

08-2196-CD
CfD Anesthesia vs Gerlinda Kumer al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CLEARFIELD ANESTHESIA ASSOCIATES :

P.C. and CLEARFIELD HOSPITAL,
Plaintiffs

vs

GERLINDA F. KUMER a/k/a GERLINDA
KUMER,

Defendant

: NO. 08-2196 CD

: Type of Case: Assumpsit

: Type of Pleading: Complaint

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:

: Michael P. Yeager, Esq.

: Supreme Court No.: 15587

: P.O. Box 752

: 110 North Second Street

: Clearfield, PA 16830

: (814) 765-9611

Dated: November 13, 2008

S **FILED** 1cc Sheriff
01/11/2008 1cc Atty
NOV 14 2008
Atty pd
William A. Shaw
Prothonotary/Clerk of Courts 95.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CLEARFIELD ANESTHESIA ASSOCIATES,:	:
PC and CLEARFIELD HOSPITAL,	:
Plaintiffs	:
vs	:
	No. 08 - - CD
GERLINDA F. KUMER a/k/a GERLINDA	:
KUMER,	:
Defendant	:

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the same may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641 Ex 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CLEARFIELD ANESTHESIA ASSOCIATES,:
PC and CLEARFIELD HOSPITAL, :
Plaintiffs :
: :
vs : No. 08 - - CD
: :
GERLINDA F. KUMER a/k/a GERLINDA :
KUMER, :
Defendant :
:

C O M P L A I N T

COMES NOW, the Plaintiff, by and through its attorney, Michael P. Yeager, Esquire, and files the within Complaint based upon a cause of action whereof the following is a statement:

1. The Plaintiff, Clearfield Anesthesia Associates, PC ("Associates") is a professional corporation of anesthetists providing anesthesia services within the Clearfield County area and principally at the Hospital with a principal address located at P.O. Box 377, Hyde, PA 16843.
2. The Plaintiff, Clearfield Hospital ("Hospital"), is a Pennsylvania nonprofit hospital healthcare provider located in Clearfield County, Pennsylvania, at 809 Turnpike Avenue, P.O. Box 992, Clearfield, PA 16830.
3. The Defendant, Gerlinda F. Kumer a/k/a Gerlinda Kumer ("Kumer") is a Certified Registered Nurse Anesthetist ("CRNA"), with a last known address at 116 W. Second Street, Oil City, Venango County, PA 16301.
4. On or about March 19, 2007, Plaintiff Associates entered into an Employment Contract to employ Defendant Kumer a licensed CRNA ("Kumer Agreement"). A copy of that Agreement is attached hereto, made part hereof and incorporated herein as "Exhibit A".
5. The Kumer Agreement provides that Kumer's employment was to commence

on the effective date of March 19, 2007 and was to continue indefinitely thereafter.

6. In order to encourage Plaintiff Associates to recruit, employ and ultimately enter into the Kumer Agreement, Plaintiff Hospital agreed to provide to Defendant Kumer a \$10,000 "sign on bonus" ("Bonus") as described in Paragraph 22 of the Kumer Agreement.

7. Paragraph 22 of the Kumer Agreement provided that:

"The hospital has agreed to pay the employee a \$10,000, sign on bonus to be paid up front, but contingent on two (2) years of continuous employment. If the employee resigns within the first year that amount is to be paid back in full. The amount of payback after the first year will decrease by \$833.33/month until 2 years of employment has lapsed."

8. In accordance with the Kumer Agreement, Plaintiffs Hospital provided Defendant Kumer with the Bonus, in full on or about March 19, 2007.

9. Defendant Kumer began to provide anesthesia services both for Plaintiff Associates and in Plaintiff Hospital on or about March 19, 2007.

10. On or about April 24, 2007, and without explanation, Defendant Kumer ceased providing anesthesia services pursuant to the Kumer Agreement and generally within the Clearfield area.

COUNT I
BREACH OF CONTRACT

11. Plaintiffs incorporate previous Paragraphs 1 through 10 as though the same were more fully set forth at length herein.

12. Pursuant to the Kumer Agreement, Plaintiff Hospital provided to Defendant Kumer a Bonus of \$10,000.00

13. The Kumer Agreement provides for the repayment by the Defendant Kumer to the Plaintiff Hospital any amounts advanced under the Bonus that have not otherwise been repaid or credited in the event Defendant Kumer "...resigns within the first

year...".

14. Defendant Kumer effectively resigned by not providing services as anticipated by the Kumer Agreement after working for only approximately one month at the Hospital.

15. Subsequent to Defendant Kumer refusing to provide services as aforesaid, Hospital deducted sums totaling \$2,010.25 from Defendant Kumer's accrued, but unpaid, compensation resulting in a then balance due in the amount of \$7,989.75.

16. Defendant Kumer worked for one (1) month and five (5) days and is entitled to a credit of \$833.33; and made an additional \$500.00 payment on the balance due on or about May 1, 2008 resulting in an overall balance due to the Hospital in the amount of \$6,656.42.

17. Despite reasonable requests, Defendant Kumer has refused and continues to refuse to comply with the Kumer Agreement relative to repayment of the full amount of the Bonus.

18. The amount now due and owing from Defendant Kumer for the balance of the Bonus is the fair, reasonable and the actual amount that the Defendant Kumer both agreed to pay and is obligated to pay.

WHEREFORE, Plaintiff Associates and Plaintiff Hospital claim there is justly due and owing to them from the Defendant Kumer the sum of Six Thousand Six Hundred Fifty-Six and 42/100 (\$6,656.42) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Kumer.

COUNT II
QUASI-CONTRACT

19. Plaintiffs incorporate previous Paragraphs 1 through 18 as though the same were more fully set forth at length herein.

20. Plaintiff Hospital paid the Bonus amount set forth in Paragraphs 8 and 12 hereof to Defendant Kumer.

21. Defendant Kumer is entitled to credits on account of the bonus totaling \$3,343.50 resulting in a continuing balance of \$6,656.42.

22. Defendant Kumer has otherwise received and accepted the benefit of the Bonus and balance thereof described herein.

23. Defendant Kumer has accordingly been unjustly enriched in the amount of the balance of the Bonus described in Paragraphs 16, 20 and 21 hereof.

WHEREFORE, Plaintiffs claim there is justly due and owing to them from the Defendant Kumer the sum of Six Thousand Six Hundred Fifty-Six and 42/100 (\$6,656.42) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Kumer.

COUNT III
CONTRACT IMPLIED IN FACT

24. Plaintiffs incorporate previous Paragraphs 1 through 23 as though the same were more fully set forth at length herein.

25. Plaintiffs believe and therefore aver that a contract to return the balance of the Bonus may be implied from the documents described previously herein as well as from the circumstances implied from the events described herein, and the benefits conferred and received by the Defendant Kumer as aforesaid.

WHEREFORE, Plaintiffs claim there is justly due and owing to them from the Defendant Kumer the sum of Six Thousand Six Hundred Fifty-Six and 42/100 (\$6,656.42) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Kumer.



Michael P. Yeager, Esquire
Attorney for Plaintiff Hospital

AGREEMENT

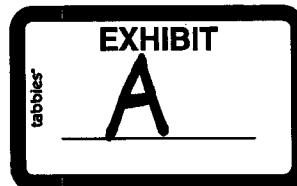
This agreement made effective as of the 19th day of March, 2007, by and between Clearfield Anesthesia Associates, P.C., a corporation of the Commonwealth of Pennsylvania, chartered under the laws of the state of Pennsylvania, herein after called The Employer and Gerlinda Kumar herein after called The Employee.

WITNESSETH

Whereas, it is the desire of the parties hereto to provide for the operation of the Department of Anesthesiology at the Clearfield Hospital and to provide for representatives of the Department of Anesthesiology to participate and assist in other care of patients, including, but not limited to intensive care, respiratory care, cardiopulmonary resuscitation and other such professional assistance as may be required by other departments and services of the hospital.

Now therefore the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. The employee agrees to the normal workday, which commences at 7 a.m. and finishes when the O.R. schedule is completed or when allowed to leave by her supervisor except when she is on call for the day.
If the employee has been on call the previous night she may be allowed to leave at the start of the next shift if the O.R. schedule permits her departure. Otherwise, she will be the first to leave when the schedule allows.
The employee agrees to the normal work period, which extends from the 1st day of the month to the 1st of the following month which coincides with the pay period.
2. The employee agrees to render anesthesia services in the surgical department and any anesthetizing location deemed appropriate by the medical director of the Department of Anesthesiology. She will observe the condition of the anesthetized patient and will take remedial action as directed to counteract unfavorable conditions.



