

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

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\* TYPE OF PLEADING: Praecipe  
\* 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  
010-48201  
JUL 23 2008  
Atty pd. \$95.00  
2cc to Atty

William A. Shaw  
Prothonotary/Clerk of Courts I went to Sheriff

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

CIVIL DIVISION - LAW

EDITH M. LANSBERRY,  
Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

\*

\* No.

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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.**

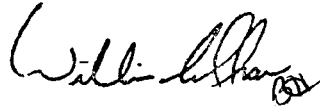
**NO.: 2008-01347-CD**

**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 \_\_\_\_\_

FILED

013125671  
JUL 31 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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  
man.

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 \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*[Signature]*  
Deputy Signature

S. Hunter

Print Deputy Name

**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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**

PRAECIPE FOR APPEARANCE

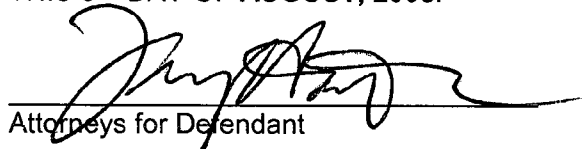
Filed on behalf of Defendant,  
CLEARFIELD HOSPITAL

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

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

JURY TRIAL DEMANDED

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

  
Attorneys for Defendant

**FILED** No CC  
m/11:09/30  
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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: No. 2008 – 1347 – CD

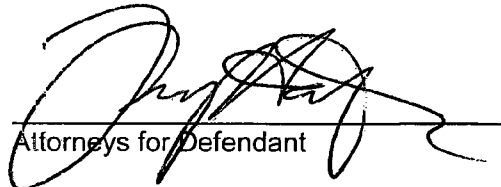
: JURY TRIAL DEMANDED

**PRAECIPE FOR APPEARANCE**

TO: PROTHONOTARY

Enter my Appearance on behalf of Defendant, CLEARFIELD HOSPITAL.

Papers may be served at the address set forth below.



Attorneys for Defendant

**McINTYRE, HARTYE & SCHMITT**

Frank J. Hartye, Esquire

P.A.I.D. #25568

P.O. Box 533

Hollidaysburg, PA 16648-0533

PH: (814) 696-3581

FAX: (814) 696-9399

Date: August 8, 2008

4.

**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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

ISSUE:  
PRAECIPE FOR RULE TO FILE  
COMPLAINT

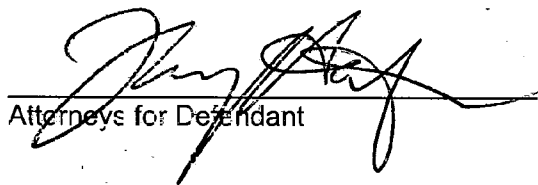
Filed on behalf of Defendant,  
CLEARFIELD HOSPITAL

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

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

JURY TRIAL DEMANDED

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

  
Attorneys for Defendant

FILED <sup>NB</sup>  
AUG 12 2008 <sup>CC</sup> <sup>OK</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

Frank J. Hartye, Esquire  
PA I.D. #25568  
P.O. Box 533  
Hollidaysburg, PA 16648  
(E14) 696-3581

**FILED**

**AUG 12 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

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\* No. 08-1347-CD

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\* JURY TRIAL DEMANDED

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\* TYPE OF CASE: Civil Action

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\* TYPE OF PLEADING: Complaint

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\*

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\* 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** *ice*  
*m110-2861*  
**AUG 13 2008** *Atty Mason*

William A. Shaw  
Prothonotary/Clerk of Courts

*(EV)*

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

CIVIL DIVISION - LAW

**EDITH M. LANSBERRY,**

Plaintiff

vs.

