

01-1296-CD  
DANIELLE R. KING -vs- QUALITY STORES, INC.

Date: 02/03/2005

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 09:36 AM

ROA Report

Page 2 of 2

Case: 2001-01296-CD

Current Judge: Fredric Joseph Ammerman

Danielle R. King vs. Quality Stores, Inc.

Civil Other

Date		Judge
01/13/2005	Order, NOW, this 12th day of Jan., 2005, it is the ORDER of the Court that a status conference in the above-captioned matter has been scheduled for Monday, Jan. 24, 2005 at 11:00 a.m. This shall be done by telephone at the initiation of attorney Mason. BY THE COURT: /s/ Fredric J. Ammerman, President judge. 1CC Attys Gearhart, K. Mason	Fredric Joseph Ammerman ✓
01/27/2005	Order, NOW, this 24th day of Jan., 2005, following status conference, it is the Order of this Court that the above-captioned case be and is hereby DISMISSED, with prejudice. BY THE COURT, /s/ Fredric J. Ammerman, Judge. 1CC Attys: Gearhart, Sheehy	Fredric Joseph Ammerman

Danielle R. King vs. Quality Stores, Inc.

## Civil Other

Date		Judge
08/10/2001	Filing: Civil Complaint Paid by: Gearhart, R. Denning (attorney for King, Danielle R.) Receipt number: 1829807 Dated: 08/10/2001 Amount: \$80.00 (Check) Two CC Attorney Gearhart	No Judge ✓
08/23/2001	Sheriff Returns, Complaint on Quality Stores, Inc. So Answers Chester A. Hawkins by s/Marilyn Hamm \$30.34 pd by Attorney	No Judge ✓
08/24/2001	Miscellaneous Payment: Copy Fee Paid by: Charles D. Sheehy, Esquire Receipt number: 1830268 Dated: 08/24/2001 Amount: \$.25 (Cash)	No Judge ✓
	Miscellaneous Payment: Overage Paid by: Charles D. Sheehy, Esquire Receipt number: 1830268 Dated: 08/24/2001 Amount: \$.75 (Cash)	No Judge ✓
08/27/2001	Praecipe For Entry Of Appearance, on behalf of Defendant Quality Stores, Inc. s/Charles D. Sheehy, Esq. Cert of Service no cc	No Judge ✓
09/19/2001	Notice of Service of Defendant's Interrogatories and Request for Production of Documents Directed to Plaintiff, upon R. Denning Gearhart, Esq. Filed by s/Charles D. Sheehy, Esq. no cc	No Judge ✓
	Answer to Complaint and New Matter. Filed by s/Charles D. Sheehy, Esq. Verification. s/Bob Keck Cert of Svc no cc	No Judge ✓
10/29/2001	Notice of Automatic Stay Pursuant to 11 U.S.C. 362, filed by s/Charles D. Sheehy, Esq. No CC	No Judge ✓
11/06/2001	Answers to Interrogatories. Filed by s/R. Denning Gearhart, Esq. no cc	No Judge ✓
11/01/2004	Motion to Dismiss Based on Bakruptcy Discharge, filed by s/Keith R. Mason, Esq. No CC	No Judge ✓
11/02/2004	Rule to Show Cause, AND NOW, this 2nd day of November, 2004, upon consideration of the attached Motion to Dismiss, a Rule is hereby issued upon Danielle R. King to Show Cause why the Motion to Dismiss should not be granted. Rule Returnable the 22nd day of November, 2004, for filing written response. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1 CC Atty Mason	Fredric Joseph Ammerman ✓
11/05/2004	Affidavit of Service filed. Rule to show cause served by U.S. Mail upon Nov.3, 2004 upon R. Denning Gearhart, Esquire, and Court Administrator Clearfield Co. Motion to Dismiss served by U.S. Mail on Nov. 3, 2004 upon Court Adminstrator, Clfd. Co. On October 29, 2004, Motion to Dismiss was served on plaintiff's counsel by regular U.S. mail. Filed by s/ Keith R. Mason, Esquire. No CC	Fredric Joseph Ammerman ✓
11/22/2004	Answer to Motion to Dismiss Based on Bakruptcy Discharge, filed by s/R. Denning Gearhart, Esq. No CC	Fredric Joseph Ammerman ✓
12/08/2004	AND NOW, this 6th day of December, 2004, Defendant having filed a Motion to Dismiss in the above-captioned matter and Plaintiff having filed an Answer, ti is the Order of this Court that Argument is scheduled for the 16th day of December, 2004, in Courtroom #1. S/FJA 3 CC to Atty. Gearhart.	Fredric Joseph Ammerman ✓
	Certificate of Service, certified copy of the Order scheduling Argument, by mailing to Keith R. Mason, Esquire. Filed by s/ R. Denning Gearhart, Esquire. No CC	Fredric Joseph Ammerman ✓
12/23/2004	AND HOW, this 22nd day of Dec. 2004, it is the Order of the Court that argument on Motion to Dismiss is rescheduled to Feb. 9. 2005. S/FJA 1 CC to Atty Gearhart and K. Mason.	Fredric Joseph Ammerman ✓

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

DANIELLE R. KING,  
Plaintiff

VS.

QUALITY STORES, INC.,  
Defendant

:  
:  
:  
:  
:  
:

NO. 01- 1296 -CD

JURY TRIAL DEMANDED

CASE NUMBER: 01- -CD

TYPE OF CASE: Civil

TYPE OF PLEADING: **COMPLAINT**

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

AUG 10 2001

**William A. Shaw**  
Prothonotary

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

DANIELLE R. KING,	:		
Plaintiff	:		
VS.	:	NO. 01-	-CD
	:		
QUALITY STORES, INC.,	:	JURY TRIAL DEMANDED	
Defendant	:		

**NOTICE TO DEFEND**

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 claimed 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 GET LEGAL HELP.

Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 50-51

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

DANIELLE R. KING,	:		
Plaintiff	:		
VS.	:	NO. 01-	-CD
	:		
QUALITY STORES, INC.,	:	JURY TRIAL DEMANDED	
Defendant	:		

COMPLAINT

AND NOW, comes Plaintiff, by and through her attorney, R. Denning Gearhart, Esquire, who avers as follows:

1. That Plaintiff, DANIELLE R. KING, is an adult individual residing at 502 East Tenth Street, Apt. 2, Clearfield, Clearfield County, Pennsylvania 16830.
2. That Defendant is QUALITY STORES, INC. with its main office located at 455 E. Ellis Road, P.O. Box 3315, Muskegon, Michigan 49443-3315.
3. That on or about September 7, 2000 Plaintiff was walking down the aisle of Quality Farm & Fleet, a branch of Defendant Quality Stores, Inc., located at R.R. #2, Wolf Run, River Road, Clearfield, Clearfield County, Pennsylvania when a lawn tractor tire weighing approximately 25 pounds fell from a shelf approximately 8 feet high and struck Plaintiff on the back of her head.
4. That as a result of that incident, Plaintiff's injuries were/are as follows:
  - i. Severe Concussion;
  - ii. Amnesia;
  - iii. Constant severe chronic headaches;
  - iv. Episodic vertigo;
  - v. Chronic pain between shoulder blades;

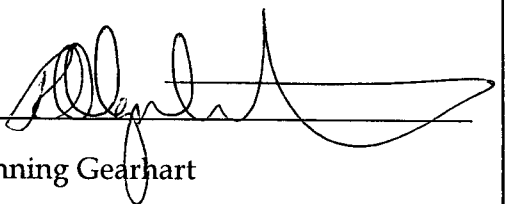
- vi. Stiff and painful neck;
- vii. Exacerbation of preexisting depression;
- viii. Memory loss;
- ix. Cognitive function loss;
- x. Neurological impairment;
- xi. Weakened left hand with poor simple motoric speed;
- xii. Poor delayed memory and attention difficulties;
- xiii. Lost wages in excess of \$824.00;
- xiv. Medical costs in excess of \$2,600.00;
- xv. Court costs and attorney's fees to be more specifically outlined at trial; and
- xvi. Ongoing severe pain, suffering, anguish, depression and inconvenience.

5. That the above referenced tire was negligently stored on the shelf without proper anchor or other efforts to secure said tire and prevent it from falling onto the Defendant's customers/business invitees.

6. That the above-mentioned injuries would not have occurred to the Plaintiff but for the negligence of Defendant.

**WHEREFORE**, Plaintiff seeks damages against the Defendant in an amount in excess of \$20,000.00, together with court costs and attorney's fees.

Respectfully submitted,




R. Denning Gearhart

Attorney for Plaintiff

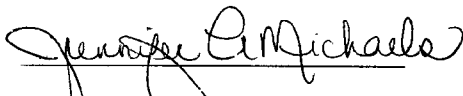

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

AFFIDAVIT

Before me, the undersigned officer, personally appeared DANIELLE R. KING, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
Danielle R. King

SWORN TO and subscribed  
before me this 6<sup>th</sup> day  
of August, 2001.



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
NO. 01-  
-CD

DANIELLE R. KING,  
Plaintiff  
VS.  
QUALITY STORES, INC.,  
Defendant

COMPLAINT

FILED  
AUG 11 2011  
Att. pd  
\$80.00  
William A. Sisco  
Prothonotary  
R. Denning Gearhart

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11353

KING, DANIELLE R.

01-1296-CD

VS.

QUALITY STORES, INC.

**COMPLAINT**

**SHERIFF RETURNS**

NOW AUGUST 14, 2001 AT 10:36 AM DST SERVED THE WITHIN COMPLAINT ON  
QUALITY STORES, INC., DEFENDANT AT EMPLOYMENT, QUALITY FARM & FLEET,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEFF HUBERT,  
MANAGER (P.I.C.) A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT  
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**

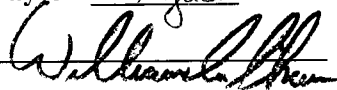
Cost Description

20.34 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

**Sworn to Before Me This**

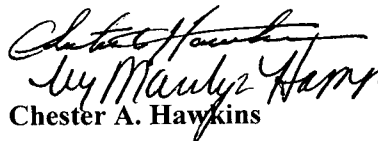
23<sup>rd</sup> Day Of August 2001



WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

**So Answers,**



Chester A. Hawkins  
Sheriff

FILED  
01/10:43 PM  
AUG 23 2001  
William A. Shaw  
Prothonotary

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

DANIELLE R. KING,

Plaintiff

No. 01-1296-CD

v.

QUALITY STORES, INC.,

Defendant

**PRAECIPE FOR ENTRY OF  
APPEARANCE**

Filed on Behalf of Defendant:  
Quality Stores, Inc.

Counsel of Record for this Party:

CHARLES D. SHEEHY, ESQUIRE  
PA Id. 29186

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

**JURY TRIAL DEMANDED**

**FILED**

AUG 27 2001

miss. 4016cc  
William A. Shaw  
Prothonotary



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

DANIELLE KING,

Plaintiff

v.

No. 01-1296-CD

QUALITY STORES, INC.,

Defendant

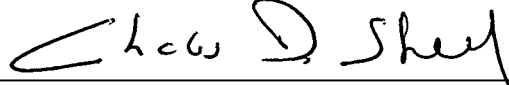
**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance for defendant, Quality Stores, Inc., in the above-captioned case.

