



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff,

vs.

BRUCE K. BARRETT,

Defendant, and

ROBERT MAINES,

Defendant.

: NO. 07-1636-CD

: COMPLAINT IN CIVIL ACTION -  
: LAW

: COUNSEL OF RECORD FOR  
: PLAINTIFF:

: RYAN S. FRITZ, ESQUIRE  
: PA Supreme Court ID No. 85166

: TOMB, MACK & KAUFFMAN, L.L.P.  
: 52 South Ninth Street  
: Indiana, PA 15701  
: Phone: (724) 357-9990  
: Fax: (724) 357-9960

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 in 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.

Court Administrator  
Court of Common Pleas of Clearfield County  
230 East Market Street  
Clearfield, PA 16830  
Phone: (814) 765-2641

FILED

OCT 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Ryan S. Fritz, Esquire

JASON D. WEAKLAND,  
  
 Plaintiff,  
  
 vs.  
  
 BRUCE K. BARRETT,  
  
 Defendant, and  
  
 ROBERT MAINES,  
  
 Defendant.

1. Plaintiff, Jason Daniel Weakland, is an adult individual, residing at 211 Crawford Avenue, P.O. Box 475, Northern Cambria, Pennsylvania, 15714.
2. Defendant, Bruce K. Barrett, is an adult individual, with last known address of 15145 Tyrone Pk., P.O. Box 115, Curwensville, Pennsylvania, 16833.
3. Defendant, Robert Maines, is an adult individual, residing at 8375 Douglas Road, Olanta, Pennsylvania, 16863.
4. The events hereinafter described occurred on October 12, 2005, at approximately 4:21 PM, in Ferguson Township, Clearfield County, Pennsylvania, on S.R. 729 (Beech Creek Avenue and Old Station Road).

5. At all relevant times, the Plaintiff was the operator of a 2000 GMC Sierra automobile, traveling in a southerly direction on S.R. 729.

6. At all relevant times, Defendant Bruce K. Barrett was the operator of a 2003 Dodge Dakota automobile, traveling in a northerly direction on S.R. 729.

7. At all relevant times, Defendant Robert Maines was the registered owner of the 2003 Dodge Dakota automobile operated by Defendant Barrett.

8. On or about October 12, 2005, at approximately 4:21 PM, the Plaintiff, Jason Daniel Weakland, sustained injuries, as more fully described in this Complaint, in the following manner: As Plaintiff was traveling south along S.R. 729, Defendant Barrett, was traveling north on SR 729 in the vehicle owned by Defendant Maines. While traveling north, Defendant Barrett crossed over the double yellow center line in the vehicle owned by Defendant Maines into the southbound lane of travel and struck the Plaintiff's vehicle head on in the southbound lane of travel. In complete disregard for the safety of others and laws of the Commonwealth, Defendant Barrett, caused Defendant Maines' vehicle, which Barrett was operating, to travel across the double yellow center line of the roadway into the oncoming lane, and collided with the vehicle operated by Plaintiff. The impact took place on the road surface. As a result of the Defendants' negligence and recklessness, the Plaintiff was thrown forward during impact with such force and violence as to cause injury and loss.

9. At all times material hereto, the Plaintiff wore a safety belt, acted with due care, and was not comparatively negligent.

10. On or about the aforesaid date and at the aforesaid time and place, the vehicle owned by Defendant Maines and operated by Defendant Barrett caused Plaintiff's injuries as more fully set forth below.

11. The collision and injuries described in the Complaint were directly and proximately caused by the negligent, careless, and reckless conduct of the Defendant, Bruce K. Barrett in that he:

(a) operated Defendant Maines' vehicle in disregard of the rules of the road, the ordinances of Ferguson Township, and the laws of the Commonwealth of Pennsylvania, including but not limited to: Driving on Roadways Laned For Traffic (75 Pa.C.S.A. § 3309); Careless Driving (75 Pa.C.S.A. § 3714); Reckless Driving (75 Pa.C.S.A. § 3736); and Driving at Unsafe Speeds (75 Pa.C.S.A. § 3361);

(b) continued to operate Defendant Maines' vehicle in a direction and at a speed, when he saw and/or knew or, in the exercise of reasonable diligence should have seen and/or known that further operation in such a direction and/or at such a rate of speed would result in an accident;

(c) operated Defendant Maines' vehicle without due regard to the safety of the Plaintiff;

(d) failed to have Defendant Maines' vehicle under the proper control so as to prevent the vehicle from leaving his lane of travel;

(e) failed to keep a proper outlook for traffic signs and lanes of traffic;

(f) failed to use the standard of care, which he owed to Plaintiff at the time of the accident, under the circumstances;

(g) operated Defendant Maines' vehicle at an excessive rate of speed, under the circumstances;

(h) failed to keep Defendant Maines' vehicle within the lanes of traffic;

(i) failed to take evasive action in order to avoid an accident;

(j) failed to apply or operate the brakes in such a manner so as to stop Defendant Maines' vehicle in such a manner so as to avoid an accident;

(k) operated Defendant Maines' vehicle in a dangerous, reckless, and negligent manner under the conditions then and there present; and

(l) committed such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery and/or at trial.

12. The collision and injuries described in the Complaint were directly and proximately caused by the negligent, careless, and reckless conduct of the Defendant, Robert Maines in that he:

(a) was acting as agent of Defendant Barrett at the time and place of the accident;

(b) failed to use the standard of care, which he owed to Plaintiff at the time of the accident, under the circumstances;

(c) failed to have his vehicle in an appropriate condition to operate safely at the time he delivered possession and/or use of it to Defendant Barrett; and

(d) committed such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery and/or at trial.

