

IN THE COURT OF COMMON PLEAS  
JEFFERSON COUNTY, OHIO

BOARD OF EDUCATION  
TORONTO CITY SCHOOLS  
1307 DENNIS WAY  
TORONTO, OHIO 43964

AND

VILLAGE OF BLOOMINGDALE  
101 EAST STEUBENVILLE STREET  
BLOOMINGDALE, OHIO 43910

AND

VILLAGE OF RICHMOND  
236 LISBON STREET  
RICHMOND, OHIO 43944

AND

EDITH ALLENSWORTH  
1245 EAST SPRINGFIELD AVENUE  
APT. 38  
REEDLEY, CALIFORNIA 93654

AND

PERRY ANDERSON  
978 TOWNSHIP HIGHWAY 156  
RAYLAND, OHIO 43943

AND

MARVIN L. BATES, TRUSTEE OF THE  
MARVIN L. BATES TRUST  
7351 SOUTHEAST 160<sup>th</sup> STREET  
INGLIS, FLORIDA 34449

AND

JUDITH BOWERS AND  
JOSEPH BOWERS  
9690 COUNTY ROAD 39

CASE NO.:

15-CV-00245

JUDGE:

*Nickell Mill*

FILED  
COMMON PLEAS COURT  
2015 JUN -5 P 3:39  
JOHN A. DONAGAY  
CLERK OF COURTS  
JEFFERSON COUNTY OH

**COMPLAINT: BREACH OF  
CONTRACT; UNJUST  
ENRICHMENT; TORTIOUS  
INTERFERENCE WITH CONTRACT;  
DECLARATORY JUDGMENT;  
INTERPLEADER**

**INSTRUCTIONS TO THE CLERK**

BLOOMINGDALE, OHIO 43910

AND

ROBERT BRANDT  
8282 BEAR ROAD SE  
AMSTERDAM, OHIO 43903

AND

ROBERT BROCK AND  
REBEKAH BROCK  
5817 STATE ROUTE 213  
TORONTO, OHIO 43964

AND

CHARLOTTE CASSIDY  
PO BOX 24  
POLK CITY, FL 33868

AND

CAROLYN DOBSON AND  
DWIGHT DOBSON  
PO BOX 24  
POLK CITY, FL 33868

AND

JAMES G. DUFFIN AND  
LIEBA A. DUFFIN  
4675 PENINSULA POINT DRIVE  
SEASIDE, CA 93955

AND

JEFFREY DUFFIN AND  
BEVERLY DUFFIN  
11281 CREEKDALE WAY  
RIVERSIDE, CALIFORNIA 92505

AND

JUDITH ANN DUFFIN RAMIREZ  
651 WESTERN AVENUE

MINGO JUNCTION, OHIO 43938 )

AND )

STANLEY FRAY AND )  
SHARON FRAY )  
185 CHURCHMAN CIRCLE )  
WINTERSVILLE, OHIO 43953 )

AND )

HOWARD FRAY AND )  
UTA FRAY )  
3090 COUNTY HIGHWAY 22A )  
BLOOMINGDALE, OHIO 43910 )

AND )

CHARLES W. FRAY )  
2585 BANTAM RIDGE )  
WINTERSVILLE, OHIO 43953 )

AND )

MICHAEL HARASIUK, JR. )  
2090 TWP. ROAD 378 )  
STEUBENVILLE, OHIO 43952 )

AND )

HARRY C. KELLERMIER )  
262 EGYPT HOLLOW ROAD )  
TORONTO, OHIO 43964 )

AND )

GEORGE MARTIN AND )  
VIVIANNE MARTIN )  
520 TOWNSHIP HIGHWAY 266 )  
BLOOMINGDALE, OHIO 43910 )

AND )

WALTER MARTIN AND )  
GEORGIA MARTIN )  
3915 INDIAN RIDGE LANE )

DEFIANCE, MO 63341	)	
	)	
AND	)	
	)	
LARRY MCMILLEN	)	
413 COMMERCIAL STREET	)	
MINGO JUNCTION, OHIO 43938-1231	)	
	)	
AND	)	
	)	
NORMAN MCMILLEN AND	)	
JACQUELINE MCMILLEN	)	
112 JANET DRIVE	)	
BLOOMINGDALE, OHIO 43910	)	
	)	
DAVID C. MEYER AND	)	
VIRGINIA LYNN MEYER	)	
1708 TOWNSHIP ROAD 246	)	
TORONTO, OHIO 43964	)	
	)	
AND	)	
	)	
JOELLE L. MORAN AND	)	
PATRICK S. MORAN	)	
6875 COUNTY ROAD 58	)	
BERGHOLZ, OHIO 43908	)	
	)	
AND	)	
	)	
EUGENE ONDUSKO	)	
4050 APOLLO ROAD SE	)	
AMSTERDAM, OHIO 43903	)	
	)	
AND	)	
	)	
HARRY PORTER AND	)	
CASSIE PORTER	)	
5236 STATE ROUTE 646	)	
BLOOMINGDALE, OHIO 43910	)	
	)	
AND	)	
	)	
NOBLE ROBERTS, JR. AND	)	
SUSAN ROBERTS	)	
2502 TOWNSHIP ROAD 220	)	
BLOOMINGDALE, OHIO 43910	)	

AND )

CAROL ROGERS )  
1185 CRESCENT DRIVE )  
TITUSVILLE, FLORIDA 32796 )

AND )

CHRISTOPHER J. RUMINSKI AND )  
FIONA M. RUMINSKI )  
383 TOWNSHIP ROAD 376 )  
TORONTO, OHIO 43964 )

AND )

WILLIAM H. SCHAEFER AND )  
JANE SCHAEFER )  
PO BOX 342 )  
RICHMOND, OHIO 43944 )

AND )

GREG SUTO AND )  
DEBRA SUTO )  
57199 FERRYVIEW ROAD )  
MARTINS FERRY, OHIO 43935 )

AND )

REVOCABLE TRUST OF JAMES R. )  
TICE )  
C/O BARBARA LEANZA, TRUSTEE )  
2659 SW STATE ROAD 26 )  
TRENTON, FL 32693 )

AND )

MICHAEL THURSTON AND )  
DIANNE THURSTON )  
100 WOOD ROAD SE )  
CARROLLTON, OHIO 44615 )

PATRICIA TWADDLE )  
213 MEADOWBROOK DRIVE )  
WINTERSVILLE, OHIO 43953 )



