RECEIVED DEC 22 2016

Fax Filed 12-16-16

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| CHARLES F. SHELOR, BETTY ANNE SHELOR MORRIS, AND MARY LYNN SHELOR CASON | § § § § | No. 58661 |
| versus | § | THIRD JUDICIAL DISTRICT COURT |
| RANGE RESOURCES – LOUISIANA, INC., ET AL | § § | LINCOLN PARISH, LOUISIANA |

# PETITION

NOW INTO COURT, through undersigned counsel, come CHARLES F. SHELOR, a citizen of the State of Texas, BETTY ANNE SHELOR MORRIS, a citizen of the State of Louisiana AND MARY LYNN SHELOR CASON, a citizen of the State of Virginia (collectively "Plaintiffs"), who respectfully plead as follows:

**Parties and Venue**

1.

Named as Defendants in this action are the following:

(a) RANGE RESOURCES – LOUISIANA, INC., A Delaware Corporation, registered to do business in the State of Louisiana ("RANGE LA"), formerly MEMORIAL RESOURCE DEVELOPMENT CORPORATION;

(b) RANGE LOUISIANA OPERATING, L.L.C., ("RANGE OP") a Delaware limited liability company, registered to do business in the State of Louisiana, formerly MRD OPERATING, L.L.C. ("MRD OP"), MRD OP formerly WILDHORSE RESOURCES, L.L.C. ("WHR");

(c) RANGE RESOURCES CORPORATION ("RANGE") a Delaware Corporation, headquartered in Fort Worth, Texas;

(d) WILDHORSE RESOURCES MANAGEMENT COMPANY, L.L.C., (WH MGMT) a Delaware limited liability company, registered to do business in the State of Louisiana.

(Sometimes collectively referred to as "Defendants")

2.

This action concerns the payment of royalty and enforcement of mineral leases covering property and production in Lincoln Parish, Louisiana, therefore this Honorable Court is a proper venue for this action.

3.

Plaintiffs are owners of mineral rights in lands located in Sections 2, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 22, 23, 25, 26, 28, 30, 31, 35, 36, all in Township 19 North, Range 4 West, Lincoln Parish, Louisiana..

4.

The Plaintiffs' mineral rights in these lands are the subject of various mineral leases of record in the records of Lincoln Parish

(All effective Oil, Gas and Mineral Leases are collectively referred to as the "Shelor Leases")

5.

Upon information and belief, RANGE LA is the current lessee in relation to the Shelor Leases.

6.

RANGE OP, as successor to MRD OP, is the current operator of the following wells:

| | |
|---|---|
| Consol Crescent | 14 #1-ALT |
| KING | 14 #1 |
| KING | 14 #2-ALT |
| LA METH ORPHAN | 14 #1-ALT |
| LA UNITED METH | 14 #1-ALT |
| T L MCCRARY | 14 HK #1-ALT |
| T L MCCRARY | 14 HK #2-ALT |
| T L MCCRARY | 14 HK #3-ALT |
| T L MCCRARY | 14 HK #4-ALT |
| T L MCCRARY | 14 HK #5-ALT |
| WRIGHT HEIRS | 14 #1-ALT |
| WRIGHT HEIRS | 14 #2-ALT |
| B MCCULLIN ET AL | 23 #1-ALT |
| B MCCULLIN ET AL | 23 #2-ALT |
| CONNIE WATTS | 24 #1-ALT |
| CONNIE WATTS | 24 #2-ALT |
| FALLIN | 23 #2-ALT |
| FALLIN | 23 #5-ALT |
| J G MITCHELL | 24 #1-ALT |
| J G MITCHELL | 24 #1-ALT |
| LA UNITED METH | 23 #1 |
| L D BARNETT | 23 #1-ALT |
| L D BARNETT | 23 #2-ALT |
| L D BARNETT | 23 #3-ALT |
| L D BARNETT | 23 #4-ALT |
| L D BARNETT | 23 #5-ALT |
| MCCRARY HEIRS | 23 #1-ALT |
| MCCRARY HEIRS | 23 #2-ALT |
| T L MCCRARY | 14 #1-ALT |
| T L MCCRARY | 14 #2-ALT |

