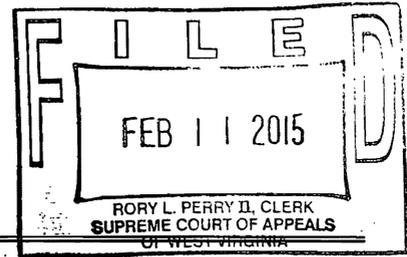


No. 14-0922



IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

At Charleston

GEOLOGICAL ASSESSMENT & LEASING AND WILLIAM CAPOUILLEZ

Petitioners,

v.

CECIL L. HICKMAN

Respondent.

From the Circuit Court of Ohio County, West Virginia
Civil Action No. 12-C-11

PETITIONERS' REPLY BRIEF

Robert C. James, Esq. (WV Bar ID 7651)
FLAHERTY SENSABAUGH BONASSO PLLC
1225 Market Street
P.O. Box 6545
Wheeling, WV 26003
T: (304) 230-6600
F: (304) 230-6610
rjames@fsblaw.com

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

SUMMARY OF ARGUMENT 1

ARGUMENT 2

 A. Standard of Review 2

 B. Cecil Hickman has not rebutted the Petitioners’ position that the Circuit Court erred in examining the merits of the Respondent’s claims against the Petitioners and making findings of fact and conclusions of law concerning the merits of those claims, when the Circuit Court explicitly found that an enforceable Arbitration provision was procedurally and substantively and consonable and applicable to the case 2

 1. The Respondent has not rebutted the Petitioners position that Mr. Hickman’s claims fall squarely within the scope of an arbitration agreement and that the court overstepped its bounds by making findings of fact and conclusions of law that should have been reserved for arbitration. 4

 2. The Circuit Court’s findings violate the Severability Doctrine. 7

 3. Respondent is correct that the matter should go to arbitration. However, , the lower court’s extraneous and improper findings must be reversed and arbitration be allowed to proceed with a blank slate. 8

 C. The Respondent failed to rebut that the Circuit Court erred in finding that the Petitioners, GAL and William Capouillez were aware and had knowledge that the Respondent wanted to be on the same lease as his siblings and that the Petitioners failed to ensure this, when the record reflects that these Petitioners never had this information communicated to them. 9

 D. Respondent failed to rebut that the Circuit Court erred in concluding that the 2005 Great Lakes Lease signed on December 21, 2005, by Mr. Hickman’s siblings, which was *not signed* by Mr. Hickman, was the “controlling contract” between Mr. Hickman, as lessee, and Great Lakes, as Lessor and not the 2006 Great Lakes Lease that Mr. Hickman *did* sign with Great Lakes on July 19, 2006..... 10

CONCLUSION..... 11

TABLE OF AUTHORITIES

Cases	Page(s)
• <u>Adkins v. Labor Ready, Inc.</u> , 303 F.3d 496 (4th Cir. 2002)	5
• <u>AT & T Technologies, Inc. v. Communications Workers</u> , 475 U.S. 643, 106 S. Ct. 1415, 89 L. Ed. 2d 648 (1986)	5
• <u>Grayiel v. Appalachian Energy Partners</u> , 736 S.E.2d 91 (W.Va. 2012).....	2,4
• <u>Painter v. Peavy</u> , 451 S.E.2d 755 (W.Va. 1994).....	2
• <u>State ex rel. Clites v. Clawges</u> , 685 S.E.2d 693 (W. Va. 2009).....	4
• <u>State ex rel. TD Ameritrade v. Kaufman</u> , 692 S.E.2d 293 (W. Va. 2010)	4,5,7,8,9
• <u>United States Fidelity Guaranty Co. v. Eades</u> , 150 W.Va. 238, 144 S.E. 2d 703 (1965)	2
• <u>United Steelworkers v. American Mfg. Co.</u> , 363 U.S. 564, 80 S. Ct. 1343, 4 L. Ed. 2d 1403 (1960).....	5

SUMMARY OF ARGUMENT

The Respondent has failed to rebut Petitioner's primary contention that the lower court erred in examining the merits of the underlying claims after finding that an enforceable arbitration provision was both procedurally and substantively conscionable and applied to those claims. Contrary to what the Respondent asserts, the lower court did not decide the merits of the Respondent's claims by mere coincidence, but rather made numerous specific findings that were simply not necessary in order to address the threshold question of whether the trial court could retain jurisdiction of Respondent's claims or if they should be submitted to arbitration in accordance with a valid contract containing an arbitration provision. Simply put, the lower court made Findings of Fact and Conclusions of Law that were entirely unrelated to the question of whether a valid and enforceable arbitration clause governs this dispute and went out of its way to address as many extraneous issues as possible before transferring the case to arbitration "if any issues remain."¹ *See* Appendix at 836.

