

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

IN THE DISTRICT COURT
SIXTH JUDICIAL DISTRICT

Civil Action No. 25092

William L. and Bernadette L. Barlow)
Trust; Meta Ruth McKim Bowker; Meta)
Ruth and Dennis Bowker, husband and)
wife; Donald L. and Betty J. Brown)
Family Trust; Jean Eisele; Allen)
Robert and Linda Ann Eisele, husband)
and wife; Eisele Family Mineral Trust;)
G-P Industries, Inc.; John W. and)
Wanda L. Groves, husband and wife;)
Beverly O. Landrey; Beverly O. Landrey)
Life Estate; Landrey Mineral Trust;)
Patsy L. Larson; Nicholas B.)
Loundagin; B. Nadine McKenzie-McCreery;)
Middle Prong Land & Livestock, L.P.;)
Mullinnix LLC; Duane D. Odegard Life)
Estate; Duane D. and Mary K. Odegard,)
husband and wife; Byron and Marjorie)
Oedekoven, husband and wife; Fred)
Oedekoven; Frederick L. and Mary Ann)
Oedekoven Family Trust; Oedekoven Water)
& Hot Oil, Inc.; Lois Perkins; Sam R.)
Ratcliff; Paul D. Rourke; James F.)
Rourke Revocable Trust; James F. "Bob")
Rourke as trustee of the Anne Rose)
Rourke Revocable Trust; Marion H.)
Scott; Mary C. Scott; Spear Lazy "S")
Land Company; Star Investment)
Corporation; Daniel A. Starr; Vicki L.)
Schautman acting under POA for Louise)
V. Steinhofel; Fred C. Wilson; and)
William R. and Delores P. Wright,)
husband and wife, for themselves,)
and on behalf of all others)
similarly situated,)

Plaintiffs,)

vs.)

Williams Production RMT Company,)
formerly Barrett Resources Corporation;)
Bill Barrett Corporation; Berry)
Petroleum Company; Big Basin Petroleum,)
LLC, for itself and as contract operator)
for Petroleum Development Corporation;)
Warren E&P, Inc. (f/k/a Petroleum)
Development Corporation); Warren)
Resources, Inc.; Devon Energy)
Production Company, L.P. d/b/a Devon)
Energy Production Company, Limited)
Partnership; Devon Energy Management)
Company, L.L.C.; Devon Energy)
Partners, A Limited Partnership;)
Duncan Oil, Inc.; Jim's Water Service,)
Inc; J.M. Huber Corporation; Kennedy)
Oil; Lance Oil & Gas Company, Inc.;)
Majestic Petroleum Operations, LLC;)
Pennaco Energy, Inc., a subsidiary of)
Marathon Oil Company; Perenco Inc.,)
successor by merger to CMS Oil and)

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Gas Company; Redstone Resources, Inc.;)
 Redstone Resources of Wyoming, Inc.;)
 Rim Operating, Inc.; Rim Operating)
 Inc. - Wyoming; Rocky Mountain Gas,)
 Inc.; Squaw Creek Development, Inc.)
 d/b/a First Squaw Creek Development,)
 Inc.; The Termo Company; and Westport)
 Oil & Gas Company, Inc.,)
)
 Defendants.)

COMPLAINT FOR DAMAGES, DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

COME NOW PLAINTIFFS, by and through their undersigned attorneys, and for themselves and all other members of the class hereinafter described state and allege as follows:

PLAINTIFFS

1. The named Plaintiffs in this action are:
 - a. William L. and Bernadette L. Barlow Trust, resident of Gillette, Campbell County, Wyoming.
 - b. Meta Ruth McKim Bowker, a resident of Casper, Natrona County, Wyoming.
 - c. Meta Ruth and Dennis Bowker, husband and wife, residents of Casper, Natrona County, Wyoming.
 - d. Donald L. and Betty J. Brown Family Trust, resident of Gillette, Campbell County, Wyoming.
 - e. Jean Eisele, a resident of Sioux Falls, Minnehaha County, South Dakota.
 - f. Allen Robert and Linda Ann Eisele, husband and wife, residents of Reno, Washoe County, Nevada.
 - g. Eisele Family Mineral Trust, a resident of Sheridan, Sheridan County, Wyoming.
 - h. G-P Industries, Inc., an Arizona corporation qualified to conduct business in Wyoming, with its principal place of business at Maricopa County, Scottsdale, Arizona.
 - i. John W. and Wanda L. Groves, husband and wife, residents of Gillette, Campbell County, Wyoming.
 - j. Beverly O. Landrey, Beverly O. Landrey Life Estate and Landrey Mineral Trust, resident of Arvada, Sheridan County, Wyoming.

