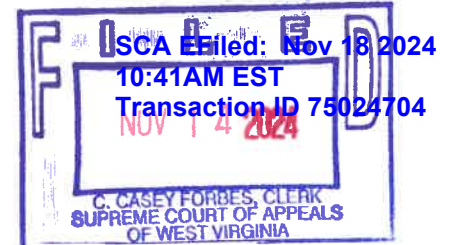


**UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT**

1100 East Main Street, Suite 501  
Richmond, Virginia 23219-3517  
[www.ca4.uscourts.gov](http://www.ca4.uscourts.gov)



July 19, 2024

Supreme Court of Appeals of West Virginia  
1900 Kanawha Boulevard East  
Charleston, WV 25305

No. 23-1873, Corotoman, Inc. v. Central West Virginia Regional  
Airport Authority  
2:21-cv-00545

Dear Mr. Forbes:

Enclosed is a certified copy of this court's order/opinion certifying a question of law to the Supreme Court of Appeals of West Virginia.

A copy of this court's public docket is also enclosed. Copies of all public documents filed on appeal are available through the Court's PACER site at: <https://ecf.ca4.uscourts.gov> under the above-referenced docket number.

Please feel free to contact me if you need additional documents.

Sincerely,

/s/ Jeffrey S. Neal  
Deputy Clerk

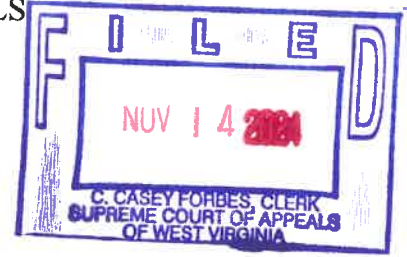
Copies: Katharine Wood Batchelor  
Katrina Noel Bowers  
Melissa G. Foster Bird  
Scott Crissman Harris  
Lucy Noble Inman  
Rory L. Perry II  
Austin Drake Rogers  
Mychal Sommer Schulz  
Mark Russell Sigmon

**UNPUBLISHED**UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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No. 23-1873

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COROTOMAN, INC.,

Plaintiff - Appellant,

v.

CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY, INC.,

Defendant - Appellant.

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Appeal from the United States District Court for the Southern District of West Virginia, at Charleston. Irene C. Berger, District Judge. (2:21-cv-00545)

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Argued: May 7, 2024

Decided: July 19, 2024

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Before GREGORY, HEYTENS, and BENJAMIN, Circuit Judges.

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Question certified to the Supreme Court of Appeals of West Virginia by unpublished order. Judge Gregory directed entry of the order with the concurrences of Judge Heytens and Judge Benjamin.

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**ARGUED:** Mark Russell Sigmon, MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, Raleigh, North Carolina, for Appellant. Mychal Sommer Schulz, BABST, CALLAND, CLEMENTS, ZOMNIR, P.C., Charleston, West Virginia, for Appellee. **ON BRIEF:** Lucy N. Inman, Scott C. Harris, Katharine W. Batchelor, MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, Raleigh, North Carolina, for Appellant. Austin D. Rogers, BABST CALLAND, P.C., Charleston, West Virginia; Melissa Foster Bird, NELSON MULLINS RILEY & SCARBOROUGH LLP, Huntington, West Virginia, for Appellee.

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O R D E R

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GREGORY, Circuit Judge:

The United States Court of Appeals for the Fourth Circuit, availing itself of the privilege afforded by the State of West Virginia through the Uniform Certification of Questions of Law Act, West Virginia Code § § 51-1A-1 to 51-1A-13, hereby requests that the Supreme Court of Appeals of West Virginia exercise its discretion to resolve a certified question of law. Pursuant to West Virginia Code § 51-1A-6(a)(1), we identify the “question of law to be answered” as:

Whether, in the appropriate case, West Virginia courts would apply the gross disproportionality rule to limit an injured party’s damages in a breach of a construction contract dispute; and, if so, how gross disproportionality is calculated, which party (the breaching party or the injured party) bears the burden of proving gross disproportionality and the specific amount of the alternative form of damages, and what is the consequence of that party failing to meet its burden.

