

FILED
AUG 31 2011

**BEFORE THE CORPORATION COMMISSION
OF THE STATE OF OKLAHOMA**

**COURT CLERK'S OFFICE - OKC
CORPORATION COMMISSION
OF OKLAHOMA**

APPLICANT: PETROQUEST ENERGY L.L.C.)
)
RELIEF SOUGHT: POOLING) CAUSE CD NO.
) **201001840-T**
)
LEGAL DESCRIPTION: SECTION 16, TOWNSHIP 7)
) **NORTH, RANGE 17 EAST,)**
) **PITTSBURG COUNTY,)**
) **OKLAHOMA)**

REPORT OF THE OIL AND GAS APPELLATE REFEREE

This Cause came on for hearing before **Curtis M. Johnson**, Deputy Administrative Law Judge ("ALJ") for the Corporation Commission of the State of Oklahoma, on the 24th day of June, 2011, at 8:30 a.m. in the Commission's Courtroom, Robert S. Kerr Office Building, 440 S. Houston, Suite 114, Tulsa, Oklahoma, pursuant to notice given as required by law and the rules of the Commission for the purpose of taking testimony and reporting to the Commission.

APPEARANCES: Gregory L. Mahaffey, attorney, appeared on behalf of applicant, PetroQuest Energy, L.L.C. ("PetroQuest"); **Michael D. Stack**, attorney, appeared on behalf of Samson Resources Company ("Samson"); and **Jim Hamilton**, Assistant General Counsel for the Oklahoma Corporation Commission Conservation Division, filed notice of appearance.

The ALJ filed his Report of the Administrative Law Judge on the 1st day of July, 2011, to which Exceptions were timely filed and proper notice given of the setting of the Exceptions.

The Appellate argument concerning the Oral Exceptions was referred to **Patricia D. MacGuigan**, Oil and Gas Appellate Referee ("Referee"), on the 19th day of August, 2011. After considering the arguments of counsel and the record contained within this Cause, the Referee finds as follows:

STATEMENT OF THE CASE

PETROQUEST APPEALS the ALJ's decision regarding the current fair market value for minerals in said unit. PetroQuest sought to pool the Atoka, Wapanucka, Union Valley, Jefferson, Caney, Mayes, Woodford, and Hunton common sources of supply in Section 16, T7N, R17E, Pittsburg County, Oklahoma. PetroQuest requested the pooling order to issue in the cause contain fair market values of \$1000 per acre with a 3/16 royalty and no cash with a 1/4th royalty. However, in order to resolve the protest with Samson, PetroQuest signed a Letter Agreement which allowed Samson to participate with 50% of their mineral interest (195 acres) and receive \$1250 per acre and delivering a 77% net revenue interest ("NRI") for the other 50% of their interest (195 acres).

PETROQUEST TAKES THE POSITION:

(1) The ALJ's findings of fair market value are contrary to the evidence, to law and such findings fail to protect correlative rights to prevent waste.

(2) The ALJ erred in establishing a fair market value option of \$1,250 per acre delivering a 77% NRI and should have set a fair market value option of \$1,000 per acre delivering 81.25% NRI. It was the undisputed testimony of the landman that the highest and best price paid in arm's length, single unit transaction prior to June 21, 2011, the day before the trial of this case on the protest docket was \$1,000 per acre and a 3/16 royalty. The landman had testified that a premium had been paid to Samson the day before trial for one-half of their interest. The landman testified that Samson owned approximately 390 acres, which was the majority interest in the subject unit, and such interest would virtually guarantee that Samson would have been awarded operations by the ALJ. The landman testified that PetroQuest had already expended approximately \$200,000 to build the location and to drill a surface hole and that they could save approximately \$200,000 in mobilization costs of a rig they were currently using to drill the offset well to this section if PetroQuest was designated operator. In order to save this \$400,000 combination of expended monies and rig savings, PetroQuest elected to pay Samson a premium of \$1,250 per acre and a 77% NRI interest as to one-half of Samson's interest or 195 acres. The landman testified that no other owner in the unit was capable of guaranteeing delivery of operations to PetroQuest by delivering sufficient interest to give PetroQuest over 50% of the unit. The landman testified that prior to the Samson transaction, PetroQuest owned approximately 140 acres; thus with the purchase of one-half of Samson's interest, PetroQuest would own approximately 335 acres which is over 50% of the unit, thus guaranteeing that they would be operator.

