

02-474-CD  
DUBOIS REGIONAL MEDICAL CENTER -vs- MADHU SINHA

2002-474-10

DUBOIS REGIONAL MEDICAL CENTER  
Plaintiff

vs.

MADHU SINHA

Defendant

IN THE COURT OF COMMON PLEAS OF

CLEARFIELD County

No.	Term,
Debt	\$ 50,000.00
Interest to Date	\$ 26,364.46
Attorneys Commission	\$
Total	\$ 76,364.46
With Interest From March 1, 2002	

COMPLAINT IN CONFESSION OF JUDGMENT

1. Plaintiff is a corporation ~~XXXXXX and XXXX~~ with its principal place of business at ~~for~~  
~~who resides at~~ PO Box 447, 100 Hospital Avenue, DuBois, Clearfield County,  
PA (15801)

Defendant(s) is an individual who resides at 6211 Main Street, Flushing, NY  
(11367-1130)

1(b) Judgment is not being entered by confession against a natural person  
in connection with a consumer credit transaction.

2. Attached hereto is a photostatic copy ~~for original~~ of an instrument showing the De-  
fendant's signature. The copy attached is a true and correct reproduction of the original.

3. The following assignment(s) of the instrument has been made since its execution and  
delivery:

4. There has been no prior exercise of the warrant of attorney to confess judgment, con-  
tained in this instrument, in any jurisdiction.

5. ~~XXXXXX Defendant is required under the terms of this instrument, or~~ (b) The Defend-  
ant(s) defaulted in payment of this instrument as follows: (strike out one) Defendant made no  
payment, Defendant is not an active staff member of Plaintiff & has relocated out of

6. The amount due and payable on this instrument is as follows: Plaintiff's service area.

Principal	\$ 50,000.00
Interest due to <del>date</del> 3/1/02	\$ 26,364.46
Attorneys Commission	\$
Total	\$ 76,364.46

7. Seventy Six Thousand Three Hundred Sixty Four & 46/100ths Dollars (\$76,364.46)  
is due the Plaintiff and the  
entry of a judgment against the Defendant(s) for that amount is requested.

FILED

MAR 28 2002

0/1:00/1/1

William A. Shaw  
Prothonotary

NOTICE & CERT TO DEB

FERRARO AND YOUNG ATTORNEYS

By: Gregory M. Krueh  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
County  
Term, 19

Debt  
Interest to Date  
Attorneys Commission  
Total  
With Interest From

vs.

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney (a. the original of which is attached) (b. a copy of which is attached) to the Complaint filed in this action, I appear for the defendant(s) and confess judgment in favor of the Plaintiff and against Defendant(s) as follows:

Principal  
Interest to Date  
Attorneys Commission  
Total  
With Interest from the  
day of  
19

Attorney for Defendant

The precise address of the Plaintiff herein is  
and the last known address of the Defendant(s)

Date  
Attorney for Plaintiff

COURT OF COMMON PLEAS OF  
County,  
Term, 19  
No.  
versus  
Statement in Assumpsit and Confession  
of Judgment  
Judgment, - - - - \$  
Debt, - - - - \$  
Attorneys Commission, - \$  
Int. from  
Filed and judgment entered thereon the  
day of  
19  
Prothonotary.  
Attorney for Plaintiff.

2002-474-10

DUBOIS REGIONAL MEDICAL CENTER  
Plaintiff

vs.

MADHU SINHA

Defendant

IN THE COURT OF COMMON PLEAS OF

CLEARFIELD County

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entry of a judgment against the Defendant(s) for that amount is requested.

FILED

MAR 28 2002

William A. Shaw  
Prothonotary

NOTICE & CERT TO DEB

FERRARO AND YOUNG, ATTORNEYS

By: Gregory M. Grech  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF

County

No.

Term, 19

vs.

Debt \$  
Interest to Date \$  
Attorneys Commission \$  
Total \$  
With Interest From

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney (a. the original of which is attached) (b. a copy of which is attached) to the Complaint filed in this action, I appear for the defendant(s) and confess judgment in favor of the Plaintiff and against Defendant(s) as follows:

Principal \$  
Interest to Date \$  
Attorneys Commission \$  
Total \$  
With Interest from the  
day of  
19 \$

Attorney for Defendant

The precise address of the Plaintiff herein is  
is and the last known address of the Defendant(s)

Attorney for Plaintiff

Date

COURT OF COMMON PLEAS OF

County,

Term, 19

No.

versus

Statement in Assumpsit and Confession  
of Judgment

Judgment, - - - \$

Debt, - - - \$

Attorneys Commission, - \$

Int. from

Filed and judgment entered thereon the

day of

19

Prothonotary.

Attorney for Plaintiff.

