



AMERICAN
ASSOCIATION FOR
JUSTICE®

The Association for Trial Lawyers

STAC

Student Trial Advocacy
Competition

**2025 STAC
Official Rules and Fact Pattern
National Finals
April 3-6, 2025**

*Holly Hunter, Administrator for
the Estate of Nicolas Hunter*

v.

Huffheins Trucking, LLC and Casey Snoats

nalae

AAJ is proud to partner with the National Association of Legal Advocacy Educators (NALAE) to host STAC.

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2025 AAJ STAC OFFICIAL NATIONAL FINALS **COMPETITION RULES**

Student Substitution Policy

Substitution of team members for Nationals is not permitted. **The same four students that competed and advanced from Regionals must compete in Nationals.** If a student is unable to attend Nationals, the team may compete with three team members – two advocates and one student playing both witnesses. For national finals is not permitted. If a member of the team that advanced is not able to compete the team may compete as a team of three.

Coaches and Coach Registration

A coach should work with each team in the final competition. The coach for a team that advances to the final competition does not have to be the person who coached the team at the regional competition – [all coaches for finals should fill out this form](#). A coach may be a law student but may not be a student who is competing in the competition.

Only team coaches or a non-competing designee are permitted to attend the coaches' meeting and file formal complaints. If a coach is unable to attend the coaches' meeting, they must notify AAJ and the regional coordinator. Only then will students or another designated person be permitted to attend the meeting in the coach's absence. A coach or non-competing designee must be in attendance at nationals.

AAJ must receive the names of the coach for each team to have a team contact and to allow them to observe the competition. A coach must be affiliated with the school they are coaching; alumni, professor, or a law student but may not be a student who is competing in the competition. Coaches do not need to be members of AAJ and **should not** register for the STAC event. Coaches must complete the online form, listing the team the coach is associated with by **April 1, 2025**. This is the information will be sent used to communicate logistics.

NATIONAL FINALS COMPETITION FORMAT

This is a trial skills competition. There is **no** motion or trial brief writing component. Each team will consist of four law students. Two students will be advocates and two students will play the witnesses for their side in each round. Advocates and witnesses may change their roles from round to round, but roles must remain consistent throughout each individual trial.

The National Finals will take place in person at Fulton County Courthouse, 136 Pryor St. SW, Atlanta, GA 30303. AAJ has a room block at the Westin Peachtree Plaza (210 Peachtree St. NW) and a [room block](#) for students/coaches is available until March 26. During the finals, each team will compete in three qualifying rounds. The top eight teams will advance to a single elimination quarterfinal round. The winners of each quarterfinal round will advance to a single elimination semifinal round. The winners

of each semifinal round will advance to a single elimination final round.

The first two qualifying rounds will be randomly paired, with no teams from the same school meeting each other. Teams will represent each side of the case once during these two rounds.

The third qualifying round will be power-matched. The team ranked first after the first two rounds will be matched against the team ranked second and so on (3 v. 4; 5 v. 6, etc.). If the natural power-match for the third round either (a) matches two teams who have met in the first two rounds or (b) matches two teams from the same school, the committee shall adjust the power matching so that the higher ranked team goes against the next available highest ranked team. To determine which side the teams represent, AAJ staff will do a coin flip. If the coin lands on head, the higher ranked team will be plaintiff, and if the coin lands on tails the higher ranked team will be defense.

At the conclusion of the third preliminary round at the National Final competition, the eight highest ranked teams shall advance to the elimination rounds of the tournament and the seeding of those teams shall be determined as follows: (1) win-loss record, (2) number of ballots won, (3) total point differentials, and (4) total points.

The first elimination round will be paired as follows:

Quarterfinal #1: 1st Seed v. 8th Seed

Quarterfinal #2: 4th Seed v. 5th Seed

Quarterfinal #3: 2nd Seed v. 7th Seed

Quarterfinal #4: 3rd Seed v. 6th Seed

Two teams from the same law school may not compete against each other at any point during the competition except in the final round of the National Finals. If two teams from the same school are paired in the quarterfinals or semifinals, the higher seeded team will maintain its position, and the other team from the same school will switch spots with the next lowest seeded team. For example, Team A and Team B are from the same school and are ranked 4th and 5th respectively. Team A would then be paired against the 6th seed team, and Team B would then be paired against the 3rd seed team.

If paired teams in the break rounds have met in the prior rounds or if a team from the same participating school faced the break round opponent in a prior round, they will each represent different sides than in the previous meeting. For example, if Team C was plaintiff against Team D in a qualifying round and in the quarterfinal round is paired against Team E who is from the same school as Team D, then Team E shall be plaintiff and Team C shall be defense. This rule applies to quarterfinals, semifinals, and finals.

If they have not yet met, each team will take the side they represented only once in preliminary rounds. If matched teams represented the same side the same number of times, AAJ staff will flip a coin to decide sides - if the coin lands on heads, the higher

ranked team will be plaintiff, and if the coin lands on tails the higher ranked team will be defense - and report to schools which side they will represent.

In the next elimination round, the winner of Quarterfinal #1 will play the winner of Quarterfinal #2, and the winner of Quarterfinal #3 will play the winner of Quarterfinal #4 in the semifinal rounds. (See note above on if pairings result in teams from the same school meeting each other.)

The winners of each semifinal round will advance to the National Final Round. The winner of the National Final Round will be the National Champion.

THE TRIAL

The competition this year involves the trial of a civil lawsuit. The same fact pattern will be used in the regional and final competitions, but it has been slightly adjusted for the national finals. The trial judge previously ruled that the case would be bifurcated, and the case being tried in the competition is the first phase of the case—the liability phase. Only evidence relevant to the liability issue will be received. There are no pending third-party claims.

The Federal Rules of Evidence (FRE) and Federal Rules of Civil Procedure (FRCP) are the applicable rules of evidence and civil procedure. Only these rules, and the law provided in the fact pattern, shall be used in argument. Specifically, no statutory, regulatory, or case law shall be cited unless such law is provided in the fact pattern.

Students may argue based upon the comments or advisory notes to the Federal Rules of Evidence but may not cite the cases contained therein. No written briefs, motions, or trial notebooks may be presented to the judge hearing a case. Advocates may show the judge part of the fact pattern that the judge is asked to rule on, only at the time the judge is asked to rule on it.

The trial will consist of the following phases by each team in this order:

- Motions *in Limine*
- Opening Statements for Plaintiff followed by Defendant
- Plaintiff's Case-in-Chief
 - Plaintiff's direct of Plaintiff's witness #1
 - Defendant's cross of witness
 - Plaintiff's redirect of witness
 - Similar for Plaintiff's witness #2
- Defendant's Case-in-Chief
 - Defendant's direct of Defendant's witness #1
 - Plaintiff's cross of witness
 - Defendant's redirect of witness
 - Similar for Defendant's witness #2
- Closing Argument
 - Plaintiff's Closing
 - Defendant's Closing

- Plaintiff's Rebuttal Closing

Each side is limited to two live witnesses whom they may call in any order. Plaintiff must call and may only call Jordan McDunnough and Blake Arizona. Defendants must call and may only call Casey Snoats and Avery Smalls. Neither side may call any witness adversely.

The trial has six (6) major advocacy opportunities for each team: opening statement; direct/redirect examinations (2); cross-examinations (2); and closing argument. Each attorney member of a team must handle three of the six opportunities. Opening statement and closing argument may not be done by the same person and individual statements may not be split between team members. Each team member must do a direct and cross. Each team member does not need to play an attorney role.

Courtrooms will be off-limits to all team members, coaches, friends, and family members who are not associated with either team competing, unless their team has already been eliminated from the competition.

No team may receive any coaching from anyone in any form during a round, including recesses or breaks. During a round, teams shall not have contact with anyone other than their team members until the round ends. The national coordinators have the authority to punish any violation of this rule by disqualifying the team from the remainder of the competition.

Performance at trial will be evaluated by a panel of judges and/or attorneys, one of whom will preside over the trial as Judge, making rulings as necessary, and the remainder of whom will act as the jury.

Motions

Each side will be permitted to make one motion *in limine*. Such motions are limited to 5 minutes per side— to make and to respond to motions.

Motions for a judgment as a matter of law and evidentiary objections are permitted.

Timing of the Trial

Each team will have 70 minutes to present its case (not including the additional 5 minutes per side for motions *in limine*); time will be stopped during objections. The time limit will be strictly enforced, although it is not necessary that all time allotted be used. There will be no time limits for specific aspects of the trial. Time on cross-examination is charged against the team conducting the cross-examination. Time will be stopped for objections and responses to objections. Team members will be responsible for timing the trials, as no bailiffs will be provided. Teams should meet and confer prior to closing argument if there are any issues regarding timing. If the issue cannot be resolved, the presiding judge will make the ruling on the amount of time left for each side.

Facts Outside the Record

Advocates must confine the questions, and witnesses must confine their answers to the facts provided in the fact pattern, any matters judicially noticeable under the Federal Rule of Evidence 201, and **necessary inferences** drawn from the case material on non-material facts.

1. **Necessary inference:** An inference is necessary if another and a different inference cannot be reasonably drawn from the facts stated. It is inescapable and inevitable. A necessary inference is NOT any fact that you might wish to be true, nor is it a factual inference that is merely possible or consistent with facts in the fact pattern. For example, if your witness is a police officer, it is a necessary inference that the officer went to and graduated from the police academy. However, it is not a necessary inference that the officer received any specialized training, like training in accident reconstruction.
2. **Material facts:** No inferred fact may be material, which is defined
 - a. as a fact that changes the merits of either side of the case or,
 - b. that bears on the credibility of any witness or litigant. So, if one of the witnesses is a police officer, then it is a necessary inference that the officer went to and graduated from the police academy, but it is not a necessary inference that the officer graduated at the top of their class.
3. **Impeachment by omission:** If during a direct examination a witness testifies to a material fact not contained in the case materials, the witness may be impeached during cross-examination through impeachment by omission. A witness must admit that counsel suggested the fact or that the witness him/herself made up the material fact, if true. The opponent should impeach if a witness says something outside the fact pattern.
4. **Cross-examination:** During cross-examination, an advocate may question the witness about non-events that are necessary inferences based on the problem materials. For example, if a police officer witness is testifying and the record is silent relating to DNA samples, it is a necessary inference that a police officer witness did not collect DNA samples from the crime scene. In this example, it is permissible to ask the police officer witness, "You never collected any DNA samples, correct?"
 - a. This question is permissible because the witness statements are full and complete statements of everything the witness knows. Therefore, the absence of information in the record about collection of DNA means DNA was not collected. If a witness is asked on cross-examination about the absence of information, the witness must admit that collection or testing was not done. **The witness is prohibited from saying "I do not know" or "that was not asked at my deposition."**
 - b. However, an advocate may not invent facts or use outside resources in

their questions to enhance the cross-examination of a witness. Taking the example of a police officer witness testifying and a silent record about DNA samples, an advocate shall not reference topics outside of the case file, such as the reliability of DNA, the scientific theory of DNA, the process of DNA collection, etc. In this example, it is not permissible to ask the police officer witness, "You're aware that the margin of error for DNA tests can be as high as five percent, correct?" This question is not a necessary inference.

5. **Re-cross examination:** While these rules generally prohibit re-cross examination of a witness, **re-cross examination is allowed for the limited purpose of impeaching the witness**, either by prior inconsistent statement or by omission, if a witness testifies during re-direct examination to a fact not contained in the case materials. The presiding judge will determine, based on arguments and evidence presented by counsel, whether a witness testified during re-direct examination to a fact not contained in the case materials.
 - a. In any event, even if a re-cross examination is allowed, under no circumstances will another re-direct examination be permitted after the re-cross examination concludes.

Witnesses

- A person of any gender may play any witness. During the pre-trial meet and confer, each team will notify the other team of the gender of each witness.
- All depositions are signed and sworn.
- The same attorney conducting direct examination of a witness shall also conduct the re-direct examination of the same witness if any.
- The only lawyer who may object during witness testimony is the lawyer examining that witness.
- Witnesses may not be recalled. Witnesses will not be physically sequestered but may be constructively sequestered by the presiding judge.
- While a witness is testifying, **no one** may communicate with them privately (e.g., no coaching your witness by text message). Otherwise, advocates and witnesses on the same team may communicate with each other during the trial.
- *A witness may not intentionally and unreasonably refuse to answer questions during cross-examination (or re-cross examination) and may not take any action designed to exhaust the time of the cross-examining advocate's team, such as repeatedly asking to be refreshed/have questions repeated, offering explanations to simple questions requires a "yes/no" answer, or shown their deposition or statement. Any team that encourages a witness to violate this rule is subject to sanctions consistent with the rules herein.*
- **Under no circumstances are witnesses permitted to testify that they were not asked a question in their depositions.** Any testimony to this effect, alleged by an opponent's objection and verified by at least one scoring judge or admitted by the offending team, is a material violation and shall be sanctioned as such.

RULE VIOLATION AND FILING OF COMPLAINTS

A competitor or coach violating any rules governing the competition may be subject to sanctions under these rules. All formal protests must be lodged to Jennifer Rafter, Kathryn Schwacha, and Tricia Cooley **within five (5) minutes of the conclusion of the trial in question**. Conclusion of the trial means the moment the judges dismiss the competitors after closing arguments have concluded (or otherwise signal that the trial is done); **the trial concludes, and the five-minute clock thus starts, before any feedback from judges is given**. Coaches should immediately notify the opposing coach by text, email, or in person. Coaches should wait outside the AAJ Judges/Administration room only after informing Jennifer Rafter, Kathryn Schwacha, and Tricia Cooley AND discussing the issue with the coach of the opposing team. If the issue of whether the deadline has expired is raised, the burden is on the protesting team to demonstrate that the protest was made to the appropriate party within the five-minute deadline.

General Protest Procedure

1. Protests can only be filed regarding conduct that takes place during the course of the trial.
2. At the beginning of the final competition, AAJ staff and the National Coordinators will designate up to six coaches, representatives of the participating schools, or AAJ members as the protest committee for the final competition.
3. **Protests concerning witness testimony will be handled in the manner described above in the "Facts Outside the Record" section.** All other protests must be lodged with the regional host, who will promptly convene the protest committee. In the national finals, protests must be formally lodged by emailing Jennifer Rafter, Kathryn Schwacha, and Tricia Cooley. After lodging an official protest, the protesting coach must inform the opposing team's coach, and coaches from both teams are required to meet in the courthouse hallway to confer. Protest committee members who are coaches or representatives of the protesting law school or of the law school against which the protest is lodged may not participate in deciding the protest. However, every protest must be decided by at least three (3) protest committee members.
4. If by disqualification, unavailability, or otherwise, less than three (3) members of the protest committee remain, an additional qualified member or members will be selected by the national coordinators.
5. Protests may be considered and decided according to such procedures and standards as the protest committee may determine, subject to the following guidelines:
 - a. **Protests are not intended to be and should not become part of the competitive process.** They are a last resort and should be lodged only for an alleged substantial violation of the competition rules and relevant

ethical standards. If the protest committee determines a protest is without merit or frivolous, the protest committee **may** impose sanctions on the protesting team.

- b. Since uncertainty and surprise play a role in many trials, the protest committee should give weight to whether the protesting team was able, or through the use of resourceful trial techniques should have been able, to neutralize the protested conduct.
- c. The protest committee may, but is not required to, consult with the judges of the protested round, the coaches of the involved teams, the team members, and the witnesses in the round in deciding the protest.
- d. Protests should be determined as soon as practicable.
- e. Protest results are final and can't be appealed.

Sanctions

These sanctions are for any violation of the rules contained herein under the "Facts Outside the Record" section and only for those specific rules.

1. Guidelines – In determining whether a violation occurred and, if so, the severity of the violation, protest committees shall be guided by the following:
 - a. Whether the fact testified to was material;
 - b. Whether the fact testified to was a necessary inference;
 - c. Whether the conduct was intentional or unintentional
 - i. In determining whether any facts elicited which violate the Necessary Inference Rule were intentional or unintentional, the protest committee shall consider:
 1. whether the fact was elicited more than once;
 2. whether the fact was argued by the team who elicited the fact in closing argument; and
 3. whether the advocate who elicited the fact attempted to address the fact by
 - a. withdrawing the fact;
 - b. asking the witness to clarify ("are you sure you have previously said...");
 - c. moving to strike the fact; or
 - d. otherwise informed the presiding judge, scorers, and/or opposing advocates that the fact was unintentionally elicited.
2. Suggested Penalties – AAJ considers violations of this rule serious and wants protest committees to take violations seriously to discourage teams from violating the rule in this and future competitions. The following suggested penalties are not mandatory but shall be used as guidance for protests

concerning this rule. Once a violation is found, points may be deducted from the score of the violating team in the following situations:

- a. **Material Violations:** If the protest committee finds the violation to be material, they may deduct 2.5 – 5.5 points from the violating team’s score on each ballot using the guidelines.
 - b. **Non-Material Violations:** If the protest committee finds the violation non-material, they may deduct at least one half (.5) but no more than two and a half (2.5) points on each ballot using the guidelines.
 - c. **Unintentional Conduct:** If the protest committee finds that the conduct was unintentional, they may choose not to deduct any points.
3. All protest point deductions should end in half-points (0.5, 1.5, 2.5, etc.). This ensures that deductions do not result in tied ballots.
 4. Additional Sanctions – If the protest committee finds the severity of the violation to warrant sanctions more severe than point deductions, the protest committee may:
 - a. Require the offending team to forfeit a ballot;
 - b. Require the offending team to forfeit the round via a “bye” for the other team (For ranking purposes in a qualifying round, a bye will count as a win and the team with the bye will be deemed to have had three ballots and the points equal to the average of the team’s points from the two other qualifying rounds.); or
 - c. Disqualify the offending team from the competition.

Protests under this procedure are not encouraged. Any complaints should be limited to substantial violations that are well-grounded in fact. All participants are encouraged to act within the spirit and letter of the competition rules.

JURY INSTRUCTIONS

The instructions provided in the fact pattern are the only instructions that will be given. The instructions are the only statements of the applicable substantive law. Instructions will not be eliminated or modified, and no additional instructions may be tendered or will be given.

EXHIBITS & TRIAL TECHNOLOGY

A case file of all materials will be provided to the presiding judges. Advocates should

authenticate exhibits, impeach, and refresh recollection by referencing the case file.

During any trial, counsel may use only: (1) those exhibits and jury instructions provided in the problem itself; demonstrative evidence as defined herein. No other evidence or audiovisual aids will be allowed.

- Nothing in this rule permits teams to create new exhibits or evidence.
- No charts or drawings may reflect facts outside the record.
- All exhibits are stipulated as authentic and genuine for purposes of trial.

For In-Person National Final Rounds

- Teams may use PowerPoint and screens. AAJ staff will provide more information regarding the use of courthouse technology as it becomes available.
- Teams may also use physical demonstratives if they do not want to use courthouse technology.
- During trial, team members may communicate only with each other, judges, the opposing team, and tournament officials. They may not communicate with coaches, family, or anyone else. **TEAMS SHOULD NOT USE ANY PHONES OR SMART WATCHES DURING THE TRIAL.** Teams that violate this rule are subject to sanctions.
- Teams **are** permitted to use stopwatches and laser pointers during the trial.
- For purposes of this competition, "demonstrative evidence" includes diagrams, maps, drawings, graphs, charts, timelines and/or lists of facts, elements, or arguments (such as closing argument outlines) that are written or created **during** the trial using a whiteboard or flip chart. The entirety of these demonstratives **must** be created during trial including any heading or graph lines. Demonstratives of this nature are **not** required to be disclosed prior to trial because they **must** be created during trial. Teams must bring their own whiteboard or flip chart as well as markers and erasers. Demonstratives of this kind are also not subject to limitation on PowerPoint slides.
- Teams may enlarge any exhibit, including the jury instructions, in the file to any size they choose. Teams may bring as many enlargements as they choose; however, teams must share their enlargements with their opponents in each round. Teams may also bring flip charts and/or whiteboards.

PowerPoint Presentations (pending courthouse technology availability)

- Presentations may be created prior to trial but counsel may **only** use the exhibits provided in the problem itself, the jury instructions, and the verdict forms. Teams may use callouts or highlighting in their PowerPoint presentations and may insert answers into the questions on the verdict forms.
- Animations are strictly prohibited. This refers to re-creations akin to a video, not slide transitions in PowerPoint. Highlights and callouts may appear via pop ups in PowerPoint.
- PowerPoint presentations are limited to a total of thirty (30) slides, **not** including blank slides that merely separate one section of the presentation from another.
- Depositions used for impeachment only also do **not** count as part of the thirty (30)

slides.

- Each side (plaintiff and defense) may have their own PowerPoint presentation of thirty (30) slides. PowerPoint presentations **must** be disclosed to opposing counsel before trial begins.
 - This requirement does not apply to the use of a deposition for impeachment purposes only.

COMPETITION LOGISTICS

All teams **MUST** meet and confer approximately 15-30 minutes prior to the round in their courtrooms. All advocates should ensure they are in their courtrooms at least 15 minutes before the rounds are scheduled to begin.

Students and coaches should not arrive at the courthouse more than one hour prior to the round start time.

All students, coaches, and spectators need to bring a photo ID to the courthouse every day. To enter, you may need to show your ID to security. There will be a student check-in with AAJ staff to show ID and identify students with their team.

Below are the finalized start times for the national competition. The length of each round is estimated at two and a half hours but may be shorter or longer when competing.

- | | |
|-----------------------------|---|
| • Thursday, April 3: | First Qualifying National Round - 6:00 PM start |
| • Friday, April 4: | Second Qualifying National Round - 6:00 PM start |
| • Saturday, April 5: | Third Qualifying National Round - 10:00 AM start |
| • Saturday, April 5: | Quarterfinal National Round - 3:00 PM start |
| • Sunday, April 6: | Semifinal National Round - 10:00 AM start |
| • Sunday, April 6: | Final National Round - 2:30 PM start |

Each team will be assigned a three-digit number that will be used to identify each team without revealing their law school or region throughout the competition.

IN THE SUPERIOR COURT FOR STEELTON COUNTY

**HOLLY HUNTER, Administrator for the)
Estate of NICOLAS HUNTER,)
Plaintiff)**

v.)

**HUFFHEINS TRUCKING, LLC and)
CASEY SNOATS,)
Defendants)**

CIVIL ACTION NO. AAJ-STAC-2025-001

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF THIS COURT:

NOW COMES HOLLY HUNTER, Administrator for the Estate of NICOLAS HUNTER, Plaintiff herein, complaining of HUFFHEINS TRUCKING, LLC (hereinafter "HUFFHEINS TRUCKING") and CASEY SNOATS (hereinafter "SNOATS"), Defendants herein, and for cause of action would respectfully show the Court and jury the following:

I.

PARTIES

1. Plaintiff HOLLY HUNTER is an individual residing in Steelton County and is suing as the Administrator of the Estate of NICOLAS HUNTER.
2. Defendant SNOATS is an individual residing in Austin, Keystone.
3. Defendant HUFFHEINS TRUCKING is a domestic corporation with its principal place of business in Louisiana.

II.

FACTUAL BACKGROUND

4. On or about October 25, 2023, Nicolas Hunter was operating his vehicle eastbound

on Highway 71 near the exit for ST Loop 1. At the same time, Defendant SNOATS was operating a tractor-trailer owned and/or operated by HUFFHEINS TRUCKING also headed eastbound on Highway 71 near the exit for ST Loop 1.

5. At approximately 9 a.m., SNOATS noticed that there were orange straps flapping around underneath the tractor-trailer SNOATS was operating. SNOATS pulled over onto the shoulder of Highway 71 to investigate. SNOATS discovered that an orange strap that had been used by SNOATS to secure the load that had just been delivered to a building site had not been properly secured following that delivery and had wrapped around the drive shaft for the tractor-trailer. Rather than calling back to the yard for assistance from a mechanic, SNOATS attempted a self-repair using a personal pocketknife and attempted to cut the strap loose from the drive shaft. After cutting off some pieces of the strap, but while there was still a significant amount of strap left wrapped around the drive shaft, SNOATS determined that the tractor-trailer was in good enough condition to be “limped back” to the yard. At that point, SNOATS discovered that a brake line had been cut near the drive shaft, either by SNOATS using the pocketknife or by the straps that had been wrapped around the driveshaft, and SNOATS decided to perform another self-repair and simply wrap a piece of the orange strap around the brake line to try to patch the leak. At that point, SNOATS returned to the cab and continued down Highway 71.

6. As SNOATS approached the exit for ST Loop 1, SNOATS noticed that the pressure gauges in the tractor-trailer showed that the brake pressure was dropping. Instead of immediately attempting to pull all the way over onto the shoulder of Highway 71, SNOATS saw a gore between Highway 71 and the exit for ST Loop 1 and steered the tractor-trailer towards that gore, but at that point the brakes on the tractor-trailer locked up as a safety precaution due to the drop in air pressure, and the tractor-trailer came to a stop outside of the gore. A portion of the tractor-trailer

was sticking out into both the righthand lane of traffic on Highway 71 and into the lefthand lane of traffic on the exit for ST Loop 1. After the tractor-trailer came to a stop, SNOATS failed to turn on the hazard lights on the rear of the tractor-trailer and failed to put out any emergency reflective triangles or any other type of warning to oncoming drivers.

7. While attempting to exit onto ST Loop 1, the vehicle driven by Nicolas Hunter violently collided with the rear of the tractor-trailer, resulting in Hunter's death.

8. Nicolas Hunter was survived by his mother, HOLLY HUNTER.

III.

SURVIVAL ACTION

9. Plaintiff adopts and incorporates by reference all previous paragraphs of the Complaint as if set forth in their entirety.

10. At the time of and on the occasion in question, Defendant SNOATS, while operating a commercial motor vehicle, failed to use or exercise ordinary care by various acts or omissions, including, but not limited to, the following acts, each of which singularly or in combination with others constitutes an act of negligence that was a direct and proximate cause of the occurrence in question and resulted in the injuries therefrom:

- a. Failing to properly inspect the subject vehicle prior to departing the building site to ensure that all straps were stored properly to prevent them from coming loose;
- b. Deciding to perform a self-repair on the subject vehicle in a manner that ultimately rendered the subject vehicle inoperable;
- c. Failing to follow company policies regarding calling back to the yard to ask for assistance from a mechanic to repair and/or inspect the subject vehicle;
- d. Failing to provide appropriate warnings to other drivers to ensure that other drivers would be aware the subject vehicle was stopped in two different lanes of traffic;

- e. Failing to timely remove a disabled vehicle from lanes of traffic; and/or
- f. Failing to properly inspect the subject vehicle after it first came to a stop to ensure that it was safe for continuing to travel.

11. Additionally, and without waving the foregoing, Plaintiff will further show that Defendant SNOATS was in the course and scope of his/her employment with Defendant HUFFHEINS TRUCKING at the time of this collision and immediately prior thereto. Therefore, under the doctrine of *respondeat superior*, Defendant HUFFHEINS TRUCKING is responsible for Plaintiff's damages caused by Defendant SNOATS.

12. Additionally, at the time of and on the occasion in question, Defendant HUFFHEINS TRUCKING failed to use or exercise ordinary care by various acts or omissions, including, but not limited to, the following acts, each of which singularly or in combination with others constitutes an act of negligence that was a direct and proximate cause of the occurrence in question and resulted in the injuries therefrom:

- a. Failing to exercise reasonable care in the hiring, training, and supervising of Defendant SNOATS;
- b. Entrusting the subject vehicle to Defendant SNOATS;
- c. Failing to provide proper and clear instructions to Defendant SNOATS regarding the safe operation of and repair of the subject vehicle.

IV.

WRONGFUL DEATH

13. Plaintiff adopts and incorporates by reference all previous paragraphs of the Complaint as if set forth in their entirety.

14. At the time of and on the occasion in question, Defendant SNOATS, while operating a commercial motor vehicle, failed to use or exercise ordinary care by various acts or omissions, including, but not limited to, the following acts, each of which singularly or in

combination with others constitutes an act of negligence that was a direct and proximate cause of the occurrence in question and resulted in the injuries therefrom:

- a. Failing to properly inspect the subject vehicle prior to departing the building site to ensure that all straps were stored properly to prevent them from coming loose;
- b. Deciding to perform a self-repair on the subject vehicle in a manner that ultimately rendered the subject vehicle inoperable;
- c. Failing to follow company policies regarding calling back to the yard to ask for assistance from a mechanic to repair and/or inspect the subject vehicle;
- d. Failing to provide appropriate warnings to other drivers to ensure that other drivers would be aware the subject vehicle was stopped in two different lanes of traffic;
- e. Failing to timely remove a disabled vehicle from lanes of traffic; and/or
- f. Failing to properly inspect the subject vehicle after it first came to a stop to ensure that it was safe for continuing to travel.

15. Additionally, and without waving the foregoing, Plaintiff will further show that Defendant SNOATS was in the course and scope of his/her employment with Defendant HUFFHEINS TRUCKING at the time of this collision and immediately prior thereto. Therefore, under the doctrine of *respondeat superior*, Defendant HUFFHEINS TRUCKING is responsible for Plaintiff's damages caused by Defendant SNOATS.

16. Additionally, at the time of and on the occasion in question, Defendant HUFFHEINS TRUCKING failed to use or exercise ordinary care by various acts or omissions, including, but not limited to, the following acts, each of which singularly or in combination with others constitutes an act of negligence that was a direct and proximate cause of the occurrence in question and resulted in the injuries therefrom:

- a. Failing to exercise reasonable care in the hiring, training, and supervising of Defendant SNOATS;

- b. Entrusting the subject vehicle to Defendant SNOATS;
- c. Failing to provide proper and clear instructions to Defendant SNOATS regarding the safe operation of and repair of the subject vehicle.

