

02-237-00
ADAM KREMLAS et al -vs- DUBOIS REGIONAL MEDICAL CENTER Et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ADAM KREMLAS, a minor, by :
JOHN KREMLAS and LINDA ROBUCK, :
as parents and natural guardians; and :
JOHN KREMLAS, :
: Plaintiffs, :
: : CIVIL ACTION - Law
: :
vs. : No.: C.D. 2002 02237-60
: :
DuBOIS REGIONAL MEDICAL CENTER; : Type of Pleading:
JOHN W. SIAR, MD; ROBIN McKENRICK, : PRAECLPICE FOR WRIT OF SUMMONS
RNC; MARIANNE K. SNEDDEN, RN; and :
KIMBERLY FACCHINE, RN; :
: Filed on behalf of: Plaintiffs
Defendants. :
: Counsel of Record for this
: Party:
: :
: John G. Achille, Esquire
: Achille, Ellermeyer & French,
: Attorneys at Law
: 379 Main Street
: Brookville, PA 15825
: 814 849-6701
: I.D. No. 28431

FILED

FEB 10 2002

02/10/02 J. Achille, PC \$80.00
William A. Shaw 5 Wrts Shif/0
Prothonotary

ADAM KREMLAS, a minor, by : IN THE COURT OF COMMON PLEAS OF
JOHN KREMLAS and LINDA ROBUCK, : CLEARFIELD COUNTY, PENNSYLVANIA
as parents and natural guardians; and :
JOHN KREMLAS, :
Plaintiffs, : CIVIL ACTION - Law
:
vs. : No.: C.D. 2002
:
DuBOIS REGIONAL MEDICAL CENTER; :
JOHN W. SIAR, MD; ROBIN McKENRICK, :
RNC; MARIANNE K. SNEDDEN, RN; and :
KIMBERLY FACCHINE, RN; :
Defendants. :
:

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY OF SAID COUNTY:

Kindly issue Writs of Summons in civil action against the above-named Defendants
in the above-captioned matter.

Please deliver the Summons to the Sheriff of Clearfield County for services as
follows:

DuBOIS REGIONAL MEDICAL CENTER, 100 Hospital Avenue, DuBois;
JOHN W. SIAR, MD; DuBois Regional Medical Center East, Maple Avenue, DuBois;
ROBIN McKENRICK, RNC, DuBois Regional Medical Center East, Maple Avenue, DuBois;
MARIANNE K. SNEDDEN, RN, DuBois Regional Medical Center East, Maple Avenue, DuBois;
KIMBERLY FACCHINE, RN, DuBois Regional Medical Center East, Maple Avenue, DuBois.

Respectfully submitted,



John G. Achille
Attorney for Plaintiffs

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

COPY

SUMMONS

**Adam Kremblas, a minor, by
John Kremblas and
Linda Robuck, as parents and natural
guardians; and John Kremblas**

Vs.

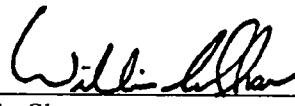
NO.: 2002-00237-CD

**DuBois Regional Medical Center;
John W Siar, MD;
Robin Mckenrick, RNC;
Marianne K Snedden, RN and
Kimberly Facchine, RN**

**TO: DUBOIS REGIONAL MEDICAL CENTER
JOHN W SIAR MD
ROBIN MCKENRICK RNC
MARIANNE K SNEEDDEN RN
KIMBERLY FACCHINE RN**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 02/19/2002



William A. Shaw
Prothonotary

**Issuing Attorney:
John G. Achille, Esquire
379 Main Street
Brookville, PA 15825
(814) 849-6701**

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

ADAM KREMLAS, a minor, by) No.: 2002-00237
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural) Type of Case: Civil Action
guardians; and JOHN KREMLAS,)
)
Plaintiffs,)
) JURY TRIAL DEMANDED
vs.)
) Type of Pleading:
DUBOIS REGIONAL MEDICAL) PRAECIPE FOR ENTRY OF APPEARANCE
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN,)
and KIMBERLY FACCHINE, RN,)
)
Defendants.) Filed on Behalf of: Defendant
) JOHN W. SIAR, M.D.
)
)
) Counsel of Record for this Party:
) JOHN W. BLASKO
) Court I.D. No.: 06787
)
)
)
) McQUAIDE, BLASKO, SCHWARTZ,
) FLEMING & FAULKNER, INC.
)
)
) 811 University Drive
) State College, PA 16801
) (814) 238-4926
)
)
)
) Counsel of Record for
) Adverse Party:
) JOHN G. ACHILLE, ESQUIRE

Dated: 3/1/02

FILED

MAR 04 2002

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
Plaintiffs,) NO. 2002-00237
vs.)
DuBOIS REGIONAL MEDICAL) JURY TRIAL DEMANDED
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
Defendants.)

PRAEICE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter our appearance on behalf of the Defendant, JOHN W. SIAR, M.D., in the above matter.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: John W. Blasko
JOHN W. BLASKO
Attorneys for Defendant
JOHN W. SIAR
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: 3/1/02

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
)
Plaintiffs,) NO. 2002-00237
)
vs.)
) JURY TRIAL DEMANDED
DuBOIS REGIONAL MEDICAL)
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
)
Defendants.)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Praeipe for Appearance on behalf of
Defendant, John W. Siar, M.D., in the above-referenced matter was mailed by regular mail, first
class, at the Post Office, State College, Pennsylvania, postage prepaid, this 1st day of
March, 2002, to John G. Achille, 379 Main Street, Brookville, PA 15825.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: John W. Blasko
JOHN W. BLASKO
Attorneys for Defendant
JOHN W. SIAR, M.D.

FILED

m
1:11-BH
MAR 04 2002

cc

William A. Shaw
Prothonotary

WAS

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

ADAM KREMLAS, a minor, by) No.: 2002-00237
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural) Type of Case: Civil Action
guardians; and JOHN KREMLAS,)
)
Plaintiffs,)
) JURY TRIAL DEMANDED
vs.)
) Type of Pleading:
DUBOIS REGIONAL MEDICAL) PRAECIPE FOR RULE TO FILE A
CENTER, JOHN W. SIAR, M.D.,) COMPLAINT
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN,)
and KIMBERLY FACCHINE, RN,)
)
Defendants.) Filed on Behalf of: Defendant
) JOHN W. SIAR, M.D
)
)
) Counsel of Record for this Party:
) JOHN W. BLASKO
) Court I.D. No.: 06787
)
)
) McQUAIDE, BLASKO, SCHWARTZ,
) FLEMING & FAULKNER, INC.
)
) 811 University Drive
) State College, PA 16801
) (814) 238-4926
)
)
) Counsel of Record for
) Adverse Party:
) JOHN G. ACHILLE, ESQUIRE

Dated: 3/1/02

FILED

MAR 04 2002

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
Plaintiffs,) NO. 2002-00237
vs.)
DuBOIS REGIONAL MEDICAL) JURY TRIAL DEMANDED
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
Defendants.)

PRAEICE FOR RULE TO FILE A COMPLAINT

TO THE PROTHONOTARY:

Please issue a Rule on Plaintiffs to file their Complaint within twenty (20) days from service thereof or suffer a judgment of non pros against them.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: J. W. Blasko
JOHN W. BLASKO
Attorneys for Defendant,
JOHN W. SIAR, M.D.
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: 3/1/02

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
Plaintiffs,) NO. 2002-00237
vs.)
DuBOIS REGIONAL MEDICAL) JURY TRIAL DEMANDED
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
Defendants.)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Praeclipe for Rule to File a Complaint on behalf of Defendant, John W. Siar, M.D., in the above-referenced matter was mailed by regular mail, first class, at the Post Office, State College, Pennsylvania, postage prepaid, this 1st day of March, 2002, to John G. Achille, 379 Main Street, Brookville, PA 15825.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: John W. Blasko
JOHN W. BLASKO
Attorneys for Defendant
JOHN W. SIAR, M.D.

FILED

NO
cc

3/11/02

MAR 04 2002

Rule issued to Amy

William A. Shaw
Prothonotary

LS

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
Plaintiffs,) NO. 2002-00237
vs.)
DuBOIS REGIONAL MEDICAL)
CENTER, JOHN W. SIAR, M.D.,) JURY TRIAL DE
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
Defendants.)

COPY

RULE

TO: Adam Kremblas, a minor by John Kremblas
and Linda Robuck, Plaintiffs
c/o John G. Achille, Esquire
379 Main Street
Brookville, PA 15825

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

William Shan

PROTHONOTARY

Dated: 314102

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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

: No. 2002 - 237 - CD
: ISSUE:
: PRAECIPE FOR APPEARANCE

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, M.D.;
ROBIN McKENRICK, RNC;
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN,

: Filed on behalf of Defendants,
DUBOIS REGIONAL MEDICAL
CENTER, ROBIN McKENRICK, RNC,
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN

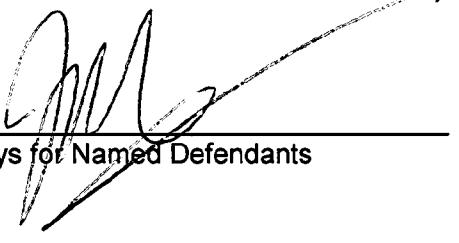
Defendants

: Counsel of Record:
John L. McIntyre, Esquire
PA I.D. #28015

: McINTYRE, DUGAS, HARTYE &
SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE WITHIN
WAS MAILED TO ALL COUNSEL OF
RECORD THIS 27TH DAY OF FEBRUARY,
2002.



Attorneys for Named Defendants

FILED

MAR 05 2002
M 11:08 AM '02
William A. Shaw
Prothonotary


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

ADAM KREMBLAS, a minor, by JOHN KREMBLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMBLAS,

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, M.D.;
ROBIN McKENRICK, RNC;
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN,

Defendants : JURY TRIAL DEMANDED

PRAECIPE FOR APPEARANCE

TO: PROTHONOTARY

Kindly enter my appearance as counsel of record for the Defendants, DUBOIS REGIONAL MEDICAL CENTER, ROBIN McKENRICK, RNC, MARIANNE K. SNEDDEN, RN and KIMBERLY FACCHINE, RN, in the above-captioned action.

McINTYRE, DUGAS, HARTYE & SCHMITT



Attorneys for Defendants,
DUBOIS REGIONAL MEDICAL CENTER,
ROBIN McKENRICK, RNC, MARIANNE
K. SNEDDEN RN and KIMBERLY
FACCHINE, RN

John L. McIntyre, Esquire
PA I.D. #28015
P.O. Box 533
Hollidaysburg, PA 16648-0533
814/696-3581

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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

: No. 2002 - 237 - CD

: ISSUE:
PRAECIPE FOR RULE TO FILE
COMPLAINT

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, M.D.;
ROBIN McKENRICK, RNC;
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN,

: Filed on behalf of Defendants,
DUBOIS REGIONAL MEDICAL
CENTER, ROBIN McKENRICK, RNC,
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN

: Counsel of Record:
John L. McIntyre, Esquire
PA I.D. #28015

: McINTYRE, DUGAS, HARTYE &
SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

: JURY TRIAL DEMANDED

Defendants

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE WITHIN
WAS MAILED TO ALL COUNSEL OF
RECORD THIS 27TH DAY OF FEBRUARY,
2002.

Atorneys for Named Defendants

FILED

MAR 06 2002

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by JOHN
KREMLAS and LINDA ROBUCK, as
parents and natural guardians; and
JOHN KREMLAS,

: No. 2002 - 237 - CD

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, M.D.;
ROBIN McKENRICK, RNC;
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN,

Defendants

: JURY TRIAL DEMANDED

PRAECIPE FOR RULE TO FILE COMPLAINT

TO: PROTHONOTARY:

Please enter a Rule upon Plaintiffs, **ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS**, to file a Complaint in the above-captioned action within twenty (20) days of the date of service of said Rule.

McINTYRE, DUGAS, HARTYE & SCHMITT

By 

Attorneys for Defendants,
DuBois Regional Medical Center,
Robin McKenrick, RNC, Marianne K.
Snedden, RN and Kimberly Facchine,
RN

John L. McIntyre, Esquire
PA I.D. #28015
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

FILED

NO
cc

112:46
MAR 06 2002

Rule to
Atty McIntyre

William A. Shaw
Prothonotary

*cc
WAS*

COPY

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

Adam Kremblas, a minor, by John
Kremblas and Linda Robuck, as parents
and natural guardians; and John Kremblas

Vs.
DuBois Regional Medical Center
John W. Siar MD
Robin McKenrick RNC
Marianne K. Snedden RN
Kimberly Facchine RN

Case No. #2002-00237-CD

RULE TO FILE COMPLAINT

TO: Adam Kremblas, a minor, by John Kremblas and Linda Robuck, as parents and natural guardians;
and John Kremblas

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

William A. Shaw, Prothonotary

Dated: March 6, 2002

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
Plaintiffs,) NO. 2002-00237
vs.)
DuBOIS REGIONAL MEDICAL) JURY TRIAL DEMANDED
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
Defendants.)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendant Siar's Interrogatories & Request for Production (Set One), Request for Production (Set Two) and Expert Interrogatories in the above-referenced matter were mailed by regular mail, first class, at the Post Office, State College, Pennsylvania, postage prepaid, this 7th day of March, 2002, to John G. Achille, Esquire, 379 Main Street, Brookville, PA 15825 and John McIntyre, Esquire, P. O. Box 533, Hollidaysburg, PA 16648.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By:

JOHN W. BLASKO
Attorneys for Defendant
JOHN W. SIAR, M.D.

