

02-378-CD
R. Lawson vs PCA International

Have from 4-18-05.

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Date: 3/15/2007

Clearfield County Court of Common Pleas

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ROA Report

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Case: 2002-00378-CD

Current Judge: Fredric Joseph Ammerman

Richard J. Lawson, Kim Lawson, Mariah C. Lawson vs. PCA International, Inc.

Civil Other

Date	Judge	
3/14/2002	Filing: Civil Complaint Paid by: Naddeo, James A. (attorney for Lawson, Richard J.) Receipt number: 1839715 Dated: 03/14/2002 Amount: \$80.00 (Check) One CC Attorney Naddeo	No Judge
4/11/2002	Praecipe For Appearance, on behalf of Defendant, PCA International, Inc. Filed by s/Paul T. Grater, Esq. Proof of Service. no cc	No Judge
5/2/2002	Answer and New Matter Pursuant to Rule 2252(d). Filed by s/Paul T. Grater, Esq. Verification s/Caroline Von Stetten Proof of Service upon James A. Naddeo, Esq. no cc	No Judge
	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
5/22/2002	Answer To New Matter. Filed by s/Kim Eboch-Lawson, Pro se Certificate of Service 1 cc Atty Naddeo	No Judge
8/27/2002	Certificate of Service, Notice of Deposition of Kristina L. Russell upon PAUL T. GRATER, ESQ. and ASAP COURT REPORTING. s/James A. Naddeo, Esq. 1 cc Atty Naddeo	No Judge
10/9/2002	Filing: Certificate of Service of Notice of Deposition of Kristina Russell. One CC to Atty.	No Judge
10/21/2002	Notice of Deposition of KIM EBOCH-LAWSON. filed by s/Paul T. Grater, Esquire no cc	No Judge
11/25/2002	Praecipe for entry as Co-Counsel for the Plaintiff. s/John R. Carfley, Esq. 1 cc Atty Carfley	No Judge
12/20/2002	Certificate of Service, Notice of Deposition of Kristina L. Russell upon PAUL T. GRATER, ESQ. and ASAP COURT REPORTING. filed by s/James A. Naddeo, Esq. 1 cc to Atty	No Judge
1/14/2003	Certificate of Service, Interrogatories and Request for Production of Documents upon Defendant, PCA INTERNATIONAL, INC. through its attorney PAUL T. GRATER, ESQUIRE filed by s/John R. Carfley, Esq. 1 cc Atty Carfley	No Judge
1/15/2003	Motion to Compel Against Defendant For Defendant's Failure to Answer Plaintiff's Interrogatories Directed to Defendant. filed by s/James A. Naddeo, Esq. 1 cc ORDER, AND NOW, this 15th day of January, 2003, re: DEFENDANT file John K. Reilly Jr. full and complete responses to Plaintiffs' Interrogatories within ten (10) days of suffer appropriate sanctions to be imposed upon further application of the Court. by the Court, s/JKR,JR.,P.J. 1 cc Atty Naddeo	No Judge
1/16/2003	Certificate of Service, Plaintiffs' Motion to Compel upon PAUL T. GRATER, John K. Reilly Jr. ESQ. filed by s/James A. Naddeo, Esquire no cc	John K. Reilly Jr.
1/27/2003	Proof of Service, Defendant's Answers to Interrogatories and Respond to Rquest For Production upon JOHN R. CARFLEY, ESQ. and JAMES A. NADDEO, ESQ. filed by s/PAUL T. GRATER, ESQ. no cc	John K. Reilly Jr.
1/31/2003	Motion For Sanctions. filed by s/James A. Naddeo, Esquire Proof of Service 1 cc Atty Naddeo	John K. Reilly Jr.
	Motion For for Sanctions filed by Atty. Naddeo. 1 CC to Atty. Naddeo	Fredric Joseph Ammerman
2/3/2003	RULE, AND NOW, this 3rd day of February, 2003, re: Issued upon Defendant. Rule returnable the 24th day of February, 2003, for filing Written Response. by the Court, s/JKR,JR.,P.J. 1 cc Atty Naddeo	John K. Reilly Jr.

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ROA Report

Case: 2002-00378-CD

Current Judge: Fredric Joseph Ammerman

Richard J. Lawson, Kim Lawson, Mariah C. Lawson vs. PCA International, Inc.

Civil Other

Date		Judge
2/3/2003	RULE, AND NOW, this 3rd day of February, 2003, re: Issued upon Defendant. Rule returnable the 24th day of February, 2003, for filing Written Response. by the Court, s/JKR,JR.,P.J. 1 cc Atty Naddeo	John K. Reilly Jr.
2/4/2003	Certificate of Service Filed by Atty. Naddeo Served copy of Plaintiffs' Motions for Sanctions on the 4th day of February, 2003	John K. Reilly Jr.
2/24/2003	Defendant's Answer To Plaintiff's Motion For Sanctions (Interrogatories) filed by s/Paul T. Grater, Esquire Proof of Service no cc Defendant's Answer To Plaintiff's Motion For Sanctions (Deposition). filed by s/Paul T. Grater, Esquire Proof of Service no cc	John K. Reilly Jr.
4/17/2003	ORDER, NOW, this 17th day of April, 2003, re: Motion For Sanctions filed on behalf of Plaintiff above-named to Defendant's Response to Request for Production of Documents. by the Court, s/JKR,JR.,P.J. 2 cc Atty Naddeo, 1 cc Atty Grater ORDER, NOW, this 17th day of April, 2003, re: Motion For Sanctions. by the Court, s/JKR,JR.,P.J. 2 cc Atty Naddeo, 1 cc Atty Grater	John K. Reilly Jr.
5/16/2003	Certificate of Service, Notice of Deposition of Susan Barclay upon: PAUL T. GRATER, ESQUIRE. filed by s/James A. Naddeo, Esquire 1 cc Atty Naddeo	John K. Reilly Jr.
8/20/2003	Notice of Service of Defendant's Response to Plaintiffs' request for production filed by Atty. Grater. No cc.	John K. Reilly Jr.
8/29/2003	Motion to Compel. filed by s/John R. Carfley, Esquire 2 cc to Atty Certificate of Service, Motion To Compel Discovery upon Defendant, PCA International c/o Paul T. Grater, Inc. filed by s/John R. Carfley, Esq. no cc to Atty	John K. Reilly Jr.
9/2/2003	ORDER OF COURT, AND NOW, this 29th day of August, 2003, re: Defendant to file full and complete responses to Plaintiffs' Second Request for Production of Documents within ten (10) days or suffer appropriate sanctions to be imposed upon further application to the Court. by the Court, s/JKR,JR.,P.J. 2 cc Atty Carfley	John K. Reilly Jr.
9/12/2003	Motion For Sanctions. filed by s/John R. Carfley, Esq. 3 cc Atty Carfley	John K. Reilly Jr.
9/15/2003	RULE, AND NOW, this 15th day of September, 2003, issued upon Defendant. Rule returnable the 13th day of October, 2003, at 10:00 a.m. by the Court, s/JKR,JR.,P.J. 3 cc Atty Carfley	John K. Reilly Jr.
9/17/2003	Notice of Service of Defendant's Supplemental Response to Plaintiffs' Request for Production (Second Set) upon John R. Carfley, Esq. and James A. Naddeo, Esq. filed by s/Paul T. Grater, Esquire no cc	John K. Reilly Jr.
10/13/2003	ORDER, NOW, this 13th day of October, 2003, re: Plaintiffs' Motion for Sanctions and argument thereon. by the Court, s/JKR,JR.,P.J. 1 cc Atty Naddeo, Carfley, and Grater	John K. Reilly Jr.
11/17/2003	Notice Of Service Of Defendant's Second Supplemental Response To Plaintiffs' Request For Production (Second Set) upon: JOHN R. CARFLEY, ESQ. filed by, s/Paul T. Grater, Esquire no cc	John K. Reilly Jr.
12/3/2003	Affidavit In Support of Plaintiffs' Motion For Summary Judgment. filed by, John K. Reilly Jr. s/John R. Carfley, Esquire 1 cc to Atty	John K. Reilly Jr.

