



PLACER COUNTY

PRODUCTS LIABILITY

Design Defect—Failure to Warn—Strict Liability—Negligence

Snow-making system explosion blamed on ball valve design

VERDICT
of the WEEK

Products Liability

Snow-making
system explosion
blamed on ball
valve design

Defense

*Turner v. Northern Indiana Brass
Company*

Placer Co., Calif., Super. Ct.

Plaintiff's Counsel Anthony J. Poidmore,
Law Office of Anthony J. Poidmore,
Roseville, CA**Defense Counsel** Paul Caleo, Burnham
& Brown, Oakland, CA

VERDICT

Defense

CASE

Kevin E. Turner v. Northern Indiana Brass Co. d/b/a NIBCO
and Western Nevada Supply Co., No. SCV 9387

COURT

Superior Court of Placer County, Auburn, CA

JUDGE

John L. Cosgrove

DATE

05/06/2004

PLAINTIFF

ATTORNEY(S)

Anthony J. Poidmore, Law Office of Anthony J. Poidmore,
Roseville, CA

DEFENSE

ATTORNEY(S)

Paul Caleo, Burnham Brown, Oakland, CA (Northern
Indiana Brass Co.)
David A. Hirshik, Law Offices of David A. Hirshik,
Walnut Creek, CA (Western Nevada Supply Company)

FACTS & ALLEGATIONS In November 1998, plaintiff Kevin Turner, 40, in his role as mountain manager for Homewood Ski Resort on Lake Tahoe, purchased 10 two-inch brass ball valves (model number T-585-70) manufactured by Northern Indiana Brass Co. (NIBCO). He purchased the valves from Western Nevada Supply Company so that they could be installed on the snow-making system at the resort. The snowmaking system at Homewood used ball valves to connect the 2-foot metal hydrants to the aboveground main 6-inch water line. The snow guns were then attached to the top of the metal hydrants. Three of the NIBCO valves were installed on the Northside snow making system.

On Dec. 7, Turner was checking a repair to the main water line at the top of the right-hand side of the Northside snow-making system when the system exploded due to unreleased compressed air. The metal hydrant at the top of the line separated at the point where the NIBCO valve connected it to the main water line. The hydrant struck Turner in the middle of his forehead and caused massive blunt trauma to his head.

It was undisputed that at some time after the installation of the NIBCO valve, but before the Dec. 7 accident, water remained in the cavity of the ball valve, which then froze and expanded, causing the valve to deform and lose some of the threaded connection between the hydrant body and the end piece of the valve.

Turner sued NIBCO, Elkhart, Ind., and Western Nevada Supply Co., Sparks, Nev., alleging strict products liability (design defect and failure to warn) and negligence. Turner contended that the design of the valve was defective because, in certain circumstances, this type of ball valve filled with water, even when it was closed, if the system was pressurized. He contended that this defect caused the explosion. He also alleged that NIBCO and Western Nevada failed to warn users that the valve could fill with water under these circumstances. Finally, Turner asserted that Western Nevada negligently recommended the wrong ball valve for the snow-making system.

The defense contended that, notwithstanding that the 2-inch ball valve allowed it to fill when closed in certain circumstances, Turner's version of the accident could not have happened as alleged, given the capacity of the pump, the design of the Northside system and the way Homewood's employees operated the system after the installation of the valve up until the time of the accident. The defense maintained that it was the poor operation of the system by the Homewood employees that allowed water to remain in the accident valve. Further, it argued, Turner's and Homewood's failure to properly vent the system on the day of the accident caused it to explode under the pressure of compressed air. Finally, NIBCO asserted that the accident valve was manufactured to its proper specifications.

INJURIES/DAMAGES Turner sustained severe facial fractures and a traumatic brain injury as a result of this accident. He claimed that his residuals included anosmia (loss of sense of smell), partial loss of sense of taste, personality changes due to his brain injury, and slight disfigurement to the bridge of his nose and forehead.

VERDICT INFORMATION In the special verdict, the jury found that the ball valve's design was a substantial factor in causing harm to Turner, but that the benefits of the design outweighed the risks of the design. The jury then found that NIBCO and Western Nevada were not negligent. The jury apportioned 90% of Turner's injuries to Homewood Ski Resort and 10% to Turner himself.

INSURERS

Royal Sun Alliance for Western Nevada
CNA Risk Management (excess carrier)
for Northern Indiana Brass

**PLAINTIFF
EXPERT(S)**

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Raymond Merala, Mechanical,
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Neil Robinson Ph.D., Metallurgy,
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Donald Horst Ph.D., Labels & Warnings,
Sunnyvale, CA

POST-TRIAL Turner intends to file a motion for new trial on the issue of apportionment only.