

02-1565-CC
IN RE: CODY SCHMOKE et al.

CA

CODY SCHMOKE, a minor, by his
parent and natural guardian,
LONNIE SCHMOKE,

Petitioner

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PA
:

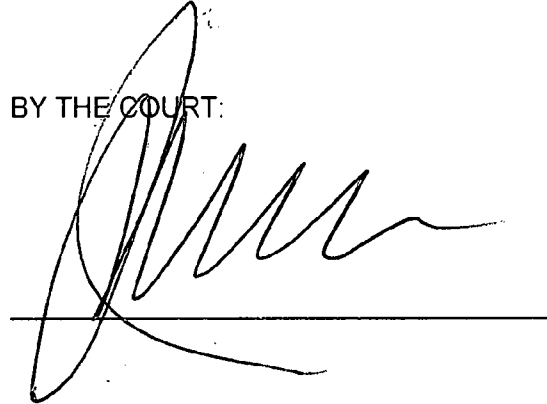
No. 02-1565-CD

RULE RETURNABLE

AND NOW, this 18th day of October, 2002, a Rule is
hereby granted to show cause why the within Petition for Court Approval of Settlement of
a Minor's Claim should not be granted.

This rule is returnable on the 20 day of November, 2002,
at 10:30 a.m./~~p.m.~~ in Courtroom No. 1 at the Clearfield County Courthouse in
Clearfield, Pennsylvania.

BY THE COURT:



FILED

OCT 10 2002

William A. Shaw
Prothonotary

FILED

2cc

Atty Harrison

0/2:35 ~~EX~~
OCT 10 2002

~~EX~~

William A. Shaw
Prothonotary


Petitioner

No. 02-1565-C2

AND NOW, this 20 day of Nov, 2002, upon

1. Payment to Lonnie Schmoke, as parent and natural guardian of Cody Schmoke of a lump sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars by Neil Clarkson and Progressive Insurance, with said funds to be deposited by Lonnie Schmoke into an interest-bearing account on behalf of Cody Schmoke, said funds not to be withdrawn until Cody Schmoke reaches the age of majority on December 19, 2011;
2. Record costs and attorneys fees of McIntyre, Dugas, Hartye & Schmitt, will be paid by Progressive Insurance Company; and
3. Petitioner is hereby granted leave to execute a Release for the benefit of Neil Clarkson and Progressive Insurance Company.

BY THE COURT:



_____ J.

NOV 20 2002

William A. Shaw
Prothonotary

2010-09-10

William A. Shaw
Prothonotary

FILED
NOV 20 2002

100
Amy Harrington
2002

CODY SCHMOKE, a minor, by his
parent and natural guardian,
LONNIE SCHMOKE,

Petitioner

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PA
:
:
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:
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:
:

No. 02-1565-CD

PETITION FOR APPROVAL OF SETTLEMENT OF A MINOR'S CLAIM

AND NOW, comes Petitioner, Lonnie Schmoke, parent and natural guardian of the Minor, Cody Schmoke, and file the within Petition for Approval of Settlement of a Minor's Claim, saying as follows:

1. Your Petitioner is an adult individual residing at P.O. Box 255, Madera, Clearfield County, Pennsylvania.
2. Your Petitioner is the parent and natural guardian of Cody Schmoke born on December 19, 1983, who resides with the Petitioner at the address listed above.
3. On or about August 14, 2001, Cody Schmoke was a passenger in a vehicle driven by his mother, Esther Lines, when there was a collision with the vehicle being driven by Neil Clarkson on S.R. 53 in Decatur Township.
4. At the time of the accident, Neil Clarkson was insured by Progressive Insurance Company, Policy of Insurance No. 60284795-2. (A copy of the Declarations Page for that Policy is attached hereto as Exhibit "A" and incorporated by reference.)
5. In the said accident, the Minor, Cody Schmoke, received personal injuries in the nature of a laceration to the forehead and scalp area.
6. On the date of said accident, Minor, Cody Schmoke, was seen at the

FILED

OCT 07 2002

William A. Shaw
Prothonotary

emergency room of Punxsutawney Area Hospital, where he was treated and released. (A copy of the Punxsutawney Area Hospital chart is attached hereto as Exhibit "B" and incorporated by reference.)

