

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

EDMUND W. ABSALOM,)
et al.,)
 Plaintiffs,)
 vs.) CASE NO. 2:12-CV-394
MASON DIXON ENERGY, INC.,) Judge Watson
et al.,) Magistrate Judge King
 Defendants.)

* * *

Deposition of AMY L. ABSALOM

Monday, February 4, 2013

* * *

a plaintiff herein, taken on behalf of the defendants
in the above-entitled cause of action, pursuant to
notice and the Federal Rules of Civil Procedure, by
and before Adelle J. Carson, Court Reporter and Notary
Public within and for the State of Ohio, at the
Lancione, Lloyd & Hoffman Law Office, 3800 Jefferson
Street, Suite 101, Bellaire, Ohio 43906, commencing at
2:53 p.m.

1 APPEARANCES:

2

3 On behalf of the Plaintiffs:

4 RICHARD L. LANCIONE, Esquire

5 TRACEY LLOYD, Esquire

6 Lancione, Lloyd & Hoffman Law Office

7 Suite 101, Professional Complex

8 3800 Jefferson Street

9 P.O. Box 560

10 Bellaire, Ohio 43906

11 Telephone: (740) 676-2034

12

13 On behalf of the Defendants:

14 WILLIAM D. KLOSS, JR., Esquire

15 Vorys, Sater, Seymour and Pease, LLP

16 52 East Gay Street

17 Post Office Box 1008

18 Columbus, Ohio 43216-1008

19 Telephone: (614) 464-6360?

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21 Also present:

22 Edmund Walter Absalom

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S T I P U L A T I O N

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It is stipulated and agreed by and among
counsel for the plaintiffs and counsel for the
defendants that the deposition of AMY L. ABSALOM may
be taken by the defendants pursuant to notice, all
requirements as to the date, time, and place of the
taking of the deposition being waived.

It is further stipulated and agreed that
the deposition may be taken by and before Adelle J.
Carson, Court Reporter and Notary Public within and
for the State of Ohio; and that the deposition may be
transcribed out of the presence of the witness.

It is further stipulated and agreed by all
counsel and the deponent that the inspection, reading,
and signing of the deposition is waived.

1I N D E X.....

2 WITNESS.....EXAMINATION BY.....PAGE

3 AMY L. ABSALOM

4Mr. Kloss.....5

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13E X H I B I T S.....

14PAGE

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16 (No Exhibits Proffered)

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1 * * *

2 AMY L. ABSALOM,

3 being first duly sworn, was examined and testified as
4 follows:

5 * * *

6 E X A M I N A T I O N

7 BY MR. KLOSS:

8 Q. Mrs. Absalom, have you ever had your
9 deposition taken before?

10 A. No.

11 Q. You just saw the process. It's the same.

12 A. Okay.

13 Q. Give me your answers out loud. Let me know if
14 I ask a question that doesn't make sense. I want to
15 make sure we're communicating. All right?

16 A. Okay.

17 Q. Did you have anything to do with the
18 negotiation of this lease?

19 A. Only in the signing of it, yes.

20 Q. Did you have any discussions with Mr. Absalom
21 prior to the execution of the lease?

22 A. Just briefly, like what he went over with
23 John, what you heard that he testified --

24 Q. Okay.

1 A. -- to.

2 Q. You understood that it was a five-year lease
3 with a five-year option?

4 A. That was my understanding, yeah.

5 Q. And there was an amount paid at or around the
6 time the lease was signed, that is, the initial
7 \$3,744.00 that we --

8 A. Yes.

9 Q. You understood that was to be paid?

10 A. Yes.

11 Q. And then you also -- did you also understand
12 that for every year, if there was no activity, no
13 drilling on your property, that you would receive that
14 amount which is referred to as a delay rental; the
15 \$3,774.00, or the \$100.00 per acre?

16 A. For a certain amount of time --

17 Q. Yes.

18 A. -- yes.

19 Q. Okay. What was the "certain amount of time"?

20 A. I was not -- I'm not certain on that --

21 Q. Okay.

22 A. -- because the wording in the contract is --

23 Q. All right.

24 A. -- very confusing.

1 Q. All right. And you understood that -- but you
2 also understood that there was a possibility that
3 there could be an option for a second five years that
4 could be exercised?

5 A. I'm not -- I'm not sure.

6 Q. All right.

7 A. I can't say "yes" or "no" to that, no.

8 Q. Did you ever read the lease prior to signing
9 it?

10 A. Yes.

11 Q. You did?

12 A. Yes.

13 Q. Okay.

14 A. Before in -- in the bank we had talked about
15 it again, and we had looked it over. And just the
16 wording in the contract is not --

17 Q. Okay.

18 A. It's not clear.

19 Q. Okay.

20 A. It's not something that you can just sit down
21 and think you're going to understand it in layman's
22 terms.

23 Q. It's a legal document; is that fair?

24 A. Exactly, yes.

1 Q. But nonetheless, you did have the opportunity,
2 and you did, in fact, review it?

3 A. Yes.

4 Q. Did you, yourself, ask Mr. Marshall or anybody
5 else any questions?

6 A. Not myself, no. No, Ed did most of the
7 talking. I didn't.

8 Q. And did you ever ask Ed to rely -- relay any
9 specific questions that you had about the lease prior
10 to signing it?

11 A. No.

12 Q. What about anyone from the oil company?

13 A. No. He took care of that.

14 Q. All right. You said you went to the bank. I
15 take it you went to the bank because that's where a
16 notary was?

17 A. Yes. Uh-huh.

18 Q. So the -- so both signatures were done in the
19 bank before a notary?

20 A. Yes.

21 Q. Did you attend the meeting with Mr. Lancione
22 that Mr. Lancione held?

23 A. The one --

24 Q. The one prior to retaining him?

1 A. No. No, I did not.

2 Q. Did you have -- ever have any discussions with
3 anybody from Mason Dix- -- Mason Dixon or anybody
4 associated with Mason Dixon about the lease?

5 A. No. Other than John Marshall, that was --

6 Q. Okay.

7 A. I mean, there was -- we had met him once. I
8 recall meeting him one time. And then it was when we
9 signed.

10 Q. All right. Was Mr. Marshall present when you
11 signed?

12 A. Yes.

13 Q. The one time that you did meet Mr. Marshall
14 prior to signing the lease, was that just a "Hello.
15 How are you," or was there some substance of the lease
16 discussed?

17 A. The only thing I remember is that it was just
18 like a basic introduction. And he had come to our
19 house, but I don't remember any of the conversation.
20 That was too long ago.

21 Q. So Mr. Marshall didn't sit down with you and
22 go through the pieces and parcels of the lease, or did
23 he?

24 A. I think at that time there wasn't a whole lot

1 that was said when he initially talked until when
2 there was actually the signing. In the beginning, Ed
3 was just inquiring about it. There wasn't a whole lot
4 that I was involved in.

5 Q. Okay.

6 A. He wasn't even sure that -- that we were going
7 to go that route. And then later down the road, just
8 because I am the spouse and having my name put on the
9 document itself, that's when Ed started talking to me
10 a little bit about it. But by then, there had been so
11 much that had transpired that I wasn't --

12 Q. The train had left the station?

13 A. Yes. I was not there from Day 1 --

14 Q. All right.

15 A. -- exactly.

16 Q. And so you understood the basics of it, but
17 not the specifics?

18 A. Exactly, yes.

19 Q. And the basics were that it was a --

20 A. Just what the documents showed so...

21 Q. Okay. There was going to be some rent. There
22 was a five-year initial lease. There was going to be
23 some yearly rent paid?

24 A. Yes.

1 Q. Okay. Now, when you -- when you actually went
2 to signing -- to the signing of the lease at the bank,
3 do you recall anything about your conversation with
4 Mr. Marshall then?

5 A. No.

6 Q. Exhibit 12 that we previously marked, you
7 seemed to know something about that?

8 A. It looked like the copy that we used when we
9 obtained the contract at Hess, I think.

10 Q. Okay.

11 A. I went and picked that document up --

12 Q. Okay.

13 A. -- in St. Clairsville. And I think that that
14 maybe was it. I'm not 100 percent sure. I did go.

15 That was prior to coming here to -- to the lawyer's
16 office. It was before Ed even set up that with him
17 that he wanted to get the contract just to make sure
18 it was the same one that we had. I think he was --
19 he was looking -- looking for the contract. I don't
20 think he could find it at home. And he sent me to go
21 get that. And --

22 Q. Okay.

23 A. -- that's, I think -- to the best of my
24 knowledge, I think that that was what that pertained

1 to.

2 Q. So you believed this happened after the notice
3 came out that was in September of --

4 A. Which notice are you talking about?

5 Q. The notice that came out about the transfer to
6 Hess.

7 A. I couldn't say for certain.

8 Q. Okay.

9 A. But I'm -- I couldn't say for certain or
10 absolute.

11 Q. And you said you went in and actually picked
12 up a copy of the lease and the Order for Payment?

13 A. Yes.

14 Q. Where did you pick that up?

15 A. That was in St. Clairsville, if that is what
16 that pertains to.

17 Q. Okay. Do you believe there's another document
18 that that could pertain to?

19 A. Not -- not that I know of. I mean, I know I
20 went to go pick that up, and I think -- I think he did
21 send me with a letter.

