

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

PennNational et al vs Werner Enterprises
2004-1945-CD

FILED Atyp pd.
MB:30/81 85.00
DEC 06 2004 1cc w/rt
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

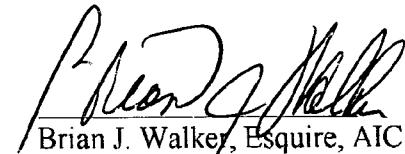
Penn National Ins. A/S/O : In the Court of Common Pleas
John m Campbell : Clearfield County, Pennsylvania
PO Box 1670 : Civil Action-Law
Harrisburg, PA 17105 : No. 04-1945-CD
And John M. Campbell
135 Frederick Rd
Altoona, PA 16603
VS
Werner Enterprises
14507 Frontier Rd.
Omaha, NE 68138
And
Keith B Warner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

CCOPY

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, : No. 04-1945-C.D.
:
Plaintiffs, :
v. : TYPE OF PLEADING:
WERNER ENTERPRISES and :
KEITH B. WARNER, :
Defendants. :
: 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

612 *m/10/17/05* FILED NO
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. :
:

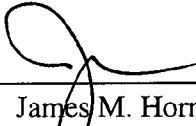
PRAECIPE FOR ENTRY OF APPEARANCE

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 Praeclipe 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

William A. Scott
Prothonotary Clerk of Courts

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 ~~Kerry 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 3cc
04/15/04 AMJ 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. Meholic, 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 páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia 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. Se avisa que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 o otros derechos importantes para usted.

Lleve 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 teléfono a la oficina cuya dirección se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

David S. Meholic, 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 and 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 authorites.

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

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 NO
m11:50 AM CC
MAR 23 2005 GK

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

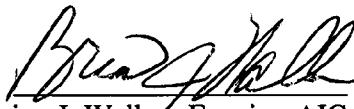
: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No: 04-1945-CD

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 items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Werner Enterprises
14507 Frontier Road.
Omaha, NE 68138

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X R Jenkins

Agent
 Addressee

B. Received by (Printed Name)
R Jenkins

C. Date of Delivery
1-21-05

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number
(Transfer from service label)**

7004 2510 0003 6565 3072

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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	\$	1-17-05
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	Postmark Here

7004 2510 0003 6565 3072

Sent To: Werner Enterprises
Street, Apt. No.: 14507 Frontier Rd
or PO Box No.
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

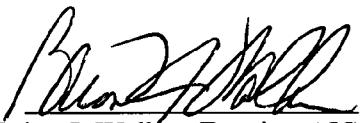
I hereby certify that I have served a true and correct copy of the Complaint filed in the
above captioned action upon the Defendants on March 29, 2005, by First Class
United States mail, addressed as follows:

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 *m11:42:61* *NO CC*
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., : No. 04-1945-C.D.
A/S/O JOHN M. CAMPBELL :
Plaintiff, : TYPE OF PLEADING:
v. : **ANSWER WITH NEW MATTER,**
WERNER ENTERPRISES and : **NEW MATTER UNDER Pa.R.C.P.**
KEITH B. WARNER, : **2252(d) AND NEW MATTER UNDER**
Defendants, : **Pa.R.C.P. 2252(a)**
v. : TYPE OF CASE: CIVIL
CURTIS ELLIS, : FILED ON BEHALF OF:
Additional Defendant. : **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 ^{6P}
m/j:3484 ^{NO}
APR 19 2005 ⁸⁴

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. :
:

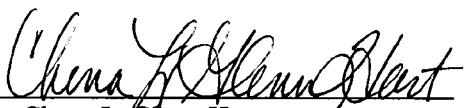
NOTICE TO PLEAD

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

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
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.

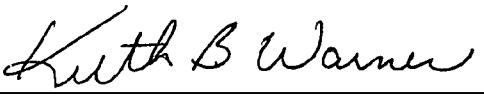
By: Chena L. Glenn-Hart
Chena L. Glenn-Hart
Attorney I.D. No. 82750
James M. Horne
Attorney I.D. No. 26908
Katherine V. Oliver
Attorney I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926

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,	:	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
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,

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

vs.

NO: 04-1945-CD

WERNER ENTERPRISES, INC.
and KEITH B. WARNER

Defendant.

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 *LN*
m/1/4781 NO CC
APR 21 2005

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 RECD. AS TO WERNER ENTERPRISES, DEFENDANT.

SERVED BY: LUZERNE /

FILED
01/10/14 8:11 AM
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

So Answers,

____ Day of _____ 2005


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 2004 at 11:00 A.M. M., prevailing time, he served the within SUMMONS

upon KEITH B. WARNER

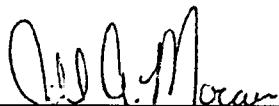
the within named, by handing to HIM personally, at 400 WEST FOURTH STREET NESCOPECK

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


B.L. Stannis
Sheriff of Luzerne County

this TWENTY-THIRD day of DECEMBER 2004


W.G. Moran

Prothonotary of Luzerne County


Mark Senczakowicz
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 NATOINAL 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 NATOINAL 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 depelize 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, : No. 04-1945-C.D.
Plaintiffs, :
v. : TYPE OF PLEADING:
WERNER ENTERPRISES and : CERTIFICATE OF SERVICE
KEITH B. WARNER, :
Defendants, : TYPE OF CASE: CIVIL
v. : FILED ON BEHALF OF:
CURTIS ELLIS, : DEFENDANT KEITH B. WARNER
Additional Defendant. : 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 26 2005
m/11:00/2005
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, : 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 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
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.

