

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

JEFFRY S. VODENICHAR, and DAVID  
M. KING, JR., and LEIGH V. KING,  
husband and wife, and JOSEPH B. DAVIS  
and LAUREN E. DAVIS, husband and  
wife,

Civil Action No. 2:12-cv-01624-AJS

Plaintiffs,

v.

HALCÓN ENERGY PROPERTIES, INC.,

Defendant.

**AMENDED ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT – CLASS  
ACTION**

Halcón Energy Properties, Inc., by and through its undersigned counsel, Kevin L. Colosimo, and Andrew G. Jenkins and Burleson LLP, hereby files the following Amended Answer and Affirmative Defenses to Plaintiffs' Complaint.

1. Paragraph 1 contains legal conclusions to which no response is required. To the extent a response is required, the averments of paragraph 1 are denied.
2. Halcón is without information sufficient to admit or deny the averments of paragraph 2. The same are therefore denied.
3. Halcón is without information sufficient to admit or deny the averments of paragraph 3. The same are therefore denied.
4. Halcón is without information sufficient to admit or deny the averments of paragraph 4. The same are therefore denied.
5. Admitted.

**JURISDICTION AND VENUE**

6. Paragraph 6 contains legal conclusions to which no response is required. To the extent a response is required, Halcón is without information sufficient to admit or deny the averments of paragraph 6. The same are therefore denied.

7. Admitted.

8. Admitted.

**EVENTS GIVING RISE TO THE CLAIM**

9. Halcón is without information sufficient to admit or deny the averments of paragraph 9. The same are therefore denied.

10. Halcón is without information sufficient to admit or deny the averments of paragraph 10. The same are therefore denied.

11. Halcón is without information sufficient to admit or deny the averments of paragraph 11. The same are therefore denied.

12. Halcón is without information sufficient to admit or deny the averments of paragraph 12. The same are therefore denied.

13. Halcón is without information sufficient to admit or deny the averments of paragraph 13. The same are therefore denied.

14. Halcón is without information sufficient to admit or deny the averments of paragraph 14. The same are therefore denied. By way of further answer, Halcón denies that all prerequisites to its acceptance of Mr. Vodenichar's properties (or the properties owned by the other Plaintiffs, or other putative class members hereto) were satisfied.

15. Halcón is without information sufficient to admit or deny the averments of paragraph 15. The same are therefore denied. By way of further answer, Halcón denies that all

prerequisites to its acceptance of Mr. Vodenichar's properties (or the properties owned by the other Plaintiffs, or other putative class members hereto) were satisfied.

16. Halcón is without information sufficient to admit or deny the averments of paragraph 16. The same are therefore denied.

17. Halcón is without information sufficient to admit or deny the averments of paragraph 17. The same are therefore denied.

18. The Halcón Agreement is a written document which speaks for itself. Any attempt to characterize its terms in a manner inconsistent with the terms thereof is denied.

19. The Halcón Agreement is a written document which speaks for itself. Any attempt to characterize its terms in a manner inconsistent with the terms thereof is denied. By way of further answer, it is specifically denied that Halcón was obligated to accept and enter into an oil and gas lease with every member of the Mt. Jackson Group who submitted specified documents on a timely basis. Specifically:

- (a) It is admitted that Halcón prepared standard Lease, Order for Payment and Memorandum of Lease forms; it is denied that these Halcón forms were what CX-Energy and/or M&P tendered to their clients;
- (b) It is admitted that Halcón agreed to pay each Mt. Jackson Group landowner whose property was accepted \$3,850.00 per acre in bonus and an 18.5% royalty; it is denied that Halcón has any such obligation to the Plaintiffs or putative class members whose property was not accepted;
- (c) It is denied that Halcón's due diligence was limited to title; to the contrary, Halcón was specifically permitted to undertake any due diligence it deemed necessary and/or appropriate;

(d) It is denied that Halcón had an unrestricted obligation to accept each Mt. Jackson member who submitted the form documents on or before June 30, 2012. To the contrary, Halcón reserved the right to reject any property which failed Halcón's due diligence review;

(e) Denied. Halcón's review was specifically not limited to a review of title;

(f) Admitted.

20. Denied.

21. Denied. It is specifically denied that Exhibit 2 is a true and correct copy of the form approved of and prepared by Halcón.

22. Denied.

23. Halcón is without information sufficient to admit or deny the averments of paragraph 23. The same are therefore denied.

24. Denied. By way of further answer, Halcón's due diligence was not limited to a review of title.

25. Denied.

26. Admitted that Halcón accepted leases in the locations identified; denied that leases in these areas will be summarily rejected in the future; to the contrary, leases will be accepted or rejected on the merits of the due diligence undertaken by Halcón on each particular lease.

27. Paragraph 27 contains legal conclusions to which no response is required. To the extent a response is required, the averments of paragraph 27 are denied.

28. Denied. Halcón has no obligation to enter into leases on those rejected parcels.

29. Paragraph 29 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 29 is denied.

**CLASS ACTION ALLEGATIONS**

30. Paragraph 30 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 30 is denied.

31. Paragraph 31 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 31 is denied. By way of further answer, Halcón's due diligence was not limited to a review of title.

32. Paragraph 32 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 32 is denied.

33. Paragraph 33 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 33 is denied.

**COUNT 1**

34. Paragraph 34 is an incorporation paragraph to which no response is required. To the extent a response is deemed required, Halcón incorporates by reference as if set forth at length herein its responses to paragraphs 1-33 of Plaintiffs' Complaint.

35. The Halcón agreement is a written document which speaks for itself. Any attempt to characterize it in a manner inconsistent with its terms is strictly denied.

36. Paragraph 36 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 36 is denied.

37. Paragraph 37 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 37 is denied.

38. Paragraph 38 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 38 is denied.

39. Paragraph 39 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 39 is denied.

40. Paragraph 40 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 40 is denied.

41. Paragraph 41 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 41 is denied.

42. Paragraph 42 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 42 is denied.

43. Paragraph 43 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 43 is denied.

WHEREFORE, Halcón respectfully requests that this Honorable Court enter an Order dismissing Plaintiffs' Complaint, with prejudice, and awarding Halcón any other additional relief that this Honorable Court deems appropriate.

## COUNT II

44. Paragraph 44 is an incorporation paragraph to which no response is required. To the extent a response is deemed required, Halcón incorporates by reference as if set forth at length herein its responses to paragraphs 1-43 of Plaintiffs' Complaint.

45. Paragraph 45 contains legal conclusions to which no response is required. To the extent a response is required, paragraph 45 is denied.

WHEREFORE, Halcón respectfully requests that this Honorable Court enter an Order dismissing Plaintiffs' Complaint, with prejudice, and awarding Halcón any other additional relief that this Honorable Court deems appropriate.

**AFFIRMATIVE DEFENSES**

1. Halcón had no obligation to accept the Plaintiffs' leases. Halcón specifically bargained for the right to perform all due diligence it, in its sole discretion, felt necessary. Halcón specifically retained and bargained for the right to reject any lease(s) which it determined were undesirable geologically, geographically or for any other reason. Halcón had the absolute right to refuse to lease Plaintiffs' properties (and the properties of each of the putative class members).

2. Upon information and belief, Plaintiffs, and/or many of the putative class members, have leased their properties to other gas exploration and production companies. Thus, they have no damages (or damages far less than they assert in their complaint) and have failed to raise a claim upon which relief can be granted.

3. Estoppel;

4. Failure of consideration;

5. Fraud. Specifically, Halcón owes no duty to close with the purported class action Plaintiffs, as the Order for Payment attached as Exhibit 2 to the Complaint is not consistent with any Order for Payment approved by Halcón. To wit, the word "geology" has been fraudulently deleted from the version of the Order for Payment attached to the Plaintiffs' Complaint. A true and correct copy of the Order for Payment actually approved by Halcón for transmittal to the Plaintiffs is attached hereto as Exhibit A. Although Halcón clearly retains the right in the fraudulently altered Order for Payment attached to Plaintiffs' Complaint to decline to accept the

Plaintiffs' Leases for reasons such as failure of title, failure to approve the surface of the properties at issue and/or for any other reason uncovered by any due diligence undertaken by Halcón, to the extent that any adverse finding is made against Halcón in this case it is believed and therefore averred that the fraud inherent in the unauthorized modification of the Order for Payment is responsible therefore.

6. Laches;
7. License;
8. Statute of frauds; and
9. Waiver.

/s/ Andrew G. Jenkins  
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