

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

SCA EFiled: Nov 17 2022
11:05AM EST
Transaction ID 68398427

PANTHER DRILLING SYSTEMS, LLC
An Oklahoma limited liability company,

**Petitioner, Counter-Respondent
and Third-Party Petitioner,**

v.

**Civil Action No. 15-P-9
Honorable Jeffrey Cramer**

**JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO.,
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC,**

**Respondents and
Cross-Claim Plaintiffs,**

v.

PROTOTYPE WELL PLANNING, LLC
A Texas limited liability company,

**Co-Respondent, Third-Party
Counter-Claimant and
Cross-Claim Defendant.**

MOTION TO REFER THIS MATTER TO THE BUSINESS COURT DIVISION

Petitioner, Panther Drilling Systems, LLC (“Panther”), by counsel, files the following Motion pursuant to Rule 29.06 of the West Virginia Trial Court Rules requesting referral of this matter to the Business Court Division of West Virginia. In support of this motion, the parties state as follows:

FACTUAL AND PROCEDURAL BACKGROUND

1. This dispute arises out of a natural gas drilling project that occurred in 2014.
2. Respondents, Jay-Bee Oil & Gas, Inc., Jay-Bee Producing Co., JB Exploration I, LLC (a/k/a Jay-Bee Exploration I, LLC) (hereinafter collectively “Jay-Bee”) individually or

jointly hired Panther to perform drilling services on thirteen (13) natural gas wells in Tyler County, West Virginia on leasehold properties owned by Jay-Bee.

3. Jay-Bee and Panther performed their relevant work on the Sneezy 10 and Sneezy 11 wells in July of 2014. Panther was the entity physically drilling the subject wells. Panther obtained a drilling plan directing its work from a Texas-based third-party contractor, Prototype Well Planning, LLC ("Prototype"). These drillings plans were then provided to Jay-Bee's principal, Randy Broda, who reviewed the plans prior to Panther's work. It is Panther's position that Mr. Broda approved the plans and Panther's work on the wells as detailed below.
4. Jay-Bee expressed dissatisfaction with Panther's performance on two (2) of the thirteen wells – named Sneezy 10 and Sneezy 11. As a result of Jay-Bee's dissatisfaction, Jay-Bee refused to pay Panther for its work on any of the thirteen (13) wells. The principal amount withheld was approximately seven hundred and eighty-three thousand, three hundred and seventy-three dollars (\$783,373).
5. Panther initiated this matter by filing a petition in the Circuit Court of Tyler County, West Virginia on June 5, 2015, to enforce its Mechanic's Liens against Jay-Bee and/or for damages due. This petition alleged that Jay-Bee owed \$783,373.75 for work performed. This petition asserted breach of contract and unjust enrichment claims.
6. In response, on July 13, 2015, Jay-Bee filed counterclaims against Panther asserting that Jay-Bee provided Panther with the information necessary to prepare a drilling plan for the Sneezy 11 well and that Panther was aware of the incorrect drilling but failed to take steps to correct it or notify Jay-Bee of the problem until after drilling was complete. Jay-Bee asserted negligence, breach of contract, and fraud counterclaims against Panther.

7. Jay-Bee subsequently took the position that the location of the Sneezy-11 well prevents Jay-Bee from drilling other wells from the Sneezy-11 well pad, resulting in a loss of value of approximately thirty-one million dollars (\$31,000,000) in gas reserves.
8. A telephonic scheduling conference was held on July 13, 2016.
9. After that scheduling conference, an original scheduling order was entered with a May 1, 2017 discovery completion date and a July 31, 2017 trial date.
10. After discovery was completed, Panther amended its answer to Jay-Bee's counterclaim on May 30, 2017, to assert a third-party claim against Prototype. This was done without opposition from Jay-Bee.
11. After a joint motion, an amended scheduling order was then entered continuing the trial until January 16, 2019. The new close of discovery was set for August 31, 2018. Pre-trial pleadings were to be filed by November 30, 2018.
12. An unsuccessful mediation was conducted in November of 2018.
13. On November 30, 2018, four separate motions for summary judgment or motions for partial summary judgment were filed by Jay-Bee and Panther, collectively. Numerous motions *in limine* were filed this same day. Final exhibit and witness lists were filed in around this same time. Proposed *voir dire* and jury instructions were filed on December 14, 2018.
14. However, on December 18, 2018 – within one month of the mutually selected trial date – Jay-Bee's principal, Randy Broda, (the same individual who approved the drilling plans central to this dispute), claimed that he misunderstood the trial date and requested a continuation due to a personal scheduling conflict. Although not compelled, Petitioner agreed to postpone the trial in good faith. In the meantime, all parties continued filing pre-trial pleadings.

15. On April 4, 2019, Jay-Bee filed a motion for leave to amend and supplement its expert disclosure with a new, previously undisclosed expert witness.
16. A May 2, 2019, hearing on Jay-Bee's motion was scheduled to occur at the Tyler County Courthouse. However, the Court *sua sponte* cancelled this hearing late in the afternoon of May 1, 2019.
17. On May 28, 2019, Jay-Bee then filed a motion seeking to realign the parties to bring a claim against Prototype.
18. On July 1, 2019, the Court granted Jay-Bee's motion to realign the parties and through that same Order, cancelled the July 2, 2019, pre-trial hearing and the July 15, 2019, trial.
19. On October 2, 2019, the Court granted Jay-Bee's motion to amend its expert witnesses to add the new expert. The Court permitted this amendment, in part, because it reasoned the more recent trial date was vacated with a new scheduling order forthcoming, and thus Panther would be permitted the opportunity to conduct discovery on the new expert witness "via the forthcoming Amended Scheduling Order." However, no new Scheduling Order would be entered for over two years.
20. On October 15, 2019, Panther filed a motion to amend the Court's October 2, 2019, Order.
21. One week later, the Court entered an October 22, 2019, Order denying Panther's motion to amend and noting that the Court did not believe a hearing was necessary.
22. On December 9, 2019, Prototype filed a motion to amend its answer to Panther's May 30, 2017, third-party complaint against Prototype, to allow Prototype to file a counterclaim against Panther. Panther filed a response in opposition on December 19, 2019.
23. On January 31, 2020, Jay-Bee filed a separate civil action in the Circuit Court of Tyler County, West Virginia (Civ. Action No. 20-C-5), seeking declaratory relief on the issue of

indemnity owed between Panther and Prototype, and also named James River Insurance Company, as a defendant to this declaratory action.

24. In May 2020, Panther and its insurer, James River Insurance Company filed separate motions to dismiss (a) Jay-Bee's declaratory action (for lack of standing to enforce a contract between two third-party entities) and to dismiss (b) Prototype's counterclaim seeking indemnity (on contractual grounds).
25. The Court entered a June 23, 2020, briefing order specifying when responses/replies were due, and noting that the Court will advise the parties if it requires a hearing.
26. By September 2020, this case had deteriorated from the doorstep of trial in January 2019, to a status (i) facing the prospect of engaging in significant discovery, (ii) lacking any scheduling order, (iii) having a second case filed on the same subject matter, (iv) recently permitting multiple new claims in a civil action pending since 2015, and (v) substantially increasing the litigation costs and time for a matter which was prepared and fully briefed for trial in January 2019, if not earlier.
27. On June 25, 2021, Jay-Bee filed a motion seeking leave to amend its counterclaim against Panther to add a negligent hiring claim. The counterclaim Jay-Bee sought to amend was a part of its answer, originally filed on July 13, 2015.
28. Panther filed a July 15, 2021, response opposing Jay-Bee's requested amendment based on the expired statute of limitations and the economic loss doctrine as Jay-Bee's amendment sought to present a tort claim in addition to a contractual claim to recover the same damages.
29. Nothing transpired in this case until Jay-Bee filed its reply on January 19, 2022.
30. On February 23, 2022, the Court sent an email denying the two motions filed by Panther

and James River Insurance Company.

31. Answers were filed to the declaratory action and amended counterclaim in March 2022.

That was the last significant development in this matter.

32. Now, after this case was situated for a January 2019 trial continuation, the original 2015 case has reset into needing extensive factual and expert discovery, having multiple new claims arising out of acts/omissions occurring in 2014, and having a new or alternative damages model proposed by Jay-Bee

33. Tragically, Jay-Bee's principal Randy Broda passed away on March 13, 2022. Mr. Broda was an instrumental fact witness in this case and was intimately involved in the design, approval, and implementation of the drilling plan at issue here. This long, drawn-out case lost its most important individual due to the passage of time while this litigation remains pending. Mr. Broda's passing is another obstacle to resolving this case.

34. The parties finally had a telephonic scheduling conference in this matter on October 17, 2022, where dates for both this pending matter and the declaratory judgment action were discussed. However, there has not yet been a scheduling order entered in Civil Action No. 15-P-9 at the time of the filing of this instant motion. One has been presented to the Court.

BUSINESS COURT REFERRAL

1. West Virginia defines "Business Litigation" as an action pending in circuit court in which:
 - (1) the principal claim or claims involve matters of significance to the transactions, operations, or governance between business entities; and
 - (2) the dispute presents commercial and/or technology issues in which specialized treatment is likely to improve the expectation of a fair and reasonable resolution of the controversy because of the need for specialized knowledge or expertise in the subject

matter or familiarity with some specific law or legal principles that may be applicable; and

- (3) the principal claim or claims do not involve: consumer litigation, such as products liability, personal injury, wrongful death, consumer class actions, actions arising under the West Virginia Consumer Credit Act and consumer insurance coverage disputes; non-commercial insurance disputes relating to bad faith, or disputes in which an individual may be covered under a commercial policy, but is involved in the dispute in an individual capacity; employee suits; consumer environmental actions; consumer malpractice actions; consumer and residential real estate, such as landlord-tenant disputes; domestic relations; criminal cases; eminent domain or condemnation; and administrative disputes with government organizations and regulatory agencies, provided, however, that complex tax appeals are eligible to be referred to the Business Court Division.

West Virginia Trial Court Rule 29.04(a).

35. This matter meets the conditions for “Business Litigation” as defined by TCR 29.04(a).

This matter involves a principal claim which Jay-Bee contends is worth either approximately thirty-one million dollars or closer to eight million dollars, depending on which damage model is used. This dispute has commercial and technological issues in the form of complex underground natural gas drilling plans, expert testimony on competing natural gas recovery models, arguments over the scope of professional engineering and other work, indemnity obligations, and additional complex matters that seemingly continue to arise every few months as this case progresses. The business court division is well positioned to navigate these complex, layered issues due to its expertise in managing complex litigation. Finally, no exceptions under TCR 29.04(a)(3) appear to apply to this matter.

36. In addition to Tyler County Circuit Court Petition No. 15-P-9, the aforementioned Tyler

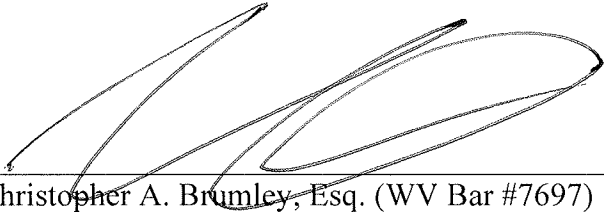
County Circuit Court Civil Action No. 20-C-5 is a related action in which Jay-Bee is seeking a declaratory judgment enforcing indemnity obligations between Panther and Prototype. James River Insurance Company, a Defendant in Civil Action No. 20-C-5, has contemporaneously filed a motion to refer this matter to business court as well and asks that it be consolidated with the 2015 action for judicial efficiency. Panther has no objection to this proposal.

37. As required by Trial Court Rule 29.06(a)(1), the Docket Sheet is attached and marked as Exhibit A. The complaint/petition is attached as Exhibit B. The Answers, which incorporate Jay-Bee's counterclaim and Prototype's third-party complaint, are attached and collectively marked as Exhibit C.¹
38. Movant does not request an expedited review under Trial Court Rule 29.06(a)(4) and movant gives concurrent notice that all affected parties may file a memorandum stating their position in accordance with Trial Court Rule 29.

¹ As this matter has a long and complex history, there are hundreds of pages of amended Answers for the amended claims filed by Prototype and Jay-Bee. For the Court's ease, Panther has included the most recent claims and Answers that have been filed in this matter. If the copies of the original filings are requested by this Court, then Panther will be happy to provide them.

CONCLUSION

WHEREFORE, for the foregoing reasons, the undersigned parties respectfully request the Chief Justice of the West Virginia Supreme Court of Appeals to refer this case to the Business Court Division together with such other relief as the Court may deem proper.

A handwritten signature in black ink, appearing to be "C. Brumley", written over a horizontal line.

Christopher A. Brumley, Esq. (WV Bar #7697)

Michael A. Secret, Esq. (WV Bar #13044)

Evan S. Aldridge, Esq. (WV Bar #13373)

Flaherty Sensabaugh & Bonasso PLLC

PO Box 3843

Charleston, WV 25338-3843

Email Address: chrisb@fsbwv.com

Attorney For: Panther Drilling Systems, LLC

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PANTHER DRILLING SYSTEMS, LLC
An Oklahoma limited liability company,

**Petitioner, Counter-Respondent
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**Respondents and
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A Texas limited liability company,

**Co-Respondent, Third-Party
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Cross-Claim Defendant.**

CERTIFICATE OF SERVICE

I, the undersigned, counsel for Petitioner, do hereby certify that I have served a true and correct copy of the foregoing ***MOTION TO REFER THIS MATTER TO THE BUSINESS COURT DIVISION*** upon counsel of record this 11th day of November 2022, via regular mail, addressed as follows:

The Honorable Judge Jeffrey Cramer
Joe Rucki, Clerk
Marshall County Courthouse
600 Seventh Street
Moundsville, WV 26041
Presiding Circuit Court Judge

Charles R. Bailey, Esq.
Jason S. Hammond, Esq.
Bailey & Wyant, PLLC
500 Virginia Street, East, Suite 600
P.O. Box 3710
Charleston, WV 25337-3710
Counsel for Respondents

James R. Christie, Esq.
Christie Law Office
P.O. Box 1133
Bridgeport, WV 26330
Counsel for Prototype Well Planning, LLC

Business Court Division
Berkeley County Judicial Center
Suite 2100
380 W. South Street
Martinsburg, WV 25401



Michael A. Seeret (WV State Bar #13044)

Date Opened: 06/05/2015

Date 11/09/2022

Printed:

Sub Code: *

CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

Defendant: JAY-BEE OIL & GAS, INC.

vs

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

<u>Page</u>	<u>Date</u>	<u>Memorandum</u>	<u>Account#</u>	<u>Earned</u>	<u>Collected</u>	<u>Balance</u>
25	07/15/2015	F: RESPONDENTS' MTN TO DISMISS PANTHER'S COMPLAINT W/COS		.00	.00	.00
26	07/15/2015	F: RESPONDENTS' MEMO OF LAW IN SUPPORT OF MTN TO DISMISS W/COS		.00	.00	.00
27	07/20/2015	F: RESPONDENTS' NTC OF HRG (RE MTN TO DISMISS PANTHER'S COMPLAINT)		.00	.00	.00
28	07/20/2015	FOR 10/1/15 @ 1:30 P.M. W/COS		.00	.00	.00
29	07/20/2015	F: RESPONDENTS' COS FOR 1ST SET OF REQ'S FOR PRODUCTION OF DOCS TO		.00	.00	.00
30	07/20/2015	PETITIONER		.00	.00	.00
31	07/27/2015	E: ORDER SETTING HEARING - 8/19/2015 @ 2:30PM; CC TO BAILEY & PLANINSIC		.00	.00	.00
32	08/14/2015	F: PETITIONER'S RESPONSE IN OPPOSITION TO RESPONDENTS' MOTION TO		.00	.00	.00
33	08/14/2015	DISMISS		.00	.00	.00
34	08/17/2015	F: RESPONDENTS' REPLY TO PETITIONER'S RESPONSE IN OPPOSITION TO		.00	.00	.00
35	08/17/2015	RESPONDENTS' MOTION TO DISMISS		.00	.00	.00
36	09/03/2015	E: ORDER-RESPONDENT'S MOTION TO DISMISS DENIED; CC TO PLANINSIC &		.00	.00	.00
37	09/03/2015	HAMMOND		.00	.00	.00
38	09/24/2015	F: NOTICE OF APPEARANCE BY SUSAN SNOWDEN ON BEHALF OF PANTHER DRILLING		.00	.00	.00
39	09/24/2015	F: PETITIONER'S ANSWER TO RESPONDENTS' COUNTERCLAIM		.00	.00	.00
40	10/13/2015	F: COS FOR PETITIONER'S RESPONSES TO RESPONDENTS' FIRST SET OF		.00	.00	.00
41	10/13/2015	REQUESTS FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
42	11/02/2015	E: STIPULATION OF PARTIAL DISMISSAL AND ORDER; CC TO PLANINSIC,		.00	.00	.00
43	11/02/2015	SNOWDEN & BAILEY		.00	.00	.00
44	11/13/2015	F: MOTION TO COMPEL SUPPLEMENTAL DISCOVERY RESPONSES		.00	.00	.00
45	12/07/2015	F: TRANSCRIPT OF 8/19/2015 HEARING (SHANNON BLANKENSHIP COURT RPTR)		.00	.00	.00
46	01/08/2016	E: STIPULATION AND ORDER OF SUBSTITUTION OF COUNSEL WITH ATTACHED		.00	.00	.00
47	01/08/2016	WRITTEN CONSENT (CHRISTOPHER A. BRUMLEY AND LAW FIRM OF		.00	.00	.00
48	01/08/2016	FLAHERTY SENSABAUGH BONASSO PLLC SUBSTITUTED AS COUNSEL FOR		.00	.00	.00

Date Opened: 06/05/2015

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JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
49	01/08/2016	PANTHER DRILLING IN PLACE OF SNOWDEN); CC TO BRUMLEY, SNOWDEN,		.00	.00	.00
50	01/08/2016	HAMMOND, BAILEY & PLANINSIC; FX'D TO BRAD SCHMALZER		.00	.00	.00
51	01/15/2016	E:STIPULATION AND AGREED ORDER REGARDING RESPONDENT'S MOTION TO		.00	.00	.00
52	01/15/2016	COMPEL SUPPLEMENTAL DISCOVERY RESPONSES; CC TO BRUMLEY, BAILEY,		.00	.00	.00
53	01/15/2016	HAMMOND & PLANINSIC; FX'D TO BRUMLEY, BAILEY & HAMMOND		.00	.00	.00
54	02/01/2016	F:CCS FOR PETITIONER'S INTERROGATORIES AND REQUESTS FOR PRODUCTION		.00	.00	.00
55	02/01/2016	OF DOCUMENTS (FIRST SET)		.00	.00	.00
56	02/01/2016	F:CCS FOR PETITIONER'S SUPPLEMENTAL RESPONSES TO RESPONDENT'S FIRST		.00	.00	.00
57	02/01/2016	SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
58	02/18/2016	F:PETITIONER'S SECOND SUPPLEMENTAL RESPONSES TO RESPONDENTS' FIRST		.00	.00	.00
59	02/18/2016	SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
60	03/07/2016	F:CERTIFICATE OF SERVICE FOR PETITIONER'S THIRD SUPPLEMENTAL		.00	.00	.00
61	03/07/2016	RESPONSES TO RESPONDENT'S FIRST SET OF REQUESTS FOR PRODUCTION		.00	.00	.00
62	03/07/2016	OF DOCUMENTS		.00	.00	.00
63	06/09/2016	F:NOTICE OF TELEPHONE SCHEDULING CONFERENCE (7/13/2016 @ 10:30AM)		.00	.00	.00
64	07/11/2016	F:NOTICE OF HEARING ON PETITIONER'S MOTION TO COMPEL (8/4/16 @		.00	.00	.00
65	07/11/2016	10:45AM)		.00	.00	.00
66	07/11/2016	F:MOTION TO COMPEL DISCOVERY RESPONSES		.00	.00	.00
67	07/11/2016	F:CERTIFICATE OF SERVICE FOR RESPONDENT'S RESPONSES TO PETITIONER'S		.00	.00	.00
68	07/11/2016	INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS (FIRST		.00	.00	.00
69	07/11/2016	SET)		.00	.00	.00
70	07/25/2016	E:SCHEDULING CONFERENCE ORDER; CC TO BAILEY & PLANINSIC		.00	.00	.00
71	08/02/2016	F: PETITIONER'S MTN FOR CONT (8/4/16 HRG) & PROPOSED CONT ORD W/COS		.00	.00	.00
72	08/02/2016	E:ORDER GRANTING PETITIONER'S MOTION FOR CONTINUANCE, 8/4/16 HEARING		.00	.00	.00

vs

CASE#: 15-P-9

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Plaintiff: PANTHER DRILLING SYSTEMS, LLC

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Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
73	08/02/2016	RESCHEDULED FOR 9/1/2016 @ 10:45AM; CC FX'D TO BRUMLEY/SCHMALZER,		.00	.00	.00
74	08/02/2016	BAILEY & PLANINSIC		.00	.00	.00
75	08/01/2016	F:NOTICE OF APPEARANCE BY ANDREW HERRICK ON BEHALF OF JAY-BEE OIL &		.00	.00	.00
76	08/01/2016	GAS, INC., JAY-BEE PRODUCTION CO., JB EXPLORATION I, LLC A/K/A		.00	.00	.00
77	08/01/2016	JAY-BEE EXPLORATION I, LLC		.00	.00	.00
78	08/03/2016	F:CERTIFICATE OF SERVICE FOR RESPONDENTS' FIRST SUPPLEMENTAL		.00	.00	.00
79	08/03/2016	RESPONSES TO PETITIONER'S FIRST SET OF INTERROGATORIES AND		.00	.00	.00
80	08/03/2016	REQUESTS FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
81	08/03/2016	F:RESPONDENTS' RESPONSE TO PETITIONER'S MOTION TO COMPEL DISCOVERY		.00	.00	.00
82	08/03/2016	RESPONSES		.00	.00	.00
83	08/17/2016	F:CERTIFICATE OF SERVICE FOR RESPONDENTS' FIRST SET OF REQUEST FOR		.00	.00	.00
84	08/17/2016	ADMISSIONS TO THE PETITIONER		.00	.00	.00
85	08/17/2016	F:CERTIFICATE OF SERVICE FOR RESPONDENTS FIRST SET OF		.00	.00	.00
86	08/17/2016	INTERROGATORIES AND SECOND SET OF REQUEST FOR PRODUCTION OF		.00	.00	.00
87	08/17/2016	DOCUMENTS TO THE PETITIONER		.00	.00	.00
88	08/30/2016	F: PETITIONER'S MOTION TO W/DRAW MOTION TO COMPEL DISCOVERY		.00	.00	.00
89	08/30/2016	RESPONSES W/PROPOSED ORDER & COS.		.00	.00	.00
90	08/30/2016	E: ORDER-GRANTING PET'S MOTION TO W/DRAW MOT TO COMPEL DISC. RESP		.00	.00	.00
91	08/30/2016	AND CANCELING 9/1/16 HEARING. FX'D TO ATTY SCHMALZER, ATTY		.00	.00	.00
92	08/30/2016	HAMMOND & ATTY PLANINSIC.		.00	.00	.00
93	09/06/2016	F:DEFENDANTS' FACT WITNESS DISCLOSURE		.00	.00	.00
94	09/07/2016	F:PETITIONER'S PRELIMINARY FACT WITNESS DISCLOSURES		.00	.00	.00
95	09/07/2016	F:PETITIONER'S EXPERT WITNESS DISCLOSURES		.00	.00	.00
96	09/12/2016	F:CERTIFICATE OF SERVICE FOR CIVIL CASE SUBPOENA		.00	.00	.00

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JUDGE: JEFFREY D. CRAMER

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Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

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97	09/16/2016	F: CERTIFICATE OF SERVICE FOR PETITIONER'S RESPONSES TO RESPONDENTS' FIRST SET OF REQUEST FOR ADMISSIONS		.00	.00	.00
98	09/16/2016	F: PRIVILEGE LOG FOR PETITIONER'S ANSWERS TO RESPONDENTS' FIRST SET OF INTERROGATORIES AND RESPONSES TO SECOND SET OF REQUEST FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
99	10/03/2016	F: CERTIFICATE OF SERVICE OF NOTICE OF DEPOSITION		.00	.00	.00
100	10/03/2016	F: RESPONDENTS' EXPERT WITNESS DISCLOSURE W/COS & EXHIBITS A & B		.00	.00	.00
101	10/03/2016	F: CERTIFICATE OF SERVICE FOR NOTICE TO TAKE DEPOSITION		.00	.00	.00
102	10/13/2016	F: CERTIFICATE OF SERVICE FOR NOTICE OF CONTINUED DEPOSITION OF RANDY BRODA		.00	.00	.00
103	11/07/2016	F: CERTIFICATE OF SERVICE FOR PETITIONER'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO RESPONDENTS		.00	.00	.00
104	11/28/2016	F: CERTIFICATE OF SERVICE FOR RESPONDENTS' RESPONSES TO PETITIONER'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
105	12/13/2016	F: CERTIFICATE OF SERVICE FOR RESPONDENTS' FIRST SUPPLEMENTAL RESPONSES TO PETITIONER'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
106	12/13/2016	F: MOTION OF PETITIONER PANTHER DRILLING SYSTEMS, LLC FOR LEAVE TO AMEND ANSWER TO COUNTERCLAIM AND FILE THIRD-PARTY COMPLAINT		.00	.00	.00
107	12/20/2016	E: ORDER GRANTING PETITIONER'S MOTION FOR LEAVE TO AMEND ANSWER TO COUNTERCLAIM AND FILE THIRD-PARTY COMPLAINT; OC TO BRUMLEY, PLANINSIC & HAMMOND *RESPONDENTS HAVE NO OBJECTIONS* SEE 6/8/17 ORD*		.00	.00	.00
108	12/20/2016	F: PETITIONER'S AMENDED ANSWER TO RESPONDENTS' COUNTERCLAIM AND THIRD-PARTY COMPLAINT		.00	.00	.00
109	01/25/2017			.00	.00	.00
110	01/25/2017			.00	.00	.00
111	02/13/2017			.00	.00	.00
112	02/13/2017			.00	.00	.00
113	02/13/2017			.00	.00	.00
114	05/05/2017			.00	.00	.00
115	05/05/2017			.00	.00	.00
116	05/24/2017			.00	.00	.00
117	05/24/2017			.00	.00	.00
118	05/24/2017			.00	.00	.00
119	06/06/2017			.00	.00	.00
120	06/06/2017			.00	.00	.00

