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CAUSE NO. _____

MICHAEL C. GARVEY, THE GIBSON FAMILY TRUST OF THE 17TH DAY OF MARCH, 2000, WILLIAM G. GILL, JR., JOSEPH MICHAEL GRAZER, CLARENCE L. HAGGARD and wife, BEATRIX HAGGARD, DAVID A. HALE and wife, HENRIETTA W. HALE, EDWIN H. AND BILLIE FAYE HARDESTY TRUST, FRANK H. HARRIS, ELWIN K. HASELTINE and wife, MARILYN L. HASELTINE, PAUL D. HATFIELD and wife, SHERRY A. HATFIELD, DOROTHY A. HATFIELD, TERRY E. HAWKINS, ANOINETTE HERNANDEZ, JERRY L. HILLIARD and wife, ETHEL HILLIARD, JAMES R. HOBBS and wife, ANN T. HOBBS, EVERETT J. HORST, SUSAN K. HUGHES, RHONDA S. HUNT, PATRICIA J. HYDEN, RODNEY L. IRVIN and wife, MARY L. IRVIN, HOWARD G. JOHNSON and wife, WANDA L. JOHNSON, CHARLES S. KELLEY and wife, DEE A. ANDREWS KELLEY, KENNETH D. KEY and wife, LESA J. KEY, WILLIAM BRUCE KIKER and wife, MARY LOUISE KIKER, BARBARA L. KIRKLAND, KWIK KAR OF COLLEYVILLE TEXAS, LLC, CARL D. LANE and wife, NORITA LANE, ELIZABETH KAY LAYTON, ROBERT J. LEMKE and wife, JENNIFER S. LEMKE, PHILLIP LIGHT and wife, CARLA ROBIN LIGHT, KEVIN E. MASTER and wife, RACHEL STOWE-MASTER, MARY J. MASTERTON, RICHARD W. MAX and wife, JACQUELINE L. MAX, BILLY J. MCCLURE AND JANICE J. MCCLURE REVOCABLE LIVING TRUST, VICTOR A. MILLER and wife, SHIRLEY B. MILLER, ANTIONETTA T. MOONEY, PAUL LEROY MOORE and wife, EVA MOORE, GARY E. MOORE and wife, JULIE L. MOORE, KAREN JEAN MOORE, and NORVELL R. MOSS and wife, BEVERLY J. MOSS,

Plaintiffs,

v.

IN THE DISTRICT COURT OF

TARRANT COUNTY, TEXAS

___TH JUDICIAL DISTRICT

FILED
TARRANT COUNTY
2010 OCT 20 PM 2:23
THOMAS A. WILDER
DISTRICT CLERK

TITAN OPERATING, LLC, and, THE
CAFFEY GROUP, LLC,
Defendants.

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PLAINTIFFS' ORIGINAL PETITION

NOW COME Michael C. Garvey, The Gibson Family Trust of the 17th day of March, 2000, William G. Gill, Jr., Joseph Michael Grazer, Clarence L. Haggard and wife, Beatrix Haggard, David A. Hale and wife, Henrietta W. Hale, Edwin H. and Billie Faye Hardesty Trust, Frank H. Harris, Elwin K. Haseltine and wife, Marilyn L. Haseltine, Paul D. Hatfield and wife, Sherry A. Hatfield, Dorothy A. Hatfield, Terrye E. Hawkins, Anoinette Hernandez, Jerry L. Hilliard and wife, Ethel Hilliard, James R. Hobbs and wife, Ann T. Hobbs, Everett J. Horst, Susan K. Hughes, Rhonda S. Hunt, Patricia J. Hyden, Rodney L. Irvin and wife, Mary L. Irvin, Howard G. Johnson and wife, Wanda L. Johnson, Charles S. Kelley and wife, Dee A. Andrews Kelley, Kenneth D. Key and wife, Lesa J. Key, William Bruce Kiker and wife, Mary Louise Kiker, Barbara L. Kirkland, Kwik Kar of Colleyville Texas, LLC, Carl D. Lane and wife, Norita Lane, Elizabeth Kay Layton, Robert J. Lemke and wife, Jennifer S. Lemke, Phillip Light and wife, Carla Robin Light, Kevin E. Master and wife, Rachel Stowe-Master, Mary J. Masterson, Richard W. Max and wife, Jacqueline L. Max, Billy J. McClure and Janice J. McClure Revocable Living Trust, Victor A. Miller and wife, Shirley B. Miller, Antionetta T. Mooney, Paul Leroy Moore and wife, Eva Moore, Gary E. Moore and wife, Julie L. Moore, Karen Jean Moore, and Norvell R. Moss and wife, Beverly J. Moss, Plaintiffs herein, complaining of TITAN OPERATING, L.L.C., and, THE CAFFEY GROUP, LLC and for cause of action would show this Honorable Court as follows:

1.0 Discovery Level

1.01 Plaintiffs intend to conduct discovery in this case as a Level 3 case pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

2.0 Jurisdiction and Venue

2.01 Jurisdiction is proper in this Court as the amount in controversy is within the jurisdictional limits of this Court.

