

IN THE CIRCUIT COURT OF WAYNE COUNTY, WEST VIRGINIA

MILLIE TOMBLIN dba C&J Security,

Plaintiff,

SCANNED

v.

Civil Action No. 16-C-34
Honorable Darrell Pratt

EAGLE PIPELINE, LLC an Ohio
Limited Liability Company;
COLUMBIA PIPELINE GROUP INC.; and
COLUMBIA PIPELINE GROUP SERVICES
COMPANY, a Delaware corporation,

Defendants,

and

EAGLE PIPELINE, LLC an Ohio
Limited Liability Company,

Defendant and Cross-Claim Plaintiff,


and

EAGLE PIPELINE, LLC an Ohio
Limited Liability Company,

Defendant and Third Party Plaintiff,

v.

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company,
Third-Party Defendant.

FILED
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WAYNE COUNTY, WV
BY 

**DEFENDANT COLUMBIA PIPELINE GROUP SERVICES COMPANY'S
ANSWER TO EAGLE PIPELINE, LLC'S AMENDED CROSS-CLAIM AND
COLUMBIA PIPELINE GROUP SERVICES COMPANY'S CROSS-CLAIM
AGAINST EAGLE PIPELINE, LLC**

NOW COMES Defendant Columbia Pipeline Group Services Company ("CPGSC") by counsel, Marsha Williams Kauffman and Robinson & McElwee PLLC, and responds to the allegations in Eagle Pipeline, LLC's ("Eagle") Amended Cross-Claim ("the Cross-Claim").

FIRST DEFENSE

In response to the specific allegations set forth in the Cross-Claim, CPGSC states and avers as follows:

Parties

1. Upon information and belief, CPGSC admits the allegations set forth in Paragraph No. 1 of the Cross-Claim.

2. CPGSC admits that CPGSC is a Delaware corporation engaged in the business of distribution of natural gas and is licensed to conduct business in the State of West Virginia. CPGSC further admits that its Principal Office Address is 5151 San Felipe #2500, ATTN: Robert E. Smith, Houston, Texas 77056. CPGSC denies the remainder of the allegations set forth in Paragraph No. 2 of the Cross-Claim.

3. Upon information and belief, CPGSC admits that Columbia Gas Transmission, LLC is a Delaware limited liability company. Upon information and belief, Corporation Service Company, 209 W. Washington Street, Charleston, West Virginia 25302 is the Notice of Process Address for Columbia Gas Transmission, LLC.

Jurisdiction and Venue

4. CPGSC incorporates by reference the responses set forth in Paragraph Nos. 1 through 3 of its Answer as if the same were set forth verbatim herein.

5. CPGSC states that Paragraph No. 5 of the Cross-Claim asserts only legal conclusions to which no response is required. To the extent that a response is deemed to be required, CPGSC denies the same and demands strict proof thereof.

Facts

6. CPGSC incorporates by reference the responses set forth in Paragraph Nos. 1 through 5 of its Answer as if the same were set forth verbatim herein.

7. Upon information and belief, CPGSC admits the allegations set forth in Paragraph No. 7 of the Cross-Claim.

8. CPGSC admits that bids were solicited for the installation of pipeline for the transmission of natural gas from existing lines in Wayne County, West Virginia to Lawrence County, Kentucky as well as other work.

9. Upon information and belief, CPGSC admits the allegations set forth in Paragraph No. 9 of the Cross-Claim.

10. Upon information and belief, CPGSC admits the allegations set forth in Paragraph No. 10 of the Cross-Claim.

11. Upon information and belief, CPGSC admits the allegations set forth in Paragraph No. 11 of the Cross-Claim.

12. CPGSC admits that Eagle prepared a bid to perform the work at issue in this case.

13. CPGSC admits the allegations set forth in Paragraph No. 13 of the Cross-Claim.

14. CPGSC is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraph No. 14 of the Cross-Claim and therefore, denies the same and demands strict proof thereof.

15. CPGSC admits the allegations set forth in Paragraph No. 15 of the Cross-Claim.

16. CPGSC admits that Eagle provided written confirmation that it would not work on any other projects until the project at issue was completed. CPGSC denies the remainder of the allegations contained in Paragraph No. 16 of the Cross-Claim.

