

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPT.  
OF THE TRIAL COURT  
CIVIL ACTION NO.:

\_\_\_\_\_  
TRUSTEES OF PARK PLACE )  
CONDOMINIUM TRUST, )  
Plaintiff, )  
)

v. )

BOSTON GAS COMPANY d/b/a )  
NATIONAL GRID, )  
Defendant. )  
\_\_\_\_\_ )

**COMPLAINT AND JURY DEMAND**

**5/10/2021**

**PRELIMINARY STATEMENT**

This is an action brought by the Plaintiff, Trustees of the Park Place Condominium Trust (“Condominium Trust” or “Plaintiff”), the organization of unit owners for the Park Place Condominium (“Condominium”), located in West Roxbury, Massachusetts against the Defendant, Boston Gas Company d/b/a National Grid (“Boston Gas” or “Defendant”), seeking damages arising from its negligent operation, maintenance and supervision of its gas pipelines and connections, which created a gas leak contributing to and causing a six-alarm fire that destroyed and caused significant damage to a Condominium building and the units located therein.

**PARTIES**

1. The Plaintiff, Trustees of the Park Place Condominium Trust, are the duly appointed and/or elected Trustees of the Park Place Condominium Trust (the “Condominium Trust”) and are the organization of unit owners of the Park Place Condominium, a 60 unit

residential condominium established pursuant to and in accordance with M.G.L. c. 183A, located at 1210, 1212, 1214, 1216 and 1218 VFW Parkway in West Roxbury, Massachusetts 02132.

2. The Defendant, Boston Gas Company d/b/a National Grid USA (“Boston Gas”), is a Massachusetts corporation with a principal place of business at 40 Sylvan Road, Waltham, Massachusetts 02451. Boston Gas’s Resident Agent is the Corporation Service Company located at 84 State Street, Boston, Massachusetts 02109.

### **JURISDICTION**

3. This Court has subject matter jurisdiction over this action pursuant to G.L. c. 212 § 3 and because the Plaintiff’s recovery will likely exceed \$50,000, pursuant to G.L. c. 212 § 4, as revised.

4. This Court has personal jurisdiction pursuant to G.L. c. 223A § 3 because the action arises from the Defendants’ transaction of business, supply of services, and actions and omissions in Massachusetts.

5. Venue is proper under G.L. c. 223 § 1 because the Condominium is located in Suffolk County and Defendants’ acts and omissions occurred in Suffolk County.

### **FACTUAL ALLEGATIONS**

6. The Condominium consists of five (5) buildings located at 1210, 1212, 1214, 1216 and 1218 VFW Parkway in West Roxbury, Massachusetts 02132.

7. Beginning in 2016, several of the unit owners at 1214 VFW Parkway (“1214 Building”) reported a strong smell of gas in and around the 1214 Building to Boston Gas.

8. In response, Boston Gas investigated these complaints on four (4) separate occasions, but did not locate the source of the leak.

9. In the days prior to May 12, 2018, the units owners of the 1214 Building smelled gas in and around the Building, which, on information and belief, were also reported to Boston Gas.

**The Fire at the Property**

10. During the early morning hours of Saturday, May 12, 2018, at approximately 5:50 a.m., a fire broke out at the Building.

11. The fire quickly engulfed the Building and escalated from a two-alarm fire to six-alarm fire.

12. Upon the Boston Fire Department's arrival to the 1214 Building, a gas leak was readily apparent, which was fueling the fire and Boston Gas was notified.

13. As the fire was continuously being fueled by the gas leak, BFD was unable to extinguish the fire until Boston Gas arrived to shut off the gas.

14. The intensity of the fire (i) disintegrated the front of the Building, (ii) destroyed all of the contents inside of the Building, and (iii) melted parts of cars parked in front of the Building.

**Defendants' Maintenance and Operational Failures**

15. Boston Gas supplied natural gas services to the Condominium, including the 1214 Building, for heating, cooking and hot water.

16. Boston Gas was engaged in the design, installation, replacement, testing, monitoring, servicing, maintenance, repair and/or modernization of natural gas utilities, services, equipment and/or devices that supplied the natural gas to the Building and was responsible for ensuring that no hazardous conditions existed with respect thereto and for warning the public of any such hazardous conditions, including the Condominium Trust.

