

08-1347-CD
Edith Lansberry vs Clearfield Hospital

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,
Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

*
* No. 08-1347-CD

* JURY TRIAL DEMANDED

*

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*

*

* TYPE OF CASE: Civil Action

*

* TYPE OF PLEADING: Praeclipe
* For Issuance of Writ of Summons

*

*

* FILED ON BEHALF OF:

* Plaintiff

*

* COUNSEL OF RECORD FOR THIS
* PARTY:

*

* David C. Mason, Esquire
* Supreme Court I.D. 39180
* Attorney at Law
* P. O. Box 28
* Moshannon Bldg. Suite 216
* Philipsburg, PA 16866
* (814) 342-2240

FILED Atty ad. \$95.00
010-48201
JUL 23 2008 2CC to Atty
W.A. Shaw

Prothonotary/Clerk of Courts | Writ to Sheriff

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,
Plaintiff

VS.

CLEARFIELD HOSPITAL,

Defendant

*
* No.
*

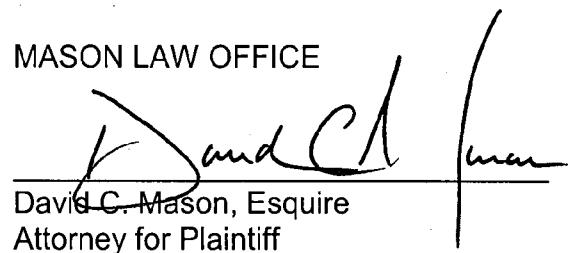
*
* JURY TRIAL DEMANDED
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PRAECIPE FOR ISSUANCE OF
WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons in the above captioned matter to the Defendant
above named and forward to the Sheriff for service.

MASON LAW OFFICE



David C. Mason, Esquire
Attorney for Plaintiff

FILED

JUL 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

COPY

SUMMONS

Edith M. Lansberry

Vs.

NO.: 2008-01347-CD

Clearfield Hospital

TO: **CLEARFIELD HOSPITAL**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 7/23/2008



William A. Shaw
Prothonotary

Issuing Attorney:
David C. Mason, Esq.
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1347-CD

EDITH M. LANSBERRY

VS

CLEARFIELD HOSPITAL

SERVICE # 1 OF 1

SUMMONS

SERVE BY: 08/22/2008

HEARING:

PAGE: 104441

DEFENDANT: CLEARFIELD HOSPITAL
ADDRESS: 809 TURNPIKE AVE.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 7/31/08 AT 852 AM / PM SERVED THE WITHIN

SUMMONS ON CLEARFIELD HOSPITAL, DEFENDANT

BY HANDING TO Amy Dulce *Marketing
Marketing Manager*

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

ADDRESS SERVED 809 Turnpike Ave Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

SUMMONS FOR CLEARFIELD HOSPITAL

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO CLEARFIELD HOSPITAL

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF July 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED

07/31/2008
JUL 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

: Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

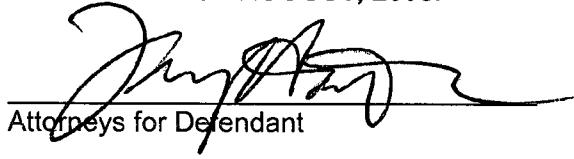
Defendant

: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

: McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 8TH DAY OF AUGUST, 2008.


Attorneys for Defendant

FILED NO cc
m 11:09 AM
AUG 12 2008
GJ

William A. Shaw
Prothonotary/Clerk of Courts

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

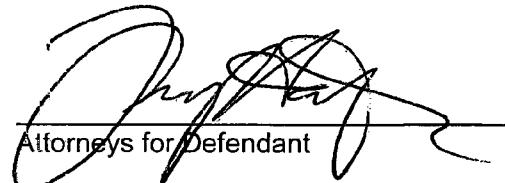
EDITH M. LANSBERRY, : No. 2008 - 1347 - CD
Plaintiff :
VS. :
CLEARFIELD HOSPITAL, :
Defendant : JURY TRIAL DEMANDED

PRAECIPE FOR APPEARANCE

TO: PROTHONOTARY

Enter my Appearance on behalf of Defendant, CLEARFIELD HOSPITAL.

Papers may be served at the address set forth below.



Atorneys for Defendant

McINTYRE, HARTYE & SCHMITT
Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648-0533
PH: (814) 696-3581
FAX: (814) 696-9399

Date: August 8, 2008

FILED

AUG 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

No. 2008 - 1347 - CD

Plaintiff

ISSUE:
PRAECLPICE FOR RULE TO FILE
COMPLAINT

vs.

Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

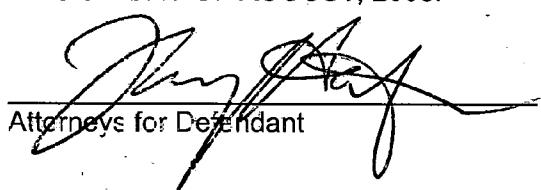
CLEARFIELD HOSPITAL,

McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

Defendant

JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 8TH DAY OF AUGUST, 2008.


Attorneys for Defendant

FILED NO. 3C
MILLER
AUG 12 2008 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY, : No. 2008 - 1347 - CD
Plaintiff :
vs. :
CLEARFIELD HOSPITAL, :
Defendant : JURY TRIAL DEMANDED

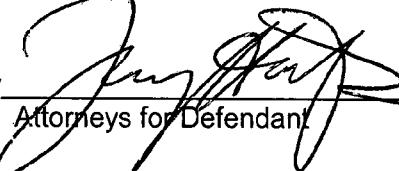
PRAECIPE FOR RULE TO FILE COMPLAINT

TO: PROTHONOTARY

Please enter a Rule upon the Plaintiff, EDITH M. LANSBERRY, to file a
Complaint in the above-captioned matter within twenty (20) days from service of said
Rule.

MCINTYRE, HARTYE & SCHMITT

By


Attorneys for Defendant

Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

FILED

AUG 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

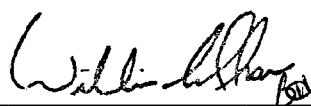
COPY

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

EDITH M. LANSBERRY,	:	No. 2008 - 1347 - CD
Plaintiff	:	
vs.	:	
CLEARFIELD HOSPITAL,	:	
Defendant	:	JURY TRIAL DEMANDED

RULE TO FILE COMPLAINT

AND NOW, this 12th day of August, 2008, Rule is entered on the
Plaintiff to file a Complaint within twenty (20) days of the date of this Rule.



Prothonotary

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,

Plaintiff

*
*
* No. 08-1347-CD

VS.

CLEARFIELD HOSPITAL,

Defendant

* JURY TRIAL DEMANDED

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*
*
* TYPE OF CASE: Civil Action

*
* TYPE OF PLEADING: Complaint

*
*
*
*
* FILED ON BEHALF OF:
* Plaintiff

*
* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason, Esquire
* Supreme Court I.D. 39180
* Attorney at Law
* P. O. Box 28
* Moshannon Bldg. Suite 216
* Philipsburg, PA 16866
* (814) 342-2240

FILED *icc*
M 110 28/01 Atty Mason
AUG 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,

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*

Plaintiff

* No. 08-1347-CD

vs.

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CLEARFIELD HOSPITAL,

Defendant

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,
Plaintiff

*
* No. 08-1347-CD

VS.

CLEARFIELD HOSPITAL,

* JURY TRIAL DEMANDED

Defendant

COMPLAINT

AND NOW comes the Plaintiff, **EDITH M. LANSBERRY**, by and through her Attorney, David C. Mason, of MASON LAW OFFICE, and files this Complaint of which the following are material averments of fact.

1. Plaintiff is **EDITH M. LANSBERRY**, an individual who resides at Morrisdale, Pa, 16858.
2. Defendant is **CLEARFIELD HOSPITAL**, with its office or place of business at 809 Turnpike Avenue, Clearfield, Pa, 16830.
3. At all times material hereto, Defendant was engaged as a private hospital which rendered medical treatment and care to individuals, including without limitation, x-rays and other radiologic testing.
4. On or about July 26, 2006, while being treated at Defendant's radiology department, Plaintiff was lying prostrate on an examination table when a weighted object was thrown, dropped, fell, or was dislodged and allowed to fall onto the Plaintiff, striking her on the posterior aspect of her lower legs.

5. This weighted object which was allowed to fall, was dropped or thrown, or became dislodged and fell on Plaintiff's legs, struck Plaintiff with sufficient force to cause her to suffer serious and permanent injuries to her legs in general, and her right leg in particular, including but not limited to painful and permanent injury to her body and extremities including a torn medial meniscus of the right leg, loss of independence that will never be recaptured, a diminution of health, strength, vigor, vitality and/or physical and mental well being, and a shock to her entire body and systems.

6. Plaintiff's injuries were the direct and proximate result of the negligence, carelessness, and recklessness of the Defendant in that:

(a) Defendant failed to provide a safe and secure area to have Plaintiff lie face down and vulnerable to undergo an x-ray;

(b) Defendant, or its employees, servants, contractors, or other agents who are under their control neglected, failed or refused to inspect the area where Plaintiff lay awaiting x-ray, for the presence of objects that could fall, be dropped or thrown, or become dislodged and strike Plaintiff;

(c) Defendant failed to exercise reasonable care with regard to the x-ray examination table area to protect defendant's patients in general and Plaintiff Lansberry in particular against the reasonably foreseeable possibility that an object sufficient in size and weight to cause injury to an individual could fall, be dropped or thrown or become dislodged and strike Plaintiff;

(d) Defendant failed to provide adequate safeguards to prevent the injury to Plaintiff;

(e) Defendant, or its employees, servants, contractors, or other agents

who are under their control were otherwise negligent, careless, and reckless under the circumstances.

7. Defendant, its employees, servants, contractors, or other agents who are under their control failed to make a reasonable investigation and/or inspection of the x-ray examination table area on July 26, 2006, which investigation or inspection would have revealed the existence of an object sufficient in size and weight to cause injury to an individual could fall, be dropped or thrown or become dislodged and strike Plaintiff.

8. Defendant failed to give warning of the dangerous condition created by the presence of an object sufficient in size and weight to cause injury to an individual if it should fall, be dropped or thrown, or become dislodged and strike an individual, or to cordon or barricade the dangerous areas, to refuse to direct Plaintiff to a dangerous area surrounding the x-ray examination table, and otherwise failed to take any other safety precautions to prevent injury to the Plaintiff, despite said precautions being available to them, including removing or securing the weighted object which fell on the legs of the Plaintiff.