JURY TRIAL DEMANDED

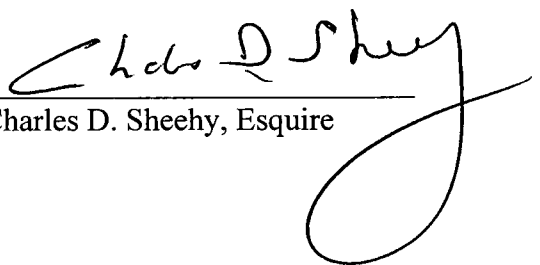
SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

  
\_\_\_\_\_  
CHARLES D. SHEEHY, ESQUIRE  
Attorney for Defendant  
Quality Stores, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on August 22, 2001, a true and correct copy of the within Praecipe for Entry of Appearance was served by United States mail, postage prepaid, to and upon the following:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
Charles D. Sheehy, Esquire

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

DANIELLE R. KING,

Plaintiff

No. 01-1296-CD

v.

QUALITY STORES, INC.,

Defendant

**NOTICE OF SERVICE OF  
INTERROGATORIES AND REQUEST  
FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO PLAINTIFF**

Filed on Behalf of Defendant:  
Quality Stores, Inc.

Counsel of Record for this Party:

CHARLES D. SHEEHY, ESQUIRE  
PA Id. 29186

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

**JURY TRIAL DEMANDED**

**FILED**

SEP 19 2001  
6/13/11/2001  
William A. Shaw  
Prothonotary



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

DANIELLE KING,

Plaintiff

v.

No. 01-1296-CD

QUALITY STORES, INC.,


Defendant


**NOTICE OF SERVICE OF DEFENDANT'S INTERROGATORIES AND  
REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFF**

I, Charles D. Sheehy, Esquire, hereby certify that I served Defendant's Interrogatories and Request for Production of Documents Directed to Plaintiff, Danielle R. King, on the following party, by first class mail, postage prepaid, this 17th day of September, 2001.

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

  
\_\_\_\_\_  
CHARLES D. SHEEHY, ESQUIRE  
Attorney for Defendant, Quality Stores, Inc.



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

DANIELLE R. KING,

Plaintiff

No. 01-1296-CD

v.

QUALITY STORES, INC.,

Defendant

**ANSWER TO COMPLAINT AND  
NEW MATTER**

Filed on Behalf of Defendant:  
Quality Stores, Inc.

Counsel of Record for this Party:

CHARLES D. SHEEHY, ESQUIRE  
PA Id. 29186

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200


**JURY TRIAL DEMANDED**

TO: Plaintiff

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN  
RESPONSE TO THE ENCLOSED ANSWER AND NEW MATTER  
WITHIN TWENTY (20) DAYS FROM SERVICE HEREOF OR A  
JUDGMENT MAY BE ENTERED AGAINST YOU.

Sheehy, Mason & Hitson

BY:

  
CHARLES D. SHEEHY, ESQUIRE  
ATTORNEY FOR DEFENDANT  
QUALITY STORES, INC.

**FILED**

SEP 19 2001

0111311000  
William A. Shaw  
Prothonotary





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

DANIELLE KING,

Plaintiff

v.

No. 01-1296-CD

QUALITY STORES, INC.,

Defendant

**DEFENDANT'S ANSWER TO COMPLAINT AND NEW MATTER**

AND NOW comes defendant, Quality Stores, Inc., by its attorney, Charles D. Sheehy, Esquire, and files the following Answer and New Matter in response to plaintiff's Complaint:

**ANSWER**

1. After reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 1 of plaintiff's Complaint.
2. Paragraph 2 of plaintiff's Complaint is admitted.
3. After reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 3 of plaintiff's Complaint.
4. After reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 4 and subparagraphs (i) through (xvi) of plaintiff's Complaint regarding the nature and severity of plaintiff's alleged injuries and damages. To the extent plaintiff avers that her alleged injuries and damages were the result of any negligence or other improper conduct on the part of this defendant, said averments are

conclusions of law to which no response is necessary. To the extent that a response is required, said averments are denied pursuant to Pa.R.C.P. No. 1029(e).

5. Paragraph 5 of plaintiff's Complaint contains conclusions of law to which no response is necessary. To the extent that a response is required, said averments are denied pursuant to Pa.R.C.P. No. 1029(e).

6. Paragraph 6 of plaintiff's Complaint contains conclusions of law to which no response is necessary. To the extent that a response is required, said averments are denied pursuant to Pa.R.C.P. No. 1029(e).

WHEREFORE, defendant, Quality Stores, Inc., respectfully requests that plaintiff's Complaint be dismissed with prejudice, that judgment be entered in favor of defendant and against plaintiff, that defendant be awarded attorney's fees, costs of suit and such other and further relief as the Court deems just and proper.

#### **NEW MATTER**

For a further and more specific Answer, defendant, Quality Stores, Inc., sets forth the following New Matter pursuant to Rule 1030 of the Pennsylvania Rules of Civil Procedure:

7. Under the facts and circumstances of this case, defendant owed no duty of care to the plaintiff.

8. The defendant's premises were in good, proper and reasonable condition at the time of the alleged occurrence and therefore plaintiff is barred from recovery.

9. Defendant did not know and did not have reason to know that an alleged condition existed on its premises and that the alleged condition involved an unreasonable risk of harm to plaintiff.

10. The condition of defendant's premises, in or near the vicinity of the alleged occurrence, did not create or constitute a dangerous or hazardous condition of or on defendant's premises and plaintiff is therefore barred from recovery.

11. Under the facts and circumstances of this case, defendant was under no duty to warn plaintiff of the condition of its premises and therefore plaintiff is barred from recovery.

12. The condition of defendant's premises was open and obvious to plaintiff and others using or intending to use the premises and therefore plaintiff is barred from recovery.

13. Defendant pleads as a total and/or partial defense to this action the doctrines of contributory negligence, comparative negligence and assumption of the risk by plaintiff.

14. The conduct of this defendant was not the legal and proximate cause of the occurrence, giving rise to the instant lawsuit and plaintiff is therefore barred from recovery.

15. On information and belief, the conduct of this defendant, even if proven negligent, which negligence is denied, was the remote cause of the occurrence, giving rise to the instant lawsuit and plaintiff is therefore barred from recovery.

16. On information and belief, the conduct of others whose identity may become known through discovery and litigation of this lawsuit and not this defendant was the sole and proximate and/or contributory cause of the occurrence giving rise to the instant lawsuit and plaintiff is therefore barred from recovery.

17. On information and belief, the conduct of others whose identity may become known through discovery and litigation of this lawsuit, and not this defendant was the sole and proximate intervening and/or superseding cause of the occurrence giving rise to the instant lawsuit and plaintiff is therefore barred from recovery.

18. On information and belief, the alleged injuries and damages of plaintiff were not proximately caused by this defendant and plaintiff is therefore barred from recovery.

19. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

20. On information and belief, the alleged injuries and damages of plaintiff are unforeseeable consequential damages and plaintiff is therefore barred from recovery.

WHEREFORE, defendant, Quality Stores, Inc., respectfully requests that plaintiff's Complaint be dismissed with prejudice, that judgment be entered in favor of defendant and against plaintiff, that defendant be awarded attorney's fees, costs of suit and such other and further relief as the Court deems just and proper.

**JURY TRIAL DEMANDED**

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222

A handwritten signature in black ink, appearing to read "Charles D. Sheehy", written over a horizontal line.

CHARLES D. SHEEHY, ESQUIRE  
Attorney for Defendant, Quality Stores, Inc.

**VERIFICATION**


I, Bob Keck, having the authority to make this Verification on behalf of Quality Stores, Inc. and subject to the penalties contained in 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, state that the facts set forth in the foregoing Answer to Complaint and New Matter are true and correct to the best of my knowledge, information, and belief.

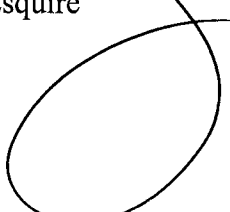
  
\_\_\_\_\_  
Bob Keck

**CERTIFICATE OF SERVICE**

I hereby certify that on September 17, 2001, a true and correct copy of the within Answer to Complaint and New Matter was served by United States mail, postage prepaid, to and upon the following:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
Charles D. Sheehy, Esquire



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

DANIELLE R. KING,

Plaintiff

No. 01-1296-CD

v.

QUALITY STORES, INC.,

Defendant

***NOTICE OF AUTOMATIC STAY  
PURSUANT TO 11 U.S.C. 362***

Filed on Behalf of Defendant:  
Quality Stores, Inc.

Counsel of Record for this Party:

CHARLES D. SHEEHY, ESQUIRE  
PA Id. 29186

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

**FILED**

OCT 29 2001  
mlll3ncc  
William A. Shaw  
Prothonotary

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

DANIELLE KING,

Plaintiff

v.

No. 01-1296-CD

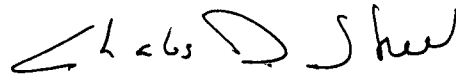
QUALITY STORES, INC.,

Defendant

**NOTICE OF AUTOMATIC STAY PURSUANT TO 11 U.S.C. 362**

PLEASE TAKE NOTICE that an Involuntary Petition for Bankruptcy was filed against Quality Stores, Inc. in the United States Bankruptcy Court for the Western District of Michigan at Case #01-10662 on October 20, 2001. Pursuant to 11 U.S.C. 362, all litigation against Quality Stores, Inc. is automatically stayed.

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222




CHARLES D. SHEEHY, ESQUIRE  
Attorney for Defendant, Quality Stores, Inc.

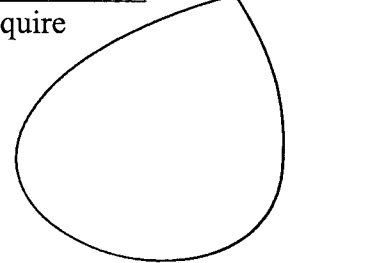


**CERTIFICATE OF SERVICE**

I hereby certify that on October 26, 2001, a true and correct copy of the within Notice of Automatic Stay Pursuant to 11 U.S.C. 362, was served by United States mail, postage prepaid, to and upon the following:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
Charles D. Sheehy, Esquire



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DANIELLE R. KING,  
Plaintiff

vs.

QUALITY STORES, INC.,  
Defendant

:  
:  
:  
:  
:  
:  
:

No. 01- 1296 -CD

CASE NUMBER: 01- 1296 -CD

TYPE OF CASE: CIVIL

TYPE OF PLEADING: ANSWERS TO INTERROGATORIES

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, Pa., 16830  
(814) 765-1581

**FILED**

NOV 06 2001

Shawn  
C. Montgomery

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DANIELLE R. KING,	:	
Plaintiff	:	
	:	
vs.	:	No. 01- 1296 -CD
	:	
QUALITY STORES, INC.,	:	
Defendant	:	

CASE NUMBER: 01- 1296 -CD

TYPE OF CASE: CIVIL

TYPE OF PLEADING: ANSWERS TO INTERROGATORIES

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, Pa., 16830  
(814) 765-1581

**FILED**

NOV 06 2001

Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DANIELLE R. KING,	:	
Plaintiff	:	
	:	
vs.	:	No. 01-1296 -CD
	:	
QUALITY STORES, INC.,	:	
Defendant	:	

AND NOW, comes Plaintiff, by and through her attorney, R. Denning Gearhart, Esquire, who Answer Defendant's Interrogatories as follows:

1.
  - (a) Danielle Ruth King;
  - (b) 502 East Tenth Street, Clearfield, PA 16830 - 2001 - 1999  
706 Sheridan Drive, Clearfield, PA 16830 - 1998 - 1996  
334 Turnpike Avenue, Clearfield, PA 16830 - 1995 - 1982
  - (c) March 4, 1982 - Clearfield Hospital, Turnpike Ave., Clearfield, PA
  - (d) 169-68-5417
  - (e) Plaintiff is single and has no children, and therefore, Answers (f) - (h) are not applicable.
2. August 1996 - June 2000: Clearfield Area High School, P. O. Box 55, Clearfield, Pa., 16830, Graduated June 2, 2000 - College Prep Program  
  
August 2001 - Present: Mount Aloysius College, 11 College Drive, Cresson, Pa., 16630, 1st year of college - Sign Language/Interpreter Training Program
3.
  - (a) Kurtz Bros., 400 Reed Street, Clearfield, PA, (814-765-6561
  - (b) Factory worker - summer of 2000 - September 7, 2000
  - (c) Packed shipping orders
  - (d) \$5.15 per hour
  - (e) Full time - 40 hours weekly
  - (f) Left date of accident - September 7, 2000
  - (g) Injury related
  - (h) Yes - Doctor discharged from work

Plaintiff waitressed at Hedge's Restaurant, Clearfield, Pa., 765-7441 from March through May of 2000 at a pay rate of \$2.83 per hour, plus tips. She worked on an as needed basis, and left for personal reasons.

4. Plaintiff left employment at Kurtz Bros. as of September 7, 2000 -October 6, 2000 - lost wages in excess of \$824.00. Plaintiff's job would have ended on October 6, 2000. Due to the accident, she could not return to work. She had no other work or activities during this period. She was not compensated for her time off from work, nor did she receive any other compensation.
5. Acknowledgement executed.
6. Not applicable.
7. Please refer to the averments in the Complaint and the medical records.
8. Not applicable.
9. American Sign Language Club, Mount Aloysius College, 886-6515 9/1 - Present Student Representative Council, Mount Aloysius
10. Plaintiff suffered/suffers from depression and anxiety from 1998 to present. Her depression increased as a result of this accident.

Plaintiff's psychological problems are strictly confidential and irrelevant to this lawsuit, and she refuses to execute a release for said records.

11. Plaintiff had her tonsils removed by Dr. Plotnik of the Clearfield Hospital on September 1, 2000. She also had sinus surgery performed by Dr. Kao at the Clearfield Hospital in the 1990's.
12. Plaintiff sprained her ankle in 5th grade and used crutches for a short period of time. She is unable to remember further specifics.
13. Not applicable.
14. Dr. YH Kao, 807 Turnpike, Clearfield, PA 768-5110  
Dr. Erick Plotnik, 807 Turnpike, Clearfield, 768-5110  
Dr. Sherri Sorter-Thompson, 807 Turnpike, Clearfield, 768-7619  
Dr. Lague, 500 Turnpike, Clearfield, 765-2870  
Clearfield Hospital, Turnpike, Clearfield, 765-5341
15. Not applicable.
16. Plaintiff's psychological problems are strictly confidential and irrelevant to this lawsuit, and she refuses to execute a release for said records.
17. Not applicable.
18. Not applicable.

19. Not applicable.
20. Plaintiff was with her boyfriend looking for car parts.
21. Plaintiff arrived at Defendant's in the early evening of September 7, 2000.
22. Brandon Rowles, 478 East Ninth Street, Clearfield, PA, 16830, telephone unlisted.
23. Plaintiff and Mr. Rowles were looking at car accessories for approximately 30 seconds.
24. Plaintiff and Mr. Rowles were walking down the aisle.
25. Plaintiff cannot recall. As a result of this injury, she sustained major memory loss.
26. The ambulance attendants (names unknown) stated that it was a lawn tractor tire, estimated its weight and distance it fell. Mr. Rowles witnessed the incident.
27. Please see the answer to the foregoing Interrogatory.
28. Please see the answer to 26.
29. Plaintiff's injuries are outlined in paragraph 5 of her Complaint. As a convenience, they also follow:  
  
Amnesia;  
Constant severe chronic headaches;  
Episodic vertigo;  
Chronic pain between shoulder blades;  
Stiff and painful neck;  
Exacerbation of preexisting depression;  
Memory loss;  
Cognitive function loss;  
Neurological impairment  
Severe concussion;  
Weakened left hand with poor simple motoric speed;
30. Brandon Rowles, 478 East Ninth St., Clearfield, PA
31. Brandon Rowles, an employee and manager of Defendant and ambulance attendants.
32. I am not certain; I may have been on antibiotics from the tonsil surgery.

33. Plaintiff was transferred from Defendant's premises by ambulance attendants to the Clearfield Hospital. Please see the Complaint filed in this matter and the medical records for the remainder of the answers to item 34.
34. Plaintiff does not know if any investigation has been made.
35. Plaintiff does not know the answer to this question.
36. Brandon Rowles, employees of Defendant and ambulance attendants.
37. Plaintiff does not know whom her attorney may call at trial.
38. Plaintiff does not have any knowledge regarding this Interrogatory.
39. Plaintiff does not have any knowledge regarding this Interrogatory.
40. Plaintiff does not have any knowledge regarding this Interrogatory.
41. Plaintiff does not have any knowledge regarding this Interrogatory.
42. Plaintiff does not have any knowledge regarding this Interrogatory.
43. Plaintiff does not have any knowledge regarding this Interrogatory.
44. Plaintiff does not have any knowledge regarding this Interrogatory.
45. Plaintiff does not have any knowledge regarding this Interrogatory.
46. Plaintiff does not have any knowledge regarding this Interrogatory.
47. Please refer to the medical records - an acknowledgment has been executed.
48. There is no disfigurement.
49. Dr. Sherri Sorter-Thompson, 807 Turnpike, Clearfield, 768-7619  
Please refer to the medical records for the remainder of this Interrogatory.
50. Plaintiff has not been hospitalized since the injury.
51. Not applicable.
52. Therapy Works of Clearfield Hospital, Route 879, Clearfield, PA - 765-7331. Dr. Sorter-Thompson referred plaintiff.  
Please refer to the medical records for the remainder of this Interrogatory.
53. Please refer to the Complaint filed in this matter and the medical records.

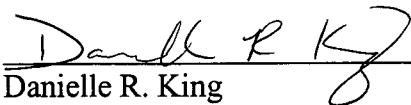
54. Please refer to the Complaint filed in this matter and the medical records.
55. Not applicable.
56. Paxill - 20 mg - one daily - Clearfield MH/MR, Clearfield, Pa., Clearfield Pharmacy, Clearfield, Pa.
57. The answer to this Interrogatory is strictly confidential and irrelevant to this matter.
58. Not applicable.
59. Please see the answer to 29 and the medical records.
60. Plaintiff would like her attorney to answer this.
61. Plaintiff had insurance through Keystone West, but she is unsure what was covered.
62. Plaintiff has never been charged with any criminal offenses.
63. Patricia King, mother; Sherry Greenland, Assistant to R. Denning Gearhart.



**VERIFICATION**

I, Daniel R. King, subject to the penalties of 18 Pa.C.S. 4904 and pursuant to Rule 4006 of the Pennsylvania Rules of Civil Procedure, do hereby state and verify that I have answered the within Interrogatories and Request for Production of Documents, and the answers set forth are true and correct to the best of my knowledge, information and belief.

10/27/01  
Date \_\_\_\_\_

  
\_\_\_\_\_  
Danielle R. King

Pursuant to Rule 4006 of the Pennsylvania Rules of Civil Procedure, I do hereby state that I am the attorney for plaintiff and I have made objections to the following numbered Interrogatories:

\_\_\_\_\_  
Date

\_\_\_\_\_  
R. Denning Gearhart, Esquire

FILED

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01530611000  
William A. Shaw  
Prothonotary

*WAS*

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIELLE R. KING,

CIVIL DIVISION

Plaintiff,

vs.

No. 01-1296-CD.

QUALITY STORES, INC.,

**MOTION TO DISMISS BASED ON  
BANKRUPTCY DISCHARGE**

Defendant.

Filed on Behalf of Defendants:  
Quality Stores, Inc.

Counsel of Record for this Party:

KEITH R. MASON, ESQUIRE  
PA ID # 41118

LAW OFFICES OF C. PETER HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

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NOV 01 2004  
William A. Shaw  
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIELLE R. KING,

CIVIL DIVISION

Plaintiff,

vs.

No. 01-1296-CD

QUALITY STORES, INC.,

Defendant.

**MOTION TO DISMISS BASED ON BANKRUPTCY DISCHARGE**

AND NOW, comes defendant, Quality Stores, Inc., by its attorney, Keith R. Mason, Esquire and files the following Motion to Dismiss Based on Bankruptcy Discharge, averring in support thereof the following:

1. This case is pending before your Honorable Court relevant to a personal injury action filed by Danielle R. King via a Complaint on August 10, 2001.
2. On August 22, 2001, counsel entered an appearance on behalf of defendant Quality Stores, Inc.
3. On October 26, 2001, defendant provided the court notice of automatic stay pursuant to 11 U.S.C. 362, involving an involuntary Petition for Bankruptcy filed against the defendant and the United States Bankruptcy Court for the Western District of Michigan. A true and correct copy of the Notice of Automatic Stay is attached hereto and marked as Exhibit "A."
4. To date, plaintiff has not sought relief through the Bankruptcy Court to lift the aforementioned stay.

5. Attached hereto are true and correct copies of an *Order Confirming First Amended Joint Plan of Reorganization of the Debtors Under Chapter 11 of the Bankruptcy Code* signed by the Honorable James D. Gregg of the United States Bankruptcy Court for the Western District of Michigan, Southern Division, on May 3, 2002 (hereinafter referenced as the “2002 order”), and an *Order Modifying and Clarifying Stipulations and Orders With Respect to Lifting the Automatic Stay and Post-Confirmation Injunction*, also executed by Judge Gregg on February 20, 2003 (hereinafter referenced as the “2003 order”). The orders of the Bankruptcy Court are attached as Exhibits “B” and “C”, respectively.

6. Pursuant to the 2002 order:

*I. Injunction*

*Except as otherwise expressly provided in the Plan, all Entities who have held, hold or may hold Claims or Interests are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Interest against the Debtors, their estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee or its members; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, their estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee or its members; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, their estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee and its members against the property or interests in property of the Debtors and (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or against the property of the Debtors, their estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee or its members, with respect to any such Claim or Interest; provided that the foregoing injunction shall not enjoin the prosecution of Claims or causes of action against former officers or directors of the Debtors who did not serve in such capacity as of the Effective Date. Nothing contained in the Plan or this Confirmation Order shall prohibit or restrain the prosecution of any Claims, Causes of Action or Rights of Action against the Debtors' present or former directors and officers based on acts, events or omissions occurring before the Commencement Date.*

*With respect to the matters within the scope of Section L(xx) herein, all Persons and Entities shall be and are permanently enjoined from commencing or continuing any such action except in the Court and the Court shall retain exclusive jurisdiction over such matters.*

\*\*\*\*\*

N. *Discharge*

*Except as otherwise provided herein: (1) the rights afforded in the Plan and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, discharge and release of such Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Commencement Date, against the Debtors, or any of their assets or properties, (2) on the Effective Date, all such Claims against and Equity Interests shall be satisfied, discharged and released in full and (3) all Persons and Entities shall be precluded from asserting against the Debtors, their successors or their assets or properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date, except as otherwise provided in the Plan.*

7. Pursuant to the 2003 order:

*ORDERED that the Stipulations described in the Motion and previously entered by the Court shall be and are hereby amended to provide specifically that: (i) the Claimants' right to payment of the deductible portion of their claim is limited solely to an unsecured claim to be paid by the Debtors under Debtors' Plan and the Claimants shall not have any rights or recourse against the Carriers for the deductible portion of their claim; (ii) that the Carrier shall have no duty or right to pay the deductible portion of the claims of the claimants for or on behalf of the Debtors; and (iii) that the Carriers have no right to seek reimbursement from the Debtors or the Letter of Credit Proceeds for any amount of such deductibles paid to the Claimants in violation of this Order.*

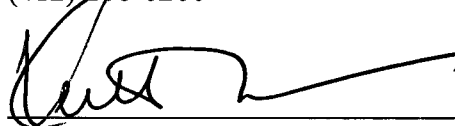
8. The insurance carrier has no duty or obligation to pay any deductible portion of claim for or on behalf of Quality Stores, Inc. and any claim under the deductible portion is limited to an unsecured claim to be paid under the debtor's plan. There is no right of recourse against the insurance carrier.

