CODOSSIER
November 5, 2026
REF **LT-20261105-66993F**

Spinal-Cord Injury Claim: Preserved Claims, Coverage Layers, and Net Recovery

Prepared for counsel

FORUM **New York; Queens County, Supreme Court**

Counsel's stated countdown to notice deadline: Fourteen days from today
Client age: 44
TNC carrier liability limit (passenger aboard): $1.25 million
Truck company carrier combined single limit: $1 million
Confirmed primary liability coverage across two policies: $2.25 million ← *TNC carrier $1.25 million; Truck carrier $1 million CSL*
Reported 311 complaint on dark signal, timing before crash: Roughly four hours before the crash (neighbor's account, unverified)
Expected resolution horizon absent early carrier movement: Eighteen to twenty-four months
Rideshare T-boned by box truck at dark-signal intersection: 2026-06-14 · PAST
Elmhurst cervical CT read negative: 2026-06-14 · PAST
Discharge from Elmhurst after negative cervical CT: 2026-06-15 · PAST
Cervical fusion: 2026-06-21 · PAST
Prior general-practice firm signed the client: 2026-07-02 · PAST

Workers comp notice to employer (Workers' Compensation Law § 18): 2026-07-14 · PAST
Ninetieth day as computed by counsel: 2026-09-12 · PAST
Notice of claim city signal (General Municipal Law § 50-e(1)(a)): 2026-09-12 · PAST
Notice of claim hh Elmhurst (McKinney's Unconsolidated Laws § 7401(2), incorporating General Municipal Law § 50-e(1)(a)): 2026-09-12 · PAST
Late notice leave city (General Municipal Law § 50-e(5), bounded by § 50-i(1)): 2027-09-12 · LATER · 311 days
Late notice leave hh (General Municipal Law § 50-e(5), bounded by McKinney's Unconsolidated Laws § 7401(2)): 2027-09-12 · LATER · 311 days
Negligence action city signal (General Municipal Law § 50-i(1)): 2027-09-12 · LATER · 311 days
Malpractice action hh (McKinney's Unconsolidated Laws § 7401(2)): 2027-09-12 · LATER · 311 days
Workers comp claim (Workers' Compensation Law § 28): 2028-06-14 · LATER · 587 days
Malpractice action reading radiologist affiliate (CPLR 214-a): 2028-12-14 · LATER · 770 days
Negligence action driver TNC truck (CPLR 214(5)): 2029-06-14 · LATER · 952 days
Product liability restraint manufacturer (CPLR 214(5)): 2029-06-14 · LATER · 952 days

> *This matter resolves the client's spinal-cord injury recovery by preserving every claim against the driver and truck company, the City, and the hospital, securing every layer of coverage without forfeiture by an improper signature, and protecting the client's Medicaid managed-care eligibility and net recovery.*

THE BOTTOM LINE

Answered with the calendar as it stands: the ninety-day window to the City and H+H closed September 12, 2026, so Friday, September 11 is no longer a live date, and the earliest open hard stop is September 12, 2027 for leave to serve late notice and for suit against the City and H+H (positions late_notice_leave_city, late_notice_leave_hh, negligence_action_city_signal, malpractice_action_hh). File that application promptly rather than waiting for the last day, and file the pre-action preservation application first because a sold or altered vehicle and recorder cannot be recovered. On the offer question, do not accept the conditional release and do not treat the oral offer as a tender: whether a driver-release condition counts as one is unresearched. A time-limited unconditional demand is worth sending only after excess, comp, the son's SUM limits and the lien facts are known, because the failure-to-settle claim belongs to the driver and TNC rather than the client (Pavia, 82 NY2d 445), and a release reduces the other defendants' exposure under General Obligations Law § 15-108. The blockers are: whether the auction already occurred and who holds title; whether the trip was in the course of employment and who the comp carrier is (workers_comp_notice_to_employer); the truck carrier's excess answer; the son's SUM limits (sum_notice_and_settlement_consent_son_policy); the radiologist's employer; and the prior firm's lien terms (prior_counsel_charging_lien).

WHAT WAS ASKED — WHAT THIS PLAN ANSWERS

Do I name the yard and the title-holding insurer only, or the manufacturer as well, since the manufacturer is the one I'll need bound by an inspection protocol?
Name the yard and the title-holding insurer once identified, because CPLR 3102(c) relief reaches only those who are actually before the court. Give the manufacturer written notice and an invitation to the inspection, and decode the VIN to identify it. Whether notice alone adequately protects a later product claim without making it a respondent is not settled in the record, so decide that with products co-counsel before the order is filed.

First, whether I should send a time-limited, unconditional demand so the record is a demand and either a clean tender or a refusal, rather than a conditional offer I sat on.
Yes, but sequence it. A time-limited demand with a fixed deadline, a payment method, a release scope the carrier can sign, and every acceptance condition stated creates a clear record of a tender or a refusal. Send it after excess, comp status, the son's SUM limits and lien facts are known, and with release language that preserves the claims against the truck company, City and hospital. The failure-to-settle claim belongs to the driver and TNC, not the client (Pavia, 82 NY2d 445), so the demand mainly protects the record and the good-faith showing for any later release. The holding letter asking for written terms should go first.

