

03-1602-CD
IN RE: BRANDT BECK

CA

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

BRANDT BECK, a minor, by TRACY and No. 03-1602-CD
CARL BECK, his parents and natural
guardians,

Petitioners

**SECOND PETITION FOR APPROVAL
OF SETTLEMENT OF A MINOR'S
CLAIM**

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

EDGAR SNYDER & ASSOCIATES, LLC
Regency Square
2900 Old Route 220
Suite 201
Altoona, PA 16601

(814) 942-3699

FILED ^{ice}
m/2:42/04 ^{Atty Smith}
SEP 01 2004

^{WAS}
William A. Shaw
Notary/Clerk of Courts

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

BRANDT BECK, a minor, by
TRACY and CARL BECK, his parents
and natural guardians,

Petitioners

No.: 03-1602-CD

FILED

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SEP 09 2004

ORDER OF COURT

William A. Shaw
Prothonotary

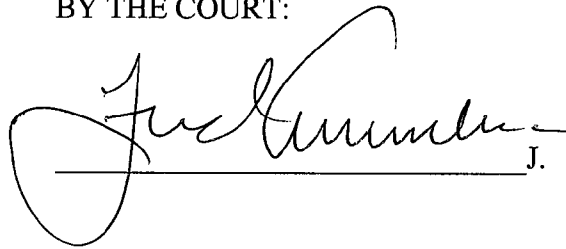
AND NOW, to wit, this 7 day of September, 2004, it is hereby Ordered
that the underinsured motorist claims of the minor Petitioner, Brandt Beck, arising out of a
personal injury accident which occurred on August 12, 2002, may be settled for the sum of One
Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00).

- a. It is Ordered that the net settlement proceeds of One Hundred Twelve Thousand
Two Hundred Sixteen Dollars and 67/100 (\$112,216.67) shall be distributed to
Tracy and Carl Beck, parents and natural guardians of Brandt Beck, a minor.
Said check to be forwarded directly by Nathaniel B. Smith, Esquire, to a bank
which is federally insured or whose deposits are backed by the full faith and credit
of the United States Government, and that said funds be deposited in an account
in the minor Petitioner's own name with an express restriction that no funds may
be withdrawn until the minor Petitioner achieves the age of eighteen (18), unless
otherwise authorized by an Order of Court of the Common Pleas of Clearfield
County.
- b. It is further Ordered that the sum of Thirty Seven Thousand Five Hundred Dollars
and 00/100 (\$37,500.00) shall be paid to the law firm of Edgar Snyder &

Associates, LLC, for their fee in this matter. Costs totaling Two Hundred Eighty-three Dollars and 33/100 (\$283.33) are also approved.

- c. Petitioners Tracy and Carl Beck are the persons authorized to execute all necessary documents on behalf of the minor Petitioner, Brandt Beck.
- d. Counsel for the Petitioners shall provide this Court with proof of the deposit of the net settlement proceeds received by the minor Petitioner, Brandt Beck, within sixty days (60) from the date of this Order of Court.

BY THE COURT:



A handwritten signature in black ink, appearing to read "Judge Kenneth J. [unclear]", is written over a horizontal line. The signature is stylized and cursive.

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

BRANDT BECK, a minor, by
TRACY and CARL BECK, his parents
and natural guardians,

No.: 03-1602-CD

Petitioners

PETITION FOR APPROVAL OF SETTLEMENT OF A MINOR'S CLAIM

AND NOW, come the Petitioners, Brandt Beck, a minor, by and through his parents and natural guardians, Tracy and Carl Beck, by and through their attorneys, Edgar Snyder & Associates, LLC and Nathaniel B. Smith, Esquire, for approval of the underinsured motorist claim settlement relative to the minor Petitioner, Brandt Beck.

1. The minor Petitioner, Brandt Beck, sustained serious injuries while traveling as a passenger in a vehicle which was struck by a vehicle failing to stop for a posted stop sign. The involved accident occurred on August 12, 2002 at the intersection of State Route 219 and State Route 3004, Burnside Township, Clearfield County, Pennsylvania.
2. As of the date of the within accident, minor Petitioner Brandt Beck resided with and continues to reside with his parents, Tracy and Carl Beck at 585 Berwinsdale Road, Irvona, Pennsylvania. As of the date of the within accident, minor Petitioner Brandt Beck was ten years old with a date of birth of August 23, 1991.
3. The minor Petitioner was life flighted to the Altoona Hospital; due to extensive facial trauma, cornea injury, neck injury, shoulder and hand injury, the minor child was admitted to the hospital for surgical repair of his injuries.

The minor Petitioner was taken to the operating room for repair of the multiple irregular avulsive lacerations of the face, a six centimeter vertical avulsive laceration of the forehead and repair of the irregular penetrating laceration at level two of the anterior cervical region and carotid sheath; also repaired were lacerations to the right cheek, lower lip and the nasal dorsum. The facial lacerations required significant debridement and closure of the wounds. The surgical and plastic repair was done under general anesthesia by Dr. Augusto Delorme with assistance by Dr. Thomas Bass. The surgical procedure went well and the minor Petitioner was discharged from the hospital on August 14, 2002 with instructions to follow with several of the physicians who had seen him in consult while in the hospital.

The minor Petitioner was followed by Dr. Andrew W. Gurman, Blair Orthopedic Associates, while he was at the Altoona Hospital and after his discharge for complaints of left wrist and hand pain. X-rays taken of the left forearm, wrist and hand on August 12, 2002 were negative for fracture; there was tenderness in the palm of the left hand. Range of motion exercises were recommended and the minor Petitioner was restricted from gym class and contact sports through September 4, 2002. A copy of the office note from Dr. Andrew W. Gurman dated September 4, 2002 is attached hereto and incorporated herein as Exhibit 'A'.

The minor Petitioner was also seen by Dr. David M. Welker, Blair Orthopedic Associates, for left shoulder pain while at the Altoona Hospital. Multiple x-rays of the left shoulder and clavicle taken on August 14, 2002 revealed a grade II

dislocation of the acromioclavicular joint. A sling was provided for comfort and range of motion exercises were demonstrated for the minor Petitioner. The minor Petitioner continued to follow with Dr. Welker for the left shoulder injury and on August 19, 2002 additional x-rays were taken which demonstrated proper alignment of the left shoulder.