The lower court was asked simply to determine the arbitrability of the Respondents' claims. Once the court made a finding that these claims fell clearly within the scope of the arbitration agreement contained in the Chesapeake Lease signed by Mr. Hickman in January of 2011, it erred in continuing to analyze all of the other leases and the issues related to those, and more particularly whether the lease signed by Mr. Hickman in July of 2006 was valid and enforceable, and whether a meeting of the minds had occurred among the parties with respect to

¹ This quote from the Circuit Court's August 6, 2014, Order clearly illustrates how the lower court erred by exercising jurisdiction over the merits of the underlying claims. The reality is that, pursuant to the arbitration provision in the contract that the lower court found to be both procedurally and substantively conscionable, all issues should remain for the arbitration panel. The lower court suggests that there might not be any issues remaining, thus implying that the court's rulings on these issues should be upheld, even though jurisdiction does not lie with the Circuit Court of Ohio county.

that lease. Under the Severability Doctrine the lower court should not have engaged in an analysis of these extraneous issues.

To the extent the lower court had jurisdiction to address these issues, there is no evidence in the record to support the finding that the Petitioners were aware the Respondent wished to be on the same lease as his siblings and thus had a duty to ensure this was accomplished. Moreover, the lower court erred in concluding that the lease signed by the Hickman siblings in December of 2005 was the controlling contract when Mr. Hickman signed a lease on July 19, 2006, a fact that the Respondent concedes is undisputed. Thus, even if these findings did not violate the Severability Doctrine, they are simply not supported by the evidence of record and constitute clear error.

ARGUMENT

A. Standard of Review

The parties are in agreement that the review of the Order from the Circuit Court in this matter is *de novo*. See Painter v. Perry, 192 W.Va. 189, 451 S.E.2d 755, Syl. Pt. 1 (1994) (“A Circuit Court’s entry of Summary Judgment is reviewed *de novo*.”); see also Grayiel v. Appalachian Energy Partners 2001-D, LLP, 230 W. Va. 91, 736 S.E.2d 91 (2012) (citing Syl. Pt. 4, United States Fidelity & Guaranty Co. v. Eades, 150 W. Va. 238, 144 S.E.2d 703 (1965)).

B. Respondent has not rebutted the Petitioners’ position that the Circuit Court erred in examining the merits of the Respondent’s claims against the Petitioners and making findings of fact and conclusions of law concerning the merits of those claims, when the Circuit Court explicitly found that an enforceable arbitration provision was procedurally and substantively conscionable and applicable to the case.

In his brief, the Respondent mischaracterizes the actions taken by the lower court by claiming the court’s decision on the merits of the case came about by mere coincidence. To the contrary, however, the record is clear that the lower court undertook an analysis well beyond the

addressing the question of whether a valid, enforceable and controlling lease existed; and whether the arbitration clause in the said lease is procedurally and substantively conscionable, and therefore applicable to the underlying claims.

Respondent's underlying claims against the Petitioners allege that Mr. Capouillez was negligent as consultant with respect to the lease signed by Mr. Hickman in July of 2006. The questions of what Mr. Capouillez knew or should have known and what he did or didn't do make up the heart of Respondent's case, but have little to nothing to do with whether those claims are governed by an arbitration provision. Nevertheless, contrary to what Respondent would have this Court believe, the lower court made the following findings:

- "Capouillez, acting as an agent for the Plaintiff and his siblings, was present during the December 21, 2005 meeting at the Bethany Fire Hall and should have been aware of the foresaid discussions."
- "Capouillez and GAL, as agents for the Plaintiff and his siblings failed to ensure that the Great Lakes Lease was the same for the Plaintiff and his siblings."
- "Great Lakes, Capouillez and GAL, knew or should have known that the Plaintiff and his siblings desired to be included on one lease."

See Order of Court, Findings of Fact ¶¶ 13, 19 and Conclusion of Law ¶ 25, Appendix at p. 822, 831. Frankly, these findings, which are not based on the evidence of record, represent a substantial step towards resolving the case against the Respondent in favor of the Petitioner.² Therefore, they simply cannot be characterized as merely coincidental or incidental to the arbitration issue(s).

