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Attorneys for Plaintiff

KIM D. BOUDER, Individually and as Administratrix
of the Estate of **RICHARD A. BOUDER**, deceased,
1973 Drexel Avenue
Lancaster, PA 17602

Plaintiff,

v.

HONEYWELL INTERNATIONAL, INC. f/k/a
and/or d/b/a Honeywell, Inc.
Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

: COURT OF COMMON PLEAS
: PHILADELPHIA COUNTY

: No.

: **JURY TRIAL DEMANDED**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you.

You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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ADVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda.

Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NINGUN HONORARIO.

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Administration, attached as **Exhibit A**. Plaintiff brings this action on behalf of her husband's Estate and on behalf of herself, as a beneficiary under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, the Survival Act, 42 Pa. C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law interpreting those Acts.

5. Notice of the institution of this action, as required by Pa. R. Civ. P. 2205, was given to the following individuals, who are the heirs-at-law and survivors of the decedent Richard Boudier:

- a. Kim Boudier (spouse)
- b. Danielle Hornberger (adult daughter)

6. This matter involves a Permalock mechanical tapping tee (hereinafter referred to as the "Tapping Tee") that, upon information and belief, was manufactured in or about 1998 by the Honeywell Defendants (defined below). The Tapping Tee is a product utilized to connect a main gas line to a service line in order to supply natural gas to homes, residences or other structures. The Tapping Tee at issue is currently being stored and maintained in Washington, D.C. with the National Transportation Safety Board.

7. Defendant Honeywell International, Inc. f/k/a and/or d/b/a Honeywell, Inc. ("Honeywell International") is a corporation or other jural entity that is registered to do business in the state of Pennsylvania and with a registered agent for service located at Corporation Service Company, 2595 Interstate Drive, Suite 103 Harrisburg, PA 17110 and/or operating under the laws of the state of Pennsylvania with business locations in Pennsylvania that include 1145 Highway 315 Boulevard, Wilkes-Barre, PA 18702 and/or 2450 Wakeling St., Philadelphia PA 19137. Honeywell International also maintains a business location and/or corporate headquarters at 115 Tabor Road, Morris Plains, NJ 07950. Defendant Honeywell International regularly conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and sale of its products/services in Philadelphia County, Pennsylvania, to include:

- a. regularly conducting business in Philadelphia for decades through its sale of products and provision of services in Philadelphia.

- b. operating business locations in Philadelphia for many years, including a manufacturing facility/plant at the location 2501 Margaret Street, Philadelphia PA 19137 and/or 2450 Wakeling St. Philadelphia, PA 19137 from which it generated millions of dollars of business income.

8. Upon information and belief, in or about December 2015 Honeywell International acquired Elster Perfection Corporation (formerly known as Perfection Corporation) and/or Elster American Meter [Elster Perfection Corporation, Perfection Corporation and Elster American Meter are collectively referred to hereafter as “Elster Perfection”]. As such, Honeywell International is the successor-in-interest to and/or assumed the liabilities for all Elster Perfection products, including the Tapping Tee that was involved in the incident that caused the death of Richard Boudier on July 2, 2017, as further described herein.

9. Upon information and belief, Honeywell International is the successor entity and/or successor-in-interest to Elster Perfection. At all relevant times hereto, Elster Perfection solely operated as a division of Honeywell International.

10. Defendant Honeywell International as well as its divisions, groups, subsidiaries, predecessor entities, affiliated entities for whom it will bear liability, including specifically the Elster Perfection division of Honeywell International, shall hereinafter be referred to collectively as the “Honeywell Defendants.”

11. At all relevant times, the Honeywell Defendants had extensive and regular business contacts with the Commonwealth of Pennsylvania and regularly, systematically, and continuously transacted business and related activities, including sale of products/services, maintaining business locations, generation of profits and solicitation of customers in Philadelphia County, Pennsylvania.

12. At all relevant times, the Honeywell Defendants were manufacturers, designers and/or sellers engaged in the business of designing, manufacturing, fabricating, assembling, inspecting, marketing, distributing, labeling, testing, selling and/or supplying, among other things natural gas line products/services and tapping tees, including specifically the Tapping Tee involved in Mr. Boudier’s July 2, 2017 fatal incident, as described herein.

13. At all material times hereto, the Honeywell Defendants acted by themselves and by and through their principals, owners, directors, agents, servants and employees, including actual, apparent and/or ostensible agents, who will be further identified through discovery.

14. At all material times, the Honeywell Defendants also acted by themselves and by and through their respective divisions, groups, subsidiaries, acquired entities and/or affiliated entities for whom Honeywell International is liable.

15. The Honeywell Defendants are directly liable to plaintiff for the defects of the Tapping Tee that caused the injuries and death of Richard Boudier and/or are liable based upon successor liability under Pennsylvania Law, including but not limited to express assumption of liability, the product line exception, consolidation/merger and/or the mere continuation doctrine.

16. Defendant Contractors Group, Inc. ("CGI") is a Pennsylvania corporation or other jural entity organized and existing under the laws of the state of Pennsylvania with a principal place of business at P.O. Box 532 Keith Street, Wilkes-Barre, PA 18703 and/or 99 Parry Street, Wilkes-Barre, PA, 18709 and/or 2016 State Road 118, Sweet Valley, PA 18656. Defendant CGI conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and services in Philadelphia County, Pennsylvania.

17. At all relevant times, CGI acted by itself and by and through its owners, principals, directors, agents, servants and employees, including actual, apparent and/or ostensible agents who will be further identified through discovery.

18. Defendant PPL Corporation ("PPL") is a Pennsylvania corporation or other jural entity organized and existing under the laws of the state of Pennsylvania with a principal place of business at 2 N. 9th St., Allentown, PA 18101. Defendant PPL is an electric utilities company that provides power and electrical services throughout Pennsylvania. PPL conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the

Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and services in Philadelphia County, Pennsylvania.

19. Defendant PPL Electric Utilities Corporation (“PPLEUC”) is a Pennsylvania corporation or other jural entity organized and existing under the laws of the state of Pennsylvania with a principal place of business at 2 N. 9th St., Allentown, PA 18101. Defendant PPLEUC is an electric utilities company that provides power and electrical services throughout Pennsylvania. Defendant PPLEUC conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and services in Philadelphia County, Pennsylvania.

20. Defendants PPL and PPLEUC as well as their divisions, groups, subsidiaries and affiliated entities shall hereinafter be referred to collectively as the “PPL Defendants”.

21. At all relevant times, the PPL Defendants acted by themselves and by and through their owners, principals, directors, agents, servants and employees, including actual, apparent and/or ostensible agents who will be further identified through discovery

JURISDICTION AND VENUE

22. This Court has jurisdiction over each defendant because each defendant either has its principal place of business in Pennsylvania, is incorporated in Pennsylvania, is registered to do business in Pennsylvania, has consented to jurisdiction in Pennsylvania and/or does sufficient business in, or has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania through its business operations in Pennsylvania.

23. Venue is properly laid in Philadelphia County pursuant to Pennsylvania Rules of Civil Procedure 1006 and 2179, including because one or more of the defendants regularly conducts business in Philadelphia and/or may be served there.

OPERATIVE FACTS

24. On or about July 2, 2017, decedent Richard Boudier was providing work on behalf of UGI Utilities, Inc. (“UGI”) as a technician/mechanic.

25. At or about 10:31 a.m., on July 2, 2017, Mr. Boudier was dispatched to the address 206 Springdale Lane, Millersville, PA (the “Residence” or “incident site”) due to a report of the smell of natural gas.

26. The incident site was a residential neighborhood consisting of a cul-de-sac and several homes that received natural gas through a main gas line (“main”) approximately two (2) inches in diameter that branched off to smaller distribution/service lines in order to deliver gas to the individual homes. The main in front of the Residence was connected to the service line by the Tapping Tee at issue.

27. At or about 11:00 a.m., Richard Boudier arrived at the incident site.

28. At the incident site, Mr. Boudier took readings that detected significantly elevated levels of natural gas, indicative of a gas leak from the Tapping Tee. As a result, additional UGI personnel were dispatched to the site.

29. Mr. Boudier remained at the scene and evacuated the occupants of the Residence. Other UGI personnel were in the process of attempting to take measures to stop the flow of gas to the incident site, which involved digging a hole in the nearby area. Mr. Boudier remained within the proximity of the Residence.

