

ORIGINAL FILED
JAN - 8 2009
LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

In the Matter of the Agreed Controversy
Between:

DENNIS QUAID AND KIMBERLY QUAID,
individually,

AND

CEDARS-SINAI MEDICAL CENTER

Case No.: BS118282

~~[REDACTED]~~ RULING ON PETITION
FOR DETERMINATION OF GOOD
FAITH SETTLEMENT

Department: 71
Hearing Date: January 8, 2009
Moving Party: Cedars-Sinai Medical Center

I. LEGAL STANDARD

Under CCP § 877.6, a good faith settlement discharges the settling defendant from liability for contribution or indemnity to any other joint tortfeasor. Guidelines for determining a good faith settlement include: (1) assessing whether the settlement reflects the rights and liabilities of the parties; (2) the amount paid; (3) the allocation among plaintiffs; (4) recognizing that the amount will normally be less than the defendant would pay upon losing at trial; (5) defendants' insurance policy limits and financial condition; and (6) existence of collusion, fraud or tortious conduct aimed at injuring the interests of other defendants. *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.* (1985) 38 Cal.3d 488, 499: "The party asserting the lack of good faith, who has the burden of proof on that issue (§ 877.6, subd. (d)), should be permitted to

1 demonstrate, if he can, that the settlement is so far 'out of the ballpark' in relation to these factors
2 as to be inconsistent with the equitable objectives of the statute. Such a demonstration would
3 establish that the proposed settlement was not a 'settlement made in good faith' within the terms
4 of section 877.6." *Tech-Bilt, Inc.*, 38 Cal.3d at 499-500.

5 **II. DISCUSSION**

6 The motion for determination of good faith settlement is unopposed by nonsettling
7 parties. Therefore, the motion may be granted without consideration of the *Tech-Bilt* factors and
8 on the basis of setting forth the ground of good faith and a brief background of the case. *City of*
9 *Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d 1251, 1261.

10 This matter arises from the treatment of Zoe Grace Quaid and Thomas Boone Quaid
11 ("Minor Claimants"), the children of Dennis Quaid and Kimberly Quaid ("Claimant Parents"),
12 on November 18, 2007 at Cedars-Sinai Medical Center. This settlement for \$750,000.00 only
13 involves the Claimant Parents and Cedars-Sinai Medical Center. See Pivo & Loggans Decl. ¶¶
14 4-5. Pursuant to Civil Code § 3333.2, the Court finds the settlement to be reasonable. Baxter
15 Healthcare Corporation, against whom an action was previously filed on behalf of the Minor
16 Claimants (see Pet. p. 3:12-19), has not opposed this motion (see Finnegan Decl. ¶ 3).
17 Therefore, the Court finds this settlement to be in good faith.

18 **III. CONCLUSION**

19 Based on the above, the Court makes the following rulings:

20 Petition for Determination of Good Faith Settlement is GRANTED.

21
22 Dated: January 8, 2009

23 **Soussan G. Bruguera**

24 Hon. Soussan G. Bruguera
25 Superior Court Judge

1 November 9, 2015, which is determined to be related to the events of November 17, 2007, such
2 treatment will be provided at CSMC at no hospital cost to the minor Claimants.

3 6. The terms of the settlement agreement are confidential in order to maintain the privacy
4 rights of the parties. However, the parties have agreed to the limited disclosures set forth herein and as
5 may be required by law.

6 7. The settlement is the compromise of a disputed Claim. There is no admission of liability
7 by CSMC.

8 8. The settlement is the result of extensive negotiations between the parties and their
9 respective legal representatives, and is intended to avoid the time, expense, and uncertainty of litigation
10 for all parties.

11 9. The Claimants have not yet filed any litigation against CSMC, and it has not yet been
12 disclosed what causes of action Claimants would plead if they filed an action against CSMC directly. It is
13 anticipated that the causes of action would be based on allegations of negligent acts or omissions by
14 CSMC as a health care provider in the rendering of professional services, and which acts or omissions
15 are the alleged proximate cause of injury. Accordingly, such causes of action by Claimants would be
16 subject to the provisions of MICRA.

17 10. Based on the provisions of MICRA, and specifically Civil Code § 3333.2, the reasonable
18 recovery for general damages would not exceed \$250,000.00 each for the Minor Claimants. There may
19 be special damages for loss of earnings and/or medical expenses, the amounts of which are unknown.
20 However, CSMC has agreed to provide medical care for treatment determined to be related to the events
21 surrounding this matter. Most, if not all, of the medical expenses would be covered by insurance, and
22 therefore, would be subject to the collateral source rule in Civil Code § 3333.1. Any future damages in
23 excess of \$50,000 would be subject to periodic payments pursuant to Code of Civil Procedure § 667.7.

24 11. The parties believe the settlement amount is within the reasonable range of CSMC's
25 proportionate liability for Claimant's injuries, given the limitations of MICRA, if liability were to be
26 found and the circumstances that exist at this time.

27 12. There was no collusion, fraud or tortious conduct aimed at making any non-settling
28 tortfeasors pay more than their fair share.

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13. No later than the date of filing of this motion, CSMC will give notice of this motion to
Baxter Healthcare Corporation by certified mail.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is
true and correct.

Dated: 5/15/09


KENNETH R. PIVO

Dated: 5/13/09


SUSAN E. LOGGANS

~~_____~~

STIPULATION TO GOOD FAITH DETERMINATION

It is hereby stipulated by and between Dennis Quaid and Kimberly Quaid as parents of Zoe Grace Quaid and Thomas Boone Quaid (referred to collectively herein as "Minor Claimants") through their attorneys, Susan E. Loggans & Associates, P.C., on the one hand, and Cedars-Sinai Medical Center ("CSMC") through its attorneys, Pivo, Halbreich, Martin, Wilson & Amo, LLP, on the other hand, as follows:

1. The parties have entered into a settlement of all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, attorney fees, and compensation whatsoever, which Minor Claimants now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown foreseen damages, including but not limited to, bodily and personal injuries and property damage, and the consequences thereof, resulting or to result from the accident, casualty, or events which occurred at Cedars-Sinai Medical Center on or about and subsequent to November 18, 2007 and/or related to events which could have been the subject of a lawsuit entitled *Dennis Quaid and Kimberly Quaid, individually vs. Baxter Healthcare Corporation, a corporation*, filed in the Circuit Court of Cook County, Illinois, Case Number 2007L013514, or which could have been the subject of a lawsuit by Dennis Quaid and Kimberly Quaid, individually, or as Guardians ad Litem for Zoe Grace Quaid and Thomas Boone Quaid against Cedars-Sinai Medical Center (referred to herein as the "Claim").
2. The terms of the settlement agreement are strictly confidential in order to maintain the privacy rights of the parties. However, the parties have agreed to the limited disclosures set forth herein and as may be required by law. CSMC is authorized to

give Baxter Healthcare Corporation notice of the settlement and motion for determination of good faith settlement of the Claim.

3. The settlement is the compromise of a disputed Claim. There is no admission of liability by CSMC.
4. The settlement is the result of extensive negotiations between the parties and their respective legal representatives, and is intended to avoid the time, expense, and uncertainty of litigation for all parties.
5. The settlement is made in good faith. The settlement amount is a reasonable and realistic value of CSMC's proportionate culpability if liability were to be found in light of the limitations of MICRA and the current medical situation. There was no collusion, fraud or tortious conduct aimed at making any non-settling tortfeasors pay more than their fair share.
6. It is agreed this settlement is conditioned upon approval by the Los Angeles Superior Court by way of an Order Approving a Petition for Minors' Compromise.

SO STIPULATED.

Dated: 5/13/09

SUSAN E. LOGGANS & ASSOCIATES, P.C.


Susan E. Loggans

Attorneys for Dennis Quaid and Kimberly Quaid, as
Guardians ad Litem for Zoe Grace Quaid and Thomas Boone
Quaid

Dated: 5/15/09


PIVO, HALBREICH, MARTIN, WILSON & AMO, LLC

Kenneth R. Pivo
Attorneys for Cedars-Sinai Medical Center

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES, CENTRAL JUDICIAL DISTRICT
10

11 IN THE MATTER OF THE AGREED)
12 CONTROVERSY BETWEEN:)
13 ZOE GRACE QUAID AND THOMAS)
14 BOONE QUAID, BY AND THROUGH)
15 THEIR GUARDIANS AD LITEM DENNIS)
16 QUAID AND SUSAN LOGGANS,)
AND)
17 CEDARS-SINAI MEDICAL CENTER.)

CASE NO.: BS118282
ASSIGNED FOR ALL PURPOSES TO:
HON. SOUSSAN G. BRUGUERA
DEPARTMENT 71

ORDER RE: GOOD FAITH
SETTLEMENT DETERMINATION
[CCP §877.6]

DATE: June 25, 2009
TIME: 10:00 a.m.
DEPT.: 71

20
21 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

22 Cedars-Sinai Medical Center's Notice of Petition and Petition for Determination of Good Faith
23 Settlement; Memorandum of Points and Authorities; Declaration of Kenneth R. Pivo and Susan E.
24 Loggans; Stipulation to Good Faith Determination; was heard on June 25, 2009, in Department 71 of
25 the Los Angeles County Superior Court located at 111 North Hill Street, Los Angeles, California.

26 After considering the moving papers, i.e. Notice of Petition and Petition for Determination of
27 Good Faith Settlement; Memorandum of Points and Authorities; Declaration of Kenneth R. Pivo and
28 Susan E. Loggans; and Stipulation to Good Faith; and

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1 WHEREAS a settlement has been reached by and between Zoe Grace Quaid and Thomas Boone
2 Quaid, by and through their Guardians ad Litem Dennis Quaid and Susan Loggans, and through their
3 attorneys, Susan E. Loggans & Associates, P.C., on the one hand, and Cedars-Sinai Medical Center
4 ("CSMC") through its attorneys, Pivo, Halbreich, Martin, Wilson & Amo, LLP, of all claims, actions,
5 causes of action, demands, rights, damages, costs, loss of services, expenses, attorney fees, and
6 compensation whatsoever, which Claimants now have or which may hereafter accrue on account of or
7 in any way growing out of any and all known and unknown foreseen damages, including but not
8 limited to, bodily and personal injuries and property damage, and the consequences thereof, resulting or to
9 result from the accident, casualty, or events which occurred at Cedars-Sinai Medical Center on or about
10 and subsequent to November 18, 2007 and/or related to events; and,

11 WHEREAS all parties have stipulated the above settlement was entered into in Good Faith
12 within the meaning and effect of Code of Civil Procedure §877.6; and

13 IT IS HEREBY ORDERED the above settlement was entered into in Good Faith between the
14 parties to the Agreement and within the meaning and effect of Code of Civil Procedure §877.6.

15 Dated: _____

JUDGE OF THE SUPERIOR COURT

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