

TUESDAY, MAY 7, 2019

DAILY REPORT

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An ALM Publication

Three-Car Chain Collision on I-285 Nets \$3.5M Settlement for Injured Driver

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A WOMAN WHO suffered a serious back injury after being rear-ended on Interstate 285 reached a \$3.5 million settlement shortly before trial more than three years after the at-fault driver's insurer turned down an offer to settle for its \$50,000 policy limit.

Plaintiff's attorney Ben Brodhead said State Farm Insurance responded with a \$12,000 offer, arguing the woman's car had "minimal damage" and that her injuries were "preexisting and degenerative in nature."

"I explained to State Farm that it was forcing unnecessary litigation that would result in State Farm paying over \$1 million, and I literally asked if there was any way I could beg for State Farm to pay its policy limits," said Brodhead, who handled the case with Brodhead Law colleague Ashley Fournet. "State Farm refused."



Ashley Fournet (left) and Ben Brodhead represented a driver who was injured when she was hit from behind.

The attorney who took over as lead defense counsel as the case readied for trial, Trevor Heistand of Waldon, Adelman, Castilla, Heistand and Prout, said the "defendant is pleased that the parties were able to negotiate a resolution of all claims in order to end this litigation on amicable terms."

Brodhead credited Heistand with preventing what he said would have likely been a much higher verdict.

"Mr. Heistand did an excellent job of helping the parties reach a resolution and compromise where other attorneys had failed," he said via email. "Without his efforts, we would have

been at trial in a very short time, and it is my belief that the result would have been much higher.”

According to Brodhead and other documents, plaintiff Brandi Boyd’s Kia Optima was hit from behind in August 2015 when she and a car behind her driven by Sharmaine Sheppard slowed for traffic.

Sheppard’s car was rear-ended by a third vehicle driven by Richard Brown, knocking her into Boyd’s car.

Boyd, then 40, suffered back injuries that required cervical fusion surgery several months later and ultimately required two surgical revisions.

Shortly before the first surgery Brown’s insurer, State Farm, turned down a demand for his policy limit and made the \$12,000 counteroffer to Boyd’s originating attorney, Bethune Law principal Terrence Bethune.

Asked to assist in the litigation by Bethune, Brodhead said he attempted to negotiate

a settlement in a case that was “obviously worth far more than policy limits,” he said.

“State Farm then contended that Plaintiff Boyd had been in collisions both before and after the subject collision and that the other collisions were the problem,” he said. “I pointed out that surgery was indicated after the subject collision and before the collision State Farm claimed occurred after the subject collision.”

She was facing an estimated \$200,000 in surgical expenses and “wanted very badly to resolve her case for policy limits,” but State Farm was adamant, he said.

Boyd sued Brown in Gwinnett County State Court in 2017, naming Sheppard as a co-defendant.

Last summer, State Farm finally offered Browns’ policy limits, but by then litigation expenses were already approaching \$50,000 and Boyd “would have personally collected nothing.”

In October, Boyd’s lawyers made a \$2 million statutory

offer of settlement, which was rejected.

The case was pending for trial in May before Judge Shawn Bratton when State Farm agreed to settle for \$3.5 million. Sheppard’s insurer, Nationwide, contributed her \$25,000 policy limits, as well.

Boyd’s insurer, Geico, had already paid her \$100,000 policy limit in 2016, for a total payout of more than \$3.6 million.

State Farm delivered its check last week, he said.

A “key factor in plaintiff Boyd accepting the compromise was the extreme delay that would have occurred during appeal,” Brodhead said.

“Fortunately, although State Farm should have paid its policy limits when it had the opportunity,” he said, the insurer “ultimately did the right thing and protected defendant Brown so that he would not suffer any financial harm as a result of this case.” 