FILED

MAR 08 2002
m/107 nocc 90
William A. Shaw
Prethonotary

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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, M.D.;
ROBIN McKENRICK, RNC;
MARIANNE K. SNEEDEN, RN and
KIMBERLY FACCHINE, RN,

Defendants

No. 2002 - 237 - CD

ISSUE:
CERTIFICATE OF SERVICE OF RULE
TO FILE COMPLAINT

Filed on behalf of Defendants,
DUBOIS REGIONAL MEDICAL
CENTER, ROBIN McKENRICK, RNC,
MARIANNE K. SNEEDEN, RN and
KIMBERLY FACCHINE, RN

Counsel of Record:
John L. McIntyre, Esquire
PA I.D. #28015

McINTYRE, DUGAS, HARTYE &
SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE WITHIN
WAS MAILED TO ALL COUNSEL OF
RECORD THIS 7TH DAY OF MARCH,
2002.



Attorneys for Named Defendants

FILED

MAR 08 2002

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by JOHN
KREMLAS and LINDA ROBUCK, as
parents and natural guardians; and
JOHN KREMLAS,

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, M.D.;
ROBIN McKENRICK, RNC;
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN,

Defendants

No. 2002 - 237 - CD

JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE OF RULE TO FILE COMPLAINT

TO: PROTHONOTARY

You are hereby notified that on the 7th day of **MARCH, 2002**, Defendants, Robin
McKenrick, RNC, Marianne K. Snedden, RN and Kimberly Facchine, RN and DuBois
Regional Medical Center, served a Rule upon the Plaintiffs, by mailing the original of
same via First Class Mail, postage prepaid, addressed to Plaintiffs' counsel:

John G. Achille, Esquire
379 Main Street
Brookville, PA 15825

McINTYRE, DUGAS, HARTYE & SCHMITT


Attorneys for Defendants,
DUBOIS REGIONAL MEDICAL CENTER,
ROBIN McKENRICK, RNC,
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN

John L. McIntyre, Esquire
PA I.D. 28015
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

FILED
MAR 11 2002
MAR 08 2002

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by) No.: 2002-00237
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural) Type of Case: Civil Action
guardians; and JOHN KREMLAS,)
)
Plaintiffs,)
) JURY TRIAL DEMANDED
vs.)
) Type of Pleading:
DUBOIS REGIONAL MEDICAL) RULE TO FILE A COMPLAINT
CENTER, JOHN W. SIAR, M.D.,) CERTIFICATE OF SERVICE
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN,)
and KIMBERLY FACCHINE, RN,)
)
Defendants.) Filed on Behalf of: Defendant
) JOHN W. SIAR, M.D
)
)
) Counsel of Record for this Party:
) JOHN W. BLASKO
) Court I.D. No.: 06787
)
)
) McQUAIDE, BLASKO, SCHWARTZ,
) FLEMING & FAULKNER, INC.
)
)
) 811 University Drive
) State College, PA 16801
) (814) 238-4926
)
)
) Counsel of Record for
) Adverse Party:
) JOHN G. ACHILLE, ESQUIRE

Dated: 3/7/02

FILED

MAR 08 2002

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
Plaintiffs,) NO. 2002-00237
vs.)
DuBOIS REGIONAL MEDICAL) JURY TRIAL DEMANDED
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
Defendants.)

RULE

TO: Adam Kremblas, a minor by John Kremblas
and Linda Robuck, Plaintiffs
c/o John G. Achille, Esquire
379 Main Street
Brookville, PA 15825

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

Willis L. Shan
PROTHONOTARY

Dated: 3/4/63

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

ADAM KREMLAS, a minor, by)
JOHN KREMLAS and LINDA)
ROBUCK, as parents and natural)
guardians; and JOHN KREMLAS,)
)
Plaintiffs,) NO. 2002-00237
)
vs.)
) JURY TRIAL DEMANDED
DuBOIS REGIONAL MEDICAL)
CENTER, JOHN W. SIAR, M.D.,)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN)
and KIMBERLY FACCHINE, RN,)
)
Defendants.)

CERTIFICATE OF SERVICE

I hereby certify that the original Rule to File a Complaint on behalf of Defendant, John W. Siar, M.D., in the above-referenced matter was mailed by regular mail, first class, at the Post Office, State College, Pennsylvania, postage prepaid, this 7th day of March, 2002, to John G. Achille, 379 Main Street, Brookville, PA 15825 and true and correct copy of same to John McIntyre, P.O. Box 533, Hollidaysburg PA 16648.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 
JOHN W. BLASKO
Attorneys for Defendant
JOHN W. SIAR, M.D.

FILED
MILLIE NO
MAR 08 2002
cc

William A. Shaw
Prothonotary

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

ADAM KREMBLAS, a minor, by JOHN)
KREMBLAS and LINDA ROBUCK, as)
parents and natural guardians;)
and JOHN KREMBLAS,)
Plaintiffs)
v.)
DUBOIS REGIONAL MEDICAL CENTER,)
JOHN W. SIAR, M.D., ROBIN)
McKENRICK, RNC, MARIANNE K.)
SNEDDEN, RN and KIMBERLY)
FACCHINE, RN,)
Defendants)
No. 2002 - 237 - CD
Type of Pleading:
**PRAECLPSE TO WITHDRAW
APPEARANCE**
Filed on behalf of:
Plaintiffs
Counsel of Record for these
Parties:
John G. Achille, Esquire
PA I.D. # 28431
ACHILLE ELLERMAYER & FRENCH
Attorneys at Law
379 Main Street
Brookville, PA 15825-1221
(814) 849-6701

FILED

APR 08 2002
m 11:41/ncc
William A. Shaw
Prothonotary

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

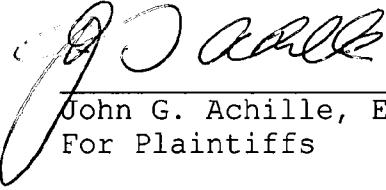
ADAM KREMLAS, a minor, by JOHN) No. 2002 - 237 - CD
KREMLAS and LINDA ROBUCK, as)
parents and natural guardians;) Type of Pleading:
and JOHN KREMLAS,) **PRAECIPE TO WITHDRAW**
) **APPEARANCE**
Plaintiffs)
v.) Filed on behalf of:
) Plaintiffs
DUBOIS REGIONAL MEDICAL CENTER,)
JOHN W. SIAR, M.D., ROBIN) Counsel of Record for these
McKENRICK, RNC, MARIANNE K.) Parties:
SNEDDEN, RN and KIMBERLY)
FACCHINE, RN,) John G. Achille, Esquire
) PA I.D. # 28431
Defendants)

PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw my appearance for the Plaintiffs in the
above-captioned case.

Date: 3-28-02


John G. Achille, Esquire
For Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER,
JOHN W. SIAR, M.D., ROBIN
McKENRICK, RNC, MARIANNE K.
SNEDDEN, RN and KIMBERLY
FACCHINE, RN,

Defendants.

CIVIL DIVISION

CASE NO.: 2002 - 237 CD

TYPE OF PLEADING: Praeclipe for Appearance

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE
OF COUNSEL OF RECORD:

John A. Caputo, Esquire
JOHN A. CAPUTO & ASSOCIATES
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222
(412) 391-4990

ATTORNEY'S STATE ID#16370

FILED

APR 08 2002

11:24 AM '02

William A. Shaw
Prothonotary

PRAECIPE FOR APPEARANCE

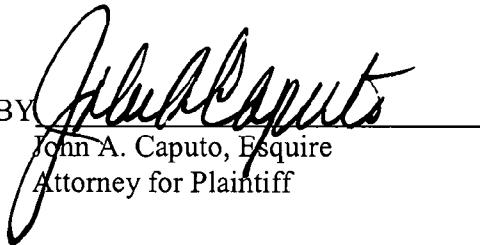
TO THE PROTHONOTARY:

Kindly enter the appearance of JOHN A. CAPUTO & ASSOCIATES on behalf of the plaintiff in the above-captioned matter.

JOHN A. CAPUTO & ASSOCIATES

BY

John A. Caputo, Esquire
Attorney for Plaintiff

A handwritten signature in black ink, appearing to read "John A. Caputo". The signature is fluid and cursive, with "John" and "A." being more stylized, and "Caputo" being more clearly legible.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12117

KREMBLAS, ADAM, A minor

02-237-CD

VS.

DUBOIS REGIONAL MEDICAL CENTER

SUMMONS

SHERIFF RETURNS

**NOW FEBRUARY 21, 2002 AT 11:35 AM EST SERVED THE WTIHIN SUMMONS
ON JOHN W. SIAR, M.D., DEFENDANT AT EMPLOYMENT, D.R.M.C. EAST,
MAPLE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
CAROL REARMEN, P.I.C. A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS
AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

SERVED BY: SNYDER/GRASSO

**NOW FEBRUARY 21, 2002 AT 11:58 AM EST SERVED THE WITHIN SUMMONS ON
ROBIN MCKENDRICK, RNC, DEFENDANT AT EMPLOYMENT, DUBOIS REGIONAL
MEDICAL CENTER, 100 HOSPITAL AVE, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO JUDITH STOTTISH, ADM. ASST. A TRUE AND
ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE
CONTENTS THEREOF.**

SERVED BY: SNYDER/GRASSO

**NOW FEBRUARY 21, 2002 AT 11:58 AM EST SERVED THE WITHIN SUMMONS ON
MARIANNE K. SNEDDEN, RN., DEFENDANT AT EMPLOYMENT, DUBOIS REGIONAL
MEDICAL CENER, 100 HOSPITAL AVE., DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO JUDITH STOTTISH, ADM. ASST. A TRUE AND
ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE
CONTENTS THEREOF.**

SERVED By: SNYDER/GRASSO.

**NOW FEBRUARY 21, 2002 AT 11:58 AM EST SERVED THE WITHIN SUMMONS ON
KIMBERLY FACCHINE, RN., DEFENDANT AT EMPLOYMENT, DUBOIS REGIONAL
MEDICAL CENTER, 100 HOSPITAL AVE., DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO JUDITH STOTTISH, ADM. ASST. A TRUE AND
ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE
CONTENTS THEREOF.**

SERVED BY: SNYDER/GRASSO

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12117

KREMBLAS, ADAM, A minor

02-237-CD

VS.

DUBOIS REGIONAL MEDICAL CENTER

SUMMONS

SHERIFF RETURNS

NOW FEBRUARY 21, 2002 AT 11:58 AM EST SERVED THE WITHIN SUMMONS ON
DUBOIS REGIONAL MEDICAL CENTER, DEFENDANT AT EMPLOYMENT, 100
HOSPITAL AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
JUDITH STOTTISH, ADM. ASST. A TRUE AND ATTESTED COPY OF THE ORIGINAL
SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER/GRASSO

Return Costs

Cost	Description
54.69	SHFF. HAWKINS PAID BY: ATTY..
50.00	SURACHARGE PAID BY: ATTY.

FILED

APR 15 2002

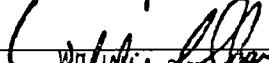
01151

William A. Shaw
Prothonotary



Sworn to Before Me This

15th Day Of April 2002



William A. Shaw
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


Chester A. Hawkins

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER,
JOHN W. SIAR, M.D., ROBIN
McKENRICK, RNC, MARIANNE K.
SNEDDEN, RN and KIMBERLY
FACCHINE, RN,

Defendants.

CIVIL DIVISION

CASE NO.: 2002 – 237 CD

TYPE OF PLEADING: Complaint

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE
OF COUNSEL OF RECORD:

John A. Caputo, Esquire
JOHN A. CAPUTO & ASSOCIATES
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222
(412) 391-4990

ATTORNEY'S STATE ID#16370

FILED

APR 24 2002

10:50 AM
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN	)	CIVIL DIVISION
KREMLAS and LINDA ROBUCK, as parents)	
and natural guardians; and JOHN KREMLAS,	)	CASE NO.: 2002-237 cd
)	
Plaintiffs,)	
)	
vs.)	
)	
DUBOIS REGIONAL MEDICAL CENTER,)	
JOHN W. SIAR, M.D., ROBIN McKENRICK,)	
RNC, MARIANNE K. SNEDDEN, R.N. and)	
KIMBERLY FACCHINE, RN,)	
)	
Defendants.)	

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 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
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

COMPLAINT

AND NOW come the plaintiffs ADAM J. KREMLAS, a minor, by and through his parents and natural guardians JOHN KREMLAS and LINDA ROBUCK, by and through their attorneys JOHN A. CAPUTO & ASSOCIATES and complain upon a cause of action whereof the following is a statement:

FIRST COUNT

ADAM KREMLAS VS. DUBOIS REGIONAL MEDICAL CENTER

- 1) Plaintiff ADAM J. KREMLAS is a minor, and brings this action through, and resides with, his parents and natural guardians JOHN KREMLAS and LINDA ROBUCK at 119 B Main Street, Johnsonburg, Elk County, Pennsylvania, 15845, and at 426 Water Street Extension, Apt. C6, Johnsonburg, Elk County, Pennsylvania, 15845 respectively.
- 2) Defendant DUBOIS REGIONAL MEDICAL CENTER, hereinafter "DUBOIS MEDICAL," is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania whose principal place of business is located at 100 Hospital Avenue, DuBois, Clearfield County, Pennsylvania, 15801 and is and was an organization engaged in providing hospital facilities for treatment of patients including a neonatal intensive care unit.
- 3) At all times material hereto, defendant DUBOIS MEDICAL held itself out as possessing the requisite facilities and skill, including properly trained medical, nursing, and

technical personnel, for the safe and proper treatment in handling of patients and their conditions in the neonatal intensive care unit.

