

**In Re: Ryan Sinclair
2006-89-CD**

**06-89-CD
In Re: Ryan Sinclair**

IN RE: RYAN SINCLAIR, a minor

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 2006 - 89-CV

**PETITION FOR APPROVAL OF
MINORS' SETTLEMENT**

Filed on behalf of Petitioners:
**STEPHEN E. SINCLAIR and
CECELIA J. SINCLAIR**

Counsel of Record for this Party:
**FREDERICK B. GIEG, JR., ESQUIRE
PA I.D. #09965
GIEG AND GIEG
401 North Logan Boulevard
Altoona PA 16602
814-946-1606**

FILED

File
JAN 19 2006

m 11:30 a.m.

William A. Shaw
Prothonotary/Clerk of Courts
No C/C

6/10/06
TO
C/A

IN RE: RYAN SINCLAIR, a minor

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OF CLEARFIELD COUNTY,
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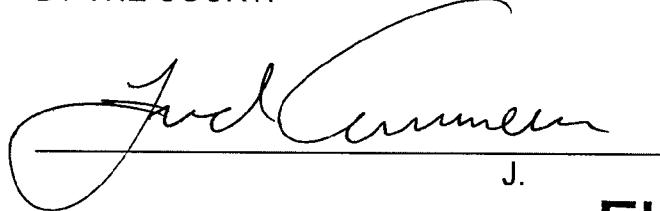
IN RE: RYAN SINCLAIR, a minor : No. 2006 - 89-CD
Date of birth: March 26, 2003 :

ORDER OF COURT

AND NOW, this 20th day of January, 2006, upon consideration of the foregoing Petition, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Harleysville Insurance, on behalf of the Defendant, C P S Cable Vision, Inc., shall pay to Stephen E. Sinclair and Cecelia J. Sinclair, parents and natural guardians of the minor child, Ryan Sinclair, the sum of \$1,000.00 as final settlement of all claims relating to the injuries of Ryan Sinclair sustained on January 10, 2004.
2. Frederick B. Gieg, Jr., Esquire, is herewith permitted to charge the fee of \$150.00 for his services in connection with this matter.
3. The remaining monies of \$850.00 shall be paid to Stephen E. Sinclair and Cecelia J. Sinclair, as parents and natural guardians for Ryan Sinclair, said sum to be placed in a Certificate of Deposit in the minor child's name and to be paid to said child upon his attaining his 18th birthday on March 26, 2021.
4. The release as marked as Exhibit "C" is herewith approved and shall be binding upon said minor child, Ryan Sinclair, his heirs, successors and assigns.

BY THE COURT:



J.

FILED
01/24/2006
JAN 24 2006
ICE
Att'y Gieg
©

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN RE: RYAN SINCLAIR, a minor : No. 2006 -
Date of birth: March 26, 2003 :

PETITION FOR APPROVAL OF MINORS' SETTLEMENT

NOW THIS 16th day of January, 2006, comes Stephen E. Sinclair and Cecelia J. Sinclair, parents and natural guardians of Ryan Sinclair, and request Court approval for settlement of the Minor's claim against C P S Cable Vision, Inc. and in support thereof alleges:

1. The Petitioners are Stephen E. Sinclair and Cecelia J. Sinclair, adult individuals residing at 165 Clinton Road, P.O. Box 224, Clinton, Cambria County, Pennsylvania 16640.
2. The Petitioners are the parents and natural guardians of the minor child, Ryan Sinclair.
3. Under date of January 10, 2004, one Petitioner, Cecelia J. Sinclair, was descending from the second floor apartment at 326 Railroad Street, Coalport, Clearfield County, Pennsylvania, on a set of stairs that were unsafe for residential use.
4. Petitioner, Cecelia J. Sinclair, slipped on said stairs and fell to the bottom while the minor child, Ryan Sinclair, was being held by his mother, Cecelia J. Sinclair.
5. Petitioner, Cecelia J. Sinclair, was severely injured but the minor child, Ryan Sinclair, the subject of this Petition, suffered a contusion of the head.
6. The minor child, Ryan Sinclair, fortunately was not injured badly and was released from care within approximately one month.

