

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW**

DAVID HEADLEY; LINDA HEADLEY;)
ADAM HEADLEY, a MINOR BY DAVID)
HEADLEY AND LINDA HEADLEY -)
GUARDIANS; GRANT HEADLEY, a MINOR)
BY DAVID HEADLEY AND LINDA)
HEADLEY, GUARDIANS; JOSEPH BEZJAK;)
MILDRED BEZJAK; BENJAMIN)
GROOVER, SR.; LORI GROOVER;)
BENJAMIN GROOVER, JR., a MINOR by)
BENJAMIN GROOVER, SR. and LORI)
GROOVER - GUARDIANS; SHARON)
GROOVER; ANNE GROOVER, a MINOR by)
BENJAMIN GROOVER, SR. and LORI)
GROOVER - GUARDIANS; ELZIE LAVERY;)
MARY LAVERY; ROBERT E. NICKLOW, SR.;)
and ALBERT STRONKO)

Plaintiffs,)

v.)

CHEVRON APPALACHIA, LLC f/k/a)
ATLAS AMERICA, LLC;)
ATLAS PIPELINE PARTNERS GP, LLC;)
ATLAS PIPELINE PARTNERS, L.P.;)
LAUREL MOUNTAIN MIDSTREAM)
OPERATING LLC - f/k/a ATLAS PIPELINE)
PENNSYLVANIA, LLC;)
ATLAS RESOURCES, LLC f/k/a ATLAS)
RESOURCES, INC.;)
CHEVRON CORPORATION f/k/a ATLAS)
ENERGY, INC. f/k/a ATLAS AMERICA, INC.;)
CHEVRON, INC.;)
CHEVRON NATURAL GAS SERVICES, INC.;)
CHEVRON USA INC. d/b/a CHEVRON)
NORTH AMERICA EXPLORATION &)
PRODUCTION COMPANY;)
WPX ENERGY APPALACHIA, LLC f/k/a)
WILLIAMS PRODUCTION APPALACHIA LLC;)
WPX ENERGY KEYSTONE, LLC f/k/a)
WILLIAMS PRODUCTION KEYSTONE LLC;)
and WPX ENERGY MARCELLUS)
GATHERING, LLC f/k/a WILLIAMS)

No.

JURY DEMAND

MARCELLUS GATHERING LLC)
)
Defendants.)

SERVICE INFORMATION:

CHEVRON APPALACHIA, LLC f/k/a
ATLAS AMERICA, LLC
c/o Registered Agent - Corporation Service Company
2704 Commerce Drive
Harrisburg, PA 17110

ATLAS PIPELINE PARTNERS GP, LLC
c/o Registered Agent - C T Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

ATLAS PIPELINE PARTNERS, L.P.
c/o Registered Agent - C T Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

LAUREL MOUNTAIN MIDSTREAM OPERATING LLC - f/k/a ATLAS PIPELINE
PENNSYLVANIA, LLC
c/o Registered Agent - 1550 Coraopolis Heights Road, 2nd Floor
Moon Twp, PA 15108

ATLAS RESOURCES, LLC f/k/a ATLAS RESOURCES, INC.
c/o Registered Agent – Park Place Corporate Center One
1000 Commerce Drive
4th Floor
Pittsburgh, PA 15275-1011

CHEVRON CORPORATION f/k/a ATLAS ENERGY, INC. f/k/a ATLAS AMERICA, INC.
c/o Corporation Service Company
2711 Centerville Rd, Ste 400
Wilmington, DE 19808

CHEVRON, INC.
c/o National Registered Agents, Inc.
600 N. 2nd St.
Harrisburg, PA 17101

CHEVRON NATURAL GAS SERVICES, INC.

c/o The Prentice-Hall Corporation System, Inc.
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

**CHEVRON USA INC. d/b/a CHEVRON NORTH AMERICA EXPLORATION &
PRODUCTION COMPANY**

c/o The Prentice-Hall Corporation System, Inc.
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

WPX ENERGY APPALACHIA, LLC f/k/a WILLIAMS PRODUCTION APPALACHIA LLC

c/o Registered Agent - C T Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

WPX ENERGY KEYSTONE, LLC f/k/a WILLIAMS PRODUCTION KEYSTONE LLC

c/o Registered Agent - C T Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

**WPX ENERGY MARCELLUS GATHERING, LLC f/k/a WILLIAMS MARCELLUS
GATHERING LLC**

c/o Registered Agent - C T Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COMPLAINT

AND NOW COME the Plaintiffs, DAVID HEADLEY; LINDA HEADLEY; DAVID AND LINDA HEADLEY as Parents and Natural Guardians of GRANT HEADLEY and ADAM HEADLEY, minors; JOSEPH BEZJAK; MILDRED BEZJAK; BENJAMIN GROOVER, SR.; LORI GROOVER; BENJAMIN GROOVER, SR. and LORI GROOVER as Parents and Natural Guardians of BENJAMIN GROOVER, JR. and ANNE GROOVER, minors; SHARON GROOVER; ELZIE LAVERY; MARY LAVERY; ROBERT E. NICKLOW, SR.; and, ALBERT STRONKO (hereinafter collectively referred to as “Plaintiffs”), by and through their undersigned attorneys, and files the following Complaint in Civil Action:

INTRODUCTION

1. This is an action by residents and/or owners of property in Fayette County, Pennsylvania for private temporary continuing abatable nuisance and negligence/recklessness against Defendants CHEVRON APPALACHIA, LLC f/k/a ATLAS AMERICA, LLC; ATLAS PIPELINE PARTNERS GP, LLC; ATLAS PIPELINE PARTNERS, L.P.; LAUREL MOUNTAIN MIDSTREAM OPERATING LLC - f/k/a ATLAS PIPELINE PENNSYLVANIA, LLC; ATLAS RESOURCES, LLC f/k/a ATLAS RESOURCES, INC.; CHEVRON CORPORATION f/k/a ATLAS ENERGY, INC. f/k/a ATLAS AMERICA, INC.; CHEVRON, INC.; CHEVRON NATURAL GAS SERVICES, INC.; CHEVRON USA INC. d/b/a CHEVRON NORTH AMERICA EXPLORATION & PRODUCTION COMPANY; WPX ENERGY APPALACHIA, LLC f/k/a WILLIAMS PRODUCTION APPALACHIA LLC; WPX ENERGY KEYSTONE, LLC f/k/a WILLIAMS PRODUCTION KEYSTONE LLC; and WPX ENERGY MARCELLUS GATHERING, LLC f/k/a WILLIAMS MARCELLUS GATHERING LLC (collectively referred to as “Defendants”) for damages arising from Defendants’ natural gas drilling, exploration, extraction, pipeline construction, compressor station, and related acts and/or omissions described more fully below.

2. Plaintiffs, Plaintiffs’ homes, Plaintiffs’ properties, and Plaintiffs’ quality of life have all been negatively impacted and Plaintiffs are no longer able to enjoy their lives, and use and enjoy their homes and properties in the way they previously enjoyed prior to Defendants’ acts and/or omissions described herein.

THE PARTIES

3. Plaintiffs, DAVID HEADLEY; LINDA HEADLEY; ADAM HEADLEY, a Minor by DAVID AND LINDA HEADLEY, Guardians; GRANT HEADLEY, a Minor by

DAVID AND LINDA HEADLEY, Guardians (hereinafter referred to as “the Headleys”) are individuals residing at 132 Volek Road, Smithfield, Pennsylvania in Springhill Township, Fayette County. David and Linda Headley, are adults and competent individuals, have been residents of Fayette County, Pennsylvania since 1984, and bought their current residence and farmland consisting of 116 acres located in Springhill Township, Fayette County, Pennsylvania in approximately 2005. David and Linda Headley are the parents of minors Adam and Grant Headley.

4. The Headleys use their property as a residence and for work and recreational activities.

5. Plaintiffs, JOSEPH BEZJAK and MILDRED BEZJAK (hereinafter referred to as “the Bezjaks”) are adults and competent individuals residing at 210 New Geneva Road, Smithfield, Pennsylvania in Nicholson Township, Fayette County and have been residents of Nicholson Township, Fayette County, Pennsylvania since 1972 when they bought the first of their 720 acres that they presently own and where they currently reside.

6. The Bezjaks use their property as a residence and for work and recreational activities.

7. Plaintiffs, BENJAMIN GROOVER, SR.; LORI GROOVER; BENJAMIN GROOVER, JR., a Minor by BENJAMIN GROOVER, SR. and LORI GROOVER, Guardians; ANNE GROOVER, a Minor by BENJAMIN GROOVER, SR. and LORI GROOVER, Guardians; and SHARON GROOVER (hereinafter referred to as “the Groovers”) are individuals residing at 143 Volek Road, Smithfield, Pennsylvania in Springhill Township, Fayette County and have been residents of Springhill Township since 1999 when they bought the first of their 20.5 acres where they currently reside. Benjamin Groover Sr. and Lori Groover are adults and

competent individuals, and are the parents of minors Benjamin Groover, Jr. and Anne Groover. Sharon Groover is an adult and competent individual.

8. The Groovers use their property as a residence and for work and recreational activities.

9. Plaintiffs, ELZIE LAVERY and MARY LAVERY (hereinafter referred to as “the Laverys”) are adults and competent individuals residing at 104 Volek Road, Smithfield, Pennsylvania in Springhill Township, Fayette County and have been residents of Springhill Township since 1948, residing at their current address since 1961.

10. The Laverys use their property as a residence and for work and recreational activities.

11. Plaintiff, ROBERT E. NICKLOW, SR. (hereinafter referred to as “Nicklow”) is an adult and competent individual residing at 510 Hope Hollow Road, Lake Lynn, Pennsylvania in Springhill Township, Fayette County and has been a resident of Springhill Township in Fayette County, Pennsylvania since he first purchased his current residence consisting of 3 acres in approximately 1964.

