

08-723-CD

In Re: Nickolas Allen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF:

ORPHANS COURT

NICKOLAS ALLEN, a minor.

DOCKET NO. 08-723-CD

**PETITION FOR AMICABLE
COMPROMISE AND SETTLEMENT OF
A MINOR'S CLAIM**

Code:

Filed on behalf of Butler Ambulance Service
Company and Arch Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire
PA I.D. # 30284

Douglas M. Grimsley, Esquire
PA I.D. # 92948

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

FILED *Attg pd 95.00*
M/14784
APR 21 2008 *icc Attg*
un *icc Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF:

ORPHANS COURT

NICKOLAS ALLEN, a minor.

DOCKET NO. _____

PETITION FOR AMICABLE COMPROMISE
OF A MINOR'S CLAIM

AND NOW, comes petitioners, Nickolas Allen, a minor, by his parent and natural guardian Ronney Allen, and Butler Ambulance Service Company and Arch Insurance Company, by and through their attorneys, Dickie, McCamey & Chilcote, P.C., and Douglas M. Grimsley, Esquire, and petitions this Court for an amicable compromise of a minor's claims pursuant to Pennsylvania Rule of Civil Procedure 2039(b)(1).

1. On or about July 11, 2007, the minor, Nickolas Allen, was involved in a motor vehicle accident while riding in a vehicle owned and operated by Tri County Transportation, on West Jefferson Street in Butler County, Pennsylvania. The vehicle in which Nickolas Allen was traveling was struck from behind by a vehicle owned and operated by Butler Ambulance Service Company, an insured of Arch Insurance Company.

2. At the time of the accident, the minor, Nickolas Allen, resided with his parent and natural guardian Ronney Allen at 3687 Morrisdale Allport Rd., Morrisdale, Clearfield County, PA 16858.

3. Nickolas Allen presented to the Butler Memorial Hospital emergency department and was treated for neck pain.

4. At the time of the subject motor vehicle accident, the transport van in which Nickolas Allen was traveling, owned and operated by Tri County Transportation, was covered under a Zurich Insurance Co. policy of motor vehicle insurance.

5. All medical expenses for the treatment of Nickolas Allen have been paid by Zurich Insurance Company. (*See*, "P.I.P. Payment Log" of Zurich Insurance Co. attached hereto as **Exhibit "A"**). Any claims for future medical expense are not part of the present request for settlement.

6. Nickolas Allen no longer receives medical treatment and fully healed following this accident.

7. There are no activities that Nickolas Allen cannot perform at this time because of injuries sustained in this accident.

8. This matter has been resolved short of litigation and no lawsuit has been made with this Court, or any other court, prior to the filing of the within Petition.

9. Petitioner, Ronney Allen, on behalf of his minor child, is not represented by counsel.

10. Attached hereto and marked as **Exhibit "B"** is a copy of the proposed Full and Final Release, setting forth the amounts of this proposed settlement that is to be signed by Ronney Allen, as parent and natural guardian of Nickolas Allen.

11. It is the opinion of counsel and all parties involved that the above-stated compromise and settlement of the minor's claim is fair and in the best interest to all parties.

12. The terms and conditions of the compromise and settlement have been explained to all parties. The parent and natural guardian of the minor Petitioner believes that the compromise is a fair one, and is desirous of accepting the same.

13. It is understood by all parties that the amount of the settlement, namely Three Thousand Dollars and no/100 (\$3,000.00) for Nickolas Allen, will be made payable as follows: Ronney Allen, parent and natural guardian of Nickolas Allen, a minor, in the amount of Three Thousand and no/100 (\$3,000.00).

14. The settlement of Three Thousand and no/100 (\$3,000.00) will be deposited into a federally insured savings instrument at PNC Bank, in the name of Nickolas Allen and so be maintained until Nickolas Allen reaches the age of majority. It is further understood that the principal and interest earned on said monies will be kept for the use of Nickolas Allen only.

