

08-1278-CD
Combined Life Ins. Vs Jesse Campbell al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION - LAW

No.: 08-1278-CD

Type of Case: _____

COMBINED LIFE INSURANCE
COMPANY OF AMERICA,

Plaintiff

vs.

JESSE JAMES CAMPBELL and
KELLY ANN MCCOY, individually
and as Administratrix of the Estate of
Cindy Jo Coleman,

Type of Pleading: Interpleader Complaint

Filed on Behalf of:
Plaintiff, Combined Insurance Company
of America

Counsel of Record for this Party:

Joshua Bachrach, Esq.
Supreme Court No.: 68788
The Widener Building
One South Penn Square
Philadelphia, PA 19107
Tel: (215) 575-4200

Dated: 7-11-09

FILED Atty pd. \$95.00
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2009 acc Atty
JUL 14 2009
WY
William A. Shaw
Prothonotary/Clerk of Courts

RAWLE & HENDERSON, LLP
By: Joshua Bachrach, Esquire
Identification No. 68788
The Widener Building
One South Penn Square
Philadelphia, PA 19107
Tel: (215) 575-4200
Fax: (215) 563-2583

Attorneys for Plaintiff,
Combined Insurance Company
of America

COMBINED INSURANCE COMPANY
OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Civil No.:

JESSE JAMES CAMPBELL and
KELLY ANN MCCOY, individually
and as Administratrix of the Estate of
Cindy Jo Coleman,

Defendants.

NOTICE TO PLEAD

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 without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property of other rights important to you.

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

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral and Information Service,
1101 Market Street, 11th Floor,
Philadelphia, PA 19107-2911
(215) 238-6333

AVISO

"Le han demandado a usted en la corte. Si, usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

ASSOCIACION DE LICENCIADOS DE FILADELPHIA
Servicio De Referencia E Informacion Legal
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Attorneys for Plaintiff,
Combined Insurance Company
of America

| | | |
|--|---|-----------------------|
| COMBINED INSURANCE COMPANY | : | COURT OF COMMON PLEAS |
| OF AMERICA | : | CLEARFIELD COUNTY |
| Plaintiff, | : | |
| v. | : | Civil No.: |
| JESSE JAMES CAMPBELL and | : | |
| KELLY ANN MCCOY, individually | : | |
| and as Administratrix of the Estate of | : | |
| Cindy Jo Coleman, | : | |
| Defendants. | : | |

INTERPLEADER COMPLAINT

Plaintiff Combined Insurance Company of America ("Combined"), hereby files this action for equitable interpleader, and in support thereof, avers as follows:

1. Plaintiff Combined is an insurance company existing under the laws of Illinois and which is authorized to do business in the Commonwealth of Pennsylvania. Combined has its administrative office in Chicago, Illinois and its corporate office at 1000 N. Milwaukee Avenue, Glenview, IL 60025.

2. Defendant Jesse James Campbell is an individual and a citizen of the Commonwealth of Pennsylvania with a residence at Clearfield County Jail, 115 Twenty-First Street, Clearfield, PA 16830.

3. Defendant Kelly Ann McCoy is the Administratrix of the Estate of Cindy Jo Coleman. Ms. McCoy is an individual and a citizen of the Commonwealth of Pennsylvania with

a residence at P.O. Box 21, Smith Hill, Pennsylvania, 16680. Ms. McCoy has an address for service of process c/o Girard Kasubick, Esq., Lehman & Kasubick, 611 Brisbin Street, Houtzdale, PA 16651.

4. Cindy Jo Coleman died on March 13, 2008. See Local Registrar's Certification of Death, a true and correct copy of which is attached as Exhibit "A."

5. At the time of her death, Ms. Coleman was insured under Combined life insurance policy number T0499524 (the "Policy"). See Policy, a true and correct copy of which is attached as Exhibit "B."

6. As a result of Ms. Coelman's death, benefits totaling \$42,000 became payable. See Exhibit "B," Rider Schedule, and Claim Form, a true and correct copy of which is attached as Exhibit "C."

7. Defendant Campbell is the named beneficiary under the Policy. See Beneficiary Designation, a true and correct copy of which is attached as Exhibit "D."

8. Defendant Campbell has been charged with the murder of Ms. Coleman, his mother. See Police Report and Criminal Complaint, a true and correct copy of which is attached as Exhibit "E."

9. Defendant McCoy is the Administratrix of the Estate of Cindy Jo Coleman and has asserted a claim for benefits under the Policy. See Letters of Administration, a true and correct copy of which is attached as Exhibit "F."

10. As of the date this Complaint is filed, defendants Campbell and McCoy have asserted and are maintaining competing claims to the benefits due under the Policy.

11. As result of the multiple and competing claims, Combined is in doubt as to whom benefits are payable, cannot determine the proper beneficiary under the Policy and is at risk of

multiple liability due to defendants' competing claims. Plaintiff Combined does not contest that benefits are payable under the Policy and seeks to deposit the amount of its liability for benefits into the registry of this court so that the defendants may assert their claims and the court may determine the correct beneficiary.

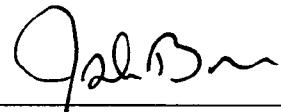
12. Plaintiff Combined also seeks an order restraining and/or enjoining defendants from filing suits against plaintiff for said benefits, otherwise, plaintiff is subject to multiple claims, inconsistent judgments, the potential for multiple liability and the resulting prejudice.

13. Plaintiff Combined herewith pays into the registry of the court Forty-Two Thousand Dollars (\$42,000.00), the amount due under the terms of the Policy, together with any applicable interest, and agrees to abide by all orders of this court.

WHEREFORE, plaintiff Combined Insurance Company of America prays for judgment as follows:

- (a) That each of the defendants be ordered to settle among themselves their rights and claims to benefits due under the Policy, totaling \$42,000.00;
- (b) That each of the defendants, and their agents, attorneys, representatives, assigns, and all persons claiming by, through, or under them, or any of them, be perpetually enjoined and restrained from instituting or prosecuting further any proceeding against the plaintiff on account of the above-mentioned Policy;
- (c) That plaintiff be fully and finally discharged from all further liability and be relieved of its duty to defend by reason of payment of the proceeds of the insurance Policy into this Court;
- (d) That plaintiff be awarded reasonable attorneys' fees and costs together with any other relief this Court deems fair and just.

RAWLE & HENDERSON, LLP



By: Joshua Bachrach, Esquire
Identification No. 68788
The Widener Building
One South Penn Square
Philadelphia, PA 19107

EXHIBIT A

EXHIBIT A



LOCAL REGISTRAR'S CERTIFICATION OF DEATH

WARNING: It is illegal to duplicate this copy by photostat or photograph.

Fee for this certificate, \$6.00

P 14438741

Certification Number

14 Should read

Divorced

3/20/08

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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 for permanent filing.

J. B. Bell
Local Registrar

3/18 pg

Date Issued

15-14 REV 11/2008
TYPE I PRINT IN
PERMANENT
INK ONLY

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS

CORONER'S CERTIFICATE OF DEATH

1976 FINE PLATELET
(See also on reverse)

LITERATE PROGRAM

Sherkel

Discordia Print No 0184070

COPY**CONTINUATION**

This policy is issued in consideration of the statement contained in the application and payment of the first premium. Combined agrees to pay you, the Insured, benefits in the application, subject to the terms and limitations of this policy. Benefits will be paid for the following losses resulting from accidental bodily injuries which are the direct and independent cause of the injury. Combined's policy is in force (herein referred to as "Injury"). Benefits will be paid in accordance with the Schedule of Premiums and Benefits (herein also referred to as "Schedule") of Combined Insurance Company of America ("the Company"). Each premium and benefits will increase annually for the first ten years. In addition, in accordance with the Schedule and subject to the Premium and Benefit Limitations (herein called Combined).

Home Office and Policyholder Service Center
5050 Broadway • Chicago, Illinois 60640
1-800-226-1500

If because of Injury and within 90 days of the accident that caused the Injury, you are confined overnight as an inpatient in a Hospital, Combined will pay benefits in accordance with **THIS IS A NON-PARTICIPATING POLICY** with the first day and for up to your actual confinement.

SECTION A GUARANTEED RENEWABLE FOR LIFE ACCIDENT ONLY POLICY
SECTION B WITH SCHEDULED ANNUAL INCREASES IN PREMIUMS AND BENEFITS

If because of Injury you are confined overnight as an **INPATIENT** in a Hospital, Combined will pay benefits in accordance with **THIS IS AN ACCIDENT ONLY POLICY**. Benefits are payable under Section A. Combined does not pay benefits under Section A, the benefit amount shown in the **(AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS)**

SECTION C Premiums and benefits will increase each year, for the first ten years, as shown in the Schedule of Premiums and Benefits.

Following is a brief description of benefits in a Hospital for the first ten years. READ YOUR POLICY CAREFULLY. This is a legal contract between the Insured and Combined. READ YOUR POLICY CAREFULLY.

This benefit is payable for a minimum of 10 days of hospital confinement but not to exceed three times the number of days of such hospital confinement. You are considered **Totally Disabled** to receive this benefit if you are **confined** for 180 days.

| SECTION | Benefit | 2. Consideration | 3. General Provisions | 4. Premium and Benefit Increases | 5. Renewability | 6. Outpatient Surgery | 7. Right to Examine Policy | 8. Discreet Clauses | 9. Schedule of Premiums and Benefits | 10. Section D. | 11. Section E. | 12. Section F. | 13. Section G. | 14. Section H. | 15. Section I. | 16. Section J. | 17. Section K. | 18. Section L. | 19. Section M. | 20. Section N. | 21. Section O. | 22. Section P. | 23. Section Q. | 24. Section R. | 25. Section S. | 26. Section T. | 27. Section U. | 28. Section V. | 29. Section W. | 30. Section X. | 31. Section Y. | 32. Section Z. |
|------------------|--|--|-------------------------|----------------------------------|-----------------|-----------------------|----------------------------|---------------------|--------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| SECTION A | Daily Hospital Income | RECOVERY INCOME PAYABLE | 2. Consideration | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Daily Intensive Care Income | OUTPATIENT SURGERY PAYABLE IN ADDITION TO OTHER INSURANCE | General Provisions | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Emergency Room | | | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Physician's Care | | | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Recovery Income Following Hospital Confinement | | | Renewability | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Recovery Income Following Accident | | | Right to Examine Policy | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Recovery Income Following Emergency Room | | | Discreet Clauses | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Outpatient Surgery | EMERGENCY ROOM PAYABLE IN ADDITION TO OTHER INSURANCE | Section D. | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Claim Information | | Uniform Provisions | 3/5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | What Certain Terms Mean | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT B

100% **100% **100%****

COPY



Combined Insurance Company of America

(herein called Combined)
Home Office and Policyholder Service Center
5050 Broadway • Chicago, Illinois 60640
1-800-228-4500

THIS IS A NON-PARTICIPATING POLICY

**GUARANTEED RENEWABLE FOR LIFE ACCIDENT ONLY POLICY
WITH SCHEDULED ANNUAL INCREASES IN PREMIUMS AND BENEFITS**

**THIS IS AN ACCIDENT ONLY POLICY
AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS**

Premiums and benefits will increase each year, for the first ten years, as shown in the Schedule of Premiums and Benefits.