Date: 3/15/2007

Clearfield County Court of Common Pleas

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Case: 2002-00378-CD

Current Judge: Fredric Joseph Ammerman

Richard J. Lawson, Kim Lawson, Mariah C. Lawson vs. PCA International, Inc.

Civil Other

Date		Judge
12/3/2003	Transcript of Deposition of SUSAN L. BARCLAY, Monday, June 9, 2003, 10:55 a.m. - 12:55 p.m.. Table of Contents, Exhibita In Support of Plaintiff's Motion For Summary Judgment. filed by s/John R. Carfley, Esquier	John K. Reilly Jr.
	Motion For Summary Judgment. filed by, s/John R. Carfley, Esquire 2 cc to Atty	John K. Reilly Jr.
1/14/2004	Answer To Plaintiffs' Motion For Summary Judgment. filed by, s/Paul T. Grater, Esquire Proof of Service no cc	John K. Reilly Jr.
1/15/2004	ORDER; NOW, this 14th day of January, 2004, re: Plaintiff to supply the Court w/appropriate Brief no later than Feb. 16,2004. Counsel for Defendant shall have 30 days thereafter to respond in kind. by the Court, s/JKR,JR., Senior Judge, Specially Presiding 2 cc Atty Carfley, Grater and 1 cc Atty Naddeo	John K. Reilly Jr.
1/23/2004	ORDER: AND NOW, this 23rd day of January, 2004 it is the ORDER of the John K. Reilly Jr. Court that a status conference has been scheduled for Feb. 25, 2004 at 2:00PM. S/FJA 1 CC to Atty. Carfley/Grater.	John K. Reilly Jr.
2/24/2004	Praecipe To List For Trial. filed by, s/James A. Naddeo, Esquire no cc Copy to C/A	John K. Reilly Jr.
2/26/2004	ORDER, NOW, this 25th day of February, 2004, re: All Discovery, including the independent medical examination request by Defendant, shall be completed within 90 days from the date of this Court's ruling on the Plaintiffs' Motion for Summary Judgment. It is the further ORDER of this Court that all expenses incurred by Plaintiffs in attendance at said IME shall be fully reimbursed by Defendant. by the Court, s/JKR,JR.,S.J., Specially Presiding 1 cc Naddeo, Carfley, Grater	John K. Reilly Jr.
4/7/2004	ORDER, NOW, this 1st day of April, 2004, Matter be and is hereby CONTINUED until the fall term of Court. by the Court, s/FJA, P.J. 2 cc Atty Naddeo, Carfley and Grater	John K. Reilly Jr.
4/19/2004	OPINION AND ORDER, NOW, this 19th day of April, 2004, re: Plaintiff's Motion for Partial Summary Judgment be and is hereby DISMISSED. by the Court, s/JKR, JR., S.J., Specially Presiding. 1 cc Attys Naddeo, Carfley, Grater	John K. Reilly Jr.
5/27/2004	Certificate of Service, Request for Production of Documents upon: Paul T. Grater, Esquire. filed by, s/James A. Naddeo, Esquire no cc	John K. Reilly Jr.
7/2/2004	Motion to Compel, filed by s/James A. Naddeo, Esq. One CC Attorney Naddeo	John K. Reilly Jr.
7/6/2004	Order, AND NOW, this 6 day of July, 2004, upon consideration of Plaintiff's Motion to Compel Response to Plaintiff's Request for Production of Documents directed to Defendant, Order that Defendant file full and complete responses to Plaintiff's Request for the Production of Documents within 20 days or suffer appropriate sanctions to be imposed upon further application to the Court. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Naddeo	John K. Reilly Jr.
7/7/2004	Certificate of Service, Motion to Compel upon Paul T. Grater, Esq. No CC	John K. Reilly Jr.
7/27/2004	Motion for Sanctions, filed by s/John R. Carfley, Esq. One CC Attonrney Naddeo (Co-counsel)	John K. Reilly Jr.
8/6/2004	Proof of Service, Defendant's Pre-Trial Statement, on John R. Carfley, Esq. John K. Reilly Jr. and James A. Naddeo, Esq. Filed by s/Paul T. Grater, Esq. No cc.	

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Case: 2002-00378-CD

Current Judge: Fredric Joseph Ammerman

Richard J. Lawson, Kim Lawson, Mariah C. Lawson vs. PCA International, Inc.

