

01-1935-CD  
Vinson Santelmo, et ux -vs- Dennis F. Leighty, JR, et ux  
t/d/b/a Denny's Beer Barrel  
Pub

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

**CIVIL DIVISION**

No.: 01-1935-CD

Issue:

CODE:

**COMPLAINT**

Filed on behalf of the Plaintiff.

Counsel of Record for this Party:

Stephen P. Drexler, Esquire  
PA I.D. #76108

Ainsman & Levine, P.C.  
Firm #975

2201 Grant Building  
Pittsburgh, PA 15219  
(412) 338-9030

**FILED**

NOV 30 2001

**JURY TRIAL DEMANDED**

AL043421.1

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

**CIVIL DIVISION**

No.:

Issue:

CODE:

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

**COMPLAINT**

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff.

You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY COURTHOUSE  
Attn: DAVID S. MEHOLIK, Court Administrator  
1 North Second Street  
Clearfield, PA 16830  
Telephone: (814) 765-2641 ext. 32

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife

**CIVIL DIVISION**

No.:

Plaintiffs,

Issue:

v.

CODE:

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

**COMPLAINT**

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes the Plaintiff, Vinson Santelmo, and Karen Santelmo, his wife, by and through their attorneys, Ainsman & Levine, P.C., and Stephen P. Drexler, Esquire, and files the following Complaint in Civil Action, and in support thereof aver the following:

1. Plaintiff, Vinson Santelmo, and Karen Santelmo, his wife, are adult individuals who currently resides in Clearfield County at 212 Shardan Avenue, Curwensville, Pennsylvania 16833.

2. Defendants, Dennis F. Leighty, Jr., and Jean M. Leighty, his wife, t/d/b/a Denny's Beer Barrel Pub (hereinafter "Denny's"), are the owners of property located in Clearfield County at 1423 Dorey Street, Curwensville, PA 16830.

3. At all times pertinent hereto the Defendant, Denny's, and/or its agents, servants, and employees owned, possessed, controlled and/or maintained the subject parking lot situated on the property as described in Paragraph two (2) herein.

4. At all times pertinent hereto, Plaintiff, Vinson Santelmo, acted with all due care and regard for his own safety and well-being.

5. The events hereinafter described occurred on the subject parking on or about December 11, 2000 at approximately 10:00 p.m.

6. At that time and place, Plaintiff, Vinson Santelmo, was walking from Denny's Pub to his parked automobile across the packed snow and ice covered parking lot.

7. As a result of the unsafe, dangerous, and hazardous condition, of Defendant's parking lot, Plaintiff was caused to slip and fall.

8. Solely as a result of the negligence of the Defendant, Plaintiff sustained the following injuries all of which are or may be permanent in nature:

- a. Sprains and strains of the left knee and ankle;
- b. Contusion left knee and ankle;
- c. Trimalleolar fracture of the left ankle; and
- h. Possible other serious and/or permanent injuries.

9. As a result of these injuries, Plaintiff, Vinson Santelmo, has sustained the following damages:

- a. He has endured and may continue to endure pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma;
- b. He has been and may continue to be required to expend large sums of money for medical treatment and care, medical supplies, rehabilitation, medicines, and other attendant services;
- c. His general health, strength, and vitality have been impaired;
- d. He has suffered, and may in the future suffer from a wage loss and/or earnings impairment; and

- e. He has been and may in the future be unable to enjoy various pleasures of life that he previously enjoyed.

**COUNT I**  
**Vinson Santelmo v. Denny's**  
**NEGLIGENCE**

10. Paragraphs one (1) through and including nine (9) are hereby incorporated as if fully set forth herein.

11. The losses, injuries, and damages sustained by Plaintiff, Vinson Santelmo, as set forth above, were caused by the negligence of Defendant, Denny's, and/or its agents, servants, or employees, in some or all of the following particulars:

- a. In permitting the parking lot to be, and to remain in, a dangerous and unsafe condition, when it knew or should have known, that the parking lot was covered with packed snow and ice and presented a risk of injury to those pedestrians walking thereon;
- b. In failing to reasonably inspect the parking lot in front of their building;
- c. In failing to remove the snow and ice when the defendant knew, or should have known, of the existence of the dangerous and/or hazardous condition it created and that this created a serious risk of injury to pedestrians walking thereon.
- d. In failing to cordon off or otherwise block access to the part of the parking lot where the pavement was broken and chipped;
- e. In failing to warn or otherwise notify Plaintiff of the packed snow and ice on its property;
- f. In failing to exercise that regard and care for the rights and safety of plaintiff required of the defendant under the law; and
- g. In failing to take adequate measures to ensure the safety of those utilizing the parking lot.

**WHEREFORE**, Plaintiff, Vinson Santelmo, demands judgment against the Defendants, Denny's, for an amount in excess of the Arbitration limits of this County plus costs and interest

**COUNT II**  
**Karen Santelmo v. Denny's**  
**LOSS OF CONSORTIUM**

12. Paragraphs one (1) through and including eleven (11) are hereby incorporated as if fully set forth herein.

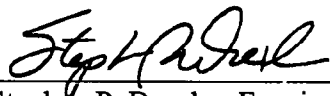
13. Plaintiff, Karen Santelmo, is and, at all times pertinent hereto, was married to Plaintiff, Vinson Santelmo, and resided with him in Clearfield County, Pennsylvania at the address specified in Paragraph one (1) herein.

14. Solye as a result of the negligence of Denny's, the Plaintiff, Karen Santelmo has suffered the following damages:

- a. She has been and will be required to expend large sums of money for her husband's surgical and medical care, hospitalization, medical supplies, surgical appliances, medicines, and attendant services; and
- b. She has been and will in the future be deprived of the services, assistance, and companionship of her husband.

**WHEREFORE**, Plaintiff, Karen Santelmo, demands judgment against the Defendants, Denny's, for an amount in excess of the Arbitration limits of this County plus costs and interest.

Respectfully submitted,  
Ainsman & Levine, P.C.

By:   
Stephen P. Drexler, Esquire  
Counsel for Plaintiff

VERIFICATION

We verify that the statements made in the COMPLAINT IN CIVIL ACTION are true and correct; that the attached COMPLAINT IN CIVIL ACTION is based upon information which we have furnished to our counsel and information which has been gathered by our counsel in the preparation of the lawsuit. The language of the COMPLAINT IN CIVIL ACTION is that of counsel and not of the Plaintiffs. We have read the COMPLAINT IN CIVIL ACTION and to the extent that the COMPLAINT IN CIVIL ACTION is based upon information which we have given to our counsel, it is true and correct to the best of our knowledge, information and belief. To the extent that the content of the COMPLAINT IN CIVIL ACTION is that of counsel, We have relied upon counsel in making this Verification. We understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 11/17/01

Vinson Santelmo  
VINSON SANTELMO

Karen Santelmo  
KAREN SANTELMO



FILED

NOV 30 2001

*for* *M/2008/atty* *Dex*  
William A. Shaw  
Prothonotary

*pd \$80.00*

*lc Sheryl*

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**PRAECIPE FOR APPEARANCE**

Filed on behalf of the Defendants,  
Dennis F. Leighty, Jr., and  
Jean M. Leighty, his wife, t/d/b/a  
Denny's Beer Barrel Pub

Counsel of Record for this Party:

Donald J. McCormick, Esquire  
PA I.D. #19850

GORR, MOSER, DELL & LOUGHNEY, LLC  
Firm #753

1300 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219-6002  
(412) 471-1180

**JURY TRIAL DEMANDED**

**FILED**

DEC 21 2001

M/12:45/ny  
William A. Shaw  
Prothonotary

no c/c

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**PRAECIPE FOR APPEARANCE**

TO: Prothonotary

Kindly enter our appearance on behalf of DENNIS F. LEIGHTY, JR., and JEAN M. LEIGHTY, his wife, t/d/b/a DENNY'S BEER BARREL PUB, Defendants, in the above-captioned matter.

GORR, MOSER, DELL & LOUGHNEY LLC

A handwritten signature in black ink, appearing to read "Donald J. McCormick", is written over a horizontal line.

Donald J. McCormick, Esq.  
Attorneys for Defendants

**JURY TRIAL DEMANDED**

**CERTIFICATE OF SERVICE**

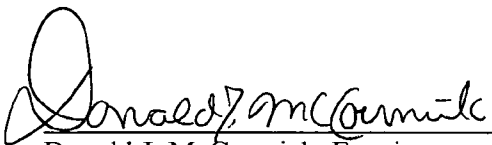
This is to certify that a true and correct copy of the within Praeceptum for Appearance has been served on this 19th day of December, 2001, upon all parties, either individually or through counsel by:

  X   First Class, Mail, Postage Pre-Paid                             Hand Delivery  
       Certified Mail-Return Receipt Requested                  Facsimile Transmission

at the following address(es):

Stephen P. Drexler, Esq.  
Ainsman & Levine, P.C.  
2201 Grant Building  
Pittsburgh, PA 15219  
(*Counsel for Plaintiff*)

Gorr, Moser, Dell & Loughney, LLC

By:   
Donald J. McCormick, Esquire  
Counsel for Defendants, Dennis F.  
Leighty, Jr., and Jean M. Leighty,  
his wife, t/d/b/a Denny's Beer  
Barrel Pub

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
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Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No.: 01-1935 CD

NOTICE OF SERVICE OF  
DISCOVERY REQUESTS

Filed on behalf of the Plaintiff.

Counsel of Record for this Party:

Stephen P. Drexler, Esquire  
PA I.D. #76108

Ainsman & Levine, P.C.  
Firm #975

2201 Grant Building  
Pittsburgh, PA 15219  
(412) 338-9030

**FILED**

JAN 07 2002

M / 1:45/473  
William A. Shaw  
Prothonotary

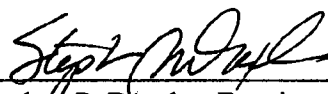


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CERTIFICATE OF SERVICE

I, STEPHEN P. DREXLER, the undersigned, do hereby certify that a true and correct copy of the foregoing Notice of Service of Discovery Requests has been served on all interested parties, by U.S. First Class Mail, on this 4TH day of JANUARY, 2002.

AINSMAN & LEVINE, P.C.

By:   
Stephen P. Drexler, Esquire

**FILED**

JAN 07 2002

William A. Shaw  
Prothonotary



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

Sheriff Docket # 11802

SANTELMO, VINSON & KAREN

01-1935-CD

VS.

LEIGHTY, DENNIS F. JR. & JEAN M. t/d/b/a DENNY'S EER BARREL PUB

COMPLAINT

**SHERIFF RETURNS**

NOW, DECEMBER 11, 2001 AT 8:17 A.M. EST SERVED THE WITHIN COMPLAINT ON DENNIS F. LEIGHTY, JR., DEFENDANT AT EMPLOYMENT, 1423 DOREY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS F. LEIGHTY, JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW, DECEMBER 11, 2001 AT 8:17 A.M. EST SERVED THE WITHIN COMPLAINT ON JEAN M. LEIGHTY, DEFENDANT AT EMPLOYMENT, 1423 DOREY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS F. LEIGHTY, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ANDE MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY:NEVLING

NOW, DECEMBER 11, 2001 AT 8:17 A.M. EST, SERVED THE WITHIN COMPLAINT ON DENNIS F. LEIGHTY, JR., t/d/b/a DENNY'S BEER BARREL PUB, DEFENDANT AT EMPLOYMENT, 1423 DOREY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS F. LEIGHTY JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY:NEVLING

**Return Costs**

Cost	Description
37.00	SHERIFF HAWKINS, PAID BY ATTY.
30.00	SURCHARGE PAID BY ATTY.

