

IN THE CIRCUIT COURT OF WAYNE COUNTY, WEST VIRGINIA

MILLIE TOMBLIN, d/b/a  
C & J SECURITY, INC.,

Plaintiff,

v.

Civil Action No. 16-C-34  
Judge Pratt

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

Defendants,

and

EAGLE PIPELINE, LLC, an Ohio  
limited liability company,

Defendant and Cross-claim Plaintiff,

v.

COLUMBIA PIPELINE GROUP SERVICES COMPANY,  
a Delaware corporation,

Cross-Claim Defendant,

and

EAGLE PIPELINE, LLC, an Ohio  
limited liability company,

Defendant and Third Party Plaintiff,

v.

COLUMBIA GAS TRANSMISSION, LLC,  
a Delaware limited liability company,

Third Party Defendant.

SCANNED

FILED  
CIRCUIT CLERK'S OFFICE  
2016 MAR 14 PM 2:37  
WAYNE COUNTY, WV  
BY

**DEFENDANT EAGLE PIPELINE, LLC'S AMENDED ANSWER TO  
MILLIE TOMBLIN, d/b/a C & J SECURITY, INC.'S AMENDED COMPLAINT;  
AMENDED CROSS CLAIM AGAINST  
DEFENDANT COLUMBIA PIPELINE GROUP SERVICES COMPANY;  
AND AMENDED THIRD-PARTY COMPLAINT AGAINST  
AND COLUMBIA GAS TRANSMISSION, LLC**

COMES NOW Defendant Eagle Pipeline, LLC, (hereinafter "Eagle") by its counsel, Norman T. Daniels, Jr., Nicholas R. Stuchell and Daniels Law Firm, PLLC, and for its Amended Answer to Plaintiff, Millie Tomblin, d/b/a C & J Security's (hereinafter "C & J") Amended Complaint; Eagle's Amended Cross-claim against Columbia Pipeline Group Services Company (hereinafter "CPGSC"); and Amended Third-Party Complaint against Columbia Gas Transmission, LLC (hereinafter "CGT") hereby states as follows:

1. Eagle is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 1 of C & J's Amended Complaint and therefore denies the same and demands strict proof thereof.
2. Eagle states that it is an Ohio limited liability company in response to Paragraph 2 of C & J's Amended Complaint.
3. Eagle states that Columbia Pipeline Group, LLC is a Delaware limited liability company in response to Paragraph 3 of C & J's Amended Complaint.
4. Eagle admits the allegations contained in Paragraph 4 of C & J's Amended Complaint.
5. Eagle admits the allegations contained in Paragraph 5 of C & J's Amended Complaint.

**FILED**  
**CLERK'S OFFICE**  
**16 MAR 14 PM 3:00**  
**WARRIOR COUNTY, WY**

6. Eagle admits the allegations contained in Paragraph 6 of C & J's Amended Complaint.

7. Eagle admits the allegations contained in Paragraph 7 of C & J's Amended Complaint.

8. Eagle hereby reincorporates and realleges each and every answer contained in Paragraphs 1 through 7 of C & J's Amended Complaint as though each were set fully verbatim herein.

9. Eagle admits the allegations contained in Paragraph 9 of C & J's Amended Complaint.

10. Eagle admits the allegations contained in Paragraph 10 of C & J's Amended Complaint.

11. Eagle admits the allegations contained in Paragraph 11 of C & J's Amended Complaint.

12. Eagle admits the allegations contained in Paragraph 12 of C & J's Amended Complaint.

13. Eagle admits the allegations contained in Paragraph 13 of C & J's Amended Complaint.

14. Eagle admits the allegations contained in Paragraph 14 of C & J's Amended Complaint.

15. Eagle admits the allegations contained in Paragraph 15 of C & J's Amended Complaint.

16. Eagle admits the allegations contained in Paragraph 16 of C & J's Amended

Complaint.

17. Eagle admits the allegations contained in Paragraph 17 of C & J's Amended Complaint.

18. Eagle hereby reincorporates and realleges each and every answer contained in Paragraphs 1 through 17 as though each were set fully verbatim herein.

19. Eagle admits the allegations contained in Paragraph 19 of C & J's Amended Complaint.

20. Eagle admits the allegations contained in Paragraph 20 of C & J's Amended Complaint.

21. Eagle admits the allegations contained in Paragraph 21 of C & J's Amended Complaint.

22. Eagle hereby reincorporates and realleges each and every answer contained in Paragraphs 1 through 21 as though each were set fully verbatim herein.