9. Defendant its employees, servants, contractors, or other agents who are under their control failed to remove the object which fell, was thrown, or which became dislodged and struck Plaintiff before it fell, was thrown, or became dislodged.

10. Defendant is solely liable to Plaintiff for the injuries sustained by her in the incident described in this Complaint as a result of the doctrine of res ipsa loquitur, in that:

a. the injury suffered by the plaintiff is the kind that ordinarily does not occur in the absence of negligence;

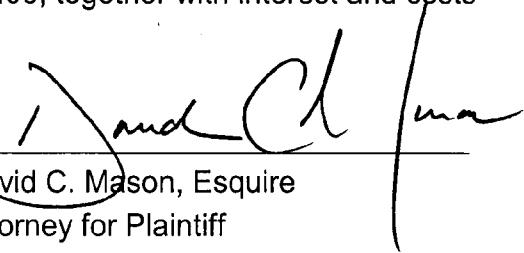
- b. other responsible causes have not appeared to be related to Plaintiff's injury, including the conduct of Plaintiff or third parties; and
- c. the indicated acts of negligence are within the scope of Defendant's duty to the Plaintiff.

11. As a further direct and proximate result of the negligence of the Defendant and the injuries sustained by the Plaintiff, Plaintiff Lansberry has been and will be obliged to receive and undergo medical attention and care and to expend various sums of money and to incur various expenses, and may be obliged to expend such sums to incur such expenditures for an indefinite time into the future.

12. Plaintiff is an insured under the federal government's Medicare health plan for senior citizens, which health plan has paid, is paying and in the future will be obligated to pay for the medical treatment rendered to the Plaintiff as the result of the accident and injuries described herein.

13. Pursuant to the Medicare Secondary Payer Statute, Title 42 U.S.C. §1395, and the code of federal regulations, 42 CFR 410, et seq. these costs and monies expended by Medicare for payment to medical providers for provision of health care to the Plaintiff for treatment of the injuries she sustained in the incident described herein are recoverable by Medicare.

WHEREFORE, Plaintiff demands judgment be entered in her favor, and against the Defendant, in an amount in excess of \$25,000.00, together with interest and costs of suit.



David C. Mason, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the facts set forth in the foregoing pleading are true and correct to the best of our knowledge, information and belief. This verification subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED:

7/25/08

Edith M. Lansberry

Edith M. Lansberry

FILED

AUG 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,

*

*

Plaintiff

* No. 08-1347-CD

*

vs.

*

* JURY TRIAL DEMANDED

*

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*

CLEARFIELD HOSPITAL,

Defendant

*

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*

CERTIFICATE OF SERVICE

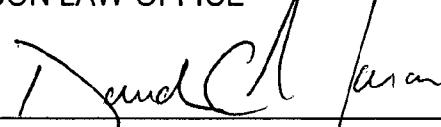
I, DAVID C. MASON, Esquire, do hereby certify that I served a certified, true and correct copy of a COMPLAINT filed to the above captioned action, by placing the same in the United States mail on the 19th day of August, 2008, postage prepaid and addressed as follows:

Frank J. Hartye, Esquire
McIntyre, Hartye & Schmitt
P. O. Box 533
Hollidaysburg, PA 16648

DATED: 8/19/2008

MASON LAW OFFICE

By:



David C. Mason, Esquire
Attorney for Plaintiff

FILED

AUG 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

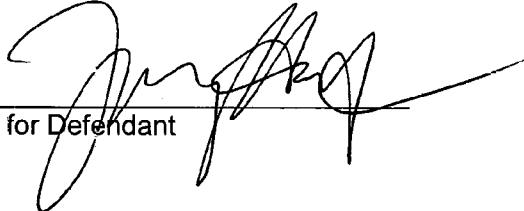
Defendant

Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 17TH DAY OF SEPTEMBER,
2008.

Attn: 
Attorneys for Defendant

FILED ^{no cc}
M 12 55 08
SEP 22 2008
(610)

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: JURY TRIAL DEMANDED

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes the Defendant, CLEARFIELD HOSPITAL, by and through its attorneys, MCINTYRE, HARTYE & SCHMITT, and files the following Answer and New Matter to plaintiff's Complaint:

1. The allegations contained in paragraph 1 are true to the best of defendant's knowledge.
2. Admitted.
3. The allegations contained in paragraph 3 are overly broad and therefore are denied as stated.
4. Admitted in part and denied in part. It is admitted that on July 26, 2006, that the plaintiff was lying on an x-ray table in preparation for x-rays to be taken and that an object swung and made contact with the posterior right leg area of the plaintiff. The remaining allegations are denied as stated.
5. The allegations contained in paragraph 5 are denied. It is denied that the object caused any serious or permanent injuries to the plaintiff. It is denied that the object caused a torn medial meniscus and therefore all of the allegations contained in paragraph 5 are denied.

5. The allegations contained in paragraph 6 are denied. It is denied that Clearfield Hospital was negligent, careless or reckless in any manner. It is denied that any action or inaction on the part of Clearfield Hospital either caused or contributed to the alleged injuries and damages set forth in plaintiff's Complaint and therefore all of the allegations contained in paragraph 6 and the subparagraphs thereof are denied and strict proof thereof is demanded.

7. Denied. It is specifically denied that reasonable inspection of the x-ray examination table area was not performed and therefore all of the allegations contained in paragraph 7 are denied.

8-9. It is denied that a dangerous condition existed and therefore all of the allegations contained in paragraphs 8 and 9 are denied.

10. Denied. It is denied that the doctrine of res ipsa loquitur is a recognized theory of liability in Pennsylvania. To the contrary, it is a doctrine related to proving negligence. Further, it is denied that the doctrine of res ipsa loquitur applies to the facts of this case and therefore all of the allegations contained in paragraph 10 are denied.

11. Denied. All liability is denied. Further, it is denied that any action or inaction on the part of Clearfield Hospital either caused or contributed to the alleged injuries and damages set forth and therefore all of the allegations in paragraph 11 are denied.

12-13. The allegations contained in paragraphs 12 and 13 relating to insurance are impertinent and should be stricken from plaintiff's Complaint.

WHEREFORE, Defendant, CLEARFIELD HOSPITAL, demands judgment in its favor with costs of suit awarded to Clearfield Hospital.

NEW MATTER

By way of further and more complete Answer, defendant avers the following New Matter:

14. Paragraphs 12 and 13 of plaintiff's Complaint refer to insurance matters which are not relevant or admissible and therefore should be stricken.

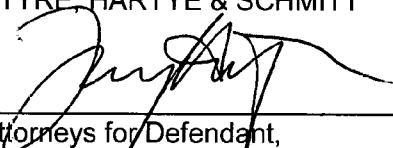
15. All injuries and damages suffered by the plaintiff are the direct, sole and proximate result of preexisting medical conditions and subsequent events not related to the care of Edith Lansberry at Clearfield Hospital on July 26, 2006 and the events which took place on that date.

16. Defendant affirmatively pleads all bars, rights and limitations pursuant to the Health Care Services Malpractice Act, 40 P.S. §1301.103, et seq. and the Medical Care Availability and Reduction of Error Act, 40 P.S. §1300, et seq. and the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendant, CLEARFIELD HOSPITAL, demands judgment in its favor with costs of suit awarded to Clearfield Hospital.

Respectfully submitted,

MCINTYRE, HARTYE & SCHMITT

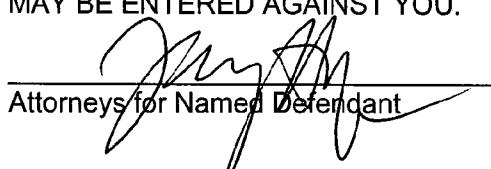
By 

Attnorneys for Defendant,
CLEARFIELD HOSPITAL

Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

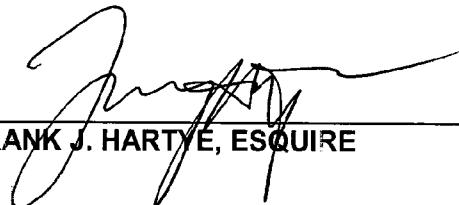
TO: PLAINTIFF

YOU ARE HEREBY NOTIFIED TO
FILE A WRITTEN RESPONSE TO
THE ENCLOSED **NEW MATTER**
WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT
MAY BE ENTERED AGAINST YOU.


Attnorneys for Named Defendant

VERIFICATION

I, **FRANK J. HARTYE, ESQUIRE** being the attorney of record for Defendant, CLEARFIELD HOSPITAL, verify that I am authorized to make this verification on behalf of Defendant in the within action. and that the statements made in the foregoing ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT are true and correct to the best of my knowledge, information, and belief.



FRANK J. HARTYE, ESQUIRE

Date: September 17, 2008

FILED

SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

: ISSUE:

: Notice of Service of Interrogatories and
Request for Production of Documents
Directed to Plaintiff Dated
September 23, 2008

vs.

CLEARFIELD HOSPITAL,

: Filed on behalf of Defendant:
CLEARFIELD HOSPITAL

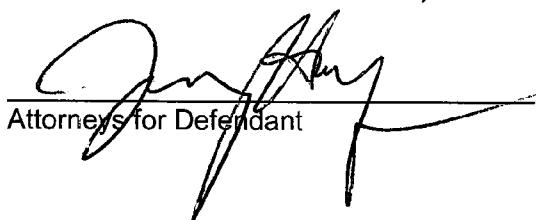
Defendant

: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

: McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 23rd DAY OF SEPTEMBER, 2008.



Attorneys for Defendant

FILED

SEP 24 2008

n/12:15/08
William A. Shaw
Prothonotary/Clerk of Courts
N.C.C. (610)

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

EDITH M. LANSBERRY,	:	No. 2008 - 1347 - CD
Plaintiff	:	
vs.	:	
CLEARFIELD HOSPITAL,	:	
Defendant	:	JURY TRIAL DEMANDED

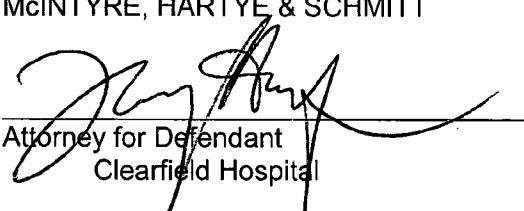
**NOTICE OF SERVICE OF INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFF DATED SEPTEMBER 23, 2008**

TO: PROTHONCTARY

You are hereby notified that on the 23RD day of September, 2008, Defendant, CLEARFIELD HOSPITAL, served Interrogatories and Request for Production of Documents Directed to Plaintiff Datec September 23, 2008, by mailing the original of same via First Class U.S. Mail, postage prepaid, addressed to the following:

David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 15866

McINTYRE, HARTYE & SCHMITT



Attorney for Defendant
Clearfield Hospital

FRANK J. HARTYE, ESQUIRE
PA I.D. No. 25568
P. O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

FILED
SEP 24 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,
Plaintiff

vs.

