

02-1185-CD
Malaysy H. Campbell, Admx. vs George A. Hixon

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION – LAW

MALAYSY H. CAMPBELL, Administratrix :
of the Estate of RYAN C. CAMPBELL, :
deceased, on behalf of the Estate of :
RYAN C. CAMPBELL, deceased and on :
behalf of the next of kin of RYAN C. :
CAMPBELL, deceased, :
Plaintiff :

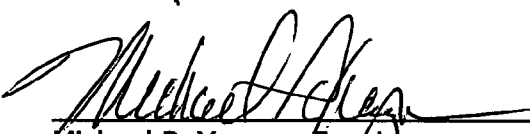
No. 02 -1185- CD

VS

GEORGE A. HIXON, :
Defendant :

TO THE PROTHONOTARY:

Please issue a Writ of Summons in favor of Plaintiff and against Defendant
in the above-captioned matter.


Michael P. Yeager, Esquire
Attorney for Plaintiff

FILED

JUL 30 2002

William A. Shaw
Prothonotary

FILED

013145-81
JUL 30 2002

Aug pd. 80.00

& writs to Aug Yeager
No CC

William A. Shaw
Prothonotary



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

COPY

SUMMONS

**Malaysy H. Campbell, Administratrix
of the Estate of Ryan C. Campbell, deceased,
on behalf of the Estate of Ryan C. Campbell,
deceased and on behalf of the next of kin of
Ryan C. Campbell, deceased**

Vs.

NO.: 2002-01185-CD

George A. Hixon

TO: GEORGE A. HIXON

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: 07/30/2002

William A. Shaw
Prothonotary

Issuing Attorney:

Michael P. Yeager
P.O. Box 752
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION – LAW

MALAYSY H. CAMPBELL, Administratrix :
of the Estate of RYAN C. CAMPBELL, :
deceased, on behalf of the Estate of :
RYAN C. CAMPBELL, deceased and on :
behalf of the next of kin of RYAN C. :
CAMPBELL, deceased, :

Plaintiff :

vs :

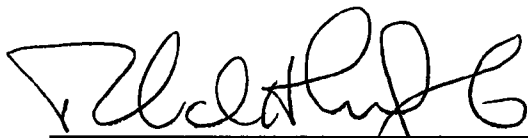
GEORGE A. HIXON, :

Defendant :

No. 2002 - 01185 - CD

ACCEPTANCE OF SERVICE

I, RICHARD H. MILGRUB, ESQUIRE, attorney for the Defendant, hereby accept
service of the Writ of Summons in the above-captioned matter on behalf of said
Defendant.




Richard H. Milgrub, Esquire
Attorney for Defendant

Dated: 8/1/, 2002

FILED

AUG 02 2002
013:45 (w)
William A. Shaw
Prothonotary

no c c


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MALAYSY H. CAMPBELL, Administratrix
Of the Estate of Ryan C. Campbell,
Deceased, on behalf of the Estate of Ryan
C. Campbell, deceased on the behalf of
the next of kin of Ryan C. Campbell, deceased

Plaintiffs

Vs.

No. 2002-01185 CD

GEORGE A. HIXON,

Defendant

ENTRY OF APPEARANCE

Please enter my appearance for Defendant in the above matter. Papers
may be served at the address listed below.

DEMAND FOR JURY TRIAL

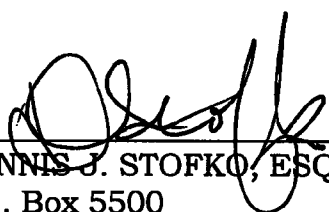
Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as
amended, a Jury Trial is demanded on all issues raised by the pleadings in this
action.

I certify this Entry of Appearance and Demand for Jury Trial shall be
served forthwith by ordinary mail upon all parties.

FILED

AUG 09 2002
m11:08|noc
William A. Shaw
Prothonotary

Copy CA


DENNIS J. STOFKO, ESQUIRE
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION – LAW

MALAYSY H. CAMPBELL, Administratrix of the Estate of RYAN C. CAMPBELL, deceased, on behalf of the Estate of RYAN C. CAMPBELL, deceased and on behalf of the next of kin of RYAN C. CAMPBELL, deceased, Plaintiff	:	No. 2002 – 01185 - CD
	:	
	:	Type of Case: Assumpsit
	:	
	:	Type of Pleading: Notice of Taking Deposition Upon Oral Examination
	:	
vs	:	Filed on behalf of: Plaintiff
	:	
GEORGE A. HIXON, Defendant	:	Counsel of Record for this Party:
	:	
	:	Michael P. Yeager, Esquire
	:	Supreme Court No. 15587
	:	
	:	110 N. 2 nd Street
	:	P.O. Box 752
	:	Clearfield, PA 16830
	:	
	:	(814) 765-9611

FILED

AUG 30 2002

William A. Shaw
Prothonotary

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

MALAYSY H. CAMPBELL, Administratrix :
of the Estate of RYAN C. CAMPBELL, :
deceased, on behalf of the Estate of :
RYAN C. CAMPBELL, deceased and on :
behalf of the next of kin of RYAN C. :
CAMPBELL, deceased, :

Plaintiff

vs

GEORGE A. HIXON,

Defendant

No. 2002 – 01185 - CD

NOTICE OF TAKING DEPOSITION UPON ORAL EXAMINATION

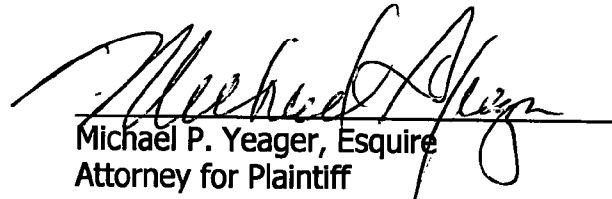
TO: George A. Hixon
c/o Richard H. Milgrub, Esq.
211 N. 2nd Street
Clearfield, PA 16830

Notice is hereby given that the deposition upon oral examination of George A. Hixon will be taken, pursuant to Pa. R.C.P. 4007.1, on Thursday, September 18, 2002 commencing at 4:00 o'clock P.M., at the office of Richard H. Milgrub, Esquire, 211 N. 2nd Street, Clearfield, PA 16830, before a Notary Public or other person duly qualified by law to administer an oath.

The purpose of this deposition is to inquire as to matters relative to an automobile accident that occurred on February 1, 2002; and particularly any liability insurance that might exist which may have insured your actions on that date. Inquiries will also be made as to your personal assets including, but not limited to, a leased 1997 BMC automobile (WBAGJ8328VDM04412).

You are to bring with you all records and documents relative to personal assets, a 1997 BMW automobile (WBAGJ8328VDM04412) leased from Financial SVCS Vehicle Trust (and particularly the auto lease), any and all insurance policies insuring you as to

liability of any kind (i.e. auto policies, umbrella policies and household policies), and any other record or document relative to an automobile accident that occurred on February 1, 2002.



Michael P. Yeager, Esquire
Attorney for Plaintiff

Dated: August 30, 2002

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

MALAYSY H. CAMPBELL, Administratrix :
of the Estate of RYAN C. CAMPBELL, :
deceased, on behalf of the Estate of :
RYAN C. CAMPBELL, deceased and on :
behalf of the next of kin of RYAN C. :
CAMPBELL, deceased, :

Plaintiff

vs

GEORGE A. HIXON,

Defendant

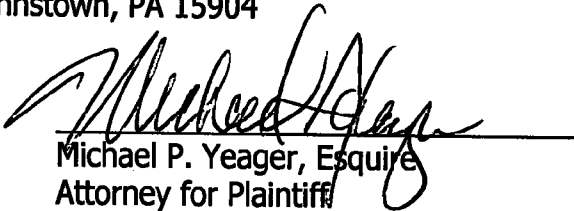
No. 2002 – 01185 - CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing notice was served
on this 30th day of August, 2002 by United States First Class Mail, to the following:

George A. Hixon
c/o Richard H. Milgrub, Esq.
211 N. 2nd Street
Clearfield, PA 16830

Dennis J. Stofko, Esq.
Attorney for Defendant
STOFKO LAW OFFICES
P.O. Box 5500
Johnstown, PA 15904


Michael P. Yeager, Esquire
Attorney for Plaintiff

FILED

012:59-854
AUG 30 2002

no cc
Q
2295

William A. Shaw
Prothonotary

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

MALAYSY H. CAMPBELL, Administratrix of
the Estate of RYAN C. CAMPBELL,
deceased, on behalf of the Estate of RYAN C.
CAMPBELL, deceased and on behalf of the next
of kin of RYAN C. CAMPBELL, deceased,

Plaintiff

No. 2002 - 01185 - CD

vs,

GEORGE A. HIXON,

Defendant

**PETITION FOR ALLOCATION OF SETTLEMENT PROCEEDS, ATTORNEY'S
FEES AND COSTS AND FOR APPROVAL TO SETTLE, COMPROMISE,
AND DISCONTINUE WRONGFUL DEATH AND SURVIVAL ACTIONS**

TO: THE HONORABLE JUDGE OF SAID COURT:

AND NOW, comes your Petitioner, MALAYSY H. CAMPBELL, Administratrix of the Estate of RYAN C. CAMPBELL, deceased, on behalf of the Estate of RYAN C. CAMPBELL, deceased and on behalf of the next of kin of RYAN C. CAMPBELL, deceased, by her attorney, MICHAEL YEAGER of the Law Office of MICHAEL P. YEAGER, and presents the following Petition:

GENERAL ALLEGATIONS

1. The subject decedent herein, RYAN C. CAMPBELL, was a male, age 23, who was a member of the United State Air force stationed in Iceland, domiciled in the state of Washington and temporarily visiting Pennsylvania.
2. The heirs of the estate of RYAN C. CAMPBELL, deceased, residents of the state of Washington are

- a. Wife: Malaysy Campbell
- b. Daughter: Kalycia Campbell

FILED

NOV 15 2002

0/2.20/uc

William A. Shaw

Prothonotary/Clerk of Courts

w/c [Signature]

3. Your Petitioner, MALAYSY H. CAMPBELL, is an adult individual who resides at 102 E. Courtland, Spokane, WA 99207, and is the wife of decedent, RYAN C. CAMPBELL
4. Petitioner was duly appointed Administrator of the Estate of RYAN C. CAMPBELL, deceased by the Washington State Superior Court, Spokane County on the 5th day of February, 2002, by Washington State, Spokane County Superior Court Commissioner, Steven N Grovdahl. Copies of the Order Granting Letters of Administration and Order of Solvency and Letters of Administration are attached and made a part hereof, and marked Exhibit 1.
5. Washington State attorney, Richard Leland, was appointed by the Washington State Superior Court, County of Spokane Probate Cause Number 02-4-00160-4 as guardian to perform all duties as required by the Pennsylvania court pursuant to Pennsylvania Civil Procedure Rule 2039 on July 25, 2002. Please see attached Exhibit 2.
6. Ancillary Estate proceedings were opened on July 29, 2002 in Clearfield County, by Pennsylvania counsel, Michael P. Yeager. Letters ancillary are attached as Exhibit 3.
7. The Petitioner instituted this civil action at the above stated case number by the filing of a Praecipe for Writ of Summons on August 2, 2002. The named defendant, as captioned herein, is GEORGE A. HIXON, an adult individual who resides at 1652 Treasure Lake, Du Bois, Pennsylvania. 15801.
8. The claim of the decedent's estate arose out of a motor vehicle crash which occurred on February 1, 2002 on State Route 119 near Sykesville, PA. Defendant George Hixon was driving his 1997 BMW southbound at an excessive rate of speed. Defendant Hixon's passengers included David Bell, Craig Barber, Nick Phillips and Ryan C. Campbell, deceased. Passengers, Bell, Barber and decedent Campbell were temporarily visiting Pennsylvania for the purpose of attending the wedding of their mutual friend, Nick Phillips.
9. A witness stated that Defendant Hixon's vehicle left the roadway struck several trees and came to rest in a wooded area. Numerous cans of beer were scattered around the area of the crash. Debris and vehicle parts were also scattered over the entire crash scene. The BMW was totally demolished. Emergency personnel along with Fireman personnel from Sandy Township Fire Department and Sykesville Fire Department implemented a landing zone to air lift the victims of the crash from the scene.

10. As a result of the above described crash, David Bell, Craig Barber and Nick Phillips suffered varying degrees of injury. Nick Phillips received cuts and scarring on his face and severely damaged ligaments in his wrist. Craig Barber suffered a hairline fracture in his cervical spine, and David Bell received soft damages to his cervical spine.
11. RYAN C. CAMPBELL was ejected from the vehicle and after striking several trees, landed onto the side of the roadway. Ryan was air lifted to the hospital, where he died a short time later from massive cranial cerebral injury.
12. Defendant, GEORGE HIXON, through his insurance carrier, has offered to compromise all actions and claims of all plaintiffs including the Estate of RYAN C. CAMPBELL, deceased, arising out of the subject motor vehicle crash by payment of the sum of Five Hundred Thousand Dollars(\$500,000.00). The offered compromise payment represents the bodily injury policy limits of Defendant Hixon's insurance policy.

ALLOCATION OF SETTLEMENT PROCEEDS ATTORNEY'S FEES & COSTS

13. The allegations set forth in paragraphs one (1) through twelve (12) are hereby incorporated by reference as though the same were set forth fully and at length.
14. The other plaintiffs have agreed to accept Eighty-four Thousand and No/100 Dollars (\$ 84,000.00) as settlement in full of any and all causes of action relating to their respective injuries, except as to any first party coverages that may be available to said plaintiffs whether by benefit of Defendant Hixon's insurance policy or any other insurance policy that may cover injuries incurred as a result of the above described crash. Said settlement monies are to be distributed to each plaintiff as follows:
1.) David Bell-\$9,000; 2.) Craig Barber-\$40,000; and 3.) Nick Phillips-\$35,000.
Please see Releases of all Claims attached as Exhibit 4. Your Petitioner, as surviving spouse of Ryan C. Campbell and Kalycia Campbell, through her Washington State Superior Court appointed guardian, Richard Leland, consider the above-described distribution to the other plaintiffs fair and reasonable under the circumstances and limits of liability insurance available to all claimants and agree to said distribution.

15. Your Petitioner, through her attorneys, has thoroughly investigated the possibility of additional assets and insurance coverage that may provide a means to make her and her daughter whole from the egregious losses suffered as a result of Defendant Hixon's negligent action. This due diligent search, which included but was not limited to subjecting Defendant Hixon to a thorough discovery deposition, has satisfied your petitioner that there are no significant additional resources or insurances coverages available to be used to apply to the losses herein suffered by herself, her daughter and the Estate of Ryan C. Campbell.
16. Your Petitioner, as surviving spouse of Ryan C. Campbell has agreed to accept Two Hundred Twenty Thousand and No/100 Dollars (\$ 220,000.00) as settlement in full of any and all causes of action relating to her claims against Defendant Hixon in the wrongful death action.
17. Guardian, Richard Leland, for and on behalf of Ryan C. Campbell's surviving child, Kalycia Campbell, recommends to the Court acceptance of the sum of One Hundred Eighty Thousand and No/100 Dollars (\$ 180,000.00) as settlement in full of any and all causes of action relating to her claims against Defendant Hixon in the wrongful death action. Please see report of guardian Richard Leland filed contemporaneously with this Petition.
18. Your Petitioner, as Administratrix of the Estate of Ryan C. Campbell, deceased, recommends to the Court acceptance of Sixteen Thousand and No/100 Dollars (\$ 16,000.00) as settlement in full of any and all causes of action against Defendant Hixon relating to the survival action filed herein.
19. Washington State Superior Court appointed guardian, Richard Leland, for Ryan C. Campbell's surviving child, Kalycia Campbell, recommends to the Court acceptance of Sixteen Thousand and No/100 Dollars (\$ 16,000.00) as settlement in full of any and all causes of action against Defendant Hixon relating to the survival action filed herein.
20. The Estate of RYAN C. CAMPBELL, deceased, is obligated to pay the following debts and expenses relative to decedent's estate:

a.	Bank of America N.A.	\$ 2,971.61
b.	Lisa Strangeland	\$ 2,400.00
c.	Chase Visa	\$ 2,833.00
d.	Military Star	\$ 1,920.65

e.	Various other consumer debt	\$ 2,500.00
f.	Pennsylvania Ancillary letters	<u>\$ 35.00</u>
	Total:	\$ 12,660.26

There are no other creditors known to your Petitioner who have claims against this estate.

21. Pursuant to Pennsylvania Inheritance and Estate Tax Act of 1971, March 4, P.L. 6, No. 2, as amended (72 P.S. Section 9111 (h.)) section 2111, there is no inheritance tax due the Commonwealth of Pennsylvania. As previously stated, decedent Campbell was temporarily visiting Pennsylvania for the express purpose of attending the wedding of his friend, Nick Phillips with no known intent to remain in Pennsylvania. There are no funds that will be deposited in Pennsylvania or with the Pennsylvania court.
22. Your Petitioner retained Keith A. Glanzer of Keith A. Glanzer, P.S., as counsel on a contingent fee basis. Washington counsel did investigate, prepare and institute suit in Pennsylvania through Pennsylvania attorney Michael Yeager on behalf of your Petitioner under the above-captioned civil action. The written contingent fee agreement provides for the payment of a Thirty-three and one-third (33 1/3%) percent fee of all gross settlement funds received, together with a repayment of advanced costs of investigation and litigation.
23. Counsel has incurred the recoverable costs of litigation as follows:

a.	Expert witness – Economist Robert Moss	\$ 1,150.00
b.	Expert witness – Insurance coverage	\$ 500.00
c.	Office Materials/Postage/Copy costs	\$ 75.64
d.	Long distance telephone calls	\$ 100.00
e.	FEDEX charge	\$ 35.36
f.	Register of Wills – file Ancillary Letters	\$ 35.00
g.	Prothonotary – file Complaint	\$ 80.00
h.	Cathy Warrick Provost – Deposition	<u>\$ 50.00</u>
	Total:	\$ 2,026.00
24. Petitioner proposes that the above costs of litigation be allocated to her as the surviving spouse in the wrongful death action.
25. Guardian, Richard Leland has incurred fair and reasonable fees in this matter in the amount of One Thousand and No/100 Dollars (\$ 1,000.00). Said fees have been paid by Defendant Hixon's insurance carrier outside of this settlement.
26. Petitioner proposes that the settlement regarding Kalycia Campbell as described above be executed subject to the approval of this Honorable Court. A copy of the executed

Releases regarding your Petitioner as surviving spouse and Administratrix of the Estate of Ryan C. Campbell, deceased and the proposed release of Richard Leland, guardian of Kalycia Campbell are attached and marked Exhibit 5.

