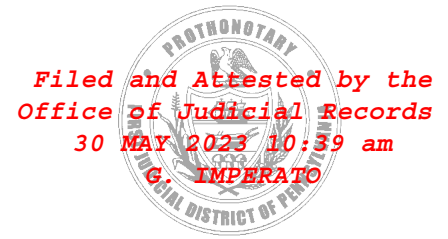


FANELLI, EVANS & PATEL, P.C.
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ATTORNEYS FOR PLAINTIFF

**TRINIDAD CRUZ, as Administrator of the
ESTATE OF DOMINGO CRUZ, Deceased**
720 Orchid Grove Boulevard
Davenport, FL 33837

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

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

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

MAY TERM, 2023

NO.

JURY TRIAL DEMANDED

And

CONFECTIONERY REAL ESTATE LLC

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

And

CONFECTIONERY PURCHASER LLC

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

And

CONFECTIONERY HOLDING LLC

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

And

CONFECTIONERY HOLDINGS LLC

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

And

CONFECTIONARY MANAGERS LLC

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

And

PALMER INVESTMENT GROUP LLC

77 South 2nd Avenue
West Reading, PA 19611

And

B5 HOLDING LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

And

E.I. DU PONT DE NEMOURS AND COMPANY
c/o CT Corporation System
600 N. 2nd Street, Suite #401
Harrisburg, PA 17101

And

DUPONT POLYMERS INC.
974 Centre Road
Wilmington, DE 19805

DUPONT SAFETY & CONSTRUCTION INC.
974 Centre Road
Wilmington, DE 19805

And

DUPONT SPECIALTY PRODUCTS USA LLC
c/o CT Corporation System
600 N. 2nd Street, Suite #401
Harrisburg, PA 17101

And

THE DOW CHEMICAL COMPANY
c/o CT Corporation System
600 N. 2nd Street, Suite #401
Harrisburg, PA 17101

And

JOHN DOES (1-10)

Defendants

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 FILADELFA SERVICO DE REFERENCIA 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, Domingo Cruz was one of those who lost their lives in the preventable explosion.

5. The factory was leveled by a massive, natural gas fueled explosion, maiming and killing workers.



THE PARTIES

6. Plaintiff, Trinidad Cruz, is an adult individual and citizen of the State of Florida, residing at 720 Orchid Grove Boulevard, Davenport, FL 33837.

7. Trinidad Cruz brings this suit as the Administrator of the Estate of Domingo Cruz, on behalf of all statutory beneficiaries. Trinidad Cruz was granted letters of administration by the Berks County Register of Wills on April 6, 2023.

8. At the time of his death and at all relevant times, Domingo Cruz was an adult individual and citizen of the Commonwealth of Pennsylvania.

9. No other actions were commenced during Mr. Cruz's life in connection with the events that caused his death.

10. Pursuant to 42 Pa. C.S.A. § 8301(b), Mr. Cruz's beneficiaries are:

- a. Milagros Altagracia Jimenez de Cruz (spouse);
- b. Trinidad Cruz (son);
- c. Francel Cruz de Jesus (son); and
- d. Laris Mar Cruz Robles (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. At all relevant times, the UGI Defendants installed, owned, operated, maintained, and were otherwise responsible for the natural gas pipelines running near, around, and to the R.M. Palmer factory at 77 South 2nd Street in West Reading, Pennsylvania, which ultimately leaked and caused this tragic explosion.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Defendant, R.M. Palmer Company, 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 the above-captioned address.

26. At all times relevant hereto, Defendant, 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.

27. At all times relevant hereto, Defendant, 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 Defendant, R.M. Palmer Company.

28. Defendant, Confectionery Real Estate LLC, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

29. At all times relevant hereto, Defendant, Confectionery Real Estate 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.

30. At all times relevant hereto, Defendant, Confectionery Real Estate 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 Defendant, Confectionery Real Estate LLC.

31. Defendant, Confectionery Purchaser LLC, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

32. At all times relevant hereto, Defendant, Confectionery Purchaser 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.

33. At all times relevant hereto, Defendant, Confectionery Purchaser 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 Defendant, Confectionery Purchaser LLC.

34. Defendant, Confectionery Holding LLC, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

35. At all times relevant hereto, Defendant, Confectionery Holding 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.

36. At all times relevant hereto, Defendant, Confectionery Holding 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 Defendant, Confectionery Holding LLC.

37. Defendant, Confectionery Holdings LLC, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

38. At all times relevant hereto, Defendant, Confectionery Holdings 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.

39. At all times relevant hereto, Defendant, Confectionery Holdings 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 Defendant, Confectionery Holdings LLC.

