

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Allegheny

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Taylor L. Oravitz

Lead Defendant's Name:

Penneco Oil Company, Inc.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits
(check one)

Is this a *Class Action Suit*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Benjamin J. Baer, Esquire

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☒ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TAYLOR L. ORAVITZ and COLE D. ORAVITZ
individually as the surviving children of
HEATHER L. ORAVITZ and as the Co-
Administrators and Co-Personal
Representatives of the Estate of **HEATHER L.**
ORAVITZ, Deceased,
and

TAYLOR L. ORAVITZ and COLE D. ORAVITZ
individually as the surviving children of **PAUL**
D. ORAVITZ and as the Co-Administrators and
Co-Personal Representatives of the Estate of
PAUL D. ORAVITZ, Deceased,

v.

PENNECO OIL COMPANY, INC.,

and

DAKOTA OIL AND GAS CO. f/k/a PENNECO
ENERGY COPORATION,

and

PENNECO PIPELINE CORPORATION,

and

PENNECO LAND COMPANY, LLC

and

PENNECO ASSOCIATES OF JOHNSTOWN,

and

PENNECO ASSOCIATES OF JOHNSTOWN II,

and

CIVIL DIVISION

No.

JURY TRIAL DEMANDED

COMPLAINT – CIVIL ACTION

Filed on behalf of:

Plaintiffs **TAYLOR L. ORAVITZ and COLE D.**
ORAVITZ individually as the surviving
children of **HEATHER L. ORAVITZ** and as the
Co-Administrators and Co-Personal
Representatives of the Estate of **HEATHER L.**
ORAVITZ, Deceased,

and

Plaintiffs **TAYLOR L. ORAVITZ and COLE D.**
ORAVITZ individually as the surviving
children of **PAUL D. ORAVITZ** and as the Co-
Administrators and Co-Personal
Representatives of the Estate of **PAUL D.**
ORAVITZ, Deceased,

Counsel of Record for these Parties:

Benjamin J. Baer, Esq.
PA I.D. No. 205779

David J. Langsam, Esq.
PA I.D. No. 308764

INJURY LAW PARTNERS

954 Greentree Road, Suite 200
Pittsburgh, PA 15220
(412) 294-9200

bbaer@injurylawpartners.com

dlangsam@injurylawpartners.com

PENNECO DRILLING ASSOCIATES 1980-1,

and

PENNECO DRILLING ASSOCIATES 1981-1,

and

PENNECO DRILLING ASSOCIATES 2005-1,

and

PENNECO DRILLING ASSOCIATES 2013-1,

and

PENNECO DRILLING ASSOCIATES 1981-2,

and

**PENNECO ENVIRONMENTAL SOLUTIONS
LLC,**

and

**PENNECO EXPLORATION & PRODUCTION
CO.,**

and

PENNECO GAS COMPANY,

and

PENNECO OF JOHNSTOWN, INC.

and

PENNECO OIL & GAS, LTD.

and

PENNECO OIL COMPANY,

and

PENNECO OUTDOOR ADVERTISING, INC.,

and

PEOPLES NATURAL GAS COMPANY LLC,

and

A.O. SMITH CORPORATION,

and

GRASINGER HOMES INC.,

and

JOHN DOE 1,

and

JOHN DOE 2,

and

JOHN DOE 3,

and

JOHN DOE 4,

and

JOHN DOE 5,

and

JOHN DOE 6,

and

JOHN DOE 7,

and

JOHN DOE 8,

Defendants.

NJURY LAW PARTNERS

BY: Benjamin J. Baer, Esq. and
David J. Langsam, Esq.
Identification Nos.: 205779/308764
954 Greentree Road, Suite 200
Pittsburgh, PA 15220

Attorneys for Plaintiffs

TAYLOR L. ORAVITZ and COLE D. ORAVITZ
individually as the surviving children of
HEATHER L. ORAVITZ and as the Co-
Administrators and Co-Personal
Representatives of the Estate of **HEATHER L.**
ORAVITZ, Deceased,
and

TAYLOR L. ORAVITZ and COLE D. ORAVITZ
individually as the surviving children of **PAUL**
D. ORAVITZ and as the Co-Administrators and
Co-Personal Representatives of the Estate of
PAUL D. ORAVITZ, Deceased,
v.

PENNECO OIL COMPANY, INC.,
and

DAKOTA OIL AND GAS CO. f/k/a PENNECO
ENERGY COPORATION,
and

PENNECO PIPELINE CORPORATION,
and

PENNECO LAND COMPANY, LLC
and

PENNECO ASSOCIATES OF JOHNSTOWN,

**ALLEGHENY COUNTY COURT OF COMMON
PLEAS**

CIVIL DIVISION

No.

JURY TRIAL DEMANDED

and

PENNECO ASSOCIATES OF JOHNSTOWN II,

and

PENNECO DRILLING ASSOCIATES 1980-1,

and

PENNECO DRILLING ASSOCIATES 1981-1,

and

PENNECO DRILLING ASSOCIATES 2005-1,

and

PENNECO DRILLING ASSOCIATES 2013-1,

and

PENNECO DRILLING ASSOCIATES 1981-2,

and

**PENNECO ENVIRONMENTAL SOLUTIONS
LLC,**

and

**PENNECO EXPLORATION & PRODUCTION
CO.,**

and

PENNECO GAS COMPANY,

and

PENNECO OF JOHNSTOWN, INC.

and

PENNECO OIL & GAS, LTD.

and

PENNECO OIL COMPANY,

and

PENNECO OUTDOOR ADVERTISING, INC.,

and

PEOPLES NATURAL GAS COMPANY LLC,

and

A.O. SMITH CORPORATION,

and

GRASINGER HOMES INC.,

and

JOHN DOE 1,

and

JOHN DOE 2,

and

JOHN DOE 3,

and

JOHN DOE 4,

and

JOHN DOE 5,

and

JOHN DOE 6,

and

JOHN DOE 7,

and

JOHN DOE 8,

Defendants.

NOTICE TO DEFEND

NOTICE

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.

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.

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.

ALLEGHENY COUNTY BAR ASSOCIATION
LAWYER REFERRAL SERVICE
400 Koppers Building, 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
(412) 261-6161

AVISO

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 per Sonsalmente o por un abogado una comparecencia escrita y tambien 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.

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.

ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO. SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONSAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

ALLEGHENY COUNTY BAR ASSOCIATION
LAWYER REFERRAL SERVICE
400 Koppers Building, 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
(412) 261-6161

COMPLAINT – CIVIL ACTION

1. On August 12, 2023, a home located at 141 Rustic Ridge Dr. in Plum Borough exploded, causing six (6) individuals to suffer fatal injuries.

2. The six individuals who died as a result of injuries caused by the explosion and its aftermath are:

- a. Heather L. Oravitz;
- b. Paul D. Oravitz;
- c. Michael Thomas;
- d. Kevin Seburnia;
- e. Casey Clontz; and
- f. Keegan Clontz.

3. Plaintiffs, Taylor L. Oravitz and Cole D. Oravitz, individually and on behalf of the Estate of Heather L. Oravitz and the Estate of Paul D. Oravitz, bring this action seeking justice for the wrongful deaths of Heather L. Oravitz and Paul D. Oravitz, pictured below on the evening of August 11, 2023, the night before the explosion.



PARTIES

4. Plaintiff Taylor L. Oravitz (Taylor Oravitz) is an adult individual residing at 24 Simms Street, Pittsburgh, PA 15211.

5. Plaintiff Cole D. Oravitz (Cole Oravitz) is an adult individual residing at 434 5th Avenue, Apt. 733, Pittsburgh, PA 15219.

6. At all relevant times, Taylor Oravitz and Cole Oravitz are siblings and were the biological children of Heather L. Oravitz (“Heather Oravitz”).

7. Heather Oravitz died on August 12, 2023, due to injuries suffered in the gas explosion that occurred at her home, 141 Rustic Ridge Dr., Pittsburgh PA 15239 (herein after the “Oravitz home”).

8. Taylor Oravitz and Cole Oravitz are co-personal representatives of their mother, Heather Oravitz, deceased, and have been appointed as the Co-Administrators of the Estate of Heather L. Oravitz, deceased, by the Register of Wills of Allegheny County, Pennsylvania, at Docket No. 02-23-06336.

9. Taylor Oravitz and Cole Oravitz bring this action individually and in their own rights as the surviving children of Heather Oravitz, and as Co-Administrators and Personal Representatives of the Estate of Heather L. Oravitz, and on behalf of all the decedent’s wrongful death beneficiaries, who are:

- a. Taylor Oravitz (daughter of Heather Oravitz); and
- b. Cole Oravitz (son of Heathr Oravitz).

10. The right to bring this action is conferred upon Taylor Oravitz and Cole Oravitz by the following laws under which this action is brought:

- a. 42 Pa.C.S.A. §8301, *et seq.*;

b. 20 Pa.C.S.A. §3371, *et seq.*; and,

c. Any other wrongful death acts, fiduciary acts, survival acts, Supreme Court rulings and/or any Pennsylvania Rule of Civil Procedure that may be applicable.

11. No action seeking recovery for the injuries and damages set forth herein was brought by Heather Oravitz against the Defendants during her lifetime.

12. No other action for wrongful death of Heather Oravitz has been commenced against the Defendants.

13. At all relevant times, Taylor Oravitz and Cole Oravitz are siblings and were the biological children of Paul D. Oravitz ("Paul Oravitz").

14. Paul Oravitz suffered severe burn injuries on August 12, 2023, due to the explosion that occurred at his home at 141 Rustic Ridge Dr., Pittsburgh, PA 15239 (hereinafter the "Oravitz home").

15. Paul Oravitz suffered for four (4) days, from Saturday, August 12, 2023, until Wednesday, August 16, 2023, when he finally succumbed to his injuries and passed away.

16. Taylor Oravitz and Cole Oravitz are co-personal representatives of their father Paul Oravitz, deceased, and have been appointed as the Co-Administrators of the Estate of Paul D. Oravitz, deceased, by the Register of Wills of Allegheny County, Pennsylvania, at Docket No. 02-23-06337.

17. Taylor Oravitz and Cole Oravitz bring this action individually and in their own rights as the surviving children of Paul Oravitz, and as Co-Administrators and Personal Representatives of the Estate of Paul D. Oravitz, and on behalf of all the decedent's wrongful death beneficiaries, who are:

a. Taylor Oravitz (daughter of Paul Oravitz); and

b. Cole Oravitz (son of Paul Oravitz).

18. The right to bring this action is conferred upon Taylor Oravitz and Cole Oravitz by the following laws under which this action is brought:

a. 42 Pa.C.S.A. §8301, *et seq*;

b. 20 Pa.C.S.A. §3371, *et seq*; and,

c. Any other wrongful death acts, fiduciary acts, survival acts, Supreme Court rulings and/or any Pennsylvania Rule of Civil Procedure that may be applicable.

19. No action seeking recovery for the injuries and damages set forth herein was brought by Paul Oravitz against the Defendants during his lifetime.

20. No other action for wrongful death of the of Paul Oravitz has been commenced against the Defendants.

21. Defendant Penneco Oil Company, Inc. is a corporation with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

22. Defendant Dakota Oil and Gas Co. *f/k/a* Penneco Energy Corporation is a corporation with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

23. Defendant Penneco Pipeline Corporation is a corporation with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

24. Defendant Penneco Land Company, LLC is a limited liability company or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

25. Defendant Penneco Associates of Johnstown is a Pennsylvania domestic limited partnership or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

26. Defendant Penneco Associates of Johnstown II is a Pennsylvania domestic limited partnership or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

27. Defendant Penneco Drilling Associates 1980-1 is a Pennsylvania domestic limited partnership or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

28. Defendant Penneco Drilling Associates 1981-1 is a Pennsylvania domestic limited partnership or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

29. Defendant Penneco Drilling Associates 2005-1 is a Pennsylvania domestic limited partnership or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

30. Defendant Penneco Drilling Associates 2013-1 is a Pennsylvania domestic limited partnership or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

31. Defendant Penneco Drilling Associates 1981-2 is a Pennsylvania domestic limited partnership or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

32. Defendant Penneco Environmental Solutions LLC is a Pennsylvania limited liability company or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

33. Defendant Penneco Exploration & Production Co. is a Pennsylvania corporation or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

34. Defendant Penneco Gas Company is a Pennsylvania corporation or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

35. Defendant Penneco of Johnstown, Inc. is a Pennsylvania corporation or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

36. Defendant Penneco Oil & Gas, Ltd. is a Pennsylvania corporation or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

37. Defendant Penneco Oil Company is a Pennsylvania corporation or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

38. Defendant Penneco Outdoor Advertising, Inc. is a Pennsylvania corporation or other corporate entity with its principal place of business located at 6608 route 22, Delmont, Pa 15626.

39. John Doe 1 is a parent company, sister company, subsidiary, affiliate, contractor and/or partner who owned, operated, maintained, serviced and/or controlled

the pipelines and/or distribution of natural gas through the Penneco gas distribution lines near Rustic Ridge on and before August 12, 2023.

40. John Doe 2 is an entity that assumed liabilities and/or an entity that is a successor of liabilities, including, but not limited to the liabilities of Defendants Penneco Oil Company, Inc., Dakota Oil and Gas Co. *f/k/a* Penneco Energy Corporation, Penneco Pipeline Corporation, Penneco Land Company, LLC, Penneco Associates of Johnstown, Penneco Associates of Johnstown II, Penneco Drilling Associates 1980-1, Penneco Drilling Associates 1981-1, Penneco Drilling Associates 2005-1, Penneco Drilling Associates 2013-1, Penneco Drilling Associates 1981-2, Penneco Environmental Solutions LLC, Penneco Exploration & Production Co., Penneco Gas Company, Penneco of Johnstown, Inc., Penneco Oil & Gas, Ltd., Penneco Oil Company, Penneco Outdoor Advertising, Inc., and/or John Doe 1.