27. Petitioner proposes that the gross settlement of Five Hundred Thousand (\$500,000.00) Dollars be allocated, prior to deduction for counsel fees and costs of litigation as follows: The sum of Eighty-four Thousand and No/Dollars (\$ 84,000.00) to the other plaintiffs. The sum of Four Hundred Thousand (\$400,000.00) Dollars to the Wrongful Death Action and the sum of Sixteen Thousand and No/100 Dollars (\$16,000.00) to the Survival Action.
28. Petitioner proposes that the net sums due in both the wrongful death and survival actions minus attorney's fees and costs should be allocated and paid as follows:
- a. Wrongful Death Action:
- i. The net sum of One Hundred Twenty Thousand and No/100 Dollars (\$ 120,00.00) to Kalycia Campbell. (\$180,000.00 gross settlement less her allocation for attorney's fees in the amount of \$60,000.00)
- ii. The net sum of One Hundred Forty-four Thousand Six Hundred Forty-eight and No/100 Dollars (\$ 144,648.00) to Malaysy Campbell. (\$220,000.00 gross settlement less her allocation for attorney's fees in the amount of \$73,326.00 and costs in the amount of \$2,026.00)
- b. Survival Action. The sum of Sixteen Thousand (\$ 16,000.00) Dollars to be paid Malaysy Campbell, Administratrix of the Estate of RYAN C. CAMPBELL, deceased, and Keith A. Glanzer, P.S., to be deposited into the Trust Account of Keith A. Glanzer, P.S. and thereafter used to pay the affairs of the Estate of Ryan Campbell pursuant to probate laws of Washington State. The remaining sums, if any, after probate expenses are paid, to be distributed pursuant to the intestate succession laws of the state of Washington.
29. The purpose of this Petition is to obtain court approval of the settlement as described above on the behalf of the Estate of RYAN C. CAMPBELL, deceased, and his survivors with the understanding that said settlement releases, quit claims, and discharges defendant GEORGE HIXON, and his insurance carrier from any suit, demand claim, or

cause of action that the Estate of RYAN C. CAMPBELL, deceased, and his survivors may have against the said defendant under the bodily injury coverage of his insurance carrier, and to further approve the allocation of settlement funds between the wrongful death and survival action as described above, and to provide for payment of legal fees and expenses.

APPROVAL TO SETTLE AND COMPROMISE WRONGFUL DEATH AND SURVIVAL ACTIONS RELATIVE TO THE DEATH OF RYAN C. CAMPBELL


WHEREFORE, your Petitioner prays your Honorable Court approve the settlement of the Wrongful Death and Survival Actions in the gross sum of Five Hundred Thousand (\$500,000.00) Dollars, and to further authorize the payment and distribution of said amount as follows:

- A. That the allegations and settlement, allocation, etc. set forth in paragraphs one (1) through twenty-eight (29) be hereby incorporated by reference as though the same were set forth fully and at length as part of the prayer of Petitioner.
- B. That the settlement which has been negotiated with the defendant and his insurance carrier representing the bodily injury policy limits in the amount of Five Hundred Thousand Dollars and No/100 (\$500,000.00), be allocated as follows:
- | | | |
|----|-----------------------|----------------------|
| a. | Other Plaintiffs | \$ 84,000.00 |
| b. | Survival Action | \$ 16,000.00 |
| c. | Wrongful Death Action | \$ 400,000.00 |
| | | <u>\$ 500,000.00</u> |
- C. That the surviving spouse, Malaysy Campbell be awarded the sum of Two Hundred Twenty Thousand and No/Dollars (\$220,000.00) minus attorney's fees and costs as described below in paragraph H and I, as full and complete satisfaction of and release of all interest in the wrongful death action pursuant to agreement attached hereto, incorporated herein and marked Exhibit 6,
- D. That the decedent's child, Kalycia Campbell be paid under the The Terms of Settlement for the Benefit of Kalycia Campbell attached hereto and incorporated herein as Exhibit 7, the sum of One Hundred Eighty Thousand and No/ Dollars (\$180,000.00), minus attorney's fees as described below in paragraph I, as full and complete satisfaction of and release of all interest in the wrongful death action.

- E. That Washington State Superior Court appointed settlement guardian Richard Leland be authorized to execute the agreement attached hereto, incorporated herein and marked **Exhibit 8**, to release and satisfy the rights of Kalycia Campbell as the surviving child of RYAN C. CAMPBELL, deceased relating to the wrongful death action..
- F. That the sum of Sixteen Thousand and No/100 Dollars (\$ 16,000.00) be paid to the Estate of Ryan C. Campbell, deceased, as settlement in full of any and all causes of action against Defendant Hixon relating to the survival action filed herein.
- G. That all funds due to the Estate of Ryan Campbell in the survival action be deposited into the trust fund of Washington State attorney, Keith A. Glanzer, P.S., on behalf of the Estate of Ryan Campbell, deceased, to be distributed to various creditors and the heirs under the probate laws of Washington State.
- H. That the above listed costs, in the sum of Two Thousand Twenty-six and No/100 Dollars (\$ 2,026.00), be paid by the surviving spouse, Malaysy Campbell.
- I. That counsel fees be approved in the sum of One Hundred Thirty-Three Thousand Three Hundred Twenty-six and No/100 Dollars (\$ 133,326.00), for legal services rendered in conjunction with the investigation of the motor vehicle crash, including but not limited to briefing law, preparing pleadings, filing various legal actions, conferences with Petitioner, conferences with experts, conferences with the guardian of Kalycia Campbell, negotiations for settlement with other plaintiffs, depositions and other related activities.
- J. That counsel fees be allocated to Kalycia Campbell be the sum of Sixty Thousand and No/100 Dollars (\$ 60,000.00). That counsel fees be allocated to Malaysy Campbell be the sum of Seventy-three Thousand Three Hundred Twenty-six and No/100 Dollars (\$ 73,326.00).
- K. Further, your Petitioner prays for leave to execute any drafts, discontinuances, or other documents necessary to settle and discontinue this action.

Dated this 4th day of NOV., 2002

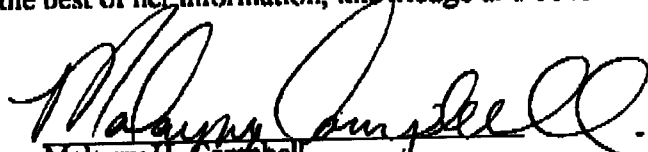
PETITIONER:



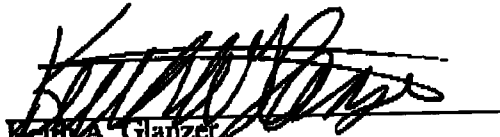
MALAYSY CAMPBELL
Individually and as Administrator of the
Estate of RYAN C. CAMPBELL,
deceased.

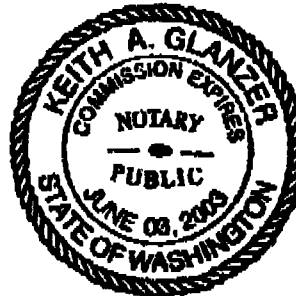
STATE OF WASHINGTON }
COUNTY OF SPOKANE } SS:

Malaysy H. Campbell, Petitioner/Administratrix of the Estate of Ryan C. Campbell, deceased, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Petition are true and correct to the best of her information, knowledge and belief.


Malaysy H. Campbell
Petitioner/Administratrix

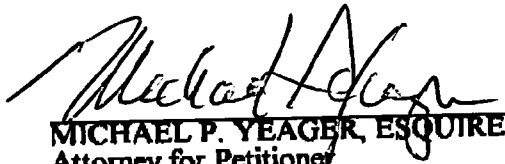
Sworn and subscribed before me this 4th day of November, 2002


Keith A. Glanzer
NOTARY PUBLIC for the State of
Washington, residing at Spokane.
My Commission expires: 6/03/03




LAW OFFICE OF

MICHAEL P. YEAGER


MICHAEL P. YEAGER, ESQUIRE
Attorney for Petitioner

KEITH A. GLANZER, P.S.


KEITH A. GLANZER WSBA #20424
State of Washington Counsel for Petitioner;
Surviving Spouse, Malaysy H. Campbell;
Minor Child, Kalycia Campbell; and
The Estate of Ryan Campbell


RICHARD LELAND WSBA #19577
State of Washington Guardian for
Minor Child, KALYCIA CAMPBELL

STOFKO LAW OFFICES

DENNIS J. STOFKO
ANDREW L. HORVATH
ROBERT L. FREY, JR.

969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-7341
FAX 814-262-0905

E-MAIL stofkoesq@charterpa.com

VIA FAX

November 15, 2002

Michael P. Yeager, Esquire
P.O. Box 752
Clearfield, Pennsylvania 16830

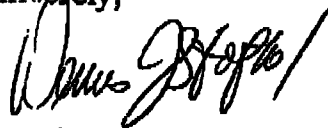
Re: Campbell, et al. vs. Hixon

Dear Mr. Yeager:

I have received the fax Petition for settlement of the above matter and after review of the same have no objection to the contents.

Should you need anything further, please feel free to contact me.

Sincerely,



Dennis J. Stofko

DJS/dd

COPY

SUPERIOR COURT, STATE OF WASHINGTON,
COUNTY OF SPOKANE

In re the Estate of
RYAN C. CAMPBELL,
Deceased.

02400160-4

No.

ORDER GRANTING LETTERS
OF ADMINISTRATION AND
ORDER OF SOLVENCY

A petition that Letters of Administration and Order of Solvency be issued was heard and evidence received in support thereof. The Court finds:

1. Jurisdiction. Decedent died on February 1, 2002, a domicile of Spokane County, Washington, leaving property in this state subject to probate.
2. Intestacy. No will has been found.
3. Valuation. The estate is of the approximate net value of \$ 25,000.00.
4. Notice. Notice of hearing has been waived by decedent's heirs.
5. Personal Representative. Malaysy H. Campbell is qualified to act as the personal representative/co-personal representatives of the estate.
6. Bond. No bond is required because the personal representative is the surviving spouse of

Keith A. Glanzer, P.S.

2024 Northwest Blvd.

Spokane, WA 99205

(509) 326-4526

Fax (509) 324-0405

EXHIBIT

1 the decedent, and the entire estate, after provision for expenses and claims of creditors will be
2 distributable to such heir.


3 NOW, THEREFORE, IT IS

4 ORDERED that Letters of Administration be issued to Malaysy H. Campbell on filing an
5 oath. The above estate is solvent and the administrators may act without bond and without the
6 intervention of any court.


7 DONE IN OPEN COURT on the 2nd day of February, 2002..

8
9 STEVEN N. GROVDAL
10 COURT COMMISSIONER
JUDGE/COMMISSIONER

11 Presented by:

12 
13 KEITH A. GLANZER
14 Attorney for Estate

FILED**FEB 05 2002****THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK***(Clerk's Data Stamp)*

 <p style="text-align: center;">SUPERIOR COURT OF WASHINGTON, COUNTY OF SPOKANE</p>	
ESTATE OF: RYAN C. CAMPBELL, <p style="text-align: right;">Deceased.</p>	CASE NO. 02-4-00160-4 LETTERS OF ADMINISTRATION (NO WILL) (LTRAD)

I. BASIS

- 1.1 The decedent(s), late of Spokane County, Washington died intestate on or about: **2/2/02** leaving property in this state subject to administration.
- 1.2 On: **FEBRUARY 5, 2002** the court appointed: **MALAYSY H. CAMPBELL** to administer the estate of the decedent according to law.
- 1.3 The personal representative has qualified.

II. AUTHORIZATION

THIS CERTIFIES: MALAYSY H. CAMPBELL is authorized by this court to administer the estate of the above decedent according to law.

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

Dated: **FEBRUARY 5, 2002**

By **TERESA PEDEY**
Deputy Clerk

III. CERTIFICATE OF COPY

State of Washington)
County of Spokane)

As clerk of the superior court of this county, I certify that the above is a true and correct copy of the Letters of Administration (No Will) in the above-named case which was entered of record on: **2/5/02**

I further certify that these letters are now in full force and effect.

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

Dated: **FEBRUARY 5, 2002**

By 
Deputy Clerk

COPY

COPY
JUL 25 2002

THOMAS J. F. FULTON
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

In re the Estate of:

RYAN C. CAMPBELL

Deceased.

No. 02-4-00160-4

**ORDER TO APPOINTMENT
GUARDIAN PURSUANT TO
STATE OF PENNSYLVANIA
CIVIL PROCEDURE RULES**

The Petition for Appointment of Settlement Guardian pursuant to state of Pennsylvania civil procedure rules filed on behalf of Kalycia Campbell, having come on for hearing, the Court now finding that the facts set forth give the Court jurisdiction over this matter;

NOW, THEREFORE, the Court Orders:

A. Settlement Guardian, Richard Leland, is a person found or known by the Court to be a suitable, disinterested person having the requisite knowledge, training, and expertise to perform the duties required by RCW 11.88.090 and SPR 98.26W, and is hereby appointed to represent the interests of the Kalycia Campbell a named minor.

B. Duties.

1. To perform all duties as required by the Pennsylvania court pursuant to Pennsylvania Civil Procedure Rule 2039.

ORDER FOR APPOINTMENT OF GUARDIAN
Estate of Ryan Campbell
Page 1 of 2

Keith A. Glanzer, P.S.
2024 W. Northwest Blvd.
Spokane, WA 99205
(509) 326-4526
Fax (509) 324-0405

EXHIBIT

2.

C. The costs of bringing this proceeding and the Settlement, Guardian ad Litem's fee will be paid as order by the Pennsylvania court.

DATED AND SIGNED IN OPEN COURT this 25 day of JUL, 2002.

STEVEN N GROVDAL
COURT COMMISSIONER
JUDGE/COURT COMMISSIONER

Presented by:

KEITH A. GLANZER, P.S.

By: Keith A. Glanzer
KEITH A. GLANZER, WSB# 20424
Attorneys for Estate of Ryan Campbell

Approved by:

Malaysy H. Campbell
Malaysy H. Campbell
Administrator, Estate of Ryan C. Campbell

COPY

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

In re the Estate of:

RYAN C. CAMPBELL

Deceased.

No. 02-4-00160-4

CURRICULUM VITAE OF
ATTORNEY RICHARD M.
LELAND

PLEASE SEE ATTACHED

Curriculum Vitae
Attorney Richard Leland
Page 1 of 1

Keith A. Glanzer, P.S.
2024 W. Northwest Blvd
Spokane, WA 99205
(509) 326-4526
Fax (509) 324-0405

RICHARD M. LELAND

CURRICULUM VITAE

(Minor Settlements)

EDUCATION

Juris Doctorate, Gonzaga School of Law, December 1989

Bachelors of Arts, Economics, Washington State University, June 1976

LEGAL EMPLOYMENT

Eymann, Allison, Hunter & Jones, P.S. and/or Feltman, Gebhardt, Eymann, & Jones, P.S., Spokane, WA (1992-present)

Legal practice involving all major areas of the law including litigation, injury accidents, family law, and probate. Represented numerous plaintiffs as head counsel and/or in a secondary role in major firm litigation. Involved in several minor settlements as part of the tort litigation, including most recently three cases before the Spokane County Superior Court and a case before the Whitman County Superior Court.

Public Defenders Office, Spokane, WA (1991-1992)

Witherspoon, Kelly, Davenport, & Toola, Spokane, WA (1990-1991)

OTHER EMPLOYMENT

Farm Credit System, Spokane, WA (1976-1987)

Senior Credit Officer- Special Assets and Large Loan Processing (position prior to attending law school in August 1987). Responsible for final credit decisions (compromises, charge-offs, and trouble debt restructures) with individual delegated authority of \$2,000,000.

GUARDIANSHIP TRAINING

"Family Law G.A.L. Training", September 1996, Spokane, WA (7.00 hours)

"Guardianship G.A.L. Training", October 1996, Spokane, WA (7.25 hours)

"Ethics of Minor Settlements", December 1996, Spokane, WA (2.0 hours)

RELEVANT MEMBERSHIPS

Washington State Bar Association (June 1990 to present)

Idaho State Bar Association (April 1990 to present)

Spokane County Bar Association

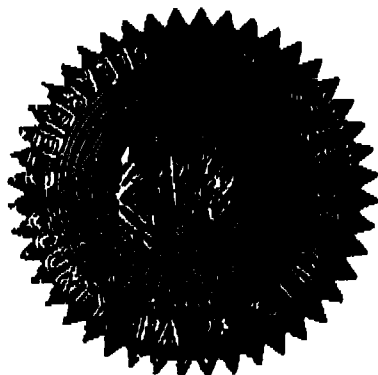
Washington State Trial Attorneys

Inns of Court

CLEARFIELD COUNTY**Register of Wills** Ancillary**Certificate of Grant of Letters**

No. 2002-382

ESTATE OF **Ryan A. Campbell**
Late of Spokane
Washington County, WA
DECEASED
Social Security No. **511-94-1320**



WHEREAS, **Ryan C. Campbell**, late of Spokane, Washington County, Washington

died on the 2nd day of February, 2002;

and

WHEREAS, the grant of letters is required for the administration of the estate.

THEREFORE, I, **Karen L. Starck**, Register of Wills in and for the County of Clearfield, in the Commonwealth of Pennsylvania, have this day granted Letters of Administration to **Malaysy H. Campbell** who has duly qualified as administrator of the estate of the above named decedent and has agreed to administer the estate according to law, all of which fully appears of the record in my Office at Clearfield, Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my Office the 29th day of July, 2002.

Register of Wills

My Commission Expires
First Monday in January, 2004



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Nine Thousand and No/100 Dollars (\$9,000.00), and other good and valuable consideration, I, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known and unknown personal injuries, death, and/or property damage resulting or to result from an accident that occurred on or about 02/01/2002 at or near SR 0119, Sandy Township, Clearfield County, Pennsylvania.

I hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said injuries, and I have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

I understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for bodily injury, out of pocket wage expenses and out of pocket medical expenses incurred by the undersigned. It is further agreed, the execution of this document will not negate the rights of the undersigned with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same as my own free act.



WITNESS my hand and seal this 26th day of September, 2002.

In the presence of:

CAUTION! READ BEFORE SIGNING

Witness signature Julie Patrode Your Signature David W. Bell, Jr.

State of New York)
) ss:
County of St. Lawrence)

On this 26th day of September, 2002, before me personally appeared DAVID W. BELL, JR. to me known and known to be the person described herein, who executed the foregoing instrument and he acknowledged that he voluntarily executed the same.

Gary R. Alford
Notary Public

GARY R. ALFORD
Notary Public, State of New York
No. 02AL8021323
Qualified in St. Lawrence County
Commission Expires March 08, 2003

CLAIM NUMBER: 54 37 D 155923 02012002 01

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

LAW OFFICES
HART & REGAN
ATTORNEYS AND COUNSELLORS AT LAW
87 COURT STREET
BATH, MAINE 04502-2017

RONALD A. HART
RICHARD R. REGAN
TEL (207) 443-8823
FAX (207) 443-8824
EMAIL: hrlaw@blazenetinc.net

PORTLAND OFFICE
477 CONGRESS STREET, 5TH FLOOR
P. O. BOX 1011
PORTLAND, MAINE 04104
TEL (207) 774-9111

July 19, 2002

Keith Glanzer, Esq.
2024 W. Northwest Blvd.
Spokane, WA 99205

Charles Cowfer
Nationwide Mutual Insurance Company.
999 Loyalsock Ave.
Montoursville, PA 17754

Re: Phillips v. Hixon
Date of Loss: February 1, 2002

Dear Attorney Glanzer and Mr. Cowfer:

Please be advised that my client, Nicholas Phillips, agrees to accept \$35,000.00 in exchange for a release against the defendants George Hixon and Hixon Lumber & Wood Products. I want to bring to your attention my belief that given the nature of Mr. Phillips' injuries and the permanent scarring he has suffered, this amount is approximately \$20,000.00 to \$25,000.00 less than what we believe the case is worth. However, my client is cognizant of the fact that the claim of Mr. Glanzer's clients is worth well in excess of \$1,000,000.00 and that with only \$500,000.00 in coverage available to cover all four claimants, he must accept a reduced amount in order for this case to settle without needless delay.

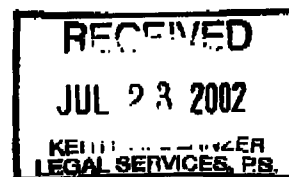
Please feel free to contact me if you need further information.

Sincerely,


Richard R. Regan

RRR/dea

Sent via fax #1-509-324-0405; #1-570-368-5927
and First Class mail.



**To all Whom these Presents shall Come,
or may concern:**

COPY

Greeting: Know Ye, That Craig Barber, for and in consideration of the sum of

FORTY THOUSAND

dollars (\$40,000.00).

the receipt whereof is hereby acknowledged, have remised, released, and forever discharged, and by these presents do for its heirs, executors and administrators, remise, release and forever discharge the said*

**NATIONWIDE INSURANCE COMPANY, GEORGE HIXON and HIXON LUMBER AND
WOOD PRODUCTS**

heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the said

**NATIONWIDE INSURANCE COMPANY, GEORGE HIXON and HIXON LUMBER AND
WOOD PRODUCTS**

ever had, now have or which upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents.

This release is for any and all causes of action arising from an accident that occurred on or about February 1, 2002 wherein Craig Barber was a passenger in a motor vehicle owned by Hixon Lumber and Wood Products and operated by George Hixon. The accident took place in Sandy Township and in the State of Pennsylvania. This release specifically reserves the rights of the undersigned with respect to first party claims under the policy of Hixon Lumber and Wood Products through Nationwide Mutual Insurance Company as a result of the accident which occurred on the above cited date.

In Witness Whereof, has hereunto set his hand and seal the 6th day of August, in the year Two Thousand and Two.

Craig S. Barber II
CRAIG BARBER

LS

State of New York)

) SS:

County of St. Lawrence)

On this 6th day of August, Two Thousand and Two before me, the subscriber, personally appeared Craig Barber to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

John J. Muldowney
JOHN J. MULDOWNEY
Notary Public in the State of New York
New York State No. 4948395
My Commission Expires March 20, 20 03

*See § 15-108 General Obligations Law (Ch. 830 Laws of 1972)
"Effect of Release of or covenant not to sue tortfeasors"

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of One Hundred Eighty Thousand and No/100 (\$ 180,000.00), and other good and valuable consideration. I, Richard Leland, Washington State Superior Court appointed settlement guardian for the minor child, Kalycia Campbell, the surviving daughter of Ryan C. Campbell, deceased, have released and discharged, and by these presents do for and on the behalf of the minor child, Kalycia Campbell, her heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting in the death of Ryan C. Campbell, father of Kalycia Campbell.

I hereby declare and represent that the damages sustained by the minor child, Kalycia Campbell as a result of the wrongful death of Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment as the settlement guardian of the minor child, Kalycia Campbell, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for the wrongful death and survival action, by the said minor child. It is further agreed, the execution of this document will not negate the right of the said minor child with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act and pursuant to Pennsylvania Court Order.

WITNESS my hand and seal this ____ day of November, 2002.

In presence of

Witness _____

Richard M. Leland, Settlement Guardian
For the Minor Child, Kalycia Campbell

State of Washington, County of Spokane.

On this ____ day of November, 2002. Before me personally appeared Richard M. Leland, to me known to be the person described herein, and who executed the foregoing instrument and he acknowledged that he voluntarily executed the same.

My term expires _____

Print Name: _____
Notary Public



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Two Hundred Twenty Thousand and No/100 (\$ 220,000.00), and other good and valuable consideration. I, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting in the death of my husband, Ryan C. Campbell.

I hereby declare and represent that the damages sustained by me as a result of the wrongful death of my husband, Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said damages, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for wrongful death, out of pocket wage expenses and out of pocket medical expenses incurred by the undersigned. It is further agreed, the execution of this document will not negate the right of the undersigned with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this 4th day of November, 2002.

In presence of

Witness

Keith A. Glanzer

Malaysy H. Campbell

State of Washington, County of Spokane.

On this 4th day of November, 2002. Before me personally appeared Malaysy H. Campbell, to me known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

My term expires June 3, 2003.

Keith A. Glanzer
Notary Public



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Sixteen Thousand and No/100 (\$ 16,000.00), and other good and valuable consideration. I, Malaysy H. Campbell, Administratrix for the Estate of Ryan C. Campbell, being of lawful age, have released and discharged, and by these presents do for and on the behalf of the Estate of Ryan C. Campbell, its heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting in the death of Ryan C. Campbell.

I hereby declare and represent that the damages sustained by the Estate of Ryan C. Campbell as a result of the wrongful death of Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment as the Administratrix of the Estate of Ryan C. Campbell, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for survival action, out of pocket wage expenses and out of pocket medical expenses incurred by the said estate. It is further agreed, the execution of this document will not negate the right of the said estate with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this 4th day of November, 2002.

In presence of

Witness

Chalayne Thorneck

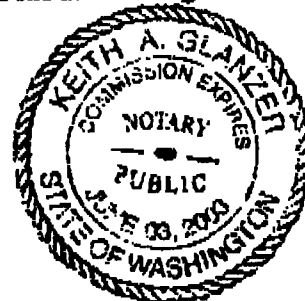
Malaysy H. Campbell
Malaysy H. Campbell, Administratrix
For the Estate of Ryan C. Campbell

State of Washington, County of Spokane.

On this 4th day of November, 2002. Before me personally appeared Malaysy H. Campbell, to me known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

My term expires June 3, 2003.

Keith A. Glanzer
Keith A. Glanzer
Notary Public



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Two Hundred Twenty Thousand and No/100 (\$ 220,000.00), and other good and valuable consideration. I, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting in the death of my husband, Ryan C. Campbell.

I hereby declare and represent that the damages sustained by me as a result of the wrongful death of my husband, Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said damages, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for wrongful death, out of pocket wage expenses and out of pocket medical expenses incurred by the undersigned. It is further agreed, the execution of this document will not negate the right of the undersigned with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this 4th day of November, 2002.

In presence of

Witness

Ch. Thornock

Malaysy H. Campbell

State of Washington, County of Spokane.

On this 4th day of November, 2002. Before me personally appeared Malaysy H. Campbell, to me known to be the person described herein, and who executed the forgoing instrument and she acknowledged that she voluntarily executed the same.

My term expires June 3, 2003.

Keith A. Glanzer
Keith A. Glanzer
Notary Public



Terms of Settlement for the benefit KALYCIA CAMPBELL

By way of this settlement, Defendant George A. Hixon has offered to pay the following sums to or for the benefit of Kalycia Campbell:

Future periodic payments on the dates and in the amounts set forth in the attached Structured Settlement Proposal.

Any payments to be made after the death of the Payee shall be made to the Estate of Payee. After the age of majority, Payee may submit a change of beneficiary, in writing, to Assignee. No such designation, or any revocation thereof, shall be effective unless it is in writing and delivered to Assignee. The designation must be in a form acceptable to Assignee. The designation approved by the Court is the Estate of Kalycia Campbell.

Such settlement has a present cost of One Hundred Twenty Thousand and No/ Dollars (\$120,000.00).

The obligation to make periodic payment described herein may be assigned to AEGON ASSIGNMENT CORPORATION ("Assignee") and funded by an annuity contract issued by TRANSAMERICA LIFE INSURANCE AND ANNUITY COMPANY ("Annuity Issuer"), rated A+ by A.M. Best Company.



STRUCTURED SETTLEMENT PROPOSAL

Case Name : KALYCIA CAMPBELL
 Purchase Date : 12/01/2002
 Today's Date : 11/01/2002

**GUARANTEED
BENEFITS****EXPECTED
BENEFITS**

**BENEFITS FOR: KALYCIA CAMPBELL
 FEMALE, AGE 4, DATE OF BIRTH 12/29/1998
 NORMAL LIFE EXPECTANCY 76**

At Age 18 (12/29/2016), a lump sum of \$5,000.00.	5,000.00	5,000.00
At Age 25 (12/29/2023), a lump sum of \$60,000.00.	60,000.00	60,000.00
At Age 30 (12/29/2028), a lump sum of \$80,000.00.	80,000.00	80,000.00
At Age 35 (12/29/2033), a lump sum of \$90,000.00.	90,000.00	90,000.00
At Age 40 (12/29/2038), a lump sum of \$110,000.00.	110,000.00	110,000.00
At Age 45 (12/29/2043), a lump sum of \$120,000.00.	120,000.00	120,000.00
At Age 50 (12/29/2048), a lump sum of \$140,000.00.	140,000.00	140,000.00
At Age 55 (12/29/2053), a lump sum of \$160,000.00.	160,000.00	160,000.00
At Age 60 (12/29/2058), a lump sum of \$245,000.00.	245,000.00	245,000.00
At Age 65 (12/29/2063), a lump sum of \$1,000,000.00.	1,000,000.00	1,000,000.00
Annuity Subtotal	2,010,000.00	2,010,000.00
Total Proposal	2,010,000.00	2,010,000.00

Structured Settlement Cost: \$120,000.00

Rate of Return: 6.25% (all payments are tax-free)

This proposal is valid for consideration for 7 calendar days from 'Today's Date' listed at the top of this page. This is neither a contract nor an offer to contract.

TA/Y/L/11/29/2002
 ARC0029MLJ 998

- Page 1 -

SS General

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of One Hundred Eighty Thousand and No/100 (\$ 180,000.00), and other good and valuable consideration. I, Richard Leland, Washington State Superior Court appointed settlement guardian for the minor child, Kalycia Campbell, the surviving daughter of Ryan C. Campbell, deceased, have released and discharged, and by these presents do for and on the behalf of the minor child, Kalycia Campbell, her heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting in the death of Ryan C. Campbell, father of Kalycia Campbell.

I hereby declare and represent that the damages sustained by the minor child, Kalycia Campbell as a result of the wrongful death of Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment as the settlement guardian of the minor child, Kalycia Campbell, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for the wrongful death and survival action, by the said minor child. It is further agreed, the execution of this document will not negate the right of the said minor child with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act and pursuant to Pennsylvania Court Order.

WITNESS my hand and seal this ____ day of November, 2002.

In presence of

Witness _____

Richard M. Leland, Settlement Guardian
For the Minor Child, Kalycia Campbell

State of Washington, County of Spokane.

On this ____ day of November, 2002. Before me personally appeared Richard M. Leland, to me known to be the person described herein, and who executed the foregoing instrument and he acknowledged that he voluntarily executed the same.

My term expires _____

Print Name: _____
Notary Public



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8 **IN THE COURT OF COMMON PLEAS. OF CLEARFIELD COUNTY**
9 **PENNSYLVANIA**
10 **CIVIL DIVISION- LAW**

11 **MALAYSY H. CAMPBELL,**
12 **Administratrix of the Estate of RYAN C.**
13 **CAMPBELL, deceased, on behalf of the**
14 **Estate of RYAN C. CAMPBELL,**
deceased and on behalf of the next of
kin of RYAN C. CAMPBELL, deceased,

15 **Plaintiff,**

16 **vs.**

17 **GEORGE A. HIXON,**

18 **Defendant.**
19
20

No. 2002 - 01185 - CD

REPORT OF
WASHINGTON STATE
SETTLEMENT GUARDIAN
AD LITEM RICHARD M.
LELAND RE: KALYCIA
CAMPBELL, A MINOR
CHILD

FILED

NOV 15 2002

01/21/02

William A. Shaw

Prothonotary/Clerk of Courts

no c/c

21 **RICHARD M. LELAND, the duly appointed Washington State Superior**
22 **Court, Settlement Guardian Ad Litem for KALYCIA CAMPBELL, a minor child,**
23 **hereby reports to the Court as follows with respect of the proposed settlement of**
24
25

26 **EYMAN • ALLISON • FEENEY • HUNTER • JONES P.S.**

27 **REPORT OF SETTLEMENT GUARDIAN**
AD LITEM RICHARD M. LELAND - 1
C:\WP\A\Campbell\Campbell Settlement GAL

601 WEST MAIN AVENUE, SUITE 801 • SPokane, WA 99201
Telephone: (509) 747-0101 • FAX: (509) 458-5977

11/15/02 Filed by:

Michael A. Feagun

1 Kalycia's claims arising out of a automobile accident involving the death of her
2 father **RYAN C. CAMPBELL** on February 1, 2002.

3 **I. INTRODUCTION**

4 **KALYCIA AND HER MOTHER MALAYSY**

5
6 Kalycia was born on December 29, 1998 and therefore will be turning four
7 (4) years old next month. She lives with her mother, Malaysy Campbell, in
8 Spokane, Washington. She has no siblings. The two of them live alone.
9 However, there is extended family living in the Spokane area.

10
11 Kalycia appears to be a healthy and alert child. Her mother indicates that
12 she has no special medical, educational, or developmental needs (and none were
13 apparent in my meeting with she and her mother on November 8, 2002). I was
14 informed by her mother that Kalycia has had regular doctor check-ups since her
15 birth and I have no reason to doubt the same.

16
17 During my meeting with them, Kalycia was playing with a puzzle and
18 responded appropriately to her mother and to me. She was very well mannered
19 for a four (4) year old. Her mother indicates that Kalycia will be starting with a pre-
20 school program perhaps around the first of the year.

21
22 At this juncture, her mother is able to care for Kalycia with minimal outside
23 assistance. However, as alluded to above, there is extended family in Spokane
24 to assist when needed. Malaysy tells me that she hopes to ultimately start back

25
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27 **REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 2**

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1 working part-time when Kalycia starts school. I believe that she is sincere that
2 Kalycia is her main priority. I am told that Kalycia does make reference to her
3 father, however, it does not appear to be a situation that necessitates counseling
4 or the intervention of other professionals, at least at this time.

5
6 Malaysy who is twenty-five (25) years old, indicates that she is a United
7 States citizen. I understand that her family came to Spokane from Southeast Asia
8 when she was approximately six (6) years old. She has completed high school
9 and attended a local community college. She speaks very good English,
10 communicates with relative ease, and comes across as being an industrious
11 person. She has experience working as a keyboard operator for a local bank and
12 ultimately hopes of finding part-time (she tells me that is she makes over
13 \$15,000.00 per year that her benefits described below will be reduced)
14 employment in the retail sector using her keyboard skills provided it will allow her
15 work flexibility so as to be with Kalycia.
16

17
18 In terms of income, Malaysy states that she and Kalycia have approximately
19 \$2,400.00 a month coming in from Social Security and/or the Veterans
20 Administration (i.e., \$657.00 each from SS and \$200.00 plus \$900.00 from the VA)
21 (Note that Ryan Campbell was on active service in the Air Force). I am also told
22 there is no significant outstanding debt obligations. A mother and young child
23
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25

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27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 3

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1 should be able to live very comfortably on \$2,400.00 per month in the Spokane,
2 Washington community.

3
4 **PROCEDURAL BACKGROUND AND \$500,000.00 SETTLEMENT**

5
6 As set forth in other pleadings which are before the Court, Malaysy entered
7 into an attorney fee agreement with attorney Keith Glanzer with respect to the
8 accident whereby it was agreed that Mr. Glanzer would be paid the standard 33
9 1/3% of any recovery.

10 Demand for policy limits (\$500,000.00) was made to Nationwide Insurance
11 Company who insured George A. Hixon who was the driver of the vehicle in which
12 Kalycia's father was a passenger. Ultimately, it was agreed that the policy limits
13 would be paid. After extensive negotiations, the other passengers agreed in total
14 to accept \$84,000.00 leaving \$416,000.00 essentially to be divided between
15 Malaysy and Kalycia.

16
17 On July 25, 2002, I, Richard Leland, was appointed Settlement Guardian
18 Ad Litem for Kalycia in *Spokane County Superior Court*. Attorney Glanzer has
19 diligently kept me informed of the status of the matter.

20
21 **PRIMARY ISSUES FOR SETTLEMENT GUARDIAN AD LITEM**

22 The primary issue for this Settlement Guardian Ad Litem is to investigate the
23 facts and issues pertaining to the proposed distribution of the \$180,000.00 to
24

25
26 **EYMANN • ALLISON • FENNESSY • HUNTER • JONES**

27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 4

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1 Kalycia and to make certain recommendations with respect to same. It should be
2 noted that I was not involved in settlement decision to accept the \$500,000.00 in
3 full settlement of all claims. However, I have no reason to believe that the
4 \$500,000.00 was not in the best interest of Kalycia. Attorney Michael Yeager in
5 a letter of November 12, 2002 to Attorney Keith Glanzer has specifically addressed
6 questions concerning possible additional sources of recovery including other
7 insurance policies and the personal assets of the tortfeasor. They concluded that
8 there was no other significant avenues for recovery.
9

10 Questions for the settlement GAL include the following:

- 11 1. Which portion of the \$ 500,000.00 should be allocated to Kalycia
12 and what portion, if any, should be allocated to her mother to
13 compensate her for her claims? *Short Answer: \$180,000.00 with*
14 *a net of \$120,000.00.*
- 15 2. With respect to the funds allocated to Kalycia how should such best
16 be paid out? *Short Answer: Structured Settlement over the child's*
17 *normal working life.*
- 18 3. Are the proposed fees to Attorney Glanzer as well as the outstanding
19 costs for which he is to pay reasonable? *Short Answer: the*
20 *standard one-third is deemed reasonable. Mother to be responsible*
21 *for costs and expenses.*
22
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27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 5

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II. SPECIFIC FINDINGS

2.1 SETTLEMENT GUARDIAN AD LITEM

- a. Name of Minor Child: Kalycia Campbell
- b. Age of Minor Child: Age 3+
Date of Birth: 12-28-98
- c. Address of Minor Child: Spokane, Washington
- d. Name of Settlement GAL: Richard M. Leland
- e. Date of Appointment: July 25, 2002 (Spokane County, WA)
- f. Qualifications of Settlement GAL: I am an attorney and have been practicing law in the State of Washington since 1990. My legal practice involves all major areas of the law including tort litigation, domestic law, probate, and guardianship. For additional reference see my Curriculum Vitae which was presented at the time of my appointment.
- g. Relationship with Parents, Guardians, Insurers, or Attorneys: None

2.2 INVESTIGATION CONDUCTED

A. Persons Interviewed/Contacted:

- 1. Kalycia Campbell, the minor child

EYMAN • ALLISON • FENNESSY • HUNTER • JONES

1 2. Malaysy Campbell, mother

2 3. Keith Glanzer, attorney

3 Specifically, on November 8, 2002, as I set forth above, I met with Malaysy
4 and Kalycia. Please refer to Pages 2-3 above.

5 ***

6
7 There are additional persons that this guardian ad litem could contact if the
8 Court feels it to be necessary (i.e., Kalycia's doctor, family members, neighbors,
9 and acquaintances). However, I believe that those persons would merely support
10 and confirm my findings that Kalycia has no apparent special needs that should be
11 addressed at this time.

12
13 **B. Documents Reviewed Included:**

- 14 1. Commonwealth of Penn. Police Crash Reporting Form
15 2. Overview of various documents pertaining to insurance
16 coverage.
17 3. Report of Expert Witness, Robert Moss, Consulting Economist
18 4. Ryan Campbell's pay statements.
19 5. 2000 Federal Income Tax return with supporting documents
20 6. Various military and other records for Ryan Campbell.
21 7. Family pictures
22 8. Structured Settlements
23
24

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27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 7

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TEL: 509-324-0405 • FAX: 509-458-5977

1 9. Correspondence (i.e., Yeager to Glanzer, Glanzer to
2 Insurance Company).

3 10. The Spokane County Superior Court File

4 11. Pleadings and proposed pleadings in the Pennsylvania
5 proceeding.
6

7 ***

8 There is additional information that this guardian ad litem could review if the
9 Court feels it to be necessary. Such includes perhaps medical records for Kalycia
10 which could (but not likely) substantiate that she has special needs and therefore
11 may be deserving of a greater share of the settlement proceeds.
12

13
14 **2.3 INCIDENT AND POTENTIAL LEGAL CLAIMS**

15 The primary legal claim is certainly the negligence on the part of George
16 A. Hixon, the driver of the vehicle in which Kalycia's father was a passenger. As
17 alluded to above, the issue of additional insurance coverage and other assets
18 appears to have been investigated and researched by Attorney Glanzer and
19 Attorney Yeager, who are deemed to be very capable and competent. I have no
20 reason to second guess their findings.
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27 **REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND • 8**

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1 **2.4 INJURIES, TREATMENT, DIAGNOSIS AND PROGNOSIS**

2 As set forth above, Kalycia was not present at the time of her father's death
3 and therefore has suffered no physical injuries. There is little question that she
4 will suffer from the loss of her father. However, I have no reason to believe that
5 she is not resilient. This belief is enhanced by her young age and the fact that her
6 father was in the military service and stationed away from the child's home in
7 Spokane, Washington. Fortunately, it appears from all indications that her mother
8 is very diligent and has done a good job in assisting her daughter in coping with
9 the death of her father.
10
11

12
13 **2.5 DAMAGES POTENTIALLY RECOVERABLE FOR KALYCIA**

14 Although Kalycia has incurred no medical and related expenses arising out
15 of her father's accident, her damages are significant. She has lost her relationship
16 with her father who would have been able to provide her with fatherly love, care,
17 and guidance. That source is now gone and cannot be replaced. Further, and
18 very importantly, financial support that her father would have provided her is gone
19 including post-secondary education. Fortunately, Kalycia will be receiving Social
20 Security and Veterans Administration benefits to at least the age of majority.
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27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 9

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2.6 POTENTIAL LIABILITY OF ALL PERSONS/ENTITIES

Please refer to Paragraph 2.3 above.

2.7 INSURANCE OR COLLATERAL SOURCES

6 Please refer to Page 5. The only insurance source for recovery is deemed
7 to be the \$500,000.00 policy with Nationwide Insurance Company.

2.8 LIEN, SUBROGATION, OR REIMBURSEMENT OF CLAIMS

12 There are no known liens or reimbursement claims that will have to be paid
13 out of any proceeds that are to be earmarked for Kalycia. In addition, Malaysy
14 and/or the estate will be covering the costs and expenses relating to the Court
15 processes.

2.9 IDENTIFICATION OF ALL OTHER CLAIMS

19 There are no known justifiable claims except the claims of Malaysy and the
20 estate who are plaintiff's in this suit.

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REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 10

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2.10 APPORTIONMENT OF CLAIM

Please refer to 2.13 below. Kalycia will receive a structured settlement in the amount of \$120,000.00.

2.11 SETTLEMENT FORM, DOCUMENTS AND AMOUNTS

It is expected that a standard release will be required that will have the likely consequence that all additional sources of potential recovery will be precluded. The specific releases have not been reviewed.

2.12 EXPENSES AND FEES

I believe that the costs, expenses, and attorney fees that are set forth in 2.13 below are reasonable. In particular counsel is believed to have done an excellent job in negotiating the claims of the other occupants of the vehicle down to \$84,000.00.

2.13 DISPOSITION OF NET PROCEEDS

I agree with the proposed order that will be presented at the hearing on this settlement. Essentially, the \$500,000 is proposed to be distributed as follows:

- | | | |
|----|------------------------------------|-----------------|
| 1. | Three (3) other injured passengers | (\$84,000.00) |
| 2. | Amount to Malaysy | (\$220,000.00)* |

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REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 11

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1 **2.15 ATTENDANCE AT HEARING ON SETTLEMENT PETITION**

2 A. I see no need for Malaysy or Kalycia to attend provided that Malaysy
3 is available telephonically to address any questions the Court may
4 have.

5
6 B. This Settlement Guardian Ad Litem will be available telephonically
7 at any hearing to respond to questions posed by the Court.

8
9 **2.16 SUBMISSIONS FOR APPROVAL IN OTHER JURISDICTIONS**

10 To my knowledge there have been no other petitions for approval of any
11 minor settlement pertaining to this matter in any other jurisdiction.
12

13
14
15 **III. CONCLUSION**

16
17 As Settlement Guardian Ad Litem for Kalycia Campbell, I recommend
18 approval of the settlement and disbursement of funds which is consistent with this
19 report. I will be available telephonically to address any questions the Court may
20

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26 **EYMANN • ALLISON • FENNESSY • HUNTER • JONES**

27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 13

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TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 have at any hearing or hearings on this matter.

2
3 RESPECTFULLY SUBMITTED this 14th day of November, 2002

4
5 EYMANN, ALLISON, FENNESSY,
6 HUNTER, & JONES, P.S.

7
8 BY 

RICHARD M. LELAND, WSBA #19577
Settlement Guardian Ad Litem for
Kalycia Campbell, a minor child
(appointed by the Spokane County
Superior Court)

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26 EYMANN • ALLISON • FENNESSY • HUNTER • JONES

27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 14

601 WEST MAIN AVENUE, SUITE 801 • SPOKANE, WA 99201
TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

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

MALAYSY H. CAMPBELL, Administratrix of
the Estate of RYAN C. CAMPBELL,
deceased, on behalf of the Estate of RYAN C.
CAMPBELL, deceased and on behalf of the next
of kin of RYAN C. CAMPBELL, deceased,

Plaintiff

No. 2002 - 01185 - CD

vs,

GEORGE A. HIXON,

Defendant

FILED

NOV 15 2002

William A. Shaw
Prothonotary/Clerk of Courts

W A Shaw

[Signature]

CONSENT AND JOINDER

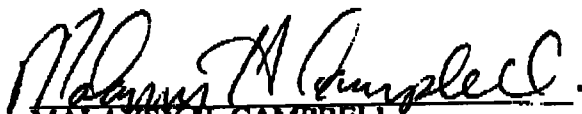
THE UNDERSIGNED, Malaysy H. Campbell, Administratrix of the Estate of Ryan C. Campbell, deceased, Malaysy H. Campbell, on her own right, and Kalycia Campbell constitute the child, surviving spouse, and all the heirs and parties in interest in the Estate of Ryan Campbell, deceased. The undersigned Malaysy H. Campbell and Richard Leland as Washington State court appointed guardian for and on behalf of minor child, Kalycia Campbell have read, reviewed, and understand the contents of the Petition for Approval to Settle Wrongful Death and Survival Action Claims as presented to the Court of Common Pleas of Clearfield County, Pennsylvania, by Malaysy H. Campbell, Administratrix of the Estate of Ryan C. Campbell, deceased. The undersigned do hereby consent to the facts and the prayer for relief requested in said Petition.

IN WITNESS WHEREOF, the parties hereto affix their signatures as evidence of their consent to the contents and prayer for relief in the foregoing Petition to obtain court approval to compromise, settle and discontinue both the wrongful death and survival action claims arising

11/15/02 Filed by:
Michael J. [Signature]

out of the death of Ryan C. Campbell.

DATED this 14 day of November, 2002


MALAYSY H. CAMPBELL
Petitioner/Administratrix and in
her own right

RICHARD LELAND for and behalf of
minor child, Kalycia Campbell as
Washington State appointed guardian

FILED

NOV 15 2002

0/2/20/11

William A. Shaw

Prothonotary/Clerk of Courts

NO COURT COM

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

MALAYSY H. CAMPBELL,
Administratrix of the Estate of RYAN C.
CAMPBELL, deceased, on behalf of the
Estate of RYAN C. CAMPBELL,
deceased and on behalf of the next of
kin of RYAN C. CAMPBELL, deceased,

Plaintiff,

vs.

GEORGE A. HIXON,

Defendant.

No. 2002 - 01185 - CD

**AFFIDAVIT OF WASHINGTON
STATE SETTLEMENT
GUARDIAN AD LITEM
RICHARD M. LELAND RE:
KALYCIA CAMPBELL, A
MINOR CHILD**

STATE OF WASHINGTON)

: ss.

County of Spokane)

1. I am the duly appointed Settlement Guardian Ad Litem for Kalycia
Campbell, a minor child.

EYMANN • ALLISON • FENNESSY • HUNTER • JONES

**AFFIDAVIT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 1**

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TELEPHONE: (509) 447-0101 • FAX: (509) 458-5977

11/15/02 Filed by:
Michael A. Glanzer

2. I was appointed by the Spokane County Superior Court on July 25, 2002. Spokane County is the county where Kalycia Campbell resides.

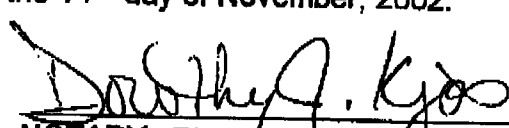
3. As set forth in my Curriculum Vitae, I am an attorney licensed to practice law in the State of Washington and have been so licensed since 1990. I am in good standing with the bar association.

4. Filed contemporaneous herewith is the "Report of Washington State Settlement Guardian Ad Litem Richard M. Leland Re: Kalycia Campbell, a minor child." I hereby incorporate by this reference that report and its contents.


RICHARD M. LELAND

SUBSCRIBED to before me this the 14th day of November, 2002.




NOTARY PUBLIC for the State of
Washington, residing at Clayton
My Commission Expires: 9-7-03


EYMANN • ALLISON • FENNESSY • HUNTER • JONES


AFFIDAVIT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 2

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TELEPHONE: (509) 747-0101 • FAX: (509) 438-5977

out of the death of Ryan C. Campbell.

DATED this 14 day of November, 2002



MALAYSY H. CAMPBELL
Petitioner/Administratrix and in
her own right



RICHARD LELAND for and behalf of
minor child, Kalycia Campbell as
Washington State appointed guardian

MICHAEL P. YEAGER


MICHAEL P. YEAGER, ESQUIRE
Attorney for Petitioner

KEITH A. GLANZER, P.S.


KEITH A. GLANZER WSBA #20424
State of Washington Counsel for Petitioner,
Surviving Spouse, Malaysy H. Campbell;
Minor Child, Kalycia Campbell; and
The Estate of Ryan Campbell


RICHARD LELAND WSBA #19577
State of Washington Guardian for
Minor Child, KALYCIA CAMPBELL

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

**MALAYSY H. CAMPBELL, Administratrix of
the Estate of RYAN C. CAMPBELL,
deceased, on behalf of the Estate of RYAN C.
CAMPBELL, deceased and on behalf of the next
of kin of RYAN C. CAMPBELL, deceased,**

Plaintiff

vs,

GEORGE A. HIXON,

Defendant

FILED

NOV 15 2002

**0/2:20/02
William A. Shaw
Prothonotary/Clerk of Courts**

No. 2002 - 01185 - CD

AFFIDAVIT

**This Affidavit is intended to provide this Honorable Court with sworn testimony regarding
your affiant's understanding and intent with regard to the Petition for Allocation of Settlement
Proceeds, Attorney's Fees and Costs and for Approval to Settle, Compromise,
and Discontinue Wrongful Death and Survival Actions filed contemporaneously with this
Affidavit. The affiant therefore states as follows:**

- 1. The Affiant is Malaysy H. Campbell, age 24 who resides at 102 E. Courtland,
Spokane, Washington 99207.**
- 2. She was the wife of Ryan C. Campbell, who died in an automobile accident on
February 1, 2002 in Sandy Township, Clearfield County, PA.**
- 3. She is also the parent and natural guardian of the only child of the decedent,
namely Kalycia MacKenzie Campbell.**

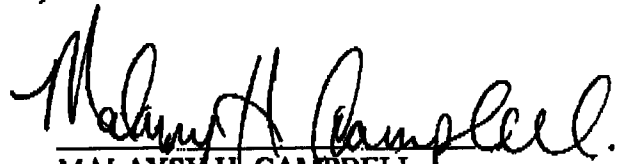
11/15/02 Filed by:

Michael J. Glanzer

4. She was duly appointed administrator of the Estate of Ryan C. Campbell in proceedings filed in Spokane County, Washington at Spokane County Superior Court Cause # 02-4-00160-4. Exemplified copies of the appointment and other related documents are filed herewith.
5. She has thoroughly read and reviewed with her attorney, Keith A. Glanzer, and has received copies of the following pleadings:
 - a. Petition for Allocation of Settlement Proceeds, Attorney's Fees and Costs and for Approval to Settle, Compromise, and Discontinue Wrongful Death and Survival Actions, including the various attached Exhibits;
 - b. Order of the Court Survival Action;
 - c. Order of the Court Wrongful Death Action;
 - d. Consent and Joinder; and
 - e. Report of Washington State Settlement Guardian ad Litem Richard M. Leland Re: Kalycia Campbell, a Minor Child.
6. She has read and reviewed with her attorney, Keith A. Glanzer, The Release of All Claims regarding her release as surviving spouse, the release regarding the Estate of Ryan Campbell and the release regarding her daughter.
7. She further states that she understands that the above executed releases will forever discharge George Hixon, Hixon Lumber & Wood Products and Nationwide Mutual Ins. Co. from any payments other than those outlined in the Order of the Court for the Wrongful Death and Survival Actions.
8. She approves of the settlement and disbursement of the proceeds as stated in the Order of the Court for the Wrongful Death and Survival Actions, to wit, the net sum of One Hundred Twenty Thousand and No/100 Dollars (\$ 120,00.00) paid to her daughter Kalycia Campbell and that the entire \$ 120,000.00 will be used to fund a structured settlement that will not begin to be available to her daughter until

her age 18; the net sum of One Hundred Forty-four Thousand Six Hundred Forty-eight and No/100 Dollars (\$ 144,648.00) paid to herself and sum of Sixteen Thousand (\$ 16,000.00) Dollars to be paid into the Estate of RYAN C. CAMPBELL, deceased.

9. She acknowledges that she is completely satisfied with the legal services and fees of her attorneys in this case. She approves the payment, as fair and reasonable, the legal fees and costs for the Wrongful Death Action in the amount of One Hundred Thirty-Three Thousand Three Hundred Twenty-six and No/100 Dollars (\$ 133,326.00), for legal services and the costs, in the sum of Two Thousand Twenty-six and No/100 Dollars (\$ 2,026.00).

