

01-924-CD  
TERRY ALAN PETROSKY et al -vs- MATTHEW BRIAN JURY et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01924 CO

Plaintiffs

COMPLAINT IN A CIVIL ACTION

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address: gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

JUN 14 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No.  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

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 claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

LAWYER REFERRAL SERVICE

-

Court Administrator's Office  
1 North Second Street  
Clearfield, PA 16830

Telephone (814) 765-2641, Ext: 50

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No.  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**COMPLAINT IN A CIVIL ACTION**

AND NOW, come the Plaintiffs, TERRY ALAN PETROSKY and SHEILA PETROSKY, by their attorneys, EDGAR SNYDER & ASSOCIATES, LLC and GEOFFREY S. CASHER, ESQUIRE, to make complaint against the Defendants, MATTHEW BRIAN JURY, REBECCA JURY, and STANLEY JURY, upon cause whereof the following is a statement:

1. The Plaintiffs, Terry Alan Petrosky and Sheila Petrosky, are an adult, married couple and reside at R. D. #1, Box 622A, Osceola Mills, Clearfield County, Pennsylvania 16666.
2. The Defendants, Matthew Brian Jury, Rebecca Marie Jury, and

Stanley Jury are adult individuals and reside at R. D. #1, Box 677C, Osceola Mills, Pennsylvania 16666.

3. At all times relevant hereto, the Defendants were the owners of a Shetland pony.

4. On or about July 15, 2000 the Plaintiff, Terry Alan Petrosky, was driving his 1982 Harley Davidson motorcycle, lawfully, carefully, and properly, east along State Route 2012 in Decatur Township, Clearfield County, Pennsylvania.

5. On or about July 15, 2000 at approximately 11:00 p.m. a Shetland pony, owned by Matthew Brian Jury, Rebecca Jury, and Stanley Jury entered upon the roadway from the north side of the roadway, standing in the eastbound lane.

6. At about that same time and date, Terry Petrosky struck the Shetland pony as a direct and proximate result of the combined careless and negligent actions of the Defendants and a severe collision occurred in the eastbound lane.

7. The collision caused Terry Petrosky to lose control of his vehicle, veering it to the north on its right side, with its final resting spot along a private drive the north side of State Route 2012.

8. As a direct and proximate result of the joint, several and combined negligence of the aforementioned Defendants, the Plaintiff, Terry Alan Petrosky, was caused to suffer and sustain serious and severe injuries herein more fully set forth.

**Count I**  
**Terry Alan Petrosky vs. Matthew Brian Jury,**

**Rebecca Jury and Stanley Jury**

9. Paragraphs one through eight inclusive of this complaint are incorporated herein by reference as if fully set forth herein at length.

10. The above described accident occurred as a direct and proximate result of the negligence, carelessness, and recklessness of the Defendants, Matthew Brian Jury, Rebecca Jury, and Stanley Jury, jointly and severally with all the other defendants, in the following particulars:

- a. in failing to control their Shetland pony;
- b. in failing to properly restrain the Shetland pony;
- c. in permitting the Shetland pony to approach the Plaintiff;
- d. in allowing or permitting their Shetland pony to approach the Plaintiff and come into contact with the Plaintiff, when the Defendant knew or should have known that the Shetland pony would create a dangerous condition;
- e. in failing to warn the Plaintiff that the Shetland pony may travel onto the roadway in which the Plaintiff was driving;
- f. in failing to be diligent in or to supervise the actions of the Shetland pony in a constant and/or safe or proper manner;
- g. in failing to protect the public in general and the Plaintiff in this particular case from the actions of the Shetland pony;
- h. in violating local and state ordinances regarding restraint of animals; and
- i. in failing to properly fence, control or otherwise restrain the Shetland pony, when they knew or should have known that the animal would traverse along a public thoroughfare.

11. Despite the knowledge of the propensity of the Shetland pony to

wander, the Defendants failed to take any and all necessary steps to restrain or fence the Shetland pony or take other security measures to prevent the Shetland pony from coming into contact with the Plaintiff's vehicle.

12. As a direct and proximate result of the aforesaid accident and negligence of the Defendants, the Plaintiff, Terry Alan Petrosky sustained the following injuries:

- a. multiple right comminuted rib fractures;
- b. pneumohemothorax pulmonary contusions; and
- c. multiple contusions and/or lacerations.

13. As a result of the aforesaid injuries, the Plaintiff, Terry Alan Petrosky, has been damaged as follows:

- a. he has suffered and will suffer great pain, inconvenience, embarrassment, mental anguish, and loss of enjoyment of life's pleasures;
- b. his general health, strength, and vitality have been impaired;
- c. he has been and will be required to expend large sums of money for medical attention, hospitalizations, medical supplies, surgical appliances, medicines, and services of nurses;
- d. his earning power has been reduced and/or permanently impaired; and
- e. his general health, strength and vitality have been impaired.

WHEREFORE, Plaintiff, Terry Alan Petrosky, claims damages against the Defendants for a sum in excess of the jurisdictional limits of arbitration in the Court of Common Pleas in Clearfield County.

**Count II**  
**Sheila Petrosky vs. Matthew Brian Jury,**  
**Rebecca Jury and Stanley Jury**

14. Paragraphs one through thirteen inclusive of this complaint are incorporated herein by reference as if fully set forth herein at length.

15. From the time of the accident to the present, the Plaintiffs were residing together as husband and wife.


16. As a direct and proximate result of the disabling injuries to the Husband-Plaintiff, Terry Alan Petrosky, the Wife-Plaintiff, Sheila Petrosky, has been deprived of the services, society and consortium of her husband.

WHEREFORE, the Plaintiff, Sheila Petrosky, demands damages of the Defendants in excess of the applicable arbitration limits.

JURY TRIAL DEMANDED.

Respectfully submitted:


EDGAR SNYDER & ASSOCIATES, LLC

  
\_\_\_\_\_  
Geoffrey S. Casher, Esquire  
100 West High Street  
Ebensburg PA 15931



**VERIFICATION**

We, TERRY ALAN PETROSKY and SHEILA PETROSKY, Plaintiffs herein, hereby verify that the averments of fact contained in the foregoing COMPLAINT IN A CIVIL ACTION are true and correct and based upon our personal knowledge, information or belief. We understand that these averments of fact are made subject to the penalties of 18 Purdons Consolidated Statutes Section 4904, relating to unsworn falsification to authorities.

  
TERRY ALAN PETROSKY

  
SHEILA PETROSKY

Date:

4 22 01

FILED

JUN 14 2001  
William A. Shaw  
Prothonotary

Cash  
pd \$80.00

3cc Shewitt

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

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs

VS.

NO. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY  
JURY,

Defendants

ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter my appearance on behalf of the Defendants, MATTHEW  
BRIAN JURY; REBECCA JURY and STANLEY JURY, in the above captioned matter.

  
R. Denning Gearhart, Esquire

Date: July 3, 2001

**FILED**

JUL 03 2001

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11116

PETROSKY, TERRY ALAN & SHEILA

01-924-CD

VS.

JURY, MATTHEW BRIAN, REBECCA & STANLEY

COMPLAINT

**SHERIFF RETURNS**

---

NOW JUNE 21, 2001 AT 2:32 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON REBECCA JURY, DEFENDANT AT RESIDENCE, RD1 BOX 677C, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO REBECCA JURY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING.

NOW JUNE 21, 2001 AT 2:32 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MATTHEW BRIAN JURY, DEFENDANT AT RESIDENCE, RD#1 BOX 677C, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO REBECCA JURY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING.

NOW JULY 13, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO STANLEY JURY, DEFENDANT. DEFENDANT RESIDES AT GRAHAM STATION, CENTRE COUNTY, PA.

**FILED**  
01/3/51/01  
JUL 13 2001  
William A. Shaw  
Prothonotary

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Return Costs

Cost	Description
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51.80	SHFF. HAWKINS PAID BY: ATTY.
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30.00	SURCHARGE PAID BY: ATTY.
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**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11116

PETROSKY, TERRY ALAN & SHEILA

01-924-CD

VS.

JURY, MATTHEW BRIAN, REBECCA & STANLEY

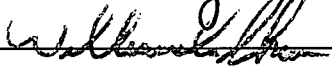
COMPLAINT

**SHERIFF RETURNS**

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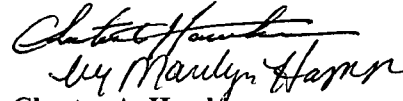
Sworn to Before Me This

13<sup>th</sup> Day Of July 2001



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01-924-CD

Plaintiffs

COMPLAINT IN A CIVIL ACTION

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address: gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

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

JUN 14 2001

Attest.

  
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA .

TERRY ALAN PETROSKY and     No.  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
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Defendants

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 claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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vs.

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JURY,

Defendants

**COMPLAINT IN A CIVIL ACTION**

AND NOW, come the Plaintiffs, TERRY ALAN PETROSKY and SHEILA PETROSKY, by their attorneys, EDGAR SNYDER & ASSOCIATES, LLC and GEOFFREY S. CASHER, ESQUIRE, to make complaint against the Defendants, MATTHEW BRIAN JURY, REBECCA JURY, and STANLEY JURY, upon cause whereof the following is a statement:

1. The Plaintiffs, Terry Alan Petrosky and Sheila Petrosky, are an adult, married couple and reside at R. D. #1, Box 622A, Osceola Mills, Clearfield County, Pennsylvania 16666.

2. The Defendants, Matthew Brian Jury, Rebecca Marie Jury, and



Stanley Jury are adult individuals and reside at R. D. #1, Box 677C, Osceola Mills, Pennsylvania 16666.

3. At all times relevant hereto, the Defendants were the owners of a Shetland pony.

4. On or about July 15, 2000 the Plaintiff, Terry Alan Petrosky, was driving his 1982 Harley Davidson motorcycle, lawfully, carefully, and properly, east along State Route 2012 in Decatur Township, Clearfield County, Pennsylvania.

5. On or about July 15, 2000 at approximately 11:00 p.m. a Shetland pony, owned by Matthew Brian Jury, Rebecca Jury, and Stanley Jury entered upon the roadway from the north side of the roadway, standing in the eastbound lane.

6. At about that same time and date, Terry Petrosky struck the Shetland pony as a direct and proximate result of the combined careless and negligent actions of the Defendants and a severe collision occurred in the eastbound lane.

7. The collision caused Terry Petrosky to lose control of his vehicle, veering it to the north on its right side, with its final resting spot along a private drive the north side of State Route 2012.

8. As a direct and proximate result of the joint, several and combined negligence of the aforementioned Defendants, the Plaintiff, Terry Alan Petrosky, was caused to suffer and sustain serious and severe injuries herein more fully set forth.

**Count I**  
**Terry Alan Petrosky vs. Matthew Brian Jury,**

**Rebecca Jury and Stanley Jury**

9. Paragraphs one through eight inclusive of this complaint are incorporated herein by reference as if fully set forth herein at length.

10. The above described accident occurred as a direct and proximate result of the negligence, carelessness, and recklessness of the Defendants, Matthew Brian Jury, Rebecca Jury, and Stanley Jury, jointly and severally with all the other defendants, in the following particulars:

- a. in failing to control their Shetland pony;
- b. in failing to properly restrain the Shetland pony;
- c. in permitting the Shetland pony to approach the Plaintiff;
- d. in allowing or permitting their Shetland pony to approach the Plaintiff and come into contact with the Plaintiff, when the Defendant knew or should have known that the Shetland pony would create a dangerous condition;
- e. in failing to warn the Plaintiff that the Shetland pony may travel onto the roadway in which the Plaintiff was driving;
- f. in failing to be diligent in or to supervise the actions of the Shetland pony in a constant and/or safe or proper manner;
- g. in failing to protect the public in general and the Plaintiff in this particular case from the actions of the Shetland pony;
- h. in violating local and state ordinances regarding restraint of animals; and
- i. in failing to properly fence, control or otherwise restrain the Shetland pony, when they knew or should have known that the animal would traverse along a public thoroughfare.

11. Despite the knowledge of the propensity of the Shetland pony to

wander, the Defendants failed to take any and all necessary steps to restrain or fence the Shetland pony or take other security measures to prevent the Shetland pony from coming into contact with the Plaintiff's vehicle.

12. As a direct and proximate result of the aforesaid accident and negligence of the Defendants, the Plaintiff, Terry Alan Petrosky sustained the following injuries:

- a. multiple right comminuted rib fractures;
- b. pneumohemothorax pulmonary contusions; and
- c. multiple contusions and/or lacerations.

13. As a result of the aforesaid injuries, the Plaintiff, Terry Alan Petrosky, has been damaged as follows:

- a. he has suffered and will suffer great pain, inconvenience, embarrassment, mental anguish, and loss of enjoyment of life's pleasures;
- b. his general health, strength, and vitality have been impaired;
- c. he has been and will be required to expend large sums of money for medical attention, hospitalizations, medical supplies, surgical appliances, medicines, and services of nurses;
- d. his earning power has been reduced and/or permanently impaired; and
- e. his general health, strength and vitality have been impaired.

WHEREFORE, Plaintiff, Terry Alan Petrosky, claims damages against the Defendants for a sum in excess of the jurisdictional limits of arbitration in the Court of Common Pleas in Clearfield County.

**Count II**  
**Sheila Petrosky vs. Matthew Brian Jury,**  
**Rebecca Jury and Stanley Jury**

14. Paragraphs one through thirteen inclusive of this complaint are incorporated herein by reference as if fully set forth herein at length.

15. From the time of the accident to the present, the Plaintiffs were residing together as husband and wife.

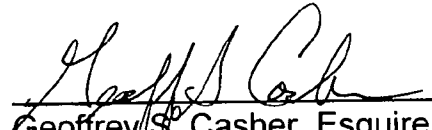
16. As a direct and proximate result of the disabling injuries to the Husband-Plaintiff, Terry Alan Petrosky, the Wife-Plaintiff, Sheila Petrosky, has been deprived of the services, society and consortium of her husband.

WHEREFORE, the Plaintiff, Sheila Petrosky, demands damages of the Defendants in excess of the applicable arbitration limits.

JURY TRIAL DEMANDED.


Respectfully submitted:

EDGAR SNYDER & ASSOCIATES, LLC

  
\_\_\_\_\_  
Geoffrey S. Casher, Esquire  
100 West High Street  
Ebensburg PA 15931

**VERIFICATION**

We, TERRY ALAN PETROSKY and SHEILA PETROSKY, Plaintiffs herein, hereby verify that the averments of fact contained in the foregoing COMPLAINT IN A CIVIL ACTION are true and correct and based upon our personal knowledge, information or belief. We understand that these averments of fact are made subject to the penalties of 18 Purdons Consolidated Statutes Section 4904, relating to unsworn falsification to authorities.

  
TERRY ALAN PETROSKY

  
SHEILA PETROSKY

Date:

4 22 01

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

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,  
Plaintiffs

VS.

NO. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,  
Defendants

CASE NUMBER: 01-924-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: ANSWER TO COMPLAINT

FILED ON BEHALF OF: Defendants

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

AUG 30 2001

W. Cam A. Shaw  
Prothonotary

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

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

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VS.

NO. 01-924-CD

MATTHEW BRIAN JURY,  
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Defendants

**NOTICE TO DEFEND**

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Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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TERRY ALAN PETROSKY and  
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Plaintiffs

VS.

NO. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,

Defendants

**ANSWER TO COMPLAINT**  
**and NEW MATTER**

AND NOW, comes MATTHEW BRIAN JURY, REBECCA JURY and STANLEY JURY, by and through their attorney, R. DENNING GEARHART, who answers Plaintiffs Complaint and avers as follows:

1. Admitted.
2. Admitted as to Matthew Brian Jury and Rebecca Jury. Denied as to Stanley Jury who resides at R.R. #3, Box 91, Philipsburg, PA 16866.
3. Admitted.
4. Denied. The allegation contained in this paragraph are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).
5. Denied. The allegation contained in this paragraph are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).
6. Denied. The allegation contained in this paragraph are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).
7. Denied. The allegation contained in this paragraph are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).



8. Denied. The allegation contained in this paragraph are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

**COUNT I**

**Terry Alan Petrosky v. Matthew Brian Jury.**  
**Rebecca Jury and Stanley Jury**

9. No answer required.

10. Denied. The allegation contained in this paragraph are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e). By way of further response, it is specifically denied that this Defendant was in any way negligent, reckless, or careless. To the contrary, at all times material hereto, these answering Defendants acted reasonably and prudently, and with due care.

11. Denied. The allegation contained in this paragraph are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e). By way of further response, it is specifically denied that this Defendant was in any way negligent, reckless, or careless. To the contrary, at all times material hereto, these answering Defendants acted reasonably and prudently, and with due care.

12. Denied. After reasonable investigation, these matters are without knowledge and information sufficient to form a belief as to the averments contained in this paragraph.

13. Denied. After reasonable investigation, these matters are without knowledge and information sufficient to form a belief as to the averments contained in this paragraph.

14. No answer required.

15. That these matters are without knowledge and information sufficient to form a belief as to the averments contained in this paragraph.

16. Denied. After reasonable investigation, these matters are without knowledge and information sufficient to form a belief as to the averments contained in this paragraph.

#### **DEFENDANTS' NEW MATTER**

1. All negligence causes of action and/or claims asserted against answering Defendants are limited, governed, barred and/or restricted by the terms of the Pennsylvania Comparative Negligence Act, 42 Pa.C.S.A. Section 7102, the relevant terms of which are incorporated by reference herein.

2. All causes of action and/or claims as set forth in all Civil Action(s)/Complaint(s) are limited, governed, barred, and/or restricted by the terms of the Pennsylvania Motor Vehicle Financial Responsibility Law of 1984, 75 Pa.C.S.A. 1701, et seq., as amended by Act 6 of 1990, the relevant provisions of which are incorporated by reference herein as though the same were fully set forth at length.

