

Date: 06/10/2005

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 09:41 AM

ROA Report

Page 1 of 1

Case: 2005-00746-CD

Current Judge: Fredric Joseph Ammerman

Aaron Parks, Deborah Parks vs. West Branch Area School District

Civil Other

Date		Judge
05/20/2005	New Case Filed.	No Judge
	Filing: Petition for Leave to Compromise Minor's Action Paid by: Ingros, John M. (attorney for Parks, Deborah) Receipt number: 1901526 Dated: 05/20/2005 Amount: \$85.00 (Check) 5 Cert. to Atty.	No Judge
05/26/2005	Order, AND NOW, this 26th day of May, 2005, upon consideration of the foregoing Petition, (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Ingros	Fredric Joseph Ammerman
06/09/2005	Praecipe For Entry of Appearance, filed on behalf of Def., by s/ David B. Consiglio, Esquire. No CC	Fredric Joseph Ammerman
	Supplemental Motion for Order to Execute Settlement Agreement, filed by s/ David B. Consiglio, Esquire. No CC	

C/A

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
COMMONWEALTH OF PENNSYLVANIA

2005 - 746 - 00

AARON PARKS, a Minor, by and through
DEBORAH PARKS, his natural guardian,

PLAINTIFF,

v.

The WEST BRANCH AREA SCHOOL
DISTRICT,

DEFENDANT.

Number _____ of 2005 C.D.

Type of Case: CIVIL ACTION

Type of Pleading: PETITION FOR LEAVE TO
COMPROMISE MINOR'S ACTION

Filed on Behalf of: PLAINTIFF

Counsel of Record for PLAINTIFF:

David C. Long, Esq.
Pa. ID # 39035
Box 21A
Oliveburg, PA 15764

John M. Ingros, Esq.
(Counsel for David C. Long)
Pa. Sup. Ct. I.D. #70430
99 North Gilpin Street
PO Box 15
Punxsutawney, PA 15767
(814)-939-7433

FILED

MAY 20 2005

01:30:00

William A. Shaw

Prothonotary/Clerk of Courts

5 cent to Art

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
COMMONWEALTH OF PENNSYLVANIA

AARON PARKS, a Minor, by and through
DEBORAH PARKS, his natural guardian,

PLAINTIFF,

v.

The WEST BRANCH AREA SCHOOL
DISTRICT,

DEFENDANT.

05-746-CD
Number ____ of 2005 C.D.

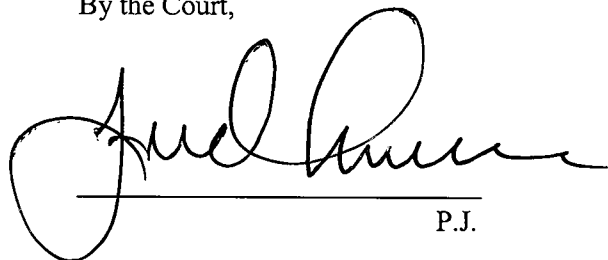
ORDER

AND NOW, this 26th day of May, 2005, upon consideration of the foregoing Petition, it is ORDERED that the settlement in compromise of this action for the gross sum of \$10,000 is approved. Counsel fees and expenses are also approved as set forth below. This distribution is directed as follows:

1. To Petitioner, DEBORAH PARKS, as natural guardian of the minor Plaintiff, AARON PARKS, the sum of \$6,000.
2. To David C. Long, Esq., for counsel fees, the sum of \$4,000.

Total Settlement: \$10,000.

By the Court,



P.J.

FILED@

01:58 PM ICC
MAY 26 2005 Atty Ingros

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
COMMONWEALTH OF PENNSYLVANIA**

AARON PARKS, a Minor, by and through
DEBORAH PARKS, his natural guardian,

PLAINTIFF,

v.

The WEST BRANCH AREA SCHOOL
DISTRICT,

DEFENDANT.

Number ____ of 2005 C.D.

