

Rockingham County Superior Court  
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San Milbury et al. v. The Kieley Corporation  
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IN A PLEA OF THE CASE, IN A PLEA OF THE LAW, IN A PLEA OF DEBT  
AND IN A PLEA OF ASSUMPSIT, in that:

1. The plaintiffs, Sans and Marcy Milbury are individuals residing at 11 Hardy Street, Essex County, Danvers, MA 01923.
2. The defendant, The Kieley Corporation, Inc., is a New Hampshire corporation with a principal place of business located at 22 Garland Drive, Hampstead, NH 03841.
3. On or about August 9, 2006, Sans Milbury and his fiancé Marcy (then known as Marcy Bassila) contracted with The Kieley Corporation to use The Embassy Room at the Granite Rose for a wedding ceremony and reception to occur on September 8, 2007.
4. One of the concerns Mr. Milbury had was that The Granite Rose had two reception rooms and he was concerned about the fact that there might be another wedding reception held simultaneously that would disturb his reception.
5. The sales manager, Jenna L. Joaquim, represented to them that another reception would be held in the adjacent Terrace Room but that there would be entirely separate entrances and neither party would interfere with the other.
6. Specifically, Ms. Joaquim stated that Mr. Milbury and Ms. Bassilla “won’t even know the other party is there” and indicated that the ceremony and reception would be a tranquil, serene experience.
7. Indeed, The Granite Rose’s website at <http://www.graniterose.com/Weddings> makes similar representations that the premises will be “elegant”, “lovely”, and “magnificent”. In describing The Embassy Room, the website provides that, “Requiring a minimum of 140 guests and accommodating up to 200 guests, the Embassy Room exudes elegance with a contemporary flair. Skylights, abundant French doors and the new octagonal head table area abutting the out door deck allow natural light and sunshine during the day and dancing amidst the moon and stars in the evening. Special touches include oversized banquet tables that comfortably seat 10 people, cushioned banquet armchairs, and computer-controlled lighting to reflect the various moods of the event. The Embassy Room also features a built-in dance floor, and a solid oak bar complete with glass insets, hanging ivy and brass railings. Outside, a stone-encased garden and cedar deck overlook a magnificent, 65-mile panoramic view of the mountains. The Embassy Garden provides the perfect backdrop for an outdoor ceremony, picturesque photographs, and enjoyment of a lovely summer day or moonlit fall evening.”

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8. Ultimately the Milburys and The Keiley Corporation entered into an agreement whereby the Milburys would have their wedding reception in The Embassy Room at the Granite Rose on September 8, 2007 and the Milburys paid the total amount of \$18,175.09 to The Kieley Corporation, Inc.
9. Unfortunately, Mr. and Mrs. Milbury's wedding ceremony and reception was a catastrophe because The Kieley Corporation failed to provide a reasonably safe premises, overserved alcoholic beverages, and generally failed to live up to its express representations that Mr. Milbury and Mrs. Milbury "won't even know the other party is there".
10. The wedding ceremony was held in the Embassy Garden at approximately 7:00 p.m. on September 8, 2007. During the ceremony many guests attending the other wedding party in the Terrace Room utilized the entrance to the Embassy Room and cut through the Embassy Garden during the wedding ceremony and disturbed the ceremony. At approximately 9:30 pm, the other wedding reception in the Terrace Room began to spiral out of control. Several female guests from The Terrace Room, including the bride, were completely intoxicated and began vomiting all over the common bathroom located between The Embassy Room and The Terrace Room. Then several female guests from The Terrace Room began attacking Mr. and Mrs. Milbury's female guests as they attempted to use the bathroom.
11. At this point, Mr. Milbury, Mrs. Milbury, and the maid of honor, Becky Bassila, all complained to Michael Newton, the Special Event Coordinator of The Keiley Corporation. He admitted that the other wedding reception in the Terrace Room was "an absolute disaster" and "out of hand". He reported that, in addition to the intoxicated females, that a fight had broken out amongst males in the Terrace Room and that the local police had been called. He profusely apologized to Mr. and Mrs. Milbury.
12. Unfortunately, neither Mr. Newton nor any one else from The Kieley Corporation took any other action. To the contrary, the wedding reception was allowed to continue and alcoholic beverages continued to be served in the Terrace Room. Female guests from The Terrace Room continued to harass Mr. and Mrs. Milbury's female guests.
13. At around midnight, The Kieley Corporation's employees simultaneously closed down both parties which forced all of the guests from both receptions into the parking lot at the same time. At that time, no police were called to the premises and no other security was present. Female guests from The Terrace Room were waiting in the parking lot for Mr. and Mrs. Milbury's female guests and literally jumped upon them as they exited; inciting a general melee between guests of both parties. According to a newspaper account in The Eagle Tribune, police found between 50 and 100 people involved in a fight in the front parking lot that

