

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

CITY OF YOUNGSTOWN,	)	CASE NO. 2026 CV 01361
	)	
Plaintiff,	)	JUDGE W. WYATT MCKAY,
	)	By Assignment
v.	)	
	)	
THE EAST OHIO GAS COMPANY d/b/a	)	<u>ENBRIDGE DEFENDANTS'</u>
ENBRIDGE GAS OHIO, <i>et al.</i> ,	)	<u>ANSWER AND AFFIRMATIVE</u>
	)	<u>DEFENSES WITH COUNTERCLAIM</u>
Defendants.	)	

Defendants The East Ohio Gas Company d/b/a Enbridge Gas Ohio (“Enbridge Gas”), Enbridge, Inc. (“Enbridge, Inc.”), Enbridge (U.S.) Gas Distribution, LLC (“Enbridge U.S. Gas Distribution”), Enbridge Elephant Holdings, LLC (“Enbridge Elephant Holdings”), Enbridge Alternative Fuel, LLC (“Enbridge Alternative”), Enbridge Pipelines (Toledo) Inc. (“Enbridge Toledo”), Enbridge Genoa U.S. Holdings, LLC (“Enbridge Genoa”), Enbridge (U.S.) Inc. (“Enbridge U.S.”), Enbridge EOG Holdings, LLC (“Enbridge EOG”), and Enbridge EOG Holdings II Corporation f/k/a Dominion Energy Questar Corporation (“Enbridge EOG II”) (collectively, “Enbridge”), for their Answer and Affirmative Defenses to the Complaint (the “Complaint”) filed by Plaintiff the City of Youngstown (“Plaintiff”), state as follows:

PRELIMINARY STATEMENT

1. Enbridge states that the allegations in Paragraph 1 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge admits that this action arises out a May 28, 2024 explosion (the “Incident”) that occurred at the Realty Tower, 47 Federal Plaza East, Youngstown, Ohio (“Realty Tower”).

2. Enbridge states that the allegations in Paragraph 2 of the Complaint do not pertain

to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 2 of the Complaint as propounded.

3. Enbridge denies the allegations that pertain to them in Paragraph 3 of the Complaint as propounded. Further answering, Enbridge states that the remainder of the allegations in Paragraph 3 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the remainder of the allegations in Paragraph 3 of the Complaint as propounded.

4. Enbridge admits that the National Transportation Safety Board (“NTSB”) investigated the Incident, states that NTSB reports, determinations, and/or conclusions constitute inadmissible evidence under federal and Ohio law, and denies the remainder of the allegations in Paragraph 4 of the Complaint as propounded.

5. Enbridge denies the allegations that pertain to them in Paragraph 5 of the Complaint as propounded. Further answering, Enbridge states that the remainder of the allegations in Paragraph 5 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the remainder of the allegations in Paragraph 5 of the Complaint as propounded.

PARTIES

6. Enbridge states that the allegations in Paragraph 6 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 6 of the Complaint as propounded.

7. Enbridge admits that Enbridge Gas is an Ohio natural gas public utility corporation, organized for all lawful purposes, including the distribution of natural gas to residential, commercial, and industrial customers in Ohio, and admits that Enbridge Gas’ principal place of

business is in Cleveland, Ohio. Further answering, Enbridge admits that Enbridge Gas Ohio is a registered trade name of Enbridge Gas and that Dominion Energy Ohio was previously a registered trade name for Enbridge Gas until on or about March 6, 2024. Further answering, Enbridge denies the remainder of the allegations in Paragraph 7 of the Complaint as propounded.

8. Enbridge admits that Enbridge, Inc. is a Canadian corporation and denies the remainder of the allegations in Paragraph 8 of the Complaint as propounded.

9. Enbridge admits that Enbridge U.S. Gas Distribution is a Virginia limited liability company, admits that its principal place of business is in Houston, Texas, and denies the remaining allegations in Paragraph 9 of the Complaint as propounded.