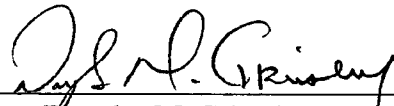
15. Attorney Douglas M. Grimsley will file proof of deposit of the funds referenced in Paragraphs 13 and 14, above, with the Orphans' Court.

16. All attorneys' fees are to be paid by Arch Insurance Company, the insurance carrier for Butler Ambulance Services Company.

WHEREFORE, Petitioners request this Honorable Court to approve the settlement of the minor's claim for Nickolas Allen and to enter the attached, or other, appropriate Order.

Ronney Allen, parent and natural guardian
of Nickolas Allen, a minor

DICKIE, McCAMEY & CHILCOTE, P.C.

By 
Douglas M. Grimsley, Esquire

Attorneys for Butler Ambulance Service Company
and Arch Insurance Company

VERIFICATION

I, Ronney Allen, as parent and natural guardian of Nickolas Allen, a minor, have read the foregoing Petition for Amicable Compromise of Minor's Claim. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Ronney Allen, parent and natural
guardian of Nickolas Allen, a minor,

DATED _____

LM019

SEBSPI

CLAIM NO: 0434058

Zurich Programs

P.I.P CHECK ENTRIES

CLAIMANT: NICOLAS-3

4/08/08

08:30:41

A8

CLAIMANT NO: 3

OVERALL

AMT PD TO DATE:

LIMIT:	.00	801.99	.00	.00	.00
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SUM TOTAL:	801.99	LIMITS:			
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BAL AVAILABLE:	801.99-	0	0	0	0
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Display	%	%		%
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Payee	MEDICAL	WAGE	OTHER	A-PIP
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BUTLER AMBULANCE SERVICE	547.00	.00	.00	.00
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7/11/2007 - 7/11/2007				
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BUTLER MEMORIAL HOSPITAL	254.99	.00	.00	.00
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7/11/2007 - 7/11/2007				
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Bottom

F3=Exit F7=Medical F8=Wage F9=Other F10=Print Report F11=A-PIP
F12=Cancel

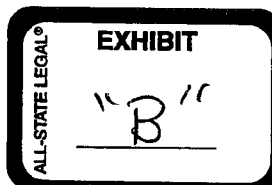


FULL AND FINAL RELEASE

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND DOLLARS (\$3,000), NICKOLAS ALLEN, a minor, by his parent and natural guardian RONNEY ALLEN, (collectively "Releasing Parties"), do hereby fully and forever release, acquit and discharge, BUTLER AMBULANCE SERVICE COMPANY, ARCH INSURANCE COMPANY, and their officers employees, agents, servants, insurers, heirs and assigns, together with all agents, employees, heirs, administrators, executors, successors, assigns and insurers of each of them or any other person, firm, association, insurer, corporation or entity (collectively "Releasees") from any and all claims, causes of action or demands by NICKOLAS ALLEN for which he alleged or could have alleged arising out of the motor vehicle accident occurring on or about July 11, 2007, on West Jefferson Street in Butler County, Pennsylvania.

The parties fully understand and agree to the following:

1. The acceptance of said sum is in full accord and satisfaction of the above-noted disputed claims and the payment of said sum is not an admission of any liability by Releasees and liability is hereby expressly denied.
2. The amount stated in this release and the representations made in this release are the sole consideration of this release, and the Releasing Parties voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all above-noted disputed claims.
3. This is the complete release agreement, and there are no written or oral understandings or agreements, directly or indirectly connected with this release and settlement that are not incorporated herein.



This agreement shall be construed that wherever applicable, the use of the singular number shall include the plural number.

This agreement shall be binding upon and inure to the successors, assigns, heirs, executors, administrators, and legal representatives of all parties.

The parties have read all of the terms of this agreement; fully understand them and accept them for the express purpose of settling the above-described claims and for precluding forever any further or additional legal action arising out of those claims.

IN WITNESS WHEREOF, I have set my hand and seal this _____ day of _____, 2008.

Ronney Allen, parent and natural guardian
of Nickolas Allen, a minor, and individually in his
own right.

DICKIE, McCAMEY & CHILCOTE, P.C.

By _____
Douglas M. Grimsley, Esquire

Attorneys for Butler Ambulance Service Company
and Arch Insurance Company

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF _____)

BEFORE ME, a notary public in and for the said County and Commonwealth, personally appeared Ronney Allen, as parent and natural guardian of Nickolas Allen, a minor, who, first being duly sworn according to law, acknowledged to me that he did sign the foregoing Full and Final Release on behalf of Nickolas Allen.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day
of _____, 2008.

Notary Public

My Commission Expires:

CM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF: ORPHANS COURT

NICKOLAS ALLEN, a minor. DOCKET NO. 08-723-CD

SCHEDULING ORDER

AND NOW, to-wit, this 22nd day of APRIL, 2008,
upon presentation of the foregoing Petition for Amicable Compromise and Settlement of a
Minor's Claim, it is hereby ORDERED, ADJUDGED and DECREED that:
an evidentiary hearing to approve the Petition shall be held on the 19th day of
May, 2008, in the Clearfield County Courthouse, Clearfield, Pennsylvania,
in Courtroom No. 3 and notice of the entry of this order shall be provided to all parties by the
moving party. @ 2:00 p.m.

BY THE COURT,

Judith J. Grimsley

FILED

019:51301
APR 23 2008

ICC Atty
Grimsley

William A. Shaw
Prothonotary/Clerk of Courts

ICC Sheriff

(62)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104073
NO: 08-423-CD 723
SERVICE # 1 OF 1
PETITION/AMICABLE COMPROMISE & SETTLEMENT&

ORDER

PLAINTIFF: IN THE MATTER OF: NICKOLAS ALLEN, a minor
vs.
DEFENDANT: TO: RODNEY ALLEN, Parent & natural guardian

SHERIFF RETURN

NOW, May 09, 2008 AT 10:05 AM SERVED THE WITHIN PETITION/AMICABLE COMPROMISE & SETTLEMENT& ORDER ON RODNEY ALLEN DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RONNEY ALLEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION/AMICABLE COMPROMISE & SETTLEMENT& ORDER AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	DICKIE	80230	10.00
SHERIFF HAWKINS	DICKIE	80230	32.13

FILED

0/3:00pm
MAY 12 2008

William A. Shaw

Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Marilyn Harrison

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF:

NICKOLAS ALLEN, a minor.

ORPHANS COURT

DOCKET NO. 08-⁷²³~~423~~-CD

Amended

**PETITION FOR AMICABLE
COMPROMISE AND SETTLEMENT OF
A MINOR'S CLAIM**

Code:

Filed on behalf of Butler Ambulance Service
Company and Arch Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire
PA I.D. # 30284

Douglas M. Grimsley, Esquire
PA I.D. # 92948

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

FILED

0/2:13/51 No CC
MAY 19 2008

(60P)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF:

ORPHANS COURT

NICKOLAS ALLEN, a minor.

DOCKET NO. 08-423-CD

PETITION FOR AMICABLE COMPROMISE
OF A MINOR'S CLAIM

AND NOW, comes petitioners, Nickolas Allen, a minor, by his parent and natural guardian Ronney Allen, and Butler Ambulance Service Company and Arch Insurance Company, by and through their attorneys, Dickie, McCamey & Chilcote, P.C., and Douglas M. Grimsley, Esquire, and petitions this Court for an amicable compromise of a minor's claims pursuant to Pennsylvania Rule of Civil Procedure 2039(b)(1).

1. On or about July 11, 2007, the minor, Nickolas Allen, was involved in a motor vehicle accident while riding in a vehicle owned and operated by Tri County Transportation, on West Jefferson Street in Butler County, Pennsylvania. The vehicle in which Nickolas Allen was traveling was struck from behind by a vehicle owned and operated by Butler Ambulance Service Company, an insured of Arch Insurance Company.

2. At the time of the accident, the minor, Nickolas Allen, resided with his parent and natural guardian Ronney Allen at 3687 Morrisdale Allport Rd., Morrisdale, Clearfield County, PA 16858.

