

IN THE CIRCUIT COURT OF MARYLAND
FOR FREDERICK COUNTY
Civil Division

JACQUELINE EXLINE-HASSLER

Plaintiff,

v.

PENN NATIONAL INSURANCE, *et al*

Defendants.

Case No.: 10-C-12-000410 CN

**PLAINTIFF'S OPPOSITION TO
DEFENDANT KIRSTEN SAPP'S MOTION IN LIMINE**

Plaintiff, Jacqueline Exline-Hassler, by and through her counsel, Laura G. Zois, John B. B. Bratt & Miller & Zois, LLC, hereby files Plaintiff's Opposition to Defendant Kirsten Sapp's Motion *In Limine*. Because Maryland law requires the identification of the underinsured motorist insurer in a contract case seeking underinsured motorist benefits, Defendant's Motion should be denied. In support thereof, Plaintiff states as follows:

SUMMARY OF ARGUMENT

Defendant Kirsten Sapp brings the Court a new twist on an argument that has been made countless times in lawsuits where an insurance carrier is one of the named parties.¹ She argues that Maryland's general rule against mentioning the existence of liability insurance in the trial of a tort case requires that the Court preclude any mention of Penn National as a

¹ Generally this Motion is made by the UIM carrier and is denied in short order under *King v. State Farm Mut. Auto Ins. Co.*, 157 Md.App. 287, 850 A.2d 432 (2004). Although here the Motion has been made by the alleged tortfeasor, it should nonetheless be denied because the holding and rationale of *King* are not dependent upon that minor factual difference.

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defendant in this case, any mention of any insurance providers, and any mention that Penn National provides Plaintiff with underinsured motorist insurance. Defendant Sapp claims that identifying Penn National and the nature of Plaintiff's claim against it will cause her to suffer prejudice by associating her with a co-defendant with a presumed "deep pocket." She claims that prejudice justifies the Court conducting a trial where the jury will render a verdict that will decide Plaintiff's rights on a claim the jury has never been told about against a defendant that it does not know exists.

Defendant Sapp is wrong. First, it has long been the law in Maryland that where an insurance carrier is a party, the existence of insurance cannot be kept from the jury. This has been specifically held to require identification of the insurer in cases where the insurer is a party defendant in a claim seeking underinsured motorist benefits. Moreover, Defendant Sapp's claims of prejudice are unfounded, as the existence of a "deep pocket" insurer does not constitute sufficient prejudice to justify a deviation from Maryland's ordinary procedure requiring identification of all parties to a lawsuit because that procedure protects society's important interest in fair, open, public trials. A ruling of this Court permitting such a deviation from the ordinary procedure will prejudice Plaintiff as a matter of law and constitute reversible error. Accordingly, Defendant Kirsten Sapp's Motion *In Limine* must be denied.

FACTS

This is a personal injury case arising out of a motor vehicle collision that occurred on June 26 2009, when a vehicle operated by Defendant Kristen Nichole Sapp rear-ended a stopped vehicle operated by the Plaintiff. Exhibit 1. Plaintiff claims that she suffered personal injuries arising out of the occurrence, including low back pain and radiculopathy. Plaintiff sued four defendants. Plaintiff sued Defendant Kirsten Sapp on a negligence theory, and Defendants

Joann Sapp and Deja Vu, Inc., alleging negligent entrustment and agency. Exhibit 2. Plaintiff also sued Defendant Penn National Insurance in contract, seeking payment of underinsured motorist benefits. *Id.* Defendant Penn National has cross-claimed against Defendants Joanne and Kirsten Sapp, and Defendant Déjà Vu, Inc. Exhibits 3 & 4. All defendants deny that they have any liability to Plaintiff, and dispute the nature and extent of Plaintiff's damages. Exhibits 5 & 6.

ARGUMENT

I. Maryland law requires that an underinsured motorist carrier be identified when it is a party.

The ordinary procedure in Maryland courts is that the parties to a case are identified to the jury. *King v. State Farm Mut. Auto Ins. Co.*, 157 Md.App. 287, 292-93, 850 A.2d 432, 432 (2004)(citing, Md. Rule 1-301(a)). An action by an insured against an insurance carrier seeking underinsured motorist benefits is a contract action that is “governed by the principles and procedures applicable to contract actions generally.” *Id.* The ordinary procedure of identifying the parties to a case to the jury is why “[i]n cases where the insurance carrier is a party to the litigation, obviously the existence of insurance cannot be kept from the jury.” *Id.* “Under ordinary circumstances [a] contract action on first party coverage proceeds with the defendant insurer identified to the jury.” *Id.* at 294, 850 A.2d at 432.

II. Any prejudice Defendant Sapp might suffer is insufficient to justify concealing Penn National's existence as a party defendant from the jury.

The *King* court held that an “unsubstantiated belief” that disclosing the identity of the underinsured motorist carrier to the jury will “adversely affect the jury's verdict furnishes insufficient justification for withholding from the jury, and from the general public, [the insurer's] identity as the defendant at a public trial.” *Id.* at 298, 850 A.2d at 435. This lack of

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“*per se*” prejudice is shown by the simple fact that the insured is permitted to join the tortfeasor and the UM/UIM carrier as defendants in the same action. *Id.* Defendant Sapp is in no different position than any other party who is joined as a co-defendant in an action against an “apparently ‘deep pocket’ corporation that is sued for breach of contract by its promisee.” *Id.* at 299, 850 A.2d at 434. If Defendant Sapp were a tractor-trailer driver for Coca-Cola who found herself as a co-defendant on an agency theory, there would be no question that a motion to bar any reference to her employer because it was a “deep pocket” would be denied with a bare minimum of consideration. Concerns by parties “that they will suffer adverse financial consequences unless permitted to proceed anonymously have not persuaded courts to conceal the identity of a litigant.” *Id.* at 296, 850 A.2d at 434. The prejudice that might result from the identification of the UM/UIM carrier as a party is “not significant.” *Id.* at Fn. 6.

III. Granting Defendant Sapp’s Motion will prejudice the Plaintiff as a matter of law and constitute reversible error.

The impact of a ruling permitting a party to litigate anonymously is not limited exclusively to its effect on the Plaintiff. *Id.* at 299, 850 A.2d at 435. That is because such a ruling implicates First Amendment guarantees of public scrutiny of judicial proceedings, because lawsuits are public events and the public has a legitimate interest in knowing the facts, including the identity of the parties. *Id.* at 294, 850 A.2d at 433.

In examining this issue, the *King* court acknowledged persuasive authority from other jurisdictions. For example, the *King* court quoted a decision of the Supreme Court of Florida that stated that “the entire proceeding was tainted by the pretrial exclusion of the insurer’s identity, which constitutes a miscarriage of justice....” *Id.* at 300, 850 A.2d at 436 (*quoting, Medina v. Peralta*, 724 So.2d 1188, 1189 (Fla. 1999)). The Maryland court continued, further observing that:

Failure to specifically identify the underinsured carrier as such leaves the jury to speculate about the exact role of the plaintiff's carrier in the lawsuit, perpetuating the 'charades in trials' denounced by this Court in *Dosdourian*.

Moreover, a line of Florida cases clearly establishes the principle that the jury should be made aware of the precise identity of an uninsured or underinsured insurance carrier if it is a party at trial. The policy behind such a requirement is that full disclosure and identity of the parties protects the integrity of the jury system and prevents charades at trial.