41. Penneco Oil Company, Inc., Dakota Oil and Gas Co. *f/k/a* Penneco Energy Corporation, Penneco Pipeline Corporation, Penneco Land Company, LLC, Penneco Associates of Johnstown, Penneco Associates of Johnstown II, Penneco Drilling Associates 1980-1, Penneco Drilling Associates 1981-1, Penneco Drilling Associates 2005-1, Penneco Drilling Associates 2013-1, Penneco Drilling Associates 1981-2, Penneco Environmental Solutions LLC, Penneco Exploration & Production Co., Penneco Gas Company, Penneco of Johnstown, Inc., Penneco Oil & Gas, Ltd., Penneco Oil Company, Penneco Outdoor Advertising, Inc., John Doe 1, and John Doe 2 are herein after collectively referred to as “Penneco” and “the Penneco Defendants.”

42. Defendant A.O. Smith Corporation (“AO Smith”) is a corporation organized under the laws of the State of Delaware with a corporate headquarters and principal executive offices located at 11270 West Park Place, Milwaukee, WI 53224.

43. John Doe 3 is an unknown entity that sold and/or distributed the water heater in the basement of 141 Rustic Ridge Dr. on and before August 12, 2023.

44. Defendant Peoples Natural Gas Company LLC is a limited liability company organized under the laws of the Commonwealth of Pennsylvania with a corporate headquarters located at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212.

45. John Doe 4 is a parent company, sister company, subsidiary, affiliate, contractor and/or partner of Peoples Natural Gas Company LLC and/or other entity that owned, operated, maintained, serviced and/or controlled the pipelines and/or distribution of natural gas through the Peoples Natural Gas Company LLC gas distribution lines at and/or near the Rustic Ridge housing development on and before August 12, 2023.

46. John Doe 5 is an entity that assumed liabilities and/or an entity that is a successor of liabilities, including, but not limited to the liabilities of Peoples Natural Gas Company LLC and/or John Doe 4.

47. Peoples Natural Gas Company LLC, John Doe 4 and John Doe 5 are herein after collectively referred to as “Peoples Gas” and “the Peoples Gas Defendants.”

48. Defendant Grasinger Homes Inc. is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a corporate headquarters and principal place of business at 8035 Saltsburg Road, Pittsburgh, PA 15239.

49. John Doe 6 is a parent company, sister company, subsidiary, affiliate, contractor and/or partner of Defendant Grasinger Homes Inc and/or other entity that sold and built the residential structures in the Rustic Ridge housing development in Plum Borough, including 141 Rustic Ridge Dr.

50. John Doe 7 is an entity that assumed liabilities and/or an entity that is a successor of liabilities, including, but not limited to the liabilities of Defendant Grasinger Homes Inc. and/or John Doe 6.

51. Defendant Grasinger Homes Inc., John Doe 6 and John Doe 7 are herein after collectively referred to as “Grasinger” and “the Grasinger Defendants.”

52. Defendant John Doe 8 is the entity responsible for the gas that leaked into 141 Rustic Ridge Drive that caused the subject explosion.

53. Pursuant to Pennsylvania Rule of Civil Procedure 2005, Defendants John Does 1, 2, 3, 4, 5, 6, 7, and 8 are currently unidentified, fictitious defendants.

54. Plaintiffs conducted a reasonable and diligent search to determine the actual names and/or identities of Defendants John Does 1, 2, 3, 4, 5, 6, 7, and 8.

55. Plaintiff reserves the right to amend this Complaint and name said unknown individuals and/or entities as defendants pursuant to Pennsylvania Rules of Civil Procedure 2005 and 1033.

JURISDICTION AND VENUE

56. The Commonwealth of Pennsylvania has jurisdiction over this matter.

57. Allegheny County is an appropriate venue for this action.

58. The subject explosion occurred in Plum Borough, Allegheny County, Pennsylvania, at 141 Rustic Ridge, Pittsburgh, PA 15239.

59. Prior to and on August 12, 2023, Heather Oravitz and Paul Oravitz were Allegheny County residents, living at their home, located at 141 Rustic Ridge, Pittsburgh, PA, 15239.

60. At all relevant times, including prior to and on August 12, 2023, Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz were all Allegheny County residents, living at their respective homes, located the Rustic Ridge housing development in the Plum section of Pittsburgh, PA.

61. The Estate of Heather L. Oravitz, deceased, was raised by Allegheny County Department of Court Records, Wills/Orphan's Court Division, Pennsylvania at Docket No. 02-23-06336.

62. The Estate of Paul D. Oravitz, deceased, was raised by Allegheny County Department of Court Records, Wills/Orphan's Court Division, Pennsylvania at Docket No. 02-23-06337.

63. The Penneco defendants are Pennsylvania corporations engaged in the business of oil and gas exploration.

64. Penneco maintains its corporate headquarters and principal place of business in Delmont, PA.

65. Penneco carried out and continues to carry out substantial, continuous, and systematic business activities throughout Pennsylvania, including:

- a. Penneco's oil and gas operations including the transportation of natural gas throughout southwestern Pennsylvania, including through Allegheny County, and specifically through the Rustic Ridge development in Plum Borough; and
- b. Maintaining several natural gas wells and compressor stations in the Rustic Ridge development in Plum Borough.

66. Peoples Gas is a Pennsylvania limited liability company.

67. Peoples Gas maintains its corporate headquarters on the North Shore of Pittsburgh, Pennsylvania.

68. Peoples Gas carried out and continues to carry out substantial, continuous, and systematic business activities throughout Pennsylvania, including:

- a. "Peoples has served customers in southwestern Pennsylvania since 1885, and its history extends to the earliest days of the natural gas industry in the United States. Our company provides service from the Transmission system to the Distribution system, through a series of pipelines and stations, all the way to the customer's meter. Pennsylvania counties we serve are: **Allegheny**, Armstrong, Beaver, Blair, Butler, Cambria, Clarion, Clearfield, Fayette, Greene, Indiana, Jefferson, Lawrence, Mercer, Somerset, Venango, Washington, and Westmoreland Counties. Peoples also serves 14 counties in North Central West Virginia and 10 counties in Eastern Kentucky." See <https://www.peoples-gas.com/all-about-gas/how-peoples-works/> (emphasis added).

69. AO Smith designed, assembled, manufactured, sold, supplied, and/or distributed the water heater into the Commonwealth of Pennsylvania, and specifically to the Oravitz home, located at 141 Rustic Ridge Dr. (herein after the "subject water heater").

70. AO Smith carried out and continues to carry out substantial, continuous, and systematic business activities throughout Pennsylvania, including but not limited to: the sale of water heaters to customers in Allegheny County; and the installation of water heaters to Allegheny County customers through AO Smith authorized dealers.

<https://local.hotwater.com/where-to-buy/pennsylvania/pittsburgh>

71. Grasinger is a Pennsylvania corporation.

72. Grasinger is headquartered in Plum Borough, in Allegheny County, Pennsylvania.

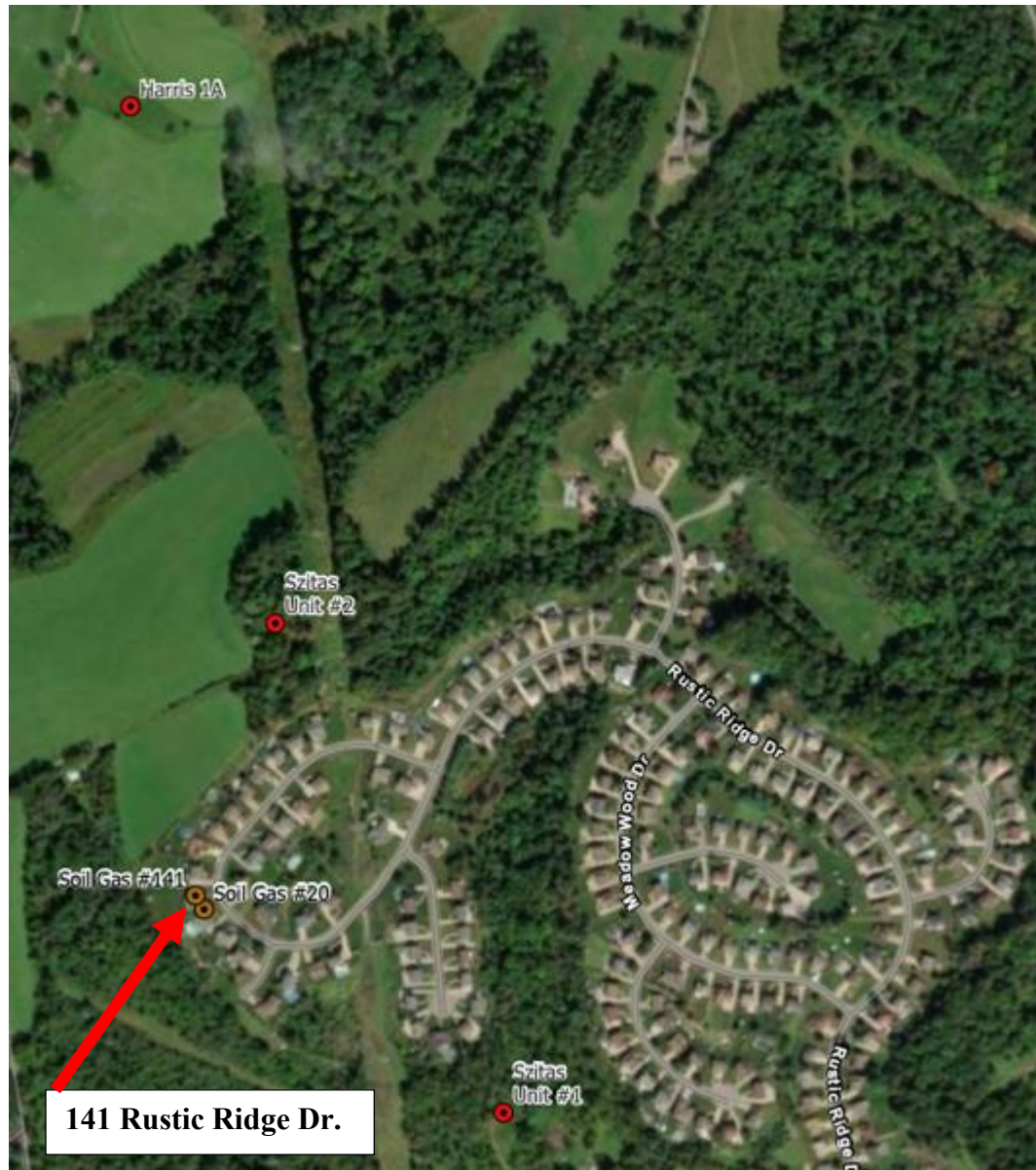
73. Grasinger has carried out and continues to carry out substantial, continuous, and systematic business activities throughout Allegheny County Pennsylvania.

74. Grasinger sold and built the houses in the Rustic Ridge housing development in Plum Borough, including 141 Rustic Ridge Dr.

FACTS

75. On and before August 12, 2023, the Penneco Defendants owned and operated three natural gas well sites within a 2,500 foot radius of the Oravitz's home located at 141 Rustic Ridge, Pittsburgh PA, 15239:

- a. Harris 1A well, 003-21345 (herein after the "Harris well");
- b. Szitas Unit 1 well, 003-21369, (herein after the "Szitas 1 well"); and
- c. Szitas Unit 2 well, 003-21370, (herein after the "Szitas 2 Well").



PADEP Sample Locations

Plum Borough
Allegheny County, Pennsylvania

Figure 3

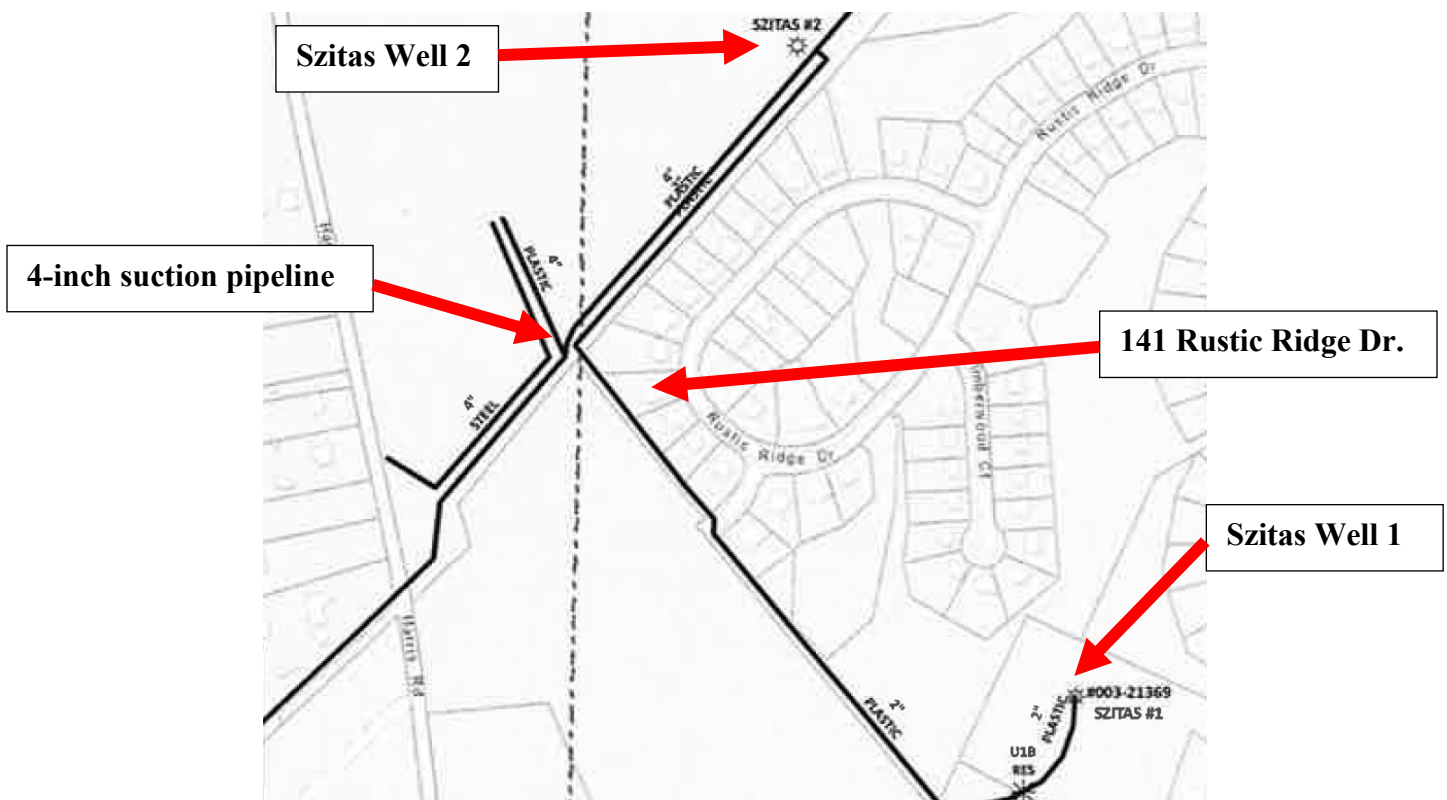
Legend

- Szitas Unit #1 (40.512479; -79.745966)
- Szitas Unit #2 (40.516432; -79.748310)
- Harris 1A (40.520764; -79.750099)
- PADEP Sample Locations (40.514216; -79.749259) & (40.514305; -79.749338)

76. Natural gas travels between the Szitas 1 well and the Szitas 2 through a series of underground pipes.

77. Compressor stations pressurize the lines forcing the gas through a series of underground gas lines, including a 4-inch plastic suction gas line (herein after referred to as the “subject line”).

