

00-804-CD  
CLYDE MCQUILLEN, JR. et al -vs- JANE BAUER

(1)

LORENZO & GIANVITO, P.C.  
ATTORNEYS AT LAW  
410 WEST MAHONING STREET  
P. O. BOX 495  
PUNXSUTAWNEY, PA 15767  
(814) 938-6390

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

② CLYDE MCQUILLEN, JR. and  
③ KRISTY K. MCQUILLEN, husband  
and wife, individually and as  
parents and natural guardians  
of ④ MCKENZIE MCQUILLEN, a  
minor; and MCKENZIE MCQUILLEN,  
an individual,

Type of Case - CIVIL

No. 00-804-CD

Type of Pleading - COMPLAINT

Filed on Behalf of -  
**PLAINTIFFS**

Vs.

⑤ JANE BAILOR, an individual,

Defendant

Filed by:

**NICHOLAS F. LORENZO, JR., ESQ.**

Pa. I.D. #05864

LORENZO & GIANVITO, P.C.  
410 West Mahoning St.  
P.O. Box 495  
Punxsutawney, PA 15767  
(814) 938-6390

**FILED**

JUL 12 2000  
m 10:42 am  
William A. Shaw  
Prothonotary

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

**CLYDE MCQUILLEN, JR. and  
KRISTY K. MCQUILLEN, husband  
and wife, individually and as  
parents and natural guardians  
of MCKENZIE MCQUILLEN, a  
minor; and MCKENZIE MCQUILLEN,  
an individual,**

Plaintiffs

Vs.

No. \_\_\_\_\_

**JANE BAILOR, an individual,**

Defendant

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claim in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN OBTAIN LEGAL HELP.

Prothonotary  
Courthouse  
One N. 2<sup>nd</sup> St.  
Clearfield, PA 16830  
(814) 765-2641

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

**CLYDE MCQUILLEN, JR.** and  
**KRISTY K. MCQUILLEN**, husband  
and wife, individually and as  
parents and natural guardians  
of **MCKENZIE MCQUILLEN**, a  
minor; and **MCKENZIE MCQUILLEN**,  
an individual,

Plaintiffs

vs.

No. \_\_\_\_\_

**JANE BAILOR**, an individual,

Defendant

**COMPLAINT**

AND NOW, come the plaintiffs, by and through their counsel,  
NICHOLAS F. LORENZO, JR., ESQ., of LORENZO & GIANVITO, P.C., who  
files the following Complaint, of which the facts set forth  
hereinafter are a true and concise summary:

1. Plaintiffs, CLYDE MCQUILLEN, JR., and KRISTY K. MCQUILLEN,  
are adult individuals, husband and wife, who reside at 1311  
Claredon Avenue, Hyde, Clearfield County, Pennsylvania, 16843.

2. Said plaintiffs, CLYDE MCQUILLEN, JR., and KRISTY K.  
MCQUILLEN, are the parents and natural guardians of MCKENZIE  
MCQUILLEN, a minor, who resides with her parents at the above-noted  
address.

3. Defendant, JANE BAILOR, is an adult individual who resides  
at 1303 Powell Avenue, Hyde, Clearfield County, Pennsylvania.

4. At all times relevant to this Complaint, defendant, JANE BAILOR, owned, maintained and controlled a certain dog, a mixed breed believed to be part wolf.

5. At approximately 7:30 p.m. on the evening of August 24, 1999, minor plaintiff, MCKENZIE MCQUILLEN, was invited, along with two other children, into the residence of defendant, JANE BAILOR, by Bailor's daughter, age 12, to see the Bailor's dog and her recently born puppies. As the children went into the room where the dogs were, the mother dog jumped up and bit minor-plaintiff, MCKENZIE MCQUILLEN, on the face, causing her to sustain the injuries set forth herein.

General Allegations as to Plaintiffs' Negligence Claim

6. Defendant, JANE BAILOR, was negligent and careless in the following respects:

a) Inviting the minor-plaintiff into her home when she knew or should have known that her dog had vicious and/or dangerous propensities to attack and/or bite people;

b) Failing to warn the minor-plaintiff before inviting her into her home regarding her dog's vicious and/or dangerous propensities to attack and/or bite people;

c) Failing to restrain the dog before inviting minor-plaintiff into her home, when she knew or should have known that her dog had vicious and/or dangerous propensities to attack and/or bite people;

d) failing to ensure that adequate adult supervision was present when children were visiting the puppies;

e) failing to instruct her minor children that they should not invite other children into the house to look at the puppies unless adults were present;

f) permitting her minor children to invite other children into the house to look at the puppies when adults were not present;

g) defendant was negligent *per se* in violating the provisions of the *Dog Law*, 3 P.S. Section 459-501 et. seq., by harboring a dangerous dog and/or failing to restrain the dangerous dog.

**General Allegations as to Plaintiffs'**  
**Strict (Absolute) Liability Claim**

7. Defendant, JANE BAILOR, has engaged in an abnormally dangerous activity by harboring a mixed breed wolf, a dangerous wild animal.

8. As a result of harboring this dangerous wild animal, which poses an abnormally high degree of risk to any persons who come into contact with the wild animal, defendant is absolutely liable for any harm which might result from said animal, including all harm resulting to the minor-plaintiff from her contact with the wild animal.

9. Despite defendant's undertaking to engage in an abnormally dangerous activity, which poses an abnormally high degree of risk to any persons who come into contact with the wild animal, defendant acted recklessly, willfully, and wantonly, with a conscious disregard of a substantial and unjustifiable risk, supporting the imposition of punitive damages.

COUNT ONE

Clyde McQuillen, Jr. and Kristy K. McQuillen,  
as parents and natural guardians of  
McKenzie McQuillen, a minor, Plaintiffs  
vs.  
Jane Bailor, Defendant

10. Paragraphs one (1) through nine (9) are hereby incorporated by reference as though set forth fully and at length.

11. As a direct and proximate result of the attack by the defendants' dog, MCKENZIE MCQUILLEN suffered the following injuries:

a) several lacerations and puncture wounds in the area of her forehead, eyes, and nose, including:

1.) laceration over right eye, approximately 5 cm in length, starting from the region of the right eyebrow and extending to the upper part of the eyelid; and

2.) laceration approximately .5 cm in the central aspect of the forehead;

b) requirement that plaintiff have 62 stitches placed in her facial area in an attempt to repair lacerations.

c) permanent facial scarring/disfigurement;

d) severe emotional anxiety and upset;

e) sleeplessness;

f) extreme self-consciousness as a result of the facial scarring;

12. Further, plaintiffs are still not aware, at this time, of the full extent of the injuries that minor-plaintiff will continue to suffer in the future as a result of defendants' negligence.

13. As a direct and proximate result of the afore described negligence, plaintiffs have in the past, and will in the future, expend various sums of money for hospitalizations, medical care and treatment for minor-plaintiff's injuries, the value of which will be provided in discovery. In particular, said minor-plaintiff will likely need to undergo future scar revision surgical procedures in an attempt to reduce the visibility of these permanent scars.

