URB INSIDER

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At The Supreme Court

High Court Looks At Bias

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The U.S. Supreme Court heard a case recently which will determine if more than a million female employees can join together against Wal-Mart in a class action discrimination lawsuit.

This case resulted when Wal-Mart appealed the ruling of the Ninth Circuit Court of Appeals, which agreed in 2009 to give the group class action status.

The suit arises from allegations of discrimination that go back to 1998.

The primary plaintiff in the group is Betty Dukes, who has worked for Wal-Mart since 1994. She contends she was paid less than men with less seniority and was passed over for managerial positions.

While she is only one of the eight named plaintiffs, some of the allegations are serious. Wal-Mart executives allegedly had names for the women employees and held meetings at Hooters.

The justices will decide whether a small group of women can represent the huge nationwide class of current and former employees. The number of plaintiffs could also be limited in some way by the decision of the High Court.

This decision will not produce an end result in the case. But allowing the plaintiffs to go forward would be a significant win for employees against employers, and would send a message about the fair treatment of women in the workplace.

A decision in favor of the corporate giant would send the opposite message, and could leave women who have been subjected to unlawful discrimination with no alternative.

This case has generated great interest that has produced a variety of strong opinions about bias in the workplace, and the outcome could have a substantial impact. ♦

Index for this Issue:

Editor's Note: *The material contained in this publication is provided as information only, and is not intended to be construed or relied upon as legal advice in any manner. Always consult an attorney with the particular facts of a case before taking any action. The material contained in this publication was not necessarily prepared by an attorney admitted to practice in the jurisdiction of materials contained in the publication.*

New York Case

Court Of Appeals Rules Injury An Accident

Editor's Note: Below is the decision of the New York Court of Appeals in the case of *State Farm Mut. Auto. Ins. Co. v. Langan*, 2011 NY Slip Op 02437.

At issue in this appeal is whether the insured decedent, the victim of an intentional crime, was injured as the result of an accident within the meaning of the uninsured motorist endorsement and certain other provisions of the insured's policy. Since the occurrence must be viewed from the insured's perspective, we conclude that it was indeed an accident and that the insured is entitled to benefits under the policy provisions at issue.

Decedent, Neil Conrad Spicehandler, was struck by a vehicle at 7th Avenue and 32nd Street in Manhattan on February 12, 2002. He sustained a compound fracture of his left lower leg, requiring surgery, and died from complications shortly after the operation. Decedent was one of many who were injured when the driver, Ronald Popadich, intentionally drove his vehicle into pedestrians. Popadich later pleaded guilty to second degree murder and admitted that he intended to cause Spicehandler's death.

Decedent was an insured under an automobile liability policy purchased by defendant Langan through plaintiff State Farm. As the administrator of decedent's estate, Langan made a claim seeking to recover benefits under the policy's uninsured/underinsured motorist (UM) endorsement, mandatory personal injury protection endorsement (PIP endorsement) and death, dismemberment and loss of sight endorsement (Coverage S)[FN1]. The policy's UM endorsement provides that it "will pay all sums that the insured or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by an accident arising out of such uninsured motor vehicle's ownership, maintenance or use" subject to relevant policy exclusions. The PIP endorsement and Coverage S likewise state that they will pay benefits for injuries sustained as the result of "an accident." These endorsements exclude coverage on several bases, but none specifically excludes coverage for an injury that results from intentional conduct. State Farm denied and disclaimed liability because it determined, as relevant here, that decedent's death was caused not by an accident, but by the intentional conduct of the operator of the vehicle.

