

Moore, Rolland J. Moraine, Stephen G. Morin and wife, Pamela J. Morin, Hugh J. Morrison and wife, Bonnie S. Morrison, Patrick E. Morrison and wife, Louise D. Morrison, Robert W. Motherwell, Roger L. Moxey and wife, Deanna K. Moxey, Steve A. Mulkey and wife, Krystyn Mulkey, Patrick Eugene Murphy and wife, Mileen C. Murphy, Tena Faye Murphy, Richard K. Murr and wife, Nancy E. Murr, Delbert E. Murray and wife, Melissa L. Murray, Renee R. Murray, George B. Naftis and wife, Katherine E. Naftis, and Paul D. Nanson and wife, Sharon L. Nanson, 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

3.1 Plaintiffs Amos R. McCluney and wife, Catherine McCluney, are residents of Tarrant County, Texas. The last three digits of Amos R. McCluney's Social Security number are ■■■ and the last three digits of his Texas Driver's license number are ■■■. The last three digits of Catherine McCluney's Social Security number are ■■■ and the last three digits of her Texas Driver's license are ■■■.

- 3.2 Plaintiffs Gregory E. McCollum and wife, Ana McCollum, are residents of Tarrant County, Texas. The last three digits of Gregory E. McCollum's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Ana McCollum's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.3 Plaintiffs Donald K. McConnell and wife, Stephanie Carroll McConnell, are residents of Tarrant County, Texas. The last three digits of Donald K. McConnell's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Stephanie Carroll McConnell's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.4 Plaintiffs Matthew Clayton E. McCrary and wife, Pamela Joyce McCrary, are residents of Tarrant County, Texas. The last three digits of Clayton E. McCrary's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Pamela Joyce McCrary's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.5 Plaintiffs Rick McCurry and wife, Janet McCurry, are residents of Tarrant County, Texas. The last three digits of Rick McCurry's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Janet McCurry's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.6 Plaintiffs Edgar Patrick McDermott and wife, Judith W. McDermott, are residents of Tarrant County, Texas. The last three digits of Edgar Patrick McDermott's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED].

180. The last three digits of Judith W. McDermott's Social Security number are 836 and the last three digits of her Texas Driver's license are [REDACTED]
- 3.7 Plaintiff Behjat McElroy is a resident of Tarrant County, Texas. The last three digits of Behjat McElroy's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]
- 3.8 Plaintiffs Ron G. McGehee and wife, Carolyn J. McGehee, are residents of Tarrant County, Texas. The last three digits of Ron G. McGehee's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Carolyn J. McGehee's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.9 Plaintiffs Wayne McMeans and wife, Linda McMeans, are residents of Tarrant County, Texas. The last three digits of Wayne McMeans' Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Linda McMeans' Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.10 Plaintiffs David C. McMillan and wife, Denise McMillan, are residents of Tarrant County, Texas. The last three digits of David C. McMillan's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Denise McMillan's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.11 Plaintiff Karen D. McPherson is a resident of Tarrant County, Texas. The last three digits of Karen D. McPherson's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license number are [REDACTED]

- 3.12 Plaintiffs Robert Medina and wife, Caroline S. Medina, are residents of Tarrant County, Texas. The last three digits of Robert Medina's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Caroline S. Medina's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.13 Plaintiff Carmen Eileen Melton is a resident of Tarrant County, Texas. The last three digits of Carmen Eileen Melton's Social Security number and the last three digits of her Texas Driver's license number will be provided by supplemental pleading.
- 3.14 Plaintiffs Jon A. Meneese and wife, Natalia A. Meneese, are residents of Tarrant County, Texas. The last three digits of Jon A. Meneese's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Natalia A. Meneese's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.15 Plaintiffs Vijay K. Michael and wife, Martha L. Michael, are residents of Tarrant County, Texas. The last three digits of Vijay K. Michael's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Martha L. Michael's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.16 Plaintiffs David Miles and wife, Elizabeth Miles, are residents of Tarrant County, Texas. The last three digits of David Miles' Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Elizabeth Miles' Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].