9. The policy with regard to the claim brought by the plaintiff contained at a minimum a \$50,000.00 deductible whereby the same would be subject to the bankruptcy estate. (Exhibit "D"). The deductible would therefore be treated as an unsecured credit under the reorganization plan.

10. It is respectfully submitted that the orders of the Bankruptcy Court act as a discharge of the claims and obligations of the defendant as to the plaintiff's unsecured claims.

WHEREFORE, defendant requests this Honorable Court dismiss the above case pursuant to the discharge of the Bankruptcy Court.

LAW OFFICES OF C. PETER HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

A handwritten signature in black ink, appearing to read 'Keith R. Mason', is written over a horizontal line.

KEITH R. MASON, ESQUIRE  
Attorney for Defendant, Quality Stores, Inc.

# ***EXHIBIT “A”***



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

DANIELLE R. KING,

Plaintiff

No. 01-1296-CD

v.

QUALITY STORES, INC.,

Defendant

***NOTICE OF AUTOMATIC STAY  
PURSUANT TO 11 U.S.C. 362***

Filed on Behalf of Defendant:  
Quality Stores, Inc.

Counsel of Record for this Party:

CHARLES D. SHEEHY, ESQUIRE  
PA Id. 29186

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

**FILED**

OCT 29 2001

*m. h. 3g*  
A. Shaw  
Notary

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

DANIELLE R. KING,

Plaintiff

No. 01-1296-CD

v.

QUALITY STORES, INC.,

Defendant

***NOTICE OF AUTOMATIC STAY  
PURSUANT TO 11 U.S.C. 362***

Filed on Behalf of Defendant:  
Quality Stores, Inc.

Counsel of Record for this Party:

CHARLES D. SHEEHY, ESQUIRE  
PA Id. 29186

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

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

DANIELLE KING,

Plaintiff

v.

No. 01-1296-CD

QUALITY STORES, INC.,

Defendant

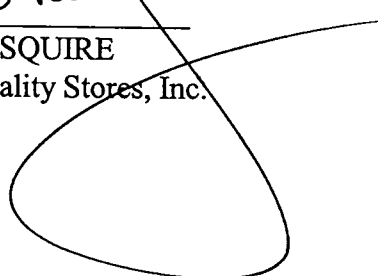
**NOTICE OF AUTOMATIC STAY PURSUANT TO 11 U.S.C. 362**

PLEASE TAKE NOTICE that an Involuntary Petition for Bankruptcy was filed against Quality Stores, Inc. in the United States Bankruptcy Court for the Western District of Michigan at Case #01-10662 on October 20, 2001. Pursuant to 11 U.S.C. 362, all litigation against Quality Stores, Inc. is automatically stayed.

SHEEHY, MASON & HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222




CHARLES D. SHEEHY, ESQUIRE  
Attorney for Defendant, Quality Stores, Inc.

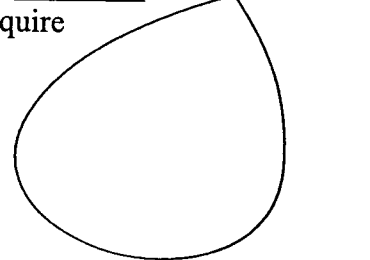


**CERTIFICATE OF SERVICE**

I hereby certify that on October 26, 2001, a true and correct copy of the within Notice of Automatic Stay Pursuant to 11 U.S.C. 362, was served by United States mail, postage prepaid, to and upon the following:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
Charles D. Sheehy, Esquire



***EXHIBIT “B”***

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>Quality Stores, Inc., et al.,<sup>1</sup></b>	)	<b>Case No. GG-01-10662</b>
	)	<b>(Jointly Administered)</b>
<b>Debtors.</b>	)	
	)	<b>Hon. James D. Gregg</b>

**ORDER CONFIRMING FIRST AMENDED JOINT PLAN OF  
REORGANIZATION OF THE DEBTORS UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE**

An involuntary petition (the "Involuntary Petition") having been filed on October 20, 2001 (the "Involuntary Date"), against Quality Stores, Inc. ("QSI") by Century Funding Ltd., Century Funding Corp., Triton CBO III Limited, Triton CBO IV Limited and Pacholder High Yield Fund, Inc. (the "Petitioning Creditors"). On November 1, 2001 (the "Commencement Date"), (i) QSI having answered the Involuntary Petition and consented to the entry of an order for relief and (ii) the remaining Debtors having commenced voluntary chapter 11 cases before this Court. Contemporaneously therewith, the Debtors filed a motion seeking to procedurally consolidate their chapter 11 cases for administrative purposes only.

The Debtors having filed the First Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code dated March 8, 2002 (the "Plan") and the First Amended Disclosure Statement for Joint Plan of Reorganization of the Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code dated as of March 8, 2002 (the "Disclosure Statement").

---

<sup>1</sup> The Debtors are the following entities: QSI Holdings, Inc. (f/k/a CT Holdings, Inc.); Quality Stores, Inc. (f/k/a Central Tractor Farm & Country, Inc.); Country General, Inc.; F and C Holding, Inc.; FarmandCountry.com, LLC.; QSI Newco, Inc.; QSI Transportation, Inc.; Quality Farm & Fleet, Inc.; Quality Investments, Inc.; Quality Stores Services, Inc.; and Vision Transportation, Inc.

**COPY**

The Debtors having distributed the Plan and the Disclosure Statement to all holders of Impaired Claims<sup>2</sup> against the Debtors, together with a solicitation of votes to accept or reject the Plan, beginning on or about March 10, 2002;

This Court, having entered an order (the "Scheduling Order") setting April 22, 2002 at 11:00 a.m. prevailing Eastern Time as the date and time of a hearing pursuant to Rules 3017 and 3018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and sections 1126 and 1128 of the Bankruptcy Code to consider Confirmation of the Plan (the "Confirmation Hearing");

The Debtors having filed on April 2, 2002, the Supplemental Disclosure of Causes of Action of the Official Committee of Unsecured Creditors of Quality Stores, Inc., et al., as amended (the "Supplemental Disclosure");

The Debtors having filed on April 8, 2002, the Notice of Administrative Claims Reserve;

The Debtors having filed the Debtors' Response to Objections and Memorandum of Law in Support of Approval of the Plan on April 17, 2002 (the "Confirmation Memorandum");

The Declaration of Voting Agent Regarding Solicitation and Tabulation of Votes in Connection with Debtors' First Amended Joint Plan of Reorganization certifying the Solicitation and Tabulation of the Ballots Received for the Debtors' Plan having been filed with this Court on April 17, 2002 (collectively, the "Voting Affidavit");

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<sup>2</sup> Unless otherwise specified, capitalized terms and phrases used herein have the meanings assigned to them in the Plan. The rules of interpretation set forth in Article I of the Plan shall apply to these Findings of Fact, Conclusions of Law and Order (this "Confirmation Order"). In accordance with Section II.A of this Confirmation Order, if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

This Court having reviewed the above-listed pleadings and all filed objections and responses to, and statements and comments regarding, Confirmation;

This Court having heard the statements of counsel in support of and in opposition to Confirmation at the Confirmation Hearing;

This Court having considered all testimony presented and evidence admitted by affidavits or otherwise, and the Debtors' exhibits in support of confirmation presented at the Confirmation Hearing and any opposing exhibits<sup>3</sup>;

This Court having taken judicial notice of the papers and pleadings on file in the above-captioned Bankruptcy Cases; and

It appearing to this Court that (a) notice of the Confirmation Hearing and the opportunity of any party in interest to object to Confirmation were adequate and appropriate as to all parties to be affected by the Plan and the transactions contemplated thereby, and (b) the legal and factual bases set forth in the Confirmation Memorandum and presented at the Confirmation Hearing establish just cause for the relief granted herein.

This Order is divided into two parts: (I) Findings of Fact and Conclusions of Law and (II) the Order.

## **I** **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### **1. Jurisdiction And Venue**

On the Involuntary Date, the Involuntary Petition was filed against QSI by the Petitioning Creditors. On the Commencement Date (i) QSI answered the Involuntary Petition

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<sup>3</sup> An index of exhibits that the Debtors will ask to be admitted into evidence is attached hereto as Exhibit I (the "Confirmation Exhibits"). Other exhibits were presented at the Confirmation Hearing.



and consented to the entry of an order for relief and (ii) the remaining Debtors commenced voluntary chapter 11 cases before this Court.

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and 1334. This is a core proceeding pursuant to 28 U.S.C. §§157(b)(2). The Debtors were and are qualified to be debtors under section 109 of the Bankruptcy Code. Venue in the Western District of Michigan was proper as of the Commencement Date and continues to be proper under 28 U.S.C. § 1408.

**2. Section 1129(a)(1) — Compliance of the Plan with Applicable Provisions of the Bankruptcy Code**

The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including, without limitation, sections 1122 and 1123 of the Bankruptcy Code. The Plan is dated and identifies the Debtors and the Creditors Committee as proponents of the Plan.

Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, the Plan classifies Classes of Claims and Equity Interests, other than Administrative Expense Claims. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Equity Interests contains only Claims or Equity Interests that are substantially similar to the other Claims or Equity Interests within that Class. A reasonable basis exists for the classification in the Plan.

Pursuant to sections 1123(a)(2) and 1123(a)(3) of the Bankruptcy Code, Article IV of the Plan specifies all Claims and Equity Interests that are not impaired and specifies the treatment of all Claims and Equity Interests that are impaired. Article IV of the Plan specifies that Class 1 (Lenders' Claims), Class 2 (Other Secured Claims), Class 4 (Unsecured Claims), and Class 5 (Equity Interests) are impaired under the Plan. Article IV of the Plan specifies the

treatment of each impaired class of Claims and Equity Interests as required by section 1123(a)(3) of the Bankruptcy Code.

Pursuant to section 1123(a)(4) of the Bankruptcy Code, the Plan provides for the same treatment for each Claim or Equity Interest within a particular Class. Pursuant to section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate means for the Plan's implementation. The Debtors will have, immediately upon the effectiveness of the Plan, sufficient Cash and other assets available to make all payments required to be made on the Effective Date pursuant to the terms of the Plan.

Section 1123(a)(6) of the Bankruptcy Code, which requires the inclusion of certain provisions in a reorganizing debtor's corporate charter, is inapplicable to these Chapter 11 cases. On the Effective Date of the Plan, the stock of QSI Holdings, Inc. will be canceled and new common stock will be distributed to a liquidating trust.