State Farm commenced this declaratory judgment action seeking a declaration that it was not obligated to provide benefits in connection with decedent's death. Defendant answered and counterclaimed, requesting a declaration that State Farm was required to provide coverage under the policy. Plaintiff's motion and defendant's cross motion for summary judgment were denied because the parties had not, at that point, provided the court with information regarding the outcome of the criminal action against Popadich, which the court deemed "essential" to determining whether decedent's injuries were caused by an intentional act. The Appellate Division upheld the portion of the Supreme Court order that denied summary judgment on the issue of whether the incident was covered by the policy, finding that there was insufficient proof to determine whether decedent had been the victim of an intentional crime, but that, if he had, the incident would not be covered (18 AD3d 860, 862 [2d Dept 2005]). After Popadich was convicted of second degree murder, State Farm renewed its motion for summary judgment, again seeking a declaration that it was not required to provide benefits under the policy. Langan opposed the motion and cross-moved for summary judgment, urging that whether the incident was an accident within the meaning of the policy must be determined from the perspective of the insured. Supreme Court granted State Farm's motion and denied Langan's cross motion on the basis of Popadich's conviction.

On appeal, a majority of the Appellate Division modified to declare that State Farm was required to provide benefits under the Mandatory PIP and Coverage S endorsements and, as so modified, affirmed (55 AD3d 281 [2d Dept 2008]). The Court determined that State Farm was not required to provide UM benefits because the purpose of statutorily required uninsured motorist coverage is to provide an individual with the same level of coverage he or she would be entitled to if injured in an accident with an insured motorist covered by an applicable policy. Since a standard liability policy would not have covered Popadich for his intentional criminal conduct, the Court found that Langan's UM coverage was not applicable under the circumstances presented here. However, the Court determined that in other contexts it was appropriate to determine whether a particular event was an accident from the insured's point of view, that the incident was clearly unexpected from decedent's perspective and that, as a result, State Farm was required to provide coverage under the PIP and S Coverage endorsements.

Two Justices dissented in part and would have affirmed Supreme Court's order declaring that State Farm was not required to provide coverage. The dissent agreed that Langan was not entitled to UM benefits under current law based on Popadich's intentional conduct, but observed that there had been a recent national trend to allow for coverage in similar circumstances and that strong public policy considerations weighed in favor of coverage. The dissent would have denied PIP and S Coverage benefits based on the law of the case and, in any event, disagreed that the same term should be interpreted differently within the same policy. Both parties appeal pursuant to leave granted by the Appellate Division, which certified for our review the question of whether its order was properly made. We modify and answer the certified question in the negative. Continued Next Page ⇨

Court Of Appeals Rules Injury An Accident, Cont'd

This appeal turns on whether decedent's injuries were caused by an accident within the meaning of the policy. Although the endorsements at issue do not define the term "accident," we have previously held that it is not to be "given a narrow, technical definition," but should be interpreted according to how it would be understood by the average person (*Miller v Continental Ins. Co.*, 40 NY2d 675, 676 [1976]). We have determined that, for purposes of automobile insurance policies, the term "accident" means an event typically involving violence or the application of external force (*see Michaels v City of Buffalo*, 85 NY2d 754, 758 [1995]). In order to determine whether a particular event was "accidental, 'it is customary to look at the casualty from the point of view of the insured, to see whether or not . . . it was unexpected, unusual and unforeseen'" (*Miller*, 40 NY2d at 677 [citation omitted]). Although we have noted that the perspective of the injured victim should not be used to determine whether an accident has occurred, "'[b]ecause an injury is always fortuitous to a non-consenting victim'" (*Michaels*, 85 NY2d at 759 [citation omitted]), here we have the situation where the victim is also the insured.

It is clear that, viewed from the insured's perspective, the occurrence was an unexpected or unintended event — and therefore an "accident" — even though Popadich admittedly intended to strike decedent with the vehicle. The language of the policy also suggests that this type of situation would be covered as it was an accident caused by the use of a motor vehicle that did not have an applicable insurance policy. Significantly, Insurance Department regulations require that an automobile owner's liability insurance policy contain a provision specifying "that assault and battery shall be deemed an accident unless committed by or at the direction of the insured" (11 NYCRR § 60-1.1 [f]). Although the provisions at issue here do not involve liability coverage, the regulation is relevant to the understanding of the extent of coverage provided by the endorsements.

