Tri-Service

SEPTEMBER 27, 1999 WEEKLY JURY VERDICT REPORTS VOL. 99, NO. 36

Medical Malpractice: Failure to Diagnose Pulmonary Embolism...$490,000

Compromised Venous Valve None/$1,000,000 Van Nuys/Schneider

Plaintiff Attorney: Ian Herzog, Santa Monica (310) 458-6660

Defendant Attorney:
for Matrisciano: Thomas F. McAndrews
(Reback, Hulbert, McAndrews & Kjar), Manhattan Beach (310) 297-9900

for Detrick: Scott F. Bradford
(Gittler & Bradford), Los Angeles (310) 477-7744

Trial Judge: Thomas Schneider Van Nuys 6/3/99
Trial Time: 15 Days Deliberation Time: 1 Day
Insurance Co: The Doctor's Company
Case: Charlotte Meherin and Scott Meherin v. John Matrisciano, M.D. and Earl Detrick, M.D. LC 038 790

Facts: 10/13/95: Plaintiff, a 28-year-old clerical worker, underwent an emergency appendectomy performed by Dr. Matrisciano. A week later, she began to develop shortness of breath and chest pain. On several occasions, she returned to Dr. Matrisciano to complain about her symptoms. Dr. Matrisciano thought that Plaintiff was suffering from either pleurisy or pneumonia, but did no testing. Plaintiff was developing a pulmonary embolism. Dr. Detrick read Plaintiff's ventilation profusion lung scan as relatively low probability for pulmonary embolism. Plaintiff was referred to a pulmonologist, who diagnosed the pulmonary embolism and placed the Plaintiff on Heparin.

Two years later, the Plaintiff's lungs cleared, as did the deep vein thromboses in her legs, the site from which the pulmonary embolisms originated.

Injuries: Plaintiff 's doctors testified that she suffered a pulmonary embolism. Husband sued for loss of consortium. **Residuals:** Compromised venous valve.
Medical Costs: $6,500

Contentions: Plaintiff claimed that Dr. Matrisciano did nothing to rule out a pulmonary embolism. Dr. Detrick misread a ventilation profusion lung scan read as relatively low probability for pulmonary embolism.
Defendant Dr. Detrick argued that by the time the scan had been ordered, it was already too late because the Plaintiff had already suffered the pulmonary embolism.

Settlement: **Offer:** None **Demand:** $1,000,000
Verdict: $490,000 against Dr. Matrisciano; Defense to Dr. Detrick
Jury Poll: **10-2**

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OCTOBER 13, 1997 WEEKLY JURY VERDICT REPORTS VOL. 97, NO. 38

Dangerous Condition: School Crosswalk..... $2,750,000 gross.....

Brain Injury None/$1,499,000 Simi Valley/Hadden $1,947,000 net

Plf: Ian Herzog, & Amy Ardell (Law Office of Ian Herzog), Santa Monica

Dfs: Korman Ellis & Byron Lawler (Lawler, Bonham & Walsh), Oxnard

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NOVEMBER 22, 1999 WEEKLY JURY VERDICT REPORTS VOL 99, NO. 44

Insurance Bad Faith: Arson Fire Loss.....$8,594,600

Plantiff Attorney: Ian Herzog & Amy Ardell (Law Office of Ian Herzog), Santa Monica
Plaintiff Experts: Gary Fye; Insurance Bad Faith; San Antonio, TX. Lee Lipscomb; Attorney; Century City.

Defendant Attorney: Michael M. Pollak & Lawrence J. Sher (Pollak, Vida & Fisher), Los Angeles
Defendant Expert: Boyd Veenstra; Insurance Bad Faith; Burbank

Trial Judge: Harold I. Cherness, L.A. Central West **Trial Time**: 2 1/2 Months **Deliberation Time**: 3 1/2 Days Compensatory, 1 1/2 Days Punitives **Insurance Co**: Allstate

Case: Fareed Cassim and Rashida Cassim V. Allstate MC 002 462

Facts: 12/90: Plaintiffs were insured by Defendant. While the Plaintiffs were out of town, the interior of their home was burned in an arson fire. the value of the home was $173,000. **Damages**: $30,000 contents of homeand $50,000 additional living expenses.

Contentions: Plaintiff claimed they were not involved in the arson. The documentation the Defendant claimed was false was simply a misunderstanding. A videotape made by the dDefendant to document the fire loss mysteriously disappeared. The tape would have proven the validity of the Plaintiffs' claims, so the Defendant intentionally destroyed it. Defendant argued the Plaintiffs were the arsonists. They had a financial motive to set the fire because they could not afford the house and had obtained mortgage financing with false documentation with regard to their insurance claim. The Plaintiffs had claimed items lost in the fire that were not in the home at the time of the fire. The Defendant did not destroy the videotape; it never had possession of the tape.

