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SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR CLARK COUNTY

GREGORY S. WEBER and JAE WEBER,  
husband and wife, and their marital  
community comprised thereof,

Plaintiffs,

v.

CITY OF VANCOUVER, a Municipal  
Corporation,

Defendant.

NO. 24-2-00376-06

**COMPLAINT FOR DAMAGES  
ARISING FROM NEGLIGENCE**

COME NOW, Plaintiffs Gregory S. Weber and Jae Weber, by and through their  
counsel of record, Munish K. Barin of SOUND INJURY LAW PLLC, alleging as follows:

**I. INCORPORATION**

1.1 By way of this reference, each paragraph contained herein is  
incorporated as support for each paragraph which follows.

**II. PARTIES**

2.1 Plaintiffs, Gregory S. Weber and Jae Weber, are husband and wife, who,  
for all times material hereto, reside in Clark County, Washington.

1           2.2 Defendant City of Vancouver is a municipal corporation located in Clark  
2 County, Washington. For all times material hereto, Defendant operates all aspects of  
3 the City of Vancouver Fire Department.

4                                   **III. JURISDICTION AND VENUE**

5           3.1 Plaintiffs duly filed Claim No. GL20210980 with Defendant, receipt of  
6 which was acknowledged on or about November 2, 2023, and more than sixty (60)  
7 days have elapsed thereafter.

8           3.2 The condition precedent for filing a Claim for Damages against  
9 Defendant and the passage of sixty (60) days thereafter has been satisfied for this  
10 claim under RCW 4.96 *et seq.*

11           3.3 The applicable statute of limitations was tolled during the sixty-day  
12 period, and this civil action has been commenced in full compliance with the time  
13 requirements under Washington law.

14           3.4 All pre-suit administrative remedies have been exhausted; all pre-suit  
15 prerequisites have been satisfied.

16           3.5 The Superior Courts of Washington have original subject matter  
17 jurisdiction of this matter, pursuant to the Constitution of the State of Washington,  
18 Article IV, § 6.

19           3.6 Venue is proper in Clark County Superior Court, pursuant to RCW  
20 4.12.020(3). Clark County is the most convenient forum for all concerned.

21                                   **IV. FACTS**

22           4.1 For all times material hereto, Plaintiff Gregory S. Weber was a Captain  
23 employed by the City of Vancouver Fire Department.

1           4.2    On February 22, 2021, at approximately 3:00 p.m., fire crews from the  
2 City of Vancouver Fire Department were dispatched to a reported residential structure  
3 fire at 1114 W. 36th Street, Vancouver, WA 98660.

4           4.3    Before any responding fire crew arrived on scene, the Vancouver Fire  
5 Department received reports that that all occupants had evacuated the structure.

6           4.4    Vancouver Fire Department fire crews arrived on scene in the following  
7 sequence: (1) Unit E1; (2) Unit T1; (3) Unit E2; (4) Unit BC1; (5) Unit E63; (6) Unit E61;  
8 (7) Unit E62; (8) TRN1; (9) Unit BC2; (10) FM3; (11) TRN3; and (12) RE4.

9           4.5    Upon information and belief, the Incident Commanders for the February  
10 22, 2021 structure fire were Captain Darin Weaver of Unit E1 (officer of the first-arriving  
11 engine company), superseded by Battalion Chief Tony Fletcher of Unit BC1.

12          4.6    Battalion Chief Tony Fletcher (Unit BC1) assumed command upon arrival  
13 after Units E1, T1, and E2, respectively.

14          4.7    Unit T1 (ladder truck company) included Plaintiff Gregory S. Weber.

15          4.8    The first Incident Commander ordered an offensive strategy and  
16 assigned Plaintiff Gregory S. Weber, including the other members of Unit T1, the tasks  
17 of fire control and primary search, requiring entry of the structure.

18          4.9    But, before Unit T1, including Plaintiff Gregory S. Weber, entered the  
19 structure as ordered, the first Incident Commander did not assign a Rapid Intervention  
20 Team (RIT).

21          4.10   Plaintiff Gregory S. Weber followed the orders of the Incident  
22 Commander.

23          4.11   Inside the structure, Plaintiff Gregory S. Weber reported, among other

1 things, low visibility and ceiling heat, requiring immediate vertical ventilation.

2 4.12 Unbeknownst to Plaintiff Gregory S. Weber, the first and second Incident  
3 Commander had not yet assigned any crew the task of vertical ventilation.