23. Eagle admits the allegations contained in Paragraph 23 of C & J's Amended Complaint.

24. Eagle admits the allegations contained in Paragraph 24 of C & J's Amended Complaint.

25. Eagle admits the allegations contained in Paragraph 25 of C & J's Amended Complaint.

26. Eagle is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 26 of C & J's Amended Complaint and therefore denies the same and demands strict proof thereof.

27. Eagle admits the allegations contained in Paragraph 27 of C & J's Amended Complaint.

### **AFFIRMATIVE DEFENSES**

#### **First Affirmative Defense**

All or some of the claims alleged in Plaintiff's Amended Complaint are the results of the acts or omissions of other parties over which Eagle has no responsibility of control.

#### **Second Affirmative Defense**

At all times relevant to this lawsuit, Eagle acted reasonably and complied with all obligations within its control.

#### **Third Affirmative Defense**

Eagle reserves the right to add or delete defenses as appropriate based upon the facts adduced throughout this case.

WHEREFORE, having fully answered, Eagle Pipeline, LLC denies that it is responsible for Plaintiff's injuries and prays that Plaintiff's Amended Complaint be dismissed with prejudice and held for naught; that Plaintiff recover nothing from Eagle Pipeline, LLC.; that Eagle Pipeline, LLC recover its costs, expenses of suit, and reasonable attorney's fees made necessary in defending this Amended Complaint; and for such other relief to which Defendant Eagle Pipeline, LLC is entitled.

**DEFENDANT, EAGLE PIPELINE, LLC DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.**

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**EAGLE PIPELINE, LLC'S AMENDED CROSS-CLAIM  
AGAINST COLUMBIA PIPELINE GROUP SERVICES COMPANY**

**PARTIES**

1. Eagle Pipeline, LLC (hereinafter "Eagle") is a legal liability company duly licensed to conduct business in the State of West Virginia.
2. Columbia Pipeline Group Services Company (hereinafter "CPGSC") is a Delaware corporation engaged in the business of natural gas distribution that is duly licensed to conduct business in the State of West Virginia with a service address of Corporation Service Company, ATTN: Robert E. Smith, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
3. Columbia Gas Transmission, LLC (hereinafter "CGT") is a Delaware limited liability company with a local office address of Corporation Service Company, 209 W. Washington Street, Charleston, West Virginia 25302.

**JURISDICTION AND VENUE**

4. Plaintiff, Eagle restates, realleges and incorporates each and every allegation contained in Paragraphs 1 through 3 as if fully stated verbatim herein.
5. Jurisdiction and venue are proper in this Court due to the location of the parties, witnesses, the contract, the work and the locations from which the disputes arose. All of the West Virginia work performed by Eagle, as more fully described hereinbelow, occurred on property located within Wayne County, West Virginia and the disputes arose from the failure of to pay for said contract work and changes to the contract work. Only

a small percentage of the work occurred at the AEP Big Sandy Power Plant in Lawrence County, Kentucky. Both Eagle and CPGSC maintained an office at the Wayne County, West Virginia Project site and managed the Project from the Wayne County office and from CPGSC's offices at 1700 MacCorkle Avenue, SE in Charleston, West Virginia. On February 4, 2016, Bronson McNemar sent an email (attached as **Exhibit A**) from his office in West Virginia that stated CPGSC would terminate Eagle's contract if Eagle did not satisfy five (5) requirements including a demand that Eagle rescind, waive and release Eagle's \$2,301,253.45 Change Order Request. CPGSC terminated Eagle's contract by letter dated February 5, 2016 (attached as **Exhibit B**) issued by Sheree Parks Downey, Vice President-Supply Chain, from the Charleston office. Project Manager, Bronson McNemar hand delivered the termination letter to Jeff Hughes, Eagle's Project Manager at CPGSC's office in Wayne County, West Virginia. The approximately 3.04 miles of gas transmission line are located on a right-of-way owned by Third Party Plaintiff, Columbia Gas Transmission in Wayne County, West Virginia. Eagle is due \$4,666,163.41 from CPGSC for work performed on the Wayne County, West Virginia Project as itemized on the Schedule attached hereto as **Exhibit C**. A Mechanic's Lien has been filed in Wayne County, West Virginia and is attached as **Exhibit D**. All disputes are based upon the actions and inactions of the parties and their employees which occurred in Wayne County, West Virginia and Charleston, West Virginia.

