

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

RAYMOND KEMBLE

Plaintiff,

v.

CABOT OIL & GAS CORPORATION,
GASSEARCH DRILLING
SERVICES CORPORATION, AND
WILLIAMS FIELD SERVICES
COMPANY, LLC,

Defendants.

No:

JURY DEMAND

SERVICE INFORMATION:

CABOT OIL & GAS CORPORATION
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

GASSEARCH DRILLING SERVICES CORPORATION
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

WILLIAMS FIELD SERVICES COMPANY, LLC
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COMPLAINT

COMES NOW Plaintiff RAYMOND KEMBLE, by and through his undersigned counsel, and for his Complaint states as follows:

INTRODUCTION

1. This is an action by a resident and owner of property in Susquehanna County, Pennsylvania for private, temporary, continuing, abatable nuisance, and negligence/recklessness against Defendants CABOT OIL & GAS CORPORATION, GASSEARCH DRILLING SERVICES CORPORATION and WILLIAMS FIELD SERVICES COMPANY, LLC for damages arising from Defendants' natural gas exploration, extraction, and associated activities described more fully below.

2. Plaintiff, Plaintiff's property, Plaintiff's livelihood, and Plaintiff's quality of life have all been negatively impacted and Plaintiff is no longer able to enjoy his home and property in the way he previously enjoyed prior to Defendants' acts or omissions described herein.

PARTIES

3. Plaintiff RAYMOND KEMBLE is an individual residing at 11081 State Route 3023, Dimock Township, Montrose, Susquehanna County, Pennsylvania 18801. Plaintiff has been a resident of Susquehanna County, Pennsylvania and resided at his current residence since 1992.

4. Plaintiff uses his property as a residence and for commercial and recreational activities.

5. Prior to contamination as a result of Defendants' natural gas exploration and production activities, Plaintiff relied on well water for drinking, bathing, and other domestic uses.

6. Plaintiff owns and operates an automobile mechanic business on this property.

7. Defendant CABOT OIL & GAS CORPORATION (hereinafter sometimes referred to as "Cabot") is a Delaware corporation registered to conduct business within the

Commonwealth of Pennsylvania and with its primary offices located at 840 Gessner Road, Suite 1400, Houston, Texas.

8. Defendant Cabot owns and operates a principal regional office located at 5 Penn Center West, Suite 401, Pittsburgh, Pennsylvania, in Allegheny County and a local office at 8279 Hwy. 29, Montrose, Susquehanna County, PA 18801.

9. Defendant GASSEARCH DRILLING SERVICES CORPORATION (hereinafter sometimes referred to as “GasSearch”) is a West Virginia Corporation registered to conduct business within the Commonwealth of Pennsylvania and with its primary offices located at 8283 Hwy 29, Montrose, Pennsylvania.

10. Defendant WILLIAMS FIELD SERVICES COMPANY, LLC (hereinafter sometimes referred to as “Williams” or “Compressor Station Defendant”) is a Delaware corporation registered to conduct business within the Commonwealth of Pennsylvania and with its primary offices located at 1 Williams Center, Tulsa, Oklahoma.

11. Defendant Williams operates a local office at 310 Hwy. 29, Tunkhannock, Pennsylvania 18657.

12. Defendant Williams 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 Teel Compressor Station (“Compressor Station”) located at Herb Button Road, Springville, PA that have and continue to adversely impact the Plaintiff, Plaintiff’s property, Plaintiff’s quality of life, and Plaintiff’s use and enjoyment of property.

13. Upon reasonable belief, Defendants Cabot and GasSearch (“Natural Gas Defendants”) are natural gas exploration, drilling, extraction, gathering and processing

companies, well site operators, or are otherwise affiliated with or conduct activities in connection with, and/or in support of the natural gas industry, including but not limited to exploring, designing, constructing, contracting, licensing, supplying, manufacturing, erecting, assembling, leasing, authorizing, 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”).

JURISDICTION AND VENUE

14. Jurisdiction and venue are proper in the U. S. D. C. for the Middle District of Pennsylvania because at least one Defendant has its registered office, and/or principal place of business, and/or regularly conducts business within Susquehanna County, the harms complained of occurred in the State of Pennsylvania and the Plaintiff’s claims arise under Pennsylvania law.