As a result of the within accident, the minor Petitioner sustained a superficial injury to the cornea of his left eye. He was seen by Dr. Robert Budd, Altoona Ophthalmology Associates, on August 13, 2002 while in the hospital. Dr. Budd prescribed Erythronycin ointment to be applied to the lower eye lid of the left eye four times daily. The minor Petitioner was seen in a follow up appointment with Dr. Budd on August 20, 2002; at that time the left eye was much improved, vision was clear, with no associated burning or pain to the eye. A copy of the office note from Dr. Robert Budd, dated August 20, 2002 is attached hereto and incorporated herein as Exhibit 'B'.

Also as a result of the motor vehicle accident, minor Petitioner sustained fractures to the enamel of four teeth. The minor Petitioner was followed by Laura J. Rizzo, D.M.D. on August 16, 2002 and August 22, 2002; medication prescribed was to be used for a two week period. The minor Petitioner had no other soft tissue complications or symptoms relative to his teeth. A copy of the office notes from Dr. Laura J. Rizzo relative to the two office visits are attached hereto and incorporated herein as Exhibit 'C'.

The minor Petitioner treated with his family physician, Dr. James Fugate, DuBois, Pennsylvania, in September, 2002. Dr. Fugate treated the minor Petitioner for

headaches after the within accident. A cat scan of the head was taken at DuBois Regional Hospital and the headaches resolved. A copy of the office note from Dr. James Fugate, DuBois Regional Medical Group, dated September 22, 2002 is attached hereto and incorporated herein as Exhibit 'D'.

Minor Petitioner was also seen in follow up appointments by Dr. Augusto N. Delorme. The scarring from the lacerations to the forehead and lower neck area have healed, however, Dr. Delorme advised the parents that further fading of the forehead scar should occur or light dermabrasion of the scar could be a consideration in the future.

The minor Petitioner continued to treat with Dr. Augusto N. Delorme for the forehead laceration and associated cysts which developed on his forehead. Dr. Delorme continued to treat the minor Petitioner from January 30, 2004 through June 16, 2004. A copy of the office notes from Dr. Delorme are attached hereto and incorporated herein as Exhibit 'E'.

On February 17, 2004, minor Petitioner underwent outpatient surgery at Bon Secours Holy Family Hospital for excision of a cyst on his forehead resulting from the laceration to the underlying frontalis muscle resulting in atrophy of the muscle and associated subcutaneous tissues in a small area, multiple small subcutaneous inclusion cysts developed resulting in the excision. As noted by Dr. Delorme, the minor Petitioner may choose to undergo cosmetic surgery to further improve residual deformities resulting from the injury to his forehead. A copy of the narrative report of Dr. Delorme, dated June 30, 2004, outlining possible

cosmetic surgery procedures for future consideration by the minor Petitioner is attached hereto and incorporated herein as Exhibit 'F'.

4. Counsel for the Petitioners received a policy limits settlement offer of Fifteen Thousand Dollars (\$15,000.00), from American Independent Insurance Company applicable to the liability insurance coverage on the vehicle which struck the Beck vehicle. The Honorable John K. Reilly, Jr. approved the liability settlement on November 12, 2003.

5. At this time, State Farm Insurance Company has offered their underinsured motorist limits of coverage totaling One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00). It is proposed that the underinsured motorist settlement for the minor Petitioner, Brandt Beck, be apportioned as follows:

Fee to the law firm of Edgar Snyder & Associates, LLC (25% contingent fee as per Power of Attorney)	\$37,500.00
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Reimbursement of costs to the law firm of Edgar Snyder & Associates, LLC	\$ 283.33
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Net settlement to be placed into a restricted account for the minor Petitioner, Brandt Beck	<u>\$112,216.67</u>
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For a total of	\$150,000.00
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6. Petitioners request that the net settlement proceeds of One Hundred Twelve Thousand Two Hundred Sixteen Dollars and 67/100 (\$112,216.67) be deposited in an account which is federally insured or backed by the full faith and credit of the United States Government and that said funds be deposited in an account in the minor Petitioner's own name with the express restriction that no funds may be withdrawn until the minor Petitioner achieves the age of eighteen (18), unless otherwise authorized by an Order of Court of the Common Pleas of Clearfield

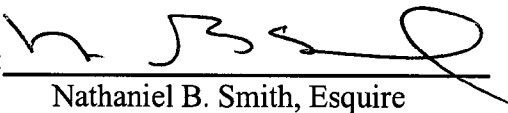
County. Therefore, the account relevant to the minor Petitioner, Brandt Beck, shall be restricted until his 18th birthday on August 23, 2009.

7. Counsel for the Petitioners has also been in contact with the hospital and physicians who evaluated and treated the minor Petitioner. Counsel for the Petitioners has been able to document the personal injury claim on behalf of the minor Petitioner for State Farm Insurance Company, from which the underinsured motorist settlement was received.

WHEREFORE, counsel for the Petitioners request that this Honorable Court approve the underinsured motorist settlement, proposed distribution, and attorney's fees and costs as set forth herein.

Respectfully submitted,

EDGAR SNYDER & ASSOCIATES, LLC

By: 
Nathaniel B. Smith, Esquire

Patient Name: Brandt Beck
Chart Number: 0347507-0001
DOB: 08/23/91

09/04/2002

ANDREW W. GURMAN, M.D.

ON FOLLOW-UP VISIT

No complaints. He has full range of motion of his left hand. There is no tenderness. There is no swelling.

X-rays of the left hand taken today show a healing fracture of the 4th metacarpal. There is a line in the 3rd metacarpal seen on the oblique view that may represent a non-displaced healing fracture there as well.

Clinically, he is doing well. No further intervention is indicated. His father asked me about whether or not he should go back to playing football. I told him that I thought that 3 weeks after an AC separation and a fracture of at least one metacarpal is a little early to be considering football. Follow up with me will be on a PRN basis.

090402AWG51xyz000347507

Page 1

PLAINTIFF'S
EXHIBIT

A

213
219
Name Brandt Beck Age 10 DOB 8/23/91 Date 8-20-02

Follow Up of FB in OS

CC:

HPI:

PROS:

pt states va seems fine, OS doing
much better. @ FBS. @ pain. @ burning.

