

POLICE OFFICER'S RIGHT TO SUE 2019 NEWSLETTER

OFFICER RECEIVES A SETTLEMENT OF \$950,000 FROM A CIVILIAN MOTORIST AFTER BEING REAR-ENDED BY A COMMERCIAL VEHICLE

A New York City Police Officer received a settlement of \$950,000 after sustaining a serious knee injury as a result of being rear-ended by a commercial vehicle. The Officer was traveling on a highway and was stopped in traffic when the commercial operator struck the Officer's unmarked vehicle in the rear at a high rate of speed. The Officer sustained a serious knee injury which required arthroscopic surgery. The Officer never returned to full duty and was subsequently awarded a ¼ line-of-duty disability pension. DCD sued the operator and the commercial owner pursuant to GML §205-e alleging the defendant's operator violated Vehicle & Traffic Law §§1129, 1180(a), 1212 and 375(1). The matter settled for \$950,000 after a pre-trial mediation.

OFFICER RECEIVES A SETTLEMENT OF \$1,000,000 FROM MTA BUS AFTER A LINE-OF-DUTY RMP ACCIDENT

A New York City Police Officer received a \$1,000,000 settlement from MTA Bus after the bus sideswiped the RMP. The Officer was traveling in the same direction as the MTA Bus with the RMP in the left lane and the MTA Bus in the right lane. The driver of the MTA Bus attempted to enter the left lane; however, he could not see through his driver's side mirror because of sun glare. As the MTA Bus entered the RMP's left lane, the bus sideswiped the passenger side of the RMP. The Officer suffered lower back herniations which necessitated lumbar interbody fusion. The Officer was subsequently awarded a ¼ line-of-duty disability pension. DCD sued MTA Bus pursuant to GML §205-e claiming MTA Bus violated Vehicle and Traffic Law §§1128(a), 1180(a), 1212 and 375(1). Although the damages in this case were significant, the representatives of MTA Bus would not make an offer due to bureaucratic reasons. In preparing for trial, Dominic DiPrisco hired an accident reconstructionist, an economist and the Officer's surgeon to testify. Mr. DiPrisco selected a jury and testimony was starting the following day. Representatives from MTA Bus offered \$1,000,000. Mr. DiPrisco thought the offer was low and suggested the Officer proceed with the trial. The Officer, after consulting with his family, decided to take the offer and not gamble with the possibility of having the jury award a lower sum.

OFFICER RECEIVES A \$700,000 SETTLEMENT FROM A PRIVATE BUILDING OWNER AFTER SLIPPING AND FALLING ON A WET STAIRCASE WHILE CONDUCTING A VERTICAL CANVASS

A New York City Police Officer was seriously injured when, while investigating a 10-39, she slipped and fell on wet steps while descending the staircase leading from the building's roof. The Officer had conducted a vertical canvass of the building and found the building's roof door open. After checking the roof, she began to walk down the stairs when she slipped on water and mud. The Officer injured her wrist which necessitated several surgeries. She was subsequently awarded a ¼ line-of-duty disability pension. An investigation of the subject premises revealed the door leading to the roof was misaligned, unsecured and the "door closer" was broken. The marble steps of the subject staircase were also broken and loose with puddles of urine and drug paraphernalia strewn all over the steps. The skylight above the staircase was leaking causing water on the staircase. The lighting conditions were also poor. DCD sued the building owner pursuant to GML §205-e alleging the building owner violated §28-301.1 of the New York City Administrative Code and §§78 and 5201 of the Multiple Dwelling Law. The defendant denied any liability and filed a motion to dismiss claiming they did not have any notice of the conditions which attributed to the Officer's injuries. Joseph L. Decolator, in successfully defending the motion, presented photographs of the staircase and sworn testimony of the parties to demonstrate a genuine issue of fact. At a pre-trial mediation, Dominic DiPrisco settled the case for \$700,000.

COMMAND/STATION HOUSE

OFFICER RECEIVES A \$80,000 SETTLEMENT FROM THE CITY OF NEW YORK AFTER SUSTAINING INJURIES WHILE LIFTING A FILE CABINET IN COMMAND

An Officer was injured in a station house when he was instructed by a Supervisor to move and lift a file cabinet. The file cabinet slipped out of the Officer's hand causing a tear to his left bicep tendon. The Officer needed surgery to repair the tendon. The Officer contacted DCD and a notice of claim was filed with the City of New York within the 90-day time limitation. DCD sued the City of New York pursuant to GML §205-e claiming the City of New York violated §27-a(3) of the Labor Law in not providing the Officer with the proper equipment to lift the file cabinet. Dominic DiPrisco settled the case for \$80,000 at a pre-trial conference despite challenging liability.