Jeffrey Duffin, Beverly Duffin, Judith Ann Duffin Ramirez, Stanley Fray, Sharon Fray, Howard Fray, Uta Fray, Charles Fray, Michael Harasiuk, Jr., Harry C. Kellermier, George Martin, Vivianne Martin, Walter Martin, Georgia Martin, Larry McMillen, Norman McMillen, Jackie McMillen, David C. Meyer, Virginia Lynn Meyer, Joelle L. Moran, Patrick S. Moran, Eugene Ondusko, Harry Porter, Cassie Porter, Noble Roberts, Susan Roberts, Carol Rogers, Christopher J. Ruminski, Fiona M. Ruminski, William H. Schaefer, Jane Schaefer, Greg Suto, Debra Suto, Michael Thurston, Dianne Thurston, the Revocable Trust of James R. Tice, Patricia Twaddle, and John Yaskanich (hereinafter collectively referred to as "Plaintiffs" and/or "Landowners" and/or "Lessors"), by and through counsel, and for their Complaint against Defendants American Energy Utica, L.L.C. (hereinafter "AEU"), American Energy Partners, L.P. (hereinafter "AEP") and Great River Energy, L.L.C. (hereinafter "GRE") (AEU, AEP, and GRE hereinafter collectively referred to as "Defendants" or "Lessees"), hereby state as follows:

### **INTRODUCTION AND STATEMENT OF FACTS**

#### ***American Energy Utica and/or American Energy Partners Contracted with Great River Energy To Acquire Leasehold In Southeastern Ohio's Utica Shale Play.***

1. In April 2013, Aubrey McClendon formed American Energy Partners, L.P.
2. McClendon, keenly aware of the potentially significant economic return promised by acquiring and developing leasehold in Ohio's Utica Shale play from his time as CEO and Chairman of Chesapeake Exploration, L.L.C. ("Chesapeake"), immediately began raising capital on behalf of AEP so that AEP, and/or one of its subsidiaries like AEU, could acquire leasehold for oil and gas development in Southeastern Ohio.
3. One of the counties in Southeastern Ohio in which AEU/AEP was interested in acquiring leasehold for oil and gas development was Jefferson County.

4. Consequently, as oil and gas companies often do in order to partially camouflage their identity from landowners in hopes of keeping lease signing bonus figures low, AEU/AEP entered into a contract with a land services company, in this instance GRE, which was responsible for leasing acreage on AEU's/AEP's behalf and at its direction.

5. Pursuant to its contractual agreement with AEU/AEP, GRE, acting as the agent for AEU/AEP entered into oil and gas leases with landowners throughout Southeastern Ohio, including, but not limited to Jefferson County, Belmont County, and Columbiana County.

6. After entering into oil and gas leases with landowners GRE receives from AEU/AEP the lease signing bonus and landowners' attorney fee amount specified under the terms of the oil and gas lease or associated order of payment so that GRE can tender said lease signing bonus to the landowner and the landowners' attorney fee amount on the landowners' behalf. Thereafter, GRE assigns the oil and gas lease to AEU/AEP.

***Great River Energy, as agent and at the direction of American Energy Utica and/or American Energy Partners, leased thousands of acres in Jefferson County Ohio beginning in the summer of 2013.***

7. GRE, an Ohio limited liability company, was formed on June 26, 2013. Almost immediately after its formation, GRE, as the agent for AEU/AEP began contacting Southeastern Ohio landowners with the intention of leasing their properties on behalf of AEU/AEP.

8. AEU/AEP directed GRE as to which townships and counties in Southeastern Ohio in which GRE was to acquire leasehold on AEU/AEP'S behalf ("AEU/AEP's Target Areas").

9. Though interested landowners within AEU/AEP's Target Areas entered into leases directly with GRE, GRE was obtaining these leases as the agent for and at the direction of, on behalf of, and for the benefit of AEU/AEP as it was agreed that GRE would ultimately assign said leases to AEU/AEP.

10. To accomplish this task, GRE deployed land agents within AEU/AEP's Target Areas to directly solicit landowners with the intent of leasing their property on AEU/AEP's behalf. Some landowners, after being approached by GRE land agents, accepted the lease offer and executed lease documents.

11. However, many Jefferson County landowners, as well as landowners from adjacent counties, for tactical advantages, decided to join "Landowner Lease Negotiation Groups" represented by attorneys and law firms experienced in oil and gas lease negotiations and other oil and gas legal issues. Often, Landowner Lease Negotiation Groups amassed 5,000 – 10,000 acres which were then marketed to interested oil and gas companies and/or land services companies acting on behalf of oil and gas companies.

12. Because of the significant acreage certain Landowner Lease Negotiation Groups amassed, members of these groups were able to procure improved lease and economic terms as compared to the overwhelming majority of landowners who negotiated directly with oil and gas companies or land services companies.

***The Plaintiffs, As Members Of A Landowners Lease Negotiation Group, Secured Improved Lease Terms.***

13. The Plaintiffs herein were members of a Landowners Lease Negotiation Group that ultimately agreed to enter into an oil and gas lease contract with GRE acting as the agent for and on behalf of AEU/AEP.

14. Consequently, three separate documents were executed by the Plaintiffs including: 1. an Oil and Gas Lease; 2. a Memorandum of Oil and Gas Lease; and 3. an Order of Payment (collectively hereinafter referred to as the "Lease Documents").

15. The Oil and Gas Lease contains provisions that address environmental, surface use, and oil and gas extraction and production issues. Moreover, the Oil and Gas Lease specifically states

that it shall remain in effect for a five year primary term, or as long thereafter as oil or gas is produced from the leased premises or lands pooled or unitized with the leased premises. The Oil and Gas Lease also provides that the Lessee may extend the five year primary lease term for another five year period by paying to the Lessor the necessary lease extension payment.

16. The Memorandum of Oil and Gas Lease is a document that identifies only general information, i.e., the names of the Lessor and Lessee, the time period in which the Oil and Gas Lease shall remain in effect, and a description of the property subject to the Oil and Gas Lease. The Memorandum of Oil and Gas Lease is recorded in lieu of the more detailed Oil and Gas Lease so that oil and gas companies are able to keep the specific Oil and Gas Lease terms confidential. The Memorandum of Oil and Gas Lease is recorded with the county recorder's office immediately after it is executed thus providing notice to other oil and gas companies that the subject property is encumbered by an oil and gas lease.

17. The Order of Payment identifies the amount which Defendants agreed to pay to each Landowner-Plaintiff. Said amount consists of the per acre lease signing bonus amount and the amount each landowner has incurred in attorney fees (collectively referred to herein as the "OOP Payment"). In addition, the Order of Payment sets forth the time period within which GRE must perform its title review of the Lessor's title to the property and make the OOP Payment. The Order of Payment is incorporated into and made a part of the Oil and Gas Lease.

***The Order of Payment Provides GRE 120 Days to Identify Any Defects in Title to the Property or Tender the OOP Payment to the Lessor***

18. The Order of Payment requires GRE to pay the Lessor the OOP Payment within 120 days of GRE's receipt of the original of the Order of Payment and executed Lease.

19. If GRE identifies a title defect within the 120 day period outlined above, it is required to provide notice of the defect to the Lessor, and, then the Lessor shall have a period of ninety (90)

days from the date of the notice to cure any title defect. This period is known as the “cure period.”

20. If the Lessor cures the title defect within the 90 day cure period, the Order of Payment requires GRE to tender the OOP Payment to the Lessor.