Does filing pre-action trigger anything I haven't thought about on the City or hospital side?
A pre-action filing against the yard and title holder does not serve the notice of claim and does not toll any notice period, and the ninety days already ended September 12, 2026. It also does nothing to cure the missing notice, so the late-notice leave application, due by September 12, 2027, remains the separate and necessary filing. Any public filing that reaches the City or H+H could bear on the actual-knowledge factor, but do not rely on that.

does the driver have to be a party or a witness?
The driver is both: a necessary witness and a likely defendant. Route contact through his counsel if he has one, and remember that any release of him carries the General Obligations Law § 15-108 reduction against the other defendants.

A read on what must be locked down in the next two to three weeks versus what can wait, and where the money sits across the parties.
Lock down now: the vehicle and recorder through a pre-action order to show cause; the late-notice application for the City and H+H, due by September 12, 2027 though it should go in now since the ninety days already ran out unserved; a written holding letter to the TNC adjuster; notice to the comp carrier through the agency; and a written request for the son's policy limits. Hold off any signature. Later clocks: the compensation claim by June 14, 2028; a private-affiliate malpractice claim by December 14, 2028 if the radiologist was affiliate-employed; and the driver, TNC, truck and manufacturer claims by June 14, 2029. On the money: confirmed liability coverage is $1,250,000 from the TNC carrier plus $1,000,000 from the truck carrier, or $2,250,000; excess and the son's SUM are unknown. Against the recovery will stand no-fault, a possible comp lien, Medicaid limited to the medical share, and the prior firm's charging lien, none yet fixed in amount.

Second, whether an offer conditioned on releasing the driver even counts as a tender of limits, or is buying something the policy doesn't entitle them to.
The record does not settle this. Whether a limits offer conditioned on releasing the driver counts as a tender under New York insurance law is an open research question for you or co-counsel. Until the written terms and that research are in hand, treat the oral offer as neither a tender nor something to accept.

PRESCRIPTIONS — WHAT TO DO, IN ORDER

01 **Identify the title holder and obtain a court order holding the vehicle and its recorder.** This leads because a sold or altered vehicle and recorder cannot be recovered, while the late-notice window stays open to September 12, 2027. First confirm whether the auction, stated as about ten days out with no date in the record, has already occurred; if the vehicle was sold, trace the buyer and custodian and seek an order directed at that non-party. Obtain the physical-damage claim number and title holder from the yard (VIN and stock number), the truck carrier's and TNC carrier's property-damage files, and ask the driver's counsel, if any, rather than the driver. Then file the pre-action order to show cause in Queens Supreme under CPLR 3102(c) naming the yard and the title holder, seeking a TRO against sale or alteration, an inspection protocol and a joint recorder download. Decode the VIN to identify the manufacturer, send it written notice and an invitation to the inspection, and retain an engineer and products co-counsel before the protocol is set, since the plan presupposes both and neither is yet engaged. Send written holds to the yard, title holder and manufacturer, and track signed receipts rather than treating the TNC adjuster letter as done.

02 **File the application for leave to serve late notice on the City and H+H now.** This is a duty, not an elective step: the ninety days ended September 12, 2026 with nothing served, so positions late_notice_leave_city and late_notice_leave_hh are open, with September 12, 2027 as the last day the court can grant leave under General Municipal Law § 50-e(5). Act now rather than near the last day, because the actual-knowledge, excuse and prejudice factors weaken with time. Reconcile your 'fourteen days from today' statement against the proof-of-service record to confirm nothing was ever served. Prepare the proposed notice to the § 50-e(2) content requirements and the § 50-e(3)(a) service method. Support the knowledge factor with the NYC 311 records and the DOT signal outage records, and bring in medical malpractice co-counsel now. The pre-action vehicle filing does not satisfy or toll these notice periods.

03 **Send the written holding letter to the TNC adjuster and sign nothing.** Send the letter now acknowledging the call, recording the phrase 'while I have authority', and asking for the offer in writing with every condition and for the policy, declarations, endorsements and any excess policy, while saying nothing about the driver or the release language. Do not accept: a release of the driver and TNC reduces the claim against the truck company, the City and the manufacturer under General Obligations Law § 15-108, and a settlement without comp consent can forfeit future compensation. Log the call and every response or silence as dated entries.

04 **Notify the comp carrier through the agency and get the agency's travel policy.** Notify the agency in writing so it reports to its carrier, whose identity is unknown, and obtain the agency's written travel and fare-reimbursement policy and the client's work status that day. The thirty-day employer notice period ended July 14, 2026, so rely on the Board's excuse grounds; the compensation claim's last day is June 14, 2028 (workers_comp_claim). Whether the trip was in the course of employment is for the Board, so treat comp primacy as undetermined and keep every release unsigned until it is answered.

