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

COURT CLERK'S OFFICE - OKC
CORPORATION COMMISSION
OF OKLAHOMA

APPLICANT: XTO ENERGY INC.)
)
RELIEF SOUGHT: POOLING)
)
LEGAL DESCRIPTION: SECTION 33, TOWNSHIP 4)
SOUTH, RANGE 4 EAST,)
MARSHALL COUNTY,)
OKLAHOMA)

CAUSE CD NO.
201303306

REPORT OF THE OIL AND GAS APPELLATE REFEREE

This Cause came on for hearing before **David D. Leavitt**, Administrative Law Judge for the Corporation Commission of the State of Oklahoma, on the 17th day of July, 2013, at 8:30 a.m. in the Commission's Courtroom, Jim Thorpe Building, Oklahoma City, 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: **Richard K. Books**, attorney, appeared on behalf of applicant, XTO Energy, Inc. ("XTO"); **Nancy Kerr**, 1000 West McArthur Street, Madill, Oklahoma 73446, a mineral interest owner, appeared Pro Se ("Kerr"); **Ann Beard Douglas**, P.O. Box 600287, Dallas, Texas 75360, a mineral interest owner, appeared Pro Se; and **Jim Hamilton**, Deputy General Counsel for Deliberations, filed notice of appearance.

The Administrative Law Judge ("ALJ") filed his Report of the Administrative Law Judge on the 15th day of October, 2013, 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 13th day of December, 2013. After considering the arguments of counsel and the record contained within this Cause, the Referee finds as follows:

STATEMENT OF THE CASE

KERR TAKES EXCEPTION to the ALJ's recommendation that the oil and gas interests in the unit comprising Section 33, T4S, R4E, Marshall County, Oklahoma for the Des Moinesian, Atoka, Morrow, Springer, Caney, Sycamore, Woodford and Hunton common sources of supply be pooled, adjudicated and determined as requested by XTO and that \$911 per net acre reserving a 3/16th royalty and \$961 per net acre reserving a 1/8th royalty represent fair and reasonable compensation for those persons who elect not to participate under the pooling order.

On May 13, 2013, XTO filed an Application to pool the interests, designate an operator and provide for the development of the unit established by Commission Order No. 612877. XTO proposed to drill a well or wells to produce hydrocarbons from the Des Moinesian, Atoka, Morrow, Springer, Goddard, Caney, Sycamore, Woodford, Hunton, Sylvan and Viola common sources of supply underlying all of Section 33, T4S, R4E, Marshall County, Oklahoma. The Goddard, Sylvan and Viola were subsequently dismissed from the application by XTO.

On May 29, 2013, Kerr, a Respondent and mineral owner, entered her appearance Pro Se and protested the cause. On July 15, 2013, Ann Beard Douglas, a Respondent and mineral owner, entered her appearance Pro Se and protested the cause. The parties attempted to resolve the protest without success and the cause came on for hearing in front of the ALJ. After the merit hearing, the record was re-opened by motion on September 30, 2013 and the Goddard common source of supply was dismissed without objection and the ALJ took the cause under advisement.

KERR TAKES THE POSITION:

- 1) The ALJ Report is contrary to the evidence presented, contrary to fact and contrary to law.
- 2) The ALJ's recommendation concerning fair market value is contrary to law and to the evidence introduced in this case by XTO. Evidence provided by XTO showed that fair market value for the right to drill at the time the case was tried was actually \$1000 per acre.
- 3) The ALJ's recommendation concerning royalty options is contrary to evidence presented by Kerr as that evidence proved to be not too remote in time or place and XTO showed their willingness to offer 1/4th royalty with zero lease bonus.

4) The ALJ's recommendation should be reversed insofar as fair market value is concerned, and the Commission should adopt the recommendation of Kerr of \$1000 per acre with a 3/16th royalty and zero bonus with 1/4th royalty.

5) Kerr respectfully requests that the ALJ's recommendation be reversed insofar as the issue of fair market value and royalty options are concerned and the Order be entered in this matter to provide for alternatives in lieu of participation as set forth above.

