CODOSSIER
5 NOVEMBER 2026
REF **LS-20261105-66993F**

Plaintiff-Side Personal Injury Intake: Queens Rideshare Crash, Cord Injury, Missed Fracture and Evidence Preservation

Plaintiff-Side Personal Injury & Tort Law · counsel-led intake · 39 turns · 226 nodes analysed · your edited tree

As of 2026-11-04, the case timeline's date (when the conversation happened, as the record establishes it). A soft clock is running: TNC adjuster's oral limits offer.

MERIT	CONFIDENCE	URGENCY	ROUTE
High · 75	Moderate · 47 %	Now	Verify first
value-weighted likelihood of the claims	2 of 21 key facts documented	222 day(s) to the nearest running clock	with one urgent step (Next Moves A1)

1 · REALITY CHECK — WHAT WAS ASKED, WHAT IS LIKELY

QUESTION · WHAT THE PARTY EXPECTED	LIKELY ANSWER	SEE
What must be locked down in 2-3 weeks, and where does money sit?	**Qualified:** Date reconciliation, City/H+H notice, vehicle order, comp and SUM notice; $2.25M confirmed, excess and net unknown.	→ **I1** T3 …
Name yard and title-holding insurer only, or the manufacturer too? *Expected: Include manufacturer so the protocol binds it*	**Qualified:** Name yard and consignor; serve the manufacturer, once the VIN identifies it, with notice of the order to show cause.	→ **I3** T23 …
Must the driver be a party or a witness? *Expected: Cooperative witness, likely soon represented*	**Confirmed:** Witness on the vehicle application; he holds no title. He is a defendant later.	→ **I3** T23 …
Does a pre-action filing trigger anything on the City or hospital side?	**Qualified:** It neither satisfies nor tolls notice. Its public allegations become admissions later.	→ **I1** T23 …
Send a time-limited unconditional demand to build a clean record? *Expected: Yes; a clean record beats sitting*	**Qualified:** Not yet. Send the holding letter now and the demand after excess, comp consent and SUM notice.	→ **I4** T31 …
Is an offer conditioned on releasing the driver a tender of limits? *Expected: No; it buys more than policy entitles*	**Qualified:** Releasing only its own insureds is customary. The real cost is GOL 15-108, not tender validity.	→ **I4** T31 …

The conversation to avoid: Do not tell the client the City and hospital claims are either preserved or lost until today's date and the service record are reconciled. Either message may be wrong.

2 · THE ISSUES THAT DECIDE IT

I1 Whether the City and H+H claims survive the missed notice **SETTLED** GML § 50-e(1)(a), (5); § 50-i(1); Unconsol. Laws § 7401(2); Pierson v City of New York, 56 NY2d 950 (1982); CPLR 204(a), Giblin v Nassau County Med. Ctr., 61 NY2d 67 (1984) → **A1 · A3**
At stake: Both public-defendant claims, including the City, which is the only solvent target beyond $2.25M confirmed coverage. Their clocks share one outer cutoff.
Likely: On the 2026-11-04 as-of date, day 90 ran unserved. Leave turns on actual knowledge, excuse and prejudice. City is weak absent the 311 record; H+H depends on the read report. *Resolves it:* Today's date reconciled with T11, and the prior firm's file checked for service. `T11 · T39 · F:f12 · F:f13 · F:f14 …`

I2 Who employed the radiologist who read the CT **SETTLED** CPLR 214-a; CPLR 3012-a; Unconsol. Laws § 7401(2) → **A5**
At stake: Whether the delayed-diagnosis claim depends on H+H notice and the 1-year-90-day clock, or runs 2.5 years against the affiliate.
Likely: Unknown. Affiliate employment frees that claim from the notice failure. The added harm of the six-day delay remains the merits fight either way. *Resolves it:* Credentialing and payroll records for the reading radiologist. `T13 · F:f16 · F:f17 · TL:k14 · TL:k16 …`