**CLEARFIELD HOSPITAL,**

Defendant

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\* No. 08-1347-CD

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\* JURY TRIAL DEMANDED

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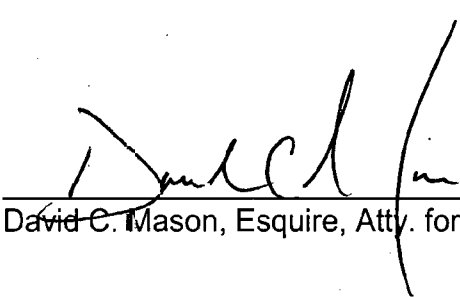
\*

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

  
\_\_\_\_\_  
David C. Mason, Esquire, Atty. for Plaintiff.



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

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JURY TRIAL DEMANDED

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**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.



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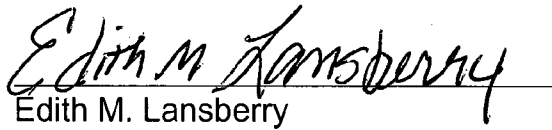
David C. Mason, Esquire  
Attorney for Plaintiff

**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

**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

vs.

**CLEARFIELD HOSPITAL,**

Defendant

\*

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\* No. 08-1347-CD

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\* JURY TRIAL DEMANDED

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\* TYPE OF CASE: Civil Action

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\* TYPE OF PLEADING: Certificate of Service

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\* 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** *NO CC*  
*m/10:57*  
AUG 20 2008 *CD*

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

\*

\*

\* No. 08-1347-CD

\*

\*

\* JURY TRIAL DEMANDED

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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 19<sup>th</sup> 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

100-1000000

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**

ANSWER AND NEW MATTER  
TO PLAINTIFF'S COMPLAINT

Filed on behalf of Defendant,  
CLEARFIELD HOSPITAL

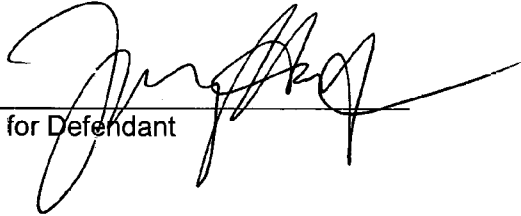
Counsel of Record:  
Frank J. Hartye, Esquire  
PA I.D. #25568

McINTYRE, HARTYE & SCHMITT  
P.O. Box 533  
Hollicaysburg, PA 16648  
(314) 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.

Attorneys for Defendant



**FILED** <sup>no cc</sup>  
m/125564  
SEP 22 2008 (610)

William A. Shaw  
Prothonotary/Clerk of Courts

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.

6. 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

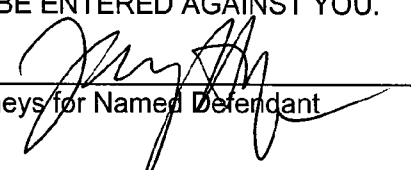
By 

Attorneys 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.

  
Attorneys 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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**

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

**FILED**

Filed on behalf of Defendant:  
CLEARFIELD HOSPITAL

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

SEP 24 2008  
w/12:15/um  
William A. Shaw  
Prothonotary/Clerk of Courts  
No 9/26/08

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 23<sup>rd</sup> DAY OF **SEPTEMBER, 2008.**

  
Attorneys for Defendant



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

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

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  
\*  
\*  
\*

\* TYPE OF PLEADING: Plaintiff's Answers  
\* to Interrogatories Propounded by  
\* Defendant  
\*

\* FILED ON BEHALF OF: Plaintiff  
\*

\* ATTORNEY FOR PLAINTIFF  
\* David C. Mason, Esquire  
\* Supreme Court ID No. 39180  
\* MASON LAW OFFICE  
\* Moshannon Bldg., Suite 216  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

9  
FILED *no cc*  
OCT 09 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

\*  
\* No. 08-1347-CD  
\*

\*  
JURY TRIAL DEMANDED  
\*  
\*  
\*

**NOTICE OF SERVICE**

TO: The Prothonotary of said Court:

TAKE NOTICE that on the 8<sup>th</sup> 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, 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

5  
**FILED**  
03:31/61  
DEC 23 2008  
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

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: No. 2008 – 1347 – CD

: **ISSUE:**  
: NOTICE OF DEPOSITION


:  
: 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

:  
: JURY TRIAL DEMANDED

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

  
Attorneys for Defendant

**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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: No. 2008 – 1347 – CD  
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: JURY TRIAL DEMANDED

