

Insurance Company Tries to Avoid Obvious Liability for Severe Auto Accident

On March 21, 2010, Sean Simon, a 35-year-old high school teacher, was driving east on Donald Ross Road in Palm Beach Gardens, Florida. He moved into the left lane, preparing to turn onto Central Boulevard. As he was coming to a stop at a red light for the turn lane, a vehicle operated by Albano Seri slammed into the back of Mr. Simon's car. Palm Beach Gardens Fire and Rescue personnel responded to the scene and immediately transported Mr. Simon to the Jupiter Medical Center.

Mr. Simon suffered severe pain and discomfort. The hospital referred him to an orthopedic surgeon, Dr. Charles S. Theofolis, for consultation. An MRI of the cervical and lumbar areas of the spine revealed severe and permanent injuries. The doctor stated that Mr. Simon would be a surgical candidate in the future and that he had suffered a permanent impairment. Before the accident, Mr. Simon had been a high school coach and had played rugby. He had no history of accidents or any injuries to his back or neck. He prided himself on being physically fit and staying active, even after the crash.

The police cited Mr. Seri for following too closely and causing the crash. He was clearly liable. Nonetheless, Mr. Seri's insurance company, State Farm, insisted on arguing damages and liability. Mr. Simon asked SDSBS attorneys **Karen Terry** and **Mariano Garcia** to represent him. As plaintiff, Mr. Simon gave the insur-

ance company several opportunities to tender its policy limits to pay for the damages caused by their policyholder, but it failed to do so. Eventually, Mr. Simon chose to go to trial and let a jury decide the case.

In an attempt to discredit Mr. Simon's claims of injury, the defense hired a private investigator to follow Mr. Simon around for days. They secretly videotaped his daily activities. The videotape demonstrated that Mr. Simon was still active as a rugby coach, going boating, and doing other physically-demanding activities. Mr. Simon had never disputed that he was still active despite his pain and the permanent injuries he had suffered. The defense hired doctors in an attempt to discredit the nature and extent of Mr. Simon's injuries.

On March 22, 2012, following a four-day trial, the jury rendered a verdict in favor of Mr. Simon, finding the defendant to be 100% at fault in causing the crash, and rejecting its argument that Mr. Simon was not significantly injured. The jury awarded Mr. Simon \$93,882 for the medical bills he had already incurred and for medical expenses he will incur in the future as a direct result of the crash. The plaintiff was also awarded taxable costs against the defendants. The total award far exceeded the insurance company's earlier offers in this case. ♦

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