2.02 Venue is proper in this County pursuant to Section 15.001 *et seq* of the Texas Civil Practice and Remedies Code and pursuant to Section 15.01 *et seq* of the Texas Business and Commerce Code as one or more of the Defendants is a resident of this County.

3.0 Parties

3.01 Plaintiff, Michael C. Garvey, is an individual resident of Tarrant County, Texas. The last three digits of his social security number are [REDACTED] and the last three digits of his driver's license number are [REDACTED].

3.02 Plaintiff, The Gibson Family Trust of the 17th day of March, 2000, owns real property within Tarrant County, Texas. Norman Gibson and Doris Gibson are the trustees of the trust.

3.03 Plaintiff, William G. Gill, Jr., is an individual resident of Tarrant County, Texas. The last three digits of his social security number are [REDACTED] and the last three digits of his driver's license number are [REDACTED].

3.04 Plaintiff, Joseph Michael Grazer, is an individual resident of Tarrant County, Texas. The last three digits of his social security number are [REDACTED] and the last three digits of his driver's license number are [REDACTED].

- 3.05 Plaintiffs, Clarence L. Haggard and wife, Beatrix Haggard, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Clarence L. Haggard and the last three digits of his driver's license number will be provided by supplemental pleading. The last three digits of the social security number for Beatrix Haggard are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.06 Plaintiffs, David A. Hale and wife, Henrietta W. Hale, are individual residents of Tarrant County, Texas. The last three digits of the social security number for David A. Hale are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Henrietta W. Hale are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.07 Plaintiff, Edwin H. and Billie Faye Hardesty Trust, was created by trust agreement dated September 16, 1993. Edwin H. Hardesty and Billie Faye Hardesty are the trustees of the trust which owns real property within Tarrant County, Texas. The last three digits of Edwin H. Hardesty's social security number are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of Billie Faye Hardesty's social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.08 Plaintiff, Frank H. Harris, is an individual resident of Tarrant County, Texas. The last three digits of his social security number are [REDACTED] and the last three digits of his driver's license number are [REDACTED].
- 3.09 Plaintiffs, Elwin K. Haseltine and wife, Marilyn L. Haseltine, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Elwin K. Haseltine are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last

three digits of the social security number for Marilyn L. Haseltine and the last three digits of her driver's license number will be provided by supplemental pleading.

- 3.10 Plaintiffs, Paul D. Hatfield and wife, Sherry A. Hatfield, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Paul D. Hatfield are [REDACTED]. The last three digits of the social security number for Sherry A. Hatfield are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.11 Plaintiff, Dorothy A. Hatfield, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.12 Plaintiff, Terrye E. Hawkins, is an individual resident of Tarrant County, Texas. The last three digits of his social security number and the last three digits of his driver's license number will be provided by supplemental pleading.
- 3.13 Plaintiff, Anoinette Hernandez, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.14 Plaintiffs, Jerry L. Hilliard and wife, Ethel Hilliard, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Jerry L. Hilliard are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Ethel Hilliard are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.15 Plaintiffs, James R. Hobbs and wife, Ann T. Hobbs, are individual residents of Tarrant County, Texas. The last three digits of the social security number for James R. Hobbs are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of

the social security number for Ann T. Hobbs and the last three digits of her driver's license number will be provided by supplemental pleading.

3.16 Plaintiff, Everett J. Horst, is an individual resident of Tarrant County, Texas. The last three digits of his social security number are [REDACTED] and the last three digits of his driver's license number are [REDACTED].

3.17 Plaintiff, Susan K. Hughes, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

3.18 Plaintiff, Rhonda S. Hunt, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

3.19 Plaintiff, Patricia J. Hyden, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

3.20 Plaintiffs, Rodney L. Irvin and wife, Mary L. Irvin, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Rodney L. Irvin are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Mary L. Irvin are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

3.21 Plaintiffs, Howard G. Johnson and wife, Wanda L. Johnson, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Howard G. Johnson are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last

three digits of the social security number for Wanda L. Johnson are [REDACTED] and the last three digits of her driver's license number are [REDACTED]

3.22 Plaintiffs, Charles S. Kelley and wife, Dee A. Andrews Kelley, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Charles S. Kelley are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Dee A. Andrews Kelley are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

3.23 Plaintiffs, Kenneth D. Key and wife, Lesa J. Key, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Kenneth D. Key are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Lesa J. Key are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

3.24 Plaintiffs, William Bruce Kiker and wife, Mary Louise Kiker, are individual residents of Tarrant County, Texas. The last three digits of the social security number for William Bruce Kiker are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Mary Louise Kiker are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

3.25 Plaintiff, Barbara L. Kirkland, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED].

3.26 Plaintiff, Kwik Kar of Colleyville Texas, LLC, is a Texas Limited Liability Company with its principal place of business in Tarrant County, Texas.