**NOTICE OF DEPOSITION**

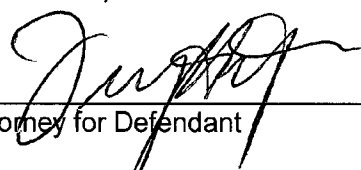
TO: David C. Mason, Esquire  
P.O. Box 28  
Philipsburg, PA 16866

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 **23<sup>rd</sup>** 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**

CR

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**  
MOTION TO COMPEL

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

JURY TRIAL DEMANDED

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

Attorneys for Defendant

FILED NO  
1105564 CC  
NOV 25 2009 E10

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.

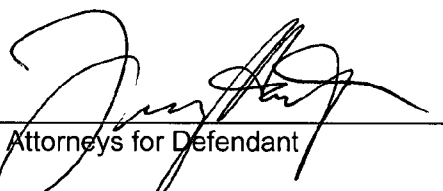
5. Defense counsel called the office of plaintiff's counsel and was told that plaintiff's counsel was at a hearing in Clearfield.

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



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



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

12

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

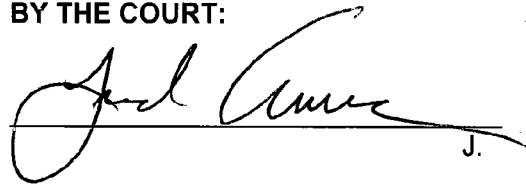
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: JURY TRIAL DEMANDED

ORDER OF COURT

AND NOW, this 30<sup>th</sup> 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:

 J.

FILED

019:39pm  
DEC 01 2009

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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**  
CERTIFICATE OF SERVICE

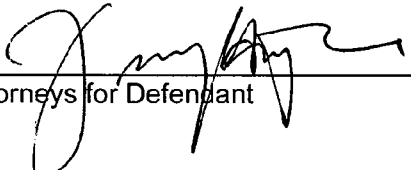
Filed on behalf of Defendant,  
CLEARFIELD HOSPITAL

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

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

JURY TRIAL DEMANDED

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

  
\_\_\_\_\_  
Attorneys for Defendant

**FILED**

3/11/24/2011 CC  
DEC 07 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

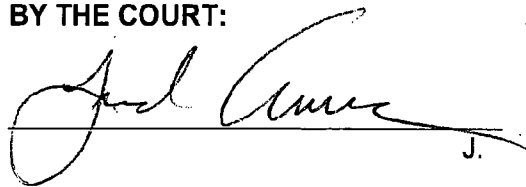
No. 2008 – 1347 – CD

JURY TRIAL DEMANDED

**ORDER OF COURT**

AND NOW, this 30<sup>th</sup> 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:



J.

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

DEC 01 2009

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**  
NOTICE OF DEPOSITION

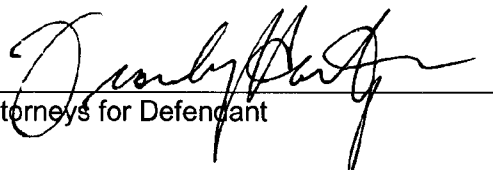
Filed on behalf of Defendant,  
CLEARFIELD HOSPITAL

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

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

JURY TRIAL DEMANDED

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

  
Attorneys for Defendant

5  
**FILED**  
DEC 15 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

ISSUE:  
NOTICE OF DEPOSITION OF  
MARK GARDNER

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

5 FILED<sup>e</sup>  
SEP 22 2010  
ml 11:30  
William A. Shaw  
Prothonotary/Clerk of Courts  
no 4c

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

*Laura O. Burke*

Attorneys for Defendant

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: No. 2008 – 1347 – CD  
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: JURY TRIAL DEMANDED

**NOTICE OF DEPOSITION**

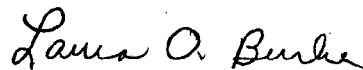
TO: Mark Gardner  
c/o Gary P. Hunt, Esquire  
Tucker Arensberg  
1500 One PPG Place  
Pittsburgh, PA 15222

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 **12<sup>th</sup>** 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**



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.

