

# TRIALS DIGEST®

THE COMPREHENSIVE SOURCE FOR CALIFORNIA CIVIL TRIAL RESULTS

MARCH 19, 2007

Vol. 10, No. 12

**SETTLEMENT RESULT: \$231,382**

## VEHICLE NEGLIGENCE

12 TD 10th 31

### **SETTLEMENT—Tourist injured when vehicle she was entering pulls away from curb**

#### **VEHICLE NEGLIGENCE**

Pedestrian/Abrupt Start/Stop/Passenger

#### **No COURT/UNFILED SETTLEMENT**

*Nelson v. Yearty*, Docket number: Not applicable.  
Trial type: Settlement. Settlement date: 3/2/2007.

**SETTLEMENT: \$231,382**

#### **COUNSEL**

**Plaintiff: Scott J. Corwin, Law Offices of Scott J. Corwin, Los Angeles.**

Defendant: None.

#### **FACTS/CONTENTIONS**

According to plaintiff: On June 27, 2006, in Juneau, Alaska, defendant Patricia Yearty offered to transport plaintiff Mary Nelson, a 63-year-old pedestrian tourist from California, to the salmon fish hatchery tourist attraction. Plaintiff opened the door to enter the vehicle. Before she was totally inside the vehicle, defendant pulled away from the curb, thereby causing her to fall out of the vehicle to the ground. Defendant then ran over plaintiff. As a result, plaintiff suffered many injuries, the most serious being a subcapital fracture of her right hip.

Defendant did not dispute liability.

#### **CLAIMED INJURIES**

According to plaintiff: On June 28, 2006, in Juneau, Alaska, plaintiff underwent open reduction internal fixation with three threaded cannulated screws to repair her subcapital fractured right hip. Upon her return to California on July 3, 2006, she had several months of physical and occupational therapy and home health care. Plaintiff consulted an orthopedic surgeon in Los Angeles who advised her that due to the location of the fracture being intracapsular with minor displacement, she was predisposed to developing early arthritis and avascular necrosis. Further, the orthopedist opined that her arthritis was severe enough that she might require a hip replacement.

#### **CLAIMED DAMAGES**

According to plaintiff: \$32,623 past medical; \$45,000 future medical.

#### **SETTLEMENT DISCUSSIONS**

According to plaintiff: Defendant had a \$100,000 liability policy limit. The law in Alaska permits the stacking of UIM and therefore there was an additional \$100,000 in available coverage. Plaintiff demanded and defendant tendered her \$200,000 in insurance coverage. An additional sum of \$31,382 was added to the settlement pursuant to Alaska law for pre-judgment interest and other fees, making the total policy limits settlement of \$231,382.

#### **EXPERTS**

None.

#### **COMMENTS**

According to plaintiff: The insurance company was United Services Automobile Association.