

(“Fairway Resources”); Fairway Resources Partners, LP (“Fairway Resources Partners”); Fairway Resources GP, LLC, a wholly-owned subsidiary of Goldman Sachs (“Fairway Resources GP”); and Fairway Resources Operating, LLC (“Fairway Resources Operating”) (collectively, “Defendants”), and for cause of action would respectfully show this Court as follows:

I.
DISCOVERY CONTROL PLAN

1. Plaintiffs request that discovery in this action be conducted under Level 3, as provided by TEX. R. CIV. P. 190.4.

II.
AMOUNT IN CONTROVERSY

2. As required under TEX. R. CIV. P. 47, Plaintiffs state that they seek monetary relief over \$1,000,000.

III.
PARTIES

3. Cody Murray is an individual residing in Perrin, Jack County, Texas. The last three digits of Cody’s social security number are 991, and the last three digits of his Texas driver license number are 263. Cody may be served by serving the undersigned attorney of record.

4. Ashley Murray, individually and as next friend of A.M., a minor, is an individual residing in Perrin, Jack County, Texas. The last three digits of Ashley’s social security number are 363, and the last three digits of her Texas driver license number are 049. Ashley may be served by serving the undersigned attorney of record.

5. Jim Murray is an individual residing in Perrin, Jack County, Texas. The last three digits of Jim’s social security number are 931, and the last three digits of his Texas driver license number are 789. Jim may be served by serving the undersigned attorney of record.

6. Defendant EOG Resources, Inc. is a foreign corporation authorized to do business in the State of Texas and may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

7. Defendant Fairway Resources, LLC is Texas limited liability company doing business in the State of Texas and may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

8. Defendant Fairway Resources Partners, LP is Texas limited liability company doing business in the State of Texas and may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

9. Defendant Fairway Resources GP, LLC, a wholly-owned subsidiary of Goldman Sachs, is a foreign limited liability company authorized to do business in the State of Texas. Defendant Fairway Resources GP, LLC, a wholly-owned subsidiary of Goldman Sachs, may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

10. Defendant Fairway Resources Operating, LLC is a foreign limited liability company authorized to do business in the State of Texas. Defendant Fairway Resources Operating, LLC may be served with process by serving its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

IV. CONDITIONS PRECEDENT

11. All conditions precedent have been performed or have occurred.

V. JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction because the amount in controversy

exceeds the minimum jurisdictional limits of Dallas County Courts at Law.

13. This Court has personal jurisdiction over EOG Resources, Inc. because EOG purposely availed itself of the privileges and benefits of conducting business in Texas, its primary place of business is located in Texas, and it committed torts, which are the subject of this suit, in whole or in part in Texas.

14. This court has personal jurisdiction over Fairway Resources because Fairway Resources is a Texas resident.

15. This Court has personal jurisdiction over Fairway Resources Partners because Fairway Resources Partners is a Texas resident.

16. This Court has personal jurisdiction over Fairway Resources GP because Fairway Resources GP purposely availed itself of the privileges and benefits of conducting business in Texas, its primary place of business is located in Dallas, Dallas County, Texas, and it committed torts, which are the subject of this suit, in whole or in part in Texas.

17. This Court has personal jurisdiction over Fairway Resources Operating because Fairway Resources Operating purposely availed itself of the privileges and benefits of conducting business in Texas, its primary place of business is located in Dallas, Dallas County, Texas, and it committed torts, which are the subject of this suit, in whole or in part in Texas.

18. Venue is proper in Dallas County, Texas, because Defendant Fairway Resources GP maintains its principal office in Dallas County, Texas.

VI. STATEMENT OF FACTS

19. Cody and Ashley Murray and their two young children live on approximately 160 acres in Perrin, Texas, a small, unincorporated community. The Murrays use the land to grow crops and raise livestock. The Murrays have a private water well, which is housed in an enclosed

pump house, on their property. This water well served as their personal water supply for all domestic and agricultural water uses, until the events giving rise to this litigation occurred.

20. On or about August 2, 2014, Ashley was filling a cattle trough to provide water for the Murrays' cattle on their property. Ashley put the water hose in the trough and turned the water on in the pump house. When she returned approximately forty-five minutes later to check the progress of the cattle trough filling, Ashley noticed pressurized water spraying all over the interior of the pump house. She immediately switched the water off and went inside to get her husband, Cody.

21. Cody went out to the pump house, accompanied by his dad, Jim; his wife, Ashley; and his daughter, A.M., who was in Ashley's arms. Cody's dad, Jim, entered the doorway to the pump house and switched the water on. At the flip of the switch, Cody heard a "whooshing" sound, which he instantly recognized from his work in the oil and gas industry, and instinctively picked his father up and physically threw him back and away from the entryway to the pump house. In that instant, a giant fireball erupted from the pump house, burning Cody and Jim, who were at the entrance to the pump house, as well as Ashley and A.M., who were approximately twenty feet away.

22. Cody and A.M. were air-lifted to Parkland Hospital, while Jim was transported to Palo Pinto General Hospital. Ashley accompanied her daughter, A.M., in the air transport.