***The Order of Payment Permits GRE to Surrender the Lease Only Upon the Existence of a Title Defect and Lessor’s Inability to Cure Such Defect Within the Cure Period***

21. The Order of Payment specifically states that:

“GRE may surrender the Lease associated with the Order of Payment only upon the existence of a title defect and Lessor’s inability to cure such defect within the cure period.” (emphasis added).

22. If no title defect exists, then the Order of Payment requires GRE to tender the OOP Payment to the Lessee.

***GRE Must Surrender the Lease or Tender the OOP Payment by the Specified Due Date, i.e., 120 Days from GRE’s Receipt of the Original Order of Payment and Lease***

23. The Order of Payment clearly requires GRE to do one of two things within 120 days of its receipt of the original Order of Payment and Lease: 1. surrender the Lease due to the existence of a title defect that cannot be cured by the Lessor within the 90 day cure period; or 2. tender the OOP Payment to the Lessor.

24. If, within this 120 day period, GRE fails to surrender the Lease and fails to tender the OOP Payment to the Lessor, then the Lessor must provide notice to GRE which then “***shall have 30 days from receipt of such written notice to make payment.***”

25. To this end, the Order of Payment states:

***“If the Lease has not been surrendered or payment made by the specified due date, then Lessor shall promptly notify Lessee in writing and Lessee shall have 30 days from receipt of such written notice to make payment.”*** (emphasis added).

26. Absent GRE's timely notification to the Lessor of a title defect within the 120 day period, the Order of Payment requires payment of the OOP Payment to the Lessor within 30 days following written notice by the Lessor to GRE that the OOP Payment was not made.

***Group 1 Plaintiffs: Certain Plaintiffs Never Received the OOP Payment From GRE Despite GRE Never Defecting Their Properties***

27. Certain Plaintiffs ("Group 1 Plaintiffs") did not receive their OOP Payment within the 120 days as provided in the Order of Payment nor did GRE identify a title defect affecting their properties within this 120 day period.<sup>1</sup> Moreover, Group 1 Plaintiffs did not receive their OOP Payment after providing GRE notice of non-payment as required by the Order of Payment, thus providing GRE 30 additional days within which to tender the required OOP Payment. As of the date of this filing, GRE has not identified any title defects in Group 1 Plaintiffs' properties. Last, all of Group 1 Plaintiffs' Memorandums of Oil and Gas Leases remain of record in the Jefferson County Recorder's Office.

28. Consequently, the Defendants have breached the terms of the Order of Payment resulting in Group 1 Plaintiffs suffering damages.

***Group 2 Plaintiffs: Certain Plaintiffs Never Received the OOP Payment From GRE Despite GRE Untimely Defecting Their Properties After the 120 Day Period Provided in the Order of Payment and Plaintiffs Subsequently Curing the Identified Defect***

29. Certain Plaintiffs ("Group 2 Plaintiffs") did not receive their OOP Payment within the 120 days as provided in the Order of Payment nor did GRE timely identify a title defect affecting Group 2 Plaintiffs' properties within this 120 day period.<sup>2</sup> Moreover, Group 2 Plaintiffs did not receive their OOP Payment after providing GRE notice of non-payment as required by the Order

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<sup>1</sup> Group 1 Plaintiffs consist of Board of Education Toronto City Schools, the Village of Richmond, Perry Anderson, Marvin L. Bates, Trustee of the Marvin L. Bates Trust, Harry C. Kellermier (390.039 acres), Harry and Cassie Porter, Greg Suto, and The James R. Tice Revocable Trust (Columbiana County acreage).

<sup>2</sup> Group 2 Plaintiffs consist of Christopher J. Ruminski, Fiona M. Ruminski and Eugene Ondusko

of Payment, thus providing GRE 30 additional days within which to tender the required OOP Payment.

30. Rather, after the 150 day period within which GRE was required to tender the OOP Payment (120 day period plus the additional 30 days triggered upon notification of non-payment), GRE attempted to, untimely, defect Group 2 Plaintiffs' properties. Although they had no obligation under the Order of Payment to do so, Group 2 Plaintiffs cured the untimely identified title defect within the 90 day cure period and provided documentation to GRE evidencing the same. Notwithstanding GRE's untimely notice of title defect(s) and Group 2 Plaintiffs' properties being cured of the untimely identified defect(s), GRE has refused to tender the OOP Payment as it is required to do pursuant to the Order of Payment.

31. Consequently, the Defendants have breached the terms of the Order of Payment resulting in Group 2 Plaintiffs suffering damages.

***Group 3 Plaintiffs: Certain Plaintiffs Never Received the OOP Payment From GRE Despite GRE Untimely Attempting To Defect Their Properties After the 120 Day Period Provided in the Order of Payment***

32. Certain Plaintiffs ("Group 3 Plaintiffs") did not receive the OOP Payment within the 120 days as provided in the Order of Payment nor did GRE timely identify a title defect affecting Group 3 Plaintiffs' properties within this period.<sup>3</sup> Moreover, Group 3 Plaintiffs did not receive their OOP Payment after providing GRE notice of non-payment, and thus providing GRE 30 additional days within which to tender the required OOP Payment.

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<sup>3</sup> Group 3 Plaintiffs consist of the Village of Bloomingdale, Edith Allensworth, Joseph and Judith Bowers, Noble and Susan Roberts, Michael and Dianne Thurston, Robert Brandt, Robert and Rebekah Brock, Charlotte Cassidy, Dwight and Carolyn Dobson, Stanley and Sharon Fray, Howard and Uta Fray, Charles W. Fray, Harry C. Kellermier (115.47 acres) George and Vivianne Martin, Walter and Georgia Martin, Larry McMillen, Norman McMillen, Jackie McMillen Carol Rogers, William H. and Jane Schaefer, James R. Tice Revocable Trust (Jefferson County acreage) Patricia Twaddle, John S. Yaskanich,

33. Rather, after the 150 day period within which GRE was required to tender the OOP Payment to Group 3 Plaintiffs (120 day period plus the additional 30 days triggered upon notification of non-payment), GRE untimely attempted to defect Group 3 Plaintiffs' properties and refused to tender the OOP Payment to Group 3 Plaintiffs. The Order of Payment clearly states that GRE has 120 days to identify title defects by providing notice of the same to Lessor. If GRE fails to provide notice of title defects to the Lessor within this 120 day period, and Lessor provides written notice of non-payment, then GRE's obligation to tender the OOP Payment becomes absolute.

34. Consequently, the Defendants have breached the terms of the Order of Payment resulting in Group 3 Plaintiffs suffering damages.

