

03-441-CD
JASON T. BERTHOTY VS. WILLIAM E. DROLL, JR.,
ETAL.

Date: 02/15/2005

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:44 AM

ROA Report

Page 1 of 2

Case: 2003-00441-CD

Current Judge: John K. Reilly Jr.

Jason T. Bertothy vs. William E. Droll Jr., Wallace Transportation, Inc.

Civil Other

Date	Judge
03/27/2003	Filing: Civil Complaint Paid by: Dennison, John C. II (attorney for Bertothy, Jason T.) Receipt number: 1857693 Dated: 03/27/2003 Amount: \$85.00 (Check) 2 CC to Sheriff. No Judge ✓
04/28/2003	Praecipe For Entry Of Appearance on Behalf Of Defendant, WILLIAM E. DROLL, JR. filed by s/David C. Mason, Esquire 1 cc Atty Mason No Judge ✓
05/19/2003	Praecipe to Enter Appearance On Behalf of Wallace Transportation, Inc. filed by s/Dwight L. Koerber, Jr., Esquire Certificate of Service 5 cc Atty Koerber No Judge ✓
05/20/2003	Sheriff Returns: Now April 16, 2003 served complaint on Defendants. Shff. Hawkins \$38.72 and Surcharge \$20.00 paid by Atty. No Judge ✓
07/08/2003	Answer and New Matter of Defendant Wallace Transportation, Inc. filed by s/Dwight L. Koerber, Jr., Esquire Verification s/Dwight L. Koerber, Jr., Esquire Certificate of Service 4 cc to Atty No Judge ✓
07/16/2003	Answer and New Matter of Defendant, William E. Droll, Jr. Filed by s/David C. Mason, Esquire Verification s/William E. Droll, Jr. no cc Certificate of Service, Answer and New Matter of Defendant, William E. Droll, Jr. upon: John C. Dennison, II, Esq. and Dwight L. Koerber, Jr., Esq. filed by s/David C. Mason, Esquire no cc No Judge ✓
08/20/2003	Filing: Praecipe/List For Arbitration Paid by: Dennison, John C. II (attorney for Bertothy, Jason T.) Receipt number: 1864988 Dated: 08/20/2003 Amount: \$20.00 (Check) No Judge ✓ Stipulation to Amend Caption filed by Atty. Harper. No cc. No Judge ✓ Reply to New Matter filed by Atty. Harper. No cc. No Judge ✓ Reply to New Matter filed by Atty. Harper. No cc. No Judge ✓ Certificate of Readiness filed by Atty. Dennison. No cc. No Judge ✓ Praecipe to List for Arbitration List filed by Atty. Dennison No CC. No Judge ✓ Certificate of Service, Set I Interrogatories and Request for Production of Documents Directed to Plaintiff upon: John C. Dennison, II, Esq. and David C. Mason, Esq. filed by s/ Dwight L. Koerber, Jr., Esq. 4 cc to Atty No Judge ✓ Motion To Strike Praecipe To Place Case On Arbitration List. filed by s/Dwight L. Koerber, Jr., Esq. Cert. of Svc. 4 cc to Atty No Judge ✓
09/16/2003	Praecipe to Remove Case from Arbitration List, filed by s/John C. Dennison, II No CC John K. Reilly Jr. ✓ Motion to Withdraw Motion to Strike Praecipe to Place Case on Arbitration List, filed by s/Dwight L. Koerber, Jr., Esq. Four CC Attorney Koerber John K. Reilly Jr. ✓
10/20/2004	Praecipe for Withdrawal as counsel for Wallace Trans., Inc. and Entry of Appearance of David C. Mason, filed by Atty. Mason 'Copy to CA John K. Reilly Jr. ✓
10/22/2004	Filing: Praecipe for Arbitration, Paid by: Dennison, John C. II (attorney for Bertothy, Jason T.) Receipt number: 1888855 Dated: 10/22/2004 Amount: \$20.00 (Check) filed by s/John C. Dennison II, Esq. No CC John K. Reilly Jr. ✓

Date: 02/15/2005

Time: 11:44 AM

Page 2 of 2

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2003-00441-CD

Current Judge: John K. Reilly Jr.

Jason T. Bertothy vs. William E. Droll Jr., Wallace Transportation, Inc.

Civil Other

Date	Judge
12/17/2004	Order, NOW, this 17th day of Dec., 2004, it is the ORDER of the Court that Fredric Joseph Ammerman, the above-captioned matter is scheduled for Arbitration on Tuesday, February 22, 2005 at 1:00 p.m. The following have been appointed as arbitrators: John Sughrue, Esquire, Chairman Peter F. Smith, Esquire Theron G. Noble, Esquire BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 5CC C/A.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

Number 441- 2003 C.D.

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.,

Type of Case: Civil Division

Defendant.

Type of Pleading: Praeclipe to Satisfy
Arbitration Award and to Discontinue
Action

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED ^{6K}
11:58 AM APR 26 2005 Atty pd 7.00
APR 26 2005 Cert. of Disc. & Sat.
William A. Shaw to Atty
Prothonotary/Clerk of Courts
copy of disc. to CIA

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action- Law
*
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*
*
* Number 441 of 2003 C. D.

**PRAECIPE TO SATISFY ARBITRATION AWARD
AND TO DISCONTINUE ACTION**

TO THE PROTHONOTARY:

You are hereby directed to satisfy the Arbitration Award entered in the above captioned matter and to mark the above captioned matter "settled, discontinued, and ended with prejudice."

DENNISON, DENNISON & HARPER

By



John C. Dennison, II
293 Main Street
Brookville, PA 15825
Attorneys for Plaintiff

FILED

APR 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF ARBITRATOR'S AWARD

No.: 2003-00441-CD

Jason T. Bertothy

Debt: \$14,276.15

Vs.

Atty's Comm.:

William E. Droll Jr.
Wallace Transportation, Inc.

Interest From:

Cost: \$7.00

NOW, Tuesday, April 26, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 26th day of April, A.D. 2005.

Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Jason T. Bertothy

Vs.

No. 2003-00441-CD

**William E. Droll Jr.
Wallace Transportation, Inc.**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 26, 2005, marked:

Settled, Discontinued, and Ended with Prejudice

Record costs in the sum of \$125.00 have been paid in full by John C. Dennison, II.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of April A.D. 2005.

William A. Shaw, Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

03-441-C.D

Number - 2003 C.D.

vs.

Type of Case: Civil Division

WILLIAM E. BROLL, JR. and WALLACE
TRANSPORTATION, INC.,

Type of Pleading: Complaint

Defendant.

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

MAR 27 2003

William A. Shaw
Prothonotary

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. BROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action- Law

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* Number of 2003 C. D.

NOTICE

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

David S. Meholic, Court Administrator
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. BROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action- Law

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* Number of 2003 C. D.

COMPLAINT

AND NOW, comes the Plaintiff, by his attorneys, Dennison, Dennison & Harper, who file the following Complaint upon the cause of action, the following of which is a clear and concise statement:

1. Jason T. Bertothy, Plaintiff, is an individual of full age and *sui juris* who resides in Centre County, Pennsylvania, and has a post office address of 1761 Black Moshannon Road, Philipsburg, Pennsylvania.
2. William E. Broll, Jr., Defendant, is an individual of full age and *sui juris* who resides in Clearfield County, Pennsylvania, and has a post office address of P.O. Box 77, Bigler, Pennsylvania.
3. Wallace Transportation, Inc., Defendant, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and has a post office address of R. D. 1, Box 179, Woodland, Pennsylvania.
4. On April 1, 2002, and at all times material to this Complaint, Wallace Transportation, Inc., Defendant, was in the trucking and hauling business.

5. On April 1, 2002, and all times material to this Complaint, the Plaintiff was the owner and operator of a 1997 Peterbilt, Model 379, tractor which was towing a trailer which was also owned by the Plaintiff.

6. On April 1, 2002, and at all times material to this Complaint, the Defendant, William E. Broll, Jr., was the operator of a tractor-trailer unit.

7. On April 1, 2002, and at all times material to this Complaint, William E. Broll, Jr., Defendant, was employed as the agent, servant and workman of Defendant, Wallace Transportation, Inc., then and there engaged within the scope of his employment.

8. On April 1, 2002, the Plaintiff was operating his tractor which was hauling a trailer in a westerly direction on Interstate 80 in eastern Pennsylvania.

9. At the same time and place, the Defendant, William E. Broll, Jr. was operating a tractor-trailer unit in front of the Plaintiff's tractor.

10. The tractor-trailer unit which was being operated by the Defendant, William E. Broll, Jr., was hauling crushed automobiles.

11. Suddenly and without warning, debris fell from the tractor-trailer unit onto the traveled portion of Interstate 80 and struck the tractor and trailer owned by the Plaintiff, Jason T. Bertothy, which caused damages to them.

COUNT I

PLAINTIFF, JASON T. BERTOTHY vs. WILLIAM E. BROLL, JR., DEFENDANT

12. The averments of Paragraphs 1 through 11 of this Complaint are incorporated herein

by reference thereto as fully as the same are set forth above.

13. The damages caused to Plaintiff's tractor were caused by the negligence and carelessness of the Defendant, William E. Broll, Jr., and such negligence and carelessness consisted of the following:

- a. He failed to make certain that all parts of the crushed automobiles were properly secured prior to his driving on Interstate 80;
- b. He permitted loose objects to be located on the trailer which he was hauling which were then scattered onto the traveled portion of Interstate 80;
- c. He failed to properly inspect the trailer which he was hauling for loose objects;
- d. He operated the tractor-trailer at such a speed which caused loose objects to fall from the trailer he was hauling and land on Interstate 80;
- e. He operated the tractor-trailer at such a speed which caused objects to become dislodged from the crushed automobiles which were then scattered onto Interstate 80;
- f. He operated his vehicle without due regard to the safety and position of the Plaintiff's vehicle;
- g. He violated the provisions of 75 P.S. Section 3709 of the laws of the Commonwealth of Pennsylvania.

14. As a result of the negligence and carelessness of the Defendant, William E. Broll, Jr., as above described, the Plaintiff's Peterbilt tractor suffered damages, and the cost to repair these damages was Twelve Thousand Five Hundred Eighty-nine and 97/100 Dollars (\$12,589.97) as

set forth on an damage assessment which is attached hereto and is made part hereof. (damage to left air cleaner included at 100% of cost and not at 28% as set forth in damage assessment)

15. As a result of the negligence and carelessness of the Defendant, William E. Broll, Jr., as above described, the Plaintiff also suffered the following damages:

- a. seven (7) days of downtime at \$300.00 per day- \$2,100.00
- b. damage to right tool box in trailer- \$750.00

WHEREFORE, Plaintiff, Jason T. Bertothy, demands judgment against the Defendant, William E. Broll, Jr. in the amount of Fifteen Thousand Four Hundred Thirty-nine and 97/100 Dollars (\$15,439.97) plus costs.

COUNT II

JASON T. BERTOTHY vs. WALLACE TRANSPORTATION, INC.

16. The averments of Paragraphs 1 through 13 of this Complaint are incorporated herein by reference thereto as fully as the same are set forth above.

17. The negligence of the Defendant, William E. Broll, Jr., is imputed to the Defendant, Wallace Transportation, Inc., under the theory of respondent superior.

18. In addition, the negligence and carelessness of Wallace Transportation, Inc., Defendant, in its own right, consisted of the following:

- a. It failed to make certain that all parts of the crushed automobiles were properly secured prior to the aforesaid tractor-trailer rig being driven onto Interstate 80;

- b. It permitted loose objects to be located on the aforesaid trailer which were then scattered onto the traveled portion of Interstate 80;
- c. It failed to properly inspect the aforesaid trailer for loose objects;
- d. It permitted its agent, workman, and employee, William E. Broll, Jr., Defendant, to operate the aforesaid tractor-trailer when it knew or should have known that loose objects would be scattered onto Interstate 80;
- e. It permitted its agent, workman, and employee, William E. Broll, Jr., Defendant, to operate the aforesaid tractor-trailer when it knew or should have known that objects would be dislodged from the crushed automobiles during the operation of the aforesaid tractor-trailer which would then be scattered on Interstate 80.

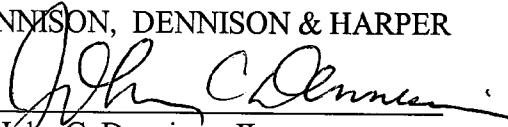
19. As a result of the negligence and carelessness of the Defendant, Wallace Transportation, Inc., as above described, the Plaintiff's Peterbilt tractor suffered damages, and the cost to repair these damages was Twelve Thousand Five Hundred Eighty-nine and 97/100 Dollars (\$12,589.97) as set forth on an damage assessment which is attached hereto and is made part hereof. (damage to left air cleaner included at 100% of cost and not at 28% as set forth in damage assessment)

20. As a result of the negligence and carelessness of the Defendant, Wallace Transportation, Inc., as above described, the Plaintiff also suffered the following damages:

- a. seven (7) days of downtime at \$300.00 per day- \$2,100.00
- b. damage to right tool box in trailer- \$750.00

WHEREFORE, Plaintiff, Jason T. Bertothy, demands judgment against the Defendant, William E. Broll, Jr. in the amount of Fifteen Thousand Four Hundred Thirty-nine and 97/100 Dollars (\$15,439.97) plus costs.

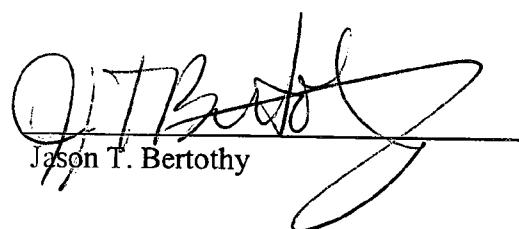
DENNISON, DENNISON & HARPER

By 

John C. Dennison, II
293 Main Street
Brookville, PA 15825

VERIFICATION

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



Jason T. Bertothy

Date: 4/24/2002 11:43 AM
 Estimate ID: 42170
 Estimate Version: 0
 Preliminary
 Profile ID: CUSTOMIZED

E.L. BRAID CLAIM SERVICE, INC.

PO BOX 846 CLEARFIELD, PA 16830
 (814) 768-6747
 Fax: (814) 768-8410

Damage Assessed By: Larry Lumadue 140450

Date of Loss: 4/1/2002
 Contact Date: 4/17/2002
 Deductible: UNKNOWN
 File Number: 42170
 Claim Number: BERTOTLY

Arrival Date: 4/20/2002
 Accident Date: 4/1/2002

Insured: JASON BERTOTLY
 Address: 781 BLACK Moshannon RD PHILIPSBURG, PA 16866
 Telephone: Home Phone: (814) 342-6430

Mitchell Service: 911000

Description: 97 PETERBILT MODEL 378 TRACTOR
 VIN: 1XP6DB9X7VN418750
 Mileage: 693,938
 OEM/ALT: O
 Color: WHITE

License: AE 44082 PA

Search Code: B149020

Line Item	Part Type/Part Number	Dollar Amount	Labor Units
1 000500 BDY* REMOVE/INSTALL HOOD	Existing	2.0*	
2 000500 BDY* REMOVE/REPLACE GRILLE	New	498.85*	1.8*
3			
4 REF REFINISH/REPAIR BLACK POWDER COATED GRILLE		2.0*	
5 000500 BDY* REMOVE/REPLACE S/S HUCK RIVETS	**Qual Repl Part	48.00*	INC*
6 000500 BDY* REMOVE/REPLACE RIGHT FRONT FENDER	New	389.37*	3.6*
7 REF REFINISH/REPAIR RIGHT FRONT FENDER		3.6*	
8 000500 BDY* REMOVE/REPLACE RIGHT FENDER LINER	New	131.78*	INC*
9 000500 BDY* REMOVE/REPLACE RIGHT GRILLE CASTING	New	114.32*	0.8*
10 000500 BDY* REMOVE/INSTALL RIGHT HEADLAMP	Existing	0.8*	
11 000500 BDY* REMOVE/REPLACE RIGHT AIR CLEANER LOWER CANISTER	SGB20238	1,042.43*	1.0*
12 000500 BDY* REMOVE/REPLACE RIGHT TOOL BOX	New	1,417.00*	1.0*
13 000500 BDY* REMOVE/REPLACE RIGHT FUEL TANK	New	1,770.00*	2.0*
14 REF REFINISH/REPAIR RIGHT FUEL TANK		6.0*	
15 000500 BDY* REPAIR DRAIN AND REFILL, RIGHT FUEL TANK	Existing	1.0*	
16 000500 BDY* REMOVE/REPLACE RIGHT FUEL TANK WEBBING	New	62.68*	INC*
17 000500 BDY* REMOVE/REPLACE FRONT BUMPER	**Qual Repl Part	780.00*	1.0*
18 000500 BDY* REMOVE/INSTALL BUMPER LAMPS	Existing	1.0*	
19 000500 BDY* REPAIR RIGHT FRONT SLEEPER CORNER PANEL	Existing	1.0*	
20 REF REFINISH/REPAIR RIGHT FRONT SLEEPER CORNER PANEL		3.6*	
21 000500 BDY* REMOVE/REPLACE RIGHT EXHAUST LOWER ELBO	New	332.00*	1.2*
22 000500 BDY* REMOVE/REPLACE MISC SHOP SUPPLY8	**Qual Repl Part	40.00*	INC*
23 000500 BDY* REMOVE/REPLACE TRANSMISSION OIL COOLER	New	92.45*	1.0*
24 000500 BDY* REPAIR STONE CHIP REPAIR TO WINDSHIELD	Sublet	60.00*	INC*
25 NOVIS SYSTEM			

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 4 2170

Mitchell Data Version: APR_02_A
 UltraMate Version: 4.7.007

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Page 1 of 8

				Date:	4/24/2002 11:43 AM
				Estimate ID:	4 2170
				Estimate Version:	0
				Preliminary	
				Profile ID:	CUSTOMIZED
26	800500	BDY*	REPAIR	TOUCH UP SMALL MARK ON LEFT SLEEPER	
27	800500	BDY*	REMOVER/REPLACE	RIGHT FRONT STEER TIRE	Existing 0.5*
28				HAS BEEN PLUGGED AND MOVED TO TRAILER	**Qual Repl Part 279.00 0.5*
29				10/32 NEW --11/32 REMAINING	
30				20576RX24.0 CONTINENTAL H841	
31				PRICED AT GOOD TIRE CO	
32				RIGHT FRONT STEER TIRE 1/42.00	
33	800500	BDY*	REMOVER/REPLACE	ENGINE OIL PAN (CLEVELAND BROS)	Sublet 117.18
34				SLIP ATTACHED	1,430.14 * INC*
35	800600	BDY*	REPAIR	TEMPORARY REPAIRS TO MAKE DRIVABLE	Sublet 889.40 * INC*
36				SLIP ATTACHED	
37	800500	MCH*	ALIGN	ALIGN FRONT END	Sublet 150.00 * INC*
38	838004		ADD'L COST	SHIPPING	60.00 *
39				FOR BUMPER	
40	838011		ADD'L COST	APPEARANCE ALLOWANCE	260.61 *
41				FOR LEFT AIR CLEANER DENT ON LOWER CASE	
42				20% OF COST OF PART 1042.43	
43	838012		ADD'L COST	HAZARDOUS WASTE DISPOSAL	6.00 *
44	838001	REF	ADD'L OPR	ADDL CLEAR COAT	0.00 * 0.0*
45	838018	REF	ADD'L OPR	MASK FOR OVERSPRAY	20.00 * 1.0*
46	AUTO		ADD'L COST	PAINT/MATERIALS	620.00 *

* - Judgement Item

NO SUPPLEMENTS WITHOUT PRIOR AUTHORIZATION AND
PARTS MUST BE RETAINED UNTIL PAID

LKQ (USED- QUALITY RECYCLED PARTS) ARE SEARCHED FOR AT THESE
SUPPLIERS

CRISTINI AUTO WRECKING
800 672 7160 BROCKPORT PA

RICK'S AUTO SALVAGE
800 366 1798 KERSEY PA

TRIPPLETTES AUTO SALVAGE
800 822 5555 AKRON OH

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 4 2170

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Page 2 of 5

Date: 4/24/2002 11:43 AM
 Estimate ID: 4 2170
 Estimate Version: 0
 Preliminary
 Profile ID: CUSTOMIZED

I. Labor Subtotal	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	19.3	\$2.00	0.00	748.40	1,763.00 T		
Refinish	21.0	\$2.00	20.00	0.00	1,112.00 T		
Mechanical	0.0	\$2.00	0.00	160.00	160.00 T		
Taxable Labor				3,016.00			
Labor Summary	40.3			3,016.00			

III. Additional Costs	Amount	IV. Adjustments	Amount
Taxable Costs:	525.00	Settlement	117.18-
Non-Taxable Costs	60.00	Appearance Allowance	280.81
Total Additional Costs	585.00	Customer Allowance	143.43

I.	Total Labor:	3,016.00
II.	Total Replacement Parts:	8,404.72
III.	Total Additional Costs:	585.00
	Gross Total:	12,004.72

IV.	Total Adjustments:	143.43
	Net Total:	12,148.15

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Temp repair - 340.00
 11808.15

Point(s) of Impact

12 Front Center (P), 3 Right Side (S), 8 Left Side (S)

Insurance Co: DALEY UNDERWRITERS

Inspection Site: RESIDENCE

Inspection Date: 4/20/2002

DebteTBL 1000.00
 10,808.15

Body Shop: DENVER TRUCK PAINTING
 Address: 181 MUDDY CREEK CHURCH ROAD
 DENVER, PA 17617
 Telephone: (717) 336-4841
 Fax Phone: (717) 336-7422

Date: 4/24/2002 11:43 AM
 Estimate ID: 4 2170
 Estimate Version: 0
 Preliminary
 Profile ID: CUSTOMIZED

I. Labor Subtotal					II. Part Replacement Summary		Amount
	Units	Rate	Add'l Labor	Sublet Amount	Totals		
Body	19.3	\$2.00	0.00	748.40	1,783.00	T	
Refinish	21.0	\$2.00	20.00	0.00	1,112.00	T	
Mechanical	0.0	\$2.00	0.00	160.00	160.00	T	
			Taxable Labor		3,018.00		
Labor Summary	40.3				3,018.00		
III. Additional Costs					IV. Adjustments		Amount
Taxable Costs				528.00			117.18
							280.81
Non-Taxable Costs				60.00			
Total Additional Costs				588.00			143.43

I.	Total Labor:	3,018.00
II.	Total Replacement Parts:	8,404.72
III.	Total Additional Costs:	588.00
	Gross Total:	12,004.72

IV.	Total Adjustments:	143.43
	Net Total:	12,148.15

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact

12 Front Center (P), 3 Right Side (S), 9 Left Side (S)

Insurance Co: DALEY UNDERWRITERS

Inspection Site: RESIDENCE
 Inspection Date: 4/20/2002

DeDuctible 1000.00
 8 10808.15

Body Shop: DENVER TRUCK PAINTING
 Address: 181 MUDDY CREEK CHURCH ROAD
 DENVER, PA 17517
 Telephone: (717) 336-4841
 Fax Phone: (717) 336-7422

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 4 2170

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Any warranties sold hereby are those made by the manufacturer. The seller (above named dealership) expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither uses nor authorizes any other person to assume for it liability in connection with the sale of said products.

J. A. Shuck Repair, Inc.

501 Alder Street - P.O. Box 629
Philipsburg, Pennsylvania 16866-0629

modus operandi

Quan.	Part No. or Description	Amount
1	Cable Chassis tube - mod Support	125.00

1 Broku Chamber - Hb 50
8 patch plug @ 7.50 15.00

4	1/2' Air line @ .85	3	48
4	1/2' Air line @ .25	1	100

2" Fiberglass mat 250

1 gal. Degreaser 7.50

2. 5' Flux Peper (910.50) \$1.00

1100

1100

TOTAL PARTS 245 90

OUTSIDE SUBLT REPAIRS		P.O. NO.
10 gal	15/40 oil	55 00

TOTAL SUBLET REPAIRS ... →

FILED

cc Sheriff
1:31 PM
Ang pd. 85.00
MAR 27 2003

4
DUE

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY,
Plaintiff

*

-VS-

WILLIAM E. BROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*

Docket No. 03-441-CD

Type of pleading:
ANSWER AND NEW MATTER
OF DEFENDANT WALLACE
TRANSPORTATION, INC.

Filed on behalf of:
DEFENDANT, Wallace
Transportation, Inc.

Counsel of record for
this party:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

JUL 08 2003

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY,
Plaintiff

*
*
*

-vs-

* Docket No. 03-441-CD

WILLIAM E. BROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*
*
*

NOTICE TO PLAINTIFF

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED ANSWER AND NEW MATTER WITHIN TWENTY (20) DAYS FROM SERVICE
HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

Dwight L. Koerber, Jr., Esquire
Attorney for Defendant
WALLACE TRANSPORTATION, INC.