Date Opened: 06/05/2015

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
121	06/06/2017	F:JOINT MOTION TO CONTINUE TRIAL AND REQUEST FOR ENTRY OF AMENDED		.00	.00	.00
122	06/06/2017	SCHEDULING CONFERENCE ORDER		.00	.00	.00
123	06/06/2017	E:ORDER VACATING TRIAL DATE OF 7/30/2017 AND PRETRIAL CONFERENCE OF		.00	.00	.00
124	06/06/2017	6/30/2017, THEY WILL BE RESET AT A LATER DATE, COUNSEL SHALL		.00	.00	.00
125	06/06/2017	ATTEMPT TO SUBMIT AN AGREED AMENDED SCHEDULING CONFERENCE ORDER		.00	.00	.00
126	06/06/2017	TO THE COURT FOR CONSIDERATION; CC TO PLANINSIC, BRUMLEY,		.00	.00	.00
127	06/06/2017	HAMMOND		.00	.00	.00
128	06/08/2017	E:ORDER GRANTING PETITIONER'S MOTION FOR LEAVE TO AMEND ANSWER TO		.00	.00	.00
129	06/08/2017	COUNTERCLAIM AND FILE THIRD-PARTY COMPLAINT; CC TO BRUMLEY,		.00	.00	.00
130	06/08/2017	PLANINSIC & HAMMOND *IF THERE ARE NO OBJECTIONS*SEE 5/24/17 ORDER*		.00	.00	.00
131	06/08/2017	*SAME ORDER BUT A LITTLE DIFFERENT LANGUAGE*		.00	.00	.00
132	06/23/2017	F:LETTER FROM FLAHERTY SENSABAUGH ATTACHING SUMMONS & COPIES FOR		.00	.00	.00
133	06/23/2017	SERVICE		.00	.00	.00
134	06/23/2017	SERVICE FEE - WV SOS	3011	20.00	20.00	.00
135	06/23/2017	SERVICE FEE - WV SOS (CLERK FEE)	1010	5.00	5.00	.00
136	06/23/2017	E:THIRD-PARTY SUMMONS, PETITION & THIRD-PARTY COMPLAINT TO WV		.00	.00	.00
137	06/23/2017	SECRETARY OF STATE FOR SERVICE ON PROTOTYPE WELL PLANNING, LLC		.00	.00	.00
138	07/10/2017	F:WV SECRETARY OF STATE ACCEPTANCE OF SERVICE ON BEHALF OF PROTOTYPE		.00	.00	.00
139	07/10/2017	WELL PLANNING LLC ON 6/28/2017		.00	.00	.00
140	07/11/2017	F:WV DEFENDANT DETAILS SHOWING SERVICE ON PROTOTYPE WELL PLANNING		.00	.00	.00
141	07/11/2017	LLC ON 7/3/2017		.00	.00	.00
142	07/11/2017	I:SERVICE POSTCARD TO ATTY PLANINSIC		.00	.00	.00
143	09/01/2017	I:FAXED DOCKET REPORT TO S&J		.00	.00	.00
144	09/29/2017	F:ANSWER AND DEFENSES BY THIRD-PARTY RESPONDENT TO THIRD-PARTY	1012	12.00	12.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC
 Defendant: JAY-BEE OIL & GAS, INC.

VS

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

<u>Page</u>	<u>Date</u>	<u>Memorandum</u>	<u>Account#</u>	<u>Earned</u>	<u>Collected</u>	<u>Balance</u>
145	09/29/2017	COMPLAINT		.00	.00	.00
146	10/10/2017	F: RESPS' (JAY-BEE/JB) COS FOR 1ST SET OF REQ'S FOR PROD OF DOCS		.00	.00	.00
147	10/10/2017	TO 3RD PARTY RESP, PROTOTYPE WELL PLANNING		.00	.00	.00
148	12/20/2017	F: 3RD PARTY RESP, PROTOTYPE WELL PLANNING LLC'S, COS FOR RESPONSE TO		.00	.00	.00
149	12/20/2017	RESPS' (JAY-BEE/JB) 1ST SET OF REQ'S FOR PROD OF DOCS		.00	.00	.00
150	01/12/2018	F: PETITIONER'S NTC OF VIDEOTAPED DEPOSITION OF MATTHEW MAY W/COS		.00	.00	.00
151	02/02/2018	E: AMENDED SCHEDULING CONFERENCE ORDER; CC TO PLANINSIC, BRUMLEY,		.00	.00	.00
152	02/02/2018	BAILEY & CHRISTIE		.00	.00	.00
153	03/16/2018	F: RESPS' (JAY-BEE/JB) COS FOR 2ND SET OF INTERR & 3RD SET OF REQ'S OF		.00	.00	.00
154	03/16/2018	PROD OF DOCS TO PANTHER DRILLING SYSTEMS, LLC *****RESPS OMITTED		.00	.00	.00
155	03/16/2018	FROM CASE STYLE*****		.00	.00	.00
156	05/01/2018	F: CERTIFICATE OF SERVICE FOR PETITIONER'S ANSWERS TO RESPONDENT'S		.00	.00	.00
157	05/01/2018	SECOND SET OF INTERROGATORIES AND RESPONSES TO THIRD SET OF		.00	.00	.00
158	05/01/2018	REQUEST FOR PRODUCTION OF DOCUMENTS		.00	.00	.00
159	05/14/2018	F: RESPONDENTS' EXPERT WITNESS DISCLOSURE WITH EXHIBITS A & B		.00	.00	.00
160	06/25/2018	F: PETITIONER'S REBUTTAL EXPERT WITNESS DISCLOSURES WITH ATTACHMENTS,		.00	.00	.00
161	06/25/2018	INCLUDING TERRY BRITTENHAM REPORT ON CD NOT SCANNED, BUT IN FILE		.00	.00	.00
162	08/06/2018	F: NOTICE OF DEPOSITION DUCES TECUM OF DONALD C. KESTERSON		.00	.00	.00
163	08/13/2018	FAXED DOCKET REPORT TO PLANINSIC ON 8/9/2018	1012	14.00	14.00	.00
164	08/16/2018	F: NOTICE OF DEPOSITION OF DANNY WARD		.00	.00	.00
165	08/16/2018	F: NOTICE OF DEPOSITION DUCES TECUM OF TERRY BRITTENHAM		.00	.00	.00
166	09/14/2018	COPIES (PX'D DOCKET REPORT)	1012	14.00	14.00	.00
167	09/14/2018	F: NOTICE OF MEDIATION (11/13/2018 @ 10AM)		.00	.00	.00
168	09/17/2018	F: JOINT MOTION TO CONTINUE DEADLINES		.00	.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
169	09/17/2018	F:AMENDED NOTICE OF MEDIATION		.00	.00	.00
170	09/19/2018	F:JOINT MOTION TO CONTINUE DEADLINES		.00	.00	.00
171	09/20/2018	E:SECOND AMENDED SCHEDULING ORDER; CC TO HAMMOND, BRUMLEY, PLANINSIC		.00	.00	.00
172	09/20/2018	& CHRISTIE		.00	.00	.00
173	11/07/2018	I:FIXED DOCKET REPORT TO PLANINSIC	1012	32.00	32.00	.00
174	11/16/2018	F:LETTER FROM MEDIATOR TO JUDGE ADVISING CASE UNRESOLVED AT MEDIATION		.00	.00	.00
175	11/30/2018	F:PETITIONER'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND MEMORANDUM OF		.00	.00	.00
176	11/30/2018	LAW IN SUPPORT WITH EXHIBITS A THRU C		.00	.00	.00
177	12/03/2018	F:MOTION IN LIMINE TO LIMIT THE TESTIMONY OF EXPERT WITNESS TERRY		.00	.00	.00
178	12/03/2018	BRITTENGHAM WITH EXHIBITS 1 & 2		.00	.00	.00
179	12/03/2018	F:MOTION FOR PARTIAL SUMMARY JUDGMENT WITH INCORPORATED MEMORANDUM		.00	.00	.00
180	12/03/2018	IN SUPPORT WITH EXHIBIT 1		.00	.00	.00
181	12/03/2018	F:RESPONDENTS' EXHIBIT LIST		.00	.00	.00
182	12/03/2018	F:RESPONDENTS' FINAL WITNESS LIST		.00	.00	.00
183	12/03/2018	F:PETITIONER, PANTHER DRILLING SYSTEMS, LLC'S MOTIONS IN LIMINE		.00	.00	.00
184	12/03/2018	F:PETITIONER, PANTHER DRILLING SYSTEMS, LLC'S MOTION TO EXCLUDE		.00	.00	.00
185	12/03/2018	CERTAIN OPINIONS OF RESPONDENTS' EXPERT, DONALD KESTERSON WITH		.00	.00	.00
186	12/03/2018	EXHIBITS A THRU E		.00	.00	.00
187	12/03/2018	F:PANTHER DRILLING SYSTEMS, LLC'S MOTION FOR PARTIAL SUMMARY		.00	.00	.00
188	12/03/2018	JUDGMENT ON RESPONDENTS' "LOST RESERVE" DAMAGES WITH EXHIBITS A		.00	.00	.00
189	12/03/2018	THRU G		.00	.00	.00
190	12/03/2018	F:PANTHER DRILLING SYSTEMS, LLC'S MOTION FOR SUMMARY JUDGMENT ON		.00	.00	.00
191	12/03/2018	RESPONDENTS' COUNTERCLAIMS WITH EXHIBITS A THRU O		.00	.00	.00
192	12/06/2018	F:PETITIONER, PANTHER DRILLING SYSTEMS, LLC'S FINAL EXHIBIT AND		.00	.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

vs

Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
193	12/06/2018	WITNESS LISTS		.00	.00	.00
194	12/12/2018	F:THIRD-PARTY RESPONDENT, PROTOTYPE WELL PLANNING, LLC'S FINAL		.00	.00	.00
195	12/12/2018	WITNESS AND EXHIBIT LIST		.00	.00	.00
196	12/17/2018	F:RESPONDENTS, JAY-BEE OIL & GAS, INC., JAY-BEE PRODUCTION CO, JB		.00	.00	.00
197	12/17/2018	EXPLORATION I, LLC A/K/A JAY-BEE EXPLORATION I, LLC'S PROPOSED		.00	.00	.00
198	12/17/2018	VOIR DIRE		.00	.00	.00
199	12/17/2018	F:RESPONDENTS, JAY-BEE OIL & GAS, INC., JAY-BEE PRODUCTION CO, JB		.00	.00	.00
200	12/17/2018	EXPLORATION I, LLC A/K/A JAY-BEE EXPLORATION I, LLC'S PROPOSED		.00	.00	.00
201	12/17/2018	JURY INSTRUCTIONS		.00	.00	.00
202	12/19/2018	F:PROPOSED JURY INSTRUCTION FROM PANTHER DRILLING SYSTEMS, LLC		.00	.00	.00
203	12/19/2018	F:PETITIONER, PANTHER DRILLING SYSTEMS, LLC'S PROPOSED VOIR DIRE		.00	.00	.00
204	12/23/2018	F:EMAILS BETWEEN PARTIES & JUDGE'S OFFICE RE PROPOSED ORDER		.00	.00	.00
205	12/23/2018	E:AGREED ORDER VACATING THE TRIAL DATE RESCHEDULING 1/29/19 TRIAL TO		.00	.00	.00
206	12/23/2018	3/11/19; CC TO BAILEY, BRUMLEY, PLANINSIC & CHRISTIE		.00	.00	.00
207	12/27/2018	THE JAY-BEE RESPONDENTS RESPONSE TO PETITIONER'S MOTIONS FOR SUMMARY		.00	.00	.00
208	12/27/2018	JUDGMENT WITH EXHIBITS 1 THRU 18		.00	.00	.00
209	12/27/2018	F:PETITIONER'S RESPONSE IN OPPOSITION TO RESPONDENTS' MOTION FOR		.00	.00	.00
210	12/27/2018	PARTIAL SUMMARY JUDGMENT		.00	.00	.00
211	12/27/2018	F:AGREED MOTION TO MODIFY THE SCHEDULING ORDER TO MOVE THE TRIAL		.00	.00	.00
212	12/27/2018	DATE TO MARCH 11, 2019		.00	.00	.00
213	01/02/2019	F:PANTHER DRILLING SYSTEMS, LLC'S OBJECTIONS TO RESPONDENTS'		.00	.00	.00
214	01/02/2019	PROPOSED JURY INSTRUCTIONS		.00	.00	.00
215	01/02/2019	F:RESPONDENTS JAY-BEE OIL & GAS, INC., JAY-BEE PRODUCTION CO., JB		.00	.00	.00
216	01/02/2019	EXPLORATION I, LLC'S RESPONSE TO PETITIONER, PANTHER DRILLING		.00	.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

Defendant: JAY-BEE OIL & GAS, INC.

vs

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

<u>Page</u>	<u>Date</u>	<u>Memorandum</u>	<u>Account#</u>	<u>Earned</u>	<u>Collected</u>	<u>Balance</u>
217	01/02/2019	SYSTEMS, LLC'S MOTIONS IN LIMINE		.00	.00	.00
218	01/02/2019	F:RESPONDENTS' OBJECTION TO PANTHER DRILLING SYSTEMS, LLC'S FINAL		.00	.00	.00
219	01/02/2019	EXHIBIT AND WITNESS LIST		.00	.00	.00
220	01/02/2019	F:RESPONDENTS' OBJECTIONS TO THE PROPOSED JURY INSTRUCTIONS OF		.00	.00	.00
221	01/02/2019	PANTHER DRILLING SYSTEMS, LLC		.00	.00	.00
222	01/02/2019	F:RESPONDENTS' RESPONSE TO PETITIONER, PANTHER DRILLING SYSTEMS,		.00	.00	.00
223	01/02/2019	LLC'S MOTION TO EXCLUDE CERTAIN OPINIONS OF RESPONDENTS'		.00	.00	.00
224	01/02/2019	EXPERT, DONALD KESTERSON WITH EXHIBITS 1 THRU 6		.00	.00	.00
225	01/02/2019	F:PANTHER DRILLING SYSTEMS, LLC'S RESPONSE IN OPPOSITION TO		.00	.00	.00
226	01/02/2019	RESPONDENTS' MOTION IN LIMINE TO LIMIT THE TESTIMONY OF EXPERT		.00	.00	.00
227	01/02/2019	WITNESS TERRY BRITTENHAM WITH EXHIBITS A THRU E		.00	.00	.00
228	01/06/2019	E: ORD-CONT'G PRETRIAL CONF FROM 1/10/19 TO 2/7/19 @ 11:00 A.M.		.00	.00	.00
229	01/06/2019	*****CC NOT TRANSMITTED TO ATTYS PER E-MAIL FROM LAW CLERK*****		.00	.00	.00
230	01/07/2019	F:REPLY MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT		.00	.00	.00
231	01/07/2019	F:PANTHER DRILLING SYSTEMS, LLC'S DEPOSITION TRANSCRIPTS OR PORTIONS		.00	.00	.00
232	01/07/2019	THEREOF TO BE USED AT TRIAL (*SCANNED INDIVIDUALLY BELOW*)		.00	.00	.00
233	01/07/2019	*DEPOSITION OF RANDY J. BRODA - Volume I (12/01/2016)		.00	.00	.00
234	01/07/2019	*DEPOSITION OF RANDY J. BRODA - Volume II (12/14/2016)		.00	.00	.00
235	01/07/2019	*DEPOSITION OF TERRY LEE BRITTENHAM (8/27/2018)		.00	.00	.00
236	01/07/2019	*DEPOSITION OF DONALD KESTERSON (08/14/2018)		.00	.00	.00
237	01/08/2019	F:PETITIONER'S REPLY TO THE JAY-BEE RESPONDENTS' RESPONSE IN		.00	.00	.00
238	01/08/2019	OPPOSITION TO PETITIONER'S MOTIONS FOR SUMMARY JUDGMENT		.00	.00	.00
239	01/08/2019	F:PETITIONER, PANTHER DRILL SYSTEMS, LLC'S REPLY IN SUPPORT OF		.00	.00	.00
240	01/08/2019	PANTHER'S MOTION FOR SUMMARY JUDGMENT ON RESPONDENTS'		.00	.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC
vs
Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
241	01/08/2019	COUNTERCLAIMS AND LOST RESERVE DAMAGES WITH EXHIBITS A THRU AA		.00	.00	.00
242	02/04/2019	F:PETITIONER, PANTHER DRILLING SYSTEMS, LLC'S REPLY TO RESPONDENTS'		.00	.00	.00
243	02/04/2019	RESPONSE TO PETITIONER, PANTHER DRILLING SYSTEMS, LLC'S MOTION		.00	.00	.00
244	02/04/2019	TO EXCLUDE CERTAIN OPINIONS OF RESPONDENTS' EXPERT, DONALD		.00	.00	.00
245	02/04/2019	KESTERSON WITH EXHIBITS		.00	.00	.00
246	02/06/2019	F:RESPONDENTS' SECOND SUPPLEMENTAL RESPONSE TO PETITIONER'S		.00	.00	.00
247	02/06/2019	INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS (FIRST		.00	.00	.00
248	02/06/2019	SET)		.00	.00	.00
249	02/06/2019	F:RESPONDENTS' AMENDED EXHIBIT LIST		.00	.00	.00
250	02/08/2019	F:PANTHER DRILLING SYSTEMS, LLC'S PRE-TRIAL MEMORANDUM		.00	.00	.00
251	02/08/2019	F:NOTICE OF APPEARANCE BY WILLIAM CRICHTON ON BEHALF OF JAY BEE		.00	.00	.00
252	02/08/2019	DEFENDANTS		.00	.00	.00
253	02/08/2019	F:RESPONDENTS' PRETRIAL MEMORANDUM FILED BY JAY BEE DEFENDANTS		.00	.00	.00
254	02/08/2019	F:REBUTTAL TO PETITIONER, PANTHER DRILLING SYSTEM, LLC'S REPLY TO		.00	.00	.00
255	02/08/2019	RESPONDENTS' RESPONSE TO PETITIONER, PANTHER DRILLING SYSTEM,		.00	.00	.00
256	02/08/2019	LLC'S MOTION TO EXCLUDE CERTAIN OPINIONS OF RESPONDENT EXPERT,		.00	.00	.00
257	02/08/2019	DONALD KESTERSON		.00	.00	.00
258	04/08/2019	F:MOTION OF RESPONDENTS, JAY-BEE OIL & GAS, INC., ET AL., SEEKING		.00	.00	.00
259	04/08/2019	LEAVE TO AMEND AND SUPPLEMENT EXPERT WITNESS DISCLOSURE		.00	.00	.00
260	04/15/2019	F:NOTICE OF HEARING (5/2/2019 @ 11:15AM) ON MOTION OF RESPONDENTS,		.00	.00	.00
261	04/15/2019	JAY BEE OIL & GAS, INC. ET AL. SEEKING LEAVE OT AMEND AND		.00	.00	.00
262	04/15/2019	SUPPLEMENT EXPERT WITNESS DISCLOSURE		.00	.00	.00
263	04/24/2019	F:RESPONSE OF PETITIONER PANTHER DRILLING SYSTEMS, LLC TO		.00	.00	.00
264	04/24/2019	RESPONDENTS' MOTION SEEKING LEAVE TO AMEND AND SUPPLEMENT		.00	.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

Defendant: JAY-BEE OIL & GAS, INC.

vs

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
265	04/24/2019	EXPERT WITNESS DISCLOSURE		.00	.00	.00
266	04/24/2019	F:PETITIONER, PANTHER DRILLING SYSTEMS, LLC'S OBJECTION TO		.00	.00	.00
267	04/24/2019	RESPONDENTS, JAY-BEE OIL & GAS, INC., ET AL., MOTION SEEKING		.00	.00	.00
268	04/24/2019	LEAVE TO AMEND AND SUPPLEMENT EXPERT WITNESS EXPERT WITNESS		.00	.00	.00
269	04/24/2019	DISCLOSURES WITH EXHIBITS		.00	.00	.00
270	05/02/2019	F:RESPONDENTS' REPLY TO PETITIONER'S RESPONSES IN OPPOSITION TO		.00	.00	.00
271	05/02/2019	RESPONDENTS' MOTION SEEKING LEAVE TO AMEND AND SUPPLEMENT		.00	.00	.00
272	05/02/2019	EXPERT WITNESS DISCLOSURES WITH EXHIBIT A		.00	.00	.00
273	05/06/2019	F:CERTIFICATE OF SERVICE FOR PETITIONER'S FOURTH SUPPLEMENTAL		.00	.00	.00
274	05/06/2019	RESPONSES TO RESPONDENTS' FIRST SET OF REQUESTS FOR PRODUCTION		.00	.00	.00
275	05/06/2019	OF DOCUMENTS		.00	.00	.00
276	05/06/2019	FAXED DOCKET REPORT ON 5/2/2019	1012	24.00	24.00	.00
277	05/21/2019	FAXED PARTIAL DOCKET (2017-2019 ENTRIES) ON 4/5/2019	1012	14.00	14.00	.00
278	05/30/2019	F:MOTION AND SUPPORTING AUTHORITY TO REALIGN THE PARTIES AND FOR		.00	.00	.00
279	05/30/2019	LEAVE TO RESPONDENTS TO FILE A CROSS-CLAIM AGAINST PROTOTYPE		.00	.00	.00
280	05/30/2019	WELL PLANNING, LLC, OR IN THE ALTERNATIVE, FOR LEAVE TO AMEND		.00	.00	.00
281	05/30/2019	AND/OR SUPPLEMENT PLEADINGS WITH EXHIBITS A THRU C		.00	.00	.00
282	06/13/2019	F:PANTHER DRILLING SYSTEM, LLC'S RESPONSE IN OPPOSITION TO JAY-BEE		.00	.00	.00
283	06/13/2019	OIL & GAS, INC.'S, JAY-BEE PRODUCTION CO.'S, AND JAY-BEE		.00	.00	.00
284	06/13/2019	EXPLORATION 1, LLC'S MOTION AND SUPPORTING AUTHORITY TO REALIGN		.00	.00	.00
285	06/13/2019	THE PARTIES AND FOR LEAVE TO RESPONDENTS TO FILE A CROSS-CLAIM		.00	.00	.00
286	06/13/2019	AGAINST PROTOTYPE WELL PLANNING, LLC, OR, IN THE ALTERNATIVE,		.00	.00	.00
287	06/13/2019	FOR LEAVE TO AMEND OR SUPPLEMENT PLEADINGS		.00	.00	.00
288	07/01/2019	F: ORD-GRANTING RESPS (JAY-BEE/JB) MTN TO REALIGN THE PARTIES &		.00	.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC
 vs
 Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
289	07/01/2019	LEAVE TO FILE CROSS CLAIM AGAINST PROTOTYPE WELL PLANNING LLC.		.00	.00	.00
290	07/01/2019	PRETRIAL HRG ON 7/2/19 & TRIAL ON 7/15/19 ARE CANCELLED. CC TO		.00	.00	.00
291	07/01/2019	BRUMLEY, SECRET, & ALDRIDGE; PLANINSIC & SHEPHERD; BAILEY & HAMMOND;		.00	.00	.00
292	07/01/2019	CRICHTON; & CHRISTIE		.00	.00	.00
293	07/03/2019	COPIES (FX'D DOCKET REPORT)	1012	24.00	24.00	.00
294	07/18/2019	EMAILED DOCUMENTS FROM LINES 222-224 & 236 OF DOCKET TO BARNES &	1012	131.00	131.00	.00
295	07/18/2019	THORNBURG ON 6/19/2019		.00	.00	.00
296	08/26/2019	MAILED COPY OF CASE DOCKET TO PIETRAGALLO GORDON ON 8/12/19	1012	13.00	13.00	.00
297	10/01/2019	E-ORDER REALIGNING THE PARTIES TO REFLECT PROTOTYPE WELL PLANNING,		.00	.00	.00
298	10/01/2019	LLC AS A RESPONDENT AND GRANTING LEASE TO RESPONDENTS JAY-BEE		.00	.00	.00
299	10/01/2019	OIL & GAS, INC., JAY-BEE PRODUCTION CO., AND JB EXPLORATION I,		.00	.00	.00
300	10/01/2019	A/K/A JAY-BEE EXPLORATION I, LLC O FILE A CROSS-CLAIM AGAINST		.00	.00	.00
301	10/01/2019	PROTOTYPE WELL PLANNING, LLC; CC TO BAILEY, BRUMLEY, PLANINSIC,		.00	.00	.00
302	10/01/2019	CHRISTIE & CRICHTON		.00	.00	.00
303	10/02/2019	E-ORDER DENYING MOTION IN LIMINE TO LIMIT THE TESTIMONY OF EXPERT		.00	.00	.00
304	10/02/2019	WITNESS TERRY BRITTENHAM, DENYING PANTHER DRILLING SYSTEMS,		.00	.00	.00
305	10/02/2019	LLC'S MOTION TO EXCLUDE CERTAIN OPINIONS OF RESPONDENTS'		.00	.00	.00
306	10/02/2019	EXPERT, DONALD KESTERSON, GRANTING MOTION OF RESPONDENTS,		.00	.00	.00
307	10/02/2019	JAY-BEE SEEKING LEAVE TO AMEND AND SUPPLEMENT EXPERT WITNESS		.00	.00	.00
308	10/02/2019	DISCLOSURE WITH RESPECT TO RICHARD L. TOOTHMAN, JR. & FINDING		.00	.00	.00
309	10/02/2019	JAY-BEE'S MOTION FOR LEAVE TO AMEND AND SUPPLEMENT THE OPTION		.00	.00	.00
310	10/02/2019	AND REPORT OF EXPERT DONALD KESTERSON MOOT; CC TO BAILEY,		.00	.00	.00
311	10/02/2019	BRUMLEY, PLANINSIC, CHRISTIE & CRICHTON		.00	.00	.00
312	10/17/2019	F: MOTION TO AMEND JUDGMENT ON BEHALF OF THE		.00	.00	.00