22 Q. Who's office was that?

23 A. Hess.

24 Q. Hess?

1 A. (Nodding affirmatively.)

2 Q. So let me make sure. I don't want to belabor
3 this. Lawyers are masters at doing that.

4 So you think you actually took this to the
5 Hess office?

6 A. If it is the one that I'm thinking of. I know
7 I had gone to Hess to pick up the contract.

8 Q. Okay.

9 A. Whether that is the specific note that we
10 had, I'm not sure. But I do know that we took a note,
11 but since that is not dated on there --

12 Q. Yes.

13 A. -- I couldn't say for certain.

14 Q. All right. Well, whenever you went to pick up
15 the contract, you do recall, however, that you went to
16 the Hess office?

17 A. Yes.

18 Q. So obviously, if it was the Hess office, you
19 must have been aware to go to a Hess office. So is it
20 safe to say it came out at the -- at that time?

21 A. Well, we -- we knew that Hess was -- now had
22 our contract, yes.

23 Q. That was my question.

24 A. Yes.

1 Q. It came out after that notice from Hess?

2 A. Yes.

3 Q. Do you believe that there's anything that
4 Mr. Marshall said to you that was untrue?

5 A. We didn't have -- we didn't have a whole lot
6 of conversation together that I recall, so I can't
7 answer that.

8 Q. Did you ever have any e-mail exchanges with
9 with Mr. --

10 A. No.

11 Q. -- Marshall?

12 A. No. Not personally, not myself; just my
13 husband.

14 Q. Do you have a separate e-mail from him?

15 A. No.

16 Q. All right. Did you have any discussions with
17 your husband or his Uncle Tom with regard to the
18 \$140.00 or \$100.00 an acre delay rental negotiations
19 that went on that we covered?

20 A. The only conversation that I recall vaguely is
21 that, when the initial contract was being negotiated
22 for the \$100.00, he had inquired about asking for a
23 little bit more to -- I don't recall what the specific
24 amount was. But to my understanding, the rely back

1 was no.

2 Q. Okay. So suffice to say you knew there was
3 going to be some attempt to see if additional amounts
4 could be -- if a higher figure could be received for
5 the lease, but the response from the oil company was
6 no?

7 A. (Nodding affirmatively.)

8 Q. 100 bucks was it?

9 A. Yes. That's what they did say.

10 Q. All right. We talked about all that you can
11 recall of the conversation that you had with
12 Mr. Marshall; correct?

13 A. Yes.

14 Q. You had no other conversations with anybody
15 from the oil company?

16 A. Huh-uh. No.

17 Q. Okay. Did you ever have any discussions with
18 Uncle Tom about this?

19 A. No.

20 Q. Did you have any discussions with anybody
21 about this lease other than your lawyers?

22 A. No.

23 Q. And the signatures that appeared on the lease,
24 the addendum and the bonus agreement, that was your

1 signature?

2 A. Yes.

3 Q. Okay. When did you graduate from high school?

4 A. 1988.

5 Q. Any post high school education?

6 A. Yes. Belmont Tech College.

7 Q. Did you -- did you get --

8 A. An associate degree in nursing.

9 Q. Are you employed outside of the home?

10 A. Yes.

11 Q. What do you do?

12 A. I'm a registered nurse with Trinity Health

13 Systems in Steubenville.

14 Q. And how long have you been doing that?

15 A. I've been a nurse for almost 14 years. I've

16 been there for almost 9 years.

17 Q. Okay.

18 MR. KLOSS: That's all I've got.

19 MR. LANCIONE: Okay. Thank you. Thank

20 you for hurrying it up a little bit. I appreciate

21 it.

22 MR. KLOSS: You're welcome.

23 COURT REPORTER: Mr. Lancione, do you

24 want to waive signature on her deposition as well?

1 MR. LANCIONE: Yes, we will waive
2 signature on her also.

3 * * *

4 (Whereupon, this deposition was
5 concluded at 3:10 p.m.)

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1) ss: C E R T I F I C A T E
2 COUNTY OF BELMONT)
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3 I, ADELLE J. CARSON, Court Reporter and
4 Notary Public, duly commissioned and qualified, do
4 hereby certify that the within-named witness, AMY L.
5 ABSALOM, was by me first duly sworn to testify to the
5 truth, the whole truth, and nothing but the truth
6 in the cause aforesaid; and the testimony then given
6 by the witness was by me reduced to stenotype in the
7 presence of the witness; afterwards reduced to
7 Computer-Aided Transcription under my direction and
8 control; that the foregoing is a true and correct
8 transcription of the testimony given by said witness.
9
9

10 I do further certify that this testimony
10 was taken at the time and place in the foregoing
11 caption specified, and was completed without
11 adjournment.
12
12

13 I do further certify that I am not a
13 relative, counsel, or attorney of either party, or
14 otherwise interested in the events of this action.
14
15

15 IN WITNESS WHEREOF, I have hereunto set my
16 hand and affixed my seal of office at Wheeling, West
16 Virginia, on the 8th day of February, 2013.
17
17

18
18
19 Adelle J. Carson, Court
19 Reporter and Notary Public
20 within and for the
20 State of Ohio
21

21 My commission expires February 11, 2013.
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Fax 304-243-9701