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STATE OF MAINE
PENOBSCOT, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO.:

JOSHUA F. ANDREWS AND NICOLE L. BLAIS AS PERSONAL REPRESENTATIVES OF THE ESTATE OF BRADY A. ANDREWS,

Plaintiffs

v.

BOWMAN CONSTRUCTORS,

Defendant

COMPLAINT

Joshua F. Andrews and Nicole L. Blais as Personal Representatives of the Estate of Brady A. Andrews complain against Bowman Constructors as follows:

PARTIES

1. Brady A. Andrews was born on March 9, 2005, and died at nineteen years of age on June 24, 2024.

2. Joshua F. Andrews is a resident of Brewer, County of Penobscot, State of Maine.

3. Nicole L. Blais is a resident of Old Town, County of Penobscot, State of Maine.

4. Joshua F. Andrews and Nicole L. Blais are Brady A. Andrews's parents and the duly-appointed Personal Representatives of the Estate of Brady A. Andrews.

5. Bowman Constructors ("Bowman") is a corporation duly organized and existing under the laws of the State of Maine with a principal place of business in the Town of Newport, County of Penobscot, State of Maine.

FACTUAL BACKGROUND

6. On September 6, 2023, Bowman applied for and was issued a building/construction permit to demo and remodel the 7th and 8th floor offices at 80 Exchange Street in the City of Bangor, County of Penobscot, State of Maine.

7. As part of the building/construction permit, Bowman certified that all of the proposed work on the construction site would be performed in accordance with the land Development Code and Construction Codes of the City of Bangor.

8. In June 2024, as part of the office renovation work, Bowman operated and controlled the construction site at 80 Exchange Street in the City of Bangor, County of Penobscot, State of Maine (the "job site").

9. During the course of the construction, Bowman had a full-time, on-site representative to oversee the project.

10. Prior to June 24, 2024, Bowman hired CC Electric to assist them with the electrical work on the job site.

11. At all times relevant to this Complaint, Brady A. Andrews worked at the job site as an electrician's helper and was employed by CC Electric.

12. Brady A. Andrews had completed some electrical courses in high school. He was working for CC Electric to gain experience before returning to school to become an apprentice.

13. Brady A. Andrews' first day working at the job site was on June 24, 2024.

14. On June 24, 2024, the Master Electrician associated with the construction project was not on the job site.

15. Neither CC Electric nor Bowman provided the electrician's helpers with personal protective equipment ("PPE"), required their employees and/or agents to wear PPE on the job site, or trained employees and/or agents regarding the use of PPE.

16. Brady A. Andrews was working in a room at the job site when he climbed a ladder to reach above the suspended ceiling and test a wire.

17. Brady A. Andrews came in contact with an unguarded live wire on the job site.

18. When Brady A. Andrews came in contact with the unguarded live wire without wearing any PPE, he was electrocuted.

19. His co-workers immediately called 911 and Brady A. Andrews was taken to Northern Light Eastern Maine Medical Center in Bangor, Maine.

20. When police officers arrived on the scene to investigate Brady A. Andrews' injuries, the wire was still live and uncapped.

21. Brady A. Andrews died from his injuries before the ambulance reached the hospital.

COUNT I - BOWMAN CONSTRUCTORS' NEGLIGENCE

22. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

23. Bowman owed a duty of care to Brady A. Andrews, other workers, and the public to maintain a safe job site.

24. Defendant Bowman breached its duty of care and was negligent, both directly and vicariously through its employees and agents, which negligence includes, but is not limited to:

a. Failing to responsibly hire and supervise a Master Electrician who would be responsible for the electrical work performed at the job site;

b. Failing to maintain a safe job site;

c. Failing to train and properly supervise workers and contractors on the job site;

d. Failing to communicate with workers and contractors on the job site;

e. Failing to recognize the safety hazard posed by having workers in close contact with energized, unguarded, and ungrounded power circuits;

f. Failing to recognize the safety hazard posed by having workers perform electrical work without access to PPE;

g. Failing to provide PPE and/or train workers regarding the proper use of PPE while voltage testing; and

h. Failing to follow applicable industry standards, manufacturer instructions, and safety regulations inclusive of OSHA regulations, including but not limited to 29 C.F.R. § 1926.21(b)(2), 29 C.F.R. § 1926.95(a), and 29 C.F.R. § 1926.416(a)(1).

25. Bowman is vicariously liable for the acts and omissions of its employees and agents.

26. On June 24, 2024, as a direct and proximate result of Bowman's negligence, Brady A. Andrews came into contact with an unguarded, live wire, which caused him to die by electrocution.

COUNT II – SURVIVAL CLAIM: LIABILITY FOR PRE-DEATH EMOTIONAL DISTRESS, SUFFERING, FEAR, TERROR, AND CONSCIOUS AWARENESS OF SERIOUS BODILY INJURY AND/OR DEATH

27. The Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

28. As a direct and proximate result of Defendant's negligence, Brady A. Andrews came into contact with an unguarded, live wire, which caused physical and emotional pain and suffering, and ultimately, his death.

29. As a direct and proximate result of the negligence of Defendant, as set forth above, Brady A. Andrews suffered damages during his lifetime.

30. The elements of damage include, but are not limited to:

a. Conscious pain and suffering, emotional distress, fear, and terror;

b. Medical expenses; and

c. Loss of enjoyment of life.

31. Plaintiffs see recovery of interest, costs, and such other and further relief as deemed to be just and appropriate, pursuant to 18-C M.R.S. § 3-817.

COUNT III – LIABILITY FOR WRONGFUL DEATH

32. The Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

33. As a direct and proximate result of the Defendant's negligence, Brady A. Andrews' heirs suffered damages, including but not limited to:

a. Loss of the comfort, society, and companionship of their loved one;

b. Funeral expenses; and

c. Emotional distress.

34. Plaintiffs seek recovery of interest, costs, and such other and further relief as is deemed just and appropriate pursuant to 18-C M.R.S. § 2-807.

Joshua F. Andrews and Nicole L. Blais, as Personal Representatives of the Estate of Brady A. Andrews, ask the Court to enter judgment against Defendant Bowman Constructors for compensatory damages, interest, costs, and such other and further relief as the Court deems just and equitable.

Dated: November 6, 2026



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