## FACTS

6. Eagle restates, realleges and incorporates each and every allegation contained in Paragraphs 1 through 5 as if fully stated verbatim herein.

7. On or about March 13, 2014, NiSource Corporation Services Company ("NiSource") and Eagle entered into a General Services Agreement For Construction Maintenance Services and Materials No. CW 942168 that allowed NiSource to issue "Purchase Orders" for work to be awarded to and performed by Eagle.

8. CPGSC, CGT and NiSource solicited bids from pipeline contractors for the installation of approximately 3.04 miles of 16" pipeline lateral for the transmission of natural gas from existing lines of CPGSC and CGT in Wayne County, West Virginia to a new customer the American Electric Power (AEP) Big Sandy Power Plant located in Lawrence County, Kentucky, generally referred to herein as "Project." The purpose of the Project was to construct natural gas transmission pipeline to allow CPGSC and CGT to utilize their gas lines in Wayne County, West Virginia to supply natural gas to the AEP Big Sandy Power Plant in Lawrence County, Kentucky.

9. The work also included installation of regulator sites at the Kenova site and SM102 site of CPGSC and CGT in Wayne County, West Virginia which would allow natural gas from multiple pipelines to be regulated to transmit natural gas in the new gas line being constructed to the AEP Big Sandy Power Plant.

10. The work included the installation of the 16" pipeline for the transmission of natural gas underneath the Big Sandy River and underneath railroad tracks on both the east and west sides of the Big Sandy River, with a directional drilling of approximately



2,376 feet in length. A gas receiving and gas metering system was also to be constructed at the AEP Big Sandy Power Plant in Lawrence County, Kentucky where the natural gas was to be delivered.

11. The work to be performed was communicated to bidders in the Job Data Sheet and Drawings for Gas Transmission, LLC RFP # CPGSC-2015-Project 14850, and technical specifications which included the welding manual, construction specifications and backfilling specifications of CPGSC and CGT.

12. Eagle prepared a competitive bid to perform the work identified in the contract documents, contract drawings, technical specifications, welding manual, construction specifications and backfilling specifications using its own manner, method, and sequence of construction.

13. Eagle's bid was the lowest bid for the Project.

14. Eagle was able to submit the lowest bid because its planned manner, method, and sequence of construction for the work communicated in the contract documents, contract drawings and technical specifications was the most efficient among the bidders.

15. As a condition of performing the work, CPGSC, CGT and NiSource required that Eagle not work on any other projects until the CPGSC project was complete.

16. Eagle was required to write a letter to CPGSC and NiSource wherein it promised that no other work would be done for any other projects until the CPGSC contract project was completed. The CPGSC project was the only contract Eagle worked on and CPGSC knew that Eagle relied upon payments from CPGSC for work completed to pay Eagle's bills to project vendors and subcontractors and payroll to Eagle employees.

17. On or about June 1, 2015, Eagle was awarded the Project and was issued Purchase Order Number 4012443G by NiSource in the amount of \$10,074,129.60.

18. NiSource and CPGSC hired Houston Inspection Field Services, LLC (hereinafter "Houston") as inspector for the Project. Employees of Houston were at the site daily and inspected the work of Eagle and acted as the Owner's representative on the project with the apparent authority to change the work. CPGSC employees were also present on the project and also inspected Eagle's work, changed the work and oversaw Houston's inspection of Eagle's work.

19. Effective July 1, 2015, NiSource Corporation Services Company assigned the General Services Agreement For Construction, Maintenance, Services and Materials No. CW1942168 to CPGSC. NiSource sent Eagle a certified letter stating that the General Service Agreement and all Purchase Orders had been assigned to CPGSC.

20. Section 29 (i) of The General Services Agreement For Construction, Maintenance, Services and Materials provided:

"Owner may assign its rights, claims, interests, and obligations in this Agreement to a third party upon notice to Contractor without the consent of Contractor or any other limitation. Upon Assignment by Owner of its rights, claims, interest, or obligations under this Agreement and the assumption by Assignee of the Owner's rights, claims, interests, or obligations under this Agreement. **Assignee shall be responsible for payment to Contractor of all sums owed under this Agreement and for any other duties imposed upon the Owner under this Agreement, and in the event of such assignment, "Owner shall have nor further duties or obligations under this Agreement.** Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, its successors and assigns." (emphasis added)

21. In commercial projects which are competitively bid, the purpose of the contract documents and drawings is to communicate the work to be performed to the bidders so that they can prepare competitive bids to complete the work identified. If the work is changed from the work identified in the contract documents, drawings and technical specifications, welding materials, construction specifications and backfilling specifications, the contract provides that the owner is allowed to change the work but a change order must be issued adjusting the contract price and time.