**FILED**

012:15  
JAN 16 2002

William A. Shaw  
Prothonotary

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

Sheriff Docket # 11802

SANTELMO, VINSON & KAREN

01-1935-CD

VS.

LEIGHTY, DENNIS F. JR. & JEAN M. t/d/b/a DENNY'S EER BARREL PUB

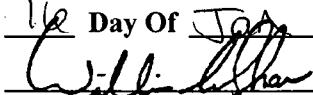
COMPLAINT

**SHERIFF RETURNS**



---

Sworn to Before Me This

So Answers,

16 Day Of July 2002  


WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

  
Chester A. Hawkins  
Sheriff  


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No.: 01-1935-CD

Issue:

CODE:

COMPLAINT

Filed on behalf of the Plaintiff.

Counsel of Record for this Party:

Stephen P. Drexler, Esquire  
PA I.D. #76108

Ainsman & Levine, P.C.  
Firm #975

2201 Grant Building  
Pittsburgh, PA 15219  
(412) 338-9030

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

DEC 07 2001

Attest:

  
Prothonotary

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

CIVIL DIVISION

No.: 01-1935-CP

Issue:

CODE:

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

COMPLAINT

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You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY COURTHOUSE  
Attn: DAVID S. MEHOLIK, Court Administrator  
1 North Second Street  
Clearfield, PA 16830  
Telephone: (814) 765-2641 ext. 32

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife

CIVIL DIVISION

No.: 01-1935-CP

Plaintiffs,

Issue:

v.

CODE:

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

COMPLAINT

COMPLAINT IN CIVIL ACTION

AND NOW, comes the Plaintiff, Vinson Santelmo, and Karen Santelmo, his wife, by and through their attorneys, Ainsman & Levine, P.C., and Stephen P. Drexler, Esquire, and files the following Complaint in Civil Action, and in support thereof aver the following:

1. Plaintiff, Vinson Santelmo, and Karen Santelmo, his wife, are adult individuals who currently resides in Clearfield County at 212 Shardan Avenue, Curwensville, Pennsylvania 16833.
2. Defendants, Dennis F. Leighty, Jr., and Jean M. Leighty, his wife, t/d/b/a Denny's Beer Barrel Pub (hereinafter "Denny's"), are the owners of property located in Clearfield County at 1423 Dorey Street, Curwensville, PA 16830.
3. At all times pertinent hereto the Defendant, Denny's, and/or its agents, servants, and employees owned, possessed, controlled and/or maintained the subject parking lot situated on the property as described in Paragraph two (2) herein.

4. At all times pertinent hereto, Plaintiff, Vinson Santelmo, acted with all due care and regard for his own safety and well-being.

5. The events hereinafter described occurred on the subject parking on or about December 11, 2000 at approximately 10:00 p.m.

6. At that time and place, Plaintiff, Vinson Santelmo, was walking from Denny's Pub to his parked automobile across the packed snow and ice covered parking lot.

7. As a result of the unsafe, dangerous, and hazardous condition, of Defendant's parking lot, Plaintiff was caused to slip and fall.

8. Solely as a result of the negligence of the Defendant, Plaintiff sustained the following injuries all of which are or may be permanent in nature:

- a. Sprains and strains of the left knee and ankle;
- b. Contusion left knee and ankle;
- c. Trimalleolar fracture of the left ankle; and
- h. Possible other serious and/or permanent injuries.

9. As a result of these injuries, Plaintiff, Vinson Santelmo, has sustained the following damages:

- a. He has endured and may continue to endure pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma;
- b. He has been and may continue to be required to expend large sums of money for medical treatment and care, medical supplies, rehabilitation, medicines, and other attendant services;
- c. His general health, strength, and vitality have been impaired;
- d. He has suffered, and may in the future suffer from a wage loss and/or earnings impairment; and

- e. He has been and may in the future be unable to enjoy various pleasures of life that he previously enjoyed.

**COUNT I**  
**Vinson Santelmo v. Denny's**  
**NEGLIGENCE**

10. Paragraphs one (1) through and including nine (9) are hereby incorporated as if fully set forth herein.

11. The losses, injuries, and damages sustained by Plaintiff, Vinson Santelmo, as set forth above, were caused by the negligence of Defendant, Denny's, and/or its agents, servants, or employees, in some or all of the following particulars:

- a. In permitting the parking lot to be, and to remain in, a dangerous and unsafe condition, when it knew or should have known, that the parking lot was covered with packed snow and ice and presented a risk of injury to those pedestrians walking thereon;
- b. In failing to reasonably inspect the parking lot in front of their building;
- c. In failing to remove the snow and ice when the defendant knew, or should have known, of the existence of the dangerous and/or hazardous condition it created and that this created a serious risk of injury to pedestrians walking thereon.
- d. In failing to cordon off or otherwise block access to the part of the parking lot where the pavement was broken and chipped;
- e. In failing to warn or otherwise notify Plaintiff of the packed snow and ice on its property;
- f. In failing to exercise that regard and care for the rights and safety of plaintiff required of the defendant under the law; and
- g. In failing to take adequate measures to ensure the safety of those utilizing the parking lot.

WHEREFORE, Plaintiff, Vinson Santelmo, demands judgment against the Defendants, Denny's, for an amount in excess of the Arbitration limits of this County plus costs and interest

**COUNT II**  
**Karen Santelmo v. Denny's**  
**LOSS OF CONSORTIUM**

12. Paragraphs one (1) through and including eleven (11) are hereby incorporated as if fully set forth herein.

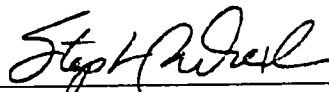
13. Plaintiff, Karen Santelmo, is and, at all times pertinent hereto, was married to Plaintiff, Vinson Santelmo, and resided with him in Clearfield County, Pennsylvania at the address specified in Paragraph one (1) herein.

14. Solye as a result of the negligence of Denny's, the Plaintiff, Karen Santelmo has suffered the following damages:

- a. She has been and will be required to expend large sums of money for her husband's surgical and medical care, hospitalization, medical supplies, surgical appliances, medicines, and attendant services; and
- b. She has been and will in the future be deprived of the services, assistance, and companionship of her husband.

WHEREFORE, Plaintiff, Karen Santelmo, demands judgment against the Defendants, Denny's, for an amount in excess of the Arbitration limits of this County plus costs and interest.

Respectfully submitted,  
Ainsman & Levine, P.C.

By:   
Stephen P. Drexler, Esquire  
Counsel for Plaintiff



### VERIFICATION

We verify that the statements made in the COMPLAINT IN CIVIL ACTION are true and correct; that the attached COMPLAINT IN CIVIL ACTION is based upon information which we have furnished to our counsel and information which has been gathered by our counsel in the preparation of the lawsuit. The language of the COMPLAINT IN CIVIL ACTION is that of counsel and not of the Plaintiffs. We have read the COMPLAINT IN CIVIL ACTION and to the extent that the COMPLAINT IN CIVIL ACTION is based upon information which we have given to our counsel, it is true and correct to the best of our knowledge, information and belief. To the extent that the content of the COMPLAINT IN CIVIL ACTION is that of counsel, We have relied upon counsel in making this Verification. We understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 11/17/01

Vinson Santelmo  
VINSON SANTELMO

Karen Santelmo  
KAREN SANTELMO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No.: 01-1935-CD

Issue:

CODE:

COMPLAINT

Filed on behalf of the Plaintiff.

Counsel of Record for this Party:

Stephen P. Drexler, Esquire  
PA I.D. #76108

Ainsman & Levine, P.C.  
Firm #975

2201 Grant Building  
Pittsburgh, PA 15219  
(412) 338-9030

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

DEC 07 2001

Attest:

  
Prothonotary

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No.: 01-1935-CD

Issue:

CODE:

COMPLAINT

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff.

You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY COURTHOUSE  
Attn: DAVID S. MEHOLIK, Court Administrator  
1 North Second Street  
Clearfield, PA 16830  
Telephone: (814) 765-2641ext. 32

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No.: 01-1935-CO

Issue:

CODE:

COMPLAINT

COMPLAINT IN CIVIL ACTION

AND NOW, comes the Plaintiff, Vinson Santelmo, and Karen Santelmo, his wife, by and through their attorneys, Ainsman & Levine, P.C., and Stephen P. Drexler, Esquire, and files the following Complaint in Civil Action, and in support thereof aver the following:

1. Plaintiff, Vinson Santelmo, and Karen Santelmo, his wife, are adult individuals who currently resides in Clearfield County at 212 Shardan Avenue, Curwensville, Pennsylvania 16833.
2. Defendants, Dennis F. Leighty, Jr., and Jean M. Leighty, his wife, t/d/b/a Denny's Beer Barrel Pub (hereinafter "Denny's"), are the owners of property located in Clearfield County at 1423 Dorey Street, Curwensville, PA 16830.
3. At all times pertinent hereto the Defendant, Denny's, and/or its agents, servants, and employees owned, possessed, controlled and/or maintained the subject parking lot situated on the property as described in Paragraph two (2) herein.

4. At all times pertinent hereto, Plaintiff, Vinson Santelmo, acted with all due care and regard for his own safety and well-being.

5. The events hereinafter described occurred on the subject parking on or about December 11, 2000 at approximately 10:00 p.m.

6. At that time and place, Plaintiff, Vinson Santelmo, was walking from Denny's Pub to his parked automobile across the packed snow and ice covered parking lot.

7. As a result of the unsafe, dangerous, and hazardous condition, of Defendant's parking lot, Plaintiff was caused to slip and fall.

8. Solely as a result of the negligence of the Defendant, Plaintiff sustained the following injuries all of which are or may be permanent in nature:

- a. Sprains and strains of the left knee and ankle;
- b. Contusion left knee and ankle;
- c. Trimalleolar fracture of the left ankle; and
- h. Possible other serious and/or permanent injuries.

9. As a result of these injuries, Plaintiff, Vinson Santelmo, has sustained the following damages:

- a. He has endured and may continue to endure pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma;
- b. He has been and may continue to be required to expend large sums of money for medical treatment and care, medical supplies, rehabilitation, medicines, and other attendant services;
- c. His general health, strength, and vitality have been impaired;
- d. He has suffered, and may in the future suffer from a wage loss and/or earnings impairment; and

- e. He has been and may in the future be unable to enjoy various pleasures of life that he previously enjoyed.

**COUNT I**  
**Vinson Santelmo v. Denny's**  
**NEGLIGENCE**

10. Paragraphs one (1) through and including nine (9) are hereby incorporated as if fully set forth herein.

11. The losses, injuries, and damages sustained by Plaintiff, Vinson Santelmo, as set forth above, were caused by the negligence of Defendant, Denny's, and/or its agents, servants, or employees, in some or all of the following particulars:

- a. In permitting the parking lot to be, and to remain in, a dangerous and unsafe condition, when it knew or should have known, that the parking lot was covered with packed snow and ice and presented a risk of injury to those pedestrians walking thereon;
- b. In failing to reasonably inspect the parking lot in front of their building;
- c. In failing to remove the snow and ice when the defendant knew, or should have known, of the existence of the dangerous and/or hazardous condition it created and that this created a serious risk of injury to pedestrians walking thereon.
- d. In failing to cordon off or otherwise block access to the part of the parking lot where the pavement was broken and chipped;
- e. In failing to warn or otherwise notify Plaintiff of the packed snow and ice on its property;
- f. In failing to exercise that regard and care for the rights and safety of plaintiff required of the defendant under the law; and
- g. In failing to take adequate measures to ensure the safety of those utilizing the parking lot.