7. The minor child, Ryan Sinclair, suffered no permanent injury and the medical bills were paid by Stephen E. Sinclair's Blue Cross/Blue Shield and they have made no subrogation demand, those bills being:

Pediatric Healthcare Associates	\$241.00
Bon Secours Holy Family Hospital	\$337.69
AMED Ambulance Services	\$537.50

Copies of said bills are attached and marked as Exhibit "A".

8. Although a Contingent Fee Agreement has been signed at one-third, Petitioner's Attorney is only charging \$150.00 as simply the cost of preparation of the Petition as Attorney's fees, with the remaining \$850.00 to be paid to Stephen E. Sinclair and Cecelia J. Sinclair as parents and natural guardians of the minor child, Ryan Sinclair. A copy of the settlement sheet is attached and marked as Exhibit "B".

9. No suit has been filed in this matter and this Petition has been filed in light of the fact that any settlement for a minor requires Court approval, see P.R.C.P. §2039.

10. In that the amount of money is less than \$25,000.00, the money can be made payable to Stephen E. Sinclair and Cecelia J. Sinclair as parents and natural guardians of Ryan Sinclair.

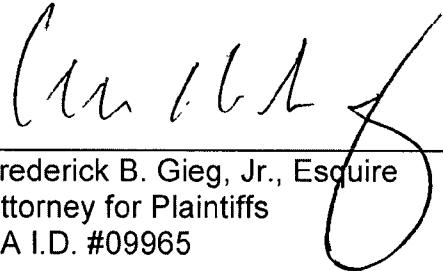
11. The Insurance Carrier in this matter, Harleysville Insurance, has tendered a release and this Petition is also to approve said release, a copy of which is attached and marked as Exhibit "C".

WHEREFORE, Petitioners request the Court approve the settlement of \$1,000.00 with disbursement of the monies as heretofore set forth and that

the Court approve the release as set forth in Exhibit "C", the same to be legally binding upon said minor child, Ryan Sinclair.

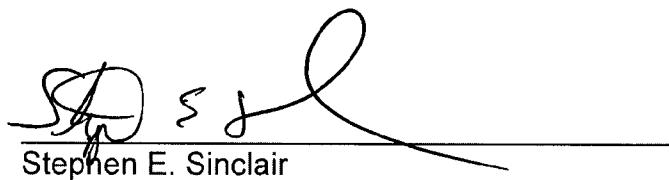
Respectfully submitted,

GIEG AND GIEG

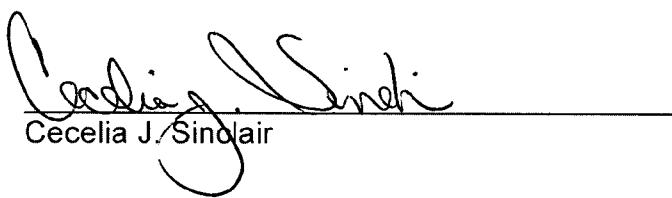
A handwritten signature in black ink, appearing to read "Frederick B. Gieg, Jr." followed by a stylized "F".

Frederick B. Gieg, Jr., Esquire
Attorney for Plaintiffs
PA I.D. #09965

WE, STEPHEN E. SINCLAIR AND CECELIA J. SINCLAIR, verify that the statements made in the foregoing pleading are true and correct to the best of our knowledge, information and belief. I understand that any false statements made herein are subject to the penalties of 18 PA. C.S.A. §4904, relating to unsworn falsification to authorities.



Stephen E. Sinclair



Cecelia J. Sinclair

Date: 1-13-04

Pediatric Healthcare Associates, Inc.