22. While Eagle was completing the work, CPGSC employees and employees of Houston acting as agents of CPGSC, changed the contract work communicated in the contract plans, drawings and technical specifications welding manual, construction specifications and backfilling specifications. Eagle submitted change orders to CPGSC in accordance with the contract documents. Although the changed work was required by Owner and its representatives and CPGSC accepted the benefit of the changed work, CPGSC has failed to agree to all change orders adjusting the contract price and time.

23. Throughout the Project from June 2, 2015 to February 5, 2016, Eagle performed the work identified in the contract documents, contract drawings and technical specifications and purchase order 40124436, and billed CPGSC for unit price work installed at the unit price bid with invoices.

24. Throughout the Project, employees of CPGSC and employees of Houston acting as agents of CPGSC, changed the contract work identified in CPGSC's contract documents, contract drawings, technical specifications, welding manual, construction specifications and backfilling specifications as follows:

- a. CPGSC and Houston employees required Eagle to have two welders to work on areas of gas line welding when only one welder was required by CPGSC's Welding Manual Section 2.12.1. Eagle performed this change work as instructed by CPGSC's authorized representatives;
- b. CPGSC and Houston employees required Eagle to back fill approximately three # 3 miles of pipeline trench with earth padding of the pipe with select earth padding from the top of the gas line to the surface (earth padding of at least # 36 inches). CPGSC's Construction Specifications PLS 101 Section II Backfilling Specifications required only earth padding of #4 inches around the circumference of the pipe and allowed rolling in the remaining depth of the trench with excavated material. At the pre-construction conference on April 8, 2015, Bronson McNemar, Project Manager, informed all contractors bidding the project that padding buckets were not required. AEP Big Sandy Job Data Section 5.4 provides that the use of padding buckets were not required or allowed unless authorized by CPGSC's representative. This work changed in the field at the direction of CPGSC's representatives. In August of 2015, CPGSC required Eagle to acquire and use two (2) "Allu" padding buckets which were mounted on John Deere 350 excavators. Eagle was required by CPGSC representatives to install all earth padding with padding buckets from the top of the pipe to the surface (earth padding of at least 36 inches) contrary to the regulations, prior representation by CPGSC personnel and inconsistent with standards usually used in projects of

CPGSC. Eagle performed this changed work as directed by CPGSC and CPGSC's authorized representatives;

- c. Eagle was not permitted to do any work on the Project without an Inspector from CPGSC or Houston present. CPGSC and Houston inspectors would consistently arrive late on the Project site in the morning and then arrive late after their lunch break, preventing Eagle from beginning work. Ordinarily, pipeline contractors working for CPGSC are allowed to work if the inspectors are given the ample opportunity to inspect the pipe before being lowered in and backfilled but not on this project. Section Item 81E of the Job Data provides only that CPGSC shall furnish the "necessary construction inspection." This inspection practice of prohibiting any work without an inspector present was not consistent with CPGSC's past practices on other projects;
- d. For a majority of the Project, CPGSC and Houston employees refused to work past 5:00 p.m and would not allow Eagle employees to perform any work past 5:00 p.m. because the owner's representative was not present. This inspection practice of prohibiting Eagle working after 5:00 p.m. was not consistent with CPGSC's past practices on other projects;
- e. CPGSC and Houston employees would not allow Eagle to lower in a gas pipe into the trench unless the pipe could be lowered in and completely padded to the surface with padding buckets by 5:00 p.m. at the end of each day. CPGSC's construction specifications PLS 101 Section 11 provides only

that backfilling shall follow the lowering of the pipe as closely as possible.

This prohibition was not consistent with CPGSC's past practices on other projects. Eagle was prohibited each day from lowering the gas line into the trench if the pipe could not be completely padded by 5:00 p.m.

- f. CPGSC and Houston employees required multiple tests to be performed on the pipe coatings and the pipe welds well beyond what was required by the Pipeline Construction Specifications PLS 101 and GED-07, External Coatings for Underground Facilities. Retesting was ordered by CPGSC's authorized representatives frequently after pipe coating and welds had previously passed the required tests. CPGSC's representatives ordered the additional testing which was not consistent with CPGSC's past practices on other projects; however, Eagle performed this changed work as directed;
- g. When the pipe's coatings and welds passed the required tests, CPGSC and Houston frequently forced Eagle to unnecessarily prove that the testing machine was properly calibrated beyond what was required by Pipeline Construction Specifications PLS 101; however, Eagle performed this changed work.

