

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

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BRIAN MIELNIK and MICHELLE MIELNIK, individually and on behalf of all others similarly situated,
c/o Berger Montague PC
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Philadelphia, PA 19103

Plaintiffs,

v.

MONROE ENERGY, LLC
4101 Post Road
Trainer, Pennsylvania 19061;

MIPC, LLC
A.K.A. Monroe Interstate Pipeline Company
920 Cherry Tree Road
Aston, Pennsylvania 19014; and

JOHN DOE DEFENDANTS 1 THROUGH 100,

Defendants.

**PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
TRIAL DIVISION**

JULY TERM, 2026

CASE NO. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que, si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requerir que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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CLASS ACTION COMPLAINT

I. INTRODUCTION

1. Plaintiffs Brian and Michelle Mielnik (“Plaintiffs”), individually and on behalf of all others similarly situated (the “Class” or “Class Members” as further defined below), bring this Class Action Complaint against Defendants Monroe Energy, LLC (“Monroe”) and MIPC, LLC (“MIPC”) (collectively, “Defendants”), alleging that Defendants’ reckless, negligent, and irresponsible use, ownership, oversight, operation, supervision, maintenance, and control of a hazardous liquid breakout tank farm (the “Chelsea Tank Farm” or the “Tank Farm”) resulted in a massive leak of gasoline and petroleum products, and resulting toxins, pollutants, and contaminants (the “Leak”), in a residential neighborhood in Aston, Pennsylvania.

2. The Leak arose from at least one hole in Tank 708, one of twelve hazardous liquid breakout tanks at the Chelsea Tank Farm, through which at least 9,000 barrels, or around **378,000 gallons**, of gasoline, petroleum products, and hazardous and toxic chemicals were discharged into the underlying soil, bedrock, and groundwater, causing environmental contamination.

3. Defendants control and operate the Chelsea Tank Farm and are responsible for maintaining the Tank Farm and ensuring its safety. Defendants failed to uphold that responsibility and violated their duties owed to Plaintiffs and the Class.

4. Tank 708 began leaking gasoline from a manmade hole beginning on, at the **latest**, March 3, 2025, when Tank 708 was returned to service following an out-of-service inspection. But Defendants did not remove Tank 708 from service until December 2025, nine months later. Defendants failed to maintain Tank 708 in a safe manner and failed to properly inspect and monitor Tank 708 to ensure that it was in a safe condition to be returned to service.

5. Defendants are in the business of storing, maintaining, and transporting hazardous liquids including gasoline and other petroleum products. Defendants derive business, in part, by

marketing themselves as industry-leaders in safety and environmental stewardship. For example, Monroe lists “safety, health & environment” as its first value on its website, and states that “safety and caring for the environment are permanent values, not temporary priorities.”¹ MIPC, for its part, advertises on its website that “safety to the community and environmental stewardship are our number one priorities.”² In communications with the public about the Leak, Defendants consistently tout their commitment to residents’ “health and safety” and to operating in a “safe and transparent” manner.

6. Despite these public-facing comments regarding safety, environmental stewardship, and transparency, Defendants rushed to return Tank 708 to operations without ensuring that it was safe to do so and thereby directly caused the catastrophic release of at least 9,000 barrels of gasoline into the surrounding environment, including a residential neighborhood where families and children live.

7. Defendants’ failure to safely maintain and operate Tank 708 was a breach of the duties they owe Plaintiffs, the Class, and the general public to exercise a reasonable standard of care in their business activities, which include the operation of a tank farm right in the middle of a residential community.

8. Defendants first observed gasoline at the Tank Farm in August 2025 — more than five months after the Leak began. Throughout that period, Defendants failed to adequately inspect the Tank Farm and failed to conduct even the basic investigation that would have discovered the Leak earlier and limited the contamination of Plaintiffs’ and the Class’s homes and property and the harm to Plaintiffs, the Class, and their families. These failures allowed the Leak to discharge

¹ <https://www.monroe-energy.com/who-we-are/monroe-energy-values/> (last accessed July 12, 2026).

² <https://www.monroepipeline.com/about-mipc/> (last accessed July 12, 2026).

into the soil, bedrock, and groundwater for months before Defendants noticed, further contaminating Plaintiffs' and the Class's homes and property and compounding the harm to their families.

9. When Defendants finally noticed evidence of the Leak in August 2025, they did not notify the residents whose homes sat above the contamination. Instead, Defendants dispatched agents to Plaintiffs' and their neighbors' properties each week to distribute gift cards under the guise of community goodwill. Throughout this campaign, Defendants concealed the existence of the Leak and their ongoing investigation from the very people most at risk, blaming the surge in industrial activity at the Tank Farm on "maintenance."

10. Defendants then spent four months purportedly confirming the Leak had in fact occurred, while withholding its existence from federal regulators and the public. Defendants' failure to inspect, investigate, identify, and mitigate the damage from the Leak in a timely or reasonable manner breached the duty of reasonable care they owe Plaintiffs, the Class, and the general public in their business activities.

11. Only in December 2025, approximately nine months after the Leak began and four months after Defendants began investigating it, did Defendants disclose the situation to federal regulators, Plaintiffs, and the public.

12. Even then, Defendants misled Plaintiffs and the public about the extent of the Leak—in a letter sent to nearby residents on December 5, 2025, Defendants presented the Leak as an undefined "issue" at the Tank Farm, minimizing the August 18, 2025 discovery, and avoiding any suggestion that the contamination was uncontained.

13. Defendants' Leak has unleashed an environmental disaster on an otherwise idyllic Pennsylvania community, causing serious physical and financial harm to a beautiful suburban neighborhood.

14. Plaintiffs, who live adjacent to the Tank Farm, watched their trees on their Property wither and die for months, without knowing the reason.

15. Plaintiffs learned that the Leak had contaminated their Property in a nightmare scenario. After Defendants' agents discovered high levels of benzene and VOCs in the indoor air of Plaintiffs' home on April 30, 2026, Defendants withheld that knowledge until the following day. On May 1, under the guise of a simple meeting to review the results, Defendants descended on Plaintiffs' Property in black SUVs—swarming through the home, sweeping it with handheld meters that registered benzene at concentrations even higher than those previously found, caulking and setting up temporary fans, and telling the family they had to leave immediately.

16. Defendants' agents detected dangerous volatile organic compounds (“VOCs”) associated with the Leak, including benzene, in Plaintiffs' indoor air, including inside the bedrooms of Plaintiffs' minor children.

17. As a direct result of the Leak, Plaintiffs now live on contaminated land. In April 2026, groundwater monitoring wells on Plaintiffs' Property contained *feet* of free-floating gasoline. This existing contamination, coupled with the significant risk that further contamination will continue to accrue on Plaintiffs' Property, has ruined their enjoyment of their Property and has damaged—indeed crushed—the Property's value.

18. After discovering free-floating product in wells on Plaintiffs' Property, Defendants told Plaintiffs they had to evacuate their home and Property for their own safety. By then, Plaintiffs

had already been living with the contamination for an unknown length of time, with no notice and no opportunity to protect themselves or their families.

19. Two weeks after the evacuation, Defendants instructed Plaintiffs that it was safe to return to their residence, even though Defendants had not at that time received test results confirming the air quality inside Plaintiffs' home.

20. Defendants' conduct has caused severe harm and poses a serious ongoing and current danger to Plaintiffs' and Class Members' physical health and mental and emotional wellbeing, to the community's water, soil, air, and ecosystem, and to property values.

21. Defendants' Leak released an immense and still un-delineated contamination plume, which has contaminated not only Plaintiffs' Property but the properties of their neighbors and Class Members as well, and is continuing to migrate and threaten even more homes, property, and families. Testing has confirmed gasoline-related contamination in the water, air, and soil of Plaintiffs' Property and the surrounding neighborhood, including benzene—a known human carcinogen. Other toxins identified include cyclohexane, n-hexane, ethylbenzene, naphthalene, and isopropanol. These substances are so dangerous that their presence in the soil, water, and air presents a direct and immediate threat to Plaintiffs' and Class Members' health and well-being.

22. Defendants' conduct has also led to a constant and ongoing nuisance in this once peaceful and idyllic neighborhood. Defendants' remediation efforts—which include the drilling and installation of scores of monitoring and recovery wells across the neighborhood, and the installation of vapor-intrusion mitigation systems in residents' homes, accompanied by ongoing truck traffic, construction activity, noise, and lighting—are a persistent, continuing, and significant disruption and nuisance to Plaintiffs' and Class Members' lives. These activities by Defendants

have further infringed on Plaintiffs' and Class Members' peaceful enjoyment of their properties and are a direct and proximate result of the Leak.

23. The residential community and surrounding neighborhoods have long been highly desirable. As a result of Defendants' Leak, however, this is no longer the case. Not only has Defendants' conduct devastated the community, created critical health and safety risks, and upended residents' peaceful enjoyment of their properties, but Plaintiffs and the Class have also suffered diminution to their property values, thus creating additional economic damages and losses that substantially affect their financial security and cause additional stress and anxiety.

24. As the owners and operators of the Tank Farm, Defendants are responsible for the Leak and for every cleanup effort it has made necessary. Defendants put their own profits ahead of the health and safety of Plaintiffs, the Class, and the surrounding environment. Defendants must now answer for it and bear the full cost of every injury that Plaintiffs and the Class have suffered, and will continue to suffer, as a result of the Leak and its aftermath.

II. PARTIES

25. Plaintiffs Brian Mielnik and Michelle Mielnik own and reside at 5917 Chichester Avenue, Aston, Pennsylvania 19014 (the "Property"), together with their four minor children.

26. Defendant Monroe is a limited liability company formed under the laws of Delaware with its principal place of business at 4101 Post Road, Trainer, Pennsylvania 19061.

27. Defendant MIPC, *a.k.a.* Monroe Interstate Pipeline Company, is a limited liability company formed under the laws of Delaware with its principal place of business at 920 Cherry Tree Road, Aston, Pennsylvania 19014.

28. MIPC is a wholly owned subsidiary of Monroe.

29. Personnel acting on behalf of MIPC used Monroe email addresses in connection with matters alleged herein.

30. At public meetings about the Leak, both Monroe and MIPC have already acknowledged their responsibility for the Leak, including through Regan Howell, the Chief Operating Officer of Monroe and President of MIPC.

31. Defendants together own and operate a hazardous liquid storage and distribution network, which includes the Chelsea Tank Farm in Aston, Pennsylvania, as well as Woodbury Terminal in Woodbury, New Jersey, and the G Street Terminal in Philadelphia, Pennsylvania.

32. At all times relevant to this Class Action Complaint, Defendants owned, operated, supervised, maintained, and controlled the Chelsea Tank Farm and the hazardous-liquid breakout tanks located there, including Tank 708.

33. At all times relevant to this Class Action Complaint, Defendants purposefully established significant contacts in Pennsylvania and Philadelphia County, and carried out, and continue to carry out, substantial, continuous, and systematic business activities in Pennsylvania and Philadelphia County.

34. John Doe Defendants 1 through 100 (“John Doe Defendants”) are persons or entities that are responsible for the conduct and/or injuries alleged in this Complaint and accordingly are liable for the relief sought. Because their identities are currently unknown to Plaintiffs, Plaintiffs sue John Doe Defendants by their fictitious names; John Doe Defendants will be ascertained through investigation and discovery. Plaintiffs will seek leave to amend this Complaint to state the true names and capacities of the John Doe Defendants when they have been ascertained.

III. JURISDICTION AND VENUE

35. This Court has subject-matter jurisdiction over this action pursuant to 42 Pa. C.S. § 931.

36. This Court has personal jurisdiction over Defendants because they purposefully availed themselves of the privilege of conducting business in Pennsylvania and Plaintiffs' causes of action arise out of the business that Defendants conduct in Pennsylvania; namely, the Leak that occurred in Aston, Pennsylvania.

37. Venue is proper in Philadelphia County under Pennsylvania Rules of Civil Procedure 1006 and 2179 because Defendants regularly conduct business in this County, including through their ownership and operation of a fuel storage and distribution terminal located at 4210 G Street, Philadelphia, PA 19124, which has a product storage capacity of 56,000 barrels and a truck rack capable of loading 9,000 barrels per day.³

38. Monroe owns or operates one or more pipelines in Philadelphia County, regularly transports petroleum products in and through the County, and earns revenue on shipments of petroleum products to and from locations in Philadelphia County, including through its affiliate MIPC. *See, e.g., PHMSA Pipeline ID 565B36BD-A277-4DA7-**.⁴

39. Defendants use the storage and distribution facilities they own, including Monroe's pipeline facilities and the G Street Terminal, to improve their control over the cost, quality, and availability of the petroleum products that they refine and distribute, as opposed to needing to contract with unaffiliated companies for such services. Their ownership, maintenance, and

³ See <https://www.monroepipeline.com/about-mipc/>.

⁴ See <https://pvnpm.phmsa.dot.gov/PublicViewer/>.

operation of these Philadelphia facilities, in short, directly further their core business objective of refining and distributing petroleum products, including jet fuel.

40. Defendants regularly market, transport, distribute, and sell petroleum products into and through Philadelphia County in the ordinary course of business. Among the petroleum products that Defendants move into, through, or out of Philadelphia County are products refined at the Trainer Refinery in Delaware County, Pennsylvania, which are distributed in part through Defendants' pipeline network and Philadelphia distribution infrastructure, including the G Street Terminal.

41. Defendants' pipelines connect the Trainer Refinery to terminals and tank farms in the Philadelphia region. Defendants' facilities include the Chelsea Tank Farm in Aston, Pennsylvania, and the G Street Terminal in Philadelphia, Pennsylvania.

42. Defendants refine petroleum products, including jet fuel, that they market and ship into and through Philadelphia County for consumption there. Defendants also own or operate pipelines that transport petroleum into and through the County. Supplying and transporting product into the Philadelphia market is how Defendants monetize their refining business and thus directly furthers their corporate objectives.

IV. FACTUAL ALLEGATIONS

A. Defendants' Operations and History of Safety Violations

43. Defendant Monroe, together with its subsidiary MIPC, owns and operates a hazardous-liquid storage and distribution network that includes approximately 51 miles of pipeline, two tank farms, one truck terminal, and 25 breakout tanks, with a total tankage capacity of approximately 2.75 million barrels.

44. According to the Pipeline and Hazardous Materials Safety Administration (“PHMSA”)’s database, Defendants have a history of safety violations. These violations include failure to inspect breakout tanks with the required frequency, failure to reduce operating pressure or shut down the pipeline when immediate repair conditions exist within or near a high-consequence area (“HCA”), and failure to promptly obtain sufficient information to determine whether conditions necessitating immediate repair presented a threat to the integrity of the pipeline within or near an HCA.

45. In April 2014, PHMSA representatives conducted an on-site inspection of Defendants’ facilities at the Chelsea Tank Farm. During the inspection, PHMSA representatives determined that Defendants violated the federal Pipeline Safety Act (49 U.S.C. § 60101, *et seq.*) (“PSA”) and its implementing regulations by: (1) failing to halt or reduce operations in pipelines that required and were undergoing immediate repairs; (2) failing to inspect potential threats to the integrity of pipelines within an HCA; and (3) failing to inspect in-service breakout tanks within 15 months of their last inspection. PHMSA issued a final order and assessed penalties against Defendants for these violations in December 2016.

46. In May 2017, PHMSA representatives again conducted an on-site inspection of Defendants’ facilities at the Chelsea Tank Farm and again identified PSA violations arising from Defendants’ failures to adequately and timely inspect in-service breakout tanks. PHMSA issued a final order to Defendants finding a PSA violation in August 2019 but did not assess penalties.

47. From April through August 2021, PHMSA representatives inspected Defendants’ pipeline system, including in Philadelphia County, and determined once again that Defendants committed probable violations of the PSA by routinely failing to inspect the mainline valves on

their idled pipelines. PHMSA instructed Defendants to correct their procedures and behavior accordingly, or risk further enforcement action.

48. Defendants' conduct and the resulting consequences affecting Plaintiffs and the Class, as alleged herein, are reflective of and consistent with their history of failing to safely maintain and operate their hazardous-liquid storage and distribution network, including by failing to properly inspect and respond to threats to the structural integrity of pipeline facilities and breakout tanks.

B. Chelsea Tank Farm and Tank 708

49. One of Defendants' facilities is the Chelsea Tank Farm in Aston, Pennsylvania. The Chelsea Tank Farm contains 12 hazardous-liquid breakout tanks with a total storage capacity of approximately 1.7 million barrels. The facility borders Aston, Upper Chichester, and Bethel townships and is surrounded by residential homes. PHMSA has identified the Chelsea Tank Farm as located in an HCA as defined by 49 C.F.R. § 195.450.

50. Tank 708, located at the Chelsea Tank Farm, was installed in 1951, more than seventy years ago. Tank 708 measures approximately 144 feet by 58 feet and has a capacity of approximately 151,111 barrels.

51. On or about July 16, 2024, Defendants discovered staining and caulking on Tank 708, resulting from an internal corrosion failure on the lower right side of the tank. Tank 708 was drained and removed from service.

52. On March 3, 2025, MIPC returned Tank 708 to service.

53. According to the preliminary findings of PHMSA and as alleged in more detail below, Tank 708 leaked gasoline from an approximately one-quarter inch, manmade hole in the

floor of Tank 708 from at least March 3, 2025 through December 2, 2025. The acts that led to the consequences alleged in this Complaint were preventable.

C. Initial Investigation in August 2025

54. On August 18, 2025, an MIPC operator reported a petroleum odor following daily rounds at the Chelsea Tank Farm. MIPC personnel determined the source of the odor to be a light hydrocarbon product, believed to be gasoline, emanating from an open-ended concrete stormwater drainage pipe in the ground near the southwest corner of Tank 709.

55. MIPC took the position that the gasoline it had observed did not meet the reportable threshold under 49 C.F.R. Part 195, on the stated basis that less than five gallons were observed, and on that basis reported nothing to PHMSA—even as it simultaneously mobilized an emergency response, including booms, vacuum-truck recovery, and soil excavation, to address the release.

56. Specifically, beginning on or around August 18, 2025, MIPC began placing booms, conducting vacuum-truck recovery, excavating soils, monitoring outfalls and a nearby surface-water body, conducting fence-line air and noise monitoring, and reaching out to neighboring property owners.

57. Additionally, Defendants’ representatives came to the homes of neighboring property owners—including Plaintiffs—on a weekly basis beginning in August 2025, and distributed gift cards. Rather than inform residents about the contamination, Defendants misleadingly stated that they were “performing maintenance work on [the] property that has required the use of light plants and other equipment” and framed the gift cards as a “gesture of goodwill” intended to “thank” residents for their “understanding and patience.”

58. Additionally, on either August 18 or 19, Monroe reported observing “a hydrocarbon” in a storm sewer at the Tank Farm to emergency services in Delaware County, who

then notified the Pennsylvania Emergency Management Agency. Defendants told emergency services personnel that there were no known offsite impacts.

59. In the evening of August 19, 2025, Defendants finally alerted the Pennsylvania Department of Environmental Protection (“PADEP”) that they had discovered gasoline in a storm sewer and did not know its origin but reiterated that there were no offsite impacts.

60. Around the same time, Plaintiffs would, at times, smell gasoline from their Property. Plaintiffs also observed bright lighting and loud activity at the Tank Farm behind their home during this period.

61. Neighboring property owners were not informed at that time of the nature of the conditions at the Chelsea Tank Farm—instead, Defendants delivered a letter and gift card to Plaintiffs on August 19, 2025, apologizing for the “use of light plants and other equipment” and attributing the activity to “maintenance work.” On information and belief, Defendants made similar misrepresentations to other neighboring residents.

62. On September 3, 2025, MIPC requested a temporary discharge authorization (“TDA”) from PADEP to treat and discharge contaminated water from a temporary water treatment unit at the Tank Farm. In the request, MIPC informed PADEP that it had discovered water with petroleum odors discharging from a concrete drainage pipe into a swale that collects storm water, at a flow of five gallons per minute. MIPC told PADEP that the water contained gasoline constituents and that concentrations of hydrocarbons in the water were approximately “1 to 2%.” PADEP issued the requested TDA on September 9, 2025, and MIPC began treating effluent discharge from a temporary water treatment unit at the Tank Farm.

63. Defendants knew or should have known of the Leak at the Tank Farm at least by the time they had collected enough contaminated water to require designing and installing an on-

site temporary treatment unit.⁵ Yet despite observing evidence of the Leak and obtaining a PADEP permit to treat the resulting discharges, Defendants did not notify federal regulators or the public of the Leak in August or September 2025.

D. Source Investigation and Discovery of the Hole in Tank 708

64. On October 22, 2025, MIPC finally isolated Tank 708 and began monitoring its static volume. Approximately 40 days later, on November 30, 2025, MIPC recorded a volume loss of approximately 1,039 barrels—**roughly 43,638 gallons**—confirming a substantial release from the tank. MIPC nonetheless still said nothing: it did not warn the surrounding property owners, and it did not report the release to PHMSA.

65. Additionally, beginning on or about November 18, 2025, MIPC conducted a subsurface investigation around the Tank 708 dike, including soil borings. Product was encountered in *all* of the first seven borings completed within the Tank 708 dike area within the saturated soils where groundwater was located.⁶

66. At a community meeting on February 4, 2026, Defendants acknowledged that “by November 21st,” they “had about seven soil borings” and had “determined that . . . Tank 708 needed to be taken out of service.”

67. On December 2, 2025, months after the Leak began, MIPC finally removed Tank 708 from service.

⁵ At a public meeting on February 4, 2026, an employee of Monroe Energy stated that Defendants “designed and engineered” the water treatment system because they had “groundwater and . . . gasoline coming out of the ground.”

⁶ Additionally, between September and December of 2025, Defendants installed seven groundwater monitoring wells; petroleum impacts were found in four of the wells.

68. The next day, MIPC retained Langan Engineering and Environmental Services, Inc. (“Langan”) to perform investigation and remediation work. Even then, with the source confirmed and the tank out of service, MIPC still did not alert the surrounding neighborhood.

69. On December 5, 2025, MIPC observed additional gasoline on facility grounds. Thereafter, months after being alerted to the existence of a significant leak, MIPC reported the release to PHMSA and to the National Response Center, stating that the amount released was unknown but might be significant and might be impacting soil and groundwater. MIPC stated that affected soil was observed approximately 35 feet from the Tank Farm’s boundary but that there was no evidence of offsite impact. The same day, MIPC sent a letter to nearby residents, including Plaintiffs, stating vaguely that there had been “an issue” with the Tank Farm and that Defendants were “continuing to evaluate any potential impacts.” The letter downplayed the significance of the situation, emphasizing that the source of the odor observed on August 18, 2025, was a mixture of “2% gasoline to 98% water” and that Defendants had “implemented extensive measures” to “evaluate the impacted water.”

70. Five days later, on December 10, 2025, Defendants sent nearby residents another letter, requesting they fill out a questionnaire about their drinking water sources. The letter contained no information about the Leak.

71. On December 13, 2025, MIPC discovered the approximately one-quarter inch manmade hole in the floor of Tank 708.

72. On December 15, 2025, MIPC filed an updated report with the National Response Center stating that the release was “at least” 760 barrels into groundwater. Two days later, however, MIPC reported to PHMSA that Tank 708 had leaked gasoline with an estimated release

volume of **9,000 barrels** and stated that the source of the leak was believed to be the one-quarter inch hole in the bottom of the tank.

73. Defendants likely severely *under-reported* the size of the Leak. The true size of the Leak, the resulting plume, and the geographic extent of the resulting contamination have not been publicly disclosed.

74. On December 18, 2025, PHMSA investigators deployed to the Chelsea Tank Farm and made a preliminary determination that the one-quarter inch hole was manmade and was the source of the gasoline leak from Tank 708. ***PHMSA further determined that Tank 708 had been leaking gasoline from “at least” March 3, 2025 through December 2, 2025.***

75. By December 19, 2025, MIPC had installed twelve groundwater monitoring wells within the Tank Farm and begun plans to install groundwater monitoring wells outside the facility boundaries. Nevertheless, nearby property owners were still not informed of the possibility that their water, soil, and air were contaminated.

E. Regulatory Orders and Public Announcement of the Leak

76. On December 19, 2025, PHMSA issued a Corrective Action Order to Defendants (CPF No. 1-2025-048-CAO) under the authority of 49 U.S.C. § 60112 and 49 C.F.R. § 190.233 (the “CAO”). PHMSA found that continued operation of the facility without corrective measures would be hazardous to life, property, or the environment, and that failure to issue the CAO without notice would result in a likelihood of serious harm. *See also* 49 U.S.C. § 60112 (authorizing PHMSA to determine that a facility is or would be hazardous to life, property, or the environment and if there is a likelihood of serious harm, to issue an order without prior notice to the operator of the facility to take necessary corrective action). The CAO further stated that groundwater sources, wildlife, and vegetation were likely affected by the Leak.

77. Among other things, PHMSA required that Tank 708 be taken out of operation, that Defendants conduct independent metallurgical testing and a root-cause failure analysis, and that Defendants create a remedial work plan to address the causes of the accident and verify the integrity of the Tank Farm.

78. Additionally, on December 23, 2025, PADEP issued an order (the “PADEP Order”) finding that MIPC unlawfully discharged petroleum products into the waters of the Commonwealth, in violation of the Clean Streams Law; failed to timely notify PADEP of the release, in violation of 25 Pa. Code § 91.33(a); and handled gasoline in a manner contrary to its Air Quality Title V Operating Permit (“TVOP Permit”), in violation of the Air Pollution Control Act.

79. PADEP ordered MIPC to “immediately initiate interim remedial measures necessary to prevent or address an immediate threat to human health or the environment from the release, including, at a minimum”: (a) identifying groundwater supply wells located within 1,000 feet of the Tank Farm’s western property line in Bethel Township, Aston Township, and Upper Chichester Township; (b) notifying all property owners and tenants of any property with a potable groundwater well within that boundary and providing bottled water to the same within 24 hours, if requested; (c) requesting access to and, if granted access, testing each groundwater well located within that boundary for VOCs and field-screening each wellhead with a photoionization detector within 30 days; (d) within ten days of the discovery of any property within that boundary with a groundwater well with VOCs at concentrations exceeding Act 2 medium-specific concentrations (“MSCs”), supplying and installing a point-of-entry treatment system on the water supply for that property; and (e) performing daily fence line air monitoring for VOCs, including BTEX.

F. Widespread Contamination

80. The Leak from Tank 708 resulted in a significant subsurface plume that has migrated off the Tank Farm and into the surrounding residential neighborhood. Defendants' own investigation has confirmed gasoline-related impacts to soil, air, and groundwater across the affected area.

81. Defendants' gasoline released by the Leak contains many highly toxic and carcinogenic VOCs and chemicals, including benzene, ethylbenzene, naphthalene, isopropanol, cyclohexane, and n-hexane.

82. Defendants are uniquely knowledgeable of the makeup of the specific products released and the attendant risks that the Leak poses to the environment and to public health. Nonetheless, Defendants have still not publicly announced the exact formula of the product or products that they released.

83. Defendants have not yet fully delineated the size, scope, direction, or migration patterns of the contaminant plume.

84. Samples collected from monitoring wells at properties to the west of the Tank Farm have confirmed gasoline-related impacts on offsite residential properties, including Plaintiffs' home.

85. As of July 7, 2026, 110 groundwater monitoring wells have been installed across the Tank Farm and surrounding neighborhood; of those, 50 wells have been found to contain measurable light non-aqueous phase liquid ("LNAPL"), including wells on residential properties adjoining the Tank Farm.

86. Defendants and their agents also conducted low-flow groundwater sampling for 53 monitoring wells that did not contain LNAPL. Of those 53, petroleum-related contaminants—

including benzene and other gasoline-related VOCs—were found in 20 monitoring wells at concentrations above the applicable Act 2 Groundwater MSCs and/or Vapor Intrusion Screening Values for Groundwater (“SVs”).

87. Four private drinking water wells within 1,000 feet of the Tank Farm’s western boundary have confirmed detections of gasoline-related volatile organic compounds, including BTEX compounds.⁷

88. BTEX compounds are both soluble and highly volatile, meaning that from soil they can migrate through groundwater and readily evaporate, thereby contaminating surrounding air and water. People can be exposed to BTEX compounds via inhalation, ingestion, or skin contact.

89. Short-term exposure to BTEX compounds can cause a variety of disruptive and potentially dangerous symptoms, including nausea, vomiting, headaches, dizziness, rashes, and eye and throat irritation.

90. Long-term exposure to BTEX compounds can have serious health consequences, including anemia, compromised immune system, bone marrow damage, irreversible hearing loss, liver and kidney damage, pregnancy and fertility complications, and leukemia and other forms of cancer.

91. Benzene is a known human carcinogen according to both the International Agency for Research on Cancer (“IARC”) and the U.S. Environmental Protection Agency (“EPA”). In addition to cancer, benzene exposure can result in the disruption of hematopoiesis (the body’s

⁷ BTEX compounds refer to a group of volatile aromatic hydrocarbons—benzene, toluene, ethylbenzene, and xylenes—that are commonly found in gasoline and petroleum products. BTEX compounds are often primary contaminants of concern in the remediation of an oil or gasoline spill due to their high volatility, mobility, and toxicity.

production of blood), suppression of the immune system, and both skeletal and neurodevelopmental defects.

92. Other VOCs associated with Defendants' released gasoline are also highly toxic and dangerous to those exposed to them, including Plaintiffs and Class Members.

93. N-hexane is a highly volatile neurotoxic chemical derived from crude oil. Short-term exposure to n-hexane can impact the central nervous system, whereas longer term exposures are associated with polyneuropathy, muscular weakness, vision impairments, and fatigue.

94. Cyclohexane is also highly volatile, and can cause severe respiratory and pulmonary symptoms, including pneumonitis. Cyclohexane can break down the fats in skin tissue, causing dry and cracked skin and even burns with repeated or prolonged skin contact.

95. All of these VOCs are contained in the contaminant plume released by the Leak and now migrating through the Class Area.

96. Exterior near-source soil gas sampling at Plaintiffs' Property detected cyclohexane at 713,000 $\mu\text{g}/\text{m}^3$ and n-hexane at 4,300,000 $\mu\text{g}/\text{m}^3$, exceeding applicable PADEP screening values.

97. Sub-slab soil-gas monitoring points ("SSMPs") in two basements of neighborhood residents have produced exceedances of PADEP Residential Sub-Slab Soil Gas VI Screening Values—at *Plaintiffs' residence, samples collected on April 30, 2026 detected benzene at 671 J $\mu\text{g}/\text{m}^3$, cyclohexane at 571,000 $\mu\text{g}/\text{m}^3$, and n-hexane at 500,000 $\mu\text{g}/\text{m}^3$* ; at a nearby residence, samples collected May 4, 2026 detected benzene at 2,880 J $\mu\text{g}/\text{m}^3$, cyclohexane at 152,000 $\mu\text{g}/\text{m}^3$, and n-hexane at 230,000 $\mu\text{g}/\text{m}^3$.

98. Indoor air testing at Plaintiffs' residence detected benzene at 0.987 $\mu\text{g}/\text{m}^3$ and n-hexane at 811 $\mu\text{g}/\text{m}^3$. Even after a mitigation system was installed, benzene, ethylbenzene, and

naphthalene persisted in the indoor air. A nearby residence showed similar contamination, with benzene at 3.93 µg/m³.

99. Ambient air samples collected from locations along the Tank Farm’s perimeter fence line on May 29, 2026, showed levels of naphthalene and isopropanol above EPA risk-based chronic screening levels.⁸

100. The chemicals released from Tank 708 are associated with serious diseases that have long latency periods and may not manifest in exposed individuals for years or even decades. Residents in the surrounding communities will have to closely monitor their health, potentially indefinitely, and have experienced and will continue to experience the accompanying fear and anxiety that comes from not being able to trust the safety of the water they drink or the air that they breathe because of Defendants’ Leak.

101. As of July 7, 2026, 69,464 gallons of LNAPL have been recovered—a mere fraction of the 378,000 gallons that Defendants admit to having released in the Leak. Additionally, the plume has not been fully delineated, and new contamination continues to be encountered in recently installed monitoring wells on offsite residential properties, despite ongoing recovery efforts.

102. All of the evidence available suggests that the contamination plume is immense and is continuing to migrate. As it migrates and continues to contaminate additional soil and

⁸ In a communication issued June 9, 2026, Defendants’ agent Langan downplayed the significance of these results, suggesting that, because the isopropanol detections were “orders of magnitude higher than usual,” they might be due to “an issue with the auto sampler towers,” and also incredulously stating that “Langan believes the naphthalene detection is likely related to a background source (possibly a bonfire at a nearby residence) and not the gasoline release or recovery efforts.”

groundwater, more and more Class Members will be directly exposed to the toxic chemicals released by Defendants' Leak.

G. Defendants' Conflicting Statements about the Leak and Contamination

103. Throughout their response to the Leak, Defendants have made shifting and inconsistent statements to Plaintiffs, the Class, and the public, compounding the confusion, disruption, and distress that the Leak had already caused.

104. Initially, upon discovering gasoline in the storm sewer near Tank 709 in August 2025, Defendants told nearby neighbors only that there would be "increased maintenance activity at the site." Defendants did not disclose that they were investigating a potential leak. Yet in their December 31, 2025 letter and Fact Sheet, Defendants misleadingly characterized this course of conduct as "neighbor outreach" in response to the evidence of a potential leak discovered in August 2025.

105. On December 31, 2025, MIPC sent a letter and accompanying "Fact Sheet" to neighboring property owners, misleadingly describing the August 18, 2025 discovery as a "faint odor" and stating that its ensuing investigation was a "multi-month investigatory process" that "did not yield a clear source or even the presence of a broader issue" until December 2025. Defendants did not disclose through this fact sheet that they had confirmed over 1,000 barrels of gasoline to be missing from Tank 708 in November. They also did not disclose PHMSA's preliminary findings: that Tank 708 had been removed from service in July 2024 for an internal corrosion failure before being returned to service in March 2025, and that PHMSA preliminarily found the hole was manmade and likely existed on or before March 3, 2025.

106. In late December and early January, *after* the PHMSA report was issued finding that the Leak likely existed on or before March 2025, Defendants visited homes in the area

surrounding the Tank Farm. During those visits, when asked by residents when the Leak began, Defendants stated that it began in August 2025. When questioned about this misrepresentation at a public meeting, Defendants simply stated that the PHMSA filing with the March 3, 2025 date was “publicly available information.”

107. At a public meeting on February 4, 2026, Regan Howell, the Chief Operating Officer (“COO”) of Monroe Energy and President of MIPC, explicitly acknowledged Defendants’ responsibility for the Leak, stating: “*We own this problem*,” and promising to “make things right.” Howell avowed that Defendants would “restore and remediate . . . the impacted properties” and “keep at it until it’s done.” Later in the meeting, however, Howell walked back this promise, stating that they would “clean it up” only “to the standards that [PADEP] is enforcing on” Defendants. Defendants were unable to give a definitive timeline for the clean-up efforts, stating that it might be “a year,” “two years,” or “longer.”

108. At the same meeting, Defendants acknowledged that they knew that “Tank 708 needed to be taken out of service” by November 21, 2025—weeks before PHMSA, Plaintiffs, or Class Members were notified.

109. As further alleged below and throughout, in multiple instances, Defendants acted in a manner that misled and confused Plaintiffs—withholding test results showing dangerous levels of benzene and VOCs in Plaintiffs’ home while Defendants reviewed the results with their team; telling Plaintiffs to immediately vacate their residence due to dangerous levels of VOCs, and then later stating that the monitors used to obtain those results were not properly calibrated; requiring Plaintiffs to return to their home *before* indoor air testing results showing the residence was safe were available; failing to respond to Plaintiffs’ questions about test results and the safety of their residence in a timely manner; and delaying Plaintiffs’ blood tests until days after they had

left the residence, by which time benzene exposure from the Property may no longer appear in their blood samples even if exposure had occurred.

H. Plaintiffs Brian and Michelle Mielnik's Experience

110. Plaintiffs Brian and Michelle Mielnik own and reside at one of the closest residences to the Tank Farm and have been deeply affected by the Leak.

111. The Mielnik Property is one of nine homes located along the fence line of the Chelsea Tank Farm. The Mielnik household consists of Plaintiffs and their four minor children, ages 8, 12, 14, and 16.

112. Since March 2025, Plaintiffs have watched vegetation on their Property die. The line of pine trees along the Property turned brown and died. Plaintiffs did not know why.



113. Although Defendants were able to observe these visible signs of contamination on Plaintiffs' Property given their proximity, Defendants did not advise Plaintiffs of any suspected release or investigation until December 2025.

114. Instead, Defendants engaged in a purported proactive goodwill campaign, appearing regularly at Plaintiffs' doorstep to offer gift cards, but without providing any warnings about the true danger at hand.

115. For example, on August 19, 2025, Plaintiffs received a letter from Defendants stating that MIPC was performing "maintenance work," with an enclosed gift card.

116. On December 5, 2025, Defendants told PHMSA and the National Response Center that the Leak was significant and might be impacting soil and groundwater. That same day, in a letter to Plaintiffs, Defendants disclosed none of this—characterizing the incident only as "an issue" at the Tank Farm, making misleading statements about their response efforts, and giving no indication that the Leak might pose any risk to Plaintiffs or their Property.

117. Since public disclosure of the Leak, Plaintiffs' home has been turned into an industrial-like remediation zone. Defendants have drilled multiple monitoring wells on Plaintiffs' Property and have had to remove trees from their yard. Below are pictures of monitoring wells drilled on Plaintiffs' Property:



118. The constant presence of Defendants and their agents, along with their machinery, materials, and reminders of the Leak, has made it impossible for Plaintiffs to enjoy and find peace in their home.

119. In April 2026, Defendants' agents installed two groundwater monitoring wells on the Mielnik Property. Upon inspection, these newly drilled monitoring wells were found to contain 1.7 feet (MW-A1) and 2.1 feet (MW-A2) of free-floating gasoline product.

120. Defendants have also installed a vapor monitoring well 30 feet in front of Plaintiffs' residence.

121. A soil gas sample taken 30 feet from Plaintiffs' residence—under the ground upon which their young children play—was positive for several toxins, including cyclohexane at 713,000 $\mu\text{g}/\text{m}^3$ and n-hexane at 4,300,000 $\mu\text{g}/\text{m}^3$, exceeding applicable PADEP screening values.

122. Beginning April 30, 2026, over a year after the Leak began, Defendants and their agents finally began collecting sub-slab soil gas and indoor air samples from Plaintiffs' residence.

The SSMP showed exceedances of the PADEP residential vapor-intrusion screening values for benzene, cyclohexane, isopropanol, and n-hexane. The indoor air sample, collected from Plaintiffs' basement, showed exceedances for benzene, n-hexane, naphthalene, and other compounds.

123. While collecting sub-slab soil gas and indoor air samples from Plaintiffs' residence on April 30, 2026, Defendants' agents verbally represented to Plaintiffs that the results showed only a small increase in VOCs near the basement that was nothing to worry about.

124. In reality, the testing results showed that the benzene and VOC levels inside Plaintiffs' home were dangerously high. But instead of promptly informing Plaintiffs, Defendants withheld that knowledge purportedly to review the results with their team.

125. On May 1, 2026, Defendants asked Plaintiffs to meet at their home to go over the test results. That afternoon, a crowd of Defendants' personnel descended on Plaintiffs' Property in black SUVs—moving the family's belongings, caulking, setting up temporary fans, and sweeping the house with handheld testing meters.

126. The handheld meters again registered high benzene readings, transforming an already alarming day into a terrifying one for Plaintiffs and their children.

127. Defendants told Plaintiffs they must leave their home due to dangerous levels of VOCs, including benzene, detected in the indoor air of multiple rooms, including the children's bedrooms.

128. Plaintiffs' children arrived home from school to a house full of Defendants' agents. Plaintiff Brian Mielnik was forced to ask his children to hurriedly pack some clothes and to wait outside while he held back his own fear of what was unfolding.

129. Plaintiff Michelle Mielnik, who had no notice of the meeting, returned home briefly before her afternoon softball coaching obligations and was blindsided by the driveway full of black SUVs and the throng of people overrunning her home.

130. Defendants instructed Plaintiffs to relocate to temporary housing and that same day delivered air filtration units to the residence. By then, Plaintiffs and their children had already been breathing those dangerous levels of benzene and other VOCs for over a year. Defendants' May 1, 2026 evacuation order confirmed what Defendants had known, or should have known, for months: that the Leak had contaminated Plaintiffs' home and was poisoning the air that they and their children breathed.

131. Defendants then sowed further confusion. After evacuating Plaintiffs based on the indoor air readings, Defendants told Plaintiffs that the handheld monitors used to take certain of those readings had not been properly calibrated and that the results were therefore unreliable.

132. On May 15, 2026, Defendants informed Plaintiffs that they should return to their residence, even though they had not yet received the testing results that were to inform the return. Despite being told they would receive the results by May 20, 2026, Plaintiffs did not hear from Defendants until May 26, nearly a week later.

133. Finally, on May 26, 2026, Defendants sent a letter to Plaintiffs, reporting that indoor air samples collected on May 15 and May 19, 2026, after installation of the mitigation system, still detected benzene, ethylbenzene, and naphthalene. Defendants stated, however, that May 19 indoor levels were similar to outdoor levels (with outdoor benzene reported at $0.7 \mu\text{g}/\text{m}^3$), and claimed that the detections must be attributed to background sources rather than vapor intrusion.

134. Because of the air contamination caused by the Leak, Defendants installed a vapor-intrusion mitigation system in the basement of Plaintiffs' residence, as illustrated by the pictures set forth below:



135. The vapor-intrusion mitigation system is extremely loud and is a constant nuisance to Plaintiffs and their family, comparable to a vacuum running continuously.

136. Before learning of the contamination, Plaintiffs and their children spent significant time in the basement. Plaintiffs' children played and kept their toys there, and the space also served as a gym and workout space, as well as a laundry room.

137. Because of the noise from the system—as well as the fear and anxiety caused by worrying that their indoor air could become more contaminated at any moment as the plume continues to move or if the mitigation system doesn't work correctly—Plaintiffs are no longer able to enjoy and use their basement. Plaintiffs have stopped allowing their children to play in it,

concerned for their children's health and worried they might accidentally turn off the mitigation system. Plaintiffs also now limit their own use of the basement, venturing down only to do laundry.

138. Additionally, after being displaced from their residence, Plaintiffs underwent blood testing. Plaintiffs' 16-year-old child had elevated alkaline phosphatase levels, which can be associated with exposure to VOCs. Two other members of the family had elevated phenol levels, which can be associated with benzene exposure. The reviewing physician advised repeat blood testing every three months for one year for five family members, and every six weeks for the child with elevated alkaline phosphatase levels.

139. The reviewing physician also informed Plaintiffs that, because the blood testing was performed a number of days after the family had already vacated the residence, any benzene exposure that had occurred while they lived there would not be reflected in the results.

140. Defendants have refused to provide Plaintiffs with information about monitoring well test results from neighboring properties—claiming instead that doing so would violate the privacy of those neighbors. As a result, Plaintiffs are left in the dark as to the extent of the contamination surrounding them, including in the air, water, and soil to which they are also at risk of exposure.

141. Despite representing that it was safe for Plaintiffs to return home, Defendants have also instructed them to refrain from using their outdoor firepit, suggesting the level of contamination is greater than Defendants are publicly acknowledging.

142. Plaintiffs love their home. They thought it would be their forever home, where they would raise their children and grow old together.

143. Unfortunately, Defendants' Leak has turned Plaintiffs' idyllic forever home into the site of an environmental catastrophe. The Property itself has been rendered valueless—who

would purchase a home in a remediation zone, where the air, water, and soil contain dangerous and toxic chemicals? Who would ever want to live so close to Defendants' Tank Farm, after Defendants—despite years of advertising themselves as industry leaders in safety and environmental stewardship—allowed such a catastrophic release to occur and go unnoticed for most of a year?

144. Since the revelation of the Leak and subsequent confirmation of contamination, Plaintiffs have experienced profound anxiety, fear, emotional distress, and uncertainty regarding the safety of their home, their health, and the wellbeing of their family. Plaintiffs live with the persistent fear that the exposures they have already had to the VOCs released by Defendants' Leak will cause severe and potentially life-long consequences to them or their minor children.

145. Defendants' Leak has caused severe harm and risk of ongoing harm to Plaintiffs' physical, mental, and emotional wellbeing, and to Plaintiffs' Property.

146. Plaintiffs have suffered the loss of peace and enjoyment in the use of their Property, which is now the site of a major environmental disaster and remediation zone for the indefinite future and will be a reasonable and well-founded source of stress, anxiety, distress, and fear for just as long.

I. Harm to Plaintiffs and the Class

147. As a direct and proximate result of the Leak, Plaintiffs and the Class have suffered, and continue to suffer, substantial harm to their health, their homes and property, and their peace of mind.

148. Plaintiffs and the Class now live on or around contaminated property. Gasoline-related compounds, including benzene, have been detected in the soil, groundwater, drinking-water

wells, and indoor air at or around their homes, exposing Plaintiffs, their children, and Class Members to hazardous substances.

149. The use and enjoyment of Plaintiffs' and the Class's property has been significantly impaired, and they have suffered substantial inconvenience and discomfort.

150. Defendants' ongoing remediation activities—including the drilling and operation of monitoring and recovery wells, truck traffic, construction, noise, and lighting—have imposed a persistent disruption on the neighborhood. The activity has turned a previously peaceful neighborhood into a construction site, creating a constant disturbance to Plaintiffs and the Class, shaking their houses, disrupting their sleep, and harming their quality of life.

151. The impact of this activity has been particularly severe on Plaintiffs and their family.

152. Plaintiff Brian Mielnik, who works from home, is constantly disturbed by Defendants' remediation activities.

153. The trees on Plaintiffs' Property are dying. At the February 4, 2026 meeting, an individual from Langan acknowledged that he did not know whether fruits and vegetables grown on nearby private properties would be safe to eat, given the contamination, and stated that a safety determination would require vapor analyses that have not yet been conducted.

154. Plaintiffs and the Class have suffered extreme diminution to their property values. The release is public and will impair the value of all properties in the area and the market interest in what were once desirable properties for the foreseeable future.

155. Plaintiffs and the Class have also incurred, and will continue to incur, out-of-pocket and other economic losses as a result of the Leak.

156. Plaintiffs and the Class require ongoing medical monitoring to detect the latent health effects of their exposure to the hazardous substances released by Defendants.

V. CLASS ACTION ALLEGATIONS

157. Plaintiffs bring the class action allegations in this Complaint on behalf of the Class for property damage, diminution in value, environmental remediation costs, and other economic losses suffered by Plaintiffs and Class Members; medical monitoring; injunctive relief; and declaratory relief.

158. Plaintiffs bring this action individually and as a class action pursuant to Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709 on behalf of the following proposed Class:

All Pennsylvania citizens who owned, rented, and/or resided in real properties in Pennsylvania within one mile of the Chelsea Tank Farm, during the time period from March 1, 2025 to the present (the “Class”).

159. Excluded from the Class are Defendants and their subsidiaries or affiliated entities; all counsel to any Party in this litigation; and the presiding judicial officer, their staff, and their immediate family.

160. Plaintiffs reserve the right to further define and modify the definition of the Class following further factual investigation and discovery.

161. Numerosity. The Class Members are so numerous that joinder is impracticable. Plaintiffs estimate that there are at least hundreds of members of the Class. As such, a class action is superior to other methods of adjudication due to its capacity for efficiency and judicial economy.

162. Typicality. Plaintiffs’ claims for economic damages, medical monitoring, injunctive relief, and declaratory relief are typical of the claims of the Class Members. Plaintiffs and all Class Members have been damaged by the same wrongful conduct by Defendants.

163. Adequacy. Plaintiffs will fairly and adequately protect and represent the interests of the Class. The interests of Plaintiffs coincide with, and are not antagonistic to, those of the Class. Accordingly, and by proving their own claims, Plaintiffs will prove other Class Members' claims as well. Further, the named Plaintiffs are owners of residential property directly adjacent to the Chelsea Tank Farm and are members of the proposed Class. Plaintiffs are represented by the undersigned counsel who are experienced and competent in the prosecution of class actions involving chemical/toxin contamination. Plaintiffs and their counsel have the necessary financial resources to adequately and vigorously litigate this class action. Plaintiffs can and will fairly and adequately represent the interests of the Class and have no interests that are adverse to, conflict with, or are antagonistic to the interests of the Class.

164. Commonality and Predominance. There are numerous questions of law and fact common to the Class that predominate over any individual issue, including, but not limited to:

- a. Whether Defendants' conduct as alleged herein violates the law as stated in the Causes of Action set forth below that are applicable to Plaintiffs and the Class;
- b. Whether Defendants owed a duty to the Class;
- c. Whether Defendants breached any duties owed to the Class;
- d. Whether Defendants were negligent and/or reckless in failing to properly and safely oversee the operation, supervision, maintenance, monitoring, and testing of the Tank Farm and Tank 708;
- e. Whether Defendants allowed a release of toxic and hazardous substances from Tank 708 into the underlying bedrock and aquifer where the Leak occurred or within the plume area of the Leak;

f. Whether the release or threat of release of toxic and hazardous substances from Defendants' Tank Farm reduced or diminished the value of the Class Members' real property;

g. Whether the release or threat of release of toxic and hazardous substances from Defendants' Tank Farm deprived the Class of the rights to use and benefit from their real property interest, free of interference;

h. Whether the release caused a nuisance to Plaintiffs and the Class; and

i. The appropriate measure of restitution and/or measure of damages to the Class Members.

165. The questions of law and fact common to the Class predominate over any questions of law and fact that may affect only individual Class Members, because Defendants acted on grounds generally applicable to the entire Class.

166. Superiority. Class treatment is a superior method for the fair and efficient adjudication of the economic damages associated with this controversy because, among other things, class treatment will permit a large number of similarly situated persons to prosecute their common claims in a similar forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense. The benefits of proceeding through the class mechanism, including providing injured persons and entities with a means of obtaining redress on claims that likely would be impracticable to pursue individually, substantially outweigh any difficulties that may arise in the management of the class aspects of this action.

VI. CAUSES OF ACTION

167. All of Plaintiffs' causes of action are brought against all Defendants.

COUNT I
NEGLIGENCE
(Individually and on Behalf of the Class)

168. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

169. Defendants' actions as alleged herein were negligent.

170. At all relevant times, Defendants were responsible for owning, overseeing, operating, supervising, and maintaining the Chelsea Tank Farm and the hazardous-liquid breakout tanks located there, including Tank 708, and were responsible for its safe operations, including, without limitation, by incorporating an appropriate monitoring and leak detection system.

171. Defendants advertise and market themselves as industry leaders in safety and environmental stewardship, including with respect to their maintenance and operation of the Chelsea Tank Farm.

172. Defendants owed Plaintiffs and the Class a duty to use reasonable care in the oversight, operation, supervision, and maintenance of the Chelsea Tank Farm, including a duty to design, operate, inspect, maintain, and repair the tanks (including Tank 708) so as to prevent the release of hazardous substances onto neighboring residential properties.

173. Defendants failed to use reasonable care in the oversight, operation, maintenance, hiring, monitoring, and repair of the Chelsea Tank Farm and continued to store hazardous and toxic substances in the tanks at the Tank Farm, including Tank 708, without ensuring that it was operating in a safe condition.

174. Defendants failed to use reasonable care in ensuring that Tank 708 was in a safe, operable position before putting it into service in March 2025.

175. Defendants failed to use reasonable care in responding to the observed hydrocarbon odor and gasoline on the Tank Farm's grounds on August 18, 2025.

176. Defendants failed to use reasonable care in identifying the cause or scope of the Leak or of the resulting pollution plume once the Leak had been identified, and to properly inform Plaintiffs and members of the Class of the Leak.

177. Defendants failed to use reasonable care to contain the plume and resulting damages caused by the Leak.

178. Defendants failed to use reasonable care in employing a safe and reliable monitoring and leak detection system with respect to the Tank Farm.

179. Defendants knew or should have known that their failure to properly operate, maintain, and repair the Tank Farm (including Tank 708), and to respond to the Leak, would allow the release of dangerous and toxic substances into the environment in a residential neighborhood, and, as a result, contaminate the environment and cause the residents of the affected geographic area to suffer damages as alleged herein.

180. Defendants knew or should have known that their failure to exercise reasonable care in responding to the Leak would impede the ability of regulators and affected residents to understand the scope of the danger and to effectively mitigate its impacts.

181. Defendants additionally had a duty to comply with numerous statutes and regulations designed to prevent a public harm such as the Leak, and failed to do so. The statutes that Defendants did not comply with include, without limitation, 35 P.S. § 691.401 (Clean Streams Law), and 49 U.S.C. § 60101 *et seq.* (Pipeline Safety Act).

182. The purpose of the Pennsylvania Clean Streams Law is the “prevention and elimination of water pollution” in order to promote the “economic future of the Commonwealth.” 35 P.S. § 691.4.

183. Defendants breached their duty under the Clean Streams Law when they allowed the discharge of toxic substances from Tank 708 into the waters of the Commonwealth. 35 P.S. § 691.401.

184. The purpose of the Pipeline Safety Act, and of regulations promulgated pursuant to the Act, is to “provide adequate protection against risks to life and property posed by pipeline transportation and pipeline facilities.” 49 U.S.C. § 60102(a)(1). The Secretary of Transportation promulgates minimum safety standards pursuant to the Act, which apply to any and all owners and operators of pipeline facilities. *Id.*

185. Defendants breached their duties under the Pipeline Safety Act when they failed to comply with the minimum safety standards prescribed by the Secretary of Transportation pursuant to the Act. Specifically, Defendants’ breaches include, without limitation, the failure to comply with the accident-reporting requirements, 49 C.F.R. § 195.52; failure to take appropriate measures to prevent and mitigate the consequences of a failure that could affect an HCA, *see* 49 C.F.R. § 195.452; failure to adequately inspect a hazardous liquid breakout tank, *see* 49 C.F.R. § 195.432; and failure to have a system for adequately detecting leaks, *see* 49 C.F.R. § 195.444. These provisions were enacted to protect persons such as Plaintiffs and the Class, and Defendants’ violations caused the harm alleged herein.

186. Defendants’ breaches of their duties imposed by statutes and regulations intended to protect Plaintiffs and the Class are further evidence that Defendants failed to exercise a duty of reasonable care in their maintenance and operation of the Chelsea Tank Farm.

187. Defendants’ negligence was a substantial factor in bringing about real and personal property damage, environmental contamination, economic losses, and diminution of property values, to Plaintiffs and the Class Members.

188. Defendants' negligence was a substantial factor in bringing about physical personal injury and emotional distress and anxiety to Plaintiffs individually. Plaintiffs' claims for emotional distress damages are brought individually on behalf of Plaintiffs.

189. Defendants' negligence was a substantial factor in bringing about the need for medical monitoring for residents affected by the Leak.

190. As a direct and proximate result of Defendants' conduct as set forth herein, Plaintiffs and the Class Members have suffered damages as alleged herein.

COUNT II
GROSS NEGLIGENCE
(Individually and on Behalf of the Class)

191. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

192. Defendants owed Plaintiffs and the Class a legal duty as set forth above, and Defendants breached that duty.

193. Defendants' breaches as described herein demonstrate an extreme departure from the standard of care for ensuring the safe operation of a hazardous liquid breakout tank farm.

194. Defendants' efforts to prevent the Leak and to respond to the Leak once identified, as alleged herein, demonstrate a gross failure to exercise even scant care with respect to the safety of nearby residents and their property.

195. As a direct and proximate result of Defendants' conduct, Plaintiffs and the Class have suffered damages as alleged herein.

COUNT III
STRICT LIABILITY — ABNORMALLY DANGEROUS OR ULTRAHAZARDOUS
ACTIVITY
(Individually and on Behalf of the Class)

196. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

197. Defendants' actions as alleged herein constitute an abnormally dangerous and/or ultrahazardous activity.

198. Defendants stored and handled gasoline, a hazardous liquid, in 1951-vintage breakout tanks at the Chelsea Tank Farm, a facility PHMSA identified as located in a high consequence area surrounded by residential homes. The Chelsea Tank Farm has 12 hazardous-liquid breakout tanks with a total storage capacity of approximately 1.7 million barrels.

199. Defendants' storage and handling of gasoline at this location surrounded by a residential neighborhood involves a high degree of risk of harm to neighboring residential properties and the exercise of reasonable care cannot fully eliminate that risk inherent in operating the Tank Farm.

200. Defendants' storage and handling of petroleum products was solely for Defendants' business purposes.

201. Defendants knew and understood that there was a high risk that their petroleum products and other chemicals, toxins, and particulates could contaminate the environment of the nearby neighborhood and thereby cause residents to suffer personal injuries, property damage, environmental contamination, economic losses, diminution of property value, the need for medical monitoring, emotional distress, and other harms as fully alleged herein.

202. Defendants' storage of petroleum products, toxins, and particulates in a 74-year-old tank caused serious harm to Plaintiffs' and Class Members' persons, chattel, and property, including both real and personal property, as alleged herein.

203. As such, Defendants are strictly liable to Plaintiffs and the members of the Class.

204. As a direct and proximate result of Defendants' conduct as set forth herein, Plaintiffs and the Class have suffered damages as alleged herein.

COUNT IV
PUBLIC NUISANCE
(Individually and on Behalf of the Class)

205. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

206. Defendants' conduct constitutes a public nuisance pursuant to 35 P.S. § 691.401.

207. Specifically, the release of toxic substances, odors, and gases from Tank 708 into the underlying bedrock and aquifer, as well as groundwater, air, soil, private wells, homes, and other property, has interfered with rights common to the public, including by causing or threatening contamination of groundwater, soil, and indoor air in the affected residential area, and by causing offensive odors.

208. Defendants' conduct caused particular harm to Plaintiffs and the Class, who own or reside at residential properties adjacent to the Chelsea Tank Farm and whose properties, air, surface water, and groundwater are contaminated with toxic substances, odors, and gases.

209. This contamination has substantially interfered with Plaintiffs' and the Class's abilities to use and enjoy their properties.

210. The invasion of Plaintiffs', the Class's, and the public's land, soil, and air by Defendants' product, toxic substances, and resulting odors was the foreseeable and proximate result of Defendants' negligent and reckless conduct.

211. Plaintiffs and the Class have suffered special injury different in kind, and not merely in degree, from any harm suffered by the general public. Unlike the general public, Plaintiffs and the Class own, reside in, and have legal interests in real property that has been physically invaded by Defendants' contamination plume; have suffered direct contamination of the soil, groundwater, and indoor air of their homes; have been required to evacuate or relocate from their residences; have hosted invasive remediation activities (including monitoring wells, recovery wells, and vapor-intrusion mitigation systems) on their properties; have lost the use and enjoyment of their properties; and have suffered diminution of property values directly attributable to the Leak. These injuries are particular and peculiar to Plaintiffs and the Class as proximate landowners and residents, and are not shared by the general public.

212. Plaintiffs and the Class are entitled to damages as a result thereof.

COUNT V
PRIVATE NUISANCE
(Individually and on Behalf of the Class)

213. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

214. Defendants' conduct allowed gasoline and its constituent compounds, including benzene and other volatile organic compounds, to invade the private use and enjoyment of Plaintiffs' and the Class's land and property.

215. Defendants' conduct allowed offensive odors and gases to invade and disrupt the private use and enjoyment of Plaintiffs' and the Class's land and property.

216. The invasion of Plaintiffs' and the Class's land by Defendants' product, toxic substances, and resulting odors was the foreseeable and proximate result of Defendants' negligent and reckless conduct.

217. Plaintiffs and the Class have suffered injury to the use and enjoyment of their homes, including by the presence of contamination on their properties and in their air and water, the installation and operation of monitoring wells and mitigation equipment, the near-constant surge of industrial activity in a once-peaceful residential neighborhood, displacement from their homes, and the death of vegetation on their properties.

218. Defendants' near-constant remediation activities are a nuisance to the utmost degree. The activities are not confined to business hours and are so loud that, at times, Plaintiffs and the Class feel their homes shaking. Trucks and other vehicles line the streets, and the noise caused by Defendants' activities is unending.

219. To the extent Defendants' presence on Plaintiffs' and the Class's properties is a necessary aspect of remediating the consequences of the Leak, Defendants are responsible for the attendant nuisances that Plaintiffs and the Class experience.

220. Plaintiffs and the Class are entitled to damages as a result thereof.

COUNT VI
TRESPASS
(Individually and on Behalf of the Class)

221. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

222. Plaintiffs own residential property at 5917 Chichester Avenue, Aston, PA 19014.

223. Defendants' conduct caused their hazardous and toxic product to intrude into the water and onto the land of Plaintiffs' Property, without authorization. Defendants further failed to take actions to identify the scope of the intrusion and to remove their product from Plaintiffs' Property.

224. Defendants' conduct and negligence further caused the contamination to intrude, without permission, into the water, air, and/or soil of Class Members' property.

225. Defendants knew or should have known that their failure to maintain safe operations of the Tank Farm and to effectively investigate potential leaks would result in the intrusion of their product on Plaintiffs' and Class Members' property.

226. Defendants' failure to identify and remove their product from Plaintiffs' and Class Members' property after being made aware of each intrusion constitutes a separate and continuing trespass.

227. As a direct and proximate result of Defendants' conduct as set forth herein, Plaintiffs and the Class have suffered damages as alleged herein.

COUNT VII
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(Individually)

228. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

229. Defendants' conduct negligently inflicted emotional distress on Plaintiffs.

230. As a result of Defendants' conduct, Plaintiffs were physically impacted by the release of hazardous substances from Tank 708. Plaintiffs and their minor children involuntarily inhaled benzene and other volatile organic compounds released by the Leak in the indoor air of their home and on their Property; their bodies absorbed those substances, as confirmed by blood testing that detected elevated alkaline phosphatase and elevated phenol levels associated with VOC and benzene exposure; and Plaintiffs and their children continue to be at increased risk of latent injury and disease as a result of that exposure.

231. Plaintiffs and their children were within the zone of danger created by Defendants' Leak. The contamination plume migrated onto their Property; benzene and other VOCs were measured in the indoor air of their home; and Defendants' agents ultimately ordered Plaintiffs to evacuate their home based on dangerous indoor-air readings.

232. Defendants owed Plaintiffs a duty to exercise reasonable care to avoid causing the foreseeable physical impact and emotional distress that resulted from the Leak, the contamination of Plaintiffs' home and Property, and Defendants' concealment of and conflicting statements about the Leak.

233. Plaintiffs' emotional distress has manifested in physical symptoms, including but not limited to sleep disturbance, anxiety, persistent fear for the health and safety of themselves and their minor children, and the symptoms reflected in their abnormal blood-test results described herein.

234. Defendants breached their duty to Plaintiffs by both their actions and inactions.

235. As a direct and proximate result of Defendants' breach, Plaintiffs have suffered severe emotional injury, anxiety, and fear for the health and safety of themselves and their children.

236. Plaintiffs are forced to live with the knowledge that gasoline product and gasoline-related toxins—including benzene, a known carcinogen—have migrated onto their Property and into the air of their home. Plaintiffs no longer feel safe in the home they own and chose as their family residence.

237. Defendants' concealment of and conflicting and misleading statements about the Leak and resulting contamination have caused Plaintiffs to suffer immense stress and anxiety.

238. The contamination caused by the Leak is a continuing source of strain and conflict within Plaintiffs' family and relationships, driven by Plaintiffs' inability to obtain clear assurance that their family is safe and by the prospect of losing the home that took them years to find.

239. Plaintiffs' children are likewise frightened and distressed by the contamination caused by the Leak and the potential health consequences of that contamination.

240. Plaintiffs' emotional distress is compounded by the daily, visible (and audible) reminders of the contamination of their Property, including the continuous operation of a loud vapor-intrusion mitigation system, the monitoring wells and dying trees on their Property, and Defendants' near-constant presence in and around the neighborhood.

241. The severe emotional distress, anxiety, and loss of peace of mind suffered by Plaintiffs are the foreseeable and natural consequences of Defendants' conduct in causing, and failing to mitigate, the release and migration of gasoline onto Plaintiffs' Property.

242. As a result, Plaintiffs have been damaged as alleged herein.

COUNT VIII
MEDICAL MONITORING
(Individually and on Behalf of the Class)

243. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

244. Plaintiffs and the Class were exposed to hazardous substances released from Tank 708, including gasoline and its constituent compounds such as benzene, and they bear a substantial risk of future exposure to such substances because of Defendants' failures to prevent the discharge of the same substances into Plaintiffs' and the Class's soil, water, and properties (both real property and personal property). These exposures occurred, and are likely to continue to occur, at levels greater than normal background levels.

245. The substances to which Plaintiffs and the Class have been exposed and face a substantial risk of future exposure include proven hazardous substances such as benzene, n-hexane, cyclohexane, ethylbenzene, and naphthalene.

246. Defendants' reckless and negligent conduct (as alleged herein) caused these exposures.

247. The exposure to these dangerous substances is such that Plaintiffs and the Class have been placed at an increased risk of contracting latent illness and disease, including but not limited to cancer and other serious diseases and illnesses, and as such requires medical monitoring which Defendants are responsible for providing and paying for.

248. For example, benzene is linked to a higher risk of blood cancers, including but not limited to acute myeloid leukemia and acute lymphoblastic leukemia. Because benzene damages bone marrow and the hematopoietic system, it can produce serious latent diseases—including but not limited to pancytopenia, aplastic anemia, and leukemia—which can appear years after exposure. Benzene exposure also places those exposed at an increased risk of contracting other latent diseases including non-Hodgkin lymphoma, bladder cancer, lung cancer, and cardiovascular disease.

249. Toxicology programs exist to conduct necessary medical monitoring of individuals after exposure to contamination by petroleum products, to detect early signs of the serious latent diseases that may develop decades after the exposure.

250. Such tests include, but are not limited to, hematologic monitoring (e.g., periodic CBC testing to detect early bone marrow toxicity), urine and blood tests for biomarkers of exposure (e.g., tests to measure blood benzene levels or urine tests for hippuric acid, a toluene metabolite), liver and kidney function tests (e.g., tests for creatinine and BUN), low-dose CT scans for lung cancer, ultrasounds of liver and kidneys, and neurologic imaging (e.g., MRIs).

251. As a result, the Court should establish a Court-supervised and administered trust fund and medical monitoring regime to compensate Plaintiffs and the Class for their economic damages.

VII. PRAYER FOR RELIEF

252. Plaintiffs and Class Members seek the following relief:

- a. All compensatory damages and other damages as alleged herein;
- b. Medical monitoring for Plaintiffs and the Class Members;
- c. Punitive damages where allowable;
- d. Pre- and post-judgment interest as allowed by law;
- e. A declaratory judgment that Defendants are responsible for the Leak, and responsible for all past and future costs to fully restore and remediate all environmental and other harms caused by Defendants to Plaintiffs and the Class;
- f. Attorneys' fees and costs pursuant to any applicable statutes and/or regulations;
- g. Equitable and injunctive relief including:
 - i. Notice to all affected persons of the Leak and potential dangers and risks presented by the Leak;
 - ii. Enjoining future operations of the Tank Farm until Defendants are able to fully guarantee its safe operation;
 - iii. Provision of temporary housing and all associated costs to those who reasonably request it as a result of the Leak;
 - iv. Installation of a best-in-class leak detection system for the Tank Farm that can actually detect—and guarantee it will detect—problems in real time;
 - v. Full restoration and remediation of all environmental contamination including but not limited to groundwater, soil, and air, to background concentrations; and
- h. All other relief this Court deems necessary, just, and proper.

VIII. DEMAND FOR TRIAL BY JURY

253. Plaintiffs hereby demand a trial by jury on all claims so triable.

Dated: July 13, 2026

Respectfully submitted,

/s/ Shanon J. Carson

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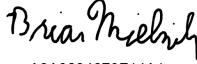
Email: adupont@lockslaw.com

Counsel for Plaintiffs and the Proposed Class

VERIFICATION

The undersigned plaintiff, BRIAN MIELNIK, herein avers that the statements of fact contained in the foregoing CLASS ACTION COMPLAINT are true and correct to the best of his information, knowledge, and belief, and are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities.

Dated: 7/12/2026

Signed by:

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BRIAN MIELNIK

VERIFICATION

The undersigned plaintiff, MICHELLE MIELNIK, herein avers that the statements of fact contained in the foregoing CLASS ACTION COMPLAINT are true and correct to the best of her information, knowledge, and belief, and are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities.

Dated: 7/12/2026

Signed by:

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MICHELLE MIELNIK