05 **Give the son's carrier written notice and request the limits and the excess answers.** Give the son's UM/UIM carrier written notice, get the declarations page, SUM limits and consent-to-settle conditions, and document the household residence. Send written requests to the truck carrier and the TNC carrier for any excess or umbrella coverage, and ask each insurer's underwriting department for payment and cancellation history. Ask the driver's carrier for its disclaimer letter and test its timing under Insurance Law § 3420(d)(2).

06 **Write to the prior firm for its file and fee position, and review the retainer.** Request the file, including its representation letter and any deadlines, and the firm's fee position in writing. Review the July 2, 2026 retainer for charging-lien and consent-to-substitution terms, since a Judiciary Law § 475 lien is expected and this decides the fee exposure before any signature.

07 **Pull the malpractice proof and settle who employed the radiologist.** Request the complete Elmhurst and private hospital records, including the CT read report and MRI, pull the radiologist's credentialing and payroll, and retain a radiologist and spine surgeon on what the six days added. If the radiologist was affiliate-employed, the separate CPLR 214-a action runs to December 14, 2028 (malpractice_action_reading_radiologist_affiliate); either way a certificate of merit must accompany any complaint. Obtain the client's prior cervical history and the surgeon's prognosis.

08 **Sequence any time-limited unconditional demand after the coverage, comp and lien facts are known.** Once excess, the SUM limits and comp status are known, send a demand with a fixed deadline, a payment method, a release the carrier can sign that preserves the claims against the truck company, City and hospital, and every condition stated. Send it to the person with authority. This builds a record of a demand answered by a clean tender or a refusal, though the failure-to-settle claim belongs to the driver and TNC, not the client (Pavia, 82 NY2d 445). Research whether a driver-release condition counts as a tender. If a written offer of full limits arrives, give the son's carrier written notice, starting its thirty-day consent-or-advance period.

09 **Build the net-recovery structure before any funds are discussed.** Obtain the Medicaid plan's paid-claims ledger and the no-fault carrier's payments, document the medical share, and negotiate the Medicaid payback to that share. Stack the no-fault, comp, Medicaid and prior-firm claims against the fund and get any order-of-payment agreement signed by authorized parties. Direct the recovery into a trust meeting 42 U.S.C. § 1396p(d)(4)(A) plus a structured component priced by several insurers. In parallel, build the life-care plan and earnings record to a spinal-cord-level valuation.

DATES & POSITIONS

None of these periods rests on a signed rule in this knowledge base — confirm each before relying on it.

POSITION	LAST DAY	ACT BY	BASIS
Workers comp notice to employer	2026-07-14	—	Workers' Compensation Law § 18
Notice of claim city signal	2026-09-12	—	General Municipal Law § 50-e(1)(a)
Notice of claim hh Elmhurst	2026-09-12	—	McKinney's Unconsolidated Laws § 7401(2), incorporating General Municipal Law § 50-e(1)(a)
Late notice leave city	2027-09-12	—	General Municipal Law § 50-e(5), bounded by § 50-i(1)
Late notice leave hh	2027-09-12	—	General Municipal Law § 50-e(5), bounded by McKinney's Unconsolidated Laws § 7401(2)
Negligence action city signal	2027-09-12	—	General Municipal Law § 50-i(1)
Malpractice action hh	2027-09-12	—	McKinney's Unconsolidated Laws § 7401(2)
Workers comp claim	2028-06-14	—	Workers' Compensation Law § 28
Malpractice action reading radiologist affiliate	2028-12-14	—	CPLR 214-a
Negligence action driver TNC truck	2029-06-14	—	CPLR 214(5)
Product liability restraint manufacturer	2029-06-14	—	CPLR 214(5)
Pre action preservation of vehicle and edr	—	—	
Comp carrier consent to third party settlement	—	—	
Sum notice and settlement consent son policy	—	—	
Release offset gol 15 108	—	—	
Medicaid recovery limited to medical share	—	—	
First party snt with payback	—	—	
Prior counsel charging lien	—	—	

BUCKET 1 OF 4

Time-barred claims and perishable evidence preservation

NOTICE LAPSED — leave route, evidence fading

The ninety-day notice window to the City and Elmhurst closed September 12, 2026 with nothing served, so the claims now survive only by a court-granted late-notice route, while the vehicle and its recorder are the evidence closest to being lost.