13. As a result of the negligent, careless and reckless conduct of the Defendants, the Plaintiff sustained the following injuries and/or suffers from the following conditions, all of which may be permanent:

(a) broken/dislocated patella;

(b) shattered femur;

(c) whiplash;

(d) severe, persistent migraine headaches;

- (e) bruising throughout the body;
- (f) neck strain;
- (g) stiffness;
- (h) back and neck pain;
- (i) pain in the upper leg;
- (j) discomfort in the back, neck and shoulders;
- (k) loss of sleep;
- (l) blurred vision;
- (m) anxiety;
- (n) weakness in the legs, neck, arms, shoulders, and back; and
- (o) cervical and lower lumbar sprains.

14. As a result of the aforesaid injuries, the Plaintiff has been damaged as follows:

- (a) he has suffered injuries as set forth above which are serious and potentially permanent in nature;
- (b) he has suffered, and will continue to suffer, great pain, inconvenience, embarrassment, agony, mental anguish, and depression;
- (c) he has incurred loss of sleep;
- (d) he has incurred loss of well being;
- (e) he has been forced to undergo extensive medical procedures, multiple extensive surgeries, physical therapy, drug therapy, testing and treatment; and
- (f) he has incurred great mental anxiety and nervousness.

15. As a direct and proximate result of the collision and Defendants' negligent and reckless conduct, Plaintiff has been, and in the future will be, prevented from attending to his usual duties as a Walmart shipping loader, to his great detriment, damage, and loss.

16. As a result of the motor vehicle accident more fully described in this Complaint, Plaintiff has expended, or has required to have expended on his behalf, sums of money, and in the future may be required to expend additional sums of money, in an effort to treat and cure his injuries, in an amount not yet ascertained.

17. As a result of the motor vehicle accident more fully described in this Complaint, Plaintiff has suffered a severe loss of earnings and may suffer further earning losses and loss of earning capacity.

18. As a result of the motor vehicle accident more fully described in this Complaint, Plaintiff has suffered an interruption of his daily habits and pursuits to his great and permanent detriment and loss.

19. As a direct and proximate result of the collision and Defendants' negligent and reckless conduct, Plaintiff's automobile was severely damaged to Plaintiff's detriment and financial loss.

20. Defendants, Bruce K. Barrett and Robert Maines are jointly and severally liable for the losses incurred by Plaintiff as outlined hereinabove.

### COUNT I

#### **Plaintiff v. Defendant Bruce K. Barrett**

21. The allegations contained in paragraphs 1-120 are incorporated herein by reference as though set forth at length.



22. Defendant Bruce K. Barrett is liable for Plaintiff's injuries described herein, inasmuch as Plaintiff's injuries are the direct and proximate result of Defendant, Bruce K. Barrett's negligence and recklessness as set forth.

WHEREFORE, Plaintiff demands damages from Defendant Bruce K. Barrett in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of interest and costs.

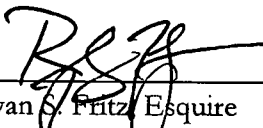
## COUNT II

### **Plaintiff v. Defendant Robert Maines**

23. The allegations contained in paragraphs 1-22 are incorporated herein by reference as though set forth at length.

24. Defendant Robert Maines is liable for Plaintiff's injuries resulting from his negligent and reckless conduct and for that of Defendant Bruce K. Barrett, inasmuch as Defendant Robert Maines was acting as the agent of Defendant Bruce K. Barrett at the time and place of the accident.

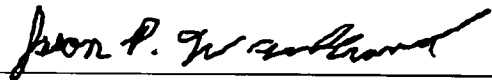
WHEREFORE, Plaintiff demands damages from Defendant Bruce K. Barrett in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of interest and costs.

  
\_\_\_\_\_  
Ryan S. Fritz Esquire  
TOMB, MACK, KAUFFMAN & FRITZ L.L.P.  
52 South Ninth Street,  
Indiana, PA 15701  
(724) 357-9990

**VERIFICATION**

I, Jason Daniel Weakland, hereby state that I am the Plaintiff in this action and that the statements of fact made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. § 4904 relating to unsworn falsification to authorities.

Date: 10-8-07

  
\_\_\_\_\_  
JASON DANIEL WEAKLAND

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

Defendants

FILED  
OCT 29 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

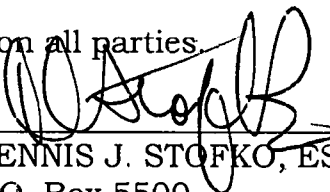
ENTRY OF APPEARANCE

Please enter my appearance for Defendants in the above matter. Papers may be served at the address listed below.

DEMAND FOR JURY TRIAL

Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as amended, a Jury Trial is demanded on all issues raised by the pleadings in this action.

I certify this Entry of Appearance and Demand for Jury Trial shall be served forthwith by ordinary mail upon all parties.

  
DENNIS J. STOFKO, ESQUIRE  
P.O. Box 5500  
Johnstown, Pa. 15904  
814 262-0064  
ID 27638

FILED

NOV 13 2007

12:55 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
no c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

Defendants

ANSWER AND NEW MATTER

Counsel of record for this party:  
Dennis J. Stofko, Esquire  
P.O. Box 5500  
Johnstown, Pa. 15904  
814 262-0054  
ID 27638

TO THE PLAINTIFF:

You are hereby notified to reply  
to the enclosed New Matter within  
20 days of service hereof or a default  
judgment may be entered against you.

ANSWER AND NEW MATTER

NOW COME the Defendants, by and through counsel, Dennis J. Stofko and files the following Answer and New Matter.

