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Attorneys for Defendant Marathon Oil Company

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

TRISTA F. JUHNKE, as personal)	No. 12-CV-00102-RFC
representative of the Estate of Dustin)	
Bergsing,)	
)	ANSWER OF DEFENDANT
Plaintiff,)	MARATHON OIL COMPANY
)	
vs.)	
)	
MARATHON OIL COMPANY, a)	
Texas corporation, and MARATHON)	
OIL CORPORATION, a Delaware)	
corporation,)	
)	
Defendants.)	

Defendant Marathon Oil Company, through its counsel Holland & Hart LLP,
for its answer to plaintiff's complaint, states as follows:

1. Defendant is without sufficient information to form a belief as to the truth of the allegations contained in paragraph 1 and therefore denies them.

2. Defendant denies that Marathon Oil Company is a Texas corporation and admits that its principal place of business is in Houston, Texas. Defendant admits that Marathon Oil Company is a subsidiary of Marathon Oil Corporation, which is a Delaware corporation. Defendant denies the remaining allegations in paragraph 2 not specifically admitted.

3. Defendant admits that its registered agent for service of process is CT Corporation System, 208 North Broadway, Suite 313, Billings, Montana 59101. Defendant admits that Yellowstone County was a proper venue when this matter was pending in state district court.

4. Defendant admits that Marathon Oil Company is engaged in exploration, drilling and production in the Bakken shale oil field in the State of North Dakota. Defendant denies any remaining allegations in this paragraph not specifically admitted.

5. Defendant admits that Dustin Bergsing was employed by Across Big Sky, a company which provided services to Marathon Oil Company in the Bakken shale oil field. Defendant admits that on or about January 7, 2012, Dustin Bergsing was at a Marathon well site near Mandaree, North Dakota. Defendant denies any remaining allegations in this paragraph not specifically admitted.

6. Defendant is unsure as to what equipment is being referred to in paragraph 6 and on that basis denies the allegations in this paragraph.

7. Defendant denies the allegations in paragraph 7 of the Complaint.

8. Defendant is without information to form a belief as to the truth of the allegations in paragraph 8 and therefore denies them.

9. Defendant is without sufficient information to form a belief as to the truth of the allegations contained in the first sentence of paragraph 9 and therefore denies them. Defendant admits the allegations in the second and third sentences of paragraph 9 of the Complaint.

10. Defendant admits that William Massello, III, M.D., signed an autopsy report on June 21, 2012. Said autopsy report speaks for itself and no further response is required. To the extent a response is required, defendant denies any remaining allegations in paragraph 10 not specifically admitted.

11. Paragraph 11 contains no factual allegations but simply a legal conclusion to which no response is required. To the extent a response is required, defendant denies the allegations in paragraph 11 of the Complaint.

12. Paragraph 12 contains no factual allegations but simply a legal conclusion to which no response is required. To the extent a response is required, defendant denies the allegations in paragraph 12 of the Complaint.

13. Defendant denies the allegations in paragraph 13 of the Complaint.

14. Defendant denies the allegations in paragraph 14 of the Complaint.
15. Defendant denies the allegations in paragraph 15 of the Complaint.
16. Defendant denies the allegations in paragraph 16 of the Complaint.
17. Defendant denies the allegations in paragraph 17 of the Complaint.
18. Defendant denies the allegations in paragraph 18 of the Complaint.
19. Defendant denies the allegations in paragraph 19 of the Complaint.
20. Defendant denies the allegations in paragraph 20 of the Complaint.
21. Defendant denies that plaintiff is entitled to any damages as requested in the prayer for relief.
22. Defendant denies any remaining allegations of the Complaint that have not specifically been admitted.

AFFIRMATIVE DEFENSES

The following defenses are asserted by and on defendant's knowledge at this time and in an effort to pursue all available defenses. Discovery may reveal that additional defenses are available and defendant reserves the right to amend its answer and plead additional defenses. Upon conclusion of discovery, defendant may withdraw any of these defenses as deemed appropriate.

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Plaintiff's claims may be barred or limited due to failure to mitigate damages.

THIRD DEFENSE

Plaintiff's claims may be barred or limited by comparative negligence.

FOURTH DEFENSE

Plaintiff's damages may have been proximately caused by the negligence or other actionable conduct of unnamed third parties over which defendant had no control or right of control and therefore may be barred in whole or in part pursuant to Mont. Code Ann. § 27-1-701 *et. seq.*

FIFTH DEFENSE

Defendant's liability and amount of damages are to be indemnified by an unnamed third party pursuant to implied and/or express indemnity or equitable indemnity.

Wherefore, Defendant prays:

- A. That judgment be entered in favor of Defendant and against Plaintiff on all claims;
- B. That plaintiff taking take nothing by the Complaint;
- C. For its costs and expenses incurred in defending this action; and
- D. For other such relief as the court may deem just and proper.

Dated this 21st day of August, 2012.

/s/ W. Scott Mitchell

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Attorneys for Defendant Marathon Oil
Company

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