k. Patsy L. Larson, a resident of Gillette, Campbell County, Wyoming.

l. Nicholas B. Loundagin, a resident of Casper, Natrona County, Wyoming.

m. B. Nadine McKenzie-McCreery, a resident of Gillette, Campbell County, Wyoming.

n. Middle Prong Land & Livestock, L.P., a Wyoming limited partnership with its principal place of business at Arvada, Sheridan County, Wyoming.

o. Mullinnix LLC, a Wyoming limited liability company with its principal place of business at Douglas, Converse County, Wyoming.

p. Duane D. Odegard Life Estate, a resident of Arvada, Sheridan County, Wyoming.

q. Duane D. and Mary K. Odegard, husband and wife, residents of Arvada, Sheridan County, Wyoming.

r. Byron and Marjorie Oedekoven, husband and wife, residents of Gillette, Campbell County, Wyoming.

s. Fred Oedekoven, a resident of Gillette, Campbell County, Wyoming.

t. Frederick L. and Mary Ann Oedekoven Family Trust, resident of Gillette, Campbell County, Wyoming.

u. Oedekoven Water & Hot Oil, Inc., a Wyoming corporation with its principal place of business in Campbell County, Wyoming.

v. Lois Perkins, a resident of Cloverdale, Tillamook County, Oregon.

w. Sam R. Ratcliff, a resident of Gillette, Campbell County, Wyoming.

x. Paul D. Rourke, a resident of Gillette, Campbell County, Wyoming.

y. James F. Rourke Revocable Trust, a resident of Gillette, Campbell County, Wyoming.

z. James F. "Bob" Rourke as trustee of the Anne Rose Rourke Revocable Trust, a resident of Gillette, Campbell County, Wyoming.

aa. Marion H. Scott, a resident of Gillette, Campbell County, Wyoming.

ab. Mary C. Scott, a resident of Gillette, Campbell County, Wyoming.

ac. Spear Lazy "S" Land Company, a Wyoming corporation, with its principal place of business at Gillette, Campbell County, Wyoming.

ad. Star Investment Corporation, a Wyoming corporation, with its principal place of business at Scottsdale, Maricopa County, Arizona.

ae. Daniel A. Starr, a resident of Scottsdale, Maricopa County, Arizona.

af. Vicki L. Schlautmann acting under POA for Louise V. Steinhofel, a resident of Gillette, Campbell County, Wyoming.

ag. Fred C. Wilson a resident of Newcastle, Weston County, Wyoming.

ah. William R. and Delores P. Wright, husband and wife, residents of Gillette, Campbell County, Wyoming.

2. Each of the Plaintiffs is the lessor, or the successor to a lessor, under a lease of coal bed methane, under which one or more of the Defendants is the lessee and/or operator with the legal obligation and duty to pay to the respective Plaintiff(s) royalties on the coal bed methane produced from wells subject to the lease.

3. Each of the Plaintiffs is a Mineral Owner Royalty Plaintiff and/or Overriding Royalty Plaintiff, as hereinafter defined.

4. The leases and the wells producing coal bed methane in which the plaintiffs are Mineral Owner Royalty Plaintiffs and/or Overriding Royalty Plaintiffs, as hereinafter defined, are all located in Campbell County, Wyoming.

DEFENDANTS

5. Defendant Barrett Resources Corporation effective March 1, 2001 merged into Defendant Williams Production RMT Company ("Williams/Barrett") and both were Delaware corporations authorized

to conduct business in Wyoming with principal place of business located in Tulsa, Oklahoma.

6. Defendant Bill Barrett Corporation is a Delaware corporation authorized to conduct business in Wyoming with its principal place of business located in Denver, Colorado.

7. Defendant Berry Petroleum Company ("Berry") is a Delaware corporation authorized to conduct business in Wyoming with its principal place of business located in Bakersfield, California.

8. The "Big Basin Defendants": Big Basin Petroleum, LLC ("Big Basin"), for itself and as contract operator for Petroleum Development Corporation, is a Wyoming limited liability company with its principal place of business located in Gillette, Wyoming. Warren E&P, Inc. (f/k/a Petroleum Development Corporation ("Warren E&P")) is a New Mexico corporation authorized to do business in Wyoming with its principal place of business located in Casper, Wyoming. Warren Resources, Inc. ("Warren Resources") is a New York corporation authorized to conduct business in Wyoming with its principal place of business located in Gillette, Wyoming.

