

IN THE COURT OF COMMON PLEAS  
WASHINGTON COUNTY PENNSYLVANIA  
CIVIL DIVISION

**BRYAN LATKANICH,  
HUNTER LATKANICH  
COLTON LATKANICH  
RYAN LATKANICH, a minor by and through  
natural guardian BRYAN LATKANICH**  
95 Hill Road  
Fredericktown, PA 15333

Plaintiffs

v

**CHEVRON CORP.  
CHEVRON U.S.A. INC.  
CHEVRON APPALACHIA, LLC**  
6001 Bollinger Canyon Road  
San Ramon, California 94583

Chevron Defendants

and

**EQT CORP.  
EQT PRODUCTION COMPANY  
EQT PRODUCTON MARCELLUS  
EQT CHAP LLC**  
625 Liberty Ave.  
Pittsburgh, PA 15222

EQT Defendants

and

**JOHN DOE DEFENDANTS**

PFAS Defendants

: Case No. 2022-6006  
:  
: Type of pleading:  
:  
: Complaint in Civil Action  
: Filed on behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: Plaintiffs  
:  
: Marc T. Valentine, Esq.  
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**FILED**

**OCT 28 2022**

**LAURA H. HOUGH  
PROTHONOTARY**



**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**LAWYER REFERRAL SERVICE – Washington County Bar Association**  
Contact information: 7242 25.6710

## COMPLAINT IN CIVIL ACTION

**COME NOW**, Plaintiffs Mr. Bryan Latkanich, Mr. Hunter Latkanich, Mr. Colton Latkanich and Mr. Ryan Latkanich, a minor by and through natural guardian Mr. Bryan Latkanich (hereinafter sometimes collectively referred to as "**Plaintiffs**"), by and through counsel, for their cause of action against Defendants, state and allege as follows:

1. This is an action by Plaintiffs in Washington County, Pennsylvania for damages arising from Defendants' fossil fuel operations, including drilling, exploration, extraction, construction, transportation, and related acts and/or omissions and described more fully below.

2. Plaintiffs complain, inter alia, of environmental contamination and polluting events caused and/or contributed by the conduct and activities of the Defendants herein, for releases, spills, and discharges of hazardous chemicals, industrial wastes, PFAS, and radioactive wastes from the Chevron Defendants' various fossil fuel and gas operations and the EQT Defendants' purchase and assumption thereof. These releases, spills and discharges caused the Plaintiffs to be exposed to such chemicals, industrial wastes, PFAS, and radioactive wastes and caused damage to Plaintiffs' property and the natural resources of the environment, causing health injuries, loss of use and enjoyment of the property, loss of quality of life, emotional distress, and other damages. Moreover, the Chevron Defendants failed to fulfill their contractual obligations and engaged in fraudulent conduct, as more fully set forth herein.

## JURISDICTION AND VENUE

3. Jurisdiction and venue in the Court of Common Pleas Washington County, Pennsylvania is proper because one or more of the Defendants regularly conducted and continue to conduct business in Washington County, Pennsylvania, and the harms complained of occurred in Washington County, Pennsylvania.

## PARTIES

4. At all times mentioned herein, Plaintiff Bryan Latkanich ("**Mr. Latkanich**"), was and is a citizen of the Commonwealth of Pennsylvania, residing at 95 Hill Road, Fredericktown, PA 15333 (the "**Property**"). Mr. Latkanich resides on the Property with his minor child, Plaintiff Ryan Latkanich, and brings this action individually and on his behalf as

parent and natural guardian.

5. Plaintiff Mr. Hunter Latkanich was and is a citizen of the Commonwealth of Pennsylvania and lived on the Property as a minor child at various times from his birth on October 12, 1999, through 2017 and continues to visit the Property.

6. Plaintiff Mr. Colton Latkanich was a citizen of the Commonwealth of Pennsylvania and lived on the Property as a minor child at various times from his birth on November 1, 2000, through June 2, 2022, when he joined the military and is now a citizen of Illinois.

7. During the times mentioned herein until October 30, 2020 (the “**Chevron Period**”), the Chevron Defendants were and continue to be Pennsylvania corporations, with headquarters and a principal place of business located at 6001 Bollinger Canyon Road, San Ramon, CA 94583. The Chevron Defendants engaged in various fossil fuel and gas exploration and production activities in the Commonwealth of Pennsylvania until October 30, 2020. The definition of the Chevron Defendants shall include, for the purposes herein, their predecessors, successors, parents, subsidiaries, affiliates, divisions, assignees, contractors, and those persons directed by the Chevron Defendants.

8. From October 30, 2020, the date upon which the EQT Defendants purchased the assets and obligations of the Chevron Defendants, to present (the “**EQT Period**”) were and continue to be Pennsylvania corporations, with headquarters and a principal place of business located at 625 Liberty Ave., Pittsburgh, PA 15222. The EQT Defendants engage in various fossil fuel and gas exploration and production activities in the Commonwealth of Pennsylvania. The definition of the EQT Defendants shall include, for the purposes herein, their predecessors, successors, parents, subsidiaries, affiliates, divisions, assignees, contractors, and those persons directed by the EQT Defendants.

9. During the times mentioned herein until October 30, 2020, one or more of the John Doe Defendants manufactured and sold per- and polyfluoroalkyl substances (“**PFAS**”) to the Chevron Defendants for use in the Chevron Defendants’ fossil fuel, gas exploration, production activities, and related activities on the Property. The definition of the PFAS Defendants shall include, for the purposes herein, their predecessors, successors, parents, subsidiaries, affiliates, divisions, assignees, contractors, and those persons directed by the PFAS

Defendants.

10. The Chevron Defendants, the EQT Defendants, and the PFAS Defendants shall sometimes be collectively referred to herein as the “Defendants.”

## **FACTS AND BACKGROUND**

### **The Property**

11. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

12. The Property consists of 33 acres and Mr. Latkanich acquired a portion of the Property in 1998 and the remainder of the Property in 2005.

13. The Property was to be used for residential, farming, hunting, and recreational purposes.

14. The home is a custom-built farmhouse with an attached 2.5 car garage and a wraparound porch and was constructed in 2000 (the “**Home**”).

15. Since living on the Property, Plaintiffs had come to expect and enjoy the quiet, fresh air, clean water, privacy, lack of disturbance to the Property and Home, surrounding environs, and peacefulness of the area.

16. Upon reasonable belief, the Home and the majority of Property is down-gradient of and sits at a lower elevation than the infrastructure used in the Chevron Defendants’ Operations (as defined below).

17. Prior to Defendants’ activities described herein, Plaintiffs had never experienced any problems with water supply, air quality, emissions, noises, dust, odors, or any other environmental issues impacting their health or the peaceful habitation of the Property and Home.

### **The Gas Lease**

18. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

19. In order to obtain the legal right to drill on the Property, and extract natural gas from the Property, the Chevron Defendants obtained from Mr. Latkanich an executed oil and gas lease agreement dated December 7, 2009, and effective March 19, 2010 and attached as Exhibit A, together with ancillary documents (collectively, and as may have been amended from

time to time, the "Gas Lease").

20. The Gas Lease was not negotiated at "arm's length".

21. In the process of obtaining the Gas Lease, it was expressly warranted to Mr. Latkanich the following, upon which Mr. Latkanich relied, and his children's detriment, as the basis for the bargain:

a. That the Chevron Defendants' fossil fuel and gas exploration and production activities would not present a danger to Plaintiffs' health, the Property, or the environment.

b. That the Chevron Defendants would construct and operate its facilities in locations agreed upon by Mr. Latkanich in the Gas Lease and as lawfully permitted by the Pennsylvania Department of Environmental Protection ("DEP");

c. That the Chevron Defendants would properly and thoroughly test the Property's domestic water supply prior to and following commencement of fossil fuel and gas exploration and production activities in order to ensure that the water supply would not be adversely affected by said operations;

d. That each Plaintiff's, person, property, and land resources would remain for themselves and future generations substantially preserved and undisturbed in the face of the Chevron Defendants' fossil fuel and gas exploration and production activities;

e. That Plaintiffs' health, quality of life, and use and enjoyment of the water supply, Property, and home would not be disrupted or adversely affected for themselves and future generations by said fossil fuel and gas exploration and production activities;

f. That in the event that it was determined that Chevron Defendants' fossil fuel and gas exploration and production activities adversely affected Plaintiffs' water supply, Home, or Property, the Chevron Defendants would immediately disclose that information and, at its expense, take all steps necessary to abate and remediate such harms;

g. That the Chevron Defendants would remain at all times in substantial compliance with all state and federal laws and regulations governing safe fossil fuel and gas exploration and production activities; and

h. That Mr. Latkanich would receive from the Chevron Defendants timely and regular payments of monetary compensation commensurate with the amount of natural gas extracted from the Property, which payments would be calculated according to a transparent formula with verifying data.

#### **The Chevron Defendants' Operations**

22. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

23. Prior to the Chevron Period and before obtaining the Gas Lease from Mr. Latkanich, the Chevron Defendants engaged in fossil fuel and gas exploration and production activities, including drilling activities, and owned and operated numerous gas wells, impoundment pits, and a compressor station in the vicinity of and in close proximity, to the Property, the Home, and its groundwater well.

24. Upon information and belief, the Chevron Defendants did not perform baseline testing on the Property prior to commencing all of their fossil fuel and gas exploration and production operations in the vicinity of and in close proximity to the Property, the Home, and groundwater well as set forth below, and therefore, no true baseline testing was performed on the Property.

25. The Chevron Defendants engaged in significant drilling, exploration and extraction, pipeline construction, gas transportation, waste storage, waste transfer, fracking fluid transfer, transfer of other substances, venting, condensate tanks, construction of an access road, waste impoundments, drill pits, above ground waste water pipelines, bunk trailers, equipment storage, seismic testing, drilling, hydraulic fracturing, flaring, heavy equipment use, excessive truck traffic and transportation of oversized loads, and/or related activities have occurred on or in close proximity to the Property (collectively, without limitation "**Operations**").

26. As part of their Operations, the Chevron Defendants owned, drilled, fracked, operated, and was in control of the following wells (referred to herein as the "**Gas Wells**"), which were plugged in the April and May of 2020:

- a. Latkanich #1 Well, with a reported wellhead value of \$15,098,442.84; and
- b. Latkanich # 2 Well, with a reported wellhead value of \$20,528,705.60.