THE ALJ FOUND:

1) The primary issues presented in this case were a dispute over the quantum of interest owned by Kerr in Section 33, T4S, R4E in Marshall County, a request by Kerr for XTO and R. D. Williams Land Company to provide her with mineral ownership information related to Section 33, and the fair market value of mineral interests in that section. The first two issues are outside the jurisdiction of the Commission because they are related to a dispute over the quantum of interest owned by Kerr and others in Section 33.

2) The Commission is a tribunal of limited jurisdiction charged with overseeing the conservation of oil and gas and its jurisdiction is limited to the resolution of public rights. See *New Dominion, LLC v. Parks Family Company, LLC*, 216 P.3d 292 (Okl.Civ.App 2008). The Commission's jurisdiction and authority is limited to what is expressly or by necessary implication conferred upon it by the Constitution and statutes. See *Merritt v. Corporation Commission*, 438 P.2d 495 (Okl. 1968). Matters involving the private rights of the parties are reserved to the district court. See *Tenneco Oil Co. v. El Paso Natural Gas Co.*, 687 P.2d 1049 (Okl. 1984). As held by the Oklahoma Supreme Court in *Atlantic Richfield Co. v. Tomlinson*, 859 P.2d 1088 (Okl. 1993):

...We also hold that, while the Commission has jurisdiction to resolve issues involving correlative rights of mineral interest owners within a drilling and spacing unit, jurisdiction to decide the present quiet title action properly lies with the district court...

Here a dispute over the quantum of interest owned by Kerr in Section 33 is akin to a quiet title action and is thus under the jurisdiction of the Marshall County District Court. Any related discovery to this action such as a demand upon XTO and R. D. Williams Land Company to provide her with mineral ownership information also properly lies within the jurisdiction of the district court and not with the Commission. See also *McDaniel v. Moyer*, 662 P.2d 309 (Okl. 1983).

3) The remaining issue, the determination of the fair market value for the mineral interests in Section 33, is under the jurisdiction of the Commission. See 52 O.S. Section 87.1; *Grison Oil Corp. v. Corporation Com'n*, 99 P.2d 134 (Okl. 1940); *Hladik v. Lee*, 541 P.2d 196 (Okl. 1975). The Oklahoma Supreme Court in *Miller v. Corporation Commission*, 635 P.2d 1006 (Okl. 1981) defined fair market value as:

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 crux of the issue in this present case is whether "other factors" such as the values (i.e, bonuses and royalty options) set forth in Commission pooling orders or the bonuses and royalties paid for leases involving multi-section transactions are representative of the fair market value of transactions between a willing buyer and a willing seller in a single section of land.

4) With respect to forced pooling orders the Oklahoma Supreme Court has held that values shown in such governmental orders are not representative of fair market value. In *Coogan v. Arkla Exploration Co.*, 589 P.2d 1061 (Okl. 1979) the Court stated:

The appellants' position in this respect is that a forced pooling order is in effect a condemnation of a mineral lease, and as such, the incompetency of condemnation price as evidence of value should also be applied to evidence of value of the nonparticipating owner's interest in this pooling order. The case under consideration here is easily distinguishable from the instance where condemnation price is inadmissible. In *Oklahoma Turnpike Authority v. Deal*, Okl., 401 P.2d 508 (1965), this Court stated that where a trial is had in a condemnation proceeding to determine the measure of damages, evidence of the price paid for other tracts in condemnation proceedings is

incompetent. In explanation of that statement, the Court said: 'The price paid for neighboring land when taken by eminent domain, either as a result of an award, a verdict, or a settlement, is inadmissible, as it is not a sale in open market and does not show market value.' (Citing from 18 Am.Jur., Eminent Domain, Sec. 352, page 996).

As the values shown in a pooling order are akin to the prices paid for land taken by government action, the values shown in themselves are not representative of fair market value.

