

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

(1) STRIKE, LLC,)
)
Plaintiff,)
)
v.)
)
(1) SANDY CREEK FARMS, INC.,)
(2) STEVE BARRINGTON,)
(3) JOHN DOE #1,)
(4) JOHN DOE #2,)
(5) JOHN DOE #3, and)
(6) JOHN DOE #4,)
)
Defendants.)

Case No. CIV-20-571-PRW

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Strike, LLC (the “Plaintiff” or “Strike”), for its complaint against defendants Sandy Creek Farms, Inc. (“Sandy Creek”), Steve Barrington, John Doe #1, John Doe #2, John Doe #3, and John Doe #4 (collectively, the “Defendants”) alleges and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Strike, LLC is a limited liability company, whose sole member is Strike Capital, LLC.
2. Strike Capital, LLC is a limited liability company. The members of Strike Capital, LLC are: (i) OEP Strike LLC, and (ii) other non-majority private equity owners of the common units of Strike Capital, LLC whose identities are considered confidential, proprietary information.

3. OEP Strike LLC is a limited liability company, whose members include two limited partnerships. The limited partnerships are private equity funds and the identities of their limited partners are considered confidential, proprietary information.

4. While the identity of the individual private equity investors is considered confidential, proprietary information, statements obtained from an authorized representative for OEP Strike LLC reflect that individuals are citizens of the following states and continue to hold equity in in OEP Strike LLC as of this date: Alaska; Arizona; California; Colorado; Connecticut; Florida; Georgia; Illinois; Iowa; Kentucky; Maryland; Massachusetts; Michigan; Minnesota; Missouri; New Hampshire; New Jersey; New York; North Carolina; Ohio; South Dakota; Texas; Virginia. *See* the Declaration of Rhonda Sigman, attached hereto as Ex. 1.

5. Sandy Creek is an Oklahoma corporation, with its principal place of business in Oklahoma.

6. On information and belief, Steve Barrington, John Doe #1, John Doe #2, John Doe #3, and John Doe #4 are residents of Grady County, Oklahoma.

7. The Court has jurisdiction over this civil action under 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between the parties and the amount of controversy exceeds \$75,000.

8. Venue is proper in this district under 28 U.S.C. § 1391. The Defendants are residents of Grady County, Oklahoma. Additionally, a substantial part of the events or omissions giving rise to Strike's claims against the Defendants occurred because Strike entered into a contract with Midship Pipeline Company, LLC ("Midship") to construct a

pipeline on numerous properties, including properties owned by Sandy Creek in Grady County, Oklahoma.

GENERAL ALLEGATIONS

9. On March 19, 2018, Strike and Midship entered into a written contract (the “Agreement”). Under the terms of the Agreement, Strike is to construct a pipeline that will transport natural gas on an easement owned by Midship (the “Project”).

10. The Project is multifaceted with numerous crews (e.g., clearing crews, trenching crews, pipe laying crews, welding crews, etc.) moving from one easement to another in an efficient and organized manner to complete the Project in a timely and cost-effective manner.

11. Any issues with construction that cause delays can cost hundreds of thousands, if not millions of dollars, to not only construction companies that have extra time and labor involved, but also to midstream companies that are unable to move product until the pipeline is constructed.

12. On November 24, 2019, during construction on Sandy Creek’s property, an unused and unpressurized PVC irrigation line ruptured.

13. Strike temporarily capped the irrigation line to prevent debris from entering the line until the parts and materials to repair the line were procured.

14. On December 2, 2019, Strike procured the repair kit and pipe to repair the irrigation line, but when Strike started to repair the line it determined that specialized fittings were necessary to perform the repair.

15. Around that time, a representative of Sandy Creek inquired about the repair of the irrigation line.

16. Immediately after Strike informed the representative that Strike will have to order specialized fittings for the repair, the representative proceeded to open the valve for the line.

17. When Strike requested that the representative close the valve, the representative claimed that the valve was nonfunctional.

18. The flooding caused by the opening of the valve made the easement inaccessible to Strike, delaying Strike's completion of a portion of the Project on property owned by Sandy Creek.

19. The intentional flooding of the easement also resulted in the pipeline and the trench being filled with water and the washout of soil, which costs additional time and resources to plug and drain the pipe and restore the easement to the condition it was prior to the flooding.

20. On December 6, 2019, Strike procured the specialized fittings and repaired the irrigation line.

21. Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, realized that using the irrigation line to flood the easement was no longer an option since the line was repaired.

22. So, Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, used another means to flood the easement.

23. Between December 14 and December 22, 2019, Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, flooded the easement on two additional occasions by pumping water from a pond onto the easement.

24. Strike simply wanted to complete the Project on the property owned by Sandy Creek to fulfill its obligations under the Agreement, but it realized that it needed to take action to prevent the flooding, or the amount of time and expense to complete the Project would continue to increase.

25. Accordingly, Strike installed berms, light towers, and environmental control devices in an attempt to deter further flooding of the easement by Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity.

26. The time and expense associated with installing and/or building the deterrents would not have been necessary but for the malicious and intentional actions of Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity.

27. Although Strike took steps to mitigate the flooding, the property was inundated by millions of gallons of water that effectively submerged Strike's work area under water for months. As a result, Strike had no choice but to resequence its work in an effort to progress other portions of the right of way while Strike waited for the submerged property on Sandy Creek to dry.

28. On April 30, 2020, weeks after the planned return date, the water finally receded, and Strike returned to the property owned by Sandy Creek to complete the restoration work.

29. On May 31 or June 1, 2020, Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, used a tractor to destroy the berms and once again flooded the easement by pumping water from a pond into the easement.

30. This flooding caused damage to the restoration work completed by Strike and to Strike's equipment.

31. Once again, Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, made Strike's duties and obligations under the Agreement more burdensome and costly.

32. On or around June 4, 2020, Steve Barrington, acting on behalf of Sandy Creek or in his individual capacity, flooded the easement, causing further delay to the completion of construction on the property owned by Sandy Creek.

33. The actions by representative(s) of Sandy Creek and/or the other Defendants, individually or on behalf of Sandy Creek, have exponentially increased construction costs associated with the property owned by Sandy Creek.

34. Because of the flooding of the easement, Strike has been forced to demobilize and remobilize to and from the easement area, causing significant delays and costs.

35. Restoration that should have taken four to five weeks has now been stretched out over six months.

36. While the costs associated with the Defendants wrongful actions are difficult to ascertain with certainty at this point, Strike estimates that the additional costs incurred because of the actions of the Defendants will be millions of dollars.

37. In addition, the actions by the Defendants have forced Midship to file a motion for contempt and for temporary restraining order against Sandy Creek in the condemnation action associated with the property owned by Sandy Creek. *See* Western District of Oklahoma Case No. 5:18-cv-858-G.

CLAIM FOR RELIEF

TORTIOUS INTERFERENCE WITH A CONTRACT

38. Strike re-alleges and incorporates the allegations stated in Paragraphs 1 – 37 of this Complaint.

39. The Agreement to construct the pipeline is a contract between Strike and Midship, and at all relevant times Defendants knew or should have known that Strike was performing work on the Easement pursuant to the Agreement.

40. Sandy Creek's representative(s) and/or one the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, have interfered and continue to interfere with the Agreement by repeatedly taking actions that make performance of the Agreement more costly and burdensome.

41. Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, interference with the performance of the Agreement is intentional and malicious.

42. The actions of Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, are not justified, privileged, or excusable – the actions are simply an unlawful attempt to extort more money out of Midship and/or Strike.

43. Strike estimates that it has incurred millions of dollars of additional expense because of the additional time and labor required as a result of the improper and unlawful acts of Sandy Creek's representative(s) and/or one of the other Defendants, acting on behalf of Sandy Creek or in their individual capacity.

44. Sandy Creek's representative(s) and/or one the other Defendants, acting on behalf of Sandy Creek or in their individual capacity, acted intentionally and maliciously to interfere with the Agreement and should be legally punished to deter similar actions in the future.

REQUESTED RELIEF

WHEREFORE, Plaintiff Strike requests judgment against the Defendants as follows:

1. Damages in an amount to be determined at trial, but in excess of \$75,000, that Strike has incurred as a result of one or more the Defendants' tortious interference with the Agreement between Strike and Midship;

2. Punitive damages against one or more of the Defendants in an amount to be determined at trial; and

3. For Strike's attorneys' fees, costs, pre- and post-judgment interest, and any such other and further relief to which Strike may be entitled to receive.

Respectfully submitted,

s/Harry "Skeeter" Jordan

Evan G.E. Vincent, OBA #22325

Harry "Skeeter" Jordan, OBA #32437

CROWE & DUNLEVY, P.C.

Braniff Building

324 North Robinson Avenue, Suite 100

Oklahoma City, OK 73102-8273

(405) 235-7700

ATTORNEYS FOR PLAINTIFF STRIKE, LLC

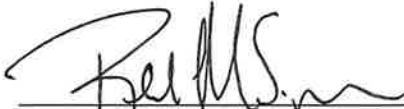
DECLARATION OF RHONDA M. SIGMAN

1. My name is Rhonda M. Sigman. I am a citizen of the United States, over 18 years of age, and qualified in all respects to make this Declaration. I make this Declaration based on my personal knowledge and review of company records.
2. I am employed as the Senior Vice President, General Counsel, and Corporate Secretary of Strike, LLC and have held this position since January 2017. Previously, I was the Vice President, Ethics & Compliance and Deputy General Counsel of Strike, LLC. I have been employed by Strike, LLC since June 2012. Based on my job duties, I am familiar with the corporate structure of Strike, LLC and its members. I have personal knowledge of the matters set forth herein, and if called to testify, would competently testify as follows.
3. Strike, LLC is a limited liability company, whose sole member is Strike Capital, LLC.
4. Strike Capital, LLC is a limited liability company. The members of Strike Capital, LLC are: (i) OEP Strike LLC, and (ii) other non-majority private equity owners of the common units of Strike Capital, LLC whose identities are considered confidential, proprietary information.
5. OEP Strike LLC is a limited liability company, whose members include two limited partnerships. The limited partnerships are private equity funds and the identities of their limited partners are considered confidential, proprietary information.
6. While the identity of the individual private equity investors is considered confidential, proprietary information, statements obtained from an authorized representative for OEP Strike LLC reflect that individuals are citizens of the following states and continue to hold equity in in OEP Strike LLC as of this date: Alaska; Arizona; California; Colorado; Connecticut; Florida; Georgia; Illinois; Iowa; Kentucky; Maryland; Massachusetts;

Michigan; Minnesota; Missouri; New Hampshire; New Jersey; New York; North Carolina;
Ohio; South Dakota; Texas; Virginia.

7. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 15th day of June, 2020.



Rhonda M. Sigman

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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

(1) Strike, LLC

(b) County of Residence of First Listed Plaintiff State of Texas (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number) Evan G.E. Vincent and Harry "Skeeter" Jordan, Crowe & Dunlevy, P.C., Braniff Bldg., #100, Oklahoma City, OK 73102; (405) 235-7700

DEFENDANTS

(1) Sandy Creek Farms, Inc. (2) Steve Barrington (3) John Doe #1 (4) John Doe #2 (5) John Doe #3 (6) John Doe #4,

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Property, etc.

V. ORIGIN

- 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, 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: Tortious Interference with a contract

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ Excess of \$75,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE Goodwin DOCKET NUMBER 5:18-cv-858-G

DATE 06/12/2020 SIGNATURE OF ATTORNEY OF RECORD s/Evan G.E. Vincent

FOR OFFICE USE ONLY RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE