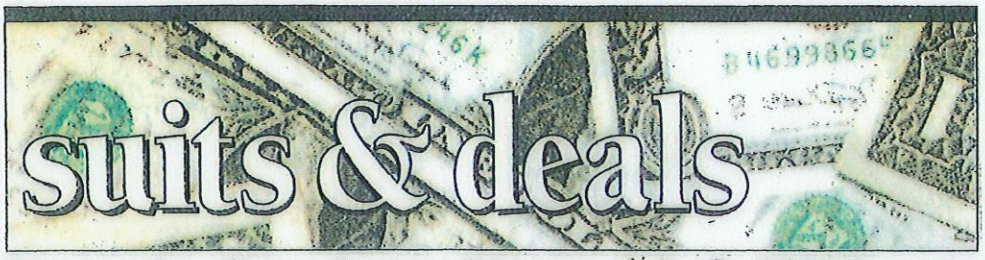

Passaic Co. Jury Gives $2.9 Million to Bus Passenger Blinded by Errant Tire

McPherson v. Shortline: A Passaic County jury last Wednesday awarded $2.9 million to a bus passenger injured when a tire came loose from a car on Route 17 in Paramus and slammed into her window.

The impact of her head with the window hurt her eyes so badly that she, Winsome McPherson, 42, is legally blind, says her lawyer, **Gregg Stone**.

Stone, of Newark's **Kirsch, Gelband & Stone**, says evidence showed that new tires had been installed on the car 69 days before the December 2000 accident. A witness for the installer testified that shop procedures guaranteed proper mounting. But Stone's evidence showed the lug nuts were not inspected for wear and the shop did not use a torque stick that would have insured a tight fit.

The jury returned a no-cause against the driver of the car, Louis Dolfinger of Fishkill, N.Y., assessed 70 percent of the liability on tire installer, Mavis Discount Tires of New York and found the bus operator, Coach Leasing Co., a subsidiary of Shortline of Mahwah, 30 percent liable.

Recalled Superior Court Judge **Burrell Ives Humphreys** presided at trial.

Mavis' lawyer, **Robert Kretzer** of Jersey City's **Lamb, Kretzer, Reinman & Roselle**, confirms the verdict and says an appeal is being considered. **Albert Buglione** of **DeYoe, Heissenbuttel & Buglione** represented Dolfinger, and **Floyd Cottrell**, who has a firm in Newark, represented the bus company.

— By Henry Gottlieb

MIS-TORQUES WERE MADE: Plaintiffs' lawyer Gregg Stone's evidence showed that tires installed 10 weeks before the accident were not adequately tightened.

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$700,000 RECOVERY INCLUDING $425,000 TO 11-YEAR OLD PASSENGER WHO IS EJECTED FROM FATHER'S VAN AND $275,000 TO TEN- YEAR-OLD BROTHER SUFFERING ABDOMINAL INJURIES INCLUDING LOSS OF SPLEEN - NON-HOST DRIVER OF PRIVATE AMBULANCE SERVICE IN NON-EMERGENCY SITUATION TRAVELS WRONG WAY ON ONE-WAY ROADWAY AND COLLIDES WITH HOST VAN - SETTLEMENT ONLY WITH AMBULANCE SERVICE WHOSE CARRIER IS IN REHABILITATION - CASE AGAINST HOST DRIVER FOR FAILURE TO REQUIRE CHILDREN TO WEAR SEAT BELTS IS PENDING.

Union County

This was an action involving two infant plaintiffs, a ten-year- old girl and her 11-year-old brother who were passengers in a van being driven by their father. The plaintiffs contended that the defendant non-host driver of a private ambulance did not have its lights and siren activated and was negligently traveling the wrong way on a one-way roadway, causing a collision with the host vehicle as it proceeded through an intersection with a green light. The plaintiff contended that as a result of the collision, the daughter was ejected from the vehicle and sustained a Salter Type 11 fracture of the right femur that necessitated an open reduction and internal fixation and which left her with a leg length discrepancy. The son, who was not ejected, sustained injuries to his abdominal area that necessitated a splenectomy. The children were not wearing their seatbelts and the plaintiffs named their father as a codefendant. The ambulance's carrier is in rehabilitation.

It was undisputed that the host driver's light was green and that as the van was passing through the intersection, it was struck by the ambulance, which was traveling the wrong way on a one-way roadway.

The plaintiff maintained that the daughter sustained a severe femur fracture that required an open reduction and pinning. The plaintiff's orthopedist related that the plaintiff daughter developed a severe infection and required two subsequent hospitalizations for debridements and a skin graft. The orthopedist maintained that the epiphysis was affected and that the infant plaintiff currently suffers an approximate two inch leg length discrepancy. The orthopedist contended that this infant plaintiff currently has an altered gait and that the discrepancy will increase as the child completes her growth. The orthopedist maintained that it is very likely that the infant plaintiff will develop future back difficulties because of the altered gait.

The infant plaintiff son contended that the abdominal injuries caused internal bleeding and that he required a splenectomy. The plaintiff contended that the infant plaintiff will permanently be at an increased risk for infection. The plaintiff also maintained that the surgery left a keloidal scar which ran from the area of the breastbone to below the navel, which is permanent in nature.

The defendant ambulance driver contended that the failure of the father to require his children to use their available seatbelts resulted in the severity of the injuries sustained. The defendant ambulance driver maintained that the infant plaintiff daughter would not have sustained the femur fracture if she had not been ejected from the van and contended that she would not have been ejected if she had been wearing the seatbelt. The defendant ambulance driver also maintained that seatbelt use would have minimized the injuries suffered by the son.

The cases against the private ambulance service and driver settled for $425,000 to the daughter and $275,000 to the son. The case against the host driver/father are pending.

