

04-1945-CD
PENN NATIONAL INS.
etal. vs. WERNER ENTERPRISES, Etal.

PennNtional et al vs Werner Enterprises
2004-1945-CD

FILED *Atty pd.*
So m 12:30 PM 85.00
DEC 06 2004 *1cc writ*
William A. Shaw *to Sheriff*
Prothonotary/Clerk of Courts

Brian J. Walker, Esquire, AIC
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

Attorney for Plaintiff

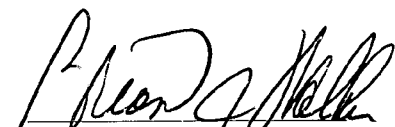
Penn National Ins. A/S/O : In the Court of Common Pleas
John m Campbell :
PO Box 1670 : Clearfield County, Pennsylvania
Harrisburg, PA 17105 :
And John M. Campbell : Civil Action-Law
135 Frederick Rd :
Altoona, PA 16603 : No. *04-1945-CD*
VS
Werner Enterprises
14507 Frontier Rd.
Omaha, NE 68138
And
Keith B Warner
400 W. 4th ST
Nescopeck, PA 18635

Praecipe to Issue Writ of Summons

Prothonotary:

Kindly issue a Writ of Summons with regard to the above captioned case.

Please forward to the Sheriff for service.


Brian J. Walker, Esquire, AIC
Hennessy & Walker Group, P.C.

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

COPY

SUMMONS

**Penn National Insurance Co. A/S/O
John M. Campbell**

Vs.

NO.: 2004-01945-CD

**Werner Enterprises and
Keith B. Warner**

**TO: WERNER ENTERPRISES and
KEITH B. WARNER**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 12/06/2004

William A. Shaw
Prothonotary

Issuing Attorney:

Brian J. Walker Esq
142 West Market Street
West Chester, PA 19382

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

PENN NATIONAL INSURANCE CO.

A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and

KEITH B. WARNER,

Defendants.

No. 04-1945-C.D.

TYPE OF PLEADING:

**PRAECIPE FOR ENTRY OF
APPEARANCE**

TYPE OF CASE: CIVIL

FILED ON BEHALF OF:

DEFENDANT KEITH B. WARNER

COUNSEL OF RECORD FOR

FOR THIS PARTY:

JAMES M. HORNE, ESQ.

I.D. NO. 26908

KATHERINE V. OLIVER, ESQ.

I.D. NO. 77069

McQUAIDE, BLASKO, SCHWARTZ,

FLEMING & FAULKNER, INC.

811 University Drive

State College, PA 16801

PH# (814) 238-4926

FAX#(814) 238-9624

6K
FILED
m/10:17/BJ
JAN 12 2005
cc

William A. Shaw
Prothonotary/Clerk of Courts

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	No. 04-1945-C.D.
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	

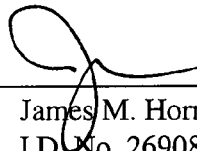
PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter our appearance on behalf of the Defendant KEITH B. WARNER in the above-captioned matter.

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

Dated: January 11, 2005

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

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	No. 04-1945-C.D.
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	

CERTIFICATE OF SERVICE

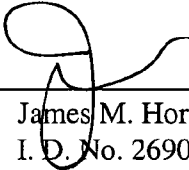
I hereby certify that a true and correct copy of our Praecipe for Entry of Appearance on behalf of Defendant Keith B. Warner, in the above-captioned matter was served via U.S. 1st Class Mail, postage prepaid, on this 11th day of January, 2005, to the attorney of record:

Brian J. Walker, Esquire
142 West Market Street
West Chester, PA 19382

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138

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

By: _____


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

Attorneys for Defendant
Keith B. Warner

FILED

JAN 12 2005

Wesley A. Smith
Prothonotary of Court

Brian J. Walker, Esquire
Hennessy & Walker, Group
142 West Market Street, Suite 2
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

Penn National Insurance
A/S/O John M. Campbell
P.O. Box 1670
AND John M. Campbell
135 Frederick Road
Altoona, PA 16603

vs.

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138
AND ~~Kern~~ B Warner
400 West 4th Street
Nescopeck, PA 18635

: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No: 04-1945-CD

FILED 300
01/17/50/81 Amy Walker
MAR 16 2005 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

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

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleva esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
610-431-2727

Attorney I.D. 71927

Attorney for Plaintiffs

Penn National Insurance.	: In The Court of Common Pleas
A/S/O John M. Campbell	
P.O. Box 1670	: Clearfield County, Pennsylvania
Harrisburg, PA 17105	
AND John M. Campbell	: Civil Action Law
135 Frederick Road	
Altoona, PA 16603	: No: 04-1945-CD

VS

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138
AND Keith B. Warner
400 West. 4th Street
Nescopeck, PA 18635


COMPLAINT

1. Plaintiff Penn National Insurance Company. is an insurance company licensed and authorized to conduct business in the Commonwealth of Pennsylvania and having as one of its principal places of business at the above captioned address.
2. Plaintiff John M. Campbell is an adult individual residing at the above captioned address.
3. Defendant Keith B. Warner is an adult individual residing at the above captioned address.
4. Defendant Werner Enterprises is a business entity having as one of principal places of business at the above captioned address.
5. On or about 2/7/04, Plaintiff Penn National Insurance Company insured Plaintiff John M. Campbell with a personal auto policy, policy number 1200318972, said policy covering a 2000 Cadillac and carrying with same, collision coverages.

6. On or about 2/7/04 Curtis Ellis was acting as agent, servant, employee and/or workman and/or for the common purpose of Defendant Werner Enterprises while he was operating a 2002 tractor trailer bearing NE tag 51542, registered to same.
7. On or about 2/7/04 defendant Keith B. Warner was operating a 1993 Plymouth , bearing PA tag ELX 2669, registered to same.
7. On or about 2/7/04, Defendants Werner Enterprises, acting by an through its agents and or employee Curtis Ellis and defendant Keith B. Warner while operating the aforesaid vehicles did negligently, carelessly and/or recklessly collide into one another resulting in defendant Warner's vehicle striking/colliding into Plaintiff's 2000 Cadillac at or near I 80 West Sandy Twp., Clearfield Co., PA causing extensive damages to same.
8. The negligence of the Defendants consisted of:
 - a) negligent entrustment;
 - b) failing to exercise due care;
 - c) being inattentive;
 - d) striking another motor vehicle lawfully upon the roadway;
 - e) failing to maintain control of said vehicle so as to be able to stop within the assured clear distances ahead;
 - f) failing to yield right of way;
 - g) striking another motor vehicle lawfully upon the roadway
 - h) improper lane change;
 - i) failing to make proper signal;
 - j) failing to give due regard to the rights, safety, point and position of plaintiff's vehicle.
9. The aforesaid collision resulted solely from the negligent acts and/or failure to act on part of Defendants named herein and were due in no manner whatsoever to any act and/or failure to act on part of Plaintiffs.
10. As a result of the aforesaid collision, Plaintiff's vehicle sustained extensive damages to same totaling \$6424.95
11. Pursuant to the aforesaid policy of insurance, Plaintiff Penn National Insurance Co. settled the collision claim of Plaintiff John M. Campbell in the amount of \$6424.95 (said figure includes Plaintiff's first party collision deductible) representing fair and reasonable reimbursement for the damages sustained.

12. Pursuant to the aforesaid policy of insurance, Plaintiff Penn National Insurance Co. is subrogated to Plaintiff John M. Campbell for this loss.

WHEREFORE, Plaintiffs demand judgment against Defendants jointly and severally in the amount of \$6424.95 together plus costs, interest and such other relief this Court finds equitable and just.



Brian J. Walker, Esquire
Hennessy & Walker, Group

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER


:SS

The Undersigned verifies that the facts contained herein are true and correct.

The undersigned understands that false statements herein are made subject to the penalties of 19 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

If applicable, this affidavit is made on behalf of the Plaintiff(s); that the said Plaintiff(s) is/are unable and unavailable to make this verification on its/his/her own behalf within the time allotted for filing of this pleading, and the facts set forth in the foregoing pleading are true and correct to the best of counsel's knowledge, information and belief.

This verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file.


Brian J. Walker, Esquire

Dated: 3/14/05

Brian J. Walker, Esquire
Hennessy & Walker
142 W. Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

Attorney for Plaintiff

FILED
m11:50 AM
MAR 23 2005
NO CC
EK

William A. Shaw
Prothonotary/Clerk of Courts

Penn National Insurance
A/S/O John M. Campbell

AND

John M. Campbell

vs.

Werner Enterprises

AND

Keith B. Warner

: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No: 04-1945-CD

AFFIDAVIT OF SERVICE

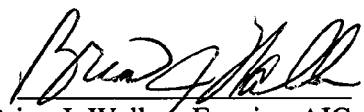
COMMONWEALTH OF PENNSYLVANIA:

:

COUNTY OF CHESTER

: ss.

Brian J. Walker, Esquire, AIC, being duly sworn according to law, deposes and says that he has served a true and correct copy of the Writ of Summons filed in the above captioned action upon the Defendant, Werner Enterprises by first class United States mail, certified, return receipt requested, and that Defendant, Werner Enterprises did accept service of the same on, January 21, 2005, as evidenced by the attached sender's receipts.


Brian J. Walker, Esquire, AIC
Hennessy & Walker

Sworn to and subscribed
before me this 18TH day
of MARCH, 2005.


NOTARY PUBLIC

NOTARIAL SEAL
THERESA B. CHUPLIS, Notary Public
West Chester Boro. Chester County
My Commission Expires November 4, 2006

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <div style="display: flex; align-items: center;"> x <div style="margin-left: 10px;"> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee </div> </div> </p> <p>B. Received by (Printed Name) R. Jenkins </p> <p>C. Date of Delivery 1-21-05 </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No </p>
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-top: 20px;">Werner Enterprises 14507 Frontier Road. Omaha, NE 68138.</p>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail </div> <div> <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. </div> </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number <i>(Transfer from service label)</i></p>	<p style="font-size: 1.2em; text-align: center;">7004 2510 0003 6565 3072</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2004 2510 0003 6565 3072

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee <small>(Endorsement Required)</small>		
Restricted Delivery Fee <small>(Endorsement Required)</small>		
Total Postage & Fees	\$	4.42.

1-17-05

Postmark Here

Sent To Werner Enterprises.

Street, Apt. No., or PO Box No. 14507 Frontier Rd

City, State, ZIP+4 Omaha NE 68138.

PS Form 3800, June 2002
See Reverse for Instructions

Brian J. Walker, Esquire
Hennessy & Walker
142 W. Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

Attorney for Plaintiff

Penn National Insurance
A/S/O John M. Campbell

AND

John M. Campbell

vs.

Werner Enterprises

AND

Keith B. Warner

: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No: 04-1945-CD

CERTIFICATION OF SERVICE

I hereby certify that I have served a true and correct copy of the Complaint filed in the

above captioned action upon the Defendants on March 29, 2005, by First Class

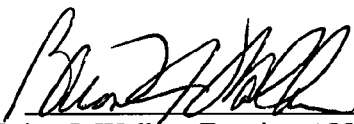
United States mail, addressed as follows:

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138

Keith B. Warner
c/o James M. Horne, Esquire
McQuaide Blasko
811 University Drive
State College, PA 16801-6699

sw
FILED
m/1:42
APR 11 2005

William A. Shaw
Prothonotary/Clerk of Courts


Brian J. Walker, Esquire, AIC
Hennessy & Walker

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

PENN NATIONAL INSURANCE CO.,
A/S/O JOHN M. CAMPBELL

Plaintiff,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

TYPE OF PLEADING:

**ANSWER WITH NEW MATTER,
NEW MATTER UNDER Pa.R.C.P.
2252(d) AND NEW MATTER UNDER
Pa.R.C.P. 2252(a)**

TYPE OF CASE: CIVIL

FILED ON BEHALF OF:

DEFENDANT KEITH B. WARNER

COUNSEL OF RECORD FOR
FOR THIS PARTY:

CHENA L. GLENN-HART, ESQ.

I.D. NO. 82750

JAMES M. HORNE, ESQ.

I.D. NO. 26908

KATHERINE V. OLIVER, ESQ.

I.D. NO. 77069

McQUAIDE, BLASKO, SCHWARTZ,

FLEMING & FAULKNER, INC.

811 University Drive

State College, PA 16801

PH# (814) 238-4926

FILED ⁶²
m/1:34/84
APR 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

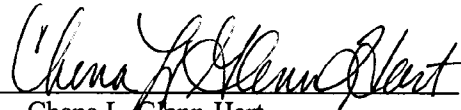
PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

NOTICE TO PLEAD

TO: Penn National Insurance Company
Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

YOU ARE HEREBY notified to file a written response to the enclosed Answer with New Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) within twenty (20) days from the date of service hereof or a judgment may be entered against you.

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

By: 

Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: 04/18/05

Attorneys for Defendant
Keith B. Warner

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

**NOTICE TO DEFEND DIRECTED TO ADDITIONAL
DEFENDANT CURTIS ELLIS**

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 is served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

*Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641*

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

By: 

Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: 04/18/05

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants,	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

DEFENDANT KEITH B. WARNER'S ANSWER WITH NEW MATTER,
NEW MATTER UNDER Pa.R.C.P. 2252(d) and NEW MATTER
UNDER Pa.R.C.P. 2252(a)

AND NOW, comes Defendant Keith B. Warner, by and through his attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., to file the instant Answer with New Matter, New Matter under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) and avers as follows:

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

2. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2. The same are therefore denied and strict proof thereof demanded.

3. Admitted.

4. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4. The same are therefore denied and strict proof thereof demanded.

5. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5. The same are therefore denied and strict proof thereof demanded.

6. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6. The same are therefore denied and strict proof thereof demanded.

7. Admitted.

7. [sic] Admitted in part and denied in part. It is admitted only that contact was made between Answering Defendant's vehicle and the vehicles operated by John M. Campbell and Curtis Ellis. It is strictly denied that Answering Defendant, in any way, was negligent, careless, and/or reckless in operating his vehicle at any time relevant to the events described in the Complaint. It is also denied that Answering Defendant was acting as an agent or employee of Defendant Werner Enterprises at the time of the accident on February 7, 2004. To the extent that the allegations in paragraph 7 set forth legal conclusions, the same are denied and strict proof thereof demanded. As to the balance of the allegations at paragraph 7, after reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations at paragraph 7. The same are therefore denied and strict proof thereof demanded.

8. Denied. It is strictly denied that Answering Defendant was negligent in any manner with respect to the events described in the Complaint. To the contrary, Answering Defendant operated his vehicle in a safe and careful manner at all times relevant to the events described in the Complaint.

9. Denied. It is strictly denied that the collision described in the Complaint was in any way the result of any negligent acts and/or failure to act on the part of Answering Defendant.

10. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10. The same are therefore denied and strict proof thereof demanded.

11. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11. The same are therefore denied and strict proof thereof demanded.

12. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12. The same are therefore denied and strict proof thereof demanded.

WHEREFORE, Answering Defendant Keith B. Warner requests that the Complaint filed against him be dismissed, with prejudice and costs of suit.

NEW MATTER DIRECTED TO PLAINTIFF

13. Answering Defendant incorporates by reference paragraphs 1-12, above, as though set forth at length herein.

14. To the extent that John M. Campbell was comparatively or contributorily negligent in the accident described in the Complaint, Plaintiff's claim is barred or reduced accordingly.

15. Answering Defendant hereby asserts the sudden emergency doctrine.

16. The accident described in the Complaint and Plaintiff's alleged damages resulting therefrom were caused solely by the actions or inactions of parties other than Answering Defendant, over whom Answering Defendant had no control.

WHEREFORE, Answering Defendant Keith B. Warner requests that Plaintiff's Complaint be dismissed, with prejudice and costs of suit.

NEW MATTER UNDER Pa.R.C.P. 2252(d) DIRECTED TO
CO-DEFENDANT WERNER ENTERPRISES

17. Answering Defendant incorporates by reference paragraphs 1-12, above, as though set forth in full.

18. Pursuant to Pennsylvania Rule of Civil Procedure 2252(d), Answering Defendant hereby joins Werner Enterprises as an additional Defendant in this matter.

19. For the reasons set forth in Plaintiff's Complaint, which are incorporated herein by reference but without admission or adoption, any and all injuries and damages, if any, sustained by the Plaintiff were caused solely by the negligent, reckless and careless conduct of co-Defendant Werner Enterprises.

20. Defendant Keith B. Warner hereby joins Werner Enterprises as an additional Defendant to protect his right to contribution in the event it is judicially determined that said co-Defendant Werner Enterprises and Answering Defendant Keith B. Warner are jointly, or jointly and severally liable, to Plaintiff, the existence of any liability on the part of Answering Defendant Keith B. Warner being expressly denied.

WHEREFORE, Answering Defendant Keith B. Warner requests that Plaintiff's Complaint be dismissed, and in the alternative requests that judgment be entered in favor of Answering Defendant Keith B. Warner and against co-Defendant Werner Enterprises.

**NEW MATTER UNDER Pa.R.C.P. 2252(a) DIRECTED TO
ADDITIONAL DEFENDANT CURTIS ELLIS**

21. Answering Defendant incorporates by reference paragraphs 1-20, above, as though set forth in full.

22. Additional Defendant Curtis Ellis is an adult individual last known to be residing at 2635 11th Court, Vero Beach, Florida 32960.

23. At the time of the February 7, 2004 accident, Additional Defendant Curtis Ellis was operating the 2002 tractor trailer (NE Tag 51542) which was owned by co-Defendant Werner Enterprises.

24. Pursuant to Pennsylvania Rule of Civil Procedure 2252(a), Answering Defendant hereby joins Curtis Ellis as an additional Defendant in this matter.

25. For the reasons set forth in Plaintiff's Complaint, which are incorporated herein by reference but without admission or adoption, any and all injuries and damages, if any, sustained by the Plaintiff were caused solely by the negligent, reckless and careless conduct of Additional Defendant Curtis Ellis.

26. Answering Defendant Keith B. Warner hereby joins Curtis Ellis as an additional Defendant to protect its right to contribution in the event it is judicially determined that Curtis Ellis and Answering Defendant Keith B. Warner are jointly, or jointly and severally liable, to Plaintiff, the existence of any liability on the part of Answering Defendant Keith B. Warner being expressly denied.

WHEREFORE, Answering Defendant Keith B. Warner requests that Plaintiff's
Complaint be dismissed, and in the alternative request that judgment be entered in favor of
Answering Defendant Keith B. Warner and against Additional Defendant Curtis Ellis.

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


By: Chena L. Glenn-Hart
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

Dated: 04/18/05

VERIFICATION

The undersigned verifies that he is authorized to make this Verification on his own behalf, and that the statements made in the foregoing Answer with New Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) are true and correct to the best of his knowledge, information and belief. The undersigned understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authority.

A handwritten signature in black ink, reading "Keith B Warner", written over a horizontal line.

Keith B. Warner

Dated: 4/14-05

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

PENN NATIONAL INSURANCE CO. :
A/S/O JOHN M. CAMPBELL, :
 :
Plaintiffs, : No. 04-1945-C.D.
 :
v. :
 :
WERNER ENTERPRISES and :
KEITH B. WARNER, :
 :
Defendants, :
 :
v. :
 :
CURTIS ELLIS, :
 :
Additional Defendant. :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant Keith B. Warner's Answer with New Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) in the above-captioned matter was mailed by regular mail, postage prepaid, or by certified mail (return receipt requested) at the Post Office, State College, Pennsylvania, on this 18th day of April, 2005, to the attorney(s)/party(ies) of record as indicated below:

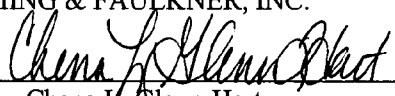
Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
(via regular mail)

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138
(via regular mail)

Curtis Ellis
2635 11th Court
Vero Beach, FL 32960
(via certified mail)

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

By: _____


Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

RAWLE & HENDERSON LLP

By: Gary N. Stewart

Identification No.: 67353

By: Brian M. Marriott

Identification No.: 82185

25 North Front Street, First Floor

Harrisburg, Pennsylvania 17101

(717) 234-7700

Attorneys for Defendants,

Werner Enterprises, Inc.

PENN NATIONAL INSURANCE a/s/o

JOHN M. CAMPBELL

Plaintiff,

vs.

WERNER ENTERPRISES, INC.

and KEITH B. WARNER

Defendant.

COURT OF COMMON PLEAS OF

CLEARFIELD COUNTY

NO: 04-1945-CD

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter our appearance on behalf of defendant, Werner Enterprises, Inc., in the above-referenced matter.

RAWLE & HENDERSON LLP

By:

Gary N. Stewart, Esquire
Brian M. Marriott, Esquire
Attorney for Defendant,
Werner Enterprises, Inc.

Date:

4-19-05

FILED ^{GR}
m/11:47/01
APR 21 2005 ^{NO CC}

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I hereby certify that on today's date, a true and correct copy of the foregoing entry of appearance was served by first-class mail, postage prepaid, upon all attorneys of record, addressed as follows:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

RAWLE & HENDERSON LLP

By: _____
Gary N. Stewart, Esquire
Brian M. Marriott, Esquire
Attorney for Defendant,
Werner Enterprises, Inc.

Date:

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100050**

PENN NATIONAL INSURANCE CO. a/s/o JOHN M. CAMPBELL

Case # **04-1945-CD**

vs.

WERNER ENTERPRISES and KEITH B. WARNER

SHERIFF RETURNS

NOW April 25, 2005 RETURNED THE WITHIN WRIT OF SUMMONS "NOT SERVED" LUZERNE CO. STATED NEVER RECVD. AS TO WERNER ENTERPRISES, DEFENDANT.

SERVED BY: LUZERNE /

FILED
0110:14871 @
APR 26 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100050
NO: 04-1945-CD
SERVICE # 2 OF 2
WRIT OF SUMMONS

PLAINTIFF: PENN NATIONAL INSURANCE CO. a/s/o JOHN M. CAMPBELL

vs.

DEFENDANT: WERNER ENTERPRISES and KEITH B. WARNER

SHERIFF RETURN

NOW, December 13, 2004, SHERIFF OF LUERNE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF SUMMONS ON KEITH B. WARNER.

NOW, December 04, 2004 AT 11:00 AM SERVED THE WITHIN WRIT OF SUMMONS ON KEITH B. WARNER, DEFENDANT. THE RETURN OF LUERNE COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100050
NO: 04-1945-CD
SERVICES 2
WRIT OF SUMMONS

PLAINTIFF: PENN NATIONAL INSURANCE CO. a/s/o JOHN M. CAMPBELL
vs.
DEFENDANT: WERNER ENTERPRISES and KEITH B. WARNER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HENNESSY	30522	20.00
SHERIFF HAWKINS	HENNESSY	30522	34.00
LUZERNE CO..	HENNESSY	30521	35.00

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,




Chester A. Hawkins
Sheriff

Luzerne County Sheriff's Department
Luzerne County Courthouse



200 North River Street
Wilkes-Barre, Pennsylvania 18711
(570) 825-1651

CLEARFIELD COUNTY

04-01945-CD

PENN NATIONAL INSURANCE COMPANY, ET AL

VS

WERNER ENTERPRISES AND KEITH B. WARNER

STATE OF PENNSYLVANIA
LUZERNE COUNTY SS:

MARK SENCZAKOWICZ, DEPUTY SHERIFF, for SHERIFF of said county, being duly sworn according to law, deposes and says, that on THURSDAY the TWENTY-THIRD day of DECEMBER 20 04 at 11:00 A.M. M., prevailing time, he served the within SUMMONS

upon KEITH B. WARNER

the within named, by handing to HIM personally, at 400 WEST FOURTH STREET NESCOPECK

_____ in the County of Luzerne, State of Pennsylvania, a true and attested copy and making known the contents thereof.

Sworn to and subscribed before me

[Signature]
Sheriff of Luzerne County

this TWENTY-THIRD day of DECEMBER 20 04

[Signature]
Prothonotary of Luzerne County

by [Signature]
Deputy Sheriff of Luzerne County, Pennsylvania

COPY

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100050

TERM & NO. 04-1945-CD

PENN NATONAL INSURANCE CO. a/s/o JOHN M. CAMPBELL

WRIT OF SUMMONS

vs.