3. All causes of action and/or claims as set forth in all Civil Actions/Complaints are limited, governed, barred and/or restricted by the terms of the Pennsylvania Motor Vehicle Financial Responsibility Law of 1984, 75 Pa.C.S.A. 1701, et seq., as amended by Act 6 of 1990, the relevant provisions of which are incorporated by reference herein as though the same were fully set forth at length, including but not limited to the "limited tort" provisions of Section 1705, and in accordance with the "tort

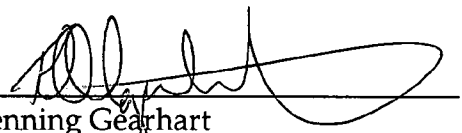
option" chosen and/or elected in the policy of insurance purportedly providing coverage for the accident in question.

4. The Civil Actions/Complaints of the Plaintiff(s) fail to set forth a cause of action upon which relief can be granted.

5. Answering Defendants reserve the right to assert at the time of trial any and all affirmative defenses revealed through discovery.

**WHEREFORE**, Defendants pray of this Honorable Court judgment in their favor against Plaintiffs.

Respectfully submitted,

  
\_\_\_\_\_  
R. Denning Gearhart  
Attorney for Defendants


COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

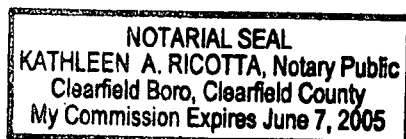
**AFFIDAVIT**

Before me, the undersigned officer, personally appeared, MATTHEW BRIAN JURY who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information, and belief.

  
MATTHEW BRIAN JURY

Sworn to and subscribed  
before me this 20 day  
of August, 2001.

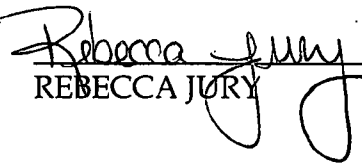
  
Notary Public




COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

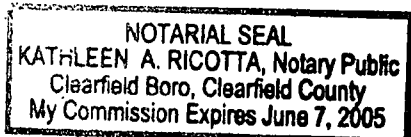
**AFFIDAVIT**

Before me, the undersigned officer, personally appeared, REBECCA JURY who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer are true and correct to the best of her knowledge, information, and belief.

  
REBECCA JURY

Sworn to and subscribed  
before me this 20 day  
of August, 2001.

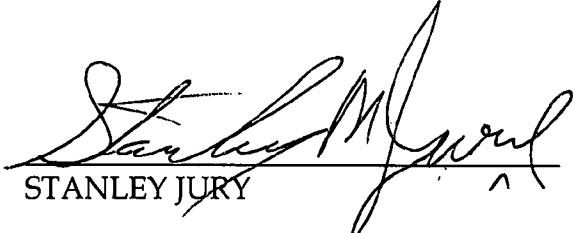
  
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

**AFFIDAVIT**

Before me, the undersigned officer, personally appeared, STANLEY JURY  
who being duly sworn according to law deposes and says that the facts set forth in the  
foregoing Answer are true and correct to the best of his knowledge, information, and  
belief.

  
STANLEY JURY

Sworn to and subscribed  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
NO. 01-924-CD

TERRY ALAN PETROSKY, et ux,  
Plaintiffs  
VS.

MATTHEW BRIAN JURY, et al,  
Defendants

ANSWER TO COMPLAINT

FILED

3cc

01/10/55  
AUG 30 2001

William A. Shaw  
Prothonotary

Atty Gearhart

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

Lap over margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No. 01-924-CD  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**NOTICE OF SERVICE OF INTERROGATORIES  
AND REQUEST FOR PRODUCTION DIRECTED TO DEFENDANT[S]**

I hereby certify that on this 30<sup>th</sup> day of August, 2001, the original Interrogatories Directed To Defendant[s], the original Request For Production, and one (1) copy of the Notice of Service of Interrogatories and Request For Production were mailed by First Class Mail, postage prepaid, to counsel for Defendant[s] at the following address:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield PA 16830

EDGAR SNYDER & ASSOCIATES, LLC

By

  
Geoffrey S. Casher  
Attorney for Plaintiffs

**FILED**

AUG 31 2001

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No. 01 - 924 - CD  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**REPLY TO NEW MATTER**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address: gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

NOV 05 2001

m1154/noc

William A. Shaw  
Prothonotary

*[Signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No. 01 - 924 - CD  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants.

**REPLY TO NEW MATTER**

AND NOW, come the Plaintiffs, TERRY ALAN PETROSKY and SHEILA PETROSKY, by and through their attorneys, EDGAR SNYDER & ASSOCIATES, LLC and GEOFFREY S. CASHER, ESQUIRE, and file the following Reply to Defendants' New Matter:

1. Denied. It is denied that the Plaintiff, TERRY ALAN PETROSKY, was in any way negligent or that the Pennsylvania Comparative Negligence Act, 42 Pa. C.S.A. §7102, is applicable to any actions of the Plaintiff. Further, this is a conclusion of law and is accordingly denied.

2. Denied. It is denied that the Plaintiff's cause of action or claims are in any way limited, governed, barred, or restricted by the terms of the Pennsylvania Motor Vehicle Financial Responsibility Law of 1984 and as further amended. This is a

conclusion of law to which no response is required and, therefore, it is denied.

3. Denied. It is denied that any of the limitations or governing sections are barred or restricted by the action or complaints of the Plaintiff. This is a conclusion of law to which no response is required, and therefore, all allegations are denied. It is further asserted that the Plaintiff has full tort and is entitled to recover any economic and any non-economic damages as provided for under Pennsylvania Motor Vehicle Responsibility Law and other laws applicable in the Commonwealth of Pennsylvania.

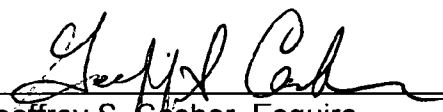
4. Denied. This is a conclusion of law to which no response is required and it is therefore denied. By way of further answer, the Plaintiff incorporates the Complaint as if set forth at length and avers that it set forth an adequate and requisite action upon which relief can be granted.

5. Denied. This is a conclusion of law and it is denied that the Defendants have any right to other affirmative defenses in this case. All allegations are denied.

WHEREFORE, Plaintiffs pray your Honorable Court to grant judgment in favor of the Plaintiffs against the Defendants herein.

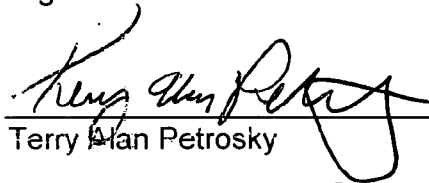
Respectfully submitted:

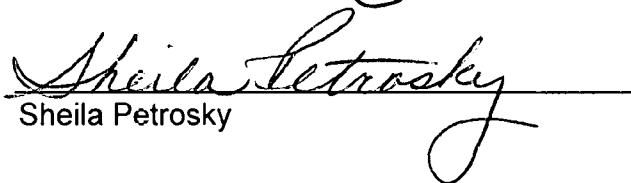
EDGAR SNYDER & ASSOCIATES, LLC

  
\_\_\_\_\_  
Geoffrey S. Casher, Esquire

**VERIFICATION**

We, TERRY ALAN PETROSKY and SHEILA PETROSKY, Plaintiffs herein, hereby verify that the averments of fact contained in the foregoing Reply to New Matter are true and correct and based upon our personal knowledge, information or belief. We understand that these averments of fact are made subject to the penalties of 18 Purdon's Consolidated Statutes Section 4904, relating to unsworn falsification to authorities.

  
Terry Alan Petrosky

  
Sheila Petrosky

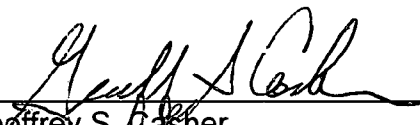
Date:

10-31-01

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Reply to New Matter was served on all Counsel listed below, by First Class Mail, postage prepaid, on this 2nd day of November, 2001:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield PA 16830

  
\_\_\_\_\_  
Geoffrey S. Casher  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

No. 01 - 924 - CD

**NOTICE OF DEPOSITION**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address:  
gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

FEB 07 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY, and  
SHEILA PETROSKY,

No. 01 - 924 - CD

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**NOTICE OF DEPOSITION**

To: R. Denning Gearhart, Esquire

PLEASE TAKE NOTICE that the Plaintiffs, TERRY PETROSKY and SHEILA PETROSKY, by their Attorneys, EDGAR SNYDER & ASSOCIATES, LLC, will take the deposition of MATTHEW BRIAN JURY, pursuant to Rule 4007, et seq., of the Pennsylvania Rules of Civil Procedure, as amended, before a court reporter duly authorized to administer oaths, on February 14, 2002, at 11:00 a.m., at the offices of Sargent's Court Reporting Service, 106 North Second Street, Clearfield, Pennsylvania 16830, at which time and place you are invited to appear and take such part as shall be fitting and proper.

The deposition shall be taken before a Notary Public employed by Sargent's Court Reporting Service.

EDGAR SNYDER & ASSOCIATES, LLC

By




Geoffrey S. Casher  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above **NOTICE OF DEPOSITION** was served on all Counsel of Record by First Class Mail, postage prepaid, on this 6th day of February, 2002.

EDGAR SNYDER & ASSOCIATES, LLC

By  \_\_\_\_\_  
Geoffrey S. Casher  
Attorney for Plaintiffs



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

No. 01 - 924 - CD

**NOTICE OF DEPOSITION**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address:  
gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

FEB 0 / 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01 - 924 - CD

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**NOTICE OF DEPOSITION**

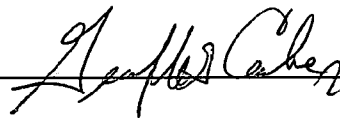
To: R. Denning Gearhart, Esquire

PLEASE TAKE NOTICE that the Plaintiffs, TERRY PETROSKY and SHEILA PETROSKY, by their Attorneys, EDGAR SNYDER & ASSOCIATES, LLC, will take the deposition of REBECCA JURY, pursuant to Rule 4007, et seq., of the Pennsylvania Rules of Civil Procedure, as amended, before a court reporter duly authorized to administer oaths, on February 14, 2002, at 10:00 a.m., at the offices of Sargent's Court Reporting Service, 106 North Second Street, Clearfield, Pennsylvania 16830, at which time and place you are invited to appear and take such part as shall be fitting and proper.

The deposition shall be taken before a Notary Public employed by Sargent's Court Reporting Service.

EDGAR SNYDER & ASSOCIATES, LLC

By

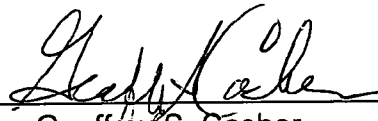


Geoffrey S. Casher  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above **NOTICE OF DEPOSITION** was served on all Counsel of Record by First Class Mail, postage prepaid, on this 6th day of February, 2002.

EDGAR SNYDER & ASSOCIATES, LLC

By   
Geoffrey S. Casher  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

No. 01 - 924 - CD

**NOTICE OF DEPOSITION**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address:  
gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

FEB 07 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01 - 924 - CD

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**NOTICE OF DEPOSITION**

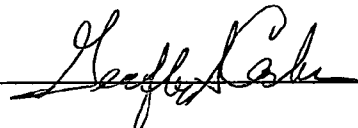
To: R. Denning Gearhart, Esquire

PLEASE TAKE NOTICE that the Plaintiffs, TERRY PETROSKY and SHEILA PETROSKY, by their Attorneys, EDGAR SNYDER & ASSOCIATES, LLC, will take the deposition of STANLEY JURY, pursuant to Rule 4007, et seq., of the Pennsylvania Rules of Civil Procedure, as amended, before a court reporter duly authorized to administer oaths, on February 14, 2002, at 12:00 p.m., at the offices of Sargent's Court Reporting Service, 106 North Second Street, Clearfield, Pennsylvania 16830, at which time and place you are invited to appear and take such part as shall be fitting and proper.

The deposition shall be taken before a Notary Public employed by Sargent's Court Reporting Service.

EDGAR SNYDER & ASSOCIATES, LLC

By



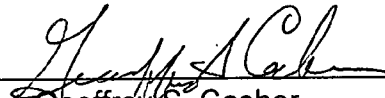
Geoffrey S. Casher  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above **NOTICE OF DEPOSITION** was served on all Counsel of Record by First Class Mail, postage prepaid, on this 6th day of February, 2002.

EDGAR SNYDER & ASSOCIATES, LLC

By

  
Geoffrey S. Casher  
Attorney for Plaintiffs

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

TERRY ALAN PETROSKY  
and SHEILA PETROSKY,  
Plaintiffs

VS.

NO. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,  
Defendants

**FILED**

FEB 08 2002

William A. Shaw  
Prothonotary

CASE NUMBER: 01-924-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: Notice of Taking Deposition on Oral  
Examination under Rule 4007.1

FILED ON BEHALF OF: Defendants

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. No. 26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

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

TERRY ALAN PETROSKY  
and SHEILA PETROSKY,  
Plaintiffs

VS.

NO. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,  
Defendants

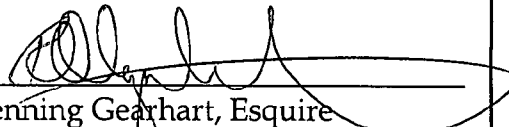
**CERTIFICATE OF SERVICE**

I certify under penalty of perjury that I am, and at all times hereinafter mentioned was, more than 18 years of age and that on the 6th day of February, 2002, I served a copy of the within Notice of Taking Depositions on Oral Examination under Rule 4007.1 filed in this proceeding, by First Class Mail, postage prepaid on the following:

Geoffrey S. Casher, Esquire  
EDGAR SNYDER & ASSOCIATES  
100 West High Street  
Ebensburg, PA 15931

Sargent's Court Reporting  
106 N. Second Street  
Clearfield, PA 16830

Executed on February 6, 2002

  
R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830  
(814) 765-1581



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No. 01 - 924 - CD  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**NOTICE OF SERVICE OF  
REQUEST FOR PRODUCTION**

I hereby certify that on this 20th day of February, 2002, the original Request For Production was mailed by First Class Mail, postage prepaid, to counsel for Defendant at the following address:

R. Denning Gearhart, Esquire  
215 Locust Street  
Clearfield PA 16830

EDGAR SNYDER & ASSOCIATES, LLC

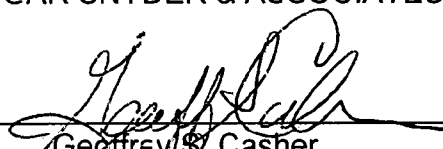
**FILED**

FEB 21 2002

m/lll3l hcc

William A. Shaw  
Prothonotary

By

  
Geoffrey S. Casher  
Attorney for Plaintiffs

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

TERRY ALAN PETROSKY and	:	
SHEILA PETROSKY,	:	
Plaintiffs	:	
VS.	:	NO. 01-924-CD
	:	
MATTHEW BRIAN JURY, REBECCA	:	
JURY and STANLEY JURY,	:	
Defendants	:	

CASE NUMBER: 01-924-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: **DEFENDANT, MATTHEW BRIAN JURY'S, ANSWERS  
TO REQUEST FOR PRODUCTION OF DOCUMENTS**

FILED ON BEHALF OF: Defendants

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

MAR 26 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No. 01-924-CD  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS**  
**DIRECTED TO DEFENDANT, MATTHEW BRIAN JURY**

TO: R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield PA 16830

AND NOW come[s] the Plaintiffs, TERRY PETROSKY and SHEILA PETROSKY by their Attorneys, EDGAR SNYDER & ASSOCIATES, LLC, and request[s] that the within named Defendant[s], MATTHEW BRIAN JURY, produce the following described documents and materials for inspection and copying at the offices of the Plaintiff['s/s'] attorney, in accordance with the provisions of the Pennsylvania Rules of Civil Procedure, as they relate to permissible pre-trial discovery, and such materials that relate to the within-captioned cause of action upon which the Plaintiff[s] base[s] [his/her/their] claim against the Defendant[s]. This request is deemed to be continuing in nature and will require updating as additional documents and materials come into the possession of the Defendant[s], the Defendant['s/s'] attorney, or the agents for the Defendant[s]. Please include the following for each Document Production Request:

- a. A description of each document produced;
- b. A complete description of each document covered by the request that is not provided or produced;
- c. The reasons why each non-produced document was not provided or produced;
- d. An affidavit from Defendant[s] that the documents produced and the documents withheld constitute every document described in the document request that is within the possession, custody or control of the responding party.

1. Each and every written or recorded statement taken from any party, witness or other persons relative to any claim, defense, issue or part of the instant case, including any and all reports, memoranda, letters, notes or summaries of any oral statement, and/or stenographic, mechanical, electrical or other recording or transcript of such oral statement.

SEE ATTACHED

2. Any investigative report, including surveillance, concerning the Plaintiff[s], the Defendant[s], any witness or prospective witness, or any claim, defense, issue or part of the instant case.

SEE ATTACHED POLICE REPORT

3. Any plans, drawings, maps, charts, sketches, photographs, diagrams, films, videotapes, recordings, or the like, relating to any claim, defense, issue or part of the instant case.

SEE ATTACHED

4. Any written report or memorandum of any oral report of the incident, facts or circumstances of the accident or any claim, defense, issue or part of the instant case.

SEE ATTACHED POLICE REPORT

5. Any written note, report or memorandum of the accident or report of accident by Defendant[s] or any other person to Plaintiff['s/s'] insurance carrier or the carrier's representative.

SEE ATTACHED

6. Any written report, note or memorandum of any inspection of the area at or around the incident scene, made for any purpose whatsoever, in the possession of Defendant[s], their agents, adjusters, counsel or representative.