V.

JURY DEMAND

17. Plaintiff requests a jury trial and tenders the appropriate fee with this Complaint.

VI.

REQUEST FOR RELIEF

18. For the reasons stated above, Plaintiff asks that this Court issue citation for HUFFHEINS TRUCKING and SNOATS to appear and answer, and that upon trial on the merits Plaintiff, as the Administrator of the Estate of NICOLAS HUNTER, recovers judgment for the following:

- a. Past and future pain and suffering;
- b. Loss of wages and earning capacity in the past and future;
- c. Loss of companionship;
- d. Past and future mental anguish;
- e. Funeral expenses;
- f. Loss of society;
- g. Medical expenses;
- h. Loss of household services;
- i. Pre-judgment and post-judgment interest;
- j. Cost of suit;
- k. All other relief, general and special, which Plaintiff is entitled to receive at law or in equity, or for which this Court deems proper.

Respectfully submitted,

/s/ L. W. Yer
Attorney for Plaintiff

IN THE SUPERIOR COURT FOR STEELTON COUNTY

**HOLLY HUNTER, Administrator for the)
Estate of NICOLAS HUNTER,)
Plaintiff)**

v.)

CIVIL ACTION NO. AAJ-STAC-2025-001

**HUFFHEINS TRUCKING, LLC and)
CASEY SNOATS,)
Defendants)**

DEFENDANTS' ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF THIS COURT:

Defendants HUFFHEINS TRUCKING, LLC (hereinafter "HUFFHEINS TRUCKING") and CASEY SNOATS (hereinafter "SNOATS") file this Original Answer to Plaintiff's Original Complaint:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied.
6. Denied.
7. Admitted.
8. Admitted
9. No need to admit or deny, but to the extent required, denied.
10. Denied.
11. Denied.

12. Denied.

13. No need to admit or deny, but to the extent required, denied.

14. Denied.

15. Denied.

16. Denied.

17. No need to admit or deny.

18. Denied.

AFFIRMATIVE AND OTHER DEFENSES

1. Defendants are not liable to the Plaintiff because NICOLAS HUNTER'S own acts and/or omissions proximately caused or contributed to NICOLAS HUNTER'S own injury. On the occasion in question, NICOLAS HUNTER failed to exercise that degree of care which a person of ordinary care and prudence would have exercised under the same or similar circumstances, and such failure to use ordinary care for their own safety was a proximate cause of the alleged injuries.

Respectfully submitted,

/s/ Max Fried
Attorney for Defendants

IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for the)
Estate of NICOLAS HUNTER,)
Plaintiff)

v.)

CIVIL ACTION NO. AAJ-STAC-2025-001

HUFFHEINS TRUCKING, LLC and)
CASEY SNOATS,)
Defendants)

STIPULATIONS

COME NOW the parties, by and through counsel, and so file the following Stipulations for the trial of this matter, which shall have the binding effect of being taken as established facts if so offered at trial:

1. The Superior Court for Steelton County follows the Federal Rules of Evidence.
2. The Superior Court for Steelton County follows the Federal Rules of Civil Procedure.
3. The Official Competition Rules of this jurisdiction are fully incorporated and adopted herein.
4. All depositions taken in this case are signed and sworn by each respective deponent as being accurate and authentic. None of the witnesses made changes or corrections to their deposition testimony.
5. This case has been bifurcated into a liability phase and a damages phase. For purposes of this trial, the parties will try the liability phase only.
6. Defendants may pursue all, some, or none of their affirmative defenses listed in their Answer to Plaintiff's Complaint.

7. All exhibits are deemed authentic and are true copies, meaning they are what they purport to be. All parties reserve the right to raise other evidentiary objections to the admission of any exhibit at the trial of this matter.

8. All witnesses have personally seen and reviewed all exhibits contained in the case file.

9. Nicolas Hunter was pronounced dead by emergency medical technicians at the scene of the accident at 10:30 a.m. An autopsy determined that Nicolas Hunter died due to injuries sustained in the subject accident, including blunt force trauma to the head and chest.

10. Plaintiff must call and may only call Jordan McDunnough and Blake Arizona. Defendants must call and may only call Casey Snoats and Avery Smalls. Neither side may call any witness adversely.

11. Nicolas Hunter was not married and had no children at the time of his death.

12. Nicolas Hunter was 6 feet tall and weighed 185 pounds at the time of his death.

13. Steelton is a comparative fault jurisdiction, which means that Plaintiff's ultimate recovery would be reduced by any percentage assigned to Nicolas Hunter.

14. The parties agree that Exhibits 18, 22-23, 26, and 30-31 are business records under FRE 803(6), and any objections to such exhibits on the basis of hearsay, or hearsay-within-hearsay, have been waived.

15. The parties agree that Exhibits 20, 24, 29, 35 and 36 are public records under FRE 803(8), and any objections to such exhibits on the basis of hearsay, or hearsay-within-hearsay, have been waived.

16. Exhibits 20 and 29-30 were produced by the parties during discovery and reviewed by both Blake Arizona and Avery Smalls as part of the work in this case. As such, Blake Arizona

and/or Avery Smalls can be the sponsoring witnesses for these exhibits, and if these exhibits are offered during the testimony of Blake Arizona and/or Avery Smalls, then no objections to lack of foundation or lack of personal knowledge will be allowed.

17. The accident took place at approximately 9:45 a.m. on the morning of October 25, 2023.

18. Keystone law requires all drivers and passengers to wear seat belts while the vehicle is moving.

19. The parties have agreed that objections under Rule 611 shall not be entertained by the Court and that cross examination will not be limited to the scope of direct examination.

20. The parties agree that the brake failure was caused by Snoats' attempted repair on the date in question, and that no other alternative cause will be offered at trial.

21. At all relevant times, Casey Snoats was acting within the course and scope of employment for Huffheins Trucking, LLC.

22. The legal blood-alcohol concentration (BAC) in this jurisdiction is 0.08.

23. Statements made by Nicolas Hunter qualify as opposing party statements under Rule 801 if offered by the Defendant.

24. The truck involved in this accident was owned by Huffheins Trucking, LLC.

25. Adriana Rocha and Carl Showalter are unavailable pursuant to Rule 804.

26. All time stamps for text message exhibits are shown in GMT.

IN THE SUPERIOR COURT FOR STEELTON COUNTY

**HOLLY HUNTER, Administrator for the)
Estate of NICOLAS HUNTER,)
Plaintiff)**

v.)

CIVIL ACTION NO. AAJ-STAC-2025-001

**HUFFHEINS TRUCKING, LLC and)
CASEY SNOATS,)
Defendants)**

JURY CHARGE

LADIES AND GENTLEMEN OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Here are the instructions for answering the questions:

Do not let bias, prejudice, or sympathy play any part in your decision.

The Plaintiff's claim is for negligence. "Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

"Proximate cause" means a cause, unbroken by any new and independent cause, that was a substantial factor in bringing about an injury, and without which cause such injury would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that the injury, or some similar injury, might reasonably result therefrom. There may be more than one proximate cause of an injury.

The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a "yes" answer, then answer "no." A preponderance of the evidence is not measured by the number of

witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

The Plaintiff has the burden of proof on their claim of negligence. That is, the Plaintiff must prove that one or more of the Defendant was negligent by a preponderance of the evidence.

An employer is “vicariously liable” for its employee’s actions while the employee is acting within the course and scope of their employment. Defendants admit that Snoats was acting in the course and scope of employment at all times relevant to this case.

The Defendants have pleaded the affirmative defense of comparative negligence. The defense asserts that the negligence of Nicolas Hunter was a proximate cause of Nicolas Hunter’s injury. The definitions applying to negligence which I have previously given to you apply to the defense of comparative negligence. The defense has the burden of proof on their affirmative defense. That is, the defense must prove that Nicolas Hunter was negligent by a preponderance of the evidence before the defense would prevail on that issue.

IN THE SUPERIOR COURT FOR STEELTON COUNTY

**HOLLY HUNTER, Administrator for the)
Estate of NICOLAS HUNTER,)
Plaintiff)**

v.)

CIVIL ACTION NO. AAJ-STAC-2025-001

**HUFFHEINS TRUCKING, LLC and)
CASEY SNOATS,)
Defendants)**

VERDICT FORM – QUESTION ONE

QUESTION NO. 1:

For purposes of this question, did the negligence, if any, of the persons named below proximately cause the accident in question?

Answer “Yes” or “No” for each of the following:

CASEY SNOATS: _____

HUFFHEINS TRUCKING: _____

NICOLAS HUNTER: _____

If you answered “Yes” to Question No. 1 for either CASEY SNOATS or HUFFHEINS TRUCKING and also answered “Yes” to Question No. 1 for NICOLAS HUNTER, then answer the following question. Otherwise do not answer the following question.

FOREPERSON

IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for the)

Estate of NICOLAS HUNTER,)

***Plaintiff*)**

v.)

CIVIL ACTION NO. AAJ-STAC-2025-001

HUFFHEINS TRUCKING, LLC and)

CASEY SNOATS,)

***Defendants*)**

VERDICT FORM – QUESTION TWO

QUESTION NO. 2:

For purposes of this question, you should only assign percentages to those you find caused the damages identified in response to Question No. 1. The percentages you find must total 100%. The percentages must be expressed in whole numbers. The percentage of responsibility is not necessarily measured by the number of acts or omissions found.

For those found by you to have caused the damages, if any, to NICOLAS HUNTER, find the percentage caused by:

CASEY SNOATS: _____

HUFFHEINS TRUCKING: _____

NICOLAS HUNTER: _____

Total 100%

FOREPERSON

IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for
the Estate of NICOLAS HUNTER,

Plaintiff,

V.

HUFFHEINS TRUCKING, LLC, and
CASEY SNOATS,

Defendants.

Cause No. AAJ-STAC-2025-001

ORAL DEPOSITION
OF JORDAN MCDUNNOUGH
July 10, 2024

ORAL DEPOSITION OF JORDAN MCDUNNOUGH, produced as a witness at the insistence of HUFFHEINS TRUCKING, LLC, and duly sworn, was taken in the above styled and numbered cause on July 10, 2024, from 1:00 p.m. to 3:00 p.m., before GUILLERMO POQUITO, CSR, CCR, in and for the State of Keystone, reported by machine shorthand, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record herein.

1 PROCEEDINGS

2 JORDAN MCDUNNOUGH

3 having been first duly sworn, testified as follows:

4 CROSS EXAMINATION

5 BY DEFENDANTS' COUNSEL:

6 Q: Good afternoon, can you please state your name for the record.

7 A: Good afternoon, my name is Jordan McDunnough.

8 Q: How do you pronounce your last name, just so it's clear for
9 everyone on the record?

10 A: Mick-done-uh. Pretty straightforward.

11 Q: How old are you?

12 A: I'm 25 years old.

13 Q: Where do you live?

14 A: I live in Austin, Keystone.

15 Q: What do you do for work?

16 A: I work at Nikola.

17 Q: What is Nikola?

18 A: It's an electric car company. I would think everyone would know
19 that. Pretty famous name these days.

20 Q: What do you do at Nikola?

21 A: I'm in sales. My background was in computer science and computer
22 engineering, which is how I got started at the company back in
23 California, but I transitioned to sales once I came to the new

1 facility in Austin. There is more money in sales, and my background
2 helps me to explain the finer points of our vehicles to customers.

3 Q: Tell us about your education?

4 A: I grew up in California, around Los Angeles, and went to school
5 at UCLA. I was studying computer science and engineering, but I
6 was bored and wanted to get started with my career, so I dropped
7 out and went to work with Nikola in their Palo Alto headquarters.
8 That was when I was twenty years old. Then, in January 2022, I
9 moved to Austin to work in the new headquarters here. That's when
10 I transitioned into sales.

11 Q: Did you know Nicolas Hunter?

12 A: I did. I called him Nick, but yes, I knew him.

13 Q: I'm showing you Exhibit 1, what is this?

14 A: It's a photograph of Nick from right around the time he died.

15 Q: And is Exhibit 1 a fair and accurate depiction of Nick Hunter
16 from around the time of his death?

17 A: It is.

18 Q: How did you meet Nicolas?

19 A: He was working in sales in the Austin facility when I got there.
20 He was my same age and had a very similar backstory to mine -
21 dropped out of college, young, hungry - all that stuff. So, we
22 became fast friends.

23 Q: Outside of the office, what kinds of things would you and
24 Nicolas get up to for fun?

1 A: I mean, we were two people in their early twenties making six
2 figures in one of the most fun towns in the country. What do you
3 think we got up to? We worked hard and we had a lot of fun when we
4 weren't working.

5 Q: Drinking? Going out to bars?

6 A: Sure. We weren't alcoholics or anything, but we liked to have
7 a good time. Go get drinks after work. Meet people. Stuff like
8 that.

9 Q: Drugs?

10 A: Not me. I know what you're getting at, but not me, man. That
11 wasn't my thing. And I don't know if it was Nick's thing or not.
12 If it was, I wasn't around for it.

13 Q: I'm showing you what has been marked as Exhibit 2, do you
14 recognize this?

15 A: Yes, that's a screenshot of some text messages between Nick and
16 myself from the morning of October 25th.

17 Q: Do you know what that final message from Nicolas meant?

18 A: No idea. That was a long time ago. We were just texting back
19 and forth about the night before. I was pretty out of it. No idea
20 what he was talking about.

21 Q: Okay, we'll come back to that later. Let's talk more about that
22 day. Were you with Nicolas on the morning of October 25, 2023?

23 A: I was. We went out the night before and ended up crashing at
24 his place that night. The 25th was a Wednesday, so it was a workday,

1 so once we dragged ourselves out of bed that morning we headed
2 into work.

3 Q: What time did you normally get to work?

4 A: We were supposed to get there around 9 a.m. That was what we
5 were told. But c'mon, it's a tech job, so people are pretty casual
6 about what time they show up to work.

7 Q: What time did you leave Nicolas' house that morning?

8 A: I think it was around 9:25 in the morning, maybe a bit later.

9 Q: So, the two of you were running late?

10 A: I don't know if I would stay that. Again, it wasn't that strict
11 of a workplace. If you got your job done nobody really worried
12 about what time you showed up.

13 Q: I'm showing you Exhibit 3, do you recognize this?

14 A: Yes, that is a printout that shows the time we entered and
15 exited the building every day. We have to enter with a key card,
16 and they keep track of when we enter and exit the building, and we
17 have access to those records to track our own performance.

18 Q: Is Exhibit 3 a true and correct copy of your time records?

19 A: Yes, it is. These are my time records showing when I entered
20 and exited the building.

21 Q: Alright, so the two of you were headed into work. Who was
22 driving?

23 A: Nick was driving.

24 Q: I'm showing you Exhibit 4, what is this?

1 A: It's a picture of Nick's car.

2 Q: And is it a fair and accurate depiction of Nicolas' car as it
3 appeared prior to the accident on October 25, 2023?

4 A: Yes, it is.

5 Q: What road were the two of you driving on that morning on your
6 way to work immediately before the accident took place?

7 A: We were on Highway 71 headed eastbound approaching ST Loop 1.
8 We were going to take ST Loop 1 north towards the office.

9 Q: All right, I'm showing you Exhibits 5 and 6. What are these?

10 A: These are overhead pictures of the area we were driving. Exhibit
11 5 is more zoomed out and Exhibit 6 is more zoomed in on the exact
12 place where the exit for ST Loop 1 is off of Highway 71.

13 Q: Are Exhibits 5 and 6 fair and accurate depictions of what that
14 area looked like on the date of the accident?

15 A: Yes.

16 Q: All right, now I'm showing you Exhibits 7 through 14. What are
17 these?

18 A: These are photographs of the route along Highway 71 as you
19 approach the exit for ST Loop 1. You can see the exit for ST Loop
20 1 going off to the right and up the ramp on Exhibits 11 through
21 14, and you can really see that little triangle where that truck
22 was parked on those last couple of exhibits. I've since learned
23 that they call that a "gore." That's where the accident took place.

24 Q: What was the visibility like that day?

1 A: Perfect, from what I can remember. Sun was out, it was daytime,
2 not a cloud in the sky. Pretty much what you see in these pictures.

3 Q: What is the speed limit in that area of Highway 71 going east?

4 A: 70 miles per hour.

5 Q: And how fast was Nicolas going that morning?

6 A: I don't know exactly. Nick always drove a little fast, but that
7 didn't bother me. I don't know, traffic is always pretty heavy on
8 that road, and it was that morning. So, I would say right around
9 the speed limit or a little bit above.

10 Q: Looking back at Exhibits 7 through 14, which show the lead up
11 to that exit from Highway 71 onto ST Loop 1, were there any hills
12 or bridges or anything else on that highway that obstructed your
13 view of that exit as you approached it.

14 A: Nothing I can see. I mean, there was traffic on the highway,
15 obviously. But there aren't any large obstructions or anything.
16 Pretty wide open.

17 Q: Based on what you saw, was Nicolas paying attention to the road
18 and where he was going as he drove down Highway 71 that morning?

19 A: As far as I could tell. I mean, I wasn't paying that much
20 attention I suppose. I was still pretty groggy from the night
21 before. But I don't recall Nick being distracted or anything. I
22 don't recall him swerving or anything either. It all seemed pretty
23 normal to me.

1 Q: Was he texting or using his cellphone while approaching that
2 exit or driving that morning?

3 A: I don't recall that, but I could've missed it. I mean, we all
4 do that. I know it's dangerous to text and drive, trust me, we all
5 get that lesson in school and when we go through driver's
6 education, but we all do it. So, I'm not even sure I would have
7 noticed if he did pick up his phone to look at it or read a text.
8 But I can assure you that he wasn't looking at his phone when we
9 hit the back of that truck.

10 Q: Do you know where his phone was while he was driving down
11 Highway 71?

12 A: Oh man, you're really testing my memory now. Maybe it was on
13 his lap. I know that was something he did, have his phone on his
14 leg or something while he drove, so that's possible. But, again,
15 I don't think he was texting.

16 Q: All right, as the two of you were approaching that exit, when
17 did you first see that truck sitting at the exit to ST Loop 1?

18 A: I don't remember noticing it until right before Nick slammed on
19 the brakes. What I do remember is that when I finally saw that
20 truck and realized it was stopped, there were no hazard lights, no
21 cones out, no reflective triangles or flares, basically nothing
22 that would have told us that the truck was stopped there. Like I
23 said earlier, there was a lot of traffic that day, so I think that
24 if I saw the truck earlier, I would have just thought it was moving

1 along with traffic and wouldn't have registered it at all. But
2 what I can tell you is that by the time I noticed the truck was
3 stopped in a lane of traffic it was too late for Nick to do
4 anything.

5 Q: I'm showing you Exhibits 15 through 17. What are these?

6 A: Those are pictures of the truck. Well, I say the truck, but, as
7 you can see, the truck had that vehicle or whatever on the back of
8 it, which you can see in Exhibit 17. So, you're really looking at
9 that vehicle at the back of the truck, which shows what I saw when
10 I looked up and realized that the truck had come to a stop in that
11 lane of traffic. The other two pictures show the truck itself and
12 the trailer it was hooked up to, but we couldn't see any of that
13 as we approached it, like I already said.

14 Q: And are Exhibits 15 through 17 fair and accurate depictions of
15 what you saw when you realized that truck was stopped on the
16 highway?

17 A: Yes.

18 Q: How long was it between when you realized that truck was stopped
19 and when Nicolas' car collided with the back of that truck?

20 A: It was a split second. I saw the truck, yelled, "look out!",
21 and then I could feel Nick slamming on the brakes. It couldn't
22 have even been a second later and we hit the back of the truck.

23 Q: So, was there anything Nicolas could have done to avoid hitting
24 the back of the truck at that point?

1 A: No. I mean, that truck was in two different lanes of traffic,
2 including in the exit lane. We were taking that exit and by the
3 time I realized that truck was stopped there was no time to do
4 anything.

5 Q: You say you yelled "look out!" So, does that mean you saw the
6 truck first?

7 A: I don't know who saw it first. How would I know what Nick saw
8 or when he saw it. All I know is that as soon as I realized that
9 the truck was stopped, I yelled, and Nick almost immediately
10 slammed on the brakes. That's what happened. He reacted as fast as
11 anyone could.

12 Q: So, do you know if Nick was looking up and saw the truck at the
13 same time you did?

14 A: I don't know where he was looking. I assume he was looking up,
15 I don't know why he wouldn't have been looking up, but again, I
16 wasn't looking at what he was doing. I was just trying to get my
17 eyes to focus and get ready for a day of work.

18 Q: Were the two of you drinking the night before the accident?

19 A: We went to happy hour the night before, had a few drinks, then
20 met some friends out as well. It wasn't a crazy night or anything.

21 Q: Who bought the drinks that night?

22 A: I mean, everyone was buying rounds, you know how that goes. You
23 buy one round and then someone else buys the next round, and so
24 on.

1 Q: I'm showing you what has been marked as Exhibit 18. What is it?

2 A: It's a receipt from Durphy's, the bar we were hanging out at
3 that night. It's my receipt. So, this shows the drinks I bought
4 that night.

5 Q: Is Exhibit 18 a true and correct copy of that receipt?

6 A: Yes.

7 Q: So, does this show all the drinks you bought or all the drinks
8 you drank that night?

9 A: Just the ones I bought. I didn't drink that much at all, maybe
10 a couple of shots, that's about it. I was completely fine actually.

11 Q: How do you explain buying that many drinks and spending that
12 much money and only having a couple of shots?

13 A: Have you ever been out with friends? I don't know, somebody
14 buys a round, then you buy a round, and you want to keep the party
15 going. Plus, we had a couple clients there, so I was just trying
16 to show them a good time.

17 Q: How many did Nicolas drink?

18 A: Don't know. Lost track.

19 Q: Well, given that, how were the two of you feeling the next
20 morning?

21 A: I felt fine. Again, I didn't drink very much, so it wasn't
22 really an issue for me. And Nick seemed fine. Alert. I mean, he is
23 the one that woke me up that morning and said we needed to get to
24 work. So, obviously he was doing okay.

1 Q: How do you explain that?

2 A: I don't know. Guess he is just a morning person that can handle
3 his booze. I mean, that morning before we left Nick made us a big
4 breakfast too, like eggs, bacon, the whole works, and then did the
5 dishes. So, I guess he couldn't have been too hungover, if he was
6 hungover at all.

7 Q: Were the two of you doing cocaine that night before the
8 accident?

9 A: I wasn't. I know that the toxicology report or whatever y'all
10 showed me shows that Nick had cocaine in his system that morning,
11 but I have nothing to do with that. What I can tell you is that I
12 was with Nick all night and that morning and didn't see him do any
13 cocaine.

14 Q: Alright, tell me about the moment of impact with that truck?

15 A: Well, like I said, I saw the truck, yelled, and Nick slammed on
16 the brakes, but it was too late. The front left corner of Nick's
17 car collided with the right rear of that thing that was on the
18 back of the truck, and that's when I blacked out. I came to a few
19 minutes later and was sitting in the passenger seat. I had a pretty
20 good bump on my head, and I was sore, but that was about it.

21 Q: What about Nicolas?

22 A: He wasn't in the car. He had been thrown out of the car at some
23 point. I got out of the car and ran out to find him lying behind
24 the truck. He was barely breathing. I called 9-11 immediately and

1 they sent an ambulance and EMTs, but by the time they got there he
2 was dead.

3 Q: What did he look like when you found him?

4 A: He was a bloody mess. Cuts all over his body, blood streaming
5 down and covering his face. I just kneeled down next to him and
6 kept saying his name over and over again, "Nick! Nick!" like that,
7 but he was non-responsive.

8 Q: Did you see the driver of the truck that you hit?

9 A: I did. The driver was on his/her cellphone talking to someone.
10 I could overhear the conversation and it sounded like the driver
11 was talking to his/her boss or something, someone with the company.
12 I yelled at the driver, "Hey, why don't you come help me!" But the
13 driver just shrugged their shoulders. Seemed like a real jerk given
14 what was happening right in front of them. Then the driver started
15 to walk over towards us but turned around and started to run back
16 to the truck and said something like, "Oh damn, I better get out
17 those reflectors."

18 Q: I'm showing you Exhibit 19, what is this?

19 A: That's the lawsuit that I filed over my injuries in this case.

20 Q: Is Exhibit 19 a true and correct copy of that lawsuit.

21 A: It is.

22 Q: It shows here that you sued Huffheins Trucking but it also shows
23 that you sued your friend, Nicolas Hunter. So, do you believe that
24 Nicolas was responsible for that accident?

1 A: Absolutely not.

2 Q: Then why did you sue him?

3 A: Because my lawyer told me that if I didn't sue him then the
4 trucking company would try to blame it all on Nick, so the best
5 thing to do was sue them both. I just listened to what my lawyer
6 told me to do.

7 MCDUNNOUGH'S COUNSEL: Objection, this testimony and the
8 question violates the attorney-client privilege and we move to
9 strike from the record.

10 DEFENSE COUNSEL: Duly noted.

11 Q: So, just to be clear, you're telling me that you sued your
12 "friend" even though you don't think he did anything wrong?

13 A: That's right. I don't know how the legal system works. I just
14 did what I was advised to do.

15 Q: I'm showing you what has been marked as Exhibit 20, have you
16 seen this before?

17 A: I have.

18 Q: Do you dispute anything on this police report?

19 A: Yeah, I don't have any recollection of that woman driving next
20 to us or behind us or whatever, but I can tell you that Nick wasn't
21 on his phone the whole time we were driving down that highway that
22 day. And I already told you that I didn't see that truck until the
23 last second, so the idea that we should have seen that truck
24 sitting there earlier, I don't know about that. Maybe she did, and

1 good for her, but that has nothing to do with what Nick saw or
2 didn't see.

3 Q: I'm showing you what has been marked as Exhibit 30. These are
4 cellphone records showing some text messages that were sent and
5 received on October 25, 2023. Do you recognize the phone number 1-
6 512-555-0723?

7 A: Yes, that's Nick's cell number.

8 Q: You see there that it shows texts being sent and received by
9 Nick in the minutes leading up to the crash?

10 A: I do, but I don't remember seeing Nick texting. Again, I might
11 have missed it I suppose.

12 Q: Do you know who he was texting with?

13 A: I don't know. I don't recognize that number.

14 Q: Was Nicolas wearing a seatbelt that day?

15 A: Yes, as far as I can remember.

16 Q: Have you understood all my questions?

17 A: Yes.

18 Q: Do you have anything to add regarding this matter that you
19 haven't already said?

20 A: Nope, I've told you everything I know.

21 Q: And have you given complete answers to every question without
22 leaving anything out?

23 A: Yes.

(Proceedings Adjourned.)

I, Jordan McDunnough, have read the foregoing deposition and hereby affix my signature that same is true, correct, and accurate, and that all information I have regarding this case has been provided in this deposition and that nothing has been left out.



JORDAN MCDUNNOUGH

SUBSCRIBED AND SWORN TO by the said witness, JORDAN MCDUNNOUGH, before me, the undersigned authority, on this 10th day of July 2024.

Guillermo Reyes

NOTARY PUBLIC IN AND FOR

THE STATE OF KEYSTONE

COMMISSION EXPIRES:12-1-2024

Blake Arizona

Arizona Motor Carrier Safety Consulting, LLC
232 Main St.
Tuscaloosa, Alabama
BArizona@AMCSC.co

September 1, 2024

RE: Civil No. AAJ-STAC-2025-001; *Holly Hunter, Administrator for the Estate of Nicolas Hunter v. Huffheins Trucking, LLC*; In the Superior Court for Steelton County

Dear Counsel:

This letter is intended to serve as my expert report in the above referenced matter. You have retained me at a cost of \$500 per hour in order to review this matter, all the relevant documents related to this matter, and to draft this report. If I am required to testify at trial then I will require an additional \$750 per hour for those services, including my travel time. Pursuant to my role as an expert in this case, I hereby certify with my signature below that this report represents a complete and accurate account of all of the work I've done on this matter and of all of my opinions in this case and that I have not left anything relevant to this case out of this report. Additionally, you will find a copy of my *curriculum vitae* attached herein at Exhibit "A."

Reviewed:

I reviewed the following documents in coming to my opinions in this case:

- Exhibits 1-36
- July 10, 2024 Deposition of Jordan McDunnough
- July 11, 2024 Deposition of Casey Snoats

These are the types of materials reasonably and customarily relied upon by experts in the trucking industry and the field of vehicular accidents in conducting the type of investigation I conducted in this case and in reaching the types of opinions that I reached in this case.

Accident Description:

The following is a brief description of the accident based on the various depositions that I've reviewed in this case along with the Austin Police Officer's Crash Report.

On October 25, 2023, at approximately 9:00 a.m., the tractor-trailer driven by Casey Snoats and belonging to Huffheins Trucking, LLC (hereinafter “Huffheins”) was travelling eastbound on Highway 71 approximately two miles from the exit for ST Loop 1 where the accident took place. The tractor-trailer driven by Snoats had a moffet attached to the back, which you can see on Exhibits 16 and 17. A moffet is just a forklift, a small forklift, that is used to load and unload pallets of building materials on and off of the flatbed trailer that was attached to Snoats’ truck. Snoats noticed that an orange half-inch-wide ratchet strap had come loose and pulled over onto the shoulder of Highway 71 to inspect the situation. Snoats realized that the strap had wrapped around the drive shaft for the vehicle and had become entangled with the air lines for the truck. Snoats used a pocket knife that Snoats had to cut the strap from around the drive shaft. Snoats then noticed that there was a leak in one of the air lines located near the drive shaft and attempted to use some of the strap that had been cut off of the drive shaft to wrap around that air line to stop the leak. Snoats then got back into the tractor-trailer and began to drive eastbound on Highway 71 in an effort to “limp back” to the truck yard.