PETITION FOR LEAVE TO COMPROMISE MINORS' ACTION

Petitioner, DEBORAH PARKS, mother and natural guardian of AARON PARKS, a minor child and Plaintiff in the above-captioned action, through his attorney, David C. Long, Esq., represented by John M. Ingros, Esq., petitions this Honorable Court to enter an Order permitting settlement in compromise of this action, and in support thereof avers as follows:

1. DEBORAH PARKS is the mother and natural guardian of the minor Plaintiff, AARON PARKS, who was born on July 12, 1992 and is presently 12 years of age.
2. Petitioner alleges that between 1997 and 2003, Aaron attended the Defendant school district's schools where he suffered discrimination, denial of free appropriate public education and disability harassment on account of various mental health issues that the Defendant failed to investigate and take steps to rectify. The Petitioner ultimately withdrew from the Defendant district's schools on or about April 29, 2003 on account of the aforesaid discrimination, harassment and denial of free appropriate education.
3. DEBBIE PARKS retained David C. Long, Esq. to represent the interests of the minor petitioner against the said Defendant on a forty (40%) percent contingent fee basis. A copy of the said fee agreement is attached hereto and incorporated herein as Exhibit A.

4. In prosecuting the instant action, counsel for Petitioner has incurred the following expenses: None

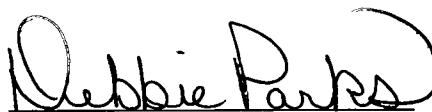
5. Petitioner and counsel seek approval of the following settlement on behalf of minor Plaintiff in this action: \$10,000.00 from the Defendant West Branch Area School District. Petitioner and counsel believe this amount represent a full and fair settlement of the case, equal to or greater than that which may be obtained should the matter be fully litigated. Petitioner has since moved from the District and enrolled in cyber school where he is doing well. Petitioner intends to use the net proceeds of the settlement to pay for and enhance the minor child's educational opportunities.

6. Petitioner approves the proposed settlements because he considers them to be fair and reasonable and because it adequately compensates the Plaintiff for the alleged injuries sustained.

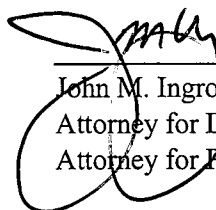
7. Petitioner further approves the proposed distribution contained in the form Order attached hereto and would ask this Honorable Court to execute the same.

WHEREFORE, Petitioner respectfully requests that this Honorable Court enter an Order approving the settlement and compromise set forth above, allowing counsel fees and ordering distribution as set forth in the attached Order.

Respectfully submitted,



Deborah Parks, Petitioner and Guardian
for the minor plaintiff



John M. Ingros, Esq.
Attorney for David C. Long, Esq.,
Attorney for Petitioner

FEE AGREEMENT

KNOW ALL PERSONS that I, **Deborah Parks** do hereby appoint David C. Long, to be my attorney to prosecute any and all claims against the West Branch School District, and any other entity or person deemed appropriate by my attorney, to seek injunctive relief, declaratory relief and/or to recover damages sustained in the nature of statutory and Constitutional civil rights violations of my son, Aaron Parks. I agree to pay my attorney forty percent (40%) of any settlement, verdict or recovery had in any actions filed on my behalf, or on behalf of my son Aaron Parks. In addition, I agree to repay said attorney for all costs and expenses incurred, if there is any recovery, from my share of the recovery.

In the event that my attorney is awarded attorneys' fees by the court, or that attorney's fees are obtained as party of any settlement in said action, the amount of such fees which are awarded or obtained shall be added to the recovery. If, however, the attorney's fee awarded or otherwise obtained is larger than the agreed upon contingent fee, my attorney shall keep the full amount of fees awarded or recovered and collect no contingent fee.

My attorney may institute such legal action, or actions, as may be advisable in my attorney's judgment, in order to enforce our rights. In the event that my attorney represents me in any administrative proceedings regarding West Branch School District, or any other entity or person connected or related to the West Branch School District, my attorney will seek to collect any fees for said representation from West Branch School District, and any other entity or person connected or related to the West Branch School District

I authorize and direct my attorney to pay on my behalf costs and expenses of said legal or administrative proceedings, repayment by me of such costs and expenses to be made only from money belonging to me and coming into my lawyers' hands. My attorney shall have a lien on

1
Exhibit A

any such claim, suit or recovery for all fees, costs and expenses incurred in the course of representing me.