78. The subject line runs in a north/south direction with a “T” off toward the compression station. This portion of the subject lines are shown below.



79. Penneco failed to maintain appropriate pressure on the 4-inch suction line (subject line) between January 1, 2023 and August 12, 2023.

80. Penneco’s records show that it allowed the pressure in the subject line to increase between Jan 1, 2023 and August 12, 2023.

81. In January of 2023, Penneco’s records indicate the pressure on the subject line ranged from 12 psi to 15 psi, with an average of 13.68 psi.

82. In February of 2023, Penneco's records indicate the pressure on the subject line ranged from 14 psi to 23 psi, with an average of 16.7 psi.

83. In March of 2023, Penneco's records indicate the pressure on the subject line ranged from 13 psi to 39 psi, with an average of 16 psi.

84. In April of 2023, Penneco's records indicate the pressure on the subject line ranged from 16 psi to 65 psi, with an average of 27.2 psi.

85. In May of 2023, Penneco's records indicate the pressure on the subject line ranged from 17 psi to 48 psi, with an average of 30.6 psi.

86. In June of 2023, Penneco's records indicate the pressure on the subject line ranged from 24 psi to 48 psi, with an average of 30.25 psi.

87. In July of 2023, Penneco's records indicate the pressure on the subject line ranged from 29 psi to 54 psi, with an average of 42.13 psi.

88. Between August 1, 2023 and August 7, 2023, Penneco's records indicate the pressure on the subject line ranged from 42 psi to 60 psi, with an average of 48.71 psi.

89. Penneco failed to record pressure readings on the subject line on:

- a. August 8, 2023;
- b. August 9, 2023;
- c. August 10, 2023; and
- d. August 11, 2023.

90. On August 12, 2023, the day of the explosion, Penneco's records indicate that it allowed the pressure on the subject line to increase to 63 psi.

91. Pressure along the subject line is controlled in part by a regulator in the Szitas compressor station.

92. Peoples Gas has a compression agreement with the Penneco Defendants that sets maximum allowable pressure on the subject line.

93. On and before August 8, 2023, Peoples Gas required that the regulator on the Szitas main line not exceed 260 psi.

94. On August 8, 2023, Penneco's regulator failed to stop flow at 260 psi on the Szitas main line.

95. On August 8, 2023, Peoples Gas discovered that the Penneco regulator failed to stop flow at the required 260 psi.

96. Peoples implemented a "shut in" where the Szitas wells continued to produce natural gas and the subject line remained pressurized, however, Peoples Gas did not permit Penneco to distribute the natural gas for one week or until August 15, 2023.

97. Peoples Gas required Penneco to repair or replace the failing regulator.

98. Peoples gas planned to wait one week before evaluating the regulator and confirming that the Szitas well was operating within its established parameters.

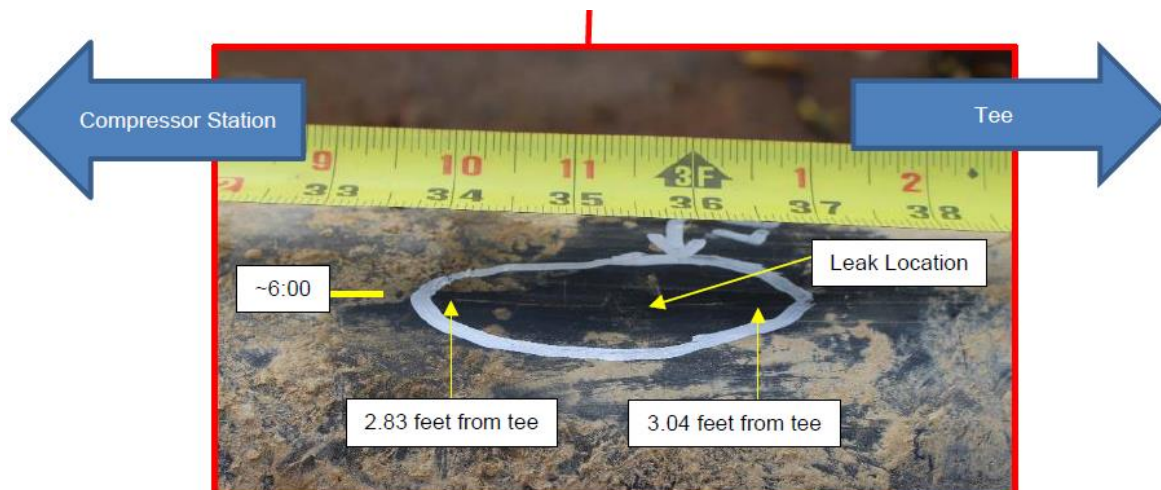
99. From August 8, 2023 to August 12, 2023, the subject line continued to be over pressurized.

100. Penneco failed to:

- a. Replace its failing regulator;
- b. Repair its failing regulator;
- c. Reduce the pressure on the over pressurized line;
- d. Determine if the over pressurized Szitas line was leaking;
- e. Vent the gas on the over pressurized Szitas line.

101. Peoples Gas failed to:

- a. Replace the failing regulator;
 - b. Determine if the over pressurized Szitas line was leaking;
 - c. Vent the gas on the over pressurized Szitas line.
102. The over pressurized subject line had multiple leaks.
103. The leaks were not pinhole leaks.
104. A section of the subject line had a 2.5 inch leak where gas escaped, pictured below.



105. The leak was located on the bottom side of the subject pipe at approximately 6 o'clock, as reflected in the left side of the above photo.
106. When the subject line was pressurized to 63 psi, as it was on August 12, 2023, the gas on the subject line spilled out of the pipe at a rate in excess of 156 cubic feet of gas an hour.
107. The Penneco gas poured out of the leak and/or leaks on the subject line.
108. The leak and/or leaks were located behind the 141 Rustic Ridge Dr. property.
109. The leak and /or leaks existed for days and/or weeks and/or months prior to August 12, 2023.

110. The gas continued to leak out of the over pressurized subject line unchecked before August 12, 2023.

111. The location of one of the leaks is shown in the images below at approximately point 200.

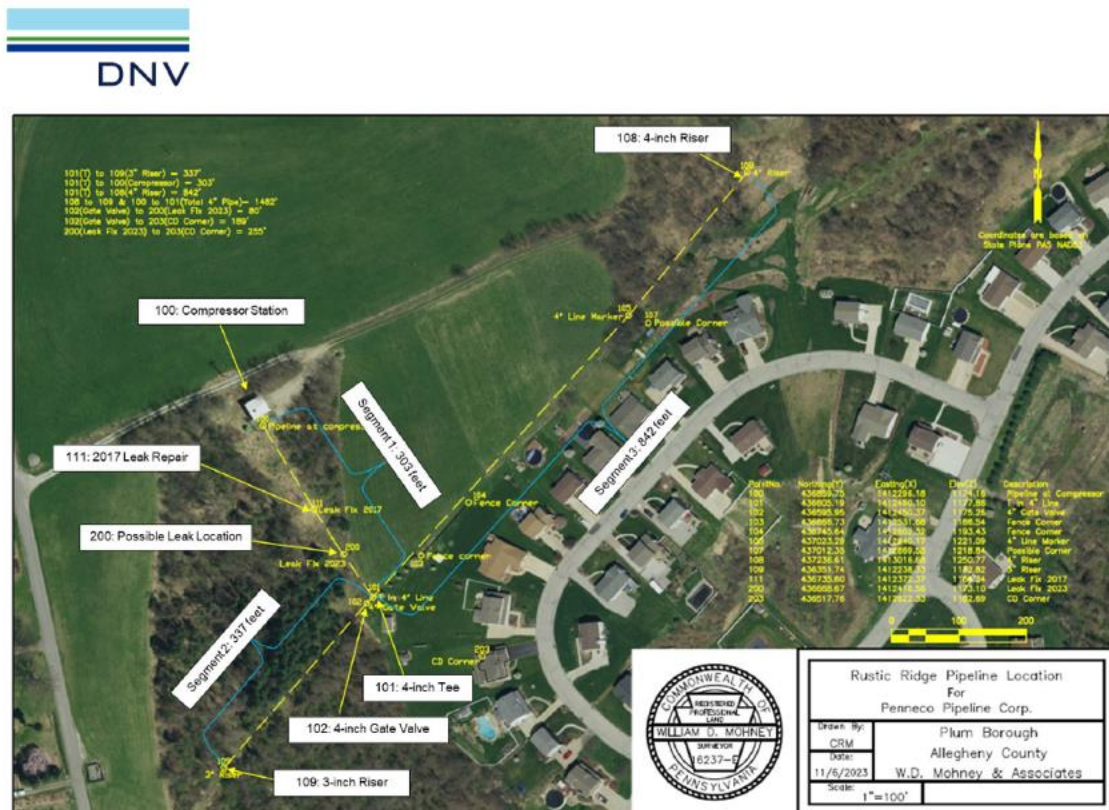
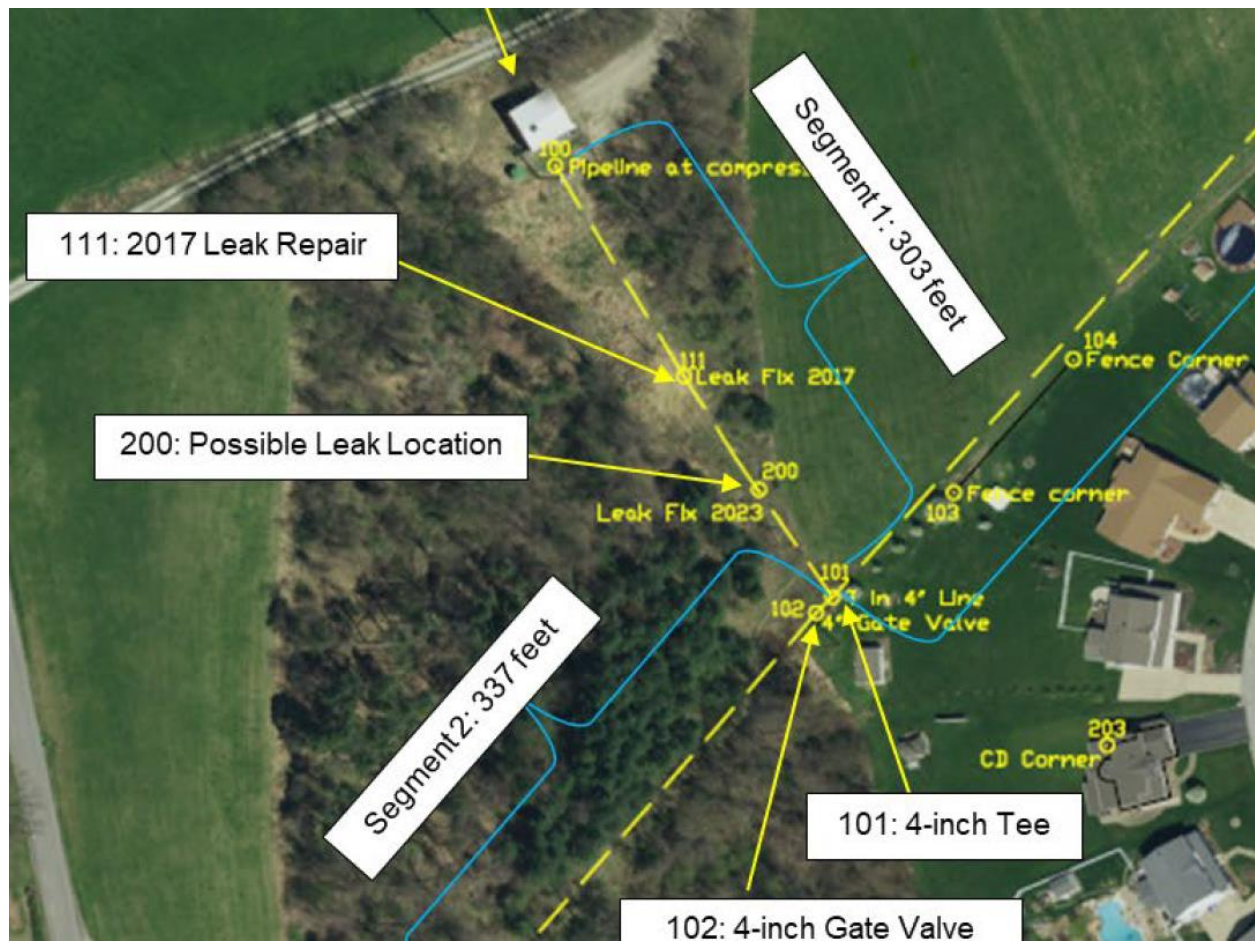


Figure 1. Aerial photograph showing the segment of interest and labels for locations of interest. The yellow dashed line is the approximate location of the pipeline. This aerial photograph is an excerpt from site survey performed by W.D. Mohney and Associates dated 11/6/2023.