| | |
|---|---|
| T L MCCRARY | 14 #3-ALT |
| T L MCCRARY | 14 #4-ALT |
| HARRELL | #1-ALT |
| JOE NOBLES | #3-ALT |
| JOE NOBLES | #4-ALT |
| MARLIN EXPL | #1-ALT |
| WRIGHT | #1-ALT |
| WRIGHT | #2-ALT |
| WRIGHT | #3-ALT |
| J L HOOD ETAL | 15 #1 |
| HUEY ETAL | 15 #1-ALT |
| E L HENRY | 22 #1-ALT |
| C M BICE | 15 #1-ALT |
| STEPHENSON | 22 #1-ALT |
| JOHN WARREN | 15 #1-ALT |
| MCCRARY | 22 #1-ALT |
| ROACH | 22 #1-ALT |
| BURKS | 22 #1-ALT |
| BARNETT | 22 #1-ALT |
| E L HENRY | 22 #3-ALT |
| A LEWIS | 22 #1-ALT |
| B F FALLIN | 22 #1-ALT |
| P D LEWIS | 22 #1-ALT |
| LA METH ORPHAN | 11 #1 |
| LA METH ORPHAN | 11 #2-ALT |
| LA METH ORPHAN | 11 #3-ALT |
| LARSON | #1-ALT |
| WOODARD | #2-ALT |
| LARSON | #2-ALT |
| T L MCCRARY | 14 #5-ALT |
| L D BARNETT | 23H #1-ALT |
| T L MCCRARY | 14H #1-ALT |
| FH CALLAWAY | #1 |
| CLEMENTS | #1 |
| NOBLES | A #1 |
| D NOBLES ET AL | 12 #1 |
| D NOBLES ET AL | 13H #1-ALT |
| D NOBLES ET AL | 13H #2-ALT |
| BF FALLIN | 22-15H #1-ALT |
| LA METH ORPHAN | 14H #2-ALT |
| WRIGHT | 14-11 HC #1-ALT |
| LA METH ORPHAN | 14H #1-ALT |
| LA MINERALS | 15-22H #1-ALT |
| WRIGHT | 13-24 HC #1-ALT |
| WRIGHT | 13-24 HC #3-ALT |
| WRIGHT | 13-12 HC #1-ALT |
| WRIGHT | 13-12 HC #2-ALT |
| WRIGHT | 13-12 HC #3-ALT |
| WRIGHT | 13-12 HC #4-ALT |
| T L MCCRARY | 14-11 HC #1-ALT |
| T L MCCRARY | 14-11 HC #4-ALT |
| T L MCCRARY | 14-11 HC #5-ALT |
| LA MINERALS | 15-22H #2-ALT |
| WRIGHT | 13-24 #4-ALT |
| WRIGHT | 13-24 HC #5-ALT |

| | |
|---|---|
| T L MCCRARY | 14-11 HC #2-ALT |
| T L MCCRARY | 14-11 HC #3-ALT |
| T L MCCRARY | 14-11 HC #7-ALT |
| T L MCCRARY | 14-11 HC #8-ALT |
| T L MCCRARY | 14-23-26 HC #1-ALT |
| T L MCCRARY | 14-23-26 HC #2-ALT |
| T L MCCRARY | 14-23-26 HC #3-ALT |
| T L MCCRARY | 14-23-26 HC #4-ALT |
| T L MCCRARY | 13-24-25 HC #1-ALT |
| WRIGHT | 13-24-25 HC #1-ALT |
| WRIGHT | 13-24-25 HC #2-ALT |
| WRIGHT | 13-24-25 HC #3-ALT |
| WRIGHT | 13-24-25 HC #4-ALT |
| WRIGHT | 13-12 HC #5-ALT |
| T L MCCRARY | 14-23-26 HC #5-ALT |
| DOWLING | 22-15H #1-ALT |
| MCCRARY HEIRS | 23 #3-ALT |
| L D BARNETT | 23H #2-ALT |
| KING | 14 #3-ALT |

(the "Wells").

7.

Production proceeds from the above listed Wells have been paid to the Plaintiffs by the following defendant entities during the time periods indicated:

1. WHR (1/2012 – 4/2014);
2. WH MGMT (5/2014 - 2/2015);
3. MRD OP (3/2015 – 9/2016);
4. RANGE[1] (10/2016 - Present);

8.

Upon information and belief, WHR MGMT administered Plaintiffs' royalty as a former subsidiary of Wildhorse Resources, L.L.C., who is believed to be a predecessor lessee in title to the current lessee of the Shelor Leases.

9.

Upon information and belief, and pursuant to that certain Agreement and Plan of Merger, dated February 2, 2015, WHR merged with and into MRD OP, with MRD OP assuming all of WHR's rights and obligations under their leasehold ("MRD Merger").

[1] "Range Resources Corporation and subsidiaries" is the listed payor on the Range statements.

10.

Subsequent to the MRD Merger, WHR MGMT ceased its role in administering Plaintiffs' royalty payments on or about March of 2015 at which time MRD OP began the role of administering Plaintiffs' royalty payments.

11.

Upon information and belief, and pursuant to that certain Agreement and Plan of Merger, dated May 15, 2016, MRD OP merged with and into RANGE with RANGE assuming all of MRD OP's rights and obligations under their leasehold ("Range Merger").

12.

Upon information and belief, the terms of the Shelor Leases provide for the computation of the lessors' royalty to be based on the market value at the well.

13.

Under Louisiana law, the "market value" is based in the first instance on comparable arms-length sales among willing buyers and sellers that demonstrates the going rate for the product at the point of sale. To the extent such comparable sales information is not available, Louisiana law permits "market value" to be computed based on downstream arms-length sales, less the actual and reasonable post-production expenses incurred to take the gas to market, sometimes referred to as the reconstruction method.

14.

The so-called "reconstruction method" of fixing market value does not permit the lessee-operator to apply the charges or costs of affiliate transactions to the royalty owner's interest. Furthermore, the lessee cannot utilize post-production transactions to generate a profit on the marketing function.

15.

A mineral lessee owes an implied duty to the lessor to market production obtained under the lease. The lessee's duty is to market to the best advantage of both parties. This implied duty is embedded in the Louisiana Mineral Code under La. R.S. 31:122, and requires the lessee to act for the mutual benefit of himself and his lessor.

16.

It has become apparent to Plaintiffs that deductions are being applied by Defendants, their affiliates and successors, against Plaintiffs' royalty proceeds on the Wells which does not comport with the requirements of Louisiana law. These improper deductions are more particularly described in the following paragraphs.

**Capital Costs:**

17.

In particular, Plaintiffs have become aware that Defendants are impermissibly applying a certain "capital costs reimbursement" (as described by Defendants in their payment statements) to Plaintiffs' royalty proceeds allegedly for the purpose of servicing the debt of one or more processing facility owner, through which Plaintiffs' production is transmitted.

18.

Upon information and belief, these capital costs applied to Plaintiffs' royalty proceeds were fixed by Defendants in mid-stream agreements with affiliated entities, and are applied separately and in addition to other gathering or processing costs also being deducted from Plaintiffs' royalty proceeds.

19.

The capital costs applied by Defendants do not represent an actual or reasonable post-production expense, and cannot be charged against the Plaintiffs' royalty under the law.

**Oil Restoration Fee:**

20.

In addition to the capital costs discussed above, Defendants have impermissibly applied an "Oil Restoration Fee" to Plaintiffs' royalty proceeds.

21.

The application of this type of restoration fee or tax upon the royalty owner, or overriding royalty owner, is prohibited under La. R.S. 30:87 (E) as well as other applicable law.

22.

Further, even prior to the prohibition of such restoration fees upon the royalty owner, the application of this type of restoration fee or tax upon the royalty owner, or overriding royalty owner, was not industry custom and represents an unreasonable charge upon Plaintiffs' royalty.