As the tractor-trailer being driven by Snoats continued down the road, the loose parts of the strap that were still located around and near the air line that Snoats had been unable to remove and/or that Snoats had used to wrap the air line punctured one of the brake lines on the tractor-trailer, which caused the brakes to lose pressure. Photographs of the loose strap that caused the puncture in the brake line can be seen in Exhibit “C” to the Austin Police Department crash report, which is Exhibit 20. As Snoats approached the exit for ST Loop 1 at approximately 9:40 a.m., an alert that came on inside Snoats’ tractor-trailer alerted Snoats to the issue, and Snoats attempted to pull into the gore that separates Highway 71 and the exit for ST Loop 1. You can see that gore shown in Exhibit 6. However, as Snoats attempted to drive the truck into the gore and get out of traffic the safety system on the truck that is meant to prevent runaways in the event of brake failure locked up the brakes and forced the truck to stop while the truck was still in two different lanes of traffic. You can see this on Exhibit 21 to this report, where I have put a red square to show where Snoats’ tractor-trailer came to a stop in two different lanes of highway traffic. While Snoats claims that they turned on the hazard lights other witnesses dispute that claim, and I am unable to determine whether the hazard lights were turned on. What is certain is that Snoats did not put out reflective triangles, flares, or any other kind of warning device behind the truck.

At approximately 9:45 a.m., Nicolas Hunter was driving his 2004 Chevrolet Malibu eastbound on Highway 71 in the second lane from the right, and he intended to exit onto ST Loop 1. There was light traffic in the area and visibility was clear. There was nothing obstructing Mr. Hunter’s view other than the other traffic in the area. Witnesses indicate that while Hunter had his phone on his lap, he was not looking down or holding the phone in his hand at the time of the accident or while driving down Highway 71 towards the ST Loop 1 exit. Additionally, witnesses are unable to say whether Nicolas Hunter would have been able to see the tractor-trailer with sufficient time to stop or evade the rear of the tractor-trailer. When Mr. Hunter saw the tractor-trailer in his lane of traffic and realized it was not moving he slammed on the brakes which created the skid marks you can see in Exhibit “B” to the Austin Police Department crash report, which is Exhibit 20. However, it was too late and the left front of Mr. Hunter’s vehicle collided with the right rear of the tractor-

trailer, specifically the moffet. Mr. Hunter was thrown from the vehicle and died at the scene before EMS arrived.

*Note: The writer of this report does not necessarily adopt the police officer's narrative of the accident or any other witnesses' version of the accident and is using these for descriptive purposes only.

Overview of Trucking Company:

Huffheins is located in Shreveport, Louisiana, and is a USDOT-registered, authorized-for-hire interstate carrier of general freight, metal, sheets, coils, rolls, logs, poles, beams, lumber, building materials, fresh produce, liquids, gases, grain, feed, hay, garbage, refuse, chemical, refrigerated food, beverages, paper products and intoxicating alcohol. According to reports submitted by Huffheins with the Federal Motor Carrier Safety Administration (hereinafter "FMCSA") and dated January 4, 2023, Huffheins employs 2,971 drivers, operates 3,039 power units, and traveled over 200,000,000 miles in 2022. As a registered and authorized motor carrier, Huffheins is subject to compliance with the Federal Motor Carrier Safety Regulations (hereinafter "FMCSRs"). Currently, Huffheins has a "satisfactory" rating dated July 10, 2022.

Additionally, when Huffheins applied for, and subsequently received, their Operating Authority, they had to make a Safety Certification on the application as follows:

"APPLICANTS SUBJECT TO FEDERAL MOTOR CARRIER SAFETY REGULATIONS."

If you will operate vehicles of more than 10,000 pounds and are, thus, subject to pertinent portions of the USDOT's FMCSRs at 49 CFR, Chapter 3, Subchapter B (Parts 350-399), you must certify as follows:

"Applicant has access to and is familiar with all applicable USDOT regulations relating to the safe operation of commercial vehicles and the safe transportation of hazardous materials, and will comply with these regulations."

In so certifying, applicant is verifying that, at a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with FMCSRs.
2. Can produce a copy of the FMCSRs and the Hazardous Materials Transportation Regulations.
3. Has in place a driver safety training/orientation program.
4. Has prepared and maintains an accident register (49 CFR 390.15).

5. Is familiar with DOT regulations governing driver qualifications and has in place a system for overseeing driver qualification requirements (49 CFR 391).
6. Has in place policies and procedures consistent with USDOT regulations governing driving and operational safety of motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR 392, 395, and 396).
7. Is familiar with, and will have in place on the appropriate effective date, a system for complying with USDOT regulations governing alcohol and controlled substances testing requirements (49 CFR 382 and 40).

FMCSRs Part 390 establishes the general applicability, definitions, general requirements and information pertaining to persons subject to the FMCSRs. Amongst those general requirements is FMCSRs §390.3(e) entitled "Knowledge of and compliance with the regulations." This regulation requires that every employer shall be knowledgeable of and comply with all regulations that are applicable to that motor carrier's operations, and every driver and employee shall be instructed regarding, and shall comply with, all applicable regulations, and that all motor vehicle equipment and accessories be maintained in compliance with all applicable performance and design criteria as set forth. FMCSRs §390.11 entitled "Motor carrier to require observance of driver regulations" states that whenever a duty is prescribed for a driver or a prohibition is imposed upon the driver, it shall be the duty of the motor carrier to require observance of such duty or prohibition.

Based on the foregoing, Huffheins was responsible for Casey Snoats' knowledge of, and compliance with, the FMCSRs, and ensuring the safe operation of the commercial motor vehicle (CMV) he/she was operating on their behalf.

Overview of Driver:

The driver of the Huffheins CMV, Casey Snoats, was in possession of a ST Class A CDL #8675309 and was 56 years old at the time of the accident. According to Casey Snoats' driver qualification file, he/she has filled out an Application for Employment with Huffheins dated September 29, 2023. According to the New Data Driver Sheet found within Snoats' driver qualification file, his start date with Huffheins was September 30, 2023, and the accident took place less than one (1) month later, on October 25, 2023.

An analysis of the file materials for Casey Snoats in the context of FMCSRs §391.11, which sets forth the criteria for the qualifications of drivers, reveals the following:

- Is at least 21 years old. **(Yes, DOB 07/04/1968)**
- Can read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records. **(Yes)**

- Can, by reason of experience, training, or both, safely operate the type of commercial motor vehicle he/she drives. **(Yes, KE Class A CDL, 10+ years of CMV experience)**
- Is physically qualified to drive a commercial motor vehicle in accordance with Subpart E Physical Qualifications and Examinations of this part. **(Yes, issued 06/05/2017)**
- Has a currently valid commercial motor vehicle operator's license issued only by one State or jurisdiction. **(Yes, valid KE Class A CDL)**
- Has prepared and furnished the motor carrier that employs him/her with the list of violations or the certificate as required. **(Yes)**
- Is not disqualified to drive a commercial motor vehicle under the rules. **(Yes)**
- Has successfully completed a driver's road test and has been issued a certificate of driver's road test, or has presented an operator's license or a certificate of road test which the motor carrier that employs him/her has accepted as equivalent to a road test. **(Yes, 06/19/2017, copy of KE Class A CDL)**

Opinions:

1.) Failure to properly secure load.

FMCSRs §391.13 entitled, “Responsibilities of drivers” requires that, “In order to comply with the requirements of §§392.9(a) and 383.111(a)(16) of this subchapter, a motor carrier shall not require or permit a person to drive a commercial motor vehicle unless the person—(a) Can, by reason of experience, training, or both, determine whether the cargo he/she transports (including baggage in a passenger-carrying commercial motor vehicle) has been properly located, distributed, and secured in or on the commercial motor vehicle he/she drives; (b) Is familiar with methods and procedures for securing cargo in or on the commercial motor vehicle he/she drives.”

Additionally, Huffheins’ policies, which can be found in Exhibit 22, state that drivers are required to “ensure that various tools used to secure a load, including clamps, straps, etc., are safely secured and do not present any danger to the tractor-trailer or other cars around the tractor-trailer.”

As noted above, it is clear that after Snoats dropped off a load earlier that morning and that he/she failed to properly secure the straps that were used to secure that load on the return trip to the yard, which is what allowed the orange strap to come loose in the first place. The strap should have been properly secured and placed in the box at the front of the flatbed trailer, and if that would have occurred then the straps would not have come loose, would not have become wrapped around the drive shaft for the tractor-trailer, and would not have punctured the air line causing the initial leak. Instead, after using the straps that had initially been used to secure the load for the trip to the job

site to tie up a bundle of lumber so that it could be delivered to the work site, Snoats allowed some portion of the strap to stay loose for the return trip to the yard, which is what allowed that strap to wrap around the drive shaft and puncture the brake line. Had none of that taken place then this accident would not have occurred.

2.) *Failure to properly repair.*

FMCSRs §396.7, entitled “(a) Unsafe operations forbidden” requires that, “(a) General — A motor vehicle shall not be operated in such a condition as to likely cause an accident or a breakdown of the vehicle. Such operation shall be conducted only if it is less hazardous to the public than to permit the vehicle to remain on the highway.”

Once Snoats noticed the loose tie-down strap hanging, Snoats then attempted a roadside repair with a personal pocket knife without taking the appropriate steps to ensure the CMV was in a safe operating condition prior to proceeding on in an attempt to “limp back” to the yard. According to Huffheins’ own policies, which you can see in Exhibit 22, there were a number of provisions within the handbook that required Snoats to call back to the yard to have a mechanic or serviceperson come out to look at the subject tractor-trailer and determine what repairs were necessary in order to get the truck into safe operating condition before attempting to get the tractor-trailer back to the yard. Instead, Casey Snoats attempted the assessment and repairs on their own, without calling for a mechanic or serviceperson, which means that Casey Snoats was performing the repair without having the proper qualifications, training, knowledge and experience to know how to do that repair properly. As a result, any of several things may have taken place:

- 1) Snoats may have sliced through the brake line while attempting to cut the straps loose from the drive shaft, which is what caused the leak in the brake lines that ultimately caused the tractor-trailer to lose brake pressure and come to a stop in the lanes of traffic;
- 2) Snoats left pieces of the strap attached to the drive shaft after attempting to cut them loose with the pocket knife, which meant that pieces of the strap would have been whipping around underneath the truck and may have again contacted the brake line and caused another leak that ultimately led to the truck coming to a stop; and/or
- 3) The piece of strap that Snoats tied around the brake line to try to stop the leak came loose or did not work to stop the leak, which allowed air to continue leaking out of the brake line and ultimately caused the brakes to lose pressure and caused the truck to come to a stop in two lanes of traffic.

Regardless of exactly what happened, Snoats’ efforts to perform a self-repair without calling into the yard for assistance was a direct and proximate cause of the subject accident.

3.) *Failure to properly supervise and/or train.*

According to Casey Snoats' driver qualification file, the Detailed Report from the FMCSA of Casey Snoats, which can be found in Exhibit 23, reveals the following violation summary:

Violation #	Description	# of Violations	# of Out-of-Service Violations
§393.9(a)	Inoperable required lamp	4	2
§393.104(b)	Damaged securement system/tiedowns	7	1
§393.84	Inadequate floor condition	1	0
§393.104(f)(3)	Loose or unfastened tiedown	1	1
§396.17(c)	Operating a CMV without proof of periodic inspection	1	0
§392.2RG	State vehicle registration or license plate violation	1	0
§393.75(a)(3)	Tire-flat and/or audible air leak	1	1

Additionally, Snoats' driving records from the Keystone DPS, which can be found in Exhibit 24, show the following accidents and moving violations:

Violation	Date	Personal Vehicle or Commercial Vehicle
Speeding	2/28/2019	Personal
Speeding	3/28/2014	Personal
Accident; Non-Injury	11/23/2013	Commercial
Accident; Non-Injury	8/14/2019	Commercial
Accident; Non-Injury	1/12/2011	Commercial
Accident; Non-Injury	1/20/2010	Personal
Speeding	2/17/2007	Personal
Speeding	9/25/2005	Personal

Huffheins was aware of all of these violations on the part of Casey Snoats at the time Casey Snoats was hired, because they were either included in Casey Snoats' driver qualification file kept by Huffheins, included on Snoats' application, or would have been publicly available through a search

through DPS records. Thus, knowing about these past violations, Huffheins had an obligation to supervise and monitor Casey Snoats regarding Snoats' knowledge of and compliance with the regulations listed above and company policies with respect to the proper maintenance and inspection of company vehicles while on the road, and should have provided Casey Snoats additional training with respect to its policies on roadside maintenance to ensure that Casey Snoats was aware of the proper way to repair the subject CMV.

The failure to properly instruct and/or train Snoats regarding the importance of safety was a direct and proximate cause of the subject accident. Had Snoats understood the value of safety and the dangers posed by attempting to "limp back" to the yard in this situation then Snoats would have never left the shoulder of Highway 71 and would never have ended up blocking traffic, which would have prevented this accident entirely.

Conclusion:

It is my opinion, within a reasonable degree of certainty in the field of commercial motor vehicle compliance, enforcement and safety, that Huffheins failed to have the necessary safety management controls in place and functioning to meet the safety fitness standards and to comply with the applicable safety regulations, and to reduce the risks associated with commercial motor vehicle accidents, with regard to Casey Snoats' operations, which fell below the standard of care. Huffheins and Snoats' actions and/or inactions, demonstrated a conscious disregard for safety of operations as well as for other motorists, including Mr. Hunter, and constitute negligence on the parts of both Snoats and Huffheins, as noted above in this report. Compliance with the applicable safety standards, which are established for safe operation and protection of the public, is a clear duty of all CMV operators/drivers and motor carriers. It is also my opinion that Huffheins and Snoats caused and/or contributed to the cause of the accident as detailed above in this report.

Please let me know if you have any questions, concerns, or comments about anything contained within this report or if there is anything else you would like for me to look into in preparation for trial on this matter.

Respectfully,

Blake Arizona

Blake Arizona

EXHIBIT

A



CURRICULUM VITAE

Blake Arizona
 Arizona Motor Carrier Safety Consulting, LLC
 232 Main St.
 Tuscaloosa, Alabama
 BArizona@AMCSC.co

Degrees in Higher Education

B. S. (1978)	Business Administration University of Tennessee, Knoxville, TN
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Professional Experience

1986-Present	<u>Arizona Motor Carrier Safety Consulting, LLC</u> Tuscaloosa, AL Founder and President
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Consult with companies of all types and sizes that operate commercial motor vehicles, as well as shippers and carriers of hazardous materials, with respect to compliance with Title 49, The Code of Federal Regulations Parts 171-180 & 301-399 (Federal Motor Carrier Hazardous Materials and Safety Regulations) as enforced by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, and adopted by the States.

Work in all areas of management and operations, with special emphasis on the development of effective safety management controls for compliance with CFR Title 49. Establish safety compliance programs designed to improve company safety fitness standards, as well as to reduce highway accidents and incidents through compliance, education and training in all applicable safety and hazardous materials regulations.

Management and driver training programs that can be customized to the needs of the customer and geared toward compliance with applicable safety and hazardous materials regulations. Driver training is available in the areas of accident avoidance/reduction, defensive driving, decision driving, fuel economy, road testing, train the trainer and proper use of equipment through inspection, repair and preventative maintenance. Conduct audits and safety seminars for managers, supervisors, office staff and drivers. Truck-related accident consulting including investigation and litigation consulting services.

Responsible for the overall planning, direction, and implementation of the consulting activities provided by AMCSC. As a former U.S. Department of Transportation Special Agent, provide much of the day to day application and interpretation of specific safety and hazardous materials regulations to our customers and staff.

1978-1986

U.S. Department of Transportation Federal Highway Administration

Bureau of Motor Carrier Safety

2121 8th Ave. North Birmingham, Alabama

Special Agent

Highway Safety Management Specialist

Region 4 – Southeastern Region – Birmingham, AL

Trained at the USDOT's Transportation Safety Institute in Oklahoma City, OK. Initial on-the-job training from a former Interstate Commerce Commission Safety Investigator, whose father had been a career ICC Safety Investigator, and who had also been a trucking industry Director of Safety for five years before coming back to government service with the USDOT. The ICC originally had the truck safety regulatory enforcement authority (as a result of the Motor Carrier Act of 1935) from 1937 (when the Bureau of Motor Carriers became effective) until 1966 when the USDOT was formed as a result of the Department of Transportation Act.

Assigned the ongoing responsibility for personally administering the Federal Motor Carrier Safety Program in the State of Alabama (had national authority) to motor carriers and shippers of all types and sizes. Independently promoted and enforced motor carrier and hazardous materials carrier/shipper compliance with the safety and hazardous materials regulations (CFR Title 49) while functioning within the program objectives and within a largely self-developed and self-adjusted area work plan, encompassing most of Alabama. Also worked jointly within Region 4 (Southeast region).

Responsible for developing and implementing an annual work plan for my territory, which included approximately 3,000 known motor carriers and HM shippers of record (constantly expanding), consistent with national and regional goals, and emphasis areas geared to address the most critical problem areas.

Independently plan and carry out a schedule of periodic safety and hazardous materials compliance reviews of carrier and shipper operations involving in-depth investigation into all areas of compliance required by the Federal Motor Carrier Safety Regulations. Prepared civil and criminal enforcement cases, which resulted in civil forfeiture penalties and criminal prosecutions, which included testifying before grand juries.

Performed thousands of driver and vehicle roadside safety compliance inspections, working closely with various federal and state enforcement personnel. Performed additional vehicle inspections during compliance reviews of motor carriers.

Conduct in-depth investigations into the causes of highway accidents and hazardous materials incidents involving commercial motor carriers and vehicles. Perform bus/truck accident investigation/reconstruction and analysis of primarily multiple-fatality and high-property-damage accidents. Worked jointly with the National Transportation Safety Board on several accidents.

Provide technical assistance and information, frequently as an organizer or participant in safety meetings, seminars, or training programs on the federal program, motor carrier safety, hazardous materials transportation safety, and other carrier topics to carrier officials and employees, industry representatives, state, county and city law enforcement and emergency response personnel, and others interested in highway safety.

Provide written and/or oral application/interpretation(s) of the federal regulations within the program framework; draft letters, memoranda, and internal reports to respond to questions on a variety of technical subjects; and maintain liaison and effective working relationships with other federal, state, county and city officials involved in truck enforcement and safety.

Kept abreast of industry problems and trends, vehicle technology, changing hazardous materials developments, the activities of other federal, state and local agencies, as well as state regulations relative to motor carrier safety, legal interpretations and court rulings that impact the program.

Professional Affiliations

North American Transportation Management Institute (NATMI)

Alabama Trucking Association

National Safety Council

Research and Scholarship

Hours of Service, Overdrive Magazine, October 1991.

Notification, Reporting and Recording of Accidents, Overdrive Magazine, November 1992.

Transportation of Hazardous Materials – Driving and Parking Rules, Overdrive Magazine, December 1992.

D.O.T. Compliance - Questions and Answers, Overdrive Magazine, June 1995.

Moving Transportation into the 21st Century - Overview of The Transportation Equity Act (PL 105 178), Transportation Equipment News, January 2000.

A Former Field Agent's Perspective - The New D.O.T. Safety Administration, Transportation Equipment News, March 2002.

Department of Transportation Requirements and Beyond: Minimizing Exposure Through Compliance and Forward Thinking, Defense Research Institute, February 2005.

Federal Motor Carrier Safety Regulations - New Hours of Service Regulations, Southeastern Motor Carrier Liability Institute, May 2008.

Important Federal and State Motor Carrier Safety Regulations, State Bar of Keystone, November 2012.

An Introduction to the Federal Motor Carrier Safety Regulations, Steelton Law School CLE, March 2014.

A Backstage Pass to a Federal Motor Carrier Safety Administration Compliance Review, State Bar of Keystone, October 2018.

Avoiding Road Rash: Reducing Transportation Related Risks, Southern Association of Wholesale Distributors, Southern Leadership Division Meeting, November 2019.

IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for
the Estate of NICOLAS HUNTER,

Plaintiff,

v.

HUFFHEINS TRUCKING, LLC, and
CASEY SNOATS,

Defendants.

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)
)
)
) Cause No. AAJ-STAC-2025-001
)
)
)
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ORAL DEPOSITION
OF BLAKE ARIZONA
October 1, 2024

ORAL DEPOSITION OF BLAKE ARIZONA, produced as a witness at
the insistence of HUFFHEINS TRUCKING, LLC, and duly sworn, was
taken in the above styled and numbered cause on October 1, 2024
from 1:00 p.m. to 3:00 p.m., before GUILLERMO POQUITO, CSR, CCR,
in and for the State of Keystone, reported by machine shorthand,
pursuant to the Federal Rules of Civil Procedure and the provisions
stated on the record herein.

1 PROCEEDINGS

2 BLAKE ARIZONA

3 having been first duly sworn, testified as follows:

4 CROSS EXAMINATION

5 BY DEFENDANTS' COUNSEL:

6 Q: Good afternoon. Can you please state your name for the record.

7 A: Good afternoon, my name is Blake Arizona.

8 Q: What kind of name is Arizona?

9 A: My dad owned a furniture store in Arizona called "Unpainted
10 Arizona," because they sold unpainted furniture. His last name was
11 Roberts, but "Unpainted Roberts" sounds pretty stupid. So, he
12 changed his last name.

13 Q: Okay, seems convoluted. Anyways, just a couple of things I
14 wanted to clarify from your report. You say that you're getting
15 paid \$500 per hour to review this case and draft your report. So,
16 how much have you billed up to this point?

17 A: I've billed about twenty hours at this point, so \$10,000 or so.
18 I anticipate that with this deposition and any trial testimony
19 I'll end up around \$15,000 for the case.

20 Q: Have you reviewed anything else since your report was written?

21 A: I've reviewed the report of Avery Smalls.

22 Q: Do you do much litigation consulting as part of your business
23 with AMCSC?

1 A: I do. I've been retained as a safety expert in just over 160
2 cases in the past fifteen years, so a little over ten cases per
3 year, and I've testified in either a deposition or at trial in
4 about 10% of those cases, so maybe sixteen to twenty cases.

5 Q: Always for the plaintiff?

6 A: No, actually, I work with both plaintiff and defense firms. You
7 could say it is whoever calls first, but the reality is that I've
8 been retained on a number of cases where after I examined the case
9 the lawyers didn't like my opinion very much, so I ended up not
10 being a testifying expert in the case. I always tell the lawyers
11 the same thing: I'll review the case and give you my honest
12 opinion, and you can do with it whatever you want!

13 Q: Your opinion doesn't speak to the negligence, if any, of Nicolas
14 Hunter. Why is that?

15 A: I wasn't asked to look at that. I was asked to examine what the
16 driver of the tractor-trailer did and what the trucking company
17 did, and that's what I did.

18 Q: Do you have any thoughts about the actions of Hunter that day?

19 A: Well, if you ask me, if the company doesn't entrust one of its
20 trucks to Snoats, or never hires Snoats in the first place, or
21 trains Snoats to do the job safely, or if Snoats just secures those
22 straps or calls a mechanic to fix the problem, then none of this
23 happens regardless of what Hunter does. Also, I think any time you
24 have a massive tractor-trailer stopped on a highway in two

1 different lanes of traffic with no warning flares or reflective
2 triangles, that is something that no driver, including Mr. Hunter,
3 could foresee. So, can't see how you can blame him for what
4 happened.

5 Q: What about the texting and cocaine?

6 A: What about it? The eyewitness basically recanted their testimony
7 on the texting, so that's not really an issue. And even if there
8 was cocaine in his system I can't see how that would be a
9 contributing factor to the accident. If anything, cocaine is a
10 stimulant and would have made Mr. Hunter more alert not less. Not
11 all drugs are the same, and we shouldn't think about cocaine the
12 way we think about alcohol. It's completely different.

13 Q: So, you're saying cocaine is a good thing for someone to have
14 in their system while driving?

15 A: No, not at all. I'm just saying it isn't a depressant and
16 therefore some of the risks we worry about with things like
17 alcohol, like drowsiness or blurred vision, or inattentiveness,
18 aren't a concern. So, I just don't think it was a key issue here.

19 Q: Okay. I want to talk about your opinion regarding proper
20 supervision and training. Do you believe that there was any issue
21 with Huffheins hiring Snoats in the first place, because it
22 certainly sounds that way in the report, but it isn't spelled out.

23 A: Sure, yes. I mean, I think when you're talking about a driver
24 with that many issues on their record, prior accidents and a number

1 of violations, I think that should throw up obvious red flags for
2 the company that they should want to avoid hiring this driver if
3 they care about safety. And I also think that this shows entrusting
4 their tractor-trailer to Snoats was negligent because no
5 reasonable company would entrust a driver with that record with
6 that commercial motor vehicle.

7 Q: Are there any standards or regulations or industry standards
8 backing that up?

9 A: No, I just think that is common sense and based on all of my
10 experience in this area. If you hire drivers with records then you
11 increase your risk, and that's what Huffheins did here.

12 Q: What about the alcohol in Hunter's system?

13 A: It was a nominal amount, probably left over from the night
14 before. Again, I don't think we're talking about enough alcohol to
15 have impacted his driving that morning, and it was well below the
16 legal limit for driving.

17 Q: I'm showing you Exhibit 25, do you recognize this?

18 A: Yes, that's a standard chart we show to drivers in the
19 commercial trucking industry regarding the impact of alcohol on
20 driving?

21 Q: Doesn't this show that the alcohol in Hunter's system could
22 have had some impact on his driving that morning?

23 A: No, it says that an impact is "possible," but shows that nobody
24 can say that Hunter was impaired at the time.

1 Q: How can you fault Snoats when the brakes locked up and forced
2 the truck to stop in traffic, preventing the truck from getting
3 entirely in the gore?

4 A: How can you not? The truck locked up because the brake line was
5 punctured and lost pressure. The brake line was either punctured
6 by the loose straps that had wrapped around that drive shaft as it
7 drove down Highway 71 before Snoats noticed the straps, and that
8 should never have happened because Snoats should have properly
9 secured the snaps prior to leaving the job site where he/she
10 dropped off those building supplies, or because Snoats decided
11 perform his/her own repairs instead of calling back to the yard to
12 get a mechanic to come do it and cut those straps with a pocket
13 knife and cut the brake line. So, Snoats was the reason the truck
14 was on the highway, Snoats was the reason that strap came loose in
15 the first place, and Snoats was the reason that the strap or
16 Snoats' own knife punctured that brake line. That all goes back to
17 Snoats.

18 Q: Have you reviewed Exhibits 35 and 36?

19 A: I have. Those are both excerpts from the Keystone DPS drivers
20 handbook, which is provided to every driver in Keystone when they
21 get their license here and is available on the internet.

22 Q: Do the instructions in those exhibits change your opinion in
23 any way?

1 A: No, not at all. This is all pretty common-sense stuff in this
2 handbook. And the reality is, when you look at the testimony of
3 Hunter's friend that was in the car with him and the two
4 eyewitnesses, there is simply no evidence that Hunter was
5 distracted, texting, or in any way impaired by drugs or alcohol at
6 the time of the accident. So, sure, these are good rules and good
7 instructions for drivers to follow, but I don't think they create
8 much of an issue in this case.

9 Q: Do you take any issues with Huffheins' policies?

10 A: I think the policy could have been clearer regarding calling a
11 mechanic if there was any issue with the truck. The policy says,
12 "major issue," which means it's subjective. It allows the truck
13 driver to make a decision about whether the issue is "major" or
14 not. The safest policy would be that whenever there is an issue
15 they should call a mechanic to come take a look and not rely on
16 the drivers, who are essentially shade tree mechanics at best and
17 completely incompetent at worst, to make these decisions for
18 themselves.

19 Q: But wouldn't that lead to absurd results if drivers all over
20 the country were constantly calling for help from mechanics for
21 every little issue?

22 A: Well, we would have to work out specifics, but this driver was
23 in a major city within a few minutes of the trucking yard. So, I
24 don't think that was a concern here.

1 Q: Are you aware of how other trucking companies handle this issue?

2 A: I wouldn't say there is a universal policy or rule on this. I
3 will tell you that many trucking companies do allow their drivers
4 to make self-assessments about whether the truck is in good enough
5 shape to continue to be driven, and permit drivers to make limited
6 repairs depending on the nature of the issue. So, that is something
7 that other trucking companies allow. But that's not the universal
8 policy either.

9 Q: Can you understand why they would do that?

10 A: I guess it's just a matter of assessing risk. This is all just
11 a matter of assessing risk. Obviously, leaving a truck stranded
12 for a period of time somewhere on the side of a road can be
13 dangerous too. Dangerous to the driver and others passing that
14 truck. So, some companies believe that risk isn't worth it, but I
15 tend to think that when we see accidents like this one that shows
16 us the risk the other way it tells us that allowing drivers to
17 make self-assessments and self-repairs is too dangerous.

18 Q: Do you know how much that truck weighed?

19 A: I don't know about that specific truck, but a truck of that
20 nature carrying a Moffet, which is pretty heavy equipment all on
21 its own, would be between 14,000-16,000 pounds.

22 Q: And what kind of car was Nicolas Hunter driving?

1 A: A Chevrolet Malibu, which weighs about 3,000 pounds. And you
2 can see that difference when you look at photographs from the
3 accident and see what each vehicle looked like after the accident.

4 Q: Do you have any opinion regarding how fast Mr. Hunter was
5 driving at the time of the accident?

6 A: All I know is what the police report says, which is that he
7 passed that one woman and she was going seventy-five miles per
8 hour at the time, so, if that's true, then faster than that. But,
9 again, I'm not here to determine who is telling the truth about
10 all that. What I know is that if you take Snoats at his/her word
11 then he/she was negligent that day.