OFFICER RECEIVES A \$140,000 SETTLEMENT FROM CITY OF NEW YORK AFTER FALLING OFF A DEFECTIVE LADDER

A New York City Police Officer received a \$140,000 settlement from the City of New York after falling off a broken ladder injuring his back. The Officer suffered three thoracic fractures but did not require surgery. DCD sued the City of New York pursuant to GML §205-e alleging the City violated Labor Law §§27-a(3) and 240(1). Unfortunately, the New York City Police Department discarded the broken ladder prior to an expert examination of the ladder. The matter settled at a pre-trial conference.

SUPERVISOR RECEIVES A \$750,000 SETTLEMENT FROM THE CITY OF NEW YORK AFTER SUSTAINING INJURIES FROM FALLING IN THE COMMAND'S PARKING LOT

A Supervisor employed by the New York City Police Department received a settlement of \$750,000 from the City of New York after sustaining injuries from falling in a hole in the command's parking lot. The Supervisor sustained a right knee torn meniscus which required surgery and a fractured ankle. The Supervisor was awarded a ¾ line-of-duty disability pension. The parking lot in question was outside the command because of inadequate space at the precinct. DCD filed a notice of claim with the City of New York and the New York City Transit Authority. DCD was unsure as to which municipality owned the property where the parking lot was located. During the course of discovery, DCD learned the precinct utilized the land adjoining the command as a parking lot thereby making the City of New York responsible for the maintenance of the lot. DCD sued the City of New York pursuant to GML §205-e alleging the City of New York violated New York Administrative Code §§ 27-127, 27-128, 27-369 and 27-381 and §27-a(3) of the Labor Law in failing to maintain the parking area in a safe manner. The case against the City of New York settled for \$750,000.

OFFICER RECEIVES A \$132,500 FROM THE CITY OF NEW YORK AND A PRIVATE DEFENDANT AFTER FALLING OFF A DEFECTIVE CHAIR IN THE STATION HOUSE

A New York City Police Officer re-injured his neck when the back of one of the chairs in the command broke causing the Officer to fall to the ground. The Officer aggravated a prior neck injury. Before this line-of-duty injury, cervical surgery was recommended to the Officer for injuries suffered in a previous line-of-duty RMP accident. Subsequent testing after the chair accident did not reveal any additional medical injury. The Officer underwent cervical fusion surgery several months after the precinct accident. DCD sued the City of New York pursuant to GML §205-e in not providing the Officer with a safe place to work. Although the Officer only aggravated the pre-existing injury, Dominic DiPrisco negotiated a settlement of \$132,500 on behalf of the Officer.

OFFICER RECEIVES A \$200,000 SETTLEMENT FROM CITY OF NEW YORK AFTER SUFFERING A BROKEN ANKLE IN A TRAINING EXERCISE AT THE POLICE ACADEMY

A New York City Police Officer received a \$200,000 settlement from the City of New York after breaking his ankle while participating in a training exercise inside the Police Academy. The Officer was engaged with another MOS during a self-defense exercise when his foot became wedged between the mats. The ankle broke when the foot became stuck in the space between the two mats and the force of the exercise caused the Officer's body weight to shift. The Officer hired DCD who filed a notice of claim with the City of New York within the 90-day time limitation. DCD sued the City of New York pursuant to GML §205-e alleging the City of New York violated Labor Law §27-a(3) in not providing the Officer with a safe place to work. DCD hired a physical education safety expert who inspected the room where the Officer was injured. The expert concluded the City violated Labor Law §27-a(3) in using separate mats attached by Velcro instead of having a single mat which would not separate during training exercises. The expert opined that the Velcro still permitted enough separation that an Officer's foot could easily wedge between the mats creating a likelihood of injuries when members of the service would engage in physical training activities. Although the Officer needed surgery to repair the broken ankle, he was able to return to full duty. The matter was settled for \$200,000 at a pre-trial conference.

OFFICER RECEIVES A SETTLEMENT OF \$250,000 FROM THE CITY OF NEW YORK AFTER INJURING HIS SHOULDER AND KNEE WHEN PRECINCT STAIRCASE RAILING COLLAPSED

A New York City Police Officer was awarded a \$250,000 settlement from the City of New York after suffering injuries from falling down a flight of steps when the staircase railing collapsed. The Officer was walking up a flight of steps from the men's locker room when his knee buckled (an injury from a prior LOD). The Officer grabbed the railing to prevent him from falling, and the railing separated from the wall causing the Officer to fall down a flight of stairs. The Officer suffered injuries to both shoulders and injured his right knee. The Officer had arthroscopic surgery to his left shoulder and his right knee. DCD filed a notice of claim against the City and then sued the City of New York pursuant to GML §205-e alleging the City violated New York City Administrative Code §§28.301.1, 27-375 and 27-376 and Labor Law §27-a(3). The matter settled for \$250,000 at a pre-trial conference.

