

04-1993-CD
CLIFARFIELD HOSPITAL. vs. BRIAN COLE

Penn Highlands vs Brian Cole
2004-1993-CD

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

CLEARFIELD HOSPITAL,
Plaintiff

vs

BRIAN COLE a/k/a BRIAN G COLE, M.D.
Defendant

: NO. 04-1993-CD

: Type of Case: Assumpsit

: Type of Pleading: Complaint

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:

: Michael P. Yeager, Esq.

: Supreme Court No.: 15587

: P.O. Box 752

: 110 North Second Street

: Clearfield, PA 16830

: (814) 765-9611

FILED

DEC 17 2004

W. G. A. Shaw

Prothonotary/Clerk of Courts

1 cent to Atty,

Atty pd. 85 00

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

CLEARFIELD HOSPITAL,
Plaintiff

vs

BRIAN COLE a/k/a BRIAN G. COLE, M.D.
Defendant

:

:

:

No. 04 - - CD

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the same may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641 Ex 5982**

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

CLEARFIELD HOSPITAL, :
Plaintiff :
vs :
No. 04 - - CD
BRIAN COLE a/k/a BRIAN G. COLE, M.D.:
Defendant :

COMPLAINT

COMES NOW, Clearfield Hospital, by and through its attorney, Michael P. Yeager, Esquire, and files the within Complaint against the Defendant based upon a cause of action whereof the following is a statement:

1. The Plaintiff is Clearfield Hospital, a Pennsylvania nonprofit hospital corporation, engaged in the business of providing hospital related materials and services to individuals needing the same, with its principal place of business located at 809 Turnpike Avenue, P.O. Box 992, Clearfield, PA 16830.
2. The Defendant, BRIAN COLE, a/k/a BRIAN G. COLE is an adult individual believed to reside at 301 Country Club Terrace, Hollidaysburg, PA 16648-2531.
3. On or about August 10, 2004, the parties hereto entered into a "Physician Employment Agreement", a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit A" (hereinafter referred to as "Agreement").
4. Pursuant to the Agreement and particularly Section 10 thereof, the Plaintiff provided the Defendant with a \$10,000 signing bonus that was payable upon complete formal execution of the Agreement. A copy of Plaintiff's "Check History Listing" dated August 7, 2004 and its "Statement of Accounts" dated August 31, 2004 which verify the gross payment of that signing bonus are attached hereto, made part hereof and

incorporated herein as "Exhibit B".

5. Subsequent to execution of the Agreement, the parties attempted to verify appropriate credentials in order that the Defendant might commence performing services pursuant to the Agreement.

6. However, the credentialing process took some additional and unusual time in view of the number and variety of the previous locations at and for which the Defendant provided services.

7. Once that credentialing process was essentially complete and just prior to final Plaintiff Board approval, an orientation session was scheduled for the Defendant which included pre-existing requirements for appointment to Plaintiff's Active Medical Staff.

8. Defendant refused to attend the orientation session and comply with Plaintiff's New Employee Pre-Placement Screening Policy, a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit C" (hereinafter referred to as "Policy").

9. Despite reasonable requests, Defendant refused to comply with the aforesaid Policy and was notified by letters dated September 24, 2004 and October 4, 2004 indicating that the offer of employment contained within the Agreement was rescinded and that Defendant was asked to return the signing bonus described in Paragraph 4 hereof. Copies of those letters are attached hereto, made part hereof and incorporated herein as "Exhibits D and E".

10. Consequently, Defendant failed to commence performing services pursuant to the Agreement (having never performed such services), thereby resulting in Plaintiff's cancellation of the Agreement.

11. However, Defendant has failed and continues to refuse, despite requests so to do, to return the \$10,000 signing bonus paid to him as described in Paragraph 4 hereof.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendant the sum of Ten Thousand (\$10,000) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant.

COUNT I

BREACH OF CONTRACT

12. Plaintiff incorporates previous Paragraphs 1 through 11 as though the same were more fully set forth at length herein.

13. As a result of the Defendant's failure to return the signing bonus as set forth above, Plaintiff has been damaged in the amount of Ten Thousand (\$10,000) Dollars.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendant the sum of Ten Thousand (\$10,000) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant.

COUNT II

QUASI-CONTRACT

14. Plaintiff incorporates previous Paragraphs 1 through 13 as though the same were more fully set forth at length herein.

15. Plaintiff paid the amount set forth in Paragraph 4 hereof to Defendant as is indicated on Exhibit B.

16. Defendant has otherwise received and accepted the benefit of the signing bonus described herein and has otherwise failed to comply with the terms of the Agreement and the Policy.

17. Defendant has accordingly been unjustly enriched in the amount of the signing bonus described in Paragraph 4 hereof.

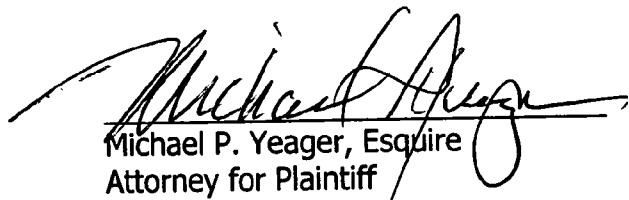
WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendant the sum of Ten Thousand (\$10,000) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant.

COUNT III
CONTRACT IMPLIED IN FACT

18. Plaintiff incorporates previous Paragraphs 1 through 17 as though the same were more fully set forth at length herein.

19. Plaintiff believes and therefore avers that a contract to return the signing bonus may be implied from the documents described previously herein as well as from the circumstances implied from the events described herein, and the benefits conferred and received by the Defendant as aforesaid.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendant the sum of Ten Thousand (\$10,000) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant.



Michael P. Yeager
Michael P. Yeager, Esquire
Attorney for Plaintiff

PHYSICIAN EMPLOYMENT AGREEMENT

BY AND BETWEEN

CLEARFIELD HOSPITAL, a nonprofit corporation (hereinafter called "the Hospital" or "Employer"),

A N D

Brian Cole, M.D., (hereinafter called "the Physician" or "Employee").

