

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

APRIL 2023

00915

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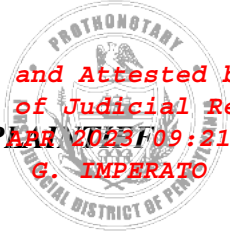
PLAINTIFF'S NAME EDITH RUIZ		DEFENDANT'S NAME UGI CORPORATION	
PLAINTIFF'S ADDRESS 335 CLIFTON AVENUE READING PA 19611		DEFENDANT'S ADDRESS 460 NORTH GULPH ROAD KING OF PRUSSIA PA 19406	
PLAINTIFF'S NAME		DEFENDANT'S NAME UGI UTILITIES, INC.	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS ONE UGI DRIVE DENVER PA 17517	
PLAINTIFF'S NAME		DEFENDANT'S NAME 77 SOUTH SECOND HOLDING COMPANY, ALIAS: R.M. PALMER COMPANY	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 77 SOUTH 2ND AVENUE WEST READING PA 19611	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 5	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 20 - PERSONAL INJURY - OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		<p style="text-align: center;">FILED PRO PROTHY APR 11 2023 G. IMPERATO</p>	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
<p>TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>EDITH RUIZ</u> Papers may be served at the address set forth below.</p>			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY ROBERT J. MONGELUZZI		ADDRESS ONE LIBERTY PLACE 52ND FLOOR 1650 MARKET ST. PHILADELPHIA PA 19103	
PHONE NUMBER (215) 496-8282	FAX NUMBER (215) 496-0999		
SUPREME COURT IDENTIFICATION NO. 36283		E-MAIL ADDRESS VSmith@smbb.com	
SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT MONGELUZZI		DATE SUBMITTED Tuesday, April 11, 2023, 09:21 am	

COMPLETE LIST OF DEFENDANTS:

1. UGI CORPORATION
460 NORTH GULPH ROAD
KING OF PRUSSIA PA 19406
2. UGI UTILITIES, INC.
ONE UGI DRIVE
DENVER PA 17517
3. 77 SOUTH SECOND HOLDING COMPANY
ALIAS: R.M. PALMER COMPANY
77 SOUTH 2ND AVENUE
WEST READING PA 19611
4. R.M. PALMER COMPANY LLC
77 SOUTH 2ND AVENUE
WEST READING PA 19611
5. JOHN DOES (1-10)
TBD
TBD PA TBD

SALTZ MONGELUZZI BENDESKY, P.C.
BY: ROBERT J. MONGELUZZI/LARRY
BENDESKY/ANDREW R. DUFFY/AIDAN B.
CARICKHOFF
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PHILADELPHIA, PA 19103
(215) 496-8282

*Filed and Attested by the
Office of Judicial Records
ATTORNEYS FOR PHILADELPHIA
APR 2023 09:21 am
G. IMPERATO*



**EDITH RUIZ, as Administratrix of the ESTATE
OF JUDITH LOPEZ-MORAN, Deceased**
335 Clifton Avenue
Reading, PA 19611

Plaintiff

v.

UGI CORPORATION
460 North Gulph Road
King of Prussia, PA 19406

And

UGI UTILITIES, INC.
One UGI Drive
Denver, PA 17517

And

**77 SOUTH SECOND HOLDING COMPANY
d/b/a R.M. PALMER COMPANY**
77 South 2nd Avenue
West Reading, PA 19611

And

R.M. PALMER COMPANY LLC
77 South 2nd Avenue
West Reading, PA 19611

And

JOHN DOES (1-10)

Defendants

**PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
TRIAL DIVISION**

APRIL TERM, 2023

NO.

JURY TRIAL DEMANDED

NOTICE TO DEFEND

"NOTICE	"AVISO
<p>"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 an 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.</p> <p>"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.</p> <p><u>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.</u></p> <p>PHILADELPHIA BAR ASSOCIATION LAWYER REFERRAL and INFORMATION SERVICE One Reading Center Philadelphia, Pennsylvania 19107 (215) 238-1701"</p>	<p>"Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días, a partir de recibir esta demanda y la notificación para entablar personalmente o por un abogado una comparecencia escrita y también para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.</p> <p>USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. <u>ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.</u></p> <p><u>SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.</u></p> <p>ASOCIACION DE LICENCIADOS DE FILADELFIA SERVICO DE REFERENCA E INFORMACION LEGAL One Reading Center Filadelfia, Pennsylvania 19107 Telefono: (215) 238-1701"</p>

COMPLAINT – CIVIL ACTION

INTRODUCTION

1. On March 24, 2023, at approximately 5:00 p.m., a catastrophic gas explosion erupted at the R.M. Palmer confectionary factory in West Reading.
2. The explosion completely leveled the factory and brought thousands of tons of rubble down on top of the unsuspecting and innocent factory workers, causing devastating injuries and entrapping the workers until rescue personnel could reach them or, tragically, until they succumbed to their injuries and died.
3. The explosion claimed the lives of seven people and seriously injured numerous others.
4. Tragically, Judith Lopez-Moran was one of those who lost their lives in the preventable explosion.
5. The factory was leveled by a massive explosion, maiming and killing workers.



THE PARTIES

6. Plaintiff, Edith Ruiz, is an adult individual and citizen of the Commonwealth of Pennsylvania, residing at 335 Clifton Avenue, Reading, Pennsylvania.

7. Edith Ruiz brings this suit as the Administratrix of the Estate of Judith Lopez-Moran, on behalf of all statutory beneficiaries. Edith Ruiz was granted letters of administration by the Berks County Register of Wills on April 10, 2023.

8. At the time of her death and at all relevant times, Judith Lopez-Moran was an adult individual and citizen of the Commonwealth of Pennsylvania.

9. No other actions were commenced during Ms. Lopez-Moran's life in connection with the events that caused her death.

10. Pursuant to 42 Pa. C.S.A. § 8301(b), Ms. Lopez-Moran's beneficiaries are:

- a. Janessa Torres (daughter);
- b. Juan Torres (son); and
- c. Joselyn Torres (daughter).

11. Defendant, UGI Corporation, is a corporation or other business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 460 North Gulph Road, King of Prussia, PA 19406.

12. At all times relevant hereto, Defendant, UGI Corporation, purposely established significant contacts in Pennsylvania, and has carried out, and continue to carry out, substantial, continuous, and systematic business activities in Pennsylvania and regularly conducts business in Philadelphia County.

13. At all times relevant hereto, Defendant, UGI Corporation, was acting by and through its agents, servants, representatives, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, UGI Corporation.

14. Defendant, UGI Utilities, Inc., is a corporation or other business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at One UGI Drive, Denver, PA 17517.

15. At all times relevant hereto, Defendant, UGI Utilities, Inc., purposely established significant contacts in Pennsylvania, and has carried out, and continue to carry out, substantial, continuous, and systematic business activities in Pennsylvania and regularly conducts business in Philadelphia County.

16. At all times relevant hereto, Defendant, UGI Utilities, Inc., was acting by and through its agents, servants, representatives, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, UGI Utilities, Inc.

17. For purposes of this Complaint, Defendants, UGI Corporation and UGI Utilities, Inc. shall be collectively referred to as the “UGI Defendants.”

18. Defendant, 77 South Second Holding Company d/b/a R.M. Palmer Company, is a corporation or other business entity organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 77 South 2nd Avenue, West Reading, PA 19611.

19. At all times relevant hereto, Defendant, 77 South Second Holding Company d/b/a R.M. Palmer Company, purposely established significant contacts in Pennsylvania, and has carried out, and continue to carry out, substantial, continuous, and systematic business activities in Pennsylvania and regularly conducts business in Philadelphia County.

20. At all times relevant hereto, Defendant, 77 South Second Holding Company d/b/a R.M. Palmer Company, was acting by and through its agents, servants, representatives, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with 77 South Second Holding Company d/b/a R.M. Palmer Company.

21. Defendant, R.M. Palmer Company LLC, is a limited liability company or other business entity organized and existing under the laws of the State of Delaware, with its principal place of business located at 77 South 2nd Avenue, West Reading, Pa 19611.

22. At all times relevant hereto, Defendant, R.M. Palmer Company LLC, purposely established significant contacts in Pennsylvania, and has carried out, and continue to carry out, substantial, continuous, and systematic business activities in Pennsylvania and regularly conducts business in Philadelphia County.

23. At all times relevant hereto, Defendant, R.M. Palmer Company LLC, was acting by and through its agents, servants, representatives, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with R.M. Palmer Company LLC.

24. Defendants 77 South Second Holding Company and R.M. Palmer Company LLC are hereinafter collectively referred to as the “RM Palmer Defendants.”

25. At all times relevant hereto, the RM Palmer Defendants owned and/or operated the subject factory located at 77 South Second Avenue, West Reading, PA 19611 (hereinafter the “Factory”).