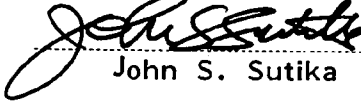
**AFFIDAVIT FOR A CORPORATION**  
**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF CLEARFIELD**

} ss.

Before me, the undersigned authority, there appeared **JOHN S. SUTIKA**, who being duly sworn according to law, deposes and says that he is **Vice-Pres./CFO** of **DuBois Regional Medical Center**, a corporation, Plaintiff herein; that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Complaint and that they are true and correct.

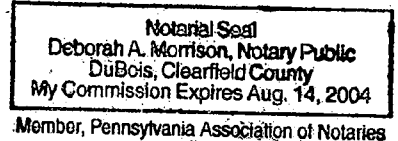
Sworn to and subscribed before me this  
day of 2002

  
John S. Sutika

VP & CFO

Title of Officer

  
3/20/02



**AFFIDAVIT FOR AN INDIVIDUAL**  
**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF**

} ss.

Before me, the undersigned authority, there appeared \_\_\_\_\_, who being duly sworn according to law, deposes and says that he is the Plaintiff herein; that the facts averred in the foregoing Complaint are true and correct.

\_\_\_\_\_  
Plaintiff

Sworn to and subscribed before me this  
day of 19

\_\_\_\_\_  
Title of Officer

To: John S

**PROMISSORY NOTE**

DuBois, Pennsylvania

October 29, 1996  
(Date)**1. Payment Terms**

For value received, and intending to be legally bound, the Madhu Sinha, M. D. ("the Maker") hereby promises to pay to the order of DuBois Regional Medical Center ("the Payee") the principal sum equal to the total amount advanced to Maker by Payee. The amount advanced is Fifty Thousand and 00/100 Dollars (\$50,000.00). Said amount is reflected on the books of Payee as a Receivable. Principal amount will be due and payable on or before March 31 1997. Interest rate of the prime rate as of October 28, 1996, as reported in the Wall Street Journal on that date or the business date closest to and preceding the date of this note shall be used for purposes of computing Imputed Interest to be reported to the Internal Revenue Services on the appropriate forms.

So long as the Payee is the holder hereof, the Payee's books and records shall evidence at all times all amounts outstanding under this Note and the date and amount of each advance and payment made pursuant hereto. If there is a dispute as to the accuracy of said records, it shall be settled by binding arbitration pursuant to Section 9 of this Note.

This prompt and faithful performance of all of the Maker's obligations hereunder, including, without limitation, time of payment, is of the essence of this Note.

**2. Acceleration**

All indebtedness provided for in this Note shall become due and payable immediately, without demand or notice, on the occurrence of any of the following:

- (a) Default in payment or performance of this Note or any other obligation of Maker to Payee, whether made directly between Maker and Payee or made by Maker and acquired in any manner by Payee;
- (b) The termination of the Active Staff Membership of the Maker.
- (c) Material breach of any term or condition set forth in this Promissory Note by Maker;
- (d) The filing of a voluntary or involuntary petition by or on behalf of Maker under any of the provisions of the federal bankruptcy laws;
- (e) A determination, in the sole opinion of Payee, that Maker's financial responsibility has become impaired or unsatisfactory to Payee, provided that if Maker disputes Payee's determination in this regard, Maker shall have the option of submitting the matter to binding arbitration.
- (f) The Maker may accelerate payments, may pre-pay any amount or completely pay off all indebtedness without penalty.
- (g) The relocation of the Maker to residence locations outside of the DuBols Regional Medical Center service area.

### **3. Collection Costs**

Maker agrees to pay all actual expenditures incurred by Payee in any successful attempt to collect any amount due under this note, including all costs of legal action and reasonable attorney's fees.

### **4. Extensions and Waivers**

No extension of time for payment granted by Payee of all or any part of the amount owing on this Note at any time shall affect the liability of the Maker, or of any surety, accommodation party, guarantor, or endorser of this Note. Acceptance by Payee of any installment after any default shall not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any of the other rights of Payee under this Note: provided, however, that Maker shall be entitled to a 15-day grace period with respect to each payment due hereunder. No delay by Payee



in exercising any power or right shall operate as a waiver of any power or right. No single or partial exercise of any power or right shall preclude other or further exercise of the power or right, or the exercise of any other power or right. The waiver of any default or grounds for acceleration by Payee shall not operate as a waiver of any subsequent default or grounds for acceleration, or of any power or right that payee may have under the terms of this Note.

#### **5. Waiver of Presentment, Notice of Dishonor, and Protest**

Maker severally waives demand and presentment for payment, notice of dishonor, notice of protest, and protest of this Note.

#### **6. Modifications**

No waiver or modification of the terms of this Note shall be valid unless in writing, signed by Maker and Payee. Any modification shall be valid only to the extent set forth in writing.