SEE ATTACHED

7. Any report prepared by any expert made for the purpose of prosecuting this pending claim or action, or made in the process of investigation of this case or claim whether or not such expert is anticipated to be a witness at the trial of this matter.

NONE

8. Pursuant to Pennsylvania Rule of Civil Procedure 4003.2, a copy of any insurance agreement which may be used to satisfy part or all of the judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. Included in this information shall be the total amount of insurance coverage and a true and correct copy of the Defendant[s] declaration page for the date of the accident in question which this Defendant[s] contends was in force.

SEE ATTACHED

9. All letters, reports, records, and correspondence obtained by Defendant[s], or its attorneys or representatives thereof concerning the nature and extent of Plaintiff['s/s'] injuries, medical causation, diagnosis and/or prognosis.

SEE ATTACHED

10. Kindly attach hereto a true and complete copy of each and every document contained in any claims file, underwriting file, liability file, or any other document, item or thing more fully described in Pa. R.C.P. 4009 in the aforesaid files which are in the possession, custody or control of the defendant[s] or their representative, including his attorney, consultant, surety, indemnitor, insurer or agent.

SEE ATTACHED

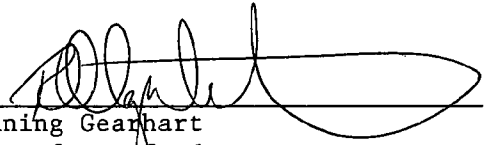
11. Kindly attach hereto the result and all documents related to any request made by you or any representative, attorney or insurance carrier to the Cleveland Index Bureau or other indexing system to any person who is either a party or witness in this case.



12. Any written request, report, note, or memorandum of or concerning any surveillance, observation, or investigation of Plaintiff[s], as well as a true and correct copy of each videotape, video disc, film, photograph, slide, recording, and any other visual or audio memorialization of or regarding Plaintiff[s] or any surveillance, observation, or investigation of Plaintiff[s].

SEE ATTACHED

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'R. Denning Gearhart', is written over a horizontal line. The signature is stylized with large, looping letters.

R. Denning Gearhart  
Attorney for Defendants

Date: March 26, 2002

# CLEARFIELD VETERINARY HOSPITAL

RR #1 Box 260  
Woodland, PA 16881  
(814) 857-1789

560817

Customer's Order No.		Department		Date 10/24/01	
Name Brian Jung					
Address					
City, State, Zip					
Sold By	Cash X	C.O.D.	Charge	On Acct.	Mdse. Retd. Paid Out

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	farm call		16.00
2			
3	Vax-Shield		
4	4-1/2		12.50
5			
6	Vax-Spout		
7	FURCUTL		10.00
8			38.50
9			
10			
11	paid		
12			
13			
14			
15			
16			
17			
18			
19			

Received by

Adams DC5808

Keep this Slip for Reference

991631

**CLEARFIELD VETERINARY HOSPITAL**  
 RR #1 Box 260  
 Woodland, PA 16881

CUSTOMER'S ORDER NO. (814) 857-1280		DEPARTMENT		DATE 8/9/00	
NAME Brian J. J.					
ADDRESS RD #1 Box 677-C					
CITY, STATE, ZIP Morgan Run, PA 16666					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
		X			
MOSE RETD		PAID OUT			
QUANTITY	DESCRIPTION	PRICE	AMOUNT		
1	farm call		16.00		
2	service time / 5x time		70.00		
3					
4	Shield M-contraction				
5	5 yrs Brown/white (Paint)				
6					
7	4-way (Eastern & Western encephalitis)				
8	flu & tetanus				
9			12.00		
10	rabies		8.00		
11					
12	Antibiotic		10.00		
13	sedation / anesthesia		15.00		
14	halothane		7.00		
15			138.00		
16	Deworm every 2-3 months with				
17	ivermectin 1.87% Ivermectin, Equine				
18	Equine Ivermectin, Protection 1				
19	these will take care of bots				
20					

RECEIVED BY

Adams  
5806

KEEP THIS SLIP FOR REFERENCE

Force exercise 15 min at least  
 twice a day, watch for  
 excessive bleeding

NOT TO SCALE



BARBED WIRE / SPLIT RAIL POSTS  
FENCED IN AREA

INSURED  
DWELLING

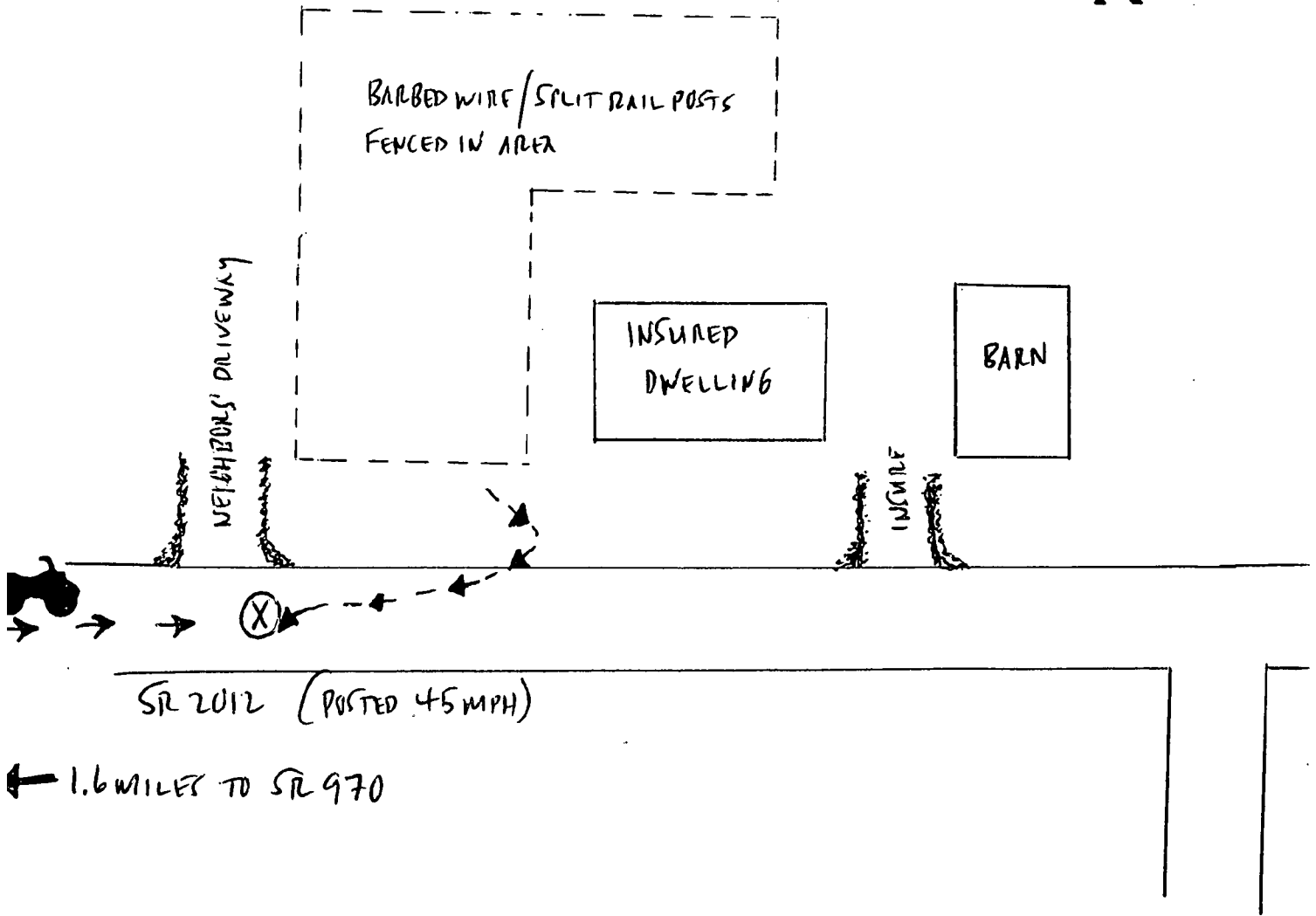
BARN

NEIGHBORS' DRIVEWAY

INSURE

SR 2012 (POSTED 45 MPH)

1.6 MILES TO SR 970



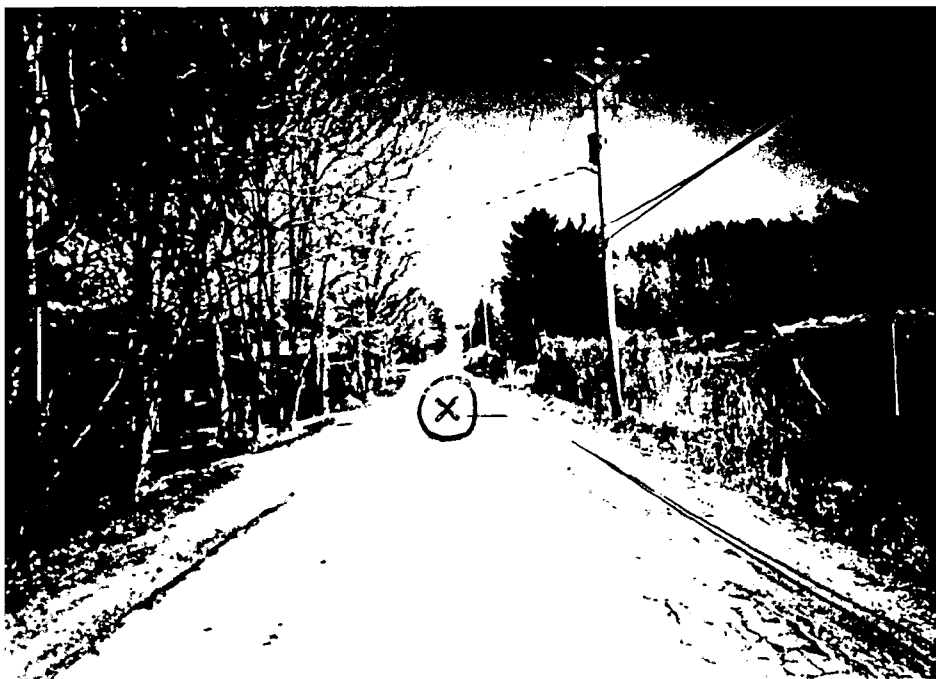


INSURED STANLEY JIMMY  
CLAIMANT: TERRY PETROSKY  
DOL: 07/15/2000

- 1) FACING WEST ON SR 2012  
.1 MILES EAST OF ACCIDENT  
SCENE .05 MILES EAST OF  
INSURED'S DWELLING  
(ACCIDENT SCENE IS 1.6 MILES  
EAST OF INTERSECTION  
OF SR 970 & SR 2012)



- 2) FACING EAST ON SR 2012  
APPROX .4 MILES WEST OF  
ACCIDENT SCENE



- 3) FACING EAST ON SR 2012  
APPROX. 75 FEET WEST OF  
ACCIDENT SCENE (X)



4) INSURED'S SHETLAND  
PENY "SHILOH"

NA



# COMMONWEALTH OF PENNSYLVANIA POLICE ACCIDENT REPORT

27

(XX) REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

POLICE INFORMATION		ACCIDENT LOCATION	
1. INCIDENT NUMBER C03-0641935	20. COUNTY CLEARFIELD	21. MUNICIPALITY DECATUR TWP.	22. ROUTE NO. OR STREET NAME SR 2012
2. AGENCY NAME PA STATE POLICE	23. SPEED LIMIT 45	24. TYPE HIGHWAY 0	25. ACCESS CONTROL 1
3. STATION PRECINCT CLEARFIELD/1330	4. PATROL ZONE 18	26. ROUTE NO. OR STREET NAME	
5. INVESTIGATOR TR. RICHARD L. MAGNUSON	6. BADGE NUMBER 6635	27. SPEED LIMIT	
7. APPROVED BY	8. BADGE NUMBER 4241	28. TYPE HIGHWAY	
7. INVESTIGATION DATE 07/15/00	8. ARRIVAL TIME 2329	29. ACCESS CONTROL	
ACCIDENT INFORMATION		INTERSECTING ROAD:	
9. ACCIDENT DATE 07/15/00	10. DAY OF WEEK SAT	26. ROUTE NO. OR STREET NAME	
11. TIME OF DAY 2300	12. NUMBER OF UNITS 1	27. SPEED LIMIT	
13. # KILLED 0	14. # INJURED 1	28. TYPE HIGHWAY	
15. PRIV. PROP. ACCIDENT Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	16. DID VEHICLE HAVE TO BE REMOVED FROM THE SCENE? UNIT 1 Y <input type="checkbox"/> N <input checked="" type="checkbox"/> UNIT 2 Y <input type="checkbox"/> N <input type="checkbox"/>	29. ACCESS CONTROL	
17. VEHICLE DAMAGE 0 - NONE UNIT 1 <input checked="" type="checkbox"/> 1 - LIGHT 2 - MODERATE 3 - SEVERE UNIT 2 <input type="checkbox"/>	18. HAZARDOUS MATERIALS Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	30. CROSS STREET OR SEGMENT MARKER SR 2007	
19. PENNDOT PROPERTY Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	20. UNIT #1	31. DIRECTION FROM SITE N S (E) W	
31. LEGALLY Y <input type="checkbox"/> N <input checked="" type="checkbox"/> PARKED <input type="checkbox"/> PLATE AA520	32. REG. STATE PA	32. DISTANCE FROM SITE FT. 1/4 MI.	
33. PA TITLE OR OUT-OF-STATE VIN 3416.3005202	34. OWNER TERRY ALAN PETROSKY	33. DISTANCE WAS MEASURED <input type="checkbox"/> ESTIMATED <input checked="" type="checkbox"/>	
35. OWNER ADDRESS RD 1 Box 622A	36. CITY, STATE & ZIP CODE OSCEOLA MILLS, PA 16666	34. CONSTRUCTION ZONE 0	
37. YEAR 1982	38. MAKE HARLEY DAVIDSON	35. TRAFFIC CONTROL DEVICE 0	
39. MODEL - (NOT BODY TYPE) FXWG1340	40. INS. Y <input checked="" type="checkbox"/> N <input type="checkbox"/> UNK <input type="checkbox"/>	36. PRINCIPAL INTERSECTING	
41. BODY TYPE 20	42. SPECIAL USAGE 0	37. STATE	
43. INITIAL IMPACT POINT 12	44. VEHICLE OWNERSHIP 1	38. STATE	
45. VEHICLE STATUS 0	46. TRAVEL SPEED 40	39. PA TITLE OR OUT-OF-STATE VIN	
47. DRIVER PRESENCE 1	48. DRIVER CONDITION 2	40. OWNER	
49. DRIVER NUMBER 17032700	50. STATE PA	41. OWNER ADDRESS	
51. DRIVER NAME TERRY ALAN PETROSKY	52. DRIVER ADDRESS RD 1 Box 622A	42. CITY, STATE & ZIP CODE	
53. CITY, STATE & ZIP CODE OSCEOLA MILLS, PA 16666	54. SEX M	43. YEAR	
55. DATE OF BIRTH 01/03/56	56. PHONE (814) 359-6916	44. MAKE	
57. COMM. VEH. Y <input type="checkbox"/> N <input checked="" type="checkbox"/> CLASS AM	58. DRIVER CLASS AM	45. MODEL - (NOT BODY TYPE)	
59. CARRIER	60. CARRIER ADDRESS	46. BODY TYPE	
61. CITY, STATE & ZIP CODE	62. CITY, STATE & ZIP CODE	47. SPECIAL USAGE	
63. USDOT #	64. ICC #	48. VEHICLE OWNERSHIP	
65. VEH. CONFIG.	66. CARGO BODY TYPE	49. TRAVEL SPEED	
67. GVWR	68. GVWR	50. DRIVER PRESENCE	
69. VEH. CONFIG.	70. CARGO BODY TYPE	51. DRIVER CONDITION	
71. GVWR	72. GVWR	52. STATE	
73. VEH. CONFIG.	74. CARGO BODY TYPE	53. PHONE	
75. GVWR	76. GVWR	54. COMM. VEH. Y <input type="checkbox"/> N <input checked="" type="checkbox"/> CLASS	
77. VEH. CONFIG.	78. CARGO BODY TYPE	55. DRIVER CLASS	
79. GVWR	80. GVWR	56. CARRIER	
81. VEH. CONFIG.	82. CARGO BODY TYPE	57. CARRIER ADDRESS	
83. GVWR	84. GVWR	58. CITY, STATE & ZIP CODE	
85. VEH. CONFIG.	86. CARGO BODY TYPE	59. USDOT #	
87. GVWR	88. GVWR	60. ICC #	
89. VEH. CONFIG.	90. CARGO BODY TYPE	61. PUC #	
91. GVWR	92. GVWR	62. VEH. CONFIG.	
93. VEH. CONFIG.	94. CARGO BODY TYPE	63. CARGO BODY TYPE	
95. GVWR	96. GVWR	64. GVWR	
97. VEH. CONFIG.	98. CARGO BODY TYPE	65. GVWR	
99. GVWR	100. GVWR	66. VEH. CONFIG.	
101. VEH. CONFIG.	102. CARGO BODY TYPE	67. CARGO BODY TYPE	
103. GVWR	104. GVWR	68. GVWR	
105. VEH. CONFIG.	106. CARGO BODY TYPE	69. GVWR	
107. GVWR	108. GVWR	70. VEH. CONFIG.	
109. VEH. CONFIG.	110. CARGO BODY TYPE	71. CARGO BODY TYPE	
111. GVWR	112. GVWR	72. GVWR	
113. VEH. CONFIG.	114. CARGO BODY TYPE	73. GVWR	
115. GVWR	116. GVWR	74. VEH. CONFIG.	
117. VEH. CONFIG.	118. CARGO BODY TYPE	75. CARGO BODY TYPE	
119. GVWR	120. GVWR	76. GVWR	
121. VEH. CONFIG.	122. CARGO BODY TYPE	77. GVWR	
123. GVWR	124. GVWR	78. VEH. CONFIG.	
125. VEH. CONFIG.	126. CARGO BODY TYPE	79. CARGO BODY TYPE	
127. GVWR	128. GVWR	80. GVWR	
129. VEH. CONFIG.	130. CARGO BODY TYPE	81. GVWR	
131. GVWR	132. GVWR	82. VEH. CONFIG.	
133. VEH. CONFIG.	134. CARGO BODY TYPE	83. CARGO BODY TYPE	
135. GVWR	136. GVWR	84. GVWR	
137. VEH. CONFIG.	138. CARGO BODY TYPE	85. GVWR	
139. GVWR	140. GVWR	86. VEH. CONFIG.	
141. VEH. CONFIG.	142. CARGO BODY TYPE	87. CARGO BODY TYPE	
143. GVWR	144. GVWR	88. GVWR	
145. VEH. CONFIG.	146. CARGO BODY TYPE	89. GVWR	
147. GVWR	148. GVWR	90. VEH. CONFIG.	
149. VEH. CONFIG.	150. CARGO BODY TYPE	91. CARGO BODY TYPE	
151. GVWR	152. GVWR	92. GVWR	
153. VEH. CONFIG.	154. CARGO BODY TYPE	93. GVWR	
155. GVWR	156. GVWR	94. VEH. CONFIG.	
157. VEH. CONFIG.	158. CARGO BODY TYPE	95. CARGO BODY TYPE	
159. GVWR	160. GVWR	96. GVWR	
161. VEH. CONFIG.	162. CARGO BODY TYPE	97. GVWR	
163. GVWR	164. GVWR	98. VEH. CONFIG.	
165. VEH. CONFIG.	166. CARGO BODY TYPE	99. CARGO BODY TYPE	
167. GVWR	168. GVWR	100. GVWR	





NA


 COMMONWEALTH OF PENNSYLVANIA  
 PAR CONTINUATION SHEET

(XX) REFER TO OVERLAY SHEETS

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PENNDOT USE ONLY

INCIDENT NUMBER	03-0641935	ACCIDENT DATE	07/15/00	COUNTY CODE	17	MUNICIPAL CODE	212
(60) PEOPLE INFORMATION - USE OVERLAY #2 SHEET FOR CODES							
A	B	C	D	E	F	G	NAME
				ADDRESS		H I J K L M	

87. NARRATIVE

RIGHT SIDE BEFORE COMING TO FINAL REST IN A PRIVATE DRIVE ALONG THE NORTHSIDE OF SR 2012.

PHYSICAL EVIDENCE OBSERVED AT THE SCENE CONSISTED OF APPROX 75 FEET OF GAUGE MARKS IN THE ROADWAY AND HORSE HAIR ON THE FRONT FORKS OF UNIT #1.

I INTERVIEWED OPER#1 ON 07/16/00 AT 0020 HRS. AT THE CLEARFIELD HOSPITAL. OPER#1 RELATED THAT HE WAS TRAVELING DOWN THE ROAD WHEN HE NOTICED A HORSE STANDING IN THE MIDDLE OF THE ROADWAY AND THERE WAS NOTHING HE COULD DO.

I INTERVIEWED REBECCA MARIE JURY, W/F-24, RD1 BOX 677C OSCEOLA MILLS, PA 16666, PA#(814) 339-7619, ON 7/15/00 AT 2345 HRS. JURY RELATED THAT SHE HAD GOT THE HORSE OUT WHEN IT GOT AWAY FROM HER. SHE RELATED THAT IT WENT UP TOWARDS THE ROAD AND WAS HIT BY THE MOTORCYCLE.

INTERVIEW OF OPER#1 REVEALED THAT OPER#1 HAD A SLIGHT ODOR OF AN INTOXICATING BEVERAGE ON HIS

(MORE)

88. DESCRIBE VIOLATIONS				89. SECTION NUMBERS (ONLY IF CHARGED)				TC	NTC
UNIT 1									
UNIT 2									
91. PROBABLE USE	92. TYPE TEST	93. RESULTS	91. PROBABLE USE	92. TYPE TEST	93. RESULTS	94. INVESTIGATION COMPLETE ?			
UNIT 1		0. %	UNIT 2		0. %	YES	NO		

COMMONWEALTH OF PENNSYLVANIA  
PAR CONTINUATION SHEET

NA



PENNDOT USE ONLY

(XX) REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐INCIDENT  
NUMBER

C03-0641935

ACCIDENT  
DATE

07/15/00

COUNTY  
CODE

17

MUNICIPAL  
CODE

212

(80) PEOPLE INFORMATION - USE OVERLAY #2 SHEET FOR CODES

ADDRESS

H I J K L M

A B C D E F G NAME

87. NARRATIVE

BREATH. I CONDUCTED THE H.G.N. TEST ON OPER #1  
WHICH HE PASSED.ASSISTED AT THE SCENE BY TPR. WILLIAM MOSTYN,  
PSP CLEARFIELD

SP7-0015 MAILED TO ALL INVOLVED PARTIES.

89. DESCRIBE VIOLATIONS

90. SECTION NUMBERS (ONLY IF CHARGED)

TC

UNIT 1

UNIT 2

91. PROBABLE  
USE(92.) TYPE  
TEST

(93.) RESULTS

☐ NO TEST  
☐ REFUSE  
☐ UNK91. PROBABLE  
USE(92.) TYPE  
TEST

(93.) RESULTS

0. %

☐ NO TEST  
☐ REFUSE  
☐ UNK94. INVESTIGA  
COMPLET  
YES ☒ NO

PENNSYLVANIA STATE POLICE  
PUBLIC INFORMATION RELEASE REPORT

1. STATION

CLEARFIELD

2. INCIDENT NO.

CO3-0641935

3. INVESTIGATING OFFICER

TPR R. L. MAGNUSON

5. DATE/TIME OF INCIDENT

07/15/00 - 2300

NATURE OF INCIDENT

1 VEH. ACCIDENT W/MODERATE  
INJURIES

2. LOCATION

SR 2012  
DECATUR TWP., CLEARFIELD CO.

7. PERSON(S) INVOLVED

OPER #1: TERRY ALAN PETROSKY - 44 - MODERATE  
INJURIES  
RDI  
OSCEOLA MILLS, PA  
WEARING HELMET.

UNIT #1: 1982 HARLEY DAVIDSON MOTORCYCLE

8. INCIDENT DETAILS

THIS ACCIDENT OCCURRED AS UNIT #1 WAS TRAVELING EAST ON SR 2012 WHEN OPER #1 NOTICED A SHETLAND PONY IN THE MIDDLE OF THE ROADWAY. UNIT #1 THEN STRUCK THE PONY. PONY WAS RETURNED TO OWNER. OPER #1 TRANSPORTED TO CLEARFIELD HOSPITAL BY PHILIPSBURG AMBULANCE.

This is Ed Yocum taking the recorded statement of Brian and Rebecca Jury at their residence located at RR# 1 Box 677C Osceola Mills Pennsylvania 16666. This statement is being recorded on Thursday April 26 2001 at approximately 2:00 PM in regards to an incident reported to have taken place on Saturday July 15 2000 at approximately 11:00 PM concerning a motorcycle accident involving a driver by the name of Terry Petrosky.

Question: Mr. and Mrs. Jury, do realize this statement is being recorded?

Answer: Mr: Yes.

Mrs: Yes.

Question: And may I have your permission to take this statement?

Answer: Mr: Yes.

Mrs: Yes.

Question: Ah, first Mr. Jury, I'll start with you, could you state your full name ah and current address please?

Answer: Mr: Brian Mathew Jury RD 1 Box 677C Osceola Mills Pennsylvania 16666.

Question: And home telephone number?

Answer: Mr: Area code 814 339 7611.

Question: And Mrs. Jury your ah full name?

Answer: Mrs: Rebbeca Marie Jury.

Question: And your age and date of birth?

Answer: Mrs: I'm 24 4-22-76.

Question: Social security number?

Answer: Mrs: I just turned 25.

Question: Just turned 25?

Answer: Mrs: Yeah.

Question: Okay, social security number?

Answer: Mrs: 003 74 0906.

Question: And married to Brian?

Answer: Mrs: Yes.

Question: And Brian, your age and ah date of birth?

Answer: Mr: Age is 25. June 17, 1975.

Question: Social security number?

Answer: Mr: 201 54 5887.

Question: Now I'm here today at your residence in regards to an incident reported taken place on Saturday July 15 2000 in the proximity of 11:00 PM involving a motorcycle driven by Terry Petrosky involved with one of your animals or ponies let's say um on that night in question. We talked a little bit before we started recording this statement and because both of you were, I assume were present, that evening or near the accident scene when that did happen ah were going interview both of you kind of the same time so if one wants to be a spokes person or whom ever wants to answer the questions however you see fit on that, okay. Ah, the date of loss again is July 15 2000 which was a Saturday at about 11:00 PM is that the correct date and time and location and time that you can recall?

Answer: Mrs: Yeah.

Question: All right. Now the accident scene itself was it out here in front of your home or how far away from the home was that accident that evening?

Answer: Mrs: It was in, it was right up the end of this guy's drive way right here.

Question: Okay. If we were facing the home it would be to the left of your home?

Answer: Mrs: Yep.

Question: Okay, um do you recall what the weather conditions were like that night?

Answer: Mrs: Um hum.

Question: Could you elaborate on that for me?

Answer: Mrs: Ah, we had put hay in the barn all day and it rained and it was a terrible day. And it rained and it rained and by the time this accident happened it wasn't it wasn't raining any more. But it had rained all day and the reason I say I remember this is because the man said this Terry Petrosky he said that he'd been riding his motorcycle and went to the bar to wait for the rain to end. And it must of rained four to six hours.

Question: Okay.

Answer: Mrs: So I don't know how long he was there how much he was drinking but I remembered you know I took a mental note that he said he'd been there waiting for the rain to end so he could get on his motorcycle and go home. So by the time it happened it wasn't raining but it had rained all day.

Question: By the time it happened it had stopped raining. Do you know how long the rain would of stopped approximately? I know were going back a considerable amount time, but do you any idea of time frame there?

Answer: Mrs: I'm not sure.

Question: Do you think it was an hour or more that the rain had stopped or subsided at that point when the accident took place?

Answer: Mr: I'd say at least a good two hours.

Mrs: Yeah, cause I know we finished the hay by dark and I think, I don't think it was raining after dark. I think it was just during the day. It's hard to remember.

Mr: I'd say a good two hours that the had had ceased.

Question: Was it foggy that evening?

Answer: Mr: No, I don't recall it being foggy.

Question: And we're pretty rural right here, there's no streetlights or anything out?

Answer: Mr: Ah, we did have the lights on. We had the house lights that really light up our property pretty well.

Question: Okay.

Answer: Mr: There is another street light that's up the road but ah were the accident is ah it really hard to say.

Question: The streetlight you're talking about is on the opposite side of your home verses the accident?

Answer: Mr: Right.

Question: Um, now the property itself, how big of a area of land is there here? Is there a certain number of acres?

Answer: Mr: There's 15 acres ah approximately ah 500 yards of road roadside.

Question: Okay. About 500 linear feet length of road in front of the home. That's what you're estimating that?

Answer: Mr: Yeah, 500 feet.

Question: Okay. Now the property is owned by your father Stanley, is that correct?

Answer: Mr: That's correct.

Question: Um, he does not reside here, he lives in Philipsburg?

Answer: Mr: He lives, yes he resides in Philipsburg basically this is his property and what we do is oral rental agreement I keep the up keep on the property ah watch his animals for him and basically do you know the up keep.

Question: Kind of a tenant caretaker I guess would be a good description.

Answer: Mr: Right.

Question: How long have you lived here?

Answer: Mr: Ah approximately 3, 3 and a half years.  
Mrs: 3 and a half.

Question: Okay. Did he live here prior to that or?

Answer: Mr: Yes he did.

Question: Okay, so you basically, this is the homestead then I take it?

Answer: Mr: Right.

Question: Ah, the animals then, what, how many horses or ponies are here?

Answer: Ah, currently there are 2 horses and 1 pony. Ah, at the time of the accident there was just 1 pony.

Question: The one pony?

Answer: Mr: Right.

Question: And that belongs to Stanley?

Answer: Mr: Yes.

Question: Okay, you're again the caretaker?

Answer: Mr: I'm just the caretaker.

Question: Okay. The animal in question, that was involved in that accident that evening, at the time how old was it approximately?

Answer: Mrs: 5, 5 years old.

Question: And I'm not familiarized with horses, um how would you describe its size for me?

Answer: Mr: The horse is a Shetlin Pony weighs approximately 3 to five hundred pounds. Ah, if you were to compare it to a horse that's approximately a third of the size of the horse.

Question: And how high would it stand or?

Answer: Mr: Ah, I'd say about 4 feet no more than four feet.

Question: Did it have a name, was it given a name?

Answer: Mrs: Shiloh.  
Mr. Shiloh.

Question: Now if either one could elaborate that evening what was happening just prior to the accident, how did the animal come about being on the road way? Whoever would like to explain that?

Answer: We'll we. I'm not sure where we went, we were going, out for a short period of time came home late animals hadn't been fed so we put our kids to bed and went out to feed the animals.

The pony was over on the left side of the house, and for whatever reason, I don't remember now I wanted to take him out of that pasture and put him back into the barn.]

Answer: Mr. there was no shelter over here and we wanted to make.....

Answer: Mrs. Maybe it was going to rain or something.

Mr. Yes, we wanted to make sure he was under proper shelter.

Question: Okay.

Answer: Mrs. So I went over to get him and he came up to the fence which wasn't unusual cause he was probably hungry since it had been so late but uh, apparently he had other plans on his mind he just bolted from....I opened the fence and he went to grab him and he bolted. And you know he went, he just went straight up and across the road and I could hear his little feet run down the street and that's when I heard the motorcycle and I really didn't think that he was in any trouble cause I thought, I really was thinking that the motorcycle would have time to see him because he didn't, wasn't like running right in



front of the vehicle there was time when he was on the road and the motorcycle was coming, I figured not that, I wasn't very happy that he was in the road, but I didn't think he was really in a whole lot of danger. But I I yelled to Brian to let him know that the pony was loose and we'd have to go round him up and uh so I headed up and then I saw Brian over hear coming up our driveway and that's when I head uh like, hit, er I don't think I heard them hit but I heard like his bike sliding on the street and I was like uh, you know Oh, My God I yelled to Brian somebody's been knocked off their bike. And we ran over there and uh the pony was gone, I don't know wherever and we went over and the guy was kinda laying there like moaning and he was like my bike, he was all worried about his bike.

Question: He wasn't unconscious?

Answer: Mrs. NO.

Mr. As a matter of fact I he stood up on three different occasions. By that time we hollered for the neighbor at the time to uh, call for an ambulance and somebody up the road, which was Terry's cousin uh had come down uh picked up the motor cycle took it back up to his place uh, we had tried to keep the individual in place, cover him up with blankets uh, tried to keep him calm cool and collective, about his wits and uh he would just keep standing up, like I said on three different occasions.

Mrs. He didn't cooperate at all. Everyone, these neighbors in this house across the street over there and everyone was telling him to lay down. And finally when he did lay down he was told an ambulance was coming because these guys over hear called and he told the woman who called, do no call the police, that's what he said. Then she told me she said, he said don't call the police. I bet he's been drinkin. And I said well we'd better call the police so we made, you know we called again and made sure an officer would be out here.

Question: Who is the neighbor?

Answer: Mrs. What's her last Name?

Mr. Laura Colter. I think is her last name.

Question: Okay and how long after the accident did it take for the police to arrive?

Do you know approximately? How long it was?

Answer: They showed up approximately the same time the ambulance did.

Mrs. Yea. Mr. I mean it was just within....minutes of one other.

Mrs. The people in the ambulance asked him if he had been drinking and he said yea, I had a little bit or I had a few or something like that, and they just sort of took care of him loaded him up and we talked to the cops and I really thought they would sorta pursue the intoxication idea.

Question: Now if you're facing the home, he would be coming from the left to right?

Answer: Mrs. Right.

Question: And the animal when uh the pony bolted from you, which direction did it start down the road, did it go the same direction?

Answer: Mrs. He would be going towards the motorcycle.

Question: Okay so he's going from we're facing the home from right to left?

Answer: Mrs. Right.

Question: Okay, uh how much of a time frame do you believe from the time that the animal got loose till the accident? How long do you think the animal was out on the road? Or off and on the road or out in that area?

Answer: Mrs. I'd say he was from my hand it was probably about 30 seconds.

Question: Okay and you could hear the motorcycle coming in the distance?

Answer: Yea, yea

Question: Uh, I think prior to us taking this statement you'd said that you thought that from the sound of the cycle that you thought it would have had time to stop but then closer to when it got here, you could hear it coming and you said it sounded like it was faster?

Do you have any recollection of speed or could you determine any speed? Or could you determine any speed?

Answer: Mr. I can't judge speed but the motorcycle was really loud and it just seemed like it took no time for that motorcycle from the sound to show up. If you're familiar with Harley Davidsons which I am fairly familiar, they have a real loud noise to them.

Question: Real loud throttle.

Answer: Mr. And uh usually you can hear them from a distance and it takes very little, or it takes a while for the noise to catch up with the actual motorcycle or the motorcycle to catch up with the noise I mean. In this case I think the noise was there and just moments later that the motorcycle was there too.

Question: Now the driver was more concerned about the bike, did he say at any time to you what happened in his vision, in his words?

Answer: Mrs. Well, he was just like, he was swearing and said what the f..... horse doing on the road, and you know that kinda.

Mr. I think to add to that uh I drive, I drive in the evenings, I go to work at approximately 5:00 P.M. and then I come home around 4:00 in the morning which is you know, every morning it's dark and I can see clearly from the top of the hill all the way to my house.