40. Defendant, Confectionery Managers LLC, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

41. At all times relevant hereto, Defendant, Confectionery Managers 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.

42. At all times relevant hereto, Defendant, Confectionery Managers 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 Defendant, Confectionery Managers LLC.

43. Defendant, Palmer Investment Group LLC, 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 the above-captioned address.

44. At all times relevant hereto, Defendant, Palmer Investment Group 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.

45. At all times relevant hereto, Defendant, Palmer Investment Group 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 Defendant, Palmer Investment Group LLC.

46. Defendant, B5 Holding LLC, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

47. At all times relevant hereto, Defendant, B5 Holding 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.

48. At all times relevant hereto, Defendant, B5 Holding 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 Defendant, B5 Holding LLC.

49. Defendants 77 South Second Holding Company d/b/a R.M. Palmer Company, R.M. Palmer Company LLC, Confectionery Real Estate LLC, Confectionery Purchaser LLC, Confectionery Holding LLC, Confectionery Holdings LLC, Confectionery Managers LLC, Palmer Investment Group LLC, and B5 Holding LLC are hereinafter collectively referred to as the “Chocolate Factory Defendants.”

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

51. Defendant, E.I. Du Pont de Nemours and Company, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

52. At all times relevant hereto, Defendant, E.I. Du Pont de Nemours and 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.

53. At all times relevant hereto, Defendant, E.I. Du Pont de Nemours and 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 Defendant, E.I. Du Pont de Nemours and Company.

54. Defendant, Dupont Polymers Inc., is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

55. At all times relevant hereto, Defendant, Dupont Polymers 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.

56. At all times relevant hereto, Defendant, Dupont Polymers 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, Dupont Polymers Inc.

57. Defendant, Dupont Safety & Construction Inc., is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

58. At all times relevant hereto, Defendant, Dupont Safety & Construction 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.

59. At all times relevant hereto, Defendant, Dupont Safety & Construction 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, Dupont Safety & Construction Inc.

60. Defendant, Dupont Specialty Products USA LLC, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

61. At all times relevant hereto, Defendant, Dupont Specialty Products USA 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.

62. At all times relevant hereto, Defendant, Dupont Specialty Products USA 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 Defendant, Dupont Specialty Products USA LLC.

63. Defendant, The Dow Chemical Company, is a corporation or other business entity organized and existing under the laws of the State of Delaware, with an agent for service of process located at the above-captioned address.

64. At all times relevant hereto, Defendant, The Dow Chemical 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.

65. At all times relevant hereto, Defendant, The Dow Chemical 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 Defendant, The Dow Chemical Company.

66. Defendants E.I. Du Pont de Nemours and Company, Dupont Polymers Inc., Dupont Safety & Construction Inc., Dupont Specialty Products USA LLC, and The Dow Chemical Company are hereinafter collectively referred to as the “Dupont Defendants.”

67. At all relevant times, the Dupont Defendants designed, manufactured, fabricated, sold, and/or distributed plastic, “Aldyl A” piping, which was designed to be and was used to transport natural gas.

68. 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 Chocolate Factory Defendants and/or R.M. Palmer Company. 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.

69. 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

70. 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.

71. 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.

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

73. 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.

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

THE GAS PIPELINE

75. Upon information and belief, the UGI Defendants and/or John Does 1-10 supplied natural gas to the Factory and the streets and areas near and around the factory.

76. Upon information and belief, the UGI defendants installed and maintained the Aldyl A natural gas pipeline that ran to, near, and around the Factory.

77. 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.

78. 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.

79. The UGI Defendants' natural gas passed through "Aldyl A" polyethylene plastic gas pipe, which was designed, manufactured, distributed, and/or sold by the Dupont Defendants.

80. The Dupont Defendants' Aldyl A pipeline was dangerously defective – and the Dupont Defendants and the UGI Defendants have known about these defects for decades.

81. Dupont's Aldyl A pipelines have, tragically, been the cause of fatal natural gas leaks and explosions across the world since Dupont first began designing, manufacturing, and selling Aldyl A piping in 1965.

82. For instance, on November 21, 1996, a small slit fracture in a defective Aldyl A Dupont pipeline caused a gas leak and explosion in San Juan, Puerto Rico, killing 33 people.

83. In 2011, a massive explosion destroyed several townhomes in Cupertino, California. Investigators determined that the cause was a leaking Dupont Aldyl A plastic pipeline.

84. Across the United States, natural gas leaks in plastic polyethylene pipelines, including Aldyl A pipelines, have taken a human toll.

