

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA**

CHERYL A. HARRIS, Co-administratrix
of the Estate of RYAN D. MASETH,
deceased, and DOUGLAS MASETH,
Co-Administrator of the Estate of RYAN D.
MASETH, deceased,

Plaintiffs,

vs.

KELLOGG BROWN & ROOT
SERVICES, INC.,

Defendant.

CIVIL DIVISION

GD No. 08 -

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs, Cheryl A.
Harris, Administratrix of the Estate of
Ryan D. Maseth, deceased, and
Douglas Maseth, Administrator of the
Estate of Ryan D. Maseth, deceased.

Counsel of Record for this Party:

Patrick K. Cavanaugh, Esquire

PA ID# 72960

Stephen J. Del Sole, Esquire

PA ID# 73460

William S. Stickman IV, Esquire

PA ID# 200698

DEL SOLE CAVANAUGH

STROYD LLC

The Waterfront Building, Suite 300

200 First Avenue

Pittsburgh, PA 15222

Phone: (412) 261-2393

Fax: (412) 261-2110

JURY TRIAL DEMANDED

registered to do business in the Commonwealth of Pennsylvania. KBR may be served by service upon its registered agent, CT Corporation System, 1021 Main Street, Suite 1150, Houston, Texas 77002.

JURISDICTION AND VENUE

4. This Court has jurisdiction over Defendant pursuant to 42 Pa.C.S. §5322.

5. Venue is proper in this Court because Plaintiff Douglas Maseth is a resident of Allegheny County, Pennsylvania.

FACTUAL BACKGROUND

6. Decedent, Staff Sergeant Ryan D. Maseth was an active duty Army Ranger and Green Beret, serving in the 5th Special Forces Group (Airborne) of the United States Army.

7. At the times relevant to this Complaint, Sergeant Maseth was serving his second tour of active duty in Iraq.

8. He was stationed at the Special Operations Task Force-Central, Radwaniyah Palace Complex in Baghdad, Iraq (hereinafter "Radwaniyah").

9. Defendant KBR had, and currently has, a contract with the United States Army to perform maintenance and management of United States Military bases and facilities in Iraq, among other things. The contract is known as the LOGCAP III contract, No. DAAA09-02-D-0007, and was originally awarded on December 14, 2001.

10. Radwaniyah was one of the facilities for which KBR was responsible.

11. In accordance with its contractual responsibilities, KBR undertook an inspection and survey of the facilities at the Radwaniyah complex and, specifically, Staff Sergeant Maseth's building known as LSFBI.

12. Pursuant to its inspection and survey KBR discovered hazardous conditions stemming from the improper grounding of the electrical infrastructure at LSFB1.

13. Upon information and belief, KBR was further aware that similar hazards from improper grounding were present in several other facilities in its charge, including LSFB5 and LSFB6 at Radwaniyah.

14. In addition to the general issues of improper grounding, KBR's inspection revealed specific hazards relating to the water storage, pumping, heating and delivery systems at Radwaniyah.

15. KBR was aware that the water pump servicing the facility was manufactured by a Chinese Company for sale to countries outside the United States because it failed to meet applicable U.S. safety standards.

16. KBR further discovered that the electric supply to the water pump at LSFB1 had bypassed the main electrical disconnect by means of connecting all of the wires to the top of the breaker.

17. KBR was further aware that there were two unprotected splices in the incoming electrical supply line at ground level at LSFB1.

18. KBR also knew that the water tanks serviced by the pump in LSFB1, LSFB5 and LSFB6 were not grounded.

19. Upon information and belief, KBR was aware or should have been aware of as many as 11 other instances of United States military personnel being electrocuted at military bases in Iraq due to faulty wiring, grounding, and/or other aspects of the electrical systems.

20. Upon information and belief, after weeks of negotiating the dollar amount and scope of its work, KBR was instructed and authorized by the Defense Contract Management Agency to repair the electrical problems, including grounding, in LSFBI.

21. Despite being aware of the faulty electric infrastructure at Radwaniyah in general and LSFBI in particular and the prior electrocutions of U.S. troops, and despite being instructed by the Defense Contract Management Agency to perform the repairs, KBR did nothing to fix or otherwise make those electrical systems safe, despite being contractually obligated to do so under the LOGCAP III contract and one or more of the Task Orders issued thereunder (including but not limited to Task Order 59).

22. Despite its knowledge of numerous electrical hazards at the Radwaniyah complex and LSFBI, KBR did nothing to warn the U.S. troops there stationed of the hazardous condition.

23. Indeed KBR continued to allow the U.S. troops stationed at Radwaniyah, including Staff Sergeant Maseth at LSFBI, to utilize the electrical systems which KBR knew to be dangerous and knew had caused prior instances of electrocution.

24. Despite its particular knowledge of the improper wiring and grounding of the water pump, water tanks, and other systems, KBR continued to allow U.S. troops stationed at Radwaniyah, including Staff Sergeant Maseth at LSFBI, to use the shower and water systems without warning and without safe alternative.

25. On January 2, 2008, Sergeant Maseth was taking a shower in his quarters (LSFBI) at Radwaniyah when the electric water pump short circuited.

26. Because the water tank, pump and system were not grounded, instead of passing harmlessly to the ground, the electric charge traveled through the pipes, shower head, coils and the water itself, to the shower being used by Staff Sergeant Maseth.