Date Opened: 06/05/2015

Date 11/09/2022

Printed:

Sub Code: *

CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

Defendant: JAY-BEE OIL & GAS, INC.

vs

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
313	10/17/2019	PETITIONER/COUNTERRESPONDENT/THIRD-PARTY PETITIONER, PANTHER		.00	.00	.00
314	10/17/2019	DRILLING SYSTEMS, LLC, AND/OR MOTIONS IN THE ALTERNATIVE		.00	.00	.00
315	10/22/2019	E-ORDER DENYING MOTION TO AMEND JUDGMENT ON BEHALF OF		.00	.00	.00
316	10/22/2019	PETITIONER/COUNTER-RESPONDENT/THIRD-PARTY PETITIONER, PANTHER		.00	.00	.00
317	10/22/2019	DRILLING SYSTEMS, LLC, AND/OR MOTIONS IN THE ALTERNATIVE; CC TO		.00	.00	.00
318	10/22/2019	BAILEY, BRUMLEY, PLANINSIC, CHRISTIE & CRICHTON		.00	.00	.00
319	10/23/2019	I:EMAILED DOCKET REPORT TO PIETRAGALLO LAW FIRM	1012	14.00	14.00	.00
320	10/23/2019	F:RESPONDENTS JAY-BEE OIL & GAS, INC.'S, JAY-BEE PRODUCTION CO.'S,	2065	200.00	200.00	.00
321	10/23/2019	AND JB EXPLORATION I LLC'S, A/K/A JAY-BEE EXPLORATION I, LLC'S,		.00	.00	.00
322	10/23/2019	CROSS-CLAIM AGAINST PROTOTYPE WELL PLANNING, LLC		.00	.00	.00
323	10/31/2019	I:EMAILED DOCUMENTS FILED FROM 10/1/2019 TO 10/31/2019 TO PIETRAGALLO	1012	35.00	35.00	.00
324	10/31/2019	GORDON LAW FIRM		.00	.00	.00
325	11/08/2019	F:PROTOTYPE WELL PLANNING, LLC'S ANSWER AND DEFENSES TO CROSS-CLAIM		.00	.00	.00
326	11/08/2019	PLAINTIFFS' CROSS-CLAIM		.00	.00	.00
327	12/10/2019	F:MOTION TO AMEND ANSWER TO THIRD-PARTY COMPLAINT AND TO FILE		.00	.00	.00
328	12/10/2019	COUNTERCLAIM AGAINST THIRD-PARTY PETITIONER, PANTHER DRILLING		.00	.00	.00
329	12/10/2019	SYSTEMS, LLC; ARGUMENTS IN SUPPORT THEREOF WITH EXHIBIT A		.00	.00	.00
330	12/23/2019	F:PANTHER DRILLING SYSTEMS, LLC'S RESPONSE IN OPPOSITION TO		.00	.00	.00
331	12/23/2019	PROTOTYPE WELL PLANNING, LLC'S MOTION TO AMEND ANSWER TO		.00	.00	.00
332	12/23/2019	THIRD-PARTY COMPLAINT AND TO FILE COUNTERCLAIM AGAINST		.00	.00	.00
333	12/23/2019	THIRD-PARTY PETITIONER, PANTHER DRILLING SYSTEMS, LLC; ARGUMENTS		.00	.00	.00
334	12/23/2019	IN SUPPORT THEREOF		.00	.00	.00
335	01/10/2020	F:REPLY TO PANTHER DRILLING SYSTEMS, LLC'S RESPONSE IN OPPOSITION TO		.00	.00	.00
336	01/10/2020	MOTION TO AMEND ANSWER TO THIRD-PARTY COMPLAINT AND TO FILE		.00	.00	.00

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

vs

Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
337	01/10/2020	COUNTERCLAIM AGAINST THIRD-PARTY PETITIONER, PANTHER DRILLING SYSTEMS, LLC		.00	.00	.00
338	01/10/2020	DOCKET REPORT TO HERNDON, MORTON ON 2/7/2020	1012	.00	.00	.00
339	02/14/2020	E-ORDER GRANTING MOTION TO AMEND ANSWER TO THIRD-PARTY COMPLAINT AND TO FILE COUNTERCLAIM AGAINST THIRD-PARTY PETITIONER, PANTHER DRILLING SYSTEMS, LLC; CC TO CHRISTIE, BAILEY, BRUMLEY & PLANINSIC		14.00	14.00	.00
340	03/06/2020	F-CIVIL CASE INFORMATION STATEMENT		.00	.00	.00
341	03/06/2020	F-PROTOTYPE WELL PLANNING, LLC'S AMENDED ANSWER AND DEFENSES TO THIRD-PARTY COMPLAINT AND COUNTERCLAIM		.00	.00	.00
342	03/06/2020	F-THE PETITIONER/COUNTER-RESPONDENT, PANTHER DRILLING SYSTEM, LLC'S MOTION TO DISMISS THE COUNTERCLAIMS OF THIRD-PARTY DEFENDANT/COUNTERCLAIMANT PROTOTYPE WELL PLANNING, LLC		.00	.00	.00
343	03/06/2020	E: ORD-BRIEFING ORD. CC TO PLANINSIC & SHEPHERD; BRUMLEY, SECRET, & ALDRIDGE; CRICHTON; BAILEY, HAMMOND, & BENJAMIN; & CHRISTIE		.00	.00	.00
344	03/13/2020	F: PETITIONER'S MTN TO BIFURCATE TRIAL W/CCS		.00	.00	.00
345	03/13/2020	F-RESPONSE OF PROTOTYPE WELL PLANNING, LLC TO PETITIONER/COUNTER-RESPONDENT PANTHER DRILLING SYSTEMS, LLC'S MOTION TO DISMISS THE COUNTERCLAIMS OF THIRD-PARTY DEFENDANT/COUNTER-CLAIMANT PROTOTYPE WELL PLANNING, LLC		.00	.00	.00
346	03/13/2020	F-PANTHER DRILLING SYSTEMS, LLC'S REPLY TO THE RESPONSE OF PROTOTYPE WELL PLANNING, LLC, TO PETITIONER/COUNTER RESPONDENT PANTHER DRILLING SYSTEMS, LLC'S MOTION TO DISMISS THE COUNTERCLAIMS OF		.00	.00	.00
347	06/01/2020	THIRD-PARTY DEFENDANT/COUNTERCLAIMANT, PROTOTYPE WELL PLANNING,		.00	.00	.00
348	06/01/2020			.00	.00	.00
349	06/01/2020			.00	.00	.00
350	06/23/2020			.00	.00	.00
351	06/23/2020			.00	.00	.00
352	07/16/2020			.00	.00	.00
353	07/23/2020			.00	.00	.00
354	07/23/2020			.00	.00	.00
355	07/23/2020			.00	.00	.00
356	07/23/2020			.00	.00	.00
357	08/07/2020			.00	.00	.00
358	08/07/2020			.00	.00	.00
359	08/07/2020			.00	.00	.00
360	08/07/2020			.00	.00	.00

Date Opened: 06/05/2015

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC

VS

Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

<u>Page</u>	<u>Date</u>	<u>Memorandum</u>	<u>Account#</u>	<u>Earned</u>	<u>Collected</u>	<u>Balance</u>
361	08/07/2020	LLC		.00	.00	.00
362	08/13/2020	E-BRIEFING ORD; CC TO PLANINSIC, BRUMLEY, BAILEY, CRICHTON & CHRISTIE		.00	.00	.00
363	08/17/2020	F-PETITIONER'S RENEWED MOTION FOR PARTIAL SUMMARY JUDGMENT AND		.00	.00	.00
364	08/17/2020	MEMORANDUM OF LAW IN SUPPORT		.00	.00	.00
365	08/31/2020	F-PANTHER DRILLING SYSTEMS, LLC'S REPLY TO THE RESPONSE OF THE		.00	.00	.00
366	08/31/2020	PLAINTIFFS, JAY-BEE ENTITIES, TO MOTION TO DISMISS OF		.00	.00	.00
367	08/31/2020	DEFENDANTS, PANTHER DRILLING SYSTEMS, LLC AND JAMES RIVER		.00	.00	.00
368	08/31/2020	INSURANCE COMPANY WITH EXHIBITS A & B		.00	.00	.00
369	09/09/2020	F-LETTER FROM ATTY SECRET TO JUDGE REQUESTING HEARING ON VARIOUS		.00	.00	.00
370	09/09/2020	MOTIONS		.00	.00	.00
371	09/14/2020	F-PLAINTIFFS, JAY-BEE ENTITIES' RESPONSE TO MOTION TO CONSOLIDATE		.00	.00	.00
372	09/28/2020	F-PANTHER DRILLING SYSTEMS, LLC'S REPLY TO THE PLAINTIFFS, JAY-BEE		.00	.00	.00
373	09/28/2020	ENTITIES' RESPONSE TO MOTION TO CONSOLIDATE		.00	.00	.00
374	09/28/2020	F-PROPOSED ORDER GRANTING PANTHER DRILLING SYSTEMS, LLC'S MOTIONS		.00	.00	.00
375	09/28/2020	FOR PARTIAL SUMMARY JUDGMENT; FAXED TO JUDGE		.00	.00	.00
376	09/30/2020	E-ORDER GRANTING PANTHER DRILLING SYSTEMS, LLC'S MOTIONS FOR PARTIAL		.00	.00	.00
377	09/30/2020	SUMMARY JUDGMENT; CC TO PLANINSIC, BRUMLEY, BAILEY, CRICHTON &		.00	.00	.00
378	09/30/2020	CHRISTIE		.00	.00	.00
379	09/30/2020	E-ORDER DENYING PANTHER DRILLING SYSTEM, LLC'S MOTION TO DISMISS THE		.00	.00	.00
380	09/30/2020	COUNTERCLAIMS OF PROTOTYPE WELL PLANNING, LLC; CC TO PLANINSIC,		.00	.00	.00
381	09/30/2020	BRUMLEY, BAILEY, CRICHTON & CHRISTIE		.00	.00	.00
382	10/15/2020	F-PANTHER DRILLING SYSTEMS, LLC'S ANSWER TO THE COUNTERCLAIM OF		.00	.00	.00
383	10/15/2020	PROTOTYPE WELL PLANNING SERVICES, LLC		.00	.00	.00
384	10/15/2020	F-NOTICE OF HEARING (TO BE SET BY COURT)		.00	.00	.00

Date Opened: 06/05/2015
Date
Printed: 11/09/2022

Sub Code: *

CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC
vs
Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
385	10/15/2020	F: MOTION OF JAY BEE OIL & GAS, INC., JAY BEE PRODUCTION COMPANY AND		.00	.00	.00
386	10/15/2020	JB EXPLORATION I, LLC A/K/A JAY-BEE EXPLORATION I, LLC TO ALTER		.00	.00	.00
387	10/15/2020	OR AMEND AND ENTER JUDGMENT PURSUANT TO W.VA. R. CIV. RULE 54(B)		.00	.00	.00
388	10/22/2020	F: PETITIONER PANTHER DRILLING SYSTEM LLC'S RESPONSE TO RESPONDENTS'		.00	.00	.00
389	10/22/2020	MOTION TO ALTER OR AMEND AND ENTER JUDGMENT PURSUANT TO W.VA.		.00	.00	.00
390	10/22/2020	R. CIV. RULE 54(B)		.00	.00	.00
391	10/29/2020	F: RESPONDENT'S RESPONSE TO PETITIONER PANTHER DRILLING SYSTEM, LLC'S		.00	.00	.00
392	10/29/2020	RESPONSE TO RESPONDENTS' MOTION TO ALTER OR AMEND AND ENTER		.00	.00	.00
393	10/29/2020	JUDGMENT PURSUANT TO W.VA. R. CIV. 54(B)		.00	.00	.00
394	10/29/2020	F: MOTION TO STAY PURSUANT TO RULE 62(b)(1)(X) OF THE W.VA. RULES OF		.00	.00	.00
395	10/29/2020	CIVIL PROCEDURE		.00	.00	.00
396	10/29/2020	E: ORD-GRANTING RESPS' MTN TO ALTER & AMEND & ENTER JUDGMENT		.00	.00	.00
397	10/29/2020	PURSUANT TO RULE 54(B). CC FX'D & MAILED TO PLANINSIC & SHEPHERD;		.00	.00	.00
398	10/29/2020	BRUMLEY & ALDRIDGE; SECRET; BAILEY, HAMMOND & BENJAMIN; CRICHTON,		.00	.00	.00
399	10/29/2020	& CHRISTIE		.00	.00	.00
400	11/04/2020	F: NOTICE OF APPEAL TO SUPREME COURT OF APPEALS		.00	.00	.00
401	11/04/2020	E: ORDER DENYING PANTHER DRILLING SYSTEM, LLC'S MOTION TO DISMISS THE		.00	.00	.00
402	11/04/2020	COUNTERCLAIMS OF PROTOTYPE WELL PLANNING, LLC; CC TO		.00	.00	.00
403	11/04/2020	PLANINSIC/SHEPHERD, BRUMLEY/SCHMALZER/ALDRIDGE, CRICHTON,		.00	.00	.00
404	11/04/2020	BAILEY/HAMMOND/BENJAMIN & CHRISTIE		.00	.00	.00
405	11/04/2020	E: ORDER DENYING MOTION FOR PARTIAL SUMMARY JUDGMENT FILED ON BEHALF		.00	.00	.00
406	11/04/2020	OF JAY-BEE OIL & GAS, INC., JAY-BEE PRODUCTION CO., AND JB		.00	.00	.00
407	11/04/2020	EXPLORATION I, LLC; CC TO PLANINSIC/SHEPHERD,		.00	.00	.00
408	11/04/2020	BRUMLEY/SCHMALZER/ALDRIDGE, CRICHTON, BAILEY/HAMMOND/BENJAMIN &		.00	.00	.00

Date Opened: 06/05/2015

Date 11/09/2022

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CASE#: 15-P-9

JUDGE: JEFFREY D. CRAMER

Plaintiff: PANTHER DRILLING SYSTEMS, LLC
 Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
409	11/04/2020	CHRISTIE		.00	.00	.00
410	11/04/2020	F-CERTIFICATE OF SERVICE FOR NOTICE TO TAKE DEPOSITION IN AID OF		.00	.00	.00
411	11/04/2020	EXECUTION		.00	.00	.00
412	11/06/2020	F-PETITIONER PANTHER DRILLING SYSTEM LLC'S RESPONSE IN OPPOSITION TO		.00	.00	.00
413	11/06/2020	RESPONDENTS' MOTION TO STAY WITH APPENDIX 1		.00	.00	.00
414	11/20/2020	EMERSEALD!!! AGREED ORDER SETTING PAYMENT PLAN FOR JUDGMENT		.00	.00	.00
415	11/20/2020	AGAINST JAY-BEE OIL & GAS, INC., CLAIMS OF PANTHER AGAINST		.00	.00	.00
416	11/20/2020	JAY-BEE ARE SETTLED, COUNTERCLAIMS FILED BY JAY-BEE AGAINST		.00	.00	.00
417	11/20/2020	PANTHER OR ANY CLAIMS INVOLVING PROTOTYPE WELL ARE NOT AFFECTED		.00	.00	.00
418	11/20/2020	BY THIS SETTLEMENT; CC TO PLANINSIC/SHEPHERD,		.00	.00	.00
419	11/20/2020	BRUMLEY/SCHWALZER/ALDRIDGE, BAILEY/HAMMOND/BENJAMIN, CRICHTON &		.00	.00	.00
420	11/20/2020	CHRISTIE		.00	.00	.00
421	03/24/2021	F-PROPOSED ORDER GRANTING MOTION TO BIFURCATE AND ATTACHING AGREED		.00	.00	.00
422	03/24/2021	ORDER PREVIOUSLY ENTERED ON 11/20/2020		.00	.00	.00
423	06/28/2021	F-JAY BEE OIL & GAS, INC., JAY BEE PRODUCTION COMPANY AND JB		.00	.00	.00
424	06/28/2021	EXPLORATION I, LLC A/K/A JAY-BEE EXPLORATION I, LLC MOTION FOR		.00	.00	.00
425	06/28/2021	LEAVE TO AMEND COUNTERCLAIM AGAINST PANTHER DRILLING SYSTEM,		.00	.00	.00
426	06/28/2021	LLC WITH EXHIBITS A & B		.00	.00	.00
427	07/16/2021	F-PANTHER DRILLING SYSTEMS, LLC'S RESPONSE TO JAY BEE OIL & GAS,		.00	.00	.00
428	07/16/2021	INC., ET AL.'S MOTION FOR LEAVE TO AMEND COUNTERCLAIM AGAINST		.00	.00	.00
429	07/16/2021	PANTHER DRILLING SYSTEM, LLC		.00	.00	.00
430	01/21/2022	F-JAY BEE OIL & GAS, INC., JAY BEE PRODUCTION COMPANY AND JB		.00	.00	.00
431	01/21/2022	EXPLORATION I, LLC A/K/A JAY-BEE EXPLORATION I, LLC REPLY TO		.00	.00	.00
432	01/21/2022	PANTHER DRILLING SYSTEM, LLC'S RESPONSE TO MOTION FOR LEAVE TO		.00	.00	.00

CASE#: 15-P-9 Sub Code: *

JUDGE: JEFFREY D. CRAMER

Date Opened: 06/05/2015

Date 11/09/2022

Printed:

Plaintiff: PANTHER DRILLING SYSTEMS, LLC
 vs
 Defendant: JAY-BEE OIL & GAS, INC.

Pro Attorney: HOLLY S. PLANINSIC

Def Attorney: JASON HAMMOND

Page	Date	Memorandum	Account#	Earned	Collected	Balance
433	01/21/2022	AMEND COUNTERCLAIM AGAINST PANTHER DRILLING SYSTEMS, LLC		.00	.00	.00
434	03/17/2022	F:DEFENDANT, PANTHER DRILLING SYSTEMS, LLC'S ANSWER TO JAY-BEE		.00	.00	.00
435	03/17/2022	ENTITIES' SECOND AMENDED COUNTERCLAIM		.00	.00	.00
436	06/15/2022	E:ORDER GRANTING JAY BEE OIL & GAS, INC., JAY BEE PRODUCTION COMPANY		.00	.00	.00
437	06/15/2022	AND JB EXPLORATION I, LLC A/K/A JAY-BEE EXPLORATION I, LLC'S		.00	.00	.00
438	06/15/2022	MOTION FOR LEAVE TO AMEND COUNTERCLAIM AGAINST PANTHER DRILLING		.00	.00	.00
439	06/15/2022	SYSTEM, LLC; CC TO PLANINSIC/SHEPHERD,		.00	.00	.00
440	06/15/2022	BRUMLEY/SCHMALZER/ALDRIDGE, BAILEY/HAMMOND/BENJAMIN, CRICHTON &		.00	.00	.00
441	06/15/2022	CHRISTIE		.00	.00	.00
Totals				981.00	981.00	.00

LAW OFFICES

RICHARD G. HERNDON (1918-2003)
R. CLARK MORTON
JUDITH A. HERNDON (1941-1980)
WILLIAM J. YAEGER, JR.†
ROBERT J. KRALL†

**HERNDON & MORTON
HERNDON & YAEGER**

83 EDGINGTON LANE

WHEELING, WEST VIRGINIA 26003-1541

HOLLY S. PLANINSIC†
BENJAMIN M. COX*
ANDREW J. HARRIS
CHAD J. SHEPHERD

TELEPHONE (304) 242-2300
FAX (304) 243-0890

*ALSO ADMITTED IN OHIO
†ALSO ADMITTED IN PA

June 10, 2015

VIA: EMAIL (BHackler@hallestill.com) ONLY

Ms. Bonnie N. Hackler, Esq.
Shareholder
Hall Estill
320 S. Boston Avenue
Suite 200
Tulsa, OK 74103

RE: Panther Drilling

Dear Bonnie:

Enclosed is a time-stamped copy of the Petition filed in the Circuit Court of Tyler County West Virginia last Friday on behalf of your client Panther Drilling. We have arranged for the Clerk to have the Petition served on all Defendants via the West Virginia Secretary of State. Once all parties have been served, they will have a period of thirty (30) days within which to file an Answer or otherwise respond to the Petition.

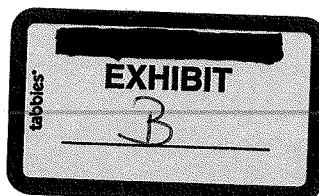
At this time, we are not able to tell you what Judge has been assigned to this case due to the retirement of one of the Tyler County Circuit Court Judges. A successor Judge has been appointed but no assignments to any particular Judge are being made at this time. Once we know the Judge assigned to the case, we will set a scheduling conference and proceed accordingly. We will also keep track of the docket, so that if any of the Jay-Bee entities fails to respond, we will be able to record a default immediately with the Clerk's office and then seek a default judgment.

If you have any questions regarding the manner in which this case will proceed, please do not hesitate to call me or Holly. Thank you for allowing us to be of service in this matter.

Very truly yours,


CHAD J. SHEPHERD

CJS/kab
Enclosures
cc: Holly S. Planinsic
HMHY#92405



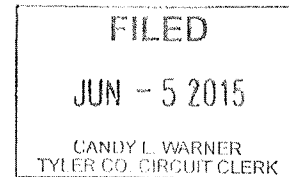
IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Petitioner,

v.

JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC
Respondents.



CIVIL ACTION NO. 15-P-9

Judge _____

PETITION FOR ENFORCEMENT OF MECHANIC'S LIENS AND OTHER RELIEF

NOW COMES Petitioner, Panther Drilling Systems, LLC, an Oklahoma limited liability company, (hereinafter "Panther"), by and through its undersigned counsel, pursuant to West Virginia Code §38-2-1, et seq. and other applicable West Virginia law, and the West Virginia Rules of Civil Procedure, and represents as follows:

THE PARTIES

1. Petitioner Panther, is a limited liability company organized and existing under the laws of the State of Oklahoma and has its principal place of business in Yukon, Oklahoma.
2. Respondent Jay-Bee Oil & Gas, Inc. (hereinafter, "Respondent" or "Jay-Bee") is a West Virginia corporation with a principal place of business in Union, New Jersey.
3. Jay-Bee Production Company is a West Virginia corporation with a principal place of business in Union, New Jersey.
4. JB Exploration I, LLC, a/k/a Jay-Bee Exploration I, LLC is a West Virginia limited liability company with its principal place of business in Union, New Jersey.

BACKGROUND

5. Upon information and belief, Jay-Bee Oil and Gas, Jay-Bee Production Co., and Jay-Bee Exploration I, LLC (hereinafter collectively "Respondents") own several oil and gas wells, leasehold and fee oil and gas interests in Tyler County, West Virginia as set forth herein.

6. Petitioner entered into certain contracts/agreements with Respondent Jay-Bee Oil and Gas whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Real Estate described herein that is and has been owned by Respondents at all times relevant to this Petition.

7. Petitioner has fully completed and duly performed all of its duties and obligations under its contracts with Respondent Jay-Bee Oil and Gas and has furnished material, machinery and supplies in connection with the Real Estate described herein that is and has been owned by Respondents at all times relevant to this Petition.

8. Respondent Jay-Bee Oil and Gas has paid nothing toward the sums owed for the services, material, machinery and supplies furnished by Petitioner, which has benefitted all Respondents as owners of the Real Estate leaving unpaid balances as set forth herein.

