IN THE CIRCUIT COURT OF WETZEL COUNTY, WEST VIRGINIA

MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C. Plaintiff, v. J.F. ALLEN COMPANY; AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.; REDSTONE INTERNATIONAL INC.; CIVIL & ENVIRONMENTAL CONSULTANTS, INC.; and COASTAL DRILLING EAST, LLC. Defendants.	Case No. 16-C-82 Judge Cramer

FILED
2016 SEP 23 AM 9:08
SHARON CHAMBLEY
CIRCUIT CLERK
WETZEL COUNTY, WV

DEFENDANT REDSTONE INTERNATIONAL, INC.'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF MARKWEST LIBERTY MIDSTREAM & RESOURCES, LLC'S COMPLAINT

The Defendant Redstone International Incorporated ("Redstone"), as and for its Answer to the Complaint filed by the Plaintiff Markwest Liberty Midstream & Resources, LLC ("Markwest"), hereby avers and states that:

OVERVIEW

1. It is admitted that, upon information and belief, MarkWest owns and operates the Mobley Processing Plant in Wetzel County, West Virginia (the "Mobley Site"), and sought to increase its operations at that site. Redstone is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 1 of the Complaint, and those allegations are therefore denied.

2. The allegations contained in paragraph 2 of the Complaint are admitted.

3. The allegations contained in paragraph 3 of the Complaint are denied as stated. By way of further response, Redstone's understanding of MarkWest's plan for the Mobley V area was derived from the July 2014 Instructions to Bidders attached to the Request for Proposal promulgated by CEC on behalf of MarkWest. To the extent these allegations differ from that document, and in particular the section therein entitled "Project Summary", such allegations are denied.

4. The allegations contained in paragraph 4 of the Complaint are admitted.

5. The allegations contained in paragraph 5 of the Complaint refer in part to a document, which speaks for itself. Redstone is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 5 of the Complaint. The allegations of paragraph 5 are therefore denied.

6. The allegations of paragraph 6 are directed at a party other than Redstone, and therefore no response is required.

a) The allegations of paragraph 6a are directed at parties other than Redstone, and therefore no response is required.

b) Redstone specifically denies that it failed to construct the Retaining Wall in a timely and workmanlike manner. To the contrary, Redstone met and/or exceeded all of its contractual obligations. The remaining allegations of paragraph 6b are directed at parties other than Redstone, and therefore no response is required.

c) Redstone specifically denies any implication in paragraph 6c that it made any engineering and/or construction mistakes on the Project. The remaining allegations

of paragraph 6c are directed at parties other than Redstone, and therefore no response is required.

d) The allegations of paragraph 6d are directed at a party other than Redstone, and therefore no response is required.

e) Redstone denies that it "refused" to pay for work performed by its subcontractors. By way of further response, Redstone was unable to pay certain of its vendors and subcontractors that provided material, equipment, or services for the Mobley Project because JF Allen failed to make timely and proper payment to Redstone for the work performed by Redstone on the Mobley Project. The remaining allegations of paragraph 6e are directed at parties other than Redstone, and therefore no response is required.

7. Redstone denies that it engaged in any failures on the Project, and further denies that it is responsible for any damages that MarkWest allegedly suffered. The remainder of paragraph 7 contains allegations directed at other parties, and legal arguments and conclusions, to which no response is required.

PARTIES

8. Redstone is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint, and the same are therefore denied.

9. The allegations of paragraph 9 of the Complaint are admitted.

10. The allegations of paragraph 10 of the Complaint are admitted.

11. Redstone is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 of the Complaint, and the same are therefore denied.

12. Redstone is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Complaint, and the same are therefore denied.

13. Redstone is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Complaint, and the same are therefore denied.

JURISDICTION AND VENUE

14. The allegations of paragraph 14 contain legal arguments and conclusions to which no response is required. To the extent a response is required, the allegations of paragraph 14 are denied.

15. The allegations of paragraph 15 contain legal arguments and conclusions to which no response is required. To the extent a response is required, the allegations of paragraph 15 are denied.

16. The allegations of paragraph 16 contain legal arguments and conclusions to which no response is required. To the extent a response is required, the allegations of paragraph 16 are denied.

FACTUAL BACKGROUND

17. The allegations of paragraph 17 refer to a document which speaks for itself. To the extent the allegations of paragraph 17 contradict that document, they are denied.

18. The allegations of paragraph 18 refer to a document which speaks for itself. To the extent the allegations of paragraph 18 contradict that document, they are denied.

19. The allegations of paragraph 19 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 19 also refer to a document

which speaks for itself. To the extent the allegations of paragraph 19 contradict that document, they are denied.

