

**MINUTES OF THE MEETING OF THE
LITIGATION SETTLEMENT COMMITTEE
Wednesday, March 11, 2009**

Committee Members Present: Mr. Lawrence Rusconi, Chairman; Mr. Robert Smuts, Chief Administrative Officer; Alderman Jorge Perez; Alderman Allan Brison; Mr. Mark Pietrosimone, Controller and Edward Piazza, Esq.

Corporation Counsel Staff Present: Victor Bolden, Acting Corporation Counsel; Audrey Kramer, Assistant Corporation Counsel; Roderick Williams, Assistant Corporation Counsel; and Nancy Pepe, Legal Assistant II.

Workers' Compensation

Division Representative: Mr. Daniel Roche

Meeting Started: 5:30 p.m.

Meeting Ended: 5:54 p.m.

Mr. Rusconi called the meeting to order at 5:30 p.m.

Alderman Perez moved approval of the minutes of the February 25, 2009 meeting. Mr. Piazza seconded the motion. The motion passed.

Mr. Piazza moved approval of Office No. L06-0349. Mr. Smuts seconded the motion.

Office No. L06-0349 – Jeanette Thompson v. City of New Haven – Mr. Pietrosimone stated that the City was involved in a similar case involving a cement slap of granite on a sidewalk and the City was able to prove that the slap in that case was less than the limit for liability and thought that the difference in the concrete slap in that previous case is close to the 1 and 1/4" raised slab in this case. He asked if there is a set amount for difference in slaps, etc. with regards to liability. Mr. Piazza stated that there is no real standard for sidewalks. Attorney Kramer stated that in that previous case, the Judge assigned to that case felt the City was not liable. However, it is a case by case analysis, its all fact specific; with each Judge there is a risk. Mr. Rusconi asked who sets the range of the amount of settlement. Attorney Bolden stated that this figure is agreed to by both parties. Mr. Pietrosimone asked if the height of a curb matters or if it only matters what the presiding Judge feels. Mr. Piazza stated that this is a sidewalk defect not a curb issue. There may be some height standards with curbs. Alderman Perez stated that it has to be proved that the City knew about the defect. Attorney Bolden explained that the alleged defect has to be the sole cause of the plaintiff's injuries. The issue here is that this case will be going to a Jury and the City's exposure has been capped at \$50,000. If this case goes to trial, the medical expenses and pain and suffering will be presented. Alderman Brison asked how binding arbitration will work in this case. Attorney Bolden explained that the City will make a case and

whatever the Arbitrator decides is going to be binding on both sides. This Committee is giving its approval for the cap of \$50,000.00, however the City will try to make that figure as low as possible. Mr. Rusconi asked if all of the medical expenses were reviewed to be sure that they are related to this specific claim. Attorney Williams stated that he did check this. He explained that this person did have surgery and therapy that is tied to this specific claim. Mr. Pietrosimone stated that there is a company that checks to see that the expenses being charged fall within a reasonable amount for this type of injury. Attorney Williams stated he is not aware of that. Mr. Roach stated that is done only for worker's compensation cases. Alderman Perez stated that perhaps this is something that should be done on bigger cases. Mr. Piazza stated that you can't regulate the amounts that are charged by medical physicians in these types of cases. The plaintiff has the burden of proving not only the liability but that the injuries suffered and the bills incurred are connected to the injury.

The motion to approve the recommendation passed unanimously.

Alderman Perez moved approval of Office No. L07-0015 – Mr. Smuts seconded the motion.

Office No. L07-0015 – Robert Criscuolo v. Hugo Soares – Alderman Perez asked why the City would want to go into Arbitration with this case, as it appears that the City's employee is totally innocent. Attorney Kramer explained that the City has paid \$17,000. Alderman Perez stated that under this agreement the City is not going to get that amount. Attorney Kramer explained that the City might get it back. The City could get \$16,000 and doubts that it will only get back \$5,000.00. The defendant's insurance company is saying that they agree that their insured was at fault but is not clear about the medicals. They want to be able to say the meds are excessive. Mr. Roche stated that the amount paid in meds is only \$3,000.00. However, the treating doctor has stated this patient is a surgical candidate and the City has paid a permanent partial disability award on this claim. Alderman Perez asked if there is a question on the medicals, what difference does it make if the City goes to Trial or Arbitration? Mr. Piazza stated that either the defendant or plaintiff decided on this, the City is just in it. Mr. Roche stated that the Defendants were interested in Arbitration and the Plaintiff is comfortable with this. Alderman Perez asked if the City is going to be any worse off. Mr. Roche stated no. There is a risk with both arbitration and a jury trial; however, this controls the risk. Mr. Smuts asked if the City is paying for the cost of the Arbitration. Attorney Kramer stated no. Mr. Smuts asked if this person has any other future medical expenses that would be the responsibility of the City. Mr. Roche stated that depends on the amount of the settlement. If he gets \$75,000 and the City get paid back the \$17,000.00 he is going to get about \$25,000 and the City would have a credit toward future benefits. Mr. Rusconi asked how old this individual is. Mr. Roche stated that this individual is 40 years old.

The motion to approve the recommendation passed unanimously.

Mr. Smuts moved approval of Office No. L08-0195 - Mr. Piazza seconded the motion.

Office No. L08-0195 – Waleska Bermudez – Mr. Roche explained that there is a limited of \$20,000 on this case. The Plaintiff only has \$20,000 worth of insurance coverage. The City got a worker's compensation lien in excess of the overall insurance coverage. Mr. Perez asked if the Committee was to agree to this would the City get a complete stipulation. Mr. Roche stated that it would be a full and final Stipulation for this particular claim only.

The motion to approve the recommendation passed unanimously.

Mr. Perez stated that he appreciated the Committee Members being provided with a follow-up of Office No. L06-0273 – Timothy Crockett v. City of New Haven, et al, that was on the January 28, 2009 agenda.

A motion was made to adjourn the meeting. The motion was seconded and passed unanimously.

The meeting was adjourned at 5:54 p.m.