

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS

DERRIC EISENMANN, JODI L. EISENMANN,)
JODI L. EISENMANN as next friend of)
D.R.E., a minor, JODI L. EISENMANN as)
next friend of A.C.E., a minor, JODI L.)
EISENMANN as next friend of A.R.E., a)
minor, ELMER W. FOX, ELLA BRAITSCH,)
PETER BRAITSCH, LEILANI PIERSON,)
VERONICA R. COOK, HEIDI R. ROBERTS,)
VICTOR G. JENNINGS, MICHELE L.)
JENNINGS, MICHAEL C. WALLACE, ALLYSON)
M. WALLACE, F. AL CLARK, and JOAN CLARK)

Plaintiffs,)

vs.)

THE PEOPLES GAS LIGHT AND COKE)
COMPANY, an Illinois corporation, and)
THOMAS E. DAVIS, individually and as agent)
for THE PEOPLES GAS LIGHT AND COKE)
COMPANY, an Illinois corporation,)

Defendants.)

No. _____
Jury Demand as to Law Counts

COMPLAINT AT LAW AND IN EQUITY

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, HEIDI R. ROBERTS, VICTOR G. JENNINGS, MICHELE L. JENNINGS, MICHAEL C. WALLACE, ALLYSON M. WALLACE, F. AL CLARK, and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for their Complaint at Law and in Equity, complain against Defendants, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, and THOMAS E. DAVIS,

individually and as agent for THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, and allege and state as follows:

INTRODUCTION

1. Plaintiffs complain, *inter alia*, of environmental contamination and polluting events caused by the conduct and acts of Defendants herein, who caused discharges of natural gas and other combustible gases and hazardous chemicals into the Mahomet Aquifer from an underground storage facility it operates located near Mahomet, Champaign County, Illinois. These discharges caused Plaintiffs and their property to be exposed to hazardous gases and chemicals and caused damage to the natural resources of the environment in and around Plaintiffs' properties, causing Plaintiffs to incur health exposures, loss of use and enjoyment of their property, property damage, loss of quality of life, emotional distress, financial losses, and other damages.

ALLEGATIONS COMMON TO ALL COUNTS

Parties

2. Plaintiffs DERRIC EISENMANN and JODI L. EISENMANN jointly own a home and real property located at 373 County Road 2700 North, Mahomet, Champaign County, Illinois, where they reside with their minor children, D.R.E. (13 years old as of the date of filing), A.C.E. (11 years old as of the date of filing), and A.R.E. (3 years old as of the date of filing), and bring this action individually and on behalf of their minor children as parents and natural guardians. These Plaintiffs are jointly referenced hereinafter as, "the EISENMANN Family."

3. Plaintiffs ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS jointly own real property with two

homes located at 352 County Road 2800 North, Mahomet, Champaign County, Illinois, where ELMER W. FOX (94 years old as of the date of filing) and ELLA BRAITSCH (85 years old as of the date of filing) reside. These Plaintiffs are jointly referenced hereinafter as, “the FOX Family.”

4. Plaintiffs VICTOR G. JENNINGS and MICHELE L. JENNINGS jointly own a home and real property located at 372 County Road 2700 North, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, “the JENNINGS Family.”

5. Plaintiffs MICHAEL C. WALLACE and ALLYSON M. WALLACE jointly own a home and real property located at 2750 County Road 425 East, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, “the WALLACE Family.”

6. Plaintiffs F. AL CLARK and JOAN CLARK jointly own a home and real property located at 362 County Road 2700 North, Mahomet, Champaign County, Illinois, where they reside. These Plaintiffs are jointly referenced hereinafter as, “the CLARK Family.”

7. Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY (hereinafter, “Defendant PEOPLES GAS”), at all times relevant to this Complaint, was and is a natural gas provider and an Illinois corporation registered to do business throughout Illinois, with its headquarters and principal place of business located in Chicago, Cook County, Illinois.

8. Defendant, THOMAS E. DAVIS (hereinafter, “Defendant DAVIS”), at all times relevant to this Complaint, was an employee and agent of Defendant PEOPLES GAS with the title of “Supervisory Petroleum Engineer, Gas Storage.”

Background

9. The Mahomet Aquifer provides fresh water to approximately 850,000 Illinois residents, including Plaintiffs.

10. The Mahomet Aquifer is part of a complex water system known as the Mahomet Aquifer System.

11. The Mahomet Aquifer System includes a shallower potable water source located in Champaign County known as the Glasford Aquifer.

12. Defendant PEOPLES GAS owns and operates Manlove Field, an underground natural gas storage facility located in Champaign County, Illinois, wherein natural gas is stored below the Mahomet Aquifer.

13. Defendant PEOPLES GAS transports natural gas via an interstate pipeline from Texas and other locations to Champaign County and injects it approximately 4,000 feet below the surface into a saltwater aquifer known as the Mt. Simon (hereinafter, “the storage stratum”) for the sole purpose of storage.

14. Defendant PEOPLES GAS withdraws natural gas it has stored in Champaign County and transports it via intrastate pipeline to Chicago based on demand conditions for natural gas, mostly during winter months.

15. None of the natural gas stored by Defendant PEOPLES GAS in Champaign County is distributed or used by consumers in Champaign County.

16. The natural gas stored by Defendant PEOPLES GAS in Champaign County is located beneath approximately 27,500 contiguous acres.

17. Defendant PEOPLES GAS owns only a small portion of the real property beneath which it stores approximately 36.5 billion cubic feet of natural gas.

18. Most of the natural gas is stored beneath privately owned residential and agricultural property, including the aforementioned real property owned by Plaintiffs.

19. In the 1950s and 1960s, Defendant PEOPLES GAS entered into contracts entitled, "Gas Storage Grant - Oil and Gas Lease," with the various property owners who owned the property below which the natural gas is stored, including the predecessors in interest to the property owned by Plaintiffs.

20. Defendant PEOPLES GAS, as part of its natural gas storage operation also operates approximately 153 injection/withdraw wells along with miles of associated interconnected pipelines, many of which are located on privately owned residential and agricultural property, including the aforementioned real property owned by Plaintiffs.

21. Defendant PEOPLES GAS has easements, created by way of the aforementioned Gas Storage Grant - Oil and Gas Leases, for the purposes of the aforementioned injection/withdraw wells and pipelines that are located on privately owned residential and agricultural property, including the aforementioned real property owned by Plaintiffs.

L. McCord #2 Blow-Out

22. The L. McCord #2 is one of the injection/withdraw wells operated by Defendant PEOPLES GAS located at 40.27749 N. Latitude and 88.38961 W. Longitude, in Mahomet, Champaign County, Illinois, which was drilled and installed in or about 1977.

23. Upon information and belief, a leak caused by corrosion at the deep and middle locations of the L. McCord #2 developed many years ago, which caused natural

gas and corrosive saltwater to leak from the storage stratum into shallower strata and also to fill the annulus of the well's shallower casings.

24. Upon information and belief, the aforementioned leaked natural gas (and the corrosive bacteria it causes to form) and corrosive saltwater caused corrosion of the L. McCord #2 well's shallower casings.

25. Upon information and belief, at some point prior to October 28, 2015, the L. McCord #2 well's shallower casings developed points of total corrosion, which began to leak natural gas and non-potable saltwater into the Mahomet Aquifer System as well as cause the buildup of pressure and/or natural gas in and around the well's shallower casings.

26. Upon information and belief, on or about October 28, 2015, the L. McCord #2 experienced a blow-out, which forced a very large amount of natural gas and non-potable saltwater from the storage stratum to be injected into the Mahomet Aquifer System, as well as cause a pressure event affecting the water level of the Mahomet Aquifer System.

27. Upon information and belief, the aforementioned blow-out occurred due to multiple points of total corrosion that created a conduit between the highly-pressurized storage stratum wherein Defendant PEOPLES GAS was storing natural gas and the shallow, low-pressure, strata that contain the Mahomet Aquifer System.

28. Upon information and belief, following the blow-out event on or about October 28, 2015, the L. McCord #2 continued to leak large amounts of natural gas and non-potable saltwater directly into the Mahomet Aquifer System and other strata from the storage stratum.

29. The longstanding leak and ultimate blow-out at the L. McCord #2 caused a large amount of natural gas and non-potable saltwater to escape the storage stratum and leak into the Mahomet Aquifer System, contaminating drinking water for many area homeowners and farmers.

30. According to a February 14, 2018, report by the Illinois State Water Survey entitled, "Anomalous groundwater pressure responses in the Mahomet aquifer near the Manlove Gas Storage Field," there was an unnatural water level event in the Mahomet Aquifer System near Manlove Field on or about October 28, 2015, where water levels rose unnaturally high in a very short period of time (up to 50 feet in some locations), indicative of a pressure event caused by a blow-out at the L. McCord #2.

31. In 2017, Defendant PEOPLES GAS retained EN Engineering to compose a well assessment report that concluded the leak at the L. McCord #2 was ultimately caused by severe corrosion in multiple points and at multiple levels of the approximate 4,000-foot pipe running from the surface level to the storage formation.

32. The well assessment report by EN Engineering on the cause of the failure of the L. McCord #2 also concluded:

- a. Corrosion caused metal loss to the point of failure at 6 different locations along the piping for the L. McCord #2 well;
- b. A section of the pipe that included 2 of the 6 failure locations was preserved and analyzed, which demonstrated 8 different perforated holes in the metal caused by corrosion;
- c. Corrosion occurred because the production pipe runs 4,221 feet below the surface into a saltwater aquifer that is extremely saline and contains sulfate-reducing bacteria; and
- d. The method for cathodic protection (a technique used to control the corrosion of a metal surface by making it the cathode of an electrochemical

cell) that was being used at the L. McCord #2 used an insufficient amount of protective current.

Peoples Gas' Inadequate Response To The Blow-Out

33. On or about December 6, 2016, Defendant PEOPLES GAS, by and through one of its employees and agents, discovered gas bubbles percolating in a puddle of water at the surface level near the L. McCord #2 well.

34. Upon information and belief, at no time prior to December 6, 2016, did Defendant PEOPLES GAS take any action at all in regard to the multiple leaks that were caused by extensive corrosion at the L. McCord #2, even though these leaks were ongoing for many years and the well had a major blow-out event that occurred on or about October 28, 2015, to such a degree that it changed the water level of the Mahomet Aquifer System by up to 50 feet.

35. On or about December 14, 2016, Defendant PEOPLES GAS had a Vertilog Magnetic Flux Leakage Inspection test (hereinafter, "Vertilog test") performed on the L. McCord #2 that demonstrated that there were multiple (at least 6) failure locations along the metal piping of the well, including one at approximately the 660-foot depth (a depth where the Mahomet Aquifer System is located), one at the 1,150-foot depth, one at the 3,440-foot depth, one at the 3,500-foot depth, one at the 3,550-foot depth, and one at the 3,600-foot depth.

36. Upon information and belief, Defendant PEOPLES GAS made no attempt to contact any government agency to report the gas leak it discovered on December 6, 2016 until December 16, 2016.

37. On or about December 16, 2016, Defendant PEOPLES GAS, by and through its employee and agent Mike Jouras, called the Illinois Emergency Management Agency's hotline and made an oral Hazardous Materials Incident Report, reporting that there was an "unknown" amount of "natural gas" leaked to the "air, ground" at a "fixed facility."

38. The aforementioned statements on or about December 16, 2016 of Defendant PEOPLES GAS, by and through its employee and agent Mike Jouras, were misrepresentations because at the time they were made it knew or should have known the following:

- a. That non-potable saltwater was leaked in addition to natural gas;
- b. That the leak occurred underground on private property and not at a fixed facility; and
- c. That the leak was into groundwater of the Mahomet Aquifer System and not just to air and ground.

39. On or about December 16, 2016, Defendant PEOPLES GAS, by and through its employee and agent Todd Duffield, made the following oral statements via telephone to the Illinois EPA:

- a. That it had discovered a "gas pocket" 500 feet below ground;
- b. That it would "reach out to [the Illinois Department of Natural Resources] to receive approval for gas release when they have a plan together"; and
- c. That "local monitoring at nearby [water] wells [was] underway and nothing found to date."

40. The aforementioned statements on or about December 16, 2016 of Defendant PEOPLES GAS, by and through its employee and agent Todd Duffield, were misrepresentations because:

- a. It never intended to seek the Illinois Department of Natural Resources' approval for gas release nor did it do so;

- b. It had not yet engaged in any monitoring of nearby water wells;
- c. It found “nothing” contaminating nearby water wells because it had not tested any nearby water wells; and
- d. Had it, in fact, done testing of nearby water wells it would have found wide-spread contamination at very high levels.

