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March 24, 2025

**Via FileAndServeXpress**

C. Casey Forbes  
West Virginia Supreme Court of Appeals  
State Capital Room E-317  
1900 Kanawha Boulevard, East  
Charleston, WV 25305

Re: Mountaineer Gas Company v. West Virginia American Water  
Company  
Circuit Court of Kanawha County, Civil Action No.: 25-C-143

Dear Mr. Forbes:

Please find enclosed for filing with respect to the above-referenced matter  
a **Motion to Refer Case to Business Court Division**.

Copies of this Motion have been served upon all counsel of record, the  
Circuit Clerk of Kanawha County, Judge Richard Lindsay, Judge David Hammer,  
as well as the Business Court Division.

Please feel free to contact me with any questions or comments that you  
may have with respect to this matter.

Sincerely,

R. Booth Goodwin II

Cc: All counsel of record (E-File, Civil Action No. 25-C-143)  
Honorable Richard Lindsay (E-File, Civil Action No. 25-C-143)  
Cathy Gatson, Cir. Clerk Kanawha Cty (E-File, Civil Action No. 25-C-143)  
Carol A. Miller, Exec. Dir. Business Court Division (E-File to Court)  
Tessa Bowers, Business Court Law Clerk (E-Mail & U.S. Mail)  
Honorable David Hammer (E-Mail & U.S. Mail)

**IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA**

**MOUNTAINEER GAS COMPANY,  
a West Virginia corporation,**

**Plaintiff,**

**v.**

**Civil Action No. 25-C-143  
Judge: Richard D. Lindsay**

**WEST VIRGINIA-AMERICAN WATER COMPANY,  
a West Virginia corporation.**

**Defendant.**

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**TO: THE HONORABLE CHIEF JUSTICE**

**MOTION TO REFER CASE TO BUSINESS COURT DIVISION**

Pursuant to Rule 29.06 of the West Virginia Trial Court Rules, Mountaineer Gas Company (“Mountaineer”), a West Virginia corporation, Plaintiff in Civil Action No. 25-C-143 (Circuit Court of Kanawha County) (the “South Charleston Action”), by the undersigned counsel, respectfully requests the above-styled case be referred to the Business Court Division – Region “C”, specifically to Judge David Hammer. Judge Hammer is currently presiding over a similar action filed by Mountaineer against the Defendant, West Virginia-American Water Company (“WVAW”). In further support of this Motion, Mountaineer states as follows:

This action arises out of an occurrence that has striking similarities to a matter already pending in the Business Court Division, *Mountaineer Gas Company v. West Virginia-American Water Company*, Civil Action No. 23-C-1067 (Circuit Court of Kanawha County) (the “West Side Action”). The West Side Action involves an incident that occurred on Charleston’s West Side in

which a break in a water main operated by WVAW created a high-pressure water jet that punctured a gas line operated by Mountaineer, causing the gas line to be infiltrated by water and debris, which in turn interrupted gas service. The above-captioned action—the South Charleston Action—involves the same parties and essentially the same chain of events, this time occurring in December 2024, a few miles away from the West Side in South Charleston. While the ultimate customer outage and damages were less severe in the South Charleston Action, the key facts are virtually the same: A WVAW water main ruptured and a high-pressure jet of water punctured Mountaineer’s gas line (again), filling it with water and debris, and disrupting service to Mountaineer customers. In both cases, the causes of action asserted by Mountaineer against WVAW are trespass and negligence.

Indeed, beyond transfer of this matter, some degree of coordination or consolidation of the two actions is likely appropriate, as the two actions present common issues and are anticipated to involve overlapping evidence. In order for the South Charleston Action to be transferred to Judge Hammer (who is in the best position to determine whether coordination or consolidation to some degree is appropriate), referral to the Business Court Division may first be required.<sup>1</sup> In any event, regardless of the fact a related case is pending in the Business Court Division, this action meets the criteria for referral.

### **Referral to the Business Court Division is Appropriate**

The South Charleston Action meets the criteria for referral to the Business Court Division standing alone: it presents questions regarding the duties and obligations existing between two

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<sup>1</sup> Whether Judge Hammer has the authority to order transfer and/or consolidation under Rule 42 of a matter pending in the Circuit Court without referral to the Business Court Division is an open question. *See*, “Order Denying CAMC’S Motion to Consolidate,” *Charleston Area Medical Center v. West Virginia United Health System, Inc., et al.*, Civil Action No. 22-C-359 (Circuit Court of Kanawha County, Business Court Division) (February 28, 2023).

business entities, both public utilities, with respect to the operation of facilities adjacent to one another. Both utilities are regulated by the Public Service Commission and maintain underground water and gas lines located in proximity to one another. These issues are significant to both parties and to other business entities across the state.

The Business Court is meant to exercise jurisdiction over precisely this type of “business litigation”:

- The claims involve matters of significance regarding the operations of and regulations governing business entities. Both parties, as well as other business entities operating under similar circumstances, have a vested interest in appropriate and prompt adjudication of these issues.
- The dispute presents commercial issues relating to utility operations.
- The issues involve the interplay of common law and utility regulation such that specialized knowledge and expertise, including familiarity with specific business-related legal principles, will be implicated.
- Both the parties and other business entities conducting these types of operations will appreciate the opportunity to resolve these matters in a forum particularly designed to address commercial issues.

The Business Court provides for specialized case management techniques and the judges have specialized training and experience in business principles. In addition, matters in the Business Court are assigned to both a Presiding Judge and a Resolution Judge. This assists in promoting timely decisions and opportunities for alternative dispute resolution throughout the process.

Aside from the already-referred and presently pending matter of *Mountaineer Gas Company v. West Virginia-American Water Company*, Civil Action No. 23-C-1067, the issues

presented in this matter, the South Charleston Action, are also similar to another action that was referred to the Business Court—*Covestro v. Axial Corporation, et al*, Civil Action No. 18-C-202, 203 (Circuit Court of Marshall County). *Covestro* arose from a chlorine gas leak resulting in gas migrating to and settling upon the plaintiff’s property. The plaintiff asserted various claims, including trespass and negligence, and sought to recover damages caused by the incident. Like the present action, all parties were commercial entities. This Court referred the matter to the Business Court Division on May 30, 2019, and the matter was eventually resolved.

In sum, the South Charleston Action is the exact type of action for which the Business Court was created: “[L]itigation involving commercial issues and disputes between businesses” and implicating the type of commercial or technological issues for which specialized knowledge and treatment will be helpful. W. Va. Tr. Ct. R. 29.01-04. None of the claims asserted by Mountaineer fall within the categories of civil actions that are specifically excluded from the Business Court by Rule 29.04(a). Further, the relief requested in this Motion to Refer will not prejudice WVAW and no efficiencies will be lost. No scheduling order has been entered in this case (indeed, no orders have been entered at all in this case) and no discovery has been undertaken. Referral of this matter should be granted.

**Referral directly to Judge Hammer is Appropriate**

As stated above, Judge Hammer is already presiding over the West Side Action, *Mountaineer Gas Company v. West Virginia-American Water Company*, Civil Action No. 23-C-1067. *See*, Order Granting Referral, Supreme Court Docket No. 23-710, March 6, 2024. Issues in that case involve WVAW’s water main breaking, leaking at high pressure, puncturing the gas line, and filling Mountaineer’s low-pressure system with water and debris. A central issue in the West Side Action is the manner of WVAW’s response to the main break and the significant amount of

time WVAW took to control the flow of its water. Indeed, it is clear in that matter that it took *many hours* for WVAW to access and operate water valves to get the flow of its water under control—all the while, its water main's jet-stream of water filled the gas system with thousands and thousands of gallons of water.

The same issues are present in the subject South Charleston Action. As alleged in the Complaint, the action stems from essentially the same chain of events: A WVAW water main ruptured and a high-pressure jet of water punctured Mountaineer's line (again), filling it with water and debris, and disrupting service to Mountaineer customers. Ex. A at ¶¶ 9-15. In the South Charleston situation, WVAW permitted its main to leak large volumes of water for at least two days before the jet stream finally punctured the gas line. Questions regarding the timing of the water main break and the ultimate puncture of the gas line are pertinent in both cases. Importantly, in South Charleston, once WVAW decided to try to control the flow of water, it was able to access the service main valve and control the flow of water. This fact—that WVAW was able to locate and operate service main valves—illustrates the significance of the failures to do the same in the West Side outage litigation.

The actions present similar issues regarding the respective duties of each utility in this scenario, including the water company's responsibility to avoid damaging adjacent utility lines and its duties when responding to water main breaks in the vicinity of natural gas lines. Indeed, the pleadings in both actions—claims and defenses—are virtually carbon copies.

Not surprisingly, company policies, procedures, and witnesses overlap to a substantial degree. The incidents occurred in Charleston and South Charleston, and the facilities and operations involved fall under the auspices of the same office for Mountaineer. Presumably the same holds true for WVAW. The parties' respective policies relating to matters such as the location

of lines in proximity to other lines, leak detection and monitoring, and response are generally the same for both matters. As such, the company witnesses and representatives designated under Rule 30(b)(6) may be the same for both parties. Likewise, both parties will likely designate at least some of the same expert witnesses in both actions, and the experts' general opinions will likely overlap in both cases.

Given this commonality and the overlapping questions of fact and law, the South Charleston Action should, upon referral, be assigned to Judge Hammer, who then will be in a position to determine how the pretrial proceedings in both actions should be coordinated or consolidated.

### **CONCLUSION**

The Business Court, which offers the benefit of both a Presiding Judge and a Resolution Judge, is particularly well-suited to manage the South Charleston Action to achieve resolution in a timely and efficient manner. Such prompt resolution is of particular importance under the specific circumstances of this case. The Business Court was designed precisely for cases like this one. Indeed, as explained in detail above, a similar matter (the West Side Action) is already pending in the Business Court Division before Judge Hammer. Further, given the myriad similarities, Mountaineer submits that these matters should both be before Judge Hammer to permit His Honor to decide the issues related to potential coordination or consolidation.

A copy of the Complaint for the South Charleston Action, Civil Action No. 25-C-143, is attached as Exhibit A, a copy of WVAW's Answer is attached as Exhibit B, and a copy of the Docket Sheet is attached as Exhibit C pursuant to W. Va. Tr. Ct. R. 29.06(a)(1).

**WHEREFORE,** Mountaineer respectfully moves this Court, pursuant to W. Va. Trial Court Rule 29, to refer this case to the Business Court Division – Region “C”, specifically to Judge David Hammer, and for such further relief the Court may deem appropriate.

Respectfully submitted, this 24th day of March 2025.

**MOUNTAINEER GAS COMPANY,**

By Counsel:

/s/ R. Booth Goodwin II

R. Booth Goodwin II (WVSB #7165)

Benjamin B. Ware (WVSB #10008)

Richard D. Owen (WVSB #2794)

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**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**

**MOUNTAINEER GAS COMPANY,  
a West Virginia corporation,**

**Plaintiff,**

**v.**

**Civil Action No.:** \_\_\_\_\_

**Judge:** \_\_\_\_\_

**WEST VIRGINIA-AMERICAN WATER COMPANY,  
a West Virginia corporation.**

**COMPLAINT**

Plaintiff, Mountaineer Gas Company (“Mountaineer” or “Gas Company”), by and through its undersigned counsel, files this Complaint against Defendant, West Virginia-American Water Company (“WVAW” or “Water Company”).

These claims arise from the rupture of a high-pressure water main owned and operated by WVAW in South Charleston, West Virginia. Due to the pressure in WVAW’s water main, water was expelled from the main with such force that the water punctured a gas pipeline owned and operated by Mountaineer. Water then flowed into Mountaineer’s Gas Distribution Pipelines, resulting in an interruption in gas service to Mountaineer’s customers.<sup>1</sup>

In support of its Complaint, Mountaineer states and alleges as follows:

1. Mountaineer is a corporation organized and existing under the laws of the State of West Virginia with its headquarters in Charleston, West Virginia.

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<sup>1</sup> The terms “Mountaineer’s Gas Distribution Pipelines” and “Mountaineer’s Gas Distribution System” both include all Gas Company owned pipelines, which may be referred to using a variety of gas industry terms, including but not limited to - distribution lines, mainlines, taps, service pipes, customer service pipe, pipelines, pipes, or lines etc.

2. WVAW is a corporation organized and existing under the laws of the State of West Virginia with its headquarters in Charleston, West Virginia.

3. Mountaineer and WVAW both maintain and conduct operations in South Charleston, Kanawha County, West Virginia.

4. Some or all of the acts and omissions giving rise to the claims asserted herein occurred in Kanawha County, West Virginia.

5. Venue is appropriate in the Circuit Court of Kanawha County.

### **FACTS**

6. All paragraphs previously alleged are incorporated by reference as though fully stated herein.

7. Mountaineer owns and operates a regulated for-profit local gas distribution utility serving the City of South Charleston, West Virginia, among other areas. As part of its operations, Mountaineer maintains underground pipelines through which natural gas is transported and delivered to residences and businesses.

8. WVAW operates a regulated for-profit utility that supplies water, serving the City of South Charleston, West Virginia, among other areas. As part of its operations, WVAW maintains underground pipelines through which water is transported and delivered to residences and businesses.

9. In some areas of the City of South Charleston, including Thomas Road, Mountaineer's gas pipelines and WVAW's water lines are located in the same vicinity in underground trenches.

10. At an unknown date and time, on or before December 6, 2024, a WVAW water main located on Thomas Road in South Charleston ruptured. Because the water in this line is

highly pressurized, water erupted from the rupture point and spewed out of the main at enormous pressure. This flow of water came into contact with Mountaineer's gas line buried in the vicinity of the water main.

11. Upon information and belief, the City of South Charleston reported a water main leak to WVAW. A Water Company crew arrived on Thomas Road on Friday, December 6, 2024, investigated, marked the water line with paint and set out cones. The crew then left the area.

12. At some point after the water main ruptured, the pressurized flow of water cut into Mountaineer's gas line adjacent to the point of rupture and water infiltrated Mountaineer's gas lines. As a result, significant volumes of WVAW's water and debris continuously flowed into Mountaineer's Gas Distribution Pipelines.

13. The infiltration of water and debris into the gas line and distribution system interfered with the flow of gas and in turn interrupted service to Mountaineer customers. Mountaineer was first notified of service outages on Sunday, December 8, 2024. A Mountaineer crew responded that same day.

14. WVAW was also notified of the resulting gas outage on December 8, but did not return to the area until Monday morning, December 9, 2024. Although the leak location had been identified by a WVAW crew on Friday, December 6, WVAW permitted the rupture to go unrepaired until Monday, December 9.

15. In addition to the loss of service to Mountaineer customers, the flow of water from the water main rupture into the gas distribution system also caused damage to Mountaineer's gas lines. Mountaineer has incurred expenses in excess of \$13,000 to repair its lines and expects it will continue to incur expenses as a result of the incident. Further, Mountaineer faces potential claims from affected customers and future costs associated with repairs to the affected lines.

**COUNT ONE**  
**NEGLIGENCE**

16. All paragraphs previously alleged are incorporated by reference as though fully stated herein.

14. WVAW has a duty to exercise reasonable care in its operations, including maintaining its pipe, controlling the flow of WVAW water, and monitoring its pipeline system to detect leaks, ruptures, and other malfunctions.

15. Upon information and belief, WVAW failed to exercise reasonable care with respect to the occurrence referred to herein, including failure to prevent pipe rupture, failure to discover the occurrence in a reasonable time, failure to make repairs in a reasonable and timely manner, and failure to notify Mountaineer in a reasonable and timely manner.

16. As a direct and proximate result of WVAW's acts and omissions as alleged herein, Mountaineer's facilities were damaged and its operations adversely affected, which in turn caused the damages and losses as alleged herein.

**COUNT TWO**  
**TRESPASS**

17. All paragraphs previously alleged are incorporated by reference as though fully stated herein.

26. The rupture of Mountaineer's Gas Distribution Pipelines, as well as the presence of water in Mountaineer's pipeline, constitutes a trespass on Mountaineer's property committed by WVAW.

27. As a consequence of such trespass, Mountaineer has suffered damages as alleged herein.

**WHEREFORE**, Plaintiff, Mountaineer Gas Company, demands judgment against Defendant, West Virginia-American Water Company, for (a) compensatory damages in such amount as may be proven, including without limitation costs for repairs to its facilities, costs associated with purging water from all gas lines appurtenant to Mountaineer's facilities, and costs associated with utilizing emergency work crews, among others; (b) costs associated with damage claims by customers affected by the outage; (c) attorney's fees and costs incurred in this proceeding; and (d) such further relief as the Court deems appropriate.

**A JURY TRIAL IS DEMANDED.**

**MOUNTAINEER GAS COMPANY,**

By Counsel:

/s/ R. Booth Goodwin II

R. Booth Goodwin II (WVSB 7165)

Benjamin B. Ware (WVSB #10008)

Richard D. Owen (WVSB #2794)

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**IN THE CIRCUIT COURT OF KANAWHA COUNTY WEST VIRGINIA**

**MOUNTAINEER GAS COMPANY,  
a West Virginia corporation,**

**Plaintiff,**

**v.**

Civil Action No. 25-C-143  
Hon. Richard D. Lindsay

**WEST VIRGINIA-AMERICAN WATER  
COMPANY, a West Virginia corporation,**

**Defendant.**

**WEST VIRGINIA-AMERICAN WATER COMPANY'S  
ANSWER TO THE COMPLAINT**

West Virginia-American Water Company ("WVAWC"), by and through undersigned counsel, answering the Complaint filed by Mountaineer Gas Company ("MGC"), states as follows:

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Answering the unnumbered paragraph at the beginning of the Complaint, WVAWC states that the conclusory commentary on the nature and reason for bringing this suit does not require a response. To the extent a response is deemed to be required, WVAWC denies all allegations against it. As to the remainder of the allegations contained in the introductory paragraph (including footnote 1), WVAWC is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and demands strict proof thereof.

1. Answering Paragraph 1 of the Complaint, WVAWC admits the allegations contained therein.

2. Answering Paragraph 2 of the Complaint, WVAWC admits the allegations contained therein.

**EXHIBIT B**

3. Answering Paragraph 3 of the Complaint, WVAWC admits the allegations contained therein.

4. Answering Paragraph 4 of the Complaint, WVAWC admits the allegations contained therein.

5. Answering Paragraph 5 of the Complaint, WVAWC states that Paragraph 5 sets forth a legal conclusion to which no response is required. To the extent a response is deemed required, WVAWC denies the allegations contained therein.

### **Facts**

6. Answering Paragraph 6 of the Complaint, WVAWC incorporates its Answers to the preceding paragraphs as if fully set forth herein.

7. Answering Paragraph 7 of the Complaint, WVAWC admits the allegations contained therein.

8. Answering Paragraph 8 of the Complaint, WVAWC admits the allegations contained therein.

9. Answering Paragraph 9 of the Complaint, WVAWC states that it is without knowledge or information sufficient to form a belief as to the truth as to the allegations contained therein and therefore denies the same and demands strict proof thereof.

10. Answering Paragraph 10 of the Complaint, WVAWC admits that its water main located on Thomas Road in South Charleston developed a leak in December 2024. Defendant states that it is without knowledge or information sufficient to form a belief as to the truth as to the remaining allegations contained in Paragraph 10 and therefore denies the same and demands strict proof thereof.

11. Answering Paragraph 11 of the Complaint, WVAWC denies the allegations contained therein.

12. Answering Paragraph 12 of the Complaint, WVAWC states that it is without knowledge or information sufficient to form a belief as to the truth as to the allegations contained therein and therefore denies the same and demands strict proof thereof.

13. Answering Paragraph 13 of the Complaint, WVAWC is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies the same and demands strict proof thereof.

14. Answering Paragraph 14 of the Complaint, WVAWC denies the allegations contained therein.

15. Answering Paragraph 15 of the Complaint, WVAWC denies the allegations contained therein.

**Count One  
Negligence**

16. Answering Paragraph 16 of the Complaint, WVAWC incorporates its Answers to the preceding paragraphs as if fully set forth herein.

14. Answering the Second Paragraph 14 of the Complaint,<sup>1</sup> WVAWC states that Second Paragraph 14 sets forth MGC's interpretation of applicable care and thus no response is required. To the extent a response is deemed required, WVAWC denies the allegations contained therein.

15. Answering the Second Paragraph 15 of the Complaint, WVAWC denies the allegations contained therein.

16. Answering the Second Paragraph 16 of the Complaint, WVAWC denies the allegations contained therein.

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<sup>1</sup> To assist in review, WVAWC maintains the incorrect numbering used by MGC in the Complaint.



**Count Two  
Trespass**

17. Answering Paragraph 17 of the Complaint, WVAWC incorporates its Answers to the preceding paragraphs as if fully set forth herein.

26. Answering Paragraph 26 of the Complaint,<sup>2</sup> WVAWC denies the allegations contained therein.

27. Answering Paragraph 27 of the Complaint, WVAWC denies the allegations contained therein.

**Prayer for Relief and Demand for Jury Trial**

Answering the Prayer for Relief, WVAWC denies that MGC is entitled to the relief requested therein or any other relief from WVAWC in any amount.

**THIRD DEFENSE**

Each and every allegation contained in the Complaint that is not specifically admitted herein is expressly denied. Furthermore, WVAWC denies it is liable to MGC for any sum.

**FOURTH DEFENSE**

WVAWC expressly denies that it owed any duty to MGC in connection with the matters alleged in the Complaint or, if any such duty is found to have existed, that WVAWC breached or otherwise violated any duty owed to MGC in any manner that caused or contributed to the damages and losses alleged in the Complaint.

**FIFTH DEFENSE**

WVAWC asserts that any injuries or damages alleged by MGC were solely or proximately caused by independent, intervening, or superseding causes, including acts or omissions of other

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<sup>2</sup> As mentioned above, WVAW maintains the incorrect paragraph numbering used by MGC including the omission of paragraphs 18 through 25.

parties over whom WVAWC had no control or right of control, and events that were unrelated to any conduct of WVAWC. Such actions relieve WVAWC of any liability to MGC.

#### **SIXTH DEFENSE**

WVAWC asserts the defense of comparative fault, including the doctrines of comparative negligence and assumption of risk, and any judgment in Plaintiff's favor is barred or must be reduced under these doctrines.

#### **SEVENTH DEFENSE**

All conduct and activities of WVAWC, as alleged in the Complaint, conformed to any applicable statutes, government regulations, government-issued permits, and industry standards based upon the state of knowledge at the time alleged in the Complaint and/or were taken at the specific direction of or in conjunction with or with approval or ratification by federal, state, and/or local governmental authorities.

#### **EIGHTH DEFENSE**

The claims may be barred, in whole or in part, by MGC's failure to mitigate its alleged damages.

#### **NINTH DEFENSE**

WVAWC is not liable for trespass because any entry onto the property was unintentional, non-negligent, and involved no extra-hazardous activity.

#### **TENTH DEFENSE**

To the extent supported by the facts and circumstances of this case, WVAWC asserts all affirmative defenses envisioned in Rules 8 and 12 of the West Virginia Rules of Civil Procedure.

**ELEVENTH DEFENSE**

Some or all of the claims may be subject to the primary jurisdiction of the Public Service Commission of West Virginia such that they are barred in whole or in part.

**TWELFTH DEFENSE**

WVAWC is not legally liable to MGC for any amounts it has paid to resolve customer claims against MGC.

**THIRTEENTH DEFENSE**

WVAWC is not liable to MGC for its speculative assertion of future costs associated with repairs of the lines allegedly impacted by the December 2024 leak in the vicinity of Thomas Road.

**FOURTEENTH DEFENSE**

WVAWC reserves the right to amend its answer to include additional affirmative defenses should discovery and investigation reveal such further affirmative defenses.

WHEREFORE, Defendant West Virginia-American Water Company hereby denies any liability for damages and having fully answered the allegations in the Complaint, states that MGC is not entitled to the prayed-for relief, or for any other relief, and prays that the Complaint in this action be dismissed and for any other relief this Court deems just and appropriate. A jury trial is demanded.

**WEST VIRGINIA-AMERICAN WATER  
COMPANY,**

By: /s/ Marc E. Williams

Marc E. Williams, Esq. (WVSBN 4062)  
Robert L. Massie, Esq. (WVSBN 5743)  
Alexander C. Frampton, Esq. (WVSBN 13398)  
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**COUNSEL FOR DEFENDANT  
WEST VIRGINIA-AMERICAN WATER COMPANY**

**IN THE CIRCUIT COURT OF KANAWHA COUNTY WEST VIRGINIA**

**MOUNTAINEER GAS COMPANY,  
a West Virginia corporation,**

**Plaintiff,**

**v.**

Civil Action No. 25-C-143  
Hon. Richard D. Lindsay

**WEST VIRGINIA-AMERICAN WATER  
COMPANY, a West Virginia corporation,**

**Defendant.**

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that on this 11th day of March, 2025 he served the foregoing **WEST VIRGINIA-AMERICAN WATER COMPANY'S ANSWER TO THE COMPLAINT** on all known counsel of record as noted below, via the West Virginia E-File system which will send electronic notification of said filing:

R. Booth Goodwin, Esq.  
Benjamin B. Ware, Esq.  
Richard D. Owen, Esq.  
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***Counsel for Plaintiff, Mountaineer Gas Company***

/s/ Marc E. Williams  
Marc E. Williams (WVSN 4062)

# Case Docket Entries

CC-20-2025-C-143

Court: **Circuit** County: **20 - Kanawha** Created Date: **2/3/2025** Security Level: **Public**  
 Judge: **Richard D. Lindsay** Case Type: **Civil** Case Sub-Type: **Other** Status: **Open**

Related Cases:

Style: **Mountaineer Gas Company, a West Virginia corporation v. West Virginia-American Water Company, a West Virginia corporation**

	<u>Entered Date</u>	<u>Event</u>	<u>Ref. Code</u>	<u>Description</u>
1	2/3/2025 5:25:36 PM	E-Filed		Complaint
	1-1 2/3/2025	Civil Case Information Statement		
	1-2 2/3/2025	Complaint - COMPLAINT		
	1-3 2/3/2025	Transmittal		
	1-4 2/3/2025	Summons		
2	2/3/2025 5:25:36 PM	Judge Assigned	J-20021	Richard D. Lindsay
3	2/3/2025 5:25:36 PM	Party Added	P-001	Mountaineer Gas Company, a West Virginia corporation
4	2/3/2025 5:25:36 PM	Party Added	D-001	West Virginia-American Water Company, a West Virginia corporation
5	2/3/2025 5:25:36 PM	Attorney Listed	P-001	A-7165 - R. Booth Goodwin, II
6	2/3/2025 5:25:36 PM	Service Requested	D-001	Secretary of State - Certified - Including Copy Fee
7	2/4/2025 9:46:40 AM	Attorney Listed	P-001	A-10008 - Benjamin Burdette Ware
8	2/4/2025 9:46:53 AM	Attorney Listed	P-001	A-2794 - Richard D. Owen
9	2/25/2025 2:36:08 PM	E-Docketed		Supporting Documents - ACCEPTANCE OF SERVICE FROM SECRETARY OF STATE AS TO WV AMERICAN WATER COMPANY
	9-1 2/25/2025	Supporting Document - ACCEPTANCE OF SERVICE FROM SECRETARY OF STATE AS TO WV AMERICAN WATER COMPANY		
	9-2 2/25/2025	Transmittal		
10	3/11/2025 10:32:08 AM	E-Filed		Answer - Complaint Denied
	10-1 3/11/2025	Civil Case Information Statement		
	10-2 3/11/2025	Answer - West Virginia-American Water Company's Answer to the Complaint		
	10-3 3/11/2025	Transmittal		
11	3/11/2025 10:32:08 AM	Attorney Listed	D-001	A-4062 - Marc E. Williams
12	3/11/2025 10:32:08 AM	Attorney Listed	D-001	A-5743 - Robert L. Massie
13	3/11/2025 10:32:08 AM	Attorney Listed	D-001	A-13398 - Alexander Chesney Frampton

EXHIBIT C

**IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA**

**MOUNTAINEER GAS COMPANY,  
a West Virginia corporation,**

**Plaintiff,**

**v.**

**Civil Action No. 25-C-143  
Judge: Richard D. Lindsay**

**WEST VIRGINIA-AMERICAN WATER COMPANY,  
a West Virginia corporation.**

**Defendant.**

**CERTIFICATE OF SERVICE**

I, R. Booth Goodwin II, hereby certify that on this 24th day of March, 2025, a true copy of the foregoing **Motion to Refer Case to the Business Court Division** was sent via the West Virginia FileAndServeXpress or E-Filing notification systems, electronic mail or U.S. Mail (as indicated below) upon the following counsel of record and other interested parties:

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/s/ R. Booth Goodwin II

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