112. The gas migrated from the leak and/or leaks toward 141 Rustic Ridge Dr., identified above as point 203.

113. Prior to and on August 12, 2023, the leaking gas entered 141 Rustic Ridge Dr.

114. By the morning of August 12, 2023, the leaking gas had filled the basement of 141 Rustic Ridge Dr.

115. The leaking gas in 141 Rustic Ridge Dr. was odorless.

116. On and before August 12, 2023, AO Smith claimed to be one of the world's leading manufacturers of residential and commercial water heaters and boilers.

117. The water heater in the basement of 141 Rustic Ridge Dr. on and before August 12, 2023 (“subject water heater”) was designed, manufactured, and sold by AO Smith.

118. The subject water heater is designed to heat water by burning utility gas provided directly to the water heater through a designated gas line.

119. The design of the subject water heater, however, also allows it to be fueled by flammable vapors from outside the water heater.

120. At approximately 8:29 am the morning of August 12, 2023, the subject water heater began making noises and continued making noises through the morning.

121. Due to the water heater making noises, several people came to the Oravitz’s home at 141 Rustic Ridge, including:

- a. Michael Thomas;
- b. Kevin Seburnia;
- c. Casey Clontz; and
- d. Keegan Clontz.

122. On and before approximately 10:08 am, the gas line connected to the subject water heater was turned off preventing the utility gas from flowing through the designated gas line to fuel the subject water heater.

123. Despite the production gas line being turned off and no gas flowing through the gas line, the subject water heater continued to make loud and distinct noises.

124. The subject water heater continued to make loud and distinct noises because the water heater was being fueled by the leaked odorless gas that had filled the basement.

125. There are no warnings on or otherwise included with the subject water heater to inform consumers that when the subject water heater makes noises, those noises can result from the water heater burning an external fuel source.

126. To the contrary, AO Smith informs consumers that the water heater making noises is indicative of its proper functioning.

short while.

STRANGE SOUNDS

Possible noises due to expansion and contraction of some metal parts during periods of heat-up and cool-down do not necessarily represent harmful or dangerous conditions.

C. Large amounts of hot water are used in a short time and the refill water in the tank is very cold.

Moisture from the products of combustion condense on the cooler tank surfaces and form drops of water which may fall onto the burner or other hot surfaces to produce a "sizzling" or "frying" noise.

Excessive condensation can cause pilot outage due to

Condensation causes sizzling and popping within the burner area during heating and cooling periods and should be considered normal.

OPERATIONAL CONDITIONS

127. There are no warnings on and/or with the subject water heater to inform consumers that when the subject water heater burns an external fuel source there is a risk of an explosion.

128. The individuals inside and around 141 Rustic Ridge Dr., including Heather Oravitz, Paul Oravitz, Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz, did not know that the subject water heater was burning an external fuel source.

129. During the morning of August 12, 2023, the individuals inside and around 141 Rustic Ridge, including Heather Oravitz, Paul Oravitz, Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz, could not smell the leaking gas.

130. The individuals inside and around 141 Rustic Ridge Dr., including Heather Oravitz, Paul Oravitz, Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz, did not know that the basement of 141 Rustic Ridge Dr. had filled with odorless gas.

131. The individuals inside and around 141 Rustic Ridge Dr., including Heather Oravitz, Paul Oravitz, Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz, did not know there was a risk of explosion in the Oravitz home.

132. At approximately 10:22 am, the gas inside the Oravitz home ignited resulting in a massive explosion.

133. The explosion was captured on a neighbor's doorbell camera and is pictured below.

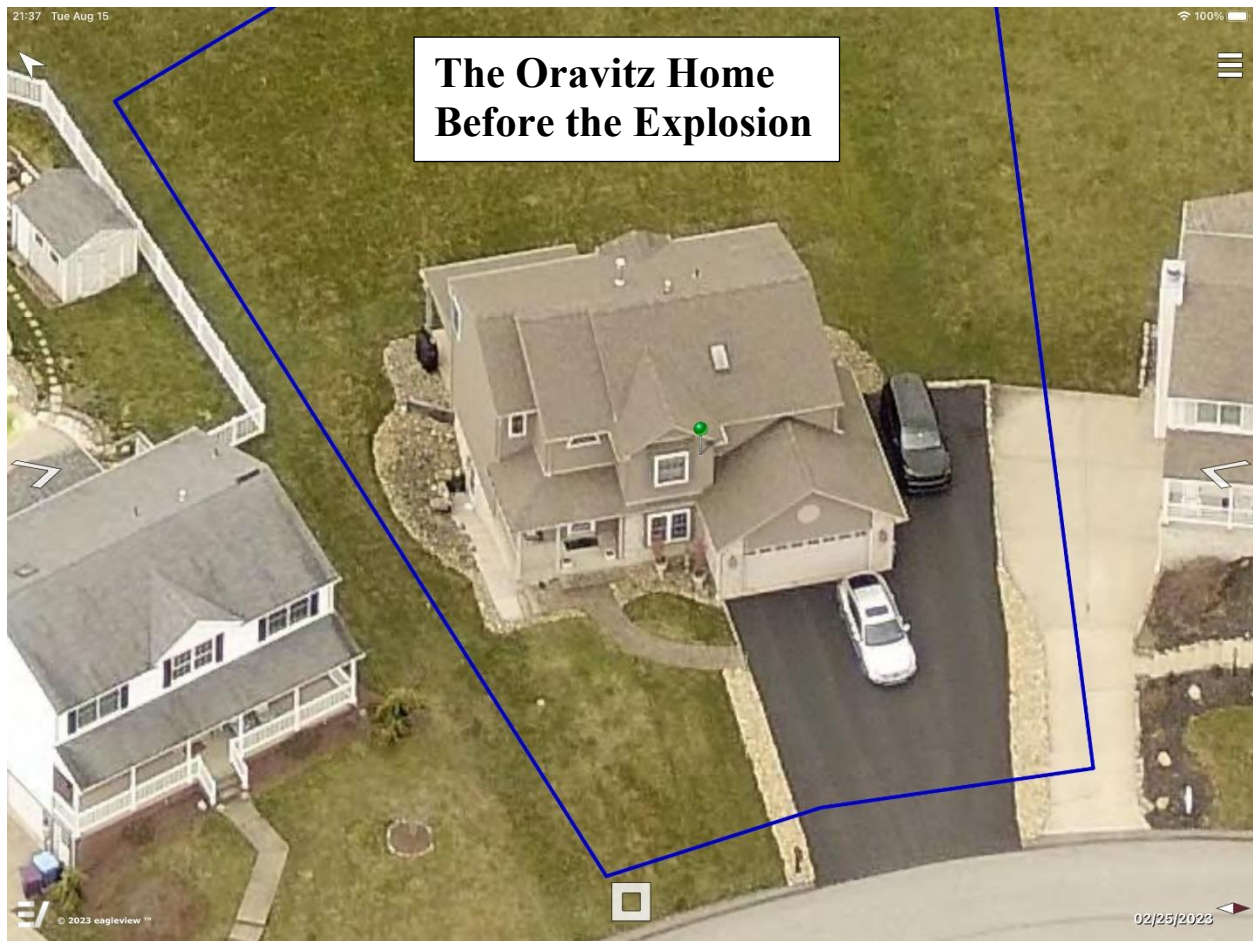








134. The Oravitz home was obliterated by the explosion.





135. Heather Oravitz survived the explosion.

136. Heather Oravitz suffered horrific pain and suffering and unimaginable fear of impending death due to burns and explosion related injuries from 10:22 am to 4:16 pm on August 12, 2023, a time period of 5 hours and 54 mins.

137. Heather Oravitz succumbed to her injuries and passed away at 4:16 pm on August 12, 2023, with her cause of death being blast and thermal trauma from the explosion.

138. Paul Oravitz survived the explosion.

139. Paul Oravitz suffered horrific pain and suffering and unimaginable fear of impending death due to burns and explosion related injuries from 10:22 am on August 12, 2023, to 3:44 pm on August 16, 2023, a duration of 4 days, five hours and 22 minutes.

140. The explosion caused Paul Oravitz to suffer severe burns covering 70.5% of his total body surface area.

141. Paul Oravitz succumbed to his injuries and passed away at 3:44 pm on August 16, 2023, with the cause of his death being blunt force trauma to his chest from the explosion and the house explosion.

142. Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz all survived the explosion.

143. Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz were all trapped in the remains of the basement of the Oravitz home, unable to escape, and surrounded by burning debris.

144. At approximately 10:27 am, responding police confirm neighbors that ran to the scene were able to speak with Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz, but could not free them from the basement of Oravitz home.

145. At 10:31 am, Casey Clontz called his wife, Jen Clontz, from the remains of the basement of the Oravitz home. The call lasted six minutes.

146. Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz all suffered horrific pain and suffering and unimaginable fear of impending death as they survived the explosion but were unable to escape the basement of the Oravitz home.

147. Michael Thomas, Kevin Seburnia, Casey Clontz, and Keegan Clontz died horrific deaths.

148. At all times relevant, Penneco had the ability to regulate and control the pressure on the subject line.

149. Penneco failed to regulate and control the pressure on the subject line.

150. Penneco allowed the pressure on the subject line to increase for 8 months prior to and on August 12, 2023, contributing to the explosion.

151. The day of the explosion, August 12, 2023, the records indicate the pressure on the subject line after the explosion was measured at 63 psi.

152. After the explosion on August 12, 2023, the Penneco Defendants dramatically reduced the pressure on the subject line.

153. Penneco's records document that it reduced the pressure on the line from 63 psi to between 13 psi to 14 psi, with an average of 13.63 psi, between August 18, 2023 to August 28, 2023.

154. On August 8, 2023, four days before the explosion, Peoples Gas refused to allow Penneco to sell its gas because its regulator on the subject line was failing to maintain allowable pressure.

155. Between August 8, 2023 and the explosion on August 12, 2023, Penneco took no steps to repair the failing regulator.

156. Between August 8, 2023 and the explosion on August 12, 2023, Penneco took no steps to lower the pressure on the subject line.

157. Penneco knew that the line was over-pressurized and that allowing such high pressure in the line created a substantial risk the line could fail and an explosion could occur. Despite this knowledge, Penneco failed to address the pressurization prior to the explosion.

158. At all relevant times, Penneco knew that leaking gas posed a significant danger of causing serious bodily injury or death.

159. Between August 8, 2023 and the explosion on August 12, 2023, Penneco took no steps to vent the gas in the subject line.

160. Penneco knew that its decision not to take appropriate actions to remediate the dangerous condition posed a significant risk of grievous bodily harm, injury, or death but nonetheless made the conscious decision not to take these actions and to instead expose Plaintiffs, and others, to this risk.

161. After the explosion, Penneco identified the leak on the subject line.

162. Penneco was capable of identifying the leak on the subject line *before* the explosion.

163. Penneco either identified the leak before the explosion and ignored the leak or Penneco failed to identify the leak despite:

- a. having the ability to identify the leak;
- b. knowing the pressure levels on the line had increased from 13 psi to 63 psi; and,
- c. knowing that the regulator on the main was failing to control pressure on the subject line.

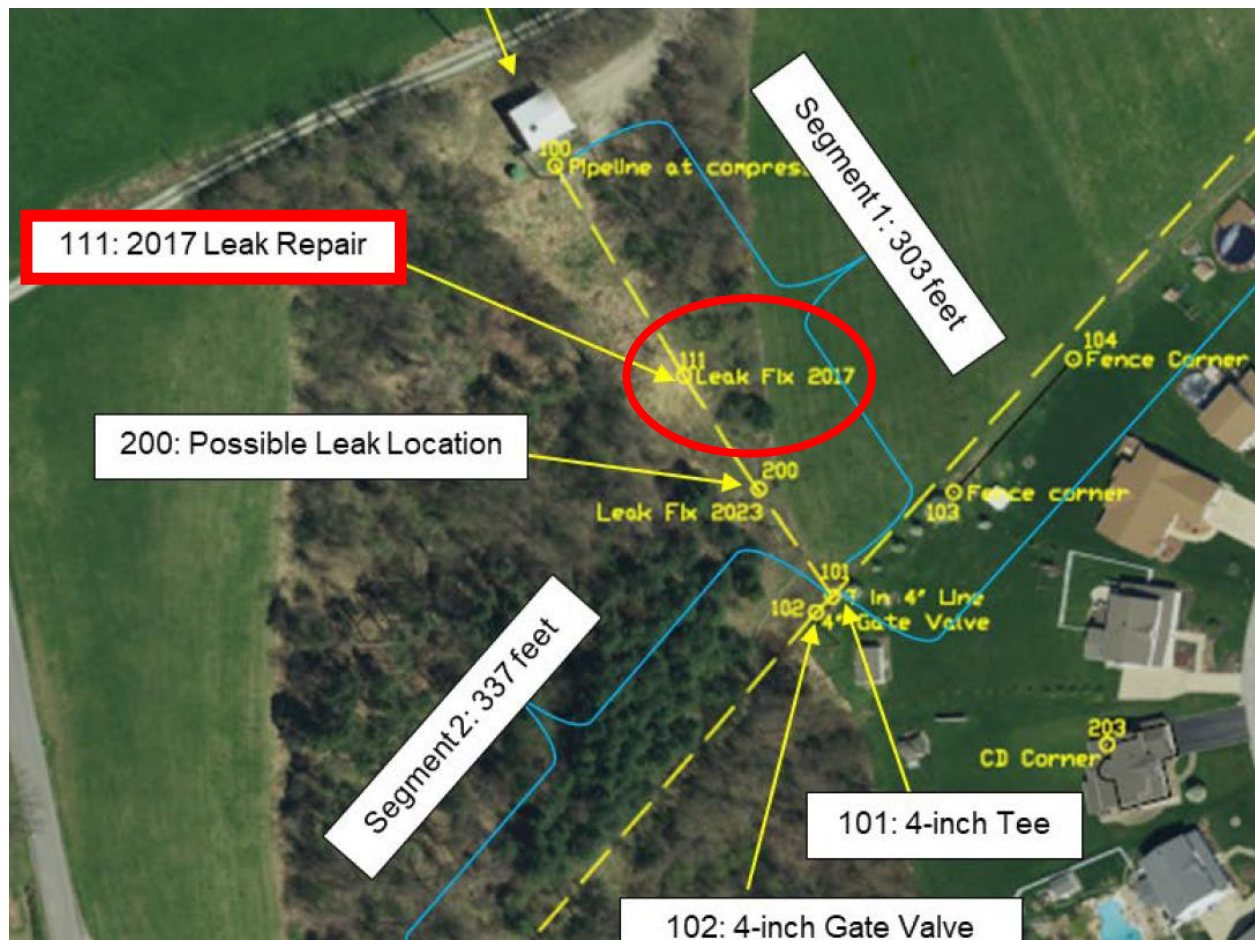
164. Penneco violated 58 Pa.C.S. § 3259(2)(ii) for conducting a production activity in a manner that creates a public nuisance.