41. Upon information and belief, the only nearby water well voluntarily tested by Defendant PEOPLES GAS as part of its initial response was that of the FOX Family.

42. On or about December 19, 2015, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, visited the FOX Family’s home and confirmed, through observation and handheld testing, that the FOX Family’s drinking water was contaminated with gas.

43. Upon information and belief, starting on or about December 19, 2016, and at all times thereafter, Defendant PEOPLES GAS, had actual knowledge that the drinking water from at least one residential water well was contaminated with its own gas.

44. On or about December 19, 2015, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, collected a water sample from the FOX Family’s home for the purpose of gas analysis.

45. On or about December 21, 2016, Isotech Laboratories conducted an analysis of the aforementioned water sample that conclusively confirmed that Defendant PEOPLES GAS had contaminated the drinking water of the FOX Family with foreign substances, namely natural gas from Manlove Field, including methane, ethane, propane, iso-butane, and n-butane.

46. On or about December 22, 2016, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, was provided with a written report from

Isotech Laboratories in regard to its analysis of the data from the aforementioned water sample, which concluded: “the analytical results of the Fox House gas sample presented here suggest that the source of the gas is most likely storage gas associated with Manlove Gas Storage facility.”

47. Upon information and belief, starting on or about December 22, 2016, and at all times thereafter, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, had written confirmation documenting its actual knowledge that the drinking water from at least one residential water well was contaminated with its own gas.

48. Defendant PEOPLES GAS, even after having actual knowledge of contamination from the only nearby residential water well tested, failed to disclose this information to any government agency, nearby residents, or the public at large.

49. On or about January 13, 2017, Defendant PEOPLES GAS, by and through its employee and agent Shawn Bartels, filed a written Incident Report with the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration that contained the following written representations:

- a. That it released an estimated 39,000,000 cubic feet of natural gas from the storage stratum at the L. McCord #2 well site “in a formation at about 500ft deep”;
- b. That the gas was leaked only on “operator-controlled property” in the area of “belowground storage or aboveground storage vessel, including attached appurtenance”;
- c. That the incident involved a “pinhole” leak;
- d. That the Potential Impact Radius for the incident was “139 feet”; and

- e. That it had conducted a Cathodic Protection Survey on the L. McCord #2 in 2016.

50. The aforementioned written statements on or about January 13, 2017, of Defendant PEOPLES GAS, by and through its employee and agent Shawn Bartels, were misrepresentations because:

- a. It knew or should have known at the time that it had released a much larger amount of gas than 39,000,000 cubic feet;
- b. It found gas contaminating the Mahomet Aquifer System, a groundwater source, not “a formation”;
- c. It discovered the leak at the L. McCord #2, which is located on an easement on private property and not on “operator-controlled property”;
- d. It had actual knowledge, including written confirmation, that the leak was not contained to its own property but had contaminated the drinking water found on the property owned by the FOX Family;
- e. It had actual knowledge that the corrosion that caused the leak was not a “pinhole,” but that there were multiple (at least 6) failure locations, that multiple holes had formed at each failure location, with holes as large as 2 3/8 inches, based on observing the piping it removed in December 2016 and the results of the Vertilog test it conducted on December 14, 2016;
- f. It had actual knowledge, including written confirmation, that it had contaminated the drinking water found on the property owned by the FOX Family, which is over 12 times as far as “139 feet” from the L. McCord #2 well; and
- g. It had not conducted a Cathodic Protection Survey on the L. McCord #2 in 2016 or any other recent date.

51. On or about January 23, 2017, Defendant PEOPLES GAS, by and through its employee and agent Mike Juras, sent a written follow-up to the Illinois Emergency Management Agency in regard to its December 16, 2016 oral report, which also failed to disclose that it had actual knowledge (confirmed in writing) that it contaminated a nearby water well.

52. In or about January 2017, the CLARK Family noticed they were having problems with their drinking water, including its quality, taste, and pressure.

53. In or about February 2017, the CLARK Family learned through their own water well contractor that they had gas in their water well, likely from Manlove Field, which was causing the aforementioned problems.

54. In or about February 2017, the CLARK Family by and through their water well contractor, contacted Defendant PEOPLES GAS and requested it test whether it had contaminated their drinking water with gas.

55. Upon information and belief, at no time prior to the aforementioned contact initiated by the CLARK Family, did Defendant PEOPLES GAS attempt to contact the CLARK Family to advise them of the nearby contamination it knew it had caused and to determine if their drinking water was affected.

56. On or about February 14, 2017, Defendant PEOPLES GAS, by and through one of its employees and agents, collected a water sample from the home owned and occupied by the CLARK Family.

57. On or about February 15, 2017, Isotech Laboratories conducted an analysis of the aforementioned water sample that conclusively confirmed that Defendant PEOPLES GAS had contaminated the drinking water of the CLARK Family with foreign substances, namely natural gas from Manlove Field, including methane, ethane, propane, iso-butane, n-butane, iso-pentane, n-pentane, and hexanes +.

58. On or about February 15, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, was provided with a written report from Isotech Laboratories in regard to its analysis of the data from the aforementioned water

sample, which concluded: “the [gas chromatography] results for this gas sample suggest that the source of the gas is most likely thermogenic gas associated with the local gas storage facility.”

59. Upon information and belief, starting on or about February 15, 2017, and at all times thereafter, Defendant PEOPLES GAS had written confirmation documenting its actual knowledge that the drinking water from at least two residential water wells were contaminated with its own gas.

60. Defendant PEOPLES GAS, even after having actual knowledge of contamination from two nearby residential water wells tested, failed to disclose this information to any government agency, nearby residents, or the public at large.

61. In or about January 2017, the EISENMANN Family noticed they were having problems with their drinking water, including its quality, taste, and pressure.

62. In or about March 2017, the EISENMANN Family learned through their own water softener contractor that they had gas in their water well, likely from Manlove Field, which was causing the aforementioned problems.

63. On or about March 14, 2017, the EISENMANN Family contacted Defendant PEOPLES GAS and requested that it test whether it had contaminated their drinking water with gas.

64. Upon information and belief, at no time prior to the aforementioned contact initiated by the EISENMANN Family, did Defendant PEOPLES GAS ever attempt to contact the EISENMANN Family to advise them of the nearby contamination it knew it had caused and to determine if their drinking water was affected.

65. On or about March 15, 2017, Defendant PEOPLES GAS, by and through one of its employees and agents, collected a water sample from the home owned and occupied by the EISENMANN Family.

66. On or about March 15, 2017, Isotech Laboratories conducted an analysis of the aforementioned water sample that conclusively confirmed that Defendant PEOPLES GAS had contaminated the drinking water of the EISENMANN Family with foreign substances, namely natural gas from Manlove Field, including methane, ethane, propane, iso-butane, and n-butane.

67. On or about March 29, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, was provided with a written report from Isotech Laboratories in regard to its analysis of the data from the aforementioned water sample, which concluded: "the [gas chromatography] results for this gas sample suggest that the source of the gas is most likely thermogenic gas associated with the local gas storage facility."

68. In or about September 2016, the JENNINGS Family noticed they were having problems with their drinking water, including its quality, taste, and pressure.

69. On or about March 15, 2017, the JENNINGS Family learned from their neighbors, the EISENMANN Family, that they potentially had gas in their water well, likely from Manlove Field, which was causing the aforementioned problems.

70. On or about March 15, 2017, the EISENMANN Family requested that Defendant PEOPLES GAS test whether it had contaminated the drinking water for the JENNINGS Family.

71. Upon information and belief, at no time prior to the aforementioned contact initiated by the EISENMANN Family, did Defendant PEOPLES GAS ever attempt to contact the JENNINGS Family to advise them of the nearby contamination it knew it had caused and to determine if their drinking water was affected.

72. On or about March 15, 2017, Defendant PEOPLES GAS, by and through one of its employees and agents, collected a water sample from the home owned and occupied by the JENNINGS Family.

73. On or about March 15, 2017, Isotech Laboratories conducted an analysis of the aforementioned water sample that conclusively confirmed that Defendant PEOPLES GAS had contaminated the drinking water of the JENNINGS Family, with foreign substances, namely natural gas from Manlove Field, including methane, ethane, and propane.

74. On or about March 28, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, was provided with a written report from Isotech Laboratories in regard to its analysis of the data from the aforementioned water sample, which concluded: "the [gas chromatography] results for this gas sample suggest that the source of the gas is most likely thermogenic gas associated with the local gas storage facility."

75. Upon information and belief, starting on or about March 28, 2017, and at all times thereafter, Defendant PEOPLES GAS had written confirmation documenting its actual knowledge that the drinking water from at least 4 residential water wells were contaminated with its own gas.

76. Defendant PEOPLES GAS, even after having actual knowledge of contamination from four nearby residential water wells tested, failed to disclose this information to any government agency, nearby residents, or the public at large.

77. On or about March 17, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, collected a water sample from the home owned and occupied by the WALLACE Family.

78. On or about March 17, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, caused the aforementioned water sample to be delivered to Isotech Laboratories in Champaign, Illinois.

79. Upon information and belief, on or about March 17, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, instructed Isotech Laboratories to provide a gas analysis of the aforementioned water sample on a “rush” basis.

80. On or about March 17, 2017, Isotech Laboratories conducted an immediate analysis of the aforementioned water sample and reported the data the same day.

81. The gas analysis data performed by Isotech Laboratories on the aforementioned water sample on or about March 17, 2017, conclusively confirmed that Defendant PEOPLES GAS had contaminated the drinking water of the WALLACE Family with foreign substances, namely natural gas from Manlove Field, including methane, ethane, propane, iso-butane, and n-butane.

82. Upon information and belief, on or about March 17, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, was provided

with the aforementioned data from Isotech Laboratories and was then and there informed that the drinking water of the WALLACE Family was contaminated.

83. On or about March 29, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, was provided with a written report from Isotech Laboratories in regard to its analysis of the data from the aforementioned water sample, which concluded: “the [gas chromatography] results for this gas sample suggest that the source of the gas is most likely thermogenic gas associated with the local gas storage facility.”

84. Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, intentionally withheld his actual knowledge that the drinking water of the WALLACE Family was contaminated from the WALLACE Family until he finally informed them via telephone on or about April 26, 2017 at approximately 10:41 a.m.

85. Upon information and belief, Defendant PEOPLES GAS intentionally withheld its actual knowledge that the drinking water of the WALLACE Family was contaminated because Defendant PEOPLES GAS first wanted to hire a public relations firm that specialized in “crisis management,” for the sole purpose of protecting its own interests.

86. Upon information and belief, starting on or about March 29, 2017, and at all times thereafter, Defendant PEOPLES GAS had written confirmation documenting its actual knowledge that the drinking water from at least five residential water wells were contaminated with its own gas.

87. Defendant PEOPLES GAS, even after having actual knowledge of contamination from five nearby residential water wells tested, failed to disclose this information to any government agency, nearby resident, or the public at large.

88. On or about April 26, 2017, Plaintiff, MICHAEL C. WALLACE, contacted the Illinois Department of Public Health and informed it that he had just learned that his drinking water had been contaminated by Defendant PEOPLES GAS.

89. Upon information and belief, at no time between December 19, 2016 and April 26, 2017, did Defendant PEOPLES GAS inform any government agency, nearby resident, nor the public at large that it had contaminated the Mahomet Aquifer System.

90. The primary component of the natural gas stored at Manlove Field is methane, a greenhouse gas, which, according to the U.S. EPA, is (pound for pound) 86 times more damaging to the environment than carbon dioxide (CO₂).

91. The blow-out at the L. McCord #2 caused a large amount of natural gas to escape into the air.

92. On or about December 21, 2016, without seeking an air permit or water disposal permit from the Illinois EPA, and without notification to the Illinois Department of Natural Resources, Defendant PEOPLES GAS started a venting operation at the L. McCord #2, which began venting at least approximately 1 million cubic feet of gas per day.

93. Between about December 21, 2016, and March 21, 2017, Defendant PEOPLES GAS vented methane directly into the atmosphere in and around the homes of Plaintiffs.

94. On or about March 21, 2017, the Illinois Department of Natural Resources performed an on-site inspection of the L. McCord #2 and learned for the first time that Defendant PEOPLES GAS was conducting an unacceptable and unapproved venting operation of harmful greenhouse gases without permission or permit, and ordered it to stop immediately.

