



## Companies used lead paint despite knowing danger: suit

<b>Type:</b>	Decision-Mixed
<b>Amount:</b>	\$1,150,000,000
<b>State:</b>	California
<b>Venue:</b>	Santa Clara County
<b>Court:</b>	Superior Court of Santa Clara County, Santa Clara, CA
<b>Case Type:</b>	<ul style="list-style-type: none"><li>• <i>Toxic Torts</i> - Lead Poisoning</li><li>• <i>Intentional Torts</i> - Public Nuisance</li></ul>
<b>Case Name:</b>	The People of the State of California v. Atlantic Richfield Company, Conagra Grocery Products Company, E.I. du Pont de Nemours and Company, NL Industries, Inc., and The Sherwin-Williams Company, No. 1-00-CV-788657
<b>Date:</b>	January 07, 2014
<b>Plaintiff(s):</b>	<ul style="list-style-type: none"><li>• The People of the State of California</li></ul>
<b>Plaintiff Attorney(s):</b>	<ul style="list-style-type: none"><li>• Nancy L. Fineman; Cotchett, Pitre &amp; McCarthy, LLP; Burlingame CA for The People of the State of California</li><li>• Mary E. Alexander; Mary Alexander &amp; Associates; San Francisco CA for The People of the State of California</li><li>• Peter Guyon Earle; Law Office of Peter Earle; Milwaukee WI for The People of the State of California</li><li>• Joseph W. Cotchett; Cotchett, Pitre &amp; McCarthy, LLP; Burlingame CA for The People of the State of California</li><li>• Fidelma L. Fitzpatrick; Motley Rice LLC; New York NY for The People of the State of California</li></ul>

**Plaintiff Expert  
(s):**

- Paul Mushak Ph.D.; Lead Poisoning; Durham, NC called by: Nancy L. Fineman, Mary E. Alexander, Peter Guyon Earle, Fidelma L. Fitzpatrick
- David E. Jacobs Ph.D., C.I.H.; Building/House Repairs; Washington, DC called by: Nancy L. Fineman, Mary E. Alexander, Peter Guyon Earle, Fidelma L. Fitzpatrick
- David Rosner Ph.D.; Public Health; New York, NY called by: Nancy L. Fineman, Mary E. Alexander, Peter Guyon Earle, Fidelma L. Fitzpatrick
- Perry Gottesfeld M.P.H.; Industrial Hygiene; San Francisco, CA called by: Nancy L. Fineman, Mary E. Alexander, Peter Guyon Earle, Fidelma L. Fitzpatrick
- Gerald Markowitz Ph.D.; Asbestos; New York, NY called by: Nancy L. Fineman, Mary E. Alexander, Peter Guyon Earle, Fidelma L. Fitzpatrick
- Michael J. Kosnett M.D., M.P.H.; Toxicology; Denver, CO called by: Nancy L. Fineman, Mary E. Alexander, Peter Guyon Earle, Fidelma L. Fitzpatrick
- Nicholas P. Jewell Ph.D.; Biostatistics; Piedmont, CA called by: Nancy L. Fineman, Mary E. Alexander, Peter Guyon Earle, Fidelma L. Fitzpatrick

**Defendant(s):**

- NL Industries, Inc.
- Atlantic Richfield Company
- The Sherwin-Williams Company
- Conagra Grocery Products Company
- E.I. du Pont de Nemours and Company

**Defense  
Attorney(s):**

- Clement L. Glynn; Glynn & Finley, LLP; Walnut Creek, CA for E.I. du Pont de Nemours and Company
- Donald E. Scott; Bartlit Beck Herman Palenchar & Scott; Chicago, IL for NL Industries, Inc.
- Robert A. Mittelstaedt; Jones Day; San Francisco, CA for The Sherwin-Williams Company
- Allen J. Ruby; Skadden Arps Slate Meagher & Flom LLP; Palo Alto, CA for Conagra Grocery Products Company
- Paul M. Pohl; Jones Day; Pittsburgh, PA for The Sherwin-Williams Company
- Jonathan L. Stern; Arnold & Porter LLP; Washington, DC for Atlantic Richfield Company

**Defendant  
Expert(s):**

- Kent Van Liere Ph.D.; Statistics; San Francisco, CA called by: for Clement L. Glynn, Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern
- David J. Teece; Economics; Berkeley, CA called by: for Clement L. Glynn, Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern
- David H. Garabrant M.D.; Epidemiology; Chicago, IL called by: for Clement L. Glynn, Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern
- Peter C. English M.D., Ph.D.; Pediatrics; Durham, NC called by: for Clement L. Glynn, Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern
- Gordon P. Bierwagen Ph.D.; Paints/Coatings; Fargo, ND called by: for Clement L. Glynn, , Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern
- Douglas M. Lamb Ph.D.; Paints/Coatings; Lansdale, PA called by: for Clement L. Glynn, , Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern
- Stephen T. Washburn M.S.; Environmental Sciences; Emeryville, CA called by: for Clement L. Glynn, Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern
- Benjamin J. Heckman M.P.H.; Industrial Hygiene; Mechanicsburg, PA called by: for Clement L. Glynn, Donald E. Scott, Robert A. Mittelstaedt, Allen J. Ruby, Paul M. Pohl, Jonathan L. Stern

**Facts:**

In 2000, various plaintiff counties, cities, school districts and housing authorities in California determined that childhood lead exposure was still a significant environmental health problem despite the U.S. Consumer Product Safety Commission banning the use of lead-based paint in 1978 in order to reduce the risk of lead poisoning in children. The plaintiffs claimed that the lead paint used in homes throughout California prior to 1978 was knowingly promoted and sold by paint companies, even though it was known that the paint was toxic since as early as the 1890s. They also claimed that the use of this paint has resulted, or could result, in injuries to children that live in the affected homes.