CIVILIANS and FAMILY

DCD represents civilians and family of members of the service. In one case, DCD recovered \$325,000 from a car dealership after the sister of a New York City Police Officer suffered a displaced fracture of her distal fibula which required surgery. Our client was at a car dealership looking at a new vehicle when she went into the area in the rear of the dealership. The area where our client fell was on a major slope and the dealership washed and cleaned their vehicles next to the slope. DCD claimed the soapy water and Armor All slid down the slope causing a dangerous condition and subsequently led to our client slipping and falling on the slope fracturing her ankle.

PREMISES/PRIVATE

DETECTIVE RECEIVES A \$495,000 SETTLEMENT FROM A PRIVATE BUILDING OWNER AFTER FALLING ON WATER ON A STAIRCASE WHILE EFFECTUATING AN ARREST

A New York City Detective was seriously injured when, while he attempted to make an arrest of a parolee, he slipped on a wet staircase injuring his right hip and left knee. The Detective underwent surgery to repair a torn meniscus and microfracture of the medial femoral condyle. Unfortunately, the surgery was unsuccessful and a second surgery was recommended. Subsequently, the Detective was awarded a ¼ line-of-duty disability pension. After the incident, the Detective called DCD. DCD hired an investigator who discovered a ceiling leak above the staircase which caused the wet steps. DCD sued the building owner pursuant to GML §205-e alleging the building owner failed to maintain the staircase in a safe condition thereby violating New York City Administrative Code §§28-301.1, 27-375(f)(g)(h) and 27-376. Although this was a severely contested litigation, Dominic DiPrisco settled this matter for \$495,000.

OFFICER RECEIVES A \$500,000 SETTLEMENT FROM A PRIVATE BUILDING OWNER AFTER A LADDER DETACHED FROM THE BUILDING WALL CAUSING THE OFFICER TO FALL AND SUSTAIN SERIOUS INJURIES

A New York City Police Officer was seriously injured after responding to a burglary in progress. When the Officer arrived at the scene, the Officer observed the burglar flee outside the apartment window and onto the fire escape. The Officer followed the perpetrator and climbed up the fire escape and onto the roof. While descending the fire escape, the Officer slipped on a rung falling to the ground. The Officer testified that the ladder was in poor condition, rusting and unstable. After the Officer fell, an inspection of the fire escape revealed that the hardware of the fire escape was rusted and had detached from the building wall creating no stability for the fire escape ladder. The Officer sustained a serious knee and ankle injury. The Officer was compelled to undergo knee surgery to repair complete tears of the ACL and MCL. Unfortunately, the surgery was not successful. The Officer declined a recommendation of a second surgery. The Officer was subsequently awarded a ¼ line-of-duty disability pension. DCD sued the building owner pursuant to GML §205-e claiming the building owner violated the New York City Administrative Code §27-368(a) in failing to maintain a fire escape in a safe manner. The attorneys for the building owner moved to dismiss the Officer's case claiming the building owner didn't have the requisite notice of the dangerous condition of the fire escape. The defendant's lawyer argued that the owner could not have done the necessary repairs prior to the Officer's fall. Joseph L. Decolator argued that the building owner was responsible for the Officer's injuries in that they failed to produce records to indicate when the fire escape was last inspected by the building owner and that the accumulated rust on the ladder and the hardware gave the building owner constructive notice of the condition of the fire escape. Mr. Decolator was able to convince a Kings County Supreme Court Justice that the building owner was responsible for the Officer's injuries. Dominic DiPrisco settled the case for \$500,000. The Officer was reluctant to go to trial and accepted the settlement.

CONSTRUCTION

OFFICER RECEIVES A \$550,000 SETTLEMENT FROM A PRIVATE CONSTRUCTION COMPANY AFTER TRIPPING ON EXPOSED WIRES AT A CONSTRUCTION SITE

A New York City Police Officer received a \$550,000 settlement from a construction company when she was injured after tripping on a pile of extension cords and other construction materials. The Officer aggravated

a prior LOD injury to the same knee and suffered a new tear of the medial meniscus. The Officer chose not to have surgery for the new injury after undergoing an ACL reconstruction five years earlier. The Officer was awarded a ¼ line-of-duty disability pension. DCD sued the construction company pursuant to GML §205-e in that the construction company violated New York City Administrative Code §§19-109(a)(b), 19-110, 27-1020 and 27-1023(a)(6) alleging the construction company failed to exercise due caution in permitting exposed construction materials on a public walkway. At a pre-trial mediation, Dominic DiPrisco settled the case for \$550,000.