(3) The bonus and royalty established by a Commission pooling order are supposed to reflect fair market value of leasehold interest of what a willing buyer will pay to a willing seller where neither is under compulsion to buy or sell. See *Home-stake Royalty Corporation v. Corporation Commission*, 594 P.2d 1207 (Okla. 1979); *Texas Oil & Gas Corporation v. Rein*, 534 P.2d 1280 (Okla. 1979); *Ranola Oil Company v. Corporation Commission*, 460 P.2d 415 (Okla. 1969). As noted by our courts in condemnation cases, evidence of forced, panic, or speculative sales is not admissible since such sales often reflect depressed or inflated prices. *State ex rel Department of Hwy. v. Aker*, 507 P.2d 1227 (Okla. 1973). Here, PetroQuest was compelled to make a forced purchase of a portion of Samson's interest to guarantee that it would get operations and to guarantee that it would not lose the \$200,000 it had already expended to build a location and to drill a surface hole. PetroQuest recognized that Samson, with ownership of 390 acres, would have been designated as initial operator via the Commission. Samson was under no compulsion to use the location already selected and prepared by PetroQuest and Samson could have built its own location, thus, requiring PetroQuest to lose its \$200,000 investment. Further, PetroQuest, if designated operator, had an opportunity to save approximately \$200,000 rig mobilization costs by moving Cactus Rig 133 from an offset location onto the proposed location. Thus, it was worth PetroQuest paying a premium to Samson in order to guarantee that it would secure operations and protect a \$200,000 investment and protect an additional \$200,000 savings. While PetroQuest contracted to give Samson an additional \$47,500 on its 190 acres over and above what it would have received at \$1,000 per acre recommended by Mr. Vogel, and although Samson was receiving an overriding royalty, PetroQuest was able to secure operations and secure \$400,000 of savings. No other respondent being pooled could give a lease and guarantee that PetroQuest would be operator and, thus, guarantee PetroQuest would save the above-described \$400,000. Our Court of Appeals has also noted that transactions that occur after the pooling is filed are generally not indicative of fair market value. See *Coogan v. Arkla Exploration*, 589 P.2d 1061 (Okla. 1979).

(4) For the reasons stated, the Commission should reverse the ALJ insofar as fair market value and should find that the transaction on the eve of trial between Samson and PetroQuest is not indicative of fair market value and should set fair market value at \$1,000 per acre and a 3/16 total royalty, the highest paid in the subject section and in any offset sections to all other owners.

THE ALJ FOUND:

(1) The only issue for resolution was the current fair market value of minerals within Section 16 which the ALJ recommended \$1,250 per acre providing a delivery of a 77% NRI or no cash and a 1/4th royalty.

(2) PetroQuest argued the terms tendered in the Letter agreement are not indicative of fair market value, because it was offered in order to settle a protest, acquire operations of the unit and acquire a large interest in the unit.

(3) Charles Nesbitt defined "fair market value" as the "...bonus which would be paid for a lease between willing contracting parties, neither under compulsion." See A Primer On Forced Pooling Of Oil And Gas Interests In Oklahoma by Charles Nesbitt, The Oklahoma Bar Journal Vol. 50, No. 13, Page 648, 650. The Court defined "fair market value" as "the level at which this interest can be sold, on open market negotiations, by an owner willing, but not obligated, to sell to a buyer willing but not obligated to buy." *Miller v. Corporation Commission*, 635 P.2d 1006, 1008 (Okl. 1981); *Coogan v. Arkla Exploration Co.*, , 589 P.2d 1061, 1063 (Okl. 1979).

(4) The testimony established that mineral acreage had been acquired for terms of \$1000 per acre with a 3/16 royalty and no cash with a 1/4 royalty. There was also one Letter Agreement with Samson for \$1250 per acre and delivering a 77% NRI. All these terms were paid for minerals in the subject unit and the nine surrounding units in the last one year period. PetroQuest argues the terms of \$1250 per acre delivering a 77% NRI should not be considered market value. However, this transaction occurred in the very unit PetroQuest now seeks to pool. Furthermore, PetroQuest consummated a Letter Agreement for these terms knowing fully these terms would be considered in determining fair market value. There was not evidence presented that PetroQuest or Samson was " ...under [any] compulsion...' or "obligation" to make the Letter Agreement.