W I T N E S S E T H:

WHEREAS, the Hospital is organized for the purpose of providing health care services,

WHEREAS, the Physician is a licensed physician capable of providing the services required by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Employment

The Hospital hereby employs the Physician and the Physician hereby accepts such employment upon the terms and conditions set forth below. The Physician represents that he is not a party to any agreement, written or oral, that would impair or prevent his performance pursuant to this Agreement.



BC

KOA

Section 2. Term

(a) The Physician's employment, pursuant to this Agreement, shall commence on _____, and shall continue for a period of two (2) years, until _____, unless terminated sooner as provided herein. This Agreement shall be renegotiated by both parties no later than 90 days prior to the end of the then current term.

(b) If the Physician fails for any reason to commence performing services hereunder on the commencement date, or if the Physician fails for any reason to obtain clinical privileges to practice at Clearfield Hospital by the commencement date, the Hospital may, at its option, cancel this Agreement by serving written notice of cancellation to the Physician. In the event said notice of cancellation is sent, the Hospital shall have no further obligation to the Physician.

Section 3. Provision of Services by Physician

(a) The Physician is hereby employed by the Hospital to provide Internal Medicine services to patients who present themselves at the facility for such services and to such other patients who may be assigned by the Hospital.

(b) The Physician's employment by the Hospital shall be full-time and exclusive, and so long as the Physician is employed by the Hospital, the Physician will devote all of his business time and attention and his best efforts, skill and ability to his position with the Hospital.

(c) The Physician shall perform such other duties and responsibilities as may be assigned from time to time by the President of the Hospital or the President's designee.

(d) Full-time employment shall consist of the Physician working a minimum of (40) hours per week, spending such time as is necessary to attend to his hospital patients, performing his administrative duties hereunder, and fulfilling his medical staff

obligations required as a result of the Physician's appointment to the Active Medical Staff of Clearfield Hospital.

(e) In all matters related to the discharge of his responsibilities under the term of the Agreement, the Physician shall be responsible to the President of the Hospital or the President's designee.

Section 4. Facilities and Personnel

The Hospital shall furnish the Physician with office space, equipment and personnel as the Hospital deems to be reasonably necessary for the performance of the Physician's duties hereunder.

Section 5. Professional Liability Insurance

The Hospital will provide professional liability insurance with tail coverage for the Physician in such minimum amounts as may be required by law or in such higher amounts as may be deemed necessary or desirable by the Hospital.

Section 6. Compensation

For all services rendered by the Physician as an employee of the Hospital, the Hospital shall pay a salary of One Hundred Fifty Thousand Dollars (\$150,000) per annum in accordance with the general payroll practices of the Hospital.

Section 7. Production Bonus

A bonus shall be awarded to the Physician annually, if the Gross billing receipts (cash receipts) generated in the practice for the period _____, to _____, exceed \$315,000, Physician will be bonused at 50% above 315,000, (Example: gross billing receipts = \$365,000, bonus = \$50,000 x 50% or \$25,000). Amount will be payable within thirty (30) days following the end of the bonus period. The bonus will not exceed \$25,000 per year.

Section 8. Educational Loan Forgiveness

In addition, the Hospital shall directly award the Physician with educational loan forgiveness in the amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00) per year. Payment will be made in the amount of One Thousand Two Hundred Dollars (\$1,200.00) per month. The Physician shall not use these funds for any purpose other than to retire educational loan obligations. If the Physician were to leave employment with the Hospital during the term of this agreement, then the Hospital has the right to repayment of all monies paid under this Section.

Section 9. Incentive Bonus

The Physician will be awarded an incentive bonus of Five Thousand Dollars (\$5,000.00) if all of the following criteria are met:

- (a.) Attendance of at least ninety percent (90%) of required medical staff meetings as outlined in the Hospital's Medical Staff Bylaws. The President of the Hospital or the President's designee will have the authority to approve absences affecting not meeting the ninety percent (90%) when such absences are directly related to patient care issues.
- (b.) All medical record charts completed twenty (20) days or less following discharge.
- (c.) Promotion of the clinics' practice by making presentations to local groups or by actively being involved in health promotion programs in the Clearfield community or other similar activities.
- (d.) Maintain a high level of patient satisfaction as defined by clinic surveys and/or patient complaints.

If the above criteria are met yearly, the incentive bonus of Five Thousand Dollars (\$5,000.00) will be paid by the fifteenth day following the end of the contract year.

Section 10. Signing Bonus

The Hospital will provide the Physician a \$10,000.00 signing bonus which will be payable upon formal execution of this Agreement.

Section 11. Relocation

The Hospital shall reimburse the Physician up to \$4,400.00 for relocation costs associated with moving to Clearfield, Pennsylvania. A pro-rated portion would be owed to the Hospital if the Physician does not complete the Agreement term. In addition, the Physician shall be required to reside within an appropriate distance from the Hospital, as mutually agreed upon.

Section 12. Benefits

The Physician shall be entitled to employee benefits as outlined in Attachment A to this Agreement. Benefits and Employee's cost of benefits will be explained by the Human Resources Department.

Section 13. Third-Party Reimbursement Programs and Assignment Agreements

- (a) The Physician shall assign to the Hospital or its designees all rights the Physician may now or hereafter possess to receive income, payment and/or reimbursement for any and all professional medical services rendered by him to patients while this Agreement is in effect.

- (b) The Physician shall execute such documents as may be necessary, desirable or requested by the Hospital (1) to effectuate said assignment with respect to public and private third-party reimbursement programs, and (2) to become a participating provider in third-party reimbursement programs. As used in this Agreement, the term "third-party reimbursement program" shall include, but not be limited to, Pennsylvania Blue Shield, the federal Medicare program, the Pennsylvania Medical Assistance program and such other health maintenance organizations, preferred provider organizations, or private health insurance programs as the Hospital shall

direct. The Physician may not terminate his participation in any third-party reimbursement program or change or terminate any assignment of benefits or payments from such programs to the Hospital without the express written consent of the Hospital.