Civil Other

Date	Judge
8/13/2004	Order, AND NOW, this 12th day of August, 2004, following Pre-Trial Conference, it is the ORDER of this Court as follows: 1. Jury Selection will be held on August 26, 2004 at 9:30 a.m. in Courtroom 1. 2. Jury Trial is scheduled for three days, October 27, 2004, October 28, 2004, and October 29, 2004 commencing at 9:00 a.m. each day in Courtroom No. 1 of the Clfd Co. Courthouse. The Plaintiffs' Motion for Sanctions filed on July 27, 2004 is hereby dismissed as moot. BY THE COURT/s/Fredric J. Ammerman, President Judge (For all information regarding depositions, objections, and filing of motions or petitions see original) 2 certi. copies to James A. Naddeo, Esq., 2 cert copies to John R. Carfley, Esq., 2 cert. copies to Paul T. Grater, Esq., 1 copy to President Judge Ammerman, 1 copy to Court Administrator.
8/26/2004	Notice of Videotaped Deposition of Rajiv R. Varma, M.D., Filed by s/Paul T. Fredric Joseph Ammerman Grater, Esq., No cc
9/17/2004	Notice of Deposition of Glenn A. Stayer, M.D. On behalf of: PCA INTERNATIONAL, INC., Defendant, filed by Paul T. Grater, Esquire. Served upon: John R. Carfley, Esquire; and James A. Naddeo, Esquire. No CC.
9/23/2004	Motion in Limine, filed by s/John R. Carfley, Esq. Four CC Attorney Carfley
9/24/2004	Certificate of Service, Motion in Limine upon defendant, PCA International, Inc. through its atty. Paul T. Grater, Esquire. Filed by s/ John R. Carfley, Esq. 1 CC Atty.
9/29/2004	Rule, AND NOW, this 29th day of Sept, 2004, upon consideration of the foregoing motion in Limine, a rule is hereby issued upon Defendant to Show Cause why the Motion should not be granted. Rule Returnable the 13th day of October, 2004, for filing written response and the 15th day of October, 2004, at 2:30 p.m. in Courtroom Number 1. BY THE COURT: Fredric J. Ammerman, President Judge. 4 CC Atty Carfley.
10/12/2004	Motion for Continuance and for Leave to Withdraw as Counsel, filed by s/Paul T. Grater, Esq. No CC
10/13/2004	Defendant's Answer to Plaintiff's Motion in Limine, on behalf of Defendant, filed by s/Paul T. Grater, Esquire. No CC. Proof of Service, served upon John R. Carfley, Esquire and James A. Naddeo, Esquire the 9th of Oct. by 1st class mail.
10/21/2004	Motion For Continuance filed by Atty. Naddeo 1 CC to Atty.
10/22/2004	Order, NOW, this 15th day of October, 2004, following argument on the defendant's Motion for Continuance and for Withdraw of Counsel, it is the ORDER of this Court that the said motions be and are hereby denied. The jury trial scheduled for October 27th, 28th and 29, 2004, shall continue as scheduled and all counsel of current record shall be present. BY THE COURT: /s/ Fredric Ammerman, President Judge. 1 CC Atty: Carfley, Naddeo, and Grater. Order, AND NOW, this 21st day of October, 2004, upon motion of Plaintiff with the joinder of Defendant, it is the ORDER of this Court that trial of this case be continued to the next term of Civil Court. It is the further ORDER of this Court that no further continuances will be granted to either party. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC Atty Naddeo.

Date: 3/15/2007

Clearfield County Court of Common Pleas

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ROA Report

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Case: 2002-00378-CD

Current Judge: Fredric Joseph Ammerman

Richard J. Lawson, Kim Lawson, Mariah C. Lawson vs. PCA International, Inc.

Civil Other

Date	Judge
10/22/2004	Order, Now, this 21st day of October, 2004, in consideration of the Court's Order issued this date continuing the above-captioned case to the next Term of Court, the Court hereby grants the prior request of Defense counsel, Paul T. Grater, esquire, to withdraw from the case. The Prothonotary shall note the withdrawal of Attorney Grater as Attorney for the Defendant. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1 CC Atty: Carfley, Naddeo, Grater.
10/26/2004	Certificate of Service of Motion for Continuance filed by Atty. Naddeo
11/3/2004	Praecipe For Entry of Appearance, filed on behalf of PCA International, INC., by s/ John M. Giunta, Esquire. 1 CC to Atty. Cert. of Service, on 1st of Nov., 2004, by 1st class mail to John R. Carfley, Esq. and James A. Naddeo, Esq.
11/23/2004	Motion in Limine Plaintiff's Request for Binding Instructions with Respect to the Issue of Causation, filed by Atty. Carfley 2 Cert. to Atty. Certificate of Service, Motion in Limine upon defendant by mail the 23rd day of Nov., 2004, to John M. Giunta, Esquire. No CC
12/6/2004	Rule, AND NOW, this 6th day of December, 2004, upon consideration of the foregoing Motion in Limine, a rule is hereby issued upon Defendant to Show Cause why the Motion should not be granted. Dec. 17, 2004 at 9:30 a.m. in Courtroom for hearing thereon. BY THE COURT, /s/ Fredric J. Ammerman, President Judge. 2CC to Atty Carfley.
12/8/2004	Certificate of Service: Motion of Limine/ Rule, sent on Dec. 7, 2004 to PCA International, Inc., c/o John M. Giunta, Esquire. Filed by s/ John R. Carfley, Esquire. No CC
12/15/2004	Order, AND NOW, this 14th day of December, 2004, it is hereby ORDERED that the Rule that was issued upon defendant to Show Cause why the Motion in Limine - Plaintiff's Request for Binding Instructions with Respect to the Issue of Causation should not be granted, will be returnable for a filing a written response and for argument on the 4th day of Jan., 2005, at 10:30 a.m. in Courtroom 1 of the Clfd. Co. Courthouse. BY THE COURT, /s/ Fredric J. Ammerman, President Judge. 1CC Atty Giunta, 1CC Atty Carfley
1/4/2005	Response To Plaintiffs' Motion In Limine - Plaintiffs' Request for Binding Instructions With Respect To The Issue of Causation, filed by s/ John M. Giunta, Esquire. No CC
1/12/2005	Answer To Amended New Matter, filed by s/ James A. Naddeo, Esquire. 1CC to Atty. Stipulation, AND NOW, this 10th day of Jan. 2005, the parties by their undersigned counsel, consent to the filing of the Amended New Matter by the Defendant, PCA International, Inc. Signed James A. Naddeo, Esquire, and John M. Giunta, Esquire. filed by s/ John M. Giunta, Esquire. no CC.
	Amended New Matter, filed by s/ John M. Giunta, Esquire. No CC
1/17/2005	Certificate of Service, copy of the First Supplemental Pretrial Statement on the 13th of Jan. 2005 upon John R. Carfley, Esquire, and James A. Naddeo, Esquire. Filed by s/ John M. Giunta, Esquire. No CC

Date: 3/15/2007

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Case: 2002-00378-CD

Current Judge: Fredric Joseph Ammerman

Richard J. Lawson, Kim Lawson, Mariah C. Lawson vs. PCA International, Inc.