12 Q: But certainly you'll agree that if the Plaintiff was speeding
13 then it might have impacted his ability to see the truck in a
14 timely manner, stop in a timely manner, or swerve to avoid that
15 truck?

16 A: I don't know. You'd have to ask a different expert those
17 questions. I'm here to talk about the truck driver and the trucking
18 company.

19 Q: You mentioned the hazard lights in your report. Looking at
20 Exhibit 17, it shows that a Moffet was attached to the back of
21 that trailer. If the driver turned on the hazard lights in the
22 truck would anyone even be able to see them with this Moffet on
23 the back of the trailer?

1 A: Sure, if the driver hooked it up correctly then the lights that
2 you see there on the Moffet would have lit up just like normal
3 hazard lights. Again, I have no idea if that happened, but that's
4 how it is supposed to work.

5 Q: You've talked some today about the impact of drugs and alcohol
6 on driving. How are you qualified to give that testimony?

7 A: I've done lots of training on the impact of drugs and alcohol
8 on driving. Everyone in the trucking industry has to go through
9 that training, especially those of us that have worked in
10 management on any level. So, anyone in my position would have
11 sufficient understanding of the basics when it comes to the impacts
12 of drugs and alcohol.

13 Q: Have you understood all my questions?

14 A: Yes.

15 Q: Do you have anything to add regarding this matter that you
16 haven't already said?

17 A: Nope, I've told you everything I know.

18 Q: And have you given complete answers to every question without
19 leaving anything out?

20 A: Yes.

21 (Proceedings Adjourned.)

22 *****

23 I, Blake Arizona, have read the foregoing deposition and hereby
24 affix my signature that same is true, correct, and accurate, and

1 that all information I have regarding this case has been
2 provided in this deposition and that nothing has been left out.



Blake Arizona

10 SUBSCRIBED AND SWORN TO by the said witness, BLAKE ARIZONA,
11 before me, the undersigned authority, on this 1st day of October
12 2024.

Guillermo Reyes

NOTARY PUBLIC IN AND FOR

THE STATE OF KEYSTONE

COMMISSION EXPIRES:12-1-2024

IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for
the Estate of NICOLAS HUNTER,

Plaintiff,

V.

HUFFHEINS TRUCKING, LLC, and
CASEY SNOATS,

Defendants.

Cause No. AAJ-STAC-2025-001

ORAL DEPOSITION
OF CASEY SNOATS
July 11, 2024

ORAL DEPOSITION OF CASEY SNOATS, produced as a witness at the insistence of HOLLY HUNTER, Administrator for the Estate of NICOLAS HUNTER, and duly sworn, was taken in the above styled and numbered cause on July 11, 2024, from 1:00 p.m. to 3:00 p.m., before GUILLERMO POQUITO, CSR, CCR, in and for the State of Keystone, reported by machine shorthand, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record herein.

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1 PROCEEDINGS

2 CASEY SNOATS

3 having been first duly sworn, testified as follows:

4 CROSS EXAMINATION

5 BY PLAINTIFF'S COUNSEL:

6 Q: Good afternoon, can you please state your name for the record.

7 A: Good afternoon, my name is Casey Snoats.

8 Q: How do you pronounce your last name, just so it's clear for
9 everyone on the record?

10 A: It sounds just like "boats," but with an "S."

11 Q: How old are you?

12 A: I'm 57 years old.

13 Q: Where do you live?

14 A: I live just outside of Austin, Keystone.

15 Q: Are you married?

16 A: I am divorced. I've actually been married twice, but neither of
17 them took I suppose. But no, I'm not currently married.

18 Q: Any children?

19 A: Yes, I have two children from my first marriage, both sons, one
20 named Nathan and the other named Junior, both in their early 20s.

21 Q: "Junior" is a strange name.

22 A: Is it? I always liked it.

23 Q: What do you do for a living?

24 A: I'm a truck driver.

1 Q: How long have you been a truck driver?

2 A: Oh gosh, around twenty-five years at this point. I went to work
3 as a truck driver when I got out of the military back in 1997.

4 Q: What branch were you in?

5 A: I served in the Army. My highest rank was Sergeant, and I was
6 stationed in Germany and in the demilitarized zone in Korea for a
7 while, and I was honorably discharged in 1997.

8 Q: In the twenty-five years you've been driving trucks, what
9 companies have you worked for?

10 A: Oh, too many to list. I've moved around a lot. I've driven for
11 delivery companies, tile manufacturers, soda companies, gasoline,
12 moving companies, I've done it all behind the wheel of a truck.
13 Heck, there were a few years where I drove a school bus for the
14 Austin Independent School District. But I don't think I've ever
15 stayed at the same place more than a year or two.

16 Q: Why is that?

17 A: You know, just a volatile business I suppose. Finding a better
18 opportunity or getting laid off because of the economy or whatever.

19 Q: Have you ever been fired because of poor driving or getting
20 into an accident?

21 A: No, not that I know of. I mean, no one has ever told me that
22 was the reason, but maybe they were just being nice. But I think
23 I have a pretty good driving record.

24 Q: Ever been fired for cause?

1 A: Just once. I was working for a freight company, and I was dating
2 two people at the time, and I went to see one of them in a company
3 truck. Well, when I got to their apartment and went inside, I left
4 the keys in the truck. The other person was following me apparently
5 and got in the truck and took the keys to my supervisor to try to
6 get me in trouble. Obviously, it was against company policy to
7 make a personal stop while in a company truck on company time, and
8 I didn't have a good excuse, so they fired me.

9 Q: So, kind of a deviation from what you were supposed to be doing?

10 A: Yeah, exactly. Shouldn't have been there. Shouldn't have left
11 the keys in the truck, and didn't look good. So, they let me go.

12 Q: Before we start talking about your work for Huffheins Trucking,
13 the Defendant in this case, I want to ask you a basic question
14 about safety. Would you agree with me that tractor-trailers like
15 the one you were driving on October 25, 2023, can be dangerous
16 because of their weight, size, and limited maneuverability?

17 A: Yes, that's what we are trained and taught.

18 Q: So, would you also agree with me that when you're driving a
19 tractor-trailer like that, you need to try to operate that
20 commercial motor vehicle as safely as possible at all times?

21 A: I suppose so, yes.

22 Q: And, that when faced with a choice about what to do with that
23 commercial motor vehicle or how to operate that tractor-trailer,
24 you should always make the safest choice you can?

1 A: Yes, I think so. I mean, why wouldn't you, really?

2 Q: Okay, let's talk about your time working for the Defendant in
3 this case, Huffheins Trucking. According to your records your start
4 date was September 30, 2023. Does that sound right?

5 A: Yes.

6 Q: And the accident in this case happened on October 25, 2023,
7 just a few weeks later?

8 A: Yes.

9 Q: When was your last day driving for Huffheins?

10 A: October 25, 2023. I knew I would get fired after that accident.

11 Q: Why is that?

12 A: That's just how the business goes. I was still in my probation
13 period with the company and then this accident happens, and the
14 poor kid dies. So, being realistic about it, they probably weren't
15 going to let me come back.

16 Q: How did you find out you were let go?

17 A: One of the supervisors told me. Don't remember their name.
18 Called me a couple of days after the accident and told me I had
19 been let go.

20 Q: Did they explain why?

21 A: No, not really. I remember they said something like, "Yeah, we
22 just can't have that kind of incident on one of our driver's
23 records. You understand." But I really didn't understand.

24 Q: Why not?

1 A: I don't think I did anything wrong. I still believe that. If I
2 had to go back to that day, I'd do everything the same way that I
3 did that day. So, I don't really think it was fair of them to fire
4 me.

5 Q: I'm showing you what has been marked as Exhibit 26, do you
6 recognize this?

7 A: I do. It's the report the company did regarding the incident.
8 I saw it later on because it was included in my driver file after
9 I was terminated, and it was part of what was reviewed by other
10 companies I've applied with since the accident.

11 Q: Is Exhibit 26 a true and correct copy of that report?

12 A: It is.

13 Q: Do you agree with the company's conclusion that you could have
14 prevented this accident?

15 A: I don't know. I don't even know what they mean by saying it was
16 "preventable." I mean, every accident is "preventable." Just don't
17 get on the road and drive and you can "prevent" an accident. I
18 didn't do anything wrong. That's what I know.

19 Q: Okay, well let's talk about that day, October 25, 2023. What
20 were you delivering that day?

21 A: I was delivering building supplies to a construction site.

22 Q: I'm showing you Exhibits 15-17. Using those pictures, can you
23 talk about the process of delivering building supplies to a
24 construction site like what you were doing that day?

1 A: Sure. The supplies are on wooden pallets and are loaded onto
2 the flatbed that you see in Exhibit 16. Then we use straps that go
3 over the supplies and tie to the sides of the flatbed trailer to
4 secure the supplies to the truck. Then, when we get to the site,
5 we use the Moffet, which is that little forklift you see in Exhibit
6 17 that hooks up to the back of the trailer, to unload the pallets,
7 which are full of things like lumber and drywall or whatever. So,
8 that's why that is on the back of the trailer.

9 Q: I'm showing you Exhibit 22. Do you recognize this?

10 A: Yes, that's the handbook they gave me when I went to work for
11 Huffheins.

12 Q: Did you read this handbook before October 25, 2023?

13 A: I did. We were required to read it and sign it as well, and I
14 did exactly that. I mean, I can't say that I went through it with
15 a fine-toothed comb or anything. I've been driving a long time,
16 and these policies are always pretty much the same, so I probably
17 breezed through it a little bit.

18 Q: So, are you familiar with these policies?

19 A: Yes, generally at least.

20 Q: Are you a mechanic?

21 A: No, I'm not. I mean, I've done some work on my personal vehicle,
22 like change the oil or patch up a tire, but I'm not a licensed
23 mechanic or anything. More of a shade tree mechanic, and I wouldn't
24 say I'm a very good one.

1 Q: Ever work on your own brakes or fix a leak on something like a
2 brake line on your own car?

3 A: No, nothing like that.

4 Q: Other than this handbook in Exhibit 22, what did you have to do
5 in terms of training before starting to drive for Huffheins?

6 A: We had to do like a week or two of classes, watch videos and
7 stuff on all their various policies, human resources stuff and
8 whatnot, and then take a driving test, which I passed.

9 Q: How were you paid by Huffheins?

10 A: We were paid by the load. So, the more loads we delivered the
11 more we got paid. So, you would load up your flatbed, drive to the
12 work site, unload your flatbed, then drive back to the yard to get
13 another load. And the more times you did that each day the more
14 you got paid.

15 Q: On October 25th, right before the accident, were you somewhere
16 unloading supplies?

17 A: Yes, I had just made a drop-off, and I was returning to the
18 yard to get another load of building supplies so I could make
19 another delivery.

20 Q: What happened as you were returning to the yard that morning?

21 A: It was around 9 a.m., and I was on the highway when I noticed
22 that there was something kind of flying around underneath my truck,
23 and I didn't know what it was, so I had to pull over and see what
24 was going on.

1 Q: So what did you do next?

2 A: I got out, looked underneath, and I saw these orange straps
3 that I use to tie down the load of building supplies on the flatbed
4 had wrapped itself around part of the truck. So, I took out my
5 pocketknife and cut the strap loose from the truck the best I
6 could. But, when I was down there, I could also hear this kind of
7 hissing sound like there was a leak or something, and there are
8 these two little brake lines there, so I looked and saw that one
9 of them had a hole in it. I don't know if it was there before or
10 if I caught it with my knife, but I saw it after I got done cutting
11 the strap loose from the truck. So, I cut a piece of the strap and
12 tied it around the leak. I didn't hear anymore hissing, so I
13 figured I was good enough to head back to the yard at that point.

14 Q: I want to show you Exhibit "C" to Exhibit 20, which is the
15 report from the Austin PD. What are these pictures of?

16 A: That's the strap wrapped around the truck. That's what it looked
17 like after I got done trying to cut the rope loose. I got as much
18 as I could, but obviously not all of it was gone, which you can
19 see right there. And, in that third picture, you can see the piece
20 of strap I tied around the brake line.

21 Q: Can you circle that for me with this red pen.

22 A: Here you go.

23 Q: And I'm going to mark that as Exhibit 27. In the quarter-of-a-
24 century you've been driving trucks, did anyone ever instruct you

1 that if you find a leak on a brake line on a tractor-trailer you
2 should try to fix it yourself by wrapping something around it?

3 A: No, no one told me to do that. But it made sense to me.

4 Q: How long were you sitting there on the side of the highway
5 performing these repairs?

6 A: I don't know if I would call them repairs, but I was there for
7 thirty or forty minutes probably, something like that.

8 Q: Were you on the shoulder of the highway?

9 A: I was. I wasn't in a lane of traffic.

10 Q: Did you put out cones or reflective triangles while you did
11 this work?

12 A: I did not. I wasn't broken down. I didn't think I was going to
13 be there very long. So, I just wanted to get it fixed up and get
14 it back to the yard.

15 Q: Did you call the yard and ask them to send out a mechanic?

16 A: I did not.

17 Q: Why not?

18 A: I knew I had an issue, but I didn't think it was something that
19 would, you know, break my truck down. I figured I could mend it up
20 good enough to limp it back to the yard. I thought it was in good
21 enough shape for that. I didn't think it was the type of issue
22 where the truck would just completely break down, so I didn't think
23 calling for a mechanic to come out was necessary. Seemed like it
24 would be a waste of time.

1 Q: But wouldn't calling for a mechanic have been safer?

2 A: Sure, I suppose. But having that truck and trailer sitting on
3 the shoulder of the highway was dangerous too. I could have gotten
4 rear-ended, and I didn't want to run that risk, so I tried to get
5 it to the yard because that's what I thought was the safest option
6 at the time. Still do.

7 Q: How did the strap get in that location in the first place?

8 A: That morning, when I made my delivery, some lumber slid off a
9 pallet when I picked it up with the forklift, so I had to pick it
10 up. I used the strap to tie up the loose lumber to make it easier
11 to pick up. Anyways, I don't know how, but somehow in that process
12 some of it must have gotten wrapped around the driveshaft on the
13 truck or something. Maybe I left some loose on the flatbed when I
14 was done. I really don't know.

15 Q: Okay, what did you do at this point?

16 A: I continued down the highway towards the yard. Then, about two
17 miles down the road, right when I was approaching the exit for ST
18 Loop 1, the gauges showed that I was losing pressure. That's not
19 good, so I got over and saw that little triangle on the highway
20 between the highway and the exit, I think it's called a "gore," or
21 I know that now, and I thought I could get my truck there to get
22 out of traffic. So, I aimed for that. But then I heard a pop kind
23 of sound and very quickly the brakes just locked up, which is what
24 they do when you lose air pressure in the brake lines as a safety

1 measure so you can't keep driving. And, obviously, I hadn't made
2 it all the way into the gore at that point. So, I was still out in
3 traffic on both sides of the gore.

4 Q: Did you know the brakes would lock up like that?

5 A: I didn't. The company never told me about that safety feature
6 on the truck. I mean, it makes sense, but I didn't realize the
7 truck would literally become undriveable because of that leak. So,
8 that wasn't something I was worried about.

9 Q: Huffheins didn't tell you that might happen?

10 A: No. I mean, it's probably a standard feature on trucks like
11 that, so maybe I should've known given how long I had been driving,
12 but nothing like this had ever happened to me before.

13 Q: I'm showing you Exhibits 5 and 6. What are these?

14 A: Those are aerial photographs of the gore where I came to a stop.

15 Q: And what about Exhibits 7 through 14?

16 A: Those are photographs of the highway leading up to the exit to
17 ST Loop 1, and in the last couple you can see that exit and the
18 gore where I tried to pull the truck.

19 Q: Looking back at Exhibit 20, specifically Exhibits "B" and "D"
20 to that report, do those photographs accurately reflect where you
21 came to a stop?

22 A: They do. And you can see that I'm in two different lanes of
23 traffic on either side of the gore. The far-right lane of the
24 highway and the left lane of the exit.

1 Q: I'm going to show you Exhibit 28, which is an overhead shot of
2 that exit and the gore, and we've put a cartoon kind of tractor-
3 trailer in that gore. Is that a fair and accurate depiction of
4 where your truck was?

5 A: I think so. I mean, it isn't perfect, but it certainly gives
6 you an idea of where it would have been. I think it's fair enough.

7 Q: How long was it between when you noticed the gauges showing
8 that the brake lines were losing pressure and when the truck came
9 to a stop?

10 A: Twenty to thirty seconds maybe.

11 Q: Why didn't you pull all the way onto the shoulder there to the
12 right of the gore?

13 A: I just saw the gore and thought it was the safest option. So,
14 that's what I went for. Not sure it would've been safer to cut
15 across two more lanes of traffic to try to get to the shoulder.

16 Q: Alright, so the truck comes to a stop. What did you do next?

17 A: I got out and went around to the passenger side of the truck to
18 get the reflective triangles out to put them behind the truck.

19 Q: Why did you do that this time when you didn't do it earlier?

20 A: This obviously seemed more serious, and I couldn't move the
21 truck, so I knew there was a bigger issue than before.

22 Q: Did you get those reflective triangles into place?

23 A: No, I didn't. I was walking to the back of the trailer when I
24 saw Hunter's car coming right for me. I could see the driver with

1 their head down not looking, and then they looked up, slammed on
2 their brakes, but it was too late. I started running to the front
3 of the truck to get out of danger, so I didn't see the collision,
4 I just heard it. Awful sound. I crouched in front of the truck for
5 protection, and then when I was sure it was over I ran back to see
6 if I could help.

7 Q: Wait, so you're claiming you could see the driver?

8 A: Yes, I looked right at him/her when I saw the car, saw where
9 he/she was looking and saw the whites of his/her eyes when he/she
10 looked up and realized what was happening. It was scary.

11 Q: After the accident, did you make any phone calls?

12 A: I did. I called the yard immediately as I was running back to
13 the car to see if everyone was okay. And, once I hung up with them,
14 I called 9-1-1.

15 Q: Why in that order?

16 A: I knew I needed to get it reported ASAP. That's what I was
17 always told at least.

18 Q: What happened next?

19 A: I talked to the cops that showed up, and someone came from the
20 yard to pick me up.

21 Q: After you stopped the first time, around 9 a.m. and when the
22 gauges showed you losing pressure, how long were you driving?

23 A: A few minutes, not too long. I don't remember really.

24 Q: How many exits did you pass on Highway 71 during that time?

1 A: One or two. Again, I don't recall. I wasn't looking for an exit
2 because I was trying to get back to the yard. But I know that there
3 are exits in that stretch of highway.

4 Q: So, you could've pulled off the highway?

5 A: I suppose I could have, but that wasn't what I was trying to
6 do. I was just focused on getting the truck back to the yard.

7 Q: I'm showing you Exhibit 23. What is this?

8 A: That's the FMCSA report regarding my driving history.

9 Q: Is this a true and correct copy of that report?

10 A: It is.

11 Q: So, is the information contained within that report accurate?

12 A: It is. I mean, I think you can see there that I have a pretty
13 good driving record for someone that has been in the game as long
14 as I have.

15 Q: I'm also showing you what has been marked as Exhibit 24. What
16 is this?

17 A: That's my record with the Keystone DPS.

18 Q: Again, is this a true and correct copy of that driving record?

19 A: It is.

20 Q: So, is the information here accurate?

21 A: It is. But, again, pretty clean record for someone that has
22 been driving for as long as I have.

23 Q: Looking back at Exhibit 22, do you believe that by trying to
24 make that roadside repair of the truck and by not calling in that

1 issue to the yard you violated any of Huffheins' policies?

2 A: I don't know. You can see them for yourself, and I'm sure you
3 have opinions about it, but I don't know. For example, the policies
4 say right here that I should have reported a "breakdown promptly
5 and accurately," but what is a "breakdown"? The truck was still
6 running when I saw that strap loose underneath it. So, I'm just
7 saying that I don't know whether I violated any policies. What I
8 do know is that I thought I did the best thing at the time given
9 the circumstances.

10 Q: Well, you also know that if you hadn't tried to limp that
11 tractor-trailer back to the yard you wouldn't have ended up stopped
12 in that gore and in two lanes of highway traffic, right?

13 A: Sure, that's true. I would've still been in a dangerous location
14 if I was on the shoulder of the highway, but I wouldn't have been
15 in that gore or in those lanes of traffic.

16 Q: And if that had been the case then this accident wouldn't have
17 happened, right?

18 A: That's true. But I don't think the kid should be let off the
19 hook. I didn't do anything wrong. That kid wasn't paying attention
20 and just ran into the back of that trailer. How does that happen?

21 Q: Showing you Exhibit 31, what is this?

22 A: This is a printout of my vehicle inspection report from
23 Huffheins, and you can see right there that on the day of the
24 accident I inspected the tractor-trailer before I left the yard,

1 and everything was fine. Obviously, those orange straps weren't
2 there when I left the yard.

3 Q: Have you understood all my questions?

4 A: Yes.

5 Q: Do you have anything to add regarding this matter that you
6 haven't already said?

7 A: Nope, I've told you everything I know.

8 Q: And have you given complete answers to every question without
9 leaving anything out?

10 A: Yes.

11

12

13 (Proceedings Adjourned.)

14 *****

15 I, Casey Snoats, have read the foregoing deposition and hereby
16 affix my signature that same is true, correct, and accurate, and
17 that all information I have regarding this case has been
18 provided in this deposition and that nothing has been left out.

19

20

A handwritten signature in black ink, appearing to read 'Casey Snoats', written over a horizontal line.

CASEY SNOATS

21

22

23

24

25

1
2 SUBSCRIBED AND SWORN TO by the said witness, CASEY SNOATS,
3 before me, the undersigned authority, on this 11th day of July
4 2024.

5 Guillermo Reyes

6 NOTARY PUBLIC IN AND FOR

7 THE STATE OF KEYSTONE

8 COMMISSION EXPIRES:12-1-2024

Avery Smalls

Smalls Consulting, LLC

“No job is too big for Smalls!”

113 East St.

Newark, New Jersey

ASmalls@smalls.co

.....

 September 20, 2024

RE: Civil No. AAJ-STAC-2025-001; *Holly Hunter, Administrator for the Estate of Nicolas Hunter v. Huffheins Trucking, LLC*, In the Superior Court for Steelton County

Dear Counsel:

This letter is intended to serve as my expert report in the above referenced matter. You have retained me at a cost of \$650 per hour in order to review this matter, including all the relevant documents related to this matter, and to draft this report. If I am required to testify at trial then I will require an additional \$1,000 per hour for those services, including my travel time. Pursuant to my role as an expert in this case, I hereby certify with my signature below that this report represents a complete and accurate account of all of the work I’ve done on this matter and of all of my opinions in this case and that I have not left anything relevant to this case out of this report. Additionally, you will find a copy of my *curriculum vitae* attached herein at Exhibit “A.”

Reviewed:

I reviewed the following documents in coming to my opinions in this case:

- Exhibits 1-36
- Inspection of Highway 71 in area of Exit ST Loop 1
- July 10, 2024 Deposition of Jordan McDunnough
- July 11, 2024 Deposition of Casey Snoats
- September 1, 2024 Expert Report of Blake Arizona

These are the types of materials reasonably and customarily relied upon by experts in the trucking industry and the field of vehicular accidents in conducting the type of investigation I conducted in this case and in reaching the types of opinions that I reached in this case.

Accident Description:

The following is a brief description of the accident based on what I have reviewed in this case.

On October 25, 2023, at approximately 9:00 a.m., Casey Snoats was driving a tractor and flatbed trailer with a forklift attached to the back, all of which belonged to Huffheins Trucking, LLC, (hereinafter “Huffheins”) eastbound on Highway 71 when Snoats noticed that some straps were flapping around underneath the tractor and/or trailer. Snoats pulled over onto the shoulder of Highway 71 and inspected the underside of the vehicle and noticed that a strap that had been used to secure the load of building supplies that had just been delivered had somehow come loose and wrapped around the drive shaft for the vehicle. It is unclear how that strap got into that location so that it could become wrapped around the drive shaft. When Snoats noticed that these straps were there, Snoats used a pocket knife to try to cut the straps loose. After cutting as much of the straps from the drive shaft as possible, Snoats then noticed a leak in a nearby brake line, which was either caused by the straps flapping around from the drive shaft or was caused by Snoats while using the pocket knife to cut the straps loose from the drive shaft. Snoats took a piece of the strap and tied it around the brake line to remedy the problem and try to get the tractor-trailer back to the yard.

Two miles down the road, as Snoats was approaching the exit to ST Loop 1, Snoats saw that the gauges in the truck showed that the brake lines were losing pressure. At that point, Snoats noticed a gore in between Highway 71 and the exit for ST Loop 1 and guided the truck towards that area to try to get the truck out of any lane of traffic. Tractor-trailers like this have a safety system in place that locks up the brakes when the brake lines lose pressure, and the truck came to a stop before Snoats could get the tractor-trailer fully into the gore, which means that portions of the tractor-trailer were protruding into the right lane of the highway and the left lane of the exit for ST Loop 1. Snoats got out of the truck to put out reflective triangles, but did not have time to do so.

That morning, Nicolas Hunter was driving his 2004 Chevrolet Malibu eastbound on Highway 71 intending to exit at ST Loop 1 on the way to work. According to Exhibit 29, Hunter had cocaine and alcohol in his system at the time. Additionally, according to

Exhibit 30, Hunter was both sending and receiving text messages while driving that morning. Carl Showalter, a witness at the scene, reported that he saw Snoats putting out safety triangles and that he was able to see the trailer and the forklift clearly while driving behind Hunter that morning, and “did not know why Hunter would not have seen the truck in time.” Another witness, Adriana Rocha, reported being passed by Hunter going over the speed limit on Highway 71 shortly before the accident and seeing Hunter using a cellphone while driving. Shortly thereafter, Hunter collided with the rear of the trailer, hitting the forklift. Hunter died as a result of the injuries he sustained from the accident.

Overview of Trucking Company:

I have reviewed Blake Arizona’s expert report dated September 1, 2024, and I agree with the Overview of Trucking Company provided in that report.

Overview of Driver:

I also agree with the Overview of Driver provided in Blake Arizona’s September 1, 2024 report.

Opinions:

- 1.) There is no evidence that Snoats failed to properly secure the straps.

Plaintiff’s expert, Blake Arizona, claims that Snoats violated FMCSR §391.13 by failing to properly secure the straps that eventually wrapped around the drive shaft and led to the leak in the brake line. There is no evidence for how those straps got wrapped around that drive shaft. What we know is that the straps were not there when the pre-delivery inspection was performed by Snoats that morning according to Exhibit 31, which is the checklist filled out by Snoats that morning when that inspection was performed. So, those straps got wrapped around the drive shaft at some point after that. But, we do not know how that occurred and whether it was the result of any failure on the part of Snoats while preparing to return to the yard after making the delivery.

- 2.) Snoats did not violate company policy or the law by attempting to repair the tractor-trailer and return to the yard.

When Snoats first noticed the issue with the straps flapping under the vehicle, Snoats pulled the tractor-trailer onto the shoulder of Highway 71. Highway 71 is a busy highway, especially at 9 a.m. when many people are using the highway to get to work,

which is exactly what Hunter was doing at the time. The shoulder is not very wide, and Snoats' tractor-trailer is very large. As a result, even though Snoats was technically off of the highway at that point and was not in a lane of traffic, this was still a dangerous situation where a vehicle could have collided with that tractor-trailer. So, Snoats had to make a decision whether to call back to the yard and get a mechanic to come out and inspect the issue and attempt to repair it, which could take a significant amount of time and allow that danger to stay on the side of the highway, or to attempt to make what seemed to be a relatively minor repair and get the tractor-trailer off the highway and back to the yard. Given the risks inherent with both choices, it was not unreasonable for Snoats to make the choice to attempt the repair.

Additionally, it was not a violation of company policy to attempt such repair. An examination of the company's policies in Exhibit 22 shows that they are vague at best and are not clear on what was required or expected of Snoats when Snoats discovered the loose straps under the vehicle. By way of example, the policies state that drivers must report "a breakdown promptly and accurately," but there is no definition of what a "breakdown" is, and Snoats tractor-trailer was still running and capable of being driven when Snoats pulled over onto the shoulder of Highway 71 that morning. So, at best, it would have been unclear whether the incident needed to be reported to the yard. Also, the policies say that a "mechanical defect" must be reported, but the straps were not mechanical in nature, which means that whether an immediate report was necessary is still vague.

The bottom line is that Snoats was faced with an unfortunate choice: leave the tractor-trailer in place and run the risk of a vehicle hitting that tractor-trailer while parked on the shoulder and waiting for help or try to make what seemed like a simple fix on the truck and attempt to get it back to the yard where it could be repaired. Snoats' choice to try to repair the truck and limp it back to the yard was reasonable given the circumstances and the risks involved.

The fact that Snoats was not issued a citation of any kind in relation to this accident is some evidence that Snoats was acting reasonably at the time of the accident as well, and that the decision to attempt the roadside repair was reasonable as well.

3.) Snoats' history did not mandate additional supervision or training.

The driving and compliance history identified by Blake Arizona in his/her report does not show the need for any additional training or oversight on the part of Huffheins. Snoats has been a truck driver for slightly more than twenty-five years, and given that work history has a relatively clean record with very few violations and/or citations for

a truck driver with that level of experience. It is rare if not impossible to find a truck driver with a completely clean driving history, and the question that must be asked is whether the history is such that it would be unreasonable to allow the driver to drive for your company. Here, given the evidence and the experience level of the driver, these violations and citations seem relatively minor.

4.) Nicolas Hunter's conduct was the proximate cause of this accident.