I. - ENFORCEMENT OF MECHANIC'S LIENS

9. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, the Respondents are and were at all relevant times the owners of a certain oil and gas well and certain leasehold interests of the leases associated therewith, named "Brent A. and Emma Weimer Sleepy 6" - API No. 47-095-02146" (the "Sleepy 6 Real Estate").

10. Petitioner Panther entered into a contract with the Respondent Jay-Bee Oil and Gas, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection

with the Sleepy 6 Real Estate, and the Respondent agreed to pay a total of Thirteen Thousand Dollars (\$13,000.00) for this work.

11. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed, leaving an unpaid balance of Thirteen Thousand Dollars (\$13,000.00).

12. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Respondent Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT A**, for the amount of Thirteen Thousand (\$13,000.00), now appears of record in aforesaid Clerk's office in Mechanic's Lien Book 4, at page 480.

13. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, the Respondents are and were at all relevant times the owners of a certain oil and gas well named "George & Joann Woodburn Grumpy 5" - API No. 47-095-02161" (the "Grumpy 5 Real Estate").

14. Petitioner Panther entered into a contract with the Respondent, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Grumpy 5 Real Estate, and the Respondent agreed to pay a total of Thirteen Thousand Dollars (\$13,000.00) for this work.

15. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums

owed, leaving an unpaid balance of Thirteen Thousand Dollars (\$13,000.00).

16. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT B**, for the amount of Thirteen Thousand Dollars (\$13,000.00), now appears of record in the aforesaid Clerk's Office in Mechanic's Lien Book 4, at page 450.

17. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, the Respondents are and were at all relevant times the owners of a certain oil and gas well named "George & Joann Woodburn Grumpy 3" - API No. 47-095-02160" (the "Grumpy 3 Real Estate").

18. Petitioner Panther entered into a contract with the Respondent Jay-Bee Oil and Gas, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Grumpy 3 Real Estate, and the Respondent agreed to pay a total of Six Thousand Five Hundred Dollars (\$6,500.00) for this work.

19. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed, leaving an unpaid balance of Six Thousand Five Hundred Dollars (\$6,500.00).

20. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the

Office of the Clerk of the County Commission of Tyler County, West Virginia in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT C**, for the amount of Six Thousand Five Hundred Dollars (\$6,500.00), now appears of record in the aforementioned Clerk's Office in Mechanic's Lien Book 4, at page 456.

21. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, the Respondent is the owner of a certain oil and gas well named "Brian Teslovich Sneezy 11" - API No. 47-095-02136" (the "Sneezy 11 Real Estate").

22. Petitioner Panther entered into a contract with the Respondent, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Sneezy 11 Real Estate, and the Respondent agreed to pay a total of Sixty-Two Thousand Four Hundred Dollars (\$62,400.00) for this work.

23. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Sixty-Two Thousand Four Hundred Dollars (\$62,400.00).

24. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT D**, for the amount of Sixty-Two Thousand Four Hundred Dollars (\$62,400.00), now appears of record in the aforementioned Clerk's Office in Mechanic's Lien Book 4, at page 462.

25. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named "Brian Teslovich Sneezy 10" - API No. 47-095-02135" (the "Sneezy 10 Real Estate").

26. Petitioner Panther entered into a contract with the Respondent Jay-Bee Oil and Gas, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Sneezy 10 Real Estate, and the Respondent agreed to pay a total of Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00) for this work.

27. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00).

28. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT E**, for the amount of Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00), now appears of record in the aforementioned Clerk's Office in Mechanic's Lien Book 4, at page 468.

29. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named "Weimer, Brent A. & Emma Sleepy 3" - API No. 47-095-02144" (the "Sleepy 3

Real Estate”).

30. Petitioner Panther entered into a contract with the Respondent Jay-Bee Oil and Gas, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Sleepy 3 Real Estate, and the Respondent agreed to pay a total of Thirteen Thousand Dollars (\$13,000.00) for this work.

31. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Thirteen Thousand Dollars (\$13,000.00).

32. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the “Mechanic’s Lien”) in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT F**, for the amount of Thirteen Thousand Dollars (\$13,000.00), now appears of record in the aforesaid Clerk’s Office in Mechanic’s Lien Book 4, at page 474.

33. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named “Weimer, Brent A. & Emma Sleepy 5” - API No. 47-095-02145” (the “Sleepy 5 Real Estate”).

34. Petitioner Panther entered into a contract with the Respondent Jay-Bee Oil and Gas, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection

with the Sleepy 5 Real Estate, and Respondent agreed to pay a total of Eighty Thousand Two Hundred Dollars (\$80,200.00) for this work.

35. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Eighty Thousand Two Hundred Dollars (\$80,200.00).

36. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT G**, for the amount of Eighty Thousand Two Hundred Dollars (\$80,200.00), now appears of record in the aforesaid Clerk's Office in Mechanic's Lien Book 4, at page 495.

37. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named "Gaston, Wa & Ida / Tustin, Stanley H Doc 6" - API No. 47-095-02168" (the "Doc 6 Real Estate").

38. Petitioner Panther entered into a contract with Respondent Jay-Bee Oil and Gas whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Doc 6 Real Estate, and Respondent agreed to pay a total of Twenty Six Thousand Dollars (\$26,000.00) for this work.

39. Petitioner Panther has fully completed and duly performed all of its duties and

obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Twenty Six Thousand Dollars (\$26,000.00).

40. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT H**, for the amount of Twenty Six Thousand Dollars (\$26,000.00), now appears of record in the aforesaid Clerk's Office in Mechanic's Lien Book 4, at page 503.

41. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, the Respondent is the owner of a certain oil and gas well named "Gaston, Wa & Ida / Tustin, Stanley H Doc 2" - API No. 47-095-02190" (the "Doc 2 Real Estate").

42. Petitioner Panther entered into a contract with the Respondent, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Doc 2 Real Estate, and the Respondent agreed to pay a total of Twenty Six Thousand Dollars (\$26,000.00) for this work. At all times relevant hereto, the Respondent was the owner of the Real Estate.

43. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Twenty Six Thousand Dollars (\$26,000.00).

44. On December 10, 2014, within one hundred days (100) after the Petitioner completed

the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT I**, for the amount of Twenty Six Thousand Dollars (\$26,000.00), now appears of record in the Office of the Clerk of the County Commission of Tyler County, West Virginia in Mechanic's Lien Book 4, at page 511.

45. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named "Tippins, Rodney L. & Vickie L. Bashful 2" - API No. 47-095-02140" (the "Bashful 2 Real Estate").

46. Petitioner Panther entered into a contract with the Respondent Jay-Bee Oil and Gas, whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Bashful 2 Real Estate, and the Respondent agreed to pay a total of One Hundred Five Thousand Six Hundred Dollars (\$105,600.00) for this work.

47. The Petitioner, Panther, has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of One Hundred Five Thousand Six Hundred Dollars (\$105,600.00).

48. On December 10, 2014, within one hundred days (100) after Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the

Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT J**, for the amount of One Hundred Five Thousand Six Hundred Dollars (\$105,600.00), now appears of record in the aforesaid Clerk's Office in Mechanic's Lien Book 4, at page 520.

49. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named "Tippins, Rodney & Vickie, Headley T. Bashful 6" - API No. 47-095-02133" (the "Bashful 6 Real Estate").

50. Petitioner Panther entered into a contract with Respondent Jay-Bee Oil and Gas whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Bashful 6 Real Estate, and Respondent agreed to pay a total of Three Hundred Forty Four Thousand Four Hundred Seventy Three and 75/100 Hundred Dollars (\$344,473.75) for this work.

51. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Three Hundred Forty Four Thousand Four Hundred Seventy Three and 75/100 Hundred Dollars (\$344,473.75).

52. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT K**, for a portion of the amount due, being Two Hundred Fourteen Thousand Nine Hundred Seventy

Two and 75/100 Hundred Dollars (\$214,972.75), now appears of record in the aforesaid Clerk's Office in Mechanic's Lien Book 4, at page 486.

53. Pursuant to records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named "Gorby, James I. & Paulette Gorby 2" - API No. 47-095-02141" (the "Gorby 2 Real Estate").

54. Petitioner Panther entered into a contract with Respondent whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Gorby 2 Real Estate, and the Respondent agreed to pay a total of Thirteen Thousand Dollars (\$13,000.00) for this work.

55. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Thirteen Thousand Dollars (\$13,000.00).

56. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT L**, for the amount of Thirteen Thousand Dollars (\$13,000.00), now appears of record in the aforesaid Clerk's Office in Mechanic's Lien Book 4, at page 526.

57. Pursuant to records in the Office of the Clerk of the County Commission of Tyler

County, West Virginia, Respondents are and were at all relevant times the owners of a certain oil and gas well named "Gorby, James I. & Paulette Gorby 5" - API No. 47-095-02141" (the "Gorby 5 Real Estate").

58. Petitioner Panther entered into a contract with Respondent Jay-Bee Oil and Gas whereby Panther agreed to perform labor and furnish material, machinery and supplies in connection with the Gorby 5 Real Estate, and Respondent agreed to pay a total of Thirteen Thousand Dollars (\$13,000.00) for this work.

59. Petitioner Panther has fully completed and duly performed all of its duties and obligations under the aforementioned contract but Respondent has paid nothing toward the sums owed on the aforementioned contract, leaving an unpaid balance of Thirteen Thousand Dollars (\$13,000.00).

60. On December 10, 2014, within one hundred days (100) after the Petitioner completed the requested labor and supplied the requested material, machinery and supplies to Jay-Bee, Petitioner filed its *Notice of Materialman's and Mechanic's Lien* (the "Mechanic's Lien") in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in accordance with West Virginia Code §38-2-8. The Mechanic's Lien, a copy of which is attached hereto as **EXHIBIT M**, for the amount of Thirteen Thousand Dollars (\$13,000.00), now appears of record in the aforesaid Clerk's Office in Mechanic's Lien Book 4, at page 443.

61. This Petition has been filed within the six (6) month period prescribed by W.Va. Code §38-2-34 and is brought to enforce the thirteen (13) Mechanic's Liens, more fully described herein, and attached hereto as **EXHIBITS A through M**, which have not been canceled or otherwise discharged, and to obtain a judgment against Respondents.

62. Upon information and belief, no other person or persons have filed a Petition to enforce any other mechanic's liens against the said Real Estate or any part thereof, nor have subsequent liens or claims by judgment, mortgage or conveyance been made or filed or rendered against the Real Estate or any part thereof since the filing of the Mechanic's Liens by Petitioner.

II. – BREACH OF CONTRACT

63. Petitioner incorporates all allegations contained in paragraphs 1 through 62 as if specifically set forth here.

64. Respondent Jay Bee Oil and Gas breached its contract(s)/agreement(s) with Petitioner by failing to pay for the goods and services provided pursuant to such contract(s)/agreement(s) by Petitioner for the with respect to the Real Estate described in **EXHIBITS A** through **M**, as set forth herein.

65. As a direct and proximate result of Respondent's breach of its contract(s)/agreement(s) with Petitioner, Petitioner was damaged and injured as described herein, and is owed the sum of Seven Hundred Eighty Three Thousand Three Hundred Seventy Three and 75/100 Dollars (\$783,373.75), plus additional damages, by Respondent.

III. – UNJUST ENRICHMENT

66. The Petitioner incorporates all allegations contained in paragraphs 1 through 65 as if specifically set forth here.

67. Respondents, as the owners of the Real Estate described herein and in **EXHIBITS A** through **M**, have benefitted from the provision by Petitioner of labor, material, machinery and supplies with respect to such Real Estate, for which Petitioner is owed the sum of Seven Hundred Eighty Three Thousand Three Hundred Seventy Three and 75/100 Dollars (\$783,373.75), plus

additional damages, by Respondent.


68. If Respondents are permitted to retain the benefits of the labor, material, machinery and supplies furnished by Petitioner as set forth herein, which have resulted in the production of oil and gas from the Wells identified in this Petition, Respondents have been and will continue to be unjustly enriched.

WHEREFORE, the Petitioner, Panther, prays that this Honorable Court:

- a. Enter judgment in favor of Panther and against Jay-Bee Oil and Gas, Jay-Bee Production Company, and JB Exploration I, jointly and severally, in the amount of Seven Hundred Eighty Three Thousand Three Hundred Seventy Three and 75/100 Dollars (\$783,373.75), plus pre-judgment and post-judgment interest; and
- b. Enter an Order that the Real Estate and/or the oil and gas produced from the Wells be sold to pay off and satisfy the claims of Panther together with the claims of any lienholders that this Court determines to have prior valid liens on the Real Estate; and
- c. Award Petitioner Panther its costs and expenses incident to the prosecution of this action, including reasonable attorney fees if permitted; and
- d. Order such other relief as this Court deems just and proper.

DATED: June 5, 2015

Respectfully submitted,


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Counsel for Panther Drilling Systems, LLC

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC,
an Oklahoma Limited Liability Company,

Petitioner,

v.

Civil Action No. 15-P-9
Honorable Jeffrey Cramer

JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC

Respondents.

**DEFENDANTS' SECOND AMENDED ANSWER, AFFIRMATIVE
DEFENSES AND COUNTERCLAIM**

NOW COMES Defendants Jay-Bee Oil & Gas, Inc., Jay-Bee Production Co, JB Exploration I, LLC a/k/a Jay-Bee Exploration I, LLC, (hereinafter collectively referred to as "Defendant" or "Jay-Bee"), through counsel, Charles R. Bailey, Jason S. Hammond and the law firm of Bailey & Wyant PLLC. and for Defendants' Second Amended Answer, Affirmative Defenses and Counterclaim states and avers as follows:

FIRST AFFIRMATIVE DEFENSE

The Plaintiff's Complaint fails to state claims of which relief may be granted and must be dismissed pursuant to Rule 12(b)(6) of the West Virginia Rules of Civil Procedure.

SECOND AFFIRMATIVE DEFENSE

In response to the specific allegations set forth in the Plaintiff's Petition for Enforcement of Mechanic's Lien and Other Relief, Defendants respond as follows:



1. Upon information and belief, Defendants admit the allegations set forth in paragraph 1 of the Petition.
2. Defendants admit the allegations set forth in paragraph 2 of the Petition.
3. Defendants admit the allegations set forth in paragraph 3 of the Petition.
4. Defendants admit the allegations set forth in paragraph 4 of the Petition.

BACKGROUND

5. Defendants admit the allegations set forth in paragraph 5 of the Petition.
6. Defendants admit the allegations set forth in paragraph 6 of the Petition.
7. Defendants deny the allegations set forth in paragraph 7 of the Petition and demand strict proof thereof.
8. Defendants admit they paid nothing towards sums allegedly due and owing to the Plaintiff. Defendants deny that they benefited from any work and labor provided by the Petitioner and assert that the Petitioner caused greater loss of revenue than is due and owing to the Petitioner.

I-ENFORCEMENT OF MECHANIC'S LIENS

9. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
10. Defendants admit that they entered into agreements for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.

11. Defendants deny the allegations set forth in paragraph 11 of the Petition and demand strict proof thereof.
12. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 12 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
13. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
14. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.
15. Defendants deny the allegations set forth in paragraph 15 of the Petition and demand strict proof thereof.
16. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 16 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.

17. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
18. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.
19. Defendants deny the allegations set forth in paragraph 19 of the Petition and demand strict proof thereof.
20. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 20 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
21. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
22. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.

23. Defendants deny the allegations set forth in paragraph 23 of the Petition and demand strict proof thereof.
24. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 24 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
25. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
26. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.
27. Defendants deny the allegations set forth in paragraph 27 of the Petition and demand strict proof thereof.
28. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 28 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.

29. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
30. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.
31. Defendants deny the allegations set forth in paragraph 31 of the Petition and demand strict proof thereof.
32. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 32 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
33. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
34. Defendants admit that they entered into agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.

35. Defendants deny the allegations set forth in paragraph 35 of the Petition and demand strict proof thereof.
36. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 36 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
37. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
38. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.
39. Defendants deny the allegations set forth in paragraph 39 of the Petition and demand strict proof thereof.
40. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 40 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.

41. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
42. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.
43. Defendants deny the allegations set forth in paragraph 43 of the Petition and demand strict proof thereof.
44. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 44 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
45. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contains descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
46. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.

47. Defendants deny the allegations set forth in paragraph 47 of the Petition and demand strict proof thereof.
48. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 48 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
49. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
50. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioners failed to do so in a workmanlike manner and breached its agreement with the Defendants.
51. Defendants deny the allegations set forth in paragraph 51 of the Petition and demand strict proof thereof.
52. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 52 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.

53. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
54. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.
55. Defendants deny the allegations set forth in paragraph 55 of the Petition and demand strict proof thereof.
56. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 56 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
57. Defendants deny that the records in the Office of the Clerk of the County Commission of Tyler County, West Virginia, contain descriptions similar to those identified by the Plaintiff in its Petition and Mechanic's Liens. Furthermore, Defendants deny the legal sufficiency of the descriptions identified by the Plaintiff in its Notice of Mechanic's Liens.
58. Defendants admit that they entered into an agreement for Panther to perform labor, furnish material, machineries, and supplies. However, the Petitioner failed to do so in a workmanlike manner and breached its agreement with the Defendants.

59. Defendants deny the allegations set forth in paragraph 59 of the Petition and demand strict proof thereof.
60. Defendants deny the validity of the Notice of Mechanic's Lien identified in paragraph 60 of the Petition, due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including but not limited to the failure to have the Mechanic's Lien properly verified by an individual with personal knowledge of any alleged debt, the inadequate description provided in the Mechanic's Lien, and the untimeliness of the Notice of Mechanic's Lien.
61. Defendants admit the Petition has been filed within six (6) months as prescribed within West Virginia Code 38-2-34. However, the various Mechanic's Liens filed by the Plaintiff are invalid due to Plaintiff's multiple failures to comply with West Virginia Code §38-2-1 et. seq., including, but not limited to, Mechanic's Liens have been improperly verified by an individual with personal knowledge of alleged debt, the inadequate description provided in the liens and the untimeliness of the Notice of Mechanic's Liens.
62. Defendants are without knowledge or information to for a belief as to the truth of the allegations set forth in paragraph 62 of the Petition and therefore deny the same and demand strict proof thereof.

II-BREACH OF CONTRACT

63. Defendants incorporate by reference their responses set forth in paragraphs 1-62 of their Answer as if though the same were set forth verbatim herein.
64. Defendants deny the allegations set forth in paragraph 64 of the Petition and deny the validity of the Mechanic's Liens asserted by the Plaintiff.
65. Defendants deny the allegations set forth in paragraph 65 of the Petition.

III-UNJUST ENRICHMENT

66. Defendants incorporate by reference their responses set forth in paragraphs 1-65 of their Answer as if though the same were set forth verbatim herein.
67. Defendants deny the allegations set forth in paragraph 67 of the Petition.
68. Defendants deny the allegations set forth in paragraph 68 of the Petition.
69. Defendants deny that the Petitioner is entitled to an relief requested in its "WHEREFORE" paragraph, and its discreet subparts, and respectfully requests that this Honorable Court dismiss the Plaintiff's Complaint and award the Defendants their attorney's fees, costs, and expenses incurred in defending this action and wrongfully filed Mechanic's Liens.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

Defendants incorporates by reference any and all affirmative defenses set forth in West Virginia Code §38-2-1 et. seq.

SECOND DEFENSE

The Defendants do hereby invoke any and all affirmative defenses applicable in defense of the claims asserted herein and against them by the Plaintiff as may be relevant or pertinent and justified and established by this facts and circumstances hereof. Such affirmative defenses are as contemplated and/or set forth in Rule 8 of the West Virginia Rules of Civil Procedure and any and all matter constituting an avoidance or affirmative defense as contemplated by Rule 8 of the West Virginia Rules of Civil Procedure.

THIRD DEFENSE

The Defendants deny violating or breaching any laws, court orders, rules, regulations, statutes, industry standards/rules, or other applicable duties whatsoever.

FORTH DEFENSE

The Plaintiff's claims may be barred, in whole or in part, by the doctrine of laches.

FIFTH DEFENSE

The Defendants deny that they breached any duty or standard of care with respect to the Plaintiff.

SIXTH DEFENSE

The Defendants deny each and every allegation of the Plaintiff's Complaint not specifically admitted herein.

SEVENTH DEFENSE

The Defendants reserve the right to raise any additional affirmative defenses which may arise during the discovery of this matter, including comparative fault, or fault of the other Defendants or unknown third-parties.

EIGHTH DEFENSE

The Defendants assert that some or all of the claims against them may be barred by the contributing, comparative, concurring, intervening, superseding, or insulating negligence, fault, or breach of duty by person or entities other than the Defendants including without limitation to the Plaintiff.

NINTH DEFENSE

The Defendants specifically reserve the right to file an Amended Answer, Counter-Claim, Cross-Claim, or Third-Party Complaints should discovery demonstrate the propriety of the same.

TENTH DEFENSE

Plaintiff failed to perform its work in a good and workmanlike manner and it breached its contract with the Defendants.

ELEVENTH DEFENSE

Defendants assert all common law, statutory or other immunities applicable to it.

TWELFTH DEFENSE

Defendants assert, so as not to waive, any and all affirmative defenses provided for in Rule 8 and 9 of the West Virginia Rules of Civil Procedure, including accord and satisfaction, arbitration and award, assumption of risk, contributory negligence, discharge in bankruptcy, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, statute of limitations, waiver, and any other matter constituting an avoidance or affirmative defense.

THIRTEENTH DEFENSE

Defendants assert, so as not to waive, any and all defenses provided for in Rule 12 of the West Virginia Rules of Civil Procedure, including lack of jurisdiction over the subject matter, lack of jurisdiction over the person, improper venue, insufficiency of process, insufficiency of service of process, failure to state a claim upon which relief can be granted, and failure to join a party.

FOURTEENTH DEFENSE

The Plaintiff negligently caused or contributed to the Plaintiff's injury and damages for which Plaintiff seeks remuneration in its Petition.

FIFTEENTH DEFENSE

Defendants incorporate by reference any and all affirmative defenses pursuant to West Virginia common law and statutory law.

I COUNTERCLAIM

1. Defendants/Counterclaimants Jay-Bee contracted with Panther in order for Panther in order for Panther to perform directional drilling services at several well locations located in Tyler County, West Virginia.
2. Panther represents and holds itself out as a company with industry expertise in providing drilling services to oil and gas companies such as Jay-Bee.
3. In June, 2014, Panther contracted with Prototype Well Planning, LLC to provide well planning services for the Jay-Bee Wells.
4. In contracting with Prototype for well planning, Panther failed to conduct any investigation regarding Prototype's or its principal's background, licenses, qualifications, experience, insurance coverage, among other things, prior to contracting with Prototype.
5. On or about July 9, 2014, Jay-Bee provided Panther with informational plats and latitude and longitude points on a map for Panther to utilize in preparing a drilling plan and performing drilling upon a Marcellus Shale well identified by Jay-Bee as Sneezy-11.
6. The plat and the latitude and longitude points provided by Jay-Bee to Panther indicated that Panther would be required to make several turns in the drilling process in order to permit Jay-Bee to drill an additional adjacent well to be known as Sneezy-10.
7. On or about July 30, 2014, Panther began performing drilling services for the Sneezy-11 well.
8. On Thursday, July 31, 2014, the Panther directional driller in charge on the onsite drilling operation noticed that the drill path was not in conformance with the plans and the latitude and longitude markings provided by Jay-Bee and informed upper management of Panther regarding this error. At the time that upper management of Panther was informed of the

error, Panther was at a stage in the drilling process that corrections could have been made in order for the drilling path to conform to the correct plan and direction.

9. Following receipt of this information, no representatives of Panther informed Jay-Bee of the incorrect drill path that Panther was utilizing for drilling the Sneezy-11 Well.
10. Despite knowing that it was utilizing the incorrect drill path, Panther decided to maintain the drill path without informing Jay-Bee of the same.
11. Panther then completed the drilling for the Sneezy-11 Well, without informing Jay-Bee that it utilized the incorrect drill path and intentionally withholding this information.
12. On or about July 30, 2014, Panther also began working on the Sneezy-10 Well located on the same pad, and adjacent to the Sneezy-11 well.
13. While in the process of performing drilling of the Sneezy-10 Well, on or about August 7, 2014, Panther using the correct coordinates for the Sneezy-10 Well, would have drilled into the Sneezy-11 as drilled path, but it was noticed during the course of the Sneezy-10 Well.
14. At this time, Panther notified Jay-Bee that it had performed incorrect drilling of the Sneezy-11 Well, and made assurances to Jay-Bee that it would "straighten out this mess", which it has failed to do so.
15. As a result of Panther performing inaccurate and incorrect drilling on the Sneezy-11 Well, and withholding this information from Jay-Bee, Jay-Bee lost the use and economic benefit of the Sneezy-11 Well. As a result of Panther's incorrect usage of the drill plan, and development of inappropriate drill plan, Jay-Bee has lost a total value of approximately \$31,000,000.00 in reserves that would have been part of the Sneezy-11 Well.

II NEGLIGENCE

16. Jay-Bee incorporates by reference its allegations set forth in paragraphs 1-13 of its Counterclaim as if though the same were set forth verbatim herein.
17. Counterclaim-Defendant Panther was negligent in its preparation of a drill plan and performing drilling on the Sneezy-11 and Sneezy-10 Wells and as a result Jay-Bee was unable to access reserves that were to be utilized as part of the Sneezy-11 Well, resulting in a loss of value of approximately \$31,000,000.00 in reserves.
18. As a direct, proximate, and foreseeable result of Panther's negligence, Jay-Bee has incurred a loss of approximately \$31,000,000.00 in reserves that it anticipated to reserve from the Sneezy-11 Well.

