

04-169-CD
IN RE: MAYNARD GRAHAM JR. et al.

In Re: Maynard Graham Jr., et al
2004-169-CD

MAYNARD GRAHAM, JR. and
MICHELLE GRAHAM, individually and
as parents and natural guardians of
the minor, PATRICK GRAHAM,

Petitioners

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

: No. 04-169-CD

:
: ISSUE: **PRAECIPE TO SETTLE
AND DISCONTINUE**

:
: Filed on behalf of Petitioners

:
: **McIntyre, Dugas, Hartye & Schmitt**

:
: Heather A. Harrington, Esquire
PA I.D. No. 62977
P.O. Box 533
Hollidaysburg, PA 16648
ph: (814) 696-3581
fax: (814) 696-9399

FILED

JUN 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

MAYNARD GRAHAM, JR. and : IN THE COURT OF COMMON PLEAS
MICHELLE GRAHAM, individually and : OF CLEARFIELD COUNTY, PA
as parents and natural guardians of :
the minor, PATRICK GRAHAM, :
Petitioners : No. 04-169-CD

PRAECIPE TO SETTLE AND DISCONTINUE

TO: PROTHONOTARY

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

McINTYRE, DUGAS, HARTYE & SCHMITT


Heather A. Harrington, Esquire
PA I.D. #62977
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

Date: June 11, 2004

5
FILED
m19.1cc
JUN 14 2004
Disc. to Atty Harrington
William A. Shaw
Prothonotary/Clerk of Courts
Copy to c/A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

In Re:

**Maynard Graham Jr. and
Michelle Graham, individually and
as parents and natural guardians of
the minor, Patrick Graham**

No. 2004-00169-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 June 14, 2004, marked:

Settled, Discontinued, and Ended with Prejudice

Record costs in the sum of \$85.00 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 14th day of June A.D. 2004.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MAYNARD GRAHAM, JR. and :
MICHELLE GRAHAM, individually :
and as parents and natural : NO. 04-169-CD
guardians of the minor, PATRICK :
GRAHAM :

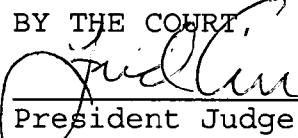
O R D E R

NOW, this 25th day of February, 2004, upon consideration of the within Petition, it is hereby ORDERED, ADJUDGED and DECREED that the claims of MAYNARD GRAHAM, JR. and MICHELLE GRAHAM, individually and as parents and natural guardians of the Minor, PATRICK GRAHAM, shall be and the same are hereby compromised and settled on the following terms:

1. Payment to MAYNARD GRAHAM, JR. and MICHELLE GRAHAM, individually, of a lump sum of Three Hundred Forty-five and 60/100 Dollars (\$345.60) by TOMEY LUZIER, SHAWN LUZIER AND ALLSTATE INSURANCE COMPANY;
2. Payment to PATRICK GRAHAM of guaranteed lump sums, as follows:
 - a. Three Thousand Dollars (\$3,000.00) on or about December 14, 2014;
 - b. Six Thousand Fifty Dollars (\$6,050.00) on or about December 14, 2017.
3. Record costs and attorneys fees of McIntyre, Dugas, Hartye & Schmitt, will be paid by ALLSTATE INSURANCE COMPANY; and
4. Petitioners are hereby granted leave to execute a Release for the benefit of TOMEY LUZIER, SHAWN LUZIER and ALLSTATE INSURANCE COMPANY.