Resolution of this question is outcome determinative in the present appeal, as the appropriate award of damages is conclusively resolved by the applicability of the gross disproportionality rule and the burden of proof if the rule applies. And, in our view, there is no controlling court decision, constitutional provision, or statute of West Virginia answering this question, rendering it appropriate for certification. *See* W. Va. Code § 51--1A-3; *Grattan v. Bd. of Sch. of Comm’rs of Balt. City*, 805 F.2d 1160, 1164 (4th Cir. 1986) (explaining that certification is appropriate where this Court is “required to address a novel issue of local law which is determinative in the case”). We acknowledge that the Supreme Court of

Appeals of West Virginia “may reformulate the question.” § 51-1A-6(a)(3). Accordingly, we exercise our discretion to sua sponte certify a question of state law. *See Shears v. Ethicon, Inc.*, 64 F.4th 556, 563 (4th Cir. 2023).

I.

The Central West Virginia Regional Airport Authority operates the Yeager Airport in Charleston, West Virginia. In the mid-2000s, the Airport Authority decided to remove a large hill (which the parties refer to as a knoll) at the end of the airport’s runway. J.A. 3234–35.<sup>1</sup> Because of the knoll’s location, airplanes approaching or departing the runway had to change elevation very quickly, which was costly and more difficult than ascending or descending at the usual rate. J.A. 3183. The Airport Authority obtained grants from the Federal Aviation Administration (FAA) to acquire the property that would be affected by the project and to complete the construction work to remove the knoll. J.A. 3237–39. Corotoman, Inc., owned some of the property that the Airport Authority sought to acquire. J.A. 1988.

To avoid costly and time-consuming condemnation proceedings, the Airport Authority aimed to acquire the property voluntarily. J.A. 3240–41. Before making an offer to Corotoman, however, it retained Zdrojewski & Company to conduct an appraisal of the property in late 2010. J.A. 3952–53. The Zdrojewski appraisal determined that the value of the property at the time was \$180,000. J.A. 1814.

The Airport Authority offered Corotoman \$260,125 for the property. J.A. 3211–13. Corotoman’s president, John Wellford, rejected the offer. J.A. 3245. Instead, the

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<sup>1</sup> Citations to the “J.A” refer to the Joint Appendix filed by the parties in this appeal.

parties negotiated an agreement under which, among other things, the Airport Authority would be allowed to enter Corotoman's land to remove the knoll, and, after the knoll had been removed, the Airport Authority would overblast the land to further decrease the elevation to 35 feet below the ground level established by removing the knoll. I.A. 445, 453–54. Overblasting is a process by which holes are drilled to the required depth (here 35 feet), explosives are placed into the holes, the explosives are detonated to loosen the land, and the loose material is subsequently removed and carted off. I.A. 2366, 2372–73, 3757. The overblasting requirement was to Corotoman's benefit because the overblasted land would be flatter and thus easier to develop; the requirement was not related to or necessary for preventing interference with airplane trajectories arriving at or departing from the airport. The overblast would happen after the knoll removal on the land where the knoll had been when the elevation was already low enough so as not to interfere with the approaching and departing airplanes.

With respect to damages, the agreement between the parties provided that

in the event of a breach occurring after commencement of the Project, Corotoman may, in its discretion and as the circumstances reasonably dictate, revoke the License granted herein and/or seek the greater of either (1) actual, compensatory, consequential, and/or incidental damages or (2) liquidated damages in the amount of ten thousand dollars (\$10,000.00) per breach.

I.A. 457.

The knoll-removal project was completed per the Airport Authority's requirements, but the overblast was never done. I.A. 2866. Corotoman filed suit against the Airport

Authority in 2019, alleging breach of contract.<sup>2</sup> J.A. 18. In January 2022, the district court granted Corotoman's motion for partial summary judgment, concluding that the undisputed facts established that the Airport Authority had breached the agreement by failing to overblast the land, and that no valid defenses excused the breach. J.A. 2874.

