



DIEHL & HUBBELL, LLC
304 E. Warren Street
Lebanon, OH 45036-1854



Phone: 513-932-2121
Fax: 513-932-3355



Diehl & Hubbell, LLC

Presort
Standard
U.S. Postage
PAID
Columbia Sta., OH
Permit #4

*We Rise to
the Challenge*

**3000+ CLIENTS HAVE
COUNTED ON US**

We've seen it all.
Put our skill, expertise
and knowledge to
work for you.

**Volume XVIII
Issue 9**

DIEHL & HUBBELL, LLC

Since 1988 located at:

304 E Warren Street
Lebanon, OH 45036-1854
Phone: 513-932-2121
Fax: 513-932-3355

HOURS
Mon-Fri 8am - 5pm

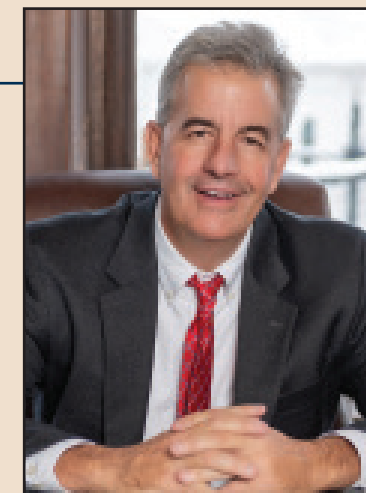
D&H Digest

Diehl & Hubbell, LLC

A note from Tom . . .

HAPPY
Thanks Giving

As we are getting to the close of
2024, we wanted to take a second to
say **THANK YOU!**



Attorney Thomas J. Diehl

We owe so much of our growth and success to the trust and
loyalty of former clients and attorneys who have referred
people to us for representation.

Your referrals are a true testament to the care and results
we strive to provide, and we are genuinely grateful for your
support. We hope these cases reflect well on the confidence
you've placed in us, and when your friends or loved ones are
injured due to someone else's negligence, we hope you con-
tinue to have them give us a call.

Thank you for being an essential part of our mission – we
look forward to continuing this journey together!

Tom

In this issue:

pg 1 ... Note from Tom
pg 2 ... Did You Know? What a Bunch of junk
pg 2 ... Recipe: Holiday Brie En Croute
pg 3 ... Words: "MOMENTARILY AND
NAUSEOUS"
pg 3 ... Smart Changes in Ohio Law

Be sure **YOU**
don't sabotage
your car
accident case!
Get your **FREE**
copy of our book.



Simply call our
office at 513-932-2121 or go
to our website and send us
a chat we'll be happy to mail
one out to you!

**HOW DID YOU
LIKE US?**



Scan this
QR code
and leave
us a review!



to meet with
clients including:

30 Garfield Place
Cincinnati, OH 45202

2121 Miamisburg-Centerville Rd.
Dayton, OH 45459

We will also come to you!

diehlhubbell.com



FELLOW
MEMBER



Thank
you

For Your Referrals

Most of our business comes from word of mouth. We are so appreciative of you sharing your good experience with the people you know!

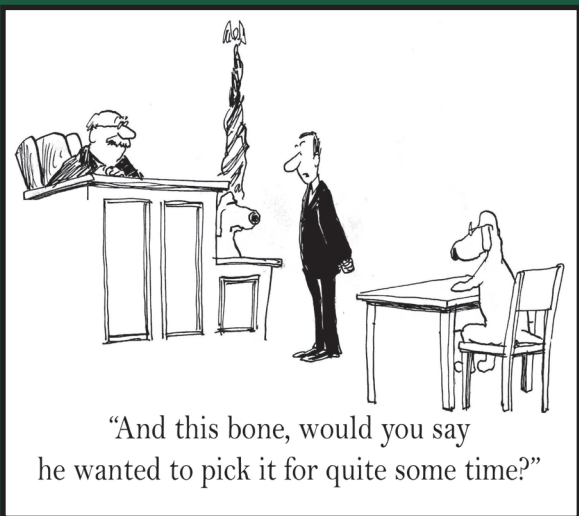
JOKES, PUNS & FUNNIES ...