The argument against requiring coverage, advanced by State Farm and relied upon by the Appellate Division, is based on the general principle that mandatory uninsured motorist benefits are meant to provide coverage that is coextensive with, and not greater than, that afforded by a standard liability policy. They rely on our statement that the purpose of mandatory UM benefits is "'to provide the insured with the same level of protection he or she would provide to others were the insured a tortfeasor in a bodily injury accident'" (*Raffellini v State Farm Mut. Auto. Ins. Co., 9 NY3d 196*, 204 [2007], quoting *Matter of Prudential Prop. & Cas. Co. v Szeli*, 83 NY2d 681, 687 [1994]).

In support of its position, State Farm relies on *McCarthy v Motor Veh. Acc. Indem. Corp.* (16 AD2d 35 [4th Dept 1962], *affd* 12 NY2d 922 [1963]), a case where the plaintiff-victim was injured when the insured motorist committed an intentional assault against her using his vehicle. After the insurer denied coverage because the occurrence was not an accident within the meaning of the policy, plaintiff sought to recover under the policy's MVAIC endorsement — a statutorily required endorsement intended to afford coverage to a person injured by an uninsured or unidentified motorist, equal to that available to one injured by a motorist covered by an applicable liability policy (*see McCarthy*, 16 AD2d at 38). MVAIC is funded by assessments levied against all of the insurance companies licensed to conduct business in the state (*see McCarthy*, 16 AD2d at 39). *McCarthy* held that since an intentional assault committed by an insured motorist was not an accident subject to coverage under the standard liability policy, such an occurrence would likewise be excluded from coverage under the MVAIC endorsement (*see McCarthy*, 16 AD2d at 43). The Court also determined that allowing recovery under MVAIC would be inconsistent with the purpose for which the special fund had been established (*see McCarthy*, 16 AD2d at 44).

This case differs from *McCarthy* in two important respects. First, UM coverage, although required by statute, is part of the insured's own policy — a policy that the insured selected and for which he pays premiums. Benefits received through coverage under the UM endorsement do not come out of a State fund. Second, the insured is the victim in this case, not the tortfeasor, and the public policy against providing coverage for an insured's criminal acts is not implicated.

We hold that, consistent with the reasonable expectation of the insured under the policy and the stated purpose of the UM endorsement (to provide coverage against damage caused by uninsured motorists), the intentional assault of an innocent insured is an accident within the meaning of his or her own policy. The occurrence at issue was clearly an accident from the insured's point of view and Langan is entitled to benefits under the UM endorsement.

This result is also in keeping with the national trend toward allowing innocent insureds to recover uninsured motorist benefits under their own policies when they have been injured through the intentional conduct of another (*see e.g. American Family Mut. Ins. Co. v Petersen*, 679 NW2d 571 [Iowa 2004]; *Shaw v City of Jersey City*, 174 NJ 567, 811 A2d 404 [2002]; *Wendell v State Farm Mut. Auto. Ins. Co.*, 293 Mont 140, 974 P2d 623 [1999]). Although the above decisions are not binding on this Court, we are persuaded that the view that has been adopted by these jurisdictions is the better one.

For many of the same reasons, Langan is entitled to coverage under the PIP endorsement and Coverage S. The average insured's understanding of the term "accident" is unlikely to vary from endorsement to endorsement within the same policy. The occurrence, from the insured's perspective, was certainly unexpected and unforeseen and should be considered an accident subject to coverage. Continued Next Page ⇨

Court Of Appeals Rules Injury An Accident, Cont'd

Contrary to State Farm's argument, we perceive no danger that this result will frustrate efforts to fight fraud in the no-fault insurance system. Significantly, there is no allegation whatsoever of fraud in this case and it is patent that benefits should continue to be denied to those who intentionally cause their own injuries.