85. Explosions caused by leaking polyethylene natural gas pipes occurred in:

- a. Waterloo, Iowa in 1994, claiming 6 lives;

- b. Maryland in 1973, claiming 3 lives;
- c. Arizona on 1978, claiming one life;
- d. Texas in 1983, claiming one life.

86. Several other leaks and subsequent explosions caused by failing polyethylene natural gas pipelines, including the Dupont Defendants' Aldyl A piping, are well documented.

87. Prior to the March 24 explosion at the Factory, the Dupont Defendants knew that their Aldyl A pipelines were dangerously defective, and were not sufficiently resistant to failure.

88. Prior to the explosion, the Dupont Defendants knew that Aldyl A pipelines were likely to fail and cause natural gas leaks.

89. Prior to the March 24 explosion at the Factory, the UGI Defendants knew that Dupont's Aldyl A pipelines – which UGI had installed near and/or around the Factory – were dangerously defective and were not sufficiently resistant to slow crack growth.

90. Upon information and belief, the UGI Defendants had been warned for decades that Aldyl A pipelines which UGI installed and maintained across Pennsylvania – including at and near the Factory – were defective, prone to failure, and likely to cause natural gas leaks.

91. On December 17, 1982, the Dupont Defendants released a letter to their utility customers warning that Dupont Aldyl A pipelines had suffered slit fractures across the country, and urging utility operators to perform more frequent inspections on Aldyl A pipelines.

92. On August 25, 1986, the Dupont Defendants released another letter to their utility customers, warning them of Aldyl A pipeline's vulnerability to cracks.

93. In April of 1998, the NTSB released a public report in response to fatal natural gas explosions warning utilities that plastic natural gas pipelines, like Dupont's Aldyl A piping, were prone to failure and likely to cause potentially fatal natural gas leaks.

94. Thereafter, from 1999 to 2007, the Pipeline and Hazardous Materials Safety Administration released a series of bulletin warnings about the danger of plastic natural gas pipelines and their susceptibility to failure – including the Dupont Defendants’ Aldyl A piping.

95. Prior to March 24, 2023, the UGI Defendants knew or should have known of these warnings regarding the dangerously defective Aldyl A plastic piping that UGI installed, maintained, and used to transport its natural gas.

96. Despite this actual and/or constructive knowledge, the UGI Defendants failed to replace and/or inspect and/or adequately inspect and/or maintain and/or adequately maintain the Aldyl A pipeline which ran near and around the Factory to supply UGI’s natural gas.

97. The UGI Defendants ignored the well-known risk of failures and leaks that the Aldyl A pipelines it installed, owned and maintained posed to the general public, and those working and living near its natural gas pipelines, failing to remedy the hazard posed by Aldyl A pipelines transporting UGI’s natural gas.

98. Prior to the explosion, the Dupont Defendants and the UGI Defendants knew that Aldyl A pipelines were likely to fail and cause natural gas leaks.

THE EXPLOSION

99. 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.

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

101. Upon information and belief, the odor of natural gas was caused by a failure in the Dupont Aldyl A natural gas pipeline running underneath Cherry Street next to the Factory, which ultimately caused a leak of natural gas and the resulting explosion.

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

103. Upon information and belief, Defendants did *nothing* in response to these complaints.

104. Upon information and belief, the Chocolate Factory Defendants and Defendant R.M. Palmer Company 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.

105. Upon information and belief, the Chocolate Factory Defendants and Defendant R.M. Palmer Company were responsible for ensuring that all safety hazards at the Factory were identified and timely rectified in order to protect the workers.

106. The Chocolate Factory Defendants and Defendant R.M. Palmer Company 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.

107. The Chocolate Factory Defendants and Defendant R.M. Palmer Company 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 Domingo Cruz, to an unreasonable and unacceptable risk of severe injury and/or death.

108. Upon information and belief, 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.

109. 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 Chocolate Factory Defendants and Defendant R.M. Palmer Company 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 Domingo Cruz, to an unreasonable and unacceptable risk of severe injury and/or death.

110. UGI and/or John Does 1-10 installed, owned, operated, and maintained the dangerously defective Dupont Aldyl A natural gas pipeline.

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

112. Tragically, Domingo Cruz's death and suffering were preventable.

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

114. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness, strict liability, and other liability-producing conduct of Defendants which resulted in the tragic death of Domingo Cruz, his 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 Domingo Cruz's death.

115. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness, strict liability, and other liability-producing conduct of Defendants which resulted in the tragic death of Domingo Cruz, his 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.

116. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness, strict liability, and other liability-producing conduct of Defendants which resulted in the tragic death of Domingo Cruz, Plaintiff claims all damages suffered by the Estate of Domingo Cruz by reason of his death, including, without limiting the generality thereof, the following: severe injuries to Domingo Cruz, which resulted in his death; the anxiety, horror, and fear of impending death; mental disturbance; pain, suffering, and other intangible losses which Domingo Cruz suffered prior to his death; the loss of future earning capacity suffered by Domingo Cruz from the date of his death until the time in the future that he would have lived had they not died as a result of the injuries sustained; and the loss and total limitation and deprivation of his normal activities, pursuits, and pleasures from the date of his death until such time in the future as he would have lived had he not died as a result of the injuries sustained.

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

COUNT I – NEGLIGENCE
PLAINTIFF v. THE UGI DEFENDANTS AND JOHN DOES (1-10)

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

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

124. 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.

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

126. 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, failure to remedy the leaks, and 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.

127. 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. Failing to replace Aldyl A gas pipeline near and/or around the factory, despite prior notice of the pipeline's risk of failure, risk of leaking, and risk of causing an explosion;
- c. Negligently maintaining the Aldyl A gas pipeline near and/or around the Factory;
- d. Negligently installing the Aldyl A gas pipeline near and/or around the Factory;
- e. Failing to warn those near and/or around the Factory that the Aldyl A gas pipeline along Cherry Street was dangerously defective, prone to failure, prone to leaks, and/or prone to causing natural gas explosions;
- f. Failing to remediate the Aldyl A natural gas pipeline along Cherry Street;
- g. Causing a gas leak at and/or around the Factory;

- h. Failing to inspect the subject pipeline(s);
- i. Failing to adequately inspect the subject pipeline(s);
- j. Failing to test the subject pipeline(s);
- k. Failing to adequately test the subject pipeline(s);
- l. Failing to safely and adequately install the subject pipeline(s);
- m. Failing to safely and appropriately design the subject pipeline(s);
- n. Failing to maintain the subject pipeline(s);
- o. Failing to safely and adequately maintain the subject pipeline(s);
- p. Failing to regularly inspect the subject pipeline(s);
- q. Failing to put in place and maintain an appropriate and adequate inspection schedule for the subject pipeline(s);
- r. 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);
- s. Failing to correct a hazardous condition in the pipeline(s);
- t. Failing to respond to and/or investigate complaints concerning the smell of natural gas at and/or near the Factory;
- u. Failing to adequately respond to and/or investigate complaints concerning the smell of natural gas at and/or near the Factory;
- v. Failing to repair the subject pipeline(s);
- w. Failing to adequately repair the subject pipeline(s);
- x. Failing to timely, adequately, and sufficiently test the subject pipeline(s);
- y. Failing to warn Factory workers, including Plaintiffs, of the gas leak and the associated risks;
- z. Failing to replace the subject pipeline(s);
- aa. 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;
- bb. 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;
- cc. 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);
- dd. Failing to follow existing policies and procedures concerning the operation, maintenance, management, inspection, repair, and/or testing of the subject pipeline(s);

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

128. 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 Domingo Cruz.

129. By reason of the aforementioned carelessness and negligence of the UGI Defendants and/or Jon Does (1-10), Domingo Cruz sustained devastating and catastrophic injuries that led to his death.

WHEREFORE, Plaintiff claims of the UGI Defendants 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. THE CHOCOLATE FACTORY DEFENDANTS

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

131. Upon information and belief, the Chocolate Factory 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.

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

133. The Chocolate Factory 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.

134. The Chocolate Factory 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.

135. The Chocolate Factory 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.

136. The Chocolate Factory 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.

137. The Chocolate Factory 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.

138. Upon information and belief, the Chocolate Factory Defendants had actual and/or constructive notice of a potential gas leak prior to the explosion.

139. The Chocolate Factory 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 Domingo Cruz, to an unreasonable and unacceptable risk of severe injury and/or death.

140. Despite this aforementioned knowledge, after receiving such notice concerning an actual, suspected, and/or potential gas leak at the Factory, the Chocolate Factory Defendants 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 Domingo Cruz, to an unreasonable and unacceptable risk of severe injury and/or death.

141. The Chocolate Factory Defendants failed and breached their duties and responsibilities to the Factory workers, including Domingo Cruz and knowingly put the workers directly in harm's way.

142. 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 Chocolate Factory 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 Domingo Cruz with a safe place in which to work;
- b. Instructing, demanding, and/or ordering the Factory workers, including Domingo Cruz 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 Domingo Cruz 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.

