


CAUSE NO. 07-12-14420CV

THE ENCINITOS RANCH, et al.,	§	IN THE DISTRICT COURT
	§	
VS.	§	79 TH JUDICIAL DISTRICT
	§	
EXXON MOBIL CORP., et al.,	§	BROOKS COUNTY, TEXAS

**CHEVRON U.S.A. INC.'S
FIRST SET OF INTERROGATORIES TO PLAINTIFFS**

Chevron U.S.A. Inc. ("Chevron") propounds the following interrogatories on Plaintiffs. Pursuant to Rule 197 of the Texas Rules of Civil Procedure, your answers to each of the following Interrogatories must be filed separately, in writing, under oath, within thirty (30) days after service of these interrogatories on you. You are advised that the following Interrogatories, together with your sworn answers thereto, may be offered in evidence at the trial of the above entitled and numbered cause. You are further advised that you are under a duty to supplement your sworn answers to the following Interrogatories in accordance with Rule 193.5 of the Texas Rules of Civil Procedure.

JESSE R. PIERCE & ASSOCIATES, P.C.

By: 

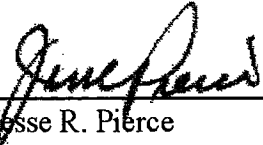
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ATTORNEYS FOR DEFENDANT
CHEVRON U.S.A. INC.

CERTIFICATE OF SERVICE

I certify that on February 24, 2009, a copy of the Chevron's First Set of Interrogatories to Plaintiffs were forwarded to all counsel of record via facsimile.



Jesse R. Pierce

INSTRUCTIONS

1. Each interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the objecting party shall state the reasons for objection and shall answer to the extent the interrogatory is not objectionable. An answer should not incorporate answers to other interrogatories or pleadings, but shall be a full, complete, and independent answer to the question asked.
2. The answers are to be signed by the person making them, and the objections signed by the attorney making them.
3. All grounds for an objection to an interrogatory shall be stated with specificity. Any ground not stated in a timely objection is waived unless the party's failure to object is excused by the Court for good cause shown.
4. In the event that you withhold information otherwise discoverable by claiming it is privileged or subject to protection as trial preparation material, make the claim expressly and describe the nature of the documents, communications, or things not disclosed in a manner that, without revealing information itself privileged or protected, will enable Defendant to assess the applicability of the privilege or protection.
5. In the event you file a proper and timely objection to a portion of any discovery request, respond to all portions of the discovery request that do not fall within the ambit of your objection. For example, if you object to a discovery request on the grounds that it is too broad insofar as it covers time periods that you contend are not relevant to this litigation, you should answer as to all time periods which you contend are relevant.
6. If you answer an interrogatory by reference to business records of Plaintiffs, specify the precise records from which the answer can be ascertained.
7. These interrogatories are continuing in nature. You are under a duty reasonably to amend or supplement a response if you learn that the response is in some material respect incomplete or incorrect.

DEFINITIONS

The following definitions apply with respect to each of these discovery requests and each of the terms defined below, when used in any of these discovery requests, shall have the meaning given herein:

1. "You," "your," "yours," and "Plaintiffs" shall refer to each Plaintiff, individually, as well as any of their/its present and former agents, employees, independent contractors, associates, members, officers, directors, attorneys, representatives, successors, predecessors, assigns, affiliated companies, and all other persons or entities controlled by or acting on their/its behalf.
2. "Chevron" means Chevron USA Inc., as well as any of its present and former agents, employees, independent contractors, associates, members, officers, directors, attorneys, representatives, successors, predecessors, assigns, affiliated companies, and all other persons or entities controlled by or acting on its behalf.
3. "Encinitos Ranch" and/or "Property" refers to portions of the Encinitos Ranch located in Brooks, Hidalgo, Jim Hogg, and Starr Counties, Texas covered by those certain oil and gas leases made the basis of this lawsuit.
4. "Petition" means Plaintiffs' Original Petition and any amended or supplemental petition filed in this matter.
5. The term "document" means the original or a correct copy, if the original is not available, of all written, recorded, pictorial or graphic matter, however produced or reproduced, now or at the time in your possession, custody or control, including, but not limited to, all letters, telegrams, emails, telexes, cables, telephone records, calendars, notations, invoices, ledgers, journals, all formal or informal books of record or account, minutes, bulletins, instructions, financial statements, photographs, reports, memoranda, notes, notebooks, drafts, worksheets, contracts, agreements, computer data, tape recordings, transcriptions, intra-company drafts of the foregoing items, and copies or reproductions of the foregoing upon which notations in writing have been made which do not appear on the originals. The term also includes communications not only in words, but in symbols, pictures, sound recordings, film, tapes and information stored in, or accessible through, computer or other informational storage or retrieval systems. If the information is kept in a computer or informational storage or retrieval system, the term also includes codes and programming instructions and other materials necessary to understand such systems.
6. "Person" includes natural persons, corporations, partnerships, joint ventures, unincorporated associations, trusts, government entities and all other legal entities.