WHEREFORE, Plaintiff, Vinson Santelmo, demands judgment against the Defendants, Denny's, for an amount in excess of the Arbitration limits of this County plus costs and interest

**COUNT II**  
**Karen Santelmo v. Denny's**  
**LOSS OF CONSORTIUM**

12. Paragraphs one (1) through and including eleven (11) are hereby incorporated as if fully set forth herein.

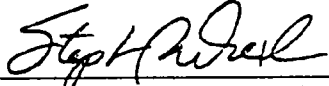
13. Plaintiff, Karen Santelmo, is and, at all times pertinent hereto, was married to Plaintiff, Vinson Santelmo, and resided with him in Clearfield County, Pennsylvania at the address specified in Paragraph one (1) herein.

14. Solye as a result of the negligence of Denny's, the Plaintiff, Karen Santelmo has suffered the following damages:

- a. She has been and will be required to expend large sums of money for her husband's surgical and medical care, hospitalization, medical supplies, surgical appliances, medicines, and attendant services; and
- b. She has been and will in the future be deprived of the services, assistance, and companionship of her husband.

WHEREFORE, Plaintiff, Karen Santelmo, demands judgment against the Defendants, Denny's, for an amount in excess of the Arbitration limits of this County plus costs and interest.

Respectfully submitted,  
Ainsman & Levine, P.C.

By:   
Stephen P. Drexler, Esquire  
Counsel for Plaintiff

### VERIFICATION

We verify that the statements made in the COMPLAINT IN CIVIL ACTION are true and correct; that the attached COMPLAINT IN CIVIL ACTION is based upon information which we have furnished to our counsel and information which has been gathered by our counsel in the preparation of the lawsuit. The language of the COMPLAINT IN CIVIL ACTION is that of counsel and not of the Plaintiffs. We have read the COMPLAINT IN CIVIL ACTION and to the extent that the COMPLAINT IN CIVIL ACTION is based upon information which we have given to our counsel, it is true and correct to the best of our knowledge, information and belief. To the extent that the content of the COMPLAINT IN CIVIL ACTION is that of counsel, We have relied upon counsel in making this Verification. We understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 11/17/01

Vinson Santelmo  
VINSON SANTELMO

Karen Santelmo  
KAREN SANTELMO



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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**ANSWER OF DEFENDANTS TO  
PLAINTIFFS' COMPLAINT**

Filed on behalf of the Defendants,  
Dennis F. Leighty, Jr., and  
Jean M. Leighty, his wife, t/d/b/a  
Denny's Beer Barrel Pub

Counsel of Record for this Party:

Donald J. McCormick, Esquire  
PA I.D. #19850

GORR, MOSER, DELL & LOUGHNEY, LLC  
Firm #753

1300 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219-6002  
(412) 471-1180

**JURY TRIAL DEMANDED**

**FILED**

JAN 17 2002

m/ll:18/noc  
William A. Shaw  
Prothonotary



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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**ANSWER OF DEFENDANTS  
TO PLAINTIFFS' COMPLAINT**

AND NOW come the Defendants, Dennis F. Liegey, Jr., and Jean M. Liegey, his wife, incorrectly named Dennis F. Leighty and Jean M. Leighty t/d/b/a Denny's Beer Barrel Pub, by and through their attorneys Gorr, Moser, Dell & Loughney and Donald J. McCormick, Esquire, and file the following Answer to the Plaintiffs' Complaint:

1. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph.
2. Paragraph 2 is denied. To the contrary, Dennis F. Liegey, Jr. and Jean M. Liegey, his wife, are the owners of property located in Clearfield County at 1423 Dorey Street,

Clearfield, PA, 16830. Jean M. Liegey does not trade or do business as Denny's Beer Barrel Pub.

3. Paragraph 3 is denied. The Defendants do not know what time periods are referred to as "pertinent hereto", therefore this allegation is denied. It is admitted that at the time of the alleged incident, the Defendant Dennis F. Liegey, Jr. and his wife Jean M. Liegey were the owners of the parking lot located on the premises set forth in answer to Paragraph 2. Furthermore, at the time of the alleged incident, the same premises as set forth in answer to Paragraph 2 were in possession of only Dennis F. Liegey t/d/b/a Denny's Beer Barrel Pub.
4. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph.
5. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph.
6. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph.
7. Paragraph 7 is denied.
8. The Defendants deny they were negligent. As to all other allegations, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph.
9. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph.

**COUNT I**

10. Defendants incorporate by reference Paragraphs 1-9 of this Answer or as fully set forth herein.
11. Paragraph 11 is denied.

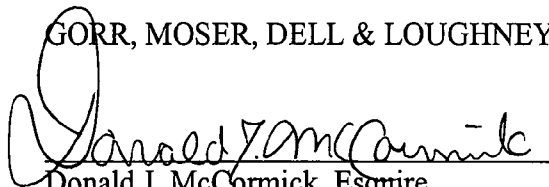
**COUNT II**

12. Defendants incorporate by reference Paragraphs 1-11 of this Answer as if fully set forth herein.
13. The Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph.
14. Paragraph 14 is denied.

WHEREFORE, the Defendants deny any and all liability and demand judgment in their favor.

Respectfully submitted,

**JURY TRIAL DEMANDED**

GORR, MOSER, DELL & LOUGHNEY LLC  
  
Donald J. McCormick, Esquire  
PA I.D. #19850  
437 Grant Street  
Suite 1300 Frick Building  
Pittsburgh, PA 15219-6002  
412-471-1180  
(Counsel for Defendants)

### VERIFICATION

I verify that the averments of fact made in this foregoing ANSWER OF DEFENDANTS TO PLAINTIFFS' COMPLAINT are true and correct and based upon my personal knowledge, information or belief. I understand that averments of fact in said document are made subject to the penalties of 18 Pa. C.S. §4904, relating to the unsworn falsifications to authorities.

Date:

January 11, 2002

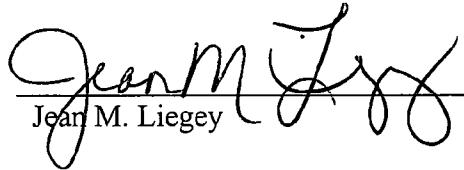
Dennis F. Liegey, Jr.  
Dennis F. Liegey, Jr.

### VERIFICATION

I verify that the averments of fact made in this foregoing ANSWER OF DEFENDANTS TO PLAINTIFFS' COMPLAINT are true and correct and based upon my personal knowledge, information or belief. I understand that averments of fact in said document are made subject to the penalties of 18 Pa. C.S. §4904, relating to the unsworn falsifications to authorities.

Date: \_\_\_\_\_

01/11/02

  
Jean M. Liegey

**CERTIFICATE OF SERVICE**

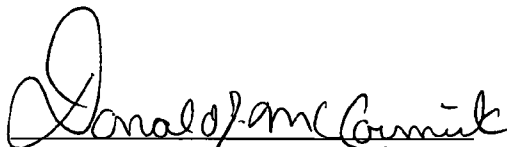
This is to certify that a true and correct copy of the within Defendants' Answer to Plaintiffs' Complaint has been served on this 16<sup>th</sup> day of January, 2002, upon all parties, either individually or through counsel by:

☒ First Class, Mail, Postage Pre-Paid ☐ Hand Delivery  
☐ Certified Mail-Return Receipt Requested ☐ Facsimile Transmission

at the following address(es):

Stephen P. Drexler, Esq.  
 Ainsman & Levine, P.C.  
 2201 Grant Building  
 Pittsburgh, PA 15219  
*(Counsel for Plaintiff)*

GORR, MOSER, DELL & LOUGHNEY, LLC

By:   
 Donald J. McCormick, Esquire  
 Counsel for Defendants, Dennis F.  
 Leighty, Jr., and Jean M. Leighty,  
 his wife, t/d/b/a Denny's Beer  
 Barrel Pub

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**VOLUNTARY DISCONTINUANCE**

Filed on behalf of the Defendants,  
Dennis F. Liegey, Jr., and  
Jean M. Liegey, his wife, t/d/b/a  
Denny's Beer Barrel Pub

Counsel of Record for this Party:

Donald J. McCormick, Esquire  
PA I.D. #19850

DELL, MOSER, LANE & LOUGHNEY, LLC  
Firm #753

1300 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219-6002  
(412) 471-1180

**JURY TRIAL DEMANDED**

**FILED**

NOV 01 2002

William A. Shaw  
Prothonotary



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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION


No. 01-1935-CD

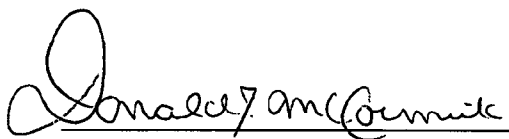
Issue No.

Code:

**VOLUNTARY DISCONTINUANCE**

AND NOW come the plaintiffs, Vinson Santelmo & Karen Santelmo, by and through their counsel, Stephen P. Drexler, Esq. and with agreement of all parties, pursuant to Pa.R.C.P. 229, voluntarily discontinue the within action against Defendant Jean M. Liegey, incorrectly identified in the caption as Jean M. Leighty.

  
\_\_\_\_\_  
Stephen P. Drexler, Esq.  
Counsel for Plaintiffs  
Vinson Santelmo & Karen Santelmo

  
\_\_\_\_\_  
Donald J. McCormick, Esq.  
Counsel for Defendants  
Dennis F. Liegey, Jr. and Jean M. Liegey, his  
wife, t/d/b/a Denny's Beer Barrel Pub

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the within Voluntary Discontinuance has been served on this 30<sup>th</sup> day of OCTOBER, 2002, upon all parties, either individually or through counsel by:

X First Class, Mail, Postage Pre-Paid      \_\_\_\_\_ Hand Delivery  
 \_\_\_\_\_ Certified Mail-Return Receipt Requested      \_\_\_\_\_ Facsimile Transmission

at the following address(es):

Stephen P. Drexler, Esq.  
 Ainsman & Levine, P.C.  
 2201 Grant Building  
 Pittsburgh, PA 15219  
*(Counsel for Plaintiff)*

DELL, MOSER, LANE & LOUGHNEY, LLC

By: Donald J. McCormick  
 Donald J. McCormick, Esquire  
 Counsel for Defendants, Dennis F.  
 Leighty, Jr., and Jean M. Leighty,  
 his wife, t/d/b/a Denny's Beer  
 Barrel Pub

FILED NO

NOV 11 4 47 PM '02

Disc. to Atty McCormick  
Copy of Disc. to CIA

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Vinson Santelmo and  
Karen Santelmo, his wife

Vs.

No. 2001-01935-CD

Dennis F. Leighty Jr., and  
Jean M. Leighty, his wife, t/d/b/a  
Denny's Beer Barrel Pub

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 November 1, 2002 marked:

Action discontinued as to Defendant Jean M. Liegey ONLY, incorrectly identified in the caption as Jean M. Leighty

Record costs in the sum of \$147.00 have been paid in full by Stephen P. Drexler, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of November A.D. 2002.