- (c) The Physician may not become a participating provider in any third-party reimbursement program (other than the ones specifically referred to above) or individual practice association, physician hospital organization or any other provider network or organization without the express written consent of the Hospital.
- (d) Under no circumstances shall the Physician bill any patient or any public or private third-party reimbursement program for any services for which the Physician has been compensated pursuant to this Agreement. Any violation of any provision of this Section by the Physician shall permit the Hospital, at its option, to terminate this Agreement immediately.

Section 14. Medical Records

Every practitioner on the Medical Staff of Clearfield Hospital is responsible for completion of all of his/her medical record documentation prior to leaving the Medical Staff with the exclusion of an emergency situation. Failure to do so is considered a direct violation of the Medical Staff Bylaws of Clearfield Hospital, which is reportable to the National Data Bank.

Section 15. Information and Records

The Physician shall not disclose information relating to the operations of the Hospital or its affiliates to persons other than the board or management of the Hospital or such governmental or private accreditation or licensing bodies or third-party reimbursement programs with whom the Hospital has directed or authorized the Physician to deal, unless the Hospital shall have given written consent for the release of information. The above shall be deemed to include patients' records and all other information kept in the normal operation of the Hospital. Patient and other records connected with services provided by the Physician at the facility pursuant to this Agreement are and shall remain the property of the Hospital.

Section 16. Medical Staff Appointment and Clinical Privileges

- (a) The Physician shall obtain medical staff appointment and clinical privileges at Clearfield Hospital commensurate with the services that shall be performed pursuant to this Agreement. Application for the same shall be processed pursuant to the applicable bylaws and policies of the Hospital and its medical staff.
- (b) Upon the termination for any reason of said medical staff appointment and clinical privileges, this Agreement and the Physician's employment hereunder shall terminate immediately.
- (c) In the event of any conflict between the terms of this Agreement and the medical staff bylaws or policies of the Hospital, this Agreement shall be controlling.

Section 17. Assignment

This Agreement and the Physician's rights and obligations hereunder may not be assigned by the Physician without the express written consent of the Hospital.

Section 18. Modification

This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless it is in writing and signed by both parties to this Agreement.

Section 19. Termination

- (a) Notwithstanding any of the provisions of this Agreement, either party may terminate this Agreement at any time for any reason upon ninety (90) days written notice to the other party. The Hospital may, in its sole discretion, elect to give the Physician pay in lieu of notice.
- (b) The Hospital may also terminate the Physician's employment immediately in the event the Physician has been formally indicted or charged with any criminal violation involving violent crimes or crimes relating to the practice of medicine, including, but not limited to, Medicare or Medicaid fraud or abuse or controlled

substance violations. The Hospital may also terminate this Agreement immediately if the Physician's participation in the Medicare, Medicaid or any other Federal Health Program is terminated or if the Physician is otherwise precluded or excluded from participation in either of those programs. In such cases, the Hospital, in its discretion may elect in the alternative to indefinitely suspend the Physician from all contractual duties, without pay (which shall also result in suspension of the Physician's clinical privileges at the Hospital), pending resolution of the charges satisfactory to the Hospital.

Section 20. Non-Competition

Notwithstanding any other provision of this contract, for a period of one year after the expiration or termination of this Agreement the Physician shall not enter into a contract with or otherwise provide services to any health maintenance organization, preferred provider organization, physician-hospital organization, hospital, health system, group medical practice, independent practice association, integrated delivery system, managed care organization or any other person whereby the Physician will provide medical services to individuals within a fifty mile radius of Clearfield Hospital, unless the Hospital has consented in writing to that contract, which consent may be withheld or granted by the Hospital within its complete discretion. The foregoing provision shall not prohibit the Physician from practicing medicine in this radius as a solo practitioner so long as the foregoing provisions are complied with by the Physician. The Hospital may enforce this provision by seeking injunctive relief, the parties acknowledging that the Hospital would have no adequate remedy at law for a breach of this Agreement by the Physician.

Section 21. Strict Performance

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

Section 22. Entire Agreement

This Agreement represents the entire Agreement between the Hospital and the Physician with respect to the subject matter hereof, and all prior agreements relating to the employment of the Physician, written or oral, are nullified and superseded hereby and neither party shall have any further rights or obligations under such superseded agreements. Each party releases the other from all claims of any kind or nature arising from such superseded agreements. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

Section 23. Invalidity or Unenforceability of Particular Provisions

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 24. Governing Law

This Agreement shall be construed and enforced under, and in accordance with, the laws of the Commonwealth of Pennsylvania. Venue for jurisdiction of disputes shall be in Clearfield County, Pennsylvania.

Section 25. No Third-Party Rights

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

Section 26. Construction of Headings

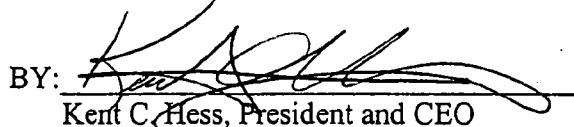
The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

Section 27. Compliance Programs

The Physician shall fully cooperate with any corporate compliance program now or hereafter instituted by the Hospital.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CLEARFIELD HOSPITAL

BY: 
Kent C. Hess, President and CEO

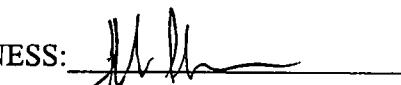
DATE: 8/10/04

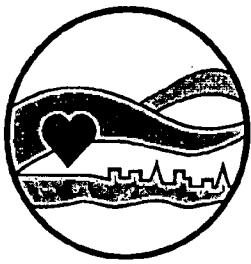
WITNESS: 

PHYSICIAN

BY: Brian Cole, MD, MPH
Brian Cole, M.D.

DATE: 08/04/04

WITNESS: 
John Paul Puglisi
EBS - ILPCA



Clearfield Hospital

Report of Employee Benefits

Attachment A

Brian Cole, M.D.

