

Commonwealth of Massachusetts  
County of Suffolk  
The Superior Court

CIVIL DOCKET#: SUCV2009-02887-G

RE: Camilli v Cicconi Equipment Company et al

TO: Thomas M Greene, Esquire  
Greene LLP  
ONE Liberty SQ.- Suite 1200  
Boston, MA 02109

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**NOTICE OF DOCKET ENTRY**

You are hereby notified that on **03/16/2012** the following entry was made on the above referenced docket:

**Petition for Approval of Settlement APPROVED ( Hogan J) Notice sent 3/16/12**  
Dated at Boston, Massachusetts this 16th day of March,  
2012.

Michael Joseph Donovan,  
Clerk of the Courts

BY: Judith Trocki  
Assistant Clerk

Telephone: 617-788-8121

(date) March 15, 2012

W. B. McDonald  
Assistant Clerk

14

*Notified*

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO: 09-2887G

LEO CAMILLI  
Plaintiff

v.

CICCONI EQUIPMENT  
COMPANY  
and THOMAS FLEBOTTE  
Defendants

*3/15/12. After hearing, the court finds that the settlement is fair & reasonable. Accordingly, the petition is approved. Hagan, C.*

PETITION FOR APPROVAL OF SETTLEMENT

The Plaintiff, Leo Camilli ("Camilli"), respectfully petitions this court pursuant to General Laws Chapter 152 § 15 to approve a settlement with the Defendants in the above-referenced matter. As grounds for this Petition, Camilli states as follows:

1. The incident that gave rise to this litigation occurred on July 24, 2007 on Chester Street in Brighton, Massachusetts.
2. At the time of the accident, Camilli worked for Cicconi and Sons Construction Company, Inc.
3. At the time of the accident, Camilli was a laborer whose job was to excavate broken up sections of sidewalk, scraping small pieces of the sidewalk into a pile for removal by a backhoe.
4. On July 24, 2007, Camilli alleges he was struck in the back by the bucket of a backhoe operated by Defendant Thomas Flebotte, an employee of Cicconi and Sons Construction Company, Inc.

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JGN  
TMG  
MAT  
DRC*

5. As operator of the backhoe, Camilli alleged that Defendant Thomas Flebotte had a duty to ensure that the work zone was clear of workers such as Camilli before swinging the backhoe back to the work area. Camilli alleged that Flebotte breached this duty, striking Camilli with the backhoe bucket and causing Camilli injury.
6. Camilli was allegedly injured as a result of being hit in the back by the backhoe bucket. Camilli sustained injury to his lower back, including disc extrusion and annular tear at L5-S1, and impingement of nerve roots requiring cortisone injections and multiple back surgeries. Despite numerous injections and surgeries he has found no relief from the pain. He has been prescribed Valium and Percocet which he continues to take on a daily basis. His physicians have recommended further surgery in the form of decompression fusion at L5-S1, but have informed Camilli that it is possible that the surgery could worsen his condition, causing more back pain and further limitation.
7. As a result of his injuries, physicians have found that Camilli is completely disabled from any kind of physical employment and is restricted from positions that require him to lift more than light weights or require prolonged sitting, standing, stooping, crouching, kneeling, bending or twisting. A vocational expert has found that Camilli would not be able to perform the essential functions for jobs that exist in the competitive labor market; and an economist has projected that the present value of Camilli's loss of earning capacity totals \$1,402,507.00.

8. Camilli filed a Complaint against Defendants Cicconi Equipment Company and Thomas Flebotte, alleging that Camilli was injured as a result of the negligence of both Defendants.
9. Defendants have contested liability and the extent of Camilli's alleged disability and damages.
10. At the time of his injury, Camilli was earning \$525.01 per week. Camilli received workers compensation benefits from EastGUARD Insurance Corporation (hereinafter "Guard"), which have been paid in the following manner:

Indemnity:	\$ 78,309.10
Medical Expenses:	<u>\$ 56,437.15</u>
TOTAL:	<u>\$ 134,746.25</u>

See EastGUARD Insurance Corporation Total Statutory Lien Accrued to February 29, 2012, attached hereto as Exhibit A.

11. Guard has a statutory lien for \$134,746.25 for its payments to Camilli.
12. Guard will pay \$44,915.42 towards attorneys' fees and \$1,497.77 toward costs incurred in this action.
13. Guard will accept \$88,333.06 in complete and final settlement of its statutory lien and obligations for attorneys' fees and costs.
14. Guard understands and agrees that they remain obligated to pay those reasonable and necessary medical expenses incurred up to the date of the approval of this Petition. Pursuant to Hunter v. Midwest Coast Transport, Inc.

400 Mass. 779 (1987), Guard will pay 34.44% of any future c. 152 benefits until Camilli has been reimbursed for his share of attorneys' fees and costs in the amount of \$504,704.90 and Guard has exhausted its offset of \$960,548.85.

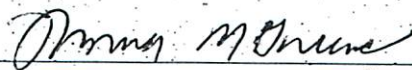
Thereafter, Guard will pay 100% of any c. 152 benefits which become due.

15. On behalf of Defendants Cicconi Equipment Company and Thomas Flebotte, third party insurers American Fire & Casualty Co. and Ohio Casualty Insurance Co. have offered a cash settlement to Camilli in the amount of \$1,600,000 to settle the third-party tort claims against them. See Third-Party Settlement Statement, Exhibit B and Camilli Final Expense Statement, Exhibit C.
16. Camilli recognizes the risks attendant in pursuing this matter to trial and is satisfied with and requests approval of the terms of the settlement.

WHEREFORE, Plaintiff Leo Camilli respectfully petitions this court pursuant to General Laws Chapter 152, § 15, to approve a settlement with the Defendants in the above-captioned matter.

PLAINTIFF LEO CAMILLI,

By his attorneys



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DEFENDANTS CICCONI  
EQUIPMENT COMPANY AND  
THOMAS FLEBOTTE LEO CAMILLI,  
By their attorney



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EastGUARD Insurance Corporation

By its representative,



Rosemarie Farrell, AIC, CSRP

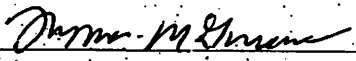
P.O. Box 888

Wilkes-Barre, PA 18703

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**CERTIFICATE OF SERVICE**

I, Thomas M. Greene, attorney for the Plaintiff, hereby certify that a true copy of the above document was served upon David R. Cain, Esq. in hand and Rosemarie Farrell, AIC, CSRP via first-class mail on March 15, 2012.

  
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Thomas M. Greene