5) Although values set forth in a pooling order are not representative of fair market value, the lease terms that were attested to during the hearing that gave rise to the pooling order were representative of fair market value during that hearing and may be evidence of fair market value in this present cause if not too remote in time and place. Kerr called the Commission's attention to Order No. 601665 issued September 5, 2012 for the pooling of the Deese, Des Moines, Atoka, Morrow, Springer, Caney, Sycamore, Woodford and Hunton common sources of supply in Section 29, T4S, R4E, Johnston County, Oklahoma. She said that this Order issued less than one year ago and applied to land within a nine-section area near Section 33. She argued that the values shown as options in the Order should be representative of fair market value since the Order issued within one year of this present hearing and the land pooled was close to the land that is the subject of this cause. One of the options in lieu of participation under the Order was a zero bonus reserving a 1/4th royalty, and she requested the Commission to include this option as evidence of fair market value in this cause.

6) XTO's land expert testified that although the Order was issued within the past year, the fair market value transactions upon which the Order was based were consummated more than one year ago. As an example, he said that the transaction that supported a fair market value of a zero bonus reserving a 1/4th royalty shown in the Order occurred in Section 28, T4S, R4E on January 1, 2012, more than 18 months prior to the date of this hearing. He also said that he wasn't aware of any consummated transaction in Section 33 within the last year that leased for a zero bonus reserving a 1/4th royalty. Because the transaction that supported the fair market value of a zero bonus reserving a 1/4th royalty shown in the Order was consummated more than 18 months prior to the date of this hearing, it is too remote in time to be representative of fair market value in this cause.

7) With respect to the bonuses and royalties paid for leases involving multi-section transactions, XTO's land witness testified that such multi-section transactions do not represent fair market value because no-one could determine what the values were for each individual section, making it difficult

to find comparable values upon which to assess fair market value. He also said that in the oil business, the whole is worth more than the sum of its parts, implying that a multi-section transaction is worth more than transactions within a single section.

8) As shown by the Court in the *Miller* case, variants such as differences in lease terms, the distance from other leaseholds subject to forced pooling and the nature of formations within different leaseholds can be considered when deciding to include or exclude lease values from a set of values that are representative of fair market value. Because multi-section leases can be more valuable than single-section leases just because they involve more than one section, such transactions appear to represent the kind of variant class of transactions anticipated by the Court that cannot be compared on the same basis with other single-section, open-market transactions in the oil and gas mineral leasing market. Values obtained from multi-section transactions should thus be excluded from an assessment of fair market value in this cause.

9) XTO's land expert testified that the highest and best bonus and royalty paid by XTO or any other company for any consummated transaction between a willing buyer and a willing seller in the nine-section area centered around Section 33 and in the last year preceding this cause was \$911 per net acre reserving a 3/16th royalty. He opined that this value represented fair market value. He also said that XTO was willing to offer \$961 per net acre reserving a 1/8th royalty for those parties that wanted a 1/8th royalty even though no such transactions were made in the same time period and area. He didn't consider values obtained from pooling orders, multi-section transactions, transactions obtained where the parties are related and transactions where the seller didn't own what he sold as representative of fair market value and the ALJ agrees with his assessment. All such transactions aren't open-market transactions that can be compared on the same basis with single-section transactions between a willing buyer and a willing seller. XTO thus presented substantial evidence to support a fair market value of \$911 per net acre reserving a 3/16th royalty and a reasonable proposal of \$961 per net acre reserving a 1/8th royalty as alternative options to participation in a pooling order for Section 33.

10) After taking into consideration all of the facts, circumstances, evidence and testimony presented in this cause, it is the recommendation of the ALJ that the oil and gas interests in the unit comprising Section 33, T4S, R4E, Marshall County, Oklahoma for the Des Moinesian, Atoka, Morrow, Springer, Caney, Sycamore, Woodford and Hunton common sources of supply be pooled, adjudicated and determined as requested by XTO and that \$911 per net acre reserving a 3/16th royalty and \$961 per net acre reserving a 1/8th royalty represent fair and reasonable compensation for those persons who elect not to participate under the pooling order.

