

IN THE COURT OF COMMON PLEAS  
GEAUGA COUNTY, OHIO

RICHARD O. PAYNE  
THELMA PAYNE  
17525 FAIRLAWN DRIVE  
CHAGRIN FALLS, OHIO 44023

CASE No. **09PH115**  
JUDGE **JUDGE DAVID L. FUHRY**

GREGORY L. BALOGH  
LISA A. ADAMS  
17820 ENGLISH DRIVE  
CHAGRIN FALLS, OHIO 44023

COMPLAINT  
(Jury Demand Endorsed Hereon)

JORG R. BARENWALD  
BRENDA D. BARENWALD  
17880 KENSTON LAKE DRIVE  
CHAGRIN FALLS, OHIO 44023

JANET LYNN BASTIFELL, TRUSTEE  
7981 SCOTLAND DRIVE  
CHAGRIN FALLS, OHIO 44023

GARY L. BRYANT  
BETSEY B. BRYANT  
17956 KINGSWOOD DRIVE  
CHAGRIN FALLS, OHIO 44023

DOUGLAS A. BUDDENHAGEN  
LYNDA G. BUDDENHAGEN  
7897 SCOTLAND DRIVE  
CHAGRIN FALLS, OHIO 44023

RUTH A. COOPER, TRUSTEE  
17954 ENGLISH DRIVE  
CHAGRIN FALLS, OHIO 44023

PAUL CZERNICKI  
JANIS LENART  
17995 ENGLISH DRIVE  
CHAGRIN FALLS, OHIO 44023

FILED  
IN COMMON PLEAS COURT  
2009 JAN 30 PM 5:03  
DENISE M. KAMINSKI  
CLERK OF COURTS  
GEAUGA COUNTY

MELISSA A. DEGAETANO :  
17971 KINGSWOOD DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

EILEEN P. DICKERSON, TRUSTEE :  
17820 KENSTON LAKE DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

KEVIN B. GRAY :  
RUTHANN C. GRAY :  
7856 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

ELIZABETH J. HABERLAND :  
8031 BAINBRIDGE ROAD :  
CHAGRIN FALLS, OHIO 44023 :

STEVEN L. HANNAH :  
CAROLYN M. HANNAH :  
17895 KINGSWOOD DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

HAROLD HISSAM AND MARGARET :  
HISSAM TRUSTEES OF THE MARGARET :  
HISSAM AND :  
HAROLD HISSAM LIVING TRUST :  
7928 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

RONALD E. HUPP :  
CAROL A. HUPP :  
7916 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

THOMAS JOHNSON :  
VERONICA JOHNSON :  
17926 KINGSWOOD DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

LYDIA V. KOMOCKI :  
8215 WHISPERING PINES :  
NOVELTY, OHIO 44072 :

BRIAN KUKOLECK :  
NICOLE KUKOLECK :  
7969 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

MICHAEL A. MALECKAR :  
LAUREN J. BALOGH :  
8006 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

MARIE C. MASON :  
7941 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

JAMES A. MCGEE :  
FRANCES MCGEE :  
7859 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

IMRE MECHLER :  
TEREZ MECHLER :  
7898 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

IRVIN C. MESMER :  
JOANN V. MESMER :  
7868 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

LINDA MOWERY :  
GEOFF MOWERY :  
7915 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

CASSANDRA NASH :  
7996 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

GARY JAMES NEWMAN :  
KATHLEEN ANN NEWMAN :  
18018 ENGLISH DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

KAREN A. O'HARA :  
 MARK GLAVIC :  
 7846 SCOTLAND DRIVE :  
 CHAGRIN FALLS, OHIO 44023 :  
 :  
 GREGOREY J. PETHERBRIDGE :  
 9505 MALLARD PT. :  
 CHAGRIN FALLS, OHIO 44023 :  
 :  
 BOBBY J. PROCHAZKA :  
 KAREN ANN PROCHAZKA :  
 3062 ALEXA CT. :  
 TWINSBURG, OHIO 44087 :  
 :  
 DAVID M. RUTANA :  
 SHERRY RUTANA :  
 7982 SCOTLAND DRIVE :  
 CHAGRIN FALLS, OHIO 44023 :  
 :  
 MARY JANE SANBORN :  
 7955 SCOTLAND :  
 CHAGRIN FALLS, OHIO 44023 :  
 :  
 ANNA L. SCHULZ TRUSTEE :  
 DONNA PATZ POA :  
 17915 KINGSWOOD DRIVE :  
 CHAGRIN FALLS, OHIO 44023 :  
 :  
 JACK H. SELBY AND FLORENCE :  
 F. SELBY, TRUSTEES :  
 7927 SCOTLAND DRIVE :  
 CHAGRIN FALLS, OHIO 44023 :  
 :  
 WILLIAM SLACAS, JR. :  
 DEBORAH A. SLACAS :  
 18019 ENGLISH DRIVE :  
 CHAGRIN FALLS, OHIO 44023 :  
 :  
 GARY STOVER :  
 JEANNE STOVER :  
 17860 ENGLISH DRIVE :  
 CHAGRIN FALLS, OHIO 44023 :

LUANN SYERS :  
7881 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

NORMAN J. VINCENTI :  
MARY E. VINCENTI :  
17936 KINGSWOOD DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

GERALD S. VOWELL :  
ESTHER E. VOWELL :  
7882 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

LOUIS J. WAGNER :  
MARTHA L. WAGNER :  
7960 SCOTLAND DRIVE :  
CHAGRIN FALLS , OHIO 44023 :

JOHN L. WOOD :  
SUSAN A. WOOD :  
7972 SCOTLAND DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

GLENN A. WOZNIAK :  
LINDA L. WOZNIAK :  
17970 KINGSWOOD DRIVE :  
CHAGRIN FALLS, OHIO 44023 :

BAINBRIDGE TOWNSHIP BOARD OF :  
TRUSTEES :  
17826 Chillicothe Road :  
Chagrin Falls, Ohio 44023 :

PLAINTIFFS :

vs. :

OHIO VALLEY ENERGY SYSTEMS CORP. :  
200 VICTORIA ROAD, BLDG. 4 :  
AUSTINTOWN, OHIO 44515 :