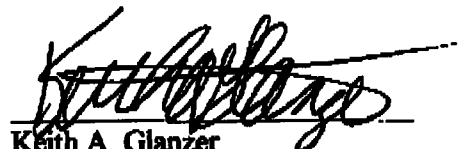

MALAYSY H. CAMPBELL

STATE OF WASHINGTON :
: SS:
COUNTY OF SPOKANE :

On this, the 14th day of November, 2002, before me, the undersigned officer, personally appeared MALAYSY H. CAMPBELL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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




Keith A. Glanzer
Notary Public in and for the State of
Washington, residing at Spokane.
My commission expires: 6/03/03

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

MALAYSY H. CAMPBELL, Administratrix of
the Estate of RYAN C. CAMPBELL,
deceased, on behalf of the Estate of RYAN C.
CAMPBELL, deceased and on behalf of the next
of kin of RYAN C. CAMPBELL, deceased,

Plaintiff

vs,

GEORGE A. HIXON,

Defendant

No. 2002 - 01185 - CD

FILED

NOV 15 2002

012120100

William A. Shaw

Prothonotary/Clerk of Courts

1 CERT TO ATTORNEY

4 ADDITIONS
TO VERDICT

11-15-02

ORDER OF THE COURT
SURVIVAL ACTION

TO: THE HONORABLE JUDGE OF SAID COURT:

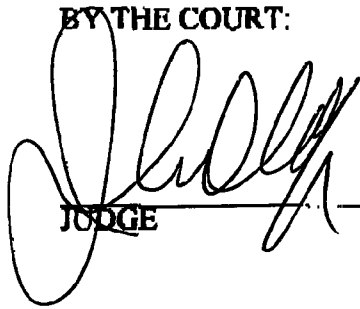
AND NOW, this 15 day of November, 2002, upon presentation of the foregoing

Petition, it is hereby **ORDERED AND DECREED** as follows:

- A. The settlement of the Survival Action in the sum of Sixteen Thousand and No/100 Dollars (\$16,000.00) is hereby approved;
- B. The distribution of the settlement amount is approved as follows:
 1. The sum of Sixteen Thousand (\$ 16,000.00) Dollars shall be paid Malaysy Campbell, Administratrix of the Estate of RYAN C. CAMPBELL, deceased, and Keith A. Glanzer, P.S. to be deposited into the Trust Account of Keith A. Glanzer, P.S. and thereafter used to pay the affairs, including but not limited to cost of administration, attorney's fees and costs and debts of the Estate of Ryan Campbell pursuant to probate laws of Washington State. The remaining sums after probate expenses are paid, if any, shall be distributed pursuant to the intestate succession laws of the state of Washington.

- C. Petitioner, Malaysy H. Campbell, Administratrix of the Estate of Ryan C. Campbell is authorized and empowered to execute any documents necessary to effect a complete settlement, release and discontinuance of the above-entitled action..
- D. Richard M. Leland, is authorized and empowered to execute any documents necessary to effect a complete settlement, release and discontinuance of the above-entitled action. settlement guardian for and behalf of the minor child, Kalycia Campbell.

BY THE COURT:



JUDGE

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

MALAYSY H. CAMPBELL, Administratrix of
the Estate of RYAN C. CAMPBELL,
deceased, on behalf of the Estate of RYAN C.
CAMPBELL, deceased and on behalf of the next
of kin of RYAN C. CAMPBELL, deceased,

Plaintiff

No. 2002 - 01185 - CD

vs,

GEORGE A. HIXON,

Defendant

FILED

NOV 15 2002

0/21/2012

William A. Shaw

Prothonotary/Clerk of Courts

1 Copy to Amy Yeager

4 Affidavits to

Yeager 11-19-02

ORDER OF THE COURT
WRONGFUL DEATH ACTION

TO: THE HONORABLE JUDGE OF SAID COURT:

AND NOW, this 15 day of November, 2002, upon presentation of the foregoing

Petition, it is hereby ORDERED AND DECREED as follows:

- A. The settlement of the Wrongful Death Action in the sum of Five Hundred Thousand and No/100 Dollars (\$ 500,000.00), gross settlement is hereby approved;
- B. The distribution of the settlement amount is approved as follows:
 1. Payment to the other injured persons, in the sum of Eighty-four Thousand and No/100 Dollars (\$ 84,000.00) as payment from the available monies offered in settlement;
 2. Payment in the net sum of One Hundred Twenty Thousand and No/100 Dollars (\$ 120,00.00), and distributed pursuant to the Terms of Settlement for the Benefit of Kalycia Campbell attached and hereby incorporated by reference as though the same were set forth fully and at

length, (Exhibit 1) as settlement in full of any and all causes of action against Defendant Hixon.

3. Payment of the sum One Hundred Forty-four Thousand Six Hundred Forty-eight and No/100 Dollars (\$ 144,648.00) to Malaysy Campbell as settlement in full of any and all causes of action against Defendant Hixon.
4. Payment of the sum of Sixteen Thousand and No/100 Dollars (\$ 16,000) be paid to the Estate of Ryan C. Campbell, deceased, as settlement in full of any and all causes of action against Defendant Hixon.
5. Payment of the sum of One Hundred Thirty-five Thousand Three Hundred and Two and No/100 Dollars (\$135,302.00) representing One Hundred Thirty-three Thousand Three Hundred and Twenty-six and No/100 (\$ 133,326.00) for counsel fees and Two Thousand Twenty-six and No/100 Dollars (\$ 2,026.00) as payment for reimbursable costs of litigation, to Keith A. Glanzer, of Keith A. Glanzer, P.S.

C. Petitioner, Malaysy H. Campbell, Administratrix of the Estate of Ryan C. Campbell and Richard M. Leland, settlement guardian for the minor child, Kalycia Campbell are authorized and empowered to execute any documents necessary to effect a complete settlement, release and discontinuance of the above-entitled action.

BY THE COURT:


JUDGE

Terms of Settlement for the benefit KALYCIA CAMPBELL

By way of this settlement, Defendant George A. Hixon has offered to pay the following sums to or for the benefit of Kalycia Campbell:

Future periodic payments on the dates and in the amounts set forth in the attached Structured Settlement Proposal.

Any payments to be made after the death of the Payee shall be made to the Estate of Payee. After the age of majority, Payee may submit a change of beneficiary, in writing, to Assignee. No such designation, or any revocation thereof, shall be effective unless it is in writing and delivered to Assignee. The designation must be in a form acceptable to Assignee. The designation approved by the Court is the Estate of Kalycia Campbell.

Such settlement has a present cost of One Hundred Twenty Thousand and No/ Dollars (\$120,000.00).

The obligation to make periodic payment described herein may be assigned to AEGON ASSIGNMENT CORPORATION ("Assignee") and funded by an annuity contract issued by TRANSAMERICA LIFE INSURANCE AND ANNUITY COMPANY ("Annuity Issuer"), rated A+ by A.M. Best Company.



STRUCTURED SETTLEMENT PROPOSAL

Case Name : KALYCIA CAMPBELL
 Purchase Date : 12/01/2002
 Today's Date : 11/01/2002

**GUARANTEED
BENEFITS****EXPECTED
BENEFITS**

**BENEFITS FOR: KALYCIA CAMPBELL
 FEMALE, AGE 4, DATE OF BIRTH 12/29/1998
 NORMAL LIFE EXPECTANCY 76**

At Age 18 (12/29/2016), a lump sum of \$5,000.00.	5,000.00	5,000.00
At Age 25 (12/29/2023), a lump sum of \$60,000.00.	60,000.00	60,000.00
At Age 30 (12/29/2028), a lump sum of \$80,000.00.	80,000.00	80,000.00
At Age 35 (12/29/2033), a lump sum of \$90,000.00.	90,000.00	90,000.00
At Age 40 (12/29/2038), a lump sum of \$110,000.00.	110,000.00	110,000.00
At Age 45 (12/29/2043), a lump sum of \$120,000.00.	120,000.00	120,000.00
At Age 50 (12/29/2048), a lump sum of \$140,000.00.	140,000.00	140,000.00
At Age 55 (12/29/2053), a lump sum of \$160,000.00.	160,000.00	160,000.00
At Age 60 (12/29/2058), a lump sum of \$245,000.00.	245,000.00	245,000.00
At Age 65 (12/29/2063), a lump sum of \$1,000,000.00.	1,000,000.00	1,000,000.00
Annuity Subtotal	2,010,000.00	2,010,000.00
Total Proposal	2,010,000.00	2,010,000.00

Structured Settlement Cost: \$120,000.00

Rate of Return: 6.25% (all payments are tax-free)

This proposal is valid for consideration for 7 calendar days from 'Today's Date' listed at the top of this page. This is neither an insurance nor an offer to contract.

TA/YIL/10/29/2002
 AR0029MU3 998

- Page: 1 -

SS General

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

MALAYSY H. CAMPBELL, Administratrix of
the Estate of RYAN C. CAMPBELL,
deceased, on behalf of the Estate of RYAN C.
CAMPBELL, deceased and on behalf of the next
of kin of RYAN C. CAMPBELL, deceased,

Plaintiff

vs,

GEORGE A. HIXON,

Defendant

No. 2002 - 01185 - CD

*Original
Petition
S. Campbell
Consent to Jurisdiction
not denied
Court Report*

**PETITION FOR ALLOCATION OF SETTLEMENT PROCEEDS, ATTORNEY'S
FEES AND COSTS AND FOR APPROVAL TO SETTLE, COMPROMISE,
AND DISCONTINUE WRONGFUL DEATH AND SURVIVAL ACTIONS**

TO: THE HONORABLE JUDGE OF SAID COURT:

AND NOW, comes your Petitioner, MALAYSY H. CAMPBELL, Administratrix of the Estate of RYAN C. CAMPBELL, deceased, on behalf of the Estate of RYAN C. CAMPBELL, deceased and on behalf of the next of kin of RYAN C. CAMPBELL, deceased, by her attorney, MICHAEL YEAGER of the Law Office of MICHAEL P. YEAGER, and presents the following Petition:

GENERAL ALLEGATIONS

1. The subject decedent herein, RYAN C., CAMPBELL, was a male, age 23, who was a member of the United State Air force stationed in Iceland, domiciled in the state of Washington and temporarily visiting Pennsylvania.
2. The heirs of the estate of RYAN C. CAMPBELL, deceased, residents of the state of Washington are

- a. Wife: Malaysy Campbell
- b. Daughter: Kalycia Campbell

FILED

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William A. Shaw
Prothonotary
No. 6547

3. Your Petitioner, MALAYSY H. CAMPBELL, is an adult individual who resides at 102 E. Courtland, Spokane, WA 99207, and is the wife of decedent, RYAN C. CAMPBELL
4. Petitioner was duly appointed Administrator of the Estate of RYAN C. CAMPBELL, deceased by the Washington State Superior Court, Spokane County on the 5th day of February, 2002. by Washington State, Spokane County Superior Court Commissioner, Steven N Grovdahl. Copies of the Order Granting Letters of Administration and Order of Solvency and Letters of Administration are attached and made a part hereof, and marked **Exhibit 1**.
5. Washington State attorney, Richard Leland, was appointed by the Washington State Superior Court, County of Spokane Probate Cause Number 02-4-00160-4 as guardian to perform all duties as required by the Pennsylvania court pursuant to Pennsylvania Civil Procedure Rule 2039 on July 25, 2002. Please see attached **Exhibit 2**.
6. Ancillary Estate proceedings were opened on July 29, 2002 in Clearfield County, by Pennsylvania counsel, Michael P. Yeager. Letters ancillary are attached as **Exhibit 3**.
7. The Petitioner instituted this civil action at the above stated case number by the filing of a Praecipe for Writ of Summons on August 2, 2002. The named defendant, as captioned herein, is GEORGE A. HIXON, an adult individual who resides at 1652 Treasure Lake, Du Bois, Pennsylvania. 15801.
8. The claim of the decedent's estate arose out of a motor vehicle crash which occurred on February 1, 2002 on State Route 119 near Sykesville, PA. Defendant George Hixon was driving his 1997 BMW southbound at an excessive rate of speed. Defendant Hixon's passengers included David Bell, Craig Barber, Nick Phillips and Ryan C. Campbell, deceased. Passengers, Bell, Barber and decedent Campbell were temporarily visiting Pennsylvania for the purpose of attending the wedding of their mutual friend, Nick Phillips.
9. A witness stated that Defendant Hixon's vehicle left the roadway struck several trees and came to rest in a wooded area. Numerous cans of beer were scattered around the area of the crash. Debris and vehicle parts were also scattered over the entire crash scene. The BMW was totally demolished. Emergency personnel along with Fireman personnel from Sandy Township Fire Department and Sykesville Fire Department implemented a landing zone to air lift the victims of the crash from the scene.

10. As a result of the above described crash, David Bell, Craig Barber and Nick Phillips suffered varying degrees of injury. Nick Phillips received cuts and scarring on his face and severely damaged ligaments in his wrist. Craig Barber suffered a hairline fracture in his cervical spine, and David Bell received soft damages to his cervical spine.
11. RYAN C. CAMPBELL was ejected from the vehicle and after striking several trees, landed onto the side of the roadway. Ryan was air lifted to the hospital, where he died a short time later from massive cranial cerebral injury.
12. Defendant, GEORGE HIXON, through his insurance carrier, has offered to compromise all actions and claims of all plaintiffs including the Estate of RYAN C. CAMPBELL, deceased, arising out of the subject motor vehicle crash by payment of the sum of Five Hundred Thousand Dollars(\$500,000.00). The offered compromise payment represents the bodily injury policy limits of Defendant Hixon's insurance policy.

ALLOCATION OF SETTLEMENT PROCEEDS ATTORNEY'S FEES & COSTS

13. The allegations set forth in paragraphs one (1) through twelve (12) are hereby incorporated by reference as though the same were set forth fully and at length.
14. The other plaintiffs have agreed to accept Eighty-four Thousand and No/100 Dollars (\$ 84,000.00) as settlement in full of any and all causes of action relating to their respective injuries, except as to any first party coverages that may be available to said plaintiffs whether by benefit of Defendant Hixon's insurance policy or any other insurance policy that may cover injuries incurred as a result of the above described crash. Said settlement monies are to be distributed to each plaintiff as follows:
1.) David Bell-\$9,000; 2.) Craig Barber-\$40,000; and 3.) Nick Phillips-\$35,000.
Please see Releases of all Claims attached as **Exhibit 4**. Your Petitioner, as surviving spouse of Ryan C. Campbell and Kalycia Campbell, through her Washington State Superior Court appointed guardian, Richard Leland, consider the above-described distribution to the other plaintiffs fair and reasonable under the circumstances and limits of liability insurance available to all claimants and agree to said distribution.

15. Your Petitioner, through her attorneys, has thoroughly investigated the possibility of additional assets and insurance coverage that may provide a means to make her and her daughter whole from the egregious losses suffered as a result of Defendant Hixon's negligent action. This due diligent search, which included but was not limited to subjecting Defendant Hixon to a thorough discovery deposition, has satisfied your petitioner that there are no significant additional resources or insurances coverages available to be used to apply to the losses herein suffered by herself, her daughter and the Estate of Ryan C. Campbell.
16. Your Petitioner, as surviving spouse of Ryan C. Campbell has agreed to accept Two Hundred Twenty Thousand and No/100 Dollars (\$ 220,000.00) as settlement in full of any and all causes of action relating to her claims against Defendant Hixon in the wrongful death action.
17. Guardian, Richard Leland, for and on behalf of Ryan C. Campbell's surviving child, Kalycia Campbell, recommends to the Court acceptance of the sum of One Hundred Eighty Thousand and No/100 Dollars (\$ 180,000.00) as settlement in full of any and all causes of action relating to her claims against Defendant Hixon in the wrongful death action. Please see report of guardian Richard Leland filed contemporaneously with this Petition.
18. Your Petitioner, as Administratrix of the Estate of Ryan C. Campbell, deceased, recommends to the Court acceptance of Sixteen Thousand and No/100 Dollars (\$ 16,000.00) as settlement in full of any and all causes of action against Defendant Hixon relating to the survival action filed herein.
19. Washington State Superior Court appointed guardian, Richard Leland, for Ryan C. Campbell's surviving child, Kalycia Campbell, recommends to the Court acceptance of Sixteen Thousand and No/100 Dollars (\$ 16,000.00) as settlement in full of any and all causes of action against Defendant Hixon relating to the survival action filed herein.
20. The Estate of RYAN C. CAMPBELL, deceased, is obligated to pay the following debts and expenses relative to decedent's estate:

a.	Bank of America N.A.	\$ 2,971.61
b.	Lisa Strangeland	\$ 2,400.00
c.	Chase Visa	\$ 2,833.00
d.	Military Star	\$ 1,920.65

e.	Various other consumer debt	\$ 2,500.00
f.	Pennsylvania Ancillary letters	<u>\$ 35.00</u>
	Total:	\$ 12,660.26

There are no other creditors known to your Petitioner who have claims against this estate.

21. Pursuant to Pennsylvania Inheritance and Estate Tax Act of 1971, March 4, P.L. 6, No. 2, as amended (72 P.S. Section 9111 (h.)) section 2111, there is no inheritance tax due the Commonwealth of Pennsylvania. As previously stated, decedent Campbell was temporarily visiting Pennsylvania for the express purpose of attending the wedding of his friend, Nick Phillips with no known intent to remain in Pennsylvania. There are no funds that will be deposited in Pennsylvania or with the Pennsylvania court.
22. Your Petitioner retained Keith A. Glanzer of Keith A. Glanzer, P.S., as counsel on a contingent fee basis. Washington counsel did investigate, prepare and institute suit in Pennsylvania through Pennsylvania attorney Michael Yeager on behalf of your Petitioner under the above-captioned civil action. The written contingent fee agreement provides for the payment of a Thirty-three and one-third (33 1/3%) percent fee of all gross settlement funds received, together with a repayment of advanced costs of investigation and litigation.
23. Counsel has incurred the recoverable costs of litigation as follows:

a.	Expert witness – Economist Robert Moss	\$ 1,150.00
b.	Expert witness – Insurance coverage	\$ 500.00
c.	Office Materials/Postage/Copy costs	\$ 75.64
d.	Long distance telephone calls	\$ 100.00
e.	FEDEX charge	\$ 35.36
f.	Register of Wills – file Ancillary Letters	\$ 35.00
g.	Prothonotary – file Complaint	\$ 80.00
h.	Cathy Warrick Provost – Deposition	<u>\$ 50.00</u>
	Total:	\$ 2,026.00
24. Petitioner proposes that the above costs of litigation be allocated to her as the surviving spouse in the wrongful death action.
25. Guardian, Richard Leland has incurred fair and reasonable fees in this matter in the amount of One Thousand and No/100 Dollars (\$ 1,000.00). Said fees have been paid by Defendant Hixon's insurance carrier outside of this settlement.
26. Petitioner proposes that the settlement regarding Kalycia Campbell as described above be executed subject to the approval of this Honorable Court. A copy of the executed

Releases regarding your Petitioner as surviving spouse and Administratrix of the Estate of Ryan C. Campbell, deceased and the proposed release of Richard Leland, guardian of Kalycia Campbell are attached and marked **Exhibit 5**.