I. INSURANCE BENEFITS

a. Medical Insurance

Coverage is provided by Preferred Blue, a product of Highmark Blue Cross Blue Shield of Western Pennsylvania. Preferred Blue is a preferred provider organization (PPO) and is the largest such network in western Pennsylvania. With PreferredBlue, you can go to providers within the network or to providers outside of the network; however, going outside the network requires more financial and paperwork responsibilities on your part. Additionally, unlike many other managed care programs, PreferredBlue does not require initial care through a primary care physician. Clearfield Hospital pays 100% of the premium cost toward employee coverage and 50% toward dependent coverage. A PreferredBlue packet will be presented to you which includes a benefit summary, a current list of area providers, prescription plan information, and an enrollment form. Monthly waiver benefit is available to employees with other medical insurance.

b. Dental Insurance

Clearfield Hospital pays 100% of the cost towards employee coverage and 50% towards dependent coverage. Benefits are provided by Delta Dental of Pennsylvania. The plan maximum per calendar year is \$1,000 per covered individual. Please refer to the Delta Dental information.

c. Vision Insurance

Vision benefits are provided by Clearfield Hospital Vision Plan and the cost is paid 100% by Clearfield Hospital for employees and dependents.

Adults over 19 years of age are entitled to exams, lenses and frames every 24 months. Children under age 19 are entitled to exams and lenses every 12 months and frames every 24 months.

Benefits include the following:

Frames	\$24.00
Lenses: single	\$24.00
bifocal	\$36.00
trifocal	\$46.00

Contact Lenses (includes the allowance for the exam):

Medically Necessary Hard	\$150.00
Medically Necessary Soft	\$200.00
Cosmetic (in lieu of glasses)	\$ 50.00

For further information on limitations and exclusions, refer to your group vision booklet.

d. Group Term Life Insurance

Group term life and accidental death & dismemberment insurance in the amount equal to 1 times your annual salary, rounded to the next higher \$1,000 to a maximum of \$50,000 is provided to all full-time employees. This coverage begins on the first day following six (6) months of employment and is non-contributory.

e. Long Term Disability Insurance

Upon your employment date, you are eligible for the long term disability benefit provided by GE Financial Employer Services Insurance Company. The cost is paid 100% by Clearfield Hospital.

Elimination period	180 days
Monthly Benefit	50% of covered monthly earnings
Minimum Monthly Benefit	\$100.00
Maximum Monthly Benefit	\$3,000.00

Please refer to your certificate of insurance for exclusions and limitations.

f. Legal Insurance

For employees enrolled in the health plan, Clearfield Hospital pays 100% of the cost. This policy provided by Trans-General Casualty Insurance Company contains the following benefits:

Oral Advice and Consultation
Office Work
Representation by an Attorney in a Judicial or Administrative Proceeding
Court Costs and Witness' Fees

Please refer to your group certificate for chargeable units, exclusions and limitations.

g. Professional Liability Insurance

Clearfield Hospital will provide professional liability insurance with tail coverage for you in such minimum amounts as may be required by law or in such higher amounts as may be deemed necessary or desirable by the Hospital.

II. RETIREMENT

a. Pension Plan

Clearfield Hospital recognizes the necessity of supplementing Social Security income and therefore makes contributions to a Money Purchase Pension Plan through Prudential investments. This plan rewards eligible employees for long and loyal service by providing them with retirement benefits. When you retire, you will be eligible to receive the value of the amounts which have accumulated in your account.

The vested portion is determined in accordance with the following schedule:

Years of Vested Service	Vested Percentage
Less than 3 years	0%
3 but less than 4	30%
4 but less than 5	50%
5 but less than 6	70%
6 but less than 7	90%
7 years or more	100%

An employee has completed a year of service for eligibility purposes when they are credited with 1,000 or more hours of service during the plan year (July 1 through June 30).

b. 457(b) Saving Plan

The purpose of this Plan is to benefit a selected group of management or highly compensated employees of the Hospital. The Plan enables such individuals who become covered under the Plan to enhance their retirement security by permitting them to enter into agreements with Employer to defer a portion of their Compensation and receive benefits at retirement, separation from service, death, or in the event of financial hardship due to unforeseeable emergencies.

c. Tax Sheltered Annuity Program - 403(b)

As an employee of a health care organization, you're eligible to participate in a special benefit known as a 403(b) Tax Sheltered Annuity Program. You may begin participating in the program immediately.

A Tax Sheltered Annuity is a unique long-term savings and investment program that offers you the following benefits:

- You choose the amount you want to save.
- Your contributions are automatically made through the convenience of payroll deductions.
- You won't pay any current federal income tax on your TSA savings. The amount you choose to save in your TSA is subtracted from your income before you calculate your federal income tax.
- You won't pay any current income tax on the interest or investment earnings that build up in your TSA.

- You won't pay federal income taxes on TSA savings until you receive the money from your account - usually during your retirement years, when you may be in a lower tax bracket.

Clearfield Hospital, as part of its fiduciary responsibility, has designated the following parties as the approved and sole providers of the 403(b) Tax Sheltered Annuity Program for all employees: (1). Mary M. Chuhinka and Bruce A. Lingenfelter representing Travelers and Prudential, (2). Kenneth Starr from Starr Financial Services, (3). Derek Walker from Walker Financial Services. Each offers a diversified portfolio of choices which can satisfy any participant's investment objectives.

III. MEDICAL REIMBURSEMENT, DEPENDENT CARE & PRE-TAX DEDUCTIONS

The spending accounts offered through Clearfield Hospital's Section 125 Benefits Program give you two (2) great opportunities to save you money on your income taxes, and a convenient way to set aside money from your pay to supplement your health care coverage, and to pay yourself back for dependent care expenses.

How the Flexible Spending Accounts Work:

You make new spending account choices each year. During the annual enrollment period you decide how much money should go into one or both accounts for the upcoming year. You deposit your own before-tax contributions into the accounts through payroll deductions.

The flexible spending accounts are designed to pay expenses directly. The highlights of how the process works are below:

- Money is deposited into the account(s) with before-tax dollars from your pay.
- When you have an eligible expense during the year, you will have a debit card to pay that expense or you submit a claim form and documentation for reimbursement.

IV. PROFESSIONAL DUES & CONTINUING MEDICAL EDUCATION

a. Professional Dues

Clearfield Hospital will reimburse you for membership dues to one (1) professional organization. Total costs shall not exceed \$800 per year.

b. Continuing Medical Education

Clearfield Hospital will reimburse for professional CME activity as approved in advance. Reimbursement allowed up to \$3,500 per year. You shall be afforded five (5) days (40 hours) paid to attend such activities.