17. The gas distribution system owned and controlled by Boston Gas, however, were poorly maintained, managed, accessed, and highly dangerous.

18. At all relevant times, Boston Gas had and/or assumed a duty to properly design, install, replace, test, protect, assess, monitor, service, maintain and/or repair natural gas utilities and natural gas equipment on or associated with the 1214 Building.

19. At all times on or before May 12, 2018, Boston Gas failed to properly install and adequately inspect, repair and/or maintain the gas pipelines and connections, including but not limited to a cap of a service tee, located at the 1214 Building.

20. At all times on or before May 12, 2018, Boston Gas failed to hire and retain sufficient and adequately trained and experienced employees, agents and/or contractors.

21. At all times on or before May 12, 2018, Boston Gas failed to take the proper and necessary precautions to prevent a fire from occurring at the 1214 Building.

22. At all times on or before May 12, 2018, Boston Gas failed to promptly, properly and adequately respond to reports of a gas leak and smells of gas located at the 1214 Building.

23. On May 12, 2018, gas was leaking and released into the 1214 Building.

24. On information and belief, this release of gas into the 1214 Building contributed to the cause of the fire.

25. On information and belief, pursuant to Pipeline Safety Division's Incident Report ("Report"), internal thread damage was revealed on the service tee tapping screw cap in the removal direction, which had been previously accessed by Boston Gas on at least two (2) separate occasions.

26. On information and belief, the Report noted a "slow leak of approximately 1ft<sup>3</sup>/hr was detected from the cap of the service tee," which was not caused by the fire damage.

27. The Report concluded that “[t]he source of ignition and contributing factors could not be determined.”

28. On information and belief, however, as a result of the customary and usual operation of electrical, heating and/or other combustion materials, the persistent leaking gas ignited and contributed to and/or caused the fire at the Building.

29. As a result of the fire, there was extensive fire and water damage to the 1214 Building, as well as the neighboring building at 1216 VFW Parkway in West Roxbury, Massachusetts (“1216 Building”).

30. Consequently, twelve (12) of the units in the 1214 Building were uninhabitable and seven (7) of the units in the 1216 Building required temporary displacement.

31. At a minimum, the fire destroyed, damaged and demised the improved common areas of both the 1214 Building and the 1216 Building.

32. The Condominium Trust is statutorily charged with the management and maintenance of said common areas, including the reconstruction and rehabilitation of same.

#### **COUNT I – NEGLIGENCE**

33. The Condominium Trust repeats and reavers the allegations contained in Paragraphs 1 through 32, as if fully set forth herein.

34. Boston Gas owed a duty to the Condominium Trust to use reasonable care in the design, construction, operation, and/or maintenance of all relevant operations and equipment. Such reasonable care includes, but is not limited to designing, constructing, operating, and/or maintaining all operations and equipment in a manner compatible with the reasonable use and enjoyment of the residential Building, and in compliance with relevant regulations and industry standards.

35. Boston Gas was advised on at least four (4) occasions of gas odors emanating from its lines prior to the explosion and fire at 1214 Building on May 12, 2018 and Boston Gas – despite allegedly investigating the same – did nothing to address the gas leak.

36. Boston Gas breached its duty by negligently designing, constructing, operating, and maintaining gas lines; failing to implement reasonable safety and leak prevention practices; failing to conduct reasonable safety and leak inspections; failing to promptly contain the leaks; and failing to replace obsolete high-risk materials.

37. The fire and the consequent damage to the 1214 Building, the 1216 Building and Condominium Trust's property were caused by the negligence, carelessness and negligent omissions of Boston Gas, its agents, servants and/or employees acting within the course and scope of their employment in:

- a. Failing to properly and safely operate the natural gas utilities, equipment and devices;
- b. Failing to properly and adequately install, monitor, inspect, maintain and repair the natural gas utilities, equipment and devices, including, but not limited to the natural gas line, natural gas regulators, natural gas rise assembly, service tee cap, and other components of the natural gas system;
- c. Failing to warn about dangerous or hazardous conditions associated with the natural gas utilities, services, equipment, and/or devices associated with or relating to the property, including, but not limited to, natural gas regulators, natural gas rise assembly, service tee cap, and other components of the natural gas system;
- d. Failing to comply with applicable federal, state, local, and/or industry regulations concerning the design, install, replace, test, monitor, service, maintain, repair and/or modernization of its natural gas utilities, services, equipment, and/or devices leading to the property, including, but not limited to natural gas regulators, natural gas rise assembly, service tee cap, and other components of the natural gas system;
- e. Failing to hire proper and qualified employees, agents and/or contractors to detect a gas leak and/or failing to provide emergency response personnel and its own personnel with the required training to properly locate the gas leak and turn off

the gas in or around the Building, in order to prevent the explosion and fire, as well as to prevent fire spread damages;