I3 Whether the vehicle, latch plate and recorder still exist **SETTLED** CPLR 3102(c) → **A2 · D3**
At stake: The entire restraint-defect claim against the unidentified manufacturer. Loss invites spoliation defenses and ends the product layer.
Likely: If the as-of date governs, the auction set 'about ten days' out has likely run. The truck carrier is the probable consignor per T19, so the letter went to the wrong company. *Resolves it:* Yard's confirmation the car is unsold, and the consignor's name. `T15 · T17 · T19 · T21 · F:f19 …`

I4 What taking the TNC $1.25M on a global release costs **SETTLED** GOL § 15-108(a)-(c); CPLR 1601, 1602(6); WCL § 29(5); Ins. Law § 3420(f)(2)(A) → **A4 · A6 · D1 · D2**
At stake: $1.25M now versus future comp benefits, son's SUM, and joint-and-several reach to the truck carrier for the driver's share.
Likely: The release costs nothing if the driver's equitable share is at or below $1.25M. Above that, it loses the CPLR 1602(6) reach-through, which depends on the unknown truck excess. *Resolves it:* Truck carrier's written excess and umbrella position. `T25 · T27 · T31 · T33 · F:f29 …`

I5 Net to client after liens on a capped recovery **SETTLED** 42 U.S.C. § 1396p(d)(4)(A); Gallardo v Marstiller, 596 U.S. 420 (2022); WCL § 29(1); Judiciary Law § 475

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→ **A6**
At stake: The client's stated measure. The comp, Medicaid, no-fault and prior-firm claims can consume most of a limits-bound fund.
Likely: Cannot be computed: no earnings, life-care or lien figures exist. Compensability moves dollars between the Medicaid and comp liens rather than adding a lien.
Resolves it: Written lien figures from each payer, plus payroll records. `T5 · T35 · T37 · F:f06 · F:f36 …`

3 · NEXT MOVES

DO NOW, IN THIS ORDER

A1 Fix today's date against T11; confirm nothing was served, including in the prior firm's file *Counsel · this week.* Decides timely service versus late-notice leave `I1`

A2 Call the yard with stock number and VIN; confirm unsold and consignor; file the order to show cause *Counsel · this week.* Auction may be past or imminent `I3`

A3 Serve notice on City and H+H; if past day 90, file the 50-e(5) application *Counsel · this week.* Filing tolls limitations; delay weakens leave factors `I1`

A4 Give written notice to the agency's comp carrier and son's SUM carrier, citing the TNC offer *Both · this week.* Both consents gate any TNC settlement `I4`

A5 Obtain the radiologist's credentialing and payroll from H+H and the affiliate *Counsel · within 14 days.* Fixes defendant and whether notice matters `I2`

A6 Get truck excess position, lien figures and life-care estimate before answering the TNC offer *Counsel · before advising.* Release cost and net depend on these `I4`

DO NOT

D1 Sign or accept the TNC global release before comp consent and SUM notice. Forfeits future comp benefits and SUM recovery `I4`

D2 Send a time-limited unconditional demand before truck excess and comp consent are known. Fixes terms and invites tender on unknown facts `I4`

D3 Name the driver as a respondent on the vehicle order to show cause. He holds no title; makes a cooperative witness adverse `I3`