20. The allegations of paragraph 20 refer to a document which speaks for itself. To the extent the allegations of paragraph 20 contradict that document, they are denied.

21. The allegations of paragraph 21 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

22. The allegations of paragraph 22 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

23. The allegations of paragraph 23 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

24. The allegations of paragraph 24 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

25. The allegations of paragraph 25 are denied as stated. By way of further response, J.F. Allen subcontracted the beam and lagging anchor portion of the project to Redstone.

26. The allegations of paragraph 26 are denied as stated. By way of further response, in order to complete the original scope of work, Redstone subcontracted Three D Drilling and White's Welding. Three D Drilling drilled anchor holes, while White's Welding was contracted to do reinforcement welding in corner of Pile #50. All other subcontractors hired by Redstone were brought on for additional work outside of the original scope.

27. Redstone admits that MarkWest owns the Retaining Wall. The remaining allegations of paragraph 27 are denied.

28. The allegations of paragraph 28 are denied. By way of further response, Redstone met and exceeded its contractual obligations, working extra shifts through severe winter weather in order to—at J.F. Allen's direction and insistence—complete a wall significantly larger than the square footage set forth in the contract between Redstone and J.F. Allen. Moreover, Redstone constructed this Wall as designed by Amec, and with the approval of Amec and CEC. Redstone left the Project only after being wrongfully terminated by J.F. Allen.

29. The allegations of paragraph 29 are specifically denied. Redstone left the Project only after being wrongfully terminated by J.F. Allen.

30. The allegations of paragraph 30 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

31. The allegations of paragraph 31 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 31 also refer to a document

which speaks for itself. To the extent the allegations of paragraph 31 contradict that document, they are denied.

32. The allegations of paragraph 32 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 32 also refer to a document which speaks for itself. To the extent the allegations of paragraph 32 contradict that document, they are denied.

33. The allegations of paragraph 33 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 33 also refer to a document which speaks for itself. To the extent the allegations of paragraph 33 contradict that document, they are denied.

34. The allegations of paragraph 34 are directed at a party other than Redstone, and therefore no response is required. However, to the extent that the allegations of paragraph 34 are intended to imply that there were shortcomings in Redstone's construction of the Retaining Wall, those allegations are specifically denied.

35. The allegations of paragraph 35 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

36. The allegations of paragraph 36 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

37. The allegations of paragraph 37 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

38. The allegations of paragraph 38 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

39. The allegations of paragraph 39 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

40. The allegations of paragraph 40 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

41. The allegations of paragraph 41 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

42. The allegations of paragraph 42 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required,

Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

43. The allegations of paragraph 43 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

44. The allegations of paragraph 44 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

45. The allegations of paragraph 45 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

46. The allegations of paragraph 46 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

47. The allegations of paragraph 47 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 47 also refer to a document which speaks for itself. To the extent the allegations of paragraph 47 contradict that document, they are denied.

48. The allegations of paragraph 48 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 48 also refer to a document which speaks for itself. To the extent the allegations of paragraph 48 contradict that document, they are denied.

49. The allegations of paragraph 49 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 49 also refer to a document which speaks for itself. To the extent the allegations of paragraph 49 contradict that document, they are denied.

50. The allegations of paragraph 50 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 50 also refer to a document which speaks for itself. To the extent the allegations of paragraph 50 contradict that document, they are denied.

51. The allegations of paragraph 51 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 51 also refer to a document which speaks for itself. To the extent the allegations of paragraph 51 contradict that document, they are denied.

52. The allegations of paragraph 52 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

53. The allegations of paragraph 53 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required,

Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

54. The allegations of paragraph 54 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

55. The allegations of paragraph 55 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

56. The allegations of paragraph 56 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

57. The allegations of paragraph 57 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

58. The allegations of paragraph 58 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

59. The allegations of paragraph 59 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 59 also refer to a document which speaks for itself. To the extent the allegations of paragraph 59 contradict that document, they are denied.

60. The allegations of paragraph 60 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

61. The allegations of paragraph 61 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

62. The allegations of paragraph 61 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

63. The allegations of paragraph 63 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

64. The allegations of paragraph 64 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required,

Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

65. The allegations of paragraph 65 are directed at a party other than Redstone, and therefore no response is required. The allegations of paragraph 65 also refer to a document which speaks for itself. To the extent the allegations of paragraph 65 contradict that document, they are denied.

