

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

IN THE DISTRICT COURT
SIXTH JUDICIAL DISTRICT

Civil Action No. 25092

William L. and Bernadette L. Barlow Trust; Meta)
Ruth McKim Bowker; Meta Ruth and Dennis)
Bowker, husband and wife; Donald L. and Betty J.)
Brown Family Trust; Jean Eisele; Allen Robert and)
Linda Ann Eisele, husband and wife; Eisele Family)
Mineral Trust; G-P Industries, Inc.; John W. and)
Wanda L. Groves, husband and wife; Beverly O.)
Landrey; Beverly O. Landrey Life Estate; Landrey)
Mineral Trust; Patsy L. Larson; Nicholas B.)
Loundagin; B. Nadine McKenzie-McCreery;)
Middle Prong Land & Livestock, L.P.; Mullinnix)
LLC; Duane D. Odegard Life Estate; Duane D.)
and Mary K. Odegard, husband and wife; Byron)
and Marjorie Oedekoven, husband and wife; Fred)
Oedekoven; Frederick L. and Mary Ann Oedekoven)
Family Trust; Oedekoven Water & Hot Oil, Inc.;)
Lois Perkins; Sam R. Ratcliff; Paul D. Rourke;)
James F. Rourke Revocable Trust; James F. "Bob")
Rourke as trustee of the Anne Rose Rourke)
Revocable Trust; Marion H. Scott; Mary C. Scott;)
Spear Lazy "S" Land Company; Star Investment)
Corporation; Daniel A. Starr; Vicki L. Schautman)
acting under POA for Louise V. Steinhofel; Fred)
C. Wilson; and William R. and Delores P. Wright,)
husband and wife, for themselves, and on behalf of)
all others similarly situated,)

Plaintiffs,)

vs.)

Williams Production RMT Company, formerly)
Barrett Resources Corporation; Bill Barrett)
Corporation; Berry Petroleum Company; Big Basin)
Petroleum, LLC, for itself and as contract operator)
for Petroleum Development Corporation; Warren)
E&P, Inc. (f/k/a Petroleum Development)
Corporation); Warren Resources, Inc.; Devon)
Energy Production Company, L.P. d/b/a Devon)
Energy Production Company, Limited Partnership;)

Devon Energy Management Company, L.L.C.;)
 Devon Energy Partners, A Limited Partnership;)
 Duncan Oil, Inc.; Jim's Water Service, Inc.; J.M.)
 Huber Corporation; Kennedy Oil; Lance Oil & Gas)
 Company, Inc.; Majestic Petroleum Operations,)
 LLC; Pennaco Energy, Inc., a subsidiary of)
 Marathon Oil Company; Perenco Inc., successor by)
 merger to CMS Oil and Gas Company; Redstone)
 Resources, Inc.; Redstone Resources of Wyoming,)
 Inc.; Rim Operating, Inc.; Rim Operating Inc. –)
 Wyoming; Rocky Mountain Gas, Inc.; Squaw)
 Creek Development, Inc. d/b/a First Squaw Creek)
 Development Inc.; The Termo Company; and)
 Westport Oil & Gas Company, Inc.,)
)
 Defendants.)

**ANSWER OF J.M. HUBER CORPORATION TO COMPLAINT FOR DAMAGES,
 DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

Defendant J.M. Huber Corporation (“Huber”), through its undersigned attorneys, answers the Complaint (“Complaint”) filed by Plaintiffs William L. and Bernadette L. Barlow Trust; Meta Ruth McKim Bowker; Meta Ruth and Dennis Bowker, husband and wife; Donald L. and Betty J. Brown Family Trust; Jean Eisele; Allen Robert and Linda Ann Eisele, husband and wife; Eisele Family Mineral Trust; G-P Industries, Inc.; John W. and Wanda L. Groves, husband and wife; Beverly O. Landrey; Beverly O. Landrey Life Estate; Landrey Mineral Trust; Patsy L. Larson; Nicholas B. Loundagin; B. Nadine McKenzie-McCreery; Middle Prong Land & Livestock, L.P.; Mullinnix LLC; Duane D. Odegard Life Estate; Duane D. and Mary K. Odegard, husband and wife; Byron and Marjorie Oedekoven, husband and wife; Fred Oedekoven; Frederick L. and Mary Ann Oedekoven Family Trust; Oedekoven Water & Hot Oil, Inc.; Lois Perkins; Sam R. Rateliff; Paul D. Rourke; James F. Rourke Revocable Trust; James F. “Bob” Rourke as trustee of the Anne Rose Rourke Revocable Trust; Marion H. Scott;

Mary C. Scott; Spear Lazy "S" Land Company; Star Investment Corporation; Daniel A. Starr; Vicki L. Schautman acting under POA for Louise V. Steinhofel; Fred C. Wilson; and William R. and Delores P. Wright, husband and wife, for themselves, and on behalf of all others similarly situated, (together, "Plaintiffs") as follows:

GENERAL ALLEGATIONS

1(a)-(ah). Huber admits that Paragraph 1(a)-(ah) of the Complaint correctly identifies the named Plaintiffs in this lawsuit, and denies any allegations that are inconsistent with the foregoing admission.