(5) The only defense offered by PetroQuest to the Letter Agreement terms inclusion in the determination of fair market value was this Agreement resulted in the settlement of Samson's protest of the pooling application, acquired a large block of interest in the unit and secured operations of the unit. The ALJ contends when dealing with undivided mineral interest acres in a unit, one acre is no different than another, because one cannot go to any specific acre or part thereof and say that it is yours. While it is true large blocks of acreage do make it easier to lease up and control a unit, the ALJ knows of no such justification that would support giving additional compensation for large tracks of minerals.

(6) The ALJ contends any party with a working interest in the unit can protest the Cause and any working interest owner can request to be named operator of the unit. Therefore, PetroQuest should not be permitted to rely on these justifications for paying Samson more than it seeks to pay other mineral owners being pooled. As Nesbitt declared "the most generous terms given will be extended to all pooled leasehold owners." See A Primer On Forced Pooling Of

Oil And Gas Interests In Oklahoma by Charles Nesbitt, The Oklahoma Bar Journal Vol. 50, No. 13, Page 648, 651.

(7) PetroQuest also argued by settling its dispute with Samson, the monies spent by PetroQuest to build the well location would not be lost. The witness explained if someone else were named operator this location might not be used and therefore these funds would be lost. The witness stated protecting these funds from loss was another reason to pay Samson more for their acreage. During questioning by the ALJ the witness admitted when PetroQuest put these funds at risk they knew they only controlled about 140 acres in the 640 acre unit and they had not been named operator of that unit. The witness also agreed any mineral owner with the right to drill could request to be named operator.

(8) The ALJ contends the potential loss of these funds does not justify the exclusion of the Letter Agreement terms from being included as fair market value. First, PetroQuest put these monies at risk knowing they did not control a majority of the acreage in the unit and they had not been named operator. Second, any mineral owner possessing a right to drill in the unit could protest PetroQuest's application and request to be named operator, therefore why wouldn't all the parties possessing a right to drill be entitled to the same terms Samson received for its acreage? For these reasons the ALJ recommended the Letter Agreement terms should be included as fair market value terms.

(9) The ALJ contends who better to determine the fair market value of minerals in a unit than two petroleum companies? These are parties who are well established in the industry with several decades of experience between them. They have geological and engineering expertise at their disposal with the ability to evaluate these prospects. The ALJ sees no reason why terms listed in a consummated Letter Agreement between Samson and PetroQuest should not establish fair market value.

(10) PetroQuest did not allege the Letter Agreement was part of an auction, a non-arms length transaction or multi-unit transaction. These types of transaction terms have been customarily excluded from consideration in fair market value determinations. PetroQuest's own land witness even testified the Samson and PetroQuest Letter Agreement was an arms length transaction. Therefore the Letter Agreement terms should be considered fair market value.

(11) The ALJ disagreed with PetroQuest's arguments and therefore recommended that the Letter Agreement terms should be considered as fair market value for minerals in the unit. The rationale for this conclusion is the transaction was an arms length transaction, for minerals in this unit only. This offer was made by PetroQuest, not some third party attempting to acquire an interest in the unit in anticipation of a pooling, within the last year.

(12) For those reasons the ALJ recommends that CD No. 201001840-T, the application of PetroQuest seeking to pool the Atoka, Wapanucka, Union Valley, Jefferson, Caney, Mayes, Woodford, and Hunton common sources of supply in Section 16, T7N, R17E, Pittsburg County, Oklahoma, should be recommended with fair market values of \$1250 per acre delivering a 77% NRI or no cash with a 1/4 royalty.

POSITIONS OF THE PARTIES

PETROQUEST

1) **Gregory L. Mahaffey**, attorney, appeared on behalf of the applicant, PetroQuest. PetroQuest was the only party who appeared at the appellate argument concerning the exceptions by PetroQuest presented to the Oil and Gas Appellate Referee on the 19th day of August, 2011. Michael D. Stack, attorney, who had appeared on behalf of Samson, was not present at the Appellate argument and did not present any opposition to PetroQuest's position concerning fair market value.

2) Mr. Mahaffey stated that this was a unit concerning the Woodford play and the uncontested evidence was that PetroQuest was proposing to drill a horizontal lateral for a Woodford well. This is a very expensive well. The dry hole costs are estimated slightly under \$2.2 million with a completed well cost of \$5.7 million. The evidence was that there was economic savings if you could drill these wells from the same pad, saving costs in making your locations and drilling the vertical portion of the hole. The evidence was that PetroQuest had three offset wells in three offsetting sections. They could save a substantial amount of money by using the same pad to drill wells in these four sections.