FILED

FEB 25 2004

BY THE COURT,

President Judge

William A. Shaw
Prothonotary

FILED

① 10:57 AM with *short copies*
FEB 25 2004 *EAT*

William A. Shaw
Prothonotary

Date: 02/19/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 09:32 AM

ROA Report

Page 1 of 1

Case: 2004-00169-CD

Current Judge: Fredric Joseph Ammerman

IN RE: Maynard Graham Jr., Michelle Graham, Patrick Graham

Civil In RE

Date	Judge
02/05/2004 ✓	Filing: Civil Complaint Paid by: Harrington, Heather A. Esq (attorney for Graham, Maynard Jr.) Receipt number: 1873235 Dated: 02/05/2004 Amount: \$85.00 (Check) 1 CC to Atty. Harrington. No Judge ✓
02/11/2004 ✓	ORDER, AND NOW, this 10th day of February, 2004, re: Additional Hearing on the Petition to Compromise Minor's Action scheduled for the 25th day of February, 2004, at 10:00 a.m. in Courtroom No. 1. Counsel shall be prepared to supply the Court with information/documentation relative the Court's approval of attorney's fees. by the Court, s/FJA, P.J. 1 cc Atty Harrington Copy to C/A Fredric Joseph Ammerman ✓

02/12/04 ✓ Order

Clearfield County Court of Common Pleas
Fees Distribution Report
CT COMMON PLEAS, Prothonotary CT Location Only
All Case Types

From 01/01/2003 08:00 AM to 12/31/2003 05:00 PM
Sorted by Fee Distribution Type and Effective Date

Fee Type:	MISC	Receipt Date	Receipt Number	Proth Co Fees	Receipt Total
Passport Fee - Number of fees collected: 217					
04/09/2003	02:17 PM	1858503		30.00	30.00
04/15/2003	09:24 AM	1858709		30.00	30.00
04/17/2003	09:11 AM	1858787		60.00	60.00
04/21/2003	08:31 AM	1858818		30.00	30.00
04/21/2003	08:32 AM	1858819		30.00	30.00
04/21/2003	12:59 PM	1858853		30.00	30.00
04/21/2003	12:05 PM	1858841		30.00	30.00
04/21/2003	02:12 PM	1858862		30.00	30.00
04/22/2003	03:34 PM	1858939		30.00	30.00
04/23/2003	11:28 AM	1858947		60.00	60.00
04/24/2003	10:28 AM	1859002		60.00	60.00
04/25/2003	11:03 AM	1859153		30.00	30.00
04/28/2003	03:54 PM	1859302		30.00	30.00
04/30/2003	08:53 AM	1859369		30.00	30.00

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

MAYNARD GRAHAM, JR., and
MICHELE GRAHAM, individually and
as parents and natural guardians
of the minor, PATRICK GRAHAM,

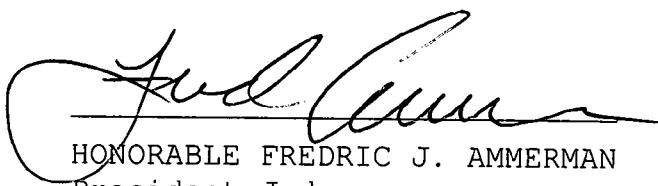
* No. 2004-169-C.D.
*
*
*

O R D E R

AND NOW, this 10th day of February, 2004, it is the
ORDER of this Court that additional hearing on the Petition to
Compromise Minor's Action in the above matter has been scheduled
for the 25th day of February, 2004 at 10:00 a.m. in Courtroom No.
1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Pursuant to Rule 2039(b) and case authority such as
Shaw vs. Bradley, 672 A.2d 331 (Pa. Super 1996) and Gilmore vs.
Dondero, 582 A.2d 1106 (Pa. Super 1990), counsel shall be
prepared to supply the Court with information/documentation
relative the Court's approval of attorney's fees.

