**IN THE UNITED STATES DISTRICT COURT**
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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| **NORFOLK SOUTHERN RAILWAY COMPANY**,<br>Plaintiff,<br><br>v.<br><br>**HIGHWAY MATERIALS, LLC f/k/a HIGHWAY MATERIALS, INC., CORSON LIME COMPANY, UNITED STATES LIME & MINERALS, INC., and NOSROC CORPORATION f/k/a G. & W.H CORSON, INC.**<br><br>Defendants. | Case No. 2:25-cv-3637 |

## COMPLAINT

Plaintiff Norfolk Southern Railway Company ("Norfolk Southern") hereby files this Complaint against defendants Highway Materials, LLC f/k/a Highway Materials, Inc. ("Highway Materials"), Corson Lime Company ("CLC"), United States Lime & Minerals, Inc. ("USLM") (together with CLC, "Corson Lime"), and Nosroc Corporation f/k/a G. & W.H. Corson, Inc. ("Nosroc"), and avers as follows:

## PARTIES

1. Norfolk Southern is incorporated under the laws of the Commonwealth of Virginia with its principal place of business located in Atlanta, Georgia.

2. Highway Materials is a Delaware limited liability company.

3. Upon information and belief, no members of Highway Materials are citizens of Virginia or Georgia.

4. CLC is incorporated under the laws of the Commonwealth of Pennsylvania with its principal place of business in Dallas, Texas.

5. USLM is incorporated under the laws of the State of Texas with its principal place of business in Dallas, Texas.

6. Upon information and belief, USLM is the parent and/or successor to CLC by merger, formal or *de facto*, and/or by assumption of CLC's liabilities when CLC ceased operations in or about 1997 and USLM invested CLC's assets into USLM's other business operations.

7. Nosroc is incorporated under the laws of the Commonwealth of Pennsylvania with its principal place of business in Newtown, Pennsylvania.

## JURISDICTION

8. Jurisdiction in this matter is based upon 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between Norfolk Southern and the defendants, and because the amount in controversy exceeds $75,000.00.

## VENUE

9. Venue properly lies in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions occurred within this judicial district.

## SUBJECT PROPERTIES

10. Norfolk Southern operates as an interstate rail carrier subject to the jurisdiction of the United States Surface Transportation Board, and is governed by the provisions of the Interstate Commerce Act, 49 U.S.C. § 10101, *et seq.*

11. Norfolk Southern owns property over which it operates a railroad right of way that traverses in an East to West direction from Stenton Avenue, crossing Joshua Road, and ending at Flourtown Road in Whitemarsh Township, Montgomery County, Pennsylvania (the "ROW").

12. One or more quarries neighbor the ROW to the south at or near the addresses of 5101 Joshua Road, Plymouth Meeting, Pennsylvania 19462 and 5100 Joshua Road, Plymouth Meeting, Pennsylvania 19462 (the "Quarry").

13. The defendants are the current and/or former owners and/or operators of the Quarry.

14. Highway Materials owned and/or operated the of the Quarry since 1997.

15. Prior to Highway Materials, the Quarry was owned and/or operated by CLC since 1982.

16. Prior to CLC, the Quarry was owned and/or operated by Nosroc.

**THE SINKHOLE(S)**

17. On or about July 16, 2023, a sinkhole appeared on the ROW but did not interfere with the tracks and rail operations.

18. Norfolk Southern inspected and filled the sinkhole with ballast to allow for continued usage of the ROW for rail traffic.

19. On or about July 17, 2023, the same or another sinkhole appeared at a different location on the ROW, affected the tracks, and resulted in a train derailment.

20. The Pennsylvania Department of Environmental Protection ("DEP") and Highway Materials were among other entities that responded to the July 17, 2023 derailment and sinkhole.

21. The DEP advised Norfolk Southern to repair the sinkhole.

22. Norfolk Southern excavated the sinkhole and the hole was backfilled with layers of stone of decreasing size that were tamped into the hole by the excavator to the point where there was no apparent movement of the stone.

23. Tracks were replaced and reestablished so that Norfolk Southern could resume rail traffic over the ROW.

24. The DEP subsequently informed Norfolk Southern that sinkhole occurred within the zone of influence under the permit issued for the Quarry and was the responsibility of the Quarry owner.

25. Norfolk Southern contacted Highway Materials to discuss the repairs for the sinkhole on the ROW.

26. Highway Materials, however, denied responsibility for the sinkhole.

27. After the first appearance of the sinkhole in July 2023, there were multiple recurrences of the same or other sinkholes on the ROW.

28. Due to the threat of the recurrence of sinkholes affecting Norfolk Southern's ROW and use of its property, Norfolk Southern implemented a remedial plan by using compaction grouting to stabilize the subsurface conditions on the ROW caused by the sinkhole(s).

29. The costs incurred by Norfolk Southern to date to remediate the sinkhole(s) total no less than $2,110,915.27.

## MINING OPERATIONS

30. The Quarry pits next to the ROW have been actively mined by Nosroc, Corson Lime, and Highway Materials (collectively, the "Defendants") since at least the 1950s.