10. Enbridge admits that Enbridge Elephant Holdings, also known as Enbridge EOG, is a Delaware limited liability company and a wholly owned subsidiary of Enbridge Genoa. Further answering, Enbridge admits that its principal place of business is in Houston, Texas and denies the remainder of the allegations in Paragraph 10 of the Complaint as propounded.

11. Enbridge admits that Enbridge Alternative is an Ohio limited liability company, admits that its principal place of business is in Houston, Texas, and denies the remainder of the allegations in Paragraph 11 of the Complaint as propounded.

12. Enbridge admits that Enbridge Toledo is a Delaware corporation, admits that its principal place of business is in Houston, Texas, and denies the remaining allegations in Paragraph 12 of the Complaint as propounded.

13. Enbridge admits that Enbridge Genoa is a Delaware limited liability company with its principal place of business is in Houston, Texas. Further answering, Enbridge admits that Enbridge Genoa is a wholly owned subsidiary of Enbridge U.S., which as an indirect wholly owned subsidiary of Enbridge, Inc. Further answering, Enbridge denies the remainder of the allegations

in Paragraph 13 of the Complaint as propounded.

14. Enbridge admits that Enbridge U.S. is a Delaware corporation, admits that its principal place of business is in Houston, Texas, and denies the remaining allegations in Paragraph 14 of the Complaint as propounded.

15. Enbridge admits that Enbridge EOG II is a Utah corporation, admits that its principal place of business is in Houston, Texas, and denies the remaining allegations in Paragraph 15 of the Complaint as propounded.

16. Enbridge admits that Enbridge EOG is a Delaware limited liability company and is a wholly owned subsidiary of Enbridge Genoa. Further answering, Enbridge admits that its principal place of business is in Houston, Texas and denies the remainder of the allegations in Paragraph 16 of the Complaint as propounded.

17. Enbridge states that the allegations in Paragraph 17 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 17 of the Complaint as propounded.

18. Enbridge admits that Enbridge EOG II is a Utah corporation and denies the remaining allegations in Paragraph 18 of the Complaint as propounded.

19. Enbridge states that the allegations in Paragraph 19 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 19 of the Complaint as propounded.

20. Enbridge states that the allegations in Paragraph 20 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 20 of the Complaint as propounded.

21. Enbridge states that the allegations in Paragraph 21 of the Complaint do not pertain

to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 21 of the Complaint as propounded.

JURISDICTION AND VENUE

22. Enbridge states that Paragraph 22 of the Complaint contains legal conclusions and narrative characterizations of Ohio law to which no response is required. To the extent a response is required, Enbridge admits that the Incident occurred in Mahoning County, Ohio, denies for lack of knowledge the remainder of the allegations in Paragraph 22 of the Complaint as propounded, and further states that Ohio law speaks for itself.

23. Enbridge states that Paragraph 23 of the Complaint contains legal conclusions and narrative characterizations of Ohio law to which no response is required. To the extent a response is required, Enbridge denies the allegations in Paragraph 23 of the Complaint as propounded and further states that Ohio law speaks for itself.

FACTUAL ALLEGATIONS

24. Enbridge repeats and incorporates their prior denials, admissions, averments, and defenses as if fully rewritten herein in response to Paragraph 24 of the Complaint.

25. Enbridge states that the allegations in Paragraph 25 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 25 of the Complaint as propounded.

26. Enbridge states that the allegations in Paragraph 26 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 26 of the Complaint as propounded.

27. Enbridge states that the allegations in Paragraph 27 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge

denies for lack of knowledge the allegations in Paragraph 27 of the Complaint as propounded.

28. Enbridge states that the allegations in Paragraph 28 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 28 of the Complaint as propounded.

29. Enbridge states that the allegations in Paragraph 29 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 29 of the Complaint as propounded.

30. Enbridge denies the allegations in Paragraph 30 of the Complaint as propounded.

31. Enbridge denies the allegations in Paragraph 31 of the Complaint as propounded.

32. Enbridge denies the allegations in Paragraph 32 of the Complaint as propounded.

33. Enbridge states that the allegations in Paragraph 33 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 33 of the Complaint as propounded.

34. Enbridge admits that the service line at issue in this case was an inactive pressurized line at the time of the Incident and denies the remainder of the allegations in Paragraph 34 of the Complaint as propounded.

