

Property & Injury Claim

Lockout/Tagout Construction Site Tragedy

The Problem

The project was a new, 280 unit apartment complex. A young trainee working for the Fire Sprinkler Subcontractor was instructed by his supervisor to remove the cap from a fire sprinkler pipe. Tragically, the cap burst off the pipe and crushed his skull. The injured party survived, but needed extensive reconstructive surgery. The accident was a worker's compensation claim so the Plaintiff was unable to sue his employer. He instead sued the General Contractor and Stucco Subcontractor for negligently re-pressurizing the system, leading to his injury.

The Solution

Pete Fowler Construction was hired by the Stucco Subcontractor, who had a contractual indemnity agreement favoring the General Contractor. We began our investigation analyzing testimony from the Plaintiff's employer's employees. They had no safety training other than having new hires shadow a supervisor for an undetermined amount of time. Employees described a lack of required jobsite safety meetings, and that they never followed Lockout/Tagout safety procedures. In fact, the Plaintiff's Supervisor acknowledged that he had never heard of a Lockout/Tagout procedure. The Stucco Subcontractor had turned on the water, but under oath the Plaintiff's Supervisor admitted it was his responsibility to check that the water was off before having the trainee remove the cap. The Supervisor skipped this precaution with the justification that he had done this the night before. The Plaintiff was not wearing protective goggles, had improperly placed his ladder, and was standing directly in front of the pipe when removing the cap; all of these precautions should have been part of his safety training. We composed a "OSHA Multi-Employer Worksite Analysis" and determined the Fire Sprinkler Subcontractor was the exposing employer, the creating employer, and the correcting employer; the General was the Controlling Employer. We drew conclusions in a Report and Trial Presentation, including: the Fire Sprinkler Subcontractor fell below the standard of care on many safety issues that led to the injury and were 100% responsible; the Stucco Contractor did not fall below the standard of care and were not negligent; although the General Contractor was the Controlling Employer, they performed within the standard of care, did not create the hazard, and were not negligent. In the end a settlement favorable for our client was reached, and we found out that the Fire Sprinkler Subcontractor was forced out of business.