7. Cody Schmoke has been discharged from medical care by and does not anticipate any future medical treatment.

8. All medical bills have been paid by Progressive Insurance Company.

9. Your Petitioner has negotiated a settlement with Neil Clarkson and Progressive Insurance Company for the benefit of minor, Cody Schmoke, the terms of which are as follows:

- a. Payment to Lonnie Schmoke, as parent and natural guardian of Cody Schmoke of a lump sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars by Neil Clarkson and Progressive Insurance, with said funds to be deposited by Lonnie Schmoke into an interest-bearing account on behalf of Cody Schmoke, said funds not to be withdrawn until Cody Schmoke reaches the age of majority on December 19, 2011;
- b. Record costs and attorneys fees of McIntyre, Dugas, Hartye & Schmitt, will be paid by Progressive Insurance Company;
- c. Petitioner is hereby granted leave to execute a Release for the benefit of Neil Clarkson and Progressive Insurance Company;

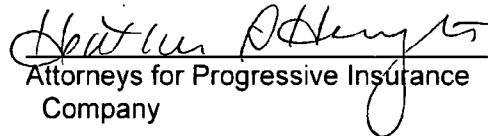
10. Petitioner, Lonnie Schmoke, parent and natural guardian of the Minor, Cody Schmoke, has read and understand the statements in this Petition and agrees to accept the settlement set forth hereinabove in full and complete satisfaction of any and all claims against Neil Clarkson and Progressive Insurance Company for any personal injuries sustained by Minor, Cody Schmoke, on or about August 14, 2001.

11. Petitioner understands and agrees that Neil Clarkson and Progressive Insurance Company deny any and all liability, and that the proposed settlement is not an admission of liability, but under the facts and circumstances pertaining hereto, the settlement offer is the best that can be obtained, and for and on behalf of Minor, Cody Schmoke, should be accepted.

WHEREFORE, Petitioner, Lonnie Schmoke, parent and natural guardian of Minor, Cody Schmoke, respectfully request that this Honorable Court enter an Order approving the compromise and settlement of the claim on his behalf as parent and natural guardian of Minor, Cody Schmoke, upon the terms set forth hereinabove, with distribution to be made in accordance therewith.

Respectfully submitted,

McINTYRE, DUGAS, HARTYE & SCHMITT


Attorneys for Progressive Insurance
Company

Heather A. Harrington, Esquire
PA ID No. 62977
P.O. Box 533
Hollidaysburg PA 16648
ph: (814) 696-3581

PROGRESSIVE NORTHERN INSURANCE COMPANY
P.O. BOX 84825
CLEVELAND, OH 44101-4825

SUTTON INS ASSOC
PO BOX 5
HOUTZDALE PA 16851

NEIL J CLARKSON
R R 3 BOX 768-E
OSCEOLA MILLS PA 16666

PROGRESSIVE®

24 Hour Policy Service 1-800-888-7764
24 HOUR BILLING INQUIRY 1-800-899-8781
24 HOUR CLAIMS SERVICE 1-800-274-4499

PERSONAL AUTO POLICY DECLARATIONS PAGE
FOR NAMED INSURED:

NEIL J CLARKSON
JODY L CLARKSON
R R 1 BOX 788-E
OSCEOLA MILLS PA 16666

POLICY NUMBER: 60284795-2

POLICY PERIOD: 07/05/01 TO 07/05/02

This policy inception the later of:
1. the time the application for insurance is executed on the first day of the policy period; or
2. 12:01 a.m. on the first day of the policy period.
This policy shall expire at 12:01 a.m. on the last day of the policy period.

The following coverages and limits apply to each described vehicle as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements. No change will be effective prior to the time changes are requested.

REASON FOR ISSUANCE: RENEWAL

IF YOU BUY COLLISION COVERAGE, IT DOESN'T APPLY TO VEHICLES RENTED FOR BUSINESS OR FOR 6 MONTHS OR MORE.