#### PARTIES

35. The Board of Education of Toronto City Schools executed Lease Documents on August 30, 2013 on behalf of Toronto City Schools located in Island Creek Township, Jefferson County with an address of 1307 Dennis Way, Toronto, Ohio 43964. The Board of Education Toronto City Schools' Order of Payment is attached hereto and incorporated herein as Exhibit 1. GRE tendered the OOP Payment to the Board of Education Toronto City Schools for 9.996 acres out of 32.961 total acres leased. GRE failed to tender the OOP Payment or surrender the lease in connection with the remaining 22.965 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to the Board of Education of Toronto City Schools in the amount of \$142,383.00 in lease signing bonus and \$6,889.50 in attorney fees as required by the Order of Payment.

36. The Village of Bloomingdale, located in Wayne Township, Jefferson County with an address of 101 East Steubenville St., Bloomingdale, Ohio 43910, executed Lease documents on

October 21, 2013. The Village of Bloomingdale's Order of Payment is attached hereto and incorporated herein as Exhibit 2. GRE failed to tender the OOP Payment or surrender the lease in connection with the 14.609 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to the Village of Bloomingdale in the amount of \$95,688.95 in lease signing bonus and \$4,382.70 in attorney fees as required by the Order of Payment.

37. The Village of Richmond, located in Salem Township, Jefferson County, with an address of 236 Lisbon Street, Richmond, Ohio 43944, executed Lease Documents on August 30, 2013. The Village of Richmond's Order of Payment has been attached hereto and incorporated herein as Exhibit 3. GRE failed to tender the OOP Payment or surrender the lease in connection with 23.297 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to the Village of Richmond in the amount of \$144,441.40 in lease signing bonus and \$6,989.10 in attorney fees as required by the Order of Payment.

38. Edith Allensworth, with an address of 1245 E. Springfield Avenue, Apartment 38, Reedley, California 93654, executed Lease Documents on February 18, 2014 covering 25.00 net mineral acres located in Springfield Township, Jefferson County. Edith Allensworth's Order of Payment is attached hereto and incorporated herein as Exhibit 4. GRE failed to tender the OOP Payment or surrender the lease in connection with the 25.00 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Ms. Allensworth in the amount of \$155,000.00 in lease signing bonus and \$7,500.00 in attorney fees as required by the Order of Payment.

39. Perry Anderson, with an address of 978 Township Highway 156, Rayland, Ohio, 43943 executed Lease Documents on September 16, 2014 covering 14.765 acres located in Wells Township, Jefferson County. Perry Anderson's Order of Payment is attached hereto and incorporated herein as Exhibit 5. GRE failed to tender the OOP Payment or surrender the lease in connection with the 14.765 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. Anderson in the amount of \$106,529.47 in lease signing bonus and \$8,637.53 in attorney fees as required by the Order of Payment.

40. Marvin L. Bates, Trustee of the Marvin L. Bates Trust, with an address of 7351 Southeast 160<sup>th</sup> Street, Inglis, Florida 34449, executed Lease Documents on August 28, 2013 covering 62.7492 acres located in Knox and Island Creek Townships in Jefferson County. The Marvin L. Bates Trust's Order of Payment is attached hereto and incorporated herein as Exhibit 6. GRE failed to tender the OOP Payment or surrender the lease in connection with the 62.7492 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Marvin L. Bates, Trustee of the Marvin L. Bates Trust, in the amount of \$389,045.06 in lease signing bonus and \$18,824.76 in attorney fees as required by the Order of Payment.

41. Joseph and Judith Bowers, with an address of 9690 County Road 39, Bloomingdale, Ohio 43910, executed Lease Documents on August 30, 2013 covering 6.667 net mineral acres located in Brush Creek Township, Jefferson County. Joseph and Judith Bowers' Order of Payment is attached hereto and incorporated herein as Exhibit 7. GRE failed to tender the OOP Payment or surrender the lease in connection with the 6.667 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and

AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Bowers in the amount of \$41,335.40 in lease signing bonus and \$2,000.00 in attorney fees as required by the Order of Payment.

42. Robert Brandt, with an address of 8282 Bear Road SE, Amsterdam, Ohio 43903, executed Lease Documents on February 18, 2014 covering 25.00 net mineral acres located in Springfield Township, Jefferson County. Robert Brandt's Order of Payment is attached hereto and incorporated herein as Exhibit 8. GRE failed to tender the OOP Payment or surrender the lease in connection with the 25.00 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. Brandt in the amount of \$155,000.00 in lease signing bonus and \$7,500.00 in attorney fees as required by the Order of Payment.

43. Robert and Rebekah Brock, with an address of 5817 State Route 213, Toronto, Ohio 43964, executed Lease Documents on August 30, 2013 covering 1.60 acres located in Island Creek Township, Jefferson County. Robert and Rebekah Brock's Order of Payment is attached hereto and incorporated herein as Exhibit 9. GRE failed to tender the OOP Payment or surrender the lease in connection with the 1.60 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Brock in the amount of \$8,320.00 in lease signing bonus and \$480.00 in attorney fees as required by the Order of Payment.

44. Charlotte Cassidy, with an address of PO Box 24, Polk City, Florida 33868, executed Lease Documents on October 7, 2013 covering 13.84735 net mineral acres located in Salem Township, Jefferson County. Charlotte Cassidy's Order of Payment is attached hereto and incorporated herein as Exhibit 10. GRE failed to tender payment or surrender the lease in

connection with the 13.84735 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Ms. Cassidy in the amount of \$85,831.00 in lease signing bonus and \$4,153.13 in attorney fees as required by the Order of Payment.

45. Dwight and Carolyn Dobson, with an address of PO Box 24, Polk City, Florida 33868, executed Lease Documents on October 7, 2013 covering 13.84375 acres located in Wayne Township, Jefferson County. Dwight and Carolyn Dobson's Order of Payment is attached hereto and incorporated herein as Exhibit 11. GRE failed to tender the OOP Payment or surrender the lease in connection with the 13.84375 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Dobson in the amount of \$85,831.00 in lease signing bonus and \$4,153.013 in attorney fees as required by the Order of Payment.

46. James and Lieba Duffin, with an address of 4675 Peninsula Point Dr., Seaside, California 93955, executed Lease Documents on October 14, 2013 covering 12.66 net mineral acres located Island Creek Township, Jefferson County. James and Lieba Duffin's Order of Payment is attached hereto and incorporated herein as Exhibit 12. GRE failed to tender the OOP Payment or surrender the lease in connection with the 12.66 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Duffin in the amount of \$78,530.00 in lease signing bonus and \$3,800.00 in attorney fees as required by the Order of Payment.

47. Jeffrey and Beverly Duffin, with an address of 11281 Creekdale Way, Riverside, California 92505, executed Lease Documents on October 14, 2013 covering 12.66 net mineral

acres located in Island Creek, Jefferson County. Jeffrey and Beverly Duffin's Order of Payment is attached hereto and incorporated herein as Exhibit 13. GRE failed to tender the OOP Payment or surrender the lease in connection with the 12.66 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Duffin in the amount of \$78,530.00 in lease signing bonus and \$3,800.00 in attorney fees as required by the Order of Payment.