615 Sixth Avenue
Altoona PA 16602

Itemized Statement

Tax ID : 251778730
Phone # : (814)944-7383

Date : 07/09/2004

Page : 2

STEPHEN SINCLAIR
165 FLINTON ROAD
FLINTON, PA 16640

Patient : RYAN S SINCLAIR
Account # : 13832-1

Insurance 1 : BLUE SHIELD

Date	Code	Description	Provider	Diagnosis	Location	Qty	Amount	Insurance Balance	Patient Balance
04/23/04	BSWO	BC/BS Write Off					-35.00		
06/01/04	99213	ESTABLISHED PATIENT LEVEL 3 SIAY	462	OF		1	58.00		
06/01/04	CASH	Cash					-15.00		
06/04/04	BSCK	BC/BS Check					0.00		
06/04/04	BSWO	BC/BS Write Off					-43.00		
07/09/04	99392	WELL VISIT EARLY CHILDHOOD 1-AY	V20.2	OF		1	65.00	50.00	
07/09/04	90707	MMR IMMUNIZATION	AY	V06.4	OF	1	65.00	65.00	
07/09/04	90471	ADMIN OF INJECTION	AY	V20.2	OF	1	10.00	10.00	
07/09/04	90748	COMVAX IMMUNIZATON	AY	V20.2	OF	1	63.00	63.00	
07/09/04	90472	ADMIN OF 2+ INJECTON	AY	V20.2	OF	1	10.00	10.00	
07/09/04	CASH	Cash					-15.00		
Total Amount from 01/13/2004 through 07/09/2004 :								\$136.00	\$198.00
									\$0.00

Providers : YOUSSEF, ADNAN MD

EXHIBIT**A**

Paediatric Healthcare Associates, Inc.
615 Sixth Avenue
Altoona PA 16602

Itemized Statement

Tax ID : 251778730
Phone # : (814)944-7383

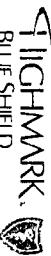
STEPHEN SINCLAIR
326 RAILROAD STREET
COALPORT, PA 16627

Date : 01/14/2004

Page : 1

Patient: RYAN S SINCLAIR
Account #: 13832-1

Insurance 1 : BLUE SHIELD



HIGHMARK
BLUE SHIELD
120 Fifth Avenue, Pittsburgh, PA 15222-3099
www.highmark.com

120 Fifth Avenue, Pittsburgh, PA 15222-3099
www.highmark.com

PAYMENT HAS BEEN SENT TO
AMED AMBULANCE SVCS
PO BOX 1951
ALTOONA PA 16603

EXPLANATION OF BENEFITS

THIS IS
NOT A BILL

جایزه

REMARKS:

PAT. ACCT. # 5
PATIENT NAME RYAN SINCLAIR

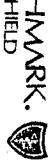
		EXPENSE SUMMARY			
		53750		BALANCE	53750
2004 DEDUCTIBLE IS	MAX	INDIV. FAMILY	SELF REFERRED INDIV. FAMILY	LESS COINSURANCE	
DEDUCTIBLE IS	MAX	\$0.00	\$400.00	\$1,200.00	
OUT OF POCKET IS	MAX	\$0.00	\$0.00	\$0.00	
OUT OF POCKET IS	MAX	\$0.00	\$1,500.00	\$3,000.00	
				TOTAL BENEFITS PAYABLE...	\$537.50
				MEMBER RESPONSIBILITY...	\$0.00

REMARKS:

PAT ACC#
PATIENT NAME

HIGHMARK BLUE SHIELD PROVIDES ADMINISTRATIVE CLAIMS PAYMENT SERVICES ONLY AND DOES NOT ASSUME ANY FINANCIAL RISK OR OBLIGATION WITH RESPECT TO CLAIMS.

TOLL FREE 1-800-386-4944
M-F 8AM - 5PM EST



MARK. HIELD
Avenue, Pittsburgh, PA 15222-3099
Home of the Blue & Green and Blue Shaded Association

S SINCLAIR
326 RAILROAD STREET
COALPORT PA
COALPORT PA 16627

PAYMENT HAS BEEN SENT TO
BON SECOURS HOLY FAMILY REG HL
2500 SEVENTH AVE
ALTOONA PA 16603

EXPLANATION OF BENEFITS

UF-44 (RB-03) 1641

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HOSPITAL \$50.00 THE ALLOWANCE FOR THIS EXPENSE HAS BEEN REDUCED BY THE CO-PAYMENT AMOUNT. YOU ARE FINANCIALLY RESPONSIBLE FOR THIS AMOUNT.

