

07-1909-CD
D. Lawrence vs Bobbie Stagi et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DAVID LAWRENCE, as Administrator of the
ESTATE OF JAMES E. MAURER,
DECEASED, and SARA JANE MAURER,
individually,

Plaintiffs,

vs.

BOBBIE STAGI and PATRICK STAGI,

Defendants.

CIVIL DIVISION

No.: 07-1909-CD

Code: 001 CIVIL ACTION
Motor Vehicle

**COMPLAINT
IN CIVIL ACTION**

Filed on Behalf of:

Estate of James Maurer and
Sara Jane Maurer, Plaintiffs

Counsel of Record for these
Parties:

Michael W. Zimecki, Esquire
PA I.D. #74606
BERGER AND GREEN, P.C.
Firm #777
5850 Ellsworth Avenue
Suite 200
Pittsburgh, PA 15232
(412) 661-1400
(412) 661-9423 (FAX)

JURY TRIAL DEMANDED

FILED \$85.00 AM
11:30am 2007
NOV 21 2007
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DAVID LAWRENCE, as Administrator of the	:	CIVIL DIVISION
ESTATE OF JAMES E. MAURER,	:	
DECEASED, and SARA JANE MAURER,	:	No.:
individually,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	
BOBBIE STAGI and PATRICK STAGI,	:	
	:	
Defendants.	:	

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 this 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 against 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 plaintiff. You may lose money or property or other rights important to you.

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DAVID LAWRENCE, as Administrator of the	:	CIVIL DIVISION
ESTATE OF JAMES E. MAURER,	:	
DECEASED, and SARA JANE MAURER,	:	No.:
individually,	:	
Plaintiffs,		:
vs.		:
BOBBIE STAGI and PATRICK STAGI,	:	
Defendants		:

COMPLAINT IN CIVIL ACTION

The Plaintiffs, David Lawrence, Administrator of the Estate of James E. Maurer, deceased, and Sara Maurer, individually, by and through their attorneys Berger and Green, P.C., and Michael W. Zimecki, Esquire, file this Complaint in Civil Action and state in support the following:

1. The Plaintiff, David Lawrence, is Administrator of the Estate of James E. Maurer, deceased, letters of administration having been granted to him by the Register of Wills of Clearfield County, at Register No. 1706-0424, and is an adult individual residing at P.O. Box 8, Allport, Clearfield County, Pennsylvania 16821.
2. At all times material hereto, plaintiff, David Lawrence, was the step-son of decedent, James E. Maurer.
3. The Plaintiff, Sara Jane Maurer, is an adult individual residing at 1099 Troy Hawk Run Highway, Phillipsburg, Clearfield County, Pennsylvania 16866 and at all times relevant hereto was the wife of decedent, James E. Maurer.

4. James E. Maurer died intestate on March 19, 2006, as a result of injuries sustained in the hereinafter-described collision.

5. At the time of his death, plaintiff's decedent, James E. Maurer, left surviving him the following individuals on whose behalf this claim is, in part, filed and who have been notified of this lawsuit:

<u>Name</u>	<u>Relationship</u>
Sara Jane Maurer	wife
Ronald Maurer	son
Joan Waring	daughter

6. The Defendant, Bobbie Stagi, is an adult individual with a last known address of 29 Kimberly Lane, Morrisdale, Clearfield County, Pennsylvania 16858-8460; and at all times material hereto was the operator of a 2000 Isuzu Rodeo sport utility vehicle.

7. The Defendant, Patrick Stagi, is an adult individual with a last known address of 29 Kimberly Lane, Morrisdale, Clearfield County, Pennsylvania 16858-8460, and at all times material hereto was the owner of the 2000 Isuzu Rodeo sport utility vehicle (hereinafter, "the Stagi vehicle") operated by the Defendant, Bobbie Stagi.

8. At all times material hereto, the Defendant, Bobbie Stagi, was the employee, agent, or servant of the Defendant, Patrick Stagi, and was acting within the scope of her employment and/or agency and/or upon the authority of the Defendant, Patrick Stagi.

9. The events complained of occurred on December 1, 2005 at approximately 9:04 a.m. in Morris Township, Clearfield County, Pennsylvania.

10. At that time and place, the Defendant, Bobbie Stagi was operating a 2000 Isuzu Rodeo sport utility vehicle in the southbound lane of Troy-Hawk Run Highway (State Route 53).

11. At that time and place, plaintiff's decedent, James E. Maurer was retrieving his mail from a mailbox located off the south berm of Troy-Hawk Run Highway and opposite his residence at 1099 Troy-Hawk Run Highway, Phillipsburg, Clearfield County, Pennsylvania 16866.

12. Suddenly and without warning, the plaintiff's decedent, James E. Maurer, was struck by the Stagi vehicle as he stood beside his mailbox.

13. The aforesaid collision between Plaintiff's decedent, the pedestrian James E. Maurer, and the Stagi vehicle was directly and proximately caused by the negligence and carelessness of the Defendant, Bobbie Stagi, in the following particulars:

- a. The Defendant, Bobbie Stagi, was inattentive and failed to maintain a sharp observation of Plaintiff's decedent, James E. Maurer;
- b. The Defendant, Bobbie Stagi, failed to maintain a proper lookout;
- c. The Defendant, Bobbie Stagi, failed to watch or look where her motor vehicle was being operated;
- d. The Defendant, Bobbie Stagi, operated the motor vehicle in an erratic manner and without regard for Plaintiff's decedent, James E. Maurer;
- e. The Defendant, Bobbie Stagi, failed to use the degree of care, skill and caution required under the circumstances;
- f. The Defendant, Bobbie Stagi, operated the motor vehicle at an excessive, dangerous and reckless rate of speed under the circumstances;
- g. The Defendant, Bobbie Stagi, failed to keep the motor vehicle under control, or to bring it under control when the Defendant knew or in the exercise of due care should have known that failure to do so would likely result in injuries and damages to James E. Maurer;

- h. The Defendant, Bobbie Stagi, operated the motor vehicle at a speed greater than was reasonable and prudent under the conditions then and there existing, having no regard for the actual and potential hazards existing;
- i. The Defendant, Bobbie Stagi, operated the motor vehicle with careless disregard for the safety of persons or properties in violation of 75 Pa. C.S. §3714; and
- j. The Defendant, Bobbie Stagi, failed to operate the brakes in such a manner so that the motor vehicle could be stopped before striking Plaintiff's decedent, the pedestrian, James E. Maurer; and
- k. The Defendant, Bobbie Stagi, failed to operate her vehicle as nearly as practicable entirely within a single lane in violation of 75 Pa.C.S. §3309.

14. The aforesaid collision between Plaintiff's decedent, the pedestrian James E. Maurer, and the Stagi vehicle was directly and proximately caused by the negligence and carelessness of the Defendant, Patrick Stagi, in the following particulars:

- a. The Defendant, Patrick Stagi, negligently entrusted and permitted the Defendant, Bobbi Stagi, to operate the Stagi vehicle when he knew or in the exercise of due care should have known that she was unable to operate the vehicle in a safe manner at the time of the aforesaid collision;
- b. The Defendant, Patrick Stagi, allowed and/or required the Defendant, Bobbi Stagi, to operate the Stagi vehicle when he knew or reasonably should have known that she was an unsafe, unfit, and/or careless driver;
- c. The Defendant, Patrick Stagi, negligently entrusted the Defendant, Bobbi Stagi, to operate the Stagi vehicle, when he knew or in the exercise of due care should have known that the vehicle was in a defective condition and was unable to be operated in a safe manner;
- d. The Defendant, Patrick Stagi, failed to properly and adequately inspect and maintain the Stagi vehicle in a safe operating condition; and
- e. As the employee, principal and master of the Defendant, Bobbie Stagi, the Defendant, Patrick Stagi, is vicariously liable for the negligence and carelessness of Bobbi Stagi, as heretofore described.

15. As a direct and proximate result of being struck by the Stagi vehicle, Plaintiff's decedent, James E. Maurer, suffered injuries to his head, body, person, and nerves and/or nervous system, resulting in his death.

COUNT I

ESTATE OF JAMES E. MAURER, DECEASED VS. BOBBIE STAGI AND PATRICK STAGI

Survival Action

16. Paragraphs 1 through 15 are incorporated by reference and made a part hereof as if fully set forth herein.

17. Plaintiff brings this survival action under 20 Pa.C.S. §3373 and 42 Pa.C.S. §8302.

18. As a direct and proximate result of the aforesaid acts of negligence of the defendants, Plaintiff's decedent suffered and defendants are liable to plaintiff for the following damages:

- a. decedent's pain and suffering between the time of his injury and the time of his death;
- b. decedent's total future loss of earnings and earning power;
- c. decedent's loss of retirement and Social Security income;
- d. decedent's other financial losses suffered as a result of his death; and
- e. decedent's loss of enjoyment of life.

WHEREFORE, the Estate of James E. Maurer, deceased, demands judgment against the defendants, Bobbi Stagi and Patrick Stagi, jointly and severally, for a sum in excess of the arbitration limits of this Court, plus interest and costs.

COUNT II

**ESTATE OF JAMES E. MAURER, DECEASED,
VS.
BOBBIE STAGI AND PATRICK STAGI**

Wrongful Death Action

19. Paragraphs 1 through 18 are incorporated by reference and made a part hereof as if fully set forth herein.

20. Plaintiff brings this action pursuant to the Pennsylvania Wrongful Death Act, 42 Pa.C.S. §8301 and Pa.R.Civ.P. 2202(a).

21. The decedent, James E. Maurer, was survived by his children and intestate heirs, identified in Paragraph 5 above, who alone are entitled to recover damages for his death.

22. The decedent did not bring an action for personal injuries during his lifetime, and no other action for the death of the decedent has been commenced against the defendant.

23. As a direct and proximate result of the aforesaid acts of negligence of the defendants, Bobbie Stagi and Patrick Stagi, Plaintiff's decedent suffered and defendants are liable to plaintiff for the following damages:

- a. Funeral expenses for the decedent;
- b. Expenses of administration related to decedent's injuries;
- c. The heirs' deprivation and injury as a result of the loss of the support, consortium, comfort, counsel, and association, care and services of the decedent;
- d. Such other damages as are permissible in a wrongful death action.

WHEREFORE, the Estate of James E. Maurer, deceased, demands judgment against the defendants, Bobbie Stagi and Patrick Stagi, jointly and severally, for a sum in excess of the arbitration limits of this Court, plus interest and costs.

Count III

SARA JANE MAURER VS. BOBBIE STAGI AND PATRICK STAGI

Negligent Infliction of Emotion Distress

24. Paragraphs 1 through 23 are incorporated by reference and made a part hereof as if fully set forth herein.

25. At the time of the aforesaid accident, plaintiff, Sara Jane Maurer, was the wife of the decedent, James E. Maurer.

26. At the time of the aforesaid accident, plaintiff, Sara Jane Maurer, was in her home, located at 1099 Troy Hawk Run Highway, when the decedent left to obtain the couple's mail.

27. Momentarily, plaintiff, Sara Jane Maurer heard the violent collision between the Stagi vehicle and her husband, the pedestrian, James E. Maurer, and immediately thereafter rushed to the window of her home where she observed her husband, the pedestrian, James E. Maurer, sprawled on the highway, with blood flowing from his head.

28. As a direct and proximate result of the defendants' aforesaid negligence and plaintiff, Sara Jane Maurer's sensory and contemporaneous observation of both the accident and the injury to her husband, the decedent, James E. Maurer, plaintiff Sara Jane

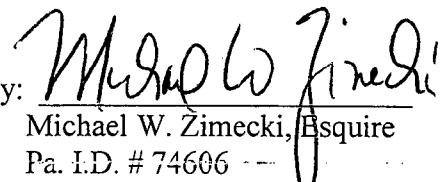
Maurer experienced severe emotional impact and suffered significant mental pain and suffering and emotional distress and various physical injuries therefrom.

WHEREFORE, the plaintiff, Sara Jane Maurer, individually, demands judgment against the defendants, Bobbie Stagi and Patrick Stagi, jointly and severally, for a sum in excess of the arbitration limits of this Court, plus interest and costs.

JURY TRIAL DEMANDED

Respectfully submitted,

BERGER AND GREEN, P.C.

By: 
Michael W. Zimecki, Esquire
Pa. I.D. # 74606
5850 Ellsworth Avenue
Suite 200
Pittsburgh, PA 15232
(412) 661-1400
Attorney for the Plaintiffs

VERIFICATION

I verify that the statements made in the COMPLAINT IN CIVIL ACTION are true and correct; that the attached COMPLAINT IN CIVIL ACTION is based upon information which I have furnished to my counsel and information which has been gathered by my counsel in the preparation of the lawsuit. The language of the COMPLAINT IN CIVIL ACTION is that of counsel and not the plaintiff. I have read the COMPLAINT IN CIVIL ACTION and to the extent that the COMPLAINT IN CIVIL ACTION is based upon information which I have given to my counsel, it is true and correct to the best of my knowledge, information and belief. To the extent that the content of the COMPLAINT IN CIVIL ACTION is that of counsel, I have relied upon counsel in making this Verification. I understand that false statements herein made are subject to the penalties of 18 Pa. CONS. STAT §4904 relating to unsworn falsification to authorities.

DATED: 10-29-07


David Lawrence
David Lawrence

VERIFICATION

I verify that the statements made in the COMPLAINT IN CIVIL ACTION are true and correct; that the attached COMPLAINT IN CIVIL ACTION is based upon information which I have furnished to my counsel and information which has been gathered by my counsel in the preparation of the lawsuit. The language of the COMPLAINT IN CIVIL ACTION is that of counsel and not the plaintiff. I have read the COMPLAINT IN CIVIL ACTION and to the extent that the COMPLAINT IN CIVIL ACTION is based upon information which I have given to my counsel, it is true and correct to the best of my knowledge, information and belief. To the extent that the content of the COMPLAINT IN CIVIL ACTION is that of counsel, I have relied upon counsel in making this Verification. I understand that false statements herein made are subject to the penalties of 18 Pa. CONS. STAT §4904 relating to unsworn falsification to authorities.

DATED: 10/29/07

Sara Jane Maurer
Sara Jane Maurer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of the
ESTATE OF JAMES E. MAURER,
DECEASED, and SARA JANE MAURER,
individually

Plaintiffs,

v.

BOBBI STAGI and PATRICK STAGI,

Defendants

CIVIL DIVISION

No. 07-1909-CD

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on behalf of defendants
Bobbi Stagi and Patrick Stagi

Counsel of record for these Parties:

Keith R. Mason, Esquire
PA Id. 41118

LAW OFFICES OF KEITH R. MASON
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

(412) 288-6200

A JURY TRIAL IS DEMANDED

FILED NO CC
M10:35761
DEC 13 2007
LS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of the
ESTATE OF JAMES E. MAURER,
DECEASED, and SARA JANE MAURER,
individually

CIVIL DIVISION

No. 07-1909-CD

Plaintiffs,

v.

BOBBI STAGI and PATRICK STAGI,

Defendants.

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance for defendants, Bobbi Stagi and Patrick Stagi, in the above-captioned case.

JURY TRIAL DEMANDED

LAW OFFICES OF KEITH R. MASON
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222
(412) 288-6200



KEITH R. MASON, ESQUIRE
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2007, a true and correct copy of the within Praecipe for Entry of Appearance was served by United States mail, postage prepaid, to and upon the following:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue
Suite 200
Pittsburgh, PA 15232



Keith R. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator
of the ESTATE OF JAMES E. MAURER,
deceased, and SARA JANE MAURER,
individually,

Plaintiffs,

-vs-

BOBBIE STAGI and PATRICK STAGI,

Defendants.

CIVIL DIVISION

No. 07-1909 CD

ANSWER AND NEW MATTER

Jury Trial Demanded

Filed on behalf of Defendants
Bobbie Stagi and Patrick Stagi

Counsel of Record for this
Party:

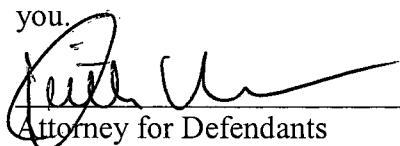
Keith R. Mason, Esquire
Pa.I.D. #41118

Law Offices of Keith R. Mason
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

(412) 288-6200

To: Plaintiffs

You are hereby notified to file a written
response to the enclosed Answer and New
Matter within twenty (20) days from service
hereof or a judgment may be entered against
you.



Attorney for Defendants

FILED
M 12/4/08
JAN 04 2008
NOCC
GK

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator	:	CIVIL DIVISION
of the ESTATE OF JAMES E. MAURER,	:	
deceased, and SARA JANE MAURER,	:	
individually,	:	
Plaintiffs,	:	No. 07-1909 CD
-VS-	:	
BOBBIE STAGI and PATRICK STAGI,	:	
Defendants.	:	

ANSWER AND NEW MATTER

AND NOW, come defendants, BOBBIE STAGI and PATRICK STAGI, by their attorney, Keith R. Mason, and answers plaintiffs' Complaint in Civil Action as follows:

1. As to the averments of paragraph 1 of plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

2. As to the averments of paragraph 2 of plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

3. As to the averments of paragraph 3 of plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

4. As to the averments of paragraph 4 of plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

5. As to the averments of paragraph 5 of plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

6. The averments of paragraph 6 of plaintiffs' complaint are admitted in part and denied in part. Defendant, Bobbi Stagi's current address is P.O. Box 34, Hawk Run, Pennsylvania 16840. As to the remaining averments, they are admitted.

7. The averments of paragraph 7 of plaintiffs' complaint are admitted in part and denied in part. Defendant, Patrick Stagi, at all times material hereto, was not the owner of the 2000 Isuzu Rodeo sport utility vehicle operated by defendant Bobbie Stagi. As to the remaining averments, they are admitted.

8. As to the averments of paragraph 8 of the plaintiffs' complaint, they are denied in accordance with Pa. R.C.P. 1029(e). All allegations of employment, agency or servant status are specifically denied.

9. As to the averments of paragraph 9 of the plaintiffs' complaint, it is admitted that an accident occurred on December 1, 2005. The averments as to the manner in which the accident occurred and the events complained of in plaintiffs' complaint are denied in accordance with Pa.R.C.P. 1029(e).

10. The averments of paragraph 10 of the plaintiffs' complaint are denied as stated. Defendant was traveling northbound on State Route 53.

11. As to the averments of paragraph 11 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

12. As to the averments of paragraph 12 of the plaintiffs' complaint, they are denied in accordance with Pa. R.C.P. 1029(e). It is expressly and specifically denied that plaintiff was struck as he stood by his mailbox.

13. As to the averments of paragraph 13 and subparagraphs (a) through (k) of the plaintiffs' complaint, they are denied in accordance with Pa. R.C.P. 1029(e).

14. As to the averments of paragraph 14 and subparagraphs (a) through (e) of the plaintiffs' complaint, they are denied in accordance with Pa. R.C.P. 1029(e).

15. As to the averments of paragraph 15 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

COUNT I
ESTATE OF JAMES E. MAURER, DECEASED
vs.
BOBBIE STAGI AND PATRICK STAGI

Survival Action

16. As to the averments of paragraph 16 of the plaintiffs' complaint, defendants incorporate by reference paragraphs 1 through 15 inclusive of this answer as though the same were set forth herein at length and verbatim.