17. CPGSC admits the allegations set forth in Paragraph No. 17 of the Cross-Claim.

18. CPGSC admits that it hired Houston Inspection Field Services, LLC as one of its inspectors for the Project. CPGSC also admits that it had its own employees on the Project and also inspected Eagle's work. CPGSC denies the remainder of the allegations set forth in Paragraph No. 18 of the Cross-Claim.

19. CPGSC admits the allegations set forth in Paragraph No. 19 of the Cross-Claim.

20. Paragraph No. 20 of the Cross-Claim contains a recitation of Section 29 (i) of the General Services Agreement for Construction, Maintenance, Services and Materials ("the Agreement"). GPGSC states that the Agreement speaks for itself and, therefore, denies the remaining allegations set forth in Paragraph No. 20 of the Cross-Claim.

21. CPGSC admits that the Agreement provides for Change Orders, but states that the Agreement speaks for itself and, therefore, denies the remaining allegations set forth in Paragraph No. 21 of the Cross-Claim.

22. CPGSC admits that on numerous occasions during the Project, Eagle received change orders that were properly executed as required by the Agreement. CPGSC denies all remaining allegations set forth in Paragraph No. 22 of the Cross-Claim.

23. CPGSC denies the allegations set forth in Paragraph No. 23 of the Cross-Claim.

24. CPGSC admits that some changes were made throughout the Project and that such changes were the subject of properly executed change orders. CPGSC"

a. Admits that circumstances arose at times that required two (2) welders. CPGSC denies the remainder of the allegations set forth in Paragraph 24(a) of the Cross-Claim.

b. Denies the allegations set forth in Paragraph 24(b) of the Cross-Claim.

c. Denies the allegations set forth in Paragraph 24(c) of the Cross-Claim.

d. Denies the allegations set forth in Paragraph 24(d) of the Cross-Claim.

e. Denies the allegations set forth in Paragraph 24(e) of the Cross-Claim.

f. Denies the allegations set forth in Paragraph 24(f) of the Cross-Claim.

g. Denies the allegations set forth in Paragraph 24(g) of the Cross-Claim.

25. CPGSC denies the allegations set forth in Paragraph No. 25 of the Cross-Claim.

26. CPGSC denies the allegations set forth in Paragraph No. 26 of the Cross-Claim.

27. CPGSC admits that Eagle submitted a proposed change order in excess of two million dollars. CPGSC also admits that it requested additional information regarding this particular change order, but Eagle failed to provide sufficient information/documentation regarding the change order. CPGSC denies the remainder of the allegations set forth in Paragraph No. 27 of the Cross-Claim.

28. CPGSC admits that the proposed change order referenced in Paragraph No. 27 was orally rejected. CPGSC denies the remainder of the allegations set forth in Paragraph No. 28 of the Cross-Claim.

29. CPGSC denies the allegations set forth in Paragraph No. 29 of the Cross-Claim.

30. CPGSC denies the allegations set forth in Paragraph No. 30 of the Cross-Claim.

31. CPGSC admits that a letter dated January 25, 2016 was sent from Sheree Parks Downey to David and James Hughes of Eagle Pipeline, LLC. CPGSC also admits that no payments have been made to Eagle since January 25, 2016. CPGSC denies the remainder of the allegations set forth in Paragraph No. 31 of the Cross-Claim.

32. CPGSC denies the allegations set forth in Paragraph No. 32 of the Cross-Claim.

33. CPGSC denies the allegations set forth in Paragraph No. 33 of the Cross-Claim.

34. CPGSC denies the allegations set forth in Paragraph No. 34 of the Cross-Claim.

35. CPGSC admits that on or about February 5, 2016, David Hughes orally refused to rescind, waive or release Eagle's change order in the amount of \$2,301,253.45. CPGSC denies the remainder of the allegations set forth in Paragraph No. 35 of the Cross-Claim.

36. CPGSC denies the allegations set forth in Paragraph No. 36 of the Cross-Claim.

37. CPGSC admits the allegations set forth in Paragraph No. 37 of the Cross-Claim.

38. CPGSC admits that by letter dated February 8, 2016, Eagle requested to invoke step negotiation.

39. CPGSC states that Sheree Parks Downey's letter dated February 19, 2016 speaks for itself and, therefore, denies the remaining allegations set forth in Paragraph No. 39 of the Cross-Claim..