This is a legal contract between the Insured and Combined. READ YOUR POLICY CAREFULLY.

GUIDE TO YOUR POLICY

| | Page | Page | |
|--|------|--|-----|
| Benefits: | | | |
| Daily Hospital Income | 2 | Consideration | 2 |
| Daily Intensive Care Income | 2 | General Provisions | 5 |
| Emergency Room | 2 | Payable in Addition to Other Insurance | 3 |
| Physician's Care | 2 | Premium and Benefit Increases | 2 |
| Recovery Income Following Hospital Confinement | 2 | Renewability | 1 |
| Recovery Income Following Outpatient Surgery | 2 | Right to Examine Policy | 1 |
| Claim Information | 4 | Schedule of Premiums and Benefits | 6 |
| | | Uniform Provisions | 3/5 |
| | | What Certain Terms Mean | 3 |

Optional Riders follow Page 6

30 DAY RIGHT TO EXAMINE POLICY

If this policy is not satisfactory for any reason, within 30 days of the issue date you can return it to Combined or its agent. Any premium paid will be refunded and this policy will be void from its beginning.

GUARANTEED RENEWABLE

Combined guarantees your right to renew this policy for your lifetime so long as the scheduled premium for the appropriate Policy Anniversary Year is paid on or before the due date or within the grace period. For the first ten years the policy is in force the premiums and benefits will increase each Policy Anniversary Year in accordance with the Schedule of Premiums and Benefits for the plan selected on the application. Combined will not change the premiums except as shown in the Schedule of Premiums and Benefits.

CONSIDERATION

This policy is issued in consideration of the statements contained in the application and payment of the first premium. Combined agrees to pay you, the Insured named in the application, subject to the terms and limitations of this policy. Benefits will be paid for the following losses resulting from accidental bodily injuries which are the direct and independent cause of the loss and incurred while this policy is in force (herein referred to as "Injury"). **Benefits will be paid in accordance with the Schedule of Premiums and Benefits (herein also referred to as "Schedule") for the plan selected and the appropriate Policy Anniversary Year. Both premiums and benefits will increase each Policy Anniversary Year in accordance with the Schedule and subject to the Premium and Benefit Increases Section.**

SECTION A DAILY HOSPITAL INCOME - ACCIDENT

If because of Injury and within 90 days of the accident that caused the Injury, you are confined overnight as an Inpatient in a Hospital, Combined will pay for each day of such confinement, starting with the first day and for up to your lifetime, the benefit amount shown in the Schedule under Section A.

SECTION B DAILY INTENSIVE CARE INCOME - ACCIDENT

If because of Injury you are confined in an Intensive Care Unit during a period for which benefits are payable under Section A, Combined will pay for each day of such confinement, in addition to Section A, the benefit amount shown in the Schedule under Section B.

SECTION C RECOVERY INCOME FOLLOWING HOSPITAL CONFINEMENT - ACCIDENT

Following a period of confinement in a Hospital for which benefits are payable under Section A, Combined will pay the benefit amount shown in the Schedule under Section C.

This benefit is payable for a minimum of 10 days following such confinement but not to exceed three times the number of days of such Hospital confinement. You must be continuously Totally Disabled to receive this benefit after the first 10 days.

SECTION D RECOVERY INCOME FOLLOWING OUTPATIENT SURGERY - ACCIDENT

If because of Injury you are continuously Totally Disabled beginning within 30 days following Outpatient Surgery performed within 90 days of the accident, Combined will pay while you remain Totally Disabled and for up to a maximum of 6 months for any one accident, the benefit amount shown in the Schedule for this Section D.

SECTION E EMERGENCY ROOM - ACCIDENT

If because of Injury and within 48 hours of the accident that caused the Injury, you require emergency treatment at a Hospital emergency room, a Hospital affiliated Emergency Care Facility or 24 hour Emergency Care Facility, Combined will pay the benefit amount shown in the Schedule under Section E for any one accident.

SECTION F PHYSICIAN'S CARE - ACCIDENT

If because of Injury and within 90 days of the accident that caused the Injury, you require treatment from a Physician, Combined will pay the benefit amount shown in the Schedule under Section F for any one accident.

PREMIUM AND BENEFIT INCREASES

For the first ten years this policy is in force, the premiums and benefits will increase each Policy Anniversary Year shown in the Schedule of Premiums and Benefits for the plan selected. All benefits payable under this policy shall be calculated based on the scheduled benefits for the Policy Anniversary Year in which the accident occurred. Benefits are not payable based on any other date.

In the event your policy lapses due to non-payment of premium, you may reinstate your policy in accordance with the Reinstatement provision and the calculation of your Policy Anniversary Year will be subject to the definition of Policy Anniversary Year.

PAYABLE IN ADDITION TO OTHER INSURANCE

Benefits provided by this policy are payable in addition to those provided by any other insurance policy.

This policy pays in excess and not in duplication of first party benefits provided by the motor vehicle financial liability law and workers' compensation.

WHAT CERTAIN TERMS MEAN

"Emergency Care Facility" is an institution which meets the following requirements: (1) operates pursuant to law; (2) has a staff of at least one licensed Physician and one registered nurse available at all times; and (3) has facilities for diagnosis and treatment of injury-related emergencies.

"Hospital" is an institution located in the United States or Canada which meets all of the following requirements: (a) operates pursuant to state or provincial law for Hospitals located in the United States or Canada; (b) operates primarily for the care and treatment of sick or injured persons as Inpatients; and (c) provides 24 hour nursing service.

"Hospital" does not include a nursing home or convalescent care facility, whether such facility is independent or associated with a Hospital.

"Inpatient" means Hospital confinement which the Hospital classifies as Inpatient. It does not mean confinement on an outpatient basis.

"Intensive Care Unit" means that part of a Hospital (other than a patient's room, operating room or recovery room) where patients receive continual nursing care and which is commonly known as the Intensive Care or cardiac care Unit.

"Outpatient Surgery" is the cutting of tissue or the repair or removal of bodily parts that have been damaged in an accident, followed by the suturing of the resulting wound performed in a Hospital operating room as an outpatient, an Ambulatory Surgical Center, Emergency Care Facility, emergency room, Physician's office or clinic. Outpatient Surgery must be performed by a Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license in treating an Injury.

"Policy Anniversary Year" means each continuous 12 month period the policy is in force beginning from the issue date of the policy. Any amount of time accrued between the last Policy Anniversary Year and the reinstatement date which does not equal a continuous 12 month period the policy is in force will not be taken into account in the calculation of a Policy Anniversary Year.

"Totally Disabled" or "Total Disability" means the inability to perform all of the substantial and material duties of your business or occupation (usual activities if not employed). You must be under the care of a Physician other than yourself or a member of your immediate family, which includes the following relatives: spouse, parents, children, brothers, sisters, grandchildren, aunts and uncles.

UNIFORM PROVISIONS

(1) ENTIRE CONTRACT; CHANGES: This policy with the application and attached papers, if any, is the entire contract between the Insured and Combined. No change in this policy will be effective until approved by an executive officer of Combined. This approval must be noted on or attached to this policy. No agent may change this policy or waive any of its provisions.

(2) TIME LIMIT ON CERTAIN DEFENSES: (a) After 2 years from the issue date, only fraudulent misstatements made by the applicant in the application may be used to void the policy or deny any claim for loss incurred or disability (as defined in the policy) that starts after the 2 year period. (b) No claim for loss incurred or disability (as defined in the policy) commencing after the issue date will be reduced or denied on the grounds that a disease or physical condition had existed prior to the effective date of coverage of this policy.

(3) GRACE PERIOD: This policy has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force.

(4) REINSTATEMENT: If the renewal premium is not paid before the grace period ends, the policy will lapse. Later acceptance of the premium by Combined (or by an agent authorized to accept payment) without requiring an application for reinstatement will reinstate this policy.

If Combined or its agent requires an application, the Insured will be given a conditional receipt for the premium. If the application is approved, the policy will be reinstated as of the approval date. Lacking such approval, the policy will be reinstated on the 45th day after the date of the conditional receipt unless Combined has previously written the Insured of its disapproval.

The reinstated policy will cover only loss that results from an accident as may be sustained after the date of reinstatement. In all other respects the rights of the Insured and Combined will remain the same, subject to any provisions noted on or attached to the reinstated policy.

On your reinstatement date you will begin a new Policy Anniversary Year. Any amount of time accrued prior to reinstatement which does not equal a continuous 12 month period the policy is in force, will not be taken into account in the calculation of a Policy Anniversary Year.

(5) NOTICE OF CLAIM: Written notice of claim must be given within 60 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Combined at its Home Office, Chicago, Illinois or to Combined's agent. Notice should include the name of the Insured and the policy number.

(6) CLAIM FORMS: When Combined receives the notice of claim, it will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving Combined a written statement of the nature and extent of the loss within the time limit stated in the Proofs of Loss Section.

(7) PROOFS OF LOSS: If the policy provides for periodic payment for a continuing loss, written proof of loss must be given to Combined within 90 days after the end of each period for which Combined is liable. For any other loss, written proof must be given within 90 days after such loss.

If it was not reasonably possible to give written proof in the time required, Combined shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

(8) TIME OF PAYMENT OF CLAIMS: Benefits for any loss other than loss for which this policy provides periodic payment will be paid immediately upon Combined receiving proper written proof. Subject to Combined receiving proper written proof of loss, all accrued benefits for loss for which this policy provides periodic payment will be paid monthly. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of proper written proof.

(9) PAYMENT OF CLAIMS: Benefits will be paid to the Insured. Policy benefits shall be calculated based on the scheduled benefits for the Policy Anniversary Year in which the accident occurred. Policy benefits are not payable based on any other date. Loss of life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at Combined's option, either to the Insured's beneficiary or estate.

(10) PHYSICAL EXAMINATIONS AND AUTOPSY: Combined at its expense has the right to have the Insured examined as often as reasonably necessary while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

(11) LEGAL ACTIONS: No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of 3 years from the time written proof of loss is required to be given.

(12) CONFORMITY WITH STATE STATUTES: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which the Insured resides on that date is amended to conform to the minimum requirements of such laws.

(13) CHANGE OF BENEFICIARY: The Insured can change the beneficiary at any time by giving Combined written notice satisfactory to Combined which is received by Combined at its home office during the Insured's lifetime. Unless irrevocably designated, the beneficiary's consent is not required.

GENERAL PROVISIONS

A. This policy becomes effective on the date issued. It begins and ends at 12:01 A.M., Standard Time, at the place where you reside. This policy is issued for your lifetime. It continues in force so long as the applicable scheduled premium is paid on or before the due date or within the grace period.

B. This policy is issued in consideration of the first premium paid in advance. If payment of the first premium is made by check or draft not honored, this policy shall be void.

C. Benefits for less than one month will be pro rated on a daily basis.

This policy is issued by COMBINED INSURANCE COMPANY OF AMERICA. It shall not be binding on Combined unless a copy of the application has been countersigned by our authorized agent.



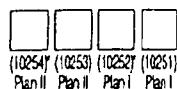
Chairman and
Chief Executive Officer



Corporate Secretary

*Optional Accidental Death and Dismemberment Rider has been selected.