In the event any appeal is taken, a new agreement must be entered into by the parties as to the provision of legal services and the payment of fees and costs associated with that appellate representation.

My attorney may withdraw as my counsel at any time by giving reasonable written notice, and I agree to sign any necessary document for substitution of attorney in the event of such withdrawal.

By this agreement, I hereby bind my heirs, executors and legal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this October 7, 2003.

Dec 10, 2003
Date

Debbie Parks (SEAL)
Deborah Parks

Parks

No expenses.

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
COMMONWEALTH OF PENNSYLVANIA**

AARON PARKS, a Minor, by and through | DEFENDANT.
DEBORAH PARKS, his natural guardian,

PLAINTIFF,

v.

The WEST BRANCH AREA SCHOOL
DISTRICT,

Number ____ of 2005 C.D.

VERIFICATION

I, DEBORAH PARKS, guardian of the minor plaintiff in the above-captioned action hereby verify that I have investigated the averments contained in the attached Petition relating to the nature of alleged injuries to the minor plaintiff and the circumstances attendant to moving forward in this matter absent the proposed settlement, and I agree that the settlement of \$10,000 as offered by the Defendant is reasonable under the circumstances.

3-15-05

Date

Debbie Parks

Deborah Parks

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
COMMONWEALTH OF PENNSYLVANIA

AARON PARKS, a Minor, by and through
DEBORAH PARKS, his natural guardian,

PLAINTIFF,

v.

Number ____ of 2005 C.D.

The WEST BRANCH AREA SCHOOL
DISTRICT,

DEFENDANT.

CERTIFICATE OF SERVICE

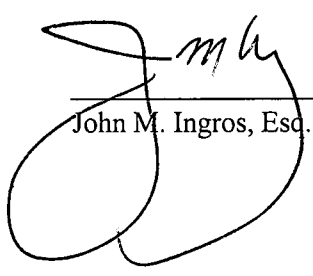
I, John M. Ingros, Counsel for David C. Long, hereby certify that on the ²⁰~~19~~th day of May, 2005, I caused a true and correct copy of the attached **Petition for Leave to Compromise Minor's Action** to be served on the following person(s), in the manner listed below, at the following address(es):

By First Class US Mail to:

David C. Long, Esq.
Box 21-A
Oliveburg, PA
15764

David B. Consiglio, Esq.
Miller, Kistler, Campbell, et al
720 South Atherton Street
State College, PA
16801-4628

Ms. Deborah Parks
240 Limb Road
Morrisdale, PA
16858



John M. Ingros, Esq.

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION**

AARON PARKS, a minor, by and through
DEBORAH PARKS, his natural guardian,

Plaintiff,

vs.

WEST BRANCH AREA SCHOOL
DISTRICT,

Defendant.

Docket No. 2005-746-CD

Type of Case:

Civil Action

Type of Pleading:

**Praecipe for Entry of
Appearance**

Filed on Behalf of Defendant

Counsel of Record for This Party

David B. Consiglio, Esquire
Miller Kistler Campbell
Miller Williams & Benson
720 S. Atherton Street
State College, PA 16801
(814) 234-1500

FILED
m/j!cc
JUN 09 2005 *GP*

William A. Shaw
Prothonotary/Clerk of Courts

AARON PARKS, a minor, by and :
through DEBORAH PARKS, his :
natural guardian, :

Docket No. 2005-746-CD

V.

WEST BRANCH AREA SCHOOL :
DISTRICT, :

Defendant. :

TO THE PROTHONOTARY:

**MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.**

By:

David B. Consiglio, Esquire

I.D.# 72772

720 South Atherton Street

State College, PA 16801

(814) 234-1500

Date: June 8, 2005

**IN THE COURT OF COMMON PLEAS FOR CENTRE COUNTY, PA
CIVIL ACTION**

AARON PARKS, a minor, by and
through DEBORAH PARKS, his
natural guardian,

Plaintiff,

v.

WEST BRANCH AREA SCHOOL
DISTRICT,

Defendant.