Q: What do you get when you cross a law student and a dog?

A: “legal” beagle!

Q: What do you call a cat in court?

A: Purr-jury.



Holiday Brie en Croute

There's no better way to spread some cheer than with a festive, crowd-pleasing appetizer. This Holiday Brie En Croute is a favorite that's made appearances at many of our own gatherings—though I learned the hard way not to place it too close to the fireplace (the cheese will melt and ooze over the edges of the plate and stain the stone hearth forever)! This dish is as beautiful as it is delicious, with warm brie wrapped in flaky puff pastry and topped with a blend of raspberry preserves, cranberries, and almonds. Perfect with your favorite crackers, it's a surefire (no pun intended!) hit. Enjoy—and take my advice: serve it safely away from any open flame!

½ package Pepperidge Farm® Frozen Puff Pastry Sheets (1 sheet)
1 egg
1 T. water
½ cup seedless raspberry jam

⅓ cup dried cranberries, softened
¼ cup toasted sliced almonds
1 Brie cheese round (about 1 lb.)
Your favorite crackers



Thaw the pastry sheet at room temperature for about 30 min. Preheat oven to 400°. Mix egg and water and set aside. Unfold the pastry on a lightly floured surface. Roll into a 14" square and place on a parchment paper lined baking sheet. Cut off the corners to make a circle. Spread preserves to within 1" of the pastry edge. Sprinkle the cranberries and almonds over the preserves. Top with brie round. Brush exposed edges of circle with egg mixture. Fold two opposite sides over cheese. Trim remaining two sides to 2" from edge of cheese. Fold these two sides onto the round. Press edges to seal. Place seam-side down on baking sheet. Cut pastry scraps into leaves and use knife to make indentations for the ribs, if desired. Brush all pastry top with egg mixture. Bake 20 min. Or until golden. Let stand for 1 hr. Serve with crackers. Top with some cranberries and/or use mint leaves for a festive holly look.

DID YOU KNOW?

WHAT A BUNCH OF JUNK:

THINK TWICE BEFORE PURCHASING THESE VEHICLE ADD-ONS

For many the purchase of a new or used car is one of the most stressful and confusing purchase decisions. Every year car dealers routinely receive poor trust and respect ratings from various consumer guides. I submit that is because the purchase process is ridiculously confusing and opaque.

In our practice of representing people seriously injured in automobile, semi-tractor, and motorcycle accidents, we often deal with car damage issues. Sometimes this merely involves arranging for the payment of costs at a body shop. But typically, since we handle severe vehicle accidents, we must deal with a totaled vehicle. In those circumstances our client is entitled to be reimbursed for the pre-cash fair market value of the car.

Often overlooked in this process of dealing with the totaled vehicle, are various warranties and extended products purchased by our clients from the dealers. It is quite common to see that our clients have paid more than \$1,500 for an extended warranty. The purpose of this article is to make two points:

1. If you purchased an extended vehicle warranty, you should be able to get a refund for the pro rata portion of the unused warranty. For instance, if you have a three-year extended warranty and you have only owned the car for eighteen months, you should be able to get one half of the cost of that extended warranty refunded to you once the vehicle is totaled.

2. You should understand that most of these add-on products from the dealers are of highly questionable value.

In a recent case, our clients purchased “NexGen Collection Coverage.” When we contacted the dealer to obtain a refund of this product, we learned that this was not a warranty and thus not refundable. Instead, this was a product that would cover paint chips, interior damage, and other cosmetic damages for one year from the date of the purchase. In other words, our client paid more than \$1,100 for one year of paint chip protection. Our client was unable to get any refund of this product because the year of coverage had lapsed about nineteen months before his car was totaled. Another client paid \$800 for “pulse protection” which is some sort of braking light assistance in which the rear brakes pulse in a different manner, supposedly adding a layer of extra braking alert to oncoming traffic. This money could not be refunded because the products were not considered a warranty but rather, a “vehicle enhancement.”