Civil Other

Date	Judge
1/25/2005	Order, NOW, this 21st day of Jan., 2005, following Pre-Trial Conf. among the Court and counsel it is the ORDER of this Court as follows: 1. Trial is scheduled for April 6,7 and 8, 2005 and start at 9:00 a.m. on each day in Courtroom No. 1, Clfd. Co. Courthouse. 2. Jury selection is hereby scheduled for 9:00 a.m. on Thursday, Jan. 27, 2005 in Courtroom No. 1, Clfd. Co Courthouse. (See original for further details of Order). BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Atty: Naddeo, Carfley, Giunta, Grater
2/1/2005	Order, AND NOW, this 1st day of Feb., 2005, following oral argument on Plaintiffs' Motion in Limine: Plaintiff's Request for Binding Instructions with Respect to the Issue of Causation and Defendant's Response to same, the Court HEREBY DENIES Plaintiff's Motion. By the Court, /s/ Fredric Ammerman, President Judge. 3CC to Atty Naddeo
	Order, AND NOW, this 1st day of Feb., 2005, after reviewing the Party's pleadings and oral argument on Plaintiffs' first Motion in Limine (Motion), the Court hereby DENIES said Motion. By the court, /s/ Fredric Ammerman, President Judge. 3CC to Atty Naddeo
2/25/2005	Motion in Limine to Admit Evidence of Past Incidents Which Involved Falling From Posing/Photographic Tables Utilized by PCA International, Inc. in Their Photographic Studios, filed by Atty. Carfley 2 Cert. to Atty. Motion in Limine to Determine the Effect of the Proof of Claim Filed on Behalf of Minor Child as a Limitation on the Amount of Recovery for Economic and Non-Economic Loss, filed by Atty. Carfley 2 Cert. to Atty.
	Motion In Limine to Determine Whether Defendant retains the Right to Call its Expert Witness at Trial After Having Noticed the Same Expert for Videotape Deposition, All to the Detriment and Prejudice of the Plaintiffs. filed by Atty. Carfley 2 Cert. to Atty.
2/28/2005	Scheduling Order AND NOW, this 28th day of Feb., 2005, upon consideration of the Motion in Limine filed by Plaintiffs, a rule is hereby issued upon defendant to show cause why the Motion should not be granted. Rule returnable the 7th day of March, 2005, at 9:30 a.m. in Courtroom Number 1, Clfd. Pa for hearing thereon. Fredric J. Ammerman, President Judge. 2CC to Atty Scheduling Order AND NOW, this 28th day of Feb., 2005, upon consideration of the Motion in Limine filed by Plaintiffs, a rule is hereby issued upon defendant to show cause why the Motion should not be granted. Rule returnable the 7th day of March, 2005, at 9:30 a.m. in Courtroom Number 1, Clfd. Pa for hearing thereon. Fredric J. Ammerman, President Judge. 2CC to Atty Scheduling Order AND NOW, this 28th day of Feb., 2005, upon consideration of the Motion in Limine filed by Plaintiffs, a rule is hereby issued upon defendant to show cause why the Motion should not be granted. Rule returnable the 7th day of March, 2005, at 9:30 a.m. in Courtroom Number 1, Clfd. Pa for hearing thereon. Fredric J. Ammerman, President Judge. 2CC to Atty
3/2/2005	Motion to Continue Rule Returnable Date and Hearing Date, filed by Atty. Giunta 1 Cert. to Atty.
3/8/2005	Order, NOW, this 7th day of March, 2005, it is the ORDER of the court that: (see Original). By the Court: /s/ Fredric J. Ammerman, Judge. 1CC Atty: Naddeo, Carfley, Giunta, Grater

Date: 3/15/2007

Clearfield County Court of Common Pleas

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ROA Report

Case: 2002-00378-CD

Current Judge: Fredric Joseph Ammerman

Richard J. Lawson, Kim Lawson, Mariah C. Lawson vs. PCA International, Inc.

Civil Other

Date	Judge
3/21/2005	Order, NOW, this 21st day of March, 2005, upon consideration of Plaintiffs' Motion in Limine, it is ORDERED that Plaintiffs' Motion is DENIED and it is further ORDERED that Plaintiffs are precluded from referring to or attempting to offer any evidence of prior accidents at the trial in this matter. BY THE COURT, /s/ Fredric J. Ammerman, President Judge. 1CC Atty: Naddeo, Carfley, Giunta, Grater
3/22/2005	Offer of Proof Relative To The In-Court Trial Testimony of Dr. Rajiv R. Varma, filed by s/ John M. Giunta, Esquire. No CC Answer To Plaintiffs' Motion In Limine To Determine The Effect Of The Proof Of Claim Filed on Behalf Of Minor Child As A Limitation On The Amount Of Recovery For Ecomonic And Non-Economic Loss, Filed by s/ John M. Giunta, Esquire. No CC
3/23/2005	Objections To Excerpts Of Depositoon Testimony of Dr. Michael G. Moncman And Brief In Support, filed by s/ John M. Giunta, Esquire. No CC
3/30/2005	Order, AND NOW, this 28th day of March, 2005, upon due consideration of plaintiffs' Motion in Limine To Determine the Effect of the Proof Of Claim Filed On Behalf of Minor Child As A limitation On The Amount Of Recovery For Economic And Non-Economic Loss, Defendant PCA International, Inc.'s Answer and Brief in Opposition, Plaintiffs' Motion is denied, and the Release pleaded will be applied in the post-verdict stage of the case, if necessary. BY THE COURT: /s/ Fredric J. Ammerman, Judge. 2CC Atty Giunta
4/18/2005	✓ Order, AND NOW, this 18th day of April, 2005, it is the ORDER of this Court that hearing on Petition to Approve Minor's Claim is scheduled for the 29th day of April, 2005, at 3:00 p.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, President Judge. 1CC Atty Naddeo ✓ Petition to Approve Minor's Claim, filed by s/ James A. Naddeo, Esquire. 1CC Atty
4/29/2005	✓ Order, AND NOW, this 29th day of April, 2005, this being the date set for hearing upon the Petition of the parents and natural guardians to approve settlement of the minor's claim for injuries, (see original). BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC Atty Naddeo
5/4/2005	✓ Praecipe To Settle And Discontinue, filed by s/ James A. Naddeo, Esquire. Fredric Joseph Ammerman 1CC & 1Cert. of Disc. to Atty Naddeo, Copy of Disc. to Atty

Have

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

RICHARD J. LAWSON and
KIM EBOCH-LAWSON,
husband and wife, and
Parents and Natural
Guardians of MARIAH C.
LAWSON, a minor,
Plaintiffs,

V.

* NO. 02 - 378 - CD

PCA INTERNATIONAL, INC.,
a corporation,
Defendant.

ORDER

AND NOW, this 18th day of April, 2005, it is the
ORDER of this Court that Hearing on Petition to Approve Minor's
Claim is scheduled for the 29 day of April, 2005, at
3:00P.m. in Courtroom No. 1, Clearfield County Courthouse,
Clearfield, Pennsylvania.