4) At all times material hereto, defendant DUBOIS MEDICAL acted by and through its authorized agents, ostensible agents, servants, and employees who were acting within the scope of their authority and on the business of said defendant and under its direct control and supervision, including, but not limited to, Robin McKenrick, R.N.C. and Marianne K. Snedden, R.N., Kimberly Facchine, R.N.

5) On February 17, 2000, at approximately 10:30 o'clock A.M., minor plaintiff sought treatment by the Neonatal Intensive Care Unit of defendant DUBOIS MEDICAL for hypoglycemia.

6) On said date and time, plaintiffs believe and aver that the agents and servants of defendant's Neonatal Intensive Care Unit installed and/or inserted in minor plaintiff's left hand an intravenous line (herein IV) for the purpose of administering medications. The intravenous fluids administered by defendant were calcium gluconate initially and magnesium sulfate was added at approximately 1:20 o'clock P.M.

7) At approximately 3:00 P.M. on February 17, 2000, defendant through its employees and servants noticed that the fluids being administered had infiltrated and extravasated to the tissues of the entire dorsum of minor plaintiff's left hand, causing swelling and red, contused and swollen appearance, and eventually a full thickness skin and tissue burn.

8) The injuries and damages hereinafter set forth were caused by and were the direct result of the negligence, carelessness, and improper treatment by defendants in the following particulars:

- a) In failing to properly insert and install the IV;
- b) In failing to properly monitor the IV to insure that it was properly installed;
- c) In failing to properly monitor the IV and the area on plaintiff's hand around the IV after inserting it to assure that it was properly placed, functioned and/or had not moved from its inserted position to a position allowing it to infiltrate body tissues;
- d) In allowing the IV position to change;
- e) In failing to properly monitor minor plaintiff;
- f) In failing to timely and diligently discover the IV malposition and/or the infiltration.

9) As a direct result of the aforesaid conduct of the defendant, minor plaintiff has suffered the following severe damage and injuries, some or all of which may be permanent in nature:

- a) Severe burns to the left hand.
- b) Permanent scarring to the left hand;
- c) Loss of function and/or developmental delay in using the hand;
- d) Emotional injury;

- e) Injuries to the nerves, muscles, and tissues of the left hand.

10) As a further result of the conduct of the defendant as hereinabove set forth, plaintiff ADAM KREMBLAS has suffered the following damages:

- a) He has suffered and will suffer in the future great pain, suffering, inconvenience and mental anguish;
- b) He has suffered permanent scarring to his left hand;
- c) He has been and will in the future be required to undergo medical treatment;
- d) He had been deprived of the ordinary pleasures of life,

WHEREFORE, plaintiff claims damages of the defendant in an amount in excess of TWENTY THOUSAND (\$20,000.00) DOLLARS.

SECOND COUNT

JOHN KREMBLAS and LINDA ROBUCK V. DUBOIS REGIONAL MEDICAL CENTER

11) The averments of paragraphs 1 through 10 inclusive of this Complaint are incorporated herein by reference thereto as though the same were fully set forth herein.

12) As a direct result of the conduct of defendants, plaintiffs JOHN KREMBLAS and LINDA ROBUCK have been and will be required to expend large sums of money for the medical, surgical, and hospital care necessary for treating minor plaintiff.

WHEREFORE, plaintiffs claim damages of defendants in an amount in excess of TWENTY THOUSAND (\$20,000.00) DOLLARS.

A JURY TRIAL IS DEMANDED

JOHN A. CAPUTO & ASSOCIATES

BY:


John A. Caputo, Esquire
Attorneys for Plaintiff

VERIFICATION

I, JOHN KREMLAS have read the foregoing COMPLAINT. The factual information therein which was provided by me to my attorney is true and correct to the best of my personal knowledge, information and belief.

Any other contents of the Complaint including additional factual averments, legal theories or conclusions of law have been prepared by my attorneys, who have signed the pleading and are based upon their investigation and analysis of information available to them and the applicable law.

I make this statement subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



JOHN KREMLAS

DATED: *April 19, 2002*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER,
JOHN W. SIAR, M.D., ROBIN
McKENRICK, RNC, MARIANNE K.
SNEDDEN, RN and KIMBERLY
FACCHINE, RN,

Defendants.

CIVIL DIVISION

CASE NO.: 2002 - 237 CD

TYPE OF PLEADING: Stipulation

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE
OF COUNSEL OF RECORD:

John A. Caputo, Esquire
JOHN A. CAPUTO & ASSOCIATES
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222
(412) 391-4990

ATTORNEY'S STATE ID#16370

FILED

JUN 17 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN	)	CIVIL DIVISION
KREMLAS and LINDA ROBUCK, as)	
parents and natural guardians;	)	CASE NO.: 2002 – 237 CD
and JOHN KREMLAS,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
DUBOIS REGIONAL MEDICAL CENTER,)	
JOHN W. SIAR, M.D., ROBIN)	
McKENRICK, RNC. MARIANNE K.)	
SNEDDEN, RN and KIMBERLY)	
FACCHINE, RN,)	
)	
Defendants.)	

STIPULATION

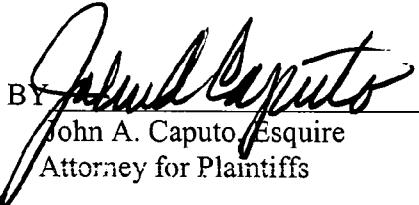
AND NOW, this parties in the above case by and through their attorneys stipulate and agree as follows:

- 1) Plaintiff will file a Complaint in the above case against DuBois Regional Medical Center.
- 2) Individual defendants John W. Siar, M.D. and Robin McKenrick, RNC, Marianne K. Snedden, RN and Kimberly Facchine, RN shall be dismissed from the caption provided

however that the case may proceed against DuBois Regional Medical Center on the basis of vicarious liability through employees or ostensible agents.

No claims will be made as to Dr. Siar.

JOHN A. CAPUTO & ASSOCIATES

BY 

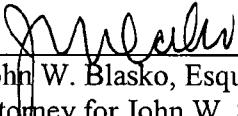
John A. Caputo, Esquire
Attorney for Plaintiffs

McINTYRE, DUGAS, HARTYE & SCHMITT

BY 

John L. McIntyre, Esquire
Attorney for Defendants DuBois Regional
Medical Center, Robin McKenick, RNC,
Marianne K. Snedden, RN and Kimberly
Facchine, RN

McQUAIDE BLASKO

BY 

John W. Blasko, Esquire
Attorney for John W. Siar, M.D.

FILED

11:33 AM
JUN 17 2002

no cc

William A. Shaw
Prothonotary

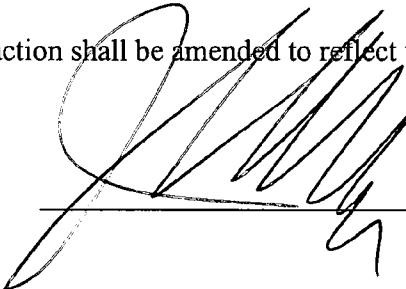


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN) CIVIL DIVISION
KREMLAS and LINDA ROBUCK, as)
parents and natural guardians; and) 2002-237 CD
JOHN KREMLAS,)
)
Plaintiffs,)
)
vs.)
)
DUBOIS REGIONAL MEDICAL CENTER,)
JOHN W. SIAR, M.D., ROBIN)
McKENRICK, RNC, MARIANNE K.)
SNEDDEN, RN and KIMBERLY FACCHINE,)
RN,)
)
Defendants.

ORDER OF COURT

AND NOW, this 25th day of June, 2002, the attached Stipulation is adopted and it is hereby Ordered that individual defendants JOHN W. SIAR, M.D., ROBIN McKENRICK, RNC, MARIANNE K. SNEDDEN, RN and KIMBERLY FACCHINE, RN are dismissed and the caption of this action shall be amended to reflect the dismissals.



J.

FILED

JUN 21 2002

William A. Shaw
Prothonotary

FILED cc
01910565
JUN 21 2002
Ang Caputo
SAC

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER; JOHN W. SIAR, M.D.; ROBIN McKENRICK, RNC; MARIANNE K. SNEDDEN, RN and KIMBERLY FACCHINE, RN,

Defendants

: No. 2002 - 237 - CD

ISSUE:

ANSWER AND NEW MATTER
TO PLAINTIFFS' COMPLAINT ON
BEHALF OF DUBOIS REGIONAL
MEDICAL CENTER

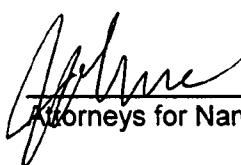
Filed on behalf of Defendants,
DUBOIS REGIONAL MEDICAL
CENTER, ROBIN McKENRICK, RNC,
MARIANNE K. SNEDDEN, RN and
KIMBERLY FACCHINE, RN

Counsel of Record:
John L. McIntyre, Esquire
PA I.D. #28015

McINTYRE, DUGAS, HARTYE &
SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE WITHIN
WAS MAILED TO ALL COUNSEL OF
RECORD THIS 18TH DAY OF JUNE,
2002.



Attorneys for Named Defendants

FILED

JUN 19 2002

1011171n0cc

William A. Shaw
Prothonotary

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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,	:	No. 2002 – 237 – CD
Plaintiffs		.....
vs.	.....	.....
DUBOIS REGIONAL MEDICAL CENTER; JOHN W. SIAR, M.D.; ROBIN McKENRICK, RNC; MARIANNE K. SNEDDEN, RN and KIMBERLY FACCHINE, RN,	:	.....
Defendants		JURY TRIAL DEMANDED

**ANSWER AND NEW MATTER TO PLAINTIFFS' COMPLAINT ON BEHALF OF
DuBOIS REGIONAL MEDICAL CENTER**

AND NOW, comes the defendant, DuBois Regional Medical Center, and files the following Answer and New Matter to the plaintiffs' Complaint and in support sets forth the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. In response to Paragraph 6, is it admitted that an IV was inserted

into the plaintiff's left hand for the purpose of administering medications. The

medications which were administered included calcium gluconate and magnesium sulfate, such medications were administered at approximately 1:20 p.m.

7. In response to Paragraph 7 of plaintiffs' Complaint, it is admitted that at approximately 3:00 p.m., the IV was noted to be infiltrated. As to the extent of the infiltration, the same is noted in the hospital record, which is incorporated in response as though the same were set forth herein at length. As to the nature of the injury which occurred, after reasonable investigation, this answering defendant is without sufficient knowledge or information so as to form a belief as to the truth or falsity of same and strict proof is demanded at trial.

8. In response to Paragraph 8 and said subparagraphs, they are all denied in accordance with Pa.R.C.P. 1029. By way of further answer, at all times, the nurses in the NICU acted appropriately in inserting and installing the IV and in attempting to monitor the IV to insure that the same was properly functioning at all time. Further, it is denied that any injuries or damages were caused by any act of negligence or carelessness or any inaction on the part of DRMC and strict proof of same is demanded at the time of trial.

9-10. In response to Paragraphs 9 and 10 of the plaintiffs' Complaint, after reasonable investigation, DRMC is without sufficient knowledge or information so as to form a belief as to the truth or falsity of the injuries and damages being claimed on behalf of Adam Kremblas. Strict proof of all claims for injuries and damages as set forth in Paragraphs 9 and 10 of the Plaintiffs' Complaint is demanded at the time of trial.

WHEREFORE, the defendant, DuBOIS REGIONAL MEDICAL CENTER, respectfully requests that Count One of the plaintiffs' Complaint be dismissed with prejudice and judgment entered in its favor.

COUNT TWO

JOHN KREMLAS and LINDA ROBUCK v. DuBOIS REGIONAL MEDICAL CENTER

11. In response to Paragraph 11 of the plaintiffs' Complaint, DuBois Regional Medical Center incorporates by reference its prior answers to Paragraphs 1 through 10, as though the same were set forth at length.

12. In response to Paragraph 12 of the plaintiffs' Complaint, after reasonable investigation, DRMC is without sufficient knowledge or information so as to form a belief as to the truth or falsity of the claims of John Kremblas and Linda Robuck as to expenditures of money for medical, surgical, or other care and strict proof of all claims for damages and medical expenses as set forth in Paragraph 12 is demanded at the time of trial.

WHEREFORE, the defendant, DuBois Regional Medical Center, respectfully requests that Count Two of the plaintiffs' Complaint be dismissed with prejudice and judgment entered in its favor.

NEW MATTER

AND NOW, comes the defendant, DuBois Regional Medical Center, and sets forth the following New Matter:

13. It is believed and therefore averred that the plaintiff's injury, to the extent some or all of them may be proven to exist, are the result of facts and

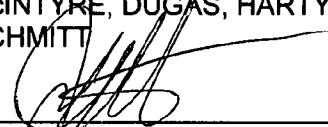
circumstances beyond the reasonable control of this defendant and did not arise from any act or omission on the part of this defendant.

