

00-743-CU
ANGINO & ROYER, P.C. -vs- ASHLAND REGIONAL MEDICAL CENTER et al

(13) ANGINO & ROVNER, P.C., in its capacity as a "patient designee" and as a representative on behalf of all Patient Designees and all others similarly situated;

Plaintiffs

v.

(11) Ashland Regional Medical Center;
(11) Barnes-Kasson County Hospital;
(11) Bloomsburg Hospital; Bryn Mawr (14)
Rehab Hospital; Chambersburg
Hospital; Clearfield Hospital;
(11) Community Hospital of Lancaster;
(11) Delaware County Memorial Hospital;
(11) Ephrata Community Hospital;
(11) Evangelical Community Hospital;
(11) Fulton County Medical Center;
(11) Geisinger Clinic; Geisinger Foundation; (13)
(11) Geisinger Medical Group/Mill Hall;
(11) Geisinger Medical Group/State
College; Geisinger Medical Group/
Bloomsburg; Geisinger Medical
Group/Bellefonte; Geisinger
Medical Group/Milton; Good (16)
Samaritan Hospital; Hershey (11)
Medical Center; J. C. Blair
Memorial Hospital; Memorial
Hospital - Everett; Health South
Rehab Hospital of Mechanicsburg;
(11) Rehab Hospital of York; Saint (13)
Joseph Hospital; Shamokin Area
Community Hospital; Memorial
Hospital; York Hospital;
(11) Frankford Hospital; Allegheny
General Hospital and Children's
Hospital of Pittsburgh,

Defendants

IN THE COURT OF COMMON PLEAS
DAUPHIN COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
No. 3586-S-1994

00-743-CJ

FILED

JUN 22 2000

William A. Shaw
Prothonotary

CLASS ACTION LAWSUIT
JURY TRIAL DEMANDED

ORDER

AND NOW, this 15th day of May, 2000, pursuant to Plaintiffs'

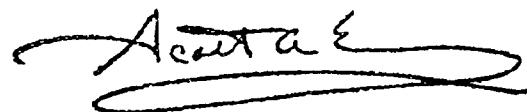
Motion to Transfer Venue Pursuant to Pa. R. Civ. P. 1006(d)(1), it is hereby ORDERED that this action shall be transferred as follows:

- 1) To the Court of Common Pleas of Union County, Pennsylvania as to Defendant Evangelical Community Hospital;
- 2) To the Court of Common Pleas of Susquehanna County, Pennsylvania as to Defendants Barnes-Kasson County Hospital;
- 3) To the Court of Common Pleas of Schuylkill County, Pennsylvania as to Defendant Ashland Regional Medical Center;
- 4) To the Court of Common Pleas of Lebanon County, Pennsylvania as to Defendant Good Samaritan Hospital;
- 5) To the Court of Common Pleas of Huntingdon County, Pennsylvania as to Defendant J.C. Blair Memorial Hospital;
- 6) To the Court of Common Pleas of Fulton County, Pennsylvania as to Defendant Fulton County, Pennsylvania Medical Center;
- 7) To the Court of Common Pleas of Franklin County, Pennsylvania as to Defendant Chambersburg Hospital;
- 8) To the Court of Common Pleas of Delaware County, Pennsylvania as to Defendant Delaware County Memorial Hospital;
- 9) To the Court of Common Pleas of Clinton County, Pennsylvania as to Defendant Geisinger Medical Group-Mill Hall;
- 10) To the Court of Common Pleas of Clearfield County, Pennsylvania as to Defendant Clearfield Hospital;
- 11) To the Court of Common Pleas of Chester County, Pennsylvania as to Defendant Bryn Mawr Rehab Hospital;

- 12) To the Court of Common Pleas of Bedford County, Pennsylvania as to Defendant Memorial Hospital-Everett;
- 13) To the Court of Common Pleas of Columbia County, Pennsylvania as to Defendants Geisinger Medical Group-Bloomsburg and Bloomsburg Hospital;
- 14) To the Court of Common Pleas of Northumberland County, Pennsylvania as to Defendants Geisinger Medical Group-Milton and The Shamokin Area Community Hospital;
- 15) To the Court of Common Pleas of York County, Pennsylvania as to Defendants York Hospital; Rehab Hospital of York and Memorial Hospital;
- 16) To the Court of Common Pleas of Allegheny County, Pennsylvania as to Defendants Allegheny General Hospital and Children's Hospital of Pittsburgh;
- 17) To the Court of Common Pleas of Berks County, Pennsylvania as to Defendant St. Joseph's Hospital;
- 18) To the Court of Common Pleas of Centre County, Pennsylvania as to Defendants Geisinger Medical Group-Bellefonte, and Geisinger Medical Group-State College;
- 19) To the Court of Common Pleas of Lancaster County, Pennsylvania as to Defendant Ephrata Community Hospital;
- 20) To the Court of Common Pleas of Montour County, Pennsylvania as to Defendants Geisinger Clinic and Geisinger Foundation; and
- 21) To the Court of Common Pleas of Philadelphia County, Pennsylvania as to Defendant Frankford Hospital;

This Court shall retain jurisdiction over this matter as it pertains to Defendant Hershey Medical Center.

BY THE COURT:



J.

HBG\45771.1

JUN 08 2000

I hereby certify that the foregoing is a true and correct copy of the original filed.

Stephen C. Harria
Prothonotary

FILED

*Send
box*

JUN 22 2000

M 11:00 AM

William A. Shaw

Prothonotary

PD

69.50

No Extra Copy

**COURT OF COMMON PLEAS
DAUPHIN COUNTY CIVIL ACTION
SUITS 1994**

00-743-09

94 - S	3586	Entry By Summons	(<input type="checkbox"/>)
Date of Entry	September 9, 1994	Complaint	(<input checked="" type="checkbox"/>)
Writ of Execution Issued:		Petition	(<input type="checkbox"/>)
Appearance For:		Appeal	(<input type="checkbox"/>)
Plaintiff:		Custody	(<input type="checkbox"/>)
Defendant:	ANGINO & ROVNER, P.C., in its capacity as a "patient designee" and as a representative on behalf of all Patient Designees and all others similarly situated	Trespass	(<input type="checkbox"/>)
		Assumpsit	(<input type="checkbox"/>)
		Visitation	(<input type="checkbox"/>)
		Divorce	(<input type="checkbox"/>)
		Mortgage Foreclosure	(<input type="checkbox"/>)
		Change of Name	(<input type="checkbox"/>)
		Ejectment	(<input type="checkbox"/>)
		Quiet Title	(<input type="checkbox"/>)
		Appt. of Viewers	(<input type="checkbox"/>)
		Replevin	(<input type="checkbox"/>)
		Declaration of Taking	(<input type="checkbox"/>)
		Forma Pauperis	(<input type="checkbox"/>)
		Mental Health	(<input type="checkbox"/>)
		Protective Order	(<input type="checkbox"/>)
		District Magistrate	(<input type="checkbox"/>)
	vs.		
	Ashland Regional Medical Center; Barnes-Kasson County Hospital; Bloomsburg Hospital; Bryn Mawr Rehab Hospital; Chambersburg Hospital; Clearfield Hospital; Community Hospital of Lancaster; Delaware County Memorial Hospital; Ephrata Community Hospital; Evangelical Community Hospital; Fulton County Medical Center; Geisinger Clinic; Geisinger Foundation; Geisinger Medical Group/Mill Hall; Geisinger Medical Group/State College; Geisinger Medical Group/bloomsburg; Geisinger Medical Group/Bellefonte; Geisinger Medical Group/Milton; Good Samaritan Hospital; Hershey Medical Center; J.C. Blair Memorial Hospital; Memorial	FILED	JUN 22 2000
			William A. Shaw Prothonotary

FILED

JUN 22 2000

William A. Shaw
Prothonotary

	Amount	Forwarded to following page	Amount
Filing Fee		Adm. Fee - Divorce	
Atty. Appearance		Adm. Fee - Custody	
Sheriff's Costs		App'tl. of Master	
Discontinuance		Cash Bond	
Rule of Reference		Escrow Funds	

Hospital - Everett; Reade Medical Center; Health south Rehab Hospital of Mechanicsburg; Rehab Hospital of York; saint Joseph Hospital; Shamokin Area Community Hospital; Memorial Hospital; York Hospital; Frankford Hospital; Allegheny General Hospital and Children's Hospital of Pittsburgh

Sept. 21, 1994 - Barley, snyder, Senft & Cohen By: James W. Saxton, Esq. and Anne E. Doliner, esquire enters appearance on behalf of Deft. YORK HOSPITAL.

Sept. 26, 1994 - McQuaide, Balsko, Schwartz, Fleming + Faulkner, Inc. By: Frank H. Fleming, Esq. enters appearance on behalf of Deft. Hershey Medical Center.

Sept. 26, 1994 - McQuaide, Balsko, Schwartz, Fleming & Faulkner, Inc. By: April L. Chamberlain, Esq. enters appearance on behalf of Deft. Hershey Medical Center.

Sept. 28, 1994 - Marshall, Dennerley, Wagnleitner, Calaway + Doggett By: Timothy P. Marshall, Esq. enters appearance on behalf of Deft. Healthsouth Rehab Hospital of Mechanicsburg and Rehab Hospital of York, only.