WILDCAT DRILLING, LLC :  
200 VICTORIA ROAD, BLDG. 4 :  
AUSTINTOWN, OHIO 44515 :

PRODUCER SERVICES CORP. :  
109 SOUTH GRAHAM ST. :  
ZANESVILLE, OHIO 43701 :

UNIVERSAL WELLS SERVICES, INC. :  
CT CORPORATION SYSTEM, STATUTORY :  
AGENT :  
1300 EAST 9<sup>TH</sup> ST. :  
CLEVELAND, OHIO 44114 :

APPALACHIAN WELL SURVEYS, INC. :  
JONATHAN W. HUDSON, STATUTORY :  
AGENT :  
ONE MANOR DRIVE :  
CAMBRIDGE, OHIO 43725 :

ROBERT M. LUSTIG, TRUSTEE OF THE :  
ENGLISH FAMILY TRUST :  
F/B/O LEIGH B. ENGLISH AND THE :  
ENGLISH FAMILY TRUST F/B/O JACOB :  
ENGLISH :  
526 SUPERIOR AVE. E., SUITE 615 :  
CLEVELAND, OHIO 44114-1964 :

AND :

JACOB ENGLISH  
18773 RIVERVIEW DRIVE  
CHAGRIN FALLS, OH 44023

DEFENDANTS

Now comes the Plaintiffs, Richard O. and Thelma Payne (“Payne”), Gregory L. Balogh (“Balogh”), Lisa A. Adams (“Adams”), Jorg R. and Brenda D. Barenwald (“Barenwald”), Janet Lynn Bastifell (“Bastifell”), Gary L. and Betsey B. Bryant (“Bryant”), Douglas A. and Lynda G. Buddenhagen (“Buddenhagen”), Ruth A. Cooper, Trustee (“Cooper”), Paul Czernicki (“Czernicki”), Janis Lenart (“Lenart”), Melissa A. DeGaetano (“DeGaetano”), Eileen P. Dickerson (“Dickerson”), Kevin B. and Ruthann C. Gray (“Gray”), Elizabeth J. Haberland (“Haberland”), Steven L. and Carolyn M. Hannah (“Hannah”), Harold Hissam and Margaret Hissam, Trustees of the Margaret Hissam and Harold Hissam Living Trust (“Hissam”), Ronald E. and Carol A. Hupp (“Hupp”), Thomas and Veronica Johnson (“Johnson”), Lydia V. Komocki

("Komocki"), Brian and Nicole Kukoleck ("Kukoleck"), Michael A. Maleckar ("Maleckar"), Lauren J. Balogh ("Balogh"), Marie C. Mason ("Mason"), James A. and Frances McGee ("McGee"), Imre and Terez Mechler ("Mechler"), Irvin C. and Joann V. Mesmer ("Mesmer"), Linda and Geoff Mowery ("Mowery"), Cassandra Nash ("Nash"), Gary James and Kathleen Ann Newman ("Newman"), Karen A. O'Hara ("O'Hara"), Mark Glavic ("Glavic"), Gregory J. Petherridge ("Petherridge"), Bobby J. and Karen Ann Prochazka ("Prochazka"), David M. and Sherry Rutana ("Rutana"), Mary Jane Sanborn ("Sanborn"), Anna L. Schulz ("Schulz"), Jack H. and Florence F. Selby ("Selby"), William Slacas, Jr. and Deborah A. Slacas ("Slacas"), Gary and Jeanne Stover ("Stover"), Luann Syers ("Syers"), Norman J. and Mary E. Vincenti ("Vincenti"), Gerald S. and Esther E. Vowell ("Vowell"), Louis J. and Martha L. Wagner ("Wagner"), John L. and Susan A. Wood ("Wood"), and Glenn A. and Linda L. Wozniak ("Wozniak"), by and through their authorized counsel, Thrasher, Dinsmore & Dolan, and the Bainbridge Township Board of Trustees, by and through its statutory counsel, the Geauga County Prosecutor ("Bainbridge Township Trustees") (all plaintiffs collectively referred herein as "Plaintiffs"), and hereby state their Complaint against Ohio Valley Energy System Corp. ("OVE"), Wildcat Drilling, LLC ("Wildcat Drilling"), Producer Service Corp ("PSC"), Universal Well Services, Inc ("Universal Well"), Appalachian Well Surveys, Inc. ("Appalachian Well"), Robert M. Lustig, Trustee of the English Family Trust F/B/O Leigh B. English and the English Family Trust F/B/O Jacob English, ("English Trust"), and Jacob English ("English") (collectively referred herein as "Defendants") as follows:

***Summary of Claims:***

1. Plaintiffs bring this action against Defendants in trespass, negligence, private nuisance, nuisance per se, engaging in an ultra hazardous activity, fraudulent concealment, failure to warn, and negligent infliction of emotional distress, for actions and inactions stemming from the drilling of a gas well that has caused the explosion of Richard and Thelma Payne's home ("Payne Home") and the contamination of Plaintiffs' properties, including but not limited to the groundwater aquifer which serves as the drinking water supply for Plaintiffs properties.

***Parties:***

2. Plaintiffs Payne, Balogh, Adams, Barenwald, Bastifell, Bryant, Buddenhagen, Cooper, Czernicki, Lenart, DeGaetano, Dickerson, Gray, Haberland, Hannah, Hissam, Hupp, Johnson, Komocki, Kukoleck, Maleckar, Balogh, Mason, McGee, Mechler, Mesmer, Mowery, Nash, Newman, O'Hara, Glavic, Petherridge, Prochazka, Rutana, Sanborn, Schulz, Selby, Slacas, Stover, Syers, Vincenti, Vowell, Wagner, Wood, and Wozniak reside and/or own property in Bainbridge Township, Geauga County, Ohio.

3. Plaintiff Bainbridge Township Trustees is the governing body of Bainbridge Township, which is a political subdivision located in Geauga County, and owns property in Bainbridge Township.

4. Defendant OVE is an Ohio Corporation with a principal place of business located at 200 Victoria Road, Building 4, Austintown, Ohio 44515.

5. Defendant Wildcat is an Ohio Limited Liability Company with a principal place of business located at 200 Victoria Road, Building 4, Austintown, Ohio 44515, and is a wholly owned subsidiary of OVE.