BASIC FACTS AND BACKGROUND

15. At all times mentioned herein, the gas wells drilled, owned and operated by Natural Gas Defendants within close proximity of Plaintiff’s property did and do include the following (collectively referred to hereinafter as “Natural Gas Defendants’ Gas Wells”):

- a. Baker 1;
- b. Baker 3;
- c. Gesford 1;
- d. Gesford 2;
- e. Gesford 3;
- f. Gesford 4;
- g. Gesford 4R;
- h. Gesford 8H;

- i. Gesford 9;
- j. Ely 1H;
- k. Ely 2;
- l. Ely 4;
- m. Ely 5H;
- n. Ely 7V;
- o. Ely 7H;
- p. Costello 1;
- q. Costello 2;
- r. Lewis 1;
- s. Lewis 2; and
- t. Teel 5;

16. In 2008, Natural Gas Defendants began their Natural Gas Drilling Activities in Dimock, Susquehanna County, Pennsylvania and in close proximity to Plaintiff's property.

History of Water Well Contamination

17. Soon after drilling began, Plaintiff began noticing a change in his drinking water, including but not limited to discoloration and sediment build up.

18. Because of Plaintiff's concerns and the concerns of other residents in the Dimock area, the Pennsylvania Department of Environmental Protection ("DEP") instigated a ground water investigation.

19. The result of the DEP investigation and post-drilling water testing determined that residential water wells in the Dimock area had elevated levels of dissolved methane.

20. As a further result of the DEP's investigation, on November 4, 2009, the DEP and Defendant Cabot entered into a Consent Order and Agreement ("Consent Order") wherein the DEP outlined specific violations on many of the wells in the Dimock area and ordered that Defendant Cabot take corrective actions to remediate the harm Defendant Cabot caused to the drinking water supply in the Dimock area.

21. Many of Natural Gas Defendants' Gas Wells were each listed specifically in the Consent Order as having received Notices of Violations from DEP, including but not limited to:

- a. In February, 2009, Defendant Cabot was issued a Notice of Violation for discharging natural gas to waters of the Commonwealth without authorization, and for failing to prevent gas from entering fresh groundwater;
- b. Baker 1 Well and Ely 4 Well were found to have excessive pressures;
- c. Gesford 3, Gesford 9 and Teel 5 were found to have improper cemented casing allowing gas to vent between various cement casings and/or from behind surface casings and migrate into sources of fresh groundwater;
- d. Brooks 1H, Ely 5H and Ely 7V were found to have gas venting in their cellars indicating improper cemented casings;
- e. In September, 2008, "industrial waste" seeped from Black 2H into a nearby spring resulting in unlawful discharge into waters of the Commonwealth;
- f. In February 2009, 25 to 50 barrels of residual waste flowed from B Severcool 1 Well into an adjacent field located near Plaintiff's property;
- g. In January, 2009, approximately 100 gallons of diesel fuel spilled at the Gesford 3 Well site due to a fuel line leak from a drilling mud pump; and

h. In March, 2009, drilling mud was discharged from Gesford 1 into a creek near Plaintiff's home.

25. The DEP investigation which resulted in the gas migration violations listed above, found elevated levels of dissolved methane gas in wells that provide drinking water to certain homes located near the Cabot wells and also in close proximity to Plaintiff as well as identified combustible gas in the headspaces of some of those wells.

26. On April 15, 2010, a Modified Consent Order and Agreement was entered into adding Plaintiff's water supply to those that had been affected by the drilling of one or more of the Cabot Wells and from April, 2010 until December, 2010, Plaintiff received clean drinking water from Defendant Cabot.

27. The modified April 2010 Consent Order further provided that "until Cabot has permanently restored all of the Affected Water supplies in accordance with the 2009 Agreement and this Modification, Cabot shall: upon signing this Modification, provide and maintain temporary potable water and/or gas mitigation devices at the Kemble Water supply..."

28. Despite the fact that Plaintiff's water continues to be contaminated and unusable to date, Defendant ceased providing water to Plaintiff in December, 2010 forcing Plaintiff to purchase and transport clean water to his home for drinking and cooking purposes, which he continues to do.