Demand: $999,000 CCP 998 by each Plaintiff **Offer**: $100,000 **Verdict**: $8,594,600 total; $3,594,600 compensary damages, $5,000,000 punitive damages **Jury Poll**: 10-2 compensary damages; 9-3 punitive damages

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NOVEMBER 1998 SETTLEMENT REPORTS VOL. 98, NO. 11

Wrongful Death: Helicopter Crash While Filming Commercial.....$7,000,000

Plaintiff Attorneys: Ian Herzog, William Vogel & Tom Yuhas (The Law Offices of Ian Herzog), Santa Monica

Defendant Attorneys: for Tsirah: Patrick Bailey (Bailey & Marzano), Santa Monica for Purwin: Lee Horton (Belcher, Henzie & Biegenzahn), Los Angeles for West Coast: Peter Brotzen (Dwyer, Daley, Brotzen & Bruno), Los Angeles for Propaganda/B&D/Bay: Philip Johnson (Lillick & Charles), Long Beach for Estate: James Michaelis (Michaelis, Montenerl, & Johnson), Westlake Village

Court: Lancaster Judge: Not Assigned

Insurance Co.: Asssociated Aviation Underwriters

Case: Tamburro V. West Coast Helicopter, Tsirah Corporation, Alan Purwin, Propaganda Films, Black & Decker, Estate of Michael Tamburro, and Michael Bay MC 8473

Facts: 8/21/98: Decedent Michael Tamburro, a 38-year old partner in West Coast Helicopter, was killed in a helicopter crash while filming a commercial for Defendant Black & Decker. West Coast Helicopter, owned by the Decedent and Defendant Alan Purwin, was hired to fly for the commercial. The helicopter flew too close to a rock outcropping, made contact with it, went out of control, and crashed. Propaganda Films was the production company, and Michael Bay was the director of the commercial. Tsirah Corporation was the owner of the Bell Cobra helicopter. The helicopter company owned by the Decedent and his partner was a lucrative, successful business that supplied helicopters to radio and television stations as well as the film industry. They had participated in the filming of movies such as "The Rock."

Injuries: Death, male, age 38; survived by wife and two minor children

Loss of Earnings: "Astronomical"

Contentions: Plaintiff claimed the Decedent was wearing his shoulder harness at the time of the accident. The accident was due to pilot error. The pilots were negligent in the operation of the helicopter. The pilots were trained negligently. The helicopter was negligently maintained. Defendant argued workers' was the exclusive remedy to the Plaintiffs. Film of the accident showed that the Decedent was not wearing his shoulder harness at the time of the accident.

Negotiations: Demand: $7,000,000 Offer: $4,000,000 Settlement: $7,000,000

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APRIL 20, 1998 **WEEKLY JURY VERDICT REPORTS**

Plaintiff Attorney: Ian Herzog & Amy Ardell
(Law Offices of Ian Herzog), Santa Monica (310) 458-6660
Experts: Schrier, Robert Academic Medicine University of Colorado

Defendant Attorney: Scott Edelman & Susan Marcella
(Gibson, Dunn & Crutcher), Los Angeles (213) 229-7000
Experts: Levey, Gerald Academic Medicine UCLA

Trial Judge: Charles McCoy, Jr. L.A. Central
Trial Time: 4 Weeks Deliberation Time: 9 Hours
Case: Richard L. Tannen, M.D. v. University of Southern California BC 124 753

Facts: 3/21/95: Plaintiff, a 58-year-old doctor, was hired as Chairman of USC's Department of Medicine. The position also included Chief of Medicine of Los Angeles County USC Medical Center and USC Private Hospital. USC knew that to attract and recruit someone of sufficient quality and stature for such a complex position it would have to negotiate special terms. Dr. Tannen told USC he would not accept the position without assurances of independent review of his performance before he could be removed. In order to entice Dr. Tannen to accept the five-year intervals, and substantial financial commitments to the Department of Medicine to enable him to perform the job. USC fired Dr. Tannen from the position without an external review.

Plaintiff claimed USC intentionally deceived and misled him. It recruited him with promises it never intended to keep, assuming that once he left his job and moved to Los Angeles he would have no choice but to live with the situation. This incident damaged his reputation among his peers. Although his previous employers hired him for an available position at the University of Pennsylvania Medical School, USC's action precluded him from obtaining the position that was his career goal, USC never intended to provide Dr. Tanned with an external review nor with the promised support, Four years before recruitment, USC had incorporated a secret loophole whereby it did not have to honor appointment letter promises unless the appointment letter was physically attached to a seemingly unconnected pro forma campus-wide faculty contract. This provision was never mentioned to Dr. Tannen or his staff, Dr. Tannen was not told that the identical financial support commitments promised to him had been also promised to others.

Defendant argued that it intended to keep all the promises it made to Plaintiff when it recruited him. USC denied that it made any special promises to Plaintiff about his right to serve as chairman for any period of time. The Plaintiff was told that chairman normally served in their administrative positions for five-year terms, and were subject to external review at five-year intervals. Plaintiff ended up serving over seven years. When he was removed as chairman, the School of Medicine had moved away from conducting external reviews. However, the Plaintiff was given a year of feedback and opportunity to improve his performance before he was removed. When he was finally removed, he was offered another administrative position as an Associate Dean, and his salary was not affected. Plaintiff knew, as all administrators in academia knew, that one's administrative position was at will. USC denied that it relied on any "secret loophole" to remove Dr. Tannen from his administrative position. Dr. Tannen was removed from his administrative position because all administrators served at will. This policy was spelt out in the University's faculty handbook and was the policy of every major university in the country.

Damages: Damage to reputation and out-of-pocket reliance expense.