Id. at 300-01, 850 A.2d at 436 (quoting, *Lamz v. Geico Gen. Ins. Co.*, 803 So.2d 593 (Fla. 2001)(internal citations omitted).

The court in *King* also quoted the Supreme Court of Kentucky, which held that:

Since the company was a party and was actively represented by counsel we think that the jury was entitled to know that fact and to have the company's counsel identified. Otherwise the jury would be left to speculate as to the interest represented by an attorney participating in the trial who had no apparent connection with any of the parties. It is our opinion that the considerations which have prompted the rule against mention of ordinary liability insurance in an automobile negligence case must yield in uninsured-motorist cases to the procedural desirability of letting the jury know who are the parties to the litigation where the uninsured motorist carrier elects to participate actively in the trial.

Id. at 301, 850 A.2d at 437 (quoting, *Wheeler v. Creekmore*, 469 S.W.2d 559 (Ky. 1971)).

"Under Maryland law, significant deviations from a required procedure established to protect an important interest are presumed to be prejudicial." *Id.* at 303, 850 A.2d at 438. The *King* court ultimately held that concealing the identity of the UIM carrier and its role as a party defendant "infringed on the role of the jury and created a significant procedural error that requires reversal." *Id.*

IV. The authority upon which Defendant Sapp relies is unpersuasive.

In Section II of her Motion, Defendant Sapp argues that:

In Maryland, the mention of insurance to a jury is typically prohibited. Specifically, '[o]ur cases generally prohibit the slightest reference to insurance

in front of the jury primarily because such reference is irrelevant and has no bearing on the issue of damages. See, *Allstate Insurance Co. v. Atwood*, 319 Md. at 258, 572 A.2d 154; *Allstate Insurance Company v. Miller*, 315 Md. 191-192, 553 A.2d 1268; *Jones v. Federal Paper Bd. Co.*, 252 Md. 494-495, 250 A.2d 653; *Takoma Park Bank v. Abbott*, 179 Md. at 67 263, 19 A.2d 169.’ *Morris v. Wedddington*, 320 Md. 674, 681, 579, A.2d 762, 765 (1990).

Defendant’s Motion at II.

Perhaps Defendant Sapp would have benefitted from a closer reading of some of the authority she cites. For example, *Attwood* makes clear that this prohibition applies “at the trial of a tort case....” *Allstate Ins. Co. v. Attwood*, 319 Md. 247, 258, 572 A.2d 154, 159 (1990). This case is not simply a tort case, but also includes a contractual claim directly against the UIM carrier.

Next, *Miller* clearly states that “[w]here the insurance carrier is a party to the suit, the existence of insurance obviously cannot be kept from the jury; however the amount of uninsured motorist coverage should not be disclosed, unless the amount is in controversy.” *Allstate Ins. Co. v. Miller*, 315 Md. 182, 191, 553 A.2d 1268, 1272 (1989).

Jones is similarly unpersuasive, because that case did not involve an insurance carrier as a named party, and the issue the court was addressing was the trial court’s refusal to give a voir dire question seeking to discover jurors’ contacts with the insurance industry and views on the “relationship between personal injury verdicts and the amount of insurance premiums....” *Jones v. Federal Paper Board Co.*, 252 Md. 475, 492, 250 A.2d 653, 664 (1969).

In *Takoma Park Bank*, it is true that the court “recognized the impropriety of injecting into the trial of a case a suggestion that the defendant was covered by insurance, because to do so had a tendency to prejudice jurors and cause them to regard the insurer as the real defendant.” *Takoma Park Bank v. Abbott*, 179 Md. 249, 263, 19 A.2d 169, 176 (1941).

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However, even as far back as 1941, the court recognized that there were situations where references to insurance would be permitted:

But this rule is not without its qualifications and limitations. For instance, it is rarely ever applied, even when insurance is improperly suggested, if the trial court admonishes jurors to disregard the statement relating to insurance. Nor is the rule strictly applicable in situations where the statement relating to insurance is practically unavoidable. Moreover, in view of the presumptive knowledge on the part of present-day jurors that public liability insurance is required to be carried by persons in certain lines of endeavor, as well as the knowledge on the part of jurors that persons of business prudence and discretion often carry such insurance, the present-day tendency is toward relaxation of the strictness of the rule first announced.

Id. Here there is no risk that the jury will improperly “regard the insurer as the real defendant” because Penn National is a real defendant. *Id.* This is a case where reference to insurance is not merely “practically unavoidable”, but is completely unavoidable because Penn National is a party to the case. *Id.*

Finally, *Weddington* was another tort case that did not involve an insurer as a party, but where in response to a question, a witness made an unprompted remark suggesting that the defendant was uninsured. *Morris v. Weddington*, 320 Md. 674, 676, 579 A.2d 762, 762 (1990). The jury sent the court four different questions touching in one way or another on the existence of insurance, what payments would or had been made by insurance, and who would have to reimburse whom for any damages awarded. *Id.* at 677, 579 A.2d at 763. The jury awarded an exceptionally low verdict, and the appellate court ordered a new trial because it concluded that the verdict was impermissibly influenced by evidence that the defendant was uninsured. *Id.* *Weddington* is unpersuasive because that case did not fall within any of the exceptions to the general rule prohibiting reference to insurance. This case does fall within one of those exceptions, namely “[w]here the evidence is relevant to the cause of the accident or the liability of the defendant.” *Id.* at 680, 579 A.2d at 765. Here, the existence of insurance is

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relevant to the liability of Defendant Penn National because the contract of insurance between it and Plaintiff is the entire basis for Plaintiff's cause of action against it. The only reason Penn National is a party to this case and the only reason it is potentially liable to Plaintiff is because it is Plaintiff's underinsured motorist insurer.

V. Defendant Sapp's attempts to factually distinguish this case from *King* are unpersuasive and irrelevant.

In *King*, the tortfeasor admitted liability, tendered her \$20,000 policy limits, and settled with the plaintiffs. *King*, at 289-90, 850 A.2d 428, 430. The plaintiffs had underinsured motorist benefits through State Farm, with a policy limit of \$100,000. *Id.* The *King* plaintiffs then sued State Farm seeking payment of the remaining \$80,000 available under their UIM policy. *Id.* The case was tried on damages only, with an agreement that State Farm would get a \$20,000 credit against any verdict entered representing the \$20,000 that had already been paid by the tortfeasor. *Id.* The morning of the trial, State Farm (represented by Budow & Noble, the same law firm representing Defendants Kirsten Sapp, Joanne Sapp and Déjà Vu, Inc. in this case) moved *in limine* to prohibit it from being identified as the defendant. *Id.* State Farm relied upon Md. Rule 5-411, which prohibits references to liability insurance in some circumstances. *Id.* at 290, 850 A.2d at 430. State Farm argued that it was "inherently prejudicial to discuss the insurance coverage." *Id.* The plaintiffs argued that "the mere fact that an insurance company is a party to a case is not a basis to claim prejudice" and that State Farm wanted "to make up a fictitious case." *Id.* The trial court granted the motion, reasoning that since the only question was damages, there was no reason to identify State Farm as the defendant. *Id.*

State Farm was that only defendant at trial. When the case was called, State Farm was not identified as the defendant. *Id.* at 291, 850 A.2d at 431. State Farm's counsel was

