

**THE GENERAL ASSEMBLY OF PENNSYLVANIA**

**HOUSE BILL - No. 106**

Public Hearing

**House Judiciary Committee on Crime and Corrections**

Wednesday February 23, 2000

9:00AM

Abington Township Building  
Horace Avenue & Old York Road  
Abington, PA

**CRIMES:**

**ESTATE FRAUD, JUDICIAL MISCONDUCT,  
ADMITTED FRAUD AND FORGERY BY ATTORNEY,  
GETTING PAID FOR KILLING SOMEONE,  
AND MORE.**

**CORRECTIONS:**

- **MANDATORY DETAILED ACCOUNTING**
- **ATTORNEY DISBARMENT FOR LIFE**
- **PULL INS. COMPANY BUSINESS LICENSE**

**Joan Kubrick**  
225 Moosic Street  
Olyphant, PA 18447  
(570) 489-8398

## ESTATE FRAUD, ADMITTED FORGERY, and MORE!

- 1) \$50,000.00 State Farm check, recently received regarding UNDERINSURANCE which my attorney Attorney Joseph Quinn, Jr. and firm NEVER COLLECTED. State Farm's attorney in a January 21<sup>st</sup>, 2000 letter indicate 'only the passenger', our son Timothy, should have received money regarding another settlement. In essence, his Estate was shorted at least another \$50,000.00 or now over \$100,000.00. Also, all the attorneys who signed off on that other settlement (88 EQ 19) either worked for and/or were paid by State Farm and should have known that Barnard Michini killed our son. Much much more of other underinsurance and other benefits were also never collected.
- 2) State Farm Release - Bernard Michini was the driver at the time of our son's fatal two car accident on October 5<sup>th</sup>, 1985. State Farm knew Bernard Michini was driving!
- 3) Attorney Quinn and firm represent State Farm's defense in the Horner v. Allstate and State Farm case in Wilkes-Barre, PA - 1991 case number 173 C 1991. Also, Quinn and firm represented State Farm's defense in the Koziar v. State Farm in Scranton, PA - 1985 case number 85 CIV 3955. At the *exact same time* they also were representing our son's Estate against State Farm in 88 EQUITY 19 ( 88 EQ 19) in Lackawanna County Court. That is a 'Conflict of Interest' by that law firm that was never disclosed to us.
- 4) June 1<sup>st</sup>, 1993 Attorney Joseph Quinn's letter acknowledging and advising of the FRAUD of our signatures on a settlement which we never would agree to. Also, Lackawanna County Judges Cottone, O'Malley and 'now' Judge Terrence Nealon also all knew of that FRAUD per that enclosed letter.
- 5) sample of January 3<sup>rd</sup>, 1994 hearing transcript, pages 60-62, where Attorney Thomas Helbig, admitted before Judge Cottone and others of using a prior Verification of our signatures (equates to FRAUD AND FORGERY) - but nothing was done! Also, our daughter Kim Kubrick Peters, was a non-party to these matters, plus she had no standing with the Court but Attorney Helbig, who was working for the Quinn law firm, put the blame for his ADMITTED FRAUD, a criminal act, on our daughter.
- 6) Ask Judge O'Malley where is the ACCOUNTING and why did he reward the Quinn law firm over \$60,000.00 for committing a FRAUD on our deceased son's Estate, a FRAUD ON THE COURTS, FRAUD on us, and other crimes? Judge O'Malley as a former U.S. Attorney for the Middle District as well as Judge Cottone, both know the laws and that these were criminal acts of defrauding an estate, forgery, etc. Millions of insurance dollars were available - but was never collected. Why? Ask the judges!

Read civil case files (86-CIV-1669, 86 CIV-1746, 88 EQ 19, and 86-CIV-1699) in Scranton, PA to find out exactly how much Bernard Michini was paid for killing our son Timothy! Those court files are under Lackawanna Court Administrator's Thomas Perry desk in Scranton, Pennsylvania for 'safe keeping' because some of those files 'were lost' at one-time for over six months. *How many other Estates have similarly been 'short changed' by attorneys who had 'Undisclosed Conflict of Interest' over the years?*

Joan Kubrick - 570-489-8398

LAW OFFICES  
O'MALLEY & HARRIS, P.C.  
81 NORTH WASHINGTON STREET  
WILKES-BARRE, PENNSYLVANIA 18701

(570) 829-3232  
FAX (570) 829-4418  
January 21, 2000

TIMOTHY J. HOLLAND

BRUCE L NEFF ESQUIRE  
NEFF AND ASSOCIATES  
TWO PENN CENTER PLAZA, SUITE 530  
15TH STREET & JFK BOULEVARD  
PHILADELPHIA PA 19102

RE: ESTATE OF TIMOTHY KUBRICK  
VS. STATE FARM INSURANCE CO.  
OUR FILE: 8009-75705

Dear Bruce:

I have both your letters dated January, 2000 and thought at first that this was some sort of practical joke. I tried to reach you by phone after I received these letters, but you were unavailable.