The argument that Langan is entitled to attorneys' fees was not addressed by the courts below and should be remitted to Supreme Court for its determination in the first instance.

Accordingly, the order of the Appellate Division should be modified, without costs, by granting defendant judgment declaring in accordance with this opinion and remitting to Supreme Court for further proceedings in accordance with this opinion, and, as so modified, affirmed. The certified question should be answered in the negative.

SMITH, J. (dissenting):

I would affirm the order of the Appellate Division.

As a general matter, it is true that whether a particular event is an "accident" should be viewed from the point of view of the insured. The insured here was Spicehandler, the event was an accident from his point of view, and his estate was therefore properly allowed to recover under the so-called PIP and Coverage S endorsements.

But uninsured/underinsured motorists (UM) coverage is different. Its purpose is to protect an insured who is injured by a tortfeasor without liability insurance — a purpose accomplished by putting the insured in the position that he would have been in if the tortfeasor had been insured. This requires a determination of whether the tortfeasor could have made a claim under a hypothetical policy of liability insurance — and the tortfeasor should thus be treated as the "insured" for purposes of analysis. Since Popadich drove his car into Spicehandler on purpose, the event was not an accident from Popadich's point of view; Popadich could not have obtained indemnification from a liability insurer; and Spicehandler's estate should not be permitted to recover under the UM endorsement.

This is essentially what we held when we affirmed the Appellate Division's decision in *McCarthy v Motor Veh. Acc. Indem. Corp.* (16 AD2d 35 [4th Dept 1962], *aff'd* 12 NY2d 922 [1963]). The majority tries to distinguish *McCarthy* on what it calls two grounds, which seem really to be one — that UM coverage is "part of the insured's own policy" and that "the insured is the victim in this case, not the tortfeasor" (majority op at 8). The distinction will not withstand analysis. The purpose of UM coverage is the same as the purpose of the MVAIC endorsement at issue in *McCarthy*: "to afford coverage," as the majority puts it, "to a person injured by an uninsured or unidentified motorist, equal to that available to one injured by a motorist covered by an applicable liability policy" (majority op at 7-8). The essential rationale for *McCarthy* is that the victim of an uninsured motorist should not be in a *better* position than the victim of an insured one. That rationale was sound in *McCarthy*, and is sound here.

I see no justification for departing from *McCarthy*. A more serious argument might be made — though it is not made here — for a more significant change in the law: modifying, in cases involving automobile liability policies required by statute, the general rule that liability insurance cannot cover intentional torts. As *McCarthy* mentions, a standard automobile liability policy provides coverage only for accidents, and thus would not cover "an assault and battery committed by the insured" (16 AD2d at 41; *see also, e.g.*, *Matter of Travelers Indem. Co. v Richards-Campbell*, 73 AD3d 1076 [2d Dept 2010]; *Matter of Aetna Cas. & Sur. Co. v Perry*, 220 AD2d 497 [2d Dept 1995]). This limitation seems to be derived from the long-established rule, based on public policy, that insurance may not indemnify a tortfeasor for intentional wrongdoing (*Messersmith v American Fid. Co.*, 232 NY 161, 165 [1921]; *Town of Massena v Healthcare Underwriters Mut. Ins. Co.*, 98 NY2d 435, 445 [2002]). Courts in some jurisdictions have made compulsory liability insurance an exception to this rule, reasoning that the purpose of liability insurance, to the extent that it is required by law, is to protect injured victims, not tortfeasors, and that victims should be protected no less against intentional than against negligent torts (*e.g.*, *Speros v Fricke*, 98 P3d 28, 36-38 [Utah 2004]; *Dotts v Taressa*, 182 W Va 586, 390 SE 2d 568 [1990]; *Wheeler v O'Connell*, 297 Mass 549, 9 NE 2d 544 [1937]). Whether such an exception is justified, and if so whether it should be created by judges or by legislators, are questions that we should not address until we have a case that presents them.

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Order modified, without costs, by granting defendant judgment declaring in accordance with the opinion and remitting to Supreme Court, Nassau County, for further proceedings in accordance with the opinion herein, and, as so modified, affirmed. Certified question answered in the negative. Opinion by Chief Judge Lippman. Judges Ciparick, Graffeo, Pigott and Jones concur. Judge Smith dissents and votes to affirm in an opinion in which Judge Read oncurs. Decided March 29, 2011.

Footnotes

Footnote 1: This action solely concerns claims made under Langan's own policy — not the policy of either the driver or the vehicle.♦

Case Briefs

Forfeiture After Crime

Former Pennsylvania Superior Court judge, Michael Joyce, will forfeit his home to seizure ordered by Senior U.S. District Judge Maurice Cohill, Jr. His wife had an interest in the property.

Joyce is serving a 46-month sentence in federal prison for insurance fraud.

He was convicted of defrauding two insurance companies of $440,000 he collected for exaggerated neck and back injuries sustained in a low –speed auto accident. The accident occurred in 2001.

Joyce's wife challenged the forfeiture arguing that the move was unfair to her because she had committed no crime. However, the judge disagreed and indicated the innocent owner defense exists to protect her interest in the property. ♦

No Recovery

A federal court recently held that Pennsylvania Insurance Law precludes all coverage under a business owners insurance policy for a fire loss, when the company received a post-settlement first notice.

The policyholder's attorneys negotiated a settlement of the third-party liability case, and then sent a demand for indemnification to the policyholder's insurance carrier. The letter was sent more than three and one-half years after the fire occurred.

The court agreed with the insurance carrier that there was no coverage under the policy because of the failure of the policyholder to provide timely notice of the suit and the settlement agreement. The court also agreed that prejudice was sustained by the insurance carrier and that the policyholder had made voluntary payments. ♦

Privilege And Bad Faith

After being denied payment of an uninsured motorist claim of $200,000 for seven years, the insurer finally offered the money without an explanation.

The insured sued the insurer under the Unfair Insurance Practices Act, 42 Pa.C.S.A. §8371 for interest on the amount of claim from the date the claim was made. The insured requested copies of the documents the insurance company had created while administrating his claim. The insurance company refused, citing the attorney-client privilege.

As a result of this case, the Pennsylvania Supreme Court held that in Pennsylvania, the attorney-client privilege operates in a two-way fashion to protect confidential communications made for the purpose of obtaining professional legal advice. ♦

From The Department

OGC Op. No. 11-01-02

Editor's Note: Below is the text of an opinion issued by the State of New York Insurance Department Office of General Counsel regarding cancellation of a business owners policy due to a change in occupancy.

The Office of General Counsel issued the following opinion on February 7, 2011, representing the position of the New York State Insurance Department.

Re: Cancelling a Business Owners Insurance Policy Due to Change in Occupancy

Questions Presented:

1) May an insurer cancel a business owners insurance policy based on a material change in the occupancy and use of the property when the change occurred before the policy was renewed?

2) May an insurer issue a midterm rate increase on a business owners insurance policy based on a material change in the occupancy and use of the property when the change occurred before the policy was renewed?

Conclusions:

1) No. An insurer may not cancel a business owners insurance policy based on a material change in the occupancy and use of the property when the change occurred before the policy was renewed.

2) No. An insurer may not issue a midterm rate increase on a business owners insurance policy based on a material change in the occupancy and use of the property when the change occurred before the policy was renewed.

Facts:

A property/casualty insurer wrote a business owners insurance policy since October 10, 1999 for a commercial property landlord. An inspection by the insurer in 2005 revealed that the tenants occupying the insured property included a law office, retail store and natural food store on the first floor, and the insured's office and apartment on the floor above. The insurer inspected the property again in 2010 and discovered that the tenants that now occupy the insured property are, on the ground floor, a lounge/bar that provides entertainment and, on the second floor, a restaurant and kitchen. Because the insurer does not write lounge/bar risks, the property does not meet its underwriting guidelines.

"ISO New Changes, BP 15 01 paragraph A.2.b. Cancellation of Policies in Effect For More Than 60 Days," which the insurer included in its business owners policy, reads as follows:

(e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

The insurer did not become aware of the change in occupancy of the insured property until it inspected the property in 2010, which occurred after the most recent renewal of the policy. The policy's declarations page indicates that coverage is rated on the basis of occupancy of the property by an office, retail store, and apartment. The premium, if calculated based on the actual occupancy, would be 22 percent higher than the current premium.

Analysis:

Cancellation Due to Change in Occupancy

New York Insurance Law § 3426 (McKinney 2007), which applies to most property/casualty commercial lines insurance (e.g., a business owners insurance policy), is relevant to this inquiry. That statute sets forth, among other things, the minimum cancellation provisions applicable to such policies.

Pursuant to Insurance Law § 3426(b), an insurer may cancel a new commercial lines insurance policy during the first sixty days the policy is in effect for any reason not prohibited by law. Thus, Insurance Law § 3426(b) provides a "free look" period of sixty days, during which time an insurer may complete its review of the risk and determine whether the risk meets its underwriting standards. After the sixty-day "free look" period has expired, however, an insurer may not cancel coverage during the policy term or any renewal thereof unless cancellation is based on one of the criteria specified in Insurance Law § 3426(c). The specific criterion that is relevant to this inquiry is set forth in Insurance Law § 3426(c)(1)(E), which reads as follows:

(c) After a covered policy has been in effect for sixty days unless cancelled pursuant to subsection (b) of this section, or on or after the effective date if such policy is a renewal, no notice of cancellation shall become effective until fifteen days after written notice is mailed or delivered to the first-named insured and to such insured's authorized agent or broker, and such cancellation is based on one or more of the following:

(1) With respect to covered policies:

* * *

(E) material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with the insurer's objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed . . . .

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OGC Op. No. 11-01-02 Cont'd

Insurance Law § 3426(c)(1)(E), which is recited near-verbatim in the cancellation provision that was included in the business owners policy, would permit the insurer to cancel the policy if there were a material physical change in the property insured, or a material change in the nature or extent of the risk insured, that occurred after the policy was issued or after the last annual renewal anniversary date of the policy. Because the insurer provided no evidence, and it appears extremely unlikely, that the occupancy of the property had changed after the insurer had issued the most recent renewal of the business owners insurance policy (i.e., the October 10, 2010 renewal), the insurer may not cancel the policy based on Insurance Law § 3426(c)(1)(E). The insurer has continually renewed the policy over the past ten years, and thus has had every opportunity to make proper inquiries about and inspect the property on a more regular basis.

Midterm Rate Increase

Insurance Law § 3426(d)(1) is relevant to this inquiry about the issuance of a midterm rate increase due to a material change in the occupancy and use of the insured property, which occurred before the policy was renewed. Insurance Law § 3426(d)(1) reads as follows:

After a covered policy has been in effect for sixty days, or on and after the effective date if such policy is a renewal, no premium increase for the term of the policy shall be made to become effective unless due to and commensurate with insured value added, subsequent to issuance or the last renewal date, pursuant to the policy or at the insured's request or, in lieu of cancellation, where such increase is based upon one or more of the grounds for cancellation set forth in subparagraph (D) or (E) of paragraph one of subsection (c) of this section.

Because the insurer is neither providing added value to the policy nor has a basis under Insurance Law § 3426(c)(1)(D) [1] or (E) to cancel the policy, it may not issue a midterm rate increase.

To increase the rate of the next renewal policy, the insurer must mail or deliver to the first-named insured and the insured's authorized agent or broker notice of the insurer's intention to condition the renewal of the policy on an increase in premium, pursuant to Insurance Law § 3426(e), because the rate increase will be more than ten percent. There are additional requirements that apply to the mailing or delivery of a conditional renewal notice in Insurance Law § 3426, which should be read in its entirety to ensure full compliance.