3. The employee agrees to participate in various departments or services in the hospital including participation in Clearfield Hospital's program of cardiopulmonary resuscitation and the care of patients with acute or chronic respiratory insufficiency.
4. The employee agrees to participate with the Medical Director of the Department of Anesthesiology in the pre and post-operative evaluation of all patients.
5. The employee agrees to assist in the care of the immediate post-operative patients in the recovery room.
6. The employee agrees to maintain records in accordance with the policies of the Clearfield Hospital Medical Staff and in compliance with the standards of the JCAH.
7. The employee agrees to aid in the development of regulations concerning anesthetic safety and aid in the retrospective evaluation of all anesthesia care.
8. The employee agrees to aid in the ordering of equipment and supplies needed for the efficient operation of the Department of Anesthesia.
9. The employee agrees to the schedule as will be determined by his/her supervisor to insure adequate coverage for elective and emergency surgical, obstetrical and ancillary procedures at all times. The employee will share equal call rotation with all members of the anesthesia department and must be able to respond to emergency calls within fifteen (15) minutes.
10. The employee agrees to abide by the rules of conduct as stipulated in the anesthesia policy manual of the Clearfield Hospital and will adhere to the conditions set forth in the contract between the Clearfield Anesthesia Associates, P.C. and the Clearfield Hospital.
11. The employer will pay Professional fees required to practice in the State of Pennsylvania. The employee agrees to keep his/her RN license in the state of Pennsylvania current and active.

12. The employer agrees to compensate the employee \$10,965.00 to be paid in twelve (12) pay periods on or before the 20th day of each month. The first amount of payment is dependant on the employee start date, and prorated accordingly.
13. The employer agrees to pay the employee's malpractice insurance for the basic coverage of \$500,000/\$1,500,000; additionally, the premium for disability will be paid for by the employer.
14. The employer agrees to reimburse the employee a total of ~~one~~
~~15K~~ thousand dollars (\$1500) annually for expenses incurred in scientific meetings and seminars. A maximum of five (5) working days will be allowed per year for attendance at such meetings or seminars. The employee must provide the employer proof of such attendance. Failure to us this reimbursement or time within a year will result in it's forfeiture.
15. The employee is allowed twenty (20) working days paid vacation for one year of service. In addition, he/she is entitled to four (4) personal holidays and seven (7) paid holidays during the year.
 - a. Vacation requests must be submitted to the chief CRNA for approval at least one month in advance. Vacation will be granted if time is available on the vacation calendar. No two employees may be on vacation at the same time without approval of the Medical Director and O.R. schedule permitting.
16. The employee agrees that sick time shall be accumulated at a rate of four (4) hours for every two (2) weeks of service to a maximum of sixty days. No paid sick leave shall be granted prior to completion of ninety (90) working days of employment. Sick pay cannot be collected for any period of time already being paid through disability insurance benefits.
17. The employer and employee mutually agree to the annual variable amount of at least five percent (5%) pension plan as provided by the Clearfield Anesthesia Associates, P.C.

18. The employee will share holiday call time on an equal rotation with all members of the anesthesia department. A compensating day off with pay will be granted to the employee for each regular holiday on call.
19. The employer requires that the first ninety (90) days of employment be deemed a probationary period in which the ability of the employee will be evaluated by the Medical Director of the Department and the Chief of the Department of Surgery and within this time, this contract can be terminated at their discretion.
20. This agreement shall be effective as of the day and year first above written and either party may terminate this agreement by giving prior written notice to the other party stating it's desire to terminate such agreement with sixty (60) days notice.
21. It is also agreed between the parties involved that this contract will terminate if the contract between Clearfield Anesthesia Associates, P.C. and the Clearfield Hospital/Susquehanna Anesthesia is terminated or in case of the death of either party.
22. The hospital has agreed to pay the employee a \$10,000.00, sign on bonus to be paid up front , but contingent on two (2) years of continuous employment. If the employee resigns within the first year that amount is to be paid back in full. The amount of payback after the first year will decrease by \$833.33/month until 2years of employment has lapsed.

In witness, the said Clearfield Anesthesia Associates, P.C. has caused this agreement to be executed by it's officers and it's corporation seal duly attested to be hereunto and Gerlinda Kumar hereto set her hand as of the day and year first above written.

ATTEST:

Beslinda F Kumer CRNA
CRNA 3-19-07

CRNA 3-19-07


President

President

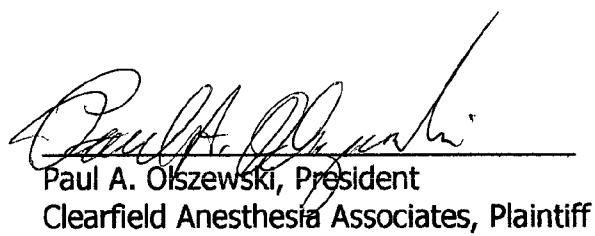
Witness

Secretary

VERIFICATION

PAUL A. OLSZEWSKI, President of CLEARFIELD ANESTHESIA

ASSOCIATES, P.C. , being duly sworn according to law, deposes and says that he, as such officer, being authorized to do so, has executed this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

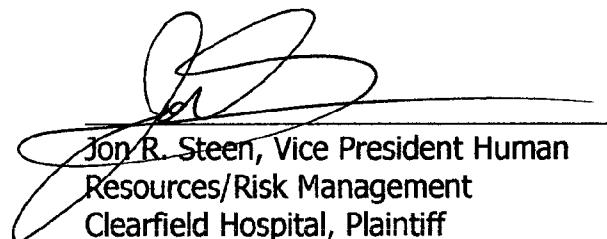


Paul A. Olszewski, President
Clearfield Anesthesia Associates, Plaintiff

Date: 11-5-08, 2008

VERIFICATION

JON R. STEEN, Vice President Human Resources/Risk Management of CLEARFIELD HOSPITAL, being duly sworn according to law, deposes and says that he, as such officer, being authorized to do so, has executed this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Jon R. Steen, Vice President Human
Resources/Risk Management
Clearfield Hospital, Plaintiff

Date: 11/6/08, 2008

FILED

NOV 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CLEARFIELD ANESTHESIA :
ASSOCIATES P.C. and CLEARFIELD :
HOSPITAL, :
Plaintiffs, :
vs. : No. 08-2196-CD
GERLINDA F. KUMER a/k/a :
GERLINDA KUMER, :
Defendant. :
:

FILED

DEC 29 2008

18:30/AM
William A. Shaw
Prothonotary/Clerk of Courts

Cent to Amy McIntyre
+
Yours

Type of Filing: Answer

Filed on Behalf of: Defendant

Counsel of Record for this Party:

Edward J. McIntyre, Esquire
Supreme Court I.D. No.: 88593
1243 Liberty Street, Suite 403
Franklin, PA 16323
(814) 432-5616

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CLEARFIELD ANESTHESIA	:
ASSOCIATES P.C. and CLEARFIELD	:
HOSPITAL,	:
Plaintiffs,	:
	:
vs.	:
	No. 08-2196-CD
	:
GERLINDA F. KUMER a/k/a	:
GERLINDA KUMER,	:
Defendant.	:

ANSWER TO COMPLAINT

And now, this 22nd day of December, 2008, comes the Defendant, GERLINDA F. KUMER a/k/a GERLINDA KUMER, by and through her attorney, Edward J. McIntyre, Esquire, and files the within Defendant's "Answer to Complaint," and, in support thereof, answers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted in part and denied in part. It is admitted that Plaintiff Hospital agreed to provide Defendant Kumer with a \$10,000.00 "sign on bonus"; however, Defendant Kumer lacks sufficient information to say whether or not Plaintiff Hospital encouraged Plaintiff Associates to "recruit, employ and ultimately enter into the Kumer Agreement," and, therefore, that allegation is denied.
7. Admitted.

8. Admitted.

9. Admitted.

10. Denied. By way of further answer, Defendant Kumer did not cease to provide anesthesia services under her employment contract and strict proof is demanded at trial. Defendant Kumer became ill with a norovirus contracted during the course of her employment with Plaintiff Hospital and Plaintiff Associates. Defendant Kumer informed both Plaintiff Hospital and Plaintiff Associates of this serious illness and was unable to work. Subsequently, Plaintiff Hospital and Plaintiff Associates terminated Defendant Kumer's services.

COUNT I

11. Paragraph 11 is an averment that requires no response and, therefore, is denied.

12. Admitted.

13. Admitted. By way of further answer, Defendant Kumer did not resign her position; Defendant Kumer's position was terminated by Plaintiff Hospital and Plaintiff Associates.

14. Denied. By way of further answer, Defendant Kumer provided notice to both Plaintiff Hospital and Plaintiff Associates that she contracted said neuro-virus within the course of her employment and, due to the seriousness of said illness, was unable to work for a short period of time. Plaintiff Hospital and Plaintiff Associates terminated Defendant Kumer from her employment.

15. Admit in part and denied in part. It is admitted that Plaintiff Hospital and Plaintiff Associates deducted said amount from Defendant Kumer's pay and applied said amount to the alleged balance. However, it is denied that Defendant Kumer owes

Plaintiff Hospital and Plaintiff Associates any amount of money from her receipt of the Bonus.

16. Denied. By way of further answer, Defendant Kumer does not require a credit of \$833.33 as Defendant Kumer did not violate the Kumer Agreement. Also, Defendant Kumer admits to making a \$500.00 payment on May 1, 2008, toward the alleged balance; however, said payment was made under duress, and without any admission of liability, only after threats made against Defendant Kumer by Plaintiff Hospital and Plaintiff Associates.
17. Denied. By way of further answer, Defendant Kumer does not owe payments on the Bonus as Defendant Kumer was wrongfully discharged from her employment by Plaintiff Hospital and Plaintiff Associates.
18. The averments of Paragraph 18 are legal conclusions that require no answer.

COUNT II

19. Paragraph 19 is an averment that requires no response and, therefore, is denied.
20. Admitted.
21. Denied. By way of further answer, Defendant Kumer does not owe Plaintiff Hospital or Plaintiff Associates any money under Kumer Agreement as Plaintiff Hospital and Plaintiff Associates wrongfully terminated Defendant Kumer's employment due to an illness Defendant Kumer contracted during the course of her employment.
22. Admitted.
23. The averments of Paragraph 23 are legal conclusions that require no answer.

COUNT III

24. Paragraph 24 is an averment that requires no response and, therefore, is denied.

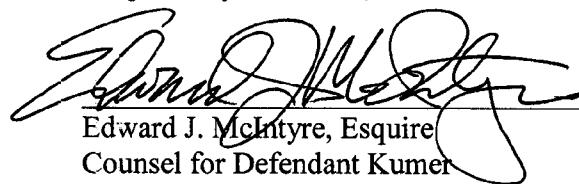
25. The averments of Paragraph 25 are legal conclusions that require no answer.

DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Defendant reserves the right to amend its Answer to add any additional defenses as facts become known to it through discovery.

WHEREFORE, Defendant Kumer respectfully request a judgment for Defendant Kumer and against Plaintiff Hospital and Plaintiff Associates.

Respectfully submitted,



Edward J. McIntyre, Esquire
Counsel for Defendant Kumer

VERIFICATION

I verify that the statements made in this "Answer to Complaint" are true and correct, to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Gerlinda F. Kumer
GERLINDA F. KUMER a/k/a
GERLINDA KUMER

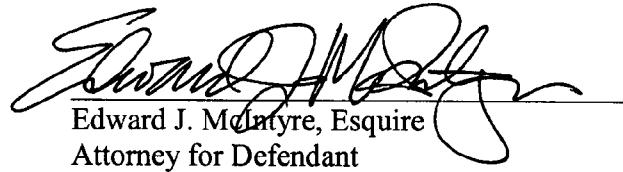
Dated: 12-22-08

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing "Answer to Complaint" has been served on the Plaintiff in this action by first class, U.S. Mail, postage prepaid, this 22nd day of December, 2008, addressed as follows:

Michael P. Yeager, Esquire
P.O. Box 752
110 North Second Street
Clearfield, PA 16830

Respectfully submitted,



Edward J. McIntyre, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104937
NO: 08-2196-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CLEARFIELD ANESTHESIA ASSOCIATES P.C. and CLEARFIELD HOSPITAL
VS.
DEFENDANT: GERLINDA F. KUMER aka GERLINDA KUMER

SHERIFF RETURN

NOW, November 24, 2008, SHERIFF OF VENANGO COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON GERLINDA F. KUMER a/k/a
GERLINDA KUMER.

NOW, December 03, 2008 AT 2:07 PM SERVED THE WITHIN COMPLAINT ON GERLINDA F. KUMER a/k/a
GERLINDA KUMER, DEFENDANT. THE RETURN OF VENANGO COUNTY IS HERETO ATTACHED AND MADE
PART OF THIS RETURN.

5
FILED
013:40pm
MAR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts
WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104937
NO: 08-2196-CD
SERVICES 1

COMPLAINT

PLAINTIFF: CLEARFIELD ANESTHESIA ASSOCIATES P.C. and CLEARFIELD HOSPITAL
VS.

DEFENDANT: GERLINDA F. KUMER aka GERLINDA KUMER

SHERIFF RETURN

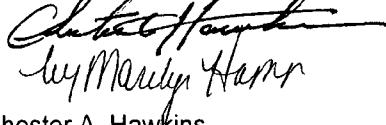
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	YEAGER	5992	10.00
SHERIFF HAWKINS	YEAGER	5992	21.00
VENANGO CO.	YEAGER	5993	51.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



by Marilyn Hamer

Chester A. Hawkins
Sheriff

AFFIDAVIT OF SERVICE
VENANGO COUNTY SHERIFF'S OFFICE

Docket No. 08-2196-CD
(CLEARFIELD CO.)

CLEARFIELD ANTHESIA ASSOCIATES, ET AL
Plaintiff

VS

GERLINDA F. KUMER
Defendant

And now, 03DEC08, before me the undersigned authority, personally appeared **DAVID ARMSTRONG, SERGEANT** being duly sworn according to law, deposes and says that on the 3RD day of **DECEMBER, 2008** at **1407 Hours** he served the within **COMPLAINT IN CIVIL ACTION** upon the defendant **GERLINDA F. KUMER** by handing one true and certified copy of the said documents to **GERLINDA F. KUMER, IN PERSON** located at **116 WEST 2ND STREET, OIL CITY, PA 16301** place of **RESIDENCE** thereby by making known to **HER** the contents thereof.

Venango County Sheriff's Costs: \$51.00

DAVID Armstrong
DAVID ARMSTRONG, SERGEANT
Gene Price

Gene Price, Sheriff of Venango County

Sworn to and subscribed before
me this 3rd day of
March, 2009
Peggy L. Miller
Prothonotary of Venango County

Peggy L. Miller, Prothonotary
Franklin, Venango County, PA
My Commission Expires Jan. 2, 2012

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CLEARFIELD ANESTHESIA ASSOCIATES :

P.C. and CLEARFIELD HOSPITAL,
Plaintiffs

vs

GERLINDA F. KUMER a/k/a GERLINDA
KUMER,

Defendant

: NO. 08 - 2196 - CD
:
: Type of Case: Assumpsit
:
: Type of Pleading: Certificates of
: Service
:
: Filed on Behalf of: Plaintiff
:
: Counsel of Record for this Party:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: I5587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

5 FILED No cc.

03:35 AM
MAR 16 2009

William A. Shaw
Prothonotary/Clerk of Courts

Dated: March 16, 2009

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

CLEARFIELD ANESTHESIA ASSOCIATES,
PC and CLEARFIELD HOSPITAL,
Plaintiffs

vs

No. 08 - 2196 - CD

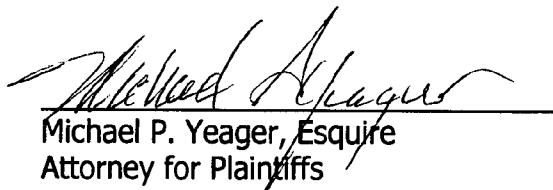
GERLINDA F. KUMER a/k/a GERLINDA
KUMER,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Taking Deposition Upon Oral Examination was served on this 16th day of March, 2009 by United States First Class Mail, to the following:

