

FILED
IN THE CIRCUIT COURT OF ROANE COUNTY, WEST VIRGINIA

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BEVERLY A. BATHHOUSE
CIRCUIT CLERK

GARY P. JONES and SHIRLEY J. JONES,
Individually, H. DOTSON CATHER,
Trustee of Diana Goff Cather Trusts, and
MCDOWELL POCAHONTAS COAL
COMPANY, INC., a Virginia corporation,
Plaintiffs,

v.

Civil Action No. 06-C-47E
Honorable Thomas E. Evans, III

DOMINION RESOURCES SERVICES, INC.,
a Virginia corporation, DOMINION TRANSMISSION,
INC., a Delaware corporation, and DOMINION
EXPLORATION & PRODUCTION, INC., a
Delaware corporation,

Defendants.

AMENDED COMPLAINT

1. This Court has venue and jurisdiction over this action.

2. This Court has subject matter jurisdiction over the claims set forth in this

Complaint as the claims do not arise out of federal law. The Plaintiffs and the class they seek to represent (hereinafter referred to collectively as "Plaintiffs") seek no relief under any federal laws or regulations, assert no federal claims, and withdraw any asserted state claim that is preempted by federal law. The claims herein are brought solely under state common law and state statutory law. Any and all claims or possible claims under any federal law, code, regulation, rule, and/or otherwise are expressly not brought herein and disclaimed. At all relevant times herein, the defendant, Dominion Resources Services, Inc.,

EXHIBIT B

was and is the parent company of defendant Dominion Transmission, Inc., and defendant Dominion Exploration & Production, Inc., its wholly owned subsidiaries, (said defendants hereinafter referred to as "Dominion Defendants") and said defendants were and are in the business of leasing and drilling wells for oil and gas and selling said gas to others in the State of West Virginia and the United States, including leasing of lands and the operation of wells in Roane County, West Virginia.

3. Plaintiff, Gary P. Jones and Shirley J. Jones, at all times relevant herein were owners and lessors of certain oil and gas leases by Dominion Defendants herein; plaintiff H. Dotson Cather, Trustee of Diana Goff Cather Trusts, at all times relevant herein was owner and lessor of certain oil and gas leases by Dominion Defendants herein; plaintiff McDowell Pocahontas Coal Company, Inc., at all times relevant herein was an owner and lessor of certain oil and gas leases by Dominion Defendants herein. All aforesaid oil and gas leases of plaintiffs identified hereinabove have been assumed by Dominion Defendants, which have the duties to perform thereunder.

4. This action is brought for individual claims and pursuant to Rule 23 of the West Virginia Rules of Civil Procedure as a class action on behalf of the named plaintiffs and on behalf of all West Virginia residents and others who have entered into or who are parties or beneficiaries of oil and gas leases with Dominion Defendants or with others who have assigned the duties and responsibilities of the leases to Dominion Defendants and/or which have been assumed by Dominion Defendants. Plaintiffs further assert that greater than two-thirds of the members of all proposed plaintiff classes in the aggregate are citizens of the State of West Virginia and/or that the number of citizens of the State of West

Virginia in all proposed plaintiff classes in the aggregate is substantially larger than the number of citizens from any other state and the citizenship of the other members of the proposed class is dispersed among a substantial number of states; that Dominion Defendants are sole defendants from whom significant relief is sought by members of the plaintiff class; that Dominion Defendants' alleged conduct forms a significant basis for the claims asserted by the proposed plaintiff class; that the principal injuries resulting from the alleged conduct or any related conduct of Dominion Defendants were incurred in the State of West Virginia; that during the three years preceding the filing of plaintiffs' class action herein, no other class action has been filed asserting the same or similar factual allegations against Dominion Defendants on behalf of plaintiffs; that the claims asserted herein do not involve matters of national or interstate interest; that the claims asserted herein will be governed by the laws of the State of West Virginia, which has a distinct nexus with the class members wherein the majority of all proposed plaintiff classes reside and wherein the alleged harm and alleged wrongful conduct of Dominion Defendants occurred.

5. At all times complained of herein, Dominion Defendants were acting by and through its agents, servants, employees, co-conspirators and/or joint venturers.

6. Plaintiffs are owners of oil and gas rights in West Virginia, who, or whose predecessors, leased oil and gas rights to Dominion Defendants or its predecessors.

7. Dominion Defendants agreed, or assumed the responsibility, to pay to plaintiffs a royalty on the gas produced from the wells on the aforesaid leases at fair value.

8. Dominion Defendants have not paid to plaintiffs the royalties as required pursuant to said leases, and continue to not pay plaintiffs the royalty to which they are entitled.

9. Dominion Defendants have intentionally failed and refused to pay royalties to plaintiffs at a rate calculated on the fair value of the natural gas produced and marketed from said leases.