95. On September 14, 2017, after the actual extent of the contamination and damage done to the Mahomet Aquifer System was brought to the attention of State regulators by impacted residents, the Illinois Department of Natural Resources issued a Notice of Violation against Defendant PEOPLES GAS for its illegal contamination and damage to the Mahomet Aquifer System, and ordered it to perform remediation of the contamination and damage caused by the blow-out.

96. Upon information and belief, Defendant PEOPLES GAS will be unable to fully and completely remediate the contamination and damage done to the Mahomet Aquifer System by the L. McCord #2 blow-out.

Peoples Gas’ Statutory, Regulatory, Contractual, And Common Law Duties

97. Defendant PEOPLES GAS obtained Permit No. 5000 dated November 18, 1977, from the Illinois Department of Natural Resources to drill the L. McCord #2, and has maintained it since that date as a licensed and regulated “Gas Storage Well” pursuant to the Oil and Gas Act, 225 ILCS 725, *et seq.*, and the Illinois Department of Natural Resources’ Oil and Gas Act Regulations, 62 Ill. Adm. Code 240, *et seq.*

98. Pursuant to 62 Ill. Adm. Code 240.1852(b), which incorporates the requirements of 62 Ill. Adm. Code 240.630(b), Defendant PEOPLES GAS was required to

ensure at all times that the L. McCord #2 and all other injection/withdrawal wells were **“maintained in a leak-free condition.”**

99. Section 1.1 of the Oil and Gas Act, 225 ILCS 725/1.1, prohibits “waste,” which Section 1 of the Oil and Gas Act, 225 ILCS 725/1, defines in pertinent part as:

(2) permitting the migration of oil, **gas**, or **water** from the stratum in which it is found into other strata, thereby ultimately resulting in the loss of recoverable oil, gas or both;

* * *

(4) the **unreasonable damage to underground**, fresh or mineral **water supply**...

(5) The unnecessary or excessive surface loss or destruction of oil or **gas** resulting from evaporation, seepage, leakage or fire, especially such loss or destruction incident to or **resulting from the escape of gas into the open air** in excessive or unreasonable amounts...

100. The Environmental Protection Act, 415 ILCS 5/3.165, defines “contaminant,” as “any solid, liquid, or gaseous matter, any odor, or any form of energy, from whatever source,” and Section 12(a) of the Environmental Protection Act, 415 ILCS 5/12(a), provides that it is unlawful to:

Cause or threaten or **allow the discharge of any contaminants** into the environment in any State so as to cause or tend to **cause water pollution** in Illinois, either alone or in combination with matter from other sources, so as to violate regulations or standards adopted by the Pollution Control Board under this Act.

101. Section 620 of the Illinois Pollution Control Board Public Water Supplies Regulations, 35 Ill. Adm. Code 620.301(a), provides:

No person shall cause, threaten or **allow the release of any contaminant to a resource groundwater** such that:

- 1) Treatment or additional treatment is necessary to continue an existing use or to assure a potential use of such groundwater; or
- 2) An existing or potential use of such groundwater is precluded.

102. The Illinois Criminal Code, 720 ILCS 5/47, *et seq.*, makes it a criminal offense to create a public nuisance, which it defines as including:

To permit salt water, oil, gas, or other wastes from a well drilled for oil, gas, or exploratory purposes to escape to the surface, or into a mine or coal seam, or into an underground fresh water supply, or from one underground stratum to another. 720 ILCS 5/47-5(13).

103. Defendant PEOPLES GAS entered into written contracts entitled, “Gas Storage Grant - Oil and Gas Lease,” with the predecessors in interest to the property owned by Plaintiffs, which provided in pertinent part:

Grantee shall pay Grantors or their tenants, as their respective interests may appear, for all damages occasioned by the installation, operation, repair, maintenance, removal or replacement of any of said facilities.

* * *

Grantee shall, in the course of all operations in this Agreement authorized, use due care to protect Grantor’s water supply. In the event it is demonstrated that a source of water supply presently used by Grantor is interrupted by Grantee’s operation, Grantee shall provide an alternate source of water to Grantor for domestic and agricultural use during such period as Grantor’s water supply is so interrupted.

104. Defendant PEOPLES GAS had a duty to take reasonable precautions in the maintenance and operation of Manlove Field to prevent unreasonable risks of harm to others and others’ property, including Plaintiffs.

105. Defendant PEOPLES GAS had a duty to reasonably respond to any leaks or other unpermitted releases of natural gas and non-potable saltwater from Manlove Field to prevent unreasonable risks of harm to others and others’ property, including Plaintiffs.

106. Defendant PEOPLES GAS had a duty to take reasonable measures necessary to inform any person, including Plaintiffs, about any known contamination of

said person's water supply and/or exposure to hazardous chemicals and combustible gas related to its ownership and operation of Manlove Field.

107. Defendant PEOPLES GAS had a duty to exercise ordinary and reasonable care to see to it that the L. McCord #2 well, which it had custody and control over, was reasonably safe and operating in a safe condition so as not to cause damage to those living in its vicinity and their property, including Plaintiffs.

108. Defendant PEOPLES GAS had a duty to perform Mechanical Integrity Testing of its gas injection/withdrawal wells pursuant to reasonable gas and oil industry standards, which call for such tests on each well at least every 5 years.

Peoples Gas' Negligent Conduct

109. Defendant PEOPLES GAS failed to maintain the L. McCord #2 in a leak-free condition, in violation of 62 Ill. Adm. Code 240.1852(b) and 62 Ill. Adm. Code 240.630(b).

110. Defendant PEOPLES GAS permitted natural gas and non-potable saltwater from the storage stratum to migrate into the Mahomet Aquifer System, in violation of 225 ILCS 725/1(2).

111. Defendant PEOPLES GAS permitted an unreasonable damage to the Mahomet Aquifer System, an underground fresh water supply, in violation of 225 ILCS 725/1(4).

112. Defendant PEOPLES GAS permitted the leakage of natural gas that resulted in natural gas escaping into the open air in excessive or unreasonable amounts, in violation of 225 ILCS 725/1(5).

113. Defendant PEOPLES GAS caused water contamination to the Mahomet Aquifer System through the discharge of natural gas and non-potable saltwater from a licensed and regulated underground gas storage field, in violation of 415 ILCS 5/12(a).

114. Defendant PEOPLES GAS caused the release of natural gas into the Mahomet Aquifer System to the extent that treatment is necessary to continue Plaintiffs' existing use of this groundwater resource, in violation of 35 Ill. Adm. Code 620.301(a)(3).

115. Defendant PEOPLES GAS caused the release of natural gas into the Mahomet Aquifer System to the extent that Plaintiffs' existing and potential use of this groundwater resource is now precluded, in violation of 35 Ill. Adm. Code 620.301(a)(3).

116. Defendant PEOPLES GAS permitted gas and non-potable saltwater to escape to the surface, in violation of 720 ILCS 5/47-5(13).

117. Defendant PEOPLES GAS permitted gas and non-potable saltwater to escape into an underground fresh water supply, in violation of 720 ILCS 5/47-5(13).

118. Defendant PEOPLES GAS permitted gas and non-potable saltwater to escape from one underground stratum to another, in violation of 720 ILCS 5/47-5(13).

119. Defendant PEOPLES GAS has damaged Plaintiffs' property through the release of natural gas and non-potable saltwater into their freshwater supply, in violation of the terms of the Gas Storage Grant - Oil and Gas Leases.

120. Defendant PEOPLES GAS failed to use due care to protect Plaintiffs' water supply, in violation of the terms of the Gas Storage Grant - Oil and Gas Leases.

121. Defendant PEOPLES GAS knew or in the exercise of reasonable care should have known that Manlove Field, specifically including the L. McCord #2, was operated and

maintained in such a manner that a leak or other release of natural gas and/or non-potable saltwater was likely to occur.

122. Defendant PEOPLES GAS failed to perform Mechanical Integrity Testing of its gas injection/withdrawal wells pursuant to reasonable gas and oil industry standards, which call for such tests on each well at least every 5 years.

123. In April 1995, Defendant PEOPLES GAS performed its only Mechanical Integrity Test of the L. McCord #2 prior to the blow-out event, 18 years after it was put into operation in 1977.

124. From April 1995 until 2015, when the L. McCord #2 had a blow-out event, a time span of 20 years, Defendant PEOPLES GAS failed to conduct any Mechanical Integrity Testing of the L. McCord #2.

125. Defendant PEOPLES GAS failed to perform Mechanical Integrity Testing of the L. McCord #2 after 1995 even though the results of the 1995 test showed significant corrosion, up to 33% of metal loss at certain points in the steel piping.

126. Defendant PEOPLES GAS failed to perform Mechanical Integrity Testing of the L. McCord #2 after 1995 even though this well was constructed with bare unprotected steel and Defendant PEOPLES GAS knew or should have known that the expected corrosion rate for bare unprotected steel is generally approximately 10 miles per year.

127. Defendant PEOPLES GAS has failed to implement reasonable measures to prevent natural gas leaks, demonstrated by a November 2016 survey of 76 of the injection/withdrawal wells it operates at Manlove Field wherein 12 wells, 16% of those studied, had leaks of natural gas at the surface level.

128. Defendant PEOPLES GAS failed to properly maintain a method for cathodic protection at the L. McCord #2 by not having a proper amount of protective current.

129. Defendant PEOPLES GAS failed to properly maintain records required for an effective method of cathodic protection by not keeping records of CP groundbeds, timelines of their installation, or any revisions thereto.

130. Defendant PEOPLES GAS failed to perform cathodic potential profile testing to determine levels of current on each well, including the L. McCord #2.

131. Defendant PEOPLES GAS failed to properly perform wall loss data logging to determine current state of the integrity of its wells.

132. Defendant PEOPLES GAS failed to have a corrosion monitoring program to track, trend, and react to gas, liquid, and corrosion rate sampling results and trends.

133. Defendant PEOPLES GAS failed to properly disclose the extent of the contamination and damage done to the Mahomet Aquifer System to area residents, government regulators, or affected homeowners and farmers.

134. Defendant PEOPLES GAS failed to properly assess or investigate the extent, location, amount, or who was affected by the large release of contamination, even after it was made aware of the fact of the contamination and that it had spread to nearby water wells.

135. Defendant PEOPLES GAS hired a public relations firm to perform “crisis management,” to deal directly with Plaintiffs and other affected homeowners in an effort to limit accurate and necessary information from becoming known to Plaintiffs and to the public at large.

136. Defendant PEOPLES GAS failed to provide affected homeowners, including Plaintiffs, with the laboratory gas analysis results on water samples taken from their homes, though it had promised it would do so.

137. Defendant PEOPLES GAS failed to timely inform affected homeowners, including Plaintiffs, about the laboratory gas analysis results on water samples taken from their homes.

Contaminated Drinking Water

138. The natural gas stored at Manlove Field is composed predominantly of methane, but also contains ethane, propane, iso-butane, n-butane, iso-pentane, n-pentane, and hexanes +.

139. Methane is highly flammable and an asphyxiant in enclosed spaces.

140. According to the U.S. Department of Interior, the risk of explosion due to methane dissolved in water in a residential home is greatest in a shower or near a clothes washing machine because explosion risk is increased in confined areas where water is exposed and aerated in large volumes.

141. According to the U.S. Department of Interior, “an explosive atmosphere would be obtained” in a typical residential shower that is using water that is composed of 28 ppm of dissolved methane.

142. As such, the U.S. Department of Interior has adopted the following Recommended Action Levels for methane dissolved in water:

- a. **Immediate Action at 28 ppm or greater:** “A dissolved methane concentration greater than 28 mg/L indicates that potentially explosive or flammable quantities of the gas are being liberated in the well and/or may be liberated in confined areas of the home. This concentration of methane should result in immediate ventilation of the well head to the atmosphere.

Additionally, methane concentration in excess of 28 mg/L may require further mitigation and modifications to the water supply system.”

- b. **Warning, Investigate at 10 ppm or greater:** “When a dissolved methane concentration exceeds 10 mg/L, it should be viewed as a warning that gas is not only present but that the concentration may be increasing. Appropriate actions would be to warn the occupants. This warning should include information that the concentration of methane is above 10 mg/L, and that remediation may be prudent to reduce the methane concentration to less than 10 mg/L. Additionally, the warning should include a recommendation that ignition sources be removed from the immediate area.”

143. That storage stratum is a saltwater aquifer that is non-potable because it is extremely high in sodium, chloride, magnesium, sulfate, iron, calcium, silica, hardness, and dissolved solids.

144. At all times relevant to this suit, Plaintiffs relied upon well water drawn from wells located on their property for drinking water and other domestic uses, such as bathing, cooking, washing and appliance operation.