14. Pursuant to 3 P.S. Section 459-502(b), defendant, JANE BAILOR, as owner of the dog, is absolutely liable for costs associated with medical treatment resulting from the attacking or biting dog.

15. Moreover, after she has reached her majority or at a time when her parents may be unable to provide for her care and maintenance, minor-plaintiff will or may be obligated for the costs of future hospitalizations, medical care and treatment for minor-plaintiff's injuries as a result of the afore described negligence of defendants.

16. As a direct and proximate result of the afore described negligence of defendants, minor-plaintiff has been prevented and will continue to be prevented from engaging in her usual activities, studies, schooling and/or avocations.

17. As a direct and proximate result of the afore described negligence of defendants, minor-plaintiff may suffer a loss of future earning power and/or earning capacity.

18. As a direct result of the negligence and carelessness of the defendant, minor-plaintiff has suffered and will continue to

suffer great pain, mental anguish, disfigurement, anxiety, embarrassment, emotional upset, inconvenience, humiliation, loss of enjoyment of life, and other functional disturbances, together with the loss of well-being and restrictions on her ability to engage in her normal activities and to pursue normal pleasures of life, all of which are and will be to her great detriment and loss.

WHEREFORE, plaintiffs demand compensatory and punitive damages against this defendant for a sum in excess of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, or the maximum jurisdictional amount requiring arbitration.

COUNT TWO

Clyde McQuillen, Jr. and Kristy K. McQuillen,  
in Their Own Right and  
as parents and natural guardians of  
McKenzie McQuillen, a minor, Plaintiffs  
vs.  
Jane Bailor, Defendant

19. Paragraphs one (1) through eighteen (18) are hereby incorporated by reference as though set forth fully and at length.

20. As a direct and proximate result of the afore described negligence, plaintiffs have been and will be obligated for the costs of hospitalizations, medical care and treatment for minor-plaintiff's injuries, the value of which will be provided in discovery.

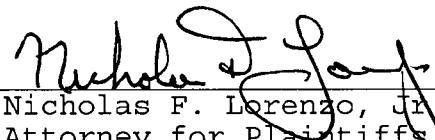
21. As a direct and proximate result of the afore described negligence, plaintiffs may or will be obligated for other expenses necessary for the care, treatment and maintenance of minor-plaintiff.

22. As a direct and proximate result of the aforescribed negligence of defendants, the earnings of minor-plaintiff may be impaired during the period of her minority, to which earnings plaintiffs are legally entitled, all of which is and will be to her great detriment and loss.

WHEREFORE, plaintiffs demand compensatory and punitive damages against this defendant for a sum in excess of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, or the maximum jurisdictional amount requiring arbitration.

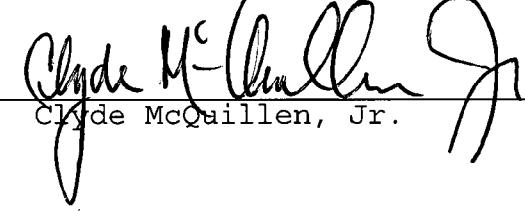
JURY TRIAL DEMANDED.

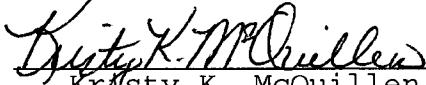
LORENZO & GIANVITO, P.C.

BY:   
Nicholas F. Lorenzo, Jr., Esq.  
Attorney for Plaintiffs  
410 W. Mahoning St.  
P.O. Box 495  
Punxsutawney, PA 15767  
(814) 938-6390

COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF JEFFERSON

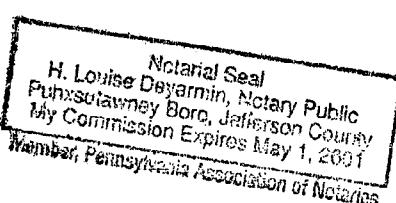
CLYDE MCQUILLEN, JR., and KRISTY K. MCQUILLEN, as parents and natural guardians of MCKENZIE MCQUILLEN, a minor, Plaintiffs, being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of their information, knowledge and belief.

  
\_\_\_\_\_  
Clyde McQuillen, Jr.

  
\_\_\_\_\_  
Kristy K. McQuillen

Sworn and subscribed to before me  
this 5<sup>th</sup> day of July, 2000.

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



**FILED**

JUL 12 2000  
10:41 AM  
City of Loxley PC \$80.00  
William A. Shaw  
Prothonotary  
cc Sheriff

(2)

NICHOLAS F. LORENZO JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MCQUILLEN, CLYDE JR. & KRISTY  
VS  
BAILOR, JANE

00-804-CD

COMPLAINT

SHERIFF RETURNS

NOW JULY 17, 2000 AT 1:55 PM DST SERVED THE WITHIN COMPLAINT  
ON JANE BAILOR, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST.  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
JANE BAILOR A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH

19.63 SHFF. HAWKINS PAID BY: ATTY.  
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

10th DAY OF August 2000

W. A. Shaw

SO ANSWERS,

*Chester A. Hawkins  
by Marly Hahn*

CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

FILED

AUG 10 2000  
11:22am  
William A. Shaw  
Prothonotary

LORENZO & GIANVITO, P.C.

ATTORNEYS AT LAW

410 WEST MAHONING STREET

P. O. BOX 495

PUNXSUTAWNEY, PA 15767

(814) 938-6390

W~~1~~ 04061

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**CLYDE MCQUILLEN, JR. and  
KRISTY K. MCQUILLEN**, husband  
and wife, individually and as  
parents and natural guardians  
of **MCKENZIE MCQUILLEN**, a  
minor; and **MCKENZIE MCQUILLEN**,  
an individual,

Type of Case - CIVIL

No. 00-804-CD

Type of Pleading - PETITION  
TO SETTLE AND COMPROMISE A  
MINOR'S CLAIM

Plaintiffs

Filed on Behalf of -  
**PLAINTIFFS**

Vs.

**JANE BAILOR**, an individual,

Filed by:  
**NICHOLAS F. LORENZO, JR., ESQ.**  
Pa. I.D. #05864

Defendant

LORENZO & GIANVITO, P.C.  
410 West Mahoning St.  
P.O. Box 495  
Punxsutawney, PA 15767  
(814) 938-6390

**FILED**  
OCT 11 2000  
William A. Shaw  
Prothonotary  
3cc to Att

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

**CLYDE MCQUILLEN, JR. and  
KRISTY K. MCQUILLEN**, husband  
and wife, individually and as  
parents and natural guardians  
of **MCKENZIE MCQUILLEN**, a  
minor; and **MCKENZIE MCQUILLEN**,  
an individual,

Plaintiffs

Vs.