In lieu of a bench trial in open court on the issue of damages, the parties filed written submissions and evidence. J.A. 5118. These included an expert report from each party regarding the cost to complete the overblast. J.A. 5122. Corotoman's expert opined that the overblast would cost \$14,659,351. *Id.* The Airport Authority's expert opined that Corotoman's expert had overestimated the costs of removing the blasted material and thus estimated the total cost to be \$4,381,080. *Id.* The district court concluded that this cost to complete was grossly disproportionate to the value of the property, which it approximated based on the 2010 Zdrojewski appraisal. But the district court conceded that it could not establish the current value of the property because the appraisal was "too outdated, both in terms of current property values and the current condition of the property." J.A. 5131. It held that awarding cost-to-complete damages (damages in the amount that it would cost to complete the outstanding work, here, the overblast) would "serve only to penalize the Airport Authority and act as a windfall to Corotoman, rather than placing Corotoman in the position it would be in absent the breach." J.A. 5132. Thus, it concluded that

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<sup>2</sup> The suit was filed and jurisdiction was proper in federal court under 28 U.S.C. § 1334(b) because Corotoman originally filed this case as an adversary proceeding in its Chapter 11 bankruptcy, and this claim directly affects the bankruptcy estate. We have jurisdiction under 28 U.S.C. § 1291 over the district court's final judgment, which it issued on July 28, 2023.

Corotoman was entitled only to diminution-in-value damages (damages in the amount that the property value decreases as a result of the breach). *Id.* Finding that “the record is devoid of any evidence that would allow the Court to determine the diminution in value caused by the Airport Authority’s breach,” it further held that Corotoman had failed to meet its burden to prove damages beyond mere speculation and was thus entitled only to nominal damages. LA 5135. Corotoman timely appealed and argued before this Court that the district court erred in not awarding cost-to-complete damages.

## II.

Under West Virginia law, “[a] claim for breach of contract requires proof of the formation of a contract, a breach of the terms of that contract, and resulting damages.” *Sneberger v. Morrison*, 776 S.E.2d 156, 171 (W. Va. 2015). Only the question of damages is at issue in this appeal. “As a general rule, the proper measure of damages in such cases involving building contracts is the cost of repairing the defects or completing the work and placing the construction in the condition it should have been in if properly done under the agreement contained in the building contract.” *Steinbrecher v. Jones*, 153 S.E.2d 295, 304 (W. Va. 1967). But many states have an exception to this default rule: the injured party may not recover cost to complete damages if those damages would be grossly disproportionate to the value that the uncompleted work adds to the property. *See, e.g., Nichols Const. Corp. v. Va. Machine Tool Co.*, 661 S.E.2d 467, 473 (Va. 2008); *Panorama Vill. Homeowner’s Ass’n v. Golden Rule Roofing, Inc.*, 10 P.3d 417, 422 (Wash. App.

2000); *Andrulis v. Levin Const. Corp.*, 628 A.2d 197, 206–08 (Md. 1993). This exception is called the gross disproportionality rule.

The district court applied the gross disproportionality rule to this case and then concluded that Corotoman was entitled only to nominal damages because the record was devoid of evidence of the diminution in value resulting from the Airport Authority's breach. The question before us is whether the district court erred in applying the gross disproportionality rule, and, if not, to which party's detriment the lack of evidence in the record inures.