POSITIONS OF THE PARTIES

KERR

- 1) **Nancy Kerr**, appearing Pro Se, stated this is about fair market value. XTO testified that the nine unit area includes only leases which justify pooling options of \$911 per acre and 3/16th royalty, but offered to go as high as \$961 per acre and 1/8th royalty. There is a lease on record for Quintin Little Co. ("Quintin") receiving \$1,000 per acre and 3/16th royalty from XTO in this unit.
- 2) XTO tries to explain this lease away by testifying that the lease with Quintin is a multi-unit lease, and that this was an offer for hundreds of acres, covering multiple drilling units, as testified to by the XTO expert witness.
- 3) There are leases in the nine unit area that are just 18 months old, with a pooling order less than 12 months old, showing both \$1,000 per acre and 3/16th royalty as well as no bonus and 1/4th royalty. These leases represent fair market value and should be offered in this pooling unit as well.
- 4) This Court should amend the ALJ ruling on this cause to reflect a pooling option of \$1,000 per acre and 3/16th royalty or no bonus and 1/4th royalty.

XTO

- 1) **Richard K. Books**, attorney, appearing on behalf of XTO, stated the crux of this case is whether multi-unit transactions or pooling orders are reflective of fair market value. The record reflects that an expert witness, a landman for XTO, testified as to what the fair market values were for leases in the nine unit area that are "not too remote in time."
- 2) There is long standing case law about how this Commission determines fair market value for a drilling and spacing unit, and the pooling options offered for this unit reflect just that, a fair market value. Multi-unit leases are not considered to represent fair market value for a lease which contains land in only one unit. There is nothing new or novel about the issues presented here.
- 3) This Commission has never utilized a multi-unit transaction to reflect fair market value for a lease in a single unit and we see no reason why this long-standing case history should change in this case. The lease referred to by Kerr is a lease covering a multi-unit area, and as such is more valuable than land located in just one unit.

4) The other leases that Kerr wishes to utilize to represent fair market value represent leases that are too remote in time. The lease that appellant would have us look at is more than 18 months old. She wishes to dispose of that fact by indicating that the pooling order containing that lease is less than 12 months old. However, this Commission has a long standing case record, supported by the Oklahoma Supreme Court, which allows us to only use leases executed within the last 12 months to discover fair market value for a pooling order.

5) A value ordered by this Commission in a pooling order is not representative of fair market value. A pooling order is the State of Oklahoma utilizing its police power, similar to condemnation proceedings. As such, the values offered in a pooling order do not reflect fair market value, that is, they are not leases negotiated by a willing buyer and a willing seller. See *Coogan v. Arkla Exploration Co.*, 589 P.2d 1061 (Okl. 1979).

6) We ask that the ALJ be affirmed and this pooling order reflect values of \$911 per acre and 3/16th royalty or \$961 per acre and 1/8th royalty.

RESPONSE OF KERR

1) This is about fair market value. I believe that the case law relied upon by XTO is too old and should be discredited.

2) Fair market value reflects the nine unit area, and the nine unit area has a lease on record reflecting \$1,000 per acre and 3/16th royalty. In addition, the adjacent unit has a pooling order reflecting a no bonus and 1/4th royalty. Kerr would ask this court to consider the adjacent unit pooling order, as well as the \$1,000 per acre lease in this unit, to reflect the fair market value in this nine unit area.

CONCLUSIONS

The Referee finds that the Report of the Administrative Law Judge should be affirmed.

1) The Referee finds that the ALJ should be affirmed in his recommendation that the oil and gas interest in the unit comprising Section 33, T4S, R4E, Marshall County, Oklahoma for the Des Moinesian, Atoka,

Morrow, Springer, Caney, Sycamore, Woodford and Hunton common sources of supply be pooled, adjudicated and determined as requested by XTO and that \$911 per acre with a 3/16th royalty and \$961 per acre with a 1/8th royalty represent fair and reasonable compensation for those persons who elect not to participate under the pooling order.