Gerlinda F. Kumer a/k/a Gerlinda Kumer
116 W. Second Street
Oil City, PA 16301

Gerlinda F. Kumer a/k/a Gerlinda Kumer
c/o Edward J. McIntyre, Esquire
1243 Liberty Street, Suite 403
Franklin, PA 16323



Michael P. Yeager, Esquire
Attorney for Plaintiffs

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

CLEARFIELD ANESTHESIA ASSOCIATES,	:	
PC and CLEARFIELD HOSPITAL,	:	
Plaintiffs	:	
vs	:	No. 08 - 2196 - CD
GERLINDA F. KUMER a/k/a GERLINDA	:	
KUMER,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Request for Production of Documents was served on this 16th day of March, 2009 by United States First Class Mail, to the following:

Gerlinda F. Kumer a/k/a Gerlinda Kumer
116 W. Second Street
Oil City, PA 16301

Gerlinda F. Kumer a/k/a Gerlinda Kumer
c/o Edward J. McIntyre, Esquire
1243 Liberty Street, Suite 403
Franklin, PA 16323



Michael P. Yeager, Esquire
Attorney for Plaintiff

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Clearfield Anesthesia Associates,
P.C. and Clearfield Hospital

Case Number: 08-2196-CD

Defendant(s): Gerlinda F. Kumer a/k/a
Gerlinda Kumer

FILED *cc
0704861
MAY 29 2009* *(G10)
Atty Yeager*

*S
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00*

To the Prothonotary:

Arbitration Limit: _____

Type Trial Requested: Jury

Non-Jury

Estimated Trial Time: one-half day

Arbitration

Jury Demand Filed By: _____

Date Jury Demand Filed: _____

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


(Signature)

5/29/09
(Date)

For the Plaintiff: Michael P. Yeager, Esq. 765-9611 Telephone Number

For the Defendant: Edward J. McIntyre, Esq. 432-5616 Telephone Number

For Additional Defendant: _____ Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: <u>Michael P. Yeager, Esq</u>	Address: <u>P.O. Box 752</u>	16830	City/State/Zip: <u>Clearfield, PA</u>
Name: <u>Edward J. McIntyre, Esq.</u>	Address: <u>1243 Liberty St.,</u>		City/State/Zip: <u>Franklin, PA</u>
Name: _____	Address: _____	Suite 403	City/State/Zip: <u>16323</u>
Name: _____	Address: _____		City/State/Zip: _____
Name: _____	Address: _____		City/State/Zip: _____
Name: _____	Address: _____		City/State/Zip: _____

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

CLEARFIELD ANESTHESIA :
ASSOCIATES, P.C. and CLEARFIELD :
HOSPITAL :
vs. : No. 08-2196-CD
GERLINDA F. KUMER, a/k/a GERLINDA :
KUMER

ORDER

NOW, this 25th day of August, 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, September 8, 2009 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

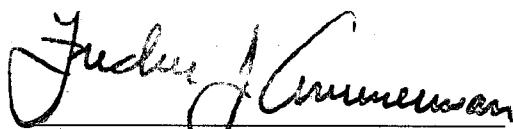
Peter F. Smith, Esquire, Chairman

Christopher E. Mohney, Esquire

Katherine M. Forcey, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

9
FILED *loc* *cc*
01/25/2011 CIA
AUG 25 2009
(60)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Clearfield Anesthesia Associates P.C. and Clearfield Hospital
vs.
Gerlinda F. Kumer a/k/a Gerlinda Kumer

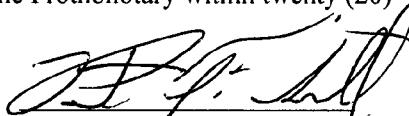
SEP 08 2009
01/21/09
William A. Shaw
Prothonotary/Clerk of Courts
No. 2008-02196-CD

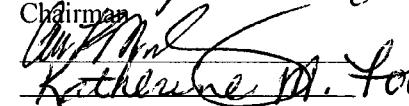
NOTICE OF AWNING
TO ATTORNEYS
+ E. McINTOSH

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 8th day of September, 2009, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Peter F. Smith, Esq., Chairman


Peter F. Smith
Chairman


Christopher E. Mohney


Katherine M. Forcey

Christopher E. Mohney, Esq.
Katherine M. Forcey, Esq.

Sworn to and subscribed before me this
September 8, 2009

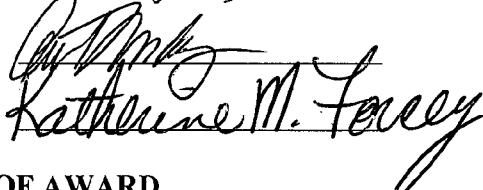

Prothonotary

AWARD OF ARBITRATORS

Now, this 8 day of September, 2009, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment for Plaintiff in the amount of \$6656.42
with statutory interest from 6/1/07 plus costs.


Peter F. Smith
Chairman

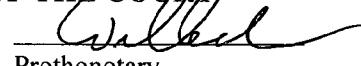

Katherine M. Forcey

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 8th day of SEPT., 2009, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

ARBITRATION BOARD

I, William A. Shaw, Prothonotary of the Courts of Clearfield County, hereby certify that:

Case # 2008-02196-CD

Peter F. Smith, Esq.
Chairman
Christopher E. Mohney, Esq.
Katherine M. Forcey, Esq.

are members of the Clearfield County Bar and have served as arbitrators on the 8th day of September, 2009, starting at 9:00 A.M./P.M. and ending at 11:55 A.M./P.M.

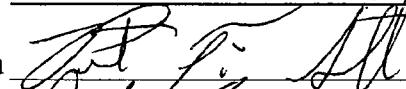
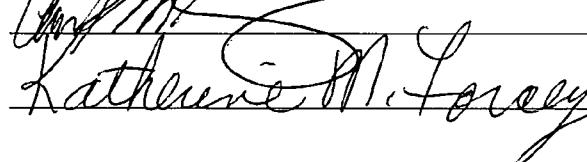
COMPENSATION OF ARBITRATORS

Each attorney shall receive an appearance fee of \$150.00 for appearing as a member of the Board of Arbitration on the day designated and shall receive additional fees as follows:

- 1) An additional fee of \$50.00 in the event the attorney is required to hear cases until 10:00 A.M.;
- 2) An additional fee of \$75.00 if the attorney is required to be present between the hours of 10:00 A.M. and 12:00 Noon;
- 3) An additional fee of \$150.00 if an attorney, after a normal lunch break, is required to return for arbitration after 1:00 P.M.; or
- 4) If the attorney is only scheduled for afternoon arbitration, an additional fee of \$50.00 if the attorney is required to hear cases until 2:00 p.m., and an additional fee of \$75.00 if the attorney is required to remain after 2:00 p.m.

ACKNOWLEDGEMENT OF ARBITRATORS DATE

Chairman

 9/8/09
 9/8/09
 9/8/09

APPROVED

Prothonotary
Clearfield County Commissioner's Office
By: _____

150-
50-
75
275
x3
825-

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

Clearfield Anesthesia Associates P.C. :
Clearfield Hospital

Vs. : No. 2008-02196-CD

Gerlinda F. Kumer a/k/a
Gerlinda Kumber

NOTICE OF AWARD

TO: Edward J. McIntyre:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 8, 2009 and have awarded:

Judgment for Plaintiff in the amount of \$6,656.42 with statutory interest from 6/1/07 plus costs.

William A. Shaw, Prothonotary

September 8, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on Septmeber 8, 2009 at 12:15 PM.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$\$825.00.

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

Clearfield Anesthesia Associates P.C. :
Clearfield Hospital

Vs. : No. 2008-02196-CD

:
Gerlinda F. Kumer a/k/a
Gerlinda Kumber

NOTICE OF AWARD

TO: Michael P. Yeager:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 8, 2009 and have awarded:

Judgment for Plaintiff in the amount of \$6,656.42 with statutory interest from 6/1/07 plus costs.

William A. Shaw, Prothonotary

September 8, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on Septmeber 8, 2009 at 12:15 PM.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$\$825.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

**CLEARFIELD ANESTHESIA
ASSOCIATES P.C. and CLEARFIELD
HOSPITAL,** :

Plaintiffs,

vs.

No. 08-2196-CD

GERLINDA F. KUMER a/k/a

GERLINDA KUMER,

Defendant.

