IN THE INTERMEDIATE COURT OF APPEALS OF WEST VIRGINIA

FILED
November 10, 2026
ASHLEY N. DEEM, CHIEF DEPUTY CLERK
INTERMEDIATE COURT OF APPEALS
OF WEST VIRGINIA

OAK HALL,
Interest Owner Below, Petitioner

v.) No. 26-ICA-31 (Oil and Gas Conservation Comm'n Docket Nos. 429-547, Order No. 1 and 430-548, Order No. 1)

ANTERO RESOURCES CORPORATION,
Applicant Below, Respondent

and

OIL AND GAS CONSERVATION COMMISSION
OF THE STATE OF WEST VIRGINIA,
Respondent

MEMORANDUM DECISION

Petitioner Oak Hall appeals two orders entered on December 17, 2025, by the Oil and Gas Conservation Commission of West Virginia ("Commission"). The orders granted Respondent Antero Resources Corporation's ("Antero") applications to form two separate Marcellus shale formation horizontal drilling units under the West Virginia Oil and Gas Conservation Act ("Act"). Antero and the Commission each filed a response.[1] [2] Mr. Hall filed a reply.

This Court has jurisdiction over this appeal pursuant to West Virginia Code § 51-11-4 (2026). After considering the parties' arguments, the record on appeal, and the applicable law, this Court finds no substantial question of law and no prejudicial error. For these reasons, a memorandum decision affirming the Commission's order is appropriate under Rule 21 of the West Virginia Rules of Appellate Procedure.

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[1] Mr. Hall is self-represented. Antero is represented by Ancil G. Ramey, Esq., Bridget D. Furbee, Esq., Shaina L. Richardson, Esq., and Baylee A. Carvillano, Esq. The Commission is represented by J. Zak Ritchie, Esq.

[2] The Commission filed a Notice of Special Appearance on March 4, 2026, indicating that it was appearing solely because Mr. Hall designated it as a respondent in his Notice of Appeal. The Commission's participation in this appeal shall not be interpreted as a procedural shift by this Court mandating the Commission to be named as a respondent or to participate in future appeals involving its orders issued under the Act.

In October 2025, Antero filed separate applications under West Virginia Code § 22C-9-7a (2022) to unitize the oil and gas tracts within two proposed units. One application proposed forming the Bream Unit, consisting of 299.05 acres, and the other sought to form the Atkinson Unit, encompassing 289.77 acres.[3] At the time of filing, both applications represented that Antero had obtained consent from a sufficient number of royalty interest owners and oil and gas operators to satisfy that statutory threshold under the Act.[4] Additionally, Antero asserted that it made good faith efforts to obtain consent from all locatable interest holders. *See* W. Va. Code § 22C-9-7a(c)(2)(C)(i).[5] Each application included an affidavit by Tyler Skavdahl, a landman for Antero, wherein he attested that Antero made good faith offers and efforts to obtain leases or consent to pool from the oil and gas interests within the units. The Commission consolidated the applications for the purposes of an evidentiary hearing, which was held on November 12, 2025.

Mr. Hall owns oil and gas interests included in both units. He filed a written objection to the Bream Unit and orally objected to the Atkinson Unit at the consolidated hearing, and the Commission considered both objections.

At the hearing, Antero presented testimony from three witnesses: landman Tyler Skavdahl, geologist Ryan O'Hara, and reservoir engineer Brett Fisher. Mr. Hall cross-examined each witness and testified on his own behalf. Relevant here, Mr. Skavdahl described Antero's good faith efforts to negotiate with Mr. Hall, detailing their communications and the offers exchanged. Negotiations began in May 2025, and Antero's final offer was made on November 4, 2025.

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[3] The Bream Unit application was filed on October 13, 2025, and the Atkinson Unit application was filed on October 16, 2025.

[4] *See* W. Va. Code § 22C-9-7a(c)(2)(A) (requiring pre-application consent from royalty owners totaling 75% or more of the net acreage); W. Va. Code § 22C-9-7a(c)(2)(B)(i) (requiring pre-application consent from the oil and gas operators equal to 55% or more of the net acreage owned, leased, or operated by operators and the applicant).

