

IN THE CIRCUIT COURT OF WAYNE COUNTY, WEST VIRGINIA

MILLIE TOMBLIN dba C & J SECURITY,

Plaintiff,

v.

EAGLE PIPELINE, LLC, an Ohio corporation, COLUMBIA PIPELINE GROUP, INC., a Delaware corporation; and COLUMBIA PIPELINE GROUP SERVICES COMPANY, a Delaware corporation,

Defendants.

Civil Action No. 16-C-34
Judge Pratt

FILED
CLERK OF COURT
2016 MAR 10 PM 2:01
WAYNE COUNTY, WV
CS

AMENDED COMPLAINT

For her Amended Complaint, Plaintiff, Millie Tomblin dba C&J Security ["Plaintiff"], states as follows:

Parties, Jurisdiction, and Venue

1. Plaintiff is a resident of Mingo County, West Virginia, who does business as C&J Security.
2. Defendant, Eagle Pipeline, LLC, an Ohio corporation ["Eagle Pipeline"], does business in Wayne County, West Virginia.
3. Defendant, Columbia Pipeline Group, LLC, a Delaware corporation ["CPG"], does business in Wayne County, West Virginia.
4. Defendant, Columbia Pipeline Group Services Company, a Delaware corporation ["CPGSC"], does business in Wayne County, West Virginia.

5. The dispute which is the subject of this action involves a construction project in Wayne County, West Virginia.

6. This Court has jurisdiction over Eagle Pipeline, CPG, and CPGSC pursuant to W. Va. Code § 56-3-33.

7. This Court has venue in this matter pursuant to W. Va. Code § 56-1-1(a)(2).

Factual Background

8. Plaintiff reasserts the allegations in Paragraph 1 through 7 of the Amended Complaint.

9. Plaintiff entered into a contract with Eagle Pipeline to provide security services for a construction project for which Eagle Pipeline contracted with CPG and/or CPGSC to be conducted, in part, in Wayne County, West Virginia.

10. Plaintiff provided security services pursuant to its contract with Eagle Pipeline and submitted invoices for those services attached as Exhibit A.

11. Eagle Pipeline has failed to pay Plaintiff's invoices, which total \$61,387.00, attached as Exhibit A.

12. Upon information and belief, CPG and/or CPGSC terminated its contract with Eagle Pipeline alleging, in part, that Eagle Pipeline had not paid its subcontractors, including Plaintiff.

13. Upon information and belief, CPG and/or CPGSC have withheld in excess of \$1.7 million payable by CPG and/or CPGSC to Eagle Pipeline that CPG and/or CPGSC know Eagle Pipeline owes to its subcontractors, including Plaintiff.

14. Upon information and belief, CPG and/or CPGSC have withheld in excess of \$1.7 million payable by CPG and/or CPGSC to Eagle Pipeline that CPG and/or CPGSC know Eagle Pipeline owes to its subcontractors, including Plaintiff, as a result of an unrelated dispute between CPG and/or CPGSC and Eagle Pipeline over Eagle Pipeline's assertion of a right to payments as a result to CPG and/or CPGSC's unilateral changes to the project specifications.

15. Plaintiff has requested that CPG and/or CPGSC pay to Plaintiff or Eagle Pipeline the \$61,387.00 owed by Eagle Pipeline to Plaintiff which CPG and/or CPGSC and Eagle Pipeline do not dispute, but CPG and/or CPGSC have refused to do so citing their separate and independent dispute with Eagle Pipeline.

16. Plaintiff has requested that CPG and/or CPGSC interplead the \$61,387.00 owed by Eagle Pipeline to Plaintiff which CPG and/or CPGSC and Eagle Pipeline do not dispute, but CPG and/or CPGSC have refused to do so citing their separate and independent dispute with Eagle Pipeline.

17. Plaintiff's \$61,387.00 is being held hostage by CPG and/or CPGSC for the improper purpose of extracting a ransom from Eagle Pipeline relative to CPG and/or CPGSC's contractual dispute with Eagle Pipeline.

Count I - Breach of Contract

18. Plaintiff reasserts the allegations in Paragraph 1 through 17 of the Amended Complaint.

19. Eagle Pipeline has a contractual obligation to pay Plaintiff \$61,387.00 as reflected in the invoices attached as Exhibit A.

20. Eagle Pipeline has breached its contractual obligation to pay Plaintiff \$61,387.00 as reflected in the invoices attached as Exhibit A.

21. Plaintiff is entitled to judgment against Eagle Pipeline in the amount of \$61,387.00 as of dates of the invoices attached as Exhibit A and is entitled to prejudgment interest, post-judgment interest, and court costs.

WHEREFORE, Plaintiff requests judgment against Eagle Pipeline for breach of contract in the amount of \$61,387.00 and for pre-judgment interest, post-judgment interest, and court costs.

Count II - Tortious Interference

22. Plaintiff reasserts the allegations in Paragraph 1 through 21 of the Amended Complaint.

23. Plaintiff had a contract with Eagle Pipeline to provide security services for a construction project for which Eagle Pipeline contracted with CPG and/or CPGSC.

24. CPG and/or CPGSC were not parties to the contract between Plaintiff and Eagle Pipeline.

25. CPG and/or CPGSC have intentionally interfered in the contractual relationship between Plaintiff and Eagle Pipeline by intentionally withholding in excess of \$1.7 million payable by CPG and/or CPGSC to Eagle Pipeline that CPG and/or CPGSC know Eagle Pipeline owes to its subcontractors, including Plaintiff, as a result of an unrelated dispute between CPG and/or CPGSC and Eagle Pipeline over Eagle Pipeline's assertion of a right to payments as a result to CPG and/or CPGSC's unilateral changes to the project specifications.

26. As a result of CPG and/or CPGSC's intentional interference in the contractual relationship between Plaintiff and Eagle Pipeline, Plaintiff has suffered damages and harm, including but not limited to economic damages, non-economic damages, attorney fees, and court costs.

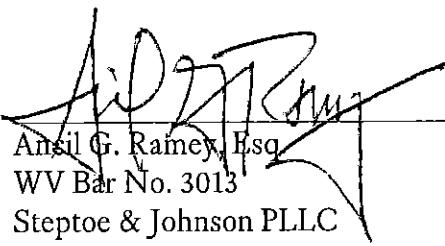
27. CPG and/or CPGSC's intentional interference in the contractual relationship between Plaintiff and Eagle Pipeline were the result of the conduct that was carried out by CPG AND/OR CPGSC with actual malice toward the Plaintiff or a conscious, reckless and outrageous indifference to the health, safety and welfare of others.

WHEREFORE, Plaintiff requests judgment against CPG and/or CPGSC for tortious interference for economic damages, including but not limited to the amount owed by Eagle Pipeline to Plaintiff, lost profits, attorney fees, litigation expenses, and court costs; non-economic damages, including emotional distress; punitive damages; and attorney fees, litigation expenses, and court costs.

Trial by jury is demanded.

MILLIE TOMBLIN dba C&J SECURITY

By Counsel



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