Demand: Not Firm
Offer: None
Verdict: Plaintiff
Jury Poll: **12-0**

The case settled for a confidential amount after the verdict

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MAY 29, 1997 **SETTLEMENT REPORTS** *Verdict:* $2,750,000 gross,

Plaintiff Attorney:	Ian Herzog & Amy Ardell		
	(Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Experts:	Gross, Herbert	Neuropsychiatrist	Culver City
	Krueper, Harry	Traffic Engineer	San Bernardino
	Rector, Donald	School Traffic Safety	Los Angeles
Defendant Attorney:	Korman Ellis & Byron Lawler		
	(Lawler, Bonham & Walsh), Oxnard		(805) 485-8921
Experts:	Wiener, Michael A.	Neurologist	Los Angeles
	Lees-Haley, Paul	Psychometrics	Los Angeles
	Blewett, Stephen A.	Accident Reconstruction	Los Angeles
	Pringle, Weston	Traffic Engineer	Los Angeles

INSURANCE CO. Self-Insured

Trial Judge: Joe Hadden . Simi Valley 5/29/97
Trial Time: 1 Month Deliberation Time: 5 Hours Liability; 8 Hours Damages
Case: Jennifer Joyce v. Simi Valley Unified School District SV 109 658

Facts: 5/11/89: Plaintiff, a 13-year-old student, was hit by a car going 43 mph wile using a marked but uncontrolled crosswalk on a four-lane arterial street adjacent to her Junior High School. The speed limit on the street was 40 mph except when children were present, then 25 mph. The speed limit had been raised to 40 mph three months before the accident pursuant to a radar-related speed study which clocked 85% of the vehicles traveling through the crosswalk area at 49 mph. The Principal of the Junior High School encouraged children to use the uncontrolled crosswalk and enter the school grounds through a small opening fashioned in the perimeter fence rather than use a traffic light controlled crosswalk 450 feet away. The side entry relieved congestion at the front of the school. The Principal of the school was concerned about the speed of vehicles on streets adjacent to the school and about near misses between automobiles and students in the uncontrolled crosswalk. HE had complained to the City six to eight times prior to the accident that the school speed limit should be enforced. He rejected the City's advice to have the students cross at the traffic light controlled intersection because he believed that the students would climb the fence if the opening was closed and that the children could not be taught to take a safer route.

Plaintiff claimed the School District was responsible for a dangerous condition of public property by encouraging students to cross at a marked uncontrolled crosswalk when there was a safer crossing available. When the City refused to enforce the school speed limit, the School District did nothing to advise parents of the danger or to educate the students on traffic safety.

Defendant argued it had no responsibility for the adjacent crosswalk or for the children not on school grounds. The entire responsibility for the accident lay with the driver and Plaintiff and, to a lesser extent, with the City and the child's parents. The school blamed the parents for not properly supervising their daughter.

Injuries: Permanent brain injury.
Medical Costs: $437,000 past
Demand: 1,499,999 CCP 996
Offer: None
Verdict: $2,750,000 gross, $1,947,000 net; $1,750,000 economic and $1,000,000 non-economic
the jury found Plaintiff 3% negligent,
Jury Poll: 10-2 economic, 11-1 non-economic

Tri-Service

NOVEMBER 12, 1997 SETTLEMENT REPORTS The case settled for a confidential amount after the verdict

Plaintiff Attorney:	Ian Herzog & Tom Yuhas (Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Experts:	Kasher, Lawrence	Metallurgist	Culver City
	Lipscomb, Jack	Accident Reconstruction-Autopilot Defect	Huddleston, VA
	Schiff, Barry	Pilotage	Los Angeles
Defendant Attorney:	E. Lee Horton & David Bonar (Belcher, Henzie & Biegenzahn), Los Angeles		(213) 624-8293
Experts:	Morin, Charles	Metallurgist/Accident Reconstruction	Aurora, IL
	O'Shea, Robert	Metallurgist/Light Bulbs	Aurora, IL
	Haggard,William	Weather	North Carolina
	Kohlman, David	Aerodynamics/ Accident Reconstruction	Colorado Springs, CO
	Nixon, John	Autopilot Design and Function	Arlington, TX

INSURANCE CO. Self-Insured

Trial Judge: Richard Harris . Santa Monica 11/12/97
Trial Time: 6 Weeks Deliberation Time: 5 ½ days
Case: Jennifer Kaufman v. Beech Aircraft Company, a Division of Raytheon, Mitchell Industries, EDO Corporation, Century Flight Systems, and Beech Aircraft Company SC 021 277

Facts: Bifurcated on Liability
12/20/91: Decedent, the 52 year old president/CEO of Boston Department Stores, was the pilot of a twin engine 1961 Beech Baron 58P aircraft that crashed during an instrument approach to the Flagstaff, AZ airport in poor weather conditions, His aircraft hit the ground ½ mile west of the runway in a near vertical dive. The aircraft was equipped for instrument flight. Decedent was instrument qualified. The location of the aircraft wreckage and the witness information supported Plaintiff's theory that Decedent lost sight of the runway and began to execute a go around shortly before the aircraft entered a steep dive from an altitude of approximately 600 feet. The NTSB determined that an autopilot malfunction was a contributing cause of the accident.