**Gathering, Transportation and Compression:**

23.

Royalty statements provided by the Defendants to the Plaintiffs show the Defendants are applying multiple "Gathering/Transportation" costs for each production month, at times applying 6 or more line item listings without further detailing each beyond "Gathering/Transportation".

24.

For gas products, such combined gathering and transportation costs on their own have consistently exceeded $1.00 per Mcf of gas produced. This represents a cost far in excess of what is customary and reasonable at the time the marketing contracts for such fees were entered, and for the time the gas was produced. Below, at ***Illustration No. 1***, is an excerpt from Mr. Charles Shelor's February 2016 check for December 2015's natural gas production from the TL McCrary 14-11 HC #7:

***Illustration No. 1:***

| Type | Production Date | BTU | Volume | Price | Value | Owner Percent | Distribution Percent | Volume | Value |
|---|---|---|---|---|---|---|---|---|---|
| ROYALTY INTEREST | Dec 15 | 1,040.00 | 963.00 | 1.80 | 1,738.53 | 0.00386366 | 0.00386366 | 3.72 | 6.72 |
| SEVERANCE / PRODUCTION TAX | Dec 15 | | | | (0.82) | 0.00386366 | 0.00386366 | | 0.00 |
| CAPITAL COST REIMBURSEMENT | Dec 15 | | | | (515.00) | 0.00386366 | 0.00386366 | | (1.99) |
| OIL RESTORATION FEE | Dec 15 | | | | (3.50) | 0.00386366 | 0.00386366 | | (0.01) |
| GATHERING/TRANSPORTATION EXP | Dec 15 | | | | (554.52) | 0.00386366 | 0.00386366 | | (2.14) |
| SEVERANCE / PRODUCTION TAX | Dec 15 | | | | (184.40) | 0.00386366 | 0.00386366 | | (0.71) |
| COMPRESSION-FROM PIPELINE STMT | Dec 15 | | | | (140.59) | 0.00386366 | 0.00386366 | | (0.54) |
| ROYALTY INTEREST | Dec 15 | 1,140.00 | 195,615.00 | 1.85 | 360,921.76 | 0.00386366 | 0.00386366 | 755.79 | 1,394.48 |
| OIL RESTORATION FEE | Dec 15 | | | | (643.70) | 0.00386366 | 0.00386366 | | (2.49) |
| CAPITAL COST REIMBURSEMENT | Dec 15 | | | | (23,088.66) | 0.00386366 | 0.00386366 | | (89.21) |
| SEVERANCE / PRODUCTION TAX | Dec 15 | | | | (33,901.50) | 0.00386366 | 0.00386366 | | (130.98) |
| GATHERING/TRANSPORTATION EXP | Dec 15 | | | | (13,540.09) | 0.00386366 | 0.00386366 | | (52.31) |
| SEVERANCE / PRODUCTION TAX | Dec 15 | | | | (20.12) | 0.00386366 | 0.00386366 | | (0.08) |
| GATHERING/TRANSPORTATION EXP | Dec 15 | | | | (66,687.81) | 0.00386366 | 0.00386366 | | (257.66) |
| GATHERING/TRANSPORTATION EXP | Dec 15 | | | | (5,372.75) | 0.00386366 | 0.00386366 | | (20.76) |
| GATHERING/TRANSPORTATION EXP | Dec 15 | | | | (2,161.29) | 0.00386366 | 0.00386366 | | (8.35) |
| GATHERING/TRANSPORTATION EXP | Dec 15 | | | | (7,731.75) | 0.00386366 | 0.00386366 | | (29.87) |
| GATHERING/TRANSPORTATION EXP | Dec 15 | | | | (93,235.08) | 0.00386366 | 0.00386366 | | (360.23) |
| COMPRESSION-FROM PIPELINE STMT | Dec 15 | | | | (2,398.26) | 0.00386366 | 0.00386366 | | (9.27) |

25.