The Debtors have satisfied section 1123(a)(7) of the Bankruptcy Code. Under Article VII(B) of the Plan, an Oversight Committee will be formed on the Effective Date which will consist of two members - one selected by the Creditors Committee and one selected by the Prepetition Lenders. In addition, under Article VIII(B) of the Plan, a Chief Litigation Officer will be appointed by the Creditors Committee to pursue Chapter 5 causes of action on behalf of the holders of Unsecured Claims. Finally, the Debtors, the Creditors Committee, and the Prepetition Lenders will jointly select a trustee to administer the Trust, which will hold the new common stock of QSI Holdings, Inc. As a result of the selection process described above, the persons described above were selected in a manner consistent with the interests of the holders of Claims and Interests and with public policy.

**3. Section 1129(a)(2) — Compliance Of The Debtors With Applicable Provisions of The Bankruptcy Code**

The Debtors and the Creditors Committee, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018 and 3019. The solicitation of acceptance or rejection of the Plan was (i) in compliance with all applicable non-bankruptcy laws, rules, and regulations governing the adequacy of disclosure in connection with such solicitation, and (ii) solicited after disclosure to holders of claims or interests of adequate information as defined in section 1125(a) of the Bankruptcy Code.

The Debtors, the Lenders, the Creditors Committee and their respective directors, officers, employees, agents, members, affiliates and Professionals (acting in such capacity) have acted in good faith with respect to the solicitation of acceptance or rejection of the Plan and participation regarding the Plan and therefore are entitled to the liability limitations set forth in section 1125(e) of the Bankruptcy Code.

**4. Section 1129(a)(3) — Proposal Of Plan In Good Faith**

The Debtors and the Creditors Committee proposed the Plan in good faith and not by any means forbidden by law. Consistent with the overriding purpose of chapter 11 of the Bankruptcy Code, the Plan will place the Debtors' assets into a liquidating trust to be administered by the Debtors with the review of the Oversight Committee to pay the holders of allowed claims against the Debtors. The Plan itself, and the formulation process, which embodies the terms of a global settlement that was extensively negotiated between the Debtors, the Creditors Committee and the Prepetition Lenders, provides independent evidence of the Debtors' good faith.

**5. Section 1129(a)(4) — Bankruptcy Court Approval Of Certain Payments As Reasonable**

Pursuant to section 1129(a)(4) of the Bankruptcy Code, any payment made or promised by the Debtors or by any person issuing securities or acquiring property under the Plan, for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Bankruptcy Cases, has been, or will be before payment, disclosed to this Court. Any such payment made before the Confirmation Hearing is reasonable. Any such payment to be fixed after the Confirmation Hearing is subject to the approval of this Court as reasonable.

**6. Section 1129(a)(5) — Disclosure Of Identity And Affiliations Of Proposed Management, Compensation Of Insiders And Consistency Of Management Proposals With The Interests Of Creditors And Public Policy**

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors, in the (A) Notice of the Identification of the (i) Members of the Oversight Committee; (ii) Chief Litigation Officer and (iii) Trustee and (B) Notice of Employment Agreement for Thomas J. Reinebach, the Debtors have disclosed the two members of the Oversight Committee, the Trustee, the Chief Litigation Officer and the employment of Thomas J. Reinebach for the Debtors. The appointment of the two members of the Oversight Committee, the Trustee, the Chief Litigation Officer and the employment of Thomas J. Reinebach is consistent with the interests of the Holders of Claims and Equity Interests and public policy.

**7. Section 1129(a)(6) — Approval of Rate Changes**

After the Plan is confirmed, no governmental regulatory commission will have jurisdiction over the rates of the Debtors.

**8. Section 1129(a)(7) — Best Interests Of Creditors And Equity Interest Holders**

With respect to each Impaired Class of Claims or Equity Interests of the Debtors, each Holder of a Claim or Equity Interest in such Class has accepted the Plan or will receive or retain under the Plan on account of such Claim or Equity Interest property of a value, as of the

Effective Date, that is not less than the amount such Holder would receive or retain if the respective Debtor was liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

**9. Section 1129(a)(8) — Acceptance Of The Plan By Each Impaired Class**

Class 3 (Priority Claims) is unimpaired under the Plan and is not entitled to vote on the Plan and pursuant to section 1126(f) of the Bankruptcy Code is conclusively deemed to have accepted the Plan.

As indicated in the Voting Affidavit, every impaired class that was entitled to vote, and that actually did vote, voted in favor of the Plan. Class 1 (Lenders' Claims), Class 2 (Other Secured Claims) and Class 4 (Unsecured Claims) voted to accept the Plan.

Because the Plan provides that Class 5 (Equity Interests) (the "Deemed Rejecting Class") will not receive or retain any property, the Deemed Rejecting Class is deemed not to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code. Notwithstanding the deemed rejection of the Plan by the Deemed Rejecting Class, the Plan is confirmable because the Plan satisfies section 1129(b)(1) of the Bankruptcy Code with respect to the Deemed Rejecting Class. The Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Class. There is no Holder of a Claim or Equity Interest junior to the Deemed Rejecting Class who will receive or retain any property under the Plan on account of such junior Claim or Equity Interest.

**10. Section 1129(a)(9) — Treatment Of Claims Entitled To Priority Pursuant To Section 507(a) Of The Bankruptcy Code**

Article III and Article IV of the Plan provides for treatment of Administrative Claims, Priority Tax Claims and Claims entitled to priority pursuant to sections 507(a)(3)-(6) of the Bankruptcy Code in the manner required by section 1129(a)(9) of the Bankruptcy Code.

**11. Section 1129(a)(10) — Acceptance By At Least One Impaired Class**

As required by section 1129(a)(10) of the Bankruptcy Code and as indicated in the Voting Affidavit, at least one Class of Claims or Equity Interests that is impaired under the Plan for each Debtor has accepted the Plan, excluding votes cast by insiders. Specifically, Class 1 (Lenders' Claims), Class 2 (Other Secured Claims) and Class 4 (Unsecured Claims) voted to accept the Plan.

**12. Section 1129(a)(11) — Feasibility Of The Plan**

Confirmation of the Plan is not likely to be followed by the liquidation of the Debtors or any successor to the Debtors under the Plan, and the Plan complies with section 1129(a)(11) of the Bankruptcy Code. There will be sufficient funds to satisfy the Debtors' obligations under the Plan and to fund the costs and expenses of the Debtors' estates after the confirmation of the Plan.

**13. Section 1129(a)(12) — Payment Of Bankruptcy Fees**

In accordance with section 1129(a)(12) of the Bankruptcy Code, Article III(C) of the Plan provides for the payment of all fees payable under 28 U.S.C. §1930 on or before the Effective Date. The Debtors have adequate means to pay all such fees.

**14. Section 1129(a)(13) — Retiree Benefits**

Section 1129(a)(13) of the Bankruptcy Code is inapplicable to the Debtors because they do not maintain retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code.

**15. Confirmation of the Plan Over Nonacceptance of Impaired Class**

Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan is confirmed notwithstanding that Class 5 (Equity Interests) are impaired and holders of such Equity Interests are deemed to have rejected the Plan. The Plan does not discriminate unfairly and is fair and equitable with respect to holders of Equity Interests in Class 5. There is no holder of a Claim

junior to the Class 5 Claims who will receive or retain any property under the Plan on account of such Claim.

**16. Satisfaction Of Conditions To Confirmation**

Each of the conditions precedent to entry of this Confirmation Order under Article XIII(A) of the Plan have been satisfied or waived.

**17. Retained Causes of Action**

While the Debtors and the Creditors Committee have made a reasonable effort to identify known actual or potential Causes of Action that the Debtors may pursue after the Effective Date, the Debtors, the Creditors Committee and the Chief Litigation Officer have expressly reserved the right to pursue or defend Causes of Action not specifically or generally identified in the Disclosure Statement (and exhibits thereto), the Plan or the Supplemental Disclosure.

**18. Exemptions From Taxation**

Pursuant to section 1146(c) of the Bankruptcy Code, under the Plan, (a) the issuance, distribution, transfer, or exchange of any debt, equity, security or other interest in the Debtors; (b) the creation, modification, consolidation or recording of any mortgage, deed or trust, or other security interest, or the securing of additional indebtedness by such or other means (whether (i) in connection with the issuance and distribution of any debt, equity, security, or other interest in the Debtors or (ii) otherwise in furtherance of, or in connection with, the Plan); (c) the making, assignment, or recording of any lease or sublease; or (d) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, mortgage recording tax,

stamp tax, or similar tax or government assessment, and the appropriate state or local government official or agent is directed to forego the collection of any such tax or government assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or government assessment.

**19. Compliance With Section 1129 Of The Bankruptcy Code**

As set forth in Paragraphs 2-15 of this Confirmation Order, the Plan complies in all respects with the applicable requirements of section 1129 of the Bankruptcy Code.

**20. Agreements And Other Documents**

The Debtors have disclosed all material facts regarding: (a) selection of the two members of the Oversight Committee; (b) the selection of the Chief Litigation Officer; (c) the selection of the Trustee; (d) the employment of Thomas J. Reinebach for the Debtors; (e) the distribution of Cash on the Effective Date; (f) the adoption, execution and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors and (g) the adoption, execution and delivery of all contracts, leases, instruments, releases, indentures and other agreements related to any of the foregoing.

Pursuant to section 303 of the Delaware General Corporation Law and any comparable provision of the business corporation laws of any other state, as applicable, no action of the directors or stockholders of the Debtors will be required to authorize them to engage in any of the activities set forth in above or as otherwise contemplated by the Plan or in furtherance thereof and such activities shall be, and hereby are, deemed to have occurred and be effective as provided in the Plan and such activities shall be, and hereby are, authorized and approved in all respects.



## **II** **ORDER**

### **A. Confirmation of The Plan**

The Plan, as amended, attached hereto as Exhibit I is confirmed in each and every respect pursuant to section 1129 of the Bankruptcy Code; provided, however, that if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. All objections and responses to, and statements and comments regarding, the Plan, to the extent not already withdrawn, are overruled. The Debtors are substantively consolidated as provided in the Plan.

### **B. Executory Contracts and Unexpired Leases**

No later than thirty (30) days after the Effective Date, claims arising out of the rejection of executory contracts or unexpired leases under Article XII(A) of the Plan must be filed with the Bankruptcy Management Corporation, 1330 E. Franklin Avenue, El Segundo, CA 90245, Attn: Quality Stores, Inc. If such claim is not timely filed and served, such claim shall be forever barred.

### **C. Injunctions and Stays Remain in Effect Until Effective Date**

Unless otherwise provided, all injunctions or stays provided for in the Bankruptcy Cases pursuant to sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date. In all events, however, the Bankruptcy Court shall determine Allowance of all Claims unless either (i) the reference is withdrawn for a particular Claim, in which case the District Court for the Western District of Michigan shall determine Allowance of such particular claim or (ii) the stay is lifted for a particular claim, in which case a court of competent jurisdiction shall determine allowance of such particular Claim.

In other words, the automatic stay shall remain in effect for prepetition claims until such claims are adjudicated by the Bankruptcy Court. If a claim arises after the Effective Date, however, the automatic stay does not apply.

**D. Matters relating to the implementation of the Plan**

**(i) Immediate Effectiveness; Successors And Assigns**

Immediately upon the entry of this Confirmation Order, the terms of the Plan shall be, and hereby are, deemed binding upon the Debtors and all interested parties.