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identified only as “the attorney for the defendant in this matter.” *Id.* at 292, 850 A.2d at 431. The only evidence presented at trial was the testimony of the plaintiff, Mrs. King, and videotaped *de bene esse* testimony of both sides’ medical expert witnesses. *Id.* at 292, 850 A.2d at 431. “As a result of the ruling prohibiting identifying State Farm as the defendant, a portion of the cross-examination of State Farm’s medical expert was excised.” *Id.* The tortfeasor did not testify at the trial. *Id.*

It is true that the facts of this case are slightly different than those presented in *King*. Here, Defendants Kirsten Sapp, Joanne Sapp and Déjà Vu, Inc. are insured under a policy of insurance through State Farm with liability limits of \$100,000. Exhibit 7, Answer No. 2. Plaintiff is a beneficiary of a policy of insurance through Defendant Penn National that provides underinsured motorist benefits in the amount of \$250,000. Exhibit 8. All defendants dispute that they have any liability to Plaintiff. It is expected that Defendants Kirsten and Joanne Sapp will be present at trial and will testify. Those Defendants are expected to present the testimony of two medical experts, Gary London, M.D., a neurologist, and Kevin McGrail, M.D., a neurosurgeon. Exhibit 5. Defendant Penn national is expected to rely upon the same two experts. Exhibit 6. Defendants Kirsten Sapp, Joann Sapp and Déjà Vu, Inc., have not offered to tender their policy limits to settle Plaintiff’s claims against them. It is expected that this will be a full trial, encompassing the issues of both liability and damages.

When examined in light of the rationale underpinning the appellate court’s opinion in *King*, it is apparent that the factual differences between that case and this one don’t matter even a little tiny bit. They are completely irrelevant. Ms. Sapps’ defense counsel have shown admirable ingenuity in bringing this motion on her behalf, rather than having it filed by Penn National. Unfortunately, under the *King* analysis it doesn’t matter whether the tortfeasor is a

party to the case, or whether this Motion was brought by her or by the underinsured motorist carrier.

There was only one fact in *King* that had anything to do with the Court of Special Appeals of Maryland's holding in that case: State Farm was a named party defendant. The appellate court's holding rested upon: 1) Maryland's ordinary procedure requires identification of the parties to the case, 2) State Farm's status as a perceived "deep pocket" was not sufficient prejudice to justify allowing it to remain anonymous, and 3) Maryland's ordinary procedure was designed to protect First Amendment concerns and society's interest in a full, fair, open and public trial, so the trial court's ruling constituted a "significant deviation" from the required procedure that was "presumed to be prejudicial." *Id.* at 303, 850 A.2d at 438. Each of those considerations applies with equal force to this case, and taken together they mandate the same result- The Court must deny Defendant Kirsten Sapp's Motion *In Limine* because preventing the UIM carrier from being identified at trial would be an abuse of discretion and reversible error.

CONCLUSION

The Court cannot grant Defendant Kirsten Sapp's Motion *In Limine*. If it does, the Court will be presiding over a "charade at trial" of the very type that the *King* court sought to prevent. The jury will hear a case with a secret defendant (Penn National) that is never identified to them. Penn National will be actively represented at trial by an attorney, without the jury knowing who his client is or what interest in the case he represents. Witnesses will be cross-examined, but Plaintiff's counsel will not be able to explore any potential bias in favor of the secret defendant. The jury will render a verdict that decides Plaintiff's rights on a claim that the jury does not know about, against a defendant the jury does not know about. Such a trial would be an affront to our society's tradition of open, fair, public trials. Maryland's

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existing case law and the public policy undergirding it do not permit such sham trials, and consequently Defendant Kirsten Sapp's Motion *In Limine* must be denied.

Respectfully Submitted
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Certificate of Service

I, John B. Bratt, do hereby certify that I sent a copy of Plaintiff's foregoing via U.S. first class mail, this 11 day of December 2012 to:

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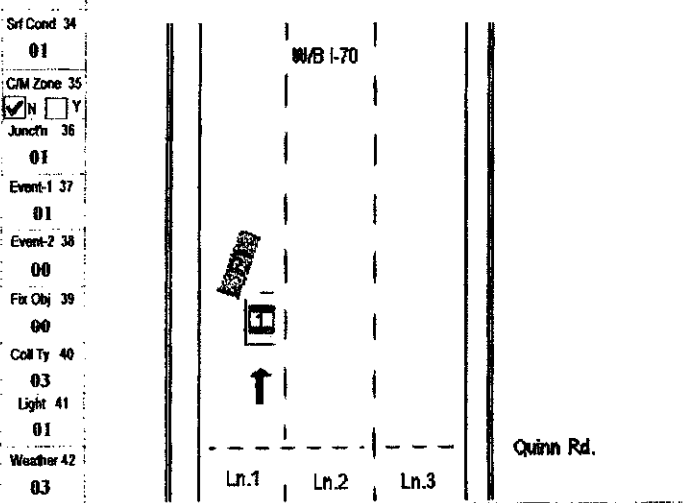
State of Maryland Motor Vehicle Accident Report

Report No. 09880844	Page of 1 of 1	Accident Date 06/26/09	Accident Time 17:16	Report Type <input type="checkbox"/> Fatal <input type="checkbox"/> Injury <input checked="" type="checkbox"/> PDO <input type="checkbox"/> Hit + Run <input type="checkbox"/> Non-Traffic	Research	Local Case No. 0951021347	Local Codes	Photos? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Investigating Officer ID TFC Ciccarelli, S 5090	Agency and Area MSP 514	Supervising Officer ID Cpl Kerns, J 0985	Reviewer ID Cpl Kerns, J 0985	Code - And - Name of Municipality 000 Not Applicable	County 10			

Rd Char 16 01	RTE NUM Accident Occurred On IS 00070	Road Name BALTO NATIONAL PIKE	In Lane 19 W 1	Traf Sig 20 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	On Ramp 21 <input type="checkbox"/> No <input type="checkbox"/> Yes	Ramp Number (Direction) 0 Not Ramp 1 N-W 2 W-N 3 E-N 4 N-E 5 S-E 6 E-S 7 W-S 8 S-W 9 Other	In Intersection 23 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Rd Cond 24 01	Intersecting Route CO 00852	Intersecting Road Name or Log Mile Reference Manual description QUINN RD		Mile PT 27 019.55	Dir 28 E	Dist of Acc fr INT-RTE/Ref. & Dir. 300.00	<input checked="" type="checkbox"/> FL <input type="checkbox"/> ME <input type="checkbox"/> W

31 Show Label Roads, Traffic Units, the Travel Direction, consistent with the Log Mile Reference Manual, and Movement of Traffic Units.

33 Describe Accident briefly, identify units by numbers. Also identify the following (a) the object damaged & nature of damage (property other than vehicles) and (b) the name & address of owner when applicable.



Vehicles 1 and 2 were traveling W/B I-70 W/of Quinn Rd. in lane 1. Vehicle 1 was traveling behind vehicle 2.

Traffic ahead of the vehicles came to a stop due to an accident ahead. Vehicle 2 stopped at an angle in lane 1, angled toward lane 2. Vehicle 1 attempted to stop, but struck vehicle 2 in the rear passenger side.

No damage to state property.