143. By conducting themselves as stated above, the Chocolate Factory Defendants' actions and/or inactions were substantial factors, a factual cause and/or increased the risk of harm to Domingo Cruz.

144. By reason of the aforementioned carelessness, negligence, gross negligence, recklessness, and/or willful and wanton conduct of the Chocolate Factory Defendants, Domingo Cruz sustained devastating and catastrophic injuries that led to his death.

WHEREFORE, Plaintiff claims of the Chocolate Factory Defendants, 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. THE CHOCOLATE FACTORY DEFENDANTS

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

146. 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.

147. Upon information and belief, despite such notice, the Chocolate Factory Defendants represented to the workers, including Domingo Cruz, that there was no gas leak and that they were to continue working.

148. Upon information and belief, the Chocolate Factory Defendants represented to the Factory workers, including Domingo Cruz, 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.

149. The Chocolate Factory Defendants made a representation to the Factory workers, including Domingo Cruz, that the Factory was safe and that there was no gas leak.

150. The aforementioned representation made by the Chocolate Factory Defendants, including Domingo Cruz, was material to the continued work at hand and/or working transaction at hand. In other words, Domingo Cruz relied on this false representation in deciding to continue working for the day.

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

152. The Chocolate Factory Defendants intended to mislead the Factory workers, including Domingo Cruz, 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.

153. The Factory workers, including Domingo Cruz, justifiably relied on the misrepresentation made by the Chocolate Factory Defendants.

154. The injuries and tragic death suffered by Domingo Cruz were a direct and proximate cause of his justifiable reliance on the Chocolate Factory Defendants' intentional misrepresentations.

WHEREFORE, Plaintiff claims of the Chocolate Factory Defendants, 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 – NEGLIGENCE

PLAINTIFF v. DEFENDANT R.M. PALMER COMPANY

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

156. Upon information and belief, Defendant R.M. Palmer Company 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.

157. Defendant R.M. Palmer Company was responsible for ensuring that all safety hazards at the Factory were identified and timely rectified in order to protect the workers.

158. Defendant R.M. Palmer Company 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.

159. Defendant R.M. Palmer Company 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.

160. Defendant R.M. Palmer Company had a duty to immediately disconnect any products, equipment, and/or machinery known or suspected to be leaking gas from any gas source at and near 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.

161. Defendant R.M. Palmer Company 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.

162. Defendant R.M. Palmer Company was responsible to ensure that in the event of a suspected or potential gas leak near and around the Factory, all workers were immediately evacuated from the Factory and appropriate authorities were contacted to timely determine the source of any potential gas leak.

163. Upon information and belief, Defendant R.M. Palmer Company had actual and/or constructive notice of a potential gas leak near and around the Factory prior to the explosion.

164. Defendant R.M. Palmer Company 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 Domingo Cruz, to an unreasonable and unacceptable risk of severe injury and/or death.

165. Despite this aforementioned knowledge, after receiving such notice concerning an actual, suspected, and/or potential gas leak near, at, and/or around the Factory, Defendant R.M. Palmer Company 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 Domingo Cruz, to an unreasonable and unacceptable risk of severe injury and/or death.

166. Defendant R.M. Palmer Company failed and breached its duties and responsibilities to the Factory workers, including Domingo Cruz and knowingly put the workers directly in harm's way.

167. 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 Defendant R.M. Palmer Company acting by and through their respective agents, servants, workers, and/or employees, both generally and in the following particular respects:

- a. Failing to provide Domingo Cruz with a safe place in which to work;
- b. Instructing, demanding, and/or ordering the Factory workers, including Domingo Cruz 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 Domingo Cruz 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.

168. By conducting themselves as stated above, Defendant R.M. Palmer Company's actions and/or inactions were substantial factors, a factual cause and/or increased the risk of harm to Domingo Cruz.

169. By reason of the aforementioned carelessness, negligence, gross negligence, recklessness, and/or willful and wanton conduct of Defendant R.M. Palmer Company, Domingo Cruz sustained devastating and catastrophic injuries that led to his death.

WHEREFORE, Plaintiff claims of Defendant R.M. Palmer Company, 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 V – INTENTIONAL MISREPRESENTATION

PLAINTIFF v. DEFENDANT R.M. PALMER COMPANY

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

171. 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.

172. Upon information and belief, despite such notice, Defendant R.M. Palmer Company represented to Factory workers, including Domingo Cruz, that there was no gas leak and that they were to continue working.

173. Upon information and belief, Defendant R.M. Palmer Company represented to the Factory workers, including Domingo Cruz, 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.

174. Defendant R.M. Palmer Company made a representation to the Factory workers, including Domingo Cruz, that the Factory was safe and that there was no gas leak.