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

*

JASON T. BERTOTHY,
Plaintiff

*

-vs-

*

Docket No. 03-441-CD

WILLIAM E. BROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*

*

ANSWER AND NEW MATTER OF DEFENDANT
WALLACE TRANSPORTATION, INC.

COMES NOW, Defendant Wallace Transportation, Inc. (referred to hereinafter as "Defendant Wallace Transportation"), by and through its attorney, Dwight L. Koerber, Jr., Esquire, and files the following Answer and New Matter to the within Complaint.

1. Admitted, subject to further proof presented by the Plaintiff Bertothy.
2. Admitted, subject to further proof presented by Defendant Broll.
3. Admitted, with the understanding that Defendant Wallace Transportation's current address is 532 Peterbilt Lane, Woodland, PA 16881.
4. Admitted.
5. Denied. To the contrary, the vehicle in question was a 1997 Freightliner, and it was owned by Defendant William E. Broll, Jr., under an agreement as an independent contractor hauling

shipments under an independent contractor agreement (lease) with Defendant Wallace Transportation.

6. Admitted, subject to the explanation set forth in the answer to paragraph 5, above.

7. Denied. Legal conclusion. Moreover, Defendant Wallace Transportation denies that there was any "scope of employment" involved. It is acknowledged, however, that at the time in question, Defendant Broll was transporting a load furnished to it by Defendant Wallace Transportation.

8. Admitted.

9. Admitted, subject to the explanation set forth in New Matter.

10. Admitted.

11. Denied. It is denied that debris fell from the tractor trailer unit operated on behalf of Defendant Wallace Transportation, and it is denied that such alleged events caused any damages to Plaintiff Bertothy. See New Matter.

12. No answer required.

13 (a) - (g). Denied generally, pursuant to Pa.R.C.P. 1029(c). Moreover, see New Matter as set forth herein.

14. Denied generally, pursuant to Pa.R.C.P. 1029(e).

15(a) & (b). Denied generally, pursuant to Pa.R.C.P. 1029(c).

WHEREFORE, Defendant Wallace Transportation requests that judgment be entered in its favor and against Plaintiff Bertothy,

with such prayer for relief being filed and Count I being answered because of the allegations of respondentie superior as set forth in Count II.

16. No answer required.

17. Denied. Legal conclusion.

18(a)-(e). Denied generally, pursuant to Pa.R.C.P. 1029(e).

In addition, see New Matter.

19. Denied generally, pursuant to Pa.R.C.P. 1029(e). In addition, see New Matter.

20(a) & (b). Denied generally, pursuant to Pa.R.C.P. 1029(e).

In addition, see New Matter.

NEW MATTER

In further support of its position herein, Defendant Wallace Transportation offers the following New Matter.

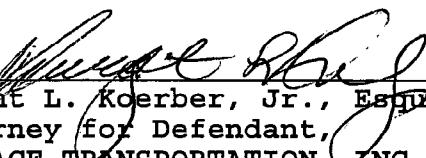
21. At the time of the alleged incident, there was no material evidence of any nature to corroborate Plaintiff Bertothy's claim of damages. Investigation by the Pennsylvania State Police reaffirmed the absence of any proof to support such allegations.

22. At the time of the alleged incident, an examination of the condition of Plaintiff Bertothy's vehicle, which was alleged to have been damaged, revealed damages significantly less than that which plaintiff later alleged to have been caused by the alleged incident.

23. It is Defendant Wallace Transportation's position that there was no damage, that there was no negligence that can be imputed to it through the alleged incident, and that whatever damage plaintiff has asserted was not caused by the said incident.

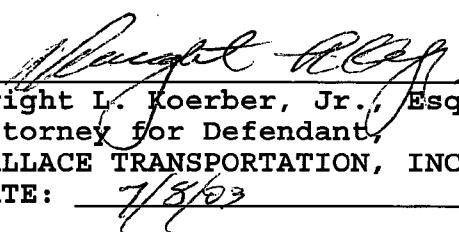
WHEREFORE, Defendant Wallace Transportation prays that the Complaint herein be dismissed and that judgment be entered in its favor and against Plaintiff Bertothy.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire
Attorney for Defendant,
WALLACE TRANSPORTATION, INC.

VERIFICATION

I, DWIGHT L. KOERBER, JR., ESQUIRE, upon information, knowledge and belief, verify that the facts set forth in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Dwight L. Koerber, Jr., Esquire
Attorney for Defendant,
WALLACE TRANSPORTATION, INC.

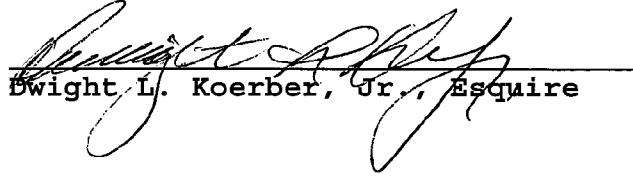
DATE: 7/3/03

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of July, 2003, a copy of the foregoing Answer and New Matter of Defendant Wallace Transportation, Inc. was served by United States First Class Mail upon the following:

John C. Dennison, II, Esquire
DENNISON, DENNISON & HARPER
293 Main Street
Brookville, PA 15825

David C. Mason, Esquire
409 North Front Street
P. O. Box 28
Philipsburg, PA 16866


Dwight L. Koerber, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
Docket No. 03-441-CD

JASON T. BERTOTHY.

-SA-

WILLIAM E. BROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

ANSWER AND NEW MATTER OF
DEFENDANT WALLACE TRANSPORTATION,
INC.

Mr. 0. R. L. J.
6/3:25 p.m.
William A. Shaw
Prothonotary

400 to 4000

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

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

CIVIL ACTION - LAW

JASON T. BERTOTHY,

Plaintiff

vs.

WILLIAM E. DROLL, JR., and
WALLACE TRANSPORTATION, INC.,

Defendants

*
* No. 03-441-CD

*

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* TYPE OF CASE: Civil Action
*

* TYPE OF PLEADING: ANSWER AND NEW
* MATTER OF DEFENDANT WILLIAM E.
* DROLL, JR.

*

* FILED ON BEHALF OF:

* Defendant, William E. Droll, Jr.

*

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason
* Superior Court I.D. 39180
* DAVID C. MASON LAW OFFICE
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240

*

* COUNSEL OF RECORD FOR
* PLAINTIFF:

* John C. Dennison, II.
* Dennison, Dennison & Harper
* 293 Main Street
* Brookville, PA 15825
* (814) 849-8316

FILED

JUL 16 2003

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

JASON T. BERTOTHY,

*

Plaintiff

* No. 03-441-CD

*

*

vs.

*

WILLIAM E. DROLL, JR., and
WALLACE TRANSPORTATION, INC.,

*

*

*

Defendants

*

NOTICE

You are hereby notified to file a written response to the enclosed Answer and
New Matter within twenty (20) days from service hereof or a judgment may be
entered against you.

David C. Mason, Esquire
Attorney for Answering Defendant,
William E. Droll, Jr.

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

CIVIL ACTION - LAW

JASON T. BERTOTHY,	*
Plaintiff	* No. 03-441-CD
vs.	*
WILLIAM E. DROLL, JR., and	*
WALLACE TRANSPORTATION, INC.,	*
Defendants	*

ANSWER AND NEW MATTER
OF DEFENDANT WILLIAM E. DROLL, JR.

AND NOW, comes the Defendant WILLIAM E. DROLL, JR., by and through his attorney, DAVID C. MASON, ESQUIRE, and files the following Answer to Plaintiff's Complaint:

1. ADMITTED.
2. ADMITTED IN PART DENIED IN PART. Defendant's correct name is William E. Droll, Jr., as opposed to William E. Broll, Jr., as contained in Plaintiff's Complaint.
3. ADMITTED.
4. ADMITTED.
5. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, the same is denied and strict proof thereof is demanded at the time of trial.
6. ADMITTED.

7. DENIED. Paragraph 7 of Plaintiff's Complaint contains a statement which is a conclusion of law not an averment of fact and therefore no response is necessary or required. To the extent a response is deemed necessary, the averment contained in Paragraph 7 is denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

8. ADMITTED.

9. DENIED. The averment contained in paragraph 9 of Plaintiff's Complaint is denied and after reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment and strict proof thereof is demanded at the time of trial.

10. ADMITTED.

11. DENIED. It is strictly denied that debris fell from the tractor-trailer unit onto the traveled portion of Interstate 80 and struck a tractor-trailer owned by the Plaintiff and strict proof thereof is demanded at the time of trial.

COUNT I

Paragraphs 1 through 11 are incorporated herein as though fully set forth at length.

12. No response is necessary.

13. DENIED. It is specifically denied that any damages were caused to Plaintiff's tractor, or that the Answering Defendant was negligent in any way, and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

By way of further answer, paragraph 13 contains a conclusion of law and not an averment of fact. In addition:

(a) DENIED. It is denied that Answering Defendant failed to make certain that all parts of the crushed automobiles were properly secured to the trailer and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial;

(b) DENIED. It is denied that Answering Defendant permitted loose object which were located on the trailer, and it is was determined that any such objects were scattered onto the traveled portion of Interstate 80 and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial;

(c) DENIED. It is denied that Answering Defendant failed to properly inspect the trailer for loose objects and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial;

(d) DENIED. It is denied that Answering Defendants operated the tractor-trailer at a speed which caused loose objects to fall from the tractor-trailer and land on Interstate 80 and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

(e) DENIED. It is denied that Answering Defendant operated the tractor-trailer at a speed which caused objects to become dislodged from the crushed automobiles which became scattered onto Interstate 80 and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial;

(f) DENIED. It is denied that Answering Defendant operated the vehicle

without due regard to the safety and position of Plaintiff's vehicle and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial. To the contrary, and at all times material and relevant hereto Answering Defendant operated his vehicle at a speed and in a manner which was careful, lawful and prudent;

(g) DENIED. It is denied that Answering Defendant violated the provisions of Title 75 P.S. §3709 [sic], or any other provision of the Motor Vehicle Code.

14. DENIED. It is strictly denied that Defendant William E. Droll, Jr., was negligent or careless and strict proof is demanded at the time of trial. In addition it is denied that Plaintiff's tractor suffered damages and strict proof is demanded at the time of trial. Further, for the purposes of alternative pleading, if it is determined that Plaintiff's tractor suffered damage, it is denied that the cost to repair these damages was \$12,589.97. Strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

15. DENIED. It is denied that the Defendant William E. Droll, Jr., was negligent or careless. It is denied that the Plaintiff's tractor suffered damages and for the purposes of alternative pleading I deny that the damages contained in paragraph 15 are the direct and proximate result of the negligence and carelessness attributed to Defendant, which negligence and carelessness is strictly denied.

WHEREFORE, Answering Defendant William E. Droll, Jr., prays your Honorable Court for dismissal of Plaintiff's Complaint.

COUNT II

Paragraphs 1 through 15 are incorporated herein as though fully set forth at length.

16-20. The averments contained in Plaintiff's Complaint paragraphs 16 through 20 are directed at a party other than the Answering Defendant and therefore no response is necessary. To the extent a response is necessary, Answering Defendant incorporates each and every statement of his answer into each of the paragraphs of Plaintiff's Complaint.

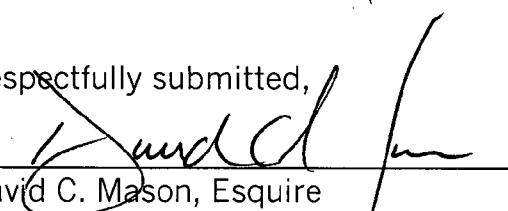
WHEREFORE, Answering Defendant prays for an Order dismissing Plaintiff's Complaint against him with prejudice.

NEW MATTER

21. If Plaintiff Jason T. Bertothy suffered any economic damage, such damage being specifically denied, it was the result of his own negligence, the negligence of some other party, or the occurrence of one or more events beyond the control of Answering Defendant.

WHEREFORE, Answering Defendant prays for an Order dismissing Plaintiff's Complaint against him with prejudice.

Respectfully submitted,



David C. Mason, Esquire
Attorney for Answering Defendant,
William E. Droll, Jr.

VERIFICATION

I certify that the facts set forth in the foregoing ANSWER AND NEW MATTER OF DEFENDANT WILLIAM E. DROLL, JR., are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

DATED: *July 15, 2003*

By: William E. Droll, Jr.
William E. Droll, Jr.

FILED

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JUL 16 2003
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William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JASON T. BERTOTHY

Plaintiff

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants

No. 03-441-CD

TYPE OF PLEADING
PRAECIPE FOR ENTRY
OF APPEARANCE

FILED ON BEHALF OF:
DEFENDANT, WILLIAM E.
DROLL, JR.

ATTORNEY FOR DEFENDANT,
WILLIAM E. DROLL, JR.:
David C. Mason, Esquire
Supreme Court ID #39180
DAVID C. MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

FILED

APR 28 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JASON T. BERTOTHY

*
* No. 03-441-CD

Plaintiff

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Defendants

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WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.

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FILED

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01/14/04
ACR 28/03
Any Mason

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY
Plaintiff,

v.

WILLIAM E. BROLL, JR and
WALLACE TRANSPORTATION, INC.
Defendant

*
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*
* Docket No. 03-441-CD
*
*
*

Type of Pleading:
PRAECIPE TO ENTER APPEARANCE

Filed on Behalf of:
DEFENDANTS:
William E. Broll, Jr. and
Wallace Transportation, Inc.

Counsel of Record for
This Party:

**LAW OFFICES OF
DWIGHT L. KOERBER, JR.**

Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

MAY 19 2003

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY
Plaintiff,

*

*

*

v.

Docket No. 03-441-CD

WILLIAM E. BROLL, JR and
WALLACE TRANSPORTATION, INC.
Defendant

*

*

*

Type of Pleading:
PRAECIPE TO ENTER APPEARANCE

Filed on Behalf of:

DEFENDANTS:

William E. Broll, Jr. and
Wallace Transportation, Inc.

Counsel of Record for
This Party:

**LAW OFFICES OF
DWIGHT L. KOERBER, JR.**

Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

MAY 19 2003

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY
Plaintiff,

*
*
*

v.

* Docket No. 03-441-CD
*
*

WILLIAM E. BROLL, JR and
WALLACE TRANSPORTATION, INC.
Defendant

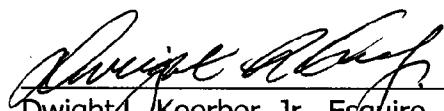
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PREACIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of Wallace Transportation, Inc.

Sincerely,



Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

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

JASON T. BERTOTHY
Plaintiff,

v.

WILLIAM E. BROLL, JR and
WALLACE TRANSPORTATION, INC.
Defendant

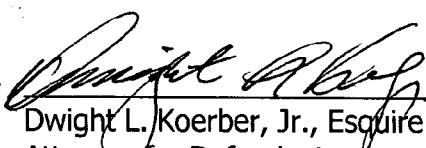
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* Docket No. 03-441-CD
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*

CERTIFICATE OF SERVICE

I certify that on the 10th day of May, 2003, the undersigned served a copy of the foregoing Praeclipe to Enter Appearance in the above-captioned matter by United States First Class Mail upon the following:

John C. Dennison, II, Esquire
293 Main Street
Brookville, PA 15825

David C. Mason, Esquire
409 North Front Street
P. O. Box 28
Philipsburg, PA 16866


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

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

DOCKET NO. 03-441-CD

JASON T. BERTOTHY
Plaintiff

v.

WILLIAM E. BROLL, JR. and
WALLACE TRANSPORTATION, INC.
Defendants

PRAECIPE TO ENTER APPEARANCE

1/9/15 BY 5:00
Dwight L. Koerber
Attorney at Law
110 North Second Street
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

BERTOTHY, JASON T.

VS.

BROLL, WILLIAM E. JR. & WALLACE TRANSPORTATION

COMPLAINT

Sheriff Docket # 13859

03-441-CD

SHERIFF RETURNS

NOW APRIL 16, 2003 AT 2:20 PM SERVED THE WITHIN COMPLAINT ON WALLACE TRANSPORTATION INC., DEFENDANT AT EMPLOYMENT, RD 1, BOX 179, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY WELKER, OPERATIONS, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: RYEN

NOW APRIL 16, 2003 AT 2:56 PM SERVED THE WITHIN COMPLAINT ON WILLIAM E. BROLL, JR., DEFENDANT AT RESIDENCE, PO BOX 77, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHY DROLL, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: RYEN

FILED

WA
MAY 19 2003
0/245
William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

Cost	Description
38.73	SHERIFF HAWKINS PAID BY: ATTY CK# 17375
20.00	SURCHARGE PAID BY: ATTY CK# 17415 & 17416

Sworn to Before Me This

16 Day Of May 2003

[Signature]
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

[Signature]
Chester A. Hawkins
Sheriff

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

CIVIL ACTION - LAW

JASON T. BERTOTHY,

Plaintiff

vs.

WILLIAM E. DROLL, JR., and
WALLACE TRANSPORTATION, INC.,

Defendants

COUNSEL OF RECORD FOR
DEFENDANT WALLACE
TRANSPORTATION, INC.

Dwight L. Koerber, Jr.
110 N. 2nd Street
Clearfield, PA 16830
(814) 765-9611

*
* No. 03-441-CD

*

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* TYPE OF CASE: Civil Action

*

* TYPE OF PLEADING: CERTIFICATE
* OF SERVICE

*

* FILED ON BEHALF OF:

* Defendant, William E. Droll, Jr.

*

* COUNSEL OF RECORD FOR THIS

* PARTY:

* David C. Mason
* Superior Court I.D. 39180
* DAVID C. MASON LAW OFFICE
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240

*

* COUNSEL OF RECORD FOR

* PLAINTIFF:

* John C. Dennison, II.
* Dennison, Dennison & Harper
* 293 Main Street
* Brookville, PA 15825
* (814) 849-8316

FILED

JUL 16 2003

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

JASON T. BERTOTHY,

*

Plaintiff

* No. 03-441-CD

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WILLIAM E. DROLL, JR., and

*

WALLACE TRANSPORTATION, INC.,

*

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*

Defendants

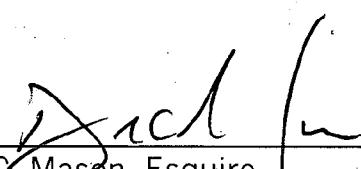
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the ANSWER AND NEW MATTER OF DEFENDANT WILLIAM E. DROLL, JR., filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

John C. Dennison, II., Esquire
Dennison, Dennison & Harper
293 Main Street
Brookville, PA 15825

Dwight L. Koerber, Jr., Esquire
110 N. 2nd. Street
Clearfield, PA 16830

DATED: July 15, 2003



David C. Mason, Esquire
Attorney for Answering Defendant
William E. Droll, Jr.

FILED

no
cc

7/11/03
JUL 16 2003

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

Number 03 - 441- C.D.

vs.

Type of Case: Civil Division

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,

Type of Pleading: Stipulation to Amend
Caption

Defendants.

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

John C. Dennison, II
Supreme Court Number: 29408

Troy J. Harper
Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,

Defendants.

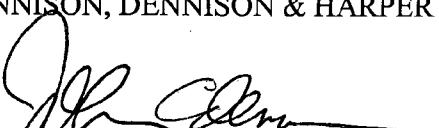
* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
* Civil Action - Law
*
*
*
* Number 03 - 441 - C.D.

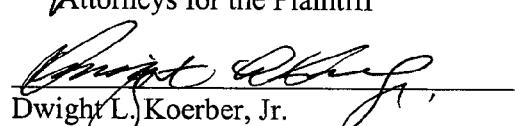
STIPULATION TO AMEND CAPTION

AND NOW, comes the parties to the above captioned lawsuit by their respective attorneys who stipulate and agree that the caption of the above matter is hereby corrected to state William E. Droll, Jr., Defendant, instead of William E. Broll, Jr., Defendant.

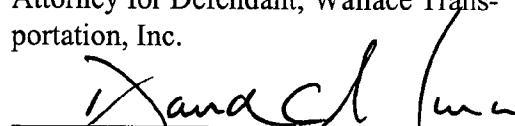
DENNISON, DENNISON & HARPER

By


John C. Dennison, II
Attorneys for the Plaintiff


Dwight L. Koerber, Jr.

Attorney for Defendant, Wallace Transportation, Inc.


David C. Mason, Attorney for Defendant,
William E. Droll, Jr.

FILED
M 12084
AUG 20 2003
cc

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

Number 03 - 441- C.D.

vs.

Type of Case: Civil Division

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,

Type of Pleading: Reply to New Matter

Defendants.

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

John C. Dennison, II
Supreme Court Number: 29408

Troy J. Harper
Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
* Civil Action - Law
*
*
*
* Number 03 - 441 - C.D.

REPLY TO NEW MATTER

AND NOW, comes the Plaintiff, JASON T. BERTOTHY, by and through his attorneys, Dennison, Dennison & Harper, who file the following Reply to New Matter:

21. The averments of Paragraph 21 of the Defendant's, William E. Droll, Jr., New Matter are denied. On the contrary, the Plaintiff acted with due care and caution at all times material hereto, and the averments in Paragraphs 1 through 20 of the Plaintiff's Complaint are incorporated herein by reference thereto.

WHEREFORE, the Plaintiff, Jason T. Bertothy, demands judgment in his favor and against the Defendant, William E. Droll, Jr.

DENNISON, DENNISON & HARPER

By

John C. Dennison, II
Attorneys for the Plaintiff

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Reply to New Matter was served on the 19th day of August, 2003, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Dwight L. Koerber, Jr., Esq.
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
P. O. Box 1320
Clearfield, Pennsylvania 16830

David C. Mason, Esq.
409 North front street
P.O. Box 28
Phillipsburg, Pennsylvania 16866

DENNISON, DENNISON & HARPER

By

John C. Dennison, II
Attorneys for the Plaintiff

VERIFICATION

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



Jason T. Bertothy

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

Number 03 - 441- C.D.

vs.

Type of Case: Civil Division

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,

Type of Pleading: Reply to New Matter

Defendants.

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

John C. Dennison, II
Supreme Court Number: 29408

Troy J. Harper
Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
* Civil Action - Law
*
*
*
*
* Number 03 - 441 - C.D.

REPLY TO NEW MATTER

AND NOW, comes the Plaintiff, JASON T. BERTOTHY, by and through his attorneys, Dennison, Dennison & Harper, who file the following Reply to New Matter:

21. The averments of Paragraph 21 of the Defendant's, Wallace Transportation, Inc., New Matter are denied. On the contrary, various pictures which were taken by the Plaintiff confirms the damages set forth in Plaintiff's Complaint and the fact that the material emanated from the Defendants' tractor-trailer unit. It is further averred that the Pennsylvania State Police did not follow through on an investigation of the incident described in Plaintiff's Complaint.

22. The averments of Paragraph 22 of the Defendant's, Wallace Transportation, Inc., New Matter are denied and the averments of Plaintiff's Complaint are incorporated herein by reference thereto.

23. The averments of Paragraph 23 of the Defendant's, Wallace Transportation, Inc., New Matter are denied and the averments in Paragraphs 1 through 20 of the Plaintiff's Complaint are incorporated herein by reference thereto.

WHEREFORE, the Plaintiff, Jason T. Bertothy, demands judgment in his favor and against the Defendant, Wallace Transportation, Inc.

DENNISON, DENNISON & HARPER

By

John C. Dennison, II
Attorneys for the Plaintiff

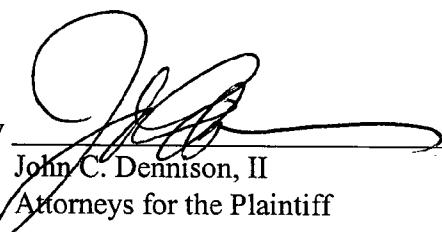
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Reply to New Matter was served on the 19th day of August, 2003, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Dwight L. Koerber, Jr., Esq.
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
P. O. Box 1320
Clearfield, Pennsylvania 16830

David C. Mason, Esq.
409 North front street
P.O. Box 28
Phillipsburg, Pennsylvania 16866

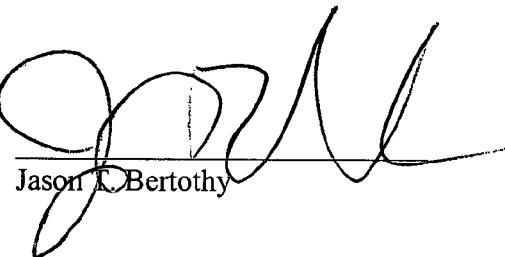
DENNISON, DENNISON & HARPER

By 

John C. Dennison, II
Attorneys for the Plaintiff

VERIFICATION

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



Jason C. Bertothy

FILED NO
M 1 2003
AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR., and
WALLACE TRANSPORTATION, INC.,
Defendants.

CIVIL ACTION - LAW

Number 03 - 441 - C. D.