Unit 43 (1)	NAME (First, Middle, Last) Kirsten Nicole Sapp	Sex 45 02	Unit 43 (12)	NAME (First, Middle, Last) Jacqueline Joy Exline-Hassler	Sex 45 02
Type of 46 01	Address (No., Street, City, State, Zip) Tel 612 Arrowwood Cir. Mount Airy MD 21771 Res 301-829-9629	Inj 48 01	Type of 46 01	Address (No., Street, City, State, Zip) Tel 18941 Geeting Rd. Keedysville MD 21756 Res 301-432-4193	Inj 48 01
<input checked="" type="checkbox"/> Driver <input type="checkbox"/> "PED"		EMS 49 00	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> "PED"		EMS 49 00

Movement 50 03	Condition 51 01	Subst 52 01	Test 53 00	Result 54 00	For Peds Only	Age 55	Type 56	Locatn 57	Obeys 58	Visibl 59	Movement 50 03	Condition 51 01	Subst 52 01	Test 53 00	Result 54 00	For Peds Only	Age 55	Type 56	Locatn 57	Obeys 58	Visibl 59
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Speed Limit 60 65	Saf. Equ 81 32	Eq Prob62 01	Eject 63 01	Citation Number(s) 0LW0AX8	Fault 65 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Speed Limit 60 65	Saf. Equ 81 13	Eq Prob62 01	Eject 63 01	Citation Number(s) 00	Fault 65 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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Going 66 04	Driver's License Number S-100-469-630-045	State 68 MD	Class 69 C	Going 66 04	Driver's License Number E-245-356-447-065	State 68 MD	Class 69 C
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Continue 70 04	DR Date of Birth 71 01/16/1989	Irregular Condition <input type="checkbox"/> Parked <input type="checkbox"/> Hit&Run <input type="checkbox"/> Driverless	Caught Fire 72 <input type="checkbox"/> N <input type="checkbox"/> Y	HM Spill 73 00	Haz Mat No. 00	Continue 70 04	DR Date of Birth 71 01/24/1967	Irregular Condition <input type="checkbox"/> Parked <input type="checkbox"/> Hit&Run <input type="checkbox"/> Driverless	Caught Fire 72 <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	HM Spill 73 00	Haz Mat No. 00
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Body Ty 75 02	Commercial Vehicle Only 00	U.S. DOT Number 00	ICC Number 00	Body Ty 75 00	CDL? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	Body Ty 75 02	Commercial Vehicle Only 00	U.S. DOT Number 00	ICC Number 00	Body Ty 75 00	CDL? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y
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Most HE 80 01	Owner or Carrier Name (Write "SAME" if Driver) Deja V Inc (Res) 301-829-3531	Tel (Res) 301-829-3531	Most HE 80 01	Owner or Carrier Name (Write "SAME" if Driver) SAME (Res) 301-432-4193	Tel (Res) 301-432-4193
Coord. Circumstances 82-1 21	Owner / Carrier Address 8 South Main Street Mount Airy MD 21771	Towed Vehicles 84 00 00 00	Coord. Circumstances 82-1 00	Owner / Carrier Address 18941 Geeting Rd. Keedysville MD 21756	Towed Vehicles 84 00 00 00

82-2 22	Year & Make of Vehicle 2005 Honda	Model Civic	82-2 00	Year & Make of Vehicle 2004 Honda	Model Civic	82-2 00
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82-3 07	Exp Yr & Register # State 2009 9CGP71 MD	Area Damaged 90 01 15 16	Insurer State Farm	82-3 00	Exp Yr & Register # State 2010 MWX912 MD 08 07 09	Area Damaged 90 08 07 09	Insurer PA Natl Mutl Cas
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82-4 00	Vehicle ID Number 2HGES16505H569413	Policy No. 072404520	82-4 00	Vehicle ID Number 1HGEM21904L075337	Policy No. 129 0012044 03
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Dam Ext 94 04	Vehicle Removed By Unlimited Towing	Vehicle Removed To Tow lot	Dam Ext 94 04	Vehicle Removed By Dorseys Towing	Vehicle Removed To Tow lot
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Traffic Unit 97 01	Sex 100 02	Age 101 20	Saf. Equ 102 13	Eject 103 01	Injury 104 01	Eject 105 01	EMS Unit 106 00
01	06	Megan Re'ne Davis 3481 Gillis Falls Rd. Mount Airy MD 240-586-3249					
01	03	Kelsey Elizabeth Sapp 612 Arrowwood Cir. Mount Airy MD 301-829-9629					

EMS Unit 01	Injured 108 Tolson 109	Injured 108 Tolson 110	EMS Unit 01	Injured 108 Tolson 107	Injured 108 Tolson 108	EMS Unit 01	Injured 108 Tolson 110
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IN THE CIRCUIT COURT OF MARYLAND
FOR FREDERICK COUNTY
Civil Division

JACQUELINE EXLINE-HASSLER
1894I Geeting Road
Keedysville, Maryland 21756

Plaintiff,

v.

PENN NATIONAL INSURANCE
SERVE ON:
Elizabeth P. Sammis, Interim Commissioner
Maryland Insurance Commission
200 St. Paul Place
Baltimore, Maryland 21202,

and

DEJA VU, INC.
SERVE ON RESIDENT AGENT:
JOANNE SAPP
8 S Main Street
Mount Airy, Maryland 21771

and

KIRSTEN NICHOLE SAPP
612 Arrowwood Circle
Mount Airy, Maryland 21771;

and

JOANNE SAPP
612 Arrowwood Circle
Mount Airy, Maryland 21771

Defendants.

Case No.: 10-C-12-000410 CN

2012 MAY 25 P 2 18

SANDRA K. DALTON

CLENA

BY

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PLAINTIFF'S
EXHIBIT

2

AMENDED COMPLAINT

Plaintiff, JACQUELINE EXLINE-HASSLER (hereinafter referred to as "Plaintiff"), by and through her attorneys Laura G. Zois, Natalie N. Terry, and Miller & Zois, LLC bring suit against the Defendants, Penn National Insurance (hereinafter referred to as "Defendant Penn"), DEJA VU, INC. (hereinafter referred to as "Defendant Deja Vu, Inc."), KIRSTEN NICHOLE SAPP (hereinafter referred to as "Defendant Kirsten Sapp"), and JOANNE SAPP (hereinafter referred to as "Defendant Joanne Sapp"), and in support thereof states as follows:

FACTS

1. On or about, June 26, 2009, Plaintiff was operating a motor vehicle westbound on Baltimore National Pike, also known as I-70, at or near the intersection of Quinn Road, in Frederick County, Maryland.
2. At the same time and place, Defendant Kirsten Sapp was operating a commercial vehicle owned by Defendant Deja Vu, Inc., westbound on Baltimore National Pike at or near the intersection of Quinn Road, in Frederick County, Maryland.
3. At all times herein mentioned, Plaintiff's vehicle was operated in a reasonable and prudent manner, with due caution and regard for the motor vehicle laws of the State of Maryland.
4. Traffic ahead of Plaintiff came to a top due to an accident ahead. In response, Plaintiff stopped her vehicle and shortly thereafter Defendant Kirsten Sapp failed to maintain control and speed of her vehicle and struck the passenger side of Plaintiff's vehicle.
5. Defendant Joanne Sapp was the resident agent of Defendant Deja Vu, Inc., and is the mother of Defendant Kirsten Sapp.
6. At the time of the accident, Plaintiff had a valid insurance policy with Defendant

Penn National Insurance for underinsured motorist coverage, and Defendant Penn National Insurance has failed to make payments under the policy.