- 3.17 Plaintiffs Michael D. Miller and wife, Sharon A. Miller, are residents of Tarrant County, Texas. The last three digits of Michael D. Miller's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Sharon A. Miller's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.18 Plaintiffs Tracy S. Miller and wife, Rebecca E. Miller, are residents of Tarrant County, Texas. The last three digits of Tracy S. Miller's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Rebecca E. Miller's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.19 Plaintiffs William D. Miller and wife, Tamala A. Miller, are residents of Tarrant County, Texas. The last three digits of William D. Miller's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Tamala A. Miller's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.20 Plaintiffs Guadalupe Molina, Jr. and wife, Anna L. Molina, are residents of Tarrant County, Texas. The last three digits of Guadalupe Molina, Jr.'s Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Anna L. Molina's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.21 Plaintiffs Fred Monks, Sr. and wife, Mary Monks, are residents of Tarrant County, Texas. The last three digits of Fred Monks, Sr.'s Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Mary

Monk's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]

3.22 Plaintiffs Thomas Monks and co-owner Fred Monks Sr. are residents of Tarrant County, Texas. The last three digits of Thomas Monks' Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Fred Monks, Sr.'s Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]

3.23 Plaintiffs Jerry Preston Moody and wife, Patti Lynn Moody, are residents of Tarrant County, Texas. The last three digits Jerry Preston Moody's Social Security number and the last three digits of his Texas Driver's license number will be provided by supplemental pleading. The last three digits of Patti Lynn Moody's Social Security number and the last three digits of her Texas Driver's license will be provided by supplemental pleading.

3.24 Plaintiffs Curtis Moore and Julienne Moore, Trustees of the Curtis and Julienne Moore Living Trust, are residents of Tarrant County, Texas. The last three digits of Curtis Moore's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Julienne Moore's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].

3.25 Plaintiffs Robert Frances Moore and wife, Kathy Anne Moore, are residents of Tarrant County, Texas. The last three digits of Robert Frances Moore's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Kathy Anne Moore's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]

- 3.26 Plaintiffs Joe Moore and wife, Peggy Moore, are residents of Tarrant County, Texas. The last three digits of Joe Moore's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Peggy Moore's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.27 Plaintiff Rolland J. Moraine is a resident of Tarrant County, Texas. The last three digits of Rolland J. Moraine's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED].
- 3.28 Plaintiffs Stephen G. Morin and wife, Pamela J. Morin, are residents of Tarrant County, Texas. The last three digits of Stephen G. Morin's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Pamela J. Morin's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.29 Plaintiffs Hugh J. Morrison and wife, Bonnie S. Morrison, are residents of Tarrant County, Texas. The last three digits of Hugh J. Morrison's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Bonnie S. Morrison's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.30 Plaintiffs Patrick E. Morrison and wife, Louise D. Morrison, are residents of Tarrant County, Texas. The last three digits of Patrick E. Morrison's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Louise D. Morrison's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].

- 3.31 Plaintiff Robert W. Motherwell is a resident of Tarrant County, Texas. The last three digits of Robert W. Motherwell's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]
- 3.32 Plaintiffs Roger L. Moxey and wife, Deanna K. Moxey, are residents of Tarrant County, Texas. The last three digits of Roger L. Moxey's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Deanna K. Moxey's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.33 Plaintiffs Steve A. Mulkey and wife, Krystyn Mulkey, are residents of Tarrant County, Texas. The last three digits of Steve A. Mulkey's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Krystyn Mulkey's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.34 Plaintiffs Patrick Eugene Murphy and wife, Mileen C. Murphy, are residents of Tarrant County, Texas. The last three digits of Patrick Eugene Murphy's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Mileen C. Murphy's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED]
- 3.35 Plaintiff Tena Faye Murphy is a resident of Tarrant County, Texas. The last three digits of Tena Faye Murphy's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license number are [REDACTED]
- 3.36 Plaintiffs Richard K. Murr and wife, Nancy E. Murr, are residents of Tarrant County, Texas. The last three digits of Richard K. Murr's Social Security number are [REDACTED] and the

last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Nancy E. Murr's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].