3) Samson owned approximately 61% of the unit in this Section 16 (390 acres). PetroQuest had built the location for this particular well at \$200,000. PetroQuest also drilled the surface hole. They would use this hole for the other three wells, for a total of four wells. PetroQuest knew that if they did not get operations Samson would not be required to use the PetroQuest location and would not be required to use the rig that is available for PetroQuest to utilize.

4) A Motion To Expedite was filed by PetroQuest because the rig was drilling one of the offset wells and PetroQuest could use that rig on this location if this cause was expedited. PetroQuest would save about \$200,000 in rig mobilization costs.

5) PetroQuest had 140 acres. There was roughly another 110 acres available besides the Samson 390 acres. 105 of those acres were owned by

parties that were supporting PetroQuest. 140 acres is 22%, 105 acres is 16% which equals for PetroQuest 38%. It was slightly less than 1% (five acres) that were just miscellaneous owners who would get the bonus, as the parties supporting PetroQuest were planning to participate. Even with 38% PetroQuest was not able to have the majority ownership as Samson owned 61% and would certainly be a competent operator. The PetroQuest landman stated that they would lose \$400,000 if they did not get the operatorship.

6) Thus, PetroQuest on the eve of trial buckled under and paid what PetroQuest thought was a premium to get half of Samson's interest, 195 acres, and therefore PetroQuest would have a majority with 140 and 195 acres. They therefore would save the \$200,000 they had spent for the location and would be able to use the rig saving an additional \$200,000. They thus made a deal with Samson for \$1,250 an acre, \$250 more than the highest price paid of a \$1,000 an acre with a 3/16th. PetroQuest also gave an override of 77% NRI. They thus paid a premium of \$47,000 to guarantee that they would not lose \$400,000.

7) The PetroQuest landman thought that the highest price paid in the area, where no one was under a compulsion, was \$1,000 an acre and 3/16th royalty and no cash and a 1/4th. The PetroQuest landman testified that he sent proposal letters out in January and then in May. A \$1,000 and 3/16th royalty and no cash and a 1/4th were contained in the proposal letters.

8) The ALJ however found that the transaction between Samson and PetroQuest for \$1,250 per acre taking a 77% NRI should be the fair market value. His rationale was that anyone could protest and get a premium and then say it's not fair market value. Here, however, there was a special situation where there was only one party that can guarantee PetroQuest operatorship. The PetroQuest landman stated that he felt like he was under a compulsion to save this \$200,000 spent for the well location and the surface hole, and if PetroQuest wanted to try and use the rig they had available saving another \$200,000 in mobilization, he was under compulsion to make some extraordinary deal with Samson.

9) Even the case law that the ALJ cites supports that this transaction was a unique situation. *Miller v. Corporation Commission*, 635 P.2d 1006 (Okla. 1981) and the Charles Nesbitt article, A Primer On Forced Pooling of Oil and Gas Interests in Oklahoma, by Charles Nesbitt, The OBJ, Vol. 50, No. 13, p. 648 supports PetroQuest's position that this was an agreement that was unusual and which was under compulsion by PetroQuest to execute in order to get operations and to save \$400,000 and this was not an arms-length transaction. PetroQuest felt like they were compelled to make a forced purchase of a portion of Samson's interest to guarantee that it would get operations and to guarantee that it would not lose the \$200,000 it had already expended to build a location to drill a surface hole. Evidence of forced, panic or

speculative sales is not admissible since such sales often reflect depressed or inflated prices. *State ex rel Department of Highway v. Aker*, 507 P.2d 1227 (Okla. 1973).

10) Also, there is another case, *Coogan v. Arkla Exploration*, 589 P.2d 1061 (Okla. 1979) which is a Court of Appeals case, which states that transactions that occur after the pooling is filed are generally not indicative of fair market value. PetroQuest would not have given that kind of money to any other respondent as Samson was the only one that could guarantee PetroQuest operations. PetroQuest submits that the agreement with Samson was a unique situation, a transaction that was entered into on the eve of trial to settle the protest, and by paying an extra \$47,000 could essentially guarantee that PetroQuest was not going to lose \$200,000 for the location and surface hole, plus they were going to save the \$200,000 mobilization rig costs. PetroQuest was willing to pay the \$47,000 for a 190 acres which is 10% of what they would lose if they didn't get operations. This meets the test of being a forced or panic sale and/or transaction that occurred to settle litigation on the eve of trial after the pooling application had already been filed.

