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JULY 24, 2006

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SETTLEMENT RESULT: \$410,000

VEHICLE NEGLIGENCE

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SETTLEMENT—Driver injured when broadsided by left-turning vehicle

VEHICLE NEGLIGENCE

Motor Vehicle v. Motor Vehicle/Left Turn/Broadside

NO COURT/UNFILED SETTLEMENT

Lenhart v. Shaw. Settlement date: 9/21/1999.

SETTLEMENT RESULT: \$410,000

COUNSEL

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

Defendant: John J. Doherty, Doherty & Catlow, Los Angeles. Jill Scott Baran, Barry Bartholomew & Associates, Toluca Lake.

FACTS/CONTENTIONS

According to plaintiff: On July 28, 1998, plaintiff John Lenhart, a 61-year-old college professor, was traveling east-bound on South Street, when defendant Earl Shaw made a left turn from Del Rio Place onto South Street, hitting plaintiff's vehicle on the driver side. Property damage to plaintiff's vehicle was approximately \$2,000 with no frame damage.

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

Defendant accepted liability, but disputed the nature, extent, and causation of plaintiff's claimed injuries and need for future surgery. Defendant contended plaintiff's disk protrusion was pre-existing and was shown on an MRI performed 18 months prior to the accident; that plaintiff had been symptomatic from that time up to the time of the

accident; and that plaintiff's disk had, in fact, decreased in size.

CLAIMED INJURIES

According to plaintiff: Plaintiff sustained cervical strain, lumbar strain, and aggravation of a pre-existing 4-5 mm L4-L5 disk protrusion, requiring physical therapy, three epidural injections, and the need for a future lumbar laminectomy and discectomy.

CLAIMED DAMAGES

According to plaintiff: \$9,665 past medical; \$35,000 future medical.

SETTLEMENT DISCUSSIONS

According to plaintiff: Plaintiff settled with the third party UIM for \$25,000 (policy limits). Plaintiff then demanded \$25,000 (policy limits) from Mercury Casualty Company, which provided the first layer of UIM coverage.

Mercury made no offers and denied the claim until the deposition of plaintiff's medical expert was taken, which was three weeks prior to the scheduled binding UIM arbitration, at which time it tendered its \$25,000 in UIM policy limits. Plaintiff then demanded \$400,000 in new money UIM coverage from State Farm Automobile Insurance Company, which provided the second layer of UIM coverage.

State Farm offered \$350,000 new money, which was accepted by plaintiff.

EXPERTS

Unspecified side: Brian Ewald, orthopedic surgeon, Orange (714) 633-6821.

COMMENTS

According to plaintiff: John J. Doherty represented defendant Mercury Casualty Company. Jill Scott Baran represented defendant State Farm Automobile Insurance Company.

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/