CLEARFIELD HOSPITAL.

Defendant

*

JURY TRIAL DEMANDED

*

* TYPE OF PLEADING: Plaintiff's Answers

* to Interrogatories Propounded by
* Defendant

*

*

* FILED ON BEHALF OF: Plaintiff

*

★

* David C. Mason, Esquire

六

* ATTORNEY FOR PLAINTIFF

* David C. Mason, Esquire

* Supreme Court ID No. _____

* MASON LAW OFFICE

* Moshannon

* P.O. Box 28

* Philipsburg, PA 16866

* (814) 342-21

5
FILED NOCC
M 10:55 AM
OCT 11 1971

William A. Shaw
Prothonotary/Clerk of Courts

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,
Plaintiff

*
* No. 08-1347-CD

VS.

CLEARFIELD HOSPITAL,

* JURY TRIAL DEMANDED

Defendant

*

NOTICE OF SERVICE

TO: The Prothonotary of said Court:

TAKE NOTICE that on the 8th day of October, 2008, the undersigned did serve Plaintiff's Answers to Interrogatories Propounded by Defendant in the above captioned matter upon Defendant's attorney by mailing the same, postage pre-paid and addressed as follows:

FRANK J. HARTYE, ESQUIRE
MCINTYRE, HARTYE & SCHMITT
P. O. BOX 533
HOLLIDAYSBURG, PA 16648

DATE: 10 - 8 - 8

MASON LAW OFFICE

By: David C. Mason

David C. Mason, Attorney for Plaintiff

FILED

OCT 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104441
NO: 08-1347-CD
SERVICES 1
SUMMONS

PLAINTIFF: EDITH M. LANSBERRY
vs.
DEFENDANT: CLEARFIELD HOSPITAL

S FILED
03:31 PM
DEC 23 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MASON	6090	10.00
SHERIFF HAWKINS	MASON	6090	20.42

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

: ISSUE:
: NOTICE OF DEPOSITION

Plaintiff

vs.

CLEARFIELD HOSPITAL,

: Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

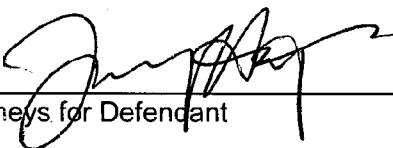
: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

: McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

Defendant

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 28TH DAY OF OCTOBER, 2009.



Attorneys for Defendant

FILED
M 11:08 AM OCT 30 2009
NO CC
B6
William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,	:	No. 2008 - 1347 - CD
Plaintiff	:	
vs.	:	
CLEARFIELD HOSPITAL,	:	
Defendant	:	JURY TRIAL DEMANDED

NOTICE OF DEPOSITION

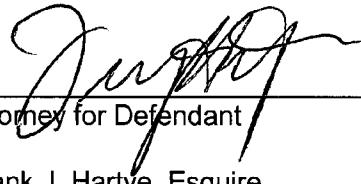
TO: David C. Mason, Esquire
P.C. Box 28
Philipsburg, PA 16866

Please take notice that the deposition of **Plaintiff, EDITH M. LANSBERRY** shall be taken upon oral examination by an official Court Reporter at the offices of **McINTYRE, HARTYE & SCHMITT, 1816 Plank Road, Duncansville, PA (Across from the Hollidaysburg Veteran's Home)** on the **23rd** day of **November, 2009**, commencing at **10:00 a.m.**

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

McINTYRE, HARTYE & SCHMITT



Attorney for Defendant

Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

FILED

OCT 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

: Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

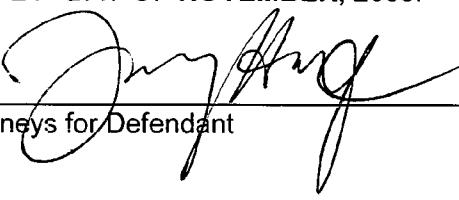
Defendant

: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

: McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 24th DAY OF NOVEMBER, 2009.



Attorneys for Defendant

FILED NO
0105561 CC
NOV 25 2009
S
6/0

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 – 1347 – CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: JURY TRIAL DEMANDED

MOTION TO COMPEL

AND NOW, comes the Defendant, CLEARFIELD HOSPITAL, by and through its attorneys, MCINTYRE, HARTYE & SCHMITT, and files the following Motion to Compel.

1. Plaintiff initiated the within matter by filing a Writ of Summons on July 23, 2008. On or about August 19, 2008, plaintiff filed a Complaint alleging that she was injured by radiology equipment at Clearfield Hospital when a portion of the machinery swung down and hit her on the back of her calf.
2. By letter dated June 2, 2009, defense counsel requested convenient dates from plaintiff's counsel in order to schedule plaintiff's deposition. A copy of the same is enclosed herewith. There was no response from plaintiff's counsel.
3. By letter dated October 28, 2009, counsel for the defense scheduled the deposition of the plaintiff to take place on November 23, 2009 at 10:00 a.m. in Hollidaysburg. The letter specifically requested plaintiff's counsel to advise if the date, time or place was not convenient. There was no response.
4. On November 23, 2009, at 10:00 a.m., defense counsel and the court reporter were present and ready to depose the plaintiff but neither plaintiff nor her counsel showed up for the deposition.

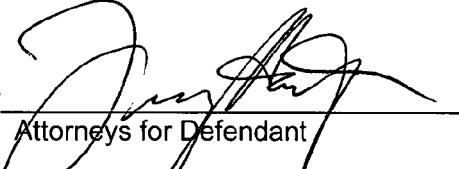
5. Defense counsel called the office of plaintiff's counsel and was told that plaintiff's counsel was at a hearing in Clearfield.

6. Defendant cannot properly provide a defense in this without obtaining the deposition of the plaintiff.

WHEREFORE, defendant requests this Honorable Court to enter an Order directing that plaintiff attend her deposition at a time and place convenient to counsel within sixty (60) days of the date of the Court's Order.

Respectfully submitted,

MCINTYRE, HARTYE & SCHMITT

By 
Attorneys for Defendant

Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

MH&S

McIntyre, Hartye & Schmitt
LAW OFFICES

June 2, 2009

Our Reference: CHT 072 MH

David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 16866

Re: Edith M. Lansberry vs. Clearfield Hospital
No. 2008 – 1347 CD (Clearfield Co.)

Dear Mr. Mason:

In follow-up to my various letters, I would like to schedule the deposition of your client, Edith Lansberry. I do not believe that there is any basis for this lawsuit against Clearfield Hospital; however, since your client has not agreed to dismiss the case, I need to put together a record so that I can pursue a Motion for Summary Judgment.

Could you please provide me with some convenient dates for your client's deposition such that it will take place within the next 30 to 45 days.

Thank you for your courtesy and cooperation in these matters.

Sincerely,

Frank J. Hartye
Frank J. Hartye

FJH/eh

MH&S
McIntyre, Hartye & Schmitt
LAW OFFICES

October 28, 2009

Our Reference: CHT 072 MH

David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 16866

Re: Edith M. Lansberry vs. Clearfield Hospital
No. 2008 – 1347 CD (Clearfield Co.)

Dear Mr. Mason:

Back in June I requested dates for your client's deposition but have not heard from you. As a result I am unilaterally scheduling your client's deposition for November 23, 2009 at 10:00 a.m. at my office in Hollidaysburg. If the date, time or place is not convenient, please let me know.

Thank you for your courtesy and cooperation in these matters.

Sincerely,

Frank J. Hartye
Frank J. Hartye

FJH/eh

11

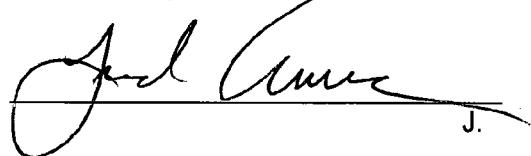
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

EDITH M. LANSBERRY, : No. 2008 - 1347 - CD
Plaintiff :
vs. :
CLEARFIELD HOSPITAL, :
Defendant : JURY TRIAL DEMANDED

ORDER OF COURT

AND NOW, this 30th day of November, 2009, upon
consideration of defendant's Motion to Compel plaintiff's deposition, it is hereby
ORDERED, DIRECTED AND DECREED that the Motion is hereby granted and plaintiff
shall attend her deposition which is to be scheduled at a time convenient to counsel
within sixty (60) days of the date of this Order. Should plaintiff fail to attend her
deposition, plaintiff shall be precluded at time of trial from presenting any testimony
concerning her injuries and any damages stemming from her injuries.

BY THE COURT:



FILED *acc 11/4*
09:39 AM
DEC 01 2009 *Hartje*
64

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12-1-2009

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

DEC 01 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

: Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

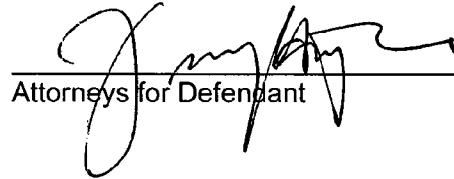
Defendant

: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

: McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 4TH DAY OF DECEMBER, 2009.



Attorneys for Defendant

FILED

DEC 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

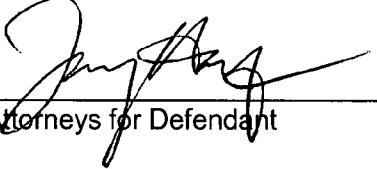
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

EDITH M. LANSBERRY,	:	No. 2008 - 1347 - CD
Plaintiff	:	
vs.	:	
CLEARFIELD HOSPITAL,	:	
Defendant	:	JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

I, Frank J. Hartye, Esquire, hereby certify that I have served a true and correct copy of the attached Order of Judge Ammerman on plaintiff's counsel, David C. Mason, Esquire, by placing the same in the U.S. Mail, postage prepaid, on the 4th day of December, 2009.

