

07-123-CD

Christ the King vs H. McLaughlin

Christ the King vs Harold McLaughlin et al  
2007-123-CD

Date: 8/2/2007  
Time: 08:58 AM  
Page 1 of 2

**Clearfield County Court of Common Pleas**  
**ROA Report**  
**Case: 2007-00123-CD**

User: LMILLER

Current Judge: Fredric Joseph Ammerman

Christ the King Manor, Inc. vs. Harold E. McLaughlin, Edward F. McLaughlin, Patricia A. McLaughlin

**Civil Other**

Date		Judge
1/25/2007	New Case Filed.  ✓ Filing: Civil Complaint Paid by: Reavey, Donald R. (attorney for Christ the King Manor, Inc.) Receipt number: 1917362 Dated: 01/25/2007 Amount: \$85.00 (Check) 3CC shff.  ✓ Petition For Preliminary Injunction, filed by s/ Donald R. Reavey Esq. 3CC shff. and 1 cc Atty	No Judge No Judge
1/26/2007	✓ Order, NOW, this 26th day of Jan., 2007, upon consideration of the foregoing Petition, it is Ordered: A Rule is issued upon the Respondents. An evidentiary hearing on disputed issued of material fact shall be held on Jan. 30, 2007 in Courtroom 1 @ 9:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 5CC Atty., 3CC Shff.	Fredric Joseph Ammerman
	✓ Order, NOW, this 26th day of Jan., 2007, upon consideration of the Plaintiff's Petition for Preliminary Injunction, it is Ordered that a temporary injunction is issued upon the Defendants Edward F. McLaughlin and Patricia A. McLaughlin staying any transactions involving the assets of the Def. Harold E. McLaughlin. The Injunction shall be effective immediately. Plaintiff is required to place a bond in the amount of \$5000.00. Hearing and argument shall be held January 30, 2007 @ 9:00 a.m. in courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty., 3CC Shff	Fredric Joseph Ammerman
1/30/2007	✓ Order, NOW, this 30th day of Jan., 2007, upon review of Plaintiff's petition for Preliminary Injunction, Order is hereby Granted: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge.  1CC Atty. Reavey 1CC H. McLaughlin@1100 W. Long Ave., DuBois, PA 15801 1CC E. McLaughlin, 605 14th St., Huntingdon, PA 16652 1CC P. McLaughlin, 410 Rockland Ave., Punxsutawney, PA 15767	Fredric Joseph Ammerman
2/6/2007	✓ Amended Order, NOW, this 1st day of Feb., 2007, the Court's Order of Jan. 30, 2007 is amended to include the following: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge.  1CC Atty. Reavey 1CC Harold E. McLaughlin 1100 W. Long Ave. DuBois, PA 15801 1CC Edward F. McLaughlin 605 14th Street Huntingdon, PA 16652 1CC Patricia A. McLaughlin 410 Rockland Ave. Punxsutawney PA 15767	Fredric Joseph Ammerman
2/26/2007	✓ Sheriff Return, January 26, 2007 at 2:17 pm Served the within Complaint; Preliminary Injunction Order & Petition on Harold E. McLaughlin. January 26, 2007, Sheriff of Huntingdon County was deputized. February 6, 2007 at 9:52 am Served the within Complaint; Preliminary Injunction Order & Petition on Edward F. McLaughlin. January 26, 2007, Sheriff of Jefferson County was deputized. January 29, 2007 at 6:30 pm Served the within Complaint; Preliminary Injunction Order & Petition on Patricia A. McLaughlin. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Capozzi \$90.43 Huntingdon Co costs pd by Capozzi \$35.00 Jefferson Co. costs pd by Capozzi \$41.34	Fredric Joseph Ammerman

Date: 8/2/2007  
Time: 08:58 AM  
Page 2 of 2

**Clearfield County Court of Common Pleas**  
**ROA Report**  
**Case: 2007-00123-CD**

User: LMILLER

Current Judge: Fredric Joseph Ammerman

Christ the King Manor, Inc. vs. Harold E. McLaughlin, Edward F. McLaughlin, Patricia A. McLaughlin

**Civil Other**

Date	Judge
2/26/2007	✓ Praeclipe For Entry of Appearance, filed on behalf of Defendant Patricia A. McLaughlin, Individually and as Power of Attorney, Attorney in Fact, Responsible party and/or Fiduciary for Harold E. McLaughlin, enter appearance of J. Kipp Lukehart, Esquire. No CC
	✓ Answer To Complaint, filed by s/ J. Kipp Lukehart, Esquire. 4CC Atty. Lukehart
3/16/2007	✓ Filing: Default Judgment Paid by: Reavey, Donald R. (attorney for Christ the King Manor, Inc.) Receipt number: 1918079 Dated: 03/16/2007 Amount: \$20.00 (Check) Judgment in favor of Plaintiff and against Defendants Harold E. McLaughlin and Edward F. McLaughlin ONLY in the amount of \$57,305.69. Filed by s/ Andrew R. Eisemann, Esquire. Notice to Harold & Edward McLaughlin, Statement to Atty.
6/15/2007	✓ Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.22, filed by s/ Douglas A. Snyder, Esquire. 1CC to Atty.
	✓ Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.22, filed by s/ Douglas A. Snyder, Esquire. 1CC to Atty.
	✓ Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.22, filed by s/ Douglas A. Snyder, Esquire. 1CC to Atty.
	✓ Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.22, filed by s/ Douglas A. Snyder, Esquire. 1CC to Atty.
6/18/2007	✓ Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.22, filed by s/ Douglas A. Snyder Esq. 1CC Atty.
7/3/2007	✓ Motion to Consolidate, filed by s/Andrew R. Eisemann, Esq. Two CC Attorney Eisemann
7/10/2007	✓ Order, this 10th day of July, 2007, a Rule is issued upon the Respondent of Fredric Joseph Ammerman foregoing Motion. An evidentiary hearing shall be held on august 10, 2007, in Courtroom 1 at 2:30 p.m. 2CC Atty. Eisemann; 1CC O.C.
7/16/2007	✓ Praeclipe to Settle and Discontinue as to Defendant, PATRICIA A. MCLAUGHLIN, only, filed by s/ Andrew R. Eisemann Esq. 1CC Atty.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

CIVIL ACTION – LAW AND EQUITY

Plaintiff,

DOCKET NUMBER: 07-123-CD

v.

HAROLD E. MCLAUGHLIN,  
Individually,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801; and

TYPE OF PLEADING: COMPLAINT

EDWARD F. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
605 14<sup>TH</sup> STREET  
HUNTINGDON, PA 16652; and

FILED ON BEHALF OF : PLAINTIFF

PATRICA A. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
410 ROCKLAND AVENUE  
PUNXSUTAWNEY, PA 15767  
Defendants

TYPE OF CASE:  
BREACH OF CONTRACT AND INJUNCTIVE

FILED BY:

Donald R. Reavey, Esquire  
Capozzi and Associates, PC  
Attorney I.D. #82498  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233 – 4101

  
Donald R. Reavey, Esquire

FILED Atty pd. 85.00  
M 10:53 AM JAN 25 2007 3CC Sheriff  
JAN 25 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Donald R. Reavey, Esq.  
Attorney I.D. No. 82498  
Capozzi & Associates, P.C.  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101

Attorneys for Christ the King Manor, Inc.

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IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

v.

HAROLD E. MCLAUGHLIN,  
Individually,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

and

EDWARD F. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
605.14<sup>TH</sup> STREET  
HUNTINGDON, PA 16652

and

PATRICA A. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
410 ROCKLAND AVENUE  
PUNXSUTAWNEY, PA 15767

Defendants

§ CIVIL ACTION - LAW AND EQUITY

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## NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiffs. 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 OR CANNOT AFFORD ONE, 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 REDUCED FEE OR NO FEE.

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte días de plazo al particular de la fecha de la demanda la notificación. Hace falta asistir a una comparecencia escrita o en persona o con abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se advierte que si usted no tiene defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades y otros derechos importantes para usted.

LLEVE ESTA DEMANDA A SU ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

v.

HAROLD E. MCLAUGHLIN,  
Individually,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

and

EDWARD F. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
605 14<sup>TH</sup> STREET  
HUNTINGDON, PA 16652

and

PATRICA A. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
410 ROCKLAND AVENUE  
PUNXSUTAWNEY, PA 15767

Defendants

§ CIVIL ACTION - LAW AND EQUITY

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§ DOCKET NUMBER:

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COMPLAINT

AND NOW, comes Plaintiff, Christ the King Manor, Inc., by and through their attorney, Donald R. Reavey, Esquire, of Capozzi & Associates, P.C., and in support thereof, respectfully

avers as follows:

1. Plaintiff, Christ the King Manor, Inc., (hereafter, "Plaintiff"), operates a long-term care nursing facility located at 1100 West Long Avenue, DuBois, PA 15801.
2. Plaintiff is licensed to participate in the Medicaid and Medicare programs.
3. Defendant Harold E. McLaughlin is an adult individual residing at the Plaintiff's facility located at 1100 West Long Avenue, DuBois, PA 15801.
4. Defendant Edward F. McLaughlin is an adult individual residing at 605 14<sup>th</sup> Street, Huntingdon, PA 16652, and is the son of the Defendant Harold E. McLaughlin.
5. Defendant Patricia A. McLaughlin is an adult individual residing at 410 Rockland Avenue, Punxsutawney, PA 15767, and is the daughter of the Defendant Harold E. McLaughlin.
6. Defendants Edward F. McLaughlin and Patricia A. McLaughlin are Defendant Harold E. McLaughlin's Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries. Attached hereto as Exhibits "A" are true and correct copies of the Powers of Attorney.
7. On or about January 28, 2006, Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries requested that Plaintiff admit Defendant Harold E. McLaughlin to the Plaintiff's facility so he could receive nursing care and services.
8. On or about January 28, 2006, Plaintiff admitted Defendant Harold E. McLaughlin to the facility to receive nursing care and services.
9. At all times relevant to this action, the nursing care and services rendered met all

applicable federal, state and local standards of care.

10. On or about January 28, 2006, Plaintiff represented a promise to provide nursing care and services to Defendant Harold E. McLaughlin. Simultaneously, Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries in requesting admission, represented a promise to pay Plaintiff for the nursing care and services.
11. The Defendants Edward F. McLaughlin and Patricia A. McLaughlin have refused to remit payment in full each month from January 28, 2006 until January 10, 2007, and ongoing for the nursing care and services rendered to Defendant Harold E. McLaughlin by the Plaintiff. The account for Defendant Harold E. McLaughlin is currently in arrears in the amount of \$50,577.58. A true and correct copy of the invoice for services rendered is attached hereto as Exhibit "B" and is hereby incorporated by reference.
12. Defendant Harold E. McLaughlin, by and through Defendants Edward F. McLaughlin and Patricia A. McLaughlin as his Attorneys in Fact, Responsible Parties and/or Fiduciaries, had a contractual, legal and a fiduciary obligation to the facility to assist the facility in qualifying him for Medical Assistance.

**COUNT 1- BREACH OF CONTRACT**

**Harold E. McLaughlin, Individually, and Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin**

13. Plaintiff hereby incorporates paragraphs 1 through 12 of this Complaint as if set-forth at length herein.

14. On or about January 28, 2006, Plaintiff and Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible parties and/or Fiduciaries, admitted the Defendant Harold E. McLaughlin into Plaintiff's facility for the provision of nursing care and services.
15. Due to the existence of Defendants Edward F. McLaughlin and Patricia A. McLaughlin's written Powers of Attorney, it is an implied term of the agreement between Plaintiff and Defendants Edward F. McLaughlin and Patricia A. McLaughlin that they would responsibly use and safeguard Defendant Harold E. McLaughlin's assets for his care. To the extent that Defendants Edward F. McLaughlin and Patricia A. McLaughlin have failed to do this, they should be personally liable for any misapplication of funds.
16. Plaintiff is entitled to compensation for the health care services rendered to Defendant Harold E. McLaughlin.
17. Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally, and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries are responsible for the outstanding balance owed to Plaintiff for nursing care services.
18. Plaintiff has demanded payment from Defendant Harold E. McLaughlin and from Defendants Edward F. McLaughlin and Patricia A. McLaughlin personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries, but Defendant Harold E. McLaughlin and Defendants Edward F.

McLaughlin and Patricia A. McLaughlin have refused and continue to refuse to pay in breach of the Agreement.

19. Plaintiff has been damaged by the failure of Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries to pay for the nursing care and services that Plaintiff rendered to Defendant Harold E. McLaughlin.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;
- b. Granting Plaintiff its expenses, including reasonable attorney fees incurred in connection with this action, and;
- c. Granting such other relief as the Court deems appropriate.

#### **COUNT 2-BREACH OF IMPLIED CONTRACT**

Harold E. McLaughlin, Individually, and Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin

20. Plaintiff hereby incorporates paragraphs 1 through 19 of this Complaint as if set forth at length herein.
21. On or about January 28, 2006, Defendant Harold E. McLaughlin, by and through Defendants Edward F. McLaughlin and Patricia A. McLaughlin as his Attorneys in Fact, Responsible Parties and/or Fiduciaries, agreed to pay Plaintiff in exchange for the admission of Defendant Harold E. McLaughlin into Plaintiff's nursing facility and the subsequent provision of nursing care and services to Defendant Harold E. McLaughlin.

22. Due to the existence of Defendant Harold E. McLaughlin's written Powers of Attorney, it is an implied term of the agreement between Plaintiff and Defendants Edward F. McLaughlin and Patricia A. McLaughlin that they would responsibly use and safeguard Defendant Harold E. McLaughlin's assets for his care. To the extent that Defendants Edward F. McLaughlin and Patricia A. McLaughlin have failed to do this, they should be personally liable for any misapplication of funds or for their failure to assist with the Medical Assistance application process.
23. On January 28, 2006, Plaintiff admitted Defendant Harold E. McLaughlin to the nursing facility and began rendering nursing care and services.
24. The facts, as set forth above, establish an implied-in-law and an implied-in-fact contract.
25. Due to the existence of the implied-in-law and implied-in-fact contract, Plaintiff is entitled to compensation for the health care services rendered to Defendant Harold E. McLaughlin.
26. Plaintiff has demanded payment from Defendant Harold E. McLaughlin and from Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries under the terms of the implied-in-fact and implied-in-law contract, but Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and Patricia A. McLaughlin have refused to make payment.
27. The Plaintiff has been damaged by the refusal of Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or

Fiduciaries to pay for the nursing care and services rendered, in breach of the implied-in-law and implied-in-fact contract.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58 plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;
- b. Granting Plaintiff its expenses, including reasonable attorney fees incurred in connection with this action, and;
- c. Granting such other relief as the Court deems appropriate.

**COUNT 3-QUANTUM MERUIT**

Harold E. McLaughlin, Individually, and Edward F. McLaughlin and Patricia A. McLaughlin, Individually, and as Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin

28. Plaintiff hereby incorporates paragraphs 1 through 27 of this Complaint as if set forth at length herein.
29. As more fully described herein, Plaintiff's expectation of payment in exchange for rendering the nursing care and services to Defendant Harold E. McLaughlin was reasonable.
30. In rendering the nursing care and services to Defendant Harold E. McLaughlin, Plaintiff has conferred a substantial benefit upon him.
31. Defendant Harold E. McLaughlin retained the benefit of the bargain with the Plaintiff for the provision of nursing care and services and has not conferred a similar benefit in return upon the Plaintiff.
32. Defendant Harold E. McLaughlin has been unjustly enriched at the expense of Plaintiff.

33. Due to the existence of Defendant Harold E. McLaughlin's written Powers of Attorney, it is an implied term of the agreement between Plaintiff and Defendants Edward F. McLaughlin and Patricia A. McLaughlin that they would responsibly use and safeguard Defendant Harold E. McLaughlin's assets for his care. To the extent that Defendants Edward F. McLaughlin and Patricia A. McLaughlin have failed to do this, they should be personally liable for any misapplication of funds or for their failure to assist with the Medical Assistance application process.
34. Due to the Defendant Harold E. McLaughlin's unjust enrichment, Plaintiff is entitled to proper compensation for the services rendered to Defendant Harold E. McLaughlin.
35. Defendant Harold E. McLaughlin's unjust enrichment at Plaintiff's expense has damaged the Plaintiff.
36. Plaintiff has demanded payment from Defendant Harold E. McLaughlin and from Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries under the theory of quantum meruit, but Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and Patricia A. McLaughlin have refused payment.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;
- b. Granting Plaintiff its expenses, including reasonable attorney fees, and;
- c. Granting such other relief as the Court deems appropriate.