The Airport Authority argues that West Virginia courts have expressly recognized the gross disproportionality rule and points to two cases. *See* Resp. Br. at 21 (citing *Steinbrecher*, 153 S.E.2d at 304; *Trenton Constr. Co. v. Straub*, 310 S.E.2d 496, 499 (W. Va. 1983)). Contrary to the Airport Authority's contention, however, these cases do not actually enshrine the gross disproportionality rule in West Virginia law. In *Steinbrecher v. Jones*, the court stated only that the gross disproportionality rule, recognized in "some states," was "not involved under the facts presented by the evidence produced at the trial held in this present case, so [the court did] not need to discuss it." 153 S.E.2d at 304. And in *Trenton Construction Co. v. Straub*, the court cited its discussion in *Steinbrecher* and again concluded that the gross disproportionality rule was "not involved under the facts presented at trial" because the cost was "clearly not disproportionate to the value of the Straubs' home and the trial court was correct in applying the cost of repair rule." 310 S.E.2d at 499. Neither case can fairly be read as resolving the applicability of the gross disproportionality rule under West Virginia law.



We thus face the novel local-law question of whether West Virginia courts would apply the gross disproportionality rule in the appropriate case and, if so, how disproportionality is calculated, which party bears the burden of proving gross disproportionality and the specific amount of the alternative form of damages, and what consequences follow if that party fails to meet its burden. Because the answer is “determinative” in this appeal and “there is no controlling appellate decision, constitutional provision or statute” of West Virginia, certification is appropriate. § 51-1A-3.

### III.

In light of the foregoing, pursuant to the privilege made available to this Court by the West Virginia Uniform Certification of Questions of Law Act, it is hereby ORDERED:

- (1) That the question set forth herein be certified to the Supreme Court of Appeals of West Virginia for resolution;
- (2) That the Clerk of this Court transmit to the Supreme Court of Appeals of West Virginia, under the official seal of this Court, a copy of this Order of Certification; and
- (3) That the Clerk of this Court provide the original or copies of all or such portions of the record before this Court as may be requested by the Supreme Court of Appeals of West Virginia, with any and all such requests being effective upon notification by ordinary means from the Clerk of the Supreme Court of Appeals.

Pursuant to West Virginia Code § 51-1A-6(a)(4), we note that all of the parties in this matter are represented by counsel, and the names and addresses of counsel of record for the parties are:

*Counsel for the Plaintiff, Corotoman, Inc.:*

Katharine Wood Batchelor  
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*Counsel for the Defendant, Central West Virginia Regional Airport Authority, Inc.:*

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Mychal Sommer Schulz  
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& SCARBOROUGH, LLP  
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949 3rd Avenue  
Huntington, WV 25701

This Order of Certification is entered by Judge Gregory, with the concurrences of Judge Heytens and Judge Benjamin.

*QUESTION CERTIFIED*

A True Copy, Teste  
Nwamaka Anowi, Clerk  
BY: Jeffrey S. Neal  
Deputy Clerk

FOR THE COURT:



Roger L. Gregory  
United States Circuit Judge

## General Docket

## United States Court of Appeals for the Fourth Circuit

**Court of Appeals Docket #:** 23-1873**Docketed:****Nature of Suit:** 3423 Bankruptcy Withdrawal 28 USC 157

08/22/2023

Corotoman, Inc. v. Central West Virginia Regional Airport Authority

**Appeal From:** United States District Court for the Southern District of West Virginia at Charleston**Fee Status:** fee paid**Case Type Information:**

- 1) Civil Private
- 2) private
- 3) null

**Originating Court Information:****District:** 0425-2 : 2:21-cv-00545**Court Reporter:** Lisa Stewart Cook, Official Court Reporter  
(Inactive)**Court Reporter:** Lynn Cooper, Court Reporter Coordinator**Presiding Judge:** Irene C. Berger, U. S. District Court Judge**Ordering Judge:** Omar Jawdat Aboulhosn, U. S. Magistrate  
Judge**Date Filed:** 09/24/2021**Date Order/Judgment:****Date Order/Judgment EOD:****Date NOA  
Filed:****Date Rec'd  
COA:**

07/27/2023

07/27/2023

08/18/2023

08/18/2023

07/28/2023

07/28/2023

**Prior Cases:**

None

**Current Cases:**

None

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Plaintiff - Appellant

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[COR NTC Retained]

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Defendant - Appellee

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COROTOMAN, INC.

