

01-985-CD
BRUCE D. BLISS et al -vs- YOLANDA J. BLISS

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

BRUCE D. BLISS, parent and
natural guardian of BROOKE D.
BLISS, a minor,

PLAINTIFF,

CIVIL ACTION NO.

01- 985 -CD

v.

YOLANDA J. BLISS,

DEFENDANT.

TYPE OF PLEADING:

CIVIL COMPLAINT

FILED BY:

PLAINTIFF

COUNSEL FOR THIS PARTY:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
814-375-2221
PA I.D.#: 55942

FILED

JUN 21 2001

William A. Shaw
Prothonotary

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

BRUCE D. BLISS, parent and)
natural guardian of BROOKE)
D. BLISS, a minor,)
)
PLAINTIFF,)
)
v.)
)
YOLANDA J. BLISS,)
)
DEFENDANT,)
)

No. 01- _____-CD

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claim 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 judgement may be entered against you by the Court without further notice for any claim in the Complaint or for any other claim or relief requested by the Plaintiffs. 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

BRUCE D. BLISS, parent and natural guardian of BROOKE D. BLISS, a minor,)
PLAINTIFF,)
v.)
YOLANDA J. BLISS,)
DEFENDANT.)
No. 01-_____ -CD

CIVIL COMPLAINT

NOW COMES, the Plaintiff, Bruce D. Bliss, as parent and natural guardian of Brooke D. Bliss, a minor, by and through his counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support his CIVIL COMPLAINT:

Parties

1. Plaintiff is Bruce D. Bliss, who at all material times did, and does, reside at 811 Daisy Street, Clearfield, Clearfield County, Pennsylvania.
2. That Bruce D. Bliss is the father of Brooke D. Bliss, a minor, born on November 18, 1984.
3. That Defendant is Yolanda J. Bliss, who at all material times did, and does, reside at 315 East Market Street, Apartment 4, Clearfield, Clearfield County, Pennsylvania.
4. That Defendant is the mother of Brooke D. Bliss.
5. That Plaintiff and Defendant have joint legal custody of Brooke D. Bliss.

Background

6. That on May 11, 2000, Brooke D. Bliss was a passenger in an automobile, a 1998 Chevrolet Malibu, being driven by Defendant.

7. That Defendant was on State Route 322 and was attempting to turn onto State Route 879, being better known as the Clearfield by-pass.

8. That in her attempt to enter onto State Route 879, Defendant did make a left turn at a point that such a turn was not permitted and such that she entered the by-pass in a way she was travelling in the wrong direction.

9. Upon entering the by-pass in the wrong direction and in attempt to correct her direction of travel, Defendant pulled into the path of another vehicle, a 1999 Subaru Outback, being driven by Sharon Addleman, which was travelling in its proper lane of travel and in the manner permitted.

10. That Defendant's and Addleman's vehicles did collide such that the front end of the Addleman's vehicle did strike Defendant's vehicle in the front driver's side resulting in a "t-bone" type collision.

Count I: Negligence

11. That the averments of paragraphs 1 - 10, inclusive, are hereby incorporated as if again fully set forth at length.

12. That Defendant was negligent in that she:

- (a) failed to travel in a direction on a roadway in the manner designated for travel;
- (b) failed to yield to a vehicle which had the right of way; and
- (c) failed to pay attention to her surroundings and circumstances.

13. That Brooke D. Bliss was injured in said accident, which included a soft tissue injury to her back as well as some minor contusions and abrasions.

14. That as a result of said injuries, Brooke D. Bliss did experience pain and suffering from such normal activities as sitting or standing such that her daily life was effected and could not participate in her normal activities.

15. That as a result of her injuries, Brooke D. Bliss did seek medical treatment which included an emergency room visit and chiropractic treatments.

16. Despite numerous chiropractic visits and treatments, Brooke's injuries did continue such that she did treat with an orthopaedic surgeon who did order, and for which Brooke did receive, physical therapy.

17. That Brooke D. Bliss did experience such severe pain and discomfort for approximately six (6) months at which time she started to receive some relief from her pain which has continued to steadily progress.

18. However, that if Brooke still remains in a static position for too long she still experiences pain.

19. That Brooke's injuries were a direct and proximate result of Defendant's negligence.

20. That Brooke has also suffered out of pocket losses from such injuries which have included expenses for travel to and from the many medical providers for treatment, in an amount to be determined.

21. That Brooke should be compensated for her pain and suffering, in an amount to be determined at time of trial, for her injuries.