[5] As a prerequisite, this statute states that an applicant must have:

> Made good-faith offers to consent or agree to pool or unitize, and has negotiated in good faith with, all known and locatable royalty owners having executory interests in the oil and gas in the target formation within the acreage to be included in the proposed horizontal well unit who have not previously consented or agreed to the pooling or unitization of the interests and whose interests are not subject to development under § 37B-1-1, *et seq.* of this code[.]

The record shows that Antero mailed four pre-application offers to Mr. Hall between May and September 2025, and revised those offers in response to his concerns. After a telephone conversation with Mr. Hall in October 2025, Antero sent him a final offer on November 4, 2025. That offer included a lease bonus of $5,000 per acre and an 18% royalty, terms more favorable than those available under West Virginia Code § 22C-9-7a, and remained open until November 14, 2025. Mr. Hall countered with proposed lease terms of up to $15,000 per acre with a 22.5% royalty, or alternatively $20,000 per acre with a 20% royalty. According to Mr. Skavdahl, Antero considered Mr. Hall's counteroffer unreasonable and communicated that view to him. Antero's position was based upon calculations provided in the report prepared for the Commission by an independent third-party reviewer. This report indicated that the weighted average bonus paid by Antero in the units were $3,537.79, and $3,898.43, respectively, with the highest paid royalty being 18%.

Mr. Skavdahl further testified that Mr. Hall raised only vague objections to him about Antero's lease proposals and responded in general about what terms he preferred, and that Mr. Hall's communications focused on Antero's proposed royalty percentage and signing bonus contained in each lease. Mr. Skavdahl stated that he was open to discussing any specific term or issue Mr. Hall had but could not get Mr. Hall to identify particular concerns that would allow productive negotiations.

During his cross-examination of Mr. Skavdahl, Mr. Hall became argumentative, and his questions frequently took the form of testimony. The Commission made repeated efforts to accommodate Mr. Hall by explaining the difference between questioning a witness and personally testifying, and by assuring him he would have an opportunity to present his own evidence. After multiple attempts to redirect him, the Commission ended Mr. Hall's cross-examination and allowed him to give his testimony.

During his testimony, Mr. Hall's main assertion was that Antero did not negotiate in good faith. He argued that Antero's refusal to remove a title-warranty clause from the proposed leases demonstrated bad faith. Mr. Hall asserted that a warranty of title is inappropriate because West Virginia follows a caveat emptor approach and, in his view, "words matter" in leases; therefore, requiring him to warrant title was unacceptable.

He also claimed that Antero acted in bad faith by failing to provide economic projections for the units during negotiations. Although Mr. Hall acknowledged that these figures were publicly available and that he knew how to perform the calculations himself, he maintained that Antero's failure to present the projections during negotiations was itself evidence of bad faith. He further stated that this rationale applied to any lease modification he proposed and Antero declined to adopt.

Mr. Hall added that he was "perfectly consenting" to the signing bonus, royalty amount, and all other lease terms that did not, in his view, place himself, his heirs, and his

assigns at risk in perpetuity, as he maintained the title-warranty provision would. Notably, Mr. Skavdahl testified that Mr. Hall did not explicitly communicate the warranty concerns to him or any other Antero representatives during negotiations; instead, Mr. Skavdahl stated that Mr. Hall raised the issue directly for the first time during his testimony at the hearing.[6]

At the conclusion of the hearing, the Commission voted to approve Antero's applications and establish the units. The Commission directed Antero's counsel to prepare separate final orders granting each application for entry. On December 17, 2025, the Commission entered the orders forming each unit. Both orders contain detailed findings of fact addressing the testimony presented, the exhibits submitted, and the statutory requirements under the Act. The orders also directly addressed, and rejected, Mr. Hall's objections. Specifically, the Commission noted, as stated at the hearing, that Antero was not required to provide economic projections during lease negotiations. The Commission further found that the evidence supported the conclusion that Antero had negotiated in good faith.