We know that Hunter had cocaine and alcohol in his system on the morning of the accident. Cocaine is a stimulant, which means that it is a drug that would normally make a user more mentally alert and may even allow some users to become hyper-focused in the short-term. However, when someone is driving with cocaine in their system it can cause the driver to become aggressive and reckless, which is consistent with what we know about Hunter's driving on the morning in question. I am not a toxicologist and do not know what amount of cocaine was in Hunter's system at the time of the accident, but I am aware through my experience as a safety consultant with the effects of the drug when it comes to driving, and it certainly could have been a contributing factor here, and the same would be true with the alcohol, which can obviously lead to poor decisions behind the wheel.

Additionally, Exhibit 30, which contains Hunter's cellphone records from that morning, shows that Hunter was sending and receiving text messages leading up to the time of the crash. The eyewitnesses that spoke to the police at the scene reported that the tractor-trailer and forklift were easily visible that day as they were approaching it and that Hunter was not looking where he was going as he drove down Highway 71 that day and may have been looking at his cellphone as he raced towards the exit for ST Loop 1.

This is clearly a case where Hunter's inattentiveness and recklessness meant that Hunter did not see the tractor-trailer in time to slow down or move lanes to avoid hitting that vehicle that morning, which may have been caused by Hunter looking at his cellphone and/or having cocaine in his system at the time of the accident. This accident does not happen if Hunter is being attentive to the road and what was on the road that day, which means that Hunter's own conduct was a direct and proximate cause of the resulting accident. And Hunter should have been aware of these issues and the need to avoid these drugs and texting while driving based on the instructions he would have received from the Keystone DPS in Exhibits 35 and 36.

Additionally, I have inspected the scene of this accident, including the run-up on Highway 71 to the exit for ST Loop 1, which can be seen in Exhibits 7 through 14. Approximately half a mile, or 2,640 feet, from the exit to ST Loop 1, there is a rise in

Highway 71 over an underpass. But, once on top of that rise, the exit to ST Loop 1 is visible in the distance. Exhibit 7 starts from the top of that rise, and ST Loop 1 is visible in the distance in that photograph. If Hunter was driving at 70 miles per hour, the speed limit in that area, then it would have taken him approximately twenty-five seconds to drive the distance between the top of that rise and the exit for ST Loop 1. The weather was clear that day and other drivers reported being able to see the tractor-trailer sitting in that gore. There was a clear line of sight for any driver on the highway that day to see the tractor-trailer sitting in that gore, and twenty-five seconds is more than enough time to make an adjustment and either slow down or change lanes in order to avoid hitting that vehicle, even if it is sitting in a lane of traffic. Additionally, witness testimony shows that it was a clear day and another driver that was behind Hunter testified that he had no difficulty seeing the tractor-trailer parked in that gore, which means it is reasonable to expect that Hunter would have been able to see the vehicle if he was paying attention as he should have been.

For all those reasons, I conclude that Hunter himself was negligent in failing to pay attention and driving recklessly, and that Hunter's negligence was a proximate cause of the subject accident.

Please let me know if you have any questions, concerns, or comments about anything contained within this report or if there is anything else you would like for me to look into in preparation for trial on this matter.

Respectfully,

Avery Smalls

Avery Smalls

EXHIBIT

A

CURRICULUM VITAE

Avery Smalls

Smalls Consulting, LLC

"No job is too big for Smalls!"

113 East St.

Newark, New Jersey

ASmalls@smalls.co

Professional Experience

2014-Present Smalls Consulting

Consult with various companies that operate commercial motor vehicles, as well as shippers and carriers of hazardous materials, with respect to compliance with Title 49, The Code of Federal Regulations Parts 171-180 & 301-399 (Federal Motor Carrier Hazardous Materials and Safety Regulations) as enforced by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, and adopted by the States.

1994-2014 WALMART

Safety Manager with over 13,000 drivers. Managed multiple terminals overseeing DOT, Hazardous Materials, and OSHA Compliance.

Exhibited in-depth knowledge of federal motor carrier safety regulations, which involved:

- Compliance with FMCSA-controlled substance/alcohol testing, including preemployment, random, and post-accident testing.
- Compliance with the FMCSA Hours of Service requirements.
- Compliance with FMCSA Driver Qualification Requirements
- Conducted quarterly audits on driver qualification files.

- Conducted monthly audits on drivers' Hours of Service records.
- Conducted Quarterly Compliance Audits on terminals.
- Monitored Commercial Driver's License status
- Conducted detailed examinations of vehicle maintenance records and conducting vehicle inspections.
- Conducted entries of Entry Level Driver Training-Hazmat into the FMCSA Training Registry.
- Conducted DATA'Q on inspections
- Investigated commercial motor vehicle crashes to identify contributing factors.
- Developed counter-measures to reduce commercial motor vehicle crashes.
- Developed safety training programs
- Conducted driver safety training classes.
- Conducted driver road test.
- Developed a Certified Driver Training Program that was instrumental in hiring thousands of commercial drivers.
- Instructed numerous North American Transportation Management Institute (NATMI) courses:
 - o Certified Driver Training course.
 - o Certified Director of Safety course.
 - o Safety and DOT Compliance course.
 - o Hazardous Materials Training course.
 - o Accident Investigation Basic courses.
- Managed terminal Profit & Loss accounts related to accidents and workers compensation claims.
- Provided depositions as corporate representative.

Currently holds Class A Commercial Driver's License with Hazmat, Tank and Double/Triple Endorsements with over 43 years' experience in transportation.

- Logged thousands of safe miles as an over the road tractor trailer commercial vehicle driver.

1984-1994

New Jersey State Police

- Traffic Enforcement
- Investigations
- Accident Reconstruction
- Supervision
- Motor Carrier Inspector
- Compliance and Safety Review Investigator
- Commercial Vehicle Accident Reconstruction
- Commercial Vehicle Post Crash Inspections
- FMCSA Safety and Compliance Reviews
- Safety Education Seminars

Certifications

- NATMI Certified Director of Safety
- NATMI Certified Driver Trainer
- NATMI Certified Faculty Instructor
- NECA Credentialed Electric Cooperative Director
- NECA Board Leadership Certification Education
- High School Diploma, Sherman High School
- Emergency Medical Technician II
- North American Standard Level 1 (Parts A and B) Commercial Motor Vehicle Inspector Course
- North American Standard Cargo Tank Course, Selma, AL
- North American Standard Hazardous Materials Course, Selma, AL
- American Trucking Association, Crash Specialist
- American Trucking Association, Crash Investigator

IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for
the Estate of NICOLAS HUNTER,

Plaintiff,

V.

HUFFHEINS TRUCKING, LLC, and
CASEY SNOATS,

Defendants.

Cause No. AAJ-STAC-2025-001

ORAL DEPOSITION
OF AVERY SMALLS
October 15, 2024

ORAL DEPOSITION OF AVERY SMALLS, produced as a witness at the insistence of HOLLY HUNTER, Administrator for the Estate of NICOLAS HUNTER, and duly sworn, was taken in the above styled and numbered cause on October 15, 2024, from 1:00 p.m. to 3:00 p.m., before GUILLERMO POQUITO, CSR, CCR, in and for the State of Keystone, reported by machine shorthand, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record herein.

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1 PROCEEDINGS

2 AVERY SMALLS

3 having been first duly sworn, testified as follows:

4 CROSS EXAMINATION

5 BY DEFENDANTS' COUNSEL:

6 Q: Good afternoon. Can you please state your name for the record.

7 A: Good afternoon, my name is Avery Smalls.

8 Q: A couple of things I wanted to clarify from your report. You
9 say that you're getting paid \$650 per hour to review this case and
10 draft your report. So, how much have you billed up to this point?11 A: I've billed about thirty hours at this point, so \$19,500 or so.
12 I anticipate that with this deposition and any trial testimony
13 I'll end up around \$25,000 to \$30,000 for the case.

14 Q: Do you do much litigation consulting as part of your business?

15 A: I do, it's actually most of my business at this point. I've
16 been retained as an expert in approximately 200 cases in the past
17 ten years, so a little over twenty cases per year, and I've
18 testified in either a deposition or at trial in about 40% of those
19 cases.

20 Q: Have you ever been retained by Huffheins Trucking before?

21 A: Well, technically my agreement is with their lawyers in this
22 case, which is how it always works, but I have testified in cases
23 on behalf of Huffheins before.

24 Q: How many times?

1 A: I've probably been retained in about 30 cases on behalf of
2 Huffheins in the past ten years, and I've probably testified at
3 deposition or trial in about 10 of those cases.

4 Q: How much of your work is representing trucking companies in
5 crashes like this?

6 A: Again, basically all of it. My experience is on behalf of the
7 industry, and I generally testify on behalf of trucking companies.
8 I imagine there might be one or two exceptions in there over the
9 course of a decade, but not many.

10 Q: I'm showing you what has been marked as Exhibit 32, what is
11 this?

12 A: It's an advertisement for a presentation I'm doing next week at
13 the Trucking Industry Defense Association's annual conference.

14 Q: And is this a true and correct copy of that ad?

15 A: Yes, it is.

16 Q: How many presentations do you do like this per year?

17 A: Well, they only have one annual meeting, so just one like this.
18 But I generally do three to five of these presentations at large
19 industry meetings per year. It's good for business to get my name
20 out there to industry groups like this and the lawyers that
21 represent them.

22 Q: Don't you think it's a problem that you are always representing
23 trucking companies and never those suing trucking companies?

1 A: Not at all. I just choose not to take cases on behalf of those
2 suing trucking companies, but that doesn't mean that my testimony
3 is biased. I've turned down lots of cases because after I look at
4 the facts, I determine that the truck driver or company was at
5 fault and I tell the trucking company that, so they don't hire me.
6 But that doesn't mean I have to take the other side. It's bad
7 business to spend my time testifying against trucking companies,
8 even if they are at fault in a particular accident.

9 Q: I want to walk through a few of the company policies in Exhibit
10 22. You see where it says that drivers commit a violation of
11 company policy if they fail to report any mechanical defect to
12 Management immediately?

13 A: I do.

14 Q: And you see where it says that drivers commit a violation of
15 company policy when they fail to report a breakdown promptly and
16 accurately?

17 A: I do.

18 Q: Do you see where it says that drivers commit a violation by
19 failing to ensure that the tools used to secure a load, like
20 straps, are safely secured and do not present any danger to the
21 tractor-trailer or other cars around the tractor-trailer?

22 A: I do.

1 Q: And do you see where it says that a driver commits a violation
2 of company policy through the reckless operation of a company
3 vehicle?

4 A: I do.

5 Q: And do you see where it says that a driver commits a violation
6 of company policy by attempting to fix a mechanical issue with a
7 tractor and/or trailer without the assistance of a company-
8 approved mechanic if the mechanical issue presents a major issue?

9 A: I do.

10 Q: Well, in your report you state that "Snoats did not violate
11 company policy by attempting to repair the tractor-trailer and
12 return to the yard." How can that possibly be true given all the
13 company policies we just looked at?

14 A: Well, for starters, the language of some of the policies in
15 question is vague and may not have made it clear to Snoats what
16 Snoats was supposed to do in this situation. For example, what is
17 a "mechanical defect?" These were straps wrapped around a drive
18 shaft, so is that mechanical? Or is that something else? Obviously,
19 once the brakes had locked up and the truck couldn't be moved that
20 was a mechanical issue, but it's unclear if loose straps would
21 qualify. Or, it says that drivers should report a "breakdown," but
22 the truck wasn't broken down when Snoats first stopped on Highway
23 71. Snoats was stopping out of an abundance of caution, but the
24 truck could still drive at that point. So, is that truck broken

1 down? Then there is the policy about attempting to fix a mechanical
2 issue, but that goes back to what we already talked about with
3 "mechanical defect." Same thing, but also, that policy states that
4 the mechanical issue must present a "major issue," and there is no
5 explanation of what that means. I actually agree with Blake Arizona
6 about this, because Arizona says that the policies were not 100%
7 clear on some of these issues, and I think that's true.

8 Q: But aren't you being awfully nitpicky here? I mean, it seems
9 clear that the spirit of these policies is that the driver should
10 not try to fix the truck and should call the company if there is
11 a problem?

12 A: I think you can read them that way and I think another way to
13 read them is that the driver should report major issues that make
14 the truck undriveable, and when Snoats first stopped on Highway 71
15 there did not appear to be a major issue that made the truck
16 undriveable.

17 Q: Looking back at your report, you talk about the eyewitness
18 testimony of both Carl Showalter and Adriana Rocha, correct?

19 A: Yes, what both of them said to the police at the scene of the
20 crash.

21 Q: Have you read both of their depositions, which are marked as
22 Exhibits 33 and 34?

23 A: I have.

1 Q: And, looking at those, you realize there are some questions
2 about their stories at this point, right? Inconsistencies?

3 A: I suppose so, but I'm not here to make credibility judgments.
4 I'm just looking at what they told the police and what that would
5 mean, and what I concluded from what they said to the police at
6 the scene of the accident is that Hunter was not paying attention
7 as he approached the exit to ST Loop 1 that day, and that Hunter's
8 inattentiveness was a cause of the accident. Someone else could
9 certainly choose not to believe their statements to the police or
10 to give those statements less weight, and that could lead to a
11 different opinion. But that's not a decision for me to make.

12 Q: So, if their deposition testimony is accurate then it would
13 change your opinion in this case?

14 A: It certainly could, I suppose, but I would probably say that
15 what they said to the police right after the accident is probably
16 more reliable than what they said in a deposition months after the
17 accident happened.

18 Q: Okay. You've also reviewed Snoats' deposition, right?

19 A: I have.

20 Q: And you saw where Snoats testified that when it comes to safety
21 and driving a tractor-trailer is always best to make the safest
22 choice possible, right?

23 A: I did.

24 Q: Do you agree with that?

1 A: Absolutely not.

2 Q: How can you say that?

3 A: Think about it. The safest choice is for us to ban 18-wheelers
4 completely, but that isn't practical because it would shut down
5 interstate commerce. The next safest choice for any driver is to
6 just stay home and not drive, but that isn't practical either. So,
7 you can't view safety in a vacuum. Safety isn't the only
8 consideration. I do agree that the safest choice Snoats could have
9 made would have been to call the yard and wait for a mechanic on
10 Highway 71 and not try to cut that strap loose with a pocket knife
11 or tie up that leak, but that decision has to be viewed in light
12 of the circumstances and the fact that there were also risks if
13 Snoats had left the truck on the shoulder and waited for a mechanic
14 to come look at it.

15 Q: Do you agree with Blake Arizona that you have sufficient
16 experience and training to understand the effect of drugs and
17 alcohol on driving?

18 A: Absolutely, 100%. That is something that both of us have a ton
19 of training and experience in as both drivers and people in the
20 commercial vehicle industry. It's a constant source of
21 conversation.

22 Q: You talk about the fact that Hunter had cocaine and alcohol in
23 his system at the time of the accident. What effect does the
24 combination of those substances have?

1 A: The use of both together can actually enhance the effects and
2 make them last longer.

3 Q: Well, how much cocaine was in his system?

4 A: We don't know. It just says "trace," but we don't know when he
5 took it or how long before the accident.

6 Q: Your report seems to include some accident reconstruction type
7 opinions, do you have any experience as an accident
8 reconstructionist?

9 A: Well, you can see on my CV that I'm certified by the American
10 Trucking Association as a crash specialist and crash investigator,
11 both of which require training in accident reconstruction, and
12 that has certainly been part of my job over the years as I have
13 investigated crashes by our own drivers and by other drivers as a
14 consultant.

15 Q: Have you understood all my questions?

16 A: Yes.

17 Q: Do you have anything to add regarding this matter that you
18 haven't already said?

19 A: Nope, I've told you everything I know.

20 Q: And have you given complete answers to every question without
21 leaving anything out?

22 A: Yes.

23

24

(Proceedings Adjourned.)

I, Avery Smalls, have read the foregoing deposition and hereby
affix my signature that same is true, correct, and accurate, and
that all information I have regarding this case has been
provided in this deposition and that nothing has been left out.



Avery Smalls

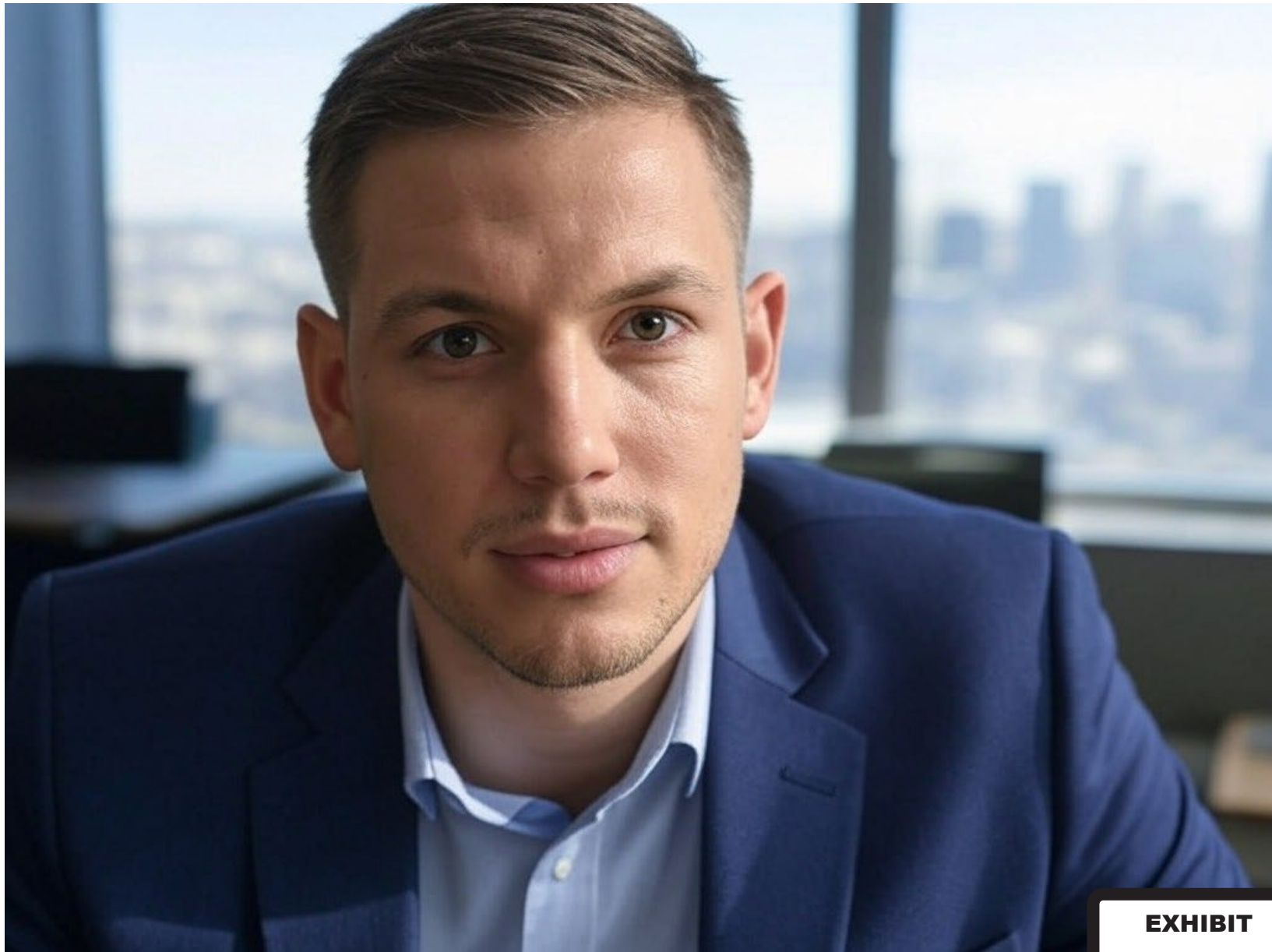
SUBSCRIBED AND SWORN TO by the said witness, AVERY SMALLS,
before me, the undersigned authority, on this 15th day of
October 2024.

Guillermo Reyes

NOTARY PUBLIC IN AND FOR

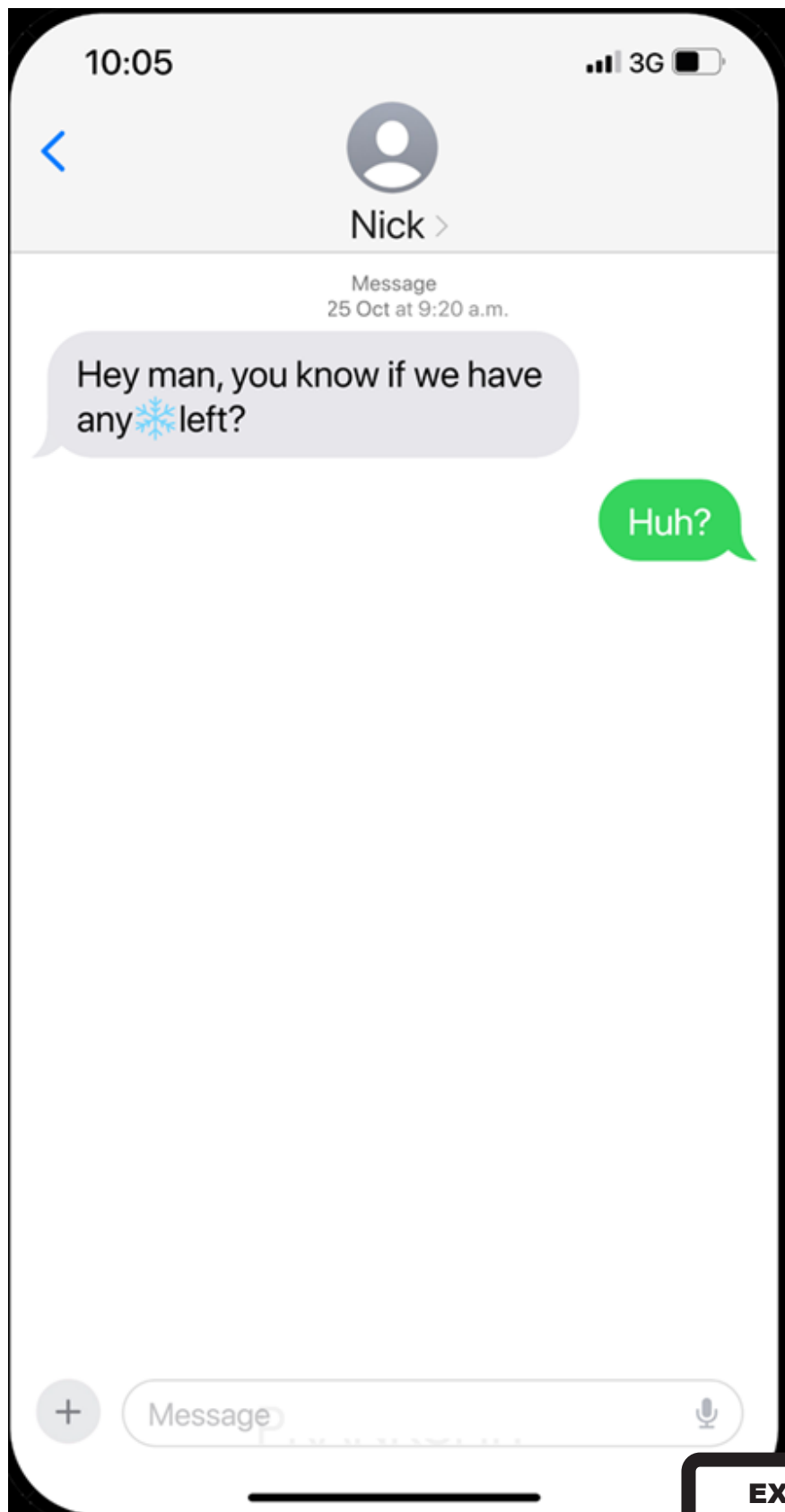
THE STATE OF KEYSTONE

COMMISSION EXPIRES:12-1-2024



EXHIBIT

1

**EXHIBIT**2



**TIME RECORDS
BUILDING ENTRY/EXIT
OCTOBER 2023**

<u>DATE</u>	<u>ENTRY TIME</u>	<u>EXIT TIME</u>
10/2	8:52 a.m. 1:05 p.m.	12:15 p.m. 6:10 p.m.
10/3	8:58 a.m. 1:05 p.m.	11:58 a.m. 6:05 p.m.
10/4	9:03 a.m. 3:15 p.m.	10:45 a.m. 7:15 p.m.
10/5	8:55 a.m. 12:45 p.m.	11:55 a.m. 5:45 p.m.
10/6	8:52 a.m. 1:07 p.m.	12:15 p.m. 6:07 p.m.
10/9	9:05 a.m. 1:07 p.m.	12:15 p.m. 6:30 p.m.
10/10	8:58 a.m. 1:04 p.m.	11:58 a.m. 6:03 p.m.
10/11	8:50 a.m. 12:30 p.m.	11:45 a.m. 5:15 p.m.
10/12	8:52 a.m. 1:05 p.m.	12:15 p.m. 6:10 p.m.
10/13	8:45 a.m. 1:05 p.m.	11:30 a.m. 5:48 p.m.
10/16	9:10 a.m. 1:25 p.m.	12:38 p.m. 6:05 p.m.
10/17	8:51 a.m. 12:45 p.m.	11:58 a.m. 5:47 p.m.
10/18	7:42 a.m.	2:15 p.m.

10/19	8:42 a.m. 1:10 p.m.	11:57 a.m. 6:15 p.m.
10/20	8:58 a.m. 1:05 p.m.	11:52 a.m. 5:52 p.m.
10/23	8:55 a.m. 12:45 p.m.	11:55 a.m. 5:45 p.m.
10/24	8:52 a.m. 1:05 p.m.	12:15 p.m. 4:54 p.m.
10/25		
10/26		
10/27		
10/28		

**EXHIBIT****4**

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**EXHIBIT****5**

**EXHIBIT****6**

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**EXHIBIT**7

**EXHIBIT**8

**EXHIBIT****9**

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**EXHIBIT**10

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**EXHIBIT**11

**EXHIBIT**12

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**EXHIBIT**13

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EXHIBIT

14

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**EXHIBIT****15**

**EXHIBIT****16**

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**EXHIBIT**17

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Durphy's Bar
 321 S. Drag St.
 Austin, Keystone 72012
 (555) 867-5309

4 Jager	\$20.00
8 Rumplemintz	\$48.00
6 Dos Equis	\$15.00
4 Irish Car Bombs	\$28.00

Subtotal	\$111.00
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Tax (8.25%)	\$9.16
-------------	--------

Total	\$120.16
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"The Dirty Durph!"

EXHIBIT

18

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IN THE SUPERIOR COURT FOR STEELTON COUNTY

EXHIBIT**19****JORDAN MCDUNNOUGH,***Plaintiff*

v.

**HUFFHEINS TRUCKING, LLC.,
CASEY SNOATS, & NICOLAS
HUNTER,***Defendants*

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) **CIVIL ACTION NO. STAC-AAJ-2025-0002**

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PLAINTIFF'S ORIGINAL COMPLAINT

■

TO THE HONORABLE JUDGE OF THIS COURT:

NOW COMES JORDAN MCDUNNOUGH, Plaintiff herein, complaining of HUFFHEINS TRUCKING, LLC & NICOLAS HUNTER, Defendants herein, and for cause of action would respectfully show the Court and jury the following:

I.**PARTIES**

1. Plaintiff is an individual residing in Austin, Keystone.
2. Defendant HUFFHEINS TRUCKING, LLC is a domestic limited liability company with its principal place of business in Shreveport, Louisiana, and can be served through its registered agent for process.
3. Defendant Casey Snoats is an individual that resides in Austin, Keystone and who may be served at his/her home address.
4. Defendant Nicolas Hunter was an individual that resided in Austin, Keystone, who is now deceased and may be served through the administrator of his estate, Holly Hunter, at her home address.

II.

FACTUAL BACKGROUND

4. On or about October 25, 2023, Plaintiff Jordan McDunnough was the passenger in a Chevrolet Malibu driven by Defendant Nicolas Hunter. They were travelling eastbound on Highway 71 headed towards work at approximately 9:45 a.m.

5. At the same time, Defendant Casey Snoats was operating a tractor-trailer owned and operated by Defendant Huffheins Trucking, LLC. Defendant Snoats was also travelling eastbound on Highway 71 when the brakes on the subject tractor-trailer locked up and Defendant Snoats came to a complete stop in the gore that separated Highway 71 from the exit for ST Loop 1. However, Defendant Snoats did not get the tractor-trailer completely into the gore and the rear and sides of that truck were sticking out into lanes of traffic both on Highway 71 and the exit for ST Loop 1. Defendant Snoats failed to turn on the hazard lights for the truck and did not place any safety markers at the rear of the truck to indicate it was stopped.

6. The vehicle driven by Defendant Hunter collided with the rear of the tractor-trailer, which resulted in serious injuries to Plaintiff.

III.

NEGLIGENCE

28. Plaintiff incorporates by reference all of the paragraphs above as if fully set forth at length here.

29. Plaintiff's injuries were proximately caused by the negligent conduct of Defendants Huffheins Trucking, LLC, Casey Snoats, and Nicolas Hunter.

30. With respect to Defendant Snoats, Defendant Snoats failed to use or exercise ordinary care by various acts and omissions, including the following, each of which singularly or

in combination with others, constitutes acts of negligence that were a direct and proximate cause of the occurrence in question, and resulting in injuries or damages:

- a. Failure to properly inspect and maintain the tractor-trailer to prevent the breakdown that presented the hazard to persons who share that highway with it;
- b. Failure to provide appropriate warnings to travelers such as Nicolas Hunter that the tractor-trailer was blocking the road;
- c. Operating a vehicle on the highway that presented an unreasonable risk;
- d. Failure to timely remove the disabled commercial motor vehicle from lanes of travel;
- e. Failure to exhibit proper and prudent driver attention;
- f. Failure to place safety markers to warn of the stopped commercial motor vehicle;
- g. Failing to carry and use appropriate safety equipment, such as flags, triangle, flares, pylons, and reflective warning devices; and
- h. Failure to inspect the commercial motor vehicle to assure it was safe for travel.