14. DuBois Regional Medical Center herein asserts all defenses available pursuant to the Health Care Services Malpractice Act.

WHEREFORE, DUBOIS REGIONAL MEDICAL CENTER, respectfully requests that the plaintiffs' Complaint be dismissed with prejudice and judgment entered in its favor.

Respectfully submitted,

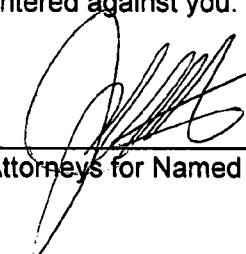
McINTYRE, DUGAS, HARTYE &
SCHMITT



Attorneys for Defendant
DUBOIS REGIONAL MEDICAL
CENTER
JOHN L. McINTYRE, ESQUIRE
PA ID# 28015
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

TO: ADAM KREMLAS, a minor, by
JOHN KREMLAS and LINDA ROBUCK, as
Parents and natural guardians; and JOHN
KREMLAS,

You are hereby notified to file a written response
to the enclosed New Matter within twenty (20)
days from service hereof or a judgment may be
entered against you.



Attorneys for Named Defendant

File # MIIIX 129 MH

VERIFICATION

I, GREGORY VOLPE, Risk Manager, do hereby verify that I have read the foregoing **ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT**. The statements therein are correct to the best of my personal knowledge or information and belief.

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

DUBOIS REGIONAL MEDICAL CENTER



Gregory Volpe, Risk Manager

Date: June 10, 2002

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

ADAM KREMBLAS, a minor, by JOHN KREMBLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMBLAS,

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER,

Defendants

: No. 2002 - 237 - CD

ISSUE:

NOTICE OF SERVICE OF
INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFFS

DATED: 6/18/02

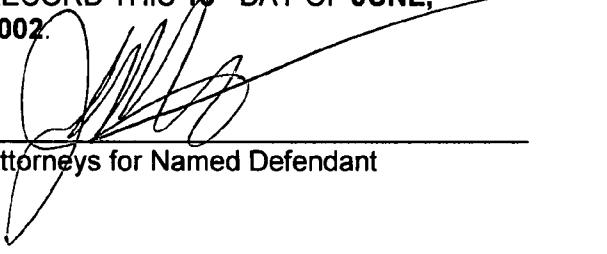
Filed on behalf of Defendant,
DUBOIS REGIONAL MEDICAL
CENTER

Counsel of Record:
John L. McIntyre, Esquire
PA I.D. #28015

McINTYRE, DUGAS, HARTYE &
SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE WITHIN
WAS MAILED TO ALL COUNSEL OF
RECORD THIS 18th DAY OF JUNE,
2002.



Attnorneys for Named Defendant

FILED

JUN 19 2002

11:18 AM Ce

William A. Shaw
Prothonotary



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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS, : No. 2002 - 237 - CD

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER,

Defendant

JURY TRIAL DEMANDED

**NOTICE OF SERVICE OF INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFFS – DATED: 6/18/02**

TO: PROTHONOTARY

You are hereby notified that on the 18th day of JUNE, 2002, Defendant, Dubois Regional Medical Center served Interrogatories and Request for Production of Documents on the Plaintiffs by mailing the original of same via First Class U.S. Mail, postage prepaid, addressed to the following:

John A. Caputo, Esquire
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222

McINTYRE DUGAS, HARTYE & SCHMITT

Attorneys for Defendant
JOHN L. MCINTYRE, ESQUIRE
PA I.D #: 28015
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER,
JOHN W. SIAR, M.D., ROBIN
McKENRICK, RNC, MARIANNE K.
SNEDDEN, RN and KIMBERLY
FACCHINE, RN,

Defendants.

CIVIL DIVISION

CASE NO.: 2002 - 237 CD

TYPE OF PLEADING: Reply to New
Matter of Defendant DuBois Regional
Medical Center

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE
OF COUNSEL OF RECORD:

John A. Caputo, Esquire
JOHN A. CAPUTO & ASSOCIATES
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222
(412) 391-4990

ATTORNEY'S STATE ID#16370

FILED

JUL 05 2002

William A. Shaw
Prothonotary

PLAINTIFF'S REPLY TO NEW MATTER OF DEFENDANT BUBOIS
REGIONAL MEDICAL CENTER

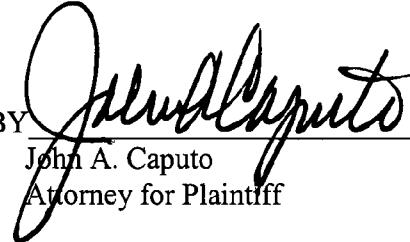
AND NOW come plaintiffs, by and through their attorneys, JOHN A. CAPUTO & ASSOCIATES, and makes the following reply to the new matter of defendant DuBois Regional Medical Center:

13) The averments of paragraph 13 are denied. It is specifically denied that plaintiff's injury was the result of circumstances beyond the reasonable control of defendant Hospital and did not arise from any act or omission on the part of defendant hospital. On the contrary, plaintiff's injury and all of his damages are a direct result of the acts set forth in plaintiff's complaint against defendant hospital, all of which were within the control of the defendant hospital, through its agents and servants and employees.

14) The statement of paragraph 14 does not contain any factual allegations and does not require a response.

WHEREFORE, the New Matter of Defendant should be dismissed.

JOHN A. CAPUTO & ASSOCIATES

BY 
John A. Caputo
Attorney for Plaintiff

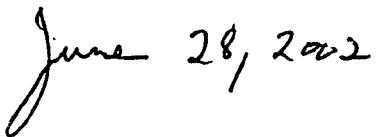
VERIFICATION

I, JOHN KREMLAS, have read the foregoing REPLY TO NEW MATTER. The factual information therein is true and correct to the best of my personal knowledge or information and belief.

I make this statement subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



JOHN KREMLAS

DATED: 

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and correct copy of the within Plaintiff's Reply to New Matter of Defendant DuBois Regional Medical Center was sent first-class mail, postage prepaid, on the 3 day of July, 2002 to the following individual:

John L. McIntyre, Esquire
McINTYRE, DUGAS, HARTYE & SCHMITT
P.O. Box 533
Pittsburgh, PA 16648

John W. Blasko, Esquire
McQUAIDE BLASKO
811 University Drive
State College, PA 16801

JOHN A. CAPUTO & ASSOCIATES

BY: 
John A. Caputo
Attorney for Plaintiff

FILED

NO
cc

112-34-64

JUL 05 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM J. KREMBLAS, a minor, by) CIVIL DIVISION
and through his parents JOHN KREMBLAS)
and LINDA ROBUCK and JOHN KREMBLAS) CASE NO.: 2002-237-CD
and LINDA ROBUCK, individually and)
in their own right,)
Plaintiffs,)
vs.)
DUBOIS REGIONAL MEDICAL CENTER,)
a corporation,)
Defendant.)

FILED

JAN 14 2003

William A. Shaw
Prothonotary

NOW, this 13th day of January, 2003, upon consideration of the attached Motion to Withdraw as Counsel, a Rule is hereby issued upon John Kremblas and Linda Robuck to Show Cause why the Motion should not be granted. Rule Returnable twenty (20) days from this date for filing written response.

N O T I C E

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 or 1301

BY THE COURT:

J.

FILED

3cc

01/11/32

Atty Cox
Jan 14 1963
C.R.

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM J. KREMLAS, a minor, by
and through his parents JOHN KREMLAS
and LINDA ROBUCK and JOHN KREMLAS
and LINDA ROBUCK, individually and
in their own right,

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER,
a corporation,

Defendant.

CIVIL DIVISION

CASE NO.: 2002-237-CD

TYPE OF PLEADING: Motion to
Withdraw as Counsel

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE
OF COUNSEL OF RECORD:

John A. Caputo, Esquire
JOHN A. CAPUTO & ASSOCIATES
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222
(412) 391-4990

ATTORNEY'S STATE ID#16370

FILED

JAN 13 2003

William A. Shaw
Prothonotary

MOTION TO WITHDRAW AS COUNSEL

AND NOW, comes JOHN A. CAPUTO & ASSOCIATES, and files the following Motion to Withdraw as Counsel, averring in support thereof as follows:

- 1) This action sounding in medical negligence, arising from a burn injury to minor plaintiff Adam Kremblas' left hand caused by an improperly positioned intravenous line, was initiated by a Writ of Summons filed on or about February 19, 2002 by John G. Achille, Esquire.
- 2) On or about April 5, 2002, Attorney Achille filed a Praeclipe to Withdraw Appearance and present counsel filed a Praeclipe for Appearance.
- 3) On or about April 23, 2002, present counsel filed a Complaint after the execution of a Stipulation dismissing less than all of the defendants.
- 4) Present counsel no longer wish to represents plaintiffs in this matter.
- 5) Counsel requests an appropriate period of time, ninety (90) days, from the date of this Honorable Court's Order permitting them to withdraw their appearance in which plaintiffs may retain new counsel or otherwise act without prejudice to their claims.

WHEREFORE, John A. Caputo & Associates respectfully request this Honorable Court to issue an Order granting them permission to withdraw their appearance and granting plaintiff a

period of ninety (90) days in which to obtain new counsel or to otherwise act without prejudice to their claims.

Respectfully submitted,

JOHN A. CAPUTO & ASSOCIATES

BY: 

Allan M. Cox, Esquire
Attorneys for Plaintiffs

FILED

NO
cc

312574
JAN 13 2003

cc
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM J. KREMLAS, a minor, by	)	CIVIL DIVISION
and through his parents JOHN KREMLAS)	
and LINDA ROBUCK and JOHN KREMLAS	)	CASE NO.: 2002-237-CD
and LINDA ROBUCK, individually and)	
in their own right,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
DUBOIS REGIONAL MEDICAL CENTER,)	
a corporation,)	
)	
Defendant.)	

ORDER OF COURT

AND NOW, this _____ day of _____, 2003, upon consideration of their Motion to Withdraw as Counsel, JOHN A. CAPUTO & ASSOCIATES are permitted to withdraw their appearance and plaintiffs are granted a period of ninety (90) days in which to obtain new counsel or to otherwise act without prejudice to their claims.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMLAS,

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER,
JOHN W. SIAR, M.D., ROBIN
McKENRICK, RNC, MARIANNE K.
SNEDDEN, RN and KIMBERLY
FACCHINE, RN,

Defendants.

CIVIL DIVISION

CASE NO.: 2002 – 237 CD

TYPE OF PLEADING: Certificate Of Service Of Rule to Show Cause Why Plaintiff's Motion to Withdraw as Counsel Should Not Be Granted

NAME, ADDRESS AND TELEPHONE OF COUNSEL OF RECORD:

John A. Caputo, Esquire
JOHN A. CAPUTO & ASSOCIATES
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222
(412) 391-4990

ATTORNEY'S STATE ID#16370

FILED
CLERK'S OFFICE

JAN 27 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVAINA

ADAM J. KREMLAS, a minor, by	)	CIVIL DIVISION
and through his parents JOHN KREMLAS)	
and LINDA ROBUCK and JOHN KREMLAS	)	CASE NO.: 2002-237-CD
and LINDA ROBUCK, individually and)	
in their own right,)	
Plaintiffs,)	
vs.)	
DUBOIS REGIONAL MEDICAL CENTER,)	
a corporation,)	
Defendant.)	

NOW, this 13th day of January, 2003, upon consideration of the attached Motion to Withdraw as Counsel, a Rule is hereby issued upon John Kremblas and Linda Robuck to Show Cause why the Motion should not be granted. Rule Returnable twenty (20) days from this date for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 or 1301

I hereby certify this to be a true and attested copy of the original statement filed in this case.

BY THE COURT:

JAN 14 2003

/s/ JOHN K. REILLY, JR.

J.

Attest.

W. L. B.
Prothonotary/
Clerk of Courts

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and correct copy of the within Rule to Show Cause Why Plaintiff's Motion to Withdraw as Counsel should not be granted was sent via first-class mail, postage prepaid, on the 24th day of January, 2003 to the following individuals who were previously served via first-class mail with the Motion itself on January 9, 2003:

Mr. John Kremblas
119-B Main Street
Johnsonburg, PA 15845

Ms. Linda Robuck
426 Water Street Extension-Apt. C-6
Johnsonburg, PA 15845

John L. McIntyre, Esquire
McINTYRE, DUGAS, HARTYE & SCHMITT
P.O. Box 533
Holidaysburg, PA 16648-0533

JOHN A. CAPUTO & ASSOCIATES

BY: 
Allan M. Cox, Esquire
Attorney for Plaintiff

FILED NO. 03-27-03
JAN 27 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVAINA

ADAM J. KREMLAS, a minor, by
and through his parents JOHN KREMLAS
and LINDA ROBUCK and JOHN KREMLAS
and LINDA ROBUCK, individually and
in their own right,

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER,
a corporation,

Defendant.