FILED ¹⁴
MAY 13 2005
CC

William A. Shaw
Prothonotary/Clerk of Courts

PENN NATIONAL INSURANCE a/s/o	:	COURT OF COMMON PLEAS OF
JOHN M. CAMPBELL	:	
Plaintiff,	:	CLEARFIELD COUNTY
vs.	:	NO: 04-1945-CD
WERNER ENTERPRISES, INC.	:	
and KEITH B. WARNER	:	
Defendants.	:	

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. Godberson 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:

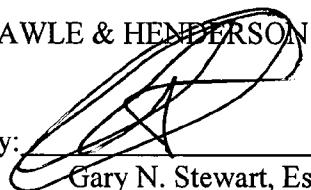

Werner Enterprises, Inc.

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.

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 202005

Mr. H. S. G.
William A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

NO 4/

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

for the certified mailing sent to the address listed herein above, which evidences that Plaintiff acknowledged receipt of same on May 13, 2005, is attached hereto as Exhibit "B".

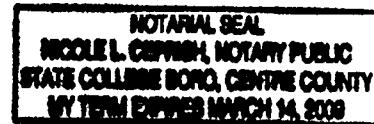
Chena L. Glenn-Hart
CHENA L. GLENN-HART

COMMONWEALTH OF PENNSYLVANIA)
: ss)
COUNTY OF CENTRE)

On this, the 19th day of May, 2005, 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.

Debbie L. Cepriano (SEAL)
Notary Public



for the continuing writing and of the address listed below which evidence that Plaintiff

acknowledged receipt of same on May 13, 2002 is attached hereto as Exhibit "B."


CHENY L. CHEN-HART

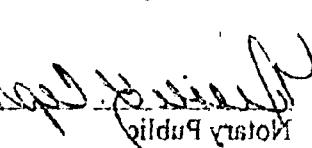
COMMONWEALTH OF PENNSYLVANIA

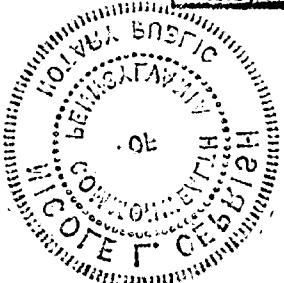
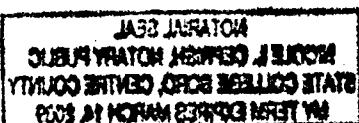
: 22

COUNTY OF CENTRE

On this, the 11th day of July, 2002, before me a Notary Public,
personally appeared CHENY L. CHEN-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 purpose indicated.

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


Notary Public (S.E.V.)



7160 3901 9842 22532 1043

US Postal Service Certified Mail Receipt <i>Domestic Mail Only No Insurance Coverage Provided</i>		Postage	\$ 83
		Certified Fee	230
		Return Receipt Fee (Endorsement Required)	175
		Restricted Delivery Fee (Endorsement Required)	.
		Total Postage & Fees	\$ 4.88
Postmark Here			
Sent To: CURTIS L. LEE 1815 60 OAKS LANE VLRD BEACH FL 32966			
PS Form 3800, January 2003		US Postal Service CLGH/NLC PNT/CAMPBELL	Certified Mail pt 2

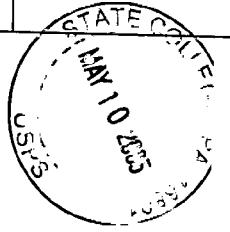
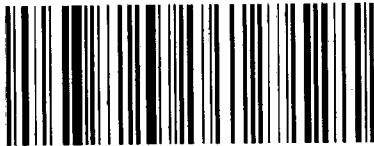


EXHIBIT “A”

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

5/13/05

C. Signature

X *Daleen Deppas*

Agent
 Addressee

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

Yes
 No

PS Form 3811, January 2003

Domestic Return Receipt...

CLGH/NLC PNI/CAMPBELL

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	:	COURT OF COMMON PLEAS OF
JOHN M. CAMPBELL	:	
Plaintiff,	:	CLEARFIELD COUNTY
vs.	:	NO: 04-1945-CD
WERNER ENTERPRISES, INC.	:	
and KEITH B. WARNER	:	
Defendant.	:	

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 *W*

5/11/05

William A. Shaw

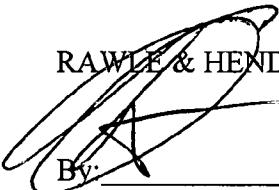
Prothonotary/Clerk of Courts

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: 5-18-05

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

1/2 days/hours

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

Werner Enterprises AND Keith B. Warner () Check block if a Minor
DEFENDANT(S) is a Party to the Case

ADDITIONAL DEFENDANT(S)

Check block if a Minor
is a Party to the Case

FILED
M A 2006 Atty pd
FEB 13 2006 2006

William A. Shaw
Prothonotary/Clerk of Courts

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:

Brian J. Walker, Esquire, AIC
FOR THE PLAINTIFF

610-431-2727
TELEPHONE NUMBER

Gary N. Stewart, Esquire 717-234-7730
FOR THE DEFENDANT Werner Enterprises TELEPHONE NUMBER

Chena L. Glenn-Hart, Esquire 814-238-4926
FOR ADDITIONAL DEFENDANT Kéith Warner TELEPHONE NUMBER

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

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

vs.

No. 04-1945-CD

WERNER ENTERPRISES AND
KEITH B. WARNER

FILED *cc*
01/10/07 BY CLA
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

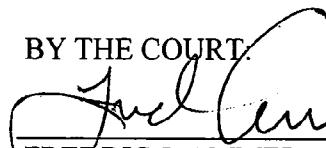
Frederick M. Neiswender, Esquire

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
in 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

COURT OF COMMON PLEAS OF

Plaintiff,

CLEARFIELD COUNTY

vs.

NO: 04-1945-CD

WERNER ENTERPRISES, INC.
and KEITH B. WARNER,

Defendants,

vs.