In addition to the stated gathering, transportation and compression costs being in excess of reasonable values for those services, Defendants' choose to report these values, at times repeatedly, without any further description to allow a royalty owner to decipher the difference between the various costs, or whether such costs actually represent gathering, transportation or compression.[2]

26.

Defendants' practice of vaguely listing the nature of the costs applied against Plaintiffs' royalty payments resulted in a failure of Defendants to provide adequate information of costs and prevents Plaintiffs from ascertaining the nature and validity of the deductions.

27.

Upon information and belief, Defendants have also calculated Plaintiffs' royalty based upon a price which is already net of other deductions which were never reported to Plaintiffs, and therefore represents a Defendants' failure to inform Plaintiffs of all the costs being applied to their royalty interests.

28.

On information and belief, Defendants' failure to disclose adequate information regarding costs deducted from Plaintiffs' royalty payments is part of an intentional scheme to conceal these costs from Plaintiffs and other royalty owners holding an interest in the Wells. On information and belief, this effort to conceal these costs is part of an ongoing fraudulent scheme to allow Plaintiffs to disguise excessive costs from Plaintiffs and other royalty owners holding an interest in the Wells.

**Minimum Volume Commitment Penalties:**

29.

Upon information and belief, the Defendants entered gathering, processing and transportation contracts which all include an obligation to pay for minimum volume commitments. Under these commitments, Defendants are still required to pay the volume commitment fee, even if they do not utilize the full reserved capacity of the transportation contract.

[2] For example, it is apparent that Defendants have chosen to itemize "GATHERING/TRANSPORTATION EXP" into 6 separate line items for a reason which is not shared with Plaintiff as evidenced by the fact that Defendants simply repeat the same name 6 times when reporting to their royalty owners.

30.

Minimum volume commitment fees for unused pipeline capacity are not actual and reasonable costs of transporting gas to market, and therefore should not be applied to Plaintiffs' royalty. Rather, the minimum volume commitments are a charge attributable to the Defendants' overall marketing programs which are based on Defendants' estimates of production that is not derived from the Shelor Leases. They are an attempt to provide a hedge for transportation and marketing of Defendants' production in the entire area. Therefore, because only the Defendants can realize a benefit from these minimum volume commitment contracts, any associated costs or penalties for Defendants' failure to meet their commitments should be borne by Defendants alone rather than shared with royalty or overriding royalty owners.

31.

Further, applying unused pipeline capacity costs against the Plaintiffs' royalty is unreasonable and contrary to applicable law.

**Affiliated Mid-Stream Relationships:**

32.

In addition to the unreasonable and excessive post-production costs set forth in this Petition, based upon information and belief, the Defendants have applied costs to Plaintiffs' royalty proceeds for post -production activities through affiliated transactions which serve to benefit Defendants over their lessors.

33.

For example, certain gathering lines, and no less than two of the processing facilities, through which Plaintiffs' production is transmitted, were until very recently owned and operated by PennTex North Louisiana Operating, LLC, a wholly owned subsidiary of PennTex North Louisiana, LLC, which in turn is a subsidiary of PennTex Midstream Partners, LLC (collectively "PennTex").[3]

[3] PennTex Midstream Partners, LP and PennTex Midstream Partners, LLC along with other PennTex related entities, entered into a Contribution Agreement with Energy Transfer Partners, L.P. ("ETP") whereby the PenTex related entities are said to be wholly owned by ETP effective as of November 1, 2016.

34.

PennTex were affiliated entities with MRD OP from which each entity's transactions and activities served to benefit the ultimate common parent companies, or other ultimate owners.

35.

The gathering and marketing agreements by and between MRD OP and PennTex were confected between the two parties during the time of their affiliation, and contain terms outlining many of the excessive and unlawful post-production costs described above, and applied to the Plaintiffs' royalty.

36.

PennTex and MRD OP's affiliation continued throughout MRD OP's ownership and operation of the Wells and MRD OP's disbursement of Plaintiffs' royalty payments. The inequities caused by these mid-stream agreements continue to affect Plaintiffs' royalties to this day.