BY THE COURT

FILED ^(GR) ~~1CC~~ Atty. Nadales
03-23-01
APR 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

James A. Nadeo

ATTORNEY AT LAW

207 EAST MARKET STREET

PO. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

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FILED

APR 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD J. LAWSON and
KIM EBOCH-LAWSON,
husband and wife, and
Parents and natural
Guardians of MARIAH C.
LAWSON, a minor,
Plaintiffs,

v.

PCA INTERNATIONAL, INC.,
a corporation,
Defendant.

* No. 02 - 378 - CD

* Type of Pleading:

* PETITION TO APPROVE
MINOR'S CLAIM

* Filed on behalf of:
Plaintiffs

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
Pa I.D. 06820

* 207 East Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED ^{CC}
APR 23 2005
APR 18 2005
Aly

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD J. LAWSON and
KIM EBOCH-LAWSON,
husband and wife, and
Parents and Natural
Guardians of MARIAH C.
LAWSON, a minor,
Plaintiffs,

v.

No. 02 - 378 - CD

PCA INTERNATIONAL, INC.,
a corporation,
Defendant.

PETITION TO APPROVE MINOR'S CLAIM

NOW COME Richard J. Lawson and Kim Eboch-Lawson,
husband and wife, and parents and natural guardians of Mariah C.
Lawson, a minor, and by their attorney, James A. Naddeo,
Esquire, respectfully allege as follows:

1. That Petitioners are Richard J. Lawson and Kim Eboch-Lawson, husband and wife, who reside at 623 East Spruce Street, Philipsburg, Pennsylvania 16866.
2. That your Petitioners are the parents and natural guardians of the minor Plaintiff, Mariah C. Lawson, age 8 who was born on March 2, 1997.
3. That Defendant in this action is PCA International, Inc., a corporation engaged in the business of photographing families and their children.

4. That on March 28, 2000, PCA International, Inc., maintained a photography studio at the Wal-Mart Super Center, Wolf Run Exchange, Route 879, Lawrence Township, Clearfield County, Pennsylvania.

5. That on the aforesaid date at approximately 4:00 p.m. E.S.T., the minor Plaintiff was taken to Defendant's studio for the purpose of having the child photographed.

6. That on the aforesaid date and at the said time the minor Plaintiff was a business invitee upon Defendant's premises.

7. That the minor Plaintiff was placed on a posing table for the purpose of taking her photograph during the course of which session the child fell from the table and struck her head on the floor precipitating the onset of migraine headaches.

8. That the minor Plaintiff has continued to experience migraine headaches from the date of her accident on March 28, 2000, up to and including the date of this Petition.

9. That at the time of the minor Plaintiff's accident PCA International, Inc., was insured by Reliance Insurance Company, which company was in bankruptcy and was subject to liquidation through the North Carolina Guaranty Fund.

10. That Petitioners perfected a claim against the North Carolina Guaranty Fund, which Fund provides liability protection in the amount of \$289,417.74.

percego se exumpto "Dm".

to whom it is due. It is the duty of the members of the Board to do their best to promote the welfare of the Association.

33. **Лягк** **съе** **Боргъю** **ог** **съе** **Беффјевен** **Балеје** **ко**

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JOHN C. DITTMAR
3325 N. 35TH ST.
MILWAUKEE, WIS.

afford a less expensive alternative to a smaller
single cabin option. \$ 20,000.00

awoltoz as becoffee ad but

35. That the Government of India may take such steps as may be necessary to secure the observance of the principles of non-violence in the conduct of its foreign policy.

"PB" didn't work as expected because we mix
"S" and "C" components but didn't consider the
"S" component's influence on the "C" component's
behavior.

2002 a coda o ayaw é a efectos de expulsão. A "A" é a eficiência de trabalho na fábrica.

...oldsmobiles are to be used in connection with the new system.

for the protection of the environment, the protection of the health of the population, and the protection of the environment.

18. This is the best time to plant trees and shrubs in the fall.

11. That Petitioners employed James A. Naddeo, Esquire, to pursue a claim for damages on their behalf and on behalf of their daughter.

12. That Petitioners caused suit to be filed on behalf of their daughter against PCA International, Inc., to the above-captioned term and number.

13. That the fee agreement between Petitioners and counsel was for counsel to receive one-third (1/3) of any recovery obtained on behalf of their daughter and to be reimbursed for his out-of-pocket expenses.

14. That in conjunction with Petitioners' fee agreement with counsel, counsel embarked upon an extensive investigation of Plaintiffs' case and engaged in voluminous discovery which included multiple depositions.

15. That as a result of counsel's investigation and discovery efforts, counsel concluded that there was a credible theory for recovery against Defendant.

16. That as a result of counsel's extensive efforts, counsel concluded that there was a serious question concerning the causal connection between the minor Plaintiff's accident and the migraine headaches that she subsequently developed.

17. That counsel for minor Plaintiff was able to negotiate a settlement with the North Carolina Guaranty Fund for the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars.

18. That your Petitioners believe and therefore aver that because of the questionable causation the settlement negotiated by counsel is fair and reasonable.

19. That the terms of settlement are outlined in the letter from counsel for PCA International, Inc., dated March 28, 2005, a copy of which is attached hereto as Exhibit "A".

20. That in return for payment of the settlement amount, your Petitioners will be required to execute a Release of the Defendant and the North Carolina Guaranty Fund in the form attached hereto as Exhibit "B".

21. That counsel has incurred out-of-pocket expenses on behalf of the minor Plaintiff in the amount of \$5,750.43 as appears from the advance ledger attached hereto as Exhibit "C".

22. That your Petitioners propose that the settlement fund be allocated as follows:

James A. Naddeo, Esquire	
Attorney's Fees & Expenses	\$ 50,000.00

Mariah C. Lawson, Minor	
Plaintiff	\$100,000.00

23. That the portion of the settlement payable to minor Plaintiff, Mariah C. Lawson, is to be paid in the form of a structured settlement, the details of which are attached hereto as Exhibit "D".

WHEREFORE, Petitioners respectfully request your Honorable Court after hearing to approve settlement on behalf of the minor Plaintiff and to authorize her parents and natural guardians to execute the Release in the form attached hereto as Exhibit "B".

Respectfully submitted,


James A. Naddeo

James A. Naddeo, Esquire
Attorney for Petitioners

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

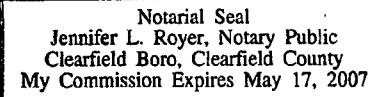
Before me, the undersigned officer, personally appeared KIM EBOCH-LAWSON, who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Petition to Approve Minor's Claim are true and correct to the best of her knowledge, information and belief.

Kim Eboch-Lawson

Kim Eboch-Lawson

SWORN and SUBSCRIBED before me this 15th day of April, 2005.