VEH#	YR	MAKE - MODEL	SERIAL NUMBER	STATED AMT	DRV#	LISTED DRIVERS	EXCLUDED SR22	RATED
1	1990	TOYOT	SHORT 8E4X4PK JT4RN01P6L7017478		1	NEIL J CLARKSON	NO	YES
2	1984	CHEVR	\$10 BLAZ4X4SW 1GNCT18W9R0106048		2	JODY L CLARKSON	NO	YES
3	1979	FORD	F350 4X4PK F36SCEC1273		3	FAWN M CLARKSON	NO	YES
4	1989	NISSA	PULSAR NX XCP JN1GN34S6KW427716		4			
					5			

COVERAGES AND LIMITS OF LIABILITY					PREMIUMS				
THE COVERAGE IS APPLICABLE ONLY IF A PREMIUM IS INDICATED.					VEH #1	VEH #2	VEH #3	VEH #4	TOTAL
BODILY INJURY & PROPERTY DAMAGE LIABILITY					\$372	\$483	\$330	\$325	\$1,490
BI \$25,000 EACH PERSON - \$50,000 EACH ACCIDENT									
PROPERTY DAMAGE LIABILITY - \$25,000 EACH ACCIDENT									
UNINSURED MOTORIST BODILY INJURY - STACKED					\$15	\$15	\$15	\$15	\$60
\$25,000 EACH PERSON - \$50,000 EACH ACCIDENT									
UNDERINSURED MOTORIST BODILY INJURY - STACKED					\$15	\$15	\$15	\$15	\$60
\$25,000 EACH PERSON - \$50,000 EACH ACCIDENT									
FIRST PARTY BENEFITS									
MEDICAL BENEFITS \$5,000 PER PERSON					\$85	\$73	\$74	\$101	\$333
INCOME LOSS \$1,000 MONTH / \$5,000 MAXIMUM					\$23	\$20	\$20	\$28	\$91
FUNERAL BENEFIT \$2,500 PER PERSON					\$2	\$2	\$2	\$2	\$8
ACCIDENTAL DEATH \$15,000 LIMIT					\$7	\$7	\$7	\$7	\$28
COMPREHENSIVE ACV LESS \$100 DEDUCTIBLE						\$238			\$238
COLLISION OR UPSET ACV LESS \$500 DEDUCTIBLE						\$458			\$458
ROADSIDE ASSISTANCE						\$12			\$12
SEE REVERSE LIMITED TORT PREMIUM BY VEHICLE					\$519	\$1,303	\$463	\$463	
ATTACHMENTS IDENTIFIED BY FORM NO. 9864(0498)					TOTAL POLICY PREMIUM				\$2,776

COUNTERSIGNED: SUTTON INS ASSOC

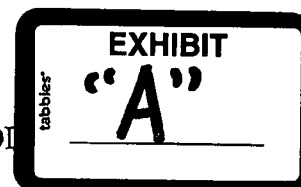
Authorized Representative

Form No. 1113 (8-97)

E-Copy
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12/11/01

PATIENT ID NUMBER: 534966/12723
PATIENT NAME: SCHMOKE, CODY
DATE OF BIRTH: 12-19-1993

EMERGENCY ROOM CONSULTATION

ADMISSION DATE: 08-14-2001
ATTENDING PHYSICIAN: James Mathis, M.D.
CONSULTING PHYSICIAN: Robert E. Steward, Jr., M.D.

PHILIPSBURG AREA HOSPITAL
PHILIPSBURG, PA 16866

HISTORY: Cody Schmoke is a 7-year-old, male child in good health who was the front seat passenger in his mother's care when around noontime they apparently were in a head-on collision. The details of the accident are somewhat sketchy, but it appears that the patient's car and the other car struck somewhere in the neighborhood of 50 mph. The patient and his mother both report that he was wearing his seat belt, but they do not know about whether his shoulder harness was in place. The patient apparently struck something--perhaps the dashboard with his face, and as a result of that injury was brought to the E.R. by the EMT's. He was brought here properly restrained. There was no history of loss of consciousness at the scene. His mother reports he was immediately awake and crying, with bleeding from his forehead. The EMT's report the same thing, that he is accurate and alert with normal vital signs.

