

STATE OF NEW YORK
SUPREME COURT : COUNTY OF WYOMING

RICHARD and KAREN SLOWINSKI
2018 French Road
Sheldon, New York 14167

Plaintiffs,

vs.

INVENERGY LLC
One South Wacker Drive
Suite 1900
Chicago, IL 60606

Defendant.

46066

COMPLAINT

Index No.:

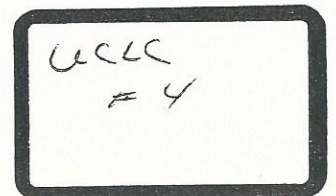
WYOMING COUNTY CLERK
WARSAW, N.Y.

2013 SEP 24 PM 4: 04

Plaintiffs, complaining of the Defendants, by Lippes & Lippes, their attorneys, allege the following:

PARTIES

1. That at all times herein after mentioned, the Plaintiffs Richard Slowinski and Karen Slowinski reside at 2018 French Road, Town of Sheldon, County of Wyoming, and State of New York.
2. Upon information and belief, Defendant Invenergy LLC ("Invenergy"), was and is a domestic corporation, authorized to do business in the State of New York.
3. Upon information and belief, the Defendant Invenergy, has its primary office located at One South Wacker Drive, Suite 1900, City of Chicago, State of Illinois.



FACTS

4. Plaintiffs Richard Slowinski and Karen Slowinski, own Plaintiffs' residence located at address 2018 French Road, Town of Sheldon, County of Wyoming, and State of New York.

5. Upon information and belief, Defendant Invenergy created and owns a wind energy operation, including six wind turbines on property located within 800-1500 feet from the property owned by Plaintiffs Richard Slowinski and Karen Slowinski.

6. Upon the construction of and operation of the wind turbines, Defendants have destroyed Plaintiffs' rural viewshed from their property.

7. Upon the construction of and operation of the wind turbines, Defendants have caused constant noise and vibrations significantly impacting the health and wellbeing of the Plaintiffs causing them to become sick, sore, lame and disabled.

8. Upon the construction of and operation of the wind turbines, Defendants have caused constant noise and vibrations significantly diminishing the value of Plaintiffs property and home.

9. Defendants operation of such wind turbines, as aforesaid, has caused and continues to cause the Plaintiffs an inability to sell their property.

10. Upon information and belief, Defendant's wind turbines have violated, on a regular basis, town noise ordinances that restrict the noise levels to 50 decibels.

11. Moreover, Defendants operation of such wind turbines caused noise pollution and vibrations to occur, creating a nuisance and interfering with Plaintiffs' exclusive possessory interest in their property, and causing Plaintiffs' quality of life to be significantly diminished.

12. In spite of being informed of the nuisance condition created by the Defendant, the Defendant has refused to either abate the nuisance or otherwise engage in any mitigating measures, intentionally continuing the nuisance that they have created, causing a significant diminishment of the Plaintiffs' use and enjoyment of his property, quality of life, health, value of Plaintiffs' property and economic wellbeing.

AS AND FOR A FIRST CAUSE OF ACTION:
TRESPASS

13. Plaintiffs repeat and reallege each and every allegations set forth in paragraph "1" through "12" inclusive of this Complaint with the same force and effect as set forth in total herein.

14. Defendants have intentionally caused noise pollution and vibrations to enter Plaintiffs' property, causing Plaintiffs to become sore, sick, lame and disabled, diminishing Plaintiffs' property value, and interfering with Plaintiffs' exclusive possessory interests in their property.

15. By reason of the foregoing, Defendants have caused and continues to cause a trespass upon Plaintiffs property and has interfered and continues to interfere with Plaintiffs' exclusive possessory interests in their property.

16. By reason of the foregoing, Defendants have caused damage to Plaintiffs' real property as well as causing a loss in value of Plaintiffs' property and has adversely affected Plaintiffs' health, wellbeing and quality of life.

17. Wherefore, Plaintiffs seek damages as indicated in the Ad Damnum Clause of this Complaint.

AS AND FOR A SECOND CAUSE OF ACTION:
NUISANCE

18. Plaintiffs repeat and reallege each and every allegations set forth in paragraph "1" through "17" inclusive of this Complaint with the same force and effect as set forth in total herein.

19. By reason of the actions and omissions of the Defendants alleged herein, Defendants have created a nuisance that has substantially interfered with the use, enjoyment and value which Plaintiffs are entitled to in their property and has diminished Plaintiffs' health, wellbeing, and quality of life.

20. Defendants' interference with the property of Plaintiffs continues to this day.

21. Defendants' interference with the property of the Plaintiffs was and is unreasonable in character.

22. Wherefore, Plaintiffs seek damages as indicated in the Ad Damnum Clause of this Complaint.

AS AND FOR A THIRD CAUSE OF ACTION:
NEGLIGENCE

23. Plaintiffs repeat and reallege each and every allegations set forth in paragraph "1" through "22" inclusive of this Complaint with the same force and effect as set forth in total herein.

24. At all times herein mentioned, Defendants knew or in the exercise of reasonable care should have known that its actions and activities were done in such a manner to cause damage to the Plaintiffs' health, quality of life and property.

25. The aforesaid occurrence was not caused or due to the carelessness or negligence on the part of the Plaintiffs.

26. Defendants owed Plaintiffs a duty of reasonable care in the manner in which they operated their wind energy activities, fell below such standard of reasonable care, and as a result of the foregoing Plaintiffs sustained damage to their health, property, and their quality of life has been diminished.

27. Moreover, as a result of the foregoing, Plaintiffs have sustained a diminution in their real property value.

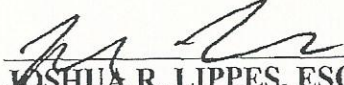
28. Wherefore, Plaintiffs seek damages as indicated in the Ad Damnum Clause of this Complaint.

AD DAMNUM CLAUSE

WHEREFORE, Plaintiffs demand judgment against the Defendant as follows:

1. The sum of \$1,000,000.00 to compensate the Plaintiffs for their personal injuries, lost quality of life and loss in property value;
2. The sum of \$1,000,000.00 as punitive damages;
3. The costs of this action;
4. Any such further and other relief that the Court may deem just and proper.

Dated: Buffalo, New York
September 19, 2013



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