

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

KENNETH W. MULLINS and
BRENDA MULLINS, his wife,

Plaintiffs,

v.

Civil Action No.: _____

ERGON APPALACHIA LLC,
successor by mergers to West Virginia Oil Gathering, LLC,
a Delaware limited liability company;

WEST VIRGINIA OIL GATHERING, LLC,
formerly a Delaware limited liability company;

ONEOK, INC.,
successor through acquisition of Enlink Midstream Operating, LP,
an Oklahoma corporation;

ENLINK MIDSTREAM OPERATING, LP,
a foreign limited partnership;

ANTERO RESOURCES CORPORATION,
a Delaware corporation;

COTERRA ENERGY INC.,
Successor by merger to Cabot Oil and Gas Corporation
a Delaware corporation;

CABOT OIL and GAS CORPORATION,
a Delaware limited liability company;

SHELL PLC,
successor through acquisition to East Resources, Inc.,
a foreign public limited company;

EAST RESOURCES, INC.,
a Pennsylvania corporation;

EQT CORPORATION,
a Pennsylvania corporation;

EXCO RESOURCES, INC.,
dba Exco Resources (PA), LLC,
a Texas corporation;

EXCO RESOURCES (PA), LLC,
a Delaware limited liability company;

EXPAND ENERGY CORPORATION,
fka Chesapeake Energy,
an Oklahoma corporation;

MOUNTAIN V OIL & GAS, INC.,
a West Virginia corporation; and

NYTIS EXPLORATION COMPANY, LLC
a Delaware limited liability company;

COMPLAINT

GENERAL ALLEGATIONS

1. Plaintiffs, Kenneth W. Mullins and Brenda Mullins, husband and wife, are citizens and residents of Pigeon, Roane County, West Virginia.

2. Defendant, Ergon Appalachia LLC (hereinafter sometimes “ERGON”), is a Delaware limited liability company which through a series of mergers is successor to Plaintiff’s former employer, West Virginia Oil Gathering, LLC. ERGON has its principal place of business in Flowood, Mississippi. ERGON has done business through its predecessor by merger, West Virginia Oil Gathering, LLC, in Kanawha County, West Virginia, and continues to do business in Kanawha County, West Virginia.

3. Defendant, West Virginia Oil Gathering, LLC (hereinafter sometimes “WVOG”), was a Delaware limited liability company which through a series of mergers became part of Ergon Appalachia LLC. West Virginia Oil Gathering, LLC did business throughout West Virginia, and in particular has done business in Kanawha County, West Virginia. Plaintiff was employed by West Virginia Oil Gathering, LLC.

4. Defendant, ONEOK, Inc. (hereinafter sometimes “ONEOK”), is an Oklahoma corporation which through acquisition is successor-in-interest to Enlink Midstream Operating, LP which has its principal place of business in Tulsa, Oklahoma and which has done and continues to do business in Kanawha County, West Virginia.

5. Defendant, Enlink Midstream Operating, LP (hereinafter sometimes “Enlink”), was a foreign limited partnership with its principal place of business in Tulsa, Oklahoma which through a series of mergers became part of ONEOK, Inc. Enlink did business throughout West Virginia, and in particular has done business in Kanawha County, West Virginia. Plaintiff was employed by Enlink.

6. The defendants that produced, stored, and supplied the oil, high gravity oil, and radioactive fracking brine / “wastewater” hauled, carried, and transported by Plaintiff Mullins are more specifically identified and defined below:

(a) Defendant, Antero Resources Corporation (hereinafter sometimes “Antero” and included in the designation “Producer Defendants”), is a Delaware corporation with its principal place of business in Denver, Colorado which also has a district office in Bridgeport, West Virginia. Antero is successor by merger to Antero Resources Bluestone, LLC, a Delaware corporation. Antero did business throughout West Virginia, and in particular has done business in Kanawha County, West Virginia.

