

01-1845-CD
JOY L. SHAW et al -vs- JOHN L. DAVIS et al

RICHARD H. MILGRUB
Attorney & Counselor at Law
211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

FILED

NOV 07 2000

0/11:50/ny
William A. Smith
Prothonotary

File

PP 80-1

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

JOY L. SHAW and MAE E. PETERS,*
Powers of Attorney for LESTER *
R. HOOVER, *
Plaintiffs *

-vs- *

JOHN L. DAVIS and MARITA W. *
DAVIS d/b/a MARIYLOYD CHILD *
CARE AND PERSONAL CARE CENTER *
Defendants *

No. 2001-1845-CO

Type of Action:
Personal Injury

Type of Pleading:
Petition to Compromise
and Settle Claim

Filed on Behalf of:
Plaintiffs

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

NOV 07 2001

William A. Shaw
Prothonotary

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

JOY L. SHAW and MAE E. PETERS,*
Powers of Attorney for LESTER *
R. HOOVER, *
Plaintiffs *

-vs-

No.

JOHN L. DAVIS and MARITA W. *
DAVIS d/b/a MARIYLOYD CHILD *
CARE AND PERSONAL CARE CENTER *
Defendants *

PETITION TO COMPROMISE AND SETTLE CLAIM

AND NOW, come the Plaintiffs, Joy L. Shaw and Mae E. Peters, Powers of Attorney for Lester R. Hoover, by and through their attorney, Richard H. Milgrub, Esquire, who files the following Petition:

1. Attached as Exhibit "A" is a binding Power of Attorney executed on March 14, 2001 by Lester R. Hoover giving power of attorney to Joy L. Shaw and Mae E. Peters.

2. Paragraph 6 of said Power of Attorney gives Joy L. Shaw and Mae E. Peters the power to commence, prosecute, discontinue or defend all acts or other legal proceedings and execute and deliver such release, discharge or other instrument as they may deem necessary and advisable on behalf of Lester R. Hoover.

3. From March 2001 until July 20, 2001, Lester R. Hoover was a resident of the Mariloyd Personal Care Home in Lawrence Township, Clearfield County, Pennsylvania.

4. On July 20, 2001, Lester R. Hoover was injured when he fell over a ten (10) foot high retaining wall adjacent to the personal care home.

5. Joy L. Shaw and Mae E. Peters began negotiations with Erie Insurance, insurer of the Mariloyd Personal Care Home to settle all claims arising from the above incident.

6. After extensive negotiations, Erie Insurance has offered to settle this claim for the sum of One hundred thousand dollars (\$100,000.00).

7. As part of said settlement, Erie Insurance has requested that the Court approve said settlement and specifically state that Joy L. Shaw and Mae E. Peters have the authority to sign the appropriate release.

8. It is specifically understood that if Lester R. Hoover passes away prior to the receipt of the settlement check, then this Order is null and void.

WHEREFORE, Your Petitioners respectfully request that said compromise and settlement set forth in the attached Order be approved.

By 

Richard H. Milgrub, Esquire
Attorney for Plaintiffs

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, LESTER R. HOOVER, of R.D. 1, Box 364A West Decatur, Pennsylvania, anticipating that a power of attorney may be useful in certain circumstances have made, constituted and appointed and by these presents do make, constitute and appoint my daughter, JOY L. SHAW, of R.D. 1, Box 370, West Decatur, Pennsylvania; and my daughter-in-law, MAE PETERS, of R.D. 1, Box 364, West Decatur, Pennsylvania; my true and lawful attorneys-in-fact to act in, manage and conduct all my estate and all my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons who are jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds and things, that is to say:

1. To buy, sell, convey, assign, transfer, receive, lease, option, accept or otherwise acquire any real or personal property, wheresoever situate, in my name or in joint names with others, including the right and power to encumber said real or personal property with mortgages, mortgage notes, judgment notes, or other types of indebtedness, to any banking institution and also including and empowering my attorneys-in-fact, to execute and deliver in my name all closing documents, deeds, leases, options, transfers, certificates of title, and assignments as may be required for the sale, lease, option, assignments, or transfer

or any real or personal property owned by me individually or jointly with others, wheresoever situate upon such terms as my said attorneys, shall think fit.