McINTYRE, HARTYE & SCHMITT



Attorneys for Defendant

Frank J. Hartye, Esquire
PA. ID. No. 25568
P.O. Box 533
Hollidaysburg, PA 16648
814/696-3581

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

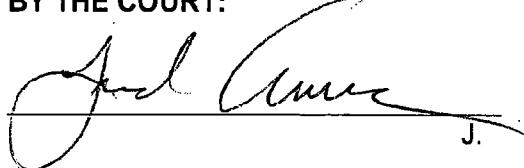
Defendant

: JURY TRIAL DEMANDED

ORDER OF COURT

AND NOW, this 30th day of November, 2009, upon
consideration of defendant's Motion to Compel plaintiff's deposition, it is hereby
ORDERED, DIRECTED AND DECREED that the Motion is hereby granted and plaintiff
shall attend her deposition which is to be scheduled at a time convenient to counsel
within sixty (60) days of the date of this Order. Should plaintiff fail to attend her
deposition, plaintiff shall be precluded at time of trial from presenting any testimony
concerning her injuries and any damages stemming from her injuries.

BY THE COURT:



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

DEC 01 2009

Attest:


William E.
Prothonotary/
Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

: ISSUE:
NOTICE OF DEPOSITION

Plaintiff

vs.

CLEARFIELD HOSPITAL,

: Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

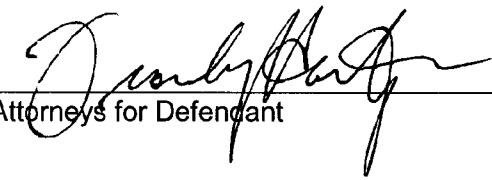
: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

: McINTYRE, HARTYE & SCHMITT
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

Defendant

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 14TH DAY OF DECEMBER, 2009.



Attorneys for Defendant

5
FILED
NO CC
DEC 15 2009
W.A. Shaw
Prothonotary/Clerk of Courts

W.A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,	:	No. 2008 - 1347 - CD
Plaintiff	:	
vs.	:	
CLEARFIELD HOSPITAL,	:	
Defendant	:	JURY TRIAL DEMANDED

NOTICE OF DEPOSITION

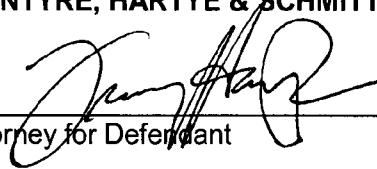
TO: David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 16866

Please take notice that the deposition of Plaintiff, **EDITH M. LANSBERRY** shall be taken upon oral examination by an official Court Reporter at the offices of **McINTYRE, HARTYE & SCHMITT, 1816 Plank Road, Duncansville, PA (Across from the Hollidaysburg Veteran's Home)** on the **19TH** day of **January, 2010**, commencing at **10:00 a.m.**

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

McINTYRE, HARTYE & SCHMITT



Attorney for Defendant

Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568
Laura O. Burke, Esquire
PA I.D. #200595

: McINTYRE, HARTYE, SCHMITT &
SOSNOWSKI
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 20TH DAY OF SEPTEMBER, 2010.

Laura O. Burke

Attorneys for Defendant

5 **FILED**
SEP 22 2010
m1 11:30 AM
William A. Shaw
Prothonotary/Clerk of Courts
no 46

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

EDITH M. LANSBERRY, : No. 2008 - 1347 - CD
Plaintiff :
vs. :
CLEARFIELD HOSPITAL, :
Defendant : JURY TRIAL DEMANDED

NOTICE OF DEPOSITION

TO: Mark Gardner
c/o Gary P. Hunt, Esquire
Tucker Arensberg
1500 One PPG Place
Pittsburgh, PA 15222

Please take notice that the deposition of **MARK GARDNER** shall be taken upon oral examination by an official Court Reporter at the offices of **David C. Mason, Esquire, 203 North Front Street, Suite 201, Philipsburg, PA** on the **12th** day of **October, 2010**, commencing at **2:00 p.m.**

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

McINTYRE, HARTYE, SCHMITT & SOSNOWSKI

Laura A. Burke

Attorney for Defendant

Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY

Edith M. Lansberry
Plaintiff(s)

Vs.

Clearfield Hospital
Defendant(s)

No. 2008-01347-CD

SUBPOENA TO ATTEND AND TESTIFY **DUCES TECUM**

TO: **Mark Gardner**
c/o Gary P. Hunt, Esq. - Tucker, Arensberg
1500 One PPG Place, Pittsburgh, PA 15222

1. You are ordered by the Court to come to **Mason Law Office, 200 N. Front St., Suite 201, Philipsburg**

(Specify Courtroom or other place)

at _____ County, Pennsylvania, on **Oct. 12, 2010** at **2:00**
o'clock, P.M., to testify on behalf of **Defendant, Clearfield Hospital**

in the above case,

and to remain until excused.

2. And bring with you the following: **Any and all documentation pertaining to the x-ray machine at Clearfield Hospital from the date of installation to the present including any reports made to Philips pertaining to the machine.**

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: **Laura O. Burke, Esquire**

ADDRESS: **P.O. Box 533**

Hollidaysburg, PA 16648

TELEPHONE: **814/696-3581**

SUPREME COURT ID # **200595**

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division


Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2014
Clearfield Co., Clearfield, PA

DATE: Friday, September 17, 2010

Seal of the Court

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with PA.R.C.P. No. 234.1. If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

ORIGINAL

FILED

NOV 15 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

ISSUE:

PETITION FOR EXTENSION OF TIME
TO JOIN ADDITIONAL DEFENDANT

vs.

CLEARFIELD HOSPITAL,

Defendant

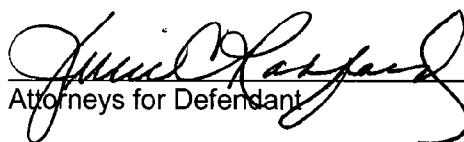
Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568
Julie C. Radford, Esquire
PA I.D. #94854

McINTYRE, HARTYE, SCHMITT &
SOSNOWSKI
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 12th DAY OF November, 2010.


Attnorneys for Defendant

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

EDITH M. LANSBERRY,	:	No. 2008 - 1347 - CD
Plaintiff	:	
vs.	:	
CLEARFIELD HOSPITAL,	:	
Defendant	:	JURY TRIAL DEMANDED

PETITION FOR EXTENSION OF TIME TO JOIN ADDITIONAL DEFENDANT

AND NOW, comes the Defendant, CLEARFIELD HOSPITAL, by and through its attorneys, McINTYRE, HARTYE, SCHMITT & SOSNOWSKI, and files the following Petition for Extension of Time to Join Additional Defendant.

1. Petitioner is the original defendant, Clearfield Hospital.
2. Plaintiff, Edith Lansberry, filed a Complaint on August 13, 2008.
3. Plaintiff's Complaint alleges that on July 26, 2006, while being treated in the Radiology Department at Clearfield Hospital that an object was thrown, dropped, fell or was dislodged striking her on the back part of her lower legs causing injury.
4. Discovery has been conducted to determine the manufacturer of the radiology equipment, when the radiology equipment was installed, who repaired the equipment subsequent to plaintiff's injury and that a mechanical problem existed with the equipment which Petitioner believes caused the incident in this case.
5. Defendant has determined that Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare and Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare was the manufacturer of the equipment and the same was

installed by Field Service Engineer, Mark Gardner and others. Mr. Gardner repaired the machine immediately following the incident set forth in plaintiff's Complaint.

6. On August 11, 2010, Mark Gardner, on behalf of Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare and Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare, came to Clearfield Hospital with a field change order replacing the cable retention mechanism and its hardware as a result of a "field change order program" implemented by Philips. Mr. Gardner's deposition was taken on October 12, 2010, at which time numerous documents were produced. See attached Exhibits 1 and 2 which are the field service report of Mark Gardner and the pamphlet outlining the hardware changes made to the radiology equipment on August 11, 2010.

7. As a result of the field service report and visit of August 11, 2010 and the deposition of Mr. Gardner of October 12, 2010, defendant avers that there is sufficient documentation to show that the piece of equipment which fell and allegedly injured the plaintiff was the same equipment which had hardware replaced in an effort to better secure the cable mechanism.

8. More than sixty (60) days have elapsed since the plaintiff has served her Complaint. Joinder procedures were not commenced during such period of time due to defendant's conducting discovery and efforts to identify the parts and equipment at issue as well as the identity of individuals providing installation service repairs and replacement.

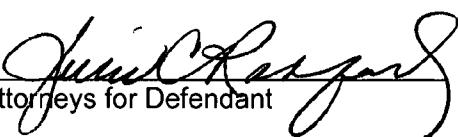
9. Petitioner is requesting permission to join Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare and Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare as an additional defendant in that they were

responsible for the design, manufacturing, installation, service, maintenance and repair of the radiology equipment at issue.

WHEREFORE, Defendant Clearfield Hospital, requests this Honorable Court to grant an extension of time to join Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare and d/b/a Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare within twenty (20) days of the date of the Court's Order.

Respectfully submitted,

MCINTYRE, HARTYE, SCHMITT &
SOSNOWSKI

By 
Attorneys for Defendant

Frank J. Hartye, Esquire
PA I.D. #25568
Julie C. Radford, Esquire
PA I.D. #94854
P.C. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

PHILIPS

Philips Medical Systems North America

Field Service Report

General Information

Facility Name: CLEARFIELD HOSPITAL

Service Order #: 25181335

FSE Name: Mark Gardner

Equipment: 539291 EasyDiagnost Eleva

Contract Type:

PO#:

Call Type: FC FCO Execution

Slice Count:

Operation #: 0010

FE #: 10123754

Order Type: ZFC1

Priority Code: 5 Schedule Activity

Equipment Serviced: 000000000000539291

Serial Number: 293383

Service Request Date: 05/19/2010

Labor Activity Code Reporting

Date & Time Report

FE#	FE Name
WUSD19313	Mark Gardner

Labor Activity Code
FCOA - FCO activity

Start Date	Time	End Date	Time	Qty	UoM
08/11/2010	14:30	08/11/2010	15:00	0.5	H

Expense Report

FE#	FE Name
	No Expenses Reported

Expense Activity Code

Date

Amount

Description:

Service Code Reporting

Cause

WEAR: Wear-out / Breakage / Mech Failure

Damage

MECH: Mechanical Problem

Activity

FCOI: FCO implemented

Parts

Installed Part #	Quantity	Description:	Serial #	Stocking
000000451213196831	1	FCO Improved fix. of the cable roller CS		0094226972

Notes

Remarks:

performed fco 70600048

Reported Problem:

FC070600048

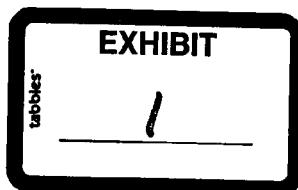
Signatures:

Philips Representative

Mark Gardner

Customer/Client

This is not an invoice



Philips Medical Systems
Demand Service Terms and Conditions – Diagnostic Imaging Equipment

Philips Medical Systems North America Company, a Division of Philips Electronics North America Corporation ("Philips") will provide maintenance, calibration, repair, upgrades, and other quoted service ("Services") on the medical imaging, monitoring and related equipment owned or operated by Customer ("Equipment"), along with replacement of certain parts, assemblies and accessories, all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement to these terms and conditions.

