

DELTA COUNTY**MOTOR VEHICLE**

Truck — Dangerous Condition — Negligent Maintenance

Defective trailer hitch led to separation, crash: plaintiff**SETTLEMENT** \$1,300,000

CASE Roger Jacobs and Shirley Jacobs v. Anthony K. Lambert, Vanaire, Inc. and Master Lock Company, LLC, No. 14-022291-NI

COURT Delta County, Circuit Court, MI

JUDGE Stephen T. Davis

DATE 1/2/2016

PLAINTIFF

ATTORNEY(S) Thomas J. Wuori, Ringsmuth Wuori PLLC, Traverse City, MI

DEFENSE

ATTORNEY(S) Robert J. Johnson, Hackney Grover Hoover & Bean, PLC, Grandville, MI (Anthony K. Lambert, Vanaire Inc.)
William J. Leeder, III, Barnes & Thornburg LLP, Grand Rapids, MI (Master Lock Company LLC)

FACTS & ALLEGATIONS On Oct. 27, 2011, plaintiff Roger Jacobs, 50s, an electrician, was driving west in a work truck with a trailer on US Route 2 near Escanaba. During this time, a truck with an attached trailer operated by Anthony K. Lambert was traveling east on the highway. Lambert was hauling materials on behalf of trailer owner Vanaire, Inc. The trailer disconnected from Lambert's truck, crossing over a grassy median and striking the front driver's side of the vehicle operated by Jacobs. The force of the impact caused the trailer hauled by Jacobs to overturn and Jacobs was pinned inside his truck by the other vehicle's trailer. Jacobs claimed injuries to his left leg, knee and pelvis.

Jacobs sued Lambert and Vanaire, alleging that their negligence resulted in a defective and dangerous condition.

Jacobs specifically alleged that the trailer hitch used by Lambert and Vanaire was in a state of disrepair and was not properly secured to Lambert's truck. Jacobs further alleged that the size of the ball used to secure the hitch was too small for use in the unit.

Jacobs' counsel presented defense counsel with an affidavit from a non-party witness who had helped load materials into the Vanaire trailer. The affidavit stated that safety straps had not been used to secure the load. Counsel also provided affidavits from two non-party witnesses who stated that the trailer attached to Lambert's truck was veering side to side moments before the collision.

Trailer hitch manufacturer Master Lock Company, LLC was named as a defendant in the suit following a non-party fault allegation. Master Lock was dismissed on agreement by all counsel and the allegation of fault was withdrawn.

Lambert and Vanaire denied liability, arguing that the trailer had been properly secured prior to the collision. The defense contended that the separation occurred due to an unforeseeable malfunction in the trailer hitch. In deposition testimony, Lambert maintained that safety straps had been used to secure the load.

INJURIES/DAMAGES arthroscopy; fracture, femur; fracture, knee; fracture, patella; fusion, lumbar; hardware implanted; internal fixation; knee replacement; loss of consortium; open reduction; physical therapy; pins/rods/screws; sacroiliac joint

Jacobs was removed from the truck using a hydraulic rescue apparatus. He was taken by ambulance to the emergency room of St. Francis Hospital, where he was hospitalized for approximately one week. Jacobs was diagnosed with a fracture of his left femur as well as a fracture of the inferior pole of the left patella.

While hospitalized at St. Francis, Jacobs underwent open reduction with internal fixation, consisting of retrograde femoral rod placement. Jacobs was subsequently transferred to Northern Michigan Regional Hospital for in-patient rehabilitation lasting two weeks.

Jacobs required arthroscopic knee surgery and eventually underwent a total left knee replacement. He was later diagnosed with a sacroiliac joint injury which required fusion surgery. Jacobs underwent more than two years of out-patient physical therapy for his injuries.

Jacobs had continuing chronic knee pain, resulting in swelling and diminished use of his left knee. He was unable to work for more than two years. Jacobs' wife, Shirley Jacobs, brought a claim for loss of consortium.

Lambert and Vanaire disputed the value and severity of Jacobs' alleged injuries.

RESULT The parties agreed to a pre-trial settlement. Under the terms of the settlement, Lambert paid the full limits of a \$100,000 policy with Home-Owners Insurance Co. Vanaire's insurer, Travelers Property Casualty Corp., agreed to pay \$1.2 million from a \$2 million policy, for a total recovery of \$1.3 million.

INSURER(S) Home-Owners Insurance Co. for Anthony K. Lambert
Travelers Property Casualty Corp. for Vanaire, Inc.

EDITOR'S NOTE This report is based on information that was provided by plaintiff's counsel. Defense counsel did not respond to the reporter's phone calls.

—Max Robinson