12. Plaintiff Nicklow uses his property as a residence and for work and recreational activities.

13. Plaintiff, ALBERT STRONKO (hereinafter referred to as “Stronko”) is an adult and competent individual residing at 42 Urbania Road, Smithfield, Pennsylvania in Springhill Township, Fayette County and has been a resident of Nicholson Township since 1940.

14. Plaintiff Stronko uses his property as a residence and for work and recreational activities.

15. Defendant CHEVRON APPALACHIA, LLC f/k/a ATLAS AMERICA, LLC (“Atlas America”), is a Pennsylvania corporation, with its principal offices at 1550 Coraopolis Heights Road, Coraopolis, PA 15108.

16. Defendant ATLAS PIPELINE PARTNERS GP, LLC (“Atlas Pipeline”), is a Delaware corporation authorized to conduct business in Pennsylvania, with its principal offices at 845 Walnut Street, Suite 1000, Philadelphia, PA 19107.

17. Defendant ATLAS PIPELINE PARTNERS, L.P. (“Atlas Pipeline Partners”), is a Delaware corporation authorized to conduct business in Pennsylvania, with its principal offices at 1550 Coraopolis Heights Road, Moon Township, PA 15108.

18. Defendant LAUREL MOUNTAIN MIDSTREAM OPERATING LLC f/k/a ATLAS PIPELINE PENNSYLVANIA, LLC (“Laurel Mountain”), is a Delaware corporation authorized to conduct business in Pennsylvania, with its principal offices at 1550 Coraopolis Heights Road, 2nd Floor, Moon Township, PA 15108.

19. Defendant ATLAS RESOURCES, LLC f/k/a ATLAS RESOURCES, INC., (“Atlas Resources”) is a Pennsylvania corporation, with its principal offices at 311 Rouser Road, Moon Township, PA 15108.

20. Defendant CHEVRON CORPORATION f/k/a ATLAS ENERGY, INC. f/k/a ATLAS AMERICA, INC. (“Chevron Corp.”) is a Delaware corporation, with its principal offices at 6001 Bollinger Canyon Road, San Ramon, California 94583. It is not registered as having been authorized to conduct business in the State of Pennsylvania. Atlas America, Inc. was a Pennsylvania corporation.

21. Defendant CHEVRON, INC. (“Chevron Inc.”), is a Pennsylvania corporation, with its principal offices at 8503 Hilltop Dr. Ooltewah, Tennessee 37363.

22. Defendant CHEVRON NATURAL GAS SERVICES, INC. (“Chevron Natural Gas”), is a Delaware corporation authorized to conduct business in the State of Pennsylvania, with its principal offices at 6001 Bollinger Canyon Road, San Ramon, California 94583.

23. Defendant CHEVRON USA INC. d/b/a CHEVRON NORTH AMERICA EXPLORATION & PRODUCTION COMPANY (“Chevron USA”), is a Pennsylvania corporation, with its principal offices at 6001 Bollinger Canyon Road, San Ramon, California 94583.

24. Defendant WPX ENERGY APPALACHIA, LLC f/k/a WILLIAMS PRODUCTION APPALACHIA LLC (“WPX Appalachia”), is a Delaware corporation authorized to conduct business in the State of Pennsylvania, with its principal offices at 1000 Town Center Way, Suite 130, Canonsburg, PA 15317.

25. Defendant WPX ENERGY KEYSTONE, LLC f/k/a WILLIAMS PRODUCTION KEYSTONE LLC (“WPX Keystone”), is a Delaware corporation authorized to conduct business in the State of Pennsylvania. No principal place of business is available.

26. Defendant WPX ENERGY MARCELLUS GATHERING, LLC f/k/a WILLIAMS MARCELLUS GATHERING LLC (“WPX Marcellus”), is a Delaware corporation authorized to conduct business in the State of Pennsylvania. Its principal place of business is 6000 Town Center Blvd, Suite 300, Canonsburg, PA 15317.

27. Defendants Atlas America, Atlas Resources, Chevron Corp., Chevron Inc., Chevron Natural Gas, and Chevron USA (hereinafter referred to collectively as “Well Defendants”) have engaged in drilling activities, or had others engage in such drilling activities on their behalf, and have owned, operated, and/or maintained several natural gas wells in Springhill and Nicholson Townships, Fayette County, Pennsylvania in close proximity to and/or

on properties owned or rightfully occupied some of the Plaintiffs, that have and continue to adversely impact some of the Plaintiffs, Plaintiffs' properties, Plaintiffs' quality of life, and Plaintiffs' use and enjoyment of property.

28. Defendants Atlas Pipeline, Atlas Pipeline Partners, Laurel Mountain, WPX Appalachia, WPX Keystone, and WPX Marcellus (hereinafter collectively referred to as "Pipeline Defendants") have engaged in pipeline activities, or had others engage in such pipeline activities on their behalf, including but not limited to the construction, ownership, and operation of the Springhill CS to Bezjak Pipeline ("Pipeline"), in Springhill and Nicholson Townships, Fayette County, Pennsylvania, in close proximity to and/or on properties owned or rightfully occupied by some of the Plaintiffs that have and continue to adversely impact some of the Plaintiffs, Plaintiffs' properties, Plaintiffs' quality of life, and Plaintiffs' use and enjoyment of property.

29. Defendant Laurel Mountain has engaged in compressor station activities, or had others engage in such compressor station activities on its behalf, including but not limited to the construction, ownership, operation, and maintenance of the Springhill #2 Compressor Station ("Compressor Station") located at 585 Hope Hollow Road, Lake Lynn, Pennsylvania 15451 that have and continue to adversely impact some of the Plaintiffs, Plaintiffs' properties, Plaintiffs' quality of life, and Plaintiffs' use and enjoyment of property.

JURISDICTION AND VENUE

30. Jurisdiction and venue in the Court of Common Pleas of Allegheny County, Pennsylvania, is appropriate because one or more Defendants has its registered office, and/or principal place of business, and/or regularly conducts business in Allegheny County,

Pennsylvania, namely Defendants Atlas America, Atlas Pipeline Partners, Laurel Mountain, and Atlas Resources, and the harms complained of occurred in the State of Pennsylvania.

GENERAL ALLEGATIONS

NATURAL GAS WELLS

31. Beginning in approximately 2005, and continuing thereafter, the Well Defendants engaged in drilling activities, or had others engage in such drilling activities on their behalf, and owned, operated, and maintained several natural gas wells in Springhill and Nicholson Townships, Fayette County, Pennsylvania, on or in close proximity to Plaintiffs' homes and property, including but not limited to:

- a. Wolf Well No. 19 ("WOLF 19");
- b. Wolf Well No. 20 ("WOLF 20");
- c. Wolf Well No. 21 ("WOLF 21");
- d. Wolf Well No. 22 ("WOLF 22");
- e. Wolf Well No. 23 ("WOLF 23");
- f. Wolf Well No. 25 ("WOLF 25");
- g. Wolf Well No. 27 ("WOLF 27");
- h. Bezjak Well No. 10 ("BEZJAK 10");
- i. Bezjak Well No. 12 ("BEZJAK 12");
- j. Bezjak Well No. 15 ("BEZJAK 15");
- k. Bezjak Well No. 6 ("BEZJAK 6"); and
- l. Zinn Well No. 2 ("ZINN 2").

32. WOLF 19, 21, 22, and 27, owned, and/or operated by the Well Defendants, are located on property owned by the Headleys and in close proximity to the property owned or rightfully possessed by the Groovers, the Laverys, and the Bezjaks.

33. BEZJAK 10, 12, 15, and 6, owned, and/or operated by the Well Defendants are located on or near property owned by the Bezjaks and in close proximity to the property owned or rightfully possessed by the Groovers, the Laverys, and the Headleys.

34. WOLF 20 owned, and/or operated by the Well Defendants is located on or near property owned by the Laverys.

35. WOLF 25 owned, and/or operated by the Well Defendants is located approximately 210 yards uphill from the Groover property.

36. ZINN 2 is located on the Zinn's property, in close proximity to the Nicklow residence in Springhill Township.

WOLF WELLS

37. In approximately the fall of 2011, WOLF 19 began to leak natural gas, methane and/or other toxic, dangerous, and/or radioactive substances and gases into the air on the Headleys' property and into the surrounding areas.

38. Upon reasonable belief, the leak at WOLF 19 is due to the following, but not limited to the following: faulty casing; faulty well integrity; problems with the open annulus space; faulty, improper, or insufficient cement; failure to secure potential gas cuts with cement; improper design, engineering, construction, and maintenance of the well; and/or other deficiencies.

39. The leak from WOLF 19 fluctuates in intensity and duration based upon factors presently unknown.

40. During the fall of 2012, Defendants Atlas Resources and Atlas America and possibly other Well Defendants, having been repeatedly advised by the Headleys about the leak at WOLF 19, attempted to fix the problem by installing a new seal and tank.

41. However, despite apparent efforts by Defendants Atlas Resources and Atlas America, WOLF 19 continues to frequently and intermittently leak natural gas, methane and/or

other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Headleys' property and into the surrounding areas.

42. Upon reasonable belief, the leak from WOLF 19 can reasonably and practicably be abated, fixed, and/or mitigated by performing the following, but not limited to the following: a workover; a squeeze/grout job; reworking the casing; capping the well entirely; and/or other measures.

43. In approximately the fall of 2011, WOLF 22 began to periodically leak natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Headleys' property and into the surrounding areas.

44. Upon reasonable belief, the leak at WOLF 22 is due to the following, but not limited to the following: faulty casing; faulty well integrity; problems with the open annulus space; faulty, improper, or insufficient cement; failure to secure potential gas cuts with cement; improper design, engineering, construction, and maintenance of the well; and/or other deficiencies.

45. Upon reasonable belief, the valve on the wellhead of WOLF 22 leading to the annulus is in an open position and the gas bubbles indicate that the annulus to this well has integrity issues and that there has been communication through the cement casing and the open space in the well annulus.