6. Defendant PSC is an Ohio Corporation with a principal place of business located at 109 South Graham St., Zanesville, OH 44023.

7. Defendant Universal Well is a Delaware Corporation doing business in Ohio.

8. Defendant Appalachian Well is an Ohio Corporation with a principal place of business located in Cambridge, Ohio.

9. Defendant The English Trust is a family trust for the benefit of Jacob English and Leigh English, which previously owned property located abutting English and Scotland Drives in Bainbridge Township, Geauga County, Ohio and further described as parcel ID number 02-108100 ("English Property").

10. Jacob English is the current owner of the English Property.

**Background**

11. On or before December 15, 2007, all of the Plaintiffs relied upon ground water wells as the sole source of water for drinking, bathing, cooking, washing and other daily residential and/or governmental functions.

12. On May 17, 2007, OVE and the English Trust entered into an Oil and Gas Lease (the "Lease"), which granted OVE the right to establish oil and gas drilling and production on the English Property, which is near Plaintiffs homes and the Bainbridge Township Police Station. Pursuant to the Lease, the English Trust specifically granted to OVE the right to drill, complete and produce oil and gas from the English Property.

13. The Lease was evidenced by a Memorandum of Oil and Gas Lease (the "Memorandum") dated May 17, 2007, that was recorded with the Geauga County Recorder as Instrument #200700762565 in Book 1822, Pages 1356-1357.

14. On June 11, 2007, the English Property was transferred from the English Trust to Jacob English.

15. On October 2, 2007, the Ohio Department of Natural Resources, Department of Mineral Resource Management ("DMRM") issued an urbanized area well drilling permit, API 34-055-2-1983-00-00 (the "Permit"), to OVE to drill an oil and gas well on the English Property ("English No.1 Well").

16. DMRM assigned a well inspector to oversee portions of the drilling process for the English No.1 Well.

17. Pursuant to the Permit, DMRM required OVE to drill the English No.1 Well using a fluid circulating medium since sour natural gas in the Newburg geologic formation was encountered during the drilling of a nearby well that was drilled in September, 2007. Fluid drilling is used to suppress gas flow into the well bore and helps control gas discharges when drilling.

18. OVE, through its wholly owned subsidiary, Wildcat Drilling, commenced drilling the English No. 1 Well on October 18, 2007.

19. At all times relevant herein, as lessee and permit holder, OVE was responsible for overseeing the drilling at English No.1 Well.

20. During the drilling of the English No.1 Well on October 26, 2007, the smell of sour gas was encountered by OVE and Wildcat Drilling.

21. On October 26, 2007, OVE was unsuccessful in lowering a logging tool device down the well bore hole to run an open-hole geophysical log to determine if Wildcat Drilling had

properly drilled the well. In addition, a density component of the logging tool did not function and the geophysical logging effort was abandoned by OVE.

22. OVE continued towards completion and production of the English No.1 Well by retaining Universal Well to cement the production casing and annular space, the space between the outside of the production casing and the outer bore hole wall.

23. In order to cement the production casing and annular space, cement slurry is forced down the production casing to the bottom of the well, and then forced up through the outer annular space in order to cause the production casing to be sealed in the well bore in a grout of cement and to seal the open well bore hole from geological formations producing gas and/or brine.

24. While cementing the production casing, Universal Well lost circulation of the cement slurry being pumped.

25. In response to the lost circulation during cementing, an OVE consultant recommended that OVE run a test to determine whether the production casing and annular space of the English No. 1 Well had been properly sealed to avoid the escape of methane gas into the area's ground water aquifers.

26. On November 1, 2007, Appalachian Well Surveys ran a test that indicated the top of the cement in the annular space of the English No.1 Well was only 3640 feet below the surface. Based upon the quantity of the cement used by Universal Well, the top of the cement in the annular space should have been substantially closer (approximately 3000 feet) to the surface.

27. Instead, the level of cement in the annular space of English No. 1 Well indicated that most of the cement used by Universal Well went into cavities and fractures within the geologic formation at about the same depth where bore hole problems (smell of sour gas and blockage of the down-hole geophysical logging device) were noted on October 26, 2007.

28. As a result of Appalachian Well's test, Defendants OVE, Wildcat Drilling and/or Universal Well knew that the cementing of the production casing had failed to properly seal the annular space, thus leaving open annular space between the producing zones of the English No.1 Well and the bottom or "shoe" of the 8 5/8 inch surface casing, which is the final protection for the groundwater zones that serve Plaintiffs' aquifers.

29. Due to concerns about the insufficient cementing of the production casing, OVE and Wildcat Drilling representatives were informed by their consultants not to continue with production of the English No.1 Well until a proper seal of the annular space was obtained.

30. Despite the fact that OVE and Wildcat Drilling knew of the failure to properly seal the producing zones of the English No. 1 Well and the groundwater zones that serve Plaintiffs' aquifers, OVE and Wildcat Drilling continued with the next step of readying the English No. 1 Well for production by retaining Appalachian Well on November 5, 2007, to perforate the production casing by using explosive devices to create holes in the production casing.

31. Continuing to take no further precautions to protect the ground water aquifer, OVE and/or Wildcat Drilling instructed PSC to fracture the English No.1 Well production zone on or about November 13, 2007 in order to get the gas to migrate from the gas producing geologic formations up to the surface through the production casings.

32. On or about November 14, 2007, pressure readings taken on the production casing annulus at English No. 1 Well indicated 90 pounds per square inch ("psi"). On the next day, pressure readings increased to 180 psi, and on the following day, pressure readings greatly increased and then stabilized at the extremely dangerous and unusually high level of 320 psi.

33. Despite the extremely high and dangerous psi readings at the English No.1 Well, OVE and/or Wildcat Drilling did not regularly vent the English No.1 Well to relieve the pressure, but instead OVE and/or Wildcat Drilling shut in the annular space between the surface and production casings after the fracturing of the English No.1 Well on or about November 13, 2007. Such conduct caused over-pressurization of the well's casing annulus with gas migrating up the annulus from the deep, gas producing zones. As a result, high levels of methane gas infiltrated the shallow geological formations, broke down the surface casing shoe allowing high pressure gas to migrate into the underground aquifers which supply Plaintiffs' private water wells.