No. 00-804-CD

**JANE BAILOR**, an individual,

Defendant

**PETITION TO SETTLE AND COMPROMISE**  
**A MINOR'S CLAIM**

TO THE JUDGE OF THIS HONORABLE COURT:

AND NOW, come your Petitioners, CLYDE MCQUILLEN, JR., and KRISTY K. MCQUILLEN, parents and natural guardians of MCKENZIE MCQUILLEN, a minor, by their attorneys, LORENZO & GIANVITO, P.C., to present the following Petition, pursuant to Pa.R.C.P. Section 2039:

1. Your Petitioners, CLYDE MCQUILLEN, JR., and KRISTY K. MCQUILLEN, are adult individuals residing at 1311 Claredon Avenue, Hyde, Clearfield County, Pennsylvania. They are the parents and natural guardians of MCKENZIE MCQUILLEN, their minor daughter, born June 13, 1991, and presently being nine (9) years of age.

2. On August 24, 1999, at approximately 7:30 p.m., plaintiffs' minor child, MCKENZIE MCQUILLEN, was invited into the residence of defendant, JANE BAILOR, by Bailor's daughter, age 12, to see the Bailors' dog, a mixed breed wolf, and her recently born puppies. As the children went into the room where the dogs were, the mother dog jumped up and bit minor-plaintiff, MCKENZIE MCQUILLEN, on the face, causing her to sustain the following injuries:

- a) several lacerations and puncture wounds in the area of her forehead, eyes, and nose, including:
  - 1.) laceration over right eye, approximately 5 cm in length, starting from the region of the right eyebrow and extending to the upper part of the eyelid; and
  - 2.) laceration approximately .5 cm in the central aspect of the forehead;
- b) requirement that plaintiff have 62 stitches placed in her facial area in an attempt to repair lacerations.
- c) permanent facial scarring/disfigurement;
- d) severe emotional anxiety and upset;
- e) sleeplessness;
- f) extreme self-consciousness as a result of the facial scarring.

3. Defendant, JANE BAILOR, was insured by American Modern Home Insurance Company; said company has offered their policy limits in the sum of Twenty-Five Thousand (\$25,000.00) Dollars to resolve this claim. Petitioners have agreed to accept this sum,

subject to court approval, to compromise any and all claims presented on behalf of MCKENZIE MCQUILLEN, a minor. A copy of the proposed Release Agreement from the insurance carrier is attached hereto as Exhibit "B".

4. Your Petitioners request that settlement with American Modern Home Insurance Company, insurance carrier for the defendant, be approved in the sum of Twenty-Five Thousand (\$25,000.00) Dollars on behalf of their minor daughter, MCKENZIE MCQUILLEN.

5. This settlement is subject to a contingency fee agreement with Nicholas F. Lorenzo, Jr., Esq., of Lorenzo & Gianvito, P.C., attorneys for the parents and natural guardians, providing for payment of legal fees in a sum equal to one-third of the settlement, or Eight Thousand, Three Hundred Thirty-Three and 33/100 (\$8,333.33) Dollars, and costs advanced in this case in the amount of Six Hundred and Seventy and 05/100 (\$670.05) Dollars, as set forth on Exhibit "A", attached hereto.

6. To the best of your Petitioners' knowledge, all medical expenses incurred to date have been paid by insurance and/or independent medical coverage.

7. As a result of the agreement between counsel and Petitioners, the net distributable sum, amounting to Fifteen Thousand, Nine Hundred Ninety-Six and 62/100 (\$15,996.62) Dollars, will be placed into an interest-bearing, insured trust account for the minor child, MCKENZIE MCQUILLEN, until she reaches her legal majority at eighteen (18) years of age.

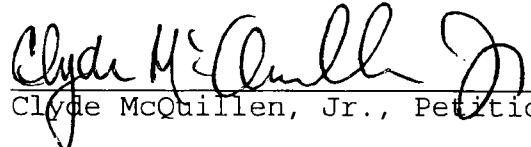
8. Such aforescribed settlement is fair, just and equitable in view of the potential costs of litigation and the fact that

American Modern Home Insurance Company has only Twenty-Five Thousand (\$25,000.00) Dollars in liability coverage.

WHEREFORE, your Petitioners pray this Honorable Court that an Order be granted approving settlement in the sum of Twenty-Five Thousand (\$25,000.00) Dollars on behalf of MCKENZIE MCQUILLEN, a minor; provide for the payment of counsel fees and costs in the total amount of Nine Thousand and Three and 38/100 (\$9,003.38) Dollars; and direct payment of the net settlement of Fifteen Thousand, Nine Hundred Ninety-Six and 62/100 (\$15,996.62) Dollars to be held in trust by your Petitioners, CLYDE MCQUILLEN, JR., and KRISTY K. MCQUILLEN, on behalf of said minor daughter, pursuant to Pa.R.C.P. Section 2039; furthermore, any change of depository arrangement and/or termination of said guardianship upon the said minor child reaching her majority, at eighteen (18) years of age, shall only be done upon petition to the Orphans' Court of this Court of Common Pleas and receipt therefrom of appropriate order(s) of court.

Additionally, your Petitioners pray for leave to execute any drafts and releases or other documents necessary to settle and discontinue this matter.

Respectfully submitted,

  
Clyde McQuillen, Jr., Petitioner

  
Kristy McQuillen, Petitioner

LORENZO & GIANVITO, P.C.

BY:   
Nicholas F. Lorenzo, Jr., Esq.  
Attorney for Petitioners

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

**CLYDE MCQUILLEN, JR. and  
KRISTY K. MCQUILLEN**, husband  
and wife, individually and as  
parents and natural guardians  
of **MCKENZIE MCQUILLEN**, a  
minor; and **MCKENZIE MCQUILLEN**,  
an individual,

Plaintiffs

Vs.

No. 00-804-CD

**JANE BAILOR**, an individual,

Defendant

ORDER OF COURT

AND NOW, this 11 day of Oct, 2000, upon  
consideration of the foregoing Petition, it is hereby

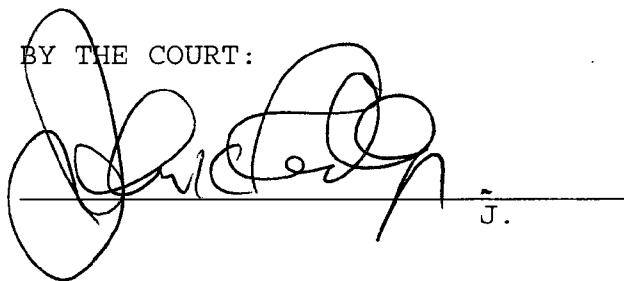
ORDERED AND DECREED that CLYDE MCQUILLEN, JR., and KRISTY K.  
MCQUILLEN, parents and natural guardians of MCKENZIE MCQUILLEN, a  
minor, are authorized to enter into and execute any and all  
necessary documents, including drafts and releases, to settle and  
compromise the claim of the said minor child against the above-  
named individual in the sum of Twenty-Five Thousand (\$25,000.00)  
Dollars. They shall also be authorized to discontinue the action  
at the above term and number.

