
RLS Recovers 8.65M After Massive Fatal Gas Explosion

Settlement \$8,650,000**Case** The Estate of W.K., et al. v. Solar Installation Company, Solar Financing Company, City/Fire Department, et al.**Plaintiff Attorney(s)** Eustace de Saint Phalle, Olivia K. Leary, Gelareh Golriz, & Shana Nazarian**Facts and Allegation:**

In summer of 2019, solar installers working at a residential home were attempting to place a grounding rod when they struck a gas line. Later investigation showed that the solar installation company had been contracted by another solar financing company to sell their products and install the products onto customers' homes. However, at this residence, the solar installation company failed to have the underground utilities marked as required by law and failed to get the proper permits before beginning their work.

After striking the gas line, the solar installation team called 911 and the Fire Department and Gas Company were dispatched. The solar team knocked on the door of the home, advising the home owner, a mother with two young children, what had occurred and that she should evacuate the premises. The homeowner left the home and waited in her vehicle across the street.

Within a few minutes, the Fire Department arrived on scene. The responding fire fighters, led by a Fire Captain, took control of the emergency response, including establishing Incident Command, creating and maintaining a perimeter, and generally controlling the incident scene. The Fire Captain spoke to the solar installation team and was shown where the grounding rod had hit the gas line – approximately a foot from the side of the residence. He set up a perimeter around this site and placed his team around the premises. A few minutes later, the

Gas Company employees assigned to get control of the leaking gas arrived on the scene. This group was composed of W.K., the lead technician, and A.S. W.K. and A.S. had worked together on numerous gas leaks and after the Fire Captain identified for them the location of the gas leak, began working to stop the leak.

In order to stop the gas leak, the Gas Company employees determined that the most efficient and safest way to do so would be to expose the line around the damaged area so that the line could be “pinched”, stopping the leaking gas, and then the damage could be repaired in the same area. W.K. and A.S. quickly got to work, breaking up the concrete around the leak, digging out the surrounding earth and exposing the line. As they had on all prior occasions, they relied on the Fire Department personnel to control the scene and maintain the evacuation of the premises.

As the Gas Company employees were working to control the gas, the Fire Captain approached the homeowner waiting in her vehicle. Contrary to training and all common sense, the Fire Captain told the homeowner that if she wanted to, it would be safe for her to reenter the home to collect some additional items. Sensing that this was odd advice, the homeowner approached the Fire Captain a second time and asked if he was sure it would be safe to do so. This exchange was caught on a nearby Ring camera. The Fire Captain affirmed his

statement, and the homeowner entered her home. A few moments later, the home exploded, becoming a massive fireball. Later investigation showed that the garage of the residence, the interior room directly adjacent to the leak, had become filled with gas that had been migrating under the slab. The force of the explosion and subsequent fire killed W.K. and injured many others.

W.K.'s next of kin brought an action against the solar installer, the solar financing company and the City/Fire Department.

Plaintiff's claims faced some critical difficulties. First, as responding Gas Company employees, allegations were made that Plaintiff had some comparative fault and/or was the cause of the explosion. Expert analysis showed however that the ignition source of the gas explosion was not related to the actions of the Gas Company, but instead due to the ignition of migrating gas inside the home. Although the residence was largely destroyed in the blast, experts determined that the ignition had occurred in the garage and that the homeowner's reentrance had likely activated the HVAC system, sparking the gas accumulating there.

Second, later investigation showed that the solar financing company had actually hired the solar installation company to sell its products and perform installations on its behalf without informing the homeowner customers they would actually be working with two separate entities. Instead, plaintiff argued that the solar financing company purposely kept its customers in the dark, providing false assurances that all work would be done safely and in compliance with the applicable laws and regulations. Plaintiff asserted that in reality, the solar financing company failed to supervise, manage, or review the work performed by the solar installer, and instead incentivized installations to be performed so quickly

that critical safety steps were unable to feasibly be followed.

Further, Plaintiff showed the solar financing company separately contracted with the installer in order to direct the installer's sales policies, marketing, designs and plans, and installation practices, rendering the solar financing company an overseeing and controlling partner. Intensive litigation for multiple years, including written discovery requests and depositions of both companies' senior employees, was required in order to demonstrate the entwined relationship and liability of both entities.

Third, the Fire Department argued that as emergency responders, Plaintiff's claims could only be sustained against them if they had committed gross negligence and that the actions of the Fire Captain did not rise to that level. Plaintiff was able to demonstrate the clear failures of the Captain's actions on scene, including that allowing the homeowner to reenter the residence was in conflict with his training and basic common sense surrounding gas leaks. This was aggressively litigated, including through multiple depositions of the Fire Department's own fire investigation expert who finally acknowledged the clear failures of the Fire Captain leading to the incident.

With trial approaching in a matter of months, this action resolved at a third mediation with \$5,900,000 paid on behalf of the two solar companies, and \$2,750,000 paid on behalf of the Fire Department.

Injuries/Damages

Wrongful death action on behalf of the estate of the deceased, W.K., and his next of kin, his mother and her young sons who he helped financially support when alive.