34. For nearly one month, there was little or no action by OVE to relieve the pressure in the annular space, thereby causing large volumes of gas to escape from the English No. 1 Well and enter the ground water aquifers that serve Plaintiffs properties.

35. During this entire time of over-pressurization of the annulus, OVE failed to notify DMRM, Bainbridge Township officials, or neighboring property owners, including all of the

Plaintiffs, of the high pressure and the likely problems arising from the drilling of the English No.1 Well, including the potential for explosions.

36. On December 12, 2007, high levels of methane gas were detected at the Bainbridge Township Police Station located at 8353 Bainbridge Road.

37. Two days later, on December 14, 2007, the Bainbridge Township Fire Department learned that there were reports of gas perturbation, turbidity increases and artesian flow (which had never before been observed) in the water wells of some of properties on English Drive near the English No. 1 Well.

38. Extraordinarily high and dangerous pressure readings of 360 psi were taken by OVE and/or Wildcat Drilling at the English No. 1 Well on December 14, 2007. Despite such continuously high and dangerous pressure readings at the English No.1 Well for the prior month, OVE and/or Wildcat Drilling failed to take any remedial measures to reduce pressure in the well, and still provided no warning to anyone about the condition of the well.

39. Due to the pressure build up in the annulus of the English No.1 Well, methane gas and other contaminants had been migrating through the surrounding bedrock and into the aquifers that serve Plaintiffs' properties.

40. On December 15, 2007, methane gas that migrated from the English No.1 Well ignited at the home of Plaintiffs Richard and Thelma Payne, causing a devastating explosion, which blew the entire Payne Home off of its foundation.

41. The force of the explosion of the Payne Home catapulted the Paynes out of their bed while they were sleeping.

42. The Bainbridge Township Fire Department immediately ordered the evacuation of 26 homes, including many of the Plaintiffs, after it measured explosive levels of gas in many homes in the area.

43. Recognizing that the English No.1 Well was the likely cause of the Payne Home explosion and the migration of methane gas into many other homes in the area, DMRM and OVE began to immediately take remedial measures at the English No. 1 Well to mitigate damages caused by errant drilling and over-pressurization of the English No.1 Well.

44. Accordingly, in the afternoon on December 15, 2007 Universal Wells attempted a cement squeeze job by forcing more cement into the annular space of the English No. 1 Well in

an attempt to shut off any further gas from migrating from the English No. 1 Well into Plaintiffs' homes, offices and groundwater aquifers.

45. However, on December 17, 2007, methane gas continued to flow from the casing annulus of the English No.1 Well, thus indicating that methane gas was still migrating up the well borehole and into the groundwater zones that comprise Plaintiffs aquifers and near surface fractures in shale formations under Plaintiffs' homes and/or offices.

46. In response, Universal Wells conducted a second cement squeeze job the next day on the English No.1 Well in an attempt to shut off the migration of gas from the English No. 1 Well to the Plaintiffs' aquifers.

47. Nevertheless, on December 19, 2007, methane gas again was detected flowing from the casing annulus. It is unclear to this date whether or not the English well has been properly sealed.

48. Approximately one week after the explosion, those Plaintiffs who were required to evacuate their homes were permitted to return. Some Plaintiffs had been supplied methane detectors in order to alert them if methane gas had entered into their homes.

49. The Paynes' home was rendered uninhabitable by the explosion of December 15, 2007.

50. Prior to December, 2007, there were no reports or complaints about elevated methane levels, nor any other contaminants on and near Plaintiffs' properties.

51. In the year since the explosion, most of the Plaintiffs have had their wells and homes regularly tested to determine the levels of methane in their water and homes. Such tests indicate continuing inappropriate amounts of methane gas still present in the neighborhood and in the well water of some of Plaintiffs' homes, with certain homes having higher concentrations than others, but with methane levels fluctuating unpredictably and seemingly migrating to different locations, at different times.

52. In the year since the explosion, the Bainbridge Township Trustees have had to have the Police Department water well, a public water supply, drilled and chlorinated, as well as regularly tested to determine the levels of methane gas and other contaminants in the water.

53. At the homes of some of the Plaintiffs, the OVE supplied methane detector alarms have gone off occasionally during the night, frightening and disrupting the occupants, even when such alarms proved to be false.

54. In addition, in the year since the explosion, Plaintiffs' well water has been degraded by the presence of fluctuating levels of methane gas, contaminants that exceed U.S. EPA Secondary Maximum Contaminant Levels for public drinking water supplies, sedimentation, "black goeey" and oily substances containing such contaminants as lead, copper, mercury, barium, molybdenum, zirconium, strontium, rubidium, zinc, iron, manganese, titanium, and sulfur, which were not present in Plaintiffs water wells before the English No.1 Well drilling was commenced. Many of Plaintiffs' water wells have also been degraded in quality due to turbidity, a putrid smell and/or are just unpleasant to use given the sedimentation caused by the infiltration of gas and contaminants into the Plaintiffs' aquifers.

55. Accordingly, many of the Plaintiffs have, for health and safety reasons since December 15, 2007, needed an alternative temporary source of water for all their normal activities, such as drinking, washing, bathing, and cooking. Although Defendant OVE has supplied temporary potable water through tanks and bottles to some of the residential Plaintiffs at no cost to Plaintiffs, the Plaintiffs have nevertheless endured great inconvenience, disruption, and additional damages to both their persons, properties, appliances and fixtures for more than one year as a result of the loss of the use of their own water wells and the contamination of their water wells.

56. Defendant OVE has not supplied at its own cost temporary potable water through tanks, bottles, or any other means to the Bainbridge Township Trustees for its Police Department water well. Indeed, the Bainbridge Township Trustees to date have engaged Sunrise Springs in Newbury, Ohio to provide water service to its Police Department water well, incurring (and continuing to incur) thousands of dollars for monthly water service to the township and continue to expend money compensating its employees for hours spent dealing with the issues caused to the Police Department water well by OVE. In addition, the Bainbridge Township Trustees have incurred the cost of a temporary water system on December 17, 2007 and a Fultech design fee and gas vent in August 2008 to alleviate the contaminants discovered in the Police Department water well and to get the water well functioning again. To date, the water in the Police

Department water well has not been used or consumed since December 2007 and, in December 2008, the water well has been removed from the Ohio EPA's list of monitored water wells because the water tested in the well failed to pass numerous tests required by federal EPA regulations for public water supplies.