CIVIL DIVISION

CASE NO.: 2002-237-CD

TYPE OF PLEADING: Motion to Make
Rule Absolute Granting Counsel
Permission to Withdraw
FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE
OF COUNSEL OF RECORD:

John A. Caputo, Esquire
JOHN A. CAPUTO & ASSOCIATES
Three Gateway Center
Fifth Floor East
Pittsburgh, PA 15222
(412) 391-4990

ATTORNEY'S STATE ID#16370

10/10/02

MOTION TO MAKE RULE ABSOLUTE
GRANTING COUNSEL PERMISSION TO WITHDRAW

AND NOW, come JOHN A. CAPUTO & ASSOCIATES, present counsel for plaintiffs, who file the within Motion to make Rule absolute granting them permission to withdraw as counsel and in support thereof aver the following:

- 1) On or about January 9, 2003, present counsel for plaintiffs filed a Motion to Withdraw as counsel and served all parties.
- 2) On or about January 13, 2003, a Rule to Show Cause was issued by the Court upon plaintiffs to show cause why the Motion should not be granted.
- 3) On or about January 24, 2003, present counsel for plaintiff served the Rule upon plaintiff and all present counsel.
- 4) To date no written response or objection has been filed and more than twenty (20) days from the date of service have elapsed.

WHEREFORE, John A. Caputo & Associates requests this Honorable Court to make the Rule absolute and to issue an Order permitting them to withdraw their appearance as counsel and granting a period of ninety (90) days in which plaintiffs may obtain new counsel or otherwise act without prejudice to their claims.

Respectfully submitted,

JOHN A. CAPUTO & ASSOCIATES

BY: 
Allan M. Cox, Esquire
Attorneys for Plaintiffs

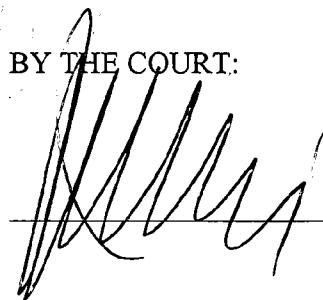
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADAM J. KREMLAS, a minor, by) CIVIL DIVISION
and through his parents JOHN KREMLAS)
and LINDA ROBUCK and JOHN KREMLAS) CASE NO.: 2002-237-CD
and LINDA ROBUCK, individually and)
in their own right,)
Plaintiffs,)
vs.)
DUBOIS REGIONAL MEDICAL CENTER,)
a corporation,)
Defendant.)

ORDER OF COURT

AND NOW, this 25th day of February, 2003, upon consideration of their Motion to Withdraw as Counsel, JOHN A. CAPUTO & ASSOCIATES are permitted to withdraw their appearance and plaintiffs are granted a period of ninety (90) days in which to obtain new counsel or to otherwise act without prejudice to their claims.

BY THE COURT:

A handwritten signature in black ink, appearing to be a stylized 'J' or a similar character, is written over a horizontal line. To the right of the signature, the letter 'J.' is handwritten.

FILED

FEB 25 2003

**William A. Shaw
Prothonotary**

FILED

2cc

01/03/03
FEB 25 2003

Andy Caputo

(Signature)

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and correct copy of the within Motion to Make Rule Absolute Granting Counsel Permission to Withdraw was sent via first-class mail, postage prepaid, on the 14th day of February, 2003 to the following:

Mr. John Kremblas
522 First Avenue, Apt. #1
Johnsonburg, PA 15845

Ms. Linda Robuck
119-B Main Street
Johnsonburg, PA 15845

John L. McIntyre, Esquire
McINTYRE, DUGAS, HARTYE & SCHMITT
P.O. Box 533
Holidaysburg, PA 16648-0533

JOHN A. CAPUTO & ASSOCIATES

BY: 

Allan M. Cox, Esquire
Attorney for Plaintiff

FILED NO
m) 1:14-CV-00
FEB 18 2003
FED

William A. Shaw
Prothonotary

SHELLER, LUDWIG & BADEY
By: Jamie L. Sheller, Esquire
Attorney I.D. #55722
1528 Walnut Street, Third Floor
Philadelphia, PA 19102
215-790-7300

Attorneys for Plaintiffs

ADAM KREMLAS, a minor, by JOHN
KREMLAS and LINDA ROBUCK, as
parents and natural guardians; and JOHN
KREMLAS,
Plaintiffs,

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CIVIL DIVISION
No. 2002-237 CD

v.

DUBOIS REGIONAL MEDICAL CENTER,
JOHN W. SIAR, M.D., ROBIN
McKENRICK, RNC, MARIANNE K.
SNEDDEN, RN and KIMBERLY
FACCHINE, RN.

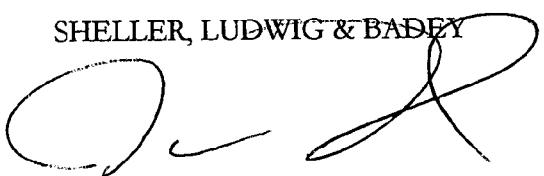
Defendants.

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

KINDLY enter my appearance as counsel of record for the Plaintiffs in the above-captioned action.

SHELLER, LUDWIG & BADEY



JAMIE L. SHELLER, ESQUIRE

Date: April 17, 2003

FILED

APR 23 2003

William A. Shaw
Prothonotary

SHELLER, LUDWIG & BADEY
By: Jamie L. Sheller, Esquire
Attorney I.D. #55722
1528 Walnut Street, Third Floor
Philadelphia, PA 19102
215-790-7300

Attorneys for Plaintiffs

ADAM KREMLAS, a minor, by JOHN
KREMLAS and LINDA. ROBUCK, as
parents and natural guardians; and JOHN
KREMLAS,
Plaintiffs,

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION
No. 2002-237 CD

v.

DUBOIS REGIONAL MEDICAL CENTER,
JOHN W. SIAR, M.D., ROBIN
McKENRICK, RNC, MARIANNE K.
SNEDDEN, RN AND KIMBERLY
FACCHINE, RN.

Defendants

CERTIFICATE OF SERVICE

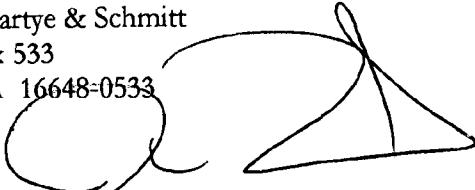
I, Jamie L. Sheller, Esquire, hereby certify that I have this date served a true and correct copy of the foregoing Entry of Appearance on the following persons, by first class mail, postage prepaid and addressed as follows:

John Kremblas
119-B Main Street
Johnsonberg, PA 15845

Ms. Linda Robuck
426 Water Street Extension, Apt. C-6
Johnsonburg, PA 15845

John L. McIntyre, Esquire
McIntyre, Gugas, Hartye & Schmitt
P.O. Box 533
Holidaysburg, PA 16648-0533

Date: April 17, 2003


JAMIE L. SHELLER, ESQUIRE

FILED

NO
CC

11:18-BK
APR 23 2003
S. K. K.

William A. Shaw
Prothonotary

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

ADAM KREMBLAS, a minor, by JOHN KREMBLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMBLAS,

Plaintiffs

vs.

DUBOIS REGIONAL MEDICAL CENTER,

Defendant

No. 2002 - 237 - CD

ISSUE:

NOTICE OF SERVICE OF
ANSWERS TO INTERROGATORIES
AND RESPONSE TO REQUEST FOR
PRODUCTION OF DOCUMENTS

Filed on behalf of Defendant,
DUBOIS REGIONAL MEDICAL
CENTER

Counsel of Record:
John L. McIntyre, Esquire
PA I.D. #28015

McINTYRE, DUGAS, HARTYE &
SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE WITHIN
WAS MAILED TO ALL COUNSEL OF
RECORD THIS 7th DAY OF NOVEMBER
2003.

John L. McIntyre
Attorneys for Named Defendant

FILED

NOV 10 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

ADAM KREMBLAS, a minor, by JOHN KREMBLAS and LINDA ROBUCK, as parents and natural guardians; and JOHN KREMBLAS,	:	No. 2002 - 237 - CD
Plaintiffs		
vs.	:	
DUBOIS REGIONAL MEDICAL CENTER,		
Defendant	:	JURY TRIAL DEMANDED

**NOTICE OF SERVICE OF ANSWERS TO PLAINTIFFS' INTERROGATORIES
AND RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: PROTHONOTARY

You are hereby notified that on the 7TH day of **NOVEMBER, 2003**, Defendant, DUBOIS REGIONAL MEDICAL CENTER, served Answers to Plaintiffs' Interrogatories and Response to Plaintiffs' Request for Production of Documents on the Plaintiffs by mailing the original of same via First Class U.S. Mail, postage prepaid, addressed to the following:

Jamie L. Sheller, Esquire
SHELLER, LUDWIG & BADEY
1528 Walnut Street, Third Floor
Philadelphia, PA 19102

McINTYRE, DUGAS, HARTYE & SCHMITT

By 
Attorneys for Defendant

John L. McIntyre, Esquire
PA I.D. #28015
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581
(814) 696-9399 - Fax

FILED
M 34884 NO
NOV 10 2003 CC
WILLIAM A. SHAW
PROTHONOTARY CLERK OF COURTS
WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ADAM KREMLAS, a minor, by
JOHN KREMLAS and LINDA ROBUCK,
as parents and natural guardians; and
JOHN KREMLAS,

Plaintiffs,

vs.

DuBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, MD; ROBIN McKENRICK,
RNC; MARIANNE K. SNEDDEN, RN; and
KIMBERLY FACCHINE, RN;

Defendants.

: CIVIL ACTION - Law
: No.: 2002-237 C.D.

Type of Pleading:

**PETITION FOR COMPROMISE
SETTLEMENT OF MINOR'S
CLAIM**

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:

: Jamie L. Sheller, Esquire
: Sheller, Ludwig & Badey, P.C.
: 1528 Walnut Street, 3rd Floor
: Philadelphia, PA 19102
: (215) 790-7300
: I.D. No. 55722
: and
: John G. Achille, Esquire
: Achille, Ellermeyer & French
: 379 Main Street
: Brookville, PA 15825-1221
: I.D. No. 28431

FILED NO
m/30/04
AUG 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ADAM KREMLAS, a minor, by
JOHN KREMLAS and LINDA ROBUCK,
as parents and natural guardians; and
JOHN KREMLAS,

CIVIL ACTION - LAW

NO.: 2002-237 C.D.

Plaintiffs,

vs.

DUBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, MD; ROBIN McKENRICK,
RNC; MARIANNE K. SNEDDEN, RN; and
KIMBERLY FACCHINE, RN;

Defendants.

**PETITION FOR APPROVAL OF MINOR'S COMPROMISE
UNDER Pa. R.C.P. No. 2039**

TO THE HONORABLE JUDGE OF SAID COURT:

The Petition of John Kremblas and Linda Robuck, as parents and natural guardians of Adam Kremblas, represents as follows:

1. That the minor Plaintiff claimed damages against the Defendant due to an IV

infiltrate which occurred on February 17, 2000, wherein the minor Plaintiff suffered a burn to the dorum of his lefthand. This compromise is to settle this matter without need for further court action.

2. At the time of the incident, the minor Plaintiff, Adam Kremblas, was approximately two days old having been born on February 15, 2000. The said minor, Adam Kremblas, is presently four years old and will reach his majority on February 15, 2018.

3. That as a result of the accident, minor Plaintiff received injuries including a burn to the dorsum of his left hand. Medical treatment for this injury was provided by the following providers: David A. Femovich, M.D., Christopher Gordon, M.D., Joselita Abeleda, M.D. and community nurses. A copy of Dr. Femovich's report outlining minor Adam Kremblas' condition is attached hereto and marked as "Exhibit A".

4. The minor Plaintiff's doctor has released the minor from further treatment.

5. To date, minor Plaintiff's medical treatment bills have been paid by Pennsylvania Department of Public Welfare's confirmation of their lien is attached Exhibit as "B". It is anticipated that there will be no further medical expenses other than the amount of \$5,151.12 which will be provided for any additional therapy Adam may need due to contracture of the scar as his hand grows.

6. The award is based on a settlement agreement outlined on the attached Release marked "C" and incorporated herein by reference thereto with the Defendant, DuBois Medical Center.

7. The Plaintiffs, John Kremblas and Linda Robuck are the parents and natural guardians and have legal authority for the purpose of contracting legal services and settling the minor's claims relating to this claim.

8. The Plaintiff retained John G. Achille, Esquire, (who subsequently referred the case to Sheller, Ludwig & Badey) as counsel to prosecute this claim on a contingent fee basis for 25% of the settlement amount plus costs. Attached is a copy of the contingency fee marked as Exhibit "D".

9. In the prosecution and resolution of this claim, Sheller, Ludwig & Badey took multiple depositions, served and responded to multiple discovery requests, obtained submitted

expert reports and a detailed demand package, as well as participated in lengthy settlement negotiations for well over a year.

10. The parents for the minor Plaintiff wish to have this matter compromised and believe that the settlement is fair and adequate. (See Verification attached as Exhibit "E").

11. Counsel for the Plaintiff believes that settlement is fair and adequate. (See distribution sheet attached as Exhibit "F").

WHEREFORE, your Petitioner prays that this Honorable Court approve the proposed compromise and settlement and allow for counsel fees, costs and liens, and award the balance of deposited with Travelers Life and Annuity Company which will act as assignee on behalf of MIIIX Insurance Company pursuant to the terms of the attached Uniform Qualified Assignment. The assignee will purchase from Travelers Insurance Company a structured settlement annuity which will provide the following benefits and be marked as follows:

Age 18 (2/15/18) - \$20,000

Age 20 (2/15/20) - \$23,000

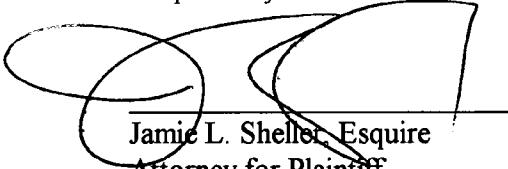
Age 22 (2/15/22) - \$26,000

Age 25 (2/15/25) - \$32,108

"For Adam Kremblas, a minor, by John Kremblas and Linda Robuck, as parents and natural guardians and not to be withdrawn

until the minor attains his majority on February 15, 2018, in the
above noted distribution, except upon further Order of this Court."

