

# TRIALS DIGEST®

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OCTOBER 16, 2006

Vol. 9, No. 42

**SETTLEMENT RESULT: \$100,000**

## VEHICLE NEGLIGENCE

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### **SETTLEMENT—Stopped vehicle rear-ended and pushed into vehicle ahead**

#### VEHICLE NEGLIGENCE

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

#### No COURT/UNFILED SETTLEMENT

*Garefis v. Buffo*. Settlement date: 9/28/2006.

**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 December 21, 2005, plaintiff Mia Garefis, a 57-year-old restaurant owner, was in her 1999 Jeep heading westbound on Venice Boulevard in the number two of two lanes in Los Angeles. Defendant Michael Buffo was driving a 1990 Buick westbound on Venice Boulevard in the number two of two lanes. Plaintiff stopped for traffic that had slowed ahead of her, and defendant rear-ended her vehicle, which, in turn, pushed her car into the car in front of her.

Plaintiff alleged that defendant was negligent in the operation of his motor vehicle and that all of plaintiff's claimed injuries were a direct result of the accident. Defendant accepted liability, but disputed the nature and extent of plaintiff's claimed injuries and stated that plaintiff did not require surgery.

#### CLAIMED INJURIES

According to plaintiff: Plaintiff sustained a cervical and lumbar strain and sprain, requiring three months of physical therapy. Plaintiff had a lumbar MRI, which revealed 4 mm herniated disks at L4-L5 and L5-S1, with annular fiber tears. Plaintiff may require a lumbar spine posterolateral fusion surgery in the future.

#### CLAIMED DAMAGES

According to plaintiff: \$8,880 past medical; \$40,000 future medical.

#### SETTLEMENT DISCUSSIONS

According to plaintiff: Plaintiff demanded the \$100,000 policy limits. Defendant initially made no offers and demanded an independent medical examination be performed by a chiropractor, notwithstanding the fact that plaintiff had been treated and received recommendations from an orthopedic surgeon. Plaintiff's counsel indicated a willingness to submit to the IME, but defendant refused to sign a stipulation that the pre-litigation IME would be governed by the Code of Civil Procedure. The IME was never performed, and defendant tendered its \$100,000 policy limits before the expiration of the policy limits time-limited demand.

#### EXPERTS

None.

#### COMMENTS

According to plaintiff: The insurance carrier was Deerbrook Insurance of Woodridge, IL.