No. 2008-01347-CD

Clearfield Hospital  
Defendant(s)

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~~

DATE: Friday, September 17, 2010  
Seal of the Court

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

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

CA

FILED<sup>10</sup>

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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**

PETITION FOR EXTENSION OF TIME  
TO JOIN ADDITIONAL 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 12<sup>th</sup> DAY OF November, 2010.

  
Attorneys 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.

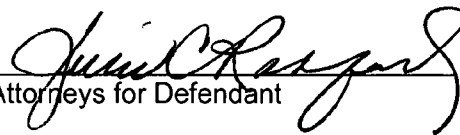
9. Petitioner is requesting permission to join Philips Electronics North America Corp., d/b/a Philips Medical Systems North America, d/b/a Philips Medical Systems, d/b/a Philips Healthcare and Philips Medical Systems, N.A., d/b/a Philips Medical Systems, d/b/a Philips Healthcare as an additional defendant 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 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	Labor Activity Code	Start Date	Time	End Date	Time	Qty	UoM
WUSD19313	Mark Gardner	FCOA - FCO activity	08/11/2010	14:30	08/11/2010	15:00	0.5	H

#### Expense Report

FE#	FE Name	Expense Activity Code	Date	Amount	Description:
No Expenses Reported					

### Service Code Reporting

Cause	Damage	Activity
WEAR: Wear-out / Breakage / Mech Failure	MECH: Mechanical Problem	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

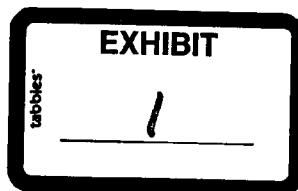
Reported Problem: FCO70600048

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, cryogenics, 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 1861 (v) (1) (I) 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

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List of pages and drawings (LOPAD)

Manual Order No: 4512 988 04501  
released: 03/2010

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Implementing the installation

Improved fixation of the cable roller.

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Implementing the installation

Improved fixation of the cable roller

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## 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

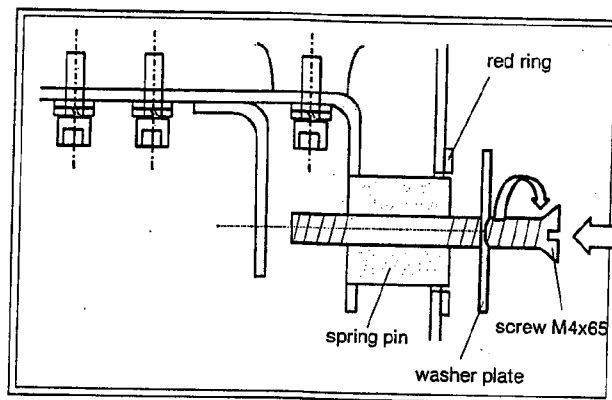
To install the cable roller with the new fixation assembly, the old cable roller assembly has to be removed first. Afterwards the cable roller has to be installed with the new fixation assembly as described below.

### 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.

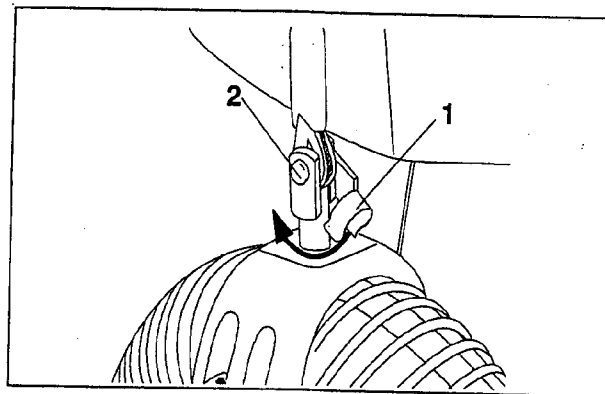
**Remove the large CS cover as follows:**

- 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.



