

TRIALS DIGEST®

THE COMPREHENSIVE SOURCE FOR CALIFORNIA CIVIL TRIAL RESULTS

AUGUST 28, 2006

Vol. 9, No. 35

SETTLEMENT RESULT: \$105,000

VEHICLE NEGLIGENCE

35 TD 9th 32

SETTLEMENT—Elderly woman struck by vehicle while in crosswalk

VEHICLE NEGLIGENCE

Motor Vehicle v. Pedestrian/Right Turn/Intersection/
Crosswalk

No COURT/UNFILED SETTLEMENT

Renwick v. Rejwan. Settlement date: 1/24/2002.

SETTLEMENT RESULT: \$100,000

COUNSEL

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

Defendant: None.

FACTS/CONTENTIONS

According to plaintiff: On November 8, 2001, plaintiff Renwick, an 85-year-old woman, was crossing in a crosswalk across Fulton Avenue at the intersection with Riverside Drive, in Sherman Oaks. Defendant Rejwan was traveling northbound on Fulton Avenue and proceeded to make a right turn onto eastbound Riverside Drive when she struck, knocked down, and ran over plaintiff, who had just stepped of the curb in front of defendant's vehicle. Defendant's vehicle's tires ran over both of plaintiff's legs. She was transported by paramedics to Sherman Oaks Hospital, where she was stabilized and then transported to Santa Monica UCLA Medical Center for surgery.

She alleged that defendant driver was negligent in the operation of a motor vehicle and that plaintiff's claimed injuries were a direct result of the accident.

Defendant did not dispute the nature and extent of plaintiff's claimed injuries. Defendant contended that plaintiff entered the intersection and stepped into the crosswalk against the "Don't Walk" sign.

CLAIMED INJURIES

According to plaintiff: Plaintiff sustained a displaced and comminuted fracture of her right tibia and a fracture of her left ankle. She underwent an open reduction and internal fixation of her right tibia and an open reduction and internal fixation of her left ankle.

After eight days in the hospital, she was released to her home.

CLAIMED DAMAGES

According to plaintiff: \$35,901 past medical.

SETTLEMENT DISCUSSIONS

According to plaintiff: Plaintiff demanded \$500,000 (which was \$400,000 in excess of the policy limits).

Defendant's insurer tendered the \$100,000 policy limits and this was accepted.

EXPERTS

None.

COMMENTS

According to plaintiff: Defendant had no assets and filed for bankruptcy.