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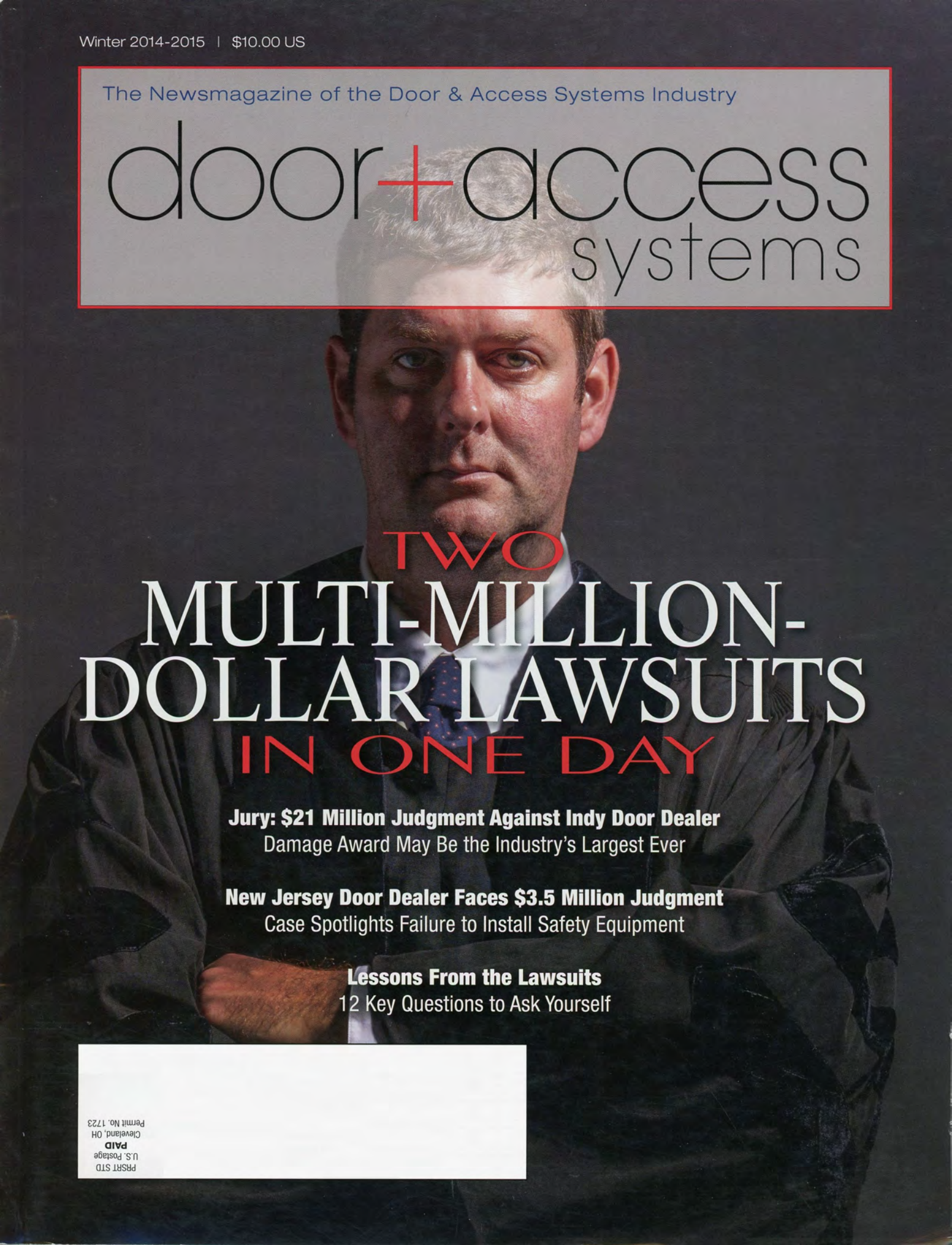

TWO MULTI-MILLION-DOLLAR LAWSUITS IN ONE DAY

Jury: $21 Million Judgment Against Indy Door Dealer
Damage Award May Be the Industry's Largest Ever

New Jersey Door Dealer Faces $3.5 Million Judgment
Case Spotlights Failure to Install Safety Equipment

Lessons From the Lawsuits
12 Key Questions to Ask Yourself

TWO MULTI-MILLION-DOLLAR LAWSUITS IN ONE DAY

Editor's Note: We rarely hear about successful lawsuits against door dealers. But in two separate court cases in two different states, multi-million-dollar judgments were imposed against two door dealers on the same day: Oct. 3, 2014. We exclusively bring you the key details of both lawsuits.