27. The Chevron Defendants located the Gas Wells approximately 500 feet from Plaintiffs' the home and groundwater well.

28. In the course of their Operations, the Chevron Defendants used a drilling process known as hydraulic fracturing, which requires the discharge of enormous volumes of hydraulic fracturing fluids otherwise known as "fracking fluid" or "drilling mud" into the ground under extreme pressure to dislodge and discharge the gas contained under the ground.

29. Upon reasonable belief, fracking fluid or drilling mud contains carcinogenic, toxic, and harmful chemicals including but not limited to arsenic, benzene, cadmium, lead, formaldehyde, chlorine, mercury, hydrogen sulfide, methane, ethane, cobalt, toluene, diesel fuel, products containing volatile organic compounds and semi-volatile organic compounds, additives, scale inhibitors, biocides, chlorides, and lubricating materials, (as described below) (collectively and without limitation referred to herein as "**Fracking Fluid**").

30. Fracking Fluid that is returned to the surface is known as "**Produced Water**" and upon information and belief, Produced Water also includes toxic and hazardous waste, harmful chemicals, and pollutants, including Radioactive Waste, as described below.

31. The Chevron Defendants disclosed certain chemicals to the DEP used in their Fracking Fluid for the Gas Wells including hydrotreated light distillate, ammonium sulfate, ethylene glycol, dibromoacetonitrile, 1,1-Dibromo-3-nitropropionamide, polyethylene glycol, hydrochloric acid, guar gum, carbohydrates, and hemicellulose enzyme that would be included in the aforementioned spills, discharges, releases, and other activities.

32. Upon information and belief, on average there are over 1,600 chemicals used in hydraulic fracturing.

33. The Chevron Defendants' Operations were negligent, grossly negligent, and/or reckless, such that:

a. On December 14, 2012, the DEP issued a violation on the Latkanich #1 well to Chevron Appalachia for a violation of Section 401 of the Pennsylvania Clean Streams Law by pumping Radioactive Waste from a Radioactive Waste Pit to a non-vegetated area on the Property;

b. On December 14, 2012, DEP issued a violation on the Latkanich #1 well to Defendant Chevron Appalachia for a violation of 78 Pa. C.S. § 78.608 for unlawfully discharging Radioactive Waste onto the Property;

c. On September 5, 2018, DEP issued a violation on the Latkanich #2 well to Defendant Chevron Appalachia for a violation of 78 Pa. C.S. § 102.5(c) because it failed to obtain an erosion and sediment control permit prior to commencing earth disturbance activity;

d. On September 5, 2018, DEP issued a violation on the Latkanich #2 well to Defendant Chevron Appalachia for a violation of 78 Pa. C.S. § 78.53 because it failed to design, implement, and maintain best management practices and an erosion and sediment control plan during and after earthmoving or soil disturbing activities, including the activities related to siting, drilling, completing, producing, servicing and plugging, constructing, utilizing and restoring the site and access road; and

e. On September 5, 2018, DEP issued violations on the Latkanich #2 well to Defendant Chevron Appalachia for violations of 25 Pa. C.S. § 78.53, 25 Pa. Code § 102.5(c), and 25 Pa. Code § 102.5(m)(4) because multiple areas of the site, including sections of the entrance, access road, and pad were found to have been constructed contrary to permitted plans in that Defendant Chevron Appalachia failed to comply with permit conditions in constructing the site and failed to acquire required permits or permit modifications to alter the site from permitted plans.

(collectively, the “DEP Violations”).

#### **The Chevron Defendants’ Contamination of the Property’s Water Supply and Air**

34. The Chevron Defendants’ contamination, pollution, harms to the Property, the Home and to Plaintiffs as evidenced by the DEP Violations, and other violations of applicable state and federal laws were the result of the Chevron Defendants’ negligence, gross negligence, and/or recklessness, including its negligent planning, training and supervision of staff, employees and/or agents and their failure to provide significant and continuous oversight of their Operations.

35. Water test results of the Property’s water supply have detected among other toxins and pollutants:

- a. PFAS, Butyl Cyclohexane, N-dodecane, Napthalene, Tridecane, 2-methylnaphthalene, 1-methylnaphthalene, tetradecane, and pentadecane.
- b. High or excessive levels of acetone, aluminum, barium, boron, calcium, potassium, iron, magnesium, manganese, methane, Ph, sodium, silicon, strontium, sulfate, iron related bacteria, radium, sulfate reducing bacteria, total coliform, and total dissolved solids.

36. With respect to the PFAS found in the Property's Water Supply, PFAS stands for per-and polyfluoroalkyl substances, which contain a strong carbon-fluorine bond that allows them to accumulate over time in the environment and in the bodies of animals and people, posing health risks (collectively, "PFAS").

37. There are estimated to be more than 9,000 PFAS chemicals.

38. Risks associated with PFAS include cancer, increased cholesterol levels, decreased birth weights, decreased fertility, increased risks for kidney and testicular cancer, increased risk of high blood pressure, preeclampsia in pregnant women, and decreased vaccine response in children.

39. Upon information and belief, the Chevron Defendants used PFAS in its Fracking Fluid in more than 1,200 wells between 2012 and 2020.

40. Upon information and belief, Perfluorooctane Sulfonate ("PFOS") and Perfluorooctanoic Acid ("PFOA") are the two PFAS that have been the most extensively produced.

41. In February 2022, PFOA and PFOS were detected in the Property's water supply at levels 280 times higher and 379 times higher, respectively, than EPA's current thresholds.

42. Air testing of the Property has detected, among other toxins and pollutants:

- a. Toluene, Benzaldehyde, m/p Ethyltoluene, 1-Dodecanol, and 4-Heptanone, in July/August 2019.
- b. 40 chemicals that are commonly emitted from fracking sites and compressor were detected at least once across the air sampling in July/August 2019.

c. Benzene, ethylbenzene, and naphthalene were also detected.

43. The Plaintiffs were exposed to harmful radiation during the Chevron Period as described below.

44. As part of the extraction of natural gas from gas wells in the Marcellus and Utica Shales, operators drill through, among other deposits, naturally occurring radium, uranium, thorium, and potassium deposits (“**NORM**”).

45. NORM is then brought to the surface with Produced Water, resulting the generation of radioactive drill cuttings, sludge, and other radioactive oil and gas waste (collectively referred to herein as “**Radioactive Waste**”).

46. The Chevron Defendants drilled through radium, uranium, thorium, and potassium deposits, generating tons of Radioactive Waste on the Property.

47. From approximately 2010 to the spring of 2013, Chevron constructed, owned, and operated three impoundment pits on the Property, which held the Produced Water, PFAS, Radioactive Waste (collectively referred to hereinafter as “**Radioactive Waste Pits**”) and that were approximately 500 feet from Plaintiffs’ home and groundwater well.

48. During the Chevron Period, the Chevron Defendants sent Radioactive Waste generated from its fossil fuel exploration and production activities from the Property, Gas Wells, and the Radioactive Waste Pits to various locations, including radioactive sludge delivered across state lines to the AMS Martins Ferry Facility in Ohio, Produced Water for reuse at various well sites in Pennsylvania and across state lines in West Virginia, Produced Water for road spreading in Crawford County, Pennsylvania, and to various wastewater treatment facilities, all as reported to the DEP by the Chevron Defendants.

49. Regardless of the express requirements of Pennsylvania law, general duties of safety require that reasonable measures be taken to ensure that leaks from impoundments containing hazardous materials be monitored, prevented, and contained, which would necessarily include, at a minimum, the construction of a leak detection zone and several groundwater monitoring wells.

50. When impoundments are used to hold Produced Water and Radioactive Waste,

such as the Radioactive Waste Pits at issue in this case, the gases and chemical compounds contained therein naturally emanate and/or are released into the air around the impoundment and surrounding areas.

51. To that end, the Radioactive Waste Pits were a consistent source odorous and hazardous chemical odors and emissions that frequently permeated the Property and Home, thereby causing significant damage and injury to Plaintiffs, the Home, and the Property.

52. Upon reasonable belief, such aeration caused the increased continuous dispersal into the air at and around the Radioactive Waste Pits of hazardous and toxic chemicals and gases found in Fracking Fluids and Produced Water, which is in addition to the hazardous and toxic chemicals dispersed when the Chevron Defendants were flaring the Gas Wells.

53. The fact that the Chevron Defendants stored and transferred Radioactive Waste in the Radioactive Waste Pits over the course of 3 years, without providing any warning or notice whatsoever of the inherent risks and hazards associated therewith was a major source of injury, harm, annoyance, inconvenience, discomfort, and loss of use and enjoyment of the home and the Property to Plaintiffs.

54. Upon information and belief, areas within 12 miles downwind of fracking wells tend to have radiation levels that are about 7% above normal background levels, according to the U.S. Environmental Protection Agency's radiation monitor readings nationwide from 2011 to 2017 and readings can go much higher in areas closer to drill sites, or in areas with higher concentrations of drill sites.

55. Federal and Pennsylvania law prohibits such uncontrolled emissions. See 42 U.S.C. § 7412(r)(1); 42 U.S.C. § 7401 et seq. (1970); 35 P. S. § 4001 et seq.

56. The Chevron Defendants failed to perform their Operations to ensure erosion and sediment control, including in its construction and use of an access road on the Property.

57. Discharges and spills Fracking Fluids, Produced Water, Radioactive Waste, PFAS, and other pollutants and hazardous substances were the result of the Chevron Defendants' negligence, gross negligence, and/or recklessness, including its negligent planning, training and supervision of staff, employees and/or agents.

58. Upon information and belief, the Chevron Defendants performed their activities in such a negligent, grossly negligent, and/or reckless manner as to violate the aforementioned regulations, and additional Pennsylvania state laws and the Rules and Regulations promulgated there under, including but not limited to the Pennsylvania Clean Streams Law, 35 P.S. §§691.1, *et seq.*, the Pennsylvania Solid Waste Management Act, 35 P.S. §§ 6018.101, *et seq.*, the Pennsylvania Oil and Gas Act, 58 P.S. §§ 601.101, *et seq.*, the Pennsylvania Hazardous Sites Cleanup Act ("HSCA"), 35 P.S. §§ 6020.101, *et seq.*; the Federal Solid Waste Disposal Act, 42 USC §§ 6901, *et seq.*; the Federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§ 9601, *et seq.*; and the Federal Water Pollution Control Act, 33 USC §§ 1251, *et seq.*

59. Health harms linked with drilling, fracking, and associated infrastructure are well-established and include cancers, asthma, respiratory diseases, skin rashes, heart problems, and mental health problems. Multiple corroborating studies of pregnant women residing near fracking operations across the nation show impairments to infant health, including birth defects, preterm birth, and low birth weight. Emerging evidence shows harm to maternal health—including elevated risks for eclampsia during pregnancy—and shortened lifespans among older residents living in proximity to oil and gas wells.