9. The "Devon Defendants": Devon Energy Production Company, L.P. d/b/a Devon Energy Production Company, Limited Partnership ("Devon Limited Partnership") is an Oklahoma limited partnership with its principal place of business located in Oklahoma City, Oklahoma. Devon Energy Management Company, L.L.C. ("Devon Management") is an Oklahoma limited liability Company with its principal place of business located in Oklahoma City, Oklahoma. Devon Energy Partners, A Limited Partnership ("Devon Energy Partners") is an Oklahoma limited partnership with its principal place of business located in Oklahoma City, Oklahoma.

10. Defendant Duncan Oil, Inc. ("Duncan") is a Colorado corporation authorized to conduct business in Wyoming with its principal place of business located in Denver, Colorado.

11. Defendant Jim's Water Service, Inc. ("Jim's Water Service") is a Wyoming corporation with its principal place of business located in Gillette, Wyoming.

12. J.M. Huber Corporation ("Huber") is a New Jersey corporation authorized to conduct business in Wyoming with its principal place of business located in Edison, New Jersey.

13. Defendant Kennedy Oil ("Kennedy") is a Wyoming corporation with its principal place of business located at Gillette, Wyoming.

14. Defendant Lance Oil & Gas Company, Inc. ("Lance") is a Delaware corporation authorized to conduct business in Wyoming with its principal place of business located in Denver, Colorado.

15. Defendant Majestic Petroleum Operations, LLC ("Majestic") is a Wyoming limited liability company with its principal place of business located in Story, Wyoming.

16. Defendant Pennaco Energy, Inc., a subsidiary of Marathon Oil Company ("Pennaco Marathon") is a Delaware corporation authorized to conduct business in Wyoming with its principal place of business located in Findlay, Ohio.

17. Defendant Perenco Inc., successor by merger to CMS Oil and Gas Company ("Perenco CMS") is a Michigan corporation authorized to conduct business in Wyoming with its principal place of business located in Jackson, Michigan.

18. Redstone Defendants: Defendant Redstone Resources, Inc. ("Redstone") is a Colorado corporation authorized to conduct business in Wyoming with its principal place of business located in Denver, Colorado. Redstone Resources of Wyoming, Inc. ("Redstone Wyoming") is a Colorado corporation authorized to conduct business in Wyoming with its principal place of business located in Denver, Colorado.

19. Rim Operating Defendants: Defendant Rim Operating, Inc. ("Rim") is a Colorado corporation authorized to conduct business in Wyoming with its principal place of business located in Englewood, Colorado. Defendant Rim Operating, Inc. - Wyoming ("Rim Wyoming") is a Wyoming corporation with its principal place of business located in Englewood, Colorado.

20. Defendant Rocky Mountain Gas, Inc. ("Rocky Mountain") is a Wyoming corporation with its principal place of business located in Riverton, Wyoming.

21. Defendant Squaw Creek Development, Inc. d/b/a First Squaw Creek Development, Inc. ("Squaw Creek") is a Michigan corporation authorized to conduct business in Wyoming with its principal place of business located in Mt. Pleasant, Michigan.

22. Defendant The Termo Company ("Termo") is a California corporation authorized to conduct business in Wyoming with its principal place of business located in Long Beach, California.

23. Defendant Westport Oil and Gas Company, Inc., formerly Westport Oil & Gas Company, Inc. ("Westport") is a Delaware corporation authorized to conduct business in Wyoming with its principal place of business located in Denver, Colorado.

24. Each of the named Defendants has the obligation and duty to pay royalties pursuant to the Leases and the Wyoming Royalty Payment Act, to the named plaintiffs as follows:

- a. Williams/Barrett has the obligation and duty to pay to Meta Ruth and Dennis Bowker, husband and wife; Mullinnix LLC; Duane D. & Mary K. Odegard, husband and wife; Frederick L. and Mary Ann Oedekoven Family Trust; Oedekoven Water & Hot Oil, Inc.; Lois Perkins; Mary C. Scott; and Spear Lazy "S" Land Company;
- b. Bill Barrett Corporation has the obligation and duty to pay to G-P Industries, Inc.
- c. Berry has the obligation and duty to pay to Donald L. and Betty J. Brown Family Trust; Frederick L. and Mary Ann Oedekoven Family Trust; and Oedekoven Water & Hot Oil, Inc.;
- d. Big Basin Defendants have the obligation and duty to pay to Mary C. Scott;
- e. Devon Defendants have the obligation and duty to pay to Meta Ruth McKim Bowker; Mullinnix LLC; Frederick L. & Mary Ann Oedekoven Family Trust; Lois Perkins; Mary C. Scott; Star Investment Corporation; and Fred C. Wilson;