REFERENCE

DaMata, et al. vs. Bonardi, et al. Docket no. L-0788-03; 7-04.

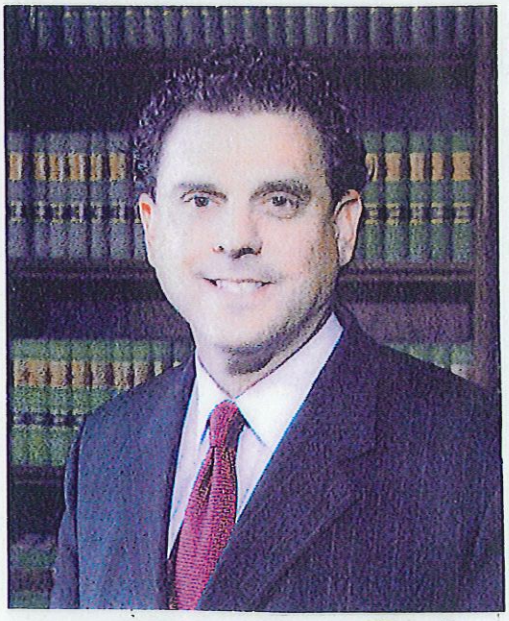
Attorney for plaintiff: Gregg Alan Stone of Kirsch Gelband and Stone in Newark.

COMMENTARY:

The carrier for the private ambulance service is in rehabilitation and this defendant also has a self-insured retention of $2,000,000 for all nationwide claims on a first come, first serve basis. Under statute, the plaintiff would, upon liquidation of the carrier, be limited to the $300,000 insurance fund guarantee and could not proceed against the assets of the ambulance service unless any verdict exceeded the amount of coverage that would have been in place if the carrier was solvent. The plaintiff obtained these settlements from the ambulance service's self-retention and it should be noted that the cases against the host driver/father, who has coverage of $100,000/$300,000 are pending. In this regard, the cases against the father are based on his failure to direct the children to wear their seatbelts. It is felt that the nature of the injuries involving the daughter who was ejected, suffering a severe femur fracture s that affected the growth plate, and the abdominal injuries of the son that necessitated a splenectomy, will permit the plaintiff to make a very strong argument that irrespective of the cause of the collision, the injuries would have been minimized if the children were wearing the belts. □

Back Injury in Work Accident Yields $2.8M Product Liability Verdict

Petersen v. Amsco Engineering Service: A Hudson County jury on April 20 awarded $2.8 million to a hospital employee who claimed that defective design of a portable X-ray machine caused her to hurt her back while moving it.



OVERMATCHED: Gregg Stone won $2.8 million for a 130-lb. technician who was injured trying to stop a 616-lb. X-ray machine from hitting a wall.

Susan Petersen, a 130-lb. technician, herniated two disks trying to stop the 616-lb. machine from hitting a wall as she rolled it down a hallway at St. Mary's Hospital in Hoboken on July 7, 1998, the plaintiffs' evidence showed.

Peterson underwent fusion surgery that left her in great pain and with decreased mobility, says her lawyer, **Gregg Stone** of Newark's **Kirsch, Gelband & Stone**. A second surgery to install a spinal cord stimulator gave some relief but Peterson, now 44, is unable to work due to her pain, says Stone.

Peterson and her husband sued manufacturer Siemens Corp. of Germany, alleging defective design for lack of a braking mechanism. They also sued Amsco Engineering Service, which was responsible for maintaining the machine, and its successor, General Electric Co., arguing that Amsco failed to repair the wheel-lock mechanism that enabled the cart to be pushed in a straight line.

Superior Court Judge **Peter Bariso** presided at the trial, which began April 4. After Petersen's direct testimony, Amsco settled for a small sum, says its lawyer, **George Kenny** of Roseland's **Connell Foley**, declining to disclose the amount.

The jury awarded $1 million for lost wages, $963,000 for past and future medical expenses, $750,000 for pain and suffering and $70,000 on the husband's per quod claim. Liability was apportioned at 60 percent ($1.66 million) to Siemens and 40 percent ($1.11 million) to Amsco.

Siemens' lawyer, **Keith VonGlahn**, of **Wilson, Elser, Moskowitz, Edelman & Dicker** in Newark, says his client is considering its options.

— By Mary P. Gallagher

$425,000 for Second-Story Fall

Reynoso v. Neves: A $425,000 settlement was reached July 17 in an Essex County suit on behalf of a boy injured in a fall from a second-story window.

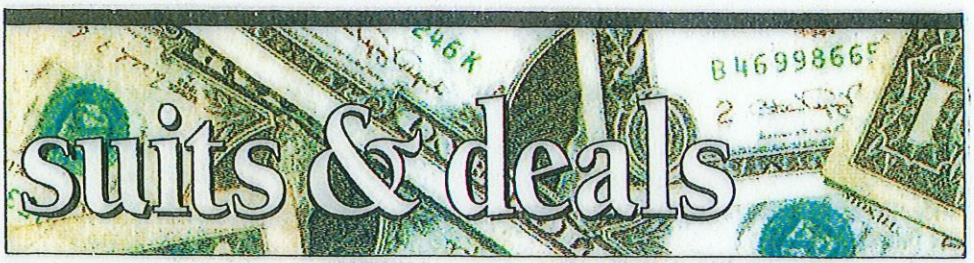
On Aug. 3, 1998, Jarod Nieves, then 22 months, leaned against a window screen and fell, leaving him with cognitive disabilities. He was in the care of tenants living above the Three Friends Tavern on McWhorter Street in Newark where his mother, Wanda Reynoso, worked, says the plaintiff's attorney, **Gregg Allan Stone** of Newark's **Kirsch, Gelband & Stone**.