Type of Filing: **Notice of Appeal from
Award of Arbitrators**

Filed on Behalf of: Defendant

Counsel of Record for this Party:

Edward J. McIntyre, Esquire
Supreme Court I.D. No.: 88593
1243 Liberty Street, Suite 403
Franklin, PA 16323
(814) 432-5616

FILED 1cc
OCT 08 2009 Atty
S William A. Shaw
Prothonotary/Clerk of Courts
Atty pd
61825.00
(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

**CLEARFIELD ANESTHESIA
ASSOCIATES P.C. and CLEARFIELD
HOSPITAL,**

Plaintiffs,

vs.

No. 08-2196-CD

GERLINDA F. KUMER a/k/a

GERLINDA KUMER,

Defendant.

NOTICE OF APPEAL FROM AWARD OF ARBITRATORS

To the Prothonotary:

And now, this 6th day of October, 2009, comes the Defendant, GERLINDA F. KUMER a/k/a GERLINDA KUMER, by and through her attorney, Edward J. McIntyre, Esquire, and files the within "Notice of Appeal from Award of Arbitrators," and, respectfully requests this Honorable Court to list the above-captioned matter on track for trial.

Respectfully submitted,



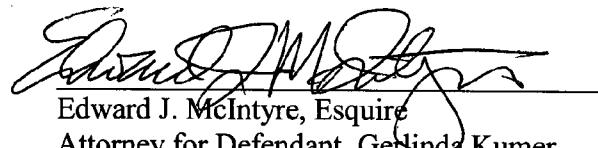
Edward J. McIntyre, Esquire
Counsel for Defendant, Gerlinda Kumer

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing "Notice of Appeal from Award of Arbitrators" has been served on the Plaintiff in this action by first class, U.S. Mail, postage prepaid, this 6th day of October, 2009, addressed as follows:

Michael P. Yeager, Esquire
P.O. Box 752
110 North Second Street
Clearfield, PA 16830

Respectfully submitted,



Edward J. McIntyre, Esquire
Attorney for Defendant, Gerlinda Kumer

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

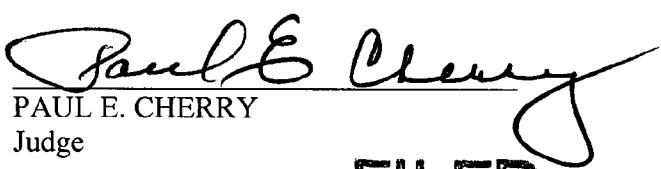
CLEARFIELD ANESTHESIA :
ASSOCIATES P.C. and CLEARFIELD :
HOSPITAL :
vs. : No. 08-2196-CD
GERLINDA F. KUMER a/k/a :
GERLINDA KUMER :
:

ORDER

AND NOW, this 13th day of October, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Tuesday, December 8, 2009 at 11:30 A.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, Jury Selection in this matter shall be and is hereby scheduled for January 5, 2010 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


PAUL E. CHERRY
Judge

FILED

OCT 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

McIntyre
Leager
McIntyre
(610)

FILED

OCT 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/13/09

You are responsible for serving all appropriate parties.

The Prothonotary's Office has provided services to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

UA

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

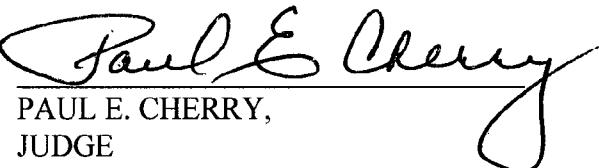
CLEARFIELD ANESTHESIA : NO. 2008-2196-CD
ASSOCIATES, P.C. and CLEARFIELD :
HOSPITAL :
: V. :
: :
GERLINDA F. KUMER a/k/a :
GERLINDA KUMER :
:

ORDER

AND NOW, this 5th day of December, 2009, the Court being in receipt of a Motion for Continuance of Pre-Trial Conference and Jury Selection from counsel for Defendant, Edward J. McIntyre; counsel for Plaintiff having no objection to the same, it is the ORDER of this Court that Pre-Trial Conference scheduled for December 8, 2009 and Jury Selection scheduled for January 5, 2010 shall be and are hereby continued.

Jury Selection shall be and is hereby continued until April 1, 2010, with Pre-Trial Conference to be scheduled by the Court prior thereto.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED *cc*
014:00371 Atty's:
DEC 04 2009 Yeager
S William A. Shaw
Prothonotary/Clerk of Courts McIntyre
(60)

FILED

DEC 04 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/14/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

FAX COVER SHEET

Law Office of Edward J. McIntyre
1243 Liberty Street, Suite 403
Franklin, PA 16323
Phone: (814) 432-5616
Fax: (814) 432-5956

Fax Number Transmitted: 1-814-765-7649

To: HON. PAUL E. CHERRY, Judge

From: Edward J. McIntyre, Esquire

Date: December 3, 2009

Rc: Clearfield Anesthesia Assoc. v. Kumer; No. 08-2196-CD

Number of Pages (including cover): 6

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify our office immediately by telephone and return the original message to us at the above address via the U.S. Postal Service.

*Law Office of Edward J. McIntyre
1243 Liberty Street
Suite 403
Franklin, Pennsylvania 16323*

*Telephone (814) 432-5616
Fax (814) 432-5956*

December 3, 2009

Hon. Paul E. Cherry, Judge
Clearfield County Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830-2448

VIA FAX: 814-765-7649

Re: Clearfield Anesthesia Assoc. v. Kumer; No. 08-2196-CD

Dear Judge Cherry:

Enclosed, please find a "Motion to Continue Pre-Trial Conference and Jury Selection" in the above-captioned matter.

After speaking with Daniel J. Nelson, Esquire, Court Administrator, I would respectfully request that, if this Honorable Court denies the said motion to continue, that I be permitted to participate in the pre-trial conference via telephone. As is mentioned in the motion, I am also scheduled to represent the Commonwealth of Pennsylvania in Juvenile Master's Court in the Court of Common Pleas of Venango County, Pennsylvania, the same morning as the Pre-Trial Conference scheduled in this matter.

Thank you for your kind consideration to this letter and our motion. Should you have any questions, or require any further information, please do not hesitate to contact my office.

Sincerely,



Edward J. McIntyre

Cc: Michael P. Yeager, Esquire

*Plan presented
Granted
JS
4-10
w/ PT Conf
to b sched
but the U
thereto.*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CLEARFIELD ANESTHESIA :
ASSOCIATES, P.C. and CLEARFIELD :
HOSPITAL, :
Plaintiffs, :
vs. :
No. 08-2196-CD
GERLINDA F. KUMER, a/k/a :
GERLINDA KUMER, :
Defendant. :
:

MOTION TO CONTINUE PRE-TRIAL CONFERENCE AND JURY
SELECTION

TO THE HONORABLE PAUL E. CHERRY, Judge of Said Court:

AND NOW, this 3rd day of December, 2009, comes the Defendant, GERLINDA F. KUMER a/k/a GERLINDA KUMER, by and through her counsel, Edward J. McIntyre, Esquire, and respectfully requests for this Honorable Court continue the Pre-Trial Conference, currently scheduled for Tuesday, December 8, 2009, at 11:30 a.m., and Jury Selection, currently scheduled for Tuesday, January 5, 2010, at 9:00 a.m., in this matter for the following reasons: (1) the undersigned is scheduled to appear before the Court of Common Pleas of Venango County for a full morning of Juvenile Master's Court on Tuesday, December 8, 2009, wherein the undersigned represents the Commonwealth of Pennsylvania and would be unable to travel to this Honorable Court for the Pre-Trial Conference in this matter and (2) the Defendant, GERLINDA F. KUMER a/k/a GERLINDA KUMER, has recently been in an accident and, at a minimum, and as reported to the undersigned, suffered a severe concussion. Although the undersigned does not know the exact details of the accident, in a brief conversation

with the Defendant on Tuesday, December 1, 2009, the Defendant had difficulty informing the undersigned that she has not been able to leave her house and travel and that she has doctors' appointments scheduled to determine the severity of any injuries she received. The Defendant, to the best of the undersigned's knowledge and understanding, is unable to travel and would be unavailable to participate in the Pre-Trial Conference currently scheduled in this matter.

WHEREFORE, the undersigned respectfully requests this Honorable Court to continue the Pre-Trial Conference and Jury Selection in this matter to later dates and times.