Respectfully submitted,



Jamie L. Sheller, Esquire
Attorney for Plaintiff

Dated: 8-10-2004

EXHIBIT A

DAVID A. FEMOVICH, M.D., F.A.C.S.

Plastic and Reconstructive Surgery

SURGERY AND LASER CTR.
P.O. BOX 235
SENECA, PA 16346
(814) 676-8000
FAX: (814) 676-1645

Surgery of the Hand

CRICKLEWOOD
1008 S. 5TH AVENUE
CLARION PA 16214
(814) 226-8800
1-888-780-4200

July 11, 2003

Jamie L. Sheller, Atty.
Sheller, Ludwig, & Badey, P.C.
1528 Walnut St.
3rd Floor
Philadelphia PA 19102

REF: ADAM J. KREMLAS
DOB: 2/15/00
SSN: 202-78-8547

Dear Atty. Sheller:

As you know, Adam is a child who suffered from an intravenous infiltration which occurred on the dorsum of the left hand. He was born on February 15, 2000 and suffered a chemical burn as a result of this IV infiltration.

When I saw Adam initially in my office on April 20, 2000 he had a completely contracted hand. This was treated conservatively with Silvadene and topical antibiotic ointment. He had a small area of eschar which was not completely healed and had obvious constriction of the skin and subcutaneous tissue. Our plan was to allow normal growth and conservative management and to follow up with him in the future to prescribe any type of other surgical intervention or conservative management which he needed.

He was then seen again on May 26, 2000. At that time his wounds were healed nicely. He still had a degree of contracture on the dorsum of the hand and it was contracted from the radial or thumb side to the lateral aspect or the ulnar side distal to the wrist crease on the dorsum of the hand. At that time I thought that surgery was likely going to be necessary and I suspected that he was going to need skin grafting.

90 BEAVER DRIVE
SUITE 101-A
DUBOIS PA 15801
1-888-780-4200

28 E. COLUMBUS AVE.
CORY PA 16407
1-888-780-4200

*Sent by
ES
MF*

ADAM KREMBLAS

Page 2

Adam was followed up once again on August 25, 2000 at which time he still had contracture but was able to get full flexion of his fingers. He had no restrictions of movement. Therefore, it was my decision not to operate on him but to follow him. He had a bit of cyanosis, which is blue coloring of the scar, but otherwise was doing fine.

His father noted at that time that Adam did not like to hold things with his left hand. I told his parents we would see how this improved with time.

Adam was subsequently not to my office for a period of approximately 3 years when he returned on May 27, 2003. He was found to have a scar on the dorsum of the hand which measured 5 X 3cm transversely and 5 X 10cm proximal to distal. He had some contracture in the 2nd and 3rd web space but was able to make a full fist and able to use his hand and in fact reached for things preferably with the involved left hand. He did not seem to have any impairment, however, was still getting therapy for the hand. I did not think that he needed therapy any longer as he was using the hand and had full range of motion.

He has some difficulty with his gait, however, he is told he is approximately one-half year behind in development and I think this has nothing to do with the actual injury to the hand from the intravenous infiltration.

It is my opinion, with the highest degree of medical certainty possible, that his scar is in fact permanent. The contracture of the scar as he gets older could cause him impairment and may need scar revision. The likely cost of that type of surgical intervention is between \$10,000 and \$15,000 for the surgical fee, anesthesia fee as well as the facility fee. This surgery would require either tissue rearrangement or skin grafting. Furthermore, he may require therapy in the perioperative period which would possibly cost an additional \$2,500 to \$5,000 depending upon the duration of that therapy.

ADAM KREMLAS
Page 3

I render this opinion with the greatest degree of medical certainty. If there is any further information I can provide for you at this time, please do not hesitate to call.

Sincerely,

David A. Femovich, M.D., F.A.C.S.

DAF/blp



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
BUREAU OF FINANCIAL OPERATIONS
DIVISION OF THIRD PARTY LIABILITY
CASUALTY UNIT
P.O.BOX 6466
HARRISBURG, PA 17105-6466

June 21, 2004

SHELLER LUDWIG & BADEY PC
JAMIE L SHELLER ESQUIRE
3RD FLOOR
1528 WALNUT STREET
PHILADELPHIA PA 19102

Re: ADAM KREMBLAS (minor)
CIS #: 730147706
Incident Date: 02/17/2000

Dear Attorney Sheller:

The Department of Public Welfare maintains a lien in the amount of \$7,510.11 for the above-referenced incident.

The Department has agreed to reduce its lien by 33 1/3% plus a prorata share of expenses or \$839.95 and accept the net payment of \$4,167.04 to satisfy the total lien amount.

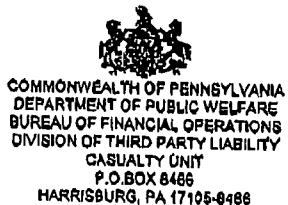
Checks should be made payable to the Department of Public Welfare and sent to my attention at the above address. We request that with all transmittal of funds, you provide the Department with a copy of the final distribution sheet.

In the event you have already brought or will bring any action resulting in a further recovery, we reserve the right to seek recovery of any additional unpaid portion of our medical/cash lien. This settlement in no way affects our future rights.

Thank you for your cooperation in this matter. If you have any further questions, please contact me.

Sincerely,

Elaine Wiest
TPL Program Investigator
717-772-6246
717-772-6553 FAX



June 21, 2004

SHELLER LUDWIG & BADEY PC
JAMIE L SHELLER ESQUIRE
3RD FLOOR
1528 WALNUT STREET
PHILADELPHIA PA 19102

Re: ADAM KREMBLAS (minor)
CIS #: 730147706
Incident Date: 02/17/2000

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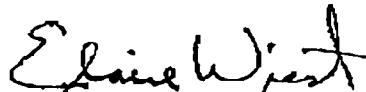
The Department has agreed to reduce its lien by 33 1/3% plus a prorata share of expenses or \$839.95 and accept the net payment of \$4,167.04 to satisfy the total lien amount.

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In the event you have already brought or will bring any action resulting in a further recovery, we reserve the right to seek recovery of any additional unpaid portion of our medical/cash lien. This settlement in no way affects our future rights.

Thank you for your cooperation in this matter. If you have any further questions, please contact me.

Sincerely,



Elaine Wiest
TPL Program Investigator
717-772-6246
717-772-6553 FAX

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
BUREAU OF FINANCIAL OPERATIONS
DIVISION OF THIRD PARTY LIABILITY
CASUALTY UNIT
P.O.BOX 8486
HARRISBURG, PA 17105-8486

June 21, 2004

SHELLER LUDWIG & BADEY PC
JAMIE L SHELLER ESQUIRE
3RD FLOOR
1528 WALNUT STREET
PHILADELPHIA PA 19102

Re: ADAM KREMBLAS (minor)
CIS #: 730147706
Incident Date: 02/17/2000

Dear Attorney Sheller:

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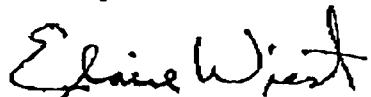
The Department has agreed to reduce its lien by 33 1/3% plus a prorata share of expenses or \$839.95 and accept the net payment of \$4,167.04 to satisfy the total lien amount.

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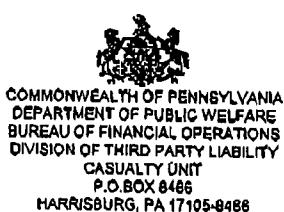
In the event you have already brought or will bring any action resulting in a further recovery, we reserve the right to seek recovery of any additional unpaid portion of our medical/cash lien. This settlement in no way affects our future rights.

Thank you for your cooperation in this matter. If you have any further questions, please contact me.

Sincerely,



Elaine Wiest
TPL Program Investigator
717-772-6246
717-772-6553 FAX



June 21, 2004

SHELLER LUDWIG & BADEY PC
JAMIE L SHELLER ESQUIRE
3RD FLOOR
1528 WALNUT STREET
PHILADELPHIA PA 19102

Re: ADAM KREMLAS (minor)
CIS #: 730147706
Incident Date: 02/17/2000

Dear Attorney Sheller:

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In the event you have already brought or will bring any action resulting in a further recovery, we reserve the right to seek recovery of any additional unpaid portion of our medical/cash lien. This settlement in no way affects our future rights.

Thank you for your cooperation in this matter. If you have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Elaine Wiest".

Elaine Wiest
TPL Program Investigator
717-772-6246
717-772-6553 FAX

EXHIBIT C

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (Settlement Agreement and Release) is made and entered into this 29th day of JULY, 2004, by and among ADAM KREMLAS, A MINOR, BY JOHN KREMLAS AND LINDA ROBUCK, AS PARENTS AND MUTUAL GUARDIANS; AND JOHN KREMLAS (the Plaintiff") and DU BOIS REGIONAL MEDICAL CENTER; ROBIN MC KENRICK, RNC; MARIANNE K. SNEDDEN, RN; AND KIMBERLY FACCINE, RN (the "Defendant") and MIIX INSURANCE COMPANY (the "Insurer").

RECITALS

A. On or about APRIL 24, 2002, Plaintiff filed a Complaint against the Defendants, DU BOIS REGIONAL MEDICAL CENTER; ROBIN MC KENRICK, RNC; MARIANNE K. SNEDDEN, RN; AND KIMBERLY FACCINE, RN in the COURT OF COMMON PLEAS of CLEARFIELD County, PA (Court Action No.2002-237 C.D) In the Complaint, it is alleged that certain acts were negligent acts and/or omissions by the Defendants. In the Complaint, the Plaintiff sought to recover monetary damages as a result of the alleged medical malpractice accident that occurred in DuBois, PA, on February 17, 2000, which resulted in the alleged personal injury and/or physical injury to the minor Plaintiff.

B. The Insurer is the liability Insurer of the Defendant and as such would be obligated to pay any judgment and/or settlement obtained against the Defendant which is covered by their policies.

C. The Parties desire to enter into this Settlement Agreement and Release in order to provide for certain payments in full settlement and discharge of all claims which are the subject of or might have been the subject of the Complaint, upon the terms and conditions set forth herein.

AGREEMENT

The parties hereto hereby agree as follows:

1. Release and Discharge

In consideration of the payments called for herein, the Plaintiff hereby completely releases and forever discharges the Defendant, the Insurer and said Parties' past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff, or any future wrongful death claim of Plaintiff's representatives, which have resulted or may result from the alleged acts or omissions of the Defendant. This release, on the part of the Plaintiff, shall be a fully binding and complete settlement between the Plaintiff, the Defendant and the Insurer, their assigns and successors, save only the executory provisions of this Settlement Agreement and Release.

The Plaintiff represents and hereby agrees, on behalf of all heirs, executors, successors and/or assigns, to satisfy any and all liens that have been asserted and/or which could be or may be asserted for reimbursement of any medical expenses or medical benefits provided to Adam Kremblas by a third party as a result of the injuries claimed in the legal action referenced above. Additionally, the Plaintiffs/undersigned hereby agree, and on our behalf, and on behalf of heirs, executors, successors and/or assigns, to indemnify and save forever harmless the Releasees/Defendants, named in this document from and against any and all claims, demands, or actions, known or unknown, made against the Releasees by any person or entity on account of, or in any manner related to or arising from the legal action noted within. We agree to indemnify and hold harmless the Releasees from any and all liens, charges, fees, costs, interest and other sums.

Settlement of the above action includes discontinuance and marking the docket satisfied at No. 2002-237 CD in the Court of Common Pleas of Clearfield County, PA. It is agreed that the Plaintiffs will seek and obtain Court approval of the settlement, including the terms of same and all pay outs, including the reimbursement of liens, prior to having the docket satisfied. Counsel for the Plaintiffs will provide counsel for the Defendants a copy of the Court Order approving said settlement and discontinuing said docket.

2. Payments

In consideration of the release set forth above, the Insurer on behalf of the Defendant hereby agrees to pay the following sums outlined in the Schedule of Payments shown as Schedule A and made a part of this Settlement Agreement and Release.

3. Plaintiff's Rights to Payments

Plaintiff acknowledges that the periodic payments cannot be accelerated, deferred, increased or decreased by the Plaintiff; nor shall the Plaintiff have the power to sell, mortgage, encumber, or anticipate the periodic payments, or any part thereof, by assignment or otherwise.

4. Plaintiff's Beneficiary

Any payments to be made after the death of any Plaintiff pursuant to the terms of this Settlement Agreement and Release shall be made to such person or entity as shall be revocably designated in writing by Plaintiff to the Insurer or the Insurer's Assignee. If no person or entity is so designated by Plaintiff, or if the person designated is not living at the time of the Plaintiff's death, such payments shall be made to the estate of the Plaintiff. Plaintiff may change any designation at any time, subject to state law, by written notice which is delivered to, received and accepted by the Insurer or the Insurer's Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made to the designated person or entity.

5. Consent to Qualified Assignment

The parties hereto acknowledge and agree that the Defendant and/or the Insurer may make a "qualified assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or the Insurer's liability to make the periodic payments required herein to TRAVELERS LIFE AND ANNUITY COMPANY (the "Assignee"). Any such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendant and the Insurer from such obligations hereunder as are assigned to the assignee. The Plaintiff recognizes that, in the event of such an assignment, the assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable and absolute.

If the liability to make the periodic payments is assigned by way of a "qualified assignment":

- (A) Such periodic payments must be fixed and determinable as to amount and time of payment;
- (B) Such periodic payments cannot be accelerated, deferred, increased, or decreased by Plaintiff;
- (C) The assignee's obligation on account of the personal injuries or sickness is no greater than the obligation of the person who assigned the liability, and
- (D) Such periodic payments are excludable from the gross income of the Plaintiff under 104 (a) (2) of the Internal Revenue Code of 1986, as amended.

6. Right to Purchase an Annuity

The Defendant, the Insurer and/or the Assignee reserves the right to fund its liability to make periodic payments through the purchase of an annuity policy from TRAVELERS INSURANCE COMPANY. The Defendant, the Insurer and/or the Assignee shall be the owner of the annuity policy and shall have all rights of ownership. ADAM KREMBLAS shall be designated as the "measuring life" under the annuity policy. The Defendant, the Insurer and/or the Assignee may have TRAVELERS INSURANCE COMPANY mail payments directly to the Plaintiff. The Plaintiff shall be responsible for maintaining the currency of the proper mailing address and mortality information to TRAVELRS INSURANCE COMPANY.

7. Attorney's Fees

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Complaint, this Settlement Agreement and Release and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

8. Discharge of Obligation

The Obligation of the Defendant, the Insurer and or the Insurer's assignee to make each installment payment shall be discharged upon the mailing of a valid check in the amount of such payment to the address designated by the party to whom the payment is required to be made under this Settlement Agreement and Release.

9. General Release

The Plaintiff hereby acknowledges and agrees that the release set forth in Paragraph 1 hereof is a general release, and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiff's decision to enter into this Settlement Agreement and Release. The Plaintiff further agrees that he has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and they assume the risk that the facts or law may be otherwise than they believe. It is understood and agreed to by the Parties that this settlement is a compromise of a doubtful and

disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied.

10. Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement and Release, counsel for the Plaintiff has delivered to counsel for the Defendant or counsel for the Insurer an executed Dismissal with Prejudice of the Civil action described in Recital A above. The Plaintiff has authorized Plaintiff's attorneys to execute this Dismissal on their behalf and hereby authorizes counsel for the Defendant or counsel for the Insurer to file said Dismissal with the Court and enter it as a matter of record.

11. Warranty of Capacity to Execute Agreement

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

12. Confidentiality

The Parties mutually agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Settlement Agreement and Release or any of the amounts, numbers or terms and conditions of any sums payable to Plaintiff hereunder.

13. Entire Agreement and Successors in Interest

This Settlement Agreement and Release contains the entire agreement between the Plaintiff, the Defendant and the Insurer with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

14. Representation of Comprehension of Document

In entering into this Settlement Agreement and Release the Plaintiff represents that he has relied upon the legal advice of his attorneys, who are the attorneys of his own choice and that the terms of this Settlement Agreement and Release have been completely read and explained to him by his attorneys, and that those terms are fully understood and voluntarily accepted by him.

15. Governing Law

This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of PENNSYLVANIA.

16. Additional Documents

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

17. Gender/Singular/Plural

All references herein shall be construed to be appropriate gender and/or number according to the context of this document and shall not affect the substance hereof.

18. Effectiveness

This Settlement Agreement and Release shall become effective immediately following execution by all of the parties.

Executed at _____, _____, this
day of _____, 20____.

ADAM KREMLAS, A MINOR, BY JOHN KREMLAS AND LINDA ROBUCK, AS
PARENTS AND MUTUAL GUARDIANS; AND JOHN KREMLAS,
Plaintiff

John Kremlas July 29, 2004

MIIIX INSURANCE COMPANY, Insurer

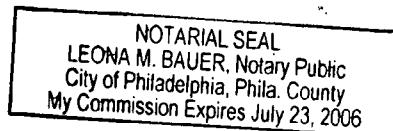
By: WILLIAM G. DAVIS, JR.
Title: VICE PRESIDENT - CLAIM OPERATIONS

By: _____

Title: _____

August 6, 2004

Leona M. Bauer



SCHEDULE A

SCHEDULE OF PAYMENTS

All sums set forth herein constitute damages on account of personal injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

A) Payment in the sum of THIRTY THOUSANDS DOLLARS (\$30,000.00) by check or draft forthwith, receipt of which is hereby acknowledged by the undersigned, and each of them, which check or draft is made payable to ADAM KREMLAS, A MINOR, BY JOHN KREMLAS AND LINDA ROBUCK, AS PARENTS AND MUTUAL GUARDIANS; AND JOHN KREMLAS, and JAMIE SHELLER, his attorney.

Lump sum payments to JAMIE SHELLER, ESQUIRE in the following sums on the following dates:

FEBRUARY 15, 2018	-	\$20,000
FEBRUARY 15, 2020	-	\$23,000
FEBRUARY 15, 2022	-	\$26,000
FEBRUARY 15, 2025	-	\$32,108

In the event of the death of ADAM KREMLAS prior to FEBRUARY 15, 2025 any lump sum payment due and payable as outlined above on the dates above will be paid to ADAM KREMLAS's designated beneficiaries.

18. Effectiveness

This Settlement Agreement and Release shall become effective immediately following execution by all of the parties.

10th Executed at _____, _____, this
day of August, 2004.

Linda L. Robuck

ADAM KREMLAS, A MINOR, BY JOHN KREMLAS AND LINDA ROBUCK, AS
PARENTS AND MUTUAL GUARDIANS; AND JOHN KREMLAS,
Plaintiff

MIIX INSURANCE COMPANY, Insurer

By: WILLIAM G. DAVIS, JR.
Title: VICE PRESIDENT - CLAIM OPERATIONS

By: _____

Title: _____

Sworn to and subscribed before me
this 10th day of Aug 2004.

Nancy A. Griffin



P

CONTINGENT FEE AGREEMENT

The undersigned hereby constitute and appoint ACHILLE, ELLERMEYER & FRENCH, Attorneys at Law and John G. Achille, Esquire as our attorneys to prosecute a claim for medical malpractice against W. John Siar, M.D. and DuBois Regional Medical Center East Division. The Plaintiffs are John Kremblas and Linda Robuck and Adam Joseph Kremblas, a minor, by and through his parents and natural guardians. The cause of action arose on or about February 15, 2000.

The undersigned hereby agree that the compensation for our attorney for services shall be determined as follows:

In consideration of the professional services, investigation and other services performed by our attorney prior to the date of this Agreement, and to be performed by him hereafter in connection with injuries of and to the injured party, our attorney shall receive twenty-five percent (25%) of any sum recovered from any source on account of the said negligence by way of settlement, before deduction of costs, disbursements and expenses.

The undersigned also agree to pay costs and expenses of this action. The unused portion of advanced costs will be returned upon termination of this action regardless of the outcome.

Counsel reserves the right to withdraw if after complete investigation it is determined that there is no merit to the claim. If for any reason prosecution of this case is terminated by the request of the client, our attorney is entitled to compensation at his hourly rate times the number of hours expended or his contingent fee on any offers, whichever is greater, plus costs and the retainer may be applied to attorney's fees or costs due our attorney.

The undersigned hereby acknowledge receipt of a duplicate copy of this Contingent Fee Agreement.

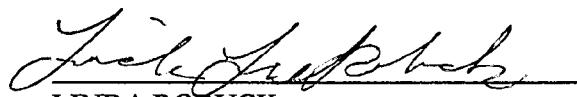
(SEAL) John Kremblas Date: March, 30, 2000
John Kremblas, Client and Father
and Natural Guardian of Adam Joseph Kremblas

(SEAL) Linda L. Robuck Date: MARCH, 30, 2000
Linda L. Robuck, Client and Mother
and Natural Guardian of Adam Joseph Kremblas

EXHIBIT E

VERIFICATION

I, Linda Robuck, as parent and natural guardian of Adam Kremblas, a minor, hereby state that I am a Plaintiff in this action and verify that the statements made in the foregoing Petition for Minor's Compromise are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



LINDA ROBUCK

Dated: 7/30/04

VERIFICATION

I, John Kremblas, as parent and natural guardian of Adam Kremblas, a minor, hereby state that I am a Plaintiff in this action and verify that the statements made in the foregoing Petition for Minor's Compromise are true and correct to the best of my knowledge, information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

John Kremblas
JOHN KREMBLAS

Dated: July 26, 2004

EXHIBIT F

SETTLEMENT DISTRIBUTION SHEET

RE:

JOHN KREMBLAS AND LINDA ROBUCK AS PARENTS AND NATURAL GUARDIANS OF THE ESTATE OF
ADAM KREMBLAS, A MINOR V. DUBOIS REGIONAL MEDICAL CENTER, JOHN W. SIAR, MD, ROBIN
MCKENRICK, RNC, MARIANNE K. SNEDDEN, RN AND KIMBERLY FACCHINE, RN

TOTAL SETTLEMENT

\$70,000.00

SHELLER, LUDWIG & BADEY, PC

Fee	25%	<u>(17,500.00)</u>
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SUB TOTAL	\$52,500.00
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COSTS INCURRED BY SHELLER, LUDWIG & BADEY, PC:

Photographs	100.00
Deposition Transcript	962.00
Filing Fees	55.00
Legal Research	
Medical Records	31.42
Photocopies	331.50
Postage	33.37
Travel	5.60
Telephone	8.05
Expert Review	
Mindy Cohen & Associates	918.75
David A. Femovich, MD	<u>250.00</u>

TOTAL COSTS FOR SHELLER, LUDWIG & BADEY, PC	(2,695.69)
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COSTS INCURRED BY ACHILLE, ELLERMAYER & FRENCH

Medical Records	36.46
Filing Fees	184.69
Videotape copy	15.00
Expert Review:	
Dr. Femovich	250.00

(486.15)

SUB TOTAL	\$49,318.16
-----------	-------------

LIEN:

Department of Public Welfare	<u>(4,167.04)</u>
------------------------------	-------------------

TOTAL AMOUNT DUE	<u>\$45,151.12</u>
------------------	--------------------

SETTLEMENT DISTRIBUTION SHEET

RE:

JOHN KREMBLAS AND LINDA ROBUCK AS PARENTS AND NATURAL GUARDIANS OF THE ESTATE OF
ADAM KREMBLAS, A MINOR V. DUBOIS REGIONAL MEDICAL CENTER, JOHN W. SIAR, MD, ROBIN
MCKENRICK, RNC, MARIANNE K. SNEDDEN, RN AND KIMBERLY FACCHINE, RN

We, John Kremlas and Linda Robuch, as parents and natural guardians of Adam Kremlas, a minor, hereby accept the sum of \$45,151.12 as full and final settlement. We have read and understand the foregoing settlement distribution, agree with its contents, and authorize the disbursements. We further state and certify that there are no outstanding medical bills or any other liens other than those stated above. Also, we further state medical bills not covered by this statement will be our responsibility.


JOHN KREMBLAS, AS PARENT AND
NATURAL GUARDIAN OF ADAM
KREMBLAS, A MINOR

LINDA ROBUCH, AS PARENT AND
NATURAL GUARDIAN OF ADAM
KREMBLAS, A MINOR

DATE:

July 26 2004

SETTLEMENT DISTRIBUTION SHEET

RE:

JOHN KREMBLAS AND LINDA ROBUCK AS PARENTS AND NATURAL GUARDIANS OF THE ESTATE OF
ADAM KREMBLAS, A MINOR V. DUBOIS REGIONAL MEDICAL CENTER, JOHN W. SIAR, MD, ROBIN
MCKENRICK, RNC, MARIANNE K. SNEDDEN, RN AND KIMBERLY FACCHINE, RN

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JOHN KREMBLAS, AS PARENT AND
NATURAL GUARDIAN OF ADAM
KREMBLAS, A MINOR



LINDA ROBUCH, AS PARENT AND
NATURAL GUARDIAN OF ADAM
KREMBLAS, A MINOR

DATE:

7/30/04

EXHIBIT G

Uniform Qualified Assignment

"Claimant"	ADAM KREMLAS
"Assignor"	MIIX INSURANCE COMPANY
"Assignee"	TRAVELERS LIFE & ANNUITY COMPANY
"Annuity Issuer"	TRAVELERS INSURANCE COMPANY
"Effective Date"	

This Agreement is made and entered into by and between the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant has executed a settlement agreement or release dated _____, 2003 (the "Settlement Agreement") that provides for the Assignor to make certain periodic payments to or for the benefit of the Plaintiff as stated in Addendum No. 1 (the "Periodic Payments"); and
- B. The parties desire to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The Assignor hereby assigns and the Assignee hereby assumes all of the Assignor's liability to make the Periodic Payments. The Assignee assumes no liability to make any payment not specified in Addendum No. 1.
2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury or physical sickness within the meaning of Section 104(a)(2) and 130(c) of the Code.

3. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor immediately preceding this Agreement. Assignee is not required to set aside specific assets to secure the Periodic Payments. The Claimant has no rights against the Assignee greater than a general creditor. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered.
4. The obligation assumed by Assignee with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check in the amount specified to the address of record.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of PENNSYLVANIA.
6. The Assignee may fund the Periodic Payments by purchasing a "qualified funding asset" within the meaning of Section 130(d) of the Code in the form of an annuity contract issued by the Annuity Issuer. All rights of ownership and control of such annuity contract shall be and remain vested in the Assignee exclusively.
7. The Assignee may have the Annuity Issuer send payments under any "qualified funding asset" purchased hereunder directly to the payee(s) specified in Addendum No. 1. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the Claimant or any payee with any rights of ownership or control over the "qualified funding asset" or against the Annuity Issuer.

8. Assignee's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of the Assignor.
9. In the event the Settlement Agreement is declared terminated by a court of law or in the event that Section 130(c) of the Code has not been satisfied, this Agreement shall terminate. The Assignee shall then assign ownership of any "qualified funding asset" purchased hereunder to Assignor, and Assignee's liability for the Periodic Payments shall terminate.
10. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Plaintiff, the Assignor and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.

Assignor: MIIX INSURANCE COMPANY

By: _____

Authorized Representative

Title Robert Goley – Vice President Claims Operations

Assignee: TRAVELERS LIFE & ANNUITY CO.

By: _____

Authorized Representative

Title: _____

Addendum No. 1
Description of Periodic Payments

PAYEE: ADAM KREMBLAS

BENEFITS:

1. Guaranteed Lump Sums payable at:
Age 18 (2/15/18) - \$ 20,000
Age 20 (2/15/20) - \$ 23,000
Age 22 (2/15/22) - \$ 26,000
Age 25 (2/15/25) - \$ 32,108

Initials

Assignor: _____ RG

Assignee: _____

FILED

AUG 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

ADAM KREMLAS, a minor, by) CIVIL ACTION
JOHN KREMLAS and LINDA)
ROBUCK, as parents and) No. 2002-237, C.D.
guardians; and JOHN KREMLAS,)
PlaintiffS,) Type of Pleading:
vs.) AFFIDAVIT OF SERVICE
DUBOIS REGIONAL MEDICAL) Filed on behalf of Plaintiff
CENTER; JOHN W. SIAR, MD;)
ROBIN MCKENRICK, RNC;) Counsel of Record for this Party:
MARIANNE K. SNEDDEN, RN; and)
KIMBERLY FACCHINE, RN,) Jamie L. Sheller, Esquire
Defendants.) SELLER, LUDWIG & BADEY, PC
) 1528 Walnut Street, 3rd Floor
) Philadelphia, PA 19102
) (215)790-7300
) I.D. No. 55722
) and
) John G. Achille, Esquire
) ACHILLE, ELLERMAYER & FRENCH
) Attorneys at Law
) 379 Main Street
) Brookville, PA 15825
) (814)849-6701
) I.D. No. 28431

FILED *EGK*
M 13:09 AM NOCC
AUG 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

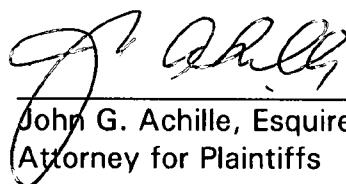
ADAM KREMLAS, a minor, by) CIVIL ACTION
JOHN KREMLAS and LINDA)
ROBUCK, as parents and) No. 2002-237, C.D.
guardians; and JOHN KREMLAS,)
)
Plaintiffs,)
)
vs.)
)
DUBOIS REGIONAL MEDICAL)
CENTER; JOHN W. SIAR, MD;)
ROBIN MCKENRICK, RNC;)
MARIANNE K. SNEDDEN, RN; and)
KIMBERLY FACCHINE, RN,)
)
Defendants.)

AFFIDAVIT OF SERVICE

I hereby certify that a true and correct copy of the Petition for Compromise
Settlement of Minor's Claim and Affidavit of Service in the above matter was
served upon the following person(s) by First Class US Mail, postage prepaid.

John L. McIntyer, Esquire
McIntyer, Gugas, Hartye & Schmitt
1816 Old Route 220 North Business
Duncansville, PA 16635

Thomas J. Connolly, CPCU, CSSC
Ringler Associates
Olde Towne Square, Suite E
105 Ashton Road
PO Box 396
Medford, NJ 08055


John G. Achille, Esquire
Attorney for Plaintiffs

FILED

AUG 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

IN RE: *

ADAM KREMLAS, a minor, by *
JOHN KREMLAS and LINDA ROBUCK, *
as parents and natural *
guardians; and JOHN KREMLAS, *
Plaintiffs *

vs. *

No. 2002-237-C.D.

DuBOIS REGIONAL MEDICAL *
CENTER; JOHN W. SIAR, MD; *
ROBIN MCKENRICK, RNC; *
MARIANNE K. SNEDDEN, RN; and *
KIMBERLY FACCINE, RN, *
Defendants *

FILED

AUG 25 2004

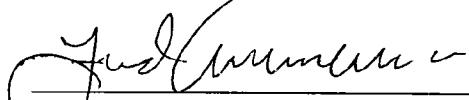
William A. Shaw
Prothonotary/Clerk of Courts

O R D E R

AND NOW, this 24th day of August, 2004, it is the ORDER
of this Court that hearing on the Petition For Compromise
Settlement of Minor's Claim in the above matter has been
scheduled for the 22 day of September, 2004 at
2:30 P.m. in Courtroom No. 1 of the Clearfield County
Courthouse, Clearfield, Pennsylvania.

Pursuant to Rule 2039(b) and case authority such as
Shaw vs. Bradley, 672 A.2d 331 (Pa. Super 1996) and Gilmore vs.
Dondero, 582 A.2d 1106 (Pa. Super 1990), counsel shall be
prepared to supply the Court with information/documentation
relative the Court's approval of attorney's fees.

By the Court,



HONORABLE FREDRIC J. AMMERMAN
President Judge

FILED 3 OC
Aug 25 2004 Amy Achille
William A. Shaw
Prothonotary/Clerk of Courts

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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and guardians; and JOHN KREMLAS, PlaintiffS, vs. DUBOIS REGIONAL MEDICAL CENTER; JOHN W. SIAR, MD; ROBIN MCKENRICK, RNC; MARIANNE K. SNEEDEN, RN; and KIMBERLY FACCHINE, RN, Defendants.

) CIVIL ACTION
)
) No. 2002-237, C.D.
)
) Type of Pleading:
) AFFIDAVIT OF SERVICE
)
) Filed on behalf of Plaintiff
)
) Counsel of Record for this Party:
) Jamie L. Sheller, Esquire
) SHELLER, LUDWIG & BADEY, PC
) 1528 Walnut Street, 3rd Floor
) Philadelphia, PA 19102
) (215)790-7300
) I.D. No. 55722
) and
) John G. Achille, Esquire
) ACHILLE, ELLERMEYER & FRENCH
) Attorneys at Law
) 379 Main Street
) Brookville, PA 15825
) (814)849-6701
) I.D. No. 28431

FILED NO
m 1:50
SEP 02 2004
cc

William A. Shaw
Prothonotary/Clerk of Courts

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

ADAM KREMLAS, a minor, by JOHN KREMLAS and LINDA ROBUCK, as parents and guardians; and JOHN KREMLAS,) CIVIL ACTION
Plaintiffs,) No. 2002-237, C.D.
vs.)
DUBOIS REGIONAL MEDICAL CENTER;)
JOHN W. SIAR, MD; ROBIN MCKENRICK, RNC; MARIANNE K. SNEDDEN, RN; and KIMBERLY FACCHINE, RN,)
Defendants.)

AFFIDAVIT OF SERVICE

I hereby certify that a true and correct copy of the Order for the hearing of the Petition for Compromise Settlement of Minor's Claim and Affidavit of Service in the above matter was served upon the following person(s) by First Class US Mail, postage prepaid.

John L. McIntyer, Esquire
McIntyer, Gugas, Hartye & Schmitt
1816 Old Route 220 North Business
Duncansville, PA 16635

Thomas J. Connolly, CPCU, CSSC
Ringler Associates
Olde Towne Square, Suite E
105 Ashton Road
PO Box 396
Medford, NJ 08055

Date:

8-31-04


ACHILLE, ELLERMAYER & FRENCH
Stephen W. French

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ADAM KREMLAS, a minor, by
JOHN KREMLAS and LINDA ROBUCK,
as parents and natural guardians; and
JOHN KREMLAS,

CIVIL ACTION - Law
No.: 2002-237 C.D.

Plaintiffs,

vs.

DuBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, MD; ROBIN McKENRICK,
RNC; MARIANNE K. SNEDDEN, RN; and
KIMBERLY FACCHINE, RN;

Defendants.

E6K
FILED *2ccs1 fax*
09/4/2004 *to Atty Sheller*
SEP 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

ORDER FOR COMPROMISE SETTLEMENT OF MINOR'S CLAIM

AND NOW, this 1st day of September, 2004, upon consideration of the foregoing petition,

IT IS HEREBY ORDERED that the cause of action of 2002-237 C.D. may be compromised and settled as follows:

1. Payment to Sheller, Ludwig & Badey as a 25% attorney's fees in the amount of \$17,500.
2. Payment to Sheller, Ludwig & Badey as costs in the amount of \$2,695.69 and payment to John Achille as costs in the amount of \$486.15.
3. Payment to the Department of Public Welfare for reimbursement of medical expenses and assistance benefits in the amount of \$4,167.04.
4. Payment to Linda Robuck as parent and guardian of Adam Kremblas in an amount of \$5,151.12 for any additional medical expenses or evaluations.

5. Balance of \$40,000 to be deposited with Travelers Life and Annuity Company which will act as assignee on behalf of MIIIX Insurance Company pursuant to the terms of the attached Uniform Qualified Assignment. (See Exhibit "G") The assignee will purchase from Travelers Insurance Company a structured settlement annuity which will provide the following benefits:"

Age 18 (2/15/18) - \$20,000

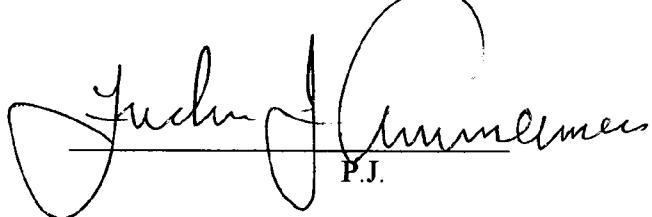
Age 20 (2/15/20) - \$23,000

Age 22 (2/15/22) - \$26,000

Age 25 (2/15/25) - \$32,108

If minor plaintiff Adam Kremblas is deceased at the time any of the annuity monies are due, he is identifying his brother, Brandon Kremblas (social security number 198-76-6310) as the primary beneficiary, Abbey Ann Robuck (social security number 192-80-0104), Anna Hiromi Walkins (social security number 164-74-7767), and Katie Lynn Bean Wilkins (social security number 240-81-3767) as the secondary beneficiaries, of any proceeds of the annuity that are still remaining due upon minor, Adam Kremblas' demise.

BY THE COURT:



A handwritten signature in black ink, appearing to read "Judge John J. Hammes". Below the signature, the initials "P.J." are handwritten.

FILE

SEP 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOTE: Law Firm of Achille, Ellermeyer & French was not aware that copies of Orders needed to be provided to receive certified copies returned. On this date (September 29, 2004) their Law Firm was contacted and advised of the same. As a courtesy, Judge Ammerman's Office copied this two page 'Order for Compromise Settlement of Minor's Claim' and forwarded the same 'certified' to the Law Firm of John G. Achille.

HP Fax Series 1020

Last Transaction Report
Name : COURT ADMINISTRATOR
Fax Number : 8147657649
Date&Time : Sep 01 2004 08:53am

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Sep 01 2004	08:51:40am	Sent	12155460942	00:01:14	02	0k

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ADAM KREMLAS, a minor, by
JOHN KREMLAS and LINDA ROBUCK,
as parents and natural guardians; and
JOHN KREMLAS,

CIVIL ACTION - Law
No.: 2002-237 C.D.

Plaintiffs,

vs.

DuBOIS REGIONAL MEDICAL CENTER;
JOHN W. SIAR, MD; ROBIN McKENRICK,
RNC; MARIANNE K. SNEDDEN, RN; and
KIMBERLY FACCHINE, RN;

Defendants.

EGK
FILED 2cc
6/23/04 Atty
SEP 29 2004 Achille
(working
with
William A. Shaw,
Prothonotary/Clerk of Court
Atty
Sheller)

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

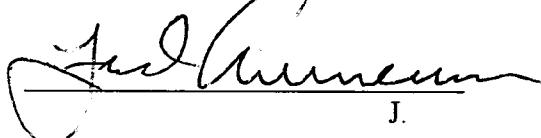
Kindly mark the above-captioned matter Settled, Discontinued and Ended.

SHELLER, LUDWIG & BADEY, P.C.

By:

JAMIE L. SHELLER, ESQUIRE
1528 Walnut Street, 3rd Floor
Philadelphia, PA 19102
(215) 790-7300
I.D. No. 55722
Attorney for Plaintiffs

SO ORDERED BY THE COURT:


J.

FILED

SEP 29 2004

PROSECUTOR'S OFFICE
PROSECUTOR'S OFFICE