3.27 Plaintiffs, Carl D. Lane and wife, Norita Lane, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Carl D. Lane are [REDACTED] and the

last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Norita Lane are [REDACTED] and the last three digits of her driver's license number are [REDACTED]

3.28 Plaintiff, Elizabeth Kay Layton, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED]

3.29 Plaintiffs, Robert J. Lemke and wife, Jennifer S. Lemke, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Robert J. Lemke are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Jennifer S. Lemke are [REDACTED] and the last three digits of her driver's license number are [REDACTED]

3.30 Plaintiffs, Phillip Light and wife, Carla Robin Light, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Phillip Light are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Carla Robin Light are [REDACTED] and the last three digits of her driver's license number are [REDACTED]

3.31 Plaintiffs, Kevin E. Master and wife, Rachel Stowe-Master, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Kevin E. Master are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Rachel Stowe-Master are [REDACTED] and the last three digits of her driver's license number are [REDACTED].

- 3.32 Plaintiff, Mary J. Masterson, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.33 Plaintiffs, Richard W. Max and wife, Jacqueline L. Max, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Richard W. Max are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Jacqueline L. Max are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.34 Plaintiff, Billy J. McClure and Janice J. McClure Revocable Living Trust, was created by trust agreement dated July 8, 1999. Billy J. McClure and Janice J. McClure are the trustees of the trust which owns real property within Tarrant County, Texas. The last three digits of Billy J. McClure's social security number are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of Janice J. McClure's social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.35 Plaintiffs, Victor A. Miller and wife, Shirley B. Miller, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Victor A. Miller are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Shirley B. Miller are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.36 Plaintiff, Antionetta T. Mooney, is an individual resident of Tarrant County, Texas. The last three digits of her social security number and the last three digits of her driver's license number will be provided by supplemental pleading.

- 3.37 Plaintiffs, Paul Leroy Moore and wife, Eva Moore, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Paul Leroy Moore are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Eva Moore are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.38 Plaintiffs, Gary E. Moore and wife, Julie L. Moore, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Gary E. Moore are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Julie L. Moore are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.39 Plaintiff, Karen Jean Moore, is an individual resident of Tarrant County, Texas. The last three digits of her social security number are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.40 Plaintiffs, Norvell R. Moss and wife, Beverly J. Moss, are individual residents of Tarrant County, Texas. The last three digits of the social security number for Norvell R. Moss are [REDACTED] and the last three digits of his driver's license number are [REDACTED]. The last three digits of the social security number for Beverly J. Moss are [REDACTED] and the last three digits of her driver's license number are [REDACTED].
- 3.41 Defendant Titan Operating, LLC ("Titan") is a Texas limited liability corporation which can be served through its agent for service of process, William Ford, at 111 West 4th Street, Suite 300, Fort Worth, TX 76102.
- 3.42 Defendant The Caffey Group, LLC ("Caffey") is a foreign limited liability corporation, which is licensed to do business in the State of Texas, and can be served through its

registered agent for service of process, Mark Caffey, 309 West 7th Street, Suite 1300, Fort Worth, Texas 76102.

4.0 Factual Background

4.01 Plaintiff Michael C. Garvey is the owner of the mineral estate in the real property known as [REDACTED] which is part of The Oaks Addition (“the Garvey Property”).

4.02 Plaintiff, The Gibson Family Trust of the 17th day of March, 2000, is the owner of the mineral estate in the real property known as [REDACTED] [REDACTED] (“the Gibson Property”).

4.03 Plaintiff William G. Gill, Jr. is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Highland Acres Addition (“the Gill Property”).

4.04 Plaintiff Joseph Michael Grazer is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the Grazer Property”).

4.05 Plaintiffs Clarence L. Haggard and wife, Beatrix Haggard are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Polson, Thomas J Survey (“the Haggard Property”).

4.06 Plaintiffs David A. Hale and wife, Henrietta W. Hale are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Rustic Oaks Addition (“the Hale Property”).

- 4.07 Plaintiff, Edwin H. and Billie Faye Hardesty Trust, is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Crossing at Colleyville Addition (“the Hardesty Property”).
- 4.08 Plaintiff Frank H. Harris is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the Harris Property”).
- 4.09 Plaintiffs Elwin K. Haseltine and wife, Marilyn L. Haseltine are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the Haseltine Property”).
- 4.10 Plaintiffs Paul D. Hatfield and wife, Sherry A. Hatfield are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the P. Hatfield Property”).
- 4.11 Plaintiff Dorothy A. Hatfield is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the D. Hatfield Property”).
- 4.12 Plaintiff Terrye E. Hawkins is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Crossing at Colleyville Addition (“the Hawkins Property”).
- 4.13 Plaintiff Anoinette Hernandez is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Crossing at Colleyville Addition (“the Hernandez Property”).