PART 1

Jury: $21 Million Judgment Against Indy Door Dealer

Damage Award May Be the Industry's Largest Ever

By Tom Wadsworth, CDDC
Editor, Door + Access Systems

"Jury awards $21.3 million to Indy man injured in garage door accident." So reads the headline in the Indianapolis Star on Oct. 8, 2014.

If the headline alone doesn't grab your attention, consider this:

- The $21.3 million judgment may be the largest ever against a garage door dealer.
- The dealer involved is known to be successful, professional, and one of the largest garage door dealers in the Midwest.
- The accident occurred in 2006, and the case dragged on for eight years.
- The accident left Ralph Parker, an electrician, with permanent, disabling spine injuries that caused him to be paralyzed from the chest down.

Such details cry out for answers to questions such as:

- How did the accident happen?
- What did the dealer do?
- How did the jury arrive at $21.3 million?
- How can I avoid a nightmare like this?

To learn the details of the accident and the trial, we talked to Mike Biddle, co-owner and general manager of Professional Garage Door Systems of Plainfield, Ind., and to Lee Christie, the attorney for the plaintiff (Ralph Parker). Pro Door, as the door company is often called, was founded in 1980 and now has 65 employees with locations in Indianapolis and Cincinnati.

How the Accident Happened

On March 30, 2006, Pro Door responded to a service call at a vacant warehouse that the owner was preparing to sell. One 16' x 16' garage door didn't close all the way, and it needed new panels. The Pro Door tech replaced the panels and repaired the clutch on the operator. (The door and the operator were thought to have been installed in the early 1980s.)

A week later, on April 6, Ralph Parker was in the same building, having been hired to check and upgrade the electricity in the building. He positioned a 20' extension ladder to lean on the wall directly above the garage door that had been serviced the previous week. Mike Biddle said that Parker did not turn off the breaker located within a few feet of the door, nor did he unplug the operator or disconnect the operator arm from the door.

According to Parker's testimony, he climbed to the top of the ladder and did some work on the wiring up in the rafters. He then started moving down the ladder, looking for other wiring to be fixed. Just above the garage door, perhaps 17' off the ground, he saw a wire running horizontally above the garage door. It was later revealed to be the control wire that ran to the trolley-mount operator.

THE SCENE OF THE ACCIDENT: This is the 16' x 16' garage door and the trolley operator involved in the accident. The two replacement sections had been installed a week earlier. (Photo used with permission.)

THE OPERATOR INVOLVED: This operator, thought to be 30 years old, is missing its belt because it had burnt off during the accident. (Photo used with permission.)

ILLUSTRATED: The plaintiff's attorney used this illustration to describe how Parker was positioned just before the garage door opened. (Image used with permission.)

Down to the Wire

The wire looked loose, so he reached out to touch it. At this point, the plaintiff's attorney and the defendant's attorney differ on what happened next. Parker testified that he touched the wire, but Pro Door's attorney contended that Parker pulled on the wire.

At that location in the wire, a bare metal staple had been used (probably in the 1980s) to attach the wire to the wall. Whatever Parker did caused the metal staple to make contact with the bare wire inside the wire's insulation. That contact created a spark, and the garage door began to open right in front of him.

Christie says that Parker was facing the door and the wall near the top of the garage door. His body was positioned between the wall and a horizontal ceiling joist. Since he was only inches from the door and the joists were positioned on 30-inch centers, he had almost no time to react and nowhere to go. The door hit his ladder, pushing him back about 12" to 18", and pinned him between the ladder and the joist.