ORx:

9:30 Erythromycin oint
OS Qid

Vision: OD: 20/20
SC OS: 20/25-2

ph: OD:
OS:

Near: OD:
OS:

Color: OD:
OS:

Current RX: OD:
OS:

Amsler grid: OD:

OS:

Manifest: OD:
OS:

Pupils: ☒ PERRL w/ no APD
CVF: ☒ OD full ☐ OS full
Motility: ☐ full ☐ orthophoria

☒ Orientation X 3
☒ Mood/Affect - normal

Gonioscopy:

		NOR MAL	
		R	L
Orbit			
Lids			
Lacrimal glands			
Lacrimal drainage			
Preauricular LN			
Slit Lamp:	Conjunctiva		
	Cornea		
	epithelium		
	stroma		
	endothelium		
	AC: depth		
	cell / flare		
	Iris		
	Lens:		
	clarity		
	cortex		
	nucleus		
	Ant vitreous		
Fundi:	Discs		
	C / D		
	Maculae		
	Vessels		
	Periphery		
	Vitreous		

Visual fields:

Dilation:

IMPRESSION:

PLAN: ☒ Send Letter

PLAINTIFF'S
EXHIBIT

B

Name

Brandt Beck

Birthdate

8-23-91

Sex

M

DATE	PROGRESS NOTES
5-26-00	Pt explains pain w/ eating (UL). I cfx's decay non-restorable. Pt. Lim "I". Anest 26 carb x o.s. camp Extract "I" Post op instructions to g-mother. Patient very cooperative. <i>SP</i>
6-23-00	Pt. rescheduled and dentist dismiss due to earlier ^{subling} post ext. <i>SP</i>
7-14-00	ETP TFA Eruption #11, 14, 19, 30, 22-26 7-10 present 6mm overjet, 4mm overbite, anterior open bite 7-10 flared facially. OH good Rec can sealants 1st molars 6mth recall. <i>SP</i>
12-7-00	Sealant placed 3, 14, 19, 30 <i>SP</i>
1-18-01	Pt CANCEL ETP, will call to reschedule
4-27-01	ETP TFA OH good. Ant max overjet 6mm ortho to 4mm. Rec ortho 7-10 flared facially, - skeletal. Extra w/L coronal top <i>SP</i>
11-1-01	ETP TFA OH good eruption OK no sealants. Ortho status same as last visit. Rec ortho tx. 6mth recall <i>SP</i>
5-2-02	ETP TFA OH good all permanent dentition present except 2 nd molars. max overjet 6mm overbite 4mm, 7-10 spacing & flared slightly. Rec ortho again. <i>SP</i>
8-16-02	Pt was in auto accident 8-12-02. Deep lacerations wounds to head and neck surgically repaired - trauma to face. Exam, #21, 22, 23 Incisor fx in enamel only "18 mc fx in enamel. C/I mobility 9-12 21-23. Pt. report only mild and sensitivity, soft tissue w/L, Re soft diet, fluid as painless to & normal in Turk. <i>SP</i>
8-22-02	Pt report cold Sensitivity #10. Exam shows @ perianth #11, 10, + #10 has enamel fx line mixed mixed 1/3 of lingual surface PA's # 11, 23-26. Watch #10 for pulpal Symptoms. Disperse Ruxdent 500 plus for night use To return 10-14 days for re-eval unless symptomatic. No soft tissue complications. <i>SP</i>

PLAINTIFF'S
EXHIBIT

PROGRESS NOTE

DUBOIS REGIONAL MEDICAL GROUP P.C. 529 SUNFLOWER DRIVE DUBOIS, PA. 15801

DATE: 9/20/91 NAME: Brad Beck D.O.B: 9/19/91 AGE: 11y PHONE #: 672-3972

CHIEF COMPLAINT: Headache 2 days

ALLERGIES: NCA

MEDICATIONS: _____

Adul
Sinuses med
IBR on head
tried

NURSE: Map

ACCOMPANIED BY: mom + Dad

PMH/FHX/SHX Reviewed

☐ No changes - See Problem List/Flowsheet/Care Plan

☐ Changes _____

MEDICATIONS REVIEWED ☒ No changes - See Med List

Y	N	SYMPTOMS	HISTORY PRESENT ILLNESS
		FEVER / CHILLS	
		WEIGHT LOSS / GAIN	
		ANOREXIA	
		FATIGUE	
		BODY ACHES	
		EYE DISCHARGE / DRAINAGE	
		EARACHE	
		SORE THROAT	
		POST NASAL DRIP	
		COUGH	
		WHEEZE	
		ABDOMINAL PAIN	
		NAUSEA / VOMITING <u>once last night 2 days</u>	
		DIARRHEA / CONSTIPATION	
		URINARY FREQUENCY / DIFFICULTY	
		JOINT PAIN	
		HEADACHE <u>2 days (const)</u>	
		DIZZINESS	
		LACERATION / INJURY	

RSS Mg/Plated
History mva month ago.
P

concordance
Epi flight
action

PLAINTIFF'S
EXHIBIT
D

TEMP: 97 WEIGHT: 107# HEIGHT: _____ PULSE: _____ RR: _____

Appearance ☐ NAD
HEENT: ☐ Conjunctivae & lids ☐ Pupils & Irises ☐ External ears & nose
☒ TMs ☐ Hearing ☐ Nasal mucosa septum, turbinates ☐ Lips & gums
☐ Oropharynx
NECK: ☐ Neck ☐ Lymph nodes
RESP: ☐ Respiratory effort ☐ Percussion ☐ Auscultation ☐ Palpation
CV: ☐ Auscultation ☐ Pulses
GI: ☐ Masses, tenderness ☐ Liver, spleen ☐ Hernia ☐ Auscultation
GU: ☐ Discharge/drainage ☐ Swelling ☐ Tanner Score _____
LYMPH: ☐ Neck ☐ Axillae ☐ Groin
MUSC: ☐ ROM ☐ Strength & tone
SKIN: ☐ Inspection ☐ Palpation
NEURO: ☐ Reflexes ☐ Sensation

