

PENNSYLVANIA

Vol. 7 Issue 7 | July 2010



CASES of NOTE

Health Law

Hospital contended it reported medical neglect in good faith

Defense Verdict

Suleiman-Arab v. Children's Hospital of Philadelphia

Philadelphia County Court of Common Pleas

Plaintiffs' Attorney Nancy G. Rhoads, The Beasley Firm, LLC, Philadelphia, Pa.

Defense Attorneys Joe H. Tucker (lead) and Kathleen Kirkpatrick, The Tucker Law Group, LLC, Philadelphia, Pa.

Full report on page 24

Motor Vehicle — SUV — Truck — Weather Conditions Beaver County
Parties disputed position of vehicles on snowy hill. 7

Medical Malpractice — Wrongful Death — Cardiac Care Cumberland County
Standard of care was met in respiratory treatment: defense. 9

Motor Vehicle — Broadside — Question of Lights Federal
Parties disputed red light on kneecap-fracturing collision. 12

Breach of Contract — Unclean Hands — Equitable Relief Federal
Audit of car dealership was done with 'unclean hands' 17


Breach of Contract — Oral Agreements — Business Law Lancaster County
Retiring business partner said payments suddenly stopped. 18

Creditor and Debtor — Collection Montgomery County
Handwriting experts disagreed on identity of guarantor. 24

Premises Liability — Negligent Maintenance — Colleges Philadelphia County
Repairman said herniations rendered him disabled 26

Medical Malpractice — Nursing Home — Failure to Refer Philadelphia County
Failures to monitor, refer led to partial paralysis, said plaintiff. 27

Breach of Contract — Legal Profession — Fee Disputes Philadelphia County
Company failed to pay legal fees in patent/fraud case: pltf. 36



HotSheet
HIP FRACTURES
page 4



**How Strong Is Your Case?
Search. Evaluate. Decide.**

www.verdictsearch.com

MONTGOMERY/PHILADELPHIA

CREDITOR AND DEBTOR**Collection — Banking — Successor Liability****Handwriting experts disagreed on identity of guarantor****DECISION** **\$101,027****CASE** Brown Bark II LP, as successor by assignment to NC Two LP, successor by assignment to Wachovia Bank v. Car Color & Auto Body Supply Inc. and Thomas Herbert, No. 2006-02773**COURT** Montgomery County Court of Common Pleas, PA**JUDGE** Kent H. Albright**DATE** 2/24/2010**PLAINTIFF ATTORNEY(S)** Phillip D. Berger, Lundy, Flitter, Beldecos & Berger, P.C., Narberth, PA**DEFENSE ATTORNEY(S)** Donald Petrille, Jr., Petrille Wind, P.C., Fountainville, PA

FACTS & ALLEGATIONS On April 17, 1998, the plaintiff's predecessor, First Union National Bank, issued a \$50,000 car loan to Car Color & Auto Body Supply Ltd., as set forth in a promissory note, which included an unconditional guaranty agreement that was allegedly signed by Thomas Herbert, Car Color's authorized representative, on the same date. The loan was allegedly modified on Nov. 7, 2003, pursuant to a Wachovia Bank promissory note that Herbert executed (Wachovia was the successor to First Union). When the note came due, Wachovia said that Car Color & Auto Body failed to issue payment. NC Two LP purchased the loan from Wachovia and then subsequently sold the loan to Brown Bark II LP.

Brown Bark II LP, as successor by assignment to NC Two LP (and, by extension, Wachovia and First Union), sued Car Color & Auto Body and Thomas Herbert, alleging violation of credit collection laws.

Plaintiff's counsel argued that, as the guarantor of the subject promissory note, Herbert was liable for any damages Car Color & Auto owed to Brown Bark II LP.

Counsel for the defendants maintained that Herbert's signature on both notes and the guaranty agreement had been forged by an unidentified third party. In support, counsel presented the testimony of a handwriting analysis expert, who opined that the signature on the loan documents did not belong to Herbert.

Plaintiff's counsel addressed Herbert's claim of forgery by presenting the testimony of its own handwriting analysis expert, who demonstrated that Herbert had in fact signed both the promissory notes and the guaranty agreement by comparing 10 years' worth of documents signed by Herbert.

INJURIES/DAMAGES Plaintiff's counsel sought the \$101,027 due on the note and guaranty.

The defense stipulated to that amount in damages.

RESULT Judge Kent H. Albright ruled that the signatures were genuine and that Herbert had guaranteed Car Color & Auto's loan, making Herbert jointly and severally liable for the \$101,027 in damages owed to Brown Bark II LP.

PLAINTIFF EXPERT(S) J. Wright Leonard, handwriting analysis, Philadelphia, PA**DEFENSE EXPERT(S)** Rose Chernous, handwriting analysis, Chester Springs, PA

EDITOR'S NOTE This report is based on information that was provided by plaintiff's counsel. Defense counsel did not respond to the reporter's phone calls.

—Joshua Couzens

VERDICT of the **MONTH****PHILADELPHIA COUNTY****HEALTH LAW****Wrongful Use of Civil Proceedings — Domestic Relations****Hospital contended it reported medical neglect in good faith****VERDICT** **Defense****CASE** Mahamoud Suleiman-Arab and Onakemi Suleiman-Arab v. Children's Hospital of Philadelphia, No. 080502741**COURT** Philadelphia County Court of Common Pleas, PA**JUDGE** Marlene F. Lachman**DATE** 5/13/2010**PLAINTIFF ATTORNEY(S)** Nancy G. Rhoads, The Beasley Firm, LLC, Philadelphia, PA**DEFENSE ATTORNEY(S)** Joe H. Tucker (lead), The Tucker Law Group, LLC, Philadelphia, PA