- f. Duncan has the obligation and duty to pay to Patsy L. Larson and Daniel A. Starr;
- g. Jim's Water Service has the obligation and duty to pay to Patsy L. Larson; Sam R. Ratcliff; and Spear Lazy "S" Land Company;
- h. Huber has the obligation and duty to pay to Fred C. Wilson;
- i. Kennedy has the obligation and duty to pay to William L. and Bernadette L. Barlow Trust and Mullinnix LLC;
- j. Lance has the obligation and duty to pay to Meta Ruth McKim Bowker; Jean Eisele; Allen and Linda Ann Eisele, husband and wife; Eisele Family Mineral Trust; Duane D. and Mary K. Odegard, husband and wife; Frederick L. and Mary Ann Oedekoven Family Trust; Oedekoven Water & Hot Oil, Inc.; Mullinnix LLC; Lois Perkins; and Mary C. Scott;
- k. Majestic has the obligation and duty to pay to Byron and Marjorie Oedekoven, husband and wife;
- l. Pennaco Marathon has the obligation and duty to pay to William L. and Bernadette L. Barlow Trust; G-P Industries, Inc; John W. and Wanda L. Groves, husband and wife; Beverly O. Landrey; Beverly O. Landrey Life Estate; Landrey Mineral Trust; Patsy L. Larson; Nicholas B. Loundagin; B. Nadine McKenzie-McCreery; Middle Prong Land & Livestock, L.P.; Mullinnix LLC; Duane D. Odegard Life Estate; Duane D. and Mary K. Odegard, husband and wife; Paul D. Rourke; James F. Rourke Revocable Trust; James F. "Bob" Rourke as trustee of the Anne Rose Rourke Revocable Trust; Vicki Schlautmann acting under POA for Louise V. Steinhofel; and Star Investment Corporation;
- m. Perenco CMS has the obligation and duty to pay to Beverly O. Landrey Life Estate; Landrey Mineral Trust; Mullinnix LLC; and James F. Rourke Revocable Trust;
- n. Redstone and Redstone Wyoming have the obligation and duty to pay to Marion H. Scott and Mullinnix LLC;

- o. Rim and Rim Wyoming have the obligation and duty to pay to Mullinnix LLC;
- p. Rocky Mountain has the obligation and duty to pay to Meta Ruth McKim Bowker; Mary C. Scott; and Lois Perkins;
- q. Squaw Creek has the obligation and duty to pay to Frederick L. and Mary Ann Oedekoven Family Trust and Oedekoven Water & Hot Oil, Inc.;
- r. The Termo Company has the obligation and duty to pay to Frederick L. and Mary Ann Oedekoven Family Trust; and
- s. Westport Oil & Gas Company, Inc. has the obligation and duty to pay to B. Nadine McKenzie-McCreery and Sam. R. Ratcliff.

JURISDICTION AND VENUE

25. WYO. CONST. art. V, §10 and WYO. STAT. §30-5-303(b) confers jurisdiction on this Court.

26. The amount of damages sought to be recovered by each plaintiff exceeds seven thousand dollars (\$7,000.00), exclusive of court costs; or, in the alternative, jurisdiction exists in this Court without regard to the amount of damages under WYO. STAT. §30-5-303(b).

27. Venue for this matter is in Campbell County, Wyoming pursuant to WYO. STAT. §§1-5-107 and 1-5-108.

CLASS ACTION ALLEGATIONS

28. This action is brought by plaintiffs as a class action, on their own behalf and on behalf of all others similarly situated, under the provisions of Rules 23(a) and 23(b)(1)(A), 23(b)(1)(B), 23(b)(2) and 23(b)(3) of the Wyoming Rules of Civil Procedure, for damages, injunctive and declaratory relief, and relief incident and subordinate thereto, including prejudgment/statutory interest, costs and attorney fees.