ABNORMAL FINDING

Swart picked
neck
neck supply
chest etc

Tylenol 2 wk
stop 10:30

Instructions: ☐ Call if no improvement/worse

☐ Rx given stat CTE enhanced CBC diff

☐ Referrals/labs/studies needed _____

☐ Information given: _____

☐ RTO _____ weeks _____ months _____ pm

Diagnosis: 1. headache 2. slp mva 3. _____ 4. _____

no football
at least

Beck, Brandt

1/30/04 - 30603 The pt. has lost his tan, and the scar appears a little paler than the surrounding skin, and it's certainly not very noticeable and is very thin. I don't think that we are going to gain much by doing a dermabrasion. He has a small inclusion cyst on the edge of the scar at the inferior end, and this should be removed. The scars on the neck are very much improved. The horizontal scar is flattened and in a crease; thus, it will become less and less noticeable as time goes by. The ones in the submental region are not noticeable at all. He has an area of subcutaneous tissue atrophy to the right of the scar when he wrinkles his forehead particularly. A number of things could be done, one of them being to try and cut the scar tissue utilizing a needle or a small straight knife, but again we don't know whether he is going to reform scar tissue again. I advised him to try exercising and strengthen the muscle of the forehead to see what will happen because even if the surrounding muscle becomes stronger and perhaps temporarily more noticeable, once he seizes the exercises then it should come back down to normal size and will not be as noticeable as it is now and not any worse. Consideration will need to be made to considering injecting some bulging material such as collagen, but again there is a risk of an allergy to collagen and the fact that collagen, which is not of his own body, is not going to last very long. Autogenous collagen will have to be prepared, and again that is a question mark. He is to try the exercises. I'll remove the cyst and then re-evaluate things again in the summer, after he has been out in the sun and hopefully the tanning will increase the pigmentation in the scar and make it be less noticeable.

LUD

2/23/04 - 30603 The pt. underwent what I thought was excision biopsy of a small cyst on the forehead under local anesthesia as an outpt. on 2/17/04. On exam. today, to my surprise, the cyst has recurred. It was removed today under topical anesthesia utilizing Emla Cream. A steri-strip was placed on the small incision that was performed. The pt. will be re-evaluated in one week again.

LUD

3/10/04 - 30603 The small cysts have very quickly recurred on the scar on the forehead. On close inspection today another little cyst appears to be developing at the superior portion of the scar just at the hairline. I have no idea why he is developing these little cysts. I advised the mother to do nothing, and I'll re-evaluate him in 3 months. If it appears that it is growing in size significantly and/or gets infected I advised the mother to contact the office immediately; otherwise in 3 months I'll consider doing either a dermabrasion of the area of the cysts since now there are 2 as well as maybe the scar or else do Candella laser dermabrasion.

LUD

6/16/04 - 30603 The pt. is doing well. The scar continues to fade away. He is getting at an age now that he is developing a few little pimples throughout his face but more concentrated on his forehead that are becoming a little prominent. I suggest doing nothing at the present time. The irregularity and indentations he has in the frontalis muscle on the right side I don't think will require any sophisticated treatment unless he notices it and becomes very conscious about it, and then the use of a filling agent such as Restalain or Radiance that are new agents for this purpose could be utilized. I will not even consider using any lasering because of the fact that he has significant pigmentary changes in the summer time as well as the fact that the mother has noticed and called to my attention some actual pigmentary loss in the area of indentation of the right frontal muscle. The mother was advised to let me re-evaluate his forehead in about a year to see how things are coming. If she notices anything very unusual she is to contact the office.

LUD

PLAINTIFF'S
EXHIBIT

A

AUGUSTO N. DELERME, M.D., F.A.C.S., P.C.

615 Howard Avenue
Executive House
Altoona, Pennsylvania 16601
Telephone: (814) 944-9471
Fax: (814) 944-6094
E-mail: Doctor@Delerme.com

**PLAINTIFF'S
EXHIBIT**

B

Otolaryngology

Head and Neck Surgery

June 30, 2004

Nathaniel B. Smith
Attorney at Law
Edgar Snyder & Associates
2900 Old Route 220, Suite 201
Altoona, PA 16601

Re: Brandt M. Beck
File: 341221

Dear Mr. Smith:

I acknowledge receipt of your letter of June 17, 2004 requesting some information regarding the above-captioned patient.


As you mention in your letter, this young man has had excellent cosmetic improvement of the injuries sustained to the forehead in the motor vehicle accident of August 12, 2002. As expected from any incisions and/or lacerations of the skin, scars are going to be formed that may be more or less noticeable depending on the nature of the healing process abilities of the individual. The scar at present is minimally noticeable. Associated with the laceration the patient had an injury to the underlying frontalis muscle that resulted in atrophy of the muscle and associated subcutaneous tissues in a small area. As a result of this an area of indentation is made noticeable when the patient's frontalis muscle contracts (this being a voluntary controlled muscle). Besides the indentation associated with this area of atrophy there is also early changes of hypopigmentation in the area that becomes indented on voluntary contraction of the frontalis muscle on the right side. The patient has also developed multiple small subcutaneous inclusion cysts in the area of the forehead that are a little more prominent in relationship to the oblique scar that is present in the forehead. These, I believe, are secondary to obstructed sweat glands or sebaceous glands and have no relationship to the injuries this child sustained.

In response to your question regarding future therapy in an effort to correct the residual deformities resulting from the injury in the region of the forehead, there are different avenues of treatment. Regarding the area of depression and atrophy of the frontalis muscle, one avenue of treatment would be the use of Botox to paralyze the frontalis muscle and, thus, preventing it from contracting and creating the indentation associated with the contraction. Of course Botox injection will also then need to be utilized

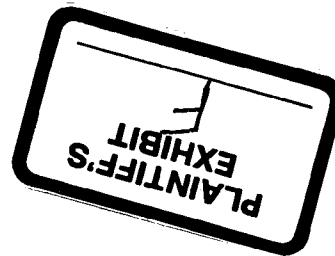
on the opposite side so that the paralysis in the muscle will be identical. Another avenue would be fat injection in an effort to fill the depression defect. Fat injection, of course, is very unpredictable because of absorption of the fat, and even though results may be excellent there is always that possibility that the amount of fat injected subcutaneously may continue to atrophy with recurrence of the indentation. A third avenue would be using a filler such as Collagen, Restylane or Radiance and/or any other filler agent that may come later on, again in an effort to eliminate the indentation created by the muscle atrophy. The duration of these materials vary from 6 months to 2+ years and will need to be reapplied. The area of the scar itself can be improved by the use of non-invasive laser surgery utilizing pulse dye laser. Some of the therapies including Botox, Restylane, Radiance and fat injections may need to be repeated at various intervals that may be from 6 months to 2 years. The cost of these therapies may range from as low as \$800 up to \$5,000 each time they are required. Of course not all will be done at the same time, as noted above, and the intervals may be between 6 months and 2 years.

I hope I have answered all your inquiries. If you have any further questions please do not hesitate to contact me.

