

PLAINTIFF: Shonk Land Company LLC	CASE NUMBER: 18-C-193 FILED
DEFENDANT: Cabot Oil & Gas Corporation, et al.	Judge Tod J. Kaufman 2018 APR - 4 PM 1:28 CATHY S. GATSON, CLERK KANAWHA COUNTY CIRCUIT COURT CIVIL

II. TYPE OF CASE:

TORTS		OTHER		KANAWHA COUNTY CIRCUIT COURT CIVIL	
<input type="checkbox"/>	Asbestos	<input type="checkbox"/>	Adoption	<input type="checkbox"/>	Appeal from Magistrate Court
<input type="checkbox"/>	Professional Malpractice	<input checked="" type="checkbox"/>	Contract	<input type="checkbox"/>	Petition for Modification of Magistrate Sentence
<input type="checkbox"/>	Personal Injury	<input type="checkbox"/>	Real Property	<input type="checkbox"/>	Miscellaneous Civil
<input type="checkbox"/>	Product Liability	<input type="checkbox"/>	Mental Health	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other Tort	<input type="checkbox"/>	Appeal of Administrative Agency	<input type="checkbox"/>	

III. JURY DEMAND: By plaintiff.

CASE WILL BE READY FOR TRIAL BY (Month/Year): 04 / 19

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE?

YES NO

- Wheelchair accessible hearing room and other facilities
- Interpreter or other auxiliary aid for the hearing impaired
- Reader or other auxiliary aid for the visually impaired
- Spokesperson or other auxiliary aid for the speech impaired
- Other: _____

Attorney Name: Charles F. Bagley III
Owen A. Reynolds

Firm: CAMPBELL WOODS, PLLC

Address: P. O. Box 1835
Huntington, WV 25719

Telephone: (304) 529-2391

Representing: Carbon West Virginia Company LLC

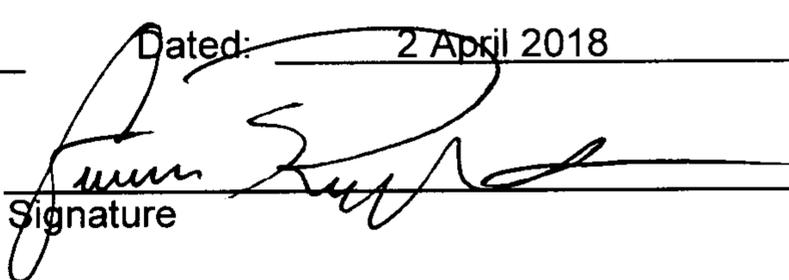
Plaintiff Defendant

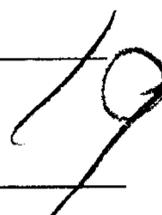
Cross-Complainant

Cross-Defendant

Dated: 2 April 2018

Pro Se


Signature



FILED
IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2018 APR -4 PM 1:28

CATHY S. WATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

SHONK LAND COMPANY LLC,

Plaintiff,

v.

Civil Action No.: 18-C-193
Tod J. Kaufman, Judge

CABOT OIL & GAS CORPORATION, and
CARBON WEST VIRGINIA COMPANY LLC,

Defendants.

ANSWER OF DEFENDANT
CARBON WEST VIRGINIA COMPANY LLC TO VERIFIED COMPLAINT

The defendant, Carbon West Virginia Company LLC ("Carbon West Virginia"), answers the verified complaint in this civil action as follows, the numbered paragraphs of the second defense below corresponding to the numbered paragraphs of the complaint:

FIRST DEFENSE

The complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

1. Admitted.
2. Answering numbered paragraph 2 of the complaint, this Defendant admits that Cabot Oil & Gas Corporation ("Cabot") is a Delaware corporation with its principal place of business in Houston, Texas, but denies that Cabot is currently the Lessee under the Larner Lease which was originally entered into between Shonk Land Company LLC ("Shonk") and Cabot.
3. Admitted.