66. The allegations of paragraph 66 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

67. The allegations of paragraph 67 are admitted.

68. The allegations of paragraph 68 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

69. The allegations of paragraph 69 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

70. The allegations of paragraph 70 are admitted.

71. The allegations of paragraph 71 are directed at a party other than Redstone, and therefore no response is required. To the extent a response is nonetheless deemed to be required,

Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

72. The allegations of paragraph 72 are admitted.

73. The allegations of paragraph 73 are admitted.

74. Redstone is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 74, and the same are therefore denied.

COUNT I

75. Redstone restates and incorporates by reference all of the foregoing paragraphs of this Answer as if fully set forth herein.

76. The allegations of paragraph 76 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 76 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

77. The allegations of paragraph 77 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 77 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

78. The allegations of paragraph 78 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 78 state legal arguments and conclusions to which no response is required. To the extent a response is

nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

79. The allegations of paragraph 79 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 79 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

COUNT II

80. Redstone restates and incorporates by reference all of the foregoing paragraphs of this Answer as if fully set forth herein.

81. The allegations of paragraph 81 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 81 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

82. The allegations of paragraph 82 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 82 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

83. The allegations of paragraph 83 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 83 state legal

arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations. Redstone further specifically denies any implication in the allegations of paragraph 83 that Redstone poorly designed or constructed the Retaining Wall.

84. The allegations of paragraph 84 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 84 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

85. The allegations of paragraph 85 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 85 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

COUNT III

86. Redstone restates and incorporates by reference all of the foregoing paragraphs of this Answer as if fully set forth herein.

87. The allegations of paragraph of 87 state legal arguments and conclusions to which no response is required. To the extent a response is deemed required, Redstone denies the allegations of paragraph 87.

88. The allegations of paragraph of 88 state legal arguments and conclusions to which no response is required. To the extent a response is deemed required, Redstone denies the allegations of paragraph 88.

89. The allegations of paragraph of 89 state legal arguments and conclusions to which no response is required. To the extent a response is deemed required, Redstone denies the allegations of paragraph 89.

90. The allegations of paragraph of 90 state legal arguments and conclusions to which no response is required. To the extent a response is deemed required, Redstone denies the allegations of paragraph 90.

COUNT IV

91. Redstone restates and incorporates by reference all of the foregoing paragraphs of this Answer as if fully set forth herein.

92. The allegations of paragraph 92 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 92 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

93. The allegations of paragraph 93 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 93 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

94. The allegations of paragraph 94 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 94 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

95. The allegations of paragraph 95 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 95 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

COUNT V

96. Redstone restates and incorporates by reference all of the foregoing paragraphs of this Answer as if fully set forth herein.

97. The allegations of paragraph 97 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 97 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

98. The allegations of paragraph 98 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 98 state legal arguments and conclusions to which no response is required. To the extent a response is

nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

99. The allegations of paragraph 99 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 99 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

100. The allegations of paragraph 100 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 100 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

COUNT VI

101. Redstone restates and incorporates by reference all of the foregoing paragraphs of this Answer as if fully set forth herein.

102. The allegations of paragraph 102 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 102 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

103. The allegations of paragraph 103 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 103 state legal

arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

104. The allegations of paragraph 104 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 104 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

105. The allegations of paragraph 105 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 105 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

106. The allegations of paragraph 106 are directed at a party other than Redstone, and therefore no response is required. Further, the allegations of paragraph of 106 state legal arguments and conclusions to which no response is required. To the extent a response is nonetheless deemed to be required, Redstone states that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

AFFIRMATIVE DEFENSES

A. Redstone denies each and every allegation of the Complaint not specifically admitted above, and denies any liability whatsoever to Plaintiff. Alternatively, and without

waiving this general denial, Redstone asserts the affirmative defenses below.

B. Certain matters at issue in the present litigation that could give rise to counter or cross claims by Redstone are currently the subject matter of prior pending litigation in the Northern District of West Virginia, *Redstone International, Inc. v. J.F. Allen Company, et al.*, 5:15-cv-00113-JPB-JES. Redstone reserves the right to assert any counterclaims as the facts supporting them may become known, either in the course of this or the prior pending litigation.

C. The Complaint fails to state a claim upon which relief can be granted as against Redstone.

D. MarkWest's claims are barred, in whole or in part, by failure of consideration.

E. MarkWest's claims are barred, in whole or in part, by the doctrines of accord and satisfaction, settlement, setoff, recoupment, and release.

F. MarkWest's claims are barred, in whole or in part, by the equitable doctrines of estoppel, waiver, laches, unclean hands, and/or consent and ratification

G. MarkWest's claims are barred, in whole or in part, by the lack of a contract between the parties.

H. MarkWest's claims are barred, in whole or in part, because the conduct, actions, and omissions of persons other than Defendants constituted superseding or intervening cause of any damage, loss, or injury allegedly sustained.