175. The aforementioned representation made by Defendant R.M. Palmer Company, including Domingo Cruz, was material to the continued work at hand and/or working transaction at hand. In other words, Domingo Cruz relied on this false representation in deciding to continue working for the day.

176. The aforementioned representations made by Defendant R.M. Palmer Company were made falsely, and Defendant R.M. Palmer Company knew of its falsity or at a minimum was reckless as to whether it was true or false.

177. Defendant R.M. Palmer Company intended to mislead the Factory workers, including Domingo Cruz, 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.

178. The Factory workers, including Domingo Cruz, justifiably relied on the misrepresentation made by Defendant R.M. Palmer Company.

179. The injuries and tragic death suffered by Domingo Cruz were a direct and proximate cause of his justifiable reliance on Defendant R.M. Palmer Company's intentional misrepresentations.

WHEREFORE, Plaintiff claims of Defendant R.M. Palmer Company, 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 VI – NEGLIGENCE
PLAINTIFF v. DUPONT DEFENDANTS

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

181. Prior to March 24, 2023, the Dupont Defendants designed, manufactured, assembled, installed, marketed, distributed, sold, supplied, and/or modified the Adlyl A gas pipeline that supplied UGI gas to and/or near the Factory, including the Adlyl A pipeline that ran along Cherry Street (the "subject Adlyl A pipeline").

182. Prior to March 24, 2023, the Dupont Defendants knew or should have known that the subject Aldyl A pipeline was not safe, was defective, and was unreasonably dangerous because it lacked necessary safety features and/or was not safely designed for its intended purpose.

183. Prior to March 24, 2023, the Dupont Defendants knew or should have known that failure to correct the dangerous and hazardous conditions with the subject Aldyl A pipeline would expose members of the public to the risk of explosion, injury, and death caused by natural gas leaks and explosions.

184. Prior to March 24, 2023, the Dupont Defendants failed to correct the dangerous and hazardous conditions of the subject Aldyl A pipeline, and failed to take any steps whatsoever that would have mitigated the catastrophic and fatal injuries suffered by Domingo Cruz.

185. Prior to March 24, 2023, the Dupont Defendants negligently, recklessly, and carelessly exposed Plaintiff to unreasonable hazards and unknown dangerous conditions, which caused him to sustain his fatal injuries.

186. The Dupont Defendants owed a duty to those persons near and around their pipelines, including the general public, and including Plaintiff's decedent, to provide a reasonably safe product, free from defects which could cause unreasonable hazards.

187. The Dupont Defendants knew or should have known the hazards associated with the subject Aldyl A pipeline during normal and expected use.

188. The Dupont Defendants failed to design, assemble, manufacture, sell, supply, distribute, and/or place into the stream of commerce Aldyl A pipelines free of defects to prevent failures, leaks, and eventually, natural gas-fueled explosions.

189. The Dupont Defendants breached the duties they owed to Plaintiff's decedent for the reasons set forth below and herein.

190. The gross negligence, carelessness, recklessness and other wrongful and liability producing conduct of the Dupont Defendants, their agents, servants and/or employees, which are the proximate cause of the accident described herein, and the injuries and death to Plaintiff's decedent, consisted of, but is not limited to, the following:

- a) designing manufacturing, distributing, supplying, installing and/or selling a defective and unreasonably dangerous product;
- b) designing, manufacturing, distributing, supplying, installing and/or selling a defective and unreasonably dangerous product which lacked the necessary elements to make it safe for use and/or which contained elements that made it unsafe;
- c) failing to utilize proper designs or procedures for the manufacture, assembly, and sale of the subject Aldyl A pipeline;
- d) failing to design the subject Aldyl A pipeline safely for the use intended;
- e) failing to properly inspect or test the subject Aldyl A pipeline in order to identify and correct any defective or unreasonably dangerous conditions discovered;
- f) failing to recall and/or remove the subject Aldyl A pipeline from the ultimate users and purchasers;
- g) failing to include safety mechanisms which, if installed, would have prevented an incident as occurred in the present case;
- h) designing, manufacturing, distributing and selling a product which was not suitable for use by the intended users;
- i) failing to warn users, employers, and others about the defective product;
- j) failing to incorporate an alternative and safer design and/or other guards or devices to minimize the risk of failure and/or injury during operation of the product;
- k) defectively designing the subject Aldyl A pipeline, insofar as the pipeline was not developed, designed, and manufactured to sustain the normal pressures and wear and tear of underground installation, and where a safer design which would prevent harm to users;
- l) designing, manufacturing, installing, selling, supplying, and/or otherwise placing into the stream of commerce a subject Aldyl A pipeline which malfunctioned and/or otherwise failed during normal and foreseeable use.
- m) designing, manufacturing, distributing, installing, supplying and/or selling the product without adequate instructions, warnings, safeguards and/or protective devices;
- n) placing a product into the stream of commerce, knowing that end users would be injured by the same;
- o) failing to hire safety consultants or competent safety personnel to assist in the design and manufacture of the product;
- p) failing to conduct a materials analysis of the product and/or failing to conduct an adequate and appropriate materials analysis of the product, prior to releasing the product into the marketplace;
- q) designing and manufacturing the product knowing it was unreasonably dangerous;