27. Petitioner proposes that the gross settlement of Five Hundred Thousand (\$500,000.00) Dollars be allocated, prior to deduction for counsel fees and costs of litigation as follows: The sum of Eighty-four Thousand and No/Dollars (\$ 84,000.00) to the other plaintiffs. The sum of Four Hundred Thousand (\$400,000.00) Dollars to the Wrongful Death Action and the sum of Sixteen Thousand and No/100 Dollars (\$16,000.00) to the Survival Action.
28. Petitioner proposes that the net sums due in both the wrongful death and survival actions minus attorney's fees and costs should be allocated and paid as follows:
 - a. **Wrongful Death Action:**
 - i. The net sum of One Hundred Twenty Thousand and No/100 Dollars (\$ 120,00.00) to Kalycia Campbell. (\$180,000.00 gross settlement less her allocation for attorney's fees in the amount of \$60,000.00)
 - ii. The net sum of One Hundred Forty-four Thousand Six Hundred Forty-eight and No/100 Dollars (\$ 144,648.00) to Malaysy Campbell. (\$220,000.00 gross settlement less her allocation for attorney's fees in the amount of \$73,326.00 and costs in the amount of \$2,026.00)
 - b. **Survival Action.** The sum of Sixteen Thousand (\$ 16,000.00) Dollars to be paid Malaysy Campbell, Administratrix of the Estate of RYAN C. CAMPBELL, deceased, and Keith A. Glanzer, P.S., to be deposited into the Trust Account of Keith A. Glanzer, P.S. and thereafter used to pay the affairs of the Estate of Ryan Campbell pursuant to probate laws of Washington State. The remaining sums, if any, after probate expenses are paid, to be distributed pursuant to the intestate succession laws of the state of Washington.
29. The purpose of this Petition is to obtain court approval of the settlement as described above on the behalf of the Estate of RYAN C. CAMPBELL, deceased, and his survivors with the understanding that said settlement releases, quit claims, and discharges defendant GEORGE HIXON, and his insurance carrier from any suit, demand claim, or

cause of action that the Estate of RYAN C. CAMPBELL, deceased, and his survivors may have against the said defendant under the bodily injury coverage of his insurance carrier, and to further approve the allocation of settlement funds between the wrongful death and survival action as described above, and to provide for payment of legal fees and expenses.

APPROVAL TO SETTLE AND COMPROMISE WRONGFUL DEATH AND SURVIVAL ACTIONS RELATIVE TO THE DEATH OF RYAN C. CAMPBELL


WHEREFORE, your Petitioner prays your Honorable Court approve the settlement of the Wrongful Death and Survival Actions in the gross sum of Five Hundred Thousand (\$500,000.00) Dollars, and to further authorize the payment and distribution of said amount as follows:

- A. That the allegations and settlement, allocation, etc. set forth in paragraphs one (1) through twenty-nine (29) be hereby incorporated by reference as though the same were set forth fully and at length as part of the prayer of Petitioner.
- B. That the settlement which has been negotiated with the defendant and his insurance carrier representing the bodily injury policy limits in the amount of Five Hundred Thousand Dollars and No/100 (\$500,000.00), be allocated as follows:
- | | | |
|----|-----------------------|----------------------|
| a. | Other Plaintiffs | \$ 84,000.00 |
| b. | Survival Action | \$ 16,000.00 |
| c. | Wrongful Death Action | \$ 400,000.00 |
| | | <u>\$ 500,000.00</u> |
- C. That the surviving spouse, Malaysy Campbell be awarded the sum of Two Hundred Twenty Thousand and No/Dollars (\$220,000.00) minus attorney's fees and costs as described below in paragraphs H, I and J, as full and complete satisfaction of and release of all interest in the wrongful death action pursuant to agreement attached hereto, incorporated herein and marked **Exhibit 6**,
- D. That the decedent's child, Kalycia Campbell be paid under the The Terms of Settlement for the Benefit of Kalycia Campbell attached hereto and incorporated herein as **Exhibit 7**, the sum of One Hundred Eighty Thousand and No/ Dollars (\$180,000.00), minus attorney's fees as described below in paragraphs I and J, as full and complete satisfaction of and release of all interest in the wrongful death action.

- E. That Washington State Superior Court appointed settlement guardian Richard Leland be authorized to execute the agreement attached hereto, incorporated herein and marked **Exhibit 8**, to release and satisfy the rights of Kalycia Campbell as the surviving child of RYAN C. CAMPBELL, deceased relating to the wrongful death action..
- F. That the sum of Sixteen Thousand and No/100 Dollars (\$ 16,000.00) be paid to the Estate of Ryan C. Campbell, deceased, as settlement in full of any and all causes of action against Defendant Hixon relating to the survival action filed herein.
- G. That all funds due to the Estate of Ryan Campbell in the survival action be deposited into the trust fund of Washington State attorney, Keith A. Glanzer, P.S., on behalf of the Estate of Ryan Campbell, deceased, to be distributed to various creditors and the heirs under the probate laws of Washington State.
- H. That the above listed costs, in the sum of Two Thousand Twenty-six and No/100 Dollars (\$ 2,026.00), be paid by the surviving spouse, Malaysy Campbell.
- I. That counsel fees be approved in the sum of One Hundred Thirty-Three Thousand Three Hundred Twenty-six and No/100 Dollars (\$ 133,326.00), for legal services rendered in conjunction with the investigation of the motor vehicle crash, including but not limited to briefing law, preparing pleadings, filing various legal actions, conferences with Petitioner, conferences with experts, conferences with the guardian of Kalycia Campbell, negotiations for settlement with other plaintiffs, depositions and other related activities.
- J. That counsel fees be allocated to Kalycia Campbell be the sum of Sixty Thousand and No/100 Dollars (\$ 60,000.00). That counsel fees be allocated to Malaysy Campbell be the sum of Seventy-three Thousand Three Hundred Twenty-six and No/100 Dollars (\$ 73,326.00).
- K. Further, your Petitioner prays for leave to execute any drafts, discontinuances, or other documents necessary to settle and discontinue this action.

Dated this 4th day of NOV., 2002

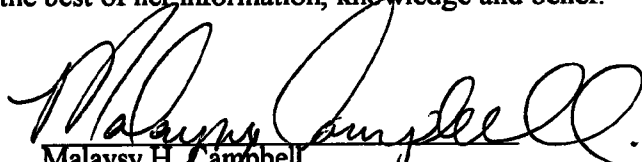
PETITIONER:




MALAYSY CAMPBELL
Individually and as Administrator of the
Estate of RYAN C. CAMPBELL,
deceased.

STATE OF WASHINGTON }
COUNTY OF SPOKANE } SS:

Malaysy H. Campbell, Petitioner/Administratrix of the Estate of Ryan C. Campbell, deceased, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Petition are true and correct to the best of her information, knowledge and belief.


Malaysy H. Campbell
Petitioner/Administratrix

Sworn and subscribed before me this 4th day of November, 2002


Keith A. Glanzer
NOTARY PUBLIC for the State of
Washington, residing at Spokane.
My Commission expires: 6/03/03

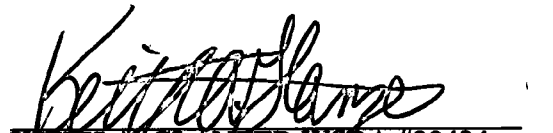



LAW OFFICE OF


MICHAEL P. YEAGER


MICHAEL P. YEAGER, ESQUIRE
Attorney for Petitioner

KEITH A. GLANZER, P.S.


KEITH A. GLANZER WSBA #20424
State of Washington Counsel for Petitioner;
Surviving Spouse, Malaysy H. Campbell;
Minor Child, Kalycia Campbell; and
The Estate of Ryan Campbell


RICHARD LELAND WSBA #19577
State of Washington Guardian for
Minor Child, KALYCIA CAMPBELL


DENNIS J. STOFKO, ESQUIRE
Attorney for Defendant Hixon

STOFKO LAW OFFICES

DENNIS J. STOFKO
ANDREW L. HORVATH
ROBERT L. FREY, JR.

969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-7341

FAX 814-262-0905

E-MAIL stofkoesq@charterpa.com

VIA FAX

November 15, 2002

Michael P. Yeager, Esquire
P.O. Box 752
Clearfield, Pennsylvania 16830

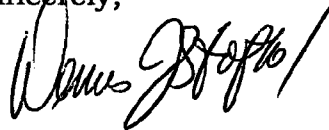
Re: Campbell, et al. vs. Hixon

Dear Mr. Yeager:

I have received the fax Petition for settlement of the above matter and after review of the same have no objection to the contents.

Should you need anything further, please feel free to contact me.

Sincerely,



Dennis J. Stofko

DJS/dd

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5 COPY
6

7 SUPERIOR COURT, STATE OF WASHINGTON,
8 COUNTY OF SPOKANE

9 In re the Estate of
10 RYAN C. CAMPBELL,
11 Deceased.
12
13
14

02400160-4

No.

ORDER GRANTING LETTERS
OF ADMINISTRATION AND
ORDER OF SOLVENCY

15
16 A petition that Letters of Administration and Order of Solvency be issued was heard and evidence
17 received in support thereof. The Court finds:

18 1. Jurisdiction. Decedent died on February 1, 2002, a domicile of Spokane County,
19 Washington, leaving property in this state subject to probate.

20 2. Intestacy. No will has been found.

21 3. Valuation. The estate is of the approximate net value of \$ 25,000.00.

22 4. Notice. Notice of hearing has been waived by decedent's heirs.

23 5. Personal Representative. Malaysy H. Campbell is qualified to act as the personal
24 representative/co-personal representatives of the estate.

25 6. Bond. No bond is required because the personal representative is the surviving spouse of
26

Keith A. Glanzer, P.S.

2024 Northwest Blvd.

Spokane, WA 99205

(509) 326-4526

Fax (509) 324-0405

EXHIBIT

1 the decedent, and the entire estate, after provision for expenses and claims of creditors will be
2 distributable to such heir.


3 NOW, THEREFORE, IT IS

4 ORDERED that Letters of Administration be issued to Malaysy H. Campbell on filing an
5 oath. The above estate is solvent and the administrators may act without bond and without the
6 intervention of any court.

7 DONE IN OPEN COURT on the 5th day of February, 2002..

8
9 STEVEN N. GROVDALL
10 COURT COMMISSIONER
JUDGE/COMMISSIONER

11 Presented by:

12 
13 KEITH A. GLANZER
14 Attorney for Estate

FILED

FEB 05 2002

**THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK**

(Clerk's Date Stamp)



SUPERIOR COURT OF WASHINGTON, COUNTY OF SPOKANE

ESTATE OF:

RYAN C. CAMPBELL,

Deceased.

CASE NO. 02-4-00160-4

**LETTERS OF ADMINISTRATION
(NO WILL) (LTRAD)**

I. BASIS

- 1.1 The decedent(s), late of Spokane County, Washington died intestate on or about: **2/2/02** leaving property in this state subject to administration.
- 1.2 On: **FEBRUARY 5, 2002** the court appointed: **MALAYSY H. CAMPBELL** to administer the estate of the decedent according to law.
- 1.3 The personal representative has qualified.

II. AUTHORIZATION

THIS CERTIFIES: MALAYSY H. CAMPBELL is authorized by this court to administer the estate of the above decedent according to law.

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

Dated: FEBRUARY 5, 2002

(Seal)

**By, TERESA PEDEY
Deputy Clerk**

III. CERTIFICATE OF COPY

State of Washington)
County of Spokane)

As clerk of the superior court of this county, I certify that the above is a true and correct copy of the Letters of Administration (No Will) in the above-named case which was entered of record on: **2/5/02**

I further certify that these letters are now in full force and effect.

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

Dated: FEBRUARY 5, 2002

(Seal)

**By, *Teresa Pedey*
Deputy Clerk**

COPY

ORIGINAL FILED

JUL 25 2002

THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

In re the Estate of:

RYAN C. CAMPBELL

Deceased.

No. 02-4-00160-4

**ORDER TO APPOINTMENT
GUARDIAN PURSUANT TO
STATE OF PENNSYLVANIA
CIVIL PROCEDURE RULES**

The Petition for Appointment of Settlement Guardian pursuant to state of Pennsylvania civil procedure rules filed on behalf of Kalycia Campbell, having come on for hearing, the Court now finding that the facts set forth give the Court jurisdiction over this matter;

NOW, THEREFORE, the Court Orders:

A. Settlement Guardian, Richard Leland, is a person found or known by the Court to be a suitable, disinterested person having the requisite knowledge, training, and expertise to perform the duties required by RCW 11.88.090 and SPR 98.26W, and is hereby appointed to represent the interests of the Kalycia Campbell a named minor.

B. Duties.

1. To perform all duties as required by the Pennsylvania court pursuant to Pennsylvania Civil Procedure Rule 2039.

ORDER FOR APPOINTMENT OF GUARDIAN
Estate of Ryan Campbell
Page 1 of 2

Keith A. Glanzer, P.S.
2024 W. Northwest Blvd.
Spokane, WA 99205
(509) 326-4526
Fax (509) 324-0405

EXHIBIT

2.

1
2 C. The costs of bringing this proceeding and the Settlement Guardian ad Litem's fee
3 will be paid as order by the Pennsylvania court. ORIGINAL FILED

4 DATED AND SIGNED IN OPEN COURT this ___ day of JUL 25, 2002.

5 THOMAS R. FALLQUIST
6 SPOKANE COUNTY CLERK

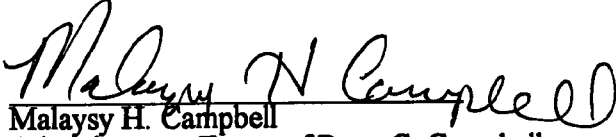
7 STEVEN N. GROVDAHL
8 COURT COMMISSIONER
9 JUDGE/COURT COMMISSIONER

10 Presented by:

11 KEITH A. GLANZER, P.S.

12 By: 
13 KEITH A. GLANZER, WSB# 20424
14 Attorneys for Estate of Ryan Campbell

15 Approved by:

16 
17 Malaysy H. Campbell
18 Administrator, Estate of Ryan C. Campbell

1
2
3 **COPY**
4
5

ORIGINAL FILED
JUL 3 1997
THOMAS R. HARRIS
SPOKANE COUNTY CLERK

6
7 **SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE**

8
9 In re the Estate of:

10 **RYAN C. CAMPBELL**

11 **Deceased.**
12
13
14

No. 02-4-00160-4

**CURRICULUM VITAE OF
ATTORNEY RICHARD M.
LELAND**

15 **PLEASE SEE ATTACHED**
16
17
18
19
20
21
22
23
24
25

26
27 **Curriculum Vitae**
Attorney Richard Leland
28 **Page 1 of 1**

Keith A. Glanzer, P.S.
2024 W. Northwest Blvd
Spokane, WA 99205
(509) 326-4526
Fax (509) 324-0405

RICHARD M. LELAND

CURRICULUM VITAE

(Minor Settlements)

EDUCATION

Juris Doctorate, Gonzaga School of Law, December 1989

Bachelors of Arts, Economics, Washington State University, June 1976

LEGAL EMPLOYMENT

Eymann, Allison, Hunter & Jones, P.S. and/or Feltman, Gebhardt, Eymann, & Jones, P.S., Spokane, WA (1992-present)

Legal practice involving all major areas of the law including litigation, injury accidents, family law, and probate. Represented numerous plaintiffs as head counsel and/or in a secondary role in major firm litigation. Involved in several minor settlements as part of the tort litigation, including most recently three cases before the Spokane County Superior Court and a case before the Whitman County Superior Court.

Public Defenders Office, Spokane, WA (1991-1992)

Witherspoon, Kelly, Davenport, & Toole, Spokane, WA (1990-1991)

OTHER EMPLOYMENT

Farm Credit System, Spokane, WA (1976-1987)

Senior Credit Officer- Special Assets and Large Loan Processing (position prior to attending law school in August 1987). Responsible for final credit decisions (compromises, charge-offs, and trouble debt restructures) with individual delegated authority of \$2,000,000.

GUARDIANSHIP TRAINING

"Family Law G.A.L. Training", September 1996, Spokane, WA (7.00 hours)

"Guardianship G.A.L. Training", October 1996, Spokane, WA (7.25 hours)

"Ethics of Minor Settlements", December 1996, Spokane, WA (2.0 hours)

RELEVANT MEMBERSHIPS

Washington State Bar Association (June 1990 to present)

Idaho State Bar Association (April 1990 to present)

Spokane County Bar Association

Washington State Trial Attorneys

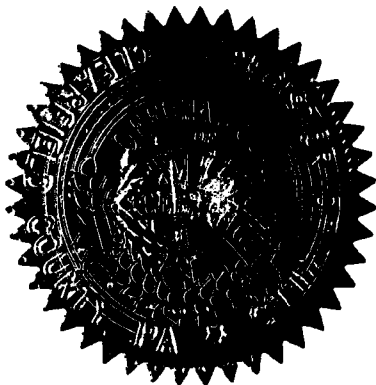
Inns of Court

CLEARFIELD COUNTY

Register of Wills Ancillary
Certificate of Grant of Letters

No. 2002-382

ESTATE OF **Ryan A. Campbell**
Late of Spokane
Washington County, WA
DECEASED
Social Security No. **511-94-1320**



WHEREAS, Ryan C. Campbell, late of Spokane, Washington County, Washington

died on the 2nd day of February, 2002;

and

WHEREAS, the grant of letters is required for the administration of the estate.