Docket No. 2005-746-CD

CERTIFICATE OF SERVICE

I, David B. Consiglio, Esquire, of Miller, Kistler, Campbell, Miller, Williams
& Benson, Inc., do hereby certify that on this 8th day of June, 2005, a true and correct copy
of the foregoing document was served on the following person by depositing the same in the
United States Mail, postage prepaid, addressed as follows:

David C. Long, Esquire
Box 21A
Oliveburg, PA 15764

John M. Ingros, Esquire
99 North Gilpin Street
P.O. Box 15
Punxsutawney, PA 15767

**MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.**

By: 
David B. Consiglio, Esquire

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION**

AARON PARKS, a minor, by and through
DEBORAH PARKS, his natural guardian,

Plaintiff,

vs.

WEST BRANCH AREA SCHOOL
DISTRICT,

Defendant.

Docket No. 2005-746-CD

Type of Case:

**Civil Action - Approval
of Settlement**

Type of Pleading:

**Supplemental Motion for
Order to Execute Settlement
Agreement**

Filed on Behalf of Defendant

Counsel of Record for This Party

David B. Consiglio, Esquire
Miller Kistler Campbell
Miller Williams & Benson
720 S. Atherton Street
State College, PA 16801
(814) 234-1500

FILED *no*
m/11:00 AM
JUN 09 2005 *cc* *@*

**IN THE COURT OF COMMON PLEAS FOR CENTRE COUNTY, PA
CIVIL ACTION**

AARON PARKS, a minor, by and
through DEBORAH PARKS, his
natural guardian,

Plaintiff,

v.

WEST BRANCH AREA SCHOOL
DISTRICT,

Defendant.

Docket No. 2005-746-CD

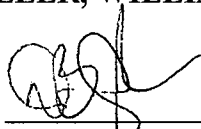
**SUPPLEMENTAL MOTION FOR ORDER TO EXECUTE
SETTLEMENT AGREEMENT**

AND NOW comes Defendant, West Branch Area School District, and states in support thereof as follows:

1. The School District has received the Petition for Leave to Compromise Minors' Action filed by Plaintiff's counsel.
2. The School District agrees that the matter has been settled but requires Court approval.
3. The School District requires, as part of the settlement, that a full and final release be executed and as such, request that this Honorable Court authorize, empower, and require his natural guardian or guardians to execute the Agreement on behalf of themselves and for the minor. (*See*, Exhibit "A" attached hereto and made a part hereof).

Respectfully submitted,

**MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.**

By: 

David B. Consiglio, Esquire
I.D.# 72772
720 South Atherton Street
State College, PA 16801
(814) 234-1500

Date: June 8, 2005

David B. Consiglio, Esquire

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that Debbie Parks, the undersigned, parent and legal guardian of Aaron Parks, for herself and for Aaron Parks, for and in consideration of the sum of TEN THOUSAND DOLLARS AND 00/100 (U.S. 10,000.00) paid by West Branch Area School District has released and discharged, and by these presents does hereby forever release and discharge the said West Branch Area School District, and all other persons, firms, insurers, and corporations for and from any and all liability, claims, demands, controversies, damages, injuries, actions, and/or causes of action of every kind and nature allegedly caused by or resulted or hereafter resulting to Aaron Parks and/or Debbie Parks or injuries or damages allegedly sustained at or in any way connected with the West Branch Area School District, its programs or activities, and of and from all liability, claim demands, controversies, damages, actions, and causes of action whatsoever, either in law or equity, which Aaron Parks, his guardian(s), heirs, executors, administrators, successors and assigns, can, shall or may have by reason of or in any wise incident or resulting from the enrollment, matriculation, attendance or any other involvement of Aaron Parks and/or Debbie Parks with or in

EXHIBIT

A

the West Branch Area School District and/or any of its directors, officers, administrators, employees, attorneys, agents or representatives, regardless of date.