PAT ACCT#24134546

134546
SINCLAIR
5

EXPENSE SUMMARY		102952	76059	BALANCE	26893
COORDINATED INDIV.	SELF REFERRED INDIV.			LESS COINSURANCE	
2006 DEDUCTIBLE MAX IS	2006 FAMILY MAX IS	\$0.00	\$400.00	\$1,200.00	\$0.00
OUT OF POCKET MAX IS		\$0.00	\$0.00	\$1,500.00	\$3,000.00
OUT OF POCKET MAX IS		\$0.00	\$0.00	\$0.00	\$0.00
				TOTAL BENEFITS PAYABLE...	\$268.93
				MEMBER RESPONSIBILITY...	\$50.00

REMARKS

492 HOSPITAL \$50.00 THE ALLOWANCE FOR THIS EXPENSE HAS BEEN REDUCED BY THE CO-PAYMENT AMOUNT. YOU ARE FINANCIALLY RESPONSIBLE FOR THIS AMOUNT. SERVICES WERE RENDERED BY A HIGHMARK BLUE SHIELD PARTICIPATING PROVIDER. THE HIGHMARK BLUE SHIELD ALLOWANCE WILL BE ACCEPTED BY THE PROVIDER AS PAYMENT IN FULL. YOUR DEDUCTIBLE AND COINSURANCE ARE BASED ON THE ALLOWANCE

PAT ACCT#24134546

PATIENT NAME

SINCLAIR

4

5

DATES OF SERVICE

01/10/04 TO 01/10/04

SUBSCRIBER

SINCLAIR

DEALER/AGENCY NUMBER

161685780

MB23635 INFORMATION 365

DATE

07/04

CHECK NUMBER

4040403810

IF YOU HAVE QUESTIONS CONCERNING THIS CLAIM PLEASE CALL

HIGHMARK BLUE SHIELD PROVIDES ADMINISTRATIVE CLAIMS PAYMENT SERVICES ONLY AND DOES NOT ASSUME ANY FINANCIAL RISK OR OBLIGATION WITH RESPECT TO CLAIMS.

TOLL FREE 1-800-386-4944
M-F 8AM - 5PM EST



120 Fifth Avenue, Pittsburgh, PA 15222-3099

www.jinghua.com

2

www.nigmarair.com

THIS IS
NOT A BILL

PAYMENT HAS BEEN SENT TO

BON SECOURS HOLY FAMILY REG HL
2500 SEVENTH AVE
ALTOONA PA 16603

EXPLANATION OF BENEFITS

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REMARKS:

492 \$50.00 THE ALLOWANCE FOR THIS EXPENSE HAS BEEN REDUCED BY THE HOSPITAL CO-PAYMENT AMOUNT.

PAT ACCT#24130437

		EXPENSE SUMMARY			
		1720	10364	BALANCE	
2004 DEDUCTIBLE	MAX IS	INDIV. FAMILY	INDIV. REFERRED FAMILY	LESS COINSURANCE	
DEDUCTIBLE	MAX IS	\$0.00	\$40.00	\$1,200.00	BENEFITS PAYABLE
OUT OF POCKET	MAX IS	\$0.00	\$0.00	\$0.00	
OUT OF POCKET	MAX IS	\$0.00	\$1,500.00	\$3,000.00	TOTAL BENEFITS PAYABLE...
		\$0.00	\$0.00	\$0.00	MEMBER RESPONSIBILITY...
					\$68.76
					\$50.00

REMARKS:

492
A77 **HOSPITAL CO-PAYMENT** \$50.00 THE ALLOWANCE FOR THIS EXPENSE HAS BEEN REDUCED BY THE AMOUNT SERVICES WERE RENDERED BY A HIGHMARK BLUE SHIELD PARTICIPATING PROVIDER. THE HIGHMARK BLUE SHIELD ALLOWANCE WILL BE ACCEPTED BY THE PROVIDER AS PAYMENT IN FULL. YOUR DEDUCTIBLE AND COINSURANCE ARE BASED ON THE ALLOWANCE.