2) The only issue in this appeal is the determination of the fair market value for the mineral interest in Section 33. The Supreme Court of Oklahoma in *Miller v. Corporation Commission*, 635 P.2d 1006 (Okla. 1981) defined fair market value as:

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. (Footnotes omitted)

3) Charles Nesbitt noted in his article, "A Primer On Forced Pooling of Oil and Gas Interests in Oklahoma", 50 O.B.J. 648 (1978):

...the amount and elements in the bonus are intended to equal the current fair market value of an oil and gas lease; that is, the bonus which would be paid for a lease between willing contracting parties, neither under compulsion.

In practice, this generally becomes an inquiry into the "highest price actually paid" for an oil and gas lease in the vicinity. Scant consideration is paid to transactions outside a nine section area of which the subject section is the center, or to a lease bonus paid during a past period of hot activity which since has cooled.

4) Kerr argues that "other factors" are present in this case such as the values (i.e. bonuses and royalty options) set forth in Commission pooling orders; the bonuses and royalties paid for leases involving multi-section transactions; and transactions that were consummated more than one year ago.

5) Kerr argues that the nine unit area has a lease on record reflecting \$1,000 per acre and 3/16th royalty; however this lease involved land located in more than one section. XTO's landman stated that one transaction in Section 27, T4S, R4E, was a 16 section lease taken from Quinton Little Oil and Gas, Ltd. Partnership for \$1,000 an acre and a 3/16th royalty. XTO's landman witness also testified that there was another lease taken in Section 28, T4S, R4E and Section 2, T5S, R4E between Oil Valley Petroleum, LLC and JWK Minerals Management for zero bonus reserving a 1/4th royalty, but this was also a multi-section transaction. It must be recognized that the Commission is bound by the Court's interpretation of 52 O.S. Section 87.1 to conduct forced pooling proceedings on an individual spacing unit basis. See *Helmerich & Payne, Inc. v. Corporation Commission*, 532 P.2d 419 (Okl. 1975). Comparable terms and prices for oil and gas leases and related transactions are those established by single unit transactions or trades as opposed to multi-unit transactions, which are akin to the thwarted effort found in the *Helmerich & Payne, Inc.* case to force pool a drilling program. See also, *Amoco Production Company v. Corporation Commission*, 751 P.2d 203 (Ok.Civ.App. 1986), adopted by Oklahoma Supreme Court, February 9, 1988). The nexus to determine the relative, substantiality and probative value for a proposed comparable term or price for oil and gas leases and related transactions will be: "evidence of voluntary sales of similar property in the vicinity made at or about the same time," *Coogan v. Arkla Exploration Co.*, 589 P.2d 1061 (Okl. 1979). Likewise, the Commission must consider the fact that "[e]vidence 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....The value to be arrived at is that paid for comparable leases in the unit." *Miller*, supra at 1007.

6) Another transaction Kerr asserted should be considered was the Chapman lease in Section 33 which involved two separate transactions for a

zero bonus reserving a 21% royalty that were leased from Chapman Energy, LLC and Chapman Minerals LLC to other Chapman entities. XTO's landman witness testified that such transactions where Chapman received leases from entities that it was related to by interest or by family ownership were insider deals and not arms-length transactions and thus not representative of fair market value. The ALJ agreed with the landman witness' assessment and the Referee would also support such a conclusion. These transactions are not open market transactions that can be compared on the same basis with single transactions between a willing buyer and a willing seller. Multi-unit transactions and insider/family deals are not "comparable terms or prices" with reference to "the value paid for comparable leases in the unit." See *Miller*, supra at 1007.

7) Kerr also asserted that in Section 29, T4S, R4E there was a zero bonus reserving a 1/4th royalty between Two Moons, LLC and Jericho, Inc. However, the XTO landman's testimony was that this lease was one of several leases from strangers in title where the seller didn't own an interest.

8) Lastly, Kerr stated that the Commission should review Order No. 601665 which was issued September 5, 2012 for the pooling of the Deese, Des Moines, Atoka, Morrow, Springer, Caney, Sycamore, Woodford and Hunton common sources of supply in Section 29, T4S, R4E, Johnston County, Oklahoma. She said that this order issued less than one year ago and applied to land within a nine section area near Section 33. She argued that one of the values shown as an option in lieu of participation in Order No. 601665 was no cash and a 1/4th royalty and should be representative of fair market value in the present case since the order issued within one year of the present hearing and the land pooled was close to the land in the subject cause. Kerr requested that the Commission include this option as evidence of fair market value in this cause.