17. As to the averments of paragraph 17 of the plaintiffs' complaint, they are conclusions of law to which no response is required. If a response is required, said averments are denied according to Pa.R.C.P. 1029(e).

18. As to the averments of paragraph 18 of the plaintiffs' complaint, they are denied in accordance with Pa. R.C.P. 1029(e).

WHEREFORE, defendants, BOBBIE STAGI and PATRICK STAGI, deny any and all liability.

COUNT II
ESTATE OF JAMES E. MAURER, DECEASED,
vs.
BOBBIE STAGI AND PATRICK STAGI

Wrongful Death Action

19. As to the averments of paragraph 19 of the plaintiffs' complaint, these defendants incorporate by reference paragraphs 1 through 18 inclusive of this answer as though the same were set forth herein at length and verbatim.

20. As to the averments of paragraph 20 of the plaintiffs' complaint, they are conclusions of law to which no response is required. If a response is required, said averments are denied according to Pa.R.C.P. 1029(e).

21. As to the averments of paragraph 21 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

22. As to the averments of paragraph 22 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

23. As to the averments of paragraph 23 and subparagraphs (a) through (d) of the plaintiffs' complaint, they are denied in accordance with Pa. R.C.P. 1029(e).

WHEREFORE, defendants, BOBBIE STAGI and PATRICK STAGI, deny any and all liability.

COUNT III
SARA JANE MAURER vs. BOBIE STAGI AND PATRIC STAGI

Negligent Infliction of Emotional Distress

24. As to the averments of paragraph 24 of the plaintiffs' complaint, these defendants incorporate by reference paragraphs 1 through 23 inclusive of this answer as though the same were set forth herein at length and verbatim.

25. As to the averments of paragraph 25 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

26. As to the averments of paragraph 26 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

27. As to the averments of paragraph 27 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

28. As to the averments of paragraph 28 of the plaintiffs' complaint, these defendants aver that after reasonable investigation they are without knowledge or information sufficient to form a belief as to the truth of the same, and therefore, said allegations are deemed denied and proof thereof is demanded at trial.

WHEREFORE, defendant, BOBBIE STAGI and PATRICK STAGI, deny any and all liability.

NEW MATTER

29. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

30. Defendants plead as a total and/or partial defense to this action the doctrines of contributory negligence, comparative negligence, and assumption of the risk by plaintiff.

31. On information and belief, the occurrence set forth in the Complaint was unavoidable under the facts and circumstances then and there existing and plaintiffs are therefore barred from recovery.

32. The conduct of these defendants was not the legal and proximate cause of the occurrence giving rise to the instant lawsuit and plaintiffs are therefore barred from recovery.

33. On information and belief, the conduct of these defendants, even if proven negligent, which negligence is denied, was the remote cause of the occurrence giving rise to the instant lawsuit and plaintiffs are therefore barred from recovery.

34. On information and belief, plaintiff's alleged medical bills and/or wage loss are paid or payable under the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, and plaintiff is therefore precluded under 75 Pa.C.S. § 1722 from pleading, proving and recovering these items of alleged damages in this action.

35. On information and belief, some or all of plaintiff's claims are barred by the applicable provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, as amended. Specifically, should it be determined at the time of trial that plaintiff has not suffered a "serious injury" as that term is defined in 75 Pa.C.S. §1702, plaintiff may be barred from recovering non-economic damages pursuant to 75 Pa.C.S. §1705(d).

WHEREFORE, defendants, BOBBI STAGI and PATRICK STAGI, respectfully requests that plaintiffs' complaint be dismissed with prejudice, that judgment be entered in favor of defendants and against plaintiffs, that defendants be awarded costs of suit and such other and further relief as the court deems just and proper.

JURY TRIAL DEMANDED

LAW OFFICES OF KEITH R. MASON
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

By: 

KEITH R. MASON, ESQUIRE
Attorney for Defendants
BOBBI STAGI and PATRICK STAGI

VERIFICATION

I, **BOBBI STAGI**, have read the foregoing **Answer and New Matter**, and hereby aver that the statements contained therein are true and correct to the best of my knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

DATE: 21 Dec. 07

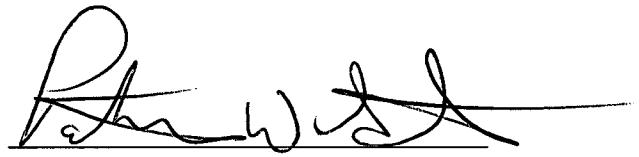
Bobbi Stagi

VERIFICATION

I, **PATRICK STAGI**, have read the foregoing **Answer and New Matter**, and hereby aver that the statements contained therein are true and correct to the best of my knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

DATE: 12/20/07

A handwritten signature in black ink, appearing to read "Patrick Stagi", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'P' at the beginning.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Answer and New Matter** was served on January 2, 2008, by U.S. mail, first class postage prepaid, addressed as follows:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232



KEITH R. MASON, ESQUIRE
Attorney for Defendants
BOBBIE STAGI and PATRICK
STAGI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, : REPLY TO
Plaintiffs, : NEW MATTER
BOBBIE STAGI and PATRICK STAGI, : Filed on Behalf of:
Defendants. : Plaintiffs
: Counsel of Record for these
: Parties:
: Michael W. Zimecki, Esquire
: PA. I.D. #74606
: BERGER AND GREEN, P.C.
: Firm #777
: 5850 Ellsworth Avenue
: Suite 200
: Pittsburgh, PA 15232
: (412) 661-1400
: JURY TRIAL DEMANDED

FILED NO
3/10/4/08 CC
JAN 28 2008
GP
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of	:	CIVIL DIVISION
the ESTATE OF JAMES E. MAURER,	:	
deceased, and SARA JANE MAURER,	:	No.: 07-1909 CD
individually,	:	
	:	
vs. Plaintiffs,	:	
	:	
BOBBIE STAGI and PATRICK STAGI,	:	
	:	
Defendants.	:	

REPLY TO NEW MATTER

AND NOW, come the Plaintiffs, David Lawrence, as Administrator of the Estate of James E. Maurer, deceased, and Sara Jane Maurer, individually, by and through their attorneys Berger and Green, P.C. and Michael W. Zimecki, Esquire, file this Reply to the New Matter of Defendants, Bobbi Stagi and Patrick Stagi, as follows:

1. The allegations of Paragraph 29 of the Defendants' New Matter constitute conclusions of law to which no responsive pleading is required, and are, therefore denied. To the extent, if any, it is subsequently deemed that a response is necessary, it is specifically denied that Plaintiffs' have failed to state a cause of action upon which relief may be granted. To the contrary, Plaintiffs' Complaint sets forth valid and cognizable claims upon which relief may be granted by a jury and this Honorable Court. By way of further response, Plaintiffs' incorporate the averments of their Complaint by reference herein as if the same were fully set forth at length.

2. The allegations of Paragraph 30 of the Defendants' New Matter constitute conclusions of law to which no responsive pleading is required and, are, therefore denied. To the extent, if any, it may be subsequently deemed that a response is necessary, it is specifically denied that the occurrence set forth in the Complaint was unavoidable under the facts and circumstances then and there existing and that plaintiffs therefore are barred from recovery. To the contrary, the occurrence was caused by the negligence, carelessness and recklessness of the Defendants, and could have been avoided through the exercise of ordinary care and due diligence. Strict proof of the Defendants' allegations are thus demanded at time of trial.

3. The allegations of Paragraph 31 of the Defendant's New Matter constitute conclusions of law to which no responsive pleading is required, and are, therefore, denied. To the extent, if any, it may be subsequently deemed that a response is necessary, the Defendant has stated no facts in support of the alleged defense that Defendant's acts or omissions were not a substantial cause of, and did not result in, the injuries or losses alleged by Plaintiffs, and said defense is thereby waived. Moreover, contrary to Defendants' allegations, the occurrence was caused by the negligence, carelessness and recklessness of the Defendants, and could have been avoided through the exercise of ordinary care and due diligence. Accordingly, the allegations of Paragraph 31 of Defendant's New Matter are denied, and strict proof of every such allegations is demanded at time of trial.

4. The allegations of Paragraph 32 of the Defendant's New Matter constitute conclusions of law to which no responsive pleading is required, and are, therefore, denied. To the extent, if any, it may be subsequently deemed that a response is necessary, the Defendant has stated no facts in support of the alleged defense that the conduct of the defendants was not the legal cause of occurrence giving rise to the instant lawsuit, and said defense is thereby waived. Moreover, contrary to Defendants' allegations, the occurrence was caused by the negligence, carelessness and recklessness of the Defendants, and could have been avoided through the exercise of ordinary care and due diligence. Accordingly, the allegations of Paragraph 32 of the Defendants' New Matter are denied, and strict proof of Defendant's allegations is demanded at time of trial.

5. The allegations of Paragraph 33 of the Defendant's New Matter constitute conclusions of law to which no responsive pleading is required, and are, therefore, denied. To the extent, if any, it may be subsequently deemed that a response is necessary, the Defendant has stated no facts in support of the alleged defense that the defendants' conduct was a remote cause of the occurrence giving rise to this lawsuit, and said defense is therefore waived. By way of further response, it is specifically denied that Defendants' conduct was a remote cause of this motor vehicle accident. To the contrary, Defendants' negligence, recklessness and carelessness in bringing about this accident was the factual cause of Plaintiffs' injuries and damages. Strict proof of Defendants' allegations is thus demanded at time of trial.

6. The allegations of Paragraph 34 of the Defendant's New Matter constitute conclusions of law to which no responsive pleading is required and are, therefore, denied. To the extent, if any, it is subsequently deemed that a response is necessary, Plaintiffs aver that their medical bills exceeded available first-party coverage, and that plaintiffs' are not barred from pleading and proving medical bills in excess of any first-party payments in accordance with the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa.C.S.A. §1701 *et seq.*

7. The allegations of Paragraph 35 of the Defendant's New Matter constitute conclusions of law to which no responsive pleading is required and are, therefore, denied. To the extent, if any, it may be subsequently deemed that a response is necessary, it is specifically denied that plaintiffs' claims are barred by provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa.C.S. § 1701 *et seq.*, because plaintiffs have limited tort coverage and did not sustain "serious injury." By way of further response, Plaintiffs' tort election is irrelevant to this lawsuit. Provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law restricting recovery of individuals who have limited tort coverage do not apply to pedestrians, such as plaintiffs' decedent. *L.S. ex rel A.S. v. Esbach*, 583 Pa. 47, 874 A.2d 1250 (2005).

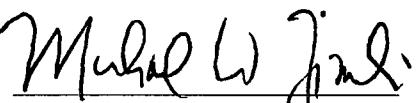
WHEREFORE, the Plaintiffs, David Lawrence, as Administrator of the Estate of James E. Maurer, and Sara Jane Maurer, individually, request this Court to enter judgment for compensatory damages against the Defendants, Bobbi Stagi and Patrick

Stagi, in an amount in excess of the arbitration jurisdictional limits of this Court, plus interest and costs of suit.

JURY TRIAL DEMANDED

Respectfully submitted,

BERGER AND GREEN, P.C.

By: 

Michael W. Zimedk, Esquire
Attorney for the Plaintiffs
5850 Ellsworth Avenue
Suite 200
Pittsburgh, PA 15232
(412) 661-1400

VERIFICATION

I verify that the statements made in the foregoing REPLY TO NEW MATTER are true and correct; that the REPLY TO NEW MATTER is based upon information which I have furnished to my counsel and information which has been gathered by my counsel in the preparation of the lawsuit. The language of the REPLY TO NEW MATTER is that of counsel and not the plaintiff. I have read the REPLY TO NEW MATTER and to the extent that the REPLY TO NEW MATTER is based upon information which I have given to my counsel, it is true and correct to the best of my knowledge, information and belief. To the extent that the content of the RELY TO NEW MATTER is that of counsel, I have relied upon counsel in making this Verification. I understand that false statements herein made are subject to the penalties of 18 Pa. CONS. STAT §4904 relating to unsworn falsification to authorities.

DATED: 1/13/88

Sara Jane Maurer
Sara Jane Maurer

VERIFICATION

I verify that the statements made in the foregoing REPLY TO NEW MATTER are true and correct; that the REPLY TO NEW MATTER is based upon information which I have furnished to my counsel and information which has been gathered by my counsel in the preparation of the lawsuit. The language of the REPLY TO NEW MATTER is that of counsel and not the plaintiff. I have read the REPLY TO NEW MATTER and to the extent that the REPLY TO NEW MATTER is based upon information which I have given to my counsel, it is true and correct to the best of my knowledge, information and belief. To the extent that the content of the REPLY TO NEW MATTER is that of counsel, I have relied upon counsel in making this Verification. I understand that false statements herein made are subject to the penalties of 18 Pa. CONS. STAT §4904 relating to unsworn falsification to authorities.

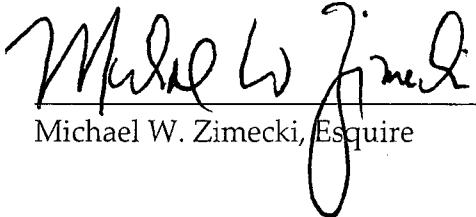
DATED: 1-13-08


David Lawrence
David Lawrence, as Administrator
of the Estate of James E. Maurer

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **REPLY TO NEW MATTER** was served this 23rd day of January, 2008, by first-class U.S. mail, postage prepaid, upon the following counsel of record:

Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222



Michael W. Zimecki, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator
of the ESTATE OF JAMES E. MAURER,
deceased, and SARA JANE MAURER,
individually,

Plaintiffs,

-vs-

BOBBIE STAGI and PATRICK STAGI,

Defendants.

CIVIL DIVISION

No. 07-1909 CD

**NOTICE OF SERVICE OF
DEFENDANTS' FIRST SET OF
INTERROGATORIES AND
REQUEST FOR PRODUCTION
OF DOCUMENTS DIRECTED TO
PLAINTIFFS**

Jury Trial Demanded

Filed on behalf of Defendants
Bobbie Stagi and Patrick Stagi

Counsel of Record for this
Party:

Keith R. Mason, Esquire
Pa.I.D. #41118

Law Offices of Keith R. Mason
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

(412) 288-6200

FILED NO CC
M 10 18 2011
FEB 08 2011
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator	:	CIVIL DIVISION
of the ESTATE OF JAMES E. MAURER,	:	
deceased, and SARA JANE MAURER,	:	
individually,	:	
Plaintiffs,	:	No. 07-1909 CD
-vs-	:	
BOBBIE STAGI and PATRICK STAGI,	:	
Defendants.	:	

**NOTICE OF SERVICE OF DEFENDANTS' FIRST SET OF INTERROGATORIES AND
REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFFS**

TO: PROTHONOTARY

I hereby certify that on February 6, 2008, Defendants' First Set of Interrogatories and Request for Production of Documents Directed to Plaintiffs was served on plaintiffs by mailing the same to:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232

LAW OFFICES OF KEITH R. MASON
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

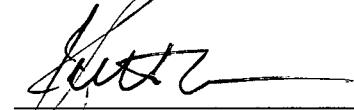
By:


KEITH R. MASON, ESQUIRE
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Notice of Service of Defendants' First Set of Interrogatories and Request for Production of Documents** was served on February 6, 2008, by U.S. mail, first class postage prepaid, addressed as follows:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232



KEITH R. MASON, ESQUIRE
Attorney for Defendants
BOBBIE STAGI and PATRICK
STAGI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, : NOTICE OF SERVICE OF
Plaintiffs, : INTERROGATORIES AND
REQUEST FOR PRODUCTION
OF DOCUMENTS
: Filed on Behalf of:
BOBBIE STAGI and PATRICK STAGI, :
Defendants. : Plaintiffs
: Counsel of Record for these
Parties:
: Michael W. Zimecki, Esquire
: PA. I.D. #74606
: BERGER AND GREEN, P.C.
: Firm #777
: 5850 Ellsworth Avenue
: Suite 200
: Pittsburgh, PA 15232
: (412) 661-1400
: JURY TRIAL DEMANDED

FILED
M 12:57PM
FEB 11 2011
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

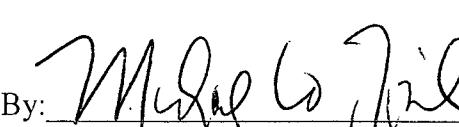
DAVID LAWRENCE, as Administrator of	:	CIVIL DIVISION
the ESTATE OF JAMES E. MAURER,	:	
deceased, and SARA JANE MAURER,	:	No.: 07-1909 CD
individually,	:	
	:	
vs. Plaintiffs,	:	
	:	
	:	
	:	
BOBBIE STAGI and PATRICK STAGI,	:	
	:	
Defendants.	:	

NOTICE OF SERVICE OF INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS

I hereby certify that true and correct copies of Interrogatories and Request for Production of Documents were served by first class, U.S. Mail, postage pre-paid, this 8th day of February, 2008, on the party listed below:

Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

BERGER AND GREEN, P.C.

By: 

Michael W. Zimecki, Esquire
Attorney for the Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103469
NO: 07-1909-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: DAVID LAWRENCE, As Administrator of the Estate of James E. Maurer, deceased
vs.
DEFENDANT: BOBBIE STAGI and PATRICK STAGI

SHERIFF RETURN

NOW, November 28, 2007 AT 9:33 AM SERVED THE WITHIN COMPLAINT ON BOBBIE STAGI DEFENDANT AT 15 KIMBERLY LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATRICK STAGI, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED

01/24/08
FEB 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103469
NO: 07-1909-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: DAVID LAWRENCE, As Administrator of the Estate of James E. Maurer, deceased

vs.

DEFENDANT: BOBBIE STAGI and PATRICK STAGI

SHERIFF RETURN

NOW, November 28, 2007 AT 9:33 AM SERVED THE WITHIN COMPLAINT ON PATRICK STAGI DEFENDANT AT 15 KIMBERLY LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATRICK STAGI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103469
NO: 07-1909-CD
SERVICES 2
COMPLAINT

PLAINTIFF: DAVID LAWRENCE, As Administrator of the Estate of James E. Maurer, deceased
vs.
DEFENDANT: BOBBIE STAGI and PATRICK STAGI

SHERIFF RETURN

RETURN COSTS

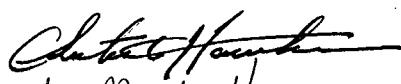
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERGER	12336	20.00
SHERIFF HAWKINS	BERGER	12336	37.02

Sworn to Before Me This

2008

Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator
of the ESTATE OF JAMES E. MAURER,
deceased, and SARA JANE MAURER,
individually,

Plaintiffs,

-vs-

BOBBIE STAGI and PATRICK STAGI,
Defendants.

