

# A Summary of Recent Pennsylvania Appellate Court Decisions

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REPORTING DECISIONS THROUGH JANUARY 30, 2016

## PENNSYLVANIA APPELLATE COURT DECISIONS

### I. Civil Procedure - Arbitration

#### A. *Compulsory Arbitration Agreements*

- [Burkett v. St. Francis Country House](#), 2016 PA Super 15 (Pa.Super., January 25, 2016)

➤ **Holding:** A party who signs an agreement containing an arbitration clause in *only* his representative capacity as a “Responsible Person,” does not modify or disrupt his own right, or the rights of other family members/beneficiaries to bring a wrongful death claim. Further, although a survival action may be subject to arbitration, the Wrongful Death Act, 42 Pa.C.S. § 8301, and Pa.R.Civ.P. 213, preclude bifurcation of the claims.

All decisions are “[hyperlinked](#)” to the slip opinion. All you have to do is “[click](#)” or “[ctrl + click](#)” on the title of the case, and if connected to the Internet, your browser will open decision for you to read in its entirety. Try it!

#### B. *Statutory Arbitration – Introduction of Evidence*

- [Creditone, LLC v. Schofield](#), 2016 PA Super 9 (Pa.Super., January 20, 2016)

➤ **Holding:** A party may introduce business records into evidence, without authentication, at a trial under Pa.R.Civ.P. 1311.1, provided plaintiff limits its damages to no more than \$25,000, and provides proper notice. The Court noted that Rule 1305(d) gives the opposing party the right to subpoena an appropriate person to authenticate and/or testify regarding the contents of any evidence introduced.

### II. Substantive Law

#### A. *Exculpatory Agreements*

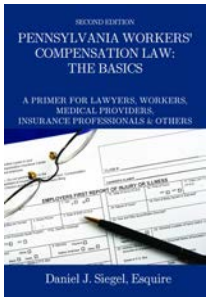
- [Hinkal v. Pardoe](#), 2016 PA Super 11, (Pa.Super. *en banc*, January 22, 2016)

➤ **Holding:** An exculpatory clause in a gym membership agreement, which released the gym and its employees from any liability for injuries, is valid and enforceable when the clause meets three conditions: (1) it must not contravene public policy, (2) the contract must be between persons relating entirely to their own private affairs, and (3) each party must be a free bargaining agent, *i.e.*, the agreement is not one of adhesion. Judge Lazarus filed a [dissenting opinion](#).

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