46. The leak from WOLF 22 fluctuates in intensity and duration based upon factors presently unknown.

47. During the summer of 2012, one or more Well Defendants, having been repeatedly advised by the Headleys about the leak at WOLF 22, attempted to fix the problem by installing a bypass line.

48. During the spring or summer of 2012, one or more Well Defendants installed a new tank on WOLF 22.

49. Unfortunately, all of the contents of the tank, which is reasonably believed to have contained dangerous, toxic, and/or radioactive substances, were drained by one or more Well Defendants, onto the Headley property and then into nearby Georges Creek, which runs both on and near the Headley property.

50. One or more Well Defendants then attempted to cover up the spill by placing gravel over the area of the spill.

51. Since approximately the fall of 2011, WOLF 22 has continued to leak natural gas, methane, and/or other toxic, dangerous, odorous, and/or radioactive substances and gases into the air and ground on the Headleys' property and into the surrounding areas.

52. Upon reasonable belief, the leak from WOLF 22 can reasonably and practicably be abated, fixed, and/or mitigated by performing the following, but not limited to the following: a workover; a squeeze/grout job; reworking the casing; capping the well entirely; and/or other measures.

53. In approximately the fall of 2011, WOLF 23 began to leak natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Headleys' property, and into the surrounding areas.

54. Upon reasonable belief, the leak at WOLF 23 is due to the following, but not limited to the following: faulty casing; faulty well integrity; problems with the open annulus space; faulty, improper, or insufficient cement; failure to secure potential gas cuts with cement; improper design, engineering, construction, and maintenance of the well; and/or other deficiencies.

55. Upon reasonable belief, the valve on the wellhead of WOLF 23 leading to the annulus is in an open position and the gas bubbles indicate that the annulus to this well has integrity issues and that there has been communication through the cement casing and the open space in the well annulus.

56. The leak from WOLF 23 fluctuates in intensity and duration based upon factors presently unknown.

57. During 2012, Well Defendants, having been repeatedly advised by the Headleys about the leak at WOLF 23, attempted to fix the leaking well on at least 2 occasions to no avail by installing a bypass line and covering up the area with gravel.

58. Despite alleged efforts by one or more Well Defendants to fix the leaks, WOLF 23 has continued to leak natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Headley's property and into the surrounding areas, in fluctuating quantities.

59. Upon reasonable belief, the leak from WOLF 23 can reasonably and practicably be abated, fixed, and/or mitigated by performing the following, but not limited to the following: a workover; a squeeze/grout job; reworking the casing; capping the well entirely; and/or other measures.

60. In approximately the fall of 2011, WOLF 27 began to periodically leak natural gas, methane, and/or other toxic and dangerous substances and gases into the air on the Headley's property.

61. The leak is visible in the form of bubbling from in and around the casing of WOLF 27.

62. Upon reasonable belief, the leak at WOLF 27 is due to the following, but not limited to the following: faulty casing; faulty well integrity; problems with the open annulus space; faulty, improper, or insufficient cement; failure to secure potential gas cuts with cement; improper design, engineering, construction, and maintenance of the well; and/or other deficiencies.

63. Upon reasonable belief, the valve on the wellhead of WOLF 27 leading to the annulus is in an open position and the gas bubbles indicate that the annulus to this well has integrity issues and that there has been communication through the cement casing and the open space in the well annulus.

64. The leak from WOLF 27 fluctuates in intensity and duration based upon factors including but not limited to well pressure, the actions of Well Defendants' well tender, and the integrity of the well, all better known to Well Defendants.

65. At the time of the filing of this pleading, Well Defendants have failed to mitigate the leak from WOLF 27.

66. WOLF 27 is accompanied by a brine/condensate/flowback tank ("tank") that upon reasonable belief contains natural gas condensate and other toxic, hazardous, reactive, flammable, corrosive, radioactive, potentially radioactive, and/or dangerous chemicals and substances.

67. Starting in approximately the fall of 2011, and continuing periodically, approximately 2-3 times per month or more to the present, the tank on WOLF 27 is vented, released, and/or blown down and thereby emits toxic gases, radioactive material, other and matter into the air and ground onto the Headley's property and into the surrounding areas.

68. The tank is sometimes manually released by an employee or agent of Well Defendants, and other times appears to release spontaneously.

69. The releases of the toxic gases and matter are highly visible and often engulf the Headley's property and into the surrounding areas.

70. Prior to these frequent releases, a large tree on the Headleys' property in close proximity to the location of WOLF 27 was healthy and thriving.

71. Since Wolf 27 began frequently emitting the toxins, the aforesaid tree being engulfed, on several occasions, with the toxic gases and matter which has resulted in the gradual death of the tree.

72. These toxic emissions from WOLF 27 greatly adversely affect the Headleys' quality of life and their use and enjoyment of their property.

73. Further, since approximately the spring of 2012 to the present, equipment associated with WOLF 27, has frequently created an increasingly loud and disturbing noise, sometimes as often as every 1.1 hours that can be heard from hundreds of feet away.

74. The noises from WOLF 27 frequently can be heard from inside of the Headley and Groover residences and often disturbs their activities, including sleeping.

75. On January 13, 2013, Plaintiff David Headley measured the noise, near the condensate tank on the Wolf No. 27 Well, with a decibel meter and it measured 102 decibels, in excess of the level set by Fayette County Ordinance.

76. In 2012, Plaintiff David Headley was advised by the DEP that Defendants Atlas Resources and Atlas America can make the equipment far less noisy, but they have failed to do so.

77. Further, during the process of drilling and fracking WOLF 27, Well Defendants created vast amounts of toxic and hazardous waste including but not limited to drill cuttings, fracking flowback, radioactive materials and other residual waste products produced when completing the well.

78. Upon reasonable belief, these hazardous materials were never properly removed, treated, and/or disposed of in a reasonable manner, but rather left on the surface of the Headley property.

79. In approximately the winter of 2012, the Headleys first discovered that the Well Defendants had placed, or caused to be placed radioactive material, including, but not limited to U226, on their property where the drill cuttings and other gas exploration waste materials from WOLF 27 were placed.

80. The land on which the fracking ponds for WOLF 27 were located, and where the sludge was dumped on the Headley property, will no longer support the growth of vegetation.

81. This land was formerly used as a hayfield for the Headley's horses, but now can no longer be used for any purpose.

82. In addition, following Well Defendants' drilling WOLF 22, 23, and 27, the water from what was thought to be an artesian water spring on the Headley property had begun to bubble periodically and intermittently with a hazardous and flammable gaseous substance.

83. In 2013, it was determined that what was originally thought to be an artesian spring was actually an abandoned/orphaned oil/gas well from long ago.

84. This spring is approximately 200 feet from the Headley home and just 25 feet from Georges Creek, a major tributary of the Monongahela River.

85. Due to the integrity issues present with WOLF 22, 23, and 27, the gas bubbles are reasonably believed to be methane migrations caused by these wells' improper communication with the abandoned well.

86. Upon reasonable belief, the storage tank associated with WOLF 20 is also in disrepair with excessive rust and holes in it that allows the frequent release of natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on and/or near the Laverys' property, and into the surrounding areas.

87. Further, there is little or no dike surrounding the brine tank associated with WOLF 20.

88. Upon reasonable belief, the storage tank associated with WOLF 25 is also in disrepair with excessive rust and holes in it that allows the frequent release of natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on and/or near the Groover property, and into the surrounding areas.

89. Further, the dike surrounding WOLF 25 is only large enough to hold approximately 30% of the brine tank.

90. Upon reasonable belief, the problems with and from WOLF 20 and WOLF 25 can reasonably and practicably be abated, fixed, and/or mitigated by performing the following, but not limited to the following: a workover; installing new tanks, repairing the old tanks; constructing larger dikes; a squeeze/grout job; reworking the casing; capping the well entirely; and/or other measures.

BEZJAK WELLS

91. Upon reasonable belief, the brine tank associated with BEZJAK 10 is in disrepair with excessive rust and holes in it that allows the frequent release of natural gas, methane, and/or

other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Bezjak property, and into the surrounding areas.

92. Further, the dike surrounding BEZJAK 10 is improperly constructed and only large enough to hold approximately 30% or less of the contents of the brine tank.

93. Upon reasonable belief, the brine tank associated with BEZJAK 23 is also in disrepair with excessive rust and holes in it that allows the frequent release of natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Bezjak property, and into the surrounding areas.

94. Further, the dike surrounding BEZJAK 23 is improperly constructed and only large enough to hold approximately 30% or less of the contents of the brine tank.

95. Upon reasonable belief, the brine tank associated with BEZJAK 6 contains no production string, which indicates that gas is being produced off of the intermediate string and that the well does not have a third layer of protection from the gas reaching groundwater and air.

96. Further, there is no dike surrounding the brine tank at Bezjak 6 and the dike drain is not intact.

97. Upon reasonable belief, the storage tank associated with BEZJAK 15 is also in disrepair with excessive rust and holes in it that allows the frequent release of natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Bezjak property, and into the surrounding areas.

98. Further, the dike surrounding BEZJAK 15 is woefully small and appears that it could only hold approximately 65% of the capacity of the tank.

99. Further, the wellhead at BEZJAK 15 is leaking with the annulus open to allow toxic gases to escape on and around the Bezjak property.

100. Upon reasonable belief, the causes of the leak at BEZJAK 15 include but are not limited to the following: faulty casing; faulty well integrity; problems with the open annulus space; faulty, improper, or insufficient cement; failure to secure potential gas cuts with cement; improper design, engineering, construction, and maintenance of the well; and/or other deficiencies.

101. Upon reasonable belief, the valve on the wellhead of BEZJAK 15 leading to the annulus is in an open position and the gas bubbles indicate that the annulus to this well has integrity issues and that there has been communication through the cement casing and the open space in the well annulus.