On January 12, 2000, I sent you the check for \$50,000.00 in full settlement of this claim. At that time, I also closed my file. That should take care of the one letter.

Regarding your other letter, you indicate that I said that State Farm had paid its policy limits to the Estate of Mr. Kubrick. I have repeatedly told you that the proceeds were paid into Court and that the Court distributed same. The entire policy limit was paid to Court and distributed to the various parties in accordance with that Court Order. I am forwarding your correspondence to the company, but believe that another \$50,000.00 will not be paid to your client, because they do not owe it. That money was paid into Court and distributed according to the Court Order. Only one policy limit was paid because only one individual, the passenger, was entitled to the coverage. The fact that the Kubrick Estate may not have received all of it is an issue to be taken up with the Court and not my client.

I hope this clarifies my position.

Sincerely,

O'MALLEY & HARRIS, P.C.,

  
Timothy J. Holland

TJH\G:\FILES\75705\NEFF16.enc.\bam

cc: Jack LaMarca,  
State Farm Insurance Co.  
File: 38-J018-170

RELEASE AND TRUST AGREEMENT

POLICYHOLDER Timothy Kubrich  
CLAIM NO. 38-5018-170  
POLICY NO. 6293-197-38C

RECEIVED OF STATE FARM Mutual Automobile Insurance Co HEREINAFTER CALLED THE COMPANY, THE SUM OF Fifty Thousand and 00/100 (\$ 50,000.00)

IN FULL SETTLEMENT AND FINAL DISCHARGE OF ALL CLAIMS UNDER THE Underinsured MOTORIST COVERAGE OF THE ABOVE NUMBERED POLICY BECAUSE OF BODILY INJURIES KNOWN AND UNKNOWN AND WHICH HAVE RESULTED OR MAY IN THE FUTURE DEVELOP, AND PROPERTY DAMAGE, SUSTAINED BY

Timothy Kubrich

BY REASON OF AN ACCIDENT OR OCCURRENCE ARISING OUT OF THE OWNERSHIP OR OPERATION OF AN AUTOMOBILE BY

Bernara Michini

WHICH OCCURRED ON OR ABOUT THE 5<sup>th</sup> DAY OF October (YEAR) 1985 AT

Rt 191 Lake Ariel, Pa

For the consideration aforesaid, and to the extent of any payment made thereunder, the undersigned agrees to hold in trust for the benefit of the Company all rights of recovery which he/she shall have against any person or organization legally liable for such bodily injuries and property damage, and assigns to the Company the proceeds of any settlement with or judgment against such person or organization.

The Company is hereby authorized to take any action which may be necessary either in law or in equity in the name of the undersigned against any such person or organization, and the undersigned covenants and agrees to cooperate fully with the Company in the presentation of such claims and to furnish all papers and documents necessary in such proceedings and to attend court and testify if the Company deems such to be necessary.

The undersigned further warrants that he/she made no settlement with, given any release to nor prosecuted any claim to judgment against any person or organization legally liable for such bodily injuries and property damage, and that no such settlement will be made, no such release will be given, and no such claim will be prosecuted to judgment without the written consent of the Company.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a 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.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, (year) \_\_\_\_\_

X \_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ADDRESS

SIGNED X \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

X \_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ADDRESS

SIGNED X \_\_\_\_\_

\_\_\_\_\_  
ADDRESS



LAW OFFICES

SUITE SEVEN HUNDRED  
WELLMAN BANK CENTER  
4 WEST MARKET STREET  
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SUITE 102B  
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STROUDSBURG, PA 18380-2404  
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SOVEREIGN BUILDING  
609 HAMILTON HALL  
ALLENTOWN, PA 18101-2111  
(610) 437-1564  
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ALLAN M. KLUGER  
RICHARD M. GOLDBERG  
JOSEPH P. MCELROY, JR.  
NEIL L. CONWAY  
RICHARD S. BISHOP  
ENE D. SPERAZIA  
R. P. MENEALIS  
WALTER T. GRABOWSKI  
MELISSA A. SCARTELLI  
SANDRA HAMEY-RICHARDS  
SHAWN P. PHILLIPS  
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JAMES V. PYRAM  
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JOSEPH A. QUINN, JR.  
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JOSEPH A. LACH  
RONALD V. SANTORA  
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FRED T. HOWE  
MARGARET M. GAVIN  
ROBERT J. POWELL  
DAVID J. SELINGO  
ALEXIA K. BLAKE