26. Defendants, John Does 1-10, are currently unknown individuals, corporations, partnerships, and/or other business entities who were: responsible for and/or involved with the management, oversight, and/or control of the gas pipeline(s) at issue in this litigation; responsible for and/or involved with the installation, repair, maintenance, inspection, and/or service of the gas pipeline(s) at issue in this litigation; responsible for and/or involved with identifying and/or rectifying gas leaks in the Factory; the designer(s), manufacturer(s), assembler(s), supplier(s), renter(s), and/or seller(s) of the product(s) which caused, allowed, and/or resulted in a gas leak at the Factory that led to the explosion; and/or responsible for and/or involved with the repair, maintenance, inspection, and/or service of the product(s) which caused, allowed, and/or resulted in a gas leak at the Factory that led to the explosion. John Does (1-10) may also include affiliate corporations of the UGI Defendants and/or the RM Palmer Defendants. Plaintiffs pray leave of court to reasonably amend this Complaint and name the true identities of John Does (1-10) if and when their true identities and roles in the within matter are ascertained by Plaintiff through investigation and discovery.

27. At all relevant times, Defendants John Does 1-10 purposely established significant contacts in Pennsylvania, and have carried out, and continue to carry out, substantial, continuous, and systematic business activities in Pennsylvania and regularly conduct business in Philadelphia County

28. At all relevant times, Defendants John Does 1-10 acted by and through their agents, servants, workmen, and/or employees, all of whom were acting in the course and scope of their employment and/or agency with Defendants John Does 1-10.

29. Pursuant to Pennsylvania Rule of Civil Procedure 2005, John Does 1-10 are currently unidentified, fictitious defendants who are added Doe designated to this action where their actual name/identity is unknown despite a reasonable and diligent search.

30. A reasonable and diligent search was conducted to determine the actual names/identities of John Does 1-10.

31. Plaintiffs reserve the right to seek leave of Court to amend this Complaint and to properly name the defendants that are presently designated as John Does 1-10 as defendants in this action pursuant to Pennsylvania Rules of Civil Procedure 2005 and 1033.

32. Defendants are jointly and severally liable for the damages alleged herein.

THE EXPLOSION

33. On March 24, 2023, a massive gas explosion leveled the confectionary factory located at 77 South Second Avenue, West Reading, PA 19611 (the “Factory”), killing seven (7) and severely injuring many more.

34. Upon information and belief, the UGI Defendants and/or John Does 1-10 supplied natural gas to the Factory.

35. As natural gas suppliers to the Factory, the UGI Defendants and John Does 1-10 installed, owned, operated, maintained, and/or were responsible for the care of the subject pipeline(s) supplying natural gas to the Factory and/or the natural gas near and around the Factory.

36. As natural gas suppliers to the Factory, the UGI Defendants and John Does 1-10 had a duty to ensure that the gas pipeline(s) providing gas to the Factory and all associated components and systems, were in safe working condition and were properly and adequately installed, operated, maintained, repaired, inspected, and/or managed such that gas leaks did not occur at the Factory.

37. Upon information and belief, those near and in the Factory smelled gas on the date of this tragedy.

38. Upon information and belief, Defendants were notified about the smell of gas prior to the explosion.

39. Upon information and belief, Defendants did *nothing* in response to this complaints.

40. Upon information and belief, the RM Palmer Defendants owned and/or operated the Factory and were responsible for ensuring that the Factory was in safe condition and that the workers at the Factory were provided a safe place in which to work, including Plaintiff's decedent.

41. Upon information and belief, the RM Palmer Defendants were responsible for ensuring that all safety hazards at the Factory were identified and timely rectified in order to protect the workers.

42. The RM Palmer Defendants were responsible for ensuring that in the event of a suspected or potential gas leak, all workers were immediately evacuated from the Factory and appropriate authorities were contacted to timely determine the source of any potential gas leak.

43. The RM Palmer Defendants knew or should have known that a failure to immediately evacuate all workers from the Factory in the event of a suspected or potential gas leak and a failure to immediately contact appropriate authorities and determine the source of any potential gas leak would expose workers, including Judith Lopez-Moran, to an unreasonable and unacceptable risk of severe injury and/or death.

44. Upon information and belief, the RM Palmer Defendants received numerous instances of actual notice, warnings, and complaints concerning a suspected, potential, and/or actual gas leak at the Factory, including on the date of the explosion.

45. Despite this aforementioned knowledge, after receiving numerous complaints, warnings, and/or notices concerning an actual, suspected, and/or potential gas leak at the Factory, the RM Palmer Defendants knowingly failed to evacuate the workers from the Factory and failed to immediately contact the appropriate authorities to determine the source of the gas leak and thus knowingly exposed the workers, including Judith Lopez-Moran, to an unreasonable and unacceptable risk of severe injury and/or death.

46. Upon information and belief, the tragic explosion was caused by a natural gas leak which emanated from and/or originated from a UGI natural gas pipeline.

47. UGI and/or John Does 1-10 owned, operated, and maintained the natural gas pipeline(s).

48. The UGI pipeline was defective and/or defectively, negligently, and recklessly maintained and/or installed and/or repaired.

49. The gas leak at the Factory and the horrific explosion it caused, was foreseeable, predictable, and preventable to the Defendants.

50. Tragically, Judith Lopez-Moran's death and suffering were preventable.

51. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness, and other liability-producing conduct of Defendants, Plaintiff's decedent Judith Lopez-Moran, suffered catastrophic, severe, disabling, and excruciating injuries, including but not limited to severe blunt force trauma which ultimately resulted in her untimely death.

52. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness, and other liability-producing conduct of Defendants which resulted in the tragic death of Judith Lopez-Moran, her beneficiaries have in the past and will in the future continue to suffer great pecuniary loss including, but not limited to, loss of support, loss of aid, loss of services, loss of companionship, loss of consortium, loss of comfort, loss of counseling and loss of guidance, as well as the profound emotional and psychological harm and loss inflicted as a result of Judith Lopez-Moran's death.

53. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness, and other liability-producing conduct of Defendants which resulted in the tragic death of Judith Lopez-Moran, her wrongful death beneficiaries incurred or have been caused to incur and pay large and various expenses for various funeral, burial, and estate administration expenses for which Plaintiff is entitled to compensation.

54. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness, and other liability-producing conduct of Defendants which resulted in the tragic death of Judith Lopez-Moran, Plaintiff claims all damages suffered by the Estate of Judith Lopez-Moran by reason of her death, including, without limiting the generality thereof, the following: severe injuries to Judith Lopez-Moran, which resulted in her death; the anxiety, horror, and fear of impending death; mental disturbance; pain, suffering, and other intangible losses which Judith Lopez-Moran suffered prior to his death; the loss of future earning capacity suffered by Judith

Lopez-Moran from the date of her death until the time in the future that she would have lived had they not died as a result of the injuries sustained; and the loss and total limitation and deprivation of her normal activities, pursuits, and pleasures from the date of her death until such time in the future as she would have lived had she not died as a result of the injuries sustained.

55. Defendants are jointly and severally liable for the injuries and damages alleged herein.

COUNT I – NEGLIGENCE
PLAINTIFF v. UGI CORPORATION, UGI UTILITIES, INC., AND JOHN DOES (1-10)

56. Plaintiff hereby incorporates all preceding paragraphs of this Complaint here by reference.

57. Upon information and belief, the UGI Defendants and/or John Does (1-10), were responsible for providing natural gas to the Factory and/or near and around the Factory through gas pipeline(s) installed, owned, operated, maintained, repaired, and/or managed by said Defendants.

58. As such, the UGI Defendants and/or John Does (1-10) had a duty to regularly and sufficiently inspect the gas pipeline(s) supplying gas to the Factory to ensure that all pipeline(s) and associated components and equipment were in proper working condition.

59. The UGI Defendants and/or John Does (1-10) were responsible to install, operate, maintain, inspect, test, repair, and/or manage the subject pipeline(s) providing gas to the Factory and/or near and around the Factory and ensure that said pipeline(s) were not leaking gas, were well maintained, did not create a hazard condition for workers near and around the pipes – such as Plaintiffs – and/or otherwise ensure there were no gas leaks at the Factory.

60. The UGI Defendants and/or John Does (1-10) had a duty to timely and appropriately respond to complaints and/or notices of suspected, potential, and/or actual gas leaks

at the Factory, and had a duty to regularly inspect and ensure the gas pipeline(s) were in safe working condition, free from leaks or other hazardous conditions, and to ensure that if there were a leak, natural gas flow would immediately be shut off to avoid a potential explosion.