Jennifer L. Royer



RAWLE & HENDERSON LLP



JOHN M. GIUNTA
412-261-5705
JGIUNTA@RAWLE.COM

THE NATION'S OLDEST LAW OFFICES
ESTABLISHED 1783
WWW.RAWLE.COM

THE HENRY W. OLIVER BUILDING
SUITE 1000, 335 SMITHFIELD ST.
PITTSBURGH, PA 15222
TELEPHONE: (412) 261-5700
FACSIMILE: (412) 261-5710

VIA FACSIMILE

March 28, 2005

James A. Naddeo, Esq.
211 1/2 E. Locust Street
PO Box 552
Clearfield, PA 16830
Fax: 814-765-8142

*RE: Lawson v. PCA International, Inc.
No. 02-378-CD, Civil Division
Our File No. 100430*

Dear Mr. Naddeo:

This letter will confirm our agreement to settle the above-captioned case for the total sum of \$150,000, in exchange for a full and final general Release, Court approval of the settlement of the minor's claim, and closure of the docket, with the respective parties to bear their own costs. Please advise of what contact needs to be made to Judge Ammerman's chambers while our steps toward closing this matter are pending. I would plan to contact his staff today unless you have already done so.

You requested that the NCIGA obtain annuity information with regard to an option that you and your clients would like to consider. Specifically, you wanted to consider the eventual result if \$100,000 of the above figure would be put into a structured plan to be arranged by NCIGA, to result in a lump sum payment to the minor plaintiff in ten years. I will ask my contact at NCIGA to obtain that information, upon her return to the office tomorrow, Tuesday, March 29, 2005. Since a release involving a structured settlement component will be different in format than a release without a structure, I will defer sending you a copy of a form release until we agree on the details of payment.

Once a release is signed, the minor's petition is approved and the docket marked as settled and discontinued, we would need some payment information. At a minimum, we would need your firm's tax identification number, and once the checks are prepared, we would need your clients' address to send a copy of the cover letter to the plaintiffs, pursuant to 31 Pa. Code 146.10.

1124734 v.1

PHILADELPHIA, PA.

MEDIA, PA.

PITTSBURGH, PA.

MARLTON, NJ

NEW YORK, NY

WILMINGTON, DE

RAWLE & HENDERSON LLP

Page 2

I appreciate your cooperation in bringing this matter to an amicable resolution. I will be in touch with you as soon as I hear from the NCIGA with regard to the structure figures. Should you have any questions or comments in this regard, please contact me.

Very truly yours,

RAWLE & HENDERSON LLP

By:

John M. Giunta

JMG:cam

cc: John R. Carfley, Esq.
222 Presqueisle Street
PO Box 429
Philipsburg, PA 16866

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this _____ day of _____, 2005, by and between:

"Claimants"

Richard J. Lawson and Kim Eboch-Lawson, husband and wife, parents and natural guardians of Mariah C. Lawson, a minor

"Released Defendant"

PCA International, Inc., a corporation

"Guaranty Association"

North Carolina Insurance Guaranty Association

RECITALS

A. On or about March 28, 2000, Claimant Mariah Lawson, a minor, while having her photograph taken, fell from a posing table at a photographic studio operated by defendant located at the Wal-Mart Super Center, Wolf Run Exchange, Route 879, Lawrence Township, Clearfield County Pennsylvania. Claimants allege that the accident and resulting physical and personal injuries to Mariah C. Lawson arose out of alleged negligent acts or omissions of the released defendant, and Claimants have made a claim seeking monetary damages on account of those injuries.

B. The Guaranty Association has undertaken certain obligations pursuant to certain statutes, upon the insolvency of the Released Defendant's liability insurer, Reliance Insurance, and upon the exhaustion of the Released Defendant's deductible aggregate amount. As such, the Guaranty Association is defending the Released Defendant pursuant to the coverage that existed between the Released Defendant and the insolvent insurer, subject to statutory provisions under N.C.Gen.Stat. 58-48-1 *et seq.* ("the Guaranty Act").

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 made, or might have been made, by reason of the incident described in Recital A, above, and which was the subject matter of the Complaint described below, against the Released Defendant, upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1.0 RELEASE AND DISCHARGE:

1.1 For and in consideration of the payments set forth in Section 2, the Claimants do hereby, for themselves and for their heirs, executors, administrators, personal representatives, successors, assigns, and legal representatives, forever remise, release, acquit, exonerate and discharge the said Released Defendant, the North Carolina Insurance Guaranty Association (NCIGA), Diane Koken, individually and as Liquidator of Reliance Insurance Company, in Liquidation, and Reliance Insurance Company, In Liquidation, and any of their employees, insurers, officers, directors, agents, predecessors, successors, assigns, heirs or legal representatives and all other persons, associations and corporations, whether or not named herein, and their heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as "Releasees"), of and from any and all liability, actions, causes of action, claims, suits, arbitration demands, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, demands and claims of whatsoever kind or nature, whether in law or in equity, whether or not heretofore, now, or hereafter existent or known, as a direct or indirect result of any cause, matter or thing whatsoever which occurred or accrued at any

time prior to the date of the execution of this release, including, but not limited to any and all claims, actions or causes of action of whatsoever kind or nature relating to, arising from or connected with all matters and factual allegations that have been alleged as a result of, arising from or in any way connected with an incident which has been alleged to have occurred on March 28, 2000 at a photography studio located at the Wal-Mart Super Center, Wolf Run Exchange, Route 879, Lawrence Township, Clearfield County, Pennsylvania, as more fully alleged in the litigation filed in the Court of Common Pleas of Clearfield County, Pennsylvania, at Case No. 02-378-CD.

This release includes all claims or actions for contribution or indemnity now existing or that may arise on account of damages sustained or alleged to be sustained by third parties. This release also includes any and all claims for attorney fees, costs and/or expenses relating to, arising from or connected with the litigation referenced in the preceding paragraph.

It is further understood and agreed by and between the parties that this is a complete and full release, and that there are no written or oral understandings or agreements, directly or indirectly connected with this release and settlement that are not incorporated herein.

It is understood and agreed that this is a compromise settlement of a disputed claim, the liability for which is expressly denied, and neither the existence of this release, nor any of its provisions, nor any negotiations or proceedings connected therewith shall be offered or received in evidence in any action or proceeding as an admission or concession of liability or wrongdoing of any nature.

It is expressly understood and agreed that this release and settlement is intended to cover and does cover not only all now known injuries, losses and damages but any further injuries, losses or damages which arise from, or are related to the occurrence set forth in the legal action noted above.

It is further understood that the undersigned claimants will pay or otherwise discharge, or reach an agreement to discharge, and will be fully and completely responsible for any and all liens, charges, fees, costs, interest and other sums which may exist against the settlement under common law, statute or otherwise, including but not limited to any liens, subrogation liens or claims by any insurance carrier or government agency which may have paid any bills, costs or expenses on behalf of the undersigned parties, and the undersigned parties further agree to defend and indemnify the Releasees, the NCIGA and defense counsel for any claims, legal actions or administrative actions brought against any Releasee, the NCIGA, and defense counsel for payment or discharge.

