

05-1192-CD

In Re: Allison Floyd et al
2005-1192-CD

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

ALLISON FLOYD, a minor, by and through No.: 2005-1192-CO
her parents and natural guardians, DIANA
FLOYD and DOUGLAS FLOYD,

Petitioners

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

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

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

(814) 942-3699

*Original to
C/N*

FILED (C/N)

AUG 11 2005
12:10 PM
William A. Shaw
Prothonotary/Clerk of Courts
No. CEN.

CA

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

ALLISON FLOYD, a minor, by and through No.: 2005-1192-CO
her parents and natural guardians, DIANA
FLOYD and DOUGLAS FLOYD,

Petitioners

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

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

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

(814) 942-3699

FILED

AUG 11 2005

William A. Shaw

Prothonotary/Clerk of Courts
w. c. m.

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

ALLISON FLOYD, a minor,
by and through her parents and natural
guardians, DIANA FLOYD and
DOUGLAS FLOYD,

No.: 05-1192-CD

FILED

0/3:36 cm

AUG 12 2005

1cc to AAA
Smith

Petitioners

William A. Shaw
Prothonotary

ORDER OF COURT

AND NOW, to wit, this 12th day of August, 2005, it is hereby
Ordered that the bodily injury liability claim of the minor Petitioner, Allison Floyd, arising out of
a bodily injury accident which occurred on September 10, 2004, may be settled for the sum of
Twenty-eight Thousand Five Hundred Dollars and 00/100 (\$28,500.00).

1. It is further Ordered that the net settlement proceeds of Seventeen Thousand Six
Hundred Ninety-one Dollars and 91/100 (\$17,691.91) shall be distributed to
Diana Floyd and Douglas Floyd, parents and natural guardians of Allison Floyd, a
minor. Said check to forwarded directly by Nathaniel B. Smith, Esquire, to a
bank which is federally insured or whose deposits are backed by the full faith and
credit of the United States Government, and that said funds be deposited in an
account in the minor Petitioner's own name with an express restriction that no
funds may be withdrawn until the minor Petitioner achieves the age of eighteen
(18), unless otherwise authorized by an Order of Court of the Common Pleas of
Blair County. Therefore, the restricted account relevant to the minor Petitioner,
Allison Floyd shall be restricted until her 18th birthday on February 17, 2013.

2. It is Ordered that the settlement proceeds of Two Thousand Nine Hundred Sixty-four Dollars and 33/100 (\$2,964.33) shall be paid directly to Laffey & Associates, P.C. to satisfy their documented lien in this matter.
3. It is Ordered that the sum of Seven Thousand One Hundred Twenty-five Dollars and 00/100 (\$7,125.00) shall be paid to the law firm of Edgar Snyder & Associates, LLC for their fee in this matter. Costs totaling Seven Hundred Eighteen Dollars and 76/100 (\$718.76) are also approved.
4. Petitioners Diana Floyd and Douglas Floyd are the persons authorized to execute all necessary documents on behalf of the minor Petitioner, Allison Floyd.
5. Counsel for the Petitioners shall provide this Court with proof of the deposit of the settlement proceeds to be placed into a restricted account for the minor Petitioner within sixty (60) days from the date of this Order of Court.

BY THE COURT:

 J.

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

ALLISON FLOYD, a minor,
by and through her parents and natural
guardians, DIANA FLOYD
and DOUGLAS FLOYD,

No.: 2005-1192-C0

Petitioners

PETITION FOR APPROVAL OF SETTLEMENT OF A MINOR'S CLAIM

AND NOW, come the Petitioners, Allison Floyd, a minor, by and through her parents and natural guardians, Diana Floyd and Douglas Floyd, by and through their attorneys, Edgar Snyder & Associates, LLC and Nathaniel B. Smith, Esquire, for approval of the bodily injury liability settlement relative to the minor Petitioner's personal injury claim:

1. The minor Petitioner, Allison Floyd, was injured on September 10, 2004 while present on a wooden structure at the Central Pennsylvania Speedway, Lawrence Township, Clearfield County, Pennsylvania. Minor Petitioner Allison Floyd had descended two steps to a landing from the upper level of this structure. Allison put her hand out to grasp the handrail to descend several more stairs when the railing broke, causing Allison to fall to the ground, land on her outstretched left hand, and fracture her left wrist.
2. As of the date of the within accident, minor Petitioner Allison Floyd resided with and continues to reside with her parents in Mineral Springs, Pennsylvania. As of the date of the within incident on September 10, 2004, minor Petitioner Allison Floyd was nine years old with a date of birth on February 17, 1995.
3. The minor Petitioner was seen in the emergency department of Clearfield Hospital immediately following the fall down incident with complaints of tenderness and swelling of her left forearm and wrist. X-rays were taken of Allison's left wrist which indicated a

complete displacement at the radial metaphysis. Allison's left arm was placed in a long arm splint, she was provided a sling to keep the arm elevated, and a prescription for Darvocet was also given. Follow up with orthopedic surgeon Dr. Lawrence Bell was scheduled for the following day, September 11, 2004.

4. Dr. Bell examined the minor Petitioner. Surgery to repair the displaced Salter II fracture of the left distal radius was immediately scheduled. Dr. Bell performed the closed reduction surgery. During the procedure, it was noted that percutaneous pinning of the distal radius would be necessary to stabilize the fracture. Following the surgery, a long cast was applied and the minor Petitioner was taken to recovery. The minor Petitioner was discharged to home at approximately 11:15 a.m. on September 11, 2004 with instructions to return for follow up care with Dr. Bell in seven to ten days, wear the sling to keep the left arm elevated.

Allison Floyd was seen in follow up with Dr. Bell on September 22, 2004. Follow up x-rays taken demonstrated good position of the distal radius fracture and good positioning of the pin. The cast and pin were removed on October 8, 2004 and a splint was applied to the left wrist and forearm. On October 15, 2004, Dr. Bell noted the wound at the pin site was healing well; range of motion was approximately 50% of normal. Dr. Bell recommended continued splinting of the left arm for another week, removing for range of motion exercises as tolerated. The splint could then be discontinued. A copy of the operative report of the closed reduction of the Salter II fracture of the left distal radius and percutaneous pinning is attached hereto and incorporated herein as Exhibit 'A'. A copy of the narrative report of Dr. Lawrence D. Bell dated April 28, 2005 is attached hereto and incorporated herein as Exhibit 'B'.

5. An investigation relative to the within incident has been performed on behalf of the Petitioners. Counsel for the Petitioners has been in contact with the hospital and physicians who evaluated and treated the minor Petitioner. Counsel for the Petitioners has been able to document the personal injury claim on behalf of the minor Petitioner for T.H.E. Insurance Company.
6. Counsel for the Petitioners received a settlement offer of Twenty-eight Thousand Five Hundred Dollars and 00/100 (\$28,500.00) T.H. E. Insurance Company, insuring the Central Pennsylvania Speedway.
7. It is proposed that the Twenty-eight Thousand Five Hundred Dollar and 00/100 (\$28,500.00) bodily injury liability settlement for the minor Petitioner, Allison Floyd to be apportioned as follows:

Fee to Edgar Snyder & Associates, LLC	\$	7,125.00
Reimbursement of costs to Edgar Snyder & Associates, LLC	\$	718.76
Payment to Laffey & Associates, P.C. for their documented Medical lien in this matter,	\$	2,964.33
Net settlement to be placed into a restricted account For minor Petitioner Allison Floyd	\$	<u>17,691.91</u>
For at total of	\$	28,500.00

8. Petitioners request that the net settlement proceeds of Seventeen Thousand Six Hundred Ninety-one Dollars and 91/100 (\$17,691.91) be deposited in an account which is federally insured or backed by the full faith and credit of the United States Government and that said funds be deposited in an account in the minor Petitioner's own name with the express restriction that no funds may be withdrawn until the minor Petitioner achieves the age of eighteen (18), unless otherwise authorized by an Order of Court of the

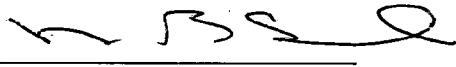
Common Pleas of Clearfield County. Therefore, the account relevant to the minor Petitioner, Allison Floyd, shall remain restricted until her 18th birthday on February 17, 2013.

9. It is requested that Petitioners Diana Floyd and Douglas Floyd, parents of Allison Floyd, a minor, be designated as the persons authorized to execute all necessary documents on behalf of the minor Petitioner, Allison Floyd.

WHEREFORE, counsel for the Petitioners request that this Honorable Court approve the bodily injury settlement, proposed distribution, attorneys fees and costs as set forth in this Petition.

Respectfully submitted,

Edgar Snyder & Associates, LLC

By: 
Nathaniel B. Smith, Esquire
Attorney for Petitioners

CLEARFIELD HOSPITAL, PO BOX 992, CLEARFIELD, PA 16830
REPORT OF PROCEDURE – PAGE 1

PATIENT: FLOYD, ALLISON
HOSPITAL SERVICE: ACU
PROCEDURE DATE: 09/11/2004
SURGEON: Lawrence D. Bell, M.D.

MR#: 149004

PREOPERATIVE DIAGNOSIS: Salter II fracture left distal radius along with nondisplaced fracture of the distal ulna.

POSTOPERATIVE DIAGNOSIS: Same.

OPERATIVE PROCEDURE:

Closed reduction of above fracture and percutaneous pinning.
Application of long arm cast.

ANESTHESIA: General.

PROCEDURE: The patient was placed under satisfactory general anesthesia. The splint was removed. She was noted to have some abrasions on the volar aspect of her distal forearm and this was scrubbed thoroughly with soapy water and a scrub brush with Hibiclens. A closed reduction was done using a combination of traction to relax the muscles, increasing of the deformity, and reduction maneuver to utilize the intact periosteal hinge. This resulted in a partial reduction of the fracture. Note that the distal radius growth plate was completely displaced and the volar surface of the distal fragment was along the dorsal edge of the proximal fragment initially. After the first reduction maneuver there was still about 3 or 4 mm of volar movement that needed to take place. Additional traction was applied and dorsal pressure was applied to reduce the growth plate further. The reduction was somewhat stable in that extension of the wrist while observing on the C-arm would only allow 2 or 3 mm of dorsal movement of the distal fragment, but with any pressure on the hand or wrist I could get 3 or 4 mm of motion at the growth plate and I felt this was not stable enough to go without a pin.

Next the left upper extremity was prepped and draped in the usual fashion. A single K-wire 0.045 inches was used and inserted through the radial styloid area and driven proximally across the fracture and into the metaphyseal region. The pin was bent outward at its skin surface and excess pin was cut away then Adaptic and antibiotic ointment was applied to the pin and also to the volar abrasions. A bulky dressing was applied and then a long arm cast was applied. She was awakened and returned to the recovery room in good condition.

DATE	SIGNATURE
D: 09/11/2004	T: 09/13/2004
LDB/cc	



371132

LAWRENCE D. BELL, M.D., P.C.

807 TURNPIKE AVENUE
CLEARFIELD, PA 16830

TELEPHONE (814) 765-8590

April 28, 2005

Todd Berkey Esquire
Edgar Snyder & Associates
Regency Square
2900 Old Route 220
Suite 201
Altoona, PA 16601

RE: Allison N. Floyd
DOB: 2-17-1995
SSN: 166-76-1113



Dear Attorney Berkey:

I first saw this patient on 9-11-04. She had sustained a fracture of her distal left forearm.

Her history is that she was at the racetrack. She was standing on a landing and leaned against a railing. Apparently the railing broke, and she fell a vertical drop of about five feet, landing on her outstretched left hand. She had no prior problems with her left upper extremity.

At that time her examination showed a deformity of the left wrist (a Colles deformity) and there were some abrasions on the volar aspect of her wrist. The circulation and nerve function was all intact. She was taken to the operating room and under general anesthesia on 9-11-04 she had a closed reduction and percutaneous pinning of the fracture. Prior to the reduction the x-rays showed a completely displaced fracture of the distal radius. This fracture was through the growth plate and was a Salter II fracture. In addition, the distal ulna had a nondisplaced but slightly angulated fracture. Closed reduction was done and a pin was placed across the radius fracture percutaneously. She was placed in a cast.

She did well following the surgery, and on 9-22-04 when seen in the office, she was doing well with no complications and x-rays showed good position of the fracture and of the pin. Then on 10-08-04 the cast was removed. The pin was removed and there was no

Todd Berkey, Esquire
RE: Allison N. Floyd
April 28, 2005
Page Two

sign of any infection, just slight tenderness over the distal radius fracture site, and no clinical deformity. The wrist and forearm were splinted.

Her next visit was on 10-15-04 at which time the pin site was healed and was covered with a small scab. The fracture sites were nontender. There was no deformity. Range of motion of her wrist at that time was about 50% of normal which was quite good considering her wrist had been casted up until one week prior to that and she had been splinted the majority of the time the previous week. The plan at that time was to have her use the splint for about one more week, removing for range of motion exercises as tolerated, and then discontinue the splint. That was the patient's last visit and I have not seen her since then.

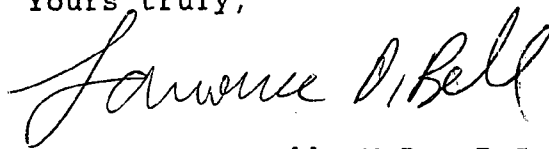
There is no question that the injury occurred because of the fall that was described as occurring when she fell off the landing at the racetrack when the railing broke. The type of injury is consistent with that history. I cannot state with absolute certainty what the patient's range of motion is today since I have not seen her since 10-15-04, but the most likely outcome and what I expected would happen is that the patient would most likely gradually regain all her range of motion over the next three or four weeks following her last visit.

Regarding the future disability and deformity, again the most likely outcome would be no deformity and no need for further surgery. There is, however, a small possibility with any growth plate injury that there could be a premature closure of some or all of the growth plate. If such a growth disturbance were to occur in a nine or ten year old, then a progressive deformity would most likely occur with the wrist becoming progressively more deformed, and then this would necessitate a surgical procedure such as an osteotomy. At the time I last saw this patient, my impression of the likelihood of any future problems with pain, stiffness, growth disturbance, or need for any future surgery was that the likelihood of any of these problems is minuscule.

Todd Berkey, Esquire
RE: Allison N. Floyd
April 28, 2005
Page Three

The above statements are all made within a reasonable degree
of medical certainty.

Yours truly,

A handwritten signature in cursive script that reads "Lawrence D. Bell". The signature is written in dark ink and is positioned above the printed name.

Lawrence D. Bell, M.D., P.C.

LDB/jed

VERIFICATION

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

Diana R. Floyd

Diana Floyd, parent and natural guardian
of Allison Floyd, a minor

Douglas E. Floyd

Douglas Floyd, parent and natural guardian
of Allison Floyd, a minor

Date

8-6-05

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

ALLISON FLOYD a minor, by and through No. 2005 1192 CD
her parents and natural guardians, DIANA
FLOYD and DOUGLAS FLOYD,

Petitioners,

PROOF OF DEPOSIT

Filed on behalf of:
Petitioners

Counsel of record for this party:

NATHANIEL B. SMITH, ESQUIRE

PA I.D. No. 34277

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

(814) 942-3699

FILED *NO CC*
m/j 50/81
OCT 13 2005 *sm*

William A. Shaw
Prothonotary/Clerk of Courts

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

ALLISON FLOYD, a minor,
by and through her parents and
natural guardians, DIANA FLOYD
and DOUGLAS FLOYD,

No.: 2005 1192 CD

Petitioners

PROOF OF DEPOSIT

Kindly file the enclosed Proof of Deposit of settlement proceeds, which consists of a photocopy of the County National Bank Certificate of Deposit, certificate number 244102/0000000001 for the minor, Allison Floyd pursuant to the Order of Court dated August 12, 2005 and signed by the Honorable Judge Fredric J. Ammerman.

EDGAR SNYDER & ASSOCIATES, LLC

By

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

Nathaniel B. Smith, Esquire
Attorney for the Petitioners

CERTIFICATE OF TIME DEPOSIT — NON-NEGOTIABLE AND NON-TRANSFERABLE

CERTIFICATE
NUMBER

244102/0C0C000001

ISSUED TO/NAME(S) AND ADDRESS(ES) OF DEPOSITOR(S) ("you, your")			NAME AND ADDRESS OF ISSUER/FINANCIAL INSTITUTION ("we, us")		
Allison N Floyd Douglas E Floyd & Diana Floyd Custodians N/T/B/W Before Age 18 Or By Court Order 72 Sunflower Ln Po Box 103 Mineral Springs PA 16855			County National Bank 1231 Old Town Road Clearfield, PA 16830 0000006 Old Town Road		
S.S.#/IT.I.N.	ISSUE DATE	MATURITY DATE	<input checked="" type="checkbox"/> AUTOMATICALLY RENEWABLE	TERM	AMOUNT OF CERTIFICATE
166-76-1113	09/23/2005	09/23/2008	<input type="checkbox"/> SINGLE MATURITY	036 Months	\$17,691.91
OWNERSHIP TYPE: Trust					

Words or phrases preceded by a ☐ are applicable only if the ☐ is marked. Phrases containing a blank space which is not filled in or completed with an N/A are not applicable.

INTEREST RATE

- ☐ **FIXED RATE.** The deposit evidenced by this Certificate will earn an annual interest rate of _____ % Annual Percentage Yield _____ %
- ☒ **VARIABLE RATE.** The deposit evidenced by this Certificate will earn an interest rate based on the index indicated below as adjusted by the frequency indicated as "Adjustment Frequency."

Initial Interest Rate 3.49 % Annual Percentage Yield 3.54 % Adjustment Frequency weekly

First Adjustment Date 09/28/2005 INDEX 91 Day Treasury Bill ☐ Plus ☒ Minus a margin of .100 %

☒ The Interest Rate will not be ☒ increased to more than 8.00 % per annum ☐ decreased to less than _____ % per annum.

☐ The Interest Rate will not change by more than _____ % per adjustment.

- ☐ **STEPPED RATE.** The following will be interest rates and time periods for those rates for your account:

The initial interest rate is _____ %	The initial time period is _____
The second interest rate is _____ %	The second time period is _____
The third interest rate is _____ %	The third time period is _____
The fourth interest rate is _____ %	The fourth time period is _____
The fifth interest rate is _____ %	The fifth time period is _____
The sixth interest rate is _____ %	The sixth time period is _____

The Annual Percentage Yield for your account is _____ %.

CERTIFICATE FEATURES

- ☐ **CALLABLE.** This Certificate has a "call" feature as described in the Account Agreement: _____
- ☐ **BUMP-UP.** The Certificate has a "bump-up" feature as described in the Account Agreement: _____

Interest Payment Frequency Quarterly which will be

- ☐ credited to account number _____
- ☐ paid to depositor(s) by check.
- ☒ added to principal of this Certificate.

Interest will be calculated on a basis of ☐ 365 days ☒ Other Actual/365.

Interest will be compounded quarterly

EARLY WITHDRAWAL PENALTY: Refer to Truth In Savings Disclosure

Early Withdrawal Penalty may invade principal.

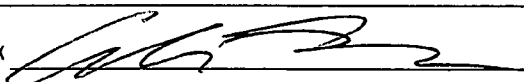
- ☒ **Grace Period - Automatically Renewable Certificate:** 10 days. If this Certificate is withdrawn during the grace period,
- ☐ the interest rate will be _____ %.
- ☐ the interest rate will be the same rate of interest that would have been paid on this Certificate if renewed.
- ☒ interest will not be paid during the grace period.

- ☐ **Post-Maturity Interest - Single Maturity Certificate:**

☐ The interest rate paid on the deposit after the Maturity Date will be _____ %.

☐ Interest will not be paid after the Maturity Date.

Authorized Signer: X



Optional Signature (Official) X

Customer Service Representative

REDEMPTION. The Depositor(s) acknowledge(s) receipt of funds represented by this Certificate of Deposit.

X

DEPOSITOR SIGNATURE/DATE

X

DEPOSITOR SIGNATURE/DATE

(DH) 12/96

COUNTY NATIONAL BANK
DEPOSIT ACCOUNT HOLD

Name Allison Floyd Account Number 244102

Name Doug & Diana Floyd Custodian

Application: ☐ Checking ☐ Savings ☒ Certificate

Place Hold: Hold Code 2 Status Y
Hold Amount 99999.99

Reason Court Order

Date September 23, 2005 Requested By Andrew Franson Account Verified _____

Release Hold: Date 2-17-2013 Released By _____ Account Verified _____