The Paralyzing Injury

Parker testified that the door, driven by the operator, continued to press against him, and he smelled the operator's belt burning. He yelled for help and soon passed out from the compression.

The operator motor's pulley belt finally burned off (it was later found on the ground). The door then released its pressure on the unconscious Parker, and he fell about 14' to the ground, landing on his head, which contributed to his paralyzing injury.

Key Issue #1: Clutch Adjustment

Christie argued that there were three problems involving the Pro Door technician's repair and service. The first contention was that he had improperly adjusted the clutch.

Pro Door's defense argued that a clutch is intended to be a safety device to protect the door and operator only and that automatic commercial doors are not intended for pedestrian traffic. Biddle noted that a perfectly balanced 16' x 16' door requires more force to begin opening than a smaller door.

"This door was an older 16' x 16' low-headroom door installed on an older building, which can present even more challenges for an operator," he added. "The clutch is adjustable to accommodate for these differences."

Key Issue #2: Testing the Clutch

Secondly, Christie argued that the technician failed to test the clutch. But the tech testified that he did test the clutch.

Christie further alleged that the clutch should be tested to 50-100 lbs. of pressure. Yet he had an expert test the operator by hanging

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weights from the bottom of a door, and the same operator was able to lift 230 lbs. of weight.

However, the defense noted that Christie's expert witness was a Pro Door competitor, which created a "major conflict of interest," said Biddle.

Further, the defense objected to Christie's pressure test, noting that it was performed on a newer and smaller door with normal headroom, not low headroom. In addition, the defense argued that hanging weights on a door "was never a test to simulate what would happen if the top of this door was obstructed."

The defense also noted that Christie's test installed a brand new belt every time the operator was tested. Biddle added, "Our expert was present during testing and testified that the belt was very tight during the testing."

Key Issue #3: Tech Training

Christie's third contention was that the tech was not trained properly. The technician involved had been with Pro Door for only eight weeks when the accident occurred and had been allowed to do repairs and service on his own after six weeks.

"Any tech that we would hire is required to have a reasonable amount of mechanical abilities and a reasonable amount of experience," said Biddle. "In this case, the tech had experience operating press machinery and also maintained and serviced the machines he operated."

The tech, who is still employed at Pro Door, also did on-the-job training with an experienced Pro Door technician. Then, after six weeks, depending on the tech's performance, Pro Door would allow the tech to do a limited amount of basic repairs such as changing cables, rollers, springs, sections, or a clutch disc.

After a Pro Door tech is released to work on his own, there is "a significant period of time that the tech will continue to assist and train with an experienced tech on more difficult jobs," said Biddle. As an additional precaution, Pro Door techs are equipped with cell phones for easy consultation with a more experienced tech.

"Our service dispatcher was also an experienced tech who could evaluate what would be assigned to any of the service techs," he added.

How Much Training Is Enough?

The plaintiff further alleged that the tech shouldn't have been released to perform commercial garage door repair alone until after 12 to 18 months of experience. Biddle agreed that it might take 12 to 18 months for a tech to experience certain repair scenarios. He said, however, that common repairs such as adjusting a clutch are encountered frequently.

Biddle added, "For the first four years after the accident, the plaintiff's case and questioning were based on why we didn't inspect the entire wiring system when we changed the clutch disc. The clutch adjustment was never questioned until four years after the accident."

"Their expert witness testified that he wouldn't consider anyone for commercial service until after six to eight years of training," said Biddle. In addition, the plaintiff's expert testified that he tests a clutch by catching the door on the way down.

"We testified that we test a clutch by holding the door on the way up," explained Biddle.

In the Hands of the Jury

The trial, which started on Friday, Sept. 26, before a Marion County jury in Indianapolis, finally ended on Oct. 3, the following Friday. The six-member, all-female jury then began its deliberations, which continued for nine hours. They emerged after 11:00 that Friday night and announced their decision.

"Ultimately," said Christie, "the jury believed our experts on the proper way to train a technician on how to adjust a clutch, how to properly test a clutch that has been adjusted, and how a garage door company should train its technicians."