**COUNT 4 -BREACH OF FIDUCIARY DUTY**

**Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as  
Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for  
Harold E. McLaughlin**

37. Plaintiff hereby incorporates paragraphs 1 through 36 of this Complaint as if set forth at length herein.
38. On information and belief and as described more fully herein, the income and assets of Defendant Harold E. McLaughlin were, at all times relevant and material hereto, accessed and controlled by Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally, and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries.
39. On information and belief, confidential personal financial information about Defendant Harold E. McLaughlin such as, but not limited to: life insurance policy numbers; bank account numbers and real estate data were, at all times relevant and material hereto, were accessed and controlled by Defendants Edward F. McLaughlin and Patricia A. McLaughlin.
40. As the Attorneys-in-Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin, Defendants Edward F. McLaughlin and Patricia A. McLaughlin had a fiduciary duty to act in Defendant Harold E. McLaughlin's best interest.
41. On information and belief, Defendants Edward F. McLaughlin and Patricia A. McLaughlin refused to make the income and assets of Defendant Harold E. McLaughlin available to Plaintiff to pay for his nursing care and services.
42. Plaintiff, by virtue of the contract with Defendant Harold E. McLaughlin, is an intended third party beneficiary of the agency relationship that existed between Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and

Patricia A. McLaughlin, as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries.

43. Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries owed a fiduciary obligation to Plaintiff to use the assets of Defendant Harold E. McLaughlin to pay for his nursing care and services when invoiced.
44. Due to the existence of the fiduciary duty between the Defendants Edward F. McLaughlin and Patricia A. McLaughlin, as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries and Plaintiff, the Plaintiff is entitled to compensation for the health care services rendered to Defendant Harold E. McLaughlin.
45. On information and belief, Defendants Edward F. McLaughlin and Patricia A. McLaughlin, as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries violated their fiduciary duty to Defendant Harold E. McLaughlin and to Plaintiff by refusing to use Defendant Harold E. McLaughlin's income and assets to pay for his nursing care and services and thus damaged Plaintiff.
46. Plaintiff has been damaged by Defendants Edward F. McLaughlin and Patricia A. McLaughlin's violation of their fiduciary duty to Defendant Harold E. McLaughlin.

WHEREFORE, Plaintiff respectfully requests that this honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;

- b. Granting Plaintiff its expenses, including reasonable attorney fees incurred in connection with this action, and;
- c. Granting such other relief as the Court deems appropriate.

#### **COUNT 5 -NEGLIGENT MISREPRESENTATION**

**Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin**

- 47. Plaintiff hereby incorporates paragraphs 1 through 46 of this Complaint as if set forth at length herein.
- 48. On information and belief and as described more fully herein, Defendants Edward F. McLaughlin and Patricia A. McLaughlin did, at all times relevant and material hereto, hold themselves out to the world at large and to the staff and administration of Plaintiff's facility as the Attorneys in Fact, Responsible Parties and/or Fiduciaries for Defendant Harold E. McLaughlin.
- 49. On information and belief, the income and assets of Defendant Harold E. McLaughlin were, at all times relevant and material hereto, were accessed and controlled by Defendants Edward F. McLaughlin and Patricia A. McLaughlin personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries.
- 50. On information and belief, confidential personal financial information about Defendant Harold E. McLaughlin such as, but not limited to: life insurance policy numbers; bank account numbers and real estate data were, at all times relevant and material hereto, were accessed and controlled by Defendants Edward F. McLaughlin and Patricia A. McLaughlin and denied to the Plaintiff.

51. Plaintiff reasonably relied on all of Defendants Edward F. McLaughlin and Patricia A. McLaughlin's representations including, but not limited to, that they would:
  - a. Make the income and assets of Defendant Harold E. McLaughlin available to the Plaintiff to pay for his nursing care and services; and
  - b. Safeguard and use Defendant Harold E. McLaughlin's assets responsibly to pay for Defendant Harold E. McLaughlin's care.
52. Plaintiff, in reasonably relying on Defendants Edward F. McLaughlin and Patricia A. McLaughlin's promises, has been damaged in the amount of at least \$50,577.58.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;
- b. Granting Plaintiff its expenses, including reasonable attorney fees incurred in connection with this action, and;
- c. Granting such other relief as the Court deems appropriate.

#### **COUNT 6 -MISREPRESENTATION**

#### **Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin**

53. Plaintiff hereby incorporates paragraphs 1 through 52 of this Complaint as if set forth at length herein.
54. On information and belief and as described more fully herein, Defendants Edward F. McLaughlin and Patricia A. McLaughlin did, at all times relevant and material hereto, hold themselves out to the world at large and to the staff and administration of Plaintiff's facility as the Attorneys-in-Fact, Responsible Parties and/or Fiduciaries for Defendant Harold E. McLaughlin.

55. On information and belief, the income and assets of Defendant Harold E. McLaughlin were, at all times relevant and material hereto, accessed and controlled by Defendants Edward F. McLaughlin and Patricia A. McLaughlin personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries.

56. Due to the existence of Defendant Harold E. McLaughlin's written Powers of Attorney, it is an implied term of the agreement between Plaintiff and Defendants Edward F. McLaughlin and Patricia A. McLaughlin that they would responsibly use and safeguard Defendant Harold E. McLaughlin's assets for the care of the Defendant Harold E. McLaughlin. To the extent that Defendants Edward F. McLaughlin and Patricia A. McLaughlin have failed to do this, they should be personally liable for any misapplication of funds

57. Defendants Edward F. McLaughlin and Patricia A. McLaughlin personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries specifically and intentionally represented to the staff and administration of Plaintiff's facility that they were entirely justified in relying upon them to act as the Attorneys in Fact, Responsible Parties and/or Fiduciaries and that they would safeguard Defendant Harold E. McLaughlin's assets to pay for his care. To the extent that Defendants Edward F. McLaughlin and Patricia A. McLaughlin have breached this promise they should be held personally liable.

58. Plaintiff reasonably relied on all of Defendants Edward F. McLaughlin and Patricia A. McLaughlin's representations including, but not limited to, that they would:

- a. Make the income and assets of Defendant Harold E. McLaughlin available to the Plaintiff to pay for his nursing care and services; and

- b. Safeguard and use Defendant Harold E. McLaughlin's assets responsibly to pay for his care.
59. Due to the existence of the contract, the Plaintiff is entitled to compensation for the health care services rendered to Defendant Harold E. McLaughlin.
60. Plaintiff, in reasonably relying on the representations of Defendants Edward F. McLaughlin and Patricia A. McLaughlin, has been damaged in the amount of at least \$50,577.58.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;
- b. Granting Plaintiff its expenses, including reasonable attorney fees incurred in connection with this action, and;
- c. Granting such other relief as the Court deems appropriate.

#### **COUNT 7-NEGLIGENCE**

**Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin**

61. Plaintiff hereby incorporates paragraphs 1 through 60 of this Complaint as if set forth herein at length.
62. Defendants Edward F. McLaughlin and Patricia A. McLaughlin personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries had a duty to act in Defendant Harold E. McLaughlin's best interest.
63. Defendants Edward F. McLaughlin and Patricia A. McLaughlin, personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or

Fiduciaries had a duty to aid Plaintiff in following through with the Defendant Harold E. McLaughlin's application for Medical Assistance benefits.

64. Defendants Edward F. McLaughlin and Patricia A. McLaughlin personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible parties and/or Fiduciaries had a duty to use Defendant Harold E. McLaughlin's income and assets to serve Defendant Harold E. McLaughlin's best interest, which would be to safeguard his assets and to pay for his nursing care and services.
65. Defendants Edward F. McLaughlin and Patricia A. McLaughlin personally and as Defendant Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries breached their duty to use Defendant Harold E. McLaughlin's income and assets to serve Defendant Harold E. McLaughlin's best interest by refusing to make the income and assets of Defendant Harold E. McLaughlin available to Plaintiff to pay for his nursing care and services.
66. Due to the existence of the Contract, the Plaintiff is entitled to compensation for the health care services rendered to Defendant Harold E. McLaughlin.
67. Plaintiff has been damaged by Defendants Edward F. McLaughlin and Patricia A. McLaughlin's violation of their duty to Defendant Harold E. McLaughlin in the amount of at least \$50,557.58.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;
- b. Granting Plaintiff its expenses, including reasonable attorney fees incurred in connection with this action, and;
- c. Granting such other relief as the Court deems appropriate.

**COUNT 8- PETITION FOR ACCOUNTING**

**Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as  
Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for  
Harold E. McLaughlin**

68. Plaintiff hereby incorporates paragraphs 1 through 67 of this Complaint as if set forth at length.
69. Due to the Defendants Edward F. McLaughlin and Patricia A. McLaughlin's conduct described herein, Plaintiff is entitled to an accounting of:
  - a. All transactions and dealings with relation to their duties as Attorneys in Fact, Responsible Parties and/or Fiduciaries over the assets and property of Defendant Harold E. McLaughlin;
  - b. All profits and losses gained or lost as a result of any investments or businesses run during their tenure as Attorneys in Fact, Responsible Parties and/or Fiduciaries on behalf of Defendant Harold E. McLaughlin;
  - c. A listing of all of Defendant Harold E. McLaughlin's assets and liabilities during the entire time they acted as Attorneys in Fact, Responsible Parties and/or Fiduciaries for Defendant Harold E. McLaughlin and had control of the Defendant Harold E. McLaughlin's assets and property, and any actions taken by Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Attorneys in Fact, Responsible Parties and/or Fiduciaries, with regard to the assets and property of the Defendant Harold E. McLaughlin;
  - d. Defendants Edward F. McLaughlin and Patricia A. McLaughlin are constructive trustees of the funds and assets of Defendant Harold E. McLaughlin and should account for any and all of Defendant Harold E. McLaughlin's funds spent for their personal use; and
  - e. Defendants Edward F. McLaughlin and Patricia A. McLaughlin should account for any wrongful conversion, dissipation, and sale of Defendant Harold E. McLaughlin's property and return the items or their value to pay for Defendant Harold E. McLaughlin's obligations.
70. As a party to the powers of attorney between Defendants Edward F. McLaughlin and Patricia A. McLaughlin and Defendant Harold E. McLaughlin, the Plaintiff is also entitled to a full and complete inspection of any books or records in the

possession of Defendants Edward F. McLaughlin and Patricia A. McLaughlin pertaining to their actions as a power of attorney.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants Edward F. McLaughlin and Patricia A. McLaughlin, and for an Order directing Defendants Edward F. McLaughlin and Patricia A. McLaughlin to produce all books and records for inspection relating to their actions as Attorney in Fact, Responsible Party, and/or Fiduciary, account for all of the transactions, dealings, assets and liabilities of their transactions and such other relief that the Court may deem just and proper.

**COUNT 9 -ACTION IN ASSUMPSIT - DUTY TO SUPPORT**  
**Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as**  
**Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for**  
**Harold E. McLaughlin**

71. Plaintiff hereby incorporates paragraphs 1 through 70 of this Complaint as if set forth at length herein.
72. As the nursing facility that provided Defendant Harold E. McLaughlin with nursing care and services, Plaintiff had a legal duty to provide care, maintenance, and assistance to him.
73. Defendant Harold E. McLaughlin's reasonable monthly living expenses incurred at Plaintiff's facility significantly exceeded his monthly income.
74. Defendant Harold E. McLaughlin's monthly income at all times material and relevant hereto was insufficient to adequately provide for his care, maintenance, and support.
75. Defendant Edward F. McLaughlin and the Defendant Patricia A. McLaughlin knew or should have known that Defendant Harold E. McLaughlin's reasonable monthly living expenses significantly exceeded his monthly income.
76. Upon information and belief, Defendant Edward F. McLaughlin and Defendant Patricia A. McLaughlin at all times material and relevant hereto had sufficient

financial ability to pay for Defendant Harold E. McLaughlin's maintenance and support.

77. Title 62 of the Pennsylvania Statutes Section 1973, et. seq., (The Support Act) requires children and spouses with sufficient financial ability to pay for the care and maintenance of their indigent parents, and to provide their parents with financial assistance.

78. Defendant Harold E. McLaughlin is "indigent" within the meaning of the Support Act.

79. Defendant Edward F. McLaughlin and Defendant Patricia A. McLaughlin are obligated to reimburse Plaintiff for nursing care and services rendered to Defendant Harold E. McLaughlin pursuant to the Support Act.

80. Defendant Edward F. McLaughlin and Defendant Patricia A. McLaughlin have not reimbursed Plaintiff for the nursing care and services rendered to Defendant Harold E. McLaughlin and therefore Plaintiff has been damaged by the violation of the support act.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least \$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;
- b. Granting Plaintiff its expenses and reasonable attorney fees incurred in connection with this action; and,
- c. Granting such other relief as the Court deems appropriate.

**COUNT 10 -CONVERSION**

**Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as  
Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for  
Harold E. McLaughlin**

81. Plaintiff hereby incorporates by reference paragraphs 1 through 80 of this Complaint as if set forth at length.
82. Defendants Edward F. McLaughlin and Patricia A. McLaughlin had a duty to act in Defendant Harold E. McLaughlin's best interest.
83. Defendants Edward F. McLaughlin and Patricia A. McLaughlin had a duty to use Defendant Harold E. McLaughlin's income and assets to serve his best interest, which would be to safeguard his assets and to pay for his nursing care and services.
84. Defendants Edward F. McLaughlin and Patricia A. McLaughlin were aware that due to the contractual relationship between Defendant Harold E. McLaughlin and Plaintiff, Defendant Harold E. McLaughlin's assets properly belonged to Harold E. McLaughlin and the Plaintiff.
85. Defendants Edward F. McLaughlin and Patricia A. McLaughlin, despite this knowledge converted the assets of Harold E. McLaughlin and the assets of Plaintiff to their own use.
86. Plaintiff has been damaged by Defendants Edward F. McLaughlin and Patricia A. McLaughlin's conversion of Harold E. McLaughlin's assets in the amount of at least \$50,577.58.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order as follows:

- a. Granting judgment for Plaintiff in the amount of at least

\$50,577.58, plus 6% prejudgment and post judgment interest per annum, or as determined by the Court, inclusive of interest and costs;

- b. Granting Plaintiff its expenses and reasonable attorney fees incurred in connection with this action; and,
- c. Granting such other relief as the Court deems appropriate.

**COUNT 12- PETITION FOR PERMANENT INJUNCTION**

Edward F. McLaughlin and Patricia A. McLaughlin, individually, and as Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries for Harold E. McLaughlin

87. Plaintiff hereby incorporates paragraphs 1 through 86 of this Complaint as if set forth at length.
88. The income and assets of the Defendant Harold E. McLaughlin were and at all times relevant hereto were accessed and controlled by the Defendants Edward F. McLaughlin and Patricia A. McLaughlin.
89. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin refused to assist Plaintiff in its efforts to secure medical assistance for the Defendant Harold E. McLaughlin.
90. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin withheld critical information relating to the Defendant Harold E. McLaughlin's finances that is a necessary prerequisite to the Medical Assistance Application's approval by the Medical Assistance Office.
91. Defendants Edward F. McLaughlin and Patricia A. McLaughlin had a contractual, legal and fiduciary obligation to assist the facility in qualifying the

Defendant Harold E. McLaughlin for Medical Assistance by providing information necessary to the completion of the Resident's Medical Assistance Application.

