

# The Indiana Jury Verdict Reporter

The Most Current and Complete Summary of Indiana Jury Verdicts

July 2026

Statewide Jury Verdict Coverage

27 IJVR 7

*Unbiased and Independently Researched Jury Verdict Results*

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## Civil Jury Verdicts

Timely coverage of civil jury verdicts in Indiana including court, division, presiding judge, parties, cause number, attorneys and results.

### **Medical Malpractice - Plaintiff's urologist prescribed her an antibiotic despite being informed she was allergic to the medication and then did not provide adequate follow-up care; as a result, plaintiff suffered permanent liver damage**

*Cox v. Orr, et al.,*

49D12-2304-CT-13666

Plaintiff: Mark W. Sniderman, *Sniderman Law*, Indianapolis; and Wesley Moss, *Woody & Vaughan, P.C.*, Indianapolis

Defense: Michael Roth and Carson D. Cox, *Eichhorn & Eichhorn, LLP.*, Indianapolis

Verdict: \$1,700,000 for plaintiffs (comprised of \$1,250,000 for Jennifer Cox and \$450,000 for Ryan Cox for loss of consortium)

County: **Marion**, Superior Judge: Patrick J. Dietrick (Special Judge), 4-16-26

On 8-3-20, Jennifer Cox sought treatment from Dr. Brian Orr, a urologist with Urology of Indiana, Inc., for recurrent urinary tract infections upon referral from her gynecologist. Cox had experienced repeated infections and had been referred to Urology of Indiana after undergoing diagnostic testing ordered by her gynecologist.

Cox had previously suffered an adverse reaction to the antibiotic Macrobid in 2008 when she was 25 years old that resulted in liver problems. She thereafter consistently listed Macrobid as an allergy on her medical history forms. According to Cox, she also informed Dr. Orr of

that history during her office visit.

Despite being given this information, Dr. Orr expressed skepticism that Cox was actually allergic to Macrobid. Instead, he said that Cox could take the medication safely. Accordingly, Dr. Orr prescribed Macrobid to be taken following intercourse as a preventative measure against future urinary tract infections and ordered baseline liver function testing.

The laboratory results, received the following day, revealed markedly elevated liver enzymes. Cox alleged neither Dr. Orr nor his staff notified her of those abnormal findings or arranged the follow-up testing she had been told would occur within two weeks. There was a fact dispute here. Orr recalled that he called and left a message at a generic "voicemail" box for Cox about the results and elevated liver enzymes. Cox replied that the voicemail was not generic (it featured her name) and she had not missed a call from Urology of Indiana.

Cox continued taking Macrobid as prescribed. She took it seven times over the next couple of weeks until she developed progressively worsening symptoms. She was jaundiced, underwent a hospitalization and for a time there was a concern she would need a liver transplant. She continues to undergo regular testing on her liver function. Cox was ultimately diagnosed with a drug-induced liver injury, which she claimed resulted in permanent liver damage.

problems weren't solely related to this event and pointed out he'd also been late on a mortgage payment.

This case was tried for three days. The jury found Horizon Bank was negligent in failing to comply with the FCRA after receiving notice of a dispute. The jury assessed actual damages of \$365,000. The jury also found the bank's conduct was willful. This triggered punitive damages. The jury assessed \$2.5 million more. The verdict totaled \$2.865 million.

Judge Simon did not immediately enter a judgment and gave the parties 28 days to submit post-trial briefs. Horizon Bank has moved for a hearing status and an extension to the time to reply. Why? It has added new counsel to the defense legal team (*Barnes & Thornburg*) and is awaiting the completion of the trial transcripts. That motion was pending at the time of this report.

#### Case Documents:

[Indiana Court of Appeals Opinion](#)

[Summary Judgment Opinion](#)

[Pretrial Order](#)

[Jury Instructions](#)

[Jury Verdict](#)

### **Premises Liability - A boys' basketball coach was injured when he slipped and fell on ice while boarding the team bus at the conclusion of a road game**

*Gilbert v. Traders Point Christian Schools, Inc.*, 06-D01-2310-CT-1400  
Plaintiff: Lance R. Ladendorf and Colin E. Flora, *Pavlack Law, LLC.*, Indianapolis

Defense: Michelle K. Floyd, Fort Wayne and William I. Amberger, Indianapolis, both of *Krieg DeVault*  
Verdict: \$600,000 for plaintiff  
County: **Boone**, Superior  
Judge: Matthew C. Kincaid, 6-25-26

On 1-8-22, Joshua Gilbert, age 59, was serving as the varsity boys' basketball coach for the Indiana Math and Science Academy (IMSA). Gibson (he's originally from Louisiana) and had played a redshirt year (1986-1987) at Alabama for Wimp Sanderson before moving into basketball coaching and player development.