Miscellaneous

22. That venue is proper.

23. That jurisdiction is proper.

Wherefore, that Plaintiff requests judgment in his favor and against Defendant, in an amount less than twenty-five thousand dollars (\$25,000) with costs of suit.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

BRUCE D. BLISS, parent and)
natural guardian of BROOKE)
D. BLISS, a minor,)
)
PLAINTIFF,)
)
v.) No. 01- _____ -CD
)
YOLANDA J. BLISS,)
)
DEFENDANT.)
)

VERIFICATION

I, Bruce D. Bliss, parent and natural guardian of Brooke D. Bliss, Plaintiff in the foregoing and attached CIVIL COMPLAINT, state that I have read the same and the information therein contained is true and accurate to the best of my knowledge, information and belief. I further understand that the same is made pursuant to 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.



Bruce D. Bliss, parent and natural
guardian of Brooke D. Bliss, Plaintiff

Made this 21st day of June, 2001.

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

BRUCE D. BLISS, parent and natural guardian of BROOKE D. BLISS, a minor, :
PLAINTIFF, : CIVIL ACTION NO.
v. : 01-985-CD
YOLANDA J. BLISS, :
DEFENDANT. : TYPE OF PLEADING:
: PETITION TO APPROVE A
: SETTLEMENT BY AND ON
: OF A MINOR
: FILED BY:
: PLAINTIFF
: COUNSEL FOR THIS PARTY:
: Theron G. Noble, Esquire
: Ferraraccio & Noble
: 301 East Pine Street
: Clearfield, PA 16830
: 814-375-2221
: PA I.D.#: 55942
: FILED
: JUL 02 2001
: William A. Shaw
: Prothonotary

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

ORDER

AND NOW, this _____ day of _____, 2001, upon
consideration of Plaintiff's PETITION TO APPROVE A SETTLEMENT
BY AND ONBEHALF OF A MINOR, the same is hereby GRANTED, as
follows:

- 1) Plaintiff is hereby authorized to do and perform all steps reasonably necessary to facilitate such settlement as outline in the foregoing PETITION; and
- 2) Distribution as outlined in said PETITION shall also be performed.

By the Court,

Judge

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

BRUCE D. BLISS, parent and)
natural guardian of BROOKE)
D. BLISS, a minor,)
)
PLAINTIFF,)
)
v.)
)
YOLANDA J. BLISS,)
)
DEFENDANT.)
)

SCHEDULING ORDER

AND NOW, this 20th day of July, 2001, it
is hereby ORDERED that hearing on the PETITION TO APPROVE
SETTLEMENT BY AND BEHALF OF A MINOR will be held on the
20th day of July, 2001, at 9:00, A.M.,
at the Clearfield County Courthouse.

By the Court

Judge

FILED

Bob JUL 06 2001
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TO William A. Shaw
Prothonotary
I CERT TO ATT

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

PETITION TO APPROVE A SETTLEMENT
BY AND ON BEHALF OF A MINOR

NOW COMES, Brooke D. Bliss, a minor, by and through her father and natural legal guardian, Bruce D. Bliss, being represented by Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of said PETITION:

The Parties

1. That petitioner is Brooke D. Bliss, born on November 18, 1984, to the union of Brooke D. Bliss and Yolanda J. Bliss.
2. That Defendant is Yolanda J. Bliss, being the mother of Brooke, with address of 315 East market Street, Clearfield, Clearfield County, Pennsylvania.
3. That Bruce D. Bliss and Yolanda J. Bliss have been divorced and do share joint legal custody for Brooke, each of whom Brooke does reside with as per the joint custody arrangement.
4. That Bruce D. Bliss's address is 811 Daisy Street, Clearfield, Clearfield County, Pennsylvania.

Background

5. That on May 11, 2000, Brooke D. Bliss was a passenger in an automobile, a 1998 Chevrolet Malibu, being driven by her mother.

6. That her mother was on State Route 322 and was attempting to turn onto State Route 879, being better known as the Clearfield by-pass.

7. That in her attempt to enter onto State Route 879, her mother did make a left turn at a point that such a turn was not permitted and such that she entered the by-pass in a way she was travelling in the wrong direction.

8. Upon entering the by-pass in the wrong direction and in attempt to correct her direction of travel, her mother pulled into the path of another vehicle, a 1999 Subaru Outback, being driven by Sharon Addleman, which was travelling in its proper lane of travel and in the manner permitted.