In the trial, Christie's task was to convince the jury that Pro Door was more than 50 percent responsible for the accident. According to the comparative fault law in Indiana, if Ralph Parker had been more than 50 percent responsible for his accident, he wouldn't have received anything.

But in the end, the jury found Parker 30 percent responsible for the accident and Pro Door 70 percent responsible.

Why $21.3 Million?

Christie asked the jury to award $50 million in damages, telling them, "You might think that's too much or too little. The final

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BARE METAL STAPLE: This staple is believed to have cut through this wire, causing the door to open when Parker handled it. (Photo used with permission.)

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decision on what is fair compensation will be up to you."

He told us that the number was based on certain tangible and intangible damages. The tangible expenses included $2.1 million in past medical bills, a range of $6.9 to $11.3 million for future medical bills, $339,000 in past lost wages, $138,000 in future lost wages, and $156,000 in lost past and future household services that he would have normally provided. The tangible damages totaled $13.9 million.

The intangible damages were estimated at $37.1 million. They basically covered "pain and suffering, mental anguish, loss of quality of life, permanency, and loss of consortium for his wife, Cheryl," said Christie.

These issues included recurring pain, constant stress and fear arising from his immobility, ongoing humiliation of being a quadriplegic in public, and loss of quality of life. That included having no sexual intimacy and the inability to participate in normal family activities with his children and his six grandchildren. Thus, the total estimated tangible and intangible costs came to $50 million.

Christie said that five of the six jurors wanted to give the full amount of $50 million, but one jury member felt it should be limited to the tangible costs of $13.9 million. "The jury evidently compromised at $30.5 million," he noted.

Since they determined that Pro Door was 70 percent responsible, the final judgment was $21.3 million. Ralph Parker's share was determined to be $18.2 million for his injuries, and his wife was awarded $3.15 million for loss of consortium.

Punitive Damages?

The entire damage award was for compensatory damages only. "We did not seek punitive damages because we felt that the incident was due to negligence, and there was no intent to do harm," said Christie.

The plaintiff also did not seek damages from the door or operator manufacturers.

"If the operator had been less than 10 years old, we might have," explained Christie, noting that the law bars any claim against a manufacturer for a product that is more than 10 years old. "We felt there was no way to hold a manufacturer responsible for a product installed in the early 1980s."

Reflections From Both Camps

"This is certainly my biggest verdict ever," said Christie. "It's actually the third-highest damage award for an individual person in Indiana state history."

The Pro Door defense team was naturally disappointed. But, Mike Biddle noted, "The court judgment was resolved within the limits of our (insurance) policy."

Even though the jury decided on $21.3 million, the actual amount of the judgment was a lesser amount. Within a few weeks after the trial, the plaintiff and defendant reached a resolution that was less than $21.3 million, as is often done in these cases. The final amount was confidential. ■

TWO MULTI-MILLION-DOLLAR LAWSUITS IN ONE DAY

PART 2

New Jersey Door Dealer Faces $3.5 Million Judgment

Case Spotlights Failure to Install Safety Equipment

On Oct. 3, 2014, the same day that the Indianapolis lawsuit concluded, a lawsuit in New Jersey concluded with a $3.5 million settlement against one of the state's oldest garage door dealers.

For this New Jersey case, we have reviewed the court records, collected detailed information from the plaintiff's attorney, and inspected about 1,200 photos taken of the evidence. As you read the following account, be aware that the information comes from these sources and from the plaintiff's attorney.

We wanted to present the door dealer's side of the story. In spite of our repeated phone calls and emails, the involved dealer would not respond. It should be noted that Groenewal/Ramsey Door was sold in May 2014, and the new owners have no connection to the accident. It was the previous owner who would not respond to our attempts at contact.

Pre-Accident History

Napolitano v. Groenewal/Ramsey Door first came before the Bergen County Superior Court of New Jersey in 2011. Attorney Michael Breslin Jr. represented the plaintiff, Andrew Napolitano. At the time of the June 2010 accident, Napolitano was a 52-year-old salesperson with Cort Furniture Rental, and he was at the company's facility in Hasbrouck Heights, N.J.