Sincerely yours,

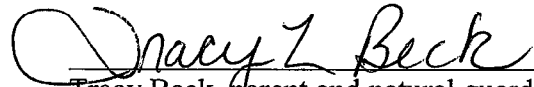

Augusto N. DeLorme, M.D., Esq.

AND:mks
Enc.

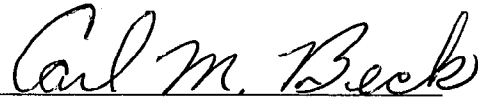


VERIFICATION

We hereby verify that the foregoing averments of fact are true and correct and based upon our personal knowledge, information or belief. We understand that these averments of fact are made subject to the penalties of 18 Purdons Consolidated Statutes Section 4904, relating to unsworn falsification to authorities.



Tracy Beck, parent and natural guardian
of Brandt Beck, a minor



Carl Beck, parent and natural guardian
of Brandt Beck, a minor

Date

8/28/04

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

BRANDT BECK, a minor, by TRACY and No. 03 - 1602 CD
CARL BECK, his parents and natural
guardians,

Petitioner,

PROOF OF DEPOSIT

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

EDGAR SNYDER & ASSOCIATES, LLC
Regency Square
2900 Old Route 220
Suite 201
Altoona, PA 16601

(814) 942-3699

FILED ^{EOK}
M & D BA NoLL
OCT 15 2004

William A. Shaw
Prothonotary

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

BRANDT BECK, a minor, by
TRACY and CARL BECK, his parents
And natural guardians,

No.: 03-1602 CD

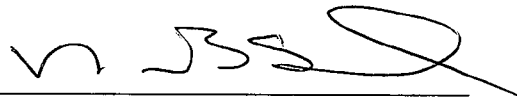
Petitioners

PROOF OF DEPOSIT

Kindly file the enclosed Proof of Deposit of settlement proceeds, which consists of a photocopy of Certificate of Deposit # 30051231 for the minor, Brandt Beck pursuant to the Order of Court dated September 7, 2004.

EDGAR SNYDER & ASSOCIATES, LLC

By

A handwritten signature in black ink, appearing to read 'NBS', is written over a horizontal line.

Nathaniel B. Smith, Esquire
Attorney for the Petitioners

Time Certificate of Deposit

Financial Institution: CSB BANK, Coalport Office
Main & Linwood Streets, P O Box 354, Coalport, PA 16627

30051231

Account Name: BRANDT BECK **No withdrawals shall be made until Brandt SSN/TIN: 201-72-8573
OWNERSHIP TYPE: Individual Beck achieves the age of 18 years on August 23, 2009 or unless
ordered by Court.

Account Number	Issue Date	Deposit Amount	Term	Maturity Date
30051231	October 9, 2004	\$112,216.67	60 Months	October 9, 2009

Rate Information: This Account is an interest bearing account. The interest rate paid on the entire balance in the account will be 3.65% with an annual percentage yield of 3.70%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until October 9, 2009. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. Interest on your account will be credited by adding the interest to the principal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year. You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$500.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

Time Account Information: Your account will mature on October 9, 2009. If you withdraw any of the principal before the maturity date, we may impose a penalty of 180 Day Interest Penalty. This account will automatically renew. You will have 10 BUSINESS DAYS after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

Account Fees: The following fee applies to this account: Processing fee for any IRA transfers to other institutions, IRA rollovers out of CSB Bank, and any full or partial IRA premature distributions other than IRA qualified exemptions.: \$35.00.

NON TRANSFERABLE - NON NEGOTIABLE

Member
FDIC

Signature and Title of Authorized Financial Institution Signer



TIME DEPOSIT AGREEMENT - 60 MONTH CERTIFICATE

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

INTEREST RATE. The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for the term described above in the Time Account Information section. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

OTHER ACCOUNT RULES. The following rules also apply to the Account.

Surrender of Instrument. We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

Death of Account Holder. Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

Indemnity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

BANK COPY

CERTIFICATE OF DEPOSIT - CREDIT TRANSACTION FORM

ACCOUNT NAME

Brandt Beck

DATE

10/9/09

PREPARED BY

R

ACCOUNT NUMBER

300512311

TRAN CODE

301

AMOUNT

112,216.67

CD CREDIT TRANSACTIONS

- 201 - NEW COD ISSUE CREDIT
- 202 - PRINCIPAL BALANCE INCREASE
- 203 - INTEREST BALANCE INCREASE

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER. SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES.

EDGAR SNYDER & ASSOCIATES, LLC

ESCROW ACCOUNT

1600 GULF TOWER 707 GRANT STREET
PITTSBURGH, PA 15219

PNC BANK
PNC Bank, National Association
Pittsburgh, PA

8-9/430

342

DATE

09/23/2004

CHECK NO.

000034208

PAY

ONE HUNDRED TWELVE THOUSAND TWO HUNDRED SIXTEEN AND 67 / 100 Dollars

AMOUNT

****\$112,216.67

TO THE
ORDER OF

Carl & Tracy Beck, parents &
natural guardians of Brandt
Beck & CSB Bank
1475 Main Street
Coalport, PA 16627

EDGAR SNYDER & ASSOCIATES, LLC

Kevin M. Keller

VOID IF NOT CASHED AFTER 1 YEAR FROM DATE ISSUED. AUTHORIZED SIGNATURE

⑈034208⑈ ⑆043000096⑆ 1000030853⑈

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

BRANDT BECK, a minor, by TRACY and No. 03-1602-CD
CARL BECK, his parents and natural
guardians,

Petitioners

**PETITION FOR APPROVAL OF
SETTLEMENT OF A MINOR'S CLAIM**

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

EDGAR SNYDER & ASSOCIATES, LLC
Regency Square
2900 Old Route 220
Suite 201
Altoona, PA 16601

(814) 942-3699

FILED

OCT 27 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

BRANDT BECK, a minor, by
TRACY and CARL BECK, his parents
and natural guardians,

No.: 03-1602-CD

Petitioners

FILED

ORDER OF COURT

10/12/2003

AND NOW, to wit, this 12 day of Nov, 2003, it is ~~ordered~~ ^{by William A. Shaw} ~~by the court~~

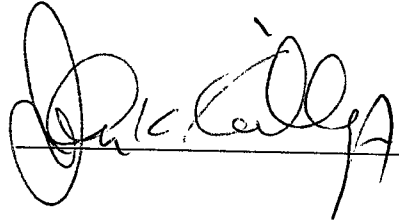
that the claims of the minor Petitioner, Brandt Beck, arising out of a personal injury accident which occurred on August 12, 2002, may be settled for the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00).