Question: And how far do you think that is distance wise?

Answer: Uh, I'd say a good quarter mile. What do you think?

Mrs. I.....

Question: Do you think that night visibility would be typical?  
Do you think that night of the accident? Visibility would be normal?

Answer: Mr. I think that would be normal. Now granted the motorcycle I mean it doesn't have the uh the double headlights or I mean, I would imagine that he would have had his high beams on which would have given him a little bit of heads up but uh,....

Question: What is the speed limit posted out here? I didn't take notice when I came in.

Answer: Uh, Mrs. I don't even know if there is a sign. I think it is supposed to be 45.  
Mr. Yea, I don't believe there is a sign posted, however I believe the limit is 45 miles an hour.

Question: The driver, did he, or could you detect alcohol on him?

Answer: Mrs. I didn't I didn't hardly get close enough to him, I mean he didn't seem like he was really hurt, he seemed like he was really mad. I was worried about him lashing out, I didn't want to be alone with him, I left Brian and went to tell them that somebody had gotten hurt and called the ambulance. He was really like being, . Like using foul language and more like I was more like scared cause you know it was our pony from here that he ran into so it was kinda worried that he would lash out with somebody or you know get into a fight or something. He just seemed kinda angry. I mean I understand that you'd probably would be but I didn't want to be near him.

Question: Right, okay now you were uh going to get the animal out and take it the barn over here?

Answer: Mrs. Yea.

Question: Where were you at then when the pony got away from her?

Answer: I was, up here by the barn. Uh, I believe I had I had was just getting ready to turn on the lights or I had just turned on the light and was getting ready to walk over towards her direction.

Question: Okay and then she called out to you that the pony got loose?

Answer: Yea.

Question: And then in that time frame till when the impact took place 30 seconds or so?

Answer: Yea

Question: Somewhere in that vicinity? Uh, now how did the um, friend or brother-in-law that picked up the motorcycle know that the accident took place? Do you know that?

Answer: Mr. I believe that he had heard it through a scanner uh, or it was through the collection that we were trying to make sure that he was aware of his surroundings that he was conscious and that it wasn't of a major concern that we asked him if he knew where he was, if he knew where he was heading, if he knew anybody from around here, and I think maybe the individual that was involved was Gary Wigfield that would have been his cousin I do believe uh...

Mrs. I thought his girl, I thought Gary's girlfriend had just happened to come through and .....Mr. That could have been too.

Mrs. I thought that's what happened, she ran home.

Question: She ran home and then that's how it was Gary then who came down and picked up the bike?

Answer: Yes it was Gary who came down to pick up the bike.

Mrs. I'm not positive though.

Question: When you asked Mr. Petrosky about his surroundings, did he seem, coherent?

Answer: Mr. Yes he was coherent yes he was very coherent.

Mrs. He never seemed like he was knocked out I mean he was arguing and you were constantly telling him to lay down and he was getting up or he would roll like on the ground and I kept saying that you were going to get hurt worse you need to just lay down and stay there, but no he never.....

Question: Do you associate that more with an alcohol condition versus being affected in the head or the brain being affected by the impact or how would you uh... how would you view that. If you were not asked the actual question or if you were just looking back at the time how did it appear to you at that point, what his actions were? Do you think they were alcohol related or do you think they were accident related?

Answer: Mrs. If I had to pick one of the two, I'd definitely say it was alcohol.  
Mr. I definitely think alcohol put a lot of play into the accident, uh, I'm not going to deny that we failed the proper restraint of our pony but I think on the same aspect the visual, or the visibility that was available, if it would have been a deer that had jumped out on the road, the accident was would have still took place. I don't think he was uh able to effectively drive a vehicle or motorcycle.

Mrs. His reaction time was probably impaired.

Question: Now he said to the officer, about having alcohol or did he say that to uh?

Answer: He said it to the medics

Question: Medics?

Answer: And I believe the medics then relayed it on to the police officer.

Question: Right.

Answer: Mr. We also made it a point to tell the police officer that he specifically requested the police not to come. Uh, we also uh told the police officer that I personally had smelled the alcohol on his breath and uh I know I let it go from there. I'm not a police officer nor do I know all the rules or judgments.

Question: It's probably not your place at that point. You don't want to become any more involved at that time.

Answer: Mr. No, I was more concerned after the police and the medics showed up on the damages to our pony or the injuries that were made to the pony.

Question: Now that leads me to that question, where was the pony then located at?

Answer: Mr. Uh.....Mrs. He was located there's a trailer, or a double wide, or I don't know what it is over here across the street, it was located in her front yard.

Question: And what type of injuries did the pony receive?

Answer: Mrs. He had a lot of injuries to his face like uh, like a big, he had a big open cut above his eye.

Mr. He had several lacerations. Mrs. Yea, he has some open cuts. Mr. He had several bruises, we had doctor Morgan which is our vet come out and she examined the pony and she couldn't tell that there are no broken bones but she did say to keep off the pony for the next several weeks .....for a while.

Question: Did she do any type of stitching?

Answer: Mr. No she said uh it was a treatment to give to....Mrs. Like an ointment, Mr. But she didn't think that surgery was necessary.

Question: And at this point the animal is okay? No ill effects?\

Answer: Mrs. Yea. Mr. Well, doesn't seem like it.

Question: Okay, now other than you two being outside and hearing the motorcycle approach and then the accident and hearing the actual impact, any other neighbors outside that heard anything that you know of?

Answer: Mrs. Those guys were not at home, I think she must have been at work just this woman, over here, I don't even think, the woman and her daughter, I don't think that the boy friend ever came out,

Question: And they were more aware of it when you called out to them to call for help?

Answer: Mrs. Yea.

Question: Okay, I think we have covered a lot of the detail. I'd like, after we're done go out and get some photographs like of the animal and then the scene just in general. Is there anything else that you think would be important to the statement as to facts of the accident that evening or anything else you would like to add?

Answer: Mr. I think the noise of the motorcycle would have, I'm not saying did, could have affected the horse, or pony to rear up and get spooked. Uh...I'm not saying that it did but it is possible, pony is very calm and cool and collective when they were up near the road and the loud noise could have spooked him.

Question: Compared to an automobile it might have just stayed along the roadside and not skidded about maybe?

Answer: Mr. Yea.

Question: The animal itself, has it had a tendency before to take off from you has it ever done that before? Er?

Answer: Mr. No, I don't think, I don't think. Uh, if it does it might be for the green grass you know but there's plenty of green grass right outside the fence.

Mrs. Well, that time, this fence over here is being put up, usually he had spent all of his time over here, but really there wasn't any taking him out and moving around.

Question: You pretty much think that evening because you were gone for some time and it might have just been hungry?

Answer: Mr. Yea.

Question: More hungry than anything that day?

Answer: Mr. could have been.

Question: Would it have had any type of restraints, a harness er....

Answer: Mr. it has a halter.

Question: Halter, okay.

Answer; Mr. Uh, it's hard to say a woman, in retrospect might have a harder time holding back a 300 pound animal and I'm not sure, I wasn't there but it might have reared up, it could have,.....did it do anything that ....?

Mrs. I don't remember he was just kind of like, he was like, I was trying to hold on to him and he was kinda I don't think he was like rearing up but you know, just kind of like.....

Question: Impatient maybe?

Answer: yea, like pulling and making a fuss and I just lost my grip and there he went.

Question: Okay, anything else you'd either like to add?

Answer; Mr. I don't think so. Mrs. No.

Question: Have you understood all of my questions today?

Answer: Mrs. Yea. Mr. Yes I have.

Question: And finally has this recording been done with your permission?

Answer: Yes.(both)

Question: I'd like to conclude the recorded statement of Mr. and Mrs. Jury at approximately 2:25 P.M. Thursday April 26<sup>th</sup>, 2001.

Date: 9/14/2000 09:05 AM  
Estimate ID: J 0348  
Estimate Version: 0  
Preliminary  
Profile ID: CUSTOMIZED

# E.L. BRAID CLAIM SERVICE, INC.

PO BOX 946 CLEARFIELD, PA 16830  
(814) 765-6747  
Fax: (814) 768-9410

Damage Assessed By: Larry Lumadue 140460

Condition Code: Fair  
Date of Loss: 7/15/2000  
Contact Date: 9/ 5/2000  
Deductible: UNKNOWN  
File Number: J 0348  
Policy No: PL 2102

Arrival Date: 9/14/2000  
Accident Date: 7/15/2000

Insured: STANLEY JURY  
Claimant: TERRY PETROSKY  
Address: RD 1 BOX 622 A OSCEOLA MILLS, PA 16666  
Telephone: Home Phone: (814) 339-6916

Mitchell Service: 911000

Description: 82 HARLEY DAVIDSON MODEL BEKC M/C  
VIN: 1HD1BEK13CY012293  
Mileage: 42,323  
Color: BLUE

License: AAS20 PA

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY *	REMOVE/REPLACE	EXHAUST PIPES	New	201.99 *	INC*
2	900500	BDY *	REMOVE/REPLACE	GOLD EAGLE SADDLEBAG KIT	New	435.99 *	INC*
3	900500	BDY *	REMOVE/REPLACE	STARTER CRANK	New	75.99 *	INC*
4	900500	BDY *	REMOVE/REPLACE	STARTER CRANK BRACKET	New	79.99 *	INC*
5	900500	BDY *	REMOVE/REPLACE	STARTER CRANKSHAFT	New	49.99 *	INC*
6	900500	BDY *	REMOVE/REPLACE	RIGHT FRONT FOOTPEG RUBBER	New	3.99 *	INC*
7	900500	BDY *	REMOVE/REPLACE	MASTER CYLINDER GASKETS	New	4.95 *	INC*
8	900500	BDY *	REMOVE/REPLACE	BRAKE PEDAL	New	98.99 *	INC*
9	900500	BDY *	REMOVE/REPLACE	MASTER CYLINDER ASSM	New	120.99 *	INC*
10	900500	BDY *	REMOVE/REPLACE	FRONT BRAKE LINE	New	23.99 *	INC*
11	900500	BDY *	REMOVE/REPLACE	LEFT FRONT FORK TUBE	New	203.99 *	INC*
12	900500	BDY *	REMOVE/REPLACE	RIGHT FRONT FORK TUBE	New	203.99 *	INC*
13	900500	BDY *	REMOVE/REPLACE	AXLE FOOT REST	New	35.98 *	INC*
14	900500	BDY *	REMOVE/REPLACE	CHROME SET BACK RISER [H-BAR]	New	94.95 *	INC*
15	900500	BDY *	REMOVE/REPLACE	BUCKHORN HANDLEBAR	New	49.99 *	INC*
16	900500	BDY *	REMOVE/REPLACE	THROTTLE CABLE	New	12.99 *	INC*
17	900500	BDY *	REMOVE/REPLACE	IDLE CONTROL	New	21.99 *	INC*
18	900500	BDY *	REMOVE/REPLACE	PRIMED FRONT FENDER	New	99.99 *	INC*
19	900500	BDY *	REMOVE/REPLACE	RIGHT FUEL TANK	New	136.99 *	INC*
20	900500	BDY *	REMOVE/REPLACE	CHROME BATTERY COVER	New	27.95 *	INC*
21	900500	BDY *	REMOVE/REPLACE	HEADLAMP AND HARNESS	New	133.99 *	INC*
22	900500	BDY *	REMOVE/REPLACE	RIGHT FRONT TURN SIGNAL	New	28.99 *	INC*
23	900500	BDY *	REMOVE/REPLACE	RIGHT REAR VIEW MIRROR	New	21.00 *	INC*
24	900500	BDY *	REMOVE/REPLACE	BLACK HELMET	**Qual Repl Part	115.00 *	INC*

ESTIMATE RECALL NUMBER: 9/14/2000 09:00:05 J 0348

Mitchell Data Version:  
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Page 1 of 3



; 900500 BDY \* REMOVE/REPLACE LABOR TO INSTALL ALL ABOVE COMPONENTS New

**\* - Judgement Item**

### Remarks

**NO LKQ [USED PARTS] LOCATED FOR THIS REPAIR**

### Prior Damage

**NONE NOTED**

NO SUPPLEMENTS WITHOUT PRIOR AUTHORIZATION AND  
PARTS MUST BE RETAINED UNTIL PAID

[illegible]

**This is a preliminary estimate.**

**Additional changes to the estimate may be required for the actual repair.**

### Point(s) of Impact

**3 Right Side (P), 12 Front Center (S)**

**Insurance Co: CLEARFIELD COUNTY GRANGE**

**Inspection Site: RESIDENCE**  
**Inspection Date: 9/14/2000**

ESTIMATE RECALL NUMBER: 9/14/2000 09:00:06 J 0348

00:06 J 0348  
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**Mitchell Data Version:**  
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4.6.004

Page 2 of 3

Body Shop: DUBOIS MOTORCYCLE PLUS  
Address: RD 3 BOX 117A  
DUBOIS, PA 16801  
Telephone: (814) 371-5760  
Fax Phone: (814) 371-9048

QUALITY REPLACEMENT PARTS [ AFTERMARKET ] PRICED AT SMEALS  
800 874 8341 UNLESS OTHERWISE NOTED

THE FOLLOWING STATEMENTS ARE SET FORTH PURSUANT TO SECTION 62.3 OF  
THE MOTOR VEHICLE APPRAISERS ACT:

>IF THIS APPRAISAL USES AFTERMARKET [QUALITY REPLACEMENT PARTS], THEY  
WILL BE STATED AS SUCH ON THE FACE OF THE APPRAISAL. IF AN  
AFTERMARKET PART WAS USED, AND IT VOIDS THE EXISTING MANUFACTURER'S  
WARRANTY ON THE PART BEING REPLACED, THE AFTERMARKET PART WILL HAVE A  
WARRANTY EQUAL TO OR BETTER THAN THE REMAINDER OF THE EXISTING  
WARRANTY FOR THE PART THAT WAS REPLACED.

>AN AFTERMARKET PART IS DEFINED AS A NON-ORIGINAL EQUIPMENT  
MANUFACTURER [NON OEM] REPLACEMENT PART, EITHER NEW OR USED, FOR ANY  
OF THE NON-MECHANICAL PARTS THAT GENERALLY CONSTITUTE THE EXTERIOR OF  
THE MOTOR VEHICLE, INCLUDING INNER AND OUTER PANELS.

>QUALITY RECYCLED PARTS [USED] AS STATED ON THIS ESTIMATE WILL BE  
SEARCHED FOR AND UTILIZED ACCORDING TO INDIVIDUAL COMPANY POLICYS AS  
DIRECTED BY COMPANY POLICY.. THESE PARTS WILL BE NOTED AS SUCH ON  
THIS ESTIMATE [ NORMALLY WILL BE UTILIZED AFTER VEHICLE IS 1 YEAR OLD]

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS AUTHORITY TO  
REPAIR THIS VEHICLE NOR ADMISSION OF LEGAL LIABILITY FOR  
THE DAMAGES INVOLVED

THE FOLLOWING STATEMENTS ARE SET FORTH PURSUANT TO SECTION 62.3 OF  
THE MOTOR VEHICLE APPRAISERS ACT

>ANY COSTS ABOVE THE APPRAISAL AMOUNT AS SHOWN ON THIS DOCUMENT MAY  
BE THE FULL AND SOLE RESPONSIBILITY OF THE VEHICLE OWNER.

>THE APPRAISAL DOES NOT LIMIT THE VEHICLE OWNER TO USE ANY SPECIFIED  
REPAIR SHOP. THE REPAIR SHOP MAY BE SELECTED BY, AND IS AT THE  
DISCRETION OF, THE VEHICLE OWNER.

>UPON REQUEST FROM THE VEHICLE OWNER, THE INSURER WILL PROVIDE  
INFORMATION REGARDING REPAIR FACILITIES, WHICH WILL BE ABLE TO REPAIR  
THE VEHICLE FOR THE APPRAISED AMOUNT. HOWEVER, THE VEHICLE OWNER IS  
NOT REQUIRED TO HAVE THE REPAIRS COMPLETED AT ANY OF THESE REPAIR  
FACILITIES.

>ANY INCIDENTAL CHARGES, WHICH WERE KNOWN AT THE TIME OF THIS  
APPRAISAL [SUCH AS TOWING, STORAGE, DEPRECIATION, ETC.] ARE CONTAINED  
HEREIN.

ESTIMATE RECALL NUMBER: 9/14/2000 09:00:05 J 0348

Mitchell Data Version:  
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*Duplicate Copy*

A MUTUAL COMPANY

**THIS IS AN ASSESSABLE POLICY**

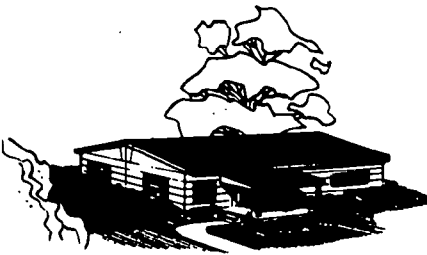
(SEE MUTUAL PROVISIONS PAGE 4)

**Clearfield County Grange Mutual Fire  
Insurance Company**

**THIS IS AN ASSESSABLE POLICY**

Clearfield, PA 16830

Incorporated September, 1910



THE POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND THE INSURER.

READ YOUR POLICY CAREFULLY.

---

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

No. PL 1746

RENEWAL OF NUMBER

# Clearfield County Grange Mutual Fire Insurance Company

## THIS IS AN ASSESSABLE POLICY

Clearfield, PA 16830

Incorporated September, 1910

## DECLARATIONS

Named Insured and Mailing Address **Stanley M. Jury**  
**R. R. #1, Box 677 C**  
**Osceola Mills, PA 16666**

Agent: **Thomas A. Dixon**

Policy Term: From: **2/17/97** To: **2/17/2000** 12:01 A.M. Standard Time

Residence Premises (if different than mailing address)

Farm Premises (if different than mailing address)

Approximate Total Acreage: **14.85**

This replaces all previously issued policies in connection with this coverage. This policy applies only to accidents, occurrences or losses which happen during the policy term shown above.

This policy applies only to those coverages below for which a limit of liability or premium charge is shown. Our limit of liability for each coverage is not more than the amount stated for such coverage, subject to all the terms of the policy.

COVERAGES	LIMITS OF LIABILITY		PREMIUM
Cov. L — Personal Liability	\$ <b>100,000</b>	Each occurrence	\$ <b>63.00</b>
Cov. M — Personal Medical Payments	\$ <b>1,000</b>	Each person	
	\$ <b>25,000</b>	Each accident	\$ <b>3.00</b>
Cov. O — Animal Collision	Market Value Not Exceeding \$400 Each Animal		\$

Acreage in excess of 160			Flat Charge		\$
OUTBOARDS MOTORS	HP	OWNER	PREMIUM BASIS	RATE	
A.			Per Motor		
B.			or		
C.			Combination		
Number of Domestic Employees			In Excess of Two		\$
Deductibles					\$
ENDORSEMENTS/FORMS					
GL2 Farm Personal Liability Coverage		ML120 PA Exemption Act			
GL5 Additional Policy Conditions		ML181 Deferred Premium Payment Plan			
GL10 Punitive Damage Exclusion		ML223 Lead Liability Exclusion			
GL31 (1.0) Amend. of Policy Terms					\$
TOTAL PREMIUM					\$ 66.00

Countersignature Date **2/26/97**

*Thomas A. Dixon*

Sec.

Authorized Representative

**FARM PERSONAL LIABILITY COVERAGE****TABLE OF CONTENTS**

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Additional Policy Conditions — These are shown on a separate form.

Endorsements may also apply. They are identified on the Declarations page.

Refer to the Definitions for words that have special meanings. These words are shown in **"bold type"**.

**AGREEMENT**

Subject to all the **terms** that apply, and in return for **your** payment of the required premium, **we** provide Personal Liability Coverage during the policy period. Each principal coverage described herein applies only if a **limit** is shown on the Declarations for that coverage.

Policy **terms** that relate to changes made to the policy; inspections; examination of books; cancellation; and assignment or transfer of rights or duties also apply.

## DEFINITIONS

1. The words **you** and **your** mean the person or persons named on the Declarations and **your** spouse if a resident of **your** household. The words **we**, **us**, and **our** mean the company providing this insurance.

2. **Bodily Injury** means bodily harm to a person and includes sickness, disease or death. This also includes required care and loss of services.

**Bodily Injury** does not mean bodily harm, sickness, disease or death that arises out of:

- a. a communicable disease; or
- b. the actual, alleged or threatened sexual molestation of a person.

3. **Business** means a trade, a profession or an occupation, all whether full or part time. This includes the rental of property to others. It does not include the occasional rental for residential purposes of the part of the **insured premises** normally occupied solely by **your** household.

**Business** includes services regularly provided by an **insured** for the care of others and for which an **insured** is compensated. A mutual exchange of like services is not considered compensation.

**Business** does not include:

- a. **farming**;
- b. the incidental activities that are usually performed by minors; or
- c. activities that are related to **business**, but are usually viewed as non-business in nature.

4. **Domestic Employee** means a person employed by an **insured** to perform duties that relate to the use and care of the **insured premises**. This includes a person who performs duties of a similar nature elsewhere for an **insured**. This does not include a person while performing duties in connection with the **business** of an **insured** or a **farm employee**.

5. **Farm employee** means an employee of an **insured** whose duties are in connection with the **farming** operations of the **insured**. This does not include a **domestic employee** or a person employed in **your business**.

6. **Farming** includes the operations of roadside stands and farm markets maintained principally for the sale of the **insured's** own farm products.

7. **Insured** means:

- a. **you**;
- b. **your** relatives if residents of **your** household;
- c. persons under the age of 21 in **your** care or in the care of **your** resident relatives;
- d. **your** legal representative, if **you** die while insured by this Farm Personal Liability Coverage. This person is an **insured** only for liability arising out of the **insured premises**. An **insured** at the time of **your** death remains an **insured** while residing on the **insured premises**;
- e. persons using or caring for watercraft or animals owned by an **insured** to which this insurance applies (This does not include persons using or caring for watercraft or animals in the course of **business** or without the owner's consent.);
- f. persons in the course of performing domestic duties that relate to the **insured premises**;
- g. persons in the course of acting as **your** real estate manager for the **insured premises**; and
- h. a person while performing duties as an employee of an **insured** with respect to farm implements and other vehicles covered by this Farm Personal Liability Coverage.

Each of the above is a separate **insured**, but this does not increase **our limit**.

8. **Insured Premises** means:

- a. the one to four family dwelling shown on the Declarations. This includes structures or parts of buildings where **you** reside;
- b. the farm premises described on the Declarations;
- c. other land **you** use for **farming** purposes and new farm premises acquired by **you** during the policy period;
- d. all other premises shown on the Declarations;
- e. all vacant land owned by or rented to an **insured**. This includes land where a residence or farm structure is being built for the use of an **insured**;
- f. that part of a residence, acquired by **you** during the policy period, and to be used by **you**;
- g. **your** cemetery lots and **your** burial vaults or those of **your** resident relatives;
- h. that part of a premises not owned by an **insured** if it is temporarily used as a residence by an **insured**;
- i. all premises used by **you** in connection with **your** residence;

- j. all access ways adjoining the **Insured premises**; and
- k. that part of premises occasionally rented to an **Insured** for other than **business** purposes.

## PRINCIPAL PERSONAL LIABILITY COVERAGES

**Coverage L — Liability —** We pay, up to our limit, all sums for which an **Insured** is liable by law because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies. We will defend a suit seeking damages if the suit resulted from **bodily injury** or **property damage** not excluded under this coverage. We may make investigations and settle claims or suits that we decide are appropriate. We do not have to provide a defense after we have paid an amount equal to our limit as a result of a judgment or written settlement.

**Coverage M — Medical Payments To Others —** We pay the necessary medical expenses if they are incurred or medically determined within three years from the date of an accident causing covered **bodily injury**. Medical expenses means the reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, funeral services, prosthetic devices and eyeglasses, including contact lenses. This applies only to:

9. **Limit** means the limit of liability that applies.
10. **Motorized Vehicle** means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment.  
  
This does not include vehicles that are designed and used to assist the handicapped and are not required to be licensed for road use.
11. **Motor Vehicle** means a **motorized vehicle**, a trailer or a semi-trailer, and all attached machinery or equipment, if:
  - a. it is subject to **motor vehicle** registration; or
  - b. it is designed for use on public roads.
12. **Occurrence** means an accident. This includes loss from repeated exposure to similar conditions.
13. **Pollutant** means any solid, liquid, gaseous, thermal or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor or waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.
14. **Property Damage** means physical injury to tangible property. This includes the loss of use.
15. **Recreational Motor Vehicle** means a **motorized vehicle**, a trailer, or attached equipment that is designed or is used for leisure time activities, and which is not a **motor vehicle**.
16. **Terms** means all provisions, limitations, exclusions, and definitions used in this Farm Personal Liability Coverage.

1. a person on the **Insured premises** with the permission of an **Insured**; and
2. a person away from the **Insured premises** if the **bodily injury**:
  - a. is a result of a condition on an **Insured premises**;
  - b. is caused by an activity of an **insured**;
  - c. is caused by a person in the course of performing duties as a **domestic employee**;
  - d. is caused by an animal owned by or in the care of an **insured**; or
  - e. is sustained by a **domestic employee** and arises out of and in the course of employment.

## INCIDENTAL PERSONAL LIABILITY COVERAGES

These coverages are subject to all the **terms** of Coverages L and M. Except for Claims and Defense Cost and First Aid Expense, they do not increase the **limit** stated for the Principal Personal Liability Coverages.

1. **Damage to Property of Others** — Regardless of an **Insured's** legal liability, **we** pay for property of others damaged by an **Insured**, or **we** repair or replace the property, to the extent practical, with property of like kind and quality. **Our limit** for this coverage is \$500 per **occurrence**.

The exclusions that apply to Coverages L and M do not apply to this coverage. However, **we** do not pay for damage to property:

- a. owned by an **Insured**, or owned by, rented to or leased to another resident of **your** household or the tenant of an **Insured**;
- b. caused intentionally by an **Insured** who has attained the age of 13; or
- c. resulting in whole or in part from:
  - 1) activities related to a **business** of an **Insured**;
  - 2) premises owned, rented or controlled by an **Insured**, other than an **Insured premises**; or
  - 3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of **motorized vehicles**, aircraft or watercraft. **We** do pay for **property damage** to **motorized vehicles** not subject to **motor vehicle** registration and not owned by an **insured** if the **motorized vehicle** is used only to service the premises or if it is designed for recreational use off public roads.

2. **Contracts And Agreements** — **We** pay for damages for **bodily injury** or **property damage** resulting from liability assumed by an **Insured** under a written contract made before the loss. The loss causing the **bodily injury** or **property damage** must have occurred during the policy period. This coverage does not apply to a contract in connection with **business** activities of an **insured**.

3. **Claims And Defense Cost** — If **we** defend a suit, **we** pay:

- a. the costs taxed to an **insured**;
- b. the costs incurred by **us**;

- c. the actual loss of earnings by an **Insured** for time spent away from work at **our** request (**We** pay up to \$50 per day.);
- d. the necessary costs incurred by **you** at **our** request;
- e. the interest which accrues after the entry of a judgment, but ending when **we** tender or pay up to **our limit**;
- f. the premiums on appeal bonds or bonds for the release of attachments up to **our limit** (**We** are not required to apply for or furnish bonds.);
- g. the premiums up to \$500 per bail bond required of an **Insured** because of an accident or a traffic law violation arising out of the use of a vehicle to which this Farm Personal Liability Coverage applies (**We** are not required to apply for or furnish bonds.); and
- h. prejudgment interest awarded against an **Insured** on that part of the judgment **we** pay. If **we** offer to pay the **limit**, **we** will not pay any prejudgment interest based on that period of time after the offer.

4. **First Aid Expense** — **We** pay the expenses incurred by an **insured** for first aid to persons, other than **insureds**, for covered **bodily injury**.

5. **Motorized Vehicles** — **We** pay for the **bodily injury** or the **property damage** which:

- a. occurs on the **Insured premises** and is a result of the ownership, maintenance, use, loading or unloading of:

- 1) a **motorized vehicle** if it is not subject to **motor vehicle** registration because of its type or use; or
- 2) a **recreational motor vehicle**;

- b. results from:

- 1) a golf cart while used for golfing purposes;
- 2) a utility, boat, camp or mobile home trailer, except when the trailer is carried on, is towed by or is attached to a **motor vehicle** or a recreational motor vehicle; or
- 3) a **motorized vehicle** which is designed only for use off public roads and which is used mainly to service the **insured premises**;

- c. results from an **insured's** use of a **recreational motor vehicle** which is not owned by an **Insured**.



6. **Watercraft —**

- a. **We pay for the bodily injury or the property damage** which results from the maintenance, use, loading or unloading of:

- 1) a watercraft while it is on the **Insured premises**;
- 2) a watercraft which is not owned by or rented to an **Insured** if the loss is a result of the activities of an **Insured**;
- 3) a watercraft which is owned by or is rented to an **Insured** and which is powered by inboard or inboard/outboard motors which total 50 horsepower or less;
- 4) a sailing vessel with or without auxiliary power which is owned by or is rented to an **Insured** and is less than 26 feet in length; or
- 5) a watercraft which is powered by outboard motors which total 25 horsepower or less.

- b. **We pay for the bodily injury or the property damage** which results from the maintenance, use, loading or unloading of a watercraft that is powered by outboard motors which total more than 25 horsepower, if:

- 1) the motors are listed on the Declarations;
- 2) the motors are acquired by an **Insured** during the policy period and a request for coverage is made within 45 days after they are acquired; or
- 3) the motors are not owned by an **Insured**.

7. **Business — We pay for the bodily injury or the property damage** which results from:

- a. the rental of that part of the **Insured premises** that is usually occupied by **you** as a residence;
- b. the rental of other parts of the **Insured premises** for use as a residence (No family unit may include more than two roomers or boarders.); or
- c. the rental of a part of the **Insured premises** for use as a school, studio, office or private garage.

**EXCLUSIONS THAT APPLY TO COVERAGES L AND M**

Farm Personal Liability Coverage does not apply to **bodily injury or property damage** which results directly or indirectly from:

1. war (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. Discharge of a nuclear weapon is deemed a warlike act even if accidental.);
2. the ownership, operation, maintenance, use, occupancy, renting, loading, entrusting, supervision, loading or unloading of aircraft, except for **bodily injury** to a person while performing duties as a **domestic employee** (This exclusion does not apply to model airplanes.);
3. the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of  
**motorized vehicles** or watercraft  
owned or operated by or rented or loaned to an **Insured**. **We do pay:**
  - a. for **bodily injury** to a person in the course of performing duties as a **domestic employee**; or
  - b. if coverage is provided by an Incidental Motorized Vehicle or Watercraft Coverage;
4. the use of a **motorized vehicle** in, or in the practice or the preparation for, racing, speed, pulling or pushing, demolition or stunt activities or contests;
5. liability imposed by law on an **Insured** for the use of a **motorized vehicle**, aircraft or watercraft, except if coverage is provided for by an Incidental Motorized Vehicle or Watercraft Coverage;

6. the rendering of or the failing to render a professional service;
7. activities related to the **business** of an **Insured**, except as provided for by an Incidental Business Coverage;
8. premises that are owned, rented or controlled by an **Insured** and that are not the **Insured premises**. We do pay for **bodily injury** to a person in the course of performing duties as a **domestic employee**;
9. an intentional act of an **Insured** or an act done at the direction of an **Insured**;
10. an **occurrence** for which an **Insured** is also an **Insured** under a nuclear energy liability policy or would be an **Insured** but for the exhaustion of its **limits** (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or their successors.);
11. the discharge, dispersal, release or the escape of **pollutants** into or upon land, water or air. However, this exclusion does not apply to **bodily injury** or **property damage** that arises from the heat, smoke or fumes of hostile fire on the **Insured premises**. Hostile fire is a fire that becomes uncontrollable or breaks out from where it was intended to be; or
12. **Bodily Injury to a farm employee** of an **Insured** if it occurs in the course of employment or the consequential injury to a spouse, child, parent, brother or sister of such injured employee.

This exclusion applies whether the **Insured** is liable either as an employer or in any other capacity and to any obligation of an **Insured** to fully or partially reimburse another for damages arising out of the injury. This exclusion does not apply to liability assumed by an **Insured** under a contract or an agreement.

## ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGE L

Coverage L does not apply to:

1. **bodily injury** to **you**, and if residents of **your** household, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your** resident relatives;
2. liability assumed under a contract or an agreement, except as provided for by Incidental Contracts and Agreements Coverage;
3. damage to property owned by an **Insured**;
4. damage to property that is rented to, occupied by, used by, or in the care of an **Insured**, except for **property damage** caused by fire, smoke or explosion;
5. sickness, disease or death of a **domestic employee** unless a written notice is received by **us** within 36 months after the end of the policy period in which the injury occurred;
6. **bodily injury** to a person, including a **domestic employee**, if the **Insured** has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by an **Insured** under a workers' compensation, non-occupational disability, occupational disease or like law;
7. **property damage** to products manufactured, sold, handled or distributed by an **Insured** when the **property damage** arises out of such products or a part of the products;
8. **property damage** to work performed by or for an **Insured** when the **property damage** arises out of such work or a part of the work; or
9. liability for **property damage** which is a result of the discharge of substances from an aircraft.

## ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGE M

Coverage M does not apply to **bodily injury** to:

1. an **insured** or other person who resides on the **insured premises**, except a **domestic employee**;
2. a person who is on the **insured premises** because a **business** is conducted or professional services are rendered on the **insured premises**; or
3. a person, including a **domestic employee**, if a workers' compensation policy covers the injury or if benefits are provided under a workers' compensation, non-occupational disability, occupational disease or like law.

## WHAT YOU MUST DO IN CASE OF LOSS

1. **Notice** — In the case of an **occurrence** (or if an **insured** becomes aware of anything that indicates that there might be a claim under this Farm Personal Liability Coverage), the **insured** must promptly give **us** or **our** agent notice (in writing if requested).

The notice must state:

- a. the name of the **insured**; the policy number; and the time, place, and the details of the **occurrence**; and
  - b. the names and the addresses of all known potential claimants and witnesses.
2. **Cooperation** — The **insured** must cooperate with **us** in performing all acts required by this Farm Personal Liability Coverage.
  3. **Volunteer Payments** — An **insured** must not make payments, pay or offer rewards or assume obligations or other costs except at the **insured's** own cost. This does not apply to costs that are allowed by this Farm Personal Liability Coverage.

4. **Other Duties — Liability Coverage** — In case of an **occurrence** which might result in a claim, the **insured** must promptly give **us** copies of all legal papers, demands and notices that relate to the **occurrence** or claim.

At **our** request, the **insured** must help **us**:

- a. to settle a claim;
- b. to conduct suits (This includes being at trials and hearings);
- c. to enforce the right of recovery or indemnification against all parties who may be liable to an **insured** for the injury or damage;
- d. in the securing of and giving of evidence; and
- e. in obtaining the attendance of all witnesses.

5. **Other Duties — Medical Payments To Others Coverage** — In case of a loss the injured person or someone acting on behalf of that person must:

- a. give **us** written proof of claim (under oath if **we** request) as soon as practical; and
- b. authorize **us** to get copies of medical records.

The injured person must submit to physical exams by doctors chosen by **us** when and as often as **we** may require.

## HOW MUCH WE PAY FOR LOSS OR CLAIM

1. **Coverage L — Liability** — The **limit** shown on the Declarations for Coverage L is the most **we** pay for loss for each **occurrence**. This applies regardless of the number of:
  - a. persons **insured** under this Farm Personal Liability Coverage;
  - b. parties who sustain injury or damage; or
  - c. claims made or suits brought.
2. **Coverage M — Medical Payments To Others** — The **limit** shown on the Declarations per person for Coverage M is the most **we** pay for all medical expenses payable for **bodily injury** to one person as the result of one accident.

- When a **limit** is shown on the Declarations per accident for Coverage M, that **limit** is the most **we** pay for any one accident.

The payment of a claim under Coverage M does not mean **we** admit **we** are liable under Coverage L.

- 3. Insurance Under More Than One Coverage** — If more than one coverage applies to a loss, **we** pay no more than the actual loss.

- 4. Coverage L — Insurance Under More Than One Policy** — Coverage L is excess over other valid and collectible insurance that applies to the loss or claim.

If the other valid and collectible insurance is also excess, **we** pay only **our** share of the loss. **We** pay only that part of the loss that the applicable **limit** under this policy bears to the total amount of insurance covering the loss.

## PAYMENT OF LOSS OR CLAIM

A person who has secured a judgment against an **Insured** for an insured loss or has liability established by a written agreement between the claimant, an **insured** and **us**, is entitled to recover under this Farm Personal Liability Coverage to the extent of coverage provided.

## CONDITIONS

- 1. Bankruptcy Of An Insured** — Bankruptcy or insolvency of an **insured** does not relieve **us** of **our** obligations under this Farm Personal Liability Coverage.
- 2. Conformity With Statute** — **Terms** in conflict with the laws of the state where the premises described on the Declarations is located are changed to conform to such laws.

- 3. Misrepresentation, Concealment Or Fraud** — This Farm Personal Liability Coverage is void if, before or after a loss:

- a. an **Insured** has willfully concealed or misrepresented:

- 1) a material fact or circumstances with respect to this insurance; or
- 2) an **Insured's** interest herein.

- b. there has been fraud or false swearing by an **Insured** with respect to this insurance or the subject thereof.

- 4. Subrogation** — If **we** pay for a loss, **we** may require that the **Insured** assign to **us** the right of recovery up to the amount **we** pay. **We** are not liable for a loss if, after the loss, an **Insured** impairs **our** right to recover against others. **You** may waive **your** right to recover, in writing, before a loss occurs, without voiding coverage.

Subrogation does not apply to Coverage M — Medical Payments to Others or to Damage to Property of Others under the Incidental Personal Liability Coverages.

- 5. Suit Against Us** — No suit may be brought against **us** unless:

- a. all the **terms** of this Farm Personal Liability Coverage have been complied with; and
- b. the amount of an **Insured's** liability has been fixed by:

- 1) a final judgment against an **Insured** which is the result of a trial; or
- 2) a written agreement of the **Insured**, the claimant and **us**.

No person has a right under this Farm Personal Liability Coverage to join **us** or implead **us** in actions that are brought to fix the liability of an **insured**.

## ADDITIONAL POLICY CONDITIONS

1. **Assignment** — This policy may not be assigned without **our** written consent.
2. **Cancellation and Nonrenewal** — You may cancel this policy by returning the policy to **us** or by giving **us** written notice and stating at what future date coverage is to stop.

During the first 60 days this policy is in effect, we may cancel for any reason.

If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by **us**, we may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. the policy was obtained through fraud, material misrepresentation or omission of fact, which, if known by **us**, would have caused **us** not to issue the policy; or
- c. there has been a material change or increase in hazard of the risk.

We will give you notice at least 10 days before cancellation is effective, if we cancel this policy for nonpayment of premium. Otherwise, we will give you notice at least 30 days in advance of cancellation or nonrenewal.

We may cancel this policy by written notice to you at the address shown on the Declarations.

Your return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification or Waiver of Policy Terms** — A waiver or change of the **terms** of this policy must be issued by **us** in writing to be valid. If, in the policy period, we adopt a revision which broadens coverage without an additional premium, the broadened coverage will apply.

If this policy has no expiration date, we may substitute or we may add, at each anniversary date, forms that are then authorized for use.

4. **Inspections** — We have the right, but are not obligated, to inspect **your** property and operations. This inspection may be made by **us** or may be made on **our** behalf. An inspection or its resulting advice or report does not warrant that **your** property or operations are safe, healthful or in compliance with laws, rules or regulations. Inspections or reports are for **our** benefit only.
5. **Examination of Books and Records** — We may examine and audit **your** books and records that relate to this policy during the policy period and within three years after the policy has expired.

This endorsement changes the  
Personal Liability or Farm Personal Liability  
Coverage provided by this policy  
— PLEASE READ THIS CAREFULLY —

## **PUNITIVE DAMAGE EXCLUSION**

This policy does not cover punitive or exemplary damages or related defense costs. This exclusion applies regardless of any provisions of this policy or endorsements attached to it.

This endorsement changes the  
Personal Liability or Farm Personal Liability  
Coverage provided by this policy  
— PLEASE READ THIS CAREFULLY —

**AMENDMENT OF POLICY TERMS  
PENNSYLVANIA**

Under **Coverage M — Medical Payments To Others**, the three year time limitation does not apply to expenses for funeral services.

**PENNSYLVANIA  
Insurance Consultation Services Exemption Act — Notice**

This company may provide consultation services such as inspections or surveys of your property in accordance with the provisions of the policy. These services may reduce the likelihood of injury, death or loss.

This notice is required to be provided to you by the "Insurance Consultation Services Exemption Act" of Pennsylvania. This act provides that we, our agents, employees, or service contractors are not liable for damages from injury, death or loss occurring as a result of an act or omission by a person in the course of such services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the consultation services and was caused by our negligence or the negligence of our agents, employees or service contractors;
2. To consultation services performed under a written service contract not related to the policy; or
3. If an act or omission by us, our agents, employees or service contractors is determined by law to constitute a crime, actual malice or gross negligence.

**This notice must be attached to all new and renewal policies.**



## **DEFERRED PREMIUM PAYMENT PLAN**

The premium for this policy is payable in annual installments as shown in the Declarations. You agree to pay each subsequent annual installment based on the premiums which are then in effect for us and which apply to this insurance.

## LEAD LIABILITY EXCLUSION

This endorsement changes the coverage provided by this policy.

### EXCLUSIONS THAT APPLY TO COVERAGES L AND M

The following is added:

This policy does not apply to:

1. actual or alleged **bodily injury** that results directly or indirectly from the ingestion, inhalation or absorption of lead in any form;
2. actual or alleged **property damage** that results directly or indirectly from any form of lead;
3. any loss, cost or expense arising out of any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or
4. any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

FILED

MAR 26 2002

William A. Shaw  
Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

No. 01 - 924 - CD

**NOTICE OF DEPOSITION**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address:  
gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

MAY 10 2002

ml:101ndcc  
William A. Shaw *jk*  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01 - 924 - CD

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**NOTICE OF DEPOSITION**

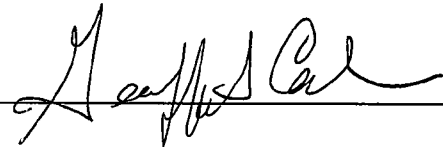
To: R. Denning Gearhart, Esquire

PLEASE TAKE NOTICE that the Plaintiffs, TERRY PETROSKY and SHEILA PETROSKY, by their Attorneys, EDGAR SNYDER & ASSOCIATES, LLC, will take the deposition of LAURA COULTER, pursuant to Rule 4007, et seq., of the Pennsylvania Rules of Civil Procedure, as amended, before a court reporter duly authorized to administer oaths, on May 31, 2002, at 2:00 p.m., at the offices of Sargent's Court Reporting Service, 106 North Second Street, Clearfield, Pennsylvania 16830, at which time and place you are invited to appear and take such part as shall be fitting and proper.

The deposition shall be taken before a Notary Public employed by Sargent's Court Reporting Service.

EDGAR SNYDER & ASSOCIATES, LLC

By

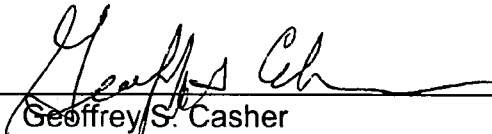
A handwritten signature in black ink, appearing to read 'Geoffrey S. Casher', is written over a horizontal line.

Geoffrey S. Casher  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above **NOTICE OF DEPOSITION** was served on all Counsel of Record by First Class Mail, postage prepaid, on this 9th day of May, 2002.

EDGAR SNYDER & ASSOCIATES, LLC

By   
Geoffrey S. Casher  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

No. 01 - 924 - CD

**STIPULATION TO AMEND THE  
CAPTION**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address:  
gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

MAY 10 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01 - 924 - CD

Plaintiffs

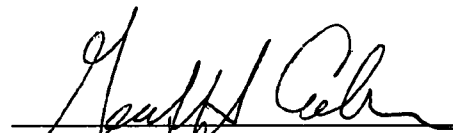
vs.


MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**STIPULATION TO AMEND THE CAPTION**

Plaintiffs and Defendants hereby agree and stipulate that the name of the Defendant, Matthew Brian Jury, shall be changed for the caption from "Matthew Brian Jury" to "Brian Matthew Jury". Plaintiffs shall file this Stipulation without the need for leave of Court.

  
\_\_\_\_\_  
Geoffrey S. Casher, Esquire  
Attorney for Plaintiffs

  
\_\_\_\_\_  
R. Denning Gearhart, Esquire  
Attorney for Defendants



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No 01 - 924 - CD  
SHEILA PETROSKY,

Plaintiffs

VS.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Stipulation to Amend the  
Caption was served on all Counsel listed below, by First Class Mail, postage prepaid, on  
this 20TH day of FEBRUARY, 2002:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield PA 16830

  
\_\_\_\_\_  
Geoffrey S. Casher  
Attorney for Plaintiffs

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01 - 924 - CD

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

**PRAECIPE FOR TRIAL LIST**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address:  
gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

JAN 10 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

No. 01 - 924 - CD

Plaintiffs

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY, and STANLEY  
JURY,

Defendants

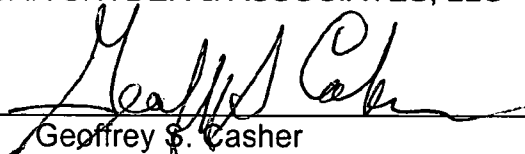
**PRAECIPE TO PLACE CASE ON TRIAL LIST**

To: Prothonotary of Clearfield County

Kindly place the within matter on the next available Civil Jury Trial List.

EDGAR SNYDER & ASSOCIATES, LLC

By

  
Geoffrey S. Casher  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Praeipce for Trial List was served on all Counsel listed below by First Class Mail, postage prepaid, on this

9<sup>th</sup> day of January, 2003:

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield PA 16830

  
\_\_\_\_\_  
Geoffrey S. Casher  
Attorney for Plaintiff

**FILED**

NO  
cc

*5/28/88*  
*M 11-41/88*  
JAN 10 2003

*copy to CIA*

William A. Shaw  
Prothonetary

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

TERRY ALAN PETROSKY  
and SHEILA PETROSKY,

Plaintiffs

VS.

NO. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,

Defendants

CASE NUMBER: 01-924-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: AFFIDAVIT OF MAILING

FILED ON BEHALF OF: Defendants/Clearfield County Grange Mutual Ins.

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

APR 04 2003

William A. Shaw  
Prothonotary

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

TERRY ALAN PETROSKY	:	
AND SHEILA PETROSKY,	:	
PLAINTIFFS	:	
VS.	:	NO. 01-924-CD
	:	
MATTHEW BRIAN JURY,	:	
REBECCA JURY AND STANLEY JURY,	:	
DEFENDANTS	:	

AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

THIS IS TO CERTIFY THAT THE UNDERSIGNED HAS ON THIS DATE SERVED  
A COPY OF THE DEFENDANTS' PRETRIAL STATEMENT FILED IN THE ABOVE CAPTIONED  
MATTER ON THE PLAINTIFFS THROUGH PLAINTIFFS' ATTORNEY BY DEPOSITING SUCH  
DOCUMENTS IN THE UNITED STATES MAIL POSTAGE PRE-PAID AND ADDRESSED AS  
FOLLOWS:

GEOFFREY S. CASHER, ESQ.  
EDGAR SNYDER & ASSOCIATES  
100 WEST HIGH STREET  
EBENSBURG, PA 15931

BY: \_\_\_\_\_

R. DENNING GEARHART, ESQ.  
ATTORNEY FOR DEFENDANTS

DATED: APRIL 4, 2003

FILED

APR 04 2003

6/2:19 PM  
William A. Shaw  
Prothonotary  
cc



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

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,  
Plaintiffs

vs.

MATTHEW BRIAN JURY, REBECCA  
JURY, and STANLEY JURY,  
Defendants

NO. 2001-924-C.D.

**FILED**

APR 17 2003

William A. Shaw  
Prothonotary

O R D E R

NOW, this 14<sup>th</sup> day of April, 2003, following Pre-Trial Conference with counsel for the parties as set forth above and the Court, it is the ORDER of this Court as follows:

1. Jury Trial is scheduled for July 24, 2003 and July 25, 2003 at 9 o'clock a.m., Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.

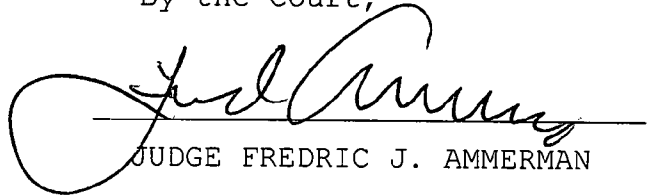
2. Jury Selection will be held on April 29, 2003, commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

3. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of Trial shall submit said objections to the Court, in writing, no later than thirty (30) days prior to the commencement of Trial. All objections shall reference specific page and line numbers within the deposition(s) in

question along with that party's brief relative same. The opposing party shall submit its brief in opposition to said objections no later than fifteen (15) days prior to the commencement of Trial.

4. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than thirty (30) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than fifteen (15) days prior to trial.

By the Court,



JUDGE FREDRIC J. AMMERMAN

FILED

APR 17 2003

0/11:50/1m  
William A. Shaw  
Prothonotary

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CERT TO ATTY

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2 - GERRANT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs

vs.

MATTHEW JURY, REBECCA  
JURY and STANLEY JURY,

Defendants

No. 01-924-CD

NOTICE OF VIDEOTAPE DEPOSITION

Filed on behalf of:  
Plaintiffs

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address: gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

APR 23 2003

William A. Shaw  
Prethenotary

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

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,

Plaintiffs,

vs.

MATTHEW BRIAN JURY, REBECCA  
JURY and STANLEY JURY,

Defendants.

**NOTICE OF VIDEOTAPE DEPOSITION**

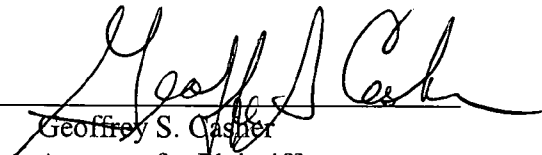
To: R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830

PLEASE TAKE NOTICE that Plaintiffs by their Attorneys, EDGAR SNYDER & ASSOCIATES, LLC, will take the deposition by videotape of Dr. Douglas Yingling for use at trial pursuant to the Pennsylvania Rules of Civil Procedure before a court reporter duly authorized to administer oaths on July 10, 2003 at 10:00 a.m. at the offices of Douglas B. Yingling, 1212 Turnpike Avenue, Clearfield, Pa at which time you are invited to appear and take such part as shall be fitting and proper.

The videotape deposition shall be taken before a Notary Public employed by Sargents Court Reporting, and the videotape operator shall be Sargents Court Reporting.

EDGAR SNYDER & ASSOCIATES, LLC

By

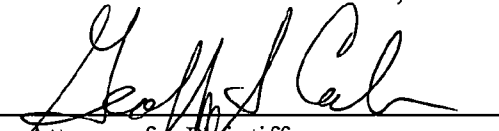
  
Geoffrey S. Casher  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above **NOTICE OF VIDEOTAPE DEPOSITION** was served on all Counsel of Record by First Class Mail, postage prepaid, on this 22 day of April, 2003.

EDGAR SNYDER & ASSOCIATES, LLC

By

  
Attorney for Plaintiffs

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No. 01-924-CD  
SHEILA PETROSKY,

Plaintiffs

**MOTION IN LIMINE**

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY and  
STANLEY JURY,

Defendants

Filed on behalf of:  
Plaintiffs

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address: gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

JUN 23 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and  
SHEILA PETROSKY,  
Plaintiffs

vs.

No. 2001-924-C.D.

MATTHEW BRIAN JURY,  
REBECCA JURY and  
STANLEY JURY,  
Defendants

**MOTION IN LIMINE TO EXCLUDE EVIDENCE OF ALCOHOL  
CONSUMPTION BY THE PLAINTIFF THROUGH TESTIMONY AND/OR  
MEDICAL RECORDS**

AND NOW, comes the Plaintiff, TERRY ALAN PETROSKY and SHEILA PETROSKY, by and through their attorneys, EDGAR SNYDER & ASSOCIATES, LLC and GEOFFREY S. CAHSER, ESQUIRE and files the within Motion in Limine to Exclude Evidence of Alcohol Consumption by the Plaintiff through Testimony and/or Medical Records, avering and in support thereof as follows:

1. The Plaintiff, TERRY ALAN PETROSKY sustained personal injuries and damages on or about July 15, 2000 when he was traveling along State Route 2012 in the municipality of Decatur Township, Clearfield, Pennsylvania on his 1982 Harley Davidson Motorcycle. At that time, the Plaintiff struck a Shetland Pony owned by the Defendants causing his motorcycle wreck.



2. The Plaintiff has alleged, in the Complaint, various averments of negligence and this case has been set for trial for July 24 and July 25, 2003, Courtroom No. 2, Clearfield County, Pennsylvania.

3. Pursuant to Pretrial Order, all Motions in Limine are to be filed no later than thirty days prior to the commencement of trial.

4. The Plaintiff believes and therefore avers that the Defendants and/or their counsel may attempt to elicit testimony and/or introduce evidence from medical records which suggest that the Plaintiff, TERRY ALAN PETROSKY, may have consumed alcohol on the day in question prior to the occurrence of the aforementioned accident.

5. Plaintiff expects opposing counsel, R. DENNING GEARHART, to refer to the alleged alcohol consumption prior to the incident in question. Plaintiff also expects Defendants to attempt to introduce evidence of alcohol consumption through testimony and/or potential use of medical records.

6. The Plaintiff has not retained a toxicologist or other expert to testify regarding the effects of alcohol consumption by the Plaintiff.

7. The only reference to alcohol consumption that the Defendant has referred to in pretrial meeting or by way of conversation with the Plaintiff's counsel is the deposition testimony of TERRY ALAN PETROSKY taken on February 14, 2002.

8. The deposition testimony on pages 20 through 23 indicate that the Plaintiff had one beer when he and some friends stopped at an establishment named "Leather and Lace." He further indicated that he may have had two other beers between 3:00 p.m. and 6:00 p.m. during the day. Attached herein please find deposition transcript pages 20 through 23.

9. Plaintiff is not aware of any evidence from any source whatsoever, that established physical conduct that would infer intoxication or unfitness on part of the Plaintiff, TERRY ALAN PETROSKY. The Plaintiffs fear that the Defendants reference in any manner at the trial to any alleged alcohol consumption on the part of the Plaintiff would severely prejudice the Plaintiffs' case.

10. Plaintiff avers that the introduction of said evidence is intended merely to inflame the prejudice of the jury and to prejudice the Plaintiff's case.

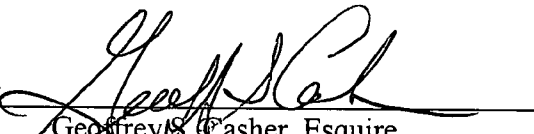
11. Such references to alcohol consumption abstinence any evidence of intoxication is unfairly prejudicial unless it reasonably establishes intoxication. See Cusatis vs. Reighert, 267 PA Super. 247, 406 A2d. 787, 1979.

12. Plaintiff respectfully requests the preclusion of the testimony and/or introduction of any other evidence which in any way suggests that the Plaintiff may have consumed alcohol on the date in question.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order prohibiting defense counsel from making any reference whatsoever to the consumption of alcohol by the Plaintiff, and to further preclude defense counsel from introducing any other evidence such as medical records, referencing consumption of alcohol by the Plaintiff.

Respectfully submitted,

EDGAR SNYDER & ASSOCIATES, LLC

By   
Geoffrey S. Casher, Esquire  
Attorney for Plaintiffs

1 A. Yeah. They have  
2 electricity, yeah.

3 Q. Did they have any kind of  
4 refrigerator or stove or appliances?

5 A. I didn't see a stove or a  
6 refrigerator, I don't think.

7 Q. When you say you ate  
8 there, did you bring the food or did  
9 they have the food?

10 A. They had some food there.  
11 It was just like a picnic.

12 Q. Did you have to buy the  
13 food?

14 A. No, I didn't have to buy  
15 the food.

16 Q. They just gave food away  
17 free?

18 A. (Indicating yes).

19 Q. Were you drinking at all?

20 A. On the way back home that  
21 night we stopped for a pizza. And I  
22 had a beer with my pizza.

23 Q. Where?

24 A. At Haversack's (phonetic)  
25 up on the hill.

1 Q. Leather and Lace?

2 A. (Indicating yes).

3 ATTORNEY GEARHART:

4 Off the record for a  
5 minute.

6 OFF RECORD DISCUSSION

7 BY ATTORNEY GEARHART:

8 Q. How long were you there?

9 A. I'd say about 45 minutes  
10 to an hour.

11 Q. Is that the only time you  
12 had anything to drink that whole  
13 day?

14 A. Well, at the picnic I had  
15 like two beers.

16 Q. What time of day were you  
17 at the picnic?

18 A. It was probably from 3:00  
19 to 6:00. I'm not sure. I don't  
20 remember.

21 Q. Was that eating? What did  
22 you do for three hours?

23 A. They had what's called a  
24 rodeo. There was events with  
25 motorcycles.

1 Q. So you stopped at Leather  
2 and Lace for pizza and you say you  
3 had a beer?

4 A. (Indicating yes).

5 Q. And what time did you  
6 leave Leather and Lace?

7 A. I'm thinking about nine  
8 o'clock.

9 Q. Who was with you at that  
10 time?

11 A. Chris Hartman.

12 OFF RECORD DISCUSSION

13 BY ATTORNEY GEARHART:

14 Q. Was Chris on a motorcycle  
15 at the time?

16 A. Yes.

17 Q. And the two of you left  
18 Leather and Lace together?

19 A. Well, he went to  
20 Clearfield and I headed home.

21 Q. Do you know what road you  
22 were traveling on?

23 A. Well, I don't know.  
24 There's --- it's probably one of  
25 those township roads from Leather

1 and Lace where you go over to  
2 Font's. Do you know where Font's  
3 is?

4 Q. Yes.

5 A. Then it's a straight  
6 shot. I don't know the road number  
7 is.

8 Q. And at that point you were  
9 by yourself?

10 A. Yes, sir.

11 Q. What was the weather like  
12 that day? You said that it rained  
13 earlier?

14 A. Well, see it poured rain  
15 on our trip home, yeah.

16 Q. It poured rain. What do  
17 you mean?

18 A. It was raining and we had  
19 to stop. I don't know how long we  
20 stopped.

21 Q. Where did you stop?

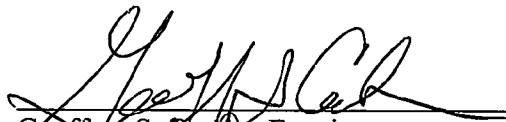
22 A. What's that town up  
23 there? I think we pulled over in  
24 Mahaffey.

25 Q. From Cherry Tree, you

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Motion in Limine was served on all counsel listed below, by First Class Mail, postage prepaid, on this 23<sup>rd</sup> day of June, 2003:

**R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830**

  
\_\_\_\_\_  
Geoffrey S. Gasher, Esquire  
Attorney for Plaintiffs

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

TERRY ALAN PETROSKY  
and SHEILA PETROSKY,  
Plaintiff

vs.

No. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,  
Defendant

CASE NUMBER: 01-924-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: REQUEST FOR CONTINUANCE

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

JUL 01 2003

William A. Shaw  
Prothonotary



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

TERRY ALAN PETROSKY  
and SHEILA PETROSKY,  
Plaintiff

vs.

No. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,  
Defendant

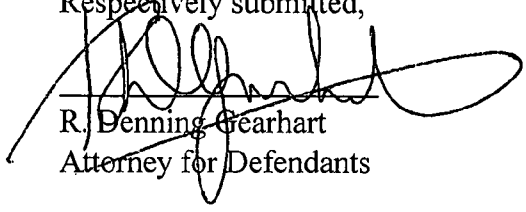
REQUEST FOR CONTINUANCE BY DEFENDANTS' COUNSEL

AND NOW COMES Your Movant, R. Denning Gearhart, Attorney for the Defendant, who Moves for a Continuance and in support thereof, avers as follows:

1. That the same is schedule for Trial by Jury on July 24-25, 2003, before Your Honorable Court.
2. In addition, a videotaped deposition of Dr. Douglas Yingling, the treating physician of the Plaintiff, is scheduled for July 10.
3. The Attorney for the Defendant, Your Movant, is scheduled for surgery on July 8, 2003, and anticipates that three weeks will be required for recovery. A copy explaining the necessity of that surgery and the surgery and recovery hereto in Exhibit "A."

WHEREFORE, Your Movant, R. Denning Gearhart, prays Your Honorable Court, continue the trial scheduled for July 24 and 25, 2003, and to place the above case on the Autumn Civil Trial list. Further, Your Movant asks that the Court require the Depositions scheduled for July 10, 2003, be delayed.

Respectively submitted,

  
R. Denning Gearhart  
Attorney for Defendants

**TIMOTHY S. PHILLIPS, M.D.**

GENERAL SURGERY  
MEDICAL ARTS BUILDING, SUITE 120  
807 TURNPIKE AVE.  
CLEARFIELD, PA 16830  
TELEPHONE (814) 765-8590

July 1, 2003

Hon. Frederic J. Ammerman  
Courthouse Annex  
Clearfield County Courthouse  
Clearfield, PA 16830

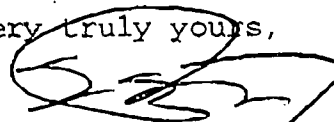
Dear Judge:

I have been treating Denning Gearhart for a venostasis ulcer on the outside of his left foot/ankle for several years. Apparently he had an orthopedic surgery in 1970. The scar from that surgery started to split open when his legs swell - a common occurrence due to their lack of use - causing a reoccurrence of the ulcer. Due to neurologic problems associated with his cerebral palsy, this ulcer is inordinately and extremely painful.

It has become increasingly more difficult to heal. The last occurrence has lasted since December, and shows no signs of healing. As a result, I referred him to Dr. Frederick Heckler at Allegheny General Hospital. Dr. Heckler intends to operate on Denning on July 8. The operation will take six to eight hours, and will consist of the removal of a patch of skin and an artery from Denning's right arm, and a transplant and graft to his left foot. Following the surgery, he will be in the Intensive Care Unit at AGH for a couple of days, followed by further hospitalization for another week. He can be discharged after that, but, for two weeks, must keep foot elevated higher than his heart in order to guarantee that no edema (swelling) will interfere with the graft or the sutures of the artery. For obvious reasons related to Denning's disability, size and living arrangements, it is anticipated he will be transferred by ambulance to Clearfield Hospital.

In all, Denning will be unable to assume his normal routine for at least three weeks after surgery. He advised you require an explanation from a physician before you will excuse him from scheduled court appearances. If this is not sufficient please advise.

Very truly yours,



Timothy S. Phillips, M.D.

TSP/jed

EXHIBIT "A"

IN THE COURT OF COMMON PLEASE  
OF CLEARFIELD COUNTY, PA

**FILED**

3:55 PM 1cc to City

JUL 01 2003

William A. Shaw  
Prothonotary

REQUEST FOR CONTINUANCE

TERRY ALAN PETROSKY  
and SHEILA PETROSKY,  
PLAINTIFFS

VS.

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,  
DEFENDANTS

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

TERRY ALAN PETROSKY  
and SHEILA PETROSKY,  
Plaintiff

VS.

No. 01-924-CD

MATTHEW BRIAN JURY,  
REBECCA JURY and STANLEY JURY,  
Defendant

ORDER

Now this 2 day of July 2003, upon consideration of Motion for Continuance filed by R. Denning Gearhart of Attorney for Defendant. The trial for Continuance scheduled for July 24 and 25, 2003, is hereby continued and placed on the Autumn Civil Trial list. Further, the Parties shall reschedule their Deposition of Plaintiffs medical expert.

By the Court,

  
Judge

FILED

JUL 02 2003

William A. Shaw  
Prothonotary

FILED

2cc

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Att'y General

JUL 0 2 2003

~~824~~

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERRY ALAN PETROSKY and No. 01-924-CD  
SHEILA PETROSKY,

Plaintiffs

**PRAECIPE TO SETTLE AND  
DISCONTINUE**

vs.

MATTHEW BRIAN JURY,  
REBECCA JURY and  
STANLEY JURY,

Defendants

Filed on behalf of:  
Plaintiffs

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address: gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

JUL 29 2003

William A. Shaw  
Prothonotary

FILED

*M 1:55 PM 2003*

JUL 29 2003

*2003*

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

COPY

**Terry Alan Petrosky  
Sheila Petrosky**

**Vs.**

**No. 2001-00924-CD**

**Matthew Brian Jury  
Rebecca Jury  
Stanley Jury**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 29, 2003, marked:

Settled, Discontinued and Ended.

Record costs in the sum of \$254.43 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of July A.D. 2003.

---

William A. Shaw, Prothonotary



Date		Judge
06/14/2001	✓ Filing: Civil Complaint Paid by: Cashier, Geoffrey S. Esq (attorney for Petrosky, Terry Alan) Receipt number: 1826890 Dated: 06/14/2001 Amount: \$80.00 (Check) Three CC Sheriff	No Judge
07/03/2001	✓ Entry of Appearance, on behalf of Defendants. s/R. Denning Gearhart, Esq. no cc	No Judge
07/13/2001	✓ Sheriff Return, Complaint served upon Rebecca Jury and Matthew Brian Jury. Returned the Complaint in Mortgage Foreclosure "Not Found" as to Stanley Jury. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm no cc	No Judge
08/30/2001	✓ Answer to Complaint, filed by s/R. Denning Gearhart, Esq. Affidavit, s/Matthew Brian Jury and s/Stamley Jury 3 cc Atty Gearhart	No Judge
08/31/2001	✓ Notice of Service of Interrogatories and Request for Production Directed to Defendants, upon R. Denning Gearhart, Esq. Filed by s/Geoffrey S. Cashier, Esq. no cc	No Judge
11/05/2001	✓ Reply to New Matter. Filed by s/Geoffrey S. Cashier, Esq. Verification. s/Terry Alan Petrosky s/Sheila Petrosky Cert of Svc	No Judge
02/07/2002	✓ Notice of Deposition of Matthew Brian Jury to R. Denning Gearhart, Esq. Filed by s/Geoffrey S. Cashier, Esq. Cert of Svc no cc	No Judge
	✓ Notice of Deposition of Rebecca Jury to R. Denning Gearhart, Esq. Filed by s/Geoffrey S. Cashier, Esq. Cert of Svc no cc	No Judge
	✓ Notice of Deposition of Stanley Jury to R. Denning Gearhart, Esq. Filed by s/Geoffrey S. Cashier, Esq. Cert of Svc no cc	No Judge
02/08/2002	✓ Notice of Taking Deposition On Oral Examination Under Rule 4007.1 Of Terry Alan Petrosky. Filed by s/R. Denning Gearhart, Esq. Certificate of Service no cc	No Judge
02/21/2002	✓ Notice of Service of Request for Production upon R. Denning Gearhart, Esquire. Filed by s/Geoffrey S. Cashier, Esq. no cc	No Judge
03/26/2002	✓ Defendant, Matthew Brian Jury's Answers to Request for Production of Documents. Filed by s/R. Denning Gearhart, Esq. no cc	No Judge
05/06/2002	Filing: Subpoena Paid by: Cashier, Geoffrey S. Esq (attorney for Petrosky, Sheila) Receipt number: 1842084 Dated: 05/06/2002 Amount: \$3.00 (Check)	No Judge
05/10/2002	✓ Notice of Deposition to R. Denning Gearhart, Esq., filed by Geoffrey S. Cashier, Esq. No. cc, Cert. of Service., No Cc.	No Judge
	✓ Stipulation to Amend Caption, Caption to be changed from "Matthew Brian Jury" to Brian Matthew Jury", filed by Geoffrey S. Cashier, Esquire, No. cc.	No Judge
01/10/2003	✓ Praeipce for Trial List filed by Atty. for Plaintiff. No cc. copy to CA	No Judge
04/04/2003	✓ Affidavit of Mailing, Defendant's Pretrial Statement upon GEOFFREY S. CASHIER, ESQ. s/R. Denning Gearhart, Esq. no cc	Fredric J. Ammerman
04/17/2003	✓ ORDER, NOW, this 14th day of April, 2003, re: Jury Trial July 24/25, 2003 at 9:00 a.m. Jury Selection April 29, 2003 at 9:00 a.m. etc. by the Court, s/FJA,J. 2 cc to Atty Cashier, Gearhart	Fredric J. Ammerman
04/23/2003	✓ Notice of Videotape Deposition of Dr. Douglas Yingling. filed by s/Geoffrey S. Cashier, Esq. Certificate of Service no cc	Fredric J. Ammerman
06/23/2003	✓ Motion In Limine To Exclude Evidence Of Alcohol Consumption By The Plaintiff Through Testimony and/or Medical Records. filed by s/Geoffrey S. Cashier, Esquire Certificate of Service 1 cc to Atty	Fredric J. Ammerman
07/01/2003	✓ Motion for Continuance filed on behalf of Defendant by Atty. Gearhart. 1 cc to Atty.	Fredric J. Ammerman

Date: 08/11/2003

**Clearfield County Court of Common Pleas**

User: DGREGG

Time: 12:18 PM

ROA Report

Page 2 of 2

Case: 2001-00924-CD

Current Judge: Fredric J. Ammerman

Terry Alan Petrosky, Sheila Petrosky vs. Matthew Brian Jury, Rebecca Jury, Stanley Jury

Civil Other

Date		Judge
07/02/2003	✓ ORDER, NOW, this 2nd day of July, 2003, re; Trial scheduled for July 24 and 25, 2003, is hereby CONTINUED and placed on the Autumn Civil Trial list. Further, the Parties shall rescheduled their Deposition of Plaintiffs medical expert. by the Court, s/FJA,J. 2 cc Atty Gearhart	Fredric J. Ammerman
07/29/2003	✓ Praeipe To Settle And Discontinue. filed by s/Geoffrey S. Casher, Esquire 2 cc & Disc. to Atty.	Fredric J. Ammerman
	SETTLED AND DISCONTINUED	Fredric J. Ammerman