Sept. 30, 1994 - Post + Schell, P.C. By: Kathleen Chandler, Esq. enters appearance on behalf of Deft. Pennsauken Hospital.

Sept. 30, 1994 - Duane, Morris and Heckscher by Bruce A. Getting, Esq. enters appearance for Ashland Regional Medical Center, on behalf of Defendants Allegheny General Hospital, Community Hospital of Lancaster, Geisinger Clinic, Geisinger Clinic t/d/b/a Geisinger Medical group-Mill Hall, Geisinger Clinic t/d/b/a Geisinger Medical Group-State College, Geisinger Clinic t/d/b/a Geisinger Medical Group-Bloomsburg, Geisinger Clinic t/d/b/a Geisinger Medical Group-Bellefonte, Geisinger Clinic t/d/b/a Geisinger Medical Group-Milton, Geisinger Foundation and St. Joseph Hospital.

Oct. 3 1994 - Preliminary Objections of Defendant St. Joseph Hospital, filed

Oct. 4, 1994 - Affidavit of Service of Deft. Hershey Medical Center Preliminary Objections, filed

Oct. 4, 1994 - Deft. Hershey Medical Center Preliminary Objections to Complaint, filed.

Oct. 5 1994 - Duane, Morris, Heckscher by: Allen C. Wagnleitner, Esq. enters appearance on behalf of Deft. Shamokin Area Community Hospital, filed

Oct. 6, 1994 - Order, filed (concerning Oct. 5, 1994)

Oct. 6, 1994 - Affidavit of Service of Deft. Duane, Morris, Heckscher, filed October 6, 1994 - Preliminary Objections of Memorial Hospital to Complaint of Angino & Rovner, Filed.

October 6, 1994 - Preliminary Objections of Deft. Shamokin Area Community Hospital Filed.

October 10, 1994 - Post & Schell, P.C. by: Kathleen Chandler, Esquire enters appearance on behalf of Defendants, Clearfield Hospital, Fulton County Medical Center, Memorial Hospital-Everett and Delaware County Memorial Hospital.

October 11, 1994 - Preliminary Objections of Defts Fulton County Medical center, Ephrata Community Hospital, Evangelical Community Hospital and the Chambersburg Hospital, Filed.

October 11, 1994 - Monaghan & Gold, P.C. By: Alan S. Gold, Esquire and Alan Butkovitz, Esquire enter appearance on behalf of Deft. Barnes-Kasson County Hospital only.

Oct. 11, 1994 - Preliminary Objections of Barnes-Kasson County Hospital to the Complaint of the Plffs., Filed. (con't.)

October 11, 1994 - Preliminary Objections of Defts. Geisinger Clinic, Geisinger Foundation, Geisinger Clinic T/D/B/A Geisinger Medical group-Mill Hall, Geisinger Clinic T/D/B/A Geisinger Medical group-State College, Geisinger Clinic T/D/B/A Geisinger Medical Goup-Bloomsburg, Geisinger Clinic T/D/B/A Geisinger Medical group Bellefonte and Geisinger Clinic T/D/B/A Geisinger Medical group-Milton, Filed.

Oct. 14, 1994 - Complaint, filed.

Oct. 17, 1994 - Preliminary Objections of Bloomsburg Hospital to the complaint of the Defendants, filed.

October 17, 1994 - Henry, Corcelius, Gates, Gill & Ody By: Peter M. McManamon, Esquire enters appearance on behalf of Deft. J. C. Blair Memorial Hospital.

Oct. 20, 1994 - Cash & Schell, P.C. By: Kathleen M.

Cashman, Esquire enters appearance on behalf of Deft. Community Hospital of Lancaster.

Oct. 20, 1994 - Duane, Morris & Heckscher By: Allen C. Warshaw, Esquire enters appearance on behalf of Deft. Ashland Regional Medical Center.

Oct. 20, 1994 - Duane, Morris & Heckscher By: Allen C. Warshaw, Esquire has withdrawn appearance on behalf of Deft. Community Hospital of Lancaster.

Oct. 21, 1994 - Certificate of Service of Entry of Appearance, filed.

October 21, 1994 - Barley, Snyder, Senft & Cohen By: Christopher W. Mattson, Esq. has withdrawn appearance on behalf of Deft. Chambersburg Hospital And; Duane, Morris, Heckscher By: Allen C. Warshaw, Esquire enters appearance on behalf of Deft. Chambersburg Hospital.

October 24, 1994 - Monaghan & Gold, P.C. By: Alan S. Gold, Esq. and Alan Butkovitz Esquire enter appearance on behalf of Deft. Bryn mawr Rehab Hospital.

Oct. 24, 1994 - Monaghan & Gold, P.C. By: Alan S. Gold, Esquire and Alan Butkovitz enter appearance on behalf of Deft., Shamokin Area Community Hospital

Oct. 24, 1994 - Preliminary Objections of Shamokin Area Community Hospital to the Complaint of the Plaintiffs, Filed.

Oct. 24, 1994 - Preliminary Objections of Bryn Mawr Rehab Hospital to the Complaint of the Plffs., Filed. (con't.)

Oct. 25, 1994 - Duane, Morris & Heckscher by: Allen C. Warshaw, Esq. and Bruce A. Gelting, Esq. enter appearance on behalf of Children's Hospital of Pittsburgh.

October 28, 1994 - Barley, Snyder, Senft & Cohen By: James W. Saxton, Esquire has withdrawn appearance on behalf of Deft. York Hospital And; Duane, Morris, & Heckscher By: Allen C. Warshaw, Esquire and Bruce A. Gelting, Esquire enters appearance on behalf of Deft. York Hospital.

Oct. 28, 1994 - Barley, Snyder, Senft & Cohen By: Christopher W. Mattson, Esq. has withdrawn appearance on behalf of Deft. Evangelical Community Hospital And; Duane, Morris & Heckscher By: Allen C. Warshaw, Esquire and Bruce A. Gelting, Esq. enters appearance on behalf of Deft. Evangelical Community Hospital.

Oct. 31, 1994 - Schubert Bellworn, Mallon & Walheim by James M. Tyler, Esq. enters appearance for Defendant Frankford Hospital, filed.

Oct. 31, 1994 - Certificate of Service of Entry of Appearance for Deft. Frankford Hospital, Nov. 7, 1994 - Preliminary Objections to Plff's Amended Complaint, Filed.

Nov. 7, 1994 - Preliminary Objections of Barnes-Kasson County Hospital Shamokin

Area Community Hospital, Bryn Mawr Rehab Hospital, Bloomsburg Hospital and Memorial Hospital to the Amended Complaint of the Plffs., Filed. (c. 11.1.1.1)

Nov. 7, 1994 - Deft. Hershey Medical Center's Preliminary Objections to Plffs' amended complaint, Filed.

Nov. 7, 1994 - Affidavit of Service of Deft. Hershey Medical center's Preliminary Objections to Plffs' Amended Complaint, Filed.

Nov. 7, 1994 - Preliminary Objections to Plaintiff's Amended Complaint of Defendant, Frankford Hospital of City of Philadelphia, filed (water No 1. S. 1.1.)

Nov. 7, 1994 - Preliminary Objections of defts. Allegheny General Hospital, Ashland Regional Medical center, chambersburg Hospital, Children's Hospital of Pittsburgh, Ephrata Community Hospital, Evangelical community Hospital Geisinger Clinic, Geisinger Foundation, Geisinger Clinic T/D/B/ A Geisinger Medical Group/ Mill Hall, Geisinger Geisinger Clinic T/D/B/A Geisinger Medical Group/ Bloomsburg, Geisinger Clinic T/D/B/A Geisinger Medical Group/ Bellefonte, Geisinger Clinic T/D/B/A Geisinger Medical Group/ Milton, saint Joseph Hospital, Shamokin Area Community Hospital and York Hospital to Plffs' Amended Complaint, Filed. (c. 11.1.1.1)

Nov. 7, 1994 - Defendants, Healthsouth Rehab Hospital of Mechanicsburg and Rehab Hospital of York's Preliminary Objections to Plffs' amended complaint, Filed. (c. 11.1.1.1)

Nov. 8, 1994 - Defts. Clearfield Hospital, Community Hospital of Lancaster, Delaware County Memorial Hospital, Fulton County Medical Center, Good Samaritan Hospital, and Memorial Hospital - Everett, Preliminary Objections to Plffs' Amended Complaint, Filed. (c. 11.1.1.1)

Nov. 16, 1994 - Christopher Mattson, Esquire withdraws appearance on behalf of Defendants, Fulton County Medical Center and Good Samaritan Hospital.

Nov. 17, 1994 - Parley, Snyder, Swift & Cohen by Christopher W. Mattson, Esq. withdraws appearance for Deft. Ephrata Community Hospital, filed.

Nov. 17, 1994 - Duane, Morris & Heckscher by Allen C. Warshaw & Bruce A. Gettig, Esqs. enter appearances for Deft. Ephrata Community Hospital, filed.

November 23, 1994 - Plaintiffs' Answers to Preliminary Objections of Defendants Clearfield Hospital, Community Hospital of Lancaster, Delaware County Memorial Hospital, Fulton County Medical Center, Good Samaritan Hospital and Memorial Hospital - Everett, filed.