4 · CLOCKS — COUNTED BY CODE FROM THE RECORD'S DATES

CLOCK	STARTS	PERIOD	STATUS · LAST DAY	RULE
Late-notice leave, City and H+H	Accrual; cannot exceed the limitations period (2026-06-14)	1 year 90 days	**Running** · 2027-06-14 (Mon)	GML § 50-e(5); § 50-i(1) **SETTLED**
Negligence action, City	Crash 2026-06-14 (2026-06-14)	1 year 90 days	**Running** · 2027-06-14 (Mon)	GML § 50-i(1) **SETTLED**
Malpractice action, H+H	Act or omission 2026-06-14/15, no continuous treatment (2026-06-14)	1 year 90 days	**Running** · 2027-06-14 (Mon)	Unconsol. Laws § 7401(2) **SETTLED**
Malpractice action, affiliate-employed radiologist	Act or omission 2026-06-14/15 (2026-06-14)	2 years 6 months	**Running** · 2028-06-14 (Wed)	CPLR 214-a **SETTLED**
Comp claim filing	Accident 2026-06-14 (2026-06-14)	2 years	**Running** · 2028-06-14 (Wed)	Workers' Compensation Law § 28 **SETTLED**
Negligence action, driver, TNC, truck company	Crash 2026-06-14 (2026-06-14)	3 years	**Running** · 2029-06-14 (Thu)	CPLR 214(5) **SETTLED**
Comp written notice to employer	Accident 2026-06-14 (2026-06-14)	30 days	**Expired** · 2026-07-14 (Tue)	Workers' Compensation Law § 18 **SETTLED**
Notice of claim, City (dark signal)	Accrual of the claim at the 2026-06-14 crash (2026-06-14)	90 days	**Expired** · 2026-09-12 (Sat) weekend: check roll-forward	GML § 50-e(1)(a) **SETTLED**
Notice of claim, H+H (Elmhurst)	CT read and discharge 2026-06-14/15 (2026-06-14)	90 days	**Expired** · 2026-09-12 (Sat) weekend: check roll-forward	Unconsol. Laws § 7401(2); GML § 50-e(1)(a) **SETTLED**

Soft clocks (another party can move at any time): TNC adjuster's oral limits offer; Vehicle salvage auction (may have passed).

Dormant until their trigger: Certificate of merit with malpractice complaint, 90 days extension if consultation not obtainable before limitations expiry from Filing of the malpractice complaint; Comp carrier consent or compromise order, 3 months to seek court approval after settlement from Any third-party settlement; SUM carrier consent or advance after limits offer, 30 days from Written notice to the SUM carrier of an offer of full liability limits; City demand for examination of claimant, 90 days from Service of notice of claim; Wait before suing City or H+H, 30 days from Service of notice of claim; Insurer disclosure of excess and umbrella, 90 days from Service of an answer in a pending action; Driver's carrier disclaimer timeliness, as soon as reasonably possible from Carrier knew or should have known the exclusion grounds.

5 · VALUE — WHAT IS AT STAKE, AND AGAINST WHOM

ASSET OR CLAIM	AT STAKE	THE CLAIM	OUTLOOK	EXPECTED	AGAINST
Spinal-cord injury damages (future care, lost earning capacity, household services) against the	$2.25M	Negligence; TNC passenger coverage and truck motor-carrier liability **SETTLED**	**Likely**	$1.35M–$2.03M	TNC carrier ($1.25M), truck company carrier

ASSET OR CLAIM	AT STAKE	THE CLAIM	OUTLOOK	EXPECTED	AGAINST
driver, TNC and truck company *swing*					($1M CSL), any excess
Reduction of recovery against non-settling tortfeasors from a driver/ TNC release *exposure swing*	$1.25M	GOL 15-108(a) offset by greatest of amount paid, stipulated, or equitable share **SETTLED**	**Better than even**	$625k–$1.13M	Truck company, City, manufacturer (as non-settling defendants)

Not sized on this record: Delayed-diagnosis claim (negative CT read, 6-day delay) (against H+H (Elmhurst) or Elmhurst affiliate and radiologist), the swing, unlikely; Dark-signal claim against the City (against City of New York), unlikely; Restraint-defect claim against vehicle and seatbelt manufacturer (against Unidentified manufacturer), unlikely; Son's supplementary UM/UIM coverage (against Son's auto carrier), unlikely; Net-to-client erosion from liens: comp, no-fault, Medicaid, prior firm (against Comp carrier, no-fault carrier, Medicaid plan/State, prior firm), exposure, likely; Forfeiture of future comp benefits on settlement without carrier consent (against Agency's comp carrier), exposure, even. Missing pieces (7) says what sizes them.

Exposure: $625k–$1.13M expected against the client.