COUNT I
Breach of Contract Against
Columbia Pipeline Group Services Company

40. CPGSC incorporates by reference the responses set forth in Paragraph Nos. 1 through 39 of its Answer as if the same were set forth verbatim herein.

41. CPGSC admits the allegations set forth in Paragraph No. 41 of the Cross-Claim.

42. CPGSC denies that it breached the contract and therefore denies all of the allegations set forth in Paragraph No. 42 of the Cross-Claim. CPGSC denies the allegations set forth in Paragraph Nos. 42(a) to 42(h) of the Cross-Claim.

43. CPGSC denies the allegations set forth in Paragraph No. 43 of the Cross-Claim.

44. CPGSC denies the allegations set forth in Paragraph No. 44 of the Cross-Claim.

45. CPGSC admits that the Cross-Claim contains a document identified as Exhibit C, but CPGSC denies that the substance of Exhibit C is accurate.

46. CPGSC denies the allegations set forth in Paragraph No. 46 of the Cross-Claim.

47. CPGSC admits that it knew that the CPGSC project referenced in the Cross-Claim was the only project that Eagle was performing during the Project. CPGSC denies the remainder of the allegations set forth in Paragraph No. 47 of the Cross-Claim.

48. CPGSC is without sufficient knowledge to admit or deny the allegations set forth in Paragraph No. 48 of the Cross-Claim and therefore, denies the same and demands strict proof thereof.

COUNT II
Unjust Enrichment Against
Columbia Pipeline Group Services Company

49. CPGSC incorporates by reference the responses set forth in Paragraph Nos. 1 through 48 of its Answer as if the same were set forth verbatim herein.

50. CPGSC admits the allegations set forth in Paragraph No. 50 of the Cross-Claim.

51. CPGSC admits that it received the benefit from some work performed by Eagle. However, CPGSC states that a substantial portion of Eagle's work was substandard and required remedial work that exceeded any such benefit.

52. CPGSC is without knowledge or information sufficient to form a belief as to the truth of the allegation regarding Eagle's expectation. CPGSC denies that it had any specific awareness as to the alleged reliance by Eagle, and denies that Eagle had any reasonable basis to rely on payment for work that did not meet the requirements of the Agreement and/or the Purchase Order.

53. CPGSC denies the allegations set forth in Paragraph No. 53 of the Cross-Claim.

54. CPGSC denies the allegations set forth in Paragraph No. 54 of the Cross-Claim.

55. CPGSC admits that the Cross-Claim contains a document identified as Exhibit C, but CPGSC denies that the substance of Exhibit C is accurate.

56. CPGSC denies the allegations set forth in Paragraph No. 56 of the Cross-Claim.

COUNT III
Tortious Interference Against
Columbia Pipeline Group Services Company

57. CPGSC incorporates by reference the responses set forth in Paragraph Nos. 1 through 56 of its Answer as if the same were set forth verbatim herein.

58. CPGSC is without sufficient knowledge to admit or deny the allegations set forth in Paragraph No. 58 of the Cross-Claim, and therefore denies the same and demands strict proof thereof.

59. CPGSC denies the allegations set forth in Paragraph No. 59 of the Cross-Claim.

60. CPGSC admits that it knew that the CPGSC project referenced in the Cross-Claim was the only project that Eagle was performing during the Project. CPGSC denies the remainder of the allegations set forth in Paragraph No. 60 of the Cross-Claim.

61. CPGSC denies the allegations set forth in Paragraph No. 61 of the Cross-Claim.

62. CPGSC denies the allegations set forth in Paragraph No. 62 of the Cross-Claim.

63. CPGSC admits that conversations occurred between CPGSC and VEC regarding the Project.

64. CPGSC denies the allegations set forth in Paragraph No. 64 of the Cross-Claim.

65. CPGSC denies the allegations set forth in Paragraph No. 65 of the Cross-Claim.

66. CPGSC denies the allegations set forth in Paragraph No. 66 of the Cross-Claim.

**COUNT IV
CONVERSION AGAINST
COLUMBIA PIPELINE GROUP SERVICES COMPANY**

67. CPGSC incorporates by reference the responses set forth in Paragraph Nos. 1 through 66 of its Answer as if the same were set forth verbatim herein.