10. Dominion Defendants entered into a scheme and design to intentionally mislead plaintiffs into believing they were being paid all the royalty due them by mailing to plaintiffs documents describing the transactions between plaintiffs and Dominion Defendants, which omitted advising plaintiffs of the significant fact that defendants were not paying plaintiffs for the royalty for which it was contracted.

11. The documents sent to plaintiffs by Dominion Defendants were incorrect and deceptive in that they omitted true and correct information, which would explain to a reasonable, prudent person that the amounts being paid were incorrect.

12. Dominion Defendants had an affirmative duty to pay to plaintiffs the true and correct royalty due them, either by virtue of the lease agreement, by virtue of West Virginia Code § 22-6-8, and/or by virtue of the contractual duty of good faith and fair dealing in all contracts, and by virtue of the fiduciary duty and responsibility of the lessee in any oil and gas lease who assumes the duty of handling the sales and accounting functions of the parties.

13. As part of the legal responsibilities of Dominion Defendants, they agreed to and/or had the duty to account for all of the sales of gas from said wells and to accurately

account for said wells and to act as a fiduciary for plaintiffs' moneys due to plaintiffs as a result of royalties due to plaintiffs.

14. Dominion Defendants intentionally violated said fiduciary responsibility.

15. Dominion Defendants intentionally violated its contractual duty to plaintiffs.

16. Dominion Defendants, concealed, suppressed and omitted material facts with intent that plaintiffs would rely upon same in connection with the sale of goods and services and in the transportation and other service charges associated with the sale of said gas.

17. Plaintiffs relied upon defendants to truly, accurately and properly carry out its contractual and fiduciary duties and responsibilities and to account to plaintiffs for payments due to plaintiffs and for any material deductions or reductions in royalty.

18. As a result of the aforesaid conduct of Dominion Defendants for many years prior hereto, plaintiffs were damaged in that they were deprived of and are owed royalty payments from Dominion Defendants and are owed interest from said deficiencies in said royalty payments.

19. The acts and conduct of Dominion Defendants were willful and wanton and in utter disregard of plaintiffs' rights.

20. At all times complained of herein, Dominion Defendants were acting for and on its own behalf and as agent, ostensible agent, servant and/or employee of others in the course and scope of its employment, agency and/or ostensible agency.

21. At all times complained of herein, Dominion Defendants were acting as a conspirator with unnamed persons, firms and corporations in common goals, schemes and designs for the goals and purposes as herein alleged and complained of.

22. At all times complained of herein, Dominion Defendants entered into a joint venture with others and with unnamed persons, firms and corporations for the goals and purposes as herein alleged and complained.

COUNT I

Plaintiffs incorporate all allegations above, the same as if fully restated and re-alleged, and plaintiffs further allege as follows:

23. Dominion Defendants violated and breached its contractual duties and responsibilities to plaintiffs, and plaintiffs were damaged thereby.

24. Plaintiffs are entitled to recover all the rents and royalties which they have been deprived of by Dominion Defendants' breach of contract.

COUNT II

Plaintiffs incorporate all allegations above, the same as if fully restated and re-alleged, and plaintiffs further allege as follows:

25. Dominion Defendants violated their fiduciary duties and responsibilities to plaintiffs as aforesaid, and plaintiffs were damaged thereby.

26. Plaintiffs are entitled to be paid their rents and royalties as described above.

COUNT III

Plaintiffs incorporate all allegations above, the same as if fully restated and re-alleged, and plaintiffs further allege as follows:

27. Dominion Defendants' intentional and knowing concealment deprived plaintiffs of the rents and royalties to which they are entitled.

28. Plaintiffs were damaged by Dominion Defendants' fraudulent misconduct in that they were denied rents and royalties under the terms of their leases or as required by law.

COUNT IV

Plaintiffs incorporate all allegations above, the same as if fully restated and re-alleged, and plaintiffs further allege as follows:

29. The acts and conduct of Dominion Defendants violated West Virginia Code § 46A-6-101 et seq. by charging them bills for services and/or things which they were not required to pay.

30. As a proximate result of the unlawful conduct of Dominion Defendants, plaintiffs were damaged in that they were deprived of rents and royalties owed them and/or are entitled to statutory damages as set forth in West Virginia Code § 46A-6-101 et seq., attorneys fees, costs, interest at the lawful rate, and other disbursements of this action.

COUNT V

Plaintiffs incorporate all allegations above, the same as if fully restated and re-alleged, and plaintiffs further allege as follows:

31. The actions of Dominion Defendants named in this "Complaint" as set forth herein above were done intentionally and with a reckless disregard for the rights of the plaintiffs and others, including the entire class, entitling the plaintiffs and the class to punitive damages for all causes of action alleged herein.

