

# Civil Jury Trials and 2014 Year in Review

## FRANKLIN COUNTY COMMON PLEAS COURT

By *Monica L. Waller*

**Verdict: \$507,667.00. Medical Malpractice.** Plaintiff Michael Sharrett, a 61-year-old truck driver, was a patient of Defendant Cy D. Young, D.O. of Defendant Maplewood Clinic, Inc. Beginning in late 2007, Mr. Sharrett began complaining to Dr. Young that his abdomen was expanding and he felt a sense of fullness. Dr. Young allegedly attributed Mr. Sharrett's complaints to "middle age spread" and did not seek further evaluation. Mr. Sharrett continued to complain and, in December of 2009, Dr. Young referred Mr. Sharrett to a urologist who diagnosed him with chronic kidney disease and enlarged prostate with hydronephrosis (a distention and dilation of the kidney due to urine obstruction resulting in a two liter accumulation of urine in his bladder). Mr. Sharrett developed bladder retention and an atonic bladder, which is an irreversible condition that requires self-catheterization three to four times per day. He sued Dr. Young alleging that he failed to timely evaluate, diagnose and treat his condition. Mr. Sharrett also alleged that Dr. Young added information to his medical records relating to a referral which was allegedly refused by Mr. Sharrett. Dr. Young disputed Mr. Sharrett's allegations that he breached the standard of care and asserted that Mr. Sharrett's condition was neither caused nor worsened by anything Dr. Young did or failed to do. The jury found in favor of Mr. Sharrett and awarded him \$482,667.00 in compensatory damages and awarded his wife, Plaintiff Kimberly Sharrett \$25,000.00 for loss of consortium. Dr. Young gave his insurer (The Doctor's Company) consent to settle after his cross-examination. The parties subsequently reached a high-low agreement. However, the verdict did not exceed the high agreed upon. Medical Specials: \$15,000.00. Length of Trial: 5 days. Plaintiff's Expert: Arnold Melman, M.D. (urology) and Jerome Daniel, M.D. (family medicine). Defendant's Expert: William Giannakopoulos, M.D. (urology) and Michael Yaffe, M.D. (internal medicine). Last Settlement Demand: \$350,000.00. Last Settlement Offer: \$0. Plaintiff's Counsel: David Shroyer and Eleni Drakatos. Defendant's Counsel: Gary Hammond. Judge Reece. Case Caption: Michael Sharrett, et al. v. Cy D. Young, D.O., et al. Case No. 11 CV 594 (2013).

**Verdict: \$300,000.00 (\$36,887.30 in economic damages; \$263,112.70 in non-economic damages, reduced to \$250,000.00 by cap). Slip and Fall.** Plaintiff Mary Louise West (69-years-old) visited the Clintonville Giant Eagle store on June 18, 2011. It had rained earlier that day and there were dryer fans on in the foyer, but no wet floor signs. Ms. West stepped from a wet entryway mat onto the tile floor and slipped. She fell to the floor and fractured her hip. She had surgery to repair the fracture followed by several weeks of rehabilitation in a nursing home. She used a walker and then a cane for several months following the surgery. She claimed ongoing pain and stiffness and a permanent 8 inch surgical scar. Ms. West claimed that Giant Eagle created a

dangerous condition in the foyer by tracking in rainwater when returning carts from the parking lot. She also claimed that Giant Eagle knew about the dangerous condition as evidenced by the presence of dryer fans in the foyer, but failed to warn its customers. Giant Eagle argued that Ms. West should have anticipated that the floor would be wet based on the weather conditions and the presence of the dryers and she failed to exercise ordinary care for her own safety. Surveillance video of the fall was presented to the jury as well as eyewitness testimony. Medical Specials: \$101,498.34 (Robinson v. Bates of \$37,000.) Plaintiff's Expert: Ralph J. Rohner, Jr. (orthopedic surgery). Defendant's Expert: None. Length of Trial: 3 days. Plaintiff's Counsel: Warner M. Thomas, Jr. and Andrew S. Baker. Defendant's Counsel: Roger H. Williams. Judge Bessey. Case Caption: Mary West v. Giant Eagle, Inc., et al. Case No. 12 CV 13737 (2014).

**Verdict: \$74,021.31. Real Estate.** In late 2009, Plaintiffs Kathleen and James Schroeder relocated from Columbus to Illinois. They hired Defendant GCB Properties III, Ltd d/ b/a Columbus Real Estate Pros to manage their Columbus home as a rental property and find a tenant. The Schroeders signed a property management agreement with GCB that placed responsibility for management, upkeep and operation of the property on GCB. The agreement also obligated the Schroeders to maintain insurance on the premises and indemnify GCB in the event of litigation. GCB found co-defendants Randall and Lisa Watson to rent the property. On January 4, 2010, the Watsons signed a rental agreement that obligated the Watsons to maintain rental insurance on the property and to pay all rent, utilities and fees. It also stated that pets were prohibited unless by written consent of the owners. The Watsons claimed that, when they signed the agreement, they advised the representative of GCB Properties that they would be bringing two dogs with them when moving into the home and a third may be moving in shortly thereafter. They were told that the third dog would not be a problem since they were paying a pet deposit. The Schroeders claimed that they gave written permission for one dog only. According to the Schroeders, within approximately six months after the Watson's took possession of the home, Mrs. Schroeder began receiving telephone calls from the president of the homeowners' association for their Columbus home with complaints about the Watsons which included, running the air conditioning with the windows open, failing to maintain the home and the landscaping and barking from dogs that were being kept in the garage all day. The Schroeders later learned that a neighbor had reported the Watsons to the local humane society and an inspection was done documenting numerous dogs and damage in and around the property. GCB served the Watsons with a notice to leave the premises due to the presence of unauthorized pets on the property. A few days later the Watsons were