11) PetroQuest's landman even testified that in the written letter agreement Samson stated that this was not indicative of fair market value.

12) PetroQuest thinks this is a very unique situation. PetroQuest thought Samson would participate or go along with PetroQuest's operation, and when that didn't happen, PetroQuest was forced to make a panic or compulsion deal with Samson to settle the litigation and obtain operations.

13) PetroQuest would ask under these unique set of facts that the ALJ be reversed as to fair market value and the Commission find that the transaction for \$1,250 with a 77% NRI was not indicative of fair market value under the test of *Miller v. Corporation Commission*, supra, or the other cases that are cited by PetroQuest in its exceptions to the Report of the ALJ. PetroQuest would request that the \$1,000 per acre that was paid and 3/16th royalty plus the no cash and a 1/4th be indicative of fair market value. There are only four or five acres at most that this will affect in this case, but PetroQuest does not want this particular transaction which was clearly reflective of a forced, panic, or speculative sale to be a precedent for future pooling applications. These are unique circumstances. In the present case you have a party that was under compulsion to do something unusual because of the circumstances having at risk \$400,000 and operations. PetroQuest believes this ought to be shown to be a distinguishable transaction and not fair market value.

CONCLUSIONS

The Referee finds the Report of the Administrative Law Judge regarding fair market value should be reversed.

1) The Referee finds the ALJ's determination to recommend \$1,250 per acre delivering a 77% NRI as fair market value to be contrary to the weight of the evidence presented, contrary to law and constitutes reversible error. The Report of the ALJ should be reversed and \$1,000 per acre and a 3/16th total royalty and no cash and a 1/4th royalty should be established as the fair market value alternatives under the order to issue in this cause based upon the weight of the evidence presented.

2) The Supreme Court in *Miller v. Corporation Commission*, 635 P.2d 1006 (Okla. 1981) stated:

The measure of compensation for forcibly pooled minerals is their "fair market value" - the level at which this interest can be sold, on open-market negotiations, by an owner willing, but not obliged, to sell to a buyer willing, but not obliged, to buy. Evidence of comparable terms and prices previously paid for leases in the same area is relevant to, but not always conclusive of, the fair market value. Other factors may command or merit additional consideration. The difference in lease terms, the distance from other leaseholds subject to forced pooling and the nature of formations within different leaseholds - to name but a few variants - may be of great moment.

The value to be arrived at is that paid for comparable leases in the unit. It is best extracted from transactions under usual and ordinary circumstances which occurred in a free and open market. The price levels reached under free and open market conditions are deemed to be barren of the distortive elements which are generally present in panic, auction or speculative sales. The latter so often reflect either depressed or inflated prices. An open market transaction contemplates face-to-face negotiations between two or more parties, dealing at arm's length, for the purpose of arriving at an agreed level.

The fair market value is one which can neither be inflated nor deflated by reference to special types of sales. The latter are not reflective of open-market conditions. A compulsory sale of an owner's interest in realty, when taken by eminent domain, is the most common example of a sale not made in the open market. It is said to be affected by special circumstances which do not exist in open market transactions.

* * *

Evidence of the sale price of land may be proof of its economic value but it is not, under all circumstances, the sole criterion in ascertaining its fair market value. Special circumstances may be present which tend to indicate a value greater or less than the price paid. (Footnotes omitted)

3) The Referee finds that the ALJ erred in not according greater weight to the expert opinion offered by the PetroQuest landman. The Commission must follow the procedure set forth in *Haymaker v. Oklahoma Corporation Commission*, 731 P.2d 1008 (Ok1.App. 1986); wherein the Court stated:

...Proper appraisal of the expert testimony requires observance of the following benchmark principle approved in *Downs v. Longfellow Corp.*, 351 P.2d 999 (Ok1. 1960):

"The reasons given in support of the opinions [of an expert witness] rather than the abstract opinions are of importance, and the opinion is of no greater value than the reasons given in its support. If no rational basis for the opinion appears, or if the facts from which the opinion was derived do not justify it, the opinion is of no probative force, and it does not constitute evidence sufficient to ...sustain a finding or verdict."

4) The PetroQuest landman's expert opinion had a rational basis as he testified that the highest and best prices paid by PetroQuest for minerals in the

unit with the exception of the Samson letter agreement terms were \$1,000 per acre with a 3/16th royalty or no cash with a 1/4th royalty. PetroQuest's expert found the isolated Samson/PetroQuest transaction an anomaly as it established that PetroQuest would pay a premium to Samson in order to guarantee that it would secure operations and secure \$400,000 of savings. This was clearly outside of the range of the other normal transactions within the area.

5) PetroQuest's expert testified that the highest and best price paid in arms-length, single unit transactions prior to June 21, 2011, the day before the trial of this case was set on the Commission's protest docket, was \$1,000 per acre and a 3/16th royalty. PetroQuest's expert testified that a premium had been paid to Samson the day before trial for one-half of Samson's interest. PetroQuest elected to pay Samson a premium of \$1,250 per acre delivering a 77% NRI to acquire one-half of Samson's approximately 390 acres or 195 acres. No other owner in the unit was capable of guaranteeing delivery of operations to PetroQuest by delivering sufficient interest to give PetroQuest over 50% of the unit except Samson. Prior to the Samson transaction, PetroQuest owned approximately 140 acres. With the purchase of one-half of Samson's interest, 195 acres, PetroQuest owned approximately 335 acres which is over 50% of the unit, thus, guaranteeing that they would be named operator. Additional testimony by PetroQuest's expert was that PetroQuest had already expended approximately \$200,000 to build a location and to drill a surface hole and in addition they could save approximately \$200,000 in mobilization costs by using a rig they were currently using to drill an offset well to Section 16, if PetroQuest was designated operator.

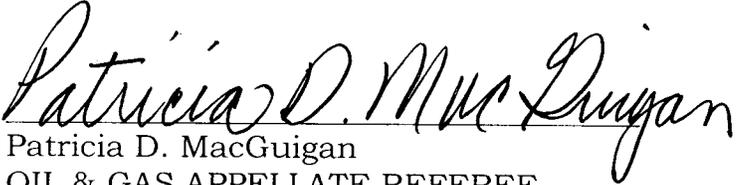
6) Thus, this "midnight" transaction by Samson and PetroQuest is an isolated transaction not given in the usual and ordinary circumstance of a free and open market. Consequently, said transaction was not arms-length between an owner willing, but not obliged, to sell; to a buyer willing, but not obliged, to buy; that occurred under usual and ordinary circumstances in a free and open market. *Miller v. Corporation Commission*, supra; *Home-Stake Royalty Corporation v. Corporation Commission*, 594 P.2d 1207 (Okl. 1979); *Texas Oil and Gas Corporation v. Rein*, 534 P.2d 1280 (Okl. 1974); and *Ranola Oil Corporation v. Corporation Commission*, 460 P.2d 415 (Okl. 1969).

7) PetroQuest's pooling application was filed on May 13, 2010. On September 13, 2010 PetroQuest filed an amended application and on December 29, 2010 PetroQuest filed a second amended application. The PetroQuest/Samson transaction for 195 acres of Samson's 390 acre interest occurred on June 21, 2011. The protest trial of this matter was already set on the docket for June 22, 23 and 24, 2011 and came before the ALJ on June 24, 2011. Thus, the \$1,250 per acre delivering a 77% NRI transaction occurred after PetroQuest filed its pooling application.

8) The Referee notes that often the Commission discounts transactions that result from a party trying to acquire acreage after a pooling application has been filed and has often discounted values for transactions within a unit after the filing of a pooling application. Based upon the Commission's expertise, such leases may be inflated above the normal fair-market value established within the area after the filing of the pooling application based on the fact that a well will most likely be drilled. See also *Coogan v. Arkla Exploration Company*, 589 P.2d 1061 (Okla. 1979). Thus transactions that occur after the pooling has been filed are generally not indicative of fair market value.

9) Therefore, for the reasons stated above, and in accordance with the weight of the evidence presented before the Commission, the Referee would recommend that the ALJ's determination regarding fair market value should be reversed with the fair market value under the pooling order to issue being established at \$1,000 per acre and a 3/16th royalty and no cash with a 1/4th royalty.

RESPECTFULLY SUBMITTED THIS 31st day of August, 2011.


Patricia D. MacGuigan
OIL & GAS APPELLATE REFEREE

PM:ac

xc: Commissioner Murphy
Commissioner Cloud
Commissioner Anthony
Jim Hamilton
ALJ Curtis Johnson
Gregory L. Mahaffey
Michael D. Stack
Office of General Counsel
Michael L. Decker, OAP Director
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