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## Bridge collapse case nets \$10M settlement

### Litigation stemmed from one death, one injury at I-80/I-294

BY JAMIE LOO

Law Bulletin staff writer

Two settlements totaling more than \$10 million have been reached in a Cook County construction injury case that killed one man and severely injured another when a steel bridge collapsed on top of them.

The family of Daniel F. Lopez, who was killed in the accident, will receive \$6.43 million and a \$500,000 waiver of a workers' compensation lien. The surviving ironworker, Steven Buenrostro, will get \$3.32 million and a \$500,000 waiver of a workers' compensation lien.

Both settlements were negotiated together and will be filed with Cook County Associate Judge Moira Susan Johnson next week for approval.

On Aug. 19, 2005, Lopez and Buenrostro, both 33, were union ironworkers employed by Angus Contractors, working on a "flyover" ramp at the junction of Interstates 80 and 294 south of the city.

Both men were on a lift about 30 feet in the air underneath the bridge when Lopez began to remove supports underneath one span of it. The bridge suddenly collapsed and Lopez was instantly crushed to death, according to court documents.

"It took them two days to remove him from under the steel," said Michael D. Fisher, a partner at Goldberg, Weisman & Cairo Ltd. who represented the Lopez family. "It was quite a traumatic event for the family."

Buenrostro's right arm was pinned under debris and he sustained arterial damage that required orthopedic surgeries and grafting procedures, said

Arnold G. Rubin, an equity partner at Rubin & Clark Law Offices Ltd. who represented Buenrostro in an earlier part of the case.

Buenrostro also has post-traumatic stress disorder as a result of the accident.

Lopez's wrongful-death lawsuit and Buenrostro's personal-injury case were against the bridge's contractors, including the bridge designer, on-site engineers and general contractors. There was dispute among the defendants over who was liable for the accident.

"There were compelling arguments on both sides of whether it was the designer's fault or whether it was the erectors and people in the field," said David C. Wise, a partner at Burke, Wise, Morrissey & Kaveny LLC.

Wise, who along with associate Brian T. Monico filed a construction-negligence suit on behalf of Buenrostro, said the bridge was not designed properly, and engineers and contractors working on the Illinois Department of Transportation project failed to stop construction and redraw the plans before continuing work.

Fisher said the bridge's structure was uncommon, and none of the supervising engineers working for the principal defendants had ever built one before.

"It was an unusual bridge," Fisher said. "Different measures needed to be taken to stabilize it during construction that never happened."

McDonough Associates Inc. handled the structural engineering design of the bridge. The suit alleged McDonough failed to follow American Association of State Highway and Transportation Officials guidelines for steel girders and used oversized bolt holes, which are not recommended for that bridge type.

Fisher said the webbing — material that goes on the inside



Arnold G. Rubin

of the bridge supports — that was used was "laterally flimsy," and structural engineers did not account for the movement in the girders as a result of those flaws.

Knight Infrastructures was hired by IDOT to be the on-site engineers for the construction. Dunnet Bay Construction Co. served as the general contractors for the project and were contractually obligated to keep the structure stable during all phases of construction.

Fisher and Wise said Knight and Dunnet Bay both recognized problems on the construction site and were negligent in failing to stop the project and report issues to IDOT. Fisher said McDonough also failed to heed concerns from both contractors and find solutions.

Cremer, Spina, Shaughnessy, Jansen & Siegert LLC partner John P. Lynch Jr. represented Dunnet Bay Construction in the case and was the lead negotiator for the defendants.

Lynch said Dunnet Bay had a defensible case, but his clients chose to settle because McDonough, which they consider to be the culpable party, had dissolved into bankruptcy.

McDonough's insurance policy had a fixed pool of money to pay for the defunct company's legal liabilities. Dunnet Bay might

have been on the hook for any amount McDonough's insurer couldn't cover.

Dunnet Bay will pay the bulk of the settlement, though a final amount has not been set because of a pending agreement to pursue contribution rights against McDonough in arbitration, Lynch said.

Rubin, who has been following the case, said Buenrostro is relieved the case has been resolved. The permanent damage in his arm meant he could not return to ironworking, a career he loved, Rubin said.

Buenrostro now works in a factory, and the settlement will help him support his wife and two young children.

"He said he had tears of relief that the nightmare is over. It's finally over," Rubin said. "It's a life-changer for him."

Lopez's four children were 16, 12, 8 and 6 at the time of his death, Fisher said. They grew up without their father, he said, and although they feel that justice has been served, it won't bring Lopez back.

"They're happy that this is resolved and they can put this chapter behind them," he said. "They're still devastated at the loss of their father."

Goldberg, Weisman & Cairo partner Colin J. O'Malley also represented the Lopez family.

Jeffrey T. Kubes, a shareholder at Schuyler, Roche & Crisham P.C. represented McDonough Associates. Knight Infrastructures was represented by Laurie Siwek Randolph and Donald A. O'Brien, partners at Hinshaw & Culbertson LLP.

Angus Contractors was represented by John M. Riccione and Paul A. Greenberg of Aronberg, Goldgehn, Davis & Garmisa.

The cases are *Steven Buenrostro v. Dunnet Bay Construction Co. et al.*, (Dunnet Bay Construction Co. v. Angus Contractors Inc.), No. 13 L 1375; and *Crystal A. Lopez, et. v. Dunnet Bay Construction Co., et al.*, No. 13 L 001375.