- r) failing to remove the product from the marketplace;
- s) failing to issue service bulletins to all dealers and/or purchasers identifying new safety features, and recommending retro-fits for new safety features;
- t) supplying a product that failed under normal and foreseeable use; and
- u) supplying and designing a product that failed and caused a natural gas leak.

166. Defendants' actions and/or in-actions were substantial factors and/or factual causes and/or increased the risk of harm to Plaintiff's decedent.

167. 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.

168. By reason of the carelessness, negligence and other liability-producing conduct of Defendants, Mr. Cruz sustained injuries that led to his death; he sustained conscious pain and suffering and fear of impending death; has sustained a permanent loss of earnings and loss of earning capacity; he has sustained permanent loss of enjoyment of life, loss of life's pleasures and loss of life's hedonic pleasures; he has been permanently prevented from performing all of his usual duties, occupations, recreational activities and avocations all to his and his beneficiaries' loss and detriment.

WHEREFORE, Plaintiff claims of the Dupont Defendants, 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 VII – STRICT LIABILITY

PLAINTIFF v. DUPONT DEFENDANTS

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

170. The Dupont Defendants, by and through their agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, subsidiaries, sister corporations, parent companies, successor corporations, predecessor corporations, suppliers, and/or distributors are strictly liable under § 402(A) of the Restatement (Second) of Torts because:

- a. Defendants are engaged in the business of designing, manufacturing, assembling, distributing, selling and/or supplying Aldyl A natural gas pipelines;
- b. The subject Aldyl A pipeline which caused Plaintiff's deaths and injuries was created, designed, marketed and placed in the general stream of commerce by Defendants;
- c. The subject Aldyl A pipeline was expected to and did reach users without substantial change in the condition in which it was designed, manufactured, assembled, distributed and/or sold;
- d. The subject Aldyl A pipeline was designed, manufactured, assembled, distributed and/or sold in the defective condition for the reasons set forth below.

171. The Dupont Defendants, by and through their agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and/or distributors, are strictly liable under § 402(A) of the Restatement (Second) of Torts, by:

- a. Designing, assembling, manufacturing, selling, supplying and/or distributing a product in a defective condition;
- b. Designing, assembling, manufacturing, selling, supplying and/or distributing the subject Aldyl A pipeline that was not able to withstand normal and foreseeable use, including the normal wear, tear, and pressure that any underground natural gas pipeline is subject to during normal use;
- c. Designing, assembling, manufacturing, selling, supplying and/or distributing the subject Aldyl A pipeline that Defendants knew was hazardous, unreasonably dangerous, and likely to fail and leak under normal and foreseeable conditions;
- d. Designing, assembling, manufacturing, selling, supplying and/or distributing the product that was known to be unfit for the purpose for which Defendants supplied the product;

- e. Designing, assembling, manufacturing, selling, supplying and/or distributing a product that was unreasonably dangerous to its intended and foreseeable users;
- f. Designing, assembling, manufacturing, selling, supplying and/or distributing a product that was not safe for all of its intended and represented purposes;
- g. Designing, assembling, manufacturing, selling, supplying and/or distributing a product which lacked all the necessary safety features to protect users of the subject Aldyl A pipeline, including those near and around the pipelines, the general public, and Plaintiff's decedent specifically;
- h. Despite having actual knowledge of prior Aldyl A pipeline failures, leaks, property damage and serious injuries caused by failing Aldyl A pipelines, failing to make all the necessary corrections to eliminate the risk of failure and leak and prevent future gas leaks, explosions, and injuries;
- i. Despite having actual knowledge of prior Aldyl A pipeline failures, leaks, property damage and/or serious injuries caused by Aldyl A pipelines, failing to adequately warn users that the subject Aldyl A pipeline was susceptible to failure and leaks;
- j. Despite having actual knowledge of prior Aldyl A pipeline failures, leaks, property damage and/or serious injuries caused by Aldyl A pipelines, failing to incorporate materials and/or features into the pipeline that would not fail under normal and foreseeable conditions, and that would not leak under normal and foreseeable conditions;
- k. Designing, assembling, manufacturing, selling, supplying and/or distributing the subject Aldyl A pipeline with components that were likely to fail and cause a leak;
- l. Despite having actual knowledge of prior Aldyl A pipeline failures, leaks, property damage and/or serious injuries caused by Aldyl A pipelines, failing to design the subject Aldyl A pipeline to avoid any unreasonable risk of harm to anyone who is likely to be exposed to the danger when the product is used in the intended manner or as foreseeably used, including Plaintiff's decedent;
- m. Despite having actual knowledge of prior Aldyl A pipeline failures, leaks, property damage and/or serious injuries caused by Aldyl A pipelines, failing to utilize alternative, feasible designs to avoid any unreasonable risk of harm to anyone who is likely to be exposed to the danger when the product is used in the intended manner or as foreseeably used, including Plaintiff's decedent;