29. The DEP determined that as a result of Defendant Cabot's gas drilling activities that a number of water wells had been impacted by Defendant Cabot's Natural Gas Activities and subsequently placed a moratorium on Defendant Cabot's Natural Gas Activities in the Dimock area.

30. Plaintiff and other residents in the Dimock area remained concerned about the safety of their groundwater and in October, 2011, Plaintiff and other residents requested that the U.S. Environmental Protection Agency (“EPA”) and the Agency for Toxic Substances and Disease Registry (“ATSDR”) conduct an investigation.

31. In December, 2011, following a request by the EPA, the ATSDR conducted a screening of the historical data set which included pre-drilling private water well sample results and post-drilling groundwater data and based on this screening issued a “Do Not Use Until Further Notice” action regarding the water wells that were sampled.

32. Also based on the 2011 screening, the ATSDR recommended (1) further residential water well sampling, and (2) a full public health evaluation on the data from the affected area.

33. Plaintiff’s water well was one of sixty-four (64) residential water wells that were included in the EPA’s environmental assessment and investigation which included multiple water samples taken at each home between January, 2012 and July, 2012.

34. In 2016, four years after the water samples were obtained, the ATSDR released their report which concluded that Plaintiff’s well water contained contaminants of potential concern that exceed appropriate health-based comparison value such that further public health evaluation was warranted.

35. The contaminants exceeding appropriate health-based comparison value in Plaintiff’s water found by the ATSDR include:

- a. Methane;
- b. 4-Chlorophenyl phenyl ether;
- c. 2,4-DNT;

- d. Dibenzofuran;
- e. Hexachlorobenzene;
- f. PAH compounds – Acenaphthylene, anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, fluoranthene, fluorene, Indeno(1,2,3-cd)pyrene, phenanthrene, and pyrene.
- g. Arsenic;
- h. Iron; and
- i. Lithium.

36. Defendant Cabot entered into an additional Consent Order and Settlement Agreement dated December 15, 2010 in which Cabot was given consent to frack seven gas wells that had been drilled but not yet fracked and in November 2012, Cabot fracked three of those wells opting not to frack the other four.

37. In November of 2012, after the post moratorium fracking of the three wells listed above, Plaintiff's water became even more contaminated turning black, like mud, and had a strong chemical odor.

38. As a result of Natural Gas Defendants' continued drilling and attempted remediation, including but not limited to their attempt to plug certain wells, Plaintiff's water became further contaminated.

39. Plaintiffs' water continues to this day to turn different colors, emit different foul and toxic chemical odors, making it unfit to use for any purpose, let alone drinking water, and making it unfit to even breathe the fumes given off by the water.

History of Costello 1 Well

40. In 2008, Defendant Cabot contracted with Defendant GasSearch to drill a natural gas well on the Costello 1 well pad (hereinafter referred to as “Costello 1”).

41. Natural Gas Defendants conducted Natural Gas Drilling Activities on Costello 1 beginning in 2008.

42. Costello 1 is located approximately 500 feet from Plaintiff’s property.

43. Natural Gas Defendants used an open pit to store the toxic, radioactive, or otherwise hazardous drilling flowback fluid produced at Costello 1.

44. Shortly after Natural Gas Defendants completed their drilling and fracking activities at Costello 1, one or both Natural Gas Defendants filled or covered, or had filled or covered at their request, the open-air pit containing hazardous flowback fluid located on the Costello 1 well pad.

45. Upon reasonable belief, since Natural Gas Defendants improperly covered or filled the containment pit, the hazardous substances present in the flowback fluid have been able to leach into the surrounding soil and groundwater.

46. Shortly after Natural Gas Defendants commenced drilling and fracking activities at Costello 1, the well water on Plaintiff’s property turned brown and cloudy, emitted a strong chemical odor, and became unsuitable for household uses such as drinking, bathing, and laundry.

47. In 2009, Costello 1 was included in the DEP Consent Order and was listed as a well in which Defendant Cabot was ordered to complete by March 21, 2010 any all and actions to prevent the unpermitted discharge of natural gas from the well into the waters of the Commonwealth.

48. In 2013, as a result of a DEP Investigation, it was determined that Costello 1 was continuing to leak methane gas into nearby water wells and was subsequently determined to be unviable and ordered to be plugged.

49. Upon reasonable belief, there have been and continue to be repeated and substantial issues with the integrity and safety of Costello 1.

50. To date, Costello 1 remains unplugged and the fact that this well remains unplugged combined with Defendants' actions to unsuccessfully remediate Costello 1, Defendants have and continue to impair Plaintiff's use and enjoyment of his property by causing and continuing to cause:

- a. Continued contamination of Plaintiff's water supply;
- b. Extremely loud and unpleasant noises that can be heard inside Plaintiff's home which disrupts and disturbs Plaintiff's daily activities, most notably his sleeping;
- c. Extreme bright lights which shine directly into Plaintiff's home and disrupts and disturbs Plaintiff's daily activities, most notably his sleeping;
- d. Excessive amounts of dust, silica sand and particulate matter that enter into the air and blow onto the surrounding areas, including Plaintiff's property;
- e. Extremely disruptive and dangerous amounts of large truck and heavy machinery traffic that proceed down the inadequately small rural roads that run near and in front of Plaintiff's home; and
- f. Safety concerns and damaged roads due to Defendants' increased truck and heavy machinery traffic.

51. Natural Gas Defendants are fully aware of the damage they have caused and continue to cause to Plaintiff, Plaintiff's property and Plaintiff's property rights.

52. Upon reasonable belief some or all of the problems associated with Costello 1 are caused by negligent construction, operation, and maintenance by Natural Gas Defendants; and some of the problems can reasonably and practicably be abated, fixed, or mitigated by Natural Gas Defendants by plugging Costello 1; other problems can be mitigated or improved by fixing the mechanical integrity of the well bore of Costello 1; or in the alternative, Natural Gas Defendants should make city water available to Plaintiff and pay for same.

Teel Compressor Station

53. Compressor Defendant owns and operates the Teel Compressor Station (“Compressor Station”) that is located in near proximity to Plaintiff’s property, at or near Herb Button Road, Springville, Pennsylvania.

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

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

56. 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 Plaintiff’s property.

57. 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.

58. Upon reasonable belief, the Compressor Station also periodically emits radioactive substances.

59. Upon reasonable belief, the Compressor Station also periodically emits horrific odors that can be readily sensed on Plaintiff's property.

60. Further, the Compressor Station brings with it excessive truck traffic and road damage that affects Plaintiff.

61. On many occasions, Plaintiff is forced to stay indoors in order to avoid the deafening sound of the compressor station, the strong odor of chemical emissions from the Compressor Station and/or the excessive dust being caused by Compressor Station Defendant activities.

COUNT I – PRIVATE TEMPORARY CONTINUING NUISANCE
VS. NATURAL GAS DEFENDANTS

62. Plaintiff repeats and realleges the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

63. Natural Gas Defendants, by their acts and/or omissions, including those of their officers, agents, contractors, and/or employees, and improper ownership, construction, control, operation, and maintenance of Natural Gas Defendants' Gas Wells in close proximity to Plaintiff's property has caused, created and maintained unreasonable, private, temporary, continuing and abatable invasions of Plaintiff's use and enjoyment of his property.

64. 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 Plaintiff's private use and

enjoyment of his property by engaging in natural gas activities and causing the following, but not limited to the following conditions:

- a. Natural gas wells with integrity issues that frequently leak natural gas and other toxic or radioactive substances into the ground and nearby water supplies on and around Plaintiff's property and surrounding areas;
- b. Excessive noise;
- c. Damages to land;
- d. Water contamination;
- e. Methane migration;
- f. Excessive lights;
- g. Excessive dust, diesel fumes, silica sand, and other particulate matter;
- h. Excessive and unreasonable truck and heavy machinery transportation and traffic over inadequate rural roads; and
- i. Excessive and unreasonable damage to surrounding roadways as a result of increased truck and heavy machinery transportation and traffic.