By the Court,



HONORABLE FREDRIC J. AMMERMAN
President Judge

FILED

FEB 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED 1cc Atty Harrington
of 9:05 AM
FEB 11 2004 copy to CJA
WAS

William A. Shaw
Prothonotary/Clerk of Courts

MAYNARD GRAHAM, JR. and
MICHELLE GRAHAM, individually and
as parents and natural guardians of
the minor, PATRICK GRAHAM,

Petitioners

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA

No. 04-169-CD

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

Filed on behalf of Petitioners

McIntyre, Dugas, Hartye & Schmitt

Heather A. Harrington, Esquire
PA I.D. No. 62977
P.O. Box 533
Hollidaysburg, PA 16648
ph: (814) 696-3581
fax: (814) 696-9399

FILED

FEB 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

MAYNARD GRAHAM, JR. and
MICHELLE GRAHAM, individually and
as parents and natural guardians of
the minor, PATRICK GRAHAM,
Petitioners : IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PA
: :
: No. 04-169-CD

PETITION FOR APPROVAL OF SETTLEMENT OF A MINOR'S CLAIM

AND NOW, come Petitioners, MAYNARD GRAHAM, JR. and MICHELLE GRAHAM, individually, and as parents and natural guardians of the Minor, PATRICK GRAHAM, and file the within Petition for Approval of Settlement of a Minor's Claim, saying as follows:

1. Your Petitioners are adult individuals residing at R.D. 1, Box 522A, Woodland, Pennsylvania.
2. Your Petitioners are the parents and natural guardians of PATRICK GRAHAM, born on December 14, 1996, who resides with the Petitioners at the address listed above.
3. On or about September 6, 2002, PATRICK GRAHAM was walking along Route 208, otherwise known as Egypt Road, in Woodland, Clearfield County, Pennsylvania, when he was struck by a vehicle owned by SHAWN LUZIER and operated by TOMEY LUZIER.
4. At the time of the accident, the LUZIERS were insured by ALLSTATE INSURANCE COMPANY, Policy No. 001470128.
5. In the said accident, the Minor, PATRICK GRAHAM received personal injuries in the nature of a concussion, forehead lacerations and multiple abrasions.

6. The Minor, PATRICK GRAHAM, was seen at the emergency room of Altoona Hospital, where he was diagnosed with a concussion, forehead lacerations and multiple abrasions . (A copy of the Altoona Hospital's Summary is attached hereto, marked as Exhibit A and incorporated by reference.)

7. PATRICK GRAHAM received follow up care from Dr. Lampard, at Lexington Surgical Associates, Inc. He has been released from treatment. (A copy of Dr. Lampard's report is attached hereto, marked as Exhibit B and incorporated by reference.)

8. Your Petitioners have negotiated a settlement with TOMEY LUZIER, SHAWN LUZIER and ALLSTATE INSURANCE COMPANY, on their behalf and for the benefit of minor, PATRICK GRAHAM, the terms of which are as follows:

- a. Payment to MAYNARD GRAHAM, JR. AND MICHELLE GRAHAM, individually, of a lump sum of Three Hundred Forty-five and 60/100 Dollars (\$ 345.60) by TOMEY LUZIER, SHAWN LUZIER AND ALLSTATE INSURANCE COMPANY;
- b. Payment to PATRICK GRAHAM of guaranteed lump sums, as follows:
 1. Three Thousand Dollars (\$3,000.00) on or about December 14, 2014;
 2. Six Thousand Fifty Dollars (\$6,050.00) on or about December 14, 2017.
- c. Record costs and attorneys fees of McIntyre, Dugas, Hartye & Schmitt, will be paid by ALLSTATE INSURANCE COMPANY; and
- d. Petitioners are hereby granted leave to execute a Release for the benefit of TOMEY LUZIER, SHAWN LUZIER and ALLSTATE INSURANCE COMPANY.
- e. Execution of a Release for the benefit of TOMEY LUZIER, SHAWN LUZIER and ALLSTATE INSURANCE COMPANY. (A copy of the Release is attached hereto, marked as Exhibit C and incorporated by reference.)