III BREACH OF CONTRACT

19. Jay-Bee incorporates by reference its allegations set forth in paragraphs 1-16 of its Counterclaim as if though the same were set forth verbatim herein.
20. Panther entered into agreements with Jay-Bee in order to perform drilling services for the Sneezy-11 and Sneezy-10 Wells.
21. Panther breached its agreement with Jay-Bee by failing to perform its work in a good and workmanlike manner resulting in the loss of approximately \$31,000,000.00 in reserves that Jay Bee anticipated to receive for the Sneezy-11 Well.
22. As a direct, proximate, and foreseeable result of Panther's breach of contract, Jay-Bee has incurred loss in the amount of approximately \$31,000,000.00 from the Sneezy-11 Well.

IV FRAUD

23. Jay-Bee incorporates by reference its allegations set forth in paragraphs 1-20 of its Counterclaim as if though the same were set forth verbatim herein.

24. Panther committed fraud upon Jay-Bee, when during the course of the drilling of the Sneezy-11 Well, the drilling supervisor for Panther informed upper management at Panther that it was utilizing the incorrect drill path in drilling and that Panther's work was not in accord with the plans set forth by Jay-Bee, and Panther then failed to notify Jay-Bee.
25. The upper management and executives of Panther fraudulently required the Panther drilling crew to continue with a drill path that was not in accordance with what was provided by Jay-Bee and concealed this information from Jay-Bee, despite the knowledge that they were performing incorrect drilling.
26. The management of Panther fraudulently concealed this information from Jay-Bee until after the Well was completed. This fraudulent concealment resulted in the loss of the Sneezy-11 Well and approximately \$31,000,000.00 in reserve.
27. As a result of the fraudulent conduct committed by Panther, Jay-Bee has incurred loss in the amount of approximately \$31,000,000.00 for the loss of the Sneezy-11 Well.

V NEGLIGENT HIRING

28. Jay-Bee incorporates by reference its allegations set forth in paragraphs 1-27 of its Counterclaim as if though the same were set forth verbatim herein.
29. In June, 2014, Panther entered into agreements with Prototype to perform "well planning" services and provide completed well plans, maps, plots, reports, and other requested information, for the Jay-Bee entities' wells.
30. Such an agreements between the parties is memorialized in an invoice between Panther and Prototype.
31. By Panther's admission in its third-party Complaint against Prototype, Prototype negligently prepared and provided a Well Plan to Panther, failing to use the care and skill

required of well planning. As a result, Prototype failed to perform the services promised in its agreements with Panther to perform "well planning" services.

32. Panther owed Respondent a duty of care to ensure that the party preparing the Well Plan did so in accordance with the directions, data, and other information available to Panther and Prototype at the time of the drilling.

33. Panther also owed this Respondent a duty of care to insure that the party preparing the Well Plan was appropriately licensed, insured, competent, and qualified to do so.


34. Panther was negligent in its hiring and retention of Prototype and failed to confirm Prototype's licenses, insurance, competency, and qualifications.

35. As a direct and proximate result of Panther's negligent hiring of Prototype, this Respondent has suffered and will continue to suffer substantial damages, including, but not limited to, the location of the wells that prevent this Respondent from drilling other wells in the same location.

WHEREFORE, Jay-Bee requests this Honorable Court enter judgment in the favor of Jay-Bee for any and all damages permitted by West Virginia law, in addition to awarding Jay-Bee its attorney's fees, costs, and expenses incurred as a result of Panther's conduct, in addition to all further relief deemed just and appropriate.

Respectfully submitted,

**Jay-Bee Oil & Gas, Inc.,
Jay-Bee Production Co
JB Exploration I, LLC
a/k/a Jay-Bee Exploration I, LLC
By Counsel,**



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COPY

In the case of:

PANTHER DRILLING SYSTEMS, LLC v.

JAY-BEE OIL & GAS, INC., et al.

CHARLES MAY

02/15/2018



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EXHIBIT

B

<p style="text-align: right;">Page 17</p> <p>1 planning.</p> <p>2 Q. All right. Did you go to college?</p> <p>3 A. I went to a community college.</p> <p>4 Q. Which -- which school?</p> <p>5 A. North Harris Community College.</p> <p>6 Q. What was your degree in, if you graduated?</p> <p>7 A. Did not get a degree.</p> <p>8 Q. Okay. Didn't graduate?</p> <p>9 A. Nope.</p> <p>10 Q. When did you -- when did you leave college?</p> <p>11 A. Somewhere around 2002.</p> <p>12 Q. Okay. And from there you went to work as a</p> <p>13 field hand at a --</p> <p>14 A. Correct.</p> <p>15 Q. -- variety of -- for a variety of employers?</p> <p>16 A. Yes, sir.</p> <p>17 Q. What about high school? Did you graduate from</p> <p>18 high school?</p> <p>19 A. I did.</p> <p>20 Q. Where did you go to high school?</p> <p>21 A. Klein Oak High School.</p> <p>22 Q. Where is that located?</p> <p>23 A. Spring, Texas.</p> <p>24 Q. All of your employers up until now, Texas</p>	<p style="text-align: right;">Page 19</p> <p>1 A. Yeah.</p> <p>2 Q. Can you list any of those?</p> <p>3 A. They would not have been to a degree -- no, I</p> <p>4 couldn't -- no, I can't tell you what exactly those</p> <p>5 were.</p> <p>6 Q. Okay.</p> <p>7 A. Like I said, I mean well planning and such.</p> <p>8 Q. Sure.</p> <p>9 A. Just -- you know.</p> <p>10 Q. Okay. Tell me about the software you use.</p> <p>11 What's that called?</p> <p>12 A. It's called Compass and it's a Landmark</p> <p>13 product.</p> <p>14 Q. Landmark is like the author of that software?</p> <p>15 A. Correct. It's a division of Halliburton.</p> <p>16 Q. How did you learn how to use Compass?</p> <p>17 A. It is the program that Pathfinder used.</p> <p>18 Q. Okay. So you learned on the job at Pathfinder</p> <p>19 how to operate or be proficient in Compass?</p> <p>20 A. Yes, sir.</p> <p>21 Q. Was there anybody specifically there that</p> <p>22 taught you how to use it?</p> <p>23 A. Specifically, I would say if I had to name one</p> <p>24 person, it would be Matt Routh, but it was trained by a</p>
<p style="text-align: right;">Page 18</p> <p>1 based?</p> <p>2 A. Texas based.</p> <p>3 Q. Or at least where you worked -- were you</p> <p>4 working in Texas?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. I know, you know, like Schlumberger is</p> <p>7 a multi-national corporation.</p> <p>8 A. Yes, sir.</p> <p>9 Q. Okay. So do you have an engineering degree?</p> <p>10 A. No, I do not.</p> <p>11 Q. As far as learning how to do well planning, is</p> <p>12 that primarily the result of on-the-job training and</p> <p>13 experience?</p> <p>14 A. Yes, sir.</p> <p>15 Q. All right. Do you have any kind of</p> <p>16 certifications, or, you know, diplomas or anything like</p> <p>17 that, that are geared towards well planning?</p> <p>18 A. I would say throughout my career of taking</p> <p>19 courses in this or that, which at the end they give you</p> <p>20 a piece of paper.</p> <p>21 Q. Sure.</p> <p>22 A. But nothing that would be from a university or</p> <p>23 anything like that. More of a training certificate.</p> <p>24 Q. Sure. You have certifications?</p>	<p style="text-align: right;">Page 20</p> <p>1 group -- a large -- you know, many people, but I dealt</p> <p>2 with him more on a day to day than the rest.</p> <p>3 Q. Okay. I would assume there maybe was a team</p> <p>4 of folks that you worked with, and if you have</p> <p>5 questions --</p> <p>6 A. Right. Spend time at this desk, spend time at</p> <p>7 that desk. Exactly.</p> <p>8 Q. Okay. To help her out, try to let me get the</p> <p>9 full question out before you answer.</p> <p>10 A. Sorry.</p> <p>11 Q. It just makes it easier.</p> <p>12 A. I understand.</p> <p>13 Q. Are you proficient at using any other</p> <p>14 engineering or well-planning-type products?</p> <p>15 A. Landmark Compass and also Landmark Well Plan.</p> <p>16 Q. What about like AutoCAD? Do you use AutoCAD?</p> <p>17 A. I do use AutoCAD, yes.</p> <p>18 Q. Any other programs that you use?</p> <p>19 A. Yes.</p> <p>20 Q. Directly related to well planning.</p> <p>21 A. I would say DraftSight as opposed to AutoCAD,</p> <p>22 which is just a technical difference, I guess. It's not</p> <p>23 AutoCAD but DraftSight is my -- is my drafting program</p> <p>24 that I -- I use on occasion.</p>

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1 Q. All right. So it appeared that you plotted
2 the Sneazy 10 points per the plat, the Sneazy 10 points
3 per the spreadsheet, and took into account the new
4 bottom-hole location sent to you earlier from Broda,
5 correct?
6 A. That's what it appears.
7 Q. All right. And the green line, is that as
8 drilled or as planned?
9 A. Can we scroll up to the top, please?
10 Q. Yep.
11 A. Plan 5 -- I'm assuming this is for the 10. So
12 that green line says the number 10 Plan 5. I'm assuming
13 the green line is the plan.
14 Q. Okay. And you followed up with Mr. Lemon
15 afterwards asking him what he thought about it,
16 indicating that the current number 10 revision is only
17 490 feet from the 11 at 80 degrees.
18 What -- what was the significance of
19 that? Because he wanted to --
20 A. I think there was that obscure e-mail that
21 came along with that document that I said I would look
22 into.
23 Q. Yeah.
24 A. He said he wanted 750 feet, so hitting the

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1 bottom-hole location that I believe Broda gave is not
2 only a thousand feet beyond the coordinate on the no go
3 14, but it's also hitting that point. It is not 750.
4 It's 490 at the 80 degrees of inclination.
5 Q. So you're just essentially -- let me break it
6 down. You're getting a lot of conflicting information
7 from Jay-Bee through Panther?
8 A. I'm getting -- yes, sir.
9 I think the 750 might have come from
10 Panther. I'm not sure where that request came from.
11 This chicken scratch, I don't know if that came from
12 Panther or Jay-Bee.
13 Q. It looked like there was a bunch of subsequent
14 replans to the number 10 after that, and then an e-mail
15 from Jesse Krick to you on August 8th, 2014, 12:54 p.m.
16 Do you recall receiving this e-mail?
17 A. Vaguely.
18 Q. It states, "Matthew, can you send me an e-mail
19 explaining the events that transpired at Jay-Bee in full
20 detail, of how we ended up here, whether it was lack of
21 information from us, customer, et cetera. Please don't
22 sugar coat it so I can figure out where and how things
23 went bad."
24 Did you call Mr. Krick after this?

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1 A. I don't know.
2 Q. Okay. You don't have recall having a
3 conversation with him?
4 A. I don't recall.
5 Q. At this point, after this, did you continue
6 working with Panther, after these Jay-Bee wells?
7 A. I might have. I'm not sure.
8 Q. Okay. When's the -- do you recall the last
9 time you worked with Panther?
10 A. No, sir.
11 Q. Has it been a few years?
12 A. Yes, sir.
13 Q. All right. And you don't have any
14 recollection of speaking with Jesse?
15 A. Not any specific recollection -- recollection,
16 no.
17 Q. Okay. We're through the document-heavy part,
18 so yay.
19 Now, I know you said you don't hire or
20 have any employees to help you with your work but do you
21 contract anything?
22 A. Occasionally.
23 Q. What -- what type of work do you contract out?
24 A. We call them assistant well planners.

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1 Q. Okay. Did you utilize any assistant well
2 planners in the Sneazy wells?
3 A. I don't believe so, no.
4 Q. Okay. And, again, you have no insurance
5 coverage of -- of any kind covering the -- the work
6 product that you generate?
7 A. No. No, sir.
8 Q. Mr. May, do you or have you ever held yourself
9 out as an engineer?
10 A. I would've described some of my services as
11 engineering in nature. Never by degree. Perhaps by
12 trade.
13 Q. Okay. So I'm just going to pull up a random
14 one here. August 13th, 2014 e-mail from you to Mark
15 DeHart. Almost all your e-mails in this case have a
16 signature associated with them.
17 What does yours say?
18 A. Well planner/engineer.
19 Q. Okay. You're not an engineer, correct?
20 A. Not by degree.
21 Q. Okay. You're not a professional engineer?
22 A. I guess -- I guess -- I don't know how -- I
23 don't know what to say to that.
24 Q. Okay. Well, if I put -- if I put --

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1 A. Define engineer.
2 Q. -- attorney after my name, I mean, what --
3 people reasonably are going to assume I'm an attorney,
4 correct?
5 A. Yes.
6 Q. And if somebody puts engineer after their
7 name, would it be reasonable to assume that they are a
8 trained engineer?
9 A. Degreed engineer or trained in engineering
10 practices? You know, I perhaps --
11 Q. Well, it says engineer. It doesn't say
12 trained in engineering practices, so I'm just --
13 A. I'm just saying --
14 Q. -- asking what a reasonable person would infer
15 from a signature like that.
16 A. This person does well planning and
17 engineering.
18 Q. Okay. If I hired you to do a well plan for
19 me, and you represent that you provide engineering
20 services on your website, and that you're an engineer in
21 your e-mail signature, would it be reasonable for me to
22 assume that you are a professional engineer?
23 A. I would say if you're contacting me for well
24 planning and engineering, then you would know what that

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1 is inferring to.
2 Q. Okay.
3 A. And doubly so if you reference my website what
4 I'm referring to when I say engineering services.
5 Q. You asked me when I was asking you these
6 questions to define "engineer". What -- how do you
7 define "engineer"?
8 A. In the context of a well planning contractor,
9 somebody that will take into certain -- they can offer
10 additional services other than just perhaps what would
11 be assumed as just creating a well plan.
12 Q. All right. And the additional services you
13 provide were proximity analysis; is that right?
14 A. Uh-huh.
15 Q. What does that entail?
16 A. How -- my software can say how close you are
17 to another well bore.
18 Q. Okay. So essentially a proximity analysis?
19 A. Yes, sir.
20 Q. And that's using the same software that you
21 use to generate the well plans?
22 A. Another segment of this same software, yes,
23 sir.
24 Q. All right. Did you ever enter into a signed

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1 contractual relationship with Panther?
2 A. Signed contractual agreement? Not that I can
3 recall.
4 Q. Okay. You provided them a price list, but I
5 didn't see in the documents you produced, you know, any
6 sort of service agreement or anything like that.
7 A. I may disagree with that.
8 Q. Okay. Let me just pull out what you sent us.
9 This was produced in Discovery, titled, "Prototype Well
10 Planning, LLC, Well Planned and Well Executed, prepared
11 for Panther Drilling Systems, 2014 Master Price List,"
12 dated in the bottom right-hand corner 6/8/2014.
13 Is that the price list you gave Panther
14 back in 2014?
15 A. I would assume it is.
16 Q. All right.
17 MR. SCHMALZER: I'll have that marked as
18 an exhibit.
19 MAY DEPOSITION EXHIBIT NO. 11
20 (Price List was marked for
21 identification as May Deposition
22 Exhibit No. 11.)
23 Q. Now, is this the extent? I looked through it.
24 It's three pages long. Are there any pages missing?

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1 A. I would say no.
2 Q. Okay. I'm assuming you provided this to
3 somebody at Panther back in 2014?
4 A. I would assume that, too.
5 Q. All right. Now, what I don't see is any kind
6 of signed service agreement or anything like that,
7 unless I'm missing something; is that right?
8 A. I don't believe anything was signed.
9 Q. Okay. Second page is all the prices for the
10 services you provide?
11 A. Second page is the price, yes, sir.
12 Q. It says on the top, "Master Price List." It's
13 the second page of the document, but it's labeled number
14 1 in the right-hand corner.
15 A. Uh-huh.
16 Q. Okay. And is that what you would have charged
17 Panther to do the work you were doing presumably on an
18 hourly basis?
19 A. They asked for -- I believe they asked, the
20 conversation, what services I provide and what would
21 those services cost them.
22 Q. Okay. And so would this be per item? So, for
23 example, horizontal well plan, \$250?
24 A. Yeah.

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

**PANTHER DRILLING SYSTEMS, LLC,
an Oklahoma Limited Liability Company,**

Petitioner,

v.

**Civil Action No. 15-P-9
Honorable Jeffrey Cramer**

**JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC**

Respondents.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of foregoing **"Jay Bee Oil & Gas, Inc., Jay Bee Production Company and JB Exploration I, LLC a/k/a Jay-Bee Exploration I, LLC Motion for Leave to Amend Counterclaim Against Panther Drilling System, LLC"** was served upon the following parties by U.S. Mail on this day, June 25, 2021:

**Christopher Allen Brumley
Flaherty Sensabaugh & Bonasso PLLC
PO Box 3843
Charleston, WV 25338-3843
Email Address: chrisb@fsbwv.com
Attorney For: Panther Drilling Systems, LLC**

**Holly S. Planinsic
Herndon Morton Herndon & Yaeger
83 Edgington Ln
Wheeling, WV 26003
Email Address: hplaninsic@hmhy.com
Attorney For: Panther Drilling Systems, LLC**

**James R. Christie
Christie Law Office
PO Box 1133
Bridgeport, WV 26330
Email Address: james.christie@thechristies.org
Attorney For: Prototype Well Planning, LLC**

Michael A. Secret, Esq.
Flaherty Sensabaugh & Bonasso, PLLC
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Morgantown, WV 26501
Email Address: msecret@flahertylegal.com
Attorney For: Panther Drilling Systems, LLC

Jason Hammond by KCM
Charles R. Bailey (WV Bar #202)
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FLAHERTY | SENSABAUGH | BONASSO PLLC

CHARLESTON
CLARKSBURG
MORGANTOWN
WHEELING

Michael A. Secret
msecret@flahertylegal.com
304-598-0788

March 11, 2022

Angela Cisar, Clerk
Tyler County Courthouse
P.O. Box 8
Middlebourne, WV 26149

Re: **Panther Drilling Systems, LLC v. Jay-Bee Oil & Gas, Inc., et al. v.
Panther Drilling Systems, LLC v. Prototype Weill Planning, LLC
Civil Action No. 15-P-9**

Dear Ms. Cisar:

Enclosed please find **"DEFENDANT, PANTHER DRILLING SYSTEMS, LLC'S ANSWER TO JAY-BEE ENTITIES' SECOND AMENDED COUNTERCLAIM"** in the above-referenced matter. Please file this document in your normal procedure. Counsel of record has been served a copy of same on this date.

Thank you for your assistance in this matter.

Sincerely,



Michael A. Secret

Enclosures

cc: The Honorable Jeffrey Cramer, Judge
Charles R. Bailey, Esq./Jason S. Hammond, Esq./Andrew Herrick, Esq.
William Crichton, Esq.
Holly S. Planinsic, Esq./Chad J. Shepherd, Esq.
James R. Christie, Esq.

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC
An Oklahoma limited liability company,

**Petitioner, Counter-Respondent
and Third-Party Petitioner,**

v.

**Civil Action No. 15-P-9
Honorable Jeffrey Cramer**

**JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO.,
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC,**

**Respondents and
Cross-Claim Plaintiffs,**

v.

PROTOTYPE WELL PLANNING, LLC
A Texas limited liability company,

**Co-Respondent, Third-Party
Counter-Claimant and
Cross-Claim Defendant.**

**DEFENDANT, PANTHER DRILLING SYSTEMS, LLC'S ANSWER
TO JAY-BEE ENTITIES' SECOND AMENDED COUNTERCLAIM**

COMES NOW, the Defendant, Panther Drilling Systems, LLC (hereinafter "Panther"), by and through its counsel, Christopher A. Brumley, Michael A. Secret, Evan S. Aldridge, and the law firm of Flaherty Sensabaugh Bonasso, PLLC, and files this Answer to the Complaint filed by the Plaintiffs, Jay-Bee Oil & Gas, Inc., Jay Bee Production Co., and JB Exploration I, LLC a/k/a Jay-Bee Exploration 1, LLC (hereinafter collectively "Jay-Bee").

PRELIMINARY STATEMENT

As permitted by the West Virginia Rules of Civil Procedure, defenses to the claims made in Jay-Bee's counterclaim against Panther are being asserted alternatively and, in some cases,

hypothetically. Defenses are being asserted regardless of their consistency and are based on both legal and equitable grounds. As the facts of this civil action are fully developed through the discovery process, certain defenses may be abandoned, modified, or amended as permitted by and consistent with the West Virginia Rules of Civil Procedure.

FIRST DEFENSE

In response to the specifically-numbered allegations contained within the Complaint, Panther states as follows:

1. Panther Drilling admits the allegations contained in Paragraph 1 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling entered into certain contracts/agreements with Respondent Jay-Bee Oil and Gas whereby Panther Drilling agreed to perform labor and furnish material, machinery and supplies in connection with the specific locations described herein that is and has been owned by Respondents at all times relevant herein.

2. Panther Drilling admits the allegations contained in Paragraph 2 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling provides drilling services to oil and gas companies. Panther Drilling denies the remaining allegations set forth in Paragraph 2 of Respondents' Counterclaim.

3. Panther Drilling admits that Prototype Well Planning, LLC provided certain services in or about June 2014 in conjunction with the relevant projects. Panther Drilling denies the remaining allegations set forth in Paragraph 3.

4. Panther Drilling denies the allegations set forth in Paragraph 4 of Respondents' Counterclaim.

5. Panther Drilling denies the allegations set forth in Paragraph 5 of Respondents' Counterclaim.

6. Panther Drilling denies the allegations set forth in Paragraph 6 of Respondents' Counterclaim.

7. Panther Drilling admits the allegations set forth in Paragraph 7 of Respondents' Counterclaim.

8. Panther Drilling denies the allegations set forth in Paragraph 8 of Respondents' Counterclaim.

9. Panther Drilling denies the allegations set forth in Paragraph 9 of Respondents' Counterclaim.

10. Panther Drilling denies the allegations set forth in Paragraph 10 of Respondents' Counterclaim.

11. Panther Drilling denies the allegations set forth in Paragraph 11 of Respondents' Counterclaim.

12. Panther Drilling admits the allegations contained in Paragraph 12 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling worked on the Sneezy-10 Well. Panther Drilling denies the remaining allegations set forth in Paragraph 10 of Respondents' Counterclaim.

13. Panther Drilling denies the allegations set forth in Paragraph 13 of Respondents' Counterclaim.

14. Panther Drilling denies the allegations set forth in Paragraph 14 of Respondents' Counterclaim.

15. Panther Drilling denies the allegations set forth in Paragraph 15 of Respondents' Counterclaim.

II. NEGLIGENCE

16. Panther Drilling incorporates by reference herein Paragraphs 1 through 15 of this Answer to Respondents' Counterclaim as if fully set forth herein.

17. Panther Drilling denies the allegations set forth in Paragraph 17 of Respondents' Counterclaim.

18. Panther Drilling denies the allegations set forth in Paragraph 18 of Respondents' Counterclaim.

III. BREACH OF CONTRACT

19. Panther Drilling incorporates by reference herein Paragraphs 1 through 18 of this Answer to Respondents' Counterclaim as if fully set forth herein.

20. Panther Drilling admits the allegations contained in Paragraph 18 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling entered into agreements with Jay-Bee. Panther Drilling denies the remaining allegations set forth in Paragraph 18 of Respondents' Counterclaim.

21. The allegations contained in Paragraph 21 of Respondents' Counterclaim set forth a legal conclusion to which no response is required of Panther Drilling pursuant to the West Virginia Rules of Civil Procedure. To the extent that a response is required of Petitioner, same is denied and this answering Petitioner holds the Respondents to strict proof of the same.

22. Panther Drilling denies the allegations set forth in Paragraph 22 of Respondents' Counterclaim.

IV. FRAUD

23. Panther Drilling incorporates by reference herein Paragraphs 1 through 22 of this Answer to Respondents' Counterclaim as if fully set forth herein.

24. The allegations contained in Paragraph 24 of Respondents' Counterclaim set forth a legal conclusion to which no response is required of Panther Drilling pursuant to the West Virginia Rules of Civil Procedure. To the extent that a response is required of Petitioner, same is denied and this answering Petitioner holds the Respondents to strict proof of the same.

25. Panther Drilling denies the allegations set forth in Paragraph 25 of Respondents' Counterclaim.

26. Panther Drilling denies the allegations set forth in Paragraph 26 of Respondents' Counterclaim.

27. Panther Drilling denies the allegations set forth in Paragraph 27 of Respondents' Counterclaim.

V. NEGLIGENT HIRING

28. Panther Drilling incorporates by reference herein Paragraphs 1 through 27 of this Answer to Respondents' Counterclaim as if fully set forth herein.

29. Panther Drilling admits that Prototype Well Planning, LLC provided certain services in or about June 2014 in conjunction with the relevant projects. Panther Drilling denies the remaining allegations set forth in Paragraph 29.

