

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

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

CHRISTOPHER LABRUZZO, FRANK)
LASKE, SHERRY ROSEN, MICHAEL)
PETERSANTE, HONGLIANG TANG,)
ALEXANDER PETLIAR, TATIANA)
PETLIAR, MARIA MASTRANGELO, and)
ALICE FREEMAN,)
Plaintiffs,)

5/11/2021

v.)

COMPLAINT AND JURY DEMAND

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

PRELIMINARY STATEMENT

The Plaintiffs, Christopher Labruzzo, Frank Laske, Sherry Rosen, Michael Petersante, Hongliang Tang, Alexander Petliar, Tatiana Petliar, Maria Mastrangelo, and Alice Freeman (collectively, the "Plaintiffs"), hereby file this action against the Defendant, Boston Gas Company d/b/a National Grid ("Defendant" or "Boston Gas"), seeking damages for 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 the Plaintiffs' condominium units at the Park Place Condominium in West Roxbury, Massachusetts.

PARTIES

1. The Plaintiff, Christopher Labruzzo, is an individual who owns Unit 27 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.

2. The Plaintiff, Frank Laske, is an individual who owns Unit 29 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.
3. The Plaintiff, Sherry Rosen, is an individual who owns Unit 31 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.
4. The Plaintiff, Michael Petersante, is an individual who owns Unit 33 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.
5. The Plaintiff, Hongliang Tang, is an individual who owns Unit 34 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.
6. The Plaintiff, Alexander Petliar, is an individual who owns Unit 35 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.
7. The Plaintiff, Tatiana Petliar, is an individual who owns Unit 35 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.
8. The Plaintiff, Maria Mastrangelo, is an individual who owns Unit 36 of 1214 VFW Parkway, West Roxbury, Massachusetts 02132.
9. The Plaintiff, Alice Freeman, is an individual who owns Unit 37 of 1214 VFW Parkway, Unit 36, West Roxbury, Massachusetts 02132.
10. 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

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

12. 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.

13. Venue is proper under G.L. c. 223 § 1 because the Plaintiffs reside in Suffolk County and Defendants' acts and omissions occurred in Suffolk County.

FACTUAL ALLEGATIONS

14. The Plaintiffs are owners and residents of various units located at 1214 VFW Parkway in West Roxbury, Massachusetts (the "Building"), which is a part of the Park Place Condominium.

15. Beginning in 2016, several of the Plaintiffs reported strong smells of gas in and around the Building to Boston Gas.

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

17. In the days prior to May 12, 2018, the Plaintiffs smelled gas in and around the Building, which, on information and belief, were also reported to Boston Gas.

The Fire at the Property

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

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

20. It was utter chaos and panic for certain of the Plaintiffs, who became trapped inside the the Building by the intense wall of fire that covered the front of the building and were forced to run through to escape and/or rescued by the Boston Fire Department (“BFD”).

21. Upon BFD’s arrival to the Building, a gas leak was readily apparent, which was fueling the fire and Boston Gas was notified.

22. 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.

23. 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

24. Boston Gas supplied natural gas services to the Building for heating, cooking and hot water to the unit owners, including the Plaintiffs.

25. 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 Plaintiffs.

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

27. 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 Building.

28. Despite repeated inspections related to reports of a strong smells of gas, at no point prior to May 12, 2018, did Boston Gas, instruct, suggest or urge any of the Plaintiffs to evacuate the Building.

29. 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 Building.

30. 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.

31. 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 Building.

32. 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 Building.

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

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

35. 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.

36. On information and belief, the Report noted a "slow leak of approximately 1ft³/hr was detected from the cap of the service tee," which was not caused by the fire damage.

37. The Report concluded that "[t]he source of ignition and contributing factors could not be determined."

38. 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.

Aftermath of Fire

39. As a result of the fire, all of the Plaintiffs were displaced, as the Building was a total loss.

40. The Plaintiffs suffered extensive real and personal property damage, including loss of furnishings, clothing, food, medicine, as well as damage to vehicles parked near the Building.

41. The fire caused the displaced Plaintiffs to incur increased living costs related to replacement housing, which includes increased (i) rental income and/or hotel expenses, and (ii) insurance premiums.

42. The fire caused certain of the Plaintiffs' loss of (i) the use and enjoyment of their respective homes, (ii) sentimental personal property, (iii) companion dogs and cats, (iv) rental income, (v) property value, (vi) wages and (vii) physical injuries.

43. Additionally, several of the Plaintiffs also experienced emotional distress, which physically manifested in one or more of the following forms: post-traumatic stress, irritability, loss of appetite, anxiety, insomnia, nightmares, headaches and stress.

COUNT I – NEGLIGENCE

44. The Plaintiffs repeat and reaver the allegations contained in Paragraphs 1 through 43, as if fully set forth herein.

45. Boston Gas owed a duty to Plaintiffs 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 in in which Plaintiffs own and reside, and in compliance with relevant regulations and industry standards.

46. Defendants breached this 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.

47. The fire and the consequent damage to the Building and the Plaintiffs' 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.

48. As a direct and proximate result of Boston Gas' foregoing negligence, Plaintiffs suffered damages as alleged herein, including, but not limited to: displacement, inconvenience, relocation, evacuation and loss of use and enjoyment of their home, loss of personal property, including but not limited to family pets and family heirlooms, severe emotional distress, loss of wages and diminution in property value.

49. Boston Gas' behavior was grossly negligent, reckless, and exhibited willful and wanton disregard for the Plaintiffs' rights.

50. Boston Gas is liable to the Plaintiffs 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

51. The Plaintiffs repeat and reaver the allegations contained in Paragraphs 1 through 50, as if fully set forth herein.

52. Boston Gas owes a duty of care to the Plaintiffs 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.

53. 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.

54. Boston Gas is strictly liable for all uninsured losses incurred by the Plaintiffs 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 Building and the entirety of the condominium community.

55. As a direct and proximate result of Boston Gas' acts and/or omissions, the Plaintiffs were damaged as a direct consequence of Boston Gas' inherently and abnormally dangerous ultrahazardous activities.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiffs, Christopher Labruzzo, Franke Laske, Sherry Rosen, Michael Petersante, Hongliang Tang, Alexander Petliar, Tatiana Petliar, Maria Mastrangelo, and Alice Freeman, pray that this Honorable Court award them the following relief:

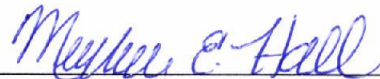
- A. Enter judgment for each of the Plaintiffs against the Defendant on Counts I and II of this Complaint;
- B. Award the Plaintiffs damages against the Defendant in an amount to be determined at trial;
- C. Award the Plaintiffs their costs and attorneys' fees in this action;
- D. Award the Plaintiffs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

THE PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL CLAIMS SO TRIABLE.

Respectfully submitted,

CHRISTOPHER LABRUZZO, FRANK LASKE,
SHERRY ROSEN, MICHAEL PETERSANTE,
HONGLIANG TANG, ALEXANDER PETLIAR,
TATIANA PETLIAR, MARIA MASTRANGELO,
AND ALICE FREEMAN,

By their attorneys,



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