On this January evening, Gilbert's IMSA team played a road game against Traders Point Christian School located at 5608 Whitestown Pkwy in Whitestown. IMSA prevailed 70-65. Following the game, Gilbert walked with his players toward the team bus, which was parked next to a sidewalk adjacent to the athletic building.

As it happened, the Whitestown area had experienced below-freezing temperatures over the previous few days along with an accumulation of snow and ice. As Gilbert stepped from the sidewalk toward the bus (it was parked in a fire lane), he slipped on an icy surface and fell. The record does not reveal the exact nature of his claimed injuries but the medical care suggests a lower extremity

fracture. However, his medical expenses totaled \$20,859 billed and \$12,926 accepted. The plaintiff's medical expert at trial was Dr. Joseph Randolph, Orthopedics. Indianapolis.

Gilbert initially filed suit against Traders Point Christian Schools. In an amended complaint several other defendants were added, including Traders Point Christian Church, Providence Outdoor, Inc., and Robert Richards.

Plaintiffs alleged a number of acts of negligence on the part of defendants. They included a failure to maintain the premises in a reasonably safe condition, inspect for hazardous conditions, remove or remediate ice, warn invitees of dangerous conditions, and adopt reasonable policies for snow and ice removal.

Gilbert's wife, Stephanie Gilbert, also presented a derivative claim for her loss of consortium. During the course of the litigation, Gilbert stipulated to the dismissal of all defendants except Traders Point Christian Schools. Also Stephanie likewise dismissed her consortium claim. The litigation continued solely on Gilbert's claim against Traders Point Christian Schools, Inc.

Traders Point Christian Schools defended the case and denied liability. It contended that Gilbert's own negligence contributed to his fall, that he assumed the risk presented by the surface conditions, and that other individuals, including assistant basketball coach Robert Richards and Gilbert's employer, Indiana Math and Science Academy, bore responsibility for the incident. Particularly his assistant (Richards) had parked the bus illegally in a fire lane. The identified defense IME was Dr. Marc Duerden, Physical

## Historical Verdict

**Workplace Negligence - While doing an excavation to create a cave to store natural gas, the plaintiff was killed in a collapse event – his estate took \$175,000 against the gas company that had contracted with his employer to build the cavern – the appellate court reversed, finding that the gas company owed no duty to the plaintiff who was working for the underlying independent contractor**

*Howard v. Texas Eastern Transmission*

Plaintiff: Roger Pardieck, Seymour

Defense: John T. Sharpnack,  
Columbus

Verdict: \$175,000

County: **Monroe**

Judge James Dixon

Date: April 17, 1982

Earl Howard, age 34 and of Celina, OH, was working for Fenix & Scisson, Inc., and was working on the construction of a cavern on March 14, 1975. The cavern was located north of Seymour. Fenix had contracted with Texas Eastern Transmission to build the cavern to store natural gas.

As Howard was working some 350 feet underground, the cavern collapsed and a large slab of rock fell on him. He died by suffocation. Howard was survived by his wife and eight children. That day his wife had been staying with his newest child (eight months old) at a Seymour motel.

Howard's estate (it proceeded through an administrator, Seymour National Bank) alleged negligence by Texas Eastern regarding the project. The case was venued to Monroe County and tried seven years later in Bloomington.

The jury deliberated nearly 12

hours from 1:30 in the afternoon on a Friday afternoon until just after midnight early Saturday morning. The verdict was for the estate in the sum of \$175,000. That would be approximately \$600,000 in 2026 dollars. It was called "possibly" the largest verdict in Monroe County history for a personal injury case. The presiding Judge Dixon remarked he'd settled larger cases, but this was the "biggest" verdict issued by a jury.

Texas Eastern appealed and argued that Fenix (Howard's employer) was an independent contractor on the project and thus it owed Howard no duty. The Indiana Court of Appeals agreed in a short opinion issued in November of 1983. See *Texas Eastern v. Seymour National Bank*, 451 N.E.2d 698 (Ind. Ct. App. 1983).

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