30. Panther Drilling denies the allegations set forth in Paragraph 30 of Respondents' Counterclaim.

31. The allegations contained in Paragraph 31 of Respondents' Counterclaim set forth a legal conclusion to which no response is required of Panther Drilling pursuant to the West Virginia Rules of Civil Procedure. To the extent that a response is required of Petitioner, same is denied and this answering Petitioner holds the Respondents to strict proof of the same.

32. Panther Drilling denies the allegations set forth in Paragraph 32 of Respondents' Counterclaim.

33. Panther Drilling denies the allegations set forth in Paragraph 33 of Respondents' Counterclaim.

34. Panther Drilling denies the allegations set forth in Paragraph 34 of Respondents' Counterclaim.

35. Panther Drilling denies the allegations set forth in Paragraph 30 of Respondents' Counterclaim. Further still, this allegation is patently inconsistent with Jay-Bee's own expert testimony in this matter.

36. Panther Drilling denies the allegations set forth in the "WHEREFORE" paragraph of Respondents' Counterclaim.

SECOND DEFENSE

The Complaint fails to state a claim against Panther upon which relief can be granted.

THIRD DEFENSE

Panther asserts the defense of unclean hands.

FOURTH DEFENSE

Jay-Bee's own actions caused or contributed to cause its alleged damages and/or anticipated damages.

FIFTH DEFENSE

Jay-Bee failed to mitigate its damages, if any, and may have knowingly enlarged its damages, if any. Jay-Bee voluntarily assumed the risk of damage and injury and, therefore, their claims are barred or shall be reduced by such percentage of allocated acts, omission, or commission

as may be assigned by a jury under the theory of comparative negligence, assumption of the risk, assumption of fault, comparative assumption of the risk, and/or comparative assumption of fault.

SIXTH DEFENSE

Jay-Bee has not asserted any claim that would give rise to an entitlement to attorneys' fees, costs, litigation expenses or to punitive damages.

SEVENTH DEFENSE

Panther reserves the right to assert Statute of Frauds as a defense.

EIGHTH DEFENSE

Panther reserves the right to assert any other defenses that further discovery or investigation may reveal.

NINETH DEFENSE

Panther Drilling asserts that all damages, if any, that may ultimately be awarded against it were solely and proximately caused by acts, omissions or circumstances of others, not Panther Drilling, and, as such, it has no liability for the same.

TENTH DEFENSE

Panther Drilling reserves unto itself the affirmative defense that, if it incurs any liability as a result of the acts or omissions alleged in the Respondents' Counterclaim, said liability would not have occurred but for the willful, negligent, careless, and/or reckless conduct of the other parties, and that said willful, negligent, careless, and/or reckless conduct could not have been reasonably anticipated by Panther Drilling, and can under no circumstances be imputed to the same.

ELEVENTH DEFENSE

Panther Drilling reserves the right to seek contribution and/or indemnification from any and all responsible parties for damages, if any, awarded against it.

TWELTH DEFENSE

Panther Drilling reserves the right to test the legal sufficiency of the Counterclaim and the specific allegations raised, either specifically or by implication, therein, particularly in light of the pleading requirements as provided by West Virginia Rules of Civil Procedure 8 and 9.

THIRTEENTH DEFENSE

Panther Drilling reserves unto itself any and all affirmative defenses that may later become apparent and reserves the right to amend and/or supplement its Answer to Respondents' Counterclaim and affirmative defenses to assert any and all pertinent affirmative defenses ascertained through discovery in this action, including but not limited to, accord and satisfaction, failure of consideration, release, ratification and condonation, unclean hands, waiver, estoppel, and/or laches.

FOURTEENTH DEFENSE

Panther Drilling reserves unto itself any and all available contractual defenses.

FIFTEENTH DEFENSE

Panther Drilling affirmatively asserts that the negligent and/or intentional conduct occasioned by a third party was not reasonably foreseeable by Panther Drilling.

SIXTEENTH DEFENSE

Panther Drilling denies it breached any duty owed to Respondents.

SEVENTEENTH DEFENSE

If Panther Drilling acted or failed to act as alleged in Respondents' Counterclaim, which Panther Drilling denies, there exists separate superseding and intervening acts occasioned by others that are the sole and proximate cause of the injury and damages, and, accordingly, Panther Drilling is insulated from liability.

EIGHTEENTH DEFENSE

Panther Drilling reserves upon itself the defense that any of its actions or inactions, as alleged, were not intentional, willful, outrageous, or malicious to sustain a claim for intentional infliction of emotion distress.

NINETEENTH DEFENSE


The Respondents have failed to plead its allegations of fraudulent conduct with requisite specificity under West Virginia law.

TWENTIETH DEFENSE

Panther Drilling affirmatively asserts that all damage occasioned to the Respondents were the result of conduct committed by either Respondents and/or a third party

WHEREFORE, for the foregoing reasons, the Defendant, Panther Drilling Systems, LLC, respectfully requests that this Honorable Court dismiss Complaint filed by the Plaintiffs, Jay-Bee Oil & Gas, Inc., Jay Bee Production Co., and JB Exploration I, LLC a/k/a Jay-Bee Exploration I, LLC, that it be awarded the costs and fees that it has occurred in defense thereof, and any such other relief that this Honorable Court deems proper and just.

**The Petitioner/Counter-Respondent,
PANTHER DRILLING SYSTEMS, LLC,
By Counsel:**



Christopher A. Brumley (WV State Bar #7697)
Michael A. Secret (WV State Bar #13044)
Evan S. Aldridge (WV State Bar #13373)
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ealdridge@flahertylegal.com

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Petitioner,

v.

CIVIL ACTION NO. 15-P-9
Judge Jeffrey Cramer

JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC,

Respondents,

v.

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Counter-Respondent/ Third-Party Petitioner,

v.

PROTOTYPE WELL PLANNING, LLC
a Texas Limited Liability Company,

Third-Party Respondent.

CERTIFICATE OF SERVICE

I, the undersigned, counsel for Petitioner, do hereby certify that I have served a true and correct copy of the foregoing **DEFENDANT, PANTHER DRILLING SYSTEMS, LLC'S ANSWER TO JAY-BEE ENTITIES' SECOND AMENDED COUNTERCLAIM** upon counsel of record this 11th day of March 2022, via regular mail, addressed as follows:

Charles R. Bailey, Esq.
Jason S. Hammond, Esq.
Bailey & Wyant, PLLC
500 Virginia Street, East, Suite 600
P.O. Box 3710
Charleston, WV 25337-3710
Counsel for Respondents

William Crichton, Esq.
Crichton & Crichton, LC

325 9th Street
Parkersburg, WV 26101
Co-Counsel for Plaintiffs

James R. Christie, Esq.
Christie Law Office
P.O. Box 1133
Bridgeport, WV 26330
Counsel for Prototype Well Planning, LLC

Holly S. Planinsic, Esq.
Chad J. Shepherd, Esq.
Herndon, Morton, Herndon & Yaeger
83 Edgington Lane
Wheeling, WV 26003-1541
Co-Counsel for Panther Drilling Systems, LLC

A handwritten signature in black ink, appearing to read 'Michael A. Secret', is written over a horizontal line.

Michael A. Secret (WV State Bar #13044)



FLAHERTY | SENSABAUGH | BONASSO PLLC

CHARLESTON
MORGANTOWN
WHEELING

My Vu Ferrell
mferrell@flahertylegal.com
304-347-4260

May 30, 2017

Teresea R. Hamilton, Clerk
Tyler County Courthouse
P.O. Box 66
Middlebourne, WV 26149

Re: Panther Drilling Systems, LLC v. Jay-Bee Oil & Gas, Inc., et al.
Civil Action No. 15-P-9

Dear Ms. Warner:

Enclosed please find "Petitioner's Amended Answer to Respondent's Counterclaim and Third-Party Complaint" in the above-referenced matter. Please file this document in your normal procedure. Counsels of record have been served a copy of same on this date.

Thank you for your assistance in this matter.

Very truly yours,

My Vu Ferrell
Paralegal

Enclosures

cc: Charles R. Bailey, Esq./Jason Hammond, Esq./Andrew R. Herrick, Esq.
Holly S. Planinsic, Esq./Chad J. Shepherd, Esq./Andrew Herrick, Esq.
09340-48232

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Petitioner,

v.

JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC

Respondents,

v.

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Counter-Respondent/ Third-Party Petitioner,

v.

PROTOTYPE WELL PLANNING, LLC
a Texas Limited Liability Company,

Third-Party Respondent.

CIVIL ACTION NO. 15-P-9
Judge Jeffrey Cramer

**PETITIONER'S AMENDED ANSWER TO RESPONDENTS' COUNTERCLAIM
AND THIRD-PARTY COMPLAINT**

COME NOW Petitioner, Panther Drilling Systems, LLC (hereinafter "Panther Drilling"), by and through its undersigned counsel, and for its Amended Answer to Respondents' Counterclaim and its Third-Party Complaint, states as follows:

1. Panther Drilling admits the allegations contained in Paragraph 1 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling entered into certain

contracts/agreements with Respondent Jay-Bee Oil and Gas whereby Panther Drilling agreed to perform labor and furnish material, machinery and supplies in connection with the Real Estate described herein that is and has been owned by Respondents at all times relevant herein.

2. Panther Drilling admits the allegations contained in Paragraph 2 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling provides drilling services to oil and gas companies. Panther Drilling denies the remaining allegations set forth in Paragraph 2 of Respondents' Counterclaim.

3. Panther Drilling denies the allegations set forth in Paragraph 3 of Respondents' Counterclaim.

4. Panther Drilling denies the allegations set forth in Paragraph 4 of Respondents' Counterclaim.

5. Panther Drilling admits the allegations set forth in Paragraph 5 of Respondents' Counterclaim.

6. Panther Drilling denies the allegations set forth in Paragraph 6 of Respondents' Counterclaim.

7. Panther Drilling denies the allegations set forth in Paragraph 7 of Respondents' Counterclaim.

8. Panther Drilling denies the allegations set forth in Paragraph 8 of Respondents' Counterclaim.

9. Panther Drilling denies the allegations set forth in Paragraph 9 of Respondents' Counterclaim.

10. Panther Drilling admits the allegations contained in Paragraph 10 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling worked on the Sneezy-10 Well. Panther Drilling denies the remaining allegations set forth in Paragraph 10 of Respondents' Counterclaim.

11. Panther Drilling denies the allegations set forth in Paragraph 11 of Respondents' Counterclaim.

12. Panther Drilling denies the allegations set forth in Paragraph 12 of Respondents' Counterclaim.

13. Panther Drilling denies the allegations set forth in Paragraph 13 of Respondents' Counterclaim.

14. Panther Drilling incorporates by reference herein Paragraphs 1 through 13 of this Answer to Respondents' Counterclaim as if fully set forth herein.

15. Panther Drilling denies the allegations set forth in Paragraph 15 of Respondents' Counterclaim.

16. Panther Drilling denies the allegations set forth in Paragraph 16 of Respondents' Counterclaim.

17. Panther Drilling incorporates by reference herein Paragraphs 1 through 16 of this Answer to Respondents' Counterclaim as if fully set forth herein.

18. Panther Drilling admits the allegations contained in Paragraph 18 of Respondents' Counterclaim, insofar and insofar only as Panther Drilling entered into agreements with Jay-Bee. Panther Drilling denies the remaining allegations set forth in Paragraph 18 of Respondents' Counterclaim.

19. The allegations contained in Paragraph 19 of Respondents' Counterclaim set forth a legal conclusion to which no response is required of Panther Drilling pursuant to the West Virginia Rules of Civil Procedure. To the extent that a response is required of Petitioner, same is denied and this answering Petitioner holds the Respondents to strict proof of the same.

20. Panther Drilling denies the allegations set forth in Paragraph 20 of Respondents' Counterclaim.

21. Panther Drilling incorporates by reference herein Paragraphs 1 through 20 of this Answer to Respondents' Counterclaim as if fully set forth herein.

22. The allegations contained in Paragraph 22 of Respondents' Counterclaim set forth a legal conclusion to which no response is required of Panther Drilling pursuant to the West Virginia Rules of Civil Procedure. To the extent that a response is required of Petitioner, same is denied and this answering Petitioner holds the Respondents to strict proof of the same.

23. Panther Drilling denies the allegations set forth in Paragraph 23 of Respondents' Counterclaim.

24. Panther Drilling denies the allegations set forth in Paragraph 24 of Respondents' Counterclaim.

25. Panther Drilling denies the allegations set forth in Paragraph 25 of Respondents' Counterclaim.

SECOND DEFENSE

26. Respondents' Counterclaim fails to state a claim or a cause of action upon which relief may be granted against Panther Drilling.

THIRD DEFENSE

27. Respondents may have failed to mitigate their damages, if any, and may have knowingly enlarged their damages, if any.

FOURTH DEFENSE

28. Respondents, if they have failed to mitigate their damages, may have voluntarily assumed the risk of damage and injury and, therefore, their claims are barred or shall be reduced by such percentage of allocated acts, omission, or commission as may be assigned by a jury under the theory of comparative negligence, assumption of the risk, assumption of fault, comparative assumption of the risk, and/or comparative assumption of fault.

FIFTH DEFENSE

29. Panther Drilling asserts that all damages, if any, that may ultimately be awarded against it were solely and proximately caused by acts, omissions or circumstances of others, not Panther Drilling, and, as such, it has no liability for the same.

SIXTH DEFENSE

30. Panther Drilling reserves unto itself the affirmative defense that, if it incurs any liability as a result of the acts or omissions alleged in the Respondents' Counterclaim, said liability would not have occurred but for the willful, negligent, careless, and/or reckless conduct of the other parties, and that said willful, negligent, careless, and/or reckless conduct

could not have been reasonably anticipated by Panther Drilling, and can under no circumstances be imputed to the same.

SEVENTH DEFENSE

31. Panther Drilling reserves the right to seek contribution and/or indemnification from any and all responsible parties for damages, if any, awarded against it.

EIGHTH DEFENSE

32. Panther Drilling reserves the right to test the legal sufficiency of the Counterclaim and the specific allegations raised, either specifically or by implication, therein, particularly in light of the pleading requirements as provided by West Virginia Rules of Civil Procedure 8 and 9.

NINTH DEFENSE

33. Panther Drilling reserves unto itself any and all affirmative defenses that may later become apparent and reserves the right to amend and/or supplement its Answer to Respondents' Counterclaim and affirmative defenses to assert any and all pertinent affirmative defenses ascertained through discovery in this action, including but not limited to, accord and satisfaction, failure of consideration, release, ratification and condonation, unclean hands, waiver, estoppel, and/or laches.

TENTH DEFENSE

34. Panther Drilling reserves unto itself any and all available contractual defenses.

ELEVENTH DEFENSE

35. Panther Drilling denies that any of its alleged acts or alleged omissions support a claim for punitive damages.

TWELFTH DEFENSE

36. Panther Drilling asserts that, to the extent that Respondents seeks punitive or exemplary damages, the damages violate its due process rights guaranteed by the United States Constitution and the Constitution of the State of West Virginia.

THIRTEENTH DEFENSE

37. The Respondents have failed to join necessary and indispensable parties in whose absence complete relief cannot be afforded.

FOURTEENTH DEFENSE

38. Panther Drilling affirmatively asserts that all damage occasioned to the Respondents were the result of conduct committed by either Respondents and/or a third party.

FIFTEENTH DEFENSE

39. Panther Drilling affirmatively asserts that the negligent and/or intentional conduct occasioned by a third party was not reasonably foreseeable by Panther Drilling.

SIXTEENTH DEFENSE

40. Panther Drilling denies it breached any duty owed to Respondents.

SEVENTEENTH DEFENSE

41. If Panther Drilling acted or failed to act as alleged in Respondents' Counterclaim, which Panther Drilling denies, there exists separate superseding and

intervening acts occasioned by others that are the sole and proximate cause of the injury and damages, and, accordingly, Panther Drilling is insulated from liability.

EIGHTEENTH DEFENSE

42. Panther Drilling reserves upon itself the defense that any of its actions or inactions, as alleged, were not intentional, willful, outrageous, or malicious to sustain a claim for intentional infliction of emotion distress.

NINETEENTH DEFENSE

43. The Respondents have failed to plead its allegations of fraudulent conduct with requisite specificity under West Virginia law.

WHEREFORE, Petitioner Panther Drilling Systems, LLC, having answered the allegations set forth in Respondents' Counterclaim and having asserted defenses to those claims, respectfully requests that this Court:

- a. Dismiss the Respondents' Counterclaim against it, with prejudice;
- b. Award the cost of its defense, including attorney fees, should same be determined applicable by the Court; and
- c. Grant such other and further relief as may be deemed just and proper.

CLAIMS AGAINST THIRD-PARTY DEFENDANT **PROTOTYPE WELL PLANNING, LLC**

For its claims against Third-Party Respondent Prototype Well Planning, LLC., a Texas Limited Liability Company, (hereinafter "Prototype"), Petitioner Panther Drilling Systems, LLC, states as follows:

PARTIES

44. Petitioner incorporates each and every allegation set forth above in paragraphs 1 through 43 as specifically set forth herein.

45. Prototype is a Texas limited liability company with its principal place of business in Montgomery, Texas.

46. Prototype represents and holds itself out as a company possessing expertise in providing well planning and engineering services to oil and gas companies such as Panther.

JURISDICTION AND VENUE

47. The oil and gas drilling operations giving rise to this cause of action occurred in Tyler County, West Virginia. The well plans provided by Prototype were delivered to Petitioner in Tyler County, West Virginia.

48. The Court has jurisdiction over the Third-Party Respondent, Prototype, pursuant to West Virginia Code § 51-2-2. Venue is proper in this Court pursuant to West Virginia Code § 52-1-1.

BACKGROUND

49. Petitioner is an oil and gas drilling company that provides well drilling services to customers in West Virginia.

50. Prior to May 2014, Petitioner was hired by Respondent, Jay Bee Oil and Gas, to drill two horizontal oil and gas wells, identified as the Sneezy 10 and Sneezy 11 Wells, on a well pad located in Tyler County, West Virginia.

51. On June 23, 2014, Petitioner entered into certain agreements with Prototype whereby Prototype agreed to perform “well planning” services and provide a completed well

plan, maps, plots, reports and other requested information (collectively a “Well Plan”) for use by the Petitioner in drilling and completing the Sneezy 10 and Sneezy 11 Wells.

52. Upon information and belief, Matthew May, a Member of Prototype, is currently and was at all times material to this action engaged or employed by Prototype to provide well planning and engineering services to operators in the oil and gas industry.

53. On June 23, 2014, Petitioner provided Matthew May and Prototype, with latitudinal and longitudinal plot points to prepare a Well Plan for Petitioner’s use in drilling the Sneezy 10 and Sneezy 11 Wells.

54. On June 23, 2014, Matthew May requested additional information required for completion of the Well Plan for the Sneezy 11 Well.

55. On July 21, 2014, Petitioner by email, provided Matthew May with the responses provided by the Respondent, Jay Bee Oil and Gas, to Mr. May’s requested information, including specific directions that “plats are for info purposes only.”

56. On July 21, 2014, Matthew May responded by email that the additional information provided “should be all that [he] need[ed]” and Mr. May provided Petitioner with an initial Well Plan for both the Sneezy 10 and Sneezy 11 wells, knowing that Petitioner would rely on that well plan.

57. Between July 28, 2014 and July 31, 2014, at the request of Petitioner, Matthew May developed revised Well Plans #2 and #3 for the Sneezy 11 well based on revised information provided by Respondent, Jay Bee Oil and Gas.

58. Upon information and belief, the Well Plan prepared by Matthew May, which was provided to and relied upon by Petitioner for use in drilling the Sneezy 11 Well was

generated using either incorrect points of the lease boundary lines or points obtained from an informational well plat for the well location.

59. On or about July 30, 2014, Petitioner commenced drilling operations on the Sneezy 11 Well based on the Well Plan provided by Prototype.

60. After completing the Sneezy 11 Well, and while in the process of drilling the Sneezy 10 Well, Respondent Jay Bee Oil and Gas notified Petitioner that the Sneezy 11 Well had been drilled incorrectly.

61. Respondent has claimed in its Counterclaim that the location of the Sneezy 11 Well and the Sneezy 10 Well has and will prevent Respondent from drilling other wells from the Sneezy well pad, resulting in a loss to the Respondent.

62. As a result of Prototype's actions, Respondent has refused to pay Petitioner for services rendered for drilling the Sneezy 10, Sneezy 11 and other wells and Petitioner has been required to prosecute and defend this suit, resulting in a loss to the Petitioner.

COUNT I **NEGLIGENCE**

63. Petitioner incorporates each and every allegation set forth above in paragraphs 1 through 62 as if specifically set forth herein.

64. Prototype owed Petitioner a duty of care to prepare the Sneezy 11 Well Plan in accordance with the directions, data and other information provided by the Petitioner and Respondents, Jay Bee Oil and Gas.

65. Prototype negligently prepared and provided a Well Plan to Petitioner by using latitude and longitude plot coordinates different than those provided to Prototype by the Petitioner and Respondent, Jay Bee Oil and Gas.

66. By preparing the Well Plan as set forth herein, Prototype, through its agent Mathew May, failed to use the care and skill required of a well planning company and failed to follow the accepted standards of its industry.

67. As a direct and proximate result of the negligence of Prototype, Petitioner has suffered and will continue to suffer substantial damages.

CONTRIBUTION AND INDEMNITY

68. Petitioner incorporates each and every allegation set forth above in paragraphs 1 through 67 as if specifically set forth herein.

69. The Petitioner denies that it is, in any way, liable to Respondents as alleged in their Counterclaim. However, if, contrary to the foregoing allegations, Petitioner is held to be liable for all or any part of Respondents' claims for damages, the above acts of the Third-Party Defendant, Prototype, are the proximate cause of the damages and/or losses to Respondents.

70. If the Petitioner is called upon to pay any damages to Respondents, then Third-Party Defendant Prototype, is jointly and severally liable with Petitioner on the Counterclaim by way of equitable contribution and/or indemnification.

71. For purposes of asserting such right of contribution and indemnity, Petitioner refers to and incorporates the Respondent's Counterclaim as if specifically set forth herein.

WHEREFORE, the Petitioner, Panther, prays that this Honorable Court:

- a. Enter judgment against Prototype Well Planning, LLC in an amount to be proven at trial for damages, plus pre-judgment and post-judgment interest accrued thereon; and

- b. Enter judgment against Prototype Well Planning, LLC, for compensatory and other damages, together with costs and pre-judgment and post-judgment interest thereon; and
- c. Award Petitioner Panther its costs and expenses incident to the prosecution of this action, including reasonable attorney fees if permitted; and
- d. Order such other relief as this Court deems just and proper.

Respectfully submitted,

By: 

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W.Va. State Bar I.D. #7697
Bradley J. Schmalzer
W.Va. State Bar I.D. #11144
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and

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Counsel for Petitioner

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Petitioner,

v.

JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC

Respondents,

v.

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Counter-Respondent/ Third-Party Petitioner,

v.

PROTOTYPE WELL PLANNING, LLC
a Texas Limited Liability Company,

Third-Party Respondent.

CIVIL ACTION NO. 15-P-9
Judge Jeffrey Cramer

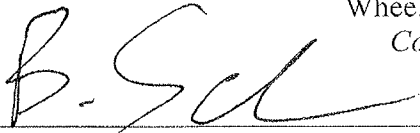
CERTIFICATE OF SERVICE

I, the undersigned, counsel for Petitioner, do hereby certify that I have served the foregoing **Petitioner's Amended Answer to Respondents' Counterclaim and Third-Party Complaint** upon counsel of record this 30th day of May, 2017, via U.S. Mail, addressed as follows:

Jason S. Hammond, Esquire
Andrew Herrick, Esquire
Bailey & Wyant, PLLC
500 Virginia Street, East, Suite 600
P.O. Box 3710

Charleston, WV 25337-3710
Counsel for Respondents

Holly S. Planinsic, Esquire
Chad J. Shepherd, Esquire
Andrew Herrick, Esquire
Herndon, Morton, Herndon & Yaeger
83 Edgington Lane
Wheeling, WV 26003-1541
Counsel for Panther

A handwritten signature in black ink, appearing to read 'B. Sch', is written over a horizontal line.

Christopher A. Brumley (WV Bar #7697)
Bradley J. Schmalzer (WV Bar #11144)

JAMES R. CHRISTIE
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March 11, 2020

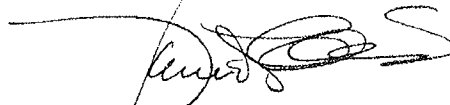
Ms. Candy L. Warner, Clerk
Circuit Court of Tyler County
Tyler County Courthouse
P.O. Box 8
Middlebourne, WV 26149

Re: Panther Drilling Systems, LLC v. Jay-Bee Oil &
Gas, et al., v Prototype Well Planning, LLC
Civil Action No. 15-P-9

Dear Ms. Warner:

Herewith please find "PROTOTYPE WELL PLANNING, LLC'S AMEND ANSWER AND DEFENSES TO THIRD-PARTY COMPLAINT AND COUNTERCLAIM" in reference to the above matter. Please mark same "filed" and place it in the appropriate file. Counsel for petitioner and respondents have been served. Please give me a call if you have any questions. Thank you.