V. TIME OFF

a. Paid Time Off

Paid Time Off is granted as recognition for completed service and to provide the employee time for rest and relaxation.

You shall receive 15 days of P.T.O. to be used per year. P.T.O. must be approved in advance and if unable to take because of staffing needs, then it is payable within 30 days of the end of your contract year if you so choose.

b. Holiday Pay

The Hospital grants the following paid holidays per calendar year:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas
Independence Day	

c. Bereavement Leave

In the event of the death of a member of immediate family, a scheduled employee is permitted absence from work with pay. Five (5) days of absence from scheduled work are allowed for the death of a spouse or child, and three (3) days from scheduled work for the death of a parent, sister, brother, parent-in-law, step-parent, son-in-law, daughter-in-law, step-child, adopted child, or grandparent residing in employee's household. One (1) day of absence from scheduled work is allowed to attend the funeral of a grandparent, grandchild, brother-in-law, sister-in-law, or grandparent-in-law. Payment for day(s) under this policy will be submitted to the payroll office using code 39. Department managers will be responsible for ensuring that funeral leave is given for approved immediate family members.

NOTICE:

This attachment is intended to describe current benefits however, the Hospital reserves the right to change carriers or providers or to modify benefits. The purpose of this addendum is to describe current benefits for full time employees and the agreement set forth in this attachment is not to maintain any specific benefit (or employee contributions for benefits), but to make available to the Physician those benefits made available to other full time employees of the Hospital.

Date: 10/07/2004 Time: 16:17

CHECK HISTORY LISTING

EMPLOYEE NAME - COLE, BRIAN G.

EMPLOYEE NUMBER - 28639

CODE	GROSS	TAX	BANK	NO	BANK NAME	TYPE	AMOUNT	BEN. PLAN	TYPE	ACCRUED	USED	BALANCE
FED	10000.00	2709.00				ISS.	72.1200	NET				
FICA	10000.00	765.00						GROSS				
SIT 1	39	10000.00						6100.00				
SIT 2		307.00						10000.00				
CITY 1	3910	10000.00										
CITY 2		100.00										
SUI	6039	10000.00										
SDI		9.00										
OTH 1		.00										
OTH 2	9000	10000.00										

CODE	GROSS	TAX	BANK	NO	BANK NAME	TYPE	AMOUNT	BEN. PLAN	TYPE	ACCRUED	USED	BALANCE
FED	10000.00	2709.00				ISS.	72.1200	NET				
FICA	10000.00	765.00						GROSS				
SIT 1	39	10000.00						6100.00				
SIT 2		307.00						10000.00				
CITY 1	3910	10000.00										
CITY 2		100.00										
SUI	6039	10000.00										
SDI		9.00										
OTH 1		.00										
OTH 2	9000	10000.00										

CODE	GROSS	TAX	BANK	NO	BANK NAME	TYPE	AMOUNT	BEN. PLAN	TYPE	ACCRUED	USED	BALANCE
FED	10000.00	2709.00				ISS.	72.1200	NET				
FICA	10000.00	765.00						GROSS				
SIT 1	39	10000.00						6100.00				
SIT 2		307.00						10000.00				
CITY 1	3910	10000.00										
CITY 2		100.00										
SUI	6039	10000.00										
SDI		9.00										
OTH 1		.00										
OTH 2	9000	10000.00										

.....EMPLOYEE TOTALS.....

NET	GROSS	ERIC TAX	EMPLOYER FICA	TIPS
6100.00	10000.00	.00	765.00	.00

CODE	GROSS	TAX	BANK	NO	BANK NAME	TYPE	AMOUNT	BEN. PLAN	TYPE	ACCRUED	USED	BALANCE
FED	10000.00	2709.00				ISS.	72.1200	NET				
FICA	10000.00	765.00						GROSS				
SIT	39	10000.00						6100.00				
CITY	3910	10000.00						10000.00				
SUI	6039	10000.00										
OTH2	9000	10000.00										

CODE	GROSS	TAX	BANK	NO	BANK NAME	TYPE	AMOUNT	BEN. PLAN	TYPE	ACCRUED	USED	BALANCE
FED	10000.00	2709.00				ISS.	72.1200	NET				
FICA	10000.00	765.00						GROSS				
SIT	39	10000.00						6100.00				
CITY	3910	10000.00						10000.00				
SUI	6039	10000.00										
OTH2	9000	10000.00										

CODE	GROSS	TAX	BANK	NO	BANK NAME	TYPE	AMOUNT	BEN. PLAN	TYPE	ACCRUED	USED	BALANCE
FED	10000.00	2709.00				ISS.	72.1200	NET				
FICA	10000.00	765.00						GROSS				
SIT	39	10000.00						6100.00				
CITY	3910	10000.00						10000.00				
SUI	6039	10000.00										
OTH2	9000	10000.00										