102. The leak from BEZJAK 15 fluctuates in intensity and duration based upon factors including but not limited to well pressure, the actions of Well Defendants' well tender, and the integrity of the well, all better known to Well Defendants.

103. Upon reasonable belief, the storage tank associated with BEZJAK 12 is also in disrepair with excessive rust and holes in it that allows the frequent release of natural gas, methane, and/or other toxic, dangerous, and/or radioactive substances and gases into the air and ground on the Bezjak property, and into the surrounding areas.

104. Further, the dike surrounding BEZJAK 12 is woefully small and appears that it could only hold approximately 65% of the capacity of the tank.

105. Further, the wellhead at BEZJAK 12 is leaking with the annulus open to allow toxic gases to escape on and around the Bezjak property.

106. Upon reasonable belief, the causes of the leak at BEZJAK 12 include but are not limited to the following: faulty casing; faulty well integrity; problems with the open annulus space; faulty, improper, or insufficient cement; failure to secure potential gas cuts with cement;

improper design, engineering, construction, and maintenance of the well; and/or other deficiencies.

107. Upon reasonable belief, the valve on the wellhead of BEZJAK 12 leading to the annulus is in an open position and the gas bubbles indicate that the annulus to this well has integrity issues and that there has been communication through the cement casing and the open space in the well annulus.

108. The leak from BEZJAK 12 fluctuates in intensity and duration based upon factors including but not limited to well pressure, the actions of Well Defendants' well tender, and the integrity of the well, all better known to Well Defendants.

109. Upon reasonable belief, the problems with from BEZJAK 10, BEZJAK 23, BEZJAK 6, BEZJAK 15, and BEZJAK 12 can reasonably and practicably be abated, fixed, and/or mitigated by performing the following, but not limited to the following: a workover; installing new tanks, repairing the old tanks; constructing larger dikes; a squeeze/grout job; reworking the casing; capping the well entirely; and/or other measures.

PIPELINE

110. On or around June 30, 2011, Pipeline Defendants began construction of the Springhill CS to Bezjak Pipeline ("Pipeline"), portions of which run through property owned and/or rightfully occupied by the Plaintiffs Bezjaks, Headleys, Stronko, and Groovers in order to transport natural gas.

111. Pipeline Defendants originally applied to the DEP for the permit to construct the Pipeline on or about January 24, 2011.

112. The Pipeline permit was issued by the DEP on or about June 30, 2011.

113. Pipeline Defendants applied for another Pipeline permit on or about October 2, 2012 and DEP issued a permit on or about January 2, 2013.

114. Construction of the Pipeline began sometime after June 30, 2011 and has continued up to the time of the filing of this lawsuit.

115. In constructing the Pipeline, Pipeline Defendants caused or contributed to cause the creation of one or more of the following conditions on and/or near the property of the Plaintiffs Bezjaks, Headleys, Stronko, and Groovers:

- a. Excessive heavy equipment and truck traffic, which caused damage to roads and caused Plaintiffs Bezjaks, Headleys, Stronko, and Groovers' homes to vibrate on several occasions;
- b. Drilling activities which caused Plaintiffs Bezjaks, Headleys, Stronko, and Groovers' homes to vibrate on several occasions;
- c. Removal of, and/or damages trees, plants, and vegetation on and/or visible from Plaintiffs Bezjaks, Headleys, Stronko, and Groovers' properties;
- d. Repeated incidents of substantial amounts of litter and debris being strewn about;
- e. Excessive lights;
- f. Excessive noise;
- g. Excessive dust;
- h. Repeated defecation and urination by Pipeline Defendant employees and/or agents on Headleys' and Bezjaks' property;
- i. Several unannounced and announced road closures between 1 hour and 2 days, preventing free ingress and egress to the Plaintiffs Bezjaks, Headleys, Stronko, and Groovers' properties;

- j. Excessive road damage, which caused damage to Plaintiffs Bezjaks, Headleys, Stronko, and Groovers' vehicles;
- k. Damage to roads and property that were not a part of the agreed right of way;
- l. Damage to farm equipment due to rocks being washed into nearby fields;
- m. Damage to spring and residential water lines and wells;
- n. Damage to timber adjacent to easement due to improper harvesting; and
- o. Repeated harassment and/or menacing, intimidating, disrespectful, arrogant, and obnoxious behavior, by Pipeline Defendants, Well Defendants, and entities working on their behalf.

116. In addition, after approximately 2,000 feet of the Pipeline was constructed on the Headleys' property, Pipeline Defendants changed their minds and decided to re-route the Pipeline over another area of the Headleys' property.

117. This change of mind caused further destruction of trees, roads, and property on the Headleys' property.

118. In May, 2012, while Pipeline Defendants were attempting to drill under a portion of Georges Creek on the Headleys' property, Pipeline Defendants' drilling fluid blew out into the creek.

119. Upon information, Pipeline Defendants lost a minimum of 2,300 gallons of Bentonite and other harmful and potentially toxic drilling substances into the creek.

120. Subsequent blowouts occurred on at least 2 other occasions causing significant problems with the creek.

121. The drilling fluids could physically be seen in the creek up to a couple miles away and likely beyond.

122. The Headleys formerly used this creek as a place for recreation and enjoyment.

123. Pipeline Defendants have been the subject of several Environmental Health and Safety Violations issued by the DEP for their activities in constructing the subject Pipeline.

124. On June 11, 2012, Pipeline Defendants, and specifically Laurel Mountain, was found by DEP to have discharged “pollutional” materials into waters of the Commonwealth, in direct violation of 35 P.S. 402; 25 Pa. Code 78.54; and 25 Pa. Code 78.57(a).

125. Upon information and belief, Plaintiffs reasonably the June 11, 2012 violation to be related to the Bentonite blowouts described above.

126. On July 25, 2012, Pipeline Defendants, and specifically Laurel Mountain, was found by DEP to have discharged industrial waste, including drill cuttings, oil, brine, and/or silt into Georges Creek on or near the Headleys’ property, in direct violation of 35 P.S. 301, 307, 402; 25 Pa. Code 78.57(a); 25 Pa. Code 78.54; and 25 Pa. Code 78.60(a).

127. On August 27, 2012, Pipeline Defendants, and specifically Laurel Mountain, was found by DEP to have failed to properly store, transport, process or dispose of residual drilling waste on or near the Headleys’ property, in direct violation of 35 P.S. 6018.301.

128. Also on August 27, 2012, Pipeline Defendants, and specifically Laurel Mountain, was found by DEP to have again discharged industrial waste including drill cuttings, oil, brine, and/or silt into Georges Creek on or near the Headleys’ property, in direct violation of 35 P.S. 301, 307, 402; 25 Pa. Code 78.57(a); 25 Pa. Code 78.54; and 25 Pa. Code 78.60(a).

129. The Pipeline runs through Plaintiffs Bezjaks’ property for approximately $\frac{3}{4}$ of a mile.

130. Construction of the Pipeline on Plaintiffs Bezjaks’ property began in April 2012, without proper notice to the Bezjaks.

131. In May 2012, Pipeline Defendants, without permission, thereafter proceeded to promptly tear down fences on the Bezjak property without replacing them.

132. At this time, the Bezjaks had two herds of Angus cattle in areas of their property separated by one of the fences torn down by Pipeline Defendants.

133. As a result, cattle were allowed to interbreed, thereby practically ruining the Bezjaks' Angus breeding stock that they had worked for more than 40 years to build.

134. A court ordered Pipeline Defendants to thereafter install new fencing.

135. However, the fencing installed by Pipeline Defendants was inadequate and the Bezjaks lost two calves and a cow in the process.

136. In addition, in November, 2012, Mr. Bezjak caught Pipeline Defendants pumping what he believed to be waste out of a pipeline trench and onto his pasture that was used for cattle, causing large black spots on the land.

137. Upon information and belief, the substance discharged by Pipeline Defendants onto the Bezjaks' land was potentially toxic fluid from abandoned mine drainage, from ditch digging activities related to the installation of the Pipeline.

138. Later, in November of 2012, Mr. Bezjak again saw Pipeline Defendants dumping more waste on the Bezjak property, believed to be toxic fluid from abandoned mine drainage, from ditch digging activities related to the installation of the Pipeline.

139. Mr. Bezjak contacted DEP, who on November 9, 2012, found that Pipeline Defendants, and specifically Laurel Mountain, had again discharged industrial waste to waters of the Commonwealth, in direct violation of 35 P.S. 691.307.

140. On or about November 28, 2012, Mr. Bezjak caught Pipeline Defendants using a backhoe to pile dirt on puddles of contaminated water, thereby sending the liquid again into the Bezjaks' pasture.

141. During the first 3 months of the pipeline construction, Pipeline Defendants did not erect portable toilets, such that Pipeline Defendants' workers defecated repeatedly on the Bezjaks' property.

142. Further, Pipeline Defendants failed to maintain proper sediment controls on the right of way through the Bezjaks' property in connection with the construction of the Pipeline, which caused significant erosion, and continues to the present allowing toxic water to seep and flow into the Bezjaks' pasture and stream.

143. Further, in the course of constructing the Pipeline, Pipeline Defendants caused a blowout of toxic materials onto the Stronko's property that went into Georges Creek

144. Moreover, during construction of the Pipeline, the Groovers noticed that their well water would intermittently become extremely muddy.

145. As a result, the Groovers were forced to hook up to city water at great expense.

146. During the course of construction of the Pipeline, Pipeline Defendants did nothing to stop drivers of ATVs from trespassing onto Groovers' property.

147. The Pipeline Defendants were to install a fence and gates as well as restore the Groovers' property upon completion of the Pipeline construction.

148. The fence and gates were never installed and the Groovers' land was never restored to its former condition.

149. The failure of the Pipeline Defendants to restore the Groovers' land to its former condition left unreclaimed ditches, which has led to the creation of a breeding ground for mosquitos, resulting in a large amount of mosquitos on Groovers' property.