**(ii) Corporate Authorization, Dissolution**

On the Effective Date, all of the capital stock, including, but not limited to, any interests in any issued, unissued authorized or outstanding shares of any class of stock, including all common stock and preferred stock, together with any warrants, options, puts, calls, awards, commitments, notes or securities with participation features, securities convertible, exercisable or exchangeable for stock, equity or other such interests, or any other rights to purchase or acquire stock, equity or other such interests at any time and all rights arising with respect thereto of QSI Holdings, Inc. (collectively, and inclusive of the Equity Interests in QSI Holdings, Inc., the "Holdings Interests") will be deemed canceled and of no further force and effect and all Class 5 Equity Interests will be deemed extinguished without any further corporate action. On the Effective Date, each of the directors serving on the Boards of Directors of each of the Debtors shall be removed, each such Board of Directors shall be dissolved, and the Oversight Committee, which shall operate in place of such Boards of Directors, shall be formed. The Oversight Committee shall consist of two members, one selected by the Prepetition Lenders and one selected by the Creditors Committee. The capital stock or other ownership interests issued by each of QSI Holdings', Inc. ("Holdings") Debtor subsidiaries will continue to be issued and

outstanding in the same amounts and held by the same parties as immediately before the Effective Date.

Each of the matters provided for under the Plan involving the corporate structure of any Debtor or corporate action to be taken or required by the Debtor shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by stockholders or directors of any of the Debtors.

(iii) The Oversight Committee

On of the Effective Date, Brian Valenti is appointed to the Oversight Committee on behalf of the Prepetition Lenders. On the Effective Date, Daniel Arbess is appointed to the Oversight Committee on behalf of the Creditors Committee

(iv) Trustee

On the Effective Date, Wilmington Trust Company is appointed the Trustee under the Trust Agreement.

(v) Chief Litigation Officer

On the Effective Date, Joseph Myers is appointed as the Chief Litigation Officer pursuant to the Plan to serve in such capacity in accordance with the Plan.

(vi) Transactions Required by Plan

Any transaction required by the Plan shall be implemented in accordance with Articles VII and VIII of the Plan.

(vii) Sources of Cash for Distribution under the Plan

All Cash necessary for the Debtors to make payments pursuant to the Plan shall be obtained from existing Cash balances of the Debtors and liquidation of other assets of the Debtors.

**E. Distributions under the Plan**

The distribution provisions of Article X of the Plan shall be, and hereby are, approved. The Debtors shall make all distributions required under the Plan. The Debtors will administer all Claims and make all distributions required under the Plan.

On April 30, 2002 (the "Distribution Record Date"), the transfer register for any instrument, security, or other documentation canceled pursuant to Article XV(J) of the Plan shall be closed and there shall be no further changes in the record Holders of any such instrument, security, or documentation. The Debtors are not obligated to recognize the transfer of any such instrument, security, or other documentation occurring after the Distribution Record Date. The Debtors are entitled for all purposes to recognize and deal only with those Holders of record as of the close of business on the Distribution Record Date.

Except as otherwise provided in the Plan or herein, the Debtors may, pursuant to sections 502(d) or 553 of the Bankruptcy Code or applicable non-bankruptcy law, offset against any Allowed Claims, and the distributions to be made pursuant to the Plan on account of such Claims (before any distribution is made on account of such Claim), the Claims, rights, and Causes of Action of any nature that the Debtors may hold against the Holders of such Allowed Claims; provided, however, that (i) the failure to effect such a setoff or the allowance of any Claim under the Plan shall not constitute a waiver or release by the Debtors of any such Claims, rights, and Causes of Action that the Debtors may possess against such Holder, and (ii) the Debtors' failure to institute, or prosecute any Cause of Action referenced in section 502(d) of the Bankruptcy Code shall not constitute a waiver or release by the Debtors of any right of setoff.

**F. Exemptions from Taxation**

In accordance with section 1146(c) of the Bankruptcy Code, the making, delivering, filing or recording of leases and/or the various instruments and documents of transfer

as specified in or contemplated by the Plan are hereby exempt from taxation under any law imposing a recording tax, stamp tax, transfer tax or any similar tax.

**G. Cancellation of Notes, Instruments, Debentures, Common Stock and Stock Options**

Except as otherwise provided in the Plan or any contract, instrument, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made thereunder: (i) all notes, instruments, certificates and other documents evidencing Claims in any of the Debtors (ii) all Equity Instruments (as defined below) and Holdings Interests shall be deemed canceled and of no further force and effect. Notwithstanding the failure of any holder of such Holdings Interests to deliver instruments or other documentation of such Holdings Interests (the "Equity Instruments") to Holdings, such cancellation shall be deemed to have occurred, the Equity Instruments shall be deemed to have been delivered to Holdings and stamped "Canceled" and all other requirements for canceling such Equity Instruments under the Delaware General Corporation Law, Holdings' corporate governance documents and any other law, document, instrument, agreement or any other provision relating to the cancellation of such Equity Instruments shall be deemed to have been satisfied.

The Holders of or parties to such canceled notes, share certificates, Equity Instruments, and other agreements and instruments shall have no rights arising from or relating to such notes, share certificates, and other agreements and instruments or the cancellation thereof, except the rights provided pursuant to the Plan.

The Indenture shall survive confirmation of the Plan solely to effectuate Distributions to be made to holders of the Senior Notes as provided herein and to enforce the rights, duties and administrative functions of the Indenture Trustee as provided herein and

therein with respect to such Distributions. Nothing in the Plan shall be deemed to impair, waive or discharge the Indenture Trustee's charging lien or any other rights or obligations of the Indenture Trustee under the Indenture. Upon the final Distributions to the holders of the Senior Notes pursuant to the Plan, the Indenture shall be canceled and deemed terminated and the Indenture Trustee shall be discharged of any further duties, without any further act or action under any applicable agreement, law, regulations, order, or rule and the obligations of the Debtors under such Indenture shall be discharged.

#### **H. Issuance of the New Common Stock**

On the Effective Date, Holdings shall be authorized to issue shares of Common Stock (the "New Common Stock") to the Wilmington Trust Company as Trustee pursuant to the Trust Agreement. The New Common Stock shall constitute all of the outstanding capital stock of Holdings as of the Effective Date. Upon entry of the Final Decree, the New Common Stock will be canceled without any further action required on the part of the Debtors, the Oversight Committee, the holders of the New Common Stock, or the officers or directors of the Debtors.

#### **I. Injunction**

Except as otherwise expressly provided in the Plan, all Entities who have held, hold or may hold Claims or Interests are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Interest against the Debtors, their estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee or its members; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, their estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee or its members; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, their

estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee and its members against the property or interests in property of the Debtors and (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or against the property of the Debtors, their estates, the Chief Litigation Officer, the Trustee, the Trust, QSI Holdings (as reorganized), the Oversight Committee or its members, with respect to any such Claim or Interest; provided, that the foregoing injunction shall not enjoin the prosecution of Claims or causes of action against former officers or directors of the Debtors who did not serve in such capacity as of the Effective Date. Nothing contained in the Plan or this Confirmation Order shall prohibit or restrain the prosecution of any Claims, Causes of Action or Rights of Action against the Debtors' present or former directors and officers based on acts, events or omissions occurring before the Commencement Date.

With respect to the matters within the scope of Section L(xx) herein, all Persons and Entities shall be and are permanently enjoined from commencing or continuing any such action except in the Court and the Court shall retain exclusive jurisdiction over such matters.

**J. Preservation of Rights of Action**

The Debtors, the Creditors Committee and the Chief Litigation Officer retain all rights on behalf of the Debtors to commence and pursue, as appropriate, any and all claims or Causes of Action, whether arising before or after the Commencement Date, in any court or other tribunal including, without limitation, in an adversary proceeding filed in one or more of the Chapter 11 Cases. The failure to list any potential or existing claims or Causes of Action is not intended to limit the rights of the Debtors or the Chief Litigation Officer to pursue any claims or Causes of Action not listed or identified.

Unless a claim or Cause of Action against a Creditor or other person or entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, the Debtors and the Chief Litigation Officer retain such claim or Cause of Action for later adjudication (including, without limitation, claims and Causes of Action not specifically identified or which Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to Debtors at this time or facts or circumstances which may change or be different from those which Debtors now believe to exist). No preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the confirmation or consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such claims or Causes of Action have been released in the Plan or other Final Order. In addition, the Debtors and their successor entities under the Plan retain the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any person or entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Except as otherwise provided in the Plan or in any contract, instrument, release, indenture or other agreement entered into in connection with the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, any claims, rights, and Causes of Action that the respective Debtors, Estates, or the Chief Litigation Officer may hold against any person including, but not limited to, those Causes of Action listed in Article VI(K) of the Disclosure Statement and the exhibits referenced therein and the Supplemental Disclosure shall vest in the Debtors and the Chief Litigation Officer, through their authorized agents or representatives, shall retain and may



exclusively enforce any and all such claims, rights or Causes of Action. The Debtors and the Chief Litigation Officer shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such claims, rights, and Causes of Action without the consent or approval of any third party and without any further order of court.

Delivery (by any means) of the Plan or Disclosure Statement to any person to whom Debtors have incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from Debtors or a transfer of money or property of Debtors, or who has transacted business with Debtors, or leased equipment or property from Debtors shall constitute actual notice that such obligation, transfer, or transaction may be reviewed by the Debtors or the Chief Litigation Officer subsequent to the Effective Date and may, if appropriate, be the subject of an action after the Effective Date, whether or not (i) such person has filed a proof of claim against Debtors in this Bankruptcy Case; (ii) such person's proof of claim has been objected to by the Estate; (iii) such person's Claim was included in Debtors' Schedules; (iv) such person's scheduled claim has been objected to by the Estate or has been identified by the Estate as disputed, contingent, or unliquidated; or (v) such action falls within the list of Affirmative Causes of Action in Section IX(I) of the Disclosure Statement or the Supplemental Disclosure

#### **K. Exculpation**

The Trustee, the Debtors, the Chief Litigation Officer, the Creditors' Committee, the Oversight Committee, the Lenders and their respective employees and members and each of their professionals and representatives shall be exculpated and held harmless by each of the Debtors, the Trust and by all Entities, including, without limitation, Holders of Claims and other parties in interest, from any claims, causes of action and other assertions of liability arising out of the discharge after the Confirmation Date of the powers and duties conferred by the Plan, the

Bankruptcy Code, the Confirmation Order or any order of the Court entered pursuant to or in furtherance of the Plan, or applicable law, in the implementation or administration of the Plan, except for actions or omissions to act arising out of gross negligence, recklessness, breach of fiduciary duty, fraud, or willful misconduct.

**L. Retention Of Jurisdiction**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Bankruptcy Cases after the Effective Date as legally permissible, including jurisdiction to:

- (i) to resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which any of the Debtors is a party or with respect to which the Debtors may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date of the Plan, to add any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be rejected;
- (ii) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, transactions and other agreements or documents created in connection with the Plan;
- (iii) to determine any and all motions, adversary proceedings, applications and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Debtors or the Chief Litigation Officer after the Effective Date (to the extent such venue is selected by the Debtors and/or the Chief Litigation Officer);
- (iv) to ensure that Distributions to holders of Allowed Claims are accomplished as provided herein;
- (v) to hear and determine any timely objections to Administrative Claims or to proofs of Claims and Interests filed, both before and after the Effective Date, including any objections to the classification of any Claim or Interest, and to allow, disallow, determine, liquidate, classify, estimate or establish the priority of or secured or unsecured status of any Claim, in whole or in part;

- (vi) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed or vacated;
- (vii) to issue orders in aid of execution of the Plan;
- (viii) to consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Court, including the Confirmation Order;
- (ix) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date;
- (x) to hear and determine disputes arising in connection with or relating to the Plan or the interpretation, implementation or enforcement of the Plan or the extent of any Entity's obligations incurred in connection with or released under the Plan;
- (xi) to issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation or enforcement of the Plan;
- (xii) to determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan or the Disclosure Statement;
- (xiii) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (xiv) to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code, including the allowance or disallowance and classification of late-filed proofs of claim in accordance with Rule 9006(b) of the Bankruptcy Rules.
- (xv) to hear and determine any matters that may arise in connection with the Agency Order or any order of the Court with respect thereto;
- (xvi) to hear and determine any matters that may arise in connection with the Purchase Agreements or any order of the Court with respect thereto; and
- (xvii) to enter a Final Decree closing the Chapter 11 Cases;
- (xviii) to determine matters that may arise in connection with the Trust or the Trust Agreement.