Respectfully Submitted,



Edward J. McIntyre, Esquire
Counsel for Defendant, Gerlinda Kumer

CERTIFICATE OF SERVICE

I, the undersigned, do state that I served a true and correct copy of the Defendant's "Motion to Continue Pre-Trial Conference and Jury Selection" upon counsel for the Plaintiff via facsimile transmission at the address listed below:

Michael P. Yeager, Esquire
P.O. Box 752
110 North Second Street
Clearfield, PA 16830
Fax: 814-765-9503

Respectfully submitted,



Edward J. McIntyre, Esquire
Counsel for Defendant, Gerlinda Kumer

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

**CLEARFIELD ANESTHESIA
ASSOCIATES, P.C. and CLEARFIELD
HOSPITAL,** :
Plaintiffs,
vs.
No. 08-2196-CD
**GERLINDA F. KUMER, a/k/a
GERLINDA KUMER,** :
Defendant.

ORDER OF COURT

AND NOW, this _____ day of December, 2009, after presentation and consideration of the Defendant's "Motion to Continue Pre-Trial Conference and Jury Selection" in this matter, said motion is hereby GRANTED.

The Pre-Trial Conference, currently scheduled for Tuesday, December 8, 2009, at 11:30 a.m., is hereby CONTINUED to the _____ day of _____, 2010, at _____:_____.m. in Judges Chambers, Clearfield County Courthouse, Clearfield, Pennsylvania.

Jury Selection in this matter, currently scheduled for Tuesday, January 5, 2009, at 9:00 a.m. in Courtroom No. I of the Clearfield County Courthouse, is hereby CONTINUED to the _____ day of _____, 2010, at _____:_____.m in Courtroom No. _____ of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

PAUL E. CHERRY, Judge

Cc: Michael P. Ycager, Esquire
Edward J. McIntyre, Esquire

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

CLEARFIELD ANESTHESIA :
ASSOCIATES P.C. and CLEARFIELD :
HOSPITAL :
vs. : No. 08-2196-CD
GERLINDA F. KUMER a/k/a :
GERLINDA KUMER :
:

ORDER

AND NOW, this 10th day of December, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Thursday, February 11, 2010 at 1:30 P.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, Jury Selection in this matter shall be and is hereby scheduled for April 1, 2010 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

FILED 2009-12-10 10:00 AM Atty's:
DEC 11 2009
William A. Shaw
Prothonotary/Clerk of Courts
Yeager
McIntyre


PAUL E. CHERRY
Judge

FILED

DEC 11 2009

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

DATE: 12/11/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

CLEARFIELD ANESTHESIA ASSOCIATES, : NO. 08-2196-CD
PC and CLEARFIELD HOSPITAL :

V.

GERLINDA F. KUMER a/ka/
GERLINDA KUMER

ORDER

AND NOW, this 11th day of February, 2010, following Pre-Trial Conference, it is
the ORDER of this Court as follows:

1. Trial in this matter is scheduled for May 13, 2010, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for providing any and all outstanding discovery shall be by and no later than thirty (30) days prior to the commencement of trial.
3. The deadline for submitting any and all Motions shall be by and no later than forty-five (45) days prior to the commencement of trial.

BY THE COURT,

PAUL E. CHERRY,
JUDGE

FILED
d 12/4/2010
FEB 12 2010

William A. Shaw
Prothonotary/Clerk of Courts

Prothonotary Clerk of Oregon
ICC Atlys: Yeager
McIntyre

FILED

FEB 12 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/12/10

You are responsible for serving all appropriate parties.
 The Prothonotary's Office has provided services to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

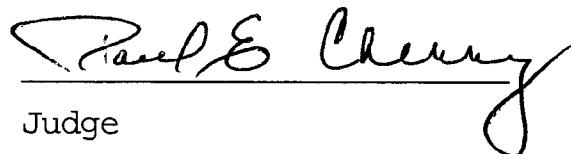
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD ANESTHESIA)
ASSOCIATES, PC, and)
CLEARFIELD HOSPITAL)
VS.) NO. 08-2196-CD
GERLINDA F. KUMER, A/K/A)
GERLINDA KUMER)

O R D E R

NOW this 13th day of May, 2010, following nonjury trial, it is the ORDER of this Court that counsel provide the Court with letter brief within no more than twenty (20) days from today's date.

BY THE COURT,



Judge

FILED 2CC
05/14/2010 Atty: Yeager
MAY 14 2010
S William A. Shaw
Prothonotary/Clerk of Courts

McIntyre

FILED

MAY 14 2010

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

DATE: 5/14/10

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 Other

Special Instructions:

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

FILED

CLEARFIELD ANESTHESIA
ASSOCIATES P.C. and CLEARFIELD
HOSPITAL,

Plaintiffs

vs.

NO. 2008-2196-CD

GERLINDA F. KUMER a/k/a
GERLINDA KUMER,
Defendant

JUN 14 2010
0/3:35/1
William A. Shaw
Prothonotary/Clerk of Courts
sent to VFARE
McINNARZ
LAWLOR
MURRAY

OPINION

On May 13, 2010, a nonjury trial was held in regards to this matter, with each party timely filing briefs thereafter, and the matter is now ripe for review.¹

I. Factual History

On or about March 17, 2007, Gerlinda F. Kumer a/k/a Gerlinda Kumer, (hereinafter “Defendant”), entered into an agreement (“Agreement”) with Clearfield Anesthesia Associates, P.C., (hereinafter “CAA”), to be employed as a certified registered nurse anesthetist at the Clearfield Hospital, (hereinafter “Hospital”). The employment was to commence on the effective date of March 17, 2007, and to continue indefinitely thereafter. The Hospital agreed to provide Defendant with a \$10,000.00 “sign on bonus” as specified in Paragraph 22 of the Agreement. Paragraph 22 also provided for repayment by Defendant to the Hospital for any amounts advanced for the Bonus that have not otherwise been repaid or credited in the event Defendant “...resigns within the first year...”

¹ This matter first had Arbitration on September 8, 2009, where the Award of the Arbitrators was in favor of Plaintiffs, however Defendant appealed.

In accordance with the Agreement, the Hospital provided Defendant with the \$10,000.00 bonus, in full, on March 17, 2007. Defendant began to provide the agreed upon services on or about March 17, 2007. However, the Court finds that on or about April 24, 2007, Defendant stopped providing services as required by the Agreement. The Court finds that Defendant ceased providing services without adequate explanation, after having only worked for approximately one and one-half months, thereby effectively resigning from the position. The Court's finding of a resignation by Defendant is unchanged by her later notification of termination from that position. Moreover, Defendant's attempt to justify her absences by stating that she had called-off sick was clearly rebutted by the evidence presented by Plaintiffs in this matter.

II. Resignation

In *Powell v. Retirement Board of Allegheny County*, the Supreme Court was faced with a similar situation in which an employee ceased appearing for work as a result of incarceration. 431 Pa. 396, 246 A.2d 110 (1968). The Court concluded that, as a result of continuing absences, the employee effectively resigned and voluntarily left his employment, stating:

[W]hile we recognize that appellee probably had no intention to resign his position, the law under these circumstances will presume such an intention by the continued failure of an employee to assume his employment obligations after a 'reasonable time' has elapsed. It is not enough for an employee to sit back and remain away from his employment for an unreasonable period of time and expect his employer to notify him as to his status as an employee. The employee must either procure a leave of absence from his employer or once again resume his services if he is desirous of not being deemed as a matter of law to have 'voluntarily quit.'

Id. at 403.

This matter is substantially similar to the facts of *Powell*. During the approximately one and one-half month period in which Defendant was employed, Defendant was expected to appear for work at the Hospital a total of twenty-eight (28) weekdays and one weekend call (4/27-4/29). Plaintiffs presented sufficient evidence showing that, of those twenty-eight (28) days, Defendant was absent either 10 or 11 days, and missed the weekend call completely. Defendant last appeared for work on April 23, 2007, and called in sick on that day for April 24 only, and was never heard from again despite being scheduled for work the remainder of that week, and on-call for that weekend. Plaintiffs presented undisputed evidence, which the Court found to be credible, that various representatives attempted to contact Defendant and left messages, all to no avail. Therefore, the Court finds that Defendant effectively abandoned her job pursuant to the Agreement when she failed to return to work and otherwise notify the Hospital of her absences. Ultimately, by letter dated April 30, 2007, Defendant was notified that her employment was terminated "...due to your numerous absences with little or no communication of such..."

