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Nature of Action: Lost earning capacity in a claim for early medical discharge from Navy without specific causation; Cormican damages for worry about unborn fetus who was then born normal

Injuries: Auto crash; soft tissue back and seat belt injuries

County: Milwaukee County

Case name: Tanya Hendrick v. Badger Mutual Insurance Company

Verdict or settlement: Settlement

Original demand: \$100,000 policy limits

Original offer: less than \$50,000

Amount: \$85,000

Plaintiff's attorney: Jay Urban, Urban Taylor & Stawski Ltd., Milwaukee

Defendant's attorney: Gerald Schmidt, Schmidt, Darling & Erwin for defendants, Milwaukee

Plaintiff's expert: Martin Hoffman, M.D. (plaintiffs IME, treating doctors/chiropractors with Navy medical services in Florida)

Plaintiff counsel's summary of the facts: On July 2, 1998, plaintiff was in Wisconsin Rapids visiting her family on leave from the Navy in Florida, where she served as a hospital corpsman, to introduce her fiancé to her family. At approximately noon that day, she was riding in her truck with him driving at approximately 55 m.p.h. when a delivery van failed to obey a stop sign and caused a major collision. Upon information and belief, the force of the collision propelled plaintiff into the steering wheel and against her seat belt causing her a fracture to her sternum and severe bruising to her abdomen. At the time of this collision, plaintiff was unknowingly several weeks pregnant and because of this she needed to suspend medication and treatment until after the birth causing her much emotional distress and physical low back pain as she waited for the birth of her daughter. She then underwent medical and chiropractic evaluation and therapy treatments through the Navy doctors for a period of years. Medical bills were approximately \$5,000 with an indication of future care for monitoring and medication. Since she was in the Navy with strict requirements for going to sea during her new enlistment period, she was discharged upon failing to complete the physical. However, because the now husband was also in the

Navy, they were able to defer this by his taking a sea detail. Plaintiff forwarded a lost benefits and earnings claim over \$10,000.

Theory: On liability, some contributory negligence was suggested against the fiancé/husband who was sued but subject to the Sailor's Relief Act for failure to avoid the accident. On damages, the typical soft tissue permanency defenses.

Defenses: Lack of adequate proof that the Navy discharge was causally related to the accident, and the amount of lost earnings between Navy and civilian work.