OFFICER RECEIVES A SETTLEMENT OF \$350,000 FROM THE CITY OF NEW YORK AFTER TRIPPING ON A PIECE OF A REMOVED SIGNPOST WHILE CHASING A PERPETRATOR ON A CITY SIDEWALK

An Officer employed by the City of New York was awarded a \$350,000 settlement from the City after injuring his hip after tripping over the remnants of a street sign. The sign was removed; however, the base of the pole supporting the sign was not completely removed creating a dangerous hazard. The Officer tripped on the metal protrusion while chasing a perpetrator. The Officer suffered a hip injury which necessitated arthroscopic surgery. The Officer was subsequently awarded a ¼ line-of-duty disability pension. After the accident, the Officer was unaware of his right to sue and let the 90-day time limitation to file a notice of claim against the City of New York lapse. Another member of the service alerted this Officer of DCD's newsletters and expertise in handling line-of-duty accidents. The Officer contacted and retained DCD. DCD immediately filed a notice of claim and then made an application to a Kings County Supreme Court Justice seeking permission to file the notice of claim past the 90-day statutory time frame. Fortunately, a Justice granted the application thereby allowing the lawsuit to proceed. DCD then sued the City of New York pursuant to GML §205-e alleging the City violated §§7-201(c)(2) and 19-152 of the New York City Administrative Code.

In order for the City of New York to be responsible for injuries suffered as a result of a defective sidewalk pursuant to New York City Administrative Code §7-201(c)(2), the injured party must show either the City had prior written notice of the defect or that the City of New York created the defect. DCD subpoenaed numerous records from various City agencies in an effort to prove either prior written notice or that the Department of Transportation created the condition by improperly removing the street sign leaving a portion of the metal post.

During the discovery process, the City of New York stonewalled DCD in DCD's numerous attempts to retrieve Department of Transportation records. However, DCD discovered a "Big Apple" map which detailed several sidewalk defects near the site of the metal post. Nevertheless, the City denied any liability and filed a summary judgment motion requesting the case be dismissed. Joseph L. Decolator defended the motion; however, a Justice of Kings County Supreme Court dismissed the entire case. Mr. Decolator was convinced the Justice was wrong in dismissing the case and made a motion to the same Court to reargue the decision dismissing the case. Mr. Decolator argued the Big Apple map showed defects in the area of the post protrusion and, therefore, created a genuine issue of fact that the City had notice of the defect. The Court reversed itself and sided with Mr. Decolator. The Court noted that the plaintiff, "demonstrated the Court misapprehended the facts provided by the City in their summary judgment motion." The case settled for \$350,000 at a pre-trial conference.

AUTO/PRIVATE

OFFICER RECEIVES A SETTLEMENT OF \$250,000 FROM A PRIVATE CORPORATE MOTORIST AFTER SUSTAINING INJURIES IN A LOD RMP ACCIDENT

A New York City Police Officer received a \$250,000 settlement from a corporate defendant after sustaining injuries in a line-of-duty RMP accident. The Officer was traveling westbound in the right-hand lane when she received a transmission to respond to an emergency. The RMP responded with lights and sirens and attempted to move to the left to make a left-hand turn. The defendant, traveling in the same westbound direction in the left-hand lane, failed to yield to an emergency vehicle in violation of VTL §1144(a) causing a collision. The Officer sustained serious injuries to her foot and shoulder. Both injuries required surgery. The matter settled for \$250,000, nearly the extent of the defendant's insurance policy.

DETECTIVE RECEIVES A \$500,000 SETTLEMENT FROM A CORPORATE DEFENDANT AFTER SUSTAINING A BACK INJURY FROM AN RMP ACCIDENT

A New York City Police Department Detective was injured after his RMP was rear-ended in an accident. The Detective suffered lower back herniations which required surgery. The Detective had hired another law firm that did not see the Detective's injuries as serious in nature and neglected the file. The Detective retained DCD and a lawsuit was immediately filed. The Detective was eventually awarded a ¾ line-of-duty disability pension. The defendant's attorney filed a motion to dismiss claiming the Detective's lumbar MRI report demonstrated a degenerative condition, meaning the Detective had a previous back injury and his surgery was not related to this line-of-duty injury. Joseph L. Decolator successfully defended the motion to dismiss by obtaining affidavits from the Detective's surgeon and treating doctors to state the injuries were not degenerative in nature and were related to this accident. Dominic DiPrisco settled the case at a pre-trial mediation for \$500,000.