9. That her mother's and Addleman's vehicles did collide such that the front end of the Addleman's vehicle did strike her mother's vehicle in the front driver's side resulting in a "t-bone" type collision.

10. That Brooke D. Bliss was injured in said accident, which included a soft tissue injury to her back as well as some minor contusions and abrasions.

11. That Brooke did immediately go to the Clearfield Hospital for treatment.

12. That Brooke did follow up for a period of time with a local chiropractor.

13. That following a period of time, Brooke still was not satisfactory and treated with Dr. Mark Piasio, a local orthopedic surgeon.

14. That Dr. Piasio did recommend and Brooke did perform physical therapy.

15. That following physical therapy, Brooke was released from treatment. A true and correct copy of Dr. Piasio's last report is attached hereto as Exhibit "A".

16. That although Brooke does experience some occasional minor discomfort, it is expected that she has fully recovered and can go back to her normal life including playing basketball next year in school.

Settlement

17. That following some exchange of information, Ms. Bliss's insurance carrier, initially offered \$6,000 for settlement of Brooke's claim.

18. Said offer was rejected and a counter offer of \$7,500 was made, reflecting Plaintiff's counsel opinion of the case including costs of litigation.

19. The same was not accepted by the carrier and a CIVIL COMPLAINT was prepared and filed.

20. That upon the same, the carrier rethought their position and proceeded to offer \$7,500, which was agreeable.

21. That counsel and Bruce D. Bliss believe said sum to be fair and just settlement for the injuries sustained by Brooke in said accident.

22. That said money, after the deduction for attorney fees and costs will be held jointly by Bruce D. and Yolanda J. Bliss for Brooke's benefit, namely for her college education.

23. That a contingency fee agreement was entered into by and between counsel and Bruce D. Bliss providing counsel fees in the amount of 1/3 of the amount recovered. A true and correct copy of said agreement is attached hereto as Exhibit "B".

24. That counsel is agreeable to reducing said percentage to 25% in that this matter was easily resolved, for fees incurred in the amount of \$1,875.

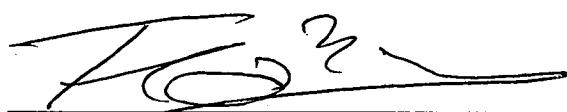
25. That the expenses incurred in this matter totalled \$266.91. These included as follows (i) Dr. Casteel for his medical records (\$75.00); Clearfield Hospital for their medical records (\$36.91); (iii) Dr. Piasio for his medical records (\$75.00); and (iv) William A. Shaw, Prothonotary for filing fee.

26. Counsel advanced these costs.

27. Therefore, the distribution to be made in accordance with averment 22 hereof, will be in the amount of \$5,358.09.

WHEREFORE, Petitioner requests that said settlement and distribution be approved.

Respectfully Submitted,



Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.No.: 55942

BLISS, BROOKE

02-19-01

S: This is a 16 year old girl followed for a soft tissue injury from a motor vehicle accident staying in PT. She is improving. She has been a bit more aggressive with Dan. She is now almost 95 percent better, still has a little bit of residual intermittent discomfort but nothing unusual, really markedly improved.

P: Plan is full activities, return to basketball next year, activities as tolerated. I have advised I don't think this will be a recurring problem and think things should be pretty much under control. We are going to see her back on a PRN basis at this point.

Mark A. Piasio MD
ksf

Exhibit "A"

CONTINGENT FEE AGREEMENT

Provision of Rule 2 of Rules of Court governing the business of courts adopted by the Supreme Court of Pennsylvania for all non-appellate civil courts of record of the Commonwealth of Pennsylvania, effective March 20, 1939:

"Agreement between attorney and client relating to compensation wholly or partly on a contingent basis shall be in writing, executed in duplicate. One executed copy shall be delivered to the client at the time of making the agreement, and the other shall be preserved by the attorney for at least two years after final judgment or settlement of the case. Such agreements shall be subject to inspection by the Court, by the appropriate committee of the Bar Association of the County or of the Court, and by the Board of Governance of the Supreme Court"

Whereas, Bruce D. Bliss, as parent and natural guardian of Brooke D. Bliss, a minor, clients, hereby employ Theron G. Noble, Esquire, Attorney-at-law, of Ferraraccio & Noble, as attorney to negotiate a settlement, institute, conduct, superintend and prosecute to final determination by suit or action, if necessary, a claim arising out of an automobile accident which occurred on May 11, 2000, in Clearfield, Clearfield County, Pennsylvania, against Yolanda J. Bliss, and all other parties with potential liability.