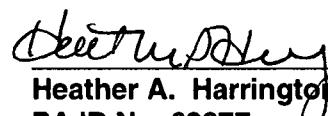
9. Petitioners, MAYNARD GRAHAM, JR. and MICHELLE GRAHAM, individually, and as parents and natural guardians of the Minor, PATRICK GRAHAM, have read and understand the statements in this Petition and have agreed to accept the settlement set forth hereinabove in full and complete satisfaction of any and all claims against TOMEY LUZIER, SHAWN LUZIER and ALLSTATE INSURANCE COMPANY for any personal injuries sustained by Minor, PATRICK GRAHAM on or about September 6, 2002.

10. Petitioners understand and agree that TOMEY LUZIER, SHAWN LUZIER and ALLSTATE 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, PATRICK GRAHAM, should be accepted.

WHEREFORE, Petitioners, MAYNARD GRAHAM, JR. and MICHELLE GRAHAM, individually and as parents and natural guardians of Minor, PATRICK GRAHAM, respectfully request that this Honorable Court enter an Order approving the compromise and settlement of the claim on their behalf, individually and as parents and natural guardians of Minor, PATRICK GRAHAM, upon the terms set forth hereinabove, with distribution to be made in accordance therewith.

Respectfully submitted,

McIntyre, Dugas, Hartye & Schmitt



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

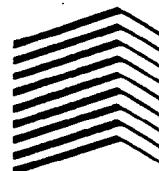
Appt: 12/27/02

October 3, 2002

TRAUMA SERVICE

Altoona Hospital

Simon D. Lampard, M.D., F.A.C.S.
Medical Director Trauma Service



altoona hospital
CENTER FOR MEDICINE

Prepared for: Dr. Jennifer Graham
807 Doctor's Drive
Clearfield, Pa. 16830

Trauma Information:

Patient: Patrick A. Graham

Admission Date: 09-06-02

Injury Event: Patrick is a 5-year-old boy who was injured when he was hit by a small pick-up truck. He was waiting for his school bus when he was hit. On impact, he was thrown 30 feet. When EMS arrived, Patrick was awake, alert, and complaining of bilateral leg and right shoulder pain. Patrick and his father were flown to the Regional Trauma Center at Altoona Hospital for evaluation and treatment of his injuries.

Injuries:

2 cm left forehead laceration

Multiple abrasions

Treatment:

Dr. Lampard, from the Trauma Service, assumed the care of the patient on his arrival to Altoona Hospital.

The laceration was sutured in the ED.

X-rays of the legs and left arm were negative for fractures.

CT scan of the head was negative for acute intracranial pathology.

Patrick was admitted overnight for observation to the pediatric unit.

Disposition:

Patrick remained stable overnight and was discharged to home with his parents on 09-07-02.

Additional Comments:

Dear Colleague:

We are pleased to provide you with this report to help you maintain your patient's medical history. If you need additional information or if we could be of any assistance, please call us at (814) 946-2722 or 947-6155.

Medical Director Trauma Service

Altoona Hospital Center for Medicine • 620 Howard Avenue • Altoona, Pa. 16601-4899
Phone Number 814-946-2011



LEXINGTON SURGICAL ASSOCIATES, INC.
1701 12th AVENUE ~ SUITE D
ALTOONA, PA 16601
814-943-7040
www.lexingtonsurgicalassoc.com

September 11, 2002

Jennifer Graham, DO
1033 Turnpike Avenue
Clearfield, PA 16830

Health Pass

DOB
12-14-98

RE: GRAHAM, PATRICK

Dear Dr. Graham:

This is to apprise you of Hospital and follow up care rendered to Patrick Graham. He is a healthy 5-year-old male who was waiting at a bus stop when he stepped out in front of a car. He suffered traumatic brain injury, multiple abrasions and a small left forehead laceration. He returns today for a post injury follow up. His mother reports that he is acting entirely normal. She notes no memory or personality changes and he has no somatic complaints.

PHYSICAL EXAMINATION:

VITALS: BP: 99/63, PULSE: 58, WEIGHT: 53 LBS.

HEENT: His left forehead laceration is healing well. There is also an abrasion around it that is healing nicely. His neck is nontender to bony palpation.

C.V.: Regular rate and rhythm without murmur.

ABDOMEN: Soft, nontender with normal active bowel tones.

EXTREMITIES: Bilateral knee abrasions, which appear to be healing normally.

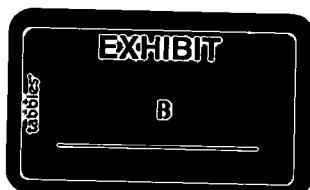
ASSESSMENT & PLAN: S/P Auto/Pedestrian crash with mild traumatic brain injury and multiple soft tissue wounds. Left forehead sutures were removed today in the office. His mother was counseled regarding sun avoidance on his wounds. The child asked if he could ride his bike yet and he was told yes. I reinforced the use of bicycle helmets during that discussion. Currently we have no further follow up scheduled for Patrick. Should he develop problems down the road with school grades, his mother understands that he is to return to be re-evaluated and potentially have a referral made to a pediatric rehabilitation program for further testing.

Should there be any questions or concerns regarding Patrick's care, please feel free to contact us at 814-943-7040. Thank you again for allowing us to provide care to this pleasant young patient.

Respectfully yours,

Simon D. Lampard

Simon D. Lampard, MD, FACS
Director, Trauma/Critical Care
Altoona Hospital Regional Trauma Center



ALTOONA HOSPITAL REGIONAL TRAUMA CENTER

10-8-02 9:48 AM Called Lexington Surg Assoc as PCP
pt into sheet listed Dr G as home
4:52 Called Home # (left msg on J.S.
Machine for mom to call Dr. G.
Dr. Lampard called & said did you to
Patrick not here yet
(Nicholas & Braden) (Sibs) were here
setting up w/c & Dr G.
States & 1st effects
from injury. Acting
fine etc. Will make
Dr G aware /8d

Settlement Agreement and Release

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this _____ day of _____, 2003, by and between [among]:

"Claimants" - Maynard Graham, Jr. and Michelle Graham as parents and natural guardians of Patrick Graham, a Minor
"Insureds" - Tomey Luzier and Shawn Luzier
"Insurer" - Allstate Insurance Company

Recitals

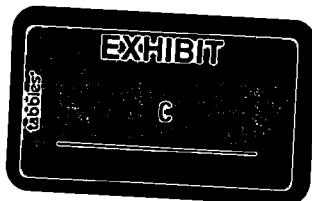
A. On or about September 6, 2002, Patrick Graham was injured in an accident occurring at Egypt Road, Woodland, Pennsylvania. Claimants allege that the accident and resulting physical and personal injuries arose out of certain alleged negligent acts or omissions of the Insureds, and have made a claim seeking monetary damages on account of those injuries.

B. Insurer is the liability insurer of the Insureds, and as such, would be obligated to pay any claim made or judgment obtained against the Insureds which is covered by its policy with the Insureds.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which have, or might be made, by reason of the incident described in Recital A above, upon the terms and conditions set forth below.

Agreement

The parties agree as follows:



1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2, Claimants hereby completely release and forever discharge the Insureds and Insurer from any and all past, present, or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Claimants now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incident described in Recital A above, including, without limitation, any and all known or unknown claims for bodily and personal injuries to Claimants, or any future wrongful death claim of Claimants' representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Insureds.

1.2 This release and discharge shall also apply to the Insureds' and Insurer's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Claimants, shall be a fully binding and complete settlement among the Claimants, the Insureds and the Insurer, and their heirs, assigns and successors.

1.4 The Claimants acknowledge and agree that the release and discharge set forth above is a general release. Claimants expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Claimants do not know or suspect to exist, whether through ignorance,

oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimants' decision to enter into this Settlement Agreement. The Claimants further agree that they have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimants assume the risk that the facts or law may be other than Claimants believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Insureds, by whom liability is expressly denied.