Evaluation in the E.R. included skull and neck x-rays which were normal as reported by the radiologist. The patient has a 6 cm, transverse laceration across the left side of his forehead, and because of its complex nature I have been asked to see the patient to evaluate him and consider closing his wound.

Evaluation was done. The patient's physical examination shows an alert, male child somewhat anxious. He has not had any nausea and vomiting. His vital signs are normal. He is a good historian. He remembers his accident. The head is normocephalic with a small contusion and bruising on the right posterior occiput. He has a 6 cm, complex laceration transversely across the left side of his forehead from the midportion of the scalp anteriorly down toward the lateral aspect of his left eyebrow. This is a splitting type injury. I do not think it was caused by any penetration. It has split the skin, fat and subcutaneous tissues down to and including the muscles of expression. There is a small amount of galea showing at the superior aspect of the wound. It is not actively bleeding at this time, and the E.R. staff has properly dressed the wound. The line of injury continues down across the patient's left orbit where he has some abrasion and swelling of the upper and lower eyelids and some bruising lateral to the left orbit. I do not feel any facial bone fractures. His nose seems normal. Oral examination is negative. Ears are clear. Neck is supple, trachea in midline. There is no tenderness. ROM is done actively by the patient and is pain-free and full. The patient's visual acuity was gauged at the bedside, and he does not appear to have any visual problems. EOM are full. There is no nystagmus. Pupils are equal, round and react equally to light and accommodation. The patient denies any foreign body situation or eye pain. Chest is clear to auscultation. The heart has a regular rhythm without murmurs, extra sounds or cardiomegaly. The abdomen is negative. Examination of the limbs is negative for any injury or fracture. Neurologic examination is physiologic. The plantar reflexes are downgoing. DTR's are equal bilaterally. There are no sensory or motor deficits appreciated.

(CONTINUED)



EMERGENCY ROOM REPORT
SCHMOKE, CODY 534966/12723

PAGE 2

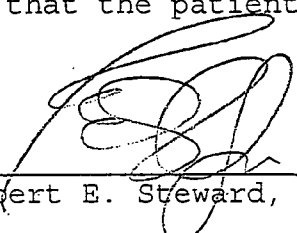
Following my evaluation of the patient, I discussed the problem with his mother at great length. His mother was brought in to the trauma room and was shown his laceration. We discussed the requirement to cleanse and close this under local anesthesia in the E.R. Having discussed with her the risks, limitations, alternatives and benefits of closing this under local, her informed consent was obtained. The patient's laceration was then closed as follows.

With the patient in the supine position in the E.R. trauma room, the forehead was prepped and draped in the usual fashion. The patient has a 6 cm long, full-thickness laceration of the left forehead which begins just inferior to the hair bearing area of the scalp just to the left of the midline and extends transversely down across the forehead to just above the lateral aspect of the left eyebrow. The wound is down to the galea superiorly. Some of the muscles of expression have been avulsed by the splitting type injury. The area was prepped and draped in the usual fashion. The wound was then infiltrated with 1% Xylocaine in small amounts. Adequate local anesthesia was achieved. The wound was then copiously irrigated with sterile saline and Betadine. The wound was again inspected and then closed as follows. The deep tissues were approximated with a limited number of fine chromic catgut sutures which proximated the muscles of expression. The skin was closed with interrupted sutures of 6-0 nylon. The patient tolerated his procedure very well.

His mother was then shown his repaired laceration. She was shown how it was dressed, and we discussed at length the treatment for him at home this evening. The head injury sheet was reviewed with the patient's mother in great detail, and she clearly understands the requirements. The E.R. nursing staff will contact her this evening, both early in the evening and then later tonight for a progress report. The patient's mother has been given the phone number to call if there are any questions or concerns this evening. The patient's dressing is to remain clean and dry. He is to be on limited activity and normal eating. If there is any nausea and vomiting, severe headache or change in his level of consciousness (I discussed this at length with the patient's mother), she will contact us this evening. I have arranged for the patient to see me in the office tomorrow morning at 10 o'clock at the Medical Center to change his dressing and for follow-up evaluation.