30. At or about 12:39 p.m. a massive and catastrophic explosion occurred at the Residence due to the high concentration of natural gas at the incident site that had resulted from the leaking, defective Tapping Tee as well as its improper installation. The explosion destroyed the Residence at the location, damaged other homes in the vicinity and resulted in Mr. Boudier suffering ultimately fatal injuries. An aerial photographs of the remains of the Residence and the incident site after the explosion are below:



31. The electricity remained on at the Residence/incident site from the time that Mr. Boudier was dispatched and throughout the time of the explosion and was not shut off by the PPL Defendants despite an explosive level of gas with numerous uncontrolled ignition sources.

32. At or about 1:08 p.m., the power was finally shut off at the Residence by the PPL Defendants. Thereafter, personnel of the PPL Defendants arrived at the incident site.

33. At or about 2:30 p.m., Mr. Boudier was pronounced dead by the Lancaster County Coroner's office with a cause listed as "Multiple Traumatic Injuries". He was only 54 years old.

34. At the time of Mr. Boudier being present on at the incident site, the significant natural gas leak that caused the explosion was due to the design defects and warning/instructional defects of the Tapping Tee that was designed, manufactured and supplied by the Honeywell Defendants.

35. The source of the gas that caused the explosion at the incident site was due to a leak from the Tapping Tee at the connection to the main that resulted from the defective design and defective instructions/warnings of the Tapping Tee. As set forth herein, these defects made the product unreasonable dangerous and unsafe for its ordinary and intended use.

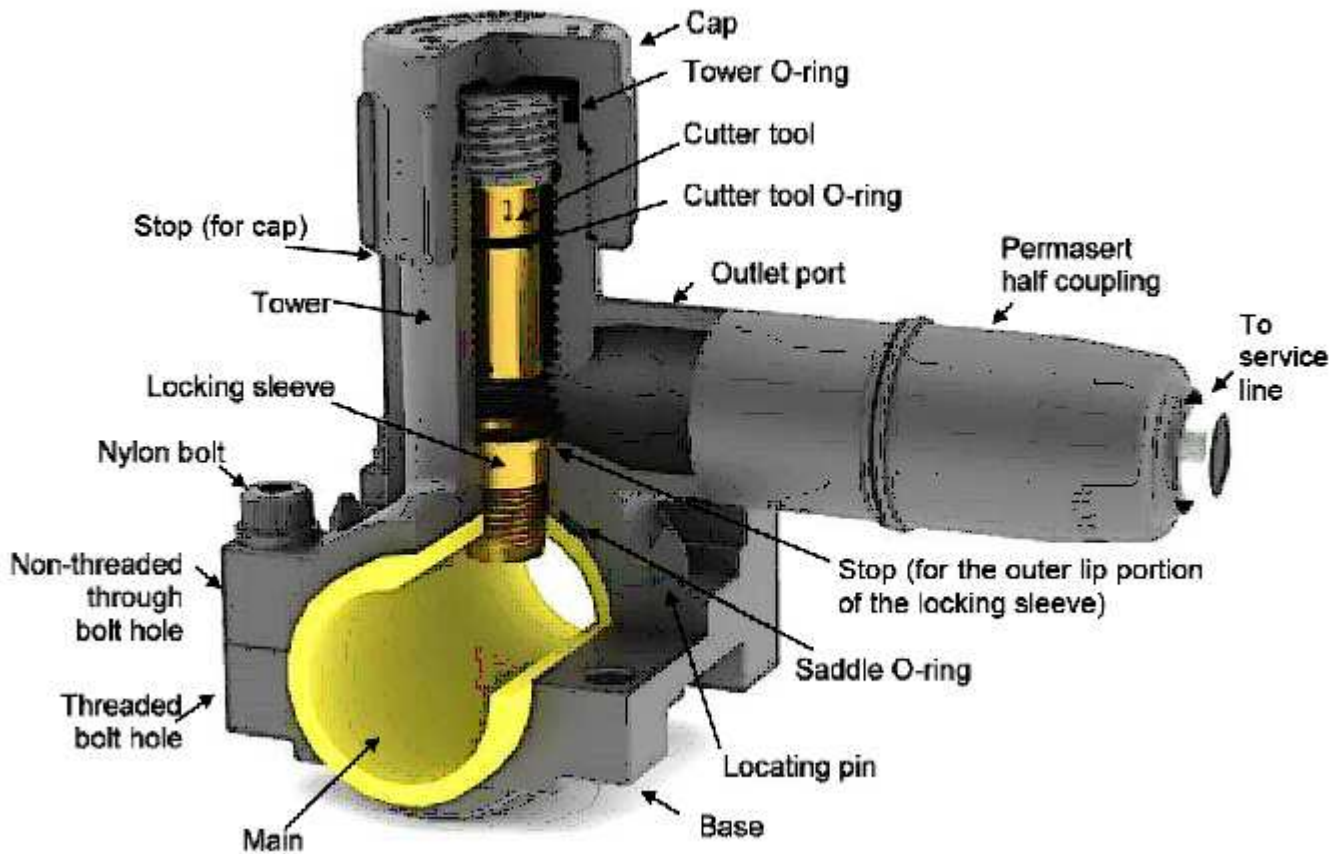
36. Upon information and belief, the Tapping Tee had been installed by defendant Contractors Group, Inc.

37. The numerous defects in design, warnings and instructions of the Tapping Tee by the Honeywell Defendants, the improper installation by CGI as well as the failures by the PPL to implement and communicate a process for electrical shut off in the presence of a gas leak, individually and collectively, created a hazardous condition to persons that directly resulted in the grievous harm and fatal injuries to Richard Boudier.

The Honeywell Defendants - The Defective Tapping Tee

38. The Tapping Tee utilized at the location of the incident site where the aforementioned explosion occurred consisted of an upper and lower half that was joined together by four nylon bolts. The upper half of the Tapping Tee (the tower) also contained a steel cutter tool and locking sleeve. The steel cutter and locking sleeve were the mechanism by which the Tapping Tee was installed and

connected to the main gas line by piercing a hole and forming threads in the main gas line. An exemplar diagram of the Tapping Tee and its component parts follows:

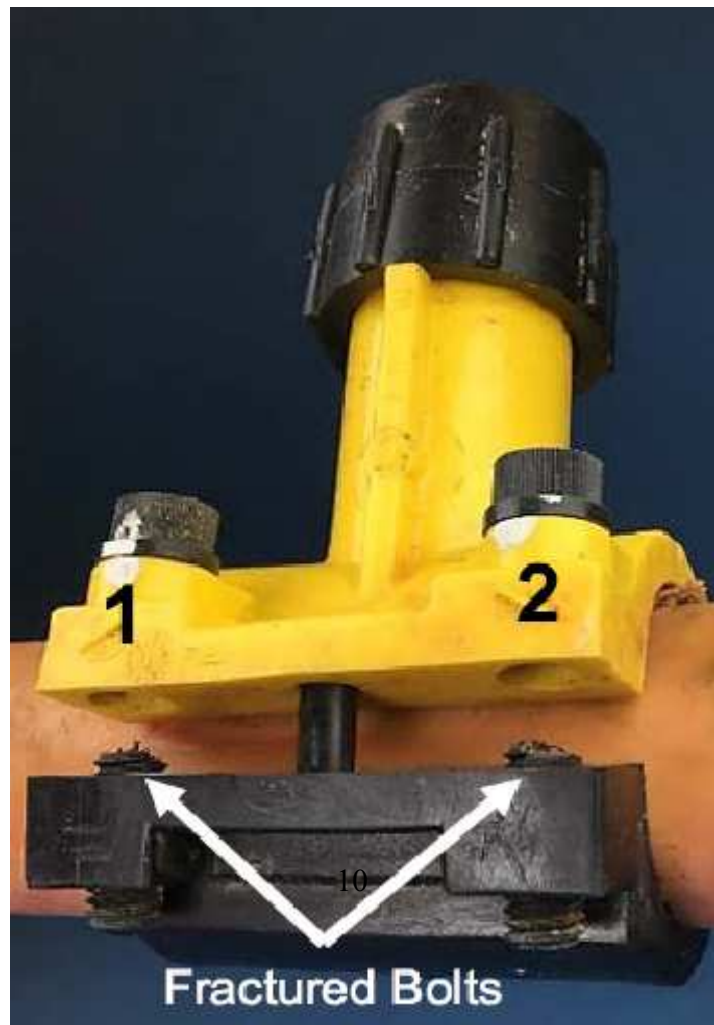


39. The Tapping Tee also was designed, manufactured and designed by the Honeywell Defendants with four nylon bolts at the corners that allowed for the upper and lower half to connect around the main gas line and to surround the main. These bolts were to be tightened during installation, however, there was no specific torque level provided to users/installers by the Honeywell Defendants. Nor were there any instructions for the specific tool(s) to be utilized during

the installation process. This lack of crucial instructions and warnings for the Tapping Tee rendered it defective and resulted in the product being in an unreasonably dangerous condition and overly prone to potentially catastrophic gas leaks.