According to Breslin, two 10' x 10' garage doors from Overhead Door and two Lynx commercial operators for this facility had been purchased from Groenewal/Ramsey Door of Hawthorne, N.J., in 2005. In 2006, the doors were taken down and stored on site. In 2008, the building owner, Cardino Realty, hired Edmonds Contracting to refit the building for Cort, a new tenant in the building.

THE SIGN: This sign, placed by Cort Furniture Rental, warned to check the lock before opening the door. (Photo by Dynamic Evidence of Fort Lee, N.J. Used with permission.)

In March 2008, Edmonds contracted with Groenewal/Ramsey Door to reinstall one of the doors and operators. The door they installed was designed to be a manually operated door equipped with an end-stile lock. The jackshaft operator was installed on the wall at the upper right side of the door.

The Focus of Attention

Here's the key issue: Groenewal/Ramsey did not install an interlock safety switch, which Breslin said was "the standard practice in the industry." An interlock safety switch would have disabled the operator when someone attempted to use it while the door was (manually) locked.

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THE DOOR: The accident occurred at the left side of this door. The stepladder had been placed under the open door, in the doorway. (Photo by Dynamic Evidence of Fort Lee, N.J. Used with permission.)

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Cort had problems whenever they used the operator and forgot to unlock the door. The door would open, but the arm of the lock would be badly damaged. When they wanted to close the door, it would typically get stuck in the open position, said Breslin.

The Problems Begin

This first happened on May 15, 2008, only two months after the March 2008 installation. The door was stuck open, and Groenewal/Ramsey was called to service the door. When the technician came to the site, he replaced the end-stile lock with another one. That service bill noted that the customer had used the electric operator while the door was locked.

"But Groenewal/Ramsey failed to install the interlock safety switch," said Breslin.

A few months later, in October 2008, the same thing happened again. This time, according to Breslin, the technician had to put the rollers back in the track and replace the damaged end-stile lock. "But again," added Breslin, "they did not install an interlock safety switch."

The same problem occurred again on Dec. 1, 2008, and Groenewal/Ramsey Door replaced the left-hand cable and did some other repairs. But again, no interlock safety switch was installed.

In January 2010 Cort again used the electric operator while the door was locked. Groenewal/Ramsey repaired the door and replaced the bent lock, but again they did not install an interlock safety switch.

At some point after that incident, Cort removed the end-stile lock and installed a sliding bolt lock. It was later learned that the new lock was not a type recommended by the door manufacturer.

THE LOCK: This slide lock, installed by Cort, was thought to be involved in the chain of events that led to the accident. (Photo by Dynamic Evidence of Fort Lee, N.J. Used with permission.)

THE INSPECTION: A large team of investigators descended on the accident scene to try to determine what happened. (Photo by Dynamic Evidence of Fort Lee, N.J. Used with permission.)

The Fateful Day

Then, on June 29, 2010, the door was opened, apparently while locked. As before, it became stuck in the fully open position. Pressing the 'close' button would not close the door.

According to testimony, someone from Cort then called Groenewal/Ramsey Door to fix the door, said Breslin. The person who took the call for Groenewal/Ramsey stated that Cort had a problem paying its bills. The caller from Cort later cancelled the request for Groenewal/Ramsey to come fix the door.

It was about that time that Andrew Napolitano, a Cort salesperson, got up on a ladder to attempt to fix the door himself. Breslin said that a witness saw him place the ladder partially in the doorway, go two or three steps up the ladder, and reach up toward the jackshaft operator with a screwdriver in hand.

The Door Crashes Down

The witness reportedly then looked away but heard what happened next. The door suddenly crashed down, knocking Napolitano off the ladder. When he fell, his head hit the concrete floor, reported Breslin.

"There is no evidence that answers the question of why the door dropped," said Breslin. Photographic evidence later showed that the cable on the left-hand side of the door had snapped.

"Groenewal/Ramsey speculated that Napolitano had released something with the screwdriver. But no one knew why it was stuck, and Napolitano remembers nothing."