November 23, 1994 - Plaintiffs' Answers to Preliminary Objections of Defendant Frankford Hospital, filed.

November 23, 1994 - Plaintiffs' Answers to Preliminary Objections of Defendants Barnes-Kasson County Hospital, Shamokin Area Community Hospital, Bryn Mawr Rehab Hospital, Bloomsburg Hospital and Memorial Hospital, filed.

November 23, 1994 - Plaintiffs' Answers to Preliminary Objections of Defendant J.C. Blair Memorial Hospital, filed.

November 23, 1994 - Plaintiffs' Answers to Preliminary Objections of Defendant Hershey Medical Center, filed.

November 23, 1994 - Plaintiffs' Answers to Preliminary Objections of Defendants Allegheny General Hospital, Ashland Regional Medical Center, Chambersburg Hospital, Children's Hospital of Pittsburgh, Ephrata Community Hospital, Evangelical Community Hospital, Geisinger Clinic, Geisinger Foundation, Geisinger Clinic t/d/b/a Geisinger Medical Group/Mill Hall, Geisinger Clinic t/d/b/a Geisinger Medical Group/State College, Geisinger Clinic t/d/b/a Geisinger Medical Group/Bloomsburg, Geisinger Clinic t/d/b/a Geisinger Medical Group/Bellefonte, Geisinger Clinic t/d/b/a Geisinger Medical Group/Milton, Saint Joseph Hospital, Shamokin Area Community Hospital and York Hospital, filed.

FORWARD TO FOLLOWING PAGE

3586-5-94

Nov. 30, 1994 - Cllp. memorandum to Preliminary
Objections of defts. HealthSouth Rehab Hospital of
Mechanicsburg and Rehab Hospital of York, filed.
Dec. 7, 1994 - Supplemental brief in support of
Preliminary objections of deft. J. C. Blair Memorial
Hospital, filed.
Dec. 7, 1994 - Memorandum of law in support
of defts. Preliminary Objections, filed.
Dec. 20, 1994 - Motion to consolidate, filed.
January 6, 1995 - Plaintiff's Brief in support of Motion to Consolidate filed.
Jan. 10, 1995 - Stipulated Motion to Continue Plaintiff's
Brief in Response to Preliminary Objections, filed.
January 10, 1995 - Upon stipulation of all Counsel, it is hereby Ordered that
Plaintiffs' Brief in Response to Preliminary Objections is not due on January
13, 1995, but is continued for a period of time equivalent to the period of time
from December 13, 1994, until the Court schedules a conference. /S/ Scott A.
Evans, Judge. See Order Filed.

Jan. 18, 1995 - Response of Defts. HealthSouth Rehab
Hospital of Mechanicsburg and Rehab Hospital of York
to motion to consolidate, filed.
Jan. 24, 1995 - Brief of defts. in opposition to Cllp.
Motion to consolidate, filed.
Jan. 26, 1995 - Plaintiff's brief of defts. in opposition
to Cllp. motion to consolidate, filed.
Feb. 3, 1995 - Motion to dismiss certain defts., filed.
Feb. 3, 1995 - Motion to join add'l parties, filed.
Feb. 13, 1995 - Brief of defts. in opposition to Cllp.
Motion to consolidate, filed.
Feb. 17, 1995 - Defts. motion to strike Cllp. motion
to join add'l parties and/or defts' reply to such
motion, filed. (C.R.D. 1995-01-15)
Feb. 23, 1995 - Plaintiffs' response to defts' Motion to strike Plffs' Motion to
Join Additional Parties, Filed. (C.R.D. 1995-01-15)

Feb. 23, 1995 - Plaintiff's Brief in support of motion to dismiss certain Defts.,
Filed.
Feb. 23, 1995 - Plffs' Brief in support of motion to join additional parties, Filed.
March 21, 1995 - Defendants Brief in response to Plff's motion to join additional
parties and in support of Defts' motion to strike Plff's motion, Filed.

March 28, 1995 - Cllp. Brief in response to defts. motion
to strike, filed.
March 29, 1995 - Cllp. brief in response to defts.
motion to strike, filed.

April 25, 1995 - Ronald J. Shaffer, Esquire has withdrawn appearance on behalf of
Deft. Recordex Services, Inc. And; Law Offices of Nancy D. Wasser By: Leslie M.
Gerstein, Esquire enters appearance on behalf of Deft. Recordex Services, Inc.

May 6, 1995 - Served Complaint upon Cllp. see Return filed. As Answer
4/14, Shaffer. Paid 254.9

Jan. 29, 1997 - Motion for Court to Schedule conference, filed
Feb. 09, 1997 - Plaintiffs' Interrogatories Directed to Defendant Hospitals.
(set one), filed.

Cont'd

Feb 21 1997 - As to all three actions captioned above the matters before this court are hereby scheduled as follows: (See Schedule) Oral Argument on preliminary objections to be heard beginning at 1:00 AM August 12 1997 in Courtroom #2. Plaintiffs' Motion to join additional plaintiffs and additional defendants to docket 3586 S 1994 and Plaintiffs' motion to consolidate all three dockets is deferred pending disposition of preliminary objections. /s/ Scott A Evans Judge Copies Dist 2/21/97

March 18, 1997: Blahey, Yost, Bupp, & Schumann by: David Wm. Bupp, Esq. Withdraws appearance on behalf of Deft., Memorial Hospital AND Monahan & Gold, Inc. by: Alan S. Gold, Esq. Enters his appearance on behalf of Deft., Memorial Hospital, filed.

April 30, 1997 - Certificate of Service of Plaintiff's Interrogatories Directed to Defendant Hospitals (set one), filed. May 1, 1997 - Affidavit of Service of Defendant Hershey Medical Centers Answer to Plaintiff's Interrogatories (set 1), filed.

May 9, 1997 - Classification, filed

May 9, 1997 - Affidavit of Service of Procespice to Substitute Classification, filed

May 19, 1997 - Pliffs' Memorandum of Law in opposition to Defts' Preliminary Objections, filed.

June 19, 1997 - McQuaide, Blasko, Schwartz, Flemming & Faulkner, Inc. by: Kristen L. Beech, Esq. enters appearance on behalf of Defendant Hershey Medical Center as co-counsel.

June 19, 1997 - Affidavit of Service of Procespice for Entry of Appearance, filed.

June 30, 1997 - Defendants' Reply to Plaintiff's Memorandum of Law in Opposition to Preliminary Objections, filed.

June 30, 1997 - Reply Brief, filed.

December 31, 1997 - SEE MEMORANDUM ORDER FILED /s/ Scott A. Evans, Judge. Court distributed Copies 12-31-97

January 20, 1998- Upon consideration of Defendants' Application For Amendment Of This Court's Interlocutory Order Dated December 31, 1997 Such as to Allow Defendants to Seek Permission to Appeal From That Order, said Application is granted and this Court's Order of December 31, 1997, shall be and is amended to include the following language at the conclusion of said Order: "It is this Court's opinion that this order involves a controlling question of law as to which there is substantial ground for difference of opinion and that an immediate appeal from the order may materially advance the ultimate termination of the matter." /s/ Scott A. Evans, Judge. See ORDER filed. Copy to Atty. 1-21-98.

January 20, 1998- Upon consideration of Defendants' Motion for a Stay, said Motion is granted and all proceedings in this action shall be and are stayed pending this Court's resolution of defendants' Motion To Amend This Court's Interlocutory Order Dated December 31, 1997, Such as to Allow Defendants to Seek Permission to Appeal From That Order and, if that Motion is granted, Superior Court's resolution of defendants' Petition for Permission To Appeal. /s/ Scott A. Evans, Judge. See ORDER filed. Copy to Atty. 1-21-98.

March 18, 1998 - The Court hereby DENIES the Petitions for Permission to appeal. See PER CURIAM ORDER from the Superior Court of PA.

3586-5-1994

APR. 13, 1998- DEFENDANT HERSHY MEDICAL CENTER'S ANSWER WITH NEW MATTER TO PLAINTIFFS' AMENDED COMPLAINT, FILED

APR. 29, 1998- PLAINTIFFS' REPLY TO THE NEW MATTER, FILED
January 26, 1999 - The above matter is hereby scheduled for a status conference in chambers on February 24, 1999 at 9:30 a.m. /s/ Scott A. Evans, J., See ORDER filed. Dist. by court 1/27/99.

January 26, 1999- The above matter is hereby scheduled for a status conference in chambers on May 24, 1999 at 9:30 a.m. /s/ Scott A. Evans, Judge. See ORDER file Copies Dist. by Court 2-24-99. Filed 2-24-99.