2. To ask, demand, sue for, recover and receive all sums of money, debts, goods, merchandise, chattels, effects and things of whatsoever nature or description which are now or hereafter shall be or become owing, due, payable, or belonging to me in or by any right whatsoever, and upon receipt thereof, to make, sign, execute and deliver such receipts, releases or other discharges for the same, respectively, as they shall think fit.

3. To deposit any moneys which may come into their hands as such attorneys-in-fact with any bank or banks, either in my name or their own name, and any of such money or any other money to which I am entitled which now is or shall be so deposited, including moneys deposited or held in joint accounts or certificates with others, and to withdraw the same as they shall think fit; to sign commercial bank, mutual savings bank and federal savings and loan association withdrawal orders in my name or held jointly with others; to sign national or state bank withdrawal orders or checks on accounts appearing in my name or jointly with others; to sign and endorse checks payable to my order or to the joint order of myself and others, and to draw, accept, make, endorse, discount or otherwise deal with any bills or exchange, checks, promissory notes or other commercial or

mercantile instruments in my name or jointly held with others; to borrow any sum or sums of money on such terms and with such security as they may think fit; and for that purpose to execute all notes or other instruments which may be necessary or proper; and to have access to any and all safe deposit boxes registered in my name or jointly in my name with others.

4. To sell, assign, transfer and dispose of any and all stocks held solely in my name or held jointly in my name with others, bonds, including U. S. Savings Bonds, mutual funds, loans, mortgages or other securities, including certificates of deposit registered in my name or jointly with others; and to collect and receipt for all interest and dividends due and payable to me individually or to me jointly with others.

5. To invest in my name or jointly with others, in any stock shares, bonds, securities, mutual funds, or other property, real or personal, and to vary such investment as they in their sole discretion may deem best; and to vote at meetings of shareholders or other meetings of any corporation or company and to execute any proxy or other instruments in connection therewith.

6. To commence, prosecute, discontinue or defend all acts or other legal proceedings touching my estate or any part whatsoever, or touching any matter in which I or my estate may be in any wise concerning; to settle, compromise or submit to

arbitration any debt, demand or other right or matter due me or due me jointly with others, or concerning my estate as they, in their sole discretion shall deem best and for such purpose to execute and deliver such release, discharge or other instrument as they may deem necessary and advisable.

7. To appear for me and to execute powers of attorney for others to appear for me before the Treasury Department of the United States and any state or municipal authorities, in all matters pertaining to federal, state or local taxes; to examine records and receive confidential information and communications with reference to such taxes; to execute and file income, gift and other tax returns and declarations of estimated tax, waivers, claims for refund, agreements of settlement or compromise, and consents extending the statutory period for assessment or collection of taxes; to make any and all elections afforded a taxpayer with respect to the filing of returns.

8. My attorneys-in-fact and their successors may employ and pay such compensation as they deem reasonable to accountants, attorney-at-law, investment counselors and any other agents or advisors, and may discharge and replace them as they shall see fit. They may delegate any power granted to them and substitute any other attorneys-in-fact in their place and revoke any such delegation or substitution. Any such appointment, employment, substitution or revocation may be as to all of the

powers set forth herein or limited in any way, as they may wish. They may determine whether or not to act upon the advice of any such agent or advisor without liability for acting or failing to act thereon.

9. In general, to do all other acts, deeds, matters and things whatsoever in or about my estate, property and affairs and things herein either particularly or generally described as fully and effectually to all intents and purposes as I could do in my own proper person if personally present, hereby ratifying and confirming all that the said attorneys-in-fact shall do by virtue of these presents.