IT IS ORDERED AND DECREED that counsel fees and costs be paid  
to NICHOLAS F. LORENZO, JR., ESQ., of LORENZO & GIANVITO, P.C., in

the total sum of Nine Thousand and Three and 38/100 (\$9,003.38) Dollars.

IT IS FURTHER ORDERED AND DECREED that the balance of settlement funds, specifically, the sum of Fifteen Thousand, Nine Hundred Ninety-Six and 62/100 (\$15,996.62) Dollars, pursuant to Pa.R.C.P. Section 2039, shall be held by CLYDE MCQUILLEN, JR., and KRISTY K. MCQUILLEN, as parents and natural guardians of MCKENZIE MCQUILLEN, a minor, in an insured, interest-bearing account on behalf of said minor daughter; furthermore, any change of depository arrangement and/or termination of said guardianship upon the said minor child reaching her majority, at eighteen (18) years of age, shall only be done upon petition to the Orphans' Court of this Court of Common Pleas and receipt therefrom of appropriate order(s) of court.

BY THE COURT:

A handwritten signature in black ink, appearing to read "J. McQuillen", is written over a horizontal line. To the right of the signature, the initials "J." are written. The signature is fluid and cursive.A handwritten signature in black ink, appearing to read "J. McQuillen", is written in a small circle. The signature is fluid and cursive.

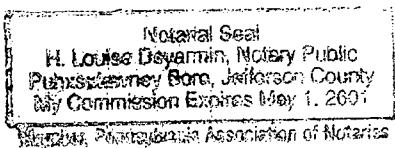
COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF JEFFERSON

CLYDE MCQUILLEN, JR., and KRISTY K. MCQUILLEN, as parents and natural guardians of MCKENZIE MCQUILLEN, a minor, Petitioners, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their information, knowledge and belief.

Clyde McQuillen, Jr.  
Clyde McQuillen, Jr.  
Kristy McQuillen  
Kristy K. McQuillen

Sworn and subscribed to before me  
this 15<sup>th</sup> day of September, 2000.

H. Louise Benjamin  
Notary Public



**CASE COSTS:**  
**MCKENZIE MCQUILLEN**

10/13/99	Jay Arlick, DMD (records)	\$ 25.00
11/02/99	Kinko's Copies	3.16
11/10/99	QuadraMed Corp. (Clearfield Hosp. records)	26.26
03/10/00	Jack E. Demos, MD (exam/report/photos)	506.00
07/06/00	Prothonotary, Clfd. Cty.	80.00
07/06/00	Sheriff, Clfd. Cty.	85.00
	Subtotal	\$ 725.42
08/11/00	Rec'd on acct.	- <u>55.37</u>
	TOTAL	\$ 670.05

EXHIBIT "A"

RELEASE AGREEMENT

FOR AND IN CONSIDERATION of the total sum of \$25,000 (Twenty five thousand and 00/100 dollars), the undersigneds McKenzie McQuillen, A MINOR BY AND THROUGH HER GUARDIANS AD LITEM, Clyde McQuillen, Jr. and Kristy K. McQuillen (Releasors) hereby release and forever discharge Jane Bailor and her respective agents, servants and employees and American Modern Insurance Group (the "Insurer"), (herein collectively referred to as "Releasees") of and from all claims, demands, actions and causes of action arising out of, or in any way connected with or resulting from that certain dog bite incident occurring on or about August 24, 1999 in the City of Clearfield, State of Pennsylvania. The Insurer is the liability insurer of the Releasees and as such would be obligated to pay any judgment obtained against the Releasees which is covered by its insurance programs.

IT IS UNDERSTOOD AND AGREED that this is a full and final release of any and all claims arising out of said incident, said claims having been denied, and, regardless of the adequacy of the compensation, this Release is intended to avoid any possible litigation. It is understood that the Releasees, by reason of this payment, do not admit any liability of any sort and have made no agreement or promise to make any payment or to

do or not do any act or other thing other than that which is expressly set forth in this Agreement and clearly agreed to.

The Releasors represent and warrant that no other person or entity has or has had any interest in the claims, demand, obligations, or causes of action referred to in this Release except as otherwise set forth; and that they have the sole right and exclusive authority to execute this Release and receive the sums specified in it; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims demands, obligations, or causes of action referred to in the Release.

Should any further claim arising from this incident be made by any person or entity for which Releasees might be liable, directly or indirectly, the Releasors agree to and will hold harmless and indemnify Releasees of and from any and all liability for such claim, including all costs, expenses and attorney's fees in defense of such claim.

This Release shall contain the entire agreement between the Releasors, the Releasees and the Insurer with regard to the matters set forth, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

In entering into this Release, the Releasors represent that they have relied upon the legal advice of their attorneys,

who are the attorneys of their own choice, and that the terms of this Release have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them, for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the matter and things set forth in this Release, and for the express purpose of precluding forever, as against the world, any further additional claims or demand by the undersigned Releasors flowing from those matters, things and events set forth above.

This Release shall be construed and interpreted in accordance with the laws of the State of Pennsylvania.

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

Clyde McQuillen, Jr. and Kristy K. McQuillen, father and mother of said minor, McKenzie McQuillen, and each of us, individually and severally, as an inducement to said Releasees to make said settlement, and in consideration of said payment by Releasees to said guardians, do hereby waive and relinquish all claims and demands which we, or either of us, may have against said Releasees, their agents, servants, successors and assigns, arising, or to arise, or growing out of said personal injuries to

McKenzie McQuillen, including, but not limited to, all claims for medical expenses and/or loss of services of said minor, McKenzie McQuillen.

The Releasors hereby authorize the Releasees and the Insurer, American Modern Insurance Group, to issue a draft in the sum heretofore mentioned in this Release, payable to McKenzie McQuillen, A MINOR BY AND THROUGH HER GUARDIANS AD LITEM Clyde McQuillen, Jr. and Kristy K. McQuillen and to Nicholas Lorenzo, her attorney, and do hereby consent to and authorize the delivery of said draft to said attorney conditioned upon the completion of a minor's compromise hearing or McKenzie McQuillen's eighteenth (18th) birthday, whichever occurs first.

The undersigneds, Clyde McQuillen, Jr. and Kristy K. McQuillen, as guardians, agree and consent to, and hereby authorizes the dismissal of said action with each party to bear own costs.

Dated: \_\_\_\_\_

Kristy K. McQuillen, individually and as mother and guardian of McKenzie McQuillen, a minor

Dated: \_\_\_\_\_

Clyde McQuillen, Jr., individually  
and as father and guardian of  
McKenzie McQuillen, a minor

STATE OF PENNSYLVANIA, )  
                          )  
                          )  
                          ) SS.  
                          )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me,  
\_\_\_\_\_, personally appeared  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

County of \_\_\_\_\_  
STATE OF PENNSYLVANIA

(SEAL)

I, Nicholas Lorenzo, Esq., attorney for McKenzie McQuillen, a Minor by and through her Guardian Ad Litem, \_\_\_\_\_, hereby represent and declare that I have fully explained the foregoing release to her and she has acknowledged to me that she understands said release and the legal effect thereof, and I have advised her to sign it.