3. Nickolas Allen presented to the Butler Memorial Hospital emergency department and was treated for neck pain.

4. At the time of the subject motor vehicle accident, the transport van in which Nickolas Allen was traveling, owned and operated by Tri County Transportation, was covered under a Zurich Insurance Co. policy of motor vehicle insurance.

5. All medical expenses for the treatment of Nickolas Allen have been paid by Zurich Insurance Company. (See, "P.I.P. Payment Log" of Zurich Insurance Co. attached hereto as **Exhibit "A"**). Any claims for future medical expense are not part of the present request for settlement.

6. Nickolas Allen no longer receives medical treatment and fully healed following this accident.

7. There are no activities that Nickolas Allen cannot perform at this time because of injuries sustained in this accident.

8. This matter has been resolved short of litigation and no lawsuit has been made with this Court, or any other court, prior to the filing of the within Petition.

9. Petitioner, Ronney Allen, on behalf of his minor child, is not represented by counsel.

10. Attached hereto and marked as **Exhibit "B"** is a copy of the proposed Full and Final Release, setting forth the amounts of this proposed settlement that is to be signed by Ronney Allen, as parent and natural guardian of Nickolas Allen.

11. It is the opinion of counsel and all parties involved that the above-stated compromise and settlement of the minor's claim is fair and in the best interest to all parties.

12. The terms and conditions of the compromise and settlement have been explained to all parties. The parent and natural guardian of the minor Petitioner believes that the compromise is a fair one, and is desirous of accepting the same.

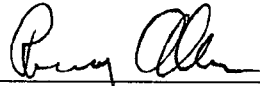
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15. Attorney Douglas M. Grimsley will file proof of deposit of the funds referenced in Paragraphs 13 and 14, above, with the Orphans' Court.

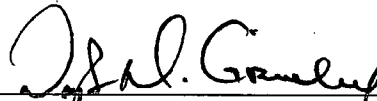
16. All attorneys' fees are to be paid by Arch Insurance Company, the insurance carrier for Butler Ambulance Services Company.

WHEREFORE, Petitioners request this Honorable Court to approve the settlement of the minor's claim for Nickolas Allen and to enter the attached, or other, appropriate Order.



Ronney Allen, parent and natural guardian
of Nickolas Allen, a minor

DICKIE, McCAMEY & CHILCOTE, P.C.



By Douglas M. Grimsley, Esquire

Attorneys for Butler Ambulance Service Company
and Arch Insurance Company

LM019

SEBSPI

LAIM NO: 0434058

Zurich Programs

P.I.P CHECK ENTRIES

CLAIMANT: NICOLAS-3

A8

CLAIMANT NO: 3

4/08/08

08:30:41

OVERALL

AMT PD TO DATE:

IMIT:	.00	801.99	.00	.00	.00
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UM TOTAL:	801.99	LIMITS:			
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AL AVAILABLE:	801.99-	0	0	0	0
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Display		%	%		%
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t PAYEE		MEDICAL	WAGE	OTHER	A-PIP
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BUTLER AMBULANCE SERVICE	547.00	.00	.00	.00
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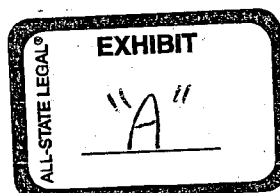
7/11/2007 - 7/11/2007

BUTLER MEMORIAL HOSPITAL	254.99	.00	.00	.00
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7/11/2007 - 7/11/2007

Bottom

3=Exit F7=Medical F8=Wage F9=Other F10=Print Report F11=A-PIP
F12=Cancel



FULL AND FINAL RELEASE

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND DOLLARS (\$3,000), NICKOLAS ALLEN, a minor, by his parent and natural guardian RONNEY ALLEN, (collectively "Releasing Parties"), do hereby fully and forever release, acquit and discharge, BUTLER AMBULANCE SERVICE COMPANY, ARCH INSURANCE COMPANY, and their officers employees, agents, servants, insurers, heirs and assigns, together with all agents, employees, heirs, administrators, executors, successors, assigns and insurers of each of them or any other person, firm, association, insurer, corporation or entity (collectively "Releasees") from any and all claims, causes of action or demands by NICKOLAS ALLEN for which he alleged or could have alleged arising out of the motor vehicle accident occurring on or about July 11, 2007, on West Jefferson Street in Butler County, Pennsylvania.