- 3.37 Plaintiffs Delbert E. Murray and wife, Melissa L. Murray, are residents of Tarrant County, Texas. The last three digits of Delbert E. Murray's Social Security number and the last three digits of his Texas Driver's license number will be provided by supplemental pleading. The last three digits of Melissa L. Murray's Social Security number and the last three digits of her Texas Driver's license will be provided by supplemental pleading.
- 3.38 Plaintiff Renee R. Murray is a resident of Tarrant County, Texas. The last three digits of Renee R. Murray's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license number are [REDACTED].
- 3.39 Plaintiffs George B. Naftis and wife, Katherine E. Naftis, are residents of Tarrant County, Texas. The last three digits George B. Naftis' Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Katherine E. Naftis' Social Security number are [REDACTED] and the last three digits of her Texas Driver's license are [REDACTED].
- 3.40 Plaintiffs Paul D. Nanson and wife, Sharon L. Nanson, are residents of Tarrant County, Texas. The last three digits Paul D. Nanson's Social Security number are [REDACTED] and the last three digits of his Texas Driver's license number are [REDACTED]. The last three digits of Sharon L. Nanson's Social Security number are [REDACTED] and the last three digits of her Texas Driver's license 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

4.1 Plaintiffs Amos R. McCluney and wife, Catherine McCluney, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of the Woodland Hills (Colleyville) ("the McCluney Property").

4.2 Plaintiffs Gregory E. McCollum and wife, Ana McCollum, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Riverwalk at Colleyville ("the McCollum Property").

4.3 Plaintiffs Donald K. McConnell and wife, Stephanie Carroll McConnell, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of the Woodland Hills (Colleyville) ("the McConnell Property").

4.4 Plaintiffs Clayton E. McCrary and wife, Pamela Joyce McCrary, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of the Chelsea Park Addition ("the McCrary Property").

- 4.5 Plaintiffs Rick McCurry and wife, Janet McCurry, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Lakewood Estates (“the McCurry Property”).
- 4.6 Plaintiffs Edgar Patrick McDermott and wife, Judith W. McDermott, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of the Saddlebrook Addition (“the McDermott Property”).
- 4.7 Plaintiff Behjat McElroy is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Lakewood Estates (“the McElroy Property”).
- 4.8 Plaintiffs Ron G. McGehee and wife, Carolyn J. McGehee, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Wendover Addition (“the McGehee Property”).
- 4.9 Plaintiffs Wayne McMeans and wife, Linda McMeans, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Tara Plantation Addition (“the McMeans Property”).
- 4.10 Plaintiffs David C. McMillan and wife, Denise McMillan, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Ashley Acre Addition (“the McMillan Property”).
- 4.11 Plaintiff Karen D. McPherson is the owner of the mineral estate in the real property known as [REDACTED] which is part of the D.R. Blanton Survey (“the McPherson Property”).

- 4.12 Plaintiffs Robert Medina and wife, Caroline S. Medina, are the owners of the mineral estate in the real property known as [REDACTED] 4910 which is part of the Woodland Hills (Colleyville) (“the Medina Property”).
- 4.13 Plaintiff Carmen Eileen Melton is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Bedford Park Estates (“the Melton Property”).
- 4.14 Plaintiffs Jon A. Meneese and wife, Natalia A. Meneese, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Saddlebrook Addition (“the Meneese Property”).
- 4.15 Plaintiffs Vijay K. Michael and wife, Martha L. Michael, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Woodbriar Estates Addition (“the Michael Property”).
- 4.16 Plaintiffs David Miles and wife, Elizabeth Miles, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Woodbriar Estates Addition (“the Miles Property”).
- 4.17 Plaintiffs Michael D. Miller and wife, Sharon A. Miller, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Tara Plantation Addition (“the Michael Miller Property”).
- 4.18 Plaintiffs Tracy S. Miller and wife, Rebecca E. Miller, are the owners of the mineral estate in the real property known as [REDACTED] which is part of Chelsea Park Addition (“the Tracy Miller Property”).

- 4.19 Plaintiff William D. Miller and wife, Tamala A. Miller are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Woodhill Addition (“the William Miller Property”)
- 4.20 Plaintiffs Guadalupe Molina, Jr. and wife, Anna L. Molina, are the owners of the mineral estate in the real property known as [REDACTED] which is part of Oak View Hills (“the Molina Property”).
- 4.21 Plaintiffs Fred Monks, Sr. and wife, Mary Monks, are the owners of the mineral estate in the real property known as [REDACTED] which is part of Kingswood Estates-Colleyville and the real property known as [REDACTED] [REDACTED] which is part of the Bedford Heights Addition (“the Fred and Mary Monks Property”).
- 4.22 Plaintiffs Thomas Monks and Fred Monks, Sr. are the owners of the mineral estate in the real property known as [REDACTED] which is part of [REDACTED] (“the Fred and Thomas Monks Property”).
- 4.23 Plaintiffs Jerry Preston Moody and wife, Patti Lynn Moody, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of Bedford Park Estates (“the Moody Property”).
- 4.24 Plaintiffs Curtis Moore and Julienne Moore, Trustees of the Curtis and Julienne Moore Living Trust, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of Saddlebrook Addition (“the Curtis Moore Property”).