CIVIL DIVISION

No. 07-1909 CD

**NOTICE OF SERVICE OF
ANSWERS TO INTERROGATORIES
TO DEFENDANT, BOBBIE STAGI
and RESPONSE TO REQUEST FOR
PRODUCTION OF DOCUMENTS
TO DEFENDANTS**

Jury Trial Demanded

Filed on behalf of Defendants
Bobbie Stagi and Patrick Stagi

Counsel of Record for this
Party:

Keith R. Mason, Esquire
Pa.I.D. #41118

Law Offices of Keith R. Mason
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

(412) 288-5500

FILED
MAY 10 2008
JUN 02 2008
NOCC
SAC
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator	:	CIVIL DIVISION
of the ESTATE OF JAMES E. MAURER,	:	
deceased, and SARA JANE MAURER,	:	
individually,	:	
Plaintiffs,	:	No. 07-1909 CD
-vs-	:	
BOBBIE STAGI and PATRICK STAGI,	:	
Defendants.	:	

**NOTICE OF SERVICE OF ANSWERS TO INTERROGATORIES TO DEFENDANT,
BOBBIE STAGI and RESPONSE TO REQUEST FOR PRODUCTION OF
DOCUMENTS DIRECTED TO DEFENDANTS**

TO: PROTHONOTARY

I hereby certify that on May 30, 2008, Answers to Interrogatories to Defendant, Bobbie Stagi and Response to Request for Production of Documents Directed to Defendants were served on plaintiffs by mailing the same to:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232

LAW OFFICES OF KEITH R. MASON
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

By: 

KEITH R. MASON, ESQUIRE
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Notice of Service of Answers to Interrogatories to Defendant, Bobbie Stagi and Response to Request for Production of Documents to Defendants** was served on May 30, 2008, by U.S. mail, first class postage prepaid, addressed as follows:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232



KEITH R. MASON, ESQUIRE
Attorney for Defendants
BOBBIE STAGI and PATRICK
STAGI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, : NOTICE OF SERCVICE OF
Plaintiffs, : PLAINTIFFS ANSWES TO
INTERROGATORIES AND :
RESPONSE TO REQUEST FOR :
PRODUCTION OF DOCUMENTS
BOBBIE STAGI and PATRICK STAGI, : Filed on Behalf of:
Defendants. : Plaintiffs
: Counsel of Record for these
: Parties:
: Michael W. Zimecki, Esquire
: PA. I.D. #74606
: BERGER AND GREEN, P.C.
: Firm #777
: 5850 Ellsworth Avenue
: Suite 200
: Pittsburgh, PA 15232
: (412) 661-1400
: JURY TRIAL DEMANDED

FILED
M 11/09/2007 NO CC
JUL 02 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, :
BOBBIE STAGI and PATRICK STAGI, :
Defendants. :

NOTICE OF SERVICE OF PLAINTIFFS ANSWERS TO INTERROGATORIES
AND RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

I hereby certify that true and correct copies of Plaintiffs Answers to Interrogatories and Response to Request for Production of Documents were served by first class, U.S. Mail, postage pre-paid, this 30th day of June, 2008, on the party listed below:

Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

Respectfully submitted,

BERGER AND GREEN, P.C.

By: Michael W. Zimecki
Michael W. Zimecki, Esquire
Attorney for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Service of Plaintiffs
Answers to Interrogatories and Response to Request for Production of Documents, was served this
30th day of June, 2008, by first-class U.S. mail, postage prepaid, upon the following counsel of record:

Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

Respectfully submitted,

BERGER AND GREEN, P.C.

By: Michael W. Zimecki
Michael W. Zimecki, Esquire
Attorney for the Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator
of the ESTATE OF JAMES E. MAURER,
deceased, and SARA JANE MAURER,
individually,

Plaintiffs,

-vs-

BOBBIE STAGI and PATRICK STAGI,

Defendants.

CIVIL DIVISION

No. 07-1909 CD

**NOTICE OF SERVICE OF
DEFENDANTS' SUPPLEMENTAL
REQUEST FOR PRODUCTION
OF DOCUMENTS DIRECTED TO
PLAINTIFFS**

Jury Trial Demanded

Filed on behalf of Defendants
Bobbie Stagi and Patrick Stagi

Counsel of Record for this
Party:

Keith R. Mason, Esquire
Pa.I.D. #41118

Law Offices of Keith R. Mason
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

(412) 288-6200

FILED
m110:2701 NO CC
SEP 05 2008

William A. Shaw
Prothonotary/Clerk of Courts
LM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator	:	CIVIL DIVISION
of the ESTATE OF JAMES E. MAURER,	:	
deceased, and SARA JANE MAURER,	:	
individually,	:	
Plaintiffs,	:	No. 07-1909 CD
-vs-	:	
BOBBIE STAGI and PATRICK STAGI,	:	
Defendants.	:	

**NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL REQUEST FOR
PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFFS**

TO: PROTHONOTARY

I hereby certify that on September 3, 2008, Defendants' Supplemental Request for Production of Documents Directed to Plaintiffs was served on plaintiffs by mailing the same to:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232

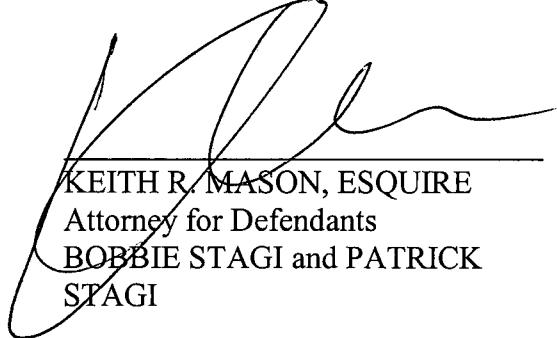
LAW OFFICES OF KEITH R. MASON
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

By: 
KEITH R. MASON, ESQUIRE
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Notice of Service of Defendants' Supplemental Request for Production of Documents** was served on September 3, 2008, by U.S. mail, first class postage prepaid, addressed as follows:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232



KEITH R. MASON, ESQUIRE
Attorney for Defendants
BOBBIE STAGI and PATRICK
STAGI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, :
: NOTICE OF SERVICE OF
: RESPONSE TO SUPPLEMENTAL
: REQUEST FOR PRODUCTION
: OF DOCUMENTS
:
BOBBIE STAGI and PATRICK STAGL, : Filed on Behalf of:
:
: Defendants. : Plaintiffs
: :
: Counsel of Record for these
: Parties:
: :
: Michael W. Zimecki, Esquire
: PA. I.D. #74606
: BERGER AND GREEN, P.C.
: Firm #777
: 5850 Ellsworth Avenue
: Suite 200
: Pittsburgh, PA 15232
: (412) 661-1400
: :
: JURY TRIAL DEMANDED

FILED NOCC
M 11/1/1980
OCT 06 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, :
BOBBIE STAGI and PATRICK STAGI, :
Defendants. :

NOTICE OF SERVICE RESPONSE TO SUPPLEMENTAL
REQUEST FOR PRODUCTION OF DOCUMENTS

I hereby certify that true and correct copies of Response to Supplemental Request for Production of Documents were served by first class, U.S. Mail, postage pre-paid, this 3rd day of October, 2008, on the party listed below:

Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

Respectfully submitted,

BERGER AND GREEN, P.C.

By: Michael W. Zimecki
Michael W. Zimecki, Esquire
Attorney for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Response
Supplemental Request for Production of Documents, was served this 3rd day of October, 2008, by
first-class U.S. mail, postage prepaid, upon the following counsel of record:

Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

Respectfully submitted,

BERGER AND GREEN, P.C.

By: Michael W. Zimecki
Michael W. Zimecki, Esquire
Attorney for the Plaintiffs

S FILED (F)

OCT 15 2008
m/10/30/08
William A. Shaw
Prothonotary/Clerk of Courts
nsc/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator
of the ESTATE OF JAMES E. MAURER,
deceased, and SARA JANE MAURER,
individually,

Plaintiffs,

-vs-

BOBBIE STAGI and PATRICK STAGI,

Defendants.

CIVIL DIVISION

No. 07-1909 CD

**STIPULATION FOR
DISCONTINUANCE PURSUANT
TO PA R.C.P. 229(b)(1) AS TO
DEFENDANT, PATRICK STAGI,
ONLY**

Jury Trial Demanded

Filed on behalf of Defendants
Bobbie Stagi and Patrick Stagi

Counsel of Record for this
Party:

Keith R. Mason, Esquire
Pá. I.D. #41118

Law Offices of Keith R. Mason
20 Stanwix Street – Fourth Floor
Pittsburgh, PA 15222

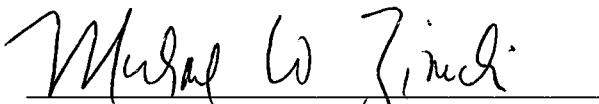
(412) 288-5500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

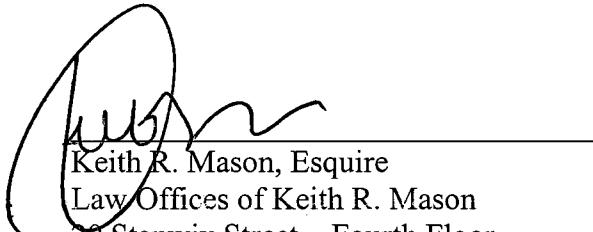
DAVID LAWRENCE, as Administrator	:	CIVIL DIVISION
of the ESTATE OF JAMES E. MAURER,	:	
deceased, and SARA JANE MAURER,	:	
individually,	:	
Plaintiffs,	:	No. 07-1909 CD
-vs-	:	
BOBBIE STAGI and PATRICK STAGI,	:	
Defendants.	:	

**STIPULATION FOR DISCONTINUANCE
PURSUANT TO PA R.C.P. 229(b)(1)
AS TO DEFENDANT, PATICK STAGI, ONLY**

It is hereby stipulated to and agreed upon by the undersigned parties that Defendant, Patrick Stagi, is hereby dismissed from the above-captioned litigation at Docket No. 07-1909 CD in the Court of Common Pleas of Clearfield County, Pennsylvania, as a party Defendant, and all claims and cross-claims against Defendant, Patrick Stagi, are dismissed with prejudice. All parties to the action enter their written consent to such discontinuance as evidenced by their signatures appearing below.



Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue ~ Suite 200
Pittsburgh, PA 15232

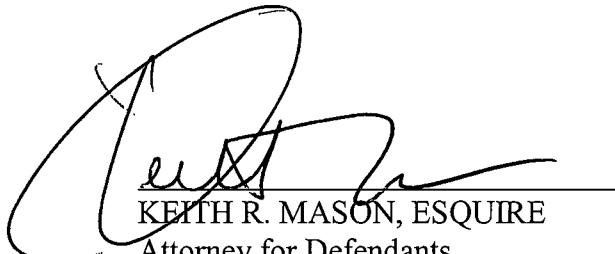


Keith R. Mason, Esquire
Law Offices of Keith R. Mason
20 Stanwix Street ~ Fourth Floor
Pittsburgh, PA 15222

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Stipulation for Discontinuance Pursuant to PA R.C.P. 229(b)(1) as to Defendant, Patrick Stagi, Only**, was served on the 13th day of October, 2008, by U.S. mail, first class postage prepaid, addressed as follows:

Michael W. Zimecki, Esquire
Berger and Green, P.C.
5850 Ellsworth Avenue – Suite 200
Pittsburgh, PA 15232



KEITH R. MASON, ESQUIRE
Attorney for Defendants
BOBBIE STAGI and PATRICK
STAGI

FILED

MAY 22 2009

5/1/2009

William A. Shaw

Prothonotary/Clerk of Courts

NO 4C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, : PETITION TO APPROVE
BOBBIE STAGI and PATRICK STAGI, : SETTLEMENT OF DAMAGE
Defendants. : CLAIM ON BEHALF OF
ESTATE PURUSANT TO
20 Pa C.S.A. § 3323
: Filed on behalf of:
: Plaintiffs
: Counsel of Record for these
: Parties:
: Michael W. Zimecki, Esquire
: PA. I.D. #74606
: BERGER AND GREEN, P.C.
: 5850 Ellsworth Avenue
: Suite 200
: Pittsburgh, PA 15232
: (412) 661-1400
: JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, :
BOBBIE STAGI and PATRICK STAGI, :
Defendants. :

PETITION TO APPROVE SETTLEMENT OF DAMAGE CLAIM ON BEHALF
OF ESTATE PURSUANT TO 20 Pa. C.S.A. § 3323

Plaintiff-Petitioners David Lawrence, as Administrator of the Estate of James E. Maurer, deceased, and Sara Jane Maurer, individually, by and through their attorneys, Michael W. Zimecki, Esquire, and the law firm of Berger and Green, respectfully submit the within Petition to Approve Settlement of Damage Claim pursuant to 20 Pa.C.S.A. §3323, as follows:

1. Petitioner, David Lawrence, is Administrator of the Estate of James E. Maurer, deceased, letters of administration having been granted to him by the Register of Wills of Clearfield County, at Register No. 1706-0424, and is an adult individual residing at P.O. Box 8, Allport, Clearfield County, Pennsylvania 16821. A copy of the letter of administration is marked and attached hereto as Exhibit "1."

2. At all times material hereto, plaintiff petitioner, David Lawrence, was the step-son of decedent, James E. Maurer. In addition, David Lawrence is attorney-in-fact for the plaintiff, Sara Jane Maurer, pursuant to a durable power of attorney, a

true and correct copy of which is marked and attached hereto as Exhibit "9." This petition seeks approval of plaintiff Sara Jane Maurer's claims as well as those of the estate.

3. Plaintiff, Sara Jane Maurer, is an adult individual currently residing at Windy Hill Village, a nursing home located at 100 Dogwood Road, Saltsburg, Pennsylvania 16866, and at all times relevant hereto was the wife of decedent, James E. Maurer.

4. The decedent, James E. Maurer died intestate on March 19, 2006, at which time he was survived by his wife, Sara Jane Maurer, and two adult children by a prior marriage, Ronald Maurer of 130 E. Broadway Avenue, Girard, OH 44420-2612 and Joan Waring of 800 Chester Street, Enola, Pennsylvania 17025.

5. On December 1, 2005, Plaintiff's decedent, James Maurer was retrieving his mail from a mailbox located off the south berm of Troy-Hawk Run Highway and opposite his residence at 1099 Troy-Hawk Run Highway, Phillipsburg, Clearfield County, Pennsylvania 16866, when he was struck by a vehicle owned and operated by the Defendant, Bobbie Stagi, of Morrisdale, Clearfield County. A copy of the police accident report is attached hereto and made a part hereof and marked as Exhibit "2."

6. Plaintiff's decedent, James E. Maurer, was transported by ambulance from the scene of the accident to Altoona Hospital in Altoona, Pennsylvania where

he was diagnosed with a traumatic brain injury status post being struck by a motor vehicle; a complex facial laceration; subdural hemorrhage; and left rib fractures. Mr. Maurer's facial laceration was closed and he was admitted to Altoona Hospital as an inpatient for observation and treatment. He was discharged to HealthSouth Rehabilitation on December 4, 2005. A true and correct copy of the Altoona Hospital Discharge Summary is marked and attached hereto as Exhibit "3."

7. Plaintiff's decedent, James E. Maurer, remained at HealthSouth Rehabilitation until December 22, 2005, when he was admitted to Mountain Laurel NRC from Health South-Altoona with a primary diagnosis of traumatic brain injury and secondary diagnoses of chronic obstructive pulmonary disorder (COPD) and hypertension. The pre-admission History and Physical Examination conducted at Mountain Laurel also indicated that Plaintiff's decedent had a number of co-morbid conditions, included an enlarged prostate gland and possible metastatic cancer unrelated to Mr. Maurer's accident of December 1, 2005. A true and correct copy of the pre-admission History and Physical Examination Report is marked and attached hereto as Exhibit "4."

8. On March 15, 2006, Plaintiff's decedent, James Maurer, was admitted to Clearfield Hospital from Mountain Laurel NMC after he was found to have an elevated calcium level, which was thought to implicate a neoplastic process to the lumbar spine secondary to Mr. Maurer's pre-existing prostate cancer. Mr. Maurer

was discharged to the Clearfield Hospital Hospice two days later. A true and correct copy of the Clearfield Hospital Discharge Summary is marked and attached hereto as Exhibit "5."

9. Mr. Maurer expired at Clearfield Hospital Hospice on March 19, 2006. The cause of death listed on his death certificate was Probable Metastatic Prostrate Cancer. A true and correct copy of the Local Registrar's Certificate of Death is marked and attached hereto as Exhibit "6."

10. On December 9, 2005, Plaintiff's decedent, James E. Maurer employed Michael Zimecki, Esquire, and the law firm of Berger and Green, P.C., to represent them and to institute such proceedings as might be necessary to recover damages, and agreed to and with said attorney to pay forty percent of such sum as might be recovered by settlement or verdict, as counsel fees in the event that litigation was filed. A true and correct copy of the attorney fee agreement between Mr. Maurer and the law firm of Berger and Green is marked and attached hereto as Exhibit "7." The agreement was subsequently ratified by David Lawrence, as executor for Mr. Maurer's Estate and as attorney-in-fact for Sara Jane Maurer, on March 19, 2006. A copy of the fee agreement between Mr. Lawrence and the law firm of Berger and Green is marked and attached hereto as Exhibit "8." A copy of the Durable Power of Attorney held by Mr. Lawrence for Sara Lawrence Maurer is marked and attached hereto as Exhibit "9."

11. On November 21, 2007, Plaintiff-Petitioners by and through their attorneys filed a wrongful death and survival action against Defendants' Bobbie and Patrick Stagi. The pleadings closed on January 29, 2008 with the filing of Plaintiffs' Reply to New Matter.

12. On or about October 13, 2008, the parties entered into a stipulation to dismiss, with prejudice, the action against Defendant, Patrick Stagi, only, pursuant to Pa.R.C.P. 229(b)(1), and the stipulation was duly filed with the Court.

13. After the exchange of written discovery, oral depositions of the parties and key witnesses were taken. Additionally attorneys for the Plaintiff-Petitioners also consulted with expert witnesses and engaged an accident reconstruction specialist, negotiated with defense counsel and the carrier for Mr. Maurer's underinsured automobile insurance carrier, researched the law applicable to this case, and filed this petition, in addition to the pleadings described above. Counsel for the Plaintiffs have worked on this case for countless hours over the past four years.

14. After considerable discussion and negotiation with counsel for the Defendants, Bobbie Stagi and Patrick, and Sentinel Insurance Company, Ltd., their bodily injury liability insurance company, Sentinel Insurance Company has offered the amount of sixty thousand (\$60,000.00) dollars as settlement of the claims of the

Plaintiffs-Petitioners. A copy of the proposed Release is marked and attached hereto as Exhibit "10."

15. A claim was also made to Erie Insurance Company, underinsured motorist carrier of Plaintiff's decedent, James E. Maurer. Erie Insurance Company has offered the amount of twenty-five thousand (\$25,000.00) dollars, which represents the limits of underinsured motorist coverage available under the Erie policy. A copy of the proposed Release and Agreement is marked and attached hereto as Exhibit "11."

16. The total amount of the settlement offers to Plaintiffs-Petitioners thus is in the amount of eighty-five thousand (\$85,000.00) dollars.

17. Mr. Maurer incurred medical expenses for his care and treatment during the pendency of this claim.

18. Erie Insurance Company paid the medical limit of \$5000.00 under the First Party Benefit portion of Mr. Maurer's automobile insurance company. A copy of the first-party payout log is marked and attached hereto as Exhibit "12."

19. Mr. Maurer's remaining medical bills were paid by the Commonwealth of Pennsylvania Department of Public Welfare and by Medicare.

20. Medicare made total conditional payments in the amount of \$34,980.39. A true and correct copy of Medicare's Payment Summary Form is marked and attached hereto as Exhibit "13."