As inducement to the payment of the sum aforesaid, the undersigned declares that she fully understands the terms of this Release, and that she voluntarily accepts said sum for the purpose of making full and final compromise, adjustment and settlement of all loss and damages hereinbefore-mentioned or referred to, and that the payment of said sum for the release is not an admission of liability by the payor or releasees, but that they expressly deny liability. It is expressly understood and agreed that the said sum hereinbefore stated is the sole consideration for this Release and that the consideration stated therein is contractual and not mere recital. Furthermore, the undersigned and Aaron Parks are specifically precluded and prevented from seeking further recovery from these released parties in the event that additional insurance coverage or other financial responsibility is discovered.

The undersigned acknowledges and agrees that any lien or potential lien is to be satisfied solely out of the settlement proceeds and that Releasees shall be held harmless from any and

all claims, demands, actions, judgments, including attorney's fees and costs sought or procured by any lienholder or potential lienholder, governmental or otherwise.

In executing this Release, the undersigned acknowledges that she has read this Release, and acknowledges that she executed this Release based upon her own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, Debbie Parks, parent and legal guardian of Aaron Parks, for and by Aaron Parks, has hereunto set her hand this ____ day of _____, 2004.

In the presence of:

CAUTION! READ BEFORE SIGNING

_____(SEAL)
Debbie Parks, parent and
legal guardian of Aaron Parks

_____(SEAL)
Debbie Parks

STATE OF PENNSYLVANIA

)

) SS:

COUNTY OF _____

)

On this, the _____ day of _____, 2004,
before me, a Notary Public, the undersigned officer, personally
appeared Debbie Parks, parent and legal guardian of Aaron Parks,
known to me (or satisfactorily proven) to be the person whose name
is subscribed to the within instrument and acknowledged that she
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal.

Notary Public

A

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

AARON PARKS, a minor, by and through :
DEBORAH PARKS, his natural guardian, :
Plaintiff : NO. 05-746-CD
vs. :
WEST BRANCH AREA SCHOOL DISTRICT, :
Defendant :

ORDER

NOW, this 15th day of June, 2005, upon consideration of Plaintiff's Petition for Leave to Compromise Minors' Action and upon further consideration of Defendant's Supplemental Motion, it is hereby ORDERED as follows:

1. The settlement and compromise of this action for the gross sum of \$10,000.00 is approved. Counsel fees and expenses are also approved as set forth below.
2. Out of the \$10,000.00 gross lump sum settlement, \$6,000.00 shall be paid directly to Petitioner, Deborah Parks, as natural guardian of the minor Plaintiff, Aaron Parks; \$4,000.00 of the \$10,000.00 gross lump sum settlement shall be paid to David C. Long, Esquire as counsel fees.
3. In addition, Deborah Parks is directed to execute and have notarized the Release of All Claims in the form as attached to Defendant's Supplemental Motion and upon execution of same, the settlement proceeds shall be distributed.

FILED

JUN 16 2005

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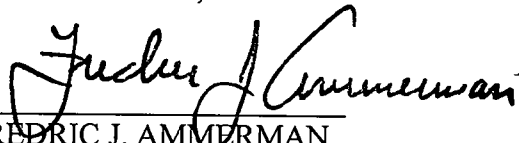
William A. Shaw

Prothonotary/Clerk of Courts

2 CENT TO JUDGE

1 CENT TO CLERK

BY THE COURT,



FREDRIC J. AMMERMAN

President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
COMMONWEALTH OF PENNSYLVANIA

AARON PARKS, a Minor, by and through
DEBORAH PARKS, his natural guardian,

PLAINTIFF,

v.

The WEST BRANCH AREA SCHOOL
DISTRICT,

DEFENDANT.

Number 2005-746 C.D.