MAY 10, 1999- AFFIDAVIT OF SERVICE OF DEFENDANT THE MILTON S. HERSHY MEDICAL CENTER'S OBJECTIONS TO PLAINTIFFS' INTERROGATORIES TO DEFENDANTS SET 2 AND OBJECTIONS TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS SET 2, FILED

JUNE 24, 1999- PLAINTIFFS' MOTION TO COMPEL DISCOVERY, FILED
JULY 1, 1999- BRIEF OF DEFENDANTS, BARNES-KASSON COUNTY HOSPITAL, BRYN MAWR REHAB HOSPITAL, MEMORIAL HOSPITAL AND BLOOMSBURG HOSPITAL, IN SUPPORT OF THEIR OBJECTIONS TO THE PLAINTIFFS' INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS RELATING TO VENUE, FILED
JULY 1, 1999- BRIEF IN SUPPORT OF DEFENDANTS OBJECTIONS TO DISCOVERY, FILED

JULY 2, 1999- ANSWER OF DEFENDANTS Barnes-Kasson County Hospital, Bryn Mawr Rehab Hospital, Memorial Hospital and Bloomsburg Hospital, in Opposition to Plaintiff's Motion to Compel Discovery, filed

JULY 9, 1999- BRIEF IN SUPPORT OF PLAINTIFFS' MOTION TO COMPEL DISCOVERY WITH REGARD TO VENUE, FILED
JULY 23, 1999- ORDER, FILED NOTIFICATION

JULY 23, 1999- BRIEF IN OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL DISCOVERY, FILED

JULY 23, 1999- ANSWER OF DEFENDANTS, GOOD SAMARITAN HOSPITAL, CLEARFIELD HOSPITAL, COMMUNITY HOSPITAL OF LANCASTER, DELAWARE COUNTY MEMORIAL HOSPITAL, FULTON COUNTY MEDICAL CENTER, AND MEMORIAL HOSPITAL IN OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL DISCOVERY, FILED
FEB. 29, 2000- PLAINTIFFS' BRIEF IN SUPPORT OF THEIR MOTION TO TRANSFER VENUE, FILED

MARCH 30, 2000 - ORDER, FILED
May 15, 2000- Pursuant to Plaintiffs' Motion to Transfer Venue pursuant to Pa. R. Civ.P.1006(d)(1) it is hereby ORDERED that this action shall be transferred as follows: 1) To the Court of Common Pleas of Union County, Pennsylvania as to Defendant Evangelical Community Hospital; 2) To the Court of Common Pleas of Susquehanna County, Pennsylvania as to Defendants Barnes-Kasson County Hospital; 3) To the Court of Common Pleas of Schuylkill County, Pennsylvania as to Defendant Ashland Regional Medical Center; 4) To the Court of Common Pleas of Lebanon County, Pennsylvania as to Defendant Good Samaritan Hospital; 5) To the Court of Common Pleas of Huntingdon County, Pennsylvania as to Defendant J.C. Blair Memorial Hospital; 6) To the Court of Common Pleas of Fulton County, Pennsylvania as to Defendant Fulton County, Pennsylvania Medical Center; 7) To the Court of Common Pleas of Franklin County, Pennsylvania as to Defendant Chambersburg Hospital; 8) To the Court of Common Pleas of Delaware County, Pennsylvania as to Defendant Delaware County Memorial Hospital; 9) To

Court of Common Pleas of Clinton County, Pennsylvania as to Defendant Geisinger Medical Group-Mill Hall; 10) To the Court of Common Pleas of Clearfield County, Pennsylvania as to Defendant Clearfield Hospital; 11) To the Court of Common Plea of Chester County, Pennsylvania as to Defendant Bryn Mawr Rehab Hospital; 12) To the Court of Common Pleas of Bedford County, Pennsylvania as to Defendant Memorial Hospital-Everett; 13) To the Court of Common Pleas of Columbia County, Pennsylvania as to Defendants Geisinger Medical Group-Bloomsburg and Bloomsburg Hospital; 14) To the Court of Common Pleas of Northumberland County, Pennsylvania as to Defendants Geisinger Medical Group-Milton and The Shamokin Area Community Hospital 15) To the Court of Common Pleas of York County, Pennsylvania as to Defendants York Hospital; Rehab Hospital of York and Memorial Hospital; 16) To the Court of Common Pleas of Allegheny County, Pennsylvania as to Defendants Allegheny General Hospital and Children's Hospital of Pittsburgh; 17) To the Court of Common Pleas of Berks County, Pennsylvania as to Defendant St. Joseph's Hospital; 18) To the Court of Common Pleas of Centre County, Pennsylvania as to Defendants Geisinger Medical Group-Bellefonte, and Geisinger Medical Group- State College; 19) To the Court of Common Pleas of Lancaster County, Pennsylvania as to Defendant Ephrata Community Hospital; 20) To the Court of Common Pleas of Montour County, Pennsylvania as to Defendants Geisinger Clinic and Geisinger Foundation; and 21) To the Court of Common Pleas of Philadelphia County, Pennsylvania as to Defendant Frankford Hospital. This Court shall retain jurisdiction over this matter as it pertains to Defendant Hershey Medical Center. /s/ Scott A. Evans, Judge. See ORDER filed. Copies Dist. by Court 5-17-00.

May 23, 2000- The Prothonotary of Dauphin County is hereby directed to transfer the above-captioned matter pursuant to the Order of this Court dated May 15, 2000 /s/ Scott A. Evans, Judge. See ORDER filed. Copies mailed 5-26-00.

WE CERT COPIES
Prothonotary
X WILLIAM A. SHAW
MAY 23 2000 JAS
JUN 22 2000

FILED

ANGINO & ROVNER, P.C., in its capacity as a "patient designee" and as a representative on behalf of all Patient Designees and all others similarly situated;

Plaintiffs

v.

Ashland Regional Medical Center;
Barns-~~Lesser~~ County Hospital, Barnes-~~Lesser~~ County Hospital
Bloomsburg Hospital; Bryn Mawr
Rehab Hospital; Chambersburg
Hospital; Clearfield Hospital;
Community Hospital of Lancaster;
Delaware County Memorial Hospital;
Ephrata Community Hospital;
Evangelical Community Hospital;
Fulton County Medical Center;
Geisinger Clinic; Geisinger Foundation;
Geisinger Medical Group/Mill Hall;
Geisinger Medical Group/State
College; Geisinger Medical Group/
Bloomsburg; Geisinger Medical
Group/Bellefonte; Geisinger
Medical Group/Milton; Good
Samaritan Hospital; Hershey
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Memorial Hospital; Memorial
Hospital - Everett; Health South
Rehab Hospital of Mechanicsburg;
Rehab Hospital of York; Saint
Joseph Hospital; Shamokin Area
Community Hospital; Memorial
Hospital; York Hospital;
Frankford Hospital; Allegheny
General Hospital and Children's
Hospital of Pittsburgh,

Defendants

IN THE COURT OF COMMON PLEAS
DAUPHIN COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

No. 3586-S-1994

00-743-CD

Copy

FILED

JUN 22 2000

William A. Shaw
Prothonotary

CLASS ACTION LAWSUIT
JURY TRIAL DEMANDED

ORDER

AND NOW, this 15th day of May, 2000, pursuant to Plaintiffs'

Motion to Transfer Venue Pursuant to Pa. R. Civ. P. 1006(d)(1), it is hereby ORDERED that this action shall be transferred as follows:

**POST & SCHELL, P.C.
BY: KATHLEEN CHANCLER, ESQUIRE
IDENTIFICATION NO. 41734
1800 JFK BOULEVARD, 19TH FLOOR
PHILADELPHIA, PA 19103
(215)587-1000**

**ATTORNEYS FOR DEFENDANT
CLEARFIELD HOSPITAL**

**ANGINO AND ROVNER, P.C., in its capacity
as a "patient designee" and as a representative
on behalf of all Patient Designees and all others
similarly situated;**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY
PENNSYLVANIA** **FILED**

**Plaintiffs, :
v. :
CLEARFIELD HOSPITAL; :
Defendants. :**

**MAY 29 2001
M/23/01 no cc
William A. Shaw
Prothonotary**
NO. 00-743-CD
**CLASS ACTION LAWSUIT
JURY TRIAL DEMANDED**

**ANSWER AND NEW MATTER OF DEFENDANT
CLEARFIELD HOSPITAL**

And now comes Defendant Clearfield Hospital (hereinafter "Answering Defendant"), by and through their counsel, Post & Schell, P.C. and answers Plaintiffs' Amended Complaint as follows:

1. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 1. Accordingly, it is denied that Plaintiff, Angino & Rovner, P.C. ("Angino") is a law firm licensed and incorporated in the State of Pennsylvania with its office at 4503 North Front Street, Dauphin County, Harrisburg, PA 17055 and strict proof thereof is demanded at time of trial.

2. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 2. Accordingly, it is denied that Angino represents, among others, numerous injured individuals who request that Angino obtain their medical records from various health care providers

and that numerous other patients throughout the State of Pennsylvania have requested and continue to request copies of their medical records and strict proof thereof is demanded at time of trial.

3. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 3. Accordingly, it is denied that other entities such as law firms, insurance agents and adjusters, medical providers, family members, etc., including Angino, have acted and continue to act on behalf of patients to obtain patient medical records (hereinafter collectively referred to as "patient designees") and strict proof thereof is demanded at time of trial.

4-8. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 4-8. Accordingly, those allegations are denied and strict proof thereof is demanded at time of trial.

9. Admitted.

10-34. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 10-34. Accordingly, those allegations are denied and strict proof thereof is demanded at time of trial.

35. Admitted in part and denied in part. It is admitted that Answering Defendant either prepares, stores, maintains, updates, organizes or is designated to copy medical records. To the extent that the allegations contained in Paragraph 35 refer to other Defendants, after reasonable investigation Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

36. Denied. The allegations contained in Paragraph 36 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant has the obligation to maintain for every inpatient, outpatient and patient treated or examined at the facility an adequate medical record. To the extent that the allegations contained in Paragraph 36 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

37. Denied. The allegations contained in Paragraph 37 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant has the obligation to provide the patients or patient designees, upon request, access to all information contained in his or her medical records, unless access is specifically restricted by the attending physician for medical reasons. To the extent that the allegations contained in Paragraph 37 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

38. Admitted in part and denied in part. It is admitted that once a patient treats at Answering Defendant's facility, that Defendant exercises exclusive control over the patient's medical records which relate to care and treatment at that facility. To the extent that the allegations contained in Paragraph 38 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

39. Admitted in part and denied in part. It is admitted that in order to obtain copies of a patient's medical records, the patient or a patient designee must contact Answering Defendant and request copies. To the extent that the allegations contained in Paragraph 39 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

40. Denied. The allegations contained in Paragraph 40 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant maintains either a geographic monopoly over patients in a given geographic area or a de facto monopoly once a patient treats with Answering Defendant. To the extent that the allegations contained in Paragraph 40 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

41. Admitted in part and denied in part. It is admitted that Answering Defendant either sets the price to be charged for copies of medical records, or designates another entity such as a copy service to set the price for copies of medical records. To the extent that the allegations contained in Paragraph 41 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

42. Denied. The allegations contained in Paragraph 42 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant is statutorily obliged to provide patients and patient

designees copies of medical records at "the cost of reproducing the copies." 28 Pa. Code §115.29.

To the extent that the allegations contained in Paragraph 42 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

43. Denied. The allegations contained in Paragraph 43 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant is statutorily obligated to assure that the charges for making copies of medical records are "reasonably related to the cost of making the copy." 29 Pa. Code §115.29. To the extent that the allegations contained in Paragraph 43 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

44. Denied. The allegations contained in Paragraph 44 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that the public policy embodied in 28 Pa. Code §115.29 is to make medical records "freely available" to patients and patient designees and to provide "unfettered access" to medical records. See, Soxman v. Goodge, 372 Pa. Super. 343, 539 A.2d 826 (1988), appeal denied, 520 Pa. 575 A.2d 136 and 520 Pa. 577, 549 A.2d 137 (1988). To the extent that the allegations contained in Paragraph 44 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

45. Denied. The allegations contained in Paragraph 45 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant routinely engages in excessive charge practices (hereinafter "Excessive Charge Practices") in violation of law and the public policy of the State of Pennsylvania by engaging in the following activities:

- (a) charging directly or indirectly (through the use of copying services) excessive fees for copying medical records;
- (b) charging a "clerical fee" in addition to a photocopying fee;
- (c) charging a "handling fee" in addition to a photocopying fee;
- (d) charging a "retrieval fee" in addition to a photocopying fee;
- (e) charging a "shipping fee" in addition to a photocopying fee;
- (f) charging a "basic charge" in addition to a photocopying fee;
- (g) charging an "archival fee" in addition to a photocopying fee;
- (h) charging a "flat fee" which is excessive and unrelated to the costs of making photocopies of medical records;
- (i) charging a "preparation fee" which is excessive and unrelated to the costs of making photocopies of medical records;
- (j) charging the patient or patient designee excessive costs so as to be able to supply Defendants, their insurers, and others with copies at no charge, or a reduced charge; |
- (k) receiving "kickback" in the form of payments from copying services to the hospital, so as to allow the copying services to provide copies of medical

records at higher than market rates and at rates unrelated to the costs of making the copies to patients;

(l) receiving "kickbacks" in the form of free copies for the hospital, hospital personnel and hospital insurers, so as to allow the copying services to provide copies of medical records at higher than market rates and at rates unrelated to the costs of making the copies to patients; and

(m) charging a fee when no records are found.

To the extent that the allegations contained in Paragraph 45(a)-(m) refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

46. Denied. It is denied that Answering Defendant engaged in and continues to engage in one or more of the Excessive Charge Practices. To the extent that the allegations contained in Paragraph 46 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

47. Denied. It is denied that each of the Patients and Patient Designees, including Angino, has been charged excessive amounts by the Answering Defendant and that the Answering Defendant has engaged in Excessive Charge Practices. To the extent that the allegations contained in Paragraph 47 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

48. Denied. It is denied that each of the Patients has been charged, either directly or indirectly through a Patient Designee, excessive amounts by the Answering Defendant and that the Answering Defendant has engaged in Excessive Charge Practices.

COUNT I
CLASS ACTION ALLEGATION

49. Paragraphs 1 through 48 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated herein by reference.

50. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that the class of Plaintiffs includes all Patients and Patient Designees who have been charged allegedly excessive monies by Defendant Medical Record Holders who have engaged in allegedly Excessive Charge Practice. Accordingly, they are denied and strict proof thereof is demanded at time of trial. It is denied that Answering Defendant engaged in Excessive Charge Practices.

51. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that the total number of all class members is so numerous that their joinder would be impracticable, and or that based on rough estimates, the number exceeds 100,000. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

52. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that the questions of law and fact are common to all class members in that all claims are based upon the allegedly Excessive Charge Practices of the Medical Record Holders. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

53. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that the claims of the representative Plaintiffs are typical if not identical to the claims of all class members, grounded as they are on the same allegations of Excessive Charge Practices. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

54. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that the representative Plaintiff will fairly and adequately represent the interests of the class in that competent counsel has been retained, there is no potential or actual conflict of interest with other class members, and the representative Plaintiff has or can acquire adequate financial resources to insure that the interests of the class will not be harmed. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

55. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that a class action provides a fair and efficient mechanism for the adjudication of the controversy between the Defendant Medical Record Holders and the Plaintiff class. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

56. Denied. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that unless this controversy is maintained as a class action, there is substantial risk that class members who are entitled to reimbursement and other remedies will be deprived of those benefits because they are unaware of their legal rights to those benefits and/or will be subjected to inconsistent adjudications of their claims. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

57. Denied. It is denied that Answering Defendant engaged in Excessive Charge Practices or that it had no reasonable basis for the charges utilized. To the extent that the allegations contained in Paragraph 57 refer to other Defendants, after reasonable investigation, Answering lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

58. Denied. The allegations contained in Paragraph 58 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant's actions are arbitrary, vexatious, and/or in bad faith, warranting their payment of plaintiffs' attorney's fees and costs. To the extent that the allegations contained in Paragraph 58 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

59. Admitted in part and denied in part. It is admitted that Paragraph 59 purports to state the claims of the representative Plaintiff. Those claims are denied. It is also denied that all class members are entitled to reimbursement of all past allegedly excessive payments made for copies of medical records in which the Defendant Medical Record Holders engaged in allegedly Excessive Charge Practices, together with interest, attorney's fees and costs.

60. Admitted in part and denied in part. It is admitted that Paragraph 60 purports to state the claims of the representative Plaintiff. Those claims are denied. It is further denied that Plaintiffs are entitled to reimbursement for all future allegedly excessive payments, from the date of filing the instant complaint, for copies of medical records in which Defendant Medical Record Holders

continue to engage in allegedly Excessive Charge Practices, together with interest, attorney's fees and costs.

61. Admitted in part and denied in part. It is admitted that Paragraphs 61 purports to state the claims of the representative Plaintiff. Those claims are denied. It is further denied that all class members are entitled to an order permanently enjoining all Defendants from engaging in allegedly Excessive Charge Practices, as described above.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT II
PATIENT' BILL OF RIGHTS
(28 P.S. §103.22; 28 P.S. §115.29; 28 P.S. §115-31)

62. Paragraphs 1 through 61 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated herein by reference.

63-71. Count II - Patient's Bill of Rights was Dismissed by Order dated 12/31/97 and, therefore, no response is necessary.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT III
UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
(73 P.S. §201-1, et seq. And corresponding Regulations)

72. Paragraphs 1 through 71 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated herein by reference.

73-76. Count III - Unfair Trade Practices and Consumer Protection Law was Dismissed by Order dated 12/31/97 and, therefore, no response is necessary.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT IV
VIOLATION OF 42 P.S. §6152

77. Paragraphs 1 through 76 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated hereby by reference.

78-80. Count IV - Violations of 42 P.S. §6152 was Dismissed by Order dated 12/31/97 and therefore, no response is necessary.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT V
BREACH OF CONTRACT

81. Paragraphs 1 through 80 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated hereby by reference.

82. Denied. The allegations contained in Paragraph 82 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that once a patient seeks care and treatment at a medical care facility and then requests copies of medical records from that facility, or any service from the Answering Defendant, the patient and the Answering Defendant have an enforceable contract. To the extent that the allegations contained in Paragraph 82 refer to other Defendants, after reasonable investigation,

Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

83. Denied. The allegations contained in Paragraph 83 constitutes conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant, as part of the contract, is to keep and maintain copies of medical records as they relate to the care and treatment the patient received at that facility. To the extent that the allegations contained in Paragraph 83 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

84. Denied. The allegations contained in Paragraph 84 constitutes conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant, as a further part of the contract, is to make medical records available to the patient or his/her authorized agents. To the extent that the allegations contained in Paragraph 84 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

85. Denied. The allegations contained in Paragraph 85 constitute conclusions of law to which no response is required. To the extent that the allegations contained in Paragraph 85 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

86. Denied. The allegations contained in Paragraph 86 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that implied in every contract in the State of Pennsylvania is the covenant of good faith and fair dealing. To the extent that the allegations contained in Paragraph 86 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

87. Denied. The allegations contained in Paragraph 87 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that Answering Defendant breached the contracts it has with Patients and Patient Designees by engaging in the allegedly Excessive Charge Practices. To the extent that the allegations contained in Paragraph 87 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at trial.