31. With respect to Defendant Huffheins, Defendant Huffheins failed to use or exercise ordinary care by various acts and omissions, including the following, each of which singularly or in combination with others, constitutes acts of negligence that were a direct and proximate cause of the occurrence in question, and resulting in injuries or damages:

- a. Negligent hiring of Casey Snoats;
- b. Negligent training of Casey Snoats;

- c. Negligent supervision of Casey Snoats; and/or
- d. Negligent entrustment of a commercial motor vehicle to Casey Snoats.

32. With respect to Defendant Hunter, Defendant Hunter failed to use or exercise ordinary care by various acts and omissions, including the following, each of which singularly or in combination with others, constitutes acts of negligence that were a direct and proximate cause of the occurrence in question, and resulting in injuries or damages:

- a. Failure to keep a proper lookout; and/or
- b. Failure to control speed.

33. Each of these acts and/or omissions, singularly or in combination with others, constitutes negligence, which proximately caused the occurrence made the basis of this action and Plaintiff's injuries and damages.

V.

PRAYER FOR RELIEF

31. For the reasons stated above, Plaintiff asks that the Court issue citation for Defendants to appear and answer, and that upon trial on the merits Plaintiff recovers judgment for the following:

- a. Past and future pain and suffering;
- b. Past and future mental anguish and emotional distress;
- c. Past and future disfigurement;
- d. Past and future lost wages;
- e. Past and future medical expenses;
- f. Pre-judgment and post-judgment interest;
- g. Cost of suit; and
- h. All other relief, general and special, which Plaintiff is entitled to receive at law or in equity, or for which this Court deems proper.

Respectfully submitted,

BY: *Miles Massey*
Miles Massey

ATTORNEYS FOR PLAINTIFF
JORDAN MCDUNNOUGH

EXHIBIT**20**

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AUSTIN POLICE DEPARTMENT
GENERAL OFFENSE HARDCOPY
(CRASH/SERIOUS BODILY INJURY)

General Offense Information

Operational Status:	OPEN
Reported On:	10/25/2023
Report Submitted By:	Gunderson, Marge
Original Unit:	Motors South 2 Hwy Enforcement
Address:	5100 E Hwy 71
Municipality:	Austin
County:	Steelton
Family Violence:	No

Offenses (Completed/Attempted)

Offense#:	3602-0 CRASH/SERIOUS BODILY INJURY – COMPLETED
Location:	STREETS / HWY / ROAD / ALLEY
Suspected of Using:	Hunter, Nicolas
Bias:	None

Related Person(s)**1. WITNESS #1 – SHOWALTER, CARL**

Sex: Male
Race: White
DOB: 05/20/1994
Address: 82201 Hwy 71, Apt. 001
Austin, Keystone 78735
Phone: (555)703-9119

3. WITNESS #2 – ROCHA, ADRIANA

Sex: Female
Race: Hispanic
DOB: 07/20/88
Address: 491313 Cana Ave., Apt. X
Austin, Keystone 78735
Phone: (555) 269-7267

2. WITNESS #3 – SNOATS, CASEY

Sex: Male/Female
Race: Any
DOB:
Address:
Phone: (555) 538-7118

Document:	Initial Report
Author:	Gunderson, Marge
Date:	10/25/2023

On 10/25/2023, at approximately 9:58 a.m., Officer Gunderson responded to a crash in the 5100 block of Hwy 71 at the exit for ST Loop 1. The crash occurred in the eastbound lanes near the ramp for the flyover for northbound ST Loop 1. The call advised that a car struck the rear of a semi tractor-trailer. Several officers and EMS arrived on scene before me. EMS removed the body of a deceased driver, HUNTER, NICOLAS, and transported a passenger, MCDUNNOUGH, JORDAN, to the hospital before I arrived.

Once I arrived on scene I observed the following:

In this section of the roadway there are three lanes heading east, and a fourth lane is sectioned off with a double white lane. At the ramp for the flyover, the number three lane splits, leaving three lanes continuing east and two lanes taking the flyover. I've attached a diagram to this report as Exhibit "A," with the far-left lane headed eastbound marked "1" and the two exit lanes to the right marked "4" and "5." The crash occurred where lanes 3 and 4 split. The two vehicles involved were the semi tractor-trailer driven by SNOATS, CASEY and a 2014 Chevrolet Malibu driven by HUNTER, NICOLAS. MCDUNNOUGH, JORDAN was a passenger in the Chevrolet Malibu.

There were about 25 feet of skid marks in lane 3 and 4, clearly heading towards the exit for ST Loop 1 and leading up to the back of the trailer. Those skid marks are visible in what has been attached herein as Exhibit "B." The car struck the rear of the trailer off center so that the forklift on the vehicle that was attached to the back of the trailer penetrated the drivers side of the car and struck the driver, after which the driver was thrown from the car. The driver's seat belt had no slack in it which is common when a crash occurs and the driver is wearing the belt.

The driver of the tractor-trailer, SNOATS, CASEY, said the following at the scene of the accident:

SNOATS was headed east on Highway 71 when he/she lost the brakes on the trailer. SNOATS said the brakes just kind of "locked up" on him/her while driving down the highway. SNOATS was attempting to drive the truck into the gore between lanes 3 and 4 when the truck came to a stop. SNOATS got out of the truck to place reflective safety triangles when he/she saw a car approaching "going fast." SNOATS heard the tires screech when the car attempted to brake hard and SNOATS jumped out of the way to avoid being hit. The car hit the back of SNOATS' truck and came to a stop. SNOATS immediately called 911 and went to check on the driver.

Officers noticed an orange strap wrapped around the driveshaft for the truck and sticking out of the passenger side door of the truck. Some of the strap was tied and knotted around an air line. Much of the strap was frayed and shredded, with pieces of the strap scattered over the rear of the truck. You can see photographs of the strap coming out of the door and wrapped around the drive shaft and air line in Exhibit "C" attached to this report.

When I asked SNOATS about the strap SNOATS advised the following:

SNOATS dropped off his load earlier in the day and one of the bundles broke so he/she used the orange straps to try to secure that load on the way back to the yard. After SNOATS took off to return to the yard, he/she forgot about the strap. While driving on Highway 71 a couple of miles from where the accident took place, SNOATS observed the strap hanging loose and stopped to secure it. At that time, SNOATS observed that some of the strap had become wrapped around and entangled with the drive shaft on the truck and that the strap had caused a leak in an air line. SNOTAS attempted to cut the strap from the drive shaft with a pocket knife and then used some of the strap to try to stop the leak so that he/she could limp back to the yard.

It appeared that the strap that was wrapped around the drive shaft and the air line was sufficient to have caught a brake line and punctured that brake line after SNOATS took off again down Highway 71 to “limp back” to the yard.

I made contact with witness SHOWALTER, CARL:

SHOWALTER advised that he was driving behind HUNTER’s car in lane 4 to exit to ST Loop1 as well and observed the truck stopped in the lane ahead and saw what he believed to be the driver putting out safety triangles. SHOWALTER does not remember seeing hazard lights on the truck. After the accident, SHOWALTER went to assist the driver of the car. I asked SHOWALTER whether he could see the truck prior to the accident and he indicated that he was directly behind the car being driven by HUNTER and could see that forklift on the back of the trailer coming up ahead of them and can only assume that the driver of the car, HUNTER, would have seen it as well. SHOWALTER said that he did not know why HUNTER would not have seen the truck in time.

I made contact with witness ROCHA, ADRIANA:

ROCHA advised that she witnessed the driver of the car, HUNTER, texting on his phone before the crash. ROCHA was driving on Highway 71 in lane 3 and was passed by HUNTER, who was in lane 2 about half a mile before the exit for ST Loop 1. ROCHA said she was going about “seventy to seventy-five” miles per hour at the time she was passed by HUNTER and said that HUNTER was “just going a bit faster, but nothing too crazy.” ROCHA said that she could see the phone on HUNTER’s left thigh and his fingers or thumb was on the screen as well.

Photographs of both the truck and vehicle driven by HUNTER post-accident are attached herein as Exhibit “D.”

This case will not be further investigated by Austin PD.

EXHIBIT

“A”

**EXHIBIT****20-A-1**

EXHIBIT

“B”



EXHIBIT

20-B-1

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EXHIBIT

“C”



**EXHIBIT****20-C-2**

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EXHIBIT

“D”

**EXHIBIT****20-D-1**

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**EXHIBIT****20-D-2**

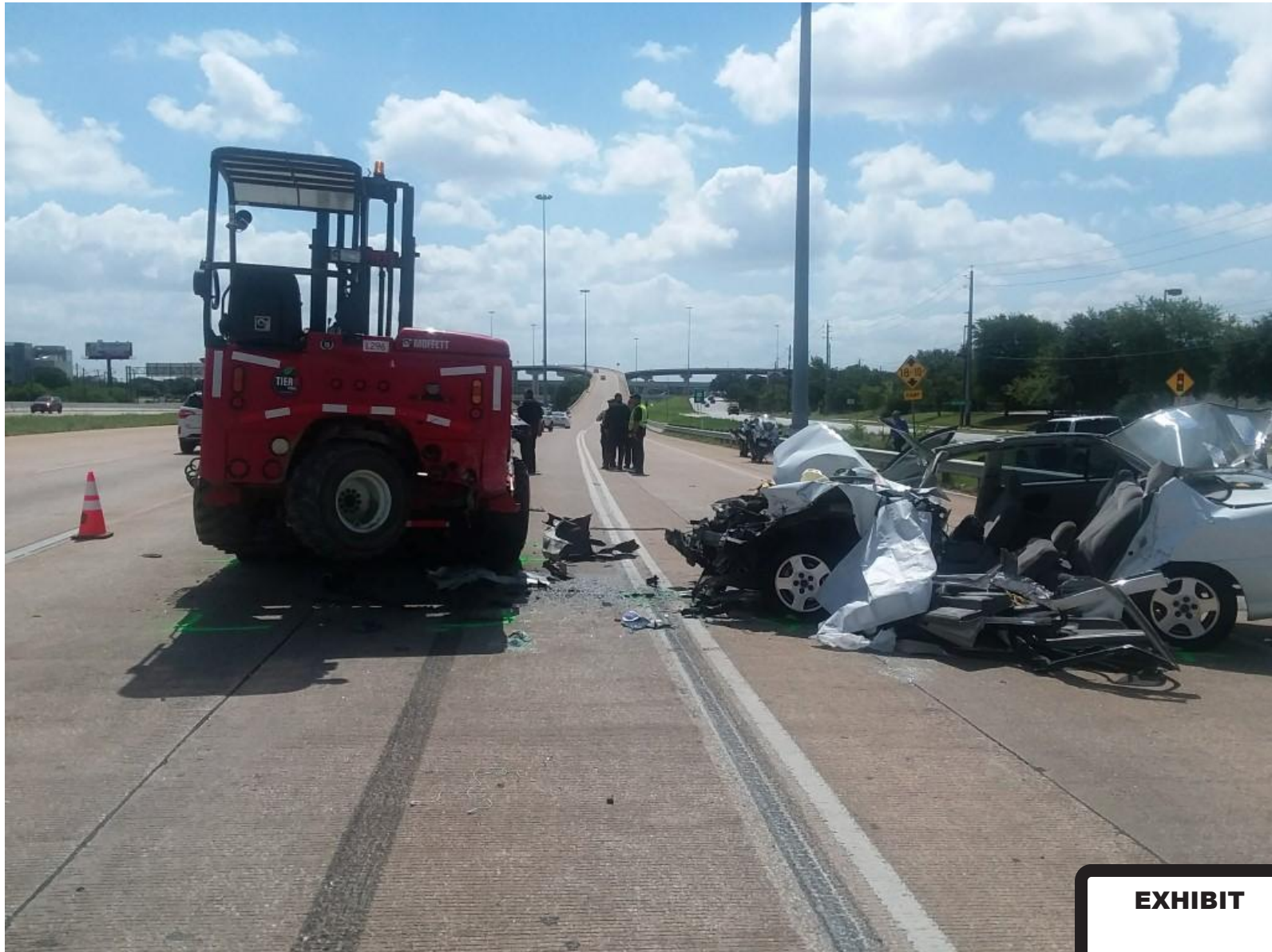
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**EXHIBIT****20-D-3**

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**EXHIBIT****20-D-4**

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EXHIBIT

20-D-5

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**EXHIBIT**21

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Huffheins Trucking

Driver Handbook

2023

EXHIBIT

22

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GENERAL WORK RULES AND DISQUALIFYING CRITERIA

The following pages reflect the work rules established by Huffheins for all employees working as truck drivers and operating commercial motor vehicles that run under any one of the Huffheins DOT Operating Authorities. All drivers need to be familiar with these work rules / disqualifiers and with any work rules / disqualifiers that are not included in this section but are applicable to the specific account where the driver works. Any driver who works for multiple customer accounts will need to be familiar with and work within the rules and disqualifiers established for the account he/she is working on each day. As it relates to this policy the term “DRIVER” refers to any employee working as a truck driver and operating a Commercial Motor Vehicle under any one of the Huffheins DOT Operating Authorities.

➤ **DISCIPLINARY PROCESS**

Every incident of unacceptable conduct will be reviewed on a case-by-case basis to determine an appropriate course of disciplinary action. In general, penalties will follow the progressive disciplinary schedule below. However, Huffheins

reserves the right to skip any or all of these steps based on the severity of the incident.

1st Offense: Verbal Warning

2nd Offense: Written Warning

3rd Offense: Final Written Warning (with or without Suspension from Work)

4th Offense: Termination

Exceptions: Any violations that fall within the CSA categories of Cargo Related, Unsafe Driving, Driver Fitness, or Hours of Service violations (with the exception of form and manner), would move the driver to the 2nd offense option and he or she would receive a mandatory written warning.

➤ **FMCSA - COMPLIANCE SAFETY ACCOUNTABILITY (CSA) VIOLATIONS**

All drivers have a responsibility with respect to all five types of the safety-related CSA violations (Unsafe Driving, Vehicle Maintenance, Cargo Securement, Driver Fitness & Fatigue Driving). The appropriate level of corrective discipline to be imposed on a driver in a particular safety-related CSA violation situation is a function of three factors:

- ❖ The nature/severity of the violation.
- ❖ Whether the situation involves multiple violations by the driver.
- ❖ Whether the situation is a repeat violation that indicates a pattern of careless and/or unsafe behavior by the driver.

➤ **ACCIDENTS & MOVING VIOLATIONS**

All accidents and incidents will be reviewed by the driver's manager. Based on this review, the driver may be required to take a remedial training class, placed on probation, suspended from work, and/or terminated.

Any combination of violations and preventable collisions that exceeds two (2) total violations or a single DOT-reportable preventable accident in a thirty-six month period will result in immediate termination of the lease agreement.

Drivers who fail to immediately report an accident/incident of any type to the Huffheins Safety Department, knowingly falsify an accident report, or makes false statements about an accident to a company representative, will be immediately terminated and not considered for re-employment with Huffheins.

➤ **REGULATORY AUTOMATIC DISQUALIFICATION**

Regulatory requirements call for the automatic disqualification of any driver who has been convicted of, or forfeited bond for, any of the actions listed below:

1. operating a CMV while under the influence of alcohol
2. operating a CMV while under the influence of a controlled substance
3. leaving the scene of a collision involving a CMV
4. committing a felony involving the use of a CMV
5. operating a CMV with a revoked, suspended, or canceled commercial driver's license
6. using a CMV in commission of a felony involving manufacturing, distributing, or dispensing a controlled substance

If a Huffheins driver is convicted of any of the above listed Regulatory Disqualification items that driver will be immediately disqualified for life from returning as a driver for Huffheins.

➤ **SERIOUS TRAFFIC VIOLATIONS**

Drivers will automatically be disqualified if they are charged with any of the below listed violations. The exception will be if a court of law DISMISSES any of the below charges during court proceedings. Plea Bargains or reductions in the original charge are not recognized and the original charge will stand.

1. driving while under the influence of alcohol;
2. driving while under the influence of a controlled substance;
3. possession of alcohol or drugs in a vehicle in violation of local or state laws or the Federal Motor Carrier Safety Regulations (FMCSR);
4. excessive speeding (15 mph above the posted limit) ;
5. making improper or erratic traffic lane changes;
6. reckless or careless driving as defined by state, local law enforcement or regulation;
7. following a vehicle too closely ;
8. violating a state or local law relating to motor vehicle traffic control (other than parking, vehicle weight, or vehicle defect violations) arising in connection with a fatal collision;
9. leaving the scene of a collision;
10. violating a driver or vehicle out-of-service order;
11. overturn of the tractor or trailer (preventable)
12. dropped trailer incidents where the equipment is not proven to be defective (preventable)

➤ **SUSPENSION, REVOCATION OR CANCELLATION OF COMMERCIAL DRIVER'S LICENSE (CDL)**

Driver's will automatically be disqualified if the MVR indicates that their driver's license is currently suspended, revoked, or canceled, including for administrative reasons (non-safety related).

Driver's will also automatically be disqualified if the MVR indicates any suspensions, revocations or cancellation of CDL status that are NON ADMINISTRATIVE and have occurred within the previous 3 year period.

Driver's may still be considered for employment, or be allowed to retain their existing employment if their current MVR shows two or less administrative suspensions, revocations, or cancellations of the candidate's driver's license during the past three years.

EXCEPTIONS: If a driver has their CDL suspended due to not self-certifying or providing a copy of the medical card to their State Driver's License Authority (SDLA) that driver can still qualify IF the driver had a VALID MEDICAL CARD at the time of the citation/violation and subsequent suspension. (See Minimum Eligibility Requirements Policy for more info)

➤ **DEFINITIONS**

A **preventable collision** is a traffic incident in which the driver did not do everything feasible to avoid the collision.

A **major preventable collision** is a preventable collision resulting in:

- ❖ A fatality
- ❖ Immediate medical treatment, away from the scene of the collision, for one or more individuals involved in the collision
- ❖ One or more vehicles being towed due to disabling damage (damage preventing the vehicle from leaving the scene of the collision under its own power)

➤ **OTHER VIOLATIONS**

The following chart lists specific offenses and the resulting penalty for each infraction. This is not intended to be an all-inclusive list.

<u>OFFENSE</u>	<u>PENALTY</u>
Failure to properly report any mechanical defect to Management immediately.	Progressive Disciplinary Process (“PDP”)
Knowingly tampering with or destroying tractor speed sensors, cables, fuel pumps, electronic parameter settings, etc., against company specifications.	Termination
Unauthorized use of a company vehicle.	Termination
Failure to report a breakdown promptly and accurately.	PDP
Failure to properly secure a load and to protect equipment and lading, including the proper use of locks or security measures to meet company or customer security requirements. Failing to ensure that various tools used to secure a load, including clamps, straps, etc., are safely secured and do not present any danger to the tractor-trailer or other cars around the tractor-trailer.	PDP
Failure to use proper securement or properly secure load to prevent movement or loss of load during transport.	PDP
Failure to perform a pre-trip inspection or a post-trip inspection as required by DOT regulations.	PDP
Failure to sweep out trailers when empty, including removing nails from the floor.	PDP
Use of alcoholic beverages, intoxicating liquors, or any other substance/controlled substance described in Title 21 of the US Code, Section 21, either prescribed or not, when reporting for duty, while on duty, while on break	Termination

preparing for duty, while on company property, or while on a dispatch trip for the company.	
Any driver who operates a company vehicle or performs a safety sensitive function while taking a prescription medication under the direction of a licensed physician without providing the company with a signed release from that physician stating the medication will not affect the driver's ability to safely operate a commercial motor vehicle.	Termination
Gross violations of safety or security regulations and policies, to include, Federal Motor Carrier Safety Regulations.	Termination
Failure to maintain Huffhein's minimum eligibility requirements for employment, or loss/suspension of any license or other qualification necessary to perform assigned duties.	Termination
Conviction of a felony while employed by Huffheins.	Termination
Displaying blatant and public disrespect, being discourteous, and/or threatening, intimidating, or coercing any associate or customer.	PDP
Directing abusive language toward and/or openly making or publishing false, vicious, or malicious statements concerning the company, any associate, or customer.	PDP
Unauthorized use of company long distance telephone facilities for personal calls.	PDP
Reckless operation of a company vehicle.	Termination
Exceeding 10mph on all Huffheins owned yards or the posted speed limit on a customer's yard.	PDP
Failure to engage the 4-way emergency flashers whenever the vehicle is placed in reverse gear.	PDP

Proper attire: All drivers are required to wear a uniform in accordance with the Huffheins Uniform Policy for the dedicated drivers. All clothing must be neat, clean without rips, holes or tears. No open toe shoes or clothing with potentially racial or derogatory statements will be allowed.	PDP
Wearing unauthorized badges, insignias, pins or other devices while on duty, on company property, or on customer property.	PDP
Solicitation during working time or solicitation of other associates during their working time, or distribution of materials at any time in working areas of the company or customer property inconsistent with the Solicitation Policy.	PDP
Insubordination. (Failure to follow instructions - written or oral - and/or refusal of work assignment.	Termination
Theft or dishonesty of any kind and/or fraudulent activities.	Termination
Use of a radar detector in truck.	Termination
Willfully or negligently destroying damaging or defacing any company property, company equipment, customer property or property belonging to a fellow employee.	Termination
Fighting or disruptive conduct while on Huffheins or customer property or while on a dispatch trip for the company.	PDP
Delivering the load to the wrong destination and/or picking up the wrong trailer against instructions.	PDP
Failure to report any on-the-job injury to Huffheins management immediately or, in case of serious injury, as soon as medically possible.	PDP
Failure to wear a seatbelt.	PDP

Failure to follow Company Policy regarding the use of cell phones and hands-free devices.	PDP
Unauthorized carrying of passengers (including animals), property, narcotics or alcoholic beverages in any quantity. Also, unauthorized possession of firearms or other dangerous weapons on company or customer's property.	Termination
Failure to properly and legibly complete and turn in Driver Trip Sheets, Driver Vehicle Inspection Reports & Driver Daily logs.	PDP
Attempting to fix a mechanical issue with a tractor and/or trailer without the assistance of a company approved mechanic if the mechanical issue presents a major issue that may impact the ability of the tractor and/or trailer to function properly while on the road.	PDP
Falsification of Motor Vehicle Violation certification required for DOT Annual Review.	PDP
Failure to report any discrepancies identified upon pick up or delivery of freight.	PDP
Proven negligence by the driver, resulting in shortage or damage cargo claims and related expenses.	PDP
Failure to weigh vehicle on loads exceeding 36,000 pounds.	PDP
Flagrant disregard for Federal Motor Carrier Safety Regulations, including violations of Federal Motor Carrier Safety Regulations pertaining to maximum driving and on duty time and drivers record of duty status.	PDP
Deliberate falsification of applications, expense reports, or other company related documents, including electronic records.	Termination
Failure to be on time for pickup and /or delivery appointments and failing to notify dispatch when a scheduled time cannot be made.	PDP

Running out-of-route without authorization.	PDP
Failure to report to work or absence from duty without contact for 48 hours.	Voluntary Resignation

FMCSA Detailed Report

Driver: SNOATS, CASEY
Date of Report: 9/29/2023
Dates Covered in Report: 1/1/1997 – 9/29/2023

<u>Violation #</u>	<u>Basic</u>	<u>FMCSR Part</u>	<u>Violation Description</u>	<u>In or Out of Service</u>
1.	Vehicle Maintenance	§393.9(a)	Failed to ensure that all required lamps were operable during operation of commercial motor vehicle.	In
2.	Driver Fitness	§393.104(b)	Failure to ensure that all tiedowns, cargo securement systems, part and components used to secure cargo are in proper working order when used.	In
3.	Vehicle Maintenance	§393.84	Failure to ensure that the commercial motor vehicle was free of unnecessary holes and openings, or allowing floor to be permeated with oil or other substances likely to cause injury to persons using the floor as a traction surface.	In
4.	Driver Fitness	§393.104(b)	Failure to ensure that all tiedowns, cargo securement systems, part and components used to secure cargo are in proper working order when used.	In
5.	Driver Fitness	§393.104(b)	Failure to ensure that all tiedowns, cargo securement systems, part and components used to	In

			secure cargo are in proper working order when used.	
6.	Vehicle Maintenance	§393.9(a)	Failed to ensure that all required lamps were operable during operation of commercial motor vehicle.	Out
7.	Driver Fitness	§393.104(b)	Failure to ensure that all tiedowns, cargo securement systems, part and components used to secure cargo are in proper working order when used.	In
8.	Driver Fitness	§393.104(f)(3)	Allowing a loose tiedown when attempting secure cargo.	Out
9.	Driver Fitness	§396.17(c)	Operating a commercial motor vehicle without proof of periodic inspection.	In
10.	Driver Fitness	§392.2RG	Failure to have proper vehicle registration and/or license plate on commercial motor vehicle.	In
11.	Vehicle Maintenance	§393.75(a)(3)	Allowing an audible air leak on a hose on commercial motor vehicle.	Out
12.	Vehicle Maintenance	§393.9(a)	Failed to ensure that all required lamps were operable during operation of commercial motor vehicle.	In
13.	Vehicle Maintenance	§393.9(a)	Failed to ensure that all required lamps were operable during operation of commercial motor vehicle.	Out
14.	Driver Fitness	§393.104(b)	Failure to ensure that all tiedowns, cargo	Out

			securement systems, part and components used to secure cargo are in proper working order when used.	
15.	Driver Fitness	§393.104(b)	Failure to ensure that all tiedowns, cargo securement systems, part and components used to secure cargo are in proper working order when used.	In
16.	Driver Fitness	§393.104(b)	Failure to ensure that all tiedowns, cargo securement systems, part and components used to secure cargo are in proper working order when used.	In

*In service violations refer to minor traffic or safety infractions that a commercial vehicle can operate with while still on the road, while an out of service violation is a critical safety issue that requires the vehicle to be immediately taken off the road until the problem is fixed, effectively preventing the driver from continuing their journey until repairs are made.

EXHIBIT**24****KEYSTONE DEPARTMENT OF PUBLIC SAFETY****DRIVER LICENSE DIVISION
CERTIFIED HISTORY RECORD****Driver:** SNOATS, CASEY**Date of Report:** 9/29/2023

EVENT HISTORY

- | | |
|------------------|------------------------------|
| 1. EVENT TYPE: | Traffic Citation |
| OFFENSE: | Speeding/Misdemeanor |
| DATE: | 02/28/2005 |
| TYPE OF VEHICLE: | Personal |
| RESOLUTION: | Plead Guilty; Paid Fine |
| 2. EVENT TYPE: | Traffic Citation |
| OFFENSE: | Speeding/Misdemeanor |
| DATE: | 02/17/2007 |
| TYPE OF VEHICLE: | Personal |
| RESOLUTION: | Plead Guilty; Paid Fine |
| 3. EVENT TYPE: | Accident; Non-Injury |
| OFFENSE: | Reckless Driving/Misdemeanor |
| DATE: | 01/20/2010 |
| TYPE OF VEHICLE: | Personal |
| RESOLUTION: | Plead Guilty; Paid Fine |
| 4. EVENT TYPE: | Accident; Non-Injury |
| OFFENSE: | N/A |
| DATE: | 01/12/2011 |
| TYPE OF VEHICLE: | Commercial Motor Vehicle |
| RESOLUTION: | N/A |
| 5. EVENT TYPE: | Accident; Non-Injury |
| OFFENSE: | Reckless Driving/Misdemeanor |
| DATE: | 08/14/2019 |
| TYPE OF VEHICLE: | Commercial Motor Vehicle |
| RESOLUTION: | Plead Guilty; Paid Fine |
| 6. EVENT TYPE: | Accident; Non-Injury |
| OFFENSE: | N/A |
| DATE: | 11/23/2013 |
| TYPE OF VEHICLE: | Commercial Motor Vehicle |
| RESOLUTION: | N/A |

7. EVENT TYPE:	Traffic Citation
OFFENSE:	Speeding/Misdemeanor
DATE:	03/28/2014
TYPE OF VEHICLE:	Personal
RESOLUTION:	Plead Guilty; Paid Fine
8. EVENT TYPE:	Traffic Citation
OFFENSE:	Speeding/Misdemeanor
DATE:	02/28/2019
TYPE OF VEHICLE:	Personal
RESOLUTION:	Plead Guilty; Paid Fine

Drinks	Body Weight In Pounds								Influenced
	100	120	140	160	180	200	220	240	
1	.04	.03	.03	.02	.02	.02	.02	.02	Possibly
2	.08	.06	.05	.05	.04	.04	.03	.03	
3	.11	.09	.08	.07	.06	.06	.05	.05	Impaired
4	.15	.12	.11	.09	.08	.08	.07	.06	
5	.19	.16	.13	.12	.11	.09	.09	.08	Legally Intoxicated
6	.23	.19	.16	.14	.13	.11	.10	.09	
7	.26	.22	.19	.16	.15	.13	.12	.11	
8	.30	.25	.21	.19	.17	.15	.14	.13	
9	.34	.28	.24	.21	.19	.17	.15	.14	
10	.38	.31	.27	.23	.21	.19	.17	.16	

EXHIBIT

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ACCIDENT REPORT

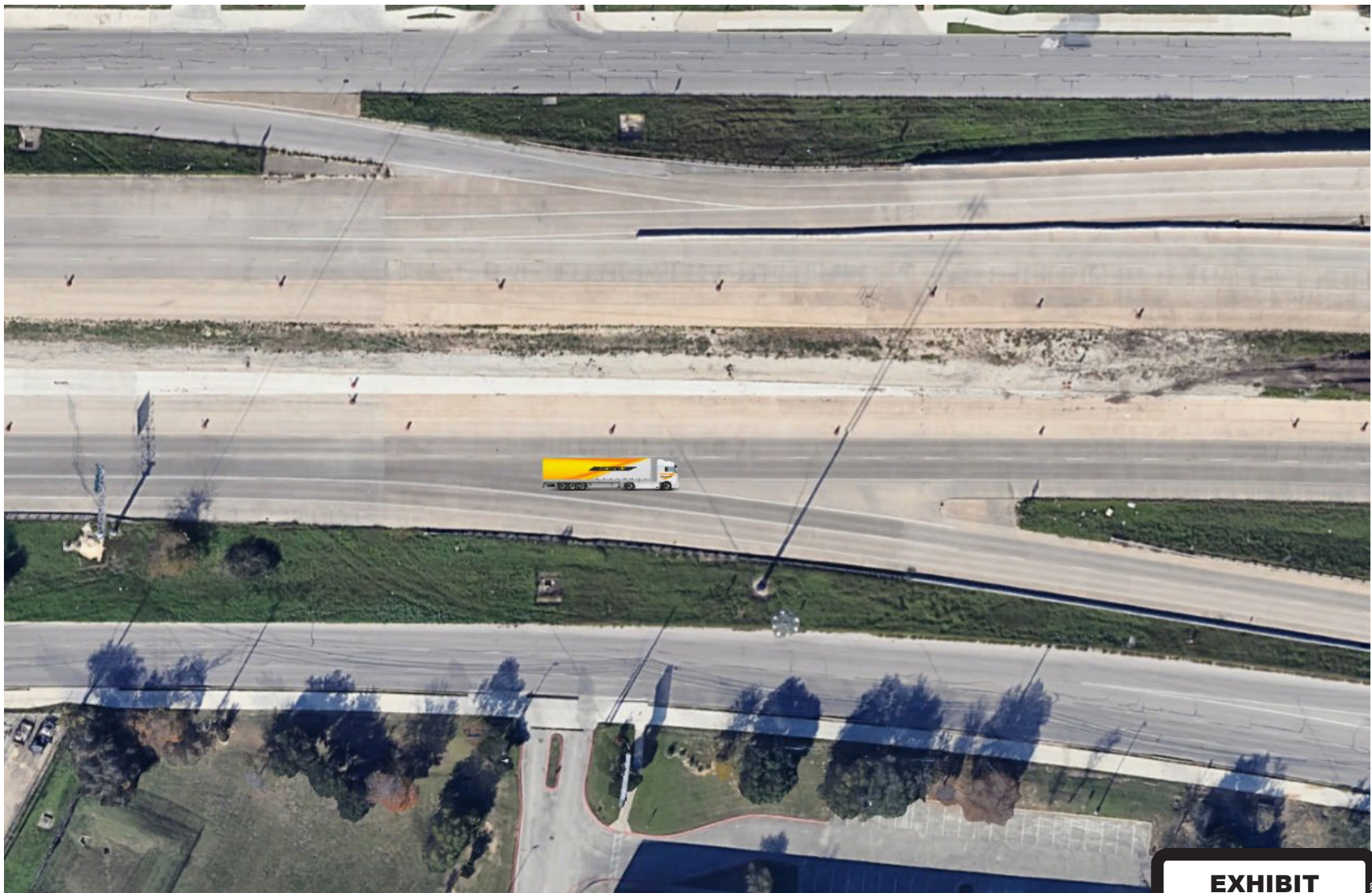
GENERAL INFORMATION			
Reported By: Snoats, Casey	Date Reported: 10/25/2023	Tractor-trailer lost brake pressure and brakes locked up while driver was travelling eastbound on Highway 71. Driver attempted to pull tractor-trailer into a gore between Highway 71 and the exit for ST Loop 1, but was unable to get the tractor-trailer completely into the gore and a portion of the tractor-trailer and attached moffet were in both the righthand lane of traffic on Hwy. 71 and the lefthand lane of traffic for the exit to ST Loop 1. The tractor-trailer was struck from behind by a car driven by HUNTER, NICOLAS. HUNTER, NICOLAS was pronounced dead at the scene. Driver reports that driver had stopped earlier on Hwy. 71 because there were loose straps underneath the tractor-trailer and, instead of calling into the yard for a mechanic, driver attempted to cut them away with a pocket knife. Driver also noticed a punctured brake line at that time, which was most likely caused by the loose straps or by the driver's use of a pocket knife.	
Prepared By: Carbajal, Paul	Date Prepared: 10/26/2023		
Date of Loss: 10/25/2023	Time of Loss: 9:45am		
Weather Condition: Clear	Road Surface: Concrete		
Road Condition: Dry	Road Type: 5 Lanes; Exit		
POLICE REPORT			
Police Report: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Officer Name: Gunderson, Marge	Department: Austin Police Department	Drugs or Alcohol: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unkown
REPORT CARD			
Safety Review Required: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	DOT Reportable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Towing Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Preventable or Non-Preventable: <input checked="" type="checkbox"/> Preventable <input type="checkbox"/> Non-Preventable <input type="checkbox"/> To Be Determined			

EXHIBIT

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**EXHIBIT**27



EXHIBIT

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Steelton County
Medical Examiner's Office

200 N. 5th Street
Austin, Keystone 012345
(512) 555-0123



Toxicology Report

Date: 10/25/2023
Subject: Nicolas Hunter

On October 25, 2023, at approximately 1223 hours, blood was drawn from the body of the deceased, Nicolas Hunter, in the Steelton County Memorial Hospital's Pathology Department, in Austin, Keystone. That blood was immediately sent for a toxicology screening. The results of that screening are described below.

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TOXICOLOGY:

Specimen	Drug	Positive/Negative	Amount
Blood	Opiates	Negative	
Blood	Buprenorphine	Negative	
Blood	Oxycodone	Negative	
Blood	Methadone	Negative	
Blood	Barbituates	Negative	
Blood	Phencyclidine	Negative	
Blood	Amphetamines	Negative	
Blood	Methamphetamines	Negative	
Blood	Benzodiazepines	Negative	
Blood	Cocaine	Positive	Trace
Blood	Marijuana	Negative	
Blood	Ethanol	Positive	0.03 BAC

Performed & Prepared by: /s/ William Little, M.D.
CHIEF MEDICAL EXAMINER
Steelton County, Keystone

Date of Test: October 25, 2023

MOBILITY
(with cell location)

TPC has queried for records from 10/25/2023 from 12:00:00am to 11:59:59am.

Item	Connection Date	Connection Time	Originating Number	Terminating Number
1	10/25/2023	01:45:23	15125550723	15125551234
2	10/25/2023	02:24:12	15125550723	15125557890
3	10/25/2023	02:25:15	15125557890	15125550723
4	10/25/2023	02:27:30	15125550723	15125557890
5	10/25/2023	09:20:10	15125550723	15125551010
6	10/25/2023	09:20:45	15125551010	15125550723
7	10/25/2023	09:22:42	15125550723	15125557890
8	10/25/2023	09:37:32	15125557890	15125550723
9	10/25/2023	09:39:52	15125550723	15125557890
10	10/25/2023	09:42:40	15125557890	15125550723

EXHIBIT

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Driver	Inspection Date	Inspection Type	Results	Safe to Operate
Casey Snoats	10/16/2023	Pre-Trip	No Defect	Yes
Casey Snoats	10/16/2023	Post-Trip	No Defect	Yes
Casey Snoats	10/17/2023	Pre-Trip	No Defect	Yes
Casey Snoats	10/17/2023	Post-Trip	No Defect	Yes
Casey Snoats	10/18/2023	Pre-Trip	No Defect	Yes
Casey Snoats	10/18/2023	Post-Trip	No Defect	Yes
Casey Snoats	10/19/2023	Pre-Trip	No Defect	Yes
Casey Snoats	10/19/2023	Post-Trip	No Defect	Yes
Casey Snoats	10/20/2023	Pre-Trip	No Defect	Yes
Casey Snoats	10/20/2023	Post-Trip	No Defect	Yes
Casey Snoats	10/23/2023	Pre-Trip	No Defect	Yes
Casey Snoats	10/23/2023	Post-Trip	No Defect	Yes
Casey Snoats	10/24/2023	Pre-Trip	No Defect	Yes
Casey Snoats	10/24/2023	Post-Trip	No Defect	Yes
Casey Snoats	10/25/2023	Pre-Trip	No Defect	Yes



TRUCKING LAW SEMINAR PRESENTATIONS

The Time is Now: Turning the Tide in Trucking Litigation!

In a litigation environment hallmarked by increasingly high jury verdicts, the time is now for the trucking industry to act and to re-evaluate what defense strategies and methods will best protect our clients and ensure the vitality of the industry moving forward. Learn practical strategies for trucking litigators, claims professionals and industry representatives to get aggressive in the defense of cases in the face of new and changing plaintiff tactics as well as a shift in the jury pool demographics, ideals, and mentalities. Presentations include a forum discussion by jury consultants, speaking to what they are seeing nationally in the jury pool, what defense strategies are working and what is no longer effective, and a practical workshop for using consultants to best prepare your key defense witnesses. Attendees will learn to utilize practical approaches aimed to counter new methods meant to fuel excessive verdicts and settlements, including how to maximize the benefit of mock trials/focus groups and how to employ aggressive defense tactics early, to get the edge and turn the tide in trucking litigation.

Who you will hear from!

Our keynote presentation will be made by one of the premier consultants in the commercial motor vehicle industry, Avery Smalls, who has decades of experience in this industry and whose presentation is entitled, "Off to See the Lizard: Preparing to Counter the Reptile Theory in Trucking Litigation to Ensure Defense Success!"

EXHIBIT

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IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for
the Estate of NICOLAS HUNTER,

Plaintiff,

v.

HUFFHEINS TRUCKING, LLC, and
CASEY SNOATS,

Defendants.

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) Cause No. AAJ-STAC-2025-001
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EXHIBIT

33

exhibitslider.com

ORAL DEPOSITION
OF CARL SHOWALTER
July 12, 2024

ORAL DEPOSITION OF CARL SHOWALTER, produced as a witness at
the insistence of HOLLY HUNTER, Administrator for the Estate of
NICOLAS HUNTER, and duly sworn, was taken in the above styled and
numbered cause on July 12, 2024, from 1:00 p.m. to 3:00 p.m.,
before GUILLERMO POQUITO, CSR, CCR, in and for the State of
Keystone, reported by machine shorthand, pursuant to the Federal
Rules of Civil Procedure and the provisions stated on the record
herein.

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PROCEEDINGS

CARL SHOWALTER

having been first duly sworn, testified as follows:

CROSS EXAMINATION

BY DEFENDANTS' COUNSEL:

Q: Good afternoon, can you please state your name for the record.

A: Good afternoon, my name is Carl Showalter.

Q: I'm showing you Exhibit 20, which is the Austin PD report regarding an accident that happened on Highway 71 at the exit for ST Loop 1 on October 25, 2023. Do you see right here where your name is listed as an eyewitness?

A: I do.

Q: And did you speak to the police that day after that accident?

A: I did.

Q: So, were you a witness to that accident?

A: I was.

Q: Okay, well let's talk a little bit about that accident. How long were you behind the white car driven by Nicolas Hunter on Highway 71 that morning?

A: For a while, over a minute or two.

Q: Where were you headed that morning?

A: I was on my way to work, and I was running a little bit late.

1 Q: When you first noticed that white car driven by Hunter, what
2 lane was he in?

3 A: The middle lane.

4 Q: And what lane were you in?

5 A: The middle lane as well. I was following him. I was about 50
6 yards behind him the entire time, kind of pacing him. We were both
7 going a little bit faster than the flow of traffic. I was about to
8 be late to work, so I was driving a bit fast, but nothing crazy.

9 Q: At some point did that white car get into the right-hand lane
10 of traffic?

11 A: Yes, maybe thirty seconds to a minute before the exit for ST
12 Loop 1. And I got over behind him.

13 Q: As you approached that exit for ST Loop 1, could you see that
14 tractor-trailer parked at the exit?

15 A: Well, you could see that forklift and the tractor-trailer, but
16 it looked like it was parked in that triangle thing between the
17 highway and the exit. It didn't look like it was in our lane of
18 traffic for the exit. I mean, the white car was in front of me, so
19 I don't know what he saw, but from where I was it didn't look like
20 the forklift was in our lane of traffic to exit onto ST Loop 1.

21 Q: So, could you see the truck from pretty far away?

22 A: Yes, you could see it, but it looked like it would be clear of
23 our lane. It looked like it was in that triangle thing, whatever
24 that is called.

1 Q: When you saw that forklift and the trailer, did you see any
2 flashing lights, any emergency lights?

3 A: No, nothing. No hazards. Nothing indicating that you needed to
4 be cautious going around the trailer.

5 Q: Could you tell the truck was stopped?

6 A: You could, but I wasn't paying too much attention to it because
7 it seemed to me, just common sense, that the truck wouldn't be
8 stopped in a lane of traffic when there was that triangle island
9 area and the shoulder to pull on to. So, I wasn't that worried
10 about it until the accident happened, which was 100% unexpected to
11 me.

12 Q: If that car hadn't hit the back of that trailer, what do you
13 think would have happened?

14 A: I think I would have hit it. I didn't think it was in our lane
15 of traffic, so I don't think I would've done anything differently
16 from that white car.

17 Q: Before that white car hit the back of that forklift did you
18 realize the trailer and forklift were in your lane of traffic?

19 A: No, I didn't.

20 Q: Looking back at Exhibit 20, it says that you told the police
21 that when you first saw the truck driver it looked like the driver
22 was putting out emergency flashers, is that correct?

23 A: I could see the driver outside the truck, I don't know what the
24 driver was doing. It looked like the driver was messing with the

1 truck. Could've been putting out the triangles, could've been doing
2 something else. I don't know. What I do know is that the hazards
3 weren't on and there were no triangles out at that point.

4 Q: Okay, you also told police that you didn't know why the driver
5 of that white car would not have seen that tractor-trailer in time,
6 right?

7 A: Yeah, like I said, I mean I know how that reads, but what I
8 meant was I saw that trailer and forklift and I'm sure the driver
9 saw it as well, but it never looked like it was in our lane of
10 traffic until we were right up on it. So, I don't know why that
11 driver would not have seen the tractor-trailer and that forklift,
12 but I don't know if seeing it would have alerted him to the trailer
13 being stopped in traffic.

14 Q: But that's not what you told police?

15 A: I guess not, but that's what I meant.

16 Q: Have you spoken with anyone on either side of this case that is
17 representing either the driver of that white car or the truck
18 driver since the accident?

19 A: I've spoken to a private investigator with the firm that is
20 representing the driver that died a couple of times, but that's
21 it.

22 Q: Have you understood all my questions?

23 A: Yes.

1 Q: Do you have anything to add regarding this matter that you
2 haven't already said?

3 A: Nope, I've told you everything I know.

4 Q: And have you given complete answers to every question without
5 leaving anything out?

6 A: Yes.

7

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9 (Proceedings Adjourned.)

10 *****

11 I, Carl Showalter, have read the foregoing deposition and hereby
12 affix my signature that same is true, correct, and accurate, and
13 that all information I have regarding this case has been
14 provided in this deposition and that nothing has been left out.

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22 SUBSCRIBED AND SWORN TO by the said witness, CARL SHOWALTER,
23 before me, the undersigned authority, on this 12th day of July
24 2024.

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Guillermo Reyes

NOTARY PUBLIC IN AND FOR

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THE STATE OF KEYSTONE

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COMMISSION EXPIRES:12-1-2024

IN THE SUPERIOR COURT FOR STEELTON COUNTY

HOLLY HUNTER, Administrator for
the Estate of NICOLAS HUNTER,

Plaintiff,

v.

HUFFHEINS TRUCKING, LLC, and
CASEY SNOATS,

Defendants.

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) Cause No. AAJ-STAC-2025-001
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EXHIBIT

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ORAL DEPOSITION
OF ADRIANA ROCHA
July 13, 2024

ORAL DEPOSITION OF ADRIANA ROCHA, produced as a witness at
the insistence of HOLLY HUNTER, Administrator for the Estate of
NICOLAS HUNTER, and duly sworn, was taken in the above styled and
numbered cause on July 13, 2024, from 1:00 p.m. to 3:00 p.m.,
before GUILLERMO POQUITO, CSR, CCR, in and for the State of
Keystone, reported by machine shorthand, pursuant to the Federal
Rules of Civil Procedure and the provisions stated on the record
herein.

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PROCEEDINGS

ARDIANA ROCHA

having been first duly sworn, testified as follows:

CROSS EXAMINATION

BY DEFENDANTS' COUNSEL:

Q: Good afternoon, can you please state your name for the record.

A: Good afternoon, my name is Adriana Rocha.

Q: I'm showing you Exhibit 20, which is the Austin PD report regarding an accident that happened on Highway 71 at the exit for ST Loop 1 on October 25, 2023. Do you see right here where your name is listed as an eyewitness?

A: I do.

Q: And did you speak to the police that day after that accident?

A: I did.

Q: So, were you a witness to that accident?

A: I was.

Q: Okay, well let's talk a little bit about that accident. When did you first see the white car driven by Hunter that day?

A: Well, Highway 71 starts out as a normal two-lane street with stop signs and everything that eventually turns into a highway, and the first time I saw Hunter we were both at a stoplight shortly before Highway 71 turns into a three-lane highway. I was in the

1 right lane and Hunter was in the left lane. That's when I saw the
2 phone on Hunter's lap.

3 Q: So, that's when you saw the phone?

4 A: Yes, I saw the phone on his lap, on his left leg, and it appeared
5 that his finger or thumb was on the screen and maybe texting at
6 that point.

7 Q: So, was Hunter's car moving at this point?

8 A: No, we were both stopped.

9 Q: In Exhibit 20 it says that you told the police that you saw
10 Hunter texting on his phone before the crash, is this what you
11 were referring to?

12 A: Yes.

13 Q: So, did you ever see Hunter texting again as the two of you
14 drove down Highway 71 towards the exit to ST Loop 1?

15 A: No, at least I'm not certain that I did, but I did see Hunter
16 messing with the headphones or earpiece for his phone, or that's
17 what it looked like.

18 Q: Okay, when did that happen?

19 A: As we continued on Highway 71 it became a three-lane highway
20 and I stayed in the right lane and Hunter was in the middle lane,
21 and we were kind of still side-by-side at this point, and I noticed
22 Hunter was messing with a cable that looked like it was for
23 earpieces for his cellphone, kind of seemed to be plugging them
24 into the phone and putting them in, stuff like that.

1 Q: Can you be sure?

2 A: Well, I know what I saw, but I guess I can't be 100% sure about
3 it because it was shortly after that when Hunter sped up and got
4 in front of me and then the accident happened.

5 Q: As you drove down Highway 71 that day in the right lane of
6 traffic, did you see that tractor-trailer at the exit to ST Loop
7 1?

8 A: Yes, I did. It was hard to miss.

9 Q: Did you see whether it had an emergency lights on or triangles
10 out?

11 A: I didn't see any reflective triangles, but I'm pretty sure the
12 hazard lights were on. I remember seeing that.

13 Q: Did you tell police that?

14 A: I don't see it in the report, so I guess not.

15 Q: But you claim you remember seeing that?

16 A: That's what I recall, but obviously it has been a while since
17 this all happened.

18 Q: Looking back at Exhibit 22, you make no mention of this
19 earpiece, and you say nothing about being at a stop when you saw
20 Hunter playing with the phone and maybe texting, is there a reason
21 those things were left out?

22 A: I don't know. I'm sure the police wrote down what I said
23 accurately, but I also know what I saw that day, or at least what
24 I remember seeing that day. And that's what I've told you today.

1 Q: Have you understood all my questions?

2 A: Yes.

3 Q: Do you have anything to add regarding this matter that you
4 haven't already said?

5 A: Nope, I've told you everything I know.

6 Q: And have you given complete answers to every question without
7 leaving anything out?

8 A: Yes.

9

10 (Proceedings Adjourned.)

11 *****

12 I, Adriana Rocha, have read the foregoing deposition and hereby
13 affix my signature that same is true, correct, and accurate, and
14 that all information I have regarding this case has been
15 provided in this deposition and that nothing has been left out.
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21 SUBSCRIBED AND SWORN TO by the said witness, ADRIANA ROCHA,
22 before me, the undersigned authority, on this 13th day of July
23 2024.

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ADRIANA ROCHA

Guillermo Reyes

NOTARY PUBLIC IN AND FOR
THE STATE OF KEYSTONE

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COMMISSION EXPIRES:12-1-2024

Distracted Driving

Whenever you are driving a vehicle and your attention is not on the road, you're putting yourself, your passengers, other vehicles, and pedestrians in danger. Distracted driving can result when you perform any activity that may shift your full attention from the driving task. Taking your eyes off the road or hands off the steering wheel presents obvious driving risks. Mental activities that take your mind away from driving are just as dangerous. Your eyes can gaze at objects in the driving scene but fail to see them because your attention is distracted elsewhere.

Activities that can distract your attention include texting, talking to passengers, adjusting the radio, CD player or climate controls; eating, drinking or smoking; reading maps or other literature; picking up something that fell; reading billboards and other road advertisements; watching other people and vehicles including aggressive drivers; talking and/or texting on a cell phone or CB radio; using telematics devices (such as navigation systems, pagers, etc.); daydreaming or being occupied with other mental distractions. If drivers react a half-second slower because of distractions, crashes double. Some tips to follow so you won't become distracted:

- Review and be totally familiar with all safety and usage features on any in-vehicle electronics, including your wireless device or cell phone, before you drive.
- Pre-program radio stations.
- Pre-load your favorite CDs or cassette tapes.
- Clear the vehicle of any unnecessary objects.
- Review maps and plan your route before you begin driving.
- Adjust all mirrors for the best all-round visibility before you start your trip.
- Do not attempt to read, text, or write while you drive.
- Avoid smoking, eating and drinking while you drive.
- Don't engage in complex or emotionally intense conversations with other occupants.

You need to be able to recognize other drivers who are engaged in any form of driving distraction. Not recognizing other distracted drivers can prevent you from perceiving or reacting correctly in time to prevent a crash. Watch for:

- Vehicles that may drift over the lane divider lines or within their own lane.
- Vehicles traveling at inconsistent speeds.
- Drivers who are preoccupied with maps, food, cigarettes, cell phones, or other objects.
- Drivers who appear to be involved in conversations with their passengers.

Give a distracted driver plenty of room and maintain your safe following distance.

Be very careful when passing a driver who seems to be distracted. The other driver may not be aware of your presence, and they may drift in front of you.

Texting While Driving

It is against the law to read, write, or send messages on a cell phone or other portable wireless device. If your cell phone rings, do not answer the call or respond to the text message. Convictions for violations of this law are subject to fines. You may use a cell phone to contact law enforcement or during an emergency. If you must make a call, pull safely off the road and make the call. Try to keep the conversation short, or have a passenger make the call for you, if possible.

Chapter 10: Alcohol and Drug Impact on the Driving Ability

Any drug may affect a person's ability to drive. Millions of people take over the counter and prescription medications, illegal drugs, or drink alcohol and do not realize they may affect the mental and physical (psychomotor) skills necessary to operate a vehicle and react to external events while driving a vehicle.

Each individual is different. The driving skills of persons taking the same drug may be affected differently. A driver's body weight, emotional state, amount of drug taken, and when the drug was taken will influence the driver's ability to assess an emergency situation or judge speed and distance. Safe driving always requires an observant eye, a steady hand, and a clear head.

When a person drinks alcohol or uses drugs, one of the first effects is they lose their judgement and their sight is impaired, causing slower reactions to sounds and the inability to judge another vehicle's speed. A person's ability to reason can all but disappear. Good judgment may be as simple as saying no to a friend who wants to race their car. However, if a person has been drinking alcohol or they are under the influence of drugs, their judgment may turn into, "Sure, take my car."

Taking more than one drug at the same time is even more dangerous since drugs may have a different overall cumulative effect, especially when alcohol is involved. Besides escalating the overall effects of the other drugs, alcohol can also mask the effects of those drugs, increasing a person's risk of poor decision making and/or slowing responsive reactions to situations. You should always check with a doctor or pharmacist before taking more than one type of drug or mixing drugs, especially tranquilizers or sedatives.

TABLE 25: Alcohol and Other Types of Drugs

Type	Description
Marijuana	Research shows even typical social doses of marijuana can affect concentration, judgment, and sensory and perceptual skills needed for careful driving. People who are under marijuana influence have impaired sensory and perceptual abilities.
Stimulants	Heavy amphetamine use may keep drivers awake and active for long periods of time. It also makes them less coordinated, edgy, and more likely to be involved in a car crash. Research shows typical social amounts of cocaine can produce lapses in attention and concentration. While caffeine can help drowsy drivers stay alert, it can't make a drunk driver sober. Studies show ordinary amounts of caffeine don't improve a drunk driver's ability to operate a vehicle.
Tranquilizers / Sedative-Hypnotics	Tranquilizers/Sedative-hypnotic drugs, including barbiturates, are powerful depressants, which calm people down or help them sleep. Tired or over-sedated drivers are not good drivers.
Over-the-counter drugs	Many over-the-counter drugs cause drowsiness in some people, which can affect their driving. Read the labels and be careful with antihistamines, other cold preparations, or any medicine that relaxes or promotes sleep.

EXHIBIT

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Any drug	Any drug might affect your ability as a driver. If you take more than one drug or if you mix drugs, especially tranquilizers or other sedative-hypnotics with alcohol, you could be asking for trouble on the road and off. If you have doubts about a drug or drug mix, check with a doctor or pharmacist.
Alcohol	Each year alcohol, a depressant drug affecting coordination, judgment, perception, and emotional state, is responsible for a significant number of highway deaths. Alcohol increases the depressant effects of tranquilizers and barbiturates. Mixing these drugs, on or off the road, can be hazardous.

Know Your Legal Limit

The legal limit in Steelton is 0.08 BAC or any amount which results in the loss of normal use of mental or physical faculties. The information provided in the Alcohol and Driving. Why Take the Risk? table below is only a guide and is based on calculated averages. Alcohol tolerance may vary by individual. Food intake, medications, health, gender and psychological conditions are also influential factors, which affect the rate of alcohol absorption. Drivers are encouraged to take drug and alcohol awareness courses to become better educated about the effects and consequences of drugs and alcohol. Insurance companies may provide liability insurance discounts to drivers who complete drug and alcohol awareness courses.

TABLE 26: Alcohol and Driving: Why Take the Risk?

Drinks	Body Weight in Pounds								Influenced
	100	120	140	160	180	200	220	240	
1	.04	.03	.03	.02	.02	.02	.02	.02	Possibly
2	.06	.06	.05	.05	.04	.04	.03	.03	
3	.11	.09	.08	.07	.06	.06	.05	.05	Impaired
4	.15	.12	.11	.09	.08	.08	.07	.06	
5	.19	.16	.13	.12	.11	.09	.09	.08	Legally intoxicated
6	.23	.19	.16	.14	.13	.11	.10	.09	
7	.26	.22	.19	.16	.15	.13	.12	.11	
8	.30	.25	.21	.19	.17	.15	.14	.13	
9	.34	.28	.24	.21	.19	.17	.15	.14	
10	.38	.31	.27	.23	.21	.19	.17	.16	

2025 STAC Clarifications

1. Are the judges going to be advised that a Rule 611 objection trying to limit cross to only what covered in direct will not be entertained?

A: See revised stipulations - Stipulation 19.

2. Does "no trial notebooks" (page 5) mean that we cannot provide the judge with bench books containing all the exhibits?

A: Yes.

3. When rules/regulation numbers are cited, can we look them up and use the language of the actual rule at competition (E.g., p. 51 where it cites subpar E of 391 in the FMCSR)?

A: No, you are limited to what is in the case file.

4. Are the FMCSRs noted in the record available for use beyond what is specifically quoted in the record? Example - Record pg. 50

A: No, you are limited to what is in the case file.

5. Could the exhibits that are sub-parts of reports (the many "exhibit As" attached to the reports and statements, the exhibits in the original complaint, etc.) be labeled individually/given unique labels to make handling at trial easier?

A: See revised Exhibit 20.

6. If I wanted to admit pictures under Exhibit B, how would I go about labeling them? Exhibit B1, B2?

A: See revised Exhibit 20.

7. Does the restriction on demonstratives prohibit a witness from marking a photograph or other exhibit to illustrate a response?

A: No.

8. Does the rule regarding in-person regional rounds (pages 12-13) prohibit drawing on admitted exhibits that are blown up?

A: No.

9. Are the five minutes per side for motions the total time both for making a motion and responding to the other side's motion, or is it five minutes for the motion and five to respond?

A: The five-minute limitation applies only to your time for making motions.

10. Are defendants allowed to argue alternative explanations for the brake failure? Or is it definitively determined to be Snoats self-repair?

A: See revised stipulations - Stipulation 20.

11. Have you guys considered adding a ToC?

A: No.

12. Does the rule against additional jury instructions on page 12 apply to jury admonishments regarding evidentiary objections made during trial? Or in other words, during trial, may we ask that the court instruct the jury not to use evidence for a particular purpose where (for example something that comes in for notice not to be used for propensity)?

A: You may seek instructions from the court during trial. These, of course, do not become part of the jury charge, and may not be argued as such, but are nonetheless instructions from the Judge just as they would be at a real trial.

13. Are evidentiary notice requirements met if a discussion is had at pre-trial meet and confer about the proposed evidence and the FRE's notice requirement for the proposed evidence?