Plaintiff - Appellant

v.

CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY, INC.

Defendant - Appellee

08/22/2023	<u>1</u>	Case docketed. Originating case number: 2:21-cv-00545. Case manager: Jeff Neal. [1001425053] [23-1873] JSN [Entered: 08/22/2023 12:26 PM]
08/22/2023	<u>2</u>	DOCKETING NOTICE issued Re: [ <u>1</u> ] case. Originating case number: 2:21-cv-00545. Mailed to: Melissa Bird, Alexander Frampton, James Wright. [1001425143] [23-1873] JSN [Entered: 08/22/2023 01:51 PM]
08/23/2023	<u>3</u>	APPEARANCE OF COUNSEL by Lucy Inman for Corotoman, Inc.. [1001425888] [23-1873] Lucy Inman [Entered: 08/23/2023 11:43 AM]
08/23/2023	<u>4</u>	APPEARANCE OF COUNSEL by Mark Sigmon for Corotoman, Inc.. [1001425916] [23-1873] Mark Sigmon [Entered: 08/23/2023 12:10 PM]
09/05/2023	<u>5</u>	APPEARANCE OF COUNSEL by Melissa Foster Bird for Central West Virginia Regional Airport Authority, Inc.. [1001433494] [23-1873] Melissa Foster Bird [Entered: 09/05/2023 04:35 PM]
09/05/2023	<u>6</u>	APPEARANCE OF COUNSEL by Katrina N. Bowers for Central West Virginia Regional Airport Authority, Inc.. [1001433516] [23-1873] Katrina Bowers [Entered: 09/05/2023 04:44 PM]
09/05/2023	<u>7</u>	DISCLOSURE STATEMENT by Central West Virginia Regional Airport Authority, Inc.. Was any question on Disclosure Form answered yes? No [1001433522] [23-1873] Katrina Bowers [Entered: 09/05/2023 04:47 PM]
09/05/2023	<u>8</u>	DISCLOSURE STATEMENT by Corotoman, Inc.. Was any question on Disclosure Form answered yes? Yes [1001433551] [23-1873] Mark Sigmon [Entered: 09/05/2023 05:28 PM]
09/05/2023	<u>9</u>	DOCKETING STATEMENT by Corotoman, Inc... [1001433552] [23-1873] Mark Sigmon [Entered: 09/05/2023 05:32 PM]
09/05/2023	<u>10</u>	APPEARANCE OF COUNSEL by Mychal S. Schulz for Central West Virginia Regional Airport Authority, Inc.. [1001433584] [23-1873] Mychal Schulz [Entered: 09/05/2023 09:57 PM]
09/06/2023	11	Attorney Alexander Chesney Frampton for Central West Virginia Regional Airport Authority, Inc. in 23-1873, Scott Crissman Harris for Corotoman, Inc. in 23-1873, Andrew D. Hathaway for Corotoman, Inc. in 23-1873, David Belknap Lunsford for Corotoman, Inc. in 23-1873, James C. Wright for Corotoman, Inc. in 23-1873

terminated from case. Reason for termination: Not participating. [1001433689] [23-1873] JSN [Entered: 09/06/2023 09:04 AM]

09/06/2023 12 BRIEFING ORDER filed.. No paper copies required unless case has been tentatively calendared or copies otherwise ordered. All filings must comply with Appendix Pagination & Brief Citation Guide. [1001433691] Opening Brief and Appendix due 10/16/2023. Response Brief due 11/15/2023. [23-1873] JSN [Entered: 09/06/2023 09:04 AM]

09/07/2023 13 APPEARANCE OF COUNSEL by Austin D. Rogers for Central West Virginia Regional Airport Authority, Inc.. [1001435042] [23-1873] Austin Rogers [Entered: 09/07/2023 02:48 PM]

09/08/2023 14 Initial mediation conference scheduled. [1001436062] [23-1873] LHP [Entered: 09/08/2023 04:16 PM]