The parties fully understand and agree to the following:

1. The acceptance of said sum is in full accord and satisfaction of the above-noted disputed claims and the payment of said sum is not an admission of any liability by Releasees and liability is hereby expressly denied.
2. The amount stated in this release and the representations made in this release are the sole consideration of this release, and the Releasing Parties voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all above-noted disputed claims.
3. This is the complete release agreement, and there are no written or oral understandings or agreements, directly or indirectly connected with this release and settlement that are not incorporated herein.


Ex. B

This agreement shall be construed that wherever applicable, the use of the singular number shall include the plural number.

This agreement shall be binding upon and inure to the successors, assigns, heirs, executors, administrators, and legal representatives of all parties.

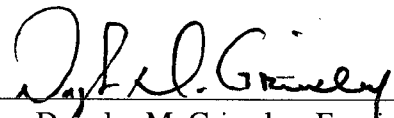
The parties have read all of the terms of this agreement; fully understand them and accept them for the express purpose of settling the above-described claims and for precluding forever any further or additional legal action arising out of those claims.

IN WITNESS WHEREOF, I have set my hand and seal this 19th day of May, 2008.



Ronney Allen, parent and natural guardian
of Nickolas Allen, a minor, and individually in his
own right.

DICKIE, McCAMEY & CHILCOTE, P.C.

By 

Douglas M. Grimsley, Esquire

Attorneys for Butler Ambulance Service Company
and Arch Insurance Company

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Clearfield)

BEFORE ME, a notary public in and for the said County and Commonwealth, personally appeared Ronney Allen, as parent and natural guardian of Nickolas Allen, a minor, who, first being duly sworn according to law, acknowledged to me that he did sign the foregoing Full and Final Release on behalf of Nickolas Allen.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of May, 2008.

William L. Shaw

Notary Public

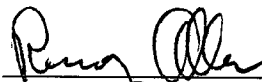
My Commission Expires:

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

VERIFICATION

I, Ronney Allen, as parent and natural guardian of Nickolas Allen, a minor, have read the foregoing Petition for Amicable Compromise of Minor's Claim. The statements therein are correct to the best of my personal knowledge or information and belief.

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



Ronney Allen, parent and natural
guardian of Nickolas Allen, a minor,

DATED

5/19/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF:

ORPHANS COURT

NICKOLAS ALLEN, a minor.

DOCKET NO. 08-423-CD

ORDER OF COURT

AND NOW, to-wit, this _____ day of _____, 2008,
upon presentation of the foregoing Petition for Amicable Compromise and Settlement of a
Minor's Claim, it is hereby ORDERED, ADJUDGED and DECREED that the settlement of the
minor's claim of Nickolas Allen is hereby approved in accordance with the following:

(a) Ronney Allen, as parent and natural guardian of Nickolas Allen, a minor,
is hereby authorized and directed to execute four duplicate originals of the Full and Final Release
on behalf of Petitioner, Nickolas Allen.

(b) Three Thousand Dollars and no/100 (\$3,000.00) will be deposited into a
federally insured savings instrument at PNC Bank, in the name of Nickolas Allen and be so
maintained until Nickolas Allen reaches the age of majority. It is further understood that the
principal and interest earned on the said monies will be kept for the use of Nickolas Allen only.

(c) Attorney Douglas M. Grimsley, Esquire, will file proof of deposit with the
Orphans' Court within thirty (30) days of the date of this Order.

(d) All attorneys' fees are to be paid by Arch Insurance Company.