- 4.14 Plaintiffs Jerry L. Hilliard and wife, Ethel Hilliard are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Bbb & C Ry Survey (“the Hilliard Property”).
- 4.15 Plaintiffs James R. Hobbs and wife, Ann T. Hobbs are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Briarwood Addition (“the Hobbs Property”).
- 4.16 Plaintiff Everett J. Horst is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Highland Acres Addition (“the Horst Property”).
- 4.17 Plaintiff Susan K. Hughes is the owner of the mineral estate in the real property known as [REDACTED], which is part of the Saddlebrook Addition (“the Hughes Property”).
- 4.18 Plaintiff Rhonda S. Hunt is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Highland Acres Addition (“the Hunt Property”).
- 4.19 Plaintiff Patricia J. Hyden is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Rustic Oaks Addition (“the Hyden Property”).
- 4.20 Plaintiffs Rodney L. Irvin and wife, Mary L. Irvin are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Crossing at Colleyville Addition (“the Irvin Property”).

- 4.21 Plaintiffs Howard G. Johnson and wife, Wanda L. Johnson are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of the Rustic Oaks Addition (“the Johnson Property”).
- 4.22 Plaintiffs Charles S. Kelley and wife, Dee A. Andrews Kelley are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the Kelley Property”).
- 4.23 Plaintiffs Kenneth D. Key and wife, Lesa J. Key are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Oak Crest Hills Addition (“the Key Property”).
- 4.24 Plaintiffs William Bruce Kiker and wife, Mary Louise Kiker are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the Kiker Property”).
- 4.25 Plaintiff Barbara L. Kirkland is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Olson Kennel Addition (“the Kirkland Property”).
- 4.26 Plaintiff, Kwik Kar of Colleyville Texas, LLC, is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Kaybird Addition (“the Kwik Kar Property”).
- 4.27 Plaintiffs Carl D. Lane and wife, Norita Lane are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Oak Crest Hills Addition (“the Lane Property”).

- 4.28 Plaintiff Elizabeth Kay Layton is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Lonesome Dove Estates Addition (“the Layton Property”).
- 4.29 Plaintiffs Robert J. Lemke and wife, Jennifer S. Lemke are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Rustic Oaks Addition (“the Lemke Property”).
- 4.30 Plaintiffs Phillip Light and wife, Carla Robin Light are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Rustic Oaks Addition (“the Light Property”).
- 4.31 Plaintiffs Kevin E. Master and wife, Rachel Stowe-Master are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Reagan Estates Addition (“the Master Property”).
- 4.32 Plaintiff Mary J. Masterson is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Oak Crest Hills Addition (“the Masterson Property”).
- 4.33 Plaintiffs Richard W. Max and wife, Jacqueline L. Max are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the Max Property”).
- 4.34 Plaintiff, Billy J. McClure and Janice J. McClure Revocable Living Trust, is the owner of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of the Highland Acres Addition (“the McClure Property”).

- 4.35 Plaintiffs Victor A. Miller and wife, Shirley B. Miller are the owners of the mineral estate in the real property known as [REDACTED], which is part of the Briarwood Addition (“the Miller Property”).
- 4.36 Plaintiff Antionetta T. Mooney is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Oak Crest Hills Addition (“the Mooney Property”).
- 4.37 Plaintiffs Paul Leroy Moore and wife, Eva Moore are the owners of the mineral estates in the real properties known as: [REDACTED] (“the P. Moore Properties”).
- 4.38 Plaintiffs Gary E. Moore and wife, Julie L. Moore are the owners of the mineral estate in the real propertie known as [REDACTED], which is part of The Oaks Addition (“the G. Moore Property”).
- 4.39 Plaintiff Karen Jean Moore is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Colleyville Estates Addition (“the K. Moore Property”).
- 4.40 Plaintiffs Norvell R. Moss and wife, Beverly J. Moss are the owners of the mineral estate in the real property known as [REDACTED], which is part of the Walker Addition (“the Moss Property”).
- 4.41 The Properties referred to in 4.01-4.40 (collectively referred to herein as “the Property”) overlay the geographic strata known as the Newark East Field, commonly referred to as the Barnett Shale, a known and recognized formation which is characterized by prolific natural gas production.