---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

**CIVIL DIVISION**

No.: 01-1935 CD

**CERTIFICATE OF READINESS**

Filed on behalf of the Plaintiff.

Counsel of Record for this Party:

Stephen P. Drexler, Esquire  
PA I.D. #76108

Ainsman & Levine, P.C.  
Firm #975

2201 Grant Building  
Pittsburgh, PA 15219  
(412) 338-9030

**JURY TRIAL DEMANDED**

AL044699.1

**FILED**

**JAN 29 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

**CIVIL DIVISION**

No.: 01-1935 CD

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CERTIFICATE OF READINESS

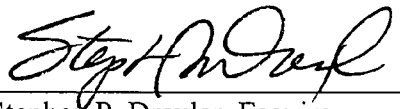
TO THE PROTHONOTARY:

AND NOW, come the Plaintiffs, Vinson Santelmo and Karen Santelmo, his wife, by and through their attorneys, Ainsman, Levine & Drexler, LLC and Stephen P. Drexler, Esquire and requests the above captioned matter be certified for trial.

- (A) Plaintiff's Counsel is Stephen P. Drexler, Esquire, Ainsman, Levine & Drexler, LLC, 2201 Grant Building, Pittsburgh, PA 15219. Defendant's Counsel is Donald McCormick, Esquire, Gorr, Moser, Dell and Loughney, 1300 Frick Building, Pittsburgh, PA 15219
- (B) The caption of any related case is: None
- (C) The nature of the case is: Personal Injury
- (D) Has discovery by all parties been completed: Yes.  
If not, when is it reasonably expected that it will be completed: \_\_\_\_\_.
- (E) Jury Trial is requested: Yes
- (F) Non-Jury Trial is Requested: No
- (G) Estimated trial time: 2 Days

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

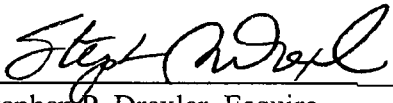
Ainsman, Levine & Drexler, LLC

By:   
Stephen P. Drexler, Esquire  
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned, does hereby certify that a true and correct copy of the foregoing of  
Plaintiffs' Certificate of Readiness has been served via **First Class Mail**, on this 26th day  
of January, 2004.

AINSMAN, LEVINE & DREXLER, LLC

By:   
Stephen P. Drexler, Esquire  
Attorney for Plaintiffs

**MAILED TO:**

Donald McCormick, Esquire  
Gorr, Moser, Dell and Loughney  
1300 Frick Building  
Pittsburgh, PA 15219



FILED <sup>NO</sup> <sub>ce</sub>

<sup>011:25/84</sup>  
JAN 29 2004

<sup>2</sup> <sub>copy to c14</sub>

William A. Shaw  
Prothonotary/Clerk of Courts

CA

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

VINSON SANTELMO, al

V.

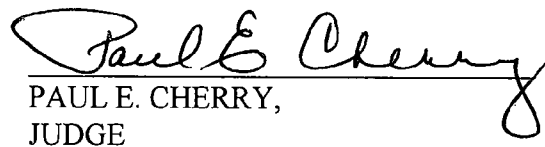
NO. 01-1935-CD

DENNIS F. LEIGHTY, al

**ORDER**

AND NOW, this 16<sup>th</sup> day of April, 2004, upon request of Stephen P. Drexler, Esquire, counsel for Plaintiff, for a continuance of the trial scheduled for June 1, 2, 3, 2004, due to his client's unavailability and counsel for Defendant having no objection, it is the ORDER of this Court that this matter be and is hereby continued until the next term of Court. Civil Call is scheduled for July 29, 2004 at 11:00 o'clock a.m. Jury Selection shall be held on August 26, 2004.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

APR 16 2004

William A. Shaw  
Prothonotary

02-26-84 Ace & City Recorder  
1025 ~~at~~ McCormick

acc to city records  
1025 acc'd McCarroll

ack

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife;

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**PRAECIPE FOR CHANGE OF ADDRESS  
OF DELL, MOSER, LANE & LOUGHNEY,  
LLC**

Filed on behalf of the Defendant,  
Dennis F. Liegey, Jr., t/d/b/a  
Denny's Beer Barrel Pub

Counsel of Record for this Party:

Donald J. McCormick, Esquire  
PA I.D. #19850

DELL, MOSER, LANE & LOUGHNEY, LLC  
Firm #753

525 William Penn Place  
Suite 3700  
Pittsburgh, PA 15219  
(412) 471-1180  
(412) 471-9012 fax

**JURY TRIAL DEMANDED**

**FILED**

**MAY 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**PRAECIPE FOR CHANGE OF ADDRESS  
OF DELL, MOSER, LANE & LOUGHNEY, LLC**

KINDLY enter as of record the following address change for Dell, Moser, Lane & Loughney,

LLC:

Dell, Moser, Lane & Loughney, LLC  
525 William Penn Place  
Suite 3700  
Pittsburgh, PA 15219  
(412) 471-1180 – Phone  
(412) 471-9012 – Facsimile  
[www.dellmoser.com](http://www.dellmoser.com)

DELL, MOSER, LANE & LOUGHNEY, LLC

By: 

Donald J. McCormick, Esquire

Attorneys for Defendant DENNIS F. LEIGEY,  
JR., t/d/b/a DENNY'S BEER BARREL PUB

**CERTIFICATE OF SERVICE**

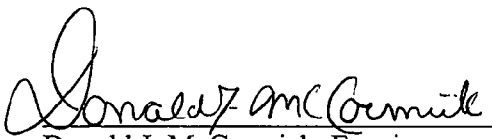
This is to certify that a true and correct copy of the within PRAECIPE FOR CHANGE  
OF ADDRESS OF DELL, MOSER, LANE & LOUGHNEY, LLC has been served on this  
30<sup>th</sup> day of April, 2004, upon all parties, either individually or through counsel by:

X First Class, Mail, Postage Pre-Paid      \_\_\_\_\_ Hand Delivery  
\_\_\_\_\_ Certified Mail-Return Receipt Requested      \_\_\_\_\_ Facsimile Transmission

at the following address(es):

Stephen P. Drexler, Esq.  
Ainsman & Levine, P.C.  
2201 Grant Building  
Pittsburgh, PA 15219  
(*Counsel for Plaintiff*)

DELL, MOSER, LANE & LOUGHNEY, LLC

By:   
Donald J. McCormick, Esquire  
Counsel for Defendant, Dennis F.  
Leigey, Jr., t/d/b/a Denny's Beer  
Barrel Pub

FILED

*No cc*

*01/21/04*  
MAY 03 2004

*copy to C/A*

William A. Shaw  
Prothonotary/Clerk of Courts

*W*

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

VINSON SANTELMO and  
KAREN SANTELMO, his wife

V.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife t/d/b/a  
DENNY'S BEER BARREL PUB

NO. 01-1935-CD

FILED

AUG 19 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, this 18<sup>TH</sup> day of August, 2004, following Pre-Trial Conference, it is  
the ORDER of this Court:

1. Jury Selection in this matter is scheduled for August 26, 2004, beginning at 9:00 A.M. in Courtroom No.2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Trial in this matter is scheduled for November 30 and December 1, 2004 beginning at 9:00 A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
3. The deadline for providing any and all outstanding discovery shall be by and no later than thirty (30) days prior the commencement of trial.
4. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than thirty (30) days prior to trial.
5. The deadline for submitting any and all Motions shall be by and no later than thirty (30) days prior to the commencement of trial.
6. Points for Charge shall be submitted to the Court by and no later than fifteen (15) days prior to the commencement of trial.
7. Proposed Verdict Slip shall be submitted to the Court by and no later than fifteen (15) days prior to the commencement of trial.
8. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE



A

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

VINSON SANTELMO and  
KAREN SANTELMO, his wife

V.

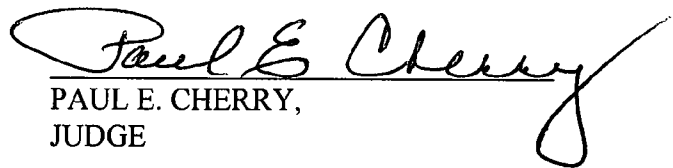
NO. 01-1935-CD

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB

**ORDER**

AND NOW, this 26<sup>th</sup> day of August, 2004, upon agreement of counsel, it is the ORDER of this Court that trial in this matter be and is hereby continued until the winter term of Civil Court. Jury Selection with regard to this matter will be held on January 27, 2005, beginning at 9:00 A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania. It is the further ORDER of this Court that the parties will not be required to appear at the time of Civil Call. Pre-Trial Conference will not be necessary unless requested by either party.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

AUG 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED** Ekt  
07/25/04  
AUG 27 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
1cc Aug. 1st Dr. Peter McCormick

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

**CIVIL DIVISION**

No.: 01-1935 CD

**PLAINTIFFS' PRETRIAL STATEMENT**

Filed on behalf of the Plaintiff.

Counsel of Record for this Party:

Stephen P. Drexler, Esquire  
PA I.D. #76108

Ainsman & Levine, P.C.  
Firm #975

2201 Grant Building  
Pittsburgh, PA 15219  
(412) 338-9030

**RECEIVED**  
**APR 07 2004**  
**COURT ADMINISTRATOR'S**  
**OFFICE**

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

**CIVIL DIVISION**

No.: 01-1935 CD

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

**PLAINTIFFS' PRETRIAL STATEMENT**

AND NOW, come the Plaintiffs, VINSON SANTELMO and KAREN SANTELMO, by and through their attorneys, Ainsman, Levine & Drexler, LLC, and STEPHEN P. DREXLER, Esquire and file the following Pretrial Statement:

**I. NARRATIVE STATEMENT OF FACTS**

On December 11, 2000 at approximately 10:00 p.m., Plaintiff, Vinson Santelmo was walking from Denny's Beer Barrel Pub (hereinafter "Denny's") to his parked automobile across the snow packed and ice covered parking lot.

As a result of this unsafe condition, Plaintiff was caused to slip and fall, sustaining a trimalleolar displaced left ankle fracture.

**II. STATEMENT OF LEGAL ISSUES**

There are no unusual legal issues evident at this time.

### **III. WITNESSES**

#### **A. Liability Witnesses:**

1. Vinson Santelmo  
212 Shardan Avenue  
Curwensville, PA 16833
2. Representative(s) of Denny's
3. Any and all witnesses listed on the Defendants' Pretrial Statement.
4. Any and all witnesses listed as Damage Witnesses.
5. Any person named, mentioned or otherwise identified in any Pre-trial Statement filed in this action by any party.
6. Any person named, mentioned or otherwise identified in any papers filed of record.

