

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

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

Petitioner

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA

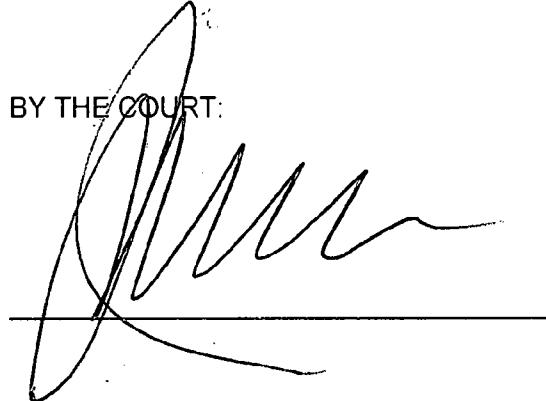
No. 02-1545-cd

**RULE RETURNABLE**

AND NOW, this 16 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./pm. 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

012:35

~~AM~~

OCT 10 2002

~~AM~~

Atty Harrington

*E. A. Shaw*

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

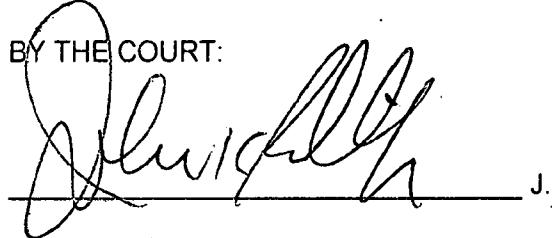
No. 02-1565-CJ

PROPOSED ORDER

AND NOW, this 20 day of November, 2002, upon  
consideration of the within Petition, it is hereby ORDERED, ADJUDGED, and  
DECREEED that the claims of LONNIE SCHMOKE, parent and natural guardian of the  
Minor, CODY SCHMOKE, shall be, and the same are hereby compromised and settled  
on the following terms:

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to be deposited by Lonnie Schmoke into an interest-bearing account on behalf of Cody Schmoke, said funds not to be withdrawn until Cody Schmoke reaches the age of majority on December 19, 2011;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:



**FILED**

NOV 20 2002

William A. Shaw  
Prothonotary

**FILED**

10/29/02

Atty Washington

NOV 20 2002

William A. Shaw  
Prothonotary

22

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-CJ

**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 94825  
CLEVELAND, OH 44101-4625

**PROGRESSIVE®**

SUTTON INS ASSOC  
PO BOX 5  
HOOTZDALE PA 16651

24 Hour Policy Service 1-800-888-7764  
24 HOUR BILLING INQUIRY 1-800-999-8781  
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 768-E  
OSCEOLA MILLS PA 16888

POLICY NUMBER: 60284795-2  
POLICY PERIOD: 07/05/01 TO 07/05/02

This policy inspects 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 changes  
will be effective prior to the time changes are requested.

NEIL J CLARKSON  
R R 1 BOX 768-E  
OSCEOLA MILLS PA 16888

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	SH0RT BE4X4PK JT4RN01P8L7017478		1	NEIL J CLARKSON	NO	NO YES
2	1984	CHEVR	S10 BLAZ4X4SW 1GNC18H9R0166048		2	JODY L CLARKSON	NO	NO YES
3	1979	FORD	F350 4X4PK F38SCEC1273		3	FAWN M CLARKSON	NO	NO YES
4	1989	NISSA	PULSAR NX XCP JN1GN34S8K#427716		4			
					5			