21. After reduction of Medicare's pro-rata share of fees and costs, the net lien payable to Medicare is \$19,294.83. A Lien Pro-Ration Worksheet showing the calculation of Medicare's pro-rata share is marked and attached hereto as Exhibit 14."

22. The Commonwealth of Pennsylvania Department of Public Welfare made payments in the amount of \$6,915.60 toward Mr. Maurer's health care treatment and long-term care during the last six months of his life and has asserted a Class 3 claim for reimbursement pursuant to Section 3392 of the Decedents, Estates and Fiduciaries Code, 20 Pa.C.S.A. 3392(3). A true and correct copy of the Department's lien letter and Statement of Claim Summary are marked and attached hereto as collective Exhibit "15."

23. Pursuant to statute, the Department of Public Welfare is not required to reduce Class 3 claims, and, accordingly, has declined the Estate's request that it do so. A true and correct copy of the Department's letter denying said request and asserting a request for payment in the amount of \$6,915.00 is marked and attached hereto as Exhibit "16."

24. In the course of preparation and prosecution of the Plaintiffs-Petitioners claims, the law firm of Berger and Green has incurred the following expenses:

Commonwealth of Pennsylvania Accident report	8.00
---	------

Altoona Hospital Medical records	251.20
Mountain Laurel NRC Medical records	76.75
Altoona Ophthalmology Medical records	10.00
Clearfield Hospital Medical records	118.73
Geisinger Medical Center Medical records	54.01
State College Urologic Medical records	60.38
Gittings Private Investigations	525.00
Commonwealth of Pennsylvania Department of Transportation Certified Driver's History	10.00
Charles F. Kleber Accident Investigation and reconstruction	1,810.00
Register of Wills Fee to open estate and obtain certified copies of letters of administration and short certificates	68.00
Prothonotary of Clearfield County Fee to file Complaint	85.00
Sheriff of Clearfield County Service fee	100.00
Postage	16.85

Federal Express	9.69
Photography reproduction	11.50
BAK Reporting Service	
Fee for Deposition transcripts of	
Bobbie Stagi, Donna Lawrence and	
David Lawrence	320.75
Register of Wills of Clearfield County	
Fee to file Family Settlement Agreement	79.00
Samuel Zets, Esquire	
Fee to prepare inheritance tax return	
and close estate	500.00
TOTAL	\$4,114.86

25. Michael W. Zimecki, Esquire, counsel for Plaintiffs-Petitioners, believes and therefore avers that the settlement described should be accepted as set forth in the certification attached hereto and marked as Exhibit "17" and incorporated herein by reference as though the same were fully set forth at length herein. Counsel notes in this connection both that liability was vigorously contested in this matter and that the causation of Plaintiff's decedent's injuries is also in dispute owing to the many co-morbid conditions suffered by this elderly man at the time of this accident.

26. David Lawrence, as administrator of the Estate of James E. Maurer and as attorney-in-fact for Sara Lawrence Maurer, believes and therefore avers that the settlement described should be accepted as set forth in the certification attached

hereto and marked as Exhibit "18" and incorporated herein by reference as though the same were fully set forth at length herein.

27. As the medical information and documentation regarding Plaintiff's decedent's injuries does not establish that his death was due to injuries he incurred in the accident giving rise to this claim, Plaintiffs-Petitioners believe that the gross settlement be allocated in the amount of \$85,000.00 as survival action damages.

28. David Lawrence, as administrator of the estate and attorney-in-fact for Sara Lawrence Maurer, believes that the proposed allocation should be accepted.

29. If this Petition is approved, the settlement proceeds will be distributed to the statutory beneficiaries of James E. Maurer, deceased, after payment of estate taxes, outstanding claims and applicable attorney fees and costs. Notice of the filing and presentation of the within Petition has accordingly been given to the Pennsylvania Department of Revenue.

WHEREFORE, David Lawrence as administrator of the Estate of James E. Maurer and as attorney in fact for Sara Lawrence Maurer respectfully petitions this Honorable Court to approve the settlement of the within claims against Defendants Bobbie and Patrick Stagi, the Sentinel Insurance Company, and Erie Insurance Company for the above stated total amount of eighty-five thousand (\$85,000.00) dollars and requests that an Order be entered approving the proposed allocation

and authorizing the Plaintiffs-Petitioners to execute the Releases and checks and make the appropriate distribution.

Respectfully submitted,

BERGER AND GREEN, P.C.

By: Michael W. Zimecki
Michael W. Zimecki, Esquire
Attorney for Plaintiffs-Petitioners
5850 Ellsworth Avenue
Suite 200
Pittsburgh, PA 15232
(412) 661-1400

CLEARFIELD COUNTY

REGISTER OF WILLS
Certificate of Grant of Letters of Administration

File No.: 1706-0424

ESTATE OF: JAMES E. MAURER

Late of PHILIPSBURG,
CLEARFIELD County, PA,
Deceased

Social Security No: 187-12-3705



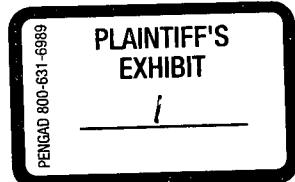
WHEREAS, JAMES E. MAURER late of PHILIPSBURG, CLEARFIELD County, PA, died on the 19th day of March, 2006;
and

WHEREAS, the grant of letters is required for the administration of the estate.

THEREFORE, I, Karen L. Starck, Register of Wills in and for the County of Clearfield, in the Commonwealth of Pennsylvania, have this day granted Letters Of Administration to DAVID LAWRENCE who has duly qualified as Administrator of the estate of the above named decedent and has agreed to administer the estate according to law, all of which fully appears of record in my Office at Clearfield County, Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my Office on the 25th day of July, 2006.

Register of Wills



MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

COMMONWEALTH OF PENNSYLVANIA
POLICE CRASH REPORTING FORM

N/A

New



Crash Number

AA 500 1

Case Closed
 Yes No

Reportable Crash
 Yes No

Page
01

Change/
Continuation

P 1090768

Incident Number

CO3-0847246

Police Agency

Patrol Zone

68C03 017

Agency Name

PA STATE POLICE

Precinct

CLEARFIELD/1330

Investigation Date (MM-DD-YYYY)

12-01-2005

Dispatch Time (mil)

0905

Arrival Time (mil)

0922

Investigator

JPR. KENNETH J. HAHN

Badge Number

08378

Reviewer

Cpl. John M. Marwick

Badge Number

06372 12-08-2005

Approval Date

(MM-DD-YYYY)

County

County Name

17

CLEARFIELD

Municipality

224

Municipality Name

MORRIS TWP.

Day of Week

Sun Thu
 Mon Fri
 Tue Sat
 Wed Unk

Crash Date (MM-DD-YYYY)

12-01-2005

Crash Time (mil)

0905

No of Units

02

People

02

Injured

01

Killed*

00

*(If > 00, Complete Form F)

Workzone (If Yes, Complete Form M, Section 29)

Yes No

School Bus Related

Yes No

School Zone Related

Yes No

Notify PENNDOT

Maintenance Yes No

Intersection Type

4 Way Intersection Y Intersection Multi-Leg Intersection Off Ramp Railroad Crossing

Midblock

T Intersection Traffic Circle/Round About On Ramp Crossover

*Special

Location

00

* See Overlay

Route Number

Segment (Optional)

Travel Lanes

Speed Limit

0053

02

45

Orientation

North

South

East

West

Unknown

House Number (if applicable)

For Mid-block crashes only Use postal House Number and make sure Principal Roadway Street Name is filled in if using this option

Street Name

Street Ending

Route Signing

Interstate (Not Turnpike)

Turnpike (East/West)

Turnpike Spur

State Highway

County Road

Local Road or Street

Private Road

Other/Unknown

Route Number

Segment (Optional)

Travel Lanes

Speed Limit

Orientation

North

South

East

West

Unknown

Street Name

Street Ending

Route Signing

Interstate (Not Turnpike)

Turnpike (East/West)

Turnpike Spur

State Highway

County Road

Local Road or Street

Private Road

Other/Unknown

Route Number

Segment (Optional)

Travel Lanes

Speed Limit

Orientation

North

South

East

West

Unknown

Street Name

Street Ending

Route Signing

Interstate (Not Turnpike)

Turnpike (East/West)

Turnpike Spur

State Highway

County Road

Local Road or Street

Private Road

Other/Unknown

Landmark 1

Intersecting Rt Num Or Mile Post

Or Segment Marker

St Ending

North

South

East

West

Unknown

Feet

Or Miles

Landmark 2

Intersecting Rt Num Or Mile Post

Or Segment Marker

St Ending

North

South

East

West

Unknown

Distance From Crash Scene to Landmark 1 (For Crash between Landmark 1 and Landmark 2)

Latitude:

40

54

:52

.66

Longitude: —

78

12

:59

.67

Degrees

Minutes

Seconds

Degrees

Minutes

Seconds

TCD

Traffic Control Device

Not Applicable

Traffic Signal

TCD Functioning

No Controls

Device Functioning Improperly

Emergency Preemptive Signal

Flashing Traffic Signal

Stop Sign

Other Type TCD

Active RR Crossing Controls

Device Not Functioning

Unknown

Passive RR Crossing Controls

Unknown

Device Functioning Properly

Unknown

Lane Closure

Lane Closed (If "Not Applicable", skip rest of the Lane Closure section)

Lane Closure

North

East

North and South

All (N,S,E,W)

South

West

East and West

Traffic Detoured

Yes No

Unknown

Esti. Time Closed

< 30

hrs 3-6 hrs 6-9 hrs > 9 hours Unknown

2

PLAINTIFF'S EXHIBIT

COMMONWEALTH OF PENNSYLVANIA
POLICE CRASH REPORTING FORM

N/A

Page:

Crash Number

AA 500.2

Police Use Only

03-0847246

02

P 1090768

10 Unit Info	<input type="checkbox"/> Motor Vehicle in Transport	<input type="checkbox"/> Hit & Run Vehicle	<input type="checkbox"/> Illegally Parked	<input type="checkbox"/> Legally Parked	<input type="checkbox"/> Non-Motorized	<input type="checkbox"/> Commercial Vehicle
	<input type="checkbox"/> Pedestrian	<input type="checkbox"/> Pedestrian on Skates, in Wheelchair, etc	<input type="checkbox"/> Disabled From Previous Crash	<input type="checkbox"/> Train	<input type="checkbox"/> Phantom Vehicle	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, Complete Form C)

(If "Pedestrian" or "Pedestrian on Skates, in Wheelchair, etc", Complete Form M, Section 28)

Unit No	First Name	MI	Date of Birth (MM-DD-YYYY)
01	JAMES	E	01 24 1920
Delete?	Last Name	Telephone Number	
<input type="checkbox"/>	MAURER	814-342-4119	

Address / City / State	Zip
1099 TROY-HAWK RUN HWY., PHILIPSBURG, PA	16866

Driver License Number	State	Class
06704148	PA	C

Alcohol/Drugs Suspected	Driver or Pedestrian Physical Condition
<input type="checkbox"/> No <input type="checkbox"/> Alcohol	<input type="checkbox"/> Illegal Drugs <input type="checkbox"/> Medication <input type="checkbox"/> Unknown
<input type="checkbox"/> Test Not Given <input type="checkbox"/> Blood	<input type="checkbox"/> Apparently Normal <input type="checkbox"/> Had Been Drinking
<input type="checkbox"/> Breath <input type="checkbox"/> Urine	<input type="checkbox"/> Illegal Drug Use <input type="checkbox"/> Sick
<input type="checkbox"/> Unknown if Test Given	<input type="checkbox"/> Fatigue <input type="checkbox"/> Asleep

Alcohol Test Type	Primary Vehicle Code Violation	Charged?
<input type="checkbox"/> Test Not Given <input type="checkbox"/> Blood	3543(9)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Breath <input type="checkbox"/> Urine		
<input type="checkbox"/> Unknown if Test Given		
Alcohol Test Results	Driver Presence	1=Driver Operated Vehicle 3=Driver Fled Scene
<input type="checkbox"/> Test Refused <input type="checkbox"/> Contaminated Results	<input type="checkbox"/> Unknown Results	4=Hit and Run
0.		2=No Driver 9=Unknown

Owner/Driver	00=Not Applicable 01=Private Vehicle Owned/Leased by Driver	02=Private Vehicle Not Owned/Leased by Driver	04=State Police Vehicle 05=PennDOT Vehicle 06=Other State Gov Veh	07=Municipal Police Veh 08=Other Municipal Government Vehicle	09=Federal Gov Veh 98=Other 99=Unknown
00					

Same as Driver	Owner First Name	Owner Last Name or Business Name (If Pedestrian, skip this Section)
<input type="checkbox"/>		

Address / City / State / Zip	Vehicle Make	*Make Code

VIN	Model Year	Vehicle Model
		(see overlay)

License Plate	Reg. State	Est. Speed	Vehicle Towed
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Insurance	Insurance Company	Policy No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		

Trailing Unit	No. of Trailing Units	Type Unit	1=Towing Pass. Veh 2=Towing Truck 3=Towing Utility Trailer	4=Mobile/Modular Home 5=Camper 6=Full Trailer	7=Semi-Trailer 8=Other 9=Unknown	Tag No	Tag Year	Tag St

Direction of Travel	*Vehicle Position	*Movement	*See Overlay	Special Usage

Vehicle Color	Vehicle Type	05=Large Truck 06=SUV 07=Van 08=Bus 09=Snowmobile 10=Farm Equip 11=Construction Equip 12=ATV 13=Other Type Spec Veh 14=Unk. Type Spec Veh	20=Unicycle, Bicycle, Tricycle 21=Other Pedalcycle 22=Horse & Buggy 23=Horse & Rider 24=Train 25=Trolley 98=Other 99=Unknown	12=Commercial Passenger Carrier 00=Not Applicable 01=Fire Veh 02=Ambulance 03=Police 08=Other Emergency Vehicle 11=Pupil Transport
06=Yellow 07=Silver 08=Gold 01=Blue 02=Red 03=White 04=Green 05=Black	01=Automobile 02=Motorcycle 03=Bus 04=Small Truck (If "02", Complete Form M, Section 26) (If "20" or "21", Complete Form M, Section 27)			13=Taxi 21=Tractor Trailer 22=Twin Trailer 23=Triple Trailer 31=Modified Veh 99=Unknown

Initial Impact Point	Damage Indicator	Gradient	3=Downhill 4=Bottom of Hill 5=Top of Hill 9=Unknown	Road Alignment
00=Non-Collision 01-12=Clock Points 13=Top	0=None 1=Minor 2=Functional 3=Disabling 9=Unknown	<input type="checkbox"/> 1=Level <input type="checkbox"/> 2=Uphill		<input type="checkbox"/> 1=Straight 2=Curved 9=Unknown

COMMONWEALTH OF PENNSYLVANIA
POLICE CRASH REPORTING FORM

11A

Crash Number

AA 500 3

Police Use Only

C03-0847246

Page

04

P 1090768

People Information

A Person Type:
1=Driver
2=Passenger
7=Pedestrian
8=Other
9=Unknown

D Seat Position:
00=Not A Passenger/Occupant
01=Driver - All Vehicles
02=Front Seat Middle Position
03=Front Seat Right Side
04=Second Row - Left Side Or
Motorcycle Passenger
05=Second Row - Middle Position
06=Second Row - Right Side
07=Third Row Or Greater -
Left Side
08=Third Row Or Greater -
Middle Position
09=Third Row Or Greater -
Right Side

B Sex:
F=Female
M=Male
U=Unknown

C Injury Severity:
0=Not Injured
1=Killed
2=Major Injury
3=Moderate
Injury
4=Minor Injury
8=Injury, Unk
Severity
9=Unknown If
Injury

E Safety Equipment One:
00=None Used / Not Applicable
01=Shoulder Belt Used
02=Lap Belt Used
03=Lap And Shoulder Belt Used
04=Child Safety Seat Used
05=Motorcycle Helmet Used
06=Bicycle Helmet Used
10=Safety Belt Used Improperly
11=Child Safety Seat Used Improperly
12=Helmet Used Improperly
90=Restraint Used, Type Unknown
99=Unknown

G Ejection:
0=Not Applicable
1=Not Ejected
2=Totally Ejected
3=Partially Ejected
9=Unknown

H Ejection Path:
0=Not Ejected / Not Applicable
1=Through Side Door Opening
2=Through Side Window
3=Through Windshield
4=Through Back Door
5=Through Back Door Tailgate Opening
6=Through Roof Opening (Sunroof/
Convertible Top Down)
7=Through Roof Opening (Convertible
Top Up)
9=Unknown

I Extrication:
0=Not Applicable
1=Not Extricated
2=Extricated By Mechanical Means
3=Freeed By Non - Mechanical Means
8=Other
9=Unknown

13 EMS Agency: MOSHANNO VALLEY

Medical Facility: ALTOONA GENERAL TRAUMA CENTER

14 Unit No Person No Date of Birth (MM-DD-YYYY) A B C D E F G H I
01 01 01-24-1920 7M200000000000

Name / Address / Phone

EMS Transport

Yes No

Unit No Person No Date of Birth (MM-DD-YYYY) A B C D E F G H I
02 01 07-30-1973 1F001031200

Name / Address / Phone

EMS Transport

Yes No

Unit No Person No Date of Birth (MM-DD-YYYY) A B C D E F G H I
 - -

Name / Address / Phone

EMS Transport

Yes No

Unit No Person No Date of Birth (MM-DD-YYYY) A B C D E F G H I
 - -

Name / Address / Phone

EMS Transport

Yes No

Unit No Person No Date of Birth (MM-DD-YYYY) A B C D E F G H I
 - -

Name / Address / Phone

EMS Transport

Yes No

Unit No Person No Date of Birth (MM-DD-YYYY) A B C D E F G H I
 - -

Name / Address / Phone

EMS Transport

Yes No

**COMMONWEALTH OF PENNSYLVANIA
POLICE CRASH REPORTING FORM**

NJA
Page

Crash Number

AA 500 4

Police Use Only
C03-0847246

05

P 1090768

General Crash Information (if more than 2 Jims only complete once)	<u>Crash Description</u>		<input checked="" type="checkbox"/> 8	0=Non-Collision	2=Head On	4=Angle	6=Sideswipe (Opposite Direction)	8=Hit Pedestrian
	1=Rear End	3=Rear to Rear (Backing)	5=Sideswipe (Same Direction)	7=Hit Fixed Object	9=Other/Unknown			
<u>Relation to Roadway</u>	<input checked="" type="checkbox"/> 1	1=On Travel Lanes	3=Median	5=Outside Trafficway	7=Gore (Ramp Intersection)			
		2=Shoulder	4=Roadside	6=In Parking Lane	9=Unknown			
<u>Illumination</u>	<input checked="" type="checkbox"/> 1	1=Daylight	3=Dark - Street Lights	5=Dawn	8=Other			
		2=Dark - No Street Lights	4=Dusk	6=Dark - Unknown Roadway Lighting				
<u>Weather Conditions</u>	<input checked="" type="checkbox"/> 1	1=No Adverse Conditions	3=Sleet (Hail)	5=Fog	7=Sleet & Fog	.9=Unknown		
		2=Rain	4=Snow	6=Rain & Fog	8=Other			
<u>Road Surface Conditions</u>	<input checked="" type="checkbox"/> 0	0=Dry	2=Sand, Mud, Dirt, Oil	4=Slush	6=Ice Patches	8=Other		
		1=Wet	3=Snow Covered	5=Ice	7=Water - Standing or Moving			