Plaintiff claimed the accident occurred when the pilot engaged his Century 41 autopilot when he lost sight of the runway. When he did this, the autopilot pitched the aircraft into a full nose down position. The pilot's first indication of a malfunction was upon this attempt to correct what the autopilot had done. The aircraft impacted 60-80 degrees nose down. The autopilot was defective in manufacture. The defective alignment of motor brushes caused a false nose down signal to be sent to the autopilot computer. The warning lights which should have illuminated to warn the pilot that he had a failed autopilot never lit because of a design change made after FAA certification of the autopilot The change in design did not meet FAA certification requirements.

Defendant argued the accident was caused by the pilot flying into known poor weather conditions. He continued his approach below FAA minimums in violation of Federal Air Regulations. The autopilot was not engaged. The sole cause of the accident was pilot error.

Injuries: Death, male, age 52; survived by wife and four children, ages 23, 20, 12 and 6.
Loss of Earnings: $2,000,000 past, $20,000,000 future per Plaintiff; $400,000 past, less than $2,000,000 per Defendant

Demand: $4,999,000 as to all Defendants for all Plaintiffs
Offer: None before trial

Verdict: Plaintiff
Jury Poll: 9-3

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JULY 5, 1995 SETTLEMENT REPORTS *Verdict:* $550,000

Plaintiff Attorney:	Leslie K. Grossman		
	(Grossman & Mahan), Granada Hills		(818) 366-4140
Experts:	Berry, Lillie	Legal Ethics	Los Angeles
	Waxler, Andrew	Legal	Los Angeles
	Williams, Jay	Toxicologist	Santa Barbara
	Belcher, Michael	Legal	Los Angeles
Defendant Attorney:	Ian Herzog & William Vogel		
	(Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
	Michael L. Challgren		
	(Challgren & Dipolito), Santa Monica		(310) 314-5566
Experts:	Kehr, Robert	Legal Ethics	Los Angeles
	Lovell, Warren	Toxicologist	Ventura
	Schanz, William	Legal	Irvine
	Crockett, Randy	Accident Reconstruction	Yorba Linda

INSURANCE CO. Home Insurance Company

Trial Judge: Howard K. Schwab . Van Nuys 7/5/95
Trial Time: 19 days Deliberation Time: 1 ½ days
Case: Martin Jaeger v. Marathon Cartage and Bill Boyer LC 026 318
X-Compl: Marathon and Boyer v. Jaeger

Facts: 1/89: Decedent ran into the Marathons trailer and was killed while making a left hand turn. The Decedent was driving at night, on a license which restricted him from doing so. The Decedent had faulty brakes, with one head light out and under the influence of cocaine. The case was initially defended by an attorney who was hired by Marathon & Boyers insurance company's an offshore carrier. The carrier had shown signs of financial insolvency which caused the Complaint attorney to inform Marathon that he was withdrawing from the case. Boyer immediately called attorney Jaeger, who told Boyer that he would look into the case. However, the insurance company's lawyer settled the case shortly before trial for $150,000 without the consent of Cross-Complainants and with a provision that automatically entered a judgment if the settlement was not paid. Due to the insolvency of the insurance company, the settlement was never paid and a judgment was entered against Cross-Complainants. The insurance company lawyer told Jaeger that he should immediately move the court to set aside the settlement and judgment which was never done by attorney Jaeger.

Plaintiff (Jaeger) claimed the substantial legal services in the amount of approximately $20,000 had been rendered but not paid. Such legal services were reasonable and necessary.

Defendant (Marathon) argued all legal services performed by Jaeger were not reasonable, not necessary, without the clients consent and delivered in an incompetent manner.

Cross-Complainants (Marathon) claimed that Jaeger was retained prior to the settlement to look into the problems on the matter and had a broad duty to investigate such problems as well as to supervise the lawyer hired by the insurance company. A reasonably competent attorney would have known that the underlying case was defensible that no settlement should have been entered into with an automatic judgment provision, Numerous red flags were apparent that should have put Jaeger on notice that the insurance company was insolvent and did not have the ability to pay its claims. A reasonably competent attorney would have immediately moved the court to set the settlement aside on the grounds that an unauthorized settlement is voidable, Such motion was never done. Instead, over a year later, Jaeger filed a CCP 473 motion copied from another firm. This motion was inappropriate to set aside the judgment, was ineffectively argued by Jaeger's associate and was denied by the court. Their credit rating suffered and they lost a lucrative trucking account because they were saddled with the judgment against them.

Cross-Defendant (Jaeger) argued that any malpractice was solely the fault of the insurance company's lawyer and he was not at fault. He was only hired by Cross-Complainants for the limited purposes of getting the insurance company's lawyer paid, to assure payment of the settlement and to attempt to set the judgment aside pursuant to CCP 473. His conduct was within the standard of care and professed to have accomplished the goals for which he was retained.

Demand: Multiple policy limit of $500,000
Offer: $150,000 reduced to $75,000 during trial
Verdict: Complaint: $5,545.30 for legal fees
Cross-Complaint: $550,000 total; $250,000 to Marathon Cartage and $300,000 to Boyer
Jury Poll: 9-3 damages

Tri-Service

JULY 5, 1995 **SETTLEMENT REPORTS** *Verdict:* $1,177,100

Plaintiff Attorney: Ian Herzog
(Law Offices of Ian Herzog), Santa Monica (310) 458-6660
Amy Ardell
(Law Offices of Ian Herzog), Santa Monica (310) 458-6660

Experts:			
	Montgomery, Clinton	Psychiatrist	West L.A.
	Covell, David	Family Practice	Pasadena
	Dallaverson, Vickie	Psychologist/Sexual Harassment	Westwood
	Jaenicke, Carol	Psychologist	West L.A.

