

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

RILEY NATURAL GAS COMPANY,
a West Virginia corporation,

Plaintiff,

v.

Civil Action No. 15-C-405-3

NORTHSTAR ENERGY CORPORATION,
A West Virginia corporation,

Defendant.

FILED
2015 NOV 19 P 2:35
CIRCUIT COURT

ANSWER TO COMPLAINT

Comes now the Defendant, Northstar Energy Corporation (“Northstar”), by its counsel Stephen L. Thompson, and in response to the Complaint by Riley Natural Gas Company (“RNG” or “Plaintiff”) would say as follows:

1. In response to Paragraphs 1 of the Plaintiff’s Complaint, Northstar states that the averments are conclusory and unsupported by any specific allegations and therefore Northstar does not believe it is required to respond. To the extent that a response is deemed necessary, Northstar denies the allegation and demands strict proof thereof.

2. With regard to the allegations contained in Paragraph 2 of the Plaintiff’s Complaint, Northstar admits that RNG seeks a declaratory judgment from the Court against Northstar. As to the remaining allegations contained in Paragraph 2 Northstar is not in possession of the agreement referred to therein and is without sufficient information to either admit or deny the same and demands strict proof thereof.

3. Northstar is without sufficient information to either admit or deny the allegations contained in Paragraph 3 of the Plaintiff’s Complaint as it is not in possession of the agreement referred to and demands strict proof thereof.

4. Northstar admits the allegations contained in Paragraphs 4, 5, 6 and 7 of the Plaintiff's Complaint .

5. With regard to the allegations contained in Paragraph 8 of the Plaintiff's Complaint, Northstar admits that RNG is engaged in the business of buying, selling, and marketing natural gas, including on behalf of natural gas producing companies like Northstar. Northstar is without sufficient information to either admit or deny that RNG is not a producer of natural gas and demands strict proof thereof.

6. Northstar denies the allegations contained in Paragraph 9 of the Plaintiff's Complaint as it is no longer engaged in the business of natural gas production.

7. Northstar is without sufficient knowledge to either admit or deny the allegations contained in Paragraph 10 of the Plaintiff's Complaint as it is not in possession of the Agreement referred to and is otherwise without sufficient knowledge and demands strict proof thereof.

8. Northstar is without sufficient knowledge to either admit or deny the allegations contained in Paragraphs 11, 12, 13 and 14 of the Plaintiff's Complaint and demands strict proof thereof.

9. Northstar is without sufficient knowledge to either admit or deny the allegations Contained in Paragraph 15 of the Plaintiff's Complaint and would say that the Agreement referred to as Exhibit A was not attached to the Complaint served upon Northstar.

10. With regard to the allegations contained in Paragraph 16 of the Plaintiff's Complaint Northstar is without sufficient knowledge to either admit or deny that, without the agreements and commitments by Northstar, RNG would not have acquired DTI Gateway firm transportation capacity on behalf of Northstar and demands strict proof thereof. Northstar admits

the remaining allegations contained in Paragraph 16 and were representations to Northstar by representatives of RNG.

11. Northstar is without sufficient knowledge to either admit or deny the allegations contained in Paragraphs 17, 18, 19, 20, 21, 22 and 23 of the Plaintiff's Complaint as no Exhibits were attached to the Complaint that was served upon Northstar and Northstar demands strict proof thereof.

12. Northstar denies the allegations contained in Paragraph 24 of the Plaintiff's Complaint and demands strict proof thereof.

13. With regard to the allegations contained in Paragraphs 25, 26, 27, 28 and 29 of the Plaintiff's Complaint Northstar is without knowledge to either admit or deny the allegations as it does not have a copy of the Exhibit B and no Exhibits were attached to the Complaint that was served upon Northstar. Further, Northstar denies that Plaintiff is entitled to any relief from Northstar and demands strict proof thereof.

14. Northstar admits the allegations contained in Paragraph 30 of the Plaintiff's Complaint, but it is without knowledge or information to admit that Plaintiff is entitled to recover the same from Northstar and therefore denies that Plaintiff is entitled to any relief from Northstar and demands strict proof thereof.

15. With regard to the allegations contained in Paragraphs 31, 32, 33 of the Plaintiff's Complaint, Northstar is without knowledge to either admit or deny the allegations as it does not have a copy of the Exhibit B and no Exhibits were attached to the Complaint that was served upon Northstar. Further, Northstar denies that Plaintiff is entitled to any relief from Northstar and demands strict proof thereof.