88. Admitted in part and denied in part. It is admitted that some patients have paid Answering Defendant for copies of medical records. It is denied that Answering Defendants engaged in Excessive Charge Practices. After reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations relating to the patients' knowledge or lack thereof. Accordingly, said allegations are denied and strict proof thereof is demanded at time of trial. To the extent that the allegations contained in Paragraph 88 refer to other Defendants, after reasonable investigation, Answering Defendant lacks

knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

89. Denied. The allegations contained in Paragraph 89 constitute conclusions of law to which no response is required. To the extent, however, that said allegations are deemed to be factual in nature, it is denied that enforcement of the terms of any contract against Patients and Patient Designees wherein the Patient or Patient Designee has paid money for copies of medical records without knowledge of the allegedly Excessive Charge Practices is unconscionable and the contract is therefore unenforceable as the Patients or Patient Designees and the Patients and Patient Designees are entitled to contract damages. To the extent that the allegations contained in Paragraph 89 refer to other Defendants, after reasonable investigation, Answering Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations. Accordingly, they are denied and strict proof thereof is demanded at time of trial.

WHEREFORE, answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel and costs, and such other and further relief as the Court may deem appropriate.

COUNT VI
FRAUD

90. Paragraphs 1 through 89 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated herein by reference.

91-97. Count VI - Fraud was Dismissed by Order dated 12/31/97, and therefore, no response is necessary.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT VII
ANTI-TRUST PRICING VIOLATIONS

98. Paragraphs 1 through 97 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated herein by reference.

99-107. Count VII - Anti-Trust Pricing Violations was dismissed by Order dated 12/31/97 and, therefore, no response is necessary.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief a the Court may deem appropriate.

COUNT VIII
PUNITIVE DAMAGES AGAINST ALL DEFENDANTS

108. Paragraph 1 through 107 of the Answering Defendant's Answer to Plaintiffs' Amended Complaint are incorporated herein by reference.

109-116. Count VIII - Punitive Damages Against All Defendants was Dismissed by Order dated 12/31/97 and, therefore, no response is necessary.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief as the Court may deem appropriate.

NEW MATTER

117. Plaintiffs allege that an implied contract exists between Plaintiffs and Answering Defendant given the fact that Answering Defendant purportedly is required to keep its patients'

medical records and, upon request, Answering Defendant purportedly is required to provide copies of medical records to patients who have treated at the Answering Defendant's facilities.

118. The duty to maintain patient records and the duty to provide patients copies to those records, upon request, is statutorily mandated, as Plaintiffs recognize, by the Health Care Services Facilities Act, 35 P.S. §448.801 *et seq.*, and regulations promulgated thereunder, to the extent Answering Defendant is regulated by such Act. See Plaintiffs' Amended Complaint Count II.

119. As such, Answering Defendant's purported above-indicated duties are pre-existing pursuant to statute and, as a matter of law, cannot form the basis of a contractual relationship between Answering Defendant and Plaintiffs. See Finkbiner v. Med. Pro. Liab. Cat. Fund, 119 Pa. Commonwealth Ct., 546 A.2d 1327 (1988).

120. Thus, as no contractual relationship exists between Answering Defendant and Plaintiffs, the Answering Defendant cannot be found to have breached a contract with Plaintiffs.

121. To the extent Plaintiffs have alleged a contractual relationship with Answering Defendants, which is denied, that contractual relationship was extinguished upon completion of the contract at issue, *i.e.*, payment by Plaintiffs for copies allegedly provided by Answering Defendant.

122. By completing the contract purportedly at issue, Plaintiffs have waived any arguments that they may have had which may have given rise to a cause of action for breach of contract.

123. To the extent Plaintiffs have asserted the existence of a contractual relationship with the Answering Defendant, which is denied, Plaintiffs allege that Answering Defendant breached that contract by charging Plaintiffs more than the actual cost of copies of unidentified patients' medical records.

124. The basis for the cause of action asserted in Count V, therefore, is an allegation that the price charged by the Answering Defendant was excessive.

125. As a matter of law, a breach of contract action does not arise solely from the amount of consideration.

126. Furthermore, Plaintiffs do not allege that Answering Defendant failed to perform under the purported contract as agreed to by the parties. To the contrary, Answering Defendant performed under the purported contract and, as a matter of law, therefore, cannot have breached that contract.

127. To the extent Plaintiffs allege a contractual relationship with Answering Defendant, which relationship is denied, the terms of that agreement, as found in the regulations purportedly at issue in this matter, require Answering Defendant to either provide patients access to their records or provide patients with copies at a reasonable cost. See Plaintiffs' Amended Complaint, Paragraph 42 through 44.

128. Plaintiffs fail to allege that Answering Defendant did not provide Plaintiffs with access to patient records.

129. As such, under the allegations of Plaintiffs' Amended Complaint, Answering Defendant did not breach the purported contract.

130. Plaintiffs' claims are barred by the applicable statute of limitations.

WHEREFORE, Answering Defendant Clearfield Hospital demands judgment in its favor and against Plaintiffs, together with counsel fees and costs, and such other and further relief as the Court may deem appropriate.

Respectfully submitted,
POST & SCHELL, P.C.

BY: Kathleen M. Chancler
KATHLEEN M. CHANCLER, ESQUIRE
1800 JFK Boulevard, 19th Floor
Philadelphia, PA 19103
(215) 587-1000
Attorneys for Defendant Clearfield Hospital

Dated: 5/23/01

CERTIFICATE OF SERVICE

I, KATHLEEN CHANCLER, ESQUIRE, certify that I caused a true and correct copy of the foregoing Defendant's Answer and New Matter to Plaintiffs' Complaint to be served first class mail, postage pre-paid, upon the following on the date below:

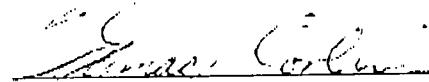
James DeCinti, Esquire
ANGINC & ROVNER, P.C.
4503 North Front Street
Harrisburg, PA 17110-1799
(Attorneys for Plaintiffs)

Kathleen Chancler
KATHLEEN CHANCLER, ESQUIRE

DATE: 5/23/01

VERIFICATION

I, Thomas Conlin, certify that I am the Risk Manager for Clearfield Hospital; that I am authorized to make this Verification on behalf of Clearfield Hospital; the averments contained in the foregoing Answer and New Matter of Defendant are true and correct to the best of my knowledge, information and belief. I am aware that this verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Thomas Conlin
Risk Manager
For Clearfield Hospital

DATE:

ANGINO & ROVNER, P.C., in its capacity as a "patient designee" and as a representative on behalf of all Patient Designees and all others similarly situated;,,

Plaintiffs

v.

CLEARFIELD HOSPITAL,
Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

NO. 00-743-CD

ORIGINAL

CLASS ACTION LAWSUIT

JURY TRIAL DEMANDED

PLAINTIFF'S REPLY TO NEW MATTER OF DEFENDANT
CLEARFIELD HOSPITAL

117. Admitted. By way of further response see, Plaintiff's Complaint which fully sets forth all of Plaintiff's claims.

118. Admitted. By way of further response see, Plaintiff's Complaint which fully sets forth all of Plaintiff's claims.

119. Conclusion of law to which no response is required.

120. Conclusion of law to which no response is required.

121. Conclusion of law to which no response is required. To the extent a response is deemed required, it is hereby specifically denied that the contractual relationship was extinguished upon completion of the contract. Answering further, the contract was not completed because the patients and/or their designees were unaware that they were paying excessive charges.

122. Conclusion of law to which no response is required.

123. Admitted. By way of further response see, Plaintiff's Complaint which fully sets forth all of Plaintiff's claims.

124. Admitted.

FILED

JUN 14 2001

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I, Betty S. Berdanier, an employee of the law firm of Angino & Rovner, P.C., do hereby certify that I am this day serving a true and correct copy of **PLAINTIFF'S REPLY TO NEW MATTER OF DEFENDANT CLEARFIELD HOSPITAL** upon all counsel of record via postage prepaid first class United States mail addressed as follows:

Kathleen Chanler, Esquire
Post & Schell
1800 JFK Blvd., 19th Floor
Philadelphia, PA 19103
Counsel for Clearfield Hospital



Betty S. Berdanier

Dated: *6/12/01*

FILED

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WDC
William A. Shaw
Prothonotary

POST & SCHELL, P.C. BY:KATHLEEN CHANCLER,ESQUIRE I.D. # 41734 1800 JFK BOULEVARD, 19TH FLOOR PHILADELPHIA, PA 19103 (215) 587-1000	ATTORNEYS FOR DEFENDANT CLEARFIELD HOSPITAL
ANGINO & ROVNER, P.C., ET AL. Plaintiffs, v. CLEARFIELD HOSPITAL, ET AL. Defendants.	COURT OF COMMON PLEAS CLEARFIELD COUNTY NO. 00-743-CD

PRAECIPE TO DEFER/SUGGESTION OF BANKRUPTCY

TO THE PROTHONOTARY:

Defendant, Clearfield Hospital, is an insured of PHICO Insurance Company. Pursuant to paragraph 24 of the Honorable Rochelle S. Friedman's Order dated February 1, 2002, a copy of which is attached hereto, this matter is stayed, subject to further Order of the Commonwealth Court.