Thus, various counties, cities, school districts and housing authorities in California sued paint companies that were believed to have promoted and/or sold the lead-based paint. Several parties were then added, while others were let out of the case. The plaintiffs originally claimed that the defendants' actions constituted fraud, strict liability, negligence, unfair business practices, and public nuisance. However, the Superior Court granted the defendants' motion for summary judgment on all causes of action. The Court of Appeal then reversed the Superior Court's judgment of dismissal and ordered the lower court to reinstate the public-nuisance, negligence, strict liability, and fraud causes of action. Thereafter, several of the counties and cities filed a fourth amended complaint that alleged a single cause of action for public nuisance in the name of the people of the state of California, and sought only abatement. Thus, the matter continued to a bench trial on the civil claim made by the People of the State of California, by the counties of San Francisco, Alameda, San Mateo, Santa Clara, Los Angeles, Monterey, Solano and Ventura, and by the cities of Oakland and San Diego, against Atlantic Richfield Co., Conagra Grocery Products Co., E.I. du Pont de Nemours and Co., NL Industries Inc., and The Sherwin-Williams Co.

The People's counsel asserted that the defendants concealed the dangers of lead, mounted a campaign against its regulation, and promoted lead paint for interior use. Counsel contended the defendants did so despite knowing for nearly a century that such a use of lead paint was hazardous. The People's counsel also contended that lead paint would not have been incorporated into the interiors of such a large number of structures and would not have created the public health hazard that now exists, if the defendants had not continued their campaign.

Defense counsel contended that there was no public nuisance and that California's Childhood Lead Poisoning Prevention Program is a public health success story that has resulted in a dramatic reduction in blood lead levels in children. Counsel contended that, in California, those blood lead levels are at historic lows and continue to decline. Thus, defense counsel argued that the People's abatement plan, as ordered by the court, is unnecessary and that the most effective way to continue to reduce children's blood lead levels is to enforce existing laws and programs. Counsel contended that, as a matter of law, intact lead-based paint is not considered to be a hazard and that abating intact lead paint can cause more harm than good because, as local, state and federal regulations recognize, the safest way to deal with lead-based interior paint is through proper owner maintenance and repainting.

Defense counsel contended that advertisements placed by the former manufacturers of lead-based paint were both truthful and lawful, as well as encouraged property owners to maintain their properties and to repaint. Counsel argued that there was no proof that any advertisements made by the defendants caused the alleged hazards to children today from low levels of lead dust, which have multiple sources.

Defense counsel further argued that the case was litigation by hindsight, in that the People's case for present-day "public nuisance" rests on scientific knowledge that changed over the years and was not known or knowable by either public health officials or lead paint manufacturers when master painters preferred, and governments recommended and specified, white lead pigment for use in homes. In addition, counsel argued that the People failed to prove that the presence of any defendant's product in any home today is causing imminent risk of harm to children. Thus, counsel argued that the fundamental element of public nuisance was not proven and that a decision in the People's favor would conflict with existing laws and programs, and reward property owners who did not comply with them.

**Injury:**

The People sought an abatement plan that would ensure removal of lead from homes built before 1978, as the production and distribution of lead paint was illegal after that. The plan would target pre-1978 homes in the jurisdictions that pose the greatest risk of lead poisoning to children. It would also require outreach and education to homeowners, and require trained individuals to inspect homes for lead paint. The plan would also utilize abatement techniques that have been used for decades and would take appropriate measures to protect the safety of residents and community members.

The total cost of the plan was proposed at trial by the plaintiff's abatement expert.

**Result:** The court ordered Conagra Grocery Products, NL Industries, and Sherwin-Williams to pay \$1.15 billion into an abatement fund that the state's Childhood Lead Poisoning Prevention Branch is to administer. The cases against E.I. du Pont de Nemours and Atlantic Richfield were dismissed. The court's abatement plan is voluntary and is incumbent upon property owners to enroll in the new program, which requires that all pre-1978 homes be inspected for the presence of lead-based paint and for the abatement of certain hazards.

**Trial Information:**

**Judge:** James P. Kleinberg

**Editor's Comment:** This report includes information that was gleaned from court documents, and interviews of plaintiff's and defense counsel.

**Writer** Priya Idiculla

## Construction companies' work caused leaks, plaintiffs claimed

**Type:** Verdict-Plaintiff

**Amount:** \$30,875

**Actual Award:** \$550,875

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, San Jose, CA

**Case Type:**

- *Construction - Defects; Negligent Supervision*
- *Professional Negligence*
- *Worker/Workplace Negligence - Negligent Repair; Negligent Assembly or Installation*

**Case Name:** Uwe Wessbecher and Beth Wessbecher v. The Conrado Company, Inc. / Uwe Wessbecher and Beth Wessbecher v. Don Torrecillas, individually and dba Modern Roofing; Dale Chris Lewis, individually and dba The Stone Gallery; and Phillip Knowles, individually and dba Ceramic & Stone Design / The Conrado Company, Inc. v. A&J Plastering, Inc.; Down Under Plumbing Services, Inc.; G.W. Joel Contractor; Jason Keller Heating & A/C; and The Stone Gallery, No. 1-11-CV-192840; 112CV220493; 112CV222991

**Date:** August 07, 2013

**Plaintiff(s):**

- Uwe Wessbecher (Male)
- Beth Wessbecher (Female)

**Plaintiff Attorney(s):**

- Anthony E. Marsh; Morgan Franich Fredkin & Marsh; San Jose CA for Uwe Wessbecher, Beth Wessbecher

**Plaintiff Expert(s):**

- Jeff Beam; Civil; San Jose, CA called by: Anthony E. Marsh
- Edward Fotion; General Contracting; Monte Sereno, CA called by: Anthony E. Marsh

**Defendant(s):**

- Don Torrecillas
- Phillip Knowles
- Dale Chris Lewis
- A&J Plastering, Inc.
- G.W. Joel Contractor
- The Conrado Company, Inc.
- Keller Heating & Air Conditioning
- Down Under Plumbing Services, Inc.