10. My attorneys-in-fact and any successor attorneys may and are hereby empowered to arrange for and consent to or to withhold medical, therapeutical and surgical procedures for me, including the administration of drugs.

11. My attorneys-in-fact and any successor attorney may and are hereby empowered to apply for my admission into medical, nursing, residential, rehabilitation, convalescent, or other similar facilities on my behalf, and to sign any consent or admission forms required by such facilities which are consistent with this power, and to enter into agreements for my care by such facilities or elsewhere during my lifetime or for lesser periods of time as my attorneys-in-fact, may designate, including the retention of nurses for my care.

12. My attorneys-in-fact and any successor attorney may and are hereby empowered to act singly, jointly, severally or in any other combination that they or they may desire and shall have the following additional powers: to make gifts; to create a trust for my benefit; to make additions to an existing trust for my benefit; to disclaim any interest in property; to renounce fiduciary positions; to name their successor hereto; to withdraw and receive the income or corpus of a trust.

13. To make copies of this Power of Attorney and to deliver the same to any person, corporation, partnership, bank, association or government agency who or which may require the same and any and all persons, corporations, partnerships, banks, associations, or government agencies acting under such copy hereof, shall be fully protected against me, my heirs, executors, administrators and assigns, in all respects as if the original of this instrument had by me been delivered to them or it.

14. This power may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or a guardian or similar fiduciary of my estate or has actual knowledge of my death.

15. All actions of my attorneys-in-fact shall bind me and my heirs, distributees, legal representatives, successors and assigns, and for the purpose of inducing anyone to act in accordance with the powers I have granted herein, I hereby

represent, warrant and agree that if this power of attorney is terminated or amended for any reason, I and my heirs, distributees, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties while acting in accordance with this power prior to that party's receipt of written notice of any such termination or amendment.

16. This power of attorney shall not be affected by my subsequent disability or incapacity. All acts done by my agent pursuant to this power during any period of my disability or incapacity shall have the same effect and enure to my benefit and bind me and my successors in interest as if I were competent and not disabled.

17. Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, I have signed this Power of Attorney this 14TH day of March, 2000.

Witness to mark of
Lester R. Hoover

Lester R. Hoover

James R. [Signature]

his

X

(SEAL)

mark

185-12-3603
Social Security Number

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

:
:
: SS:

On this, the 14TH day of March, 2000, personally appeared before me, a Notary Public in and for the said county and state, the above named LESTER R. HOOVER, who acknowledged the foregoing power of attorney to be his act and deed and desires the power of attorney might be recorded according to law.

I have signed my name and affixed my seal.



Luann Ireland
My Commission Expires: 7-19-01

Johnston, Nelson & Shimmel, LLP

Certified Public Accountants
106 East Pine Street, P.O. Box 566
Clearfield, PA 16830-0566
Phone: (814) 765-7831

Richard H.. & Marjorie L. Milgrub
211 N. 2nd St.
Clearfield, PA 16830

Invoice Date: October 31, 2001

Invoice Number: 00102795

Client Number: MIL3 001

For professional services rendered for the period ending October 31, 2001

Bookkeeping services for the months of September 2001.
Preparation of 3rd quarter 2001 payroll tax reports.

Total Invoice Amount

\$ 390.00

Statement of Open Accounts Receivables

For the period ending October 31, 2001

Date	Description	Invoice Number	Invoice Amount	Cash Applied	Amount
					\$ (425.00)
06/06/2000	Payment				(850.00)
09/11/2000	Payment				(850.00)
12/11/2000	Payment				(850.00)
04/07/2001	Payment				(850.00)
04/30/2001	Invoice	00102419	3,500.00	1,710.00	1,790.00
06/30/2001	Invoice	00102591	1,185.00		1,185.00
07/31/2001	Invoice	00102669	375.00		375.00
09/30/2001	Invoice	00102754	665.00		665.00
10/26/2001	Payment				(665.00)
10/31/2001	Invoice	00102795	390.00		390.00
					<u>\$ 765.00</u>