Mr. Hall's appeal followed. In this appeal, our review is governed by the State Administrative Procedures Act ("APA"), which states:

> The court may affirm the order or decision of the agency or remand the case for further proceedings. It shall reverse, vacate, or modify the order or decision of the agency if the substantial rights of the petitioner or petitioners have been prejudiced because the administrative findings, inferences, conclusions, decision, or order are:
>
> (1) In violation of constitutional or statutory provisions;
> (2) In excess of the statutory authority or jurisdiction of the agency;
> (3) Made upon unlawful procedures;
> (4) Affected by other error of law;
> (5) Clearly wrong in view of the reliable, probative, and substantial evidence on the whole record; or
> (6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

W. Va. Code § 29A-5-4(g) (2021); *accord* W. Va. Code § 22C-9-11(a) (1998) (stating that West Virginia Code § 29A-5-4 governs judicial review of Commission orders).

[6] Although Mr. Skavdahl testified that Mr. Hall did not directly raise his concerns with the title-warranty provision until the hearing, Mr. Skavdahl acknowledged that Mr. Hall had requested a lease without the title guarantee. Mr. Skavdahl testified that Antero rejected this request by including the provision in their counteroffers to that request.

On appeal, Mr. Hall raises a series of errors that he contends the Commission committed and that, in his view, entitle him to relief. For purposes of this appeal, we have consolidated and organized Mr. Hall's arguments into two categories of error: procedural and substantive. We will address each category in turn.

Mr. Hall's procedural arguments rest on his claim that the Commission violated his procedural due process rights by restricting his ability to present evidence and cross-examine witnesses, failing to serve its orders on him by certified mail, and impermissibly delegating the drafting and service of those orders to Antero. He asserts that this delegation denied him the opportunity to file objections to the orders' findings of fact and conclusions of law. According to Mr. Hall, these actions violate provisions of both the APA and the Act. *See generally* W. Va. Code §§ 29A-5-1(a), -5-2(c), -5-3; W. Va. Code § 22C-9-10(e) (1998). He further contends that these alleged violations resulted in an unconstitutional deprivation of his property without adequate notice, and that his appeal rights were affected because the Commission's practice of having Antero serve the entered orders allegedly prevented him from receiving them in a timely manner. We are not persuaded by Mr. Hall's arguments.[7]

We begin by observing that the record is replete with evidence showing that Mr. Hall was afforded a full and adequate opportunity to present evidence, argue his position, and cross-examine witnesses during the November 12, 2025, evidentiary hearing.

The record demonstrates that the Commission made considerable efforts to accommodate Mr. Hall as a self-represented litigant, including multiple attempts to redirect him when he attempted to testify during his questioning of Mr. Skavdahl or became argumentative during cross-examination. While Mr. Hall asserts that the Commission's actions impermissibly infringed on his due process rights, West Virginia Code § 29A-5-1(d) of the APA vests the Commission with the discretionary authority to regulate its internal affairs. This includes the authority to, among other things, "regulate the course of the hearing," "dispose of procedural requests or similar matters," and "take any other action authorized by a rule adopted by the agency[.]" *Id*.

The record shows that the Commission's decision to end Mr. Hall's cross-examination did not occur hastily, but rather, followed its repeated efforts to regulate

[7] Mr. Hall's brief also includes an assignment of error alleging that the Commission failed to properly recognize him as a statutory party to the action because his name did not appear among the listed parties on the hearing transcript but was instead included among certain non-parties noted as "also present." However, because Mr. Hall failed to develop any argument on this issue, we deem the matter waived and decline to address it. *See* Syl. Pt. 6, *Addair v. Bryant*, 168 W. Va. 306, 284 S.E.2d 374 (1981) ("Assignments of error that are not argued in the briefs on appeal may be deemed by this Court to be waived.").

Mr. Hall's conduct at the proceeding. Moreover, Mr. Hall did not object when the Commission ended his cross-examination of Mr. Skavdahl. Mr. Hall also downplays the significance of the fact that the Commission gave him an adequate opportunity to present his case and testify on his own behalf. *See* W. Va. Code § 29A-5-1(a) (requiring, among other things: "An opportunity shall be afforded all parties to present evidence and argument with respect to the matters and issues involved."). The Commission's orders also consider and address the objections Mr. Hall raised to Antero's applications. Therefore, we cannot conclude that the Commission acted in contravention of its statutory authority by the manner in which it regulated the evidentiary hearing in this matter.