92. The Defendant Harold E. McLaughlin accepted the nursing care and services rendered by the Plaintiff and continues to receive nursing care and services from the Plaintiff.
93. The Plaintiff sent a monthly invoice to the Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Powers of Attorney, Attorneys in Fact, Responsible Parties and Fiduciaries for the Defendant Harold E. McLaughlin detailing the charges as well as the total outstanding balance.
94. The Defendant Harold E. McLaughlin has a past due balance that is currently in excess of \$50,000.00.
95. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin represented to the Plaintiff that they had access and control over the income and assets of the Defendant Harold E. McLaughlin.
96. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin possessed confidential personal financial information about Defendant Harold E. McLaughlin such as, but not limited to: life insurance policy numbers; bank account numbers and real estate data which were, at all times relevant and material hereto, said information was accessed and controlled by Defendants Edward F. McLaughlin and Patricia A. McLaughlin and denied to the Plaintiff.

97. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin specifically represented to the staff and administration of the Plaintiff that they would use the income and assets of the Defendant Harold E. McLaughlin to pay for his nursing care and services.
98. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin specifically represented to the staff and administration of the Plaintiff that they would timely provide them and/or the County Assistance Office all the necessary information for the Defendant Harold E. McLaughlin requisite to properly execute a Medical Assistance Application for the Defendant Harold E. McLaughlin.
99. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin specifically represented to the staff and administration of the Plaintiff that they were entirely justified in relying upon them to act as the attorneys in fact for the Defendant Harold E. McLaughlin.
100. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin were the Powers of Attorney, Attorneys in Fact, Responsible Parties and Fiduciaries for the Defendant Harold E. McLaughlin.
101. The Plaintiff will suffer immediate and irreparable harm if the Defendants Edward F. McLaughlin, Patricia A. McLaughlin and Harold E. McLaughlin are permitted to have unrestricted use of the money or assets of the Defendant

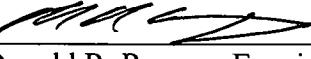
Harold E. McLaughlin for purposes other than paying for the Defendant Harold E. McLaughlin's care.

102. The Plaintiff has no adequate remedy at law.
103. The Defendant Harold E. McLaughlin has no other means for paying for his health care other than to use his assets.
104. The Defendants Edward F. McLaughlin and Patricia A. McLaughlin are not expected to be able to pay for the Defendant Harold E. McLaughlin's health care in any other way than to use the assets of the Defendant Harold E. McLaughlin.
105. The Plaintiff has provided care to the Defendant Harold E. McLaughlin without being compensated and has suffered a loss.
106. The Plaintiff respectfully requests that Your Honorable Court enter an Order for a Permanent Injunction granting the following relief:
  - a. Removing Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Powers of Attorney for the Defendant Harold E. McLaughlin;
  - b. Compelling Defendants Edward F. McLaughlin and Patricia A. McLaughlin to produce documentation to the Plaintiff necessary for the completion of the medical assistance application for the Defendant Harold E. McLaughlin;
  - c. Staying any transactions involving the assets of the Defendant Harold E. McLaughlin pending the appointment of a receiver to retain the assets of the Defendant Harold E. McLaughlin in an amount sufficient to satisfy the Defendant Harold E. McLaughlin's outstanding balance with the Plaintiff;
  - d. Requiring the Defendants Edward F. McLaughlin and Patricia A. McLaughlin to surrender assets sufficient to satisfy the outstanding balance and assets sufficient to pay for the Defendant Harold E. McLaughlin's ongoing care by the Plaintiff to the Court Appointed Receiver; and
  - e. Compelling Defendants Edward F. McLaughlin and Patricia A. McLaughlin to make the Plaintiff representative payee of the Defendant Harold E. McLaughlin's Social Security checks.

WHEREFORE, the Plaintiff respectfully requests this Honorable Court enter an Order for a Permanent Injunction as respectfully suggested in paragraph 106, above.

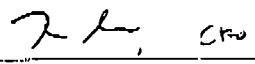
Respectfully submitted,  
**CAPOZZI AND ASSOCIATES, P.C.**

Date: 1/24/07

By:   
Donald R. Reavey, Esquire  
Attorney I.D. # 82498  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101  
Attorney for Plaintiff

VERIFICATION

I, Kevin Salandra, Chief Financial Officer of the Plaintiff, do hereby verify that the facts made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements therein are subject to the penalties contained in Title 18 of the Pennsylvania Consolidated Statutes Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Kevin Salandra, CFO  
Christ the King Manor, Inc.

## DURABLE POWER OF ATTORNEY

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 Pa.C.S. Ch. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND THE CONTENTS.

Date: December 4, 2002

Harold E. McLaughlin  
Harold E. McLaughlin, Principal

EXHIBIT

"A"

I, HAROLD E. McLAUGHLIN, of 410 Rockland Avenue, Punxsutawney, Jefferson County, Pennsylvania, SS# 177-10-8305, do hereby appoint my son, EDWARD F. McLAUGHLIN, of 605 14<sup>th</sup> Street, Huntingdon, Huntingdon County, Pennsylvania, OR my daughter, PATRICIA A. McLAUGHLIN, of 410 Rockland Avenue, Punxsutawney, Jefferson County, Pennsylvania, as my agent and attorney in-fact, hereinafter referred to as "agent" with full power of substitution, for me and in my name, to transact all my business and to manage all my property and affairs as I might do if personally present, in the following limited powers:

1. **Cash Accounts.** To collect and receive any money and assets to which I may be entitled; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer or collection, in my name and for my account any checks payable to my order; and to draw and sign checks for me and in my name, including any accounts opened by my agent in my name at any bank or banks, savings society or elsewhere; and to receive and apply the proceeds of such checks as my agent deems best; and to act as my representative payee for all Social Security, Medicare, and other federal and state benefits.
2. **Stocks and Bonds.** To take custody of my stocks, bonds and other investments of all kinds, to give orders for the sale, surrender or exchange of any such investments and to receive the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such sale, assignment, surrender or exchange; to give orders for the purchase of stocks, bonds and other investments of any kind and to settle for same; to give instructions as to the registration thereof and the mailing of dividends and interest; to clip and deposit coupons attached to any coupon bonds, whether now owned by me or hereafter acquired; to represent me at shareholders' meetings and vote proxies on my behalf; and generally to handle and manage my investments.
3. **Personal Property.** To buy or sell at public or private sale for cash or credit or by any other means whatsoever; to acquire, dispose of, repair, alter or manage my tangible personal property or any interests therein.
4. **Real Estate.** To lease, sell, release, convey, extinguish or mortgage any interest in any real estate I own on such terms as my agent deems advisable, and to purchase or otherwise acquire any interest in and acquire possession of real property and to accept all deeds for such property; and to manage, repair, improve, maintain, restore, build, or develop any real property in which I now have or may later acquire an interest.
5. **Safe Deposit Boxes.** To have access to any and all safe deposit boxes now or hereafter standing in my name; and add to and to remove all or any part of the contents thereof; and to enter into leases for such safe deposit boxes or surrender same.
6. **Insurance.** To procure, change, carry or cancel insurance of such kind in such amounts against any and all risks affecting property or persons against liability, damage or claim of any sort.
7. **Benefit Plan.** To apply for and receive any government, insurance and retirement benefits to which I may be entitled and to exercise any right to elect benefits or payment options.

8. **Taxes.** To prepare, execute and file in my name and on my behalf any forms including, but not limited to, tax returns, reports, protests, applications for corrections of assessed evaluations of real or other property or claims for refunds in connection with any tax imposed by any government and to obtain an extension of time for any of the foregoing or to execute waivers of restrictions on the assessment of efficiency on any tax and to represent me before any taxing authority and in general to exercise all powers with respect to tax matters.

9. **Employment of Others.** To employ lawyers, investment counsel, accountants, custodians, physicians, dentists, nurses, therapists, and other persons to render services for, or to me, or my estate and to pay the usual and reasonable fees and compensation of such persons for their services.

10. **Claims.** To institute, prosecute, defend, compromise or otherwise dispose of and to appear for me in any proceedings at law or in equity.

11. **Medical Procedures.** To arrange for and consent to or to withhold medical, therapeutical and surgical procedures for me, including administration of drugs.

12. **Admission Into Facilities.** To apply for my admission into medical, nursing, residential, rehabilitation, convalescent or other similar facilities on my behalf, and to sign any consent or admission forms required by such facilities which are consistent with this power, and to enter into agreements for my care by such facilities or elsewhere during my lifetime or for lesser periods of time as my agent may designate, including the retention of nurses for my care.

13. **Gifts.** To make such gifts of my property whether real, personal, tangible or intangible for estate planning purposes, limited to the class of individual beneficiaries in my Last Will and Testament, my spouse, children and/or grandchildren as may be appropriate.

14. **Creation of a Trust.** To create a Trust for my benefit, which includes the right to execute a Deed of Trust designating one or more persons including my agent as original or successor Trustees and to transfer to the Trust any or all property owned by me which the agent may deem proper subject to the condition that upon my death all Trust assets shall be payable to my Estate or to the same individuals or entities in the same proportion as named in my Last Will and Testament. This Power shall also include the right to make any additions to any Trust(s) existing prior to the execution of this Durable Power of Attorney.

15. **Disclaimer.** To disclaim any interest in property that I may have a right to obtain or inherit.

16. **Management of Person and Home.** To do all acts necessary for maintaining my customary standard of living, including living quarters, domestic help, general and necessary maintenance, including the right to store and safeguard my personal property and to maintain my home if hospitalized or requiring nursing care, so long as I am capable of returning to my home, and if I am incapable, to take such actions as are necessary to safeguard and dispose of my personal property as appropriate.

17. **General Authority.** To do all other things which my agent shall deem necessary and proper in order to carry out the foregoing powers which shall be construed as broadly as possible.

18. **Reliance on Power.** This power may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or a guardian or similar fiduciary of my estate or has actual knowledge of my death. My agent shall not utilize this power for personal gain or advantage.

19. **Hold Harmless.** All actions of my agent shall bind me and my heirs, distributees, legal representatives, successors and assigns, and for the purpose of inducing anyone to act in accordance with the powers I have granted herein, I hereby represent, warrant and agree that if this power of attorney is terminated or amended for any reason, I and my heirs, distributees, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties while acting in accordance with this power prior to that party's receipt of written notice of any such termination or amendment.

20. **Pennsylvania Law Concerns.** Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

21. **Durable Power.** This power shall not be affected by my subsequent disability or incapacity. All acts performed by my agent pursuant to this power during the period of my disability or incapacity shall have the same effect and inure to the benefit of and bind me and my successors in interest as if I were competent and not disabled.

I have signed this power of attorney this 4th day of December, 2002.

Harold E. McLaughlin  
Harold E. McLaughlin

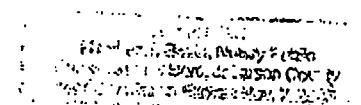
COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF JEFFERSON

On this, the 4th day of December, 2002, before me, a Notary Public, the undersigned officer, personally appeared HAROLD E. McLAUGHLIN, known to me (or satisfactorily proven) to be, the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

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



Christ the King Manor  
P.O. Box 448  
1100 West Long Avenue  
DuBois, PA 15801  
(814) 371-3180

Date: 01/15/2007

Page 1

## SELF PAY INVOICE

Name:	Ed McLaughlin
Address:	605 14th St. Huntingdon PA 16652
Invoice #:	128078

Resident:	McLAUGHLIN, HAROLD E.
Unit:	Skilled Nursing Facility
Physician:	Albert Varacallo, MD
MRN:	200621

Prior Balance
45907.40

## Payments and Credits

PAYMENT REFERENCE	PAYMENT DATE(S)		CHARGES PAID
Total			0.00

## Current Charges

DESCRIPTION	DATE(S) OF SERVICE	QTY	PRICE	CHARGES
Level of Care SNF (D-Wing)	01/01/2007 - 01/31/2007	31.00	150.00	4650.00
Medical Supplies	12/01/2006	1.00	20.18	20.18
Total				4670.18

Admission date 1/28/06

Self pay date 2/24/06

PAYMENT IN FULL DUE BY 15th OF MONTH

TOTAL DUE
50577.58

EXHIBIT

"B"

CA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

v.

HAROLD E. MCLAUGHLIN,  
Individually,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

and

EDWARD F. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
605 14<sup>TH</sup> STREET  
HUNTINGDON, PA 16652

and

PATRICA A. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
410 ROCKLAND AVENUE  
PUNXSUTAWNEY, PA 15767

Defendants

§ CIVIL ACTION – LAW AND EQUITY  
§  
§  
§ DOCKET NUMBER: *07-123-CD*  
§  
§ TYPE OF CASE: BREACH OF CONTRACT  
§

§ TYPE OF PLEADING: PRELIMINARY  
§ INJUNCTION  
§

§ FILED ON BEHALF OF : PLAINTIFF  
§  
§  
§

§ COUNSEL OF RECORD FOR THIS  
§ PARTY:  
§  
§

§ Donald R. Reavey, Esquire  
§ Attorney I.D. #82498  
§ 2933 North Front Street  
§ Harrisburg, PA 17110  
§ (717) 233 - 4101  
§  
§  
§

**FILED** *5cc Atty  
010-51667  
JAN 26 2007  
3cc Shaw*

*6P*  
William A. Shaw  
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 26<sup>th</sup> day of January, 2007, upon  
consideration of the foregoing Petition, it is hereby ordered that:

- (1) a rule is issued upon the Respondents to show cause why the Petitioner is not entitled to the relief requested;
- (2) the Respondents shall file an answer to the Petition within twenty days of service upon the Respondent;
- (3) the Petition shall be decided under Pa. R.C.P. No. 206.7;
- (4) Depositions shall be completed within days of this date;
- (5) An evidentiary hearing on disputed issues of material fact, shall be held on January 30, 2007 in Courtroom 1 of the Clearfield County Courthouse; ① 9:00 A.M.
- (6) Notice of the Entry of this Order shall be provided to all Parties by the Petitioner.

#### **NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
Telephone: [814] 765-2641, ext. 50-51

BY THE COURT,

A handwritten signature in black ink, appearing to read "Fred L. Hammann". The signature is fluid and cursive, with a horizontal line drawn underneath it.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

V.

HAROLD E. MC LAUGHLIN,  
Individually,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

and

EDWARD F. MCLAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
605 14<sup>TH</sup> STREET  
HUNTINGDON, PA 16652

and

PATRICA A. MC LAUGHLIN,  
Individually and as  
Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MC LAUGHLIN  
410 ROCKLAND AVENUE  
PUNXSUTAWNEY, PA 15767

## Defendants

## **ORDER**

AND NOW, this 26 day of January, 2007, upon consideration of the Plaintiff's Petition for Preliminary ~~Objection~~, it is hereby ORDERED that a temporary injunction

is issued upon the Defendants Edward F. McLaughlin and Patricia A. McLaughlin staying any transactions involving the assets of the Defendant Harold E. McLaughlin. The Injunction shall be effective immediately. Plaintiff is required to place a bond in the amount of ~~\$5000. - FJA~~

Hearing and argument to determine whether the temporary injunction should continue and other relief awarded to the Plaintiff shall be held January on 9:00 at A.m. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT:



J.

Donald R. Reavey, Esq.  
Attorney I.D. No. 82498  
Capozzi & Associates, P.C.  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101

Attorneys for Christ the King Manor, Inc.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION - LAW

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**PETITION FOR PRELIMINARY INJUNCTION**

AND NOW, comes Plaintiff, Christ the King Manor, Inc., by and through their attorney, Donald R. Reavey, Esquire, of Capozzi & Associates, P.C., and in support thereof, respectfully shows the Court as follows and petitions this Honorable Court on Plaintiff's behalf for the issuance of a Preliminary Injunction to immediately enjoin the Defendants Edward F. McLaughlin and Patricia A. McLaughlin from dissipating any of the assets of Harold E. McLaughlin:

1. Plaintiff, Christ the King Manor, Inc., (hereafter, "Plaintiff"), operates a long-term care nursing facility located at 1100 West Long Avenue, DuBois, PA 15801.
2. Plaintiff is licensed to participate in the Medicaid and Medicare programs.
3. Defendant Harold E. McLaughlin is an adult individual residing at the Plaintiff's facility at 1100 West Long Avenue, DuBois, PA 15801.
4. Defendant Edward F. McLaughlin is an adult individual residing at 605 14<sup>th</sup> Street, Huntingdon, PA 16652 and is the son of the Defendant Harold E. McLaughlin.
5. Defendant Patricia A. McLaughlin is an adult individual residing at 410 Rockland Avenue, Punxsutawney, PA 15767 and is the daughter of the Defendant Harold E. McLaughlin.
6. Defendants Edward F. McLaughlin and Patricia A. McLaughlin are Defendant Harold E. McLaughlin's Powers of Attorney, Attorneys in Fact, Responsible Parties and/or Fiduciaries.