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

6. Admitted.

7. Admitted.

8. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

9. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

10. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

11. Denied. Paragraph 11 contains conclusions of law to which no responsive pleading is required.

12. Denied. Paragraph 12 contains a conclusion of law to which no responsive pleading is required.

13. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

14. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

15. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

16. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

17. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

18. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

19. Denied. After reasonable investigation, the Defendants are without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

20. Denied. Paragraph 20 contains a conclusion of law to which no responsive pleading is required.

21. Denied. See previous Answers.

22. Denied. Paragraph 22 contains a conclusion of law to which no responsive pleading is required.

23. Denied. See previous Answers.

24. Denied. Paragraph 24 contains a conclusion of law to which no responsive pleading is required.

WHEREFORE, Defendants request Plaintiffs Complaint be dismissed.

NEW MATTER

25. The accident described in Plaintiffs complaint occurred on October 12, 2005 which date was subsequent to the effective date of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. CSA Chapter 17.

26. The Defendants plead the said Motor Vehicle Financial Responsibility Law as a defense to the extent that said law limits and controls Plaintiffs right to recover damages in this action.

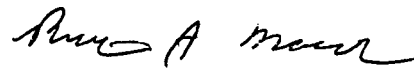
WHEREFORE, Defendants request judgment on their behalf.

  
\_\_\_\_\_  
DENNIS J. STOPKO, Attorney  
For Defendants



I, Robert Maines, do hereby state that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. CSA 4904 relating to unsworn falsification to authorities.



---

Robert Maines

Dated: 10-2-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

Defendants

FILED

m 11:07 AM  
DEC 19 2007


no cc

LSM

William A. Shaw  
Prothonotary/Clerk of Courts

I, Bruce K. Barrett, do hereby state that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. CSA 4904 relating to unsworn falsification to authorities.

  
Bruce K. Barrett

Dated: 11-21-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103280  
NO: 07-1636-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: JASON D. WEAKLAND

vs.

DEFENDANT: BRUCE K. BARRETT and ROBERT MAINES

SHERIFF RETURN

NOW, October 16, 2007 AT 9:54 AM SERVED THE WITHIN COMPLAINT ON BRUCE K. BARRETT DEFENDANT AT 15145 TYRONE PK, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRUCE K. BARRETT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
03:20  
FEB 06 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103280  
NO: 07-1636-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: JASON D. WEAKLAND

vs.

DEFENDANT: BRUCE K. BARRETT and ROBERT MAINES

**SHERIFF RETURN**

---

NOW, October 26, 2007 AT 11:57 AM SERVED THE WITHIN COMPLAINT ON ROBERT MAINES DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EVA MAINES, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO / DAVIS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103280  
NO: 07-1636-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: JASON D. WEAKLAND

vs.

DEFENDANT: BRUCE K. BARRETT and ROBERT MAINES

SHERIFF RETURN

RETURN COSTS

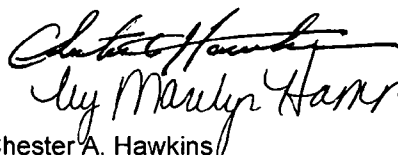
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TOMB	14876	20.00
SHERIFF HAWKINS	TOMB	14876	41.90

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff,

vs.

BRUCE K. BARRETT,

Defendant, and

ROBERT MAINES,

Defendant.

: NO. 07-1636-CD

: COMPLAINT IN CIVIL ACTION -  
: LAW

: COUNSEL OF RECORD FOR  
: PLAINTIFF:

: RYAN S. FRITZ, ESQUIRE  
: PA Supreme Court ID No. 85166

: TOMB, MACK & KAUFFMAN, L.L.P.  
: 52 South Ninth Street  
: Indiana, PA 15701  
: Phone: (724) 357-9990  
: Fax: (724) 357-9960

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 in 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.


Court Administrator  
Court of Common Pleas of Clearfield County  
230 East Market Street  
Clearfield, PA 16830  
Phone: (814) 765-2641

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

OCT 09 2007

  
Ryan S. Fritz, Esquire

Attest.

  
Prothonotary/  
Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff,

vs.

BRUCE K. BARRETT,

Defendant, and

ROBERT MAINES,

Defendant.

:  
: NO.

:  
: COMPLAINT IN CIVIL ACTION – LAW

COMPLAINT

AND NOW, COMES Plaintiff, Jason Daniel Weakland, by and through his attorney,  
Ryan S. Fritz, Esquire, alleging as follows:

1. Plaintiff, Jason Daniel Weakland, is an adult individual, residing at 211  
Crawford Avenue, P.O. Box 475, Northern Cambria, Pennsylvania, 15714.
2. Defendant, Bruce K. Barrett, is an adult individual, with last known address  
of 15145 Tyrone Pk., P.O. Box 115, Curwensville, Pennsylvania, 16833.
3. Defendant, Robert Maines, is an adult individual, residing at 8375 Douglas  
Road, Olanta, Pennsylvania, 16863.
4. The events hereinafter described occurred on October 12, 2005, at  
approximately 4:21 PM, in Ferguson Township, Clearfield County, Pennsylvania, on S.R. 729  
(Beech Creek Avenue and Old Station Road).



5. At all relevant times, the Plaintiff was the operator of a 2000 GMC Sierra automobile, traveling in a southerly direction on S.R. 729.

6. At all relevant times, Defendant Bruce K. Barrett was the operator of a 2003 Dodge Dakota automobile, traveling in a northerly direction on S.R. 729.

7. At all relevant times, Defendant Robert Maines was the registered owner of the 2003 Dodge Dakota automobile operated by Defendant Barrett.