Next, Mr. Hall argues that the Commission failed to comply with the mandatory language of West Virginia Code § 29A-5-3 (1964)[8] when its orders were not served upon him by certified mail. He relies on the statute to further claim that because the Commission directed Antero's counsel to prepare its orders, the Commission was required to afford him the opportunity to file exceptions to the orders' proposed findings of fact and conclusions of law prior to their entry. It is his position that the Commission's statutory noncompliance deprived him of notice of its decisions and adversely affected his appellate rights. We disagree with Mr. Hall's position and conclude that any error by the Commission on this issue was, at most, harmless.

It is widely recognized that "error is harmless when it is trivial, formal, or merely academic, and not prejudicial to the substantial rights of the party assigning it, and where it in no ways affects the outcome of the trial." *Reed v. Wimmer*, 195 W. Va. 199, 209, 465 S.E.2d 199, 209 (1995) (citation modified); *see Hasan v. W. Va. Bd. of Med.*, 242 W. Va. 283, 296-97, 835 S.E.2d 147, 160-61 (2019) (finding that erroneous statements in an

[8] This statute is incorporated by reference into Commission hearing procedures through West Virginia Code § 22C-9-10(e) (1998) and states:

> Every final order or decision rendered by any agency in a contested case shall be in writing or stated in the record and shall be accompanied by findings of fact and conclusions of law. Prior to the rendering of any final order or decision, any party may propose findings of fact and conclusions of law. If proposed, all other parties shall be given an opportunity to except to such proposed findings and conclusions, and the final order or decision shall include a ruling on each proposed finding. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings. A copy of the order or decision and accompanying findings and conclusions shall be served upon each party and his attorney of record, if any, in person or by registered or certified mail.

agency's order were harmless where they did not prejudice the petitioner's substantial rights). Here, Mr. Hall's claims center on the statute's use of the word "shall" and his position that any deviation from strict compliance with such mandatory language results in reversible error. However, there is a fundamental frailty that undermines his argument. Not only has Mr. Hall failed to cite any authority interpreting the term "shall" in this specific statute to require automatic reversal upon any established violation, but more importantly, he has not shown that he suffered any actual prejudice because of the Commission's purported noncompliance. Indeed, the flaw in Mr. Hall's argument is underscored by the fact that the alleged errors did not deprive him of the opportunity to appeal either the Bream Unit or Atkinson Unit decisions to this Court. As a result, he was clearly not denied the opportunity to challenge the merits of the Commission's decision. Accordingly, Mr. Hall cannot demonstrate reversible error on these grounds.

Next, we address Mr. Hall's claims of substantive error in the record below. These arguments condense into two distinct assertions: first, that the Commission erred when it determined that Antero satisfied its statutory obligation of good faith; and second, that circumstances surrounding the Commission's ruling and the subsequent entry of the order on appeal render the decision arbitrary and capricious. We are unpersuaded by either contention.

Regarding good faith, Mr. Hall's opening brief argues that the Commission applied the incorrect legal standard, asserting that the Commission based its determination solely on whether the parties negotiated back and forth, rather than meaningfully evaluating each term of the proposed leases in conjunction with Antero's economic unit projections. He also offers his own definition of "good faith" based on his subjective view of the Legislature's intent behind the Act's use of the term. He therefore concludes that the evidence cannot support the Commission's decision. Upon review, we find his position untenable.

Mr. Hall's supporting arguments are perfunctory, inconsistent, and fail to establish reversible error. His attempts to show error rely on arguments that lack meaningful development. He provides one citation to precedent and a few citations to the record, followed by a generalized legal conclusion reflecting only his subjective belief that error exists. Critically, this lack of analysis results in skeletal and cursory arguments that we are not required to consider. *See State v. Kaufman*, 227 W. Va. 537, 555 n.39, 711 S.E.2d 607, 625 n.39 (2011) (citation modified) ("A skeletal argument, really nothing more than an assertion, does not preserve a claim."); *State v. LaRock*, 196 W. Va. 294, 302, 470 S.E.2d 613, 621 (1996) (issues mentioned only in passing without supporting authority are not considered on appeal); *State v. Lilly*, 194 W. Va. 595, 605 n.16, 461 S.E.2d 101, 111 n.16 (1995).