145. Additionally, the EISENMANN Family used well water drawn from a well located on their property for agricultural use, including farming and cattle ranching.

146. Upon information and belief, the blow-out at the injection/withdrawal well owned and operated by Defendant PEOPLES GAS contaminated the Plaintiffs’ drinking water, property, and soil, with natural gas and non-potable saltwater, including all of the aforementioned contaminants contained therein.

147. Laboratory testing has demonstrated that the drinking water for the EISENMANN Family has been contaminated with 77 ppm of methane, 4.6 ppm of ethane, and 0.29 ppm of propane; along with levels of iso-butane, n-butane, iso-pentane, n-pentane, and hexanes +.

148. Laboratory testing has demonstrated that the drinking water for the FOX Family has been contaminated with 92 ppm of methane, 5.5 ppm of ethane, and .36 ppm of propane; along with levels of iso-butane, n-butane, and iso-pentane.

149. Laboratory testing has demonstrated that the drinking water for the JENNINGS Family has been contaminated with 56 ppm of methane, 4.5 ppm of ethane, and 0.29 ppm of propane; along with levels of iso-butane, n-butane, iso-pentane, n-pentane, and hexanes +.

150. Laboratory testing has demonstrated that the drinking water for the WALLACE Family has been contaminated with 44 ppm of methane, 3.8 ppm of ethane, and 0.33 ppm of propane; along with levels of iso-butane, n-butane, iso-pentane, n-pentane, and hexanes +.

151. Laboratory testing has demonstrated that the drinking water for the CLARK Family has been contaminated with methane, ethane, propane, iso-butane, n-butane, iso-pentane, n-pentane, and hexanes +.

152. On or about October 20, 2017, Defendant PEOPLES GAS was ordered by a Champaign County Circuit Court in an action brought by the Illinois Attorney General's Office to, "immediately distribute and continue to distribute on a regular basis bottled water to any and all households whose water supply has been impacted."

153. Prior to the aforementioned court order, Defendant PEOPLES GAS had not supplied any bottled water to the FOX Family or the CLARK Family.

154. At all times between October 20, 2017, the date the order was entered, and on or about December 21, 2017, Defendant PEOPLES GAS failed to provide and/or

pay for bottled water requested by all Plaintiffs, a direct violation of the aforementioned court order.

155. The aforementioned court order entered on or about October 20, 2017, also ordered Defendant PEOPLES GAS to, “install residential monitoring and alert devices that monitor the methane concentrations of indoor air of any residence impacted... within seven (7) days of receiving notice that a household wants a monitoring and alert device.”

156. On or about October 24, 2017, by and through their attorneys, Plaintiffs informed Defendant PEOPLES GAS that they wanted the installation of methane monitoring and alert devices and, as such, it was required by court order to do so by October 30, 2017.

157. Defendant PEOPLES GAS failed to install the methane monitoring and alert devices by October 30, 2017 for any of Plaintiffs’ homes, a direct violation of the aforementioned court order.

158. On or about November 4, 2017, Defendant PEOPLES GAS, by and through one of its contractors, attempted to install a device in the homes of the FOX Family that monitored methane levels but that did not have an alert for dangerous methane levels, a direct violation of the aforementioned court order.

159. Before, on, and after November 4, 2017, Defendant PEOPLES GAS, by and through its attorney, made false representations that the device that was attempted to be installed in the homes of the FOX Family had an alert for dangerous methane levels, to attorneys for Plaintiffs and to the Illinois Attorney General’s Office.

160. On or about November 4, 2017, Defendant PEOPLES GAS, by and through its attorney, sent a written correspondence to attorneys for Plaintiffs and to the Illinois

Attorney General's Office with a spec sheet for a model of methane detector that had an alert, with the false representation that the spec sheet was for the methane detector it had tried to install that day, when in fact a different model that did not have an alert was attempted to be installed.

161. Upon information and belief, Defendant PEOPLES GAS knew the aforementioned representations made by its attorney were false.

162. Upon information and belief, Defendant PEOPLES GAS intentionally and fraudulently attempted to install devices in the homes of Plaintiffs that would never alert or signal dangerous methane levels.

163. At all times between October 20, 2017, the date the order was entered, and on or about November 10, 2017, Defendant PEOPLES GAS refused to install and/or failed to install the methane monitoring and alert devices requested by the FOX Family and the EISENMANN Family, a direct violation of the aforementioned court order.

164. At all times between October 20, 2017, the date the order was entered, and on or about November 15, 2017, Defendant PEOPLES GAS refused to install and/or failed to install the methane monitoring and alert devices requested by the JENNINGS Family, a direct violation of the aforementioned court order.

165. At all times between October 20, 2017, the date the order was entered, and on or about November 16, 2017, Defendant PEOPLES GAS refused to install and/or failed to install the methane monitoring and alert devices requested by the CLARK Family and the WALLACE Family, a direct violation of the aforementioned court order.

166. Defendant PEOPLES GAS refused to install the methane monitoring and alert devices at any Plaintiffs' home in a bathroom or near their washer and dryer

appliances, even though it knew or should have known that the U.S. Department of Interior has identified methane dissolved in water at a level of 28 ppm as creating an explosive atmosphere in these areas and that all Plaintiffs had levels in excess of this amount.

167. Upon information and belief, Defendant PEOPLES GAS intentionally and fraudulently selected a model of methane monitoring and alert devices with spec sheets that stated they should not be installed in bathrooms, and refused to consider any other device, in an attempt to limit the potential for positive readings.

168. At all times relevant hereto, the EISENMANN Family bred and raised cattle for commercial purposes and domestic use, and continue to do so today.

169. The cattle owned by the EISENMANN Family will not drink their water as a result of the contamination.

170. Sometime prior to March 25, 2014, the FOX Family noticed they were having problems with their drinking water, including its quality, taste, and pressure, which was a result of the contamination though this was not known to them at the time.

171. On or about March 25, 2014, the FOX Family had their water well inspected by Sims Drilling LLC, and incurred cost for this work.

172. On or about December 13, 2014, the FOX Family had their water well pump replaced and other water well work by Reiners Well & Pump Service, and incurred a cost of \$2,137.82 for this work.

173. Sometime between December 13, 2014 and August 22, 2015, the FOX Family noticed they were again having problems with their drinking water, including its

quality, taste, and pressure, which was a result of the contamination though this was not known to them at the time.

174. On or about March 30, 2015, the FOX Family had water well work done by Reiners Well & Pump Service, and incurred cost for this work.

175. On or about August 22, 2015, the FOX Family had their water well pump replaced and other water well work by Reiners Well & Pump Service, and incurred cost for this work.

176. On or about September 9, 2015, the FOX Family had a water line excavated by Hannah Excavating, and incurred cost for this work.

177. Sometime between August 22, 2015 and April 20, 2016, the FOX Family noticed they were again having problems with their drinking water, including its quality, taste, and pressure, which was a result of the contamination though this was not known to them at the time.

178. On or about April 20, 2016, the FOX Family had their water well pump replaced and other water well work by Reiners Well & Pump Service, and incurred a cost of \$1,288.59 for this work.

179. On or about November 23, 2016, the FOX Family had water well work done by Reiners Well & Pump Service, and incurred cost for this work.

180. On or about September 1, 2017, the JENNINGS Family noticed they were having problems with the pressure of their drinking water, which was a result of the contamination.

181. On or about September 1, 2017, the JENNINGS Family had plumbing work done, and incurred a cost for this work.

182. Sometime prior to May 6, 2016, the WALLACE Family noticed they were having problems with their drinking water, including its quality, taste, and pressure, which was a result of the contamination though this was not known to them at the time.

183. On or about May 6, 2016, the WALLACE Family had the well pump replaced on their water well by Sims Drilling LLC, and incurred a cost of \$1,994.37 for this work.

COUNT I – NEGLIGENCE (EISENMANN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count I of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

184. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

185. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the EISENMANN Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

186. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the EISENMANN Family.

187. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the EISENMANN Family have

suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

188. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the EISENMANN Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

189. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the EISENMANN Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT II – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (EISENMANN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their

attorneys, Spiros Law, P.C., and for Count II of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

190. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

191. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

192. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

193. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

194. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

195. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant

PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

196. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the EISENMANN Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

197. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the EISENMANN Family.

198. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the EISENMANN Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

199. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the EISENMANN Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

200. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the EISENMANN Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT III – RES IPSA LOQUITUR (EISENMANN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count III of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

201. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

202. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

203. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the EISENMANN Family.

204. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

205. As a result of the aforementioned blow-out, the drinking water for the EISENMANN Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

206. As a direct and proximate result of the aforementioned blow-out, the EISENMANN Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

207. As a direct and proximate result of the aforementioned blow-out, the EISENMANN Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

208. As a direct and proximate result of the aforementioned blow-out, the EISENMANN Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

**COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (EISENMANN FAMILY
vs. PEOPLES GAS)**
A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count IV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

209. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

210. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the EISENMANN Family, would cause severe emotional distress.

211. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the EISENMANN Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an

amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT V – PRIVATE NUISANCE (EISENMANN FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count V of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

212. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

213. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the EISENMANN Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

214. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the EISENMANN Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

215. Plaintiffs, the EISENMANN Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

216. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the Eisenmann Family, and warrant an award of punitive damages.

217. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the Eisenmann Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT VI – TRESPASS (EISENMANN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count VI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

218. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

219. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it

owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the EISENMANN Family.

220. This trespass to land continues to this day and is likely to continue into the future.

221. Plaintiffs, the EISENMANN Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

222. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the Eisenmann Family, and warrant an award of punitive damages.

223. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the Eisenmann Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT VII – INJUNCTION (EISENMANN FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count VII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

224. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

225. The EISENMANN Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

226. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the EISENMANN Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

227. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the EISENMANN Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

228. The EISENMANN Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

229. The EISENMANN Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

230. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

231. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the EISENMANN Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the EISENMANN Family and many others.

232. The EISENMANN Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT VIII – BREACH OF CONTRACT (EISENMANN FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count VIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

233. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

234. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Lulu Kuhns, the predecessor in title of the property now owned by the EISENMANN Family, in Book 807, Page 82, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit A.”

235. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the EISENMANN Family.

236. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the EISENMANN Family, namely through the exercise of the continued use of easements on their property with gas pipelines.

237. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the EISENMANN Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

238. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the EISENMANN Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

239. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the EISENMANN Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

240. The EISENMANN Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

241. The EISENMANN Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an

amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT IX – RESCISSION OF CONTRACT (EISENMANN FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count VIII for Breach of Contract, bring Count IX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

242. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

243. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 234 through 239 of Count VIII as though fully set herein.

244. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

245. Alternatively to the relief requested in Count VIII, the EISENMANN Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an

order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT X – VIOLATION OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (EISENMANN FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, by and through their attorneys, Spiros Law, P.C., and for Count X of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

246. Plaintiffs, the EISENMANN Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

247. At all times material herein, there existed in the State of Illinois, a statute entitled the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/2, which provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. 815 ILCS 505/2.

248. Defendant PEOPLES GAS is engaged in trade or commerce as defined by the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, *et seq.*,

because it offers, sells, and distributes natural gas, a commodity, to consumers in this State.

249. Manlove Field is a fundamental part of how Defendant PEOPLES GAS distributes the natural gas it offers and sells to consumers in Chicago.

250. Defendant PEOPLES GAS uses Manlove Field to store natural gas it purchases in warmer months, when natural gas is cheaper, so it can be sold to consumers in Chicago for a large profit during colder months.