HIGHMARK BLUE SHIELD PROVIDES ADMINISTRATIVE CLAIMS PAYMENT SERVICES ONLY AND DOES NOT ASSUME ANY FINANCIAL RISK OR OBLIGATION WITH RESPECT TO CLAIMS.

PLEASE KEEP THIS STATEMENT FOR YOUR RECORDS

PLEASE KEEP THIS STATEMENT FOR YOUR RECORDS

PATIENT NAME	
RIVAN SINCLAIR	
6	
DATES OF SERVICE	
01/01/04 TO 01/01/04	
SUBSCRIBE	
SINCLAIR	
IDENTIFICATION NUMBER	
161685700	
VACATION INFORMATION	
365	
DATE	CHECK NUMBER
01/27/04	
CLAIM NUMBER	
40082060470	
IF YOU HAVE QUESTIONS CONCERNING THIS CLAIM PLEASE CALL:	
TOLL FREE 1-800-386-4944 M-F 8AM - 5PM EST	

CONTINGENT FEE AGREEMENT

Provision of Rule 2 of Rules of Court governing the business of courts adopted by the Supreme Court of Pennsylvania for all non-appellate civil courts of record of the Commonwealth of Pennsylvania, effective March 20, 1939:

"Agreements between attorney and client relating to compensation wholly or partly on a contingent basis shall be in writing, executed in duplicate. One executed copy shall be delivered to the client at the time of the making of the agreement, and the other shall be preserved by the attorney for at least two years after final judgment or settlement of the case. Such agreements shall be subject to inspection by the Court, by the appropriate committee of the Bar Association of the County or of the Court, and by the Board of Coverage of the Supreme Court."

I, **CECELIA SINCLAIR** hereby employ **FREDERICK B. GIEG, JR. ESQUIRE**, of **GIEG and GIEG**, Altoona, Pennsylvania, as attorney to negotiate a settlement, institute, conduct, superintend and prosecute to final determination by suit or action, if necessary, **a claim arising out of a fall down stairs at Apartment #1, Laurel & Railroad Streets, Coalport, on January 10, 2004 against CPS Cable Vision, Inc.**

EXPENSES OF LITIGATION:

Actual expenses incurred on the business of the Client shall be borne by the Client.

ATTORNEY FEES:

The fees of the attorney shall be contingent as follows:

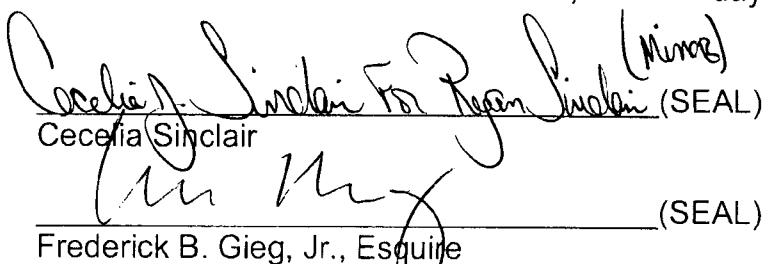
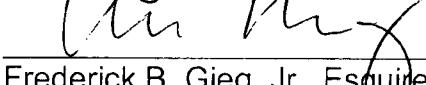
(a) 33 1/3 per cent, of gross recovery if case is settled before trial. The swearing of the jury, if a jury trial, of the calling of a witness or introduction of evidence, if a trial without jury, shall constitute the dividing line between settlement before and after trial. Appearance for argument or submission of a brief before the court in reference to a Question of Law raised on the pleadings shall be equivalent to trial.

(b) 33 1/3 per cent, of the gross amount recovered if tried.

(c) 33 1/3 per cent, of gross amount recovered if case is appealed beyond the local county or district court.