25. CPGSC employees were aware of the change work and CPGSC's and Houston employees' interference with Eagle's manner, method and sequence of construction. Despite this knowledge, CPGSC and its authorized representative, Houston, continued to order the changed work which was performed by Eagle.

26. Pursuant to the contract, CPGSC employees and Houston employees were

allowed to make these changes in the work but CPGSC is required to compensate Eagle for the increased cost of labor and equipment, overhead and profit by issuing change orders increasing the contract amount and time.

27. On or about November 8, 2015, Eagle notified CPGSC that a proposed change order was forthcoming. On December 10, 2015, Eagle submitted to CPGSC a proposed change order proposing to increase the contract amount by \$2,301,253.45 for the additional and changed work performed on the Project and also requested an increase in the contract time. CPGSC representatives asked Eagle to provide additional information and documentation concerning the request change order. As requested, Eagle supplemented its requested change order with additional documentation.

28. Eagle's proposed change order was orally rejected by CPGSC employees; however, CPGSC did not respond in writing to Eagle's proposed change order dated December 10, 2015 or the additional documentation file thereafter.

29. After the proposed change order was submitted and orally rejected by CPGSC, CPGSC allowed Eagle to continue working to complete the project. However, in bad faith, CPGSC stopped paying Eagle's invoices for undisputed work billed by invoice. CPGSC currently owes Eagle a total of \$2,364,909.96 in undisputed work billed to CPGSC in Invoices 15001-40A, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 as shown on Exhibit C attached to and made a part of this Cross-claim.

30. CPGSC currently owes Eagle a total of \$4,666,163.41 for work performed as itemized on the schedule attached to and made a part of this Cross-claim.

31. On January 25, 2016, Sheree Parks Downey, Vice President, Supply Chain for

CPGSC, sent Eagle a "Notice of Proposed Termination For Cause" letter threatening to terminate Eagle's contract for Eagle's non-payment to vendors and subcontractors. After January 25, 2016, CPGSC failed to make any additional payments to Eagle.

32. At the time CPGSC threatened termination of the contract. Eagle was in excess of 90% complete on its work on the Project and Eagle anticipated construction would be substantially complete within three weeks.

33. CPGSC asserted that Eagle could not pay its subcontractors, even though CPGSC is withholding \$2,364,909.96 in undisputed funds due Eagle from Invoices 15001-40A, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 and CPGSC has not processed Eagle's December 10, 2015 change order in the additional amount of \$2,301,253.45.

34. On or about February 4, 2016, CPGSC employees and Project Manager, Bronson McNemar, in bad faith, stated orally and then sent Eagle an email wherein CPGSC threatened to terminate the contract with Eagle unless Eagle, *inter alia*, "rescinds, waives and releases all of its claims for outstanding change orders." See, **Exhibit A**.

35. On February 5, 2016, David Hughes of Eagle orally refused to rescind, waive or release Eagle's claim for outstanding change orders dated December 10, 2015 in the amount of \$2,301,253.45 because the changed work had been completed and CPGSC had accepted and received the benefit of the change work.

36. At the close of business on February 5, 2016, Sheree Parks Downey, Vice President of Supply Chain for CPGSC, in bad faith, sent a letter to Eagle terminating the purchase orders and contract with Eagle "for cause" stating that Eagle had failed to pay its vendors and subcontractors. See, **Exhibit B**.



37. Eagle complied with the termination notice by stopping work and demobilizing from the project.

38. Eagle attempted to follow the dispute resolution procedure outlined in the contract by sending CPGSC letters requesting stepped negotiations and mediation.

39. CPGSC refused to follow the dispute resolution procedure as outlined in the contract by Sheree Parks Downey, sending a letter dated February 19, 2016 to Eagle stating CPGSC was not obligated to follow the dispute resolution procedure because CPGSC had terminated the contract.

**COUNT I**  
**BREACH OF CONTRACT**  
**AGAINST COLUMBIA PIPELINE SERVICES GROUP COMPANY**

40. Eagle restates, realleges and incorporates each and every allegation contained in Paragraphs 1 through 39 as if fully stated verbatim herein.