² Respondent seems to maintain that it was appropriate for the lower court to make such rulings by claiming that the Petitioners sought to convert their motion to dismiss, or in the alternative to compel arbitration to a motion for summary judgment. While Petitioners did ask the lower court to consider summary judgment in their favor based upon specific admissions made by Mr. Hickman at his deposition that established Mr. Capouillez had no knowledge that Mr. Hickman wanted his lease to be dated the same as his siblings, the record is clear that the Petitioners sought this relief only to the extent the lower court found that arbitration was not warranted and that it retained jurisdiction over Respondent's claims. Notwithstanding the fact that these findings are actually contrary to the evidence of record, the lower court, by its own finding that the dispute is subject to arbitration, had no authority to make them.

In fact, it appears that the lower court's ruling, while couched as an order compelling arbitration, was made in an attempt to resolve the matter in its entirety. The lower court's order stated: "Therefore, after the entry of this Order, **if any issues remain** with regard to the Chesapeake lease, the Court grants Defendants' various Motions to Compel Arbitration of the remaining issues and accordingly orders this matter stayed pending arbitration." See Order of Court, Conclusion of Law ¶ 58, Appendix at p. 836 (emphasis added).

Simply put, the focus of the lower court should have been limited to the specific issues of whether a valid, binding arbitration agreement existed among the parties and whether the claims at issue fell within the scope of the arbitration agreement. Grayiel v. Appalachian Energy Partners 2001-D, LLP, 230 W. Va. 91, 736 S.E.2d 91 (2012) (citing Syl. Pt. 2 of State ex rel. TD Ameritrade v. Kaugman, 692 S.E.2d 293, 298 (W.Va. 2010)). Here, the court found that the arbitration clause was enforceable and ordered the case to proceed in arbitration, while at the same time also made certain Findings of Fact and Conclusions of Law which should have been reserved for arbitration. Thus, the extraneous findings made by the lower court should be reversed and the case remanded to proceed to arbitration, where a panel of arbitrators will be free to decide the underlying dispute as the parties originally contracted.

- 1. The Respondent has not rebutted the Petitioners' position that Mr. Hickman's claims fall squarely within the scope of an arbitration agreement and that the court overstepped its bounds by making findings of fact and conclusions of law that should have been reserved for arbitration.**

A trial court is to construe doubts concerning the existence of an agreement to arbitrate or the scope of issues for arbitration in favor of arbitration. See State ex rel. Clites v. Clawges, 685 S.E.2d 693, 700 (W. Va. 2009). The FAA's directive "is mandatory;" courts have "no choice but to grant a motion to compel arbitration where a valid arbitration agreement exists and the issues

in a case fall within its purview.” Adkins v. Labor Ready, Inc., 303 F.3d 496, 500 (4th Cir. 2002).

This Court emphatically noted in State ex rel. TD Ameritrade, the following:

The law is well-settled "that, in deciding whether the parties have agreed to submit a particular grievance to arbitration, a court is not to rule on the potential merits of the underlying claims." AT & T Technologies, Inc. v. Communications Workers, 475 U.S. 643, 649, 106 S. Ct. 1415, 89 L. Ed. 2d 648 (1986). Discussing the general rule that courts are to decide the threshold issue of arbitrability (i.e. whether there is an enforceable agreement to arbitrate), the United States Supreme Court recognized the limited nature of that initial determination: "The courts, therefore, have no business weighing the merits of the grievance, considering whether there is equity in a particular claim, or determining whether there is particular language in the written instrument which will support the claim." 475 U.S. at 650 (quoting United Steelworkers v. American Mfg. Co., 363 U.S. 564, 568, 80 S. Ct. 1343, 4 L. Ed. 2d 1403 (1960)).

State ex rel. TD Ameritrade, 692 S.E.2d at 296-297.

Here, the lower court found there was a valid and enforceable arbitration agreement that applied to all of the disputes in the case. Once it made this finding, the court was not required, nor permitted, to analyze any of the other documents in dispute as it had no jurisdiction to do so. Nevertheless, the court concluded there was no meeting of the minds for the lease signed by Mr. Hickman on July 16, 2006. Obviously, this finding, while not supported by the record, is unnecessary and outside of what was appropriate by the court.

Respondent concedes he signed a lease on July 16, 2006, and that it had an arbitration clause.³ This is consistent with the Respondent's pleadings in the Complaint, which provide, *inter alia*, the following:

³ Specifically the Response Brief states: "It is undisputed on the record below that the Respondent executed the lease in July of 2006 ..." (Response Brief, p. 15).