7. Neither Defendant Deja Vu, Inc., Defendant Kirsten Sapp or Defendant Joanna Sapp have adequate insurance to cover the damages sustained by Plaintiff.

8. Defendant Kirsten Sapp was operating the vehicle as the agent, servant, and/or employee of Defendant Déjà vu, Inc. and/or Defendant Joanne Sapp.

COUNT I - BREACH OF CONTRACT - UNINSURED MOTORIST
(Defendant Penn National Insurance)

Plaintiff hereby incorporate paragraphs No. 1 through No. 8 of this Complaint fully as if the allegations were repeated at length herein.

9. At the time of the accident, the vehicle operated by the Defendant Kirsten Sapp was uninsured, or in the alternative, that any insurance in force on the vehicle did not and does not provide adequate coverage for the claims and damages asserted by the Plaintiff.

10. At the time of the accident, Plaintiff had in force a policy of automobile insurance issued by Defendant Penn National Insurance. Said policy of insurance contains a provision for uninsured/underinsured motorist coverage which provided, among other things, insurance coverage for losses and damages sustained in accidents which were caused by the negligent operation of a vehicle by third persons when that vehicle is uninsured or underinsured at the time of the accident and the third person is not otherwise entitled to coverage.

11. The Plaintiff complied with the terms of the contract with the Defendant Penn National Insurance and is entitled to be paid by Defendant Penn National Insurance any and all damages sustained by Plaintiff resulting from the negligence of the Defendant Kirsten Sapp.

12. Defendant Penn National Insurance has breached its contract with Plaintiff by failing to make any payments to Plaintiff under the uninsured motorist provision of Plaintiff's policy.

WHEREFORE, Plaintiff demands judgment against Defendant Penn National Insurance for compensatory damages in the amount of ONE MILLION DOLLARS (\$1,000,000.00), plus costs, pre-judgment interest and post-judgment interest as this Court deems appropriate.

COUNT II - NEGLIGENT ENTRUSTMENT
(Defendants Deja Vu, Inc. and/or Joanne Sapp)

Plaintiff hereby incorporates paragraphs No. 1 through No. 12 of this Complaint fully as if the allegations were set forth fully herein.

13. The injuries, harm, and damages were incurred by Plaintiff as a result of the use of the vehicle by Defendant Kirsten Sapp in a negligent and reckless manner, which because of youth, inexperience, and prior actions, Defendant Deja Vu, Inc. and/or Defendant Joanne Sapp knew, or had reason to know, was likely and involved an unreasonable risk of harm to others.

14. Defendant Deja Vu, Inc., as the employer and/or Defendant Joanne Sapp as the owner and parent of Defendant Kirsten Sapp, had the right to permit and the power to prohibit the use of said vehicle by Defendant Kirsten Sapp.

15. Defendant Deja Vu, Inc. and/or Defendant Joanne Sapp knew, or had reason to know, that Defendant Kirsten Sapp because of youth, inexperience, and/or prior actions, was likely to drive in a negligent and reckless manner.

16. As a direct result of Defendant Deja Vu, Inc. and/or Defendant Joanne Sapp negligently entrusting Defendant Kirsten Sapp, who operated said vehicle owned by Defendant Deja Vu, Inc. and/or Defendant Joanne Sapp in a negligent and reckless manner, the Plaintiff,

without any contributory negligence, did suffer the injuries, damages, and harm enumerated below in Count IV of this Complaint.

WHEREFORE, Plaintiff JACQUELINE EXLINE-HASSLER demands compensatory damages against Defendant Deja Vu, Inc. and/or Defendant Joanne Sapp in the amount of ONE MILLION DOLLARS (\$1,000,000.00), plus costs, pre-judgment interest, and post-judgment interest as this Court deems appropriate.

COUNT III - AGENCY
(Defendants Deja Vu, Inc. and/or Joanne Sapp)

Plaintiff hereby incorporates paragraphs No. 1 through No. 16 of this Complaint as if set forth fully herein.

17. The above-described acts of Defendant Kirsten Sapp were committed while she was acting as an agent, servant, or employee of Defendant Deja Vu, Inc. and/or Joanne Sapp.

18. The above-described acts of Defendant Kirsten Sapp were committed within the scope of her agency and while furthering the business interests of Defendant Deja Vu, Inc. and/or Joanne Sapp.

19. As the principal for Defendant Kirsten Sapp, Defendant Deja Vu, Inc. and/or Joanne Sapp is responsible for all of the acts committed by Defendant Kirsten Sapp within the scope of her agency.

WHEREFORE, Plaintiff JACQUELINE EXLINE-HASSLER demands compensatory damages against Defendant Deja Vu, Inc. and/or Joanne Sapp in the amount of ONE MILLION DOLLARS (\$1,000,000.00), plus costs, pre-judgment interest, and post-judgment interest as this Court deems appropriate.

COUNT IV - NEGLIGENCE
(Defendant Kirsten Sapp)

MILLER & ZOIS

ATTORNEYS AT LAW
SUITE 1001
7310 RITCHIE HWY
GLEN BURNIE, MD 21061

410-553-6000

Plaintiff hereby incorporates paragraphs No. 1 through No. 19 of this Complaint fully as if the allegations were set forth fully herein.

20. Defendant Kirsten Sapp had a duty to act reasonably and use due care while driving. Defendant Kirsten Sapp had a duty to pay attention to traffic, to maintain a proper lookout, to obey traffic control devices, to obey the laws and rules of the State of Maryland, to maintain proper speed for the conditions, to reduce speed to avoid an accident, to maintain a proper distance between vehicles, to stay to the right hand side of the road, to maintain her vehicle within her lane, to pay proper attention to the operation of her vehicle and to avoid a collision.

21. Defendant Kirsten Sapp breached that duty of due care by failing to pay proper attention to the roadway and the traffic, failing to maintain a proper lookout, failing to obey the traffic control device, failing to obey the laws and rules of the State of Maryland, failing to maintain proper speed for the conditions, failing to reduce speed to avoid an accident, failing to maintain a proper distance between vehicles, by failing to control the vehicle in order to avoid a collision, failing to maintain her vehicle in her travel lane and colliding with Plaintiff's vehicle.

22. As a direct and proximate cause of the negligence of Defendant Kirsten Sapp, Plaintiff suffers from permanent physical injuries, conscious mental anguish, pain and suffering in the past and in the future, past medical expenses, future medical expenses, and loss of income.

23. All of the above damages were directly and proximately caused by the aforementioned negligence of Defendant Kirsten Sapp, and were incurred without contributory negligence or assumption of the risk on the part of Plaintiff, or an opportunity for Plaintiff to avoid the accident.

MILLER & ZOIS

ATTORNEYS AT LAW
SUITE 1001
7310 RITCHIE HWY
GLEN BURNIE, MD 21061

410-553-6600

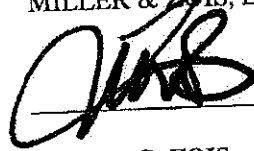
WHEREFORE, Plaintiff JACQUELINE EXLINE-HASSLER demands compensatory damages against Defendant Kirsten Sapp in the amount of ONE MILLION DOLLARS (\$1,000,000.00) plus costs, pre-judgment interest, and post-judgment interest as this Court deems appropriate.