Very truly yours,



JAMES R. CHRISTIE

enclosure

c: Prototype Well Planning, LLC
Charles R. Bailey, Esq.
Christopher A. Brumley, Esq.
Holly S. Planinsic, Esq.
William Crichton V, Esq.

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC,
an Oklahoma limited liability company,

Petitioner, Counter-Respondent
and Third-Party Petitioner

Vs.

Civil Action No. 15-P-9
Honorable Jeffrey Cramer

JAY-BEE OIL & GAS, INC.
JAY-BEE PRODUCTION CO.
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC

Respondents and
Cross-Claim Plaintiffs,

Vs.

PROTOTYPE WELL PLANNING, LLC
a Texas limited liability company

Co-Respondent and
Cross-Claim Defendant.

**PROTOTYPE WELL PLANNING, LLC'S AMENDED ANSWER
AND DEFENSES TO THIRD-PARTY COMPLAINT AND COUNTERCLAIM**

Co-Respondent, Prototype Well Planning, LLC (herein, "Prototype"), by and through the undersigned counsel, and for its amended answer and counterclaim to the Third-Party Complaint of Third-Party Petitioner, Panther Drilling Systems, LLC, respectfully states follows:

AMENDED ANSWER

1. Prototype is without knowledge or information sufficient to form a belief as to the truth of the allegations and averments of Paragraphs 1 through 44 of Third-Party Petitioner's

Amended Answer to Respondents' Counterclaim, and therefore the allegations and averments to Paragraphs 1 through 43 are denied.

2. Prototype admits the allegation and averment of Paragraph No. 45 of the Third-Party Complaint.

3. Prototype admits that it provides well planning and engineering services to oil and gas companies, but avers that it provided only well planning services to Third-Party Petitioner.

4. Prototype is without knowledge or information sufficient to form a belief as to where the well plans were delivered, and therefore the allegations and averments of Paragraph No. 47 are denied.

5. Prototype denies the allegation and averment of Paragraph No. 48 of the Third-Party Complaint that venue is proper pursuant to West Virginia Code §52-1-1.

6. Prototype admits the allegations and averments of Paragraph No. 49 of the Third-Party Complaint.

7. Prototype is without knowledge or information sufficient to form a belief as to the truth of the allegation of Paragraph 50 of the Third-Party Complaint, and therefore the allegation of Paragraphs 50 is denied.

8. Prototype admits and avers that it entered into an agreement with Third-Party Petitioner to perform certain well planning services pursuant to Prototype's 2014 Master Price List and Terms and Conditions, but denies the remainder of the allegations of Paragraph No. 51 of the Third-Party Complaint.

9. Prototype admits that Matthew May was engaged or employed by Prototype to provide well planning services to operators in the oil and gas industry, but denies the general and

broad allegation of Paragraph 52 of the Third-Party Complaint that he provides engineering services.

10. Prototype admits the allegations and averments of Paragraph No. 53 of the Third-Party Complaint.

11. Prototype denies the allegations and averments of Paragraph No. 54 of the Third-Party Complaint, and avers that the additional information requested was for the Sneezy pad.

12. Prototype admits the allegations and averments of Paragraph No. 55 of the Third-Party Complaint.

13. Prototype admits the allegations and averments of Paragraph No. 56 of the Third-Party Complaint insofar and insofar only as they apply to providing an initial Well Plan for the Sneezy 10 and Sneezy 11 Wells, but denies any knowledge regarding reliance by Third-Party Petitioner on the well plan.

14. Prototype admits the allegations and averments of Paragraph No. 57 of the Third-Party Complaint.

15. Prototype denies the allegations and averments of Paragraph No. 58 of the Third-Party Complaint. Strict proof is demanded at trial on these matters.

16. Prototype is without knowledge or information sufficient to form a belief as to the truth of the allegation of Paragraph 59 of the Third-Party Complaint, and therefore the allegation of Paragraphs 59 is denied.

17. Prototype is without knowledge or information sufficient to form a belief as to the truth of the allegation of Paragraph 60 of the Third-Party Complaint, and therefore the allegation of Paragraphs 60 is denied.

18. Prototype is without knowledge or information sufficient to form a belief as to the truth of the allegation of Paragraph 61 of the Third-Party Complaint, and therefore the allegation of Paragraphs 61 is denied.

19. Prototype is without knowledge or information sufficient to form a belief as to the truth of the allegation of Paragraph 62 of the Third-Party Complaint, and therefore the allegation of Paragraphs 62 is denied.

20. Prototype restates and incorporates by reference its answers and responses to Paragraphs No. 1 through 62 as though fully set forth herein.

21. Prototype avers that it prepared the Sneezy 11 Well in accordance with the directions, data and other information provided by Third-Party Petitioner, but denies all other allegations and averments of Paragraph 64 of the Third-Party Complaint.

22. Prototype denies the allegations and averments of Paragraph No. 65 of the Third-Party Complaint. Strict proof is demanded at trial on these matters.

23. Prototype denies the allegations and averments of Paragraph No. 66 of the Third-Party Complaint. Strict proof is demanded at trial on these matters.

24. Prototype denies the allegations and averments of Paragraph No. 67 of the Third-Party Complaint. Strict proof is demanded at trial on these matters.

25. Prototype restates and incorporates by reference its answers and responses to Paragraphs No. 1 through 67 as though fully set forth herein.

26. No response to the first sentence of Paragraph No. 69 of the Third-Party Complaint is required. As to the remainder of Paragraph 69, Prototype denies the allegations and averments thereof. Strict proof is demanded at trial on these matters.

27. Prototype denies the allegations and averments of Paragraph No. 70 of the Third-Party Complaint.

28. Prototype is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Respondent's Counterclaim against Third-Party Petitioner, and therefore the allegations set forth in Respondent's Counterclaim, as incorporated into the Third-Party Complaint by Paragraphs 71 thereof, are denied.

AFFIRMATIVE DEFENSES

Third-Party Petitioner's claim is barred by estoppel, failure of consideration, fraud, illegality, laches, statute of limitations, waiver, and all other affirmative defenses set forth under Rule 8(c) which are incorporated herein as if set forth in full.

1. Prototype incorporates its responses to Paragraphs 1-28 above.
2. All allegations in the Third-Party Complaint not expressly admitted above are denied, and strict proof is demanded at trial.
3. The Third-Party Complaint against Prototype fails to state a cause of action upon which relief can be granted.
4. Third-Party Respondent, at all times relevant herein, acted reasonably and appropriately under the circumstances.
5. Prototype did not breach any affirmative duty owed to Third-Party Petitioner.
6. Prototype affirmatively asserts that all damages occasioned to the Respondent, Jay-Bee Oil & Gas, et al., if any, were the result of the willful, negligent, careless and/or reckless conduct committed by either Third-Party Petitioner and/or a third party.
7. Prototype asserts that if it acted as alleged in the Third-Party Complaint, which Prototype denies, there exists separate superseding and intervening acts occasioned by others,

including Third-Party Petitioner, that are the sole and proximate cause of the damages, and, accordingly, Prototype is insulated from liability.

8. Third-Party Petitioner has the contractual duty and obligation to release, defend, indemnify and hold Prototype harmless from any and all liability, claims, expenses, attorney fees and damages wheresoever for property damage and loss resulting from, among others, the loss of oil and gas arising from underground damage or damage to and loss of the well bore.

9. Prototype's liability, if any, to Third-Party Petitioner is limited pursuant to the 2014 Master Price List and Terms and Conditions (the "Terms & Conditions"). Section D of the Terms & Conditions, entitled "Limited Warranty", provides that due to the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Prototype is unable to guarantee the effectiveness of the materials or services, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Prototype. Section D further provides that Prototype shall not be liable for, and Third-Party Petitioner shall indemnify Prototype against, any damages arising from the use of such information.

10. The claims of Third-Party Petitioner in the Third-Party Complaint are barred, in whole or in part, by the doctrine of unclean hands.

11. Third-Party Petitioner has not pled facts sufficient to entitle it to punitive or statutory damages or attorney's fees, cost and expense.

12. Prototype hereby invokes and asserts all other affirmative defenses which may prove applicable herein, including, but not necessarily limited to, those defenses specifically set forth in Rule 8(c) of the West Virginia Rules of Civil Procedure for Trial Courts of Record.

13. Prototype reserves the right to pled such affirmative defense which the facts do not reveal at this moment, but which may appear as facts are obtained during discovery.

**COUNTERCLAIM BY PROTOTYPE AGAINST
THIRD-PARTY PETITIONER, PANTHER DRILLING SYSTEMS, LLC**

For its claims against Third-Party Petitioner, Panther Drilling Systems, LLC, Prototype states as follows:

1. Prototype is a Texas limited liability company, having an address at 128 Brooke Addison Way, Montgomery, TX 77316
2. Third-Party Petitioner is a foreign limited liability company, having an address at 14201 Caliber Drive, Suite 300, Oklahoma City, OK 73134.
3. The Court has jurisdiction of the Third-Party Petitioner pursuant to West Virginia Code §51-2-2. Venue is proper in this Court pursuant to West Virginia Code §51-1-1.
4. On or about, or prior to, June 23, 2014, Prototype was contacted and engaged by Third-Party Petitioner to perform certain well planning services, including plans and plots, for use by Third-Party Petitioner in drilling and completing the Sneezy 10 and Sneezy 11 Wells.
5. As part of the engagement of Prototype by Third-Party Petitioner, Prototype provided and delivered to Third-Party Petitioner its 2014 Master Price List and Terms and Conditions (the "Terms & Conditions"). The engagement of Prototype by Third-Party Petitioner, and Prototype's performance of the work contracted by Third-Party Petitioner, was based upon the Terms & Conditions.
6. Prototype performed the engaged work pursuant to directions given by Third-Party Petitioner.

7. On or about June 5, 2015, Third-Party Petitioner initiated this civil action against Jay-Bee Oil & Gas, Inc., et al. (hereafter collectively, "Jay-Bee"), seeking to enforce mechanics liens against Jay-Bee.

8. On or about July 13, 2015, Jay-Bee filed a counterclaim against Third-Party Petitioner relating to the improper and inaccurate planning, design and drilling of the Sneezy No. 11 Marcellus natural gas well.

9. On or about May 30, 2018, Third-Party Petitioner filed its Third-Party Complaint against Prototype in this civil action.

10. On or about May 2, 2019, Third-Party Petitioner, by counsel, discovered and produced to Jay-Bee, as part of a discovery request, a \$1 million general commercial liability policy for Third-Party Petitioner by James River Insurance Company, and a \$10 million excess policy for Third-Party Petitioner by Lexington Insurance Company.

11. Upon review of the produced James River insurance policy, Jay-Bee learned that the James River policy contains an "Insured Contracts" provision when required by written contract or written agreement. The "Insured Contracts" provision is set forth in the James River policy as an endorsement title "Additional-Insured-Automatic Status."

12. Section C of the Terms & Conditions, entitled "Release and Indemnity", provides, in part, that Third-Party Petitioner agrees to release, defend, indemnify and hold Prototype harmless from any and all liability, claims, expenses, attorney fees and damages wheresoever for personal property injury, illness, death, property damage and loss resulting from the loss of oil, gas or other minerals substances or water, and for damage to or loss of a well bore of the well bore.

13. Section C of the Terms & Conditions, entitled "Release and Indemnity", further provides that the release, defense, indemnity and hold harmless obligations of Third-Party Petitioner apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Prototype, Customer (Third-Party Petitioner) or any other person or entity, and that Third-Party Petitioner will support such obligations assumed with liability insurance to the maximum extent allowed by applicable law.

14. Section D of the Terms & Conditions also provides that Third-Party Petitioner agrees to indemnify Prototype against any damages arising from the effectiveness of the materials or services, and the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Prototype.

15. On or about May 28, 2019, Jay-Bee filed its motion to realign the parties and for leave to file a cross-claim against Prototype, or, in the alternative, for leave to amend and/or supplement pleadings.

16. On July 26, 2019, Prototype, by counsel, made a demand for indemnity, pursuant to the Terms & Conditions, against the anticipated cross-claim to be filed by Jay-Bee. Third-Party Petitioner, as of the date of hereof, has failed to respond to Prototype's demand for indemnity.

17. On October 1, 2019, the Court entered an Order realigning the parties and granting Jay-Bee leave to file a cross-claim against Prototype in this civil action.

18. On October 21, 2019, Jay-Bee, pursuant to the Order of the Court entered on October 1, 2019, filed its cross-claim against Prototype in this civil action.

19. On or about November 5, 2019, Prototype filed its answer to the Jay-Bee's cross-claim.

20. On November 6, 2019, Jay-Bee, by counsel, made a Settlement Demand upon Prototype, pursuant to Rule 408 of the West Virginia Rules of Civil Procedure, for \$8,486,010.

21. Third-Party Petitioner has the contractual duty and obligation to release, defend, indemnify and hold Prototype harmless from any and all liability, claims, expenses, attorney fees and damages wheresoever for property damage and loss resulting from, among others, the loss of oil and gas arising from underground damage or damage to and loss of the well bore, including, but not limited to, the cross-claim of Jay-Bee and the third-party complaint against Prototype by Third-Party Petitioner.

22. Further, pursuant to Section D of the Terms & Conditions, Third-Party Petitioner has the duty and obligation to indemnify Prototype against any damages arising from the effectiveness of the materials or services, and the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Prototype to Third-Party Petitioner.

23. Third-Party Petitioner has a contractual duty and obligation to defend and indemnify Prototype, pursuant to the Terms & Conditions, against the cross-claims of Jay-Bee.

24. The James River Insurance coverage is available to Prototype under the "Insured Contracts" provision of the James River policy to defend and indemnify Prototype against the cross-claim of Jay-Bee.

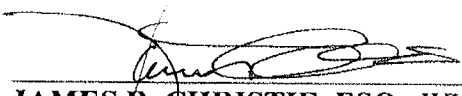
25. The James River Insurance coverage is available to Prototype under the "Insured Contracts" provision of the James River policy to defend and indemnify Prototype against the third-party complaint of Third-Party Petitioner.

26. The excess liability insurance policy coverage is available to Prototype through Lexington Insurance Company policy.

PRAYER FOR RELIEF

Prototype denies that Third-Party Petitioner is entitled to the requested relief in its Third-Party Complaint, or any other relief. Therefore, Prototype respectfully requests (1) Dismissal of the Third-Party Complaint by Third-Party Petitioner against Prototype, with judgment in Prototype's favor; and the costs incurred in Prototype's defense; (2) an Order and Finding of the Court that Third-Party Petitioner has a duty and obligation to defend, indemnify and hold Prototype harmless from any and all liability, claims, expenses, attorney fees and damages wheresoever with respect to the Cross-Claim against Prototype by Jay-Bee and the Third-Party Complaint against Prototype by Third-Party Petitioner; (3) an Order of the Court requiring Third-Party Petitioner to pay and/or reimburse Prototype for all costs, expenses, attorney fees and other damages incurred by Prototype arising from this matter and civil action; and (4) Such other and further relief as the Court deems necessary and appropriate.

**PROTOTYPE WELL PLANNING, LLC
BY COUNSEL**



JAMES R. CHRISTIE, ESQ., WV Bar #0721
P.O. Box 1133
Bridgeport, WV 26330
304.842.5461

CERTIFICATE OF SERVICE

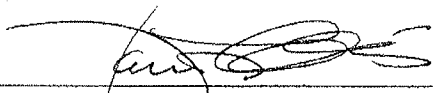
The undersigned, James R. Christie, does hereby certify that the foregoing "PROTOTYPE WELL PLANNING, LLC'S AMENDED ANSWER AND DEFENSES TO THIRD-PARTY COMPLAINT AND COUNTERCLAIM" has been served by mailing a true and actual copy in a properly addressed, stamped envelope, deposited in the United States Mail on this 11th day of March, 2020, to the following:

Charles R. Bailey, Esq. (WV Bar No. 202)
Jason S. Hammond, Esq. (WV Bar No. 8042)
Brent D. Benjamin, Esq. (WV Bar No. 307)
Bailey & Wyant, PLLC
P.O. Box 3710
Charleston, WV 25337-3710

Christopher A. Brumley, Esq. (WV Bar No. 7697)
Michael A. Secret, Esq. (WV Bar No. 13044)
Evan S. Aldridge, Esq. (WV Bar No. 13373)
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Parkersburg, WV 26101



JAMES R. CHRISTIE (WV Bar ID# 0721)

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC,
An Oklahoma Limited Liability Company,

Petitioner,

v.

Civil Action No. 15-P-9
Honorable Jeffrey Cramer

JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO.,
JAY-BEE EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC,

Respondents,

v.

PANTHER DRILLING SYSTEMS, LLC,
An Oklahoma Limited Liability Company,

Counter-Respondent/Third-Party Petitioner

v.

PROTOTYPE WELL PLANNING, LLC,
A Texas Limited Liability Company,

Third-Party Respondent/Counterclaimant.

**PANTHER DRILLING SYSTEMS, LLC'S ANSWER
TO THE COUNTERCLAIM OF PROTOTYPE WELL PLANNING SERVICES, LLC**

COMES NOW, the Petitioner/Counter-Respondent/Third-Party Petitioner, Panther Drilling Systems, LLC (hereinafter "Panther"), by and through its counsel, Christopher A. Brumley, Michael A. Secret, Evan S. Aldridge, and the law firm of Flaherty Sensabaugh Bonasso, PLLC, and in Answer to the Counterclaim of the Third-Party Respondent, Prototype Well Planning, PLLC (hereinafter "Prototype"), does state as follows:

PRELIMINARY STATEMENT

This Answer has been prepared, served, and filed by counsel for Panther under the West Virginia Rules of Civil Procedure. As permitted by Rule 8(e)(2) of the West Virginia Rules of Civil Procedure, affirmative defenses to the Counterclaim made by Prototype may be asserted alternatively and, in some cases, hypothetically. Affirmative defenses are being asserted regardless of any apparent consistency and are based on both legal and equitable grounds. As the facts of this civil action are fully developed through the discovery process, certain defenses may be abandoned, modified, or amended as permitted by and consistent with the West Virginia Rules of Civil Procedure.

FIRST AFFIRMATIVE DEFENSE

1. In regard to the allegations contained in Paragraph 1, Panther admits such allegations upon information and belief.
2. In regard to the allegations contained in Paragraph 2, Panther admits such allegations.
3. Paragraph 3 contains legal conclusions to which no response from Panther is required.
4. In regard to the allegations contained in Paragraph 4, Panther admits such allegations.
5. In regard to the allegations contained in Paragraph 5, Panther admits that Prototype provided it with its 2014 Master Price List and Terms and Conditions (hereinafter "Terms & Conditions"). Panther denies that the total performance of the work contracted by Panther was based upon the Terms & Conditions, denies that the Terms &

Conditions constituted a contract between Panther and Prototype, and demands strict proof thereof.

6. In regard to the allegations contained in Paragraph 6, Panther admits that Prototype did engage in well planning work as contracted by Panther.

7. In regard to the allegations contained in Paragraph 7, Panther admits such allegations.

8. In regard to the allegations contained in Paragraph 8, Panther admits such allegations. To the extent necessary, Panther denies all claims made against it by the Jay-Bee entities in this case.

9. In regard to the allegations contained in Paragraph 9, Panther admits such allegations.

10. In regard to the allegations contained in Paragraph 10, the James River insurance policy and the Lexington insurance policy referenced therein speaks for itself and Panther denies any reading of the James River insurance policy and/or the Lexington insurance policy that is inconsistent with its plain terms. To the extent that a response may be required, Panther admits that it did provide the Jay-Bee entities with said insurance policies around this time.

11. In regard to the allegations contained in Paragraph 11, the James River insurance policy referenced therein speaks for itself and Panther denies any reading of the James River insurance policy that is inconsistent with its plain terms. To the extent that a response may be required from Panther, Panther denies that the Paragraph 11 confers any obligation on Panther to indemnify or defend Prototype and demands strict proof thereof.

12. Paragraph 12 contains no allegations against Panther and, therefore, no response from Panther is required. Furthermore, no response from Panther is required as the James River policy referenced in Paragraph 12 speaks for itself. To the extent that a response may be required from Panther, Panther denies that the Paragraph 12 confers any obligation on Panther to indemnify or defend Prototype and demands strict proof thereof.

13. Paragraph 13 contains no allegations against Panther and, therefore, no response from Panther is required. Furthermore, no response from Panther is required as the James River policy referenced in Paragraph 13 speaks for itself. To the extent that a response may be required from Panther, Panther denies that the Paragraph 13 confers any obligation on Panther to indemnify or defend Prototype and demands strict proof thereof.

14. Paragraph 14 contains no allegations against Panther and, therefore, no response from Panther is required. Furthermore, no response from Panther is required as the James River policy referenced in Paragraph 14 speaks for itself. To the extent that a response may be required from Panther, Panther denies that the Paragraph 14 confers any obligation on Panther to indemnify or defend Prototype and demands strict proof thereof.

15. In regard to the allegations contained in Paragraph 15, Panther admits such allegations.

16. In regard to the allegations contained in Paragraph 16, Panther admits such allegations in part. Panther denies that it has any obligation to indemnify or defend Prototype and demands strict proof thereof.

17. In regard to the allegations contained in Paragraph 17, Panther admits such allegations.

18. In regard to the allegations contained in Paragraph 18, Panther admits such allegations.

19. In regard to the allegations contained in Paragraph 19, Panther admits such allegations.

20. In regard to the allegations contained in Paragraph 20, Panther admits such allegations upon information and belief.

21. Paragraph 21 contains legal conclusions to which no response from Panther is required. To the extent that a response from Panther may be required, Panther denies such allegations and demands strict proof thereof.

22. Paragraph 22 contains legal conclusions to which no response from Panther is required. To the extent that a response from Panther may be required, Panther denies such allegations and demands strict proof thereof.

23. Paragraph 23 contains legal conclusions to which no response from Panther is required. To the extent that a response from Panther may be required, Panther denies such allegations and demands strict proof thereof.

24. Paragraph 24 contains legal conclusions to which no response from Panther is required. To the extent that a response from Panther may be required, Panther denies such allegations and demands strict proof thereof.

25. Paragraph 25 contains legal conclusions to which no response from Panther is required. To the extent that a response from Panther may be required, Panther denies such allegations and demands strict proof thereof.

26. Paragraph 26 contains legal conclusions to which no response from Panther is required. To the extent that a response from Panther may be required, Panther denies such allegations and demands strict proof thereof.

SECOND AFFIRMATIVE DEFENSE

Prototype's Counterclaim fails to state a claim or cause of action upon which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

Prototype has failed to mitigate its damages, if any, and may have knowingly enlarged their damages, if any.

FOURTH AFFIRMATIVE DEFENSE

Panther reserves the right to seek contribution and/or indemnification from any and all responsible parties for damages, if any, awarded against it.

FIFTH AFFIRMATIVE DEFENSE

Panther reserves unto itself any and all affirmative defenses that may later become apparent and reserves the right to amend and/or supplement its Answer to Prototype's Counterclaim and affirmative defenses to assert any and all pertinent affirmative defenses ascertained through further discovery in this action, including, but not limited to, accord and satisfaction, failure of consideration, release, ratification and condonation, unclean hands, waiver, estoppel, and/or laches.

SIXTH AFFIRMATIVE DEFENSE

Panther reserves unto itself any and all available contractual defenses.

SEVENTH AFFIRMATIVE DEFENSE

Panther asserts that, to the extent that Prototype seeks punitive or exemplary damages, the damages violate its due process rights guaranteed by the United States Constitution and the Constitution of the State of West Virginia.

EIGHTH AFFIRMATIVE DEFENSE

Prototype has failed to join necessary and indispensable parties in whose absence complete relief cannot be afforded.

NINTH AFFIRMATIVE DEFENSE

Panther breached no duty owed to Prototype.

TENTH AFFIRMATIVE DEFENSE

Panther denies that Prototype is entitled to any judgment against it, and further denies that the Prototype is entitled to recover any prejudgment interest, post judgment interest, or attorneys fees or costs in any way associated with this civil action.

ELEVENTH AFFIRMATIVE DEFENSE

Panther reserves unto itself the right to assert additional claims, whether they may be counterclaims, cross-claims, third party claims, or as otherwise determined through the investigation of discovery in this matter to be applicable.

TWELFTH AFFIRMATIVE DEFENSE

Panther adopts and incorporates herein by reference all other affirmative defenses invoked by any other party in this matter not specifically enumerated herein and further reserves the right to assert any defenses as may be divulged through discovery in this matter.

THIRTEENTH AFFIRMATIVE DEFENSE

Panther asserts that Prototype's damages, if any, were caused by the negligence, breach of duty, independent, intervening, superseding causes or other acts or omissions of others, including, but not limited to, Jay-Bee Oil & Gas, Inc., Jay-Bee Production Co., and JB Exploration I, LLC a/k/a Jay-Bee Exploration I, LLC, over whom Panther had neither control nor a duty to control, and is no way attributable to any wrongdoing on the part of Panther.

FOURTEENTH AFFIRMATIVE DEFENSE

The Terms & Conditions presented by Prototype does not constitute an enforceable contract between Prototype and Panther, and Panther asserts all contractual defenses available to it to deny that the Terms & Conditions constitutes an enforceable contract.

FIFTEENTH AFFIRMATIVE DEFENSE

Any allegation levied against Panther in Prototype's Counterclaim not specifically admitted herein is hereby denied and strict proof is demanded.