165. Penneco violated 58 Pa.C.S. § 3259(2)(ii) for conducting a production activity in a manner that adversely affects public health, safety, welfare and/or the environment.

166. Years before the explosion, Penneco knew there were problems with pipes leaking gas along the subject segment of pipes.

167. In 2017, there was a leak on the same segment of pipe that leaked in 2023.

168. Penneco repaired the leaking pipe on that segment in 2017, marked below at approximately point 111, just north of the 2023 leak, located at approximately point 200.



169. Despite learning of the condition of the pipelines and the propensity for leaks on this segment of pipes years before the August 12, 2023 explosion, Penneco failed to properly monitor the lines, failed to replace leaking pipes, and failed to prevent the subject leak.

170. Penneco's failure to act is outrageous and shows a reckless and conscious disregard for human life.

171. Penneco's actions and failures to act are a direct cause of the explosion.

172. At all relevant times, Penneco was aware of other explosions that resulted in serious injuries and/or deaths as a result of gas leaking from gas lines.

173. Despite Penneco's knowledge: (1) of numerous injuries and/or deaths resulting from explosions caused by leaking gas lines; (2) of numerous prior incidents of explosions caused by gas leaks that had resulted in dangerous accumulations of gas; (3) that excessive pressure of a gas line in its possession and/or control that was located in close proximity to a residential neighborhood; and, (4) that its failed regulator caused an over-pressurization of gas lines which constitutes a dangerous condition that can cause a gas leak and result in a deadly explosion, this Defendants nonetheless ignored the risks that its conduct posed to others, and neglected to take reasonable actions to remediate or repair the dangerous condition of its facilities.

174. Penneco knew, and had reason to know, that its conduct created a high degree of risk of physical harm to another and it nonetheless recklessly disregarded their duty to maintain reasonably safe facilities in a conscious disregard of, or indifference to, that risk.

175. At all relevant times, Penneco knew that its actions and/or failures to act were dangerous and resulted in a substantial risk of grievous bodily harm and/or death.

176. At all relevant times, Peoples Gas was aware of other explosions that resulted in serious injuries and/or deaths as a result of gas leaking from gas lines.

177. Despite Peoples Gas' knowledge: (1) of numerous injuries and/or deaths resulting from explosions caused by leaking gas lines; (2) of numerous prior incidents of explosions caused by gas leaks that had resulted in dangerous accumulations of gas; (3)

that excessive pressure of the Penneco gas line that was located in close proximity to a residential neighborhood; and, (4) that the regulator on the subject line failed and caused an over-pressurization of gas lines which constitutes a dangerous condition that can cause a gas leak and result in a deadly explosion, Peoples Gas nonetheless neglected to replace the failing regulator, repair the failing regulator, determine if the over pressurized subject line was leaking, ensure that the gas on the over pressurized subject line was vented, and/or take reasonable actions to prevent the explosion.

178. Peoples Gas knew, and had reason to know, that its conduct created a high degree of risk of physical harm to another and it nonetheless recklessly disregarded its duty to maintain reasonably safe facilities in a conscious disregard of, or indifference to, that risk.

179. At all relevant times, Peoples Gas knew that its actions and/or failures to act were dangerous and resulted in a substantial risk of grievous bodily harm and/or death.

180. At all relevant times, AO Smith was aware of the danger posed by its water heaters burning external fuel sources, including but not limited to odorless gas.

181. At all relevant times, AO Smith was aware that if its water heater was feeding from an external fuel source, including but not limited to odorless gas, the water heater would make loud noises.

182. At all relevant times, AO Smith knew that if the production gas feeding the water heater through the designated gas line was turned off and the water heater continued to operate and make noises, this is indicative of the water heater feeding from an external fuel source.

183. At all relevant times, AO Smith knew that if its water heaters were fueled by an external fuel source, including odorless gas, there was a likelihood of an explosion that would result in serious injuries and/or deaths.

184. Despite AO Smith's knowledge: (1) of its water heater's capability of feeding from an external fuel source; (2) that when the water heater is fueled by external fuel, that water heater will make loud noises; (3) in the event that there are flammable vapors in the area in sufficient quantities to feed the water heater then this constitutes a dangerous condition that can cause an explosion; (4) AO Smith nonetheless neglected to provide any warnings regarding the potential for the subject water heater to be fueled by odorless gas and AO Smith ensured users that when the water heater made "strange sounds" that those sounds "do not necessarily represent harmful or dangerous conditions" and that those sounds "should be considered normal."

185. AO Smith knew, and had reason to know, that its conduct created a high degree of risk of physical harm to another and it nonetheless recklessly disregarded its duty to warn users in a conscious disregard of, or indifference to, that risk.

186. At all relevant times, AO Smith knew that its actions and/or failures to act were dangerous and resulted in a substantial risk of grievous bodily harm and/or death.

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

COUNT I – NEGLIGENCE and RECKLESSNESS

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, v. **PENNECO OIL COMPANY, INC., DAKOTA OIL AND GAS CO. f/k/a/ PENNECO ENERGY CORPORATION, PENNECO PIPELINE CORPORATION, PENNECO LAND COMPANY, LLC, PENNECO ASSOCIATES OF JOHNSTOWN, PENNECO ASSOCIATES OF JOHNSTOWN II, PENNECO DRILLING ASSOCIATES 1980-1, PENNECO DRILLING ASSOCIATES 1981-1, PENNECO DRILLING ASSOCIATES 2005-1, PENNECO DRILLING ASSOCIATES 2013-1, PENNECO DRILLING ASSOCIATES 1981-2, PENNECO ENVIRONMENTAL SOLUTIONS LLC, PENNECO EXPLORATION & PRODUCTION CO., PENNECO GAS COMPANY, PENNECO OF JOHNSTOWN, INC., PENNECO OIL & GAS, LTD., PENNECO OIL COMPANY, PENNECO OUTDOOR ADVERTISING, INC., JOHN DOE 1, AND JOHN DOE 2**

188. All prior averments are incorporated as if stated fully here.

189. The negligence, recklessness, and wrongful and outrageous conduct of Penneco, their agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Heather Oravitz consisted of the following:

- a. allowing gas to leak from its lines;
- b. allowing gas to leak into the Oravitz home at 141 Rustic Ridge Dr.;
- c. failing to discover the leak;
- d. discovering the leak and failing to take steps to protect families and homes, including the people in 141 Rustic Ridge Dr.;
- e. failing to properly pressurize the subject line;
- f. failing to regulate pressure on the subject line;
- g. failing to control the pressure on the subject line;
- h. allowing the pressure on the subject line to increase;
- i. allowing the subject line to become over pressurized;
- j. failing to properly pressurize the natural gas distribution system;

- k. failing to regulate the pressure on the natural gas distribution system;
- l. failing to control the pressure on the natural gas distribution system;
- m. allowing the pressure on the natural gas distribution system to increase;
- n. allowing the natural gas distribution system to become over pressurized;
- o. allowing the gas to leak due to the line being over pressurized;
- p. failing to prevent the gas from the leaking pipeline from migrating into the Oravitz home;
- q. failing to prevent gas from entering the Oravitz home;
- r. failing to ensure the integrity of the natural gas distribution system, including at the Oravitz home;
- s. failing to prevent gas from leaking into the Oravitz home;
- t. allowing the regulator to fail;
- u. failing to replace the failing regulator;
- v. failing to repair the failing regulator;
- w. failing to reduce the pressure on the over pressurized line;
- x. failing to vent the gas on the over pressurized Szitas line;
- y. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the leaking gas;
- z. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the failing regulator;
- aa. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the rising pressure in the line;
- bb. for being the source of the gas leak;
- cc. for causing the leak;

- dd. for causing the gash/tear in the subject line;
- ee. failing to properly install the natural gas distribution system;
- ff. failing to properly maintain the natural gas distribution system;
- gg. failing to properly service the natural gas distribution system;
- hh. failing to replace the natural gas distribution system;
- ii. allowing leaks to occur on the natural gas distribution system, including but not limited to the subject line;
- jj. failing to properly inspect the natural gas distribution system, including but not limited to the subject;
- kk. failing to conduct appropriate maintenance.
- ll. failing to properly inspect, service, and/or maintain the lines to ensure they were not over pressurized;
- mm. failing to properly inspect, service, and/or maintain the lines to ensure they were not leaking;
- nn. creating a conduit for gas to migrate;
- oo. creating a preferential pathway for the gas to migrate;
- pp. in conducting natural gas extraction activities in proximity to the subject incident that contributed to the explosion;
- qq. violating applicable state, local and/or industry standards.
- rr. violating 58 Pa.C.S. § 3259(2)(ii);
- ss. conducting a production activity in a manner that creates a public nuisance; and
- tt. conducting a production activity in a manner that adversely affects public health, safety, welfare and/or the environment.

190. As a direct, proximate, and foreseeable result of the defendants' negligence, willful, wanton, reckless, and/or outrageous conduct that resulted in Heather Oravitz suffering serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against Penneco Oil Company, Inc., Dakota Oil and Gas Co. *f/k/a* Penneco Energy Corporation, Penneco Pipeline Corporation, Penneco Land Company, LLC, Penneco Associates of Johnstown, Penneco Associates of Johnstown II, Penneco Drilling Associates 1980-1, Penneco Drilling Associates 1981-1, Penneco Drilling Associates 2005-1, Penneco Drilling Associates 2013-1, Penneco Drilling Associates 1981-2, Penneco Environmental Solutions LLC, Penneco Exploration & Production Co., Penneco Gas Company, Penneco of Johnstown, Inc., Penneco Oil & Gas, Ltd., Penneco Oil Company, Penneco Outdoor Advertising, Inc., John Doe 1, and John Doe 2 an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest, allowable cost of suit, and punitive damages.

COUNT II – NEGLIGENCE and RECKLESSNESS

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATEHR L. ORAVITZ**, Deceased, v. **PEOPLES NATURAL GAS COMPANY LLC, JOHN DOE 4, and JOHN DOE 5**

191. All prior averments are incorporated as if stated fully here.

192. The negligence, recklessness, and wrongful and outrageous conduct of Peoples Gas, its agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Heather Oravitz consisted of the following:

- a. failing to shut down the Szitas lines when it discovered that the regulator was failing to hold the appropriate pressure;
- b. failing to vent the Szitas lines when it discovered that the regulator was failing to hold the appropriate pressure;
- c. failing to replace the failing regulator;
- d. failing to repair the failing regulator;
- e. failing to reduce the pressure on the over pressurized line;
- f. failing to take steps to ensure the pressure was realized;
- g. allowing the lines to continue to be charged when it was over pressurized;
- h. failing to discover the leak on the lines;
- i. failing to discover the leak on the subject line;
- j. discovering that the line was over pressurized and failing to take appropriate steps to shut the line down;
- k. discovering the line was leaking and failing to take appropriate steps to shut the line down;
- l. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the leaking gas;
- m. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the failing regulator;
- n. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the rising pressure in the line;
- o. failing to prevent gas from leaking into the Oravitz home;
- p. failing to provide gas to the Oravitz home properly and safely;
- q. failing to ensure the safe, reliable, and efficient delivery of natural gas to its customers, including to the Oravitz home;
- r. failing to ensure the integrity of the natural gas distribution system, including at the Oravitz home;

- s. failing to properly design, operate, inspect, and maintain the gas distribution systems, including to the Oravitz home;
- t. failing to ensure the gas being provided to the Oravitz home contained proper levels of Mercaptan and/or other odorants.
- u. failing to ensure that in the event of a gas leak, the gas was detectable;
- v. failing to properly monitor the levels of mercaptans and/or other odorants in the gas;
- w. failing to prevent gas from leaking into the Oravitz home;
- x. failing to exercise the requisite degree of care and caution in distributing gas to the Oravitz home; and
- y. violating applicable state, local and/or industry standards.

193. As a direct, proximate, and foreseeable result of the defendants' negligence, willful, wanton, reckless, and/or outrageous conduct, Heather Oravitz suffered serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against Peoples Gas, John Doe 4, and John Doe 5 an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration, in compensatory damages against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest, allowable cost of suit, and punitive damages.

COUNT III – NEGLIGENCE and RECKLESSNESS

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ v. AO SMITH CORPORATION and JOHN DOE 3**

194. All prior averments are incorporated as if stated fully here.

195. At all times relevant, AO Smith designed, assembled, manufactured, sold, distributed, and/or placed into the stream of commerce the subject water heater.

196. AO Smith owed a duty to those people using its products and relying on its products, including Heather Oravitz and Paul Oravitz, to provide a reasonably safe product, free from defects which could cause unreasonable hazards.

197. AO Smith knew or should have known of the dangerous condition of the subject water heater, including that the subject water heater could operate by igniting and burning external flammable vapors in the room.

198. AO Smith knew, or should have known, of the dangerous condition of the subject water heater, including that the subject water heater could operate despite the gas in the utility line being shut off by burning external flammable vapors in the room.

199. AO Smith knew, or should have known, of the dangerous condition of the subject water heater, including that if the subject water heater made noises, it was indicative and/or could be indicative that the water heater was burning external flammable vapors and there was a risk of explosion.

200. AO Smith knew, or should have known, there were no warnings and/or inadequate warnings with the subject water heater to inform consumers of the dangers when the subject water heater is burning an external fuel source and/or makes noises.