7. On or about January 28, 2006, Defendant Harold E. McLaughlin and Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Harold E. McLaughlin's Attorneys in Fact, Responsible Parties and/or Fiduciaries requested that Plaintiff admit Defendant Harold E. McLaughlin to the Plaintiff's facility so he could receive nursing care and services.
8. On or about January 28, 2006, Plaintiff admitted Defendant Harold E. McLaughlin to the facility to receive nursing care and services.
9. The income and assets of the Defendant Harold E. McLaughlin were and at all times relevant hereto were accessed and controlled by the Defendants Edward F. McLaughlin and Patricia A. McLaughlin.
10. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin refused to assist Plaintiff in its efforts to secure medical assistance for the Defendant Harold E. McLaughlin.
11. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin withheld critical information relating to the Defendant Harold E. McLaughlin's finances that is a necessary prerequisite to the Medical Assistance Application's approval by the Medical Assistance Office.
12. Defendants Edward F. McLaughlin and Patricia A. McLaughlin had a contractual, legal and fiduciary obligation to assist the facility in qualifying the Defendant Harold E. McLaughlin for Medical Assistance by providing information necessary to the completion of the Resident's Medical Assistance

Application.

13. The Defendant Harold E. McLaughlin accepted the nursing care and services rendered by the Plaintiff and continues to receive nursing care and services from the Plaintiff.
14. The Plaintiff sent a monthly invoice to the Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Powers of Attorney, Attorneys in Fact, Responsible Parties and Fiduciaries for the Defendant Harold E. McLaughlin detailing the charges as well as the total outstanding balance.
15. The Defendant Harold E. McLaughlin allowed a past due balance to accrue that is currently in excess of \$50,000.00.
16. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin represented to the Plaintiff that they had access and control over the income and assets of the Defendant Harold E. McLaughlin.
17. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin possessed confidential personal financial information about Defendant Harold E. McLaughlin such as, but not limited to: life insurance policy numbers; bank account numbers and real estate data which were, at all times relevant and material hereto, said information was accessed and controlled by Defendants Edward F. McLaughlin and Patricia A. McLaughlin and denied to the Plaintiff.
18. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin specifically

represented to the staff and administration of the Plaintiff that they would use the income and assets of the Defendant Harold E. McLaughlin to pay for his nursing care and services.

19. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin specifically represented to the staff and administration of the Plaintiff that they would timely provide them and/or the County Assistance Office all the necessary information for the Defendant Harold E. McLaughlin requisite to properly execute a Medical Assistance Application for the Defendant Harold E. McLaughlin.
20. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin specifically represented to the staff and administration of the Plaintiff that they were entirely justified in relying upon them to act as the attorneys in fact for the Defendant Harold E. McLaughlin.
21. The Plaintiff alleges and therefore avers upon information and belief that the Defendants Edward F. McLaughlin and Patricia A. McLaughlin were the Powers of Attorney, Attorneys in Fact, Responsible Parties and Fiduciaries for the Defendant Harold E. McLaughlin.
22. The Plaintiff will suffer immediate and irreparable harm if the Defendants Edward F. McLaughlin, Patricia A. McLaughlin and Harold E. McLaughlin are permitted to have unrestricted use of the money or assets of the Defendant Harold E. McLaughlin for purposes other than paying for the Defendant Harold E. McLaughlin's care.

23. The Plaintiff has no adequate remedy at law.
24. The Defendant Harold E. McLaughlin has no other means for paying for his health care other than to use his assets.
25. The Defendants Edward F. McLaughlin and Patricia A. McLaughlin are not expected to be able to pay for the Defendant Harold E. McLaughlin's health care in any other way than to use the assets of the Defendant Harold E. McLaughlin.
26. The Plaintiff has provided care to the Defendant Harold E. McLaughlin without being compensated and has suffered a loss.
27. The Plaintiff respectfully requests that Your Honorable Court enter an Order for Preliminary Injunction granting the following relief:
  - a. Removing Defendants Edward F. McLaughlin and Patricia A. McLaughlin as Powers of Attorney for the Defendant Harold E. McLaughlin;
  - b. Compelling Defendants Edward F. McLaughlin and Patricia A. McLaughlin to produce documentation to the Plaintiff necessary for the completion of the medical assistance application for the Defendant Harold E. McLaughlin;
  - c. Staying any transactions involving the assets of the Defendant Harold E. McLaughlin pending the appointment of a receiver to retain the assets of the Defendant Harold E. McLaughlin in an amount sufficient to satisfy the Defendant Harold E. McLaughlin's outstanding balance with the Plaintiff;
  - d. Requiring the Defendants Edward F. McLaughlin and Patricia A. McLaughlin to surrender assets sufficient to satisfy the outstanding balance and assets sufficient to pay for the Defendant Harold E. McLaughlin's ongoing care by the Plaintiff to the Court Appointed Receiver; and
  - e. Compelling Defendants Edward F. McLaughlin and Patricia A. McLaughlin to make the Plaintiff representative payee of the Defendant Harold E. McLaughlin's Social Security checks.

WHEREFORE, the Plaintiff respectfully requests this Honorable Court enter an Order for Preliminary Injunction.

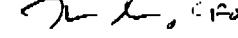
Respectfully submitted,  
CAPOZZI AND ASSOCIATES, P.C.

Date: 1/24/07

By:   
Donald R. Reavey, Esquire  
Attorney I.D. # 82498  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101  
Attorney for Plaintiff

VERIFICATION

I, Kevin Salandra, Chief Financial Officer of the Plaintiff, do hereby verify that the facts made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements therein are subject to the penalties contained in Title 18 of the Pennsylvania Consolidated Statutes Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Kevin Salandra, CFO  
Christ the King Manor, Inc.

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

CHRIST THE KING MANOR, INC., \*  
Plaintiff \*  
vs. \* NO. 07-123-CD  
HAROLD E. McLAUGHLIN, Individually, \*  
and EDWARD F. McLAUGHLIN and \*  
PATRICIA A. McLAUGHLIN, \*  
Defendants \*

ORDER OF COURT

AND NOW, this 30th day of January, 2007, upon review of Plaintiff's petition for Preliminary Injunction and upon hearing attended by counsel for Plaintiff and the chief financial officer of Plaintiff, THE FOLLOWING ORDER IS HEREBY GRANTED:

1. The Preliminary Injunction will remain in effect until trial on the merits of this case.
2. Defendants Edward F. McLaughlin and Patricia A. McLaughlin are hereby removed as general powers of attorney and attorneys in fact regarding the financial matters and transactions of Defendant Harold E. McLaughlin. Defendants Edward and Patricia McLaughlin will remain as limited powers of attorney regarding the health issues of Harold McLaughlin.
3. Defendants Edward and Patricia McLaughlin are hereby ordered to produce all documentation to Christ the King Manor necessary for the completion of the medical assistance application for Defendant Harold McLaughlin.
4. A stay is hereby placed on any transaction(s) involving the assets of Defendant Harold McLaughlin. Kevin Salandra, chief financial officer for Plaintiff, is hereby appointed to retain the assets of Defendant Harold McLaughlin in an amount sufficient to satisfy Harold McLaughlin's outstanding balance with Christ the King Manor.

**FILED**

014-0007  
JAN 30 2007

cc: Atty Reavey

cc: H. McLaughlin  
1100 W. Long Ave.  
DuBois, PA 15801

cc: P. McLaughlin  
410 Rockland Ave.  
Parxutawney, PA 15767

William A. Shaw  
Prothonotary/Clerk of Courts

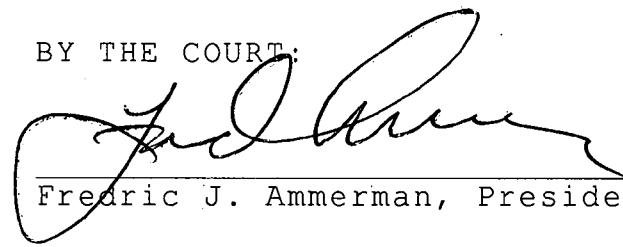
cc: E. McLaughlin  
605 14th Street  
Huntingdon, PA 16652

(6K)

5. Defendants Edward and Patricia McLaughlin are hereby ordered to surrender assets sufficient to satisfy the outstanding balance and assets sufficient to pay for Defendant Harold McLaughlin's ongoing care by Christ the King Manor to the court-appointed receiver, Kevin Salandra.

6. Defendants Edward and/or Patricia McLaughlin are hereby ordered to make Christ the King Manor the representative payee of the Defendant Harold McLaughlin's social security checks.

BY THE COURT:



\_\_\_\_\_  
Fredric J. Ammerman, President Judge

13007

DATE: 1/30/07

       You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

       Special Instructions:

Probationary's Clerk of Courts  
William A. Shaw

JAN 30 2007

FILED

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

CHRIST THE KING MANOR, INC.,  
Plaintiff

vs.  
HAROLD E. McLAUGHLIN, Individually, and  
EDWARD F. McLAUGHLIN and  
PATRICIA A. McLAUGHLIN,  
Defendants

\*  
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\*  
\*

NO. 07-123-CD

FILED  
01/30/2007  
FEB 06 2007  
Copies -  
see reverse  
60

AMENDED ORDER

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, this 1<sup>st</sup> day of February, 2007, the Court's Order of January 30, 2007 is hereby amended to include the following:

ORDER

AND NOW, this 30<sup>th</sup> day of January, 2007, upon review of Plaintiff's petition for Preliminary Injunction and upon hearing attended by counsel for Plaintiff and the Chief Financial Officer of Plaintiff, THE FOLLOWING ORDER IS HEREBY GRANTED:

1. The Preliminary Injunction will remain in effect until trial on the merits of this case.
2. Defendants Edward F. McLaughlin and Patricia A. McLaughlin are hereby removed as general powers of attorney and attorneys in fact regarding the financial matters and transactions of Defendant Harold E. McLaughlin. Defendants Edward and Patricia McLaughlin will remain as limited powers of attorney regarding the health issues of Harold McLaughlin.
3. Defendants Edward and Patricia McLaughlin are hereby ordered to produce all documentation to Christ the King Manor necessary for the completion of the medical assistance application for Defendant Harold McLaughlin.
4. A stay is hereby placed on any transaction(s) involving the assets of Defendant Harold McLaughlin. Kevin Salandra, Chief Financial Officer for Plaintiff, is

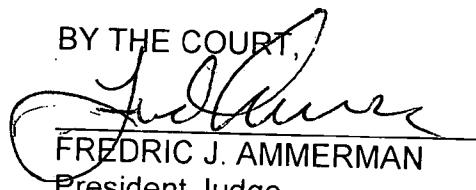
hereby appointed to retain the assets of Defendant Harold McLaughlin in an amount sufficient to satisfy Harold McLaughlin's outstanding balance with Christ the King Manor.

5. Defendant Edward and Patricia McLaughlin are hereby ordered to surrender assets sufficient to satisfy the outstanding balance and assets sufficient to pay for Defendant Harold McLaughlin's ongoing care by Christ the King Manor to the court-appointed receiver, Kevin Salandra.

6. Defendant Edward and/or Patricia McLaughlin are hereby ordered to make Christ the King Manor the representative payee of the Defendant Harold McLaughlin's social security checks.

7. Kevin Salandra is hereby appointed the new financial power of attorney for Harold E. McLaughlin and is charged with and assumes all the duties, powers and responsibilities under the power of attorney document attached to the Plaintiff's Complaint as Exhibit "A", except for paragraph 11 relating to medical procedures. Defendants Edward and Patricia McLaughlin will remain charged with the responsibilities relating to paragraph 11 of Exhibit "A".

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

FEB 06 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE 2/16/07

       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:

1CC: Amy Reaver

1CC - Harold E. McLaughlin  
1100 W Long Ave.  
DuBois, PA 15801

1CC - Edward F. McLaughlin  
605 14th Street  
Huntingdon, PA 16422

1CC - Patricia A. McLaughlin  
410 Rockland Ave.  
Pittsburgh, PA 15207

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102378  
NO: 07-123-CD  
SERVICE # 1 OF 3  
COMPLAINT;PRELIMINARY INJUNCTION ORDER &

PETITION

PLAINTIFF: CHRIST THE KING MANOR INC.

vs.

DEFENDANT: HAROLD E. MCLAUGHLIN, Ind.; EDWARD F. MCLAUGHLIN, I/A/P/O/A, Attorney in Fact, Responsible Party and/or Fiduciary for HAROLD E. MCLAUGHLIN, PATRICIA A. MCLAUGHLIN, I/A/P/O/A, ETC.

SHERIFF RETURN

---

NOW, January 26, 2007 AT 2:17 PM SERVED THE WITHIN COMPLAINT;PRELIMINARY INJUNCTION ORDER & PETITION ON HAROLD E. MCLAUGHLIN DEFENDANT AT CHRIST THE KING MANOR, 1100 W. LONG AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LUCY MCGRANOR, RECEPTIONIST A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT;PRELIMINARY INJUNCTION ORDER & PETITION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
01/30/2007  
FEB 26 2007  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102378  
NO: 07-123-CD  
SERVICE # 2 OF 3  
COMPLAINT;PRELIMINARY INJUNCTION ORDER &

PETITION

PLAINTIFF: CHRIST THE KING MANOR INC.

vs.

DEFENDANT: HAROLD E. MC LAUGHLIN, Ind.; EDWARD F. MC LAUGHLIN, I/A/P/O/A, Attorney in Fact, Responsible Party and/or Fiduciary for HAROLD E. MC LAUGHLIN, PATRICIA A. MC LAUGHLIN, I/A/P/O/A, ETC.

SHERIFF RETURN

---

NOW, January 26, 2007, SHERIFF OF HUNTINGDON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT;PRELIMINARY INJUNCTION ORDER & PETITION ON EDWARD F. MC LAUGHLIN.

NOW, February 06, 2007 AT 9:52 AM SERVED THE WITHIN COMPLAINT;PRELIMINARY INJUNCTION ORDER & PETITION ON EDWARD F. MC LAUGHLIN, DEFENDANT. THE RETURN OF HUNTINGDON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102378  
NO: 07-123-CD  
SERVICE # 3 OF 3  
COMPLAINT;PRELIMINARY INJUNCTION ORDER &

PETITION

PLAINTIFF: CHRIST THE KING MANOR INC.

vs.

DEFENDANT: HAROLD E. MCLAUGHLIN, Ind.; EDWARD F. MCLAUGHLIN, I/A/P/O/A, Attorney in Fact, Responsible Party and/or Fiduciary for HAROLD E. MCLAUGHLIN, PATRICIA A. MCLAUGHLIN, I/A/P/O/A, ETC.

SHERIFF RETURN

---

NOW, January 26, 2007, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT;PRELIMINARY INJUNCTION ORDER & PETITION ON PATRICIA A. MCLAUGHLIN.

NOW, January 29, 2007 AT 6:30 PM SERVED THE WITHIN COMPLAINT;PRELIMINARY INJUNCTION ORDER & PETITION ON PATRICIA A. MCLAUGHLIN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102378  
NO: 07-123-CD  
SERVICES 3  
COMPLAINT;PRELIMINARY INJUNCTION ORDER

& PETITION

PLAINTIFF: CHRIST THE KING MANOR INC.

vs.

DEFENDANT: HAROLD E. MCLAUGHLIN, Ind.; EDWARD F. MCLAUGHLIN, I/A/P/O/A, Attorney in Fact,  
Responsible Party  
and/or Fiduciary for HAROLD E. MCLAUGHLIN, PATRICIA A. MCLAUGHLIN, I/A/P/O/A, ETC.