Defendant argues that she was terminated from her employment and did not resign. Defendant claims that she contracted an illness which prevented her from working, and that she conveyed the same to Plaintiffs. The Court disagrees and also finds the Defendant's assertions to not be credible. Defendant was aware of the working schedule at the Hospital during the respective time frame referenced above, yet repeatedly missed her schedule times of work. Defendant's absences were clearly unreasonable, further compounded by her failure to respond to requests for information about her whereabouts, as well as her failure to respond to correspondence from

Plaintiffs. The Court holds that time frame of Defendant's absences was plainly unreasonable, and it was appropriate for the Hospital to consider her continued absences as a voluntary termination (as a matter of law).

III. Breach of Contract

Paragraph 22 of the Agreement provides as follows:

[T]he hospital has agreed to pay the employee a \$10,000.00, sign on bonus to be paid up front, but contingent on two (2) years of continuous employment. If the employee resigns within the first year that amount is to be paid back in full. The amount of payback after the first year will decrease by \$833.33/month until 2years [sic] of employment has lapsed.

Defendant avers that she did not resign as provided by the Agreement. However, the Court finds that the facts of this case and the law as applied to those facts, indicates that Defendant voluntarily quit employment pursuant to the agreement and effectively resigned.

Contracts must be construed according to the meaning of their respective language. *Grant v. Southeastern Pennsylvania Water Auth.*, 601 A.2d 1359 (Pa. Cmmw. Ct. 1992). Furthermore, contracts should be construed so as to ascertain and give effect to the intention of the parties. *Sun Co., Inc. (R&M) v. Pennsylvania Turnpike Comm'n*, 708 A.2d 875 (Pa. Cmmw. Ct. 1998). “[I]f the language of a contract is ambiguous and susceptible of two interpretations, one of which makes it fair, customary, and such as prudent men would naturally execute, while the other makes it inequitable, unusual or such as reasonable men would not likely enter into; then the construction which makes it rational and probably must be preferred.” *Consolidated Tile and Slate Co. v. Fox*, 410 Pa. 336, 339, 189 A.2d 228, 229-30 (1963)(citing *Wilkes-Barre Township School District v.*

Corgan, 403 Pa. 383, 170 A.2d 97 (1961), and *Heidt v. Aughenbaugh Coal Co.*, 406 Pa. 188, 176 A.2d 400, 401-02 (1962)).

It is well settled that before a court may interpret a contract in such a way as to reach an absurd result, it must first endeavor to reach an interpretation that is reasonable in light of the parties' intentions. *Pocono Manor Ass'n v. Allen*, 337 Pa. 442, 12 A.2d 32 (1940); *Empire Sanitary Landfill, Inc. v. Riverside School Dist.*, 739 A.2d 651, 655 (Pa. Cmmw. Ct. 1999). "Intention to effect an absurd result will never be imputed to the parties to a contract." *Levin v. Fidelity-Philadelphia Trust Co.*, 358 Pa. 124, 1280129, 56 A.2d 239, 241 (1948).

The Court finds the terms of the Agreement, specifically Paragraph 22, are ambiguous as it does not specify how resignation is required to be effectuated. Paragraph 22 merely contemplates "[if] the employee resigns..." The Court finds that a reasonable interpretation of Paragraph 22 of the Agreement is that resignation can be both formal and constructive, as is the case here. This finding mandates that Defendant pay the sign on bonus back in full, as a result of her numerous absences without notification, and despite lack of a formal resignation. To construe the contract and Paragraph 22 otherwise would lead to an absurd result, as it would allow an employee to never report to work but yet retain the bonus, because they did not formally resign. Defendant effectively resigned her position by not reporting to work as scheduled, and without providing adequate reasons for the same, and therefore Defendant is in breach of the Agreement.

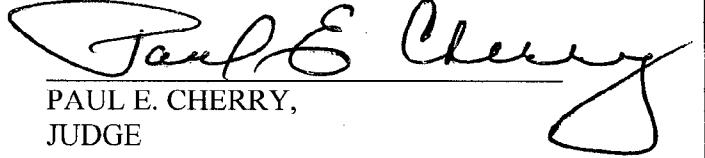
Based on the foregoing, the Court enters the following:

ORDER

AND NOW, this 14 day of June, 2010, following nonjury trial, the timely receipt of briefs, and upon consideration of the same, it is the ORDER of this Court as follows:

1. COUNT I- Breach of Contract, the Court finds in favor Plaintiffs and against Defendant. Defendant is ORDERED to repay Plaintiffs in the amount of \$7,989.75 plus interest and costs of suit.
2. COUNTS II and III will not be addressed by the Court, having found merit on COUNT I.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

June 14, 2010

6-14-0

DATE:

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:

Prothonotary/Clerk of Courts
William A. Shaw

JUN 14 2010

FILED

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

CLEARFIELD ANESTHESIA ASSOCIATES,
PC and CLEARFIELD HOSPITAL,
Plaintiffs

vs

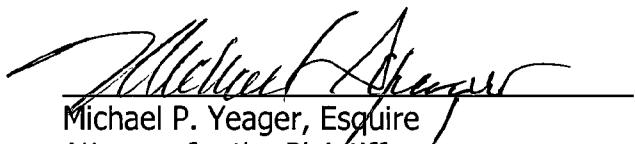
No. 08 - 2196 - CD

GERLINDA F. KUMER a/k/a GERLINDA
KUMER,
Defendant

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of the Plaintiffs and as against the Defendant in the above-captioned matter in the amount of Seven Thousand Nine Hundred Eighty-Nine and 75/100 (\$7,989.75) Dollars as ordered by Judge Paul E. Cherry on June 14, 2010. The Defendant has not filed an appeal within the thirty-day time frame from the date of Judge Cherry's Order.



Michael P. Yeager, Esquire
Attorney for the Plaintiff

FILED 01/30/2011 20.00
S JUL 19 2010 Statement to
William A. Shaw Atty
Prothonotary/Clerk of Courts Atty
Notice to Def.
and Atty McIntyre
GW

COPY

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

CLEARFIELD ANESTHESIA ASSOCIATES,
PC and CLEARFIELD HOSPITAL,
Plaintiffs

vs

No. 08 - 2196 - CD

GERLINDA F. KUMER a/k/a GERLINDA
KUMER,
Defendant

Notice is given that a JUDGMENT in the above-captioned matter has been
entered against you in the amount of \$7,989.75 plus interest and costs
on July 19, 2010.

William A. Shaw, Prothonotary

By William A. Shaw

COPY

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

Clearfield Anesthesia Associates P.C.
Clearfield Hospital
Plaintiff(s)

No.: 2008-02196-CD

Real Debt: \$7,989.75

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Gerlinda F. Kumer
Defendant(s)

Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: July 19, 2010

Expires: July 19, 2015

Certified from the record this 19th day of July, 2010



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CLEARFIELD ANESTHESIA ASSOCIATES
P.C. and CLEARFIELD HOSPITAL,
Plaintiffs

vs

GERLINDA F. KUMER a/k/a GERLINDA
KUMER,
Defendant

: NO. 08 - 2196 - CD
: Type of Case: Assumpsit
:
: Type of Pleading: PRAECIPE
: FOR EXEMPLIFICATION OF
: JUDGMENT
:
:
: Filed on Behalf of: Plaintiffs
:
: Counsel of Record for this Party:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

Date: September 28, 2010

FILED
09/28/2010 Atty Pd.
SEP 28 2010 415.00
WAS
William A. Shaw
Prothonotary/Clerk of Courts
Certification
to Atty Yeager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW/EQUITY

CLEARFIELD ANESTHESIA ASSOCIATES,
PC and CLEARFIELD HOSPITAL,
Plaintiffs

vs

No. 08 - 2196 - CD

GERLINDA F. KUMER a/k/a GERLINDA
KUMER,
Defendant

PRAECIPE FOR EXEMPLIFICATION OF JUDGMENT

TO THE PROTHONOTARY:

Please issue an Exemplification of the Judgment with the docket entries in the
above-captioned case to transfer this case to Venango County, PA.



Michael P. Yeager, Esquire
Attorney for Plaintiffs

Date: September 28, 2010

FILED

SEP 28 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY

**Clearfield Anesthesia Associates P.C.
and Clearfield Hospital**

Vs.

NO. 2008-02196-CD

**Gerlinda F. Kumer
a/k/a Gerlinda Kumer**

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Clearfield Anesthesia Associates P.C. and Clearfield Hospital and against Gerlinda F. Kumer a/k/a Gerlinda Kumer on July 19, 2010, in the amount of \$7,989.75.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 28th day of September, A.D., 2010.

William A. Shaw
Prothonotary

BY: 
Deputy

Date: 9/28/2010
Time: 03:36 PM
Page 1 of 2

Clearfield County Court of Common Pleas
ROA Report
Case: 2008-02196-CD
Current Judge: Paul E. Cherry
Clearfield Anesthesia Associates P.C., et al vs. Gerlinda F. Kumer

User: BHUDSON

Civil Other-COUNT

Date	Judge	
11/14/2008	New Case Filed. Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Clearfield Anesthesia Associates P.C.) Receipt number: 1926803 Dated: 11/14/2008 Amount: \$95.00 (Check) For: Clearfield Anesthesia Associates P.C. (plaintiff) 1CC shff and 1CC Atty.	No Judge
12/29/2008	Answer to Complaint, filed by s/ Edward J. McIntyre, Esquire. CC to Atty. McIntyre, Yeager	No Judge
3/13/2009	Sheriff Return, November 24, 2008, Sheriff of Venango County was deputized. December 3, 2008 at 2:07 pm Served the within Complaint on Gerlinda F. Kumer a/k/a Gerlinda Kumer. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Yeager \$31.00 Venango Co. costs pd by Yeager \$51.00	No Judge
3/16/2009	Certificate of Service, filed. That a true and correct copy of the foregoing Notice of Taking Deposition Upon Oral Examination was served this 16th day of March 209 by first class mail to Gerlinda F. Kumer a/k/a Gerlinda Kumer and c/o Edward J. McIntyre Esq., filed by s/ Michael P. Yeager Esq. No CC.	No Judge
5/29/2009	Filing: Praecepice/List For Arbitration Paid by: Yeager, Michael P. (attorney for Clearfield Anesthesia Associates P.C.) Receipt number: 1929650 Dated: 5/29/2009 Amount: \$20.00 (Check) For: Clearfield Anesthesia Associates P.C. (plaintiff) Certificate of Readiness for Arbitration, filed by s/ Michael P. Yeager, Esquire. 2CC Atty. Yeager	No Judge
8/25/2009	Order, this 25th day of August, 2009, Arbitration is scheduled for Sept. 8, 2009, at 9:00 a.m. in Conference/Hearing Room 3. The following have been appointed as Arbitrators: Peter F. Smith, Esquire, Chairman Christopher E. Mohney, Esquire Katherine M. Forcey, Esquire By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 6CC C/A	No Judge
9/8/2009	Oath or Affirmation of Arbitrators filed. NOW, this 8th day of September, 2009. Peter F. Smith, Esq., Chairman, Christopher E. Mohney, Esq. & Katherine M. Forcey, Esq. Award of Arbitrators, filed. Copies of Award to Atty. Yeager and McIntyre 9/8/09.	No Judge
	Now, this 8th day of September, 2009 Judgment for the Plaintiff in the amount of \$6,656.42 with statutory interest from 6/1/07 plus costs. s/Peter F. Smith, Esq. Chairman, Christopher E. Mohney, Esq. and Katherine M. Forcey, Esq.	
	Entry of Award Sept. 8, 2009. s/William A. Shaw, Prothonotary.	
10/8/2009	Filing: Arbitration Appeal Paid by: McIntyre, Edward J. (attorney for Kumer, Gerlinda F.) Receipt number: 1931556 Dated: 10/8/2009 Amount: \$825.00 (Check) For: Kumer, Gerlinda F. (defendant). Filed by s/ Edward J. McIntyre, Esquire. 1CC Atty. McIntyre	No Judge

Date: 9/28/2010
Time: 03:36 PM
Page 2 of 2

Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2008-02196-CD

Current Judge: Paul E. Cherry

Clearfield Anesthesia Associates P.C., et al vs. Gerlinda F. Kumer

Civil Other-COUNT

Date	Judge
10/13/2009	Order, this 13th day of Oct., 2009, a pre-trial conference is scheduled for Dec. 8, 2009 at 11:30 a.m. in Judges Chambers. Jury Selection is scheduled for Jan 5, 2010 at 9:00 a.m. in courtroom 1. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys; Yeager, McIntyre
12/4/2009	Order, this 5th day of Dec., 2009, Pre-Trial Conference scheduled for Dec. 8, 2009 and Jury Selection scheduled for Jan. 5, 2010 are continued. Jury Selection is continued until April 1, 2010, with Pre-Trial Conference to be scheduled by the Court prior thereto. By The Court, /s/ Paul E. Cherry, Judge. 2CC Attys; Yeager, McIntyre
12/11/2009	Order, this 10th day of December 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and hereby scheduled for Thursday, February 11, 2010 at 1:30. Additionally, Jury selection in this matter shall be and is hereby scheduled for April 1, 2010 at 9:00 in Courtroom No. 1. BY THE COURT: /s/ Paul E. Cherry, Judge. 2CC Attys: Yeager and McIntyre.
2/12/2010	Order, this 11th of Feb., 2010, following Pre-Trial Conference, it is Ordered: Paul E. Cherry Trial is scheduled for May 13, 2010, beginning at 9:00 a.m. in Courtroom 2. (see original). By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Yeager, McIntyre
5/14/2010	Order this 13th day of May 2010, following nonjury trial, it is the ORDER of Paul E. Cherry this Court that counsel provide the Court with letter brief within no more than twenty (20) days from today's date. BY THE COURT: /s/ Paul E. Cherry, Judge. 2CC Attys: Yeager and McIntyre.
6/14/2010	Opinion and Order, dated 14 day of June 2010, following nonjury trial, the timely receipt of briefs, and upon consideration of the same, it is the ORDER of this Court as follows: 1. Court I-Breach of Contract, the Court finds in favor Plaintiffs and against the defendant. Defendant is ORDERED to repay Plaintiffs in the amount of \$7,989.75 plus interest and costs of suit. 2. Courts II and III will not be addressed by the Court, having found merit on Count . BY THE COURT: /s/ Paul E. Cherry, Judge. Cert to Yeager, McIntyre, Law Library and Mikesell.
7/19/2010	Filing: Judgment Paid by: Yeager, Michael P. (attorney for Clearfield Anesthesia Associates P.C.) Receipt number: 1935784 Dated: 7/19/2010 Amount: \$20.00 (Check) For: Clearfield Anesthesia Associates P.C. (plaintiff) Judgment in favor of the Plaintiffs and as against the Defendant in the amount of \$7,989.75 as Ordered by Judge Paul E. Cherry on June 14, 2010. Filed by s/ Michael P. Yeager, Esquire. Statement to Atty; Notice to Def. and Atty. McIntyre
9/28/2010	Filing: Praeclipe for Exemplification of Record Paid by: Yeager, Michael P. Paul E. Cherry (attorney for Clearfield Anesthesia Associates P.C.) Receipt number: 1936915 Dated: 9/28/2010 Amount: \$15.00 (Check) For: Clearfield Anesthesia Associates P.C. (plaintiff)

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

SEP 28 2010

Attest.

William E. Cherry
Prothonotary/
Clerk of Courts

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

Clearfield Anesthesia Associates P.C.
Clearfield Hospital
Plaintiff(s)

No.: 2008-02196-CD

Real Debt: \$7,989.75

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Gerlinda F. Kumer
Defendant(s)

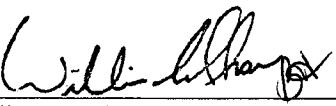
Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: July 19, 2010

Expires: July 19, 2015

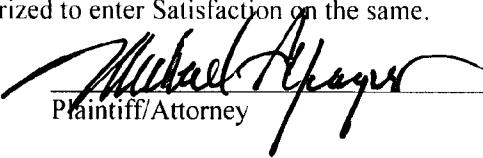
Certified from the record this 19th day of July, 2010.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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



Plaintiff/Attorney

FILED *Def. s*
m 12 2011 pd. \$7.00
S AUG 15 2011
6K

William A. Shaw
Prothonotary/Clerk of Courts