Type of Case: Civil Division

Type of Pleading: Certificate of Readiness

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS		TO THE PROTHONOTARY
<u>To be executed by Trial Counsel Only</u>		
Case Number 03-441-CD	Type Trial Requested	Estimate Trial Time
Date Complaint Filed: 4/2003	() Jury () Non-jury (X) Arbitration	<u>1/2</u> days

Plaintiff(s):
Jason T. Bertothy ()

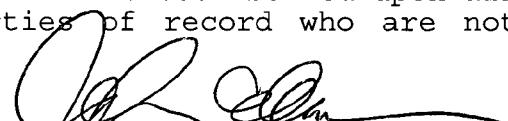
Defendant(s):
William E. Droll, Jr., and Wallace Transportation, Inc. () Check block if a minor is a party to the case

Additional Defendant(s)

Jury Demand Filed By: <u>N/A</u>	Date Jury Demand Filed: <u>N/A</u>
Amount at Issue <u>\$15,439.97+</u>	Consolidation () Yes (x) No
	Date Consolidation Ordered <u>N/A</u>

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


Signature of Trial Counsel

COUNSEL WHO WILL ACTUALLY TRY CASE	
For the Plaintiff(s): <u>John C. Dennison, II</u>	Telephone Number <u>(814) 849-8316</u>
For the Defendant, William E. Droll, Jr.: <u>David C. Mason</u>	Telephone Number <u>(814) 342-2240</u>
For Defendant, Wallace Transportation: <u>Dwight L. Koerber, Jr.</u>	Telephone Number <u>(814) 765-9611</u>

FILED No cc

Aug 1 2003 Atty Rd. 20.00

AUG 20 2003

William A. Shaw

Prothonotary/Clerk of Courts

Copy to C/A

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR., and
WALLACE TRANSPORTATION, INC.,
Defendants.

CIVIL ACTION - LAW

Number 03 - 441 - C. D.

Type of Case: Civil Division

Type of Pleading: Praeclipe to Place Case
on Arbitration List

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR., and WALLACE
TRANSPORTATION, INC.,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action - Law

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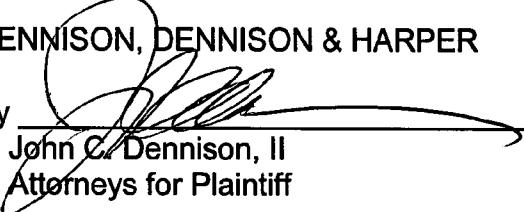
* Number 03 - 441 - C.D.

PRAECIPE TO PLACE CASE
ON ARBITRATION LIST

TO WILLIAM SHAW, PROTHONOTARY:

You are hereby directed to place the above captioned matter on the current
Arbitration List.

DENNISON, DENNISON & HARPER

By 

John C. Dennison, II
Attorneys for Plaintiff

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

JASON T. BERTOTHY
Plaintiff

-vs- DOCKET NO. 03-441-CD

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*

*

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Defendant:
WALLACE TRANSPORTATION, INC.

Counsel of Record for
This Party:

Dwight L. Koerber, Jr.
Pa. I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

AUG 22 2003

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY
Plaintiff

-vs- DOCKET NO. 03-441-CD

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*
*
*

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Defendant:
WALLACE TRANSPORTATION, INC.

Counsel of Record for
This Party:

Dwight L. Koerber, Jr.
Pa. I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

AUG 22 2003

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY
Plaintiff

-vs- DOCKET NO. 03-441-CD

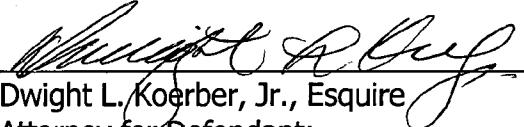
WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

CERTIFICATE OF SERVICE

This is to certify that on the 22nd day of August, 2003, the undersigned served a true and correct copy of the foregoing Set I Interrogatories and Request for Production of Documents Directed to Plaintiff in the above-captioned matter upon John C. Dennison, II, Esquire and upon David C. Mason, Esquire. Such documents were served via United States First Class Mail upon the following:

John C. Dennison, II, Esquire
DENNISON, DENNISON & HARPER
293 Main Street
Brookville, PA 15825

David C. Mason, Esquire
DAVID C. MASON LAW OFFICE
409 North Front Street
P. O. Box 28
Philipsburg, PA 16866


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
DOCKET NO: 03-441-CG

Jason T. Bertoth

-vs-

William E. Droll, Jr. and
Wallace Transportation, Inc.

CERTIFICATE OF SERVICE

FILED

AUG 22 2003

o/3.01
William A. Shaw
Prothonotary

cc to all

LAW OFFICE

DWIGHT KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

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

JASON T. BERTOTHY
Plaintiff

-vs- DOCKET NO. 03-441-CD

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*
*
*

Type of Pleading:
MOTION TO STRIKE PRAECIPE
TO PLACE CASE ON ARBITRATION LIST

Filed on Behalf of:
Defendant:
WALLACE TRANSPORTATION, INC.

Counsel of Record for
This Party:

Dwight L. Koerber, Jr.
Pa. I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

AUG 22 2003

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY
Plaintiff

*

-vs-

DOCKET NO. 03-441-CD

*

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*

Type of Pleading:
MOTION TO STRIKE PRAECIPE
TO PLACE CASE ON ARBITRATION LIST

Filed on Behalf of:

Defendant:

WALLACE TRANSPORTATION, INC.

Counsel of Record for
This Party:

Dwight L. Koerber, Jr.
Pa. I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

AUG 22 2003

William A. Shaw
Prothonotary

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

JASON T. BERTOTHY *
Plaintiff

-vs- DOCKET NO. 03-441-CD

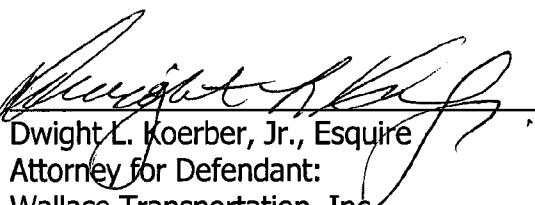
WILLIAM E. DROLL, JR. and *
WALLACE TRANSPORTATION, INC., *
Defendants

MOTION TO STRIKE PRAECIPE TO PLACE CASE ON ARBITRATION LIST

Pursuant to Local Rule 12.2(b), Defendant, Wallace Transportation, Inc., objects to Praecipe to place this case on the Arbitration List, as filed by Plaintiff. In support of its motion, Defendant offers the following:

1. Plaintiff has failed to state in its Praecipe that Discovery has been completed. On the contrary, the pleadings have just now closed and Defendant, Wallace Transportation, Inc. is just now initiating Discovery.
2. This case has not previously been listed for trial.
3. Defendant, Wallace Transportation, Inc., asks that this case not be listed for arbitration because Discovery has not been completed and the case is not ready for trial.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

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

JASON T. BERTOTHY
Plaintiff

-vs- DOCKET NO. 03-441-CD

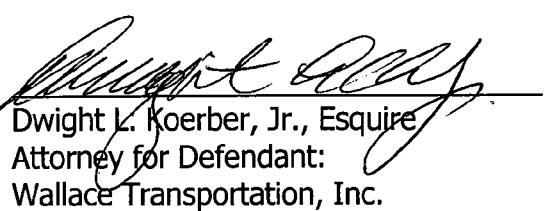
WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

CERTIFICATE OF SERVICE

This is to certify that on the 22nd day of August, 2003, the undersigned served a true and correct copy of the foregoing Motion to Strike Praeclipe to Place Case on Arbitration List in the above-captioned matter upon John C. Dennison, II, Esquire and upon David C. Mason, Esquire. Such documents were served via United States First Class Mail upon the following:

John C. Dennison, II, Esquire
DENNISON, DENNISON & HARPER
293 Main Street
Brookville, PA 15825

David C. Mason, Esquire
DAVID C. MASON LAW OFFICE
409 North Front Street
P. O. Box 28
Philipsburg, PA 16866


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
DOCKET NO: 03-441-CD

Jason T. Bertoth

-vs-

William F. Droll, Jr. and
Wallace Transportation, Inc.

MOTION TO STRIKE PRAECIPE TO
PLACE CASE ON ARBITRATION LIST

FILED

AUG 22 2003

013:00 PM

William A. Shaw
Prothonotary

cc: all parties

LAW OFFICE

DWIGHT KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

Number 441 - 2003 C.D.

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.,
Defendants.

Type of Case: Civil Division

Type of Pleading: Praeclipe to Remove Case
from Arbitration List

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

SEP 16 2003

William A. Shaw
Prothonotary/Clerk of Courts

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action- Law

*

*

*

*

* Number 441 of 2003 C. D.

PRAECIPE TO REMOVE CASE FROM
ARBITRATION LIST

TO WILLIAM SHAW, PROTHONOTARY:

You are hereby directed to remove the above captioned matter from the Arbitration List.

DENNISON, DENNISON & HARPER

By

John C. Dennison, II
Attorneys for Plaintiff

FILED
M 11-25-03
SEP 16 2003
cc
William A. Shaw
Prothonotary/Clerk of Courts

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

JASON T. BERTOTHY
Plaintiff

-vs- DOCKET NO. 03-441-CD

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

Type of Pleading:
MOTION TO WITHDRAW
MOTION TO STRIKE PRAECIPE
TO PLACE CASE ON ARBITRATION LIST

Filed on Behalf of:
Defendant:
WALLACE TRANSPORTATION, INC.

Counsel of Record for
This Party:

Dwight L. Koerber, Jr.
Pa. I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

SEP 16 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

JASON T. BERTOTHY
Plaintiff

*

-vs-

DOCKET NO. 03-441-CD

*

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

*

Type of Pleading:
MOTION TO WITHDRAW
MOTION TO STRIKE PRAECLP
TO PLACE CASE ON ARBITRATION LIST

Filed on Behalf of:

Defendant:

WALLACE TRANSPORTATION, INC.

Counsel of Record for
This Party:

Dwight L. Koerber, Jr.
Pa. I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

SEP 16 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

JASON T. BERTOTHY
Plaintiff

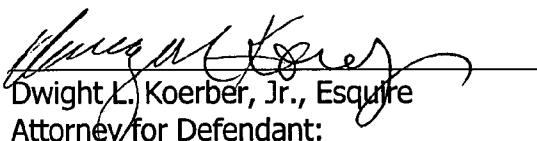
-vs- DOCKET NO. 03-441-CD

WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

MOTION TO WITHDRAW
MOTION TO STRIKE PRAECIPE TO PLACE CASE ON ARBITRATION LIST

I hereby withdraw the Motion to Strike Praecipe to Place Case on Arbitration List in
the above-captioned matter.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

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

JASON T. BERTOTHY
Plaintiff

-vs- DOCKET NO. 03-441-CD

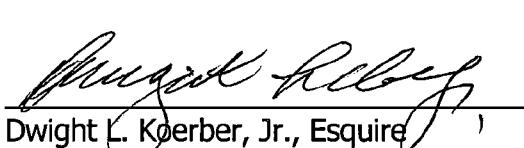
WILLIAM E. DROLL, JR. and
WALLACE TRANSPORTATION, INC.,
Defendants

CERTIFICATE OF SERVICE

This is to certify that on the 16th day of September, 2003, the undersigned served a true and correct copy of the foregoing Motion to Withdraw Motion to Strike Praeclipe to Place Case on Arbitration List in the above-captioned matter upon John C. Dennison, II, Esquire and upon David C. Mason, Esquire. Such documents were served via United States First Class Mail upon the following:

John C. Dennison, II, Esquire
DENNISON, DENNISON & HARPER
293 Main Street
Brookville, PA 15825

David C. Mason, Esquire
DAVID C. MASON LAW OFFICE
409 North Front Street
P. O. Box 28
Philipsburg, PA 16866


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
DOCKET NO: 03-441-CD

Jason T. Bertoathy

-vs-

William E. Droll, Jr.

-and-

Wallace Transportation, Inc.

MOTION TO WITHDRAW MOTION TO
STRIKE PRAECIPE TO PLACE CASE
ON ARBITRATION LIST

FILED 4/3/04
SEP 16 2003
Any Member
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICE

DWIGHT KOERBER, JR.

ATTORNEY-AT-LAW
110 NORTH SECOND STREET

P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR., and
WALLACE TRANSPORTATION, INC.,
Defendants.

CIVIL ACTION - LAW

Number 03 - 441 C.D.

Type of Case: Civil Division

Type of Pleading: Praecept for
Arbitration

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED NO
m 14734 cc
OCT 22 2004 Atty Pd 20.00
BPD
William A. Shaw
Prothonotary/Clerk of Courts

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR., and WALLACE
TRANSPORTATION, INC.,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Division
*
*
*
*
* Number 03 - 441 C.D.

PRAECIPE FOR ARBITRATION

TO THE PROTHONOTARY:

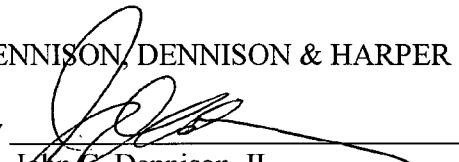
The undersigned attorney for the Plaintiff in the above captioned matter hereby certifies that:

- (1) no motions are outstanding and that discovery has been completed and the case is ready for trial;
- (2) the case is to be heard by a panel of arbitrators; and
- (3) A copy of this praecipe has been served on the attorney for the Defendants.

In view of the foregoing certificate, you are hereby requested to place the above captioned matter on the list for arbitration.

DENNISON, DENNISON & HARPER

By


John C. Dennison, II
Attorneys for Plaintiff

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

JASON T. BERTOTHY
Plaintiff,

v.

WILLIAM E. DROLL, JR and
WALLACE TRANSPORTATION, INC.
Defendants

*
*
*
*
*
*

Docket No. 03-441-CD

Type of Pleading:
JOINT PRAECIPE

Filed on Behalf of:
DEFENDANT:
Wallace Transportation, Inc.

Counsel of Record for
This Party:

David C. Mason, Esquire
Superior Court I. D. 39180
DAVID C. MASON LAW OFFICE
P. O. Box 28
Philipsburg, PA 16866
(814) 342-2240

FILED ^{no cc}
10:50 AM OCT 19 2004 copy to CIA

William A. Shaw
Prothonotary/Clerk of Courts

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

JASON T. BERTOTHY
Plaintiff,

v.

WILLIAM E. DROLL, JR and
WALLACE TRANSPORTATION, INC.
Defendants

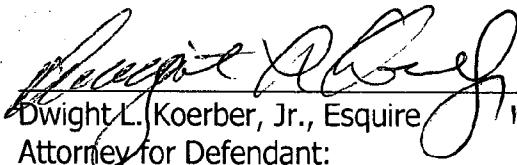
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Docket No. 03-441-CD

JOINT PRAECIPE

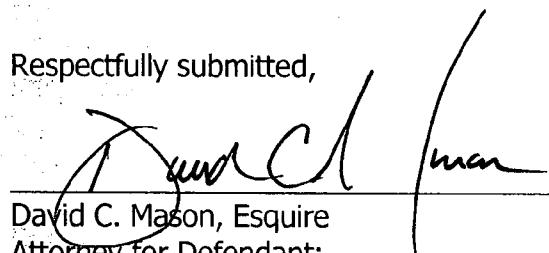
Please mark the docket to show my withdrawal as counsel for Wallace
Transportation, Inc., Defendant in this matter.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

Please enter my appearance as counsel for Wallace Transportation, Inc., Defendant
in this matter.

Respectfully submitted,


David C. Mason, Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

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

JASON T. BERTOTHY
Plaintiff,

v.

WILLIAM E. DROLL, JR and
WALLACE TRANSPORTATION, INC.
Defendants.

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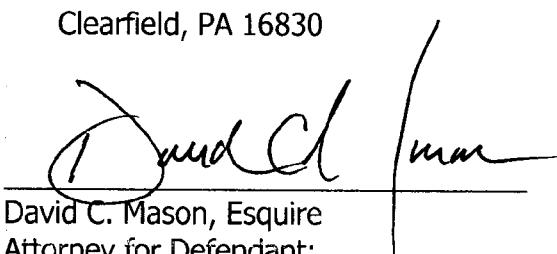
Docket No. 03-441-CD

CERTIFICATE OF SERVICE

I certify that on the 18th day of October, 2004, the undersigned served a certified copy of the Joint Praeclipe in the above captioned matter. Such document was served via United States First Class Mail upon the following:

John C. Dennison, Esquire
DENNISON, DENNISON & HARPER
293 Main Street
Brookville, PA 15825

Dwight L. Koerber, Jr., Esquire
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830



David C. Mason, Esquire
Attorney for Defendant:
Wallace Transportation, Inc.

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

JASON T. BERTOTHY

vs.

: No. 03-441-CD

WILLIAM E. DROOL, JR. and
WALLACE TRANSPORTATION,
INC.

FILED 5 CC
01/10/06 CLA
DEC 17 2004
6K

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 17th day of December, 2004, it is the ORDER of the Court
that the above-captioned matter is scheduled for Arbitration on **Tuesday, February 22, 2005**
at 1:00 P.M. The following have been appointed as Arbitrators:

John Sughrue, Esquire, Chairman

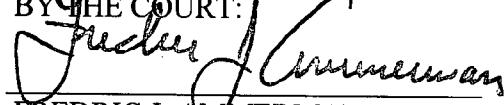
Peter F. Smith, Esquire

Theron G. Noble, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven
(7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court**
Administrator's Office and copies to opposing counsel and each member of the Board of
Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form
is enclosed as well as a copy of said Local Rule of Court.

Please report to the Court Administrator's Office. You will be directed from there
where this Arbitration will be held.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

Arb 2-2205

DENNISON, DENNISON & HARPER
Attorneys at Law

Donald J. Dennison (1917-2002)
John C. Dennison, II
Troy J. Harper

293 Main Street
Brookville, PA 15825-1291
Telephone (814) 849-8316
Fax (814) 849-4656
E-Mail ddh@usachoice.net

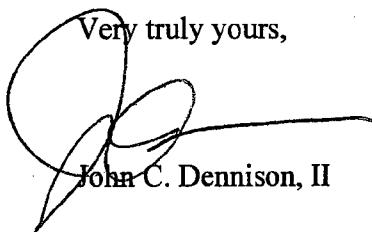
December 22, 2004

William Shaw
Prothonotary
Court House
230 E. Market Street
Clearfield, PA 16830

RE: Bertothy v. Droll and Wallace Transportation
Number 03 - 441, C. D.

Dear Mr. Shaw:

Enclosed is the Plaintiff's Pre-Trial Statement in regard to the above entitled matter.
Kindly file the same.

Very truly yours,

John C. Dennison, II

JCD:slr

Enclosure

pc: John Sughrue, Esq.
Peter F. Smith, Esq.
Theron G. Noble, Esq.
David Mason, Esq.
✓ David S. Meholic, Court Administrator

RECEIVED

DEC 27 2004

COURT ADMINISTRATOR'S
OFFICE

JASON T. BERTOTHY,
Plaintiff,
vs.
WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action- Law
*
*
*
* Number 441 of 2003 C. D.

PRETRIAL MEMORANDUM

I- FACTS

On April 1, 2002, and all times material to this Complaint, the Plaintiff was operating his 1997 Peterbilt, Model 379, tractor which was towing a trailer on Interstate 80 in the eastern part of Pennsylvania. At the same time and place, William E. Droll, Jr., an employee and agent of Wallace Transportation, Inc. was operating a tractor-trailer, on behalf Wallace Transportation, Inc., at a point in front of the Plaintiffs' tractor-trailer.

The tractor-trailer which was being operated by the Defendant, William E. Droll, Jr., was hauling crushed automobiles. Suddenly and without warning, debris fell from his tractor-trailer unit onto the traveled portion of Interstate 80 and struck the tractor- trailer owned by the Plaintiff, Jason T. Bertothy, which caused damages to them.

The Plaintiff has filed the within lawsuit against the Defendants on account of their negligence in not properly securing the material which was being hauled.

II.- WITNESSES

1. Jason Bertothy- liability and damages.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

Number 441- 2003 C.D.

vs.

Type of Case: Civil Division

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.,

Type of Pleading: Pretrial Statement

Defendant.

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

RECEIVED

DEC 27 2004

COURT ADMINISTRATOR'S
OFFICE

Pennsylvania- damages.

3. William E. Droll- liability and damages.
4. Any witness set forth in Defendants' Pretrial Statement.

III.- APPLICABLE LAW

1. General law of negligence.
2. 75 P.S. Section 3709.
3. General agency law.

IV.- STATEMENT OF DAMAGES

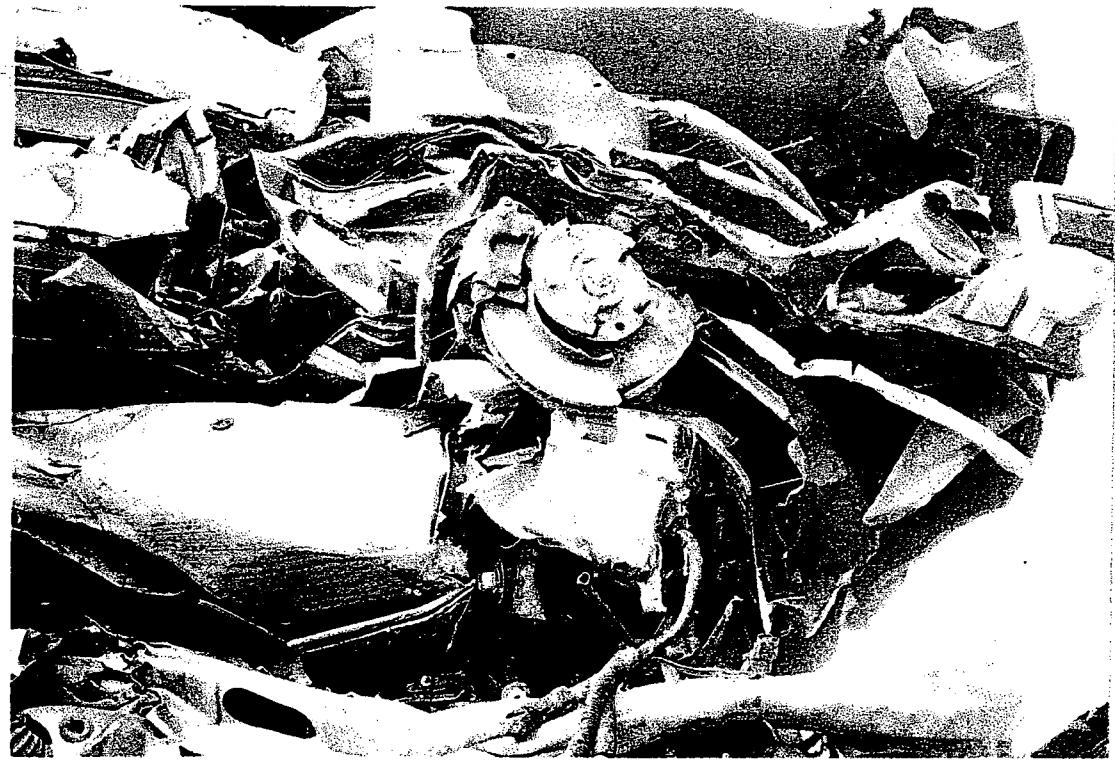
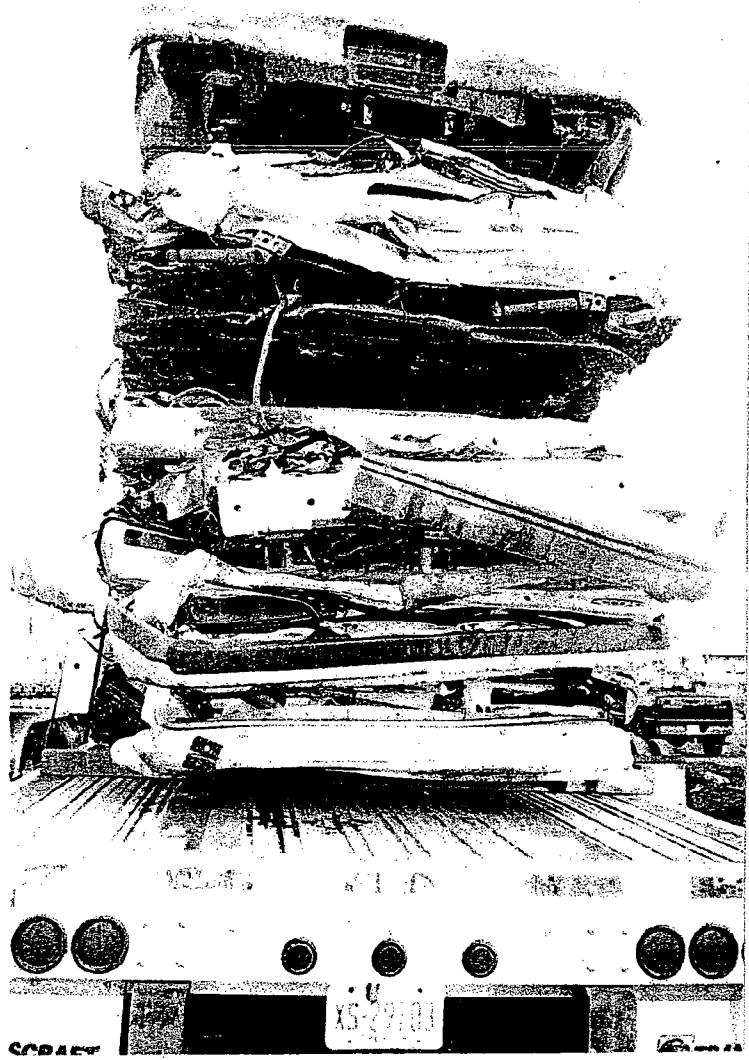
The Plaintiff's tractor trailer suffered damages, and the cost to repair these damages is Twelve Thousand Five Hundred Eighty-nine and 97/100 Dollars (\$12,589.97) as set forth on a damage assessment prepared by Larry Lamedue. In addition, Plaintiff was unable to use his tractor-trailer for seven (7) days at a loss of \$300.00 per day which equals a total loss of \$2,100.00. The right tool box in the trailer was damaged at a cost of \$750.00. Plaintiff claims total damages in the amount of \$15,439.97.

