

**E-FILED**

DEC 30 2015

CIVIL/FAMILY DIVISION  
DEPT. OF COURT RECORDS  
ALLEGHENY COUNTY, PA.

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

**COVER SHEET**

<p><b>Plaintiff(s)</b> Estate of Terry Greenwood, by Kathryn Greenwood, Administrator; Kathryn Greenwood; and Terence Greenwood</p>	<p>Case Number : GD - 15 - 23255</p>
	<p>Type of pleading : Complaint</p>
	<p>Code and Classification : _____</p>
	<p>Filed on behalf of Plaintiffs</p>
	<p>(Name of the filing party)</p>
<p><b>Defendant(s)</b> Vs CNX Gas Company, L.L.C.; Consol Energy, Inc.</p> <p>Both Defendants to be served at: CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101</p>	<p><input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, If Pro Se</p>
	<p>Name, Address and Telephone Number : Peter Britton Bieri Speer Law Firm, P.A. 104 W. 9th Street, Suite 400 Kansas City, MO 64105 816 472-3560 Fax: 816 421-2150</p>
	<p>Attorney's State ID : 314960</p>
	<p>Attorney's Firm ID : _____</p>

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

ESTATE OF TERRY GREENWOOD, BY )		
KATHRYN GREENWOOD, ADMINISTRATOR; )		
KATHRYN GREENWOOD; and )		CIVIL DIVISION
TERENCE GREENWOOD )		CASE No.:
)		
Plaintiffs, )		
v. )		<b>JURY TRIAL DEMANDED</b>
)		
CNX GAS COMPANY, L.L.C.; and )		
CONSOL ENERGY, INC.; )		
)		
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  
11<sup>th</sup> 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 by 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.

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

ESTATE OF TERRY GREENWOOD, BY )  
KATHRYN GREENWOOD, ADMINISTRATOR; )  
KATHRYN GREENWOOD; and )  
TERENCE GREENWOOD )

CIVIL DIVISION

Plaintiffs, )

No. )

v. )

**COMPLAINT**

Filed on behalf of Plaintiffs

CNX GAS COMPANY, L.L.C.; and )  
CONSOL ENERGY, INC.; )

Counsel of Record:

Peter Britton Bieri  
PA Bar No. 314960

Defendants. )

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

**Service Information:** )

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Edward Ciarimboli  
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Clancy Boylan  
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**JURY DEMAND**

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

ESTATE OF TERRY GREENWOOD, BY )		
KATHRYN GREENWOOD, ADMINISTRATOR; )		
KATHRYN GREENWOOD; and )		CIVIL DIVISION
TERENCE GREENWOOD )		
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Plaintiffs, )		No.
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v. )		
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CNX GAS COMPANY, L.L.C.; and )		
CONSOL ENERGY, INC.; )		
)		
)		
Defendants. )		

**COMPLAINT**

Plaintiffs ESTATE OF TERRY GREENWOOD, BY KATHRYN GREENWOOD, AMDMINISTRATOR; KATHRYN GREENWOOD; and TERENCE GREENWOOD, (hereinafter sometimes collectively referred to as "Plaintiffs"), by and through counsel, for their cause of action against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC. (hereinafter sometimes collectively referred to as "Defendants"), state and allege as follows:

**NATURE OF THE CASE**

1. This is an action by residents and/or owners of property in Washington County, Pennsylvania for private temporary continuing abatable nuisance and negligence/recklessness against Defendants for damages arising from Defendants' oil and/or natural gas drilling, exploration, extraction, pipeline construction, transportation, and related acts and/or omissions described more fully below.

2. Plaintiffs, Plaintiffs' home, Plaintiffs' Property, 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.

### PARTIES

3. Plaintiffs ESTATE OF TERRY GREENWOOD, BY KATHRYN GREENWOOD, ADMINISTRATOR; KATHRYN GREENWOOD AND TERENCE GREENWOOD (hereinafter sometimes referred to as "Plaintiffs") are or were individuals residing or who resided at 45 Berry Lane, Daisytown, Pennsylvania in Washington County. Terry, Kathryn and Terence Greenwood are adults, and competent individuals.<sup>1</sup>

4. On June 8, 2014, Terry Greenwood passed away. His surviving rights and interests are herein asserted by his wife and administrator of his estate, Kathryn Greenwood.