1. SERVICE

The Service provided is for diagnostic imaging equipment unless otherwise agreed in writing. The Services will be performed during Service Coverage hours at Philips' standard prices in effect as of the date of service. At Philips' discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips' property.

2. EXCLUSIONS

a. The Services do not include:

- (i) servicing or replacing components of the Equipment other than those parts listed in this agreement;
- (ii) servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances;
- (iii) the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations;
- (iv) any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips;
- (v) any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips' subcontractor or Philips;
- (vi) damage caused by an external source, regardless of nature;
- (vii) neglect or misuse of the Equipment.

b. The Services do not include, unless specifically quoted by Philips:

- (i) providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
- (ii) any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
- (iii) the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogens, PET calibration sources, film or other supply items, unless specifically included in this Agreement;
- (iv) the cost of factory reconditioning;
- (v) providing software updates, back-up copies of software, or the programming of custom code.

3. COVERAGE

Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips' observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips' then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips' applicable rates for out-of-hours service of this type in effect for hourly service customers with similar Equipment including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips' standards for business expense reimbursement of Philips' employees.

4. CUSTOMER RESPONSIBILITIES

As a condition to Philips' undertaking to provide Services, Customer will:

- assure that the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; dispose of any hazardous or biological waste generated as a result of Philips' servicing the Equipment; maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; operate the Equipment in accordance with the published manufacturer's operating instructions; make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; and provide Philips' service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips' at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to the Equipment.

5. PAYMENT

The total charge, plus applicable tax, will be due immediately upon Customer's receipt of Philips' invoice. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

6. EXCUSABLE DELAYS

Philips is excused from performing the Services when Philips' delay or failure to perform is caused by events beyond Philips' reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or Equipment being contaminated with blood or other potentially infectious material.

7. PAYMENT DEFAULT

In the event of Customer's failure to pay any amount due within 10 days of when payment is due, Philips may, at its option, (i) withhold performance hereunder or under any other agreements with Customer until a reasonable time after all defaults have been cured, (ii) declare all sums due and to become due, to be immediately due and payable hereunder and under such other agreements, (iii) commence collection activities for all sums due or to become due hereunder, all at Customer's expense, including but not limited to costs and expenses of collection, collection agency fees, and reasonable attorneys' fees, and (iv) pursue any other remedies permitted by law.

8. WARRANTY

Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workmanship respectively for a period of 60 days from the date of installation or performance. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties.

The warranty for parts purchased directly by the end-user from Philips and not installed by Philips is 30 days. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty.

Philips' obligations are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work performed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies.

This warranty will not apply to defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for breach of this warranty.

9. WARRANTY DISCLAIMER

Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

10. LIMITATIONS OF REMEDIES AND DAMAGES

Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips' performance hereunder is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

11. PROPRIETARY SERVICE MATERIALS

In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and written or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property by anyone other than Philips' personnel is prohibited. Customer consents to Philips' removal of all or any part of this property at any time.

12. THIRD PARTY MANAGEMENT

If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, Customer agrees that the services provided by Philips are subject solely to the terms and conditions set forth herein, and that Customer guarantees the payment of all monies due or that may become due in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer have made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer agrees to promptly pay for such parts and services on demand.

13. TAXES

Customer will not be obligated to pay any federal, state or local tax imposed upon or measured by Philips' net income. Any other applicable tax will be invoiced to and payable by Customer, along with the total charge in accordance with the payment terms set forth herein, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities.

14. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer employees, agents, joint venturers or partners.

15. RECORD RETENTION AND ACCESS

If Section 1801 (v) (1) (f) of the Social Security Act applies to the Services, Subsections (i) and (ii) of that Section are made a part of these terms. In such an event, Philips agrees to retain and make available, and to insert the requisite clause in each applicable subcontract requiring Philips' subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

16. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips' prior express written consent.

17. SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW

Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips' rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips' failure to enforce any provision of these terms is not a waiver of that provision or of Philips' right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

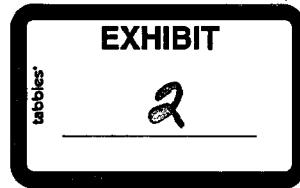
18. ENTIRE AGREEMENT

These terms constitute the entire understanding of the parties and supersede all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated herein. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will apply to the Services or modify these terms.



Improved fixation of the cable roller Implementing the installation

Level 0 Documentation



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SERVICE MANUAL -

Improved fixation of the cable roller - Implementing the installation

Type No:

File: Cable roller fixation assembly

List of pages and drawings (LOPAD)

Manual Order No: 4512 988 04501

released: 03/2010

3...10 (10.0)

Implementing the installation

Improved fixation of the cable roller

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2

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Implementing the installation

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Improved fixation of the cable roller

1. Introduction

As a result of experiences gained in the field, the construction of the fixation assembly for the cable roller has been improved. This documentation describes how to remove the old cable roller fixation assembly and how to install the improved cable roller fixation assembly.

2. Procedure

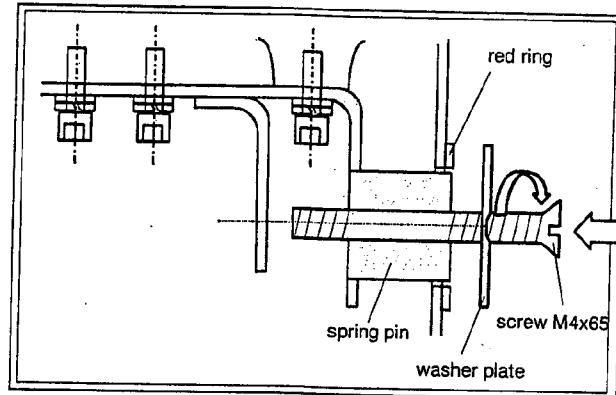
To install the cable roller with the new fixation assembly, the old cable roller assembly has to be removed first. Afterwards the cable roller has to be installed with the new fixation assembly as described below.

2.1. Removing the old cable roller fixation assembly

To remove the old cable roller assembly, the CS cover has to be removed and the cable roller has to be disconnected from the corrugated hose.

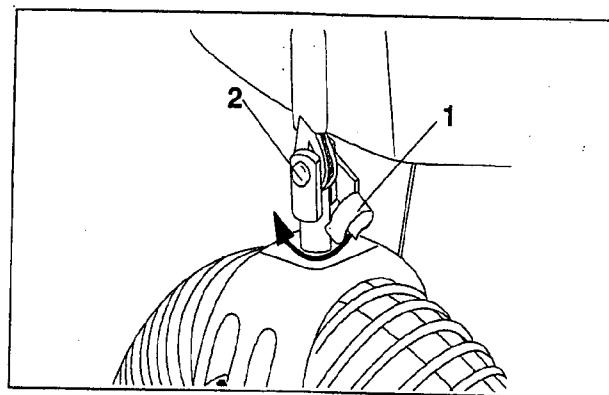
Remove the large CS cover as follows:

- Remove the counter sunk screw M4x65.
- Remove the washer plate.
- Press the two spring pins on each side of the system.
- Remove the large cover.



Disconnect the cable roller wire rope from the corrugated hose clamping ring as follows:

- Remove the metal clamp (1) from the bolt.
- Remove the bracket (2) and disconnect the wire rope.



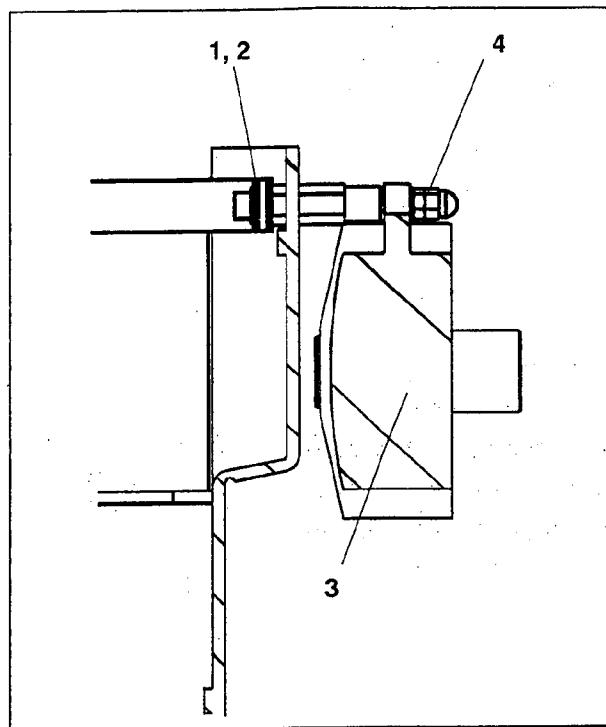
Remove the old cable roller fixation assembly as follows:



CAUTION

When removing the cable roller, make sure to hold it safely to prevent it from falling down.

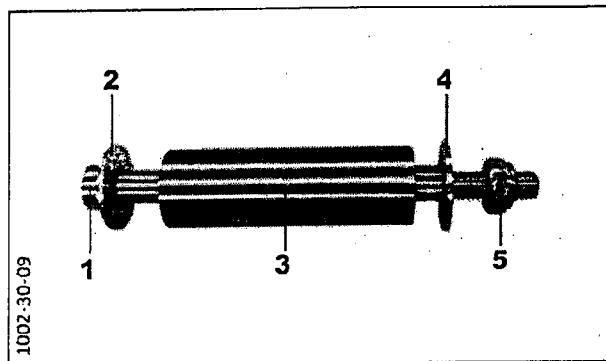
- Remove the screw M8x20 (1).
- Remove the lock washer (2).
- Remove the cable roller (3).
- Remove the nuts (4) from the cable roller.