The claimants hereby agree, on their behalf and on behalf of their heirs, executors, successors and/or assigns, to indemnify and save forever harmless the Releasees 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 relating to or arising from the legal action noted above.

It is further understood and agreed and made part hereof, that neither the Claimants nor their attorneys or other representatives, will in any way publicize, in any news or communications media, including but not limited to newspapers, magazines, radio or television, the facts or terms and conditions of this settlement. All parties to this agreement expressly agree to decline comment on any aspect of this settlement to any

member of the news media. This paragraph is intended to become part of the consideration for settlement of this claim.

In the event court approval is required for the settlement, compromise or resolution of this claim, this settlement is conditioned upon Claimants undertaking any and all necessary action to obtain same.

If this settlement is ever determined by any court to be without effect because some necessary court approval was not obtained, or if the Releasees are subjected to further legal action or claim which could not have been instituted or presented had proper court approval been obtained by Claimants, the Claimants will indemnify the Releasees for any future loss, cost, or expense including but not limited to reasonable attorney's fees for defending, litigating and settling any such claims or action, and for any judgment resulting from any such action or claim.

Claimants represent and warrant that they have reviewed this Release with the counsel and assistance of their attorneys and that they understand the terms and conditions set forth herein and that they have knowingly and voluntarily executed this Full and Final Release for the purpose of making a full and final compromise, adjustment and settlement of any and all claims on account of the alleged injuries and damages above-mentioned, and for the express purpose of precluding forever any further or additional suits arising out of the aforesaid allegations and claims. It is further understood and agreed by Claimants that any and all provisions contained herein shall be construed in a neutral manner and pursuant to the law of the Commonwealth of Pennsylvania.

1.2 This release and discharge shall also apply to Released Defendant's and NCIGA's 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.

1.3 This release, on the part of the Claimants shall be a fully binding and complete settlement among the Claimants, the Released Defendant and the NCIGA, and their heirs, assigns and successors.

1.4 Claimants acknowledge and agree that the release and discharge set forth above is a general release. Claimants expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Claimants do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimants' decision to enter into this Settlement Agreement. Claimants further agree that Claimants have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimants assume the risk that the facts or law may be other than Claimants 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 Released Defendant, by whom liability is expressly denied.

1.5 Claimants agree to hold harmless and indemnify the Released Defendant and NCIGA, and Released Defendant's and NCIGA's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees,

subsidiaries, affiliates, partners, predecessors and successors in interest and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, as to any and all liens, whether known or unknown.

2.0 PAYMENTS

In consideration of the release set forth above, NCIGA, on behalf of the Released Defendant, agrees to pay to the individual(s) named below the sums outlined in this Section 2 below:

2.1 Payments due at the time of settlement as follows:

- (a) An up front draft, payable to James A. Naddeo, Esquire, inclusive of all attorneys fees, expenses and court/record costs.

2.2 Periodic payments made to Mariah Lawson (the "Payee") according to the schedule as follows (the "Periodic Payments"):

Payee to receive a life certain annuity in the amount of \$1,072.87 for life, payable monthly, guaranteed for 30 years, beginning on 3/02/2020, with the last guaranteed payment on 2/02/2050.

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

3.0 PAYEE'S RIGHTS TO PAYMENTS

Claimants acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Claimants or by the Payee; nor shall Claimants or Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

4.0 CONSENT TO QUALIFIED ASSIGNMENT

4.1 Claimants acknowledge and agree that NCIGA will make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of NCIGA's liability to make the Periodic Payments set forth in Section 2.2 to PASS Corp. ("the Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of NCIGA immediately preceding the assignment of the Periodic Payments obligation.

4.2 Any such assignment shall be accepted by the Claimants without right of rejection and shall completely release and discharge the Released Defendant and the Insurer from the Periodic Payments obligation assigned to the Assignee. The Claimants recognize that the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Released Defendant and NCIGA shall thereupon become final, irrevocable and absolute.

5.0 PAYEE'S BENEFICIARY

Any payments to be made after the death of the Payee Mariah Lawson pursuant to the terms of this Settlement Agreement shall be made to the Estate of Mariah Lawson or to such person or entity as shall be designated in writing by Claimants to the NCIGA's Assignee. If no person or entity is so designated by Claimants, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be

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effective unless it is in writing and delivered to the NCIGA's assignee. The designation must be in a form acceptable to the NCIGA's Assignee before such payments are made.

6.0 RIGHT TO PURCHASE AN ANNUITY

The Released Defendant and/or NCIGA, itself or through the NCIGA's Assignee, reserve the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from Prudential Insurance Company of America (hereinafter "Annuity Insurer"). Pursuant to the aforesaid qualified assignment, the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership, and the NCIGA shall have no liability to make any Periodic Payments to Payee under any circumstances, including but not limited to the bankruptcy or insolvency of the Annuity Issuer or the Assignee, as more fully set forth in the Qualified Assignment, Release and Pledge Agreement to be executed by Claimants, NCIGA and the Assignee, concurrent herewith. The Assignee may have the Annuity Issuer mail payments directly to the Payee. The Claimants shall be responsible for maintaining a current mailing address for Payee with the Assignee and the Annuity Issuer.

7.0 DISCHARGE OF OBLIGATION

The obligation of NCIGA's Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee(s) named in Section 2.2 of this Settlement Agreement, or the deposit by electronic funds transfer in the amount of such payment to an account designated by or on behalf of the Payee.

8.0 ATTORNEYS FEES

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

9.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the Claimants represent that Claimants have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Claimants by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Claimants.

10.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Claimants represent and warrant 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, except as otherwise set forth herein; that Claimants have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Claimants 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.

11.0 CONFIDENTIALITY

The parties agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, or as required by

law, any of the terms of this Settlement Agreement or any of the amounts, numbers or terms and conditions of any sums payable to Payee hereunder.

12.0 GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

13.0 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.

14.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

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

15.0 EFFECTIVENESS

This Settlement Agreement shall become effective immediately following execution by each of the parties.