- 4.25 Plaintiffs Robert Frances Moore and wife, Kathy Anne Moore, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of Oak View Hills (“the Robert Moore Property”).
- 4.26 Plaintiffs Joe Moore and wife, Peggy Moore, are the owners of the mineral estate in the real property known as [REDACTED] which is part of Andy Felps Addition (“the Joe Moore Property”).
- 4.27 Plaintiff Rolland J. Moraine is the owner of the mineral estate in the real property known as [REDACTED] which is part of Woodbriar Estates West Addition (“the Moraine Property”).
- 4.28 Plaintiffs Stephen G. Morin and wife, Pamela J. Morin, are the owners of the mineral estate in the real property known as [REDACTED] which is part of The Hills of Central Park (“the Morin Property”).
- 4.29 Plaintiffs Hugh J. Morrison and wife, Bonnie S. Morrison, are the owners of the mineral estate in the real property known as [REDACTED] which is part of The Oak View Hills (“the Hugh Morrison Property”).
- 4.30 Plaintiffs Patrick E. Morrison and wife, Louise D. Morrison, are the owners of the mineral estate in the real property known as [REDACTED] [REDACTED] which is part of The Meadow Wood Addition (“the Patrick Morrison Property”).
- 4.31 Plaintiff Robert W. Motherwell is the owner of the mineral estate in the real property known as [REDACTED] which is part of The Lakes of Somerset (“the Motherwell Property”).

- 4.32 Plaintiffs Roger L. Moxey and wife, Deanna K. Moxey, are the owners of the mineral estate in the real property known as [REDACTED] which is part of Fox Meadows Addition (“the Moxey Property”).
- 4.33 Plaintiffs Steve A. Mulkey and wife, Krystyn Mulkey, are the owners of the mineral estate in the real property known as [REDACTED] which is part of Timberview Estates Addition (“the Mulkey Property”).
- 4.34 Plaintiffs Eugene Murphy and wife, Mileen C. Murphy, are the owners of the mineral estate in the real property known as [REDACTED] which is part of Tara Plantation Addition (“the Eugene Murphy Property”).
- 4.35 Plaintiff Tena Faye Murphy is the owner of the mineral estate in the real property known as [REDACTED] which is part of Saddlebrook Addition (“the Tena Murphy Property”).
- 4.36 Plaintiffs Richard K. Murr and wife, Nancy E. Murr, are the owners of the mineral estate in the real property known as [REDACTED] which is part of The Woods of Colleyville Addition (“the Murr Property”).
- 4.37 Plaintiffs Delbert E. Murray and wife, Melissa L. Murray, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Plymouth Hills Addition (“the Delbert Murray Property”).
- 4.38 Plaintiff Renee R. Murray is the owner of the mineral estate in the real property known as [REDACTED] which is part of the Oak Ridge Estates (Bedford) (“the Renee Murray Property”).

- 4.39 Plaintiffs George B. Naftis and wife, Katherine E. Naftis, are the owners of the mineral estate in the real property known as [REDACTED] which is part of The Hills of Central Park (“the Naftis Property”).
- 4.40 Plaintiffs Paul D. Nanson and wife, Sharon L. Nanson, are the owners of the mineral estate in the real property known as [REDACTED] which is part of the Woodbriar Estates West Addition (“the Nanson Property”).
- 4.41 The Properties referred to in 4.01 through 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 Bedford Colleyville Mineral Rights Coalition (“BC-MRC”). BC-MRC is a coalition of homeowners, homeowners' associations, neighborhoods, churches and businesses 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 BC-MRC could negotiate.
- 4.43 BC-MRC 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: (1) had the necessary financial means to maximize recovery of the mineral interests within the BC-MRC boundaries; (2) were focused primarily on the

area of northeast Tarrant County where BC-MRC is located; (3) had founders and managers with extensive experience in gas leasing and production; and (4) would make the negotiated lease offer available to ALL BC-MRC mineral interest owners. Titan/Caffey knew that BC-MRC was acting for and on behalf of a large group of homeowners, neighborhoods, homeowners' associations, churches and businesses which owned mineral interests within the geographic boundaries of BC-MRC, and that many such mineral interest owners were waiting to lease their lands until the BC-MRC 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 BC-MRC and its counsel resulted in thousands of homeowners, neighborhoods, homeowners' associations, churches, and businesses' reliance upon the BC-MRC negotiators' endorsement.