5. Defendant CNX GAS COMPANY, L.L.C. is a Virginia Limited Liability Company, registered to conduct business within the Commonwealth of Pennsylvania with its primary offices located at 200 Evergreen Drive, Waynesburg, Pennsylvania.

6. Defendant CONSOL ENERGY, INC. is a Delaware Corporation, registered to conduct business within the Commonwealth of Pennsylvania with its primary offices located at 1000 Consol Drive, Canonsburg, Pennsylvania.

7. Upon reasonable belief, Defendant CNX GAS COMPANY, L.L.C. is a wholly owned subsidiary of Defendant CONSOL ENERGY, INC.

### JURISDICTION AND VENUE

8. Jurisdiction and venue are proper in the Circuit Court of Allegheny County because at least one Defendant, Consol Energy, Inc. has its registered office, and/or principal

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<sup>1</sup> Prior to his death, Terry Greenwood was an adult and a competent individual.

place of business, and/or regularly conducts business within Allegheny County; the harms complained of occurred in the State of Pennsylvania and the Plaintiffs' claims arise under Pennsylvania law.

### FACTS

9. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

10. Plaintiffs all have possessory interests in their property in Washington County, Pennsylvania.

11. Plaintiffs acquired their property in 1988 and it is used for residential living, farming and cattle-raising (hereinafter referred to as "Plaintiffs' Property").

12. Plaintiffs' Property consists of approximately 57 acres that includes pastures, hay fields, a pond, and natural spring used for the purpose of raising cattle and other uses.

13. Since living in Washington County, the Plaintiffs had come to expect and enjoy the quiet, fresh air, fresh water, privacy, darkness of night, and overall peacefulness of the area.

14. Significant oil and/or natural gas drilling, exploration, extraction, pipeline construction, transportation and related activities have occurred on or in close proximity to Plaintiffs' Property on numerous wells and well pads reasonably believed to be owned, operated, drilled, maintained or otherwise controlled by Defendants, including but not limited to:

- a. C.W. Wright #3 (hereinafter referred to as "Wright #3");
- b. C.W. Wright #5 (hereinafter referred to as "Wright #5");
- c. Other unnamed/unknown natural gas wells, pads, and/or other structures in the vicinity of Plaintiffs' Property.

15. Defendants are drillers, natural gas extraction companies, and well site operators that are responsible for exploring, contracting, licensing, supplying, manufacturing, erecting,

assembling, drilling, fracking, extracting, operating, supervising, and/or managing personnel, equipment, vehicles, and/or machinery used in natural gas drilling, completions, transportation, and production (hereinafter referred to as "Natural Gas Activities").

16. In order to extract natural gas from their wells, Defendants used a drilling process known as hydraulic fracturing. Hydraulic fracturing requires the discharge of enormous volumes of hydraulic fracturing fluids otherwise known as "fracking fluid" or "drilling mud" into the ground under extreme pressure in order to dislodge and discharge the gas contained under the ground. The composition of "fracking fluid" and/or drilling mud includes chemicals that are hazardous and toxic.

17. The equipment, vehicles, machinery, and/or processes used in Defendants' Natural Gas Activities include but are not limited to drill rigs, pipes, pumps, valves, tanks, engines, motors, compressors, trucks, other vehicles, condensate tanks, storage tanks, containment ponds, pits and/or separators (hereinafter referred to "Instrumentalities").

18. Defendants' Natural Gas Activities and Instrumentalities frequently produce releases, spills, emissions and discharges of hazardous gases and materials, chemicals, and other industrial/hazardous wastes.

19. Defendants' Natural Gas Activities often use pits which are used to store wastewater, drilling waste, and fracking waste. These pits are reasonably believed to contain hundreds of different hazardous chemicals, some of which frequently escape and invade Plaintiffs' Property and substantially contribute to Plaintiffs' injuries and damages.

20. Upon reasonable belief, in December 2007, Dominion Exploration Production, Inc. ("Dominion") drilled and/or constructed, or had drilled and/or constructed on its behalf, the C.W. Wright #5 natural gas well.



21. Dominion drilled and/or constructed Wright #5 within approximately 436 feet from the water well, located on Plaintiffs' Property, which provides water to Plaintiffs' home including water used for drinking and cooking (hereinafter referred to as "Water Well").