Defendant Attorney: Richard Burdge
(Dewey, Ballentine, et al.), Los Angeles (213) 626-3399
Lee Smalley Edmonds
(Dewey, Ballentine, et al.), Los Angeles (213) 626-3399

Experts:			
	Faerstein, Saul	Psychiatrist	Beverly Hills
	McCarthy, Robert	Employment Opportunities	Los Angeles

Trial Judge: H. Shaffer (Retired) L.A. Central 12/12/91
Trial Time: 18 days Deliberation Time: 5 days
Case: Selah Chavet v. First Interstate Bank BC 647 296

Facts: Plaintiff, 27 year-old, was hired in 11/84 to be an auditor in the commercial finance division of First Interstate Bank. After she had been there for several months, a new supervisor was hired. After his arrival, the Plaintiff was sexually harassed by the new supervisor. Plaintiff claimed that initially the Plaintiff's relationship with her supervisor appeared normal. However, as time went on, the supervisor became more interested in the Plaintiff and asked her out for dinner. She declined. When she did not respond tot he supervisor's further advances, he became overly critical regarding her work performance, At Plaintiff's annual performance review, the supervisor let her know that he was not going to give her a good performance review unless she spend more time with him. Later, when the supervisor learned that the Plaintiff had taken her boyfriend with her on an out-of-town audit, something that was not contrary to the bank's rules and rather commonplace, he went into a jealous rage. He told her that she should seek employment elsewhere. Plaintiff went to higher management and informed them of the situation. They listened, but did nothing. One of the persons to whom the Plaintiff made the report (a man who is second in command in the commercial finance division), suggested to the supervisor that he ought to date the Plaintiff. When the Plaintiff discovered this, she felt she had no choice other than to quit. Defendant denied there was any sexual harassment. There was no violations of management duties. Plaintiff blew the situation way out of proportion. The Plaintiff was exaggerating and she suffered ho harm from such "trivial" conduct of the supervisor.

Injuries: Post traumatic stress disorder requiring psychiatric care.
Medical Costs: $6,000
Demand: $339,999 CCP, raised to $1,000,000.
Offer: $75,000 raised to $325,000 before trial
Verdict: Complaint: $1,177,100 + attorney's fees; $1,000,000 punitive damages and $177,100 compensatory damages
Jury Poll: 9-3

Tri-Service

JULY 5, 1995 SETTLEMENT REPORTS *Verdict:* $7,250,000

Plaintiff Attorney:	Ian Herzog (Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
	Tom Yuhas (Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Experts:	Bodwin, Jeffery	Internal Medicine	Fullerton
	Murphy, Margaret	Nursing Needs	Los Angeles
	Syson, Steve	Accident Reconstruction	Goleta
	Saczalski, Ken	Occupant Kinematics	Laguna Beach
	Formuzis, Peter	Economist	Santa Ana
	Von Blaircom, Perry	Police Procedures	Los Angeles
	Ward, Carley	Biomechanical Engineer	Los Angeles
Defendant Attorney:	John Daly (Chase, Rotchford, Drukker & Bogust), Los Angeles		(213) 626-8711
Experts:	Huges, Raymond Oster	L.A.P.D. Driving Instructor (Retired)	Whittier

Trial Judge: Chris Conway Norwalk 6/5/91

Trial Time: 6 weeks Deliberation Time: 1 day
Case: Kara Hershley v. The County of Los Angeles SEC 55342

Facts: 8/12/85: Plaintiff, 55 year-old RN, was struck from behind by a drunk driver in Imperial Highway near Norwalk. The drunk driver was being pursued by an L.A. County Sheriff. The fleeing suspect was traveling in excess of 100 mph while the Deputy Sheriff was traveling 80 mph. As a result of the collision, the Plaintiff was rendered a C-4,5 quadriplegic. The county was sued for pursuing the suspect at an excessive rate of speed.

Plaintiff claimed the police officer was negligent in continuing the pursuit in an urban neighborhood, at speeds of 80 m.p.h.. This violated county policies.

Defendant argued the suspect was not even aware that he was being chased. The officers were immune since the chase was so short, only 17 seconds. Contended their speed was not a proximate cause of the accident. The Plaintiff contributed to her injuries since she was not wearing her seat belt.

Injuries: C-4,5 quadriplegic
Medical Costs: $2,500,000 present value (past and future).
Loss of Earnings: $600,000 present value (past and future).
Demand: Less than a million before trial, $5,000,0000 during trial.
Offer: Maybe $100,000
Verdict: $7,250,000 total; $6,500,000 to the Plaintiff Kara and $750,000 to the husband for loss for consortium.