- a. It is Ordered that the settlement proceeds of Ten Thousand Five Hundred Two Dollars and 40/100 (\$10,502.40) shall be distributed to Tracy and Carl Beck, parents and natural guardians of Brandt Beck, a minor. Said check to be forwarded directly by Nathaniel B. Smith, Esquire, to a bank which is federally insured or whose deposits are backed by the full faith and credit of the United States Government, and that said funds be deposited in an account in the minor Petitioner's own name with an express restriction that no funds may be withdrawn until the minor Petitioner achieves the age of eighteen (18), unless otherwise authorized by an Order of Court of the Common Pleas of Clearfield County.
- b. It is further Ordered that the sum of Three Thousand Seven Hundred Fifty Dollars and 00/100 (\$3,750.00) shall be paid to the law firm of Edgar Snyder &

Associates, LLC, for their fee in this matter. Costs totaling Seven Hundred Forty-seven Dollars and 60/100 (\$747.60) are also approved.

- c. Petitioners Tracy and Carl Beck are the persons authorized to execute all necessary documents on behalf of the minor Petitioner, Brandt Beck.
- d. Counsel for the Petitioners shall provide this Court with proof of the deposit of the net settlement proceeds received by the minor Petitioner, Brandt Beck, within sixty days (60) from the date of this Order of Court.

BY THE COURT:



J.

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

BRANDT BECK, a minor, by TRACY and No. 03 - 1602 CD
CARL BECK, his parents and natural
guardians,

Petitioner,

PROOF OF DEPOSIT

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

EDGAR SNYDER & ASSOCIATES, LLC
Regency Square
2900 Old Route 220
Suite 201
Altoona, PA 16601

(814) 942-3699

FILED No CC
m/12:56BH
DEC 29 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

BRANDT BECK, a minor, by
TRACY and CARL BECK, his parents
And natural guardians,

No.: 03-1602 CD

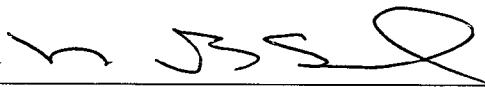
Petitioners

PROOF OF DEPOSIT

Kindly file the enclosed Proof of Deposit of settlement proceeds, which consists of a photocopy of Certificate of Deposit # 30051050 for the minor, Brandt Beck pursuant to the Order of Court dated November 12, 2003.

EDGAR SNYDER & ASSOCIATES, LLC

By



Nathaniel B. Smith, Esquire
Attorney for the Petitioners

Time Certificate of Deposit

COPY
30051050

Financial Institution: CSB BANK, Coalport Office
Main & Linwood Streets, P O Box 354, Coalport, PA 16627

Account Name: BRANDT BECK No withdrawals shall be made until Brandt achieves the age of 18 years on Aug. 23, 2009 **SSN/TIN:** 201-72-8573
OWNERSHIP TYPE: Individual or unless ordered by Court

Account Number	Issue Date	Deposit Amount	Term	Maturity Date
30051050	December 20, 2003	\$10,502.40	60 Months	December 20, 2008

Rate Information: This Account is an interest bearing account. The interest rate paid on the entire balance in the account will be 3.25% with an annual percentage yield of 3.29%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until December 20, 2008. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. Interest on your account will be credited by adding the interest to the principal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year. You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$500.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

Time Account Information: Your account will mature on December 20, 2008. If you withdraw any of the principal before the maturity date, we may impose a penalty of 90 Day Interest Penalty. This account will automatically renew. You will have 10 BUSINESS DAYS after the maturity date to withdraw funds without penalty.

Account Fees: The following fee applies to this account: Processing fee for any IRA transfers to other institutions, IRA rollovers out of CSB Bank, and any full or partial IRA premature distributions other than IRA qualified exemptions: \$35.00.

NON TRANSFERABLE - NON NEGOTIABLE **Member FDIC** Signature and Title of Authorized Financial Institution Signer
Barry J. Campbell

TIME DEPOSIT AGREEMENT - 60 MONTH CERTIFICATE

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

INTEREST RATE. The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for an identical period of time as the original deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

OTHER ACCOUNT RULES. The following rules also apply to the Account.

Surrender of Instrument. We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

Death of Account Holder. Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

Indemnity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Pledge. You agree not to pledge your Account without our prior consent. You may not withdraw funds from your Account until all obligations secured by your Account are satisfied.

SURRENDER OF TIME DEPOSIT

CD # 30051050

This certificate is hereby surrendered.

Date: _____

Number of Signers Required: Any one (1) of the Authorized Signers(s) shown below.

ACCOUNT HOLDER:

BRANDT BECK X

FILED

DEC 29 2003

William A. Shaw
Prothonotary/Clerk of Courts

BANK COPY

Page 2 of 2

DEPOSIT PRO, Ver. 8.55.00.002 Copy: Harland Financial Solutions, Inc. 1996, 2003. All Rights Reserved. PA - PA - L760 TR-3326

COPY

CR

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

BRANDT BECK, a minor, by TRACY and No. 03-1602-CD
CARL BECK, his parents and natural
guardians,

Petitioners

**PETITION FOR APPROVAL OF
SETTLEMENT OF A MINOR'S CLAIM**

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

EDGAR SNYDER & ASSOCIATES, LLC
Regency Square
2900 Old Route 220
Suite 201
Altoona, PA 16601

(814) 942-3699

FILED

OCT 27 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

BRANDT BECK, a minor, by
TRACY and CARL BECK, his parents
and natural guardians,

No.: 03-1602-05

Petitioners

ORDER OF COURT

AND NOW, to wit, this _____ day of _____, 2003, it is hereby Ordered that the claims of the minor Petitioner, Brandt Beck, arising out of a personal injury accident which occurred on August 12, 2002, may be settled for the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00).

- a. It is Ordered that the settlement proceeds of Ten Thousand Five Hundred Two Dollars and 40/100 (\$10,502.40) shall be distributed to Tracy and Carl Beck, parents and natural guardians of Brandt Beck, a minor. Said check to be forwarded directly by Nathaniel B. Smith, Esquire, to a bank which is federally insured or whose deposits are backed by the full faith and credit of the United States Government, and that said funds be deposited in an account in the minor Petitioner's own name with an express restriction that no funds may be withdrawn until the minor Petitioner achieves the age of eighteen (18), unless otherwise authorized by an Order of Court of the Common Pleas of Clearfield County.
- b. It is further Ordered that the sum of Three Thousand Seven Hundred Fifty Dollars and 00/100 (\$3,750.00) shall be paid to the law firm of Edgar Snyder &

Associates, LLC, for their fee in this matter. Costs totaling Seven Hundred Forty-seven Dollars and 60/100 (\$747.60) are also approved.

- c. Petitioners Tracy and Carl Beck are the persons authorized to execute all necessary documents on behalf of the minor Petitioner, Brandt Beck.
- d. Counsel for the Petitioners shall provide this Court with proof of the deposit of the net settlement proceeds received by the minor Petitioner, Brandt Beck, within sixty days (60) from the date of this Order of Court.

BY THE COURT:

_____. J.

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

BRANDT BECK, a minor, by
TRACY and CARL BECK, his parents
and natural guardians,

No.: 03-1602-CD

Petitioners

PETITION FOR APPROVAL OF SETTLEMENT OF A MINOR'S CLAIM

AND NOW, come the Petitioners, Brandt Beck, a minor, by and through his parents and natural guardians, Tracy and Carl Beck, by and through their attorneys, Edgar Snyder & Associates, LLC and Nathaniel B. Smith, Esquire, for approval of the bodily injury settlement relative to the minor Petitioner, Brandt Beck.

1. The minor Petitioner, Brandt Beck, sustained serious injuries while traveling as a passenger in a vehicle which was struck by a vehicle failing to stop for a posted stop sign. The involved accident occurred on August 12, 2002 at the intersection of State Route 219 and State Route 3004, Burnside Township, Clearfield County, Pennsylvania.
2. As of the date of the within accident, minor Petitioner Brandt Beck resided with and continues to reside with his parents, Tracy and Carl Beck at 585 Berwinsdale Road, Irvona, Pennsylvania. As of the date of the within accident, minor Petitioner Brandt Beck was ten years old with a date of birth of August 23, 1991.
3. The minor Petitioner was life flighted to the Altoona Hospital; due to extensive facial trauma, cornea injury, neck injury, shoulder and hand injury, the minor child was admitted to the hospital for surgical repair of his injuries.

The minor Petitioner was taken to the operating room for repair of the multiple irregular avulsive lacerations of the face, a six centimeter vertical avulsive laceration of the forehead and repair of the irregular penetrating laceration at level two of the anterior cervical region and carotid sheath; also repaired were lacerations to the right cheek, lower lip and the nasal dorsum. The facial lacerations required significant debridement and closure of the wounds. The surgical and plastic repair was done under general anesthesia by Dr. Augusto Delorme with assistance by Dr. Thomas Bass. The surgical procedure went well and the minor Petitioner was discharged from the hospital on August 14, 2002 with instructions to follow with several of the physicians who had seen him in consult while in the hospital.

The minor Petitioner was followed by Dr. Andrew W. Gurman, Blair Orthopedic Associates, while he was at the Altoona Hospital and after his discharge for complaints of left wrist and hand pain. X-rays taken of the left forearm, wrist and hand on August 12, 2002 were negative for fracture; there was tenderness in the palm of the left hand. Range of motion exercises were recommended and the minor Petitioner was restricted from gym class and contact sports through September 4, 2002.

The minor Petitioner was also seen by Dr. David M. Welker, Blair Orthopedic Associates, for left shoulder pain while at the Altoona Hospital. Multiple x-rays of the left shoulder and clavicle taken on August 14, 2002 revealed a grade II dislocation of the acromioclavicular joint. A sling was provided for comfort and range of motion exercises were demonstrated for the minor Petitioner. The minor

Petitioner continued to follow with Dr. Welker for the left shoulder injury and on August 19, 2002 additional x-rays were taken which demonstrated proper alignment of the left shoulder. The minor Petitioner was discharged from treatment with Dr. Welker on September 4, 2002.

As a result of the within accident, the minor Petitioner sustained a superficial injury to the cornea of his left eye. He was seen by Dr. Robert Budd, Altoona Ophthalmology Associates, on August 13, 2002 while in the hospital. Dr. Budd prescribed Erythronycin ointment to be applied to the lower eye lid of the left eye four times daily. The minor Petitioner was seen in a follow up appointment with Dr. Budd on August 20, 2002; at that time the left eye was much improved, vision was clear, with no associated burning or pain to the eye.

Also as a result of the motor vehicle accident, minor Petitioner sustained fractures to the enamel of four teeth. The minor Petitioner was followed by Laura J. Rizzo, D.M.D. on August 16, 2002 and August 22, 2002; medication prescribed was to be used for a two week period. The minor Petitioner had no other soft tissue complications or symptoms relative to his teeth.

The minor Petitioner treated with his family physician, Dr. James Fugate, DuBois, Pennsylvania, in September, 2002. Dr. Fugate treated the minor Petitioner for headaches after the within accident. A cat scan of the head was taken at DuBois Regional Hospital and the headaches resolved.

Minor Petitioner was also seen in follow up appointments by Dr. Augusto N. Delorme. The scarring from the lacerations to the forehead and lower neck area have healed, however, Dr. Delorme advised the parents that further fading of the

forehead scar should occur or light dermabrasion of the scar could be a consideration in the future. A copy of the office notes from Dr. Delorme are attached hereto and incorporated herein as Exhibit "A".

4. Counsel for the Petitioners has received a policy limits settlement offer of Fifteen Thousand Dollars (\$15,000.00), from American Independent Insurance Company applicable to the liability insurance coverage on the vehicle which struck the Beck vehicle.

5. It is proposed that the liability settlement for the minor Petitioner, Brandt Beck, be apportioned as follows:

Fee to the law firm of Edgar Snyder & Associates, LLC	\$3,750.00
Reimbursement of costs to the law firm of Edgar Snyder & Associates, LLC	747.60
Net settlement to be placed into a restricted account for the minor Petitioner, Brandt Beck	10,502.40
For a total of	\$15,000.00

6. Petitioners request that the net settlement proceeds of Ten Thousand Five Hundred Two Dollars and 40/100 (\$10,502.40) be deposited in an account which is federally insured or backed by the full faith and credit of the United States Government and that said funds be deposited in an account in the minor Petitioner's own name with the express restriction that no funds may be withdrawn until the minor Petitioner achieves the age of eighteen (18), unless otherwise authorized by an Order of Court of the Common Pleas of Clearfield County. Therefore, the account relevant to the minor Petitioner, Brandt Beck, shall be restricted until his 18th birthday on August 23, 2009.