Related — Bucket 2 (Immediate lockdown items versus deferrable claims): the driver's status as a likely defendant interacts with the release of the driver in the conditional offer
Related — Bucket 4 (Coverage layers, offer, and release or consent risk): prior counsel's file may hold communications or deadlines counsel has not seen (charging-lien and fee questions sit in Bucket 4 (Coverage layers, offer, and release or consent risk))
Related — Bucket 3 (Liens, Medicaid eligibility, and net recovery): sequencing of these steps against the two-to-three-week window

ACROSS THIS BUCKET — also drawn from Certificate of merit for malpractice claim

HOW TO WIN

+ Check every hurdle against the crash facts, not only the track the file was opened under: the City notice rule, the hospital malpractice rule, and the seatbelt-maker rule can each apply even if the file looks like a simple car case.
+ A certificate of merit must accompany any medical malpractice complaint whether or not co-counsel is retained; a negative CT read and a miss do not waive it. *
+ If the radiologist was on the affiliate's payroll rather than H+H's, the claim against the radiologist and affiliate is a malpractice action with its own rules. *
+ Under Insurance Law § 5104(a), non-economic recovery in an action between covered persons from motor-vehicle use is permitted only for a serious injury. *
+ A state tort claim over a manufacturer's seatbelt choice survives conflict preemption where the federal standard's options were not a significant part of the choice. *

BLIND SPOTS

– A hurdle from another track can be missed entirely if the checklist follows only the assigned track; compare the checklist against the crash facts so the notice rule, the malpractice rule and the seatbelt-maker issues each get a line.

PROPOSITION 1.1 Late-notice leave deadline and forfeiture

NOTICE MISSED — leave application is the route

The ninety days from June 14, 2026 ended Saturday, September 12, 2026 with nothing served on the City or H+H, so the working date of Friday, September 11 is past; the live route is an application for leave to serve late notice, which the court cannot hear after September 12, 2027.

HOW TO WIN

+ Late-notice leave is the route after a missed ninety-day period and can be sought until September 12, 2027, the end of the one-year-and-ninety-day period (General Municipal Law § 50-e(5)).
+ The City claim accrued with the June 14, 2026 crash and the H+H claim with the negative CT read the same day. With no continuous treatment at Elmhurst, neither clock starts later, and both notice periods ended September 12, 2026. *
+ The court weighs mainly three things: whether the City or H+H learned the essential facts within ninety days or a reasonable time after, whether there is a reasonable excuse, and whether the delay substantially prejudiced them. The reported 311 complaint and the DOT outage records bear on the first factor. *
+ Serve by a method § 50-e(3)(a) allows, on the person designated to receive a summons for the City or H+H, so that addressee and method cannot become the defect. *
+ Suit may not begin until thirty days after service of notice and the City's neglect or refusal to adjust (General Municipal Law § 50-i(1)), and any demand for examination must be honored first. Calendar these gates before filing. *

BLIND SPOTS

– Any notice served with or after leave must state the items General Municipal Law § 50-e(2) requires: names and addresses, the nature of the claim, the time, place and manner, and the injuries claimed. *
– The court has no power to grant leave on an application made after September 12, 2027 (General Municipal Law § 50-e(5); Pierson v City of New York, 56 NY2d 950 (1982)); after that, the City and H+H claims are gone. File the application promptly rather than near the last day, because delay erodes the actual-knowledge and prejudice showing. *
– The plan to serve notice 'by Friday the 11th' treats the ninetieth day as still ahead. Nothing was served by September 12, 2026, so a notice mailed now is not timely service and the filing that preserves the claims is the leave application. Reconcile the 'fourteen days from today' statement against the proof-of-service record at once. *
– A notice sent to the wrong office or missing a required item gets the same stamped receipt as a correct one, so the file looks finished while the notice is defective. Check addressee and content before relying on any receipt.
– An action started before the thirty-day wait has run is premature, but the municipality must raise that defense, and dismissal does not necessarily end the claim if time remains to recommence (General Municipal Law § 50-i(1)).

PROPOSITION 1.2 Whether hold notices preserve vehicle and recorder evidence

LETTER NOT A HOLD — court order needed

The letter to the TNC injury adjuster does not hold the totaled vehicle or its recorder; the yard, the title holder and the manufacturer each need a hold, and only a court order binds them, with the auction stated as about ten days out and no date in the record.

HOW TO WIN

+ Send the same hold demand to the yard, title holder and manufacturer once identified, track each, and treat a hold as complete only when a signed or read receipt matches the party, vehicle or data, and date; the TNC adjuster letter alone holds nothing.
+ Spoliation remedies require a duty to preserve at the time of destruction, a culpable state of mind and relevance, and New York recognizes no independent spoliation claim against a third party (Ortega), so a lost-evidence loss must be pursued through sanctions in the main action. *
+ At every handoff of the car or data, the receiver checks the prior log entry for matching condition, identity and date and writes their own entry.
+ Pre-action disclosure and access to event data are available only by court order (CPLR 3102(c)), or by owner consent or a statutory route, so no evidence is obtained before suit without one. *
+ Seatbelt non-use is inadmissible on liability but can come in on mitigation of damages if pleaded as an affirmative defense (VTL). *

BLIND SPOTS

– Recorder overwrite timing and City 311 retention are assumed defaults; confirm whether the car has been driven since the crash and whether data is at risk.
– If the latch plate or belt assembly is lost or altered, the product claim may be badly weakened or sanctioned; verify New York authority and whether other proof of defect exists. *
– Listing each evidence type's timing is not enough. Keep one ranked list, shortest fuse first with no ties, and put the recorder and the vehicle at the top so a louder demand does not push them behind.
– A non-party can be compelled only by subpoena (CPLR 3120(1)(ii), 3122-a) or court order; before suit the vehicle is a CPLR 3102(c) proceeding, so the yard and title holder must be actual respondents to be bound. *
– If the yard, insurer or title holder objects or moves to quash, that buys them time while the auction and recorder overwrite keep running, so press for prompt enforcement.
– The proof of delivery for a hold letter is controlled by the recipient and may never arrive; without it, notice of the hold can be disputed later.
– The defense need not tell you the car is still unclaimed at the yard and may call the delay your failure to act, which is another reason to move on the order to show cause now.