#### **7. Waiver of Trial by Jury**

Each party, including Maker and any endorser, surety, accommodation party, or guarantor, waives all right to trial by jury in any action or proceeding instituted in respect to this Note.

#### **8. Governing Law**

This Note shall be construed under the laws of the Commonwealth of Pennsylvania.

#### **9. Arbitration**

In the event that any matters hereunder are required by the terms of this Note to be submitted to binding arbitration, said arbitration shall be governed by the Commercial Arbitration Rules of the United States Arbitration and Mediation Association.

#### **10. Payments Unconditional; No Defense or Set-Off**

The obligations of the Maker and Guarantor to pay the principal on this Note and all other amounts payable to the Payee hereunder shall be absolute and unconditional without defense or set-off by reason of any default by the Payee under this Agreement or under any other agreement between the Maker and the Payee

(including but not limited to the Recruitment Agreement) or for any other reason, including, without limitation, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose or failure of the Payee to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Note, it being the intention of the parties that all payments on this Note and other amounts will be paid in full when due without any delay and will be received by the Payee as a net sum without deductions, abatements, diminution or set-off of any kind whatsoever.

#### **11. Assignment**

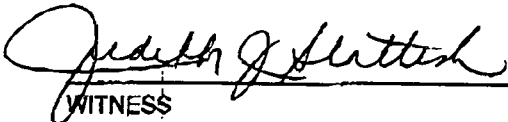
The Payee may assign its rights under this Note, provided that written notice of the assignment is given to the Maker.

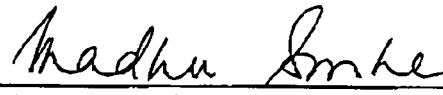
#### **12. Warrant of Attorney Confessing Judgment**

The maker and Guarantor of this Note authorizes any attorney at law to appear before the prothonotary of any court of record of this State or in any state in the United States at anytime after this Note becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgment in favor of the legal holder against any Maker and endorser, for the amount of principal and interest then appearing due on this Note, together with costs of suit, and to release all errors and waive all right of appeal.

WARNING -- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

The undersigned accepts the terms of the Promissory Note as of the date first written above and intends to be legally bound thereby.

  
WITNESS

  
Madhu Sinha, M. D.

10/30/96.  
DATE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

DuBois Regional Medical Center  
Plaintiff(s)

No.: 2002-00474-CD

Real Debt: \$76364.46

Atty's Comm:

Vs.

Costs: \$

Int. From: March 1, 2002

Madhu Sinha  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: March 28, 2002

Expires: March 28, 2006

Certified from the record this March 28, 2002

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DuBois Regional Medical Center

Vs.

No. 2002-00474-CD

Madhu Sinha

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$76364.46 on the March 28, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

DUBOIS REGIONAL MEDICAL CENTER  
Plaintiff

vs.

MADHU SINHA  
Defendant

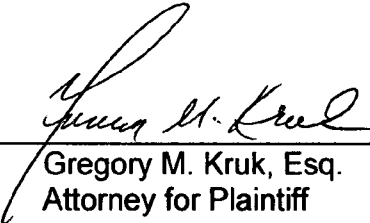
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No. 2002-00474-CD

**PRAECIPE TO SATISFY LIEN**

TO THE PROTHONOTARY:

Please mark the above-captioned matter "**SATISFIED**" as payment on the same has been made in full.

  
\_\_\_\_\_  
Gregory M. Kruk, Esq.  
Attorney for Plaintiff

Dated: 05/12/05

FILED <sup>62</sup> Any pd  
MAY 13 2005 7.00  
No CC

William A. Shaw  
Prothonotary/Clerk of Courts

Cert. of Sat to  
Any Kruk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

DuBois Regional Medical Center  
Plaintiff(s)

No.: 2002-00474-CD

Real Debt: \$76364.46

Atty's Comm:

Vs.

Costs: \$

Int. From: March 1, 2002

Madhu Sinha  
Defendant(s)

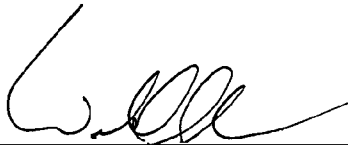
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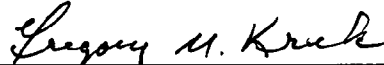


William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on MARCH 7, 2005, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney *FOR PLAINTIFFS*

GREGORY M. KRUCK  
Attorney For Plaintiff  
690 MAIN STREET  
BROCKWAY PA 15824  
814. 268. 2202

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

DuBois Regional Medical Center

No.: 2002-00474-CD

Vs.

Debt: \$76,364.46

Madhu Sinha

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, May 13, 2005, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 13th day of May, A.D. 2005.

\_\_\_\_\_  
Prothonotary