7. An investigation relative to the within accident has been performed on behalf of the Petitioners and it is expected that negligence would be established on the part of the negligent tortfeasor in this matter. Counsel for the Petitioners has also been in contact with the hospital and physicians who evaluated and treated the minor Petitioner. Counsel for the Petitioners has been able to document the personal injury claim on behalf of the minor Petitioner for American Independent Insurance Company, from which the settlement was received.
8. Counsel for the Petitioners has proceeded to make a claim for underinsured motorists benefits upon the insurance carrier for the Petitioners, Tracy and Carl Beck.

WHEREFORE, counsel for the Petitioners request that this Honorable Court approve the liability settlement, proposed distribution, and attorney's fees and costs as set forth herein.

Respectfully submitted,

EDGAR SNYDER & ASSOCIATES, LLC

By: 

Nathaniel B. Smith, Esquire

Beck, Brandt

8/21/02 - 30603 I saw the pt. in the hospital on 8/12/02. He sustained injuries to the face including a vertical 8 - 10 cm. laceration of the forehead and several lacerations of the chin and cheek on the right side, about 4 or 6, as well as a penetrating irregular laceration of the neck that penetrated deep in to and against the thyroid cartilage and created a laceration of the cricothyroid muscle. The neck was explored, and there were no other injuries. The larynx was not penetrated. The lacerations were appropriately repaired in a plastic fashion. All the incisions and lacerations appear to be healing well at the present time. The proline sutures externally were all removed. Steri-strips were applied over the lacerations for support. The parents were instructed to keep the steri-strips on as long as they hang on and to trim them if they start getting loose. He'll be re-evaluated again in 4 weeks.

LUD

9/16/02 - 30603 The pt. has been asymptomatic. The father called to my attention what he describes as a bump to the left of the scar on the forehead that he noticed about one week ago. On exam. there is indeed a node that is not movable to the left of the vertical scar on the forehead. There is a small one also to the right but more distal from the scar. The scar has healed in a very excellent fashion and is barely noticeable. I feel the bump may be due to a subperiosteal hematoma since it is not tender, and I advised the father just to wait and see if it is going to disappear or get larger. If it gets any larger he is to contact the office before his next visit in about 4 months. The incision in the neck appears well healed, and it has a heavier amount of scar tissue formation, but I think this is going to thin out and eventually heal quite well also. He'll be re-evaluated in about 4 months unless he has any problems.

LUD

12/30/02 - 30603 The scar on the forehead is healing in a magnificent way. This in spite of the fact that the scar is against the skin lines. There is a small raised area towards the inferior margin just above the eyebrow that may need something done in the future, and I told the father to wait until the scar is about a year old and then we'll talk about it. The pinkness has started to disappear, particularly in the distal end. I advised the father to return in about 4 months for re-evaluation, and we'll see how things are changing along. I had forgotten about some scars on the neck, one along a crease in the cervical region and two in the right submental region. These are pinker than the one on the forehead, to my surprise, but I feel they will heal eventually in good shape.

LUD

4/28/03 - 30603 The pt. returns today for follow-up regarding the injury to his face. While here the mother asked me if I would check his ears since his regular otolaryngologist that put Goody tubes in his ears recently got killed in an automobile accident. Exam. of the ears indeed demonstrated the presence of an obstructed right Goody tube in the right ear and a patent still functioning tube in the left ear. Both tympanic membranes appeared essen. normal otherwise. The mother and the child were advised for the child to have the tubes removed under general anesthesia since they have been there for about 3 years and apply either a paper patch or a fat graft. Regarding the previous lacerations that he sustained in an accident last year the oblique laceration in the middle of the forehead slightly to the right of the midline is barely noticeable any longer. The hyperemia has really disappeared significantly. Of interest is the fact that he has an area of depression apparently secondary to muscle atrophy on a portion of the right frontalis muscle. This probably represents an injury to a branch of the nerve supplying the muscle in this area with associated atrophy. I advised the mother to do nothing at the present time. This is noticeable, incidentally, when he wrinkles his forehead but very minimally otherwise. Consideration may be given to injecting some fat at a later date. Consideration will also be given to light dermabrasion of the scar in the forehead. The scar in the neck is really fading away. The two scars at the margin of the mandible are also fading away significantly. It is very likely that he will not need anything done to those or at the most also very light dermabrasion.

LUD

5/30/03 - 30603 The pt. underwent removal of bilateral tympanotomy tubes and application of paper patches on 5/20/03. The paper patches appear nicely attached to the margins of the perforation and their outline in both the right and left ear. They are in the posterior quadrant. They will be removed once there is evidence that the perforation has healed and the paper patch has moved away. He was advised to avoid water in the ear using earplugs. He'll be re-evaluated again in 6 to 8 weeks.

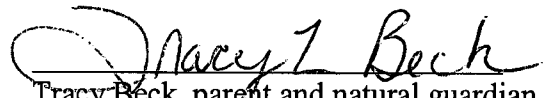
LUD


8/1/03 - 30603 The pt. has been asymptomatic. Exam. today reveals the paper patches to have moved to the ear canal and the tympanic membranes to appear intact with excellent mobility and no residual perforations. The pt. will be re-evaluated in 6 months for this. I had forgotten his facial scars that he received in an accident on 8/12/02. The old laceration in the forehead is barely visible. There is a small area that appears slightly raised to the left of the scar on the forehead that looks to represent a small inclusion cyst underneath. I advised the mother to wait until the tanning of the skin disappears and then we'll re-evaluate it and determine whether to proceed with excision or dermabrasion. The scar on the neck that is in a skin crease is still slightly visible but I am sure it will be faded within the next year.



VERIFICATION

We hereby verify that the foregoing averments of fact are true and correct and based upon our personal knowledge, information or belief. We understand that these averments of fact are made subject to the penalties of 18 Purdons Consolidated Statutes Section 4904, relating to unsworn falsification to authorities.


Tracy Beck, parent and natural guardian
of Brandt Beck, a minor


Carl Beck, parent and natural guardian
of Brandt Beck, a minor

Date
10/23/2003