29. The class so represented by Plaintiffs in this action, and of which plaintiffs are themselves members, consists of two sub-classes:

- a. Those plaintiffs owning mineral interests in coal bed methane ("Mineral Owner Royalty Plaintiffs") who have

leased the coal bed methane under a form of lease generally identified as a "Producers 88-Paid Up" lease or variants or modifications thereof, all sharing the common characteristics that they were entered into subsequent to the effective date of the Mineral Royalty Payment Act and do not expressly contain specific language altering the definitions of "royalty" and "overriding royalty" provided in WYO. STAT. §30-5-304 ("Leases"); and

b. Those plaintiffs who subleased or assigned a Lease or Leases and retained overriding royalty interests ("Overriding Royalty Plaintiffs") all sharing the common characteristics that they were entered into subsequent to the effective date of the Mineral Royalty Payment Act and do not expressly contain specific language altering the definitions of "royalty" and "overriding royalty" provided in WYO. STAT. §30-5-304.

30. The exact number of members of each class, as herein above identified and described, is not known, but it is estimated that there are not less than 2,000 Mineral Owner Royalty Plaintiffs and not less than 500 Overriding Royalty Plaintiffs. The class is so numerous that joinder of individual members herein is impracticable. (The Mineral Owner Royalty Plaintiffs and the Overriding Royalty Plaintiffs are sometimes collectively referred to as "Interest Owners.")

31. There are common questions of law and fact in the action that relate to and affect the rights of each member of both classes and the relief sought is common to all of the members of both classes, namely:

a. Whether the Leases allow the Defendant lessees/operators to deduct costs of production in calculating royalties payable to Mineral Owner Royalty Plaintiffs and Overriding Royalty Plaintiffs;

b. Whether the Leases allow the Defendant lessees/operators to reduce the volumes of gas on which royalties are calculated by off-lease gas use; and

c. What constitutes costs of production under the terms of the Leases and the Wyoming Royalty Payment Act.

32. The claims of plaintiffs, who are representatives of the class herein are typical of the claims of the class, in that the claims of all members of the class, including plaintiffs, depend on a showing of the acts and omissions of defendants giving rise to the right of plaintiffs to the relief sought herein. There is no conflict as between any individual named plaintiff and other members of the class with respect to this action, or with respect to the claims for relief herein set forth.

33. The named plaintiffs are the representative parties for the class, and are able to, and will, fairly and adequately protect the interests of the class.

34. This action is properly maintained as a class action under W.R.C.P. 23(b)(1)(A) in that the prosecution of separate actions by individual members of the class would create a risk of varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the Defendants herein.

35. This action is properly maintained as a class action under W.R.C.P. 23(b)(1)(B) in that the prosecution of separate actions by individual members of the class would create a risk of adjudications with respect to individual members of the class which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, specifically, but not limited to, royalty interest owners under the same lease and/or wells as the named Plaintiffs.

36. This action is properly maintained as a class action under W.R.C.P. 23(b)(2) inasmuch as the Defendants herein have acted or refused to act, as herein more specifically alleged, on grounds which are applicable to the class, and have by reason of such conduct made final injunctive relief or corresponding declaratory relief appropriate with respect to the entire class, as sought in this action.

a. Defendants have improperly deducted costs of production in computing the royalties due and payable to Interest Owners, and refuse to cease and desist from such improper deductions.

b. Defendants, in calculating the volumes on which royalties are paid to the Interest Owners, have improperly reduced the volumes of gas at the well-head for off-lease consumption of gas, and refuse to cease and desist from such improper reductions.

c. Defendants, in calculating the price on which royalties are paid to the Interest Owners, have made improper adjustments to the price paid, and refuse to cease and desist from such improper deductions.

37. This action is properly maintained as a class action under W.R.C.P. 23(b)(3) inasmuch as the questions of law and fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

COUNT ONE-UNDERPAID ROYALTIES

38. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1 through 35, supra.

39. The Defendants are legally responsible for payment of the royalty proceeds from the sale of production to the Plaintiffs.

40. Defendants have failed to pay the Plaintiffs the proceeds to which they are entitled as royalty owners, and have failed to pay the Plaintiffs a royalty on all gas produced from the wells.

41. The Defendants have breached the lease agreements with the Plaintiffs and have violated the Wyoming Royalty Payment Act.

42. The Defendants' actions have damaged the Plaintiffs. The Defendants are liable to the Plaintiffs for the amount of underpaid royalty.

COUNT TWO-PREJUDGMENT/STATUTORY INTEREST

43. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1 through 40, supra.

44. Plaintiffs are entitled to interest at the annual rate of eighteen percent (18%) per annum on all underpaid and late royalties.

COUNT THREE-MONTHLY ASSESSMENT

45. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1 through 42, supra.

