

U.S. DISTRICT COURT  
DISTRICT OF VERMONT  
FILED

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF VERMONT

2015 JUL 21 PM 4:06

OVER & UNDER PIPING CONTRACTORS, INC., )

CLERK  
BY RC  
DEPUTY CLERK

Plaintiff, )

Civil Action No. 2:15-cv-169

v. )

VERMONT GAS SYSTEMS, INC. )

Defendant. )

**COMPLAINT**

The Plaintiff herein, by and through its attorneys, Kenlan, Schwiebert, Facey & Goss, P.C., complains of the Defendant above named, and alleges:

**JURISDICTION AND VENUE**

1. Plaintiff, Over & Under Piping Contractors, Inc., is and at all times herein was a New York Corporation with a principal place of business located at 7285 Mutton Hill Road, Auburn, New York

2. Defendant, Vermont Gas Systems, Inc., is and at all times herein was a Vermont Corporation with a principal place of business located at 85 Swift Street, South Burlington, Vermont 05403

3. Jurisdiction is based diversity of citizenship, pursuant to 28 USC §§ 1332(a)(2), 1441 and 1446 and the fact that the amounts in controversy exceed the sum of \$75,000.00 exclusive of costs.

4. This is an action for breach of contract, additional work, quantum meruit, unjust enrichment, wrongful termination, an account stated, breach of covenant of good faith and fair

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dealing, willful concealment, detrimental reliance, violation of Vermont's Prompt Pay Act (9 V.S.A. §4001, et seq.) and action to perfect liens.

5. Venue is based upon Defendant's residence and principal place of business at 85 Swift Street, South Burlington, Vermont 05403.

6. Plaintiff operates a Pipeline construction business and has contracted with the Defendant for numerous projects over a course of approximately 30 business years.

7. That on or about the fourth day of December 2013, Plaintiff bid on a project to be awarded by Defendant known as the Addison Natural Gas Project ("ANGP") as set forth in bid documents issued by Defendant with a bid date of December 4, 2013 and a starting date for work of February 10, 2014.

8. Defendant delayed the awarding of bids.

9. The ANGP project as let out for bid was for the construction of a natural gas pipeline from Colchester, Vermont to Middlebury, Vermont approximately 42 miles in length.

10. On February 13, 2014 Defendant conducted a pre-award meeting at which time Defendant gave its verbal commitment to Plaintiff to issue the contract by February 21, 2014.

11. On April 24, 2014, Plaintiff received its Letter of Intent from Defendant advising that Defendant intended to issue a formal contract document for Plaintiff on or about the 7<sup>th</sup> of May, 2014, almost two months after the date given by Defendant in the bid documents for the start of work.

12. Defendant issued its Letter of Intent which set forth June 2, 2014 as start-date for commencement of the work. The letter stated "Based on this Letter of Intent, please plan on an anticipated ground breaking date of Monday June 2, 2014".

13. In reliance upon Defendant's Letter of Intent, and for the specific purpose of having equipment on site for the start date to lay pipe, Plaintiff placed an order for a Tesmec M5 rock

trencher on April 30, 2014 for the amount of \$1,200,000. The trencher was delivered to the site on June 6, 2014 for the purpose of performing the ANGP project.

14. In reliance upon Defendant's Letter of Intent, Plaintiff also purchased tools and equipment needed for the project in the amount in excess of \$250,000.

15. Despite the good-faith efforts of Plaintiff, in requesting same, Plaintiff did not receive the proposed contract until May 23, 2014 when Plaintiff finally received a draft of contract documents and a list and schedule of pricing including over 750 pages of text plus supporting documents such as permits which had to be reviewed. These documents contained extensive, material changes from the bid documents which were not highlighted or otherwise identified to Plaintiff as being changes from the bid documents and which required substantial review and negotiation as to which the parties did not ultimately agree.

16. Although Plaintiff had advised Defendant at least as early as January 2014 of the importance of having the Williston pipe yard, which was necessary for the concrete coating of pipe, completed as soon as possible, it was told by the Defendant that the pipe yard would not be available even as late as the first week of June, 2014.