Now therefore, it is hereby agreed as follows:

1. Actual expenses incurred on the business of the client shall be borne by the client, these shall include but not be limited to such things as photocopies, phone tolls, postage, obtaining records, various experts and their opinions, filing fees and travel; and
2. The fees of the attorney shall be contingent as follows:

A. Thirty-three and one-third (1/3) percent of all funds recovered if settled before trial, during trial or after verdict has been rendered in such case, or

B. Forty percent (40%) of gross amount recovered if case is appealed beyond the local or district court.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 7th day of February, 2001.

By:

Bruce D. Bliss
Bruce D. Bliss, Client
as parent and natural guardian
of Brooke D. Bliss

TG
Teron G. Noble, Esquire

FILED

10/24/2011
JULY 2 2011
NOCC

RGS

William A. Shaw
Prothonotary

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

BRUCE D. BLISS, parent and)
natural guardian of BROOKE)
D. BLISS, a minor,)
)
PLAINTIFF,)
)
v.)
)
YOLANDA J. BLISS,)
)
DEFENDANT.)
)

No. 01-985-CD

ORDER

AND NOW, this 7th day of August, 2001,
following hearing on Plaintiff's PETITION TO APPROVE A
SETTLEMENT BY AND ON BEHALF OF A MINOR, the same is hereby
GRANTED, as follows:

- 1) Payment in the amount of \$3,200, shall be made to Bruce D. Bliss, father of the minor, for reimbursement of the automobile and insurance purchased for the minor, subject to the certain ASSIGNMENT, attached hereto as Exhibit "A";
- 2) Payment in the amount of \$2,141.91 shall be made to Theron G. Noble, Esquire, for attorney's fees and costs advanced as per the PETITION; and
- 3) The remaining portion, \$2,158.09, shall be held in a separate account for the minor until she reaches the age of 18 years of age which shall be then be used for her college education in the event she is attending college or so plans to attend; otherwise said funds shall be paid to her upon her reaching the age of 18 years of age.

FILED

AUG 07 2001

William A. Shaw
Prothonotary

By the Court,

Hon. John K. Reilly, Jr., PJ

ACKNOWLEDGEMENT OF ASSIGNMENT OF RIGHTS

KNOW ALL MEN BY THESE PRESENTS, that Bruce D. Bliss, an adult individual, sometimes hereinafter "ASSIGNOR", with address of
~~811~~
805 Daisy Street, Clearfield, Clearfield County, Pennsylvania, and Brooke D. Bliss, being the minor daughter of ASSIGNOR, also of Clearfield, Clearfield County, Pennsylvania, sometimes herinafter "ASSIGNEE"; does hereby consent to the assignment of the rights to title and proceeds thereof, concerning a certain automobile, being a 1993 Ford Taurus, VIN: 1FALP52U8PA224519, hereinafter "automobile";

WHEREAS, ASSIGNEE has received a sum of money for injuries sustained in an automobile accident;

WHEREAS, ASSIGNOR purchased an automobile for ASSIGNEE with the understanding said vehicle would be titled to ASSIGNOR at least until ASSIGNEE reaches the age of 18 years;

WHEREAS, the proceeds of ASSIGNEE's settlement is to be used for the initial purchase and insurance of said automobile; and

WHEREAS, ASSIGNEE needs an automobile for transportation to and from her employment;

NOW THEREFORE, the ASSIGNOR does hereby agree as follows this 23rd day of July, 2001, in exchange for \$1.00, receipt of which is hereby acknowledged, and for love and affection:

1. That upon reaching the age of 18 years of age, said automobile will be titled to ASSIGNEE, upon her demand;
2. That in the event said automobile is sold prior to ASSIGNEE reaching the age of 18 years, the proceeds from such sale shall be added to the remaining funds of her settlement and governed by the COURT ORDER applicable thereto; and
3. In the event said automobile is sold after ASSIGNEE is 18 years of age but title has not been changed, ASSIGNEE shall receive said proceeds therefrom, free and clear of any claim of ASSIGNOR or application of the COURT ORDER.

WHEREFORE, ASSIGNOR does so hereby agree to be bound by this ASSIGNMENT the day first above written.

By Bruce D. Bliss,
ASSIGNOR

Grace D. Bliss

FILED

AUG 07 2001

012:30/MS

William V Shaw

Prob. Off.

4 cent to Atty NOSUR