Dated: \_\_\_\_\_, 2000

\_\_\_\_\_  
Nicholas Lorenzo, Esq.

LORENZO, GIANVITO & LAVELLE, P.C.  
ATTORNEYS AT LAW  
410 WEST MAHONING STREET  
P. O. BOX 495  
PUNXSUTAWNEY, PA 15767  
(814) 938-6390

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**CLYDE MCQUILLEN, JR., and  
KRISTY K. MCQUILLEN**, husband  
and wife, individually and as  
parents and natural guardians  
of **MCKENZIE MCQUILLEN**,  
an individual,

Plaintiffs

vs.

**JUNE BAILOR**, an individual,

Defendant.

Type of Case: CIVIL

No. 00-804 C.D.

Type of Pleading -  
**PETITION FOR DISTRIBUTION  
OF SETTLEMENT FUNDS OF A  
MINOR**

Filed on Behalf of -  
**PLAINTIFF, MCKENZIE  
MCQUILLEN**

Filed by:

**NICHOLAS F. LORENZO, JR., ESQ.**  
Pa. I.D. #05864

LORENZO, GIANVITO & LAVELLE,  
P.C.  
410 W. Mahoning St.  
P.O. Box 495  
Punxsutawney, PA 15767  
(814) 938-6390

**FILED**

**DEC 10 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**CLYDE MCQUILLEN, JR., and  
KRISTY K. MCQUILLEN, husband  
and wife, individually and as  
parents and natural guardians  
of MCKENZIE MCQUILLEN,  
an individual,**

Plaintiffs

Vs.

No. 00-804 C.D.

**JUNE BAILOR, an individual,**

Defendant.

**PETITION FOR DISTRIBUTION OF  
SETTLEMENT FUNDS OF A MINOR**

AND NOW, comes CLYDE McQUILLEN, JR. AND KRISTY McQUILLEN, as parents and natural guardians of MCKENZIE MCQUILLEN, a minor, Petitioners, by their attorneys, LORENZO, GIANVITO & LAVELLE, P.C., and presents the following Petition for Distribution of Settlement Funds of a Minor:

1. On October 11, 2000, Petitioner's counsel filed with your Honorable Court a Petition to Settle and Compromise a Minor's Claim, and an Order was issued by the Court, pursuant to Pa.R.C.P., 2039(b) (2), that settlement funds in the net sum of Fifteen Thousand Nine Hundred Ninety Six and 62/100 (\$15,996.62) Dollars be deposited in an insured depository account on behalf of MCKENZIE MCQUILLEN, a minor, until the said minor reached the age of majority.

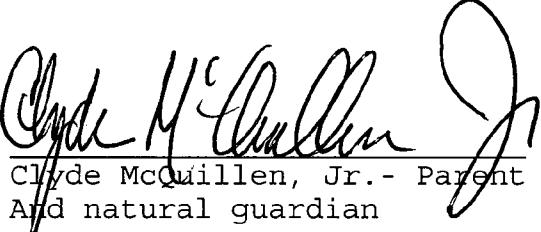
2. Said settlement funds were placed in a Certificate of Deposit with County National Bank, Account #213061, with a maturity date of June 13, 2009.

3. No withdrawals were made against the account as of November 12, 2002, and the current balance in said account is in the sum of \$18,067.01, a copy of which Certificate of Deposit is attached as Exhibit "A".

4. At the time of settlement of this claim a medical bill in the amount of \$3,500.00 from Dr. Jay Arlick was outstanding and it was anticipated the medical bill would be paid by Mr. and Mrs. Clyde McQuillen's medical insurance provider; however it has been determined that no insurance was in place at the time of settlement, and the Petitioners are requesting Court approval to withdraw the sum of \$3,500.00 from the guardianship account to pay Dr. Jay Arlick. A copy of Dr. Arlick's bill is attached as Exhibit "B".

5. A previous hearing was conducted by the Honorable Judge Reilly on May 29, 2003, in this matter; at that time, Judge Reilly requested supplemental information from Dr. Arlick as to whether his bill had been submitted to his insurance carrier. Attached hereto, as Exhibit "C", for the court's information and review, is correspondence dated October 13, 2003 from Dr. Arlick, setting forth that additional information requested by the judge.

WHEREFORE, YOUR Petitioners request your Honorable Court that they be permitted to receive the sum of \$3,500.00 from said guardianship account to pay the statement of Dr. Jay Arlick. All other funds shall remain in the guardianship account until said Petitioner reaches majority.



Clyde McQuillen, Jr.  
Clyde McQuillen, Jr. - Parent  
And natural guardian



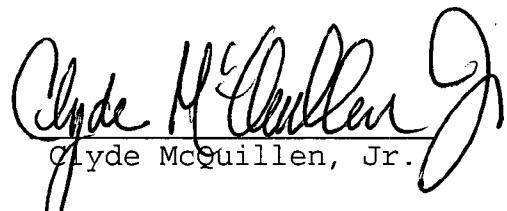
Kristy K. McQuillen  
Kristy K. McQuillen, Parent  
And natural guardian

STATE OF PENNSYLVANIA

SS:

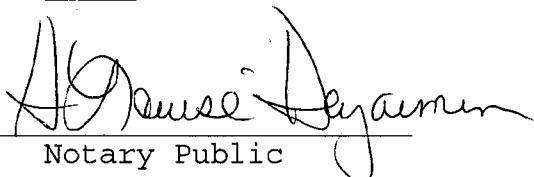
COUNTY OF CLEARFIELD

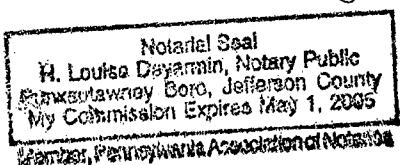
CLYDE MCQUILLEN, JR. AND KRISTY K. MCQUILLEN, husband and wife, and as natural parents and guardians of MCKENZIE MCQUILLEN, a minor, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their information, knowledge and belief.

  
Clyde McQuillen, Jr.

  
Kristy K. McQuillen

Sworn to and subscribed before me  
this 8th day of December, 2003.

  
H. Louise Deyarnin  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CLYDE MCQUILLEN, JR., and  
KRISTY K. MCQUILLEN, husband  
and wife, individually and as  
parents and natural guardians  
of MCKENZIE MCQUILLEN,  
an individual,

Plaintiffs

Vs.