Tri-Service

OCTOBER 24, 1994 SETTLEMENT REPORTS *Verdict:* $89,600,000

Plaintiff Attorney:	Ian Herzog & Amy Ardell (Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Experts:	Freedman, David	Psychiatrist	West Los Angeles
	Katz, Richard L.	General Practice (treating)	Beverly Hills
	Kissel, Lee	Family Practice (treating)	Redondo
	Pickersgill, Joyce	Economist	Santa Ana
	Jaenicke, Carol	Jury Consultant	Los Angeles
Defendant Attorney:	James Bryan (Arder & Hadden), Los Angeles		(213) 629-9300
Experts:	Peters, Stephanie	Psychologist	West Los Angeles
	Phillips, G. Michael	Economist	Pasadena

INSURANCE: Self-Insured

Trial Judge: Malcolm Mackey L.A. Central 10/24/94

Trial Time: 8 weeks Deliberation Time: 9 days

Case: Jeffrey Lane, David Villalpando v. Hughes Aircraft Company No. BC 075 519 c/w BC 083-55

Facts: Trifurcated Trial. 4/91: Plaintiff, Jeffrey Lane (age 36), a Black engineer, was employed by Hughes Aircraft Company Space & Communications Group (SCG) since 1977. Although he had performed above Company expectations, he was chronically underpaid and underpromoted due to the color of his skin. It was proven that the average non-Black employee was promoted in 3-5 years. It took Lane ten years to get his first promotion despite his performance at a level higher than his pay or promotion would otherwise indicate. Even after his first promotion, Lane continued to be underpaid and underpromoted. He was the highest level Black among 500-600 engineers in this division. There were no Black engineers in middle or upper management. After Jeffrey Lane expanded SCG's participation in the Space Shuttle project, he was removed and the project was given to white, higher level managers. Lane protested his removal and lack of job transition to Hughes's Human Resources. David Villalpando (age 34), his immediate supervisor, investigated Jeffrey's claim and concluded that race was the cause for Lane's lack of promotion and his discharge from the Space Shuttle project. Villalpando protested Lane's removal and supported Lane's complaint to Hughes' Human Resources. Thereafter, a series of dirty tricks were employed against both Plaintiffs in Hughes. When Villalpando refused to provide false documentation, he was denied his own promotion.

Plaintiff Lane claimed that as a result of the attacks by Hughes, he developed Epstein Barr and Chronic Fatigue Syndrome, a manifestation of which was a transference of mental and emotional stress to physical fatigue and pain. Lane became physically disabled and was unable to work at Hughes or any organization like it. This finding was conformed not only by Lane's own treating physicians but also by an independent psychiatrist who examined Lane in cross-examination that the diagnosis of inability to return to his former duties was correct. Villalpando claimed that the working conditions at Hughes were so intolerable that he was forced to quit. Although he has found other employment in Aerospace, he will never accept a management position.

Defendant argued that Lane's removal was a business decision not based on race. He was adequately compensated for his performance. Villalpando had his facts wrong and over-reacted.

Injuries: Epstein Barr and Chronic Fatigue Syndrome. Residuals: Unable to continue working.
Damages: $295,000 for Lane; $125,000 for Villalpando in past lost wages
Demand: $5,000,000 CCP 998 for Lane, $3,000,000 CCP 998 for Villalpando
Offer: None
Verdict: $89,600,000 total; for Lane: $2,600,000 in economic damage, $3,500,000 in non-economic, $40,000,000 in punitive damages; for Villalpando: $1,400,000 in economic, $2,000,000 in non-economic, and $40,000,000 in punitive damages.

Tri-Service

JANUARY 31, 1990 SETTLEMENT REPORTS *Verdict:* $2,143,162

Plaintiff Attorney: Ian Herzog
(Law Offices of Ian Herzog), Santa Monica (310) 458-6660

Tech. Expert: James Perry, C.P.A. Los Angeles

Defendant Attorney: Gregory Bergman
(Bergman & Wedner), Los Angeles

Tech. Expert: Edward Lieberman, C.P.A. Los Angeles

Trial Judge: Hon. Dion Morrow L.A. Central-Dept. 53 1/31/90
Trial Time: 30 Days
Case: Michelson v. Hamada Los Angeles No. C555 027

Facts: The Plaintiff completed a fellowship in back surgery. He then came to Los Angeles and set up an orthopedic surgery practice in Inglewood. The Defendants were associated to handle the Plaintiff's billing and collections on a fee basis. Defendants agreed to proceed and keep records in a workman like manner.

Plaintiff claimed Defendants skimmed Plaintiff's fees, made false representations of doing billings and collections. Defendants had no intention of honoring the original agreement. Defendant argued that Plaintiff's actions were barred by the three year statute on fraud and four year statute on contracts. In addition, Defendant contended that they did not skim. They kept their word and did not commit fraud.

Special Damages: Skimming of income from billings and collections over a four year period.
Demand: $1,000,000 policy limits
Offer: $100,000
Verdict: $2,143,162.57 total; $500,000 compensatory; $1,250,000 punitive; prejudgment interest $393,162.57
Jury Poll: 9-3
Editor's Note: The jury found the discovery of the breaches did not occur until a later date and was within the statute period. Thus, the filing of the lawsuits were timely. Defendant by his own conduct was estopped to assert the statute of limitations.