48. Judith Ann Duffin Ramirez, with an address of 651 Western Avenue, Mingo Junction, Ohio 43938, executed Lease Documents on October 14, 2013 covering 12.66 net mineral acres located in Island Creek, Jefferson County. Judith Ann Duffin Ramirez's Order of Payment is attached hereto and incorporated herein as Exhibit 14. GRE failed to tender the OOP Payment or surrender the lease in connection with the 12.66 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Ms. Duffin Ramirez in the amount of \$78,530.00 in lease signing bonus and \$3,800.00 in attorney fees as required by the Order of Payment.

49. Stanley and Sharon Fray, with an address of 185 Churchman Circle, Wintersville, Ohio 43953; Howard and Uta Fray, with an address of 3090, County Highway 22A, Bloomingdale, Ohio 43910; and Charles W. Fray, with an address of 2585 Bantam Ridge, Wintersville, Ohio 43953; jointly executed Lease Documents on August 27, 2013 covering 94.13 acres located in Wells Township, Jefferson County. The Frays' Order of Payment is attached hereto and incorporated herein as Exhibit 15. GRE failed to tender the OOP Payment or surrender the lease in connection with the 94.13 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Stanley and Sharon Fray, Howard and Uta Fray, and Charles W. Fray in the amount

of \$616,551.50 in lease signing bonus and \$28,239.00 in attorney fees as required by the Order of Payment.

50. Michael Harasiuk, Jr., with an address of 2090 Township Road 378, Steubenville, Ohio 43952, executed Lease Documents on August 30, 2013 covering 121.12 acres located in Island Creek Township, Jefferson County. Michael Harasiuk, Jr.'s Order of Payment is attached hereto and incorporated herein as Exhibit 16. GRE failed to tender the OOP Payment or surrender the lease in connection with the 121.12 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. Harasiuk, Jr. in the amount of \$757,000.00 in lease signing bonus and \$36,336.00 in attorney fees as required by the Order of Payment.

51. Harry C. Kellermier, with an address of 262 Egypt Hollow Road, Toronto, Ohio 43964, executed Lease Documents on August 29, 2013 covering 505.509 acres located in Knox, Springfield, and Island Creek Townships, Jefferson County. Harry C. Kellermier's Lease Documents are attached hereto and incorporated herein as Exhibit 17. GRE failed to tender the OOP Payment or surrender the lease in connection with the 505.509 acres by the date required in the Lease Documents. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. Kellermier in the amount of \$3,134,155.80 in lease signing bonus and \$151,652.70 in attorney fees as required by the Lease Documents.

52. George and Vivianne Martin, with an address of 520 Township Highway 266, Bloomingdale, Ohio, 43910 executed Lease Documents on August 30, 2013 covering 13.84375 net mineral acres located in Salem Township, Jefferson County. George and Vivianne Martin's Order of Payment is attached hereto and incorporated herein as Exhibit 18. GRE failed to tender the OOP Payment or surrender the lease in connection with the 13.84375 net mineral acres by

the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Martin in the amount of \$85,831.00 in lease signing bonus and \$4,153.13 in attorney fees as required by the Order of Payment.

53. Walter and Georgia Martin, with an address of 3915 Indian Ridge Lane, Defiance, Missouri 63341, executed Lease Documents on September 14, 2013 covering 13.84375 net mineral acres located in Salem Township, Jefferson County. Walter and Georgia Martin's Order of Payment is attached hereto and incorporated herein as Exhibit 19. GRE failed to tender the OOP Payment or surrender the lease in connection with the 13.84375 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Martin in the amount of \$85,831.00 in lease signing bonus and \$4,153.13 in attorney fees as required by the Order of Payment.

54. Larry McMillen, with an address of 413 Commercial Street, Mingo Junction, Ohio 43938, executed Lease Documents on August 28, 2013 covering 10.28 net mineral acres located in Wayne Township, Jefferson County. Larry McMillen's Order of Payment is attached hereto and incorporated herein as Exhibit 20. GRE tendered the OOP Payment to Larry McMillen for 3.4263 net mineral acres out of 10.28 total net mineral acres leased. GRE failed to tender the OOP Payment or surrender the lease in connection with the remaining 6.8537 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Larry McMillen in the amount of \$44,889.00 in lease signing bonus and \$2,056.00 in attorney fees as required by the Order of Payment.

55. Norman McMillen and Jacqueline McMillen, with an address of 112 Janet Drive, Bloomingdale, Ohio 43910, executed Lease Documents on August 28, 2013 covering 10.28 net mineral acres located in Wayne Township, Jefferson County. Norman McMillen and Jacqueline McMillen's Order of Payment is attached hereto and incorporated herein as Exhibit 21. GRE tendered the OOP Payment to Norman McMillen and Jacqueline McMillen for 3.4263 net mineral acres out of 10.28 total net mineral acres leased. GRE failed to tender the OOP Payment or surrender the lease in connection with the remaining 6.8537 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Norman McMillen and Jacqueline McMillen in the amount of \$44,889.00 in lease signing bonus and \$2,056.00 in attorney fees as required by the Order of Payment.

56. David C. and Virginia Lynn Meyer, with an address 1708 Township Road 246 Toronto, Ohio 443964, executed Lease Documents on August 30, 2013 covering 24.04 acres located in Knox Township, Jefferson County. David C. and Virginia Lynn Meyer's Order of Payment is attached hereto and incorporated herein as Exhibit 22. GRE failed to tender the OOP Payment or surrender the lease in connection with the 24.04 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Meyer in the amount of \$149,048.00 in lease signing bonus and \$7,212.00 in attorney fees as required by the Order of Payment.

57. Patrick S. and Joelle L. Moran, with an address of 6875 County Road 58, Bergholz, Ohio 43908, executed Lease Documents on August 31, 2013 covering 18.00 acres located in Ross Township, Jefferson County. Patrick S. and Joelle L. Moran's Order of Payment is attached hereto and incorporated herein as Exhibit 23. GRE failed to tender the OOP Payment or

surrender the lease in connection with the 18.00 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Moran in the amount of \$111,600.00 in lease signing bonus and \$5,400.00 in attorney fees as required by the Order of Payment.

58. Eugene Ondusko, with an address of 4050 Apollo Road SE, Amsterdam, Ohio 43903, executed Lease Documents on August 30, 2013 covering 22.33 acres located in Ross Township, Jefferson County. Eugene Ondusko's Order of Payment is attached hereto and incorporated herein as Exhibit 24. GRE failed to tender the OOP Payment or surrender the lease in connection with the 22.33 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. Ondusko in the amount of \$138,446.00 in lease signing bonus and \$6,699.00 in attorney fees as required by the Order of Payment.

59. Harry and Cassie Porter, with an address of 5236 State Route 646, Bloomingdale, Ohio 43910, executed Lease Documents on August 31, 2013 covering 1.838 acres located in Salem Township, Jefferson County. Harry and Cassie Porter's Lease Documents are attached hereto and incorporated herein as Exhibit 25. GRE tendered the OOP Payment to Mr. and Mrs. Porter for 1.128 out of the 1.838 total acres leased. GRE failed to tender the OOP Payment or surrender the lease in connection with the remaining .71 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Porter in the amount of \$3,692.00 in lease signing bonus and \$213.00 in attorney fees as required by the Order of Payment.