The patient's tetanus immunizations are up to date, and he requires nothing now. The mother is instructed to use Tylenol this evening as the label suggests for any minor headache that the patient has. She claims she has Tylenol at home already.

D&T: 08-14-2001
RES/amh

 8/14/01
Robert E. Steward, Jr., M.D. DATE

SENT TO GMC
DATE 08/14/01
TIME _____
BY AMH

**PHILIPSBURG AREA HOSPITAL
210 LOCH LOMOND ROAD
PHILIPSBURG, PA 16866
(814) 342-7112**

534966
E CODY L
1993 814-378-7457
MATHIS JAMES 08/14/01
MATHIS JAMES UNKNOWN
10 12 3

EDM NO 6000380-06 5/01

ROUTINE
STAT
PORTABLE
WHEELCHAIR
STRETCHER
AMBULATORY

PHILIPSBURG AREA HOSPITAL
PHILIPSBURG, PA 16866
RADIOLOGY DEPARTMENT
DIAGNOSTIC I SERVICE REPORT

X-RAY NO. 12723
DATE TO BE DONE 8/14/01
DATE DONE 8/14/01

TECHNICIAN B

*CODES

--	--	--

REQUESTING
PHYSICIAN: Maude

* INP-INPATIENT OPT-OUTPATIENT ER-EMERGENCY CL-CLINIC

EXAMINATION	1 <u>C-spine</u>	6	11
	2 <u>Skull</u>	7	12
	3	8	13
	4	9	14
	5	10	15

Dr. Steward
CLINICAL HISTORY PERTAINING TO SERVICE ORDERED
MVA - head on 55 mph
laceration forehead
front seat belt involved passenger

NAME: SCHMOKE, CODY

X-RAY #: 12723

DATE: 08/14/01

SPINE, CERVICAL, COMPLETE

COMMENTS: The bones are in normal alignment and position. No fractures are seen. Intervertebral disc spaces are maintained. No atlantoaxial subluxation is seen. Prevertebral soft tissues are normal.

IMPRESSION: Normal.

SKULL, LIMITED

COMMENTS: AP and lateral views are submitted. The bony calvarium is intact.

D/T 08/14/01
ABC/nh

Alfred B. Coren, M.D.
Alfred B. Coren, M.D.