Type of Case: CIVIL ACTION

Type of Pleading: CERTIFICATE OF
SERVICE

Filed on Behalf of: PLAINTIFF

Counsel of Record for PLAINTIFF:

David C. Long, Esq.
Pa. ID # 39035
Box 21A
Oliveburg, PA 15764

John M. Ingros, Esq.
(Counsel for David C. Long)
Pa. Sup. Ct. I.D. #70430
99 North Gilpin Street
PO Box 15
Punxsutawney, PA 15767
(814)-939-7433

FILED ^{NO} CC
M/INT BDL
JUN 27 2005 (CR)

William A. Shaw
Prothonotary/Clerk of Courts

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that **Debbie Parks**, the undersigned, parent and legal guardian of **Aaron Parks**, for herself and for **Aaron Parks**, for and in consideration of the sum of **TEN THOUSAND DOLLARS AND 00/100 (U.S. 10,000.00)** paid by **West Branch Area School District** has released and discharged, and by these presents does hereby forever release and discharge the said **West Branch Area School District**, and all other persons, firms, insurers, and corporations for and from any and all liability, claims, demands, controversies, damages, injuries, actions, and/or causes of action of every kind and nature allegedly caused by or resulted or hereafter resulting to **Aaron Parks** and/or **Debbie Parks** or injuries or damages allegedly sustained at or in any way connected with the **West Branch Area School District**, its programs or activities, and of and from all liability, claim demands, controversies, damages, actions, and causes of action whatsoever, either in law or equity, which **Aaron Parks**, his guardian(s), heirs, executors, administrators, successors and assigns, can, shall or may have by reason of or in any wise incident or resulting from the enrollment, matriculation, attendance or any other involvement of **Aaron Parks** and/or **Debbie Parks** with or in

the West Branch Area School District and/or any of its directors, officers, administrators, employees, attorneys, agents or representatives, regardless of date.

As inducement to the payment of the sum aforesaid, the undersigned declares that she fully understands the terms of this Release, and that she voluntarily accepts said sum for the purpose of making full and final compromise, adjustment and settlement of all loss and damages hereinbefore-mentioned or referred to, and that the payment of said sum for the release is not an admission of liability by the payor or releasees, but that they expressly deny liability. It is expressly understood and agreed that the said sum hereinbefore stated is the sole consideration for this Release and that the consideration stated therein is contractual and not mere recital. Furthermore, the undersigned and Aaron Parks are specifically precluded and prevented from seeking further recovery from these released parties in the event that additional insurance coverage or other financial responsibility is discovered.

The undersigned acknowledges and agrees that any lien or potential lien is to be satisfied solely out of the settlement proceeds and that Releasees shall be held harmless from any and

all claims, demands, actions, judgments, including attorney's fees and costs sought or procured by any lienholder or potential lienholder, governmental or otherwise.

In executing this Release, the undersigned acknowledges that she has read this Release, and acknowledges that she executed this Release based upon her own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, Debbie Parks, parent and legal guardian of Aaron Parks, for and by Aaron Parks, has hereunto set her hand this 15th day of March, 2005.

In the presence of:

Emily R. Githens

CAUTION! READ BEFORE SIGNING

Debbie Parks (SEAL)
Debbie Parks, parent and
legal guardian of Aaron Parks

Emily R. Githens

Debbie Parks (SEAL)
Debbie Parks

STATE OF PENNSYLVANIA

COUNTY OF

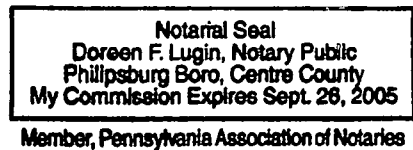
Centre

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SS:



On this, the 15th day of March, 2005,

before me, a Notary Public, the undersigned officer, personally appeared **Debbie Parks**, parent and legal guardian of Aaron Parks, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Doreen F. Lugin
Notary Public

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
COMMONWEALTH OF PENNSYLVANIA

AARON PARKS, a Minor, by and through
DEBORAH PARKS, his natural guardian,

PLAINTIFF,

v.

Number 2005-746 C.D.

The WEST BRANCH AREA SCHOOL
DISTRICT,

DEFENDANT.

CERTIFICATE OF SERVICE

I, John M. Ingros, Counsel for David C. Long, hereby certify that on the 23rd day of June, 2005, I caused a fully executed **Release of All Claims** form (copy attached) to be served on the following person(s), in the manner listed below, at the following address(es), pursuant to the June 15, 2005 Order of this Court:

By First Class US Mail to:

David B. Consiglio, Esq.
Miller, Kistler, Campbell, et al
720 South Atherton Street
State College, PA
16801-4628



John M. Ingros, Esq.