16. With regard to Paragraph 34 of the Plaintiff's Complaint, the Defendant incorporates its answer to Paragraphs 1 through 33 the same as if fully set forth herein.

17. With regard to the allegations contained in Paragraph 35 of the Plaintiff's Complaint, Northstar is without knowledge to either admit or deny the allegations as it does not have a copy of the Exhibit B and no Exhibits were attached to the Complaint that was served upon Northstar. Further, Northstar demands strict proof thereof.

18. With regard to Paragraph 36 of the Plaintiff's Complaint, the Defendant incorporates its answer to Paragraphs 1 through 35 the same as if fully set forth herein.

19. With regard to the allegations contained in Paragraph 37 of the Plaintiff's Complaint, Northstar is without knowledge to either admit or deny the allegations as it does not have a copy of the Exhibit B and no Exhibits were attached to the Complaint that was served upon Northstar. Further, Northstar demands strict proof thereof.

20. Northstar denies the allegations contained in Paragraph 38 of the Plaintiff's Complaint and demands strict proof thereof.

21. Unless expressly admitted herein, Northstar denies all remaining allegations contained in Plaintiff's Complaint.

22. Northstar denies each and every allegation not specifically admitted herein.

23. Northstar denies that the Plaintiff is entitled to any relief whatsoever from this Court.

24. Northstar denies that the Plaintiff has suffered any damages, and denies that the Plaintiff is entitled to recover of or from the Defendant in any amount.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim against the Defendant upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

The Defendant reserves the right to amend its answer and affirmative and other defenses to assert any other matter constituting an avoidance, affirmative defense and/or equitable bar to recovery if investigation, discovery, and should further information warrant such amendment, and further, to assert any such claims, counterclaims, cross-claims, other claims or matters of law as investigation and discovery may prove applicable.

THIRD AFFIRMATIVE DEFENSE

Defendant asserts that the Plaintiff's Complaint is barred by the equitable or affirmative defense of unclean hands and that Plaintiff's claims are contrary to the facts.

FOURTH AFFIRMATIVE DEFENSE

Northstar asserts the affirmative defense or equitable bar to recovery of the impossibility of performance regarding Plaintiff's Agreement.

FIFTH AFFIRMATIVE DEFENSE

To the extent supported by the facts of the case, Defendant asserts the affirmative defense of intervening and superseding causes.

SIXTH AFFIRMATIVE DEFENSE

To the extent supported by the facts of the case, Defendant asserts and relies upon the doctrine of unavoidable consequences.

SEVENTH AFFIRMATIVE DEFENSE

This Defendant affirmatively states that if the Plaintiff sustained the damages of which it complains, all of which are specifically denied, those alleged damages were proximately caused by, or substantially contributed to by reason of the actions and conduct of other persons, firms or corporations, and not by reason of the actions and conduct on the part of this Defendant.

EIGHTH AFFIRMATIVE DEFENSE

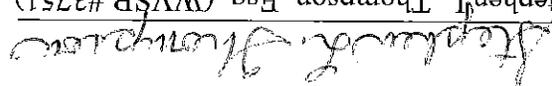
Plaintiff's claims against this Defendant are barred by reason of the equitable bar to

recovery, of waiver and/or estoppel.

WHEREFORE, Defendant Northstar Energy Corporation, Inc., prays that it have

judgment awarded in its favor and be awarded its reasonable costs, expenses, and attorney fees occurred in the defense of this action, together with such other and further relief as this Court may deem appropriate.

NORTSTAR ENERGY CORPORATION
a West Virginia corporation
By Counsel


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IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

RILEY NATURAL GAS COMPANY,
a West Virginia corporation,

Plaintiff,

v.

NORTHSTAR ENERGY CORPORATION,
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Defendant.

CERTIFICATE OF SERVICE

I, Stephen L. Thompson, do hereby certify that I have served the foregoing ANSWER TO COMPLAINT upon the following by depositing a true and exact copy thereof in envelopes, this 18TH day of November, 2015, addressed as follows:

Lori A. Dawkins, Esq.
600 17th Street, Ste. 1950 S
Denver, CO 80202

Shawn A. Morgan, Esq.
Stephoe & Johnson
400 White Oaks Boulevard
Bridgeport, WV 26330

Stephen L. Thompson

Stephen L. Thompson

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