PLAINTIFF'S REQUEST FOR JURY TRIAL

Plaintiff, JACQUELINE EXLINE-HASSLER, pursuant to Maryland Rule 2-325, prays a trial by jury on all issues.

Respectfully submitted,

MILLER & ZOIS, LLC



LAURA G. ZOIS
Miller & Zois, LLC
Empire Towers, Suite 1001
7310 Ritchie Highway
Glen Burnie, Maryland 21061
Phone: 410-553-6000
Fax: 410-760-8922
Attorney for Plaintiff

MILLER & ZOIS

ATTORNEYS AT LAW
SUITE 1001
7310 RITCHIE HWY
GLEN BURNIE, MD 21061

410-553-6000

JACQUELINE EXLINE-HASSLER	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
PENN NATIONAL INSURANCE, et al.	*	FREDERICK COUNTY
Defendants	*	Case No. 10-C-12-000410
* * * * *	*	* * * * *
PENN NATIONAL INSURANCE	*	
Cross-Plaintiff	*	
v.	*	
JOANNE SAPP	*	
Cross-Defendant	*	
* * * * *	*	* * * * *

**PENN NATIONAL INSURANCE'S CROSS-CLAIM AGAINST
JOANNE SAPP**

Cross-Plaintiff, Penn National Insurance by and through undersigned counsel, hereby bring a Cross-Claim against Joanne Sapp, and state as follows:

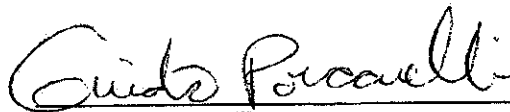
1. That the original Plaintiff to this action, Jacqueline Exline-Hassler, filed a Complaint alleging injuries which allegedly arose from an automobile accident which occurred on or about June 26, 2009, in Frederick County, Maryland.
2. Cross-Plaintiff, Penn National Insurance, has filed an Answer to said Complaint denying any liability on its part.
3. However, to the extent that Cross-Plaintiff, Penn National Insurance may be liable by the trier of facts to the original Plaintiff, Cross-Plaintiff, Penn



National Insurance, would claim of and from Cross-Defendant, Joanne Sapp, indemnification and/or contribution and rights of subrogation.

4. The negligence of Cross-Defendant, Joanne Sapp, is outlined in Plaintiff's Amended Complaint at Counts 2 and 3 which is incorporated by reference herein. Defendant, Joanne Sapp is responsible based on a theory of *respondent superior*, negligent entrustment and/or agency.

WHEREFORE, Cross-Plaintiff, Penn National Insurance, claims of and from Cross-Defendant, Joanne Sapp, indemnification and/or contribution, and rights of subrogation.



Guido Porcarelli
The Law Offices of Frank F. Daily, P. A.
Executive Plaza III, Suite 704
11350 McCormick Road
Hunt Valley, MD 21031
(410) 584-9443

Attorney for Defendant/Cross-Plaintiff,
Penn National Insurance

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31~~st~~ day of May, 2012, a copy of the foregoing Cross-Claim against Joanne Sapp was mailed, postage prepaid to: Natalie N. Terry, Esquire, Laura G. Zois, Esquire, Miller & Zois, LLC, Empire Towers, Suite 1001, 7310 Ritchie Highway, Glen Burnie, Maryland 21061, attorney for Plaintiff and to Lawrence E. Ballantine, Esquire, H. Barritt Peterson, Jr. & Associates, One West Pennsylvania Avenue, Suite 500, Towson, Maryland 21204.


Guido Porcarelli

JACQUELINE EXLINE-HASSLER

Plaintiff

v.

PENN NATIONAL INSURANCE

and
DÉJÀ VU, INC.
and
KIRSTEN NICHOLE SAPP

Defendants

IN THE

CIRCUIT COURT

FOR

FREDERICK COUNTY

Case No. 10-C-12-000410

* * * * *

PENN NATIONAL INSURANCE

Cross-Plaintiff

v.

DÉJÀ VU, INC.

and
KIRSTEN NICHOLE SAPP

Cross-Defendants

* * * * *

**PENN NATIONAL INSURANCE'S CROSS-CLAIM AGAINST
DÉJÀ VU, INC. AND KIRSTEN NICHOLE SAPP**

Cross-Plaintiff, Penn National Insurance by and through undersigned counsel, hereby bring a Cross-Claim against DeJa Vu, Inc. and Kirsten Nichole Sapp, and state as follows:

1. That the original Plaintiff to this action, Jacqueline Exline-Hassler, filed a Complaint alleging injuries which allegedly arose from an automobile accident which occurred on or about June 26, 2009, in Frederick County, Maryland.



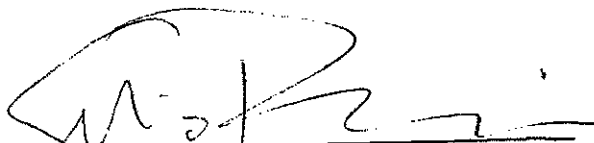
2. Cross-Plaintiff, Penn National Insurance, has filed an Answer to said Complaint denying any liability on its part.

3. However, to the extent that Cross-Plaintiff, Penn National Insurance may be liable by the trier of facts to the original Plaintiff, Cross-Plaintiff, Penn National Insurance, would claim of and from Cross-Defendants, DeJa Vu, Inc. and Kirsten Nichole Sapp, indemnification and/or contribution and rights of subrogation.

4. The negligence of Cross-Defendant, Kirsten Nichole Sapp, consisted of her failing to properly control the vehicle owned by Déjà Vu, Inc.; operating said vehicle at a speed not safe and sound for the conditions then and there existing; failing to exercise ordinary care to avoid a collision; failing to keep a proper lookout on the roadway for all other vehicles; failing to yield the right of way; exceeding the posted speed limit; failing to reduce speed; in making a sudden stop; in failing to give adequate notice of his intention to slow and/or stop; and in otherwise acting in a reckless, careless, and negligent manner.

Defendant, Déjà Vu, Inc. is responsible based on a theory of *respondent superior* and/or agency.

WHEREFORE, Cross-Plaintiff, Penn National Insurance, claims of and from Cross-Defendants, DeJa Vu, Inc. and Kirsten Nichole Sapp, indemnification and/or contribution and rights of subrogation.



Guido Porcarelli
The Law Offices of Frank F. Daily, P. A.
Executive Plaza III, Suite 704
11350 McCormick Road
Hunt Valley, MD 21031
(410) 584-9443

Attorney for Defendant/Cross-Plaintiff,
Penn National Insurance

CERTIFICATE OF SERVICE

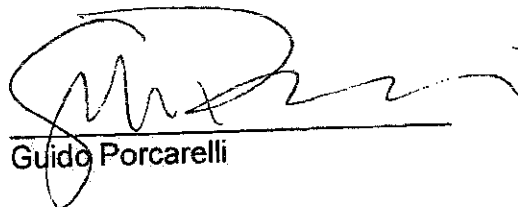
I HEREBY CERTIFY that on this 22nd day of March, 2012, a copy of the foregoing Cross-Claim was mailed, postage prepaid to: Natalie N. Terry, Esquire, Laura G. Zois, Esquire, Miller & Zois, LLC, Empire Towers, Suite 1001, 7310 Ritchie Highway, Glen Burnie, Maryland 21061, attorney for Plaintiff.