68. CPGSC states that the February 5, 2016 letter speaks for itself and, therefore, denies the remaining allegations set forth in Paragraph No. 68 of the Cross-Claim.

69. CPGSC denies the allegations set forth in Paragraph No. 69 of the Cross-Claim.

70. CPGSC denies the allegations set forth in Paragraph No. 70 of the Cross-Claim.

71. CPGSC denies the allegations set forth in Paragraph No. 71 of the Cross-Claim.

72. CPGSC denies the allegations set forth in Paragraph No. 72 of the Cross-Claim.

COUNT V
Enforcement of Mechanic's Lien Against
Columbia Pipeline Group Services Company

73. CPGSC incorporates by reference the responses set forth in Paragraph Nos. 1 through 72 of its Answer as if the same were set forth verbatim herein.

74. Upon information and belief, CPGSC admits the allegations set forth in Paragraph No. 74 of the Cross-Claim.

75. Although "affiliate company" is not defined, CPGSC admits that it is, generally speaking, an affiliate of CGT. CPGSC states that the easements, rights of way and other documents regarding property interests in which the # 16 gas transmission line was constructed are recorded and speak for themselves. Accordingly, CPGSC denies the remaining allegations set forth in Paragraph No. 75 of the Cross-Claim.

76. CPGSC admits that Eagle performed some work in Wayne County, West Virginia.

77. CPGSC states that Paragraph No. 77 of Eagle's Cross-Claim contains only legal conclusions and makes no factual allegations against CPGSC. To the extent that Paragraph No. 77 of Eagle's Cross-Claim may be deemed to make any factual allegations against CPGSC, CPGSC denies the same.

SECOND DEFENSE

CPGSC raises, so as not to waive, the defenses of lack of personal jurisdiction, insufficiency of process, insufficiency of service of process, and failure to join an indispensable party under Rule 19 of the West Virginia Rules of Civil Procedure.

THIRD DEFENSE

CPGSC reserves the affirmative defense that the the Cross-Claim fails or may fail to state a claim against CPGSC upon which relief may be granted, and, therefore, should be dismissed pursuant to Rule 12(b) of the West Virginia Rules of Civil Procedure.

FOURTH DEFENSE

CPGSC hereby raises and preserves each and every defense set forth pursuant to Rules 8, 9, and 12 of the West Virginia Rules of Civil Procedure, and also reserves the right to raise such additional defenses as may appear appropriate following further discovery and factual development.

FIFTH DEFENSE

CPGSC raises, so as not to waive, the defenses of accord and satisfaction, release, assumption of the risk, waiver, abandonment and comparative and/or contributory negligence.

SIXTH DEFENSE

CPGSC denies that this civil action is one in which costs and attorneys' fees are recoverable, and therefore, moves to dismiss these claims.

SEVENTH DEFENSE

To the extent that the Cross-Claim asserts or alleges that Eagle is entitled to recover punitive or exemplary damages from CPGSC, then CPGSC asserts the following defenses:

1. the Cross-Claim for punitive damages violates, and is therefore barred by, the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments to the Constitution of the United States of America on grounds including the following:
 - a. it is a violation of the Due Process and Equal Protection Clauses of the Fourteenth Amendment of the United States Constitution to impose punitive damages, which are penal in nature, against a civil defendant upon Plaintiffs satisfying a burden of proof which is less than the "beyond a reasonable doubt" burden of proof required in criminal cases;
 - b. the procedures pursuant to which punitive damages are awarded may result in the award of joint and several judgments against multiple defendants for different alleged acts or wrongdoing, which infringes upon the Due Process and Equal Protection Clauses of the Fourteen Amendment of the United States Constitution;
 - c. the procedures pursuant to which punitive damages are awarded fail to provide a reasonable limit on the amount of the award against a defendant, which thereby violates the Due Process Clause of the Fourteenth Amendment of the United States Constitution;
 - d. the procedures to which punitive damages are awarded fail to provide specific standards for the amount of the award of punitive damages which thereby violates the Due Process Clause of the Fourteenth Amendment of the United States Constitution;
 - e. the procedures pursuant to which punitive damages are awarded result in the imposition of different penalties for the same or

similar acts, and thus violate the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution;

- f. the procedures pursuant to which punitive damages are awarded permit the imposition of punitive damages in excess of the maximum criminal fine for the same or similar conduct, which thereby infringes upon the Due Process Clause of the Fifth and fourteenth Amendments and the Equal Protection Clause of the fourteenth Amendment of the United States Constitution;
- g. the procedures pursuant to which punitive damages are awarded permit the imposition of excessive fines in violation of the Eighth Amendment of the United States Constitution;
- h. the award of punitive damages to Plaintiffs in this action would constitute a deprivation of property without due process of law; and
- i. the procedures pursuant to which punitive damages are awarded permits the imposition of an excessive fine and penalty.

2. the Cross-Claim for punitive damages violates and is, therefore, barred by the provision of the Constitution of the State of West Virginia, including but not limited to Article III, Sections 4, 5, 6 and 10, on grounds including the following:

- a. it is a violation of the Due Process and Equal Protection Clauses to impose punitive damages, which are penal in nature, against a civil defendant upon Plaintiffs satisfying a burden of proof which is less than the "beyond a reasonable doubt" burden of proof required in criminal cases;
- b. the procedures pursuant to which punitive damages are awarded may result in the award of joint and several judgments against multiple defendants for different alleged acts of wrongdoing;
- c. the procedures pursuant to which punitive damages are awarded fail to provide a limit on the amount of the award against Equitable;
- d. the procedures pursuant to which punitive damages are awarded fail to provide specific standards for the amount of award of punitive damages;

- e. the procedures pursuant to which punitive damages are awarded result in the imposition of different penalties for the same or similar acts;
- f. the procedures pursuant to which punitive damages are awarded permit the imposition of punitive damages in excess of the maximum fine for the same or similar conduct;
- g. the procedures pursuant to which punitive damages are awarded permit the imposition of excessive fines;
- h. the award of punitive damages to Plaintiffs in this action would constitute a deprivation of property without due process of law; and
- i. the procedures pursuant to which punitive damages are awarded permit the imposition of an excessive fine and penalty.

EIGHTH DEFENSE

CPGSC is not guilty of any intentional, willful, malicious or outrageous acts which proximately caused or contributed to the damages allegedly sustained by Eagle. Therefore, Eagle is prohibited from recovery of punitive damages.

NINTH DEFENSE

To the extent that Eagle's injuries or damages, if any, are a direct result of weather, nature, an unforeseen circumstance, or other outside force, and therefore, Eagle may not recover against CPGSC.

TENTH DEFENSE

To the extent that the negligence and additional actions of individuals or entities other than CPGSC are the sole cause of Eagle's damages, if any, Eagle may not recover against CPGSC.

ELEVENTH DEFENSE

Eagle's own acts or omissions are the sole cause of the damages of which it now complains.

TWELFTH DEFENSE

The damages of which Eagle complains were not the proximate result of any act of omission or commission on the part of CPGSC.

THIRTEENTH DEFENSE

Eagle, by its conduct, assumed the risk of any alleged damages which may result from its own acts or omissions.

FOURTEENTH DEFENSE

Any alleged injuries and/or damages to Eagle were, or may have been, caused by the acts of others or through its own fault, and are in no way attributable to any wrongdoing on the part of CPGSC.

FIFTEENTH DEFENSE

Eagle's claims are barred by the doctrine of "unclean hands."

SIXTEENTH DEFENSE

Eagle's claims are barred by the doctrine of estoppel.

SEVENTEENTH DEFENSE

CPGSC denies that it breached any affirmative duty or standard of care with respect to Eagle.

EIGHTEENTH DEFENSE

CPGSC has neither violated any known law or laws, nor constitutional rights of Eagle, nor could CPGSC have reasonably anticipated that they would violate any known

laws or constitutional rights of Eagle. CPGSC further asserts any and all benefits, protections, privileges, limitations and immunities afforded to it by regulations, statutes, the common law, and the Constitutions of the United States and the State of West Virginia.

NINETEENTH DEFENSE

CPGSC met each and every duty owed to Eagle.

TWENTIETH DEFENSE

CPGSC denies all allegations contained in the Cross-Claim that allege or imply any responsibility, failure to meet a responsibility, duty or violation of a duty with respect to it; or that allege or imply that they violated any applicable statutes, rules, regulations, or standards that caused or contributed to Eagle's alleged damages.