Furthermore, his claim that the Commission applied the wrong legal standard is undermined by his reply brief, where he agrees with Antero that the Commission used the correct standard as set forth in *Haughtland Res., LLC v. SWN Prod. Co., LLC*, No. 25-ICA-84, 2025 WL 3162008, at *5 (W. Va. Ct. App. Nov. 12, 2025) (memorandum decision). He then reframes his complaint to assert disagreement with the Commission's application of the standard to the facts. This position is equally flawed.

Although Mr. Hall contends that the Commission was obligated to evaluate the terms of each proposed lease and both units' economic terms to make a knowing determination of good faith, he fails to recognize that the Commission, as a creature of statute, possesses only the authority granted by the Legislature. He cites no provision of the Act, nor any binding precedent, requiring the Commission to interpret or evaluate the adequacy or sufficiency of each lease term under traditional principles of contract law. Our review of the Act reveals no such requirement.

Moreover, his contention that the evidence does not support the Commission's ruling is also flawed. The Commission's orders provide a detailed recitation of the relevant testimony and exhibits, including the testimony of Mr. Skavdahl and Mr. Hall. The record shows that Mr. Hall focused solely on the title warranty clause and offered no evidence to counter Antero's position on good faith. He neither cites nor references any testimony that he believes supports the finding of error on appeal.

Essentially, Mr. Hall's arguments amount to a disagreement with the Commission's view of the facts, accompanied by an invitation for this Court to reweigh the record and reach a more favorable conclusion. We decline to do so. This Court has repeatedly held that appellate tribunals do not reweigh evidence. *See, e.g., In re C.S.*, 251 W. Va. 147, 152, 909 S.E.2d 819, 824 (Ct. App. 2024); *Lemley v. MarkWest Liberty Midstream & Res., LLC*, 252 W. Va. 608, 620, 924 S.E.2d 716, 728 (Ct. App. 2025); *Williamson v. W. Va. Bd. of Registered Nurses*, No. 23-ICA-172, 2024 WL 1729976, at *6 (W. Va. Ct. App. Apr. 22, 2024) (memorandum decision); *Nicolle W. v. Jarlando W.*, No. 24-ICA-5, 2024 WL 4051376, at *4 (W. Va. Ct. App. Sept. 4, 2024) (memorandum decision); *Owens v. Axline*, No. 24-ICA-290, 2025 WL 1249326, at *4 (W. Va. Ct. App. Apr. 29, 2025) (memorandum decision).

Further, "an agency's determination of matters within its area of expertise is entitled to substantial weight." *Princeton Cmty. Hosp. v. State Health Plan*, 174 W. Va. 558, 564, 328 S.E.2d 164, 171 (1985). We also remain mindful that "the clearly wrong and the arbitrary and capricious standards of review are deferential ones which presume the agency's actions are valid as long as the decision is supported by substantial evidence or by a rational basis." Syl. Pt. 3, *In re Queen*, 196 W. Va. 442, 473 S.E.2d 483 (1996) (citation modified); *see also* Syl. Pt. 1, in part, *In Interest of Tiffany Marie S.*, 196 W. Va.

223, 470 S.E.2d 177 (1996) (a reviewing court may not overturn a finding subject to clear error review simply because it would have decided the case differently).

Based on our review of the record, we find that the Commission afforded the parties an opportunity to be heard and, after considering the reliable and probative evidence, concluded that Antero's applications should be granted under the Act. Thus, we cannot discern reversible error in the proceeding below.

Mr. Hall's final argument simply reiterates his earlier assertions of error and contends that the cumulative effect of those alleged errors renders the Commission's decisions arbitrary and capricious. We disagree. As explained above, none of his underlying claims have merit; therefore, his cumulative error argument necessarily fails. Because he has not demonstrated any individual error, let alone multiple errors capable of aggregation, there is no basis to disturb the Commission's determination.

Therefore, we find no basis to disturb the Commission's orders forming the Bream Unit and Atkinson Unit.

Accordingly, we affirm.

Affirmed.

ISSUED: November 10, 2026

CONCURRED IN BY:

Chief Judge Daniel W. Greear
Judge Charles O. Lorensen
Judge S. Ryan White