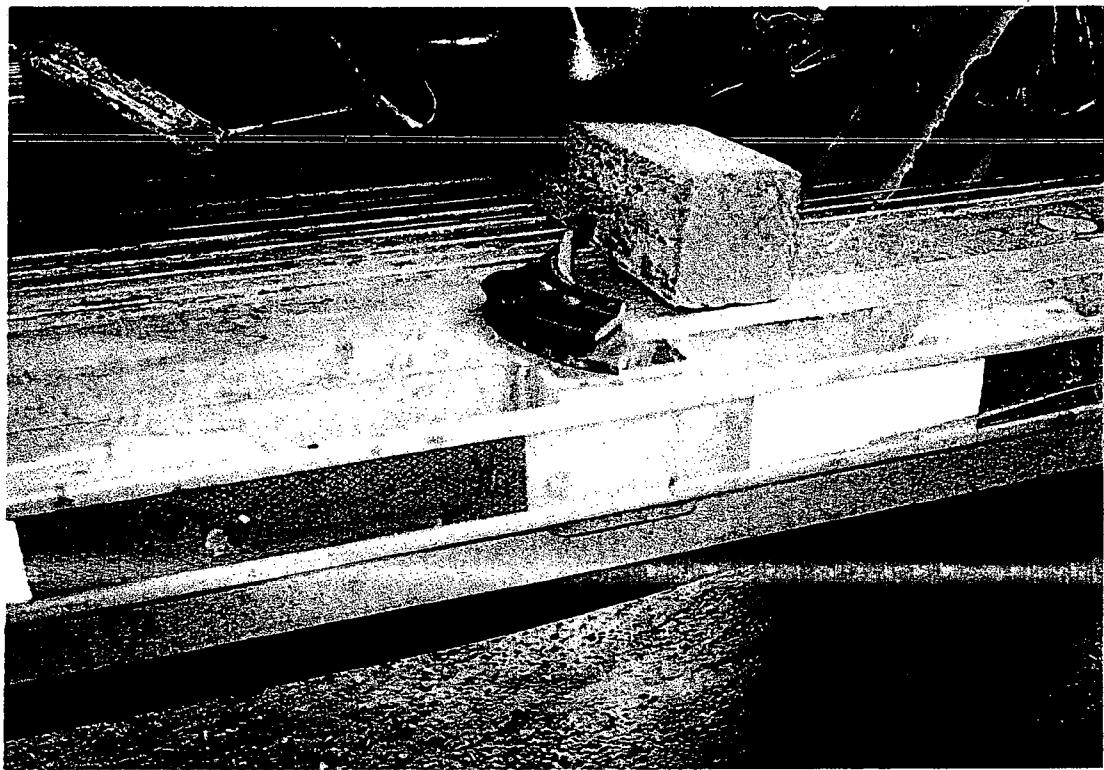
V.- EXHIBITS

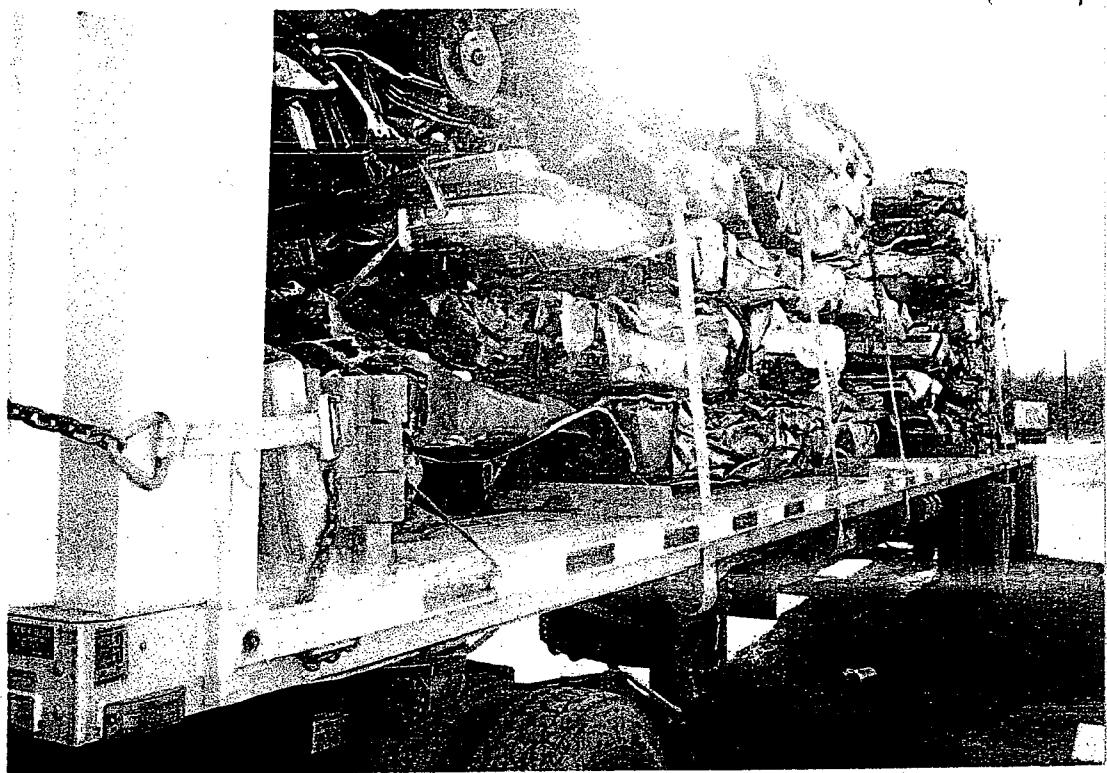
Notice as of December 21, 2004, is hereby given that all documents which are attached to this Pretrial Statement are Exhibits which will be introduced at the trial of this case pursuant to Pennsylvania Rule of Civil Procedure 1305.

DENNISON, DENNISON & HARPER

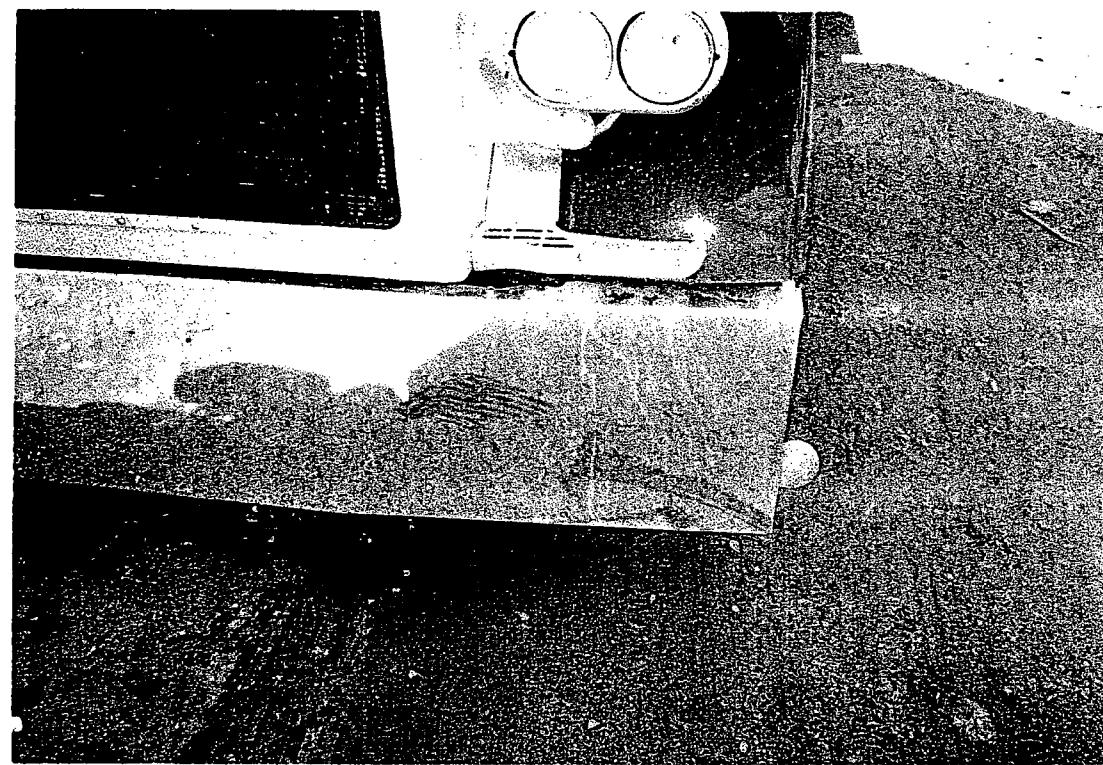
By John C. Dennison II
John C. Dennison, II
293 Main Street
Brookville, PA 15825
Attorneys for Plaintiff



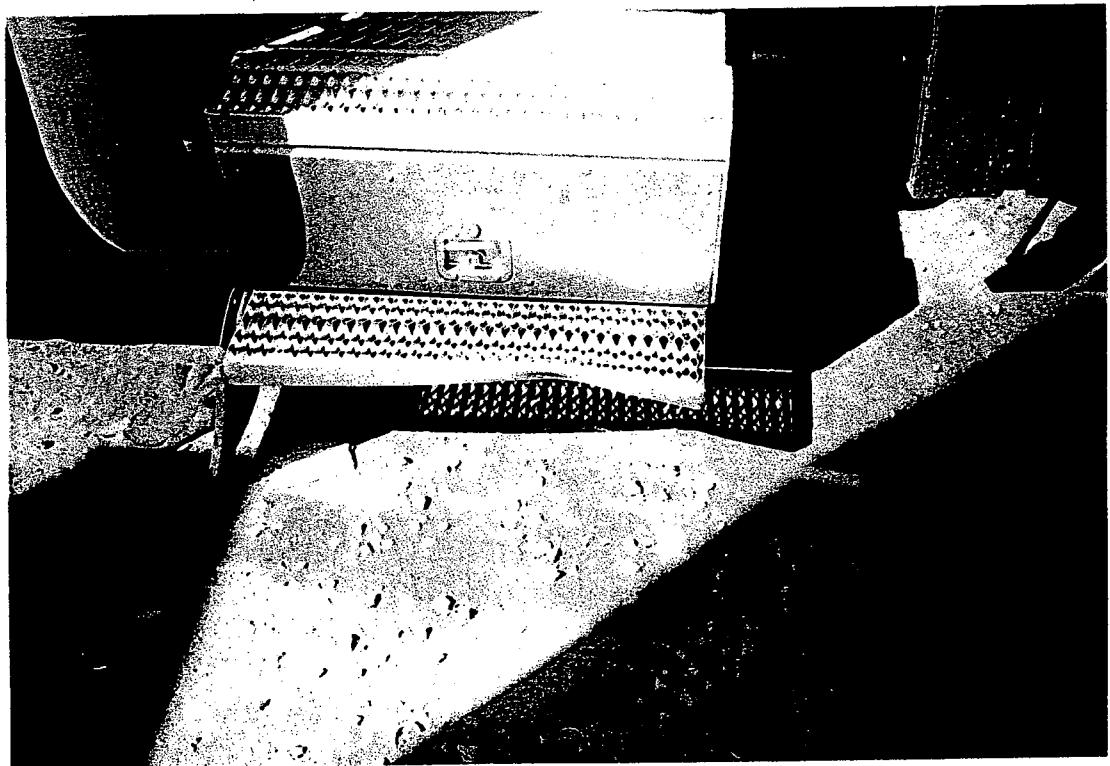


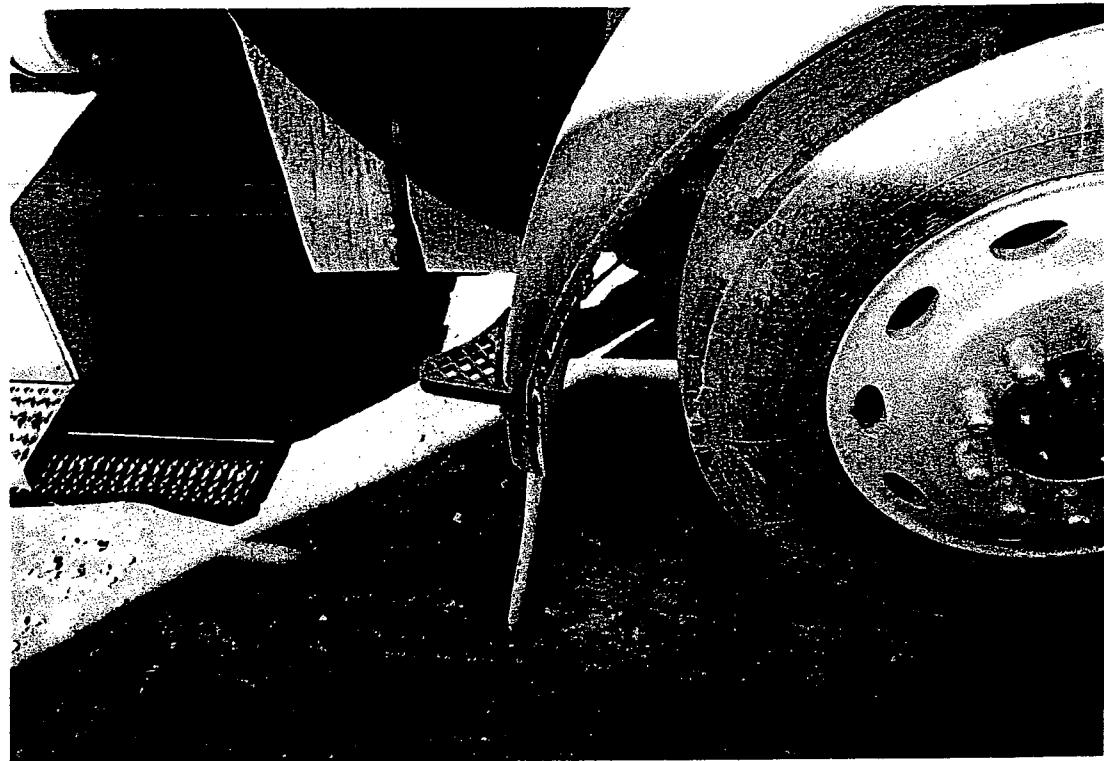














814 765-6747
814 765-2554
FAX 814 768-9410

E.L. BRAID CLAIM SERVICE, INC.

P.O. BOX 946

CLEARFIELD, PA 16830

ASSIGNED: 4/17/02

REPORTED: 4/24/02

COMPANY: DALEY UNDERWRITERS

POLICY: _____

ADJUSTER: _____

DATE OF ACCIDENT: 4/01/02

INSURED: BERTOTLY, JASON

CLAIM NUMBER: _____

CLAIMANT: _____

OUR FILE NUMBER: 4-2170

APPRAISAL OF INSURED VEHICLE

APPRAISAL OF CLAIMANT VEHICLE

ENCLOSURES: Appraisal Report
 Vehicle Evaluation Report
 Photographs ()
 Estimates/Towing Bill, Etc.
 Service Invoice

REMARKS: You had requested an appraisal on the insured vehicle of Jason Bertotly. This is a 1997 Peterbilt, Model 379, Tractor.

Attached you will find our itemized estimate for repairs needed to this vehicle. I did go over these figures with the owner and he is in agreement with them. This estimate is in the amount of \$12,004.72, plus customer allowance of \$143.43 for a net total of \$12,148.15. I do not know the deductible amount for this policy. I did not have that information, so that needs to be taken off of this estimate as well. Also, attached you will find a set of photographs that the owner provided to me showing the vehicle that was in front of him and the load that was falling off of it. Also, attached you will find photographs showing the damages to this vehicle along with explanations of those photographs. You will also find attached copies of slips from L.A. Truck Repair for the temporary repairs and a copy from Cleveland Brothers for the oil pan replacement that has not been done yet. I have discussed this truck with Jim Galbreath and, as per our phone conversations, I have talked with two (2) shops in this general area about the fender and grill. I have decided to go ahead and replace them, because it would not be 100% certain that they could be repaired. Also, we have discussed the possibility of holding back funds until all of these items would be replaced, especially the higher priced items, such as the fuel tank, the right front fender, the grill and, possibly, the air cleaner case or canister. I will let that up to you whether you want to hold back funds until the owner would have them replaced. If you do so, we could pick up the salvage items at that time and sell them to a salvage buyer. There are a couple of buyers in this area that may have interest in these items but, again, I will let that up to your determination. Otherwise, this estimate and information should be self-explanatory.

We appreciate this opportunity of assisting and ask consideration for our service billing.

Very Truly Yours,

E.L. BRAID CLAIM SERVICE, INC.

Larry Lumadue

Larry Lumadue

LL/bl
Enclosures

Date: 4/24/2002 11:43 AM
 Estimate ID: 42170
 Estimate Version: 0
 Preliminary
 Profile ID: CUSTOMIZED

E.L. BRAID CLAIM SERVICE, INC.

PO BOX 846 CLEARFIELD, PA 16830
 (814) 768-8747
 Fax: (814) 768-8410

Damage Assessed By: Larry Lummudue 140450

Date of Loss: 4/1/2002
 Contact Date: 4/17/2002
 Deductible: UNKNOWN
 File Number: 42170
 Claim Number: BERTOTLY

Arrival Date: 4/20/2002
 Accident Date: 4/1/2002

Insured: JASON BERTOTLY
 Address: 761 BLACK Moshannon RD PHILIPSBURG, PA 16886
 Telephone: Home Phone: (814) 342-5410

Mitchell Service: 911000

Description: 87 PETERBUILT MODEL 378 TRACTOR
 VIN: 1XPKD89X7VN418760
 Mileage: 843,936
 OEM/ALT: O
 Color: WHITE

License: AE 44082 PA
 Search Code: B148020

Line Item	Part Type/Part Number	Dollar Amount	Labor Units
1 900600 BODY - REMOVE/INSTALL	Existing	2.0*	
2 900500 BODY - REMOVE/REPLACE	New	495.95 *	1.0*
3			
4 REF REFINISH/REPAIR			2.0*
5 900600 BODY - REMOVE/REPLACE	**Qual Repl Part	48.00 *	INC*
6 900500 BODY - REMOVE/REPLACE	New	388.37 *	3.0*
7 REF REFINISH/REPAIR			3.0*
8 900600 BODY - REMOVE/REPLACE	New	131.78 *	INC*
9 900600 BODY - REMOVE/REPLACE	New	114.32 *	0.0*
10 900600 BODY - REMOVE/INSTALL	Existing	0.0*	
11 900600 BODY - REMOVE/REPLACE	SSB20239	1,042.43 *	1.0*
12 900600 BODY - REMOVE/REPLACE	New	1,417.00 *	1.0*
13 900600 BODY - REMOVE/REPLACE	New	1,770.00 *	2.0*
14 REF REFINISH/REPAIR			6.0*
15 900600 BODY - REPAIR	Existing	1.0*	
16 900600 BODY - REMOVE/REPLACE	New	62.00 *	INC*
17 900600 BODY - REMOVE/REPLACE	**Qual Repl Part	780.00 *	1.0*
18 900600 BODY - REMOVE/INSTALL	Existing	1.0*	
19 900600 BODY - REPAIR	Existing	1.0*	
20 REF REFINISH/REPAIR			3.0*
21 900600 BODY - REMOVE/REPLACE	New	332.00 *	1.2*
22 900600 BODY - REMOVE/REPLACE	**Qual Repl Part	48.00 *	INC*
23 900600 BODY - REMOVE/REPLACE	New	92.48 *	1.0*
24 900600 BODY - REPAIR	Sublet	80.00 *	INC*
25			

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 42170

Mitchell Data Version: APR_02_A
 UltraMate Version: 4.7.007

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Page 1 of 6

Date: 4/24/2002 11:49 AM
 Estimate ID: 42170
 Estimate Version: 0.
 Preliminary
 Profile ID: CUSTOMIZED
 Existing
 ~Qua Repl Part 279.00 * 0.5*
 0.5*
 117.18
 1,438.14 * INC*
 899.40 * INC*
 150.00 * INC*
 60.00 *
 200.81 *
 6.00 *
 0.00 * 6.0*
 20.00 * 1.0*
 520.00 *

28	800500	BDY*	REPAIR	TOUCH UP SMALL MARK ON LEFT SLEEPER
27	800500	BDY*	REMOVE/REPLACE	RIGHT FRONT STEER TIRE HAS BEEN PLUGGED AND MOVED TO TRAILER
28				1992 NEW -11/92 REMAINING
29				28576R X24.8 CONTINENTAL H841
30				PRICED AT GOOD TIRE CO
31				RIGHT FRONT STEER TIRE \$42.00
32	800500	BDY*	BETTERMENT - P. REMOVE/REPLACE	ENGINE OIL PAN (CLEVELAND BROS)
33				SLIP ATTACHED
34	800600	BDY*	REPAIR	TEMPORARY REPAIRS TO MAKE DRIVABLE
35				SLIP ATTACHED
36	800500	MCH*	ALIGN	ALIGN FRONT END
37	936004		ADD'L COST	SHIPPING
38				FOR BUMPER
39	838011		ADD'L COST	APPEARANCE ALLOWANCE
40				FOR LEFT AIR CLEANER DENT ON LOWER CASE
41				25% OF COST OF PART 1042.43
42	936012		ADD'L COST	HAZARDOUS WASTE DISPOSAL
43	933001	REF	ADD'L OPR	ADD'L CLEAR COAT
44	933016	REF	ADD'L OPR	MASK FOR OVERSPRAY
45	AUTO		ADD'L COST	PAINT/MATERIALS

* - Judgement Item

NO SUPPLEMENTS WITHOUT PRIOR AUTHORIZATION AND
PARTS MUST BE RETAINED UNTIL PAID

L&Q [USED- QUALITY RECYCLED PARTS] ARE SEARCHED FOR AT THESE
SUPPLIERS

CRISTINI AUTO WRECKING
800 672 7160 BROCKPORT NY

RICK'S AUTO SALVAGE
800 366 1798 KERSEY PA

TRIPPLETTES AUTO SALVAGE
800 822 5555 AKRON OH

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 42170
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Mitchell Data Version:
UltraMate Version:

APR_02_A
4.7.907

Page 2 of 8

Date: 4/24/2002 11:43 AM
Estimate ID: 42179
Estimate Version: 0.
Preliminary
Profile ID: CUSTOMIZED

This is a preliminary estimate.

Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact
12 Front Center (P), 3 Right Side (S), 9 Left Side (S)

Insurance Co.: DALEY UNDERWRITERS

Inspection Site: RESIDENCE
Inspection Date: 4/20/2002

Body Shop: DENVER TRUCK PAINTING
Address: 181 MUDDY CREEK CHURCH ROAD
Telephone: DENVER, PA 17817
(717) 338-4841
Fax Phone: (717) 338-7422

DEDUCTIBLE 1000.00
- 10808.15

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 4 2170
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Copyright (C) 1994 - 2000 Mitchell International
All Rights Reserved

Mitchell Data Version: APR_02_A
Ultramate Version: 4.7.007

Cleveland Bros. Caterpillar
Midwest Div.
Milwaukee, WI

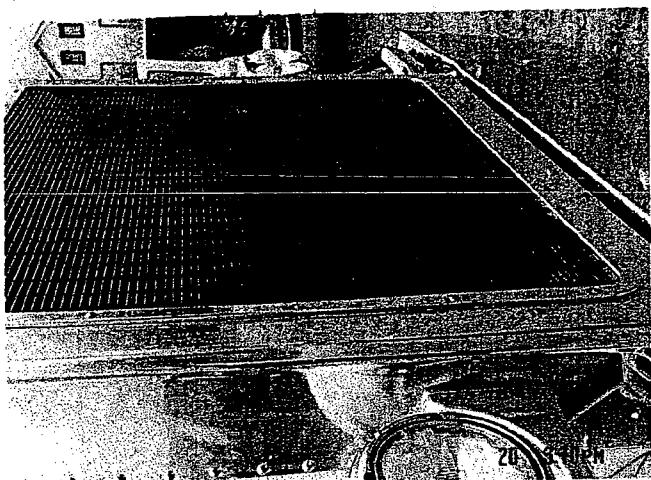
355-3500

CUSTOMER NAME Jean Beshay DATE 4/3/82
WORK ORDER # SEG K83930

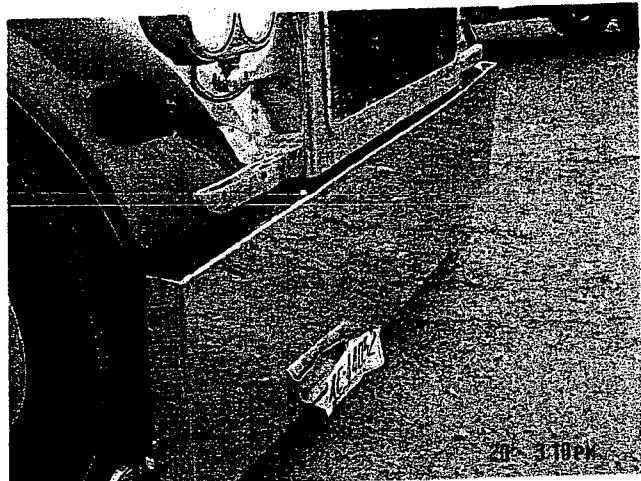
MECHANICS NUMBER _____ BAY LOCATION _____

- NEED NOW
- COURIER
- 4 HOURS
- DAYS
- HOLD IN PARTS
- CUSTOMER PICKUP
- INFORM SUPERVISOR OF STATUS
- AIR FREIGHT
- WARRANTY
- STOCK ORDER
- CHECK FOR REMAN PARTS
- CHECK FOR USED PARTS

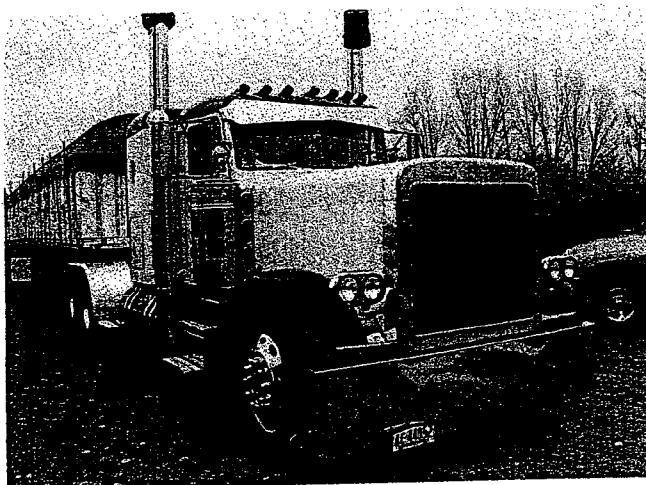
QUANTITY	PART NO.	DESCRIPTION	PRICE
1	1504638	01/ fan	1097.79
1	18716	Felt for 19.14	
1	4611157	95ft. 13.16	
1	15-10	oil 59.70	
1	4C420	Paint 6.35	
			224.00
			Labor 37hrs.
			1130.44



Grille From Side

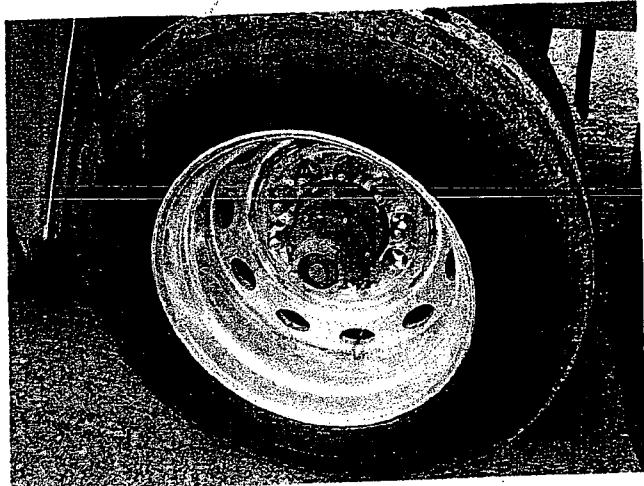


Frt Bumper/ Grille

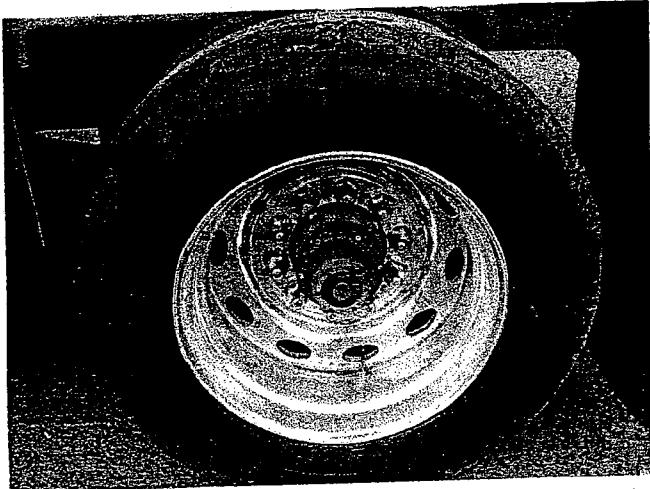




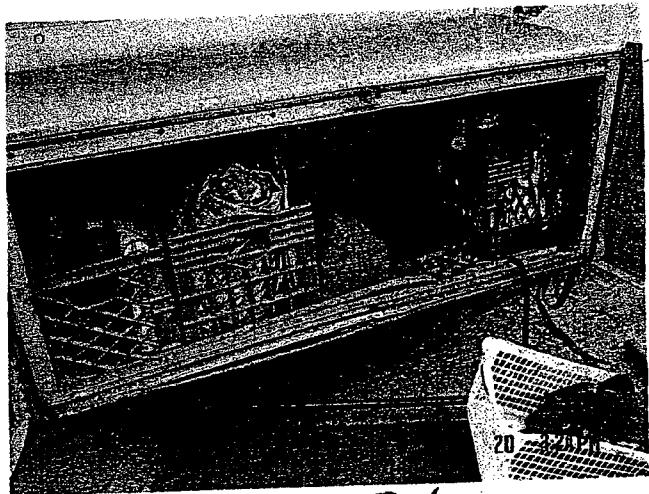
Wind Shield - Stone Chip
Can't Be Seen in this Photo
Approp. this size → •



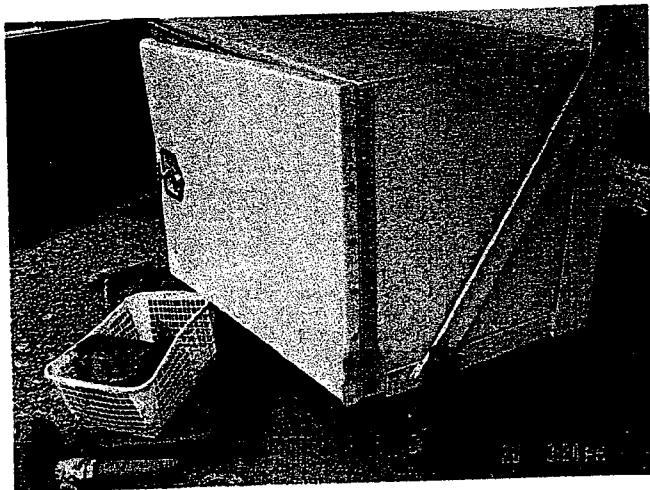
Tire that was on
RIGHT Front - PLUGGED & Moved
to TRAILER (Per owner)



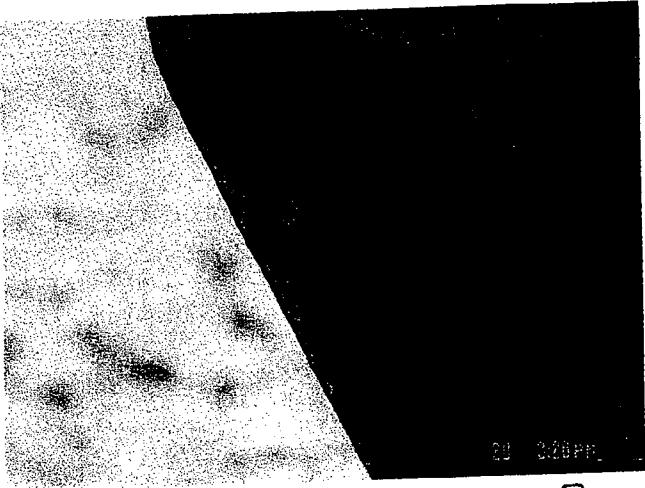
Same tire - Chanc't out of Sidewall
on Inside - UNABLE to Photo
Did Feel it 1 to 1 1/2" Diameter
- 2 to 3" deep -



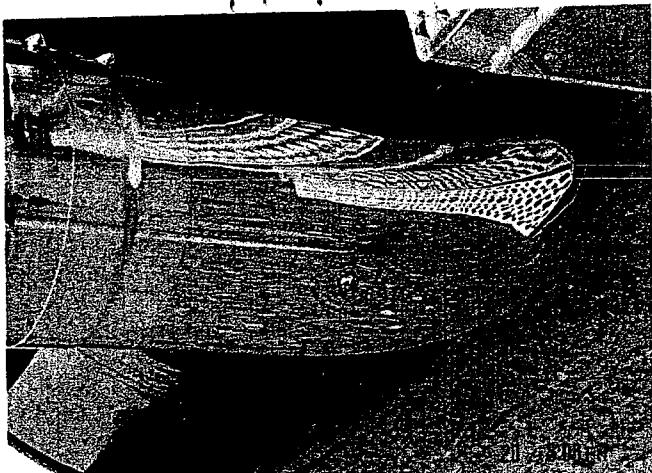
TRAILER TOOL BOX



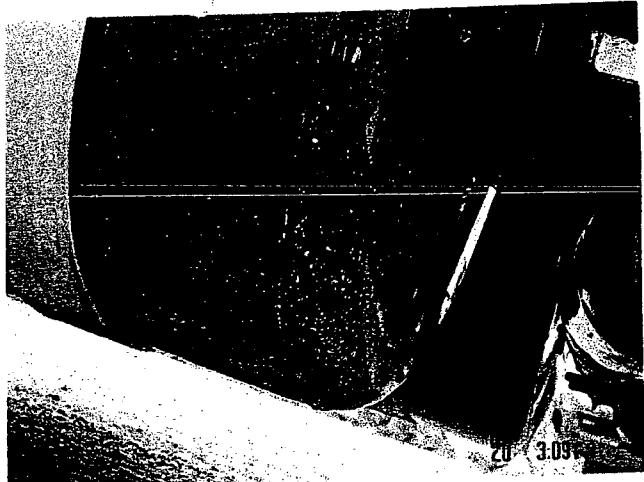
TRAILER TOOL BOX



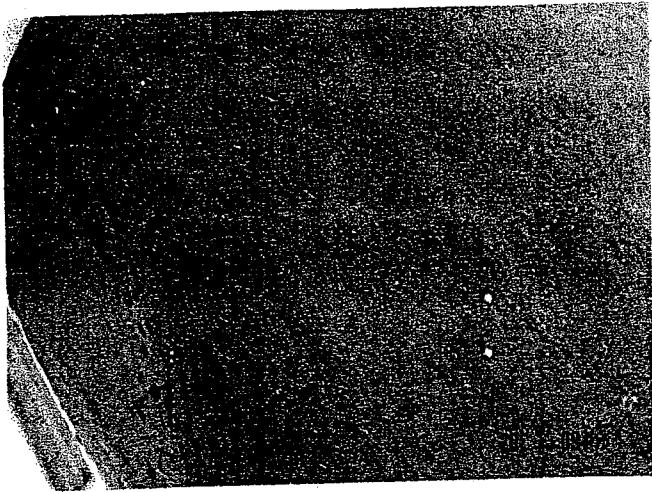
Refined Area of O.L Pan



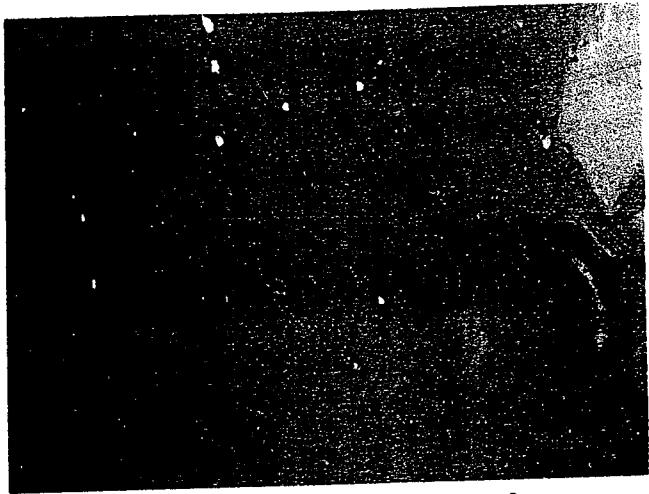
Dent in Right
Exhaust SLBO



Dent Right Fuel Tank



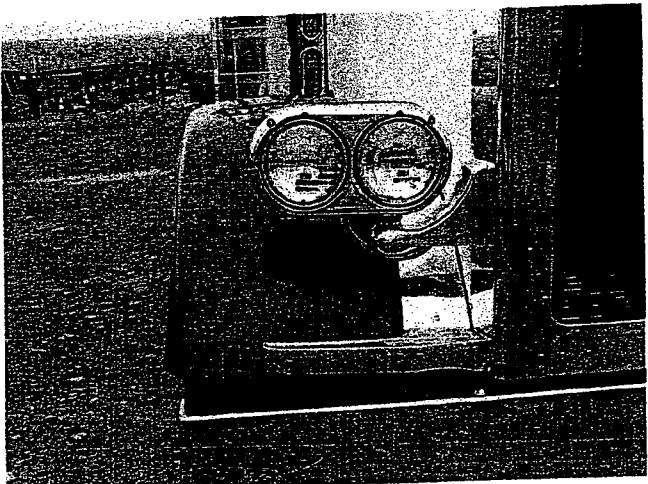
R/Tank



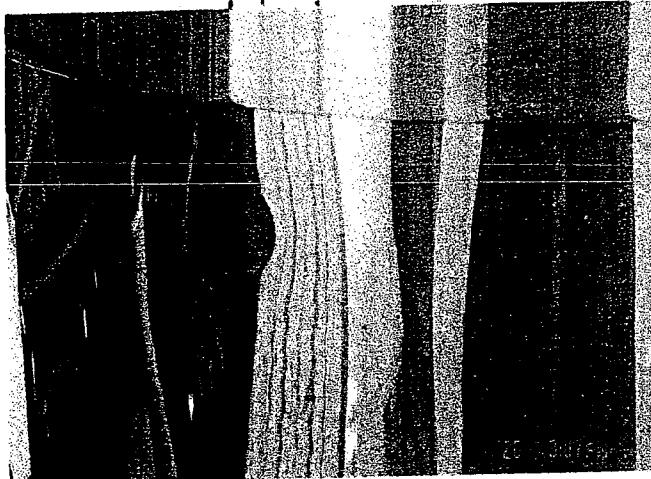
Right underside of
Fuel Tank - Patched Area



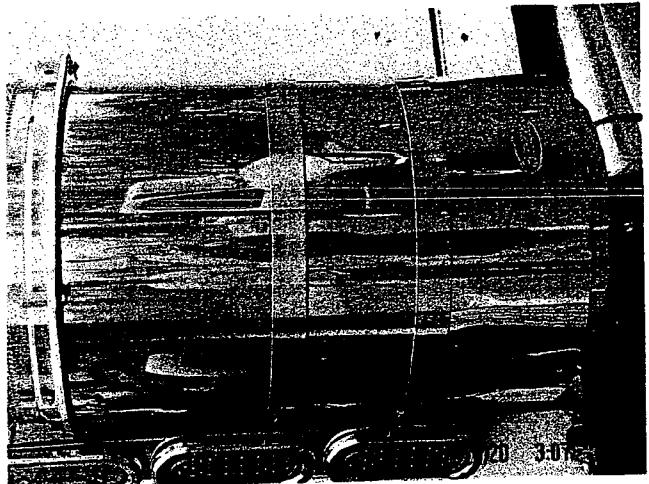
Lip at Rear of
Right Front Fender



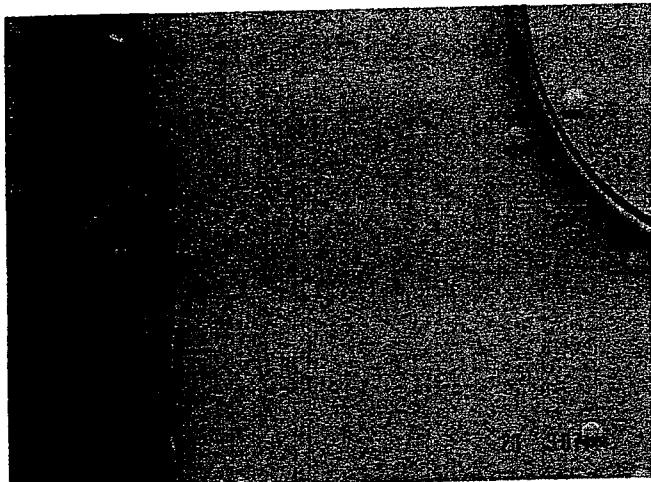
R.F. Fender



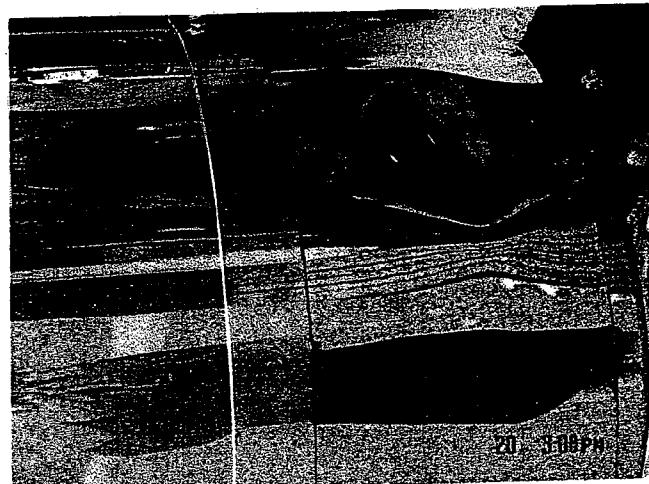
Dent on Left A/Filter



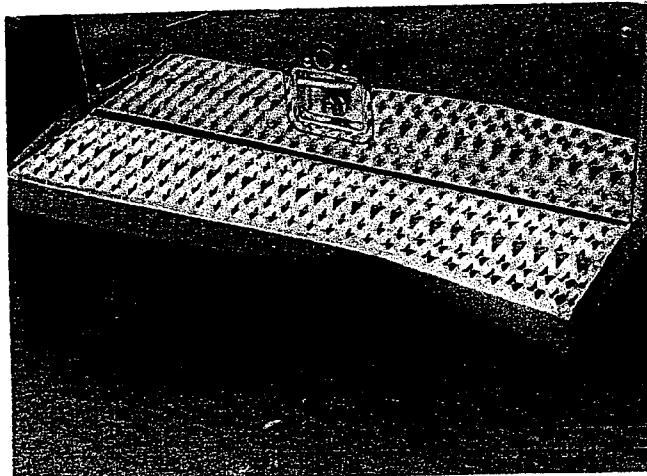
Left Air Filter



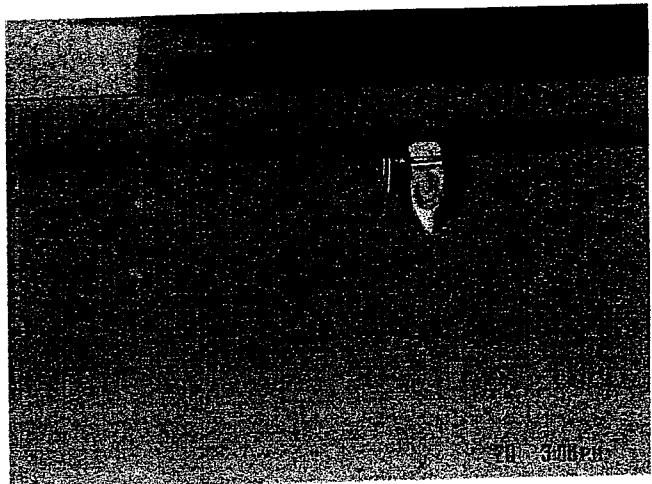
Small Chip in Paint
Left Sleeper Corner



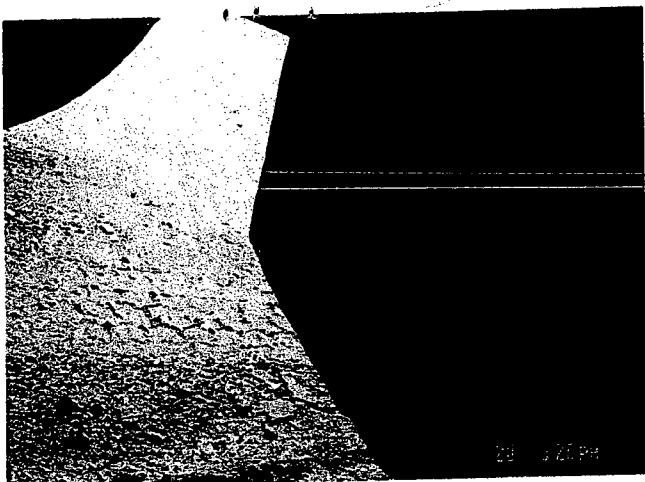
Right Air Filter



Right Tool/Box
Step ASSM



R Sleeper Feet Corner



OIL PAN - REPAIRED AREA



UNDERWRITERS OF AMERICA
CARLISLE, PENNSYLVANIA

April 25, 2002

Mr. Jason T. Bertothy
1761 Black Moshannon Road
Phillipsburg, Pa. 16866

File No. : PP04-02-012
D/O/L : 4-1-02

Dear Mr. Bertothy

We have reviewed the materials as submitted by appraiser Larry Lamedue and the temporary repair slips. We find that in the temporary repair that some charges are duplicated in the actual appraisal. These would be the 2 patch plugs and labor for the tire as the appraisal calls for replacement of the tire and the oil pan patch and 10 gal of oil and also the drain and repair of the fuel tank.

These items are all covered in the final repair and the work done in the temporary repair which must be redone in the final repair goes to the issue of down time. Since we do not cover down time we have rejected these items and you should include them in your down time claim.

As advised if you would prepare your down time claim and submit copy to our office we will submit it together with the collision loss claim including your deductible.

We attach our check for the total amount of \$10,808.15 together with copy of appraisal.

Very truly yours
J. M. Galbreath
800-733-2459 Ext 283

DAILY UNDERWRITERS
(Check Request Form)

Date 4/26/02 19

Claim No. PP04-02-012

Insured
Jason Bertotiy

Date of
Loss
4/1/02

PAY THE Ten thousand eight hundred eight and 15/100
SUM OF DOLLARS (\$ 10,808.15

FOR:

Jason T. Bertotiy
1761 Black Moshannon Rd.
Phillipsburg, PA 16866

REQUESTED BY
MM

APPROVED BY
MM

DATE	DESCRIPTION	Trailer	Policy	Cert.	FULL AMOUNT
04/29/02	PP04-2-012				
					<u>10,808.15</u>

4.29.02

011403	CHECK NO.	005552	TOTAL	10,808.15
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COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

Number 441- 2003 C.D.

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.,

Type of Case: Civil Division

Type of Pleading: Pretrial Statement

Defendant.

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

RECEIVED
DEC 27 2004
COURT ADMINISTRATOR'S
OFFICE

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

JASON T. BERTOTHY,

CIVIL ACTION - LAW

Plaintiff,

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vs.

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293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

RECEIVED

DEC 27 2004

COURT ADMINISTRATOR'S
OFFICE

JASON T. BERTOTHY,

Plaintiff,

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
* Civil Action- Law

*

*

*

*

*

*

* Number 441 of 2003 C. D.

PRETRIAL MEMORANDUM

I- FACTS

On April 1, 2002, and all times material to this Complaint, the Plaintiff was operating his 1997 Peterbilt, Model 379, tractor which was towing a trailer on Interstate 80 in the eastern part of Pennsylvania. At the same time and place, William E. Droll, Jr., an employee and agent of Wallace Transportation, Inc. was operating a tractor-trailer, on behalf Wallace Transportation, Inc., at a point in front of the Plaintiffs' tractor-trailer.

The tractor-trailer which was being operated by the Defendant, William E. Droll, Jr., was hauling crushed automobiles. Suddenly and without warning, debris fell from his tractor-trailer unit onto the traveled portion of Interstate 80 and struck the tractor- trailer owned by the Plaintiff, Jason T. Bertothy, which caused damages to them.

The Plaintiff has filed the within lawsuit against the Defendants on account of their negligence in not properly securing the material which was being hauled.