TWENTY-FIRST DEFENSE

CPGSC asserts that Eagle failed to mitigate its damages. In the alternative, to the extent Eagle did mitigate any damages, CPGSC is entitled to have those mitigated damages credited to those amounts, if any, allegedly owed by CPGSC to Eagle.

TWENTY-SECOND DEFENSE

The actions of CPGSC in no way contravened any recognized public policy of the State of West Virginia.

TWENTY-THIRD DEFENSE

CPGSC denies each and every allegation in the Cross-Claim not specifically admitted herein.

TWENTY-FOURTH DEFENSE

CPGSC specifically reserves the right to plead any and all other affirmative defenses not specifically raised herein that may arise during discovery or otherwise. Further, CPGSC specifically reserves the right to file an amended answer, counterclaims, cross-claims or third-party complaints should additional discovery demonstrate the propriety of the same.

TWENTY-FIFTH DEFENSE

CPGSC plead, so as not to waive, that Eagle failed to exhaust its administrative remedies and that this action should, therefore, be dismissed.

TWENTY-SIXTH DEFENSE

CPGSC hereby raises the defense of statute of limitations.

TWENTY-SEVENTH DEFENSE

CPGSC hereby raises the defense that it has been exercising a contractual right.

TWENTY-EIGHTH DEFENSE

CPGSC hereby raises the defense that it is entitled to all setoffs provided for in the Agreement.

TWENTY-NINTH DEFENSE

CPGSC hereby raises the defense that Eagle breached the express and implied warranties that applied to all work performed under the Agreement.

THIRTIETH DEFENSE

CPGSC hereby raises the defense that Eagle has no right to additional payment to the extent it effected changes or modification to the Work without the benefit of a properly executed change order as required by the Agreement.

WHEREFORE, CPGSC respectfully requests that this Court dismiss the Cross-Claim against it and that the Court award CPGSC its fees and expenses in responding to the Cross-Claim including, but not limited to, reasonable attorneys' fees, and for such other relief as this Court deems appropriate in the interest of justice.

**COLUMBIA PIPELINE GROUP SERVICES COMPANY'S CROSS-CLAIM
AGAINST EAGLE PIPELINE, LLC**

Columbia Pipeline Group Services Company ("CPGSC"), by and through its attorneys, files this Cross-Claim against Eagle Pipeline LLC ("Eagle"), for breach of contract and indemnification. In support thereof, CPGSC alleges as follows:

JURISDICTION AND PARTIES

1. CPGSC is a Delaware corporation with its principle place of business in Houston, Texas, and is duly licensed to do business in West Virginia.
2. Eagle is an Ohio limited liability company with its principle place of business in Chesapeake, Ohio, and is duly licensed to do business in West Virginia.
3. This Court has jurisdiction over the parties to this civil action and venue is proper as the acts and conduct giving rise to this Cross-Claim occurred in Wayne County, West Virginia.
4. NiSource Corporate Services Company ("NiSource") is a Delaware corporation with its principle place of business in Merrillville, Indiana, and is duly licensed to do business in West Virginia.

FACTS

5. CPGSC incorporates by reference paragraphs 1 through 4 of this Cross-Claim as if fully set forth herein.

6. On March 13, 2014, NiSource entered into a General Services Agreement for Construction, Maintenance, Services, and Materials, No. CW1942168 ("the Agreement") with Eagle. A true copy of the Agreement is attached hereto as Exhibit 1.

7. The Agreement provides that the term of the Agreement was to be from March 14, 2014 until March 13, 2019, unless terminated earlier as provided in the Agreement.

8. In April of 2015, bids were solicited for installation of a pipeline for the transmission of natural gas from Wayne County, West Virginia to Lawrence County, Kentucky ("the Project").

9. In addition to installation of a pipeline, the Project also included installation of regulator sites.

10. On or about June 1, 2015, Eagle was awarded the Project by purchase order number 4012443G ("the Purchase Order").

11. On July 1, 2015, NiSource assigned the Agreement and the Purchase Order to CPGSC.

12. Much of Eagle's work on the Project was not satisfactory or in keeping with the requirements of the Agreement.

13. As of January of 2016, Eagle was) forecasted to complete the Project a) six (6) months behind schedule and b) approximately ten percent (10%) over budget.