WERNER ENTERPRISES and KEITH B. WARNER

SERVE BY: 01/05/05

MAKE REFUND PAYABLE TO HENNESSY & WALKER GROUP

SERVE: WERNER ENTERPRISES

ADDRESS: SERVE KEITH WARNER- 400 WEST 4TH ST., NESCOPECK, PA 18635

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF LUZERNE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 13, 2004.

RESPECTFULLY,



CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100050

TERM & NO. 04-1945-CD

PENN NATONAL INSURANCE CO. a/s/o JOHN M. CAMPBELL

WRIT OF SUMMONS

vs.

WERNER ENTERPRISES and KEITH B. WARNER

SERVE BY: 01/05/05

MAKE REFUND PAYABLE TO HENNESSY & WALKER GROUP

SERVE: KEITH B. WARNER

ADDRESS: 400 WEST 4TH ST., NESCOPECK, PA 18635

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF LUZERNE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 13, 2004.

RESPECTFULLY,



CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

:
: No. 04-1945-C.D.
:
: TYPE OF PLEADING:
: CERTIFICATE OF SERVICE
:
: TYPE OF CASE: CIVIL
:
: FILED ON BEHALF OF:
: **DEFENDANT KEITH B. WARNER**
:
: COUNSEL OF RECORD FOR
: FOR THIS PARTY:
: CHENA L. GLENN-HART
: I.D. NO. 82750
: JAMES M. HORNE, ESQ.
: I.D. NO. 26908
: KATHERINE V. OLIVER, ESQ.
: I.D. NO. 77069
: McQUAIDE, BLASKO, SCHWARTZ,
: FLEMING & FAULKNER, INC.
: 811 University Drive
: State College, PA 16801
: PH# (814) 238-4926

FILED

APR 27 2005

m/11:00/w

William A. Shaw
Prothonotary

no c/c

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of our Defendant Keith B. Warner's Interrogatories and Request for Production of Documents Directed to Plaintiffs and Co-Defendant Werner Enterprises, in the above-captioned matter were served via U.S. 1st Class Mail, postage prepaid, on this 26th day of April, 2005, to the attorney/parties of record:


Brian J. Walker, Esquire
142 West Market Street
West Chester, PA 19382

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138

Curtis Ellis
2635 11th Court
Vero Beach, FL 32960

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

By:


Chena L. Glenn-Hart

Attorney I.D. No. 82750

James M. Horne

Attorney I.D. No. 26908

Katherine V. Oliver

Attorney I.D. No. 77069

811 University Drive

State College, PA 16801

(814) 238-4926

Attorneys for Defendant

Keith B. Warner

FILED

APR 27 2005

William A. Shaw
Prothonotary

TO PLAINTIFFS:

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

RAWLE & HENDERSON

By: 
Attorneys for Defendants

RAWLE & HENDERSON LLP

By: Gary N. Stewart

Identification No.: 67353

By: Brian M. Marriott

Identification No.: 82185

25 North Front Street, First Floor
Harrisburg, Pennsylvania 17101
(717) 234-7700

Attorneys for Defendants,
Werner Enterprises, Inc.

William A. Shaw
Prothonotary/Clerk of Courts

FILED ¹⁰
m/12:30/ cc
MAY 13 2005

PENN NATIONAL INSURANCE a/s/o
JOHN M. CAMPBELL

Plaintiff,

vs.

WERNER ENTERPRISES, INC.
and KEITH B. WARNER

Defendants.

COURT OF COMMON PLEAS OF

CLEARFIELD COUNTY

NO: 04-1945-CD

DEFENDANT'S ANSWER TO PLAINTIFFS' COMPLAINT WITH NEW MATTER

Defendant, Werner Enterprises, Inc. (misidentified in the complaint as Werner Enterprises) by and through their attorneys, Rawle & Henderson, LLP, hereby respond to plaintiffs' Complaint and asserts New Matter as follows:

1. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the matters averred in paragraph 1 of plaintiffs' Complaint and they are therefore deemed denied pursuant to Pa. R.C.P. 1029(c).

2. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the matters averred in paragraph 1 of plaintiffs' Complaint and they are therefore deemed denied pursuant to Pa. R.C.P. 1029(c).

3. Paragraph 3 of the complaint is addressed to another defendant and thus no responsive pleading is required.

4. Denied as stated.

5. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the matters averred in paragraph 1 of plaintiffs' Complaint and they are therefore deemed denied pursuant to Pa. R.C.P. 1029(c).

6. Werner admits that it was the owner or lessee of the tractor involved in the accident and that the driver was operating the tractor trailer while performing duties as an employee or agent of Werner Enterprises, Inc. with instruction to operate the tractor trailer while using reasonable and due care and in compliance with all other applicable laws.

7. Paragraph 7 of the complaint is addressed to another defendant and thus no responsive pleading is required.

7. (sic) Admitted in part, denied in part. It is admitted only that Werner was the owner or lessee of the tractor involved in the accident and that the driver was operating the tractor trailer while performing duties as an employee or agent of Werner Enterprises, Inc. with instruction to operate the tractor trailer while using reasonable and due care and in compliance with all other applicable laws. This averment contains conclusions of law to which no responsive pleading is required. By way of further answer and without waiver of the foregoing, said averment is denied as stated. The remaining averments are denied. Defendants specifically deny any and all negligence, carelessness and/or recklessness. Strict proof is demanded at the time of trial.

8. (a-j) This averment contains conclusions of law to which no responsive pleading is required. By way of further answer and without waiver of the foregoing, said averments are denied. Defendants specifically deny any and all negligence. Strict proof is demanded at the time of trial.

9. This averment contains conclusions of law to which no responsive pleading is required. By way of further answer and without waiver of the foregoing, said averments are denied. Defendants specifically deny any and all negligence. Strict proof is demanded at the time of trial.

10. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the matters averred in paragraph 1 of plaintiffs' Complaint and they are therefore deemed denied pursuant to Pa. R.C.P. 1029(c).

11. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the matters averred in paragraph 1 of plaintiffs' Complaint and they are therefore deemed denied pursuant to Pa. R.C.P. 1029(c).

12. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the matters averred in paragraph 1 of plaintiffs' Complaint and they are therefore deemed denied pursuant to Pa. R.C.P. 1029(c).

WHEREFORE, defendant, Werner Enterprises, Inc., demands judgment in their favor and against the plaintiffs, dismissing plaintiffs' Complaint together with an award of costs and disbursements incurred by defendant, including attorneys' fees together with such other relief in favor of defendants as this Honorable Court shall deem appropriate under the circumstances.

NEW MATTER DIRECTED TO PLAINTIFFS

13. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
14. No omissions or conduct on the part of defendant contributed to plaintiff's damages, if any.
15. Plaintiff failed to mitigate his damages.
16. The damages complained of by plaintiff pre-existed or are unrelated to the accident which is the subject matter of this Complaint.
17. The negligence of plaintiff's insured either bars its right to recover completely, or reduces its claims based upon the extent of plaintiff's negligence under the doctrine of comparative negligence.
18. Plaintiff's alleged damages, if any, were the result of an unavoidable accident or sudden emergency.
19. Plaintiff's alleged damages, if any, were proximately caused, in whole or in part, by the fault of third parties for whom defendants are not legally responsible.
20. Plaintiff's claims are barred by the applicable statute of limitations.
21. Service of process was improper and/or insufficient.
22. This Honorable Court lacks jurisdiction over defendant.
23. It is further specifically denied that any act or omission on the part of defendant was the sole or proximate cause of plaintiff's alleged damages.
24. Plaintiff's claims are barred by the doctrine of spoliation.
25. At all times relevant herein, defendant acted in accordance with the applicable state and federal laws.

26. Plaintiff's claims for damage are excessive and unsupported and, therefore, must be barred or reduced.

27. Inasmuch as Pa.R.C.P. 1032 provides that a party waives all defenses not presented by way of answer, defendant, upon advice of counsel, hereby assert all of the affirmative defenses set forth in Pa.R.C.P. 1010(a).

WHEREFORE, defendant, Werner Enterprises, Inc., respectfully request that this Honorable Court dismiss plaintiffs' Complaint with prejudice, deny the relief requested therein, and grant judgment in favor of defendants and against plaintiffs, and grant other and further relief as this Honorable Court deems just and proper.

RAWLE & HENDERSON LLP

By: 

Gary N. Stewart, Esquire
Brian M. Marriott, Esquire
Attorneys for Defendant,
Werner Enterprises, Inc.

Date:

5-11-05

VERIFICATION

Joseph A. Godbeson hereby states that he/she is an authorized representative of Werner Enterprises, Inc., a defendant in this suit. The undersigned verifies that the statements made in the foregoing Answer With New Matter to Plaintiffs' Complaint are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements set forth in said pleading are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date:


Werner Enterprises, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on today's date, a true and correct copy of the foregoing Answer with New Matter was served by first-class mail, postage prepaid, upon all attorneys of record, addressed as follows:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

RAWLE & HENDERSON LLP

By: 

Gary N. Stewart, Esquire
Brian M. Marriott, Esquire
Attorney for Defendant,
Werner Enterprises, Inc.

Date:

5-11-05

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

PENN NATIONAL INSURANCE CO.,
A/S/O JOHN M. CAMPBELL

Plaintiff,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

TYPE OF PLEADING:
AFFIDAVIT OF SERVICE

TYPE OF CASE: CIVIL
FILED ON BEHALF OF:
DEFENDANT KEITH B. WARNER

COUNSEL OF RECORD FOR
FOR THIS PARTY:
CHENA L. GLENN-HART, ESQ.
I.D. NO. 82750
JAMES M. HORNE, ESQ.
I.D. NO. 26908
KATHERINE V. OLIVER, ESQ.
I.D. NO. 77069
McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.
811 University Drive
State College, PA 16801
PH# (814) 238-4926

FILED

MAY 20 2005

M/11:50

William A. Shaw

Prothonotary/Clerk of Courts

no 4c

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

AFFIDAVIT OF SERVICE

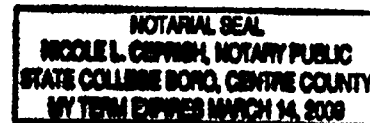
I, Chena L. Glenn-Hart, Esquire, being duly sworn according to law, deposes and states that on May 10, 2005, I served a copy of the Answer with New Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) dated April 19, 2005, in the above-captioned matter upon Additional Defendant, Curtis Ellis, by United States Certified Mail, return receipt requested, and via United States First Class Mail to the following addresses:

Curtis Ellis
1815 60 Oaks Lane
Vero Beach, FL 32966

The original post marked certified mail receipt for the mailing listed herein above, dated May 10, 2005, is attached hereto as Exhibit "A". In addition, the original of the return receipt


CHENA L. GLENN-HART

Quinn G. Cepriak (SEAL)
Notary Public



for the certified mailing sent to the address listed herein above, which evidences that Plaintiff
acknowledged receipt of same on May 13, 2002, is attached hereto as Exhibit "B".


CHENA L. GLENN-HART

() COMMONWEALTH OF PENNSYLVANIA

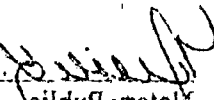
: ss

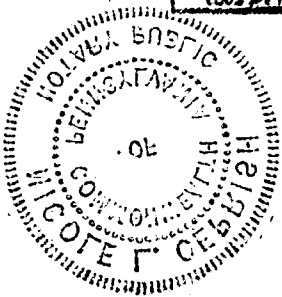
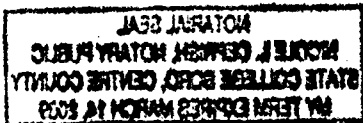
() COUNTY OF CENTRE

On this, the 14th day of May, 2002, before me a Notary Public,

personally appeared CHENA L. GLENN-HART, known to me (or satisfactorily proven) to be the
person whose name is subscribed to the foregoing instrument and acknowledged she executed the
same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.


Notary Public (SEAL)



7160 3901 9842 6532 1043

US Postal Service		Postage		\$ 83	Postmark Here
Certified Mail Receipt <i>Domestic Mail Only No Insurance Coverage Provided</i>		Certified Fee		230	
		Return Receipt Fee (Endorsement Required)		173	
		Restricted Delivery Fee (Endorsement Required)		.	
		Total Postage & Fees		\$ 4.88	
Sent To: CURTIS L. LIG 1815 60 OAKS LANE VILRO BEACH FL 32966					
<p>PS Form 3800, January 2003 US Postal Service Certified Mail 'pt</p> <p>CLGH/NLC PNI/CAMPBELL</p> <p>2</p>					

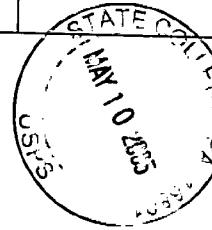


EXHIBIT "A"

2. Article Number



7160 3901 9842 6532 1043

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

**CURTIS ELLIS
1815 60 OAKS LANE
VERO BEACH FL 32966**

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

5/13/5

C. Signature

X *[Signature]*

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

PS Form 3811, January 2003

CLGH/NLC PNI/CAMPBELL

Domestic Return Receipt...

EXHIBIT "B"

RAWLE & HENDERSON LLP

By: Gary N. Stewart

Identification No.: 67353

By: Brian M. Marriott

Identification No.: 82185

25 North Front Street, First Floor

Harrisburg, Pennsylvania 17101

(717) 234-7700

Attorneys for Defendants,
Werner Enterprises, Inc. and
Curtis Ellis

PENN NATIONAL INSURANCE a/s/o

JOHN M. CAMPBELL

Plaintiff,

vs.

WERNER ENTERPRISES, INC.

and KEITH B. WARNER

Defendant.

COURT OF COMMON PLEAS OF

CLEARFIELD COUNTY

NO: 04-1945-CD

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter our appearance on behalf of defendant, Curtis Ellis, in the above-referenced matter.


RAWLE & HENDERSON LLP

By: 

Gary N. Stewart, Esquire
Brian M. Marriott, Esquire
Attorney for Defendants,
Werner Enterprises, Inc. and
Curtis Ellis

Date: 5-18-05

FILED

MAY 20 2005 

M/11:45/1
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATT

CERTIFICATE OF SERVICE

I hereby certify that on today's date, a true and correct copy of the foregoing entry of appearance was served by first-class mail, postage prepaid, upon all attorneys of record, addressed as follows:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

RAWLE & HENDERSON LLP

By: 

Gary N. Stewart, Esquire
Brian M. Marriott, Esquire
Attorney for Defendants,
Werner Enterprises, Inc. and
Curtis Ellis

Date:

5-18-08

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME
04-1945-CD

Date Complaint () Jury () Non-Jury

Filed: March 16, 2005 (X) Arbitration

1 days/hours

Penn National Insurance A/S/O and John M. Campbell
PLAINTIFF(S)

Werner Enterprises AND Keith B. Warner ()
DEFENDANT(S)

Check block if a Minor
is a Party to the Case

()
ADDITIONAL DEFENDANT(S)

()

FILED *noce*
m/2:06 SN Any pd
FEB 13 2006 *20.00*

William A. Shaw
Prothonotary/Clerk of Courts *(CR)*

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

\$6,424.95
AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than
& () yes (X) no

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:

X *Brian J. Walker*

Brian J. Walker, Esquire, AIC
FOR THE PLAINTIFF

610-431-2727
TELEPHONE NUMBER

Gary N. Stewart, Esquire
FOR THE DEFENDANT Werner Enterprises TELEPHONE NUMBER

717-234-7730

Chena L. Glenn-Hart, Esquire
FOR ADDITIONAL DEFENDANT Keith Warner TELEPHONE NUMBER

814-238-4926

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

PENN NATIONAL INSURANCE
A/S/O and JOHN M. CAMPBELL

vs.

WERNER ENTERPRISES AND
KEITH B. WARNER

No. 04-1945-CD

FILED 6 cc
0/10:0731 CIA
MAR 28 2006 CR

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 27th day of March, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, May 25, 2006 at 9:00 A.M.** The following have been appointed as Arbitrators:

Richard H. Milgrub, Esquire, Chairman

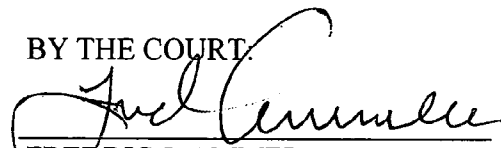
Frederick M. Neiswender, Esquire

Linda C. Lewis, 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 Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

RAWLE & HENDERSON LLP

By: Gary N. Stewart

Identification No.: 67353

By: Jeffrey C. Mickletz

Identification No.: 87531

25 North Front Street, First Floor

Harrisburg, Pennsylvania 17101

(717) 234-7700

Attorneys for Defendants,
Werner Enterprises, Inc. and
Curtis Ellis

PENN NATIONAL INSURANCE a/s/o
JOHN M. CAMPBELL

Plaintiff,

vs.

WERNER ENTERPRISES, INC.
and KEITH B. WARNER,

Defendants,

vs.

CURTIS ELLIS,

Additional
Defendant.

COURT OF COMMON PLEAS OF

CLEARFIELD COUNTY

NO: 04-1945-CD

FILED

APR 24 2006

William A. Shaw

Prothonotary/Clerk of Courts

1 sent to Atty
copy to C/O

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance as co-counsel to Gary N. Stewart on behalf of defendants,

Werner Enterprises, Inc. and Curtis Ellis, in the above-referenced matter.

RAWLE & HENDERSON LLP

By: _____

Jeffrey C. Mickletz, Esquire
Attorneys for Defendant,
Werner Enterprises, Inc. and
Curtis Ellis

Date: 4/21/06

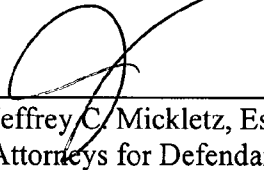
CERTIFICATE OF SERVICE

I hereby certify that on today's date, a true and correct copy of the foregoing entry of appearance was served by first-class mail, postage prepaid, upon all attorneys of record, addressed as follows:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

RAWLE & HENDERSON LLP

By: _____


Jeffrey C. Mickletz, Esquire
Attorneys for Defendant,
Werner Enterprises, Inc. and
Curtis Ellis

Date: 4/21/06

CA

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

PENN NATIONAL INSURANCE CO.,
A/S/O JOHN M. CAMPBELL

Plaintiff,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

KEITH B. WARNER,

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

Defendants.

No. 04-1945-C.D.
06-85-C.D.

TYPE OF PLEADING:
MOTION TO CONSOLIDATE

TYPE OF CASE: CIVIL
FILED ON BEHALF OF:
DEFENDANT KEITH B. WARNER

COUNSEL OF RECORD FOR
FOR THIS PARTY:
CHENA L. GLENN-HART, ESQ.
I.D. NO. 82750
JAMES M. HORNE, ESQ.
I.D. NO. 26908
KATHERINE V. OLIVER, ESQ.
I.D. NO. 77069
McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.
811 University Drive
State College, PA 16801
PH# (814) 238-4926

FILED *no cc*
m/a doob
MAY 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

KEITH B. WARNER,

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

Defendants.

No. 06-85-CD

FILED

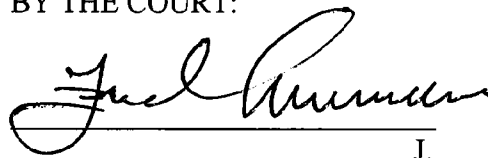
09:33am (UN) ICC Atty Glenn-Hart
MAY 12 2006

William A. Shaw
Prothonotary

ORDER

AND NOW, this 11 day of May, 2006, upon consideration of Plaintiff Keith B. Warner's Motion to Consolidate, said Motion is hereby GRANTED. It is further ORDERED that the civil actions at Clearfield County Docket Nos. 04-1945-CD and 06-85-CD shall be consolidated for purposes of litigation inclusive of discovery, through arbitration, at Docket No. 04-1945-CD.

BY THE COURT:


J.

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

PENN NATIONAL INSURANCE CO. :
A/S/O JOHN M. CAMPBELL, :
 :
Plaintiffs, : No. 04-1945-C.D.
 :
v. :
 :
WERNER ENTERPRISES and :
KEITH B. WARNER, :
 :
Defendants. :
 :
v. :
 :
CURTIS ELLIS, :
 :
Additional Defendant. :

KEITH B. WARNER, : No. 06-85-CD
 :
Plaintiff, :
 :
v. :
 :
CURTIS ELLIS, WERNER ENTERPRISES, :
AND JOHN M. CAMPBELL, :
 :
Defendants. :

MOTION TO CONSOLIDATE

AND NOW, comes Plaintiff Keith B. Warner, by and through his attorneys, McQuaide, Blasko, Fleming & Faulkner, Inc., pursuant to Pennsylvania Rule of Civil Procedure 213 to file this Motion to Consolidate and in support thereof avers as follows:

1. On December 6, 2004 Plaintiff Penn National Insurance Company a/s/o/ John Campbell ("PNI/Campbell") commenced an action by Praecipe for Writ of Summons with the following caption: *Penn National Insurance Company a/s/o/ John Campbell v. Werner*

Enterprises, Inc. and Keith B. Warner, No. 04-1945-C.D. The filing of Plaintiff's Complaint followed on or about March 16, 2006.

2. Plaintiff PNI/Campbell's action arises from a motor vehicle accident that occurred on February 7, 2004 on Interstate 80 near DuBois, Clearfield County, Pennsylvania and seeks recovery for damages sustained by Mr. Campbell's vehicle in the accident. (See Plaintiff's PNI/Campbell's Complaint attached hereto as Exhibit "A").

3. Additional Defendant Curtis Ellis was joined in the action by original Defendant Keith Warner via his Answer with New Matter filed on or about April 18, 2005. (See Defendant Warner's Answer with New Matter attached hereto as Exhibit "B").

4. On or about January 18, 2006, Keith Warner commenced his own action by Praecipe for Writ of Summons captioned: *Keith B. Warner v. Curtis Ellis, Werner Enterprises, and John Campbell, No. 06-85-CD*. Plaintiff Warner's Complaint followed on March 6, 2006. (See Plaintiff Warner's Complaint attached hereto as Exhibit "C").

5. Plaintiff Keith Warner's action arises from the same February 7, 2004 motor vehicle accident as that of Plaintiff PNI/Campbell and seeks recovery for damages sustained to the Warner vehicle in same.

6. Both of the above-captioned actions involve the same parties, seek property damage only and have been filed within arbitration limits.

7. Thus, the actions involve common questions of law and/or fact and arise from the same transaction and occurrence.

8. The action at Docket No. 04-1945-CD has already been scheduled for arbitration on May 25, 2006. (See Order attached hereto as Exhibit "D").