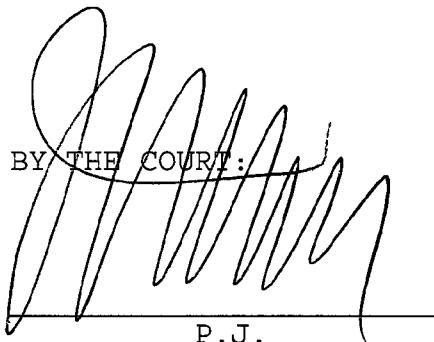
No. 00-804 C.D.

JUNE BAILOR, an individual,

Defendant.

ORDER OF COURT

AND NOW, this 16<sup>th</sup> day of December, 2003, upon  
presentation of the foregoing Petition, it is hereby ORDERED  
AND DECREED that Clyde McQuillen, Jr., and Kristy K. McQuillen,  
husband and wife, and as parents and natural guardians of  
McKenzie McQuillen, a minor, are hereby permitted to  
withdraw the sum of Three Thousand Five Hundred and 00/100  
(\$3,500.00) from said guardianship account to pay the medical  
bill for Dr. Jay A. Arlick.

  
BY THE COURT:  
P.J.

FILED

DEC 10 2003

William A. Shaw  
Prothonotary

**FILED**

3:50pm rec to City Manager  
DEC 10 2003 *W*

William A. Shaw  
Prothonotary

NO WITHDRAWALS PRIOR TO MAJORITY OF  
NONTRANSFERABLE

MCKENZIE MCQUILLEN-DOB [REDACTED] APPROVAL.

NAME MCKENZIE MCQUILLEN

TIN [REDACTED]

NAME CLYDE R. MCQUILLEN JR., GUARDIAN

TIN [REDACTED]

NAME KRISTY K. MCQUILLEN, GUARDIAN

ADDRESS PO BOX 50

HYDE, PA 16843-0050

**CNB**

AUTOMATIC-RENEWING  
CERTIFICATE OF DEPOSIT 6 No. 213061  
Branch No.

NOVEMBER 10, 2000 ISSUE DATE  
21 MONTHS TERM

AUGUST 10, 2002 MATURITY DATE

6.59% (6.73% APY) INTEREST RATE

Mail Check  Growth  Deposit to Acct. #   
 Monthly  Quarterly  Semi-Annual  Annual  At Maturity  
 Interest Payable:  At Maturity  
 Method Payable:  At Maturity

THE SUM \$ 15,996.62 DOLLARS 15,996.62  
HAS DEPOSITED WITH THIS BANK  
payable to any payee upon the return of this certificate properly endorsed on the maturity date with interest thereon at the indicated rate. If this certificate is issued to more than one payee, it is understood and agreed that the certificate belongs to them as joint tenants with the right of survivorship and is payable to either of them or the survivor, and that each payee is agent for the other to give or receive any notices, or take any other action affecting this certificate. This deposit is subject to the regulations of the Federal Reserve Board with respect to time certificates of deposit.  
This certificate will be automatically renewed on the maturity date and on each maturity date thereafter, at the interest rate in effect on the day of maturity for successive terms each equal to the original term of this certificate, unless it is presented for redemption or change within 10 days from the maturity date, if surrendered after the tenth day of any maturity date, an early withdrawal penalty will apply.

MEMBER FDIC. AUTHORIZED SIGNATURE Denise Greene DANISE J. GREENE, LENDING OFFICER  
1501600011037223113501

Exhibit "A"

PLEASE  
DO NOT  
STAPLE  
IN THIS  
AREA

APPROVED OMB 0938-0008

AMERICAN RECLINE  
P.O. Box 5303  
Cincinnati, Ohio 45201

CARRIER

PICA

HEALTH INSURANCE CLAIM FORM

PICA

1. MEDICARE	MEDICAID	CHAMPUS	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG	OTHER	1a. INSURED'S I.D. NUMBER (FOR PROGRAM IN ITEM 1)				
<input type="checkbox"/> Medicare #	<input type="checkbox"/> Medicaid #	<input type="checkbox"/> (Sponsor's SSN)	<input type="checkbox"/> (VA File #)	<input type="checkbox"/> (SSN or ID)	<input type="checkbox"/> (SSN)	<input type="checkbox"/> (ID)	PWY T G 073-2202				
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)				3. PATIENT'S BIRTH DATE MM DD YY			4. INSURED'S NAME (Last Name, First Name, Middle Initial)				
McQuillen, Michael				06 12 91	M	F	Priyor June				
5. PATIENT'S ADDRESS (No., Street)				6. PATIENT RELATIONSHIP TO INSURED			7. INSURED'S ADDRESS (No., Street)				
P.O. Box 50				Self <input type="checkbox"/>	Spouse <input type="checkbox"/>	Child <input checked="" type="checkbox"/>	Other <input type="checkbox"/>				
CITY: Hyde				STATE: OH	CITY			STATE			
ZIP CODE: 46843		TELEPHONE (Include Area Code): (814) 755-8884		ZIP CODE			TELEPHONE (INCLUDE AREA CODE): ( )				
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				10. IS PATIENT'S CONDITION RELATED TO:			11. INSURED'S POLICY GROUP OR FECA NUMBER				
				a. EMPLOYMENT? (CURRENT OR PREVIOUS)			a. INSURED'S DATE OF BIRTH MM DD YY				
				<input type="checkbox"/> YES	<input type="checkbox"/> NO	SEX	M <input type="checkbox"/>	F <input type="checkbox"/>			
				b. AUTO ACCIDENT?			b. EMPLOYER'S NAME OR SCHOOL NAME				
				<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	PLACE (State)	c. INSURANCE PLAN NAME OR PROGRAM NAME				
				c. OTHER ACCIDENT?			d. IS THERE ANOTHER HEALTH BENEFIT PLAN?				
				<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		<input type="checkbox"/> YES	<input type="checkbox"/> NO			
				10d. RESERVED FOR LOCAL USE			13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.				
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.							Signature on File				
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.							SIGNED				
Signature on File							Signature on File				
DATE							SIGNED				
14. DATE OF CURRENT: ILLNESS (First symptom) OR MM DD YY INJURY (Accident) OR PREGNANCY (LMP)				15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY			16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY				
17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE				17a. I.D. NUMBER OF REFERRING PHYSICIAN			18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY				
19. RESERVED FOR LOCAL USE							20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO				
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. (RELATE ITEMS 1,2,3 OR 4 TO ITEM 24e BY LINE)							22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				
3. 873.30 5. 876.0 (L)							23. PRIOR AUTHORIZATION NUMBER				
4. 873.52											
24. A		B	C	D	E	F	G	H	I	J	K
DATE(S) OF SERVICE From MM DD YY To MM DD YY		Place of Service	Type of Service	PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	DIAGNOSIS CODE	\$ CHARGES	DAYS OR UNITS	EPSDT Family Plan	EMG	COB	RESERVED FOR LOCAL USE
8/24/99			OH	07912 eyelid problem (R)	1	1500					
8/24/99			OH	07910 Auto obt lacer (L)	2	500					
8/24/99			OH	07910 nasal bridge	3	500					
8/24/99			OH	07910 frontal lacer (L)	4	500					
8/24/99			OH	07910 eyelid lacer (L)	5	500					
25. FEDERAL TAX I.D. NUMBER		SSN EIN	26. PATIENT'S ACCOUNT NO.		27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. BALANCE DUE			
25-1645051		<input type="checkbox"/> <input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 3500	\$	\$ 3500			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)		32. NAME AND ADDRESS OF FACILITY WHERE SERVICES WERE RENDERED (If other than home or office)		33. PHYSICIAN'S, SUPPLIER'S BILLING NAME, ADDRESS, ZIP CODE & PHONE #							
Signature: Jay L. Arlick, M.D.		Exhibit "B"		JAY L. ARICK, D.M.D., P.C. 109 N. FRONT ST. (214) 765-3533 CLEARFIELD, PA 16830							
DATE 9-3-99											

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

FILED

CC  
m  
10/10/03  
DEC 10 2003

Amy Lorenzo

*W.A. Shaw*

William A. Shaw  
Prothonotary/Clerk of Courts

LORENZO, GIANVITO & LAVELLE, P.C.  
ATTORNEYS AT LAW  
410 WEST MAHONING STREET  
P. O. BOX 495  
PUNXSUTAWNEY, PA 15767  
(814) 938-6390

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**CLYDE MCQUILLEN, JR., and  
KRISTY K. MCQUILLEN, husband  
and wife, individually and as  
parents and natural guardians  
of MCKENZIE MCQUILLEN,  
an individual,**

Plaintiffs

Vs.

**JUNE BAILOR, an individual,**

Defendant.

Type of Case: CIVIL

No. 00-804 C.D.

Type of Pleading -  
**PETITION TO WITHDRAW  
SETTLEMENT FUNDS**

Filed on Behalf of -  
**PLAINTIFF, MCKENZIE  
MCQUILLEN**

Filed by:

**NICHOLAS F. LORENZO, JR., ESQ.  
Pa. I.D. #05864**

LORENZO, GIANVITO & LAVELLE,  
P.C.  
410 W. Mahoning St.  
P.O. Box 495  
Punxsutawney, PA 15767  
(814) 938-6390

**FILED**

**MAY 01 2003**

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**CLYDE MCQUILLEN, JR., and  
KRISTY K. MCQUILLEN**, husband  
and wife, individually and as  
parents and natural guardians  
of **MCKENZIE MCQUILLEN**,  
an individual,

Plaintiffs

Vs.

No. 00-804 C.D.

**JUNE BAILOR**, an individual,

Defendant.

PETITION FOR DISTRIBUTION OF  
SETTLEMENT FUNDS OF A MINOR

AND NOW, comes CLYDE McQUILLEN, JR. AND KRISTY McQUILLEN, as parents and natural guardians of MCKENZIE MCQUILLEN, a minor, Petitioners, by their attorneys, LORENZO & GIANVITO, P.C., and presents the following Petition for Distribution of Settlement Funds of a Minor:

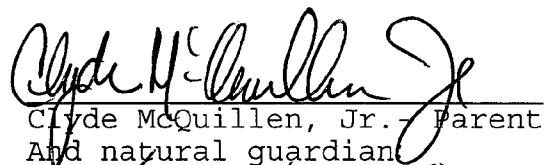
1. On October 11, 2000, Petitioner's counsel filed with your Honorable Court a Petition to Settle and Compromise a Minor's Claim, and an Order was issued by the Court, pursuant to Pa.R.C.P., 2039(b) (2), that settlement funds in the net sum of Fifteen Thousand Nine Hundred Ninety Six and 62/100 (\$15,996.62) Dollars be deposited in an insured depository account on behalf of MCKENZIE MCQUILLEN, a minor, until the said minor reached the age of majority.

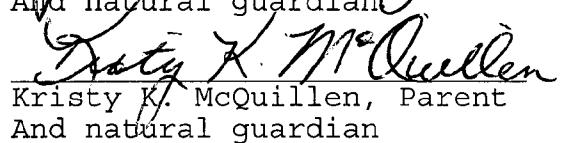
2. Said settlement funds were placed in a Certificate of Deposit with County National Bank, Account # 213061, with a maturity date of June 13, 2009.

3. No withdrawals were made against the account as of November 12, 2002, and the current balance in said account is in the sum of \$18,067.01, a copy of which Certificate of Deposit is attached as Exhibit "A".

4. At the time of settlement of this claim a medical bill in the amount of \$3,500.00 from Dr. Jay Arlick was outstanding and it was anticipated the medical bill would be paid by Mr. and Mrs. Clyde McQuillen's medical insurance provider; however it has been determined that no insurance was in place at the time of settlement, and we are requesting Court approval to withdraw the sum of \$3,500.00 from the guardianship account to pay Dr. Jay Arlick. A copy of Dr. Arlick's bill is attached as Exhibit "B".

WHEREFORE, YOUR Petitioners requests your Honorable Court that they be permitted to receive the sum of \$3,500.00 from said guardianship account to pay the statement of Dr. Jay Arlick. All other funds shall remain in the guardianship account until said Petitioner reaches majority.

  
Clyde McQuillen, Jr. - Parent  
And natural guardian

  
Kristy K. McQuillen, Parent  
And natural guardian

STATE OF PENNSYLVANIA  
SS.  
COUNTY OF CLEARFIELD

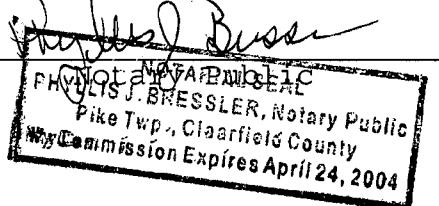
CLYDE MCQUILLEN, JR. AND KRISTY K. MCQUILLEN, husband and wife, and as natural parents and guardians of MCKENZIE MCQUILLEN, a minor, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their information, knowledge and belief.

  
Clyde McQuillen, Jr.

  
Kristy K. McQuillen

Sworn to and subscribed  
before me this 6 day

of MARCH, 2003



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**CLYDE MCQUILLEN, JR., and  
KRISTY K. MCQUILLEN, husband  
and wife, individually and as  
parents and natural guardians  
of MCKENZIE MCQUILLEN,  
an individual,**

Type of Case: **CIVIL**

No. 00-804 C.D.

Plaintiffs

Vs.

**JUNE BAILOR, an individual,**

Defendant.

**ORDER OF COURT**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2003, upon  
presentation of the foregoing Petition, it is hereby ORDERED AND  
DECREEED that Clyde McQuillen, Jr., and Kristy K. McQuillen,  
husband and wife, and as parents and natural guardians of  
McKenzie McQuillen, a minor, are hereby permitted to  
withdraw the sum of Three Thousand Five Hundred and 00/100  
(\$3,500.00) from said guardianship account to pay the medical  
bill for Dr. Jay A. Arlick.

BY THE COURT:

---

P.J.

NO WITHDRAWALS PRIOR TO MAJORITY OF  
**NONTRANSFERABLE**

MCKENZIE MCQUILLEN-DOB [REDACTED] APPROVAL.

**COUNTY NATIONAL BANK**  
Clearfield, PA 16830   
TIN: [REDACTED] NAME: MCKENZIE MCQUILLEN  
NAME: CLYDE R. MCQUILLEN JR., GUARDIAN  
TIN: [REDACTED] NAME: KRISTY K. MCQUILLEN, GUARDIAN  
ADDRESS: PO BOX 50 HYDE, PA 16843-0050

AUTOMATIC-RENEWING  
CERTIFICATE OF DEPOSIT

6 No. 213061  
Branch No.

NOVEMBER 10, 2000 ISSUE DATE  
21 MONTHS TERM  
AUGUST 10, 2002 MATURITY DATE  
6.59% (6.73% APY) INTEREST RATE

Mail Check  Growth  Deposit to Acct. # \_\_\_\_\_  
 Monthly  Quarterly  Semi-Annual  Annual  
 At Maturity  Interest Payable  
 At Maturity  Method Payable  
 At Maturity

**THE SUMT 5 996.00 U.S. (\$ 15,996.62)** DOLLARS \$ 15,996.62

HAS DEPOSITED WITH THIS BANK [REDACTED] HAS DEPOSITED WITH THIS BANK [REDACTED] HAS DEPOSITED WITH THIS BANK [REDACTED]  
Payable to any payee upon the return of this certificate, properly endorsed on the maturity date with interest thereon at the indicated rate. If this certificate is issued to more than one payee, it is understood and agreed that the certificate belongs to them as joint tenants with the right of survivorship and is payable to either of them or the survivor, and that each payee is agent for the other to give or receive any notice, or take any other action affecting this certificate. This deposit is subject to the regulations of the Federal Reserve Board with respect to time certificates of deposit.

This certificate will be automatically renewed on the maturity date and on each maturity date thereafter, at the interest rate in effect on the day of maturity, for successive terms each equal to the original term of this certificate, unless it is presented for redemption or change within 10 days from the maturity date. If surrendered after the tenth day of any maturity date, an early withdrawal penalty will apply.

MEMBER F.D.I.C. AUTHORIZED SIGNATURE: Denise J. Greene DENISE J. GREENE, LENDING OFFICER

Exhibit "A"

1501600010372231135011

PLEASE  
DO NOT  
STAPLE  
IN THIS  
AREA

APPROVED OMB-0938-0008

Amelia Jordan

P.O. Box 5323

Cincinnati, Ohio 45201

CARRIER

PICA

HEALTH INSURANCE CLAIM FORM

PICA												
1. MEDICARE	MEDICAID	CHAMPUS	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG (SSN or ID)	OTHER (SSN) <input type="checkbox"/> (ID) <input checked="" type="checkbox"/>	1a. INSURED'S I.D. NUMBER (FOR PROGRAM IN ITEM 1)					
<input type="checkbox"/> (Medicare #) <input type="checkbox"/> (Medicaid #) <input type="checkbox"/> (Sponsor's SSN) <input type="checkbox"/> (VA File #)							P-1476073-22202 #10374116					
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)				3. PATIENT'S BIRTH DATE MM DD YY			SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	4. INSURED'S NAME (Last Name, First Name, Middle Initial) Priscilla June				
mcQuillen, Michael S.				06/13/91								
5. PATIENT'S ADDRESS (No., Street) P.O. Box 50				6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input checked="" type="checkbox"/> Other <input type="checkbox"/>			7. INSURED'S ADDRESS (No., Street)					
CITY Hyde		STATE PA										
ZIP CODE 16843		TELEPHONE (Include Area Code) (814) 715-8884										
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)												
a. OTHER INSURED'S POLICY OR GROUP NUMBER												
b. OTHER INSURED'S DATE OF BIRTH SEX MM DD YY M <input type="checkbox"/> F <input type="checkbox"/>												
c. EMPLOYER'S NAME OR SCHOOL NAME												
d. INSURANCE PLAN NAME OR PROGRAM NAME												
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (CURRENT OR PREVIOUS) YES <input type="checkbox"/> NO <input type="checkbox"/> b. AUTO ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> PLACE (State) c. OTHER ACCIDENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>												
11. INSURED'S POLICY GROUP OR FECA NUMBER												
a. INSURED'S DATE OF BIRTH MM DD YY M <input type="checkbox"/> F <input type="checkbox"/> b. EMPLOYER'S NAME OR SCHOOL NAME												
c. INSURANCE PLAN NAME OR PROGRAM NAME												
12. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, return to and complete item 9 a-d.												
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. Signature on File												
SIGNED _____ DATE _____												
14. DATE OF CURRENT: ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP) MM DD YY				15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY				
17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE				17a. I.D. NUMBER OF REFERRING PHYSICIAN				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY				
19. RESERVED FOR LOCAL USE												
20. OUTSIDE LAB? \$ CHARGES YES <input type="checkbox"/> NO <input type="checkbox"/>												
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. (RELATE ITEMS 1,2,3 OR 4 TO ITEM 24E BY LINE) 1. 870.0 (R) 3. 873.30 5. 870.0 (L) 2. 873.50 4. 873.52												
22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.												
23. PRIOR AUTHORIZATION NUMBER												
24. A DATE(S) OF SERVICE From MM DD YY To MM DD YY		B Place of Service OH	C Type of Service OH	D PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS   MODIFIER		E DIAGNOSIS CODE (R)	F \$ CHARGES 1500	G DAYS OR UNITS 1	H EPSDT Family Plan EMG	I COB	K RESERVED FOR LOCAL USE	
8/24/99				07912	eyelid ptosis	1						
8/24/99				07910	Lid orbit lac	2	500	-	1			
8/24/99				07910	Nasal bridge	3	500	-	1			
8/24/99				07910	frontal lac	4	500	-	1			
8/24/99				07910	conjunctiva	5	500	-	1			
25. FEDERAL TAX I.D. NUMBER SSN EIN 25-1645051 <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO.		27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		28. TOTAL CHARGE \$ 3500	29. AMOUNT PAID \$	30. BALANCE DUE \$ 3500				
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) JAY L. ARICK, D.M.D., P.C. 109 N. FRONT ST. (214) 765-3533 CLEARFIELD, PA 16830 PIN# RI 460287		32. NAME AND ADDRESS OF FACILITY WHERE SERVICES WERE RENDERED (If other than home or office) Exhibit "B"		33. PHYSICIAN'S, SUPPLIER'S BILLING NAME, ADDRESS, ZIP CODE & PHONE #								
34. APPROVED BY AMA COUNCIL ON MEDICAL SERVICE 8/88 PLEASE PRINT OR TYPE PRINTED ON RECYCLED PAPER												

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

FILED

cc

MAY 01 2003

Lorenzo

CRB

William A. Shaw  
Prothonotary