41. CPGSC entered into a valid contract with Eagle for the Project.

42. CPGSC breached the contract as follows:

- a. CPGSC changed the contract work but failed to issue a change order increasing the contract price and contract time for the changed work;
- b. CPGSC's higher inspection standards, limited work hours and changes in the CPGSC contract documents, contract plans, welding manual, construction specifications and backfilling specifications caused constructive changes in the work as built;

- c. These changes in the contract work and in Eagle's planned manner, method and sequence of construction increased the cost of labor, equipment and materials and increased construction time;
- d. During construction, CPGSC directed Eagle to accelerate the performance of the changed work which further increased the cost of labor, equipment and materials;
- e. CPGSC failed to process and pay a proposed change order filed on December 10, 2015 in the amount of \$2,301,253.45 for the increased cost of labor, equipment and materials. CPGSC failed to respond to the written change order request in writing;
- f. Eagle was improperly or wrongfully terminated "for cause" by CPGSC. If CPGSC had paid Eagle as provided in the contract, Eagle could have paid its vendors and subcontractors;
- g. CPGSC failed to pay for unit price work which was completed and billed by invoice for which there is no dispute;
- h. The owner failed to grant a time extension to offset delay and instead demanded the changed work be performed within the original contract time which constituted constructive acceleration or cardinal change which is compensable;
- i. CPGSC breached its implied obligation not to hinder contractor in its performance of the contract work.

43. Eagle is currently owed \$2,364,909.96 for work performed on the Project for Invoices 15001-40A, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 as shown on Exhibit C attached hereto.

44. Eagle is currently owed \$2,301,253.45 for work unpaid change orders dated December 10, 2015 on the Project which was by CPGSC and unpaid.

45. The schedule showing amounts due Eagle from CPGSC itemizing the contract amount due of \$4,666,163.41 is attached as Exhibit C to and made a part of this Amended Cross-claim.

46. As a result of CPGSC's failure to pay Eagle amounts due, Eagle is not able to pay all its vendors and subcontractors on the Project and is now financially unable to bid and perform further work or other projects for other owners.

47. CPGSC's employees and agents knew that the CPGSC Project was the only project Eagle was allowed by CPGSC to perform and that Eagle relied upon payment by CPGSC in order to pay all vendors and subcontractors.

48. Eagle has sustained a loss of bonding capacity and an inability to bid and build future projects. Eagle has been damaged by a loss of future revenue and a loss of future profits.

**COUNT II**  
**UNJUST ENRICHMENT**  
**AGAINST COLUMBIA PIPELINE GROUP SERVICES COMPANY**

49. Eagle restates, realleges and incorporates each and every allegation contained in Paragraphs 1 through 48 as if fully stated verbatim herein.

50. From June 2, 2015 until February 5, 2016, Eagle performed work on the Project.

51. CPGSC has received the benefit from the work performed by Eagle.

52. Eagle expected to be paid for the work it performed on the Project. CPGSC was aware that Eagle relied upon payment by CPGSC for work performed.

53. Eagle is currently owed \$2,364,909.96 in undisputed amounts for work performed on the Project and billed by Invoices 15001-40A, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50. See, Exhibit C.

54. Eagle is currently owed \$2,301,253.45 for work unpaid change orders dated December 10, 2015 on the Project that are unapproved and unpaid.

55. The itemized schedule showing contract amounts due Eagle from CPGSC total \$4,666,163.41 is attached as Exhibit C hereto and made a part of this Cross-claim.

56. It would be inequitable and unconscionable to allow defendants to continue to benefit from Eagle's work on the Project and avoid payment for said work.

**COUNT III**  
**TORTIOUS INTERFERENCE**  
**AGAINST COLUMBIA PIPELINE GROUP SERVICES COMPANY**

57. Eagle restates, realleges and incorporates each and every allegation contained in Paragraphs 1 through 56 as if fully stated verbatim herein.

58. Eagle had existing contracts for the supply of materials, labor and contract services for the project with subcontractors and vendors.

59. CPGSC's employees' and agents' intentional actions tortiously interfered with

Eagle's contractual relations with its subcontractors and vendors.

60. CPGSC's employees and agents knew that the CPGSC Project was the only project Eagle was allowed to perform and that Eagle relied upon Project payments by CPGSC in order to pay subcontractors and vendors.