AUTO/CITY

DETECTIVE RECEIVES A \$500,000 SETTLEMENT FROM THE CITY OF NEW YORK AFTER SUSTAINING INJURIES FROM BEING STRUCK AS A PEDESTRIAN BY AN NYPD CIVILIAN EMPLOYEE

A New York City Police Department Detective received a settlement of \$500,000 from the City of New York after suffering a knee injury from being struck by an NYPD civilian mechanic who was test driving an unmarked RMP. The Detective was standing near the Fleet Services garage when the driver drove the vehicle through the curtain separating the sidewalk from the shop striking the Detective in his right leg and knee. The Detective was on the garage side of the curtain. The operator failed to drive the unmarked RMP into the designated vehicle entrance. The Detective suffered a knee injury which necessitated arthroscopic surgery. The Detective was subsequently awarded a ¾ line-of-duty disability pension. The Detective retained DCD who immediately filed a notice of claim against the City of New York within the 90-day time limitation. DCD sued the City of New York pursuant to GML §205-e arguing the NYPD civilian employee violated Vehicle & Traffic Law §§1146, 1212, 1108(a) and 375(1). The matter settled for \$500,000 at a pre-trial conference.

DCD encourages all Police Officers injured in line-of-duty accidents or off-duty accidents to call the office to determine whether they have a viable claim for compensation. DCD is committed to handling any claim if there is a reasonable opportunity to recover money damages, big or small, for their clients. Remember, there is a 90-day time limitation if a municipality was involved in causing the injury.

SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORIST COVERAGE

Note: It is essential that New York City Police Officers avail themselves of this additional monetary protection by increasing their supplementary uninsured/underinsured motorist coverage. Counsel should be contacted immediately after a line-of-duty accident to preserve the Officer's right for SUM coverage.

Examples of an Officer's personal automobile SUM coverage are as follows:

An Officer was on routine patrol as a Sergeant's operator. The Officer became aware of a precinct anti-crime unit chasing a perpetrator's vehicle. The vehicle turned, traveling the wrong way on a one-way street, and started driving on the sidewalk. The Officer followed and then positioned the RMP onto the driveway blocking the path of the perp's vehicle. The perp rammed the Officer's RMP on his side causing the Officer's shoulder labrum to tear. The injury required surgery. The subject vehicle had no insurance; however, the Officer had \$100,000 in supplementary uninsured/underinsured motorist coverage. DCD was able to recover \$87,500 from the Officer's private automobile insurance to compensate him for his injuries.

In another case, a New York City Police Officer was conducting a lawful car stop of a motorist when the motorist unexpectedly sped off. Unfortunately, the Officer had his left hand on the door handle causing his hand to be stuck and pulling his left arm and shoulder. The Officer sustained a torn rotator cuff, labral tear and bicep tear. The Officer needed two surgeries to repair his injuries and was awarded a ¾ line-of-duty disability pension. The defendant's vehicle was stolen and, therefore, had no automobile insurance. The Officer had \$100,000 in supplementary uninsured/underinsured motorist coverage. The Officer was awarded the full policy of \$100,000.

A New York City Police Officer was responding to a report of multiple unlicensed ATV's and motorcycles traveling on a City street. When he arrived at the scene on his scooter, he was struck by an uninsured motorcycle and then struck by an uninsured and unregistered ATV. The Officer suffered three fractured ribs. The Officer possessed the minimum \$25,000 supplementary uninsured/underinsured motorist coverage. DCD recovered \$21,000 from the Officer's personal automobile coverage.

In another case involving an unlicensed and unregistered ATV, an Officer was knocked down after attempting to take police action against the operator of an ATV and suffered a torn labrum which required surgery. The ATV had no insurance; however, the Officer possessed a \$250,000 SUM policy. The matter settled for \$125,000 prior to the arbitration.

There are numerous other cases of Officers availing themselves to their personal supplementary uninsured/underinsured coverages.

DCD cannot overstate the importance for members of the service to avail themselves of additional monetary protection by taking out maximum SUM coverage. The SUM coverage for Police Officers' personal automobile insurance covers line-of-duty accidents. Many motorists in New York State possess the minimum statutory policy limits thereby affording little protection to members of the service who are injured as a result of the negligence of these uninsured/underinsured individuals. Members of the service can acquire additional protection by informing their insurance companies that they want to increase the SUM coverage to match the liability portion of their personal automobile insurance. The increases in rates are nominal and the insurance rates do not increase if a claim is made under SUM coverage.