60. In Defendant Chevron Corporation's 2012 Annual 10-K Statement to the Securities and Exchange Commission, the year the Gas Wells were "fracked," the 10-K stated:

"The company's operations have *inherent* risks and hazards that require significant and continuous oversight. Chevron's results depend on its ability to identify and mitigate the risks and hazards inherent to operating in the crude oil and natural gas industry. The company seeks to minimize these operational risks by carefully designing and building its facilities and conducting its operations in a safe and reliable manner. However, failure to manage these risks effectively could result in unexpected incidents, including releases, explosions or mechanical failures resulting in personal injury, loss of life, environmental damage, loss of revenues, legal liability and/or disruption to operations. Chevron has implemented and maintains a system of corporate policies, behaviors and compliance mechanisms to manage safety, health, environmental, reliability and efficiency risks; to verify compliance with applicable laws and policies; and to respond to and learn from

unexpected incidents. Nonetheless, in certain situations where Chevron is not the operator, the company may have limited influence and control over third parties, which may limit its ability to manage and control such risks.” (emphasis added)

61. Defendant Chevron Corporation stated in its 2022 Annual 10-K statement to the Securities and Exchange Commission that: “The company’s operations have *inherent* risks and hazards that require significant and continuous oversight.” (emphasis added)

62. The Chevron Defendants did not perform “significant and continuous oversight” of its Operations on the Property, causing significant damages to Plaintiffs, their Home, and the Property.

63. The Chevron Defendants knew that it could not take steps to mitigate inherent risks and hazards harms to Plaintiffs, their persons, property, and the environment.

64. The Chevron Defendants could and reasonably should have taken any number of steps to mitigate the other risks and hazards harms to Plaintiffs, their persons, property, and the environment.

65. The Chevron Defendants have denied and continue to deny the risks and hazards, inherent or otherwise, of the Chevron Defendants’ Operations to the Plaintiff’s health, home, and Property.

**Harms to Plaintiffs, the Home, and the Property**

66. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

67. The Chevron Defendants’ improper, unlawful, tortious, and deceptive conduct has harmed Plaintiffs, their persons, the Property, the Home, and the environment.

68. The Chevron Defendants’ releases, spills, discharges, non-performance attributed, concealment, misrepresentations, to and caused solely by the Chevron Defendants’ negligent, grossly negligent and/or reckless drilling and production activities and fraudulent solicitation of the Gas Lease, Plaintiffs and the Property have been seriously harmed, to wit:

a. The Property and Home have been harmed and significantly diminished in value to wit rainwater cascaded from the elevated well pad, flooding the backyard and leaving water pooled against the Home’s back wall, resulting in bowing, cracking and shifting of his

home's double cinder block foundation and 18.4 acres of the 33-acre Property unsuitable for any other use.

b. Plaintiffs have lost the use and enjoyment of the Property, the Home, and the quality of life they otherwise enjoyed.

c. Plaintiffs' water supply was contaminated.

d. The Property's air was contaminated.

e. During all periods mentioned herein to present, Plaintiffs use the groundwater well for bathing, cooking, washing and other daily residential and business uses.

f. Plaintiffs relied on the groundwater well for drinking prior to and during the Chevron Period except from April 2013 to November 1, 2013, and after July 2017 when Latkanich was forced to purchase drinking water for him and his children to drink.

g. Plaintiffs were unwittingly exposed to Fracking Fluids, Radioactive Waste, PFAS, and other toxins in their air and water.

h. Plaintiffs Mr. Latkanich and minor child Ryan Latkanich have been sickened by such exposures.

i. Results from six urine samples taken over 3 visits from Mr. Latkanich in July and August 2019 are summarized as follows:

(i) All six of the samples exceeded the U.S. 95th percentile for Mandelic acid, a metabolite for Ethylbenzene and Styrene, as high as 25 times as the U.S. median and eight times as high as the 95<sup>th</sup> percentile, and for Phenylglyoxylic acid, a metabolite of Ethylbenzene and Styrene.

(ii) Four of the six samples exceeded the U.S. 95th percentile for trans, trans-muconic acid, a metabolite for Benzene.

(iii) All six the samples exceeded the U.S. median for Hippuric acid (a metabolite for Toluene and Cinnamaldehyde), Mandelic acid (a metabolite for Ethylbenzene and Styrene), 2-Methylhippuric acid (a metabolite for Xylene), Phenylglyoxylic acid (a metabolite for Ethylbenzene and Styrene), and Trans, trans-Muconic acid (a metabolite for



Benzene).

j. Results from six urine samples taken from minor child and Plaintiff Ryan Latkanich, who was 9 years old at the time, in July and August 2019 are summarized as follows:

(i) Hippuric acid in his urine were more than 91 times as high as the U.S. median and nearly five times as high as the U.S. 95th percentile. Hippuric acid is a metabolite for Toluene and Cinnamaldehyde.

(ii) Mandelic acid nearly 42 times as high as the U.S. median and nearly 13 times as high as the U.S. 95th percentile. Mandelic acid is a metabolite for Ethylbenzene and Styrene.

(iii) 2-Methylhippuric acid, a metabolite of Xylene, at a level nearly 14 times as high as the U.S. median, nearly five times as high as the median detected in families in non-fracking regions, and nearly twice as high as the U.S. 95th percentile.

(iv) Phenylglyoxylic acid is a metabolite of Ethylbenzene and Styrene and Ryan's level of this compound was nearly 16 times as high as the U.S. median and more than six times higher than the U.S. 95th percentile.

(v) Trans, transmuconic acid, a metabolite for benzene, that has nearly 32 times as high as the U.S. median and more than five times as high as the U.S. 95th percentile.

(vi) During the Chevron Period, in May 2018, minor child and Ryan Latkanich was sickened and diagnosed with hydraulic fracking exposure and volatile hydrocarbon exposure.

k. Exposures to these pollutants include respiratory and gastrointestinal problems, skin and eye irritation, organ damage, reproductive harm, and increased cancer risk.

l. During the Chevron Period, Latkanich and minor child and Plaintiff Ryan Latkanich have been caused to become physically sick and ill, manifesting neurological, gastrointestinal, and dermatological symptoms, as well demonstrating urine study results, as described above, consistent with toxic exposures.

m. During the Chevron Period, Latkanich was diagnosed with renal failure, spleen failure, neuropathy, sterility, asthma, gout, left bundle branch heart condition, and other medical conditions.

n. During the Chevron Period, in May 2018, minor child and Ryan Latkanich was sickened and diagnosed with hydraulic fracking exposure and volatile hydrocarbon exposure and was advised avoid the exposure source.

o. During the Chevron Period, minor child and Plaintiff Ryan Latkanich has had rashes and other reactions to the water and has been diagnosed with high cholesterol, asthma, and other medical conditions.

p. Plaintiffs Mr. Latkanich and minor child Ryan Latkanich live in constant fear that their current illnesses will continue to worsen.

q. Plaintiffs live in constant fear of future physical illnesses.

r. Plaintiffs Mr. Latkanich and minor child and Plaintiff Ryan Latkanich live in a constant state of severe emotional distress consistent with post-traumatic stress syndrome.

s. Because the Chevron Defendants have not disclosed all of the chemicals they used on the Property, Plaintiffs do not have access to meaningful medical evaluation and treatment.

69. As a result of the foregoing and following allegations and Causes of Action, Plaintiffs seek, *inter alia*, that the Defendants abate the nuisances, unlawful conduct, violations, and damages created by them, and an order requiring the Defendants to pay compensatory damages, punitive damages, the cost of future health monitoring, litigation fees and costs, and to provide any further relief that a jury and the Court may find appropriate.

### **CAUSES OF ACTION AS TO THE CHEVRON DEFENDANTS**

#### **First Cause of Action: Breach of Contract**

70. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

71. The Chevron Defendants constructed, operated, and maintained the Gas Wells,

Radioactive Waste Pits, and other infrastructure in violation of the Gas Lease and relevant laws.

72. The Chevron Defendants constructed, operated, and maintained its infrastructure, including the Gas Wells and the Radioactive Waste Pits in unpermitted locations and in locations not agreed to by Mr. Latkanich in the Gas Lease.

73. As previously indicated, the Gas Lease required the Chevron Defendants to properly and thoroughly test the Plaintiffs' water supply following commencement of drilling operations on the premises in order to ensure that the water supplies would not be adversely affected by the Chevron Defendants' operations.

74. Under the Gas Lease, in the event it is determined that said operations adversely affected Plaintiffs' water supply, the Chevron Defendants, at their own expense, take all steps necessary to return the water supply to pre-drilling conditions.

75. The Chevron Defendants have failed to perform its obligations as required by the Gas Lease, in that the Chevron Defendants did not properly or thoroughly test Plaintiffs' water supplies for various substances including but not limited to Fracking Fluids, Produced Water, Radioactive Waste, PFAS, including other hazardous chemicals used in the hydro-fracturing process, once it was suspected that such Operations had caused discharges, releases, spills or leaks on the Property, into the air and in Plaintiffs' domestic water supplies.

76. Furthermore, the Chevron Defendants failed to perform as required by the Gas Lease by immediately, at its own expense, taking all steps necessary to return Plaintiffs' water supplies to actual pre-drilling conditions prior to the Chevron Defendants fossil fuel exploration and production activities in close proximity to the Property.

77. In addition, as previously indicated, the Chevron Defendants expressly warranted to Mr. Latkanich that he would receive timely, certain, and regular compensation in the form of royalty checks representing a certain percentage of the value of natural gas extracted from Plaintiffs' property.

78. The Chevron Defendants' payments to Mr. Latkanich were less than warranted and were presented without opportunity or mechanism to verify their correctness and accuracy.

79. As previously indicated, the Chevron Defendants expressly warranted to

Plaintiffs that their Property, health, and environment would remain safe and undisturbed despite its fossil fuel exploration and production activities.

80. The Chevron Defendants proximately caused spills, discharges, and releases onto the Property, contaminated Plaintiffs' water, soil, and air, caused physical harm and/or exposures to Plaintiffs and reduced Plaintiffs' quality of life.

81. The Chevron Defendants, by their acts and/or omissions, including those of their officers, agents, and/or employees, when they violated the Gas Lease was unreasonable and substantially interfered with Plaintiffs' right to use and enjoy Plaintiffs' Property and the Home.