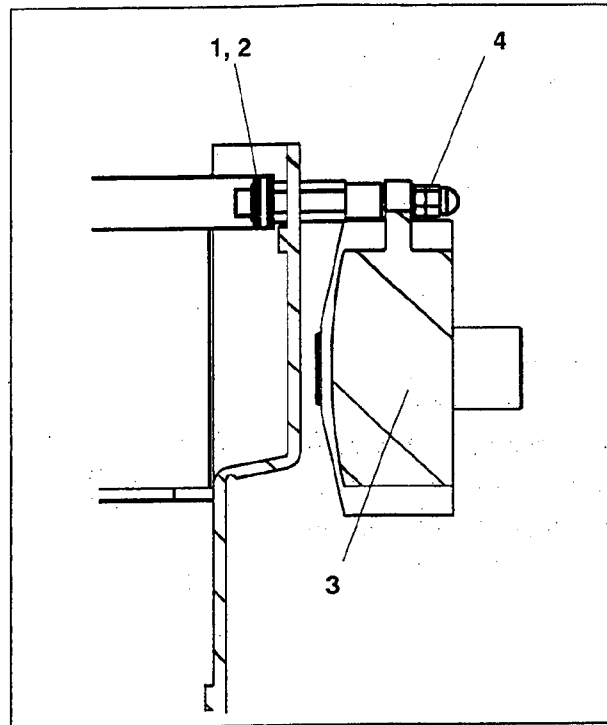
Remove the old cable roller fixation assembly as follows:



### CAUTION

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

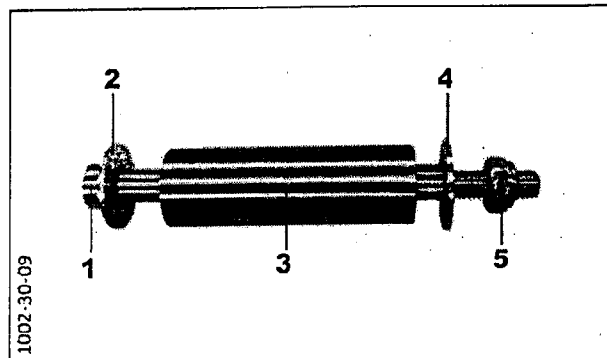
- Remove the screw M8x20 (1).
- Remove the lock washer (2).
- Remove the cable roller (3).
- Remove the nuts (4) from the cable roller.



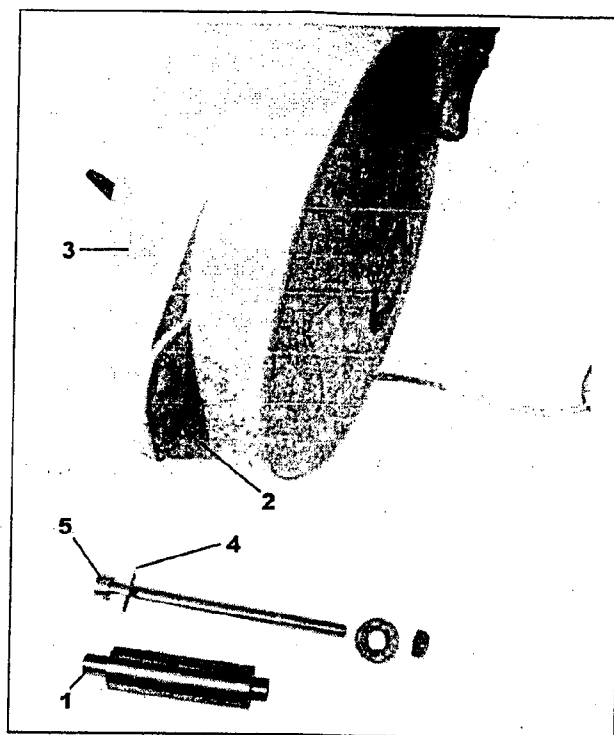
## 2.2. Installing the new cable roller fixation assembly

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).

