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SETTLEMENT RESULT: \$100,000

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VEHICLE NEGLIGENCE

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Driver injured in chain-reaction rear-ender

VEHICLE NEGLIGENCE

Motor Vehicle v. Motor Vehicle/Rear-End/Parked/Stalled/Stopped Vehicle/Chain Reaction Collision/Impaired Driver

NO COURT/UNFILED SETTLEMENT

Stark v. Espinoza, Trial type: Settlement. Settlement date: 9/21/2011.

SETTLEMENT: \$100,000

COUNSEL

Plaintiff: Scott J. Corwin, Law Offices of Scott J. Corwin, Los Angeles.
Defendant: Lisa G. Rosenwasser, Weiner & Associates, Glendale.

FACTS/CONTENTIONS

According to plaintiff: On December 22, 2010, plaintiff Michelle Stark, a 46-year-old property manager, was driving a 2008 BMW 328i eastbound on Colorado Avenue in the #2 lane in Santa Monica, California. Traffic came to a complete stop. Plaintiff was stopped when defendant Ismael Espinoza, driving a 2003 Toyota pickup eastbound on Colorado Avenue in the #2 lane, rear-ended plaintiff's vehicle, pushing plaintiff's vehicle into the vehicle in front of her. Defendant was arrested for driving under the influence of alcohol.

Plaintiff alleged that defendant was negligent in the operation of his vehicle and that all of plaintiff's injuries were a direct result of said negligence. Defendant tendered his policy limits. The UIM carrier disputed the nature and extent of plaintiff's claimed injuries, specifically that her neck injury was a minor soft tissue injury and did not require surgery.

CLAIMED INJURIES

According to plaintiff: Plaintiff sustained cervical, thoracic, and lumbar strain and sprain injuries that were treated conservatively by physical therapy. Because of ongoing pain, plaintiff had a cervical MRI, which revealed a 3 mm C5-C6 disc protrusion with associated left C6 nerve root impingement. Plaintiff may require cervical spine surgery in the future.

CLAIMED DAMAGES

According to plaintiff: \$10,053 past medical; \$30,000 future medical.

SETTLEMENT DISCUSSIONS

According to plaintiff: Plaintiff demanded defendant's \$15,000 policy limits, which they tendered. Plaintiff then made a UIM claim. The UIM carrier initially offered \$10,000 new money. The case proceeded into UIM litigation and discovery. Eventually, the UIM carrier tendered the full remaining \$85,000 new money policy limits for the reported \$100,000 settlement.

EXPERTS

None.

COMMENTS

According to plaintiff: The insurance carrier was Allstate; the adjuster was Lee Boyer.

Trials Digest, a Thomson West business, 425 Market Street, 4th Floor, San Francisco, CA 94105
415-344-6000 (ph) 415-344-4950 (fax) trialsdigest@thomson.com west.thomson.com/trialsdigest/