<u>First Harmful Event in the Crash</u>	<u>Unit No</u>	<u>Harm Event</u>	<u>Most Harmful Event in the Crash</u>	<u>Unit No</u>	<u>Harm Event</u>	<u>Driver Action (D)</u>	<u>17-Careless Or Illegal Backing On Roadway</u>
	<u>0</u> <u>1</u>	<u>1</u> <u>2</u>		<u>0</u> <u>1</u>	<u>1</u> <u>2</u>		<u>18=Driving On The Wrong Side Of Road</u> <u>19=Making Improper Entrance To Highway</u>

<u>Environmental / Roadway</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Potential Factors (E/R)</u>	1	2	3	
00=None	11=Slippery Road Conditions (Ice/Snow)	04=Making Illegal U-Turn	70=Making Improper Exit	From Highway
01=Windy Conditions	12=Substance On Roadway	05=Improper/Evasive Turning	71=Careless Parking/Unparking	
02=Sudden Weather Conditions	13=Potholes	06=Turning From Wrong Lane	21=Over/Under	
03=Other Weather Conditions	14=Broken Or Cracked Pavement	07=Proceeding W/O	Compensation At Curve	
04=Deer In Roadway	15=TCD Obstructed	08=Clearance After Stop	23=Speeding	
05=Obstacle On Roadway	16=Soft Shoulder Or Shoulder Drop Off	09=Running Stop Sign	24=Driving Too Fast For Conditions	
06=Other Animal In Roadway	28=Other Roadway Factor	10=Running Red Light	25=Failure To Maintain Proper Speed	
07=Glare	29=Other Environmental Factor	10=Failure To Respond To	26=Driver Fleeing Police (Pol Chase)	
08=Work Zone Related	99=Unknown	Other Traffic Control Device	27=Driver Inexperienced	
		11=Tailgating	28=Failure To Use Specialized Equip	
		12=Sudden Slowing/Stopping	92=Affected By Physical Condition	
		13=Illegally Stopped On Road		
		14=Careless Passing Or Lane		
		Change		

Possible Vehicle Failures (V)		12=Wipers	Change	98=Other Improper Driving Actions
00=None	06=Exhaust	13=Driver Seating/Control	15=Passing In No Passing Zone	99=Unknown
01=Tires	07=Headlights	14=Body, Doors, Hood, Etc	16=Driving The Wrong Way On	
02=Brake System	08=Signal Lights	15=Trailer Hitch	1-Way Street	
03=Steering System	09=Other Lights	16=Wheels		
04=Suspension	10=Horn	17=Airbags		
05=Power Train	11=Mirrors	18=Trailer Overloaded		
Unit No	01	1	2	3
Unit No	02	1	2	3
Pedestrian Action (P)		4	4	4
00=None	03=Working			
01=Entering Or Crossing At	04=Pushing Vehicle			
02=Waiting	05=Approaching Or Leaving Vehicle			
03=Unknown	06=Working On Vehicle			

Indicated Prime Factor Do not repeat this information on multiple pages.	Unit No	Factor Code	Specified Location 02=Walking, Running, Jogging, Or Playing	06=Working On Vehicle 07=Standing 98=Other 99=Unknown
<i>E / R V D P</i> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/>	01	01	Unit No 01 01	Unit No 02 00
If EIR is the Prime Factor Type, leave Unit No. blank				

COMMONWEALTH OF PENNSYLVANIA
POLICE CRASH REPORTING FORM

N/A



Crash Number

AA 500 N

Police Use Only

CO3-0847246

Page

 New

67

 Change/
Continuation

P1090768

22

Narrative and additional witnesses:

INTERVIEWS

ON 12/01/05 AT 0927 HRS I INTERVIEWED OPERATOR #2 AT THE SCENE. SHE RELATED THE FOLLOWING IN SUBSTANCE. SHE WAS TRAVELING NORTH ON SR 53. SHE OBSERVED UNIT #1 AT HIS MAILBOX. HE TURNED TO FACE THE ROADWAY. HE LOOKED NORTH AND THEN STEPPED OUT INTO HER LANE. SHE SWERVED INTO THE SOUTH BOUND LANE TO AVOID STRIKING HIM. SHE STRUCK UNIT #1 WITH HER RIGHT MIRROR.

ON 12/04/05 AT 1445 HOURS, I INTERVIEWED WITNESS #1 VIA PHONE. SHE RELATED THE FOLLOWING IN SUBSTANCE. SHE WAS FOLLOWING UNIT #2 (APPROXIMATELY 6 CAR LENGTH BEHIND) AND SHE WAS TRAVELING APPROXIMATELY 40 MPH. SHE SAW UNIT #1 TURN TOWARD THE ROADWAY. THE NEXT THING SHE COULD REMEMBER WAS UNIT #1 BEING THROWN UP IN THE AIR AS UNIT #2 WAS SWERVING. SHE THEN STATED THAT SHE DIDN'T KNOW EXACTLY WHAT HAPPENED. IT ALL HAPPENED SO QUICKLY. SHE ADVISED THAT SHE IS THE GRAND-DAUGHTER IN-LAW OF UNIT #1. HE SUSTAINED MULTIPLE FRACTURES TO HIS FACE, RIBS, AND ONE OF HIS FEET. HE IS RECOVERING IN HEALTH SOUTH REHABILITATION CENTER.

WARNING MAILED TO UNIT #1 FOR PEDESTRIANS CROSSING THE ROADWAY.

NCJC/CK.NEG.

COMMONWEALTH OF PENNSYLVANIA
POLICE CRASH REPORTING FORM

N/A

New



Crash Number

AA 500-M

Police Use Only

CE3-0847246

Page

08

Change/
Continuation

P1090768

26
Motorcycle

Unit No	For Answers to the below (except for Engine Size and Helmet Type) use the following codes: Y = Yes N = No U = Unknown							
	Engine Size:	CC	Driver Protection?		Helmet Type	Passenger Protection?	Helmet Type	
	<input type="checkbox"/>		<input type="checkbox"/>	Eye Protection	<input type="checkbox"/>	<input type="checkbox"/>	Eye Protection	
	<input type="checkbox"/>	MC Education	<input type="checkbox"/>	Long Sleeves	<input type="checkbox"/>	<input type="checkbox"/>	Long Sleeves	
	<input type="checkbox"/>	Saddle Bag and/ or Trunk	<input type="checkbox"/>	Long Pants	<input type="checkbox"/>	<input type="checkbox"/>	Long Pants	
	<input type="checkbox"/>	Trailer	<input type="checkbox"/>	Over Ankle Boots	<input type="checkbox"/>	<input type="checkbox"/>	Over Ankle Boots	
				Helmet Stay On?			Helmet Stay On?	
				Helmet has DOT or Snell Designation			Helmet has DOT or Snell Designation	

27
Pedestrian

Unit No	Use Codes	Passenger?	Helmet?	Unit No	Use Codes	Passenger?	Helmet?
	Y = Yes N = No U = Unknown	<input type="checkbox"/>	<input type="checkbox"/>		Y = Yes N = No U = Unknown	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	Head Lights?			<input type="checkbox"/>	Rear Reflectors?

28
Pedestrian

Unit No	Pedestrian Location	Unit No	Pedestrian Location
01	05		
01 = Marked Crosswalks at Intersection	01 = Marked Crosswalks at Intersection	02 = At Intersection - No Crosswalks	02 = At Intersection - No Crosswalks
03 = Non-Intersection Crosswalks	03 = Non-Intersection Crosswalks	04 = Driveway Access	04 = Driveway Access
04 = Driveway Access	05 = In Roadway	05 = In Roadway	06 = Not in Roadway
05 = In Roadway	06 = Not in Roadway	06 = Not in Roadway	07 = Median
06 = Not in Roadway	07 = Median	07 = Median	08 = Island
07 = Median	08 = Island	08 = Island	09 = Shoulder
08 = Island	09 = Shoulder	09 = Shoulder	10 = Sidewalk
09 = Shoulder	10 = Sidewalk	10 = Sidewalk	11 = < 10 Feet Off Road
10 = Sidewalk	11 = < 10 Feet Off Road	11 = < 10 Feet Off Road	12 = > 10 Feet Off Road
11 = < 10 Feet Off Road	12 = > 10 Feet Off Road	12 = > 10 Feet Off Road	13 = Outside Trafficway
12 = > 10 Feet Off Road	13 = Outside Trafficway	13 = Outside Trafficway	14 = Shared Paths/Trails
13 = Outside Trafficway	14 = Shared Paths/Trails	14 = Shared Paths/Trails	99 = Unknown
14 = Shared Paths/Trails	99 = Unknown	99 = Unknown	

29
Work Zone

Work Zone Type	Where in Work Zone?	Work Zone Speed or Advisory Limit	Law Enforcement Officer Present	Special Work Zone Characteristics
<input type="checkbox"/> Construction (Long Term)	<input type="checkbox"/> Before 1st Work Zone Warning Sign	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> Lane Closure?
<input type="checkbox"/> Maintenance (Short Term)	<input type="checkbox"/> Advance Warning Area	<input type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Road Closed with Detour?
<input type="checkbox"/> Utility Company	<input type="checkbox"/> Transition Area	<input type="checkbox"/>	<input type="checkbox"/> Unknown	<input type="checkbox"/> Work on Shoulder or Median?
<input type="checkbox"/> Other	<input type="checkbox"/> Activity Area	<input type="checkbox"/>		<input type="checkbox"/> Intermittent or Moving Work?
	<input type="checkbox"/> Termination Area	<input type="checkbox"/>		<input type="checkbox"/> Flagger Control?
	<input type="checkbox"/> Other	<input type="checkbox"/>		<input type="checkbox"/> Other
List all Warning Signs in Narrative				

Additional M-Page Information

MAURER, JAMES
302643622 000000397761
1153 B

ALTOONA REGIONAL

1/24/1920

DISCHARGE SUMMARY

ADMISSION DATE: 12/1/2005
DISCHARGE DATE: 12/4/2005
TRA

ATTENDING PHYSICIAN: Simon D. Lampard, MD

DISCHARGE DIAGNOSES

1. Traumatic brain injury status post being struck by mirror on a moving vehicle.
2. Complex facial laceration.
3. Subdural hemorrhage.
4. Left rib fractures.

CONSULTS: Dr. Louton, ENT; Drs Newman-Patel, Psychiatry; and Dr. Budd, Ophthalmology.

HPI: The patient is an 85-year-old male who was struck by the side of a mirror of a moving SUV. No loss of consciousness. The patient does complain of left shoulder and bilateral knee pain. The patient remained hemodynamically stable and transported to Altoona Regional via stat MedEvac.

PAST MEDICAL HISTORY: Hypertension, benign prostatic hyperplasia, and COPD.

PAST SURGICAL HISTORY: None documented.

MEDICATIONS: Diovan, Prilosec and Proscar.

ALLERGIES: No known drug allergies.

PRIMARY CARE PHYSICIAN: Dr. Gillard, _____.

REVIEW OF SYSTEMS: As above. For further details regarding HPI, past medical, surgical and social history, allergies, medications, please refer to the H&P on the chart.

HOSPITAL COURSE: The patient was initially evaluated and stabilized in trauma bay on 12/01/05. Initial GCS was 14, initial revised trauma score was 12.

INITIAL VITAL SIGNS: Blood pressure of 192/110, pulse 100, respiratory rate 16, temperature 97.5, O2 sat is 100% with 5 L of nasal cannula.



MAURER, JAMES
302643622 000000397761
1153 B
1/24/1920
ADMISSION DATE: 12/1/2005
DISCHARGE DATE: 12/4/2005
TRA

ALTOONA REGIONAL

DISCHARGE SUMMARY

PHYSICAL EXAMINATION: HEAD: A 2.5-cm laceration around right eyebrow, 2-cm laceration around the left side of mouth, through and through, chip laceration front tooth. NECK: Unremarkable. CHEST: Unremarkable. ABDOMEN: Unremarkable. MUSCULOSKELETAL: Abrasions to elbows and knees. GENITALIA AND PERINEUM: Prostate was enlarged and negative. BACK: Tenderness over the T4 and T5 area. Initial evaluation cranial nerves, motor and sensory all unremarkable.

The patient sustained multiple facial fractures of the face, of the right maxillary sinus, with right hemosinus. Antibiotics was given, Augmentin for 7 days, Claritin-D for 3 days per Dr. Louton. The patient also sustained a traumatic brain injury and subdural hemorrhage. The patient remained neurologically stable and improved throughout hospital stay. The patient was discharged to HealthSouth Rehab for current inpatient care. The patient had left rib fractures. Pain was controlled with oral pain medications, and the patient was advised to follow up with trauma clinic in 2 weeks for chest x-ray. The patient was advised to follow up with Dr. [redacted] in 2 to 3 weeks. The patient was advised to follow up with Dr. Louton p.r.n. diplopia. The patient was advised to follow up with Dr. Budd in Ophthalmology [redacted] clinic in 7 to 10 days for complaints of diplopia.

Dictated by Mike Schellhammer, PA-C for Dr. Simon Lampard.

SIMON D. LAMPARD, MD/jj/nb
Dict: 01/09/2006 1728 PST Tran: 01/10/2006 0608 EST
Edited: 01/10/2006 1103 EST
34456801

cc: DENISE GDULA

FINAL COPY 12/06/05

HISTORY & PHYSICAL EXAMINATION

Date: December 05, 2005

Name: Maurer, James

MR#: 000052364

Source of History: The patient, preadmission screening form, and transfer chart from Altoona Hospital.

Chief Complaint: Mr. Maurer was a patient at Altoona Trauma most recently under the care of Dr. Lampard, Dr. Osgood, Dr. Louton, Dr. Budd, Dr. Newman secondary to traumatic brain injury as a result of pedestrian versus motor vehicle. PCP is unknown. He is transferred to HEALTHSOUTH Rehab under the care of Dr. Hugh Newman.

History of Present Illness: Mr. Maurer is an 85-year-old Caucasian right-hand dominant married male who resides normally in the Philipsburg, Pennsylvania area. He does have a past medical history significant for COPD and questionable dementia along with hypertension. He has been in his usual state of fair health up until most recently when on approximately 12/01/05 he was reportedly attempting to cross a highway when he was struck by a passenger mirror from a vehicle reportedly traveling approximately 40 to 50 miles per hour. He was taken from the scene via ST.A.T MedEvac to Altoona Trauma under the care of Dr. Lampard.

Workup included chest x-ray, which revealed cardiomegaly and widened mediastinum with 1 and possibly 2 left rib fractures. There was a widened right pleural stripe possibly indicating an associated rib fracture. The client was later diagnosed with fracture superior ramus on the right. X-ray of both elbow showed no displacement or fracture. CT scan of head revealed a subdural hemorrhage in the right frontal region measuring approximately 5 mm in maximal thickness. There were small areas of contusion in the lateral aspect of the left frontal lobe. A nondisplaced fracture of the anterior wall of the right maxillary sinus was present along with hemorrhage in the right maxillary, right ethmoid, and right sphenoid sinuses. CT scan of facial bones further revealed a nondisplaced fracture of the anterior wall of right maxillary sinus along with hemorrhage in the right maxillary, ethmoid, and sphenoid sinuses as above. CT scan of chest, abdomen, and pelvis revealed 2 small (5 and 7 mm in diameter) nodules in the right mid lower lung field, likely representing granulomas. However, metastasis cannot be excluded. There was enlarged prostate gland measuring 6.7 x 7.1 cm. There was a moderately sized hiatal hernia in the retrocardiac region. CT scan of cervical spine showed no acute pathology as did CT scan of thoracic spine.

Maurer, James 000052364 211-D Hugh D. Newman, III, D.O.	Admission: 12/04/05  Rehabilitation Hospital of Altoona 2005 Valley View Boulevard Altoona, PA 16602
PLAINTIFF'S EXHIBIT 4 <small>PENGAD 800-631-6989</small>	
History/Physical Examination	

FINAL COPY 12/06/05

HISTORY/PHYSICAL EXAMINATION - PAGE 2 -

The client was seen by Dr. Osgood of neurosurgery. No surgery was indicated at that time, and a followup CT scan of head on 12/02/05 revealed near complete resolution in the small right frontoparietal interhemispheric and interhemispheric areas of subdural hematoma. There were minimal amounts of surface cortical hematoma overlying the left frontoparietal region, which were unchanged. The client was seen by Dr. Louton in regard to facial fracture. Recommendations were for Augmentin and Claritin-D as directed. No ORIF was indicated at that time. The client was seen also by Dr. Budd of ophthalmology. The client was diagnosed with blunt orbital trauma. Both globes appeared to be intact. There was slight decrease in ocular motility of the right eye, which appeared to be due to soft tissue swelling. Recommendations were to reassess motility in 7 to 10 days. The client required ligation of facial artery; debridement, irrigation, and complex wound closure totally in 6 cm of combined intraoral and facial laceration by Dr. Lampard on 12/01/05 secondary to through-and-through left commissure area laceration plus laceration of the facial artery.

The client received multiple contusions and abrasions. The client was seen by Dr. Newman of physiatry. The client was placed on neuroprotective agents in the form of Topamax, magnesium oxide, and Nimotop. Before his discharge, an x-ray of his left foot was negative and he does have a postoperative shoe to left foot. At this point in time, given the client's history of traumatic brain injury as a result of pedestrian versus motor vehicle, it was felt that a comprehensive inpatient rehab program at this time is essential for this client's returning to home in a more functional state. He is admitted to HEALTHSOUTH Rehab under the care of Dr. Hugh Newman. The overall intentions will be to increase his general muscle strength, range of motion, ambulatory ability, endurance, balance, and transfers along with increasing his ADLs, IADLs, mobility, standing, cognitive, linguistic, and swallowing function to the maximum of his ability before discharge.

Past Medical History:

1. Hypertension.
2. COPD.
3. Questionable dementia.

Past Surgical History: Cataract surgery.

Diet & Medications: At the time of admission, diet is a pureed diet with honey-thickened liquids. Medications include albuterol nebulizers unit dose every 6 hours as needed for shortness of breath or wheeze; bacitracin twice a day to lacerations and abrasions; Pepcid 20 mg twice a day; Peridex 15 mL twice a day swish and spit;

Maurer, James	Admission: 12/04/05
000052364	(H) HEALTHSOUTH Rehabilitation Hospital of Altoona 2005 Valley View Boulevard Altoona, PA 16602
211-D Hugh D. Newman, III, D.O.	

FINAL COPY 12/06/05

HISTORY/PHYSICAL EXAMINATION - PAGE 3 -

Lopressor 12.5 mg every 12 hours, hold for systolic blood pressure less than 110 or heart rate less than 60 (crush and give in applesauce); Claritin 10 mg daily x3 days started on 12/03/05; Sudafed syrup 60 mg 4 times a day x3 days started 12/03/05; Augmentin 875 mg twice a day x7 days started 12/03/05; Dimetapp 30 mg every 4 hours; Topamax 25 mg every 12 hours; magnesium oxide 400 mg every 12 hours; Adderall 5 mg daily at 7 in the morning, daily at noon; Ambien 2.5 mg daily at bedtime, may repeat x1 (2.5 mg) if 1st dose is ineffective up to 2 in the morning; Lortab elixir 15 mL every 4 hours as needed for pain (we will check with Altoona Hospital regarding concentration of elixir). Sliding scale insulin coverage with regular insulin every 6 hours as directed.

Allergies: No known allergies.

Social History: Mr. Maurer is an 85-year-old Caucasian previously right-hand dominant married male who resides normally in the Philipsburg, Pennsylvania area. He resides in a 2-level dwelling, a few steps to enter the home with the front. There are 13 to 14 steps between floors. Previous to this, he was functionally independent and used no assistive device for ambulation. There is a bedroom on the 1st floor.

Review of Systems: As per the HPI. Otherwise, unavailable from the client due to cognition.

Premorbid Functional Status: The client was functionally independent, used no assistive device for ambulation.

Current Functional Status: Please refer to PT/OT/speech therapy evaluations.

Family Support: Daughter, Beatrice, and wife are listed as family support. Please refer to case management notes for further family support.

Psychosocial: History of questionable dementia. Stable at present.

PHYSICAL EXAMINATION:

General Survey: Reveals an 85-year-old Caucasian male awake, alert, in no acute distress at this time.

Admission Vital Signs: Reported as temperature 99.2, pulse 87, respirations 16. Blood pressure, please refer to nursing graphics. Height is 5 feet 10 inches. Weight is 190 pounds.

Maurer, James 000052364 211-D Hugh D. Newman, III, D.O.	<p>Admission: 12/04/05</p> <p>HEALTHSOUTH Rehabilitation Hospital of Altoona 2005 Valley View Boulevard Altoona, PA 16602</p>
---	--

HISTORY/PHYSICAL EXAMINATION - PAGE 4 -

Pain: "I hurt all over." The client is unable to rate pain specifically on a 0 to 10 pain scale.

Skin: Pale, warm, and dry. Please refer to nursing photo for a complete description. There are multiple areas of ecchymosis in the left upper extremity, bilateral hands, left great toe along with ecchymosis bilateral periorbital area, left facial area, and chin.

Head: Normocephalic, status post traumatic.

Eyes: There is slight right lid ptosis. Pupils approximately 5 mm, equal, round, react to light and accommodation. EOMI. Conjunctivae pale. Sclerae clear. No noted nystagmus. There appears to be decreased range to ocular movement on right.

Throat/Mouth: Tongue protrudes in midline. There is no gross orofacial asymmetry noted.

Neck/Thyroid: Trachea midline. Thyroid nonpalpable. No carotid bruits are auscultated. Neck is supple.

Lymph Nodes: No noted lymphadenopathy.

Thorax/Lungs: Thorax symmetric. Breath sounds are somewhat diminished throughout. The client is not short of breath at rest.

Cardiovascular: RRR, S1 and S2. No murmur.

Abdomen: Flat, soft, nontender. No rebound, guarding, or rigidity. Bowel sounds are normoactive in all 4 quadrants. No hepatosplenomegaly or mass. The client denies any abdominal pain.

Peripheral Vascular: Bilateral radial pulses are 2+. Bilateral dorsalis pedis pulses are 1+.

Extremities: No clubbing or cyanosis. There is edema in left great toe. No pretibial edema. Negative Homans bilaterally.

Musculoskeletal:

Upper Extremities - Bilateral upper extremities are approximately 3+/5 throughout.

Maurer, James 000052364 211-D Hugh D. Newman, III, D.O.	Admission: 12/04/05 4 HEALTHSOUTH Rehabilitation Hospital of Altoona 2005 Valley View Boulevard Altoona, PA 16602
---	--

FINAL COPY 12/06/05

HISTORY/PHYSICAL EXAMINATION - PAGE 5 -

Lower Extremities - Bilateral lower extremities are approximately 3+/5 throughout.

Neurological:

Mental Status - The patient is awake and alert. The place is Altoona. He is oriented to Bush is the President. He is oriented to year with minimal verbal cueing. He spells the word "world" forward minus 0; however, backwards minus 3. He requires min-to-moderate amount of verbal cueing to complete simple tasks. His speech appears to be somewhat dysarthric and slurred.

Cranial Nerves - II-XII as above.

Motor Strength - As above.

Sensorium - Intact to light touch and pinprick both upper and lower extremities proximally, distally, and symmetrically.

Reflexes - DTRs deferred.

Gait - Please refer to PT evaluation.

Laboratory Data: Hemoglobin and hematocrit 12.7 and 37.0 with a white count of 15.7, platelets 270,000. Sodium 143, potassium 4.4, BUN 26, creatinine 1.4, glucose 149.

IMPRESSION:

1. Activities of daily living and ambulatory dysfunction secondary to traumatic brain injury as a result of pedestrian versus motor vehicle accident.
 - A. Abnormal CT scan of head.
 - i. Subdural hemorrhage, right frontal region measuring 5 mm in maximal thickness.
 - ii. Small areas of contusion lateral aspect of the left femoral lobe.
 - iii. Nondisplaced fracture, anterior wall of the right maxillary sinus.
 - iv. Hemorrhage, right maxillary, right ethmoid, right sphenoid sinuses.

Maurer, James 000052364 211-D Hugh D. Newman, III, D.O.	Admission: 12/04/05  Rehabilitation Hospital of Altoona 2005 Valley View Boulevard Altoona, PA 16602
---	--

FINAL COPY 12/06/05

HISTORY/PHYSICAL EXAMINATION - PAGE 6 -

- B. Abnormal CT scan of chest.
 - i. Two small nodules, right mid lower field likely representing granulomas. However, metastasis cannot be excluded.
 - ii. Enlarged prostate measuring 6.7 x 7.1 cm.
- C. CT of abdomen would be a moderate sized hiatal hernia, retrocardiac region.
- D. Status post ligation of facial artery; debridement, irrigation, and complex wound closure totally in 6 cm of combined intraoral and facial laceration performed by Dr. Lampard, 12/01/05 secondary to through-and-through left commissure area laceration plus laceration of the facial artery.
- E. Multiple contusions and abrasions.
- F. Superior ramus fracture on the right (pelvic fracture).
- G. Left basilar atelectasis/pulmonary contusion.
- H. One or possibly two left rib fractures.
- I. Limited extraocular eye movement on right attributable to soft tissue swelling.
- J. Dysarthria.
- K. Lethargy.
- L. Dysphagia.
- M. Gait instability.
- N. Leukocytosis.
- O. Anemia.
- 2. Hypertension.
- 3. Chronic obstructive pulmonary disease.
- 4. Questionable dementia.
- 5. Status post cataract surgery.

PLAN:

- 1. The patient will be admitted to and participate in inpatient PT/OT/speech therapy program designed to increase this patient's general muscle strength, range of motion, ambulatory ability, endurance, balance, and transfers along with increasing his ADLs, IADLs, mobility, standing, cognitive, linguistic, and swallowing function to the maximum of his ability before discharge.
- 2. We will consult Mainline Medical for medical management and follow their recommendations.

Maurer, James 000052364 211-D Hugh D. Newman, III, D.O.	Admission: 12/04/05 HS HEALTHSOUTH Rehabilitation Hospital of Altoona 3005 Valley View Boulevard Altoona, PA 16602
---	---

FINAL COPY 12/06/05

HISTORY/PHYSICAL EXAMINATION - PAGE 7 -

3. We will follow up with Altoona Trauma after discharge, get chest x-ray before appointment.
4. We will follow up with PCP after discharge. Follow up with Dr. Louton after discharge. Follow up with Dr. Osgood as needed.
5. We will follow up with usual eye care provider after discharge.
6. We will consult Dr. Cronauer for visual screen and follow his recommendations.
7. We will check neuro checks every 8 hours with vital signs calling any abnormalities from baseline.
8. The patient will be weightbearing as tolerated bilateral lower extremities with assistance.
9. He will ambulate with postoperative boot to left foot.
10. Pain will be assessed using a 0 to 10 pain scale and pain medication administered accordingly.
11. Skin care protocol will be instituted by nursing.
12. The patient will be provided a pureed diet with honey-thickened liquids until further evaluated by speech therapy.
13. Baseline laboratory data will be drawn, addressing any abnormalities.
14. We will check noninvasive Doppler studies on admission due to the client's history of traumatic brain injury and decreased mobility at this time.
15. We will get psych evaluation due to history of traumatic brain injury and questionable dementia premorbidly and follow their recommendations.
16. The patient will be continued on premorbid medications.

GOALS:

1. The patient will be medically stable during his stay at rehab.
2. The patient will be surgically stable during his stay at rehab.
3. The patient will be free of DVT at rehab.
4. The patient will be free of injury at rehab.
5. The patient will be nutritionally sound at rehab.
6. The patient's pain will be effectively managed at rehab.
7. The patient's skin integrity will show signs of improvement during his stay at rehab.
8. The patient will show signs of increased general muscle strength, range of motion, ambulatory ability, endurance, balance, and transfers along with increasing his ADLs, IADLs, mobility, standing, cognitive, linguistic, and swallowing function to the maximum of his ability before discharge.
9. The patient will be discharged back to home under the care of his family or the most appropriate care facility after discussion with the patient, the patient's family, and case management.

Maurer, James 000052364 211-D Hugh D. Newman, III, D.O.	Admission: 12/04/05 HS HEALTHSOUTH. Rehabilitation Hospital of Altoona 1005 Valley View Boulevard Altoona, PA 16602
---	--

FINAL COPY 12/06/05

HISTORY/PHYSICAL EXAMINATION - PAGE 8 -

Goals for this patient have been presented to the patient and will be discussed with the patient's family when they arrive.

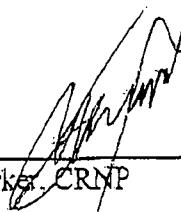
PROGNOSIS: For this patient to return to his previous living status is fair-to-good.

ESTIMATED LENGTH OF STAY: 1 to 2 weeks.

REHAB POTENTIAL: Fair-to-good.

POTENTIAL BARRIERS: General medical condition, cognition, pain management, gait instability.

SAFETY: Fair.


Nate Harker, CRNP


Hugh D. Newman, III, D.O.

Date Dictated: 12/05/05
Date Transcribed: 12/06/05
Transcribed by: cbt-9425
Job# 50723411

Maurer, James 000052364 211-D Hugh D. Newman, III, D.O.	Admission: 12/04/05 HEALTHSOUTH Rehabilitation Hospital of Altoona 2005 Valley View Boulevard Altoona, PA 16602
---	--

HEALTHSOUTH
Rehabilitation Hospital of Altoona
2005 Valley View Boulevard
Altoona, PA 16602

CLEARFIELD HOSPITAL, P.O. BOX 992, CLEARFIELD, PA 16830
DISCHARGE SUMMARY

PATIENT: MAURER, JAMES

MR#: 124879

Daniel E. Huckestein, D.O.

ADMITTED: 03/15/06

DISCHARGED: 03/17/06

DISCHARGE DIAGNOSES:

1. Severe hypercalcemia.
2. Possible pathological fractures of two thoracic vertebrae secondary to possible metastasis possibly secondary to prostate carcinoma.
3. Dehydration.
4. Urinary tract infection.
5. Chronic obstructive pulmonary disease.
6. Atelectasis.
7. Anemia.
8. Microcytosis.
9. History of intracranial subdural bleed.
10. Organic brain syndrome.
11. Hypoxemia.
12. Sinus tachycardia.
13. Prostatic hypertrophy with possible prostate carcinoma due to severely elevated prostatic specific antigen.
14. Hypokalemia.
15. Hypermagnesemia.

HISTORY: This is an 86-year-old male patient from Mountain Laurel Nursing Home who was found to have an elevated calcium level and was also noted to be lethargic and somewhat confused. With these changes, the patient was sent to the Emergency Room for evaluation and was admitted to the hospital for dehydration and possible renal failure and hypercalcemia.

HOSPITAL COURSE: The patient was placed on IV fluids and IV diuretics as well as calcitonin and Aredia 90 mg IV over four hours. The patient did have some slight improvement in respect to his mental status. The patient was unable to answer questions at time of the initial exam and then was answering some questions the second day following treatment over that day. The patient did have a consultation with Dr. Stainbrook who examined this patient rather thoroughly. He did review the Mountain Laurel notes and laboratory tests that were done there, which revealed a parathyroid to be in the normal range. Vitamin D level was normal. It was thought that the patient possibly had a neoplastic process going on with osteoblastic activity or metastasis to bone. The patient had a CAT scan of his chest and abdomen, which revealed T10-T11 vertebral body changes consistent with possibly an early pathological fracture. It is noted on CAT scan that this may be associated with multiple myeloma or metastatic lesion. The patient also had a massively enlarged prostate with no specific focus for a carcinoma; however, these CAT scans were noncontrast. The patient had a ch

PLAINTIFF'S
EXHIBIT

5

CLEARFIELD HOSPITAL, P.O. BOX 992, CLEARFIELD, PA 16830
DISCHARGE SUMMARY

PATIENT: MAURER, JAMES

MR#: 124879

infiltrate. A 2-D echo of the heart revealed a normal left ventricular ejection fraction of 55 to 60% and trace to mild mitral and tricuspid valve insufficiency. CAT scan of the brain revealed mild atrophy. The patient did complain of discomfort in the pelvic region secondary to a fall. X-rays of the pelvis and right hip were negative for a fracture. Urinalysis revealed the patient to have a positive urinary tract infection of *proteus mirabilis* greater than 100-colony forming units sensitive to levothyroxine. The patient also had a less than 10,000-colony forming unit of *Enterococcus faecalis*. This was also sensitive to levothyroxine. The patient had a PSA level done and it was not in the normal range. Normal range is 0 to 4. PSA was 32.13. The TSH level was 2.28. Free T4 was 1.06. The patient's BUN was 76 and creatinine 3.3. Calcium level was initially 20+ in the Nursing Home. The patient had an elevated magnesium of 2.6. The patient also had a low potassium level and we tried to replace this. During his hospital stay he had a problem with dysphagia. He would also not take his medications. He had episodes of sinus tachycardia into the range of 150s. IV Lopressor did improve this. I did discuss this case thoroughly with the family and discussed the possibility of a neoplastic process to the lumbar spine and possible prostate cancer and other neoplastic process going on. The family requested that no further invasive testing be done, no prostate biopsy and no bony biopsy. Also, due to his inability to eat this raised the issue of a feeding tube placement. The patient refused this as well. This case was discussed with the power of attorney, David and Donna, who elected to make this patient a Hospice patient and requested the patient stay in the hospital to have Hospice care done. There were multiple family members in the room at the time of this dictation and they all express the same feelings.

DISPOSITION: The patient was discharged to Hospice. The patient will receive Hospice care in the hospital.

DATE: 3.23-06

PHYSICIAN'S SIGNATURE: David J. Maurer, MD

D: 03/18/2006 10:31:21

T: 03/20/2006 12:11:42

DEH/mjw

111605

WARNING: IT IS ILLEGAL TO ALTER THIS COPY OR
TO DUPLICATE BY PHOTOSTAT OR PHOTOGRAPH.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH VITAL RECORDS

LOCAL REGISTRAR'S CERTIFICATION OF DEATH



CERT. NO. T 6018472

March 24, 2006

Date of Issue of This Certification

Name of Decedent

James

E.

Maurer

Sex Male

First

Middle

187-12-3705

Last 03-19-2006

Sex

Social Security No.

Date of Death

Date of Birth

01-24-1920

Birthplace

Philipsburg, Pennsylvania

Place of Death Clearfield Hospital

Clearfield

Clearfield

Pennsylvania

Facility Name

White

Race

Occupation

Grocery Employee

City, Borough or Township

Armed Forces? (Yes or No)

Marital Status Married

Decedent's

1099 Troy-Hawk Run Highway, Philipsburg, PA 16866

Informant Sara Jane Maurer

Number

Street

R. Joel Heath

City or Town

State

Name and Address of Funeral Establishment

Beezer-Heath Funeral Home, 719 E, Spruce St., Philipsburg, PA 16866

Funeral Establishment

Interval Between
Onset and Death

Part I: Immediate Cause

(a) Probable Metastatic Prostate CA

(b)

(c)

(d)

Part II: Other Significant Conditions

Manner of Death

Describe how injury occurred:

Natural

Homicide

Accident

Pending Investigation

Suicide

Could not be Determined

Name and Title of Certifier

Dan Huckestein, MD

(M.D., D.O., Coroner, M.E.)

Address

710 Brisbin St., Houtzdale, PA 16651

This is to certify that the information here given is correctly copied from an original certificate
of death duly filed with me as Local Registrar. The original certificate will be forwarded to the
State Vital Records Office.

PLAINTIFF'S
EXHIBIT

6

March 20, 2006

Date Received by Local Registrar:

PENGAD 800-631-6899

Local Registrar of Vital Records

986 Clara St.

Houtzdale 16651

17-183

District No.

Street Address

City, Borough, Township



BERGER AND GREEN

Attorneys at Law

CASE EVALUATION RETAINER AGREEMENT

Cynthia C. Berger
Laurence B. Green
William J. Remaley
William J. Begley
Mark F. Bennett
Michael W. Zimecki

I do hereby appoint the law firm of Berger and Green to institute and maintain an action against Bobbi Lynn Stagi and any other person, firm or corporation who may be responsible for damages sustained on December 1, 2005, or to effect an amicable settlement of claim, with my consent.

I agree that out of whatever sum secured by my attorneys or by me from any responsible person, entity or insurance carrier, my attorneys shall retain 33 1/3% of the gross recovery, as well as their costs, if the matter is resolved prior to litigation or arbitration. In the event that litigation or arbitration proceedings are commenced, I agree that my attorneys shall receive 40% of the gross sum secured by them or by me from any responsible person, entity or insurance carrier, as well as their costs. I understand that my attorneys will have no claim for any fees or costs if no money is recovered by means of settlement, litigation or arbitration for me.

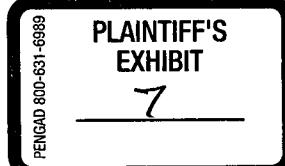
I recognize that my attorneys reserve the right to withdraw from my case if, after investigation, they determine that there is no merit to the claim.

I hereby authorize my attorneys to make disclosure of my health information to anyone necessary regarding my representation.

I hereby acknowledge receipt of a duplicate copy of the Case Evaluation Retainer Agreement.

✓ James G. Maurer (SEAL)
James Maurer

Date: ✓ 12/9/05



Suite 200
5850 Ellsworth Avenue
Pittsburgh, PA 15232

412 661-1400 FAX 412 661-9423

Erie, PA 814 459-0522

Johnstown, PA 814 535-2224

Sharon, PA 724 981-7232



BERGER AND GREEN

Attorneys at Law

CASE EVALUATION RETAINER AGREEMENT

Cynthia C. Berger
Laurence B. Green
William J. Remaley
William J. Begley
Mark F. Bennett
Michael W. Zimecki

I do hereby appoint the law firm of Berger and Green to institute and maintain an action against Bobbi Lynn Stagi and any other person, firm or corporation who may be responsible for damages sustained on December 1, 2005, or to effect an amicable settlement of claim, with my consent.

I agree that out of whatever sum secured by my attorneys or by me from any responsible person, entity or insurance carrier, my attorneys shall retain 33 1/3% of the gross recovery, as well as their costs, if the matter is resolved prior to litigation or arbitration. In the event that litigation or arbitration proceedings are commenced, I agree that my attorneys shall receive 40% of the gross sum secured by them or by me from any responsible person, entity or insurance carrier, as well as their costs. I understand that my attorneys will have no claim for any fees or costs if no money is recovered by means of settlement, litigation or arbitration for me.