Sent GMC
Date 8/15/01
By AmH

Patient's Name SCHMOKE, CODY L

Admit Date 08/14/01

Admit Time 12.45

CONDITIONS OF ADMISSION

1. I, _____ acting on behalf _____ of _____ suffering from a condition requiring hospital care hereby request and authorize the rendering of such care, which may include routine diagnostic procedures and such medical treatment as the named attending physician(s) or others of the hospital's medical staff consider to be necessary.
2. I understand that the practice of medicine and surgery is not an exact science and that diagnosis and treatment may involve risks of injury, or even death. I acknowledge that no guarantees have been made to me as to the result of examination or treatments in this hospital.
3. I understand that it is customary, absent emergency or extraordinary circumstances, that no substantial procedures are performed upon a patient unless and until he/she has had an opportunity to discuss them with the physician or other health professional to the patient's satisfaction; that each patient has the right to consent, to any proposed procedure or therapeutic course, and that no patient will be involved in any research or experimental procedure without his or her full knowledge or consent.
4. I understand that many of the physicians on the staff of this hospital, including the attending physician(s) named above, are not employees or agents of the hospital but, rather, are independent contractors who have been granted the privilege of using its facilities for the care and treatment of their patients. Further, I realize that among those who attend patients at this hospital are medical, nursing, and other health care personnel in training, who unless otherwise requested, may be present during the patient care as part of their education. Still or motion pictures and closed circuit television monitoring of patient care may also be used for educational purposes unless a patient expressly requests otherwise.
5. **Nursing Care:** This hospital provides only general duty nursing care unless, upon orders of the patient's physician, the patient is provided more intensive nursing care. If the patient's condition is such to need the service of a special duty nurse, it is agreed that such must be arranged by the patient or his/her legal representative. The hospital shall, in no way be responsible for failure to provide the same and is hereby released from any and all liability arising from the fact that said patient is not provided with such additional care.
6. **Release of Information:** The hospital will obtain the patient's consent and his/her written authorization to release information, other than basic information concerning the patient, except in those circumstances where the hospital is permitted or required by law to release information. The undersigned agrees that, to the extent necessary to determine the liability for payment and to obtain reimbursement the hospital may disclose portions of the patient's record, including his/her medical records, to any person or corporation which is or may be liable, for all or any portion of the hospital's charges, including but not limited to insurance companies, health care service plans, or Workman's Compensation carriers. Special permission is needed to release this information where the patient is being treated for HIV/AIDS, drug or alcohol abuse.
7. **Personal Valuable:** It is understood and agreed that the hospital maintains a safe for the safekeeping of money and valuables, and the hospital shall not be liable for the loss or damage to any money, jewelry, documents, furs, fur coats and fur garments or other articles of unusual value and small size, unless placed therein, and shall not be liable for loss or damage to any other personal property, unless deposited with the hospital for safekeeping. The liability of the hospital for any personal property which is deposited with the hospital for safekeeping is limited by statute to five hundred dollars (\$500.00) unless a written receipt for a greater amount has been obtained from the hospital by the patient.
8. **Financial Agreement:** The undersigned agrees, whether he/she signs as agent or as patient, that in consideration of the services to be rendered to the patient, he/she hereby individually obligates himself/herself to pay the account of the hospital in accordance with the regular rates and terms of the hospital. Should the account be referred to an attorney or collection agency for collection, the undersigned shall pay actual attorney's fees and collection expenses. All delinquent accounts shall bear interest at the legal rate.
9. **Assignment of Insurance Benefits:** The undersigned authorizes, whether he/she signs as agent or as patient, direct payment to the hospital of any insurance benefits otherwise payable to or on behalf of the undersigned for this hospitalization or for these outpatient services including emergency services if rendered, at a rate not to exceed the hospital's regular charges. It is agreed that payment to the hospital, pursuant to this authorization by an insurance company, shall discharge said insurance company of any and all obligations under a policy to the extent of such payment. It is understood by the undersigned that he or she is financially responsible for charges not covered by this assignment.
10. **Medicare Patient:** Patient's Certification, Authorization to Release Information, and Payment Request. I certify that that information given by me in applying for payment under Title XVIII of the Social Security Act is correct. I authorize any holder of medical or other information about me to release to the Social Security Administration or its intermediaries or carriers any information needed for this or a related Medicare claim. I request that payment of authorized benefits be made on my behalf.

The undersigned certifies that he/she has read the foregoing, received a copy thereof, and is the patient, the patient's legal representative, or is duly authorized by the patient as the patient's general agent to execute the above and accept its terms.

Signature of Patient

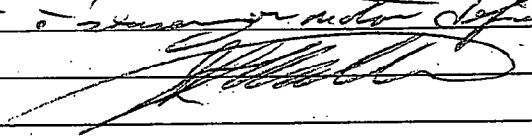
Signature of Witness

If patient is unable to consent or is a minor, complete the following: Patient (is a minor/years of age) is unable to consent because _____

Signature of Legal Guardian or Closest Available Relative

A Friend for Life

534966 24 M
SCHMOKE, CODY L 12723
12/19/1993 7 814-378-7457
MATHIS JAMES 08/14/01
MATHIS JAMES UNKNOWN

DATE/TIME	DISCIPLINE	NOTES SHOULD BE SIGNED
8-12-38 8-14-01	E.R.	P.E. (cont'd) All - non-disturbance, have hands quiet - tenderness on legs. Back - no contour - tenderness on pelvis. L.H. - no contour - tenderness. Wounds - one each x3, P.E. R.R.A. 5 ulat. Strengthen 75 - 100% motor deficits. 