Reynoso sued the building's owners, Joao Neves and the estate of Jose Pinho, claiming they failed to install window guards when they knew the tenants regularly cared for Jarod. Her suit also claimed the tavern owner Murminho Corp. was liable because it helped manage the apartments.

With Superior Court Judge **Thomas McCormack** overseeing the settlement, the building owner agreed to pay $300,000 and the bar owner $125,000.

The building owners' attorney, **George Prutting Jr.**, of **Prutting & Lombardi** in Audubon, and the tavern owner's attorney, **Thomas Verrastro**, of **Faust, Goetz, Schenker & Blee** in Livingston, did not return calls.

— By Charles Toutant



NEW JERSEY LAW JOURNAL, NOVEMBER 3, 2008

$900,000 for Auto Injuries

Sullivan v. Mazauskas: A woman who alleged a rear-end crash aggravated pre-existing neck problems settled her claims on Oct. 27 for a total of $900,000.

Jeanne Sullivan had been diagnosed in 2000 with cervical radiculitis caused by spinal stenosis, a herniated disk and right shoulder impingement syndrome. She had successful fusion in 2001 and had some pain but was able to work, says her lawyer, **Gregg Alan Stone**, of **Kirsch Gelband & Stone** in Newark.

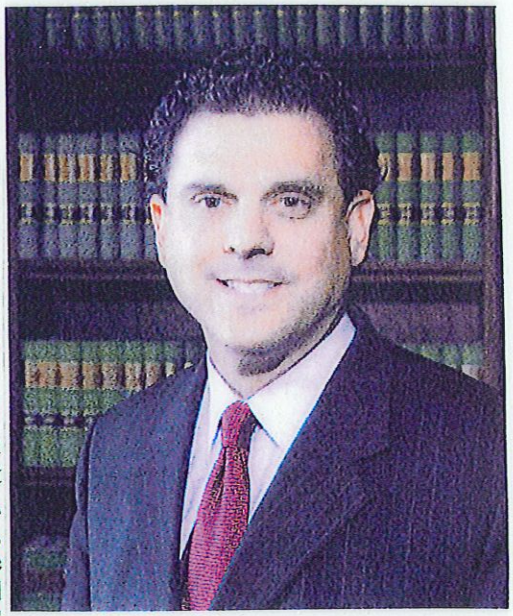
On April 18, 2002, Sullivan was hit from behind while stopped in traffic on High Street in Newton. The accident caused complex regional pain syndrome, marked by substantially increased pain, swelling, tingling and numbness. She has been treated with injections and had a pump implanted to provide a continual dose of painkiller. Now 42, she is permanently disabled, Stone says.

Sullivan sued the other car's driver, John Mazauskas of Newton, in Sussex County Superior Court and in 2005, settled with his carrier, High Point Insurance, for the $100,000 policy limit.

That left a claim against her $1 million underinsured motorist coverage with State Farm Insurance Co. Stone says he agreed to dismiss the claim without prejudice to work out a deal with State Farm, which agreed to pay $800,000.

State Farm's lawyer, **Alan Lebowitz** of **Maloof Lebowitz Connahan & Oleske** in Chatham, confirms the settlement, as does Mazauskas' lawyer, **John Madden**, who heads a firm in Summit.

— By Mary Pat Gallagher



The Star-Ledger

THE STAR-LEDGER, Wednesday, December 20, 1995

$800,000 settles suit after saw cut off arm

By WILLIAM KLEINKNECHT

A 61-year-old Polish immigrant whose right arm was severed while he operated a saw at a Newark factory has accepted an $800,000 settlement from the factory's owner and the manufacturer of the machine.

Edmund Chalupa of Kearny lost his arm on Jan. 21, 1993, as he operated a cold-saw machine at C&S Industries, a firm on Evergreen Avenue that manufactures wire display racks for stores.

Chalupa was cutting a small rod when the teeth of the rotating blade caught the threads of his shirt and pulled his arm into the blade, severing it just above the elbow.

He was rushed to University Hospital in Newark, where doctors were unable to reattach the arm. He has since been fitted with a prosthetic arm, but rarely wears it because it is too heavy, said Gregg Alan Stone, his attorney.

The victim filed suit in Superior Court in Newark against BEWO-U.S.A. and Scotchman Industries, the South Dakota companies that manufactured and distributed the saw.

He also sued Bon-Art International, the parent company of C&S Industries.

Stone said the saw had been manufactured with the power switch on the rear, where Chalupa was unable to reach it during the several seconds when his arm was being drawn toward the blade.

The saw's design violated recognized safety standards by not having an emergency cut-off switch elsewhere on the machine, Stone said.

"He should have simply been able to turn it off by pushing an emergency button with his palm," Stone said.

Bon-Art was included in the suit, Stone said, because C&S supervisors had removed a protective guard from the saw so employees could see better while cutting.

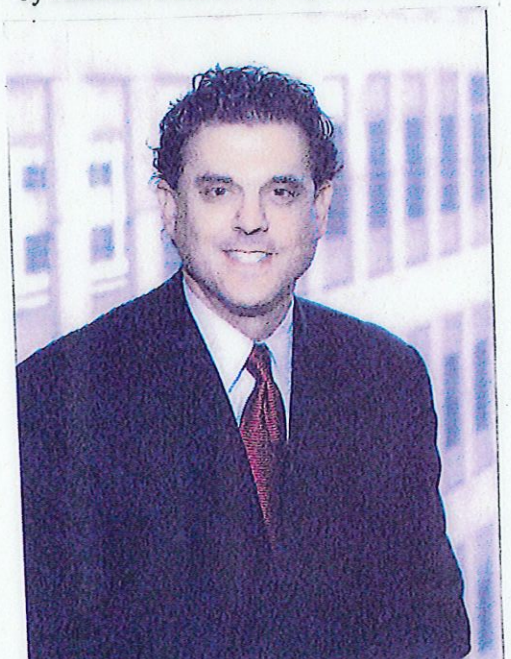
The settlement, reached Monday night before Superior Court Judge Carol Ferentz in Newark, calls for lump-sum payments of $400,000 from Bon-Art and $400,000 from BEWO-U.S.A. and Scotchman Industries.