- Plan Selected



SCHEDULE OF PREMIUMS AND BENEFITS

PLAN II

| Policy Anniversary Year | Semi-Annual Premium | Monthly Premium | Hospital Income (Daily Benefit) | Intensive Care Income (Daily Benefit) | Recovery Income Following Hospital Confinement (Daily Benefit) | Recovery Income Following Outpatient Surgery (Monthly Benefit) | Emergency Room (Per Accident) | Physician's Care (Per Accident) |
|-------------------------|---------------------|-----------------|---------------------------------|---------------------------------------|--|--|-------------------------------|---------------------------------|
| At Issue | \$104.00 | \$ 16.00 | \$100.00 | \$1,000.00 | \$100.00 | \$1,000.00 | \$150.00 | \$ 60.00 |
| 1 | \$109.20 | \$ 16.80 | \$105.00 | \$1,050.00 | \$105.00 | \$1,050.00 | \$157.50 | \$ 63.00 |
| 2 | \$114.40 | \$ 17.60 | \$110.00 | \$1,100.00 | \$110.00 | \$1,100.00 | \$165.00 | \$ 66.00 |
| 3 | \$119.60 | \$ 18.40 | \$115.00 | \$1,150.00 | \$115.00 | \$1,150.00 | \$172.50 | \$ 69.00 |
| 4 | \$124.80 | \$ 19.20 | \$120.00 | \$1,200.00 | \$120.00 | \$1,200.00 | \$180.00 | \$ 72.00 |
| 5 | \$130.00 | \$ 20.00 | \$125.00 | \$1,250.00 | \$125.00 | \$1,250.00 | \$187.50 | \$ 75.00 |
| 6 | \$135.20 | \$ 20.80 | \$130.00 | \$1,300.00 | \$130.00 | \$1,300.00 | \$195.00 | \$ 78.00 |
| 7 | \$140.40 | \$ 21.60 | \$135.00 | \$1,350.00 | \$135.00 | \$1,350.00 | \$202.50 | \$ 81.00 |
| 8 | \$145.60 | \$ 22.40 | \$140.00 | \$1,400.00 | \$140.00 | \$1,400.00 | \$210.00 | \$ 84.00 |
| 9 | \$150.80 | \$ 23.20 | \$145.00 | \$1,450.00 | \$145.00 | \$1,450.00 | \$217.50 | \$ 87.00 |
| 10 and over | \$156.00 | \$ 24.00 | \$150.00 | \$1,500.00 | \$150.00 | \$1,500.00 | \$225.00 | \$ 90.00 |

PLAN I

| Policy Anniversary Year | Semi-Annual Premium | Monthly Premium | Hospital Income (Daily Benefit) | Intensive Care Income (Daily Benefit) | Recovery Income Following Hospital Confinement (Daily Benefit) | Recovery Income Following Outpatient Surgery (Monthly Benefit) | Emergency Room (Per Accident) | Physician's Care (Per Accident) |
|-------------------------|---------------------|-----------------|---------------------------------|---------------------------------------|--|--|-------------------------------|---------------------------------|
| At Issue | \$52.00 | \$ 8.00 | \$ 50.00 | \$ 500.00 | \$ 50.00 | \$ 500.00 | \$ 75.00 | \$ 30.00 |
| 1 | \$54.60 | \$ 8.40 | \$ 52.50 | \$ 525.00 | \$ 52.50 | \$ 525.00 | \$ 78.75 | \$ 31.50 |
| 2 | \$57.20 | \$ 8.80 | \$ 55.00 | \$ 550.00 | \$ 55.00 | \$ 550.00 | \$ 82.50 | \$ 33.00 |
| 3 | \$59.80 | \$ 9.20 | \$ 57.50 | \$ 575.00 | \$ 57.50 | \$ 575.00 | \$ 86.25 | \$ 34.50 |
| 4 | \$62.40 | \$ 9.60 | \$ 60.00 | \$ 600.00 | \$ 60.00 | \$ 600.00 | \$ 90.00 | \$ 36.00 |
| 5 | \$65.00 | \$10.00 | \$ 62.50 | \$ 625.00 | \$ 62.50 | \$ 625.00 | \$ 93.75 | \$ 37.50 |
| 6 | \$67.60 | \$10.40 | \$ 65.00 | \$ 650.00 | \$ 65.00 | \$ 650.00 | \$ 97.50 | \$ 39.00 |
| 7 | \$70.20 | \$10.80 | \$ 67.50 | \$ 675.00 | \$ 67.50 | \$ 675.00 | \$101.25 | \$ 40.50 |
| 8 | \$72.80 | \$11.20 | \$ 70.00 | \$ 700.00 | \$ 70.00 | \$ 700.00 | \$105.00 | \$ 42.00 |
| 9 | \$75.40 | \$11.60 | \$ 72.50 | \$ 725.00 | \$ 72.50 | \$ 725.00 | \$108.75 | \$ 43.50 |
| 10 and over | \$78.00 | \$12.00 | \$ 75.00 | \$ 750.00 | \$ 75.00 | \$ 750.00 | \$112.50 | \$ 45.00 |

All benefits payable under this policy shall be calculated based on the scheduled benefits for the Policy Anniversary Year in which the accident occurred. Benefits are not payable based on any other date. In the event your policy lapses due to non-payment of premium, you may reinstate your policy in accordance with the Reinstatement provision and the calculation of your Policy Anniversary Year will be subject to the definition of Policy Anniversary Year.

(10198S)

COMBINED INSURANCE COMPANY OF AMERICA
5050 Broadway, Chicago, Illinois 60640

RIDER SCHEDULE

COPY

COPY

COPY

Insured

Issue Date

Policy Number

| POLICY ANNIVERSARY YEAR | PREMIUM | | |
|------------------------------------|--------------------|----------------|----------------------|
| | Semi-Annual | Monthly | PRINCIPAL SUM |
| At Issue | \$26.00 | \$4.00 | \$40,000.00 |
| 1 | \$27.30 | \$4.20 | \$42,000.00 |
| 2 | \$28.60 | \$4.40 | \$44,000.00 |
| 3 | \$29.90 | \$4.60 | \$46,000.00 |
| 4 | \$31.20 | \$4.80 | \$48,000.00 |
| 5 | \$32.50 | \$5.00 | \$50,000.00 |
| 6 | \$33.80 | \$5.20 | \$52,000.00 |
| 7 | \$35.10 | \$5.40 | \$54,000.00 |
| 8 | \$36.40 | \$5.60 | \$56,000.00 |
| 9 | \$37.70 | \$5.80 | \$58,000.00 |
| 10 and over | \$39.00 | \$6.00 | \$60,000.00 |

**ACCIDENTAL DEATH AND DISMEMBERMENT RIDER
WITH SCHEDULED ANNUAL INCREASES IN PREMIUMS AND BENEFITS**

For the first 10 years the premiums and the benefits increase each policy anniversary year as shown in the rider schedule.

In consideration of the premium paid for this rider, it is agreed that the following benefit is added to the policy:

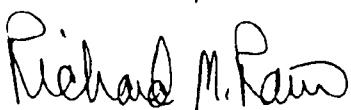
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If you sustain an Injury which is the cause of loss of your life, sight or limbs, Combined will pay the Principal Sum shown in the Rider Schedule for loss of life, loss of multiple limbs or loss of sight in both eyes and one-half of the Principal Sum for loss of one limb or loss of sight of one eye. Loss due to dismemberment or loss of sight must occur within 180 days of the accident causing the Injury.

Only one of the benefit amounts, the greater, will be paid for Injury resulting from one accident. Loss of a limb shall mean the total loss of function. Loss of sight of an eye shall mean the loss of sight to the extent of legal blindness as defined by IRS Standards.

This rider is part of the policy and is subject to all policy terms, limitations and provisions.

This rider takes effect and expires at the same time as the policy.



Chairman and
Chief Executive Officer



Corporate Secretary

COPY

Licensed Resident Agent

EXHIBIT C

COMBINED INSURANCE COMPANY OF AMERICA

HOME OFFICE • 5050 BROADWAY, CHICAGO, ILLINOIS 60640

CLAIM
NUMBER

NAME
ADDRESS

MAIL DEPT. #9

PLEASE PRINT—DO NOT WRITE

| | | | | | | | |
|---|--------------------------|-----------------------------|--|------------------------------|---|--|--|
| CLAIMANT'S FULL NAME MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS Cindy J. Coleman | | | SOCIAL SECURITY # <input type="text"/> | E-MAIL ADDRESS N/A | | | |
| PLEASE LIST OTHER NAMES THAT YOU MAY USE SUCH AS MAIDEN NAME, NICKNAME, ETC. Cindy Jo Coleman | | | AREA CODE 814 | HOME PHONE | BUSINESS PHONE | | |
| ADDRESS (Street and No.) <input type="text"/> | | (City) <input type="text"/> | (State) <input type="text"/> | (Zip) <input type="text"/> | POLICY NUMBER(6) <input type="text"/> a) T0499524 | FORM NUMBER(S) <input type="text"/> a) 10254 | LAST PAYMENT DATE b) MO 03 DAY 17 YR. 08 |
| BIRTH DATE <input type="text"/> | MO. <input type="text"/> | DAY <input type="text"/> | YR. <input type="text"/> | HEIGHT <input type="text"/> | WEIGHT <input type="text"/> | b) <input type="text"/> | b) <input type="text"/> |
| Is claimant eligible for Medicaid or a similar state program? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> | | | c) <input type="text"/> | c) <input type="text"/> | c) <input type="text"/> | ARE YOU ALSO FILING CLAIM UNDER WORKERS' COMP. ACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> | |
| IF YOU HAVE OTHER ACCIDENT, SICKNESS OR HOSPITAL INSURANCE, GIVE COMPANY NAME N/A | | | | | | | |

| | | | | | | | |
|---|--|---|--|---|--|----------------------|--|
| IF CLAIM IS FOR SICKNESS PLEASE COMPLETE | DATE OF FIRST SYMPTOMS MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> | HAVE YOU EVER HAD SAME OR SIMILAR CONDITION? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> | | MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> IF YES, GIVE DATE <input type="text"/> / <input type="text"/> / <input type="text"/> | | | |
| | NATURE OF SICKNESS | | | | | <input type="text"/> | |
| IF CLAIM IS FOR ACCIDENT PLEASE COMPLETE | DATE OF ACCIDENT MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> | TIME OF ACCIDENT <input type="text"/>AMPM | NATURE OF INJURIES Death - Criminal Homicide | | | | |
| | PLEASE STATE EXACTLY WHERE YOU WERE WHEN ACCIDENT OCCURRED | | | | | | |
| | WHAT WERE YOU DOING WHEN ACCIDENT OCCURRED? | | | | | | |
| | PLEASE DESCRIBE IN DETAIL HOW ACCIDENT OCCURRED See attached newspaper articles. | | | | | | |
| HOSPITAL'S NAME AND ADDRESS AND CONFINEMENT DATES | | MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> | MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> | MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> | MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> | | |
| FROM <input type="text"/> / <input type="text"/> / <input type="text"/> TO <input type="text"/> / <input type="text"/> / <input type="text"/> | | | | | | | |
| ATTENDING PHYSICIANS' NAMES AND ADDRESSES | | DATES OF TREATMENT | | | | | |
| <input type="text"/> | | | | | | | |
| <input type="text"/> | | | | | | | |
| MO. <input type="text"/> DAY <input type="text"/> YR. <input type="text"/> MO. <input type="text"/> DAY <input type="text"/> YR. | | | | | | | |
| A) TOTAL DISABILITY: BETWEEN WHAT DATES WERE YOU UNABLE TO PERFORM ANY DUTIES? | | | | A) FROM <input type="text"/> / <input type="text"/> / <input type="text"/> THROUGH <input type="text"/> / <input type="text"/> / <input type="text"/> | | | |
| B) DATE RETURNED TO WORK | | | | B) <input type="text"/> / <input type="text"/> / <input type="text"/> | | | |
| C) PARTIAL DISABILITY: BETWEEN WHAT DATES WERE YOU ABLE TO PERFORM ONLY PARTIAL DUTIES? | | | | C) FROM <input type="text"/> / <input type="text"/> / <input type="text"/> THROUGH <input type="text"/> / <input type="text"/> / <input type="text"/> | | | |

WOULD IT BE ALL RIGHT IF, DURING THE NEXT YEAR, WE MENTION YOUR CLAIM BENEFITS WHEN TALKING TO PROSPECTIVE POLICYHOLDERS ABOUT OUR CLAIM SERVICE? YES NO
IF YOU WISH TO DISCONTINUE THIS AUTHORIZATION AT ANY TIME, PLEASE CALL US AT 1-800-225-4500. THANK YOU.