COUNT VI

Plaintiffs incorporate all allegations above, the same as if fully restated and re-alleged, and Plaintiffs further allege as follows:

32. This civil action is an appropriate case to be brought and prosecuted as a class action by plaintiffs against Dominion Defendants pursuant to Rule 23 of the West Virginia Rules of Civil Procedure.

33. There exists a class of individuals like plaintiffs who own oil and/or gas rights in West Virginia and who have entered into leases of those rights and which Dominion Defendants are the lessees or has been otherwise assigned the rights and responsibilities under and pursuant to said leases.

34. The claims of plaintiffs are typical of the claims of the class, and the plaintiffs will fairly and adequately protect the interests of the class with respect to the appropriate common issues of fact and law and have hired counsel competent to prosecute said action for and on behalf of the plaintiffs and the class.

35. The prosecution of this civil action by all plaintiffs in separate actions would create a risk of varying adjudications with respect to individual members of the class, could be dispositive of interests of other members of the class not parties and/or they may impair or impede their ability to protect their interests and/or the defendant has acted or refused to act on grounds generally applicable to the class making declaratory or injunctive relief appropriate for the whole class.

36. The class includes hundreds of oil and gas lessors in West Virginia who have leased their oil and/or gas rights to Dominion Defendants, and the class is, therefore, so

numerous that joinder of all members is impracticable.

37. There are questions of law and fact common to the class, including, but not limited to, the following:

- a. What are the appropriate deductions that Dominion Defendants may make, if any, from the rents and royalties under the aforesaid leases?
- b. Did Dominion Defendants intentionally conceal deductions from rent and royalties?
- c. Did Dominion Defendants violate West Virginia Code § 46A-6-101 et seq. by unfairly charging plaintiffs and the class for goods and services in the production, transportation and sale of the oil and gas?
- d. Did Dominion Defendants fraudulently conceal from plaintiffs and the class the deduction from rents and royalties owed to them?
- e. Are plaintiffs entitled to punitive damages from Dominion Defendants for fraudulent concealment?
- f. Are improper deductions from rents and royalties a breach of contract of the lease?
- g. Such other factual and legal issues as are apparent from the allegations and causes of action alleged above.

38. The interest of members of the class as to common questions of law and fact in individually controlling the prosecution of separate actions does not outweigh the benefits of a class action as to those issues.

39. The difficulties in management of this case as a class action are outweighed by the benefits it has with respect to disposing of common issues of law and fact as to the large number of litigants, and it is desirable to concentrate the litigation in one forum for the management of this civil action due to the number of cases filed, pending, and to be filed.

40. The questions of law and facts common to the members predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this civil action.

41. There are many individuals in the proposed class whose claims may be so small that the individual prosecution theory would not be economically feasible.

42. Jurisdiction and venue are proper in Roane County, West Virginia, pursuant to West Virginia law and the West Virginia Rules of Civil Procedure as Dominion Defendants do business in Roane County, West Virginia.

43. The individually named plaintiffs are members of the class they seek to represent. The members of the class are so numerous that joinder is impracticable and would involve thousands of litigants, and the class in all other ways are similarly situated as required under Rule 23 of the West Virginia Rules of Civil Procedure and complies with the requirements thereof.

PRAYER

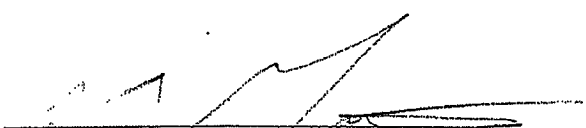
WHEREFORE, your plaintiffs and the class they seek to represent demand that they be awarded damages and Dominion Defendants and affirmative relief as follows:

1. Compensatory damages and punitive damages in an amount to be determined by the Court and jury; and
2. Damages as provided for under and pursuant to West Virginia Code § 46A-6-101 et seq., including compensatory and punitive damages and Dominion Defendants and injunctive relief; and
3. The costs and disbursements of this action, including attorney fees; and
4. Pre-judgment and post-judgment interest; and
5. Dominion Defendants and injunctive relief for providing an accounting and notice to plaintiffs and the class; and
6. That the Court finds that this is an appropriate action to be prosecuted as a class action pursuant to Rule 23 of the West Virginia Rules of Civil Procedure, and that the Court finds that plaintiffs and their counsel are appropriate representatives and appropriate counsel for the class, and that this action shall proceed as a class action on the common issues of law and fact, all as this Court deems just and proper; and
7. For such other further and general relief, compensatory, punitive, Dominion Defendants or injunctive, as the Court deems just and proper.

PLAINTIFFS DEMAND A TRIAL BY JURY.

GARY P. JONES and SHIRLEY J. JONES,
Individually, H. DOTSON CATHER,
Trustee of Diana Goff Cather Trusts, and
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