



DAILY REPORT



(l-r) Jeb Butler and Matt Kahn of Butler Kahn and Ronnie Mabra of Mabra Law Firm.
Courtesy photos

NEWS

\$6M Settlement: Litigators Circumvent Insurers' Exclusion

Less than two years after a stray bullet killed a sleeping child inside her Griffin apartment, plaintiff counsel with Butler Kahn and Mabra Law and defense counsel with Drew Eckl & Farnham negotiated a \$6 million wrongful-death settlement.

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By Cedra Mayfield
Litigation Reporter

What You Need to Know

- Collaborating plaintiff counsel with Butler Kahn and Mabra Law Firm resolve \$6 million settlement opposite defense counsel with Drew Eckl & Farnham in wrongful-death complaint.
- Settlement resolves March 14, 2023, shooting death of 11-year-old killed by stray bullet at Northside Hills Apartments, commonly known as Spalding Heights apartments, in Griffin.
- Plaintiff counsel leveraged existing apartment communications with tenants to overcome defendant insurers' assault and battery exclusions.

Less than two years after a stray bullet killed a sleeping child inside her Griffin apartment, plaintiff counsel for the 11-year-old's mother and defense counsel for the Northside Hills Apartment complex have negotiated a \$6 million wrongful-death settlement.

Having worked opposite Drew Eckl & Farnham defense counsel, collaborating plaintiff counsel with Butler Kahn and Mabra Law credit the seven-figure resolution to their ability to establish liability.

Now the prevailing plaintiff team is revealing to the Daily Report how counsel leveraged a Georgia Fair Business Practices Act violation to overcome an assault and battery exclusion contained in the defendant's insurance policies.

'Maintained a Continuing Nuisance'

Following the death of Asijah L. Jones on March 14, 2023, Atlanta litigators Ronnie Mabra of Mabra Law teamed with Butler Kahn partners Jeb Butler and Matt Kahn to represent Jones' family in bringing a wrongful-death complaint against Northside Hills Apartments, commonly known as Spalding Heights apartments, the following month.

The complaint also named Stonebridge Global Partners, Stonebridge Global Management, Trimark Northside, Trimark Management, SH Management Co., Tana Ingram and Assure Solutions as defendants—some of which plaintiff counsel later deemed "corporate shell companies."

In an amended complaint filed in July 2024, plaintiff counsel alleged Jones' death had been "a direct and proximate result of the Stonebridge Enterprise's negligence, wanton and reckless acts through their employees, agents, and/or apparent agents."

In addition to alleging the apartment complex had been "a gang haven," plaintiff counsel claimed the "defendants knew that Northside Hills was ... a dangerous place."

"Defendants maintained Northside Hills Apartments in a dangerous condition on a regular basis over a period of time in which they took no action, or took inadequate action, to correct the condition," the amended complaint alleged. "Defendants maintained a continuing nuisance."

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Contending the complex's operators "did nothing to keep Kionta Parks[, the man accused of wounding Jones,] away from Northside Hills Apartments," plaintiff counsel assessed

liability for the child's death to the defendants on grounds Parks' "wrongful entry" to the premise had been "attributable to Defendants' action and/or inaction."

Barbara A. Marschalk of Drew Eckl Farnham in Atlanta handled the apartment complex's defense but did not respond to a Daily Report request for comment regarding the wrongful-death action.

Seeking accountability, plaintiff counsel pursued discovery that would help establish liability.

Butler detailed that the plaintiff team procured communications from the apartment complex that acknowledged its owners' existing

knowledge of criminal activity on and surrounding the premise.



Barbara A. Marschalk of Drew Eckl Farnham in Atlanta. Courtesy photo

Specifically, plaintiff counsel obtained a 2016 letter addressed to residents in which the apartment owners wrote that "[t]here is a known resurgence of gang activity in the area and within the community." "Another written communication identified several residents believed to be gang members," Butler said in a firm statement.

'Exclusion Did Not Apply'

Albeit prepared to litigate the case, plaintiff counsel leveraged the discovery to request a policy limits resolution with the defendants' insurers, Admiral Insurance Co. and Scottsdale Insurance Co. However, Butler said securing a favorable resolution for Jones' family required additional efforts from the plaintiff team.

"Even though liability was clear, the owners argued that they were only responsible for \$500,000 because of an 'assault and battery' exclusion in their insurance policy," Butler said.

Butler explained that assault and battery exclusions are common for apartments and businesses located in high-crime areas as a way to limit claims that arise from criminal activity. He noted that assault and battery exclusions have undergone Georgia appellate review and approval but said that didn't stop plaintiff counsel from pursuing the defendants.



Jeb Butler of Butler Kahn. Courtesy photo

"[J]ust because an exclusion applies, does not mean that a claim cannot be made," Butler said. "[W]e insisted that the owners provide full copies of the insurance policies. It's important to always review the full insurance agreement where a policy contains an exclusion because Georgia courts liberally construe insurance contracts in favor of coverage."

After reviewing the insurance agreement, Butler said plaintiff

counsel concluded that the exclusion applied to a claim arising from an assault and battery event but not to claims that did not arise from the shooting. Plaintiff counsel posited that "the exclusion did not apply to misrepresentations that the owners made about the apartment's safety." According to Butler, the defendants had "attracted tenants by promising a safe community at an affordable price." Plaintiff counsel noted that "the owners told [the plaintiff] that the apartments were safe by representing that that the apartments were a gated community with security cameras and on-site security guards to protect residents."

"In reality, none of that was true. The apartments had gates, but those gates were not operational. The gates remained open, allowing people to come and go. The apartments had security cameras, but none of them were operational at the time of the shooting. Finally, although the apartments occasionally had on-site security guards, the owner denied that those security guards were responsible for keeping residents safe," Butler said. "Based on those facts, we concluded that the owner was legally responsible for violating the Georgia Fair Business Practices Act, [which] was enacted to protect the public from unfair or deceptive trade practices that harm consumers."

Having leveraged the insurer's alleged violation of the act to circumvent its assault and battery exclusion, Butler said plaintiff counsel offered to settle the wrongful death complaint for the defendants' full \$6 million policy limits.

"The owners' insurers accepted the offer," Butler said. "While no amount of money can bring back a loved one, the additional money will enable [the plaintiff] to provide for her other children for the rest of their lives."



Ronnie Mabra, The Mabra Firm. Courtesy photo

With the plaintiff's desired annuity funded Jan. 7 and the settlement finalized the following day, plaintiff counsel Mabra expressed gratitude for the resolution.

"I'm proud of this result and pleased that the settlement funds will be put to good use for our client's family through the long-term annuity structure that she has chosen," Mabra said.

For Butler and Kahn, the settlement underscored the importance of engaging in thorough discovery.

"Unraveling the owners' corporate shell game was critical," Kahn said.

"Once we proved that the owners' supposedly unrelated company was actually calling the shots at the apartment complex, the case settled."



Matt Kahn of Butler Kahn. Courtesy photo

Butler agreed.

"I trust the statements of corporate shell entities about as far as my 6-year-old son can throw an anvil," Butler said.

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