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 such person to criminal and civil penalties.

DATED: **04 / 17 / 08**
000648-PA

SIGNED: **X Kelly A. McKey Admin**
CLAMANT'S SIGNATURE (Minor, Parent's Signature) R 404

AUTHORIZATION TO RELEASE INFORMATION

I authorize any hospital, medical practitioner, medically related facility, insurance company, employer or consumer reporting agency to release to Combined Insurance Company of America any information concerning my health for the purpose of processing a claim. Combined is also authorized to disclose such information to any doctor. This authorization or photocopy shall be valid for the duration of the claim. A copy is available upon request.

DATED: **04 / 17 / 08**

SIGNED: **X Kelly A. McKey Admin**
CLAMANT'S SIGNATURE (Minor, Parent's Signature)



APPLICATION TO:
COMBINED INSURANCE COMPANY OF AMERICA
Chicago, IL 60640



Issue Ages 6 months-69 years
• ACCIDENT ONLY POLICY •

101

MR MS MRS INSURED'S NAME (FIRST NAME, MIDDLE INITIAL, LAST NAME)
Cindy J Coleman

FIRM NAME

Form No
10198-PA

OCCUPATION

DATE OF BIRTH

PLAN NUMBER

BUSINESS ADDRESS (NO & STREET)

(10251) (10252) (10253) (10254)

CITY

STATE ZIP CODE + 4

RESIDENCE ADDRESS (NO & STREET)

RESIDENCE PHONE NUMBER

CITY

STATE ZIP CODE + 4

BENEFICIARY NAME

BENEFICIARY RELATIONSHIP TO INSURED

Jesse Campbell

Son

AGENT'S DIRECTIONS

E-MAIL ADDRESS FOR INSURED

@

ALTERNATE PHONE NUMBER

SF SM SH SW
BC HC SPANISH PREFERRED

REF/LINKAGE POLICY NO.

Is the insured covered by Medicaid? YES
(I understand that if my response is yes, the insured is not eligible for this coverage.)

NO X

ISSUE DATE

05 17 2006

INITIAL PREMIUM

POLICY \$ 16 00 INITIAL COLLECTION
CASH CHECK ZERO DN

(If the Insured is on, or goes on Medicaid, some or all of the policy benefits may be paid to the Medicaid agency.)

RIDER \$ 4 00 RENEWAL COLLECTION METHOD

X

Permission to show your name/firm name for marketing purposes only? YES X NO

FIELD APC OTHER

Is this policy intended to replace any existing policy? YES NO X

TOTAL \$ 20 00 PAYMENT MODE

S A MO OTHER+

FIELD USE ONLY SEL RT MO 5

APC

* MODE

00
00
00
00
PCO 00

I understand that the policy is an accident only policy and does not pay benefits for loss from sickness.
I also affirm that neither I nor the Insured are on Medicaid.

Signature of Applicant *Cindy J Coleman*

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 such person to criminal and civil penalties.

FOR PERSONS ELIGIBLE FOR MEDICARE: I acknowledge receipt of the "Guide to Health Insurance for People with Medicare" and duplication notice
I acknowledge receipt of the policy and outline of coverage.

SIGNATURE OF APPLICANT *Cindy J Coleman*

SOCIAL SECURITY NUMBER

SIGNATURE OF LICENSED PROFESSIONAL AGENT *Angie*

AGENT CODE

ESPA

Signature of Manager

The answers to the above questions are true to the best of my knowledge and belief



TO: DJ FORD

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELDMagisterial District # 48-3-04
MDJ Hon James HAWKINS'
Address 251 Spring St.
Houtzdale PA 16651
Telephone (814) 378 - 7130

DET COPY

DEFENDANT

POLICE CRIMINAL COMPLAINT
COMMONWEALTH OF PENNSYLVANIA
VS.

(NAME AND ADDRESS)

| | | |
|----------------------------------|-------------|-----------|
| Jesse | James | CAMPBELL |
| First Name | Middle Name | Last Name |
| 48 Terrace Drive, Apartment #104 | | Gen. |
| Houtzdale PA 16651 | | TL |
| L | | |

1-Felony Full
 2-Felony Ltd.
 3-Felony Surrounding States
 Distance:
 4-Felony No Ext.
 5-Felony Pend.
 A-Misdemeanor Full
 B-Misdemeanor Limited
 C-Misdemeanor Surrounding States
 D-Misdemeanor No Extradition
 E-Misdemeanor Pending

| | | | | | | | | |
|---|---|---|--|---------------------|--|---|--|------|
| DEFENDANT IDENTIFICATION INFORMATION | | | | | | | | |
| RACE | ETHNICITY | Docket Number | Date Filed | OTNL JV Scan Number | Complaint/Incident Number | | | |
| | | (5-35-08) | 03 / 13 / 2008 | K 562609-5 | C03-0937384 | | | |
| | GENDER | DOB | POB | | | | | |
| | | / / | | SSN | Add'l. SSN | | | |
| SID | HAIR COLOR | AKA | First Name | Middle Name | Last Name | | | Gen. |
| | | | | | | | | |
| 25967721 | <input type="checkbox"/> GRY (Gray) <input type="checkbox"/> BLK (Black) <input type="checkbox"/> BLU (Blue) <input checked="" type="checkbox"/> BRO (Brown) <input type="checkbox"/> GRN (Green) | <input type="checkbox"/> RED <input type="checkbox"/> ONG (Red/Aubn.) <input type="checkbox"/> (Orange) <input type="checkbox"/> PLE (Purple) <input type="checkbox"/> PNK (Pink) <input type="checkbox"/> SDY (Sandy) | <input type="checkbox"/> BLN (Blonde)/ <input type="checkbox"/> Strawberry <input type="checkbox"/> WHI (White) <input type="checkbox"/> XXX (Unk/Bald) | EYE COLOR | <input type="checkbox"/> GRN (Green) <input type="checkbox"/> BLK (Black) <input checked="" type="checkbox"/> BLU (Blue) <input type="checkbox"/> BRO (Brown) | <input type="checkbox"/> PNK (Pink) <input type="checkbox"/> GRY (Gray) <input type="checkbox"/> HZL (Hazel) <input type="checkbox"/> MAR (Maroon) | <input type="checkbox"/> MUL (Multicolored) <input type="checkbox"/> MAR (Maroon) <input type="checkbox"/> UNK (Unknown) | |
| Request Lab Services? | State | License Number | Expires | Weight (pounds) | | | | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | PA | 27908290 | 10 / 12 / 2005 | 145 | | | | |
| DEFENDANT VEHICLE INFORMATION | | | | | | | | |
| Plate # | State | Hazmat | Registration Sticker (MMYY) | Comm'l Veh. Ind. | School Veh. | Oth. NCIC Veh. Code | | |
| VIN | Year | Make | / | Model | Style | Color | | |

Office of the Attorney for the Commonwealth: Approved Disapproved because:

(The Attorney for the Commonwealth may require that the complaint, arrest warrant affidavit, or both be approved by the Attorney for the Commonwealth prior to filing. See Pa.R.Crim.P. 507).

William A. SAWYER

(Name of the Attorney for the Commonwealth – Please Print or Type)

(Signature of the Attorney for the Commonwealth)

3/13/08

(Date)

I, Tpr. Kimberly J. RONAN

(Name of the Affiant – Please Print or Type)

PSP/Troop C 533455 & 6790

(PSP/MPOETC – Assigned Affiant ID Number & Badge #)

Of

(Identify Department or Agency Represented and Political Subdivision)
do hereby state: (check appropriate box)PSPSP1300
(Police Agency ORI Number)1. I accuse the above-named defendant who lives at the address set forth above I accuse the defendant whose name is unknown to me but who is described as I accuse the defendant whose name and popular designation or nickname are unknown to me and whom I have therefore designated as John Doe or Jane Doe

with violating the penal laws of the Commonwealth of Pennsylvania at [230]

Woodward Twp.,

(Subdivision Code) (Place-Political Subdivision)

In Clearfield County [17]

(County Code)

on or about 03/12-13/08

AOPC 412A-06

PAGE / OF /

20070221-1

BEST C

POLICE CRIMINAL COMPLAINT

| | | | |
|----------------|------------------------------|----------------------|--|
| Docket Number | Date Filed 03 / 13 / 2008 | OTN/LiveScan Number | Complaint/Incident Number C03-0937384 |
| Defendant Name | First Name Jesse | Middle Name James | Last Name CAMPBELL |

The acts committed by the accused are described below with each Act of Assembly or statute violated, if appropriate:
(Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated.)

| | | | | | | | |
|------------------|--|---|----------------------|---|---|---|--|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A |
|------------------|--|---|----------------------|---|---|---|--|

| | | | | | | | | | |
|-------------------------------------|-----------|---------|------------|--------|-----------------------|--------|-------|-------------------|----------------|
| <input checked="" type="checkbox"/> | 01 | 2501 | (a) | of the | 18 | 1 | FI | | 01A |
| Lead? | Offense # | Section | Subsection | | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |

(Pan DQI Data - Occurred on _____
(If applicable) Work Number _____)

Safety Zone Work Zone

Acts of the accused associated with this Offense:

Criminal Homicide- The above named defendant on about the above mentioned date, Intentionally, knowingly, recklessly or negligently caused the death of another human being. TO WIT: The defendant repeatedly struck the victim(Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife. Victim also sustained deep lacerations to her left wrist. The defendants said actions caused the victim's death.

| | | | | | | | |
|------------------|--|---|----------------------|---|---|---|--|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A |
|------------------|--|---|----------------------|---|---|---|--|

| | | | | | | | | | |
|--------------------------|-----------|---------|------------|--------|-----------------------|--------|-------|-------------------|----------------|
| <input type="checkbox"/> | 02 | 2702 | (a)(1) | of the | 18 | 1 | FI | | 04B |
| Lead? | Offense # | Section | Subsection | | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |

(Pan DQI Data - Occurred on _____
(If applicable) Work Number _____)

Safety Zone Work Zone

Acts of the accused associated with this Offense:

Aggravated Assault- The above named defendant on about the above mentioned date, attempted to cause serious bodily injury to another or caused such injury Intentionally knowingly or recklessly under the circumstances manifesting extreme indifference to the value of human life. TO WIT: The defendant repeatedly struck the victim(Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife causing her serious bodily injury. Victim also had deep lacerations to her left wrist.

| | | | | | | | |
|------------------|--|---|----------------------|---|---|---|--|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A |
|------------------|--|---|----------------------|---|---|---|--|

| | | | | | | | | | |
|--------------------------|-----------|---------|------------|--------|-----------------------|--------|-------|-------------------|----------------|
| <input type="checkbox"/> | | | | of the | | | | | |
| Lead? | Offense # | Section | Subsection | | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |

(Pan DQI Data - Occurred on _____
(If applicable) Work Number _____)

Safety Zone Work Zone

Acts of the accused associated with this Offense:

9

EDWARD CLEARFIELD
BEST COPY

POLICE CRIMINAL COMPLAINT

| | | | |
|---------------------------|------------------------------|----------------------|--|
| POLICE CRIMINAL COMPLAINT | | | |
| Docket Number | Date Filed 03 / 13 / 2008 | OTN/LiveScan Number | Complaint/Incident Number C03-0837364 |
| INC-0837364 | First Name Jesse | Middle Name James | Last Name CAMPBELL |

The acts committed by the accused are described below with each Act of Assembly or statute violated, if appropriate. (Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated.)

Acts of the accused associated with this Offence:

Recklessly Endangering Another Person- The above named defendant on the above mentioned date recklessly engaged in conduct which placed or may have placed another person in danger of death or serious bodily injury. TO WIT: The defendant repeatedly struck the victim (Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife causing her serious bodily injury. Victim also had deep lacerations to her left wrist.

| | | | | | | | | | |
|--|---|--|-------------------|--|--------------------------------------|--|---|------------------------------------|----------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18.901 A | <input type="checkbox"/> Solicitation 18.902 A | Conspiracy 18.903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75.1675 A | | |
| | 04 | 2701 | (a)(2) | of the | 18 | 1 | | 04E | |
| Lead? | Offense # | Section | Subsection | | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| Penalty/DT/Defendant/Attendant (if applicable) Number | | | | | <input type="checkbox"/> Safety Zone | | | <input type="checkbox"/> Work Zone | |

Acts of the accused associated with this Offense:

Simple Assault- The above named defendant on the above mentioned date negligently caused bodily injury to another with a deadly weapon. TO WIT: The defendant repeatedly struck the victim(Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife causing her serious bodily injury. Victim also had deep lacerations to her left wrist.

| | | | | | | | | |
|---|---|--|-------------------|--|--------------------------------------|--|---|------------------------------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 801 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A | |
| | | | of the | | | | | |
| Lead? | Offense # | Section | Subsection | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| 18 903 DPA Data | 18 903 DPA | | | | | | <input type="checkbox"/> Safety Zone | <input type="checkbox"/> Work Zone |
| If applicable, list numbers | | | | | | | | |
| Acts of the accused associated with this Offense: | | | | | | | | |

BEST COPY**POLICE CRIMINAL COMPLAINT**

| | | | |
|----------------|------------------------------|----------------------|--|
| Docket Number | Date Filed 03 / 13 / 2008 | OTN/LiveScan Number | Complaint/Incident Number C03-0837384 |
| Defendant Name | First Name Jesse | Middle Name James | Last Name CAMPBELL |

2. I ask that a warrant of arrest or a summons be issued and that the defendant be required to answer the charges I have made.
3. I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 P.A.C.S. §4904) relating to unsworn falsification to authorities.
4. This complaint is comprised of the preceding page, as well as the attached pages that follow, numbered _____ through _____ specifying offenses and participants, if any.

The acts committed by the accused, as listed and hereafter, were against the peace and dignity of the Commonwealth of Pennsylvania and were contrary to the Act(s) of the Assembly, or in violation of the statutes cited.
(Before a warrant or arrest can be issued, an affidavit of probable cause must be completed, sworn to before the issuing authority, and attached.)

March 13,
Date (Month and Day)2008
(Year)

(Signature of Affiant)

AND NOW, on this date 3/13/08 I certify that the complaint has been properly completed and verified.
An affidavit of probable cause must be completed before a warrant can be issued.

46-3-01
(Magisterial District Court Number)Patrika. Foul
(Issuing Authority)

SEAL

CF08042800200133

BEST COPY**CRIMINAL COMPLAINT**

| | | | |
|-------------------|-------------------------|--|--|
| Docket Number: | Date Filed: 03/13/08 | OTNLiveScan Number (Use Scan Number Preferred) | Complaint/Incident Number C03-09373B4 |
| Defendant's Name: | First: Jesse | Middle: James | Last: CAMPBELL |

AFFIDAVIT of PROBABLE CAUSE

CF08042800200134

5

Your Affiant is Trooper Kimberly J. RONAN of the Pa. State Police, Clearfield Station. I have been employed with the Pa. State Police since September 2002 and I am currently assigned to the Criminal Investigations Unit as a Detective.

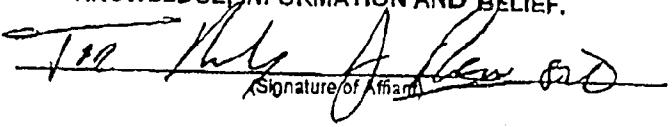
1. On March 13, 2008 at approximately 0268 hours, Anglea Sue ACEY - W/N/F - DOB: [REDACTED] contacted PSP Clearfield and reported the following in substance: Jesse James CAMPBELL - W/N/M - DOB: [REDACTED] 48 Terrace Street, Woodward Terrace, Houlzdale, PA 16651 and Kasandra Elizabeth FISHER - W/N/F - DOB: [REDACTED] my place today and told me that they were going to kill Jesse's mother, Cindy Jo COLEMAN (victim). [REDACTED]
2. On March 13, 2008, at approximately 0430 hours Trooper Murray GRATTAN contacted Cindy Jo COLEMAN'S parents, William COLEMAN - W/N/M - DOB: [REDACTED], and Doris Ann COLEMAN - W/N/F - DOB: [REDACTED] same address as William COLEMAN, and inquired to them as to the whereabouts of Cindy Jo COLEMAN.
3. On March 13, 2008, at approximately 0510 hours William COLEMAN and Doris Ann COLEMAN, went to Cindy Jo COLEMAN'S above listed residence and found her to be deceased.
4. On March 13, 2008 at approximately 0531 hours, Troopers Murry GRATTAN and Douglas SIPPLE arrived at Cindy Jo COLEMAN'S residence and confirmed the death of Cindy Jo COLEMAN. Troopers GRATTAN and SIPPLE related that Cindy Jo COLEMAN had lacerations to both of her wrists and to her neck.
5. On March 13, 2008 at approximately 0700 hours, Trooper William MOSTYN and Cpl. Thomas JOSEPHSON interviewed ACEY and she reported the following in substance: FISHER was here at my place and blurted out that Jesse (CAMPBELL) went to kill his mother (Cathy Jo COLEMAN). I asked her if this was a joke and she said no, that she was being serious. She told me that Jesse was taking his mother's computer and that his mother was going to blame her for receiving it. She said that Jesse's mother was going to send him back to prison and he said that he wanted to kill her.
6. On March 13, 2008 at approximately 0839 hours, Trooper William MOSTYN and Cpl. Thomas JOSEPHSON interviewed James Paul HOOPSICK - W/N/M - DOB: [REDACTED] and he reported the following in substance: I was at Kasey's (FISHER'S) place watching her son. Kasey came back at approximately 0210 hours, and she was hysterical. When I asked her what was wrong, she said that she could not tell me. I asked her if she told Angle (ACEY) what happened, Angle would tell me anyway. Kasey said that her boyfriend (Jesse) was going to do something bad. I asked what? Then she told me that her boyfriend was going to kill his mother. Kasey said that it was over a computer and that it was planned out. Kasey said that CAMPBELL took latex gloves and that CAMPBELL was going to make it look like a burglary. Kasey said that everything was going to be placed in a dumpster or buried out back.
7. On March 13, 2008 at approximately 1030 hours, Trooper William MOSTYN and Cpl. Charles DOMINICK interviewed FISHER at PSP Clearfield. She reported the following in substance: Jesse got a phone call from his mother (Cindy Jo COLEMAN). She was freaking out because he took the computer. She told him that he had to have the computer back in her apartment by 8:00AM or she was calling the cops. She hung up on him and Jesse started mumbling. He said he wanted to kill that bitch over and over. He sat down beside me and said he was going to kill her. Jesse went downtown to get cigarettes. He was gone over twenty five minutes and I freaked out and went over to Angle's house and told her. When Jesse came home he said it got messy. He went in and tried to wake her up. He said he went into another room and grabbed a five pound plastic weight and started hitting her in the face. He then said he started choking her. He said he then grabbed a steak knife from the kitchen. He said the last cut he could see white coming out of her throat. He told me he then grabbed the weight again and struck her in the face. He said he could hear her choking on her blood. He then said he read her the bible. He told me she was dead. He had the same clothes on that he had on when he left. Jesse was wearing a blue sweatshirt, sweatpants, and white sneakers. He took them off inside the door and put them in a white garbage bag. He then went up and got a shower. He told me that he was throwing his clothes away and when I asked why, he told me that it got messy. He said he went up to his mother's and it got real messy and that there was blood everywhere. He asked me to throw the bag in the dumpster and I threw it in the dumpster at the end of the parking lot.

CF08042800200135

6

I, Tpr. Kimberly J. RONAN, #8790

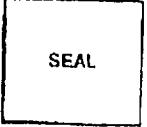
SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


(Signature of Affiant)

Sworn to me and subscribed before me this _____ day of

3-13-08 Patrick N. Ford, Magisterial District Judge.

My commission expires first Monday of January, 2012.


SEAL

AOPC 411C-06

PAGE 7 OF 1

20070221-1

CF08042800200136

SHORT CERTIFICATE – Letters Of Administration

Certificate of Appointment of Administratrix

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

} ss:

The undersigned, Register for the Probate of Wills and granting Letters of Administration in and for the County of Clearfield, in the Commonwealth of Pennsylvania.

DO HEREBY CERTIFY and made known, that on 8th day of April, 2008 Letters Of Administration on the Estate of CINDY JO COLEMAN, deceased, were granted unto KELLY ANN MCCOY, Administratrix having first given security well and truly to administer the same. I further certify that said letters are in full force and effect at the present time, and entitled to full faith and credit.

