IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

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A. STAMATO

WILLIAM H. WEIR AND MARYANN E. WEIR **61 New Road** **Southampton, PA 18966** **Plaintiffs** **v.** **REIT FUEL OIL CO.** **899 Mearns Road** **Warminster, PA 18974** **and** **LOVE ENERGY LLC** **5149 Robinson Avenue** **Willow Grove, PA 19090** **and** **LOVE ENERGY FUEL SERVICE, INC.** **5149 Robinson Avenue** **Willow Grove, PA 19090** **and** **MEENAN OIL LLC formerly known as MEENAN OIL CO., L.P.** **113 Main Street** **Bristol, PA 19007** **Defendants**	**NOVEMBER TERM 2020** **Case # 002140** **MAJOR CASE** **JURY TRIAL DEMANDED**

NOTICE TO DEFEND

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 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.

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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.

AVISO

Le han demandado a usted en la corte. Si used quiere defenderse de estas demandas expuestas en las paginas siquientes, used tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objectiones a las demandas en contra de su persona. Sea avisado qui si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTS. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAMEPOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PURDE CONSEQUIR.

Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
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COMPLAINT

Plaintiffs, William H. Weir and Maryann E. Weir (hereinafter "Plaintiffs"), by and through undersigned counsel, hereby demand judgment against Defendants, Reit Fuel Oil Co., Love Energy LLC, Love Energy Fuel Service, Inc., and Meenan Oil LLC (formerly known as Meenan

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Oil Co., L.P.) (hereinafter collectively referred to as "Defendants"), and complain against them as follows:

PARTIES

1. Plaintiffs are adult individuals residing at 61 New Road, Southampton PA 18966 (hereinafter "subject property").

2. At all times relevant hereto, upon information and belief, Defendant Reit Fuel Oil Co. (hereinafter "Reit") was a Pennsylvania-based business entity with its principal place of business located at the above address.

3. At all times relevant hereto, upon information and belief, Reit marketed itself as regularly conducting business in Philadelphia County and did in fact regularly conduct business in Philadelphia County.

4. Upon information and belief, at all times relevant hereto, Reit was engaged in the business of, *inter alia*, oil delivery.

5. Upon information and belief, at all times relevant hereto, Reit held itself and its agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or employees, to be skillful and qualified to deliver oil.

6. At all times relevant hereto, upon information and belief, Defendant Love Energy LLC (hereinafter "Love Energy") was a Pennsylvania-based limited liability company with its principal place of business located at the above address.

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7. At all times relevant hereto, upon information and belief, Love Energy marketed itself as regularly conducting business in Philadelphia County and did in fact regularly conduct business in Philadelphia County.

8. Upon information and belief, at all times relevant hereto, Love Energy was engaged in the business of, *inter alia*, oil delivery.

9. Upon information and belief, at all times relevant hereto, Love Energy held itself and its agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or employees, to be skillful and qualified to deliver oil.

10. At all times relevant hereto, upon information and belief, Defendant Love Energy Fuel Service, Inc. (hereinafter "Love Fuel Oil") was a Pennsylvania-based corporation with its principal place of business located at the above address.

11. At all times relevant hereto, upon information and belief, Love Fuel Oil marketed itself as regularly conducting business in Philadelphia County and did in fact regularly conduct business in Philadelphia County.

12. Upon information and belief, at all times relevant hereto, Love Fuel Oil was engaged in the business of, *inter alia*, oil delivery.

13. Upon information and belief, at all times relevant hereto, Love Fuel Oil held itself and its agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or employees, to be skillful and qualified to deliver oil.

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14. At all times relevant hereto, upon information and belief, Defendant Meenan Oil Co., LP (formerly known as Meenan Oil Co., L.P.) (hereinafter "Meenan") was a Pennsylvania-based limited partnership with its principal place of business located at the above address.

15. At all times relevant hereto, upon information and belief, Meenan marketed itself as regularly conducting business in Philadelphia County and did in fact regularly conduct business in Philadelphia County.

16. Upon information and belief, at all times relevant hereto, Meenan was engaged in the business of, *inter alia*, oil delivery.

17. Upon information and belief, at all times relevant hereto, Meenan held itself and its agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or employees, to be skillful and qualified to deliver oil.

STATEMENT OF FACTS

18. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth at length herein.

19. In or around 1980, the subject property was converted from fuel oil to gas, and the need for fuel oil service to the subject property was not needed and discontinued.

20. More specifically, the fill and vent lines, at the subject property were still in place, but had been disconnected.

21. On April 3, 2020, Reit, Love Energy, Love Fuel Oil, and/or Meenan negligently delivered fuel oil to the subject property via the disconnected fill port.