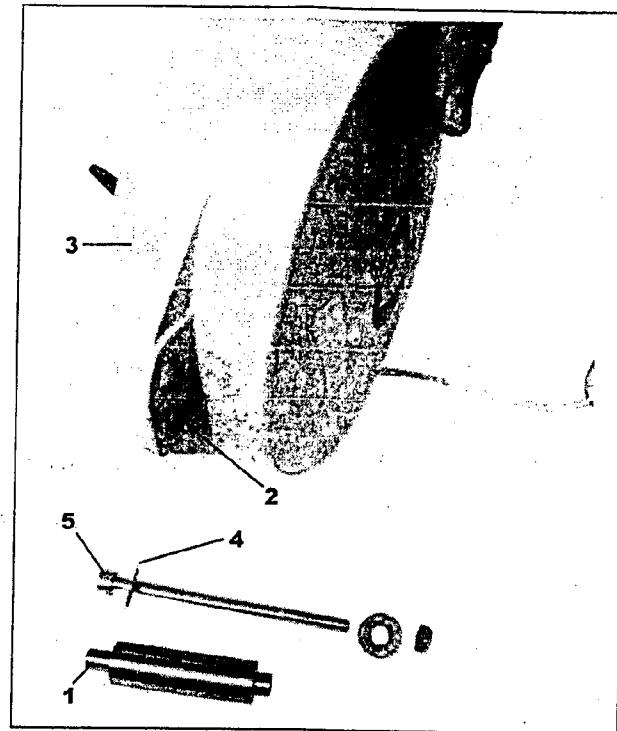
2.2. Installing the new cable roller fixation assembly

The new fixation assembly for the cable roller includes the following parts:

- 1x screw (M6x90) (1)
- 2x washers (2, 4)
- 1x bolt (3)
- 1x locknut (M6x8.8) (5)



- Push the longer shaft of the bolt (1) through the hole (2) of the cable roller (3). The corresponding hole is provided with a sleeve (2).
- Slip one washer (4) over the screw (5) and push it towards the screw head.
- Push the thread of the screw (5) through the longer shaft of the bolt (1).



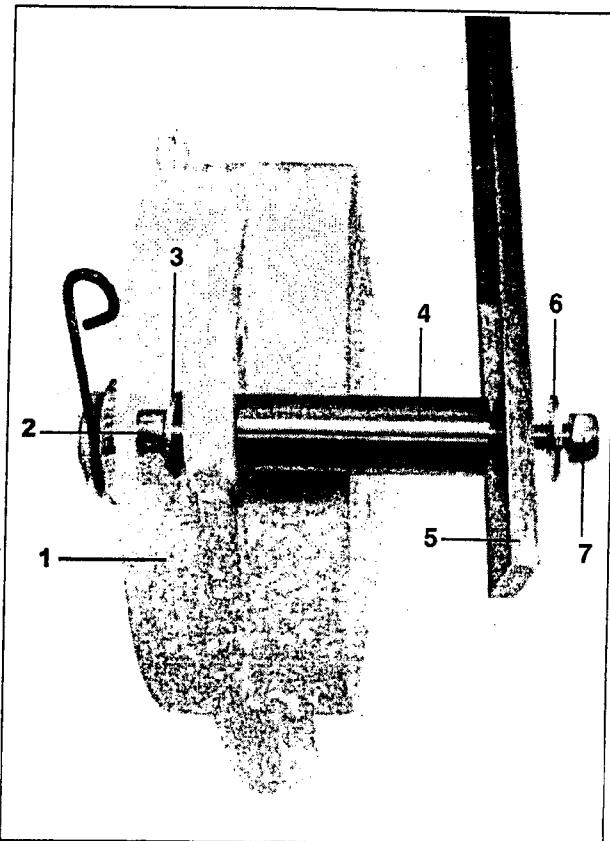
- Fit the cable roller (1) together with the screw (2), the washer (3) and the bolt (4) on the respective angle plate of the ceiling system (this figure shows not the angle plate of the system but an alternative device (5) to illustrate the mounting procedure).
- Slip the second washer (6) over the screw thread.
- Screw in and tighten the locknut (7).



CAUTION

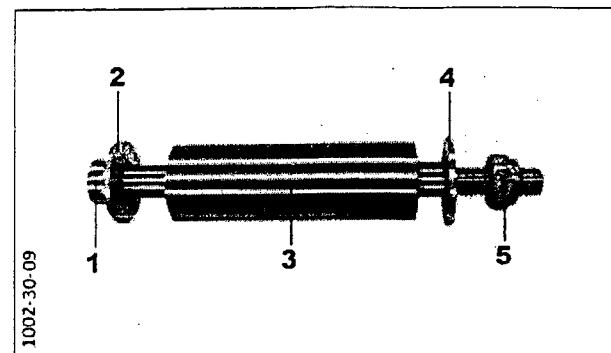
Never use the same locknut twice!

Once tightened the locknut can be removed indeed.
 However, it will not work properly again and thus
 cannot be used to secure the assembly safely.



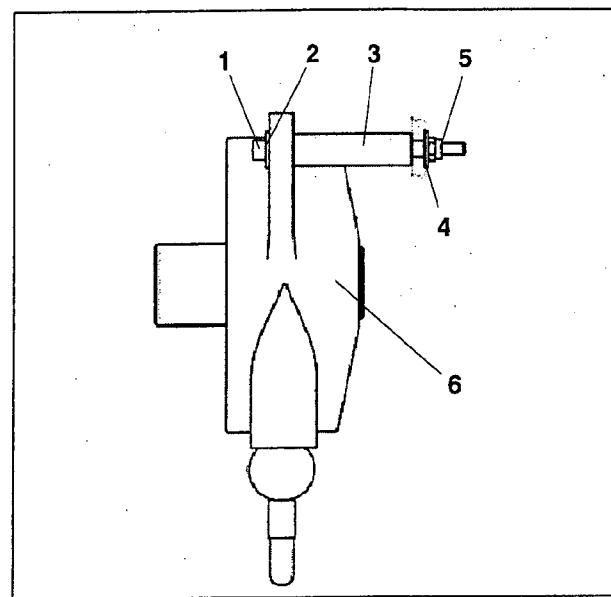
**Appropriately assembled set
(illustrated without the cable roller):**

- Screw (M6x90) (1)
- Washer (2, 4)
- Bolt (3)
- Locknut (M6x8.8) (5)

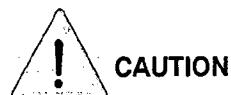


**Appropriately assembled set
(illustrated including the cable roller):**

- Screw (M6x90) (1)
- Washer (2, 4)
- Bolt (3)
- Locknut (M6x8.8) (5)
- Cable roller (6)



2.3. Finishing work



When reconnecting the wire rope, make sure that the connection is secured properly by the metal clamp.

- Reconnect the wire rope in reverse order.



When reinstalling the cover, make sure that the red ring is not visible. This is to ensure that the washer plate and the screw are installed properly thus preventing the falling of the cover.

- Reinstall the large cover in reverse order.

FILED
NOV 15 1970
WILLIAM A. SAWYER
PROSECUTOR
COMMONWEALTH OF MASSACHUSETTS

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

EDITH M. LANSBERRY,	:	No. 2008 - 1347 - CD
Plaintiff	:	
vs.	:	
CLEARFIELD HOSPITAL,	:	
Defendant	:	JURY TRIAL DEMANDED

ORDER OF COURT

AND NOW, this _____ day of _____, 2010, upon
consideration of Defendant's Petition for Extension of Time to Join Additional Defendant,
it is hereby ORDERED, DIRECTED AND DECREED that the extension is hereby
granted for Clearfield Hospital to join Philips Medical Systems North America/Philips
Healthcare as an additional defendant within twenty (20) days of the date of this Order.

BY THE COURT:

CA

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

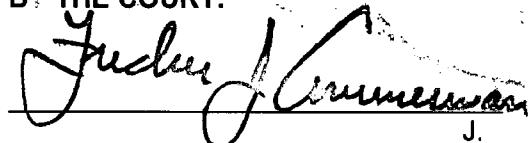
: JURY TRIAL DEMANDED

RULE RETURNABLE

AND NOW, this 17th day of November, 2010, a Rule is
hereby granted to show cause why the Petition for Extension of Time to Join Additional
Defendant should not be granted.

This Rule is returnable on the 8th day of December, 2010, at
9:00 a.m./p.m. in Courtroom No. 1.

BY THE COURT:


J. Cunningham

FILED
10:55 AM
NOV 17 2010
S Atty
Radford
William A. Shaw
Prothonotary/Clerk of Courts
(60)

FILED

NOV 17 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/17/10

Yes, the responsible for serving all appropriate parties.

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

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____

Defendant(s) _____ Defendant(s) Attorney _____

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

PLAINTIFF

V.

CLEARFIELD HOSPITAL,

DEFENDANT

FILED 2cc
M 19 5287 Atty Nelson
NOV 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

*

*

PLAINTIFF

*

No. 2008--1347--CD

*

*

v.

*

*

CLEARFIELD HOSPITAL,

*

*

DEFENDANT

*

*

STIPULATION AND CONSENT TO
DEFENDANT'S PETITION TO JOIN ADDITIONAL DEFENDANT

AND NOW, comes the Plaintiff, Edith M. Lansberry, by and through her attorney, Mason Law Office, and files the following Stipulation and Consent Defendant's Petition for Extension of Time to Join Additional Defendant, and avers as follows:

1. On or about August 13, 2008, Plaintiff Edith M. Lansberry, instituted this civil action by the filing of a Complaint against Defendant Clearfield Hospital.
2. Plaintiff, while a patient at Defendant's facility and during the course of her treatment, was struck in the posterior of her left leg by a piece of radiological equipment causing injury to Plaintiff.
3. On or about September 17, 2008, Defendant Clearfield Hospital filed its Answer and New Matter.
4. Pre-trial discovery is and has been ongoing in this matter.
5. Clearfield Hospital is the only named party Defendant in this action.
6. On or about November 12, 2010, counsel for Defendant Clearfield Hospital

filed a Petition for Extension of Time to Join Additional Defendant, serving the same upon Plaintiff.

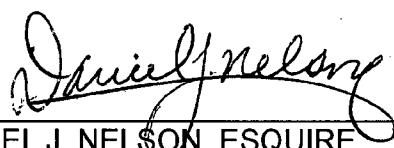
7. Defendant/Petitioner seeks to join to this litigation the maker and manufacturer of the radiological equipment, Philips Medical Systems North America/Philips Healthcare, used by Defendant and which caused injury to Plaintiff.

8. Plaintiff does not oppose Defendant's Petition for Extension of Time to Join Additional Defendant and hereby stipulates and consents thereto.

9. Plaintiff respectfully avers that, with Plaintiff's consent to Defendant's Petition, it is unnecessary to have hearing or argument on Defendant's Petition, unless the Court would determine otherwise.

WHEREFORE, Plaintiff Edith M. Lansberry requests this Honorable Court grant Defendant Clearfield Hospital's Petition for Extension of Time to Join Additional Defendant.

Respectfully Submitted,
MASON LAW OFFICE:

By: 
DANIEL J. NELSON, ESQUIRE
Attorney for Plaintiff

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

EDITH M. LANSBERRY,

PLAINTIFF

* No. 2008-1347-CD

v.