CF08042800200144

Date of Death: March 13, 2008
File #: 1708-0212
Social Security No.: [REDACTED]

Given under my hand and seal of office this 8th
day of April in the year of our Lord, 2008

Maureen E. Inlow

Register of Wills

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2012

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1278-CD

COMBINED LIFE INSURANCE COMPANY OF AMERICA

VS

JESSE JAMES CAMPBELL and KELLY ANN MCCOY ind. & as Administratrix of the Estate of
Cindy Jo Coleman

INTERPLEADER COMPLAINT

SERVE BY: 08/13/2008

HEARING:

PAGE: 104482

FILED

DEFENDANT: JESSE JAMES CAMPBELL

ADDRESS: CLEARFIELD COUNTY JAIL, 115 TWENTY-FIRST ST.
CLEARFIELD, PA 16830

AUG 04 2008

07:30 AM
William A. Shaw
Prothonotary/Clerk of Courts

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT ONLY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 8/1/08 AT 1050 AM / PM SERVED THE WITHIN

INTERPLEADER COMPLAINT ON JESSE JAMES CAMPBELL, DEFENDANT

BY HANDING TO Jesse James Campbell, self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 115 21st st. Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

INTERPLEADER COMPLAINT FOR JESSE JAMES CAMPBELL

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JESSE JAMES CAMPBELL

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature
S. Hunter
Print Deputy Name

FILED

Aug 04 2008

William A. Sharpe
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1278-CD

COMBINED LIFE INSURANCE COMPANY OF AMERICA

VS

JESSE JAMES CAMPBELL and KELLY ANN MCCOY ind. & as Administratrix of the Estate of
Cindy Jo Coleman

INTERPLEADER COMPLAINT

SERVE BY: 08/13/2008 HEARING: PAGE: 104482

DEFENDANT: KELLY ANN MCCOY
ADDRESS: C/O GIRARD KASUBICK, ESQ., LEHMAN & KASUBICK,
611 BRISBIN ST., HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED
08:30 AM
AUG 05 2008
William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

OCCUPIED

SHERIFF'S RETURN

NOW, 8-4-08 AT 1:36 AM / PM SERVED THE WITHIN

INTERPLEADER COMPLAINT ON KELLY ANN MCCOY, DEFENDANT

BY HANDING TO Girard Kasubick Esq Attorney for Def.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 611 Brisbin St.
Houtzdale, PA 16651

NOW _____ AT _____ AM / PM POSTED THE WITHIN

INTERPLEADER COMPLAINT FOR KELLY ANN MCCOY

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO KELLY ANN MCCOY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

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

COMBINED LIFE INSURANCE
COMPANY OF AMERICA,
Plaintiff

vs.

JESSE JAMES CAMPBELL and
KELLY ANN MCCOY, Individually
and as Administratrix of the
Estate of Cindy Jo Coleman,
Defendants

: No.: 2008-1278-CD
: Type of Case: Civil
: Type of Pleading:
: Answer to Interpleader
: Complaint and
: Cross-Claim against
: Jesse James Campbell
: Filed on behalf of:
: Kelly Ann McCoy,
: Individually and as
: Administratrix of the
: Estate of Cindy Jo
: Coleman
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED
01:15 P.M. 6/6
SEP 09 2008 3cc ATTy
(610)

William A. Shaw
Prothonotary/Clerk of Courts

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

COMBINED LIFE INSURANCE :
COMPANY OF AMERICA, : No.: 2008-1278-CD
Plaintiff :
vs. :
: JESSE JAMES CAMPBELL and :
KELLY ANN MCCOY, Individually :
and as Administratrix of the :
Estate of Cindy Jo Coleman :
Defendants :

NOTICE TO PLEAD

To: Jesse James Campbell

You are hereby notified to file a written response to the Defendant, Kelly Ann McCoy's, Cross-Claim against Jesse James Campbell within twenty (20) days from service hereof or a default judgment may be entered against you.

LEHMAN & KASUBICK


Girard Kasubick, Esquire
Attorney for Defendant

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

COMBINED LIFE INSURANCE :
COMPANY OF AMERICA, : No.: 2008-1278-CD
Plaintiff :
vs. :
: JESSE JAMES CAMPBELL and :
KELLY ANN MCCOY, Individually :
and as Administratrix of the :
Estate of Cindy Jo Coleman :
Defendants :

ANSWER TO INTERPLEADER COMPLAINT

AND NOW COMES, Kelly Ann McCoy, Individually and as
Administratrix of the Estate of Cindy Jo Coleman, by and
through her attorney, Girard Kasubick, Esq., and files the
following Answer to the Interpleader Complaint.

1. Admitted.
2. Admitted.
3. Admitted in part and Denied in part. It is
admitted, Kelly Ann McCoy, is the Administratrix of the
Estate of Cindy Jo Coleman and that service of process
can be made on the attorney for the estate, Girard
Kasubick, Esq. The Administratrix address is incorrect
and is P.O. Box 21, 787 28 Road, Smithmill, PA 16680.

4. Admitted.
5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted in part and Denied in part. It is denied as to whether Defendant Campbell has made a claim because after reasonable investigation Defendant McCoy is without knowledge or information as to whether Defendant Campbell has made a claim to the benefits. It is admitted Defendant McCoy has made a claim to the benefits on behalf of the Estate of Cindy Jo Coleman as set forth on Exhibit "C" attached to the Interpleader Complaint. Defendant McCoy further asserts her claim to the benefits as set forth in the Cross-Claim paragraphs below and which are incorporated herein by reference thereto.

11. Admitted.

12. Admitted subject to the benefits being paid or held as directed by the Court.

13. Admitted.

WHEREFORE, Defendant, Kelly Ann McCoy, Individually and as Administratrix of the Estate of Cindy Jo Coleman, requests your Honorable Court to have the benefits of the Plaintiff's policy paid to the Estate of Cindy Jo Coleman for the benefit of the estate's creditors and legal heirs

as requested in the Cross-Claim set forth below and incorporated herein.

CROSS-CLAIM AGAINST JESSE JAMES CAMPBELL

14. Paragraphs 1 through 13 of Plaintiff's Interpleader Complaint and paragraphs 1 through 13 of Defendant, Kelly Ann McCoy's, Answer to Interpleader Complaint are incorporated herein by reference thereto.

15. The Cross-Claimant is Kelly Ann McCoy, Individually and as Administratrix of the Estate of Cindy Jo Coleman.

16. The Cross-Claim is directed against Jesse James Campbell who is currently incarcerated at the Clearfield County Jail at 115 Twenty-First Street, Clearfield, PA 16830.

17. Jesse James Campbell is incarcerated for criminal homicide and other charges resulting in the death of Cindy Jo Coleman, his mother, as set forth in the Criminal Complaint attached hereto and marked Exhibit "A".

18. The Criminal Complaint being Exhibit "A" attached hereto sets forth alleged facts that Jesse James Campbell willfully and unlawfully killed Cindy Jo Coleman.

19. If convicted, Jesse James Campbell is a slayer as defined under Pennsylvania Law in title 20 of the Pennsylvania Probates, Estates, and Fiduciaries Code in 20 Pa.C.S.A. § 8801.

20. If convicted, Jesse James Campbell is not entitled to the benefits of the Combined life insurance policy number T0499524 (Exhibit "B" attached to Interpleader Complaint) as set forth in 20 Pa.C.S.A. § 8811(a) which directs that benefits of life insurance payable to a slayer be paid to the estate of the decedent who was the insured if no other alternative beneficiary is designated.

21. The Combined life insurance policy number T0499524 did not designate any other beneficiaries than Jesse Campbell as shown on Exhibit "D" attached to the Interpleader Complaint.

22. If convicted, the proceeds of the Combined life insurance policy number T0499524 shall be paid to the

Estate of Cindy Jo Coleman for the benefit of her creditors and heirs.

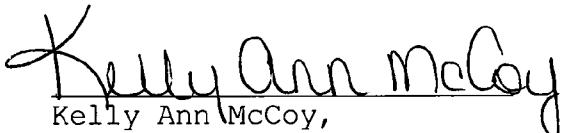
WHEREFORE, the Cross-Claimant, Kelly Ann McCoy, Individually and as Administratrix of the Estate of Cindy Jo Coleman, requests your honorable court to issue an Order that the Plaintiff or the escrow holder of the funds under the Plaintiff's policy number T0499524 be paid to the Estate of Cindy Jo Coleman under 20 Pa.C.S.A. § 8811.

RESPECTFULLY SUBMITTED:


Girard Kasubick, Esq.,
Attorney for Defendant and
Cross-Claimant,
Kelly Ann McCoy

VERIFICATION

I, the undersigned, verify that the statements made in the foregoing Answer to Interpleader Complaint and Cross-Claim against Jesse James Campbell is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.


Kelly Ann McCoy,
Individually and as
Administratrix of the
Estate of Cindy Jo Coleman

TO: DJ FORD

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF: CLEARFIELD
 Magisterial District # 46-3-04
 MDJ Hon James HAWKINS
 Address 251 Spring St.
 Houtzdale PA 16651
 Telephone (814) 378 - 7130

POLICE CRIMINAL COMPLAINT
 COMMONWEALTH OF PENNSYLVANIA
 VS.

DEFENDANT

(NAME AND ADDRESS)

| | | | |
|------------------------------------|-------------|-----------|------|
| First Name | Middle Name | Last Name | Gen. |
| F 48 Terrace Drive, Apartment #104 | | | 71 |
| L Houtzdale PA 16651 | | | 4 |

| | | | |
|--|---|---|--|
| NCIC Extradition Code Type | | | |
| <input type="checkbox"/> 1-Felony Full | <input type="checkbox"/> 4-Felony No Ext. | <input type="checkbox"/> B-Misdemeanor Limited | <input type="checkbox"/> E-Misdemeanor Pending |
| <input type="checkbox"/> 2-Felony Ltd. | <input type="checkbox"/> 5-Felony Pend. | <input type="checkbox"/> C-Misdemeanor Surrounding States | |
| <input type="checkbox"/> 3-Felony Surrounding States | <input type="checkbox"/> A-Misdemeanor Full | <input type="checkbox"/> D-Misdemeanor No Extradition | |
| <input type="checkbox"/> Distance: | | | |

DEFENDANT IDENTIFICATION INFORMATION

| | | | | | |
|---|---|---|--|--|---|
| RACE | ETHNICITY | Docket Number | Date Filed | OTN/LiveScan Number | Complaint/Incident Number |
| <input type="checkbox"/> White | <input type="checkbox"/> Hispanic | 15-35-08 | 03 / 13 / 2008 | K 562609-5 | C03-0937384 |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Non-Hispanic | DOB | POB | | |
| <input type="checkbox"/> Black | <input type="checkbox"/> Unknown | 08 / 14 / 87 | | | |
| <input type="checkbox"/> Native American | GENDER | Add'l. DOB | SSN | Add'l. SSN | |
| <input type="checkbox"/> Unknown | <input type="checkbox"/> Male | / / | 424 - 25 - 3771 | | |
| SID | AKA | First Name | Middle Name | Last Name | Gen. |
| 25967721 | | | | | |
| Request Lab Services? | HAIR COLOR | GRY (Gray) | RED (Red/Aubn.) | EYE COLOR | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> BLK (Black) | <input type="checkbox"/> ONG (Orange) | <input type="checkbox"/> BLN (Blonde/Strawberry) | <input type="checkbox"/> GRN (Green) | <input type="checkbox"/> PNK (Pink) |
| | <input type="checkbox"/> BLU (Blue) | <input type="checkbox"/> BRO (Brown) | <input type="checkbox"/> PLE (Purple) | <input type="checkbox"/> GRY (Gray) | <input type="checkbox"/> MUL (Multicolored) |
| | <input type="checkbox"/> GRN (Green) | <input checked="" type="checkbox"/> GRN (Green) | <input type="checkbox"/> PNK (Pink) | <input type="checkbox"/> HZL (Hazel) | <input type="checkbox"/> MAR (Maroon) |
| | | <input type="checkbox"/> SDY (Sandy) | <input type="checkbox"/> WHI (White) | <input type="checkbox"/> UNK (Unknown) | <input type="checkbox"/> UNK (Unknown) |
| | | | <input type="checkbox"/> XXX (Unk/Bald) | | |
| Driver License | State | License Number | Expires | Weight (pounds) | |
| | PA | 27908290 | 10 / 12 / 2005 | | |
| DNA | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | DNA Location | | | |
| FBI Number | 646200HC8 | MNU Number | | HEIGHT | |
| Fingerprint Classification | | | | 5 | 06 |

DEFENDANT VEHICLE INFORMATION

| | | | | | | |
|---------|-------|--------------------------|------------------------------|--------------------------|--------------------------|---------------------|
| Plate # | State | Hazmat | Registration Sticker (MM/YY) | Comm'l Veh. Ind. | School Veh. | Oth. NCIC Veh. Code |
| VIN | | <input type="checkbox"/> | / | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Year | Make | Model | Style | Color | |

Office of the Attorney for the Commonwealth: Approved Disapproved because:

(The Attorney for the Commonwealth may require that the complaint, arrest warrant affidavit, or both be approved by the Attorney for the Commonwealth prior to filing. See Pa.R.Crim.P. 507).

| | | |
|--|--|--------|
| William A. SHAW, JR. | <i>[Signature]</i> | 313108 |
| (Name of the Attorney for the Commonwealth – Please Print or Type) | (Signature of the Attorney for the Commonwealth) | (Date) |

I, Tpr. Kimberly J. RONAN *[Signature]*
 (Name of the Affiant – Please Print or Type)
 Of
 (Identify Department or Agency Represented and Political Subdivision)
 do hereby state: (check appropriate box)

PSP/Troop C 533455 & 8790
 (PSP/MPOETC – Assigned Affiant ID Number & Badge #)
 PSPSP1300
 (Police Agency ORI Number)

1. I accuse the above-named defendant who lives at the address set forth above

I accuse the defendant whose name is unknown to me but who is described as

I accuse the defendant whose name and popular designation or nickname are unknown to me and whom I have therefore designated as John Doe or Jane Doe

with violating the penal laws of the Commonwealth of Pennsylvania at [230] Woodward Twp.,
 (Subdivision Code) (Place-Political Subdivision)
 in Clearfield County [17] on or about 03/12-13/08
 (County Code)



POLICE CRIMINAL COMPLAINT

| | | | | | | | | |
|----------------|---------------------|------------------------------|----------------------|-----------------------|--|--|--|--|
| Docket Number | | Date Filed 03 / 13 / 2008 | OTN/LiveScan Number | | | | Complaint/Incident Number C03-0937384 | |
| Defendant Name | First Name Jesse | | Middle Name James | Last Name CAMPBELL | | | | |

The acts committed by the accused are described below with each Act of Assembly or statute violated, if appropriate:
(Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated.)

| | | | | | | | | |
|--|--|---|----------------------|---|---|---|--|----------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A | |
| <input checked="" type="checkbox"/> 01 | 2501 | (a) | of the | 18 | 1 | F! | | |
| Lead? | Offense # | Section | Subsection | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| PennDOT Data (If applicable) | | | | | <input type="checkbox"/> Safety Zone | | <input type="checkbox"/> Work Zone | |

Acts of the accused associated with this Offense:

Criminal Homicide- The above named defendant on about the above mentioned date, intentionally, knowingly, recklessly or negligently caused the death of another human being. TO WIT: The defendant repeatedly struck the victim(Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife. Victim also sustained deep lacerations to her left wrist. The defendants said actions caused the victim's death.

| | | | | | | | | |
|---------------------------------|--|---|----------------------|---|---|---|--|----------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A | |
| <input type="checkbox"/> 02 | 2702 | (a)(1) | of the | 18 | 1 | F! | | |
| Lead? | Offense # | Section | Subsection | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| PennDOT Data (If applicable) | | | | | <input type="checkbox"/> Safety Zone | | <input type="checkbox"/> Work Zone | |

Acts of the accused associated with this Offense:

Aggravated Assault- The above named defendant on about the above mentioned date, attempted to cause serious bodily injury to another or caused such injury intentionally knowingly or recklessly under the circumstances manifesting extreme indifference to the value of human life. TO WIT: The defendant repeatedly struck the victim(Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife causing her serious bodily injury. Victim also had deep lacerations to her left wrist.

| | | | | | | | | |
|---------------------------------|--|---|----------------------|---|---|---|--|----------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A | |
| <input type="checkbox"/> | | | of the | | | | | |
| Lead? | Offense # | Section | Subsection | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| PennDOT Data (If applicable) | | | | | <input type="checkbox"/> Safety Zone | | <input type="checkbox"/> Work Zone | |

Acts of the accused associated with this Offense:



POLICE CRIMINAL COMPLAINT

| | | | | | | | | |
|----------------|---------------------|------------------------------|----------------------|--|-----------------------|--|--|--|
| Docket Number | | Date Filed 03 / 13 / 2008 | OTN/LiveScan Number | | | | Complaint/Incident Number C03-0937364 | |
| Defendant Name | First Name Jesse | | Middle Name James | | Last Name CAMPBELL | | | |

The acts committed by the accused are described below with each Act of Assembly or statute violated, if appropriate:
 (Set forth a **brief summary** of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated.)

| | | | | | | | | |
|---------------------------------|--|---|----------------------|---|---|---|--|----------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A | |
| | <input type="checkbox"/> 03 | 2705 | of the | 18 | 1 | M2 | 04E | |
| Lead? | Offense # | Section | Subsection | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| PennDOT Data (if applicable) | | | | | <input type="checkbox"/> Safety Zone | | <input type="checkbox"/> Work Zone | |

Acts of the accused associated with this Offense:

Recklessly Endangering Another Person- The above named defendant on the above mentioned date recklessly engaged in conduct which placed or may have placed another person in danger of death or serious bodily injury. TO WIT: The defendant repeatedly struck the victim(Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife causing her serious bodily injury. Victim also had deep lacerations to her her left wrist.

| | | | | | | | | |
|---------------------------------|--|---|----------------------|---|---|---|--|----------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A | |
| | <input type="checkbox"/> 04 | 2701 | (a)(2) | of the | 18 | 1 | 04E | |
| Lead? | Offense # | Section | Subsection | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| PennDOT Data (if applicable) | | | | | <input type="checkbox"/> Safety Zone | | <input type="checkbox"/> Work Zone | |

Acts of the accused associated with this Offense:

Simple Assault- The above named defendant on the above mentioned date negligently caused bodily injury to another with a deadly weapon. TO WIT: The defendant repeatedly struck the victim(Cindy Jo COLEMAN) in the face with a five pound weight then defendant choked the victim. Defendant then cut the victim's throat with a knife causing her serious bodily injury. Victim also had deep lacerations to her her left wrist.

| | | | | | | | | |
|---------------------------------|--|---|----------------------|---|---|---|--|----------------|
| Inchoate Offense | <input type="checkbox"/> Attempt 18 901 A | <input type="checkbox"/> Solicitation 18 902 A | Conspiracy 18 903 | <input type="checkbox"/> A1 (Engaging) | <input type="checkbox"/> A2 (Aiding) | <input type="checkbox"/> B (Knowledge) | <input type="checkbox"/> Permitting (Title 75 Only) 75 1575 A | |
| | | | of the | | | | | |
| Lead? | Offense # | Section | Subsection | PA Statute (Title) | Counts | Grade | NCIC Offense Code | UCR/NIBRS Code |
| PennDOT Data (if applicable) | | | | | <input type="checkbox"/> Safety Zone | | <input type="checkbox"/> Work Zone | |

Acts of the accused associated with this Offense:

POLICE CRIMINAL COMPLAINT

| | | | |
|----------------|------------------------------|----------------------|--|
| Docket Number | Date Filed 03 / 13 / 2008 | OTN/LiveScan Number | Complaint/Incident Number C03-0937384 |
| Defendant Name | First Name Jesse | Middle Name James | Last Name CAMPBELL |

2. I ask that a warrant of arrest or a summons be issued and that the defendant be required to answer the charges I have made.
3. I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 P.A.C.S. §4904) relating to unsworn falsification to authorities.
4. This complaint is comprised of the preceding page, as well as the attached pages that follow, numbered through .

The acts committed by the accused, as listed and hereafter, were against the peace and dignity of the Commonwealth of Pennsylvania and were contrary to the Act(s) of the Assembly, or in violation of the statutes cited.
(Before a warrant or arrest can be issued, an affidavit of probable cause must be completed, sworn to before the issuing authority, and attached.)

March 13, 2008
(Month and Day) (Year)

Patricia Foul
(Signature of Affiant)

AND NOW, on this date 3/13/08 I certify that the complaint has been properly completed and verified.

An affidavit of probable cause must be completed before a warrant can be issued.

46301
(Magisterial District Court Number)

Patricia Foul
(Issuing Authority)

SEAL

CRIMINAL COMPLAINT

| | | | |
|------------------|-------------------------|---|--|
| Docket Number: | Date Filed: 03/13/08 | OTN/LiveScan Number (LiveScan Number Preferred) | Complaint/Incident Number C03-0937384 |
| Defendant's Name | First: Jesse | Middle: James | Last: CAMPBELL |

AFFIDAVIT of PROBABLE CAUSE

1. Your Affiant is Trooper Kimberly J. RONAN of the Pa. State Police, Clearfield Station. I have been employed with the Pa. State Police since September 2002 and I am currently assigned to the Criminal Investigations Unit as a Detective.

1. On March 13, 2008 at approximately 0268 hours, Anglea Sue ACEY - W/N/F - DOB: [REDACTED] contacted PSP Clearfield and reported the following in substance: Jesse James CAMPBELL - W/N/M - DOB: [REDACTED] 48 Terrace Street, Woodward Terrace, Houlzdale, PA 16651 and Kasandra Elizabeth FISHER - W/N/F - DOB: [REDACTED] today and told me that they were going to kill Jesse's mother, Cindy Jo COLEMAN (victim), [REDACTED] my place [REDACTED]

2. On March 13, 2008, at approximately 0430 hours Trooper Murray GRATTAN contacted Cindy Jo COLEMAN'S parents, William COLEMAN - W/N/M - DOB: [REDACTED] [REDACTED] same address as William COLEMAN, and inquired to them as to the whereabouts of Cindy Jo COLEMAN.

3. On March 13, 2008, at approximately 0510 hours William COLEMAN and Doris Ann COLEMAN, went to Cindy Jo COLEMAN'S above listed residence and found her to be deceased.