PHILIPSBURG AREA HOSPITAL

PHILIPSBURG, PA 16866



LEVEL I _____
LEVEL II _____
LEVEL III _____
LEVEL IV _____
LEVEL V _____
LEVEL VI _____

534966 24 M
SCHMOKE, CODY L 12723
12/19/1993 7 B14-378-7457
MATHIS JAMES 08/14/01
MATHIS JAMES UNKNOWN

Cody Schmoke

TIME: 1235

ARRIVED: () WALK () WC () CARRY ☒ LITTER ☒ AMB () OTHER _____

INITIALS VS: T 94 P 110 R 01 BP _____ PULSE OX _____ WT 68 TETANUS HX: to date

CHIEF COMPLAINT/HISTORY

*2 1/2 - 3 in laceration forehead - MVA - head on 55 mph
front seat passenger (driver) approx 1200.
abrasion top of head size nickel.*

RX PRIOR TO ARRIVAL:

MEDICATIONS:

ALLERGIES—REACTIONS

Aspirin

None

OD _____ OS _____
OU _____
CONTACTS/GLASSES _____

GLASGOW COMA SCALE

EYES	VERBAL	MOTOR
(4) SPONTAIN	(5) ORIENTED	(6) OBEYS COMM.
(3) TO VOICE	(4) CONFUSED	(5) PAIN-LOCAL
(2) TO PAIN	(3) INAPPROP	(4) PAIN-WITHDR.
(1) NONE	(2) GARBLED	(3) PAIN-FLEXION
	(1) NONE	(2) PAIN-EXTENDS
		(1) NONE

RIGHT SIZE REACTION LEFT SIZE REACTION

☐ BRISK ☐ SLUGGISH ☒ NORMAL

SUBJECTIVE:

LOC () YES () NO
DURATION: _____

VISUAL DISTURBANCE: () YES () NO

CHEST PAIN: () YES () NO

LOCATION: _____

DURATION: _____

RADIATION: _____

DYSPNEA: () YES () NO

COUGH: () YES () NO

PRODUCTIVE: () YES () NO

SYNCOPE: () YES () NO

DIAPHORESIS: () YES () NO

VOMITING: () YES () NO () BLOOD

FREQUENCY: _____

LAST ORAL INTAKE: _____

DIARRHEA: () YES () NO () BLOOD

FREQUENCY: _____

() URINARY FREQUENCY

() URINARY BURNING

TRIAGE ASSESSMENT: OBJECTIVE

AIRWAY: () PATENT () NASAL () ORAL () ET TUBE # _____ O2 _____
BREATHING: () SPONT () ASSISTED BREATH SOUNDS: RT CL LT CL

() RETRACTIONS () USE ACCESSORY MUSCLES
SKIN: ☒ WARM () HOT () COLD () DRY () MOIST () DIAPHORETIC () PALE () CYANOTIC
() MOTTLED () PINK

CARDIO: () JVD RHYTHM: _____ MONITOR: () YES ☒ NO () ALARMS

IV: _____
() PEDAL EDEMA _____ () DISTAL PULSES INTACT _____

SPEECH: () CLEAR () GARBLED () AGE APPROPRIATE () NONE
MUSCULOSKELETAL: ☒ LAC () ABR () PW () STAB () SPRAIN/STRAIN () BURN