60. Carol Rogers, with an address of 1185 Crescent Drive, Titusville, Florida 32796, executed Lease Documents on February 18, 2014 covering 25.00 net mineral acres located in

Springfield Township, Jefferson County. Carol Rogers' Order of Payment is attached hereto and incorporated herein as Exhibit 26. GRE failed to tender the OOP Payment or surrender the lease in connection with the 25.00 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Ms. Rogers in the amount of \$155,000.00 in lease signing bonus and \$7,500.00 in attorney fees as required by the Order of Payment.

61. Noble Roberts, Jr. and Susan Roberts with an address of 2502 Township Road 220, Bloomingdale, Ohio 43910, executed Lease Documents on August 30, 2013 covering 6.667 net mineral acres located in Brush Creek Township, Jefferson County. Noble Roberts, Jr. and Susan Roberts' Order of Payment is attached hereto and incorporated herein as Exhibit 27. GRE failed to tender the OOP Payment or surrender the lease in connection with the 6.667 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Thurston in the amount of \$41,335.40 in lease signing bonus and \$2,000.00 in attorney fees as required by the Order of Payment.

62. Christopher J. and Fiona M. Ruminski, with an address of 383 Township Road 376, Toronto, Ohio 43964, executed Lease Documents September 25, 2013 covering 19.08655 net mineral acres located in Island Creek Township, Jefferson County. Christopher J. and Fiona Ruminski's Order of Payment is attached hereto and incorporated herein as Exhibit 28. GRE failed to tender the OOP Payment or surrender the lease in connection with the 19.08655 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs.

Ruminski in the amount of \$118,336.61 in lease signing bonus and \$5,726.10 in attorney fees as required by the Order of Payment.

63. William H. and Jane Schaefer, with an address of PO Box 342, Richmond, Ohio 43944, executed Lease Documents on August 19, 2013 covering 11.19 acres located in Salem Township, Jefferson County. William H. and Jane Schaefer's Order of Payment is attached hereto and incorporated herein as Exhibit 29. GRE tendered the OOP Payment to Mr. and Mrs. Schaefer for 1.00 out of the 11.19 total acres leased. GRE failed to tender the OOP Payment or surrender the lease in connection with the remaining 10.19 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Schaefer in the amount of \$63,178.00 in lease signing bonus and \$3,057.00 in attorney fees as required by the Order of Payment.

64. Greg Suto, with an address of 57199 Ferryview Road, Martins Ferry, Ohio 43935, executed Lease Documents on March 7, 2014 covering 4.517 acres located in Pease Township, Belmont County. Greg Suto's Order of Payment is attached hereto and incorporated herein as Exhibit 30. GRE failed to tender the OOP Payment or surrender the lease in connection with the 4.517 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. Suto in the amount of \$35,522.40 in lease signing bonus and \$1,355.10 in attorney fees as required by the Order of Payment.

65. Michael Thurston and Dianne Thurston with an address of 100 Wood Road SE, Carrollton, Ohio 44615, executed Lease Documents on August 30, 2013 covering 6.667 net mineral acres located in Brush Creek Township, Jefferson County. Michael Thurston and Dianne Thurston's Order of Payment is attached hereto and incorporated herein as Exhibit 31.

GRE failed to tender the OOP Payment or surrender the lease in connection with the 6.667 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. and Mrs. Thurston in the amount of \$41,335.40 in lease signing bonus and \$2,000.00 in attorney fees as required by the Order of Payment.

66. James R. Tice executed lease documents on August 31, 2013 covering 110.57 acres in Brush Creek and Saline Townships, Jefferson County and 80.00 acres in Yellow Creek Township, Columbiana County. Mr. Tice's Order of Payment for the Jefferson County acreage is attached hereto and incorporated herein as Exhibit 32 and Mr. Tice's Order of Payment for the Columbiana County acreage is attached hereto and incorporated herein as Exhibit 33. Mr. Tice died on October 14, 2013. Upon Mr. Tice's death, his assets, including the Jefferson County and Columbiana County acreage leased with GRE transferred to the James R. Tice Revocable Trust of which Barbara Leanza is the Trustee. GRE tendered the OOP Payment to Barbara Leanza as Trustee of the James R. Tice Revocable Trust for 50.00 acres out of the 110.57 acres located in Jefferson County. GRE failed to tender the lease bonus payment or surrender the lease in connection with the remaining 60.57 acres located in Jefferson County by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Barbara Leanza as Trustee of the James R. Tice Revocable Trust in the amount of \$438,952.00 in lease signing bonus. GRE paid Mr. Tice's attorney fees in connection with the Jefferson County acreage in full. GRE failed to tender the OOP Payment or surrender the lease in connection with the 80.00 acres located in Columbiana County by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Barbara Leanza as Trustee of the James

R. Tice Revocable Trust in the amount of \$496,000.00 in lease signing bonus and \$24,000.00 in attorney fees as required by the Order of Payment.

67. Patricia Twaddle, with an address of 213 Meadowbrook Drive, Wintersville, Ohio 43953, executed Lease Documents on September 30, 2013 covering 13.84375 net mineral acres located in Salem Township, Jefferson County. Patricia Twaddle's Order of Payment is attached hereto and incorporated herein as Exhibit 34. GRE failed to tender the OOP Payment or surrender the lease in connection with the 13.84375 net mineral acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Ms. Twaddle in the amount of \$85,831.13 in lease signing bonus and \$4,153.13 in attorney fees as required by the Order of Payment.

68. John S. Yaskanich, with an address of 874 Kenilworth Avenue, Sheffield Lake, Ohio 44054, executed Lease Documents on August 30, 2013 covering 87.174 acres located in Saline Township, Jefferson County. John S. Yaskanich's Order of Payment is attached hereto and incorporate herein as Exhibit 35. GRE failed to tender the OOP Payment or surrender the lease in connection with the 87.174 acres by the date required in the Order of Payment. Despite receiving written notice of this breach, GRE and AEU/AEP still have not tendered the OOP Payment to Mr. Yaskanich in the amount of \$540,478.00 in lease signing bonus and \$26,152.20 in attorney fees as required by the Order of Payment.

69. Great River Energy, L.L.C. is an Ohio Limited Liability Company with its principal place of business located at 6657 Frank Avenue NW, Suite 300, North Canton, Ohio 44720.

70. American Energy Utica, L.L.C. is an Oklahoma Limited Liability Company licensed to do business in the State of Ohio and which maintains its Ohio office at 60891 Gander Road, Cambridge, Ohio 43725.

71. American Energy Partners, L.P. is an Oklahoma Limited Partnership with its principal place of business located at 301 NW 63<sup>rd</sup> Street, Suite 600, Oklahoma City, OK 73116 and is not licensed to do business in the State of Ohio.