4 4.13 Plaintiff Gregory S. Weber radioed command to request immediate  
5 vertical ventilation.

6 4.14 At approximately 12 minutes following the start of the burn timer, the  
7 Incident Commander assigned vertical ventilation to Unit E2.

8 4.15 Shortly thereafter, but before any vertical ventilation occurred, a smoke  
9 explosion and/or backdraft occurred in the attic space and the ceiling collapsed onto  
10 Plaintiff Gregory S. Weber, striking the top of his head, and pushing his body to the  
11 floor.

12 4.16 Firefighter Jason Hathaway found Plaintiff Gregory S. Weber under a  
13 piece of sheetrock and unconscious.

14 4.17 Firefighter Jason Hathaway grabbed Plaintiff Gregory S. Weber's  
15 shoulder straps and pulled him to safety.

16 4.18 No one announced "MAYDAY."

17 4.19 After the smoke explosion and/or backdraft and ceiling collapse, the  
18 second Incident Commander announced, among other things: "DO NOT MAKE  
19 ENTRY..CEILING COLLAPSE"; "NO CREWS INSIDE"; and "KEEPING CREWS  
20 EXTERIOR," respectively.

21 4.20 Yet, the second Incident Commander maintained an offensive strategy  
22 throughout the fire response, announcing at each sequential ten-minute burn timer  
23 notification, "REMAINING OFFENSIVE STRATEGY [AT BURN TIMER 20],"

1 "REMAINING OFFENSIVE AT 30MIN BURN TIMER," "40MIN BURN  
2 TIMER..REMAINING OFFENSIVE," and "50 MIN BURN TIMER EXPIRED,"  
3 respectively.

4 4.21 Approximately one hour after the ceiling collapsed onto Plaintiff Gregory  
5 S. Weber, a medical unit evaluated Plaintiff Gregory S. Weber.

6 4.22 As a direct and proximate result of the ceiling collapse, Plaintiff Gregory  
7 S. Weber suffered serious injuries; the resulting disability continues to present.

8 4.23 As a direct and proximate result of the ceiling collapse and Plaintiff  
9 Gregory S. Weber's resultant injuries, Plaintiff Jae Weber suffered loss of consortium.

10 4.24 To date, the Vancouver Fire Department has chosen not to develop a  
11 Post Incident Analysis (PIA) regarding the February 22, 2021 structure fire.

12 **V. CAUSE OF ACTION: NEGLIGENCE; RCW 41.26.281**

13 5.1 RCW 41.26.281 permits Plaintiffs to bring a civil action for negligence  
14 against Plaintiff Gregory S. Weber's employer, Defendant City of Vancouver, to  
15 recover the money damages that exceed the benefits that Plaintiffs have received or  
16 may receive under the Law Enforcement Officers' and Firefighter's Retirement System  
17 (LEOFF).

18 5.2 At all material times, Defendant owed Plaintiffs a duty of care to assure  
19 a safe and healthful working environment as it applies to both non-emergency and  
20 emergency conditions.

21 5.3 Defendant's duty of care is established by, among other things,  
22 Washington law, Washington regulations, and Vancouver Fire Department's Policies  
23 and Procedures, Standard Operating Procedures (SOPs), Administrative Guides,

1 guidelines, and protocols.

2 5.4 The responsibility to establish, supervise, maintain, and enforce safe  
3 practices in an effective manner rests with management. WAC 296-305-01509.

4 5.5 Management responsibility rests with Company Officers, Battalion  
5 Chiefs, and Incident Commanders in the chain-of-command.

6 5.6 Officers at emergency scenes must ensure that adequate steps are  
7 taken to provide for the safety and health of their members. WAC 296-305-05002(9).

8 5.7 Incident Commanders are ultimately responsible for the incident outcome  
9 and the safety of all responders operating at a fire scene. WAC 296-305-05000; WAC  
10 296-305-05002(9); SOP 400.11.

11 5.8 The safety of firefighters shall be a primary objective in all areas of  
12 operation. Policy and Procedure 200.1.

13 5.9 Therefore, Incident Commanders must maintain a constant balance  
14 between the urgent need to perform critical tasks and the personal safety of the  
15 responders performing those tasks.

16 5.10 The Incident Commander shall determine the overall incident strategy  
17 (offensive or defensive) based upon the incident's critical factors. SOP 400.3, 400.10.

18 5.11 An offensive strategy involves interior structural firefighting operations,  
19 which present the highest level of risk for firefighters.

20 5.12 A defensive strategy involves exterior structural firefighting operations,  
21 which are effective and provide safety to firefighters when there is no life hazard to the  
22 public.

23 5.13 The Incident Commander shall not combine offensive and defensive

1 operations in the same fire area. SOP 400.11.

2 5.14 Before beginning interior structural firefighting operations, the Incident  
3 Commander must (1) evaluate the situation and risks to operating teams and (2)  
4 provide two standby firefighters in full PPE, who shall be maintained for the duration of  
5 the incident. WAC 269-305-05002(1), (5); SOP 4009.2.3.1; SOP 4009.2.3.2; AG 300.9.

6 5.15 No standby team members must be permitted to serve as a standby  
7 member of the firefighting crew when the other activities in which the firefighter is  
8 engaged inhibit the firefighter's ability to assist in or perform firefighter rescue or are of  
9 such importance that they cannot be abandoned without placing other firefighters in  
10 danger. WAC 296-305-05002(6)(d).

11 5.16 Once a second crew arrives at the hot zone, the incident must no longer  
12 be considered in the "initial stage," and at least one rapid intervention team (RIT)  
13 should be assigned. WAC 296-305-05002(7).

14 5.17 RIT shall consist of at least two firefighters, and preferably an intact  
15 company. AG 300.9.

16 5.18 The objective of the RIT is to have fully equipped firefighters on-site, in a  
17 ready state, to immediately react and respond to assist and/or rescue injured or  
18 trapped firefighters. AG 300.9.

19 5.19 Risk to the life or health of responders shall only be allowed when there  
20 is a corresponding benefit. SOP 400.11.

21 5.20 No property is worth the life or health of a responder of the Vancouver  
22 Fire Department. SOP 400.11.

23 5.21 Activities that present a significant risk to the life or health of personnel

1 shall be limited to situations where there is a realistic ability to save savable lives. SOP  
2 400.11.

3 5.22 Activities that are routinely employed to protect property shall be  
4 recognized as inherent risks to the life or health of responders, and actions shall be  
5 taken to reduce or avoid these risks. SOP 400.11.

6 5.23 In the event a firefighter or team becomes injured, has a medical  
7 emergency, or finds themselves or any other firefighters in any form of a life-  
8 threatening situation, they shall immediately call for help using the term, "MAYDAY."  
9 SOP 400.7.

10 5.24 The Incident Commander shall have the responsibility to initiate,  
11 maintain, and control effective incident communications. SOP 400.5.

12 5.25 At the announcement of the (ten-minute) burn timer notification, the  
13 Incident Commander must re-evaluate the current conditions, consider the length of  
14 time that firefighters have been operating in the hazard zone, make a strategic  
15 determination, and announce through dispatch the current incident strategy or change  
16 to the incident strategy. SOP 400.12.

17 5.26 Collapse potential in wood frame construction buildings is five to 20  
18 minutes. VFD Training Article 1.17.01.

19 5.27 Properly coordinated ventilation can contribute to fire extinguishments,  
20 reducing fire extension and the chance of collapse. VFD Training Article. 1.17.20.

21 5.28 The Incident Commander shall ensure the investigation of the origin,  
22 cause, circumstances, and extent of loss regarding all fires. Policy and Procedure  
23 700.0.



1           5.29 After specific incidents, the Incident Commander must develop a post  
2 incident analysis (PIA) to determine strengths, weaknesses, and lessons learned about  
3 the incident operations. Policy and Procedure 600.7.2.1.1.

4           5.30 A PIA is a performance critique that allows emergency responders to get  
5 a clear idea of the effects of their actions on the outcome of the operation (from both a  
6 command and operational standpoint). By comparing the expected outcome to the  
7 actual consequences, organizational procedures can be verified or improvements can  
8 be made. Policy and Procedure 600.7.1.3.

9           5.31 A Department PIA must be completed for any fire resulting in injury to  
10 firefighters serious enough to necessitate transport to a medical facility. Moreover, a  
11 Department PIA should be completed as soon as possible or within 90 days. Policy  
12 and Procedure 600.7.3.5.

13           5.32 On February 22, 2021, the Vancouver Fire Department needlessly  
14 endangered the health and safety of Plaintiff Gregory S. Weber, contrary to, among  
15 other things, Washington law, Washington regulations, and Vancouver Fire  
16 Department's Policies and Procedures, SOPs, Administrative Guides, guidelines, and  
17 protocols, in various ways, including, but not limited to, the following:

18           5.22.1 The first Incident Commander should have ordered a defensive  
19 strategy at the outset, given the known critical factors present, especially the early  
20 report(s) that all occupants had evacuated the structure;

21           5.22.2 Instead, the first Incident Commander ordered an offensive strategy  
22 with an interior attack before ensuring it was safe to do so;

23           5.22.2.1 The first Incident Commander failed to take adequate steps to

1 ensure that the conditions were safe enough for Unit T1, including Plaintiff Gregory S.  
2 Weber, to enter the structure before ordering entry.

3 5.22.2.2 The first Incident Commander failed to assign a RIT before  
4 Plaintiff Gregory S. Weber entered the structure as ordered.

5 5.22.3 The first and/or second Incident Commander failed to timely assign,  
6 properly coordinate the task of vertical ventilation;

7 5.22.3.1 Timely vertical ventilation would have improved the smoke, heat,  
8 and visibility conditions inside the structure and prevented the smoke explosion and/or  
9 backdraft and ceiling collapse.

10 5.22.4 Following the smoke explosion and/or backdraft and ceiling collapse,  
11 the second Incident Commander ordered that the ongoing offensive strategy would  
12 remain throughout the fire response, combining defensive structure fire operations;

13 5.22.5 The second Incident Commander failed to ensure timely medical  
14 evaluation and treatment of Plaintiff Gregory S. Weber; no announcement of  
15 "MAYDAY," delayed Plaintiff Gregory S. Weber's initial medical evaluation and  
16 treatment by approximately one hour; and

17 5.22.6 The Vancouver Fire Department failed to develop a Post Incident  
18 Analysis (PIA) regarding this structure fire.

19 5.23 As a result of one, more, or each of these acts or omissions, among  
20 others committed by the first and/or second Incident Commander before, during, and  
21 after the February 22, 2021 structure fire, Defendant is negligent.

22 5.24 The negligence of Defendant was a proximate cause of the serious  
23 injuries and damages to Plaintiffs.

1           5.25 Plaintiffs are fault-free.

2           **VI. DAMAGES SOUGHT TO BE RECOVERED AGAINST DEFENDANT**

3           6.1 As a direct and proximate result of the negligence, carelessness,  
4 recklessness, and/or other fault of Defendant, Plaintiff Gregory S. Weber has suffered  
5 and seeks recovery from Defendant all economic and noneconomic damages  
6 cognizable at law, in excess of any damages received or receivable under Title 51  
7 RCW, including, but not limited to, (1) future lost earning capacity, (2) future retirement  
8 benefits under LEOFF, i.e., Chapter 41.26 RCW, (3) past and future pain and suffering,  
9 both mental and physical, (4) past and future emotional distress, (5) past and future  
10 disability, and (6) past and future loss of enjoyment of life, as able to be established by  
11 a preponderance of the evidence.

12           6.2 As a direct and proximate result of the negligence, carelessness,  
13 recklessness, and/or other fault of Defendant, and without limitation to the foregoing,  
14 Plaintiff Jae Weber has sustained and seeks recovery from Defendant all damages  
15 cognizable at law, in excess of any damages received or receivable under Title 51  
16 RCW, including, but not limited to, past and future loss of consortium, past and future  
17 emotional distress, and other damages to the marital community experienced and to  
18 be experienced, as able to be established by a preponderance of the evidence.

19           6.3 Plaintiffs seek reasonable attorneys' fees, costs, and disbursements as  
20 permitted by law.

21           6.4 Plaintiffs seek such other and further relief as the Court shall deem just.

22           **VII. PRAYER FOR RELIEF**

23           WHEREFORE, Plaintiffs pray for Judgment against Defendant in an amount to

1 be proven at the time of trial, including:

2 7.1 A judgment of liability against Defendant for the conduct stated herein;

3 7.2 A full and just award of economic and noneconomic damages suffered  
4 by Plaintiffs and cognizable at law, in excess of any damages received or receivable  
5 under Title 51 RCW, by and through trial by jury, as permitted under the applicable  
6 procedures of the Superior Court of the State of Washington in and for Clark County;

7 7.3 An award of reasonable attorneys' fees, costs, and disbursements as  
8 permitted by law; and

9 7.4 Such further relief as is just and equitable.

10 DATED this 31st day of January, 2024.

11 SOUND INJURY LAW PLLC

12 By                   /s/ Munish K. Barin                  

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