251. Defendant PEOPLES GAS has engaged in deceptive practices, including deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts, in order to continue to operate Manlove Field, including:

- a. Defendant PEOPLES GAS, by and through its employees and/or agents, knew that homeowners living near the L. McCord #2, like the EISENMANN Family, were at risk for having contaminated water, but suppressed that information from both government regulators and homeowners;
- b. Defendant PEOPLES GAS, by and through its employees and/or agents, collected water samples from the drinking water for the EISENMANN Family but then concealed the results of those tests;
- c. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the EISENMANN Family that the contamination in their water was “safe to drink,” when said employees and/or agents knew or should have known such representation was false;
- d. Defendant PEOPLES GAS, by and through its employees and/or agents, falsely promised the EISENMANN Family that a well sleeve would remove the contamination from their water, when said employees and/or agents knew or should have known such promise was false;
- e. In or about May 2017, and at all times in all interactions thereafter, Defendant PEOPLES GAS represented to the EISENMANN Family that Anna Mareno was an employee with its parent company, WEC Energy Group, when in fact she was a public relations consultant employed by a public

relations firm that specializes in “crisis management” for the oil and gas industry;

- f. Defendant PEOPLES GAS had business cards made for Anna Mareno that held her out as an employee with its parent company, WEC Energy Group, with the title of, “Project Representative,” for the sole purpose of allowing Anna Mareno to falsely claim that she was an employee of WEC Energy Group and to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- g. Anna Mareno did give the aforementioned business cards to the EISENMANN Family and falsely claimed that she was an employee of WEC Energy Group to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- h. In or about May 2017, including on or about May 11, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, withheld material information about the dangers of drilling a new water well on the property owned by the EISENMANN Family from them and the well drilling company, including the dangerous amount of methane he knew or should have known was in the ground and the dangerous level of pressure it had created;
- i. Defendant PEOPLES GAS, by and through its employees and/or agents, falsely promised the EISENMANN Family that a “gas separator” system would “eliminate” the contamination from their water, when said employees and/or agents knew or should have known such promise was false;
- j. Defendant PEOPLES GAS concealed from the EISENMANN Family its knowledge that it had installed a “gas separator” system in another home in Mahomet in 2000 where the water was still highly contaminated with gas even though it had been in place for approximately 17 years;
- k. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the EISENMANN Family that the “gas separator” system in their home would be removed in the near future once the gas was vented off, possibly within 6 months, when it knew or should have known that the contamination was likely permeant or nearly permeant;
- l. Defendant PEOPLES GAS, by and through its employees and/or agents, deceived the EISENMANN Family into allowing it to install a “gas separator” system in their home;

- m. Defendant PEOPLES GAS, by and through its employees and/or agents, installed the aforementioned “gas separator” system in the EISENMANN Family’s home, but concealed that it had done so in violation of State regulation;
- n. Defendant PEOPLES GAS concealed from the EISENMANN Family that the aforementioned “gas separator” system it installed in their home was not labeled by an agency approved by the Illinois Department of Public Health or ANSI-accredited certification program, thus was installed in violation of 77 Ill. Adm. Code 890.210;
- o. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the EISENMANN Family that the contamination in their water was caused by a small “gas pocket or gas bubble” that had formed just at their property, which would dissipate quickly over time, when said employees and/or agents knew or should have known such representations were false;
- p. Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, represented to the EISENMANN Family in a recorded voice message on or about March 20, 2017, that, “the concentrations [of methane] are way to low” in their drinking water to ignite, and, “I don’t think there is any danger,” when he knew or should have known such representations were false;
- q. Defendant PEOPLES GAS, by and through its employee and agent Gerald Lynch, represented to the EISENMANN Family in a recorded voice message on or about April 10, 2017, that he would come out to “deliver and explain” the results of testing of their drinking water, when he knew or should have known such representations were false as he never delivered the results of any gas analysis;
- r. Defendant PEOPLES GAS, by and through its employee and agent Gerald Lynch, represented to the EISENMANN Family in a recorded voice message on or about July 19, 2017, that “your plumber” would be able to “flesh out any remaining gases in the system,” when he knew or should have known such representations were false;
- s. Defendant PEOPLES GAS, by and through its employees and/or agents, Defendant DAVIS and Gerald Lynch, multiple times from March 2017 to about August 2017, represented to the EISENMANN Family that, “we will do whatever it takes to get you clean water”; and/or
- t. Defendant PEOPLES GAS, by and through its employees and/or agents, withheld material information from the EISENMANN Family as to how the leak occurred.

252. Defendant PEOPLES GAS engaged in the aforementioned conduct with intent to induce the EISENMANN Family, and other affected homeowners, not to make complaints to government regulatory agencies, asserting their rights in a legal forum, and/or making public the blow-out event, in order to conceal the extent of the infrastructure deterioration of Manlove Field and the widespread contamination of the Mahomet Aquifer System over many years as a result of the distribution of Defendant PEOPLES GAS' natural gas in the course of trade and commerce.

253. Defendant PEOPLES GAS intended that the EISENMANN Family rely upon the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts.

254. The EISENMANN Family have been damaged as a direct and/or consequential result of the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;

- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, attorney's fees pursuant to 815 ILCS 505/10a(c), costs, and for any other relief as is just and proper.

COUNT XI – NEGLIGENCE (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

255. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

256. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the FOX Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

257. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the FOX Family.

258. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOX Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

259. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOX Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

260. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOX Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess

of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XII – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

261. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

262. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

263. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

264. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

265. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

266. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

267. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the FOX Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

268. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the FOX Family.

269. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the FOX Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

270. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the FOX Family have suffered and will

continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

271. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the FOX Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XIII – RES IPSA LOQUITUR (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

272. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

273. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

274. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the FOX Family.

275. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

276. As a result of the aforementioned blow-out, the drinking water for the FOX Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

277. As a direct and proximate result of the aforementioned blow-out, the FOX Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

278. As a direct and proximate result of the aforementioned blow-out, the FOX Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

279. As a direct and proximate result of the aforementioned blow-out, the FOX Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess

of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XIV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

280. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

281. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the FOX Family, would cause severe emotional distress.

282. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the FOX Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess

of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XV – PRIVATE NUISANCE (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

283. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

284. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the FOX Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

285. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the FOX Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

286. Plaintiffs, the FOX Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

287. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the FOX Family, and warrant an award of punitive damages.

288. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the FOX Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XVI – TRESPASS (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

289. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

290. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the FOX Family.

291. This trespass to land continues to this day and is likely to continue into the future.

292. Plaintiffs, the FOX Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

293. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud,

actual malice, and/or deliberate violence or oppression to others, including the FOX Family, and warrant an award of punitive damages.

294. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the FOX Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XVII – INJUNCTION (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

295. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

296. The FOX Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

297. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the FOX Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

298. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the FOX Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

299. The FOX Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;

- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

300. The FOX Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

301. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

302. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the FOX Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the FOX Family and many others.

303. The FOX Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment

against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT XVIII – BREACH OF CONTRACT (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

304. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

305. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Lillian McCord, the predecessor in title of the property now owned by the FOX Family, in Book 668, Page 59, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit B.”

306. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the FOX Family.

307. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the FOX Family, namely through the exercise of the continued use of easements on their property with gas pipelines.

308. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the FOX Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

309. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the FOX Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

310. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the FOX Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

311. The FOX Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

312. The FOX Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT XIX – RESCISSION OF CONTRACT (FOX FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count XVIII for Breach of Contract, bring Count XIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

313. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

314. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 305 through 310 of Count XVIII as though fully set herein.

315. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

316. Alternatively to the relief requested in Count XVIII, the FOX Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

**COUNT XX – VIOLATION OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS
PRACTICES ACT (FOX FAMILY vs. PEOPLES GAS)**
A Separate Action in Law

NOW COME Plaintiffs, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, by and through their attorneys, Spiros Law, P.C., and for Count XX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

317. Plaintiffs, the FOX Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

318. At all times material herein, there existed in the State of Illinois, a statute entitled the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/2, which provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. 815 ILCS 505/2.

319. Defendant PEOPLES GAS is engaged in trade or commerce as defined by the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, *et seq.*, because it offers, sells, and distributes natural gas, a commodity, to consumers in this State.

320. Manlove Field is a fundamental part of how Defendant PEOPLES GAS distributes the natural gas it offers and sells to consumers in Chicago.

321. Defendant PEOPLES GAS uses Manlove Field to store natural gas it purchases in warmer months, when natural gas is cheaper, so it can be sold to consumers in Chicago for a large profit during colder months.

322. Defendant PEOPLES GAS has engaged in deceptive practices, including deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts, in order to continue to operate Manlove Field, including:

- a. Defendant PEOPLES GAS, by and through its employees and/or agents, knew that homeowners living near the L. McCord #2, like the FOX Family,

were at risk for having contaminated water, but suppressed that information from both government regulators and homeowners;

- b. Defendant PEOPLES GAS, by and through its employees and/or agents, collected water samples from the drinking water for the FOX Family but then concealed the results of those tests;
- c. In or about February 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, represented to the FOX Family that their home was the only one affected by the gas leak, when he knew or should have known such representation was false;
- d. Defendant PEOPLES GAS, concealed from the FOX Family that other nearby homes were contaminated, even after it had written confirmation of this fact;
- e. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the FOX Family that the contamination in their water was “safe to drink,” when said employees and/or agents knew or should have known such representation was false;
- f. In or about May 2017, and at all times in all interactions thereafter, Defendant PEOPLES GAS represented to the FOX Family that Anna Mareno was an employee with its parent company, WEC Energy Group, when in fact she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- g. Defendant PEOPLES GAS had business cards made for Anna Mareno that held her out as an employee with its parent company, WEC Energy Group, with the title of, “Project Representative,” for the sole purpose of allowing Anna Mareno to falsely claim that she was an employee of WEC Energy Group and to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- h. Anna Mareno did give the aforementioned business cards to the Fox Family and falsely claimed that she was an employee of WEC Energy Group to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- i. Defendant PEOPLES GAS, by and through its agent Anna Mareno, represented to the FOX Family in a recorded voice message on or about October 11, 2017, that she was “with Peoples Gas,” when she knew or should have known such representation was false;

- j. Defendant PEOPLES GAS, by and through its employees and/or agents, falsely promised the FOX Family that a “gas separator” system would “eliminate” the contamination from their water, when said employees and/or agents knew or should have known such promise was false;
- k. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the FOX Family that the contamination was temporary and the “gas separator” system would be removed in the near future once the gas was vented off, when it knew or should have known that the contamination was likely permeant or nearly permeant;
- l. Defendant PEOPLES GAS concealed from the FOX Family its knowledge that it had installed a “gas separator” system in another home in Mahomet in 2000 where the water was still highly contaminated with gas even though it had been in place for approximately 17 years;
- m. Defendant PEOPLES GAS, by and through its employees and/or agents, deceived the FOX Family into allowing it to install a “gas separator” system in their home;
- n. Defendant PEOPLES GAS, by and through its employees and/or agents, installed the aforementioned “gas separator” system in the FOX Family’s home, but concealed that it had done so in violation of State regulation;
- o. Defendant PEOPLES GAS concealed from the FOX Family that the aforementioned “gas separator” system it installed in their home was not labeled by an agency approved by the Illinois Department of Public Health or ANSI-accredited certification program, thus was installed in violation of 77 Ill. Adm. Code 890.210; and/or
- p. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the FOX Family that the contamination in their water was caused by a small “gas pocket or gas bubble” that had formed just at their property, which would dissipate over time, when said employees and/or agents knew or should have known such representations were false.

323. Defendant PEOPLES GAS engaged in the aforementioned conduct with intent to induce the FOX Family, and other affected homeowners, not to make complaints to government regulatory agencies, asserting their rights in a legal forum, and/or making public the blow-out event, in order to conceal the extent of the infrastructure deterioration of Manlove Field and the widespread contamination of the Mahomet

Aquifer System over many years as a result of the distribution of Defendant PEOPLES GAS' natural gas in the course of trade and commerce.

324. Defendant PEOPLES GAS intended that the FOX Family rely upon the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts.

325. The FOX Family have been damaged as a direct and/or consequential result of the deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or

- i. Diminution of value of their property.

WHEREFORE, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, and HEIDI R. ROBERTS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, attorney's fees pursuant to 815 ILCS 505/10a(c), costs, and for any other relief as is just and proper.

COUNT XXI – NEGLIGENCE (JENNINGS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

326. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

327. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the JENNINGS Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

328. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the JENNINGS Family.

329. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JENNINGS Family have suffered and will continue to suffer injury to their person through the ingestion of the

aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

330. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JENNINGS Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

331. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JENNINGS Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

**COUNT XXII – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (JENNINGS FAMILY
vs. PEOPLES GAS)**
A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

332. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

333. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

334. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

335. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

336. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

337. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

338. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the JENNINGS Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

339. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the JENNINGS Family.

340. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the JENNINGS Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

341. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the JENNINGS Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

342. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the JENNINGS Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY,

in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXIII – RES IPSA LOQUITUR (JENNINGS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

343. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

344. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

345. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the JENNINGS Family.

346. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

347. As a result of the aforementioned blow-out, the drinking water for the JENNINGS Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

348. As a direct and proximate result of the aforementioned blow-out, the JENNINGS Family have suffered and will continue to suffer injury to their person through

the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

349. As a direct and proximate result of the aforementioned blow-out, the JENNINGS Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

350. As a direct and proximate result of the aforementioned blow-out, the JENNINGS Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXIV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (JENNINGS FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

351. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

352. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the JENNINGS Family, would cause severe emotional distress.

353. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the JENNINGS Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXV – PRIVATE NUISANCE (JENNINGS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

354. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

355. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the JENNINGS Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

356. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the JENNINGS Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

357. Plaintiffs, the JENNINGS Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;

- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

358. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the JENNINGS Family, and warrant an award of punitive damages.

359. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the JENNINGS Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXVI – TRESPASS (JENNINGS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXVI of their Complaint at Law

and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

360. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

361. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the JENNINGS Family.

362. This trespass to land continues to this day and is likely to continue into the future.

363. Plaintiffs, the JENNINGS Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;

- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

364. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the JENNINGS Family, and warrant an award of punitive damages.

365. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the JENNINGS Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXVII – INJUNCTION (JENNINGS FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

366. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

367. The JENNINGS Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

368. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the JENNINGS Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

369. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the JENNINGS Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

370. The JENNINGS Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

371. The JENNINGS Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

372. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

373. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the JENNINGS Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the JENNINGS Family and many others.

374. The JENNINGS Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT XXVIII – BREACH OF CONTRACT (JENNINGS FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

375. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

376. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Roy and May Hannah, the predecessors in title of the property now owned by the JENNINGS Family, in Book 668, Page 41, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit C.”

377. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the JENNINGS Family.

378. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the JENNINGS Family, namely through the exercise of the continued use of easements on their property with gas pipelines.

379. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the JENNINGS Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

380. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the JENNINGS Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

381. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the JENNINGS Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

382. The JENNINGS Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

383. The JENNINGS Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;

- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT XXIX – RESCISSION OF CONTRACT (JENNINGS FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count XXVIII for Breach of Contract, bring Count XXIX of their Complaint at Law and in Equity against Defendant, THE

PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

384. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

385. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 376 through 381 of Count XXVIII as though fully set herein.

386. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

387. Alternatively to the relief requested in Count XXVIII, the JENNINGS Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT XXX – VIOLATION OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (JENNINGS FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, by and through their attorneys, Spiros Law, P.C., and for Count XXX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

388. Plaintiffs, the JENNINGS Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

389. At all times material herein, there existed in the State of Illinois, a statute entitled the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/2, which provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. 815 ILCS 505/2.

390. Defendant PEOPLES GAS is engaged in trade or commerce as defined by the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, *et seq.*, because it offers, sells, and distributes natural gas, a commodity, to consumers in this State.

391. Manlove Field is a fundamental part of how Defendant PEOPLES GAS distributes the natural gas it offers and sells to consumers in Chicago.

392. Defendant PEOPLES GAS uses Manlove Field to store natural gas it purchases in warmer months, when natural gas is cheaper, so it can be sold to consumers in Chicago for a large profit during colder months.

393. Defendant PEOPLES GAS has engaged in deceptive practices, including deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts, in order to continue to operate Manlove Field, including:

- a. Defendant PEOPLES GAS, by and through its employees and/or agents, knew that homeowners living near the L. McCord #2, like the JENNINGS

Family, were at risk for having contaminated water, but suppressed that information from both government regulators and homeowners;

- b. Defendant PEOPLES GAS, by and through its employees and/or agents, collected water samples from the drinking water for the JENNINGS Family but then concealed the results of those tests;
- c. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the JENNINGS Family that the contamination in their water was “safe to drink,” when said employees and/or agents knew or should have known such representation was false;
- d. In or about May 2017, and at all times in all interactions thereafter, Defendant PEOPLES GAS represented to the JENNINGS Family that Anna Mareno was an employee with its parent company, WEC Energy Group, when in fact she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- e. Defendant PEOPLES GAS had business cards made for Anna Mareno that held her out as an employee with its parent company, WEC Energy Group, with the title of, “Project Representative,” for the sole purpose of allowing Anna Mareno to falsely claim that she was an employee of WEC Energy Group and to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- f. Anna Mareno did give the aforementioned business cards to the JENNINGS Family and falsely claimed that she was an employee of WEC Energy Group to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- g. Defendant PEOPLES GAS concealed from the JENNINGS Family its knowledge that it had installed a “gas separator” system in another home in Mahomet in 2000 where the water was still highly contaminated with gas even though it had been in place for approximately 17 years;
- h. In or about May 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, represented that it could install a “gas separator” system in the JENNINGS Family’s home, but concealed that doing so would have been a violation of State regulation;
- i. Defendant PEOPLES GAS concealed from the JENNINGS Family that the aforementioned “gas separator” system it proposed to be installed in their home was not labeled by an agency approved by the Illinois Department

of Public Health or ANSI-accredited certification program, in violation of 77 Ill. Adm. Code 890.210;

- j. In or about May 2017, in a meeting at the JENNINGS Family home, Defendant PEOPLES GAS, by and through its employee and/or agent Defendant DAVIS, represented to the JENNINGS Family that it could drill a “relief well” on the JENNINGS Family’s property, which would solve the problem and remove the contamination, when he knew or should have known such representations were false; and/or
- k. Defendant PEOPLES GAS, by and through its employee and/or agent Defendant DAVIS, withheld material information from the JENNINGS Family in regard to the aforementioned proposed “relief well,” including:
 - i. that a relief well would be burning and/or venting off methane on their property – polluting their air;
 - ii. that it was not a specific fix for the contamination at the JENNINGS Family home that needed to be on their property but was actually 1 of 4 relief wells that it had applied to be permitted by the Illinois EPA as an environmental remediation plan being required due to the wide-spread groundwater contamination over a large area;
 - iii. that the relief well would be in operation for a very long period of time, potentially years and even decades, and was not a short-term fix as represented;
 - iv. that in the 1960s after a similar contamination by Peoples Gas it installed 4 relief wells that continued to vent off methane for over 10 years; and/or
 - v. that it was highly unlikely having a “relief well” burning and/or venting methane for years on the JENNINGS Family’s property would actually result in a remediation of their contaminated water.

394. Defendant PEOPLES GAS engaged in the aforementioned conduct with intent to induce the JENNINGS Family, and other affected homeowners, not to make complaints to government regulatory agencies, asserting their rights in a legal forum, and/or making public the blow-out event, in order to conceal the extent of the infrastructure deterioration of Manlove Field and the widespread contamination of the

Mahomet Aquifer System over many years as a result of the distribution of Defendant PEOPLES GAS' natural gas in the course of trade and commerce.

395. Defendant PEOPLES GAS intended that the JENNINGS Family rely upon the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts.

396. The JENNINGS Family have been damaged as a direct and/or consequential result of the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or

- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, VICTOR G. JENNINGS and MICHELE L. JENNINGS, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, attorney's fees pursuant to 815 ILCS 505/10a(c), costs, and for any other relief as is just and proper.

COUNT XXXI – NEGLIGENCE (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

397. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

398. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the WALLACE Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

399. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the WALLACE Family.

400. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the WALLACE Family have suffered and will continue to suffer injury to their person through the ingestion of the

aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

401. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the WALLACE Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

402. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the WALLACE Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXII – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (WALLACE FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

403. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

404. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

405. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

406. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

407. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

408. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

409. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking

water for the WALLACE Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

410. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the WALLACE Family.

411. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the WALLACE Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

412. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the WALLACE Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

413. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the WALLACE Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXIII – RES IPSA LOQUITOR (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

414. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

415. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

416. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the WALLACE Family.

417. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

418. As a result of the aforementioned blow-out, the drinking water for the WALLACE Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

419. As a direct and proximate result of the aforementioned blow-out, the WALLACE Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

420. As a direct and proximate result of the aforementioned blow-out, the WALLACE Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

421. As a direct and proximate result of the aforementioned blow-out, the WALLACE Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXIV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

422. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

423. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure

to properly notify those affected by the blow-out, including the WALLACE Family, would cause severe emotional distress.

424. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the WALLACE Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XXXV – PRIVATE NUISANCE (WALLACE FAMILY vs. PEOPLES GAS)

A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

425. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

426. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the WALLACE Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or

- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

427. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the WALLACE Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

428. Plaintiffs, the WALLACE Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

429. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the WALLACE Family, and warrant an award of punitive damages.

430. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the WALLACE Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXXVI – TRESPASS (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

431. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

432. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it

owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the WALLACE Family.

433. This trespass to land continues to this day and is likely to continue into the future.

434. Plaintiffs, the WALLACE Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

435. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the WALLACE Family, and warrant an award of punitive damages.

436. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the WALLACE Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XXXVII – INJUNCTION (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

437. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

438. The WALLACE Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

439. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the WALLACE Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

440. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the WALLACE Family through the contamination of their soil, air, and drinking water with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

441. The WALLACE Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;

- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

442. The WALLACE Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

443. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

444. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the WALLACE Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the WALLACE Family and many others.

445. The WALLACE Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE

COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT XXXVIII – BREACH OF CONTRACT (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XXXVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

446. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

447. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Charles and Elizabeth Edwards, the predecessors in title of the property now owned by the WALLACE Family, in Book 668, Page 37, a true and accurate copy of which is attached hereto and incorporated herein as “Exhibit D.”

448. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the WALLACE Family.

449. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the WALLACE Family, namely through the exercise of the continued use of easements on their property with gas pipelines.

450. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the WALLACE Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

451. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the WALLACE Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

452. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the WALLACE Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

453. The WALLACE Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

454. The WALLACE Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;

- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT XXXIX – RESCISSION OF CONTRACT (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count XXXVIII for Breach of Contract, bring Count XXXIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

455. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

456. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 447 through 452 of Count XXXVIII as though fully set herein.

457. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

458. Alternatively to the relief requested in Count XXXVIII, the WALLACE Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT XL – VIOLATION OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XL of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

459. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

460. At all times material herein, there existed in the State of Illinois, a statute entitled the Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”), 815 ILCS 505/2, which provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. 815 ILCS 505/2.

461. Defendant PEOPLES GAS is engaged in trade or commerce as defined by the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, *et seq.*, because it offers, sells, and distributes natural gas, a commodity, to consumers in this State.

462. Manlove Field is a fundamental part of how Defendant PEOPLES GAS distributes the natural gas it offers and sells to consumers in Chicago.

463. Defendant PEOPLES GAS uses Manlove Field to store natural gas it purchases in warmer months, when natural gas is cheaper, so it can be sold to consumers in Chicago for a large profit during colder months.

464. Defendant PEOPLES GAS has engaged in deceptive practices, including deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts, in order to continue to operate Manlove Field, including:

- a. Defendant PEOPLES GAS, by and through its employees and/or agents, knew that homeowners living near the L. McCord #2, like the WALLACE Family, were at risk for having contaminated water, but suppressed that information from both government regulators and homeowners;
- b. Defendant PEOPLES GAS, by and through its employees and/or agents, collected water samples from the drinking water for the WALLACE Family but then concealed the results of those tests;

- c. Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, had actual knowledge on March 17, 2017, that the WALLACE Family's drinking water was highly contaminated but withheld this information from the WALLACE Family until he called them on April 26, 2017;
- d. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the WALLACE Family that the contamination in their water was "safe to drink," when said employees and/or agents knew or should have known such representation was false;
- e. In or about May 2017, and at all times in all interactions thereafter, Defendant PEOPLES GAS represented to the WALLACE Family that Anna Mareno was an employee with its parent company, WEC Energy Group, when in fact she was a public relations consultant employed by a public relations firm that specializes in "crisis management" for the oil and gas industry;
- f. Defendant PEOPLES GAS had business cards made for Anna Mareno that held her out as an employee with its parent company, WEC Energy Group, with the title of, "Project Representative," for the sole purpose of allowing Anna Mareno to falsely claim that she was an employee of WEC Energy Group and to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in "crisis management" for the oil and gas industry;
- g. Anna Mareno did give the aforementioned business cards to the WALLACE Family and falsely claimed that she was an employee of WEC Energy Group to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in "crisis management" for the oil and gas industry;
- h. Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, represented that it could install a "gas separator" system in the WALLACE Family's home, but concealed that it doing so would have been a violation of State regulation;
- i. Defendant PEOPLES GAS, by and through its employees and/or agents, falsely promised the WALLACE Family that a "gas separator" system would "eliminate" the contamination from their water, when said employees and/or agents knew or should have known such promise was false;
- j. Defendant PEOPLES GAS concealed from the WALLACE Family its knowledge that it had installed a "gas separator" system in another home in Mahomet in 2000 where the water was still highly contaminated with gas even though it had been in place for approximately 17 years;

- k. Defendant PEOPLES GAS concealed from the WALLACE Family that the aforementioned “gas separator” system it proposed to be installed in their home was not labeled by an agency approved by the Illinois Department of Public Health or ANSI-accredited certification program, in violation of 77 Ill. Adm. Code 890.210;
- l. In or about September 2017, Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the WALLACE Family that it could drill a “relief well” on the WALLACE Family’s property, which would solve the problem and remove the contamination, when it knew or should have known such representations were false;
- m. Defendant PEOPLES GAS, by and through its employees and/or agents, withheld material information from the WALLACE Family in regard to the aforementioned proposed “relief well,” including:
 - i. that a relief well would be burning and/or venting off methane on their property – polluting their air;
 - ii. it was not a specific fix for the contamination at the WALLACE Family home that needed to be on their property but was actually 1 of 4 relief wells that it had applied to be permitted by the Illinois EPA as an environmental remediation plan being required due to the wide-spread groundwater contamination over a large area;
 - iii. that the relief well would be in operation for a very long period of time, potentially years and even decades, and was not a short-term fix as represented;
 - iv. that in the 1960s after a similar contamination by Peoples Gas it installed 4 relief wells that continued to vent off methane for over 10 years; and/or
 - v. that it was highly unlikely having a “relief well” burning and/or venting methane for years on the WALLACE Family’s property would actually result in a remediation of their contaminated water.
- n. In or about September 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, sent the WALLACE Family a “First Amendment to Gas Storage Grant Pipeline Right of Way and Easement,” which materially changed the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease;
- o. In or about September and October 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, attempted to induce the WALLACE Family to sign the aforementioned “First Amendment to Gas Storage Grant

Pipeline Right of Way and Easement,” and grant it rights to the WALLACE Family property it did not have previously, through the use of false representations, false promises, and the failure to discuss material information, including the above statements about the purpose of the “relief wells,” the above withheld information, and the below false statements;

- p. In or about October 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, refused to answer specific follow-up questions about the proposed “relief well,” including the exact type of relief well (i.e., if it would be venting or burning methane), how long it would be there, what its purpose was, and how contaminated their water was, when Defendant PEOPLES GAS knew or should have known the answers to these questions but decided to conceal these relevant facts even when specifically asked;
- q. In or about the first week of October 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, represented to the WALLACE Family that it had a right to drill a “relief well” on the WALLACE Family’s property, even without their permission, pursuant to an easement and that it would do so, when he knew or should have known these statements were false; and/or
- r. On or about October 9, 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, sent the WALLACE Family an email attaching an “easement,” which it had represented gave it the right to drill a “relief well” on the WALLACE Family’s property without their permission, even though no such language was contained in the document attached and which was not even an easement but the aforementioned Gas Storage Grant - Oil and Gas Lease.

465. Defendant PEOPLES GAS engaged in the aforementioned conduct with intent to induce the WALLACE Family, and other affected homeowners, not to make complaints to government regulatory agencies, asserting their rights in a legal forum, and/or making public the blow-out event, in order to conceal the extent of the infrastructure deterioration of Manlove Field and the widespread contamination of the Mahomet Aquifer System over many years as a result of the distribution of Defendant PEOPLES GAS’ natural gas in the course of trade and commerce.

466. Defendant PEOPLES GAS intended that the WALLACE Family rely upon the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts.

467. The WALLACE Family have been damaged as a direct and/or consequential result of the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, attorney's fees pursuant to 815 ILCS 505/10a(c), costs, and for any other relief as is just and proper.

COUNT XLI – BATTERY (WALLACE FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE, and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XLI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

468. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

469. Upon information and belief, starting on or about March 17, 2017, and at all times thereafter, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, had actual knowledge that the drinking water of the WALLACE Family was contaminated.

470. Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, intentionally withheld its actual knowledge that the drinking water of the WALLACE Family was contaminated from the WALLACE Family until he finally informed them via telephone on or about April 26, 2017 at approximately 10:41 a.m.

471. Between March 17, 2017 and April 26, 2017, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, knew or reasonably should have

presumed the WALLACE Family were consuming their drinking water that he knew was contaminated.

472. Between March 17, 2017 and April 26, 2017, the WALLACE Family continued to consume and use their drinking water.

473. Upon information and belief, Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, knew that a direct and/or indirect result of his intentional conduct of withholding his actual knowledge that the drinking water of the WALLACE Family was contaminated was an offensive contact with a foreign substance, namely natural gas from Manlove Field, including methane, ethane, propane, iso-butane, and n-butane.

474. Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, knowingly allowed the WALLACE Family to consume an offensive foreign substance without their consent.

475. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, constituted fraud, actual malice, and/or deliberate violence or oppression to the WALLACE Family and warrant an award of punitive damages.

476. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, by and through its employee and agent Defendant DAVIS, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of the WALLACE Family and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE, and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE

COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XLII – BATTERY (WALLACE FAMILY vs. DAVIS)
A Separate Action in Law

NOW COME Plaintiffs, MICHAEL C. WALLACE, and ALLYSON M. WALLACE, by and through their attorneys, Spiros Law, P.C., and for Count XLII of their Complaint at Law and in Equity against Defendant, THOMAS E. DAVIS, individually, allege and state as follows:

477. Plaintiffs, the WALLACE Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

478. Upon information and belief, starting on or about March 17, 2017, and at all times thereafter, Defendant DAVIS had actual knowledge that the drinking water of the WALLACE Family was contaminated.

479. Defendant DAVIS intentionally withheld his actual knowledge that the drinking water of the WALLACE Family was contaminated from the WALLACE Family until he finally informed them via telephone on or about April 26, 2017 at approximately 10:41 a.m.

480. Between March 17, 2017 and April 26, 2017, Defendant DAVIS knew or reasonably should have presumed the WALLACE Family were consuming their drinking water that he knew was contaminated.

481. Between March 17, 2017 and April 26, 2017, the WALLACE Family continued to consume and use their drinking water.

482. Upon information and belief, Defendant DAVIS knew that a direct and/or indirect result of his intentional conduct of withholding his actual knowledge that the

drinking water of the WALLACE Family was contaminated was an offensive contact with a foreign substance, namely natural gas from Manlove Field, including methane, ethane, propane, iso-butane, and n-butane.

483. Defendant DAVIS knowingly allowed the WALLACE Family to consume an offensive foreign substance without their consent.

484. The aforementioned acts and/or omissions of Defendant DAVIS constituted fraud, actual malice, and/or deliberate violence or oppression to the WALLACE Family and warrant an award of punitive damages.

485. The aforementioned acts and/or omissions of Defendant DAVIS were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of the WALLACE Family and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, MICHAEL C. WALLACE, and ALLYSON M. WALLACE, pray this Court enter judgment against Defendant, THOMAS E. DAVIS, individually, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XLIII – NEGLIGENCE (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count XLIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

486. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

487. As a result of the aforementioned negligent acts and/or omissions, the drinking water for the CLARK Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

488. As a result of the aforementioned negligent acts and/or omissions, on or about October 28, 2015, there was a sudden, calamitous, and/or dangerous event, a blow-out, that caused physical harm and property damage to the CLARK Family.

489. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CLARK Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

490. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CLARK Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

491. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CLARK Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an

amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XLIV – STRICT LIABILITY FOR ULTRA-HAZARDOUS ACTIVITY (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count XLIV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

492. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

493. Defendant PEOPLES GAS engaged in an ultra-hazardous activity by owning, constructing, operating, managing, and maintaining Manlove Field, a facility storing large amounts of flammable and explosive hazardous gases, chemicals, pollutants and contaminants in a natural formation approximately 4,000 feet below the Mahomet Aquifer System, which supplies fresh drinking water to approximately 850,000 people, including Plaintiffs.

494. The business of Defendant PEOPLES GAS includes storing, receiving, and providing natural gas, hazardous gases, chemicals, pollutants and other contaminants, and, thus, is inherently and unavoidably dangerous in that its very nature involves a high degree of risk of harm to others due to its flammable, toxic, and repulsive qualities.

495. The storage of billions of cubic feet of natural gas approximately 4,000 feet below a freshwater supply serving approximately 850,000 people using approximately 153 injection/withdrawal wells is not a common activity.

496. It is not appropriate to store billions of cubic feet of natural gas below a freshwater supply serving approximately 850,000 people; nor, below land occupied for residential living.

497. There is no value at all to Plaintiffs' community in the storage of billions of cubic feet of natural gas below their properties and their freshwater supply by Defendant PEOPLES GAS because all of said natural gas is sold elsewhere and none is used to service their community.

498. Defendant PEOPLES GAS' engagement in the aforementioned ultrahazardous activity caused the L. McCord #2 blow-out and as a result the drinking water for the CLARK Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

499. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the CLARK Family.

500. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the CLARK Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as "contaminants" by the Illinois EPA.

501. As a direct and proximate result of engagement in the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the CLARK Family have suffered and

will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

502. As a direct and proximate result of one or more of the aforementioned ultrahazardous activity by Defendant PEOPLES GAS, the CLARK Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XLV – RES IPSA LOQUITOR (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count XLV of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

503. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

504. A blow-out at an underground natural gas storage facility that releases a large amount of contamination into groundwater that affects homeowners miles away, as happened at the L. McCord #2, does not ordinarily occur in the absence of negligence.

505. The aforementioned blow-out occurred on or about October 28, 2015, and was a sudden, calamitous, and/or dangerous event that caused physical harm and property damage to the CLARK Family.

506. Defendant PEOPLES GAS had the exclusive control of Manlove Field, including of the L. McCord #2 well.

507. As a result of the aforementioned blow-out, the drinking water for the CLARK Family has been highly contaminated with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

508. As a direct and proximate result of the aforementioned blow-out, the CLARK Family have suffered and will continue to suffer injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids defined as “contaminants” by the Illinois EPA.

509. As a direct and proximate result of the aforementioned blow-out, the CLARK Family have suffered and will continue to suffer physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing.

510. As a direct and proximate result of the aforementioned blow-out, the CLARK Family have suffered and will continue to suffer diminution of value of their property.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an

amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XLVI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count XLVI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

511. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

512. Defendant PEOPLES GAS knew, or should have known, that its failure to exercise reasonable care in the maintenance of Manlove Field and the L. McCord #2, failure to have in place adequate protocols and procedures for public safety, and failure to properly notify those affected by the blow-out, including the CLARK Family, would cause severe emotional distress.

513. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of Defendant PEOPLES GAS, the CLARK Family suffered severe emotional distress and mental suffering and continue to suffer such distress.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus costs and for any other relief as is just and proper.

COUNT XLVII – PRIVATE NUISANCE (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count XLVII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

514. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

515. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the CLARK Family is a private nuisance because:

- a. It constitutes an unreasonable and substantial invasion of their interest in the use and enjoyment of their land;
- b. It is offensive physically to their senses and makes their life uncomfortable; and/or
- c. It is in defiance of the aforementioned State laws and regulations and defined as a public nuisance in the Illinois Criminal Code.

516. The aforementioned past, present, and continuing contamination by Defendant PEOPLES GAS of the soil, air, and groundwater on the property owned and occupied by the CLARK Family is not a temporary violation, but ongoing, continuing, and likely permanent or nearly permanent.

517. Plaintiffs, the CLARK Family, have been damaged as a direct and/or consequential result of the aforementioned nuisance by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home and property;

- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

518. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the CLARK Family, and warrant an award of punitive damages.

519. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the nuisance and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the CLARK Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XLVIII – TRESPASS (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count XLVIII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

520. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

521. Defendant PEOPLES GAS trespassed by allowing natural gas, non-potable saltwater, and/or other chemical compounds and pollutants to leak from property it owned and/or maintained, namely the L. McCord #2, which entered and intrude upon the soil, air, and groundwater on the property owned by the CLARK Family.

522. This trespass to land continues to this day and is likely to continue into the future.

523. Plaintiffs, the CLARK Family, have been damaged as a direct and/or consequential result of the aforementioned trespass by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;

- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

524. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, constituted fraud, actual malice, and/or deliberate violence or oppression to others, including the CLARK Family, and warrant an award of punitive damages.

525. The aforementioned acts and/or omissions of Defendant PEOPLES GAS, both in creating the trespass and then subsequently in responding to it, were willful and/or with such gross negligence as to indicate a wanton disregard of the rights of others, including the CLARK Family, and warrant an award of punitive damages.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, costs, and for any other relief as is just and proper.

COUNT XLVIX – INJUNCTION (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count XLVIX of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

526. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

527. The CLARK Family have an interest in their right to have their soil, air, and drinking water free from contamination from natural gas, non-potable saltwater, and/or other chemical compounds and pollutants.

528. Defendant PEOPLES GAS, through the aforementioned acts and/or omissions, contaminated the soil, air, and drinking water on the property owned and occupied by Plaintiffs, the CLARK Family, with natural gas, non-potable saltwater, and/or other chemical compounds and pollutants during the course of its operation of Manlove Field.

529. The aforementioned acts and/or omissions of Defendant PEOPLES GAS in creating a private nuisance and/or trespass to the property owned and occupied by the CLARK Family through the contamination of their soil, air, and drinking water with natural

gas, non-potable saltwater, and/or other chemical compounds and pollutants was clearly wrongful and illegal.