CURTIS ELLIS,

Additional
Defendant.

FILED

APR 24 2006

W 13245 (W)
William A. Shaw

Prothonotary/Clerk of Courts

1 copy 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: 4/21/04

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

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

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

Plaintiff,

: TYPE OF PLEADING:
: MOTION TO CONSOLIDATE

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

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

Defendants,

v.

CURTIS ELLIS,

Additional Defendant.

: 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

KEITH B. WARNER,

Plaintiff,

v.

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

Defendants.

FILED
MAY 11 2006
NO CC
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,		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.	:	
-------------	---	--

FILED

09:33cm (v)

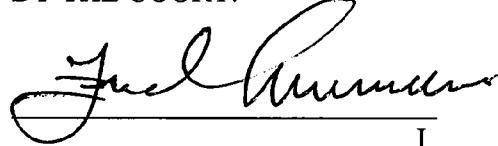
MAY 12 2006

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 Praeclipe 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 Praecept 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
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.

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

MAR 16 2005

Attest.

William B. Brown
Prothonotary/
Clerk of Courts

Penn National Insurance
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

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. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

MAR 31 2005

*RECEIVED
MAY 1 2005*

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia 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. Se avisa que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. 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.

*This case was filed
3/29/05
4/18/05*

Lleve 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 teléfono a la oficina cuya dirección se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

David S. Meholic, 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

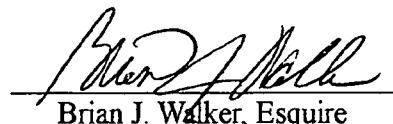
:ss

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 authorites.

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., : No. 04-1945-C.D.
A/S/O JOHN M. CAMPBELL :

Plaintiff, : TYPE OF PLEADING:
v. : ANSWER WITH NEW MATTER,
: NEW MATTER UNDER Pa.R.C.P.
: 2252(d) AND NEW MATTER UNDER
: Pa.R.C.P. 2252(a)

WERNER ENTERPRISES and : TYPE OF CASE: CIVIL
KEITH B. WARNER, : FILED ON BEHALF OF:
Defendants, : DEFENDANT KEITH B. WARNER

v. : COUNSEL OF RECORD FOR
CURTIS ELLIS, : FOR THIS PARTY:
Additional Defendant. : 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

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, : No. 04-1945-C.D.
: :
v. :
: :
WERNER ENTERPRISES and :
KEITH B. WARNER, :
: :
Defendants. :
: :
v. :
: :
CURTIS ELLIS, :
: :
Additional Defendant. :
: :

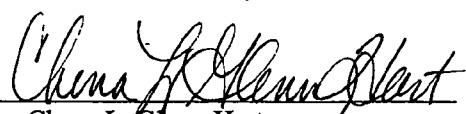
NOTICE TO PLEAD

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

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
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: 4/4-05

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 I. Glenn-Hart

Chena I. 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,

: No. 06-85-CD

Plaintiff,

:
: TYPE OF PLEADING:
: COMPLAINT

v.

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

: TYPE OF CASE: CIVIL

Defendants.

: 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
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

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
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

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

KEITH B. WARNER, : No. 06-85-CD

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
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

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
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

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. : No. 04-1945-CD
WERNER ENTERPRISES AND :
KEITH B. WARNER :
: 100-100

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, : 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.

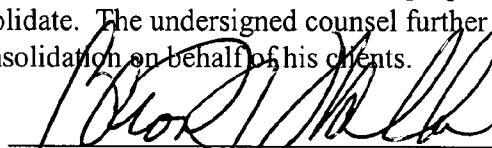
CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

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: 4/26/06



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-CD.

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

KEITH B. WARNER,

: No. 06-85-CD

Plaintiff,

v.

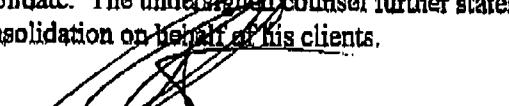
CURTIS ELLIS, WERNER ENTERPRISES,
AND JOHN M. CAMPBELL,

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

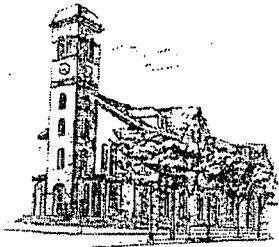
Gary N. Stewart, Esquire
Rawle & Henderson, LLP
25 North Front Street, First Floor
Harrisburg, PA 17101

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: Chena L. Glenn-Hart

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

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.

FILED

MAY 18 2006

2:00 PM
William A. Shaw
Prothonotary/Clerk of Courts

No. C1 C60

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

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

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

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

Plaintiff,

TYPE OF PLEADING:
CERTIFICATE OF SERVICE

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

Defendants,

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

v.

CURTIS ELLIS,

Additional Defendant.

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

KEITH B. WARNER,

Plaintiff,

v.

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

Defendants.

FILED

MAY 18 2006

5/18/06

William A. Shaw

Prothonotary/Clerk of Courts

W# 410

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

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

Plaintiff,

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

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

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

Defendants,

: 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

KEITH B. WARNER,

Plaintiff,

:
:

v.

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

:
:

Defendants.

:
:

MTI:5407
FILED
MAY 19 2006
uni

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. 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: 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
01/16/06
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.

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

William A. Shaw
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 Werner

William A. Shaw
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

William A. Shaw
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

Ys.

Curtis Ellis, Werner Enterprises, and John M. Campbell

No. 06-85-CD

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.

the Ptolemaic within twenty (20) days.


