

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

SHELL EQUIPMENT COMPANY, INC.,

Plaintiff,

v.

J.F. ALLEN COMPANY, a
West Virginia corporation,

Defendant.

Civil Action No. 15-C-208-2

SCANNED

FILED IN 15TH
CIRCUIT COURT
2015 MAY 15 A 11:56

COMPLAINT

1. The plaintiff, Shell Equipment Company, Inc., is a West Virginia corporation, doing business in Harrison County, West Virginia.

2. Upon information and belief, the defendant, J.F. Allen Company, is a West Virginia corporation, doing business in Harrison County, West Virginia.

3. The plaintiff, Shell Equipment Company, Inc., is the lessor of certain real property and improvements located in Eagle District, Harrison County, West Virginia.

4. The plaintiff, Shell Equipment Company, Inc., conducts business operations on this property which require electrical service.

5. At the time the plaintiff, Shell Equipment Company, Inc., entered into the lease agreement with respect to the subject property necessary electrical service was available and in good working order at the improvements located on the subject property.

6. The defendant, J.F. Allen Company, entered into a contractual agreement with the West Virginia Department of Environmental Protection to perform certain construction work with respect to the Prospect Valley Highwall Reclamation Project.

7. As a result and consequence of said reclamation project, the defendant, J.F. Allen Company, contracted with the plaintiff, Shell Equipment Company, Inc., regarding the temporary removal of the electric service to the building and improvements located on the leased premises.

8. Pursuant to the agreement between the parties, this electrical service was to be restored in the same condition as it existed prior to the operations of the defendant, J.F. Allen Company, on the subject property.

9. The plaintiff, Shell Equipment Company, Inc., relied upon representations of the representatives of the defendant, J.F. Allen Company, in entering into the agreement to allow the defendant to work on the leased premises.

10. The representations made by the defendant, J.F. Allen Company, and relied upon by the plaintiff, Shell Equipment Company, Inc., include, but are not limited to, that the electrical service would be returned to the property including, but not limited to, the building and improvements in the same condition it was prior to the operations of the defendant.

11. The defendant, J.F. Allen Company, has completed all operations and work with respect to the Prospect Valley Highwall Reclamation Project.

12. The defendant, J.F. Allen Company, has failed and/or refused to return electrical service to the leased premises in accordance with the contractual agreement between the parties.

13. The acts, conduct and omissions of the defendant, J.F. Allen Company, are a breach of the contractual agreement between the parties.

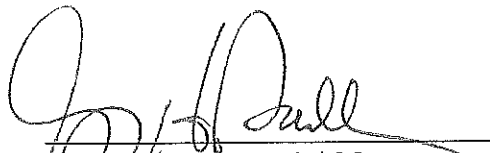
14. As a result and consequence of the breach of the agreement the plaintiff, Shell Equipment Company, Inc., has suffered the loss of electrical service as well as the loss of business opportunities.

15. The acts and conduct of the defendant have resulted in injury and damage to the plaintiff.

WHEREFORE, the plaintiff, Shell Equipment Company, Inc., demands from the defendant, J.F. Allen Company, the following relief:

- (a) Compensatory damages in an amount determined to be fair, equitable and proper;
- (b) That the plaintiff be awarded its costs, herein expended, including reasonable attorney's fees, in accordance with West Virginia law; and
- (c) That plaintiff have all such other relief, both general and special, as to the Court appears equitable and proper.

Dated this 15th day of May, 2015.



Gregory H. Schillace
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Counsel for Plaintiff

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