2. Huber admits that Fred C. Wilson is a lessor under a coal bed methane lease and that Huber is obligated to pay Fred C. Wilson royalties on the coal bed methane produced from wells subject to the lease in accordance with the terms of the lease. Huber is without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 2 of the Complaint, and therefore, denies such allegations.

3. Huber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 of the Complaint, and therefore, denies such allegations.

4. Huber admits that the lease in which Fred C. Wilson is a lessor is located in Campbell County, Wyoming. Because Plaintiffs have not adequately defined the leases referenced in Paragraph 4 of the Complaint, Huber is without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 4, and therefore, denies such allegations.

5-11. Because the allegations in Paragraph 5 through 11 do not pertain to Huber, Huber is without knowledge or information sufficient to form a belief as to the truth of such allegations, and therefore, denies such allegations.

12. Huber admits the allegations in Paragraph 12 of the Complaint.

13-23. Because the allegations in Paragraphs 13 through 23 do not pertain to Huber, Huber is without knowledge or information sufficient to form a belief as to the truth of such allegations, and therefore, denies such allegations.

24. Huber admits the allegations of Paragraph 24(h) of the Complaint. Huber is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 24 of the Complaint, and therefore, denies such allegations.

25. The allegations of Paragraph 25 of the Complaint contain legal conclusions to which no response is required. To the extent that any such response is required, Huber denies such allegations.

26. Huber is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 26 of the Complaint, and therefore, Huber denies such allegations.

27. Huber denies any allegation in Paragraph 27 of the Complaint that are inconsistent with WS § 1-5-107, 1-5-108 and any other applicable statute.

Class Action Allegations

28. Huber admits that Paragraph 28 of the Complaint purports to characterize the lawsuit and denies all substantive allegations in Paragraph 28 of the Complaint.

29. Huber is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 29, including subparagraphs (a)-(b), of the Complaint, and therefore, Huber denies such allegations.

30. Huber is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 30 of the Complaint, and therefore, Huber denies such allegations.

31. Huber is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 31, including subparagraphs (a)-(c), of the Complaint, and therefore, Huber denies such allegations.

32. Huber is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 32 of the Complaint, and therefore, Huber denies such allegations.

33. Huber is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 33 of the Complaint, and therefore, Huber denies such allegations.

34. The allegations of Paragraph 34 of the Complaint set forth legal conclusions to which no response is required. To the extent that any such response is required, Huber denies such allegations.

35. The allegations of Paragraph 35 of the Complaint set forth legal conclusions to which no response is required. To the extent that any such response is required, Huber denies such allegations.

36. The allegations of Paragraph 36, including subparagraphs (a)-(c), of the Complaint set forth legal conclusions to which no response is required. To the extent that any such response is required, Huber denies such allegations.

37. The allegations of Paragraph 37 of the Complaint set forth legal conclusions to which no response is required. To the extent that any such response is required, Huber denies such allegations.

Count One – Underpaid Royalties

38. Huber incorporates by reference its responses to the allegations in paragraphs 1 through 37 as if fully set forth herein.

39. Huber admits that it is legally responsible to pay its share of royalty and overriding royalty interests in the lease from Fred C. Wilson in which Huber has an interest, denies that it has failed to pay such royalties and denies all remaining allegations of Paragraph 39 of the Complaint.

40. Huber denies the allegations in Paragraph 40 of the Complaint.

41. Huber denies the allegations in Paragraph 41 of the Complaint.

42. Huber denies the allegations in Paragraph 42 of the Complaint.

Count Two – Prejudgment/Statutory Interest Act

43. Huber incorporates by reference its responses to the allegations in paragraphs 1 through 42 as if fully set forth herein.

44. Huber denies the allegations in Paragraph 44 of the Complaint.

Count Three – Monthly Assessment

45. Huber incorporates by reference its responses to the allegations in paragraphs 1 through 44 as if fully set forth herein.

46. Huber admits that it is legally responsible to pay its share of royalty and overriding royalty interests in the lease from Fred C. Wilson in which Huber has an interest,

denies that it has failed to pay such royalties and denies all remaining allegations of Paragraph 46 of the Complaint.

47. The allegations of Paragraph 47, including subparagraphs (a)-(k), of the Complaint set forth legal conclusions with regard to the reporting requirements of Wyo. Stat. §30-5-301, et seq., and therefore, no response is required. Huber denies all allegations in Paragraph 47 of the Complaint that are inconsistent with the requirements of the aforementioned statute.

48. Huber denies the allegations of Paragraph 48 of the Complaint.

49. Huber denies the allegations of Paragraph 49 of the Complaint.

50. Huber denies the allegations of Paragraph 50 of the Complaint.

Count Four – Declaratory Judgment

51. Huber incorporates by reference its responses to the allegations in paragraphs 1 through 50 as if fully set forth herein.

52. The allegations of Paragraph 52 set forth legal conclusions to which no response is required. To the extent that any such response is required, Huber denies such allegations.

53. The allegations of Paragraph 53 set forth legal conclusions to which no response is required. To the extent that any such response is required, Huber denies such allegations.

Count Five – Injunctive Relief

54. Huber incorporates by reference its responses to the allegations in paragraphs 1 through 53 as if fully set forth herein.

55. Huber denies the allegations in Paragraph 55 of the Complaint.

Count Six – Costs and Attorneys Fees

56. Huber incorporates by reference its responses to the allegations in paragraphs 1 through 55 as if fully set forth herein.

57. Huber denies the allegations of Paragraph 57 of the Complaint. Huber denies each and every allegation not expressly admitted herein.

Affirmative Defenses

For its Affirmative Defenses to the Complaint, Huber states and alleges:

First Affirmative Defense

The Complaint fails to state claims upon which relief may be granted against Huber.

Second Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, by express contractual terms.

Third Affirmative Defense

Plaintiffs' claims are barred by the doctrines of waiver, laches, estoppel, acquiescence and ratification.

Fourth Affirmative Defense

Plaintiffs' right to recover damages, if any, is barred or reduced by their failure to mitigate such damages.

Fifth Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, by the failure to join necessary or indispensable parties.

Sixth Affirmative Defense

Plaintiffs' claims are barred by the applicable statute of limitations and/or repose, including, but not limited to:

The one-year statute for claims upon a statute for a penalty or a forfeiture, Wyo. Stat. § 1-3-105(a)(v)(D).

Seventh Affirmative Defense

Huber is not liable for any acts or omissions of its predecessors in interest.

Eighth Affirmative Defense

Plaintiffs' claims may be barred in whole or in part by, and Huber may be entitled to take, setoffs or recoupment of amounts which may have been overpaid to Plaintiffs during the time period at issue.

Ninth Affirmative Defense

Plaintiffs' claim are barred, in whole or in part, by the misjoinder of parties.

Tenth Affirmative Defense

The Wyoming Royalty Payments Act violates Article 1, §§ 2, 6, 7 and 34 of the Wyoming Constitution, and §1 of the 14th Amendment to the United States Constitution, separately and collectively, by denying Huber equal protection of the law, and due process of law, by exercising absolute and arbitrary power over Huber and by adopting and applying its terms on a basis which is not uniform as to all citizens and industries.

Eleventh Affirmative Defense

The Wyoming Royalty Payments Act is unconstitutional under the Wyoming constitution, the United States Constitution, or both, including but not limited to the equal protection provisions thereof, in that it establishes classifications among individuals, industries and contracting parties which are unreasonable and do not operate alike on all persons and property in the same or similar circumstances and conditions.

Twelfth Affirmative Defense

The Wyoming Royalty Payment Act violates the Wyoming Constitution and United States Constitution in that it is unduly vague and ambiguous.

Within the time available, Huber has not had the time to complete a review and analysis of the relationships between Huber and the purported plaintiff class, which may potentially cover numerous properties and time periods. Huber reserves its right to amend to assert counterclaims if appropriate as the facts in the case develop. Huber further states that, given the general, conclusory and vague allegations in the Complaint, it is not possible to list every affirmative defense herein. Accordingly, Huber reserves the right to identify additional affirmative defenses after Plaintiffs specifically identify the nature of their claims.

Pursuant to Wyo. Stat. § 1-37-113, a copy of this pleading and Plaintiffs' Complaint has been served on the Attorney General.

Thirteenth Affirmative Defense

Plaintiffs' claims are barred in whole or in part by accord and satisfaction and/or release.

Prayer For Relief

WHEREFORE, J.M. Huber Corporation prays that the claims set forth in the Complaint be denied in all respects and that Plaintiffs take nothing thereby, and for an award of J.M. Huber Corporation's costs incurred herein, its attorneys' fees to the extent permitted by applicable law, and for such other relief as the Court deems just and proper under the circumstances of this case.

DATED this 24th day of October, 2003.



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CERTIFICATE OF SERVICE

The undersigned, certifies that the above and foregoing document was served upon counsel via facsimile by depositing a true copy thereof in the United States mail, postage prepaid, and addressed to the following this 24th day of October, 2003.

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