**SHERIFF RETURN**

---

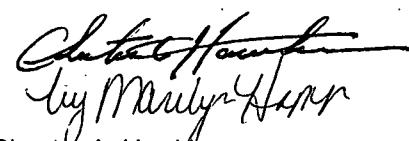
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CAPOZZI	17836	30.00
SHERIFF HAWKINS	CAPOZZI	17836	60.43
HUNTINGDON CO.	CAPOZZI	17838	35.00
JEFFERSON CO.	CAPOZZI	17838	41.34

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007



Chester A. Hawkins  
Sheriff



# SHERIFF'S OFFICE

## HUNTINGDON COUNTY, PENNSYLVANIA

241 Mifflin Street  
Huntingdon, PA 16652  
Telephone: 814-643-0880  
William G. Walters, Sheriff

Christ the King Manor, Inc.

No. 123-CD

Term: 2007

Vs.

Edward F. McLaughlin, individually and as Power of  
Attorney, Attorney in Fact Responsible Party  
and/or Fiduciary for Harold E. McLaughlin

Now, this 6th day of February, 2007, at 0952 A.M./P.M. I served the within  
Complaint, Order and Petition for Preliminary Injunction upon

Edward F. McLaughlin, individually and as Power of Attorney, Attorney in Fact Responsible Party and/or Fiduciary for Harold E. McLaughlin at

605 14th Street, Huntingdon, PA 16652

by handing to Mary Grace, Daughter of Edward F. McLaughlin

one true and correct copy/copies of the within Complaint, Order and Petition for  
Preliminary Injunction and made known to Mary Grace  
the contents thereof.

So Answers,

*William G. Walters*  
William G. Walters, Sheriff

*Daniel B. McCartney*  
Deputy Daniel B. McCartney, Jr.  
Chief Deputy/Deputy

Costs:

Rec. & Doc.	\$9.00
Service	\$9.00
Mileage/Postage	\$12.00
Surcharge	---
Affidavit	\$5.00
Miscellaneous	---
<b>Total Costs</b>	<b>\$35.00 Paid</b>

Prothonotary Notary Public

NOTARIAL SEAL

Tammy S. Foor, Notary Public  
Huntingdon Borough, Huntingdon County  
My commission expires October 21, 2010



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

KAREN BAUGHMAN  
CLERK TYPIST

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 102378

CHRIST THE KING MANOR INC.

TERM & NO. 07-123-CD

vs.

COMPLAINT;PRELIMINARY INJUNCTION ORDER & PETITION

HAROLD E. MCLAUGHLIN, Ind.; EDWARD F. MCLAUGHLIN, I/A/P/O/A, Attorney in Fact, Responsible Party  
and/or Fiduciary for HAROLD E. MCLAUGHLIN, PATRICIA A. MCLAUGHLIN, I/A/P/O/A, ETC.

**SERVE BY: 01/29/07**

**HEARING: 01/30/2007**

### MAKE REFUND PAYABLE TO CAPOZZI & ASSOCIATES, P.C.

**SERVE:** EDWARD F. MCLAUGHLIN

**ADDRESS:** 605 14th ST., HUNTINGDON, PA 16652

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF HUNTINGDON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 26, 2007.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-123 C.D.

Personally appeared before me, Carl Gotwald, Sr., Chief Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on January 29, 2007 at 6:30 o'clock P.M. served the Complaint, Preliminary Injunction Order and Petition upon PATRICIA A. MCLAUGHLIN, Defendant, at the address of 410 Rockland Avenue, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Complaint, Order and Petition and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	39.34	Paid
Prothy:	2.00	
Total Costs:	41.34	
REFUNDED:	\$ 83.66	

Sworn and subscribed  
to before me this 30<sup>th</sup>  
day of Jan. 2007  
By Thomas A. Demko

My Commission Expires the  
1st Monday, January 2010

So Answers,

Carl Gotwald, Sr. Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC. : CIVIL ACTION-LAW AND EQUITY  
1100 WEST LONG AVENUE :  
DUBOIS, PA 15801 : No: 07-123-CD  
Plaintiff, :  
v.  
HAROLD E. MCLAUGHLIN, : TYPE OF PLEADING: PRAECIPE  
Individually, : FOR APPEARANCE OF RECORD  
1100 WEST LONG AVENUE :  
DUBOIS, PA 15801; and :  
EDWARD F. MCLAUGHLIN, : FILED ON BEHALF OF: PATRICIA  
Individually and as Power of Attorney, : A. MCLAUGHLIN, Individually and  
Attorney in Fact, Responsible Party : as Power of Attorney, Attorney in Fact,  
and/or Fiduciary for : Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN : HAROLD E. MCLAUGHLIN,  
605 14<sup>th</sup> STREET : Defendant.  
HUNTINGDON, PA 16652; and :  
PATRICIA A. MCLAUGHLIN, : ATTORNEY OF RECORD:  
Individually and as Power of Attorney, : J. Kipp Lukehart, Esquire  
Attorney in Fact, Responsible party : LUKEHART & LUNDY  
and/or Fiduciary for : PA I.D.# 05865  
HAROLD E. MCLAUGHLIN : 219 E. Union Street  
410 ROCKLAND AVENUE : Punxsutawney, PA 15767  
PUNXSUTAWNEY, PA 15767 : (814)938-8110  
Defendants. :  
:

FILED *No CC*  
*ml:OK/61*  
FEB 26 2007 copy to CIA  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS, PA 15801 Plaintiff,	:	CIVIL ACTION-LAW AND EQUITY No: 07-123-CD
v.		
HAROLD E. MCLAUGHLIN, Individually; and	:	
EDWARD F. MCLAUGHLIN, Individually and as Power of Attorney, Attorney in Fact, Responsible Party and/or Fiduciary for HAROLD E. MCLAUGHLIN; and	:	
PATRICIA A. MCLAUGHLIN, Individually and as Power of Attorney, Attorney in Fact, Responsible party and/or Fiduciary for HAROLD E. MCLAUGHLIN Defendants.	:	

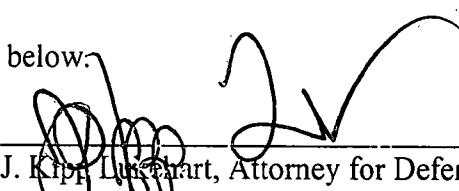
PRAECIPE FOR APPEARANCE OF RECORD

TO THE PROTHONOTARY:

Enter my appearance on behalf of the Defendant, PATRICIA A. MCLAUGHLIN,  
Individually and as Power of Attorney, Attorney in Fact, Responsible party and/or  
Fiduciary for HAROLD E. MCLAUGHLIN.

Papers may be served at the address set forth below.

Date: 2-23-07

  
J. Kipp Lukehart, Attorney for Defendant  
PA I.D. 09866  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767-0074  
(814) 938-8110  
(814) 938-3489 (facsimile)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801  
Plaintiff.

1

HAROLD E. MC LAUGHLIN,  
Individually,  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801; and

EDWARD F. MCLAUGHLIN,  
Individually and as Power of Attorney,  
Attorney in Fact, Responsible Party  
and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
605 14<sup>th</sup> STREET  
HUNTINGDON, PA 16652; and

PATRICIA A. MCLAUGHLIN,  
Individually and as Power of Attorney,  
Attorney in Fact, Responsible party  
and/or Fiduciary for  
HAROLD E. MCLAUGHLIN  
410 ROCKLAND AVENUE  
PUNXSUTAWNEY, PA 15767  
Defendants.

CIVIL ACTION-LAW AND EQUITY  
No: 07-123-CD  
TYPE OF PLEADING: ANSWER TO  
COMPLAINT  
FILED ON BEHALF OF: PATRICIA  
A. MCLAUGHLIN, Individually and  
as Power of Attorney, Attorney in Fact,  
Responsible Party and/or Fiduciary for  
HAROLD E. MCLAUGHLIN,  
Defendant.  
ATTORNEY OF RECORD:  
J. Kipp Lukehart, Esquire  
LUKEHART & LUNDY  
PA I.D.# 05865  
219 E. Union Street  
Punxsutawney, PA 15767  
(814)938-8110

FILED 4CC  
m11072001 Atty Lukehart  
FEB 26 2007 (GIO)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS, PA 15801 Plaintiff,	:	CIVIL ACTION-LAW AND EQUITY No: 07-123-CD
v.		
HAROLD E. MCLAUGHLIN, Individually; and	:	
EDWARD F. MCLAUGHLIN, Individually and as Power of Attorney, Attorney in Fact, Responsible Party and/or Fiduciary for HAROLD E. MCLAUGHLIN; and	:	
PATRICIA A. MCLAUGHLIN, Individually and as Power of Attorney, Attorney in Fact, Responsible party and/or Fiduciary for HAROLD E. MCLAUGHLIN Defendants.	:	

ANSWER TO COMPLAINT

AND NOW, Defendant, Patricia A. McLaughlin, by and through her attorneys, Lukehart & Lundy, files the following Answer to Plaintiff's Complaint.

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted only that Defendant, Patricia A. McLaughlin, was named as a Power of Attorney by her father, Harold E. McLaughlin, but further denied that Patricia A. McLaughlin was or is either a responsible party or fiduciary of Harold E. McLaughlin and strict proof thereof is demanded. By way of further answer Defendant, Patricia A. McLaughlin, was the representative payee of Harold E. McLaughlin for social security

purposes and used the payments received for the household expenses for the residence owned by Harold E. McLaughlin at 410 Rockland Avenue, Punxsutawney, Pennsylvania.

7. Denied that Patricia A. McLaughlin at any time requested the Plaintiff to care for Harold E. McLaughlin and to the contrary alleged that the Jefferson County Agency of Aging suggested a temporary stay by Harold E. McLaughlin at the Plaintiff's facility and that Jefferson County Agency of Aging made all arrangements for Harold E. McLaughlin's admission to the Plaintiff's facility.

8. Admitted.

9. Admitted.

10. Admitted that Plaintiff agreed to provide nursing care and services to Harold E. McLaughlin but denied that Patricia A. McLaughlin was a "responsible party" or individually represented to or made a promise to pay the Plaintiff for the Nursing Care and Services rendered to Harold E. McLaughlin or requested or signed for the admission of Harold E. McLaughlin to the Plaintiff's facility.

11. Denied and to the contrary, Patricia A. McLaughlin never agreed to make payments personally for the Nursing care and services rendered for her father, Harold E. McLaughlin and as to a balance in the amount of \$50,577.58 being owed to the Plaintiff, this Defendant, after the reasonable investigation this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof thereof is demanded.

12. Denied, that Defendant Patricia A. McLaughlin is a "responsible party" and admitted only that she was named as a Power of Attorney by her father Harold E. McLaughlin but denied that she had any contractual, legal or fiduciary obligation to the facility and strict proof thereof is demanded.

#### COUNT I – BREACH OF CONTRACT

13. No answer required.

14. Denied that Patricia A. McLaughlin in any capacity whatsoever proceeded with the admission of Harold E. McLaughlin into the Plaintiff's facility.

15. Denied that there was any implied term of agreement between Patricia A. McLaughlin with the Plaintiff and such allegation is a conclusion of law which needs not be answered. By way of further answer it is denied that Patricia A. McLaughlin is personally responsible for any of the bills of Harold E. McLaughlin.

16. Admitted that the Plaintiff is entitled to be paid for services rendered to Defendant Harold E. McLaughlin but that such billing should be paid by Harold E.

McLaughlin and that Defendant Patricia A. McLaughlin is not individually responsible for such billing.

17. Denied that Patricia A. McLaughlin is personally liable to the Plaintiff for any outstanding balance owed to the Plaintiff and strict proof thereof is demanded. By way of further answer, denied also that Defendant Patricia A. McLaughlin is a responsible party or fiduciary and such allegations state a conclusion of law and strict proof thereof is demanded.

18. Denied that the Plaintiff demanded Patricia A. McLaughlin to personally pay the balance due for services rendered for her father, Harold E. McLaughlin and denied that Patricia A. McLaughlin is responsible personally for such invoicing.

19. Admitted only to the extent that any invoicing submitted by the Plaintiff that is legally owed is the sole obligation of Harold E. McLaughlin and that Patricia A. McLaughlin is not personally responsible and is not a responsible party or fiduciary regarding the matters of Harold E. McLaughlin.

WHEREFORE, Defendant Patricia A. McLaughlin requests your Honorable Court to dismiss this Count.

#### COUNT II. -BREACH OF IMPLIED CONTRACT

20. No answer required.

21. Denied that on or about January 28<sup>th</sup>, 2006 that Patricia A. McLaughlin personally or in any other capacity agreed to pay the Plaintiff in exchange for the admission of Harold E. McLaughlin into the Plaintiff's nursing facility.

22. Denied that there is any implied term of agreement between the Plaintiff and Defendant Patricia A. McLaughlin, but rather, that Patricia A. McLaughlin at no time personally agreed to make any payment to the Plaintiff and finally that alleging an implied term of agreement is a conclusion of law.

23. Admitted.

24. No answer required as the allegation of an implied in law and an implied in fact contract states a conclusion of law, but, to the extent necessary, Patricia A. McLaughlin denies every entering into any contract in any capacity with the Plaintiff.

25. Admitted only to the extent that the Plaintiff is entitled to compensation for the health services rendered to Harold E. McLaughlin but in furtherance that the only Defendant obligated is Defendant Harold E. McLaughlin.

26. Denied that Plaintiff requested Patricia A. McLaughlin to make payment or ever requested her personally to pay the bill for Harold E. McLaughlin and again there

is no answer required for the allegation of an implied in fact or an implied in law contract.

27. Admitted only that the Plaintiff has been damaged by not being, to date, compensated for services rendered to Harold E. McLaughlin but denied that Patricia A. McLaughlin, personally or otherwise has any responsibility or liability for payment.

WHEREFORE, the Defendant requests that this respective Count be dismissed.

COUNT III-QUANTUM MERUIT

28. No answer required.

29. Defendant admits that Plaintiff expected to be paid for services rendered to Harold E. McLaughlin but did not expect that Patricia A. McLaughlin would be personally liable.

30. Admitted.

31. Admitted.

32. Admitted.

33. Denied that there was any implied term of agreement between the Plaintiff and Defendant Patricia A. McLaughlin and denied that Patricia A. McLaughlin has any responsibility whatsoever for the invoicing of the Plaintiff. Furthermore, denied that Patricia A. McLaughlin was requested by the Plaintiff "to assist with the medical assistance application process" and even, assuming that was, it is denied that she is personally responsible for the payment of any bills for the care of Harold E. McLaughlin and furthermore alleged that since the filing of the Complaint that the Plaintiff is in position by Court Order of January 20<sup>th</sup>, 2007 as Amended February 1<sup>st</sup>, 2007 to proceed for benefits from Medicaid.

34. Admitted to the extent only that the Plaintiff is entitled to recovery from Harold E. McLaughlin for services rendered but that Patricia A. McLaughlin is not liable or responsible whatsoever for the same.

35. Admitted.

36. Denied that the Plaintiff, at any time, demanded payment personally from Patricia A. McLaughlin and furthermore denied that Patricia A. McLaughlin is personally responsible for the Plaintiff's invoices for the care of Harold E. McLaughlin. Furthermore, denied that Patricia A. McLaughlin is a responsible party or fiduciary by virtue of simply being named as a Power of Attorney.

WHEREFORE, Defendant requests your Honorable Court to dismiss this Count.

#### COUNT IV-BREACH OF FIDUCIARY DUTY

37. No answer required.

38. Admitted that the Defendant, Patricia A. McLaughlin was the representative Payee of Social Security Benefits owed to Harold E. McLaughlin and that she received the same and applied the same to pay for the household expenses for the home owned by Harold E. McLaughlin located a 410 Rockland Avenue, Punxsutawney, Jefferson County, Pennsylvania.

39. Admitted only that Defendant, Patricia A. McLaughlin, assisted with the checking account of Harold E. McLaughlin; assisted with payment of the bills for the home of Harold E. McLaughlin and other personal items needed by her father.

40. Admitted only to the extent that Patricia A. McLaughlin was named and nominated by her father as a Power of Attorney but alleged that her activities in that capacity were very limited and that her brother, Edward F. McLaughlin conducted and performed the great majority of duties as Power of Attorney for Harold E. McLaughlin.