COVERAGES AND LIMITS OF LIABILITY

THE COVERAGE IS APPLICABLE ONLY IF A PREMIUM IS INDICATED.  
BODILY INJURY & PROPERTY DAMAGE LIABILITY  
BI \$25,000 EACH PERSON - \$50,000 EACH ACCIDENT  
PROPERTY DAMAGE LIABILITY - \$25,000 EACH ACCIDENT  
UNINSURED MOTORIST BODILY INJURY - STACKED  
\$25,000 EACH PERSON - \$50,000 EACH ACCIDENT  
UNDERINSURED MOTORIST BODILY INJURY - STACKED  
\$25,000 EACH PERSON - \$50,000 EACH ACCIDENT  
FIRST PARTY BENEFITS  
MEDICAL BENEFITS \$5,000 PER PERSON  
INCOME LOSS \$1,000 MONTH / \$6,000 MAXIMUM  
FUNERAL BENEFIT \$2,500 PER PERSON  
ACCIDENTAL DEATH \$15,000 LIMIT  
COMPREHENSIVE ACV LESS \$100 DEDUCTIBLE  
COLLISION OR UPSET ACV LESS \$500 DEDUCTIBLE  
ROADSIDE ASSISTANCE

VEH #1	VEH #2	VEH #3	VEH #4	TOTAL
\$372	\$483	\$330	\$325	\$1,480
\$15	\$15	\$15	\$15	\$60
\$15	\$15	\$15	\$15	\$60
\$85	\$73	\$74	\$101	\$333
\$23	\$20	\$20	\$28	\$81
\$2	\$2	\$2	\$2	\$8
\$7	\$7	\$7	\$7	\$28
	\$238			\$238
	\$458			\$458
	\$12			\$12

LIMITED TORT

SEE REVERSE

PREMIUM BY VEHICLE

ATTACHMENTS IDENTIFIED BY FORM NO.  
8864 (0498)

TOTAL POLICY PREMIUM \$2,778

COUNTERSIGNED: SUTTON INS ASSOC

Authorized Representative

Form No. 1113 (6-97)

**E-Copy**  
INSURED COPY

PMNE1122001205L1113





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

ADMISSION DATE: 08-14-2001

ATTENDING PHYSICIAN: James Mathis, M.D.

CONSULTING PHYSICIAN: Robert E. Steward, Jr., M.D.

EMERGENCY ROOM CONSULTATION

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 noon time 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)

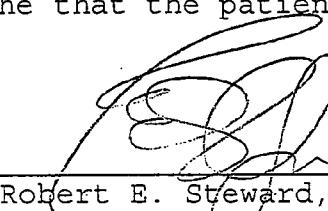
Following my evaluation of the patient, I discussed the problem with his mother at great length. His mother was brought in to the trauma room and was shown his laceration. We discussed the requirement to cleanse and close this under local anesthesia in the E.R. Having discussed with her the risks, limitations, 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 approximated 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 GMG  
DATE 08/14/01  
TIME  
BY AMH

534964 24 M  
STHMAK E. CODY L. 10/23  
17/14/093 7 814-378-7457  
MATHIS JAMES 08/14/01  
MATHIS JAMES UNKNOWN  
10 124923

DATE	TIME	DISCIPLINE	NOTES SHOULD BE SIGNED
8/14/01	8:00 - 2:30 pm		surgical consult dictated. off and off from pt's intra- for no of forehead laceration.
			(P)
8/14/01			clean and dry laceration forehead closed after begin - cleaning in ED. under local anest.
			see dictation. Wound well.
			(E)
			X

ROUTINE
STAT
PORTABLE
WHEELCHAIR
STRETCHER
AMBULATORY

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

TECHNICIAN B

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

CODES

REQUESTING PHYSICIAN: Parde

\* INP-INPATIENT

OPT-OUTPATIENT

ER-EMERGENCY

CL-CLINIC

▼	1 <u>SPINE</u>	6 <u>      </u>	11 <u>      </u>
SER	2 <u>SKULL</u>	7 <u>      </u>	12 <u>      </u>
REQUESTED	3 <u>      </u>	8 <u>      </u>	13 <u>      </u>
TESTED	4 <u>      </u>	9 <u>      </u>	14 <u>      </u>
▼	5 <u>      </u>	10 <u>      </u>	15 <u>      </u>

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

Sent G.M.G.  
Date 8/15/01  
By ABH

Alfred B. Coren, M.D.