35. Enbridge admits that the service line at issue in this case was an inactive pressurized line at the time of the Incident.

36. Enbridge admits that the NTSB investigated the Incident, states that NTSB reports, determinations, and/or conclusions constitute inadmissible evidence under federal and Ohio law, and denies the remainder of the allegations in Paragraph 36 of the Complaint as propounded.

37. Enbridge denies the allegations that pertain to them in Paragraph 37 of the Complaint as propounded. Further answering, Enbridge states that the remainder of the allegations

in Paragraph 37 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the remainder of the allegations in Paragraph 37 of the Complaint as propounded.

38. Enbridge denies the allegations that pertain to them in Paragraph 38 of the Complaint as propounded. Further answering, Enbridge states that the remainder of the allegations in Paragraph 38 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the remainder of the allegations in Paragraph 38 of the Complaint as propounded.

39. Enbridge denies the allegations that pertain to them in Paragraph 39 of the Complaint as propounded. Further answering, Enbridge states that the remainder of the allegations in Paragraph 39 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the remainder of the allegations in Paragraph 39 of the Complaint as propounded.

COUNT ONE – NEGLIGENCE
ENBRIDGE DEFENDANTS

40. Enbridge repeats and incorporates their prior denials, admissions, averments, and defenses as if fully rewritten herein in response to Paragraph 40 of the Complaint.

41. Enbridge denies the allegations in Paragraph 41 of the Complaint as propounded.

42. Enbridge denies the allegations in Paragraph 42 of the Complaint as propounded.

43. Enbridge states that the allegations in Paragraph 43 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Enbridge denies the allegations in Paragraph 43 of the Complaint as propounded.

44. Enbridge states that the allegations in Paragraph 44 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Enbridge denies

the allegations in Paragraph 44 of the Complaint as propounded.

45. Enbridge states that the allegations in Paragraph 45 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Enbridge denies the allegations in Paragraph 45 of the Complaint as propounded.

46. Enbridge states that the allegations in Paragraph 46 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Enbridge denies the allegations in Paragraph 46 of the Complaint as propounded.

COUNT TWO – NEGLIGENCE PER SE
ENBRIDGE DEFENDANTS

47. Enbridge repeats and incorporates their prior denials, admissions, averments, and defenses as if fully rewritten herein in response to Paragraph 47 of the Complaint.

48. Enbridge states that the allegations in Paragraph 48 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Enbridge denies the allegations in Paragraph 48 of the Complaint as propounded.

49. Enbridge states that the allegations in Paragraph 49 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Enbridge denies the allegations in Paragraph 49 of the Complaint as propounded.

50. Enbridge states that the allegations in Paragraph 50 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Enbridge denies the allegations in Paragraph 50 of the Complaint as propounded.

COUNT THREE – NEGLIGENCE
GREENHEART DEFENDANTS

51. Enbridge repeats and incorporates their prior denials, admissions, averments, and defenses as if fully rewritten herein in response to Paragraph 51 of the Complaint.

52. Enbridge states that the allegations in Paragraph 52 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 52 of the Complaint as propounded.

53. Enbridge states that the allegations in Paragraph 53 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 53 of the Complaint as propounded.

54. Enbridge states that the allegations in Paragraph 54 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 54 of the Complaint as propounded.

55. Enbridge states that the allegations in Paragraph 55 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 55 of the Complaint as propounded.

56. Enbridge states that the allegations in Paragraph 56 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 56 of the Complaint as propounded.

57. Enbridge states that the allegations in Paragraph 57 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 57 of the Complaint as propounded.

58. Enbridge states that the allegations in Paragraph 58 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 58 of the Complaint as propounded.

59. Enbridge states that the allegations in Paragraph 59 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge

denies for lack of knowledge the allegations in Paragraph 59 of the Complaint as propounded.

COUNT FOUR – NEGLIGENCE PER SE
GREENHEART DEFENDANTS

60. Enbridge repeats and incorporates their prior denials, admissions, averments, and defenses as if fully rewritten herein in response to Paragraph 60 of the Complaint.