82. The Chevron Defendants did not perform continuous and significant oversight of their Operations.

83. As such, the Chevron Defendants breached the Gas Lease.

84. The Chevron Defendants, by reason of these breaches of contract, are liable for all damages and injuries to Plaintiffs caused by such breaches of contract, and are required to make Plaintiffs whole, put Plaintiffs back into the same condition they would have been if the contract was not breached, and remediate the contamination.

#### **Second Cause of Action: Fraudulent Misrepresentation**

85. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

86. In order to induce Plaintiffs to lease their natural gas rights, the Chevron Defendants, through its officers, agents and/or employees, intentionally misstated certain material facts and omitted other material facts, including those made with respect to the Gas Lease, and risks and resulting injuries to Plaintiffs, the Property and the Home as a result of the Chevron Defendants' Operations.

87. These statements and omissions were made for the purpose of inducing reliance on the part of Latkanich.

88. These statements and omissions were material to the transaction, *to wit*, obtaining Mr. Latkanich's agreement to lease his gas rights.

89. Mr. Latkanich justifiably relied on these statements and omissions, to his and his

children's detriment.

90. The Chevron Defendants knowingly and intentionally failed to perform significant and continuous oversight over their Operations in order to continue misrepresenting the inherent and other risks and hazards to the Property, Home, and the health and wellbeing of Plaintiffs.

91. The Chevron Defendants, by their acts and/or omissions, including those of their officers, agents, and/or employees, have caused an unreasonable and substantial interference with Plaintiffs' right to use and enjoy Plaintiffs' Property and the Home, and causing grave harms and injuries to Plaintiffs' health and wellbeing, by reason of fraudulent misrepresentation.

92. The Chevron Defendants, by reason of fraudulent misrepresentation, are liable for all damages and injuries to Plaintiffs caused by Mr. Latkanich's justifiable reliance, as well as punitive damages.

### **Third Cause of Action: Reckless Misrepresentation**

93. Plaintiffs incorporate the preceding paragraphs as if set forth herein.

94. The Chevron Defendants understood and knew that their Operations were inherently dangerous and threatened the Property, the Home, the environment, and Plaintiffs' health and wellbeing.

95. The Chevron Defendants asserted and represented to Mr. Latkanich that their Operations on the Property were safe and could not be a proximate cause of the harms to Plaintiffs in spite of the fact that the Chevron Defendants knew their Operations presented inherent and other risks and hazards to Plaintiffs.

96. The Chevron Defendants, by their reckless acts and/or omissions, including those of their officers, agents, and/or employees, have caused an unreasonable and substantial interference with Plaintiffs' right to use and enjoy Plaintiffs' Property and the Home, while also causing grave harm and injuries to Plaintiffs.

97. The Chevron Defendants failed to provide significant and continuous oversight of their Operations on the Property.

98. Mr. Latkanich and his minor child and Plaintiff Ryan Latkanich's health conditions have worsened because the Chevron Defendants recklessly, intentionally, and

knowingly concealed, omitted, or otherwise misrepresented the true nature of their Operations, thereby interfering with their access to meaningful medical care to evaluate and treat them.

99. The Chevron Defendants, by reason of reckless misrepresentation, are liable for all damages and injuries to Plaintiffs caused by Mr. Latkanich's justifiable reliance, as well as punitive damages.

#### **Fourth Cause of Action: Fraudulent Concealment**

100. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

101. The Chevron Defendants actively concealed the fact that their Operations on the Property presented inherent and other risks and hazards to the Property, Home, and Plaintiffs' health and wellbeing.

102. The Chevron Defendants actively concealed the true nature of their Operations to Latkanich by not revealing all of the dangerous chemicals used in their operations, including but not limited to Radioactive Waste, PFAS, carcinogens, and other toxins that would negatively and significantly affect Plaintiffs' health.

103. The Chevron Defendants' representations to Mr. Latkanich that their Operations on the Property would not endanger his or his children's health was material to Mr. Latkanich entering into the Gas Lease.

104. The Chevron Defendants, by reason of fraudulent concealment, are liable for all damages and injuries to Plaintiffs, as well as punitive damages.

#### **Fifth Cause of Action: Fraudulent Non-Disclosure**

105. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

106. The Chevron Defendants did not disclose the true nature of their Operations, which were inherently dangerous to Plaintiffs, the Property, Home, and the environment.

107. At various times during the Chevron Period, Mr. Latkanich requested that the Chevron Defendants properly and thoroughly test the Property's drinking water, air, and soil.

108. The Chevron Defendants performed inadequate testing by not disclosing and testing for all of the known chemicals used by the Chevron Defendants' Operations on the

Property.

109. The Chevron Defendants, by reason of fraudulent concealment, are liable for all damages and injuries to Plaintiffs, as well as punitive damages.

**Sixth Cause of Action: Trespass**

110. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

111. Mr. Latkanich did not consent, either expressly or implied, to the Chevron Defendants entrance on the Property in locations that were not agreed to by Latkanich in the Gas Lease.

112. The Chevron Defendants knew that they did not have such consent from Mr. Latkanich to enter these locations.

113. The Chevron Defendants did not have permits for the Operations on the Property in the locations that the Chevron Defendants utilized for their Operations.

114. As a result of the Chevron Defendants' trespass, Plaintiffs, the Property and the Home were damaged and/or injured.

115. The Chevron Defendants did not get consent from Mr. Latkanich to use hazardous, toxic, and harmful chemicals on the Property that were spilled, released, and discharged on the Property.

116. The Chevron Defendants, including their officers, agents and/or employees, created and maintained during the Chevron Period a continuing trespass on the Property, by allowing the Gas Wells and Radioactive Waste Pits to exist and operate in unpermitted areas not consented to by Mr. Latkanich, creating dangerous and hazardous conditions, allowing the spills, discharges, and releases, and/or the threats of spills and releases, of hazardous chemicals, Radioactive Waste, PFAS and allowing the spills, discharges, and releases on Plaintiffs' Property and groundwater well, resulting in injuries to Plaintiffs' health, well-being and property.

117. The Chevron Defendants did not perform significant and continuous oversight of their Operations on the Property.

118. As a result of the trespass by the Chevron Defendants on the Property, Plaintiffs

were unwittingly harmed by and exposed to hazardous, toxic, and harmful chemicals.

119. The Chevron Defendants, by reason of their trespasses, are liable for all damages and injuries to Plaintiffs.

#### **Seventh Cause of Action: Private Nuisance**

120. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

121. The Chevron Defendants, by their acts and/or omissions, including those of their officers, agents, and/or employees, have caused an unreasonable and substantial interference with Plaintiffs' right to use and enjoy Plaintiffs' Property and the Home.

122. The Chevron Defendants, including their officers, agents and/or employees, created and maintained during the Chevron Period a continuing nuisance on the Property, by allowing inherent risks and hazards to persist on the Property, allowing the Gas Wells and Radioactive Waste Pits to exist and operate in a dangerous and hazardous condition, allowing the spills, discharges, and releases, and/or the threats of spills and releases, of hazardous chemicals, Radioactive Waste, PFAS and allowing the spills, discharges, and releases to continue to spread to surrounding areas, including Plaintiffs' Property and groundwater well, resulting in injuries to Plaintiffs' health, well-being and property.

123. The Chevron Defendants, by reason of this private nuisance, are liable for all the damages and injuries to Plaintiffs proximately caused by the spills, releases, and contamination, and to remediate the contamination.

#### **Eighth Cause of Action: Negligence**

124. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.

125. The Chevron Defendants, by violating the various laws indicated herein, including the DEP Violations, engaged in negligence *per se*.

126. The Chevron Defendants failed to provide significant and continuous oversight of their Operations on the Property.

127. The Chevron Defendants owed a duty of care to Plaintiffs by law to responsibly engage in their Operations, to own and operate Gas Wells, respond to spills and releases of



hazardous chemicals, and prevent such releases and spills, and take all measures reasonably necessary to inform and protect the public, including Plaintiffs, from the aforementioned spills, discharges, releases, and other activities that contaminated their water supply, further harm to the Property, the home, and exposure to Radioactive Waste, PFAS, hazardous chemicals, combustible gases, and other harmful toxins.

128. The Chevron Defendants, including their officers, agents, and/or employees knew, or in the exercise of reasonable care should have known, their Operations would result in the release or the threat of release of the aforementioned Radioactive Waste, PFAS, hazardous chemicals, combustible gases, and other harmful toxins.

129. The Chevron Defendants, including their officers, agents, and/or employees knew, or in the exercise of reasonable care should have known, of the dangerous, offensive, hazardous or toxic nature of their Operations.

130. The Chevron Defendants, including their officers, agents, and/or employees knew, or in the exercise of reasonable care should have known, of the dangerous, offensive, hazardous or toxic nature of the Radioactive Waste, PFAS, combustible gases, hazardous chemicals, and other toxins released by the Chevron Defendants, and that they were capable of causing serious personal injury to persons coming into contact with them, polluting the water supplies of the Plaintiffs, damaging the Property, home, and causing natural resource damage.

131. The Chevron Defendants, including their officers, agents, and/or employees, should have taken reasonable precautions and measures to prevent or mitigate the aforementioned releases, discharges, and spills, including the design and operation of process systems so that such releases and spills did not occur, as well as adequate planning for such spills, discharges, or releases or other emergencies.

132. The Chevron Defendants, including their officers, agents, and/or employees knew, or in the exercise of reasonable care should have known, that once a spill, discharge, or release occurred, they should take reasonable measures to protect the public, including by issuing immediate and adequate warnings to nearby residents, including Plaintiffs, to emergency personnel and to public officials.

133. The Chevron Defendants, including their officers, agents, and/or employees

knew, or in the exercise of reasonable care should have known, that the spills, discharges, and releases caused by the Chevron Defendants' negligent conduct, and the resultant harm to Plaintiffs and their property, were foreseeable and inevitable consequences of the Chevron Defendants' acts and/or omissions in the manner in which they engaged in their fossil fuel exploration and production activities.

134. The Chevron Defendants, including their officers, agents, and/or employees, acted unreasonably and negligently in causing the releases, discharges, and spills and the contamination of Plaintiffs' water supplies and Property, and failed to take reasonable measures and precautions necessary to avoid and/or respond to the spills, discharges, and releases of hazardous chemicals, and to protect the public, including the Plaintiffs, from exposure to Radioactive Waste, PFAS, combustible gases, hazardous chemicals and other toxins.

135. The Chevron Defendants' acts and/or omissions mentioned herein were the direct and proximate cause of the damages and injuries to Plaintiffs, the Property, Home, and groundwater well alleged herein.

