

SUPREME COURT OF OHIO

Hutchings v. Childress

119 Ohio St. 3d 486 (Ohio 2008) · Decided September 17, 2008

SUMMARY

The Ohio Supreme Court held that an injured spouse may recover the fair market value of home health care provided gratuitously by the uninjured spouse. The proper measure of damages is the economic value of the care, not the uninjured spouse’s lost wages or income. Because the plaintiffs presented evidence only of lost income and not the market value of the care, the court affirmed the judgment against them on that issue.

CASE DETAILS

COURT	Supreme Court of Ohio
WRITING FOR THE COURT	Pfeifer, J.; Moyer, C.J.; Lundberg Stratton, J.; O'Connor, J.; O'Donnell, J.; Lanzinger, J.; Cupp, J.
JURISDICTION	Ohio
DECIDED	September 17, 2008
DISPOSITION	affirmed
PROCEDURAL POSTURE	Discretionary appeal to the Supreme Court of Ohio following affirmance by the Fifth District Court of Appeals; the appellate court also certified a conflict with the Second District's decision in Depouw v. Bichette.
STANDARD OF REVIEW	The court reviewed the legal question concerning the proper measure of damages and whether the requested jury instruction was warranted; the opinion does not state a separately labeled standard of review.
PRECEDENTIAL VALUE	Published opinion of the Supreme Court of Ohio; binding Ohio precedent.
PARTIES	Nancy Hutchings, John Hutchings v. David Childress, Central Ohio Paintball, Inc.

TOPICS

- negligence
- personal injury
- damages
- loss of consortium
- remedies

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether an injured spouse may recover damages for the income lost by the uninjured spouse while providing care to the injured spouse.
2. Whether the proper measure of damages for spousal care is the uninjured spouse's lost wages or the fair market value of the care provided.
3. Whether damages for care provided by an uninjured spouse may be recovered as part of the injured spouse's claim rather than the uninjured spouse's loss-of-consortium claim.

HOLDINGS

1. An injured spouse's damages against a tortfeasor may include the fair market value of the home health care provided by the uninjured spouse, but may not be measured by the uninjured spouse's lost income.
2. Damages for care provided by the uninjured spouse must be part of the injured spouse's claim and cannot be recovered as economic damages on the uninjured spouse's loss-of-consortium claim.
3. The trial court properly refused to instruct the jury on John's lost wages because the plaintiffs offered evidence only of those lost wages and not evidence of the economic value of the care provided.

KEY QUOTATIONS

“We hold that part of the injured spouse’s damages against a defendant can include the fair market value of the home health care provided by the uninjured spouse. Damages are measured not by the lost income of the supporting spouse but by the market value of the services he or she renders.” (at 486)

“The appropriate measure of damages for an uninjured spouse’s provision of care to an injured spouse is the economic value of the care provided, not the value of the lost wages incurred in providing that care.” (at 493)

FACTUAL BACKGROUND

Nancy Hutchings suffered a traumatic brain injury in an automobile accident caused by David Childress, an employee of Central Ohio Paintball, Inc. Her injuries impaired her cognitive abilities and prevented her from performing many household activities. Her husband, John, provided extensive care, attended therapy and medical appointments, assumed household duties, and missed work. The Hutchingses presented evidence of John's lost income and the value of Nancy's former household services, but no evidence of the market cost of professional home nursing care.

PROCEDURAL HISTORY

Nancy Hutchings sued for injuries arising from an automobile accident, and John Hutchings asserted a loss-of-consortium claim. The trial court refused to instruct the jury that it could award damages for John's income lost while caring for Nancy, although the jury awarded damages on both claims. The Fifth District affirmed, and certified a conflict concerning whether an injured spouse may recover the uninjured spouse's lost income from

providing care. The Supreme Court of Ohio accepted the discretionary appeal and conflict certification and affirmed.

DISPOSITION

affirmed

CASES CITED

- Clouston v. Remlinger Oldsmobile Cadillac, Inc., 22 Ohio St. 2d 65, 51 O.O.2d 96, 258 N.E.2d 230 (1970)
- Depouw v. Bichette, 162 Ohio App. 3d 336, 2005-Ohio-3695, 833 N.E.2d 744
- Hutchings v. Childress, Delaware App. No. 05CAE05-031, 2006-Ohio-7323, 2006 WL 6013390, ¶¶ 29-32
- Griffen v. Cincinnati Realty Co., 15 Ohio N.P. (N.S.) 123, 27 Ohio Dec. 585
- Howard v. McKittrick, Franklin App. No. 87AP-148, 1987 WL 13837
- Cincinnati Omnibus Co. v. Kuhnell, 9 Ohio Dec. Rep. 197
- Rouse v. Riverside Methodist Hosp., 9 Ohio App. 3d 206, 9 OBR 355, 459 N.E.2d 593 (1983)
- Kerns v. Lewis, 249 Mich. 27, 227 N.W. 727 (1929)
- Pullman Palace-Car Co. v. Smith, 79 Tex. 468, 14 S.W. 993 (1890)
- Keeth v. State Department of Public Safety & Transportation, 618 So. 2d 1154, 1163 (La. Ct. App. 1993)
- Morgan v. Louis Cenac, M.D., 634 So. 2d 60, 64 (La. Ct. App. 1994)
- Pryor v. Webber, 23 Ohio St. 2d 104, 107, 52 O.O.2d 395, 263 N.E.2d 235 (1970)
- Young v. Cantz, 85 R.I. 7, 125 A.2d 181 (1956)
- Rios v. Bigler, 847 F. Supp. 1538, 1547 (D. Kan. 1994)