61. Enbridge states that the allegations in Paragraph 61 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 61 of the Complaint as propounded.

62. Enbridge states that the allegations in Paragraph 62 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 62 of the Complaint as propounded.

63. Enbridge states that the allegations in Paragraph 63 of the Complaint do not pertain to Enbridge and therefore do not require a response. To the extent a response is required, Enbridge denies for lack of knowledge the allegations in Paragraph 63 of the Complaint as propounded.

64. Enbridge denies any and all allegations not heretofore admitted to be true and denies any and all allegations contained in any headings, unnumbered paragraphs, and/or introductory sections of the Complaint. Enbridge further denies that Plaintiff is entitled to the relief requested in the Complaint, including, but not limited to, Plaintiff's Prayer for Relief following Paragraph 63 of the Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state claims upon which relief can be granted.
2. Plaintiff's claims, in whole or in part, are barred by lack of subject matter jurisdiction.
3. Plaintiff's claims, in whole or in part, are barred by lack of personal jurisdiction.

4. Plaintiff's claims, in whole or in part, are barred by the lack of colorable or cognizable causes of action under Ohio law.

5. Plaintiff's claims, in whole or in part, are barred by lack of standing or capacity.

6. Plaintiff's claims, in whole or in part, are barred because any alleged damages sustained in this case resulted from the intervening or superseding acts of third parties over which Enbridge had no control.

7. Plaintiff's claims, in whole or in part, are barred because any alleged damages sustained in this case were directly and proximately caused by the actions or inactions of other parties over which Enbridge had no control.

8. Plaintiff's claims, in whole or in part, are barred by the contributory or comparative negligence of other parties over which Enbridge had no control.

9. Without admitting whether Plaintiff is entitled to recover its alleged damages, which recovery is specifically denied, if actual damages are proven by Plaintiff, such damages were directly and proximately caused or contributed by parties other than Enbridge and over whom Enbridge exercised no control. The liability, if any, of Enbridge and any other responsible parties, whether named or unnamed in this action, must be apportioned according to their relative degrees of fault in accordance with Ohio Revised Code §§2307.22 - 2307.29 and 2315.32 - 2315.36.

10. Plaintiff's claims, in whole or in part, are barred by the assumption of risk doctrine.

11. Plaintiff's claims, in whole or in part, are barred by the doctrine of unclean hands.

12. Plaintiff's claims, in whole or in part, are barred by the failure to join all necessary and/or indispensable parties.

13. Plaintiff's claims, in whole or in part, are barred by lack of duty owed to Plaintiff.

14. Plaintiff's claims, in whole or in part, are barred by lack of notice or foreseeability.

15. Plaintiff's claims, in whole or in part, are barred by failure to suffer its alleged injuries or damages.

16. Plaintiff's claims, in whole or in part, are barred by the failure to mitigate its alleged damages, if any.

17. Plaintiff's claims, in whole or in part, are barred because Enbridge Gas acted in accordance with its tariff, federal and state pipeline safety codes and regulations, and accepted standards and practices of the natural gas utility industry.

18. Plaintiff's claims, in whole or in part, are barred because Enbridge Gas' tariff precludes liability on Plaintiff's claims.

19. Plaintiff's claims, in whole or in part, are barred or limited by any recovery that Plaintiff has received or will receive from collateral sources.

20. Plaintiff's claims, in whole or in part, are barred by the doctrines of waiver, estoppel, and/or laches.

21. Plaintiff's claims, in whole or in part, are barred by Ohio's economic-loss rule.

22. Plaintiff's claims, in whole or in part, are barred because the distribution of natural gas is not an ultra-hazardous or inherently or abnormally dangerous activity under Ohio law.

23. Enbridge expressly reserves the right to supplement or amend this Answer and add additional defenses, as such defenses are made known during discovery.

WHEREFORE, Enbridge respectfully requests that the Court enter judgment in their favor, dismiss Plaintiff's Complaint with prejudice, award Enbridge their costs (including reasonable attorneys' fees and disbursements with interest), and grant Enbridge such other relief as the law, equity, and justice require.