EXHIBIT
B

Check# 15278
dated 8-16-04

Statement of Accounts

0001470749
 Clearfield Hospital
 August 31, 2004
 Page 4 of 8

<i>Date</i>	<i>Description</i>	<i>Additions</i>	<i>Subtractions</i>	<i>Balance</i>	<i>Number</i>	<i>Date</i>	<i>Amount</i>
	IRS USATAXPYMT						
	040813 220422644311332						
08-16	#Automatic Transf	er 1,419.24		1,419.24			
	TRANSFER FROM DEPOSIT SYSTEM						
	ACCOUNT 0001470723						
08-16	Check 74885		-627.99	791.25			
08-16	Check 74890		-544.58	246.67			
08-16	Check 75225		-148.96	97.71			
08-16	Check 75226		-97.71	0.00			
08-17	#Automatic Transf	er 7,218.74		7,218.74			
	TRANSFER FROM DEPOSIT SYSTEM						
	ACCOUNT 0001470723						
08-17	Check 74953		-1,118.74	6,100.00			
08-17	Check 75228		-6,100.00	0.00			
08-18	#Automatic Transf	er 135.18		135.18			
	TRANSFER FROM DEPOSIT SYSTEM						
	ACCOUNT 0001470723						
08-18	Check 75227		-135.18	0.00			
08-19	#Automatic Transf	er 246.20		246.20			
	TRANSFER FROM DEPOSIT SYSTEM						
	ACCOUNT 0001470723						
08-19	Check 74662		-246.20	0.00			
08-20	#Automatic Transf	er 21,373.70		21,373.70			
	TRANSFER FROM DEPOSIT SYSTEM						
	ACCOUNT 0001470723						
08-20	Check 75229		-21,220.88	152.82			
08-20	Check 75230		-152.82	0.00			
08-24	#Automatic Transf	er 1,035.35		1,035.35			
	TRANSFER FROM DEPOSIT SYSTEM						
	ACCOUNT 0001470723						
08-24	Check 75043		-1,035.35	0.00			
08-27	#Automatic Transf	er 254,672.89		254,672.89			
	TRANSFER FROM DEPOSIT SYSTEM						
	ACCOUNT 0001470723						
08-27	Check 75323		-408.43	254,264.46			
08-27	Check 75411		-751.57	253,512.89			
08-27	Check 75473		-630.50	252,882.39			
08-27	Check 75478		-537.18	252,345.21			

CLEARFIELD HOSPITAL
OCCUPATIONAL HEALTH POLICY MANUAL
MANUAL #31
31:08:01

NEW EMPLOYEE PRE-PLACEMENT SCREENING

POLICY: New employees are not to start work until all employment health requirements are satisfactorily completed.

PURPOSE: To ensure that new employees are free of active communicable disease and are physically and mentally able to perform assigned duties.

PROCEDURE: After receiving confirmation of hiring, the Occupational Health Nurse will:

1. Initiate scheduling of new employee health confidential screening to accommodate the requested starting date whenever possible. Required laboratory tests will be scheduled prior to the physical exam which will be completed by an ED physician assistant.
2. Inform the new employee of scheduled appointments.
3. Conduct the new employee pre-placement confidential health interview.
 - a. Arrange pre-placement lab studies.
 - b. Schedule physical examination in the E.D.
4. Determine satisfactory completion of required health tests and provide verification of this to the Human Resource Department who will then notify employee of starting date.

Effective: September 1983
Reviewed: June 84; 5/86; 3/87; 7/90; 8/91; 6/92; 5/93;
10/97; 4/01
Revised: May 89; 9/95; 7/99



PHYSICAL EXAMINATION PROGRAM

I. Prospective Employees

- A. Who - Prospective employees - preplacement
- B. What - Comprehensive confidential health history and physical exam which includes:

1. Communicable disease screening

- A. Tuberculin skin testing to establish a baseline.
 - 1) Mantoux
 - a. A two-step baseline shall be used for new employees who have an initially negative P.P.D. test result and who have not had a documented negative skin test result during the preceding 12 months.
 - 2) Known significant reactors - no skin testing (should provide documentation of significant reaction)
 - a. Initial chest x-rays will be done. (Both PA and Lateral)
 - 3) Converters shall receive a chest x-ray/ALT and be referred to State T.B. Clinic, (Dept. of Health)
 - a. D.O.H. requests an ALT be done before initiating INH.
 - b. Refer to Policy 31:04:05
- B. Rubella titer, unless positive titer can be documented.
- C. Hepatitis Immunization (Direct HCW)
Must do one of the following:
 - a) provide proof of previous immunization/positive titer
 - b) receive immunization (free of charge)
 - c) sign declination

D. Documentation or history of:

Diphtheria
Pertussis
Tetanus
Polio
Recent Tetanus Booster (within 10 years)
Measles
Mumps

a) Rubeola and Mumps documentation requested for susceptible employees (patient contact-born in or after 1957 with no documentation of 2 live measles vaccinations after 1 year of age).

E. Varicella - Prospective employees with negative history/immunization will be informed, in writing of available vaccine. (*See attached)

2. General Health Tests

- a. Hematology
- b. Urinalysis
- c. Creatinine
- d. Acute Hepatitis Evaluation
- e. Drug Screen
 - 1) Consent form for drug/alcohol screening must be signed prior to testing. (*See attached)
- f. Risk assessment for latex sensitivity (done by Employee Health Nurse for those in contact with the product).

3. Physical Examination

A. Physical Demands

- 1. This is completed in the presence of the prospective employee and included on the physical exam form.

2. Preplacement labs will be available for physician/physician assistant to review at the time of the physical examination.
- B. Where - Emergency Department
- C. When - Prior to commencing placement
- D. How - By Emergency Department Physician/Physician Assistant
3. After completion of physical exam, Human Resources will be notified of results by the Employee Health Nurse.

4. Education
 - a. Completed by the Employee Health Nurse at preplacement, orientation, annually and as needed.

II. Current Employees - Patient Contact

- A. Who - Employees involved in patient contact (see job listing attached)
- B. What - physical examination
(The physical demands of the position will be included on the form and completed by the Employee Health Nurse.)
 1. Communicable disease screening
 - a. Tuberculin Skin Testing
 - 1) One Step - Mantoux
 - (a) Annually (August)
 - (b) Following exposure to active pulmonary tuberculosis
 - (c) With persistent symptoms suggestive of tuberculosis
 - 2) Two Step - Mantoux
 - a) A two-step baseline shall be used for

employees who have an initially negative P.P.D. test result and who have not had a documented negative skin test result during the preceding 12 months.

- b) Following exposure to active pulmonary tuberculosis.
- c) With persistent symptoms suggestive of tuberculosis.

3) Converters will receive a chest x-ray and be referred to State T.B. Clinic. (Dept. of Health)

- a) Refer to policy 31:04:05

2. General Health Tests

- a. Hematology
- b. Urinalysis
- b. AST, Alk. Phos., Creatinine

3. Immunizations

- a. Influenza. (offered annually)
- b. Hepatitis B Vaccine
 - a) This vaccine can be received at any time during their employment, free of charge

C. Where - Emergency Department/Private Physician

- a) Emergency Department is by appointment ONLY - made through the Occupational Health Nurse. (Ext: 2494 or Beeper 567-4233

D. When - biennially

- a) Every 2 years. Will be notified in January of each year.
- b) Discipline will be initiated if a physical exam and labs are NOT completed and in the Occupational Health office by the last day of the year.

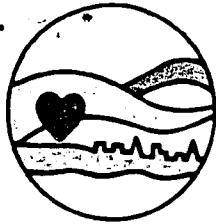
I. Current Employees - Non Patient Contact

- A. Who - Employees with non-patient contact.**
- B. What - physical examination (The physical demands of the position will be included on the form and completed by the Employee Health Nurse)**
 - 1. General Health Tests**
 - a. Hematology
 - b. Urinalysis
 - 2. Immunizations**
 - a. Influenza (offered annually)
- C. Where - Emergency Department/Private Physician**
 - a) Emergency Department is by appointment only - made through Occupational Health Nurse (Extension - 2494 or Beeper 567-4233).
- D. When - Biennially**
 - a) Every 2 years. Will be notified in January of each years.
 - b) Discipline will be initiated if a physical examination and labs are **NOT** completed and in the Occupational Health office by the last day of the year.

POLICY: Pre-Placement Drug Screening

PURPOSE: To maintain a drug free work place

- 1) At the time of pre-placement, drug screening will be included in Laboratory Data.
- 2) Consent for drug screening will be given to the Occupational Health nurse in writing. (See attached) and maintained in Employee Health file.
- 3) Perspective employees will proceed to the lab and drug screening lab policies will be followed.
 - a) Employee must present to lab with a photo ID.
- 4) Results from MRO will be received by Occupational Health Nurse PRIOR to hire and forwarded to Human Resources department.
- 5) There is no cost to the perspective employee.



Clearfield Hospital

COPY

[VIA CERTIFIED MAIL AND PROOF OF MAIL]

September 24, 2004

Brian Cole, MD
301 Country Club Terrace
Hollidaysburg, PA 16648-2531

RE: RESCINDING OF OFFER OF EMPLOYMENT

Dear Dr. Cole:

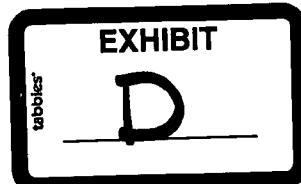
I am very disappointed at your unwillingness to comply with our policy on a post offer physical. You have refused to have your physical at the hospital and have cancelled your scheduled orientation. Therefore, we are rescinding your offer of employment based upon this action and we ask that you return the sign-on bonus payment that you received previously.

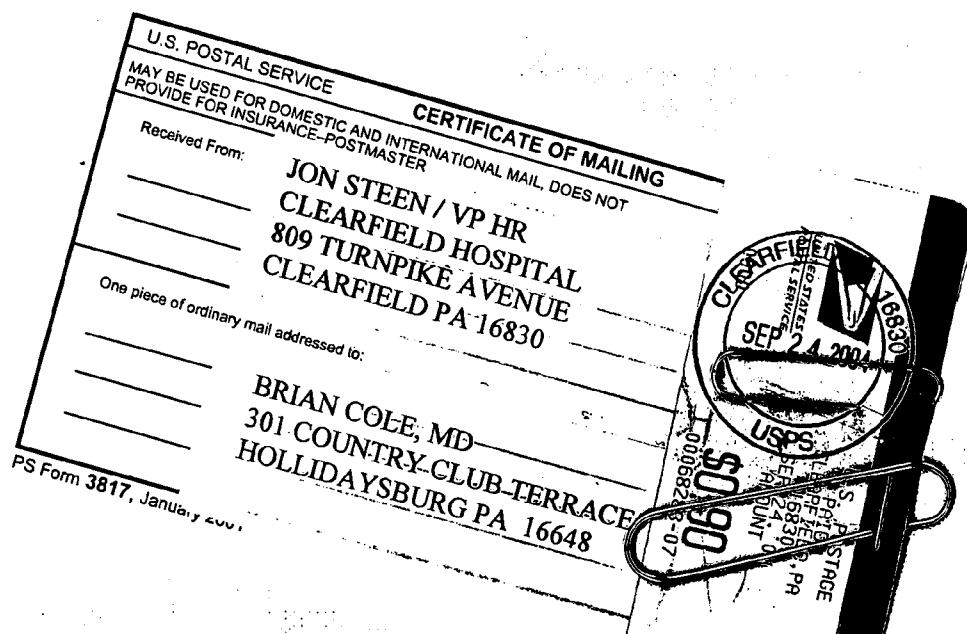
I regret your decision.

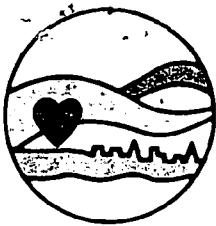
Sincerely,

Jon Steen
VP Human Resources/Risk Management

klr







Clearfield
Hospital

COPY

[VIA CERTIFIED MAIL AND PROOF OF MAILING]

October 4, 2004

Brian Cole, MD
301 Country Club Terrace
Hollidaysburg, PA 16648-2531

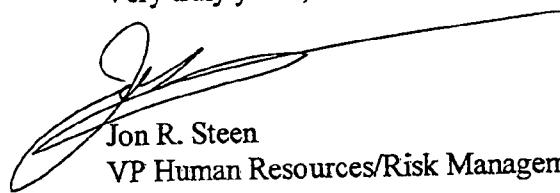
RE: CONTRACT TERMINATION

Dear Dr. Cole:

I am simply writing as a follow-up to my e-mail to advise you that pursuant to your refusal to follow our policy on physicals, your canceling of your orientation, and your failure to complete credentialing, the Hospital has cancelled your agreement pursuant to Section 2.(b) of the contract.

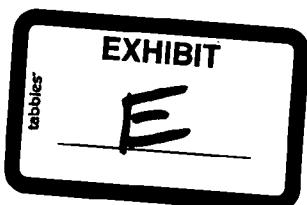
Based upon your e-mail indicating your refusal to return your sign-on bonus of \$10,000, I will refer this matter out for legal action to recoup same.