- (xix) to determine matters that may arise between the Debtors, the Trustee, the Oversight Committee, and/or the Chief Litigation Officer;
- (xx) to hear and determine any matter relating to or arising out of any action or act taken or omission in connection with or related to the formation, preparation, dissemination implementation, administration, confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including, without limitation, the Global Settlement, or any other act or omission taken or to be taken in connection with the Chapter 11 Cases commenced against any party in the Chapter 11 Cases, including, without limitation, the Debtors, the Creditors' Committee, the Lenders and their respective current and former directors and officers, members, agents, advisors, attorneys, advisors and other professionals and Entities employed pursuant to sections 327 and 1103 of the Bankruptcy Code.

**M. Payment of Statutory Fees**

On or before the Effective Date, the Debtors shall pay all fees payable pursuant to 28 U.S.C. § 1930.

**N. Discharge**

Except as otherwise provided herein: (1) the rights afforded in the Plan and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, discharge and release of such Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Commencement Date, against the Debtors, or any of their assets or properties, (2) on the Effective Date, all such Claims against and Equity Interests shall be satisfied, discharged and released in full and (3) all Persons and Entities shall be precluded from asserting against the Debtors, their successors or their assets or properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date, except as otherwise provided in the Plan.

Notwithstanding anything contained in the Plan or herein to the contrary and consistent with section 524(e) of the Bankruptcy Code, the discharge of a debt of the Debtors does not affect the liability of any entity on, or the property of any other entity, for such debt.

**O. Post-Confirmation Notices And Reports**

a. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Debtors are directed to serve, no later than ten (10) business days after the Effective Date, a notice substantially in the form annexed hereto as Exhibit II regarding: (i) entry of this Confirmation Order and (ii) the Effective Date on all parties that received a solicitation package. The notice attached hereto as Exhibit II is hereby approved.

b. No further notice of the entry of this Confirmation Order shall be required.

**P. Fee Applications**

All final applications by professionals for compensation or reimbursement of expenses pursuant to section 330 of the Bankruptcy Code shall be filed with this Court within forty-five (45) days after the Effective Date in accordance with Article III(D) of the Plan. The final fee applications shall be served on each of the following entities no later than forty-five (45) days after the Effective Date:

Kirkland & Ellis, 200 E. Randolph Chicago, IL 60601 Attn: James H.M. Sprayregen, Esq.;	Varnum, Riddering, Schmidt & Howlett, LLP, Bridgewater Place, 333 Bridgewater Street, N.W. Grand Rapids, MI 49501-0352 Attn: Timothy J. Curtin, Esq
Shearman & Sterling 599 Lexington Avenue New York, NY 10022-6030 Attn: Benjamin Feder, Esq.	Dykema Gossett 300 Ottawa Ave., N.W. Grand Rapids, MI 49503, Attn: Scott W. Dales
Pepper Hamilton, LLP 100 Renaissance Center, #3600 Detroit, MI 48243 Attn: Robert Hertzberg; Esq.	White & Case LLP First Union Financial Center 200 South Biscayne Boulevard, Suite 4900 Miami, Florida 33131 Attn: John K. Cunningham

Office of the U.S. Trustee 330 Ionia Avenue, N.W.. Suite 202 Grand Rapids, MI 49503 Attn: Dean Rietberg	Quality Stores, Inc. 5000 Hakes Drive Suite 500 Muskegon, MI 49441 Attn: Tom Reinebach
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The Debtor shall mail to all professionals retained by the Debtors or any Committee pursuant to section 327 of the Bankruptcy Code a copy of this Order within ten business days from the date of this order.

No applications will be filed for compensation and reimbursement by professional persons for services rendered or expenses incurred on or after the Confirmation Date, and such compensation and reimbursement may be paid by the Debtors in accordance with the Plan, ordinary business practices and without order of the Court.

**Q. Payments to Be Made as Soon as Practicable**

For all payments to be made under the Plan, the date such payments are made will be the date that it is as soon as practicable after the specified herein.

**R. Distribution Record Date**

Except as otherwise agreed by the Debtors in writing, April 30, 2002 is the Distribution Record Date.

**S. Post-Confirmation Reporting Requirements**

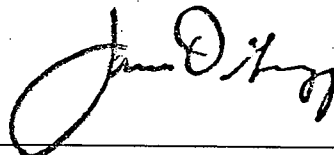
Notwithstanding Article VI (D) of the Plan, the Debtors shall comply with Rules 3020 and 3022 of the Local Bankruptcy Rules for the Western District of Michigan.

**T. Nonrevesting of Property**

If this case should later be converted to a Chapter 7 proceeding, any remaining Assets not yet distributed shall not be deemed to re-vest in the respective Debtor pursuant to section 1141(b) of the Bankruptcy Code, but will instead become property of the respective chapter 7 estate.

IT IS SO ORDERED.

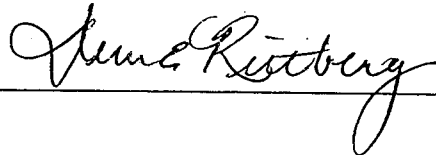
Grand Rapids, Michigan  
Dated: May 3, 2002



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James D. Gregg  
United States Bankruptcy Judge

Approved for Entry:

By:  (P38812)

United States Trustee

#699622

**EXHIBIT I**



## ***EXHIBIT “C”***

*V. Morgan*  
547-8441

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:	)	
	)	Case No. GG-01-10662
QUALITY STORES, INC., ET AL., <sup>1</sup>	)	
	)	Chapter 11
Debtors.	)	
	)	Jointly Administered
	)	
	)	Honorable James D. Gregg

**ORDER MODIFYING AND CLARIFYING STIPULATIONS  
AND ORDERS WITH RESPECT TO LIFTING THE  
AUTOMATIC STAY AND POST-CONFIRMATION INJUNCTION**

Upon the Debtors' Motion to Modify and Clarify Stipulations and Orders With Respect to Lifting of the Automatic Stay and Post-Confirmation Injunction, dated January 7, 2003 (the "Motion"); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court finding that this is a core proceeding pursuant to 28 U.S.C. § 157 (b)(2); and upon consideration of the Motion<sup>2</sup> and no timely-filed objections thereto having been filed; and due and proper notice of the Motion having been given; and the Court having determined that just cause exists for the relief granted herein; it is hereby

<sup>1</sup> The Debtors are: QSI Holdings, Inc. (f/k/a CT Holdings, Inc.); Quality Stores, Inc. (f/k/a Central Tractor Farm & Country, Inc.); Country General, Inc.; F and C Holding, Inc.; FarmandCountry.com, LLC.; QSI Newco, Inc.; QSI Transportation, Inc.; Quality Farm & Fleet, Inc.; Quality Investments, Inc.; Quality Stores Services, Inc.; and Vision Transportation, Inc.

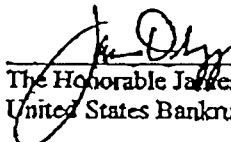
<sup>2</sup> Capitalized terms not defined herein are as defined in the Motion.

2220

ORDERED that the Stipulations described in the Motion and previously entered by the Court shall be and are hereby amended to provide specifically that: (i) the Claimants' right to payment of the deductible portion of their claim is limited solely to an unsecured claim to be paid by the Debtors under Debtors' Plan and the Claimants shall not have any rights or recourse against the Carriers for the deductible portion of their claim; (ii) that the Carriers shall have no duty or right to pay the deductible portion of the claims of the Claimants for or on behalf of the Debtors; and (iii) that the Carriers have no right to seek reimbursement from the Debtors or the Letter of Credit Proceeds for any amount of such deductibles paid to the Claimants in violation of this Order.

Grand Rapids, Michigan  
Dated: February 20, 2003

*Copies returned  
to Kirkland  
& Ellis LLP  
2-20-03*

  
The Honorable James D. Gregg  
United States Bankruptcy Judge

***EXHIBIT “D”***

Policy No. 81 UEN MC9535

**DEDUCTIBLE - REIMBURSEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the:  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**  
**PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM**  
**EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**  
**LIQUOR LIABILITY COVERAGE FORM**

SCHEDULE OF DEDUCTIBLE AMOUNTS (Including Supplementary Payments)		
COVERAGES	Amount and Basis of Deductible	
EACH COVERAGE AFFORDED BY THE POLICY.		\$ 50,000. EACH OCCURRENCE ONE DEDUCTIBLE APPLIES TO AN OCCURRENCE INVOLVING MULTIPLE COVERAGE PARTS.

Additional Provisions (if any):

In consideration of the premium charged and subject to the Coverages, Amount and Basis of Deductible stated in the SCHEDULE OF DEDUCTIBLE AMOUNTS of this endorsement, we agree with you to the following:

1. Subject to the Limits of Insurance and all other terms and conditions of the COVERAGE FORM, our obligation to pay damages and Supplementary Payments on your behalf applies only to the amount of such damages and Supplementary Payments in excess of the deductible amount set forth in the SCHEDULE of DEDUCTIBLE AMOUNTS to which the COVERAGE FORM applies as a result of any "claim", "occurrence", offense and/or common cause regardless of the number of persons or organizations who sustain damages because of that claim, "occurrence", offense and/or common cause.

We will pay any part or all of the deductible amount to effect settlement of any claim or suit. Upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

2. The respective Limits of Insurance applicable to each claim, each "occurrence", any offense and/or each common cause shall be reduced by damages only (not Supplementary Payments) by the application of the deductible in 1. above. The effect of deductible amounts on the applicable COVERAGE FORM aggregate limit(s) are as follows:

General Aggregate (if applicable) shall be reduced by damages only (not Supplementary Payments) within the deductible amount.

Products-Completed Operations Aggregate (if applicable) shall be reduced by damages only (not Supplementary Payments) within the deductible amount.

Liquor Liability Aggregate (if applicable) shall be reduced by damages only (not Supplementary Payments) within the deductible amount.

3. The terms and conditions of your policy, including those with respect to:
- (a) our rights and duties to defend any claim or suit seeking such damages, and
  - (b) your duties in the event of an "occurrence", claim or suit
- apply irrespective of the deductible amount.

4. With respect to this endorsement the following cancellation provision applies:

**Cancellation**

If you are unable to maintain or increase the security that you provide to secure the amounts payable under the deductible or if you fail to reimburse us for deductible amounts when due, this constitutes a non-payment of premium. In such a situation, we may cancel this endorsement or the policy in accordance with the non-payment provision of the policy to which this endorsement is attached or any endorsement amending such provision.

5. The Transfer of Rights of Recovery Against Others To Us condition of the captioned COVERAGE FORMS is amended to include the following paragraph:

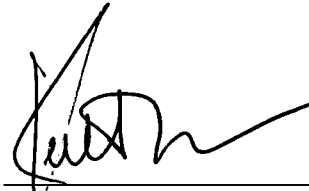
Recoveries shall be applied, in the following order, to reimburse:

- (a) any interest (including the Named Insured) that paid any amount in excess of our Limits of Insurance;
- (b) us up to the amount we paid in excess of the deductible amount; and
- (c) you for amounts you reimbursed to us.