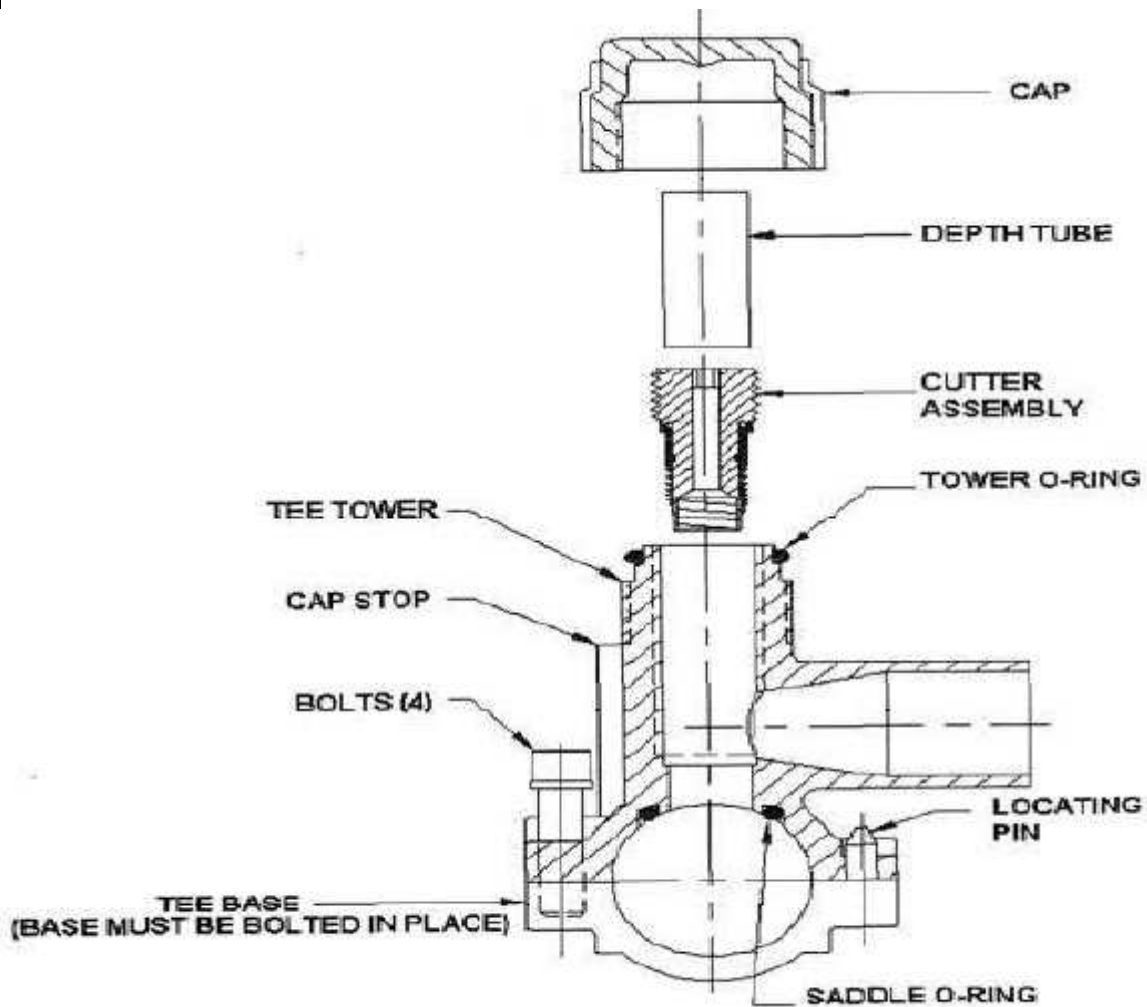
40. The Tapping Tee was designed, manufactured and supplied by the Honeywell Defendants in a defective and hazardous condition because it utilized nylon bolts for its connection that were deficient in strength and overly susceptible to failure, fatigue and fracture with normal and expected usage of the Tapping Tee. The Honeywell Defendants knew that designing, manufacturing, distributing and selling this product with these grossly insufficient bolts would result in uncontrolled gas leaks and catastrophic explosion that may lead to serious injury or death.

41. The design defects of the Tapping Tee were demonstrated by findings after the explosion that showed several of the nylon bolts on the Tapping Tee at issue were fractured, cracked or had findings consisted with overstressing/fatigue that directly led to the gas leak that caused this fatal explosion on July 2, 2017. A photograph depicting the fractured bolts on the subject Tapping Tee is below:



42. In fact, demonstrating the defective nature of the Tapping Tee's design, the Honeywell Defendants have subsequently upgraded the materials from which the bolts of the Tapping Tee are made and also offer consumers stainless steel bolts instead of the nylon bolts.

43. The Tapping Tee also was designed, manufactured and supplied by the Honeywell Defendants with a "depth tube" that was in the upper tower portion of the Tapping Tee on top of the cutter tool and was to be utilized during the assembly/installation process. The purported purpose of the depth tube was to provide the installer/user a visual indication of the location of the cutting mechanism and the point at which it attaches to, or makes contact with, the main gas line. An exemplar diagram of the Tapping Tee assembly depicting the depth tube is below:



44. During assembly/installation, the cutter tool of the Tapping Tee pierces the main gas line and threads the pierced hole of the main. This creates a gas path between the active main and service line connected by the Tapping Tee. For proper installation the gas path must be opened by disengaging the cutter tool from the locking sleeve. The locking sleeve was to stay connected to the main and the cutter tool is then shifted up inside the upper (tower) portion of the Tapping Tee, where it remains. The defective design of the Tapping Tee resulted in the locking sleeve and cutter tool being overly prone to remain engaged, such that there would not be a secure connection to the main, resulting in serious and potentially catastrophic gas leaks.

45. Investigation of the Tapping Tee after the explosion at issue demonstrated the defective product design and instructions/warnings as inspection revealed that the locking sleeve remained connected to the cutter tool. As such, the locking sleeve was not properly attached/engaged to the main pipe wall to create a secure connection and prevent a gas leak.

46. As a direct cause of the design defects with the Tapping Tee, as described herein, the product was unsafe and unreasonably dangerous. The product's defects created the catastrophic and hazardous condition of a severe natural gas leak that exposed individuals to severe harm or death and directly resulted in the July 2, 2017 explosion that killed Richard Boudier.

47. The Tapping Tee was also accompanied by written instructions/warnings for installation and usage. These instructions/warnings failed to properly instruct and/or warn users regarding proper installation and safe usage of the Tapping Tee rendering the product defective.

48. According to the Tapping Tee's instructions for installation, the nylon bolts were to be tightened "until the corners touch using a cross over tightening pattern" however there were no instructions for the specific tool(s) to utilize or precise manner in which the bolts were to be tightened. A locking torque value was also not provided by the Honeywell Defendants.

49. The Tapping Tee instructions for installation were further defective in that they failed to specify all of the necessary details (including critical information such as specific tools, install techniques and checks) to properly accomplish installation and ensure that the Tapping Tee safely attaches to the main to prevent a gas leak.

50. In fact, despite actual and/or constructive knowledge by the Honeywell Defendants for many years that the length of a wrench used for installation will directly effect whether a Tapping Tee can be correctly and safely installed, the Honeywell Defendants acted in reckless and brazen disregard for the safety of individuals by failing to include this basic information in their warnings/instructions for the Tapping Tee and/or notify purchasers/users of the specific length wrench to utilize for installation. The Honeywell Defendants' knowledge in this regard is demonstrated, for example, by a 1996 Installation Instruction video that indicated a smaller length wrench will allow the technician/installer to sense or detect the various phases of installation to ensure the Tapping Tee is properly installed and secured, as opposed to a longer wrench.

51. The Tapping Tee instructions were further defective and resulted in a hazardous condition because they failed to specify and/or inform the user/installer how to detect or determine proper installation and the various events that indicated the product was safely installed, including the Tapping Tee piercing of the main, being driven through the main, forming threads into the main, making contact at a stop at the bottom of the tower and/or separating from the locking sleeve. Without these specific instructions, users/installers of the product could not properly assess and determine whether the Tapping Tee was properly installed and secured to the main.