61. CPGSC intentionally interfered in the contractual relationship between Eagle and its subcontractors and vendors which actions included informing subcontractors and vendors that Eagle's contract had been terminated and that they should contact Eagle to obtain payment for work completed prior to contract termination knowing that Eagle could not pay their bills until CPGSC Pipeline Group had paid Eagle for work.

62. Shortly before and immediately after CPGSC terminated Eagle's contract on February 5, 2016, Plaintiff, C & S Security, Inc. was employed by Off-duty Security Services, Inc. to provide security for CPGSC's Project. After working for a couple of weeks for Off-Duty Security Services, Inc., C & S Security, Inc. was employed by Third Party Defendant, Columbia Gas Transmission, Inc. to provide security for CPGSC's Project.

63. On February 5, 2016, Bronson McNemar, CPGSC's Project Manager, contacted Jason McClellan, Project Manager for VEC, Inc., Eagle's electrical subcontractor, and informed him as follows:

- a. Eagle's contract had been terminated;
- b. CPGSC would be issuing a Purchase Order directly to VEC, Inc. to finish the project work.
- c. VEC, Inc. should contact Eagle concerning payment for work completed

prior to contract termination.

64. CPGSC and its affiliates intentionally entered into direct contracts with the following Eagle subcontractors to finish the project work: (1) VEC, Inc., an electrical subcontractor, (2) Ark Engineering and Technical Service, Inc., a cathodic protection subcontractor and (3) C & J Security, Inc., a security subcontractor. Each of these subcontractors received purchase orders from CPGSC and its affiliates to finish the project work.

65. As a result of CPGSC's intentional interference in the contractual relationships between Eagle and its subcontractors, Eagle has suffered damages and harm, including, but not limited to, economic damages, non-economic damages, attorney's fees and court costs.

66. CPGSC's intentional interference in the contractual relationship between Eagle and Eagle's subcontractors was carried out by CPGSC, its employees or agents with actual malice towards Eagle or a conscious, reckless and outrageous indifference to the health, safety and welfare of others.

**COUNT IV**  
**CONVERSION**  
**AGAINST COLUMBIA PIPELINE GROUP SERVICES COMPANY**

67. Eagle restates, realleges and incorporates each and every allegation contained in Paragraphs 1 through 66 as if fully stated verbatim herein.

68. CPGSC's Notice of Termination For Cause letter dated February 5, 2016 (attached hereto as **Exhibit B**), required Eagle to leave "all project-related materials in

place" on the project site in Wayne County, West Virginia.

69. After Eagle's termination, CPGSC retained and continues to exercise dominion or control over timber mats, environmental controls, piping material which is less than # 2 inches in diameter, materials for grounding project materials, and other personal property which is the personal property of Eagle.

70. CPGSC has no legal right to exercise dominion over the personal property of Eagle.

71. CPGSC's exercise of dominion of Eagle's property is in denial of Eagle's rights or inconsistent therewith.

72. Eagle is entitled to recover for CPGSC's conversion of Eagle's personal property.

**COUNT V**  
**ENFORCEMENT OF MECHANIC'S LIEN**  
**AGAINST COLUMBIA PIPELINE GROUP SERVICES COMPANY**

73. Eagle restates, realleges and incorporates each and every allegation contained in Paragraphs 1 through 72 as if fully stated verbatim herein.

74. Eagle last performed work and supplied materials to CPGSC on February 5, 2016.

75. Upon information and belief, a # 16" gas transmission line was constructed on a permanent right-of-way or easement owned by CGT which is an affiliate company of CPGSC.

76. Eagle performed its work on certain property in Wayne County, West

Virginia more fully described on **Exhibit D**, attached hereto and made a part hereof.

77. Eagle perfected its Mechanic's Lien by recording it in the Office of the Clerk of the County Commission of Wayne County, West Virginia on the date and time listed on **Exhibit D**.

**WHEREFORE**, plaintiff Eagle Pipeline, LLC prays this Court for the following relief against Columbia Pipeline Group, Inc.:

- a. Judgment in the amount proven by evidence at trial which will fully compensate Eagle for all economic damages and non-economic damages, including, but not limited to, unpaid invoices, unpaid change orders and future lost profits, plus prejudgment and post judgment interest at the legal rate;
- b. Eagle's Mechanic's Lien be foreclosed, that all other liens be marshaled and the Court order a sale of the property, that the priority of the liens be declared and that Eagle be paid its claim amount from the sale;
- c. Punitive damages;
- d. Costs and attorneys' fees incurred in collecting the judgment;
- e. Any other relief this Court deems just and appropriate.