- n. Designing, assembling, manufacturing, selling, supplying and/or distributing a product which lacked all the necessary safety warnings and/or instructions regarding the possible risks of using the product that may be required;
- o. Failing to recall the defective and dangerous product after hazards and/or other dangerous incidents were discovered;
- p. Designing, assembling, manufacturing, selling, supplying and/or distributing a product the risks and hazards of which far outweigh any utility or benefit of the product (i.e. in violation of the risk utility test); and
- q. Designing, assembling, manufacturing, selling, supplying and/or distributing a product the risks or which were unknown or unknowable to the consumer (i.e. in violation of the consumer expectations test).

172. Defendants' actions and/or in-actions were substantial factors and/or factual causes and/or increased the risk of harm to Plaintiff's decedent.

173. 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.

174. By reason of the carelessness, negligence and other liability-producing conduct of Defendants, Mr. Cruz sustained injuries that led to his death; he sustained conscious pain and suffering and fear of impending death; has sustained a permanent loss of earnings and loss of earning capacity; he has sustained permanent loss of enjoyment of life, loss of life's pleasures and loss of life's hedonic pleasures; he has been permanently prevented from performing all of his usual duties, occupations, recreational activities and avocations all to his and his beneficiaries' loss and detriment.

WHEREFORE, Plaintiff claims of the Dupont Defendants, 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 VIII – WRONGFUL DEATH
PLAINTIFF v. ALL DEFENDANTS

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

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

177. No action for damages was brought by Domingo Cruz during his lifetime as a result of the accident at issue in this case.

178. Plaintiff Trinidad Cruz claims damages for the pecuniary loss suffered by decedent's beneficiaries by reason of the death of Domingo Cruz, and specifically for reimbursement of medical expenses, funeral expenses, and expenses of administration.

179. Plaintiff Trinidad Cruz, and as Administrator of the Estate of Domingo Cruz, claims for decedent's beneficiaries' damages resulting from the deprivation of comfort, aid, assistance, society and the loss of guidance and tutelage to Domingo Cruz's beneficiaries due to his death.

180. 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 IX – SURVIVAL ACTION
ESTATE OF DOMINGO CRUZ v. ALL DEFENDANTS

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

182. Plaintiff, Trinidad Cruz, Administrator of the Estate of Domingo Cruz, brings this action under and by virtue of 42 Pa. C.S.A. § 8302, commonly known as the Pennsylvania Survival Act.

183. The Estate of Domingo Cruz 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 Domingo Cruz would have earned from the date of his death to the end of his life expectancy.

184. 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.

FANELLI, EVANS & PATEL, P.C.

BY: */s/ Kenneth Millman*

KENNETH MILLMAN

Attorneys for Plaintiff

VERIFICATION

I, Trinidad Cruz, as Administrator of the Estate of Domingo Cruz, Deceased, verify that the attached "Complaint – Civil Action" is based upon information which I have furnished to my counsel and information has been gathered by counsel in the preparation of the prosecution of the within lawsuit. The language of the "Complaint – Civil Action" is that of counsel. I have read the attached "Complaint – Civil Action" and to the extent that it is based upon information which I have given to my counsel, it is true and correct to the best of my knowledge, information and belief. To the extent that the content of the attached "Complaint – Civil Action" is that of counsel, I have relied upon counsel in making this verification. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 5/25/23


Trinidad C.
Trinidad Cruz, as Administrator of
The Estate of Domingo Cruz, deceased

CERTIFICATE OF COMPLIANCE

I, Kenneth Millman, 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.

FANELLI, EVANS & PATEL, P.C.

By:



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