

SOUTH CAROLINA Lawyers Weekly

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Jury awards \$4.4M for injuries from fallen elevator

By David Baugher

A man who was injured by a falling elevator in his newly purchased home will net more than \$4.4 million from a Georgetown County jury's verdict in a dispute over what the seller was obliged to disclose.

Chris Romeo and Michael Grabara of Thurmond Kirchner & Timbes in Charleston report that their client, Mate Steurer, was using the elevator for the first time when its cable snapped, allowing the car to plummet one floor from the kitchen to the garage. The impact left Steurer with two fractured heels requiring surgery.

Romeo said that the elevator was originally a dumbwaiter when the house was built in 2000 but was reconfigured for human transport not long after construction. Much of the case



Chris Romeo



Michael Grabara

hinged on a question in the disclosure statement that asked about any structural changes made to the home, which defendant Patricia Lacy sold to Steurer in 2015.

"This would fall under that, because the conversion didn't just include the actual lift itself in changing the mechanical and electrical elements, but also they had to do some work to expand the shaft and put in additional support beams," Romeo said.

If he'd known the elevator's history, Steurer would have had it examined since it wasn't covered under the standard home inspection and lacked basic safety features like an emergency braking system, Romeo said.

The two sides tried but failed to negotiate a high-low agreement before going to trial. The plaintiff's final offer was a range of

VERDICT REPORT— Failure to Disclose

AMOUNT: \$4,401,800 (after 35 percent reduction due to allocation of fault)

INJURIES ALLEGED: Bilateral calcaneus (heel bone) fractures

CASE NAME: Mate and Holly Steurer v. Patricia Lacy

COURT: Georgetown County Court of Common Pleas

CASE NO.: 2018-CP-22-007828

JUDGE: Debra McCaslin

DATE OF VERDICT: May 19

DEMAND: High/low agreement of \$2 million/\$600,000

HIGHEST OFFER: High/low agreement of \$300,000/\$50,000

MOST HELPFUL EXPERTS: Dr. Bryan Durig (mechanical engineer)

INSURANCE CARRIER: Travelers

ATTORNEYS FOR PLAINTIFF:

Chris Romeo and Michael Grabara of Thurmond Kirchner & Timbes in Charleston

ATTORNEYS FOR DEFENDANT:

J. David Banner of Aiken Bridges in Florence

\$600,000 to \$2 million, while the defendant's final offer was a range of just \$50,000 to \$300,000.

The case proceeded to trial without a high-low agree-

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—Chris Romeo

ment, and on May 19 the jurors awarded Steurer \$6,772,000 in damages, which was then reduced by 35 percent to reflect the amount of fault allocated to the plaintiff, leaving a recovery of \$4,401,800.

The jury awarded \$1.5 million for mental anguish and distress, \$1.5 million for pain and suffering, \$1 million for alteration of lifestyle, \$1 million for loss of enjoyment of life, \$589,000 for loss of earnings and income, \$500,000 for severe physical injuries, \$500,000 for permanent impairment, and \$183,000 in medical expenses.

Romeo said that Steurer is an airline pilot, and between recovery time and being re-cleared for his job by the Federal Aviation Administration, he missed two-and-a-half years of work and pay.

David Banner of Aiken Bridges in Florence represented Lacy. He didn’t return a request for comment, but Romeo said the defense contended that there was no re-

sponsibility to disclose the elevator since it had operated without difficulty since its installation.

“Our point was that you don’t just have to disclose defects,” Romeo said. “You also have to disclose substantial structural changes that have been made to the property.”

Romeo said the defense also claimed that the elevator had been installed before Lacy bought the home, and she’d had it regularly inspected by the installer, but Romeo said deed records indicated that Lacy was the owner when the modifications were thought to have been made, and the installer was no longer in business after 2005.

Romeo said that additional parties were initially named in the suit. The seller’s realtor reached a confidential settlement, and Romeo determined that the original general contractor hadn’t played a role in the elevator’s installation and the elevator’s installer was deceased.