#### **B. Damage Witnesses:**

1. Vinson Santelmo  
212 Shardan Avenue  
Curwensville, PA 16833
2. Karen Santelmo  
212 Shardan Avenue  
Curwensville, PA 16833
3. Dr. Mark Nartatez  
Geisinger Medical Group  
Three Medical Center  
Philipsburg, PA 16866
4. Dr. Thomas Hoffman  
320 Park Avenue  
Clearfield, PA 16830
5. Dr. David Welker  
Blair Orthopedic Associates  
515 26<sup>th</sup> Street  
Altoona, PA 16602

6. Dr. Michael Bowman  
Western PA Hand Center  
6001 Stonewood Drive  
Wexford, PA 15090
7. Record custodian of the following:
  - a. Clearfield EMS  
Address unknown
  - b. Clearfield Hospital  
809 Turnpike Avenue  
P.O. Box 992  
Clearfield, PA 16830
  - c. Nason Hospital  
105 Nason Drive  
Roaring Springs, PA 16673
  - d. Allegheny Pain Management  
Altoona Hospital, 7<sup>th</sup> Floor  
620 Howard Avenue  
Altoona, PA 16601-1899
  - e. UPMC Passavant Cranberry  
One St. Francis Way  
Cranberry, PA 16066
  - f. The Therapy Works of Clearfield Hospital  
RD 2, Box 245 B-1  
Wolf Run  
Clearfield, PA 16830
8. Family and friends of the Plaintiff.
9. Any and all witnesses listed on the Defendants' Pretrial Statement.

#### **IV. EXPERT TESTIMONY**

1. Dr. Michael Bowman  
Western PA Hand Center  
6001 Stonewood Drive  
Wexford, PA 15090  
(See attached report dated 4/16/01, additionally, a supplemental report will be

provided shortly)

2. Dr. Mark Nartatez  
Geisinger Medical Group  
Three Medical Center  
Philipsburg, PA 16866  
(See attached report dated 9/27/02)

#### **V. ITEMIZED STATEMENT OF SPECIAL DAMAGES**

See attached Damage Summary.

#### **VI. EXHIBITS**

- 1-7. Photographs of the Plaintiff taken by Bill Tucker of Edgar Snyder & Associates dated 12/22/00.
- 8-22. Photographs of the scene of the accident taken by J.C. Porreca of Edgar Snyder & Associates dated 12/26/00.
27. Lease Agreement between Dennis, Jr. and Jean Liegey, d/b/a Denny's Beer Barrel Pub.
28. Weather records of Clearfield, PA for December of 2000.
28. Deed from Dominic J. Spingola and Elizabeth H. Spingola to Dennis F. Liegey, Jr. and Jean M. Liegey dated 6/7/78.
- 29-43. Photographs of Denny's Beer Barrel Pub premises taken by Chris Bryan and Dennis Liegey.
44. Incident report taken by Chris Bryan dated 12/11/00.
45. Hand drawing diagram of Denny's Beer Barrel Pub.
46. Liability Coverage Declarations of Denny's Beer Barrel Pub for policy period 9/9/00 to 9/9/01.
47. Assessment map of Lawrence Township, Clearfield County, Pennsylvania.
48. Deposition transcript of Vinson Santelmo dated 6/6/02.

49. Deposition transcript of Karen Santelmo dated 6/6/02.
50. Deposition transcript of Christopher Bryan dated 6/6/02.
51. Deposition transcript of Dennis Liegey, Jr. dated 6/6/02.
52. Deposition transcript of Karen Santelmo dated 11/7/02.
53. Deposition transcript of Vincent Santelmo dated 11/7/02.
54. Deposition transcript of Juliet N. Kaslon dated 11/7/02.
55. Deposition transcript of Karen M. Auman dated 11/7/02.
56. All medical records and reports for treatment rendered to Plaintiff as a result of this accident, including but not limited to the following:
  - a. Dr. Mark Nartatez
  - b. Dr. Thomas Hoffman
  - c. Dr. David Welker
  - d. Dr. Michael Bowman
  - e. Clearfield EMS
  - f. Clearfield Hospital
  - g. Nason Hospital
  - h. Allegheny Pain Management
  - i. UPMC Passavant Cranberry
57. All medical bills for services rendered to Plaintiff as a result of this accident.
58. Any pleadings, Answers to Interrogatories, Responses to Requests for Production of Documents or portions thereof and/or any documents, or portions thereof, filed of record in this case or exchanged in Discovery.
59. Any exhibits identified on the Defendants' Pretrial Statement.
60. Any and all materials provided in response to Plaintiffs' and Defendants' Discovery requests.
61. Any statements obtained from any person called as a witness.

#### **VII. ESTIMATED LENGTH OF TRIAL**

Two to three days



### **VIII. PROPOSED STIPULATIONS OR ARGUMENTS**

Plaintiff anticipates a stipulation will be entered into regarding the amount of medical bills and lost wages in this matter.

### **IX. RESERVATION OF RIGHTS**

- A. Plaintiffs' reserve the right to supplement and/or amend this Pretrial Statement to the time of the trial.
- B. Plaintiffs' reserve the right to admit or supplement any further medical bills or records at any time prior to trial.
- C. Plaintiffs' reserve the right to admit or supplement any impeachment testimony not already stated in this Pretrial Statement.
- D. Plaintiffs' reserve the right to take the testimony of any witness by way of deposition so long as said deposition does not delay the trial of this matter.
- E. Plaintiffs' reserve the right to call as a witness at trial any person identified in any Pretrial Statement or amendment or supplement thereto filed by the Defendant in this matter.

Respectfully submitted,

By:   
Stephen P. Drexler, Esquire

## WESTERN PENNSYLVANIA

**hand**

C E N T E R

*Hand and Upper Extremity Surgery**Joseph E. Imbriglia, M.D. • Glenn A. Buterbaugh, M.D. • William C. Hagberg, M.D., CIME<sup>SM</sup>  
Marshall L. Bolk, M.D. • Michael W. Bowman, M.D.**Foot and Ankle Surgery  
Michael W. Bowman, M.D.*

April 16, 2003

Michael Drass, M.D.  
620 Howard Avenue  
Altoona, PA 16001RE: Vincent Santelero  
# 50647

Dear Dr. Drass:

I had the opportunity to evaluate Vincent *Santelero* in the office today. Below please find the results of that evaluation. I appreciate your confidence in allowing me to see your patient. If you have any questions, please do not hesitate to call me.

**HISTORY OF PRESENT ILLNESS:** The patient is a 37-year-old male whose chief complaint is pain and swelling in the left ankle. Back in 2000, he slipped on some ice, had a very nasty trimalleolar fracture which underwent open reduction internal fixation. He had his hardware removed about a year later. He had some continued discomfort and then had an arthroscopy and debridement in June of 2002 by Dr. Welker. Afterwards, he had appropriate therapy but he still complains of pain and swelling and limited ability to walk.

**PHYSICAL EXAMINATION:** Exam today shows he has two well-healed portals in the anterior ankle. There is a well-healed medial and lateral incision over the malleoli. Neurovascular is intact. He has 15 degrees of dorsiflexion and 30 of plantar flexion. Subtalar motion is normal. He is tender in the anteromedial ankle and also in the posterolateral ankle. Posterior impingement test is positive.

**X-RAYS:** Three views of the left ankle taken at Pitt today show an old ossicle in the medial malleolus which was I believe preexisting, some spurring anteriorly and a large beak of the posterior talus which appears to be irregular.

**IMPRESSION:** Posttraumatic arthritis of the left ankle.

**PLAN:** Redo scope, debridement, tibial and talar spurs, posterior arthrotomy and removal of portion of the talus. I explained to the patient and his wife that he will be non-weight bearing for the first two weeks with early range of motion followed by progressive weight bearing. Risks with the procedure: anesthesia related risk, wound healing, infection, future arthritis.

Sincerely,



Michael W. Bowman, M.D.

MWB/dt/al

CC: Amy Hayes, M.D.  
Curwensville, PA

Geisinger Medical Group--  
Philipsburg  
Three Medical Center Drive  
Philipsburg, PA 16866  
(814) 342-1111

September 27, 2002



Heal. Teach. Discover. Serve.

Stephen P. Drexler, Attorney  
Ainsman & Levine, P.C.  
330 Grant Street  
Suite 2201  
Pittsburgh, PA 15219

Re: Vinson Santelmo (5042581)

Dear Mr. Drexler:

As requested, this letter is in regards to patient Vinson Santelmo. Mr. Santelmo is a 35-year-old white male who was initially evaluated on December 12, 2000 at the Clearfield Hospital as a result of an injury he sustained to his left ankle when he was getting in his truck in the parking lot. He slipped on his ice and twisted the left ankle inverting it. He felt a pop. He was complaining of a lot of pain and swelling. He was evaluated, admitted to the orthopedic service after being diagnosed with a trimalleolar displaced left ankle fracture. He was taken to the operating room where he was treated with an open reduction internal fixation of a trimalleolar left ankle fracture. The patient postoperatively had a relatively benign course. After discharge, he was followed up in the clinic and was seen on December 21, 2000, February 16, 2001, March 21, 2001, April 26, 2001, June 8, 2001, August 16, 2001 and October 5, 2001. During that time frame, the fractures had healed. He had developed in the later stages of that year some persistent swelling and irritation around the left ankle. It was felt that the implants were causing some pain. For this reason, he was then taken back to the operating room on a routine basis on November 19, 2001 undergoing removal of the retained hardware left ankle and also removal of osteophytes over the medial malleolus. Postoperatively he had a relatively benign course, it was an outpatient procedure. He was then seen in the clinic on November 27, November 30 and December 28, and his last visit was on April 10, 2002. Overall the patient had done well. His pain tolerance was very low. He was always complaining of a little soreness and stiffness in the left ankle, but on examination he had regained almost 95 to 100% of his motion, was ambulating with minimal antalgic gait, and his X-rays were found to be quite acceptable.

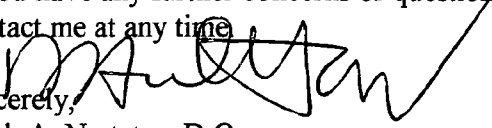
It should be noted that this patient did have previous history of right and left ankle surgery from prior fractures. He also had some left knee surgery.

In my professional opinion, because of this patient's low pain threshold, he may continue to have some intermittent pain and some swelling. He is at risk for some traumatic arthritis since he has already now had three surgeries on that left ankle, one from prior events and two most recently ones under my care. The patient will most likely have some scarring and adhesions, but at this time, I don't believe surgical treatment of this is indicated. It is hard to predict whether he will require any further surgery in the future such as arthroscopic debridement, etc. Overall because of his low pain threshold, I

PAGE II  
Vinson Santelmo

believe his prognosis is guarded. It is my opinion that the injury sustained on December 12, 2000 were a direct result of the twisting and slipping accident that occurred as he was getting in his truck in the parking lot on that particular day.

If you have any further concerns or questions regarding his care, please feel free to contact me at any time.

Sincerely,  
  
Mark A. Nartatez, D.O.  
MAN:jf

VINSON SANTELMO DAMAGE SUMMARY

Provider	Date(s)	Amount	Payments	Paid By	Balance	Rcvrbl. Amt.
**Clearfield EMS	12/11/00	\$338.44	\$338.44	UPMC	\$0.00	\$338.44
** Dr. Alfred Coren	12/11/00 & 12/12/00	\$187.00	\$49.96	UPMC	\$0.00	\$49.96
Geisinger Health System - Dr. Mark Nartatez	12/12/00- 3/21/01	\$4,758.00	\$1,686.33	Clear Care	\$0.00	\$1,686.33
			\$1,743.00	UPMC	\$0.00	\$1,743.00
**Dr. Bedger	12/12/00	\$840.00	\$476.00	UPMC	\$0.00	\$476.00
**Dr. Desantes	12/12/00	\$149.00	\$131.80	UPMC	\$0.00	\$131.80
Clearfield Hospital	12/12/00-12/15/00	\$9,029.45	\$3,999.45	UPMC	\$1,747.15	\$5,746.60
	1/28/01	\$378.21	\$235.83	Clear Care	\$0.00	\$253.83
	***11/19/01	\$4,078.41	\$2,650.97	Clear Care	\$0.00	\$2,650.97
	6/27/02	\$140.00	\$91.00	Clear Care	\$0.00	\$91.00
	7/1/02-7/30/02	\$1,178.00	\$0.00		\$1,178.00	\$1,178.00
	7/19/02	\$384.48	\$169.17	Clear Care	\$0.00	\$169.17
	8/1/02-8/27/02	\$687.00	\$0.00		\$687.00	\$687.00
	9/5/02 (PT)	\$64.00	\$30.06	BS	\$0.00	\$30.06
	9/10/02 (PT)	\$130.00	\$54.13	BS	\$0.00	\$54.13
	9/12/02 (PT)	\$64.00	\$30.06	BS	\$0.00	\$30.06
	10/08/02 (PT)	\$88.00	\$49.31	BS	\$0.00	\$49.31
	4/21/03	\$26.00	Adjustment	BC	\$0.00	\$0.00
	*5/7/03-6/4/03 (PT)	\$687.00	\$346.27	BS	\$0.00	\$346.27
	*6/11-12/03	\$385.86	\$160.31	BS	\$0.00	\$160.31
	*6/11/03	\$32.00	\$12.00	BS	\$0.00	\$12.00
	*6/12/03	\$79.00	\$59.00	BS	\$0.00	\$59.00
	*6/17/03	\$32.00	\$12.00	BS	\$0.00	\$12.00
	*6/18/03	\$32.00	\$12.00	BS	\$0.00	\$12.00
CVS Pharmacy	1/22/01	\$25.00	\$25.00	Client	\$0.00	\$25.00
R & R Radiology	1/28/01	\$41.00	\$41.00	Clear Care	\$0.00	\$41.00
	***11/19/01	\$96.00	\$96.00	Clear Care	\$0.00	\$96.00
***Dr. Mark Piasio	9/27/01	\$146.00	\$61.00	Clear Care	\$0.00	\$61.00

Provider	Date(s)	Amount	Payments	Paid By	Balance	Rcvrbl. Amt.
***DuBois Rgnl. Med. Cntr	9/27/01	\$101.00	\$85.85	Clear Care	\$0.00	\$85.85
***Susquehanna Anes.	11/19/01	\$990.00	\$440.00	Clear Care	\$0.00	\$440.00
***Clearfield Pathology	11/19/01	\$16.00	\$8.00	Clear Care	\$0.00	\$8.00
Blair Orthopedic Assoc.	5/10/02-10/09/02	\$2,560.00	\$1,043.86	Clear Care	\$0.00	\$1,043.86
			\$40.00	Client	\$0.00	\$40.00
			\$13.25	BS	\$0.00	\$13.25
	*2/28/03	\$45.00	\$18.00	BS	\$0.00	\$18.00
Nason Hospital	6/13/02	\$3,351.00	\$2,513.25	Clear Care	\$0.00	\$2,513.25
***Spring Cove Medic. Anes.	6/13/02	\$700.00	\$613.96	Clear Care	\$0.00	\$613.96
Clear-Care Corp	7/23/02 (support hose)	\$21.53	\$17.22	Clear-Care	\$0.00	\$17.22
Quest	7/29/02	\$73.20	\$0.00		\$0.00	\$73.20
EBI	8/14/02 (aircast)	\$83.00	\$0.00		\$83.00	\$83.00
UPMC Presbyterian Hospital	4/16/03	\$208.00	\$178.09	BS	\$29.91	\$178.09
UPMC Community Medicine		\$75.00	\$32.00	BS	\$20.00	\$52.00
Altoona Hospital - Allegheny Pain Mngmnt.	3/19/03	\$200.00	\$87.00	BS	\$51.71	\$138.71
*Benchmark Orthotics Prost.	3/27/03	\$1,104.94	\$272.20	BS	\$0.00	\$272.20
Dr. Bowman - Western PA. Hand Center	4/16/03-5/20/03	\$4,452.00	\$1,138.87	BS	\$20.00	\$1,158.87
	8/19/03	\$98.00	\$57.50	BS	\$0.00	\$57.50
UPMC Physician Services	4/16/03	\$31.00	Adjustment	Select Blue	\$9.50	\$0.00
Clearfield Medical Providers Corp.	4/21/03	\$76.00	\$56.00		\$20.00	\$76.00
	*5/16/03	\$45.00	\$18.00	BS	\$0.00	\$18.00
*Dr. Thomas Hoffman	5/1/03	\$75.00	\$55.00	BS	\$20.00	\$75.00
	8/12/03	\$75.00	\$55.00	BS	\$20.00	\$75.00
	8/26/03	\$50.00	\$30.00	BS	\$20.00	\$50.00
	10/2/03	\$50.00	\$30.00	BS	\$20.00	\$50.00
UPMC Passavant	5/5/03	\$10,022.01	\$1,144.65	BC	\$135.37	\$1,280.02
*North Hill Radiology	5/5/03	\$26.00	\$0.95	BS	\$0.00	\$0.95

Provider	Date(s)	Amount	Payments	Paid By	Balance	Rcvrbl. Amt.
*Advanced Integrated Medical LLC	5/5/03	\$65.00	\$33.17	BS	\$0.00	\$33.17
*North Hills Anesthesia Associates	5/5/03	\$790.00	\$420.00	BS	\$0.00	\$420.00
<b>TOTAL MEDICAL</b>		<b>\$49,459.53</b>	<b>\$20,961.91</b>		<b>\$4,061.64</b>	<b>\$25,023.55</b>
WAGE LOSS	12/11/00-1/2/01 (3 weeks)	\$2,769.24				
	11/19/01 - 11/23/01 (4 days)	\$740.00				
	6/13/02 - 6/19/02 (1 week)	\$923.08				
	5/5/03 - 5/9/03 (1 week)	\$923.08				
	6/2/03, 6/6/03, 6/24/03 & 8/19/03 (days missed due to dr. appt.)	\$740.00				
	5% increase client did not receive	\$2,400.00				
<b>TOTAL wage loss</b>		<b>\$8,495.40</b>				<b>\$8,495.40</b>
<b>TOTAL medical &amp; wage</b>		<b>\$57,954.93</b>				<b>\$33,518.95</b>
<b>LIENS</b>						
Clear Care	As of 11/11/03	\$9,752.92				
Blue Shield	As of 2/10/04	\$4,816.67				
Healthcare Recoveries	As of 6/26/03	\$6,735.65				
<b>TOTAL liens</b>		<b>\$21,305.24</b>				

Claims up to 8/31/02, Clear-Care Corp., after that date, BC/BS

\*Obtained from BS payout sheet

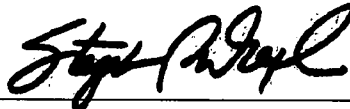
\*\*Obtained from UPMC payout sheet

\*\*\*Obtained from Clear-Care payout sheet

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Plaintiffs' Pretrial Statement was served via U.S. Mail, first class, postage prepaid on April 5, 2004 to all counsel of record as follows:

Donald McCormick, Esquire  
Gorr, Moser, Dell and Loughney  
1300 Frick Building  
Pittsburgh, PA 15219

A handwritten signature in black ink, appearing to read "Stephen P. Drexler", written over a horizontal line.

Stephen P. Drexler, Esquire  
Attorney for Plaintiffs



THE LAW FIRM OF  
**AINSMAN, LEVINE & DREXLER, LLC**

310 Grant Street, Suite 2201 • Pittsburgh, PA 15219 • 412.338.9030 fax 412.338.9167

April 5, 2004

Prothonotary  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

RE: Vinson Santelmo and Karen Santelmo, his wife, vs.. Dennis F.  
Leighty, Jr. and Jean M. Leighty, his wife, t/d/b/a Denny's  
Beer Barrel Pub  
No. 01-1935 CD

Dear Sir or Madam:

Enclosed please find Plaintiffs' Pretrial Statement to be filed with the Court relative to the above captioned matter.

Very truly yours,



Stephen P. Drexler

SPDsmh  
Enclosures

cc: Donald McCormick, Esquire

**RECEIVED**

**APR 07 2004**

**COURT ADMINISTRATORS  
OFFICE**

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**DEFENDANT'S PRE-TRIAL  
MEMORANDUM**

Filed on behalf of the Defendant,  
Dennis F. Liegey, Jr., t/d/b/a  
Denny's Beer Barrel Pub

Counsel of Record for this Party:

Donald J. McCormick, Esquire  
PA I.D. #19850

DELL, MOSER, LANE & LOUGHNEY, LLC  
Firm #753

1300 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219-6002  
(412) 471-1180

**JURY TRIAL DEMANDED**

**RECEIVED**

**APR 08 2004**

**COURT ADMINISTRATOR'S  
OFFICE**

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**DEFENDANT'S PRE-TRIAL MEMORANDUM**

AND NOW comes the Defendant, Dennis F. Liegey, Jr., incorrectly named Dennis F. Leighty, t/d/b/a Denny's Beer Barrel Pub, by and through his attorneys Dell, Moser, Lane & Loughney and Donald J. McCormick, Esquire, and files the following Pre-trial Statement:

**1. FACTS**

The defendant, Dennis F. Liegey, Jr., is an adult individual who is the sole owner-operator of an establishment located on Dorrey Street in Clearfield, Pennsylvania known as Denny's Beer Barrel Pub. On the evening of December 11, 2000, the plaintiff, Vinson Santelmo, was a patron in the defendant's establishment. Plaintiff claims that while leaving the defendant's establishment at approximately 10:00 p.m. he fell, fracturing his left ankle. The plaintiff-husband claims he fell in the defendant's parking lot which was covered with packed snow and ice. The surface of defendant's parking lot is composed of packed dirt and gravel.

The defendant denies that any dangerous condition existed in his parking lot on the night in question. Although generally slippery conditions existed in the area, and freezing rain was predicted in the area, defendant kept the parking lot clear of snow and ice, taking into consideration the general conditions that prevailed in the area. In addition, the defendant performed frequent inspections of the condition of the parking lot throughout the evening in question, maintaining the area in a proper manner.

If the plaintiff fell as alleged, then the plaintiff was not walking in the defendant's parking lot, rather the plaintiff was walking outside the parking lot area for whatever reason. An inspection of the parking lot around the plaintiff's vehicle immediately after the incident failed to disclose any packed snow and ice. Plaintiff's car keys were found near a flower box outside the parking lot area. Plaintiff's injuries were caused by his own negligence and assumption of the risk.

Defendant denies any and all liability. The defendant's premises were properly maintained under the circumstances and a safe route was provided to the plaintiff to get to his vehicle. Although snow and ice existed in the general area, the condition on the defendant's premises was not sufficient to impose liability on the defendant.

**2. EXHIBITS**

- Seven photos of defendant's parking lot taken after the plaintiff's accident. (December 11, 2000.
- Six photos of defendant's parking lot in 2002.
- An incident report prepared by defendant's employee following the accident.
- Diagram of premises.