- 4.42 The Property also lies within the boundaries of the homeowners' coalition known as the Bransford Area Minerals Co-Operative ("BAMCO"). BAMCO is a coalition of homeowners, homeowners' associations and/or neighborhoods, including the Plaintiffs and other mineral rights owners, which are located in reasonable geographic proximity to each other and which agreed to cooperate with each other and to undertake negotiations with various oil and gas entities for the leasing of such lands (including the Property), on the most favorable terms that BAMCO could negotiate.
- 4.43 BAMCO, on behalf of the group of homeowners, neighborhoods and homeowners associations, (including the Plaintiffs) and others similarly situated, undertook negotiations with XTO Energy and Titan Operating to acquire the most knowledgeable, skilled and experienced entity to maximize the recovery of the group of homeowners, neighborhoods and homeowners' associations (including the Plaintiffs') minerals from the Property. Defendant Titan represented that it, along with its agent, Defendant Caffey, had the necessary financial means to maximize recovery of the mineral interests belonging to BAMCO, and that they were focused solely on the area of northeast Tarrant County where BAMCO is located. Titan/Caffey knew that BAMCO was acting for and on behalf of a large group of homeowners, neighborhoods, and homeowners' associations which owned mineral interests within the geographic boundaries of BAMCO, and that many such mineral interest owners were waiting to lease their lands until the BAMCO negotiations with the various candidates, including Titan/Caffey, had concluded.
- 4.44 Titan/Caffey knew that the announcement that an agreement had been reached with BAMCO resulted in hundreds of homeowners, neighborhoods, and homeowners' associations' reliance upon the BAMCO negotiators' endorsement.

4.45 On or about October 16, 2008, BAMCO and Titan/Caffey reached an agreement via email pursuant to which Titan/Caffey agreed to offer a negotiated lease form and negotiated lease terms to all unleased mineral estate interests in lands lying within the geographic boundaries of BAMCO. BAMCO's counsel then worked with Titan/Caffey and arrived at an agreed upon lease form to be used by Titan/Caffey to lease all unleased mineral estate interests within the geographic boundaries of BAMCO. The combination of the negotiated lease form and the email agreement form the contract between Titan/Caffey and BAMCO ("the Contract"). On or about October 17, 2008, BAMCO endorsed the Contract to its members via email and a posting on the BAMCO website. Titan/Caffey then instructed the BAMCO negotiators that Caffey would organize, prepare and notify the group of homeowners, neighborhoods and homeowners' associations of the order and means by which the leasing would occur, and asked the BAMCO negotiators to assist Titan/Caffey in disseminating information about the manner and means by which the leasing of the mineral estates would occur.

4.46 Titan/Caffey and BAMCO both knew and understood that BAMCO was not an owner of any real property interest and that all discussions, negotiations, and agreements arrived at were intended to be for the direct benefit of the group of homeowners, neighborhoods, and homeowners' associations which owned unleased mineral estate interests located within the geographic boundaries of BAMCO. Titan/Caffey and BAMCO consented to the terms and intended that the Contract would provide significant benefits to all unleased owners of the mineral estates within the geographic boundaries of BAMCO ("Intended Beneficiaries"), including the Plaintiffs. Both Titan/Caffey and BAMCO intended that

such benefits would be direct, and not merely incidental, benefits to the unleased mineral estate owners, including the Plaintiffs.

- 4.47 Titan/Caffey intended to and did publicize its intention to lease any and all unleased mineral estate interests located within BAMCO by various methods including, but not limited to emails, phone calls, and postings on the BAMCO website. All such communications confirmed the existence of the Contract between Titan/Caffey and BAMCO.
- 4.48 Titan/Caffey's communications of the Contract were intended to reach all Intended Beneficiaries and to assure them that Titan/Caffey would offer all Intended Beneficiaries the opportunity to lease their minerals upon terms and conditions which were clear and definite. BAMCO accepted the offer by Titan/Caffey. All necessary terms and conditions of the Contract were set forth so that no further negotiations concerning any terms of the Contract were left open.
- 4.49 Each of the communications from Titan/Caffey was intended to and did evidence the fact that anyone, including the Plaintiffs, who owned an unleased mineral estate interest within BAMCO, was entitled, as an Intended Beneficiary of the Contract, to an offer to lease their mineral interest to Titan/Caffey in accordance with the Contract. These communications instructed the Intended Beneficiaries that they would receive additional information, such as where and when to attend signing events, and generally left the Plaintiffs and others similarly situated with the understanding that Plaintiffs only needed to wait until they were told when and where to attend the appropriate signing event and not to lease to any of Titan/Caffey's competitors.

