



## Ankin Law Office LLC

Protecting the Rights of Injured Workers

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## Illinois Court Considers Liability for Automobile Accident



In *Thompson v. Gordon*, No. 110066, the plaintiff was injured as a result of a car accident. This [personal injury lawsuit](#) followed and the plaintiff alleged that the accident occurred, in part, because defendants' defectively "designed and constructed a 'Jersey barrier,' on the road, including the bridge deck and the areas encompassing the interchange and weave lanes."

The plaintiff claimed that the accident could have been prevented had appropriate safety features been in place—including a properly constructed "Jersey barrier."

The Supreme Court of Illinois examined the contract between the defendants and the company that hired them to provide engineering services for a project that involved making modifications to a roadway leading to a shopping mall that was being built. Some of the work that was performed involved replacement of a bridge deck.

The court concluded that the contract did not require the defendant to improve upon the design of the existing bridge deck that they replaced, and thus they could not be liable to safety design defects in the bridge deck that may have caused the accident:

(T)he scope of defendants' duty is defined by the contract between defendants and WDC. The plain language of that contract required defendants to replace the bridge deck, and in doing so, required defendants to use the degree of skill and diligence normally employed by professional engineers performing the same or similar services. The use of the phrase "same or similar services" limits the scope of defendants' standard of care to replacing the bridge deck. Because the standard of care was expressly limited to defendants' duty to replace the bridge deck, (t)he trial court in this case correctly found that defendants' duty to plaintiff, and the scope of that duty, was circumscribed by the terms of defendants' contract with WDC, which did not require defendants to consider and design an improved median barrier. Because defendants owed no duty to plaintiff to consider and design an improved median barrier, the trial court properly granted summary judgment in favor of defendants.

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