**VENUE**

72. This Court has jurisdiction over this action pursuant to Civil Rule 3(B)(5) as the real property at issue in this dispute is located in Jefferson County and Civil Rule 3(B)(3) as the Defendants conducted activity that gives rise to the claim for relief, including the negotiation and execution of the Lease Documents.

**COUNT ONE**

***Breach of Contract: Group 1 Plaintiffs v. Defendants***

73. The Plaintiffs reallege and restate Paragraphs 1 through 72 as if fully rewritten and incorporate the same herein by reference.

74. The Orders of Payment are valid and subsisting contracts between the Group 1 Plaintiffs and Defendants.

75. Group 1 Plaintiffs have performed all of their obligations under the Orders of Payment as required.

76. Defendants, pursuant to the Orders of Payment, had 120 days to tender the OOP Payment to Group 1 Plaintiffs or surrender the leases due to the existence of a timely identified and uncured title defect. Defendants did not tender the OOP Payment to Group 1 Plaintiffs or surrender Group 1 Plaintiffs' leases within this 120 day period, thus breaching the Orders of Payment.

77. Group 1 Plaintiffs provided written notice to Defendants of this breach, thus triggering the requirement that Defendants tender the OOP Payment to Group 1 Plaintiffs within 30 days of

receipt thereof. Defendants breached this requirement by failing to tender the OOP Payment to Group 1 Plaintiffs as required by the Orders of Payment.

78. By breaching the Orders of Payment, the Defendants have caused damages to the Group 1 Plaintiffs. The Group 1 Plaintiffs are each entitled to compensatory damages in an amount to be determined at trial in excess of \$25,000.00.

### **COUNT TWO**

#### ***Breach of Contract: Group 2 Plaintiffs v. Defendants***

79. The Plaintiffs reallege and restate Paragraphs 1 through 78 as if fully rewritten and incorporate the same herein by reference.

80. The Orders of Payment are valid and subsisting contracts between the Group 2 Plaintiffs and Defendants.

81. Group 2 Plaintiffs have performed all of their obligations under the Orders of Payment as required.

82. Defendants, pursuant to the Orders of Payment, had 120 days to tender the OOP Payment to Group 2 Plaintiffs or surrender the leases due to the existence of a timely identified and uncured title defect. Defendants did not tender the OOP Payment to Group 2 Plaintiffs or surrender Group 2 Plaintiffs' leases within this 120 day period, thus breaching the Order of Payment.

83. Group 2 Plaintiffs provided written notice to Defendants of this breach, thus triggering the requirement that Defendants tender the OOP Payment to Group 2 Plaintiffs within 30 days of receipt thereof.

84. Defendants, rather than tendering the OOP Payment to Group 2 Plaintiffs as required under the Order of Payment, untimely attempted to defect Group 2 Plaintiffs' leases after the 30 day period within which Defendants were required to tender the delinquent the OOP Payment.

85. Thereafter, Group 2 Plaintiffs, although they had no obligation to do so, cured the untimely identified title defects within the 90 day cure period.

86. Notwithstanding Group 2 Plaintiffs' full compliance with the Orders of Payment, Defendants have breached the Orders of Payment by failing to tender the OOP Payment to Group 2 Plaintiffs as required by the Orders of Payment.

87. By breaching the Order of Payment, the Defendants have caused damages to each of the Group 2 Plaintiffs. Each of the Group 2 Plaintiffs are entitled to compensatory damages in an amount to be determined at trial in excess of \$25,000.00.

### **COUNT THREE**

#### ***Breach of Contract: Group 3 Plaintiffs v. Defendants***

88. The Plaintiffs reallege and restate Paragraphs 1 through 87 as if fully rewritten and incorporate the same herein by reference.

89. The Orders of Payment are valid and subsisting contracts between the Group 3 Plaintiffs and Defendants.

90. Group 3 Plaintiffs have performed all of their obligations under the Orders of Payment as required.

91. Defendants, pursuant to the Orders of Payment, had 120 days to tender the OOP Payment to Group 3 Plaintiffs or surrender the leases due to the existence of a timely identified and uncured title defect. Defendants did not tender the OOP Payment to Group 3 Plaintiffs or surrender Group 3 Plaintiffs' leases within this 120 day period, thus breaching the Order of Payment.

92. Group 3 Plaintiffs provided written notice to Defendants of this breach, thus triggering the requirement that Defendants tender the OOP Payment to Group 3 Plaintiffs within 30 days of receipt thereof.

93. Defendants, rather than tendering the OOP Payment to Group 3 Plaintiffs as required under the Order of Payment, untimely attempted to defect Group 3 Plaintiffs' leases after the 30 day period within which Defendants were required to tender the delinquent the OOP Payment.

94. Defendants breached the Orders of Payment by failing to tender the OOP Payment to Group 3 Plaintiffs as required by the Orders of Payment and by attempting to defect Group 3 Plaintiffs' leases after the time permitted in the Order of Payment.

95. By breaching the Order of Payment, the Defendants have caused damages to each of the Group 3 Plaintiffs. Each of the Group 3 Plaintiffs are entitled to compensatory damages in an amount to be determined at trial in excess of \$25,000.00.

#### **COUNT FOUR**

##### ***Unjust Enrichment: Group 1 Plaintiffs v. Defendants***

96. The Plaintiffs reallege and restate Paragraphs 1 through 95 as if fully rewritten and incorporate the same herein by reference.

97. Group 1 Plaintiffs executed Lease Documents in favor of Defendants, and conferred upon Defendants a benefit, namely, the right to produce oil and gas from their properties.

98. Defendants were aware of this benefit and have been unjustly enriched by receiving and/or retaining this right and failing to pay the OOP Payment to Group 1 Plaintiffs for the same.

99. Defendants' receipt and/or retention of this benefit is/was unjust.

100. As a result, Defendants are liable to Group 1 Plaintiffs for said unjust enrichment and must pay to each Group 1 Plaintiff damages in an amount to be determined at trial in excess of \$25,000.000.

#### **COUNT FIVE**

##### ***Unjust Enrichment: Group 2 Plaintiffs v. Defendants***

101. The Plaintiffs reallege and restate Paragraphs 1 through 100 as if fully rewritten and incorporate the same herein by reference.

102. Group 2 Plaintiffs executed Lease Documents in favor of Defendants, and conferred upon Defendants a benefit, namely, the right to produce oil and gas from their properties.

103. Defendants were aware of this benefit and have been unjustly enriched by receiving and/or retaining this right and failing to pay the OOP Payment to the Group 2 Plaintiffs for the same.

104. Defendants' receipt and/or retention of this benefit is/was unjust.

105. As a result, Defendants are liable to Group 2 Plaintiffs for said unjust enrichment and must pay to each Group 2 Plaintiff damages in an amount to be determined at trial in excess of \$25,000.000 to be determined at trial.