Very truly yours,



Jon R. Steen
VP Human Resources/Risk Management

ktr



809 TURNPIKE AVENUE • P.O. BOX 992 • CLEARFIELD, PA 16830
(814) 765-5341 • www.clearfieldhosp.org

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:	JON STEEN, VP HR CLEARFIELD HOSPITAL 809 TURNPIKE AVENUE CLEARFIELD PA 16830	
One piece of ordinary mail addressed to:		
	BRIAN COLE, MD 301 COUNTRY CLUB TERRACE HOLLIDAYSBURG PA 16648-253	
PS Form 3817, January 2001		

PA 16830
CLEARFIELD
CLEARFIELD
PA
16830
101-540
816714
POSTNET
U.S. POSTAGE
0.90
111

VERIFICATION

JON R. STEEN, Vice President Human Resources/Risk Management of **CLEARFIELD HOSPITAL**, being duly sworn according to law, deposes and says that he, as such officer, being authorized to do so, has executed this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Jon R. Steen, Vice President Human
Resources/Risk Management
Clearfield Hospital

Date: November 15, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100070
NO: 04-1993-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CLEARFIELD HOSPITAL
VS.
DEFENDANT: BRIAN COLE a/k/a BRIAN G. COLE, M.D.

SHERIFF RETURN

NOW, December 21, 2004, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON BRIAN COLE a/k/a BRIAN G. COLE, M.D..

NOW, December 30, 2004 AT 12:39 PM SERVED THE WITHIN COMPLAINT ON BRIAN COLE a/k/a BRIAN G. COLE, M.D., DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
01/23/05
FEB 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100070
NO. 04-1993-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CLEARFIELD HOSPITAL
VS.
DEFENDANT: BRIAN COLE a/k/a BRIAN G. COLE, M.D.

SHERIFF RETURN

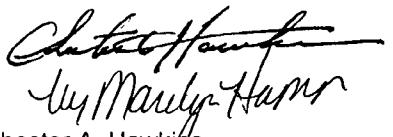
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CLEARFIELD HOSP.	10011	10.00
SHERIFF HAWKINS	CLEARFIELD HOSP	10010	30.00
BLAIR CO.	CLEARFIELD HOSP	10013	25.50

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


My
Marilyn Harris

Chester A. Hawkins
Sheriff

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF'S RETURN OF SERVICE

(1) The within _____, the within named upon _____, defendant by mailing to _____, by _____ mail, return receipt requested, postage prepaid _____, on the _____, a true and attested copy thereof at _____

The return receipt signed by _____, defendant on the _____, is hereto attached and made part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at _____ in the following manner.

(a) To the defendant by () registered () certified mail, return receipt requested, postage prepaid, addressee only on the _____, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

(3) By publication in a daily publication of general circulation in the County of Blair, Commonwealth of Pennsylvania, _____ time (s) with publication appearing _____

The affidavit from said publication is hereto attached.

(4) By mailing to _____, by _____ mail, return receipt requested, postage prepaid, on the _____, a true and attested copy thereof at _____

The _____ returned by the Postal Authorities marked _____ is hereto attached.

(5) Other _____

RECEIPT FOR PAYMENT
=====

Blair County Pennsylvania
Blair County Courthouse
423 Allegheny Street

Receipt Date 12/27/2004
Receipt Time 14:39:39
Receipt No. 113521

CLEARFIELD HOSPITAL (VS) BRIAN COLE MD

Case Number 2004-61171 T
Service Info 001
Remarks

Total Check...	+	150.00	Number ..	10013
Total Cash....	+	:00		
Cash Out.....	-	<hr/> :00		
Receipt total.	=	150.00		

----- Distribution Of Payment -----

Transaction Description	Payment Amount	
ADVANCE PAYMENT	150.00	CLEARFIELD HOSPITAL
	<hr/> 150.00	

ea

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

CLEARFIELD HOSPITAL
Plaintiff

vs.

BRIAN COLE
Defendant

* NO. 2004-1993-CD

*

*

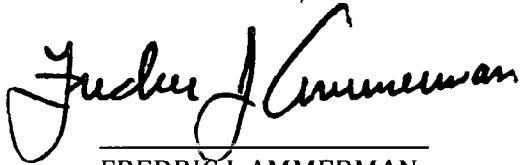
*

ORDER

NOW, this 25th day of April, 2013, following a review of the docket, due to the case's extended period of time in pending status; it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeclipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
01 9:30 AM
APR 29 2013

William A. Shaw
Prothonotary/Clerk of Courts

ICC Piff
ICC Left
GK

DATE: 4-29-13

 You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

 Special Instructions:

FILED

APR 29 2013

William A. Shaw
Prothonotary/Clerk of Courts

Plff

809 Turnpike Ave
PO Box 992
Clearfield 16830

Deft

301 Country Club Terrace
Hollidaysburg PA 16648-2531

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

CLEARFIELD HOSPITAL,
Plaintiff

v

BRIAN COLE a/k/a BRIAN G. COLE, M.D.,
Defendants

: No. 04-1993-CD

: Type of Case: Assumpsit

: Type of Pleading: Praeclipe to
Settle, Discontinue & End

: Filed on behalf of Plaintiff

Counsel of Record for this party:

Michael P. Yeager, Esq.
Supreme Court No.: 15587

P.O. Box 752
110 North Second Street
Clearfield, PA 16830

(814) 765-9611

RE
S FILED

2 083
01/10/15 Lwn
William A. Shaw
Prothonotary/Clerk of Court
C. Bmt to

ATTY

I COM TO
C/A

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

CLEARFIELD HOSPITAL,
Plaintiff

v

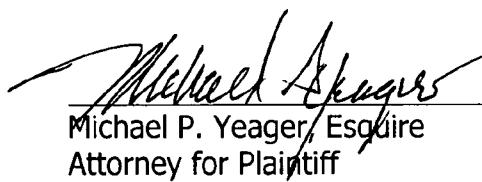
BRIAN COLE a/k/a BRIAN G. COLE, M.D.,
Defendants

No. 04-1993-CD

PRAECIPE TO SETTLE, DISCONTINUE & END

TO WILLIAM A. SHAW, PROTHONOTARY:

Please mark the above-captioned matter settled, discontinued and ended.



Michael P. Yeager
Michael P. Yeager, Esquire
Attorney for Plaintiff