POST & SCHELL, P.C.

By:

Kathleen Chanler
Kathleen M. Chanler, Esquire
Attorney for Defendant

DATED: 2-19-02

FILED

FEB 21 2002
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William A. Shaw
Prothonotary

[Signature]

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

M. Diane Koken, Insurance
Commissioner of the Commonwealth
of Pennsylvania

Plaintiff

v.

No. 427 M.D. 2001

PHICO Insurance Company
One PHICO Drive
P.O. Box 85
Mechanicsburg, PA 17055-0085

Defendant

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70 142ORDER OF LIQUIDATION

AND NOW, this 1st day of February, 2002, upon consideration of the Petition for Liquidation (Petition), filed by Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania (Commissioner), in her capacity as Statutory Rehabilitator of PHICO Insurance Company (PHICO), in accordance with Article V of the Insurance Department Act (Act), Act of 1921, as amended, 40 P.S. §§211-221.63, and the Consent thereto, it is hereby ORDERED and DECREED that said Petition is GRANTED.

It is further ordered and decreed that:

1. The rehabilitation of PHICO commenced under this court's order of August 16, 2001 is hereby terminated.

2. PHICO is hereby found to be and is declared to be insolvent, as that term is defined in 40 P.S. §221.3 and as provided in 40 P.S. §§221.14(1) and 221.19.

3. The Commissioner (including her successors in office) is hereby appointed Liquidator of PHICO. The Liquidator (including her successors and designees) is directed to take possession of PHICO's property, business and affairs as Liquidator, to liquidate PHICO in accordance with Article V of the Act and to take such action as the Liquidator deems to be in the interest of policyholders, creditors or the public.

4. The Liquidator is hereby vested with all the powers, rights and duties authorized under the Act and other applicable law and regulation.

ASSETS OF THE ESTATE

5. The Commissioner, as Liquidator, is vested with title to all property, assets, contracts and rights of action (assets) of PHICO, of whatever nature and wherever located, whether held directly or indirectly, as of the date of the filing of the Petition. All assets of PHICO are hereby found to be in custody of this court; and this court specifically asserts, to the fullest extent of its authority, (a) in rem jurisdiction over all assets of PHICO wherever they may be located and regardless of whether they are held in the name of PHICO or any other name; (b) exclusive jurisdiction over all determinations of the validity and amount of claims against PHICO; and (c) exclusive jurisdiction over the determination of the distribution priority of all claims against PHICO.

FROM WHITE AND WILLIAMS LLP

6. The filing or recording of the Order with the clerk of the Commonwealth Court or with the recorder of deeds of the county in which its principal office is located (Cumberland County, PA) shall impart the same notice as a deed, bill of sale or other evidence of title duly filed or recorded with that recorder of deeds would have imparted.

7. All banks, investment banks, or other companies, other entities or other persons having in their possession assets which are, or may be, the property of PHICO, shall, unless otherwise instructed by the Liquidator, deliver the possession of the same immediately to the Liquidator, and shall not disburse, convey, transfer, pledge, assign, hypothecate, encumber or in any manner dispose of the same without prior written consent of, or unless directed in writing by, the Liquidator.

8. All persons and entities, including but not limited to accountants, auditors, bankers, trustees and actuaries, are enjoined from disposing of or destroying any documents, correspondence or records, regardless of how maintained (i.e. email, electronic, magnetic, etc.) pertaining or relating to, whether directly or indirectly, PHICO, or its subsidiaries and affiliates, including but not limited to documents pertaining or relating to any transactions between PHICO, its subsidiaries and affiliates and any party.

9. The amount recoverable by the Liquidator from any reinsurer shall not be reduced as a result of the Order of Liquidation, regardless of any

provision in a reinsurance contract or other agreement. Payment made directly by a reinsurer to an insured or creditor of PHICO shall not diminish the reinsurer's obligation to PHICO, except to the extent provided by law.

10. All agents, brokers or other persons having sold policies of insurance issued by PHICO shall account for and pay all unearned commissions and all premiums, collected and uncollected, for the benefit of PHICO directly to the Liquidator, within thirty (30) days of notice of this Order. No agent, broker, reinsurance intermediary or other person shall disburse or use monies which come into their possession and are owed to, or are claimed by, PHICO for any purpose other than payment to the Liquidator.

11. Upon specific written instruction by the Liquidator, all attorneys retained by PHICO or performing legal services for PHICO shall, within thirty (30) days of such request, report to the Liquidator the name, company claim number (if applicable) and status of each matter they are handling on behalf of PHICO. Said report shall include an accounting of any funds received from or on behalf of PHICO for any purpose and in any capacity.

12. Upon instruction by the Liquidator, any entity furnishing telephone, water, electric, sewage, garbage, trash removal, or utility services to PHICO shall maintain such service and create a new account for the Liquidator as of the effective date of this Order.

13. Unless otherwise instructed by the Liquidator, any persons or entity having custody or control of any data processing information and records (including but not limited to source documents, all types of electronically stored documents and information, master tapes or any other recorded information) relating to PHICO or its subsidiaries or affiliates, shall transfer custody and control of such records, in a form readable by the Liquidator, to the Liquidator.

14. Unless instructed otherwise by the Liquidator, all persons and entities furnishing claims processing or data processing services to PHICO shall maintain such services and transfer any such accounts to the Liquidator as of the effective date of this Order.

15. PHICO, each of its subsidiaries and affiliates, and their respective present and former officers, directors, trustees, employees, consultants, agents and attorneys, and any and all other persons, shall: (a) surrender peacefully to the Liquidator the premises where PHICO conducts its business; (b) deliver all keys or access codes thereto and to any safe deposit boxes, and advise the Liquidator of the combinations or access codes of any safe or safekeeping devices of PHICO or any password or authorization code or access code required for access to data processing equipment; (c) deliver and surrender peacefully to the Liquidator, all of the assets, books, records, files, credit cards, or other property of PHICO in their possession or control, wherever located; and (d) otherwise advise and cooperate with the Liquidator in identifying and locating any and all of the foregoing.

16. Except for contracts of insurance and for reinsurance, all executory contracts to which PHICO is a party as of the effective date of this Order are hereby disavowed, and will stand as disavowed, unless specifically affirmed by the Liquidator within 120 days of the effective date of this Order. Any disavowal under this provision shall not be an anticipatory breach of any such contract. All indemnification agreements entered into by PHICO during the rehabilitation are hereby affirmed, and the Liquidator is hereby indemnified by the estate of PHICO, as an administrative expense, to the fullest extent permitted by law.

CONTINUATION AND CANCELLATION OF COVERAGE

17. All policies and contracts of insurance issued by PHICO are cancelled and terminated for all purposes upon the earliest of the following dates: (a) thirty days from the effective date of this Order; (b) until the expiration of the policy or contract; (c) until the insured has replaced the insurance coverage with equivalent insurance with another insurer or otherwise terminated the policy; or (d) until the Liquidator has effected a transfer of the policy obligation pursuant to section 221.23(8) of the Act.

WORKERS' COMPENSATION CLAIMS

18. For a period not to exceed 90 days from the effective date of this Order, the Liquidator is authorized but not obligated, in her sole discretion, to make arrangements for the continued payment in full of the claims under policies of workers' compensation by making the facilities, computer systems, books, records and arrangements with third party administrators (to the extent possible) of PHICO available for the processing and payment of such claims, to any affected

guaranty association (or other entity that is the functional equivalent) and to states and state officials holding statutory deposits for the benefit of such workers' compensation claimants, provided, however, that such guaranty associations, states or state officials shall provide or make available the funds to make the actual payment of such claims. In circumstances where a guaranty association certifies in writing to the Liquidator that it does not have the immediate ability to fund the payment of workers' compensation claims that are its obligation by law, the Liquidator is authorized to advance the funds, if available, from PHICO to pay such claims on a temporary basis for a period not to exceed 90 days, provided that the guaranty association enters into a written agreement that such advances shall be treated as a distribution pursuant to 40 P.S. §221.36. The Liquidator shall have the discretion to accept such interim assurances as she deems adequate in lieu of a formal agreement.