- “Cecil L. Hickman’s signature on July 19, 2006 was a mere accommodation signature to the already effective lease of December 21, 2005, previously signed by his siblings.”
- “Defendant Chesapeake knew or should have known at the time they took assignment of the Hickman leases that Cecil L. Hickman’s lease expired on December 21, 2010 as there was a recorded memorandum of lease of record notifying Chesapeake or any potential buyer of said date.”⁴
- “Cecil L. Hickman asserts that the Great Lakes lease expired by its own terms on December 21, 2010 and is no longer valid or in force.”

See Plaintiff’s Complaint ¶ 26, Appendix p.5; Plaintiff’s Complaint ¶ 30, Appendix pp.5-6; Plaintiff’s Complaint ¶ 48, Appendix p. 8. Thus, the lower court’s finding that there was no meeting of the minds with respect to the July, 2006, lease is unsupported by the facts and pleadings, or, at the least there are inconsistencies which should preclude the court from making such a finding as a *sue sponte* granting of summary judgment for the Respondent.⁵

Again, Mr. Hickman’s lawsuit centers on his allegation that he is entitled to certain rights under the Chesapeake Lease that was signed by him and his siblings in 2011. Of course he maintains that lease should control the dispute. As to the Petitioners, Respondent alleges that they owed him a duty related to the lease he signed on July 19, 2006, while maintaining they contributed to the issues he experienced over the Chesapeake Lease signed by him in 2011.⁶ And while Mr. Hickman apparently disputes Chesapeake’s decision to apply the July 19, 2006, lease over the one he signed in 2011, that dispute, which spills over and essentially forms the basis for the claim against Petitioners, falls squarely within the arbitration provision in the Chesapeake Lease that the Circuit Court found to be enforceable. That arbitration provision states:

⁴ Note the Respondent is not claiming there was no lease. He is simply disputing the dates of the lease.

⁵ Again, this is assuming the lower court had jurisdiction to entertain these claims in the first place.

⁶ At the center of the dispute is Respondent’s claim that the 2011 lease was not ratified by Chesapeake, apparently because of Chesapeake’s application of the July 19, 2006, lease.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance there under, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity, and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

Under the clear and unambiguous language of this provision, any "disagreement" concerning "this Lease or the associated Order of Payment" or "performance" under the lease "shall be determined by arbitration[.]" Thus, the dispute, "fall[s] within the substantive scope of the arbitration agreement." State ex rel. TD Ameritrade, 692 S.E.2d at 298.

Therefore, the Circuit Court need not and should not have conducted any further inquiry. Mr. Hickman's claims fell within the substantive scope of the arbitration provision in a controlling lease, thus his claims related to or arising out of the lease he signed in July of 2006, should be sent to arbitration and are not within the purview of the lower court.

2. The Circuit Court's findings violate the Severability Doctrine.

The Circuit Court's actions clearly violate the severability doctrine, which "permits trial courts to address challenges to an arbitration clause but reserves to arbitrators challenges to the contract as a whole." Syl. Pt. 3, State ex rel. TD Ameritrade. Here, the Circuit Court's inquiry should have been limited solely to the question of whether a valid arbitration clause governed Respondent's claims. Instead, it went much further and examined the validity of the 2005 Great Lakes Lease, the 2006 Great Lakes Lease, the Chesapeake Lease, and the February, 2011, Lease, all of which should have been issues that were reserved to the arbitration panel. See Id., 692 S.E.2d at 255. ("The law is clear that the trial court had no authority to rule on any issue other than whether arbitration of Mr. Salamie's claims was required under the applicable contracts.

[citation omitted]. By addressing issues that are expressly reserved for arbitration, the trial court exceeded the scope of its authority.”).

Contrary to what the Respondent argues, State ex rel. TD Ameritrade is analogous and prohibits what the lower court did in the case at bar. In State ex rel. TD Ameritrade, the lower court considered a Motion for Summary Judgment and ruled on it before referring the matter to arbitration. Here, the lower court considered a Motion for Summary Judgment it *sue sponte* raised, and ruled on it before referring the matter to arbitration. Just as this Court ruled in State ex rel. TD Ameritrade, Inc., that it was clear error for the lower court to rule on the Motion for Summary Judgment, it is an error here for the lower court to do the same.⁷

- 3. Respondent is correct that the matter should go to arbitration. However, the lower court’s extraneous and improper findings must be reversed and arbitration be allowed to proceed with a blank slate.**

To be clear, the Petitioners support the referral of this case to Arbitration. However, they seek proceed in the arbitration forum without being prejudiced by the extraneous, improper findings of the lower court. As it stands now, given that the lower court made findings of fact and conclusions of law regarding the underlying claims, while at the same time concluding that it was without jurisdiction to hear those claims, there is some ambiguity with respect to those findings. Thus, it is completely sensible for the parties to ask that this Court clear up those ambiguities and order that the case proceed to arbitration where the case can be completely decided on its merits.