2.0 Payments

In consideration of the release set forth above, the Insurer on behalf of the Insureds agrees to pay to the individual(s) named below ("Payee(s)") the sums outlined in this Section 2 below:

2.1 Periodic Payments. In addition to \$345.60 paid in advance of settlement, Insurer agrees to make payment to Patrick Graham "Payee" in the following manner:

(i) Lump sum guaranteed payments:

On December 14, 2014, guaranteed payment of Three Thousand Dollars (\$3,000.00);
On December 14, 2017, guaranteed payment of Six Thousand Fifty Dollars (\$6,050.00).

All sums set forth herein constitute damages on account of personal injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

3.0 Payee's Rights to Payments

Claimants acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Claimants or

any Payee; nor shall the Claimants or any Payee have the right or power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

4.0 Payee's Beneficiary

Any payments to be made after the death of Payee, pursuant to the terms of this Settlement Agreement, shall be made to his named beneficiary. If no person or entity is so designated by Payee, or if the person designated is not living at time of the Payee's death, such payments shall be made to the estate of Payee. Payee may request in writing that Assignee change the beneficiary designation under this Agreement. Assignee will do so but will not be liable, however, for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped.

5.0 Consent to Qualified Assignment

5.1 Claimants acknowledge and agree that the Insurer will make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Insurer's liability to make the Periodic Payments set forth in Section 2.1 to Allstate Assignment Company ("the Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

5.2 Such assignment shall be accepted by the Claimants without right of rejection and shall completely release and discharge the Insureds and the Insurer from the Periodic Payments obligation assigned to the Assignee. The Claimants recognize that the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the

liability of the Insurer shall thereupon become final, irrevocable and absolute.

6.0 Right to Purchase an Annuity

The Insurer, itself or through its Assignee, will fund the liability to make the Periodic Payments through the purchase of an annuity policy from Allstate Life Insurance Company. The Insurer or the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Insurer or the Assignee may have Allstate Life Insurance Company mail payments directly to the Payee(s). The Claimants shall be responsible for maintaining a current mailing address for Payee(s) with Allstate Life Insurance Company.

7.0 Discharge of Obligation

The obligation of the Insurer and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee(s) named in Section 2 of this Settlement Agreement.

8.0 Representation of Comprehension of Document

In entering into this Settlement Agreement the Claimants represent the terms of this Settlement Agreement have been completely read and are fully understood and voluntarily accepted by Claimants.

9.0 Warranty of Capacity to Execute Agreement

Claimants represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Claimants have the sole right and exclusive authority to execute this

Settlement Agreement and receive the sums specified in it; and that Claimants have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

10.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

11.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

12.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Claimants, the Insureds and the Insurer with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

13.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties and upon approval by the competent Court of local jurisdiction.

Claimant

Maynard Graham, Jr. as parent and natural guardian of Patrick Graham, a Minor

By: _____

Date: _____

Claimant

Michelle Graham as parent and natural guardian of Patrick Graham, a Minor

By: _____

Date: _____

Insurer

Allstate Insurance Company

By: _____

Title: _____

Date: _____

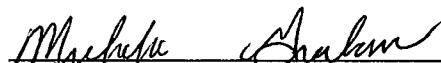
VERIFICATION

We, Maynard Graham, Jr. and Michelle Graham, individually, and as parents and natural guardian of the minor, Patrick Graham do hereby verify that I have read the foregoing **Petition for Court 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.



Maynard Graham, Jr., individually, and as parent and natural guardian of the minor, Patrick Graham



Michelle Graham, individually, and as parent and natural guardian of the minor, Patrick Graham

Date: 1/20, 2004

FILED

1CC

Att'y Harsnigton

11/15/04
FEB 05 2004

William A. Shaw
Att'y pd. 85.00

Prothonotary/Clerk of Courts

RE