17. At Defendant's weekly construction meeting held May 28, 2014, Defendant advised that required permits were not expected to be issued until the week of June 2, 2014 but that no work could occur until Defendant had all Agency of Natural Resources ("ANR") and Army Corp of Engineers ("ACOE") permits. Defendant further stated that Issued For Construction Drawings ("IFC") for the mainlines and valves would not be issued until the permits have been issued. Defendant set a new target start date for the week of June 23, 2014.

18. Notwithstanding Plaintiff's desire and intent to start construction, Defendant failed to provide required rights of way, thereby delaying Plaintiff's effort to disturb dirt, failed to obtain

use of a construction yard, failed to perform concrete coating of pipe, receiving pipe, mats, road bores, etc., and delayed significantly the starting time for laying pipe.

19. Despite the good-faith efforts and requests of Plaintiff, Defendant did not provide Plaintiff with IFCs until June 24, 2014, which were then issued only for the first twelve miles of work to be performed. IFC drawings are essential for the start of construction.

20. Despite Plaintiff's requests and best efforts, Defendant failed to timely deliver required rights of way, material, and permits necessary for construction of the project and failed to provide access to disposal sites necessary for Plaintiff to start clearing and for performance of its work.

21. Defendant further delayed Plaintiff's ability to commence work by failing to approve timely submittals for joint coating thereby impacting the Project schedule delaying the performance of Plaintiff's work.

22. Defendant's further delayed the Project and delayed Plaintiff's work by other acts and omissions of Defendant.

23. As a result of the foregoing delay caused by Defendant, Plaintiff was not able to commence laying any pipe until July 21, 2014, more than five and one-half months after the February 10, 2014 starting date set forth in the bidding documents.

24. As a result of these delays caused by Defendant, Plaintiff's continuity of work was compromised resulting in lost productivity and additional expenses including but not limited to additional expenses because it had to sit idle waiting for Defendant to act, including but not limited to expenses related to labor and equipment.

25. As of November 24, 2014, Plaintiff had performed pipe installation work for the first 5.6 miles of the project, said portion of the project being by far the most difficult portions of the work including water crossings and areas containing significant amounts of rock.

26. Defendant further delayed the project and Plaintiff's work by interfering with Plaintiff's construction sequences, and procedures. That all work performed by Plaintiff was performed with the understanding that it would be invoiced and paid for by Defendant according to the schedule of values presented by Plaintiff to Defendant, which Defendant accepted and retained without objection.

27. Defendant terminated Plaintiff's work without due cause.

28. Plaintiff has invoiced Defendant pursuant to statements 1-12, all of which were statements based upon schedule of values as provided to Defendant, and to which Defendant never objected.

29. Statements 1-9 were paid by Defendant in accordance with the schedule of values.

30. However, Defendant has failed and refused to pay the remainder of the statements, despite several demands from Plaintiff.

**AS AND FOR A FIRST CAUSE OF ACTION**

**Breach of Contract on Accepted Bid**

31. Plaintiff repeats and realleges paragraphs 1-30 of the Complaint as if more fully set forth at length herein.

32. Plaintiff has done substantial work on Defendant's behalf and at Defendant's request in reliance upon the accepted bid and Letter of Intent.

33. Plaintiff's actions have substantially benefitted Defendant.

34. Defendant has wrongfully and unjustly failed to pay Plaintiff for work performed pursuant to statements 10, 11, and 12, in the total amount of \$8,437,599.60 plus interest and finance charges in the amount of one and one-half percent as set forth in Plaintiff's statements.

**AS AND FOR A SECOND CAUSE OF ACTION**

**Additional Work**

35. Plaintiff repeats and realleges paragraphs 1-34 of the Complaint as if more fully set forth at length herein.

36. Plaintiff had performed additional work pursuant to changes made in the contract or which arose as a result of unforeseen conditions.

37. Defendant was informed of such changes and expressly or impliedly approved such changes, including by the signing of many daily sheets by Defendant's inspectors.