WHEREFORE, the Counterclaim Defendant, Panther Drilling Systems, LLC, prays that the Counterclaim Plaintiff, Prototype Well Planning, LLC, recover nothing from its Counterclaim, and that it be awarded reasonable costs, expenses, and attorney fees incurred in the defense of this Counterclaim, together with such other and further relief as this Honorable Court may deem just and proper.

The Counterclaim Defendant,

PANTHER DRILLING SYSTEMS, LLC

By Counsel:



Christopher A. Brumley (WV State Bar #7697)

Michael A. Secret (WV State Bar #13044)

Evan S. Aldridge (WV State Bar #13373)

Flaherty Sensabaugh Bonasso, PLLC

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Charleston, WV 25303

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IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Petitioner,

v.

CIVIL ACTION NO. 15-P-9
Judge Jeffrey Cramer

JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC,

Respondents,

v.

PANTHER DRILLING SYSTEMS, LLC, an
Oklahoma Limited Liability Company,

Counter-Respondent/ Third-Party Petitioner,

v.

PROTOTYPE WELL PLANNING, LLC
a Texas Limited Liability Company,

Third-Party Respondent.

CERTIFICATE OF SERVICE

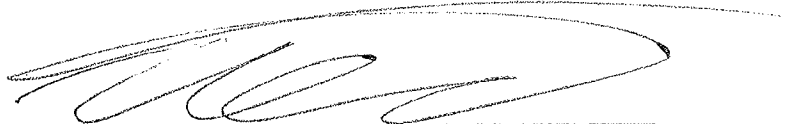
I, the undersigned, counsel for Petitioner, do hereby certify that I have served the foregoing **PANTHER DRILLING SYSTEMS, LLC'S ANSWER TO THE COUNTERCLAIM OF PROTOTYPE WELL PLANNING SERVICES, LLC** upon counsel of record this 12th day of October 2020, via regular mail, addressed as follows:

Charles R. Bailey, Esquire
Jason S. Hammond, Esquire
Bailey & Wyant, PLLC
500 Virginia Street, East, Suite 600
P.O. Box 3710
Charleston, WV 25337-3710
Counsel for Respondents

William Crichton, Esquire
Crichton & Crichton, LC
325 9th Street
Parkersburg, WV 26101
Co-Counsel for Plaintiffs

Holly S. Planinsic, Esquire
Chad J. Shepherd, Esquire
Herndon, Morton, Herndon & Yaeger
83 Edgington Lane
Wheeling, WV 26003-1541
Co-Counsel for Panther Drilling Systems, LLC

James R. Christie, Esquire
Christie Law Office
P.O. Box 1133
Bridgeport, WV 26330
Counsel for Prototype Well Planning, LLC

A handwritten signature in black ink, appearing to read 'Michael A. Secret', is written over a horizontal line.

Michael A. Secret (WV State Bar #13044)

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

**PANTHER DRILLING SYSTEMS, LLC,
an Oklahoma Limited Liability Company,**

**Petitioner, Counter-Respondent and
Third-Party Petitioner,**

v.

**Civil Action No. 15-P-9
Honorable Jeffrey Cramer**

**JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO., and
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC**

Respondents,

and

**PROTOTYPE WELL PLANNING, LLC
A Texas Limited Liability Company,**

Third-Party Respondent,

and

**JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO., and
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPOLORATION I, LLC,**

Cross-Claim Plaintiffs,

v.

**PROTOTYPE WELL PLANNING, LLC
a Texas Limited Liability Company,**

Cross-Claim Defendant.

**RESPONDENTS JAY-BEE OIL & GAS, INC.'S, JAY-BEE PRODUCTION CO.'S,
AND JB EXPLORATION I LLC'S, A/K/A JAY-BEE EXPLORATION I, LLC'S,
CROSS-CLAIM AGAINST PROTOTYPE WELL PLANNING, LLC**

COMES NOW Respondents, Jay Bee Oil & Gas, Inc., Jay Bee Production Co. and JB Exploration I, LLC a/k/a Jay-Bee Exploration I, LLC [collectively, “Jay-Bee”], by and through its counsel, Bailey & Wyant PLLC, and Charles R. Bailey, Jason Herrick and Brent Benjamin, assert the following Cross-Claim against the Third-Party Respondent, and Jay-Bee’s Co-Respondent, Prototype Well Planning, LLC [“Prototype”]:

PARTIES

1. The Jay-Bee companies are West Virginia corporations and/or West Virginia limited liability companies, with their principal places of business in Union, New Jersey; own several oil and gas wells, leasehold and fee oil and gas interests in Tyler County, West Virginia; and are Respondents in this civil action.
2. Prototype is a Texas limited liability company with its principal place of business in Montgomery, Texas, and was originally a Third-Party Respondent in this civil action by way of Third-Party Action initiated against it by Panther Drilling Systems, LLC [“Panther Drilling”], the Petitioner, on or about May 30, 2017.
3. Prototype represents and holds itself out as a company possessing expertise in providing well-planning, horizontal drilling planning and engineering services to oil and gas companies.
4. Pursuant to an Order of this Court, entered October 1, 2019, Jay-Bee and Prototype are designated Co-Respondents in this civil action and Jay-Bee has been granted leave to initiate a Cross-Claim against Prototype.
5. Panther Drilling is an Oklahoma limited liability company with its principal place of business in Yukon, Oklahoma, and is an oil and gas drilling company that provides well drilling services to customers in West Virginia.

JURISDICTION AND VENUE

6. This cross-claim arises from a dispute between Panther Drilling Systems, LLC [“Panther Drilling”] and Jay-Bee regarding the design and drilling of two natural gas wells, Sneezy 10 and Sneezy 11, through the Marcellus shale from the Sneezy pad in Tyler County, West Virginia.
7. This Court has jurisdiction over the parties pursuant to West Virginia Code 51-2-2.
8. Venue is proper in this Court pursuant to West Virginia Code 52-1-1.

BACKGROUND

9. Prior to June 2014, Panther Drilling was engaged by Jay-Bee to plan, design and drill the Sneezy 10 and Sneezy 11 Marcellus horizontal natural gas wells from the Sneezy well pad, in Tyler County.
10. On or about June 23, 2014, Panther Drilling entered into a contractual agreement with Prototype for Prototype to perform well-planning services and to develop a well-plan and a directional plan for drilling and completing Jay-Bee’s Sneezy 10 and Sneezy 11 Marcellus horizontal natural gas wells.
11. Prototype was or should have been aware of the complicated nature of the Sneezy 10 and Sneezy 11 Marcellus natural gas wells.
12. On or about June 23, 2014, Prototype was provided with information plats and latitude and longitude points on a map for Panther Drilling and Prototype to utilize in the preparation of the well-plan and the directional drilling plan and for the drilling of the Sneezy 11 Marcellus natural gas well.
13. On or about July 9, 2014, Jay-Bee provided Panther Drilling and Prototype with additional information for Panther Drilling and Prototype to utilize in the preparation of the well-plan

and the directional drilling plan and for the drilling of the Sneezy 11 Marcellus natural gas well.

14. The plot and the latitude points provided by Jay-Bee to Panther Drilling and Prototype indicated that the drilling process would be required to make several turns in order to permit Jay-Bee to drill an additional adjacent well to be known as Sneezy 10, thereby allowing Jay-Bee to fully develop its Marcellus natural gas reserves and leaseholds.
15. By July 21, 2014, Jay-Bee and Panther Drilling had provided all the information needed by Prototype to design and complete its well-plan and directional drilling plan in concert with Panther Drilling.
16. On or about July 21, 2014, Prototype provided Panther Drilling with a well-plan and a directional drilling plan for both the Sneezy 10 and Sneezy 11 wells.
17. Between July 21, 2014 and July 29, 2014, Prototype continued communications with Panther Drilling and amended its well-plan and its directional drilling plan for the Sneezy 10 and Sneezy 11 Marcellus natural gas wells.
18. Working with Prototype's well-planning design and direction plan for drilling, Panther Drilling commenced drilling the Sneezy 11 Marcellus natural gas well on or about July 30, 2014.
19. Panther Drilling inaccurately and improperly drilled Jay-Bee's Sneezy 11 Marcellus natural gas well.
20. Having failed to properly plan, design and drill the Sneezy 11 well as requested by Jay-Bee, Panther Drilling ceased drilling on or about July 31, 2014.
21. Prototype, working with Panther Drilling, failed to consider information available to it and failed to resolve questions and/or alleged ambiguities in matters related to the Sneezy 10

and Sneezy 11 Marcellus natural gas wells, thereby causing the well plan and the plan for directional drilling to be inaccurate and insufficient causing the Sneezy 11 well to be drilled improperly.

22. As a result of the improper and inaccurate planning, design and drilling of the Sneezy 11 Marcellus natural gas well, irreparable harm occurred to Jay-Bee resulting in lost gas reserves and gas reserves now inaccessible to Jay-Bee.
23. Panther Drilling initiated this civil action on or about June 5, 2015, seeking to enforce mechanics liens against Jay-Bee.
24. Jay-Bee responded on or about July 13, 2015, by filing its counter-claim against Panther Drilling relating to the improper and inaccurate planning, design and drilling of the Sneezy 11 Marcellus natural gas well.
25. On or about May 30, 2017, Panther Drilling filed its Third-Party Complaint against Prototype in this civil action.
26. On or about September 27, 2017, Prototype filed its Answer to Panther Drilling's Third-Party Complaint in this civil action, asserting, among other things that Prototype was negligent and failed to exercise due care and skill and to follow accepted standards in its industry in the planning of the Sneezy 10 and Sneezy 11 Marcellus natural gas wells.
27. During the litigation of this civil matter, Panther Drilling, Jay-Bee and Prototype produced documents and information in response to discovery requests by other parties.
28. Pursuant to the June 2014 written agreement between Panther Drilling and Prototype, independently produced to Jay-Bee by both Panther Drilling and Prototype in response to separate discovery requests and admitted to by Panther Drilling in Paragraph 53 of its

Third-Party Complaint against Prototype, Panther Drilling has a legal duty to defend and/or indemnify Prototype in this civil action.

29. Pursuant to insurance policies produced to Jay-Bee by Panther Drilling in May 2019, in response to discovery requests, Panther Drilling's applicable insurance coverage contains an "Insureds Provision" insuring to the benefit of Prototype for claims made against it in this civil action.
30. On October 1, 2019, Jay-Bee was granted leave by this Court to file this Cross-Claim against Prototype in this civil action.

COUNT I -- NEGLIGENCE

31. Jay-Bee incorporates each and every allegation set forth above in paragraphs 1 through 29 as if specifically set forth herein.
32. Prototype owed Jay-Bee a duty of care to properly prepare the well-plan and the directional drilling plan for the Sneezy 10 and Sneezy 11 Marcellus natural gas well in accordance with the directions, data, requests and other information provided by Panther Drilling and Jay-Bee.
33. Prototype negligently planned, designed, prepared and provided its well-plan and directional drilling plan for use in the drilling of the Sneezy 10 and Sneezy 11 Marcellus natural gas well, including using latitude and longitude plot coordinates different than those provided by Jay-Bee.
34. In preparing and providing its well-plan and directional drilling plan for use in the drilling of the Sneezy 11 Marcellus natural gas well, Prototype failed to use the care and skill required of a well-planning and directional drilling planning company and failed to follow the accepted standards for its industry and for the planning of Marcellus natural gas wells.

35. As a direct, proximate and foreseeable result of the negligence of Prototype, Jay-Bee has incurred a loss of natural gas reserves and the inability to access natural gas reserves in the Marcellus natural gas formation which otherwise would have been developed.

WHEREFORE, Jay-Bee requests this Honorable Court enter judgment in the favor of Jay-Bee for any and all damages permitted by West Virginia law, in addition to awarding Jay-Bee its attorneys' fees, costs and expenses incurred as a result of Prototype's negligence, in addition to lawful interest and such further relief as deemed just and appropriate.

Respectfully submitted,

**Jay-Bee Oil & Gas, Inc.,
Jay-Bee Production Co
JB Exploration I, LLC
a/k/a Jay-Bee Exploration I, LLC
By Counsel,**

**Charles R. Bailey (WV Bar #202)
Jason S. Hammond (WV Bar #8042)
Brent D. Benjamin (WV Bar #307)
BAILEY & WYANT, PLLC
500 Virginia Street, East, Suite 600
Post Office Box 3710
Charleston, West Virginia 25337-3710
T: (304) 345-4222
F: (304) 343-3133**

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

**PANTHER DRILLING SYSTEMS, LLC,
an Oklahoma Limited Liability Company,**

**Petitioner, Counter-Respondent and
Third-Party Petitioner,**

v.

**Civil Action No. 15-P-9
Honorable Jeffrey Cramer**

**JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO., and
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC**

Respondents,

and

**PROTOTYPE WELL PLANNING, LLC
A Texas Limited Liability Company,**

Third-Party Respondent,

and

**JAY-BEE OIL & GAS, INC.,
JAY-BEE PRODUCTION CO., and
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPOLORATION I,
LLC,**

Cross-Claim Plaintiffs,

v.

**PROTOTYPE WELL PLANNING, LLC
a Texas Limited Liability Company,**

Cross-Claim Defendant.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **ARespondents Jay-Bee Oil & Gas, Inc.'s, Jay-Bee Production Co.'s, and JR Exploration I LLC's, a/k/a Jay-Bee Exploration I LLC's, Cross-Claim Against Prototype Well Planning, LLC** was served upon the following parties by U.S. Mail, postage prepaid, on this day, October 21, 2019:

James R. Christie, Esq.
PO Box 1133
Bridgeport, WV 26330
Email Address: james.christie@thechristies.org
Attorney For: Prototype Well Planning, LLC

Christopher A. Brumley, Esq.
Evan S. Aldridge, Esq.
Flaherty Sensabaugh & Bonasso PLLC
P.O. Box 3843
Charleston, WV 25338-3843
Email Address: cbrumley@flahertylegal.com; ealdrige@flahertylegal.com
Attorney For: Panther Drilling Systems, LLC

Holly S. Planinsic, Esq.
Herndon Morton Herndon & Yaeger
83 Edgington Ln
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Fax: 304-243-0890
Email Address: hplaninsic@hmhy.com
Attorney For: Panther Drilling Systems, LLC

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JAMES R. CHRISTIE
Attorney at Law
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Bridgeport, West Virginia 26330
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Fax: (304) 842-0624
Email: james.christie@thechristies.org

November 5, 2019

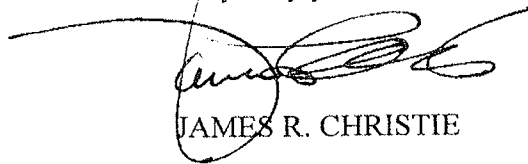
Ms. Candy Warner, Clerk
Circuit Court of Tyler County
Tyler County Courthouse
P.O. Box 8
Middlebourne, WV 26149

Re: Panther Drilling Systems, LLC v. Jay-Bee Oil &
Gas, et al., v Prototype Well Planning, LLC
Civil Action No. 15-P-9

Dear Ms. Warner:

Herewith please find the "PROTOTYPE WELL PLANNING, LLC'S ANSWER AND DEFENSES TO CROSS-CLAIM PLAINTIFFS' CROSS-CLAIM" in reference to the above matter. Please mark same "filed" and place it in the appropriate file. Counsel for petitioner and respondent have been served. Please give me a call if you have any questions. Thank you.

Very truly yours,



JAMES R. CHRISTIE

enclosure

c: Prototype Well Planning, LLC
Charles R. Bailey, Esq.
Christopher A. Brumley, Esq.
Holly S. Planinsic, Esq.

IN THE CIRCUIT COURT OF TYLER COUNTY, WEST VIRGINIA

PANTHER DRILLING SYSTEMS, LLC,
an Oklahoma limited liability company,

Petitioner, Counter-Respondent
and Third-Party Petitioner

Vs.

Civil Action No. 15-P-9
Judge Jeffrey Cramer

JAY-BEE OIL & GAS, INC.
JAY-BEE PRODUCTION CO.
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC

Respondents,

and

PROTOTYPE WELL PLANNING, LLC

Cross-Claim Defendant,

and

JAY-BEE OIL & GAS, INC.
JAY-BEE PRODUCTION CO.
JB EXPLORATION I, LLC
a/k/a JAY-BEE EXPLORATION I, LLC

Third-Party Respondent

Vs.

PROTOTYPE WELL PLANNING, LLC
a Texas limited liability company,

Cross-Claim Defendant.

**PROTOTYPE WELL PLANNING, LLC'S ANSWER
AND DEFENSES TO CROSS-CLAIM PLAINTIFFS' CROSS-CLAIM**

Cross-Claim Defendant, Prototype Well Planning, LLC, by and through the undersigned counsel, and for its answer to the Cross-Claim of Cross-Claim Plaintiffs, Jay-Bee Oil & Gas, Inc., Jay-Bee Production Co., JB Exploration I, LLC, aka Jay-Bee Exploration I, LLC (the "Cross-Claim"), respectfully states follows:

ANSWER

1. Cross-Claim Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations and averments of Paragraph No. 1 of the Cross-Claim, and therefore the allegations and averments of Paragraph No. 1 are denied.
2. Cross-Claim Defendant admits the allegations and averments of Paragraph No. 2 of the Cross-Claim.
3. Cross-Claim Defendant admits the allegations and averments of Paragraph No. 3 of the Cross-Claim.
4. Cross-Claim Defendant admits the allegations and averments of Paragraph No. 4 of the Cross-Claim.
5. Cross-Claim Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations and averments of Paragraphs No. 5 of the Cross-Claim, and therefore the allegations and averments of Paragraphs No. 1 are denied.
6. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 6 of the Cross-Claim.
7. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 7 of the Cross-Claim.

8. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 8 of the Cross-Claim.

9. Cross-Claim Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations and averments of Paragraph No. 9 of the Cross-Claim, and therefore the allegations and averments of Paragraph No. 1 are denied.

10. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 10 of the Cross-Claim.

11. Cross-Claim Defendant denies the allegation and averment of Paragraph No. 11 of the Cross-Claim. Strict proof is demanded at trial on this matter.

12. Cross-Claim Defendant admits that it was provided with information plots and latitude and longitude points to utilize in preparation of a well plan, but denies the remaining allegations and averments of Paragraph No. 12 of the Cross-Claim.

13. Cross-Claim Defendant admits that it was provided with additional information plots and latitude and longitude points to utilize in preparation of a well plan, but avers that some of the information was confusing and not helpful. Cross-Claim Defendant denies the remaining allegations and averments of Paragraph No. 13 of the Cross-Claim.

14. Cross-Claim Defendant admits that it received a plot and the latitude points, but denies the remaining allegations and averments of Paragraph No. 14. Strict proof is demanded at trial on this matter.

15. Cross-Claim Defendant admits that Jay-Bee and Panther Drilling had provided some information to design a well-plan. Otherwise, Cross-Claim Defendant denies allegation and averment of Paragraph No. 15.

16. Cross-Claim Defendant admits that it provided Panther with a well-plan, but denies remaining allegations and averments of Paragraph No. 16.

17. Cross-Claim Defendant admits that it continued communications with Panther Drilling and amended it well-plan, but denies the remaining allegation and averment of Paragraph No. 17.

18. Cross-Claim Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation and averment of Paragraph No. 18 of the Cross-Claim, and therefore the allegation and averment of Paragraph No. 18 is denied.

19. Cross-Claim Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation and averment of Paragraph No. 19 of the Cross-Claim, and therefore the allegation and averment of Paragraph No. 19 is denied.

20. Cross-Claim Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation and averment of Paragraph No. 20 of the Cross-Claim, and therefore the allegation and averment of Paragraph No. 20 is denied.

21. Cross-Claim Defendant denies the allegations and averments of Paragraph No. 21 of the Cross-Claim. Strict proof is demanded at trial on this matter.

22. Cross-Claim Defendant denies the allegations and averments of Paragraph No. 22 of the Cross-Claim. Strict proof is demanded at trial on this matter.

23. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 23 of the Cross-Claim.

24. Cross-Claim Defendant admits that it filed its Answer to Panther Drilling's Third-Party Complaint on September 27, 2017, but denies the remaining allegation and averment of Paragraph No. 24.

25. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 25 of the Cross-Claim.

26. Cross-Claim Defendant admits that it filed an Answer to Panther Drilling's Third-Party complaint in this civil action on September 27, 2017, but denies the remainder of the allegation and averment of Paragraph No. 26 of the Cross-Claim.

27. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 27 of the Cross-Claim.

28. Cross-Claim Defendant admits that it entered into a contractual relationship with Panther Drilling pursuant to the Terms and Conditions of a Master Price List dated June 8, 2014, wherein, under Paragraph C, Customer (being Panther Drilling) agreed to defend, indemnify and hold Prototype (Cross-Claim Defendant) harmless from and against liability claims, attorney fees and damages whatsoever. Cross-Claim Defendant denies the remaining allegations and averments of Paragraph No. 28 of the Cross-Claim.

29. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 29 of the Cross-Claim.

30. Cross-Claim Defendant admits the allegation and averment of Paragraph No. 30 of the Cross-Claim.

31. Cross-Claim Defendant restates and incorporates by reference its foregoing responses to Paragraphs No. 1 through 30 of the Cross-Claim, and their defenses, as if fully restated herein.

32. Cross-Claim Defendant admits that it prepared well plans for Sneezy 10 and Sneezy 11, but avers that same were properly prepared in accordance with directions, data, requests and other information provided by Panther Drilling and Cross-Claim Plaintiff. Cross-

Claim Defendant denies the remaining allegation or inferences of Paragraph No. 32 of the Cross-Claim.

33. Cross-Claim Defendant denies the allegations and averments of Paragraph No. 33 of the Cross-Claim. Strict proof is demanded at trial on this matter.

34. Cross-Claim Defendant denies the allegations and averments of Paragraph No. 34 of the Cross-Claim. Strict proof is demanded at trial on this matter.

35. Cross-Claim Defendant denies the allegations and averments of Paragraph No. 35 of the Cross-Claim. Strict proof is demanded at trial on this matter.

AFFIRMATIVE DEFENSES

Cross-Claim Plaintiffs' claim is barred by estoppel, failure of consideration, fraud, illegality, laches, statute of limitations, waiver, and all other affirmative defenses set forth under Rule 8(c) which are incorporated herein as if set forth in full.

1. Cross-Claim Defendant incorporates its responses to Paragraphs 1-35 above.
2. All allegations in the Cross-Claim not expressly admitted above are denied, and strict proof is demanded at trial.
3. The Cross-Claim against Cross-Claim Defendant fails to state a cause of action upon which relief can be granted.
4. Cross-Claim Defendant, at all times relevant herein, acted reasonably and appropriately under the circumstances.
5. Cross-Claim Defendant did not breach any affirmative duty owed to Cross-Claim Plaintiffs.

6. Cross-Claim Defendant affirmatively asserts that all damages occasioned to Cross-Claim Plaintiffs, if any, were the result of the willful, negligent, careless and/or reckless conduct committed by either Cross-Claim Plaintiffs and/or Panther Drilling.

7. Cross-Claim Defendant asserts that if it acted as alleged in the Cross-Claim, which Cross-Claim Defendant denies, there exists separate superseding and intervening acts occasioned by others, including Cross-Claim Plaintiffs and Panther Drilling, that are the sole and proximate cause of the damages, and, accordingly, Cross-Claim Defendant is insulated from liability.

8. The claims of Cross-Claim Plaintiffs in the Cross-Claim are barred, in whole or in part, by the doctrine of unclean hands.

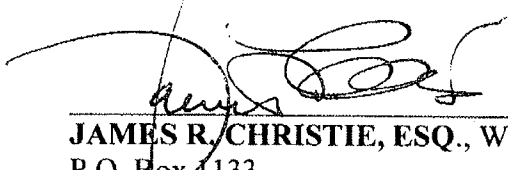
9. Cross-Claim Defendant hereby invokes and asserts all other affirmative defenses which may prove applicable herein, including, but not necessarily limited to, those defenses specifically set forth in Rule 8(c) of the West Virginia Rules of Civil Procedure for Trial Courts of Record.

10. Cross-Claim Defendant reserves the right to plead such affirmative defense which the facts do not reveal at this moment, but which may appear as facts are obtained during discovery.

PRAYER FOR RELIEF

Cross-Claim Defendant admits only that Cross-Claim Plaintiffs seeks the requested relief. Cross-Claim Defendant denies that Cross-Claim Plaintiffs are entitled to the requested relief or any other relief. Therefore, Cross-Claim Defendant respectfully demands dismissal, with judgment in its favor, the costs incurred in defense, and such other and further relief as the Court deems necessary and appropriate.

**PROTOTYPE WELL PLANNING, LLC
BY COUNSEL**



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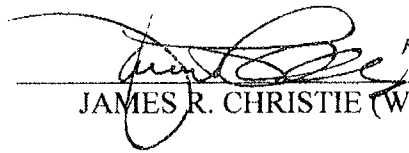
CERTIFICATE OF SERVICE

The undersigned, James R. Christie, does hereby certify that the foregoing "PROTOTYPE WELL PLANNING, LLC'S ANSWER AND DEFENSES TO THIRD-PARTY CROSS-CLAIM" has been served by mailing a true and actual copy in a properly addressed, stamped envelope, deposited in the United States Mail on this 5th day of November, 2019, to the following:

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