(b) Defendant, Coterra Energy, Inc., successor by merger to Cabot Oil and Gas Corporation (hereinafter sometimes “Coterra” and included in the designation “Producer Defendants”), is a Delaware corporation with its principal place of business in Houston, Texas which does or has done business in Kanawha County, West Virginia. Coterra was acquired by

Devon Energy in May 2026.

(c) Defendant, Cabot Oil and Gas Corporation (hereinafter sometimes “Cabot” and included in the designation “Producer Defendants”), was a Delaware corporation which had its principal place of business in Houston, Texas. Cabot has done business in Kanawha County, West Virginia. Cabot merged with Cimarex Energy to form Coterra Energy, Inc. in October 2021.

(d) Defendant, Shell PLC (hereinafter referred to as “Shell” and included in the designation “Producer Defendants”), is a foreign entity which has its principal place of business in Houston, Texas, which does or has done business in Kanawha County, West Virginia. Shell is the successor through acquisition to East Resources, Inc.

(e) Defendant, East Resources, Inc. (hereinafter referred to as “East Resources” and included in the designation “Producer Defendants”), is a Pennsylvania corporation which has its principal place of business in Boca Raton, Florida which does or has done business in Kanawha County, West Virginia.

(f) Defendant, EQT Corporation (hereinafter sometimes referred to as “EQT” and included in the term “Producer Defendants”], is a Pennsylvania corporation which has its principal place of business in Pittsburgh, Pennsylvania, and which does or has done business in Kanawha County, West Virginia.

(g) Defendant, Exco Resources, Inc., individually and doing business as Exco Resources (PA), LLC, (hereinafter sometimes referred to as “Exco” and included in the term “Producer Defendants”], is a Texas corporation which has its principal place of business in Dallas, Texas, and which does or has done business in Kanawha County, West Virginia.

(h) Defendant, Exco Resources (PA), LLC, (hereinafter sometimes referred to as “Exco PA” and included in the term “Producer Defendants”], is a Delaware limited liability company which has its principal place of business in Dallas, Texas, and which does or has done business in Kanawha County, West Virginia.

(i) Defendant, Expand Energy Corporation formerly known as Chesapeake Energy (hereinafter sometimes referred to as “Expand” and included in the term “Producer Defendants”], is an Oklahoma corporation which has its principal place of business in Oklahoma City, Oklahoma, and which does or has done business in Kanawha County, West Virginia.

(j) Defendant, Mountain V Oil & Gas, Inc. (hereinafter sometimes referred to as “Mountain V” and included in the term “Producer Defendants”], is a West Virginia corporation which has its principal place of business in Buckhannon, West Virginia, and which does or has done business in Kanawha County, West Virginia.

(k) Defendant, Nytis Exploration Company, LLC. (hereinafter sometimes referred to as “Nytis” and included in the term “Producer Defendants”], is a Delaware limited liability company which has its principal place of business in Denver, Colorado, and which does or has done business in Kanawha County, West Virginia.

7. Kenneth W. Mullins (hereinafter sometimes referred to as “Mullins”) was employed by West Virginia Oil Gathering, LLC, and its successors Crosstex Energy and Enlink Midstream Operating, LP throughout the state of West Virginia between 2006 and 2018 transporting benzene-containing oil, high gravity oil, and radioactive fracking brine / “wastewater” to, from and for various entities including but not limited to: Antero Resources, Cabot Oil and Gas Corporation, Chesapeake Energy Corporation, East Resources, EQT, EXCO

Resources, Mountain V Oil & Gas, and Nytis Exploration Company.

8. While employed by West Virginia Oil Gathering, LLC, Crosstex Energy, and/or Enlink Midstream Operating, LP, Plaintiff Mullins picked up benzene-containing oil from:

- (a)** Exco Resources, Cabot Resources, and EQT at facilities in Kanawha County, West Virginia;
- (b)** East Resources at facilities in Lincoln County, West Virginia;
- (c)** Chesapeake Energy at facilities in Boone County, Lincoln County, and Wayne County, West Virginia;
- (d)** EQT at facilities in Boone County, Kanawha County, Lincoln County, and Wayne County, West Virginia;
- (e)** Triad Hunter at facilities in Clay County and Roane County, West Virginia; and
- (f)** Nytis Exploration Company at facilities in Honeywell, Kentucky.

9. While employed by West Virginia Oil Gathering, LLC, Crosstex Energy, and/or Enlink Midstream Operating, LP, Plaintiff Mullins picked up benzene-containing high gravity oil from Antero Resources at facilities in Wood County and Harrison County, West Virginia.

10. Plaintiff delivered the oil from the aforementioned facilities to the following West Virginia Oil Gathering terminals: Stockley Station in or near Wallback, West Virginia; Brooksville Station in or near Grantsville, West Virginia; Nutter Fork Station/terminal in Parkersburg, West Virginia, Sun Valley Station/terminal in Clarksburg, West Virginia, and to a terminal in St. Mary's, West Virginia.

11. Plaintiff Mullins also transported radioactive fracking brine water or "wastewater" from Mountain V Oil and Gas facilities in Upshur County, West Virginia, Lightburn Extraction Plant in Lewis County, West Virginia, and from various facilities of Antero Resources, Exco

Resources, and EQT during his employment with West Virginia Oil Gathering and Enlink Midstream Operating to the Stockley Station in Wallback, West Virginia.

12. Plaintiff Mullins was diagnosed with pancytopenia on or about July 13, 2024, and thereafter with myelodysplastic syndrome (sometimes hereinafter referred to as “MDS”) on or about July 15, 2024 via bone marrow biopsy. The diagnoses were disclosed to Mr. Mullins and his wife during a July 31, 2024 office visit with Juan Lino Castro, M.D. at the CAMC Cancer Center. Dr. Castro advised Plaintiff and his wife for the first time that his MDS could possibly be related to his occupational exposure to crude oil (gasoline products). He further explained that Plaintiff’s overall survival was three (3) years, with a 25% evolution to AML within three point 2 (3.2) years. After chemotherapy, Mr. Mullins underwent a bone marrow transplant at WVU Medicine Mary Babb Ruth Randolph Cancer Center in May 2025.

13. Mullins’ exposure to oil, high gravity oil, both of which included benzene, as well as radioactive fracking brine / “wastewater” while gathering, carrying, hauling, transporting, delivering and being exposed to said material as described herein was a proximate cause of his development of pancytopenia, myelodysplastic syndrome (MDS) and their medical sequelae. Plaintiffs bring this lawsuit within two (2) years of Mullins’ diagnoses, injuries, and associated medical issues/problems.

14. As a direct and proximate result of Mullins’ development of pancytopenia, MDS, and the associated medical issues/problems, he was severely injured, disabled, and damaged as is more fully set forth below.

JURISDICTION AND VENUE

15. Plaintiffs incorporate by reference, as if pleaded herein verbatim, the allegations

of all preceding paragraphs of the Complaint where appropriate.

16. The defendants are amenable to jurisdiction before the courts of West Virginia by virtue of the fact that they are either citizens and residents of West Virginia, and/or to the extent they maintain minimum contacts with and/or conduct systematic business in West Virginia such that jurisdiction over the defendants is consistent with traditional notions of fair play and substantial justice, and/or to the extent they are otherwise amenable to jurisdiction in accordance with West Virginia's Long Arm Statutes.

17. Venue is proper before this Court in that (a) Plaintiff's exposure to the harmful materials occurred in Kanawha County, West Virginia, and (b) Plaintiff's claim under W.Va. Code § 23-4-2(e) arose in Kanawha County, West Virginia, where he was injured, and to the extent West Virginia follows the venue-giving defendant principle, whereby, once venue is proper for one defendant, it is proper for all other defendants subject to process.

COUNT ONE

W. VA. CODE § 23-4-2(d)(2)(B) CLAIM

ERGON, WVOG, ONEOK, AND ENLINK ONLY

18. Plaintiffs incorporate by reference, as is pleaded herein verbatim, the allegations of all preceding paragraphs of the Complaint where appropriate.

19. Plaintiff Mullins was employed by ERGON's predecessors WVOG and Crosstex Energy as well as ONEOK's predecessor Enlink as alleged above.

20. At times relevant hereto, defendants EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors were engaged in the gathering, collection, aggregation, transportation, carrying, and hauling of benzene-containing crude oil, high gravity oil, and radioactive fracking

“wastewater”/brine and related products throughout West Virginia. As a result, EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors unnecessarily exposed Plaintiff Mullins to large quantities of benzene and radioactive materials as a part of his employment.

21. At all times material hereto, a specific unsafe working condition existed in the work place (i.e. requiring Mullins to perform his job duties in areas where he would be exposed to unacceptable and hazardous levels of benzene and radioactive materials without being warned of the hazards posed by the same, and without being provided adequate safety equipment) which presented a high degree of risk and a strong probability of serious injury or death, and EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors despite having actual knowledge of the existence of same, nevertheless required Mullins to perform his job duties without adequate training, and without being warned of the hazards posed by the same, and without being provided adequate safety equipment, controls and/or procedures when so performing his job duties.

22. Despite such actual knowledge, EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors violated, disregarded, circumvented, and by-passed the applicable state and federal safety statutes, rules, regulations, and standards, as well as commonly accepted and well-known safety standards of the defendants’ industry concerning the warnings which must be given, as well as the other precautions which must be taken when an employee, such as Mullins, was required to work in, around, near, and with benzene-containing oil and high gravity oil, and radioactive fracking “wastewater” / brine and related products by failing to provide adequate respiratory and other forms of personal protection equipment; failing to provide adequate warnings of the hazards associated with said exposure; and otherwise failing to provide, institute, observe, and enforce reasonable, adequate, proper and acceptable safety rules and standards

accepted and acceptable in the defendant's industry in order to make safe the areas in, and conditions under which Mullins worked.

23. At all times material herein, the actions and inactions by EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors as here-in-above more specifically set forth, constitute, establish, and demonstrate a deliberate intention on the part of the same to intentionally expose employees in general, and Mullins in particular, to the unsafe working conditions set forth above in violation of W. Va. Code § 23-4-2 in that:

(a) Specific unsafe working conditions existed in the aforementioned workplaces throughout West Virginia which presented a high degree of risk and a strong probability of serious injury or death;

(b) EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors, prior to Mullins' injuries, had actual knowledge of the existence of the specific unsafe working conditions and of the high degree of risk and the strong probability of serious injury or death presented by the specific unsafe working conditions;

(c) The specific unsafe working conditions constituted a violation of a state or federal safety statute, rule or regulation, whether cited or not, or of a commonly accepted and well-known safety standard within the industry or business of EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors and said statute, rule, or regulation was further (1) specifically applicable to the particular work and working condition involved, as contrasted with a statute, rule, regulation or standard generally requiring safe workplaces, equipment or working conditions; and (2) was intended to address the specific hazard(s) presented by the unsafe working conditions.

(d) Notwithstanding the existence of the facts set forth in subparagraphs (a) through (c), inclusive, of this paragraph, managerial and/or supervisory employee(s) of EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors who had actual knowledge of the existence of the unsafe working conditions existing at the aforementioned workplaces throughout West Virginia together with their attendant risks and harms, nevertheless intentionally thereafter exposed Mullins to the specific unsafe working conditions; and

(e) Mullins suffered serious compensable injury as a direct and proximate result of the specific unsafe working conditions.

24. EROGON, WVOG, ONEOK, and ENLINK, and/or their predecessors' deliberate and intentional acts and omissions were a direct and proximate cause of Mullins' development of pancytopenia, MDS, and the associated medical issues/problems and other physical abnormalities, severe and permanent physical injuries, as a consequence of which he has endured great pain and suffering and mental anguish, incurred and will incur medical expenses, and lost earnings and earning capacity as is set forth more fully below.

25. Pursuant to W.Va. Code §23-4-2 (2015), plaintiff incorporates the "verified statement" from a person with knowledge and expertise outlining the applicable workplace safety rules and/or regulations which were violated, as required by W. Va. Code § 23-4-2(d)(2)(c) attached as Exhibit "A" hereto.

COUNT TWO

PREMISES LIABILITY

**ANTERO, COTERRA, CABOT, SHELL, EAST RESOURCES,
EQT, EXCO, EXCO PA, EXPAND, MOUNTAIN V AND NYTIS**

26. Plaintiffs incorporate by reference, as if pleaded herein verbatim, the allegations of all preceding paragraphs of the Complaint where appropriate.

27. Throughout the course of Plaintiff Mullins' employment with ERGON, WVOG, ONEOK, and Enlink and their predecessors, as described above, Plaintiff entered onto Antero's, Coterra's, Cabot's, Shell's, East Resources', EQT's, Exco's, Exco PA's, Expand's, Mountain V's, and Nytis' premises as a non-trespassing permissive entrant.

28. Plaintiff Mullins, whose livelihood was dependent upon the work he did at the ERGON, WVOG, ONEOK, and Enlink and their predecessors, was required to work with and around benzene-containing oil and high gravity oil as well as radioactive fracking brine / "wastewater" produced/created by Producer Defendants' operations. Producer Defendants should have known, that persons employed, as was Mullins, would be required to and would, in fact, come into contact with, and work in close proximity to said benzene-containing oil, high gravity oil, and radioactive fracking brine / "wastewater".

29. Plaintiff Mullins worked on the Producer Defendants' premises, and Antero, Coterra, Cabot, Shell, East Resources, EQT, Exco, Exco PA, Expand, Mountain V, and Nytis, was each responsible for the safety of those located on their aforementioned premises.

30. Through his work with ERGON, WVOG, ONEOK, and Enlink and their predecessors at Producer Defendants' facilities, plaintiff was exposed to hazardous conditions, specifically the risk of injury from exposure to benzene-containing oil, high gravity oil, radioactive fracking brine/ "wastewater" and related products.

31. At all times relevant herein, plaintiff was exposed to the hazards described above in the ordinary and regular course of his employment with ERGON, WVOG, ONEOK, and

Enlink and their predecessors at Producer Defendants' premises.

32. Producer Defendants, as the owners and operators of the herein before described premises, owed Mullins the duty to provide reasonably safe places to work and a duty to exercise reasonable care in protecting him from work place hazards.

33. Producer Defendants, Antero, Coterra, Cabot, Shell, East Resources, EQT, Exco, Exco PA, Expand, Mountain V, and Nytis breached these aforementioned duties in the following manners:

- (a) Producer Defendants each knew, or with the exercise of reasonable care should have known, of the dangers associated with, around, and filling tanks with benzene-containing oil, high gravity oil, and/or fracking brine / "wastewater";
- (b) Producer Defendants each failed to take reasonable precautions and/or exercise due care to warn Mr. Mullins of the danger and harm to which he was exposed as a result of his working in close proximity to benzene-containing oil, high gravity oil, and/or fracking brine / "wastewater";
- (c) Producer Defendants each failed to render harmless the benzene-containing oil, high gravity oil, and fracking brine / "wastewater" at its facility where Mr. Mullins loaded each product, and created an unreasonable risk of harm to Mr. Mullins as a result of his work on Producer Defendants' premises;
- (d) Producer Defendants each failed to provide adequate inspection and supervision of the premises where the radioactive fracking brine / "wastewater", and benzene-containing oil and high gravity oil was stored and the associated activities of its employees, so that employees of contractors and subcontractors involved with transportation of said materials, such as Mr. Mullins, would have a reasonably safe place to work;
- (e) Producer Defendants each required Mr. Mullins to perform his job duties in areas where he would be exposed to the hazards of benzene-containing oil, high gravity oil, and radioactive fracking brine / "wastewater" without being warned of those hazards or properly trained to protect himself therefrom;

- (f) Producer Defendants each failed to provide Mr. Mullins with protective equipment and clothing sufficient to protect him from the inhalation exposure;
- (g) Producer Defendants each failed to make a reasonable inquiry to assure that ERGON, WVOG, ONEOK, and Enlink and their predecessors were adequately warning and protecting individuals, such as Mr. Mullins, against the hazards posed by benzene-containing oil, high gravity oil, and radioactive fracking brine / “wastewater” exposures on their premises; and
- (h) Producer Defendants were generally negligent, carelessness, and recklessness in breaching their duty of providing reasonably safe places to work and their duty of reasonable care as it related to the work done at its various premises where Mr. Mullins gathered benzene-containing oil, high gravity oil, and radioactive fracking brine / “wastewater”.

34. At all relevant times herein, Mr. Mullins’ exposure to the above-mentioned hazards was in violation of contemporary, commonly accepted and well-known safety standards.

35. Producer Defendants violated applicable statutes and regulations controlling the conduct where Mr. Mullins’ injury occurred, including provisions dealing with the safety and welfare of contractor and subcontractor employees and other applicable laws and regulations.

36. Plaintiff Mullins did not know or have reason to know of the hazardous conditions or risks associated with benzene-containing oil, high gravity oil, and radioactive fracking brine / “wastewater”.

37. As a direct and proximate result of Antero’s, Coterra’s, Cabot’s, Shell’s, East Resources’, EQT’s, Exco’s, Exco PA’s, Expand’s, Mountain V’s, and Nytis’ breaches of duty, carelessness, negligence, and recklessness, Plaintiff Mullins developed pancytopenia, MDS, and associated medical issues/problems and other physical abnormalities, severe and permanent physical injuries, as a consequence of which he has endured great pain and suffering and mental

anguish, incurred medical expenses, and lost earnings and earning capacity as is set forth more specifically below.

COUNT THREE

LOSS OF CONSORTIUM – ALL DEFENDANTS

38. Plaintiff Brenda Mullins incorporates by reference, as if pleaded herein verbatim, the allegations of all preceding paragraphs of the Complaint where appropriate.

39. Plaintiff Brenda Mullins and Kenneth Mullins were married in 1985 and remained married today.

40. As a result of her husband's development of pancytopenia and MDS, and the associated medical issues/problems as herein described, Brenda Mullins has lost the general services, companionship, and society of her husband.

DAMAGES – ALL DEFENDANTS

41. Plaintiffs incorporate by reference, as if pleaded herein verbatim, the allegations of all preceding paragraphs of the Complaint where appropriate.

42. As a result of Mullins' development of pancytopenia, MDS, and the associated medical issues/problems as aforesaid, Mullins suffered and sustained a severe illness and injury to his person which forced him to obtain medical care and treatment in an amount in excess of \$550,000.00 and will continue to incur medical expenses in the future for which he is entitled to recover damages in this action.

43. Mullins further suffered severe and permanently disabling personal injuries as well as psychological injuries, great pain, extreme nervousness, and mental anguish as a direct and proximate result of his development of pancytopenia, MDS, and the associated medical

issues/problems as aforesaid and will continue to suffer the same in the future, for which he is entitled to recover damages in this action.

44. As a direct and proximate result of his development of pancytopenia, MDS, and the associated medical issues/problems as aforesaid, Mullins' enjoyment of life was greatly impaired, he experienced annoyance, inconvenience, humiliation, embarrassment, and aggravation and will continue to suffer the same in the future for which he is entitled to recover damages in this action.

45. As a further direct and proximate result of each wrongful and tortious act of the Defendants as described herein, Plaintiff Brenda Mullins has lost the consortium and services of her husband Kenneth Mullins and will continue to experience such a loss in the future.

PUNITIVE DAMAGES – NON-EMPLOYER DEFENDANTS

46. The acts, omissions, and/or conduct of Producer Defendants, Antero, Coterra, Cabot, Shell, East Resources, EQT, Exco, Exco PA, Expand, Mountain V, and Nytis as described herein, were willful, wanton, malicious, reckless, extremely negligent, done with criminal indifference to the civil rights of others, and/or done with a conscious reckless and outrageous indifference to the health and safety of another, specifically including Mullins, and warrant the assessment of punitive damages.

47. Punitive damages are justified to punish Producer Defendants, Antero, Coterra, Cabot, Shell, East Resources, EQT, Exco, Exco PA, Expand, Mountain V, and Nytis, for their above-mentioned conduct which caused and/or contributed to the injuries of Mullins.

48. Punitive damages will further serve to deter Producer Defendants, Antero, Coterra, Cabot, Shell, East Resources, EQT, Exco, Exco PA, Expand, Mountain V, and Nytis,

and other reckless companies/individuals from conducting business in West Virginia in this manner and profiting from such conduct.

WHEREFORE, Plaintiffs demand judgment against all Defendants, jointly and severally (as permitted by the laws of the State of West Virginia) for compensatory damages in an amount to be determined by the trier of fact, as well as an award of punitive damages against all Producer Defendants in an amount to be determined by the trier of fact according to the laws of the State of West Virginia. Plaintiffs further demand prejudgment and post-judgment interest, as well as such other relief as a judge or jury shall deem fair and just.

PLAINTIFFS DEMAND A TRIAL BY JURY.

Dated: July 13, 2026.

KENNETH W. MULLINS and BRENDA MULLINS, his wife, Plaintiffs

By: /s/ *R. Dean Hartley*

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VERIFIED STATEMENT PURSUANT TO W. VA. CODE § 23-4-2(d)(2)(C)

I, JEFFREY M. KADY, MS, MBA, being first duly sworn, hereby affirm and state as follows:

1. I hold a Master of Science (1993) in Safety Management from West Virginia University and an MBA from Wheeling Jesuit University (1994).
2. I have twenty-five (25) years of comprehensive occupational health and safety experience in private industry, consulting, governmental, and emergency services organizations.
3. My experience includes a wide variety of services from the construction, oil and gas, chemical, manufacturing, and utilities industries. I have been involved in environmental remediation, training, auditing, regulatory compliance, EHSS program review and oversight, job hazard analysis, risk assessments, site safety, behavior-based safety assessments, hazardous materials training and evaluations, and industrial hygiene services.
4. I was employed with Verizon Communications from 1988 to 2008 in a variety of positions. I retired from Verizon as the National Manager of Safety and Health with responsibility for governance and oversight for all Verizon Communications entities.
5. In 2008, I formed Cosmos Consulting, a full-service environmental, health, safety, and security consulting and training firm.
6. In 2012, I became Chief Operating Officer and a partner in Compliance Factors, Inc., which designed EHSS software compliance solutions and Learning Management Systems.

7. I am currently the President of Cosmos Consulting, which conducts safety training courses on a variety of topics, including loss prevention systems for fire service, First Aid/CPR/AED/BBP, HazWoper, 40-, 24- and 8-hour training, SafeLand, and a variety of OSHA-related trainings.
8. I am a member of multiple professional safety organizations, including the American Society of Safety Professionals, the National Safety Council, the National Safety Management Society, and the Institute for Safety and Health Management.
9. I have affiliations with the Independent Oil and Gas Association of West Virginia, West Virginia, Ohio, and Pennsylvania STEPS, ECSI (Emergency Care and Safety Institute), Emergency Medical Services Advisory Council, West Virginia Fireman's Association, and the West Virginia Fire Chief's Association.
10. I have not testified as an expert witness in actual court proceedings. I have, however, provided subject matter expertise on several potential legal proceedings.
11. I have published articles in the Northeast Oil and Natural Gas Journal.
12. I have identified the following specific unsafe working conditions that have contributed to Plaintiff Kenneth W. Mullins's (hereinafter "Plaintiff") illness/disease as alleged in Plaintiffs' underlying *Complaint*:
 - a. Failure to warn of the hazards associated with exposure to various harmful and/or toxic products, substances, and/or solvents, including, without limitation, radioactive fracking brine water, benzene, oil, crude oil, and high gravity oil, among other various benzene-containing and/or aromatic hydrocarbon-containing products, substances, solvents, and/or byproducts;
 - b. Failure to provide adequate, if any, respiratory protection, to document and to adhere to a WRITTEN Respiratory Protection Program, and to provide required Medical Clearance and Fit Testing;

- c. Failure to require proper protective clothing such that various harmful and/or toxic products, substances, and/or solvents would not come into substantial contact with the employees' skin and clothing;
- d. Failure to provide adequate gloves such that various harmful and/or toxic products, substances, and/or solvents would not come into substantial contact with the employees' skin;
- e. Failure to provide adequate ventilation such that the facility constantly smelled of products, substances, and/or solvents and was filled with fumes, dust, and/or vapors from the same;
- f. Failure to identify and to label products, substances, and/or solvents in a manner by which employees would know and understand what they were actually using;
- g. Failure to train employees as to what MSDS were, where they were located, and how to read them. Further failure to keep MSDS sheets current and in an area where they were readily available to all employees such that employees were unable to refer to them when necessary and could not appreciate and understand the hazards to the products, substances, and/or solvents with which and around which they were working;
- h. Failure to train management employees such that they understood federal requirements with respect to HazCom, workplace hazards, PPE, and respiratory protection and passed on proper information to hourly wage employees;
- i. Failure to have and/or to enforce a company policy with respect to HazCom training;
- j. Failure to provide employee safety handbooks;
- k. Failure to employ qualified individuals in management positions that concerned safety and workplace hazards;
- l. Failure to keep the required OSHA chemical inventories pursuant to 29 CFR § 1910.1020 *et seq.*, and further failure to make those inventories available to employees such as Plaintiff such that he could be aware of the products, substances, and/or solvents with which and around which they were working;
- m. Failure to perform and to document a hazard assessment as required under the PPE standard and as necessary to communicate identified chemical hazards to employees;

- n. Failure to perform and to document the required PPE assessment, and further failure to provide training on the care, maintenance, and proper use thereof;
 - o. Failure to perform necessary observation of employees to ensure that proper PPE was being worn, as required;
 - p. Failure to document employee exposures, to provide medical monitoring, and to retain exposure records, as required; and
 - q. Failure to provide adequate monitoring and assessments of potential airborne hazards, and further failure to provide a competent review of said monitoring, among others.
13. Given my knowledge and expertise regarding workplace safety and chemical exposures, the failure to provide training on the appropriate respiratory protection, additional PPE, and the products, substances, and/or solvents in use during the work processes are violations by Defendants Ergon Appalachia, LLC; West Virginia Oil Gathering, LLC; ONEOK, Inc.; and Enlink Midstream Operating, LP (hereinafter “Employer Defendants”) of each of the following:
- a) Respiratory Protection Standard—29 C.F.R. § 1910.134
 - b) Hazard Communications Standard—29 C.F.R. § 1910.1200
 - c) Confined Space Regulation—29 C.F.R. § 1910.146
 - d) Labeling Requirements—29 C.F.R. § 1910.1001(j)(2)(i)
 - e) Personal Protective Equipment—29 C.F.R. § 1910.132
 - f) Ventilation—29 C.F.R. § 1910.94
 - g) Hand Protection—29 C.F.R. § 1910.138

Each of these failures by Employer Defendants respectively and directly contributed to unsafe working conditions that exposed Plaintiff to elevated levels of pancytopenia and/or myelodysplastic syndrome-causing, harmful, and/or toxic products, substances, and/or solvents.

AND FURTHER THE AFFIANT SAYETH NAUGHT.

Jeffrey M. Kady
JEFFREY M. KADY

I, Ricki J. Dalesio, a Notary Public of said County, do hereby certify
that JEFFREY M. KADY, who signed the foregoing writing bearing the date July
10, 2026, has this day acknowledged the same before me in said County.

Given under my hand this 10th day of July 2026.

My commission expires: April 1, 2027.

Ricki J. Dalesio
NOTARY PUBLIC