8. On or about October 12, 2005, at approximately 4:21 PM, the Plaintiff, Jason Daniel Weakland, sustained injuries, as more fully described in this Complaint, in the following manner: As Plaintiff was traveling south along S.R. 729, Defendant Barrett, was traveling north on SR 729 in the vehicle owned by Defendant Maines. While traveling north, Defendant Barrett crossed over the double yellow center line in the vehicle owned by Defendant Maines into the southbound lane of travel and struck the Plaintiff's vehicle head on in the southbound lane of travel. In complete disregard for the safety of others and laws of the Commonwealth, Defendant Barrett, caused Defendant Maines' vehicle, which Barrett was operating, to travel across the double yellow center line of the roadway into the oncoming lane, and collided with the vehicle operated by Plaintiff. The impact took place on the road surface. As a result of the Defendants' negligence and recklessness, the Plaintiff was thrown forward during impact with such force and violence as to cause injury and loss.

9. At all times material hereto, the Plaintiff wore a safety belt, acted with due care, and was not comparatively negligent.

10. On or about the aforesaid date and at the aforesaid time and place, the vehicle owned by Defendant Maines and operated by Defendant Barrett caused Plaintiff's injuries as more fully set forth below.

11. The collision and injuries described in the Complaint were directly and proximately caused by the negligent, careless, and reckless conduct of the Defendant, Bruce K. Barrett in that he:

(a) operated Defendant Maines' vehicle in disregard of the rules of the road, the ordinances of Ferguson Township, and the laws of the Commonwealth of Pennsylvania, including but not limited to: Driving on Roadways Laned For Traffic (75 Pa.C.S.A. § 3309); Careless Driving (75 Pa.C.S.A. § 3714); Reckless Driving (75 Pa.C.S.A. § 3736); and Driving at Unsafe Speeds (75 Pa.C.S.A. § 3361);

(b) continued to operate Defendant Maines' vehicle in a direction and at a speed, when he saw and/or knew or, in the exercise of reasonable diligence should have seen and/or known that further operation in such a direction and/or at such a rate of speed would result in an accident;

(c) operated Defendant Maines' vehicle without due regard to the safety of the Plaintiff;

(d) failed to have Defendant Maines' vehicle under the proper control so as to prevent the vehicle from leaving his lane of travel;

(e) failed to keep a proper outlook for traffic signs and lanes of traffic;

(f) failed to use the standard of care, which he owed to Plaintiff at the time of the accident, under the circumstances;

(g) operated Defendant Maines' vehicle at an excessive rate of speed, under the circumstances;

(h) failed to keep Defendant Maines' vehicle within the lanes of traffic;

(i) failed to take evasive action in order to avoid an accident;

(j) failed to apply or operate the brakes in such a manner so as to stop Defendant Maines' vehicle in such a manner so as to avoid an accident;

(k) operated Defendant Maines' vehicle in a dangerous, reckless, and negligent manner under the conditions then and there present; and

(l) committed such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery and/or at trial.

12. The collision and injuries described in the Complaint were directly and proximately caused by the negligent, careless, and reckless conduct of the Defendant, Robert Maines in that he:

(a) was acting as agent of Defendant Barrett at the time and place of the accident;

(b) failed to use the standard of care, which he owed to Plaintiff at the time of the accident, under the circumstances;

(c) failed to have his vehicle in an appropriate condition to operate safely at the time he delivered possession and/or use of it to Defendant Barrett; and

(d) committed such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery and/or at trial.

13. As a result of the negligent, careless and reckless conduct of the Defendants, the Plaintiff sustained the following injuries and/or suffers from the following conditions, all of which may be permanent:

(a) broken/dislocated patella;

(b) shattered femur;

(c) whiplash;

(d) severe, persistent migraine headaches;

- (e) bruising throughout the body;
- (f) neck strain;
- (g) stiffness;
- (h) back and neck pain;
- (i) pain in the upper leg;
- (j) discomfort in the back, neck and shoulders;
- (k) loss of sleep;
- (l) blurred vision;
- (m) anxiety;
- (n) weakness in the legs, neck, arms, shoulders, and back; and
- (o) cervical and lower lumbar sprains.

14. As a result of the aforesaid injuries, the Plaintiff has been damaged as follows:

- (a) he has suffered injuries as set forth above which are serious and potentially permanent in nature;
- (b) he has suffered, and will continue to suffer, great pain, inconvenience, embarrassment, agony, mental anguish, and depression;
- (c) he has incurred loss of sleep;
- (d) he has incurred loss of well being;
- (e) he has been forced to undergo extensive medical procedures, multiple extensive surgeries, physical therapy, drug therapy, testing and treatment; and
- (f) he has incurred great mental anxiety and nervousness.

15. As a direct and proximate result of the collision and Defendants' negligent and reckless conduct, Plaintiff has been, and in the future will be, prevented from attending to his usual duties as a Walmart shipping loader, to his great detriment, damage, and loss.

16. As a result of the motor vehicle accident more fully described in this Complaint, Plaintiff has expended, or has required to have expended on his behalf, sums of money, and in the future may be required to expend additional sums of money, in an effort to treat and cure his injuries, in an amount not yet ascertained.

17. As a result of the motor vehicle accident more fully described in this Complaint, Plaintiff has suffered a severe loss of earnings and may suffer further earning losses and loss of earning capacity.

18. As a result of the motor vehicle accident more fully described in this Complaint, Plaintiff has suffered an interruption of his daily habits and pursuits to his great and permanent detriment and loss.

19. As a direct and proximate result of the collision and Defendants' negligent and reckless conduct, Plaintiff's automobile was severely damaged to Plaintiff's detriment and financial loss.

20. Defendants, Bruce K. Barrett and Robert Maines are jointly and severally liable for the losses incurred by Plaintiff as outlined hereinabove.

### **COUNT I**

**Plaintiff v. Defendant Bruce K. Barrett**

21. The allegations contained in paragraphs 1-120 are incorporated herein by reference as though set forth at length.

22. Defendant Bruce K. Barrett is liable for Plaintiff's injuries described herein, inasmuch as Plaintiff's injuries are the direct and proximate result of Defendant, Bruce K. Barrett's negligence and recklessness as set forth.

WHEREFORE, Plaintiff demands damages from Defendant Bruce K. Barrett in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of interest and costs.


### COUNT II

#### **Plaintiff v. Defendant Robert Maines**

23. The allegations contained in paragraphs 1-22 are incorporated herein by reference as though set forth at length.

24. Defendant Robert Maines is liable for Plaintiff's injuries resulting from his negligent and reckless conduct and for that of Defendant Bruce K. Barrett, inasmuch as Defendant Robert Maines was acting as the agent of Defendant Bruce K. Barrett at the time and place of the accident.


WHEREFORE, Plaintiff demands damages from Defendant Bruce K. Barrett in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of interest and costs.

  
\_\_\_\_\_  
Ryan S. Fritz Esquire  
TOMB, MACK, KAUFFMAN & FRITZ L.L.P.  
52 South Ninth Street,  
Indiana, PA 15701  
(724) 357-9990

VERIFICATION

I, Jason Daniel Weakland, hereby state that I am the Plaintiff in this action and that the statements of fact made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. § 4904 relating to unsworn falsification to authorities.

Date: 10-1-07

  
\_\_\_\_\_  
JASON DANIEL WEAKLAND

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

JASON D. WEAKLAND  
(Plaintiff)

CIVIL ACTION

(Street Address)

No. 07-1636 CD

(City, State ZIP)

Type of Case: Civil

Type of Pleading: Certificate of Readiness

VS.

Filed on Behalf of:

Bruce K. Barrett &  
(Defendant)  
Robert Maines

~~Defendants~~  
(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

Dennis J. Stofko, Esquire  
(Filed by)

P.O. Box 5500  
(Address)

Johnstown, Pa. 15904  
(Phone)

814 262-0064  
(Signature)

FILED no cc  
m/2:53201  
JUN 05 2009 @

William A. Shaw  
Prothonotary/Clerk of Courts



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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Jason D. Weakland  
\_\_\_\_\_  
\_\_\_\_\_

Case Number: 07-1636 CD

Defendant(s): Bruce K. Barrett and Robert  
Maines  
\_\_\_\_\_

**To the Prothonotary:**

Arbitration Limit: \_\_\_\_\_

Type Trial Requested:   X   Jury            Non-Jury            Arbitration

Estimated Trial Time:   1 day  

Jury Demand Filed By: Defendants

Date Jury Demand Filed: 10/26/07

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

  
(Signature)

4 June 09  
(Date)

For the Plaintiff: Ryan Fritz 724 349-2255 Telephone Number

For the Defendant: Dennis J. Stofko 814 262-0064 Telephone Number

For Additional Defendant: \_\_\_\_\_ Telephone Number

Certification of Current Address for all parties or counsel of record:

Name:	<u>Ryan Fritz</u>	Address:	<u>936 Philadelphia Ave</u>	City/State/Zip:	<u>Indiana, Pa 15701</u>
Name:	<u>Dennis J. Stofko</u>	Address:	<u>P.O. Box 5500</u>	City/State/Zip:	<u>Johnstown, Pa 15904</u>
Name:	_____	Address:	_____	City/State/Zip:	_____
Name:	_____	Address:	_____	City/State/Zip:	_____
Name:	_____	Address:	_____	City/State/Zip:	_____
Name:	_____	Address:	_____	City/State/Zip:	_____

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

JASON D. WEAKLAND

vs.

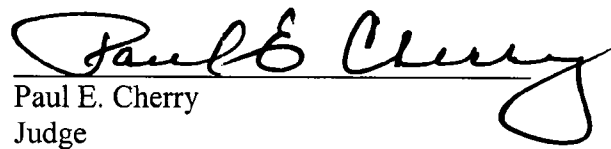
BRUCE K. BARRETT AND  
ROBERT MAINES

:  
:  
: No. 07-1636-CD  
:  
:

**ORDER**

AND NOW, this 13<sup>th</sup> day of July, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for **Thursday, September 3, 2009 at 2:00 P.M.** in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
Paul E. Cherry  
Judge

⚡ **FILED** 1009  
014:0034  
William A. Shaw  
Prothonotary/Clerk of Courts  
Fritz  
Stofko  
EW

FILED

703

WILLIAM A. SHAW  
Prothonotary/Clerk of Court

DATE: 7/13/09

     You are responsible for serving all appropriate parties.

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

     Plaintiff(s) X Plaintiff(s) Attorney      Other

     Defendant(s) X Defendant(s) Attorney

     Special Instructions:

✓

: NO. 2007-1636-CD

•  
•  
•  
•  
•  
•  
•  
•

•  
•  
•  
•  
•

•  
•  
•  
•

•  
•  
•  
•

FILED

SEP 02 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/2/09

   You are responsible for serving all appropriate parties.

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

   Plaintiff(s)   X   Plaintiff(s) Attorney    Other

   Defendant(s)   X   Defendant(s) Attorney

   Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

Defendants

**FILED**  
m 11:25/34  
JAN 04 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
NBCC  
@

**PETITION TO ENFORCE SETTLEMENT**

NOW COMES, the Defendants, Bruce K. Barrett and Robert Maines, by and through counsel, Dennis J. Stofko, and files the following Petition to Enforce Settlement in the above captioned matter.

1. Plaintiff, Jason D. Weakland, initiated the above cause of action as the result of a two (2) vehicle accident that occurred on State Route 729 (hereinafter "SR 729") in Ferguson Township, Clearfield County Pennsylvania.

2. Plaintiff alleges that on the aforesaid date, Defendant Bruce K. Barrett, while operating a vehicle owned by Defendant Robert Maines, crossed over the double yellow line of SR 729 striking the Plaintiff's vehicle.

3. As a result of the collision, Plaintiff alleges to have sustained a broken patella and femur for which he has sought damages from the Defendants.

4. Subsequent to the filing of the instant matter, the parties entered into settlement negotiations.

5. As a result of the negotiations between Plaintiff's Counsel and Defense

Counsel, a settlement in the above captioned matter was reached on or about September 1, 2009 in which Plaintiff agreed to release Defendants and discontinue the within matter in exchange for Defendant Robert Maines, insured by Donegal Insurance, tendering \$25,000.00 and Defendant Bruce Barrett, insured by State Farm Insurance, tendering \$90,000.00. A copy of a September 1, 2009 letter from Plaintiff's Counsel to this Honorable Court evidencing the settlement agreement is attached hereto and is marked as Exhibit A.

6. At the time of the aforementioned settlement agreement, Plaintiff was pursuing a claim against his underinsurance motorists (UIM) carrier. As a result of this pending UIM claim, the settlement agreement between Plaintiff and Defendants was conditioned upon Plaintiff obtaining consent from his UIM carrier to settle with Defendants. See: Exhibit A.

7. On September 3, 2009, pursuant to the terms of the aforementioned settlement agreement, Defense Counsel forwarded to Plaintiff's Counsel releases for each Defendant as well as a Praecipe for Discontinuance and requested that Plaintiff's Counsel have his client review and execute the same upon receiving consent from Plaintiff's UIM carrier. A copy of the September 3, 2009 letter from Defense Counsel to Plaintiff's Counsel as well as the releases and Praecipe for Discontinuance are attached hereto and are marked as Exhibit B.

8. On October 21, 2009, after receiving no response from Plaintiff's

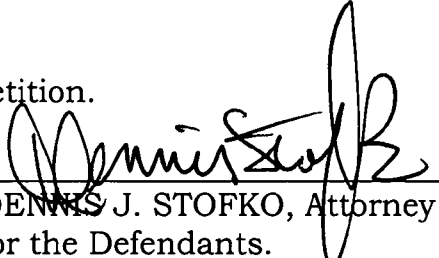
Counsel, Defense Counsel forwarded a letter to Plaintiff's Counsel requesting an update on the status of the Plaintiff's UIM claim as well as the execution of the releases and Praecipe for Discontinuance. A copy of the October 21, 2009 letter from Defense Counsel to Plaintiff's Counsel is attached hereto and is marked as Exhibit C.

9. Defendants aver that there was binding agreement to settle and discontinue this matter pursuant to the settlement agreement of September 1, 2009.

10. Defendants aver that almost three (3) months have passed since the settlement was agreed upon by the parties, and to date no response and no executed releases or discontinuance have been received from Plaintiff's Counsel.

WHEREFORE, the Defendants respectfully request that your Honorable Court enter an order directing Plaintiff to discontinue with prejudice the above captioned case against Defendants, Bruce K. Barrett and Robert Maines, and provide Defendants, Bruce K. Barrett and Robert Maines, with the following:

- a) An executed release in favor of Defendant Bruce K. Barrett in exchange for the agreed settlement of \$90,000.00, and
- b) An executed release in favor of Defendant Robert Maines in exchange for the agreed settlement of \$25,000.00.
- c) Counsel fees for the cost of preparing this Petition.

  
DENNIS J. STOFKO, Attorney  
for the Defendants.



**DELANEY, DOUGHERTY & FRITZ, P.C.**

ATTORNEYS AT LAW  
936 PHILADELPHIA STREET  
INDIANA, PENNSYLVANIA 15701  
724.349.2255  
FAX 724.349.7242

MICHAEL S. DELANEY  
PATRICK DOUGHERTY  
RYAN S. FRITZ

**September 1, 2009**

OF COUNSEL  
MICHAEL HANDLER

Hon. Paul E. Cherry, Judge  
Court of Common Pleas  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830-2448

**RE: Weakland vs. Barrett and Maines; 07-1636-CD**

Dear Judge Cherry:

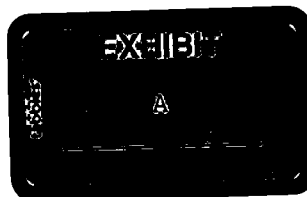
I am writing to inform you that my client has conditionally accepted an offer to settle all of the claims set forth in his Complaint in the above-referenced matter.

Dennis Stofko, Esquire and I have communicated with one another today, and we have a mutual understanding, which follows. His clients have each communicated offers to settle. Combined, the offers do not exhaust the limits of available liability insurance coverage.

My client is also presently pursuing a claim against his under-insurance carrier. A final settlement with the named defendants would preclude any potential recovery my client may receive by virtue of his under-insurance coverage. Therefore, my client has authorized me to communicate to Mr. Stofko an acceptance, strictly conditioned upon receipt of a waiver from, or a settlement with, the under-insurance carrier.

We are scheduled for a pre-trial conference with you in your chambers at 2:00 PM, Thursday, September 3. Attorney Stofko and I agree that a conference is unnecessary at this time, and therefore, I respectfully request that the conference in this matter be continued generally until the matter of the under-insurance claim has been resolved.

Should you grant my request for a continuance, I will keep the Court and Mr. Stofko informed as to the progress of my client's related under-insurance claim.



Hon. Paul E. Cherry, Judge  
September 1, 2009  
Page 2

Pursuant to your secretary's request, I will telephone your chambers tomorrow afternoon to inquire as to your decision.

I am, by facsimile transmission, sending a copy of this letter to Mr. Stofko.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan S. Fritz". The signature is fluid and cursive, with the first name "Ryan" and last name "Fritz" clearly distinguishable.