**Defense Attorney(s):**

- Ayhan M. Menekshe; Menekshe Law Firm; Los Gatos, CA for A&J Plastering, Inc.
- David S. Schlueter; Northrup Schlueter; Westlake Village, CA for G.W. Joel Contractor
- Illya H. Broomand; Newman & Broomand LLP; Folsom, CA for Don Torrecillas
- None reported for Down Under Plumbing Services, Inc.
- Alexander R. Moore; Boornazian, Jensen & Garthe; Oakland, CA for The Conrado Company, Inc.
- Lauren M. Grause; Boornazian, Jensen & Garthe; Oakland, CA for The Conrado Company, Inc.
- Cynthia L. Mitchell; Severson & Werson; San Francisco, CA for Keller Heating & Air Conditioning
- James P. Souza; Kennedy & Souza, APC; San Diego, CA for Phillip Knowles
- Dale Chris Lewis; Gilroy, CA for Dale Chris Lewis

**Defendant Expert(s):**

- Kory D. Kruckenberg; Construction; Oceanside, CA called by: for Ayhan M. Menekshe, David S. Schlueter, Illya H. Broomand, Alexander R. Moore, Lauren M. Grause, Cynthia L. Mitchell, James P. Souza, Dale Chris Lewis
- Allan Rouhier; General Contracting; Los Altos, CA called by: for Ayhan M. Menekshe, David S. Schlueter, Illya H. Broomand, Alexander R. Moore, Lauren M. Grause, Cynthia L. Mitchell, James P. Souza, Dale Chris Lewis
- Wesley Daniels; General Contracting; Santa Rosa, CA called by: for Ayhan M. Menekshe, David S. Schlueter, Illya H. Broomand, Alexander R. Moore, Lauren M. Grause, Cynthia L. Mitchell, James P. Souza, Dale Chris Lewis
- Michael Gilmore G.C.; General Contracting; Oakland, CA called by: for Ayhan M. Menekshe, David S. Schlueter, Illya H. Broomand, Alexander R. Moore, Lauren M. Grause, Cynthia L. Mitchell, James P. Souza, Dale Chris Lewis
- William W. Kolthoff; HVAC; Corte Madera, CA called by: for Ayhan M. Menekshe, David S. Schlueter, Illya H. Broomand, Alexander R. Moore, Lauren M. Grause, Cynthia L. Mitchell, James P. Souza, Dale Chris Lewis

**Facts:**

On Sept. 7, 2005, plaintiffs Uwe and Beth Wessbecher hired The Conrado Company Inc. as general contractor for the construction of a single family home. Their original contractor was previously terminated from the construction after it was discovered that the framing was significantly off-kilter and that the basement walls were poorly constructed. As a result, the Wessbechers hired Conrado to demolish and remove all of the prior framing, repair the foundation, and oversee the original contractor in repairing some of the work.

On March 7, 2006, the Wessbechers and Conrado entered into a cost of construction contract to complete the construction of the house for \$3,092,540. The Wessbechers also independently contracted with Modern Roofing to install the roof and waterproof the two

exterior decks. The Wessbechers then terminated the contract with Conrado on March 9, 2007, when the majority of the construction had been completed. They claimed the termination was for cause, for material breaches of contract, but agreed with Conrado to treat it as a mutually agreeable termination. However, Conrado claimed the termination was unilateral and without cause. The Wessbechers then contracted with Conrado's contractors to complete all construction, including the installation of the rear stone steps and the tile on the decks. The house was ultimately completed in August 2007.

In January 2008, the Wessbechers discovered water leaking into the house from above a sliding door on the ground floor. As a result, Conrado was asked to repair the leak, and its subcontractor, G.W. Joel Construction, cut a slit into the stucco below the upstairs windows to drain the water. Conrado blamed the window manufacturer for the leaks, but the Wessbechers claimed the rear main deck leaked in several places and the upstairs deck was constructed so that it would leak if not repaired. The Wessbechers also claimed the window sills were not installed pursuant to design and property construction technique, which caused the living room window to leak.

Mr. and Ms. Wessbecher petitioned for arbitration against Conrado in one action. They also filed a separate suit against Don Torrecillas, individually and doing business as Modern Roofing; Phillip Knowles, individually and doing business as Ceramic & Stone Design; and Dale Chris Lewis, individually and doing business as The Stone Gallery. The Wessbechers alleged that all of the subcontractors that worked on the construction were negligent.

Conrado intervened in the second action and filed a separate action against its subcontractors, A&J Plastering Inc., Down Under Plumbing Services Inc., G.W. Joel Contractor, Keller Heating & Air Conditioning, and The Stone Gallery. Conrado brought the separate action seeking indemnity and arbitration. However, Down Under Plumbing was ultimately dismissed from the case.

The Wessbechers claimed that Conrado had mis-set the elevation on the framing of the steps for the main deck, which led to the tile being set too high, allowing water to penetrate where the deck met the doors to the house. They also claimed Conrado improperly constructed window sills, crookedly installed an exterior door, failed to properly attach a trellis to the house (allowing water intrusion), and failed to properly install some soffits and a niche on the house, allowing water to penetrate the stucco.

The Wessbechers alleged that Torrecillas had plugged the weep holes to the drains on the deck, so that the grout under the tile would not drain. They also alleged that Knowles, who was hired to install the deck tile, failed to protect the drain weep holes from being filled with grout by failing to install pebble dams. The Wessbechers further alleged that Lewis, a stone installer, improperly installed an exterior band around the deck and window ledges so that there was voids in the mortar, allowing water to collect and stain the stucco.

Conrado claimed Mr. Wessbecher acted as his own general contractor and was responsible for all work performed after it left the job, and that Mr. Wessbecher's management of the deck construction caused the decks to leak. Conrado also claimed that all of the damage on the two decks was caused by contractors directly hired by the Wessbechers and that any water penetration damage to windows and niches was due to the work of subcontractors. In addition, Conrado claimed that it was indemnified by A&J Plastering, G.W. Joel, Keller Heating & Air Conditioning, and The Stone Gallery, and that



these subcontractors were responsible for its costs of defense.

Torrecillas denied that the alleged defects fell within his scope of work and, rather, claimed that these alleged defects fell under the other parties' scope of work.

**Injury:**

The Wessbechers sought recovery of \$389,201 for repair and investigative damages, plus the value of Mr. Wessbecher's time in investigating the leaks. They also sought recovery of damages for the loss of use of their property, as well as prejudgment interest and attorney's fees.

Conrado claimed it was entitled to a \$30,000 termination fee against the Wessbechers and lost profits of \$42,066 due to the improper termination of the contract. It also claimed it had a Type 1 indemnity agreement with G.W. Joel, Keller Heating & Air Conditioning, and A&J Plastering, entitling it to an immediate defense and indemnity, including all attorney's fees it incurred, which Conrado claimed was over \$300,000.

