

**Segarra v Brookdale Univ. Hosp. & Med. Ctr.**

2020 NY Slip Op 33038(U)

September 15, 2020

Supreme Court, Kings County

Docket Number: 9135/10

Judge: Marsha L. Steinhardt

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This opinion is uncorrected and not selected for official publication.

At Part MMTRP of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse located at **360 Adams Street**, Brooklyn, N.Y. on the 15th day of **September**, 2020

P R E S E N T:

HONORABLE MARSHA L. STEINHART, J.S.C.

**INDEX NO. 9135/10**

MARIA V. SEGARRA, as Administratrix of the Estate Of EULOGIO SEGARRA, deceased, and MARIA V. SEGARRA, individually,

Plaintiffs,

**ORDER**

-against-

BROOKDALE UNIVERSITY HOSPITAL and MEDICAL CENTER, FREDERICK GULMI, M.D. and ASHRAF SAMAN, M.D.,  
Defendants.

Upon the annexed Affirmation of John E. Quinn, Esq., and the Affidavit of the Administratrix, Maria Segarra, and having met with the attorneys for all parties at multiple conferences culminating in a settlement agreement reached in chambers and with the guidance, assistance and approval of the Court on July 25<sup>th</sup>, 2019 between the attorneys for the plaintiffs and the attorneys for the defendants, and upon the pleadings and papers heretofore had in this case, and it appearing that the best interests of the Estate will be served, pursuant to EPTL Section 5-4.6, it is Now

ORDERED, that the restrictions in the letters of Administration are lifted, and Maria Segarra as Administratrix of the Estate of EULOGIO SEGARRA, is hereby authorized to execute General Releases of all causes of action asserted in the above captioned complaint, together with any and all papers necessary to effectuate the settlement herein; and her attorneys authorized to execute a Stipulation of Discontinuance; and it is further

ORDERED, that all claims, cross-claims or counterclaims by and between Plaintiffs and the Defendants FREDERICK GULMI, M.D. and ASHRAF SAMAAAN, M.D., are discontinued with prejudice and without costs against any party, and it is further;

ORDERED, that the claims against Defendant BROOKDALE UNIVERSITY HOSPITAL MEDICAL CENTER is settled for the sum of \$600,000.00, all on the claim for wrongful death, with all other claims to be discontinued with prejudice, to be paid out in seven (7) yearly installments of \$85,714.28 (1<sup>st</sup> Payment), \$85,714.28 (2<sup>nd</sup> Payment), \$85,714.28 (3<sup>rd</sup> Payment), \$85,714.29 (4<sup>th</sup> Payment), \$85,714.29 (5<sup>th</sup> Payment), \$85,714.29 (6<sup>th</sup> Payment) and \$85,714.29 (7<sup>th</sup> Payment), as set forth below, and it is further;

ORDERED, that Plaintiff's attorneys fee shall be set in the amount of \$154,749.10 and shall be paid out in equal installments as set forth below, and it is further:

ORDERED, that Plaintiff's attorneys' disbursements in the amount of \$13,754.50, shall be reimbursed out of the first installment payment of the settlement funds as set forth below, and it is further;

ORDERED, that Defendant BROOKDALE UNIVERSITY HOSPITAL MEDICAL CENTER, or its representatives or insurers, shall make payment of said settlement which totals \$600,000.00 as follows:

1. Defendant Brookdale University Hospital Medical Center, or its representatives or Insurers shall, within ninety (90) days after defendant's receipt of duly executed closing documents including this Order approving the settlement pursuant to EPTL Section 5-4.6, Settlement Agreement and Release, Stipulation of Discontinuance, final lien letters and/or non assert letters from Medicare and Medicaid, and a Letter on plaintiff's attorney's firm's letterhead including tax identification number and social security numbers for each individual receiving a settlement check

as its first (1<sup>st</sup>) payment issue a check in the sum of \$22,107.10 made payable to John E. Quinn, Esq., as the attorney's fees herein, and a check in the sum of \$13,754.50, made out to John E. Quinn, Esq., in reimbursement of his disbursements, and a check in the sum of \$49,852.68 made payable to the Estate of EULOGIO SEGARRA and John E. Quinn, as attorney, by over-night mail to 218 E. Park Avenue #303, Long Beach, NY 11561. Said amounts shall be held in escrow until proof of filing of the Petition for Distribution in the Surrogate's Court, Kings County.

2. Defendant Brookdale University Hospital Medical Center or its representatives or insurers shall issue on the one year anniversary of the date of the prior payment, as its second (2<sup>nd</sup>) payment, a check in the sum of \$63,607.28 made payable to the Estate of EULOGIO SEGARRA and John E. Quinn, as attorney, and a check in the sum of \$22,107.00 made payable to John E. Quinn, Esq., as attorney's fees herein, by overnight mail to John E. Quinn, Esq., 218 E. Park Avenue #303, Long Beach, NY 11561 unless notified of a change of address by Certified Mail Return Receipt Requested to the attorneys for Defendants, within thirty (30) days of the due date for said payments

3. Defendant Brookdale University Hospital Medical Center or its representatives or insurers shall issue on the one year anniversary of the date of the prior payment, as its third (3<sup>rd</sup>) payment, a check in the sum of \$63,607.28 made payable to the Estate of EULOGIO SEGARRA and John E. Quinn, as attorney, and a check in the sum of \$22,107.00 made payable to John E. Quinn, Esq., as attorney's fees herein, by overnight mail to 218 E. Park Avenue #303, Long Beach, N.Y. 11561, unless notified of a change of address by Certified Mail Return Receipt Requested to the attorneys for Defendants, within thirty (30) days of the due date for said payments.

4. Defendant Brookdale University Hospital Medical Center or its representatives or insurers shall issue on the one year anniversary of the date of the prior payment, as its fourth (4<sup>th</sup>)

payment, a check in the sum of \$63,607.29 made payable to the Estate of EULOGIO SEGARRA and John E. Quinn, as attorney, and a check in the sum of \$22,107.00 made payable to John E. Quinn, Esq., as attorney's fees herein by overnight mail to John E. Quinn, Esq., 218 E. Park Avenue #303, Long Beach, NY 11561 unless notified of a change of address by Certified Mail Return Receipt Requested to the attorneys for Defendants, within thirty (30) days of the due date for said payments.

5. Defendant Brookdale University Hospital Medical Center or its representatives or insurers shall issue on the one year anniversary of the date of the prior payment, as its fifth (5<sup>th</sup>) payment, a check in the sum of \$63,607.29 made payable to the Estate of EULOGIO SEGARRA and John E. Quinn, as attorney, and a check in the sum of \$22,107.00 made payable to John E. Quinn, Esq., as attorney's fees herein, by overnight mail to 218 E. Park Avenue #303, Long Beach, N.Y. 11561, unless notified of a change of address by Certified Mail Return Receipt Requested to the attorneys for Defendants, within thirty (30) days of the due date for said payments .

6. Defendant Brookdale University Hospital Medical Center or its representatives or insurers shall issue on the one year anniversary of the date of the prior payment, as its sixth (6<sup>th</sup>) payment, a check in the sum of \$63,607.29 made payable to the Estate of EULOGIO SEGARRA and John E. Quinn, as attorney, and a check in the sum of \$22,107.00 made payable to John E. Quinn, Esq., as attorney's fees herein by overnight mail to John E. Quinn, Esq., 218 E. Park Avenue #303, Long Beach, NY 11561, unless notified of a change of address by Certified Mail Return Receipt Requested to the attorneys for Defendants, within thirty (30) days of the due date for said payments.

7. Defendant Brookdale University Hospital Medical Center or its representatives or insurers shall issue on the one year anniversary of the date of the prior payment, as its seventh (7<sup>th</sup>) payment,

a check in the sum of \$63,607.29 made payable to the Estate of EULOGIO SEGARRA and John E. Quinn, as attorney, and a check in the sum of \$22,107.00 made payable to John E. Quinn, Esq., as attorney's fees herein, by overnight mail to 218 E. Park Avenue #303, Long Beach, N.Y. 11561, unless notified of a change of address by Certified Mail Return Receipt Requested to the attorneys for Defendants, within thirty (30) days of the due date for said payments, and it is further;

ORDERED that plaintiffs, in consideration of the above settlement, shall discontinue all causes of action against the remaining defendants and the cause of action for pain and suffering against the settling defendant, without costs to any party.

ORDERED, that John E. Quinn, Esq., shall continue to serve as attorney for the Estate until the entry of a final decree in the Surrogate's Court.

ORDERED, as for all sums payable to the Estate, if the Surrogates Court has not yet issued a Decree directing distribution, said amounts shall be held in an interest-bearing escrow account to be distributed pursuant to the decree of Surrogate's Court, Kings County.

ENTER:



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HONORABLE MARSHA L. STEINHART, J.S.C.