For further information you may contact Associate Attorney Sally Geisel at the New York City Office.

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[1] Insurance Law § 3426(c)(1)(D) permits cancellation of a renewed commercial lines insurance policy "after issuance of the policy or after the last renewal date, [for] discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period[.]" This section is not relevant to the circumstances presented here. ♦

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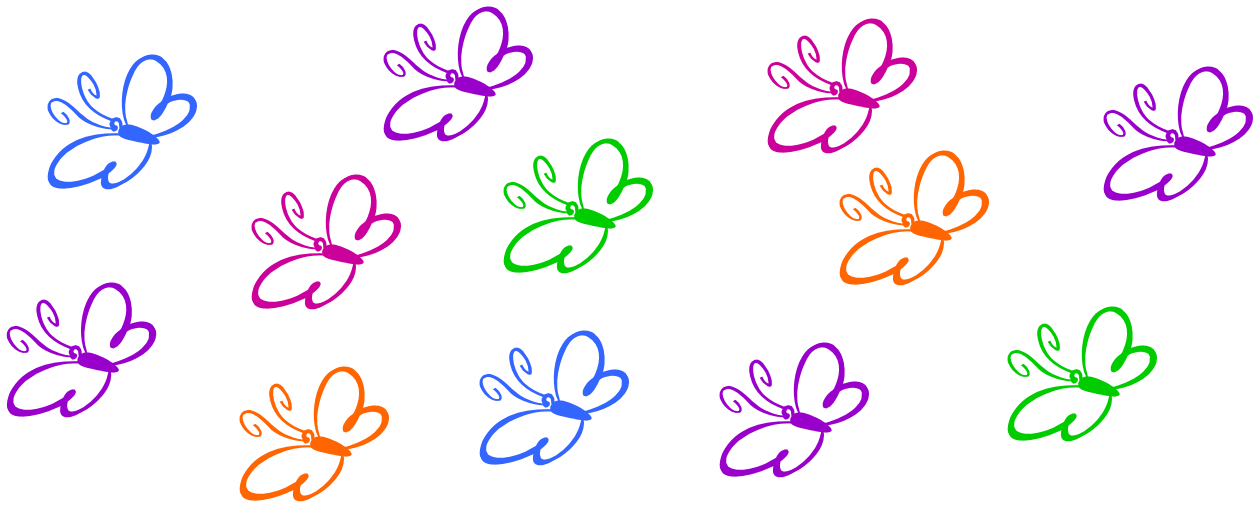

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Other States Case Notes

- **Michigan -** The Michigan Court of Appeals has reinstated a civil lawsuit brought by a cheerleader that accuses a Detroit area youth football league and team of negligence for her injury. Renee Sherry brought the suit on behalf of her daughter, Jessica, against the East Suburban Football League and Macomb Mustangs. Jessica was allegedly dropped while at a 2005 cheerleading camp practice.
- **Virginia -** A former employee has been awarded $25 million in a lawsuit against Exxon for asbestos-related medical problems. The plaintiff, Bert Minton, worked at 17 Exxon commercial oil tankers and then at Newport News Shipbuilding. He has mesothelioma and chose to sue Exxon.
- **Maryland -** The family of a 20 year old cyclist has sued the driver that struck him for $10 million. It is alleged that 83-year-old Jeanette Marie Walker violated traffic laws on February 26 when she turned into the path of Nathan Krasnopoler. Police have indicated he was riding in the bicycle lane at the time of the accident.
- **Rhode Island -** The Town of Johnson, Rhode Island does not have to pay $4.3 million in damages for claims resulting from a person being bullied and beaten by a police detective's daughter and two daughters of a town fire chief. The girls accused of the assault were held liable for a smaller amount of damages. ♦

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