G.W. Joel, Keller Heating & Air Conditioning, and A&J Plastering claimed they had not signed a Type 1 indemnity agreement and that there were issues of fact to resolve regarding indemnity.

**Result:**

The Wessbechers first settled with Torrecillas for \$50,000 and Knowles for \$60,000. The Wessbechers then proceeded to arbitration against the remaining defendants and settled with Conrado on the second day for \$410,000. However, Lewis refused to settle, so the matter proceeded to a bench trial against Lewis only.

At the conclusion of the bench trial, Judge Aaron Persky entered a judgment against Lewis, awarding the Wessbechers \$30,874.89 in damages.

Thus, the Wessbechers' total recovery was \$550,874.89.

Conrado did not prevail on its cross-complaint.

**Trial Information:**

**Judge:**

William Pagano, Aaron Persky, Richard M. Silver

**Trial Length:**

1 days

**Editor's  
Comment:**

This report is based on information that was provided by counsel for the Wessbechers, Torrecillas and A&J Plastering. Counsel for Conrado, Lewis, Knowles, G.W. Joel, and Keller Heating & Air Conditioning did not respond to the reporter's phone calls, and counsel for Down Under Plumbing was not asked to contribute.

**Writer**

Dan Israeli

## Plaintiffs: Company failed to pay funds owed to them

**Type:** Verdict-Plaintiff

**Amount:** \$8,887,732

**Actual Award:** \$10,129,742

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, Santa Clara, CA

**Case Type:**

- *Contracts - Breach of Contract*
- *Intellectual Property - Patents*

**Case Name:** Chester A. Brown, Jr. and Marcie Brown v. Technology Properties Limited LLC, doing business as TPL Group, and Daniel E. Leckrone, No. 1-90-CV-159452

**Date:** June 05, 2013

**Plaintiff(s):**

- Marcie Brown (Female)
- Chester A. Brown, Jr. (Male)

**Plaintiff Attorney(s):**

- Sallie Kim; GCA Law Partners LLP; Mountain View CA for Chester A. Brown, Jr., Marcie Brown
- Kathryn C. Curry; GCA Law Partners LLP; Mountain View CA for Chester A. Brown, Jr., Marcie Brown

**Defendant(s):**

- Daniel E. Leckrone
- Technology Properties Limited LLC

**Defense Attorney(s):**

- J. Mark Thacker; Ropers Majeski Kohn & Bentley; San Jose, CA for Technology Properties Limited LLC, Daniel E. Leckrone
- Ryan M. Penhallegon; Binder & Malter; Santa Clara, CA for Technology Properties Limited LLC, Daniel E. Leckrone

**Facts:**

From January 2007 until December 2011, plaintiffs Chester Brown, Jr., and Marcie Brown, a married couple, were not paid a percentage of the funds obtained from a group of patents. They claimed that TTP Group breached its contract with them by failing to pay the funds owed from the group of patents.

Mr. and Ms. Brown sued TTP Group's operator, Technology Properties Limited LLC; and the company's sole owner, member and manager, Daniel Leckrone. The Browns alleged that the defendants' actions constituted a breach of contract and misappropriation of likeness.

Although Leckrone was not a party to the contract that the Browns alleged was breached, Leckrone was sued based solely on an alter ego claim. However, the action against Leckrone was bifurcated and subsequently denied by the court after a separate trial. Thus, the matter addressing the claims of breach of contract and misappropriation of likeness continued against Technology Properties Limited only.

Technology Properties Limited subsequently filed a counter-claim against the Browns for misappropriation of trade secrets, breach of contract, promissory estoppels, fraud, negligent misappropriation, interference with contract, and negligent and intentional interference with prospective economic advantage.

Technology Properties Limited brought several defenses, including claims of accord and satisfaction and unclean hands. It claimed that the Browns agreed to relinquish all their interest under the contract on Jan. 15, 2009, in exchange for its delivery of its IntellaSys division to the Browns and others. Thus, Technology Properties Limited claimed it did not owe anything to the Browns.

The parties ultimately resolved Mr. Brown's claim for misappropriation of likeness during trial.

**Injury:**

The Browns sought recovery of \$8,887,733 in damages for the alleged breach of contract.

Technology Properties Limited sought recovery of \$50 million in damages for its cross-claims.

**Result:**

The jury found that Technology Properties Limited breached its contract with the Browns. Thus, it awarded damages in the amount of \$8,887,732, after subtracting \$1 for failure to mitigate damages.

Regarding the counter-claims brought Technology Properties Limited, the jury found that Mr. Brown had misappropriated Technology Properties Limited's trade secrets, but determined that Technology Properties Limited had not been injured by the misappropriation. Thus, it did not award any damages for the counter-claim.

Pre-judgment interest, which was determined in a prior bench trial based solely on the issue of contract interpretation, as well as attorney fees and costs, were added to the Browns' verdict award, resulting in a total judgment of \$10,129,742.

**Trial Information:**

**Judge:** Joseph Huber

**Demand:** \$8 million (C.C.P. § 998)

**Offer:** None reported

**Trial Length:** 15 days

**Trial  
Deliberations:** 2 days

**Post Trial:** Technology Properties Limited is appealing the trial court's judgment. The Browns are appealing the court's denial of their alter ego claim.

**Editor's  
Comment:** This report is based on information that was provided by plaintiffs' and defense counsel.

**Writer** Priya Idiculla

## Driving instructor sexually assaulted her, teenager alleged

**Type:** Decision-Mixed

**Amount:** \$25,000

**Actual Award:** \$46,000

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, Santa Clara, CA

**Injury Type(s):**

- *mental/psychological* - anxiety; depression; post-traumatic stress disorder

**Case Type:**

- *Intentional Torts* - Battery; Intentional Infliction of Emotional Distress
- *Worker/Workplace Negligence* - Negligent Hiring; Negligent Supervision

**Case Name:** Bridget Rae Jacobs, by and through her Guardian Ad Litem, Michelle Jacobs v. Mission Valley Driving School, Ramnik Singh, and Baljit Phanjal, No. 1-11-CV-193624

**Date:** October 30, 2012

**Plaintiff(s):**

- Bridget Rae Jacobs (Female, 15 Years)

**Plaintiff Attorney(s):**

- Jeffrey D. Janoff; Bostwick & Janoff; San Jose CA for Bridget Rae Jacobs

**Defendant(s):**

- Ramnik Singh
- Baljit Dhanjal
- Mission Valley Driving School

**Defense Attorney(s):**

- Theresia C. Sandhu; Law Office of Theresia C. Sandhu; San Jose, CA for Mission Valley Driving School, Ramnik Singh, Baljit Dhanjal

**Facts:**

On May 28, 2010, at approximately 2 p.m., plaintiff Bridget Rae Jacobs, 15, was picked up at her Santa Clara home for an in-car driving lesson by Ramnik Singh, a driving instructor employed by Mission Valley Driving School. Bridget claimed that during the course of the lesson, Singh sexually assaulted and battered her, causing her to suffer significant emotional distress.