Ryan S. Fritz, Esquire

Cc: Mr. Dennis J. Stofko, Esquire

RSF/jmp

# STOFKO LAW OFFICES

---

DENNIS J. STOFKO  
MATTHEW C. MOORE

969 EISENHOWER BOULEVARD, SUITE E  
P.O. BOX 5500  
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-0615  
FAX 814-262-0905  
E-MAIL stofkoesq@stofkolaw.com

September 3, 2009

Ryan S. Fritz, Esquire  
936 Philadelphia Avenue, 2<sup>nd</sup> Floor  
Indiana, Pennsylvania 15701

Re: Jason D. Weakland vs. Bruce K. Barrett  
And Robert Maines  
No: 07-1636 CD

Dear Mr. Fritz:

Enclosed are 2 Releases regarding the above captioned matters. The first Release is on behalf of Robert Maines insured by Donegal Insurance tendering the policy limits of \$25,000 and the other Release is on behalf of Bruce Barrett insured by State Farm Insurance for \$90,000.

Once you get the consent of the UIM carrier, please have your client execute both Releases and return to my office along with the enclosed Praeceptum for Discontinuance which I ask you to execute.

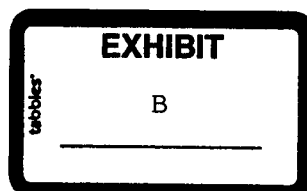
Please advise how you wish to handle the attorney's lien being asserted by Myron Tomb. Finally, please provide your tax identification number when you return the releases. I will then forward the settlement checks and file the discontinuance.

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

Sincerely,

Dennis J. Stofko

DJS/lss  
Enclosures



## RELEASE OF ALL CLAIMS

THIS INDENTURE WITNESSETH that Jason D. Weakland, an individual, in consideration of the sum of Twenty-Five Thousand (\$25,000.00) Dollars receipt of which is hereby acknowledged, do for my successors and assigns, release and forever discharge Robert Maines and Donegal Insurance and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives or assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from any act or occurrence up to the present time and particularly on account of all injuries, disability, property damage, loss or damages of any kind sustained or that we may hereafter sustain as a consequence of an accident that occurred on or about October 12, 2005 at or near State Route 729 in Ferguson Township, Clearfield County, Pennsylvania.

To procure payment of the said sum we hereby declare that we are more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced us to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from this said incident.

The Undersigned agrees as a further consideration and inducement for this compromise settlement that it shall apply to all unknown and unanticipated damages resulting from said incident, casualty or event, as well as to those now disclosed.

We understand that the parties hereby released admit no liability of any sort by reason of said incident and that said payment and settlement in full compromise is made to terminate further controversy respecting all claims for damages that we have heretofore asserted or might hereafter assert because of said incident.

By this Release, I, Jason D. Weakland, acknowledge that this settlement is in full satisfaction of all claims I may have against the parties being released and their insurers, including, but not limited to, claims for attorneys' fees, medical expense and wage loss and claims for liens that might be asserted by any employer, insurer, health care provider, Medicare or any other Federal governmental entity or State governmental entity, or any other person whatsoever. Further I, Jason D. Weakland, agree to indemnify, defend and

hold harmless the parties being released and their insurers for any and all claims made by any other employer, insurer, health care provider, Medicare or other Federal governmental entity or State governmental entity, or others as it relates to any alleged rights to any and all of the settlement proceeds or any other types of claims directly or indirectly arising from the incident or settlement of the within matter. It is further understood and agreed that the parties hereto shall bear their own record costs of suit.

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, SHALL UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE OF UP TO \$15,000.00.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2009.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_  
Jason D. Weakland  
\_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF CAMBRIA

On this the \_\_\_\_ day of \_\_\_\_\_, 2006 before me personally appeared Jason D. Weakland, known to me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

## RELEASE OF ALL CLAIMS

THIS INDENTURE WITNESSETH that Jason D. Weakland, an individual, in consideration of the sum of Ninety Thousand (\$90,000.00) Dollars receipt of which is hereby acknowledged, do for my successors and assigns, release and forever discharge Bruce K. Barrett and State Farm Insurance and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives or assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from any act or occurrence up to the present time and particularly on account of all injuries, disability, property damage, loss or damages of any kind sustained or that we may hereafter sustain as a consequence of an accident that occurred on or about October 12, 2005 at or near State Route 729 in Ferguson Township, Clearfield County, Pennsylvania.

To procure payment of the said sum we hereby declare that we are more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced us to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from this said incident.

The Undersigned agrees as a further consideration and inducement for this compromise settlement that it shall apply to all unknown and unanticipated damages resulting from said incident, casualty or event, as well as to those now disclosed.

We understand that the parties hereby released admit no liability of any sort by reason of said incident and that said payment and settlement in full compromise is made to terminate further controversy respecting all claims for damages that we have heretofore asserted or might hereafter assert because of said incident.

By this Release, I, Jason D. Weakland, acknowledge that this settlement is in full satisfaction of all claims I may have against the parties being released and their insurers, including, but not limited to, claims for attorneys' fees, medical expense and wage loss and claims for liens that might be asserted by any employer, insurer, health care provider, Medicare or any other Federal governmental entity or State governmental entity, or any other person whatsoever. Further I, Jason D. Weakland, agree to indemnify, defend and

hold harmless the parties being released and their insurers for any and all claims made by any other employer, insurer, health care provider, Medicare or other Federal governmental entity or State governmental entity, or others as it relates to any alleged rights to any and all of the settlement proceeds or any other types of claims directly or indirectly arising from the incident or settlement of the within matter. It is further understood and agreed that the parties hereto shall bear their own record costs of suit.

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, SHALL UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE OF UP TO \$15,000.00.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2009.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_  
Jason D. Weakland  
\_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF CAMBRIA

On this the \_\_\_\_ day of \_\_\_\_\_, 2009 before me personally appeared Jason D. Weakland, known to me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

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

JASON D. WEAKLAND,

Plaintiffs

Vs.