136. Some or all of the acts and/or omissions of the Chevron Defendants were grossly, recklessly and wantonly negligent, and were done with utter disregard for the consequences to Plaintiffs and other persons, and therefore Plaintiffs are entitled to an award of punitive damages.

137. Plaintiffs in no way contributed to the damages and injuries they have sustained.

138. The Chevron Defendants, by reason of their negligence, and violations of law as set forth herein, are liable for all the damages and injuries to Plaintiffs proximately caused by the spills, discharges, and releases of hazardous chemicals, Radioactive Waste, PFAS, and other toxins indicated herein, and to remediate the contamination caused by such spills, discharges, and releases.

#### **Ninth Cause of Action: Gross Negligence**

139. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

140. The intentional and deliberate actions of the Chevron Defendants, including their officers, agents and/or employees, violated applicable laws and were grossly, recklessly and wantonly negligent, and were done with utter disregard for the consequences to Plaintiffs and other persons.

141. The Chevron Defendants failed to perform significant and continuous oversight of their Operations on the Property.

142. The Chevron Defendants, by reason of their gross, reckless, and wanton negligence, are liable for all the damages and injuries to Plaintiffs proximately caused by the spills, discharges, releases and contamination, to remediate the contamination, and for punitive damages.

#### **Tenth Cause of Action: Hazardous Sites Cleanup Act**

143. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

144. The Chevron Defendants did not perform significant and continuous oversight of their Operations on the Property.

145. The locations of the releases of hazardous substances as set forth above constitute "sites" as defined by the Pennsylvania Hazardous Sites Cleanup Act ("HSCA"), 35 P.S. §§ 6020.101, *et. seq.*

146. The spills, releases, and discharges set forth above constitute "releases" of hazardous substances and contaminants under HSCA.

147. During the Chevron Period, the Chevron Defendants owned and/or operated the sites, and the Chevron Defendants disposed, treated, and transported, of or possessed and arranged for the disposal, treatment or transport for disposal or treatment of the hazardous substances, under the HSCA.

148. The Chevron Defendants are "responsible persons" responsible for the release or threatened release of hazardous substances under HSCA.

149. As set forth above, the Chevron Defendants caused releases or substantial threats of releases, of hazardous substances or contaminants which present a substantial danger to the public health or safety or the environment under HSCA.

150. Pursuant to Section 507, 702 and 1101 of HSCA, 35 P.S. §§ 6020.507, 6020.507 and 6020.1101, the Chevron Defendants are strictly liable for costs incurred by Plaintiffs to respond to the Chevron Defendants' releases or threatened releases of hazardous substances and contaminants, including but not limited to the cost of a health assessment or health effects

study, medical monitoring, and interest.

151. The above releases and threats of releases of hazardous substances and contaminants by the Chevron Defendants constitute public nuisances under Section 1101 of HSCA, 35 P.S. § 6020.1101.

152. The above releases and threats of releases of hazardous substances by the Chevron Defendants constitute unlawful conduct under Section 1108 of HSCA, 35 P.S. § 6020.1108.

153. The above releases and threats of releases of hazardous substances and contaminants by the Chevron Defendants have caused personal injury and damage to Plaintiffs, the Property, home, and groundwater well.

154. The Chevron Defendants, by reason of these releases and threats of releases, are liable for all the damages and injuries to Plaintiffs proximately caused by the releases and threats of releases, and to remediate the releases, threats of releases, and resultant contamination.

#### **Eleventh Cause of Action: Strict Liability**

155. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

156. The Chevron Defendant's knew their Operations were inherently dangerous and could not be mitigated during the Chevron Period, and that the risk of injuries to Plaintiffs, the Property, the Home, and the environment were likely to be injurious to Plaintiffs, the Property, the Home, and the environment.

157. The Chevron Defendants did not provide significant and continuous oversight of their Operations on the Property and knew that, because its Operations are inherently dangerous, knowingly and recklessly continued to operate on the Property.

158. The hazardous chemicals and combustible gases used, processed, and stored by the Chevron Defendants, including Fracking Fluids, Produced Water, Radioactive Waste and PFAS, are of a toxic and hazardous nature capable of causing severe personal injuries and damages to persons and property coming in contact with them, and therefore are ultra-hazardous and abnormally dangerous.

159. The use, processing, and storage of Fracking Fluids, Produced Water, Radioactive Waste, PFAS and other hazardous chemicals and toxins at the Gas Wells, in the

Radioactive Waste Pits, adjacent to or on residential properties, was and continues to be an abnormally dangerous and ultra-hazardous activity, subjecting persons coming into contact with the Fracking Fluids, Produced Water, Radioactive Waste, PFAS and combustible gases to severe personal injuries, regardless of the degree of caution the Chevron Defendants might have exercised.

160. The Chevron Defendants, by engaging in abnormally dangerous and ultra-hazardous activities, are strictly liable with regard to all the damages and injuries to Plaintiffs proximately caused by the spills, releases and contamination caused by Defendants, and to remediate the contamination, including for punitive damages.

**Twelfth Cause of Action: Medical Monitoring Trust Funds**

161. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

162. As set forth above, as a result of the Chevron Defendants' negligent, grossly negligent, and/or reckless acts and/or omissions, Plaintiffs have been exposed to hazardous substances, Fracking Fluids, Produced Water, Radioactive Waste, PFAS, combustible gases, and other toxins that are greater than background levels.

163. The Chevron Defendants knew that their Operations were inherently dangerous and could not be mitigated.

164. As a proximate result of their exposure to such hazardous substances, Plaintiffs have a significantly increased risk of contracting serious latent diseases.

165. A monitoring procedure exists that makes the early detection of diseases possible.

166. Such early detection will help to ameliorate the severity of the diseases. The prescribed monitoring regime is different from that normally recommended in the absence of the exposure.

**AS TO THE EQT DEFENDANTS**

167. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

168. On October 30, 2020, the EQT Defendants purchased the assets and operations of the Chevron Defendants.

169. On February 22, 2021, Latkanich was visited by an EQT Employee who advised Latkanich that the EQT Defendants had bought the Chevron Defendants interests in the Property including the wellsite.

170. The EQT Defendants' due diligence, if done properly, would have revealed the harms to Plaintiffs, the Home, and the contamination of the Property as well as the ongoing health hazards to Latkanich and Plaintiff Ryan Latkanich, a minor child from the Chevron Defendants' Operations.

171. The EQT Defendants are liable for the Causes of Action set forth herein that either occurred during the EQT Period or as otherwise assumed by the EQT Defendants for the Chevron Period.

#### **AS TO THE PFAS DEFENDANTS**

172. The Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

173. The PFAS Defendants know that PFAS are inherently dangerous to human health and the environment.

174. The PFAS Defendants, by manufacturing and selling PFAS to the Chevron Defendants, are strictly liable with regard to all the damages and injuries to Plaintiffs, the Property, the Home and the environment proximately caused by the Chevron Defendants' use of PFAS.

**WHEREFORE, upon the aforesaid Causes of Action, Plaintiffs seek the following relief:**

a. A preliminary and permanent injunction barring the EQT Defendants from engaging in the acts complained of and requiring the Chevron Defendants and the EQT Defendants to abate the aforesaid nuisances, wrongful acts, violations and damages created by them;

b. A full disclosure and accounting of all of the chemicals used by the Chevron Defendants and the EQT Defendants on the Property;

c. reasonable and necessary costs of remediation of the hazardous substances, Produced Fluid, Radioactive Waste, PFAS and other contaminants;

Over \$50,000.00

- d. Compensatory damages for the loss of property value, damage to the natural resources of the environment in and around the Property, medical costs, loss of use and enjoyment of the Property and Home, loss of quality of life, emotional distress, personal injury, and such other reasonable damages incidental to the claims.
- e. Punitive damages for Defendants for fraudulent misrepresentation, reckless misrepresentation, fraudulent concealment, fraudulent non-disclosure, and gross negligence;
- f. The cost of future health monitoring;
- g. Plaintiffs' litigation costs and fees, including attorney's fees; and
- h. any further relief that the jury and the Court may find appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand that the trial of all issues and Causes of Action be heard by a jury in accordance with the Pennsylvania Rules of Civil Procedure.

RESPECTFULLY SUBMITTED,



/s/ Marc T. Valentine

Marc T. Valentine, Esq.

Counsel for Plaintiffs

PA ID: 313624

Marc T. Valentine & Associates

118 North Center Ave

Somerset, PA 15552

814-701-2835

marcvntax@gmail.com

DATED: October 28, 2022

EXHIBIT A



<input checked="" type="checkbox"/> Indexed				Map Reference
<input checked="" type="checkbox"/> Loc. <i>BL</i>				
<input checked="" type="checkbox"/> Terms				MAP 220-003-00-00-0011-03
<input checked="" type="checkbox"/> Signed & Sealed				LOCATION
Copy to Lessor				LEASE #: PA11123-10
Recording				
Title				

## OIL AND GAS LEASE

from

**Bryan B. Latkanich**

to

**PHILLIPS EXPLORATION, INC.  
502 KEYSTONE DRIVE  
WARRENDALE, PA 15086**

Date of Lease December 7, 2009 \_\_\_\_\_

Effective on March 19, 2010 \_\_\_\_\_

Term: 2 Years Expires March 19, 2012 \_\_\_\_\_

Payments Due Paid-Up \_\_\_\_\_

No. of Acres 22.7 \_\_\_\_\_

Township of Deemston Borough \_\_\_\_\_

County of Washington \_\_\_\_\_

State of Pennsylvania

Payee Bryan B. Latkanich \_\_\_\_\_

95 Hill Road \_\_\_\_\_

Fredericktown, PA 15333 \_\_\_\_\_

### RECORDER'S DATA

Received for Record..... 20.....

Recorded..... 20.....

In..... Book, Volume..... Page.....

.....Recorder

of.....Pennsylvania

**Paid Up  
OIL AND GAS LEASE**

Made this 7th day of December, 2009, becoming effective on March 19, 2010 by and between Bryan B. Lalkanich of Washington County, Pennsylvania, hereinafter designated as lessor, and PHILLIPS EXPLORATION, INC., a Pennsylvania corporation, of 502 Keystone Drive, Warrendale, Pennsylvania 15086, hereinafter designated lessee.