**3. WITNESSES (Liability)**

- Dennis F. Liegey, Jr.
- Chris Bryan  
317 Penn Avenue  
Clearfield, PA 16830

- Karen Auman  
29 S. W. 4<sup>th</sup> Avenue  
Clearfield, PA 16830
- Paul Clancy  
813 Sue Street  
Houtzdale, PA 16651
- Kim Dickson  
813 Daisey Street  
Clearfield, PA 16830
- Juliet Kaslon (814-592-4244)
- Gary Bowman (814-765-6095)  
R.D. #1, Box 245  
Clearfield, PA 16830
- Dan Johnson (814-765-3497)  
R.D. #2  
Clearfield, PA 16830

#### 4. **LEGAL DEFENSES**

The defendant denies any and all liability based upon the following legal theories:

- Plaintiff was negligent and his negligence was the sole cause of his injuries.
- Plaintiff is barred from recovery as a result of the doctrine of assumption of the risk.
- The defendant properly maintained his premises under the circumstances.
- The defendant provided the plaintiff with an appropriate path to get to his vehicle and the defendant is not liable for the plaintiff's choice of paths.

*Cite: O'Brien v. Martin,*  
638 A.2d 247 (Pa. Super. 1994)

- The alleged condition of the defendant's parking lot does not satisfy the requirements of the hills and ridges doctrine in order to permit a finding of liability.

*Cite: Gilligan v. Villanova University,*  
584 A.2d 1005 (Pa. Super. 1991)

- If any condition existed on the defendant's premises as alleged, the defendant did not have notice of said condition in time to respond appropriately.

*Cite: Restatement of Tort 2d §343*

5. **DAMAGES**

N/A.

6. **EXTRAORDINARY EVIDENTIARY ISSUES**

None.

7. **STIPULATIONS**

Authenticity of medical records.

8. **POINTS FOR CHARGE**

See attached Exhibit "A."

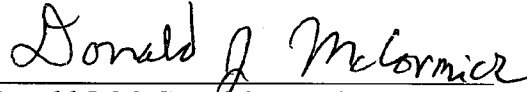
9. **ESTIMATED TIME FOR TRIAL**

2 days.

Respectfully submitted,

**JURY TRIAL DEMANDED**

DELL, MOSER, LANE & LOUGHNEY LLC



Donald J. McCormick, Esquire

PA I.D. #19850

437 Grant Street

Suite 1300 Frick Building

Pittsburgh, PA 15219-6002

412-471-1180

*Counsel for Defendant*

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

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

vs.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

CIVIL DIVISION

No. 01-1935-CD

Issue No.

Code:

**DEFENDANT'S PROPOSED POINTS FOR CHARGE**

AND NOW, comes the Defendant, Dennis F. Liegey, Jr., incorrectly identified as Dennis F. Leighty, t/d/b/a Denny's Beer Barrel Pub, by and through his attorneys, Dell, Moser, Lane & Loughney and Donald J. McCormick, Esquire, and submits the following Proposed Points for Charge:

1. Under the law and all of the evidence, the verdict must be for the defendant.

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

2. The mere happening of an accident does not establish negligence.

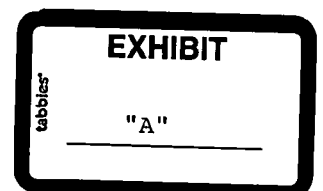
Authority: *Mapp v. Wombucker*, 421 Pa. 383, 219 A.2d 681 (1966)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

3. In order to establish liability under a theory of negligence, the plaintiffs must prove what actually caused their injuries, not what might possibly have caused them.

Authority: *DuBois v. City of Wilkes-Barre*, 410 Pa. 155, 189 A.2d 166, 167 (1963)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_



4. Simply proving that an accident happened or that there was an opportunity for the accident to happen is entirely insufficient to establish negligence. It is the plaintiffs' burden to show not only negligence on the part of the defendant but the injuries complained of were the direct result of such negligence.

Authority: *Hillelson v. Renner*, 183 Pa. Super. 148, 130 A.2d 212, 214 (1957)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

5. The legal term "negligence", otherwise known as "carelessness", is the absence of ordinary care which a reasonably prudent person would exercise in the circumstances here presented. Negligent conduct may consist either of any act or omission to act when there is a duty to do so. In other words, negligence is a failure to do something which a reasonably careful person would do or the doing of something which a reasonably careful person would not do, in light of all of the surrounding circumstances established by the evidence in this case. It is for you to determine how a reasonably careful person would act in those circumstances.

Authority: Pa.S.S.J.I. (Civ.) §3.01

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

6. "Where a person having a choice of two ways, one of which is perfectly safe, and the other of which is subject to risks and dangers, voluntarily chooses the course of risks and dangers, he is guilty of contributory negligence."

Authority: *DeFonde v. Keystone Valley Coal Co.*, 386 Pa. 433, 126 A.2d 439 (1956); *O'Brien v. Martin*, 432 Pa. Super. 323, 638 A.2d 247, 249 (1994)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_



7. If you find that plaintiff-husband was walking outside the area of the defendant's walkways and parking lot at the time of the alleged accident, then as a matter of law your verdict should be in favor of the defendant.

Authority: *DeFonde v. Keystone Valley Coal Co.*, 386 Pa. 433, 126 A.2d 439 (1956); *O'Brien v. Martin*, 432 Pa. Super. 323, 638 A.2d 247(1994)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

8. You must decide whether plaintiff-husband confronted an open and obvious danger when he was leaving the defendant's premises. If you find that he did, then the defendant owed plaintiff-husband no duty and is not liable to the plaintiffs. If you find that the danger was obvious or should have been obvious to him, then your verdict must be in favor of the defendant.

Authority: *Carrender v. Fitterer*, 503 Pa. 178, 469 A.2d 120, 123 (1983); *Restatement (Second) of Torts* § 343A

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

9. The law of Pennsylvania does not impose liability if it is reasonable for the defendant to have believed that the alleged dangerous condition would be obvious to and discovered by the plaintiff-husband.

Authority: *Carrender v. Fitterer*, 503 Pa. 178, 469 A.2d 120, 123 (1983); *Cresswell v. End*, 831 A.2d 673, 678, n.3 (Pa. Super. 2003)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

10. A dangerous condition is deemed to be "obvious" when "both the condition and the risks are apparent to and would be recognized by a reasonable person, in the position of the visitor, exercising normal perception, intelligence and judgment."

Authority: *Carrender v. Fitterer*, 503 Pa. 178, 469 A.2d 120, 123 (1983); *Restatement*

(Second) of Torts § 343A

Accepted \_\_\_\_\_

Rejected \_\_\_\_\_

Modified \_\_\_\_\_

11. If you find that the plaintiff-husband confronted an obvious and avoidable danger when he was leaving the defendant's premises, then the defendant owed him no duty to take measures to alleviate those dangers. The burden is on the plaintiffs to prove the existence of a duty. If they fail to prove this, then your verdict must be in favor of the defendant.

Authority: *Carrender v. Fitterer*, 503 Pa. 178, 469 A.2d 120, 125 (1983)

Accepted \_\_\_\_\_

Rejected \_\_\_\_\_

Modified \_\_\_\_\_

12. If you find that the plaintiff-husband voluntarily proceeded to encounter a known or obvious danger when he was leaving the defendant's premises then he is deemed to have agreed to accept the risk and to undertake to lookout for himself, and the defendant is not liable for his injuries.

Authority: *Carrender v. Fitterer*, 503 Pa. 178, 469 A.2d 120, 125 (1983); *Cresswell v. End*, 831 A.2d 673, 678, n.3 (Pa. Super. 2003)

Accepted \_\_\_\_\_

Rejected \_\_\_\_\_

Modified \_\_\_\_\_

13. If you find that the plaintiff-husband failed to observe a dangerous condition plainly visible and nevertheless proceeded without regard to his own safety, then he is guilty of contributory negligence as a matter of law and your verdict must be in favor of the defendant.

Authority: *Kresovich v. Fitzsimmons*, 439 Pa. 10, 264 A.2d 585 (1970); *Knapp v. City of Bradford*, 432 Pa. 172, 247 A.2d 575 (1968)

Accepted \_\_\_\_\_

Rejected \_\_\_\_\_

Modified \_\_\_\_\_

14. If you find that the plaintiff-husband could have assured his own safety by the use of his own senses, he must do so or abide by the consequences of his carelessness.

Authority: *Keiper v. Marquart*, 192 Pa. Super. 88, 159 A.2d 33, 35 (1960)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

15. All persons have an ever present duty to look where they are going and to avoid danger by use of the means at hand.

Authority: *Angelli v. Albert Mansmann Co.*, 168 Pa. Super. 275, 77 A.2d 678 (1951)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

16. A property owner is not under an absolute duty to keep his premises and sidewalks free from snow and ice at all times, since such a duty would be impossible to fulfill in our climate. Therefore, the sole duty upon the property owner is to act to remove ice and snow within a reasonable time after notice to remove it when it is in a dangerous condition.

Authority: *Rinaldi v. Levine*, 406 Pa. 74, 176 A.2d 623 (1962)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

17. There is no liability created by a general slippery condition in the community. In order to establish liability on the part of the defendant, the plaintiffs must prove that each of the following three essentials were present:

(1) That snow and ice had accumulated on the sidewalk in ridges or elevations of such size and character as to unreasonably obstruct travel and constitute a danger to pedestrians traveling thereon;

(2) That the defendant knew or should have known of the existence of such conditions;

(3) That it was the dangerous accumulation of snow and ice which caused the fall.

Authority: Pa. S.S.J.I. (Civ.) §7.02; *Rinaldi v. Levine*, 406 Pa. 74, 176 A.2d 623, 625 (1962); *Roland v. Kravco, Inc.*, 355 Pa. Super.493, 513 A.2d 1029, 1032 (1986), *app. den.* 517 Pa. 599, 535 A.2d 1058 (1987)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

18. The burden of proof is upon the plaintiffs to prove to you that there was a dangerous accumulation of ridges or elevations of ice and/or snow on the sidewalk, and that the defendant had notice of the dangerous condition, and furthermore that plaintiff-husband fell because of the icy conditions. If the plaintiffs do not prove all of that to you by preponderance of the evidence, you must return a verdict in favor of the defendant.

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

19. "The ridge must be shown to be of such substantial size and character as to be a danger to the public..."

Authority: *Rinaldi v. Levine*, 406 Pa. 74, 176 A.2d 623 (1962), citing *Kohler v. Penn Twp.*, 305 Pa. 330, 157 A. 681 (1931)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

20. If the plaintiffs prove to you that a dangerous condition did exist, and that the defendant had notice of it, the plaintiffs must prove the dangerous condition caused by the ridges was the actual cause of the fall.

Authority: *Miller v. City Ice and Fuel Co.*, 363 Pa. 182, 69 A.2d 140 (1949).

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

21. If you find that there was a dangerous condition due to the formation of ridges or elevations of ice, in order to find for the plaintiffs, you must also find the ridges or elevations "were allowed to remain for an unreasonable length of time."

Authority: *Roland v. Kravco, Inc.*, 355 Pa. Super.493, 513 A.2d 1029, 1032 (1986), *app. den.* 517 Pa. 599, 535 A.2d 1058 (1987), citing *Bacsick v. Barnes*, 234 Pa. Super. 616, 341 A.2d 157 (1975)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

22. In order for the plaintiff to recover in this case, the defendant's negligent conduct must have

been a substantial factor in bringing about the accident. This is what the law recognizes as legal cause. A substantial factor is an actual, real factor, although the result may be unusual or unexpected, but is not an imaginary or fanciful factor where a factor having no connection or only an insignificant connection with the accident.