Enduring Injuries

Napolitano suffered three subdural hematomas in his brain and was in a coma for six weeks. He spent two months in a trauma hospital in Hackensack, N.J., and was then transferred to the Kessler Institute for Rehabilitation where he received care from August to December. After that, he underwent outpatient rehabilitation for two years.

Today, Napolitano can walk and talk, but not drive. He is no longer employable. His medical bills alone total $1.6 million.

The Door Dealer's Defense

According to Breslin, Groenewal/Ramsey's defense argued that the accident was due to Napolitano's negligence. They contended that Napolitano ignored the warning labels and failed to allow a qualified company to make the repairs. In addition to the common warning labels, Cort also had put up its own warning sign that said, "CHECK DOOR LOCK BEFORE OPENING GARAGE DOOR."

"But humans are humans," said Breslin, who had a "human factors expert" ready to testify that people wouldn't always remember to check a lock before opening a door.

Further, the defense argued that, once the service call was cancelled, Groenewal/Ramsey no longer had any responsibility for what happened. They further claimed that on the May 15, 2008, service call, Groenewal/Ramsey had a discussion with the client that an interlock safety switch was needed.

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They also claimed that, on the next day, they faxed a proposal to Cort to install an interlock safety switch for $598.

"However," said Breslin, "there was no evidence that anyone from Cort ever received it."

The Plaintiff's Case

On behalf of Napolitano, Breslin argued that Groenewal/Ramsey Door violated the standard practice of installing an interlock safety switch on a door equipped with an electric operator and manual lock. He used expert testimony to support this.

"None of the service calls, or the accident itself, would have occurred if the interlock safety switch had been installed," said Breslin.

Negotiating a Resolution

Even though the actual trial began on Sept. 29, negotiations for a settlement had begun months earlier. "In May 2014, we demanded $6 million to settle out of court," said Breslin.

Groenewal/Ramsey's coverage from their primary insurer was $1 million, but they had excess coverage with Zurich Insurance that brought their total coverage to $6 million. Any amount in excess of $6 million would have had to be paid by Groenewal/Ramsey. But the defendants declined the $6 million settlement.

On June 10, the two parties went to mediation before a retired judge. Breslin again demanded $6 million, but Zurich, which had hired a New York City law firm for the mediation, offered $600,000. Breslin then reduced the demand to $5.9 million, and Zurich increased their offer to $660,000.

About four to six weeks later, in another mediation session with a different judge, Breslin's team lowered its demand to $5 million, and the defendants increased their offer to $1.1 million. In late August, recalled Breslin, the defendant's team offered $2 million, and Breslin came down to $4.5 million.

Reaching a Settlement

Since the parties were still far apart, they went to trial on Sept. 29. After two days in court, the defendant offered $2.5 million to settle, but Breslin elected to continue the trial.

Then, on Thursday night, after the fourth day of trial proceedings, Zurich offered $3.5 million. Breslin's team agreed to accept and formally did so in court the next morning. Thus, a trial that had been anticipated to go on for three weeks concluded after only four days.

Even though the original suit had included Overhead Door and Lynx as defendants, both were granted summary judgment and were dismissed in early 2014. "All my experts found no manufacturing or design defects," said Breslin.

Through the four years of preparation, Breslin amassed 14 boxes of documents. Now 77, Breslin has been handling cases like this for 50 years. ■

TWO MULTI-MILLION-DOLLAR LAWSUITS IN ONE DAY

PART 3

Lessons From the Lawsuits

12 Key Questions to Ask Yourself

By Tom Wadsworth, CDDC
Editor, Door + Access Systems

A multi-million-dollar lawsuit is a powerful wake-up call to any door dealer. It reveals the stunning potential liability that can result from a garage door accident.

What can you do to minimize your chances of experiencing such a calamity?

The following list of questions does not cover all possible safety or liability issues related to servicing garage doors and openers. However, it does relate to specific lessons gleaned from our investigation of the two lawsuits in Indiana and New Jersey. We encourage you to use such a list in your next meeting with your technicians.

1. When attaching (bell) wire to a wall, are you using insulated staples that won't cut through wire?

We don't know who attached the bell wire in the Indianapolis case, but photographic evidence shows that the installer used bare metal staples. A properly installed insulated staple might have prevented the accident from happening.

Your manufacturer's installation instructions likely call for insulated staples. Saving pennies by using bare metal staples could end up costing you millions.

2. When servicing any opener, do you check the clutch adjustment (commercial) or force settings (residential)?

Making an appropriate clutch or force adjustment is a primary safety measure for all openers. It's relatively simple and quick, and it could help keep your customer safe. For your own liability protection, document that this check and adjustment, if necessary, were made.

3. When adjusting the clutch or the force sensitivity on openers, are you aware that upward force can be just as dangerous as downward force?

Technicians may think that all accidents happen with downward force and that upward force is not as important. The Indiana and the New Jersey accidents both prove this is not the case.

4. When fixing a door balance problem, do you focus on the door and spring system (in addition to the opener's force/clutch adjustments)?

We don't know if this was a problem in the Indianapolis case. But when a door is badly out of balance, don't attempt to fix the problem solely by making adjustments to the opener. (See #3 above.)

5. When a door has an opener and a manual lock, do you always install an interlock safety switch?

This seemed to be a critical issue in the New Jersey case. An interlock safety switch can prevent damage to the lock and to the door.

Don't assume that the customer can't afford a vital component such as an interlock safety switch. If the customer refuses such a component, make sure they sign a statement that documents their awareness of the safety issues and their refusal.

6. Are you aware that inadequate training of your technicians exposes you to potential liability?

Inadequate technician training was a major contention of the plaintiff's case in the Indianapolis lawsuit. The technician serviced the opener only six weeks after being hired. The plaintiff argued that 12 to 18 months was appropriate training.

In a nationwide poll* of door dealers, we asked, "What is the typical length of training you provide before you send a technician out on his own to perform repairs on commercial sectional doors or openers?"

Forty percent of the 236 respondents said, "More than six months." About one in four (26 percent) responded with a period of two months or less.

The industry now provides standardized training for a wide range of industry products. Getting IDEA certification (www.dooreducation.com) for your technicians is an excellent way to increase your professionalism and provide additional liability protection for your company.

7. Do you keep documentation that proves your training of technicians?

Training is critical. But so is having documentation that proves you provided that training.

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Before and after the Indianapolis accident, Pro Door had an extensive and well-documented safety program that all employees must follow. But Mike Biddle told us that the company's current install and service training process involves more documentation than it did before the accident.

"We are currently evaluating our training process in order to make improvements wherever we see a need," he added. You should too.

8. When recommending products to solve a customer's problem, do you include components/products that enhance safety?

As the plaintiff's attorney argued in the New Jersey case, "None of the service calls, or the accident itself, would have occurred if the interlock safety switch had been installed."

Safety should be the paramount consideration whenever you're called to make product or service recommendations to a customer. Failure to do so may come back to haunt you. When you recommend a safety component or product, be sure to have documentation of that recommendation.

9. When customers reject any component that is related to safe operation, do you have them sign a document that proves their rejection?

You want all your customers to be as safe as possible when using the products you install and service. If an accident occurs, customers bear some responsibility if they chose to ignore or refuse your recommendations. But you need proof of their rejection. (See #5 on page 45.)

In the New Jersey case, the door dealer said that he had faxed the customer a proposal for an interlock safety switch. But no evidence of the fax existed.

"You must have a way to confirm that the customer received your communication," said Naomi Angel, DASMA's legal counsel. "When recommending something as important as a safety device, the best option is for the dealer to send the proposal in a way that requires a signature."

Additionally, if a customer refuses to allow you to make an application safe, you can opt to walk away from the job. If you do, document that you did so.

10. When called to service an older door or opener that is not up to the current safety standards, do you recommend replacing the door or opener with a newer product with today's safety features?

We asked Mike Biddle what other door dealers can learn from his lawsuit. He replied, "Dealers should seriously consider each and every repair before they proceed. There is still a lot of antiquated equipment in use that should not be considered for repairs. As much as a customer may want you to repair old equipment, your company will have to defend that decision if the product fails."