BY THE COURT,

_____, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
IN THE MATTER OF: ORPHANS COURT
NICKOLAS ALLEN, a minor. DOCKET NO. 08-723-CD

ORDER OF COURT

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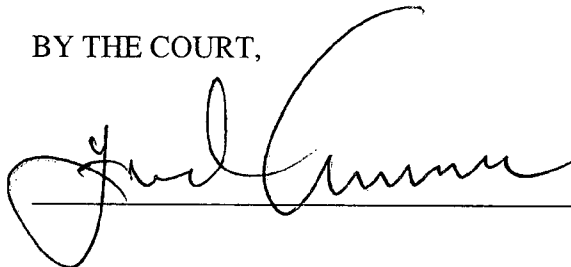
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maintained until Nickolas Allen reaches the age of majority. It is further understood that the
principal and interest earned on the said monies will be kept for the use of Nickolas Allen only.

(c) Attorney Douglas M. Grimsley, Esquire, will file proof of deposit with the
Orphans' Court within thirty (30) days of the date of this Order.

(d) All attorneys' fees are to be paid by Arch Insurance Company.

BY THE COURT,

 J.

FILED
MAY 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Att'y Grimsley
(will serve)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE MATTER OF:

NICKOLAS ALLEN, a minor.

ORPHANS COURT

DOCKET NO. 08-⁷²³~~423~~-CD

**CERTIFICATE OF DEPOSIT FOR
NICKOLAS ALLEN**

Code:

Filed on behalf of Butler Ambulance Service
Company and Arch Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire
PA I.D. # 30284

Douglas M. Grimsley, Esquire
PA I.D. # 92948

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

FILED *NOCC*
m/11:05 AM
JUL 07 2008 *(6K)*

William A. Shaw
Prothonotary/Clerk of Courts

Certificate of Deposit
Account Verification
PNC Bank National Association

Page 1 of 2



NICKOLAS ALLEN
NTBW UNTIL AGE 18 OR COURT ORDER
3687 MORRISDALE ALLPORT HWY
MORRISDALE PA 16858

Certificate Number 31100330433	Reference Number 3100135932
Purchase Date 07/03/2008	Purchase Amount \$ 3,000.00
Maturity Date 07/03/2009	Term 12 MONTHS
Annual Percentage Yield 1.7600	
Renewal Type AUTOMATIC	
Product Description FIXED RATE CD	
For Information, Call 1-877-BANK-PNC	

Interest Rate Effective Until

1.750 07/03/2009

TERMS

Terms from seven (7) days to ten (10) years are available for non-retirement Certificates of Deposit (CDs).

DATE INFORMATION

Please refer to the front of this Account Verification for current rates and annual percentage yields. **Fixed Rate** and **Ready Access** CDs are paid the current interest rate at the time your account was opened or renewed. This interest rate is in effect until your CD matures. **Callable** CDs are paid the current interest rate at the time your account was opened or renewed. This interest rate is in effect until the CD matures, or until the CD is called. **Variable Rate** CDs are paid varying interest rates and Annual Percentage Yields (APYs) subject to change during the term. The interest rate on the 18 month Variable Rate CD will adjust each calendar quarter. The interest rate paid will be based on the average of the previous three (3) months month-end Treasury Auction rates on 13 week Treasury Bills, less .15%. The interest rate on **Stepped Rate** CDs changes in accordance with the Account Verification provided to you on the date of purchase. **Convertible** CDs are paid the current interest rate at the time your account was opened until such time as the one-time penalty free option is exercised to convert the CD to a new term of at least one year (but not another Convertible CD). The one-time option to convert is allowed 60 days or more after account opening. The interest rate and Annual Percentage Yield will be the current rate and APY in effect for the selected term as of the day of conversion. Deposits and withdrawals are not permitted at the time of conversion. **Annual Percentage Yield** assumes interest remains on deposit in your CD until your CD matures. A withdrawal will reduce earnings.

COMPOUNDING AND CREDITING OF INTEREST

Interest begins to accrue on the day you open or renew a CD. If an additional deposit of cash, check or any other non-cash item is being made to the certificate at maturity, this deposit will begin to accrue interest as of the maturity date. On all Fixed Rate CDs, interest will be compounded monthly and credited to your account monthly, with final interest credited when your CD matures. On Callable CDs, interest will be compounded monthly and credited to your account monthly, with final interest credited when your CD matures or is called. On Ready Access, Stepped Rate and Variable Rate CDs with a term less than one year (364 days or less) interest will be credited to your CD when it matures. On Ready Access, Stepped Rate and Variable Rate CDs with a term of one year or more (365 days up to 10 years), interest will be compounded annually and credited to your account annually, with final interest credited when your CD matures. Interest may also be paid by check or credited to another PNC Bank account monthly, quarterly, semi-annually, or annually. Monthly check payments only apply to CDs with a balance of \$5,000 or more. If you receive interest payments during the term of your CD, interest is not compounded. Ready Access CDs redeemed prior to maturity date will have accrued, unpaid interest credited at redemption.

MINIMUM BALANCE REQUIREMENTS

You must deposit \$5,000 or more to open a CD with a maturity of seven (7) days up to and including 89 days. With the exception of Stepped Rate CDs, which require a minimum deposit of \$2,500, and Callable CDs, which require a minimum deposit of \$10,000, you may open a CD for 90 days or more with a deposit of \$1,000 or more. You must maintain these minimum balances in your account each day to obtain the annual percentage yield shown on the front of this Account Verification.

BALANCE COMPUTATION METHOD

We use the daily balance method to calculate the interest on your account. This method applies daily periodic rate to the principal in the account each day.

TRANSACTION LIMITATIONS

With the exception of Variable Rate CDs, after your account is opened, you may not make deposits into or withdrawals from the account until the account matures. Additional deposits are permitted at any time on Variable Rate CDs.

EARLY WITHDRAWAL PENALTIES

With the exception of Ready Access and Stepped Rate CDs, the terms of your CD obligate you to leave your funds on deposit with PNC Bank until the maturity date. Any withdrawal, which PNC Bank permits during the first seven (7) days of the initial term of a Ready Access CD, or prior to the maturity date of any other CD, will be subject to financial penalty (except in the case of death or legal incapacity of any owner of the CD). If you make a withdrawal from a Callable CD, you will be charged a penalty, calculated as stated below, in an amount equal to twelve (12) months interest on the amount withdrawn.

Your CD has an original maturity or a required notice period of:

Less than three (3) months: you will be charged a penalty, calculated as stated below, in an amount equal to the amount of interest that could have been earned on the amount withdrawn had the funds remained on deposit until maturity.

From three (3) months to less than one (1) year: you will be charged a penalty, calculated as stated below, in an amount equal to three (3) months interest on the amount withdrawn.

One (1) year or more: you will be charged a penalty, calculated as stated below, in an amount equal to six (6) months' of interest on the amount withdrawn.

You may withdraw funds without penalty during the grace period defined below.

Penalties are calculated at the rate being paid on the deposit at the time of the withdrawal, regardless of the length of time the funds have remained on deposit.

Where necessary to comply with the above, any funds necessary to complete the penalty shall be deducted from the principal remaining in the account.

Ready Access CDs permit immediate withdrawal without penalty after the first seven (7) days following initial purchase. No withdrawals are permitted during this first seven (7) day period. Partial withdrawals are not permitted. Stepped Rate CDs permit immediate withdrawals without penalty during the ten (10) day period after any rate change. Withdrawals at other times are subject to the penalties noted above.

RENEWAL POLICY

All automatically renewable Fixed Rate, Variable Rate and Ready Access CDs will renew into the same type of certificate. Stepped Rate CDs and Convertible CDs will renew into Fixed Rate CDs. For Fixed Rate or Ready Access CDs, if the original term is other than a term shown below, PNC Bank will change the term of your CD, upon renewal, to the term shown below that is next shortest to your original term. For example, if your original term was 14 months, your renewed term will be 12 months.

Fixed Rate terms: 7, 30 days
3, 6, 12, 18, 24, 36, 48, 60, 72, 84, 96, 108, 120 months
Ready Access terms: 3, 12 months

All callable CDs will renew into 12-month Fixed Rate CDs.