37.

The Defendants' incurring excessive costs from their agreements with their affiliated entities only serves to benefit the Defendants to the detriment of the royalty owners, including the Plaintiffs.

**The Effects of Excessive and Unlawful Post-Production Costs:**

38.

The combination of the above unlawful mid-stream costs has significantly depressed the value of Plaintiffs' royalty to an amount significantly below what would be expected from comparable market sales.

39.

Defendants provide Plaintiffs with check details in conjunction with each monthly royalty check. The check details purport to show the gross value for gas sold and the deductions applied in order to calculate the net amount on which they compute Plaintiffs' royalty.

40.

For example, ***Illustration No. 2*** (below) is a simplified representation of the royalty payments Defendant MRD OP made to Plaintiff Charles F. Shelor for December 2015's natural gas[4] production from the TL McCrary 14-11 HC #7:

| | |
|---|---|
| Volume of Gas Reported | 195,615 |
| Price | $1.85 |
| Gross Revenue | $360,921.76 |
| **Lessor's Proportionate Gross Revenue** | **$1,394.48** |
| Oil Restoration Fee | -$2.49 |
| Capital Cost Reimbursement | -$89.21 |
| Severance/Production Tax | -$130.98 |
| Gathering/Transportation | -$52.31 |
| Severance/Production Tax | -$0.08 |
| Gathering/Transportation | -$257.66 |
| Gathering/Transportation | -$20.76 |
| Gathering/Transportation | -$8.35 |
| Gathering/Transportation | -$29.87 |
| Gathering/Transportation | -$360.23 |
| Compression | -$9.27 |
| **Net Paid to Plaintiff** | **$433.27** |

***Illustration No. 2***

**-$961.21 (69%) in**
**Post-Production Costs**

41.

As shown in ***Illustration No. 2***, the Defendants are subjecting Plaintiffs to excessive deductions, resulting in **Plaintiffs realizing only 31% of their proportionate gross revenue** for the gas produced attributable to their interest.

**Plaintiffs' Demands:**

42.

By letter dated July 26, 2016, Plaintiffs made written demand upon both MRD OP and WH for proper payment of their royalty in accordance with the Louisiana Mineral Code. (the "Demand") Both MRD OP and WH received said demand on August 1, 2016.

43.

Plaintiffs' Demand requested that WH and MRD OP pay and restore to Plaintiffs:

[4] The natural gas production for the month shown in the example is in no way meant to serve as a limitation of Plaintiffs' claims to natural gas only. Plaintiffs' claims are applicable to all products produced from the Wells.

(a) The immediate refund of all Capital Costs applied against the Shelor Family's royalty;
(b) The immediate refund of all Midstream Costs applied against the Shelor Family's royalty in excess of the customary, third party, arms-length amounts for the same services;
(c) The immediate refund of all costs applied against the Shelor Family's royalty which represent any costs for unused capacity commitments on transportation or gathering lines;
(d) The immediate refund of all transportation costs applied against the Shelor Family's royalty which are in excess of the actual increase in price realized by such transportation;
(e) A reconciliation of each well listed on Exhibit "A" which displays the Mcf amount which is attributable to each liquid sale so that the owner may reconcile the total production with that reported to the Louisiana Office of Conservation.

44.

Memorial Resource Development Corporation (currently RANGE) provided a written response to Plaintiffs' demands on behalf of MRD OP. In this response, it refused to reimburse any of the improperly-withheld royalty and broadly asserted that all costs charged to Plaintiffs' royalty were reasonable. The response did not provide a reasonable basis for refusing to reimburse the improper deductions.

45.

Memorial Resource Development Corporation's response also stated: "A detailed explanation of the necessary deductions charged by the gas processors will be sent by separate letter." However, no separate letter was sent. The only further explanation was by conference call between undersigned counsel and in-house counsel for Memorial Resource Development Corporation (currently RANGE). Although further details were provided on the general process of their mid-stream activities, those details did not refute or undermine the allegations made within this Petition.