Authority: Pa.S.S.J.I. (Civ.) §3.25

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

23. The plaintiffs claim that the plaintiff-husband was injured and that they sustained damages as a result of the negligent conduct of defendant. The plaintiffs have the burden of proving their claims.

Authority: Pa. S.S.J.I. (Civ.) §3.00.

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

24. If you find that the defendant did owe a duty to the plaintiff-husband and that the duty has been breached, then you need to consider whether plaintiff-husband was contributorily negligent. Contributory negligence is negligence on the part of the plaintiff which is a substantial factor in bringing about his harm. Defendant has the burden of proving that plaintiff was contributorily negligent by fair preponderance of the credible evidence.

The defendant claims that the plaintiff-husband had a choice of two ways in which to proceed, one of which was perfectly safe and the other which was obviously dangerous, and that the plaintiff-husband unreasonably chose the obviously dangerous way. Specifically, the defendant claims that plaintiff-husband was walking outside the area of the parking lot at the time of the alleged accident.

If you find that the plaintiff-husband was contributorily negligent and that his conduct was a substantial factor in bringing about his harm, then the defendant has proven

the defense of contributory negligence.

Authority: *Carrender v. Fitterer*, 503 Pa. 178, 469 A.2d 120, 125 (Pa. 1983); *Pa. S.S.J.I. (Civ.)* §3.03.

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

25. The court has already instructed you about what you may consider in determining whether the defendant was negligent, whether the plaintiff was contributorily negligent, and whether such negligence, if any, was a substantial factor in bringing about the plaintiffs' harm. If you find, in accordance with these instructions, that the defendant was negligent, and such negligence was a substantial factor in bringing about the plaintiff's harm, you must then consider whether the plaintiff was contributorily negligent. If you find that the plaintiff-husband was contributorily negligent, and such contributory negligence was a substantial factor in bringing about his harm, then you apply the Comparative Negligence Act, which provides in Section 1:

The fact that a plaintiff may have been guilty of contributory negligence shall not bar a recovery by the plaintiff where such negligence was not greater than that causal negligence of the defendant, or defendants against whom recovery is sought, but any damages sustained by the plaintiff shall be diminished in proportion to the amount of the negligence attributed to the plaintiff.

Under this Act, if you find that the defendant was causally negligent and you find that the plaintiff was also causally negligent, it is your duty to portion the relative degree of causal negligence between the negligent defendant and the plaintiff. In apportioning the causal negligence, you should use your common sense and experience to arrive at a result that is fair and reasonable under the facts of this occurrence as you have determined them from the evidence.

If you find that the plaintiff-husband's causal negligence was greater than the causal

negligence of the defendant, then the plaintiffs are barred from recovering against the defendant in negligence.

If you find that the plaintiff-husband's causal negligence was a substantial factor in bringing about his harm, then you must set forth the percentage of causal negligence attributable to the plaintiff-husband and the percentage of causal negligence attributable to the defendant. The total of these percentages must be 100%. You will then determine the total amount of damages to which the plaintiffs would be entitled if the plaintiff-husband had not been contributorily negligent; in other words, in finding the amount of damages, you should not consider the degree, if any, of the plaintiffs' fault. After you have returned your verdict, the court will reduce the amount of damages you have found in proportion to the amount of causal negligence which you have attributed to the plaintiffs.

Authority: 42 Pa.C.S.A. §7102(a); Pa.S.S.J.I. (Civ.) §3.03A.

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

26. The purpose of awarding damages in cases involving personal injury is to be compensatory and compensatory alone. Thus, the purpose of awarding damages is neither to punish the wrongdoer nor to provide the injured party with a windfall benefit.

Authority: *Incollingo v. Ewing*, 444 Pa. 263, 282 A.2d 206 (1971)

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Modified \_\_\_\_\_

27. Under the law of Pennsylvania, damages are not to be presumed, therefore, the plaintiffs in this case have the burden of proving their damages that they allegedly sustained with reasonable certainty. If after having all of the plaintiffs' evidence, you cannot determine the damages with any degree of certainty, you cannot award damages and the verdict should be in favor of the defendant.

Authority: *Gordon v. Travatto*, 234 Pa.Super. 279, 338 A.2d 653 (1953)

Accepted \_\_\_\_\_

Rejected \_\_\_\_\_

Modified \_\_\_\_\_

28. You should not award damages on the basis of a mere conjecture or speculation as to what might occur in the future.

Authority: *Lorch v. Eglin*, 365 Pa. 314, 85 A.2d 841 (1952)

Accepted \_\_\_\_\_

Rejected \_\_\_\_\_

Modified \_\_\_\_\_

29. Plaintiffs cannot recover if the evidence for any element of damages is so uncertain or inadequate as to require you to make inferences from mere conjecture or speculation.

Authority: *Bohner v. Eastern Express, Inc.*, 405 Pa. 463, 175 A.2d 864 (1962)

Accepted \_\_\_\_\_

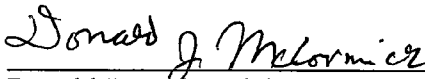
Rejected \_\_\_\_\_

Modified \_\_\_\_\_

Respectfully submitted,

**JURY TRIAL DEMANDED**

DELL, MOSER, LANE & LOUGHNEY LLC

  
\_\_\_\_\_  
Donald J. McCormick, Esquire  
PA I.D. #19850  
437 Grant Street  
Suite 1300 Frick Building  
Pittsburgh, PA 15219-6002  
412-471-1180  
*Counsel for Defendant*



**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the within DEFENDANT'S PRE-TRIAL MEMORANDUM has been served on this 7<sup>th</sup> day of April, 2004, upon all parties, either individually or through counsel by:

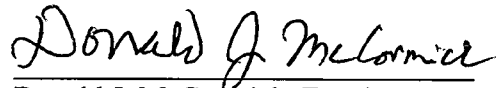
  X   First Class, Mail, Postage Pre-Paid             Hand Delivery  
       Certified Mail-Return Receipt Requested             Facsimile Transmission

at the following address(es):

Stephen P. Drexler, Esq.  
Ainsman & Levine, P.C.  
2201 Grant Building  
Pittsburgh, PA 15219  
(*Counsel for Plaintiff*)

DELL, MOSER, LANE & LOUGHNEY, LLC

By:



Donald J. McCormick, Esquire  
Counsel for Defendant, Dennis F.  
Leighey, Jr., t/d/b/a Denny's Beer  
Barrel Pub

9

# DELL, MOSER, LANE & LOUGHNEY, LLC

ATTORNEYS AT LAW

1300 FRICK BUILDING  
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JOHN BURGESS (PA OH)  
MICHAEL A. COHEN (PA OH TN WV)  
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SEAN P HANNON (PA OH)  
NATHAN D. HUGHES  
MARK R. LANE (PA WV)  
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SCOTT A. MATTHEWS (PA WV)  
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SHARON M. MENCHYK

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ELISABETH W. MOLNAR  
MELVIN L. MOSER (PA WV)  
GEORGE A. POWER  
BRYAN J. SMITH (PA WV)  
BRAD D. TRUST (PA WV)  
CARY W. VALYO  
DANIELLE M. VUGRINOVICI  
ELEONORA M. ZYCH

April 7, 2004

File No. 7657

*Via Federal Express, Overnight*

William A. Shaw  
Clerk of Courts & Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

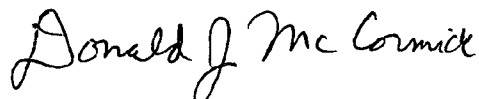
RE: Vinson Santelmo, and Karen Santelmo, his wife v. Dennis F. Leighty, Jr.,  
and Jean M. Leighty, his wife, t/d/b/a Denny's Beer Barrel Pub  
Docket No.: 01-1935-CD

Dear Mr. Shaw:

Enclosed please find the original of the Defendants' Pre-trial Memorandum, along with a cover sheet of this Pre-trial Memorandum. Kindly time stamp the extra cover sheet and return it to me in the enclosed, self-addressed envelope.

If you have any questions, please feel free to contact me.

Sincerely,



Donald J. McCormick

DJM:mak2

Enclosures: Pre-trial Memorandum  
Cover Sheet & Return Envelope

cc: Stephen P. Drexler, Esq. (w/encl.)

**RECEIVED**

**APR 08 2004**

COURT ADMINISTRATOR'S  
OFFICE

GA

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

VINSON SANTELMO and  
KAREN SANTELMO, his wife

V.

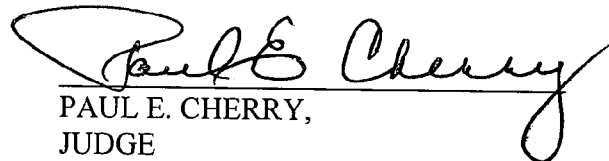
NO. 01-1935-CD

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife t/d/b/a  
DENNY'S BEER BARREL PUB

**ORDER**

AND NOW, this 29<sup>th</sup> day of December, 2004, the Court having been advised by Stephen P. Drexler, Esquire, attorney for Plaintiff, that the parties have reached tentative agreement, it is the ORDER of the Court that this matter shall be removed from the Trial List scheduled for January 4, 2005. It is the further ORDER of this Court that counsel shall submit to the Court a signed Agreement or an Praecepto to Discontinue the Case by and no later than January 31, 2005.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

OK 0 2:00 PM 12/30/04  
1cc atty McCannick  
DEC 30 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

**CIVIL DIVISION**

No.: 01-1935 CD

**PRAECIPE TO SETTLE AND  
DISCONTINUE**

Filed on behalf of the Plaintiff.

Counsel of Record for this Party:

Stephen P. Drexler, Esquire  
PA I.D. #76108

Ainsman & Levine, P.C.  
Firm #975

2201 Grant Building  
Pittsburgh, PA 15219  
(412) 338-9030

**JURY TRIAL DEMANDED**

AL044699.1

**FILED** *NO CC*  
*m/10:18/64* Certificate of  
NOV 22 2005 Disc. to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts *Copy to CIA*  
*GR*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

VINSON SANTELMO, and  
KAREN SANTELMO, his wife,

**CIVIL DIVISION**

No.: 01-1935 CD

Plaintiffs,

v.

DENNIS F. LEIGHTY, JR., and  
JEAN M. LEIGHTY, his wife, t/d/b/a  
DENNY'S BEER BARREL PUB,

Defendants.

PRAECIPE TO SETTLE AND DISCONTINUE

TO: PROTHONOTARY

SIR:

To settle, discontinue or satisfy - Verdicts, Judgments, Executions, Awards, Decrees,  
Equity, Liens, Counterclaims or Crossclaims and Plaintiff's Case or as to Garnishee only, D.S.B.,  
M.L., & Claims, as to Defendants.

  
\_\_\_\_\_  
Stephen P. Drexler, Esquire


I hereby certify that the foregoing is a true and correct statement of the above case.

This statement is made subject to the penalties of 18 PA. C.S. §4904 relating to  
unsworn falsifications to authorities.

Certificate YES

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

**CIVIL DIVISION**

 **COPY**

**Vinson Santelmo  
Karen Santelmo**

**Vs.**

**No. 2001-01935-CD**

**Dennis F. Leighty Jr.  
Denny's Beer Barrel Pub**

**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 November 22, 2005, marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by Stephen P. Drexler, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of November A.D. 2005.

---

William A. Shaw, Prothonotary