#### **COUNT SIX**

#### ***Unjust Enrichment: Group 3 Plaintiffs v. Defendants***

106. The Plaintiffs reallege and restate Paragraphs 1 through 105 as if fully rewritten and incorporate the same herein by reference.

107. Group 3 Plaintiffs executed Lease Documents in favor of Defendants, and conferred upon Defendants a benefit, namely, the right to produce oil and gas from their properties.

108. Defendants were aware of this benefit and have been unjustly enriched by receiving and/or retaining this right and failing to pay the OOP Payment to the Group 3 Plaintiffs for the same.

109. Defendants' receipt and/or retention of this benefit is/was unjust.

110. As a result, Defendants are liable to Group 3 Plaintiffs for said unjust enrichment and must pay to each Group 3 Plaintiff damages in in an amount to be determined at trial in excess of \$25,000.000 to be determined at trial.

**COUNT SEVEN**

***Tortious Interference with Contractual Relations Against AEU/AEP***

111. The Plaintiffs reallege and restate Paragraphs 1 through 110 as if fully rewritten and incorporate the same herein by reference.

112. Contracts existed between the Plaintiffs and GRE in the form of the Lease Documents and/or Orders of Payment attached hereto and incorporated herein as Exhibits 1- 35.

113. AEU/AEP was aware of the existence of the contracts between the Plaintiffs and GRE.

114. AEU/AEP intentionally procured the breach of Plaintiffs' contracts by GRE when it instructed GRE not to pay the Plaintiffs the OOP Payments despite GRE's contractual obligation to tender the OOP Payments to Plaintiffs in accordance with the contracts.

115. AEU/AEP lacks any and all justification for its conduct.

116. The Plaintiffs have incurred damages as a result AEU/AEP's conduct.

117. AEU/AEP acted with malice when it instructed GRE to disregard the contractual rights of the Plaintiffs under the Orders of Payment.

118. AEU/AEP, as a result of their tortious conduct, have caused damages to the Plaintiffs. The Plaintiffs are entitled to compensatory damages in an amount in excess of \$25,000.00 to be determined at trial, as well as punitive damages in an amount to be determined at trial and attorney fees.

**COUNT EIGHT**

***Declaratory Relief Pursuant to O.R.C. § 2721.02, et seq.***

119. The Plaintiffs reallege and restate Paragraphs 1 through 118 as if fully rewritten and incorporate the same herein by reference.

120. The Defendants failed to tender the OOP Payment to Plaintiffs or surrender Plaintiffs' leases within the 120 day period provided for in the Order of Payment. As a result, the

Defendants are contractually obligated to tender the OOP Payment identified in the Plaintiffs' Orders of Payment.

121. Despite this clear requirement, the Defendants have refused to tender said OOP Payments to Plaintiffs.

122. There exists a real and justiciable controversy between the Plaintiffs and the Defendants concerning the Defendants' payment obligations as stated in Plaintiffs' Orders of Payment. Speedy relief is necessary in order to preserve the rights of the parties which may otherwise be impaired or lost. The declaratory judgment sought will settle the controversy between the parties.

123. The Plaintiffs request declaratory judgment that the Defendants are required to immediately tender the OOP Payments as identified in the Plaintiffs' Orders of Payment because the Defendants failed to timely surrender the Plaintiffs' Oil and Gas Leases, received written notification of non-payment by Plaintiffs in accordance with the Orders of Payment, and have failed to make the OOP Payments that are due and owing.

**COUNT NINE**  
***Interpleader***

124. The Plaintiffs reallege and restate Paragraphs 1 through 123 as if fully rewritten and incorporate the same herein by reference.

125. In connection with the Lease Negotiation Group, of which Plaintiffs are members, GRE has made payments in the amount \$221,160.66 of attorney fees which do not appear to be in accord with any Order of Payment (the "Disputed Funds"). The Disputed Funds are currently being held in trust.

126. Without taking the Disputed Funds into consideration, GRE still owes OOP Payments to the Plaintiffs in the total amount of \$9,239,922.27.

127. GRE has requested the Disputed Funds be returned to it notwithstanding that it is in breach of the Orders of Payment and remains obligated to pay the Plaintiffs' OOP Payments in the total amount of \$9,239,922.27.

128. The Plaintiffs herein assert that the Disputed Funds should be applied to the OOP Payments and therefore have a claim to the Disputed Funds.

129. Therefore, the Plaintiffs respectfully request that this Court permit the Disputed Funds to be deposited with the Court so that determination may be made by this Court relative to the disposition of the Disputed Funds. A separate Motion will be filed simultaneously herewith requesting deposit of the Disputed Funds with the Court so the Court may determine whether the Disputed Funds should be credited toward the outstanding OOP Payments in the total amount of \$9,239,922.27.

WHEREFORE, the Plaintiffs demand as follows:

a. That the Court award compensatory damages in favor of each Plaintiff in an amount to be determined at trial which is not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for Counts One through Six against Defendants.

b. That the Court award compensatory damages in favor of each Plaintiff in an amount to be determined at trial which is not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), punitive damages in an amount to be determined at trial, and attorney fees for Count Seven against AEU/AEP.

c. That the Court enter declaratory judgment in favor of the Plaintiffs stating the Defendants are required to tender the OOP Payments as identified in the Plaintiffs' contracts because the Defendants failed to timely surrender the Plaintiffs' Oil and Gas Leases, received written

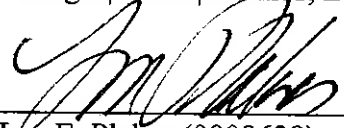
notification of non-payment by Plaintiffs in accordance with the Orders of Payment, and have improperly withheld the Plaintiffs' OOP Payments that are due and owing.

d. That the Court grant the Plaintiffs' request for Interpleader as stated in Count Eight and order the Disputed Funds be deposited with the Court so the Court may determine whether the Disputed Funds should be credited toward the outstanding OOP Payments in the total amount of \$9,239,922.27.

e. On each and every Count that the Court award attorney fees, costs, and other such relief as the Court deems equitable, proper and just.

DATED: June 5, 2015

Tzangas|Plakas|Mannos, Ltd.



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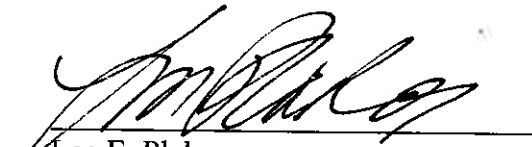
FILED  
IN COMMON PLEAS COURT  
JEFFERSON COUNTY OHIO  
  
JUN 05 2015  
  
JOHN A. CORRIGAN  
CLERK

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IN COMMON PLEAS COURT  
JEFFERSON COUNTY OHIO  
  
JUN 04 2015  
  
JOHN A. CORRIGAN  
CLERK

*Counsel for Plaintiffs*

**INSTRUCTIONS TO THE CLERK**

Please serve a copy of the Complaint to each of the Defendants listed in the caption above via US Certified Mail.

  
Lee E. Plakas