

DOCKET NO: CV-00-0503145-S : SUPERIOR COURT
FAITH K. MARSELI : JD OF NEW BRITAIN
VS. :
STEVEN ZAMBESI, ET AL : JUNE 1, 2001

ARBITRAL AWARD

This matter was heard by the undersigned as an arbitrator on or about May 25, 2001.

I find the following facts:

1. Plaintiff Faith Kowalski Marseli of 342 Farmington Avenue, Second Floor, New Britain, Connecticut was driving her 1988 Ford on Farmington Avenue (Route 4), Farmington, Connecticut near the University of Connecticut ("UConn") Medical Center on July 6, 1998.

2. Plaintiff was acting within the scope of her employment at all material times.

3. Immediately before the accident, Plaintiff was stopped behind 1987 Chrysler owned and driven by Jill M. Tolassi (not a party to this action). Both cars were stopped at a red stop light at the entrance to The Exchange (a local

office building) and the UConn Health Center.

4. Defendant Steven J. Zambesi of 59 Geordan Avenue, Wrentham, Massachusetts was driving a 1995 International Truck which his employer (Defendant George Melhado & Company of 10 Merchant Street, Sharon, Massachusetts) leased from Defendant Penske Truck Leasing Corp. of Route 10, Greenhills, Redding, Pennsylvania.

5. The brakes on the truck failed, causing it to crash into the rear of Plaintiff Faith Kowalski Marseli's motor vehicle. In turn, Plaintiff's Ford crashed into the rear of Jill M. Tolassi's Chrysler.

5. Plaintiff Faith Kowalski Marseli sustained injuries to her right knee, cervical spine and lumbar spine as a result of the accident. Given Plaintiff had no health insurance and the recommendation of the emergency room physician, Plaintiff delayed several months in getting further treatment (other than the initial emergency room visit).

6. Plaintiff incurred the following medical bills as a result of the accident:

American Medical Response	\$	318.00
UConn Health Center		139.89
Prescriptions		27.39
Shaw Chiropractic		2,175.00
Nutmeg Medical Center		2,429.00
The Eyeglass Place		247.00
<u>Total</u>	\$	<u>5,336.28</u>

6. It is reasonably expected that Plaintiff will expend another \$400.00 to have her knee further examined by a surgeon. She delayed having this examination because she did not have health insurance. However, there is no real showing how likely arthroscopy surgery will be required on her knee (and the likely complications would seem to outweigh the advantages). Therefore, no award will be made for that surgery.

7. Plaintiff suffered a five percent (5%) permanent partial disability of her cervical spine, five percent (5%) permanent partial disability of her lumbar spine and a five percent (5%) permanent partial disability to her right knee from the accident. During rainy or damp weather, Plaintiff is required to walk with a cane due to the permanent injuries to her right knee.

8. There was no showing of lost wages due to the accident. It is likely those wages were fully compensated during the Workers' Compensation proceedings related to this matter.

9. Plaintiff has suffered damages totaling \$28,700.00 because of Defendant Steven J. Zambesi, Defendant George Melhado & Company and Defendant Penske Truck Leasing Corp.'s actions. This figure includes all medical expenses and other special damages.

Judgment shall enter in favor of Plaintiff against Defendant Steven J. Zambesi, Defendant George Melhado & Company and Defendant Penske Truck Leasing Corp. for \$28,700.00 plus costs to be taxed.

Dated at Meriden, Connecticut on this 1st day of June, 2001.

Houston Putnam Lowry, Esq.
Arbitrator

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed on this 1st day of June, 2001 to:

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