61. The UGI Defendants and/or John Does (1-10) had a duty to warn the Factory workers and/or any and all person nearby the gas pipeline(s) of any and all suspected, potential, and/or actual gas leaks at and/or around the Factory and ensure workers were provided sufficient time and notice to evacuate the area near and around the Factory.

62. The UGI Defendants and/or John Does (1-10) had a duty to properly hire, train, and/or supervise individuals who could reliably and properly perform the operation, management, inspection, repair, maintenance, and/or testing of the subject pipeline(s) providing gas to the Factory to ensure that said pipeline(s) and all associated components and equipment were in safe working condition and not leaking gas or otherwise resulting in any gas leak at the Factory.

63. The UGI Defendants and/or John Does (1-10) negligently and recklessly breached these aforementioned duties.

64. Defendants had actual and/or constructive notice of a leak/leaks in the gas pipeline(s) in, near, and/or around the Factory, and consciously ignored that notice, utterly disregarding the risk to human life posed by such a leak. As a direct and proximate result of that conduct, Plaintiffs suffered the losses and damages alleged herein.

65. The injuries, damages and losses suffered by Plaintiffs, as more fully set forth herein, were caused by the carelessness and negligence of the UGI Defendants and/or John Does (1-10), acting by and through their respective agents, servants, workers, and/or employees, both generally and in the following particular respects:

- a. Allowing a gas leak at and/or around the Factory;
- b. Causing a gas leak at and/or around the Factory;

- c. Failing to inspect the subject pipeline(s);
- d. Failing to adequately inspect the subject pipeline(s);
- e. Failing to test the subject pipeline(s);
- f. Failing to adequately test the subject pipeline(s);
- g. Failing to safely and adequately install the subject pipeline(s);
- h. Failing to safely and appropriately design the subject pipeline(s);
- i. Failing to maintain the subject pipeline(s);
- j. Failing to safely and adequately maintain the subject pipeline(s);
- k. Failing to regularly inspect the subject pipeline(s);
- l. Failing to put in place and maintain an appropriate and adequate inspection schedule for the subject pipeline(s);
- m. Failing to shut off the flow of gas to the subject pipeline(s) in the setting of a leak and/or hazardous condition in the pipeline(s);
- n. Failing to correct a hazardous condition in the pipeline(s);
- o. Failing to respond to and/or investigate complaints concerning the smell of natural gas at and/or near the Factory;
- p. Failing to adequately respond to and/or investigate complaints concerning the smell of natural gas at and/or near the Factory;
- q. Failing to repair the subject pipeline(s);
- r. Failing to adequately repair the subject pipeline(s);
- s. Failing to timely, adequately, and sufficiently test the subject pipeline(s);
- t. Failing to warn Factory workers, including Plaintiffs, of the gas leak and the associated risks;
- u. Failing to replace the subject pipeline(s);
- v. Failing to hire and/or retain qualified and competent workers for purposes of inspecting, maintaining, repairing, operating, testing, and/or managing the subject pipeline(s) and its associated components and equipment;
- w. Failing to properly and sufficiently train workers for purposes of inspecting, maintaining, repairing, operating, testing, and/or managing the subject pipeline(s) and its associated components and equipment;
- x. Failing to develop, enact, implement, and/or enforce proper and adequate policies and procedures concerning the operation, maintenance, management, inspection, repair, and/or testing of the subject pipeline(s);
- y. Failing to follow existing policies and procedures concerning the operation, maintenance, management, inspection, repair, and/or testing of the subject pipeline(s);

- z. Ignoring complaints of suspected, potential, and/or actual gas leaks at the Factory and/or nearby the Factory;
- aa. Failing to properly warn and/or instruct Factory workers concerning the condition of the leaking pipeline(s); and
- bb. Allowing and/or causing the uncontrolled release of gas which ignited the deadly explosion.

66. By conducting themselves as stated above, the UGI Defendants' and/or John Does (1-10)'s actions and/or inactions were substantial factors, a factual cause and/or increased the risk of harm to Judith Lopez-Moran.

67. By reason of the aforementioned carelessness and negligence of the UGI Defendants and/or Jon Does (1-10), Judith Lopez-Moran sustained devastating and catastrophic injuries that led to her death.

WHEREFORE, Plaintiff claims of Defendants, UGI Corporation, UGI Utilities, Inc. and John Does (1-10), jointly and severally, separate sums in excess of the jurisdictional threshold in compensatory damages, delay damages pursuant to Pa. R.C.P. 238, punitive damages, interest, and allowable costs of suit and brings this action to recover same.

COUNT II – NEGLIGENCE

PLAINTIFF v. 77 SOUTH SECOND HOLDING COMPANY d/b/a R.M. PALMER COMPANY, and R.M. PALMER COMPANY LLC

68. Plaintiff hereby incorporates all preceding paragraphs of this Complaint here by reference.

69. Upon information and belief, the RM Palmer Defendants owned and/or operated the Factory and were responsible for ensuring that the Factory was in safe condition and that the workers at the Factory were provided a safe place in which to work.

70. The RM Palmer Defendants were responsible for ensuring that all safety hazards at the Factory were identified and timely rectified in order to protect the workers.

71. The RM Palmer Defendants had a duty to ensure that all products, equipment, and/or machinery that used and/or otherwise relied upon gas were in safe working condition and that such products, equipment, and/or machinery was not leaking gas.

72. The RM Palmer Defendants had a duty to properly, adequately and regularly inspect, repair, and/or maintain any and all products, equipment, and/or machinery at the Factory that used and/or otherwise relied upon gas to ensure that said products, equipment, and/or machinery were not leaking gas.

73. The RM Palmer Defendants had a duty to immediately disconnect any products, equipment, and/or machinery known or suspected to be leaking gas from any gas source at the Factory and ensure that its use is ceased until such time that it can be repaired and/or otherwise ensured to not be leaking gas.

74. The RM Palmer Defendants had a duty to immediately contact the appropriate authorities and its gas supplier(s) in the event of any suspected, potential, and/or actual gas leak and ensure that all personnel were evacuated from the Factory until the leak was fixed and the Factory deemed safe to re-enter.

75. The RM Palmer Defendants were responsible to ensure that in the event of a suspected or potential gas leak, all workers were immediately evacuated from the Factory and appropriate authorities were contacted to timely determine the source of any potential gas leak.

76. Upon information and belief, the RM Palmer Defendants had actual and/or constructive notice of a potential gas leak prior to the explosion.

77. The RM Palmer Defendants knew or should have known that a failure to immediately evacuate all workers from the Factory in the event of a suspected or potential gas leak and a failure to immediately contact appropriate authorities and determine the source of any

potential gas leak would expose workers, including Judith Lopez-Moran, to an unreasonable and unacceptable risk of severe injury and/or death.

78. Despite this aforementioned knowledge, after receiving such notice concerning an actual, suspected, and/or potential gas leak at the Factory, the RM Palmer knowingly failed to inspect the leak, failed to evacuate the workers from the Factory and failed to immediately contact the appropriate authorities to determine the source of the gas leak and thus knowingly exposed the workers, including Judith Lopez-Moran, to an unreasonable and unacceptable risk of severe injury and/or death.

79. The RM Palmer Defendants failed and breached their duties and responsibilities to the Factory workers, including Judith Lopez-Moran and knowingly put the workers directly in harm's way.

80. The injuries, damages and losses suffered by Plaintiffs, as more fully set forth herein, were caused by the carelessness, negligence, gross negligence, recklessness, and/or willful and wanton conduct of the RM Palmer Defendants acting by and through their respective agents, servants, workers, and/or employees, both generally and in the following particular respects:

- a. Failing to provide Judith Lopez-Moran with a safe place in which to work;
- b. Instructing, demanding, and/or ordering the Factory workers, including Judith Lopez-Moran to continue working despite the grave threat to their lives then and there existing and despite knowing that doing so would subject workers to an unreasonable and unacceptable risk of severe injury and/or death;
- c. Instructing, demanding, and/or ordering the Factory workers, including Judith Lopez-Moran to continue working despite repeated complaints, warnings, and/or notices of a gas leak at the Factory and despite knowing that doing so would subject workers to an unreasonable and unacceptable risk of severe injury and/or death;
- d. Failing to timely and adequately address and/or respond to complaints, warnings, and/or notices of a gas leak;
- e. Ignoring the gas leak;

- f. Failing to timely alert and/or contact authorities and/or Defendants' gas supplier of any and all suspected, potential, and/or actual gas leaks;
- g. Failing to evacuate the Factory workers once being alerted to and/or becoming aware of the gas leak;
- h. Intentionally misrepresenting to the Factory workers that the gas leak was being taken care of;
- i. Intentionally misrepresenting to the Factor workers that they were safe to continue working;
- j. Requiring the Factory workers to continue working in dangerous and deadly conditions;
- k. Failing to adequately and timely inspect, maintain, and/or repair all products, equipment, and/or machinery in the Factory which used or otherwise relied upon gas to ensure that such products, equipment, and/or machinery were not leaking gas;
- l. Failing to remove products, equipment, and/or machinery that were leaking gas from service until such time that they could be repaired and/or made safe;
- m. Failing to disconnect products, equipment, and/or machinery that were leaking gas from the gas source until such time that they could be repaired and/or made safe;
- n. Ignoring the Factory workers' pleas to address the gas leaks;
- o. Prioritizing corporate profits and minimized production downtime over the Factory workers' lives and safety;
- p. Failing to develop, enact, implement, and/or enforce adequate and necessary policies, procedures, and/or protocols concerning the appropriate steps to be taken in the event of a gas leak;
- q. Failing to develop, enact, implement, and/or enforce adequate and necessary policies, procedures, and/or protocols concerning emergency response;
- r. Failing to develop, enact, implement, and/or enforce adequate and necessary policies, procedures, and/or protocols concerning identification of gas leaks;
- s. Failing to develop, enact, implement, and/or enforce adequate and necessary policies, procedures, and/or protocols concerning reporting gas leaks to the appropriate authorities and/or Defendants' gas supplier;
- t. Failing to develop, enact, implement, and/or enforce adequate and necessary policies, procedures, and/or protocols concerning regular inspection, maintenance, and/or repair of any and all products, equipment, and/or machinery connected to a gas source;

- u. Failing to develop, enact, implement, and/or enforce adequate and necessary policies, procedures, and/or protocols concerning the removal of any and all products, equipment, and/or machinery from service if such products, equipment, and/or machinery are suspected to or potentially are leaking gas;
- v. Lying to the factory workers about the gas leak being taken care of or otherwise rectified on the date of the explosion;
- w. Failing to properly train, supervise, manage, and equip its employees;
- x. Failing to hire competent employees, inspectors, contractors, subcontractors, advisors, managers, and others to ensure a safe workplace free of hazards;
- y. Failing to ensure the safety of all Factory workers;
- z. Preventing Factory workers from evacuating the Factory upon smelling a gas leak;
- aa. Failing to warn workers of the gas leak and/or the risks and hazards associated with gas leaks;
- bb. Maintaining the Factory in an unsafe condition;
- cc. Allowing and/or causing a gas leak at the Factory;
- dd. Failing to prevent or stop the gas leak; and
- ee. Failing to prevent or stop the gas leak from igniting and creating the massive explosion.

81. By conducting themselves as stated above, the RM Palmer Defendants' actions and/or inactions were substantial factors, a factual cause and/or increased the risk of harm to Judith Lopez-Moran.

82. By reason of the aforementioned carelessness, negligence, gross negligence, recklessness, and/or willful and wanton conduct of the RM Palmer Defendants, Judith Lopez-Moran sustained devastating and catastrophic injuries that led to her death.

WHEREFORE, Plaintiff claims of Defendants, 77 South Second Holding Company d/b/a R.M. Palmer Company and R.M. Palmer Company LLC, jointly and severally, separate sums in excess of the jurisdictional threshold in compensatory damages, punitive damages, delay damages

pursuant to Pa. R.C.P. 238, interest, and allowable costs of suit and brings this action to recover same.

COUNT III – INTENTIONAL MISREPRESENTATION

PLAINTIFF v. 77 SOUTH SECOND HOLDING COMPANY d/b/a R.M. PALMER COMPANY, and R.M. PALMER COMPANY LLC

83. Plaintiff hereby incorporates all preceding paragraphs of this Complaint here by reference.

84. Upon information and belief, prior to the explosion, Defendants had actual and/or constructive knowledge of a potential gas leak near and/or in the Factory.

85. Upon information and belief, despite such notice, the RM Palmer Defendants represented to the workers, including Judith Lopez-Moran, that there was no gas leak and that they were to continue working.

86. Upon information and belief, the RM Palmer represented to the Factory workers, including Judith Lopez-Moran, that there was no gas leak and that the workers were to continue working despite knowing that appropriate action was not being taken to address, respond to, and/or rectify the gas leak.

87. The RM Palmer Defendants made a representation to the Factory workers, including Judith Lopez-Moran, that the Factory was safe and that there was no gas leak.

88. The aforementioned representation made by the RM Palmer Defendants, including Judith Lopez-Moran, was material to the continued work at hand and/or working transaction at hand. In other words, Judith Lopez-Moran relied on this false representation in deciding to continue working for the day.

