

**IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI**

JANE DOE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	Case Number 1131-*****
	)	
MISSOURI COMPANY	)	
	)	
And	)	
	)	
INDIANA COMPANY.	)	

**PLAINTIFF’S FIRST REQUEST FOR ADMISSIONS TO DEFENDANT  
MISSOURI COMPANY**

COME NOW Plaintiffs, Plaintiff Jane Doe, by and through her attorneys of record, O’Reilly, Jensen & Preston, LLC, pursuant to Rule 59.01, Missouri Supreme Court Rules, and requests Defendant to admit or deny, and if denied to detail the reason for the denial, the following matters:

**A FAILURE TO TIMELY RESPOND TO REQUESTS FOR ADMISSIONS IN COMPLIANCE WITH RULE 59.01 SHALL RESULT IN EACH MATTER BEING ADMITTED BY YOU AND NOT SUBJECT TO FURTHER DISPUTE.**

1. Admit that on January 31, 2009, the Missouri Company d/b/a Ozark’s Empire Fair was in control of the Ozark Empire Fair Grounds including but not limited to the parking lot and walkways on the West side of the E-Plex.

**ANSWER:**

2. Admit that on January 31, 2009, the Missouri Company d/b/a Ozark’s Empire Fair leased the Ozark Empire Fair Grounds including but not limited to the parking lot and

walkways on the West side of the E-Plex.

**ANSWER:**

3. Admit that the Missouri Company did not delegate or ask any other company, entity, or person, other than Defendant Missouri Company's employees, to monitor walkways, parking lot or sidewalks on the Ozark Empire Fair Grounds on January 31, 2009.

**ANSWER:**

4. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to remove any snow or ice on or about January 30, 2009.

**ANSWER:**

5. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to remove any snow or ice on or about January 31, 2009.

**ANSWER:**

6. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to monitor the snow or ice on or about January 30, 2009.

**ANSWER:**

7. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to monitor the snow or ice on or about January 31, 2009.

**ANSWER:**

8. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to clean or remove the snow or ice on or about January 30, 2009.

**ANSWER:**

9. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to clean or remove the snow or ice on or about January 31, 2009.

**ANSWER:**

10. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to salt or place chemicals on the snow or ice on or about January 30, 2009.

**ANSWER:**

11. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to salt or place chemicals on the snow or ice on or about January 31, 2009.

**ANSWER:**

12. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to warn people about the snow or ice on or about January 30, 2009.

**ANSWER:**

13. Admit that the Defendant Missouri Company did not ask Indiana Company, or any of its agents or employees, to warn people about the snow or ice on or about January 31, 2009.

**ANSWER:**

14. Admit that the Defendant Missouri Company was the entity responsible for monitoring, removal, or warning of any ice formed on the walkways of the Ozark Empire Fair Grounds on January 31, 2009.

**ANSWER:**

15. Admit that Plaintiff Jane Doe fell on ice on a painted walkway west of the E-Plex on January 31, 2009.

**ANSWER:**

16. Admit that Plaintiff Jane Doe fractured her right wrist when she fell on January 31, 2009.

**ANSWER:**

17. Admit that no employee of Missouri Company salted or placed de-icing chemicals in the area where Plaintiff fell on the West side of the E-Plex at any time prior to Plaintiff's fall on January 31, 2009 (from 12 a.m. on January 31, 2009 until approximately 9:15am when she fell).

**ANSWER:**

18. Admit that no employee of Defendant Missouri Company shoveled or attempted to remove any ice or snow at any time from the area where Plaintiff fell on January 31, 2009 (from 12 a.m. on January 31, 2009 until approximately 9:15am when she fell).

**ANSWER:**

19. Admit that Plaintiff Jane Doe was unable to continue working as an accountant at Employer because of her injuries incurred as a result of her fall on January 31, 2009.

**ANSWER:**

20. Admit that Plaintiff Jane Doe incurred medical bills from St John's Hospital in the amount of \$46,526.52 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

21. Admit that Plaintiff Jane Doe incurred medical bills from Cox Health in the amount of \$48,122.97 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

22. Admit that Plaintiff Jane Doe incurred medical bills from Orthopedic Specialists in the amount of \$533.26 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

23. Admit that Plaintiff Jane Doe incurred medical bills from St. John's Orthopedic Clinic in the amount of \$14,823.00 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

24. Admit that Plaintiff Jane Doe incurred medical bills from Southwest Spine and Sport in the amount of \$1,830.00 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

25. Admit it took payment of Plaintiff Jane Doe in the amount of \$20,273.35 to St John's Hospital to satisfy the incurred amount of \$46,526.52 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

26. Admit it took payment of Plaintiff Jane Doe in the amount of \$25,535.21 to Cox Health to satisfy the incurred amount of \$48,122.97 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

27. Admit it took payment of Plaintiff Jane Doe in the amount of \$295.32 to Orthopedic Specialists to satisfy the incurred amount of \$533.26 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

28. Admit it took payment of Plaintiff Jane Doe in the amount of \$5,741.63 to Employers Orthopedic Clinic to satisfy the incurred amount of \$14,823.00 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

29. Admit it took payment of Plaintiff Jane Doe in the amount of \$1830.00 to Southwest Spine and Sport to satisfy the incurred amount of \$1830.00 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

30. Admit that Plaintiff Jane Doe incurred total medical bills from her medical providers in the amount of \$111,835.75 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

31. Admit it took payment of Plaintiff Jane Doe in the amount of \$53,675.51 to her medical providers to satisfy the incurred amount of \$111,835.75 as a direct result of her injuries from her fall on January 31, 2009.

**ANSWER:**

32. Admit that Plaintiff's incurred medial bill of \$111,835.75 are fair, customary and reasonable medical charges in Southwest Missouri.

**ANSWER:**

33. Admit that the medical services provided to Plaintiff Jane Doe as reflecting in her incurred medical bills of \$111,835.75 were necessary and reasonable to treat her injuries from her fall on January 31, 2009.

**ANSWER:**

34. Admit that Defendant Missouri Company leased the Ozark Empire Fairgrounds from the Springfield Greene County Park Board on or about January 31, 2009.

**ANSWER:**

35. Admit that Defendant Missouri Company, as part of its lease agreement with the Springfield-Greene County Park Board, was responsible for all maintenance of all ingress and egress on the Ozark Empire Fairgrounds into and out of the E-Plex Building on or about January 30 and 31, 2009.

**ANSWER:**

36. Admit that the Exhibit A, weather records from the National Weather Service for January 2009, truly and accurately reflect the weather as it actually occurred in Springfield Missouri during that month.

**ANSWER:**

37. Admit on January 26, 2009 it snowed approximately .8 of an inch at the Ozark Empire Fairgrounds.

**ANSWER:**

38. Admit on January 27, 2009, it snowed approximately 3.9 inches at the Ozark Empire Fairgrounds.

**ANSWER:**

39. Admit on January 28, 2009, it snowed approximately .1 of an inch at the Ozark Empire Fairgrounds.

**ANSWER:**

40. Admit on January 29, 2009, it did not snow at the Ozark Empire Fairgrounds.

**ANSWER:**

41. Admit on January 30, 2009, it did not snow at the Ozark Empire Fairgrounds.

**ANSWER:**

42. Admit on January 31, 2009, it did not snow at the Ozark Empire Fairgrounds.

**ANSWER:**



43. Admit on January 30, 2009, the high temperature in Springfield Missouri was 43 degrees F.

**ANSWER:**

44. Admit on January 30, 2009, the low temperature in Springfield Missouri was 20 degrees F.

**ANSWER:**

45. Admit on January 31, 2009, the low temperature in Springfield Missouri was 25 degrees F.

**ANSWER:**

O'REILLY, JENSEN & PRESTON, LLC

By \_\_\_\_\_

ERIC G. JENSEN  
Missouri Bar No. \*\*\*\*\*

2808 S. Ingram Mill Road, Building A-104  
Springfield, Missouri 65804  
Telephone: (417) 890-1555  
Facsimile: (417) 890-1778  
E-mail: eric@ojplaw.com