23. Cody sustained severe burns to the full circumference of his arms, his upper back, his posterior neck, his forehead, and his nose. Cody spent a week in Parkland Hospital's intensive care unit and burn unit. Even after he was discharged home, Cody's burns remained for an additional ten weeks. In addition, Cody suffered significant neurological damage in the fire, as the sensory nerves that run throughout the skin were destroyed by the burns. These

neurological deficits remain today. Cody suffers from paresthesias and extreme weakness in his hands and arms. Cody cannot drive, as he cannot gripe the steering wheel with his hands. He has been unable to return to full-time work since the explosion, and there is no indication that he will make a recovery sufficient to allow him to return to work at all.

24. Four-year-old A.M. suffered first and second degree burns to her left arm, left fingers, left knee, and left toes and first degree burns to her right cheek. Ashley had to dress A.M.'s wounds three times a day while A.M. screamed and cried in pain.

25. Jim suffered first and second degree burns to his scalp, face, and hands. Since August 2, 2014, Cody and Ashley have been unable to use their private water well and instead are having to pay to have water trucked to their home and placed in an above-ground water tank.

26. Rigorous scientific testing, including isotope testing, has conclusively demonstrated that the high-level methane contamination of the Murrays' water well resulted from natural gas drilling and extraction activities. The high levels of methane in the Murrays' well were not "naturally occurring."

27. The activities of Fairway and EOG are the only possible sources of the contamination.

28. The Railroad Commission of Texas, Oil and Gas Division, is investigating this matter. They have requested and have received information, including well chronology reports, mud logs, and density logs, from Fairway Resources Operating, LLC and EOG Resources, Inc. On June 22, 2015, the Railroad Commission issued a citation to EOG Resources, Inc. regarding discrepancies in the cementing records and the well chronology reports of well numbers 1H and 2H of the Singleton lease regarding the setting of the surface casing. Both of these wells are located approximately 1,000 feet north-northeast of the Murray water well. The Railroad

Commission's investigation is still ongoing.

VII. CAUSES OF ACTION

A. NUISANCE

29. To the extent not inconsistent herewith, Plaintiffs incorporate each of the preceding paragraphs as if fully set forth herein.

30. Cody, Ashley, and A.M. had a private interest in the land they own where they live.

31. Defendants invaded and/or interfered with Cody's, Ashley's, and A.M.'s interest in the private use and/or enjoyment of their land by allowing natural gas to flow into the Murrays' land and into their well water, leading to an explosion that caused serious personal injury to Cody, Ashley, A.M., and Jim, as well as significant financial harm to Cody and Ashley.

32. Defendants' conduct resulted in a condition that substantially interfered with Cody's, Ashley's, and A.M.'s private use and enjoyment of their land.

33. The nuisance caused serious and severe injuries to Cody, Ashley, and A.M., and to their land. Cody's injuries and/or damages include, but are not limited to, the following: actual damages, including past and future medical, pharmaceutical, care, life care, therapy, and treatment expenses; past and future lost earning capacity; past and future lost income and employee benefits; past and future pain and suffering; past and future mental anguish; past and future disfigurement; past and future physical impairment; past and future loss of enjoyment of life; loss of use and enjoyment of property; and loss of market value of property. Ashley's injuries and/or damages, individually and/or on behalf of A.M., include, but are not limited to, the following: actual damages, including past medical, pharmaceutical, care, and treatment expenses; past and pain and suffering; past and future mental anguish; past and future loss of

household services; past and future loss of consortium; past and future disfigurement; and past and future loss of services and reasonable contributions.

B. TRESPASS TO REAL PROPERTY

34. To the extent not inconsistent herewith, Plaintiffs incorporate each of the preceding paragraphs as if fully set forth herein.

35. Cody, Ashley, and A.M. owned or had a lawful right to possess their real property homestead.

36. Defendants entered Cody and Ashley's land by allowing their natural gas to infiltrate Cody and Ashley's water well, and this entry was physical, intentional, deliberate, willful, and voluntary. Defendants' trespass caused injury to Cody and Ashley's right of possession of their land. Cody's injuries and/or damages include, but are not limited to, the following: actual damages, including past and future medical, pharmaceutical, care, life care, therapy, and treatment expenses; past and future lost earning capacity; past and future lost income and employee benefits; past and future pain and suffering; past and future mental anguish; past and future disfigurement; past and future physical impairment; past and future loss of enjoyment of life; loss of use and enjoyment of property; and loss of market value of property. Ashley's injuries and/or damages, individually and/or on behalf of A.M., include, but are not limited to, the following: actual damages, including past medical, pharmaceutical, care, and treatment expenses; past and pain and suffering; past and future mental anguish; past and future loss of household services; past and future loss of consortium; past and future disfigurement; and past and future loss of services and reasonable contributions.

C. NEGLIGENCE

37. To the extent not inconsistent herewith, Plaintiffs incorporate each of the

preceding paragraphs as if fully set forth herein.

38. Defendants owed a duty to Cody, Ashley, A.M., and Jim not to contaminate Cody and Ashley's private water well with natural gas and other harmful contaminants.

39. Defendants breached this duty by contaminating Cody and Ashley's private water well with natural gas and other harmful contaminants.

40. Defendants' breached proximately caused Plaintiffs' injuries when Cody and Ashley's water well exploded in a flash fire. Cody's injuries and/or damages include, but are not limited to, the following: actual damages, including past and future medical, pharmaceutical, care, life care, therapy, and treatment expenses; past and future lost earning capacity; past and future lost income and employee benefits; past and future pain and suffering; past and future mental anguish; past and future disfigurement; past and future physical impairment; past and future loss of enjoyment of life; loss of use and enjoyment of property; and loss of market value of property. Ashley's injuries and/or damages, individually and/or on behalf of A.M., include, but are not limited to, the following: actual damages, including past medical, pharmaceutical, care, and treatment expenses; past and pain and suffering; past and future mental anguish; past and future loss of household services; past and future loss of consortium; past and future disfigurement; and past and future loss of services and reasonable contributions. Jim's injuries and/or damages include, but are not limited to, the following: actual damages, including past medical, pharmaceutical, care, and treatment expenses; past lost earning capacity; past lost income and employee benefits; past pain and suffering; past and future mental anguish; past and future loss of household services; past and future disfigurement; past physical impairment; and past and future loss of services and reasonable contributions.

VIII. DAMAGES

41. To the extent not inconsistent herewith, Plaintiffs incorporate each of the preceding paragraphs as if fully set forth herein.

42. As a direct and proximate result of the acts and/or omissions of the Defendants as set forth above, Defendants jointly and severally caused damages to Cody, Ashley, A.M., and Jim. Cody's injuries and/or damages include, but are not limited to, the following: actual damages, including past and future medical, pharmaceutical, care, life care, therapy, and treatment expenses; past and future lost earning capacity; past and future lost income and employee benefits; past and future pain and suffering; past and future mental anguish; past and future disfigurement; past and future physical impairment; past and future loss of enjoyment of life; loss of use and enjoyment of property; and loss of market value of property. Ashley's injuries and/or damages, individually and/or on behalf of A.M., include, but are not limited to, the following: actual damages, including past medical, pharmaceutical, care, and treatment expenses; past and pain and suffering; past and future mental anguish; past and future loss of household services; past and future loss of consortium; past and future disfigurement; and past and future loss of services and reasonable contributions. Jim's injuries and/or damages include, but are not limited to, the following: actual damages, including past medical, pharmaceutical, care, and treatment expenses; past lost earning capacity; past lost income and employee benefits; past pain and suffering; past and future mental anguish; past and future loss of household services; past and future disfigurement; past physical impairment; and past and future loss of services and reasonable contributions.

**IX.
EXEMPLARY DAMAGES**

43. To the extent not inconsistent herewith, Plaintiffs incorporate each of the foregoing paragraphs by reference, as if set forth fully herein.

44. The acts and/or omissions of Defendants, when viewed objectively from the standpoint of Defendants at the time of the occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, including Plaintiffs. Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others. The acts or omissions of Defendants constitute gross negligence, as that term is defined in Texas Civil Practice and Remedies Code section 41.001(11).

45. The grossly negligent acts and/or omissions of Defendants were a proximate cause of actual damages to Plaintiffs in an amount within the jurisdictional limits of this Court, for which Plaintiffs seek judgment.

46. Plaintiffs' injuries resulted from Defendants' gross negligence, which entitles Plaintiffs to exemplary damages under Texas Civil Practice and Remedies Code section 41.003(a).

**X.
REQUEST FOR JURY TRIAL**

47. Plaintiffs request a trial by jury.

**XI.
REQUEST FOR DISCLOSURE**

48. Under Texas Rule of Civil Procedure 194, Plaintiffs request that each Defendant disclose, within fifty days of service of this request, the information and material described in Rule 194.2.

XII.
PRAYER

Plaintiffs requests that the Defendants be cited to appear and answer, and that on final trial Plaintiffs have judgment, jointly and severely against the Defendants for:

- a. Actual and compensatory damages, with interest from accrual to judgment;
- b. Past and future medical, care, life care, therapy, treatment, and pharmaceutical expenses;
- c. Past and future pain and suffering;
- d. Past and future mental anguish;
- e. Past and future loss of consortium;
- f. Past and future disfigurement;
- g. Past and future physical impairment;
- h. Past and future lost income and employee benefits;
- i. Past and future lost earning capacity;
- j. Past and future loss of household services;
- k. Past and future loss of services and reasonable contributions;
- l. Other economic damages, including but not limited to out-of-pocket damages;
- m. Other non-economic damages;
- n. Punitive and exemplary damages;
- o. Costs of court;
- p. Pre-judgment and post-judgment interest at the maximum rate allowable by law; and
- q. All such other and further relief to which Plaintiff may justly be entitled, at law or in equity.

Respectfully submitted,

/s/ Christopher S. Hamilton

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