Your CD will renew automatically unless you:

- notify PNC Bank during the grace period which is one (1) day after maturity for CDs that mature up to and including 31 days and ten (10) days after maturity for CDs of more than 31 days, that you wish to redeem your CD, or
- notify PNC Bank prior to the original or any subsequent maturity date that you wish to redeem your CD, or change the term or type of your CD, at maturity, or
- have been sent a written notice from PNC Bank notifying you that PNC Bank has decided to not renew your deposit at maturity.

PNC Bank reserves the right on automatically renewable CDs to change the interest rate and annual percentage yield for any subsequent renewal period(s) to be equal to the interest rate and annual percentage yield PNC Bank is offering at such time for its CDs with like amounts and maturities in the PNC Bank market where you purchased your CD.

All automatically renewable CDs renew under the terms of the applicable account agreement in effect on the renewal date. Automatically renewable CDs redeemed during the grace period do not earn interest after maturity date. Single maturity CDs do not automatically renew and do not earn interest after the maturity date.

SPECIAL INFORMATION FOR CALLABLE CDs

Callable CDs are available for terms of 36 or 60 months. We may, at our discretion, "call" (i.e. redeem or cancel) your Callable CD before its stated maturity date by sending you a notice at least 15 days before the call date. If you have a 36-month Callable CD, the earliest possible call date is the one-year anniversary of your account. If you have a 60-month Callable CD, the earliest possible call date is the two-year anniversary of your account. PNC Bank may call your CD at any time following these dates. You will have ten days following the call-date (the grace period) to withdraw your funds without penalty, or transfer your funds to an alternative investment, if you prefer. If your CD is called or matures, and you neither withdraw nor transfer your funds to an alternative investment, it will automatically renew as a 12-month Fixed Term CD.

GENERAL INFORMATION FOR ALL CDs

We may exchange information concerning you or your transactions among us, our affiliates and companies providing services to us. You agree to cooperate in any recordkeeping and reporting we believe is necessary to fulfill government requirements. This CD may not be assigned or transferred without prior written consent of PNC Bank.

If you have a loan with us, we may set off this deposit account to pay all or part of any loan balance that you or your joint depositor may have.

You and any joint depositors (including husband and wife) give us a lien on the balance in any account in your individual or joint name(s) to secure payment of any obligation to us of any depositor. Obligations include overdrafts or overpayment, regardless of reason.

We may use the funds in your accounts to pay any amount due and owing to the extent permitted by law, without advance notice and independent of other rights we may have against you or other parties.

New Jersey customers: Please see the section "Additional Information for New Jersey Customers Only" relating to CDs in the Consumer Account Information pamphlet for rules applicable to Joint accounts held by New Jersey customers only.

Joint accounts are owned as joint tenants with right of survivorship. Except as the provisions applicable to New Jersey customers, as referred to above may apply and unless a contrary direction is given in the agreements governing the account:

- If one owner of a joint account dies, the funds in the account shall belong to the surviving owner or owners.
- Upon the death of the last owner of a Payable-on-Death Account or In Trust For (Totten Trust) Account, the funds in the account shall belong to the beneficiaries designated on the account.

In the event of a dispute we may freeze the account or require all depositors to sign for all transactions. Ownership may not be changed by will.

Any one owner may make transactions against the account and appoint an attorney in fact for the accounts. Such appointment shall be binding upon all joint depositors and remain in effect despite the later disability, incapacity or death of any joint depositor.

If we are served with legal process affecting a joint account, we may take any action permitted or required by law with regard to this account.

Each joint depositor agrees to notify us immediately of the death of any other joint depositor. We reserve the right to restrict your account until legal and bank requirements are met.

Your account is governed by the laws of the state in which the branch office where you opened your account is located. If your account is opened by mail, your account is governed by the laws of the state of your residence, if we have a branch office located in your state, if we do not have a branch office located in your state, your account is governed by the laws of the Commonwealth of Pennsylvania.

FILED JUL 7 2010 William A Shaw Prothonotary/Clerk of Courts