52. The Tapping Tee instructions/warnings were further defective and resulted in a hazardous and unreasonably dangerous condition because they failed to properly instruct the user/installer regarding the proper and appropriate usage of the depth tube of the Tapping Tee in order to properly accomplish installation and ensure that the Tapping Tee safely attached to the main to prevent against a gas leak and resulting catastrophic explosion.

53. The Tapping Tee instructions/warnings were further defective and resulted in a hazardous and dangerous condition because they failed to warn or instruct the user/ installer of the proper tightening and torquing of the nylon bolts which, in turn, resulted in unnecessary fatigue and stress on the bolts making the product overly susceptible to gas leaks, including from over/under tightening of the bolts.

54. The Tapping Tee instructions/warnings were further defective in that they failed to provide any warning to users and consumers of the severe and potentially fatal injuries that may occur if the Tapping Tee was not properly installed or safely used, including from a gas leakage, explosion and/or fire.

55. As a result of the defective warnings/instructions that accompanied the Tapping Tee, it created an unsafe and hazardous condition at the incident site, including the natural gas leak that ultimately resulted in the July 2, 2017 explosion that killed Richard Boudier.

56. Demonstrating the defective instructions/warnings supplied by the Honeywell Defendants with the Tapping Tee, after the incident it was discovered that the locking sleeve of the Tapping Tee was not properly engaged/secured with the main (and instead remained connected with the cutting tool in the tower portion of the Tapping Tee) resulting in the gas leak and fatal explosion.

57. Furthermore, upon inspection of the Tapping Tee there was no evidence of thread markings within the pierced hole of the main, demonstrating that the Tapping Tee was not properly installed and secured to the main as a result of its defective design and instructions/warnings.

58. The defects in warnings/instructions of the Tapping Tee, in turn, exacerbated the design defects as the improper installation of the Tapping Tee put further stress on the nylon bolts and resulted in these defective bolts being the primary mechanism of holding the Tapping Tee in place, keeping it attached/secured to the main and preventing against a gas leak. These nylon bolts, that were already prone to failure/fracture due to their inherently deficient properties, directly resulted in a hazardous and unreasonably dangerous condition by allowing gas to leak from the main and to escape from the Tapping Tee.

59. The Honeywell Defendants were on actual and/or constructive notice of the various design and instructional/warning defects with the Tapping Tee and the potentially catastrophic consequences of same for many years as there had been several prior, severe explosions involving personal injury, death and/or property damage due to gas leaks from the same or similar model Tapping Tees before July 2, 2017, including the following:

- A December 9, 2009 natural gas explosion in Knoxville, Tennessee where a Tapping Tee designed, manufactured and sold by the Honeywell Defendants was leaking gas from a main due to fractured bolts and improper installation. The product defects resulted in a gas leak and explosion causing the death of an individual and serious injuries to others as well as destruction to a three story residence and surrounding structures.
- A September 2, 2006 incident in West Lampeter Township, PA where a Tapping Tee designed, manufactured and sold by the Honeywell Defendants was leaking gas from a main due to fractured bolts and improper installation that resulted in a gas leak and explosion of a residence.

60. Upon information and belief, there are additional prior incidents involving personal injury and/or property damages due to the Tapping Tee product defects that were known by the Honeywell Defendants, which will be the subject of discovery in this litigation.

61. In fact, as a result of several gas leaks and explosions that had resulted from the defective design and warnings/instructions of the Tapping Tee (that were known throughout the industry to result in gas leaks and the potential for catastrophic explosions and personal injury/property damages), there was an effort by gas companies in Pennsylvania and other states to identify Tapping Tees manufactured by the Honeywell Defendants to ensure they were properly installed, repair and replace bolts on those Tapping Tees and/or to replace the product entirely.

62. In conscious and reckless disregard to the health, safety and well-being of Richard Boudier, the Honeywell Defendants failed to take any action to advise consumers and/or remedy the defective and unsafe condition of the Tapping Tee prior to July 2, 2017, despite knowledge of the Tapping Tee's defective and unreasonably dangerous condition that could cause a catastrophic explosion and result in grave personal injury or death to persons.

63. As a result of the defects in safety and design, the Tapping Tee was hazardous and inherently dangerous for users and individuals relying on its safety, including Richard Boudier, and posed an inherent risk of severe injury or death.

64. The Tapping Tee designed, manufactured, labelled, tested, sold and distributed by the Honeywell Defendants was in a defective and unreasonably dangerous condition as a result of its inability to safely function for its intended use and inadequacy of its warnings and instructions for installation, as further described herein.

65. As a direct result of the deficiencies and defects of the Tapping Tees as well as the Honeywell Defendants' reckless disregard for Richard Boudier's health, safety and well-being, a devastating explosion occurred due to the leakage of natural gas from the Tapping Tee causing multiple profound and pain-inducing injuries to Mr. Boudier that resulted in his untimely death.

66. The Tapping Tee was designed, manufactured and sold by the Honeywell Defendants in a condition which was defective, dangerous and hazardous to users and individuals within its proximity, including Richard Boudier.

67. The Tapping Tee was designed, manufactured and sold by the Honeywell Defendants without adequate and appropriate instructions and/or warnings that would have prevented the explosion as occurred on July 2, 2017 and thus prevented the harm to and death of Richard Boudier.

68. Prior to the incident involving Richard Boudier on July 2, 2017, the Honeywell Defendants failed to properly and adequately warn and instruct users and consumers of the dangerous and hazardous condition of the Tapping Tee, including the dangers of it leaking gas and causing catastrophic explosions, putting individuals at risk for grave injury or death..

69. The Honeywell Defendants failed to appropriately warn users and consumers of the Tapping Tee of the inherent dangers and hazards of inadequate/improper installation of the Tapping Tee or the potential for a gas leakage and catastrophic explosion if not properly installed and used, rendering the Tapping Tee defective and unreasonably dangerous.

70. The Honeywell Defendants further failed to design the Tapping Tee with appropriate instructions and a mechanism for it to be appropriately installed and secured to the main, including specific equipment to be utilized during installation, rendering the Tapping Tee defective.

71. No warnings were displayed or provided by the Honeywell Defendants to appropriately and fully convey to users/buyers of its product the inherent dangers of failing to properly install and use the Tapping Tee.

72. Had appropriate and adequate warnings and instructions been provided by the Honeywell Defendants regarding installation of the Tapping Tee, the catastrophic and fatal injuries of Richard Boudier would have been prevented.

73. Had the Tapping Tee been appropriately and safety designed by the Honeywell Defendants, Richard Boudier's catastrophic and fatal injuries would have been prevented.

74. Prior to the incident, the Honeywell Defendants knew the Tapping Tee was defective, unsafe and unreasonably dangerous, as set forth herein, yet failed to notify users or consumers in conscious and reckless disregard for the safety and well-being of consumers and individuals that would come into contact with its product..

75. The inherent dangers of the Tapping Tee that was designed, manufactured, and sold by the Honeywell Defendants was unknowable and unacceptable to the average or ordinary consumer.

76. The significant probability and seriousness of harm from the defective condition of the Tapping Tee, such as severe injury or death, significantly outweighed any burden or costs to the Honeywell Defendants of taking precautions to prevent such harm.

77. The Tapping Tee and its component parts were designed, manufactured, sold and distributed by the Honeywell Defendants with knowledge of the potentially dangerous or even deadly consequences of a gas leak from a Tapping Tee and explosion, like that suffered by Richard Boudier. In conscious and reckless disregard for that knowledge, the Honeywell Defendants failed to take or adopt precautions proportionate to this severe risk of injury or death to persons utilizing or in contact with its product, including specifically individuals working in the natural gas service industry, like Richard Boudier. .

78. In designing, manufacturing, selling and distributing the Tapping Tee product for many years, despite knowledge of the defective nature of the Tapping Tee and its unreasonably dangerous condition that put product users or those in contact with the product at risk for catastrophic injury or death, the Honeywell Defendants recklessly prioritized profits and sales over the safety and the health and well-being of consumers and the public.

Defendant CGI

79. Defendant CGI was also negligent in failing to properly install the Tapping Tee and ensure that it was safe for use and not in a condition that would make it prone or susceptible to a gas leak.

80. Prior to the installation of the Tapping Tee and the incident, CGI knew or had reasons to know that the Tapping Tee was in a dangerous/deficient condition, not appropriately installed and thus posed a risk of a gas leak and severe explosion. Despite these risks to the health and well-being of persons using the Tapping Tee or in the proximity of the Tapping Tee, CGI failed to properly install the Tapping Tee and to remedy its unreasonably dangerous condition.