The moral of this story is (1) to think very hard about buying any add-ons from the dealers. These are almost always bad consumer purchases and sometimes they are mostly worthless and (2) if your car is totaled, look to see if any of the add-ons you purchased from the dealer qualify as warranties as you may be entitled to a pro-rata refund.

WORDS: A LAWYER'S STOCK IN TRADE

“MOMENTARILY AND NAUSEOUS”

This digest's take on the “WORDS: A Lawyer's Stock in Trade” is a little different. Instead of looking at the etymology of words, we are discussing some humorous unintended consequences of often used phrases.

A good lawyer is very careful with the choice of words used in oral arguments, briefs and contracts. Legal journals are replete with stories where the wrong word was used in a contract resulting in a million-dollar mistake. We had a case in which insurance coverage in the amount of One Million Dollars turned on whether or not our client was “occupying” a motor vehicle. In the case, our client was not inside the motor vehicle but was, instead, outside the vehicle, putting items in the truck bed. It was important that we prove he was occupying the vehicle and the insurance company argued that he wasn't, saying he was not “inside” the vehicle. But, in that case, the insurance policy defined occupying as being “in or on” the vehicle. The Ohio Supreme Court agreed with us that someone standing nearby the pickup truck was “on” the vehicle, as that term is applied under Ohio law.

I have run across two circumstances where people frequently misuse words with comical effects. Sometimes someone will describe feeling sick to their stomach by saying that they are “nauseous.” They probably don't mean that. If you are “nauseous” that means you have the effect of being repulsive to others. The person probably meant to say that they are nauseated.

I was recently on a long-distance flight to Detroit and the pilot got on air and said that they were having a delay on the tarmac but they planned to be in the air “momentarily.” That sort of amused me and sort of scared me. I did not want this plane headed for a three-hour trip to be in the air momentarily. I really hoped that was not the case since momentarily means “for a moment” and not “in a moment.” To this officious language busybody, that seems to make a big difference.

OHIO LEGISLATIVE UPDATE: SMART CHANGES IN OHIO LAW WHICH AFFECT OHIO INJURY CASES

Ohio recently signed into law a very important act: H.B.179. I would like to issue a shout out to my friend, Adam Matthews (R. Lebanon), who was instrumental in getting this legislation passed. I will explain what this bill does and why it is so important.

Generally speaking, an individual cannot be held financially responsible for the negligence of another. The policy behind this sentiment is that individuals should not be required to police the activities of others. There are exceptions. For instance, in some circumstances parents can be held liable for the negligence of their children. Another exception is that companies can be liable for the negligent mistakes that their employees make while the employee is in the course and scope of employment. The Latin phrase for this is respondeat superior. Respondeat superior is an important part of auto accident representation. When we handle someone's serious car accident case, it is important for us to maximize recovery by making respondeat superior claims against the employer when applicable. I have been handling serious car accidents for thirty plus years and nothing much has changed with respondeat superior until the Ohio Supreme Court issued its recent decision in Clawson v. Heights Chiropractic Physicians. In the Clawson case, someone alleged to have been injured at a chiropractic clinic brought a case against the chiropractor and the chiropractic clinic. Because of some procedural issues, the case against the chiropractor was

dismissed. This led the Ohio Supreme Court to rule that the claim against the chiropractic clinic could not go forward. The effect of this Clawson decision was that a person could not bring a claim against a corporation unless it brought a claim against ALL possible individual employees of the defendant corporation.

This Clawson decision set off alarms for any attorney that handles injury claims. A notable post Clawson case, involved a claim against a nursing home alleging that a wheelchair bound resident froze to death when left outside in a transport van for seventeen hours. The law firm representing the family wanted to bring the claim primarily against the nursing home but felt compelled to name one hundred thirty-four employees as defendants because, otherwise, the nursing home could argue that one of the unnamed employees was responsible and that since not all employees were named the nursing home could not be held responsible. This is just one example of how the Clawson decision was proving unworkable.

Amazingly, the Ohio legislature, in less than twenty months, corrected the Clawson decision by enacting House Bill 171. This law makes respondeat superior cases workable and eliminates the trap created by the Clawson decision.