4. On March 13, 2008 at approximately 0531 hours, Troopers Murry GRATTAN and Douglas SIPPLE arrived at Cindy Jo COLEMAN'S residence and confirmed the death of Cindy Jo COLEMAN. Troopers GRATTAN and SIPPLE related that Cindy Jo COLEMAN had lacerations to both of her wrists and to her neck.

5. On March 13, 2008 at approximately 0700 hours, Trooper William MOSTYN and Cpl. Thomas JOSEPHSON interviewed ACEY and she reported the following in substance: FISHER was here at my place and blurted out that Jesse (CAMPBELL) went to kill his mother (Cathy Jo COLEMAN). I asked her if this was a joke and she said no, that she was being serious. She told me that Jesse was taking his mother's computer and that his mother was going to blame her for receiving it. She said that Jesse's mother was going to send him back to prison and he said that he wanted to kill her.

6. On March 13, 2008 at approximately 0839 hours, Trooper William MOSTYN and Cpl. Thomas JOSEPHSON interviewed James Paul HOOPSICK - W/N/M - DOB: [REDACTED] and he reported the following in substance: I was at Kasey's (FISHER'S) place watching her son. Kasey came back at approximately 0210 hours, and she was hysterical. When I asked her what was wrong, she said that she could not tell me. I asked her that if she told Angle (ACEY) what happened, Angle would tell me anyway. Kasey said that her boyfriend (Jesse) was going to do something bad. I asked what? Then she told me that her boyfriend was going to kill his mother. Kasey said that it was over a computer and that it was planned out. Kasey said that CAMPBELL took latex gloves and that CAMPBELL was going to make it look like a burglary. Kasey said that everything was going to be placed in a dumpster or buried out back.

7. On March 13, 2008 at approximately 1030 hours, Trooper William MOSTYN and Cpl. Charles DOMINICK interviewed FISHER at PSP Clearfield. She reported the following in substance: Jesse got a phone call from his mother (Cindy Jo COLEMAN). She was freaking out because he took the computer. She told him that he had to have the computer back in her apartment by 8:00AM or she was calling the cops. She hung up on him and Jesse started mumbling. He said he wanted to kill that bitch over and over. He sat down beside me and said he was going to kill her. Jesse went downtown to get cigarettes. He was gone over twenty five minutes and I freaked out and went over to Angle's house and told her. When Jesse came home he said it got messy. He went in and tried to wake her up. He said he went into another room and grabbed a five pound plastic weight and started hitting her in the face. He then said he started choking her. He said he then grabbed a steak knife from the kitchen. He said the last cut he could see while coming out of her throat. He told me he then grabbed the weight again and struck her in the face. He said he could hear her choking on her blood. He then said he read her the bible. He told me she was dead. He had the same clothes on that he had on when he left. Jesse was wearing a blue sweatshirt, sweatpants, and white sneakers. He took them off inside the door and put them in a white garbage bag. He then went up and got a shower. He told me that he was throwing his clothes away and when I asked why, he told me that it got messy. He said he went up to his mother's and it got real messy and that there was blood everywhere. He asked me to throw the bag in the dumpster and I threw it in the dumpster at the end of the parking lot.

I, Tpr. Kimberly J. RONAN, 8790

SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


Signature of Affiant

Sworn to me and subscribed before me this _____ day of _____

3-13-08

Patrick N. Ford

, Magisterial District Judge.

My commission expires first Monday of January, 2012


SEAL

AOPC 411C-06

PAGE 7 OF —

20070221-1

FILED

SEP 09 2003

William A. Shaw
Prothonotary/Clerk of Court

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

COMBINED LIFE INSURANCE
COMPANY OF AMERICA,
Plaintiff

vs.

JESSE JAMES CAMPBELL and
KELLY ANN MCCOY, Individually
and as Administratrix of the
Estate of Cindy Jo Coleman,
Defendants

: No.: 2008-1278-CD
: Type of Case: Civil
: Type of Pleading:
: Certificate of
: Service
: Filed on behalf of:
: Kelly Ann McCoy,
: Individually and as
: Administratrix of the
: Estate of Cindy Jo
: Coleman
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED
01:44 PM 11 SEP 2008 Atty
SEP 11 2008
William A. Shaw
Prothonotary/Clerk of Courts
Kasubick

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

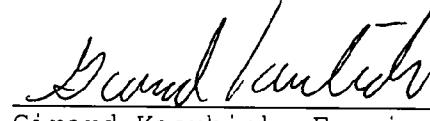
COMBINED LIFE INSURANCE :
COMPANY OF AMERICA, : No.: 2008-1278-CD
Plaintiff :
vs. :
: :
JESSE JAMES CAMPBELL and :
KELLY ANN MCCOY, Individually :
and as Administratrix of the :
Estate of Cindy Jo Coleman :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., served a copy of the Answer to Interpleader Complaint and Cross-Claim against Jesse James Campbell by regular United States mail, postage pre-paid, mailed on September 10, 2008 upon the attorney for the Plaintiff, Combined Life Insurance Company of America, at the following address:

Joshua Bachrach, Esq.
The Widener Building
One South Penn Square
Philadelphia, PA 19107

Date: September 10, 2008



Girard Kasubick, Esquire,
Attorney for Defendant,
Kelly Ann McCoy

FILED

SEP 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104482
NO: 08-1278-CD
SERVICES 2
INTERPLEADER COMPLAINT

PLAINTIFF: COMBINED LIFE INSURANCE COMPANY OF AMERICA
vs.

DEFENDANT: JESSE JAMES CAMPBELL and KELLY ANN MCCOY ind. & as Administratrix of the Estate of Cindy Jo Coleman

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | RAWLE | 4891 | 20.00 |
| SHERIFF HAWKINS | RAWLE | 4891 | 47.48 |

S
FILED
079-05601
DEC 31 2008
W.A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

FILED

DEC 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104617
NO: 08-1278-CD
SERVICES 1
ANSWER TO INTERPLEADER COMPLAINT

PLAINTIFF: COMBINED LIFE INSURANCE COMPANY OF AMERICA
vs.
DEFENDANT: JESSE JAMES CAMPBELL al

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE | KASUBICK | 13542 | 10.00 |
| SHERIFF HAWKINS | KASUBICK | 13542 | 20.42 |

S
FILED
03:45 pm
JAN 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

FILED

JAN 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

COMBINED LIFE INSURANCE COMPANY OF AMERICA * NO. 2008-1278-CD
Plaintiff *
vs. *
JESSE JAMES CAMPBELL *
KELLY ANN MCCOY *
Defendants *

ORDER

NOW, this 15th day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecept with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
019.26043
MAY 16 2013

William A. Shaw
Prothonotary/Clerk of Courts

C Atlys:
J. Bachrach
Kasubick

ICC doff
J. Campbell
64

DATE: 5-16-13

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:

Deft - Campbell
115 Twenty-first St
Clearfile ID 16830

FILED

MAY 16 2013

William A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

16
FILED
10/8/30
MAY 24 2013

William A. Shaw
Prothonotary/Clerk of Courts

Jesse James Campbell
115 21st Street
Clearfield PA 16830



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US POSTAGE

SC
10/30/13

16830-216-PO02

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
CLEARFIELD COUNTY



WILLIAM A. SHAW
PROTHONOTARY
AND
CLERK OF COURTS

JACKI KENDRICK
DEPUTY PROTHONOTARY

JOHN SUGHRUE *DC4*
SOLICITOR
115 21st ST
Clearfield

LYNN MILLER
ADMINISTRATIVE ASSISTANT

PO BOX 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 5013
FAX (814) 765-2641

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext 2136 Thank you.

DATE: 5-16-13

William A. Shaw, Prothonotary

 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

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

COMBINED LIFE INSURANCE COMPANY OF AMERICA * NO. 2008-1278-CD
Plaintiff *
vs. *
JESSE JAMES CAMPBELL *
KELLY ANN MCCOY *
Defendants *
*
*
*
*

ORDER

NOW, this 15th day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeclipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

MAY 16 2013

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
By: Joshua Bachrach, Esquire
Pa ID No.: 68788
The Curtis Center, Suite 1130 East
Independence Square West
Philadelphia, PA 19106
215.627.6900 / 215.627.2665 (f)
joshua.bachrach@wilsonelser.com

COMBINED LIFE INSURANCE
COMPANY OF AMERICA,
Plaintiff,

v.

JESSE JAMES CAMPBELL and
KELLY ANN MCCOY, individually and
as Administratrix of the Estate of Cindy
Jo Coleman,
Defendants.

Attorneys for Plaintiff
Combined Life Insurance
Company of America

50
FILED

2
MAY 28 2013
MAY 3 2013
William A. Shaw
Prothonotary/Clerk of Courts

Clerk to
HATTY

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

**ACTION IN EQUITY FOR
INTERPLEADER RELIEF AND
DECLARATORY JUDGMENT**

Civil Action No.: 08-1278-CD

PRAEICE TO SETTLE, DISCONTINUE AND END

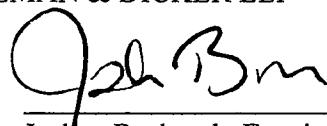
TO THE PROTHONOTARY:

Please mark the above captioned action SETTLED, DISCONTINUED AND
ENDED as to all claims asserted against any and all defendants.

Respectfully submitted

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

By:



Joshua Bachrach, Esquire

Pa ID No.: 68788

The Curtis Center, Suite 1130 East
Independence Square West
Philadelphia, PA 19106

215.627.6900 / 215.627.2665

joshua.bachrach@wilsonelser.com

Date: May 23, 2013

CERTIFICATE OF SERVICE

The undersigned counsel for Plaintiff, Combined Life Insurance Company of America hereby certifies that a true and correct copy of the foregoing PRAECIPE TO SETTLE, DISCONTINUE AND END was served on the following counsel of record on the date set forth below, *via* electronic mail and U.S. Mail, postage prepaid, addressed as follows:

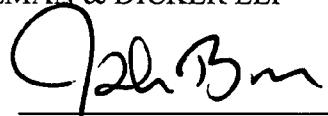
Girard Kasubick, Esquire
Law Offices of Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

Email: attorney@lehkas.com

Respectfully submitted

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

By:


Joshua Bachrach, Esquire

Pa ID No.: 68788
The Curtis Center, Suite 1130 East
Independence Square West
Philadelphia, PA 19106
215.627.6900 / 215.627.2665
joshua.bachrach@wilsonelser.com

Date: May 23, 2013

FILED
May 28 2013
Probate Court
William A. Shaw
Clerk of Courts

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

COMBINED LIFE INSURANCE COMPANY OF AMERICA
Plaintiff

* NO. 2008-1278-CD

vs.

JESSE JAMES CAMPBELL
KELLY ANN MCCOY
Defendants

*
*
*
*
*
*

ORDER

NOW, this 20th day of June, 2013, the Court notes that a Praeclipe to Discontinue in the above-captioned case was filed on May 28, 2013 by Joshua Bachrach, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 27th day of June, 2013 is **canceled**.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

ACC A/H Bachrach
G. Kasubick
S 013:20pm
6/20/2013
William A. Shaw /C Jeff J. Campbell
Prothonotary Clerk of Courts 614

FILED
JUN 20 2013
William A. Shaw
Prothonotary/Clerk of Courts

deft J. Campbell
Hn 3831
SCI Dallas
1000 Follies Rd
Dallas PA 18212