22. Also located on Plaintiffs' Property, adjacent to the Water Well, is the spring that serves as the primary source of drinking water for Plaintiffs' cattle (hereinafter referred to as "Cattle Spring") and which is also located approximately 436 feet from where Dominion drilled and/or constructed Wright #5.

23. Upon reasonable belief, Defendants' Natural Gas Activities caused or contributed and continue to cause or contribute to the continuing and intermittent migration of toxic gases, radioactive material, and/or other dangerous chemicals and substances into the groundwater used by Plaintiffs.

24. In January, 2008, immediately after the Wright #5 well was drilled, Plaintiffs noticed a dramatic and intermittent change in the color, quality, odor, and consistency of their drinking water.

25. On March 27, 2008, the Pennsylvania Department of Environmental Protection issued an order to Dominion that declared Plaintiffs' water supply to be polluted and thereby a public nuisance and further ordered Dominion to restore or replace permanently the Water Well supply.

26. Upon reasonable belief, in February, 2008, Dominion drilled and/or constructed, or had drilled and/or constructed on its behalf, the Wright #3 natural gas well.

27. Dominion drilled and/or constructed Wright #3 within approximately 295 feet from the cattle pond located on Plaintiffs' Property and that is used as a source of water for Plaintiffs' cattle livestock. (hereinafter referred to as "Cattle Pond").

28. Upon reasonable belief, Defendants' Natural Gas Activities, caused or contributed to Plaintiffs' Water Well and Cattle Spring running dry, which continues to the present.

29. Upon reasonable belief, in or around April 30, 2010 Dominion sold all interests and obligations associated with the Wright #3 and Wright #5 wells to Defendants, who have from that time forth owned, operated, and maintained those Natural Gas Activities and Instrumentalities.

30. Upon reasonable belief, Defendants' Natural Gas Activities caused or contributed to the intermittent and continuing migration of toxic gases, radioactive material, and/or other dangerous chemicals and substances into the Cattle Pond used by Plaintiffs' cattle.

31. Due to Defendants' Natural Gas Activities, Plaintiffs began experiencing the death of livestock, stillborn calves and calves with fatal birth defects.

32. Upon reasonable belief, Defendants' Natural Gas Activities contributed to destruction of Plaintiffs' hay fields and grazing pastures.

33. Due to Defendants' Natural Gas Activities and subsequent contribution to the destruction of significant portions of Plaintiffs' hay fields and grazing pastures, Plaintiffs' once thriving, lucrative cattle business and hay business have been substantially impaired.

34. Upon reasonable belief, Defendants have long been aware of the dangers and health risks posed by their Natural Gas Activities and the Instrumentalities used therein.

35. Defendants' Natural Gas Activities, acts, omissions, and Instrumentalities are within Defendants' exclusive control, are dangerous, and have caused grave harms to Plaintiffs.

36. Upon reasonable belief, Defendants are responsible for all Natural Gas Activities, Instrumentalities, actions, and/or inactions and the well pads identified above.

37. Due to Defendants' Natural Gas Activities, and other of Defendants' actions and omissions, individually, or collectively, Plaintiffs have suffered and continue to suffer significant damages to themselves, their property, their quality of life, their cattle business, hay business and their rights to the use and enjoyment of their property for which they are entitled to compensation.

38. Defendants' Natural Gas Activities, actions, and/or omissions were effectuated by Defendants, their employees, agents, service providers, officers, directors, assigns, and/or individuals under the control and/or direction of Defendants. As such, each of them is liable for all harms and losses suffered by Plaintiffs.

**COUNT I—PRIVATE CONTINUING TEMPORARY NUISANCE (ALL DEFENDANTS)**

39. Plaintiffs incorporate all preceding paragraphs above as if fully set forth herein.

40. Defendants, through their intentional, negligent, and/or unreasonable Natural Gas Activities, acts, and/or omissions have frequently, continuously and substantially interfered with Plaintiffs' use and enjoyment of their property through the following, but not limited to the following:

- a. releases, spills, emissions and discharges of hazardous gases, chemicals, and industrial/hazardous wastes which have and continue to frequently migrate onto Plaintiffs' Property;
- b. the threat of and/or actual contamination and continuing contamination of nearby waterways and Plaintiffs' water supply, including Plaintiffs' Water Well;
- c. The continued loss of Plaintiffs' Cattle Spring;

- d. The continued loss/impairment of pond water, including that of the Cattle Pond;
- e. damage to the natural resources in and around Plaintiffs' Property;
- f. loss of use of Plaintiffs' land;
- g. loss of use of hay fields and cattle grazing pasture;
- h. injury to Plaintiffs' livestock;
- i. other associated problems.