41. Denied that Defendant, Patricia A. McLaughlin ever refused to make the income or assets of Defendant Harold E. McLaughlin available to Plaintiff to pay for his nursing care and services or that she was required to do so and finally denied that all of the assets of Harold E. McLaughlin and in particular the Social Security check of Harold E. McLaughlin would have been required to have been used for his care in view of the expenses for the upkeep of his residence.

42. After the reasonable investigation this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof thereof is demanded. Furthermore, the allegations states a "conclusion of law" to which no answer is required. Finally it is denied that Patricia A. McLaughlin is a responsible party.

43. Denied that Patricia A. McLaughlin is a responsible party or owed a financial obligation to the Plaintiff and alleged that she, in a very limited aspect, exercised her Power of Attorney and in fact only exercised same to pay for household expenses for the home of Harold E. McLaughlin and personal items needed by Harold E. McLaughlin.

44. Admitted only that the Plaintiff is entitled to payment for services rendered to Harold E. McLaughlin but denied that Defendant Patricia A. McLaughlin is responsible for such payments and furthermore that by virtue of Court Order the Plaintiff can proceed to obtain that Medicaid for reimbursement of bills.

45. Denied that Patricia A. McLaughlin is a responsible party and / or fiduciary or that she violated any duty to Defendant, Harold E. McLaughlin, or to the

Plaintiff or that she refused any request made by the Plaintiff pertaining to payment and that the said Patricia A. McLaughlin was the representative payee for her father and used the checks for household expenses for the home of Harold E. McLaughlin.

46. Only admitted to the extent that the Plaintiff is entitled to recovery for services rendered but alleged that the only liable party is the patient, Harold E. McLaughlin and that Defendant, Patricia A. McLaughlin is not responsible or liable for the same and finally that she rarely, if ever, exercised any duties as Power of Attorney for Harold E. McLaughlin.

WHEREFORE, Defendant requests your Honorable Court to dismiss this Count.

#### COUNT V – NEGLIGENT MISREPRESENTATION

47. No answer required.

48. Admitted only that Patricia A. McLaughlin was named as Power of Attorney by her father, Harold E. McLaughlin, but denied that Patricia A. McLaughlin held herself out to the world as a responsible party or fiduciary of Harold E. McLaughlin and that she only exercised any duties as that of a representative payee for social security purposes and that she used the funds for the upkeep of the residence of Harold E. McLaughlin.

49. Admitted that Patricia A. McLaughlin, as Power of Attorney for Harold E. McLaughlin deposited checks to the checking account of Harold E. McLaughlin and from the checking account paid household expenses which were the responsibility of Harold E. McLaughlin.

50. Admitted that Defendant, Patricia A. McLaughlin has information pertaining to the finances of Harold E. McLaughlin and furthermore alleged that such information, prior to this filing, was submitted to the attorney for the Plaintiff. By way of further answer Defendant Patricia A. McLaughlin was never requested to by the Plaintiff to provide any such information to the Plaintiff and therefore she at no time denied the Plaintiff such information.

51. Denied that Patricia A. McLaughlin, Defendant, made any representations whatsoever to the Plaintiff and strict thereof is demanded.

52. Denied that Defendant, Patricia A. McLaughlin, made any promises whatsoever to the Defendant and strict thereof is demanded.

WHEREFORE, Defendant Patricia A. McLaughlin respectfully requests your Honorable Court to dismiss this action.

#### COUNT VI - MISREPRESENTATION

53. No answer required.

54. Admitted only that Patricia A. McLaughlin, Defendant, was named as a Power of Attorney for her father, Defendant, Harold E. McLaughlin. Denied that she held herself out to the world at large and to the staff and administration of the Plaintiff's facility as the fiduciary or responsible party for Defendant Harold E. McLaughlin and further allege that the only activities undertaken by Patricia A. McLaughlin was to be Social Security Payee for Harold E. McLaughlin, Defendant, in that she expended Social Security Benefits for the household expenses of the Defendant Harold E. McLaughlin who was the owner of the residence.

55. Denied that Patricia A. McLaughlin is a "responsible party or fiduciary" of the Defendant, Harold E. McLaughlin and only admitted that she was named as the Power of Attorney for Harold E. McLaughlin and exercised limited powers so as to be the representative Payee for the Social Security Benefits of Harold E. McLaughlin and to pay household expenses owed by Harold E. McLaughlin.

56. Denied that Patricia A. McLaughlin, should be personally liable for any of the bills owed to the Plaintiff and furthermore denied that she misapplied any of the assets or funds of Defendant Harold E. McLaughlin and furthermore alleged that the allegation of an implied term of agreement is a legal conclusion and no answer is required and finally, to the extent necessary, after the reasonable investigation this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment and strict proof thereof is demanded.

57. Denied that Patricia A. McLaughlin, Defendant, is responsible party or fiduciary of Harold E. McLaughlin, but rather, was named as his Power of Attorney and only exercised powers necessary to be the representative Payee for Social Security purposes and used those funds to pay the household expenses for the residence owned by Harold E. McLaughlin and furthermore specifically denied that she made any promises whatsoever to the Plaintiff regarding payment to the Plaintiff for bills for the care of Defendant, Harold E. McLaughlin and strict proof thereof is required.

58. Denied that Defendant, Patricia A. McLaughlin, made any representations whatsoever to the Plaintiff and strict proof thereof is demanded.

59. Admitted that the Plaintiff is entitled for compensation for health care services rendered to the Defendant, Harold E. McLaughlin but further alleged that the Defendant, Patricia A. McLaughlin is not personally liable for such expenses.

60. Denied that Defendant, Patricia A. McLaughlin made any representations whatsoever to the Plaintiff regarding payment for services of Harold E. McLaughlin and strict proof thereof is demanded.

WHEREFORE, Defendant requests this Count to be dismissed.

## COUNT VII - NEGLIGENCE

61. No answer required.

62. Denied that Patricia A. McLaughlin, Defendant, is a responsible party or fiduciary but in further answer allege that she was in fact named by Harold E. McLaughlin as Co-Power of Attorney but that her actions only were to the extent of being a representative Payee for Harold E. McLaughlin Social Security payment and that she used such Social Security Payment to pay the household and expenses for the residence owned by Harold E. McLaughlin.

63. Denied that Patricia A. McLaughlin is in any way personally liable to the Plaintiff or in any way responsible for procurement of medical assistance benefits in that the Power of Attorney only permitted her to act on behalf of Defendant, Harold E. McLaughlin but did not obligate her to perform all actions and that Defendant, Patricia A. McLaughlin's activities only involved that of receiving his Social Security payments and paying household bills and expenses.

64. Denied that Patricia A. McLaughlin is in any way personally responsible to the Plaintiff and furthermore denied that she is a "responsible party" and denied that she had any duty to safeguard his assets, but rather, her activities were simply limited to being the representative Payee for Social Security purposes and paying the household expenses owed by Harold E. McLaughlin.

65. Denied that Patricia A. McLaughlin personally or as a responsible person or fiduciary breached any duty owed to Harold E. McLaughlin or to the Plaintiff and alleged that her activities were limited to being the representative Payee for Social Security and that she used the Social Security income for payment of household expenses for the home of Harold E. McLaughlin and furthermore denied that she ever refused to make proper payment of income and assets available for his nursing care and services.

66. This allegation states a conclusion of law but to the extent necessary, Defendant, Patricia A. McLaughlin denies the existence of any contract by the Plaintiff and Patricia A. McLaughlin, individually and that any contract of any nature is between the Plaintiff and Defendant, Harold E. McLaughlin.

67. Admitted that the Plaintiff is entitled to be paid but said payment should only be the responsibility of Defendant Harold E. McLaughlin and furthermore denied that Patricia A. McLaughlin is responsible or liable personally or in any other fashion for any Plaintiff's invoice.

WHEREFORE, Plaintiff requests this Count to be dismissed.

## COUNT VIII – PETITION FOR ACCOUNTING

68. No answer required.

69. The statement of the Plaintiff being "entitled to an accounting" is a conclusion of law and no answer is required but, to the extent necessary, Defendant, Patricia A. McLaughlin, has no objection to providing information to the Plaintiff which Defendant, Patricia A. McLaughlin has or can readily obtain.

70. Denied that the Plaintiff is entitled to a full and complete inspection of any books or records in possession of any Defendant in that the Plaintiff has no legal right to such inspection.

WHEREFORE, Plaintiff requests this Count to be dismissed.

COUNT IX – ACTION IN ASSUMPSIT – DUTY TO SUPPORT

71. No answer required.

72. Admitted that the Plaintiff provided services to the Defendant, Harold E. McLaughlin but after reasonable investigation it is without sufficient information to form a belief as to whether or not the Plaintiff had a legal duty to provide care, maintenance and assistance to him and strict proof thereof is required.

73. Admitted.

74. Admitted and by way of further answer Defendant Harold E. McLaughlin's monthly income was also insufficient to pay all of the costs and expenses associated with the home owned by Harold E. McLaughlin.

75. Admitted.

76. Denied that Defendant, Patricia A. McLaughlin, had sufficient financial ability to pay for Defendant Harold E. McLaughlin's maintenance and support by way of further answer denied that Patricia A. McLaughlin for any reason, was financially responsible for the payment of Harold E. McLaughlin's maintenance and support.

77. Only admitted to the extent that the Pennsylvania Statute cited exists but denied that Patricia A. McLaughlin at any time had sufficient financial ability to pay for the care and maintenance of her father, Defendant, Harold E. McLaughlin.

78. The allegation states a conclusion of law and no answer is required.

79. Denied that Defendant is responsible or obligated to reimburse the Plaintiff for nursing care and services rendered to Defendant, Harold E. McLaughlin in that Patricia A. McLaughlin is not financially able to do the same.

80. Admitted that Patricia A. McLaughlin has not reimbursed the Plaintiff for nursing services rendered to Defendant Harold E. McLaughlin and furthermore alleged

that Defendant Patricia A. McLaughlin has no legal obligation to reimburse the Plaintiff for the same.

WHEREFORE, Defendant Patricia A. McLaughlin requests this Count be dismissed.

#### COUNT X - CONVERSION

81. No answer required.

82. Denied that Patricia A. McLaughlin had any duty whatsoever as alleged by the Plaintiff's Complaint and strict proof thereof is demanded.

83. Denied that Patricia A. McLaughlin had any legal duty to use the assets of Harold E. McLaughlin for his nursing care and services and that she expended the same in order to pay the household expenses of the residence owned by Harold E. McLaughlin.

84. Denied that Patricia A. McLaughlin was aware of the contractual relationship between the Defendant Harold E. McLaughlin and the Plaintiff and strict proof thereof is demanded.

85. Denied that Patricia A. McLaughlin at any time, converted assets of the Defendant Harold E. McLaughlin, but rather used the monthly Social Security check of Harold E. McLaughlin for the household expenses owed by Harold E. McLaughlin for his own residence.

86. Admitted that Defendant Harold E. McLaughlin owes for the services rendered to him by the Plaintiff.

WHEREFORE, the Defendant Patricia A. McLaughlin requests that the Count be dismissed.

#### COUN XII – PETITION FOR PERMANENT INJUNCTION

87. No answer required.

88. Denied that Patricia A. McLaughlin had access and controlled all of the assts of Harold E. McLaughlin, but rather, that her activities were limited to being the representative Payee for Social Security payments to Harold E. McLaughlin which she used for payment of the household expenses for the real estate owned by Harold E. McLaughlin.

89. Denied that Defendant Patricia A. McLaughlin refused to assist the Plaintiff in its efforts to secure Medical Assistance and strict proof thereof is demanded.

90. Denied that Patricia A. McLaughlin withheld critical information relating to Defendant Harold E. McLaughlin's finances and strict proof thereof is demanded.

91. Denied that Patricia A. McLaughlin had a contractual, legal or fiduciary obligation to assist the Plaintiff in securing medical assistance for Harold E. McLaughlin and strict proof thereof is demanded.

92. Admitted that nursing care and services were rendered by the Plaintiff but after the reasonable investigation this Defendant is without information as to whether or not Harold E. McLaughlin was capable of accepting the same and strict proof thereof is demanded.

93. Denied that Patricia A. McLaughlin is a responsible party for purposes of billing for services rendered to Harold E. McLaughlin and that only Harold E. McLaughlin is responsible for any billing.

94. Admitted.

95. Denied that Patricia A. McLaughlin made any representations whatsoever to the Plaintiff regarding the income or assets of Defendant Harold E. McLaughlin and that her activities were limited to acting as his Representative Payee for Social Security purposes and that she used his Social Security income for payment of the household expenses for the residence of Harold E. McLaughlin.

96. Admitted that Defendant Patricia A. McLaughlin was aware of the checking account and activities thereon as Power of Attorney for Harold E. McLaughlin and was aware of information regarding the real estate owned by Harold E. McLaughlin but denied that any formal request for divulgence of the same was made by the Plaintiff or that the Plaintiff was entitled to the same and strict proof thereof is demanded.

97. Denied that Patricia A. McLaughlin ever represented to the staff and administration of the Plaintiff that she would use the income and assets of the Defendant Harold E. McLaughlin to pay for his nursing care and services, but rather, that the activities of Patricia A. McLaughlin were limited to her being the representative Payee for Social Security purposes and the payment of the household expenses for real estate owned by Harold E. McLaughlin.

98. Denied that Patricia A. McLaughlin ever made any specific representations to the staff and administration of the Plaintiff regarding application for County Assistance by Defendant Harold E. McLaughlin and strict proof thereof is demanded.

99. Denied that Patricia A. McLaughlin ever represented to the staff and administration of the Plaintiff that they were entirely justified in relying on her as Power of Attorney for Defendant Harold E. McLaughlin and strict proof thereof is demanded.

100. Admitted only to the extent that Patricia A. McLaughlin was named by her father as a Power of Attorney but denied that she was ever a "responsible party" or "fiduciary", but rather that her activities were limited to being the Representative Payee for Social Security purposes and that she used the Social Security checks of Harold E. McLaughlin to pay for the household expenses owed by Harold E. McLaughlin for his home.

101. Admitted in part but denied that all of the income of Defendant Harold E. McLaughlin must be expended for services provided by the Plaintiff or any other similar entity and that a portion of the income of Defendant Harold E. McLaughlin may and should be used to pay for the household expenses of the real estate owned by Harold E. McLaughlin.

102. Admitted.

103. Defendant, Harold E. McLaughlin, does not have sufficient assets to pay for his monthly care and expense and Medicare Assistance should be applied for and obtained.

104. Admitted that Patricia A. McLaughlin is not expected to be able to pay for the care of Harold E. McLaughlin but by way of further answer that there are not sufficient assets of Defendant, Harold E. McLaughlin to pay for his care.

105. Admitted.

106. Denied that an Injunction is necessary in order for application to be made for Medicaid and this Defendant requests your Honorable Court to dismiss the request for Injunctive Relief.

WHEREFORE, the Defendant Patricia A. McLaughlin requests that the Count be dismissed.

Date: 2-23-07

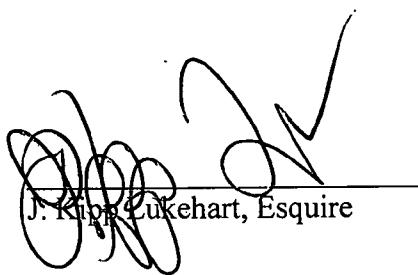
Respectfully submitted,

J. Kipp Lukehart, Attorney for Defendant  
PA I.D. 05865  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767-0074  
(814) 938-8110  
(814) 938-3489 (facsimile)

**CERTIFICATE OF SERVICE**

I, J. Kipp Lukehart, hereby certify that on the 23<sup>rd</sup> day of February, 2007, a true and correct copy of the foregoing Answer was forwarded via first-class mail, postage prepaid, to the following:

Donald R. Reavey, Esquire  
Capozzi and Associates, PC  
2933 North Front Street  
Harrisburg, PA 17110



J. Kipp Lukehart, Esquire

**VERIFICATION**

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Patricia A. McLaughlin  
Patricia A. McLaughlin

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION - LAW AND EQUITY

§

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§ DOCKET NUMBER: 07-123-CD

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HAROLD E. MCLAUGHLIN,  
EDWARD F. MCLAUGHLIN,  
and  
PATRICA A. MCLAUGHLIN,

Defendants

FILED

19:44:04  
MAR 16 2007

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd 20.00  
Notice to Harold &  
Edward McLaughlin  
Statement to Atty

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT  
AGAINST HAROLD AND EDWARD MCLAUGHLIN ONLY**

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY

Pursuant to Pa.R. Civ. P. No. 1037(b), enter judgment in favor of Christ the King Manor, Inc., Plaintiff in the above-captioned action, and against only Harold E. McLaughlin and Edward F. McLaughlin, Defendants in the above-captioned action, for failure to file an Answer to Plaintiff's Complaint within twenty (20) days from the date of service of said Complaint and assess Plaintiff's damages in the total sum of \$57,305.69 plus interest at the legal rate of 6% per annum, attorneys' fees, and costs of suit.