Tri-Service

SEPTEMBER 12, 1988 SETTLEMENT REPORTS *Verdict:* $281,000

Plaintiff Attorney:	Ian Herzog (Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Med. Experts:	Robert Pasnau,	Psychiatrist	U.C.L.A.
	Robert Wellisch,	Psychologist	U.C.L.A.
	David Gans,	Internist	Beverly Hills
	Michael Newman	Cardiologist	Beverly Hills
Defendant Attorney:	Scott Diamond (Dummit, Faber & Brown), Los Angeles		
Med. Experts:	Robert Meth	Pulmonologist	Los Angeles
	Vernon Hattori	Cardiologist	Los Angeles

Trial Judge: Hon. David Rothman Santa Monica-Dept. R 9/12/88
Trial Time: 12 Days Deliberation Time: 3 Days
Case: Goldman v. Century City Hospital Santa Monica No. WEC 82854

Facts: In March 1983, the Plaintiff age 63, was taken to Defendant's hospital for an acute asthma attack. Defendant inadvertently omitted Plaintiff's asthma medication from her I.V. Her condition worsened until she suffered severe asthmatic distress.

Plaintiff claimed negligent omittance of medication by Defendant's staff. Defendant failed to alert the treating physician as to Plaintiff's respiratory distress. Plaintiff thought she was going to die and developed post traumatic stress disorder.

Defendant argued no causation between Defendant's acts and Plaintiff's psychiatric condition, The asthma attacks were of little consequence and did no damage to Plaintiff.

Special Damages: $25,000 medical
Demand: $75,000
Offer: $25,000
Verdict: $281,000
Jury Poll: 10-2

Tri-Service

FEBRUARY 19, 1987 SETTLEMENT REPORTS *Verdict:* $181,000

Plaintiff Attorney: Ian Herzog
(Law Offices of Ian Herzog), Santa Monica (310) 458-6660

Med. Experts: Edward Lanson Emergency Room Canoga Park
Charles Ramsden Plastic Surgeon Pasadena

Defendant Attorney: David L. Kaplan
Andrew M. P. Rudnicki
(Early, Maslach, Nutt & Peterson), Los Angeles

Trial Judge: Hon. Robert L. Roberson, Jr. Los Angeles-Dept. 18 2/19/87
Trial Time: 11 Days Deliberation Time: 1 Day
Case: Bellamy v. Sawtelle (Owner) and Cohen (Settled) Los Angeles No. C-399 232

Facts: In September, 1981, the Plaintiff, age 44, was bitten by a German Shepherd dog owned by Sawtelle. Both parties lived in a duplex. The Defendant was not home on the day she was bitten.

Plaintiff claimed the Defendant's dog was a vicious animal and Defendant knew it.

Defendant argued that the Cedars-Sinai Hospital failed to properly treat the wound. A Cross-Complaint was filed but dismissed.

Injuries: Dog bite; severe scarring of shin area.
Special Damages: $8,000 medical-future plastic surgeries (4) $20,000 L.O.E. $11,000
Demand: $100,000 raised to $150,000
Offer: $75,000 by Sawtelle. Cohen settled for $75,000 during trial.
Verdict: $181,000 gross total; compensatory $51,000; non-economic loss $70,000; punitive $60,000
Jury Poll: 12-0

Plaintiff was found 1% negligent. Net to Plaintiff $179,190.

Tri-Service

APRIL 25, 1986 **SETTLEMENT REPORTS** *Verdict:* $1,154,773

Plaintiff Attorney: Ian Herzog for Plaintiff (1) and (2)
(Law Offices of Ian Herzog), Santa Monica (310) 458-6660
James A. Owen, for Plaintiff (3) Santa Monica

Med. Experts: Lawrence Dorr Orthopedist Downey

Defendant Attorney: Stanford Reichert
Hartman, Morton & Schlegel Pasadena

Trial Judge: Hon. Ronald M. George Los Angeles-Dept. 48 4/25/86
Trial Time: 11 Days Deliberation Time: 1 Day
Case: (1) Holmes (2) Preston (3) Thomas v. California Land Title Insurance Company No. C-359 353

Facts: In November 1980, the decedent, Holmes, and Preston and Thomas, were passengers in a vehicle driven by an employee of the Defendant. The car collided with another killing the driver and Holmes. Thomas and Preston were both injured.

Plaintiffs claimed the Defendant's driver was negligent and in course and scope for the company at the time of the accident.

Defendant argued the driver was not in course and scope for the company at the time of the accident; therefore, no liability.

Injuries: Holmes: Fatal, 18 year old mother leaving a 20 month old daughter
Preston: hip fractured with 4 surgeries and replacement; foot drop
Thomas: fractured ribs and concussion.
Special Damages: Holmes: funeral and burial expense; Preston: $35,454 Medical; Thomas: $5,672 Medical
Demand: $350,000 for Holmes; $675,000 for Preston; $34,950 for Thomas
Offer: $150,000 to Holmes; $250,000 to Preston; $20,000 to Thomas.
Verdict: $1,154,773 total; Holmes $436,809; Preston $711,792; Thomas $16,172
Jury Poll: 12-0

Tri-Service

1985 **SETTLEMENT REPORTS** *Verdict:* $662,274

Plaintiff Attorney:	Ian Herzog for Plaintiff (1) and (2) (Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Doctors:	Walter Gantz, Stephen Field Earl Jordon	General Practice Neurosurgeon Orthopedist	Los Angeles Los Angeles Los Angeles
Defendant Attorney:	Janice M. Gordon (King & Williams)		Los Angeles
Doctors:	Martin D. Levine	Neurologist	Encino
Expert:	Warren McElwin,	Accident Reconstruction	La Jolla