9. It the interest of judicial economy and in order to avoid inconvenience and unnecessary expense of the parties to both civil actions identified herein, Plaintiff Keith Warner seeks to consolidate the actions.


10. All counsel consent to the consolidation of these actions for purposes of litigation, inclusive of discovery, through arbitration. (See Consent to Consolidation forms executed by counsel attached hereto as Exhibit "E").

11. Based upon the foregoing, Plaintiff Keith Warner requests that the actions at Clearfield County Docket Nos. 04-1945-CD and 06-85-CD be consolidated at Docket No. 04-1945-CD such that both actions may be heard during the upcoming arbitration.

WHEREFORE, Plaintiff Keith Warner respectfully requests that this Honorable Court consolidate the actions pertaining to Clearfield County Docket Nos. 04-1945-CD and 06-85-CD into a single action at Docket No. 04-1945-CD.

Respectfully submitted,

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 

Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Plaintiff
Keith B. Warner

Dated: May 10, 2006

EXHIBIT “A”

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

MAR 16 2005

Brian J. Walker, Esquire
Hennessy & Walker, Group
142 West Market Street, Suite 2
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

Attest.

William D. [Signature]
Prothonotary/
Clerk of Courts

Penn National Insurantee
A/S/O John M. Campbell
P.O. Box 1670
AND John M. Campbell
135 Frederick Road
Altoona, PA 16603

: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No: 04-1945-CD

vs.

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138
AND ~~Keith B~~ Warner
400 West 4th Street
Nescopeck, PA 18635

RECEIVED

MAR 31 2005

NOTICE

NOTICE

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

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleva esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

Handwritten notes:
- This one
- Mailed
- 3/29/05
- H-1805

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

Attorney for Plaintiffs

Penn National Insurance.	: In The Court of Common Pleas
A/S/O John M. Campbell	
P.O. Box 1670	: Clearfield County, Pennsylvania
Harrisburg, PA 17105	
AND John M. Campbell	: Civil Action Law
135 Frederick Road	
Altoona, PA 16603	: No: 04-1945-CD

VS

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138
AND Keith B. Warner
400 West. 4th Street
Nescopeck, PA 18635

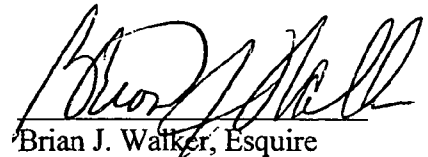
COMPLAINT

1. Plaintiff Penn National Insurance Company. is an insurance company licensed and authorized to conduct business in the Commonwealth of Pennsylvania and having as one of its principal places of business at the above captioned address.
2. Plaintiff John M. Campbell is an adult individual residing at the above captioned address.
3. Defendant Keith B. Warner is an adult individual residing at the above captioned address.
4. Defendant Werner Enterprises is a business entity having as one of principal places of business at the above captioned address.
5. On or about 2/7/04, Plaintiff Penn National Insurance Company insured Plaintiff John M. Campbell with a personal auto policy, policy number 1200318972, said policy covering a 2000 Cadillac and carrying with same, collision coverages.

6. On or about 2/7/04 Curtis Ellis was acting as agent, servant, employee and/or workman and/or for the common purpose of Defendant Werner Enterprises while he was operating a 2002 tractor trailer bearing NE tag 51542, registered to same.
7. On or about 2/7/04 defendant Keith B. Warner was operating a 1993 Plymouth , bearing PA tag ELX 2669, registered to same.
7. On or about 2/7/04, Defendants Werner Enterprises, acting by an through its agents and or employee Curtis Ellis and defendant Keith B. Warner while operating the aforesaid vehicles did negligently, carelessly and/or recklessly collide into one another resulting in defendant Warner's vehicle striking/colliding into Plaintiff's 2000 Cadillac at or near I 80 West Sandy Twp., Clearfield Co., PA causing extensive damages to same.
8. The negligence of the Defendants consisted of:
 - a) negligent entrustment;
 - b) failing to exercise due care;
 - c) being inattentive;
 - d) striking another motor vehicle lawfully upon the roadway;
 - e) failing to maintain control of said vehicle so as to be able to stop within the assured clear distances ahead;
 - f) failing to yield right of way;
 - g) striking another motor vehicle lawfully upon the roadway
 - h) improper lane change;
 - i) failing to make proper signal;
 - j) failing to give due regard to the rights, safety, point and position of plaintiff's vehicle.
9. The aforesaid collision resulted solely from the negligent acts and/or failure to act on part of Defendants named herein and were due in no manner whatsoever to any act and/or failure to act on part of Plaintiffs.
10. As a result of the aforesaid collision, Plaintiff's vehicle sustained extensive damages to same totaling \$6424.95
11. Pursuant to the aforesaid policy of insurance, Plaintiff Penn National Insurance Co. settled the collision claim of Plaintiff John M. Campbell in the amount of \$6424.95 (said figure includes Plaintiff's first party collision deductible) representing fair and reasonable reimbursement for the damages sustained.

12. Pursuant to the aforesaid policy of insurance, Plaintiff Penn National Insurance Co. is subrogated to Plaintiff John M. Campbell for this loss.

WHEREFORE, Plaintiffs demand judgment against Defendants jointly and severally in the amount of \$6424.95 together plus costs, interest and such other relief this Court finds equitable and just.

A handwritten signature in black ink, appearing to read "Brian J. Walker", is written over a horizontal line.

Brian J. Walker, Esquire
Hennessy & Walker, Group

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER

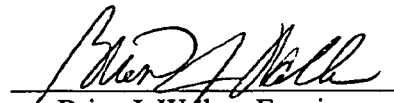
:SS

The Undersigned verifies that the facts contained herein are true and correct.

The undersigned understands that false statements herein are made subject to the penalties of 19 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

If applicable, this affidavit is made on behalf of the Plaintiff(s); that the said Plaintiff(s) is/are unable and unavailable to make this verification on its/his/her own behalf within the time allotted for filing of this pleading, and the facts set forth in the foregoing pleading are true and correct to the best of counsel's knowledge, information and belief.

This verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file.


Brian J. Walker, Esquire

Dated: 3/14/05

EXHIBIT “B”

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

PENN NATIONAL INSURANCE CO.,
A/S/O JOHN M. CAMPBELL

Plaintiff,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

TYPE OF PLEADING:

ANSWER WITH NEW MATTER,
NEW MATTER UNDER Pa.R.C.P.
2252(d) AND NEW MATTER UNDER
Pa.R.C.P. 2252(a)

TYPE OF CASE: CIVIL

FILED ON BEHALF OF:

DEFENDANT KEITH B. WARNER

COUNSEL OF RECORD FOR
FOR THIS PARTY:

CHENA L. GLENN-HART, ESQ.

I.D. NO. 82750

JAMES M. HORNE, ESQ.

I.D. NO. 26908

KATHERINE V. OLIVER, ESQ.

I.D. NO. 77069

McQUAIDE, BLASKO, SCHWARTZ,

FLEMING & FAULKNER, INC.

811 University Drive

State College, PA 16801

PH# (814) 238-4926

FILED
134
APR 19 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

NOTICE TO PLEAD

TO: Penn National Insurance Company
Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

YOU ARE HEREBY notified to file a written response to the enclosed Answer with New
Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) within twenty
(20) days from the date of service hereof or a judgment may be entered against you.

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

By:



Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Dated:

04/18/05

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

No. 04-1945-C.D.

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

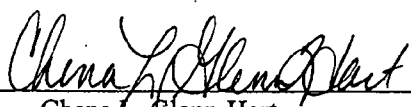
NOTICE TO PLEAD

TO: Werner Enterprises
14507 Frontier Road
Omaha, NE 68138

YOU ARE HEREBY notified to file a written response to the enclosed Answer with New Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) within twenty (20) days from the date of service hereof or a judgment may be entered against you.

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

By:


Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: 04/18/05

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

No. 04-1945-C.D.

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

**NOTICE TO DEFEND DIRECTED TO ADDITIONAL
DEFENDANT CURTIS ELLIS**

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 is served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

By: _____

Chena L. Glenn-Hart

Chena L. Glenn-Hart

Attorney I.D. No. 82750

James M. Horne

Attorney I.D. No. 26908

Katherine V. Oliver

Attorney I.D. No. 77069

811 University Drive

State College, PA 16801

(814) 238-4926

Dated: 04/18/05

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

No. 04-1945-C.D.

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

**DEFENDANT KEITH B. WARNER'S ANSWER WITH NEW MATTER,
NEW MATTER UNDER Pa.R.C.P. 2252(d) and NEW MATTER
UNDER Pa.R.C.P. 2252(a)**

AND NOW, comes Defendant Keith B. Warner, by and through his attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., to file the instant Answer with New Matter, New Matter under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) and avers as follows:

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

2. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2. The same are therefore denied and strict proof thereof demanded.

3. Admitted.

4. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4. The same are therefore denied and strict proof thereof demanded.

5. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5. The same are therefore denied and strict proof thereof demanded.

6. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6. The same are therefore denied and strict proof thereof demanded.

7. Admitted.

7. [sic] Admitted in part and denied in part. It is admitted only that contact was made between Answering Defendant's vehicle and the vehicles operated by John M. Campbell and Curtis Ellis. It is strictly denied that Answering Defendant, in any way, was negligent, careless, and/or reckless in operating his vehicle at any time relevant to the events described in the Complaint. It is also denied that Answering Defendant was acting as an agent or employee of Defendant Werner Enterprises at the time of the accident on February 7, 2004. To the extent that the allegations in paragraph 7 set forth legal conclusions, the same are denied and strict proof thereof demanded. As to the balance of the allegations at paragraph 7, after reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations at paragraph 7. The same are therefore denied and strict proof thereof demanded.

8. Denied. It is strictly denied that Answering Defendant was negligent in any manner with respect to the events described in the Complaint. To the contrary, Answering Defendant operated his vehicle in a safe and careful manner at all times relevant to the events described in the Complaint.

9. Denied. It is strictly denied that the collision described in the Complaint was in any way the result of any negligent acts and/or failure to act on the part of Answering Defendant.

10. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10. The same are therefore denied and strict proof thereof demanded.

11. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11. The same are therefore denied and strict proof thereof demanded.

12. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12. The same are therefore denied and strict proof thereof demanded.

WHEREFORE, Answering Defendant Keith B. Warner requests that the Complaint filed against him be dismissed, with prejudice and costs of suit.

NEW MATTER DIRECTED TO PLAINTIFF

13. Answering Defendant incorporates by reference paragraphs 1-12, above, as though set forth at length herein.

14. To the extent that John M. Campbell was comparatively or contributorily negligent in the accident described in the Complaint, Plaintiff's claim is barred or reduced accordingly.

15. Answering Defendant hereby asserts the sudden emergency doctrine.

16. The accident described in the Complaint and Plaintiff's alleged damages resulting therefrom were caused solely by the actions or inactions of parties other than Answering Defendant, over whom Answering Defendant had no control.

WHEREFORE, Answering Defendant Keith B. Warner requests that Plaintiff's Complaint be dismissed, with prejudice and costs of suit.

NEW MATTER UNDER Pa.R.C.P. 2252(d) DIRECTED TO
CO-DEFENDANT WERNER ENTERPRISES

17. Answering Defendant incorporates by reference paragraphs 1-12, above, as though set forth in full.

18. Pursuant to Pennsylvania Rule of Civil Procedure 2252(d), Answering Defendant hereby joins Werner Enterprises as an additional Defendant in this matter.

19. For the reasons set forth in Plaintiff's Complaint, which are incorporated herein by reference but without admission or adoption, any and all injuries and damages, if any, sustained by the Plaintiff were caused solely by the negligent, reckless and careless conduct of co-Defendant Werner Enterprises.

20. Defendant Keith B. Warner hereby joins Werner Enterprises as an additional Defendant to protect his right to contribution in the event it is judicially determined that said co-Defendant Werner Enterprises and Answering Defendant Keith B. Warner are jointly, or jointly and severally liable, to Plaintiff, the existence of any liability on the part of Answering Defendant Keith B. Warner being expressly denied.

WHEREFORE, Answering Defendant Keith B. Warner requests that Plaintiff's Complaint be dismissed, and in the alternative requests that judgment be entered in favor of Answering Defendant Keith B. Warner and against co-Defendant Werner Enterprises.

**NEW MATTER UNDER Pa.R.C.P. 2252(a) DIRECTED TO
ADDITIONAL DEFENDANT CURTIS ELLIS**

21. Answering Defendant incorporates by reference paragraphs 1-20, above, as though set forth in full.

22. Additional Defendant Curtis Ellis is an adult individual last known to be residing at 2635 11th Court, Vero Beach, Florida 32960.

23. At the time of the February 7, 2004 accident, Additional Defendant Curtis Ellis was operating the 2002 tractor trailer (NE Tag 51542) which was owned by co-Defendant Werner Enterprises.

24. Pursuant to Pennsylvania Rule of Civil Procedure 2252(a), Answering Defendant hereby joins Curtis Ellis as an additional Defendant in this matter.

25. For the reasons set forth in Plaintiff's Complaint, which are incorporated herein by reference but without admission or adoption, any and all injuries and damages, if any, sustained by the Plaintiff were caused solely by the negligent, reckless and careless conduct of Additional Defendant Curtis Ellis.

26. Answering Defendant Keith B. Warner hereby joins Curtis Ellis as an additional Defendant to protect its right to contribution in the event it is judicially determined that Curtis Ellis and Answering Defendant Keith B. Warner are jointly, or jointly and severally liable, to Plaintiff, the existence of any liability on the part of Answering Defendant Keith B. Warner being expressly denied.

WHEREFORE, Answering Defendant Keith B. Warner requests that Plaintiff's
Complaint be dismissed, and in the alternative request that judgment be entered in favor of
Answering Defendant Keith B. Warner and against Additional Defendant Curtis Ellis:

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

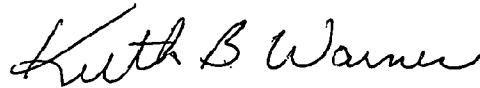
By: Chena L. Glenn-Hart
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

Dated: 04/18/05

VERIFICATION

The undersigned verifies that he is authorized to make this Verification on his own behalf, and that the statements made in the foregoing Answer with New Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) are true and correct to the best of his knowledge, information and belief. The undersigned understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authority.



Keith B. Warner

Dated: 4-14-05

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant Keith B. Warner's Answer with New Matter, New Matter Under Pa.R.C.P. 2252(d) and New Matter Under Pa.R.C.P. 2252(a) in the above-captioned matter was mailed by regular mail, postage prepaid, or by certified mail (return receipt requested) at the Post Office, State College, Pennsylvania, on this 18th day of April, 2005, to the attorney(s)/party(ies) of record as indicated below:


Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
(via regular mail)

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138
(via regular mail)

Curtis Ellis
2635 11th Court
Vero Beach, FL 32960
(via certified mail)

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

By:



Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

EXHIBIT “C”

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

KEITH B. WARNER,

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

Defendants.

: No. 06-85-CD

:
:
: TYPE OF PLEADING:
: **COMPLAINT**

:
:
: TYPE OF CASE: CIVIL

:
: FILED ON BEHALF OF:
: PLAINTIFF KEITH B. WARNER

:
:
: COUNSEL OF RECORD FOR
: FOR THIS PARTY:
: CHENA L. GLENN-HART, ESQ.
: I.D. NO. 82750
: JAMES M. HORNE, ESQ.
: I.D. NO. 26908
: KATHERINE V. OLIVER, ESQ.
: I.D. NO. 77069
: McQUAIDE, BLASKO, SCHWARTZ,
: FLEMING & FAULKNER, INC.
: 811 University Drive
: State College, PA 16801
: PH# (814) 238-4926

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

KEITH B. WARNER,

No. 06-85-CD

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,


Defendants.

NOTICE TO PLEAD

TO: Curtis Ellis
1815 60 Oaks Lane
Vero Beach, FL 32960

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

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: March 6, 2006

Attorneys for Defendant
Keith B. Warner

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

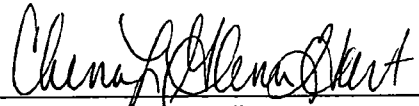
KEITH B. WARNER,	:	No. 06-85-CD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CURTIS ELLIS, WERNER ENTERPRISES,	:	
AND JOHN M. CAMPBELL,	:	
	:	
Defendants.	:	

NOTICE TO PLEAD

TO: Werner Enterprises
14507 Frontier Road
Omaha, NE 68138

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

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: March 6, 2006

Attorneys for Defendant
Keith B. Warner

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


KEITH B. WARNER,	:	No. 06-85-CD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CURTIS ELLIS, WERNER ENTERPRISES,	:	
AND JOHN M. CAMPBELL,	:	
	:	
Defendants.	:	

NOTICE TO PLEAD

TO: John M. Campbell
135 Frederick Road
Altoona, PA 16603

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

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: March 6, 2006

Attorneys for Defendant
Keith B. Warner

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

KEITH B. WARNER,	:	No. 06-85-CD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CURTIS ELLIS, WERNER ENTERPRISES,	:	
AND JOHN M. CAMPBELL,	:	
	:	
Defendants.	:	

COMPLAINT

AND NOW, comes Plaintiff, Keith B. Warner, by and through his undersigned attorneys, McQuaide, Blasko, Fleming & Faulkner, Inc., and files the following Complaint and in support thereof avers as follows:

1. Plaintiff is Keith B. Warner, an adult individual residing at 400 West Fourth Street, Nescopeck, Pennsylvania 18635.
2. Defendant Curtis Ellis is an adult individual last known to be residing at 2635 11th Court, Vero Beach, Florida 32960.
3. Defendant Werner Enterprises is a business entity with a principle place of business at 14507 Frontier Road, Omaha, Nebraska 68138.
4. Defendant John M. Campbell is an adult individual last known to be residing at 135 Frederick Road, Altoona, Pennsylvania 16603.
5. At all times relevant to the instant action, Defendant Curtis Ellis was operating a 2002 tractor trailer (NE Tag 15542) which was owned by Co-Defendant Werner Enterprises.
6. At all times relevant to the instant action, Defendant Ellis was acting as an employee, servant, agent, and/or representative of Defendant Werner Enterprises.

7. On or about February 7, 2004, Plaintiff was the owner of a 1993 Plymouth Voyager which he was driving in a westerly direction on SR 80 approaching DuBois in Clearfield County, Pennsylvania in the right hand lane.

8. On or about February 7, 2004, Defendant Curtis Ellis was operating a 2002 tractor trailer also in a westerly direction on SR 80 in the left hand lane.

8. On or about February 7, 2004, Defendant John M. Campbell was the owner of a 2000 Cadillac which he was operating in a westerly direction on Interstate 80 behind Plaintiff's vehicle.

9. It was snowing heavily at the time and the road was covered with snow.

10. In addition, traffic was moving slowly as it was approaching a motor vehicle accident ahead.

11. Given this, Plaintiff was carefully and cautiously operating his vehicle at an appropriate pace with his four way flashers activated.

12. As Plaintiff carefully and cautiously operated his vehicle on Interstate 80, the tractor trailer operated by Defendant Ellis passed Plaintiff's vehicle in the left lane.

13. As Defendant Ellis' tractor trailer passed Plaintiff, the tractor trailer suddenly and without warning swerved into the right lane directly into the path of Plaintiff's vehicle and striking the front end of Plaintiff's vehicle.

14. Due to the sudden nature of Defendant Ellis' tractor trailer swerving into Plaintiff's lane of travel directly in front of Plaintiff's vehicle, Plaintiff was unable to avoid colliding with Defendant's tractor trailer.

15. As a result of the impact with Defendant Ellis' tractor trailer, Plaintiff's vehicle began spinning out of control despite Plaintiff's efforts to bring it to a stop by applying his brakes.

16. Plaintiff's vehicle had practically come to a complete stop on the left side of the interstate when Defendant Campbell's Cadillac collided with it.

COUNT I
KEITH B. WARNER v. CURTIS ELLIS AND WERNER ENTERPRISES

17. The accident at issue was directly caused by the negligence, recklessness and carelessness of Defendant Ellis in that he attempted to pass Plaintiff's vehicle in the left westbound lane of Interstate 80 at a speed unsafe for conditions at the time, resulting in his tractor trailer swerving into Plaintiff's lane of travel, thereby resulting in the initial collision.

18. The initial collision in this accident was caused solely by the negligent, reckless and careless conduct of Defendant Curtis Ellis in that:

- a. He operated his tractor trailer without due regard for the rights, safety and position of Plaintiff's vehicle;
- b. He failed to keep his tractor trailer under proper and adequate control;
- c. He was inattentive and failed to maintain a sharp lookout of the road and condition of traffic around, beside and behind him;
- d. He failed to observe the rights, safety and position of Plaintiff's vehicle;
- e. He failed to be observant of Plaintiff's vehicle;
- f. He failed to keep proper lookout;
- g. He failed to make proper observations of the position of Plaintiff's vehicle;
- h. He failed to be observant of traffic and road conditions;
- i. He failed to take all reasonable measure to avoid colliding with the motor vehicle being operated by Plaintiff;

- j. He violated the statutes of the Commonwealth of Pennsylvania relating to the operation of motor vehicles on public roadways; and
- k. He was otherwise negligent, reckless and careless under the circumstances then and there existing.

19. By virtue of the fact that Defendant Ellis was an agent, representative and employee of Defendant Werner Enterprises at all times relevant to the accident at issue, Defendant Werner Enterprises is vicariously liable for the negligence, recklessness and carelessness of Defendant Ellis as described hereinabove.

20. As a direct and proximate result of the negligence, recklessness and carelessness of Defendant Ellis, Plaintiff sustained damages in the amount of \$2,846.20, which represents the value of Plaintiff's vehicle at the time of loss, less the salvage value, and fees incurred in towing and storage of the vehicle.

WHEREFORE, Plaintiff Keith B. Warner demands judgment against Defendants Curtis Ellis and Werner Enterprises in the amount of \$2,846.20, plus cost, interest and any such other relief as deemed appropriate.

COUNT II
KEITH B. WARNER v. JOHN M. CAMPBELL

21. Paragraphs 1 through 20 are incorporated by reference as though set forth at length herein.

22. The accident at issue was directly caused by the negligence, recklessness and carelessness of Defendant Campbell in that he failed to maintain proper lookout and proper control of his vehicle with respect to the traffic ahead of him, namely the initial collision between Defendant Ellis' tractor trailer and Plaintiff's vehicle, thereby resulting in the second collision.

23. The second collision in this accident was caused solely by the negligent, reckless and careless conduct of Defendant Campbell in that:

- a. He operated his vehicle without due regard for the rights, safety and position of Plaintiff's vehicle;
- b. He failed to keep his vehicle under proper and adequate control;
- c. He was inattentive and failed to maintain a sharp lookout of the road and condition of traffic around, beside and behind him;
- d. He failed to observe the rights, safety and position of Plaintiff's vehicle;
- e. He failed to be observant of Plaintiff's vehicle;
- f. He failed to keep proper lookout;
- g. He failed to make proper observations of the position of Plaintiff's vehicle;
- h. He failed to be observant of traffic and road conditions;
- i. He failed to take all reasonable measure to avoid colliding with the motor vehicle being operated by Plaintiff;
- j. He violated the statutes of the Commonwealth of Pennsylvania relating to the operation of motor vehicles on public roadways;
- k. He failed to maintain an assured clear distance between his vehicle and Plaintiff's vehicle; and
- l. He was otherwise negligent, reckless and careless under the circumstances then and there existing.