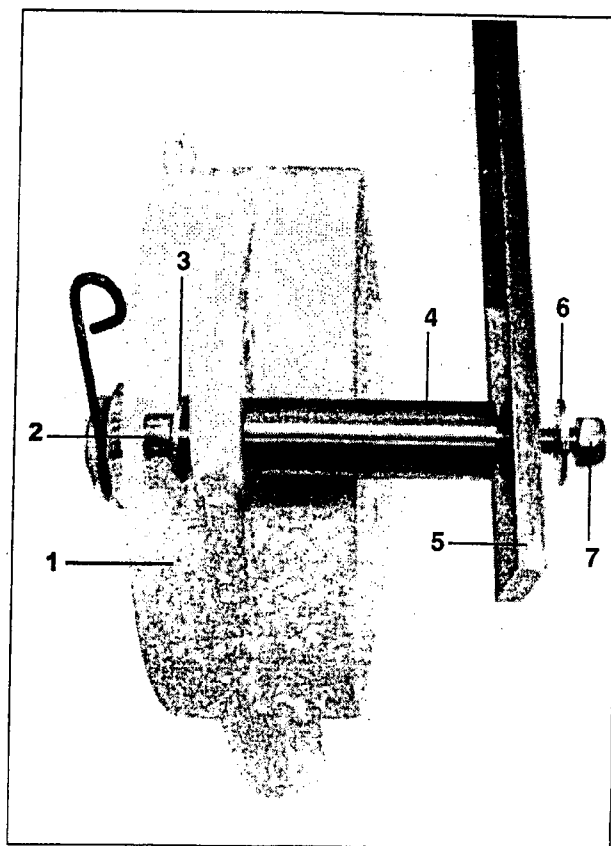


- Fit the cable roller (1) together with the screw (2), the washer (3) and the bolt (4) on the respective angle plate of the ceiling system (this figure shows not the angle plate of the system but an alternative device (5) to illustrate the mounting procedure).
- Slip the second washer (6) over the screw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

**CAUTION**

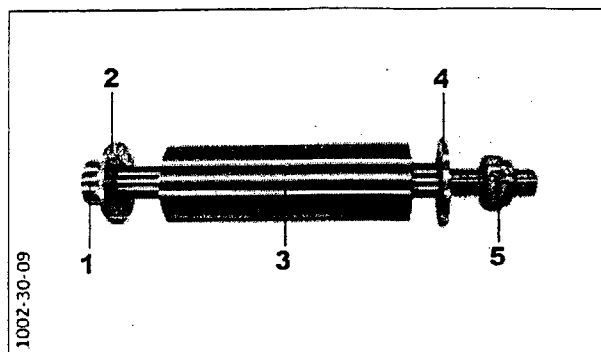
***Never use the same locknut twice!***

*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.*



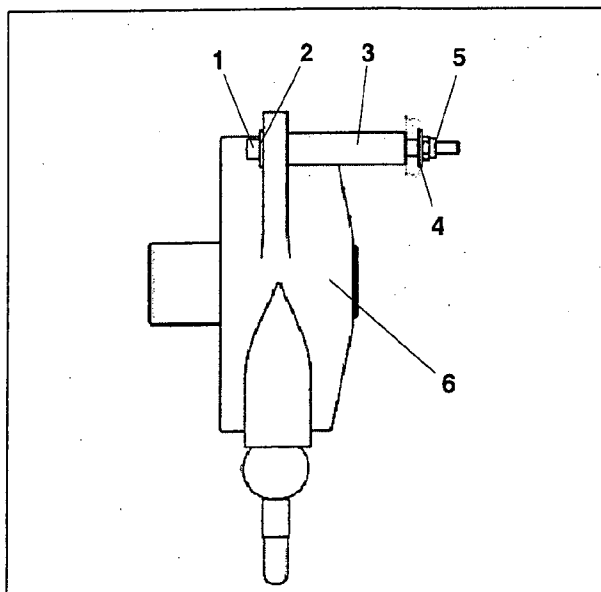
**Appropriately assembled set  
(illustrated without the cable roller):**

- 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



### CAUTION

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

- 
- Reconnect the wire rope in reverse order.