- 4.50 The Plaintiffs are owners of mineral estates located within the geographic boundaries of BAMCO and, as such, are included within the Intended Beneficiaries of the Contract. The Contract gave Plaintiffs a right to an offer from Defendants to lease their unleased mineral interests. Pursuant to the terms and conditions of the Contract, Plaintiffs were granted the power to accept the terms of the lease form at a signing event.
- 4.51 Plaintiffs were notified of the Contract between BAMCO and Titan/Caffey and have done everything they have been asked to do.
- 4.52 Titan/Caffey made misrepresentations to the BAMCO leadership and encouraged BAMCO to forward such information to the Intended Beneficiaries. These misrepresentations were intended to be and were justifiably relied upon by the BAMCO leadership and the Intended Beneficiaries. These concerted acts by the Defendants directly and proximately caused indivisible harm and injury to the Plaintiffs herein, and each of the Defendants is jointly and severally liable for the harm and injury caused.
- 4.53 Plaintiffs, in good faith based upon the representations made by Defendants, believed that Titan/Caffey would lease their mineral interests and that they would receive the agreed upon bonuses. Plaintiffs reasonably relied upon such representations that Defendants would honor the Contract between BAMCO and Titan/Caffey.
- 4.54 BAMCO and Plaintiffs fully performed their duties under the Contract. Defendants have since breached the Contract and have failed and refused to honor the Contract intended to result in an offer to Plaintiffs.

5.0 FIRST CAUSE OF ACTION – Third Party Beneficiary Claims

- 5.01 Plaintiffs incorporate Paragraphs 4.01 through 4.54 as if set forth herein again verbatim.

- 5.02 Plaintiffs are not parties to the Contract between BAMCO and Titan/Caffey, but the Contract as negotiated was intended to provide benefits to all Intended Beneficiaries (including the Plaintiffs) with unleased mineral estate interests located within BAMCO. Plaintiffs are each individually and collectively third party beneficiaries of the Contract. As Intended Beneficiaries of the Contract, Plaintiffs are vested with various rights under the Contract. Specifically, the Contract provided that Titan/Caffey must extend an offer of the agreed lease form to Plaintiffs, and other similarly situated, with a right to accept that offer.
- 5.03 The right to accept the offer was an irrevocable right which vested in the Plaintiffs at the time the Contract was agreed to and executed by both BAMCO and Titan/Caffey, and Plaintiffs were entitled to exercise their power of acceptance within a reasonable period of time thereafter. Defendants provided information and representations which made it clear that the Intended Beneficiaries, including the Plaintiffs, need only wait to hear when they should attend their signing event.
- 5.04 Several promises were made to Plaintiffs and BAMCO regarding the status of their offers, and each of these statements was made to induce Plaintiffs and others similarly situated to lease only to Titan/Caffey through the agreed Contract, and to reassure the Plaintiffs that they would not be excluded from the benefits they were entitled to under the Contract. Such statements and reassurances were made by Defendants with the intention that the Plaintiffs would rely upon such statements and reassurances. Both BAMCO and Plaintiffs reasonably relied upon such statements.
- 5.05 Despite such statements and reassurances, Titan/Caffey breached the terms and conditions of the Contract by preventing Plaintiffs from exercising their right to accept

Titan/Caffey's offer to lease because Titan/Caffey has refused to follow through with the Contract. Defendants have refused to fulfill their obligations under the Contract without justification or provocation and in breach of the Plaintiffs' contractual rights as third party beneficiaries.

5.06 Plaintiffs here and now sue for specific enforcement of their third party beneficiary rights, as well as recovery of all legal, equitable, actual, reliance, consequential, exemplary and other damages permitted for such breaches pursuant to the laws of the State of Texas.

6.00 SECOND CAUSE OF ACTION - Breach of Contract and Specific Performance

6.01 Plaintiffs incorporate Paragraphs 4.01 through 5.06 as if set forth herein again verbatim.

6.02 Additionally, and/or alternatively, Plaintiffs have entered into a contractual agreement with Defendants Titan/Caffey pursuant to which Titan/Caffey agreed to lease their mineral estate interest upon specific terms and conditions to be offered to the Plaintiffs. The Plaintiffs, by and through the BAMCO leadership, accepted Titan/Caffey's offer, creating a contractual agreement with Titan/Caffey, and Plaintiffs are entitled to specific performance of the terms and conditions of the Contract for leasing their mineral interests to Titan/Caffey upon the agreed upon terms including a bonus payment to each of the Plaintiffs in the full amount owed of Twenty Five Thousand and no/100 Dollars (\$25,000.00) per net mineral acre. Plaintiffs and BAMCO have fully performed all obligations under the terms and conditions of the Contract. Titan/Caffey has breached the terms and conditions of the Contract.

6.03 Plaintiffs here and now sue for specific performance of the Contract, as well as recovery of all legal, equitable, actual, reliance, consequential, exemplary and other damages permitted for such breaches pursuant to the laws of the State of Texas.

7.0 THIRD CAUSE OF ACTION – Breach of Contract, Specific Performance, and Third Party Beneficiary Rights Under the Texas Uniform Electronic Transactions Act

7.01 Plaintiffs incorporate Paragraphs 4.01 through 6.03 as if set forth herein again verbatim.

7.02 Additionally, and/or alternatively, BAMCO and/or Plaintiffs have a valid existing contract with Titan/Caffey as set forth above pursuant to the Uniform Electronic Transactions Act (“UETA”).

7.03 Plaintiffs here and now sue for specific performance of their third party beneficiary rights and/or specific enforcement of the Contract, as well as recovery of all legal, equitable, actual, reliance, consequential, exemplary and other damages permitted for such breaches pursuant to the laws of the State of Texas.

8.0 FOURTH CAUSE OF ACTION – Promissory Estoppel

8.01 Plaintiffs incorporate Paragraphs 4.01 through 7.03 as if set forth herein again verbatim.

8.02 Additionally, and/or alternatively, BAMCO and/or Plaintiffs have a valid existing contract with Titan/Caffey as set forth above. Defendants are estopped to deny the existence of the contract by the doctrine of promissory estoppel.

8.03 Moreover, the doctrine of promissory estoppel prevents the Defendants from raising the Statute of Frauds as a defense in this case as Defendants promised to lease Plaintiffs’ mineral estates upon terms and conditions that Defendants could reasonably foresee BAMCO and/or Plaintiffs would rely upon, and BAMCO and/or Plaintiffs relied upon

such promises to their detriment. Injustice to the Plaintiffs and others similarly situated can only be avoided by enforcement of the promise.

8.04 Plaintiffs here and now sue for specific enforcement of the Contract and/or specific performance of their third party beneficiary rights, as well as recovery of all legal, equitable, actual, reliance, consequential, exemplary and other damages permitted for such breaches pursuant to the laws of the State of Texas.

9.0 FIFTH CAUSE OF ACTION – Fraudulent Inducement

9.01 Plaintiffs incorporate Paragraphs 4.01 through 8.04 as if set forth herein again verbatim.

9.02 Additionally, and/or in the alternative, Plaintiffs would show that the Contract between BAMCO and Titan/Caffey created a binding contract benefitting the Plaintiffs and providing the Contract to lease their mineral estates.

9.03 In accordance with the terms and conditions of the contract, BAMCO and Plaintiffs accepted the contract, communicated acceptance of the contract to Titan/Caffey, and engaged in partial performance of the contract by not seeking and/or accepting competing offers to lease their mineral estates, and waiting patiently to attend a signing event.

9.04 BAMCO and the Plaintiffs were induced to accept the terms and conditions of the Contract with Titan/Caffey by misleading and deceptive statements that Titan/Caffey made. Titan/Caffey reassured BAMCO and Plaintiffs that all unleased mineral estate interests within BAMCO would get the opportunity to lease their mineral interests in accordance with the terms of the Contract.

9.05 BAMCO and/or each of the Plaintiffs accepted the terms and conditions of the Contract in accordance with all of Titan/Caffey's terms and conditions thereby creating a binding and enforceable contractual agreement between the parties. Moreover, Titan/Caffey

sought to induce BAMCO and the Plaintiffs to patiently rely on Titan/Caffey to perform its obligations under the Contract.

9.06 BAMCO and Plaintiffs reasonably relied to their harm and detriment on the Contract with Titan/Caffey, as well as relying on Titan/Caffey's misleading and deceptive statements.

9.07 Plaintiffs here and now sue for specific performance of their third party beneficiary rights and/or specific enforcement of the Contract, as well as recovery of all legal, equitable, actual, reliance, consequential, exemplary and other damages permitted for such breaches pursuant to the laws of the State of Texas.

10.0 SIXTH CAUSE OF ACTION – Fraudulent Misrepresentation

10.01 Plaintiffs incorporate Paragraphs 4.01 through 9.07 as if set forth herein again verbatim.

10.02 Additionally, and/or alternatively, Plaintiffs would show that the actions of Titan/Caffey constitute fraud for which the Plaintiffs are entitled to recover damages. These Defendants made representations to BAMCO and Plaintiffs which they knew were false at the time they were made or which in the exercise of ordinary care such Defendants should have known were false. Such representations include, but are not limited to, representations that Titan/Caffey would offer to lease Plaintiffs' mineral interests, that the money necessary to sign all mineral interest owners within BAMCO was already in the bank, that Titan/Caffey had sufficient economic and financial wherewithal to lease all mineral interest owners within the BAMCO boundaries and to develop the gas and minerals under such lands, that Titan/Caffey had sufficient knowledge, training, experience, skill and expertise to maximize the recovery of Plaintiffs' minerals from the Property, and that Plaintiffs would receive bonus checks. These representations, whether

taken individually, collectively, or in some combination, were made with the intention of inducing/preventing Plaintiffs from leasing the Property to anyone other than Titan/Caffey and their agents and with the intention that such representations would be relied upon by the BAMCO and Plaintiffs. Both BAMCO and Plaintiffs justifiably relied upon such representations to their harm, detriment and economic injury.

10.03 Plaintiffs here and now sue for recovery of all actual, reliance, consequential, exemplary and other damages permitted for fraud pursuant to the laws of the State of Texas.

11.0 SEVENTH CAUSE OF ACTION - Negligent Misrepresentation

11.01 Plaintiffs incorporate Paragraphs 4.01 through 10.03 as if set forth herein again verbatim.

11.02 Additionally, and/or in the alternative, Plaintiffs would show that the Defendants actions constitute negligent misrepresentations for which the Plaintiffs are entitled to recover damages. Defendants made representations to BAMCO and Plaintiffs which they knew were false at the time they were made or which were made with reckless disregard for whether they were true or not. Such representations include, but are not limited to, representations previously referenced herein. These representations were made with the intention of inducing/ preventing Plaintiffs from leasing the Property to anyone other than Titan/Caffey and with the intention that such representations would be relied upon by BAMCO and Plaintiffs. Plaintiffs justifiably relied upon such representations to their harm, detriment and economic injury.

11.03 Plaintiffs here and now sue for recovery of all actual, reliance, consequential, exemplary and other damages permitted for negligent misrepresentations pursuant to the laws of the State of Texas.

12.0 EIGHTH CAUSE OF ACTION - Fraud in Connection with the Sale of Real Estate

- 12.01 Plaintiffs incorporate Paragraphs 4.01 through 11.03 as if set forth herein again verbatim.
- 12.02 Additionally, and/or alternatively, Plaintiffs would show that the Defendants' actions constitute fraud in connection with the sale of real estate as Texas law holds that the execution of an oil and gas lease effectuates a sale of the minerals with a potential right of reverter. Defendants induced Plaintiffs not to sell their minerals to anyone other than Titan/Caffey by their representations which included, but are not limited to, representations previously mentioned herein. Plaintiffs have not received the promised bonuses, and accordingly, have been damaged in the amount of the bonuses owed.
- 12.03 Plaintiffs here and now sue for recovery of all actual, reliance, consequential, exemplary and other damages permitted for fraud in connection with the sale of real estate pursuant to the laws of the State of Texas including but not limited to Texas Business and Commerce Code Section 27.01, *et seq.*

13.0 ATTORNEYS' FEES

- 13.01 Plaintiffs are entitled to recovery of attorneys' fees pursuant to Section 38.001 *et seq.* of the Texas Civil Practice and Remedies Code as well as pursuant to Section 27.01 *et seq.* of the Texas Business and Commerce Code.
- 13.02 Plaintiffs have agreed to pay the undersigned counsel a fair and reasonable fee for the services rendered in connection with the preparation, prosecution, and, if necessary, the appeal of this case. Plaintiffs seek recovery of attorneys' fees in addition to the damages set forth herein.

14.0 REQUESTS FOR JURY TRIAL

- 14.01 Plaintiffs request a jury trial and tender the required jury fee with this pleading.

15.0 REQUESTS FOR DISCLOSURE AND RESPONSES TO DISCOVERY

15.01 Plaintiffs request that the Defendants provide all information responsive to Texas Rules of Civil Procedure Rule 194.2 (a) through (l) in accordance with the applicable Texas Rules of Civil Procedure.

16.0 PRAYER

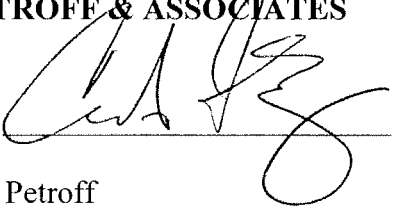
16.01 WHEREFORE, PREMISES CONSIDERED, the Plaintiffs pray:

- a. That Defendant Titan/Caffey be ordered to specifically perform in accordance with the Contract terms and offer to lease Plaintiffs' mineral estates upon the agreed terms and conditions and issue bonus checks to the Plaintiffs in the full amount owed for the bonus payments of Twenty Five Thousand and no/100 Dollars (\$25,000.00) per net mineral acre (pending a precise measurement of the property and any strips, gores, easements, roadways or other land that may be properly included in the lease) together with interest thereon at the highest rate permitted;
- b. That the Defendants be found to have engaged in concerted action that caused indivisible injuries, thereby making each of them jointly and severally liable for the acts and omissions of each other.
- c. That Plaintiffs be awarded attorneys' fees in accordance with Section 27.01 *et seq.*, of the Texas Business and Commerce Code and/or Section 38.001 *et seq.* of the Texas Civil Practice and Remedies Code.
- d. That the Court award punitive/exemplary damages to the Plaintiffs in an amount to be determined by the jury.

- e. That Plaintiffs recover costs of court, interest on all damages as permitted by law and for such other and further relief, both general and special, at law or in equity to which Plaintiffs may show themselves to be entitled.

Respectfully submitted,

PETROFF & ASSOCIATES

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