46. For all periods relevant hereto, Defendants are legally responsible to pay their share of all royalty and overriding royalty interests from their wells to those persons and entities owning such interests.

47. Under the reporting provisions of the Wyoming Royalty Payment Act, WYO. STAT. §30-5-301, et seq., whenever Defendants make payments for Wyoming gas production from gas wells to an interest owner, all of the following information shall be included and labeled on the check stub or on an attachment to the form of payment, unless the information is otherwise provided on a regular monthly basis:

a. The lease, property or well name of any lease, property or well identification number used to identify the lease property or well;

b. The month and year during which the sales occurred for which payment is being made;

c. The total number of thousands of cubic feet of gas sold;

d. The price per thousand cubic feet of gas sold;

e. The total amount of state severance, ad valorem and other production taxes;

f. An itemized list of any other deductions or adjustments;

g. The net value of total sales after deductions;

h. The owner's interest in sales from the lease, property or well expressed as a decimal;

i. The owner's share of the total value of sales prior to any deductions;

j. The owner's share of the sales values less deductions; and

k. An address where additional information pertaining to the owner's interest in production may be obtained and questions answered.

48. For all relevant periods, the Defendants have failed to report one or more of the foregoing items of information, including but not limited to deductions for transportation charges, reductions in gas volumes for off-lease gas use, and other deductions either in-kind or in cash.

49. For all relevant periods, each of the Defendants with respect to each of the Plaintiffs has failed to report one or more of the statutorily required items with respect to each monthly statement.

50. Each Defendant is liable to each Plaintiff with respect to each defective statement in the amount of \$100.00 per well per Interest Owner per month per defective statement.

COUNT FOUR-DECLARATORY JUDGMENT

51. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1 through 51, supra.

52. The Plaintiffs presently dispute with Defendants the terms of their Leases with respect to computing royalties relating to properly deductible costs, volume determination, and price paid.

53. Plaintiffs and each of them are entitled to declaratory judgment declaring their rights under the leases, to-wit that the Defendants may not deduct any costs of production until the gas is delivered and sold into a market pipeline, that such royalties are to be paid on an arms-length fair market value price, and that the volume of gas on which royalties are to be paid shall not be reduced for other than gas actually used on the particular lease from which it originates.

COUNT FIVE-INJUNCTIVE RELIEF

54. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1 through 51, supra.

55. Plaintiffs and each of them are entitled to permanent injunctive relief prohibiting Defendants in calculating royalties from deducting any costs of production until the gas is delivered and sold into a market pipeline, requiring that such royalties are to be paid on an arms-length fair market value price, and requiring that the volume of gas on which royalties are to be paid shall not be reduced for other than gas actually used on the particular lease from which it originates.

COUNT SIX-COSTS AND ATTORNEY FEES

56. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1 through 53, supra.

57. Pursuant to Wyo. Stat. § 30-5-303(b), Plaintiffs are entitled to costs and attorneys fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray, for themselves and all other members of the class:

1. That the rights of the class members in the calculations of royalties due and payable to them be adjudicated and declared: Plaintiffs to be free of deductions for costs of production, Plaintiffs be free of any reduction for off-lease gas use, and the value of the gas be established as the arms-length price paid by third-party buyers at the market pipeline;

2. That Defendants, in the calculations of royalties due and payable to the class members, be permanently restrained and enjoined from deducting for costs of production, from reducing for off-lease gas use, and using any value other than the value of the gas as established as the arms-length price paid by third-party buyers at the market pipeline;

3. That Plaintiffs be awarded damages from Defendants in the amount of underpaid royalties;

4. That pursuant to WYO. STAT. §30-5-303(a), Plaintiffs be awarded interest from Defendants at the rate of eighteen percent per annum on the amount of underpaid and late paid royalties from the due date specified in WYO. STAT. §30-5-301(a) until paid;

5. That pursuant to WYO. STAT. §30-5-303(c) Plaintiffs be awarded from Defendants the amount of \$100.00 per month per well per Interest Owner that complete reporting as required by WYO. STAT. §30-5-305(b) was not provided to an Interest Owner;


6. That Plaintiffs be awarded from Defendants court costs and reasonable attorney fees as provided in WYO. STAT. §30-5-303(b); and

7. That Plaintiffs be granted such other and further relief as is just and equitable in the premises.

DATED this 9th day of September, 2003.

Plaintiffs:

BY:


STEVEN F. FREUDENTHAL
BRUCE A. SALZBURG
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ATTORNEYS FOR PLAINTIFFS