II.- WITNESSES

1. Jason Bertothy- liability and damages.
2. Larry Lumadue, E.L. Braid Claim Service, Inc., P.O. Box 946, Clearfield,

Pennsylvania- damages.

3. William E. Droll- liability and damages.
4. Any witness set forth in Defendants' Pretrial Statement.

III.- APPLICABLE LAW

1. General law of negligence.
2. 75 P.S. Section 3709.
3. General agency law.

IV.- STATEMENT OF DAMAGES

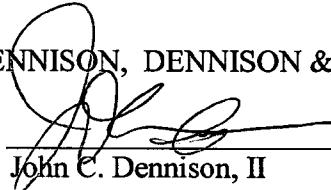
The Plaintiff's tractor trailer suffered damages, and the cost to repair these damages is Twelve Thousand Five Hundred Eighty-nine and 97/100 Dollars (\$12,589.97) as set forth on a damage assessment prepared by Larry Lamedue. In addition, Plaintiff was unable to use his tractor-trailer for seven (7) days at a loss of \$300.00 per day which equals a total loss of \$2,100.00. The right tool box in the trailer was damaged at a cost of \$750.00. Plaintiff claims total damages in the amount of \$15,439.97.

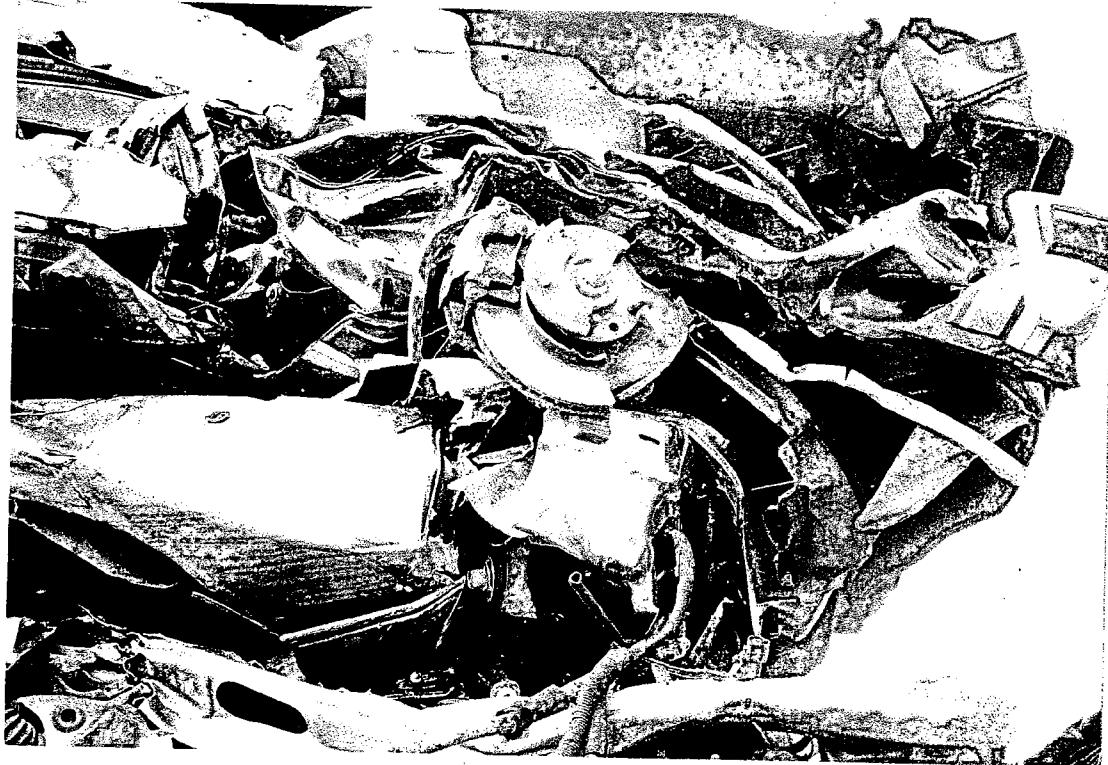
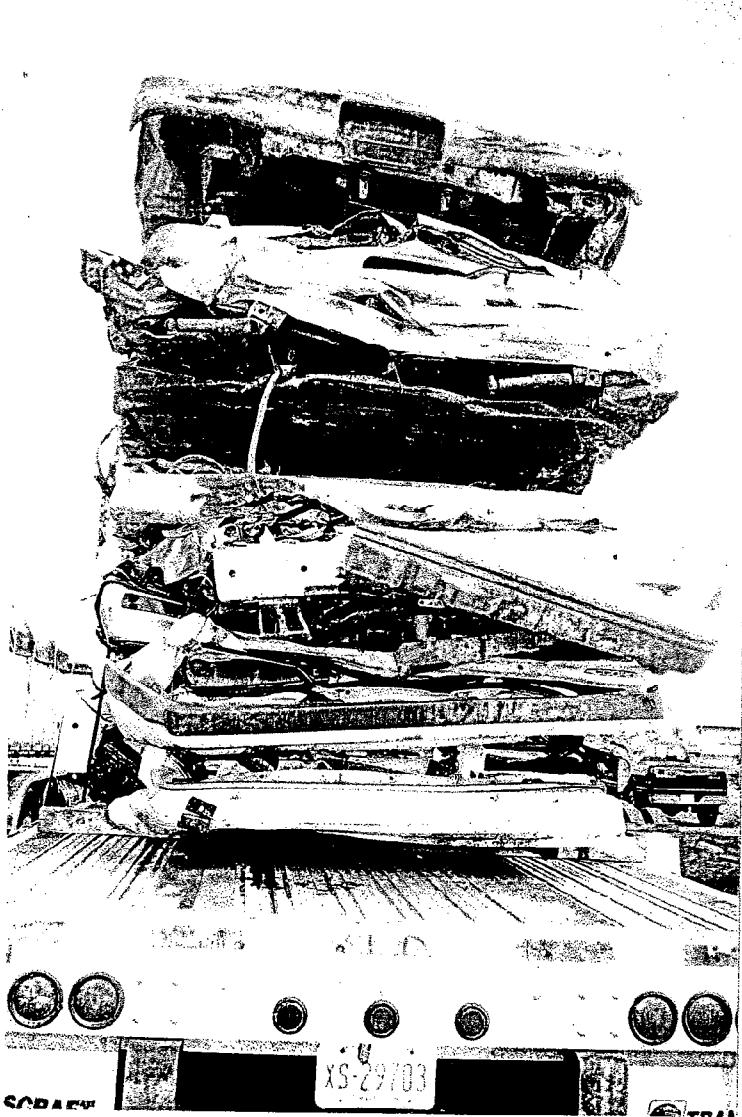
V.- EXHIBITS

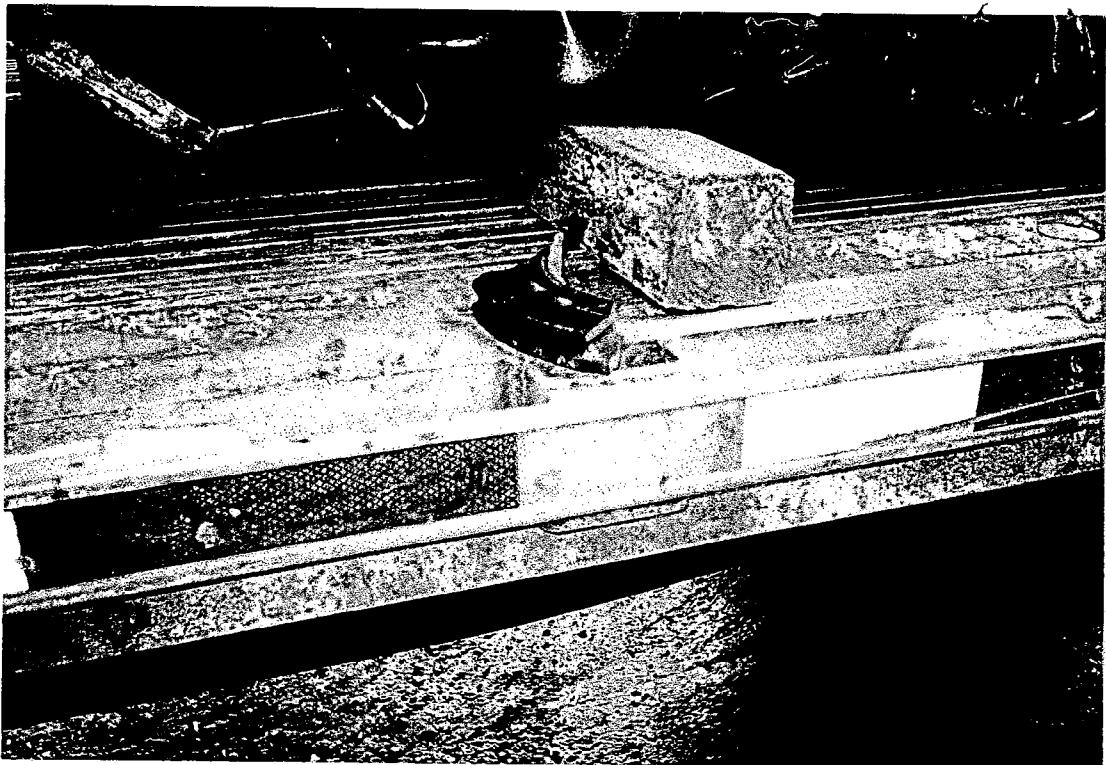
Notice as of December 21, 2004, is hereby given that all documents which are attached to this Pretrial Statement are Exhibits which will be introduced at the trial of this case pursuant to Pennsylvania Rule of Civil Procedure 1305.

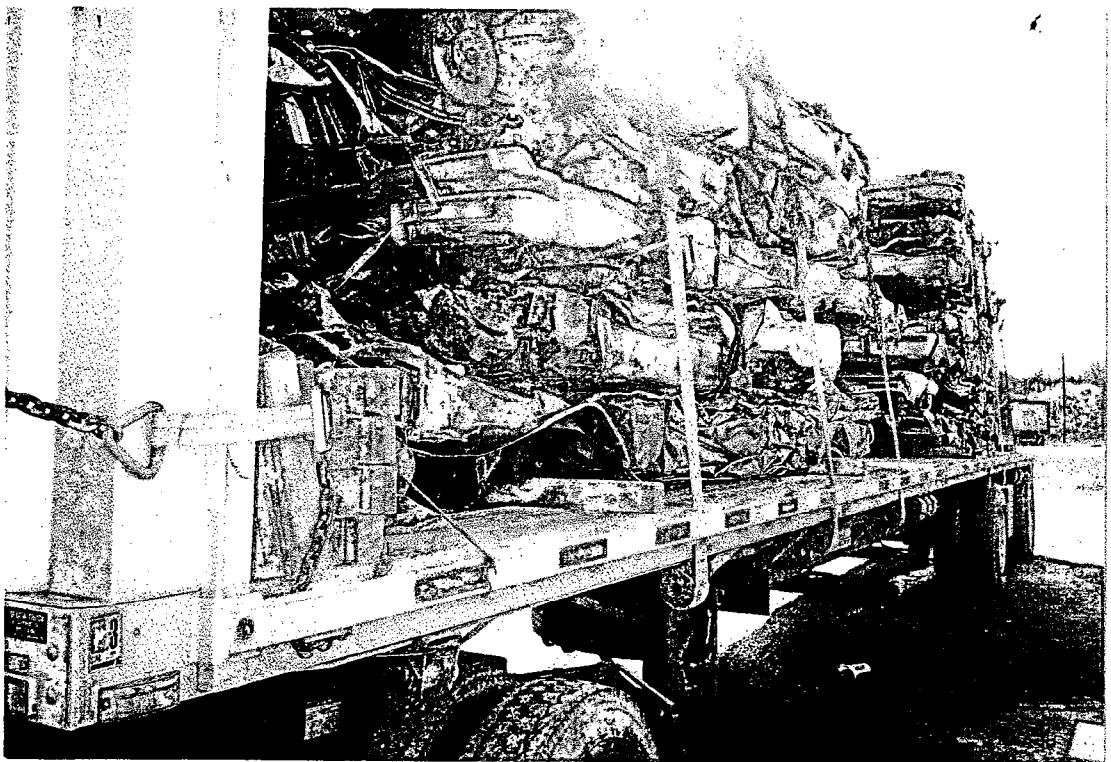
DENNISON, DENNISON & HARPER

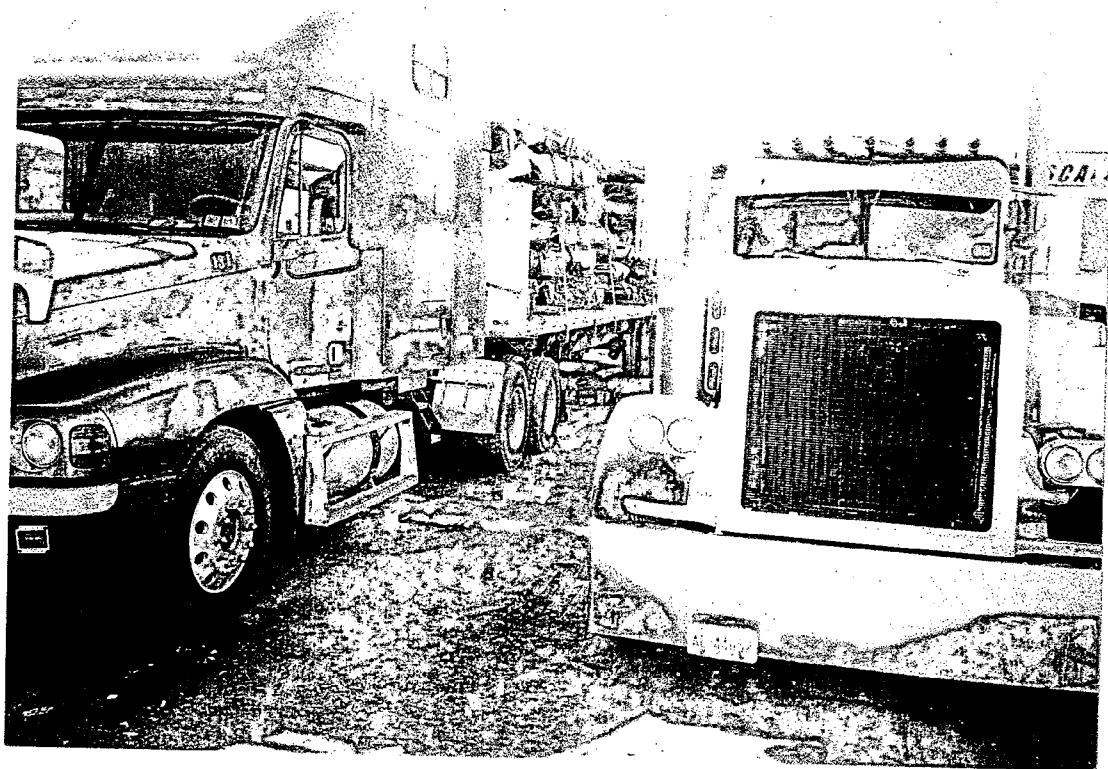
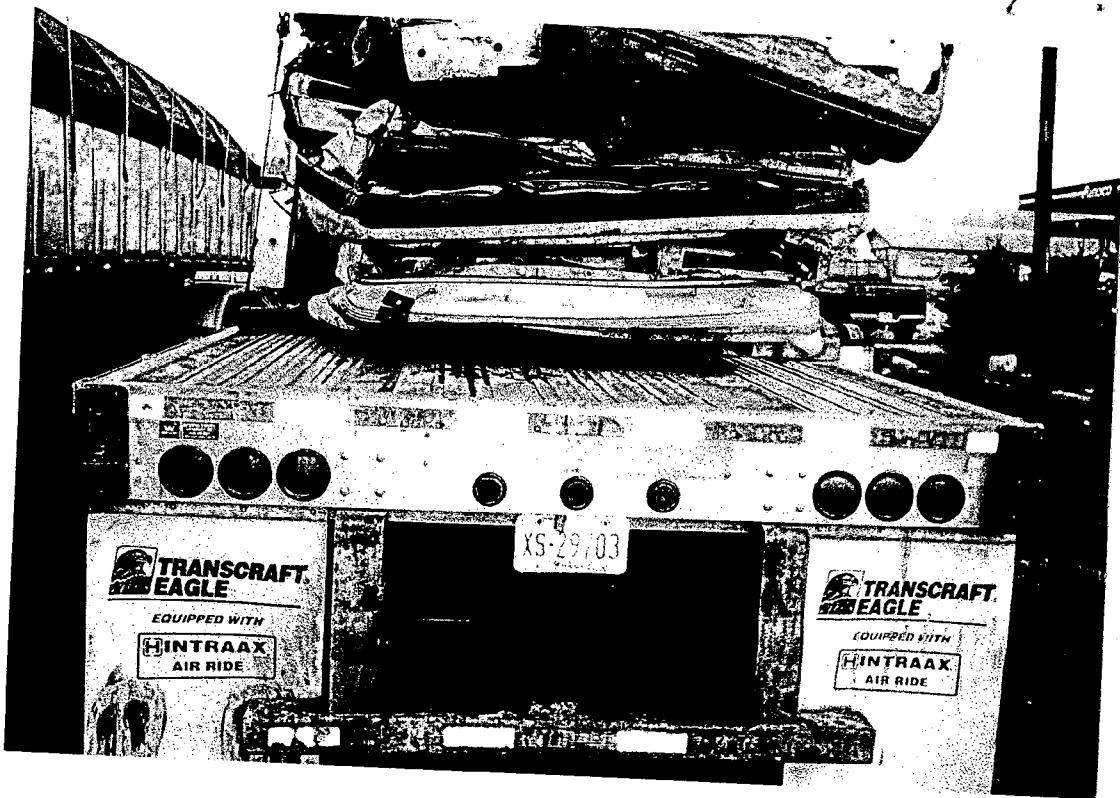
By

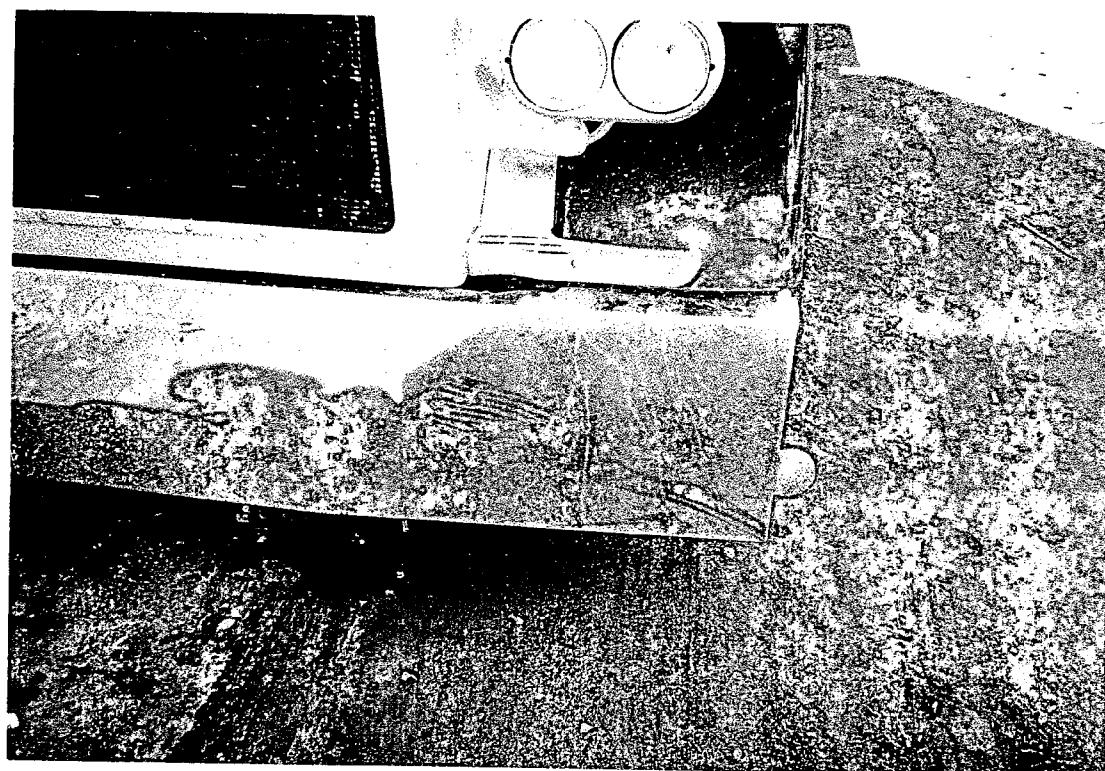

John C. Dennison, II
293 Main Street
Brookville, PA 15825
Attorneys for Plaintiff