150. Because the Pipeline Defendants did not erect a fence, as agreed upon, the Groovers have lost another growing season for pasture that was to be used for their sheep herd.

151. Because the Pipeline Defendants did not erect a fence, as agreed upon, the Groovers are having to construct a fence.

152. The construction of the Pipeline has resulted in damage to the Groovers' well, their spring water line and to their city water line.

153. The Groovers' well was damaged during the drilling and/or fracking, fouling the water, rendering the well unusable.

154. The Pipeline Defendants did not prevent trucks from driving over the Groovers' spring water line. The waterline has been damaged resulting in drastically reduced water-flow, rendering the spring water line unusable.

155. In addition, the Pipeline Defendants dug through the spring water line three times.

156. The Groovers rely on the spring water line for outdoor watering needs.

157. The Pipeline Defendants prevent trucks from driving over the city water line leading to the Groovers' residence, such that the city water line had to be repaired. The water flow from the city water line, the Groovers' only source of drinking water, has been reduced.

158. The Pipeline Defendants did not abide by the right-of-way map developed prior to construction, such that the Pipeline Defendants caused additional farming land of the Groovers to be rendered unusable.

159. The Pipeline Defendants did not police the area of trash on a regular basis such that the Pipeline Defendants drove over the trash and compacted it into the Groovers' land.

160. Further, although the Pipeline does not run through Plaintiff Nicklow's property, but rather 800-1000 feet away, Plaintiff Nicklow has experienced extensive heavy truck traffic near his home and property.

COMPRESSOR STATION

161. On or about May 6, 2009, Compressor Defendants applied with the DEP to build the Springhill #2 Compressor Station ("Compressor Station") at or near 585 Hope Hollow Road, Lake Lynn, PA 15451.

162. The Compressor Station is a facility that assists in the transportation of gas from one location to another through a gas pipeline.

163. The Compressor Station is reasonably believed to contain pumps, turbines, motors, and engines which are used to pressurize natural gas.

164. Plaintiff Nicklow's residence is located approximately 800 feet from the Compressor Station.

165. The Compressor Station is located 540 yards from the Groovers' previous residence, property still owned and used by the Groovers. The Compressor Station frequently emits high decibel screeching and high pressure venting noises and also a near constant low rumble, all of which can be easily heard from the Nicklow property and from the former Groover residence.

166. The noise from the compressor station is what lead the Groovers to move from their former residence in June 2009 and continues to the present.

167. Further, when the Compressor station malfunctions, which occurs on average three (3) times a week, the compressor station emits a high decibel screeching sound that often times will sound for an entire day.

168. Upon reasonable belief, the Compressor Station periodically emits toxic substances that include, but are not limited to the following:

- a. Benzene;
- b. Ethylbenzene;
- c. Xylene;
- d. Toluene;
- e. Methane; and
- f. Ethane.

169. Upon reasonable belief, the Compressor station also periodically emits radioactive substances.

170. Upon reasonable belief, the Compressor station also periodically emits horrific odors that can be readily sensed on the Nicklow and Groovers' property.

171. Further, the Compressor Station brings with it excessive truck traffic and unannounced road blockages and closures that affect Plaintiffs Nicklow and Groovers.

172. On many occasions, Plaintiff Nicklow is forced to stay indoors in order to avoid the deafening sound of the malfunctioning compressor station, the strong odor of natural gas and/or the excessive dust being caused by Compressor Station Defendants.

COUNT I - PRIVATE NUISANCE
The Headleys, Nicklow, the Groovers, the Laverys and the Bezjaks
vs. Well Defendants

173. Plaintiffs repeat and reallege the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

174. Well Defendants, by their acts and/or omissions, including those of their officers, agents, contractors, and/or employees, and improper ownership, control, operation, and maintenance of their gas wells in close proximity to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak's properties have caused, created and maintained unreasonable, private, temporary, continuing and abatable invasions of Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak's use and enjoyment of their properties.

175. Well Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently, repeatedly, and unreasonably impaired the Headleys' private use and enjoyment of their property by improperly engaging in natural gas activities and causing the following, but not limited to the following conditions:

- a. Wells with integrity issues that frequently leak natural gas and other toxic and/or radioactive substances into the air and ground on and around the Headley property and the surrounding areas;
- b. Frequent discharges of toxic and/or radioactive substances and other emissions into the air from brine/flowback tanks in ill repair;
- c. Discharges of industrial waste into Georges Creek;
- d. Discharges of industrial waste onto their property;
- e. Discharges and improper disposal of radioactive materials onto their property;
- f. Damages to land;
- g. Methane migration;

- h. Excessive noise;
- i. Excessive truck and heavy machinery use and traffic;
- j. Excessive lights;
- k. Excessive odors;
- l. Frequent harassing behavior; and
- m. A hostile and harassing environment.

176. As a direct and proximate result of Well Defendants' acts and/or omissions in the operation of their wells, the Headleys have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

177. Well Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently, repeatedly, and unreasonably impaired the Bezjaks' private use and enjoyment of their property by improperly engaging in natural gas activities and causing the following, but not limited to the following conditions:

- a. Wells with integrity issues that frequently leak natural gas and other toxic and/or radioactive substances into the air and ground on and around the Bezjak property and the surrounding areas;
- b. Frequent discharges of toxic and/or radioactive substances and other emissions into the air from brine/flowback tanks in ill repair;

- c. Discharges of industrial waste into Georges Creek;
- d. Discharges of industrial waste onto their property;
- e. Discharges and improper disposal of radioactive materials onto their property;
- f. Damages to land;
- g. Excessive noise;
- h. Excessive truck and heavy machinery use and traffic;
- i. Improper dike structures to contain substances stored in brine tanks;
- j. Excessive odors;
- k. A hostile environment;
- l. Frequent harassing behavior; and
- m. A hostile and harassing environment.

178. As a direct and proximate result of Well Defendants' acts and/or omissions in the operation of their wells, the Bezjaks have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

179. Well Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently, repeatedly, and unreasonably impaired the Groovers' private use and enjoyment of their property by improperly engaging in natural gas activities and causing the following conditions:

- a. Wells with integrity issues that frequently leak natural gas and other toxic and/or radioactive substance into the air on and ground near the Groover property and the surrounding areas;
- b. Frequent discharges of toxic and/or radioactive substances and other emissions into the air from brine/flowback tanks in ill repair;
- c. Discharges of industrial waste onto and/or near their property;
- d. Excessive odors;
- e. Excessive noise;
- f. Excessive truck and heavy machinery use and traffic; and
- g. Excessive lights.

180. As a direct and proximate result of Well Defendants' acts and/or omissions in the operation of their wells, the Groovers have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

181. Well Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently, repeatedly, and unreasonably impaired the Laverys' private use and enjoyment of their property by improperly engaging in natural gas activities and causing the following conditions:

- a. Wells with integrity issues that frequently leak natural gas and other toxic and/or radioactive substances into the air and ground on and around the Lavery property and the surrounding areas;
- b. Frequent discharges of toxic and/or radioactive substances and other emissions into the air from brine/flowback tanks in ill repair; and
- c. Excessive odors.

182. As a direct and proximate result of Well Defendants' acts and/or omissions in the operation of their wells, the Laverys have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

183. Well Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently, repeatedly, and unreasonably impaired Nicklow's private use and enjoyment of his property by improperly engaging in natural gas activities and causing the following conditions:

- a. Wells with integrity issues that frequently leak natural gas and other toxic and/or radioactive substances into the air and ground on, around, and near the Nicklow property and the surrounding areas;
- b. Frequent discharges of toxic and/or radioactive substances and other emissions into the air from brine/flowback tanks in ill repair; and

c. Excessive odors.

184. Well Defendants, including their officers, agents, and/or employees knew or were substantially certain that their natural gas activities would create and maintain such a continuing nuisance to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak.

185. Each of the aforesaid injurious conditions created by Well Defendants are reasonably and practicably abatable through better operation, procedures, management, repair, technology, oversight, maintenance, or otherwise.

186. However, Well Defendants have failed to take known reasonable, practicable, and necessary steps to warn of, abate, minimize, or eliminate such conditions.

187. Well Defendants' use of property and the impairment to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak's use and enjoyment of their property has been and is unreasonable and abnormally dangerous.

188. As a result, Well Defendants are liable for all of the damages and injuries to the Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak caused by their acts and/or omissions and natural gas exploration activities, and to abate such nuisance.

189. Well Defendants knew, or should have known, that their conduct described herein, including, but not limited to the knowing release of toxic and dangerous emissions, had and has a substantial likelihood of causing significant injury to Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak; Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak's property; Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak's property rights; and, Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak's quiet use and enjoyment of their property.

190. Further, some or all of the acts and/or omissions of Well Defendants described herein, including those of their including their officers, agents, contractors, and/or employees, were intentional and/or grossly, recklessly, and/or wantonly negligent, and were done with utter disregard for the Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak's rights, property, safety, and well-being, and therefore, Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak are entitled to an award of punitive damages.

WHEREFORE, the Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak each hereby seek all damages allowed under the laws of the Commonwealth of Pennsylvania from the Well Defendants, jointly and severally, in an amount in excess of \$50,000.00, plus costs of suit, which sum is in excess of the amount requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Court to compensate Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak for the interference of their right to the use and quiet enjoyment of their respective properties; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Well Defendants, jointly and severally, for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Well Defendants, and for such other and further relief as the Court may deem just and appropriate.