14. In January of 2016 CPGSC requested access to Eagle's financial records. A review of these records demonstrated that, not only was Eagle behind schedule and over budget, but that it was also significantly behind in its payments to subcontractors.

15. By letter dated January 25, 2016, CPGSC provided Eagle with notice that it was in default of the Agreement by reason of its failure to pay its subcontractors, and that the Agreement would be terminated for cause if Eagle did not cure such default within 7 days.

16. Eagle failed to cure the noticed default referenced in the preceeding paragraph.

17. On February 5, 2016, CPGSC terminated the Agreement for cause on account of the default in its obligation to pay subcontractors and the failure to cure that default after receiving written notice.

CLAIM FOR RELIEF

18. CPGSC incorporates by reference all preceding of this Cross-Claim, as if fully set forth herein.

19. The Agreement and the Purchase Order (collectively, "the Contract") created and defined a contractual relationship between CPGSC and Eagle.

20. The Contract required Eagle to perform the work of the Project in the manner specified therein.

21. CPGSC performed all of its obligations under the Contract.

22. Pursuant to the Contract, CPGSC is entitled to recover "reasonable attorneys' fees and costs, including expert and consulting fees, incurred in enforcing any term of this Agreement, including, without limitation, participation in any settlement discussions, alternative dispute resolution processes, or litigation." Agreement at page 9,

¶ 13.

23. Eagle breached the Contract by, failing to pay its subcontractors working on the Project.

24. Eagle breached the Contract by performing work that was defective and not in accordance with the best practices within the industry prevailing at the time of the Purchase Order.

25. Eagle breached the Contract by filing a mechanic's lien against CPGSC.

26. As a result of Eagle's breaches of the Contract, CPGSC suffered damages, including but not limited to: a) Costs/interests and fees associated with the delay of the Project; b) Payment to Eagle's subcontractors; c) Attorney's fees and costs/expenses; d) Costs incurred by retaining other contractors; e) Costs of remedial and additional work; f) Costs of additional design, managerial or administrative services and g) express indemnification.

PRAYER FOR RELIEF

WHEREFORE, CPGSC respectfully requests this Court to enter judgment against Eagle for the causes of action outlined herein and to award CPGSC the damages sought herein as well as any other damages permitted by controlling law, including attorneys' fees and expenses.

**COLUMBIA PIPELINE GROUP
SERVICES COMPANY**
By counsel,

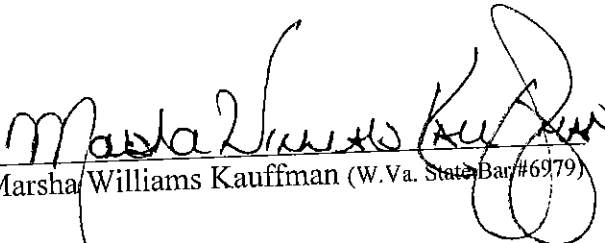
Marsha Williams Kauffman (WV State Bar #6979)
W. Bradley Sorrells (WV State Bar #4991)
Christopher L. Hamb (WV State Bar #6902)
Robinson & McElwee PLLC
Post Office Box 1791
Charleston, WV 25326
304-344-5800

CERTIFICATE OF SERVICE

I, Marsha Williams Kauffman, Counsel for Columbia Pipeline Group, Inc. and Columbia Pipeline Group Services Company, do hereby certify that true copies of **DEFENDANT COLUMBIA PIPELINE GROUP SERVICES COMPANY'S ANSWER TO EAGLE PIPELINE, LLC'S AMENDED CROSS-CLAIM AND COLUMBIA PIPELINE GROUP SERVICES COMPANY'S CROSS-CLAIM AGAINST EAGLE PIPELINE, LLC** were served through the regular course of the United States Postal Service, postage prepaid, this 14th day of June, 2016 addressed as follows:

Norman T. Daniels
Daniels Law Firm, PLLC
P.O. Box 1433
Charleston, West Virginia 25325
Counsel for Eagle Pipeline, LLC

Ancil G. Ramey
Steptoe & Johnson PLLC
P.O. Box 2195
Huntington, West Virginia 25722-2195
Counsel for Millie Tomblin d/b/a C & J Security, Inc.


Marsha Williams Kauffman (W.Va. State Bar #6979)