

**THE GREATEST COURTROOM DRAMA OF ALL TIME!**  **RICHARD THOMAS** **TWELVE ANGRY MEN** A Play by REGINALD ROSE Directed by SCOTT ELLIS **Fisher Theatre Oct. 30–Nov. 18** **DIRECT FROM BROADWAY** American Airlines AmericanAirlines.com A ROUNDABOUTTHEATRECOMPANY PRODUCTION

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## Verdicts & Settlements

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# Jury: 'No cause' in breach of surgical contract claim

## Doctor's answers to plaintiff's questions were nonbinding

Lynn Coron alleged Dr. John A. Sandin III entered into a contract, wherein he guaranteed he would cure her back problems and she would be able to continue working as an L.P.N. in a group home.

Coron's surgical procedure was correctly completed and in good alignment. Nevertheless, she continued to complain of back and leg pain, requiring increased doses of narcotics. Therefore, Coron claimed she was unable to perform any type of work, even though she had no physical restrictions to returning to work.

The basis for asserting a breach of contract claim was the fact that Sandin wrote answers to her written questions on whether she would be able to work and any possible restrictions. Sandin simply wrote "yes" to the question of whether she could return to work.

Coron's interpretation was that this guaranteed that she would go back to work without complaints following spinal surgery. The jury did not believe there was a binding contract.

According to counsel for Sandin, Grand Rapids attorney Delores A. **Sears-Ewald**, the key to winning came with proving her client's written answers to some of his patient's pre-surgical questions did not constitute the offer, consideration, and acceptance that form a contract.

**Type of action:** Breach of contract regarding surgical patient

**Type of injuries:** Failure of neurosurgeon to provide patient with 100 percent relief from pain following spinal surgery, as allegedly guaranteed

**Name of case:** *Coron v. Sandin*

**Court/Case no./Date:** U.S. District Court — Western District of Michigan; 2:05-CV-5; May 24, 2007

**Tried before:** Jury

**Name of judge:** R. Allen Edgar

**Demand:** Policy limits

**Highest offer:** None

**Verdict amount:** No cause

**Most helpful experts:** Dr. Marc J. Ackerman, Glendale, Wis.; Dr. John M. Cilluffo, Petoskey; John Petrovich, Grand Rapids

**Insurance carrier:** ProAssurance

**Attorney for plaintiff:** Withheld

**Attorney for defendant:** Delores A. Sears-Ewald

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