THEREFORE, I, Karen L. Starck, Register of Wills in and for the County of Clearfield, in the Commonwealth of Pennsylvania, have this day granted Letters of Administration to Malaysy H. Campbell who has duly qualified as administrator of the estate of the above named decedent and has agreed to administer the estate according to law, all of which fully appears of the record in my Office at Clearfield, Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my Office the 29th day of July, 2002.

Register of Wills

My Commission Expires
First Monday in January, 2004



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Nine Thousand and No/100 Dollars (\$9,000.00), and other good and valuable consideration, I, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known and unknown personal injuries, death, and/or property damage resulting or to result from an accident that occurred on or about 02/01/2002 at or near SR 0119, Sandy Township, Clearfield County, Pennsylvania.

I hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said injuries, and I have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

I understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for bodily injury, out of pocket wage expenses and out of pocket medical expenses incurred by the undersigned. It is further agreed, the execution of this document will not negate the rights of the undersigned with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same as my own free act.



WITNESS my hand and seal this 26th day of September, 2002.

In the presence of:

CAUTION! READ BEFORE SIGNING

Witness signature

Julie Patro

Your Signature

D. Bell

State of New York)

) ss:

County of St. Lawrence)

On this 26th day of September, 2002, before me personally appeared **DAVID W. BELL, JR.** to me known and known to be the person described herein, who executed the foregoing instrument and he acknowledged that he voluntarily executed the same.

Gary R. Alford

Notary Public

GARY R. ALFORD

Notary Public, State of New York

No. 02AL6021323

Qualified in St. Lawrence County

Commission Expires March 08, 2003

CLAIM NUMBER: 54 37 D 155923 02012002 01

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

LAW OFFICES
HART & REGAN
ATTORNEYS AND COUNSELLORS AT LAW
37 COURT STREET
BATH, MAINE 04530-2017

RONALD A. HART
RICHARD R. REGAN
TEL. (207) 443-6623
FAX (207) 443-6624
EMAIL: hrlaw@blazenetme.net

PORTLAND OFFICE
477 CONGRESS STREET, 5TH FLOOR
P. O. BOX 1811
PORTLAND, MAINE 04104
TEL. (207) 774-9111

July 19, 2002

Keith Glanzer, Esq.
2024 W. Northwest Blvd.
Spokane, WA 99205

Charles Cowfer
Nationwide Mutual Insurance Company.
999 Loyalsock Ave.
Montoursville, PA 17754

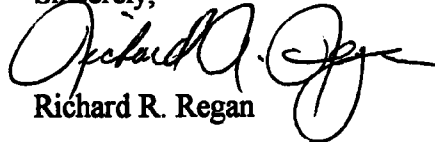
Re: Phillips v. Hixon
Date of Loss: February 1, 2002

Dear Attorney Glanzer and Mr. Cowfer:

Please be advised that my client, Nicholas Phillips, agrees to accept \$35,000.00 in exchange for a release against the defendants George Hixon and Hixon Lumber & Wood Products. I want to bring to your attention my belief that given the nature of Mr. Phillips' injuries and the permanent scarring he has suffered, this amount is approximately \$20,000.00 to \$25,000.00 less than what we believe the case is worth. However, my client is cognizant of the fact that the claim of Mr. Glanzer's clients is worth well in excess of \$1,000,000.00 and that with only \$500,000.00 in coverage available to cover all four claimants, he must accept a reduced amount in order for this case to settle without needless delay.

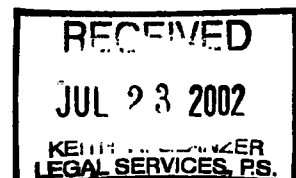
Please feel free to contact me if you need further information.

Sincerely,


Richard R. Regan

RRR/dea

Sent via fax #1-509-324-0405; #1-570-368-5927
and First Class mail.



**To all Whom these Presents shall Come,
or may concern:**

COPY

Greeting: Know Ye, That Craig Barber, for and in consideration of the sum of

FORTY THOUSAND

**dollars (\$40,000.00),
the receipt whereof is hereby acknowledged, have remised, released, and forever discharged, and
by these presents do for its heirs, executors and administrators, remise, release and forever
discharge the said***

**NATIONWIDE INSURANCE COMPANY, GEORGE HIXON and HIXON LUMBER AND
WOOD PRODUCTS**

**heirs, executors and administrators, of and from all, and all manner of action and actions, cause
and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills,
specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,
damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which
against the said**

**NATIONWIDE INSURANCE COMPANY, GEORGE HIXON and HIXON LUMBER AND
WOOD PRODUCTS**

**ever had, now have or which
upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the
day of the date of these presents.**

This release is for any and all causes of action arising from an accident that occurred on or about
February 1, 2002 wherein Craig Barber was a passenger in a motor vehicle owned by Hixon Lumber
and Wood Products and operated by George Hixon. The accident took place in Sandy Township and
in the State of Pennsylvania. This release specifically reserves the rights of the undersigned with
respect to first party claims under the policy of Hixon Lumber and Wood Products through Nationwide
Mutual Insurance Company as a result of the accident which occurred on the above cited date.

In Witness Whereof, has hereunto set his hand and seal the 6th day of August,
in the year Two Thousand and Two.

Craig S. Barber II
CRAIG BARBER

L S

State of New York)

County of ST. Lawrence) SS:

On this 6th day of August, Two Thousand and Two before me, the subscriber, personally
appeared Craig Barber to me personally known and known to me to be the same person described
in and who executed the within Instrument, and he acknowledged to me that he executed the same.

John J. Muldowney
JOHN J. MULDOWNEY
Notary Public in the State of New York
New York State No. 4948395
My Commission Expires March 20, 2003

*See § 15-108 General Obligations Law (Ch. 830 Laws of 1972)
"Effect of Release of or covenant not to sue tortfeasors"

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of One Hundred Eighty Thousand and No/100 (\$ 180,000.00), and other good and valuable consideration. I, Richard Leland, Washington State Superior Court appointed settlement guardian for the minor child, Kalycia Campbell, the surviving daughter of Ryan C. Campbell, deceased, have released and discharged, and by these presents do for and on the behalf of the minor child, Kalycia Campbell, her heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of , or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting I the death of Ryan C. Campbell, father of Kalycia Campbell.

I hereby declare and represent that the damages sustained by the minor child, Kalycia Campbell as a result of the wrongful death of Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment as the settlement guardian of the minor child, Kalycia Campbell, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for the wrongful death and survival action, by the said minor child. It is further agreed, the execution of this document will not negate the right of the said minor child with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act and pursuant to Pennsylvania Court Order.

WITNESS my hand and seal this ____ day of November, 2002.

In presence of

Witness _____

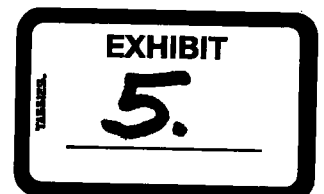
Richard M. Leland, Settlement Guardian
For the Minor Child, Kalycia Campbell

State of Washington, County of Spokane.

On this ____ day of November, 2002. Before me personally appeared Richard M. Leland, to me known to be the person described herein, and who executed the foregoing instrument and he acknowledged that he voluntarily executed the same.

My term expires _____,

Print Name: _____
Notary Public



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Sixteen Thousand and No/100 (\$ 16,000.00), and other good and valuable consideration. I, Malaysy H. Campbell, Administratrix for the Estate of Ryan C. Campbell, being of lawful age, have released and discharged, and by these presents do for and on the behalf of the Estate of Ryan C. Campbell, its heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of , or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting I the death of Ryan C. Campbell.

I hereby declare and represent that the damages sustained by the Estate of Ryan C. Campbell as a result of the wrongful death of Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment as the Administratrix of the Estate of Ryan C. Campbell, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for survival action, out of pocket wage expenses and out of pocket medical expenses incurred by the said estate. It is further agreed, the execution of this document will not negate the right of the said estate with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this 4th day of November, 2002.

In presence of

Witness

Chalayne Thorneck

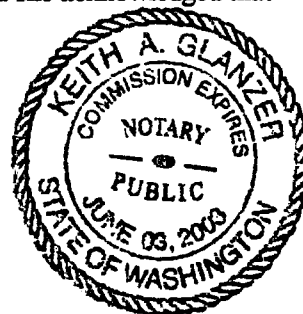
Malaysy H. Campbell
Malaysy H. Campbell, Administratrix
For the Estate of Ryan C. Campbell

State of Washington, County of Spokane.

On this 4th day of November, 2002. Before me personally appeared Malaysy H. Campbell, to me known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

My term expires June 3, 2003.

Keith A. Glanzer
Keith A. Glanzer
Notary Public



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Two Hundred Twenty Thousand and No/100 (\$ 220,000.00), and other good and valuable consideration. I, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of , or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting in the death of my husband, Ryan C. Campbell.

I hereby declare and represent that the damages sustained by me as a result of the wrongful death of my husband, Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said damages, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for wrongful death, out of pocket wage expenses and out of pocket medical expenses incurred by the undersigned. It is further agreed, the execution of this document will not negate the right of the undersigned with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this 4th day of November, 2002.

In presence of

Witness

Ch. Thorneck

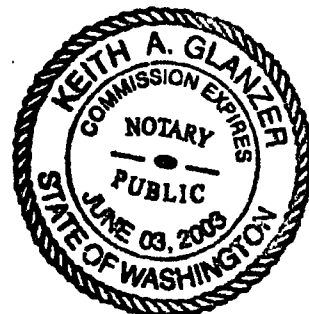
Malaysy H. Campbell

State of Washington, County of Spokane.

On this 4th day of November, 2002. Before me personally appeared Malaysy H. Campbell, to me known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

My term expires June 3, 2003.

Keith A. Glanzer
Keith A. Glanzer
Notary Public



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of Two Hundred Twenty Thousand and No/100 (\$ 220,000.00), and other good and valuable consideration. I, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting in the death of my husband, Ryan C. Campbell.

I hereby declare and represent that the damages sustained by me as a result of the wrongful death of my husband, Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said damages, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for wrongful death, out of pocket wage expenses and out of pocket medical expenses incurred by the undersigned. It is further agreed, the execution of this document will not negate the right of the undersigned with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this 4th day of November, 2002.

In presence of
Witness Carol Thornock

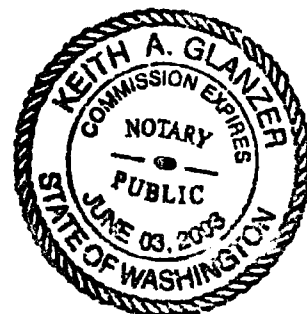
Malaysy H. Campbell
Malaysy H. Campbell

State of Washington, County of Spokane.

On this 4th day of November, 2002. Before me personally appeared Malaysy H. Campbell, to me known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

My term expires June 3, 2003.

Keith A. Glanzer
Keith A. Glanzer
Notary Public



Terms of Settlement for the benefit KALYCIA CAMPBELL

By way of this settlement, Defendant George A. Hixon has offered to pay the following sums to or for the benefit of Kalycia Campbell:

Future periodic payments on the dates and in the amounts set forth in the attached Structured Settlement Proposal.

Any payments to be made after the death of the Payee shall be made to the Estate of Payee. After the age of majority, Payee may submit a change of beneficiary, in writing, to Assignee. No such designation, or any revocation thereof, shall be effective unless it is in writing and delivered to Assignee. The designation must be in a form acceptable to Assignee. The designation approved by the Court is the Estate of Kalycia Campbell.

Such settlement has a present cost of One Hundred Twenty Thousand and No/ Dollars (\$120,000.00).

The obligation to make periodic payment described herein may be assigned to AEGON ASSIGNMENT CORPORATION ("Assignee") and funded by an annuity contract issued by TRANSAMERICA LIFE INSURANCE AND ANNUITY COMPANY ("Annuity Issuer"), rated A+ by A.M. Best Company.



STRUCTURED SETTLEMENT PROPOSAL

Case Name : KALYCIA CAMPBELL
Purchase Date : 12/01/2002
Today's Date : 11/04/2002

GUARANTEED BENEFITS

EXPECTED BENEFITS

**BENEFITS FOR: KALYCIA CAMPBELL
FEMALE, AGE 4, DATE OF BIRTH 12/29/1998
NORMAL LIFE EXPECTANCY 76**

At Age 18 (12/29/2016), a lump sum of \$5,000.00.	5,000.00	5,000.00
At Age 25 (12/29/2023), a lump sum of \$60,000.00.	60,000.00	60,000.00
At Age 30 (12/29/2028), a lump sum of \$80,000.00.	80,000.00	80,000.00
At Age 35 (12/29/2033), a lump sum of \$90,000.00.	90,000.00	90,000.00
At Age 40 (12/29/2038), a lump sum of \$110,000.00.	110,000.00	110,000.00
At Age 45 (12/29/2043), a lump sum of \$120,000.00.	120,000.00	120,000.00
At Age 50 (12/29/2048), a lump sum of \$140,000.00.	140,000.00	140,000.00
At Age 55 (12/29/2053), a lump sum of \$160,000.00.	160,000.00	160,000.00
At Age 60 (12/29/2058), a lump sum of \$245,000.00.	245,000.00	245,000.00
At Age 65 (12/29/2063), a lump sum of \$1,000,000.00.	1,000,000.00	1,000,000.00
Annuity Subtotal	2,010,000.00	2,010,000.00
Total Proposal	2,010,000.00	2,010,000.00

Structured Settlement Cost: \$120,000.00

Rate of Return: 6.25% (all payments are tax-free)

This proposal is valid for consideration for 7 calendar days from "Today's Date" listed at the top of this page. This is neither a contract nor an offer to contract.

TA/Y/IL/10/29/2002
ARC0029MU3 998

- Page 1 -

SS General

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me the sum of One Hundred Eighty Thousand and No/100 (\$ 180,000.00), and other good and valuable consideration. I, Richard Leland, Washington State Superior Court appointed settlement guardian for the minor child, Kalycia Campbell, the surviving daughter of Ryan C. Campbell, deceased, have released and discharged, and by these presents do for and on the behalf of the minor child, Kalycia Campbell, her heirs, executors, administrators and assigns, release, acquit and forever discharge Hixon Lumber & Wood Products, Nationwide Mutual Ins. Co. and any and all other persons, firms, and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of , or in any way growing out of any and all known death damage resulting or to result from an accident that occurred on or about 02-01-2002 at or near SR 119, Sandy Township, Clearfield County, Pennsylvania resulting I the death of Ryan C. Campbell, father of Kalycia Campbell.

I hereby declare and represent that the damages sustained by the minor child, Kalycia Campbell as a result of the wrongful death of Ryan Campbell are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I rely wholly upon my own judgment as the settlement guardian of the minor child, Kalycia Campbell, and that I have not been influenced to any extent whatever in making this release by any representations or statements regarding said damages, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any persons or person representing him or them.

It is agreed that distribution of the above sum shall be made as follows: One lump sum representing a claim for the wrongful death and survival action, by the said minor child. It is further agreed, the execution of this document will not negate the right of the said minor child with respect to first party claims as a result of the accident which occurred on the above cited date.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the forgoing release and know the contents thereof, and I sign the same as my own free act and pursuant to Pennsylvania Court Order.

WITNESS my hand and seal this ____ day of November, 2002.

In presence of

Witness _____

Richard M. Leland, Settlement Guardian
For the Minor Child, Kalycia Campbell

State of Washington, County of Spokane.

On this ____ day of November, 2002. Before me personally appeared Richard M. Leland, to me known to be the person described herein, and who executed the foregoing instrument and he acknowledged that he voluntarily executed the same.

My term expires _____,

Print Name: _____
Notary Public



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

MALAYSY H. CAMPBELL, Administratrix of
the Estate of RYAN C. CAMPBELL,
deceased, on behalf of the Estate of RYAN C.
CAMPBELL, deceased and on behalf of the next
of kin of RYAN C. CAMPBELL, deceased,

Plaintiff

vs,

GEORGE A. HIXON,

Defendant

No. 2002 - 01185 - CD

FILED

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William A. Shaw
Prothonotary


CONSENT AND JOINDER


THE UNDERSIGNED, Malaysy H. Campbell, Administratrix of the Estate of Ryan C. Campbell, deceased, Malaysy H. Campbell, on her own right, and Kalycia Campbell constitute the child, surviving spouse, and all the heirs and parties in interest in the Estate of Ryan Campbell, deceased. The undersigned Malaysy H. Campbell and Richard Leland as Washington State court appointed guardian for and on behalf of minor child, Kalycia Campbell have read, reviewed, and understand the contents of the Petition for Approval to Settle Wrongful Death and Survival Action Claims as presented to the Court of Common Pleas of Clearfield County, Pennsylvania, by Malaysy H. Campbell, Administratrix of the Estate of Ryan C. Campbell, deceased. The undersigned do hereby consent to the facts and the prayer for relief requested in said Petition.

IN WITNESS WHEREOF, the parties hereto affix their signatures as evidence of their consent to the contents and prayer for relief in the foregoing Petition to obtain court approval to compromise, settle and discontinue both the wrongful death and survival action claims arising

out of the death of Ryan C. Campbell.

DATED this 14 day of November, 2002


MALAYSY H. CAMPBELL
Petitioner/Administratrix and in
her own right


RICHARD LELAND for and behalf of
minor child, Kalycia Campbell as
Washington State appointed guardian

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7 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**
8 **PENNSYLVANIA**
9 **CIVIL DIVISION- LAW**
10

11 **MALAYSY H. CAMPBELL,**
12 Administratrix of the Estate of RYAN C.
13 CAMPBELL, deceased, on behalf of the
14 Estate of RYAN C. CAMPBELL,
deceased and on behalf of the next of
kin of RYAN C. CAMPBELL, deceased,

15 Plaintiff,

16 vs.

17 **GEORGE A. HIXON,**

18 Defendant.
19
20

No. 2002 - 01185 - CD

**REPORT OF
WASHINGTON STATE
SETTLEMENT GUARDIAN
AD LITEM RICHARD M.
LELAND RE: KALYCIA
CAMPBELL, A MINOR
CHILD**

FILED

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William A. Shaw
Prothonotary

21 **RICHARD M. LELAND**, the duly appointed *Washington State Superior*
22 *Court*, Settlement Guardian Ad Litem for **KALYCIA CAMPBELL**, a minor child,
23 hereby reports to the Court as follows with respect of the proposed settlement of
24
25
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27

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**REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 1**

601 WEST MAIN AVENUE, SUITE 801 • SPOKANE, WA 99201
TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 Kalycia's claims arising out of a automobile accident involving the death of her
2 father **RYAN C. CAMPBELL** on February 1, 2002.