Trial Judge: Hon. Harry Mock, Jr. Los Angeles-Dept. G 1995

Trial Time: 4 Days Liability Deliberation Time: ½ Day
6 Days- damages Deliberation Time: 3 Days

Case: Gordon v. Hayes and U.Z. Manufacturing

Facts: On 10/28/78, the Plaintiff a 34 year old switch operator for G.T.E., was southbound on Grandview Avenue in Culver city. Defendant was in course and scope of U.S. Manufacturing . It was 12:15 A.M. The Defendant was eastbound on Washington Blvd. They collided at the intersection.

Plaintiff claimed the light was green when he entered the intersection. Defendant negligent for running the red light and causing the accident.

Defendant argued the Plaintiff ran the red light and was contributorily negligent.

Editor's Note: This case was originally bifurcated with a verdict for the Plaintiff on liability on 5/6/85. The case was then tried on the issue of damages.

Injuries: Spinal fusion at S 1; two laminectomies at L4 5.
Special Damages: $56,000 Medical; $107,000 L.O.E.; $1,278,000 Fut. L.O.E.
Demand: $750,000
Offer: $250,000 new money ($115,000 Policy Limits paid on behalf of driver)
Verdict: $662,274 Gross0Reduced by $115,000 policy paid and $250 sanction by court
Net to plaintiff: $547,024
Jury Poll: 11-1

Tri-Service

1983 **SETTLEMENT REPORTS** *Verdict:* $1,252,726

Plaintiff Attorney:	Ian Herzog for Plaintiff (1) and (2)		
	(Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Experts:	Charles Bonnett	Orthopedist	
	James Ryba, M.D.	Pain Management	
	Aaron Goldsmith	Engineer	
Defendant Attorney:	Donald H. Zell		
	(Kinkle, Rodiger & Spriggs		Santa Ana
	Allan Weiss		
	(Law Offices of Allan Weiss)		Long Beach
Experts:	John Clement	Engineer	
	Richard De Voe	Wheel chair and Sales & Repairs	
	Richard Rodaway	E&J Chief Engineer	

Trial Judge: Hon. James Ross . Orange County -Dept. 28
Case: De Maci v. (1) Everest & Jennings, Inc. (Manufacturer)
(2) Lewis Wheel Chair No. 32 14 46

Facts: On 7/14/79, the Plaintiff a paraplegic, was using a wheel chair manufactured by the Defendants. It suddenly collapsed and he was thrown to the ground.

Plaintiff claimed a weld defect caused the wheel chair to collapse.

Defendant argued the accident could not have happened under the circumstances described by the Plaintiff, The accident did not occur on 7/14/79. All of the Plaintiff's injuries predated this accident and not because of any fall.

Injuries: Chronic head, neck, back, and shoulder injury to a paraplegic.
Special Damages: Not to jury.
Demand: $375,000 CCP 998
Offer: None
Verdict: $1,252,726
Jury Poll: 9-3

Tri-Service

AUGUST 10, 1981 SETTLEMENT REPORTS *Verdict:* $1,252,726

Plaintiff Attorney:	Robert Brantner (Childers and Rhoads), Los Angeles Ian Herzog (Law Offices of Ian Herzog), Santa Monica		(310) 458-6660
Doctors:	Norman Whitman	General Surgeon	
	Dennis Ainbinder	Orthopedist	
	Ronald Ritz	Plastic Surgeon	
	Michael Hirsch	Orthopedist	
Experts:	Harry Krueper	Accident Reconstruction	
Defendant Attorney:	Rick Lantz (Yusim, Cassidy, Stein & Hanger), Los Angeles		

Trial Judge: Hon. Thomas C. Murphy Burbank-Dept. B
Case: Hatzer v. Richardson (consolidated with)
Franklin v. (1) Hatzer (2) Richardson No. 299 382

Facts: On 5/18/79, the Plaintiff (Hatzer), 45 year old commercial artist, was hit head on as he rounded a sharp curve. He was on his side of the road and the Defendant who had been drinking was across the centerline. Plaintiff (Franklin) a 21 year old model, was a passenger in Defendant's (Richardson) car. She was badly injured and sued Franklin and also named Hatzer as a Defendant. Defendant argued that Hatzer had been crossed the centerline and hit him. The jury found Richardson 100% negligent and the sole cause of the accident.

Injuries: (1) Fractured right femur with Schnieder rod; fx. ulna; fx. Right knee and foot. (2) Severe facial scars; fx. Of left wrist, lacerated small intestine.
Special Damages: (1) Medical $30,000 + future knee surgery, and $14,000 L.O.E. (2) Medical $10,000 + loss of modeling career.
Demand: (Hatzer) $300,000 (Franklin) $160,000 raised to $300,000 while jury was out.
Offer: (Hatzer) $140,000 (Franklin) $60,000 raised to $145,000 while jury was out.
Verdict: $907,191 total ($547,191 to Plaintiff Hatzer)
($360,000 to Plaintiff Franklin)
Jury Poll: 12-0