WITNESSETH, that the said lessor for and in consideration of one dollar in hand paid by the said lessee, the receipt whereof is hereby acknowledged, and the further consideration of the agreement hereinafter contained, to be done, kept and performed by said lessee, hereby demises and lets unto said lessee, its successors and assigns, all that certain tract of land situate in Deemston Borough Washington County, Pennsylvania, bounded and described as follows:

On the North by lands of n/f Bogan, Martincic

On the East by lands of n/f Lalkanich, Bogan

On the South by lands of n/f Shaw, Berry

On the West by lands of n/f Berry, Burns

Containing 22.7 acres, more or less.

**TO HAVE AND TO HOLD** the said premises for the sole and only purpose of testing, drilling and operating for oil and gas in any underlying strata therein by any means and withdrawing therefrom by any means oil or gas produced from the same or other lands, with the exclusive right to operate the same for the term of Two ( 2 ) years from March 19, 2010, and as long thereafter as oil or gas is produced, or withdrawn therefrom by any means, or operations for oil or gas thereof are being conducted, including the right to commence operations for drilling a well or subsequent wells for said purposes at anytime during the term of this lease, or at anytime thereafter oil or gas is being produced, or withdrawn therefrom, or operations are being conducted thereon for said purposes and to complete the same; also the right to sublease and subdivide the leased premises, together with a right of way to all places for testing, operating, and also a right of way for pipe lines to convey oil, gas, water or steam off, on or across the same, and including a right of way for power, telephone and telegraph lines and necessary appurtenances, including the right to conduct geophysical and other exploratory tests, as long as said lessee, its successors or assigns, desires to maintain the same. Lessor agrees that lessee may enter upon the leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease and the same may be properly plugged and abandoned again or refitted and utilized by lessee for the production of gas.

**LESSOR'S COVENANTS.** Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the land herein before described, together with all the underlying oil and gas, and that he will forever warrant and defend the leasehold estate hereby demised unto the lessee against the lawful claims and demands of all persons whomsoever, and that lessee shall have the exclusive, full, free and quiet possession of said described premises for the purposes and during the term herein set forth. Lessor further agrees that the lessee at its option may pay and discharge, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

**UNITIZATION.** Lessee is hereby granted the right to pool and unitize any one or more formations under all or any part of the land described above with any other lease or leases, land or lands, mineral estates, or any of them whether owned by lessee or others, so as to create one or more drilling or production units. Such drilling or production units shall be created when in Lessee's judgment, it is necessary or advisable to develop and operate efficiently such lands. Any such pool shall not exceed 640 acres in extent and shall conform to the rules and regulations of any lawful governmental authority having jurisdiction in the premises, and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, lessee or designated operator shall before or after the completion of a well, record a copy of its unit operation designation in the County wherein the leased premises is located, and mail a copy thereof to the lessor. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, lessee may at any time increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to lessor promptly. As to each drilling or production unit designated by the lessee, the lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the lands covered by this lease, which may be included from time to time in any such unit, bears to the total number of acres included in such unit. The commencement, drilling, completion of or production from a well on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed or producing on the land described herein. In the event, however, that a portion only of the land described in this lease is included from time to time in such a unit then a proportionate part of the delay rental, hereinafter provided, shall be paid on the remaining acreage.

**ROYALTY.** IN CONSIDERATION of the above demise, lessee agrees to market the oil produced from the premises, provided the quality of said oil is acceptable for marketing and the amount of production is deemed sufficient by lessee to economically market the same. Lessee further agrees to pay lessor a royalty equal to fourteen percent (14%) of the proceeds received from time to time by lessee for all oil so marketed, less lessor's pro rata share of any severance or excise tax imposed by any governmental body. Payment of said royalty shall be made on or about the 25<sup>th</sup> day of the month for all oil so marketed during the preceding month.

Should any well not produce oil, but produce gas and the gas produced therefrom be sold off the said premises, the consideration to said lessor for the gas from each well completed and from which well gas is produced, metered and sold shall be as follows:

Royalty equal to fourteen percent (14%) of the proceeds received from time to time by lessee for all gas produced, metered and sold, less lessor's pro rata share of any severance or excise tax imposed by any governmental body. Payment of said royalty shall be made on or about the 25<sup>th</sup> day of the month for all gas produced, metered and sold during the preceding month. The time and method of producing, metering, delivering and selling gas produced from any well on the leased premises and the amount thereof that shall be used or sold within any period of time shall be entirely within the sole discretion of the lessee.

**RESERVE GAS.** By written request to the lessee, lessor may reserve from the leased premises through any well thereon producing gas, provided the gas pressure is high enough, gas for use on said premises for domestic purposes to the extent of 300,000 cubic feet per year, or such part thereof per year as lessor requires; subject, however, to the operation and pumping by lessee of its wells and pipelines on the premises, the lessee to make the necessary connection and lessor to assume all risk in using the gas. User shall indemnify and hold Lessee harmless from all causes of loss other than those caused by Lessee's sole negligence. Said connection must be made at a place designated by lessee and may be at any gas line of lessee on said premises; subject, however, to the right of lessee at any time to abandon, take up, remove, repair or change any of its lines or abandon any of its wells, lessee not being liable for any expense, shortage or failure of gas which may arise by reason of said changes, lack of gas pressure or abandonment. Lessor agrees to pay for all gas used in excess of the quantity reserved at the then existing price established by lessee and further agrees that lessee, at its option, may deduct from any royalty accruing to lessor hereunder any amount owed to lessee by reason of lessor's use of gas in excess of the quantity of gas which may be reserved under the terms hereof. Said established price shall not exceed the highest posted domestic rate for any public utility in the county in which the leased premises is located, and measurement and regulation shall be by meter furnished by lessee and regulators furnished by lessor and set at the tap on the line. If lessor's use of the gas reserved at any time interferes with lessee's operation of the leased premises, lessor agrees at the option of lessee, and after receipt of written notice, to discontinue the use of the gas reserved and to accept in lieu thereof and in full consideration therefor, an annual cash payment of an amount equal to the average price per thousand cubic feet received by lessee times the quantity of gas (in thousands of cubic feet) reserved to lessor herein. If lessor elects in writing not to utilize and reserve gas, lessee agrees to make an annual cash payment of an amount equal to the annual average price per thousand cubic feet received by the lessee times the quantity of gas (in thousands of cubic feet) reserved to lessor herein.

Lessor is to have the free use and enjoyment of the premises except the parts necessary or convenient for lessee's operations hereunder. Lessee is to have the free use of oil, water and gas from the premises for lessee's operations on the premises, and the right at any time during or after the term of this lease to remove from the premises all machinery, pipe lines, buildings and fixtures belonging to it (including the right to draw and remove casing) whether placed thereon under this or any former lease.

**DELAY RENTAL. PROVIDED, HOWEVER,** that this lease shall become null and void and all rights hereunder shall cease and determine, unless operations for the drilling of a well on said premises for oil or gas, or as provided in above Unitization Clause, are commenced within forty-five (45) days from the date hereof, or unless said lessee shall pay N/A dollars (\$ N/A) every year in advance for each additional year the commencement of such operations is delayed from the time above mentioned for the commencement of operations, until operations are commenced, as hereinafter provided, are paid. It is agreed, however, that this lease shall not be forfeited for lessee's failure to pay any rentals until lessee has received written notice by certified mail of such default and shall fail for a period of fourteen days after receipt of such notice to pay same. When operations are commenced for the drilling of a well for oil or gas, all rentals cease, except as provided in above Unitization Clause, and the work is to be prosecuted with due diligence to completion.

Upon the drilling of a nonproductive oil or gas well on the premises or on any other land pooled or unitized with this lease, or if no royalty is being paid for gas from any other well or wells on the leased premises, lessee may continue to hold the leased premises or unitized acreage upon the reinstatement of the payment of the delay rental, hereinbefore provided, until the expiration of the original term of this lease, or until operations are again commenced for drilling a well during the original term of this lease.

payment of delay rental, gas royalty, to said lessor mailed on or before the date due to:

Bryan B. Latkanich  
at 95 Hill Road  
Fredericktown, PA 15333  
or to such other address as payee may designate in writing shall be good and sufficient payment for same, as provided for in this lease.

**TRANSFERS AND ADVERSE INTERESTS.** Upon receipt of notice of knowledge of change of ownership, or of any tax sale or judicial sale, or adverse claim affecting title to the lease premises, or death or incapacity of the designated payee, or upon refusal of the lessor to accept payments hereunder, or upon failure of the lessor to notify lessee of change of address to which payments are to be mailed, lessee may at its discretion make payments as aforesaid, or without further notice, may hold any or all payments until title is established and certified to lessee and a new payee designated by the lessors or owners of the whole title, or until lessor gives written notice of his intention to accept payments hereunder, or until lessor shall furnish lessee with change of address in the event such change shall have occurred.

In case of transfer of title to any part of the premises leased, the owners shall be entitled to delay rentals according to their respective acreage; and to all oil or gas royalty from wells located on that portion owned by them respectively, payment of which rental or royalty may be made to the lessor as agent for all such owners or to them individually. In case of such transfer, the gas hereinbefore excepted and reserved for each calendar year shall be prorated among the royalty interests in accordance with the number of producing gas wells located in said year on that portion owned by each.

**SURRENDER.** Lessee at any time and from time to time, may surrender this lease as to all or any part or parts of the premises by recording an appropriate instrument of surrender in the proper county, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of the premises, the rentals and minimum payment as specified shall be proportionately reduced on an acreage basis, and lessee shall have reasonable and convenient easements for pipe lines, pole lines, roadways, and other facilities through and over the portions of the premises surrendered for the purpose of continuing operations on the portions of the premises retained.

**FORCE MAJEURE.** In the event lessee is rendered unable in whole or in part, by a force majeure to carry out its obligations under this lease, other than to make payments of amounts due hereunder, its obligations so far as they are affected by such force majeure shall be suspended during the continuance of an inability so caused. The term "force majeure" as used herein shall be Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, epidemics, lightning, earthquakes, explosions, accidents or repairs to machinery or pipes, delays of carriers, inability to obtain materials or rights of way on reasonable terms, acts of public authorities, or any other causes, whether or not of the same kind as enumerated herein, not within the control of the lessee and which by the exercise of due diligence lessee is unable to overcome.

**SHUT IN CLAUSE.** In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a payment of \$20.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

**AFFIDAVIT OF NON-PRODUCTION.** Lessors hereby warrant that (i) the property is not encumbered by any enforceable oil and gas lease of record or otherwise and that (ii) they are not currently receiving any bonus, rental, production royalty, or shut-in royalty as the result of any prior oil and gas lease covering any or all of the subject property and that there have been no wells drilled upon the subject property or upon any lands with which the property has been combined in a drilling or production unit.