57. Many Plaintiffs have completely lost the use of their garage for normal automobile storage purposes because large temporary water tanks needed to be installed therein. Some Plaintiffs' homes have had holes drilled or installed through the walls and floors in order to permit hoses and lines for the water tanks and/or to vent their water wells. In some homes, carpeting and/or floors have been damaged by such water lines or by the workmen installing such lines. Driveways, yards, and landscaping of various Plaintiffs have likewise been damaged from repetitive deliveries of water and/or the installation of such facilities or the pumping of wells by OVE, its employees, agents and contractors. In the colder months, water lines from the temporary tanks have frozen, cutting off use from the temporary water tanks altogether for days at a time until the temperature increases and the lines thaw or Plaintiffs unthaw the lines by using portable heaters.

58. Furthermore, those Plaintiffs, several of whom are elderly and frail, who have not been provided large temporary water tanks but rather water bottles, have been greatly inconvenienced by the necessity to carry and store large water bottles in their homes which are necessary for drinking and cooking. Water deliveries must be requested, scheduled, and the homeowner must be present for delivery, thereby disrupting normal schedules and plans.

59. Accordingly, Plaintiffs have been damaged by Defendants' conduct, not only in the loss of their normal water sources, but they have been further damaged by the various devices and means intended to substitute for such normal water sources.

60. In addition to the Bainbridge Township Trustees, Defendants have denied or stopped paying for certain other Plaintiffs temporary water provisions based upon the Defendants' inaccurate conclusion that such Plaintiffs did not require such temporary water provisions, when in fact those Plaintiffs did. Such Plaintiffs have therefore been forced to use their contaminated well water or expend their own funds in order to obtain safe, clean, acceptable water.

61. Many Plaintiffs who have used their well water have experienced increased maintenance costs, increased water filter replacements, damaged washing machines, water softeners and dishwashers, various plumbing repairs, septic system damage, and other similar expenses due to the condition of the water coming from their own wells which is often oily, smelly, filled with sedimentation and/or has a “black gooey” condition to it. Such Plaintiffs experience a filmy, greasy, stain and/or particulate in their bathtubs, showers, sinks, and dishware after normal use. In addition, the faucets of some Plaintiffs regularly “cough” and “sputter” when in use.

62. Testing of the sedimentation and/or “black gooey” substance from some of Plaintiffs’ water wells has indicated that the substance contains elevated and/or dangerous levels of contaminants such as lead, copper, mercury, barium, molybdenum, zirconium, strontium, rubidium, zinc, iron, manganese, titanium, and sulfur.

63. Certain Plaintiffs have experienced rashes and other ailments after using their well water. Some Plaintiffs’ wells have, since the explosion, tested at dangerously high levels of bacteria which remain today.

64. DMRM and/or OVE have directed the pumping and cleaning of certain water wells in an effort to alleviate the accumulation of methane gas, sedimentation and bacteria that have accumulated in Plaintiffs’ water wells. The constant pumping has further degraded the condition of Plaintiffs’ water wells, septic systems, increased Plaintiffs’ electricity costs, caused flooding of Plaintiffs’ homes and properties, and/or created great inconvenience, disruption, and additional damages to both their persons and properties.

65. All the Plaintiffs, except Haberland, have incurred out-of-pocket costs to determine the safety and quality of their private well water through various tests and procedures.

66. The potential for further damage and danger to the Plaintiffs is great. For example, 10 months to the day after the explosion at the Paynes’ residence, on October 15, 2008, at the Plaintiff Mesmer’s home, explosive levels of methane gas migrated through the Mesmers’ well and into their home while the Mesmers were out of the state. (Such well was apparently left unvented by OVE’s contractor after the contractor had pumped down the well in order to attempt to disinfect it for future use.) A neighbor heard the Mesmer’s methane detector alarm go off in the Mesmers’ home and contacted the Bainbridge Township Fire Department. Upon arrival at

the Mesmer home, the Bainbridge Fire Department refused to enter the home since they detected extremely high, explosive levels of methane gas at the front door of the home. The Bainbridge Fire Department shut off all power to the home and ultimately vented the home, thereby avoiding a second explosion.

67. All the Plaintiffs have experienced a dramatic decrease in the value of their real property and limited or lost their ability to refinance mortgage loans at more favorable rates since the date of the explosion.

68. At the time of the Payne Home explosion, the Mowery's had their home on the market, had a potential buyer lined up (who has since withdrawn consideration of a purchase after learning of the Payne Home explosion and the problems with the water supply), and had purchased a lot to build a home. Due to the Payne Home explosion, the fear of future explosions, the contamination of the property, and the uncertainty about the area's fresh water supply, the Mowery's have been unable to sell their home, despite considerably dropping the purchase price. They have also put off building on their lot for which they planned and continue to incur two mortgages and two real estate tax bills.

69. Due to health reasons and the need to move closer to family, the Woods had their home listed for sale with a real estate agent at the time of the Payne Home explosion. They had temporarily taken the home off the market in the winter of 2007 to make renovations to the bathrooms and kitchen. They put the house back on the market after the Payne Home explosion, but have been unable to sell it. They have continually discounted the purchase price, despite investing money and labor into completing renovations to the home's kitchen and bathrooms.

70. Plaintiff Petherbridge, who rented his home at the time of the explosion, has since lost his tenants and has since been unable to rent or sell the property, thus causing a hardship, including having to meet second mortgage obligations without any rental income.

71. Plaintiffs Prochazka, Komocki, and Schultz, have been unable to rent and/or have had to incur rental losses as a result of the Payne Home explosion, the fear of future explosions, the contamination of the property, and the uncertainty about the area's fresh water supply.

72. Many of the Plaintiffs who were planning on selling, renting, refinancing, or borrowing against their homes realize that they will not be able to until at least the contamination is eliminated and a permanent safe water supply provided.

73. The Payne explosion, the continuing presence of methane gas at various unpredictable locations, the contaminated water wells, and the constant apprehension of more explosions or contamination, have all resulted in an unfavorable stigma on the property values of the Plaintiffs.

74. In addition, many of the Plaintiffs have experienced great stress and anxiety as a result of the disruption of their normal lives and routines, the need to monitor daily for methane gas levels in their homes, the uncertainty of their homes' property values, the anxiety and anticipation of more explosions or contamination, and the loss of their close-knit, comfortable community. Such Plaintiffs have experienced sleeping difficulties, anxiety, depression, anger, and a feeling of general hopelessness. Such Plaintiffs have been required to either seek medication or professional therapy.

75. The Plaintiffs Richard and Thelma Payne have completely lost their home as a result of the explosion of December 15, 2007, and have left their long-time neighborhood and friends. In addition, Richard Payne incurred damage to his hearing as a result of the explosion.

**Count One: Trespass**  
**(All Defendants)**

76. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

77. All of the Plaintiffs, except Luann Syers who rents from her parents, Plaintiffs Ronald and Carol Hupp, own their respective properties in fee simple and have ownership in certain subsurface property for their respective properties, including but not limited to the ground water located in or serving their properties.

78. Defendants' intentional acts associated with the drilling, contracting for drilling, and attempted production of the English No.1 Well caused Plaintiffs' properties and subsurface rights in such properties to be contaminated.

79. Defendants were not authorized to intrude or interfere with Plaintiffs' properties and subsurface rights in such properties.

80. As a direct and proximate result of Defendants' acts, Defendants have trespassed and interfered upon and continue to trespass upon and interfere with Plaintiffs' beneficial use and

rights of exclusive possession of their individual properties and subsurface rights in such properties.

81. Plaintiffs have suffered and continue to suffer physical damage to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and emotional distress and other damages, which would not have occurred but-for the trespass of Defendants, and these damages are continuous and ongoing.

**Count Two: Negligence**

**(Defendants: OVE, Wildcat Drilling, PSC, Universal Well, and Appalachian Well only)**

82. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

83. Defendants OVE, Wildcat Drilling, PSC, Universal Well and Appalachian Well had a duty and obligation to exercise skill and knowledge ordinarily possessed by other drillers in the oil and gas well industry when drilling and maintaining the English No. 1 Well.

84. Defendants OVE, Wildcat Drilling, PSC, Universal Well and Appalachian Well had a duty to conduct such drilling operations and maintenance of the English No. 1 Well in a manner that would not cause harm to others and/or contaminate the land or water on the surface or subsurface of Plaintiffs' properties.

85. Due to the explosive nature of natural gas and the dire consequences of its escape, Defendants OVE, Wildcat Drilling, PSC, Universal Well, and/or Appalachian Well's duty was very high;

86. Defendants OVE, Wildcat Drilling, PSC, Universal Well and Appalachian Well breached their duty by:

- A. Improperly cementing the annular space behind the production casing;
- B. Not taking corrective actions to properly seal off the annular space from the groundwater producing zones that make up Plaintiffs aquifers;
- C. Failing to obtain the proper data to determine whether a danger existed with respect to contamination of Plaintiffs groundwater aquifers prior to continuing with the production of the English No.1 Well;

- D. Proceeding to perforate the production casing without properly sealing the English No. 1 Well's annular space;
- E. Proceeding to frac the English No. 1 Well without properly sealing the English No. 1 Well's annular space;
- F. Increasing the pressure of methane gas in the well bore by shutting in the English No.1 Well's annulus thereby exacerbating the migration of methane gas into Plaintiffs ground water aquifers;
- G. Not notifying DMRM, local government and safety officials and/or neighboring property owners of the dangerously high psi levels coming from the English No.1 Well annulus; and/or
- H. Leaving the English No. 1 Well unattended and sealed, despite observing dangerously high psi levels from the well's annulus resulting from the attempted development of the English No. 1 Well.

87. As a direct and proximate result of the breaches listed in the preceding paragraph, methane gas and other contaminants escaped from the lower gas producing geologic formations into the geological formations that comprise the Plaintiffs' ground water aquifers, thereby contaminating Plaintiffs' ground water aquifers and properties, causing the explosion of the Payne Home and the migration of methane gas into the buildings on Plaintiffs' properties.

88. Defendants OVE, Wildcat Drilling, PSC, Universal Well and Appalachian Well's actions constitute negligence.

89. Plaintiffs have suffered and continue to suffer physical damage to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and emotional distress and other damages, which would not have occurred but-for the negligence of Defendants, and these damages are continuous and ongoing.

**Count Three: Negligence**  
**(Defendants: OVE, Wildcat Drilling)**

90. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

91. Defendants' acts associated with the drilling of the English No.1 Well have proximately caused a substantial disruption and degradation of Plaintiffs' use and enjoyment of their fresh water supply.

92. As a result of the substantial disruption and degradation of Plaintiffs' water supply, Defendants OVE and/or Wildcat Drilling had a duty and obligation pursuant to Ohio Revised Code §1509.22(F) to replace Plaintiffs' water supply, and/or a duty to compensate Plaintiffs' for the difference between the fair market value of the interest before the damage occurred to the water supply and the fair market value after the damage occurred if the cost of replacing the water supply exceeds the difference in fair market value.

93. Defendants OVE and/or Wildcat Drilling have breached their duty since they have not replaced Plaintiffs' water supply and/or compensated Plaintiffs for the loss in property values associated with the contamination and degradation of the ground water aquifers.

94. Plaintiffs have suffered and continue to suffer physical damage and loss of value to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and emotional distress and other damages, which would not have occurred but-for the negligence and statutory violations of Defendants, and these damages are continuous and ongoing.

**Count Four: Private Nuisance**  
**(All Defendants)**

95. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

96. Defendants' actions and inactions associated with the drilling, contracting for drilling, and attempted production of the English No.1 Well caused Plaintiffs' properties and subsurface rights in such properties to be contaminated.

97. Defendants lack of due care in such drilling activities caused explosive levels of methane gas and other contaminants to infiltrate Plaintiffs' groundwater aquifers, water wells, and homes and/or offices;

98. As a direct and proximate cause of Defendants lack of due care, Defendants have interfered with and continue to interfere with Plaintiffs' health and Plaintiffs' use, enjoyment and rights in their respective properties, including but not limited to Plaintiffs' use of their

groundwater aquifers for fresh water for their properties, and creating a condition where explosive levels of methane gas are present in the groundwater and escaping into the buildings on Plaintiffs' properties, thereby creating a dangerous, noxious, offensive, sickening, and injurious situation for Plaintiffs, Plaintiff's employees, Plaintiffs' tenants and/or Plaintiffs' guests;

99. Defendants were not authorized to intrude or interfere with Plaintiffs' properties and subsurface rights in such properties, thereby causing a nuisance.