NOTICE AND PROCEDURE FOR FILING CLAIMS

19. The Liquidator shall use good faith efforts to give notice by first-class mail to all entities or persons which or who may have claims against PHICO, contingent or otherwise, as disclosed by its books and records, and advising claimants to file with the Liquidator their claims together with proper proofs thereof on or before April 1, 2003. The Liquidator shall also cause a notice to be published in newspapers of general circulation where PHICO has its principal place of business, as well as in the national edition of the Wall Street Journal, (a) specifying the last day for the filing of claims; (b) advising all persons of the procedure by which all persons may present their claims to the Liquidator; (c) advising all persons of the address to which they may send their claim; and (d)

advising all such persons of their right to present their claim or claims to the Liquidator. Any and all persons, firms or corporations having or claiming to have any accounts, debts, claims or demands against PHICO, contingent or otherwise, or claiming any right, title or interest in any funds or property in the possession of the Liquidator are required to file with the Liquidator at the location designated in the above-described notices, on or before the date specified by the Liquidator as the last date upon which to file a claim, a properly completed proof of claim or be thereafter barred as claimants against any assets in the possession of the Liquidator, unless a late filing is permitting under 40 P.S. §221.37. No person or entity shall be eligible to participate in any distribution of the assets of PHICO unless such claims are filed or presented in accordance with and within the time limit and procedures established by the Liquidator, subject to the provisions for the late filing of claims at 40 P.S. §221.37.

EXPENSES, PAYMENTS AND LAWSUITS

20. Without filing a petition for distribution, the Liquidator shall have the discretion to pay as costs and expenses of administration pursuant to 40 P.S. §221.44, the actual, reasonable and necessary costs of preserving or recovering assets of PHICO and the costs of goods or services provided to and duly approved by PHICO (In Rehabilitation) during the period of Rehabilitation and that are unpaid as of the effective date of this Order. The rights and liabilities of PHICO and of its creditors, policyholders, trustees, shareholders, members and all other persons interested in this estate determined in accordance with the Act as of the date of filing of the Petition for Liquidation.

21. PHICO, its subsidiaries and affiliates, and their respective directors, officers, trustees, employees, attorneys, brokers, consultants, agents, policyholders, and creditors, and any other persons, wherever located, except at the direction of the Liquidator, are enjoined from: (a) the transaction of further business on behalf of or for PHICO; (b) the transferring, selling, terminating, canceling, disbursing, disposing of or assigning any assets, funds or other property of PHICO, (c) the institution or further prosecution of any actions in law or equity on behalf of or against PHICO, (d) attempting to collect unpaid premiums, deductibles or self-insured retentions from PHICO's insureds, and (e) taking any other action which might or would lessen the value of PHICO's assets or property, prejudice the rights and interests of PHICO's policyholders and creditors, or interfere in the administration of the liquidation proceeding.

22. PHICO, its subsidiaries and affiliates, and their respective directors, officers, trustees, employees, attorneys, brokers, consultants, agents, policyholders, and creditors, and any other persons, wherever located, are enjoined from: (a) concealing or destroying any assets, funds or other property of PHICO, (b) any interference, in any manner, with the Commissioner or her designees in liquidating PHICO's business and affairs, (c) any waste of PHICO's assets or property, (d) the dissipation or transfer of PHICO's bank accounts and negotiable instruments, (e) the obtaining of preferences, judgments, attachments, garnishments or liens against PHICO's assets, property and policyholders, (f) the levy of execution process against PHICO and its assets, property and policyholders, (g) the negotiation or execution of any agreement of sale or deed conveying personal or real property of PHICO for nonpayment of taxes or

assessments or for any other purpose, (h) withholding from the Liquidator or removing, concealing, transferring or destroying books, accounts, documents, policies or policy-related documents or other records relating to PHICO's business, and (i) making any assessments or indirectly collecting such assessments by setting them off against amounts otherwise payable to PHICO.

23. No action at law or equity, including but not limited to arbitrations and mediations, shall be brought against PHICO, the Liquidator, or the Commissioner in her capacity as Liquidator, whether in this Commonwealth or elsewhere, nor shall any such existing action be maintained or further prosecuted after the effective date of this Order. All actions, including arbitrations and mediations, currently pending against PHICO in the courts of the Commonwealth of Pennsylvania or elsewhere, are hereby stayed indefinitely. All actions, arbitrations and mediations against PHICO, the Liquidator, or the Commissioner in her capacity as Rehabilitator or Liquidator, shall be submitted and considered as claims in a liquidation proceeding. Only in the event that a party claims that the Liquidator, or the Commissioner in her capacity as Rehabilitator or Liquidator, has acted outside her statutory authority or in a manner contrary to law, may that party file a petition for review seeking relief in this court.

→ 24. Unless waived or otherwise agreed by all of the parties thereto and the relevant guaranty association, all actions in which PHICO is or may be obligated to defend a party in any court are stayed to the extent provided by applicable law, subject to further order of the court. The Liquidator may

cooperate, upon request of a guaranty association, in seeking a stay of any action, as authorized under applicable law.

25. No verdict, judgment or order against PHICO or its insureds entered after the date of filing of the Petition for Liquidation, and no verdict, judgment or order against PHICO entered at any time by default or by collusion, need be considered as evidence or proof of liability or quantum of damages by the Liquidator.

26. No action or proceeding in the nature of an attachment, garnishment, or execution shall be commenced or maintained in this Commonwealth or elsewhere against PHICO, the Liquidator, or the Commissioner in her capacity as Liquidator, or their assets.

27. All secured creditors or parties, pledgees, lienholders, collateral holders or other persons claiming secured, priority or preferred interests in any property or assets of PHICO are hereby enjoined from taking any steps whatsoever to transfer, sell, assign, encumber, attach, dispose of, or exercise, purported rights in or against any property or assets of PHICO, except as provided in 40 P.S. §221.43.

28. The Liquidator is authorized, in her discretion, to identify, seek and recover PHICO assets held by (a) the Supplemental Retirement Income Plan Trust; (b) the Directors' Deferred Compensation Plan Trust; or (c) any rabbi or other trusts or plans with respect to benefits or other value or remuneration to be

provided to members or former members of management or highly compensated employees of PHICO or any of its subsidiaries or affiliates.

29. This Order shall be effective on February 1, 2002 and supersedes this court's order of August 16, 2001.

30. The Liquidator, through her counsel, is hereby directed to serve a copy of this Order upon all parties of record. The Liquidator, through her counsel, is directed to file with the court in the Office of the Prothonotary, 9th Floor, Widener Building, 1339 Chestnut Street, Philadelphia, PA 19107, an affidavit that such service has been effectuated.

31. Any correspondence to the Liquidator (as opposed to counsel to the Liquidator) shall be directed as follows: Statutory Liquidator, PHICO Insurance Company (In Liquidation), P.O. Box 2025, Mechanicsburg, PA 17055.

Rochelle S. Friedman
ROCHELLE S. FRIEDMAN, Judge

POST & SCHELL, P.C. BY:KATHLEEN CHANCLER,ESQUIRE I.D. # 41734 1800 JFK BOULEVARD, 19TH FLOOR PHILADELPHIA, PA 19103 (215) 587-1000	ATTORNEYS FOR DEFENDANT CLEARFIELD HOSPITAL
ANGINO & ROVNER, P.C., ET AL. Plaintiffs, v. CLEARFIELD HOSPITAL, ET AL. Defendants.	COURT OF COMMON PLEAS CLEARFIELD COUNTY NO. 00-743-CD

WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw my appearance on behalf of the Defendant, Clearfield Hospital
in the above captioned matter.

POST & SCHELL, P.C.

By: Kathleen Chanler
Kathleen M. Chanler, Esquire
Attorney for Defendant

DATED: 8-20-02

FILED

MAY 16 2002
m/218/2002
William A. Shaw
Prothonotary 

HARVEY, PENNINGTON, CABOT, GRIFFITH & RENNEISEN, LTD.

BY: Howard M. Cyr, III, ESQ.

IDENTIFICATION NO. 45148

ELEVEN PENN CENTER
29th FLOOR, 1835 MARKET STREET
PHILADELPHIA, PA 19103
(215) 563-4470

ATTORNEY FOR DEFENDANT,
Clearfield Hospital

ANGINO and ROVNER, P.C., et al.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff(s)

v.

CLEARFIELD HOSPITAL, et al.

Defendant(s) No. 00-743-CD

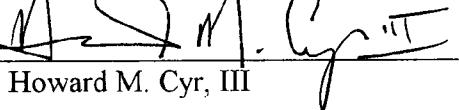
ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Defendant, Clearfield Hospital in the above-captioned matter.

HARVEY, PENNINGTON, CABOT,
GRIFFITH AND RENNEISEN, LTD.

BY:



Howard M. Cyr, III

Dated: May 13, 2002

FILED

MAY 16 2002

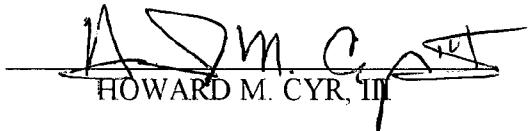
m2/2/02/noc
William A. Shaw
Prothonotary



CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Entry of Appearance to be served by United States First Class Mail, postage prepaid, on May 17, 2002, upon:

Richard C. Angino, Esquire
James DeCinti, Esquire
Angino & Rovner, P.C.
4503 North Front Street
Harrisburg, PA 17110



HOWARD M. CYR, III