### CAUTION

*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 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

: No. 2008 – 1347 – CD  
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: 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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

JURY TRIAL DEMANDED

RULE RETURNABLE

AND NOW, this 17<sup>th</sup> 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 8<sup>th</sup> day of December, 2010, at  
9:00 a.m./p.m. in Courtroom No. 1.

BY THE COURT:

Justice J. Cunningham  
J.

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02:55:01 PM  
NOV 17 2010  
Radford  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

FILED

NOV 17 2010

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/17/10

☒ 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: \_\_\_\_\_

## 64

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

PLAINTIFF

v.

CLEARFIELD HOSPITAL,

DEFENDANT

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No. 2008--1347--CD

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

v.

CLEARFIELD HOSPITAL,

DEFENDANT

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No. 2008--1347--CD

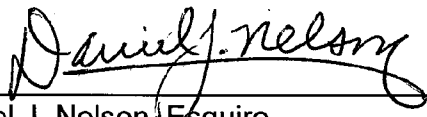
CERTIFICATE OF SERVICE

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, Esquire  
Attorney for Plaintiff



FILED

NOV 18 2010

William A. Shaw  
County Clerk of Courts

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

EDITH M. LANSBERRY,

PLAINTIFF

v.

CLEARFIELD HOSPITAL,

DEFENDANT

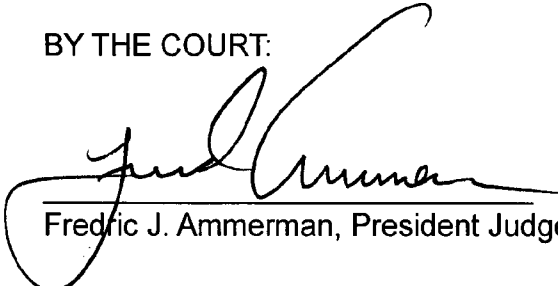
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No. 2008--1347--CD

**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** 2CC  
011/24/2010  
NOV 19 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
Amy Nelson  
(cc)

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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

**ISSUE:**  
AFFIDAVIT OF SERVICE

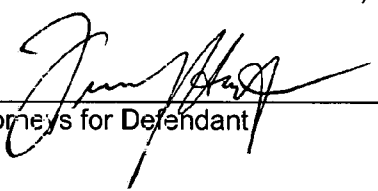
Filed on behalf of Defendant,  
CLEARFIELD HOSPITAL

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

JURY TRIAL DEMANDED

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

  
Attorneys for Defendant

**FILED**

NOV 22 2010

William A. Shaver  
Prothonotary/Clerk of Courts

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

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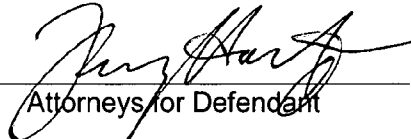
: JURY TRIAL DEMANDED

**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 18<sup>th</sup> day of November, 2010 addressed as follows:

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

MCINTYRE, HARTYE, SCHMITT &  
SOSNOWSKI

By   
Attorneys for Defendant

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

COPY ✓

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

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 - 1347 - CD

JURY TRIAL DEMANDED

**RULE RETURNABLE**

AND NOW, this 17<sup>th</sup> 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 8<sup>th</sup> day of December, 2010, at  
9:00 (a.m.) ~~p.m.~~ in Courtroom No. 1.

**BY THE COURT:**

/S/ Fredric J Ammerman

J.

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

NOV 17 2010

Attest,

*[Signature]*  
Notary Public

*William L. [Signature]*  
Promotory/  
Clerk of Courts

FILED

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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

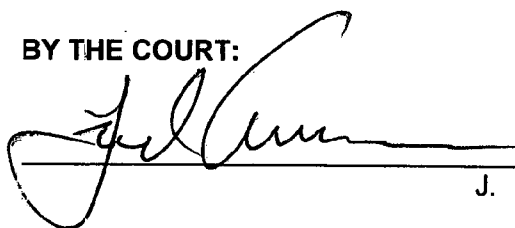
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JURY TRIAL DEMANDED

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 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 additional defendants within twenty (20) days of the date of this Order.