AND A WRIT OF SUMMONS TO BE SERVED ON:

**DÉJÀ VU, INC.
SERVE ON RESIDENT AGENT
JOANNE SAPP
8 S. Main Street
Mount Airy, Maryland 21771**

and

**KIRSTEN NICHOLE SAPP
612 Arrowwood Circle
Mount Airy, Maryland 21771**



Guido Porcarelli

IN THE CIRCUIT COURT FOR FREDERICK COUNTY, MARYLAND

JACQUELINE EXLINE-HASSLER,

Plaintiff,

v.

Case No.: 10-C-12-000410 CN

PENN NATIONAL INSURANCE, et al.,

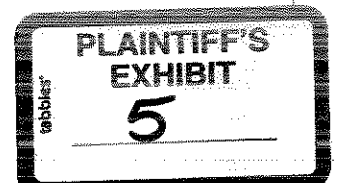
Defendants.

DEFENDANTS KIRSTEN SAPP, JOANNE SAPP, AND DEJA VUJA, INC.'S
PRE-TRIAL STATEMENT

COME NOW the Defendants KIRSTEN SAPP, JOANNE SAPP, AND DEJA VUJA, INC., by and through counsel Walter E. Gilchrist, Jr., Anne K. Howard, and Budow and Noble, P.C., and in accordance with this court's Scheduling Order files the following Pretrial Statement:

1. Statement of Facts

On Friday, June 26, 2009, at approximately 5 p.m., Kristen Sapp was operating a vehicle owned by her mother, Joanne Sapp and/or her mother's company, Deja Vuja, Inc. However, Ms. Sapp was not driving the vehicle for any business purpose for either her mother or Deja Vuja, Inc. In fact, Kirsten was traveling with her friends and sister to Outback Steakhouse for the sole purpose of enjoying a meal together. Further, Ms. Sapp was a good driver. There are no facts to support any allegation of agency or negligent entrustment. Therefore, Defendants Joanne Sapp and Deja Vuja, Inc. should be dismissed from this lawsuit.



With respect to the mechanics of the accident, at the time of the accident, the weather was rainy and the roads were wet. The traffic was extremely congested on 70 West. Ms. Sapp's vehicle braked in response to the traffic that was suddenly slowing and stopping on 70 West. In fact, the Plaintiff had come to a sudden stop just prior to the impact. Ms. Sapp's vehicle unfortunately, hydroplaned and the front left corner of her vehicle struck the right rear corner of Defendant's vehicle.

Defendant Sapp also contends that Plaintiff was not injured to the extent claimed.

2. Simplification or Limitation of Issues.

None.

3. Stipulation of Facts.

None at this time.

4. Relief Sought

Defendant Kristen Sapp seeks judgment in her favor. Defendants Joanne Sapp and Deja Vuja, Inc. each seeks summary judgment in their favor.

5. Exhibits (This Defendant reserves the right to supplement this list of Exhibits.)

- A. Photographs of Plaintiff's vehicle.
- B. Photographs of Defendant's vehicle.
- C. Photographs of the area near 70 W, where the accident occurred, if available.
- D. Dr. Gary London's IME report.
- E. Medical records from Robinwood Family Practice, including but not limited to reports dated March 26, 2008.
- F. Medical records from Meritus Healthcare predating the subject accident.
- G. Additional medical records that have been exchanged amongst the parties through discovery as appropriate.
- H. Impeachment Exhibits are not identified.

JACQUELINE EXLINE-HASSLER, * IN THE
Plaintiff, * CIRCUIT COURT
v. * FOR
PENN NATIONAL INSURANCE, et al., * FREDERICK COUNTY
Defendants. * Case No. 10-C-12-000410

* * * * *

**PRETRIAL STATEMENT OF DEFENDANT, PENNSYLVANIA
NATIONAL INSURANCE COMPANY**

Defendant, Pennsylvania National Insurance Company ("Penn National"),
through its undersigned counsel, hereby submits the following Pre-Trial
Statement:

I. PLAINTIFF'S STATEMENT OF FACTS:

See Plaintiff's Pre-trial statement.

II. DEFENDANT'S STATEMENT OF FACTS:

This case arises out of a motor vehicle accident that occurred on June 26,
2009, on westbound I-70, beyond Quinn Road, in Frederick County, Maryland.
Co-Defendant, Kirsten Sapp ("Ms. Sapp") was operating a vehicle owned by her
mother's business, Déjà Vu, Inc. ("Déjà Vu"), with permission. Ms. Sapp was
traveling from her home to a local eatery with her sister and two friends when the
accident occurred.

Ms. Sapp was traveling around the speed limit of 65 miles per hour when
she saw brake lights ahead of her. She braked. Her vehicle hydroplaned and
then struck the Plaintiff's vehicle which had stopped in response to traffic ahead.
Discovery later produced evidence that the traffic ahead of the Plaintiff had



stopped suddenly because of a car accident on I-70. Thus, there is a "sudden stop" issue involved in this situation.

Plaintiff moved for partial summary judgment. Plaintiff asked the court to find Ms. Sapp negligent as a matter of law. Plaintiff also asked the court to find that she was not negligent as a matter of law. That motion was denied by Order dated November 15, 2012.

Plaintiff has incurred approximately \$85,000 in medical treatment which has allegedly failed to resolve her various issues and spinal complaints. The defense questions the reasonableness of the treatment, and the fairness and reasonableness of the billing incurred, to date. In support of that position, counsel for Co-Defendants has produced a report dated December 25, 2011, by a neurologist, Gary W. London, M.D. Penn National has adopted that expert identification. Penn National has also identified a neurosurgical expert, Kevin McGrail, M.D. from the Georgetown University Medical Center, Department of Neurosurgery. If Dr. McGrail generates a written report, it will be produced to all counsel when received.

In addition to the medical treatment and medical billing, the Plaintiff is claiming approximately \$40,000 in lost wages. Penn National disputes the reasonableness of the wages being claimed as lost, and further, is prepared to argue that the Plaintiff should have mitigated that line item expense but failed to do so.

Based on the above, Penn National disputes liability as alleged by the Plaintiff; disputes that it is liable for underinsured motorist benefits; disputes

damages claimed by the Plaintiff; and reserves its rights to contest: causation; fairness, and necessity of treatment; fairness and reasonableness of billing; Plaintiff's need for future treatment; Plaintiff's prognosis; and permanency. Penn National also reserves its rights to argue that Plaintiff was either not injured, or not injured to the extent she has claimed, and that any alleged continuing complaints, and alleged future surgery, are related to prior incidents/conditions and/or the natural age/degeneration process and thus unrelated to the car accident giving rise to this litigation.

III. COUNTER, CROSS AND THIRD PARTY CLAIMS:

Penn National is an underinsured motorist Defendant in this matter. Penn National filed a cross claim against the Co-Defendants requesting contribution, indemnification and/or subrogation.

IV. AMENDMENTS TO PLEADINGS:

Plaintiff filed an Amended Complaint adding Ms. Sapp's mother, Joanne Sapp ("Mrs. Sapp"), as a Defendant. The Amended Complaint alleged that Mrs. Sapp negligently entrusted the vehicle to her daughter, and further alleged that Ms. Sapp was acting as Mrs. Sapp's agent at the time of the accident.