4. Admitted.

5. Admitted.

6. Answering numbered paragraph 6 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 6 of the complaint.

7. Answering numbered paragraph 7 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 7 of the complaint.

8. Answering numbered paragraph 8 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 8 of the complaint.

9. Answering numbered paragraph 9 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 9 of the complaint.

10. Answering numbered paragraph 10 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 10 of the complaint.

11. Answering numbered paragraph 11 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 11 of the complaint.

12. Answering numbered paragraph 12 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 12 of the complaint.

13. Answering numbered paragraph 13 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 13 of the complaint.

14. Admitted.

15. Answering numbered paragraph 15 of the complaint, this Defendant admits that a portion of Section 1 of the Ratification states the language reproduced in paragraph 15 of the complaint but denies that paragraph 15 of the complaint accurately represents the entirety of Section 1 of the Ratification.

16. Answering numbered paragraph 16 of the complaint, this Defendant admits that Sections 4 through 8 of the Ratification impose certain obligations on the Lessee and denies all other allegations contained in paragraph 16 of the complaint.

17. Answering numbered paragraph 17 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 17 of the complaint.

18. Answering numbered paragraph 18 of the complaint, this Defendant admits that a portion of Section 9 of the Ratification states the language reproduced in paragraph 18 of the complaint but denies that paragraph 18 of the complaint accurately represents the entirety of Section 9 of the Ratification.

19. Answering numbered paragraph 19 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation of numbered paragraph 19 of the complaint.

20. Answering numbered paragraph 20 of the complaint, this Defendant admits that, by letter dated July 12, 2017, Cabot informed Shonk of its intention to

assign the Larner Lease to this Defendant. This Defendant also admits that, pursuant to the terms of the Ratification, Cabot requested the consent of Shonk to assign the Larner Lease to this Defendant, but this Defendant denies that Cabot acknowledged that Shonk's consent was required under the Ratification and denies any remaining allegations of numbered paragraph 20 of the complaint.

21. Admitted.

22. Answering numbered paragraph 22 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of numbered paragraph 22 of the complaint.

23. Answering numbered paragraph 23 of the complaint, this Defendant admits that Shonk declined to grant consent to the assignment by letter dated July 31, 2017, and denies all remaining allegations of numbered paragraph 23 of the complaint.

24. Answering numbered paragraph 24 of the complaint, this Defendant admits that Shonk stated the grounds for withholding consent, but denies that any of these grounds stated were reasonable.

25. Answering numbered paragraph 25 of the complaint, this Defendant admits that Cabot requested that Shonk reconsider its request for consent, and denies all remaining allegations of numbered paragraph 25 of the complaint.

26. Answering numbered paragraph 26 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of numbered paragraph 26 of the complaint.

27. Admitted.

28. Answering numbered paragraph 28 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of numbered paragraph 28 of the complaint.

29. Answering numbered paragraph 29 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of numbered paragraph 29 of the complaint.

30. Answering numbered paragraph 30 of the complaint, this Defendant admits that Cabot conveyed to Carbon West Virginia all of its right, title, and interest in the Larner Lease effective as of April 1, 2017.

31. Answering numbered paragraph 31 of the complaint, this Defendant admits that Shonk sent a letter on or about November 29, 2017, and is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations of numbered paragraph 31 of the complaint.

32. Answering numbered paragraph 32 of the complaint, this Defendant admits that Shonk's attorney sent a letter to Dan Dinges on or around November 30, 2017, and is without knowledge or information sufficient to form a belief as to truth of any remaining allegations of numbered paragraph 32 of the complaint.

33. Answering numbered paragraph 33 of the complaint, this Defendant admits that Shonk's attorney sent a letter to Dan Dinges on or around November 30, 2017, and is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations of numbered paragraph 33 of the complaint.

34. Answering numbered paragraph 34 of the complaint, this Defendant admits that Cabot sent Shonk a letter on December 7, 2017, informing Shonk that

Cabot had assigned the Lerner Lease to Carbon West Virginia, and denies all remaining allegations of numbered paragraph 34 of the complaint.

35. Denied.

36. Denied.

37. Answering numbered paragraph 37 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of numbered paragraph 37 of the complaint.

38. Admitted.

39. Admitted.

40. Admitted.

41. Admitted.

42. Denied.

43. Denied.

44. Admitted.

45. Answering numbered paragraph 45 of the complaint, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of numbered paragraph 45 of the complaint.