I. MarkWest's claims are barred by reason of its failure to reasonably mitigate its damages. Plaintiffs' damages, if any, are limited by their failure to mitigate.

J. MarkWest's damages, if any, are, in whole or in part, the result of acts or omissions committed by Plaintiffs themselves.

K. MarkWest's claims are barred, in whole or in part, by the doctrines of contributory negligence and comparative negligence.

L. MarkWest's claims are barred, in whole or in part, by the doctrines of illegality and/or fraud.

M. MarkWest's claims are barred, in whole or in part, by the lack of standing.

N. MarkWest's claims are barred, in whole or in part, by the Statute of Frauds.

O. MarkWest's equitable claims are barred because they have an adequate remedy at law.

P. MarkWest's would be unjustly enriched if they were permitted to recover on claims set forth in the Amended Complaint.

Q. Redstone reserves its rights to seek joinder, indemnity, and/or contribution from any individual or entity pursuant to contract or common law.

R. Redstone incorporates by reference and invoke any and all affirmative defenses applicable in defense of the claims asserted herein, as may be relevant or pertinent as established by the facts of this case and as are contemplated by, and set forth in the substantive law of Pennsylvania.

S. Redstone reserves the right to assert other affirmative defenses, including the identification of additional nonparties, as such defenses become known during the course of investigation and discovery herein.

WHEREFORE, the Defendant Redstone International Incorporated respectfully prays the Court that the Plaintiff take nothing by way of its Complaint, that said Complaint be dismissed, and that said Defendant be awarded judgment herein for its costs paid, laid out and expended.

Respectfully submitted,

Bruce E. Stanley (WVSB No. 5434)
Alicia Schmitt (WVSB No. 12333)
Stanley & Schmitt PC
2424 Craftmont Avenue
Pittsburgh, PA 15205
T: (412) 401-4654
bruce@stanleyschmittlaw.com
alicia@stanleyschmittlaw.com

Michael A. Jacks, Esq. (WVSB ID #11044)
mike@jackslegal.com
Jacks Legal Group, P.L.L.C.
United Federal Credit Union Building
3467 University Ave, Suite 200
Morgantown, WV 26505
(304) 599-4770 (office)
(304) 906-9165 (mobile)
(304) 278-3187 (fax)

Attorneys for Plaintiff

Dated: August 22, 2016

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of September, 2016, the foregoing was served by facsimile and/or regular United States Mail, postage pre-paid to:

Thomas C. Ryan, Esq.
Travis L. Brannon, Esq.
K&L Gates, LLP
K&L Gates Center
210 Sixth Avenue
Pittsburgh, PA 15222
Tel: (412)355-6500
Fax: (412)355-6501

William Crichton IV
Crichton & Crichton
325 9th Street
Parkersburg, WV 26101
Tel: (304)485-5003
Fax: (304)485-5073
Counsel for MarkWest Liberty Midstream & Resources

Douglas C. LaSota, Esq.
Marshall Dennehey Warner Coleman & Goggin
600 Grant Steet, 29th Floor
Pittsburgh, PA 15219
delasota@mdwcg.com

David L. Wyant, Esq.
Mark A. Kepple, Esq.
Bailey & Wyant PLLC
1219 Chapline Street
Wheeling, WV 26003
dwyant@baileywyant.com
Attorneys for Defendant J.F. Allen Company

Vic L. McConnell, Esq.
Smith Cashion & Orr, PLC
231 Third Avenue North
Nashville, TN 37201
vmcconnell@smithcashion.com

Donald J. Tennant, Jr., Esq.
Tennant Law Offices
38 Fifteenth Street, Suite 100
Wheeling, WV 26003
don@tennantlaw.com
Attorneys for Defendant AMEC Foster Wheeler Environment & Infrastructure, Inc.

Civil & Environmental Consultants
333 Baldwin Road
Pittsburgh, PA 15205

Coastal Drilling East, LLC
130 Meadow Ridge Road
Mt. Morris, PA 15349

Alicia M. Schmitt

- Fax Transmission

To: Wetzel County Circuit Court, Hon. J. Cramer

From: Alicia Schmitt

Fax: 13044551069

Date: 9/22/2016

RE: Answer of Defendant Redstone International, Inc. in Case No. 16-C-82

Pages: 26

Comments:

FILED
2016 SEP 23 AM 9:08
SHARON A. CULLAPEY
CIRCUIT CLERK
WETZEL COUNTY, WV