BUCKET 2 OF 4

Immediate lockdown items versus deferrable claims

ONE CLOCK EXPIRED — rest ranked soonest-first

Lock down the vehicle and the late-notice application first; every other claim runs on a later, ranked clock, from September 12, 2027 out to June 14, 2029.

Related — Bucket 1 (Time-barred claims and perishable evidence preservation): notice of claim, delayed-diagnosis clock, vehicle/EDR preservation and the order to show cause
Related — Bucket 2 (Immediate lockdown items versus deferrable claims): coverage layers ($1,250,000 TNC, $1,000,000 truck CSL, the son's UM/UIM), the conditional offer and release risk
Related — Bucket 4 (Coverage layers, offer, and release or consent risk): Medicaid, comp, no-fault and charging-lien claims against the recovery, and the damages structure

PROPOSITION 2.1 Intake screening of deadlines by urgency

RANKED CLOCKS — September 12, 2027 first

With the City and H+H notice period over, the live clocks run soonest-first: September 12, 2027 for leave and suit against the City and H+H; June 14, 2028 for the compensation claim; December 14, 2028 for a private-affiliate malpractice claim; June 14, 2029 for the driver, TNC, truck and product claims.

No how to win point was established here by this analysis.

BLIND SPOTS

– Listed together, the September 12, 2027 leave deadline can look as distant as the June 14, 2029 clocks, but the court cannot grant leave after September 12, 2027 (Pierson v City of New York, 56 NY2d 950 (1982)), so it must be calendared and worked as the nearest hard stop. *

BUCKET 3 OF 4

Liens, Medicaid eligibility, and net recovery

UNFIXED CLAIMS — net turns on sequence

No-fault, a possible comp carrier, Medicaid and the prior firm's fee will all claim against one recovery, none is fixed in amount, and the client's net depends on order of payment and a Medicaid payback held to the medical share.

Related — Bucket 2 (Immediate lockdown items versus deferrable claims): comp-consent forfeiture risk and the no-release-until-resolved constraint
Related — Bucket 1 (Time-barred claims and perishable evidence preservation): the prior-counsel file may hold communications or deadlines counsel has not seen

PROPOSITION 3.1 Comp carrier lien and future credit

COMP PRIMACY — lien, credit, consent risk

If the trip between patient visits was work travel, workers' comp pays first and the no-fault payments to date sit behind it, the comp carrier takes a lien on the recovery reduced by its share of costs, and a settlement without its consent can forfeit future comp.

HOW TO WIN

+ First-party no-fault benefits are payable net of amounts recovered or recoverable under workers' compensation (Insurance Law § 5102(b)(2)), so if the travel was in the course of employment, comp is primary and the no-fault payments sit behind it. *
+ A compensation claim must be filed within two years of the accident (Workers' Compensation Law § 28), with the statutory last day June 14, 2028; no filing is shown, and it is made through the agency's carrier. *
+ If the travel was work-related, the comp carrier has a lien on the third-party recovery for compensation paid, reduced by its proportionate share of reasonable litigation expenses (Workers' Compensation Law § 29(1); Matter of Kelly v State Ins. Fund, 60 NY2d 131 (1983)). *
+ The carrier's credit against future compensation, up to the net third-party recovery, arises by statute without a compromise agreement, and the carrier bears an equitable share of litigation costs that includes the present value of future benefits it relies on. *
+ In a motor-vehicle case the comp lien does not attach to compensation paid in lieu of no-fault benefits (Workers' Compensation Law § 29(1-a)), so the lien is computed net of that portion. *

BLIND SPOTS

– Accepting the TNC conditional limits offer would be a third-party settlement, and one made without the comp carrier's written consent or a court compromise order bars further compensation; court approval may be sought within three months after settlement, and later is too late. *
– Written notice of injury to the employer was due within thirty days of the accident, and that period ended July 14, 2026 with no one telling the comp carrier. Notify the agency now and rely on the Board's excuse grounds, such as employer knowledge. *

PROPOSITION 3.2 Gross-to-net disbursement order with liens

FOUR CLAIMS, ONE FUND — none fixed

The no-fault carrier, a comp carrier if the trip was work travel, Medicaid and the prior firm's fee will each claim against one settlement, none is fixed in amount, and the comp carrier has not even been told.

HOW TO WIN

+ Order and final figures must wait until each amount is established, since the comp carrier has not been notified and Medicaid's claim is capped at the medical-care portion (federal anti-lien limit to medical share).
+ Stack the no-fault, comp, Medicaid and prior-firm fee claims against the one fund; each figure is worked alone, so only stacking shows whether the recovery covers all of them.
+ In a covered person's action against a non-covered person for motor-vehicle injuries, the no-fault insurer has a lien to the extent of benefits paid (Insurance Law § 5104(b)); whether it applies turns on whether any defendant is a non-covered person. *
+ Hold each unpaid claim at its highest possible amount until the party itself fixes a lower one, for Medicaid, the comp carrier if work travel, no-fault and the prior firm.
+ Do not wait for payout to raise order of payment; get lienholders to agree in writing who is paid first, with both signatures delivered to the disbursing lawyer; this changes timing only, not amounts owed.

BLIND SPOTS

– The prior firm holds a charging lien on the cause of action and any recovery (Judiciary Law § 475) unless discharged for cause; if discharged without cause it may take a fixed quantum meruit fee measured at discharge or a contingent percentage based on its proportionate work, so the retainer terms and its written fee position decide the exposure. *
– The comp carrier's lien (Workers' Compensation Law § 29(1)), the no-fault lien where it applies (Insurance Law § 5104(b)) and the discharged firm's charging lien (Judiciary Law § 475) each attach to the recovery, and no part of the fund should reach the client until each is resolved. *
– The comp carrier's lien and credit arise by statute without a signed agreement, but do not treat its place in the order as settled on prior counsel's file alone; get its signed position before relying on it.
– An order-of-payment agreement signed without authority binds nothing at payout. Medicaid's claim rests on the assignment in Social Services Law § 367-a(2)(b) and is limited to the medical share by federal law, and the prior firm's charging lien under Judiciary Law § 475 attaches to the cause of action. *

PROPOSITION 3.3 Medicaid recovery limited to medical share

PAYBACK CAPPED AT MEDICAL SHARE

Federal law limits Medicaid's take from the settlement to the share that stands for past and future medical care, so the client keeps Medicaid managed care only if the payback is negotiated down to a documented medical share and the recovery goes into a qualifying trust.

HOW TO WIN

+ Federal law limits the State's recovery from the settlement to the portion representing past and future medical care (42 U.S.C. §§ 1396a(a)(25), 1396k(a), 1396p(a); Ahlborn; Gallardo). *
+ The Medicaid agency's own signed release is what ends its claim on the settlement money.
+ The medical bill list is final only when every provider has a matching bill tied to the crash by a doctor, with duplicate, written-off or unrelated charges on the paid-claims list removed. *
+ Finish the life-care plan as one signed document, with each future need's duration, replacement schedule and today's local prices, limited to needs the treating surgeon's current notes support, including later effects of the cord injury.
+ Build the earnings record from the tax return, pay stubs and deposits side by side, and have a vocational expert list jobs the client can no longer do given the permanent hand and gait limits, tested against local hiring.
+ A trust is excluded from Medicaid resources only if the client is disabled and under 65 (the client is 44) and the trust meets the statute; the best proof is a signed payout statement showing funds moved into the trust, payment plan or custodial account, and annuity quotes priced on shortened life expectancy from several insurers, with terms locked only when chosen.
+ Damages for personal physical injuries, as lump sums or periodic payments, are excluded from gross income (26 U.S.C. § 104(a)(2)). *

BLIND SPOTS

– A recovery paid to the client outright, rather than into a trust meeting 42 U.S.C. § 1396p(d)(4)(A), counts as a Medicaid resource and threatens eligibility. *
– The State will assert the full amount of assistance paid under its assignment (Social Services Law § 367-a(2)(b)), unless the actual medical-care portion is established. *
– The State may recover only from the portion of the settlement representing past and future medical care (Gallardo v Marstiller, 596 U.S. 420 (2022)). *
– A plan covering only present needs omits later problems such as joint wear from a changed gait, skin damage and emotional effects, and defense counsel will challenge each future-need item lacking a current doctor's medical link to the spinal injury.
– Expect the defense to hold the client's signed tax return against any higher earnings figure, so review that return before any demand goes out.
– Signing with one insurer before others quote fixes price and schedule permanently, and the extra cost quietly reduces what reaches the client.

BUCKET 4 OF 4

Coverage layers, offer, and release or consent risk

$2,250,000 CONFIRMED — excess, SUM, release open

Confirmed liability coverage is $2,250,000 across the $1,250,000 TNC policy and the $1,000,000 truck policy, but excess, the son's UM/UIM limits and the oral conditional TNC offer are unresolved, and nothing should be signed.

Related — Bucket 4 (Coverage layers, offer, and release or consent risk): the comp carrier's lien on the third-party recovery, no-fault and Medicaid reimbursement, and prior counsel's charging lien
Related — Bucket 1 (Time-barred claims and perishable evidence preservation): the driver's party-or-witness question and the manufacturer's inspection notice
Related — Bucket 3 (Liens, Medicaid eligibility, and net recovery): where the money sits across the parties

PROPOSITION 4.1 Available coverage limits versus exposure

$2,250,000 CONFIRMED — layers beyond it unknown

The $1,250,000 TNC policy and the $1,000,000 truck policy are $2,250,000 of available coverage now without either being paid first, while the truck carrier's excess answer, the son's UM/UIM limits and the oral conditional TNC offer remain open.

HOW TO WIN

+ Build the coverage roster listing TNC $1,250,000, truck $1,000,000 CSL and any excess, each confirmed in force on June 14 through underwriting payment and cancellation history; stated limits count as available coverage unpaid, and the TNC and truck policies are not pay-after of each other, with SUM applying only after exhaustion.
+ Ask for the son's unclaimed UM/UIM/SUM policy, since he is a resident relative and so an insured; SUM is reduced by amounts actually recovered from tortfeasor bodily-injury coverage and by workers' compensation paid or payable, not by paper limits.
+ Give the son's SUM carrier written notice now and obtain its declarations and SUM limits, since its consent conditions gate any tortfeasor settlement and it must consent within thirty days; no disclaimer letters exist yet, and the TNC driver's livery disclaimer is effective only if written notice reached the driver and client as soon as reasonably possible. *
+ Get every offer and demand in writing with its deadline, payment method, release scope, conditions and recipient, confirming the recipient can pay; a phone-only or vague offer may be used by the carrier as a refusal, and the carrier's internal reserve and authority records are not visible.
+ Log each insurer step on the day it happens, including each offer, counter, payment, note, silence and the reason then given, and record that the Tuesday offer was oral and conditional.
+ A defendant found 50% or less at fault owes non-economic loss only in proportion to its share (CPLR 1601(1)); before suit, get excess and umbrella coverage by plain letter without reservation of rights, since CPLR 3101(f) compels it only within ninety days after answer. *

BLIND SPOTS

– A failure-to-settle claim under Pavia needs gross disregard of the insured's interests, so the record must show it. *
– A release of the driver and TNC reduces the claim against the truck company, City and manufacturer by the greatest of the amounts paid or stated, so the release terms must be checked before signing. *
– SUM applies only where the tortfeasor's limits are less than SUM limits and pays only after exhaustion by payment, reduced by amounts recovered; a figure subtracting stated limits departs from Insurance Law § 3420(f)(2)(A). *
– Do not accept a carrier's late-payment, cancellation or technicality denial at face value; test when it learned of the problem, whether it defended without reservation, and build the timeline from contemporaneous records, since gaps or memory rebuilt after the response window hide when it stalled.
– If the roster omits the son's unclaimed policy, demands may be set against too low a ceiling; insured status turns on the endorsement's resident-relative definition, not the carrier's label of moving out.
– An excess insurer can leave its position open and time its confirmation to its own reserve, leaving the truck policy's real total uncertain until confirmed in writing.
– A demand lacking a fixed deadline, a named payment method, a release the insurer can sign, or its conditions lets the insurer treat it as no valid demand.
– The duty-to-settle claim belongs to the TNC carrier's insureds (Pavia), not the client, so do not frame a suit against the carrier on that basis. *

PROPOSITION 4.2 Partial release does not discharge others

RELEASE SCOPE DECIDES WHAT SURVIVES

Releasing the driver and the TNC does not free the truck company, the City or the manufacturer unless the release says so, but it protects the releasees from contribution and the claim against the others is reduced, so the release terms decide what survives.

HOW TO WIN

+ When a release or covenant not to sue is given to one of two or more persons liable or claimed to be liable in tort for the same. *
+ A released tortfeasor is relieved of contribution liability to the others and cannot seek contribution from them (§ 15-108(b)), so a released driver has little reason to defend. *
+ Under CPLR Article 16 a defendant found 50% or less at fault owes non-economic loss only in proportion to its share, but the limit does not apply to motor-vehicle owners or operators. *
+ The release must be given in good faith to bar or reduce claims, so an unconditional time-limited demand also builds the good-faith record that makes any later release defensible (General Obligations Law § 15-108(a), (c)). *

BLIND SPOTS

– A release of the driver does not release a non-party vicariously liable for the driver's conduct unless it says so, but courts treat the two as one tortfeasor for the equitable-share reduction; the TNC release language needs this analysis. *

** rests on law no one has signed in this knowledge base — confirm the authority before relying on it.*

OPEN QUESTIONS — WHAT DECIDES THIS MATTER AND WHO CAN ANSWER IT

WHAT DECIDES THIS MATTER

? Is the agency actually paying her on shift, did she file for comp, and was the travel between visits required by the agency? · *blocks part of this analysis*
? What will the papers rest on: the concrete risk showing, the protocol terms, and the respondents you will name? · *blocks part of this analysis*
? Who employed the radiologist (H+H or an affiliate), and what limitations period applies to the hospital claim? · *blocks part of this analysis*
? Have the 311 complaint and the latch plate evidence been verified, and do you have any record of the 311 log? · *blocks part of this analysis*
? Do you have the physical-damage carrier's name and claim number, and who holds title to the vehicle? · *blocks part of this analysis*
? What do the prior firm's retainer terms say on lien priority, fee and consent to substitution? · *blocks part of this analysis*
? Will the hearing officer accept the claimant's ratio over the state's default? · *blocks part of this analysis*
? Which figure does New York treat as controlling for past medical value? · *blocks part of this analysis*
? Do the client's source documents match the reported earnings? · *blocks part of this analysis*
? Will other parties agree to a joint download protocol? · *blocks part of this analysis*
? Who are the actual custodians of the vehicle and EDR? · *blocks part of this analysis*
? Was the rideshare trip in the course of employment? · *blocks part of this analysis*
? Who holds confirmed authority at the TNC carrier? · *blocks part of this analysis*
? Which lienholders have not yet issued releases? · *blocks part of this analysis*
? Who currently holds the vehicle and its title? · *blocks part of this analysis*
? Will the adjuster put the offer in writing? · *blocks part of this analysis*
? What rated-age quotes will carriers offer? · *blocks part of this analysis*
? Is any ERISA plan self-funded or insured? · *blocks part of this analysis*
? Which vehicle will hold the net proceeds? · *blocks part of this analysis*
? Who is the approval-chain custodian? · *blocks part of this analysis*
? Were premiums paid through June 14? · *blocks part of this analysis*
? Was an anti-stacking waiver signed? · *blocks part of this analysis*
? Which state issued the TNC policy? · *blocks part of this analysis*
? Who manufactured the seatbelt? · *blocks part of this analysis*
? What are the son's UIM limits? · *blocks part of this analysis*
? Does pre-action filing trigger City or hospital issues?
? Which parties to name in the order to show cause?
? Who holds title to the vehicle?

QUESTIONS ONLY THE CLIENT CAN ANSWER

? What is Reconciliation of the actual current date with counsel's statement that the notice deadline is fourteen days away (implies about August 28, 2026), and confirmation whether any notice of claim has been served on City or H+H? The record does not supply it; likely source: Counsel, from the calendar and proof of service, to confirm the status of the notice deadline as of the AS OF date. · *blocks part of this analysis*
? Whether the trip was within the course of employment (agency travel and fare-reimbursement policy, work status at the time)? The record does not supply it; likely source: Agency written travel and reimbursement policy; workers' compensation determination. · *blocks part of this analysis*
? What is Condition of the rear latch plate and whether the belt was latched at impact? The record does not supply it; likely source: Joint inspection by a retained engineer; metadata of the son's photograph. · *blocks part of this analysis*
? What is Contents of the prior firm's file, including its representation letter and any deadlines? The record does not supply it; likely source: Prior general-practice firm, on written request. · *blocks part of this analysis*
? What is Existence and integrity of the vehicle's event data recorder data? The record does not supply it; likely source: Joint non-destructive inspection and download under a court protocol. · *blocks part of this analysis*
? What is Harm added by the six-day diagnostic delay (causation)? The record does not supply it; likely source: Radiology expert and spine surgeon retained by counsel. · *blocks part of this analysis*
? What is Current neurological prognosis and maximum medical improvement status? The record does not supply it; likely source: Treating spine surgeon. · *blocks part of this analysis*

FACTS THE RECORD STILL NEEDS

? What is Vehicle title holder or consignor and the physical-damage claim number? The record does not supply it; likely source: Salvage yard (stock number and VIN), the truck carrier's and TNC carrier's property-damage files. · *blocks part of this analysis*
? What is Signal status at the intersection on June 14, 2026 and any prior City notice of the outage? The record does not supply it; likely source: DOT signal maintenance and outage records. · *blocks part of this analysis*
? What is Employer of the reading radiologist (H+H or affiliate)? The record does not supply it; likely source: Elmhurst and affiliate credentialing and payroll records, or subpoena. · *blocks part of this analysis*
? What is Identity of the truck driver and his employment relationship to the distributor or carrier? The record does not supply it; likely source: Police report and truck carrier. · *blocks part of this analysis*
? What is Payment ledger by payer (no-fault carrier identity and amounts, Medicaid)? The record does not supply it; likely source: No-fault carrier and Medicaid managed-care plan. · *blocks part of this analysis*
? What is Complete medical records from Elmhurst and the private hospital, including the MRI? The record does not supply it; likely source: Records requests to both hospitals. · *blocks part of this analysis*
? What is Content of the CT read report (requested, not yet received)? The record does not supply it; likely source: Elmhurst records request or subpoena. · *blocks part of this analysis*

QUESTIONS OF LAW

? Whether a release-of-driver condition counts as a tender of limits under New York insurance law? The record does not supply it; likely source: Counsel or co-counsel, New York insurance-law research. · *blocks part of this analysis*

RAISED AT INTAKE, NOT PLACED IN THIS ANALYSIS

· Delayed-diagnosis claim against hospitals (under Time-barred claims and perishable evidence preservation)
· Counsel lacks med mal and products experience (under Time-barred claims and perishable evidence preservation)