V. SIMPLICATION/LIMITATION OF ISSUES:

N/A.

VI. STIPULATIONS/MATTERS REQUESTED TO BE ADMITTED:

None currently.

VII. DAMAGES/OTHER RELIEF:

See the pre-trial statement of the Plaintiff.

JACQUELINE EXLINE-HASSLER

Plaintiff

vs.

PENN NATIONAL INSURANCE
AND
DEJA VU, INC.
AND
KIRSTEN NICOLE SAPP

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* FREDERICK COUNTY
* Case No. 10-C-12-000410

ANSWERS TO INTERROGATORIES

Kirsten Nicole Sapp, by Lawrence E. Ballantine, her attorney, answers the Interrogatories propounded by Plaintiff and says:

(a) The information contained in these Answers is being provided in accordance with the provisions and intent of the Maryland Rules of Procedure, which require the disclosure of all facts which may be relevant or may lead to the discovery of relevant information. Accordingly, the party answering these Interrogatories, by providing the information requested, does not waive objections to its admission as evidence on grounds of materiality or relevancy or other proper grounds for objection.

(b) The information supplied in these Answers is not based solely upon the knowledge of the executing party but includes the knowledge of the party, her agents, representatives and attorneys, unless privileged.

(c) The word usage and sentence structure may be that of the attorneys assisting in the preparation of these Answers, and thus, does not purport to be the exact language of the executing party.

Interrogatory No. 1: State your full name, home addresses for the past ten years, your employer for the last 10 years, your current work address, date of birth, and social security number.

ANSWER: My full name is Kirsten Nicole Sapp. I reside at 612 Arrowwood Circle, Mt. Airy, Maryland 21771. I have lived at that address for the past ten years. I am not employed. My date of birth is January 16, 1989. My social security number is irrelevant to these proceedings and on advice of counsel I decline to provide it.

Interrogatory No. 2: Identify all insurance carriers or self-insured funds, by name, address, policy



numbers, and policy limits, for any insurance policy or fund which may provide coverage for any judgement entered against you related to this occurrence. If you are aware of any indemnification or contribution agreements between any of the Defendants, please identify those agreements.

ANSWER: At the time of the occurrence, the vehicle I was operating was insured by State Farm Mutual Automobile Insurance Company under policy number 0724-045-20B. That policy had liability limits of \$100,000.

Interrogatory No. 3: If you contend that any other entity or person, including any of the parties or the Plaintiff, was responsible for the automobile collision and Plaintiff's injuries, identify such person(s) or entities, and give a concise statement of the facts upon which you rely in support of your contention.

ANSWER: I make no such comention.

Interrogatory No. 4: State the name, business address, home address, telephone number, and area of expertise of all experts whom you propose to call as witnesses at trial or whose opinions you intend to utilize at the trial of this matter. Fo each expert state the amount of compensations paid, the subject matter to which the expert is expected to testify, the expert's opinions, and the factual basis for their opinions.

ANSWER: At this time, I have not yet retained any expert witnesses to testify at the trial in this matter. If and when such experts are retained, the information called for by this Interrogatory will be provided.

Interrogatory No. 5: Identify any documents and recordings including, but not limited to, pictures, photographs, PowerPoint presentations for use at trial, demonstrative exhibits, computer generated exhibits, electronically stored data, visual aids, overlays, employment records, plats, visual recorded images, audio recordings, cassette tapes, transcripts of testimony, diagrams and objects relative to the occurrence, the scene of the occurrence, Plaintiff's physical condition, or statements made³ by any party or witness. Identify the substance of the item, the date obtained, what is depicted within the item, and the name and address of the present custodian.

ANSWER: My attorney has photographs of the property damage done to my vehicle. Copies of those photographs are attached hereto. Additionally, any medical records and bills from the Plaintiff's healthcare providers would be relative to this occurrence. My attorney has subpoenaed medical records from the Plaintiff's healthcare providers and will provide copies of those records upon receipt.

Interrogatory No. 6: If you, your insurance carrier, private investigator, or any other person or entity is in possession of any written, oral, or recorded statements by any party or person with

JACQUELINE EXLINE-HASSLER	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
PENN NATIONAL INSURANCE	*	FREDERICK COUNTY
and	*	
DÉJÀ VU, INC.	*	
and	*	
KIRSTEN NICHOLE SAPP	*	Case No. 10-C-12-000410
Defendants	*	
* * * * *		

ANSWERS TO INTERROGATORIES

Defendant, Penn National Insurance, answers herewith the Interrogatories propounded by the Plaintiffs pursuant to Maryland Rule 2-421, and states as follows:

(a) The information supplied in these Answers is not based solely on the knowledge of the executing party but includes the knowledge of the party, its agents, representatives, and attorneys, unless privileged.

(b) The word usage and sentence structure may be that of the attorney assisting in the preparation of these Answers and thus does not necessarily purport to be the precise language of the executing party.

ANSWERS

INTERROGATORY NO. 1: Authority: State in what capacity you are authorized to respond to these interrogatories on behalf of Defendant Penn National and provide your full name, current business address, business title, length of time employed by Penn National, and all positions held by you for the last ten (10) years.



ANSWER NO. 1: Lisa Cholewczynski is a Senior Claims Representative with Penn National Insurance Company and is authorized to respond to these interrogatories on behalf of Penn National Insurance Company with the assistance of counsel. Her business address is P.O. Box 3880, Harrisburg, PA 17105

INTERROGATORY NO. 2: **Identification:** Identify the complete legal name of the Defendant Penn National, any trade name by which Defendant Penn National conducts business, any parent companies or subsidiaries, and identify where your principal place(s) of business is and the State in which the entity is incorporated.

ANSWER NO. 2: Pennsylvania National Mutual Casualty Insurance Company has its principal place of business, and is incorporated, in Pennsylvania. Home office is located in Harrisburg, Pennsylvania.

INTERROGATORY NO. 3: **Insurance Coverage:** Please identify any policy of insurance or any insurance agreement that was in effect at the time of the occurrence, and identify the type of policy, the identity of the insurance company, the policy number, and the policy limits and coverage afforded under the policy or policies.

ANSWER NO. 3: Pennsylvania National Mutual Casualty Insurance Company issued a policy of insurance under policy number 1290012044 to Jacqueline Exline and Steven Hassler. The police period was from April 22, 2009 through October 22, 2009. That policy provided uninsured motorist benefits in the amount of \$250,000 per person and \$500,000 per accident.

INTERROGATORY NO. 4: **Negligence:** If you contend that any other entity or

IN THE CIRCUIT COURT OF MARYLAND
FOR FREDERICK COUNTY
Civil Division

JACQUELINE EXLINE-HASSLER

Plaintiff,

v.

PENN NATIONAL INSURANCE, *et al*

Defendants.

Case No.: 10-C-12-000410 CN

ORDER

It is hereby ORDERED this ____ day of _____, 2012, by the Circuit

Court for Frederick County:

THAT Defendant Kirsten Sapp's Motion *In Limine* is hereby DENIED.

JUDGE, Circuit Court for Frederick
County, Maryland

cc: Laura G. Zois, Esquire
Walter Gillcrist, Esquire
Anne Howard, Esquire
Guido Porcarelli, Esquire.