100. Plaintiffs have suffered and continue to suffer damage to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and emotional distress and other damages, which would not have occurred but-for the noxious condition caused by Defendants, and these damages are continuous and ongoing.

**Count Five: Nuisance Per Se/Strict Liability**  
**(All Defendants)**

101. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

102. Natural gas is a dangerous instrumentality;

103. Defendants voluntarily contracted for, agreed to drill, and/or aid in the drilling for natural gas on the English Property;

104. Due to the explosive nature of natural gas and the dire consequences of its escape, Defendants are strictly liable for the damages created from the drilling of the English No.1 Well;

105. As a direct and proximate cause of the drilling of the English No.1 Well, Defendants have interfered with and continue to interfere with Plaintiffs' health and Plaintiffs' use, enjoyment and rights in their respective properties, including but not limited to Plaintiffs' use of their groundwater aquifers for fresh water for their properties, and creating a condition where explosive levels of methane gas are present in the groundwater and escaping into the buildings on Plaintiffs' properties, thereby creating a dangerous, noxious, offensive, sickening, and injurious situation for Plaintiffs, Plaintiff's employees, Plaintiffs' tenants and/or Plaintiffs' guests;

106. Defendants were not authorized to intrude or interfere with Plaintiffs' properties and subsurface rights in such properties, thereby causing a nuisance.

107. Plaintiffs have suffered and continue to suffer damage to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and emotional distress and other damages, which would not have occurred but-for the noxious condition caused by Defendants, and these damages are continuous and ongoing.

**Count Six: Engaging in an Ultra Hazardous Activity**  
**(Defendants: OVE, Wildcat Drilling, PSC, Universal Well, and Appalachian Well only)**

108. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

109. Natural gas is a highly dangerous and potentially deadly instrumentality;

110. Defendants OVE, Wildcat Drilling, PSC, Universal Well, and/or Appalachian Well failed to properly drill the English No.1 Well and/or implement reasonable methods of safeguarding against the escape of the gas from the English No.1 Well;

111. Due to the explosive nature of natural gas and the dire and potentially deadly consequences of its escape, Defendants OVE, Wildcat Drilling, PSC, Universal Well, and/or Appalachian Well are strictly liable for the damages created from the drilling of the English No.1 Well;

112. Plaintiffs have suffered and continue to suffer damage to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and emotional distress and other damages, which would not have occurred to such an extent but-for the ultra hazardous operation conducted by Defendants, and these damages are continuous and ongoing.

**Count Seven: Fraudulent Concealment**  
**(Defendants: OVE and/or Wildcat Drilling only)**

113. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

114. Defendants OVE and/or Wildcat Drilling knew that the cementing of the production casing had failed to properly seal the annular space, thus leaving open annular space between the producing zones of the English No.1 Well and the groundwater zones that serve Plaintiffs' aquifers;

115. OVE and/or Wildcat Drilling representatives were warned by their expert consultants not to continue with production of the English No.1 Well until a proper seal of the annular space was obtained given the high probability of causing harm without a proper seal of the annular space;

116. OVE and/or Wildcat Drilling consciously disregarded the warnings by their expert consultants and the safety of others and continued with the installation of the English No. 1 Well by directing Appalachian Well to perforate the production casing and instructing PSC to hydraulically fracture the English No.1 Well.

117. OVE and/or Wildcat Drilling knew of extremely high and unusual psi readings at the surface-production casing annulus at English No. 1 Well after the fracturing of the well and did not mitigate the situation by venting or blowing off the high pressure at the English No. 1 Wellhead since that would result in the loss of some of the English No.1 Well's natural gas production. Instead, OVE and/or Wildcat Drilling closed off the English No.1 Well and left it sealed for nearly one month in the hopes that the well would depressurize so it could be put into production;

118. OVE and/or Wildcat Drilling had a duty to disclose the condition of the English No.1 Well, including the inadequate cement job and the dangerous psi levels, to the DMRM Inspector assigned to the English No.1 Well, to DMRM, the Township, emergency officials and area property owners, including Plaintiffs;

119. OVE and/or Wildcat Drilling knowingly concealed the inadequate cement job and the dangerous pressure levels at the English No.1 Well to the DMRM Inspector assigned to the English No.1 Well, to DMRM, the Township, emergency officials and area property owners, including Plaintiffs;

120. OVE and/or Wildcat Drilling's concealment increased and intensified the migration of methane gas into Plaintiffs' aquifers, Plaintiffs' wells and homes/offices and caused the Payne Home explosion and the near explosion of the Mesmer Home;

121. OVE and/or Wildcat Drilling's concealment constitutes reckless, willful and wanton conduct that warrant punitive damages;

122. Plaintiffs have suffered and continue to suffer damage to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and

emotional distress and other damages, which would not have occurred or which would not have occurred to the extent, but-for the fraudulent concealment by Defendants OVE and/or Wildcat Drilling, and these damages are continuous and ongoing.

**Count Eight: Failure to Warn**  
**(Defendants: OVE and/or Wildcat Drilling only)**

123. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

124. Defendants OVE and/or Wildcat Drilling knew that natural gas is a highly dangerous and potentially deadly instrumentality;

125. OVE and/or Wildcat Drilling knew that they created a dangerous and potentially deadly situation at the English No.1 Well given the improper seal of the annular space, warnings by their representatives, and the high pressure readings at the well's surface-production casing annulus;

126. OVE and/or Wildcat Drilling had a duty to warn the DMRM Inspector assigned to the English No.1 Well, DMRM, local government officials, and Plaintiffs of the dangerous and potentially deadly situation at the well;

127. OVE and/or Wildcat Drilling failed to warn anyone of the dangerous and potentially deadly situation;

128. OVE and/or Wildcat Drilling's failure to warn increased and intensified the migration of methane gas to into Plaintiffs' aquifers, Plaintiffs' wells and homes/offices and caused the Payne Home explosion and the near explosion of the Mesmer Home;

129. OVE and/or Wildcat Drilling's failure to warn constitutes reckless, willful and wanton conduct that warrant punitive damages;

130. Plaintiffs have suffered and continue to suffer damage to their real and personal properties, lost income and capital, incurred expenses and liabilities, stress, anxiety and emotional distress and other damages, which would not have occurred or which would not have occurred to the extent, but-for the failure to warn by Defendants OVE and/or Wildcat Drilling, and these damages are continuous and ongoing.