Chalupa, who immigrated to this country in the 1970s and speaks little English, returned to work at C&S Industries after the accident. He has two sons, one grown and one 8 years old.

$800,000 for Motorcycle Injuries

Marcketta v. Goncalves: A Maplewood man will receive $800,000 for back injuries he suffered when his motorcycle was hit from behind by a car.

Steven Marcketta, now 40, was struck on Sept. 23, 2003, by a car driven by Antonio Goncalves, says Marcketta's



attorney, **Gregg Alan Stone**.

High Point Insurance Co., which insured Goncalves through an agreement with Prudential Financial Co., paid the $250,000 policy, but Marcketta sued Goncalves for additional damages because of the nature of his injuries, says Stone, of Newark's **Kirsch, Gelband & Stone**. An Essex County Superior Court jury later awarded Marcketta $987,000, leaving Goncalves owing $737,000, plus interest to be determined.

Goncalves then filed an errors and omissions claim against Prudential, High Point and Prudential agents Alidio Pedro and Lewis Fermino, claiming that several weeks before the accident, he asked Pedro for an excess coverage policy and when Pedro told him he did not need one, he asked Fermino, who promised to get it. Goncalves's suit said Fermino never obtained it.

Pedro and Fermino denied that Goncalves inquired about excess coverage, says Goncalves's attorney, **Terry Shapiro** of Newark's **Shapiro and Berezin**.

On April 15, after a settlement conference before Essex County Superior Court Judge **Dennis Carey**, High Point agreed to pay $500,000 and Goncalves agreed to pay another $50,000 to settle the judgment. Stone says Marcketta agreed to drop the demand for the $737,000 plus interest.

High Point's attorney, **Scott Reynolds** of Morristown's **Riker, Danzig, Scherer, Hyland & Perretti**, and Pedro's attorney, **Francis Maneri** of Philadelphia's **Dilworth Paxson**, confirm the amount of the award. Fermino's attorney, **Brian Thorn** of **White Fleischner & Fino** in Holmdel, could not be reached for comment.

— By Michael Booth

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$480,000 RECOVERY – PREMISES LIABILITY – BROKEN-UP CONCRETE CURB ON CONCRETE TRASH DUMPSTER PAD AT GARDEN APARTMENT COMPLEX ALLEGEDLY CAUSES FALL – PATIENT SUFFERS LEFT ANKLE FRACTURE THAT IS CASTED – 52-YEAR-OLD FEMALE SUFFERS FATAL PULMONARY EMBOLISM TEN DAYS LATER – UNWITNESSED ACCIDENT – AMBULANCE RECORD MAKES NO MENTION OF CAUSE OF FALL – EXCITED UTTERANCE AND PRESENT SENSE IMPRESSION EXCEPTIONS TO HEARSAY RULE.

Middlesex County

The plaintiff contended that the defendant trash removal service created a dangerous condition by damaging a portion of the curbing at the edge of the concrete pad on which the dumpster was situated. The plaintiff further contended that the defendant landlord negligently failed to correct the broken up concrete for approximately one year. The plaintiff contended that the broken curbing caused the 52-year-old resident to fall as she was removing her trash, sufferring a fractured ankle. The ankle was casted and ten days later, the patient suffered a pulmonary embolism that was related to deep-veined thrombophlebitis that was caused by the injury. The accident was not witnessed, the ambulance records did not contain any statement regarding the cause of the fall and the defendants denied that the plaintiff established that the fall was related to the condition of the concrete pad.

The decedent's son would have testified that the curbing had been broken up for approximately one year and the plaintiff would have argued that the defendant landlord, who had a non-delegable duty to provide safe premises, negligently failed to repair it. The plaintiff would have also contended that the defendant trash service negligently created the condition when failing to be sufficiently careful while servicing the dumpster several times each week.

The case against the landlord settled some months before trial for $400,000. The plaintiff would have adopted the opinion of this expert that the absence of any damage to a curb in areas of the apartment complex that did not contain dumpsters reflected that the damage was probably caused by the trash removal service when they were removing the garbage. This expert had also determined that the area of the curb that was damaged lined-up with the rails of the dumpster and the plaintiff would have also contended that this evidence supported the plaintiff's position that the defendant trash service caused the damage to the curb.

The plaintiff's son would have testified that shortly after the accident occurred, a neighbor knocked on the son's door and advised him that his mother had apparently had an accident and was in great pain near the dumpster. The son rushed to his mother's side. The son related that while his mother was in great pain, she gestured toward the defect in the curb and indicated that she fell over the defect. The plaintiff contended that although hearsay, this testimony should be admitted under the exited utterance and present sense impression exceptions to the hearsay rule. The plaintiff maintained that in view of the fact that the mother's statement was made very shortly after the accident occurred, and while she was in very severe pain, the statement was inherently reliable and should be admitted.

The autopsy reflected that the cause of the death was a pulmonary embolism that was associated with the ankle fracture and it would have been undisputed that the fall and ankle fracture led to the death.

The decedent left a husband and three adult children, including two sons who lived at home and a daughter who resided approximately one hour away. The plaintiff would have contended that the loss of intangibles such as guidance and advice under Green vs. Bitner was very significant.

The case against the landlord settled in November 2005 for $400,000 and the case against the trash removal service settled for $80,000 during jury selection.

REFERENCE

Whyte vs. Hillside Estates, et al. Docket no. L-6620-04; Judge Arthur Bergman, 3-06.

Attorney for plaintiff: Gregg Alan of Stone of Kirsch Gelband & Stone in Newark, NJ.

COMMENTARY:

The incident was not witnessed, there was no indication in the ambulance records as to any statements regarding the cause of the fall, and the defendants would have argued that the plaintiff could not establish that the decedent had, in fact, fallen because of the broken up concrete pad. However, the decedent's son was summoned to the scene a short time after the accident by a neighbor who, although did not observe the fall, saw the decedent in great pain lying next to the curb. The plaintiff would have argued that the decedent's indications to her son that she fell on the broken up concrete pad should be admissible under the excited utterance and present sense impression exceptions to the hearsay rule. In this regard, the plaintiff would have stressed that the decedent's statements, made very close in time to the incident and while she was suffering severe pain, were inherently reliable. □

suits & deals

$400,000 for Fatality on Scooter

Estate of Andy Alexis Pino v. Ha Cheng Fa Enterprise Co. Ltd.: The family of a boy killed by a car while on his mini-scooter reached a $400,000 settlement with the scooter's maker and the car's driver on Oct. 9.

The accident occurred in Elizabeth on Sept. 21, 2000, six days after Andy Pino's father gave him a nonmotorized South Beach Mini-Scooter for his sixth birthday. He was struck as he crossed a street and later died of brain injuries.

The plaintiffs' central claim was that the manufacturer failed to warn users that a helmet should be worn. The scooter's packaging lacked a warning on helmet use and promotional literature showed a boy doing airborne tricks wearing nothing on his head but a bandana.

The plaintiffs were prepared to bring an expert witness to testify that the boy could have survived had he been wearing protective headgear, says the Pino family's lawyer, **Gregg Alan Stone** of **Kirsch, Gelband & Stone** in Newark.

Stone says that the insurer for the car's driver, New Jersey Cure in Princeton, settled the matter for the full extent of the $100,000 policy without using a lawyer.

The manufacturer, Ha Cheng Fa Enterprises of Taiwan, settled for $300,000. "Our client denied liability for the incident but recognized that it would have been an emotionally difficult case to try," says its lawyer, partner **Michael Palma** of **Nowell, Amoroso, Klein & Bierman** in Hackensack. The liability carrier is AIG Insurance of New York.

Other parties named in the suit were later let out. Hasmukh Patel, doing business as Seven-11 in Elizabeth, which sold the scooter, was represented by partner **Robert Kaplan** of Westmont's **Margolis Edelstein**. Mountain View Marketing, which marketed the scooter, was represented by **Neil Sambursky** of **Miranda & Sokoloff** in Mineola, N.Y. Genel Management, which operated Shoppers World of Elizabeth, which sold the scooter to Seven-11, was represented by **Donald Nichols** of **Goetz, Nichols, Hereforth & Conchar** in Livingston. United Imports of New York, which imported the scooter to Shoppers World, was represented by Livingston solo practitioner **Hanbin Wang**.

Kaplan, Sambursky and Nichols did not return calls by press time, and Wang could not be reached.

— By Jim Edwards

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$4,691,000 VERDICT - NEGLIGENT MAINTENANCE IN HOUSING AUTHORITY PARKING LOT - INADEQUATE LIGHTING IN AREA IN WHICH PARKING BUMPERS ENCROACHED INTO NARROW PASSAGEWAY THROUGH PARKING LOT - FALL DOWN - CRUSH INJURIES TO THROAT - SUBSEQUENT ANOXIA AND PROFOUND BRAIN DAMAGE.

Essex County

This was an action in which the 67-year-old female plaintiff, a tenant at the defendant housing authority, contended that the defendant acted in a palpably unreasonable manner in failing to provide adequate lighting in the parking lot, which the plaintiff maintained was particularly necessary because individuals were required to walk through a narrow area to avoid parking bumpers when reaching a small opening in a guardrail that ran next to the lot. The plaintiff contended that as a result, she inadvertently tripped over a parking bumper which encroached into the narrow area and fell forward at night, striking her throat on a curb that was approximately four feet in front of the bumper. The plaintiff contended that she sustained crush fractures to her trachea and esophagus, that she almost died because of the resulting anoxic insult and that after surgery and approximately four weeks of severe discomfort, she developed a mucus plug that caused severe hypoxia and resulting profound brain damage.

The evidence disclosed that cars would park perpendicularly to the guardrail and that next to the opening in the guardrail, two three foot bumpers had been placed side by side. The parking lot had been reconstructed in 1987. The plaintiff had contended that although a sole six foot bumper would normally be used per space, each of the two three foot bumpers in the spaces were separated from each other, rather than situated directly next to each other or "kissing." The plaintiff contended that as a result of this configuration, the bumpers extended farther than would otherwise be the case, leaving only an 8 3/4 inch area through which an individual could walk by the area without contacting one of the bumpers.

The plaintiff had named the designer of the parking lot, who was on site during the construction, and the actual contractor as defendants, and this aspect settled on the eve of jury selection with the designer paying $1.2 million and the contractor $300,000. The plaintiff had also contended that although the original design provided that the bumpers would "kiss" each other or be placed directly next to each other, the designated representative of the Housing Authority had changed the design by separating the car stops, leaving only the 8 3/4" space. The plaintiff argued that this individual had no authority to make this type of major change in the plans. In discovery, the housing authority's engineer had defended this design and there was no evidence presented by the non-settling defendant Housing Authority against the co-defendants and the plaintiff abandoned any design theory against the non-settling defendant prior to trial.

The plaintiff, who presented no liability expert at trial, argued that in view of the very narrow confines through which an individual would be required to walk when cars were parked, adequate lighting was particularly essential. The defendant argued that the lighting was adequate and further maintained that the plaintiff, who had lived in this building for many years, was aware of the design and should have walked more carefully The plaintiff argued that the lights that were closest to the area were not directed to it and argued that because of the tripping hazard, this area needed direct lighting more than any other area of the lot. The plaintiff also contended that the a flood light situated some 40 feet away, which was directed towards the area, had not been functioning for sometime. The plaintiff also contended that in view of the inadequate lighting and the narrow confines, the fact that she tripped did not reflect comparative negligence on her part.

The evidence reflected that prior to the incident, the elderly plaintiff had been considered mildly retarded and the sister was the guardian of the plaintiff who had never married. The plaintiff contended that the incident occurred when she was returning home with family members after attending a relative's wake. The evidence disclosed that the family members carried the plaintiff upstairs and that over the course of the next 15 minute period, the plaintiff's voice became raspy and that she commenced spitting up blood. The plaintiff's throat surgeon related that the plaintiff was rushed to the hospital and that it was determined that the windpipe had actually become severed. The physician related that initially, he was required to retrieve the ends of the windpipe with a fishhook type device and that this initial aspect of the surgery could not be performed with a general anesthetic because of the very fact that the windpipe had separated, necessitating that this aspect be performed with a local only. The plaintiff contended that undergoing such a procedure while conscious was extremely harrowing.

The plaintiff contended that although the structures were then repaired under a general anesthetic, she was in extreme pain and discomfort over the ensuing four week period and the plaintiff's contended that the hospital records supported this position. The plaintiff further contended that notwithstanding proper care, a mucus plug developed at the end of this period. The plaintiff contended that this plug was not discovered for several minutes and that as a result, she suffered a severe deprivation of oxygen. The plaintiff's expert neurologist contended that during this several minute period until the plaintiff fell into unconsciousness, it was likely that she experienced feelings of severe panic, and helplessness because of the inability to breathe and the plaintiff maintained that the pain and suffering was extensive. The plaintiff has fallen into a coma and has primitive reflexes only.

The plaintiff also contended that the loss of enjoyment of life, or so-called Hedonic damages, were particularly extensive. The plaintiff maintained that the plaintiff, who had never married, was extremely close to her siblings and their children and actually lived with her sister. The plaintiff maintained that the decedent had derived great joy from her relatives. The plaintiff presented several family members who maintained that the plaintiff would often play with the children and was very close to the family. The plaintiff contended that in view of her personal history of some mental limitations and the fact that the plaintiff had never married, the joys of being with her family were particularly important to her. The plaintiff contended that with proper care, she will probably live out her 11 year actuarial life expectancy. The plaintiff introduced $188,000 per year in stipulated medical costs.

The jury found the defendant housing authority 100% liable and awarded $4,691,000 including $835,0000 for past medical expenses, $2,256,000 for future medical expenses, and $1,600,000 for pain and suffering and loss of enjoyment of life.

REFERENCE

Plaintiff's neurologist: Monte Pelmar from Belmar. Plaintiff's throat surgeon: S. Barides from Newark.

Edwards vs. Newark Housing Authority, et al. Docket no. L-7584- 91; Judge Julio Fuentes, 12-7-94.

Attorney for plaintiff: Gregg Alan Stone; Attorney for defendant Housing Authority: Donald Mantel.

COMMENTARY:

The plaintiff in this case involving alleged inadequate maintenance of the lights by the public entity, argued that in view of the configuration of the lot in which the parking bumpers encroached into the narrow area

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$1.59M for Fatal Accident

Barbosa v. Contreras: Two auto insurers and a go-go bar paid $1.59 million to settle claims from a drunken-driving accident that killed three people and injured two.

On Aug. 21, 2005, Luis Contreras of Newark drove at high speed the wrong way down a one-way street in Newark. He collided head on with a jeep driven by Antonio Dantas, who was injured. A front-seat passenger also was injured, and three passengers died when they were ejected from the back seat.

A police investigation showed that Contreras had been drinking at The Day After Go-Go Bar and had a blood-alcohol reading of .17 percent, twice the legal limit. He also had no car insurance. He was sentenced to 15 years in prison.

The passenger and the estates claimed that Dantas failed to make reasonable observations as he approached the accident intersection, Niagara and Marne streets, and take evasive action to avoid the accident, says one of the plaintiffs' lawyers, **Gregg Alan Stone** of **Kirsch, Gelband & Stone** in Newark.

Stone, who represented passenger Cleidineia Viera-Barbosa and the estate of Ana Marie Viera-Barbosa, says that under a settlement on Aug. 17, the day before an Essex County trial date, the bar paid $970,000 and Dantas' carrier, Proformance Insurance Co., paid $300,000 in direct coverage and $270,000 in uninsured motorist benefits. AIG, the carrier for the estate of passenger Manuel Silva, paid $50,000 in UIM coverage, Stone says.

The other plaintiffs' lawyers were **Anthony Mazza** of **Bendit Weinstock** in West Orange, for Silva's estate; **Brian Schwartz** of **Queller, Fisher, Washor, Fuchs & Kool** in New York, for passenger Miriam Bezerra's estate; and **Richard Villanova** of **Blume, Goldfaden, Berkowitz, Donnelly, Fried & Forte** in Chatham, for Dantas as a plaintiff.

Paul Kovner of **Rubin, Fiorella & Friedman** in New York, who represented the bar, and **John Madden** of Summit, who represented Dantas as a defendant, did not return a call.

Stone says the bar's disk jockey would have testified that he saw Contreras drinking extensively. He says the bar and Dantas contributed the limits of their coverage minus defense costs.

America's largest Portuguese-American Newspaper
LusoAMERICANO

Accident Involving Cablevision Van Nets Pedestrians $1.95 Million

Two pedestrians off-loading material and equipment from the back of their pick-up truck were seriously injured back on November 7, 2000 when they were struck by a Cablevision of Riverview van which ran a red light on New York Avenue at 45th Street in Union City.