09/15/2023 15 ORDER filed extending filing time for opening brief and appendix until 10/31/2023. Number of days granted: 15. Opening brief and appendix due 10/31/2023. Response brief due 11/30/2023. No paper copies required unless case has been tentatively calendared or copies otherwise ordered. Copies to all parties. [1001439629] [23-1873] JSN [Entered: 09/15/2023 10:26 AM]

09/19/2023 16 APPEARANCE OF COUNSEL by Scott C. Harris for Corotoman, Inc.. [1001441638] [23-1873] Scott Harris [Entered: 09/19/2023 11:16 AM]

09/19/2023 17 APPEARANCE OF COUNSEL by Katharine Batchelor for Corotoman, Inc.. [1001441644] [23-1873] Katharine Batchelor [Entered: 09/19/2023 11:19 AM]

10/26/2023 18 MOTION by Corotoman, Inc. to extend filing time for opening brief and appendix until November 21, 2023.. Date and method of service: 10/26/2023 ecf. [1001462462] [23-1873] Mark Sigmon [Entered: 10/26/2023 11:28 AM]

10/26/2023 19 ORDER filed granting motion to extend filing time [18] Number of days granted: 21. Opening brief and appendix due 11/21/2023. Response brief due 12/21/2023. No paper copies required unless case has been tentatively calendared or copies otherwise ordered. Copies to all parties. [1001462977] [23-1873] TW [Entered: 10/26/2023 05:00 PM]

11/21/2023 20 BRIEF by Corotoman, Inc.. Type of Brief: OPENING. [1001477898] [23-1873] Mark Sigmon [Entered: 11/21/2023 04:39 PM]

11/21/2023 21 JOINT APPENDIX by Corotoman, Inc.. Digital media exhibit volume? No. [1001477962] [23-1873] Mark Sigmon [Entered: 11/21/2023 08:31 PM]

11/21/2023 32 Receipt of paper copy of APPENDIX filed at [21] by Corotoman, Inc.. Total number of volumes (including any sealed): [9]. Total number of pages in all volumes: [5419]. Total number of sealed volumes: 0. Sufficient? Yes. CD/DVD/Other exhibit? No. Number of copies: [4]. Received by clerk date: 02/09/2024. [1001520926] [23-1873] RP [Entered: 02/13/2024 03:56 PM]

11/21/2023 33 Receipt of paper copy of OPENING BRIEF filed at [20] by Corotoman, Inc.. Number of pages: [76]. Sufficient: Yes. Number of copies: [4]. Received by clerk date: 02/09/2024. [1001520927] [23-1873] RP [Entered: 02/13/2024 03:57 PM]

11/30/2023 22 MOTION by Central West Virginia Regional Airport Authority, Inc. to withdraw/relieve/substitute counsel. Attorney or client motion? Attorney. Was a copy of the motion served on the defendant? Y. If under L.R. 46(d), was client advised of right to file response within 7 days? N/A. Date and method of service: 11/30/2023 ecf. [1001482018] [23-1873] Katrina Bowers [Entered: 11/30/2023 04:18 PM]

11/30/2023 23 ORDER filed granting Motion to withdraw/relieve/substitute counsel [22]. Copies to all parties. [1001482069] [23-1873] JSN [Entered: 11/30/2023 04:54 PM]

12/01/2023 24 MOTION by Central West Virginia Regional Airport Authority, Inc. to extend filing time for response brief until January 17, 2024.. Date and method of service: 12/01/2023 ecf. [1001482679] [23-1873] Jennifer Hicks [Entered: 12/01/2023 03:58 PM]


12/01/2023 25 ORDER filed granting motion to extend filing time [24]. Number of days granted: 28. Response brief due 01/18/2024. No paper copies required unless case has been tentatively calendared or copies otherwise ordered. Copies to all parties. [1001482689] [23-1873] TW [Entered: 12/01/2023 04:11 PM]