41. Further, as a result of Defendants' activities, Plaintiffs have and continue to have to suffer the following which further impairs and continues to impair their use and enjoyment of property:

- a. Plaintiffs must fill 4 large tubs manually with water from the water buffalo provided by Consol;
- b. The water in the large tubs often freezes, which often requires the use of heaters;
- c. The water often becomes stagnant and the cows refuse to drink from the tubs, such that Plaintiffs have to routinely clean them;
- d. When applicable, Plaintiffs must keep their 2/10 of a mile-long driveway clear of snow and ice for water deliveries necessitated by Defendants' actions;
- e. Plaintiffs must continually purchase drinking and cooking water;
- f. The truck bringing the water deliveries continually produces ruts in Plaintiffs' driveway, which necessitates frequent repair and maintenance by Plaintiffs;

- g. Defendants do not maintain the water buffalo to standards Plaintiffs' livestock will endure, such that algae often forms during warm weather and the cows will not drink the water;
- h. Plaintiffs must frequently clean and maintain the water buffalo;
- i. In cold weather, the hoses from the water buffalo must be brought inside daily to prevent freezing;
- j. Plaintiffs had to purchase a heat gun specifically to thaw the water buffalo valve in cold weather;
- k. Plaintiffs had to purchase a Gator and five 20 gallon containers to haul the water from the water buffalo to the livestock;
- l. Prior to the purchase of the Gator, Plaintiffs had to haul this water by hand;
- m. The frequent deliveries of water have caused problems with Plaintiffs' neighbors, inasmuch as the driveway is a "shared private lane" and Defendants' trucks sometimes get stuck in inclement weather, tear up the driveway, and Plaintiffs have to constantly maintain the road to make sure it is passable;
- n. Plaintiffs have to continually purchase and unload tons of stone at a time to keep their ditch open and draining properly;
- o. Plaintiffs had to purchase and have to maintain a pipe to divert run-off of water into the ditch and away from the driveway;
- p. Plaintiffs must constantly manually maintain the continued growth of weeds on the side of the driveway and ditch, without the use of a mower;

- q. Plaintiffs must check daily the three gates installed by Defendants to make sure no livestock has escaped, as the Defendants' well tenders sometimes do not close the gates;
- r. Plaintiffs' hay production has been impacted due to poor contouring by Defendants;
- s. The back edge of Plaintiffs' field must be mowed manually with a weedeater because poor contouring makes it unsafe to use a riding mower;
- t. Plaintiff have to replace water tubs more frequently due to rust;
- u. Plaintiffs are no longer able to sell any of their hay because of the loss of significant hay producing areas;
- v. Thistle is starting to take over the lower field because it cannot be mowed properly, and the livestock will not eat the thistle;
- w. Plaintiffs must continually load 5-gallon water bottles into a dispenser inside their home; and
- x. Other problems.

42. The aforementioned lists are by no means exhaustive or exclusive, and Plaintiffs do not waive their ability to submit additional evidence of such issues throughout the course of this case.

43. As a proximate result of Defendants' Natural Gas Activities, acts, and/or omissions, Plaintiffs have suffered frequent, substantial, and significant impairment to their use and enjoyment of their property, including, but not limited to some or all of the following: property damage, substantial discomfort, inconvenience, annoyance, offense to the senses, loss of peace of mind, angst, anxiety, distress, disgust, embarrassment, fear, apprehension, concern,

difficulty sleeping, health concerns, deprivation of the ability to further develop their property, destruction of the serene nature of their property, concern for water quality, destruction of hay fields, contaminated drinking water, contaminated pond water, loss of spring water and problems with Plaintiffs' livestock, for which they are entitled to compensation.

44. Defendants' conduct constitutes a frequent and continued temporary nuisance to Plaintiffs.

45. Defendants, including their officers, agents, and/or employees knew or should have been substantially certain that their Natural Gas Activities would create and maintain such a repeated and continuing nuisance to these Plaintiffs.