The following day, Singh was scheduled to return for a second driving lesson, but Bridget told her mother about the incident and it was reported to the Milpitas Police Department. Singh was subsequently arrested for a violation of the Penal Code for annoying/molesting a victim under the age of 18, and the charges were later amended to include lewd or lascivious act on a child age 15. The Department of Motor Vehicles also restricted Singh's instructor's license to anyone over the age of 18, pending the outcome of his trial.

Bridget, by and through her guardian ad litem, Michelle Jacobs, sued Singh, Mission Valley Driving School, and the owner of the driving school, Baljit Dhanjal. Bridget alleged that the actions of all the defendants constituted negligence and violation of the Unruh Civil Right Act. She also alleged that the actions of Singh, individually, constituted battery, intentional infliction of emotional distress, and sexual battery. In addition, Bridget alleged that Mission Valley was negligent in the hiring and supervision of Singh.

The matter proceeded to a bench trial.

Bridget claimed that during the two hour driving lesson on May 28, 2010, Singh continuously stared at her, asked how old she was, and followed up with remarks such as, "You don't look 15, you have a very sexy body," and "I don't really like this job, but it is worth it when I get a sexy student like you." Bridget also claimed that Singh said, "What's wrong baby," and started to rub her right arm when a tear rolled down her face. She further claimed that Singh started making references about her breasts being big and eventually cupped her right breast with his hand. In addition, Bridget claimed that Singh rested his thumb on her nipple and squeezed her breast, over the shirt, for approximately five seconds, and that he later remarked, "They're nice."

Dhanjal and Mission Valley denied all of Bridget's allegations and claimed it was all a fabrication.

Singh admitted to rubbing Bridget's arm and saying, "It's ok baby," when he was interviewed by the police. However, he denied there being any inappropriate conduct or untoward behavior.

According to plaintiff's counsel, Singh pleaded no contest to the felony charges, which alleged hurt Singh's credibility at the civil trial.

**Injury:** Bridget claimed that she was sexually assaulted and battered. She subsequently saw a psychiatrist on Oct. 14, 2010, and underwent a mental status exam. Bridget was ultimately diagnosed with post-traumatic stress disorder and depression. She also claimed she deals with bouts of anxiety, panic attacks, feeling unsafe and being watchful. As a result, Bridget was prescribed Zoloft and Ativan.

Bridget alleged she missed her prom as a result of the incident, and decided to just stay in her room. Thus, she sought recovery of \$100,000 in general damages.

Defense counsel argued that no wrongful act was committed on the defendants' part, so Bridget should be awarded zero damages.

**Result:** The court rendered a defense judgment for Mission Valley and Dhanjal. However, it rendered a judgment in favor of Bridget and against Singh in the amount of \$25,000 in general damages.

Defense counsel claimed that she felt that Singh's alleged liability was never proven, but that Singh's pleading of no contest as to the felony charges affected the civil court's decision.

## **Bridget Rae Jacobs**

\$25,000 Personal Injury: pain & suffering

### **Trial Information:**

**Judge:** James L. Stoelker

**Demand:** \$99,999 (C.C.P. § 998)

**Offer:** None

**Trial Length:** 3 days

**Post Trial:** Plaintiff's counsel was granted attorney's fees of \$18,000 and costs of \$3,000. Thus, Bridget's net recovery was \$46,000.

**Editor's Comment:** This report is based on information that was provided by plaintiff's and defense counsel.

**Writer** Dan Israeli

## Rear-ender caused spinal injury and vehicle damage: plaintiffs

**Type:** Decision-Plaintiff

**Amount:** \$10,800

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, Santa Clara, CA

**Injury Type(s):** • *other* - soft tissue; back and neck; physical therapy; strains and sprains

**Case Type:** • *Motor Vehicle* - Passenger; Red Light; Rear-ender; Intersection

**Case Name:** Roddy Miller and Sally Miller v. Christine Dan Thu Ngoc Le and Patricia H. Le, No. 1-11-CV-197846

**Date:** August 01, 2012

**Plaintiff(s):** • Roddy Miller (Male, 43 Years)  
• Sally Miller (Female, 38 Years)

**Plaintiff Attorney(s):** • Ryan A. Ramseyer; Picone & Defilippis; San Jose CA for Roddy Miller, Sally Miller

**Plaintiff Expert(s):** • Seth Stairs; Appraisal; Fresno, CA called by: Ryan A. Ramseyer

**Defendant(s):** • Patricia H. Le  
• Christine Dan Thu Ngoc Le

**Defense Attorney(s):** • Truman Phan-Quang; Law Offices of Santana & Hart; San Francisco, CA for Christine Dan Thu Ngoc Le, Patricia H. Le

**Defendant Expert(s):** • Zachery Romer; Appraisal; Sonoma, CA called by: for Truman Phan-Quang



**Insurers:**                   • Safeco Insurance Cos.

**Facts:**                   On the evening of May 6, 2009, plaintiff Roddy Miller, 43, was driving south on Saratoga Avenue in Saratoga with his wife, plaintiff Sally Miller, 38, in the front passenger seat. At approximately 7:50 p.m., while stopped at a red traffic light at the intersection of Fruitvale Avenue, the Millers were rear-ended by a vehicle operated by Christine Dan Thu Ngoc Le. Mr. Miller claimed property damage to his vehicle, while Mrs. Miller claimed injuries to her neck and back.

The Millers sued Christine Le and the believed owner of the vehicle, Patricia Le. However, Patricia Le was later dismissed from the case.

The Millers claimed that Christine Le was negligent in the operation of her vehicle by driving inattentively.