65. As a direct and proximate result of Natural Gas Defendants' acts or omissions in the construction and operation of Natural Gas Defendants' Gas Wells Plaintiff 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, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for or actual damage to the air and water quality on his property, for which he is entitled to compensation.

66. Natural Gas 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 Plaintiff.

67. Each of the above injurious conditions created by Natural Gas Defendants is reasonably and practicably abatable through better operation, procedures, management, repair, technology, oversight, maintenance, or by permanently plugging the wells.

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

69. Natural Gas Defendants' use of property and the impairment to Plaintiff's use and enjoyment of his property has been and continues to be is unreasonable and abnormally dangerous.

70. As a result, Natural Gas Defendants are liable for all of the damages and injuries to Plaintiff caused by their acts or omissions and natural gas exploration, transportation, and disposal activities, and their failure to abate such nuisance.

71. Natural Gas 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 continue to have a substantial likelihood of causing significant injury to Plaintiff; Plaintiff's property; Plaintiff's property rights; and Plaintiff's quiet use and enjoyment of his property.

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

Plaintiff's rights, property, safety, and well-being, and therefore, Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff Raymond Kemble hereby seeks all damages allowed under the laws of the Commonwealth of Pennsylvania from the Natural Gas Defendants jointly and severally, in an amount in excess of \$75,000, 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 Plaintiff for the interference of his right to the use and quiet enjoyment of his property; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Natural Gas Defendants for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Natural Gas Defendants, and for such other and further equitable relief as this honorable Court may deem just and appropriate.

COUNT II – PRIVATE TEMPORARY CONTINUING NUISANCE
VS. COMPRESSOR STATION DEFENDANT WILLIAMS FIELD SERVICES
COMPANY, LLC

73. Plaintiff repeats and realleges the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

74. Compressor Station Defendant, by its acts and/or omissions, including those of its officers, agents, contractors, and/or employees, and improper ownership, construction, control, operation, and maintenance of the Teel Compressor Station in close proximity to Plaintiff's property has caused, created and maintained unreasonable, private, temporary, continuing and abatable invasions of Plaintiff's use and enjoyment of his property.

75. Compressor Station Defendant, by its acts and/or omissions, including those of its officers, agents, contractors, and/or employees have negligently, recklessly, knowingly,

intentionally, or otherwise frequently, repeatedly, and unreasonably impaired Plaintiff's private use and enjoyment of his property by engaging in compressor station activities and causing the following, but not limited to the following conditions:

- a. Excessive noise;
- b. Excessive air emissions;
- c. Excessive odor emissions
- d. Migration of Methane and other toxic substances;
- e. Excessive and unreasonable truck and heavy machinery transportation and traffic over inadequate rural roads; and
- f. Excessive and unreasonable damage to surrounding roadways as a result of increased truck and heavy machinery transportation and traffic.

76. As a direct and proximate result of Compressor Station Defendant's acts or omissions in the construction and operation of the Compressor Station, Plaintiff 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, difficulty sleeping, health concerns, deprivation of the ability to further develop the property, destruction of the serenity of the property, and concern for or actual damage to the air and water quality on his property, for which he is entitled to compensation.

77. Compressor Station Defendant, including its officers, agents, and/or employees, knew or were substantially certain that its Compressor Station activities would create and maintain such a continuing nuisance to Plaintiff.

78. Each of the above injurious conditions created by Compressor Station Defendant is reasonably and practicably abatable through better operation, procedures, management, repair, technology, oversight, and maintenance.

79. However, Compressor Station Defendant has failed to take known reasonable, practicable, and necessary steps to warn of, abate, minimize, or eliminate such conditions.

80. Compressor Station Defendant's use of property and the impairment to Plaintiff's use and enjoyment of his property has been and is continues to be unreasonable and abnormally dangerous.

81. As a result, Compressor Station Defendant is liable for all of the damages and injuries to Plaintiff caused by its acts or omissions and Compressor Station activities, and its failure to abate such nuisance.

82. Compressor Station Defendant knew, or should have known, that its conduct described herein, including, but not limited to the knowing release of toxic and dangerous emissions, have had and continue to have a substantial likelihood of causing significant injury to Plaintiff; Plaintiff's property; Plaintiff's property rights; and Plaintiff's quiet use and enjoyment of his property.

83. Further, some or all of the acts and/or omissions of Compressor Station Defendant described herein, including those of its officers, agents, contractors, or employees, were intentional or grossly, recklessly, or wantonly negligent, and were done with utter disregard for Plaintiff's rights, property, safety, and well-being, and therefore, Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff Raymond Kemble hereby seeks all damages allowed under the laws of the Commonwealth of Pennsylvania from the Compressor Station Defendant in an

amount in excess of \$75,000, 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 Plaintiff for the interference of his right to the use and quiet enjoyment of his property; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Compressor Station Defendant for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Compressor Station Defendant, and for such other and further equitable relief as this honorable Court may deem just and appropriate.

COUNT III – NEGLIGENCE/RECKLESSNESS
RAYMOND KEMBLE VS. NATURAL GAS DEFENDANTS CABOT AND
GASSEARCH

84. Plaintiff repeats and realleges the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

85. Natural Gas Defendants, at all times relevant herein, owed the following, but not limited to the following, duties of reasonable care to Plaintiff:

- a. To reasonably and responsibly own, construct, operate, control, and maintain Natural Gas Defendants' Gas Wells as not to injure Plaintiff;
- b. To take all measures reasonably necessary to inform and protect Plaintiff from dangerous or unreasonable natural gas exploration, production, and transportation activities;
- c. To warn of the conditions and harms that Natural Gas Defendants' Gas Wells might, would, or does cause Plaintiff;
- d. To properly manage and dispose of residual waste from their activities;

- e. To properly manage all aspects of their natural gas exploration, production, and transportation activities, including those carried out by themselves or their agents, officers, contractors, or employees;
- f. To mitigate noise, light, and dust created by their activities at Natural Gas Defendants' Gas Wells;
- g. To not cause damage to land by their activities at Natural Gas Defendants' Gas Wells; and
- h. To prevent releases of hazardous, toxic, or radioactive substances into the air or water by their activities at Natural Gas Defendants' Gas Wells.

86. Natural Gas Defendants, including their officers, agents, contractors, or employees, have repeatedly breached these duties of care to Plaintiff, thereby directly and proximately causing significant damage to Plaintiff for which he is entitled to compensation.

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

88. As a direct and proximate result of Natural Gas Defendants' acts or omissions stated herein, Plaintiff has suffered damages for which he is entitled to compensation.

89. Natural Gas Defendants, including their officers, agents, or employees, knew or in the exercise of reasonable care should have known, that such problems caused by their negligent and reckless conduct, and the resultant harm to Plaintiff and his property were foreseeable consequences of Defendants' acts or omissions in the manner in which they engaged in their gas drilling, production, and transportation activities.

90. Natural Gas Defendants' acts or omissions including those of their officers, agents, contractors, or employees were the direct and proximate cause of the damages to Plaintiff alleged herein.

91. Natural Gas 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 continue to have a substantial likelihood of causing significant injury to Plaintiff; Plaintiff's property; and Plaintiff's property rights.

92. Further, some or all of the acts or omissions of Natural Gas Defendants described herein, including those of their officers, agents, contractors, and/or employees were intentional or grossly, recklessly, or wantonly negligent, and were done with utter disregard for Plaintiff's rights, property, safety, and wellbeing, and therefore, Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff Raymond Kemble hereby seeks all damages allowed under the laws of the Commonwealth of Pennsylvania from the Natural Gas Defendants Cabot and GasSearch, jointly and severally, in an amount in excess of \$75,000, 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 Plaintiff for the interference of his right to the use and quiet enjoyment of his property; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Defendants for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Defendants, and for such other and further equitable relief as this honorable Court may deem just and appropriate.

COUNT IV – NEGLIGENCE/RECKLESSNESS
RAYMOND KEMBLE VS. COMPRESSOR STATION DEFENDANT

WILLIAMS FIELD SERVICES COMPANY, LLC

93. Plaintiff repeats and realleges the allegations of the above and foregoing paragraphs of this Complaint, as though set forth in this paragraph at length.

