

The Alabama Jury Verdict Reporter

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Civil Jury Verdicts

Complete and timely coverage of civil jury verdicts in Alabama including circuit, presiding judge, parties, case number, attorneys and results.

Auto Negligence - An elderly driver and her passenger claimed to have suffered exacerbation of pre-existing conditions when they were rear-ended after stopping in traffic due to a fallen tree

Pate, et al. v. Combs, 20-900347

Plaintiff: Frank Ozment, Mountain Brook

Defense: Amanda Graham, *Gaines Gault Hendrix, P.C.*, Birmingham

Verdict: Defense verdict

Circuit: Walker, 3-13-24

Judge: Gregory M. Williams

On 11-26-18, the elderly Miriam Tidwell (then in her early 70s) was driving east in a van on 19th Street in Jasper. Tidwell's passenger that day was Michelle Pate, who was some twenty years younger than Tidwell. Behind the Tidwell van was a vehicle being driven by Matthew Combs and owned by Combs Broadcasting, Inc.

The parties offer differing accounts of what happened next. According to Tidwell and Pate, they came upon a large tree that had fallen into the middle of the road. Tidwell slowed to a stop and then turned slightly to the left and waited for oncoming traffic to clear so she could drive around the tree. An instant later, Combs rear-ended the Tidwell van.

Both Tidwell and Pate claimed to have suffered exacerbation of pre-existing conditions. More specifically, Tidwell complained of injuries to her neck and back. Pate claimed injuries to her neck, back, and right knee. The record does not reveal the amounts of Tidwell's or Pate's medical expenses.

Tidwell and Pate filed suit against Combs and blamed him for crashing into them. Although plaintiffs also named Combs Broadcasting, Inc. and

Alfa Insurance in the case caption as co-defendants, the body of the complaint made no specific claims against either of those two entities.

Alfa Insurance opted out of the case, and the court granted a defense motion to dismiss Combs

Broadcasting, Inc. on grounds of failure to state a claim. The litigation proceeded thereafter solely on the claim against Combs individually.

Interestingly, it seems that Pate is an attorney, and she represented both herself and Tidwell during much of the litigation. However, Combs's counsel eventually filed a motion to have Pate disqualified as counsel for plaintiffs on the ground that she was prohibited from serving as an attorney in a case wherein she was also a key witness.

The court granted the motion to disqualify and ordered Pate to retain counsel or face the dismissal of her claim. Pate complied with the order, and attorney Ozment took over the representation of plaintiffs from that point onward.

For his part, Combs offered his own version of how the crash happened. According to him, both vehicles were in motion when the tree suddenly fell on top of and in front of his vehicle. He slammed on his brakes and found that the tree was so large he could not open his driver's side door to investigate.

Combs then backed up in order to extricate himself from his predicament. He took photos of the tree and the damage. However, he claims that as soon as the tree fell a man with a chainsaw appeared in the road and began cutting up the tree. Thus, the photos do not show the scene in its original condition.

In any event, Combs's recollection was that the tree had not fallen in front of plaintiffs before they arrived. Rather, it had fallen *between* the two vehicles – as well as partially *on* Combs's vehicle – at the moment they arrived on the scene.

Additionally, Combs noted that plaintiffs told different versions of their story at different times. At one point they told the ER doctors that the tree fell in the road in front of them and they couldn't stop in time. Later they claimed they had stopped when Combs rear-ended them. In both versions plaintiffs said the impact of the crash pushed them over the tree.

Finally, Combs argued that the falling of the tree presented him with a sudden emergency. In the confusion and chaos of being hit by a falling tree, it was both understandable and excusable that Combs rear-ended plaintiffs.

The case was tried for three days in Jasper. The jury deliberated for approximately twenty minutes before returning a verdict for Combs. The court entered a defense judgment.

Case Documents:

[Defense Motion to Disqualify](#)
[Order on Motion to Disqualify](#)
[Jury Verdict](#)
[Final Judgment](#)

Breach of Contract - Plaintiffs hired a contractor to build an in-ground swimming pool in the back yard of their new home; plaintiffs claimed the contractor ultimately abandoned the project before completion, while the contractor counterclaimed for breach of contract and claimed plaintiffs failed to pay the full contract price

Gvodas v. All-Star Pools, 22-901096

Plaintiff: Robert V. Rodgers, Huntsville

Defense: Dustin C. Paseur, *Paseur Law Firm, PLLC.*, Huntsville

Verdict: Defense verdict on claims by Gvodas; \$41,057 for All-Star Pools on counterclaim

Circuit: **Madison**, 1-24-24

Judge: Patrick M. Tuten

In January of 2021, Michael and Christine Gvodas were building a new home on their property located at 112 Forest Ridge Drive in Huntsville. As part of that project, the Gvodases contracted on 1-25-21 with a company called All-Star Pools to build them an in-ground swimming pool in their back yard.

The contract price for the pool construction was \$65,550. The agreement was that the price was to be paid on a schedule of installments as the project was completed. All-Star Pools got to work, but things did not turn out as the parties had planned.

According to the Gvodases, the pool construction failed to conform in a variety of ways with the design specifications. Additionally, there were several respects in which the construction allegedly failed to comply with various building codes. The Gvodases claim that All-Star Pools never actually completed the project and ultimately abandoned it on 1-11-22.

The Gvodases filed suit against All-Star Pools and alleged counts for both breach of contract and

negligence. Plaintiffs claimed that All-Star Pools did not live up to the terms of the contract and that the construction the company did perform was not done in a workmanlike manner.

All-Star Pools defended the case and filed a counterclaim against the Gvodases on a count for breach of contract. According to All-Star Pools, the company completed the construction in accordance with the contract, and the pool was operational as of 12-2-21.

Although the Gvodases did make payments on the contract initially, they did not pay the full amount. All-Star Pools claimed the Gvodases still owed the company \$23,058, plus interest and reasonable collection costs.

During the course of the litigation All-Star Pools served discovery requests on the Gvodases. Those requests included a set of requests for admission. When the Gvodases failed to respond to those requests despite being reminded they were outstanding, All-Star Pools filed a motion for the assertions contained in the request for admissions to be deemed admitted. The court granted the motion.

The case was tried for three days in Huntsville. The jury returned a defense verdict for All-Star Pools on plaintiffs' claims for breach of contract and negligence. The jury then went on to find for All-Star Pools on its counterclaim for breach of contract and awarded the company damages of \$41,057. The court entered a judgment that reflected the verdict.

Case Documents:

[Jury Verdict](#)