Patient's Name SCHMOKE, CODY L. [REDACTED]  
Admit Date 08/14/01  
Admit Time 12.45

## CONDITIONS OF ADMISSION

1. I, [REDACTED] acting on behalf [REDACTED] of [REDACTED] 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 \_\_\_\_\_

*of Esther L. lines*

Signature of Legal Guardian or Closest Available Relative



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

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>P.E. (cont'd) Abd - non-lit - tender, bowel sounds quiet - tenderness on palp. Back - ml contusion - tender on palp. Elf - ml contusion - tender. Wounds - one laceration x 3, PERCRA 5 flat Strength 75 - stronger on motor left side.</p> <p><i>J. Miller</i></p>

PHILIPSBURG  
AREA  
HOSPITAL

PHILIPSBURG, PA 16866



TIME: 1235

ARRIVED:  WALK  WC  CARRY  LITTER  AMB  OTHER  
INITIALS VS: T 96 P 110 R 21 BP \_\_\_\_\_ PULSE OX \_\_\_\_\_ WT 68 # TETANUS HX: to date

CHIEF COMPLAINT/HISTORY

2/2 - 3 AM laceration forehead - 100% - Head on SS model  
front seat passenger (7) is blamed approx 1200.  
abrasion top of head size 1x1

RX PRIOR TO ARRIVAL:

MEDICATIONS:

ALLERGIES—REACTIONS

Atenol

None

• • • • • •  
1 2 3 4 5 6 7 8  
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  ETTUBE # 02

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  GARBED  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

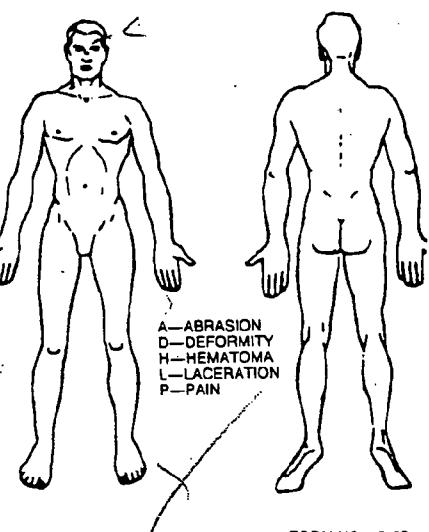
PARA: \_\_\_\_\_ GRAVIDA: \_\_\_\_\_ FHT:  YES  NO

BIRTH CONTROL:  YES  NO TYPE: \_\_\_\_\_

PATIENT DISPOSITION:  ED  CLINIC

NURSE SIGNATURE: Flamingo

EMERGENCY DEPARTMENT NURSING FLOW SHEET



**I.V. FLUIDS      TOTAL INTAKE:      OUTPUT:      MEDICATIONS**

PATIENT DISPOSITION:  HOME      REFERRAL:  HOME HEALTH  
 TRANSFER       SOCIAL SERVICES  
 ADMISSION       MHMR

INITIALS \_\_\_\_\_ SIGNATURE ( ) FMD \_\_\_\_\_

**DISCHARGE INSTRUCTIONS TO:**

BY: Dashka L

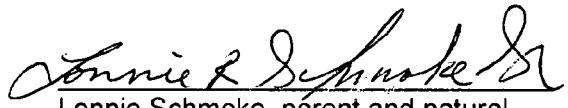
DISCHARGED:  AMBULATORY  WHEELCHAIR  
 CARRIED  CRUTCHES  OTHER

HOME BY:  PRIVATE AUTO  AMBULANCE

**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  
cc

Oct 7 1864

Atty Hasmington

pd. 80.00

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-CJ

**PROOF OF DEPOSIT**

TO THE PROTHONOTARY:

Please file the attached Proof of Deposit of proceeds from this Court-approved  
settlement.

Respectfully submitted,

MCINTYRE, DUGAS, HARTYE & SCHMITT

*Heather A. Harrington*  
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

# 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

3 11 09 2003  
JAN 08 2003

*W.A.S.*  
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*  
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 cc

11:09 AM  
JAN 08 2003  
Disc. to Atty Harrington  
Copy to CLA

*cc*  
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