530. The CLARK Family will likely continue to be injured as a direct and/or consequential result of the aforementioned private nuisance and/or trespass by Defendant PEOPLES GAS, including as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

531. The CLARK Family have no other recourse to stop or limit the harmful damage being done by the continuing and ongoing trespass and/or nuisance by Defendant PEOPLES GAS.

532. Defendant PEOPLES GAS has had other major leaks of natural gas into the Mahomet Aquifer System prior to the L. McCord #2 blow-out and is likely to have others in the future.

533. Defendant PEOPLES GAS has continued to inject large amounts of natural gas into the ground across an approximately 27,500-acre area in Champaign County, including under the property owned by the CLARK Family, even though it has demonstrated over many years an inability to prevent the natural gas it is injecting into the ground from contaminating the Mahomet Aquifer System, the freshwater source used by the CLARK Family and many others.

534. The CLARK Family will suffer substantial and irreparable injury in the absence of a permanent injunction enjoining Defendant PEOPLES GAS from injecting natural gas into the ground at Manlove Field.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, permanently enjoining it from injecting natural gas – or any other harmful gas, chemical, or fluid – into the ground in and around the area commonly known to it as Manlove Field.

COUNT L – BREACH OF CONTRACT (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count L of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

535. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

536. A document titled Gas Storage Grant - Oil and Gas Lease was recorded, between Defendant PEOPLES GAS and Cleo F. Siegmund and Wilma Brunn, the predecessors in title of the property now owned by the CLARK Family, in Book 668, Page 107, a true and accurate copy of which is attached hereto and incorporated herein as "Exhibit E."

537. The terms and conditions of the aforementioned Gas Storage Grant - Oil and Gas Lease continue to be binding on both Defendant PEOPLES GAS and the CLARK Family.

538. Defendant PEOPLES GAS continues to enforce the provisions of the aforementioned Gas Storage Grant - Oil and Gas Lease in regard to the rights of the CLARK Family, namely through the exercise of the continued use of easements on their property with gas pipelines.

539. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease through the release of natural gas, non-potable saltwater, and/or other chemical compounds and pollutants into the freshwater supply on the property owned by the CLARK Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

540. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to use due care to protect the freshwater supply on the property owned by the CLARK Family and upon which Defendant PEOPLES GAS owns, maintains, and operates gas pipelines.

541. Defendant PEOPLES GAS has breached the terms of the aforementioned Gas Storage Grant - Oil and Gas Lease by failing to provide the CLARK Family with an alternative source of freshwater for domestic and agricultural use following its contamination of their freshwater source.

542. The CLARK Family are entitled to recover from PEOPLES GAS for all damages reasonably foreseeable and arising from PEOPLES GAS' breach of its contractual-required duty of care.

543. The CLARK Family have been damaged as a direct and/or consequential result of the aforementioned breach of contract by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;
- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or

- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), costs, and for any other relief as is just and proper.

COUNT LI – RESCISSION OF CONTRACT (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Equity

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and, alternatively to Count L for Breach of Contract, bring Count LI of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

544. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

545. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 536 through 541 of Count L as though fully set herein.

546. The aforementioned breach of contract by Defendant PEOPLES GAS was a material breach of the terms of the contract.

547. Alternatively to the relief requested in Count L, the CLARK Family seek rescission of the aforementioned contract.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, declaring the Gas Storage Grant - Oil and Gas Lease between the parties is rescinded, entering an

order for restitution for damages as a result of the material breach of said contract, and for any other relief as is just and proper.

COUNT LII – VIOLATION OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (CLARK FAMILY vs. PEOPLES GAS)
A Separate Action in Law

NOW COME Plaintiffs, F. AL CLARK and JOAN CLARK, by and through their attorneys, Spiros Law, P.C., and for Count LII of their Complaint at Law and in Equity against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation, allege and state as follows:

548. Plaintiffs, the CLARK Family, herein repeat and re-allege paragraphs 2 through 183 of the Allegations Common To All Counts as though fully set herein.

549. At all times material herein, there existed in the State of Illinois, a statute entitled the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/2, which provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. 815 ILCS 505/2.

550. Defendant PEOPLES GAS is engaged in trade or commerce as defined by the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, *et seq.*, because it offers, sells, and distributes natural gas, a commodity, to consumers in this State.

551. Manlove Field is a fundamental part of how Defendant PEOPLES GAS distributes the natural gas it offers and sells to consumers in Chicago.

552. Defendant PEOPLES GAS uses Manlove Field to store natural gas it purchases in warmer months, when natural gas is cheaper, so it can be sold to consumers in Chicago for a large profit during colder months.

553. Defendant PEOPLES GAS has engaged in deceptive practices, including deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts, in order to continue to operate Manlove Field, including:

- a. Defendant PEOPLES GAS, by and through its employees and/or agents, knew that homeowners living near the L. McCord #2, like the CLARK Family, were at risk for having contaminated water, but suppressed that information from both government regulators and homeowners;
- b. Defendant PEOPLES GAS, by and through its employees and/or agents, collected water samples from the drinking water for the CLARK Family but then concealed the results of those tests;
- c. Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the CLARK Family that the contamination in their water was “safe to drink,” when said employees and/or agents knew or should have known such representation was false;
- d. Defendant PEOPLES GAS, by and through its employees and/or agents, falsely promised the CLARK Family that a well sleeve would remove the contamination from their water, when said employees and/or agents knew or should have known such promise was false;
- e. In or about May 2017, and at all times in all interactions thereafter, Defendant PEOPLES GAS represented to the CLARK Family that Anna Mareno was an employee with its parent company, WEC Energy Group, when in fact she was a public relations consultant employed by a public relations firm that specializes in “crisis management” for the oil and gas industry;
- f. Defendant PEOPLES GAS had business cards made for Anna Mareno that held her out as an employee with its parent company, WEC Energy Group,

with the title of, "Project Representative," for the sole purpose of allowing Anna Mareno to falsely claim that she was an employee of WEC Energy Group and to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in "crisis management" for the oil and gas industry;

- g. Anna Mareno did give the aforementioned business cards to the CLARK Family and falsely claimed that she was an employee of WEC Energy Group to conceal the fact that she was a public relations consultant employed by a public relations firm that specializes in "crisis management" for the oil and gas industry;
- h. On or about October 8, 2017, Defendant PEOPLES GAS, by and through its agent Anna Mareno, met in person with F. AL CLARK at the CLARK Family's residence and made the representation to him that it would "get this all cleared up," in regard to the contamination of the CLARK Family's water, when it knew or should have known such a representation was false;
- i. Defendant PEOPLES GAS, by and through its employees and/or agents, falsely promised the CLARK Family that a "gas separator" system would "eliminate" the contamination from their water, when said employees and/or agents knew or should have known such promise was false;
- j. Defendant PEOPLES GAS concealed from the CLARK Family its knowledge that it had installed a "gas separator" system in another home in Mahomet in 2000 where the water was still highly contaminated with gas even though it had been in place for approximately 17 years;
- k. Defendant PEOPLES GAS, by and through its employees and/or agents, deceived the CLARK Family into allowing it to install a "gas separator" system in their home;
- l. Defendant PEOPLES GAS, by and through its employees and/or agents, installed the aforementioned "gas separator" system in the CLARK Family's home, but concealed that it had done so in violation of State regulation;
- m. Defendant PEOPLES GAS concealed from the CLARK Family that the aforementioned "gas separator" system it installed in their home was not labeled by an agency approved by the Illinois Department of Public Health or ANSI-accredited certification program, thus was installed in violation of 77 Ill. Adm. Code 890.210;
- n. On or about October 8, 2017, Defendant PEOPLES GAS, by and through its agent Anna Mareno, met in person with F. AL CLARK at the CLARK Family's residence and made the representation to him that the below mentioned "relief well" would solve the problem of the contamination and it was

being held up by “red-tape,” when it knew or should have known such a representation was false;

- o. In or about September 2017, Defendant PEOPLES GAS, by and through its employees and/or agents, represented to the CLARK Family that it could drill a “relief well” on the CLARK Family’s property, which would solve the problem and remove the contamination, when it knew or should have known such representations were false;
- p. Defendant PEOPLES GAS, by and through its employees and/or agents, withheld material information from the CLARK Family in regard to the aforementioned proposed “relief well,” including:
 - i. that a relief well would be burning and/or venting off methane on their property – polluting their air;
 - ii. it was not a specific fix for the contamination at the CLARK Family home that needed to be on their property but was actually 1 of 4 relief wells that it had applied to be permitted by the Illinois EPA as an environmental remediation plan being required due to the wide-spread groundwater contamination over a large area;
 - iii. that the relief well would be in operation for a very long period of time, potentially years and even decades, and was not a short-term fix as represented;
 - iv. that in the 1960s after a similar contamination by Peoples Gas it installed 4 relief wells that continued to vent off methane for over 10 years; and/or
 - v. that it was highly unlikely having a “relief well” burning and/or venting methane for years on the CLARK Family’s property would actually result in a remediation of their contaminated water.
- q. In or about September 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, sent the CLARK Family an email attaching a “First Amendment to Gas Storage Grant Pipeline Right of Way and Easement,” which materially changed the terms of an existing Gas Storage Grant - Oil and Gas Lease;
- r. In or about September and October 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, attempted to induce the CLARK Family to sign the aforementioned “First Amendment to Gas Storage Grant Pipeline Right of Way and Easement,” and grant it rights to the CLARK Family property it did not have previously, through the use of false representations, false promises, and the failure to discuss material

information, including the above statements about the purpose of the “relief wells,” and the above withheld information; and/or

- s. In or about October 2017, Defendant PEOPLES GAS, by and through its agent Marcus Garvey, refused to answer specific follow-up questions about the proposed “relief well,” including the exact type of relief well (i.e., if it would be venting or burning methane), how long it would be there, what its purpose was, and how contaminated their water was, when Defendant PEOPLES GAS knew or should have known the answers to these questions but decided to conceal relevant facts even when specifically asked.

554. Defendant PEOPLES GAS engaged in the aforementioned conduct with intent to induce the CLARK Family, and other affected homeowners, not to make complaints to government regulatory agencies, asserting their rights in a legal forum, and/or making public the blow-out event, in order to conceal the extent of the infrastructure deterioration of Manlove Field and the widespread contamination of the Mahomet Aquifer System over many years as a result of the distribution of Defendant PEOPLES GAS’ natural gas in the course of trade and commerce.

555. Defendant PEOPLES GAS intended that the CLARK Family rely upon the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts.

556. The CLARK Family have been damaged as a direct and/or consequential result of the aforementioned deception, fraud, false pretenses, false promises, misrepresentations, and/or the concealment, suppression and/or omission of material facts by Defendant PEOPLES GAS as follows:

- a. Deprivation of the use and enjoyment of their home;
- b. Discomfort from having consumed, bathed in, washed clothes with, and otherwise done all domestic activities with water containing the aforementioned offensive and harmful gases and fluids;

- c. Discomfort from the inhalation of the aforementioned offensive and harmful gases;
- d. Discomfort from the unreasonable risk of explosion created by the accumulation of combustible gas in their home;
- e. Injury to their person through the ingestion of the aforementioned offensive and harmful gases and fluids;
- f. Increased risk of injury to their person created, or likely to be created, through the ingestion of the aforementioned offensive and harmful gases and fluids;
- g. Physical injury to their property, including the aforementioned contamination of their drinking water, contamination of their soil and landscape, physical damage to their water well system, and physical damage to their plumbing;
- h. Physical invasion to their property, including the aforementioned physical invasion to their drinking water and physical invasion to their soil and landscape; and/or
- i. Diminution of value of their property.

WHEREFORE, Plaintiffs, F. AL CLARK and JOAN CLARK, pray this Court enter judgment against Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus punitive damages, attorney's fees pursuant to 815 ILCS 505/10a(c), costs, and for any other relief as is just and proper.

DERRIC EISENMANN, JODI L. EISENMANN, JODI L. EISENMANN as next friend of D.R.E., a minor, JODI L. EISENMANN as next friend of A.C.E., a minor, JODI L. EISENMANN as next friend of A.R.E., a minor, ELMER W. FOX, ELLA BRAITSCH, PETER BRAITSCH, LEILANI PIERSON, VERONICA R. COOK, HEIDI R. ROBERTS, VICTOR G. JENNINGS, MICHELE L. JENNINGS, MICHAEL C. WALLACE, and ALLYSON M. WALLACE, Plaintiffs

BY: _____
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