CLEARFIELD HOSPITAL,

DEFENDANT

*

CERTIFICATE OF SERVICE

I, DANIEL J. NELSON, Esquire, do hereby certify that I served a true and correct copy of Plaintiff's Stipulation and Consent to Defendant's Petition to Join Additional Defendant, filed in the above-captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

Frank J. Hartye, Esquire
McIntyre, Hartye, Schmitt, & Sosnowski
P.O. Box 533
Hollidaysburg, PA 16648

MASON LAW OFFICE

DATED: Nov. 17, 2010

By: Daniel J. Nelson
Daniel J. Nelson, Esquire
Attorney for Plaintiff

FILED

May 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

2

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No. 2008-1347-CD

1

CLEARFIELD HOSPITAL,

ORDER

NOW, this 18 day of November, 2010, upon consideration of Defendant Clearfield Hospital's Petition for Extension of Time to Join Additional Defendant, the Plaintiff stipulating and consenting to the same, it is the ORDER of this Court that Defendant shall have twenty (20) days from the date of this ORDER to join Philips Medical Systems North America/Philips Healthcare as an additional defendant to this action.

BY THE COURT:

Fredric J. Ammerman, President Judge

FILED
01/12/2011
NOV 19 2010
Scc
Atty Nelson

William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/19/10

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

: ISSUE:
AFFIDAVIT OF SERVICE

Plaintiff

vs.

CLEARFIELD HOSPITAL,

: Filed on behalf of Defendant,
CLEARFIELD HOSPITAL

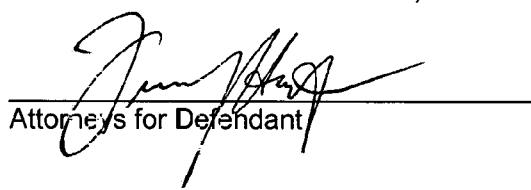
: Counsel of Record:
Frank J. Hartye, Esquire
PA I.D. #25568

: McINTYRE, HARTYE, SCHMITT &
SOSNOWSKI
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

Defendant

: JURY TRIAL DEMANDED

I HEREBY CERTIFY THAT A TRUE AND
CORRECT COPY OF THE WITHIN WAS
MAILED TO ALL COUNSEL OF RECORD
THIS 18TH DAY OF NOVEMBER, 2010.



Attorneys for Defendant

FILED NO
MILLION NOV 22 2010 CC
S NOV 22 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: JURY TRIAL DEMANDED

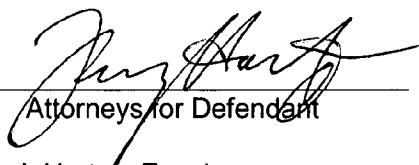
AFFIDAVIT OF SERVICE

I, Frank J. Hartye, Esquire, hereby certify that I have served a true and correct copy of the attached Rule Returnable on behalf of Defendant, Clearfield Hospital on all counsel in the above-captioned case by placing the same in the U.S. Mail, postage prepaid, on the 18th day of November, 2010 addressed as follows:

David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 16866

MCINTYRE, HARTYE, SCHMITT &
SOSNOWSKI

By



Frank J. Hartye, Esquire
PA I.D. #25568
P.O. Box 533
Hollidaysburg, PA 16648
814/696-3581

Attorneys for Defendant

COPY ✓

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: JURY TRIAL DEMANDED

RULE RETURNABLE

AND NOW, this 17th day of November, 2010, a Rule is
hereby granted to show cause why the Petition for Extension of Time to Join Additional
Defendant should not be granted.

This Rule is returnable on the 8th day of December, 2010, at
9:00 a.m. in Courtroom No. 1.

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

NOV 17 2010

Attest,

William J. Ammerman
Prothonotary/
Clark of Courts

FILED

NOV 22 2010

William A. Sharri
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

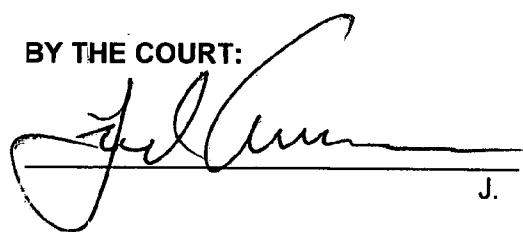
: JURY TRIAL DEMANDED

ORDER OF COURT

AND NOW, this 13 day of December, 2010, upon

consideration of Defendant's Petition for Extension of Time to Join Additional Defendant,
it is hereby ORDERED, DIRECTED AND DECREED that the extension is hereby
granted for Clearfield Hospital to join Phillips Electronics North America Corp., d/b/a
Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips
Healthcare and Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a
Philips Healthcare as additional defendants within twenty (20) days of the date of this
Order.

BY THE COURT:



J.

S **FILED** *2cc*
014.0074 Atty Hasty
DEC 14 2010
b6 b7v
william A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 14 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/14/10

You are responsible for serving all appropriate parties.

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

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____

Defendant(s) _____ Defendant(s) Attorney _____

Special Instructions:

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

EDITH M. LANSBERRY, : No. 2008 - 1347 - CD
Plaintiff :
vs. :
CLEARFIELD HOSPITAL, :
Defendant : JURY TRIAL DEMANDED

PRAECIPE FOR WRIT OF SUMMONS TO JOIN ADDITIONAL DEFENDANTS

TO: PROTHONOTARY

Kindly issue a Writ of Summons to Join **Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare**, c/o Corporation Service Company, 2704 Commerce Drive, Harrisburg, PA 17110 and **Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare**, c/o Corporation Service Company, 2704 Commerce Drive, Harrisburg, PA 17110 as Additional Defendants in the above-captioned action on behalf of Defendant Clearfield Hospital.

McINTYRE, HARTYE, SCHMITT & SOSNOWSKI

By 
Attorney for Defendant Clearfield Hospital

Frank J. Hartye, Esquire
PA I.D. #25568
Julie C. Radford, Esquire
PA ID #94854
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

5
FILED
MILLION
DEC 21 2010
Writs to
Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT TO JOIN ADDITIONAL DEFENDANT

Edith M. Lansberry
Plaintiff(s)

Vs.

Clearfield Hospital
Defendant(s)

2008-01347-CD

Vs.

Philips Electronics North America Corp., d/b/a
Philips Medical Systems North America, d/b/a
Philips Medical Systems, d/b/a Philips Healthcare

and

Philips Medical Systems, N.A. d/b/a
Philips Medical Systems, d/b/a Philips Healthcare
Additional Defendant(s)

To: Philips Electronics North America Corp., d/b/a Philips Medical Systems North America,
d/b/a Philips Medical Systems, d/b/a Philips Healthcare **AND**
Philips Medical Systems, N.A. d/b/a Philips Medical Systems, d/b/a Philips Healthcare
Additional Defendant(s)

You are notified that Clearfield Hospital has joined you as an additional defendant in this action, which you are required to defend.

Dated: December 21, 2010

Willie M. Blair

Prothonotary

Filing Attorney: Julie C. Radford, Esq.
PO Box 533
Hollidaysburg, PA 16648
(814) 696-3581

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108006
NO: 08-1347-CD
SERVICE # 1 OF 2
WRIT TO JOIN ADDITIONAL DEFENDANT

PLAINTIFF: EDITH M. LANSBERRY

VS

DEFENDANT: CLEARFIELD HOSPITAL -vs- PHILIPS ELECTRONICS NORTH AMERICA CORP., d/b/a et al

SHERIFF RETURN

NOW, December 22, 2010, SHERIFF OF DAUPHIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT TO JOIN ADDITIONAL DEFENDANT ON PHILIPS ELECTRONICS NORTH AMERICA CORP.dba Philips Medical Systems North America dba et al.

NOW, December 28, 2010 AT 1:12 PM SERVED THE WITHIN WRIT TO JOIN ADDITIONAL DEFENDANT ON PHILIPS ELECTRONICS NORTH AMERICA CORP.dba Philips Medical Systems North America dba et al, DEFENDANT. THE RETURN OF DAUPHIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

10:06 AM 08-1347-CD
S... 2
William A. Shaffer
Sheriff's Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108006
NO: 08-1347-CD
SERVICE # 2 OF 2
WRIT TO JOIN ADDITIONAL DEFENDANT

PLAINTIFF: EDITH M. LANSBERRY

vs.

DEFENDANT: CLEARFIELD HOSPITAL -vs- PHILIPS ELECTRONICS NORTH AMERICA CORP., d/b/a et al

SHERIFF RETURN

NOW, December 22, 2010, SHERIFF OF DAUPHIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT TO JOIN ADDITIONAL DEFENDANT ON PHILIPS MEDICAL SYSTEMS, N.A. dba PHILIPS MEDICAL SYSTEMS dba PHILIPS HEALTHCARE.

NOW, December 28, 2010 AT 1:12 PM SERVED THE WITHIN WRIT TO JOIN ADDITIONAL DEFENDANT ON PHILIPS MEDICAL SYSTEMS, N.A. dba PHILIPS MEDICAL SYSTEMS dba PHILIPS HEALTHCARE, DEFENDANT. THE RETURN OF DAUPHIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108006
NO: 08-1347-CD
SERVICES 2
WRIT TO JOIN ADDITIONAL DEFENDANT

PLAINTIFF: EDITH M. LANSBERRY

vs.

DEFENDANT: CLEARFIELD HOSPITAL -vs- PHILIPS ELECTRONICS NORTH AMERICA CORP., d/b/a et al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	McINTYRE	8916	20.00
SHERIFF HAWKINS	McINTYRE	8916	21.00
DAUPHIN CO.	McINTYRE	8917	66.50

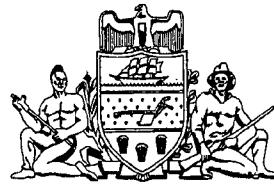
Sworn to Before Me This

So Answers,

____ Day of _____ 2011


Chester A. Hawkins
Sheriff

Office of the Sheriff



William T. Tully
Solicitor

Charles E. Sheaffer
Chief Deputy

Michael W. Rinehart
Assistant Chief Deputy

Dauphin County
Harrisburg, Pennsylvania 17101
ph: (717) 780-6590 fax: (717) 255-2889

Jack Lotwick
Sheriff

Commonwealth of Pennsylvania

: EDITH M LANSBERRY
VS
PHILIPS ELECTRONICS NORTH AMERICA
: CORP. DBA PHILIPS MEDICAL SYSTEMS
ET AL

Sheriff's Return
No. 2010-T-3765
OTHER COUNTY NO. 081347CD

And now: DECEMBER 28, 2010 at 1:12:00 PM served the within WRIT TO JOIN ADDITIONAL DEFENDANTS upon PHILIPS ELECTRONICS NORTH AMERICA CORP. DBA PHILIPS MEDICAL SYSTEMS ET AL by personally handing to JENNIFER SMITH 1 true attested copy of the original WRIT TO JOIN ADDITIONAL DEFENDANTS and making known to him/her the contents thereof at C/O CSC 2595 INTERSTATE DRIVE SUITE 103 HBG PA 17110

CUSTOMER SERVICE ASSOC.