The two pedestrians, William Rios, of West New York, and Jose Mendez, of Guttenberg, settled their cases against Cablevision of Riverview on Friday, January 3, 2003, for a total of $1.95 million.

Gregg Alan Stone, of the Newark law firm Kirsch, Gelband & Stone, represented the injured pedestrians. The case settled on January 3, 2003, in Hudson County before Judge Mark J. Nelson. Mr. Rios, age 48, will receive $1.5 million and Mr. Mendez, age 42, will receive $450,000.

Also named in the lawsuit was Jose Lopez, the 21-year-old driver of the Cablevision Van.

NEW JERSEY LAW JOURNAL, NOVEMBER 23, 2009

$500,000 for Automobile Injuries

Kennedy v. Blake: A Morristown man who suffered a broken hip in a head-on crash agreed to a $500,000 settlement of his Morris County suit on Oct. 27.

Jerome Kennedy, now 51, claimed he was driving west on Route 24 in Mendham on Oct. 21, 2006, when a vehicle that was headed east turned left onto Cherry Lane into the path of his pickup truck. The other driver, Harold Blake, now 81, of Brookside, claimed he did not see Kennedy's vehicle due to sun glare.

Kennedy suffered a fractured left hip, requiring surgery and internal fixation. He returned to his job as a groundskeeper but has progressive arthrosis of the left hip, will require a replacement of the joint, and suffers from substantial pain and limited motion in that hip, says his lawyer, **Gregg Stone** of **Kirsch, Gelband & Stone** in Newark.

Stone says Morris County Superior Court Judge **Robert Brennan** helped bring the parties to settlement.

Blake's carrier, Liberty Mutual Insurance Co., retained **Martha Lynes** of **Baumann & Lynes** in Fairfield, who did not return a reporter's call.

— By Charles Toutant

suits & deals

NEW JERSEY LAW JOURNAL

$950,000 for Auto Injuries

Crespo v. Cedeno: A Dover couple injured when their car was rear-ended by a tractor-trailer settled their Morris County suit for $950,000 on Feb. 6.

Francisco Crespo and his wife, Anatilde, were slowed down by traffic on Route 10 in Denville on Jan. 31, 2005, when their car was hit in the back by the truck, owned by Preussag North

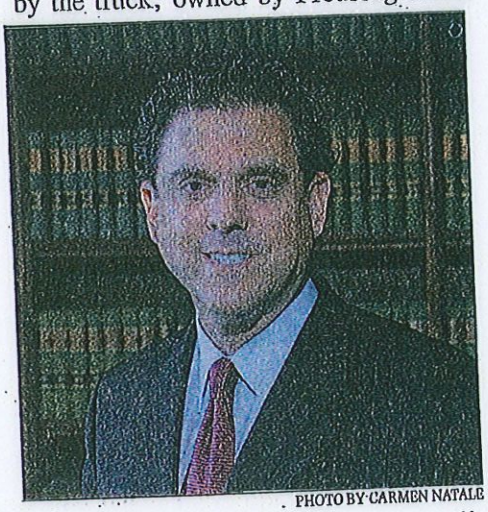


PHOTO BY CARMEN NATALE

GREGG ALAN STONE

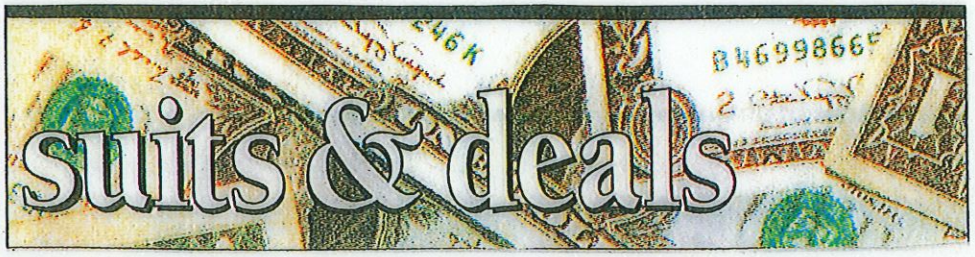
America of Atlanta.

Francisco, now 65, suffered a herniated disc at L4-5, and underwent a two-level lumbar fusion with surgically implanted instruments and removal of the L4-5 and L5-S1 discs. He was unable to return to his job as a school custodian. Anatilde, now 61, suffered soft-tissue injury to her neck and back as well as a torn rotator cuff. She missed two months from her job as a school bus driver.

The Crespos sued Preussag, truck driver Raul Cedeno and Cedeno's employer, Infra Metals of Wallingford, Conn. The defendants agreed to pay the plaintiffs a $950,000 global settlement from an AIG insurance policy, says the plaintiffs' lawyer, **Gregg Stone** of **Kirsch, Gelband & Stone** in Newark.

The settlement was reached in mediation with former Superior Court Judge **Carol Ferentz**, of counsel with **Grieco, Oates & DeFilippo** in West Orange. Defense lawyer **Anthony Grossi** of **Stevens & Schwab** in Secaucus declines to comment.

— By Charles Toutant



NEW JERSEY LAW JOURNAL, NOVEMBER 3, 2008

$300,000 for Auto Accident Injuries

Vigilance v. Tango: An Essex County jury awarded $700,000 on Sept. 9 to an Elizabeth woman for car-crash injuries, but she will receive only $300,000 due to her limited insurance coverage.