I recognize that my attorneys reserve the right to withdraw from my case if, after investigation, they determine that there is no merit to the claim.

I hereby authorize my attorneys to make disclosure of my health information to anyone necessary regarding my representation.

I hereby acknowledge receipt of a duplicate copy of the Case Evaluation Retainer Agreement.

✓ Donna Lawrence (SEAL)
Donna Lawrence, Representative of James
Maurer

Date: ✓ 3/19/06

PLAINTIFF'S
EXHIBIT

8

Suite 200
5850 Ellsworth Avenue
Pittsburgh, PA 15232

412 661-1400 FAX 412 661-9423

Erie, PA

Monroeville, PA 814 535-2224

Sharon, PA 724 981-7232

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 NOT ACTING PROPERLY. THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 P.A.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 ITS CONTENTS.

Dec. 19 2005
(Date)

Sara Lawrence Maurer
Sara Lawrence Maurer (Principal)

KNOW ALL MEN BY THESE PRESENTS, that I, Sara Lawrence Maurer, of Clearfield County, Pennsylvania, by these Presents do constitute, make and appoint David Lawrence my true and lawful Agent:

1. To ask, demand, sue for, recover and receive all sums of money, debts, goods, merchandise, chattels, effects and things of whatsoever nature or description which are now or hereafter shall be or become owing, due, payable, or belonging to me in or by any right whatsoever, and upon receipt thereof, to make, sign, execute and deliver such receipts, releases, or other discharges for the same, respectively, as my Agent shall think fit.
2. To deposit any money which may come into the hands of my Agent with any bank or banker, either in my name or my Agent's name, and to withdraw any such money as my Agent shall think fit; to sign mutual savings bank and federal savings and loan association withdrawal orders; to sign and endorse checks payable to my order and to draw, accept, make,

PLAINTIFF'S
EXHIBIT

9

PENCOAD 800-631-6969

endorse, discount, or otherwise deal with any bills of exchange, check, promissory notes or other commercial or mercantile instruments; to borrow any sums of money on such terms and with such security as my Agent may think fit and for that purpose to execute all notes or other instruments which may be necessary or proper; and to have access to any and all safe deposit boxes registered to my name.

3. To sell, assign, transfer, and dispose of any and all stocks, bonds, including U.S. Savings Bonds, loans, mortgages or other securities registered in my name; and to collect and receipt for all interest and dividends due and payable to me.
4. To invest in my name in any stock, shares, bonds, securities or other property, real or personal, and to vary such investments as my Agent may deem best; and to vote at meetings of shareholders or other meetings or any corporation or company and to execute any proxies or other instruments in connection therewith.
5. To commence, prosecute, discontinue or defend all actions or other legal proceedings touching my estate or any part whatsoever, or touching an matter in which I or my estate may be in any wise concerned; to settle, compromise, or submit to arbitration any debt, demand or other right or matter due me or concerning my estate, to execute and deliver such releases, discharges or other instruments or documentation as deemed necessary and advisable; and to satisfy mortgages, including the execution of good and sufficient release, or other discharge of such mortgage.
6. To execute, acknowledge and file Federal, State, and local income tax and personal property tax returns, and to receive government benefits that may be taxable to me or to which I may be entitled.
7. To engage, employ and dismiss any agents, clerks, servants or other persons as my Agent shall deem necessary and advisable.
8. To enter into and upon all and singular my real estate, and to let, manage, and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure and buildings thereon; to sell, either at public or private sale or exchange any part of parts of my real estate or personal property for such consideration and upon such term as my Agent shall think fit, and to execute and deliver good and sufficient deeds or other instruments for the conveyance or transfer of the same, and to give good and effectual receipts for all or any part of the purchase price or other consideration; and to mortgage; including purchase money mortgage, and to execute bonds and warrants and all other instruments and documents in connection therewith and relating thereto, and such power shall not be in limitation of any other powers herein set forth.

9. To contract with any person for leasing for such periods at such rents and subject to such conditions as my Agent shall see fit, all or any of my said real estate; to let any such person into possession thereof; to execute all such leases and contracts as shall be necessary or proper in that behalf; to give notice to quit any tenant or occupier thereof; and to receive and recover from all tenants and occupiers thereof or of any part thereof all rents, arrears of rent, and sums of money which now are or shall hereafter become due and payable in respect thereof; and also on nonpayment thereof or any part thereof to take all necessary or proper means and proceedings for determining the tenancy or occupation of such tenants or occupiers, and for ejecting the tenants or occupiers and recovering the possession thereof.
10. To create a trust for my benefit or make additions to an existing trust, to engage in insurance transactions, to engage in retirement plan transactions, and handle interests in estates and trusts; to claim an elective share of a deceased spouse, or to disclaim any interest in property; to renounce a fiduciary position.
11. To pay any of my debts or obligations.
12. To authorize my admission to a medical, nursing, residential or similar facility and to enter into agreements for my care.
13. To authorize medical and surgical procedures.
14. In the event any proceedings are commenced due to my incapacity, which may result in the appointment of a guardian of my person and/or estate, I nominate David Lawrence to serve as the guardian of my person and my estate.
15. In general, to do all other acts, deeds, matters and things whatsoever in or about my estate, property and affairs and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own proper person if personally present, giving to my said Agents power to make and substitute an Agents or agents for the purpose herein described, hereby ratifying and confirming all that the said Attorneys or substitute or substitutes shall do therein by virtue of these presents.
16. In addition to the powers and discretion herein specifically given and conferred upon my Agent and notwithstanding any usage or custom to the contrary, to have the full power, right, and authority to do, perform and to cause to be done and performed all such acts, deeds, matters and things in

connection with my property and estate as provided in 20 P.A.C.A. Section 5602.

17. For purposes of this instrument, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.
18. This Durable Power of Attorney shall not be affected by my subsequent disability, but shall remain in full force and effect.
19. This Durable Power of Attorney shall be revoked by my giving to any Agent acting hereunder written notification of the revocation, which notice shall not be considered binding unless actually received.
20. I hereby expressly authorize and direct that for any and every purpose a photocopy of this Power of Attorney shall be deemed an original thereof and any person or entity shall be fully protected in acting upon such copy with like effect as if it were the original hereof.
21. Notwithstanding any other provisions herein, each person designated as my Agent shall have the full authority to act on my behalf under this Durable Power of Attorney by himself or herself alone, without the necessity of the joinder and consent of any other Agent named herein.

IN WITNESS WHEREOF, I, SARA LAWRENCE MAURER have hereunto set my hand and seal this 19 day of December 2005.

WITNESS:

Judith Way
Beth J. Maurer

Sara Lawrence Maurer (SEAL)
Sara Lawrence Maurer
David Lawrence
David Lawrence

ACKNOWLEDGEMENT BY AGENT

I, DAVID LAWRENCE, have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 P.A.C.S. when I act as agent:

I shall exercise the powers for the benefit of the principal.

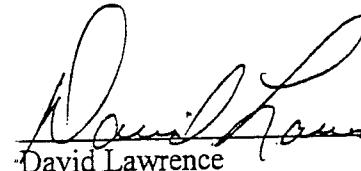
I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Dec 19, 2005

(Date)


David Lawrence

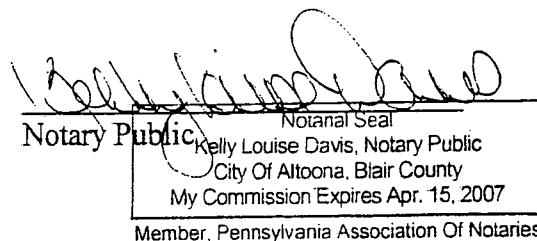
(Agent)

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Blair) SS:
)

On this the 10 day of September, 2005, before me, the undersigned officer, personally appeared , known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he or she executed the same for the purpose therein contained. Upon personal observation, the affiant appeared to be lucid, in control of his or her faculties, to understand the nature of the within instrument, and to be acting voluntarily in affixing his or her signature thereto.

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator
of the ESTATE OF JAMES E. MAURER,
deceased, and SARA JANE MAURER,
individually,

CIVIL DIVISION

Plaintiffs,

No. 07-1909 CD

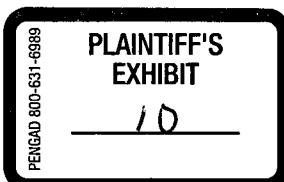
v.

BOBBIE STAGI and PATRICK STAGI,

Defendants.

RELEASE

FOR THE SOLE CONSIDERATION OF Sixty Thousand and NO/100 Dollars (\$60,000.00), David Lawrence, as Administrator of the Estate of James E. Maurer, deceased, and as Attorney-in-Fact for Sara Jane Maurer [hereinafter Releasor], being of legal age and having the capacity to enter into this Agreement, hereby release, acquit and forever discharge Bobbi Stagi, Patrick Stagi and Sentinel Insurance Company, Ltd., their heirs, successors and assigns, and/or their affiliates, divisions and related companies and entities [hereinafter Releasees], and any and all other persons or entities, known or unknown, from any and all actions, causes of action, claims and demands, damages, costs, loss of services, expenses and compensation, including but not limited to wrongful death and survival actions, on account of or in any way growing out of any and all known and unknown personal injuries and property damage resulting or to result from an incident which occurred on or about December 1, 2005, which incident is the subject of a lawsuit filed at Civil Action No. 07-1909 CD in the Court of Common Pleas of Clearfield County, Pennsylvania, which Releasors hereby agree to settle and discontinue with prejudice and dismiss pursuant to this Release.



Releasor hereby agrees to indemnify and save harmless Releasees from all further claims or demands, cost or expense arising out of the injuries or damage sustained by Releasor.

The terms and conditions of this Release and Settlement Agreement are subject to the written approval and consent of the Court of Common Pleas of Crawford County, Pennsylvania, and/or any other court with jurisdiction over The Estate of James E. Maurer and Sara Jane Maurer, which approval and consent shall become part of this Release and Settlement Agreement as though the same were set forth in full and in its entirety.

As part of the settlement agreement, Releasor shall pay the record costs and Releasees shall not be responsible to either pay or reimburse Releasor for said costs.

It is further agreed that in the event other parties, persons, firms, corporations and associations are responsible to Releasor for damages resulting from this incident, the execution of this agreement shall operate as a satisfaction of Releasor's claim against such other parties.

Releasor hereby agrees that any claims or liens made against the Estate of James E. Maurer and/or Sara Jane Maurer by any insurer, self-insurer, government entity or other provider, including but not limited to Medicare and/or Medicaid, whether for medical care and/or workers' compensation benefits or otherwise, shall be paid by and/or be the responsibility of Releasor and not the Releasees herein. In the event that Releasor fails to fully reimburse the providers for the benefits paid by them for or on behalf of, or for the benefit of, the Releasor, and such providers seek to recover their claims and/or make a demand for payment against these Releasees, Releasor agrees to fully indemnify and hold the Releasees harmless from and against any and all such claims or demands.

It is expressly warranted by Releasor that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or

representation of the person or parties released, or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefor; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

Releasor understands and agrees that this Release shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

RELEASOR HEREBY ACKNOWLEDGES THAT HE HAS READ THIS RELEASE, HAS CONFERRED WITH HIS ATTORNEY, AND UNDERSTANDS THAT BY SIGNING THIS RELEASE, HE HAS RELEASED CERTAIN RIGHTS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Signed and sealed this _____ day of _____, 2009.

David Lawrence, Administrator of
the Estate of James E. Maurer and
Attorney-in-Fact for Sara Jane Maurer

Witness

Address

Witness

Address

RELEASE AND AGREEMENT

CLAIM #. 010110570871

Under policy Q03 2506120 issued by ERIE INSURANCE EXCHANGE/ERIE INSURANCE COMPANY, I/we, claiming coverage for myself/ourselves or on behalf of The Estate of James Maurer

For the consideration of Twenty five thousand dollars and 00/100

dollars (\$25,000.00),

which I/we have received, RELEASE AND DISCHARGE ERIE INSURANCE EXCHANGE/ERIE INSURANCE COMPANY from any and all claims, causes of action or other rights which I/we have, have had or could have under the

coverage as set forth in said policy, which claims, causes of action or other rights arose or could have arisen as a result of a loss or accident which happened on the 1st day of December 2005 (year) at or near Troy Hawk Run Hwy. Philipsburg

in the county of Centre in the State of Pennsylvania

In consideration of such payment, I/we agree as follows: 1) to assign Erie Insurance Exchange/Erie Insurance Company to my/our rights of recovery against any person(s) or party(ies) legally liable to me/us, to the amount of and for the purpose of the payment noted above; 2) that I/we have not and will not make any separate settlement with nor give any separate release to any person(s) or party(ies) who caused or are alleged to have caused the above mentioned loss or accident; 3) that suit may be instituted by Erie Insurance Exchange/Erie Insurance Company in my/our name; 4) to execute all papers required to commence such suit; and 5) to cooperate in prosecuting any or all actions which Erie Insurance Exchange/Erie Insurance Company may bring to recover from any person(s) or party(ies) for the claims or causes of action which I/we have growing out of said loss or accident.

It is expressly understood and agreed that, out of any amount recovered, costs of collection, including but not limited to counsel fees, shall be first paid to ERIE INSURANCE EXCHANGE/ERIE INSURANCE COMPANY. Except in states which apply comparative negligence in determining legal liability, any recovery in excess of collection costs shall be paid to me/us, up to the full extent of my/our loss. In states which apply comparative negligence, any recovery of my/our loss, in excess of collection costs, shall be reduced by a factor equal to the percentage of my/our negligence which contributed to cause the above mentioned accident, before it is paid to me/us.

I/We further understand and agree that this Release & Agreement is inclusive of any and all present and future liens or claims for subrogation against the payments to be made in accordance with this Release & Agreement. I/we understand and agree that I/we are responsible for the payment of any liens or charges against the payments to be made hereunder should any such liens, subrogation, claims or claims for expenses and charges be asserted. This includes, but is not limited to, medical expense liens, worker's compensation liens, ERISA liens, liens asserted by any federal, state or local governmental entity or agency or any medical expense claim. Should any person or entity make claim for payment of any liens or charges against The ERIE or their counsel, I/we agree to indemnify and hold harmless The ERIE and their counsel from any and all such liens, charges, fees, claims, attorney fees, costs, interests and any other sum.

I/We understand that this settlement is the compromise of a disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

Intending to be legally bound thereby, WITNESS my/our hand(s) and seal(s) this _____ day of _____ (year)

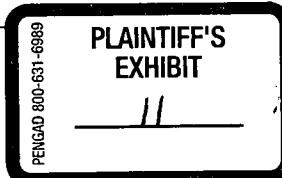
NOTICE Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

WITNESSES:

X sign _____ (Seal)

X Print _____ (Seal)

C-7A-PA (R) 12/04





Branch Office • 3410 West 12th Street • Erie, Pennsylvania 16505 • 814.451.5000
Toll free 1.877.771.3743 • Fax 814.451.5060 • www.erieinsurance.com

James J. Witkowsky, CPCU, AIC, AIM
Assistant Vice President & Claims Manager
Erie Branch Office

January 17, 2006

James Maurer
1099 Troy Hawk Run Hwy.
Philipsburg, PA 16866 -7922

Re: ERIE Claim # 010110570871
Loss Date: 12/01/05

Dear Mr. Maurer:

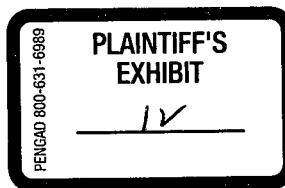
We have now paid the medical limit under the First Party Benefit portion of your insurance policy. Submit all additional bills for treatment to your health insurance carrier along with a copy of this letter.

Sincerely,

Kathleen Hart
Medical Management Specialist
814-451-5031

/SRH GEN20

cc: File



02/14/2006
11:09

Claims Management System
Medical Management Print
Medical Payments

CSPP060B
Page: 1
Req: HART , K

Claim: 010110570871 Ins: JAMES MAURER &

Claimant: 001 JAMES MAURER

Limit: 5000.00 Paid: 5000.00

CK	Amount	Payee	Service Date
Q608197	1710.00	CENTER FOR EMERGENCY MEDICINE	20051201 to 20051201
Q648079	168.00	PHYSICAL REHABILITATION	20051204 to 20051204
Q648128	120.00	PHYSICAL REHABILITATION	20051201 to 20051201
Q648182	544.00	PHYSICAL REHABILITATION	20051205 to 20051211
Q648883	544.00	PHYSICAL REHABILITATION	20051212 to 20051218
Q649536	424.00	PHYSICAL REHABILITATION	20051219 to 20051222
Q665068	103.17	ALTOONA REGIONAL HEALTH	20051210 to 20051210
Q609462	1386.83	ALTOONA HOSPITAL	20051201 to 20051204



PENGAD 800-631-6989

**PLAINTIFF'S
EXHIBIT**

13

Payment Summary Form

REPORT NUMBER: RMCAN-55

CONTRACTOR: MEDICARE SECONDARY PAYOR RECOVERY CONTRACTOR

BENEFICIARY NAME: MAURER, JAMES E
BENEFICIARY HICN: 187123705A

CASE ID: 200612109000162
CASE TYPE: LIABILITY
DATE OF INCIDENT: 12/01/2005

DATE: 03/20/2009

TCS	ICN	LINE	PROCESSING CONTRACTOR	PROVIDER NAME	DIAGNOSIS CODE	FROM DATE	TO DATE	TOTAL CHARGES	REIMBURSED AMOUNT	CONDITIONAL PAYMENT
60	20602500400301	0	363	ALTOONA REGIONAL HEALTH SYSTEM	85221,36250, 4019,496,600	12/01/2005	12/04/2005	\$29,122.39	\$9,738.44	\$9,738.44
60	20603111041304	0	10	HEALTHSOUTH REHAB HOSP OF ALTONA	80320,V4589, 5180,5533,78	12/04/2005	12/22/2005	\$28,061.75	\$18,794.71	\$18,794.71
40	20630711474504	0	450	MOUNTAIN LAUREL NRC	85400,36250, 72,4019,496,807	12/22/2005	12/30/2005	\$2,336.41	\$1,339.98	\$1,339.98
40	20609706796701	0	363	ALTOONA REGIONAL HEALTH SYSTEM	8509,8028,80 709	12/27/2005	12/27/2005	\$108.60	\$21.89	\$21.89
40	20733300876704	0	450	MOUNTAIN LAUREL NRC	85400,36250, 4019,496,807	01/02/2006	01/27/2006	\$6,873.38	\$3,875.81	\$3,875.81
40	20633905700604	0	363	CLEARFIELD HOSPITAL	85300	01/18/2006	01/18/2006	\$665.00	\$105.64	\$105.64
40	20633905700804	0	363	CLEARFIELD HOSPITAL	85300	01/26/2006	01/26/2006	\$665.00	\$105.64	\$105.64
40	20630715224204	0	450	MOUNTAIN LAUREL NRC	85400,36250, 4019,496,807	01/30/2006	01/30/2006	\$66.99	\$46.61	\$46.61
40	20630739600904	0	450	MOUNTAIN LAUREL NRC	85400,36250, 0,4019,496,807	02/01/2006	02/16/2006	\$826.03	\$574.73	\$574.73
71	871506040015070	1	865	HAWKINS JR, RICHARD F	9599,72981,8 5221,9592	12/01/2005	12/01/2005	\$38.00	\$7.37	\$7.37
71	871506040015070	2	865	HAWKINS JR, RICHARD F	9599,72981,8 5221,9592	12/01/2005	12/01/2005	\$42.00	\$7.06	\$7.06