38. Defendant has wrongfully failed to pay Plaintiff in excess of \$951,000 for numerous changes made in the contract work for which Plaintiff had submitted requests for change orders. Plaintiff submitted daily work sheets with its requests for change orders, many of which had been signed by Defendant's inspectors. Defendant retained Plaintiff's requests for change orders without objection until 2015. By reason of the foregoing, Defendant is indebted in any amount in excess of \$951,000 for changed and additional work performed by Plaintiff.

### **AS AND FOR A THIRD CAUSE OF ACTION**

#### **Quantum Meruit**

39. Plaintiff repeats and realleges paragraphs 1-38 of the Complaint as if more fully set forth at length herein.

40. Plaintiff performed work for Defendant based upon assurances and representations of Defendant.

41. Plaintiff performed work for Defendant in the good faith belief that the parties had entered into an agreement for Plaintiff to perform work for the Defendant.

42. Defendant has received and retained the benefit of Plaintiff's labor, material, and equipment having a reasonable and agreed upon value of not less than \$11,200,000 dollars, including the increased costs and value for additional labor, materials, and equipment required by reason of Defendant's delay.

**AS AND FOR A FOURTH CAUSE OF ACTION**

**Unjust Enrichment**

43. Plaintiff repeats and realleges paragraphs 1-42 of the Complaint as if more fully set forth at length herein.

44. The labor, equipment, services, and material provided by Plaintiff at the direction of Defendant benefited Defendant and were used and incorporated into Defendant's ANGP Project.

45. Despite due demand, Defendant has refused to pay the value for the labor, equipment, services, and material that Plaintiff provided to the project.

46. Retention of the benefit provided by Plaintiff to Defendant without compensation unfairly benefits Defendant to the detriment of Plaintiff.

47. By reason of the foregoing, Defendant has been unjustly enriched, and Plaintiff has been damaged in an amount not less than \$11,200,000.

**AS AND FOR A FIFTH CAUSE OF ACTION**

**Action on Account Stated**

48. Plaintiff repeats and realleges paragraphs 1-47 of the Complaint as if more fully set forth at length herein.

49. Plaintiff submitted statements and change order requests to Defendant. Defendant accepted and retained Plaintiff's statements 10, 11, and 12 and change order requests 1-61 without objection, thereby creating an account stated of monies due.

50. By reason of the foregoing, Plaintiff has been damaged in an amount not less than \$11,200,000.

**AS AND FOR A SIXTH CAUSE OF ACTION**

**Breach of Covenant of Good Faith and Fair Dealing**

51. Plaintiff repeats and realleges paragraphs 1-50 of the Complaint as if more fully set forth at length herein.

52. Every contract has with it the implied covenant of good faith and fair dealing.

53. By performing under the terms of the bidding process, promises by Defendant and other assurances, Plaintiff has performed all of its duties in good faith and for the benefit of the Defendant.

54. Defendant has failed to act in good faith and with fair dealing by having Plaintiff perform work and refusing to pay for same.

55. Defendant has failed to act in good faith by interfering with Plaintiff's performance of its work.

56. Defendant failed to act in good faith by failing to have a pipe yard available for Plaintiff for the staging of activities necessary for the laying of pipe including but not limited to the concrete coating of pipe until June 23, 2014, long after it was requested by Plaintiff and long after the date on which the pipe yard should have been made available to Plaintiff.

57. Defendant further failed to act in good faith by failing to obtain ANR and ACOE permits necessary for the laying of pipe until June 23, 2014, long after the original start dates for construction.

58. As a result of Defendant's failure to act in good faith, Plaintiff was delayed in the performance of its work, its continuity of work was disrupted resulting in lost productivity, and Plaintiff incurred additional costs and expenses above and beyond those necessary for the performance of its scope of work.

59. Defendant prevented Plaintiff from completing the work upon which Plaintiff bid and wrongfully terminated Plaintiff from the project, thereby depriving Plaintiff of profits lost on the uncompleted portion of the Project work, which it was rightfully entitled.

**AS AND FOR A SEVENTH CAUSE OF ACTION**

**Willful Concealment**

60. Plaintiff repeats and realleges paragraphs 1-59 of the Complaint as if more fully set forth at length herein.

61. By correspondence including but not limited to Plaintiff's letter to Defendant dated January 20, 2014, Plaintiff expressly advised Defendant of the importance of building the Williston pipe yard to serve purposes including but not limited to an area to stage the pipe prior to pipe laying activities. Plaintiff had previously expressed to Defendant at a meeting the importance of being able to build the pipe yard as soon as possible.

62. Plaintiff relied upon the availability of the pipe yard in scheduling its project work so that it could be performed in the most efficient manner and in foregoing other construction work based upon its project schedule.

63. Plaintiff relied upon its communications with Defendant and their long-standing relationship of trust and confidence in believing that the pipe yard would be made timely available to Plaintiff.

64. Unbeknownst to Plaintiff, the Williston pipe yard was under lease to Target through on or about June 21, 2014, and not available to Plaintiff for construction activities as planned.

65. Unbeknownst to Plaintiff, the date given by Defendant for occupancy of the pipe yard, and upon which Plaintiff relied was impossible of being performed.

66. Defendant had knowledge that timely use of the pipe yard was of material importance to Plaintiff, that the facts of its unavailability were unknown to Plaintiff and not within reach of its diligent attention, observation, and judgment, but wrongfully failed to disclose such

information to Plaintiff, thereby causing Plaintiff damages, excess costs in performing the work and lost business opportunity.

**AS AND FOR AN EIGHTH CAUSE OF ACTION**

**Detrimental Reliance**

67. Plaintiff repeats and realleges paragraphs 1-66 of the Complaint as if more fully set forth at length herein.

68. Plaintiff relied upon promises and assurances made by Defendant in purchasing equipment, hiring employees and readying the company to perform the work.

69. Plaintiff did not take other available work due to Plaintiff's reliance upon the promises and assurances of the Defendant.

70. Plaintiff performed the work for the Defendant in reliance upon promises and assurances made by Defendant and in reliance of being paid for such work.

71. Defendant has refused and failed to pay Plaintiff.

**AS AND FOR A NINTH CAUSE OF ACTION**

**Violation of 9 V.S.A. Chapter 103**

72. Plaintiff repeats and realleges paragraphs 1-71 of the Complaint as if more fully set forth at length herein.

73. Plaintiff is a contractor pursuant to 9 V.S.A. §4001(1).

74. Defendant is an owner pursuant to 9 V.S.A. §4001(3).

75. Plaintiff performed work on Defendant's property pursuant to a construction contract as defined by 9 V.S.A. §4001(5).

76. 9 V.S.A. Chapter 102 applies to the construction contract between the Plaintiff and Defendant.

77. 9 V.S.A. §4002 provides that Defendant shall pay Plaintiff strictly in accordance with the terms of the Contract. If the Contract does not specify payment terms, Contractor is entitled to statement the owner for progress payments and to submit a final statement upon completion of work.

78. Defendant was required to pay Plaintiff the amount due upon the completion of the work. 9 V.S.A. §4002.

79. Plaintiff submitted requests for progress payments and has not been paid for same. Plaintiff performed the project work until it was terminated by Defendant in November, 2014.

80. Defendant has failed and refused to pay the amount due within the time required.

81. Plaintiff is entitled to one percent (1%) interest per month on the outstanding balance owed by Defendant pursuant to 9 V.S.A. §4002(d).

82. Plaintiff is entitled to a one percent (1%) interest penalty per month on the outstanding balance owed by Defendant pursuant to 9 V.S.A. §4007(b).