VERIFICATION

I, Richard H. Milgrub, have read the foregoing

Petition

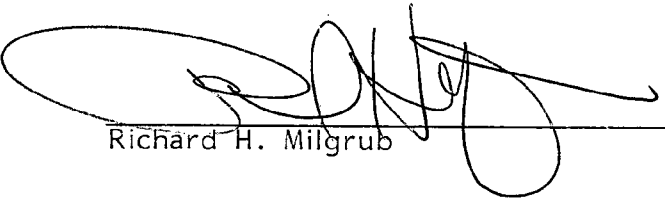
The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

I am authorized to make this verification on behalf of

Plaintiffs

because of my position as counsel of record.



Richard H. Milgrub

Dated: 11/7/01

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

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RICHARD H. MILGRUB
Attorney & Counselor at Law
211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

FILED

NOV 07 2001

William A. Shaw
Prothonotary

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

JOY L. SHAW and MAE E. PETERS,*
Powers of Attorney for LESTER*
R. HOOVER,*
Plaintiffs*

-vs-


JOHN L. DAVIS and MARITA W.*
DAVIS d/b/a MARIYLOYD CHILD*
CARE AND PERSONAL CARE CENTER*
Defendants*

No. 2001-1845-CD

ORDER

AND NOW, this 7th day of November, 2001, upon
consideration of the Plaintiff's Petition to Compromise and
Settle Claim, it is hereby ORDERED and DECREED that Joy L. Shaw
and Mae E. Peters are hereby permitted to sign a General Release
from Erie Insurance on behalf of Lester R. Hoover in the amount
of One hundred thousand dollars (\$100,000.00).

BY THE COURT:


Judge

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

NOV 07 2001

c/12:15/147
William A. Shaw
Prothonotary

1 CHAT TO ASSE

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

JOY L. SHAW and MAE E. PETERS *
Powers of Attorney for *
LESTER R. HOOVER, *
Plaintiffs *

-vs-

No. 01-1845-CD

JOHN L. DAVIS and MARITA W. *
DAVIS d/b/a MARILLOYD CHILD *
CARE AND PERSONAL CARE CENTER *
Defendant *

Type of Pleading:
Praecipe to Discontinue

Filed on Behalf of:
Plaintiff

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED No CC
0/11:50am 1 Cert of Disc
JUN 28 2007 issued to
Att. Milgrub

William A. Shaw
Prothonotary/Clerk of Courts

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

JOY L. SHAW and MAE E. PETERS

Powers of Attorney for

~~LESTER R. HOOVER~~ Plaintiff

Vs.

JOHN L. DAVIS and MARITA W.

DAVIS d/b/a MARILLOYD CHILD

~~CARE AND PERSONAL CARE CENTER~~ Defendant

Case No. 01-1845-CD

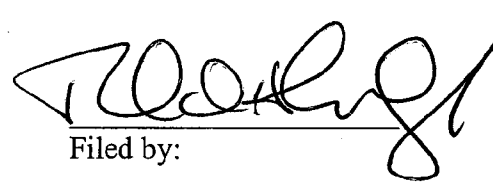
Praecipe to Discontinue

To the Prothonotary:

Please mark the above-referenced case Settled, Discontinued, and Ended.

6/26/07

Date

Filed by: 

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

COPY

**Joy L. Shaw
Mae E. Peters
Lester R. Hoover**

Vs.

No. 2001-01845-CD

**John L. Davis
Marita W. Davis
Mariyloyd Child Care and Personal Care Center**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 28, 2007, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$80.00 have been paid in full by Richard H. Milgrub Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of June A.D. 2007.

A handwritten signature in cursive script, appearing to read "William A. Shaw", followed by the initials "Lm".

William A. Shaw, Prothonotary