COUNT II – NEGLIGENCE/RECKLESSNESS
The Headleys, Nicklow, the Groovers, the Laverys and the Bezjaks
vs. Well Defendants

191. Plaintiffs repeat and reallege the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

192. Well Defendants, at all times relevant herein, owed the following, but not limited to the following, duties of reasonable care to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak:

- a. To reasonably and responsibly own, operate, control, and maintain their wells so as not to injure Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak or otherwise impair their use and enjoyment of property;
- b. To take all measures reasonably necessary to inform and protect the Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak from dangerous and/or unreasonable well activities;
- c. To warn of the conditions and harms that their wells might, would, or do cause Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak;
- d. To properly manage and dispose of residual waste from their activities;
- e. To properly manage their wells;
- f. To mitigate noise, light and dust;
- g. To mitigate excessive odors;
- h. To not cause damage to land; and
- i. To prevent releases of hazardous, toxic, and/or radioactive substances into the air and water;

193. Well Defendants, including their officers, agents, contractors, and/or employees, have repeatedly breached these duties of care to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak, thereby directly and proximately causing significant damages to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak for which they are entitled to compensation.

194. Well Defendants, including their officers, agents, and/or employees, should have taken reasonable precautions and measures to prevent and/or mitigate the problems caused by their activities.

195. As a direct and proximate result of Well Defendants' acts and omissions stated herein, Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak have suffered damages for which they are entitled to compensation.

196. Well Defendants, including their officers, agents, and/or employees, knew or in the exercise of reasonable care should have known, that such problems caused by Well Defendants' negligent and reckless conduct, and the resultant harm to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak and their properties were foreseeable consequences of Well Defendants' acts and/or omissions in the manner in which they engaged in their gas drilling and production activities.

197. Well Defendants' acts and omissions, including those of their including their officers, agents, contractors, and/or employees were the direct and proximate cause of the damages to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak alleged herein.

198. Well Defendants knew, or should have known, that their conduct described herein, including, but not limited to the knowing release of toxic and dangerous emissions, had and has a substantial likelihood of causing significant injury to Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak; Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak's property; and Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak's property rights.

199. Further, some or all of the acts and/or omissions of Well Defendants described herein, including those of their including their officers, agents, contractors, and/or employees, were intentional and/or grossly, recklessly, and/or wantonly negligent, and were done with utter

disregard for the Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak's rights, property, safety, and well-being, and therefore, Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak are entitled to an award of punitive damages.

WHEREFORE, Plaintiffs Headley, Lavery, Nicklow, Groover, and Bezjak each hereby seek all damages allowed under the laws of the Commonwealth of Pennsylvania from the Well Defendants, jointly and severally, in an amount in excess of \$50,000.00, plus costs of suit, which sum is in excess of the amount requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Court to compensate Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak for all injuries caused by Well Defendants' negligent and reckless acts and omissions; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Well Defendants, jointly and severally, for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Well Defendants, and for such other and further relief as the Court may deem just and appropriate.

COUNT III - PRIVATE NUISANCE

**The Headleys, Nicklow, the Groovers, the Laverys, Stronko and the Bezjaks
vs. Pipeline Defendants**

200. Plaintiffs repeat and reallege the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

201. Pipeline Defendants, by their acts and/or omissions, including those of their officers, agents, contractors, and/or employees, and improper ownership, control, operation, and maintenance of their Pipelines on and in close proximity to Plaintiffs Headley, Nicklow, Groover, Lavery, Stronko and Bezjak's properties have created and maintained unreasonable,

private, temporary, continuing and abatable invasions of Plaintiffs Headley, Nicklow, Groover, Lavery, Stronko and Bezjak's use and enjoyment of their properties.

202. Pipeline Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired the Headleys' private use and enjoyment of their property by engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive heavy equipment use and truck traffic, which caused damage to roads and caused the Headleys' home to vibrate on several occasions;
- b. Drilling activities which caused the Headleys' home to vibrate on several occasions;
- c. Removal of, and/or damages trees, plants, and vegetation on and/or visible from the Headleys' property;
- d. Repeated incidents of substantial amounts of litter and debris being strewn about;
- e. Damage to and use of roads and property that were not a part of the agreed right of way;
- f. Excessive lights;
- g. Excessive noise;
- h. Excessive dust;
- i. Excessive odors;
- j. Land erosion;
- k. Several unannounced and announced road closures between 1 hour and 2 days, preventing free ingress and egress to the Headley's property;

- l. Excessive road damage, which caused damage to the Headley's vehicles;
- m. Failure of Pipeline Defendants to restore Headleys' property to its original condition;
- n. Other damages to trees;
- o. Repeated discharges of drilling fluid onto the Headley property and into Georges Creek;
- p. Repeated defecation and urination by Pipeline workers on the Headleys' property;
- q. Repeated harassment and/or menacing, intimidating, disrespectful, arrogant, and obnoxious behavior, by Pipeline Defendants and entities working on their behalf toward the Headleys.

203. As a direct and proximate result of Pipeline Defendants' acts and/or omissions in the construction of the Pipeline, the Headleys have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, concern for the Pipeline causing an explosion, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

204. Pipeline Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired the Laverys' private use and enjoyment of their property by engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive heavy equipment use and truck traffic;

- b. Excessive lights;
- c. Excessive noise;
- d. Excessive dust;
- e. Several unannounced and announced road closures between 1 hour and 2 days, preventing free ingress and egress to the Laverys' property.

205. As a direct and proximate result of Pipeline Defendants' acts and/or omissions in the construction of the Pipeline, the Laverys have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, concern for the Pipeline causing an explosion, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

206. Pipeline Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired Nicklow's private use and enjoyment of his property by engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive heavy equipment use and truck traffic;
- b. Excessive lights;
- c. Excessive noise;
- d. Excessive dust;
- e. Several unannounced and announced road closures between 1 hour and 2 days, preventing free ingress and egress to Nicklow's property.

207. As a direct and proximate result of Pipeline Defendants' acts and/or omissions in the construction of the Pipeline, Nicklow has suffered significant impairment to his use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, concern for the Pipeline causing an explosion, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

208. Pipeline Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired the Groovers' private use and enjoyment of their property by engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive heavy equipment use and truck traffic, which caused damage to roads and caused the Groovers' home to vibrate on several occasions;
- b. Drilling activities which caused the Groovers' home to vibrate on several occasions;
- c. Removal of, and/or damages trees, plants, and vegetation on and/or visible from the Groovers' property;
- d. Repeated incidents of substantial amounts of litter and debris being strewn about;
- e. Damage to Groovers' well; their spring water line and their city water line;
- f. Failure of Pipeline Defendants to construct a fence and gates as agreed upon;

- g. Failure of Pipeline Defendants to restore Groovers' property to its original condition resulting in ditches filling with water and creating a breeding ground for mosquitos;
- h. Allowing drivers of ATVs to repeatedly enter onto the Groovers' property;
- i. Repeated incidents of substantial amounts of litter and debris being strewn about and compacted into the soil;
- j. Excessive lights;
- k. Excessive noise;
- l. Excessive dust;
- m. Excessive odors;
- n. Land erosion;
- o. Several unannounced and announced road closures between 1 hour and 2 days, preventing free ingress and egress to the Groovers' property;
- p. Excessive road damage, which caused damage to the Groovers' vehicles;
- q. Damage to and use of roads and property that were not a part of the agreed right of way;
- r. Debris being placed onto the Groovers' fields due to lack of proper drainage;
- s. Damage to farm equipment due to rocks being washed into the Groovers' fields;
- t. Damage to timber adjacent to easement due to improper harvesting; and
- u. Repeated harassment and/or menacing, intimidating, disrespectful, arrogant, and obnoxious behavior, by Pipeline Defendants and entities working on their behalf toward the Groovers.

209. As a direct and proximate result of Pipeline Defendants' acts and/or omissions in the construction of the Pipeline, the Groovers have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, concern for the Pipeline causing an explosion, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

210. Pipeline Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired the Bezjaks' private use and enjoyment of their property by improperly engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive heavy equipment use and truck traffic, which caused damage to roads and caused the Bezjaks' home to vibrate on several occasions;
- b. Drilling activities which caused the Bezjaks' home to vibrate on several occasions;
- c. Removal of, and/or damages trees, plants, and vegetation on and/or visible from the Bezjaks' property;
- d. Repeated incidents of substantial amounts of litter and debris being strewn about;
- e. Excessive lights;
- f. Excessive noise;
- g. Excessive dust;

- h. Several unannounced and announced road closures between 1 hour and 2 days, preventing free ingress and egress to the Bezjaks' property;
- i. Excessive road damage;
- j. Damage to and use of roads and property that were not a part of the agreed right of way;
- k. Excessive erosion on the Pipeline right of way;
- l. Improper temporary fencing which allowed the Bezjaks' Angus cattle to interbreed;
- m. Deceased cattle;
- n. Discharges of drilling fluid and other mining wastes onto the Bezjaks' property;
- o. Repeated defecation and urination by Pipeline workers on the Bezjaks' property; and
- p. Repeated harassment and/or menacing, intimidating, disrespectful, arrogant, and obnoxious behavior, by Pipeline Defendants and entities working on their behalf toward the Bezjaks.

211. As a direct and proximate result of Pipeline Defendants' acts and/or omissions in the construction of the Pipeline, the Bezjaks have suffered significant impairment to their use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, concern for the Pipeline causing an explosion, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, deaths of cattle, interbreeding of cattle, and concern for water and air quality, for which they are entitled to compensation.

212. Pipeline Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired Plaintiff Stronko's private use and enjoyment of his property by improperly engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive heavy equipment use and truck traffic, which caused damage to roads and caused Plaintiff Stronko's home to vibrate on several occasions;
- b. Drilling activities which caused Plaintiff Stronko's home to vibrate on several occasions;
- c. Removal of, and/or damages trees, plants, and vegetation on and/or visible from Plaintiff Stronko's property;
- d. Repeated incidents of substantial amounts of litter and debris being strewn about;
- e. Excessive lights;
- f. Excessive noise;
- g. Excessive dust;
- h. Road damage;
- i. Damage to and use of roads and property that were not a part of the agreed right of way;
- j. Several unannounced and announced road closures between 1 hour and 2 days, preventing free ingress and egress to Plaintiff Stronko's property;
- k. Discharges of drilling fluid and other mining wastes onto Plaintiff Stronko's property and into Georges Creek;

1. Repeated harassment and/or menacing, intimidating, disrespectful, arrogant, and obnoxious behavior, by Pipeline Defendants and entities working on their behalf toward Plaintiff Stronko.

