

# The Louisiana Jury Verdict Reporter

The Most Current and Complete Summary of Louisiana Jury Verdicts

December 2022

Statewide Jury Verdict Coverage

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## Civil Jury Verdicts

Timely coverage of civil jury verdicts in Louisiana including court, division, presiding judge, parties, case number, attorneys and results.

**Products Liability - Three men (plaintiffs) suffered severe burns (one died of an overdose four months later and linked that death to his injuries) after a recreational boat exploded – the plaintiffs blamed the explosion on a combination of a manufacturing defect in the boat (the placement of a filter) and both a manufacturing and design defect in the filter itself and thus there were two defendants, Sea Fox, who made the boat, and Yamaha, which made the filter**

*Gonzalez et al v. Sea Fox et al*, 2:19-130

Plaintiff: Timothy J. Young and Megan C. Misko, *The Young Firm*, New Orleans and Todd A. Townsley, *Townsley Law Firm*, Lake Charles for Gonzalez and Outlaw-Knight plaintiffs

John P. Zelbst and David L. Butler, *Zelbst Holmes & Butler*, Lawton, OK for Alston plaintiff

Defense: Raul R. Chacon, Jr., Miami, FL, David R. Frohn, Lake Charles and Meghan B. Senter, New Orleans all of *MGM Law Firm* for Sea Fox Frank D. Hosley, *Bowman & Brooke*, Lake Mary, FL and Joseph G. Glass and Laura L. Pousson, *Duplass APLC*, Metairie for Yamaha Motor and Thomas Flanagan, *Flanagan Partners*, New Orleans

Thomas G. Buck, *Blue Williams*, Metairie for Henderson (Third-party defendants)

Verdict: Defense verdict on liability

Federal: **Lake Charles**

Judge: James D. Cain, Jr.

Date: 11-22-22

This case concerned a recreational fishing boat, a 26-foot twin engine

2014 Sea Fox 256 Commander model. It was owned by Daniel Henderson. The boat was damaged in December of 2017 and was sent for repairs. The repairs were completed on 7-26-18 and the boat was to be out on the river on the morning of 7-29-18.

Henderson had invited three friends, Hugo Gonzalez, age 37, Galloway Outlaw-Knight, age 31 and Jeremy Eades, age 37 (the plaintiffs), to join him on the boat. It was to be launched on a fork of the Calcasieu River north of Lake Charles. However the night before the voyage, Henderson was injured in a car wreck. He agreed to let his friends borrow the boat.

Early the next morning the plaintiffs were making efforts to start the boat including changing its batteries. They smelled fuel but they continued their efforts. A spark from the battery ignited the fuel vapors and leaking fuel. The boat exploded.

All three plaintiffs suffered severe burns and were airlifted to Lafayette. They were hospitalized for several weeks and underwent multiple debridements and skin grafts. Even after they were released from the hospital, the plaintiffs have suffered post-traumatic stress. Gonzalez and Outlaw-Knight particularly described how they have emotional problems and now drink too much.

The third plaintiff, Eades, had a darker course. He died of an overdose four months later. It was alleged that this overdose was linked to the emotional and physical injuries sustained in the explosion. As the case advanced the Eades plaintiff



*The Sea Fox Commander that exploded*

presented alternative theories, (1) personal injury, and (2) wrongful death, i.e., the jury could find he was injured by the explosion but that it had not caused his death.

In this general maritime lawsuit the plaintiffs blamed the explosion on a combination of manufacturing and design defects by two defendants. The first was the boat manufacturer, Sea Fox. It was alleged a fuel separator filter was placed in the wrong location which made it susceptible to explosion. They also alleged defects in the Yamaha-manufactured fuel/water separator filter that was corroded. The fumes from the leakage were ignited by sparks from the battery. Plaintiffs also alleged a failure to warn claim regarding the filter that was dismissed by a Rule 50 motion at trial.

The experts for the plaintiff were Peter Layson, Engineer, Atlantic Beach, FL, Dennis Kerr, Fire Investigation, William Vigilante, Human Factors, Phoenixville, PA, Steve Nolte, Design, Gulfport, MS and Tom Ackerson, Metallurgy, Marietta, GA. Damages were quantified by Ruth Rimmer, Life Care Plan, Mesa, AZ and John Theriot, Economist, Metairie. The

plaintiffs had worked as welders and pipefitters.

The damages were significant and included the consortium claims of both the wives of Gonzalez and Outlaw-Knight, as well as their children. Gonzalez has two – Outlaw-Knight has three. Eades' claim included the consortium interest of his surviving mother and two minor children. Beyond the claim for compensatory damages, the plaintiffs also sought the imposition of punitive damages.

The defendants denied there was any defect in the boat. Yamaha, particularly, described its filter as properly manufactured and with a robust coating on the filter.

The defendants blamed the plaintiffs for doing electrical work on a fully energized boat while they could see and smell gasoline. Key defense experts were Robert Taylor, Design, Novi, MI, Kevin Breen, Engineer and Boat Safety, Ft. Myers, FL and Gary Fowler, Metallurgy, Gardena, CA. The defense also diminished damages and particularly contested that Eades' overdose was related to the boat explosion.

The defendants also filed a third-party complaint against Henderson as the owner of the boat regarding

his maintenance of the boat. He'd changed the filters between 12 and 27 months earlier when the filter instructs it is to be changed every six months or 50 hours of service, whichever comes first. The jury could apportion fault to him if it found fault with either Sea Fox or Yamaha. The plaintiffs did not directly sue Henderson.

This trial was conducted over two weeks in Lake Charles. The first instruction asked if the Yamaha filter/water separator was defective and in an unreasonably dangerous condition. The jury said no for Yamaha.

Similarly the jury was asked if the Sea Fox boat was defective. The jury said "no" for Sea Fox and thus didn't reach the duties of the plaintiffs, apportionment or damages. At the time of this report (several weeks post-trial), no judgment had been entered.