- f. Causing and/or allowing defective natural gas utilities, services, equipment, and/or devices associated with the property, including, but not limited to natural gas regulators, natural gas rise assembly, and/or service tee cap to exist and remain in an unsafe location and/or condition;
- g. Failing to take appropriate measures to guard against the possibility for a hazardous or dangerous condition at the property as a result of natural gas utilities, services, equipment, and/or devices associated with or relating to the Property;
- h. Failing to identify/repair defect(s) in its natural utilities, services, equipment, and/or devices associated with the property, including, but not limited to, the natural gas line, natural gas regulators, natural gas rise assembly, service tee cap, and other components of the natural gas system;
- i. Failing to properly identify, locate and detect the source of the gas leak(s) in the area of the Building prior to the ultimate explosion and fire that occurred on or about May 12, 2018;
- j. Failing to properly and timely respond to the natural gas leak(s) at or in the vicinity of the subject property in order to prevent the explosion and fire, as well as to prevent fire spread damages;
- k. Otherwise causing or allowing the gas leak to occur and/or continue for an unreasonable time; and/or
- l. Otherwise failing to exercise due care under the circumstances, as may be disclosed in the course of discovery.

38. As a direct and proximate result of Boston Gas' foregoing negligence, the Condominium Trust suffered damages as alleged herein, including, but not limited to: rebuilding costs, including without limitation, hard and soft costs, direct and indirect costs, loss of use and enjoyment of its property, diminution in property value.

39. Boston Gas' behavior was grossly negligent, reckless, and exhibited willful and wanton disregard for the Condominium Trust's rights.

40. Boston Gas is liable to the Condominium Trust for all damages arising from its negligence, recklessness, and wanton and willful indifference, including compensatory and punitive damages and attorneys' fees.

**COUNT II – STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITY**

41. The Condominium Trust repeats and reavers the allegations contained in Paragraphs 1 through 40, as if fully set forth herein.

42. Boston Gas owes a duty of care to the Condominium Trust to maintain its gas lines in a safe and proper fashion so as to prevent gas leaks and damage to properties served thereby, including the Building.

43. In undertaking its actions, including its design, installation, replacement, testing, monitoring, servicing, maintenance, repair and/or modernization of natural gas utilities, services, equipment, and/or devices that supplied natural gas to the Building, Boston Gas engaged in an ultra-hazardous activity, for which strict liability attaches.

44. Boston Gas is strictly liable for all uninsured losses incurred by the Condominium Trust by failing to properly investigate and locate and/or prevent a gas leak in gas lines that it owned or controlled at the property, which are abnormally dangerous and ultrahazardous activities that created a substantial risk of fire, property damage, bodily injury and even death, to the 1214 Building and 1216 Building and the entirety of the condominium community.

45. As a direct and proximate result of Boston Gas' acts and/or omissions, the Condominium Trust was damaged as a direct consequence of Boston Gas' inherently and abnormally dangerous ultrahazardous activities in the form of property damage and uninsured losses.



**PRAYERS FOR RELIEF**

WHEREFORE, the Plaintiff, the Trustees of the Park Place Condominium Association, pray that this Honorable Court award it the following relief:

- A. Enter judgment for the Plaintiff against the Defendant on Counts I and II of this Complaint;
- B. Award the Plaintiff damages against the Defendant in an amount to be determined at trial;
- C. Award the Plaintiff its costs and attorneys' fees in this action;
- D. Award the Plaintiff its pre-judgment and post-judgment interest; and
- E. Award Plaintiff such other and further relief as this Honorable Court deems just and proper.

**THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL CLAIMS SO TRIABLE.**

Respectfully submitted,

TRUSTEES OF THE PARK PLACE  
CONDOMINIUM TRUST,

By its attorneys,



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