⁷ Respondent’s analysis of FN 9 from State ex rel. TD Ameritrade, Inc. is flawed. FN 9 indicates that a court may address the contract as a whole but only where a party asserts no assent to the underlying agreement. Here, Respondent has asserted assent to the contract he signed in January, 2011, which contained an arbitration clause applicable to each of the claims raised in the case. Thus, the severability doctrine clearly applies. For that matter, even under the contract signed in July, 2006, there was sufficient assent to the arbitration provision contained therein as the document was signed by Mr. Hickman.

The Circuit Court explicitly found the “arbitration clause neither procedurally nor substantively unconscionable and is, therefore, valid and enforceable.” It also, at least implicitly, found that the claims asserted by Mr. Hickman against the Petitioners fell within the scope of the arbitration agreement and/or the claims against them were sufficiently intertwined that the parties should all proceed to arbitration together.⁸ Under this Court’s express instructions in State ex rel. TD Ameritrade, the lower court’s inquiry should have ended there.

C. The Respondent failed to rebut that the Circuit Court erred in finding that the Petitioners, GAL and William Capouillez were aware and had knowledge that the Respondent wanted to be on the same lease as his siblings and that the Petitioners failed to ensure this, when the record reflects that these Petitioners never had this information communicated to them.

The lower court found in Conclusion of Law ¶ 25 that “Capouillez and GAL, knew or should have know that the plaintiff and his siblings desired to be included on one lease.” (Appendix p. 831). This finding was made on top of factual finding that the Petitioners were aware of prior discussions about the dating of the lease and failed to ensure that Mr. Hickman’s lease contained the same date as the siblings. (Order of Court, Findings of Fact ¶¶ 13, 19, Appendix p.822). In response, the Respondent references evidence of record supporting his position that Capouillez and GAL, knew and should have known that the Mr. Hickman desired to be on the lease. However, the record is undeniable:

- Mr. Hickman **never** spoke to William Capouillez prior to the date of his deposition in this matter, nor has he ever written or exchanged documents or emails with him. (*See generally*, Hickman Depo. Appendix p. 94).
- Mr. Hickman testified that his siblings met with Mr. Capouillez and signed the lease in December, 2005, but that he did not attend this meeting and thus did not enter into any contractual relationship with William Capouillez or his company at that time. (*Id.* at p. 31; 94-96; Appendix pp. 100 and 116).

⁸ “Therefore, after the entry of this Order, if any issues remain with regard to the Chesapeake lease, the Court grants Defendants’ various Motions to Compel Arbitration of the remaining issues and accordingly orders this matter stayed pending arbitration.” (Order of Court, Conclusions of Law ¶ 58, Appendix p. 836).

- Mr. Hickman’s siblings did not have a power of attorney or any legal document authorizing them to sign or speak on his behalf. (*Id.* at p. 95:16-18, Appendix p. 116).
- Mr. Hickman acknowledged that he did not believe his siblings “signing the lease on [his] behalf was an option.” (*Id.* at p. 95:14-15, Appendix p. 116).
- Mr. Hickman explained that when he received the documents in July 2006, he simply signed them and sent them in. He never talked with anyone in the industry about the issue of the dating of the lease or his desire to have the terms be applied retroactive to December, 2005. (*Id.* at p. 43-44, 45; Appendix pp. 103 and 104).

Even if the evidence referenced by the Respondent in his brief served as a rebuttal of these facts, which Petitioners submit it does not, a factual dispute exists and the lower court therefore erred by making factual findings that should have been reserved for the finder of fact after weighing the evidence.

Respondent claims that the Petitioners did not proffer evidence before the lower court that would dispute Mr. Hickman’s understanding that he would receive the same rights and obligations under the Great Lakes lease is not relevant, as the finding in dispute is not about what Mr. Hickman knew, but rather what Mr. Capouillez knew. And to those ends, Petitioners made this very argument, that Mr. Hickman never relayed his apparent desire to be on the same lease as his siblings to Mr. Capouillez, in the lower court. (See Appendix pp. 38-40, 41-177.) Therefore, the trial court committed error in Findings of Fact 13 and 19, and Conclusions of Law 25.