24. As a direct and proximate result of the negligence, recklessness and carelessness of Defendant Campbell, Plaintiff sustained damages in the amount of \$2,846.20, which

represents the value of Plaintiff's vehicle at the time of loss, less the salvage value, and fees incurred in towing and storage of the vehicle.

WHEREFORE, Plaintiff Keith B. Warner demands judgment against Defendant John M. Campbell in the amount of \$2,846.20, plus cost, interest and any such other relief as deemed appropriate.

Respectfully submitted,

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 

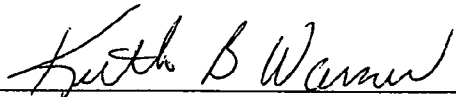
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

Dated: March 6, 2006

VERIFICATION

The undersigned verifies that he is authorized to make this Verification on his own behalf, and that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. The undersigned understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authority.



Keith B. Warner

Dated: 2-28-06

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

KEITH B. WARNER, : No. 06-85-CD
 :
 :
 Plaintiff, :
 :
 :
 v. :
 :
 :
 CURTIS ELLIS, WERNER ENTERPRISES, :
 AND JOHN M. CAMPBELL, :
 :
 :
 Defendants. :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Plaintiff's Complaint in the above-captioned matter was mailed by regular mail, postage prepaid, or by certified mail (return receipt requested) at the Post Office, State College, Pennsylvania, on this 6th day of March, 2006, to the attorney(s)/party(ies) of record as indicated below:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
(via regular mail)

Werner Enterprises
14507 Frontier Road
Omaha, NE 68138
(via regular mail)

Curtis Ellis
2635 11th Court
Vero Beach, FL 32960
(via regular mail)

Gary N. Stewart, Esquire
Rawle & Henderson, LLP
25 North Front Street, First Floor
Harrisburg, PA 17101
(via regular mail)

John M. Campbell
135 Frederick Road
Altoona, PA 16603
(via regular mail)

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

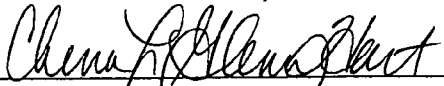
By: 
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926
Attorneys for Defendant
Keith B. Warner

EXHIBIT “D”

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

PENN NATIONAL INSURANCE
A/S/O and JOHN M. CAMPBELL

vs.

WERNER ENTERPRISES AND
KEITH B. WARNER

:
:
:
: No. 04-1945-CD
:
:
:

ORDER

NOW, this 27th day of March, 2006, it is the ORDER of the Court that
the above-captioned matter is scheduled for Arbitration on **Thursday, May 25, 2006 at 9:00**

A.M. The following have been appointed as Arbitrators: /

Richard H. Milgrub, Esquire, Chairman

Frederick M. Neiswender, Esquire

Linda C. Lewis, 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 Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA.

BY THE COURT:

/s/ Fredric J. Ammerman
FREDRIC J. AMMERMAN
President Judge

EXHIBIT “E”

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

KEITH B. WARNER,

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

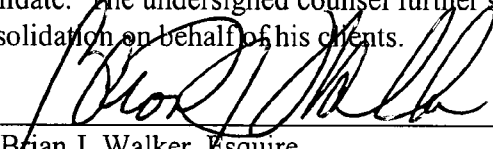
Defendants.

No. 06-85-CD

CONSENT TO CONSOLIDATION

The undersigned counsel does hereby agree and stipulate to the consolidation of the civil actions filed at Clearfield County Docket Nos. 04-1945-CD and 06-85-CD as proposed in Plaintiff Keith B. Warner's Motion to Consolidate. The undersigned counsel further states that he is authorized to stipulate and agree to consolidation on behalf of his clients.

Date: 4/26/06



Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
on behalf of Penn National Insurance Company and
John M. Campbell

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

No. 04-1945-C.D.

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

KEITH B. WARNER,

No. 06-85-CD

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

Defendants.

CONSENT TO CONSOLIDATION

The undersigned counsel does hereby agree and stipulate to the consolidation of the civil actions filed at Clearfield County Docket Nos. 04-1945-CD and 06-85-CD as proposed in Plaintiff Keith B. Warner's Motion to Consolidate. The undersigned counsel further states that he is authorized to stipulate and agree to consolidation on behalf of his clients.

Date:

4-18-06

Gary N. Stewart, Esquire

Rawle & Henderson, LLP

25 North Front Street, First Floor

Harrisburg, PA 17101

on behalf of Curtis Ellis and Werner Enterprises

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

PENN NATIONAL INSURANCE CO. :
A/S/O JOHN M. CAMPBELL, :
 :
Plaintiffs, : No. 04-1945-C.D.
 :
v. :
 :
WERNER ENTERPRISES and :
KEITH B. WARNER, :
 :
Defendants. :
 :
v. :
 :
CURTIS ELLIS, :
 :
Additional Defendant. :

KEITH B. WARNER, : No. 06-85-CD
 :
Plaintiff, :
 :
v. :
 :
CURTIS ELLIS, WERNER ENTERPRISES, :
AND JOHN M. CAMPBELL, :
 :
Defendants. :

CERTIFICATE OF SERVICE


I hereby certify that a true and correct copy of the Plaintiff Keith B. Warner's Motion to Consolidate in the above-captioned matter was mailed by regular mail, postage prepaid, or by certified mail (return receipt requested) at the Post Office, State College, Pennsylvania, on this 10th day of May, 2006, to the attorney(s)/party(ies) of record as indicated below:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

Gary N. Stewart, Esquire
Rawle & Henderson, LLP
25 North Front Street, First Floor
Harrisburg, PA 17101

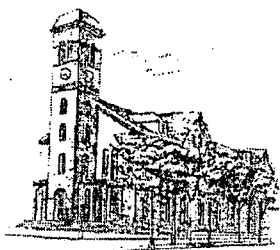
McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By:



Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

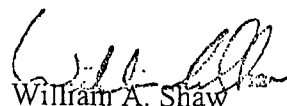
Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,


William A. Shaw
Prothonotary

DATE: 5-12-06

X You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

PENN NATIONAL INSURANCE CO. :
A/S/O JOHN M. CAMPBELL, :
 :
Plaintiffs, : No. 04-1945-C.D.
 :
v. :
 :
WERNER ENTERPRISES and :
KEITH B. WARNER, :
 :
Defendants. :
 :
v. :
 :
CURTIS ELLIS, :
 :
Additional Defendant. :

KEITH B. WARNER, : No. 06-85-CD
 :
Plaintiff, :
 :
v. :
 :
CURTIS ELLIS, WERNER ENTERPRISES, :
AND JOHN M. CAMPBELL, :
 :
Defendants. :

CERTIFICATE OF SERVICE

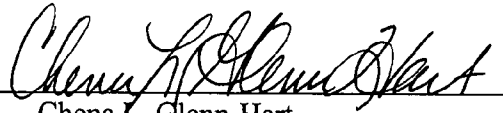
I hereby certify that a true and correct copy of the Pre-Arbitration Memorandum of Plaintiff Keith B. Warner in the above-captioned matter was sent via facsimile and regular mail, postage prepaid at the Post Office, State College, Pennsylvania, on this 17th day of May, 2006, to the attorney(s)/party(ies) of record as indicated below:

FILED
MAY 18 2006
2:00 PM
William A. Shaw
Prothonotary/Clerk of Courts
N.J. C/K C/K

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

Gary N. Stewart, Esquire
Rawle & Henderson, LLP
25 North Front Street, First Floor
Harrisburg, PA 17101

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 

Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.,
A/S/O JOHN M. CAMPBELL

Plaintiff,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

KEITH B. WARNER,

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

Defendants.

No. **04-1945-C.D.**
06-85-C.D.

TYPE OF PLEADING:
CERTIFICATE OF SERVICE

TYPE OF CASE: CIVIL
FILED ON BEHALF OF:
DEFENDANT KEITH B. WARNER

COUNSEL OF RECORD FOR
FOR THIS PARTY:
CHENA L. GLENN-HART, ESQ.
I.D. NO. 82750
JAMES M. HORNE, ESQ.
I.D. NO. 26908
KATHERINE V. OLIVER, ESQ.
I.D. NO. 77069
McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.
811 University Drive
State College, PA 16801
PH# (814) 238-4926

FILED

MAY 18 2006
m/z:swl
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

KEITH B. WARNER,	:	No. 06-85-CD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CURTIS ELLIS, WERNER ENTERPRISES,	:	
AND JOHN M. CAMPBELL,	:	
	:	
Defendants.	:	


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Order dated May 11, 2006
consolidating actions in the above-captioned matter was mailed by regular mail, postage prepaid,
or by certified mail (return receipt requested) at the Post Office, State College, Pennsylvania, on
this 17th day of May, 2006, to the attorney(s)/party(ies) of record as indicated below:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

Gary N. Stewart, Esquire
Rawle & Henderson, LLP
25 North Front Street, First Floor
Harrisburg, PA 17101

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 

Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

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

PENN NATIONAL INSURANCE CO.,
A/S/O JOHN M. CAMPBELL

Plaintiff,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

KEITH B. WARNER,

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

Defendants.

No. 04-1945-C.D.
06-85-C.D.

TYPE OF PLEADING:
**PLAINTIFF KEITH B. WARNER'S
REPLY TO NEW MATTER OF
DEFENDANTS WERNER ENTERPRISES
INC. AND CURTIS ELLIS**

TYPE OF CASE: CIVIL
FILED ON BEHALF OF:
PLAINTIFF KEITH B. WARNER

COUNSEL OF RECORD FOR
FOR THIS PARTY:
CHENA L. GLENN-HART, ESQ.
I.D. NO. 82750
JAMES M. HORNE, ESQ.
I.D. NO. 26908
KATHERINE V. OLIVER, ESQ.
I.D. NO. 77069
McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.
811 University Drive
State College, PA 16801
PH# (814) 238-4926

FILED *WCC*
MT 11:54 AM
MAY 19 2006 *(u)*

William A. Shaw
Prothonotary/Clerk of Courts

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

KEITH B. WARNER,	:	No. 06-85-CD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CURTIS ELLIS, WERNER ENTERPRISES,	:	
AND JOHN M. CAMPBELL,	:	
	:	
Defendants.	:	

PLAINTIFF KEITH B. WARNER'S REPLY TO NEW MATTER OF DEFENDANTS
WERNER ENTERPRISES, INC. and CURTIS ELLIS

AND NOW, comes Plaintiff Keith B. Warner, by and through his attorneys, McQuaide, Blasko, Fleming & Faulkner, Inc., to file the within Reply to New Matter and in support thereof avers as follows:

25. The averments at paragraph 25 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

26. Denied. See averments contained within Plaintiff's Complaint.

27. The averments at paragraph 27 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

28. Denied. To the contrary, the damages alleged in Plaintiff's Complaint were caused directly by the accident which is the subject matter of this action.

29. The averments at paragraph 29 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied. By way of further response, it is strictly denied that Plaintiff was in any way negligent with respect to the events described in the Complaint.

30. The averments at paragraph 30 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

31. The averments at paragraph 31 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

32. The averments at paragraph 32 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

33. The averments at paragraph 33 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

34. The averments at paragraph 34 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

35. The averments at paragraph 35 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

36. The averments at paragraph 36 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

37. The averments at paragraph 37 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

38. The averments at paragraph 38 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

39. The averments at paragraph 39 are conclusions of law to which no responsive pleading is required. To the extent a response is deemed necessary, said allegations are strictly denied.

WHEREFORE, Plaintiff Keith B. Warner demands judgment against Defendants in the amount of \$2,846.20, plus cost, interest and any such other relief as deemed appropriate.

Respectfully submitted,

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: _____



Chena L. Glen-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

Dated: May 18, 2006

VERIFICATION

Chena L. Glenn-Hart, hereby verifies that she is the attorney of record for Plaintiff, Keith B. Warner, in the foregoing action, and as such is authorized to make this verification on his behalf, and that the facts set forth in the foregoing Reply to New Matter of Defendants Werner Enterprises, Inc. and Curtis Ellis are true and correct to the best of her information, knowledge and belief. This verification is hereby made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Chena L. Glenn-Hart

Dated: May 18, 2006

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

KEITH B. WARNER,	:	No. 06-85-CD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CURTIS ELLIS, WERNER ENTERPRISES,	:	
AND JOHN M. CAMPBELL,	:	
	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Plaintiff Keith B. Warner's Reply to New Matter of Defendants Werner Enterprises, Inc. and Curtis Ellis in the above-captioned matter was sent via facsimile and regular mail, postage prepaid at the Post Office, State College, Pennsylvania, on this 18th day of May, 2006, to the attorney(s)/party(ies) of record as indicated below:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

Gary N. Stewart, Esquire
Rawle & Henderson, LLP
25 North Front Street, First Floor
Harrisburg, PA 17101

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 
Chena L. Glenn-Hart

Attorney I.D. No. 82750

James M. Horne

Attorney I.D. No. 26908

Katherine V. Oliver

Attorney I.D. No. 77069

811 University Drive

State College, PA 16801

(814) 238-4926

Attorneys for Defendant

Keith B. Warner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Penn National Insurance a/s/o and John M. Campbell

Vs.

Werner Enterprises and Keith B. Werner

AND

Keith B. Warner

Vs.

Curtis Ellis, Werner Enterprises, and John M. Campbell

No. 04-1945-CD

No. 06-85-CD

FILED

MAY 25 2006

William A. Shaw
Prothonotary/Clerk of Courts
Notice to all Attys:
(see Notice)

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 25th day of May, 2006, 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.

Richard H. Milgrub, Esq.

Frederick M. Neiswender, Esq.

Linda C. Lewis, Esq.

Chairman

Sworn to and subscribed before me this
25th day of May, 2006

Prothonotary

AWARD OF ARBITRATORS

Now, this 25th day of May, 2006, 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 Plaintiff Campbell against Defendant Werner Enterprises and Curtis Ellis in the amount of \$6,424.95.

In favor of Defendant Keith Warner.

Summary: 04-1945-CD and 06-85-CD

Werner Enterprises to pay

\$6,424.95 to John Campbell \$2,846.20 to Keith Warner

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 25th day of May, 2006, 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

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

Penn National Insurance a/s/o and John M. Campbell

Vs.

No. 04-1945-CD

Werner Enterprises and Keith B. Werner

AND

Keith B. Warner

Vs.

No. 06-85-CD

Curtis Ellis, Werner Enterprises, and John M. Campbell

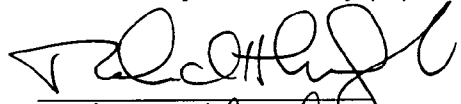
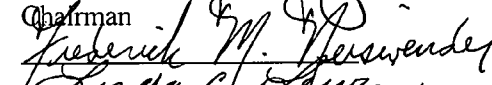
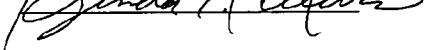
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 25th day of May, 2006, 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.

Richard H. Milgrub, Esq.

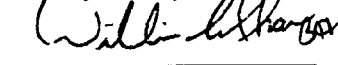
Frederick M. Neiswender, Esq.

Linda C. Lewis, Esq.


Chairman



Sworn to and subscribed before me this

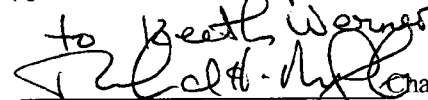
25th day of May, 2006.


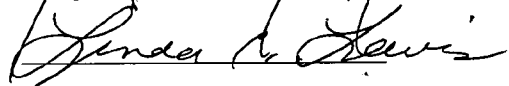


Prothonotary

AWARD OF ARBITRATORS

Now, this 25 day of May, 2006, 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:

Werner Enterprises to pay
\$6424.95 to John Campbell
\$2846.20 to Keith Werner
 Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this _____ day of _____, _____, 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 _____

No. 04-1945 C.D

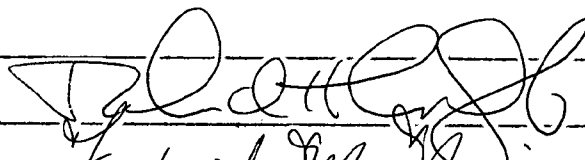
In favor of ^(Campbell) Π against Δ Werner
Enterprises \$64 24.95
+ Curtis Ellis

In favor of Δ Keith Warner

No. 06-85-CD

In favor of Π against Δ
Curtis Ellis + Werner Enterprises
2446.20

In favor of Δ John Campbell


Frederick M. Hendricks
Jinda C. Lewis

MAY 25 2006

William A. Shaw
Prothonotary/Clerk of Courts

Prothonotary/Clerk of Courts

Penn National Insurance a/s/o and
John M. Campbell

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2004-01945-CD
:

Werner Enterprises and Keith B. Warner
Curtis Ellis

NOTICE OF AWARD

TO: Brian J. Walker, Esq.

Gary N. Stewart, Esq., Brian M. Marriott, Esq., Jeffrey C. Mickletz, Esq.

James M. Horne, Esq., Katherine V. Oliver, Esq., Chena L. Glenn-Hart, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 25, 2006 and have awarded:

In favor of Plaintiff Campbell against Defendant Werner Enterprises and Curtis Ellis in the amount of \$6,424.95.

In favor of Defendant Keith Warner.

Summary: 04-1945-CD and 06-85-CD

Werner Enterprises to pay

\$6,424.95 to John Campbell \$2,846.20 to Keith Werner

William A. Shaw

Prothonotary

By 

May 25, 2006

Date

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

cr



**HENNESSY
&
WALKER
GROUP, P.C.**

SUBROGATION NATIONWIDE

BRIAN J. WALKER†, J.D., AIC

*ADMITTED PA AND NJ

EMAIL: bwalker@subrogation.net

May 16, 2006

Court Administration
Clearfield County Courthouse
230 East Market Street
Clearfield County, PA 16830

RECEIVED

MAY 16 2006

COURT ADMINISTRATORS
OFFICE

RE: Penn National/John M. Campbell vs. Werner Enterprises, et.al.
Clearfield County C.C.P. No: 04-1945 CD
Our File No: PENN-1006

Dear Sir/Madam:

Pursuant to Local Rule 1306A, I have attached our pre-trial Memorandum with regard to the above action that is scheduled for a hearing May 25, 2006 at 9:00 A.M.

Very truly yours,

Hennessy & Walker

Brian J. Walker

Brian J. Walker, Esquire, AIC

BJW/tbc

Enclosures

via fax & regular mail 814-765-7649

cc: (w/enclosures) Richard H. Milgrub, Esquire (via fax 814-765-4410)
Frederick M. Neiswender, Esquire (via fax 814-765-7205)
Linda C. Lewis, Esquire (814-765-8142)
Chena Glenn-Hart, Esquire (via fax 814-234-5620)
Gary N. Stewart, Esquire (717-234-7710)
File No: 250081

Brian J. Walker, Esquire, AIC
Hennessy & Walker
142 West Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

RECEIVED

MAY 16 2006

COURT ADMINISTRATORS
OFFICE

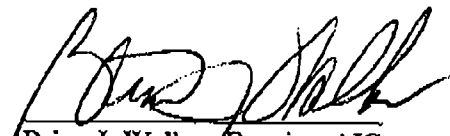
Attorney for Plaintiffs

Penn National Insurance
A/S/O John M. Campbell
AND
John M. Campbell
vs.
Werner Enterprises, et.al.

: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No: 04-1945-CD

PRE-TRIAL
MEMORANDUM

- A. On or about February 7, 2004 at or near I 80, West Sandy Township, Clearfield County, PA, Defendant Curtis Ellis acting on behalf of Defendant Werner Enterprises while operating a 2002 tractor trailer and Defendant Keith Warner while operating a 1993 Plymouth did negligently, carelessly and/or recklessly collide into one another resulting in Defendant Warner's vehicle striking/colliding into Plaintiff's 2000 Cadillac causing extensive damages to same.
- B. Motor vehicle code.
- C. John M. Campbell
- D. Property Damage and rental expenses in the amount of \$6,424.95 (see attached)


Brian J. Walker, Esquire, AIC
Hennessy & Walker

03/16/2004 at 02:12 PM
36939

Job Number: 357

CONDRIK OLDSMOBILE CADILLAC INC.
 License #:127029 Federal ID #:231626138
 HOURS: MONDAY - FRIDAY 8:00 A.M. - 5:00P.M.
 400 EAST PLANK ROAD
 ALTOONA, PA 16602
 (814)944-8184 Fax: (814)943-2975

ESTIMATE OF RECORD

Written By: ROBERT STEVER #190982 03/03/2004 02:57 PM
 Adjuster: SUSAN TEMPEST

Insured: JOHN CAMPBELL	Claim # 04334473
Owner: JOHN CAMPBELL	Policy # 120 0318972
Address: 135 FREDERICK ROAD	Deductible: \$200.00
ALTOONA, PA 16602	Date of Loss:
Day: (814)941-0718	Type of Loss: Collision
Other: (814)312-2087	Point of Impact: 4. Right Qtr Post

Inspect CONDRIK OLDSMOBILE CADILLAC INC. **Business:** (814)944-8184
Location: 400 EAST PLANK ROAD
 ALTOONA, PA 16602

Insurance PENN NATIONAL
Company:

Days to Repair

2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE
VIN: W06VR54R8YR007482 **Lic:** EPW0349 **PA Prod Date:** 09/1999 **Odometer:** 38234

Air Conditioning	Rear Defogger	Tilt Wheel
Cruise Control	Intermittent Wipers	Auto Level
Climate Control	Keyless Entry	Steering Wheel Controls
Body Side Moldings	Dual Mirrors	Traction Control
Fog Lamps	Clear Coat Paint	Power Steering
Power Brakes	Power Windows	Power Locks
Power Driver Seat	Power Mirrors	Power Trunk/Tailgate
AM Radio	FM Radio	Stereo
Cassette	Search/Seek	Anti-Lock Brakes (4)
Driver Air Bag	Passenger Air Bag	Front Side Impact Air Bag
4 Wheel Disc Brakes	Leather Seats	Bucket Seats
Automatic Transmission	Overdrive	Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#		ROUGH PULL AT QUARTER PANEL	1		1.0	
2		REAR BUMPER				
3		O/H rear bumper			2.2	
N 4	Repl	Bumper cover	1	447.46	Incl.	3.0
5		Add for Clear Coat				1.2
6		REAR LAMPS				
7	R&I	Tail lamp assy center			0.3	
8	R&I	RT Tail lamp assy outer			Incl.	
9	R&I	LT Tail lamp assy outer			0.3	
10	R&I	High mount lamp 2nd design			0.5	

03/16/2004 at 02:12 PM
36939

Job Number: 357

ESTIMATE OF RECORD
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
11		TRUNK LID				
12	Blnd	Trunk lid w/o sport pack				1.2
13	R&I	Finish panel champagne			0.5	
14	R&I	Trunk trim panel			0.3	
15		QUARTER PANEL				
N 16	Repl	RT Quarter panel	1	475.42	11.5	2.3
17		Add for Clear Coat				0.9
18		Deduct for Rear Bumper R&I			-1.5	
19	R&I	RT Belt molding			0.3	
20*	Rpr	RT Inner qtr panel			3.0	
21	Repl	RT Liner front	1	39.69	0.3	
22	Repl	RT Liner rear	1	41.24	0.3	
23		REAR DOOR				
24*	Rpr	RT Door shell			8.0	1.9
25		Overlap Major Adj. Panel				-0.4
26		Add for Clear Coat				0.3
27	R&I	RT Door w'strip lower rear			0.2	
28	R&I	RT Belt w'strip			0.7	
29	R&I	RT Body side mldg			0.4	
30*	R&I	RT Handle, outside			0.3	
31	R&I	RT R&I trim panel			0.5	
32#		CAR COVER	1	5.00 T	0.3	
33#		FLEX ADDITIVE	1	10.00 T		
34#	Repl	CORROSION PROTECTION	1	15.00 T	0.3	
35#		HAZARDOUS WASTE REMOVAL	1	3.50 T		
36#		SCREW FOR FRONT BUMPER	1	0.25	0.3	
37		FRONT DOOR				
38	Repl	LT Rear cover	1	52.00	0.2	0.5
39		Overlap Minor Panel				-0.2
40		Add for Clear Coat				0.1
41		OTHER CHARGES				
42#		Towing	1	347.50		
Subtotals ==>				1437.06	30.2	10.8

Line 4 : YERTY 550.00 FOR LKQ
 STOYSTOWN 500.00 FOR LKQ
 Line 16 : LKQ YERTY 375.00
 LKQ STOYSTOWN 400.00

Estimate Notes:

NO LKQ AVAIL AT MUELLERS TODD 946-1295
 LKQ AVAIL AT YERTY 695-8079 BUT NOT COST EFFECTIVE ROD
 LKQ AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE TERRY

03/16/2004 at 02:12 PM
36939

Job Number: 357

ESTIMATE OF RECORD
2000 CADILLAC CATERA 6-3.0L-FI 4D SED BEIGE

Parts		1056.06
Parts Discount	\$ 1055.81 -10.0%	-105.58
Body Labor	30.2 hrs @ \$ 38.00/hr	1147.60
Paint Labor	10.8 hrs @ \$ 38.00/hr	410.40
Paint Supplies	10.8 hrs @ \$ 19.00/hr	205.20
Sublet/Misc.		33.50
Other Charges		347.50

SUBTOTAL		\$ 3094.68
Sales Tax	\$ 2747.18 @ 6.0000%	164.83

GRAND TOTAL		\$ 3259.51
ADJUSTMENTS:		
Deductible		200.00

CUSTOMER PAY		\$ 200.00
INSURANCE PAY		\$ 3059.51

03/26/2004 at 03:03 PM
36939

Job Number: 357

CONDRIN OLDSMOBILE CADILLAC INC.

License #:127029 Federal ID #:231626138
 HOURS: MONDAY - FRIDAY 8:00 A.M. - 5:00P.M.
 400 EAST PLANK ROAD
 ALTOONA, PA 16602
 (814)944-8184 Fax: (814)943-2975

SUPPLEMENT OF RECORD 1 WITH SUMMARY

Written By: ROBERT STEVER #190982 03/26/2004 03:02 PM
 Adjuster: SUSAN TEMPEST

Insured: JOHN CAMPBELL
 Owner: JOHN CAMPBELL
 Address: 135 FREDERICK ROAD
 ALTOONA, PA 16602
 Day: (814)941-0718
 Other: (814)312-2087

Claim #04334473
 Policy #120 0318972
 Deductible: \$200.00
 Date of Loss:
 Type of Loss: Collision
 Point of Impact: 4. Right Qtr Post

Inspect CONDRIN OLDSMOBILE CADILLAC INC.
 Location: 400 EAST PLANK ROAD
 ALTOONA, PA 16602

Business: (814)944-8184

Insurance PENN NATIONAL
 Company:

Days to Repair

2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:
 VIN: W06VR54R8YR007482 Lic: EPW0349 PA Prod Date: 09/1999 Odometer: 38234
 Air Conditioning Rear Defogger Tilt Wheel
 Cruise Control Intermittent Wipers Auto Level
 Climate Control Keyless Entry Steering Wheel Controls
 Body Side Moldings Dual Mirrors Traction Control
 Fog Lamps Clear Coat Paint Power Steering
 Power Brakes Power Windows Power Locks
 Power Driver Seat Power Mirrors Power Trunk/Tailgate
 AM Radio FM Radio Stereo
 Cassette Search/Seek Anti-Lock Brakes (4)
 Driver Air Bag Passenger Air Bag Front Side Impact Air Bag
 4 Wheel Disc Brakes Leather Seats Bucket Seats
 Automatic Transmission Overdrive Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1#		ROUGH PULL AT QUARTER PANEL	1			1.0	
2		REAR BUMPER					
3		O/H rear bumper				2.2	
N 4	Repl	Bumper cover	1	447.46	Incl.		3.0
5		Add for Clear Coat					1.2
6	S01	Repl Center support	1	109.83	Incl.		
7*	S01	Repl RT Bumper cover nut	4	15.20	Incl.		
8*	S01	Repl RT Pin retainer	1	4.02	Incl.		
9*	S01	Repl RT Bumper cover cap	4	19.40	Incl.		
10:		REAR LAMPS					

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
11	R&I	Tail lamp assy center				0.3	
12	R&I	RT Tail lamp assy outer				Incl.	
13	R&I	LT Tail lamp assy outer				0.3	
14	R&I	High mount lamp 2nd design				0.5	
15		TRUNK LID					
16	Blnd	Trunk lid w/o sport pack					1.2
17	R&I	Finish panel champagne				0.5	
18	R&I	Trunk trim panel				0.3	
19		QUARTER PANEL					
N 20	Repl	RT Quarter panel	1	475.42		11.5	2.3
21		Add for Clear Coat					0.9
22		Deduct for Rear Bumper R&I				-1.5	
23	R&I	RT Belt molding				0.3	
24*	Rpr	RT Inner qtr panel				3.0	
25	Repl	RT Liner front	1	39.69		0.3	
26	Repl	RT Liner rear	1	41.24		0.3	
27* S01	Rpr	RT Outer wheelhouse				3.0	0.3
28		REAR DOOR					
29*	Rpr	RT Door shell				8.0	1.9
30		Overlap Major Adj. Panel					-0.4
31		Add for Clear Coat					0.3
32	R&I	RT Door w'strip lower rear				0.2	
33	R&I	RT Belt w'strip				0.7	
34	R&I	RT Body side mldg				0.4	
35* S01	Rpr	RT Body side mldg				1.0	0.5
36 S01		Add for Clear Coat					0.1
37# S01		CLEAN AND RETAPE MLDG.	1	2.00		0.2	
38*	R&I	RT Handle, outside				0.3	
39	R&I	RT R&I trim panel				0.5	
40#		CAR COVER	1	5.00	T	0.3	
41#		FLEX ADDITIVE	1	10.00	T		
42#	Repl	CORROSION PROTECTION	1	15.00	T	0.3	
43#		HAZARDOUS WASTE REMOVAL	1	3.50	T		
44#		SCREW FOR FRONT BUMPER	1	0.25		0.3	
45 S01	Repl	RT Bezel	1	14.65			
46		FRONT DOOR					
47* S01	Repl	LT Rear cover	1	55.97		0.2	0.5
48		Overlap Minor Panel					-0.2
49		Add for Clear Coat					0.1
50 S01		REAR BODY & FLOOR					
51* S01	Rpr	Rear body panel				2.0	1.2
52 S01		Overlap Major Adj. Panel					-0.4
53 S01		Add for Clear Coat					0.2
54 S01		REAR SUSPENSION					
55 S01	Repl	RT Lower cntrl arm	1	931.63	m	3.0	
56 S01	Repl	LT Lower cntrl arm	1	931.63	m	3.0	
57# S01	Repl	RT BEARING	1	70.14		0.4	
58# S01	Repl	LT BEARING	1	70.14		0.4	

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
 2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
59#	S01	Subl 4 WHEEL ALIGNMENT	1	59.95	T		
60	S01	FRONT SUSPENSION					
N 61*	S01	Rpr Susp crossmember				s	1.0
62	S01	BACK GLASS					
63	S01	Repl Upper molding	1	39.78	Incl.		
N 64#	S01	overnight charges for bearings	1	14.50			
65		OTHER CHARGES					
66#		Towing	1	347.50			
Subtotals ==>				3723.90		44.2	12.7

Line 4 : YERTY 550.00 FOR LKQ
 STOYSTOWN 500.00 FOR LKQ

Line 20 : LKQ YERTY 375.00
 LKQ STOYSTOWN 400.00

Line 61 : FRONT CROSSMEMBER SHIFTED, WOULD NOT ALIGN.
 HAD TO LOOSEN CROSSMEMBER AND SHIFT.
 VEHICLE WENT OFF ROAD DURING IMPACT.

Line 64 : HAD TO OVERNIGHT THE BEARINGS SO THE VEHICLE WOULD NOT HAVE
 TO STAY ANOTHER WEEKEND.

Estimate Notes:

NO LKQ AVAIL AT MUELLERS TODD 946-1295

LKQ AVAIL AT YERTY 695-8079 BUT NOT COST EFFECTIVE ROD

LKQ AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE TERRY

Parts		3282.95
Parts Discount	\$ 3125.92 -10.0%	-312.59
Body Labor	44.2 hrs @ \$ 38.00/hr	1679.60
Paint Labor	12.7 hrs @ \$ 38.00/hr	482.60
Paint Supplies	12.7 hrs @ \$ 19.00/hr	241.30
Sublet/Misc.		93.45
Other Charges		347.50

SUBTOTAL	\$ 5814.81
Sales Tax	\$ 5467.31 @ 6.0000% 328.04

GRAND TOTAL \$ 6142.85

ADJUSTMENTS:

Deductible 200.00

CUSTOMER PAY \$ 200.00
 INSURANCE PAY \$ 5942.85

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2000 CADILLAC CATERA 6-3.0L-FI 4D SED BEIGE Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
----- CHANGED ITEMS -----						
37		Repl LT Rear cover	1	-52.00	-0.2	-0.5
47*	S01	Repl LT Rear cover	1	55.97	0.2	0.5
----- ADDED ITEMS -----						
6	S01	Repl Center support	1	109.83	Incl.	
7*	S01	Repl RT Bumper cover nut	4	15.20	Incl.	
8*	S01	Repl RT Pin retainer	1	4.02	Incl.	
9*	S01	Repl RT Bumper cover cap	4	19.40	Incl.	
27*	S01	Rpr RT Outer wheelhouse			3.0	0.3
35*	S01	Rpr RT Body side mldg			1.0	0.5
36	S01	Add for Clear Coat				0.1
37#	S01	CLEAN AND RETAPE MLDG.	1	2.00	0.2	
45	S01	Repl RT Bezel	1	14.65		
50	S01	REAR BODY & FLOOR				
51*	S01	Rpr Rear body panel			2.0	1.2
52	S01	Overlap Major Adj. Panel				-0.4
53	S01	Add for Clear Coat				0.2
54	S01	REAR SUSPENSION				
55	S01	Repl RT Lower cntrl arm	1	931.63 m	3.0	
56	S01	Repl LT Lower cntrl arm	1	931.63 m	3.0	
57#	S01	Repl RT BEARING	1	70.14	0.4	
58#	S01	Repl LT BEARING	1	70.14	0.4	
59#	S01	Subl 4 WHEEL ALIGNMENT	1	59.95 T		
60	S01	FRONT SUSPENSION				
N 61*	S01	Rpr Susp crossmember			s 1.0	
62	S01	BACK GLASS				
63	S01	Repl Upper molding	1	39.78	Incl.	
N 64#	S01	overnight charges for bearings	1	14.50		
Subtotals ==>				2286.84	14.0	1.9

Line 61 : FRONT CROSSMEMBER SHIFTED, WOULD NOT ALIGN.
HAD TO LOOSEN CROSSMEMBER AND SHIFT.
VEHICLE WENT OFF ROAD DURING IMPACT.

Line 64 : HAD TO OVERNIGHT THE BEARINGS SO THE VEHICLE WOULD NOT HAVE
TO STAY ANOTHER WEEKEND.

Estimate Notes:

NO LKQ AVAIL AT MUELLERS TODD 946-1295
LKQ AVAIL AT YERTY 695-8079 BUT NOT COST EFFECTIVE ROD
LKQ AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE TERRY

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:

Parts		2226.89
Parts Discount	\$ 2070.11 -10.0%	-207.01
Body Labor	14.0 hrs @ \$ 38.00/hr	532.00
Paint Labor	1.9 hrs @ \$ 38.00/hr	72.20
Paint Supplies	1.9 hrs @ \$ 19.00/hr	36.10
Sublet/Misc.		59.95

SUBTOTAL	\$ 2720.13
Sales Tax	\$ 2720.13 @ 6.0000% 163.21

TOTAL SUPPLEMENT AMOUNT	\$ 2883.34
-------------------------	------------

NET COST OF SUPPLEMENT	\$ 2883.34
------------------------	------------

Estimate	3259.51	ROBERT STEVER
Supplement S1	2883.34	ROBERT STEVER

Job Total	\$ 6142.85
-----------	------------

CUSTOMER PAY \$	200.00
INSURANCE PAY \$	5942.85



Cadillac



SUBARU

400 EAST PLANK ROAD • ALTOONA, PENNSYLVANIA 16602 • 814-944-8185 • 800-228-3428 • FAX 814-944-9821 • www.condriin Subaru.com

POD 19798	VIN W06VR54R8YR007482			JOHN CAMPBELL	DATE 02/09/04
YEAR 2000	MAKE CADILLAC	MODEL CATERA	COLOR TAN	135 FREDERICK RD	TIME 12:23
MILES 38522	BLACKOUT 20000	FIRST USE 00/00/00	USE	ALTOONA PA 16602	DATE 03/26/04
SEE ALSO				TEL (814) 941-0718 FAX (814) 312-2087	PRICE 8648
				TARA	

(1) BODY-BODY REPAIRS

REPAIR PER ESTIMATE FRONT END AND UNDERA
RRRIAGE
CELL PHONE# 312-2087

Labor	C	
9131963	FASCIA	1 1604.10
24445685	PANEL	1 447.46
90460710	PANEL	1 39.69
9173174	LINER	1 41.24
9144963	COVER	1 55.97
24403393	CAP	4 19.40
90431553	RETAINER	1 4.02
90087290	RETAINER	4 15.20
8CREW FRT RMP	MATERIALS	1 .25
90460339	MOLDING	1 39.78
FREIGHT	OVERNIGHT	1 14.50
90363767	HEEL	1 14.65
90576515	ARM	1 931.63
90468288	ARM	1 931.63
90510542	BEARING	2 140.28
9131964	ABSORBER	1 109.83
ZIMMERMAN 19798	TOWING	347.50
FISHER AUT 19798	PRESS WORK	37.50
Total Labor		1604.10
Total Parts		3280.95
Total Sublet		385.00
Total Repair (Customer)		5270.05

(57-1102 WAYNE-)

(2) BODY-PAINT REPAIRS

REFINISH PER ESTIMATE

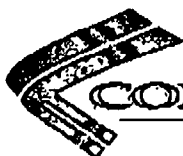
Labor	C	
CLEAN&RETAPE MIMATERIALS	1	2.00
CAR COVER MATERIALS	1	5.00
FLEX ADDITIVE MATERIALS	1	10.00
CORROSION PROTE MATERIALS	1	15.00
HAZ MAT MATERIALS	1	3.50
Total Labor		444.60
Total Parts		35.50
Total Repair (Customer)		480.10

(67-5305 ROBERT-)

DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.		TERMS No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.		V/S INIS CUSTOMER	
Page 1 of 2 Reprint (1)		19798 Job 19798 Customer Copy			



Cadillac



CONDRIIN

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NO 19798	VIN W 0 6 V R 5 4 R 8 Y R 0 0 7 4 8 2	NAME JOHN CAMPBELL		DATE IN 02/09/04
YEAR 2000	MAKE CADILLAC	MODEL CATERA	COLOR TAN	TIME IN 12:23
MILES IN 38522	MILES OUT 20000	TEST USE 00/00/00	USE	CLOSED 03/26/04
SEE ALSO	RES (814) 941-0718 ^{RE} (814) 312-2087			WORKER TARA

(3) BODY-PAINT REPAIRS

BUFF WORK

(82-0567 JAMEY-)

Labor	C	38.00	
Total Labor			38.00
Total Repair (Customer)			38.00

(4) (4) WHEEL ALIGNMENT

INSPECT TIRES/ADJUST TIRE PRESSURES

COMPUTERIZED ALIGNMENT

(94-2019 RICKY-)

Labor	A	97.95	
Total Labor			97.95
Total Repair (Customer)			97.95

Parts Charges Discounted 312.59



CONDRIIN

DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.		TERMS No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.	W/O 	INT 	CUSTOMER <table> <tr> <td>Labor</td> <td>2184.65</td> </tr> <tr> <td>Parts</td> <td>3316.45</td> </tr> <tr> <td>Sublet</td> <td>385.00</td> </tr> <tr> <td>Paint/Mat.</td> <td>241.30</td> </tr> <tr> <td>Oil/Grease</td> <td>.00</td> </tr> <tr> <td>Less Disc.</td> <td>-312.59</td> </tr> <tr> <td>Total</td> <td>5814.81</td> </tr> <tr> <td>Tax</td> <td>328.04</td> </tr> <tr> <td>Total (Cash)</td> <td>6142.85</td> </tr> </table>	Labor	2184.65	Parts	3316.45	Sublet	385.00	Paint/Mat.	241.30	Oil/Grease	.00	Less Disc.	-312.59	Total	5814.81	Tax	328.04	Total (Cash)	6142.85
Labor	2184.65																						
Parts	3316.45																						
Sublet	385.00																						
Paint/Mat.	241.30																						
Oil/Grease	.00																						
Less Disc.	-312.59																						
Total	5814.81																						
Tax	328.04																						
Total (Cash)	6142.85																						
Page 2 of 2 Job 19798 Reprint (1)																							
19798 Customer Copy																							

02/12/2004 16:55 FAX 8142396088

HOME PRIDE

002

HERTZ - DUBOIS HERTZ SYSTEM LICENSEE 814-328-5204
 DUBOIS JEFFERSON COUNTY APT. RD 2 BOX 90 B, REYNOLDSVILLE, PA 15851
 RENTAL : 02/07/04 11.00 REYNOLDSVILLE 94569-11 RT
 RETURN : 02/09/04 08.45 ALTOONA 94510-10

CAMPBELL JOHN

CDP: 99 DAYS 2 (T) \$ 231.98
 EX HOURS 0.0 (T) \$ 0.00

OWN/VEH: 94565/0449488 2003 COROLLA 03 NLIC: DGB4897 VEH CLASS: C MI CHG (T) \$ 0.00

LDM DECLINED AT \$21.99 PER DAY MI IN: 18284 ADJUSTMENT \$ 0.00
 LIS NOT AVAIL AT \$12.95 PER DAY MI OUT: 18100
 PAI, PEC DECLINED AT \$ 5.50 PER DAY MI DRIVEN: 184
 FPO DECLINED - FUEL & SVC APPLIED SUBTOTAL (T) \$ 231.98
 \$.140 PER MI \$ 4.250 PER GL MI ALLOWED: 184 DISCOUNT 00% -\$ 0.00
 FUEL OUT: 8/8 FUEL IN: 8/9 MI CHARGED: 0 INTER CITY (T) \$ 0.00
 ACFR FEE (T) \$ 25.52

ADDITIONAL CHARGES:

PLAN IN: ICAH(T) \$ 115.99 / DAYS ADDL CHARGES \$ 0.00
 PLAN OUT: ICAH \$ 39.89 / EX HOUR *MISC \$ 0.00
 RATE CLASS: C \$ 0.00 / EX DAY
 \$ 0.00 / EX WEEK LIS (NT) \$ 0.00
 \$ 0.00 / MI PAI, PEC (NT) \$ 0.00

PA STATE TAX (NT) \$ 4.00

TAXABLE SUBTOTAL \$ 257.50
 TAX 8.000% \$ 20.60
 TOTAL CHARGES \$ 282.10

RENTAL FORM OF PAYMENT: MC XXXXXXXXXXXXX2238
 RETURN FORM OF PAYMENT: MC XXXXXXXXXXXXX2238

AUTH: 325.62/118856
 AUTH: 325.62/118856

DEPOSIT \$ 0.00
 CHARGED ON MC \$ 282.10

THANK YOU FOR RENTING FROM HERTZ

PREPARED BY: DBM COMPLETED BY: DCN
 STATEMENT OF CHARGES - NOT VALID FOR RENTAL
 DRB DATE : 02/11/04

RENTAL RECORD L 6623082-4

Payments and Recoveries for Claim 04334473
As of 08/22/2004

Claimant Name: JOHN M & KAREN M CAMPBELL		Coverage: AUTO PHYSICAL DAMAGE COLL		Loss Type: Collision	Adjuster: Susan Tempest
PAYMENT					
ISSUE DATE	ACTION	AMOUNT PAYEE	CHECK NUM	RESERVE TYPE	MONETARY TYPE
02/12/2004	PYMT	\$8.00 Pennsylvania State Police	1050000598	LOSS	Loss Payment
04/02/2004	PYMT	\$5,942.85 CONDRIK OLDS CADILLAC INC	1050003011	LOSS	Loss Payment
LOSS		<u>\$5,950.85</u>			
TOTAL PAYMENT		<u>\$5,950.85</u>			

FROM DATE	TO DATE	INVOICE NUM
		INS DRP

Payments and Recoveries for Claim 04334473
As of 09/22/2004

Claimant Name: JOHN M & KAREN M CAMPBELL		Coverage: RENTAL REIMB/EXTEND TRANSPORT		Loss Type: Rental Reimbursement	Adjuster: Susan Tempest
PAYMENT					
ISSUE DATE	ACTION	AMOUNT	PAYEE	CHECK NUM	RESERVE TYPE
04/05/2004	PYMT	\$282.10	JOHN M CAMPBELL	1050003103	LOSS
		<u>\$282.10</u>			
LOSS					
		<u>\$282.10</u>			
TOTAL PAYMENT					

FROM DATE	TO DATE	INVOICE NUM

MONETARY TYPE
Loss Payment



CA

MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
Additional offices in Hershey and Hollidaysburg

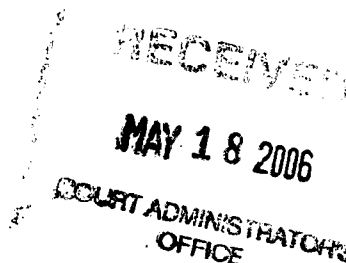
(814) 238-4926

FAX (814) 234-5620
www.mqblaw.com

May 17, 2006

Via Facsimile & Regular Mail

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



Re: Penn National Insurance Company A/S/O John M. Campbell v. Werner Enterprises and Keith B. Warner
Keith B. Warner v. Curtis Ellis, Werner Enterprises and John M. Campbell
Clearfield County No. 04-1945-C.D.

Dear Mr. Meholic:

Pursuant to Local Rule 1306A, I have attached our Pre-Arbitration Memorandum with regard to the above-captioned matter that is scheduled for a hearing on May 25, 2006 at 9:00 a.m.

Very truly yours,

McQUAIDE BLASKO

By:


Chena L. Glenn-Hart

CGH/nlc
Enclosures

cc: Judy Spencer (Claim No. 38-K379-427)
Brian J. Walker, Esquire - via facsimile & regular mail
Gary N. Stewart, Esquire - via facsimile & regular mail
Richard H. Milgrub, Esquire - via facsimile & regular mail
Frederick M. Neiswender, Esquire - via facsimile & regular mail
Linda C. Lewis, Esquire - via facsimile & regular mail
Gary N. Stewart, Esquire - via facsimile & regular mail

MCQUAIDE, BLASKO, FLEMING & FAULKNER, INC.