A: No further information will be provided or added to the case file.

14. Stipulations 14 & 15: Is "hearsay within hearsay" an objection "on the basis of hearsay" such that it is also waived? Or do you think it is a separate type of objection?

A: All objections on the basis of hearsay are waived with respect to the exhibits identified in these stipulations.

15. For exhibits governed by stipulations 14 and 15, are we prohibited from arguing embedded hearsay (hearsay within hearsay)?

A: All objections on the basis of hearsay are waived with respect to the exhibits identified in these stipulations.

16. For the exhibits that are stipulated (stipulations 14 & 15) as not objectionable for hearsay, does that include secondary layers of hearsay (hearsay within hearsay)?

A: All objections on the basis of hearsay are waived with respect to the exhibits identified in these stipulations.

17. Pursuant to Stipulations 14 and 15, hearsay objections for the referenced exhibits have been waived as public records or public documents. However, can an objection for hearsay within hearsay be brought for statements made by the witnesses referenced in the admissible, stipulated documents?

A: All objections on the basis of hearsay are waived with respect to the exhibits identified in these stipulations.

18. Does stipulation for police report under 803(8) extend to 805 Double Hearsay (Stipulation 14-5)?

A: All objections on the basis of hearsay are waived with respect to the exhibits identified in these stipulations.

19. Because the defense is representing the trucking company and Casey Snoats, is the defense precluded from attempting a defense that the truck driver was not acting within the scope of his employment? It appears that such a strategy could put one defendant's interests over the other.

A: Yes. See the revised case file.

20. Should the jury form be read to imply no possibility of Huffheins being directly liable?

A: No.

21. Page 27, the jury charge does not contain any instruction regarding the standard of negligence for the trucking company or the standard related to wrongful death. Is that intentional?

A: The standard for negligence would be the same as it would be for the truck driver, which is defined in the jury charge.

22. Can jury instructions for wrongful death and respondeat superior be added?

A: See revised case file.

23. Will the jury instructions be amended to address respondeat superior?

A: See revised case file.

24. What are the elements of respondeat superior?

A: See revised case file.

25. What is the jury instruction for respondeat superior in this jurisdiction?

A: See revised case file.

26. Will there be a jury charge regarding the doctrine of respondeat superior?

A: See revised case file.

27. 15 and 16 of the Original Complaint allege that Huffheins Trucking has liability both under respondeat superior and was also negligent itself. Which of these (or both of them) are required to satisfy the charge? Are we expected to argue and prove (or deny) both of the allegations (and related elements)?

A: You can argue and prove either or both, just like you could at a real trial.

28. There seems to be a major conflict of interest built into the problem. It may be in the best interest of both defendants (Huffheins and Snoats) to blame the other defendant, because there is no jury

instruction on respondeat superior. With this in mind, can a defense team win a round by arguing that all of the liability falls on one or the other defendant?

A: See revised case file, and no.

29. Paragraph 11 of the answer, filed by an attorney representing the “defendants,” denies the respondeat superior claim which creates confusion and more importantly a blatant legal conflict of interest and a logical impossibility in the defense strategy. Can the answer be changed to admit that the driver was acting within the scope of his employment to avoid these problems? Alternatively, can the problem be changed so that the defense team just represents the corporation?

A: See revised casefile. The answer will not be changed because the denial applies to the charge that Huffheins Trucking is responsible for Plaintiff’s damages, but the issue has been addressed elsewhere.

30. If the problem IS changed so that the defense team just represents the corporation, can we add an interrogatory on the respondeat superior issue and clarify what happens to any percentage of liability assigned to the driver in the event he is found to be acting outside the scope of his employment?

A: See revised case file.

31. Is the plaintiff able to drop their claims against any defendant/ choose to only pursue claims against a single defendant?

A: You can argue and prove either or both, just like you could at a real trial.

32. Several jury charges seem to be missing from the case file. For example, there is no instruction on the presumption that the rear car in a collision is at fault, nor are there instructions for respondeat superior (regarding Snoat/Huffheins), or res ipsa loquitur (regarding the strap looseness). Likewise, the jury instructions for negligence do not mention breach or harm. Are these deficiencies intentional?

A: See revised case file. No other changes will be made.

33. Is the defense representing both the company and employee driver for the purpose of this trial?

A: Yes.

34. The defense’s answer to complaint (found on page 22) states “admits” for question #4, whether Hunter was driving prudently, is that correct?

A: See revised case file - removed “prudently” from #4 of plaintiff’s original complaint.

35. Defendants’ answer on page 22 - should paragraph 4 say Admitted? Or should it say something to the effect “admitted except as to whether Nick was driving prudently, which is denied”?

A: See revised case file - removed “prudently” from #4 of plaintiff’s original complaint.

36. Should the defense response to complaint be read to imply that defense has waived all defenses except the affirmative defense of comparative negligence, or can defenses be argued in addition to the affirmative defense?

A: You can argue whatever you want as long as it is consistent with pleadings and evidence.

37. The defendants’ response to the plaintiff both admits that Nick drove “prudently” and asserts that their defense is that Nick did not operate the vehicle in the way an ordinary and prudent person would. Is this conflict intentional?

A: See revised case file - removed “prudently” from #4 of plaintiff’s original complaint.

38. In defendants’ answer they appear to admit the paragraph of the complaint which states the plaintiff was “prudently” operating his vehicle. Is this a typo, since the defense is pleading comparative negligence?

A: See revised case file - removed “prudently” from #4 of plaintiff’s original complaint.

39. On pages 15 to 16, complaint 4 says, "Nicolas Hunter was prudently operating his vehicle". Page 22, the defendant "admitted." Is that intentional for the defense to admit Nick was driving prudently, or should this complaint state that Hunter was "not prudently operating..."

A: See revised case file - removed "prudently" from #4 of plaintiff's original complaint.

40. In their Affirmative and Other Defenses (page 23), Defendants state that "such failure to use ordinary care for their own safety was A proximate cause of the alleged injuries" (emphasis provided). In the jury charge (page 28), the judge will instruct the jury that "the negligence of Nicolas Hunter was THE proximate cause of Nicolas Hunter's injury" (emphasis provided). Will there be a clarification to make the Defendants' Affirmative and Other Defenses and jury charge consistent?

A: See revised jury charge.

41. The jury verdict form has a slot for the jury to give Snoats, the truck driver, a percentage for the liability, is the defense also representing Snoats or just the company?

A: Both.

42. Can the plaintiff argue for vicarious liability of Huffheins for the actions of Casey Snoats, despite the lack of a jury instruction on vicarious liability?

A: See revised jury charge.

43. Regarding comparative negligence: does this jurisdiction follow the 51% rule (are plaintiffs prohibited from recovery if they are found to be 51% or more at fault?)

A: Yes, but the parties are prohibited from disclosing that to the jury.

44. Are Adriana Rocha and Carl Showalter unavailable?

A: Yes, see revised Stipulation 25.

45. Are witnesses Showalter and Rocha considered unavailable?

A: Yes, see revised Stipulation 25.

46. Are Carol Showalter and Adriana Rocha unavailable for the purposes of FRE 804?

A: Yes, see revised Stipulation 25.

47. Are the other eyewitnesses considered unavailable for 804 purposes?

A: Yes, see revised Stipulation 25.

48. Are Carl Showalter or Adriana Rocha unavailable for purposes of FRE 804(a)?

A: Yes, see revised Stipulation 25.

49. Are Carl Showalter and Ariana Rocha considered unavailable witnesses for the purposes of this competition?

A: Yes, see revised Stipulation 25.

50. Are the two non-live witnesses stipulated as unavailable?

A: Yes, see revised Stipulation 25.

51. Are Adriana Rocha and Carl Showalter unavailable witnesses or are their whereabouts and reasons for not being available at trial known to the parties?

A: Yes, see revised Stipulation 25.

52. Regarding Carl Showalter and Adriana Rocha: Does their unavailability satisfy Rule 804? Are we able to get more information as to why they are unavailable?

A: Yes, see revised Stipulation 25.

53. Are we allowed to read in Showalter (Exhibit 33) and Rocha's (Exhibit 34) depositions?

A: See Stipulation 10.

54. Can the eyewitness depositions, Exhibits 33 and 34, be read into the record, in whole or in part?

A: See Stipulation 10.

55. Are the depositions, Exhibits 33 and 34, admissible or useable as testimony, that is, can a party choose to read from parts of either deposition during that side's case in chief?

A: See Stipulation 10.

56. Can exhibits 33 and 34 be admitted into evidence through an expert?

A: Whether they can be admitted or used in any manner during the examination of an expert is a matter of advocacy and not a matter that the committee will issue any clarification on at this time.

57. Are we meant to assume that both witnesses are experts already admitted under FRE 702, or, is their suitability under FRE 702 a question for the court at trial?

A: No, admissibility of expert testimony is subject to objection.

58. Page 105, line 12: should it say "if their deposition testimony is accurate" or should it say "if their deposition testimony is inaccurate"?

A: No, "accurate" is correct.

59. Stipulation 16 leaves room for interpretation. Does the stipulation mean that both experts have sufficient foundation to testify about the impact of BAC level and cocaine and therefore no objections can be made? Or does it mean they can lay foundation to admit the document but do not automatically have sufficient foundation under FRE 702 to interpret it?

A: The latter.

60. Does Stipulation 16's bar on objections to lack of personal knowledge or foundation in regards to Exhibits 20, 29, and 30 include objections regarding the scope of Blake Arizona and Avery Smalls' expertise?

A: No.

61. Are both Avery Smalls and Blake Arizona categorized as accident reconstruction experts? Their curriculum vitae indicate broad knowledge and experience with commercial vehicle safety and regulations and their specific expertise unclear.

A: Their backgrounds speak for themselves.

62. Regarding expert witness qualification, are the comments on 702 including the Daubert factors and the Kumho tire expansion of the rule to include non-scientific fields good law for this competition or are evidentiary arguments involving the Daubert and Kumho precluded by competition rules (which state that no case law shall be cited)?

A: No, evidentiary arguments regarding expert qualifications and reliability are not precluded.

63. Can we mark the expert CVs and reports as additional exhibits to enter them during trial?

A: You can try.

64. What should the experts be tendered in?

A: Whatever you think is best.

65. Both experts in their report write, "These are the types of materials reasonably and customarily relied upon by experts in the field of psychology and criminology in conducting the type of investigation I conducted in this case and in reaching the types of opinions that I reached in this case." Is this a typo?

A: See revised case file - page 47, changed to "experts in the trucking industry" and page 90, changed to "experts in the trucking industry and the field of vehicular accidents."

66. There appear to be typos in the reports for each expert as each references the specialties of Psychology and Criminology.

A: See revised case file - page 47, changed to "experts in the trucking industry" and page 90, changed to "experts in the trucking industry and the field of vehicular accidents."

67. Blake Arizona's report, page 47, and Avery Smalls' report, page 90, each state in pertinent part, "These are the types of materials reasonably and customarily relied upon by experts in the field of psychology and criminology in conducting the type of investigation I conducted in this case and in reaching the

types of opinions that I reached in this case.” Yet, the conclusion, page 54, is based “within a reasonable degree of certainty in the field of commercial motor vehicle compliance, enforcement and safety.” Is the reference to the “field of psychology and criminology” in both expert reports incorrect?

A: See revised case file - page 47, changed to “experts in the trucking industry” and page 90, changed to “experts in the trucking industry and the field of vehicular accidents.”

68. Page 90: Avery Smalls - is it supposed to say expert in the “field of psychology and criminology?”

A: See revised case file - page 47, changed to “experts in the trucking industry” and page 90, changed to “experts in the trucking industry and the field of vehicular accidents.”

69. What is the expertise of Blake Arizona and Avery Smalls? It states experts in psychology and criminology on pages 47 and 90, respectively.

A: See revised case file - page 47, changed to “experts in the trucking industry” and page 90, changed to “experts in the trucking industry and the field of vehicular accidents.”

70. Why do the experts say their methods are relied on by experts in psychology and criminology?

A: See revised case file - page 47, changed to “experts in the trucking industry” and page 90, changed to “experts in the trucking industry and the field of vehicular accidents.”

71. Blake Arizona’s report says “These are the types of materials reasonably and customarily relied upon by experts in the field of psychology and criminology” Arizona is not a Psychologist or a Criminologist Is this correct?

A: See revised case file - page 47, changed to “experts in the trucking industry” and page 90, changed to “experts in the trucking industry and the field of vehicular accidents.”

72. Arizona describes his field as “commercial motor vehicle compliance, enforcement and safety.” But on page 47 he states he uses materials relied upon by experts in the fields of “psychology and criminology[.]” Smalls also states he relies on materials used by experts in “psychology and criminology” on page 90. Is this discrepancy accurate?

A: See revised case file - page 47, changed to “experts in the trucking industry” and page 90, changed to “experts in the trucking industry and the field of vehicular accidents.”

73. In both experts’ reports (Arizona page 47, Smalls page 90) include a paragraph that says “these are the type of materials reasonably relied upon by experts in the field of PSYCHOLOGY AND CRIMINOLOGY...” this is a typo, correct?

A: See revised case file - page 47, changed to “experts in the trucking industry” and page 90, changed to “experts in the trucking industry and the field of vehicular accidents.”

74. Is Avery Smalls the Founder of Smalls Consulting?

A: Yes.

75. Avery Small's report at the bottom of page 93 onto the top of 94 is confusing. Is it reasonable to infer that the top of the rise mentioned is half a mile or 2,640 feet from the point of impact?

A: Yes.

76. On page 48, Blake Arizona puts in his report that the orange strap is a half inch wide. The photos look like the strap is about an inch wide. Is the strap 1/2 inch or 1 inch?

A: No further information will be provided or added to the case file.

77. Page 51 states that Casey Snoats “is physically qualified to drive a commercial motor vehicle...” and that it expired in 2019. Is the expiration of this qualification intentional?

A: See revised case file page 51, second bullet point - expiration date has been removed.

78. On page 51 of the exhibits in Blake Arizona’s expert report, he states that the driver was physically qualified to drive, but the dates of the physical qualifications are 6/5/2017 to 6/5/2019. If this to be interpreted as if these are the qualification dates under a DoT Medical Card?

A: See revised case file page 51, second bullet point - expiration date has been removed.

79. On Page 51, it says that Snoats was physically qualified to drive a commercial motor vehicle, but the expiration date is June 5, 2019. Is that date accurate?

A: See revised case file page 51, second bullet point - expiration date has been removed.

80. In the expert report of Blake Arizona, page 51, the second bullet point on that page, regarding the criteria for qualifications of drivers in the context of FMCSRs 391.11, says "Is physically qualified to drive a commercial vehicle in accordance with Subpart E Physical Qualifications and Examinations of this part" and annotated in parenthesis in BOLD immediately following: (Yes, issued 06/05/2017, exp. 06/05/2019). Should this be corrected to reflect an issuance and expiration that within the time frame of the events of this case (e.g. Issued 06/05/2023, exp. 06/05/2025)?

A: See revised case file page 51, second bullet point - expiration date has been removed.

81. Page 110, Exhibit 2: The text message says Mon Oct 25. Should it say Wed Oct 25?

A: See revised Exhibit 2.

82. In Exhibit 2, the text message says that Oct. 25 was on a Monday, but everything else in the packet indicates that it was on a Wednesday (and in real life it was on a Wednesday). Is this a typo?

A: See revised Exhibit 2.

83. The real calendar day of Oct 25th, 2023 is Wednesday. However, Exhibit 2 (the text message) says Monday. Which one is it?

A: See revised Exhibit 2.

84. According to a calendar of 2023, and Jordan McDonnough's deposition, October 25, 2023, was a Wednesday. However, the text message in Exhibit 2 refers to 10/25/2023 as a Monday. The text message reads: "Mon 25 Oct at 9:20". Will this be corrected to correctly identify October 25, 2023, as a Wednesday?

A: See revised Exhibit 2.

85. On Exhibit 2 the time and date stamp are 9:20 am the morning of the incident while Nick and Jordan were together. Should the date and time stamp be 10/24 at 9:20 pm?

A: No. Sometimes people text each other while they are together.

86. Exhibit 3 Time sheet.: For 10/16, is the exit time supposed to be 12:38 pm instead of 12:38 am?

A: See revised Exhibit 3.

87. Jordan McDunnough's deposition page 35 l.14 says, in regard to Exhibit 3, "that is a printout that shows the time WE entered and exited the building every day." Is Jordan implying/saying that he and Nick were getting to and leaving work at the same time each day?

A: No.

88. What is the distance to the gore where the truck was located in Exhibits 10 and 11?

A: No further information will be provided or added to the case file.

89. Can Casey Snoats testify that the forklift depicted in Exhibit 17 is in the same or substantially the same position as a fixed on the truck upon impact? Or should we infer or substantially infer that it was moved after impact?

A: No further information will be provided or added to the case file.

90. Is Jordan McDonnough's complaint in Exhibit 19 verified or made under penalty of perjury?

A: No.

91. Are the exhibits of the police report (Exhibit 20) covered by the stipulation or considered separate exhibits from the report itself?

A: They are part of the report, which is why they are exhibits to that report.

92. Page 134 (Exhibit 20) in the box labeled "Offenses (Completed/Attempted)," says "Suspected of Using: Hunter, Nicolas." What does "Suspected of using" mean/refer to?

A: No further information will be provided or added to the case file.

93. Exhibit 20, page 136 mentions there was no slack in the seatbelt, does that mean it was fastened?

A: No further information will be provided other than what has been added to the deposition of Jordan McDunnough.

94. The police report (Exhibit 20) indicates that Hunter was wearing his seatbelt, yet he was thrown from the car. Is it meant to be ambiguous as to whether or not he had on a seatbelt?

A: No further information will be provided other than what has been added to the deposition of Jordan McDunnough.

95. On page 136 (Exhibit 20), the last sentence of paragraph 4 states: "The driver's seat belt had no slack in it which is common when a crash occurs, and the driver is wearing the belt." Does this confirm, as it appears to, that Hunter was wearing his seat belt?

A: No further information will be provided other than what has been added to the deposition of Jordan McDunnough.

96. Does Rule 4(a) in invention require McDunnough to say that Nick Hunter was not wearing his seatbelt if asked on cross examination (e.g., if he is asked "you know that Nick did not put on his seatbelt"). The deposition says nothing either way about the seatbelt or any knowledge thereof, so we don't know if this was supposed to be in the case. But the rule seems to suggest that the witness can be forced to affirmatively admit that Nick didn't engage in any of the basic driving actions that the affidavit doesn't discuss?

A: Please see revised case file.

97. Is it a necessary inference that Nick was not wearing a seatbelt given that he was able to fly out of the vehicle?

A: No, please see revised case file.

98. On page 137 (Exhibit 20), it states "The driver's seat belt had no slacks in it which is common when a crash occurs, and the driver is wearing a seat belt." Is "no slacks" common when the driver is wearing a seat belt or is "slacks" common when wearing a seat belt.

A: No further information will be provided other than what has been added to the deposition of Jordan McDunnough.

99. On page 160 (Exhibit 22), are the bottom two boxes beginning with "Failure to report" supposed to be duplicated, just a typo, or is there a missing entry where the duplicate is?

A: See revised Exhibit 22 - duplicated offense removed.

100. Exhibit 22 is the Huffheins Trucking Driver's Handbook - the last two offenses listed on page 160 are repeated. Is one of the offenses supposed to be replaced with a different offense for our consideration?

A: See revised Exhibit 22 - duplicated offense removed.

101. For Exhibit 23, aside from the catchall "Dates covered in report," do we have specific dates on which each of the listed violations occurred?

A: No further information will be provided or added to the case file.

102. May we have specific dates for each FMCSA violation in Exhibit 23?

A: No further information will be provided or added to the case file.

103. For Exhibit 23, what are the violation dates?

A: No further information will be provided or added to the case file.

104. Will we receive dates of the CDL violations of Snoats?

A: No further information will be provided or added to the case file.

105. Are the FMCSA violations in Exhibit 23 listed in chronological order?

A: No further information will be provided or added to the case file.

106. Exhibit 23, page 163, the driving record is from 1997-2023. Is it possible to get the exact dates?

A: No further information will be provided or added to the case file.

107. Can we get dates of violations on Exhibit 23?

A: No further information will be provided or added to the case file.

108. Will we be provided with any specific dates for Snoats' trucking violations?

A: No further information will be provided or added to the case file.

109. Could you define "in service" and "out of service?" in relation to Snoats' prior violations?

A: See revised Exhibit 23.

110. What does "out of service" mean in the context of Exhibit 23 and the expert report?

A: See revised Exhibit 23.

111. What does "out of service" mean for violations?

A: See revised Exhibit 23.

112. In Exhibit 23 - does the "in or Out of Service" column describe the operating condition of the truck or whether the truck was brought into the yard for service?

A: See revised Exhibit 23.

113. Will Exhibit 23 be clarified to include dates of offenses and the meaning of the "In or Out of Service" column?

A: See revised Exhibit 23. No further information will be provided or added to the case file.

114. There is a conflict regarding the title for Exhibit 24. Blake Arizona's report, page 53, refers to Exhibit 24 as "Snoats' driving records from the Keystone DPS." Casey Snoats' deposition, page 85, line 17, refers to Exhibit 24 as "my record with the Steelton DPS." Exhibit 24 titles itself "KEYSTONE DEPARTMENT OF PUBLIC SAFETY." What is the correct title for Exhibit 24?

A: See revised Snoats deposition, page 85, line 17 - changed to "my record with Keystone DPS."

115. The alcohol driving tables do not match. See Exhibit 36, page 193, and Exhibit 25, page 168. Where does each table come from?

A: No further information will be provided or added to the case file.

116. Is Exhibit 25 supposed to be the chart on 36, as the charts are slightly different?

A: No further information will be provided or added to the case file.

117. Page 169, Exhibit 26: Drugs and alcohol is checked yes. Could we have clarification in regard to what drugs and alcohol was present at the accident in terms of the Defendant?

A: The company is speaking to the allegations of drug/alcohol use by Plaintiff.

118. On Exhibit 26, the report created by Huffheins, says that alcohol was involved. Does that mean Casey Snoats was under the influence or just that drugs and alcohol were involved in the accident?

A: The company is speaking to the allegations of drug/alcohol use by Plaintiff.

119. Exhibit 26 is an accident report that has a section that asks whether a "safety review" was required and none of the options are selected. Was this determination to be made by Huffheins Trucking or the FCMSA?

A: Huffheins.

120. One of the exhibits (Exhibit 26) suggests that Snoats is on drugs and alcohol? Was this supposed to refer to Nick?

A: The company is speaking to the allegations of drug/alcohol use by Plaintiff.

121. Does "drugs or alcohol" refer to Defendant Snoats or Plaintiff on Exhibit 26?

A: The company is speaking to the allegations of drug/alcohol use by Plaintiff.

122. Was the Huffheins accident report in Exhibit 26 prepared in anticipation of litigation?

A: No further information will be provided or added to the case file.

123. Did Huffheins Trucking see the toxicology report prior to preparing Exhibit 26?

A: No further information will be provided or added to the case file.

124. Exhibit 29: Most toxicology reports include a minimal detectable amount of a controlled substance such as a number that would include the level in the system in terms in ng/nl. Can that level be provided as to the "trace amount" of cocaine?

A: No further information will be provided or added to the case file.

125. Does "Trace" as shown on Exhibit 29 imply a less than discretely measurable blood content of the substance being tested for?

A: No further information will be provided or added to the case file.

126. For Exhibit 30, do the call records relate to calls and texts?

A: Text messages.

127. Exhibit 31, page 175, is pre-trip inspection type from the Huffheins company before the load left the yard or from the company that unloaded the product and sent Casey back to the yard? Or was the pre-trip inspection done by Snoats?

A: Before the truck left the yard.

128. Is Casey Snoats the author of Exhibit of 31 or is it the trucking company making the argument that the semi-truck was in safe condition to drive?

A: No further information will be provided or added to the case file.

129. Can we have an explanation of what crank shafts and brake lines are and how they work?

A: No further information will be provided or added to the case file.

130. In multiple places the record states "air lines" and in other places states "brake lines" - should all be brake lines? Example - Record pg. 48

A: Brake lines and air lines are synonymous with one another for purposes of this trial.

131. Are the "brake line" and the "air line" the same line? For example, in Arizona's report, both terms are used. In his three explanations of what happened during the repair, it says "The piece of strap that Snoats tied around the brake line to try to stop the leak came loose or did not work to stop the leak, which allowed air to continue leaking out of the brake line." However, in his overview of the incident, Arizona says "that there was a leak in one of the air lines located near the drive shaft and attempted to use some of the strap that had been cut off of the drive shaft to wrap around that air line to stop the leak." Are they the same line? If so, which is the proper term?

A: Brake lines and air lines are synonymous with one another for purposes of this trial.

132. Is it the airline brake or hydraulic brake that failed?

A: Brake lines and air lines are synonymous with one another for purposes of this trial.

133. Can you please identify how many other people were at the bar on the 24th?

A: No further information will be provided or added to the case file.

134. How big was the truck driven by Casey Snoats? (feet long, feet wide, any specs at all?)

A: No further information will be provided or added to the case file.

135. What are the dimensions of the truck the Defendant's employee was driving?

A: No further information will be provided or added to the case file.

136. What are the dimensions of the truck and moffet?

A: No further information will be provided or added to the case file.

137. Was the original position of the truck/moffet pictured in the exhibit affected by the crash?

A: No further information will be provided or added to the case file.

138. Is there any way we could get a legend?

A: No further information will be provided or added to the case file.

139. There is a circuit split as to whether the decedent's statements constitute a party-opponent statement of the estate. What is this jurisdiction's ruling on the status of the decedent's statements?

A: See revised stipulations - Stipulation 23.

140. What type of vehicle was Adriana Rocha driving on the day of the accident?

A: No further information will be provided or added to the case file.

141. What kind of vehicles (make, model) were Carl Showalter and Adrianna Rocha driving at the time preceding the accident and how did those vehicles impact their ability to see the accident itself and/or the actions of Nicholas Hunter preceding the accident?

A: No further information will be provided or added to the case file.

142. What impact did limp mode or "limping back" have on the truck that Snoats was driving?

A: No further information will be provided or added to the case file.

143. What was the distance between the Defendant's business location (or yard where the truck was headed, as applicable), and the location of the accident?

A: No further information will be provided or added to the case file.

144. Does this jurisdiction adhere to the Last Clear Chance Doctrine?

A: No further information will be provided or added to the case file.

145. Is it stipulated by both sides that the truck driven by Snoats is owned by Huffheins?

A: See revised stipulations - Stipulation 24.

146. Can you provide elements of negligent hiring/supervision? Do we need to raise this claim?

A: You do not need to raise this claim, but you may. The elements are the same as the general elements for negligence already provided.

147. Will the term "drive shaft" be defined anywhere?

A: No further information will be provided or added to the case file.

148. Is Nicholas Hunter's car a 2014 or 2004 Chevy Malibu?

A: No further information will be provided or added to the case file.

149. Is the car at issue a 2004 or 2014? There is a discrepancy in the file.

A: No further information will be provided or added to the case file.

150. Are inspections only done once a day? Or per every load you pick up and drop off?

A: No further information will be provided or added to the case file.

151. What's the legal BAC in Keystone?

A: See revised stipulations - Stipulation 22.

152. How long was the stretch of roadway prior to the accident? (i.e. were there any curves or bends in the highway prior to the accident?)

A: No further information will be provided or added to the case file.

153. Is it a necessary inference that Nicolas Hunter drove his vehicle home from the bar on October 24th since the record states he went from work to a happy hour and then he had his vehicle on the morning of October 25th? Example - Record pg. 40

A: No. Uber/Lyft/taxis exist.

154. What does ST stand for in ST Loop 1?

A: Nothing in particular.

155. Is then freeway exit speed limit the same as the freeway speed limit?

A: No further information will be provided or added to the case file.

156. Has Casey Snoats been hired as a truck driver by any other companies since the accident took place?

A: No further information will be provided or added to the case file.

157. Is there a railing preventing the truck from being pulled onto the shoulder?

A: No further information will be provided or added to the case file.

158. Was there any traffic that would have prevented Casey Snoats from going to the right?

A: No further information will be provided or added to the case file.

159. How much time lapsed between the moment Snoats left the side of the highway (when he cut the orange straps) and the moment Snoats saw the brake pressure was going?

A: No further information will be provided or added to the case file.

160. How far is the yard from where Casey Snoats stopped the first time on the shoulder of the highway?

A: No further information will be provided or added to the case file.

161. How much time between Truck Driver noticing brake pressure bottoming out and when the brakes lock up? When did he get off to the gore? Was he getting off immediately?

A: No further information will be provided or added to the case file.

162. What lane did Snoats pull over to the gore from?

A: No further information will be provided or added to the case file.

163. Did Plaintiff pass in front of Carl Showalter as he entered lane 4?

A: No further information will be provided or added to the case file.

164. How far away was the nearest mechanic from where the truck pulled over the first time?

A: No further information will be provided or added to the case file.

165. How long was Snoats driving before he realized the straps were loose?

A: No further information will be provided or added to the case file.

166. How long does cocaine stay in someone's system?

A: No further information will be provided or added to the case file.

167. How long does it take to get from Nicolas Hunter's house to work, normally?

A: No further information will be provided or added to the case file.

168. What side of the truck/rig did Casey Snoats attempt to repair, the driver or passenger side?

A: No further information will be provided or added to the case file.

169. Was there an outcome for Jordan's undated lawsuit against the defendants, or is it pending litigation?

A: No further information will be provided or added to the case file.

170. Should we assume that Jordan's statement on page 44 is has been stricken for attorney-client privilege, or can we make a *motion in limine* to strike that statement?

A: No further information will be provided or added to the case file.