I hereby certify that a written Notice of Intention to File this Praecipe for Entry of Default Judgment was served in accordance with Pa.R.C.P. No. 237.1. A true and correct copy of the aforesaid Notice is attached hereto as Exhibit "A".

I hereby certify that the last known addresses of the Defendants are:

Harold E. McLaughlin  
1100 West Long Avenue  
Dubois, PA 15801

Edward F. McLaughlin  
605 14<sup>th</sup> Street  
Huntingdon, PA 16652

Respectfully submitted,  
**CAPOZZI & ASSOCIATES, P.C.**

By: Andrew R. Eisemann, Esquire  
Attorney ID # 87441  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101  
Attorney for Plaintiff

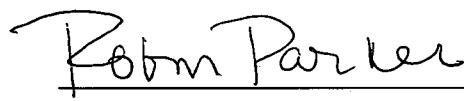
DATE: 3/13/07

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the Praeclipe for  
Entry Default Judgment on the Defendants by United States mail, first class,  
postage prepaid and addressed to the following individual(s):

Harold E. McLaughlin  
1100 West Long Avenue  
Dubois, PA 15801

Edward F. McLaughlin  
605 14<sup>th</sup> Street  
Huntingdon, PA 16652

  
\_\_\_\_\_  
Robin Parker

Dated:

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.	§ CIVIL ACTION - LAW AND EQUITY
1100 WEST LONG AVENUE	§
DUBOIS, PA 15801	§
Plaintiff,	§ DOCKET NUMBER: 07-123-CD
v.	
HAROLD E. MCLAUGHLIN,	§
Individually,	§
1100 WEST LONG AVENUE	§
DUBOIS, PA 15801	§
and	§
EDWARD F. MCLAUGHLIN,	§
Individually and as	§
Power of Attorney, Attorney in Fact,	§
Responsible Party and/or Fiduciary for	§
HAROLD E. MCLAUGHLIN	§
605 14 <sup>TH</sup> STREET	§
HUNTINGDON, PA 16652	§
and	§
PATRICA A. MCLAUGHLIN,	§
Individually and as	§
Power of Attorney, Attorney in Fact,	§
Responsible Party and/or Fiduciary for	§
HAROLD E. MCLAUGHLIN	§
410 ROCKLAND AVENUE	§
PUNXSUTAWNEY, PA 15767	§
Defendants	§

NOTICE OF INTENTION TO ENTER JUDGMENT BY DEFAULT

TO: Harold E. McLaughlin  
1100 West Long Avenue  
Dubois, PA 15801

Edward F. McLaughlin  
605 14th Street  
Huntingdon, PA 16652

Patricia A. McLaughlin  
410 Rockland Avenue  
Punxsutawney, PA 15767

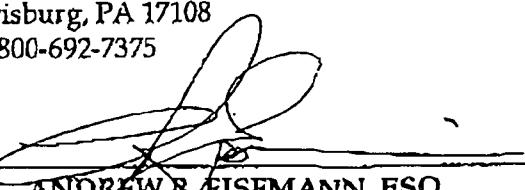
DATED: February 27, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

By:

  
ANDREW R. EISEMANN, ESQ.  
I.D. No. 87441  
2933 North Front Street  
Harrisburg, PA 17110

Attorneys for Plaintiff, Christ the King Manor

Dated: 2/27/07

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

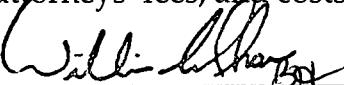
CHRIST THE KING MANOR, INC. § CIVIL ACTION - LAW AND EQUITY  
1100 WEST LONG AVENUE §  
DUBOIS, PA 15801 §  
Plaintiff, § DOCKET NUMBER: 07-123-CD  
§  
v. §  
§  
HAROLD E. MCLAUGHLIN, §  
EDWARD F. MCLAUGHLIN, §  
and §  
PATRICA A. MCLAUGHLIN, §  
§  
Defendants §

NOTICE OF ENTRY OF JUDGMENT PURSUANT TO RULE 236  
NOTICE OF DEBTOR'S RIGHTS

TO: Harold E. McLaughlin and Edward F. McLaughlin, Defendant(s)

You are hereby notified that on March 16, 2007 judgment has been entered against you in the above-captioned case in the sum of \$57,305.69 plus interest at the legal rate of 6% per annum, attorneys' fees, and costs of suit.

DATE

  
Prothonotary

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PENNSYLVANIA LAWYER REFERRAL SERVICE

Pennsylvania Bar Association

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

I hereby certify that the following is the address of the Defendant(s) stated in the certificate of residence:

Harold E. McLaughlin  
1100 West Long Avenue  
Dubois, PA 15801

Edward F. McLaughlin  
605 14<sup>th</sup> Street  
Huntingdon, PA 16652

Respectfully submitted,  
**CAPOZZI & ASSOCIATES, P.C.**

~~By: Andrew R. Eisemann, Esquire  
Attorney ID # 87441  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101~~  
Attorney for Plaintiff

DATE: 3/13/07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

*COPY*

Christ the King Manor, Inc.  
Plaintiff(s)

No.: 2007-00123-CD

Real Debt: \$57,305.69

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Harold E. McLaughlin  
Edward F. McLaughlin  
Patricia A. McLaughlin  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment against Harold E. McLaughlin and Edward F. McLaughlin ONLY

Date of Entry: March 16, 2007

Expires: March 16, 2012

Certified from the record this 16th day of March, 2007.

  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION - LAW AND EQUITY

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Defendants

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HAROLD E. MCLAUGHLIN,  
EDWARD F. MCLAUGHLIN,  
and  
PATRICA A. MCLAUGHLIN,

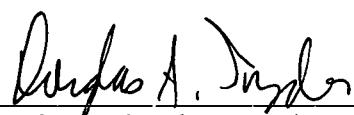
v.

**CERTIFICATE PREREQUISITE PURSUANT TO SERVICE OF A SUBPOENA**  
**PURSUANT TO RULE 4009.22**

As a prerequisite to service of a subpoena for documents and things pursuant to rule 4009.22, Plaintiff certifies that:

1. Defendants' counsel has been contacted and has waived the twenty (20) day notice period required by Rule 4009.21,
2. Defendants' counsel has waived any objections to the subpoena.

Respectfully Submitted,



Douglas A. Snyder, Esquire  
Attorney I.D. No. 204384  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

**FILED**

JUN 15 2007

6/11/07

William A. Shaw  
Prothonotary/Clerk of Courts

I went to Hgtm

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Christ the King Manor, Inc.

\*

Plaintiff(s)

Vs.

\*

No. 2007-00123-CD

Harold E. McLaughlin, Individually

\*

Edward F. McLaughlin and Patricia A.

McLaughlin, Individually and as Power of  
Attorney, Attorney in Fact for Harold E.

McLaughlin

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: Everest Operating, LLC

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things: *Re: Harold E. McLaughlin, SS# 177-10-8305*  
*Letter stating whether Decedent owns any interest in the name of Everest Operating, LLC*  
*If so, location of wells; production history last 5 years; Is this a working or royalty interest*  
*Surface rights only? How many acres? Total value of royalties from Jan 06-May 07?*

*2933 North Front Street, Harrisburg, PA 1710*

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

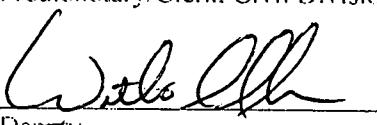
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Andrew R. Gisemann  
ADDRESS: 2933 North Front Street  
Harrisburg, PA 1710  
TELEPHONE: 717-233-4001  
SUPREME COURT ID # 87441  
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

  
Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

DATE: Thursday, June 07, 2007

Seal of the Court

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS, PA 15801	§ CIVIL ACTION – LAW AND EQUITY
	§
	§
Plaintiff,	§ DOCKET NUMBER: 07-123-CD
	§
	§
v.	§
	§
	§
HAROLD E. MCCLAUGHLIN, EDWARD F. MCCLAUGHLIN, and PATRICA A. MCCLAUGHLIN,	§
	§
	§
	§
Defendants	§
	§

**CERTIFICATE OF SERVICE**

I, Douglas A. Snyder, Esquire, do hereby certify that on this 13<sup>th</sup> day of June, 2007, I served a true and correct copy of the Certificate Prerequisite Pursuant to Service of Subpoena Pursuant to Rule 4009.22, via first class mail, addressed to the following:

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Capozzi & Associates, P.C.

  
Douglas A. Snyder, Esquire  
Attorney I.D. No. 204384  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION – LAW AND EQUITY

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COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Christ the King Manor, Inc.  
Plaintiff(s)

Vs.

\*

No. 2007-00123-CD

Harold E. McLaughlin, Individually  
Edward F. McLaughlin and Patricia A.  
McLaughlin, Individually and as Power of  
Attorney, Attorney in Fact for Harold E.  
McLaughlin  
Defendant(s)

\*

\*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: Computershare, Shareholder Services, Inc. ATTN: AT&T  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

A letter stating that Patricia McLaughlin (SS# 197-28-7769)  
was the 100% owner of her AT&T stock that she now owns as joint  
tenants with her falther Harold McLaughlin (SS# 177-10-8305)  
Including date Patricia acquired Address and the date of transfer to joint  
tenancy. 2933 N. Front Street, Harrisburg, PA 17110

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

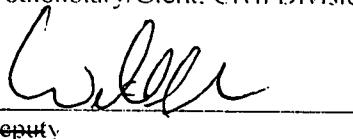
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Andrew R. Eisemann, Esquire  
ADDRESS: 2933 North Front Street  
Harrisburg, PA 17110  
TELEPHONE: 717-233-4101  
SUPREME COURT ID # 87441  
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

  
Deputy

**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

DATE: Thursday, June 07, 2007  
Seal of the Court

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

§ CIVIL ACTION – LAW AND EQUITY

§

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Plaintiff,

§ DOCKET NUMBER: 07-123-CD

§

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v.

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HAROLD E. MCLAUGHLIN,  
EDWARD F. MCLAUGHLIN,  
and  
PATRICA A. MCLAUGHLIN,

§

§

Defendants

§

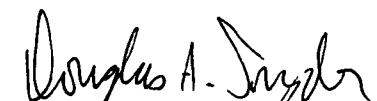
§

**CERTIFICATE OF SERVICE**

I, Douglas A. Snyder, Esquire, do hereby certify that on this 13<sup>th</sup> day of June, 2007, I served a true and correct copy of the Certificate Prerequisite Pursuant to Service of Subpoena Pursuant to Rule 4009.22, via first class mail, addressed to the following:

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Capozzi & Associates, P.C.



Douglas A. Snyder, Esquire  
Attorney I.D. No. 204384  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION - LAW AND EQUITY

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COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Christ the King Manor, Inc. \*

Plaintiff(s)

Vs. \*

No. 2007-00123-CD

Harold E. McLaughlin, Individually \*

Edward F. McLaughlin and Patricia A.

McLaughlin, Individually and as Power of  
Attorney, Attorney in Fact for Harold E.

McLaughlin

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: John Hancock Life Insurance Company

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

Value of death benefit, if any, & Contact information to liquidate account of  
Harold E. McLaughlin, deceased. Plaintiff is court-appointed Receiver.  
SS# 177-10-8335

2933 N. Front Street (Address)  
Harrisburg, PA 17110

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Andrew R. Eisemann, Esquire

ADDRESS: 2933 N. Front Street

Harrisburg, PA 17110

TELEPHONE: (717) 233-4101

SUPREME COURT ID # 87441

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division



Deputy

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2010

Clearfield Co., Clearfield, PA

DATE: Thursday, June 07, 2007

Seal of the Court

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

v.

HAROLD E. MCLAUGHLIN,  
EDWARD F. MCLAUGHLIN,  
and  
PATRICA A. MCLAUGHLIN,

Defendants

§ CIVIL ACTION – LAW AND EQUITY

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**CERTIFICATE OF SERVICE**

I, Douglas A. Snyder, Esquire, do hereby certify that on this 13<sup>th</sup> day of June, 2007, I served a true and correct copy of the Certificate Prerequisite Pursuant to Service of Subpoena Pursuant to Rule 4009.22, via first class mail, addressed to the following:

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Capozzi & Associates, P.C.

Douglas A. Snyder

Douglas A. Snyder, Esquire  
Attorney I.D. No. 204384  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION - LAW AND EQUITY

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COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Christ the King Manor, Inc.  
Plaintiff(s)

Vs.

Harold E. McLaughlin, Individually  
Edward F. McLaughlin and Patricia A.  
McLaughlin, Individually and as Power of  
Attorney, Attorney in Fact for Harold E.  
McLaughlin  
Defendant(s)

\*

\*

No. 2007-00123-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: North Coast Energy (Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things: *Re: Harold E. McLaughlin, SS# 177-10-8305, deceased*  
*Location of wells; Production history last 5 years; Is this a working or royalty interest?;*  
*Surface rights only?; How many acres does decedent own rights to?; Total value of royalties*  
*paid Jan 06 - May 07?*

2933 North Front Street, Harrisburg, PA 17110 (Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

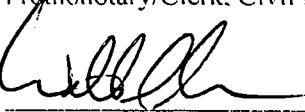
NAME: Andrew R. Eisemann  
ADDRESS: 2933 North Front Street  
Harrisburg, PA 17110  
TELEPHONE: 717-233-4101  
SUPREME COURT ID # 87441  
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

DATE: Thursday, June 07, 2007  
Seal of the Court

Deputy

  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

§ CIVIL ACTION – LAW AND EQUITY

§

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Plaintiff,

§ DOCKET NUMBER: 07-123-CD

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v.  
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§  
§  
HAROLD E. MCLAUGHLIN,  
EDWARD F. MCLAUGHLIN,  
and  
PATRICA A. MCLAUGHLIN,

Defendants

§

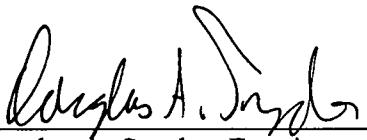
§

**CERTIFICATE OF SERVICE**

I, Douglas A. Snyder, Esquire, do hereby certify that on this 13<sup>th</sup> day of June, 2007, I served a true and correct copy of the Certificate Prerequisite Pursuant to Service of Subpoena Pursuant to Rule 4009.22, via first class mail, addressed to the following:

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Capozzi & Associates, P.C.

  
\_\_\_\_\_  
Douglas A. Snyder, Esquire  
Attorney I.D. No. 204384  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION – LAW AND EQUITY

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**CERTIFICATE PREREQUISITE PURSUANT TO SERVICE OF A SUBPOENA  
PURSUANT TO RULE 4009.22**

As a prerequisite to service of a subpoena for documents and things pursuant to rule 4009.22, Plaintiff certifies that:

1. Defendants' counsel has been contacted and has waived the twenty (20) day notice period required by Rule 4009.21,
2. Defendants' counsel has waived any objections to the subpoena.

Respectfully Submitted,

Douglas A. Snyder

Douglas A. Snyder, Esquire

Attorney I.D. No. 204384

2933 North Front St.

Harrisburg, PA 17110

(717) 233-4101

FILED ICC AAY  
M/11:57 cm  
JUN 18 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Christ the King Manor, Inc.

\*

Plaintiff(s)

Vs.

\*

No. 2007-00123-CID

Harold E. McLaughlin, Individually,

\*

Edward E. McLaughlin and Patricia A.

McLaughlin, Individually and as Power of

Attorney, Attorney in Fact, Responsible Party for  
Harold E. McLaughlin

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: The Bank of New York Company, Inc. ATIN: Vodafone  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

A letter stating that Patricia McLaughlin (SS# 197-28-7769) was the 100% owner of her  
Vodafone stock that she now owns as joint tenants with her father Harold McLaughlin  
(ss# 177-10-8305) including date Patricia acquired and the date of transfer to joint tenancy.  
(Address)

2933 North Front Street, Harrisburg, PA 17110

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Andrew R. Eisemann, Esquire

ADDRESS: 2933 North Front Street  
Harrisburg, PA 17110

TELEPHONE: 717-233-4101

SUPREME COURT ID # 87441

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division



Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

DATE: Wednesday, June 13, 2007

Seal of the Court

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

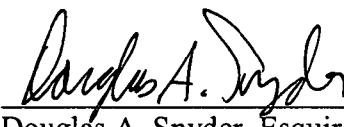
CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS, PA 15801	§ CIVIL ACTION – LAW AND EQUITY
Plaintiff,	§
	§
	§
v.	§
	§
	§
HAROLD E. MCLAUGHLIN, EDWARD F. MCLAUGHLIN, and PATRICA A. MCLAUGHLIN,	§
	§
	§
	§
Defendants	§

**CERTIFICATE OF SERVICE**

I, Douglas A. Snyder, Esquire, do hereby certify that on this 16<sup>th</sup> day of June, 2007, I served a true and correct copy of the Certificate Prerequisite Pursuant to Service of Subpoena Pursuant to Rule 4009.22, via first class mail, addressed to the following:

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Capozzi & Associates, P.C.

  
Douglas A. Snyder, Esquire  
Attorney I.D. No. 204384  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Movant,

v.

HAROLD E. MCLAUGHLIN,  
EDWARD F. MCLAUGHLIN,  
and  
PATRICA A. MCLAUGHLIN,

Respondents

§ CIVIL ACTION – LAW  
§  
§  
§ DOCKET NUMBER: 07-123-CD  
§  
§

) ORPHANS' COURT DIVISION  
) No. 1707-0350  
)

Type of Case: Breach of Contract and  
Estate Administration

Type of Pleading: Motion to Consolidate

Filed on behalf of Plaintiff,  
Christ the King Manor, Inc.

Andrew R. Eisemann, Esquire  
CAPOZZI & ASSOCIATES, P.C.  
Attorney ID # 87441  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101  
Attorney for Plaintiff

Dated: June 29, 2007

FILED *2cc*  
*3/12/5/2007* *ATTY*  
*JUL 03 2007* *Eisemann*

William A. Shaw *Copy to*  
Prothonotary/Clerk of Courts  
*O.C.*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

## **MOTION FOR CONSOLIDATION OF ACTIONS**

**NOW COMES**, Plaintiff Christ the King Manor (“the Movant”), by and through its attorneys, Capozzi and Associates, P.C., pursuant to Pa.R.C.P. No. 213(a) and files this Motion to Consolidate the above-referenced actions in the Civil Division and Orphans’ Court Division, and in support thereof avers as follows:

1. On February 1, 2007, Judge Ammerman of this Court issued an Order removing Edward F. McLaughlin and Patricia A. McLaughlin (the "Respondents") as Powers of Attorney regarding the financial matters and transactions of Defendant Harold McLaughlin (the "Order"). A true and correct copy of the Order is attached hereto and incorporated herein as Exhibit "A."

2. The Order also directed Respondents to surrender assets sufficient to satisfy the outstanding balance and assets for the nursing care of Defendant Harold McLaughlin to the Court-appointed receiver, Kevin Salandra, CFO, Christ the King Manor.

3. The Order also appointed Kevin Salandra as the Power of Attorney for Harold McLaughlin regarding all financial matters.

4. Defendant Harold McLaughlin died on May 10, 2007 (the "Decedent").

5. On June 26, 2007, Movant filed its Petition for Citation to Compel Application for Letters of Administration as a principal creditor of the Decedent because the children of the Decedent have refused or failed to open an estate or attempt to satisfy the account of Decedent.

6. Pennsylvania Rule of Civil Procedure No. 213(a) provides that this Court "may order a joint hearing or trial of any matter in issue in the actions, may order the actions consolidated, and may make orders that avoid unnecessary cost or delay."

7. Both matters in the Civil Court Division and the Orphans' Court Division arise out of a dispute regarding a debt in the amount of approximately \$60,000 owed to Movant for the nursing care and medical services provided to the Decedent while he was a resident at Christ the King Manor.

8. To date, Respondents have failed and refused to satisfy this debt.

9. Respondent Patricia McLaughlin still resides in the house identified as an asset in Decedent's estate.

10. Pursuant to subpoenas granted by the Clearfield County Prothonotary, Movant has been requesting information from various third parties regarding the value of personal assets owned by Harold McLaughlin or Patricia McLaughlin, including North Coast Energy, Enervest Royalties, John Hancock Life Insurance Company, AT&T, and Vodafone.

11. Movant has already conducted an appraisal of Decedent's real property as the Court-appointed receiver to effect the liquidation of this asset.

12. Movant has received proofs of claim from various creditors and is prioritizing the liabilities of Decedent.

13. On June 28, 2007, counsel for Movant requested the concurrence of Respondents to this Motion from Attorney J. Kipp Lukehart, but no response has been received.

14. Movant requests this Court to consolidate the two above-captioned matters to allow Movant to continue as the Court-appointed receiver and administrator of the estate of Decedent, to insure the timely and accurate distribution of proceeds to creditors, and to avoid unnecessary costs or delay in the administration of this estate.

**WHEREFORE**, Movant, Christ the King Manor, respectfully requests that this Honorable Court issue a Rule ordering Respondents to show cause why the relief requested by Movant should not be granted.

Respectfully submitted,

**CAPOZZI & ASSOCIATES, P.C.**

Dated: 6/29/07

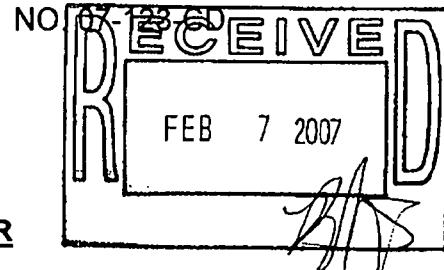
By:

  
Andrew R. Eisemann, Esquire  
Attorney ID # 87441  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101  
Attorney for Plaintiff

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

CHRIST THE KING MANOR, INC.,  
Plaintiff

vs.  
HAROLD E. McLAUGHLIN, Individually, and  
EDWARD F. McLAUGHLIN and  
PATRICIA A. McLAUGHLIN,  
Defendants



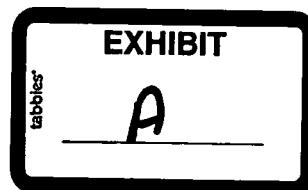
AMENDED ORDER

NOW, this 1<sup>st</sup> day of February, 2007, the Court's Order of January 30, 2007 is  
hereby amended to include the following:

ORDER

AND NOW, this 30<sup>th</sup> day of January, 2007, upon review of Plaintiff's petition for  
Preliminary Injunction and upon hearing attended by counsel for Plaintiff and the Chief  
Financial Officer of Plaintiff, THE FOLLOWING ORDER IS HEREBY GRANTED:

1. The Preliminary Injunction will remain in effect until trial on the merits of this case.
2. Defendants Edward F. McLaughlin and Patricia A. McLaughlin are hereby removed as general powers of attorney and attorneys in fact regarding the financial matters and transactions of Defendant Harold E. McLaughlin. Defendants Edward and Patricia McLaughlin will remain as limited powers of attorney regarding the health issues of Harold McLaughlin.
3. Defendants Edward and Patricia McLaughlin are hereby ordered to produce all documentation to Christ the King Manor necessary for the completion of the medical assistance application for Defendant Harold McLaughlin.
4. A stay is hereby placed on any transaction(s) involving the assets of Defendant Harold McLaughlin. Kevin Salandra, Chief Financial Officer for Plaintiff, is



hereby appointed to retain the assets of Defendant Harold McLaughlin in an amount sufficient to satisfy Harold McLaughlin's outstanding balance with Christ the King Manor.

5. Defendant Edward and Patricia McLaughlin are hereby ordered to surrender assets sufficient to satisfy the outstanding balance and assets sufficient to pay for Defendant Harold McLaughlin's ongoing care by Christ the King Manor to the court-appointed receiver, Kevin Salandra.

6. Defendant Edward and/or Patricia McLaughlin are hereby ordered to make Christ the King Manor the representative payee of the Defendant Harold McLaughlin's social security checks.

7. Kevin Salandra is hereby appointed the new financial power of attorney for Harold E. McLaughlin and is charged with and assumes all the duties, powers and responsibilities under the power of attorney document attached to the Plaintiff's Complaint as Exhibit "A", except for paragraph 11 relating to medical procedures. Defendants Edward and Patricia McLaughlin will remain charged with the responsibilities relating to paragraph 11 of Exhibit "A".

BY THE COURT,

/s/ Fredric J. Ammerman

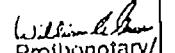
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FREDRIC J. AMMERMAN  
President Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

FEB 06 2007

Attest.

  
William L. Lewis  
Prothonotary/  
Clerk of Courts

## CERTIFICATE OF SERVICE

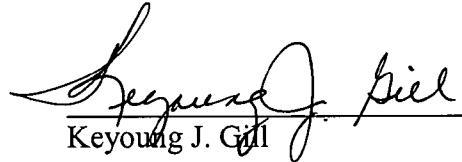
I, Keyoung Gill, do hereby certify that on this 29<sup>th</sup> day of June, 2007, I served a true and correct copy of the foregoing Motion to Consolidate via first class mail, addressed to the following:

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Edward F. McLaughlin  
605 14<sup>th</sup> Street  
Huntington, PA 16652

Patricia A. McLaughlin  
410 Rockland Avenue  
Punxsutawney, PA 15767

Capozzi & Associates, P.C.



Keyoung J. Gill  
Keyoung J. Gill  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

U  
FILED <sup>acc</sup>  
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JUL 10 2007  
1CC O.C.  
William A. Shaw  
Prothonotary/Clerk of Courts  
(GX)

CHRIST THE KING MANOR, INC. § CIVIL ACTION - LAW  
1100 WEST LONG AVENUE §  
DUBOIS, PA 15801 §  
Plaintiff, § DOCKET NUMBER: 07-123-CD  
§  
§  
v. §  
§

HAROLD E. MCLAUGHLIN, §  
EDWARD F. MCLAUGHLIN, §  
and §  
PATRICA A. MCLAUGHLIN, §  
§  
§  
Defendants §

IN RE: ) ORPHANS' COURT DIVISION  
ESTATE OF HAROLD E. ) No. 1707-0350  
MCLAUGHLIN, deceased )

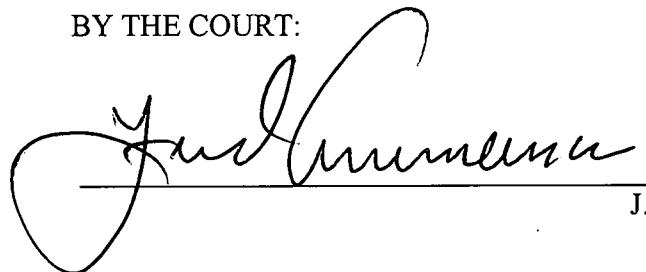
ORDER

AND NOW, this 10<sup>th</sup> day of July, 2007, upon consideration of the foregoing Motion, it is hereby ordered that:

1. A Rule is issued upon the Respondent to show cause why the moving party is not entitled to the relief requested;
2. The Respondent shall file an Answer to the Motion with \_\_\_\_\_ days of this date;
3. A Motion shall be decided under Pa.R.C.P. No. 206.7;
4. Depositions and all other discovery shall be completed within \_\_\_\_\_ days of this date;
5. An evidentiary hearing on disputed issues of material fact shall be held on August 10, 2007, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. 1; ⑤ 2:30 p.m.

6. Argument shall be held on \_\_\_\_\_, in  
Courtroom No. \_\_\_\_\_ of the Clearfield County Courthouse; and  
7. Notice of the entry of this Order shall be provided to all parties by the moving  
party.

BY THE COURT:



\_\_\_\_\_  
J.

Distribution:

Andrew R. Eisemann, Esquire  
Capozzi and Associates, P.C.  
2933 N. Front Street  
Harrisburg, PA 17110

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Edward F. McLaughlin  
605 14<sup>th</sup> Street  
Huntington, PA 16652

Patricia A. McLaughlin  
410 Rockland Avenue  
Punxsutawney, PA 15767

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC. § CIVIL ACTION – LAW  
1100 WEST LONG AVENUE §  
DUBOIS, PA 15801 §  
Movant, § DOCKET NUMBER: 07-123-CD  
§  
v. §  
§  
HAROLD E. MCLAUGHLIN, §  
EDWARD F. MCLAUGHLIN, §  
and §  
PATRICA A. MCLAUGHLIN, §  
§  
Respondents §

**PRAECIPE TO SETTLE AND DISCONTINUE**  
**AS TO DEFENDANT PATRICIA A. MCLAUGHLIN, ONLY**

**TO: THE PROTHONOTARY OF CLEARFIELD COUNTY, PENNSYLVANIA**

Kindly mark the above-referenced action as SETTLED and DISCONTINUED as to Defendant Patricia McLaughlin, only. The action against Defendants Harold McLaughlin and Edward McLaughlin remain active.

Respectfully submitted,

**CAPOZZI & ASSOCIATES, P.C.**

Date: July 12, 2007  
By: Andrew R. Eisemann, Esquire  
Attorney ID # 87441  
2933 North Front Street  
Harrisburg, PA 17110  
(717) 233-4101  
Attorney for Plaintiff

FILED 100 AMY  
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JUL 16 2007  
WM

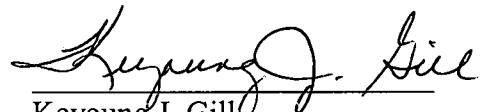
William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**

I, Keyoung Gill, do hereby certify that on this 12<sup>th</sup> day of July, 2007, I served a true and correct copy of the foregoing Praecipe to Settle and Discontinue via first class mail, addressed to the following:

J. Kipp Lukehart, Esquire  
Lukehart & Lundy  
219 E. Union Street  
Punxsutawney, PA 15767

Capozzi & Associates, P.C.

  
Keyoung J. Gill  
2933 North Front St.  
Harrisburg, PA 17110  
(717) 233-4101

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

**FILED**

OCT 22 2007

10-30 L

William A. Shaw  
Prothonotary/Clerk of Courts

I Went to APP

## NOTICE

TO: The Bank of New York Company, Inc.  
Account Maintenance Department  
P.O. Box 11023  
New York, NY 10286-1023

You are required to complete the following Certificate of Compliance when producing documents or things pursuant to the Subpoena.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.  
1100 WEST LONG AVENUE  
DUBOIS, PA 15801

Plaintiff,

§ CIVIL ACTION - LAW AND EQUITY

§

§

§ DOCKET NUMBER: 07-123-CD

§

v.

HAROLD E. MCLAUGHLIN,  
EDWARD F. MCLAUGHLIN,  
and  
PATRICA A. MCLAUGHLIN,

Defendants

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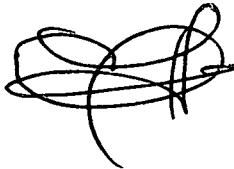
**CERTIFICATE OF COMPLIANCE  
WITH SUBPOENA TO PRODUCE DOCUMENTS OR THINGS  
PURSUANT TO RULE 4009.23**

I certify to the best of my knowledge, information and belief that all documents or things required to be produced pursuant to the subpoena issued on June 13, 2007, have been produced.

Jennifer Walt  
Signature  
Jennifer Walt  
Print Name

Dated: 10/15/07

SWORN TO BEFORE ME  
THIS 15<sup>TH</sup> DAY OF OCTOBER, 2007

  
MARTHA A. MARIMON  
Notary Public, State of New York  
No. 01MA6170158  
Qualified in Nassau County  
Commission Expires July 2, 2011