01/18/2024 26 BRIEF by Central West Virginia Regional Airport Authority, Inc.. Type of Brief: RESPONSE. Do any cases pending in this court or the Supreme Court of the United States raise similar issues? NO. [1001506487] [23-1873]--[Edited 01/19/2024 by JSN] Mychal Schulz [Entered: 01/18/2024 04:50 PM]

01/18/2024 31 Receipt of paper copy of RESPONSE BRIEF filed at [26] by Central West Virginia Regional Airport Authority, Inc.. Number of pages: [60]. Sufficient: YES. Number of Copies: [4]. Received by clerk date: 02/08/2024. [1001520885] [23-1873] RP [Entered: 02/13/2024 03:24 PM]

02/05/2024 27 CASE TENTATIVELY CALENDARED for oral argument during the May 7-10, 2024, argument session. Notify Clerk's Office of any scheduling conflict by: 02/15/2024. Any required additional copies of briefs and joint appendices are due 02/12/2024. [1001515736] [23-1873] NRS [Entered: 02/05/2024 01:08 PM]

02/07/2024 28 NOTICE REGARDING CONFLICT WITH PROPOSED ARGUMENT DATES by Appellee Central West Virginia Regional Airport Authority, Inc.. Argument Session: 05/24. Days you are available: May 7-10. Identify any other cases you are tentatively scheduled to argue this session: 23-2185 Phillip Kittle and Deborah Kittle v. Williams Ohio Valley Midstream, LLC. . [1001517396] [23-1873] Mychal Schulz [Entered: 02/07/2024 10:22 AM]

02/08/2024 29  (ENTRY RESTRICTED) BRIEF by Corotoman, Inc.. Type of Brief: REPLY.. Do any cases pending in this court or the Supreme Court of the United States raise similar issues? NO.. [1001518202] [23-1873]--[Edited 02/13/2024 by RP- corrected at ECF #30] Mark Sigmon [Entered: 02/08/2024 10:54 AM]

02/08/2024 30 Corrected BRIEF by Corotoman, Inc.. Type of Brief: REPLY. . Do any cases pending in this court or the Supreme Court of the United States raise similar issues? NO.. [1001518384] [23-1873] Mark Sigmon [Entered: 02/08/2024 01:03 PM]

02/08/2024 34 Receipt of paper copy of REPLY BRIEF filed at [30] by Corotoman, Inc.. Number of pages: [28]. Sufficient: Yes. Number of Copies: [4]. Received by clerk date: 02/12/2024. [1001520947] [23-1873] RP [Entered: 02/13/2024 04:06 PM]

03/14/2024 35 CASE CALENDARED for oral argument. Date: 05/07/2024. Session Starting Time: 9:30 am. Check-in Time: 8:45 - 9:00 am. Forms due within 7 calendar days. [1001536566] [23-1873] JJQ [Entered: 03/14/2024 03:12 PM]

03/15/2024 36 ORAL ARGUMENT ACKNOWLEDGMENT by Corotoman, Inc.. Counsel arguing: Mark R. Sigmon. Opening argument time: 15 minutes. Rebuttal argument time: 5 minutes. .. [1001536960] [23-1873] Mark Sigmon [Entered: 03/15/2024 10:35 AM]

03/15/2024 37 ORAL ARGUMENT ACKNOWLEDGMENT by Central West Virginia Regional Airport Authority, Inc.. Counsel arguing: Mychal S. Schulz. Answering argument time: 20 minutes. .. [1001537053] [23-1873] Mychal Schulz [Entered: 03/15/2024 11:47 AM]

05/07/2024 38 ORAL ARGUMENT heard before the Honorable Roger L. Gregory, Toby J. Heytens and DeAndrea Gist Benjamin. Attorneys arguing case: Mr. Mark Russell Sigmon for Appellant Corotoman, Inc. and Mychal Sommer Schulz for Appellee Central West Virginia Regional Airport Authority, Inc.. Courtroom Deputy: Stacy Price.  
[1001564567] [23-1873] SWP [Entered: 05/07/2024 12:16 PM]