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

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

48. Defendants' Natural Gas Activities, acts and/or omissions, and use of property have been and continue to be unreasonable and abnormally dangerous.

49. Defendants have repeatedly concealed the dangerous nature of their Natural Gas Activities and the impact these activities have upon nearby landowners and the environment.

50. As a result, Defendants are liable for all of the damages and injuries to the Plaintiffs caused by their repeated acts and/or omissions and natural gas exploration activities, and their failure to abate such nuisances.

51. Further, some or all of the Defendants' Natural Gas Activities, acts, and/or omissions, including those of its 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' rights and therefore, Plaintiffs are entitled to an award of punitive damages.

**WHEREFORE**, the Plaintiffs pray for judgment, jointly and severally, against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC. awarding Plaintiffs actual damages in a fair and reasonable sum and in an amount to be determined at trial by jury sufficient to compensate Plaintiffs for the interference of their right to the use and quiet enjoyment of their property; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC., for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC.; and for such other and further relief as the Court may deem just and appropriate.

**COUNT II—CONTINUING NEGLIGENCE (ALL DEFENDANTS)**

52. Plaintiffs incorporate the preceding paragraphs above as if fully set forth below.
53. Defendants, at all times relevant herein, owed the following ongoing duties of care in conducting their Natural Gas Activities, acts, and/or omissions:
  - a. to reasonably and responsibly own, operate, control, and maintain their Natural Gas Activities and Instrumentalities so as not to injure Plaintiffs, Plaintiffs' Property or otherwise impair their use and enjoyment of their property;
  - b. to operate under the Reasonably Prudent Operator Standard;
  - c. to prevent injury to others;



- d. to exercise reasonable care to avoid foreseeable risk of injury to others;
- e. to take affirmative action to control or avoid increasing the danger from a condition that has been created by Defendants' conduct;
- f. to use ordinary care in protecting others from peril that is under the Defendants' control;
- g. to be responsible for all acts, omission, harms, and losses occurring as part of their Natural Gas Activities;
- h. to ensure that Defendants' operations, equipment, and trucking activity do not cause or contribute and continue to cause and contribute to a nuisance or contamination of water;
- i. to take all measures reasonably necessary to inform and protect the Plaintiffs from dangerous and/or unreasonable Natural Gas Activities;
- j. to prevent releases of hazardous, toxic, and/or radioactive substances into water sources;
- k. to properly hire, train, manage, and supervise skilled employees and contractors;
- l. to promptly repair any leaks in any structures or Instrumentalities used in Natural Gas Activities;
- m. to conduct frequent and routine monitoring;
- n. to properly manage their Natural Gas Activities and Instrumentalities;
- o. to operate their leases and well pads with reasonable care;
- p. to minimize the impacts of their Natural Gas Activities on neighbors;
- q. to mitigate emissions;

- r. to not cause damage to land or persons;
- s. to not cause damage to Plaintiffs' water sources;
- t. to not cause damage to Plaintiffs' livestock;
- u. to properly maintain water buffalo;
- v. to promptly repair Plaintiffs' water sources; and
- w. to follow all state and federal law related to Natural Gas Activities.

54. Further, as a result of Defendants' activities, Plaintiffs have and continue to have to suffer the following which further causes Plaintiffs to be frequently damaged:

- a. Plaintiffs must fill 4 large tubs manually with water from the water buffalo provided by Consol;
- b. The water in the large tubs often freezes, which often requires the use of heaters;
- c. The water often becomes stagnant and the cows refuse to drink from the tubs, such that Plaintiffs have to routinely clean them;
- d. When applicable, Plaintiffs must keep their 2/10 of a mile-long driveway clear of snow and ice for water deliveries necessitated by Defendants' actions;
- e. Plaintiffs must continually purchase drinking and cooking water;
- f. The truck bringing the water deliveries continually produces ruts in Plaintiffs' driveway, which necessitates frequent repair and maintenance by Plaintiffs;
- g. Defendants do not maintain the water buffalo to standards Plaintiffs' livestock will endure, such that algae often forms during warm weather and the cows will not drink the water;
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- l. Prior to the purchase of the Gator, Plaintiffs had to haul this water by hand;
- m. The frequent deliveries of water have caused problems with Plaintiffs' neighbors, inasmuch as the driveway is a "shared private lane" and Defendants' trucks sometimes get stuck in inclement weather, tear up the driveway, and Plaintiffs have to constantly maintain the road to make sure it is passable;
- n. Plaintiffs have to continually purchase and unload tons of stone at a time to keep their ditch open and draining properly;
- o. Plaintiffs had to purchase and have to maintain a pipe to divert run-off of water into the ditch and away from the driveway;
- p. Plaintiffs must constantly manually maintain the continued growth of weeds on the side of the driveway and ditch, without using a mower;
- q. Plaintiffs must check daily the three gates installed by Defendants to make sure no livestock has escaped, as the Defendants' well tenders sometimes do not close the gates;
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- t. Plaintiff have to replace water tubs more frequently due to rust;
- u. Plaintiffs are no longer able to sell any of their hay because of the loss of significant hay producing areas;
- v. Thistle is starting to take over the lower field because it cannot be mowed properly, and the livestock will not eat the thistle;
- w. Plaintiffs must continually load 5-gallon water bottles into a dispenser inside their home; and
- x. Other problems.

55. The aforementioned list is by no means exhaustive or exclusive, and Plaintiffs do not waive their ability to submit additional evidence of additional duties, breaches of duties, and damages, throughout the course of this case.

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

57. Defendants knew or should have known that Defendants' Natural Gas Activities, acts, omissions, and use of Instrumentalities were negligent.

58. 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 Natural Gas Activities, acts, omissions, and Instrumentalities.

59. Further, the doctrine of *res ipsa loquitur* applies because (i) the character of Plaintiffs' injuries are such that they would not have occurred without negligence, and (ii) the instrumentality that caused Plaintiffs' injuries were under the sole management and control of Defendants.

60. Further, some or all of the acts and/or omissions of Defendants described herein, including those of 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' rights and therefore, Plaintiffs are entitled to an award of punitive damages.

**WHEREFORE**, the Plaintiffs pray for judgment, jointly and severally, against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC., awarding Plaintiffs actual damages in a fair and reasonable sum and in an amount to be determined at trial by jury sufficient to compensate Plaintiffs for all of Plaintiffs' injuries and damages; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC., for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Defendants CNX GAS COMPANY, L.L.C. and CONSOL ENERGY, INC.; and for such other and further relief as the Court may deem just and appropriate.

Respectfully submitted,

/s/ Peter B. Bieri

Peter B. Bieri (PA Bar No. 314960)

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

ESTATE OF TERRY GREENWOOD, BY )	
KATHRYN GREENWOOD, ADMINISTRATOR; )	
KATHRYN GREENWOOD; and )	CIVIL DIVISION
TERENCE GREENWOOD )	
Plaintiffs, )	
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CNX GAS COMPANY, L.L.C.; and )	
CONSOL ENERGY, INC.; )	
)	
Defendants. )	


**VERIFICATION**

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF WASHINGTON )

Kathryn Greenwood, being first duly sworn and upon her oath, states as follows:

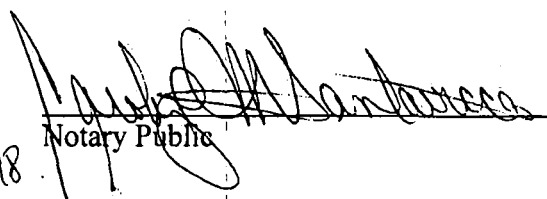
1. My name is Kathryn Greenwood and I am over eighteen years of age.
2. I am a plaintiff in the above-captioned case, styled *Estate of Terry Greenwood, et al. v. CNX Gas Company, L.L.C., et al.*, and I am familiar with the contents of Plaintiffs' Complaint filed therein.

3. The specific averments of fact contained in Plaintiffs' Complaint are true based upon my personal knowledge and/or information and belief.

  
\_\_\_\_\_  
Kathryn Greenwood

The foregoing Verification was signed and sworn to before me this 21<sup>st</sup> day of

DECEMBER, 2015.

  
Notary Public

My Commission Expires: Sept. 13, 2018

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Carolyn M. Santavica, Notary Public  
Charleroi Boro, Washington County  
My Commission Expires Sept. 13, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES