Premises Liability

SERVICES

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RELATED ATTORNEYS

Kevin R. Kratzer

Timothy R. Scannell

Boyle | Shaughnessy Law shareholders Timothy Scannell and Kevin Kratzer recently obtained judgment as a matter of law in favor of their client, a company engaged in servicing diesel generators, in an action filed in the Stamford Superior Court in Stamford, Connecticut.

The plaintiff in the case alleged that our client was negligent in failing to properly identify, report and remedy a defective metal doorsill where the plaintiff was required to step in order to perform his work on the subject generator. The plaintiff, an electrician, had stepped onto the subject metal doorsill while in the course of his employment, and fell several feet to the ground. The plaintiff alleged the doorsill and the premises did not meet OSHA standards, and that our client should have been aware of the allegedly defective condition based upon multiple visits to the premises. The plaintiff further argued that our client had a duty of care based upon an admission of our client's representative.

We argued that our client's duty of care was established through their contract with the property manager, and that any extrinsic evidence derived from our client's statements was inadmissible pursuant to the parol evidence rule. The Court decided that our client's contractual obligations were clear and unambiguous and that no evidence outside of the contract would dictate our client's responsibilities. Ultimately, the Court agreed with our argument that our client did not owe a duty of care to the plaintiff as our client did not have control over the area where the plaintiff fell, and did not assume a duty to identify or remedy defective conditions.

The plaintiff alleged to have sustained a comminuted fracture of his elbow and a permanent disability as a result of the subject accident. He underwent multiple surgeries to his elbow, and claimed that there was a strong likelihood of multiple future surgeries. The plaintiff's demand was $1,200,000.00 at the time of the decision rendered by the Court.

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