Chairman
Frederick M. Perswender
Linda C. Elkins

Sworn to and subscribed before me this
25th/day of May, 2006. *M*

Prothonotary

AWARD OF ARBITRATORS

Now, this 25 day of May, 2016, 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 Becht Werner
Paul C. H. May Chairman
Frederick M. Neiswender
Linda A. Lewis

(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

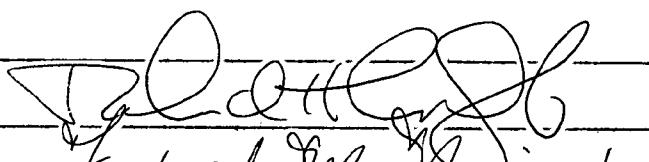
In favor of π against Δ Werner
Enterprises \$64 24.95
(campbell)
+ Curtis Ellis

In favor of Δ Keith Werner,

No. 06-85-C.D

In favor of π against Δ
Curtis Ellis + Werner Enterprises
2846.20

In favor of Δ John Campbell


Frederick M. Newmeyer
Linda C. Bleier

FILED

MAY 25 2006

William A. Shaw
Prothonotary/Clerk of Courts

return of service
for summons
1/20/06

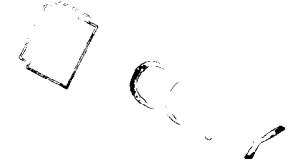
Penn National Insurance a/s/o and
John M. Campbell

: 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.

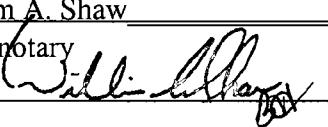
Summary: 04-1945-CD and 06-85-CD

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.



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

RECEIVED

MAY 16 2006

COURT ADMINISTRATORS
OFFICE

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

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

CONDREN 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 CONDRIN 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			2.2	
3		O/H rear bumper				
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 CADILLAC 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			<u>3.0</u>	
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			<u>8.0</u>	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			<u>0.3</u>	
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
<hr/>		
SUBTOTAL		\$ 3094.68
Sales Tax	\$ 2747.18 @ 6.0000%	164.83
<hr/>		
GRAND TOTAL		\$ 3259.51

ADJUSTMENTS:

Deductible		200.00
<hr/>		
CUSTOMER PAY		\$ 200.00
INSURANCE PAY		\$ 3059.51

03/26/2004 at 03:03 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

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. 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 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				
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 CADILLAC 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					
23	R&I	RT Belt molding			-1.5		
24*	Rpr	RT Inner qtr panel			0.3		
25	Repl	RT Liner front	1	39.69	3.0		
26	Repl	RT Liner rear	1	41.24	0.3		
27* S01	Rpr	RT Outer wheelhouse			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			0.4		
36 S01		Add for Clear Coat			1.0	0.5	
37# S01		CLEAN AND RETAPE MLDG.	1	2.00	0.1		
38*	R&I	RT Handle, outside			0.2		
39	R&I	RT R&I trim panel			0.3		
40#		CAR COVER	1	5.00	0.5		
41#		FLEX ADDITIVE	1	10.00	0.3		
42#	Repl	CORROSION PROTECTION	1	15.00	0.3		
43#		HAZARDOUS WASTE REMOVAL	1	3.50	0.3		
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	3.0		
56 S01	Repl	LT Lower cntrl arm	1	931.63	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 LKQLine 20 : LKQ YERTY 375.00
LKQ STOYSTOWN 400.00Line 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 AVAIL 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	SO1	Repl LT Rear cover	1	-52.00	-0.2	-0.5
47*	SO1	Repl LT Rear cover	1	<u>55.97</u>	0.2	0.5
ADDED ITEMS						
6	SO1	Repl Center support	1	109.83	Incl.	
7*	SO1	Repl RT Bumper cover nut	4	<u>15.20</u>	Incl.	
8*	SO1	Repl RT Pin retainer	1	<u>4.02</u>	Incl.	
9*	SO1	Repl RT Bumper cover cap	4	<u>19.40</u>	Incl.	
27*	SO1	Rpr RT Outer wheelhouse			3.0	0.3
35*	SO1	Rpr RT Body side mldg			<u>1.0</u>	0.5
36	SO1	Add for Clear Coat				0.1
37#	SO1	CLEAN AND RETAPE MLDG.	1	2.00	0.2	
45	SO1	Repl RT Bezel	1	14.65		
50	SO1	REAR BODY & FLOOR				
51*	SO1	Rpr Rear body panel			<u>2.0</u>	1.2
52	SO1	Overlap Major Adj. Panel				-0.4
53	SO1	Add for Clear Coat				0.2
54	SO1	REAR SUSPENSION				
55	SO1	Repl RT Lower cntrl arm	1	931.63	m	3.0
56	SO1	Repl LT Lower cntrl arm	1	931.63	m	3.0
57#	SO1	Repl RT BEARING	1	70.14	0.4	
58#	SO1	Repl LT BEARING	1	70.14	0.4	
59#	SO1	Subl 4 WHEEL ALIGNMENT	1	59.95	T	
60	SO1	FRONT SUSPENSION				
N	61*	Rpr Susp crossmember			s	<u>1.0</u>
	62	SO1 BACK GLASS				
	63	SO1 Repl Upper molding	1	39.78	Incl.	
N	64#	SO1 overnight charges for bearings	1	14.50		

Subtotals ==> 2286.84 14.0 1.9

Line 61 : FRONT CROSMEMBER SHIFTED, WOULD NOT ALIGN.
HAD TO LOOSEN CROSMEMBER 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 LKO AVAIL AT MUELLERS TOLL 846-1285

LKO AVAIL AT VERTY 695-8070 BUT NOT ONCE PAST 10PM

24Q AVAIL AT TERTI 635-8079 BUT NOT COST EFFECTIVE ROD
LKO AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE ROD

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:

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
<hr/>		
SUBTOTAL	\$ 2720.13	
Sales Tax	\$ 2720.13 @ 6.0000% 163.21	
<hr/>		
TOTAL SUPPLEMENT AMOUNT	\$ 2883.34	
<hr/>		
NET COST OF SUPPLEMENT	\$ 2883.34	

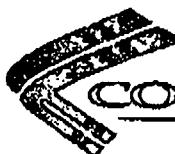
Estimate 3259.51 ROBERT STEVER
Supplement \$1 2883.34 ROBERT STEVER

Job Total \$ 6142.85

CUSTOMER PAY \$ 200.00
INSURANCE PAY \$ 5942.85



Cadillac



CONDIRIN

SUBARU

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

NO	19798	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
MILEAGE	38522	WEIGHT 20000	FIRST USE 00/00/00	DEC.	PLATED 03/26/04 8648
SEE ALSO				RECD (814) 941-0718 (814) 312-2087	WORKED TARA

(1) BODY-BODY REPAIRS

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

Labor	C	1604.10
9131963	FASCIA	1 447.46
24445685	PANEL	1 475.42
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
SCREW FRT BMP	MATERIALS	1 .25
90460339	MOLDING	1 39.78
FREIGHT	OVERNIGHT	1 14.50
90363767	BEZEL	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

(67-5305 ROBERT-)

Labor	C	444.60
CLEAN&RETAPE M MATERIALS	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

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 or 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.

Page 1 of 2 Reprint (1)

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.

19798

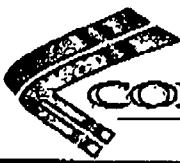
Job 19798

Customer Copy

CUSTOMER



Cadillac



CONDIRIN

SUBARU®

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

NO	19798	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	INSTR 00/00/00	EXC	CLOSED 03/26/04
SEE ALSO					REF B648 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



DISCLAIMER OF WARRANTIES	TERMS	W.C	MT	(CUSTOMER)																		
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 or 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.	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.			<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

May. 16. 2006 10:30AM

No. 3204 P. 13.

02/12/2004 16:55 FAX 8142396088

HOME PRIDE

4002

HERTZ - DUBOIS HERTZ SYSTEM LICENCEE 814-328-5204
DUBOIS JEFFERSON COUNTY APT. RD 2 BOX 90 B, REYNOLDSVILLE, PA 15851
RENTAL : 02/07/04 11.00 REYNOLDSVILLE 96569-11 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

0000/VEH: 94565/0449488 2003 COROLLA 03 NLIC: DGE84597 VEH CLASS: C MI CHG (T) \$ 0.00

LDW DECLINED AT \$21.99 PER DAY	MI IN:	18284	ADJUSTMENT	\$ 0.00
LIS NOT AVAI 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) \$ 231.96
\$ 140 PER MI & 4.250 PER GL	MI ALLOWED:	184	DISCOUNT 00%	-\$ 0.00
FUEL OUT: B/B FUEL IN: B/B	MI CHARGED:	0	INTER CITY	(T) \$ 0.00

ADDITIONAL CHARGES: PLAN IN: ICAH(T) \$ 115.99 / DAYS ADDL CHARGES \$ 0.00
PLAN OUT: ICAH \$ 39.99 / FX 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 0000000000002238 AUTH: 325.62/118856
RETURN FORM OF PAYMENT: MC 0000000000002238 AUTH: 325.62/118856

DÉPOSIT
CHARGED ON MO

THANK YOU FOR RENTING FROM HERTZ

PREPARED BY: DBM COMPLETED BY: DCH
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

May. 16. 2006 10:30AM

No. 3204 P. 14

Adjutant: Susan Tempest

Coverage: AUTO PHYSICAL DAMAGE COLL **Loss Type: Collision**

Claimant Name: JOHN M & KAREN M CAMPBELL

PAYMENT	ISSUE DATE	ACTION	AMOUNT	PAYEE	CHECK NUM	RESERVE TYPE	MONETARY 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	CONDRI N OLDS CADILLAC INC	10500003011	LOSS	Loss Payment			INS DRP

TOTAL PAYMENT

Adjusser: Susan Tempest

Coverage: RENTAL REIMB/EXTEND TRANSPORT Loss Type: Rental Reimbursement

PAYMENT	ISSUE DATE	ACTION	AMOUNT PAYEE	CHECK NUM	RESERVE TYPE	MONETARY TYPE	FROM DATE	TO DATE	INVOICE NUM
	04/05/2004	PYMT	\$282.10 JOHN M CAMPBELL	10900003103	LOSS	Loss Payment			
TOTAL PAYMENT									
						\$282.10			



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

RECEIVED
MAY 18 2006
CLEARFIELD COUNTY
COURT ADMINISTRATOR'S
OFFICE

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/nc

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, : No. 04-1945-C.D.

v.

WERNER ENTERPRISES and
KEITH B. WARNER,

RECEIVED

MAY 18 2006

COURT ADMINISTRATORS
OFFICE

Defendants.

v.

CURTIS ELLIS,

Additional Defendant.

KEITH B. WARNER, : No. 06-85-CD

Plaintiff,

v.

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

Defendants.

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 Voyager 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
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	MILEAGE	146,937
CONDITION		VIN	1P4GH44RXPX537348
LICENSE #	ELX2669	CODE	0661
LICENSE STATE	PA	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*				4
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
 PAINT MATERIAL

LOG 475 -0

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
ESTIMATE SUMMARY PAGE
DEAN DUNWORTH

02-11-04 2:45 PM

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: MULTIPLEADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330ADP
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 3711 150780

Applicable Tax: 6.000% \$151.20

Title Fee: _____

Transfer Fee: 55.00Deductible: 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: MULTIPLEADP/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: _____

VIN SOURCE 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

2875

TRANSMISSION: 4 Speed Automatic

0

0

EQUIPMENT:

Equipment Subtotal

0

Mileage: 146,937

-600

Adjusted Totals

2275

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

02/12/04 11:25
Via: MULTIPLEADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330

ADP

Page 3
Version: 2

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		\$1,830
Year	1993	1993	
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	Running Boards	50
		Intermittent Wipers	
	Rear Window Wiper/Washe	Sunscreen Glass	40
	Airbag Restraint	Rear Window Wiper/Washe	
	Luggage Rack	Airbag Restraint	
	Tinted Glass	Tinted Glass	-15
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 Wear

02/12/04 11:25
Via: MULTIPLEADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330Page 4
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: MULTIPLEADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330

ADP

Page 5
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/descoloring/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
Via: MULTIPLE

ADP/AUTOSOURCE INSTANT VALUATION
Request Number: 12339330

ADP

Page 6
Version: 2

- COLOR-DARK BLUE,
- MILEAGE 146,937
- VEHICLE LOCATION @ ZIMMERMAN TOWING RT 219.NORTH OF 180 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.

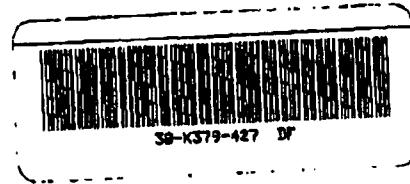
DAVIS AUTO SALVAGE AUCTION
 ROUTE 22 WEST PO BOX 479
 EBENSBURG PA 15931
 814-472-5392

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
<hr/>		
TOTAL ADVANCE CHARGES:		370.00 (PREPAID)
<hr/>		
BID AMOUNT:	:	275.00
SELLER FEE:	:	25.00
TITLE FEE.:	:	0.00
EXPENSE....:	:	0.00
<hr/>		
SALE PROCEEDS AMOUNT:		250.00
MINUS PREPAID ADV CHGS:		-370.00
<hr/>		
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 TRUTH IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDE A FALSE STATEMENT MAY RESULT IN FINE AND/OR IMPRISONMENT.

A. ASSIGNMENT OF SALVAGE

<p><i>Benjamin R. Davis</i></p> <p>State Farm Mutual Automobile Co.</p>		<p>PURCHASER OR PLATE HOLDER NAME CO-PURCHASER</p> <p>STREET ADDRESS</p> <p>CITY</p> <p>STATE</p> <p>PURCHASE PRICE OR AMOUNT PAID</p> <p>PURCHASER SIGNATURE</p>
--	--	---

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

<p><i>Benjamin R. Davis</i></p>		<p>PURCHASER OR PLATE HOLDER NAME CO-PURCHASER</p> <p>STREET ADDRESS</p> <p>CITY</p> <p>STATE</p> <p>PURCHASE PRICE OR AMOUNT PAID</p> <p>PURCHASER SIGNATURE</p>
---------------------------------	--	---

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

<p><i>Benjamin R. Davis</i></p>		<p>PURCHASER OR PLATE HOLDER NAME CO-PURCHASER</p> <p>STREET ADDRESS</p> <p>CITY</p> <p>STATE</p> <p>PURCHASE PRICE OR AMOUNT PAID</p> <p>PURCHASER SIGNATURE</p>
---------------------------------	--	---

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

<p><i>Benjamin R. Davis</i></p>		<p>PURCHASER OR PLATE HOLDER NAME CO-PURCHASER</p> <p>STREET ADDRESS</p> <p>CITY</p> <p>STATE</p> <p>PURCHASE PRICE OR AMOUNT PAID</p> <p>PURCHASER SIGNATURE</p>
---------------------------------	--	---

MV5 (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-120B WITH APPROPRIATE FEE
- 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 1st Pennsylvania Salvage Dealer/Scrap Processor 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 repaired or reconstructed.

DATE FLATTENED, CRUSHED OR PROCESSED

SIGNATURE OF SALVAGE DEALER/SCRAP PROCESSOR

DATE

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

272

82-458499900102-C-001

JFUGM44RXP163724W

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

SW

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROCD. RATE

7/1/04

ODOM. MILES

A. ODOM. STATUS

50%6/92

7/1/04

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

15

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

A. ASSIGNMENT OF TITLE

We certify, to the best of my/our knowledge that the odometer reading is **38-K379-427-01** 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 ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWEORN
TO BEFORE ME:

NO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

LAST FIRST M.I.

State Farm Mutual Automobile Insurance Company

610 Davis Auto Salvage Auction - Claim #

38-K379-427-01

P.O. Box 479, State Farm Mutual Automobile Insurance Company, State Farm, IL 61730

Phone: 800-338-3388

Fax: 800-338-3389

www.statefarm.com

Customer Service: 1-800-338-3388

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 1st

day of April 2004

Subscribed and sworn to before me this 1st
day of April 2004.

Melanie A. Bove
Notary Public

My Commission expires 20

J. Keith B. Warner

(Print Name of Owner)

J. Keith 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

Westmont 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



38-K379-427 IE

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
C10S

ZIMMERMAN TOWING

24 Hour Emergency Service
Dubois - Brockway Road

R.D. 1, Box 4 • Falls Creek, PA 15840 • 814-371-4712

DATE 9/00	TIME 2-7	REQUESTED BY PSP	P.O. NO.
NAME		PHONE	
ADDRESS			
CITY		STATE	ZIP
LOCATION OF VEHICLE 104 West			
YEAR, MAKE, MODEL 93 Dodge CARAVAN	YEAR, MAKE, MODEL 93 Dodge CARAVAN	COLOR Blue	OTHER
STATE PA	LIC. PLATE NO. E1X 2669	VEHICLE I.D. NO. 1P4GH44RXPS33348	REGISTERED OWNER
MILEAGE		SERVICE TIME	
FINISH	FINISH	EXTRA PERSON	FINISH
START	START	START	START
TOTAL	TOTAL	TOTAL	TOTAL
SERVICE		SPECIAL EQUIPMENT	
<input checked="" type="checkbox"/> ACCIDENT	<input type="checkbox"/> ABANDONED	<input type="checkbox"/> FLAT TIRE	<input type="checkbox"/> SINGLE LINE WINCHING
<input type="checkbox"/> ARREST	<input type="checkbox"/> STOLEN CAR	<input type="checkbox"/> OUT OF GAS	<input type="checkbox"/> DUAL LINE WINCHING
<input type="checkbox"/> UNREGISTERED	<input type="checkbox"/> BREAK DOWN	<input type="checkbox"/> IMPOUNDED	<input type="checkbox"/> SNATCH BLOCKS
<input type="checkbox"/> TOW ZONE	<input type="checkbox"/> LOCK OUT	<input type="checkbox"/>	<input type="checkbox"/> SCOTCH BLOCKS
<input type="checkbox"/> SNOW REMOVAL	<input type="checkbox"/> START	<input type="checkbox"/>	<input type="checkbox"/> DOLLY
TYPE OF TOW		VEHICLE TOWED TO	
<input type="checkbox"/> SLING HOIST TOW	<input type="checkbox"/> TOWED PER ORDER OF	FIRST TOW Zimmerman	
<input checked="" type="checkbox"/> FLAT BED RAMP	<input type="checkbox"/> STATE POLICE	SECOND TOW	
<input type="checkbox"/> WHEEL LIFT	<input type="checkbox"/> LOCAL POLICE		
<input type="checkbox"/>	<input type="checkbox"/> OWNER		
<input type="checkbox"/>	<input type="checkbox"/> DEALER		
STORAGE FROM		TOWING CHARGE 120.00	
2/7 To 2/18 Days @ \$ 15.00		MILEAGE CHARGE	
PAID BY		EXTRA PERSON	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK LIC. NO.		<input type="checkbox"/> SPECIAL EQUIPMENT	
<input type="checkbox"/> CREDIT CARD <input type="checkbox"/> MC <input type="checkbox"/> VISA DATE		<input type="checkbox"/> LABOR CHARGE	
CIC NO.		STORAGE 180.00	
OPERATOR'S SIGNATURE DATE			
TRUCK NO.		SUB-TOTAL	
AUTHORIZED SIGNATURE DATE		TAX	
VEHICLE RELEASED TO DATE		TOTAL 300.00	

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

Thank You

8639

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

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)

1304935 v.1

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	:	COURT OF COMMON PLEAS OF
JOHN M. CAMPBELL	:	
Plaintiff,		CLEARFIELD COUNTY
vs.	:	NO: 04-1945-CD
WERNER ENTERPRISES, INC.	:	
and KEITH B. WARNER,	:	
Defendants,		
vs.	:	
CURTIS ELLIS,	:	
Additional	:	
Defendant.	:	

MAY 19 2006
COURT ADMINISTRATION'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: 5/14/04



**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 18 2006*

*COURT ADMINISTRATION
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

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

NOV 18 2006

COURT ADMINISTRATIVE
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

CONDIN 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: CONDRIN 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			2.2	
3		O/H rear bumper				
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				<u>3.0</u>	
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				<u>0.3</u>	
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
<hr/>			
SUBTOTAL		\$ 3094.68	
Sales Tax	\$ 2747.18	@ 6.0000%	164.83
<hr/>			
GRAND TOTAL		\$ 3259.51	
 ADJUSTMENTS:			
Deductible		200.00	
<hr/>			
CUSTOMER PAY		\$ 200.00	
INSURANCE PAY		\$ 3059.51	

03/26/2004 at 03:03 PM
36939

Job Number: 357

CONDIN 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

Inspect CONDRIN 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 Int:
VIN: W06VR54R8YR007482 **Lic:** EPW0349 **PA** **Prod Date:** 09/1999 **Odometer:** 38234
 Air Conditioning Rear Defogger
 Cruise Control Intermittent Wipers
 Climate Control Keyless Entry
 Body Side Moldings Dual Mirrors
 Fog Lamps Clear Coat Paint
 Power Brakes Power Windows
 Power Driver Seat Power Mirrors
 AM Radio FM Radio
 Cassette Search/Seek
 Driver Air Bag Passenger Air Bag
 4 Wheel Disc Brakes Leather Seats
 Automatic Transmission Overdrive
 Tilt Wheel
 Auto Level
 Steering Wheel Controls
 Traction Control
 Power Steering
 Power Locks
 Power Trunk/Tailgate
 Stereo
 Anti-Lock Brakes (4)
 Front Side Impact Air Bag
 Bucket Seats
 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	<u>RT Bumper cover cap</u>	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					
23	R&I	RT Belt molding			-1.5		
24*	Rpr	RT Inner qtr panel			0.3		
25	Repl	RT Liner front	1	39.69	3.0		
26	Repl	RT Liner rear	1	41.24	0.3		
27* S01	Rpr	RT Outer wheelhouse			0.3		
28		REAR DOOR			3.0		0.3
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	<u>1.0</u>
	62	S01 BACK GLASS					
N	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:

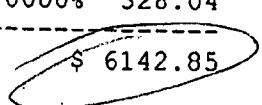
NO LKQ AVAIL AT MUELLERS TODD 946-1295

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	<u>55.97</u>		0.2	0.5
----- ADDED ITEMS -----							
6	S01	Repl Center support	1	109.83		Incl.	
7*	S01	Repl RT Bumper cover nut	4	<u>15.20</u>		Incl.	
8*	S01	Repl RT Pin retainer	1	<u>4.02</u>		Incl.	
9*	S01	Repl RT Bumper cover cap	4	<u>19.40</u>		Incl.	
27*	S01	Rpr RT Outer wheelhouse				3.0	0.3
35*	S01	Rpr RT Body side mldg				<u>1.0</u>	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				<u>2.0</u>	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*	Rpr Susp crossmember				s	<u>1.0</u>
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

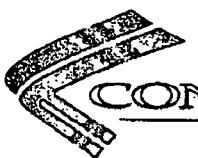
LKQ AVIAL AT STOYSTOWN 18003588770 BUT NOT COST EFFECTIVE TERRY

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
<hr/>		
SUBTOTAL		\$ 2720.13
Sales Tax	\$ 2720.13 @ 6.0000%	163.21
<hr/>		
TOTAL SUPPLEMENT AMOUNT		\$ 2883.34
<hr/>		
NET COST OF SUPPLEMENT		\$ 2883.34
Estimate	3259.51 ROBERT STEVER	
Supplement S1	2883.34 ROBERT STEVER	
<hr/>		
Job Total	\$ 6142.85	CUSTOMER PAY \$ 200.00
		INSURANCE PAY \$ 5942.85

*Cadillac***CONDIRIN****SUBARU**400 EAST PLANK ROAD • ALTOONA, PENNSYLVANIA 16602 • 814-944-8185 • 800-228-3428 • FAX 814-944-9821 • www.condirinsubaru.com

NO	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
MILES IN	38522	MILES OUT	20000	FIRST USE	00/00/00	USC.
SEE ALSO					RES. (814) 941-0718 ^{PLS.}	WRITER TARA

(1) BODY-BODY REPAIRS

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

Labor	C	1604.10
9131963	FASCIA	1 447.46
24445685	PANEL	1 475.42
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
SCREW FRT BMP	MATERIALS	1 .25
90460339	MOLDING	1 39.78
FREIGHT	OVERNIGHT	1 14.50
90363767	BEZEL	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

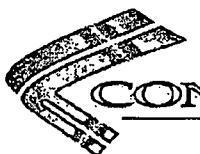
(67-5305 ROBERT-)

Labor	C	444.60
CLEAN&RETAPE MLMATERIALS	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

	W/C	INT	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 or 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***CONDRI****SUBARU**400 EAST PLANK ROAD • ALTOONA, PENNSYLVANIA 16602 • 814-944-8185 • 800-228-3428 • FAX 814-944-9821 • www.condrinsubaru.com

RD	VN	19798	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	MAKE	2000	CADILLAC	135 FREDERICK RD	TIME IN	12:23
MILES IN	MODEL	38522	CATERA	ALTOONA PA 16602	CLOSED	03/26/04 8648
MILES OUT	YEAR	20000	FIRST USE	00/00/00	WRITER	TARA
SEE ALSO				RES (814) 941-0718 ^{bus} (814) 312-2087		

(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
DISCLAIMER OF WARRANTIES	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.		
Any warranties on the products 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 or 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.			
Page 2 of 2 008 19798	Reprint (1)		
19798	Customer Copy		
			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

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: DGB4597 VEH CLASS: C MI CHG (T) \$ 0.00

LDW DECLINED AT \$21.99 PER DAY MI IN: 18284 ADJUSTMENT \$ 0.00
ITS NOT AVAI AT \$12.95 PER DAY MI OUT: 18100

LIS NOT AVAI AT \$12.50 PER DAY 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: B/B FUEL IN: B/B MI CHARGED: 0 INTER CITY (T) \$ 0.00
ACCR. FEE (T) \$ 25.52

PLAN: IND - 100A(T) \$ 115.00 / DAYS ACFR FEE (1) \$ 25.32
ADJL CHARGES \$ 0.00

ADDITIONAL CHARGES: PLAN IN: 1CAH(1) 9 115.99 / DAYS ADULT CHARGES + 0.00

PLAN UNIT: 1CAH 55.99 / EX HOUR MISC
RATE CLASS: C 0.00 / EX DAY

RATE CLASS: 0-00 / EX WEEK LIS (NT) \$ 0.00

\$ 0.00 / MI PAI, PEC (NY) \$ 0.00

PLATEAU LUMIÈRE (MÉTAL) 600 x 1200 mm

PA STATE TAX (NT) \$ 4.00

TAXABLE SUBTOTAL \$ 257.50

TAXABLE SUBTOTAL \$ 237.50
TAX 8.000% \$ 20.60

TAX 8.00% ✓ 20.00
TOTAL CHARGES \$ 282.11

RENTAL FORM OF PAYMENT: MC XXXXXXXXX2238 AUTH: 325.62/118856 DEPOSIT \$ 0.00
RETURN FORM OF PAYMENT: MC XXXXXXXXX2238 AUTH: 325.62/118856 CHARGED ON MC \$ 282.1

THANK YOU FOR RENTING FROM HERTZ

PREPARED BY: DBM COMPLETED BY: DCH
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

Adjuster: Susan Tempest

Claimant Name: JOHN M & KAREN M CAMPBELL Coverage: AUTO PHYSICAL DAMAGE COLL Loss Type: Collision

<u>PAYMENT</u>	<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>
	02/12/2004	PYMT	\$8.00	Pennsylvania State Police	1050000598	LOSS	Loss Payment			
	04/02/2004	PYMT	\$5,942.85	CONDREN OLDS CADILLAC INC	10500003011	LOSS	Loss Payment			INS DRP
LOSS			\$5,950.85							
TOTAL PAYMENT			\$5,950.85							

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

<u>PAYMENT</u>	<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>
LOSS	04/05/2004	PYMT	\$282.10	JOHN M CAMPBELL	1050003103	LOSS	Loss Payment			
			<hr/> <u>\$282.10</u>							
				TOTAL PAYMENT						