Sworn and subscribed to
before me this 29TH day of December, 2010

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

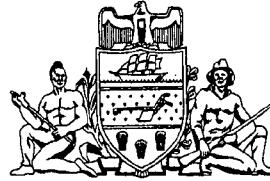
Karen M. Hoffman, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires August 17, 2014

So Answers,

Sheriff of Dauphin County, Pa.

By _____
Deputy Sheriff
Deputy: W CONWAY
Sheriff's Costs: \$66.5 12/27/2010

Office of the Sheriff



William T. Tully
Solicitor

Charles E. Sheaffer
Chief Deputy

Michael W. Rinehart
Assistant Chief Deputy

Dauphin County
Harrisburg, Pennsylvania 17101
ph: (717) 780-6590 fax: (717) 255-2889

Jack Lotwick
Sheriff

Commonwealth of Pennsylvania

: EDITH M LANSBERRY
VS
PHILIPS ELECTRONICS NORTH AMERICA
: CORP. DBA PHILIPS MEDICAL SYSTEMS
ET AL

Sheriff's Return
No. 2010-T-3765
OTHER COUNTY NO. 081347CD

And now: DECEMBER 28, 2010 at 1:12:00 PM served the within WRIT TO JOIN ADDITIONAL DEFENDANTS upon PHILIPS MEDICAL SYSTEMS, NA. DBA PHILIPS MEDICAL SYSTEMS ET AL by personally handing to JENNIFER SMITH 1 true attested copy of the original WRIT TO JOIN ADDITIONAL DEFENDANTS and making known to him/her the contents thereof at C/O CSC 2595 INTERSTATE DRIVE SUITE 103 HBG PA 17110

CUSTOMER SERVICE ASSOC.

Sworn and subscribed to
before me this 29TH day of December, 2010

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Karen M. Hoffman, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires August 17, 2014

So Answers,

Sheriff of Dauphin County, Pa.

By
Deputy Sheriff
Deputy: W CONWAY
Sheriff's Costs: \$66.5 12/27/2010



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 108006

TERM & NO. 08-1347-CD

EDITH M. LANSBERRY

WRIT TO JOIN ADDITIONAL DEFENDANT

vs.

CLEARFIELD HOSPITAL -vs- PHILIPS ELECTRONICS NORTH AMERICA CORP., d/b/a et al

SERVE BY: 01/20/2010
COURT DATE:

MAKE REFUND PAYABLE TO McINTYRE, HARTYE, SCHMITT & SOSNOWSKI, ESQ.

SERVE: PHILIPS MEDICAL SYSTEMS, N.A. dba PHILIPS MEDICAL SYSTEMS dba PHILIPS HEALTHCARE

ADDRESS: c/o Corporation Service Company, 2704 COMMERCE DR., HARRISBURG, PA 17110

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF DAUPHIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 22, 2010.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 108006

TERM & NO. 08-1347-CD

EDITH M. LANSBERRY

WRIT TO JOIN ADDITIONAL DEFENDANT

vs.

CLEARFIELD HOSPITAL -vs- PHILIPS ELECTRONICS NORTH AMERICA CORP., d/b/a et al

**SERVE BY: 01/20/2010
COURT DATE:**

MAKE REFUND PAYABLE TO McINTYRE, HARTYE, SCHMITT & SOSNOWSKI, ESQ.

SERVE: PHILIPS ELECTRONICS NORTH AMERICA CORP. dba Philips Medical Systems North America dba et al
* (see attached)

ADDRESS: c/o Corporation Service Company, 2704 COMMERCE DR., HARRISBURG, PA 17110

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF DAUPHIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 22, 2010.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

INSTRUCTIONS

✓ **TO THE PROTHONOTARY**- Please find attached a Praeipe for Writ of Summons directed to Defendants. Please return a time-stamped copy for my records. Please forward the Writs directed to Defendants to the Clearfield County Sheriff to effectuate service of the Writ directed to Defendants along with the Sheriff's service fee and this instruction page.

TO THE SHERIFF OF CLEARFIELD COUNTY: Please deputize the Sheriff of Dauphin County to make service of the Defendants as indicated below.

TO THE SHERIFF OF DAUPHIN COUNTY:

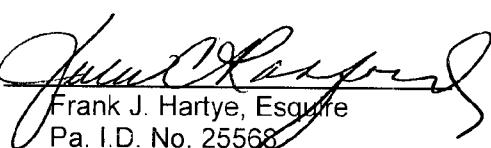
Please serve the following Defendants:

- 1) *** Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare**
c/o Corporation Service Company
2704 Commerce Drive
Harrisburg, PA 17110; and
- 2) **Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare**
c/o Corporation Service Company
2704 Commerce Drive
Harrisburg, PA 17110

Please provide my office with a return of service for the Writ after service is made upon the Defendants.

McINTYRE, HARTYE, SCHMITT & SOSNOWSKI

BY


Frank J. Hartye, Esquire
Pa. I.D. No. 25568
Julie C. Radford, Esquire
Pa. I.D. No. 94854
Attorney for Defendant Clearfield Hospital
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581



COUNTY OF DAUPHIN
HARRISBURG, PA.

J.R. LOTWICK
SHERIFF OF DAUPHIN COUNTY
OFFICIAL RECEIPT

File #	Case Number	Document Type
	2010-T-3765	WRIT TO JOIN ADDITIONAL DEFENDANTS

Operator: 2555
Primary
Defendant: **PHILIPS ELECTRONICS NORTH AMERICA CORP. DBA PHILIPS
MEDICAL SYSTEMS ET AL**

Cash Accounting

Rec. Date	Cat.	Transaction Type	Deposit Type	Receipt Number	Check From	Amount
12/27/2010	Deposit County	Civil Action-Notice	Check	10-132515	MCINTYRE	\$66.50

Total Number of Rows: 1

Total Paid \$66.5

RECD. BY *J.R. Lotwick*

McINTYRE, HARTYE, SCHMITT & SOSNOWSKI

8917

DATE : Dec/20/2010
CHE #: 8917
AMOUNT : \$66.50
ACCOUNT: GENERAL - 3
PAID TO: Dauphin County Sheriff

Sher

CLIENT: CHT - ProClaim America, Inc.
MATTER: CHT072MH

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

EDITH M. LANSBERRY,

: No. 2008 - 1347 - CD

Plaintiff

VS.

CLEARFIELD HOSPITAL,

Defendant

: JURY TRIAL DEMANDED

PRAECIPE FOR WRIT OF SUMMONS TO JOIN ADDITIONAL DEFENDANTS

TO: PROTHONOTARY

Kindly issue a Writ of Summons to Join **Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare**, c/o Corporation Service Company, 2704 Commerce Drive, Harrisburg, PA 17110 and **Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare**, c/o Corporation Service Company, 2704 Commerce Drive, Harrisburg, PA 17110 as Additional Defendants in the above-captioned action on behalf of Defendant Clearfield Hospital.

MCINTYRE, HARTYE, SCHMITT & SOSNOWSKI

By 
Attorney for Defendant Clearfield Hospital

Frank J. Hartye, Esquire
PA I.D. #25568
Julie C. Radford, Esquire
PA ID #94854
P.O. Box 533
Hollidaysburg, PA 16648
(814) 696-3581

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

DEC 21 2010

Attest.


William L. Hart
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EDITH M. LANSBERRY,

CIVIL DIVISION

Plaintiff

No. 2008-01347-CD

vs.

CLEARFIELD HOSPITAL,

PRAECIPE FOR APPEARANCE

Defendant

vs

PHILIPS ELECTRONICS NORTH
AMERICA CORP., et al.,

Additional Defendants

Filed on Behalf of Additional Defendants

Counsel of Record for this Party:

Gary P. Hunt, Esquire
Pa. I.D. #23556

Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh PA 15222
(412) 566-1212

FILED NO
M 15960 cc
S JAN 31 2011

William A. Shaw Copy to
Prothonotary/Clerk of Courts CIA
(66)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EDITH M. LANSBERRY,

CIVIL DIVISION

Plaintiff

No. 2008-01347-CD

vs.

CLEARFIELD HOSPITAL,

Defendant

vs.

PHILIPS ELECTRONICS NORTH AMERICA
CORP., et al.,

Additional Defendants

PRAECIPE FOR APPEARANCE

TO: PROTHONOTARY:

Please enter the appearance of Gary P. Hunt, Esquire, on behalf of all Additional Defendants in the above-captioned case.

TUCKER ARENSBERG, P.C.

BY

Gary P. Hunt

Gary P. Hunt, Esquire
Pa. I.D. #23556
1500 One PPG Place
Pittsburgh PA 15222
(412) 566-1212

Attorneys for Additional Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praeclipe for Appearance has been served upon the following counsel via First-Class, U.S. Mail, this 28 day of January, 2011, addressed as follows:

Julie C. Radford, Esquire
P. O. Box 533
Hollidaysburg PA 16648

David C. Mason, Esquire
Law Office of David C. Mason
200 North Front Street, Suite 201
Philipsburg PA 16866

Gary P. Hunt

Gary P. Hunt, Esquire

LIT:494887-1 026231-147377

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

* No. 2008-1347-CD

Plaintiff

vs.

CLEARFIELD HOSPITAL

Defendant

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

EDITH M. LANSBERRY, * No. 2008-1347-CD
*
* Plaintiff
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*
*
vs. *
*
CLEARFIELD HOSPITAL *
*
*
Defendant *

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY OF SAID COURT:

Kindly mark the above captioned matter settled and discontinued.

MASON LAW OFFICE

DATED: Jan 21, 2013

By: David C. Mason
David C. Mason, Esquire,
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

* No. 2008-1347-CD

Plaintiff

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CLEARFIELD HOSPITAL

Defendant

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe to Settle and Discontinue was served upon the following by depositing the same in the U.S. Mail, postage prepaid, and addressed as follows:

Frank J. Hartye, Esquire
McIntyre, Hartye & Schmitt
P.O. Box 533
Hollidaysburg, PA 16648

DATED *Jan 21, 2013*

MASON LAW OFFICE

By: *David C. Mason*

David C. Mason, Esquire
Attorney for Plaintiff