213. As a direct and proximate result of Pipeline Defendants' acts and/or omissions in the construction of the Pipeline, Plaintiff Stronko has suffered significant impairment to his use and enjoyment of property, including, but not limited to property damage, substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, fear, concern, concern for the Pipeline causing an explosion, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, deaths of cattle, interbreeding of cattle, and concern for water and air quality, for which he is entitled to compensation.

214. Pipeline Defendants, including their officers, agents, and/or employees knew or were substantially certain that their natural gas activities would create and maintain such a continuing nuisance to the Plaintiffs Headley, Nicklow, Groover, Lavery, Stronko and Bezjak.

215. Each of the aforesaid injurious conditions created by Pipeline Defendants are reasonably and practicably abatable through better operation, procedures, management, repair, technology, oversight, maintenance, or otherwise.

216. However, Pipeline Defendants have failed to take known reasonable, practicable, and necessary steps to warn of, abate, minimize, or eliminate such conditions.

217. Pipeline Defendants' use of property and the impairment to Plaintiffs Headley, Nicklow, Groover, Lavery, Stronko and Bezjak's use and enjoyment of property has been and is unreasonable and abnormally dangerous.

218. As a result, Pipeline Defendants are liable for all of the damages and injuries to the Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak caused by their acts and/or omissions and natural gas exploration activities, and to abate such nuisances.

219. Pipeline Defendants knew, or should have known, that their dangerous and reckless conduct described herein had and has a substantial likelihood of causing significant injury to Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak; Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's property; Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's property rights; and Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's quiet use and enjoyment of property.

220. Further, some or all of the acts and/or omissions of Pipeline Defendants described herein, including those of their including their officers, agents, contractors, and/or employees, were intentional and/or grossly, recklessly, and/or wantonly negligent, and were done with utter disregard for the Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's rights, property, safety, and well-being, and therefore, Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak are entitled to an award of punitive damages.

WHEREFORE, Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak each hereby seek all damages allowed under the laws of the Commonwealth of Pennsylvania from the Pipeline Defendants, jointly and severally, in an amount in excess of \$50,000.00, plus costs of suit, which sum is in excess of the amount requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Court to compensate Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak for the interference of their right to the use and quiet enjoyment of their respective properties; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to

punish Pipeline Defendants, jointly and severally, for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Pipeline Defendants, and for such other and further relief as the Court may deem just and appropriate.

COUNT IV – NEGLIGENCE/RECKLESSNESS
The Headleys, the Nicklows, the Groovers, the Laverys, the Stronkos and the Bezjaks
vs. Pipeline Defendants

221. Plaintiffs repeat and reallege the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

222. Pipeline Defendants, at all times relevant herein, owed the following, but not limited to the following duties of reasonable care to Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak:

- a. To reasonably and responsibly own, operate, control, and maintain their Pipeline so as not to injure Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak or otherwise impair their use of property;
- b. To take all measures reasonably necessary to inform and protect Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak from dangerous and/or unreasonable well activities;
- c. To not cause vibrations of Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's homes and property;
- d. To not cause excessive damage to trees, plants, and vegetation;
- e. To not cause damage to wells and water lines;
- f. To not cause excessive litter and/or trash;
- g. To prevent debris from being placed on Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's properties;

- h. To prevent egress and ingress to the Groovers' property by ATV's;
- i. To prevent damage to vehicles and farm equipment;
- j. To prevent damage to adjacent timber;
- k. To prevent discharges of drilling fluid and/or other wastes;
- l. To properly manage and dispose of residual waste from their activities;
- m. To mitigate noise, light and dust;
- n. To mitigate excessive odors;
- o. To restore the Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's properties to their original condition;
- p. To not cause excessive damage to land;
- q. To not cause excessive road damage;
- r. To prevent erosion;
- s. To only use roads and property that were a part of the agreed right of way;
- t. To not cause excessive traffic;
- u. To not harass, menace, intimidate, disrespect Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak;
- v. To prevent releases of hazardous substances into the air and water;
- w. To not defecate and urinate on Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's properties without proper portable toilets;
- x. To not cause or allow harassment and/or menacing, intimidating, disrespectful, arrogant, and obnoxious behavior toward Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak;

- y. To not prevent Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak from ingress and egress to their properties; and
- z. To mitigate the impacts of the Pipeline construction activities.

223. Pipeline Defendants, including their officers, agents, contractors, and/or employees, have repeatedly breached some of these duties of care to each of the Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak, thereby directly and proximately causing significant damages to Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak for which they are entitled to compensation.

224. Pipeline Defendants, including their officers, agents, and/or employees, should have taken reasonable precautions and measures to prevent and/or mitigate the problems caused by their activities.

225. Pipeline Defendants, including their officers, agents, and/or employees, knew or in the exercise of reasonable care should have known, that such problems caused by Pipeline Defendants' negligent and reckless conduct, and the resultant harm to Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak and their properties were foreseeable consequences of Pipeline Defendants' acts and/or omissions in the manner in which it engaged in its Pipeline construction activities.

226. Pipeline Defendants' acts and omissions, including those of their including their officers, agents, contractors, and/or employees were the direct and proximate cause of the damages to Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak alleged herein.

227. Pipeline Defendants knew, or should have known, that their dangerous conduct described herein, had and has a substantial likelihood of causing significant injury to Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak; Plaintiffs Headley, Lavery, Nicklow,

Stronko, Groover, and Bezjak's property; and Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak's property rights.

228. Further, some or all of the acts and/or omissions of Well Defendants described herein, including those of their including their officers, agents, contractors, and/or employees, were intentional and/or grossly, recklessly, and/or wantonly negligent, and were done with utter disregard for the Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak' rights, property, safety, and well-being, and therefore, Plaintiffs Headley, Nicklow, Groover, Lavery and Bezjak are entitled to an award of punitive damages.

WHEREFORE, Plaintiffs Headley, Lavery, Nicklow, Groover, Stronko, and Bezjak each hereby seek all damages allowed under the laws of the Commonwealth of Pennsylvania from the Pipeline Defendants, jointly and severally, in an amount in excess of \$50,000.00, plus costs of suit, which sum is in excess of the amount requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Court to compensate Plaintiffs Headley, Lavery, Nicklow, Stronko, Groover, and Bezjak for all injuries caused by their negligent and reckless acts and omissions; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Pipeline Defendants, jointly and severally, for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Pipeline Defendants, and for such other and further relief as the Court may deem just and appropriate.

COUNT V – PRIVATE NUISANCE
Nicklow and Groover vs. Compressor Defendants

229. Plaintiffs repeat and reallege the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

230. Compressor Defendants, by their acts and/or omissions, including those of their officers, agents, contractors, and/or employees, and improper ownership, control, operation, and maintenance of their Compressor Station on and in close proximity to Plaintiff Nicklow's properties have created and maintained unreasonable, private, temporary, continuing and abatable invasions of Plaintiff Nicklow's use and enjoyment of his properties.

231. Compressor Station Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired Plaintiff Nicklow's private use and enjoyment of his property by engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive noise;
- b. Frequent releases of toxic and hazardous substances into the air;
- c. Excessive odors; and
- d. Excessive truck traffic.

232. As a direct and proximate result of Compressor Defendants' acts and/or omissions in the operation of their wells, Plaintiff Nicklow has suffered the significant impairment to his use and enjoyment of property, including, but not limited to substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, difficulty breathing, fear, concern, concern that the Compressor Station will explode, difficulty sleeping, health concerns, deprivation of the ability to further develop his property, destruction of the serenity of the property, and concern for water and air quality, for which he is entitled to compensation.

233. Compressor Defendants, by their acts and/or omissions, including those of their officers, agents, contractors, and/or employees, and improper ownership, control, operation, and

maintenance of their Compressor Station on and in close proximity to Plaintiff Nicklow's properties have created and maintained unreasonable, private, temporary, continuing and abatable invasions of Plaintiff Nicklow's use and enjoyment of his properties.

234. Compressor Station Defendants, by their acts and/or omissions including those of their officers, agents, contractors, and/or employees have negligently, recklessly, knowingly, intentionally, or otherwise frequently and repeatedly impaired the Groovers' private use and enjoyment of their property by engaging in Pipeline construction activities and causing the following conditions:

- a. Excessive noise;
- b. Frequent releases of toxic and hazardous substances into the air;
- c. Excessive odors; and
- d. Excessive truck traffic.

235. As a direct and proximate result of Compressor Defendants' acts and/or omissions in the operation of their wells, the Groovers have suffered the significant impairment to their use and enjoyment of property, including, but not limited to substantial discomfort, annoyance, offense to the senses, angst, anxiety, distress, disgust, embarrassment, difficulty breathing, fear, concern, concern that the Compressor Station will explode, difficulty sleeping, health concerns, deprivation of the ability to further develop their property, destruction of the serenity of the property, and concern for water and air quality, for which they are entitled to compensation.

236. Compressor Defendants knew, or should have known, that their dangerous and reckless conduct described herein had and has a substantial likelihood of causing significant injury to Plaintiffs Nicklow and Groovers; Plaintiffs Nicklow and Groovers' property; Plaintiffs Nicklow and Groovers' property rights; and Plaintiffs Nicklow and Groovers' quiet use and

enjoyment of property thereby directly and proximately causing damages to Plaintiffs Nicklow and Groovers for which they are entitled to compensation.

237. Further, some or all of the acts and/or omissions of Compressor Defendants described herein, including those of their including their officers, agents, contractors, and/or employees, were intentional and/or grossly, recklessly, and/or wantonly negligent, and were done with utter disregard for the Plaintiffs Nicklow and Groovers' rights, property, safety, and well-being, and therefore, Plaintiffs Nicklow and Groovers are entitled to an award of punitive damages.