**PAID-UP LEASE** Lessor hereby acknowledges receipt of payment in advance of all rentals set forth in Paragraph 6 "Delay Rental" of Lease, herein which are or may become due and payable for the five (5) years of the term set forth in Paragraph 1 "To Have and To Hold" of Lease, herein and this Oil and Gas Lease is therefore paid up through said five (5) year term.

**APPROVAL OF LOCATION.** Lessee agrees to consult with lessor for the purpose of determining mutually acceptable well locations (and/or access roads, and pipeline from said wells) said approval not to be unreasonably withheld; provided, however, that it is expressly understood and agreed that lessee shall have the right to fully develop the leased premises.

**DAMAGES.** Lessee agrees to pay Lessor at a reasonable rate for all damages caused to growing crops, trees, and timber caused by the drilling operations, which would include damages caused by the well location(s), road(s) to the location(s), and pipeline(s) from the well(s) on the leased premises.

**RECLAMATION CLAUSE:** Surface of well location to be restored to as near as practicable to original contour of well location.

This lease is taken in lieu of a former lease dated March 19, 2009 and recorded in Washington County, Pennsylvania as Instrument # 200912371. Said former lease shall terminate by its terms and this lease shall become effective thereafter.

All expressed or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated in whole or in part, nor shall lessee be held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of any such law, order, rule or regulation.

This lease shall never be forfeited or terminated for failure of lessee to perform in whole or in part any of its express or implied covenants, conditions or obligations until it shall have been first finally judicially determined that such failure exists, and lessee shall have been given a reasonable time after such final determination within which to comply with any such covenants, conditions or obligations.

It is agreed that lessee may drill or not drill on said land, as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

In case the person or persons executing this lease are not all of the owners of the leased premises, then such person or persons shall be entitled only to such portion of the oil, gas royalty, delay rentals paid or payable in proportion to their actual interest.

It is agreed that the entire contract and agreement between lessor and lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by lessor or lessee supplementing, modifying, or as an inducement to this lease.


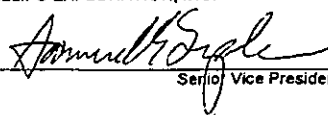
All conditions and agreements herein contained shall be binding on the heirs, executors, administrators, successors or assigns of said parties.

IN WITNESS WHEREOF, the said parties have executed this lease the day and year first above written.

WITNESS:

.....  .....  
.....  ..... (SEAL)  
Bryan B. Latkanich

ATTEST:

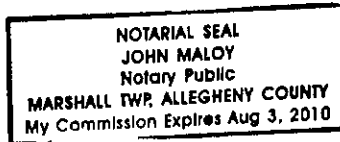
.....  ..... Assistant Secretary  
PHILLIPS EXPLORATION, INC.  
By:  ..... Senior Vice President of Operations

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF WASHINGTON } ss.

On this, the 7th day of December 2009, before me, the undersigned officer, personally appeared Bryan B. Latkanich known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public




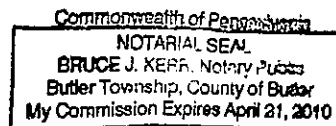
CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } ss.

On this, the 14th day of DECEMBER 2009, before me, a Notary Public, the undersigned officer, personally appeared Samuel E. Fragale, who acknowledged himself to be the Senior Vice President of Operations of Phillips Exploration, Inc., a corporation, and that he as such Senior Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President.

In witness whereof, I hereunto set my hand and official seal

  
Notary Public





63145176 WER200112

PA 07365  
220-003-00-00-0011-02  
LATKANICH

10.8 AC

<input checked="" type="checkbox"/> Indexed				
<input checked="" type="checkbox"/> Loc. BK				Map Reference
<input checked="" type="checkbox"/> Terms				
<input checked="" type="checkbox"/> Signed & Sealed				MAP 220-003-00-00-0011-02
Copy to Lessor				LOCATION
Recording				LEASE #: PA07365-20
Title				

### OIL AND GAS LEASE

from

Bryan B. Latkanich

to

DEDRAH BANDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
201006284  
RECORDED ON  
Feb 22, 2010  
11:57:54 AM  
Total Pages: 4

PHILLIPS EXPLORATION, INC.  
502 KEYSTONE DRIVE  
WARRENDALE, PA 15086

RECORDING FEES \$24.00  
TOTAL PAID \$24.00

75 429156 USER: 117

Date of Lease: December 7, 2009

Effective on: March 17, 2010

Term: 2 Years Expires: March 17, 2012

Payments Due: Paid-Up

No. of Acres: 10.8

Township of: Daemston Borough

County of: Washington

State of: Pennsylvania

Payee: Bryan B. Latkanich

95 Hill Road

Fredericktown, PA 15333

#### RECORDER'S DATA

Received for Record..... 20.....

Recorded..... 20.....

In..... Book, Volume..... Page.....

.....Recorder  
of.....Pennsylvania

**Paid Up  
OIL AND GAS LEASE**

Made this 7th day of December, 2009, becoming effective on March 17, 2010 by and between Bryan B. Lalkovich of Washington County, Pennsylvania, hereinafter designated as lessor, and PHILLIPS EXPLORATION, INC., a Pennsylvania corporation, of 502 Keystone Drive, Warendale, Pennsylvania 15086, hereinafter designated lessee:

WITNESSETH, that the said lessor for and in consideration of one dollar in hand paid by the said lessee, the receipt whereof is hereby acknowledged, and the agreement hereinafter contained, to be done, kept and performed by said lessee, hereby demises and lets unto said lessee, its successors and assigns, all that certain tract of land situate in Darmston Borough Washington County, Pennsylvania, bounded and described as follows:

On the North by lands of off Bogan

On the East by lands of off Hill Road

On the South by lands of off Shaw

On the West by lands of off Lalkovich

Containing 10.8 acres, more or less.

TO HAVE AND TO HOLD the said premises for the sole and only purpose of testing, drilling and operating for oil and gas in any underlying strata therein by any means and withdrawing therefrom by any means oil or gas produced from the same or other lands, with the exclusive right to operate the same for the term of Two (2) years from March 17, 2010; and as long thereafter as oil or gas is produced; or withdrawn therefrom by any means, or operations for oil or gas thereof are being conducted, including the right to commence operations for drilling a well or subsequent wells for said purposes at anytime during the term of this lease, or at anytime thereafter oil or gas is being produced, or withdrawn therefrom, or operations are being conducted thereon for said purposes and to complete the same; also the right to sublease and subdivide the leased premises, together with a right of way to all places for testing, operating, and also a right of way for pipe lines to convey oil, gas, water or steam oil, on or across the same, and including a right of way for power, telephone and telegraph lines and necessary appurtenances, including the right to conduct geophysical and other exploratory tests, as long as said lessee, its successors or assigns, desires to maintain the same. Lessor agrees that lessee may enter upon the leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease and the same may be properly plugged and abandoned again or refilled and utilized by lessee for the production of gas.

**LESSOR'S COVENANTS.** Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the land herein before described, together with all the underlying oil and gas, and that he will forever warrant and defend the leasehold estate hereby demised unto the lessee against the lawful claims and demands of all persons whomsoever, and that lessee shall have the exclusive, full, free and quiet possession of said described premises for the purposes and during the term herein set forth. Lessor further agrees that the lessee at its option may pay and discharge, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

**UNITIZATION.** Lessee is hereby granted the right to pool and utilize any one or more formations under all or any part of the land described above with any other lease or leases, land or lands, mineral estates, or any of them whether owned by lessee or others, so as to create one or more drilling or production units. Such drilling or production units shall be created when in Lessee's judgment, it is necessary or advisable to develop and operate efficiently such lands. Any such pool shall not exceed 640 acres in extent and shall conform to the rules and regulations of any lawful governmental authority having jurisdiction in the premises; and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, lessee or designated operator shall before or after the completion of a well, record a copy of the unit operation designation in the County wherein the leased premises is located, and mail a copy thereof to the lessor. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, lessee may at any time increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to lessor promptly. As to each drilling or production unit designated by the lessee, the lessor agrees to accept and shall receive out of the production or the proceeds from the production, from such unit, such proportion of the royalties specified herein, as the number of acres out of the lands covered by this lease, which may be included from time to time in any such unit, bears to the total number of acres included in such unit. The commencement, drilling, completion or production from a well on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed or producing on the land described herein. In the event, however, that a portion only of the land described in this lease is included from time to time in such a unit then a proportionate part of the delay rental, hereinafter provided, shall be paid on the remaining acreage.

**ROYALTY.** IN CONSIDERATION of the above demise, lessee agrees to market the oil produced from the premises, provided the quality of said oil is acceptable for marketing and the amount of production is deemed sufficient by lessee to economically market the same. Lessee further agrees to pay lessor a royalty equal to fourteen percent (14%) of the proceeds received from time to time by lessee for all oil so marketed, less lessor's pro rata share of any severance or excise tax imposed by any governmental body. Payment of said royalty shall be made on or about the 25<sup>th</sup> day of the month for all oil so marketed during the preceding month.

Should any well not produce oil, but produce gas and the gas produced therefrom be sold off the said premises, the consideration to said lessor for the gas from each well completed and from which well gas is produced, metered and sold shall be as follows:

Royalty equal to fourteen percent (14%) of the proceeds received from time to time by lessee for all gas produced, metered and sold; less lessor's pro rata share of any severance or excise tax imposed by any governmental body. Payment of said royalty shall be made on or about the 25<sup>th</sup> day of the month for all gas produced, metered and sold during the preceding month. The time and method of production, metering, delivering and selling gas produced from any well on the leased premises and the amount thereof that shall be used or sold within any period of time shall be entirely within the sole discretion of the lessee.

**RESERVE GAS.** By written request to the lessee, lessor may reserve from the leased premises through any well thereon producing gas, provided the gas pressure is high enough, gas for use on said premises for domestic purposes to the extent of 300,000 cubic feet per year, or such part thereof per year as lessor requires; subject, however, to the operation and pumping by lessee of its wells and pipelines on the premises, the lessee to make the necessary connection and lessor to assume all risk in using the gas. User shall indemnify and hold Lessee harmless from all causes of loss other than those caused by Lessee's sole negligence. Said connection must be made at a place designated by lessee and may be at any gas line of lessee on said premises; subject, however, to the right of lessee at any time to abandon, take up, remove, repair or change any of its lines or abandon any of its wells, lessee not being liable for any expense, shortage or failure of gas which may arise by reason of said changes, lack of gas pressure or abandonment. Lessor agrees to pay for all gas used in excess of the quantity reserved at the then existing price established by lessee and further agrees that lessee, at its option, may deduct from any royalty accruing to lessor hereunder any amount owed to lessee by reason of lessor's use of gas in excess of the quantity of gas which may be reserved under the terms hereof. Said established price shall not exceed the highest posted domestic rate for any public utility in the county in which the leased premises is located, and measurement and regulation shall be by meter furnished by lessee and regulators furnished by lessor and set at the tap on the line. If lessor's use of the gas reserved at any time interferes with lessee's operation of the leased premises, lessor agrees at the option of lessee, and after receipt of written notice, to discontinue the use of the gas reserved and to accept in lieu thereof and in full consideration therefor, an annual cash payment of an amount equal to the average price per thousand cubic feet received by lessee times the quantity of gas (in thousands of cubic feet) reserved to lessor herein. If lessor elects in writing not to utilize and reserve gas, lessee agrees to make an annual cash payment of an amount equal to the annual average price per thousand cubic feet received by the lessee times the quantity of gas (in thousands of cubic feet) reserved to lessor herein.

Lessor is to have the free use and enjoyment of the premises except the parts necessary or convenient for lessee's operations hereunder. Lessee is to have the free use of oil, water and gas from the premises for lessee's operations on the premises, and the right at any time during or after the term of this lease to remove from the premises all machinery, pipe lines, buildings and fixtures belonging to it (including the right to draw and remove casing) whether placed thereon under this or any former lease.

**DELAY RENTAL.** PROVIDED, HOWEVER, that this lease shall become null and void and all rights hereunder shall cease and determine, unless operations for the drilling of a well on said premises for oil or gas, or as provided in above Unitization Clause, are commenced within forty-five (45) days from the date hereof, or unless said lessee shall pay 114 dollars (\$ 114) every year in advance for each additional year the commencement of such operations is delayed from the time above mentioned for the commencement of operations, until operations are commenced, as hereinafter provided, are paid. It is agreed, however, that this lease shall not be forfeited for lessee's failure to pay any rentals until lessee has received written notice by certified mail of such default and shall fail for a period of fourteen days after receipt of such notice to pay same. When operations are commenced for the drilling of a well for oil or gas, all rentals cease, except as provided in above Unitization Clause, and the work is to be prosecuted with due diligence to completion.

Upon the drilling of a nonproductive oil or gas well on the premises or on any other land pooled or unitized with this lease, or if no royalty is being paid for gas from any other well or wells on the leased premises, lessee may continue to hold the leased premises or unitized acreage upon the reinstatement of the payment of the delay rental, hereinafter provided, until the expiration of the original term of this lease, or until operations are again commenced for drilling a well during the original term of this lease.

A payment of delay rental, gas royalty, to said lessor mailed on or before the date due to:

Bryan B. Lalkanich

at 95 Hill Road

Fredericktown, PA 15333

or to such other address as payee may designate in writing shall be good and sufficient payment for same, as provided for in this lease.

**TRANSFERS AND ADVERSE INTERESTS.** Upon receipt of notice of knowledge of change of ownership, or of any tax sale or judicial sale, or adverse claim affecting title to the lease premises, or death or incapacity of the designated payee, or upon refusal of the lessor to accept payments hereunder, or upon failure of the lessor to notify lessee of change of address to which payments are to be mailed, lessee may at its discretion make payments as aforesaid, or without further notice, may hold any or all payments until title is established and certified to lessee and a new payee designated by the lessor or owners of the whole title, or until lessor gives written notice of his intention to accept payments hereunder, or until lessor shall furnish lessee with change of address in the event such change shall have occurred.

In case of transfer of title to any part of the premises leased, the owners shall be entitled to delay rentals according to their respective acreage; and to all oil or gas royalty from wells located on that portion owned by them respectively, payment of which rental or royalty may be made to the lessor as agent for all such owners or to them individually. In case of such transfer, the gas hereinbefore excepted and reserved for each calendar year shall be prorated among the royalty interests in accordance with the number of producing gas wells located in said year on that portion owned by each.

**SURRENDER.** Lessee at any time and from time to time, may surrender this lease as to all or any part or parts of the premises by recording an appropriate instrument of surrender in the proper county, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of the premises, the rentals and minimum payment as specified shall be proportionately reduced on an acreage basis, and lessee shall have reasonable and convenient easements for pipe lines, pole lines, roadways, and other facilities through and over the portions of the premises surrendered for the purpose of continuing operations on the portions of the premises retained.

**FORCE MAJEURE.** In the event lessee is rendered unable in whole or in part, by a force majeure to carry out its obligations under this lease, other than to make payments of amounts due hereunder, its obligations so far as they are affected by such force majeure shall be suspended during the continuance of an inability so caused. The term "force majeure" as used herein shall be Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, epidemics, lightning, earthquakes, explosions, accidents or repairs to machinery or pipes, delays of carriers, inability to obtain materials or rights of way on reasonable terms, acts of public authorities, or any other causes, whether or not of the same kind as enumerated herein, not within the control of the lessee and which by the exercise of due diligence lessee is unable to overcome.

**SHUT-IN CLAUSE.** In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a payment of \$20.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

**AFFIDAVIT OF NON-PRODUCTION.** Lessors hereby warrant that (1) the property is not encumbered by any enforceable oil and gas lease of record or otherwise and that (2) they are not currently receiving any bonus, rental, production royalty, or shut-in royalty as the result of any prior oil and gas lease covering any or all of the subject property and that there have been no wells drilled upon the subject property or upon any lands with which the property has been combined in a drilling or production unit.

**PAID-UP LEASE.** Lessor hereby acknowledges receipt of payment in advance of all rentals set forth in Paragraph 8 "Delay Rental" of Lease, herein which are or may become due and payable for the five (5) years of the term set forth in Paragraph 1 "To Have and To Hold" of Lease, herein and this Oil and Gas Lease is therefore paid up through said five (5) year term.

**APPROVAL OF LOCATION.** Lessee agrees to consult with lessor for the purpose of determining mutually acceptable well locations (end/or access roads, and pipeline from said wells) said approval not to be unreasonably withheld; provided, however, that it is expressly understood and agreed that lessee shall have the right to fully develop the leased premises.

**DAMAGES.** Lessee agrees to pay Lessor at a reasonable rate for all damages caused to growing crops, trees, and timber caused by the drilling operations, which would include damages caused by the well location(s), road(s) to the location(s), and pipeline(s) from the well(s) on the leased premises.

**RECLAMATION CLAUSE:** Surface of well location to be restored to as near as practicable to original contour of well location.

This lease is taken in lieu of a former lease dated March 10, 2009 and recorded in Washington County, Pennsylvania as Instrument # 200912372. Said former lease shall terminate by its terms and this lease shall become effective thereafter.

All expressed or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated in whole or in part, nor shall lessee be held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of any such law, order, rule or regulation.

This lease shall never be forfeited or terminated for failure of lessee to perform in whole or in part any of its express or implied covenants, conditions or obligations until it shall have been first finally judicially determined that such failure exists, and lessee shall have been given a reasonable time after such final determination within which to comply with any such covenants, conditions or obligations.

It is agreed that lessee may drill or not drill on said land, as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

In case the person or persons executing this lease are not all of the owners of the leased premises, then such person or persons shall be entitled only to such portion of the oil, gas royalty, delay rentals paid or payable in proportion to their actual interest.

It is agreed that the entire contract and agreement between lessor and lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by lessor or lessee supplementing, modifying, or as an inducement to this lease.

All conditions and agreements herein contained shall be binding on the heirs, executors, administrators, successors or assigns of said parties.

IN WITNESS WHEREOF, the said parties have executed this lease the day and year first above written.

WITNESS:





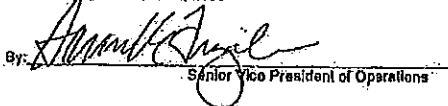
(SEAL)

Bryan B. Lalkanich

ATTEST:

PHILLIPS EXPLORATION, INC.


  
Assistant Secretary

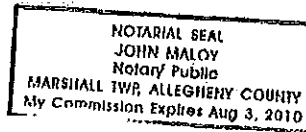
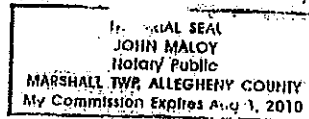
By:   
Senior Vice President of Operations

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF WASHINGTON } ss.

On this, the 7th day of December 2009, before me, the undersigned officer, personally appeared Bryan B. Latkanich known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public

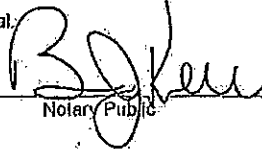


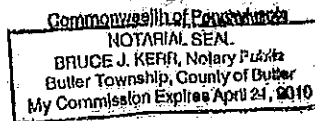
CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } ss.

On this, the 14th day of December 2009, before me, a Notary Public, the undersigned officer, personally appeared Samuel E. Frégale, who acknowledged himself to be the Senior Vice President of Operations of Phillips Exploration, Inc., a corporation, and that he as such Senior Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President.

In witness whereof, I hereunto set my hand and official seal.

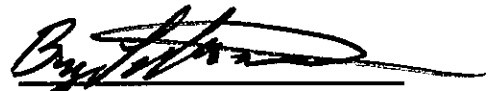
  
Notary Public





**VERIFICATION**

1. My name is Bryan Latkanich and I am over eighteen years of age.
2. I am a plaintiff in the above-captioned case and I am familiar with the contents of the Complaint filed herewith.
3. The specific averments of facts contained in the Complaint are true based on my personal knowledge, and/or reasonable information and belief.
4. I make this verification on behalf of myself and my minor child and plaintiff, Ryan Latkanich.
5. I further understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Bryan Latkanich

Dated: October 28, 2022

**VERIFICATION**

1. My name is Hunter Latkanich and I am over eighteen years of age.
2. I am a plaintiff in the above-captioned case and I am familiar with the contents of of the Complaint filed herewith.
3. The specific averments of facts contained in the Complaint are true based on my personal knowledge, and/or reasonable information and belief.
4. I further understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



---

Hunter Latkanich

Dated: October 28, 2022

**VERIFICATION**

1. My name is Colton Latkanich and I am over eighteen years of age.
2. I am a plaintiff in the above-captioned case and I am familiar with the contents of of the Complaint filed herewith.
3. The specific averments of facts contained in the Complaint are true based on my personal knowledge, and/or reasonable information and belief.
4. I further understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Colton Latkanich

Dated: October 28, 2022