And again, when they refuse your recommendations, get it in writing.

11. Do your technicians routinely attach all the necessary warning labels on all installations and service calls?

In these two lawsuits, warning labels didn't prevent the accidents or the lawsuits. But they can.

About 23 years ago, Randy Oliver of Hollywood-Crawford Door in San Antonio was involved in a lawsuit over the death of 3-year-old girl who was somehow killed by a garage door. "We didn't install the doors or the opener," he said, "but we were found negligent for not installing any warning labels

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How Much Coverage Is Enough?

How much total insurance coverage do you have for a severe liability claim (i.e., your general liability coverage plus any umbrella coverage)?

Answer Choices	Responses
I don't know	2%
$500,000 or less	1%
$500,001 - $1,000,000	7%
$1,000,001 - $2,000,000	41%
$2,000,001 - $5,000,000	34%
$5,000,001 - $10,000,000	11%
$10,000,001 - $20,000,000	2%
More than $20,000,000	2%

What is the largest fine/payout you've ever had to pay as a result of a lawsuit? (Asked of dealers who had to pay monetary damages)

Answer Choices	Responses
$0	3%
Under $5,000	18%
$5,000 - $9,000	9%
$10,000 - $24,000	31%
$25,000 - $49,000	6%
$50,000 - $99,000	16%
$100,000 - $249,000	6%
$250,000 - $499,000	0%
$500,000 - $999,000	6%
$1,000,000 - $2,499,000	3%
$2,500,000 - $4,999,000	0%
$5,000,000 or more	0%

**Survey details: The 2014 online survey was conducted Nov. 5-12, 2014. Email invitations were sent to 1,924 garage door dealers throughout the United States and Canada. A total of 236 dealers (12%) responded, which is typical for our surveys.*

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when we were at this home nine months previously to set up two remote controls."

Today, besides being diligent in installing warning labels (e.g., on the springs, bottom corner brackets, the door panel, and the wall control button), he also mails the industry's "Automatic Garage Door Opener and Garage Door Safety and Maintenance Guide" to each customer.

In our recent nationwide dealer poll,* we asked, "How often do you affix warning labels for residential garage doors and openers you install/service?" Only 53 percent said, "Always." One dealer out of 10 said, "Never."

In response to the same question about commercial doors or openers, only 49 percent said, "Always," while 14 percent said, "Never."

Some survey respondents noted that certain customers do not want labels pasted on walls. When a customer refuses a label, Naomi Angel advised, "Have the owner sign on the work order that warning labels were refused. Keep a paper trail that will document that you tried and were unsuccessful."

She added that some dealers take photos of the affixed label to prove that it was placed, whether on garage doors or gate equipment.

12. Do you have enough liability insurance?

In both lawsuits, it appears that the two dealers will pay none of the multi-million-dollar judgments, and the entire damage awards will be paid by insurance. Without adequate insurance, these businesses could have been crippled or ruined by the lawsuits.

While researching both of these lawsuits, it seemed clear that the amount of insurance coverage was a key factor in determining the final damage award.

"Evaluate all aspects of your insurance coverage annually," was the sound advice of Mike Biddle. "Make sure that you are adequately covered."

But how much coverage is enough?

In our nationwide dealer poll,* we asked, "How much total insurance coverage do you have for a severe liability claim (i.e., your general liability coverage plus any umbrella coverage)?" More than 90 percent of dealers had more than $1 million in coverage. (See chart on page 46.)

We also asked dealers, "Have you ever been sued by a customer for any door or opener work?" Thirty percent had been sued, and 10 percent had been sued more than once.

Of those who had been sued, 51 percent had to pay monetary damages. Of those who had to pay monetary damages, we asked, "What is the largest fine/payout you've ever had to pay as a result of a lawsuit?" The most common answer, checked by 31 percent of these respondents, was "$10,000 - $24,000."

Only three percent had paid more than $1 million, and no one paid $2.5 million or more. The damages in the Indiana and New Jersey lawsuits were greater than those in any suit for any dealer in our survey. ■