81. At all relevant times, Richard Boudier was owed a duty of care by CGI.

82. At all relevant times, CGI and its agents/employees were negligent as a result of its failure to exercise reasonable care to install the Tapping Tee and ensure that persons were not exposed to death or grave injury from a gas leak associated with the improperly installed Tapping Tee.

83. At all relevant times, CGI had a duty, obligation and responsibility to ensure that the Tapping Tee was properly and safely installed and fit for ordinary use so that persons were protected from the severe harm that could occur by a gas leak from the Tapping Tee.

The PPL Defendants

84. The PPL Defendants were also negligent in failing to ensure that a proper policy was in place at PPL so that an electrical shut off occurred expeditiously during a known, significant gas leak with the potential for explosion.

85. Prior to the gas leak and explosion on July 2, 2017, the PPL Defendants knew or had reason to know that there was not a proper protocol or procedure in place at PPL for electrical shut down during a natural gas leak and that if the electricity remained on during such a leak that it posed a risk of an explosion and severe injury or death. In disregard of that risk, PPL failed to develop or implement an appropriate procedure for shut down of electricity/power during a natural gas leak and

further failed to ensure that local gas companies were properly and sufficiently apprised of the necessity of an electrical/power shut down in the presence of a severe gas leak.

86. At all relevant times, Richard Boudier was owed a duty of care by the PPL Defendants.

87. At all relevant times, the PPL Defendants and their agents/ employees were negligent as a result of their failure to exercise reasonable care to shut down the electricity/power at the Residence and surrounding structures and to develop or implement an appropriate procedure for shut down of electricity/power during a natural gas leak.

88. At all relevant times, the PPL Defendants had a duty, obligation and responsibility to ensure expeditious electrical shut down in the presence of a significant gas leak and to develop an appropriate procedure/protocol for same as well as to convey the necessity and importance of such a protocol or procedure to local gas companies.

89. The aforementioned negligence of the PPL Defendants directly contributed to the explosion and resulted in a delay in the shutting of the electricity at Residence thus increasing the risk of a severe explosion and resulting severe injury and death that occurred.

90. The negligent, careless and reckless acts and omissions of all defendants, jointly and severally, increased the risk of harm to Richard Boudier and/or were substantial contributing factors in causing Richard Boudier to suffer catastrophic injuries and damages, including, without limitation:

- a. death;
- b. multiple traumatic and blunt force injuries, including fractures, abrasions, lacerations;
- c. mental anguish, anxiety, panic, fright and fear of impending death;
- d. emotional distress until the time of his death;
- e. conscious physical pain and suffering until the time of death;
- f. loss of enjoyment of life and life's pleasures until the time of death;
- g. loss of future earnings and earning capacity;
- h. medical and funeral/burial expenses;
- i. all injuries and damages described in the medical records, autopsy and records of first responders to the scene, and
- j. hastened and avoidable death.

91. The economic and non-economic injuries damages and losses suffered as a result of the catastrophic and fatal injuries to Richard Boudier were caused solely and exclusively by the negligence and recklessness of defendants and/or their agents, servants and employees, as described

herein, and were not caused or contributed to by any act or failure to act on the part of Richard Boudier.

92. The grievous and fatal injuries of Richard Boudier were caused by the negligence and recklessness of all defendants, and/or their agents, servants and employees, including the defective design, manufacture and warnings/instructions of the Tapping Tee by the Honeywell Defendants and the negligent conduct of CGI in installing the Tapping Tee as well as the negligence of the PPL Defendants in failing to ensure an expeditious electrical/power shut down, as described herein, and were due in no matter whatsoever to any act or failure to act on the part of Richard Boudier.

93. The amount in controversy exceeds the local rules for amounts in controversy requiring arbitration.

COUNT ONE - STRICT PRODUCTS LIABILITY
Plaintiff v. Honeywell International, Inc. f/k/a and/or d/b/a Honeywell, Inc.
(referred to herein as the “Honeywell Defendants”)

94. The preceding paragraphs of this Complaint are fully incorporated as though fully set forth herein.

95. The Honeywell Defendants, either individually or by and through their respective employees, agents, servants, subsidiaries, groups, divisions, acquired/affiliated companies, corporations, and/or businesses, at all times relevant to this action were engaged in the design, testing, manufacture, distribution and/or sale of tapping tees and instructions/warnings for tapping tees, in particular, the subject Tapping Tee.

96. The Tapping Tee was expected to and did reach users and consumers, without substantial change in the condition in which it was sold.

97. The Tapping Tee was in a defection condition creating a risk of harm to individuals, including Richard Boudier.

98. There were no material changes or alterations to the Tapping Tee prior to July 2, 2017.

99. The defective condition of the Tapping Tee includes those deficiencies set forth herein, including but not limited to designing and manufacturing the Tapping Tee without bolts of

appropriate strength and of the appropriate material for its intended use and product life; with an installation mechanism for attachment to the main gas line that made it overly prone and susceptible to gas leakage, without adequate instructions/directions for torquing the nylon bolts and securing to the main, and insufficient instructions and warnings to users and consumers regarding installation, inspecting and usage of the Tapping Tee.

100. The manufacturing, design and warning/instructional defects of the Tapping Tee described herein directly caused Richard Boudier's injuries and death.

101. The aforesaid incident and Richard Boudier's injuries and losses were caused by the Honeywell Defendants designing, manufacturing, fabricating, assembling, inspecting, marketing, distributing, selling and/or supplying the Tapping Tee in a defective condition for which the Honeywell Defendants are strictly liable to the plaintiff and plaintiff's decedent.

102. The Honeywell Defendants are strictly liable because the Tapping Tee and its component parts and warnings/instructions were in a defective condition and unreasonably dangerous.

103. The Honeywell Defendants are strictly liability in tort because the danger to users of the Tapping Tee was unknowable and unacceptable to the average consumer.

104. The Honeywell Defendants are strictly liability because a reasonable person would conclude that the probability and seriousness of harm to persons using the Tapping Tee and risk of serious injury or death like that suffered by Richard Boudier, significantly outweighed the burden or costs of taking precautions to prevent such harm.

105. The aforesaid incident and injuries and losses to Richard Boudier and his Estate were caused by the Honeywell Defendants designing, manufacturing, fabricating, assembling, testing, marking, distributing, selling and/or supplying the Tapping Tee in a defective and unreasonably dangerous condition and without proper warnings, instructions, labels or guidelines for its safe use for which the Honeywell Defendants are strictly liable to the plaintiff.

106. Richard Boudier suffered the catastrophic and fatal injuries and damages described herein as a direct and proximate result of the defective Tapping Tee.

WHEREFORE, Plaintiff demands judgment against the Honeywell Defendants, jointly and severally with other Defendants, for compensatory and punitive damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT TWO - NEGLIGENCE

**Plaintiff v. Honeywell International, Inc. f/k/a and/or d/b/a Honeywell, Inc.
(referred to herein as the "Honeywell Defendants")**

107. The preceding paragraphs of this Complaint are fully incorporated as if fully set forth herein.

108. The Honeywell Defendants owed a duty to design, manufacture, fabricate, assemble, inspect, market, distribute, label, sell and/or supply its products, specifically the Tapping Tee in such a way so as to avoid harm to persons, including Richard Boudier.

109. The Honeywell Defendants owed a duty to warn of the hazards and dangers associated with the use of the Tapping Tee, so as to avoid harm to persons, such as Richard Boudier.

110. The Honeywell Defendants owed a duty to provide proper instructions regarding the proper use of and installation of the Tapping Tee and to warn of the hazards and dangers associated with the improper use/installation of the Tapping Tee, so as to avoid harm to persons, such as Richard Boudier.