83. Plaintiff is entitled to attorneys fees and the cost of collection from Defendant pursuant to 9 V.S.A. §4007(c).

#### **AS AND FOR A TENTH CAUSE OF ACTION**

##### **Perfection of Liens**

84. Plaintiff repeats and realleges paragraphs 1-83 of the Complaint as if more fully set forth at length herein.

85. Plaintiff filed fifteen mechanic's liens pursuant to 9 V.S.A. Chap. 51.

86. Plaintiff filed such liens against Defendant with respect to a limited amount of services and materials provided to Defendant in connection with the Project which had become due within 180 days prior to the filing of such liens.

87. Such liens were filed solely on such amounts as had become due within 180 days prior to the filing of such liens and not for the total amounts due and payable to Plaintiff, while expressly reserving its claims to all other amounts due.

88. Plaintiff seeks to perfect such liens in accordance with 9 V.S.A. Chap. 51.

### **JURY DEMAND**

89. Plaintiff hereby requests a trial by jury of all issues so triable.

WHEREFORE, Plaintiff respectfully requests that the Court enter Judgment against Defendant by:

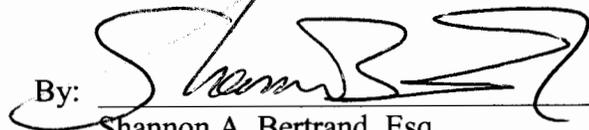
- a) Awarding damages and restitution to Plaintiff in an amount to be determined at trial, but not less than \$11,200,000, with interest;
- b) Awarding to Plaintiff its costs, disbursements and attorneys' fees; and
- c) Awarding such other and further relief as the Court finds just and proper.
- d) Award to Plaintiff additional compensatory and consequential damages for wrongful termination and willful concealment including but not limited to lost profits on the uncompleted portion of the work and lost business opportunity;
- e) Attach the Property described herein pursuant to 9 V.S.A. §1924;
- f) Award to Plaintiff all payment amounts due plus interest and finance charges which Plaintiff is entitled to;
- g) Award to Plaintiff interest as set forth under 9 V.S.A. §4002 on all amounts due;
- h) Award to Plaintiff penalties as set forth under 9 V.S.A. §4007(b) on all amounts due;

i) Award to Plaintiff reasonable attorney's fees, disbursements and costs of this action pursuant to the Contract and 9 V.S.A. §4007(c);

Date: July 21, 2015

KENLAN, SCHWIEBERT, FACEY & GOSS, P.C.

By:



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*Pro Hac Vice* to be submitted  
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JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 OVER & UNDER PIPING CONTRACTORS, INC.  
 (b) County of Residence of First Listed Plaintiff Cayuga (NY)  
 (EXCEPT IN U.S. PLAINTIFF CASES)  
 (c) Attorneys (Firm Name, Address, and Telephone Number)  
 Shannon A. Bertrand, Esq., of Kenlan Schwiebert Facey & Goss, P.C.  
 P. O. Box 578, Rutland, Vermont 05702-0578  
 Telephone: (802) 773-3300

**DEFENDANTS**  
 VERMONT GAS SYSTEMS, INC.  
 County of Residence of First Listed Defendant Chittenden  
 (IN U.S. PLAINTIFF CASES ONLY)  
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.  
 Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)  
 1 U.S. Government Plaintiff  
 2 U.S. Government Defendant  
 3 Federal Question (U.S. Government Not a Party)  
 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
 (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)  
 1 Original Proceeding  
 2 Removed from State Court  
 3 Remanded from Appellate Court  
 4 Reinstated or Reopened  
 5 Transferred from Another District (specify)  
 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**  
 Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC §§ 1332  
 Brief description of cause:  
breach of contract and collection action arising from construction of natural gas pipeline

**VII. REQUESTED IN COMPLAINT:**  
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.  
**DEMAND \$** 11,200,000.00  
**CHECK YES only if demanded in complaint:**  
**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):  
 JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 07/21/2015  
 SIGNATURE OF ATTORNEY OF RECORD  
Shannon Bertrand

**FOR OFFICE USE ONLY**  
 RECEIPT # 4056 AMOUNT \$400 APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE JOHN CONROY

LR 73 Forms + SUMMONS I 95

2:15-cv-169 jmc