46. Denied.

47. Denied.

48. Answering numbered paragraph 48 of the complaint, this Defendant incorporates its answers to paragraphs 1 through 47.

49. Denied.

50. Denied.

51. Answering numbered paragraph 51 of the complaint, this Defendant admits that Section 9 of the Ratification contains the language asserted in paragraph 51 of the complaint, but denies that all relevant portions of Section 9 are reproduced in numbered paragraph 51 of the complaint.

52. Denied.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Numbered paragraph 57 of the complaint is not an answerable factual allegation but request for judgment by the Court and not amenable to factual answer. To the extent the Court determines that this paragraph is amenable to answer: Denied.

58. Answering numbered paragraph 58 of the complaint, this Defendant incorporates its answers to paragraphs 1 through 57.

59. Admitted.

60. Denied.

61. Denied.

62. Denied.

63. Numbered paragraph 63 of the complaint is not an answerable factual allegation but request for judgment by the Court and not amenable to factual answer. To the extent the Court determines that this paragraph is amenable to answer: Denied.

64. Answering numbered paragraph 64 of the complaint, this Defendant incorporates its answers to paragraphs 1 through 63.

65. Admitted.

66. Denied.

67. Denied.

68. Numbered paragraph 68 of the complaint is not an answerable factual allegation but request for judgment by the Court and not amenable to factual answer. To the extent the Court determines that this paragraph is amenable to answer: Denied.

THIRD DEFENSE

Defendant denies every allegation of the complaint not expressly admitted in this answer.

FOURTH DEFENSE

Defendant raises the defense of unclean hands to the extent that defense may be supported by facts to be discovered.

FIFTH DEFENSE

Defendant raises the defense of failure to mitigate damages.

SIXTH DEFENSE

Defendant reserves the right to seek contribution and indemnity if the evidence supports the same.

SEVENTH DEFENSE

Defendant reserves every other defense which may become known upon further investigation and discovery in this civil action.

RELIEF SOUGHT

Defendant, Carbon West Virginia Company LLC, asks that this civil action be dismissed with prejudice, with the plaintiff taking nothing of Carbon West Virginia Company LLC; that Carbon West Virginia Company LLC have its costs and reasonable

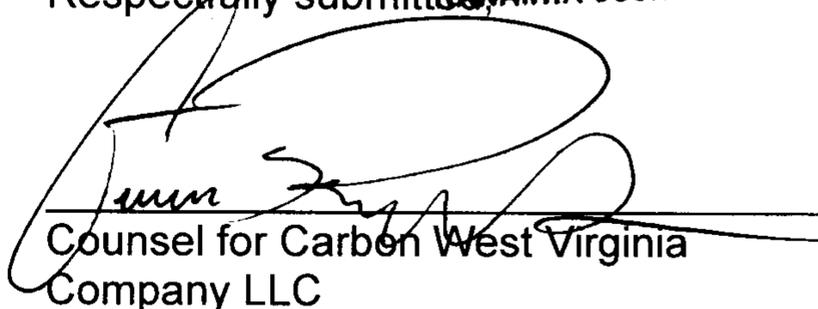
attorney's fees in the defense of this action; and that Carbon West Virginia Company
LLC have all other relief the Court deems just.

FILED

2018 APR 4 PM 1:29

CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

Respectfully submitted,



Counsel for Carbon West Virginia
Company LLC

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CERTIFICATE OF SERVICE

The undersigned, of counsel for defendant Carbon West Virginia Company, LLC, certifies that service of the **Civil Cover Sheet** and **Answer of Defendant Carbon West Virginia Company, LLC to Verified Complaint** was made upon counsel of record this date by depositing a true copy of the same in the United States mail, first class postage prepaid, addressed to the following:

Nicholas S. Johnson, Esq.
Bailey & Glasser, LLP
1054 31st Street, NW, Suite 230
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Robert Stonestreet, Esq.
Timothy M. Miller, Esq.
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300 Summers Street, Suite 1000
Charleston, WV 25301
Counsel for Cabot Oil & Gas Corporation

Done this 2nd day of April, 2018.



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