111. The Honeywell Defendants breached their duties.

112. The negligence and recklessness of the Honeywell Defendants acting by and through their authorized divisions, subsidiaries, acquired/affiliated entities, agents, servants and employees included one or more of the following:

- a. designing, manufacturing, fabricating, assembling, inspecting, marketing, distributing, selling and/or supplying the Tapping Tee in an unsafe condition for foreseeable and intended uses, including connection of a gas main to a service line;

- b. designing, manufacturing, fabricating, assembling, inspecting, marketing, distributing, selling and/or supplying the Tapping Tee in such a way that persons using the Tapping Tee would not be apprised of its danger;
- c. defectively designing the Tapping Tee without appropriate bolts/fasteners to prevent against normal wear and tear and gas leaks;
- d. defectively designing the Tapping Tee without proper instructions to advise users of the inherent and severe dangers of failing to appropriately inspect, torque or replace bolts of the Tapping Tee;
- e. failure to adequately and properly test the subject Tapping Tee;
- f. defectively designing the Tapping Tee in a manner which allowed the bolts to become degraded, weakened and/or fractured/severed;
- g. failure to adequately warn of an existing dangerous and hazardous condition, including the risk of a gas leak with improper installation;
- h. failure to instruct users/consumers/owners of the Tapping Tee regarding development of an appropriate training and safety program for users of the Tapping Tee;
- i. failure to provide post sale warnings or instructions for the Tapping Tee;
- j. failure to provide or properly label the Tapping Tee with appropriate instructions for installation;
- k. failure to instruct users/owners regarding the specific tools to be utilized when installing the Tapping Tee;
- l. failure to instruct users regarding the appropriate testing, inspection, maintenance and replacement of bolts securing the Tapping Tee to the gas main;
- m. failure to supply Tapping Tees that were free of defects and fit and safe in all respects for their intended and foreseeable uses;
- n. failure to provide instructions and/or warnings with or on the Tapping Tee that would sufficiently and appropriately inform users of its safety risks and the appropriate assembly;
- o. failure to provide instructions and/or warnings to apprise the user/consumer of proper installation of the Tapping Tee;
- p. failure to provide instructions and/or warnings with the Tapping Tee that were sufficient to adequately warn the user of the risks/dangers involved in using the product;
- q. failure to provide proper instructions and/or warnings with the Tapping Tee regarding the exact tools to be used during installation;
- r. failure to provide proper instructions and/or warnings with the Tapping Tee to inform installers what they should sense or detect during the installation process to ensure safe and proper installation;
- s. failure to provide instructions and/or warnings for the Tapping Tee regarding the proper torquing of bolts or torque limits for the bolts;
- t. failure to provide instructions and/or warnings on the Tapping Tee that were of sufficient size or text or placed appropriately to appropriately inform the user of the proper means of using or installing the product;
- u. failure to employ, provide, or supply proper and appropriate warnings with the Tapping Tee to apprise users of the inherent dangers in failing to properly secure the Tapping Tee to a gas main;
- v. failure to employ, provide, or supply proper and appropriate instructions with the Tapping Tee for the safe installation of the Tapping Tee and prevention of a natural gas leak;
- w. failure to employ, provide, or supply proper and appropriate instructions with the Tapping Tee for the safe installation of the Tapping Tee using the depth tube

- x. failure to provide or supply proper and appropriate instructions regarding the necessary tools for proper installation and safe usage of the Tapping Tee, including to prevent gas leak;
- y. failure to provide or supply proper and appropriate instructions to users to ensure a secure connection of the Tapping Tee to the gas main and prevent against a gas leak;
- z. failure to provide or supply proper and appropriate instructions/warnings for inspection, repair, torquing and/or replacement of bolts securing the Tapping Tee to a gas main;
- aa. disregarding the safety and well-being of users and consumers of the Tapping Tee and the general public, including Richard Boudier, by designing and manufacturing the Tapping Tee in a defective manner;
- bb. disregarding the safety of users and consumers of the Tapping Tee and the general public, including Richard Boudier, by failing to eliminate, rectify, and/or warn of known dangers or defects associated with its use, involving a substantial likelihood of injury;
- cc. failing to comply with statutes, codes, regulations, and/or industry standards regarding the proper and safe design of the subject Tapping Tee;
- dd. failing to comply with statutes, codes, regulations, and/or industry standards regarding the proper and safe warnings and/or instructions of the subject Tapping Tee;
- ee. failure to meet governmental and industry safety standards, including but not limited to American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM) and American Society of Mechanical Engineer (ASME) standards for Tapping Tees;
- ff. failure to use reasonable care to sell, manufacture, design, distribute, or supply a Tapping Tee that complied with industry safety standards;
- gg. negligently putting a Tapping Tee into the stream of commerce that failed to contain proper and appropriate warnings, instructions and parts, to make it safe for its foreseeable and intended uses;
- hh. negligently designing a Tapping Tee that was overly prone and susceptible to gas leaks and catastrophic explosions; and
- ii. negligently designing a Tapping Tee that failed to contain adequate instructions and parts for its safe installation and use.

113. The foregoing negligence, carelessness, and reckless of the Honeywell Defendants increased the risk of harm and was a substantial contributing factor of the severe injuries and death to Richard Boudier.

114. Richard Boudier suffered the catastrophic and fatal injuries and damages described herein as a direct and proximate result of the negligent and reckless acts and/or omissions of the Honeywell Defendants as set forth above.

WHEREFORE, Plaintiff demands judgment against the Honeywell Defendants, jointly and severally with other Defendants, for compensatory and punitive damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT THREE - EXPRESS WARRANTY

**Plaintiff v. Honeywell International, Inc. f/k/a and/or d/b/a Honeywell, Inc.
(referred to herein as the “Honeywell Defendants”)**

115. The preceding paragraphs of this Complaint are incorporated as though fully set forth herein.

116. The Honeywell Defendants were the designers, manufacturers, distributors, suppliers, and/or sellers of the defective Tapping Tee, including the defective warnings/instructions contained thereon or that accompanied the Tapping Tee.

117. The Honeywell Defendants, in designing, manufacturing, fabricating, assembling, inspecting, marketing, distributing, selling and/or supplying the Tapping Tee, expressly warranted that the Tapping Tee conformed to the description contained in their advertisements, written warranty, manuals and other written materials, including:

- a. that the Tapping Tee provided a leak-free connection and was a reliable, safe mechanical tee.
- b. that the Tapping Tee delivered safe, uninterrupted gas service.
- c. that the Tapping Tee could be appropriately and safely installed in a matter of minutes.

118. The writing containing the express warranty for the Tapping Tee is not accessible after reasonable investigation and not publicly available. Plaintiff will therefore be required to obtain the writing of the express warranty for the Tapping Tee at issue during discovery in this litigation.

119. The advertisements, warranties and other written information provided by the Honeywell Defendants created an affirmation and/or promise that the subject Tapping Tee would conform, and created an express warranty to that effect; the affirmation of fact or promise and description of the goods became a basis of the bargain, thereby creating an express warranty.

120. The Honeywell Defendants breached those express warranties.

121. The Honeywell Defendants are liable to plaintiff for injuries and damages described herein for breach of express warranty.

WHEREFORE, Plaintiff demands judgment against the Honeywell Defendants, jointly and severally with other Defendants, for compensatory and punitive damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT FOUR-IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE
Plaintiff v. Honeywell International, Inc. f/k/a and/or d/b/a Honeywell, Inc.
(referred to herein as the “Honeywell Defendants”)

122. The preceding paragraphs of this Complaint are fully incorporated as though fully set forth herein

123. The Honeywell Defendants were the designers, manufacturers, assemblers, distributors, suppliers and/or sellers of the defective Tapping Tee, including the defective warnings/instructions provided therewith or thereon and were regular manufacturers, suppliers, and/or sellers of the such Tapping Tees.

124. At the time of the sale the Tapping Tee, the Honeywell Defendants had reason to know the specific use and particular purpose for which the Tapping Tee was being purchased, namely the secure connection of a service line to a gas main. The decedent and/or purchaser relied upon the skill or judgment of the Honeywell Defendants to select and/or furnish a Tapping Tee suitable for that use, thereby creating an implied warranty that the Tapping Tee was fit for that particular purpose.

125. In manufacturing, designing, assembling and/or supplying the Tapping Tee, the Honeywell Defendants impliedly warranted that the Tapping Tee and its accompanying warnings/instructions were safe for the consumer and general public.

126. The subject Tapping Tee, as stated above, was unsafe for use for the particular purpose for which it was intended.

127. The Honeywell Defendants are liable to plaintiff and plaintiff’s decedent for injuries and damages described herein for breach of implied warranty of fitness for a particular purpose.

WHEREFORE, Plaintiff demands judgment against the Honeywell Defendants, jointly and severally with other Defendants, for compensatory and punitive damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT FIVE - IMPLIED WARRANTY OF FITNESS OF MERCHANTABILITY
Plaintiff v. Honeywell International, Inc. f/k/a and/or d/b/a Honeywell, Inc.
(referred to herein as the “Honeywell Defendants”)

128. The preceding paragraphs of this Complaint are fully incorporated as though fully set forth herein.

129. The Honeywell Defendants were the designers, manufacturers, assemblers, distributors, suppliers and/or sellers of the defective Tapping Tee including the defective warnings and/or instructions and were regular manufacturers, suppliers, and/or sellers of the such Tapping Tees.