NO. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES

Defendants

**PRAECIPE FOR DISCONTINUANCE**

Please mark the above captioned matter ended, settled and forever  
discontinued.

---

RYAN S. FRITZ, Attorney for Plaintiff

---

DENNIS J. STOFKO, Attorney for Defendants

Date:



# STOFKO LAW OFFICES

---

DENNIS J. STOFKO  
MATTHEW C. MOORE

969 EISENHOWER BOULEVARD, SUITE E  
P.O. BOX 5500  
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-0615  
FAX 814-262-0905  
E-MAIL stofkoesq@stofkolaw.com

October 21, 2009

Ryan Fritz, Esquire  
936 Philadelphia Avenue 2<sup>nd</sup> Floor  
Indiana, Pennsylvania 15701

Re: Weakland vs. Barrett, et al.  
No. 07-1636 CD

Dear Mr. Fritz:

On September 3, 2009 I forwarded to you two general releases for settlement of the above matter. It was my understanding you were going to contact the UIM carrier to obtain the consent to settle before executing the documents.

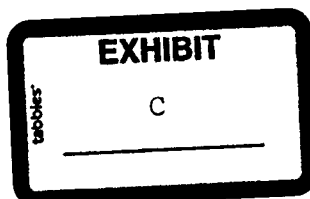
I believe more than enough time has lapsed for this to occur and consequently please advise as to the current status of this matter.

If I do not hear from you I may be forced to file a petition to enforce the settlement which I quite frankly don't want to do. However, may have no alternative. Please advise at your earliest convenience.

Sincerely,

Dennis J. Stofko

DJS/dd



**FILED**

**JAN 04 2010**

**William A. Shaw  
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

Defendants

ORDER

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2009 upon  
consideration of Defendants Petition to Enforce Settlement.

IT IS HEREBY ORDERED, DIRECTED, AND DECREED that Plaintiff  
discontinue with prejudice the above captioned case against Defendants, Bruce K.  
Barrett and Robert Maines, and provide Defendants with the following:

- a) An executed release in favor of Defendant Bruce K. Barrett in exchange for the  
agreed settlement of \$90,000.00, and
- b) An executed release in favor of Defendant Robert Maines in exchange for the  
agreed settlement of \$25,000.00.
- c) Counsel fees in the amount of \$\_\_\_\_\_ for the cost of preparing this  
Petition.

BY THE COURT.

---

CM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

Defendants

SCHEDULING ORDER

AND NOW this 4<sup>th</sup> day of January, 2010, upon  
consideration of the foregoing Petition to Enforce Settlement, a hearing is  
scheduled for February 11, \_\_\_\_\_, 2010 at 2:00 p.m. at the Clearfield  
County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania Courtroom  
No. 3.

BY THE COURT.

Paul E. Cherry

FILED

01/05/2010  
JAN 05 2010

William A. Shaw  
Prothonotary/Clerk of Courts

ICC  
Atty Stofko

(61)

FILED

JAN 05 2010

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1/5/10

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED  
m 110:51321 cc  
FEB 12 2010  
William A. Shaw  
Prothonotary/Clerk of Courts (62)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

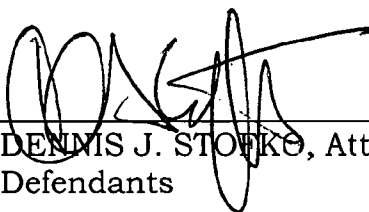
Defendants

**PETITION TO WITHDRAW PETITION TO ENFORCE SETTLEMENT**

NOW COMES, the Defendants, Bruce K. Barrett and Robert Maines, by and through counsel, Dennis J. Stofko, and files the following Petition to Withdraw the Petition Enforce Settlement in the above captioned matter.

1. On February 11, 2010 the Defendants received the executed releases which were the subject matter of the Petition to Enforce Settlement that had been scheduled for a hearing on February 11, 2010, before your Honorable Court.

WHEREFORE, Defendants respectfully request the Petition to Enforce Settlement be withdrawn.

  
DENNIS J. STOFKO, Attorney for  
Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
JASON D. WEAKLAND,

Plaintiff

Vs.

No. 07-1536 CD

BRUCE K. BARRETT and  
ROBERT MAINES,

Defendants

ORDER

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2010 upon  
consideration of the petition to withdraw,

IT IS HEREBY ORDERED, DIRECTED AND DECREED that the Defendants'  
Petition to Withdraw the Petition to Enforce Settlement is hereby granted.

BY THE COURT.

---

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

JASON D. WEAKLAND,

Plaintiffs

Vs.

NO. 07-1636 CD

BRUCE K. BARRETT and  
ROBERT MAINES

Defendants

**PRAECIPE FOR DISCONTINUANCE**

Please mark the above captioned matter ended, settled and forever  
discontinued.

  
\_\_\_\_\_  
RYAN S. FRITZ, Attorney for Plaintiff

  
\_\_\_\_\_  
DENNIS J. STOFKO, Attorney for Defendants

Date:

FILED ICC & 1 Cert of  
m/11:40 am disc issued to  
FEB 17 2010 Rky Stofko  
S William A. Shaw  
Prothonotary/Clerk of Courts Copy to CIA



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

**CIVIL DIVISION**

**Jason D. Weakland**

**Vs.**

**No. 2007-01636-CD**

**Bruce K. Barrett**

**Robert Maines**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 17, 2010, marked:

Ended, settled and forever discontinued

Record costs in the sum of \$85.00 have been paid in full by Ryan S. Fritz Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of February A.D. 2010.



\_\_\_\_\_  
William A. Shaw, Prothonotary

*Lm*