4.45 On or about September 18, 2008, BC-MRC and Titan/Caffey reached an agreement pursuant to which Titan/Caffey agreed to offer a negotiated lease form and negotiated lease terms to all owners of unleased mineral estate interests in lands lying within the geographic boundaries of BC-MRC. A true and correct copy of the e-mail exchanges between Titan/Caffey and BC-MRC confirming the existence of this agreement between Titan/Caffey and BC-MRC are attached hereto as exhibits "A" and "B" and are incorporated herein for all purposes as if set forth verbatim. BC-MRC worked with Titan/Caffey and arrived at the negotiated lease form to be used by Titan/Caffey to lease all unleased mineral estate interests within the geographic boundaries of BC-MRC. A true and correct copy of the negotiated lease form is attached hereto as Exhibit "C" and is incorporated herein for all purposes as if set forth verbatim. The combination of Exhibits

A, B, and C form the contract between Titan/Caffey and BC-MRC (“the Contract”). On September 28, 2008, BC-MRC endorsed the Contract to its members. A true and correct copy of the e-mail endorsement sent to the BC-MRC membership announcing the acceptance of the Contract is attached hereto as Exhibit “D” and is incorporated herein for all purposes as if set forth verbatim. Titan/Caffey then instructed the BC-MRC 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 BC-MRC 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 BC-MRC both knew and understood that BC-MRC 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, homeowners’ associations, and other BC-MRC mineral owners which owned unleased mineral estate interests located within the geographic boundaries of BC-MRC. Titan/Caffey and BC-MRC 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 BC-MRC (“Intended Beneficiaries”), including the Plaintiffs. Both Titan/Caffey and BC-MRC 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 BC-MRC by various methods including, but not limited to, yard signs, press releases, phone calls, and postings on the BC-MRC website.

All such communications confirmed the existence of the Contract between BC-MRC and Titan/Caffey.

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. BC-MRC accepted the offer by Titan/Caffey and decided not to pursue other offers from competing gas companies. 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. Titan/Caffey then began performance of the Contract directly with the Intended Beneficiaries.

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 BC-MRC, 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 and instructed the Plaintiffs 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 BC-MRC 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 BC-MRC and Titan/Caffey and have done everything asked of them.
- 4.52 Titan/Caffey made misrepresentations to the BC-MRC leadership and encouraged BC-MRC to forward such information to the Intended Beneficiaries. These misrepresentations were intended to be and were justifiably relied upon by the BC-MRC 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 BC-MRC and Titan/Caffey.
- 4.54 BC-MRC and Plaintiffs fully performed their duties under the Contract. Defendants also began performance under the Contract by signing Intended Beneficiaries within the BC-MRC boundaries to the negotiated lease form and lease terms. 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 BC-MRC 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 BC-MRC. 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 a 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 BC-MRC and Titan/Caffey, and Plaintiffs were entitled to exercise their power of acceptance of their third party beneficiary rights 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 BC-MRC 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 BC-MRC 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 BC-MRC 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 BC-MRC 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, BC-MRC 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, BC-MRC 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 BC-MRC and/or Plaintiffs would rely upon, and BC-MRC 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 BC-MRC 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, BC-MRC 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 in accordance with the instructions from Titan/Caffey until notified to attend a signing event.

9.04 BC-MRC 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 BC-MRC and Plaintiffs that all unleased mineral estate interests within the BC-MRC boundaries would get the opportunity to lease their mineral interests in accordance with the terms of the Contract.

9.05 BC-MRC 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 BC-MRC and the Plaintiffs to patiently rely on Titan/Caffey to perform its obligations under the Contract.

9.06 BC-MRC 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 BC-MRC 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 BC-MRC was already in the bank, that Titan/Caffey had sufficient economic and financial wherewithal to lease all mineral interest owners within the BC-MRC 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 BC-MRC and Plaintiffs. Both BC-MRC 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 BC-MRC 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 BC-MRC 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,

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