130. The Honeywell Defendants were merchants with respect of the sale of the Tapping Tee, and as such, dealt in goods of the kind involved in the transaction.

131. The Honeywell Defendants held themselves out as having knowledge and skill particularly to goods involved in the transaction, to wit, tapping tees, and employed others, who by their occupation, held themselves out as having such knowledge or skill.

132. An implied warranty of merchantability was established in the sale of the Tapping Tee.

133. The implied warranty of merchantability was breached in that (a) the Tapping Tee and its accompanying warnings and/or instructions were not of a proper quality generally accepted in the trade under the description or designation of the goods; (b) the Tapping Tee did not meet the standard of “fair average quality” within the description of the goods; (c) the Tapping Tee was not fit for the ordinary purpose for which such goods are used; (d) the Tapping Tee was not of the kind, quality and quantity required for the unit supplied to UGI and/or Richard Boudier; (e) the Tapping Tee was not contained, packaged, and labeled as indicated; and (f) the Tapping Tee did not conform to the promises or affirmations of fact made to the consumer.

134. The Honeywell Defendants are liable to plaintiff and plaintiff’s decedent for injuries and damages described herein for breach of implied warranty of merchantability.

WHEREFORE, Plaintiff demands judgment against Honeywell Defendants, jointly and severally with all Defendants, for compensatory and punitive damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT SIX - NEGLIGENCE
Plaintiff v. Defendant Contractors Group, Inc. (“CGI”)

135. The preceding paragraphs of this Complaint are fully incorporated as though fully set forth herein.

136. Defendant CGI owed a duty to conform to a standard of conduct established by law for the protection of Richard Boudier.

137. Defendant CGI was responsible for, among other things, installation and inspection of the Tapping Tee and specifically for ensuring that the Tapping Tee was properly installed and secured.

138. Defendant CGI knew or had reason to know that the Tapping Tee could pose an unreasonable risk of harm to persons, including Richard Boudier, if the Tapping Tee was not properly installed and secured for its ordinary and expected purposes.

139. Defendant CGI knew or should have known that the general public, including those working in the field of natural gas like Richard Boudier, would not and could not realize and/or discover the risks associated with a Tapping Tee that was deficiently installed and utilized by CGI and thus unfit for use.

140. Despite knowledge of the catastrophic and potentially fatal hazards to persons from an improperly installed Tapping Tee, including natural gas leaks and massive explosions, CGI deficiently and improperly installed the Tapping Tee and failed to ensure that the Tapping Tee was appropriately installed and secured to the gas main and safe and appropriate for such ordinary and foreseeable uses. CGI further failed to remedy the defective or dangerous conditions existing with the Tapping Tee after installing it for use.

141. Richard Boudier's severe, catastrophic and fatal injuries were caused by the negligence of CGI, jointly and severally with all defendants, acting by and through authorized divisions, groups, subsidiaries, principals, owners, agents, servants, workmen, employees and/or officers, including some or all of the below:

- a. negligently installing the Tapping Tee and permitting and allowing the Tapping Tee to be unsafe for use and operation;
- b. failing to install the Tapping Tee as a reasonably prudent person would and in accordance with industry standards;
- c. allowing and permitting the dangerous and/or defective condition of the Tapping Tee to exist;
- d. creating a dangerous and hazardous condition by failing to properly install the Tapping Tee making it unfit for operation;
- e. failure to take the necessary steps to install the Tapping Tee in a safe and proper condition;
- f. failure to utilize proper tools during installation of the Tapping Tee;
- g. failure to notify or inform others of the defective condition and/or improper installation of the Tapping Tee;
- h. failure to remedy to the defective and dangerous condition of the Tapping Tee at any time before July 2, 2017;
- i. failure to take action to remedy, replace or re-install the Tapping Tee at any time before July 2, 2017;
- j. failure to inspect the Tapping Tee to ensure it was properly installed and in safe condition for use and operation;
- k. failure to warn and/or notify others, including UGI or Richard Boudier, of the existence of the Tapping Tee's dangerous and hazardous condition, including lack of appropriate warnings/instructions and insufficient bolts utilized for attachment;
- l. failure to utilize other, safer products for connecting the main to the service line, including electrofusion;
- m. failure to ensure that the Tapping Tee had appropriately strong and resilient bolts for connection to the main gas line;
- n. failure to properly and uniformly torque the nylon bolts of the Tapping Tee;
- o. negligently under or over-torquing the nylon bolts of the Tapping Tee and increasing the risk of a gas leak;
- p. failure to ensure that the Tapping tee had appropriately torqued bolts during installation and thereafter;
- q. failure to discover or take proper steps/measures to discover the existence of a dangerous and/or hazardous condition relating to the connection of the Tapping tee to the main;
- r. failure to ensure the locking mechanism of the Tapping Tee was engaged and secured to the main;
- s. failure to ensure that the locking mechanism and cutter tool of the Tapping Tee was separated during the installation process;
- t. failure to take measures or steps to prevent the defective condition of the Tapping Tee, specifically leakage of gas;
- u. failure to have an appropriate program, policy or system in place to ensure that its staff/personnel, properly installed Tapping Tees and were aware of the risks of a natural gas leak from same;

- v. failure to have an appropriate program, policy or system in place to ensure that the nylon bolts of the Tapping Tee were appropriately torqued or installed, with appropriate tools;
- w. failure to follow directions/instructions for installation and application of the Tapping Tee as contained within the Tapping Tee's manual/instructions;
- x. failure to implement, provide, or enforce an appropriate training program for installers of the Tapping Tee;
- y. failure to provide, maintain or replace labels/warnings/instructions on the Tapping Tee;
- z. failure to recognize defects within the Tapping Tee that exposed persons to the risk of severe and permanent injury or death from a gas leak when in the vicinity;
- aa. failure to comply with industry standards applicable to the Tapping Tee regarding installation, inspection, testing, maintenance and repair;
- bb. failure to ensure there were policies, procedures or programs in place for the appropriate installation of Tapping Tees at CGI;
- cc. failure to establish and appropriate program or system to ensure Tapping Tees were appropriately installed, tested and fit for use;
- dd. failure to appropriately supervise its staff and/or employees who were responsible for installation of Tapping Tees;
- ee. failure to ensure that appropriate safety policies and procedures were implemented and/or enforced regarding the installation, testing, inspection, maintenance, repair of Tapping Tees; and
- ff. failure to provide, convey or make available appropriate equipment and/or information, including all necessary warning and instructions to persons installing the Tapping Tee.

142. The foregoing negligent acts and omissions of CGI increased the risk of harm to Richard Boudier and were a substantial contributing factor of the severe and fatal injuries suffered by Richard Boudier

143. Richard Boudier suffered the catastrophic and fatal injuries and damages described herein as a direct and proximate result of the negligent acts and/or omissions of CGI, as set forth above.

WHEREFORE, Plaintiff demands judgment against Defendant CGI and other Defendants hereto, jointly and severally, for compensatory damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT SEVEN - NEGLIGENCE

**Plaintiff v. Defendants PPL Corporation and PPL Electric Utilities Corporation
(the “PPL Defendants”)**

144. The preceding paragraphs of this Complaint are fully incorporated as though fully set forth herein.

145. The PPL Defendants owed a duty to conform to a standard of conduct established by law for the protection of Richard Boudier.

146. The PPL Defendants were responsible for, among other things, the expeditious shut off of electricity/power during a natural gas leak as well as for specifically ensuring that protocols and procedures for such a shut-down of electricity was properly conveyed and performed.

147. The PPL Defendants knew or had reason to know that the failure to expeditiously shut off electricity/power during a natural gas leak could pose an unreasonable risk of harm to persons, including Richard Boudier.

148. The PPL Defendants knew or should have known that the general public, including those working in the field of natural gas like Richard Boudier, would not and could not realize and/or discover the risks associated with the electricity/power remaining on during a natural gas leak.

149. Despite knowledge of the catastrophic and potentially fatal hazards to persons from electricity/power remaining on during a gas leak, including a massive explosion, the PPL Defendants failed to ensure that the electricity/power at the incident site/Residence was shut down. The PPL Defendants also failed to communicate/convey the importance of such an electrical shut down and failed to ensure that local gas companies were aware of and had policies in place with PPL for the expeditious shut down of electricity/power during a natural gas leak.

150. Richard Boudier’s severe, catastrophic and fatal injuries were caused by the negligence of the PPL Defendants, jointly and severally with all defendants, acting by and through authorized divisions, groups, subsidiaries, principals, owners, agents, servants, workmen, employees and/or officers, including some or all of the below:

- a. failure to shut off the power/electricity at the incident site in a prompt and timely manner;
- b. failure to respond in a timely manner to the natural gas leak at the incident site and take steps to ensure electrical shut down and/or eliminate an explosive source;

- c. failure to communicate the necessity to expeditiously shut off electricity/power during a natural gas leakage to prevent the risk of a serious explosion and injury or death to individuals nearby;
- d. negligently allowing the electricity/power to remain on at the Residence/incident site and exposing Richard Boudier and others to the risk of serious injury or death from an explosion;
- e. failure to have an appropriate program, policy or system in place to ensure that the electrical and power issues associated with a natural gas leakage were appropriately and timely managed;
- f. failure to ensure there were policies, procedures or programs in place for the appropriate and timely electrical/power shut down during a natural gas leak;
- g. failure to ensure there were policies, procedures or programs in place for responding to a serious natural gas leak, including to prevent against ignition sources and explosions;
- h. failure to timely have staff/personnel on site at the Residence/incident site to provide input and expertise relating to electric issues;
- i. failure to appropriately supervise its staff and/or employees who were responsible for management of electricity and power issues during a natural gas leak;
- j. failure to ensure that appropriate safety policies and procedures were implemented and/or enforced regarding the management of electricity and power issues at sites to which the PPL Defendants provided electricity/power during a natural gas leak
- k. negligently allowing and permitting the dangerous condition of a natural gas leak with continued live electricity and an ignition source at the incident site/Residence;
- l. failure to implement a policy whereby there was immediate electrical or power shut down at residences/structures during a serious natural gas leak;
- m. creating a dangerous and hazardous condition by allowing the electricity to remain on at the incident site despite a known gas leak with explosive levels;
- n. failure to take the necessary steps to implement a policy, procedure or protocol whereby electricity/power was expeditiously shut off during a natural gas leak;
- o. failure to convey the importance, both internally within the PPL Defendants and externally to local gas companies, including UGI, of proper and expeditious management of electrical/power issues during a natural gas leak;
- p. failure to exercise reasonable care in ensuring that local gas companies were aware of the need to expeditiously notify the PPL Defendants and/or shut down power/electricity during a natural gas leak;
- q. failure to notify or inform others, including UGI, of the necessity of expeditiously shutting off the electricity/power during a natural gas leak;
- r. failure to recognize the lack of a policy, procedure or protocol at the PPL Defendants for prompt notification of a serious natural gas leak with the explosive levels and the necessity of expeditious shut down of electricity power; and
- s. failure to have appropriate policies, procedures and protocols in place to prevent against serious injury and death at locations where the PPL Defendants provided electricity or power

151. The foregoing negligent acts and omissions of the PPL Defendants increased the risk of harm to Richard Boudier and were a substantial contributing factor of the severe and fatal injuries suffered by Richard Boudier

152. Richard Boudier suffered the catastrophic and fatal injuries and damages described herein as a direct and proximate result of the negligent acts and/or omissions of the PPL Defendants as set forth above.

WHEREFORE, Plaintiff demands judgment against the PPL Defendants and other defendants hereto, jointly and severally, for compensatory damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT EIGHT - WRONGFUL DEATH
Plaintiff v. All Defendants

153. The preceding paragraphs of this Complaint are incorporated as though fully set forth herein.

154. Plaintiff, Kim Boudier, Individually and as Administratrix of the Estate of Richard Boudier, deceased, brings this action under and by virtue of the Wrongful Death Act, 42 Pa.C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law of this Commonwealth interpreting this Act.

155. As a result of the negligent and reckless acts and omissions of the defendants, as described herein, plaintiff's decedent, Richard Boudier, suffered catastrophic, permanent and fatal injuries resulting in his hastened, premature and avoidable death, giving rise to the entitlement to damages by his heirs, as beneficiaries under the Wrongful Death Act.

156. Under the Wrongful Death Act, Richard Boudier, deceased, left surviving him his spouse Kim Boudier and his daughter Danielle Hornberger. These individuals, who have been notified of the commencement of this action, are listed below, and are the beneficiaries entitled to recover damages under the Wrongful Death Act:

- a. Kim Boudier (spouse)
- b. Danielle Hornberger (adult daughter)

157. As a result of the negligent and reckless acts and omissions of all Defendants, jointly and severally, Richard Boudier was caused grave injuries and death resulting in the entitlement to damages by the aforementioned beneficiaries under the Wrongful Death Act.

158. Plaintiff, Kim Boudier, Individually and as Administratrix of the Estate of Richard Boudier deceased, on behalf of the Wrongful Death beneficiaries so entitled, claims damages for the monetary support the decedent would have provided to these beneficiaries, if any, during his lifetime.

159. Plaintiff, Kim Boudier, Individually and as Administratrix of the Estate of Richard Boudier, deceased, on behalf of the Wrongful Death beneficiaries so entitled, claims damages for the loss of earnings, maintenance, support, comfort, care, society, guidance, tutelage and/or other losses recognized under the Wrongful Death Act, which they would have received from the decedent had his death not occurred.

160. Plaintiff, Kim Boudier, Individually and as Administratrix of the Estate of Richard Boudier, deceased, on behalf of all of the Wrongful Death beneficiaries, claims claim the full measure of damages recoverable under and by virtue of the Wrongful Death Act and the decisional law of this Commonwealth interpreting the Act, including but not limited to damages for all hospital and medical expenses, funeral and burial expenses, costs of estate administration, as well as the loss of the services, society, comfort, support, guidance and tutelage that he would have provided to his family during his lifetime had he lived, and damages for any and all other losses suffered by each of the beneficiaries by reason of Richard Boudier's tragic and premature death, as may be allowed under the Wrongful Death Act and the decisional law interpreting the Act.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory and punitive damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

COUNT NINE - SURVIVAL ACT
Plaintiff v. All Defendants

161. The preceding paragraphs are incorporated by reference as if set forth fully herein.

162. Plaintiff, Kim Boudier, Administratrix of the Estate of Richard Boudier, deceased, brings this Survival Action on behalf of the Estate of Richard Boudier, deceased, and claims the full measure of damages under the Survival Act, 42 Pa.C.S.A. §8302, the applicable Rules of Civil Procedure, and the decisional law interpreting the Survival Act.

163. As a result of the negligent and reckless acts and omissions of all Defendants, Richard Boudier was caused grave injuries and death resulting in the entitlement to damages by the Estate of Richard Boudier, deceased, under the aforementioned Survival Act.

164. On behalf of decedent's Estate, Plaintiff claims the loss of earnings and economic loss to decedent's Estate, including, but not limited to, Richard Boudier's total estimated future earning capacity less his cost of personal maintenance.

165. On behalf of decedent's Estate, Plaintiff claims damages for Richard Boudier's tremendous mental and physical discomfort, anxiety, anguish, fright, conscious physical pain and suffering, disfigurement, loss of the ability to enjoy life and life's pleasures until death, and any and all other damages and losses recoverable under the Survival Act and the decisional law interpreting the Act.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory and punitive damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), and in excess of prevailing arbitration limits, exclusive of pre-judgment interest, post-judgment interest, and costs.

ROSS FELLER CASEY, LLP

By: /s/ Matthew A. Casey
MATTHEW A. CASEY, ESQUIRE
JOHN M. PINTO, ESQUIRE
Attorney for Plaintiff

Dated: November 5, 2018

CERTIFICATE OF COMPLIANCE

I, John M. Pinto, Esquire, certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

ROSS FELLER CASEY, LLP

By: /s/ John M. Pinto
JOHN M. PINTO, ESQUIRE
Attorney for Plaintiff

Dated: November 5, 2018

VERIFICATION

I, Kim D. Boudier, Individually and as Administratrix of the Estate of Richard Boudier, deceased, hereby verifies that the within Civil Action Complaint is based on first-hand information and on information furnished to her counsel and obtained by counsel in the course of this lawsuit. The language of the document is that of counsel and not of the affiant. To the extent that the contents of the document are based on information furnished to counsel and obtained by counsel during the course of this lawsuit, the affiant has relied upon counsel in taking this verification. All statements are founded upon reasonable belief. This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



KIM D. BOUDIER