**EAGLE PIPELINE, LLC REQUESTS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.**



**AMENDED THIRD-PARTY COMPLAINT AGAINST  
COLUMBIA GAS TRANSMISSION, LLC**

COMES NOW Eagle Pipeline, LLC ("Eagle"), by its counsel and pursuant to W.Va. R. Civ. P. 14(a) submits its Amended Third Party Complaint Against Columbia Gas Transmission, LLC ("CGT"), and hereby states as follows:

1. Eagle reasserts and realleges all paragraphs contained in its Amended Cross-claim Against Columbia Pipeline Group Services Company as if fully stated herein verbatim.
2. CGT is a Delaware limited liability company duly licensed to do business in the State of West Virginia.
3. Upon information and belief, CGT has purchased and maintains certain easements, rights of way, fees, or other interests upon certain property more fully described on **Exhibit D**, attached hereto and made a part hereof.
4. The installation of the 16" gas transmission line underlying the above-styled matter was performed by Eagle on the property more fully described in **Exhibit D**.
5. Upon information and belief, CGT knew, organized or explicitly contracted for the work to be performed on its property.
6. Upon information and belief, CGT is an affiliate company of Columbia Pipeline Group Services Company.
7. On February 5, 2016, Eagle last performed work on the property described on **Exhibit D**.

8. Eagle's Mechanics' Lien, attached hereto as **Exhibit D**, was perfected when it was timely filed in the Office of the Clerk of Wayne County, West Virginia.

9. The suit to enforce Eagle's Mechanics' Lien was timely filed.

WHEREFORE, third party plaintiff Eagle Pipeline, LLC prays this Court for the following relief:

a. Judgment in favor of Eagle Pipeline, LLC in the amount determined by a jury;

b. Eagle Pipeline, LLC's Mechanics' Lien to be foreclosed and that all other liens be marshaled, and the Court order a sale of the property, that the priority of the liens be declared and that Eagle Pipeline, LLC's claims be paid in full from the sale;

c. Costs and attorneys' fees incurred in this matter; and

d. Any other relief this Court deems just and appropriate.

**EAGLE PIPELINE, LLC REQUESTS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.**

EAGLE PIPELINE, LLC

By Counsel



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IN THE CIRCUIT COURT OF WAYNE COUNTY, WEST VIRGINIA

MILLIE TOMBLIN, d/b/a  
C & J SECURITY, INC.,

Plaintiff,

v.

Civil Action No. 16-C-34  
Judge Pratt

EAGLE PIPELINE, LLC an Ohio  
limited liability company and  
COLUMBIA PIPELINE GROUP COMPANY, INC.,  
a Delaware corporation,

Defendants,

and

EAGLE PIPELINE, LLC, an Ohio  
limited liability company,

Defendant and Cross-claim Plaintiff,

v.

COLUMBIA PIPELINE GROUP SERVICES COMPANY,  
a Delaware corporation,

Cross-Claim Defendant,

and

EAGLE PIPELINE, LLC, an Ohio  
limited liability company,

Defendant and Third Party Plaintiff,

v.

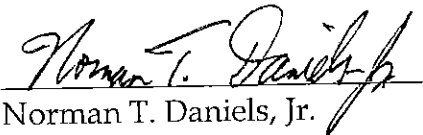
COLUMBIA GAS TRANSMISSION, LLC,  
a Delaware limited liability company,

Third Party Defendant.

### CERTIFICATE OF SERVICE

I, Norman T. Daniels, Jr., counsel for Eagle Pipeline, LLC, hereby certify that on March 14, 2016, I served the foregoing *Defendant Eagle Pipeline, LLC's Amended Answer to Millie Tomblin, d/b/a C & J Security, Inc.'s Amended Complaint; Amended Cross Claim Against Defendant Columbia Pipeline Group Services Company; and Amended Third-Party Complaint Against and Columbia Gas Transmission, LLC* upon counsel of record, by depositing a true and exact copy thereof in the regular course of the United States mail, first class postage prepaid, in an envelope addressed as follows:

Ancil G. Ramey, Esquire (WVSB # 3013)  
STEPTOE & JOHNSON, PLLC  
P. O. Box 2195  
Huntington, WV 25722  
304-526-8133; 304-933-8738  
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*Counsel for Plaintiff, Millie Tomblin, d/b/a C & J Security, Inc.*

  
Norman T. Daniels, Jr.