- D. Respondent failed to rebut that the Circuit Court erred in concluding that the 2005 Great Lakes Lease signed on December 21, 2005, by Mr. Hickman’s siblings, which was *not signed* by Mr. Hickman, was the “controlling contract” between Mr. Hickman, as lessee, and Great Lakes, as Lessor and not the 2006 Great Lakes Lease that Mr. Hickman *did* sign with Great Lakes on July 19, 2006.**

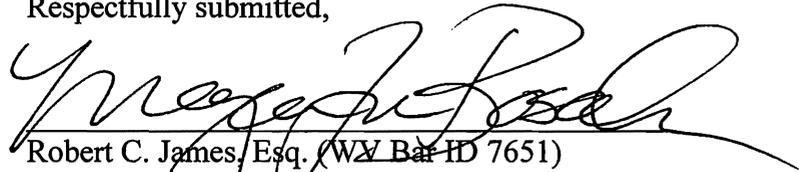
Respondent bases his rebuttal almost entirely on a Memorandum of Lease and the lower court’s interpretation and application of the Memorandum. He argues that the Memorandum

establishes the controlling contract was the December, 2005, lease (unsigned by Mr. Hickman) rather than the July 19, 2006, which Mr. Hickman signed. Regardless of whether this argument has merit, the lower court nonetheless erred by taking up a collateral and extraneous issue in violation of this Court's mandate in State ex rel. TD Ameritrade, that issues other than the question of the arbitrability of the case are to be reserved for arbitration. The application and effect of the filed Memorandum of Law on the actual lease is just that, an extraneous issue for arbitration.

CONCLUSION

For the reasons detailed above, and in the original briefs, the Petitioners, GAL and Capouilez ask that this Court reverse in part the Order entered by the Circuit Court and remand with directions to grant the Motion to Compel Arbitration and refer the claims against this party to arbitration without prejudice or restriction to the extraneous findings.

Respectfully submitted,



Robert C. James, Esq. (WV Bar ID 7651)

Megan F. Bosak, Esq. (WV Bar ID 11955)

FLAHERTY SENSABAUGH BONASSO PLLC

1225 Market Street

P.O. Box 6545

Wheeling, WV 26003

T: (304) 230-6600

F: (304) 230-6610

rjames@fsblaw.com

mbosak@fsblaw.com

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

GEOLOGICAL ASSESSMENT & LEASING
AND WILLIAM CAPOUILLEZ,

Petitioners,

v.

No. 14-0922

CECIL L. HICKMAN,

Respondent.

CERTIFICATE OF SERVICE

Service of the foregoing *Petitioner's Reply Brief* was had upon the following by sending a true copy thereof by regular mail, postage prepaid, at their last known addresses this 11th day of February, 2015, as follows:

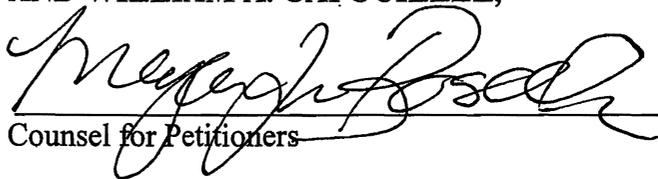
Gregory A. Gellner, Esq.
GELLNER LAW OFFICES
1440 National Road
Wheeling, WV 26003
Counsel for Plaintiff

Timothy M. Miller, Esq.
BABST CALLAND
United Center
500 Virginia Street East
Charleston, WV 25031
*Counsel for Defendants Chesapeake Appalachia, L.L.C., RedSky Land, L.L.C.,
RedSky-West Virginia, L.L.C., and Terry L. Murthy*

Kenneth J. Witzel, Esq.
BARNES DULAC WATKINS
Two Gateway Center, 17 East
603 Stanwix Street
Pittsburgh, PA 15222
*Counsel for Great Lakes Energy Partners, L.L.C.
now known as Range Resources-Appalachia, L.L.C.*

**GEOLOGICAL ASSESSMENT & LEASING
AND WILLIAM A. CAPOUILLEZ,**

By:


Counsel for Petitioners

Megan F. Bosak (WVSB #11955)
FLAHERTY SENSABAUGH BONASSO PLLC
200 Capitol Street
P.O. Box 3843
Charleston, WV 25338-3843
T: (304) 345-0200
F: (304) 230-0260
mbosak@fsblaw.com