Christine Le admitted liability for the accident. The parties then waived their right to a jury trial, and the matter proceeded to a bench trial on causation and damages.

**Injury:**                   A few days after the accident, Mrs. Miller treated her neck and back complaints with her general practitioner. She was diagnosed with soft-tissue strains and sprains and received therapeutic treatment from her doctor for a year and a half.

Mrs. Miller claimed that while she was physically restricted in the initial months following the accident, she is now fully recovered from her injuries. Thus, she only claimed \$1,130 in past medical costs and sought \$14,000 in damages for her past pain and suffering.

Mr. Miller did not claim any injuries and only sought recovery for the damage to his vehicle. Thus, he claimed \$9,819 in property damage and sought \$14,500 for the loss of the vehicle's use.

Defense counsel contended that Mrs. Miller failed to present a prima facie case, since she did not present any medical expert testimony at trial to prove causation. Counsel further contended, by way of expert testimony, that Mr. Miller's property damage was \$6,060, with a loss of use of only \$500.

**Result:**                   The court awarded the plaintiffs \$10,800 in total damages.

**Roddy Miller**

\$1,350 Commercial: Loss Of Use

\$6,060 Commercial: Property Damage

**Sally Miller**

\$1,130 Personal Injury: Past Medical Cost

\$2,260 Personal Injury: Past Pain And Suffering

**Trial Information:**

**Judge:** William J. Monahan

**Demand:** \$14,999 (C.C.P. 998)

**Offer:** \$6,668 (C.C.P. 998) to Mr. Miller; \$3,370 (C.C.P. 998) to Mrs. Miller

**Trial Length:** 1 days

**Editor's Comment:** This report is based on information that was provided by plaintiffs' and defense counsel.

**Writer** Dan Israeli

## Babies 'R' Us shopper slipped on fallen object from shelf

**Type:** Decision-Plaintiff

**Amount:** \$102,747

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, San Jose, CA

**Injury Type(s):**

- *hip*
- *leg*
- *elbow*
- *other* - buttocks; soft tissue; tendinitis/tendinosis
- *wrist*
- *hand/finger* - hand; de Quervain syndrome

**Case Type:**

- *Premises Liability* - Store; Slip and Fall; Dangerous Condition

**Case Name:** Kathy Brenner v. Babies "R" Us, Inc., No. 1-01-CV-803362

**Date:** August 17, 2004

**Plaintiff(s):**

- Kathy Brenner (Female, 46 Years)

**Plaintiff Attorney(s):**

- Jeffrey D. Janoff; Bostwick & Janoff; San Jose CA for Kathy Brenner

**Plaintiff Expert (s):**

- Dean H. Ahlberg P.E.; Safety; Vallejo, CA called by: Jeffrey D. Janoff
- Gordon Brody M.D.; Hand Surgery; Palo Alto, CA called by: Jeffrey D. Janoff

**Defendant(s):**

- Babies "R" Us Inc.

**Defense Attorney(s):**

- Robert P. Hamilton; Jenkins, Goodman, Neuman & Hamilton; San Francisco, CA for Babies "R" Us Inc.

**Defendant Expert(s):**

- Douglas Abeles M.D.; Orthopedic Surgery; Castro Valley, CA called by: for Robert P. Hamilton

**Insurers:**

- self-insured

**Facts:**

On Oct. 13, 2001, plaintiff Kathy Brenner, 46, a registered nurse, was shopping at a Babies "R" Us in San Jose. While walking through the store, she slipped and fell to the ground after stepping on a light diffuser that had fallen to the floor after becoming dislodged from a defective shelf display.

Brenner sued Babies "R" Us Inc. (a division of Toys "R" Us, Paramus, N.J.), alleging premises liability. Brenner contended that the store was aware that the shelf in question was in a condition that was different from the other shelves but took no action to repair it. She argued that a store's employee inspected the floor prior to the accident but that the employee was not looking for "hard to see objects" on the floor.

The defense contended that it had no notice of any dangerous condition before the accident. It argued that a clerk had walked through the area of the store where the accident occurred a few minutes earlier and did not see anything on the floor at that time.

**Injury:**

Brenner initially complained of pain to her right hip, right buttock, right elbow, legs, wrists and hands. Subsequently, she was diagnosed with a hyperextension injury to both wrists with a de Quervain's tendinitis condition aggravated by the trauma. Hand surgeon Gordon Brody, diagnosed a carpal metacarpal osteoarthritis condition in Brenner's left thumb for which an arthroplasty was recommended. Brenner claimed past medical specials of \$3,323 and future medical specials of \$29,849. She asked the court to award \$250,000 (\$385,000 per defense counsel).

**Result:**

After a five-day bench trial, Judge Joseph Huber found for Brenner and awarded her damages of \$85,672. Judge Huber later awarded CCP § 998 costs and interest, which created a total judgment of \$102,747.

**Kathy Brenner**

\$3,323 Personal Injury: Past Medical Cost

\$29,849 Personal Injury: Future Medical Cost

\$52,500 Personal Injury: noneconomic damages

\$13,847 Personal Injury: CCP § 998 costs

\$3,228 Personal Injury: interest

**Trial Information:**

**Judge:** Joseph H. Huber

**Demand:** \$49,999 CCP § 998 (per plaintiff's counsel); \$49,999 CCP § 998 (expired) raised to \$150,000 (per defense counsel)

**Offer:** \$25,000

**Trial Length:** 5 days

**Writer** Randy Stewart



## Tax Preparer Accused of Falsifying Returns

**Type:** Verdict-Plaintiff

**Amount:** \$135,000

**Actual Award:** \$135,000

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, San Jose, CA

**Case Type:**

- *Fraud*
- *Contracts - Breach of Contract*

**Case Name:** Henry Conway and S & J Machine, Inc. v. Terrence Caughey, No. CV 798388

**Date:** September 03, 2002

**Plaintiff(s):**

- Henry Conway (Male, 62 Years)
- S & J Machine, Inc.

**Plaintiff Attorney(s):**

- John H. Conway; Law office of John H. Conway; Sunnyvale CA for Henry Conway, S & J Machine, Inc.

**Defendant(s):**

- Terrence Caughey

**Defense Attorney(s):**

- Pro Se for Terrence Caughey

**Facts:** The plaintiffs retained the defendant to prepare tax returns and transfer quarterly withholdings to the Franchise Tax Board and to the IRS.

The plaintiffs claimed that the defendant breached the contract when he failed to prepare tax returns and falsified quarterly withholding estimates. The plaintiffs contended that the defendant took money from the plaintiffs and deposited it into his own account where he spent the money on his own personal expenses, all without the knowledge or consent of the plaintiffs.

The defendant denied the plaintiffs allegations and contended that the plaintiffs consented to the transfer of money into the defendant's account.

**Injury:** The plaintiffs claimed damages of \$113,798 for breach of contract and fraud.

**Result:** After a half-day bench trial, Judge Mary Jo Levinger awarded a judgment to the plaintiffs in the amount of \$135,000 (including prejudgment interest). Prior to trial, a non-binding arbitration was heard by John Kazubowski, Esq., who awarded \$191,377 to the plaintiffs. The defendant requested trial de novo and the case proceeded to trial.

## **Henry Conway**

\$135,000 Commercial: compensatory damages (w/prejudgment interest)

### **Trial Information:**

**Judge:** Mary Jo Levinger

**Demand:** \$109,798

**Offer:** None

**Trial Length:** 1 days

**Writer** Randy Stewart

## Collateral Damages Allowed in Suit Against Contractor

**Type:** Decision-Plaintiff

**Amount:** \$116,470

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, San Jose, CA

**Case Type:**

- *Contracts - Breach of Contract*

**Case Name:** Linda Clausen and Kurt Clausen v. Andy Lampert, No. CV 799975

**Date:** July 19, 2002

**Plaintiff(s):**

- Kurt Clausen (Male, 0 Years)
- Linda Clausen (Female, 0 Years)

**Plaintiff Attorney(s):**

- Colin Peters; Peters Peters & Ellingson; Palo Alto CA for Linda Clausen, Kurt Clausen

**Plaintiff Expert (s):**

- Jack Myers; Construction; Los Altos, CA called by: Colin Peters

**Defendant(s):**

- Andy Lampert

**Defense Attorney(s):**

- Pro Se for Andy Lampert



**Facts:** The plaintiffs are a husband and wife who hired the defendant to perform remodeling work on their home in Redwood City.

The plaintiffs contended that the defendant breached the written contract by performing poor quality work upon their house during the remodeling. The fired him in 2-3 days. The plaintiffs also claimed that the defendant was an unlicensed contractor.

The defendant maintained that there was nothing wrong with the work that he performed on the plaintiff's home.

**Injury:** The plaintiffs claimed damages for remedial repairs to their home, as well as for storage fees and the expenses they incurred in making alternate living arrangements.

**Result:** After a one-half day bench trial, the court awarded \$116,470 to the plaintiffs (\$100,000 for faulty work and \$16,470 for storage and living expenses).

**Demand** None

**Offer** None

**Trial Information:**

**Judge:** James H. Chang

**Trial Length:** 1 days

**Trial Deliberations:** 0

**Writer**

## Laborer's Judgment Offset by Workers' Compensation Lien

**Type:** Decision-Plaintiff

**Amount:** \$7,000

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, San Jose, CA

**Injury Type(s):** • *brain* - brain damage

**Case Type:** • *Motor Vehicle* - Left Turn

**Case Name:** Santiago Gomez Regalado v. Israel Benny Maldonado and Sasco Electric, No. CV778392  
c/w CV778797

**Date:** July 18, 2002

**Plaintiff(s):** • Santiago Gomez Regalado (Male, 30 Years)

**Plaintiff Attorney(s):** • Eric F. Hartman; Law Offices of Eric F. Hartman; San Jose CA for Santiago Gomez Regalado

**Plaintiff Expert (s):** • Jill Wingardner Ph.D.; Neuropsychology; Watsonville, CA called by: Eric F. Hartman  
• Larry Emil Morris M.D.; Psychiatry; San Jose, CA called by: Eric F. Hartman  
• Scott Simon; Vocational Rehabilitation; San Jose, CA called by: Eric F. Hartman

**Defendant(s):** • Sasco Electric  
• Israel Benny Maldonado

**Defense  
Attorney(s):**

- Paul E. Stephan; Selman Breitman LLP; San Francisco, CA for Israel Benny Maldonado, Sasco Electric
- Jennifer J. Capabianco; Selman Breitman LLP; San Francisco, CA for Israel Benny Maldonado, Sasco Electric

**Defendant  
Expert(s):**

- Eric A. Galla D.C.; Chiropractic; San Jose, CA called by: for Paul E. Stephan, Jennifer J. Capabianco
- Diana Johns M.D.; Emergency Medicine; San Jose, CA called by: for Paul E. Stephan, Jennifer J. Capabianco
- Floyd Fortuin M.D.; Neurology; San Francisco, CA called by: for Paul E. Stephan, Jennifer J. Capabianco
- Claude S. Munday M.D.; Neuropsychology; Oakland, CA called by: for Paul E. Stephan, Jennifer J. Capabianco
- Joseph M. Salvador M.D.; Medical Care; San Jose, CA called by: for Paul E. Stephan, Jennifer J. Capabianco
- Ronald Joseph M.D.; Orthopedic Surgery; Los Gatos, CA called by: for Paul E. Stephan, Jennifer J. Capabianco
- William Stearns M.D.; Orthopedic Surgery; San Jose, CA called by: for Paul E. Stephan, Jennifer J. Capabianco

**Insurers:**

- Argonaut Insurance Company

**Facts:**

A judge in Santa Clara County awarded \$7,000 to a construction laborer in his 30s after he was injured in an automobile accident where the other driver admitted liability but disputed the extent of the plaintiff's injuries. The judgment was then offset due to the defendants' acquisition of the plaintiff's workers' compensation lien before trial.

The plaintiff was driving a vehicle while in the course and scope of his employment with Irish Construction Company. Defendant Israel Benny Maldonado was driving a vehicle in the opposite direction while in the course and scope of his employment with defendant Sasco Electric. Maldonado attempted to make a left turn in front of the plaintiff's vehicle, which struck the front passenger side of the defendants' vehicle. The plaintiff sued the defendants alleging motor vehicle negligence and liability under the theory of respondeat superior. The plaintiff's employer (Irish Construction Company) and its workers' compensation carrier (California Compensation Insurance Company) provided workers' compensation benefits to the plaintiff and then filed a separate lawsuit against the defendants to recover said payments. Subsequently, the defendants settled with Irish Construction Company/California Compensation Insurance Company prior to trial in exchange for an assignment of their workers' compensation lien.

**Injury:**

The plaintiff claimed at trial that he suffered a traumatic brain injury, psychiatric injury and neurological injuries preventing him from ever working again. The plaintiff's medical expert, Jill Winegardner, Ph.D., testified that the plaintiff suffered a mild brain injury and diagnosed him with a cognitive disorder, as well as a pain disorder associated with both psychological factors and a general medical condition, which she opined were caused by the subject accident. The plaintiff's vocational rehabilitation expert, Scott Simon, testified that the plaintiff's potential for vocational rehabilitation was slight and that it was improbable that he would ever again be able to work on a sustained basis.

The defendants, who did not dispute liability, argued that the plaintiff merely suffered sprains/strains and could have returned to work no later than April 20, 1998, when his own treating physician returned him to work.. Defense medical expert, Floyd Fortuin, M.D., testified that: 1) based upon objective testing, the plaintiff was totally healthy; 2) there was no objective evidence that the plaintiff suffered either a head injury or loss of consciousness; 3) there was no objective basis for the chronic pain alleged by the plaintiff; and 4) the plaintiff's chronic pain was psychosomatic and predicated upon secondary gain issues. This defense medical expert relied upon his examination of the plaintiff, as well as the ambulance report, which indicated that the plaintiff's Glasgow Coma Scale was rated fully normal on two separate occasions, that his brain MRI was normal and that the plaintiff's cervical-lumbar MRI was consistent with normal degenerative change.

**Result:**

After a six-day bench trial, Judge Andrea Bryan awarded \$7,000 to the plaintiff. Prior to trial, a non-binding arbitration was heard and the arbitrator, Michael Danko, Esq., awarded the plaintiff \$7,615. The plaintiff requested trial de novo and the case proceeded to trial.

After receiving \$138,000 in credit for the workers' compensation payments (the defendants had settled with the workers' compensation carriers and received an assignment of the workers' compensation lien), the plaintiff's net recovery was zero. The defendants were awarded their costs of \$21,541 as the prevailing party and because they beat their CCP 998 offer to compromise of \$12,000.

**Santiago Regalado** \$2,000 economic damages

\$5,000 no economic damages

**Demand** \$900,000

**Offer** \$12,000 CCP 998

**Trial Information:**

**Judge:** Andrea Y. Bryan

**Trial Length:** 6 days

**Trial** 0  
**Deliberations:**

**Writer**

## Recovering Alcoholic on Sabbatical Hit in Crosswalk

**Type:** Decision-Plaintiff

**Amount:** \$8,074,388

**Actual Award:** \$8,074,388

**State:** California

**Venue:** Santa Clara County

**Court:** Superior Court of Santa Clara County, San Jose, CA

**Injury Type(s):**

- *head* - fracture, skull
- *brain* - traumatic brain injury; subarachnoid hemorrhage
- *other* - hematoma
- *sensory/speech* - vision, impairment

**Case Type:**

- *Motor Vehicle* - Pedestrian

**Case Name:** Geri Rivard, by and through her Guardian ad Litem, Shalyn Brand v. Blake Abercherli, Valley Auto Customers, Inc. and Enterprise Rent-a-Car, No. CV793459

**Date:** February 28, 2002

**Plaintiff(s):**

- Geri Rivard (Female, 51 Years)

**Plaintiff Attorney(s):**

- Robert H. Bohn, Jr.; Bohn & Bohn; San Jose CA for Geri Rivard

**Defendant(s):**

- Blake Abercherli
- Enterprise Rent-a-Car
- Valley Auto Customizers Inc.

**Defense Attorney(s):**

- Dennis F. Moriarty; Cesari, Werner & Moriarty; San Francisco, CA for Valley Auto Customizers Inc., Enterprise Rent-a-Car, Blake Abercherli

- Insurers:**
- Mercury Insurance Co.
  - Truck Insurance Exchange (Farmers)

**Facts:** The plaintiff, a 51-year-old non-profit consultant, was attempting to cross College Avenue in Los Gatos. Defendant Blake Abacherli, while in the course and scope of his employment with defendant Valley Auto Customizers, Inc., was delivering a 2000 Infiniti sedan to a customer. As the plaintiff was crossing the street, the defendants' vehicle struck her.

The plaintiff contended that she was lawfully in the crosswalk and that the defendant driver, failing to pay proper attention to the roadway, accelerated and cut the corner hitting her.

The defendant driver asserted that the plaintiff was not in the crosswalk at the time of the accident and claimed that she darted out into the street immediately before she was hit.

**Injury:** The plaintiff, an alcoholic on a one year sabbatical from work and treating in a recovery program at the time of the accident, sustained skull fractures, a traumatic brain injury, bilateral subdural hematomas, a right parietal subarachnoid hemorrhage, a scar above her right eye and impaired vision. She claimed damages for past/future medical specials and past/future loss of earning, as well as pain and suffering.

**Result:** After a three-day bench trial, Judge William Martin awarded the plaintiff \$8,074,388 after finding defendants Blake Abacherli and Valley Auto Customizers, Inc. 100% jointly and severally liable. Defendant Enterprise Rent-A-Car was dismissed from the case before trial.

Defense counsel reported that in exchange for a satisfaction of judgment for the amount of defendant Blake Abercherli's insurance policy limits of \$50,000, defendant Abercherli stipulated to the plaintiff's damages and presented no evidence on the issue of liability or damages.

## **Geri Rivard**

\$368,137 Personal Injury: Past Medical Cost

\$1,366,451 Personal Injury: Future Medical Cost

\$79,800 Personal Injury: Past Lost Earnings Capability

\$1,260,000 Personal Injury: FutureLostEarningsCapability

\$5,000,000 Personal Injury: non-economic damages

## **Trial Information:**

**Judge:** William F. Martin

**Demand:** \$1,050,000 CCP 998

**Offer:** \$50,000

**Trial Length:** 3 days

**Writer** Randy Stewart