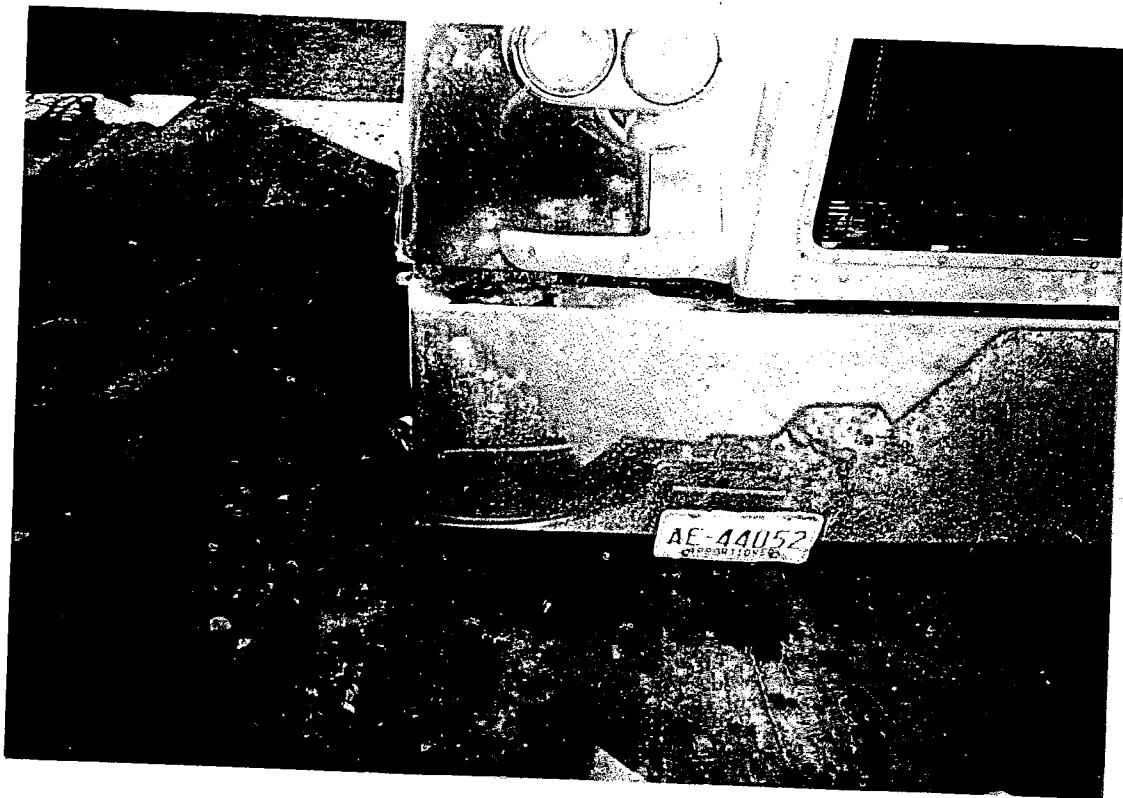


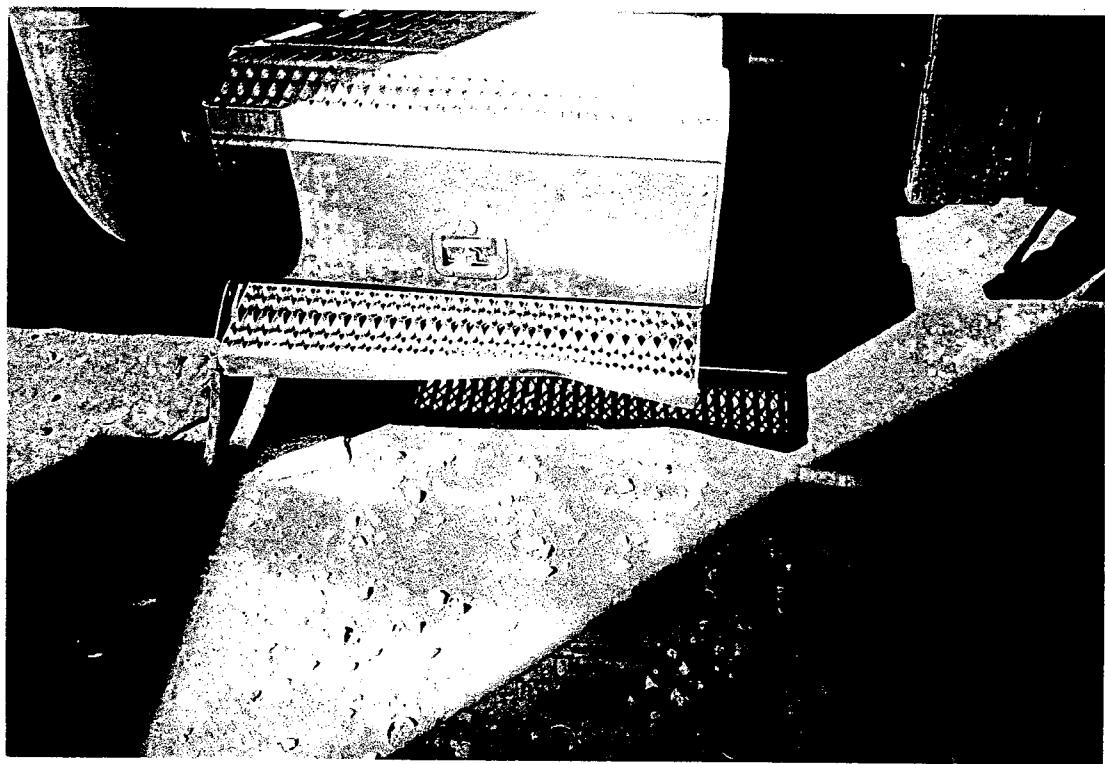


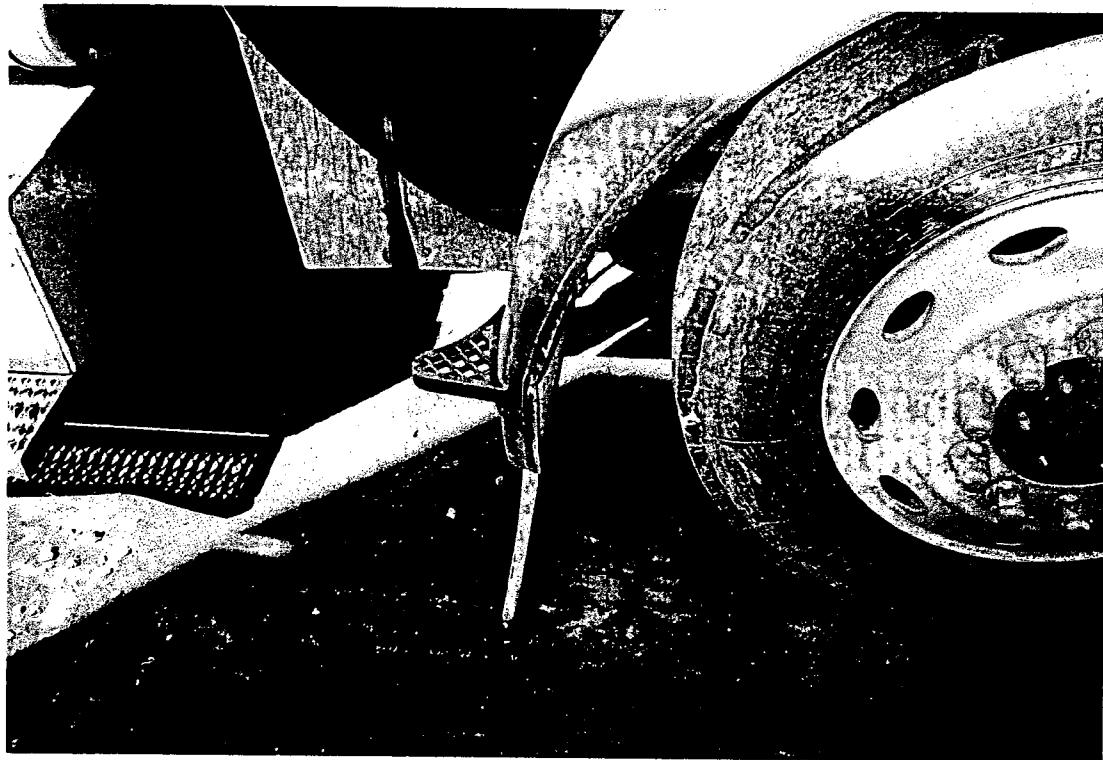


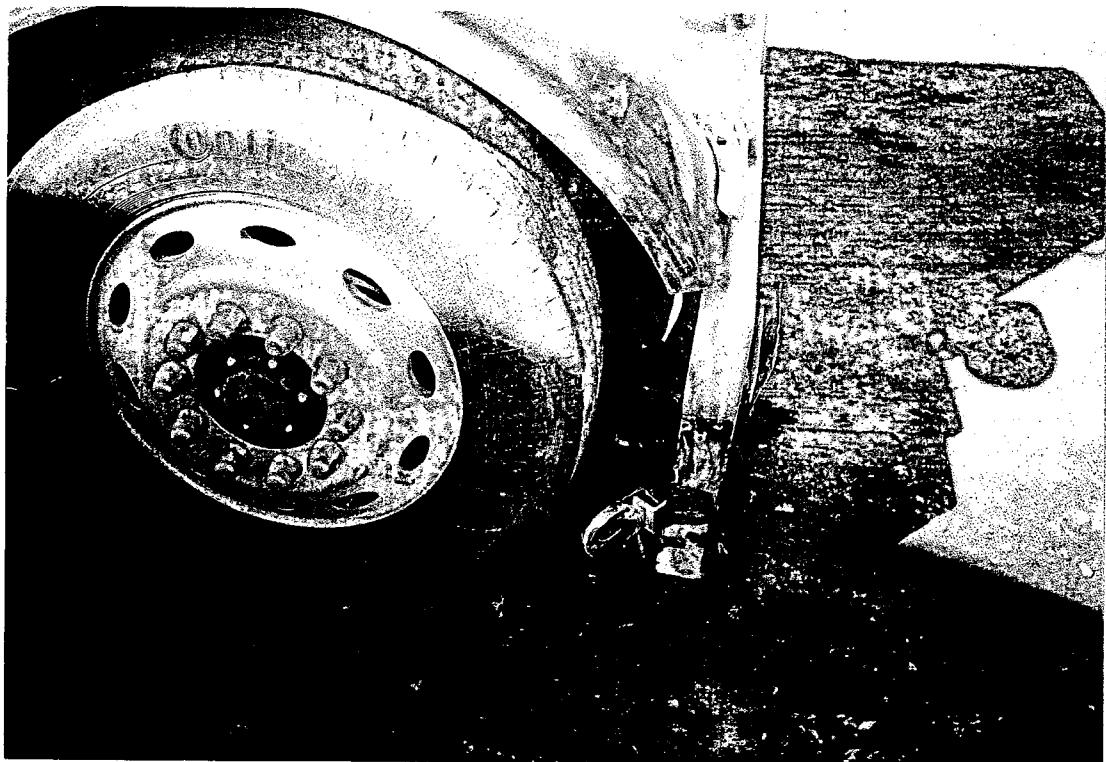












Itemized List For Jason T Bertothy

- Right Tool Box \$750.00

- **7 Days of Down Time** \$2100.00
\$300.00/ day

- Air Cleaner \$750.00

Ins only paid \$250.00 for appearance allowance

814 765-6747
814 765-2554
FAX 814 768-9410

E.L. BRAID CLAIM SERVICE, INC.

P.O. BOX 946

CLEARFIELD, PA 16830

ASSIGNED: 4/17/02

REPORTED: 4/24/02

COMPANY: DALEY UNDERWRITERS

POLICY: _____

ADJUSTER: _____

DATE OF ACCIDENT: 4/01/02

INSURED: BERTOTLY, JASON

CLAIM NUMBER: _____

CLAIMANT: _____

OUR FILE NUMBER: 4-2170

APPRAISAL OF INSURED VEHICLE

APPRAISAL OF CLAIMANT VEHICLE

ENCLOSURES: Appraisal Report
 Vehicle Evaluation Report
 Photographs ()
 Estimates/Towing Bill, Etc.
 Service Invoice

REMARKS: You had requested an appraisal on the insured vehicle of Jason Bertotly. This is a 1997 Peterbilt, Model 379, Tractor.

Attached you will find our itemized estimate for repairs needed to this vehicle. I did go over these figures with the owner and he is in agreement with them. This estimate is in the amount of \$12,004.72, plus customer allowance of \$143.43 for a net total of \$12,148.15. I do not know the deductible amount for this policy. I did not have that information, so that needs to be taken off of this estimate as well. Also, attached you will find a set of photographs that the owner provided to me showing the vehicle that was in front of him and the load that was falling off of it. Also, attached you will find photographs showing the damages to this vehicle along with explanations of those photographs. You will also find attached copies of slips from L.A. Truck Repair for the temporary repairs and a copy from Cleveland Brothers for the oil pan replacement that has not been done yet. I have discussed this truck with Jim Galbreath and, as per our phone conversations, I have talked with two (2) shops in this general area about the fender and grill. I have decided to go ahead and replace them, because it would not be 100% certain that they could be repaired. Also, we have discussed the possibility of holding back funds until all of these items would be replaced, especially the higher priced items, such as the fuel tank, the right front fender, the grill and, possibly, the air cleaner case or canister. I will let that up to you whether you want to hold back funds until the owner would have them replaced. If you do so, we could pick up the salvage items at that time and sell them to a salvage buyer. There are a couple of buyers in this area that may have interest in these items but, again, I will let that up to your determination. Otherwise, this estimate and information should be self-explanatory.

We appreciate this opportunity of assisting and ask consideration for our service billing.

Very Truly Yours,

E.L. BRAID CLAIM SERVICE, INC.

Larry Lumadue

Larry Lumadue

LL/b1
Enclosures

Date: 4/24/2002 11:43 AM
 Estimate ID: 4 2170
 Estimate Version: 0
 Preliminary
 Profile ID: CUSTOMIZED

E.L. BRAID CLAIM SERVICE, INC.

PO BOX 946 CLEARFIELD, PA 16830
 (814) 766-6747
 Fax: (814) 768-9410

Damage Assessed By: Larry Lumadue 140450

Date of Loss: 4/1/2002
 Contact Date: 4/17/2002
 Deductible: UNKNOWN
 File Number: 4 2170
 Claim Number: BERTOTLY

Arrival Date: 4/20/2002
 Accident Date: 4/1/2002

Insured: JASON BERTOTLY
 Address: 781 BLACK MOSHANNON RD PHILIPSBURG, PA 16866
 Telephone: Home Phone: (814) 342-6430

Mitchell Service: 911000

Description: 97 PETERBILT MODEL 379 TRACTOR
 VIN: 1XP8DB9X7VN418760
 Mileage: 593,830
 OEM/ALT: O
 Color: WHITE

License: AE 44052 PA

Search Code: B149020

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
1	900800	BDY *	REMOVE/INSTALL	HOOD	Existing		2.0*
2	900800	BDY *	REMOVE/REPLACE	GRILLE	New	496.85 *	1.6*
3				BLACK POWDER COATED			
4		REF	REFINISH/REPAIR	GRILLE			2.0*
5	900800	BDY *	REMOVE/REPLACE	S/S HUCK RIVETS	**Qual Repl Part	48.00 *	INC*
6	900800	BDY *	REMOVE/REPLACE	RIGHT FRONT FENDER	New	388.37 *	3.5*
7		REF	REFINISH/REPAIR	RIGHT FRONT FENDER			3.6*
8	900800	BDY *	REMOVE/REPLACE	RIGHT FENDER LINER	New	131.78 *	INC*
9	900800	BDY *	REMOVE/REPLACE	RIGHT GRILLE CASTING	New	114.32 *	0.6*
10	900800	BDY *	REMOVE/INSTALL	RIGHT HEADLAMP	Existing		0.6*
11	900800	BDY *	REMOVE/REPLACE	RIGHT AIR CLEANER LOWER CANISTER	56B20238	1,042.43 *	1.0*
12	900800	BDY *	REMOVE/REPLACE	RIGHT TOOL BOX	New	1,417.00 *	1.0*
13	900800	BDY *	REMOVE/REPLACE	RIGHT FUEL TANK	New	1,770.00 *	2.0*
14		REF	REFINISH/REPAIR	RIGHT FUEL TANK			6.0*
15	900800	BDY *	REPAIR	DRAIN AND REFILL RIGHT FUEL TANK	Existing		1.0*
16	900800	BDY *	REMOVE/REPLACE	RIGHT FUEL TANK WEBBING	New	82.58 *	INC*
17	900800	BDY *	REMOVE/REPLACE	FRONT BUMPER	**Qual Repl Part	780.00 *	1.0*
18	900800	BDY *	REMOVE/INSTALL	BUMPER LAMPS	Existing		1.0*
19	900800	BDY *	REPAIR	RIGHT FRONT SLEEPER CORNER PANEL	Existing		1.0*
20		REF	REFINISH/REPAIR	RIGHT FRONT SLEEPER CORNER PANEL			3.6*
21	900800	BDY *	REMOVE/REPLACE	RIGHT EXHAUST LOWER ELBO	New	332.00 *	1.2*
22	900800	BDY *	REMOVE/REPLACE	MISC SHOP SUPPLYS	**Qual Repl Part	40.00 *	INC*
23	900800	BDY *	REMOVE/REPLACE	TRANSMISSION OIL COOLER	New	82.48 *	1.0*
24	900800	BDY *	REPAIR	STONE CHIP REPAIR TO WINDSHIELD	Sublet		80.00 * INC*
25				NOVIS SYSTEM			

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 4 2170

Mitchell Data Version: APR_02_A
 UltraMate Version: 4.7.007

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Page 1 of 8

Date: 4/24/2002 11:49 AM
 Estimate ID: 4 2170
 Estimate Version: 0
 Preliminary
 Profile ID: CUSTOMIZED

26	900800	BDY*	REPAIR	TOUCH UP SMALL MARK ON LEFT SLEEPER		0.5*
27	900800	BDY*	REMOVE/REPLACE	RIGHT FRONT STEER TIRE		
28				HAS BEEN PLUGGED AND MOVED TO TRAILER		
29				10/32 NEW -11/32 REMAINING		
30				285/60R24.5 CONTINENTAL H841		
31				PRICED AT GOOD TIRE CO		
32				RIGHT FRONT STEER TIRE \$42.00		117.18
33	900800	BDY*	BETTERMENT - P	ENGINE OIL PAN [CLEVELAND BROS]	Sublet	1,430.14* INC*
34			REMOVE/REPLACE	SLIP ATTACHED		
35	900800	BDY*	REPAIR	TEMPORARY REPAIRS TO MAKE DRIVABLE	Sublet	889.46* INC*
36				SLIP ATTACHED		
37	900800	MCH*	ALIGN	ALIGN FRONT END	Sublet	150.00* INC*
38	938004		ADD'L COST	SHIPPING		60.00*
39				FOR BUMPER		
40	938011		ADD'L COST	APPEARANCE ALLOWANCE		200.01*
41				FOR LEFT AIR CLEANER DENT ON LOWER CASE		
42				25% OF COST OF PART 1042.43		
43	938012		ADD'L COST	HAZARDOUS WASTE DISPOSAL		6.00*
44	933001	REF	ADD'L OPR	ADDL CLEAR COAT		0.00* 6.0*
45	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		20.00* 1.0*
46	AUTO		ADD'L COST	PAINT/MATERIALS		620.00*

* - Judgement Item

NO SUPPLEMENTS WITHOUT PRIOR AUTHORIZATION AND
 PARTS MUST BE RETAINED UNTIL PAID

LKQ [USED- QUALITY RECYCLED PARTS] ARE SEARCHED FOR AT THESE
 SUPPLIERS

CRISTINI AUTO WRECKING
 800 672 7160 BROCKPORT PA

RICK'S AUTO SALVAGE
 800 366 1798 KERSEY PA

TRIPLETTES AUTO SALVAGE
 800 822 5555 AKRON OH

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 4 2170
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Mitchell Data Version: APR_02_A
 UltraMate Version: 4.7.007

Page 2 of 5

Date: 4/24/2002 11:43 AM
 Estimate ID: 4 2170
 Estimate Version: 0
 Preliminary
 Profile ID: CUSTOMIZED

I. Labor Subtotal					II. Part Replacement Summary		Amount
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	Taxable Parts	
Body	19.3	52.00	0.00	748.40	1,783.00 T		8,404.72
Refinish	21.0	52.00	20.00	0.00	1,112.00 T		
Mechanical	0.0	52.00	0.00	160.00	160.00 T		
					Taxable Labor	3,016.00	
Labor Summary	40.3				3,016.00		
III. Additional Costs			Amount		IV. Adjustments		Amount
Taxable Costs			826.00		Betterment		117.18
Non-Taxable Costs			60.00		Appearance Allowance		260.91
Total Additional Costs			886.00		Customer Allowance		143.43

I.	Total Labor:	3,016.00
II.	Total Replacement Parts:	8,404.72
III.	Total Additional Costs:	886.00
	Gross Total:	12,004.72
IV.	Total Adjustments:	143.43
	Net Total:	11,861.15

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Temp repair - 348.00

11808.15

Point(s) of Impact

12 Front Center (P), 3 Right Side (S), 3 Left Side (S)

Insurance Co: DALEY UNDERWRITERS

Inspection Site: RESIDENCE
 Inspection Date: 4/20/2002

DEBETIBL 1000.00

8 10808.15

Body Shop: DENVER TRUCK PAINTING
 Address: 181 MUDDY CREEK CHURCH ROAD
 DENVER, PA 17517
 Telephone: (717) 336-4841
 Fax Phone: (717) 336-7422

ESTIMATE RECALL NUMBER: 4/22/2002 12:32:32 4 2170
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355-3500

Cleveland Bros. Caterpillar

W. M. Zedlauer, PA

CUSTOMER NAME Wm. Zedlauer DATE 7/23/82

WORK ORDER # SEGMENT 52K83990

MECHANICS NUMBER BAY LOCATION

- NEED NOW BULK INFORM SUPERVISOR OF STATUS
- COURIER AIR FREIGHT
- 4 HOURS WARRANTY
- DAYS STOCK ORDER
- HOLD IN PARTS CHECK FOR REMAN PARTS
- CUSTOMER PICKUP CHECK FOR USED PARTS

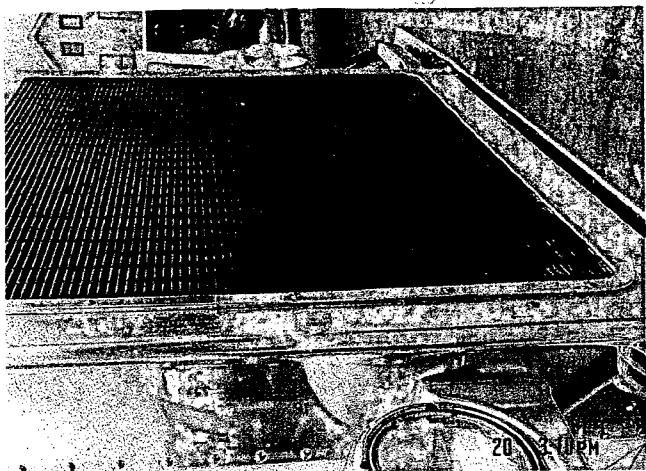
QUANTITY	PART NO.	DESCRIPTION	PRICE
1	1504638	0.1" Ban	1097.79
1	1R716	Filter	19.14
1	901157	gasket	13.16
1	15-40	oil	59.70
1	4C4200	Paint	6.35

Labor 31 hrs. 254.00

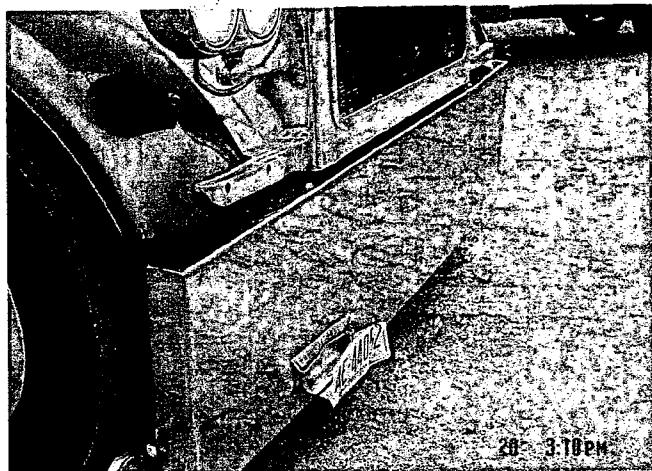
total \$1130.14

Temporary
Repair
or
Run

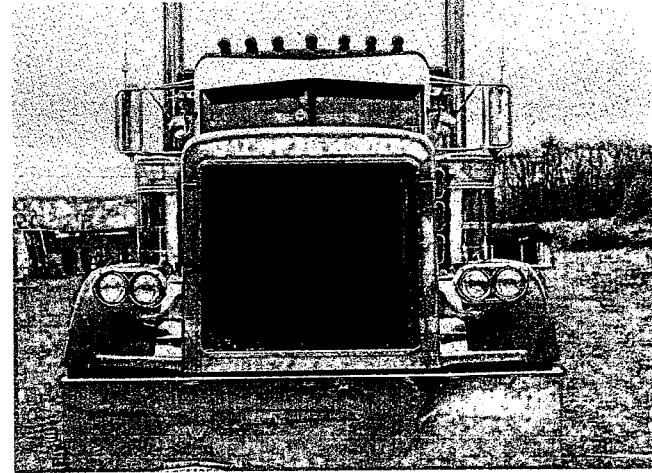
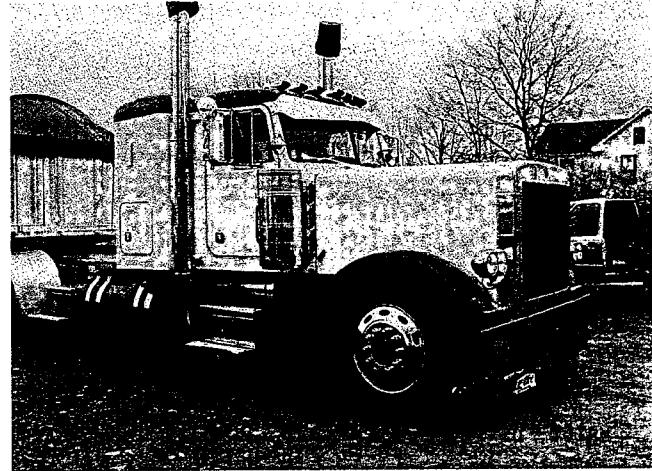
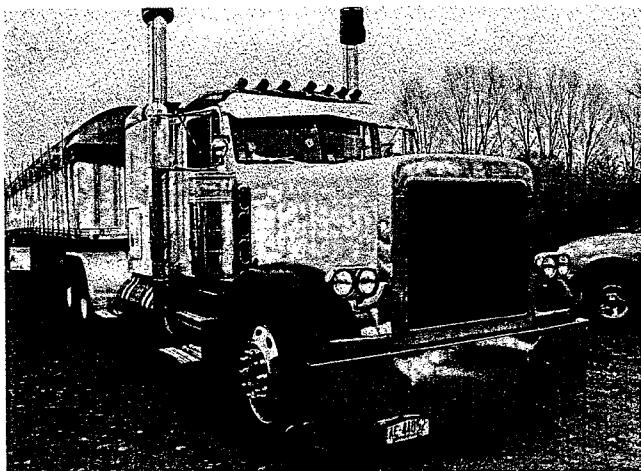
Any warranty on the products sold hereby are those made by the manufacturer. The seller (above named herein) expressly disclaims all warranties of merchantability or fitness for a particular purpose, and neither expressly nor implicitly, authorizes any other person to assume to sell the products.

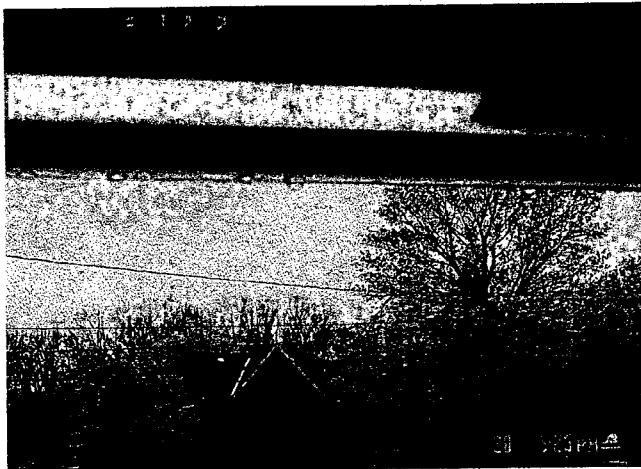


Grille From Side

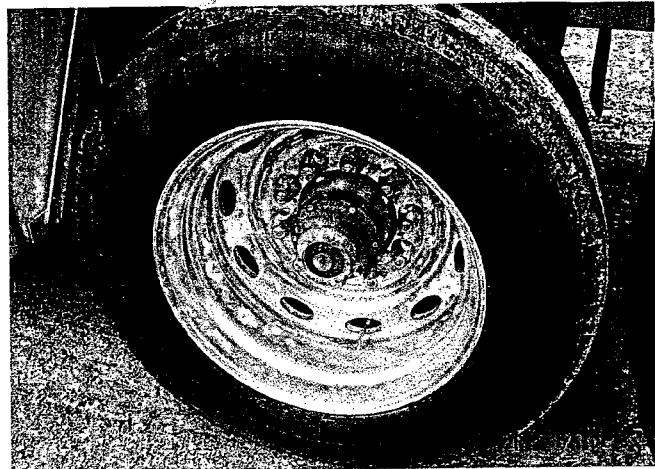


Frt Bumper/ Grille

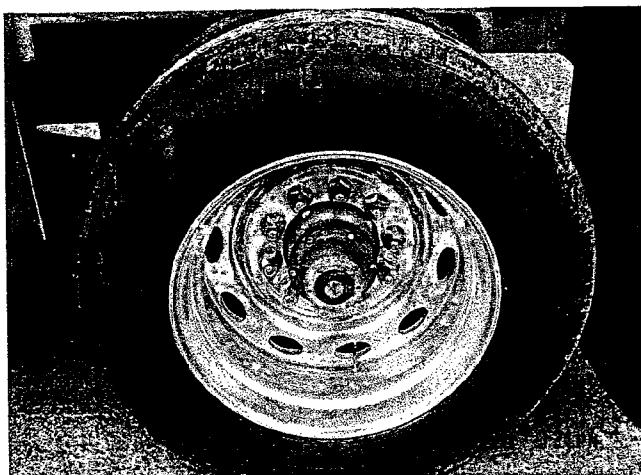




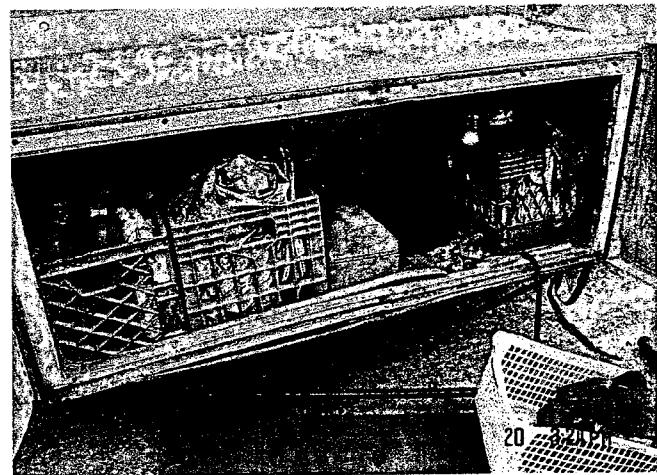
Wind Shield - Stone Chip
Can't Be Seen in this Photo
APPROX this size → •



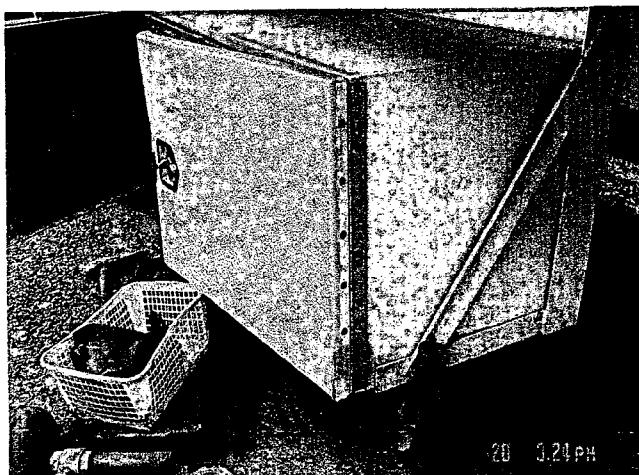
Tire that was on
RIGHT FRONT - PLUGGED & Moved
to TRAILER (Per owner)



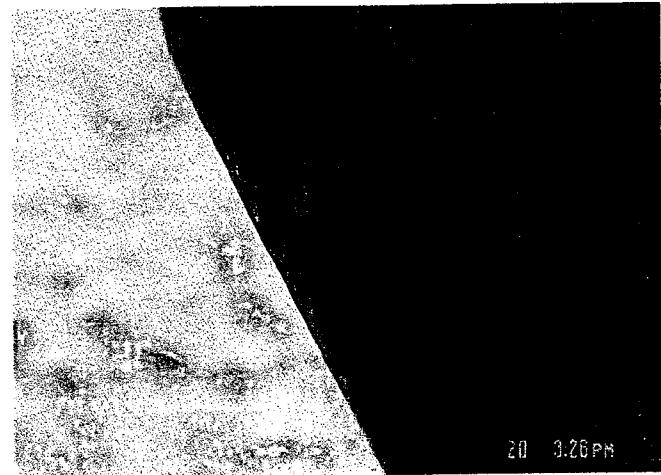
Same tire - Chink out of Sidewall
on Inside - UNABLE to Photo
Did Feel it 1 to 1 1/2" Diameter
1 to 2 ODS -



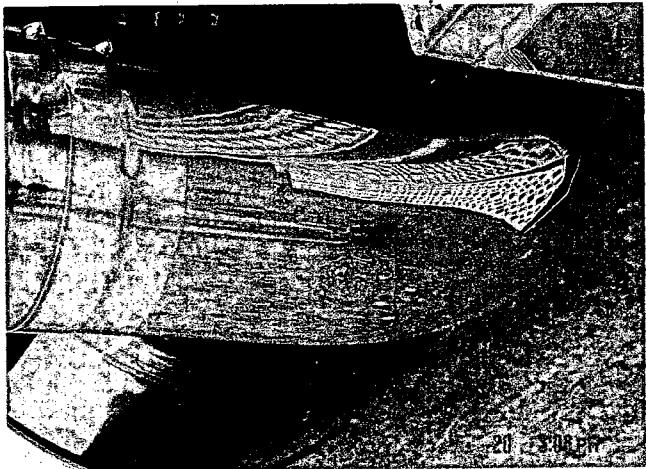
TRAILER TOOL BOX



TRAILER TOOL BOX



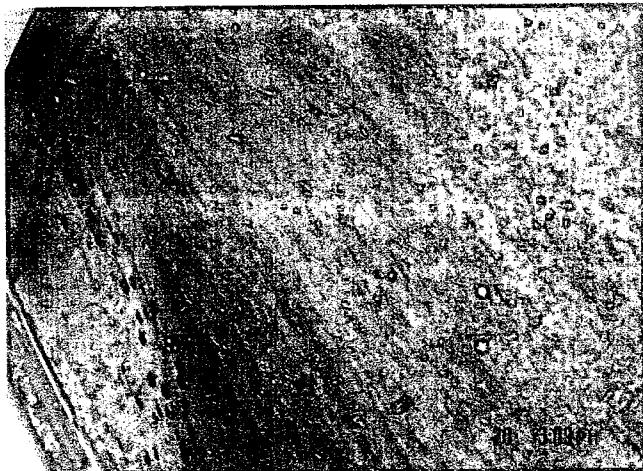
Retired Area of O.L Pan



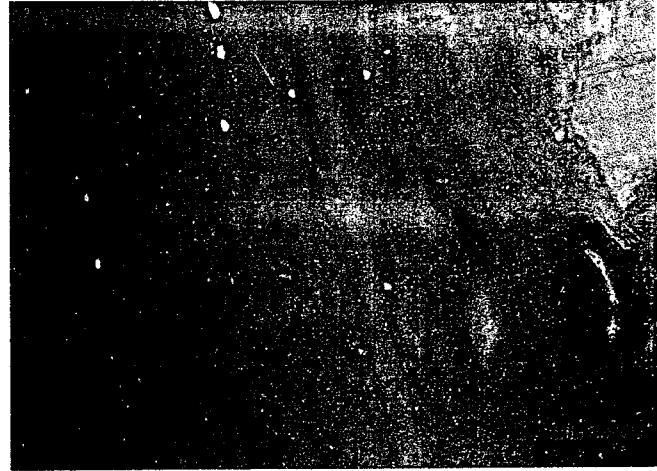
Dent in Right
Exhaust Elbow



Dent Right Fuel Tank



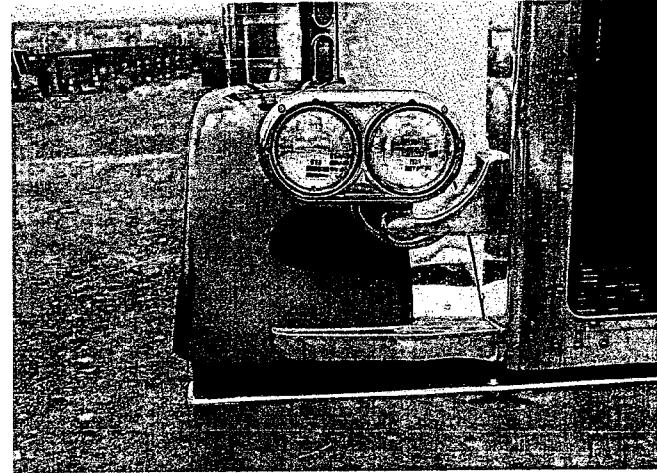
R. TANK



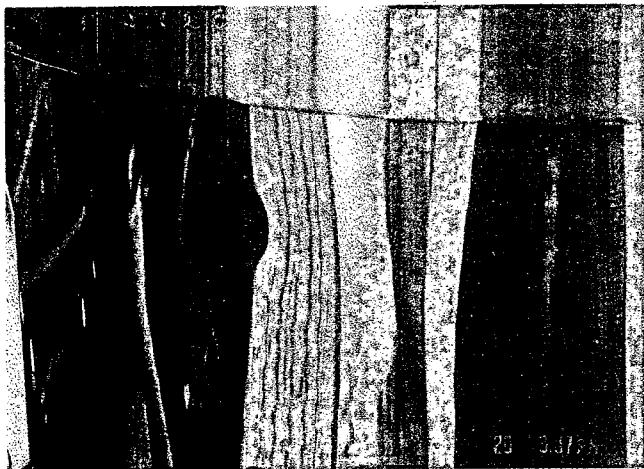
RIGHT underside OF
Fuel TANK - Patched Area



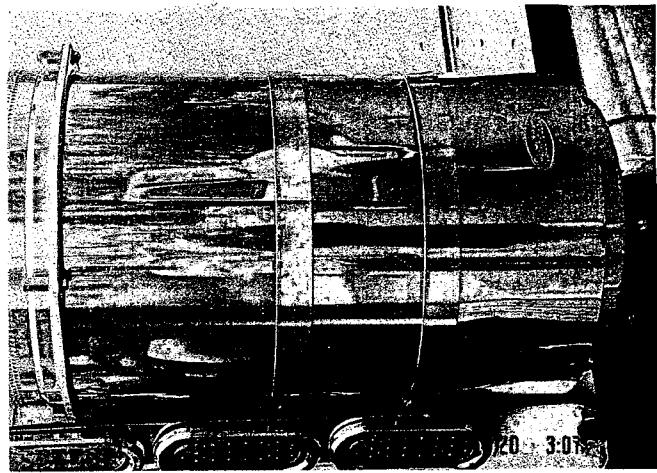
Lip at Rear of
RIGHT Front Fender



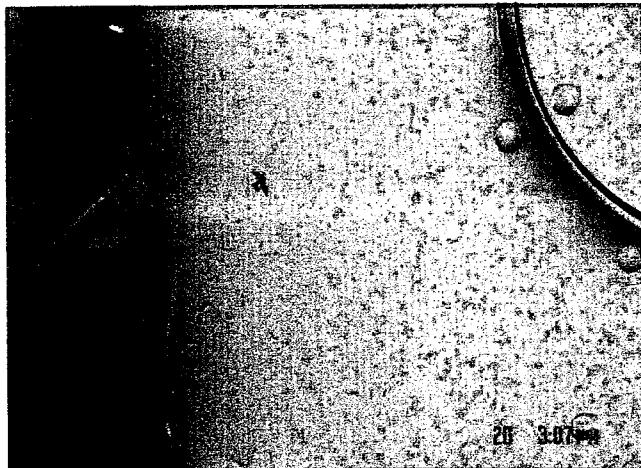
R.F. Fender



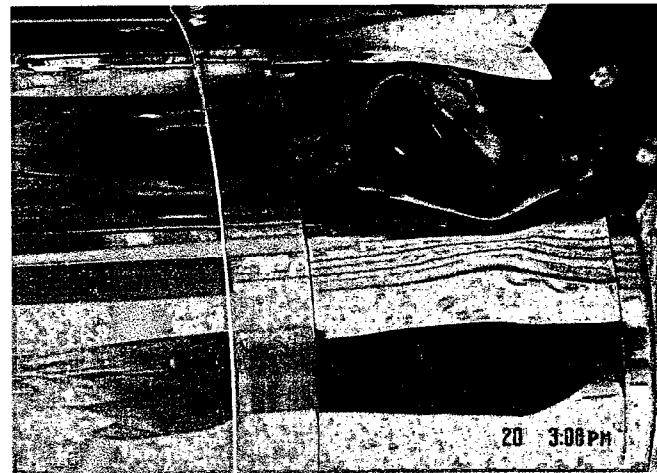
Dent on Left A/Filter



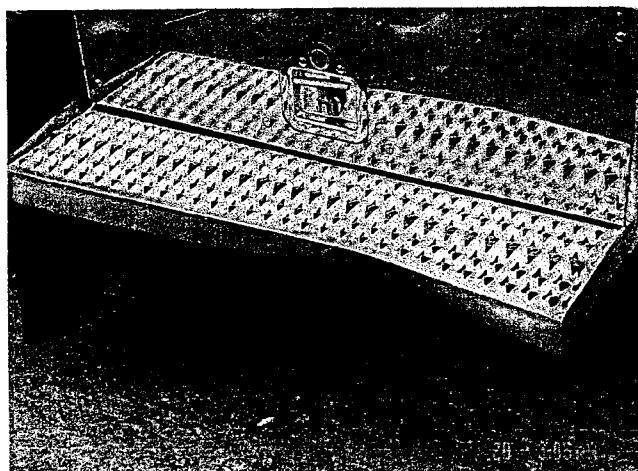
Left Air Filter



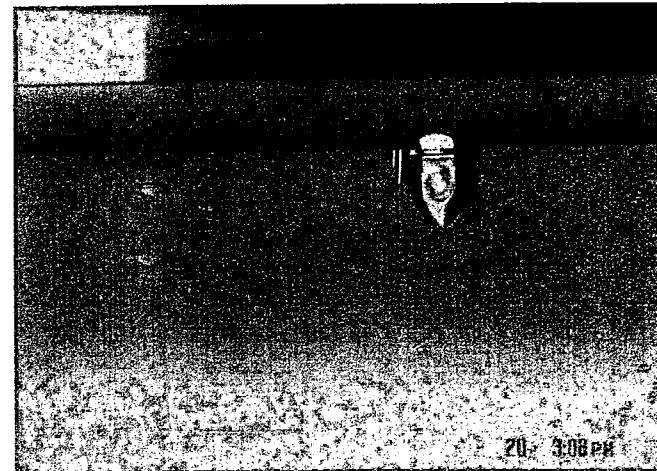
Small Chip in Paint
Left Sleeper Corner



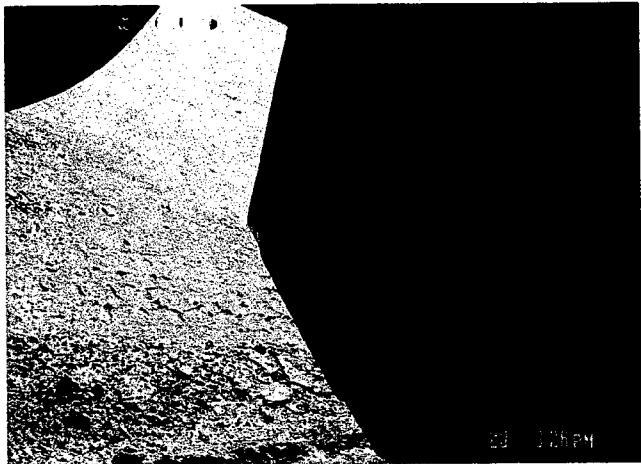
Right Air Filter



Right Tool/Box
Step ASSM



R Sleeper Frt CORNER



OIL PAN - REPAIRED AREA



UNDERWRITERS OF AMERICA
CARLISLE, PENNSYLVANIA

April 25, 2002

Mr. Jason T. Bertothy
1761 Black Moshannon Road
Phillipsburg, Pa. 16866

File No. : PP04-02-012
D/O/L : 4-1-02

Dear Mr. Bertothy

We have reviewed the materials as submitted by appraiser Larry Lamedue and the temporary repair slips. We find that in the temporary repair that some charges are duplicated in the actual appraisal. These would be the 2 patch plugs and labor for the tire as the appraisal calls for replacement of the tire and the oil pan patch and 10 gal of oil and also the drain and repair of the fuel tank.

These items are all covered in the final repair and the work done in the temporary repair which must be redone in the final repair goes to the issue of down time. Since we do not cover down time we have rejected these items and you should include them in your down time claim.

As advised if you would prepare your down time claim and submit copy to our office we will submit it together with the collision loss claim including your deductible.

We attach our check for the total amount of \$10,808.15 together with copy of appraisal.

Very truly yours
J. M. Galbreath
800-733-2459 Ext 283

DAILY UNDERWRITERS
(Check Request Form)

Claim No. **PP04-02-012**

Insured
Jason Bertotthy

Date of
Loss **4/25/02 19**

PAY THE **Ten thousand eight hundred eight and 15/100** DOLLARS (\$ **10,808.15**)

FOR:

TO THE **JASON T. BERTOTTHY**
1761 Black Mountain Rd.
Phillipsburg, PA 16866

ORDER OF **[Signature]**

APPROVED BY
[Signature]

DATE	REPLIER	Policy	Cert.	Full Repayment
DAILY UNDERWRITERS OF AMERICA • PO BOX 39 • CARLISLE, PA 17013				
DESCRIPTION	AMOUNT			
04/29/02	PP04-2-012	4.29.02		10,808.15
011403	CHECK NO.	005552	TOTAL	10,808.15

DAVID C. MASON

Attorney at Law

409 NORTH FRONT STREET
P.O. Box 28
PHILIPSBURG, PENNSYLVANIA 16866
(814) 342-2240
FAX (814) 342-5318

February 16, 2005

David S. Meholic,
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

In RE: Jason T. Bertothy, Plaintiff

v.

William E. Droll, Jr., & Wallace Transportation, Inc., Defendants
No. 03-441-CD

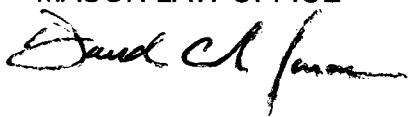
Dear Dave:

Enclosed please find a Pre-Trial Statement relative to the above captioned matter.

Thanks very much.

Very truly yours,

MASON LAW OFFICE



David C. Mason

DCM:blb

Enclosure

cc John Sughrue, Esquire

Peter Smith, Esquire

Theron G. Noble, Esquire

John C. Dennison, II., Esquire

William E. Droll, Jr.

RECEIVED

FEB 17 2005

COURT ADMINISTRATOR'S
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JASON T. BERTOTHY

Plaintiff

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants

RECEIVED

FEB 17 2005

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JASON T. BERTOTHY

*

No. 03-441-CD

Plaintiff

*

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*

*

*

*

*

*

vs.

WILLIAM E. DROLL, JR. and WALLACE
TRANSPORTATION, INC.

Defendants

*

*

PRE-TRIAL STATEMENT

I. STATEMENT OF FACTS:

On April 1, 2002, Defendant, William E. Droll, Jr., was stopped at a truck stop off Interstate 80 in eastern Pennsylvania. He was approached by Jason Bertothy who claimed to have been driving a tractor-trailer in the same direction as the Defendant, William E. Droll, Jr. Mr. Bertothy claims that cargo fell from Defendant's trailer and struck Plaintiff's tractor-trailer.

Defendant is unaware if Plaintiff was in the vicinity of Defendant's path at the time of this trip and denies that any cargo fell from the trailer and struck Plaintiff's vehicle. Defendant further denies that the damages claimed by Plaintiff occurred as the result of this alleged incident.

II. WITNESSES:

A. FACT WITNESSES:

1. William E. Droll, Jr.
P.O. Box 77
Bigler, PA 16825

In addition, Defendant reserves the right to call additional witnesses upon reasonable notice to opposing counsel and to the court, and to call any witness identified in the pre-trial statement of any other party.

III. EXHIBITS:

Defendant reserves the right to enter into evidence any of the exhibits contained in the Pre-Trial Statement of any other party.

This matter is scheduled for Arbitration February 22, 2005, at 1:00 p.m.

Respectfully submitted,

MASON LAW OFFICE

David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Jason T. Bertothy

vs.

William E. Droll Jr. and

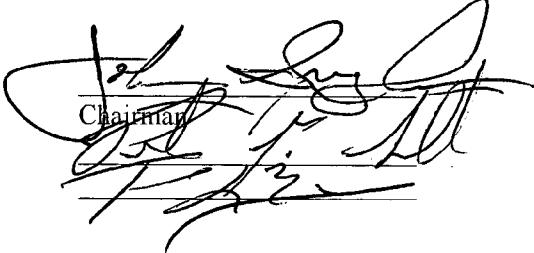
Wallace Transportation, Inc.

No. 2003-00441-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 22nd day of February, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

John Sughrue, Esquire



Chairman

Peter F. Smith, Esquire

Theron G. Noble, Esquire

Sworn to and subscribed before me this
February 22, 2005

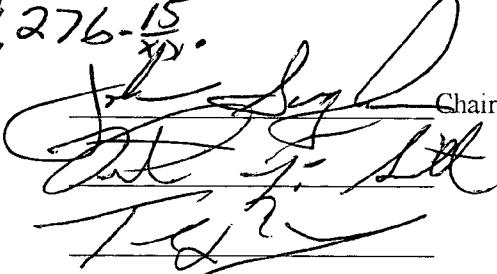


Prothonotary

AWARD OF ARBITRATORS

Now, this 22nd day of Feb. 2005, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*in favor of Jason T. Bertothy and against
William E. Droll, Jr. and Wallace Transportation, Inc.
in the amount of 14,276-15.*



Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 23rd day of February, 2005, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

FILED
O 8:50 am (Not to Parties
(See ours))

FEB 23 2005

William A. Shaw
Prothonotary

John Chennissow II
283 Main St.
Brookville PA 15825

William E Dwell Jr.
P O Box 77
Bogles 16825

Wallace Transportation
RD 1 Box 179
Woodland PA 16881

Jason Bertathy
1761 Beach Moshannon Rd
Philipsburg PA 16864

David Mason
City Box

Jason T. Bertothy
Vs.
William E. Droll Jr.
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2003-00441-CD

NOTICE OF AWARD

TO: WILLIAM E. DROLL JR.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 22, 2005 and have docketed the award on February 23, 2005:

In favor of Jason T. Bertothy and against William E. Droll, Jr. and Wallace Transportation, Inc. in the amount of \$14,276.15

William A. Shaw

Prothonotary

By _____

February 23, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Jason T. Bertothy

Vs.

William E. Droll Jr.
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2003-00441-CD

NOTICE OF AWARD

TO: WILLIAM E. DROLL JR.

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In favor of Jason T. Bertothy and against William E. Droll, Jr. and Wallace Transportation, Inc. in the amount of \$14,276.15

William A. Shaw
Prothonotary
By _____

February 23, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Jason T. Bertothy

vs.

William E. Droll Jr.
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2003-00441-CD

NOTICE OF AWARD

TO: DAVID C. MASON

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 23, 2005 and have docketed the award on February 23, 2005:

In favor of Jason T. Bertothy and against William E. Droll, Jr. and Wallace Transportation, Inc. in the amount of \$14,276.15

William A. Shaw

Prothonotary

By _____

February 23, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Jason T. Bertothy

vs.

William E. Droll Jr.
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2003-00441-CD

NOTICE OF AWARD

TO: JOHN C. DENNISON, II

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 22, 2005 and have docketed the award on February 23, 2005:

In favor of Jason T. Bertothy and against William E. Droll, Jr. and Wallace Transportation, Inc. in the amount of \$14,276.15.

William A. Shaw
Prothonotary
By _____

February 23, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Jason T. Bertothy
Vs.
William E. Droll Jr.
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2003-00441-CD

NOTICE OF AWARD

TO: JASON T. BERTOTHY

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 22, 2005 and have docketed the award on February 23, 2005:

In favor of Jason T. Bertothy and against William E. Droll, Jr. and Wallace Transportation, Inc. in the amount of \$14,276.15

William A. Shaw
Prothonotary
By _____

February 23, 2005
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Jason T. Bertothy
Vs.
William E. Droll Jr.
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2003-00441-CD

NOTICE OF AWARD

TO: WALLACE TRANSPORTATION, INC.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 22, 2005 and have docketed the award on February 23, 2005.

In favor of Jason T. Bertothy and against William E. Droll, Jr. and Wallace Transportation, Inc. in the amount of \$14,276.15

William A. Shaw

Prothonotary

By _____

February 23, 2005
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.