**Count Nine: Negligent Infliction of Emotional Distress**  
**(All Defendants)**

131. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

132. The negligent conduct of the Defendants, as described hereinabove has also inflicted great emotional stress upon certain Plaintiffs who have experienced such anxiety, depression, sleeplessness, despair, fear, anger, or other similar symptoms that the Plaintiffs have been required to seek professional medical attention.

133. Those Plaintiffs include at least: Richard and Thelma Payne, James McGee, John and Susan Wood, Lin Mowery and Luann Syers.

134. These individual Plaintiffs are entitled to be compensated by the Defendants for the Defendants' negligent infliction of emotional stress upon such Plaintiffs.

**Count Ten: Richard and Thelma Payne: Personal Injury**  
**(All Defendants)**

135. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

136. As a result of the explosion of December 15, 2007 that lifted the Payne Home off of its foundation, the Payne's were forced to move from the home that they had resided in since 1956 since the Payne Home was determined to be uninhabitable after the explosion. While the Paynes' searched for a new home, they resided with their son and his family.

137. The thunderous explosion caused Mr. Payne to experience an increase in his hearing loss. In addition, both Richard and Thelma Payne sought medical treatment after the explosion for increased blood pressure, stress, anxiety, sleeplessness and skin irritations.

138. In addition, Richard Payne was forced to discontinue his long-time, award-winning maple sugar business because the sugar house on the property no longer had water or electricity after the explosion;

139. Both Richard and Thelma Payne suffer from post-traumatic stress disorder as a result of the explosion.

140. The personal injuries and losses suffered by the Paynes are the direct and proximate result of the trespass, negligence, private nuisance, nuisance per se, ultra hazardous activities, fraudulent concealment, failure to warn, and negligent infliction of emotional distress activities of these Defendants as described in this Complaint.

141. The Paynes are entitled to compensatory and punitive damages from Defendants for such personal injuries and losses.

**Count Eleven: Injunctive Relief**

**(All Defendants)**

142. Plaintiffs reallege and reaver each of the previous paragraphs as if fully restated herein.

143. Plaintiffs have no adequate remedy at law for Defendants' continuing trespass and the creation by Defendants of the private nuisance.

144. Plaintiffs have suffered and will continue to suffer irreparable harm and injury from Defendants' continuing trespass and the private nuisance if such continue and goes unabated;

145. Plaintiffs seek and are entitled to injunctive relief, temporary, preliminary and permanent, enjoining and preventing Defendants continuing trespass and the Defendants' creation of a public nuisance upon Plaintiffs' properties, and ordering Defendants to comply with Ohio Revised §1509.22(F).

WHEREFORE, Plaintiffs individually demand the following judgment against the respective Defendants individually, jointly and severally as follows:

A) On Count One of the Complaint against all Defendants for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

B) On Count Two of the Complaint against Defendants OVE, Wildcat Drilling, PSC, Universal Well, and Appalachian Well for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

C) On Count Three of the Complaint against Defendants OVE and Wildcat Drilling for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

D) On Count Four of the Complaint against all Defendants for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

E) On Count Five of the Complaint against all Defendants for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

F) On Count Six of the Complaint against Defendants OVE, Wildcat Drilling, PSC, Universal Well, and Appalachian Well for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

G) On Count Seven of the Complaint against Defendants OVE and Wildcat Drilling for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

H) On Count Eight of the Complaint against Defendants OVE and Wildcat Drilling for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

I) On Count Nine of the Complaint against all Defendants and for Plaintiffs Richard and Thelma Payne, James McGee, John and Susan Wood, Lin Mowery, LuAnn Syers and other Plaintiffs that will be identified at a later date, a sum in excess of \$25,000 for compensatory damages to be determined at trial, and for punitive damages to be determined at trial;

J) On Count Ten of the Complaint against all Defendants and for the Paynes, for compensatory damages, a sum in excess of \$25,000 as determined at trial, and for punitive damages to be determined at trial;

K) For the loss of rental income for Petherbridge, Prochazka, Komocki, and Schultz, a sum in excess of \$25,000 as determined at trial;

L) For the loss of a buyer(s) and the burden of paying two mortgages and two real estate tax bills for the Mowery's, a sum in excess of \$25,000 as determined at trial;

M) For costs and reasonable attorney fees;

N) For interest on said judgments both pre-judgment interest and post judgment interest at the maximum rate allowable by law;

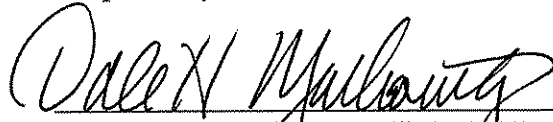
O) For injunctive relief, temporary, preliminary and permanent, enjoining and preventing Defendants from continuing to trespass upon Plaintiffs' properties, and from creating a private nuisance upon Plaintiffs' properties, and ordering Defendants to abate a portion of the nuisance and/or trespass by paying for the planning, construction, tap-in-fees, implementation and all other costs associated with extending a public water line to serve Plaintiffs properties;

P) For such other relief available at law or in equity.

### **JURY DEMAND**

The Plaintiffs do hereby demand a trial by jury on any and all issues contained in the herein action.

Respectfully submitted,



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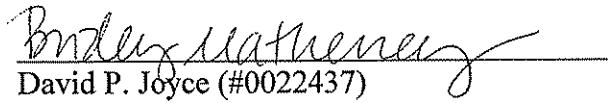
Kukoleck, Maleckar, Balogh, Mason, McGee,

Mechler, Mesmer, Mowery, Nash, Newman,

O'Hara, Glavic, Petherridge, Prochazka, Rutana,

Sanborn, Schulz, Selby, Slacas, Stover, Syers,

Vincenti, Vowell, Wagner, Wood, and Wozniak



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