Should client decide to seek out new counsel prior to conclusion of this case, she agrees to pay Frederick B. Gieg, Jr. at the rate of \$140.00 an hour for all work done plus out of pocket expenses.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the _____ day of March , 2004.


Cecelia Sinclair (Signature)
Cecelia Sinclair (SEAL)

Frederick B. Gieg, Jr., Esquire (Signature)
(SEAL)

EXHIBIT

B

GENERAL RELEASE
(PLEASE READ CAREFULLY)

KNOW ALL MEN BY THESE PRESENTS, that I, RYAN SINCLAIR, a minor by STEPHEN & CECELIA SINCLAIR, as parents and natural guardians and individually, for the sole consideration of ONE THOUSAND DOLLARS (\$1,000.00), lawful money of the United States to me in hand paid by CPS CABLE VISION INC./RICHARD GINTER & THE HARLEYSVILLE MUTUAL INSURANCE COMPANY, receipt of which is hereby acknowledged, have remised, released and forever discharged CPS CABLE VISION INC./RICHARD GINTER AND THE HARLEYSVILLE MUTUAL INSURANCE COMPANY, their heirs, executors, administrators, successors and assigns and any and all other persons and entities (whether herein named or not) of and from all claims, demands, damages, actions, causes of action, or suits at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted or suffered to be done by the said CPS CABLE VISION INC./RICHARD GINTER AND THE HARLEYSVILLE MUTUAL INSURANCE COMPANY prior to and including the date hereof, and particularly on account of all injuries both to person or property resulting or to result from an incident which occurred on or about the 10th day of January, 2004 at or near the property located at 326 Railroad Street, Coalport, PA 16627.

EXHIBIT

PAGE 1 OF 3

It is understood and agreed that STEPHEN & CECELIA SINCLAIR, as parents and natural guardians of RYAN SINCLAIR, expressly stipulates and agrees to indemnify and hold forever harmless the said CPS CABLE VISION INC./ RICHARD GINTER AND THE HARLEYSVILLE MUTUAL INSURANCE COMPANY against any and all claims and actions which hereafter at any time may be made or instituted against the said CPS CABLE VISION INC. /RICHARD GINTER AND THE HARLEYSVILLE MUTUAL INSURANCE COMPANY by STEPHEN & CECELIA SINCLAIR or the said minor by his guardian(s) or legal representative(s) or anyone on his behalf for the purpose of enforcing a claim for damages resulting from the aforementioned incident.

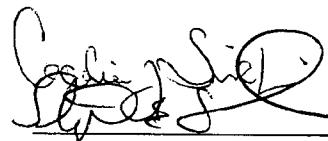
It is further understood and agreed that this settlement is not to be construed as an admission of liability on the part of CPS CABLE VISION INC./RICHARD GINTER AND THE HARLEYSVILLE MUTUAL INSURANCE COMPANY and that this release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same as my own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th
day of January A.D., 1999. 2006


(*Ryan Sinclair*) (SEAL)

Ryan Sinclair, a minor by
Stephen & Cecelia Sinclair, as parents and
natural guardians


(*Stephen & Cecelia Sinclair*) (SEAL)

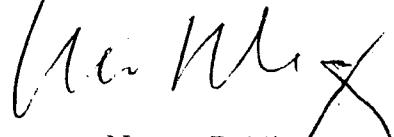
Stephen & Cecelia Sinclair, individually

IN THE PRESENCE OF:

County of Blair

ON THE 13th DAY OF January A.D., 1999, 2006, BEFORE ME, THE
~~Cecelia Sinclair~~ SUBSCRIBER, ~~Stephen Sinclair~~ PERSONALLY APPEARED THE ABOVE-NAMED
WHO IN DUE FORM OF LAW ACKNOWLEDGED THE FOREGOING RELEASE
TO BE AN ACT AND DEED AND DESIRED THE SAME BE RECORDED AS SUCH.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND
AND SEAL THE DAY AND YEAR AFORESAID.


Notary Public