Net change to recovery from the 15-108 offset when the driver's equitable share is at or below the TNC payment: `tnc_paid - offset_15108 =` **$0**

6 · WHO ELSE IS ON THE OTHER SIDE

Truck company and its carrier. Confirmed $1M CSL, silent on excess; may hold title to the vehicle as property-damage payer. *Next:* Will argue the driver's share came off the table after any release; likely to resist excess disclosure. T25 · T19 · T31

City of New York. No notice of claim served; will oppose late notice and deny notice of the signal outage. *Next:* Contest leave on prejudice and actual-knowledge grounds if an application is made. T11 · T15 · F:f12

H+H and Elmhurst affiliate. No notice served; radiologist's employer unknown, so the defendant and the clock are unresolved. *Next:* Contest late notice and causation of added harm. T13 · F:f17

Vehicle and seatbelt manufacturer. Unidentified and unnoticed; will blame the driver and any lost evidence. *Next:* Will exploit spoliation if the auction proceeds. T15 · T17 · T31

Agency comp carrier. Unnotified; would hold a lien and future credit if the trip was in the course of employment. *Next:* Will controvert compensability once a claim is filed. T33 · T34

Son's auto carrier. No notice given; limits and consent conditions unknown. *Next:* May read resident-relative status narrowly after notice. T25 · F:f31

Prior firm, no-fault carrier, Medicaid plan. Prior firm expects a fee and holds a charging lien; no-fault and Medicaid will seek reimbursement. *Next:* Prior firm will assert its fee at disbursement; the others serve lien notices once a recovery is in view. T37 · T35 · T38

7 · MISSING PIECES — RANKED BY WHAT THEY MOVE

#	WHAT TO GET	MOVES	STATE
1	Nothing has been served on either the City or the hospital.	`sizes the swing`: Dark-signal claim against the City; Delayed-diagnosis claim (negative CT read, 6-day delay)	Not asked
2	Radiologist's employer; Accrual of the hospital claim; Causation added harm; Ct read report.	`sizes the swing`: Delayed-diagnosis claim (negative CT read, 6-day delay)	Claimed · Not asked
3	TNC policy limit; Truck carrier limit; Truck excess; Tnc excess; Life care plan.	$675k	Claimed · Not asked
4	Oral conditional limits offer; Counsel is not saying yes because the truck company and the City will argue the driver's share came off the table with him, and the manufacturer will hang the crash on a released driver.	$500k	Claimed · Not asked
5	Course of employment.	`an unsized claim`: Net-to-client erosion from liens: comp, no-fault, Medicaid, prior firm; Forfeiture of future comp benefits on settlement without carrier consent	Claimed
6	Vehicle at salvage, auction pending.	`an unsized claim`: Restraint-defect claim against vehicle and seatbelt manufacturer	Claimed
7	Notice of claim status, City and H+H; Counsel's 'fourteen days from today' statement; Title holder of the vehicle.	`gates all`	Claimed

18 further undocumented fact(s) move no claim's value and gate nothing.

8 · ALSO ON FILE

Medium: `J14` Controlling authority missing on decided points `N:479d0337 · N:7593fab1 …`

9 · THE RECORD AND THE AUTHORITIES

The file rests on 21 key facts: 2 documented, 16 claimed, 3 not asked.

Documented or corroborated: Counsel sent a preservation letter to the TNC bodily-injury adjuster, with no confirmation anyone acted. (T17); The prior firm signed her July 2, sent one letter, and expects a fee; counsel holds the retainer, not the file. (T37,T39).

Also relied on, from memory: CPLR 1601; GML 50-e, 50-i; GML 50-e; 11 NYCRR 60-2.3(f); GOL 15-108; WCL 29; 42 USC 1396p; Gallardo v Marstiller; spoliation standard; GML §§ 50-e(5), 50-i(1); Vehicle and Traffic Law § 1229-c(8).

Scores and dates are code's arithmetic on the record and the ranges above, not calibrated against outcomes. Only authorities marked read were read from their text in this run; confirm every other citation before reliance.

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