OF COUNSEL  
GEORGE A. SPONKER

MEMBER NY BAR  
ANDREW HOURIGAN, JR.  
1940-1978  
MORRIS S. GELB  
1929-1988

June 1, 1993

David L. Kurtz, Esquire  
Box 107F  
Lake Ariel, PA 18436

RE: Kubrick v. Michini  
Our File No.: 26376-001

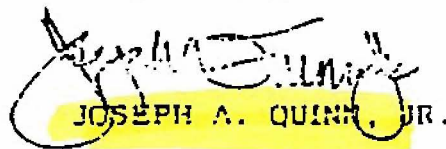
Dear David:

This will confirm our discussions on Friday, May 28, 1993 pursuant to which I made arrangements with Judges John Cottone and Carlton O'Malley separately on Tuesday, June 1, 1993 and advised both Judges that I had recently learned that the Verification forms attached to the Petition for Court Approval presented to Judge Cottone in December of 1991 had not been signed by Mr. and Mrs. Kubrick.

During my meeting with Judge Cottone it was suggested that I confirm my disclosure to him in writing, and I intend to do so as soon as possible.

I would suggest that you call me at your earliest convenience.

Very truly yours,

  
JOSEPH A. QUINN, JR.

JAQjr/pab

P.S. Since beginning to dictate this letter I had received a telephone call from Attorney Terry Nealon advising me that he has spoken to you and that you suggested a joint meeting, which I am certainly willing to attend if such meeting can be helpful.

I will look forward to hearing from you.

EXHIBIT 10

Plaintiff's Exhibit 1



COPY

JOAN KUBRICK, ADMINISTRATRIX; IN THE COURT OF COMMON PLEAS  
OF THE ESTATE OF TIMOTHY A. KUBRICK, DECEASED, AND  
OF LACKAWANNA COUNTY  
JOAN KUBRICK AND WILLIAM  
KUBRICK,

Plaintiffs

vs.

BERNARD M. NICHIMI,

Defendant.

36 CIVIL 1669, 1716

TRANSCRIPT OF PROCEEDINGS  
AT HEARING

BEFORE: HONORABLE S. JOHN COTTONE, J.

JANUARY 3, 1994

A 2 2 E 2 A R C E.

FOR THE INTERVENER THOMAS F. BELGIO; TERRY MEALON, ESQUIRE  
FOR THE INTERVENER JOSEPH QUINN; JOSEPH QUINN, ESQUIRE  
FOR THE DEFENDANT; JOHN J. LEBARAK, JR., ESQUIRE

COPY

indicated that her mother did not want to communicate with us at that point and that she was in charge of the litigation basically.

She returned to the courtroom and after my explanation she indicated that it would be acceptable to her mother, provided she could add the following language on the consent form after tax free and the following language she added was, "Except for the possibility of a minor or amount on a small percentage of the money."

I reviewed that language. I thought that was basically consistent with what I had told her and I signed the form.

Q -- Now, again, just so the record is clear, the photocopy that we have does not reflect your signature?

A -- This copy was made by her that day, and it was a poor copy, yes, but I did sign the form for her, for Kim Kubrick.

Q -- Again, after she had this telephone discussion or represented to you that she had this telephone conversation with her mother, was it at that time that the consent to settlement form and the

letter ~~or the note that she had prepared was signed~~  
by Kim Kubrick and by you?

A That's correct. I would also note that at the time the forms were signed she had requested, Kim Kubrick had requested, that a witness be present to witness the signatures, and that was a woman that I believe worked with her at the Mid-Valley Elementary School. She was present when the forms were signed at her request.

Q Again, did you believe that you had a binding settlement agreement at that time, namely, on November 27, 1991, when these forms were signed?

A Yes, I did.

Q At any time during this meeting on November 27, 1991, did you threaten Kim Kubrick, did you coerce her at all, or did you in any way attempt to unduly persuade her to enter into this settlement?

A Absolutely not.

Q Now, during this meeting did you also discuss the possibility of Court approval of this settlement?

A Yes, I discussed not only the amount of the settlement and the consent forms, but I also discussed

with her the procedure that was to be used in order to obtain Court approval. It was in the context of when I told her we needed to prepare a petition. Basically I told her at that point consistent with our firm practice that we would prepare a simple petition for Court approval setting forth the basic facts of the accident, the basic facts of the settlement, and allocating a portion of it to the wrongful death, and allocating a portion of it to the survival act claim, and that would be presented to the Court.

I also indicated to her at that time that it was our firm practice that the client's verification, signature on a verification, would be attached to the petition. We had some discussion at that point to whether her mother would be willing to do that in view of the fact she was refusing to communicate with us, and I suggested to Kim Kubrick that we could use a prior verification which was in the file which was the signatures of William Kubrick and Joan Kubrick for purposes of the verification.

Q Did Kim agree to this proposed procedure?

A Yes, she did.

Q Why did you believe a verification was