46.

WH did not provide a written response to Plaintiffs' Demands. Representatives of MRD OP subsequently stated in a phone call with undersigned counsel that they believed RANGE's response addressed any demand upon WH based upon the terms of the MRD Merger.

**Summary and Prayer:**

47.

Plaintiffs show Defendants' application of excessive and unlawful post-production costs upon Plaintiffs' royalty were undertaken willfully, with the intention of improperly suppressing the Plaintiffs' royalty below what is due and called for by law and by contract. In the process, Defendants' actions only serve to promote their own self-interests by taking Plaintiffs' rightful share of royalty proceeds in an effort to maximize the economic benefits for themselves, and to the detriment of the royalty owner Plaintiffs.

48.

Further, Defendants have intentionally failed to inform Plaintiffs of the totality of costs being applied to their royalty by paying a price which is already net of certain costs, as well as intentionally obscuring the nature of the costs which they have reported to Plaintiffs. Each failure to inform being for the purpose of suppressing the Plaintiffs' knowledge of the ultimate costs being applied to their interests.

49.

Alternatively, the Defendants undertook these unlawful actions listed above with willful and reckless disregard for Plaintiffs' rights as lessors.

50.

Plaintiffs are entitled to recover the full amount of the deductions wrongfully withheld from their royalty computations, along with double the amount due as damages, as well as attorneys' fees and interest.

51.

Plaintiffs are further entitled to a permanent injunction barring Defendants from charging Plaintiffs' royalty with the improper post-production costs alleged herein.

52.

Plaintiffs are demanding royalties due and damages in excess of Fifty Thousand Dollars ($50,000.00), and therefore request a jury trial in accordance with Louisiana Code of Civil Procedure Art. 1731.

WHEREFORE, PLAINTIFFS PRAY that this petition be served upon Defendants as specified below and, after due proceedings had, this Court enter judgment in favor of Plaintiffs and against Defendants *in solido* as follows:

A. Awarding Plaintiffs a sum equal to the amount of all underpaid amounts of royalty due ("***Amounts Due***") from the first production of each well referenced herein through the date of the final payment due at the time of the judgment;

B. Finding that no reasonable cause was provided by Defendants in writing for their failure to properly pay royalties to Plaintiffs;

C. Awarding Plaintiffs, as damages, a sum equal to double the Amounts Due, as well as interest on all sums calculated from the date due, and reasonable attorney's fees and all costs, in accordance with La. R.S. 31: 139, *et seq.* of the Louisiana Mineral Code;

D. Ordering Defendants to specifically perform their obligation to pay royalties to Plaintiff under the Leases in the future without improper or excessive deductions charged against such royalties; and

E. That Defendants be cast with all costs of this matter.

PLAINTIFFS PRAY FURTHER FOR all other relief, legal or equitable, to which they are entitled.

Respectfully submitted by,

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***Counsel for Plaintiffs***

**PLEASE HOLD SERVICE**

Fax filed 12-16-16

CHARLES F. SHELOR, BETTY ANNE SHELOR MORRIS, AND MARY LYNN SHELOR CASON § DOCKET NO. 586601

VERSUS § THIRD JUDICIAL DISTRICT COURT

RANGE RESOURCES - LOUISIANA, INC., ET AL § LINCOLN PARISH, LOUISIANA

## VERIFICATION

STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, came and appeared, CHARLES F. SHELOR, as a named Plaintiff in the above captioned matter, who after being first duly sworn, did depose that he has read the attached and foregoing *Petition,* and that the information contained therein is true and correct to the best of his knowledge, information and belief.

By: ______________________
CHARLES F. SHELOR

SWORN TO AND SUBSCRIBED BEFORE ME, on this 13th day of December, 2016.

______________________
NOTARY PUBLIC

CHRIS BARRETT
Notary Public, State of Texas
Comm. Expires 03-02-2020
Notary ID 128236684

A True Copy of the Original on File
This DEC 2 1 2016, 20
Donna Elliott
Dy. Clerk, District Court