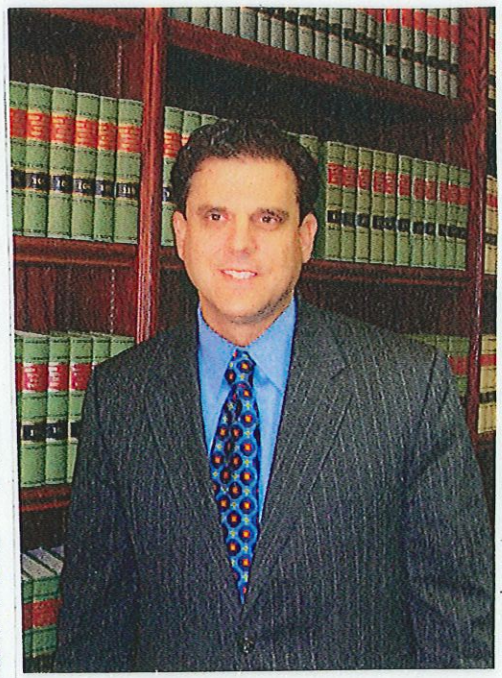
Nolita Vigilance, now 46, was exiting the Garden State Parkway in Cranford on Jan. 27, 2005, when she was hit from behind by Michael Tango, 58, of Fanwood, says her attorney, **Gregg Alan Stone** of **Kirsch, Gelband & Stone** in Newark.

The accident exacerbated her degenerative disk disease and spine problems and caused nerve damage and herniated disks, says Stone. She now walks with a cane and has limited mobility, he says.

Tango's attorney, **Edward McHugh** of **David E. Rehe & Associates** in Summit, argued that the pre-existing condition caused the injuries, says Stone. The jury found that Tango caused the accident but he settled midtrial for $50,000, the limit of his policy with State Farm in Parsippany.

Vigilance's carrier, Parkway Insurance in Princeton, paid $250,000 of the $300,000 policy. Its attorney, **Thomas Wester of McDermott & McGee** in Millburn, confirms the verdict. McHugh didn't return a call. Superior Court Judge **Theodore Winard** presided at trial.

— By Maria Vogel-Short



suits & deals

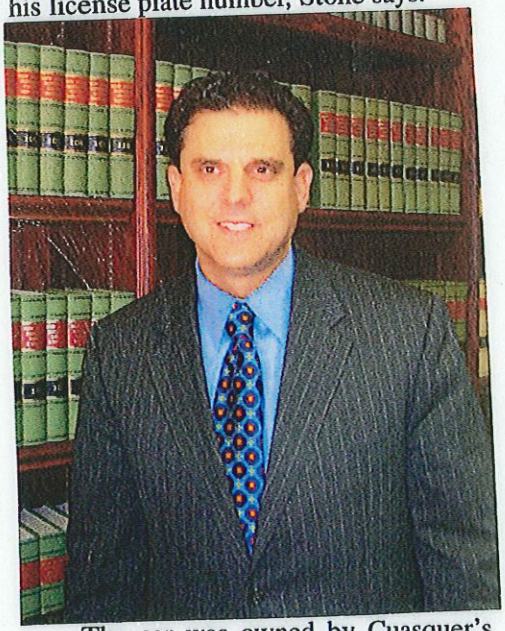
$1.15M for Motorcycle Accident

Alston v. Cuasquer: A motorcycle police officer accepted $1.15 million on Jan. 16 to settle his Middlesex County suit over injuries he suffered while trying to avoid a car that cut him off.

Jerry Alston, an off-duty Irvington policeman, was riding in the left lane of I-287 in Edison on Sept. 11, 2004, when the car moved from the center lane to the left lane in front him and then swerved back. Moving to avoid the car, Alston lost control and fell from his motorcycle.

Alston, then 38, fractured two vertebrae, had to wear a halo device for three months and was out of work for a year, says his lawyer, **Gregg Stone**, of Newark's **Kirsch, Gelband & Stone**.

The car's driver, Jorge Cuasquer of Piscataway, did not realize he had caused the accident and left the scene, but a motorist followed him and gave police his license plate number, Stone says.



The car was owned by Cuasquer's sister-in-law, whose insurer, First Trenton Indemnity Co., will pay its policy limit of $100,000. Cuasquer's excess carrier, Highpoint Insurance Co., will pay $1.05 million, Stone says.

The carriers retained **Marc Caswell**, of the Parsippany office of **Eugene Tazzetto**, to represent Cuasquer. Caswell did not return a reporter's call.

— By Michael Booth

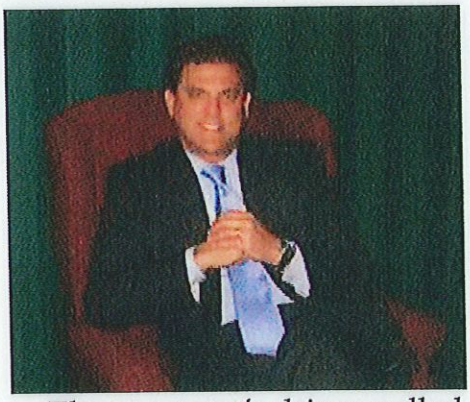
THE STAR-LEDGER

THURSDAY, MARCH 2, 2006

Crash victim's family awarded $1.2 million

NEWARK: The family of a city motorist whose leg had to be amputated after a 2001 car accident will receive $1.2 million from insurance carriers for the company whose driver was responsible for the crash, a lawyer said yesterday.

The family of Hector Maldonado, who has since died for reasons unrelated to the accident, will be paid under a settlement with the Newark company, automatic Electro Plating Corp., whose driver caused the March 13, 2001, accident at Frelinghuysen Avenue and Noble Street, said Gregg Alan Stone, the plaintiff's attorney.



The company's driver pulled a "box truck" onto Fredlinghuysen in front of Maldonado's car, Stone said. Maldonado, then 51, was left with fractures in both legs, his jaw and his right eye socket, the lawyer said. His leg was amputated below the knee, Stone said, because of a post-surgical infection.

Maldonado, a diabetic who was in poor health prior to the accident, was not married but left four adult children. The suit, which had been filed in Superior Court in Newark, was settled Feb. 23, Stone said.