WITNESS:

Dated: _____

Dated: _____

WITNESS:

Dated: _____

WITNESS:

Dated: _____

CLAIMANTS:

By: _____

Richard J. Lawson, individually and as parent and natural guardian of Mariah C. Lawson, a minor

By: _____

Kim Eboch-Lawson, individually as parent and natural guardian of Mariah C. Lawson, a minor

CLAIMANTS' ATTORNEY:

By: _____

James A. Naddeo, Esquire

NCIGA:

By: _____

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared Richard J. Lawson and Kim Eboch-Lawson, to me known, and known to me to be the persons whose names are subscribed to the within release, and who executed the above instrument and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public

My Commission Expires:

Lawson, Mariah

Initials	Date
Prepared By	
Approved By	

© WILSON JONES

G7203 GREEN 7203 BUFF

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1 Dec 13	Postmaster		4029	4029
2 2002				
3 Jan 28	Centro de Neuro Assoz	50.00	50.00	
4 Feb 12	LA State Constable	3595	5424	
5 Mar 10	ASAP Ct. Rptg	37810	46834	
6 Mar 20	Postmaster	325	47229	
7 Mar 30	ASAP Ct. Rptg	8020	55229	
8 Apr 6	ASAP	34100	81329	
9 Apr 22	Michael Gerard Moriconi	120000	209329	
10 May 28	Inclement	4026	204403	
11 Jun 4	Cheri Burner	3800	208203	
12 8	XASAP Const Rptg	23390	230593	
13 20	Ulrich R. Us	11500	242093	
14 Jul 8	June Rodgers Ph.D	100000	340093	
15 Jul 21	"	130000	472093	
16 Sep 8	Knowy - independent	12950	485043	
17 Mar 14	June Rodgers Ph.D	70000	555043	
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The Mangeldorf Companies/BHS

2870 East Oakland Park Blvd.
Fort Lauderdale, Florida 33306
(954)630-2400

Settlement Proposal for: Lawson3

Owner State: New Jersey (0.00% tax)
Rate Series: PRU090
Rates Effective: 03/31/2005

For: Mariah Lawson

Female, Date of Birth: 03/02/1997

Quote Date: 04/07/2005
Purchase Date: 05/07/2005
Expiration Date: 04/14/2005

Age: 8, Rated Age: 8

Benefit Description

Life with Certain Annuity - \$1,072.87 for life, payable monthly, guaranteed for 30 year(s), beginning on 03/02/2020, with the last guaranteed payment on 02/02/2050.

	Guaranteed Benefit*	Expected Benefit*	Cost
	\$386,233	\$913,012	\$99,250.00
	\$386,233	\$913,012	\$99,250.00

Subtotal For Mariah Lawson

SUMMARY INFORMATION

	Guaranteed Benefit*	Expected Benefit*	Cost
ANNUITY COST.....			\$99,250.00
Assignment Fee			\$750.00
TOTAL ANNUITY COST W/ FEES	\$386,233	\$913,012	\$100,000.00

* Defined Term; see Definitions Report for Details.

This is not a quote. This information illustrates and analyzes a Prudential Structured Settlement Annuity Quote. Such Annuity Quote is a firm quote which can be accepted in accordance with the terms specified in the Quote.

Quote ID : Lawson3
Prepared by : Steve M. Black

Apr 8, 2005
Page 1 of 1

The Mangeldorf Companies/BHS
Version 4.11

CLARFIELD, PENNSYLVANIA 16830
P.O. BOX 552
207 EAST MARKET STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin

FILED

APR 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD J. LAWSON and *

KIM EBOCH-LAWSON, and * spouses of the above, the
husband and wife, and *

Parents and Natural and * hereby designated to act as
Guardians of MARIAH C. *

LAWSON, a minor, by her attorney to appear and
Plaintiffs, *

v. *

PCA INTERNATIONAL, INC., *

a corporation, *

Defendant. *

FILED 2cc
04/30/05 AMY
APR 29 2005 Nadeo

William A. Shaw
Prothonotary/Clerk of Courts

O R D E R

AND NOW, this 29th day of April, 2005, this
being the date set for hearing upon the Petition of the parents
and natural guardians of Mariah C. Lawson to approve settlement
of the minor's claim for injuries received as a result of the
accident that occurred on March 28, 2000, the Court finds as
follows:

1. That settlement and all terms thereof as embodied
in the Qualified Assignment and Release Agreement and Pledge
Supplement are fair and reasonable.
2. That the expenses of litigation including counsel
fees incurred during the prosecution of the minor's claim are
fair and reasonable.

James A. Nadeo

CLEARFIELD, PENNSYLVANIA 16830

P.O. BOX 552

207 EAST MARKET STREET

ATTORNEY AT LAW

Lap over margin

FILED

APR 29 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD J. LAWSON and
KIM EBOCH-LAWSON,
husband and wife, and
Parents and natural
Guardians of MARIAH C.
LAWSON, a minor,
Plaintiffs,

v.

PCA INTERNATIONAL, INC.,
a corporation,
Defendant.

* No. 02 - 378 - CD

* Type of Pleading:

* PRAECIPE TO SETTLE
AND DISCONTINUE

* Filed on behalf of:
* Plaintiffs

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED ^(6N)
100% Cert.
01/15/05 100% of Disc to
MAY 04 2005 Atty Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

Copy of Disc.
to Atty.

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

RICHARD J. LAWSON and
KIM EBOCH-LAWSON,
husband and wife, and
Parents and natural
Guardians of MARIAH C.
LAWSON, a minor,
Plaintiffs,

v.

No. 02 - 378 - CD

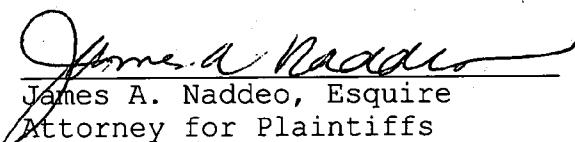
PCA INTERNATIONAL, INC.,
a corporation,
Defendant.

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case settled and discontinued.


James A. Naddeo, Esquire
Attorney for Plaintiffs

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

RICHARD J. LAWSON and
KIM EBOCH-LAWSON,
husband and wife, and
Parents and Natural
Guardians of MARIAH C.
LAWSON, a minor,
Plaintiffs,

V.

No. 02 - 378 - CD

PCA INTERNATIONAL, INC.,
a corporation,
Defendant.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Praeclipe to Settle and Discontinue filed in the above-captioned action was served on the following person and in the following manner on the 4th day of May, 2005:

First-Class Mail, Postage Prepaid

John M. Giunta, Esquire
RAWLE & HENDERSON, LLP
The Henry W. Oliver Building
Suite 1000, 535 Smithfield St.
Pittsburgh, PA 15222

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Attorney for Plaintiffs

James A. Naddoo

Attn: Attorney at Law

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Lap over margin

FILED

MAY 04 2005

PAUL J. SULLIVAN
PROSECUTOR

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Richard J. Lawson
Kim Lawson
Mariah C. Lawson

Vs.
PCA International, Inc.

No. 2002-00378-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 4, 2005, marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by James A. Naddeo, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of May A.D. 2005.

William A. Shaw, Prothonotary