89. The aforementioned representations made by the RM Palmer Defendants were made falsely, and the RM Palmer Defendants knew of its falsity or at a minimum were reckless as to whether it was true or false.

90. The RM Palmer Defendants intended to mislead the Factory workers, including Judith Lopez-Moran, into relying on the knowing misrepresentation that the gas leak was being taken care of and/or rectified so that the Factory workers would continue working and so that Factory downtime would be minimized.

91. The Factory workers, including Judith Lopez-Moran, justifiably relied on the misrepresentation made by the RM Palmer Defendants.

92. The injuries and tragic death suffered by Judith Lopez-Moran were a direct and proximate cause of her justifiable reliance on the RM Palmer Defendants' intentional misrepresentations.

WHEREFORE, Plaintiff claims of Defendants, 77 South Second Holding Company d/b/a R.M. Palmer Company and R.M. Palmer Company LLC, jointly and severally, separate sums in excess of the jurisdictional threshold in compensatory damages, punitive damages, delay damages pursuant to Pa. R.C.P. 238, interest, and allowable costs of suit and brings this action to recover same.

COUNT IV – WRONGFUL DEATH
PLAINTIFF v. ALL DEFENDANTS

93. Plaintiff incorporates all preceding paragraphs in this Complaint here by reference.

94. Plaintiff Edith Ruiz brings this action as personal representative of Judith Lopez-Moran, on behalf of those entitled by law to recover for her wrongful death, under and by virtue of 42 Pa. C.S.A. § 8301, *et seq.*, commonly known as the Pennsylvania Wrongful Death Act.

95. No action for damages was brought by Judith Lopez-Moran during her lifetime as a result of the accident at issue in this case.

96. Plaintiff Edith Ruiz claims damages for the pecuniary loss suffered by decedent's beneficiaries by reason of the death of Judith Lopez-Moran, and specifically for reimbursement of medical expenses, funeral expenses, and expenses of administration.

97. Plaintiff Edith Ruiz, and as Administratrix of the Estate of Judith Lopez-Moran, claims for decedent's beneficiaries' damages resulting from the deprivation of comfort, aid, assistance, society and the loss of guidance and tutelage to Judith Lopez-Moran's beneficiaries due to her death.

98. The acts and omissions set forth herein were done in a negligent, grossly negligent, willful, reckless and wanton fashion, with a conscious indifference to the rights of members of the public generally, and decedent in particular.

WHEREFORE, Plaintiff claims of Defendants, jointly and/or severally, sums in excess of the jurisdictional threshold in damages, exclusive of interest, costs, punitive damages and delay damages pursuant to Pa. R.C.P. §238, and brings this action to recover the same.

COUNT IV – SURVIVAL ACTION
ESTATE OF JUDITH LOPEZ-MORAN v. ALL DEFENDANTS

99. Plaintiff incorporates all preceding paragraphs of this complaint herein by reference.

100. Plaintiff, Edith Ruiz, Administratrix of the Estate of Judith Lopez-Moran, brings this action under and by virtue of 42 Pa. C.S.A. § 8302, commonly known as the Pennsylvania Survival Act.

101. The Estate of Judith Lopez-Moran claims damages for pain and suffering, embarrassment, humiliation, disfigurement, and loss of enjoyment of life undergone by the

decedent as a result of the Defendants' tortuous conduct, up to and including the time of death, and damages for the amount that Judith-Lopez Moran would have earned from the date of her death to the end of her life expectancy.

102. The acts and omissions set forth herein were done in a negligent, grossly negligent, willful, reckless and wanton fashion, with a conscious indifference to the rights of members of the public generally, and decedent in particular.

WHEREFORE, Plaintiff claims of Defendants, jointly and/or severally, sums in excess of the jurisdictional threshold in damages, exclusive of interest, costs, punitive damages and delay damages pursuant to Pa.R.C.P. §238, and brings this action to recover the same.

SALTZ MONGELUZZI BENDESKY, P.C.

BY: /s/ Robert J. Mongeluzzi
ROBERT J. MONGELUZZI
LARRY BENDESKY
ANDREW R. DUFFY
AIDAN B. CARICKHOFF
Attorneys for Plaintiff

VERIFICATION

The averments or denials of fact contained in the foregoing are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signer has knowledge or information sufficient to form a belief that one of them is true. This Verification is made subject to the penalties of the 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Edith Ruiz", is written over a horizontal line.

Date: 4-10-2023