9) XTO's land witness testified that although the order was issued within the past year, the fair market value transactions in Order No. 601665 were based and consummated more than one year ago. The transaction that supported a fair market value of no cash and a 1/4th royalty shown in Order No. 601665 occurred in Section 28, T4S, R4E on January 1, 2012, more than 18 months prior to the date of the hearing in the present case heard on July 17, 2013. XTO's land witness also testified that he was not aware of any consummated transaction in Section 33 within the last year that leased for no cash and a 1/4th royalty. Thus, the ALJ found that in the present case the transaction that supported the fair market value of no cash and a 1/4th royalty shown in Order No. 601665 was consummated more than 18 months prior to the date of the present hearing and thus was too remote in time to be representative of fair market value in the present cause.

10) In addition, the ALJ addressed the issue that value shown in pooling orders are not representative of fair market value. A forced pooling order is in effect a condemnation of a mineral lease, and, as such, evidence of the price paid for units in the nine section area taken by eminent domain is incompetent and inadmissible as it is not a sale in an open market and does not reflect fair market value. The ALJ found that the values shown in a pooling order are akin to the prices paid for land taken by government action and said values are not representative of fair market value. However, the lease terms that are attested to during a hearing that gave rise to the pooling order are representative of fair market value during that hearing and may be evidence of fair market value if not too remote in time and place. See *Coogan v. Arkla Exploration Company*, supra.

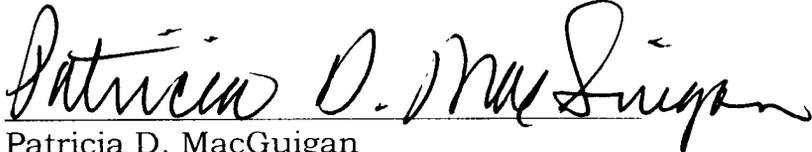
11) The ALJ in his Report on page 11, paragraph 44 states:

44. XTO's land expert testified that the highest and best bonus and royalty paid by XTO or any other company for any consummated transaction between a willing buyer and a willing seller in the nine-section area centered around Section 33 and in the last year preceding this cause was \$911.00 per net acre reserving a 3/16th royalty. He opined that this value represented FMV. He also said that XTO was willing to offer \$961.00 per net acre reserving a 1/8th royalty for those parties that wanted a 1/8th royalty even though no such transactions were made in the same time period and area. He didn't consider values obtained from pooling orders, multi-section transactions, transactions obtained where the parties are related and transactions where the seller didn't own what he sold as representative of FMV and the ALJ agrees with his assessment. All such transactions aren't open-market transactions that can be compared on the same basis with single-section transactions between a willing buyer and a willing seller. XTO thus presented substantial evidence to support a FMV of \$911.00 per net acre reserving a 3/16th royalty and a reasonable proposal of \$961.00 per net acre reserving a 1/8th royalty as alternative options to participation in a pooling order for Section 33. (emphasis added)

The Referee agrees with this conclusion of the ALJ based upon the weight of the evidence presented and under the law as established within the State of Oklahoma. See *Central Oklahoma Freight Lines, Inc. v. Corporation*

Commission, 484 P.2d 877 (Okl. 1971); *G.M.C. Oil and Gas Company v. Texas Oil and Gas Corporation*, 586 P.2d 731 (Okl. 1978).

RESPECTFULLY SUBMITTED THIS 14th day of February, 2014.



Patricia D. MacGuigan
OIL & GAS APPELLATE REFEREE

PM:ac

xc: Commissioner Douglas
Commissioner Anthony
Commissioner Murphy
Jim Hamilton
ALJ David D. Leavitt
Richard K. Books
Nancy Kerr
Ann Beard Douglas
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