31. Upon information and belief, the mining practices employed by the Defendants included, among other things, the dewatering of the aquifer under the ROW.

32. The Defendants also allowed water to channel on the berm between the Quarry and the ROW directing surface water to the general location of the sinkhole(s).

33. The Defendants' individual and/or collective operation of the Quarry caused the formation of the sinkhole(s) under the ROW.

**COUNT I – Nuisance**

34. Norfolk Southern incorporates the preceding paragraphs as if set forth fully at length herein.

35. The Defendants' mining actions at the Quarry caused the sinkhole(s) on the ROW.

36. Without prejudice to other casual effects, dewatering the aquafer under the ROW and channeling water from the berm from the Quarry to the ROW caused the sinkhole(s) to form under the surface of the ROW.

37. The occurrence and recurrence of the sinkhole(s) on the ROW prevented Norfolk Southern's use and enjoyment of its property.

38. When the sinkholes appeared on July 17, 2023, the sinkhole caused a derailment of a train.

39. Norfolk Southern was not able to operate trains over the ROW when the sinkhole(s) appeared and/or reappeared on the ROW.

40. The creation of sinkholes on neighboring properties is a foreseeable risk in operating a quarry.

41. It is a foreseeable risk that dewatering an aquafer in known karst geology may cause sinkholes to form.

42. The Defendants, individually and/or collectively, failed to take proper precautions to prevent the formation of the sinkhole(s) on the ROW and continued to operate the Quarry despite knowing the risk it was posing to the neighboring active railroad.

43. As a result of the Defendants' individual and/or collective interference with the use and enjoyment of the ROW, Norfolk Southern incurred the costs to stabilize the ROW from the effects of the sinkhole(s).

WHEREFORE, Norfolk Southern Railway Company respectfully demands that judgment be entered in its favor and against defendants, Highway Materials, LLC f/k/a Highway Materials, Inc., Corson Lime Company, United States Lime & Minerals, Inc., and Nosroc Corporation f/k/a G. & W.H. Corson, Inc., jointly and severally, in the amount of $2,110,915.27 plus interest, costs, and attorneys' fees, such additional amounts as may be established as necessary to abate the nuisance, and such other relief as the Court may allow.

**COUNT II – Negligence**

44. Norfolk Southern incorporates the preceding paragraphs as if set forth fully at length herein.

45. The Defendants were required to use the Quarry in a manner that would not impair the ROW.

46. The Defendants, individually and/or collectively, breached the duty owed to Norfolk Southern by dewatering the aquafer under the ROW and allowing water to channel onto the ROW from the Quarry.

47. The Defendants' individual and/or collective acts of dewatering the aquafer under the ROW and allowing water to channel onto the ROW from the Quarry caused the formation of the sinkhole(s) under the ROW that became exposed on or about July 16, 2023.

48. As a result of the formation of the sinkhole(s) under the ROW, Norfolk Southern incurred no less than $2,110,915.27 to remediate the sinkhole(s) and stabilize the ROW.

WHEREFORE, Norfolk Southern Railway Company respectfully demands that judgment be entered in its favor and against defendants, Highway Materials, LLC f/k/a Highway Materials, Inc., Corson Lime Company, United States Lime & Minerals, Inc., and Nosroc Corporation f/k/a G. & W.H. Corson, Inc., jointly and severally, in the amount of $2,110,915.27 plus interest, costs,

and attorneys' fees, such additional amounts as may be established as necessary to stabilize its property, and such other relief as the Court may allow.

**COUNT III – Negligence Per Se (Highway Materials)**

49. Norfolk Southern incorporates the preceding paragraphs as if set forth fully at length herein.

50. Highway Materials, as the current operator of the Quarry, is required by law to properly monitor and abate sinkholes on neighboring properties.

51. Highway Materials was notified of the sinkhole(s) that appeared on the ROW.

52. Highway Materials failed to take the actions required to abate and stabilize the sinkhole(s) on the ROW.

53. By failing to properly remediate the sinkhole(s) on the ROW and stabilize the ROW so that Norfolk Southern could continue to operate its interstate railroad on the ROW, Norfolk Southern incurred no less than $2,110,915.27 to remediate the sinkhole(s) and stabilize the ROW.

WHEREFORE, Norfolk Southern Railway Company respectfully demands that judgment be entered in its favor and against defendants, Highway Materials, LLC f/k/a Highway Materials, Inc., Corson Lime Company, United States Lime & Minerals, Inc., and Nosroc Corporation f/k/a G. & W.H. Corson, Inc., jointly and severally, in the amount of $2,110,915.27 plus interest, costs, and attorneys' fees, such additional amounts as may be established as necessary to stabilize its property, and such other relief as the Court may allow.

Respectfully submitted,

**COHEN & FREY P.C.**

By: /s/ Jeffrey D. Cohen
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Date: July 16, 2025