27. The electric charge then passed through Staff Sergeant Maseth's body, throwing him to the floor.

28. As the water itself was electrified, the electric charge continued to pass through Staff Sergeant Maseth's body.

29. As a result of his continued exposure to the electric current, Staff Sergeant Maseth suffered cardiac arrest and died.

30. The names and addresses of all persons on whose behalf this action is brought and who are entitled by law to recover for decedent's wrongful death and their relationship to decedent are as follows:

- a. Cheryl A. Harris, who resides at 520 Luke Court, Cranberry Township, Pennsylvania 16066, and is the mother of decedent;
- b. Douglas Maseth, who resides at 1426 Lakeside Drive, Allison Park, Pennsylvania 15101, and is the father of decedent;

COUNT I

WRONGFUL DEATH PURSUANT TO 42 Pa.C.S. §8301

Cheryl A. Harris and Douglas Maseth v. Kellogg Brown & Root Services, Inc.

31. Paragraphs 1-30 of this Complaint are hereby incorporated by reference as if they were fully set forth herein.

32. Sergeant Maseth's death was directly and proximately caused by the wrongful act, neglect and/or negligence of Defendant KBR in some, or all, of the following particulars:

- a. In failing to remedy the electrical grounding conditions at LSFBI;
- b. In failing to remedy the defective and hazardous condition caused by the electrical service to the water pump at LSFBI;
- c. In failing to rewire LSFBI;
- d. In failing to connect the water pump to a circuit breaker at LSFBI;
- e. In permitting the use at LSFBI of an unsafe water pump that fell below accepted U.S. safety standards;
- f. In failing to employ a lock-out / tag-out procedure on the unsafe electrical systems at LSFBI;
- g. In failing to warn the residents of LSFBI and Radwaniyah of the known hazards posed by the faulty electrical systems;
- h. In failing to otherwise provide a safe alternative for the use of the soldiers stationed at LSFBI;
- i. In intentionally, willfully, and outrageously ignoring known and preventable hazards with blatant disregard for the safety of Decedent Ryan D. Maseth and other members of the United States military.
- j. In otherwise failing to maintain the Complex in a reasonable and prudent manner so as to prevent injury to U.S. troops there stationed;

33. As a direct and proximate result of the negligence of Defendant, Sergeant Maseth suffered electric shock, which directly and proximately caused his death.

34. KBR's conduct in intentionally and/or recklessly failing and/or refusing to repair or warn of a known dangerous condition at LSFBI, when it knew or should have known that said condition could cause bodily harm or death to military personnel,

including Staff Sergeant Maseth, stationed at LSFBI, and when it was instructed to do so by the Defense Contract Management Agency, was wanton, willful, outrageous and in callous and reckless disregard of the safety of human life.

35. The persons entitled by law to recover damages for Sergeant Maseth's wrongful death have sustained the following damages:

- a. They have expended money for funeral and estate expenses because of the death of Staff Sergeant Maseth;
- b. They have been denied and have forever lost the services, assistance, guidance, counseling,
- c. companionship and society of Staff Sergeant Maseth;
- d. They have been and will forever be deprived of the financial support and pecuniary benefits which they would have received from Staff Sergeant Maseth; and
- e. They have incurred the expense of administration.

WHEREFORE, Plaintiffs Cheryl A. Harris and Douglas Maseth demand judgment against Defendant in an amount which exceeds the arbitration limits of this Court and includes punitive damages, plus costs and interest.

COUNT II
SURVIVAL PURSUANT TO 42 Pa.C.S. §8302
Cheryl A. Harris and Douglas Maseth v. Kellogg Brown & Root Services, Inc.

36. Paragraphs 1-35 of this Complaint are hereby incorporated by reference as if they were fully set forth herein.

37. KBR's conduct in intentionally and/or recklessly failing and/or refusing to repair, at a minimum, warn, of a known dangerous condition at LSFBI, when it knew or


should have known that said condition could cause bodily harm or death to military personnel, including Staff Sergeant Maseth, stationed at LSFBI, and when it was instructed to do so by the Defense Contract Management Agency, was wanton, willful, outrageous and in callous and reckless disregard of the safety of human life

38. As a direct and proximate result of the negligent, willful and wonton conduct previously described in Paragraph 32 of this Complaint, Plaintiffs Cheryl A. Harris, Administratrix of the Estate of Ryan D. Maseth, and Douglas Maseth, Administrator of the Estate of Ryan D. Maseth, seek damages for the following items:

- a. Pain, suffering, inconvenience, anxiety and mental anguish of the Decedent; and
- b. Past, present and future lost income and/or pension and other benefit.

WHEREFORE, Plaintiffs Cheryl A. Harris and Douglas Maseth demand judgment against Defendant in an amount which exceeds the arbitration limits of this Court and includes punitive damages, plus costs and interest.

DEL SOLE CAVANAUGH STROYD LLC



Patrick K. Cavanaugh, Esquire
PA ID# 72960

Stephen J. Del Sole, Esquire
PA ID# 73460

William S. Stickman IV, Esquire
PA ID# 200698

200 First Avenue, Suite 300
Pittsburgh PA, 15222
(412) 261-2393 (phone)
(412) 261-2110 (fax)

***Counsel for Plaintiffs Cheryl A. Harris,
Administratrix of the Estate of Ryan D. Maseth,
and Douglas Maseth, Administrator of the Estate
of Ryan D. Maseth.***