**CERTIFICATE OF SERVICE**

I hereby certify that on October 29, 2004, a true and correct copy of the within Certificate of Presentation was served by United States mail, postage prepaid, to and upon the following:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

A handwritten signature in black ink, appearing to read 'Keith R. Mason', written over a horizontal line.

Keith R. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIELLE R. KING,

CIVIL DIVISION

Plaintiff,

vs.

No. 01-1296-CD

QUALITY STORES, INC.,

Defendant.

**ORDER OF COURT**

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the court having considered the Motion to Dismiss Based on Bankruptcy Discharge filed by defendant Quality Stores, Inc., and the court having jurisdiction of the subject matter and being duly advised, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the defendant's Motion to Dismiss is GRANTED, and the plaintiff's Complaint is dismissed with prejudice based upon bankruptcy discharge.

BY THE COURT:

\_\_\_\_\_, J.

**ORDER**



CPX

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIELLE R. KING,

CIVIL DIVISION

Plaintiff,

vs.

No. 01-1296-CD.

QUALITY STORES, INC.,

**RULE TO SHOW CAUSE**

Defendant.

Filed on Behalf of Defendants:  
Quality Stores, Inc.

Counsel of Record for this Party:

KEITH R. MASON, ESQUIRE  
PA ID # 41118

LAW OFFICES OF C. PETER HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

26K  
**FILED** ICC  
01/11:21/34 Atty Mason  
NOV 02 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIELLE R. KING,

CIVIL DIVISION

Plaintiff,

vs.

No. 01-1296-CD

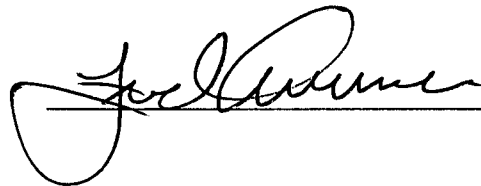
QUALITY STORES, INC.,

Defendant.

**RULE TO SHOW CAUSE**

AND NOW, this 2 day of November, 2004, upon consideration of the attached Motion to Dismiss, a Rule is hereby issued upon DANIELLE R. KING to Show Cause why the Motion to Dismiss should not be granted. Rule Returnable the 22 day of November, 2004, for filing written response.

BY THE COURT:

  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIELLE R. KING,

Plaintiff,

vs.

QUALITY STORES, INC.,

Defendant.

CIVIL DIVISION

No. 01-1296-CD.

**AFFIDAVIT OF SERVICE**

Filed on Behalf of Defendants:  
Quality Stores, Inc.

Counsel of Record for this Party:

KEITH R. MASON, ESQUIRE  
PA ID # 41118

LAW OFFICES OF C. PETER HITSON  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222  
(412) 288-6200

**FILED** *no cc*  
*m/10-4261*  
**NOV 05 2004** *E64*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIELLE R. KING,

CIVIL DIVISION

Plaintiff,

vs.

No. 01-1296-CD

QUALITY STORES, INC.,

Defendant.

**AFFIDAVIT OF SERVICE**

I hereby certify that on November 3, 2004, a true and correct copy of the Rule to Show Cause was served by regular U. S. mail, postage prepaid, upon the following:


R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

Court Administrator  
Clearfield County Courthouse  
P.O. Box 549  
Clearfield, PA 16830

I hereby certify that on November 3, 2004, a true and correct copy of the Motion to Dismiss was served by regular U. S. mail, postage prepaid, upon the following:

Court Administrator  
Clearfield County Courthouse  
P.O. Box 549  
Clearfield, PA 16830

I further certify that on October 29, 2004, a true and correct copy of the Motion to Dismiss was served on plaintiff's counsel by regular U. S. mail, postage prepaid.

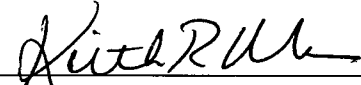
  
\_\_\_\_\_  
KEITH R. MASON, ESQUIRE  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within **Affidavit of Service** was served on November 3, 2004, by U.S. mail, first class postage prepaid, addressed as follows:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

Court Administrator  
Clearfield County Courthouse  
P.O. Box 549  
Clearfield, PA 16830

  
\_\_\_\_\_  
KEITH R. MASON, ESQUIRE  
Attorney for Defendant

CA

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

DANIELLE R. KING,  
Plaintiff,

v.

QUALITY STORES, INC.,  
Defendant.

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No. 01-1296-CD

CASE NUMBER: 01-1296-CD

TYPE OF PLEADING: **ANSWER TO MOTION TO DISMISS  
BASED ON BANKRUPTCY DISCHARGE**

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court ID#: 26540  
207 East Market Street  
Clearfield, PA 16830  
814-765-1581

**FILED** *no cc*  
*12/2/04* *3:50 PM*  
NOV 22 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIELLE R. KING,  
Plaintiff,

v.

QUALITY STORES, INC.,  
Defendant.

No. 01-1296-CD

ORDER

AND NOW, this 6<sup>th</sup> day of December, 2004, Defendant having filed a Motion to Dismiss in the above-captioned matter and Plaintiff having filed an Answer, it is the Order of this Court that Argument is scheduled for the 16 day of December, 2004, in Courtroom 1, Clearfield County Courthouse, Clearfield, Pennsylvania. One-half hour has been allotted for this matter. at 10:30 A.M.

BY THE COURT,

Frederick J. Gammeman  
Judge

FILED<sup>3CC</sup>  
DEC 06 2004  
3:50 PM  
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William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIELLE R. KING,  
Plaintiff,

v.

QUALITY STORES, INC.,  
Defendant.

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No. 01-1296-CD

**ANSWER TO MOTION TO DISMISS BASED  
ON BANKRUPTCY DISCHARGE**

AND NOW, comes the Plaintiff, Danielle R. King, by and through her attorney, R. Denning Gearhart, and files the Answer to Motion to Dismiss Based on Bankruptcy Discharge, and in support thereof avers as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. While it is admitted that relief through the Bankruptcy Court has not been sought, the same has been difficult because the Bankruptcy was filed in the Western District of Michigan and Plaintiff has not been able to obtain counsel.

5. Admitted.

6. Admitted.

7. Admitted.

8. Calls for a conclusion of law and therefore no answer is required.

Plaintiff wishes to brief this issue.

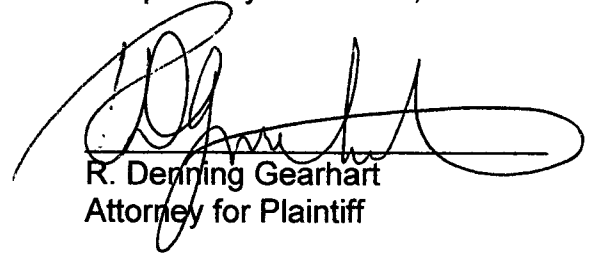
9. Denied in that Plaintiff's injuries are believed to exceed the deductible.



10. Calls for a conclusion of law and therefore no answer is required.

WHEREFORE, Plaintiff prays your Honorable Court to schedule argument on the Defendant's Motion.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "R. Derrington Gearhart", is written over a horizontal line. The signature is stylized with a large initial "R" and a long, sweeping underline.

R. Derrington Gearhart  
Attorney for Plaintiff

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

DANIELLE R. KING,  
Plaintiff,

v.

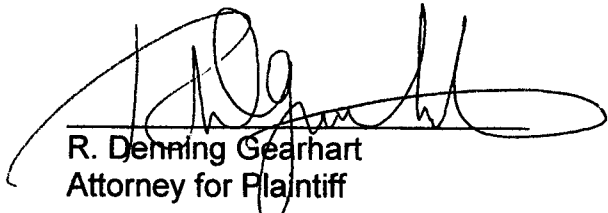
QUALITY STORES, INC.,  
Defendant.

No. 01-1296-CD

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has on this date served a copy of the ANSWER TO MOTION TO DISMISS BASED ON BANKRUPTCY DISCHARGE filed in the above-captioned matter on the Defendant, Quality Stores, Inc., by depositing such documents in the United States Mail postage pre-paid and addressed as follows:

Keith R. Mason, Esquire  
Law Offices of C. Peter Hitson  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222



R. Denning Gearhart  
Attorney for Plaintiff

Date: **November 22, 2004**

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

DANIELLE R. KING,  
Plaintiff,

v.

QUALITY STORES, INC.,  
Defendant.

No. 01-1296-CD

CASE NUMBER: 01-1296-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court ID#: 26540  
207 East Market Street  
Clearfield, PA 16830  
814-765-1581

*WJL* **FILED** *NO CC*  
*01/3/429*  
DEC 08 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIELLE R. KING,  
Plaintiff,

v.

QUALITY STORES, INC.,  
Defendant.

No. 01-1296-CD

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has on this date served a certified copy of the Order scheduling Argument filed in the above-captioned matter on the Defendant, Quality Stores, Inc., by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Keith R. Mason, Esquire  
Law Offices of C. Peter Hitson  
20 Stanwix Street, Fourth Floor  
Pittsburgh, PA 15222

  
R. Denning Gearhart  
Attorney for Plaintiff

Date: December 8, 2004

GA

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

DANIELLE R. KING

vs.

QUALITY STORES, INC.

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: No. 01-1296-CD  
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**ORDER**

AND NOW, this 22<sup>nd</sup> day of December, 2004, it is the ORDER of the Court that argument on Defendant's Motion to Dismiss Based on Bankruptcy Charge in the above-captioned matter is hereby rescheduled from December 16, 2004 to Wednesday, February 9, 2005 at 1:30 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN

President Judge

**FILED**

09:54 AM 1cc atty. General  
1cc atty. K. Mason  
DEC 23 2004

William A. Shaw  
Prothonotary

CP

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

DANIELLE R. KING

vs.

QUALITY STORES, INC.

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: No. 01-1296-CD  
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**ORDER**

AND NOW, this 12<sup>th</sup> day of January, 2005, it is the ORDER of the Court that a status conference in the above-captioned matter has been scheduled for **Monday, January 24, 2005 at 11:00 A.M.** This shall be done by telephone at the initiation of Attorney Mason.

BY THE COURT:



FREDRIC J. AMMERMAN  
President Judge

6x  
**FILED**  
0-8-44 13# 100 Kelly Stuart  
100 Kelly R. Mason

JAN 13 2005

William A. Shaw  
Prothonotary

CA

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

DANIELLE R. KING, :  
Plaintiff :  
 :  
vs. : NO. 01-1296-CD  
 :  
QUALITY STORES, INC., :  
Defendant :


O R D E R

NOW, this 24<sup>th</sup> day of January, 2005, following status conference among the Court and counsel for both parties; in consideration of the Motion to Dismiss based upon bankruptcy discharge filed on November 1, 2004 on behalf of the Defendant along with the documents attached thereto as exhibits and in consideration of the Answer filed on behalf of the Plaintiff; it being apparent that the Plaintiff cannot proceed against the Defendant due to the actions of the Bankruptcy Court and no further purpose will be served by continuing to litigate the matter, it is the Order of this Court that the above-captioned case be and is hereby DISMISSED, with prejudice.

0193601  
JAN 27 2005

Prothonotary, Clearfield County

ICC  
Atty: Gearhart  
Sheehy

BY THE COURT,  
  
FREDRIC J. AMMERMAN  
President Judge