

# \$1,200,000 Settlement for Injuries Sustained While Working at Newark International Airport

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March 1, 2015

[Christopher L. Musmanno, Esq.](#), Chair of the Personal Injury Department and Certified Civil Trial Attorney with the law firm of Einhorn, Barbarito, Frost & Botwinick, PC, Denville, NJ, announces a \$1.2 million settlement for injuries sustained on a the job at Newark International Airport.

On January 10, 2012 at approximately 5:45 a.m., the plaintiff was engaged in her employment as a signal person for the shipping company at its facility at Newark International Airport. The premises of the shipping facility at Newark Airport are owned, operated and maintained by the defendant. The plaintiff was assigned to provide signals to the operator of a FMC Loader, known as the Commander, at shipping company's exterior ramp. The Commander functions as a mobile platform that can be raised and lowered to the elevation of the aircraft's cargo door for the purpose of loading and unloading cargo containers. On the morning of the incident, it was very cold and neither the shipping company nor the defendant provided warming stations for its employees. Warming stations had been provided in the past but had been discontinued prior to this incident. To seek refuge from the cold, the plaintiff warmed herself with the exhaust of the unattended Commander. When the operator took the driver's position and began moving the Commander forward, the plaintiff was drawn underneath and dragged causing her serious injuries which included multiple surgeries and ultimately resulted in the amputation below the knee of her leg.

The defendant maintained throughout the litigation that it did not have a duty to prevent the subject incident because safety oversight of the shipping company's employees was the sole responsibility of the tenant and, therefore, Workers' Compensation was the plaintiff's exclusive remedy. The defendant further argued throughout the case that the existence of a duty is a question of law for the Court to decide and cannot be imposed or created by expert testimony. The plaintiff maintained that the defendant as a private commercial landlord owed an independent duty of care to the plaintiff based

upon its affirmative interaction with its tenant such that it should have known about the dangerous activity occurring on its tenant's property. After the defendant's Motion for an Order Granting Summary Judgment was denied as well as a subsequent Motion for an Order Seeking Reconsideration of the denial of Summary Judgment, the case was scheduled for trial on May 11, 2015.

Prior to trial, and with the defendant having filed a motion for interlocutory appeal, the parties agreed to mediate the matter on March 24, 2015. At that time, the parties, through their respective counsel, agreed to resolve the matter in its entirety for the amount of \$1,225,000.00.

*Results may vary depending on your particular facts and legal circumstances.*