94. Compressor Station Defendant, at all times relevant herein, owed the following, but not limited to the following, duties of reasonable care to Plaintiff:

- a. To reasonably and responsibly own, construct, operate, control, and maintain the Teel Compressor Station as not to injure Plaintiff;
- b. To take all measures reasonably necessary to inform and protect Plaintiff from the conditions and harms that the Teel Compressor Station might, would, or does cause Plaintiff;
- c. To warn of the conditions and harms that the Teel Compressor Station might, would, or does cause Plaintiff;
- d. To properly manage and dispose of residual waste from its activities;
- e. To properly manage all aspects of the Compressor Station activities, including those carried out by themselves or their agents, officers, contractors, or employees;
- f. To mitigate noise and light created by their activities at Teel Compressor Station; and
- g. To prevent releases of hazardous, toxic, or radioactive substances into the air by their activities at Teel Compressor Station.

95. Compressor Station Defendant, including its officers, agents, contractors, or employees, have repeatedly breached these duties of care to Plaintiff, thereby directly and proximately causing significant damage to Plaintiff for which he is entitled to compensation.

96. Compressor Station Defendant, including its officers, agents, and/or employees, should have taken reasonable precautions and measures to prevent or mitigate the problems caused by its activities.

97. As a direct and proximate result of Compressor Station Defendant's acts or omissions stated herein, Plaintiff has suffered damages for which he is entitled to compensation.

98. Compressor Station Williams, including its officers, agents, or employees, knew or in the exercise of reasonable care should have known, that such problems caused by its negligent and reckless conduct, and the resultant harm to Plaintiff and his property were foreseeable consequences of Compressor Station Defendant's acts or omissions in the manner in which it operated the Compressor Station.

99. Compressor Station Defendant's acts or omissions including those of its officers, agents, contractors, or employees were the direct and proximate cause of the damages to Plaintiff alleged herein.

100. Defendant Williams 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 continue to have a substantial likelihood of causing significant injury to Plaintiff; Plaintiff's property; and Plaintiff's property rights.

101. Further, some or all of the acts or omissions of Compressor Station Defendant described herein, including those of its officers, agents, contractors, and/or employees were intentional or grossly, recklessly, or wantonly negligent, and were done with utter disregard for Plaintiff's rights, property, safety, and wellbeing, and therefore, Plaintiff is entitled to an award of punitive damages.

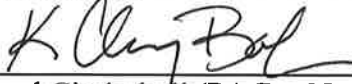
WHEREFORE, Plaintiff Raymond Kemble hereby seeks all damages allowed under the laws of the Commonwealth of Pennsylvania from Compressor Station Defendant, Williams Field Services, LLC, in an amount in excess of \$75,000, plus costs of suit, which sum is in excess of the amount requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Court to compensate Plaintiff for the interference of his right to the use and quiet enjoyment of his property; for punitive damages to be determined at trial in an amount set by law or the trier of fact sufficient to punish Compressor Station Defendant for the above-described conduct and to deter others from like conduct; that the costs of this action be assessed against Compressor Station Defendant, and for such other and further equitable relief as this honorable Court may deem just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

Respectfully submitted,

FELLERMAN & CIARIMBOLI

By: 

Edward Ciarimboli (PA Bar No. 85904)

Clancy Boylan (PA Bar No. 314117)

FELLERMAN & CIARIMBOLI

183 Market Street, Suite 200

Kingston, PA 18704

Phone: (570) 714-4878

Fax: (570) 714-7255

SPEER LAW FIRM, P.A.

Charles F. Speer (Will seek *pro hac vice*
admission)

104 W. 9th Street, Suite 400

Kansas City, MO 64105

Phone: (816) 472-3560

Fax: (816) 421-2150

Attorneys for Plaintiff

1-01-1995 0:01AM

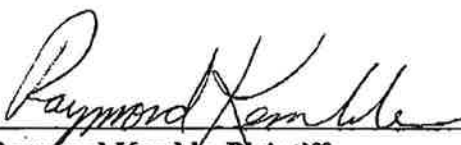
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P. 1

VERIFICATION

I, Raymond Kemble, have read the foregoing Complaint and hereby certify that it is true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsifications to authorities.

Dated: April 12, 2017


Raymond Kemble, Plaintiff