WHEREFORE, Plaintiffs Nicklow and Groovers each hereby seek all damages allowed under the laws of the Commonwealth of Pennsylvania from the Compressor Defendants, jointly and severally, in an amount in excess of \$50,000.00, plus costs of suit, which sum is in excess of the amount requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Court to compensate Plaintiffs Nicklow and Groovers for the interference of their right to the use and quiet enjoyment of their respective properties; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Compressor Defendants, jointly and severally, for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Compressor Defendants, and for such other and further relief as the Court may deem just and appropriate.

COUNT VI – NEGLIGENCE/RECKLESSNESS
Nicklow and Groovers vs. Compressor Defendants

238. Plaintiffs repeat and reallege the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

239. Compressor Defendants, at all times relevant herein, owed the following, but not limited to the following duties of reasonable care to Plaintiffs Nicklow and the Groovers:

- a. To reasonably and responsibly own, operate, control, and maintain their Compressor Station so as not to injure Plaintiffs Nicklow and the Groovers or otherwise impair their use of property;
- b. To control releases of toxic substances;
- c. To control noise;
- d. To control odors; and
- e. To not cause excessive truck traffic.

240. Compressor Defendants, including their officers, agents, contractors, and/or employees, have repeatedly breached these duties of care to Plaintiffs Nicklow and the Groovers, or were otherwise negligent and reckless, thereby directly and proximately causing significant damages to Plaintiffs Nicklow and the Groovers for which they are entitled to compensation.

241. Compressor Defendants, including their officers, agents, and/or employees, should have taken reasonable precautions and measures to prevent and/or mitigate the problems caused by their activities.

242. Compressor Defendants, including their officers, agents, and/or employees, knew or in the exercise of reasonable care should have known, that such problems caused by Compressor Defendants' negligent and reckless conduct, and the resultant harm to Plaintiffs Nicklow and the Groovers and their properties were foreseeable consequences of Compressor Defendants' acts and/or omissions in the manner in which it engaged in its gas compression activities.

243. Compressor Defendants' acts and omissions, including those of their including their officers, agents, contractors, and/or employees were the direct and proximate cause of the damages to Plaintiffs Nicklow and the Groovers alleged herein.

244. Pipeline Defendants knew, or should have known, that their dangerous and reckless conduct described herein had and has a substantial likelihood of causing significant injury to Plaintiffs Nicklow and the Groovers; Plaintiffs Nicklow and the Groovers' property; Plaintiffs Nicklow and the Groovers' property rights; and Plaintiffs Nicklow and the Groovers' quiet use and enjoyment of property.

245. Further, some or all of the acts and/or omissions of Compressor Defendants, including those of their including their officers, agents, contractors, and/or employees were grossly, recklessly, and/or wantonly negligent, and were done with utter disregard for the consequences to Plaintiffs Nicklow and the Groovers and therefore, they are entitled to an award of punitive damages.

WHEREFORE, Plaintiffs Nicklow and the Groovers each hereby seek all damages allowed under the laws of the Commonwealth of Pennsylvania from the Compressor Defendants, jointly and severally, in an amount in excess of \$50,000.00, plus costs of suit, which sum is in excess of the amount requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Court to compensate Plaintiffs Nicklow and the Groovers for all injuries caused by their negligent and reckless acts and omissions; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Compressor Defendants, jointly and severally, for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Compressor Defendants, and for such other and further relief as the Court may deem just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

Respectfully submitted,



Peter Britton Bieri (PA Bar 314960)
SPEER LAW FIRM, P.A.
104 W. 9th Street, Suite 400
Kansas City, MO 64105
Phone: (816) 472-3560
Fax: (816) 421-2150

Edward Ciarimboli (PA Bar No. 85904)
Fellerman & Ciarimboli
183 Market Street
Suite 200
Kingston, PA 18704
318 Penn Ave, Suite 2
Scranton, PA 18503
Phone: (570) 714-4878
Fax: (570) 714-7255

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COVER SHEET

<p>Plaintiff(s)</p> <p>David Headley; Linda Headdley; Adam Headley, a Minor by David Headley & Linda Headley, Guardians; Grant Headley, a Minor, by David Headley & Linda Headley, Guardians; Joseph Bezjak; Mildred Bezjak; Benjamin Groover, Sr.; Lori Groover; Benjamin Groover, Jr., a Minor by Benjamin Groover, Sr. & Lori Groover, Guardians; Sharon Groover, Anne Groover, a Minor by Benjamin Groover, Sr. & Lori Groover, Guardians; Elzie Lavery; (See Attached for Additional Plaintiffs)</p>	<p>Case Number :</p> <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between;"> </div>
<p align="center">Vs</p> <p>Defendant(s)</p> <p>CHEVRON APPALACHIA, LLC f/k/a ATLAS AMERICA, LLC; ATLAS PIPELINE PARTNERS GP, LLC; ATLAS PIPELINE PARTNERS, L.P.; LAUREL MOUNTAIN MIDSTREAM OPERATING LLC f/k/a ATLAS PIPELINE PENNSYLVANIA, LLC; ATLAS RESOURCES, LLC f/k/a ATLAS RESOURCES, INC.; CHEVRON CORPORATION f/k/a ATLAS ENERGY, INC. f/k/a ATLAS AMERICA, INC.; CHEVRON, INC.; CHEVRON NATURAL GAS SERVICES, INC.; CHEVRON USA INC. d/b/a CHEVRON NORTH AMERICA EXPLORATION & PRODUCTION COMPANY; WPX ENERGY APPALACHIA, LLC f/k/a WILLIAMS PRODUCTION APPALACHIA LLC; (See attached for additional defendants)</p>	<p>Type of pleading :</p> <p>Complaint</p>
	<p>Code and Classification : _____</p>
	<p>Filed on behalf of</p> <p>Plaintiffs</p>
	<p>(Name of the filing party)</p>
	<p><input checked="" type="checkbox"/> Counsel of Record</p> <p><input type="checkbox"/> Individual, If Pro Se</p>
	<p>Name, Address and Telephone Number :</p> <p>Peter Britton Bieri Speer Law Firm, P.A. 104 W 9th St., Ste. 400 Kansas City, MO 64105 (816) 472-3560 x24</p>
	<p>Attorney's State ID : <u>314960</u></p>
	<p>Attorney's Firm ID : _____</p>

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION COVER SHEET CONTINUED**

Plaintiffs Continued:)	
MARY LAVERY; ROBERT E. NICKLOW, SR.;)	
and ALBERT STRONKO)	
)	
Plaintiffs,)	
)	Case No.
v.)	
)	
Defendants List Continued:)	
WPX ENERGY KEYSTONE, LLC f/k/a)	
WILLIAMS PRODUCTION KEYSTONE LLC;)	
And WPX ENERGY MARCELLUS)	
GATHERING, LLC f/k/a WILLIAMS)	
MARCELLUS GATHERING LLC)	
)	
Defendants.)	

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW**

DAVID HEADLEY; LINDA HEADLEY;)
ADAM HEADLEY, a MINOR BY DAVID)
HEADLEY AND LINDA HEADLEY -)
GUARDIANS; GRANT HEADLEY, a MINOR)
BY DAVID HEADLEY AND LINDA)
HEADLEY, GUARDIANS; JOSEPH BEZJAK;)
MILDRED BEZJAK; BENJAMIN)
GROOVER, SR.; LORI GROOVER;)
BENJAMIN GROOVER, JR., a MINOR by)
BENJAMIN GROOVER, SR. and LORI)
GROOVER - GUARDIANS; SHARON)
GROOVER; ANNE GROOVER, a MINOR by)
BENJAMIN GROOVER, SR. and LORI)
GROOVER - GUARDIANS; ELZIE LAVERY;)
MARY LAVERY; ROBERT E. NICKLOW, SR.;)
and ALBERT STRONKO)

Plaintiffs,)

v.)

CHEVRON APPALACHIA, LLC f/k/a)
ATLAS AMERICA, LLC;)
ATLAS PIPELINE PARTNERS GP, LLC;)
ATLAS PIPELINE PARTNERS, L.P.;)
LAUREL MOUNTAIN MIDSTREAM)
OPERATING LLC - f/k/a ATLAS PIPELINE)
PENNSYLVANIA, LLC;)
ATLAS RESOURCES, LLC f/k/a ATLAS)
RESOURCES, INC.;)
CHEVRON CORPORATION f/k/a ATLAS)
ENERGY, INC. f/k/a ATLAS AMERICA, INC.;)
CHEVRON, INC.;)
CHEVRON NATURAL GAS SERVICES, INC.;)
CHEVRON USA INC. d/b/a CHEVRON)
NORTH AMERICA EXPLORATION &)
PRODUCTION COMPANY;)
WPX ENERGY APPALACHIA, LLC f/k/a)
WILLIAMS PRODUCTION APPALACHIA LLC;)
WPX ENERGY KEYSTONE, LLC f/k/a)
WILLIAMS PRODUCTION KEYSTONE LLC;)

No.

JURY DEMAND

and WPX ENERGY MARCELLUS GATHERING,)
LLC f/k/a WILLIAMS MARCELLUS)
GATHERING LLC)
)
)
Defendants.)

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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

Lawyer Referral Service
Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
Telephone: (412) 261-5555

Official Note

The above notice does not change any of the rules relating to the pleading of objections and defenses.

This rule applies to all complaints including those where service is by publication. For the mandatory content of the publication in such cases see Rule 430(b).

When a defendant is served outside the United States, Rule 1026(b) provides a sixty-day period for pleading.

(c) Each court shall be local rule designate the officer, organization, agency or person to be named in the notice from whom information can be obtained.

(d) A court may by local rule require the notice to be repeated in one or more designated languages other than English.