



vs.

Anchor Bay Corporation; Antero Energy,  
 LLC; Barrett Resources Corporation n/k/a  
 Williams Production RMT Company; Big  
 Basin Petroleum, LLC, for itself and as  
 contract operator for Petroleum  
 Development Corporation; Citation Oil &  
 Gas Corp.; CMS Oil and Gas Company;  
 Devon Energy Production Company, L.P.  
 d/b/a Devon Energy Production Company,  
 Limited Partnership; Devon Energy  
 Partners, A Limited Partnership; Devon  
 Energy Management Company, L.L.C.;  
 Duncan Oil, Inc.; Duncan Oil Properties,  
 Inc.; The Farleigh Corporation d/b/a  
 Farleigh Oil Properties, a sole  
 proprietorship; Headington Oil Company,  
 L.P. d/b/a Headington Oil Company,  
 Limited Partnership; J.M. Huber  
 Corporation; Independent Production  
 Company, Inc., formerly Cagle Petroleum  
 Corp.; Kennedy Oil; Lance Oil & Gas  
 Company, Inc.; Majestic Petroleum  
 Operations, LLC; Pennaco Energy, Inc.;  
 Petroleum Development Corporation;  
 Prima Oil & Gas; Redstone Resources, Inc.;  
 Redstone Resources of Wyoming, Inc.; Rim  
 Operating, Inc.; Westport Oil & Gas  
 Company, Inc.; and Yates Petroleum  
 Corporation,  
 Defendant

---

Defendant J.M. Huber Corporation (“Huber”), through its attorneys, Clanahan, Tanner, Downing & Knowlton, P.C., submits the following Answer in response to the

Complaint for Damages, Declaratory Judgment and Injunctive Relief ("Complaint") of Rodney R. Addison, et. al. ("Plaintiffs").

### ANSWER

1. Huber lacks information or knowledge sufficient to either admit or deny the veracity of the allegations contained in Paragraphs 1 through 4, and therefore denies the same.

2. The allegations contained in Paragraphs 5 through 15 and 17 through 27 are not directed to Huber, and therefore do not require an answer by Huber. To the extent that an answer is required or desired, Huber affirmatively states that it lacks information or knowledge sufficient to either admit or deny the veracity of the allegations contained in Paragraphs 5 through 15 and 17 through 27, and therefore denies the same.

3. Huber admits the allegations contained in Paragraph 16.

4. Huber admits that the Donald and Betty Brown Family Trust, the Frederick and Mary Ann Oedekoven Family Trust and Oedekoven Water & Hot Oil, Inc. own or have owned an overriding royalty interest in certain wells operated by Huber, but denies the remaining allegations contained in Paragraph 28(l). The remaining allegations contained in Paragraph 28 are not directed to Huber, and therefore do not require an answer by Huber. To the extent that an answer is required or desired, Huber affirmatively states that it lacks information or knowledge sufficient to either admit or deny the veracity of the allegations contained in Paragraph 28, and therefore denies the same.

### JURISDICTION AND VENUE

5. The allegations contained in Paragraphs 29 through 31 are conclusions of law which require no answer. To the extent that an answer is required or the allegations are inconsistent with the terms of Wyoming law, these allegations are denied.

### CLASS ACTION ALLEGATIONS

6. Huber admits that the Plaintiffs are attempting to bring a class action pursuant to Rule 23, Wyoming Rules of Civil Procedure; however, Huber denies that certification of a class action would be appropriate and therefore denies the allegations contained in Paragraph 32.

7. Huber admits that Paragraph 33 attempts to define a proposed class; however, Huber affirmatively denies that such a class should be certified. Huber also affirmatively states that it lacks information or knowledge sufficient to either admit or deny the veracity of the remaining allegations contained in Paragraph 33, and therefore denies the same.

8. Huber admits that Paragraph 34 attempts to define a proposed class; however, Huber denies that the numerosity element is met, denies that such a class should be certified, and denies the remaining allegations of Paragraph 34.

9. Huber admits that Paragraph 35 attempts to define a proposed class; however, Huber denies that the commonality element is met, denies that such a class should be certified, and denies the remaining allegations of Paragraph 35.

10. Huber admits that Paragraph 36 attempts to define a proposed class; however, Huber denies that the typicality element is met, denies that such a class should be certified, and denies the remaining allegations of Paragraph 36.

11. Huber denies the allegations contained in Paragraphs 37 through 40.

12. Huber denies the allegations contained in the second Paragraph 38.<sup>1</sup>

#### COUNT ONE-UNDERPAID ROYALTIES

13. With respect to the second Paragraph 39, Huber incorporates by reference its answers to the allegations contained in Paragraphs 1 through 40 and the second Paragraph 38 of the Complaint.

14. Huber denies the allegations contained in the second Paragraph 40 and in Paragraphs 41 through 43.

#### COUNT TWO-PREJUDGMENT/STATUTORY INTEREST

15. With respect to Paragraph 44, Huber incorporates by reference its answers to the allegations contained in Paragraphs 1 through 43 of the Complaint.

16. Huber denies the allegations contained in Paragraph 45.

#### COUNT THREE-MONTHLY ASSESSMENT

17. With respect to Paragraph 46, Huber incorporates by reference its answers to the allegations contained in Paragraphs 1 through 45 of the Complaint.

18. Huber denies the allegations contained in Paragraph 47.

19. The allegations contained in Paragraph 48 are conclusions of law which require no answer. To the extent an answer is required or to the extent the allegations are inconsistent with the terms of Wyoming law, these allegations are denied.

---

<sup>1</sup> Plaintiffs' Complaint is mis-numbered beginning on page 14, #38. This #38 should have been #41. Defendant Huber will answer the duplicate Paragraphs 38, 39 and 40 by referring to them as the "second Paragraph 38" etc.

20. Huber denies the allegations contained in Paragraphs 49 through 51.

#### **COUNT FOUR-DECLARATORY JUDGMENT**

21. With respect to Paragraph 52, Huber incorporates by reference its answers to the allegations contained in Paragraphs 1 through 51 of the Complaint.

21. Huber lacks information or knowledge sufficient to either admit or deny the veracity of the allegations contained in Paragraph 53, and therefore denies same.

22. Huber denies the allegations in Paragraph 54.

#### **COUNT FIVE-INJUNCTIVE RELIEF**

23. With respect to Paragraph 55, Huber incorporates by reference its answers to the allegations contained in Paragraphs 1 through 54 of the Complaint.

24. Huber denies the allegations in Paragraph 56.

#### **COUNT SIX-COSTS AND ATTORNEY FEES**

25. With respect to Paragraph 57, Huber incorporates by reference its answers to the allegations contained in Paragraphs 1 through 56 of the Complaint.

26. Huber denies the allegations of Paragraph 58 of the Complaint.

#### **AFFIRMATIVE DEFENSES**

For its affirmative defenses, Huber states and alleges as follows:

1. Plaintiffs' Complaint fails to state a cause of action upon which relief may be granted.
2. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, laches, estoppel and unclean hands.
3. Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' failure to mitigate their damages, if any.
4. Plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitation.
5. Plaintiffs' claims are barred by accord and satisfaction.
6. Plaintiffs lack standing to bring this action.

7. Plaintiffs have failed to perform all conditions precedent necessary to the maintenance of their claims.

8. Plaintiffs' claims are barred or limited by the express terms of the leases and assignments identified in Plaintiffs' Complaint.

9. The Plaintiffs' damages, if any, are barred or limited by the Plaintiffs' own actions or inactions or the actions or inactions of their agents or employees.

10. Class action status should not be granted because Plaintiffs have not met the procedural requirements of Rule 23, Wyoming Rule of Civil Procedure.

11. Class action status should not be granted because the Plaintiffs cannot meet the numerosity, common questions of law and fact common to the proposed class, typicality and adequacy of party and/or counsel representation requirements of Rule 23, Wyoming Rule of Civil Procedure.

12. Plaintiffs' claims are barred by Plaintiffs' improper joinder pursuant to Rules 20 and 21 of the Wyoming Rules of Civil Procedure.

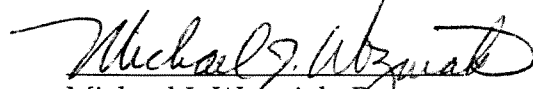
13. Plaintiffs' claims are barred because application of the Wyoming Royalty Payment Act is unconstitutional, based on the impairment of contract, equal protection and due process clauses.

14. Defendant Huber reserves the right to assert other affirmative defenses which may become applicable due to disclosure and discovery or once further investigation is conducted.

WHEREFORE Huber respectfully requests judgment in its favor and against Plaintiffs on Plaintiffs' Complaint and for reasonable attorney's fees and expenses for the defense of the litigation.

Dated this 1<sup>st</sup> day of December, 2001

CLANAHAN, TANNER, DOWNING &  
KNOWLTON, P.C.

  
Michael J. Wozniak, Esq.  
730 17<sup>th</sup> Street, Suite 500  
Denver, Colorado 80202-3580  
(720) 359-9500

**CERTIFICATE OF MAILING**

I hereby certify that on this 1<sup>st</sup> day of December, 2001, a true and correct copy of the foregoing ANSWER was placed in the United States Mail, postage prepaid and addressed to the following:

Steven F. Freudenthal  
Bruce A. Salzburg  
Herschler, Freudenthal,  
Salzburg & Bonds, P.C.  
314 East 21<sup>st</sup> Street  
P.O. Box 387  
Cheyenne, WY 82003

