



**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**

PETER TAYLOR,

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Plaintiff,

v.

KELLOGG BROWN & ROOT SERVICES,
INC.,

Defendant.

CIVIL ACTION NO.

2:09cv341

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Peter Taylor, by and through his attorneys, files the following Complaint, averring as follows:

PARTIES

1. Plaintiff Peter Taylor is an adult individual who resides at 5413 Sir Barton Drive, Virginia Beach, VA 23462.
2. Defendant Kellogg Brown & Root Services, Inc. (hereinafter "KBR") is a Delaware Corporation with its principal place of business in Houston, Texas. KBR is registered to do business in the Commonwealth of Virginia. KBR may be served by service upon its registered agent, CT Corporation System, 1021 Main Street, Suite 1150, Houston, Texas 77002.

JURISDICTION AND VENUE

3. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. §1332 as the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.

4. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as Plaintiff is a resident of this district and Defendant does business within this district and is subject to personal jurisdiction within this district.

FACTUAL BACKGROUND

5. In July 2007, Plaintiff Peter Taylor was stationed at Marine Camp Fallujah in Fallujah, Iraq, serving as a Hospital Corpsman Second Class (HM2) in the U.S. Marine Corps.

6. In July 2007, Defendant KBR had, and currently has, a contract with the United States Army to perform maintenance and management of United States Military bases and facilities in Iraq, among other things. The contract is known as the LOGCAP III contract, No. DAAA09-02-D-0007, and was originally awarded on December 14, 2001.

7. Camp Fallujah in Fallujah, Iraq was one of the facilities for which KBR was responsible.

8. In accordance with its contractual responsibilities, KBR was responsible for a variety of mechanical and maintenance services at military bases in Iraq, including the installation, inspection, operation, repairs and maintenance to electrical generators at Camp Fallujah.

9. During the time period relevant to the claims set forth herein, KBR's main electrical generator at Camp Fallujah was frequently malfunctioning or not functioning resulting in the armed service personnel at a critical forward operating base to be without electrical power.

10. On July 27, 2007, the main electrical generator that provided power to the Tank Ramp and Assault Vehicle Ramp areas at Camp Fallujah was not working properly.

11. As a result, because of the frequent power outages caused by the KBR main generator at Camp Fallujah not operating properly, the Marines decided to install a wiring box at

the Tank Ramp area to hook up their own generator that would supply power when the main generator maintained by KBR failed.

12. The installation of the wiring box at the Tank Ramp area was being performed by Marine personnel on July 27, 2007 while the main generator was not energized and inoperable.

13. Plaintiff was assisting in the installation of the wiring box at the Tank Ramp area.

14. While the Marines were performing the work necessary to install the wiring box, KBR electricians arrived to attempt repairs to the main generator so as to restore power.

15. The KBR electricians were told by the Marines that the work was being done on the wiring box and were specifically advised to not turn on the main generator until notified by the Marines that it was safe to do so.

16. The KBR electricians acknowledged this request and agreed to not turn on the main generator until notified by the Marines that the installation of the wiring box in the Tank Ramp area was completed and it was safe to energize the generator.

17. However, while the Marines were still in the process of connecting the wiring box and without any notice, the KBR electricians turned on the main generator.

18. When the generator was turned on, it sent a powerful electrical current through the wiring box that Plaintiff, HM2 Taylor, was working on causing him to be badly electrocuted.

19. Because of the electric current, Plaintiff had to be forcefully pulled from the wiring box to stop from being electrocuted.

20. As a result of the electrical shock received by the Plaintiff, he suffered severe and permanent injuries, including but not limited to, third degree burns on his hands and wrists, permanent nerve damage and scarring.

COUNT I - NEGLIGENCE

Peter Taylor v. Kellogg Brown & Root Services, Inc.

21. Plaintiff incorporates the allegations of Paragraphs 1-20 of this Complaint as though fully set forth herein.

22. The KBR electricians described herein were at all times agents or employees of KBR acting within the scope of their employment.

23. KBR owed Plaintiff a duty of reasonable care in ensuring that their work on the main generator did not cause injury to others.

24. Furthermore, upon being informed of Plaintiff's work on the wiring box and agreeing not to turn on the main generator, KBR assumed the particular duty not to turn on the main generator and had actual knowledge that turning on the generator would cause serious injury to Plaintiff.

25. The injuries sustained by Plaintiff were the direct and proximate result of Defendant KBR's negligence in some or all of the following particulars:

- a. Failing to use reasonable care to ensure that it was safe to turn on the main generator;
- b. Energizing the generator before being notified by the Marines that they had completed installation of the wiring box and it was safe to do so;
- c. Energizing the generator while Plaintiff was installing the wiring box at the Tank Ramp causing him to receive a severe electrical shock;
- d. Failing to properly train its employees and/or agents with respect to proper safety precautions;
- e. Failing to warn Plaintiff before turning on the main generator;
- f. Failing to heed the Marines' warning not to turn on the main generator because it was not safe; and
- g. Recklessly forgetting or ignoring the Marines' warning not to turn on the main generator.

26. As a direct and proximate result of KBR's negligent conduct set forth above, Plaintiff suffered severe and permanent injuries, including but not limited to, third degree electrical burns on his hands and wrists, permanent nerve damage, loss of function in his hands and scarring which have required substantial remedial treatment and which may have to undergo painful medical procedures in the future.

27. As a direct and proximate result of Defendant's negligence, Plaintiff has or will incur losses and damages through past and future expenses for medical treatment.

28. As a result of his injuries, Plaintiff has been unable to undertake his normal duties and will continue to suffer impairments and disabilities in the future which will result in economic damages, including but not limited to, a decrease in earnings and/or loss of earning capacity.

29. As a direct and proximate result of the injuries sustained, Plaintiff has experienced and continues to experience pain and suffering; embarrassment and humiliation; emotional distress; impairment of his general health, strength and vitality; mental anguish; discomfort; physical disfigurement and scarring.

30. As a further result of his injuries, Plaintiff has sustained a diminution in his ability to enjoy life and life's pleasures.

31. As a direct and proximate result of the injuries, Plaintiff has been and continues to be unable to perform all or substantially all of his usual and customary daily activities.

WHEREFORE, Plaintiff demands judgment in the sum of \$2,528,250.00 in his favor and against Defendant and seeks the above damages, together with costs of suit and attorneys fees.

Plaintiff demands a trial by jury.

PETER TAYLOR



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