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necessitated 22 police units from 12 police departments. During the fight, one of Mr. and Mrs. Milbury's guests, Sharna McNeil, was threatened by a knife-wielding patron of The Terrace Room and literally pleaded for her life. Apparently, the scene was not cleared until 2:50 a.m.

14. Mrs. Milbury was emotionally distraught. She witnessed many of the events, particularly the parking lot melee. After over a year of planning for the most important day of her life, she was reduced to tears for 45 minutes on her wedding night.
15. After the parking lot melee, Richard Kieley, the president and owner of the defendant The Kieley Corporation, spoke to Mr. and Mrs. Milbury in the presence of Mr. Milbury's limo driver. He told Mr. Milbury he was extremely sorry and stated, "I'll do anything in my power to make this right" and, "Anything I can do, I will do." Mr. Kieley told Mr. Milbury to call him after his honeymoon so they could discuss a resolution to the matter. Mr. Milbury did call Mr. Kieley but his assistant, Nancy Eaton, informed Mr. Milbury that Mr. Kieley had been advised not to speak to him.
16. At common law in New Hampshire, landowners are required to reasonably maintain their property and operate their property with reasonable care. A landowner will be liable for the results of his actions or inactions where it the negative results of those choices were foreseeable. *Iannelli v. Burger King Corp.*, 761 A.2d. 417 (N.H. 2000). In this case, Mr. Newton was warned that the Terrace Room reception was out of hand, stated that he was aware that it was out of hand, but continued to serve alcohol to the celebrants for several hours and did nothing to alleviate the growing agitation.
17. Moreover, The Kieley Corporation is liable to Mrs. Milbury for negligent infliction of emotional distress as a result of its failure to maintain a reasonably safe and secure environment in which to celebrate one's wedding. At common law, a defendant will be held liable for emotion distress where his actions or inactions created an unreasonable risk of causing emotional distress, which resulted in severe emotional distress with lasting consequences. *Chiuchiolo v. New England, etc. Tailors*, 84 N.H. 329. Mrs. Milbury's wedding day ended with a parking lot melee that left many patrons scared, some fearing for their lives, and all distraught and disgusted. The Keiley Corporation is engaged in the business of hosting weddings and should reasonably have understood the importance of a bride's wedding day and how allowing that day to be ruined could result in intense emotional distress. The Keiley Corporation should have been reasonably aware that a failure to maintain a reasonably safe environment, and to control its premises would result in a destroyed wedding, and a distraught bride. In this case, The Keiley Corporation's failure to heed the Milbury's warnings, to exercise any restraint upon the guests of The Terrace Room, and in continuing to serve alcohol to the guests of The Terrace Room were the direct cause of an interrupted

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ceremony, a horrifying reception, and a dangerous and violent parking lot incident all of which caused Mrs. Milbury severe emotional distress and left her inconsolable on her wedding night. Further, subsequent to the wedding reception, the Milburys have been caused further emotional distress and embarrassment by the publicity that followed, by “reliving” the ceremony when relatives and guests comment upon it, and in dealing with post-wedding matters such as distribution of wedding reception photographs.

18. As a result of the actions, inactions and breaches of The Kieley Corporation and its agents and representatives, the Milburys suffered financial and emotional damage including the \$18,175.09 paid to The Kieley Corporation, Inc. for their disastrous wedding reception.
19. As a result of the actions, inactions and breaches of The Kieley Corporation as described above, The Kieley Coporation engaged in unfair and deceptive trade practices that caused harm to the Milburys and violated the Consumer Protection Act, RSA 358-A, thereby entitling the Milburys to multiple damages plus attorney’s fees.
20. The plaintiffs’ damages are within the minimum and maximum jurisdictional limits of this court.