3
4 **I. INTRODUCTION**

5 **KALYCIA AND HER MOTHER MALYSY**

6 Kalycia was born on December 29, 1998 and therefore will be turning four
7 (4) years old next month. She lives with her mother, Malysy Campbell, in
8 Spokane, Washington. She has no siblings. The two of them live alone.
9 However, there is extended family living in the Spokane area.
10

11 Kalycia appears to be a healthy and alert child. Her mother indicates that
12 she has no special medical, educational, or developmental needs (and none were
13 apparent in my meeting with she and her mother on November 8, 2002). I was
14 informed by her mother that Kalycia has had regular doctor check-ups since her
15 birth and I have no reason to doubt the same.
16

17 During my meeting with them, Kalycia was playing with a puzzle and
18 responded appropriately to her mother and to me. She was very well mannered
19 for a four (4) year old. Her mother indicates that Kalycia will be starting with a pre-
20 school program perhaps around the first of the year.

21 At this juncture, her mother is able to care for Kalycia with minimal outside
22 assistance. However, as alluded to above, there is extended family in Spokane
23 to assist when needed. Malysy tells me that she hopes to ultimately start back
24
25

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27 **REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 2**

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TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 working part-time when Kalycia starts school. I believe that she is sincere that
2 Kalycia is her main priority. I am told that Kalycia does make reference to her
3 father, however, it does not appear to be a situation that necessitates counseling
4 or the intervention of other professionals, at least at this time.
5

6 Malaysy who is twenty-five (25) years old, indicates that she is a United
7 States citizen. I understand that her family came to Spokane from Southeast Asia
8 when she was approximately six (6) years old. She has completed high school
9 and attended a local community college. She speaks very good English,
10 communicates with relative ease, and comes across as being an industrious
11 person. She has experience working as a keyboard operator for a local bank and
12 ultimately hopes of finding part-time (she tells me that is she makes over
13 \$15,000.00 per year that her benefits described below will be reduced)
14 employment in the retail sector using her keyboard skills provided it will allow her
15 work flexibility so as to be with Kalycia.
16
17

18 In terms of income, Malaysy states that she and Kalycia have approximately
19 \$2,400.00 a month coming in from Social Security and/or the Veterans
20 Administration (i.e., \$657.00 each from SS and \$200.00 plus \$900.00 from the VA)
21 (Note that Ryan Campbell was on active service in the Air Force). I am also told
22 there is no significant outstanding debt obligations. A mother and young child
23
24
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27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 3

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TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 should be able to live very comfortably on \$2,400.00 per month in the Spokane,
2 Washington community.

3
4 **PROCEDURAL BACKGROUND AND \$500,000.00 SETTLEMENT**

5
6 As set forth in other pleadings which are before the Court, Malaysy entered
7 into an attorney fee agreement with attorney Keith Glanzer with respect to the
8 accident whereby it was agreed that Mr. Glanzer would be paid the standard 33
9 1/3% of any recovery.

10 Demand for policy limits (\$500,000.00) was made to Nationwide Insurance
11 Company who insured George A. Hixon who was the driver of the vehicle in which
12 Kalycia's father was a passenger. Ultimately, it was agreed that the policy limits
13 would be paid. After extensive negotiations, the other passengers agreed in total
14 to accept \$84,000.00 leaving \$416,000.00 essentially to be divided between
15 Malaysy and Kalycia.
16

17
18 On July 25, 2002, I, Richard Leland, was appointed Settlement Guardian
19 Ad Litem for Kalycia in *Spokane County Superior Court*. Attorney Glanzer has
20 diligently kept me informed of the status of the matter.

21 **PRIMARY ISSUES FOR SETTLEMENT GUARDIAN AD LITEM**

22 The primary issue for this Settlement Guardian Ad Litem is to investigate the
23 facts and issues pertaining to the proposed distribution of the \$180,000.00 to
24

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26 **EYMANN • ALLISON • FENNESSY • HUNTER • JONES**

27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 4

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TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 Kalycia and to make certain recommendations with respect to same. It should be
2 noted that I was not involved in settlement decision to accept the \$500,000.00 in
3 full settlement of all claims. However, I have no reason to believe that the
4 \$500,000.00 was not in the best interest of Kalycia. Attorney Michael Yeager in
5 a letter of November 12, 2002 to Attorney Keith Glanzer has specifically addressed
6 questions concerning possible additional sources of recovery including other
7 insurance policies and the personal assets of the tortfeasor. They concluded that
8 there was no other significant avenues for recovery.
9

10 Questions for the settlement GAL include the following:
11

- 12 1. Which portion of the \$ 500,000.00 should be allocated to Kalycia
13 and what portion, if any, should be allocated to her mother to
14 compensate her for her claims? *Short Answer: \$180,000.00 with*
15 *a net of \$120,000.00.*
- 16 2. With respect to the funds allocated to Kalycia how should such best
17 be paid out? *Short Answer: Structured Settlement over the child's*
18 *normal working life.*
- 19 3. Are the proposed fees to Attorney Glanzer as well as the outstanding
20 costs for which he is to pay reasonable? *Short Answer: the*
21 *standard one-third is deemed reasonable. Mother to be responsible*
22 *for costs and expenses.*
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4 **II. SPECIFIC FINDINGS**

5 **2.1 SETTLEMENT GUARDIAN AD LITEM**

- 6 a. Name of Minor Child: Kalycia Campbell
7 b. Age of Minor Child: Age 3+
8 Date of Birth: 12-28-98
9 c. Address of Minor Child: Spokane, Washington
10 d. Name of Settlement GAL: Richard M. Leland
11 e. Date of Appointment: July 25, 2002 (Spokane County, WA)
12 f. Qualifications of Settlement GAL: I am an attorney and have been
13 practicing law in the State of Washington since 1990. My legal
14 practice involves all major areas of the law including tort litigation,
15 domestic law, probate, and guardianship. For additional reference
16 see my Curriculum Vitae which was presented at the time of my
17 appointment.
18
19 g. Relationship with Parents, Guardians, Insurers, or Attorneys: None
20
21

22 **2.2 INVESTIGATION CONDUCTED**

23 **A. Persons Interviewed/Contacted:**

- 24 1. Kalycia Campbell, the minor child
25

26 **EYMAN • ALLISON • FENNESSY • HUNTER • JONES**

1 9. Correspondence (i.e., Yeager to Glanzer, Glanzer to
2 Insurance Company).

3 10. The Spokane County Superior Court File

4 11. Pleadings and proposed pleadings in the Pennsylvania
5 proceeding.
6

7 ***

8 There is additional information that this guardian ad litem could review if the
9 Court feels it to be necessary. Such includes perhaps medical records for Kalycia
10 which could (but not likely) substantiate that she has special needs and therefore
11 may be deserving of a greater share of the settlement proceeds.
12

13
14 2.3 **INCIDENT AND POTENTIAL LEGAL CLAIMS**

15 The primary legal claim is certainly the negligence on the part of George
16 A. Hixon, the driver of the vehicle in which Kalycia's father was a passenger. As
17 alluded to above, the issue of additional insurance coverage and other assets
18 appears to have been investigated and researched by Attorney Glanzer and
19 Attorney Yeager, who are deemed to be very capable and competent. I have no
20 reason to second guess their findings.
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27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 8

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TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 **2.4 INJURIES, TREATMENT, DIAGNOSIS AND PROGNOSIS**

2 As set forth above, Kalycia was not present at the time of her father's death
3 and therefore has suffered no physical injuries. There is little question that she
4 will suffer from the loss of her father. However, I have no reason to believe that
5 she is not resilient. This belief is enhanced by her young age and the fact that her
6 father was in the military service and stationed away from the child's home in
7 Spokane, Washington. Fortunately, it appears from all indications that her mother
8 is very diligent and has done a good job in assisting her daughter in coping with
9 the death of her father.
10

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13 **2.5 DAMAGES POTENTIALLY RECOVERABLE FOR KALYCIA**

14 Although Kalycia has incurred no medical and related expenses arising out
15 of her father's accident, her damages are significant. She has lost her relationship
16 with her father who would have been able to provide her with fatherly love, care,
17 and guidance. That source is now gone and cannot be replaced. Further, and
18 very importantly, financial support that her father would have provided her is gone
19 including post-secondary education. Fortunately, Kalycia will be receiving Social
20 Security and Veterans Administration benefits to at least the age of majority.
21
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1 **2.6 POTENTIAL LIABILITY OF ALL PERSONS/ENTITIES**

2 Please refer to Paragraph 2.3 above.

3
4
5 **2.7 INSURANCE OR COLLATERAL SOURCES**

6 Please refer to Page 5. The only insurance source for recovery is deemed
7 to be the \$500,000.00 policy with Nationwide Insurance Company.

8
9
10 **2.8 LIEN, SUBROGATION, OR REIMBURSEMENT OF CLAIMS**

11 There are no known liens or reimbursement claims that will have to be paid
12 out of any proceeds that are to be earmarked for Kalycia. In addition, Malaysy
13 and/or the estate will be covering the costs and expenses relating to the Court
14 processes.
15

16
17 **2.9 IDENTIFICATION OF ALL OTHER CLAIMS**

18 There are no known justifiable claims except the claims of Malaysy and the
19 estate who are plaintiff's in this suit.
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3. Amount to Kalycia (\$180,000.00)**

*Out of the \$220,000.00 Malaysy will cover all costs of the court processes and her share of attorney fees on that gross amount. It is also important to point out that Kalycia will indirectly benefit from the settlement going to her mother. A portion of the settlement is being used to purchase a home and also enable Malaysy to be able to stay home and care for Kalycia.

**Out of the \$180,000.00, attorney fees will be deducted leaving \$120,000.00. However, such is the only deduction. The entire \$120,000.00 is proposed to be placed in a Structured Settlement with a highly rated insurance company.

Structured settlements were discussed with Malaysy and she believes that the type that will be in the best interest of Kalycia is that involving periodic lump sum payment after she reaches the age of majority. It appears that Malaysy should be able to provide for Kalycia's needs very adequately during the age of minority. Because none of the \$120,000.00 will have to be accessed for some 14 years, Kalycia will have very significant periodic payments approximately each 5 years upon particularly upon reaching the age of 25. The rationale for no large payment at the age of 18 which is normally the time a child starts college is that it is believed that Kalycia will be eligible for student aid which will be able to be paid off from the lump sums commencing at the age of 25.

2.14 **EXPENSES AND FEES OF SETTLEMENT GAL)**

I request Settlement Guardian Ad Litem fees in the amount of \$1,000.00.

My hourly rate is \$150.00 per hour and I certify that at the conclusion of this matter

I will have at least 7 hours invested in this matter at its conclusion.

EYMAN • ALLISON • FENNESSY • HUNTER • JONES

REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 12

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TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 **2.15 ATTENDANCE AT HEARING ON SETTLEMENT PETITION**

2 A. I see no need for Malaysy or Kalycia to attend provided that Malaysy
3 is available telephonically to address any questions the Court may
4 have.

5
6 B. This Settlement Guardian Ad Litem will be available telephonically
7 at any hearing to respond to questions posed by the Court.

8
9 **2.16 SUBMISSIONS FOR APPROVAL IN OTHER JURISDICTIONS**

10 To my knowledge there have been no other petitions for approval of any
11 minor settlement pertaining to this matter in any other jurisdiction.
12

13
14
15 **III. CONCLUSION**

16
17 As Settlement Guardian Ad Litem for Kalycia Campbell, I recommend
18 approval of the settlement and disbursement of funds which is consistent with this
19 report. I will be available telephonically to address any questions the Court may
20

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26 **EYMANN • ALLISON • FENNESSY • HUNTER • JONES**

27 REPORT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 13

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TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

1 have at any hearing or hearings on this matter.
2

3 RESPECTFULLY SUBMITTED this 14th day of November, 2002
4

5 EYMAN, ALLISON, FENNESSY,
6 HUNTER, & JONES, P.S.

7
8 BY: 

RICHARD M. LELAND, WSBA #19577
Settlement Guardian Ad Litem for
Kalycia Campbell, a minor child
(appointed by the Spokane County
Superior Court)
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26 EYMAN • ALLISON • FENNESSY • HUNTER • JONES

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

MALAYSY H. CAMPBELL, Administratrix of :
the Estate of RYAN C. CAMPBELL, :
deceased, on behalf of the Estate of RYAN C. :
CAMPBELL, deceased and on behalf of the next :
of kin of RYAN C. CAMPBELL, deceased, :

Plaintiff

vs,

GEORGE A. HIXON,

Defendant

No. 2002 - 01185 - CD

AFFIDAVIT

This Affidavit is intended to provide this Honorable Court with sworn testimony regarding your affiant's understanding and intent with regard to the Petition for Allocation of Settlement Proceeds, Attorney's Fees and Costs and for Approval to Settle, Compromise, and Discontinue Wrongful Death and Survival Actions filed contemporaneously with this Affidavit. The affiant therefore states as follows:

1. The Affiant is Malaysy H. Campbell, age 24 who resides at 102 E. Courtland, Spokane, Washington 99207.
2. She was the wife of Ryan C. Campbell, who died in an automobile accident on February 1, 2002 in Sandy Township, Clearfield County, PA.
3. She is also the parent and natural guardian of the only child of the decedent, namely Kalycia MacKenzie Campbell.

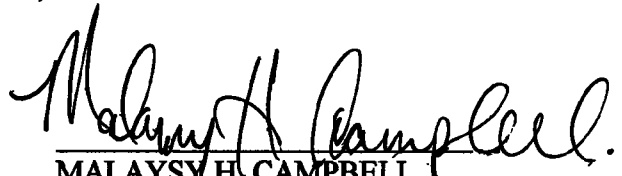
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William A. Shaw
Prothonotary
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4. She was duly appointed administrator of the Estate of Ryan C. Campbell in proceedings filed in Spokane County, Washington at Spokane County Superior Court Cause # 02-4-00160-4. Exemplified copies of the appointment and other related documents are filed herewith.
5. She has thoroughly read and reviewed with her attorney, Keith A. Glanzer, and has received copies of the following pleadings:
 - a. Petition for Allocation of Settlement Proceeds, Attorney's Fees and Costs and for Approval to Settle, Compromise, and Discontinue Wrongful Death and Survival Actions, including the various attached Exhibits;
 - b. Order of the Court Survival Action;
 - c. Order of the Court Wrongful Death Action;
 - d. Consent and Joinder; and
 - e. Report of Washington State Settlement Guardian ad Litem Richard M. Leland Re: Kalycia Campbell, a Minor Child.
6. She has read and reviewed with her attorney, Keith A. Glanzer, The Release of All Claims regarding her release as surviving spouse, the release regarding the Estate of Ryan Campbell and the release regarding her daughter.
7. She further states that she understands that the above executed releases will forever discharge George Hixon, Hixon Lumber & Wood Products and Nationwide Mutual Ins. Co. from any payments other than those outlined in the Order of the Court for the Wrongful Death and Survival Actions.
8. She approves of the settlement and disbursement of the proceeds as stated in the Order of the Court for the Wrongful Death and Survival Actions, to wit, the net sum of One Hundred Twenty Thousand and No/100 Dollars (\$ 120,00.00) paid to her daughter Kalycia Campbell and that the entire \$ 120,000.00 will be used to fund a structured settlement that will not begin to be available to her daughter until

her age 18; the net sum of One Hundred Forty-four Thousand Six Hundred Forty-eight and No/100 Dollars (\$ 144,648.00) paid to herself and sum of Sixteen Thousand (\$ 16,000.00) Dollars to be paid into the Estate of RYAN C. CAMPBELL, deceased.

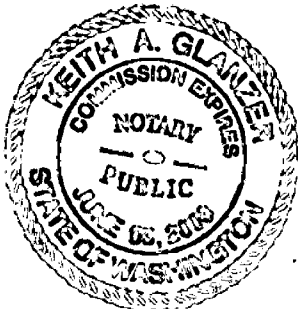
9. She acknowledges that she is completely satisfied with the legal services and fees of her attorneys in this case. She approves the payment, as fair and reasonable, the legal fees and costs for the Wrongful Death Action in the amount of One Hundred Thirty-Three Thousand Three Hundred Twenty-six and No/100 Dollars (\$ 133,326.00), for legal services and the costs, in the sum of Two Thousand Twenty-six and No/100 Dollars (\$ 2,026.00).

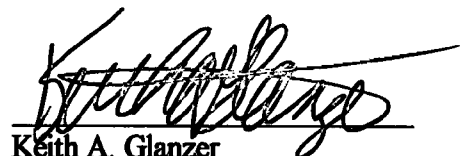

MALAYSY H. CAMPBELL

STATE OF WASHINGTON :
: SS:
COUNTY OF SPOKANE :

On this, the 14th day of November, 2002, before me, the undersigned officer, personally appeared MALAYSY H. CAMPBELL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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




Keith A. Glanzer
Notary Public in and for the State of
Washington, residing at Spokane.
My commission expires: 6/03/03

601 WEST MAIN AVENUE, SUITE 801 • SPOKANE, WA 99201
TELEPHONE: (509) 747-0101 • FAX: (509) 458-5977

2. I was appointed by the Spokane County Superior Court on July 25, 2002. Spokane County is the county where Kalycia Campbell resides.

3. As set forth in my Curriculum Vitae, I am an attorney licensed to practice law in the State of Washington and have been so licensed since 1990. I am in good standing with the bar association.

4. Filed contemporaneous herewith is the "Report of Washington State Settlement Guardian Ad Litem Richard M. Leland Re: Kalycia Campbell, a minor child." I hereby incorporate by this reference that report and its contents.

~~RICHARD M. LELAND~~

SUBSCRIBED to before me this the 14th day of November, 2002.



NOTARY PUBLIC for the State of
Washington, residing at Clayton
My Commission Expires: 9-7-03

EYMAN • ALLISON • FENNESSY • HUNTER • JONES

**AFFIDAVIT OF SETTLEMENT GUARDIAN
AD LITEM RICHARD M. LELAND - 2**

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