BY THE COURT:

  
J.

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bld  
bow  
**FILED** 2ce  
01400/01  
DEC 14 2010  
Amy Hartye  
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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD

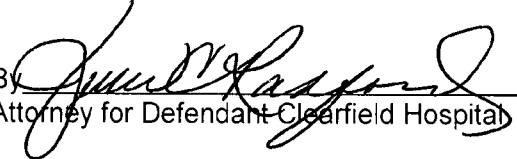
JURY TRIAL DEMANDED

**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** 10002  
m/11/07/01 Writs to  
DEC 21 2010 Sheriff  
William A. Shatz  
Prothonotary/Clerk of Courts



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.

5  
DEC 23 10:05 AM '10  
William A. Shaw  
Deputy Sheriff

**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

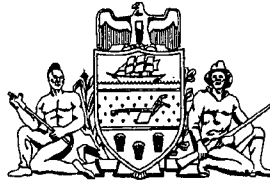
\_\_\_\_\_ Day of \_\_\_\_\_ 2011

So Answers,



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

**County of Dauphin**

: 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

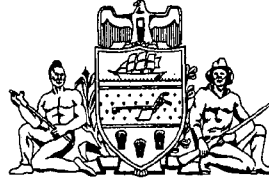
So Answers,

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

**County of Dauphin**

: 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,

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 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,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

INSTRUCTIONS

✓ *TO THE PROTHONOTARY-* Please find attached a Praecipe 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:*

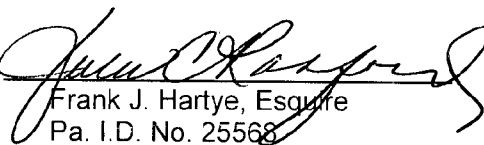
Please serve the following Defendants:

- 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

**OFFICAL RECEIPT**

**File #**

**Case Number**

**Document Type**

**2010-T-3765**

**WRIT TO JOIN  
ADDITIONAL  
DEFENDANTS**

Operator: 2555  
Primary: PHILIPS ELECTRONICS NORTH AMERICA CORP. DBA PHILIPS  
Defendant: 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,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

No. 2008 – 1347 – CD


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 correct copy of the original  
statement filed in this case.

DEC 21 2010

Attest.

  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL,

Defendant

vs

PHILIPS ELECTRONICS NORTH  
AMERICA CORP., et al.,

Additional Defendants

CIVIL DIVISION

No. 2008-01347-CD

**PRAECIPE FOR APPEARANCE**

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 11:59 AM  
JAN 31 2011  
CC

William A. Shaw  
Prothonotary/Clerk of Courts

Copy to  
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

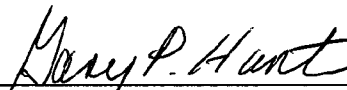
**PRAECIPE FOR APPEARANCE**

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, 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 Praeceptum 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

LIT:494887-1 026231-147377

  
\_\_\_\_\_  
Gary P. Hunt, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL

Defendant

\* No. 2008-1347-CD

\*

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\*

\*

\* TYPE OF ACTION: PRAECIPE TO  
\* SETTLE & DISCONTINUE  
\*

\* FILED ON BEHALF OF :

\* Plaintiff

\* COUNSEL OF RECORD FOR THIS  
\* PARTY:

\* David C. Mason, Esquire  
\* Supreme Court I.D. #39180  
\* Attorney at Law  
\* 200 N. Front St., Suite 201  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

FILED

JAN 23 2013

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL

Defendant

\* No. 2008-1347-CD

\*

\*

\*

\*

\*

\*

\*

\*

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: *[Signature]*

David C. Mason, Esquire,  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

EDITH M. LANSBERRY,

Plaintiff

vs.

CLEARFIELD HOSPITAL

Defendant

\* No. 2008-1347-CD

\*  
\*  
\*  
\*  
\*  
\*  
\*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeipue 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