201. AO Smith knew, or should have known, that are no warnings and/or inadequate warnings with the subject water heater to inform consumers that when the subject water heater burns an external fuel source there is a risk of an explosion.

202. The negligence and wrongful conduct, and/or recklessness of the AO Smith, their agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Heather Oravitz and Paul Oravitz consisted of the following:

- a. failing to provide proper and/or adequate warnings;
- b. affirmatively representing to users of the subject water heater that certain noises and/or “strange sounds” were not of concern and/or “should be considered normal” when it knew that the same could be the result of the subject water heater being externally fueled;
- c. representing that conditions that it knew could be a potential indication of a dangerous and/or deadly condition were harmless and/or benign;
- d. making representations that it knew and/or should have known, would cause users of its product, and others, to believe that flammable vapors, including gas, would always have an attendant odor;
- e. assuring users of its product, and others, that certain sounds emanating from its products were not a cause for concern yet failing to disclose to these individuals that these sounds may be indicative of the water heater combusting in a fuel-rich environment due to an external fuel source, a condition that is extremely dangerous;
- f. failing to ensure that users of the subject water heater were warned of risks of the product they used;
- g. failing to properly warn against dangers associated with the subject water heater;
- h. failing to warn that the subject water heater could burn external flammable vapors despite the gas in the utility line being shut off;
- i. failing to warn that the when the subject water heater made noises it was indicative and/or could be indicative that the water heater was burning external flammable vapors near the water heater.

- j. failing to warn of the extreme danger and risk of explosion that existed if the subject water heater was burning external flammable vapors;
- k. failing to warn of the extreme danger and risk of explosion that existed if the subject water heater was making noises;
- l. failing to warn of the extreme danger and risk of explosion that existed if the utility gas line was shut off and the subject water heater continued to burn fuel and make noises;
- m. failing to adequately inform and warn purchasers and ultimate users of the subject water heater of the potential dangers;
- n. failing to adequately test the subject water heater, including, but not limited to its capacity burn external fuel sources under reasonably foreseeable circumstances;
- o. knowing that the subject water heater would burn external fuel sources under reasonably foreseeable circumstances and failing to design out the risk;
- p. knowing that the subject water heater would burn external fuel sources under reasonably foreseeable circumstances and failing to warn consumers of the risks;
- q. failing to design the subject water heater to assure it would operate properly and safely;
- r. designing, manufacturing, selling, supplying, and distributing the subject water heater in a defective condition;
- s. designing, manufacturing, selling, supplying, and distributing the subject water heater when it was unreasonably dangerous to the user;
- t. designing, manufacturing, selling, supplying, and distributing the subject water heater when it was not reasonably fit, suitable or safe for its intended and represented purpose;
- u. designing, manufacturing, selling, supplying and distributing the subject water heater which could have been designed in a safer manner;
- v. failing to adequately, properly, and/or safely inspect or test the subject water heater or to make necessary corrections and adjustments, which would have revealed or remedied the defective condition;

- w. failing to incorporate safety measures into the subject water heater that would have prevented the risk of injury or death to its user;
- x. failing to either know of prior incidents with the product and/or failing to correct and prevent the same incidents from reoccurring;
- y. failing to adhere to sound engineering principles consistent with all data available regarding the parameters of intended use and expected environment in the design, testing, manufacture, servicing, inspecting, training, warnings, instructions, and/or maintaining of the subject water heater;
- z. failing to exercise the requisite degree of care and caution in the designing, manufacturing, assembling, distributing, selling, servicing, inspecting, training, warning, and/or maintaining of the subject water heater;
- aa. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater when it malfunctioned;
- bb. violating applicable state, local and/or industry standards;
- cc. continuing to sell the water heaters after knowing of other similar incidents; and
- dd. Violating Restatement (Second) of Torts § 388.

203. As a direct, proximate, and foreseeable result of the defendants' negligence, carelessness, negligent acts and/or omissions, willful, wanton, reckless, and/or outrageous conduct Heather Oravitz suffered serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against AO Smith and John Doe 3 in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration against each defendant in

compensatory damages, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit, and punitive damages.

COUNT IV – STRICT LIABILITY

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, v. **A.O. SMITH CORPORATION and JOHN DOE 3**

204. All prior averments are incorporated as if stated fully here.

205. AO Smith designed, assembled, manufactured, distributed, sold, supplied, and placed into the stream of commerce the subject water heater.

206. AO Smith, by and through its agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers, and distributors is strictly liable under §402(A) of the Restatement (Second) of Torts because:

- a. AO Smith engaged in the regular business of designing, assembling, manufacturing, selling, supplying, distributing, and/or placing into the stream of commerce water heaters, including the subject water heater;
- b. The subject water heater involved in the explosion was designed, manufactured, marketed, and placed in the general stream of commerce by AO Smith;
- c. The subject water heater was expected to and did reach users without substantial change in the condition in which it was designed, assembled, manufactured, sold, supplied, distributed, and/or placed into the stream of commerce;
- d. The subject water heater was designed, assembled, manufactured, sold, supplied, distributed, and/or placed into the stream of commerce in the defective condition for the reasons set forth above and below;
- e. The subject water heater was in a defective condition as: (1) the danger contained therein is unknowable and unacceptable to the average or ordinary consumer; and/or (2) a reasonable person would conclude that the probability and seriousness of the harm caused by the product outweigh the burden or costs of taking precautions; and

- f. The subject water heater was in a defective condition as it came with no warnings or information, or inadequate warnings or information, regarding the dangers and risks associated with the product.

207. The defective condition of the subject water heater caused Heather Oravitz's injuries and death and Paul Oravitz's injuries and death.

208. AO Smith, by and through its agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers, and distributors, are strictly liable under § 402(A) of the Restatement of the Law of Torts (Second), and pursuant to Tincher v. Omega Flex, 104 A.3d 328 (Pa. 2014) and its progeny by:

- a. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater in a defective condition;
- b. failing to have warnings and/or failing to have adequate warnings;
- c. failing to provide adequate warnings to the ultimate users of the subject water heater;
- d. failing to provide warnings and/or failing to provide adequate warnings regarding the subject water heater making noises;
- e. failing to provide warnings and/or failing to provide adequate warnings regarding the subject water heater continuing to burn fuel after the gas line to the water heater is turned off;
- f. failing to provide warnings and/or failing to provide adequate warnings regarding the subject water heater burning external gas, vapors and/or fuel.
- g. failing to provide warnings and/or failing to provide adequate warnings to inform users that when the subject water heater makes noises that can be result of it burning an external fuel source;
- h. failing to provide warnings and/or failing to provide adequate warnings to inform users that when the subject water heater burns an external fuel source there is a risk of an explosion.

- i. designing, assembling, manufacturing, selling, supplying and/or distributing the subject water heater which was not safe for its intended and represented purposes;
- j. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater which was unreasonably dangerous to the user;
- k. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater which was not reasonably fit, suitable, or safe for its intended and represented purpose;
- l. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater which lacked necessary safety features to protect users of said product;
- m. designing, assembling, manufacturing, selling, supplying and/or distributing the subject water heater which could have been designed more safely; and
- n. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater that malfunctioned.

209. By reason of the breach of duties—pursuant to § 402(A) of the Restatement of the Law of Torts (Second), and pursuant to Tincher v. Omega Flex, 104 A.3d 328 (Pa. 2014) and its progeny— AO Smith, by and through its agents, servants, workmen, contractors, suppliers, distributors and/or employees as aforesaid, caused Heather Oravitz’s injuries and death and caused Paul Oravitz’s injuries and death.

210. AO Smith is strictly liable to plaintiffs.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against AO Smith Corporation and John Doe 3 in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory

damages, against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit, and punitive damages.

COUNT V – NEGLIGENCE

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ** v. **GRASINGER HOMES INC., JOHN DOE 6, and JOHN DOE 7**

211. All prior averments are incorporated as if stated fully here.

212. The negligence and wrongful conduct of Grasinger, their agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Heather Oravitz and Paul Oravitz consisted of the following:

- a. Developing the Rustic Ridge Housing development when it was unsafe to do so;
- b. Developing the Rustic Ridge Housing development in close proximity to gas distribution lines;
- c. Developing the Rustic Ridge Housing development knowing of gas related incidents;
- d. In developing and building 141 Rustic Ridge in a manner that increased the risk of the accumulation and migration of gas;
- e. Building homes in an area where it was unsafe;
- f. Building 141 Rustic Ridge Dr. in an area where it was unsafe;
- g. Building 141 Rustic Ridge Dr. in an area where there was a risk of gas accumulation;
- h. Building 141 Rustic Ridge Dr. without proper and adequate gas detection devices when Defendants knew or should have known that there was lines containing odorless gas in close proximity to the home;
- i. Building 141 Rustic Ridge Dr. without proper and adequate gas detection devices when Defendants knew that there was a significant risk of gas related incidents;

- j. Developing and building Rustic Ridge homes, including 141 Rustic Ridge Dr. when there was a risk of those homes exploding
- k. Failing to advise homeowners, including but not limited to: Paul Oravitz and Heather Oravitz, of the risk posed by the proximity of the gas distribution lines;
- l. Building, developing, and selling homes without gas detection devices;
- m. Building, developing, and selling homes without gas detection devices when they knew that there was a significant risk of gas accumulation; and
- n. Building, developing, and selling homes without gas detection devices when they knew that there was a significant risk of gas related incidents.

213. As a direct, proximate, and foreseeable result of the defendants' negligence, carelessness, and/or negligent acts and omissions, Heather Oravitz suffered serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against Grasinger Homes Inc., John Doe 6, and John Doe 7, in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit.

COUNT VI – NEGLIGENCE

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ** v. **JOHN DOE 8**

214. All prior averments are incorporated as if stated fully here.

215. The negligence and wrongful conduct of John Doe 8, its agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Heather Oravitz consisted of the following:

- a. allowing gas to leak from its lines;
- b. allowing gas to leak into the Oravitz home at 141 Rustic Ridge Dr.;
- c. failing to discover the leak;
- d. discovering the leak and failing to take steps to protect families and homes, including the people in 141 Rustic Ridge Dr.;
- e. failing to properly pressurize the subject line;
- f. failing to regulate pressure on the subject line;
- g. failing to control the pressure on the subject line;
- h. allowing the pressure on the subject line to increase;
- i. allowing the subject line to become over pressurized;
- j. failing to properly pressurize the natural gas distribution system;
- k. failing to regulate the pressure on the natural gas distribution system;
- l. failing to control the pressure on the natural gas distribution system;
- m. allowing the pressure on the natural gas distribution system to increase;
- n. allowing the natural gas distribution system to become over pressurized;
- o. allowing the gas to leak due to the line being over pressurized;
- p. failing to prevent leaking gas from entering into the Oravitz home;
- q. failing to ensure the integrity of the natural gas distribution system, including at the Oravitz home;
- r. failing to prevent gas from migrating into the Oravitz home;

- s. allowing the regulator to fail;
- t. failing to replace the failing regulator;
- u. failing to repair the failing regulator;
- v. failing to reduce the pressure on the over pressurized line;
- w. failing to vent the gas on the over pressurized Szitas line;
- x. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the leaking gas;
- y. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the failing regulator;
- z. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the rising pressure in the line;
- aa. for being the source of the gas leak;
- bb. for causing the leak;
- cc. for causing the gash/tear in the subject line;
- dd. failing to properly install the natural gas distribution system;
- ee. failing to properly maintain the natural gas distribution system;
- ff. failing to properly service the natural gas distribution system;
- gg. failing to replace the natural gas distribution system;
- hh. allowing leaks to occur on the natural gas distribution system, including but not limited to the subject line;
- ii. failing to properly inspect the natural gas distribution system, including but not limited to the subject;
- jj. failing to conduct appropriate maintenance.
- kk. failing to properly inspect, service, and/or maintain the lines to ensure they were not over pressurized;
- ll. failing to properly inspect, service, and/or maintain the lines to ensure they were not leaking;

- mm. creating a conduit for gas to migrate;
- nn. creating a preferential pathway for the gas to migrate;
- oo. in conducting natural gas extraction activities in proximity to the subject incident that contributed to the explosion;
- pp. violating applicable state, local and/or industry standards.
- qq. violating 58 Pa.C.S. § 3259(2)(ii);
- rr. conducting a production activity in a manner that creates a public nuisance; and
- ss. conducting a production activity in a manner that adversely affects public health, safety, welfare and/or the environment.

216. As a direct, proximate, and foreseeable result of the defendants' negligence, carelessness, negligent acts and/or omissions, willful, wanton, reckless, and/or indifference conduct that resulted in Heather Oravitz suffering serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against John Doe 8 in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages, delay damages pursuant to Pa. R.C.P. 238, interest, allowable cost of suit, and punitive damages.

COUNT VII – WRONGFUL DEATH

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased
v. ALL DEFENDANTS

217. All prior averments are incorporated as if stated fully here.

218. Defendants acted negligently, recklessly and with reckless indifference and caused the death of Heather L. Oravitz, as set forth in the preceding paragraphs.

219. Plaintiffs, Taylor L. Oravitz and Cole D. Oravitz, bring this action under and by virtue of 42 Pa. C.S. §8301, commonly known as the Pennsylvania Wrongful Death Act as their mother Heather Oravitz's wrongful death beneficiaries against all defendants for wrongful death and claims all benefits of the Wrongful Death Act or law governing wrongful death actions.

220. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries suffered, are suffering, and will suffer for an indefinite period of time in the future, damages, injuries, and losses, including, but not limited to, a loss of financial support, and the beneficiaries have been wrongfully deprived of the contributions they would have received from decedent, Heather L. Oravitz.

221. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries have been, continue to be, and will be in the future wrongfully deprived of large and various sums of money which decedent would have contributed to their support.

222. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries incurred or have been caused to incur various funeral, burial, estate, and administrative expenses.

223. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries have been, continue to be and will be in the future, wrongfully deprived of the services, society and comfort which decedent would have provided including work around the home, physical comfort, and services.

224. Plaintiffs, on behalf of themselves and all persons entitled to recover under law, claim all medical, funeral, burial, and estate administration expenses, the loss of services, society, and comfort due to the death of their mother Heather L Oravitz, all pecuniary loss suffered by decedent's next of kin/statutory beneficiaries by reason of the death of Heather L Oravitz and all other damages recoverable under applicable law.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against each defendant in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages, punitive damages, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit.

COUNT VIII – SURVIVAL ACTION

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **HEATHER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased
v. ALL DEFENDANTS

225. All prior averments are incorporated as if stated fully here.

226. Plaintiffs, Taylor L. Oravitz and Cole D. Oravitz individually as the surviving children of Heather L. Oravitz and as the Co-Administrators and Co-Personal Representatives of the Estate of Heather L. Oravitz, Deceased, bring this action under and by virtue of 42 Pa. C.S. §8302, commonly known as the Pennsylvania Survival Act, and claims all benefits of the Survival Act or law governing the survival of actions.

227. As a direct and proximate result of the foregoing, decedent, Heather L. Oravitz, has been, is being, and will be in the future wrongfully deprived of earnings and the right to earn a living.

228. As a direct and proximate result of the foregoing, the Estate of Heather L. Oravitz claims damages for decedent's loss of future earnings and loss of future earning capacity.

229. Plaintiffs, on behalf of the Estate of Heather L. Oravitz, claims all damages suffered by the Estate by reason of the death of Heather Oravitz, including without limiting the generality of the foregoing: damages for the anxiety, fear, serious injuries, the great and unspeakable conscious pain and suffering, both physical and emotional, and other intangible losses which Heather Oravitz underwent prior to her death; the loss of life and of life's pleasures, the loss of future earning capacity suffered by Heather Oravitz from the date of his death until such time in the future that he would have lived had he not died as a result of the injuries she sustained; and the total limitation and deprivation of his normal activities, pursuits, and pleasures from the date of her death until such time in the future as she would have lived had he not died as a result of the injuries sustained by reason of the negligence, carelessness, recklessness, gross negligence, and other liability-producing conduct of the defendants.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **HEAHTER L. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **HEATHER L. ORAVITZ**, Deceased, demand judgment against each defendant in an amount in excess of Fifty Thousand Dollars

(\$50,000.00) or in excess of the limits of Arbitration in compensatory damages, punitive damages, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit.

COUNT IX – NEGLIGENCE and RECKLESSNESS

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, v. **PENNECO OIL COMPANY, INC., DAKOTA OIL AND GAS CO. f/k/a/ PENNECO ENERGY CORPORATION, PENNECO PIPELINE CORPORATION, PENNECO LAND COMPANY, LLC, PENNECO ASSOCIATES OF JOHNSTOWN, PENNECO ASSOCIATES OF JOHNSTOWN II, PENNECO DRILLING ASSOCIATES 1980-1, PENNECO DRILLING ASSOCIATES 1981-1, PENNECO DRILLING ASSOCIATES 2005-1, PENNECO DRILLING ASSOCIATES 2013-1, PENNECO DRILLING ASSOCIATES 1981-2, PENNECO ENVIRONMENTAL SOLUTIONS LLC, PENNECO EXPLORATION & PRODUCTION CO., PENNECO GAS COMPANY, PENNECO OF JOHNSTOWN, INC., PENNECO OIL & GAS, LTD., PENNECO OIL COMPANY, PENNECO OUTDOOR ADVERTISING, INC., JOHN DOE 1, AND JOHN DOE 2**

230. All prior averments are incorporated as if stated fully here.

231. The negligence, recklessness, and wrongful and outrageous conduct of Penneco, their agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Paul Oravitz consisted of the following:

- a. allowing gas to leak from its lines;
- b. allowing gas to leak into the Oravitz home at 141 Rustic Ridge Dr.;
- c. failing to discover the leak;
- d. discovering the leak and failing to take steps to protect families and homes, including the people in 141 Rustic Ridge Dr.;
- e. failing to properly pressurize the subject line;
- f. failing to regulate pressure on the subject line;
- g. failing to control the pressure on the subject line;

- h. allowing the pressure on the subject line to increase;
- i. allowing the subject line to become over pressurized;
- j. failing to properly pressurize the natural gas distribution system;
- k. failing to regulate the pressure on the natural gas distribution system;
- l. failing to control the pressure on the natural gas distribution system;
- m. allowing the pressure on the natural gas distribution system to increase;
- n. allowing the natural gas distribution system to become over pressurized;
- o. allowing the gas to leak due to the line being over pressurized;
- p. failing to prevent gas from migrating into the Oravitz home;
- q. failing to ensure the integrity of the natural gas distribution system, including at the Oravitz home;
- r. failing to prevent gas from leaking into the Oravitz home;
- s. allowing the regulator to fail;
- t. failing to replace the failing regulator;
- u. failing to repair the failing regulator;
- v. failing to reduce the pressure on the over pressurized line;
- w. failing to vent the gas on the over pressurized Szitas line;
- x. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the leaking gas;
- y. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the failing regulator;
- z. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the rising pressure in the line;
- aa. for being the source of the gas leak;

- bb. for causing the leak;
- cc. for causing the gash/tear in the subject line;
- dd. failing to properly install the natural gas distribution system;
- ee. failing to properly maintain the natural gas distribution system;
- ff. failing to properly service the natural gas distribution system;
- gg. failing to replace the natural gas distribution system;
- hh. allowing leaks to occur on the natural gas distribution system, including but not limited to the subject line;
- ii. failing to properly inspect the natural gas distribution system, including but not limited to the subject;
- jj. failing to conduct appropriate maintenance.
- kk. failing to properly inspect, service, and/or maintain the lines to ensure they were not over pressurized;
- ll. failing to properly inspect, service, and/or maintain the lines to ensure they were not leaking;
- mm. creating a conduit for gas to migrate;
- nn. creating a preferential pathway for the gas to migrate;
- oo. in conducting natural gas extraction activities in proximity to the subject incident that contributed to the explosion;
- pp. violating applicable state, local and/or industry standards.
- qq. violating 58 Pa.C.S. § 3259(2)(ii);
- rr. conducting a production activity in a manner that creates a public nuisance; and
- ss. conducting a production activity in a manner that adversely affects public health, safety, welfare and/or the environment.

232. As a direct, proximate, and foreseeable result of the defendants' negligence, carelessness, negligent acts and/or omissions, willful, wanton, reckless, and/or indifference conduct that resulted in Paul Oravitz suffering serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ** demand judgment against Penneco Oil Company, Inc., Dakota Oil and Gas Co. *f/k/a* Penneco Energy Corporation, Penneco Pipeline Corporation, Penneco Land Company, LLC, Penneco Associates of Johnstown, Penneco Associates of Johnstown II, Penneco Drilling Associates 1980-1, Penneco Drilling Associates 1981-1, Penneco Drilling Associates 2005-1, Penneco Drilling Associates 2013-1, Penneco Drilling Associates 1981-2, Penneco Environmental Solutions LLC, Penneco Exploration & Production Co., Penneco Gas Company, Penneco of Johnstown, Inc., Penneco Oil & Gas, Ltd., Penneco Oil Company, Penneco Outdoor Advertising, Inc., John Doe 1, and John Doe 2 in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest, allowable cost of suit, and punitive damages.

COUNT X – NEGLIGENCE and RECKLESSNESS

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ, Deceased, v. PEOPLES NATURAL GAS COMPANY LLC, JOHN DOE 4, and JOHN DOE 5**

233. All prior averments are incorporated as if stated fully here.

234. The negligence, recklessness, and wrongful and outrageous conduct of Peoples Gas, their agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Paul Oravitz consisted of the following:

- a. failing to shut down the Szitas lines when it discovered that the regulator was failing to hold the appropriate pressure;
- b. failing to vent the Szitas lines when it discovered that the regulator was failing to hold the appropriate pressure;
- c. failing to replace the failing regulator;
- d. failing to repair the failing regulator;
- e. failing to reduce the pressure on the over pressurized line;
- f. failing to take steps to ensure the pressure was realized;
- g. allowing the lines to continue to be charged when it was over pressurized;
- h. failing to discover the leak on the lines;
- i. failing to discovery the leak on the subject line;
- j. discovering that the line was over pressurized and failing to take appropriate steps to shut the line down;
- k. discovering the line was leaking and failing to take appropriate steps to shut the line down;
- l. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the leaking gas;
- m. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the failing regulator;
- n. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the rising pressure in the line;
- o. failing to prevent gas from migrating into the Oravitz home;
- p. failing to provide gas to the Oravitz home properly and safely;

- q. failing to ensure the safe, reliable, and efficient delivery of natural gas to its customers, including to the Oravitz home;
- r. failing to ensure the integrity of the natural gas distribution system, including at the Oravitz home;
- s. failing to properly design, operate, inspect, and maintain the gas distribution systems, including to the Oravitz home;
- t. failing to ensure the gas being provided to the Oravitz home contained proper levels of Mercaptan and/or other odorants.
- u. failing to ensure that in the event of a gas leak, the gas was detectable;
- v. failing to properly monitor the levels of mercaptans and/or other odorants in the gas;
- w. failing to prevent gas from leaking into the Oravitz home;
- x. failing to exercise the requisite degree of care and caution in distributing gas to the Oravitz home; and
- y. violating applicable state, local and/or industry standards.

235. As a direct, proximate, and foreseeable result of defendants' negligence, willful, wanton, reckless, and/or outrageous conduct, Paul Oravitz suffered serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, demand judgment against Peoples Gas, John Doe 4, and John Doe 5 an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration, in compensatory damages against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest, allowable cost of suit, and punitive damages.

COUNT XI – NEGLIGENCE and RECKLESSNESS

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ** v. **AO SMITH CORPORATION and JOHN DOE 3**

236. All prior averments are incorporated as if stated fully here.

237. At all times relevant, AO Smith designed, assembled, manufactured, sold, distributed, and/or placed into the stream of commerce the subject water heater.

238. AO Smith owed a duty to those people using its products and relying on its products, including Heather Oravitz and Paul Oravitz, to provide a reasonably safe product, free from defects which could cause unreasonable hazards.

239. AO Smith knew or should have known of the dangerous condition of the subject water heater, including that the subject water heater could operate by igniting and burning external flammable vapors in the room.

240. AO Smith knew, or should have known, of the dangerous condition of the subject water heater, including that the subject water heater could operate despite the gas in the utility line being shut off by burning external flammable vapors near the water heater.

241. AO Smith knew, or should have known, of the dangerous condition of the subject water heater, including that if the subject water heater made noises, it was indicative and/or could be indicative that the water heater was burning external flammable vapors and there was a risk of explosion.

242. AO Smith knew, or should have known, there were no warnings and/or inadequate warnings with the subject water heater to inform consumers of the dangers when the subject water heater is burning an external fuel source and/or makes noises.

243. AO Smith knew, or should have known, that are no warnings and/or inadequate warnings with the subject water heater to inform consumers that when the subject water heater burns an external fuel source there is a risk of an explosion.

244. The negligence, wrongful conduct, and/or recklessness of AO Smith, their agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Heather Oravitz and Paul Oravitz consisted of the following:

- a. failing to provide proper and/or adequate warnings;
- b. affirmatively representing to users of the subject water heater that certain noises and/or “strange sounds” were not of concern and/or “should be considered normal” when it knew that the same could be the result of the subject water heater being externally fueled;
- c. representing that conditions that it knew could be a potential indication of a dangerous and/or deadly condition were harmless and/or benign;
- d. making representations that it knew and/or should have known, would cause users of its product, and others, to believe that flammable vapors, including gas, would always have an attendant odor;
- e. assuring users of its product, and others, that certain sounds emanating from its products were not a cause for concern yet failing to disclose to these individuals that these sounds may be indicative of the water heater combusting in a fuel-rich environment due to an external fuel source, a condition that is extremely dangerous;
- f. failing to ensure that users of the subject water heater were warned of risks of the product they used;
- g. failing to properly warn against dangers associated with the subject water heater;
- h. failing to warn that the subject water heater could burn external flammable vapors despite the gas in the utility line being shut off;
- i. failing to warn that the when the subject water heater made noises it was indicative and/or could be indicative that the water heater was burning external flammable near the water heater.

- j. failing to warn of the extreme danger and risk of explosion that existed if the subject water heater was burning external flammable vapors;
- k. failing to warn of the extreme danger and risk of explosion that existed if the subject water heater was making noises;
- l. failing to warn of the extreme danger and risk of explosion that existed if the utility gas line was shut off and the subject water heater continued to burn fuel and make noises;
- m. failing to adequately inform and warn purchasers and ultimate users of the subject water heater of the potential dangers;
- n. failing to adequately test the subject water heater, including, but not limited to its capacity burn external fuel sources under reasonably foreseeable circumstances;
- o. knowing that the subject water heater would burn external fuel sources under reasonably foreseeable circumstances and failing to design out the risk;
- p. knowing that the subject water heater would burn external fuel sources under reasonably foreseeable circumstances and failing to warn consumers of the risks;
- q. failing to design the subject water heater to assure it would operate properly and safely;
- r. designing, manufacturing, selling, supplying, and distributing the subject water heater in a defective condition;
- s. designing, manufacturing, selling, supplying, and distributing the subject water heater when it was unreasonably dangerous to the user;
- t. designing, manufacturing, selling, supplying, and distributing the subject water heater when it was not reasonably fit, suitable or safe for its intended and represented purpose;
- u. designing, manufacturing, selling, supplying and distributing the subject water heater which could have been designed in a safer manner;
- v. failing to adequately, properly, and/or safely inspect or test the subject water heater or to make necessary corrections and adjustments, which would have revealed or remedied the defective condition;

- w. failing to incorporate safety measures into the subject water heater that would have prevented the risk of injury or death to its user;
- x. failing to either know of prior incidents with the product and/or failing to correct and prevent the same incidents from reoccurring;
- y. failing to adhere to sound engineering principles consistent with all data available regarding the parameters of intended use and expected environment in the design, testing, manufacture, servicing, inspecting, training, warnings, instructions, and/or maintaining of the subject water heater;
- z. failing to exercise the requisite degree of care and caution in the designing, manufacturing, assembling, distributing, selling, servicing, inspecting, training, warning, and/or maintaining of the subject water heater;
- aa. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater when it malfunctioned;
- bb. violating applicable state, local and/or industry standards;
- cc. continuing to sell the water heaters after knowing of other similar incidents; and
- dd. Violating Restatement (Second) of Torts § 388.

245. As a direct, proximate, and foreseeable result of defendants' negligence, carelessness, negligent acts and/or omissions, willful, wanton, reckless, and/or outrageous conduct, Paul Oravitz suffered serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, demand judgment against AO Smith and John Doe 3 in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration against each defendant in compensatory damages, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit, and punitive damages.

COUNT XII – STRICT LIABILITY

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, v. **A.O. SMITH CORPORATION and JOHN DOE 3**

246. All prior averments are incorporated as if stated fully here.

247. AO Smith designed, assembled, manufactured, distributed, sold, supplied, and placed into the stream of commerce the subject water heater.

248. AO Smith, by and through its agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers, and distributors is strictly liable under §402(A) of the Restatement (Second) of Torts because:

- a. AO Smith engaged in the regular business of designing, assembling, manufacturing, selling, supplying, distributing, and/or placing into the stream of commerce water heaters, including the subject water heater;
- b. The subject water heater involved in the explosion was designed, manufactured, marketed, and placed in the general stream of commerce by AO Smith;
- c. The subject water heater was expected to and did reach users without substantial change in the condition in which it was designed, assembled, manufactured, sold, supplied, distributed, and/or placed into the stream of commerce;
- d. The subject water heater was designed, assembled, manufactured, sold, supplied, distributed, and/or placed into the stream of commerce in the defective condition for the reasons set forth above and below;
- e. The subject water heater was in a defective condition as: (1) the danger contained therein is unknowable and unacceptable to the average or ordinary consumer; and/or (2) a reasonable person would conclude that the probability and seriousness of the harm caused by the product outweigh the burden or costs of taking precautions; and
- f. The subject water heater was in a defective condition as it came with no warnings or information, or inadequate warnings or information, regarding the dangers and risks associated with the product.

249. The defective condition of the subject water heater caused Heather Oravitz's injuries and death and Paul Oravitz's injuries and death.

250. AO Smith, by and through its agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers, and distributors, are strictly liable under § 402(A) of the Restatement of the Law of Torts (Second), and pursuant to Tincher v. Omega Flex, 104 A.3d 328 (Pa. 2014) and its progeny by:

- a. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater in a defective condition;
- b. failing to have warnings and/or failing to have adequate warnings;
- c. failing to provide adequate warnings to the ultimate users of the subject water heater;
- d. failing to provide warnings and/or failing to provide adequate warnings regarding the subject water heater making noises;
- e. failing to provide warnings and/or failing to provide adequate warnings regarding the subject water heater continuing to burn fuel after the gas line to the water heater is turned off;
- f. failing to provide warnings and/or failing to provide adequate warnings regarding the subject water heater burning external gas, vapors and/or fuel.
- g. failing to provide warnings and/or failing to provide adequate warnings to inform users that when the subject water heater makes noises that can be result of it burning an external fuel source;
- h. failing to provide warnings and/or failing to provide adequate warnings to inform users that when the subject water heater burns an external fuel source there is a risk of an explosion.
- i. designing, assembling, manufacturing, selling, supplying and/or distributing the subject water heater which was not safe for its intended and represented purposes;
- j. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater which was unreasonably dangerous to the user;

- k. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater which was not reasonably fit, suitable, or safe for its intended and represented purpose;
- l. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater which lacked necessary safety features to protect users of said product;
- m. designing, assembling, manufacturing, selling, supplying and/or distributing the subject water heater which could have been designed more safely; and
- n. designing, assembling, manufacturing, selling, supplying and distributing the subject water heater that malfunctioned.

251. By reason of the breach of duties—pursuant to § 402(A) of the Restatement of the Law of Torts (Second), and pursuant to Tincher v. Omega Flex, 104 A.3d 328 (Pa. 2014) and its progeny— AO Smith, by and through its agents, servants, workmen, contractors, suppliers, distributors and/or employees as aforesaid, caused Heather Oravitz’s injuries and death and caused Paul Oravitz’s injuries and death.

252. AO Smith is strictly liable to plaintiffs.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, demand judgment against AO Smith Corporation and John Doe 3 in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages, against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit, and punitive damages.

COUNT XIII – NEGLIGENCE

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ v. GRASINGER HOMES INC., JOHN DOE 6, and JOHN DOE 7**

253. All prior averments are incorporated as if stated fully here.

254. The negligence and wrongful conduct of Grasinger, their agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Heather Oravitz and Paul Oravitz consisted of the following:

- a. Developing the Rustic Ridge Housing development when it was unsafe to do so;
- b. Developing the Rustic Ridge Housing development in close proximity to gas distribution lines;
- c. Developing the Rustic Ridge Housing development knowing of gas related incidents;
- d. In developing and building 141 Rustic Ridge in a manner that increased the risk of the accumulation and migration of gas;
- e. Building homes in an area where it was unsafe;
- f. Building 141 Rustic Ridge Dr. in an area where it was unsafe;
- g. Building 141 Rustic Ridge Dr. in an area where there was a risk of gas accumulation;
- h. Building 141 Rustic Ridge Dr. without proper and adequate gas detection devices when Defendants knew or should have known that there was lines containing odorless gas in close proximity to the home;
- i. Building 141 Rustic Ridge Dr. without proper and adequate gas detection devices when Defendants knew that there was a significant risk of gas related incidents;
- j. Developing and building Rustic Ridge homes, including 141 Rustic Ridge Dr. when there was a risk of those homes exploding

- k. Failing to advise homeowners, including but not limited to: Paul Oravitz and Heather Oravitz, of the risk posed by the proximity of the gas distribution lines;
- l. Building, developing, and selling homes without gas detection devices;
- m. Building, developing, and selling homes without gas detection devices when they knew that there was a significant risk of gas accumulation; and
- n. Building, developing, and selling homes without gas detection devices when they knew that there was a significant risk of gas related incidents.

255. As a direct, proximate, and foreseeable result of the defendants' negligence, carelessness, and/or negligent acts and omissions, Paul Oravitz suffered serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, demand judgment against Grasinger Homes Inc., John Doe 6, and John Doe 7, in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages against each defendant, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit.

COUNT XIV – NEGLIGENCE

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ** v. **JOHN DOE 8**

256. All prior averments are incorporated as if stated fully here.

257. The negligence and wrongful conduct of John Doe 8, its agents, servants and/or employees, which are the proximate cause of the fatal injuries suffered by Paul Oravitz consisted of the following:

- a. allowing gas to leak from its lines;
- b. allowing gas to leak into the Oravitz home at 141 Rustic Ridge Dr.;
- c. failing to discover the leak;
- d. discovering the leak and failing to take steps to protect families and homes, including the people in 141 Rustic Ridge Dr.;
- e. failing to properly pressurize the subject line;
- f. failing to regulate pressure on the subject line;
- g. failing to control the pressure on the subject line;
- h. allowing the pressure on the subject line to increase;
- i. allowing the subject line to become over pressurized;
- j. failing to properly pressurize the natural gas distribution system;
- k. failing to regulate the pressure on the natural gas distribution system;
- l. failing to control the pressure on the natural gas distribution system;
- m. allowing the pressure on the natural gas distribution system to increase;
- n. allowing the natural gas distribution system to become over pressurized;
- o. allowing the gas to leak due to the line being over pressurized;
- p. failing to prevent the gas from the leaking pipeline from migrating into the Oravitz home;
- q. failing to prevent gas from entering the Oravitz home;
- r. failing to ensure the integrity of the natural gas distribution system, including at the Oravitz home;

- s. failing to prevent gas from migrating into the Oravitz home;
- t. allowing the regulator to fail;
- u. failing to replace the failing regulator;
- a. failing to repair the failing regulator;
- b. failing to reduce the pressure on the over pressurized line;
- c. failing to vent the gas on the over pressurized Szitas line;
- d. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the leaking gas;
- e. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the failing regulator;
- f. failing to warn the families in Rustic Ridge development, including the Oravitz family, of the rising pressure in the line;
- g. for being the source of the gas leak;
- h. for causing the leak;
- i. for causing the gash/tear in the subject line;
- j. failing to properly install the natural gas distribution system;
- k. failing to properly maintain the natural gas distribution system;
- l. failing to properly service the natural gas distribution system;
- m. failing to replace the natural gas distribution system;
- n. allowing leaks to occur on the natural gas distribution system, including but not limited to the subject line;
- o. failing to properly inspect the natural gas distribution system, including but not limited to the subject;
- p. failing to conduct appropriate maintenance.
- q. failing to properly inspect, service, and/or maintain the lines to ensure they were not over pressurized;

- r. failing to properly inspect, service, and/or maintain the lines to ensure they were not leaking;
- s. creating a conduit for gas to migrate;
- t. creating a preferential pathway for the gas to migrate;
- u. in conducting natural gas extraction activities in proximity to the subject incident that contributed to the explosion;
- v. violating applicable state, local and/or industry standards.
- w. violating 58 Pa.C.S. § 3259(2)(ii);
- x. conducting a production activity in a manner that creates a public nuisance; and
- y. conducting a production activity in a manner that adversely affects public health, safety, welfare and/or the environment.

258. As a direct, proximate, and foreseeable result of the defendants' negligence, carelessness, negligent acts and/or omissions, willful, wanton, reckless, and/or indifference conduct that resulted in Paul Oravitz suffering serious and fatal injuries.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, demand judgment against John Doe 8 in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages, delay damages pursuant to Pa. R.C.P. 238, interest, allowable cost of suit, and punitive damages.

COUNT XV – WRONGFUL DEATH

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased v. **ALL DEFENDANTS**

259. All prior averments are incorporated as if stated fully here.

260. Defendants acted negligently, recklessly and/or with reckless indifference and caused the death of Paul D. Oravitz, as set forth in the preceding paragraphs.

261. Plaintiffs, Taylor L. Oravitz and Cole D. Oravitz, bring this action under and by virtue of 42 Pa. C.S. §8301, commonly known as the Pennsylvania Wrongful Death Act as their father Paul Oravitz's wrongful death beneficiaries against all defendants for wrongful death and claims all benefits of the Wrongful Death Act or law governing wrongful death actions.

262. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries suffered, are suffering, and will suffer for an indefinite period of time in the future, damages, injuries, and losses, including, but not limited to, a loss of financial support, and the beneficiaries have been wrongfully deprived of the contributions they would have received from decedent, Paul D. Oravitz.

263. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries have been, continue to be, and will be in the future wrongfully deprived of large and various sums of money which decedent would have contributed to their support.

264. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries incurred or have been caused to incur various funeral, burial, estate, and administrative expenses.

265. As a direct and proximate result of the foregoing, decedent's wrongful death beneficiaries have been, continue to be and will be in the future, wrongfully deprived of the services, society and comfort which decedent would have provided including work around the home, physical comfort, and services.

266. Plaintiffs, on behalf of themselves and all persons entitled to recover under law, claim all medical, funeral, burial, and estate administration expenses, the loss of services, society, and comfort due to the death of their mother Paul D. Oravitz, all pecuniary loss suffered by decedent's next of kin/statutory beneficiaries by reason of the death of Paul D. Oravitz and all other damages recoverable under applicable law.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, demand judgment against each defendant in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages, punitive damages, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit.

COUNT XVI – SURVIVAL ACTION

TAYLOR L. ORAVITZ and COLE D. ORAVITZ individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased v. **ALL DEFENDANTS**

267. All prior averments are incorporated as if stated fully here.

268. Plaintiffs, Taylor L. Oravitz and Cole D. Oravitz individually as the surviving children of Paul D. Oravitz and as the Co-Administrators and Co-Personal Representatives of the Estate of Paul D. Oravitz, Deceased, bring this action under and by virtue of 42 Pa. C.S. §8302, commonly known as the Pennsylvania Survival Act, and claims all benefits of the Survival Act or law governing the survival of actions.

269. As a direct and proximate result of the foregoing, decedent, Paul D. Oravitz, has been, is being, and will be in the future wrongfully deprived of earnings and the right to earn a living.

270. As a direct and proximate result of the foregoing, the Estate of Paul D. Oravitz claims damages for decedent's loss of future earnings and loss of future earning capacity.

271. Plaintiffs, on behalf of the Estate of Paul D. Oravitz, claims all damages suffered by the Estate by reason of the death of Paul Oravitz, including without limiting the generality of the foregoing: damages for the anxiety, fear, serious injuries, the great and unspeakable conscious pain and suffering, both physical and emotional, and other intangible losses which Paul Oravitz underwent prior to her death; the loss of life and of life's pleasures, the loss of future earning capacity suffered by Paul Oravitz from the date of his death until such time in the future that he would have lived had he not died as a result of the injuries she sustained; and the total limitation and deprivation of his normal activities, pursuits, and pleasures from the date of her death until such time in the future as she would have lived had he not died as a result of the injuries sustained by reason of the negligence, carelessness, recklessness, gross negligence, recklessness and other liability-producing conduct of the defendants.

WHEREFORE, Plaintiffs **TAYLOR L. ORAVITZ and COLE D. ORAVITZ** individually as the surviving children of **PAUL D. ORAVITZ** and as the Co-Administrators and Co-Personal Representatives of the Estate of **PAUL D. ORAVITZ**, Deceased, demand judgment against each defendant in an amount in excess of Fifty Thousand Dollars (\$50,000.00) or in excess of the limits of Arbitration in compensatory damages, punitive damages, delay damages pursuant to Pa. R.C.P. 238, interest and allowable cost of suit.

INJURY LAW PARTNERS

BY: /s/ Benjamin J. Baer

Benjamin J. Baer, Esq.

David J. Langsam, Esq.

Attorneys for Plaintiffs

Dated: July 22, 2025

VERIFICATION

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



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COLE D. ORAVITZ

VERIFICATION

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

Taylor Oravitz
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TAYLOR L. ORAVITZ