State College Office: John W. Blasko R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright
Paul J. Tomczuk Janine C. Gismondi John A. Snyder April C. Simpson Allen P. Neely Pamela A. Ruest Katherine V. Oliver Katherine M. Allen Wayne L. Mowery, Jr.
Chena L. Glenn-Hart Livinia N. Jones Cristin R. Long Matthew T. Rogers Frederick R. Battaglia Anthony A. Simon

Hershey Office: Grant H. Fleming Maureen A. Gallagher Michael J. Mohr Jonathan B. Stepanian Britt D. Russell

Hollidaysburg Office: Thomas M. Reese J. Benjamin Yeager Sean M. Burke Michael P. Routh

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

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

PENN NATIONAL INSURANCE CO.
A/S/O JOHN M. CAMPBELL,

Plaintiffs,

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

No. 04-1945-C.D.

RECEIVED

MAY 18 2006

COURT ADMINISTRATOR'S
OFFICE

KEITH B. WARNER,

Plaintiff,

v.

CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

Defendants.

No. 06-85-CD

PRE-ARBITRATION MEMORANDUM OF PLAINTIFF KEITH B. WARNER

A. Statement of the Case

On or about February 7, 2004, Plaintiff Keith Warner was the owner of a 1993 Plymouth Voyager which he was carefully and cautiously driving in a westerly direction on SR 80 approaching DuBois in Clearfield County, Pennsylvania in the right hand lane. At the same time, Defendant Curtis Ellis was operating a 2002 tractor trailer owned by Defendant Werner Enterprises also in a westerly direction on SR 80 in the left hand lane. As Defendant Ellis' tractor trailer passed Plaintiff, the tractor trailer suddenly and without warning swerved into the right lane directly into the path of Plaintiff's vehicle and striking the front end of Plaintiff's vehicle. As a result of the impact with Defendant Ellis' tractor trailer, Plaintiff's vehicle began

spinning out of control despite Plaintiff's efforts to bring it to a stop by applying his brakes. Plaintiff's vehicle had practically come to a complete stop on the left side of the interstate when Defendant Campbell's 2000 Cadillac collided with it. The chain of events described herein were initially caused by Defendant Ellis' negligent, careless and reckless operation of his tractor trailer and were concluded with the impact to Plaintiff Keith Warner's vehicle caused by Defendant Campbell's negligent, careless and reckless operation of his 2000 Cadillac. Plaintiff Keith Warner's 1993 Plymouth Voyage sustained extensive damage as a result of same.

B. Applicable Cases or Statutes

See generally the Pennsylvania Motor Vehicle Code and more specifically:

75 Pa.C.S.A. §3303 - Overtaking Vehicle on the Left
75 Pa.C.S.A. §3310 - Following too Closely
75 Pa.C.S.A. §3361 - Driving Vehicle at Safe Speed
75 Pa.C.S.A. §3714 - Careless Driving

C. Witnesses

1. Keith Warner;
2. Sonya Warner; and
3. Any witnesses listed in Pre-Arbitration Memorandum filed by opposing parties, as on cross examination.

D. Damages

Plaintiff Keith Warner's 1993 Plymouth Voyager was rendered a total loss as a result of the accident causing him to sustain damage in the amount of \$2,846.20, inclusive of towing and storage fees. Please see attached estimates and invoices.

Respectfully submitted,

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: _____



Chena L. Glenn-Hart
Attorney I.D. No. 82750
811 University Drive
State College, PA 16801
(814) 238-4926
Attorneys for Defendant
Keith B. Warner

Dated: May 17, 2006

STATE FARM MUTUAL INSURANCE COMPANY(R)
MEADVILLE SERVICE CENTER
11488 STATE HIGHWAY 98
MEADVILLE, PA 16335
SEE PHONE NUMBER BELOW

CD LOG NO 475 -0

02-11-04 2:45 PM

ESTIMATE

CLAIM INFORMATION

CLAIM # 38-K379-42701
COMPANY STATE FARM
FAX
INSURED WARNER, KEITH
CLAIMANT

POLICY #
CLAIM REP CLAIM REP, EXT 4130
WORK PH# (888) 713-4694
LOSS DATE 02-07-04
LOSS TYPE COLLISION

INSPECTION

TYPE FIELD
PRIMARY POI FRONT END RIGHT
APPRAISER NAME DEAN DUNWORTH
LICENSE # #138192
ADDRESS
CITY STATE
ZIP

SECOND POI RIGHT FRONT FENDER

INSP DATE 02-11-04
LOCATION ZIMMERMAN TOWING
CITY STATE FALLS CREEK PA

OWNER

WARNER, KEITH
400 4TH ST
NESCOPECK PA 18635-1035

WORK#
HOME#(570) 752-7434

REPAIR

CAR OUT 02-11-04
REPAIR 0 DAYS

VEHICLE

1993 PLYMOUTH VOYAGER GRAND SE 2 DR PASSENGER VAN
6CYL GASOLINE 3.3

OPTIONS

TWO-STAGE - EXTERIOR SURFACES
DRIVER SIDE AIR BAG
REAR WIPER

TWO-STAGE - INTERIOR SURFACES
ELEC REMOTE CONTROL MIRRORS
AUTOMATIC TRANS

BODY COLOR BLUE CC
CONDITION
LICENSE # ELX2669
LICENSE STATE PA

MILEAGE 146,937
VIN 1P4GH44RXPX537348
CODE 0661
VEH INSP #

REMARKS:

ESTIMATE WAS PREPARED BY DEAN DUNWORTH (ELECTRONIC SIGNATURE) #138192
IF YOU NEED ADDITIONALL INFORMATION PLEASE CONTACT YOUR CLAIM REP THANK YOU....
VEHICLE SUSTAINED SEVERE STRUCTURE DAMAGES UNABLE TO PUT IN PRE-ACCIDENT COND.

1993 PLYMOUTH VOYAGER GRAND SE 2 DR PASSENGER VAN
 CLAIM # 38-K379-42701 LOG 475 -0 02-11-04 2:45 PM
 QRP. CRISTINI'S SALVAGE .BOONE MOUNTAIN RD.BROCKPORT.PA.15823.@800672-7160

OP CODES:

* = USER-ENTERED VALUE	E = REPLACE OEM	NG = REPLACE NAGS
EC = ** QUALITY REPL PART	UC = RECOND PART	UM = REMAN/REBUILT PART
EU = QLTY RECYCLED PART	EP = ** QUALITY REPL PART	PC = RECOND PART
PM = REMAN/REBUILT PART	TE = PARTL REPL PRICE	ET = PARTL REPL LABOR
IT = PARTIAL REPAIR	I = REPAIR	L = REFINISH
BR = BLEND REFINISH	TT = TWO-TONE	CG = CHIPGUARD
SB = SUBLET	N = ADDITIONAL OPERATION	RI = R&I ASSEMBLY
P = CHECK	RP = RP-RELATED PRIOR	UP = UP-UNRELATED PRIOR

OP	GDE	MC	DESCRIPTION	MFR.PART NO.	PRICE	AJ%	B%	HOURS	R
EU	0536	07	SECTION,FRONT BODY	RT QLTY RECYCLED PAR	1,500.00*	+25		28.9	1
L	0536		SECTION,FRONT BODY	RT REFINISH				10.9	4
			8.6 SURFACE						
			0.6 TWO-STAGE SETUP						
			1.7 TWO-STAGE						
N	0973		HEADLAMPS AIM	ADDITIONAL OPERAT				0.5	1
N	0762		A/C EVAC RECHRG & RCV	ADDITIONAL OPERAT				1.9	2
N	0994		SUSP ALIGN,4 WHEEL	ADDITIONAL OPERAT				2.0	2
EU	0680		SUSP ASSEMBLY,FRONT	RT QLTY RECYCLED PAR	225.00*	+25		1.4	2
E	0288	01	MLDG,FRONT DOOR SID	RT 5014972AA	78.25			0.4	1
E	0478	01	MLDG,SLIDING DR SID	RT HU52MD8	111.00			0.3	1
SB	M03		TIRE REMOVAL FEE	SUBLET	1.00*				4
			>>NO BETTERMENT NEW.						
N	M14		CORROSION PROTECTION	ADDITIONAL OPERAT				0.5*	4
N	M17		COVER CAR EXTERIOR	ADDITIONAL OPERAT	3.00*				
N	M20		ANTI-FREEZE-COOLANT	ADDITIONAL OPERAT	4.00*			0.0*	1
N	M21		REFRIGERANT	ADDITIONAL OPERAT	22.00*			0.0*	1
N	M22		TIRE-RIGHT FRONT,BALAN	ADDITIONAL OPERAT	65.00*			0.1*	1
			>>KERLE TIRE 814-226-6657, GREENVILLE PIKE CLARION PA 16214						
I	M58		CLEAN FOR DELIVERY	REPAIR				0.2*	1
N	M60		HAZARDOUS WASTE REMOVA	ADDITIONAL OPERAT	4.00*			0.0*	1
N	M66		COLOR SAND AND BUFF	ADDITIONAL OPERAT				1.0*	4
SB			TIRE TAX	SUBLET	1.00*				1
N			CUT & TRIM,INSPECTQRP	ADDITIONAL OPERAT	0.00*			2.0*	1*

19 ITEMS

MC MESSAGE

01 CALL DEALER FOR EXACT PART # / PRICE

07 STRUCTURAL PART AS IDENTIFIED BY I-CAR

FINAL CALCULATIONS & ENTRIES

PARTS

GROSS PARTS

\$ 189.25

OTHER PARTS

\$ 1,823.00

1993 PLYMOUTH VOYAGER GRAND SE 2 DR PASSENGER VAN
 CLAIM # 38-K379-42701 LOG 475 -0
 PAINT MATERIAL

02-11-04 2:45 PM

\$ 223.20

ADJUSTMENTS DISCOUNT MARKUP
 LINE ITEMS \$ 431.25
 PARTS TOTAL \$ 2,666.70
 TAX ON PARTS & MATERIAL @ 6.000% \$ 160.00

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	\$ 36.00	29.6	2.8	\$ 1,166.40
2-MECH/ELEC	\$ 36.00	1.4	3.9	\$ 190.80
3-FRAME	\$ 40.00			
4-REFINISH	\$ 36.00	10.9	1.5	\$ 446.40
5-PAINT	\$ 18.00			

LABOR TOTAL \$ 1,803.60
 TAX ON LABOR @ 6.000% \$ 108.22
 SUBLET REPAIRS \$ 2.00
 TOWING \$ 120.00
 STORAGE \$ 15.00

GROSS TOTAL \$ 4,875.52
 LESS: DEDUCTIBLE \$ 500.00-

NET TOTAL \$ 4,375.52

UNRELATED PRIOR DAMAGE

OP GDE	DESCRIPTION	MFR.PART NO.	PRICE	HOURS	R
UP	NONE	UP-UNRELATED PRIO	0.00*		1
	UNRELATED PRIOR DAMAGE PARTS TOTAL	\$	0.00		
	UNRELATED PRIOR DAMAGE LABOR TOTAL	\$	0.00		

PXN NO

ADP PENPRO W0405 ES LOG475 -0 02-11-04 14:55:14 REL 4.05 SW12/03 DT01/04
 (C) 1993 - 2003 ADP CLAIMS SOLUTIONS GROUP, INC.

2.3 HRS WERE ADDED TO THIS EST. BASED ON ADP'S TWO-STAGE REFINISH FORMULA.

1993 PLYMOUTH VOYAGER GRAND SE 2 DR PASSENGER VAN
CLAIM # 38-K379-42701

LOG 475 -0

02-11-04 2:45 PM

ESTIMATE SUMMARY PAGE
DEAN DUNWORTH

GROSS TOTAL

\$ 4,875.52

LESS: DEDUCTIBLE

\$ 500.00-

NET TOTAL

\$ 4,375.52

ADP PENPRO W0405 ES LOG475 -0 02-11-04 14:55:14 REL 4.05 SW12/03 DT01/04

(C) 1993 - 2003 ADP CLAIMS SOLUTIONS GROUP, INC.

YOU ARE UNDER NO REQUIREMENT TO USE ANY SPECIFIED REPAIR SHOP.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE OR DEFRAUD ANY INSURER
FILES AN APPLICATION OR CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING
INFORMATION, UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS
AND PAYMENT OF A FINE OF UP TO \$15,000.

FAILING TO PRESENT THIS ESTIMATE TO THE REPAIRING FACILITY BEFORE A REPAIR MAY
RESULT IN ADDITIONAL EXPENSE TO YOU.

COPY OF THE FORM(S) WAS SENT/GIVEN TO THE CONSUMER ON:_____.

02/12/04 11:25
Via: MULTIPLE

ADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330 ADP

Page 1
Version: 2

ADMINISTRATIVE DATA

Dean Dunworth
State Farm Insurance
Meadville Branch
11488 State Highway 98
Meadville PA 16335-7318

Claimant:
Insured: WARNER, KEITH
Claim: 38-K379-42701
Loss Date: 02/07/04
Loss Type: COLLISION
Policy: NONE
Other:

Claim Rep Name: Claim Rep, Ext 4130
Appraiser License: #138192
Owner Name: WARNER, KEITH
Owner Address: 400 4TH ST
Owner City: NESCOPECK
Owner State: PA
Owner Zip: 186351035
Deductible: 500



38-K379-427 DF

VALUATION SUMMARY

93 PLYMOUTH VOYAGER GRAND SE 2WD PASSENGER VAN

	N.A.D.A. Retail (See N.A.D.A. Value Section)	ADP/AUTOSOURCE (See Valuation Detail Section)	AUTOSOURCE/ N.A.D.A. Average
Base Price	\$2,875	\$1,830	\$2,353
Engine			
Transmission			
Odometer	-600	-140	-370
Equipment	0	75	38
Value Before All Other Adjustments	\$2,275	\$1,765	\$2,020
Value Before Condition Adjustments		\$1,765	\$2,020
Suggested Total Condition Adjustments		500	500
Total Condition Adjusted Market Value		\$2,265	\$2,520

PA 3/11 150780

Applicable Tax: 6.000% \$151.20

Title Fee: _____

Transfer Fee: 55.00

Deductible: 500.00

WARNING: The market value displayed
may not reflect the activity detected
by VINSOURCE and/or NICB research.

02/12/04 11:25

Via: MULTIPLE

ADP/AUTOSOURCE INSTANT VALUATION

Request Number: 12339330

ADP

Page 2

Version: 2

VALUATION SUMMARY (CONTINUED)Please contact client services at
1-800-35NET ADJUSTED VALUE: 2226.20

Salvage/Other: _____

VINSOURCE ANALYSIS

VIN: 1P4GH44RXPX537348

Decodes as: 1993 Plymouth Voyager Grand SE 2WD Passenger Van

Accuracy: DECODES CORRECTLY

History: ACTIVITY WAS REPORTED

ADP/AUTOSOURCE TOTAL LOSS ACTIVITY: (NONE)

AUTOTRAK TOTAL LOSS ACTIVITY: (NONE)

AUDATEX ESTIMATE ACTIVITY: Reported by STATE FARM - BLOOMSBURG on October
11, 1996. Claim #: 38-7201-57401. DOL: 08/31/96. Point of Impact: LEFT
FRONT SIDE.

SALES HISTORY ACTIVITY: (NONE)

N.A.D.A. VALUE

**93 PLYMOUTH VOYAGER GRAND SE 2WD PASSE

**N.A.D.A. Vehicle Description: 1993 PLYM GRAND VOYAGER VAN GRAND VOYAGER SE

N.A.D.A. values are as of February, 2004 from the Official Older Used Car
Guide, National Edition.

BASE RETAIL VALUE

ENGINE: 6cyl Gasoline 3.3

TRANSMISSION: 4 Speed Automatic

2875

0

0

EQUIPMENT:

Equipment Subtotal

Mileage: 146,937

0

-600

Adjusted Totals

2275This fully adjusted current N.A.D.A. value is furnished under license from
NADASC. Clean condition is assumed.

02/12/04 11:25

Via: MULTIPLE

ADP/AUTOSOURCE INSTANT VALUATION

Request Number: 12339330

ADP

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VALUATION DETAIL

93 PLYMOUTH VOYAGER GRAND SE 2WD PASSE

The TYPICAL VEHICLE represents the average mileage, condition, equipment level and estimated selling price of a vehicle of the same year, make, model, doors, edition, body and fuel type as the LOSS VEHICLE and is representative of the market area.

	Typical Vehicle	Loss Vehicle	Adjustments

VEHICLE DESCRIPTION			
City	Nescopeck	Nescopeck	
Price	\$1,830		
Year	1993	1993	\$1,830
Make	Plymouth	Plymouth	
Model	Voyager	Voyager	
Edition	Grand SE	Grand SE	
Door	2D	2D	
Body	Passenger Van	Passenger Van	
Drive	2WD	2WD	
Size	Not Applicable	Not Applicable	
Engine	6cyl Gasoline 3.3	6cyl Gasoline 3.3	0
Transmission	4 Speed Automatic	4 Speed Automatic	0
Color	Not Applicable	Not Specified	
Odometer	138,856 Mi (typical)	146,937 Mi (actual)	-140
EQUIPMENT			
CONVENIENCE OPTIO			
	Air Conditioning	Air Conditioning	
	Rem Trunk-L/Gate Releas	Rem Trunk-L/Gate Releas	
	Rear Window Defroster	Rear Window Defroster	
	Cruise Control	Cruise Control	
	Tilt Steering Wheel	Tilt Steering Wheel	
OTHER OPTIONAL EQ			
	Intermittent Wipers	Intermittent Wipers	50
	Rear Window Wiper/Washe	Rear Window Wiper/Washe	40
	Airbag Restraint	Airbag Restraint	
	Luggage Rack		-15
	Tinted Glass	Tinted Glass	
POWER ACCESSORIES			
	Digital Clock	Digital Clock	
	Power Steering	Power Steering	
	Power Door Locks	Power Door Locks	
	Power Brakes	Power Brakes	
	Power Mirrors	Power Mirrors	
	Power Windows	Power Windows	
RADIO/PHONE/ALARM			
	AM/FM Stereo Tape	AM/FM Stereo Tape	
SEAT OPTIONS			
	7 Passenger Seating	7 Passenger Seating	
	Velour/Cloth Seats	Velour/Cloth Seats	
Value Before Condition Adjustments:			\$1,765
INTERIOR			
Seats	Minor Wear	Average	
Carpets	Minor Wear	Minor Wear	
Dash	Minor Damage	Minor Damage	

02/12/04 11:25
Via: MULTIPLE

ADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330

ADP

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Version: 2

VALUATION DETAIL (CONTINUED)

93 PLYMOUTH VOYAGER GRAND SE 2WD PASSE

	Typical Vehicle	Loss Vehicle	Adjustments
Glass	Good	Good	
Headliner	Good	Good	
EXTERIOR			
Body	Minor Damage	Good	45
Paint	Moderate Damage	Good	95
Trim	Minor Damage	Minor Damage	
MECHANICAL			
Engine	Minor Wear	New Or Rebuilt	230
Transmission	Minor Wear	Minor Wear	
TIRES			
Front Tires	Good (30-79% Of Tread)	New (80-100% Of Tread)	65
Rear Tires	Good (30-79% Of Tread)	New (80-100% Of Tread)	65

Total Condition Adjusted Market Value: \$2,265

Applicable Tax: * 6.000% \$135.90

Title Fee: _____

Transfer Fee: _____

Deductible: - _____

NET ADJUSTED VALUE: _____

Salvage/Other: _____

WARNING: The market value displayed
may not reflect the activity detected
by VINSOURCE and/or NICB research.
Please contact client services at
1-800-351-3133 for review.

* Special tax calculation rules apply to vehicle sales in this jurisdiction
(such as limits, caps, exemptions, etc.)

02/12/04 11:25
Via: MULTIPLE

ADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330 ADP

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Version: 2

TYPICAL CONDITION STATEMENT

1993 Plymouth Voyager Grand SE 2WD Passenger Van
Odometer, equipment, trim level and condition must all be considered carefully on this vehicle. The average miles driven for this vehicle are 138,856. The expected vehicle condition would be as follows:

Component	Description of Typical Condition
INTERIOR	
Seats	Minor Wear Stains. Seams worn/frayed/strained. 1-3 burn marks/holes.
Carpets	Minor Wear Stains. 1-3 burn marks/holes. Light fading. Wear under pedals.
Dash	Minor Damage Discoloring/scratches/small cracks. 1-2 knobs/switches gone.
Glass	Good No damage. 1-3 small pits. Light scratches on close inspection
Headliner	Good No damage/fading/discoloring/tears. Soil removes with detail.
EXTERIOR	
Body	Minor Damage Multiple dings. Small non-collision dents. Surface rust.
Paint	Moderate Damage Oxidized. Extensive fading. Multiple scrapes. Poor repaint.
Trim	Minor Damage Numerous cracks/dents/scrapes. Cracked lens cover. No emblems.
MECHANICAL	
Engine	Minor Wear Belt/accessories show wear/corrosion. Minor oil/fluid leaks.
Transmission	Minor Wear Minor fluid leaks. Maintenance may not have been performed.
TIRES	
Front Tires	Good (30-79% of tread) Tires are in good condition. 30-79% of tread remains.
Rear Tires	Good (30-79% of tread) Tires are in good condition. 30-79% of tread remains.

Having a clean, well maintained vehicle will add to its market value. Prior body damage, rust, extensive interior damage or mechanical problems will all decrease the market value of this vehicle.

VALUATION NOTES

93 PLYMOUTH VOYAGER GRAND SE 2WD PASSE

Client Entered Comments

- IF YOU NEED ADDITIONAL INFORMATION PLEASE CONTACT YOUR CLAIM REP THANK YOU.

02/12/04 11:25

ADP/AUTOSOURCE INSTANT VALUATION

Page 6

Via: MULTIPLE

Request Number: 12339330

ADP

Version: 2

- COLOR-DARK BLUE,
 - MILEAGE 146,937
 - VEHICLE LOCATION @ ZIMMERMAN TOWING RT 219.NORTH OF I80 FALLS CREEK PA 15801 (814) 371-4712 .
 - TOWING \$120.00 STORAGE CHARGES \$15.00 PER DAY FROM DOL 02-07-04
.....
 - IMPACT POINTS RIGHT FRONT -PRIMARY & LEFT REAR SECONDARY.....
 - NO PERMISSION OBTAINED TO MOVE SALVAGE.
 - STOP STICKER AFFIXED IN WINDOW
- Adjustments of Special Note
- An adjustment of \$50 was made for the reported aftermarket RUNNING BOARDS. The date of purchase was not provided.
 - Autosource has revalued the loss vehicle with revised conditions, as reported by Marshall Billig on 02/12/04.
- Information Provided By State Farm Insurance
- Loss Vehicle description was provided by State Farm Insurance.
 - All values are in U.S. dollars.
 - LOSS VEHICLE was reported to have AFTERMARKET RUNNING BOARDS.
- ADP/AUTOSOURCE Production Steps
- Over 2,000,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
 - The originating search area for this valuation was Nescopeck, Pennsylvania.
 - The VIN decoded correctly.
 - The tax was calculated based on a date of loss of 02/07/2004 using zip 18635, in Nescopeck, Pennsylvania. (The city may vary from search area to reflect correct tax location.)
- Other Adjustments or Comments

This report contains proprietary information of ADP and shall not be disclosed to any third party (other than the insured or claimant) without ADP's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINSOURCE/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

DAVIS AUTO SALVAGE AUCTION
ROUTE 22 WEST PO BOX 479
EBENSBURG PA 15931
814-472-5392

SELLER : 657 STATE FARM MUTUAL INS. CO
CTLU UNIT PO BOX 122
CONCORDSVILLE PA 19331

STOCK NUMBER: 849 CHECK #.: 64799 SALE DATE: 07/07/2004
PICKUP DATE.: 02/18/2004 CHK DATE: 07/07/2004 ACV.....: 2290

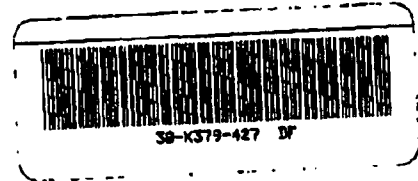
ADJUSTER.....: B. LEWIS-ANDERSON
CLAIM NUMBER.: 38-K379-427-01
DATE OF LOSS.: 02/07/2004
POLICY HOLDER: KEITH WARNER

TOWING : 120.00
STORAGE : 180.00
MISC : 0.00
PICKUP FEE: 70.00

TOTAL ADVANCE CHARGES: 370.00 (PREPAID)

BID AMOUNT: 275.00
SELLER FEE: 25.00
TITLE FEE.: 0.00
EXPENSE...: 0.00

SALE PROCEEDS AMOUNT: 250.00
MINUS PREPAID ADV CHGS: -370.00
VEHICLE NET AMOUNT: -120.00



ATTACHED PLEASE FIND THE SALES PROCEEDS CHECK FOR THE VEHICLE
LISTED BELOW IN THE AMOUNT OF
\$250.00

BUYER INFORMATION
NAME...: PARSONS AUTO SALES
ADDRESS: 3760 OLD STAGE RD
CITY...: McCLURE
ST/ZIP.: PA 17841

VEHICLE INFORMATION
YEAR.: 1993
MAKE.: PLYMOUTH
MODEL: VOYAGER
VIN#.: 1P4GH44RXPX537348

TYPE OR PRINT ALL INFORMATION

WARNING

FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINE AND/OR IMPRISONMENT.

A. ASSIGNMENT OF SALVAGE

I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER OR ALL-PAID BUYER'S NAME CO-PURCHASER STREET ADDRESS CITY STATE ZIP	
I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER'S SIGNATURE CO-PURCHASER'S SIGNATURE PURCHASER'S ADDRESS PURCHASER'S CITY PURCHASER'S STATE PURCHASER'S ZIP	

B. RE-ASSIGNMENT OF SALVAGE BY ANY BUSINESS OR PERSON DOMICILED IN PA

I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER OR ALL-PAID BUYER'S NAME CO-PURCHASER STREET ADDRESS CITY STATE ZIP	
I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER'S SIGNATURE CO-PURCHASER'S SIGNATURE PURCHASER'S ADDRESS PURCHASER'S CITY PURCHASER'S STATE PURCHASER'S ZIP	

RE-ASSIGNMENT OF SALVAGE BY ANY BUSINESS OR PERSON DOMICILED IN PA

I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER OR ALL-PAID BUYER'S NAME CO-PURCHASER STREET ADDRESS CITY STATE ZIP	
I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER'S SIGNATURE CO-PURCHASER'S SIGNATURE PURCHASER'S ADDRESS PURCHASER'S CITY PURCHASER'S STATE PURCHASER'S ZIP	

RE-ASSIGNMENT OF SALVAGE BY ANY BUSINESS OR PERSON DOMICILED IN PA

I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER OR ALL-PAID BUYER'S NAME CO-PURCHASER STREET ADDRESS CITY STATE ZIP	
I, the undersigned, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.		PURCHASER'S SIGNATURE CO-PURCHASER'S SIGNATURE PURCHASER'S ADDRESS PURCHASER'S CITY PURCHASER'S STATE PURCHASER'S ZIP	

MV-5 (7-01)

C. CHECK HERE TO INDICATE IF APPLYING FOR:

- ☐ A NEW CERTIFICATE OF SALVAGE FOR THIS VEHICLE. NO FEE OR NOTARIZATION REQUIRED.
☐ A RECONSTRUCTED VEHICLE TITLE. ATTACH AND COMPLETE FORM MV-4288 WITH APPROPRIATE FEES.
☐ A FLATTENED, CRUSHED OR PROCESSED VEHICLE STATUS. COMPLETE SECTION D BELOW. NO FEE REQUIRED.

D. SALVAGE DEALER SCRAP PROCESSOR REPORT OF THE VEHICLE BEING FLATTENED, CRUSHED OR PROCESSED

I, the last Pennsylvania Salvage Dealer/Scrap Processor Business listed above, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be rebuilt or reconstructed.

DATE FLATTENED, CRUSHED OR PROCESSED: _____
 SIGNATURE OF SALVAGE DEALER/SCRAP PROCESSOR: _____ DATE: _____

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

272

021609949001025-001

1P46H44RXP6537348

VEHICLE IDENTIFICATION NUMBER

1995

PLYMOUTH

MAKE OF VEHICLE

4559862-1104-WA

TITLE NUMBER

SW

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

7/11/92

00000000

00000000

00000000

10/06/92

DATE PA TITLED

7/11/92

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

REGISTERED OWNER(S)

KEITH B & SONIA M
WARNER
400 W 4TH ST
NESCOPECK PA 18635

FIRST LIEN FAVOR OF:

FNB OF BERWICK

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

April 13, 2004

BY

Sammy Dittmer

MAILING ADDRESS

FNB OF BERWICK
437 W 3RD STREET
NESCOPECK PA 18635

SECOND LIEN RELEASED

BY

DATE
AUTHORIZED REPRESENTATIVE

ODOMETER STATUS
0 = ACTUAL MILEAGE
1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
2 = NOT THE ACTUAL MILEAGE
3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
D = COLLECTIBLE VEHICLE
F = OUT OF COUNTRY
G = ORIGINALLY IMPORTED FOR NON-U.S. DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOGGING VEHICLE
P = PASSENGER VEHICLE
R = RECONSTRUCTED
S = STREET RACED
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS REISSUED VIN
W = FLOOD VEHICLE
X = BUMPAS A TAXI



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the owner of the said vehicle.

BRADLEY L. HALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN TO BEFORE ME:

NO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

The undersigned hereby states application for Certificate of Title for the vehicle described above, subject to the requirements and other legal claims set forth herein.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE COMPLETELY NEW TITLE IS ISSUED BY THE DEPARTMENT OF TRANSPORTATION

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: ☐ IF NO LIEN, CHECK

1ST LIEN HOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: ☐ IF NO LIEN, CHECK

2ND LIEN HOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

16310007

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

WARNING**A. ASSIGNMENT OF TITLE**

We certify, to the best of my/our knowledge that the odometer reading is 137 miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

☐ Reflects the amount of mileage in excess of its mechanical limits. ☐ is NOT the actual mileage.

WARNING: Odometer discrepancy.

We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

State Farm Mutual Automobile Insurance Company
 610 Davis Auto Salvage Auction - Claim #
 12 W. P. O. Box 4793-38-K379-427-01
 Greensburg, PA 15931

Nancy Lyons, State Farm Mutual
 610 Davis Auto Salvage Auction - Claim #

Nancy Lyons, State Farm Mutual
 610 Davis Auto Salvage Auction - Claim #
 Nancy Lyons, State Farm Mutual
 610 Davis Auto Salvage Auction - Claim #

B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER

We certify, to the best of my/our knowledge that the odometer reading is 137 miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

☐ Reflects the amount of mileage in excess of its mechanical limits. ☐ is NOT the actual mileage.

WARNING: Odometer discrepancy.

We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

PURCHASER OR FULL BUSINESS NAME
 CO-PURCHASER
 STREET ADDRESS
 CITY

STATE ZIP PURCHASE PRICE OR DN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

SELLER MUST HANDPRINT NAME HERE

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER

We certify, to the best of my/our knowledge that the odometer reading is 137 miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

☐ Reflects the amount of mileage in excess of its mechanical limits. ☐ is NOT the actual mileage.

WARNING: Odometer discrepancy.

We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

PURCHASER OR FULL BUSINESS NAME
 CO-PURCHASER
 STREET ADDRESS
 CITY

STATE ZIP PURCHASE PRICE OR DN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

SELLER MUST HANDPRINT NAME HERE

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER

We certify, to the best of my/our knowledge that the odometer reading is 137 miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

☐ Reflects the amount of mileage in excess of its mechanical limits. ☐ is NOT the actual mileage.

WARNING: Odometer discrepancy.

We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

PURCHASER OR FULL BUSINESS NAME
 CO-PURCHASER
 STREET ADDRESS
 CITY

STATE ZIP PURCHASE PRICE OR DN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

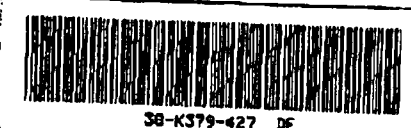
SELLER MUST HANDPRINT NAME HERE

C. CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$

38-K379-427-01

ACU-2520

STK#-7348



38-K379-427 DF

COPY

CLAIM NUMBER: 38-K379-427

POWER OF ATTORNEY

Know All Men by These Presents,

That I/We have made, constituted and appointed and by these presents do make, and appoint State Farm Mutual Automobile Insurance, Co. My/Our true and lawful Attorney for in My/Our name(s), place(s) and stead(s) to execute any and all applications for or assignments of Certificate of Title for motor vehicle:

1993 Plymouth Voyager

(Year/Make/Model)

1P4GH44RXPX537348

(Vehicle Identification Number or Serial Number)

Giving and granting unto My/Our said Attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done, as fully to all intents and purposes as I/We might or could do if personally present.

In Witness Whereof, I/We have here unto set My/Our hand(s)

and seal(s) this 15th

day of April 20 04.

Subscribed and sworn to before me this 15th

day of April 20 04.

Melanie A. Bove
(Seal) Notary Public

My Commission expires 20

J Keith B. Warner
(Print Name of Owner)

Kuth B. Warner
(Signature of Owner)

Sonya M. Warner
(Print Name of Co-Owner)

Sonya M. Warner
(Signature of Co-Owner)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Melanie A. Bove, Notary Public

Wesport Boro, Luzerne County

My Commission Expires Mar. 4, 2008

Member, Pennsylvania Association Of Notaries

FORM MUST BE NOTARIZED

FORM MUST BE SIGNED BY ALL
REGISTERED OWNERS.

BENNY DAVIS TRUCKING
P.O. BOX 479
EBENSBURG, PA 15931
TELEPHONE: 814-472-5392
EIN # : 25-1327551

FEB 23 2004
CIOS

INVOICE NUMBER 78456

DATE: 02/19/2004

657
STATE FARM MUTUAL INS. CO
CT UNIT PO BOX 122
CONCORDSVILLE PA 19331
ATTN: FAX 610-361-5731



RE: CLAIM NUMBER.: 38-K379-427-01
INSURED.....: KEITH WARNER
POLICY NUMBER:

YEAR	MAKE	MODEL	SERIAL #
1993	PLYMOUTH	VOYAGER	1P4GH44RXPX537348

DATE OF LOSS...: 02/07/2004

DATE CALLED IN: 02/13/2004

DATE PICKED UP: 02/18/2004

HAULING CHARGE: 70.00

TOWING CHARGES: 120.00

STORAGE CHARGE: 12 DAYS @ 15.00 PER DAY = 180.00

PLEASE PAY THIS AMOUNT ==> TOTAL CHARGES: \$ 370.00

PLEASE SHOW INVOICE # ON CHECK. THANK YOU.

FEB 23 2004
CIOS



ZIMMERMAN TOWING



24 Hour Emergency Service
DuBois - Brockway Road
R.D. 1, Box 4 • Falls Creek, PA 15840 • 814-371-4712

DATE <u>2-20</u>	TIME <u>12-7</u>	REQUESTED BY <u>PSP</u>	P.O. NO.
NAME		PHONE	
ADDRESS			
CITY		STATE <u>PA</u>	ZIP <u>16801</u>
LOCATION OF VEHICLE <u>104 West</u>			
YEAR, MAKE, MODEL <u>93 Dodge CARAVAN</u>		COLOR <u>Blue</u>	OTHER
STATE <u>PA</u>	LIC. PLATE NO. <u>ELX 2669</u>	VEHICLE I.D. NO. <u>1P4G444RXPX537348</u>	REGISTERED OWNER
MILEAGE		SERVICE TIME	
FINISH		FINISH	
START		START	
TOTAL		TOTAL	
EXTRA PERSON		FINISH	
START		START	
TOTAL		TOTAL	
SERVICE <input checked="" type="checkbox"/> ACCIDENT <input type="checkbox"/> ARREST <input type="checkbox"/> UNREGISTERED <input type="checkbox"/> TOW ZONE <input type="checkbox"/> SNOW REMOVAL <input type="checkbox"/> ABANDONED <input type="checkbox"/> STOLEN CAR <input type="checkbox"/> BREAK DOWN <input type="checkbox"/> LOCK OUT <input type="checkbox"/> START <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> IMPOUNDED <input type="checkbox"/> SPECIAL EQUIPMENT <input type="checkbox"/> SINGLE LINE WINCHING <input type="checkbox"/> DUAL LINE WINCHING <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> DOLLY			
TYPE OF TOW <input type="checkbox"/> SLING HOIST TOW <input type="checkbox"/> FLAT BED RAMP <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/>		TOWED PER ORDER OF <input type="checkbox"/> STATE POLICE <input type="checkbox"/> LOCAL POLICE <input type="checkbox"/> OWNER <input type="checkbox"/> DEALER	
VEHICLE TOWED TO FIRST TOW <u>Zimmerman's</u> SECOND TOW			
STORAGE FROM <u>2/17</u> To <u>2/18</u> Days @ \$ <u>15.00</u>		TOWING CHARGE <u>120.00</u>	
PAID BY <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> MC <input type="checkbox"/> VISA CIC NO.		MILEAGE CHARGE	
DRIVERS LIC. NO.		EXTRA PERSON	
EXP. DATE		SPECIAL EQUIPMENT	
OPERATOR'S SIGNATURE		LABOR CHARGE	
DATE		STORAGE <u>180.00</u>	
TRUCK NO.		SUB-TOTAL	
AUTHORIZED SIGNATURE		TAX	
DATE		TOTAL <u>300.00</u>	
VEHICLE RELEASED TO		DATE	

8639

Not responsible for loss or damage to vehicle
in case of fire, theft, or any other damage beyond our control.

Thank You

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

PENN NATIONAL INSURANCE CO.	:	
A/S/O JOHN M. CAMPBELL,	:	
	:	
Plaintiffs,	:	No. 04-1945-C.D.
	:	
v.	:	
	:	
WERNER ENTERPRISES and	:	
KEITH B. WARNER,	:	
	:	
Defendants.	:	
	:	
v.	:	
	:	
CURTIS ELLIS,	:	
	:	
Additional Defendant.	:	

KEITH B. WARNER,	:	No. 06-85-CD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CURTIS ELLIS, WERNER ENTERPRISES,	:	
AND JOHN M. CAMPBELL,	:	
	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Pre-Arbitration Memorandum of Plaintiff Keith B. Warner in the above-captioned matter was sent via facsimile and regular mail, postage prepaid at the Post Office, State College, Pennsylvania, on this 17th day of May, 2006, to the attorney(s)/party(ies) of record as indicated below:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

Gary N. Stewart, Esquire
Rawle & Henderson, LLP
25 North Front Street, First Floor
Harrisburg, PA 17101

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 

Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Defendant
Keith B. Warner

RAWLE & HENDERSON LLP



JEFFREY C. MICKLETZ
717-234-7700
jmickletz@rawle.com

The Nation's Oldest Law Office • Established in 1783

www.rawle.com

25 N. FRONT STREET
FIRST FLOOR
HARRISBURG, PA 17101

TELEPHONE: (717) 234-7700
FACSIMILE: (717) 234-7710

May 16, 2006

Prothonotary
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

RECEIVED

MAY 19 2006

ADMINISTRATIVE
OFFICE

RE: Penn National Insurance a/s/o John M. Campbell vs. Werner Enterprises, Inc. and
Keith B. Warner
C.C.P. Clearfield County, No: 04-1945-CD
Our File No. 250081

Dear Prothonotary:

Enclosed please find our pre-trial Memorandum with regard to the above referenced matter that is scheduled for a hearing May 25, 2006 at 9:00 a.m.

Very truly yours,

RAWLE & HENDERSON LLP

By:

Jeffrey C. Mickletz

JCM/ecl

Encl.

Cc: Brian J. Walker, Esquire (w/ Encl. via facsimile)
Chena Glenn-Hart, Esquire (w/ Encl. via facsimile)

CA

RAWLE & HENDERSON LLP

By: Gary N. Stewart

Identification No.: 67353

By: Jeffrey C. Mickletz

Identification No.: 87531

25 North Front Street, First Floor

Harrisburg, Pennsylvania 17101

(717) 234-7700

Attorneys for Defendants,
Werner Enterprises, Inc. and
Curtis Ellis

PENN NATIONAL INSURANCE a/s/o
JOHN M. CAMPBELL

Plaintiff,

vs.

WERNER ENTERPRISES, INC.
and KEITH B. WARNER,

Defendants,

vs.

CURTIS ELLIS,

Additional
Defendant.

COURT OF COMMON PLEAS OF

CLEARFIELD COUNTY

NO: 04-1945-CD

RECEIVED
MAY 18 2006
COURT ADMINISTRATOR'S
OFFICE

PRE TRIAL MEMORANDUM

- a. According to the police report, the accident occurred in the westbound lane of I-80 during a severe snow storm. Curtis Ellis was the driver of a tractor trailer that slowed to a safe speed in the conditions. Defendant Warner was following too closely and struck the rear of the tractor trailer. As a result, he also struck the car driven by John Campbell causing damage to his own vehicle and John Campbell's vehicle. At no time did Curtis Ellis act negligently.
- b. Motor vehicle Code
- c. Curtis Ellis
All witnesses listed on opposing counsel's pre-trial memorandum
- d. N/A

RAWLE & HENDERSON LLP

By: _____

Gary N. Stewart, Esquire
Jeffrey C. Mickletz, Esquire
Attorney for Defendants,
Werner Enterprises, Inc. and
Curtis Ellis

Date: 5/16/06

CERTIFICATE OF SERVICE

I hereby certify that on today's date, a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, upon all attorneys of record, addressed as follows:

Brian J. Walker, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

Chena L. Glenn-Hart
McQuaide Blasko
811 University Drive
State College, PA 16801-6699

RAWLE & HENDERSON LLP

By: _____

Jeffrey C. Mickletz, Esquire
Attorneys for Defendant,
Werner Enterprises, Inc. and
Curtis Ellis

Date: 5/16/02



HENNESSY
&
WALKER
GROUP, P.C.

SUBROGATION NATIONWIDE

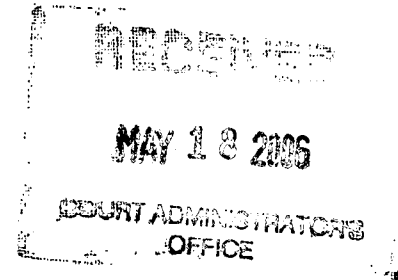
BRIAN J. WALKER[†], J.D., AIC

[†]ADMITTED PA AND NJ

EMAIL: bwalker@subrogation.net

May 16, 2006

Court Administration
Clearfield County Courthouse
230 East Market Street
Clearfield County, PA 16830



RE: Penn National/John M. Campbell vs. Werner Enterprises, et.al.
Clearfield County C.C.P. No: 04-1945 CD
Our File No: PENN-1006

Dear Sir/Madam:

Pursuant to Local Rule 1306A, I have attached our pre-trial Memorandum with regard to the above action that is scheduled for a hearing May 25, 2006 at 9:00 A.M.

Very truly yours,

Hennessy & Walker

Brian J. Walker

Brian J. Walker, Esquire, AIC

BJW/tbc

Enclosures

via fax & regular mail 814-765-7649

cc: (w/enclosures) Richard H. Milgrub, Esquire (via fax 814-765-4410)
Frederick M. Neiswender, Esquire (via fax 814-765-7205)
Linda C. Lewis, Esquire (814-765-8142)
Chena Glenn-Hart, Esquire (via fax 814-234-5620)
Gary N. Stewart, Esquire (717-234-7710)
File No: 250081

Brian J. Walker, Esquire, AIC
Hennessy & Walker
142 West Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 71927

Attorney for Plaintiffs

Penn National Insurance
A/S/O John M. Campbell
AND
John M. Campbell
vs.
Werner Enterprises, et.al.

: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No: 04-1945-CD

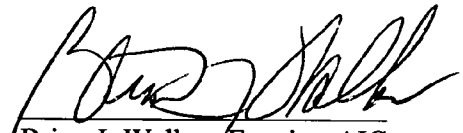
RECEIVED

MAY 18 2006

COURT ADMINISTRATOR'S
OFFICE

PRE-TRIAL
MEMORANDUM

- A. On or about February 7, 2004 at or near I 80, West Sandy Township, Clearfield County, PA, Defendant Curtis Ellis acting on behalf of Defendant Werner Enterprises while operating a 2002 tractor trailer and Defendant Keith Warner while operating a 1993 Plymouth did negligently, carelessly and/or recklessly collide into one another resulting in Defendant Warner's vehicle striking/colliding into Plaintiff's 2000 Cadillac causing extensive damages to same.
- B. Motor vehicle code.
- C. John M. Campbell
- D. Property Damage and rental expenses in the amount of \$6,424.95 (see attached)


Brian J. Walker, Esquire, AIC
Hennessy & Walker

03/16/2004 at 02:12 PM
36939

Job Number: 357

CONDRIN OLDSMOBILE CADILLAC INC.

License #:127029 Federal ID #:231626138
HOURS: MONDAY - FRIDAY 8:00 A.M. - 5:00P.M.
400 EAST PLANK ROAD
ALTOONA, PA 16602
(814)944-8184 Fax: (814)943-2975

ESTIMATE OF RECORD

Written By: ROBERT STEVER #190982 03/03/2004 02:57 PM
Adjuster: SUSAN TEMPEST

Insured: JOHN CAMPBELL
Owner: JOHN CAMPBELL
Address: 135 FREDERICK ROAD
ALTOONA, PA 16602
Day: (814)941-0718
Other: (814)312-2087

Claim #04334473
Policy #120 0318972
Deductible: \$200.00
Date of Loss:
Type of Loss: Collision
Point of Impact: 4. Right Qtr Post

Inspect CONDRIN OLDSMOBILE CADILLAC INC.
Location: 400 EAST PLANK ROAD
ALTOONA, PA 16602

Business: (814)944-8184

Insurance PENN NATIONAL
Company:

Days to Repair

2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE

VIN: W06VR54R8YR007482 **Lic:** EPW0349 **PA Prod Date:** 09/1999 **Odometer:** 38234

Air Conditioning	Rear Defogger	Tilt Wheel
Cruise Control	Intermittent Wipers	Auto Level
Climate Control	Keyless Entry	Steering Wheel Controls
Body Side Moldings	Dual Mirrors	Traction Control
Fog Lamps	Clear Coat Paint	Power Steering
Power Brakes	Power Windows	Power Locks
Power Driver Seat	Power Mirrors	Power Trunk/Tailgate
AM Radio	FM Radio	Stereo
Cassette	Search/Seek	Anti-Lock Brakes (4)
Driver Air Bag	Passenger Air Bag	Front Side Impact Air Bag
4 Wheel Disc Brakes	Leather Seats	Bucket Seats
Automatic Transmission	Overdrive	Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1#		ROUGH PULL AT QUARTER PANEL	1			1.0	
2		REAR BUMPER					
3		O/H rear bumper				2.2	
N 4	Repl	Bumper cover	1	447.46	Incl.		3.0
5		Add for Clear Coat					1.2
6		REAR LAMPS					
7	R&I	Tail lamp assy center				0.3	
8	R&I	RT Tail lamp assy outer				Incl.	
9	R&I	LT Tail lamp assy outer				0.3	
10	R&I	High mount lamp 2nd design				0.5	

03/16/2004 at 02:12 PM
36939

Job Number: 357

ESTIMATE OF RECORD
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
11		TRUNK LID					
12	Blnd	Trunk lid w/o sport pack					1.2
13	R&I	Finish panel champagne				0.5	
14	R&I	Trunk trim panel				0.3	
15		QUARTER PANEL					
N 16	Repl	RT Quarter panel	1	475.42		11.5	2.3
17		Add for Clear Coat					0.9
18		Deduct for Rear Bumper R&I				-1.5	
19	R&I	RT Belt molding				0.3	
20*	Rpr	RT Inner qtr panel				3.0	
21	Repl	RT Liner front	1	39.69		0.3	
22	Repl	RT Liner rear	1	41.24		0.3	
23		REAR DOOR					
24*	Rpr	RT Door shell				8.0	1.9
25		Overlap Major Adj. Panel					-0.4
26		Add for Clear Coat					0.3
27	R&I	RT Door w'strip lower rear				0.2	
28	R&I	RT Belt w'strip				0.7	
29	R&I	RT Body side mldg				0.4	
30*	R&I	RT Handle, outside				0.3	
31	R&I	RT R&I trim panel				0.5	
32#		CAR COVER	1	5.00	T	0.3	
33#		FLEX ADDITIVE	1	10.00	T		
34#	Repl	CORROSION PROTECTION	1	15.00	T	0.3	
35#		HAZARDOUS WASTE REMOVAL	1	3.50	T		
36#		SCREW FOR FRONT BUMPER	1	0.25		0.3	
37		FRONT DOOR					
38	Repl	LT Rear cover	1	52.00		0.2	0.5
39		Overlap Minor Panel					-0.2
40		Add for Clear Coat					0.1
41		OTHER CHARGES					
42#		Towing	1	347.50			
Subtotals ==>				1437.06		30.2	10.8

Line 4 : YERTY 550.00 FOR LKQ
STOYSTOWN 500.00 FOR LKQ
Line 16 : LKQ YERTY 375.00
LKQ STOYSTOWN 400.00

Estimate Notes:

NO LKQ AVAIL AT MUELLERS TODD 946-1295
LKQ AVAIL AT YERTY 695-8079 BUT NOT COST EFFECTIVE ROD
LKQ AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE TERRY

03/16/2004 at 02:12 PM
36939

Job Number: 357

ESTIMATE OF RECORD
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE

Parts		1056.06
Parts Discount	\$ 1055.81 -10.0%	-105.58
Body Labor	30.2 hrs @ \$ 38.00/hr	1147.60
Paint Labor	10.8 hrs @ \$ 38.00/hr	410.40
Paint Supplies	10.8 hrs @ \$ 19.00/hr	205.20
Sublet/Misc.		33.50
Other Charges		347.50

SUBTOTAL		\$ 3094.68
Sales Tax	\$ 2747.18 @ 6.0000%	164.83

GRAND TOTAL		\$ 3259.51
ADJUSTMENTS:		
Deductible		200.00

CUSTOMER PAY		\$ 200.00
INSURANCE PAY		\$ 3059.51

03/26/2004 at 03:03 PM
36939

Job Number: 357

CONDRIN OLDSMOBILE CADILLAC INC.

License #:127029 Federal ID #:231626138
HOURS: MONDAY - FRIDAY 8:00 A.M. - 5:00P.M.
400 EAST PLANK ROAD
ALTOONA, PA 16602
(814)944-8184 Fax: (814)943-2975

SUPPLEMENT OF RECORD 1 WITH SUMMARY

Written By: ROBERT STEVER #190982 03/26/2004 03:02 PM
Adjuster: SUSAN TEMPEST

Insured: JOHN CAMPBELL
Owner: JOHN CAMPBELL
Address: 135 FREDERICK ROAD
ALTOONA, PA 16602
Day: (814)941-0718
Other: (814)312-2087

Claim #04334473
Policy #120 0318972
Deductible: \$200.00
Date of Loss:
Type of Loss: Collision
Point of Impact: 4. Right Qtr Post

Inspect CONDRIN OLDSMOBILE CADILLAC INC.
Location: 400 EAST PLANK ROAD
ALTOONA, PA 16602

Business: (814)944-8184

Insurance PENN NATIONAL
Company:

Days to Repair

2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:
VIN: W06VR54R8YR007482 Lic: EPW0349 PA Prod Date: 09/1999 Odometer: 38234
Air Conditioning Rear Defogger Tilt Wheel
Cruise Control Intermittent Wipers Auto Level
Climate Control Keyless Entry Steering Wheel Controls
Body Side Moldings Dual Mirrors Traction Control
Fog Lamps Clear Coat Paint Power Steering
Power Brakes Power Windows Power Locks
Power Driver Seat Power Mirrors Power Trunk/Tailgate
AM Radio FM Radio Stereo
Cassette Search/Seek Anti-Lock Brakes (4)
Driver Air Bag Passenger Air Bag Front Side Impact Air Bag
4 Wheel Disc Brakes Leather Seats Bucket Seats
Automatic Transmission Overdrive Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1#		ROUGH PULL AT QUARTER PANEL	1			1.0	
2		REAR BUMPER					
3		O/H rear bumper				2.2	
N 4	Repl	Bumper cover	1	447.46	Incl.		3.0
5		Add for Clear Coat					1.2
6	S01	Repl Center support	1	109.83	Incl.		
7*	S01	Repl RT Bumper cover nut	4	15.20	Incl.		
8*	S01	Repl RT Pin retainer	1	4.02	Incl.		
9*	S01	Repl RT Bumper cover cap	4	19.40	Incl.		
10:		REAR LAMPS					

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
11	R&I	Tail lamp assy center				0.3	
12	R&I	RT Tail lamp assy outer				Incl.	
13	R&I	LT Tail lamp assy outer				0.3	
14	R&I	High mount lamp 2nd design				0.5	
15		TRUNK LID					
16	Blnd	Trunk lid w/o sport pack					1.2
17	R&I	Finish panel champagne				0.5	
18	R&I	Trunk trim panel				0.3	
19		QUARTER PANEL					
N 20	Repl	RT Quarter panel	1	475.42		11.5	2.3
21		Add for Clear Coat					0.9
22		Deduct for Rear Bumper R&I				-1.5	
23	R&I	RT Belt molding				0.3	
24*	Rpr	RT Inner qtr panel				3.0	
25	Repl	RT Liner front	1	39.69		0.3	
26	Repl	RT Liner rear	1	41.24		0.3	
27* S01	Rpr	RT Outer wheelhouse				3.0	0.3
28		REAR DOOR					
29*	Rpr	RT Door shell				8.0	1.9
30		Overlap Major Adj. Panel					-0.4
31		Add for Clear Coat					0.3
32	R&I	RT Door w'strip lower rear				0.2	
33	R&I	RT Belt w'strip				0.7	
34	R&I	RT Body side mldg				0.4	
35* S01	Rpr	RT Body side mldg				1.0	0.5
36 S01		Add for Clear Coat					0.1
37# S01		CLEAN AND RETAPE MLDG.	1	2.00		0.2	
38*	R&I	RT Handle, outside				0.3	
39	R&I	RT R&I trim panel				0.5	
40#		CAR COVER	1	5.00	T	0.3	
41#		FLEX ADDITIVE	1	10.00	T		
42#	Repl	CORROSION PROTECTION	1	15.00	T	0.3	
43#		HAZARDOUS WASTE REMOVAL	1	3.50	T		
44#		SCREW FOR FRONT BUMPER	1	0.25		0.3	
45 S01	Repl	RT Bezel	1	14.65			
46		FRONT DOOR					
47* S01	Repl	LT Rear cover	1	55.97		0.2	0.5
48		Overlap Minor Panel					-0.2
49		Add for Clear Coat					0.1
50 S01		REAR BODY & FLOOR					
51* S01	Rpr	Rear body panel				2.0	1.2
52 S01		Overlap Major Adj. Panel					-0.4
53 S01		Add for Clear Coat					0.2
54 S01		REAR SUSPENSION					
55 S01	Repl	RT Lower cntrl arm	1	931.63	m	3.0	
56 S01	Repl	LT Lower cntrl arm	1	931.63	m	3.0	
57# S01	Repl	RT BEARING	1	70.14		0.4	
58# S01	Repl	LT BEARING	1	70.14		0.4	

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
59#	S01	Subl 4 WHEEL ALIGNMENT	1	59.95	T		
60	S01	FRONT SUSPENSION					
N 61*	S01	Rpr Susp crossmember				s 1.0	
62	S01	BACK GLASS					
63	S01	Repl Upper molding	1	39.78		Incl.	
N 64#	S01	overnight charges for bearings	1	14.50			
65		OTHER CHARGES					
66#		Towing	1	347.50			
Subtotals ==>				3723.90		44.2	12.7

Line 4 : YERTY 550.00 FOR LKQ
STOYSTOWN 500.00 FOR LKQ

Line 20 : LKQ YERTY 375.00
LKQ STOYSTOWN 400.00

Line 61 : FRONT CROSSMEMBER SHIFTED, WOULD NOT ALIGN.
HAD TO LOOSEN CROSSMEMBER AND SHIFT.
VEHICLE WENT OFF ROAD DURING IMPACT.

Line 64 : HAD TO OVERNIGHT THE BEARINGS SO THE VEHICLE WOULD NOT HAVE
TO STAY ANOTHER WEEKEND.

Estimate Notes:

NO LKQ AVAIL AT MUELLERS TODD 946-1295
LKQ AVAIL AT YERTY 695-8079 BUT NOT COST EFFECTIVE ROD
LKQ AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE TERRY

Parts		3282.95
Parts Discount	\$ 3125.92 -10.0%	-312.59
Body Labor	44.2 hrs @ \$ 38.00/hr	1679.60
Paint Labor	12.7 hrs @ \$ 38.00/hr	482.60
Paint Supplies	12.7 hrs @ \$ 19.00/hr	241.30
Sublet/Misc.		93.45
Other Charges		347.50

SUBTOTAL	\$ 5814.81
Sales Tax	\$ 5467.31 @ 6.0000% 328.04

GRAND TOTAL \$ 6142.85

ADJUSTMENTS:
Deductible 200.00

CUSTOMER PAY	\$ 200.00
INSURANCE PAY	\$ 5942.85

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
----- CHANGED ITEMS -----							
37		Repl LT Rear cover	1		-52.00	-0.2	-0.5
47*	S01	Repl LT Rear cover	1		55.97	0.2	0.5
----- ADDED ITEMS -----							
6	S01	Repl Center support	1		109.83	Incl.	
7*	S01	Repl RT Bumper cover nut	4		15.20	Incl.	
8*	S01	Repl RT Pin retainer	1		4.02	Incl.	
9*	S01	Repl RT Bumper cover cap	4		19.40	Incl.	
27*	S01	Rpr RT Outer wheelhouse				3.0	0.3
35*	S01	Rpr RT Body side mldg				1.0	0.5
36	S01	Add for Clear Coat					0.1
37#	S01	CLEAN AND RETAPE MLDG.	1		2.00	0.2	
45	S01	Repl RT Bezel	1		14.65		
50	S01	REAR BODY & FLOOR					
51*	S01	Rpr Rear body panel				2.0	1.2
52	S01	Overlap Major Adj. Panel					-0.4
53	S01	Add for Clear Coat					0.2
54	S01	REAR SUSPENSION					
55	S01	Repl RT Lower cntrl arm	1		931.63	m 3.0	
56	S01	Repl LT Lower cntrl arm	1		931.63	m 3.0	
57#	S01	Repl RT BEARING	1		70.14	0.4	
58#	S01	Repl LT BEARING	1		70.14	0.4	
59#	S01	Subl 4 WHEEL ALIGNMENT	1		59.95	T	
60	S01	FRONT SUSPENSION					
N 61*	S01	Rpr Susp crossmember				s 1.0	
62	S01	BACK GLASS					
63	S01	Repl Upper molding	1		39.78	Incl.	
N 64#	S01	overnight charges for bearings	1		14.50		
Subtotals ==>					2286.84	14.0	1.9

Line 61 : FRONT CROSSMEMBER SHIFTED, WOULD NOT ALIGN.
HAD TO LOOSEN CROSSMEMBER AND SHIFT.
VEHICLE WENT OFF ROAD DURING IMPACT.

Line 64 : HAD TO OVERNIGHT THE BEARINGS SO THE VEHICLE WOULD NOT HAVE
TO STAY ANOTHER WEEKEND.

Estimate Notes:

NO LKQ AVAIL AT MUELLERS TODD 946-1295
LKQ AVAIL AT YERTY 695-8079 BUT NOT COST EFFECTIVE ROD
LKQ AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE TERRY

03/26/2004 at 03:03 PM
36939

Job Number: 357

SUPPLEMENT OF RECORD 1 WITH SUMMARY
2000 CADI CATERA 6-3.0L-FI 4D SED BEIGE Int:

Parts		2226.89
Parts Discount	\$ 2070.11 -10.0%	-207.01
Body Labor	14.0 hrs @ \$ 38.00/hr	532.00
Paint Labor	1.9 hrs @ \$ 38.00/hr	72.20
Paint Supplies	1.9 hrs @ \$ 19.00/hr	36.10
Sublet/Misc.		59.95

SUBTOTAL		\$ 2720.13
Sales Tax	\$ 2720.13 @ 6.0000%	163.21

TOTAL SUPPLEMENT AMOUNT	\$ 2883.34
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NET COST OF SUPPLEMENT	\$ 2883.34
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Estimate	3259.51	ROBERT STEVER
Supplement S1	2883.34	ROBERT STEVER

Job Total	\$ 6142.85
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CUSTOMER PAY \$	200.00
INSURANCE PAY \$	5942.85



Cadillac



SUBARU

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ROD	19798	VIN	W 0 6 V R 5 4 R 8 Y R 0 0 7 4 8 2			JOHN CAMPBELL	DATE IN	02/09/04	
YEAR	2000	MAKE	CADILLAC	MODEL	CATERA	COLOR	TAN	TIME IN	12:23
MILES IN	38522	MILES OUT	20000	FIRST USE	00/00/00	LSC		CLOSED	03/26/04
SEE ALSO		RES.	(814) 941-0718			BUS.	(814) 312-2087		
							WRITER	TARA	

(1) BODY-BODY REPAIRS

REPAIR PER ESTIMATE FRONT END AND UNDER
ARRIAGE
CELL PHONE# 312-2087

Labor	C	
9131963	FASCIA	1 1604.10
24445685	PANEL	1 447.42
90460710	PANEL	1 39.69
9173174	LINER	1 41.24
9144963	COVER	1 55.97
24403393	CAP	4 19.40
90431553	RETAINER	1 4.02
90087290	RETAINER	4 15.20
90460339	SCREW FRT BMP	1 .25
FREIGHT	MOLDING	1 39.78
90363767	OVERNIGHT	1 14.50
90576515	BEZEL	1 14.65
90468288	ARM	1 931.63
90510542	ARM	1 931.63
9131964	BEARING	2 140.28
ZIMMERMAN 19798	ABSORBER	1 109.83
FISHER AUT 19798	TOWING	347.50
	PRESS WORK	37.50
Total Labor		1604.10
Total Parts		3280.95
Total-Sublet		385.00
Total Repair (Customer)		5270.05

(57-1102 WAYNE-)

(2) BODY-PAINT REPAIRS
REFINISH PER ESTIMATE

Labor	C	
CLEAN&RETAPE MLMATERIALS	1	2.00
CAR COVER	1	5.00
FLEX ADDITIVE	1	10.00
CORROSION PROTE	1	15.00
HAZ MAT	1	3.50
Total Labor		444.60
Total Parts		35.50
Total Repair (Customer)		480.10

(67-5305 ROBERT-)

		W/C	DATE	CUSTOMER	
DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.		TERMS No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.			
Page 1 of 2 Reprint (1)					
19798 Job 19798		Customer Copy			



Cadillac



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RID 19798		VIN W 0 6 V R 5 4 R 8 Y R 0 0 7 4 8 2		JOHN CAMPBELL		DATE IN 02/09/04	
YEAR 2000	MAKE CADILLAC	MODEL CATERA	COLOR TAN	135 FREDERICK RD		TIME IN 12:23	
MILES IN 38522	MILES OUT 20000	FIRST USE 00/00/00	USC.	ALTOONA PA 16602		CLOSED 03/26/04	
SEE ALSO				RES. (814) 941-0718 BUS. (814) 312-2087		WRITER TARA	

(3) BODY-PAINT REPAIRS
BUFF WORK

(82-0567 JAMEY-)

Labor	C	38.00
Total Labor		38.00
Total Repair (Customer)		38.00

(4) (4) WHEEL ALIGNMENT
INSPECT TIRES/ADJUST TIRE PRESSURES
COMPUTERIZED ALIGNMENT
(94-2019 RICKY-)

Labor	A	97.95
Total Labor		97.95
Total Repair (Customer)		97.95

Parts Charges Discounted 312.59



		W/C	INT	CUSTOMER																			
<p>DISCLAIMER OF WARRANTIES</p> <p>Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>		<p>TERMS</p> <p>No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.</p>		<table border="0"> <tr><td>Labor</td><td>2184.65</td></tr> <tr><td>Parts</td><td>3316.45</td></tr> <tr><td>Sublet</td><td>385.00</td></tr> <tr><td>Paint/Mat.</td><td>241.30</td></tr> <tr><td>Oil/Grease</td><td>.00</td></tr> <tr><td>Less Disc.</td><td>-312.59</td></tr> <tr><td>Total</td><td>5814.81</td></tr> <tr><td>Tax</td><td>328.04</td></tr> <tr><td>Total (Cash)</td><td>6142.85</td></tr> </table>		Labor	2184.65	Parts	3316.45	Sublet	385.00	Paint/Mat.	241.30	Oil/Grease	.00	Less Disc.	-312.59	Total	5814.81	Tax	328.04	Total (Cash)	6142.85
Labor	2184.65																						
Parts	3316.45																						
Sublet	385.00																						
Paint/Mat.	241.30																						
Oil/Grease	.00																						
Less Disc.	-312.59																						
Total	5814.81																						
Tax	328.04																						
Total (Cash)	6142.85																						
<p>Page 2 of 2 Job 19798 Reprint (1)</p> <p>19798 Customer Copy</p>																							

HERTZ - DUBOIS HERTZ SYSTEM LICENSEE 814-328-5204
 DUBOIS JEFFERSON COUNTY APT, RD 2 BOX 90 B, REYNOLDSVILLE, PA 15851
 RENTAL : 02/07/04 11.00 REYNOLDSVILLE 94569-11 RT
 RETURN : 02/09/04 08.45 ALTOONA 94510-10

CAMPBELL JOHN

COP: 99 DAYS 2 (T) \$ 231.98
 EX HOURS 0.0 (T) \$ 0.00

OWN/VEH: 94565/0449488 2003 COROLLA 03 NLIC: DGB4597 VEH CLASS: C MI CHG (T) \$ 0.00

LDW DECLINED AT \$21.99 PER DAY MI IN: 18284 ADJUSTMENT \$ 0.00
 LIS NOT AVAIL AT \$12.95 PER DAY MI OUT: 18100
 PAI, PEC DECLINED AT \$ 5.50 PER DAY MI DRIVEN: 184
 FPD DECLINED - FUEL & SVC APPLIED SUBTOTAL (T) \$ 231.98
 \$.140 PER MI \$ 4.250 PER GL MI ALLOWED: 184 DISCOUNT 00% -\$ 0.00
 FUEL OUT: 8/8 FUEL IN: 8/8 MI CHARGED: 0 INTER CITY (T) \$ 0.00
 ACFR FEE (T) \$ 25.52

ADDITIONAL CHARGES:

PLAN IN: ICAH(T) \$ 115.99 / DAYS ADDL CHARGES \$ 0.00
 PLAN OUT: ICAH \$ 39.99 / EX HOUR *MISC \$ 0.00
 RATE CLASS: C \$ 0.00 / EX DAY
 \$ 0.00 / EX WEEK LIS (NT) \$ 0.00
 \$ 0.00 / MI PAI, PEC (NT) \$ 0.00

PA STATE TAX (NT) \$ 4.00

TAXABLE SUBTOTAL \$ 257.50
 TAX 8.000% \$ 20.60
 TOTAL CHARGES \$ 282.10

RENTAL FORM OF PAYMENT: MC XXXXXXXXXXXX2238 AUTH: 325.62/118856
 RETURN FORM OF PAYMENT: MC XXXXXXXXXXXX2238 AUTH: 325.62/118856

DEPOSIT \$ 0.00
 CHARGED ON MC \$ 282.10

THANK YOU FOR RENTING FROM HERTZ

PREPARED BY: DBM COMPLETED BY: DCW
 STATEMENT OF CHARGES - NOT VALID FOR RENTAL
 DRB DATE : 02/11/04

RENTAL RECORD L 6623082-4

Payments and Recoveries for Claim 04334473
As of 09/22/2004

Claimant Name: JOHN M & KAREN M CAMPBELL Coverage: AUTO PHYSICAL DAMAGE COLL Loss Type: Collision Adjuster: Susan Tempest

PAYMENT		ISSUE DATE	ACTION	AMOUNT	PAYEE	CHECK NUM	RESERVE TYPE	MONEY TYPE	FROM DATE	TO DATE	INVOICE NUM
		02/12/2004	PYMT	\$8.00	Pennsylvania State Police	1050000598	LOSS	Loss Payment			
		04/02/2004	PYMT	\$5,942.85	CONDRIN OLDS CADILLAC INC	1050003011	LOSS	Loss Payment			INS DRP
	LOSS			<u>\$5,950.85</u>							
	TOTAL PAYMENT			<u>\$5,950.85</u>							

Payments and Recoveries for Claim 04334473
As of 09/22/2004

Claimant Name: JOHN M & KAREN M CAMPBELL Coverage: RENTAL REIMB/EXTEND TRANSPORT Loss Type: Rental Reimbursement Adjuster: Susan Tempest

PAYMENT

<u>ISSUE DATE</u>	<u>ACTION</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>CHECK NUM</u>	<u>RESERVE TYPE</u>	<u>MONETARY TYPE</u>	<u>FROM DATE</u>	<u>TO DATE</u>	<u>INVOICE NUM</u>
04/05/2004	PYMT	\$282.10	JOHN M CAMPBELL	1050003103	LOSS	Loss Payment			
LOSS		<u>\$282.10</u>							
TOTAL PAYMENT		<u>\$282.10</u>							