Respectfully submitted,

/s/ Matthew R. Rechner

MATTHEW R. RECHNER (0074446)

RICHARD W. CLINE (0068560)

ALEX TOMINC (0100689)

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Fuel, LLC, Enbridge Pipelines (Toledo) Inc.,
Enbridge Genoa U.S. Holdings, LLC, Enbridge
(U.S.) Inc., Enbridge EOG Holdings, LLC, and
Enbridge EOG Holdings II Corporation f/k/a
Dominion Energy Questar Corporation*

ENBRIDGE GAS' COUNTERCLAIM
AGAINST THE CITY OF YOUNGSTOWN

For its Counterclaim against Plaintiff/Counterclaim-Defendant the City of Youngstown (the "City"), Defendant/Counterclaim-Plaintiff The East Ohio Gas Company d/b/a Enbridge Gas Ohio ("Enbridge Gas"), states as follows:

1. For the sole purpose of asserting its Counterclaim and without admitting the truth of the allegations set forth therein, Enbridge Gas incorporates, by reference, the Complaint filed by the City in this action. As if fully rewritten herein, Enbridge Gas also repeats and incorporates its denials, admissions, averments, and defenses contained within its Answer and Affirmative Defenses to the City's Complaint in this action.

2. The City owed duties to exercise ordinary and reasonable care in its solicitation, bidding, hiring, authorization, training, supervision, inspection, monitoring, oversight, and control of contractors, subcontractors, or other third parties, including, but not limited to, Greenheart Companies, LLC ("Greenheart") and any alleged subcontractors, in connection with the performance of construction services, including, but not limited to, removal and/or relocation of private utilities, at or around Realty Tower prior to the Incident.

3. Without admitting the truth of the allegations, the City alleges that such work constitutes an inherently dangerous activity, and as such, the City's duties are non-delegable and the City knew or should have known that such work posed a foreseeable risk of harm in the event the work was not performed with the requisite degree of care.

4. The City breached its duties by, among other things, failing to properly solicit, bid, hire, authorize, train, supervise, inspect, monitor, oversee, and control contractors, subcontractors, or other third parties, including, but not limited to, Greenheart and any alleged subcontractors, in connection with the performance of construction services, including, but not limited to, removal

and/or relocation of private utilities, at or around Realty Tower prior to the Incident.

5. Enbridge Gas sustained damages as a direct and proximate result of the City's breach of its duties.

6. As a direct and proximate result of the City's breach of its duties, Enbridge Gas has and will be required to make payments to third parties, for which Enbridge Gas is entitled to and hereby demands contribution and/or indemnification from the City.

WHEREFORE, Defendant/Counterclaim-Plaintiff Enbridge Gas respectfully demands judgment against Plaintiff/Counterclaim-Defendant the City of Youngstown as follows:

- (a) Compensatory damages in excess of \$25,000 to be proven at trial;
- (b) Contribution and indemnification from the City of Youngstown for any sums that Enbridge Gas has been or will be required to pay to third parties;
- (c) Awarding Enbridge Gas its costs and disbursements, including reasonable attorney fees and interest; and
- (d) Granting Enbridge Gas such additional relief as the law, equity, and justice require.

Respectfully submitted,

/s/ Matthew R. Rechner

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Elephant Holdings, LLC, Enbridge Alternative
Fuel, LLC, Enbridge Pipelines (Toledo) Inc.,
Enbridge Genoa U.S. Holdings, LLC, Enbridge
(U.S.) Inc., Enbridge EOG Holdings, LLC, and
Enbridge EOG Holdings II Corporation f/k/a
Dominion Energy Questar Corporation*

CERTIFICATE OF SERVICE

A copy of the foregoing **Enbridge Defendants' Answer and Affirmative Defenses to Plaintiff's Complaint with Counterclaim** was filed electronically with the Court on July 29, 2026. Pursuant to Civ.R. 5(B)(3), notice of this filing will be sent to all counsel through the Court's eFile system. Parties can access this document through the Court's eFile system.

/s/ Matthew R. Rechner

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