Payment Summary Form

REPORT NUMBER: RMCA-N-55

CONTRACTOR: MEDICARE SECONDARY PAYER RECOVERY CONTRACTOR

BENEFICIARY NAME: MAURER, JAMES E

BENEFICIARY HICN: 187123705A

DATE: 03/20/2009

CASE ID: 200612109000162

CASE TYPE: LIABILITY

DATE OF INCIDENT: 12/01/2005

TOS	ICN	LINE	PROCESSING CONTRACTOR	PROVIDER NAME	DIAGNOSIS CODE	FROM DATE	TO DATE	TOTAL CHARGES	REIMBURSED AMOUNT	CONDITIONAL PAYMENT
7 1	871506040015070	3	865	HAWKINS JR, RIC HARD F	9592,72981,8 5221,9599	12/01/2005	12/01/2005	\$54.00	\$7.37	\$7.37
7 1	871506040015070	4	865	HAWKINS JR, RIC HARD F	72981,85221, 9592,9599	12/01/2005	12/01/2005	\$43.00	\$7.06	\$7.06
7 1	871506037020050	1	865	BUDD, ROBERT M OSGOOD, CARROLL P	95909,37842 7295,431	12/01/2005	12/01/2005	\$140.00	\$76.75	\$76.75
7 1	871806080157710	1	865	LOUTON, ROBERT B	8024, E8147	12/01/2005	12/01/2005	\$121.00	\$110.43	\$110.43
7 1	871207186063120	1	865	OSGOOD, CARROLL P	7295	12/04/2005	12/04/2005	\$175.00	\$76.75	\$76.75
7 1	871105357796570	1	865	OSGOOD, CARROLL P	7295	12/12/2005	12/12/2005	\$175.00	\$28.22	\$28.22
7 1	871106038871940	1	865	LAMPARD, SIMON D	8509, 8028, 80 709	12/27/2005	12/27/2005	\$69.50	\$27.71	\$27.71

SUM OF TOTAL CHARGES: \$69,858.05
 TOTAL CONDITIONAL PAYMENT: \$34,980.39

James E. Maurer
CIS No.:

LIEN PRO-RATION WORKSHEET

Total Settlement Amount 85,000.00

Total Costs 4,114.86

Total lien 34,980.39

fee 40.00%

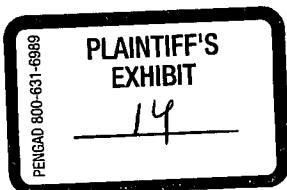
Auto Calculations

pro-rated fee 13992.156

pro-rated costs ratio 0.411534 amount 1693.405

total deductions 15685.5608

Net lien payable 19,294.83



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
BUREAU OF FINANCIAL OPERATIONS
DIVISION OF THIRD PARTY LIABILITY
ESTATE RECOVERY PROGRAM
PO BOX 8486
HARRISBURG, PA 17105-8486

October 5, 2006

BERGER AND GREEN PC
MICHAEL W ZIMECKI ESQUIRE
5850 ELLSWORTH AVE STE 200
PITTSBURGH PA 15232

Re: JAMES MAURER
CIS #: 840178395
SSN: 187-12-3705
Date of Death: 03/19/2006

Dear Mr. Zimecki:

Please be advised that the Department of Public Welfare maintains a claim in the amount of \$6,915.60 against the above-mentioned estate. This claim is for restitution of medical assistance granted on behalf of the decedent for which the Probate Estate is now responsible to reimburse the Department according to Act 49, 62 P.S. 1412, effective August 15, 1994, as amended by Act 20-95, effective June 30, 1995. Enclosed is the Department's itemized statement of claim.

A portion of this medical expense, namely \$6,915.60, was incurred during the last six months of the decedent's life; therefore, it is a Class 3 claim pursuant to Section 3392 of the Decedents, Estates, and Fiduciaries Code, 20 Pa. C.S.A. 3392(3). The balance of the claim, namely \$0.00, is to be entered as a priority Class 6 claim against the estate.

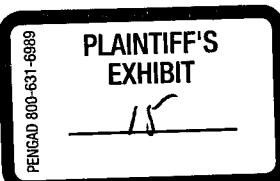
Please acknowledge receipt of this letter and advise whether the Commonwealth's claim is admitted and when payment may be expected. If the estate accounting is complete, please provide a copy. If the estate contains real estate, please provide copies of the deed, the latest tax assessment, and a current appraisal, if available.

Sincerely,



Nicole L. Lipscomb
TPL Program Investigator
717-772-6606
717-772-6553 FAX

Enclosure
cc: David Lawrence





COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
BUREAU OF FINANCIAL OPERATIONS
TPL SECTION - CASUALTY UNIT
PO BOX 8466
HARRISBURG PA 17105-8466

October 5, 2006

STATEMENT OF CLAIM SUMMARY

NAME	Estate of MAURER, JAMES		
ID	840 178 395		

MEDICAL	CLASS 3	CLASS 6	TOTAL
INPATIENT	.952.00	.00	.952.00
OUTPATIENT	18.10	.00	18.10
LONG TERM CARE	5,945.50	.00	5,945.50
DRUG	.00	.00	.00
REIMBURSEMENT TO DPW	6,915.60	.00	6,915.60

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE

October 5, 2006

STATEMENT OF CLAIM

NAME	MAURER, JAMES
ID	840 178 395

CLEARFIELD HOSPITAL
INPATIENT BILLING
BOX 992/809 TURNPIKE AVE
CLEARFIELD PA 16830

DATE OF SERVICE	PAYMENT DATE	ORIGINAL CRN	ADJUSTED CRN	USUAL CHARGES	AMOUNT APPROVED
-----------------	--------------	--------------	--------------	---------------	-----------------

03/15/06 - 03/17/06 05/15/06 27061110001960001 12,867.95 952.00

DIAGNOSIS 1 : 27542 HYPERCALCEMIA

DIAGNOSIS 2 : 73313 PATHOLOGIC FRACTURE OF VE

PROC CODE : 000000

PROVIDER SUB TOTAL	CLEARFIELD HOSPITAL 01 100747400 0033	12,867.95	952.00
--------------------	--	-----------	--------

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE

October 5, 2006

STATEMENT OF CLAIM

NAME	MAURER, JAMES
ID	840 178 395

MOUNTAIN LAUREL N R C

700 LEONARD ST

CLEARFIELD PA 16830

DATE OF SERVICE	PAYMENT DATE	ORIGINAL CRN	ADJUSTED CRN	USUAL CHARGES	AMOUNT APPROVED
-----------------	--------------	--------------	--------------	---------------	-----------------

02/01/06 - 02/28/06 07/31/06 27061844024250001 3,619.00 3,619.00

DIAGNOSIS 1: 85400 BRAIN INJURY NEC

DIAGNOSIS 2: 0

PROC CODE: 000000

03/01/06 - 03/19/06 07/31/06 27061844024290001 2,326.50 2,326.50

DIAGNOSIS 1: 85400 BRAIN INJURY NEC

DIAGNOSIS 2: 0

PROC CODE: 000000

PROVIDER SUB TOTAL	MOUNTAIN LAUREL N R C 03 100778363 0031	5,945.50	5,945.50
--------------------	--	----------	----------

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE

October 5, 2006

STATEMENT OF CLAIM

NAME	MAURER, JAMES
ID	840 178 395

WILLIAMS	RICHARD	G
809 TURNPIKE AVE		
CLEARFIELD	PA	16830

DATE OF SERVICE	PAYMENT DATE	ORIGINAL CRN	ADJUSTED CRN	USUAL CHARGES	AMOUNT APPROVED
03/15/06 - 03/15/06	06/05/06	20061491571080001		29.00	.16
DIAGNOSIS 1 : 78650		CHEST PAIN NOS			
PROC CODE : 71010		RADIOLOGIC EXAMINATION, CHEST; SINGLE VI			
03/15/06 - 03/15/06	06/05/06	20061491571220001		27.00	2.21
DIAGNOSIS 1 : 73313		PATHOLOGIC FRACTURE OF VE			
PROC CODE : 72070		RADIOLOGIC EXAMINATION, SPINE; THORACIC,			
03/15/06 - 03/15/06	06/05/06	20061491571220002		28.00	2.21
DIAGNOSIS 1 : 73313		PATHOLOGIC FRACTURE OF VE			
PROC CODE : 72100		RADIOLOGIC EXAMINATION, SPINE, LUMBOSACR			
PROVIDER/SUB TOTAL	WILLIAMS	RICHARD	G	84.00	4.58
	31	000983129	0005		

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE

October 5, 2006

STATEMENT OF CLAIM

NAME	MAURER, JAMES
ID	840 178 395

CARDAMONE	RALPH	A
PO BOX 167		
CLEARFIELD	PA	16830

DATE OF SERVICE	PAYMENT DATE	ORIGINAL CRN	ADJUSTED CRN	USUAL CHARGES	AMOUNT APPROVED
03/16/06 - 03/16/06	05/29/06	11061357050060001		200.00	9.55
DIAGNOSIS 1 : 4240		MITRAL VALVE DISORDER			
PROC CODE : 93307		ECHOCARDIOGRAPHY, TRANSTHORACIC, REAL-TI			
03/16/06 - 03/16/06	05/29/06	11061357050060002		120.00	3.97
DIAGNOSIS 1 : 4240		MITRAL VALVE DISORDER			
PROC CODE : 93320		DOPPLER ECHOCARDIOGRAPHY, PULSED WAVE AN			

PROVIDER SUB TOTAL	CARDAMONE RALPH A 31 001189428 0002	320.00	13.52
--------------------	--	--------	-------



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
BUREAU OF FINANCIAL OPERATIONS
DIVISION OF THIRD PARTY LIABILITY
ESTATE RECOVERY PROGRAM
PO BOX 8486
HARRISBURG, PA 17105-8486

March 20, 2009

BERGER AND GREEN PC
MICHAEL W ZIMECKI ESQUIRE
5850 ELLSWORTH AVE STE 200
PITTSBURGH PA 15232

Re: JAMES MAURER
CIS #: 840178395
SSN: 187-12-3705
Date of Death: 03/19/2006

Dear Mr. Zimecki:

Please accept this letter as acknowledgement and receipt of your faxed correspondence dated March 19, 2009.

Be advised that the Department of Public Welfare is not required to reduce estate claims.

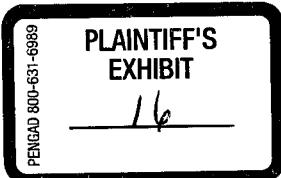
Therefore, the Department of Public Welfare will accept \$6,915.60 from the estate as payment of our existing claim.

Please have the check made payable to the Department of Public Welfare and forwarded to my attention at the above address.

Your cooperation in resolving this matter is appreciated.

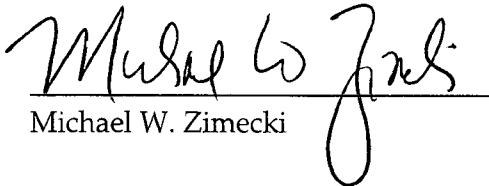
Sincerely,

Nicole L. Lipscomb
TPL Program Investigator
717-772-6606
717-772-6553 FAX

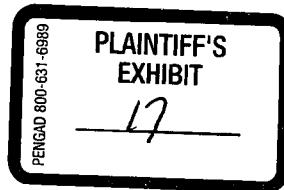


STATEMENT OF COUNSEL

As attorney on behalf of David Lawrence, Petitioner and Administrator of the Estate of James E. Maurer, deceased, I, Michael W. Zimecki, Esquire, recommend that the Court approve the proposed settlement in the amount of \$85,000.00 to be distributed to the Estate of James E. Maurer, deceased after payment of outstanding claims, attorney fees, and costs. It would be in the best interests of the estate to accept the settlement as set forth in the foregoing petition.



Michael W. Zimecki

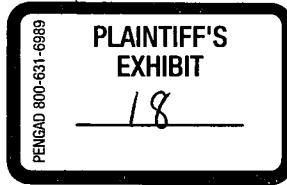


CERTIFICATION

I, David Lawrence, am the Administrator of the Estate of James E. Maurer, deceased and attorney in fact for Sara Lawrence Maurer. I hereby certify that I join in this petition and pray that this Court approves the proposed settlement and allocation.



David Lawrence, as Administrator of
the Estate of James E. Maurer, deceased,
and as attorney-in-fact for Sara
Lawrence Maurer



VERIFICATION

I, David Lawrence, hereby state that I am the Administrator of the Estate of James E. Maurer, deceased, and attorney-in-fact for Sara Lawrence Maurer. I hereby verify that the statements made in the foregoing Petition to Approve Settlement of Wrongful Death and Survival Action are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. Con. Stat. § 4904 relating to unsworn falsification to authorities.



David Lawrence, as Administrator of
the Estate of James E. Maurer, deceased,
and attorney-in-fact for Sara Lawrence Maurer

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **PETITION TO APPROVE SETTLEMENT** was served this 19th day of May, 2009, by first-class U.S. mail, postage prepaid, upon the following counsel of record and interested parties:

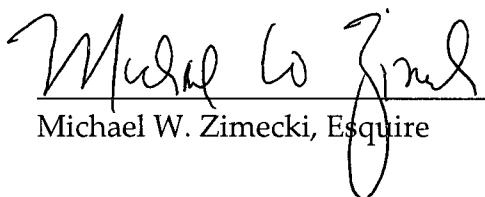
Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

Krista J. Wood
Eire Insurance Company
P.O. Box 574
Cochranton, PA 16314

Ronald Maurer
130 E. Broadway Avenue
Girard, OH 44420-2612

Joan Waring
800 Chester Street
Enola, Pennsylvania 17025

Office of Chief Counsel
Department of Revenue
Dept 281061
Harrisburg, PA 17128-1061



Michael W. Zimecki, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

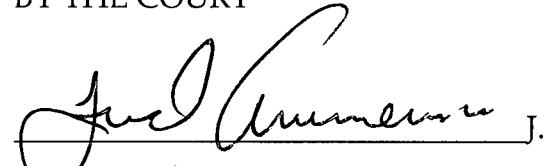
DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
: vs. Plaintiffs, :
: BOBBIE STAGI and PATRICK STAGI, :
: Defendants. :

SCHEDULING ORDER

It is hereby ORDERED that a hearing shall be held on Plaintiffs' Petition to Approve Settlement of Damage Claim on behalf of the Estate pursuant to 20 Pa.

C.S.A. § 3323 on the 2nd day of July, 2009 at 10:00 Am. in Courtroom No. 1, Clearfield County Courthouse.

BY THE COURT


5/27/09

S FILED
07/02/2009
JUN 02 2009
KCC Atty Zimecki
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/2/09

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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, : PRAECIPE TO SETTLE
Plaintiffs, : AND DISCONTINUE
BOBBIE STAGI and PATRICK STAGI, : Filed on Behalf of:
Defendants. : Plaintiffs
: Counsel of Record for these
: Parties:
: Michael W. Zimecki, Esquire
: PA. I.D. #74606
: BERGER AND GREEN, P.C.
: Firm #777
: 5850 Ellsworth Avenue
: Suite 200
: Pittsburgh, PA 15232
: (412) 661-1400
: JURY TRIAL DEMANDED

5 **FILED** *Cert of disc
m/2:08cm issued to A/H
JUL 06 2009 Zimecki*
William A. Shaw 
Prothonotary/Clerk of Courts *copy to C/A*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, :
BOBBIE STAGI and PATRICK STAGI, :
Defendants. :

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above captioned case settled and discontinued of record.

Respectfully submitted,

BERGER AND GREEN, P. C.

By: Michael W. Zimecki
Michael W. Zimecki, Esquire
Attorney for the Plaintiffs
5850 Ellsworth Avenue
Suite 200
Pittsburgh, PA 15232
(412) 661-1400

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe to Settle and Discon was served this 2nd day of July, 2009, by first-class U.S. mail, postage prepaid, upon the following counsel of record:

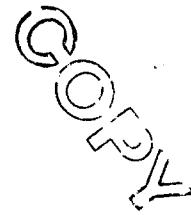
Keith R. Mason, Esquire
20 Stanwix Street, Fourth Floor
Pittsburgh, PA 15222

Respectfully submitted,

BERGER AND GREEN, P.C.

By: 
Michael W. Zimecki, Esquire
Attorney for the Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA



CIVIL DIVISION

David Lawrence
James E. Estate Of Maurer
Sara Jane Maurer

Vs. No. 2007-01909-CD
Bobbie Stagi
Patrick Stagi

CERTIFICATE OF DISCONTINUATION

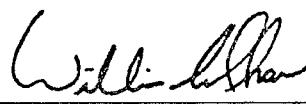
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 6, 2009, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by Michael W. Zimecki Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of July A.D. 2009.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID LAWRENCE, as Administrator of : CIVIL DIVISION
the ESTATE OF JAMES E. MAURER, :
deceased, and SARA JANE MAURER, : No.: 07-1909 CD
individually, :
vs. Plaintiffs, :
BOBBIE STAGI and PATRICK STAGI, :
Defendants. :
:

FILED
O 10:30 A.M. 60
JUL 02 2009
William A. Shaw
Prothonotary/Clerk of Courts
Zimecki
cc
atty
60

ORDER OF COURT

AND NOW, this 2nd day of July, 2009, upon

consideration of the Petition to Approve Settlement of Damage Claim on behalf of

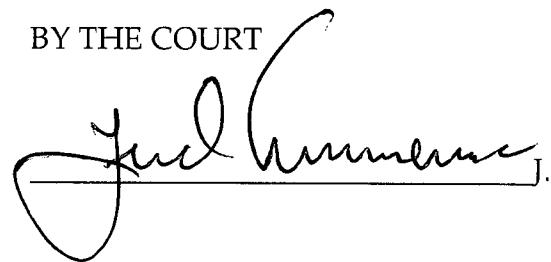
the Estate pursuant to 20 Pa. C.S.A. § 3323, it is hereby ORDERED, ADJUDGED

AND DECREED as follows:

That David Lawrence, as administrator of the Estate and attorney-in-fact for Sara Lawrence Maurer, is hereby authorized to settle the bodily injury claims both of the Estate and of the incapacitated Sara Maurer and is authorized to receive from Sentinel Insurance Company the sum of \$60,000.00 in settlement of the bodily injury claims of the Estate and of Sara Maurer against Bobbi and Patrick Stagi by reason of the accident of December 1, 2005 and, upon receipt of the will execute and deliver the Release.

*As the Estate has received a Final Statement of Claim from Medicare but has not yet received a Demand Letter setting forth the total amount due to Medicare, Plaintiff-Petitioners respectfully request that the total lien amount of \$34,980.39 remain in escrow until the Demand Letter is received.

BY THE COURT

A handwritten signature in black ink, appearing to read "Judge James J. Hammann". The signature is fluid and cursive, with "Judge" and "Hammann" being the most distinct parts. A small horizontal line is drawn under the signature.