SENSATION PRESENT: () YES () NO ROM: () FULL () LIMITED
() SWELLING () DEFORMITY () BRUISING () BLEEDING CONTROLLED

GI/GU: ABD PAIN ☒ YES () NO LOCATION: _____

ABD SOFT: ☒ YES () RIGID () DISTENDED BOWEL SOUNDS: () PRESENT () ABSENT () DEC

VAG BLEEDING: () YES () NO PADS/HR: _____

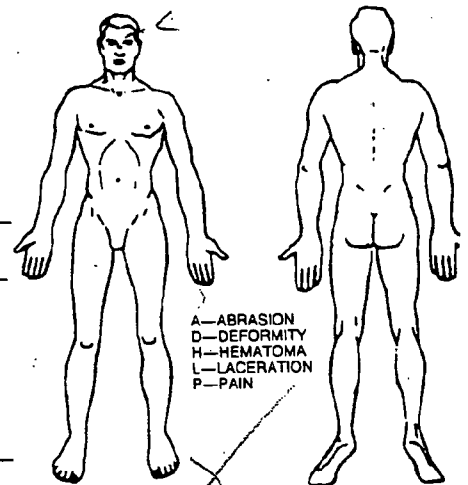
LMP: _____ () HEMATURIA () VAGINAL DISCHARGE () PENILE DISCHARGE

PARA: _____ GRAVIDA: _____ FHT: () YES () NO

BIRTH CONTROL: () YES () NO TYPE: _____

PATIENT DISPOSITION: () ED () CLINIC

NURSE SIGNATURE: _____



A—ABRASION
D—DEFORMITY
H—HEMATOMA
L—LACERATION
P—PAIN

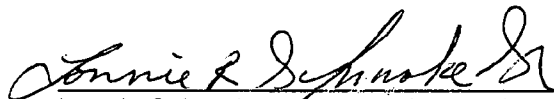
EMERGENCY DEPARTMENT NURSING FLOW SHEET

FORM NO. 15103

VERIFICATION

I, Lonnie Schmoke, parent and natural guardian of Cody Schmoke, minor, do hereby verify that I have read the foregoing **Petition for Approval of Settlement of a Minor's Claim**. The statements therein are correct to the best of my personal knowledge or information and belief.

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


Lonnie Schmoke, parent and natural
guardian of minor, Cody Schmoke

Date: 9-25-02

FILED

NO
EC

M/2:18/24
OCT 07 2007

Atty Harrington

pd. 80.00

William A. Shaw
Prothonotary

MANUFACTURERS AND TRADERS TRUST COMPANY

***** CERTIFICATE OF DEPOSIT *****

DATE: 12/27/2002
OFFICE: Houtzdale Office

CODY L SCHMOKE
ESTHER L LINES, GUARDIAN
LONNIE R SCHMOKE SR, GUARDIAN
236 MAIN ST
RAMEY PA 16671

ACCOUNT NUMBER:	31003912725777
OPENING DEPOSIT:	\$25,000.00
ACCOUNT TERM:	108 Months
INTEREST RATE:	3.10
ANNUAL PERCENTAGE YIELD:	3.15
MATURITY DATE:	12/27/2011

Thank you for choosing M&T Bank.

***** NOT TRANSFERABLE (AS DEFINED IN 12 CFR 204) *****

***** NON-NEGOTIABLE *****

Member FDIC

FILED No CC

JAN 11 09 28
JAN 08 2003

William A. Shaw
Prothonotary

CODY SCHMOKE, a minor, by his
parent and natural guardian,
LONNIE SCHMOKE,

Petitioner

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PA
:

: No. 02 - 1565 - CD
:

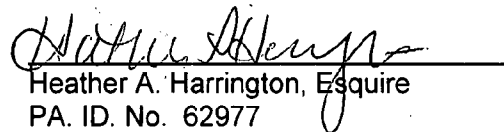
PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned matter as settled and discontinued, with
prejudice.

Respectfully submitted,

MCINTYRE, DUGAS, HARTYE & SCHMITT



Heather A. Harrington, Esquire
PA. ID. No. 62977
P.O. Box 533
Hollidaysburg, PA 16648
814/696-3581

FILED

JAN 08 2003

William A. Shaw
Prothonotary

FILED

NO 22

M 11:09 AM
JAN 08 2003

Disc. to Atty Harrington
copy to CIA

WAS
William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

In Re:

**Cody Schmoke, a minor, by his
parent and natural guardian
Lonnie Schmoke**

No. 2002-01565-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 8, 2003, marked:

Settled and Discontinued with Prejudice

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of January A.D. 2003.

William A. Shaw, Prothonotary