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22. The negligent fuel oil delivery by Reit, Love Energy, Love Fuel Oil, and/or Meenan created and allowed large quantities of oil to flow unabated into the subject property.

23. Thus, due to Reit, Love Energy, Love Fuel Oil, and/or Meenan's negligence, a hazardous, dangerous and damaging condition was created at the subject property.

24. As a result of the uncontrolled release of the oil, said oil was allowed to travel unchecked through and around the subject property, specifically in and under the basement thereof, the harmful oil smell and vapors traveled throughout the subject property's interior atmosphere.

25. Plaintiffs relied to their detriment upon the purported knowledge and expertise of Reit, Love Energy, Love Fuel Oil, and/or Meenan with respect to the delivery of fuel oil.

26. Reit, Love Energy, Love Fuel Oil, and/or Meenan knew, or with exercise of reasonable care should have known, of the hazardous, dangerous and damaging conditions that would be created if the above-described oil were spilled and/or released on or in close proximity to the subject property; had Reit, Love Energy, Love Fuel Oil, and/or Meenan acted reasonably, it would have identified the disconnected fill and vent pipe, and refrained from spilling fuel oil into the subject property.

27. The oil spill / release complained of was a direct result of the negligence, and/or otherwise unlawful action and/or inaction of Reit, Love Energy, Love Fuel Oil, and/or Meenan.

28. As a direct result of the negligence, and/or otherwise unlawful action and/or inaction of Reit, Love Energy, Love Fuel Oil, and/or Meenan, Plaintiffs suffered damage to their real and personal property, and the imposition of additional expenses and hardship besides.

29. The oil spill / release, which resulted in significant harm to Plaintiff's real and personal property, as well as the imposition of additional expenses and hardship, was directly and

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proximately caused by Reit, Love Energy, Love Fuel Oil, and/or Meenan, as is further and more fully described below.

COUNT I – NEGLIGENCE
Plaintiffs vs. Reit

30. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth at length herein.

31. At all times material hereto, Reit, Love Energy, Love Fuel Oil, and/or Meenan, themselves and/or by and through their subsidiaries, agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or employees, failed to properly and adequately identify the disconnected fill and vent pipe, and refrain from spilling oil into the subject property.

32. As a result of such actions and/or inactions, Reit, created dangerous conditions and foreseeable risks of harm of the kinds suffered by Plaintiffs.

33. Reit, themselves and/or by and through their subsidiaries, agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or other employees, was negligent and/or reckless and/or behaved unlawfully in:

a. Causing the negligent and unsafe release of oil into the subject property;

b. Failing to recognize that the fill pipe had been disconnected before spilling oil into the subject property;

c. Failing to properly train its employees in, and/or failing to select employees competent in, the adequate, proper, and safe delivery of oil;

d. Continuing to release oil into the subject property after Reit, should have recognized it was improper;

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e. Failing to adequately instruct and warn Plaintiffs of the dangerous and hazardous condition existing as a result of the above-described improper acts and/or omissions;

f. Failing to take adequate care while delivering oil;

g. Delivering oil to the subject property instead of delivering to the proper address; and/or

h. Violating the laws and regulations of the Commonwealth of Pennsylvania, NORA codes, guidelines and/or recommendations with regard to the safe handling/delivery of fuel oil and related equipment/facilities that are intended to protect human health and safety.

34. By reason of the negligence, and/or otherwise unlawful actions and/or inactions of Reit, Plaintiffs sustained and incurred damages as described herein in an amount in excess of $50,000.00.

WHEREFORE, Plaintiffs demand judgment against Defendant Reit Fuel Oil Co., for damages in an amount in excess of $50,000.00, together with interest, costs and attorney fees, and such other damages as may properly be awarded by this Court.

COUNT II – NEGLIGENCE
Plaintiffs vs. Love Energy and Love Fuel Oil

35. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth at length herein.

36. At all times material hereto, Love Energy, Love Fuel Oil, themselves and/or by and through their subsidiaries, agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or employees, failed to properly and adequately identify the disconnected fill and vent pipe, and refrain from spilling oil into the subject property.

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37. As a result of such actions and/or inactions, Love Energy, Love Fuel Oil created dangerous conditions and foreseeable risks of harm of the kinds suffered by Plaintiffs.

38. Love Energy, Love Fuel Oil, themselves and/or by and through their subsidiaries, agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or other employees, was negligent and/or behaved unlawfully in:

a. Causing the negligent and unsafe release of oil into the subject property;

b. Failing to recognize that the fill pipe had been disconnected before spilling oil into the subject property;

c. Failing to properly train its employees in, and/or failing to select employees competent in, the adequate, proper, and safe delivery of oil;

d. Continuing to release oil into the subject property after Love Energy, Love Fuel Oil, should have recognized it was improper;

e. Failing to adequately instruct and warn Plaintiffs of the dangerous and hazardous condition existing as a result of the above-described improper acts and/or omissions;

f. Failing to take adequate care while delivering oil;

g. Delivering oil to the subject property instead of delivering to the proper address; and/or

h. Violating the laws and regulations of the Commonwealth of Pennsylvania, NORA codes, guidelines and/or recommendations with regard to the safe handling/delivery of fuel oil and related equipment/facilities that are intended to protect human health and safety.

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39. By reason of the negligence, and/or otherwise unlawful actions and/or inactions of Love Energy, Love Fuel Oil, Plaintiffs sustained and incurred damages as described herein in an amount in excess of $50,000.00.

WHEREFORE, Plaintiffs demand judgment against Defendant, Love Energy, Love Fuel Oil, for damages in an amount in excess of $50,000.00, together with interest, costs and attorney fees, and such other damages as may properly be awarded by this Court.

COUNT III – NEGLIGENCE
Plaintiffs vs. Meenan

40. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth at length herein.

41. At all times material hereto, Meenan, themselves and/or by and through their subsidiaries, agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or employees, failed to properly and adequately identify the disconnected fill and vent pipe, and refrain from spilling oil into the subject property.

42. As a result of such actions and/or inactions, Meenan created dangerous conditions and foreseeable risks of harm of the kinds suffered by Plaintiffs.

43. Meenan, themselves and/or by and through their subsidiaries, agents, servants, workers, representatives, staff, inspectors, subcontractors, personnel and/or other employees, was negligent and/or reckless and/or behaved unlawfully in:

a. Causing the negligent and unsafe release of oil into the subject property;

b. Failing to recognize that the fill pipe had been disconnected before spilling oil into the subject property;

c. Failing to properly train its employees in, and/or failing to select employees competent in, the adequate, proper, and safe delivery of oil;

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d. Continuing to release oil into the subject property after Meenan should have recognized it was improper;

e. Failing to adequately instruct and warn Plaintiffs of the dangerous and hazardous condition existing as a result of the above-described improper acts and/or omissions;

f. Failing to take adequate care while delivering oil;

g. Delivering oil to the subject property instead of delivering to the proper address; and/or

h. Violating the laws and regulations of the Commonwealth of Pennsylvania, NORA codes, guidelines and/or recommendations with regard to the safe handling/delivery of fuel oil and related equipment/facilities that are intended to protect human health and safety.

44. By reason of the negligence, and/or otherwise unlawful actions and/or inactions of Defendant Meenan, Plaintiffs sustained and incurred damages as described herein in an amount in excess of $50,000.00.

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WHEREFORE, Plaintiffs demand judgment against Defendant Meenan Oil LLC (formerly known as Meenan Oil Co., L.P.) for damages in an amount in excess of $50,000.00, together with interest, costs and attorney fees, and such other damages as may properly be awarded by this Court.

de LUCA LEVINE LLC

BY: KENNETH B. GREAR

KENNETH B. GREAR, ESQUIRE
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ATTORNEYS FOR PLAINTIFFS
WILLIAM H. WEIR and MARYANN E. WEIR

Dated: February 2, 2021

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VERIFICATION

I, Robin Anderson, hereby state that I am a duly authorized representative of Allstate Indemnity Company, the real party in interest, and that I do hereby verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements therein are made subject to penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Robin Anderson

An Authorized Representative of Allstate Indemnity Company

Dated: February 2, 2021

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CERTIFICATE OF SERVICE

I, Kenneth B. Grear, Esquire, hereby certify that on February 2, 2021, Plaintiffs' Complaint was served upon all counsel and parties listed below by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing.

Thomas J. Wagner, Esquire
Lindsay N. Bennett, Esquire
Law Offices of Thomas J. Wagner, LLC
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1628 John F. Kennedy Boulevard
Philadelphia, PA 19103
Attorneys for Meenan Oil Co., LP

Reit Fuel Oil Co.
899 Mearns Road
Warminster, PA 18974
Defendant

Love Energy LLC
5149 Robinson Avenue
Willow Grove, PA 19090
Defendant

Love Energy Fuel Service, Inc.
5149 Robinson Avenue
Willow Grove, PA 19090
Defendant

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de LUCA LEVINE LLC

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