7. "Identity" when used in reference to a document or a tangible thing means to state: (a) the name of the person who prepared it; (b) the name of the person who signed it or over whose name it was issued; (c) the name of each person to whom it was addressed and/or distributed; (d) the nature and substance of the document with sufficient particularity to enable it to be identified; (e) its date, or, if it bears no date, the date when it was prepared; and (I) the physical location of the document and the name of its custodian or custodians.
8. "Identify" when used in reference to a natural person, shall mean to specifically state that person's name, title, position or office, current business address, current residence address, or most recent known addresses, and such person's telephone number.
9. "Identify" when used in reference to a person other than a natural person, shall mean to specifically state the full name of such entity, its form of organization, its present address, and the telephone number of its principal address.
10. "Communication" means any transfer (oral or written) of information or statements of any nature whatsoever, by or to whomsoever made, including, but not limited to, correspondence, conversations, dialogue, discussions, interviews, consultations, memoranda, reports, notes, documents, messages, letters, agreements, and other understandings, between two or more persons.
11. "Relating to," "Relates to," or "Related to" means anything that constitutes, contains, evidences, embodies, comprises, reflects, identifies, states, refers to, deals with, comments on, responds to, describes, analyzes, or is in any way relevant to that subject, including without limitation, communications or documents concerning the matter inquired about or the existence of other communications or documents relating to such matter.
12. "And" as well as "or" shall be construed disjunctively or conjunctively as necessary in order to bring within the scope of the request all responses which might otherwise be construed to be outside its scope.
13. The word "including" shall be construed to mean "including, but not limited to" to bring within the scope of the request all responses which might otherwise be construed to be outside its scope.
14. Unless otherwise established by context, the plural shall be construed to include the singular and the singular the plural to bring within the scope of the request all responses which might otherwise be construed to be outside its scope.

15. The masculine "he" or "him" shall be construed to include the feminine "she" or "her" and vice versa in order to bring within the scope of the request all responses which might otherwise be construed to be outside its scope.

INTERROGATORIES

1. Identify each person who have answered, supplied information, or assisted with the preparation of the answers to these interrogatories.

RESPONSE:

2. Identify each person who now owns an interest in any or all of the Property and for each person who has owned an interest in all or any of the Property, please state the nature and percentage of each person's interest in the Property, the dates that each person held such an interest, and how that interest was obtained.

RESPONSE:

3. Identify every person who has ever been a partner or otherwise held any ownership interest in the McGill Ranch, Ltd. For each person identified, please give the dates that they were a partner or held an ownership interest.

RESPONSE:

4. Identify every person who has ever held an ownership interest in The Encinitos Ranch or who is in any way responsible for managing and/or running the Encinitos Ranch, including the nature of such interest/responsibility and the dates on which it was held.

RESPONSE:

5. Please identify all persons that have reviewed royalty checks or otherwise performed any accounting of royalties for any Plaintiff, including, but not limited to, accountants, business managers, consultants, and attorneys.

RESPONSE:

6. Please identify all surveys, appraisals, or valuations of any kind performed on all or part of the Property at any time, including, without limitation, valuations for successions/estate purposes, property taxes, banking, financing, loans, appraisals, and real estate transactions. In so doing, please identify the person who performed the appraisal, survey, or valuation, the valuation, the date thereof, and the description of the property included in the appraisal, survey, or valuation.

RESPONSE:

7. Identify each person that you may call as a fact witness at the trial of this lawsuit and the facts of which he has knowledge or information.

RESPONSE:

8. Describe each mineral lease, right of way, surface lease, or any other contract pursuant to which you claim that Chevron owes or owed any obligation to you. In so doing, please identify: (1) the name of the lessor/grantor, (2) the name of the lessee/grantee (3) the date of the lease/agreement, and (4) the book and page number where said lease or other agreement is filed in the Brooks, Hidalgo, Jim Hogg, and/or Starr County records.

RESPONSE:

9. Describe any damage and/or contamination that allegedly exists or formerly existed on the Property, including the precise location on the Property of any area that is allegedly damaged/contaminated, each person who caused or contributed to the damage/contamination, and the identity and precise location of any specific well and/or facilities which you allege caused or contributed to any damage/contamination.

RESPONSE:

10. Please provide a description of each action taken by Chevron or its predecessors that you allege to have caused or contributed to any damage or contamination of the Property, including the date of such action, the location of such action(s), each person with knowledge of such action(s), and a description of each document or other item of evidence that relates, refers or pertains in any manner to your

allegations that Chevron caused or contributed to alleged pollution, contamination, or damage to the Property. (First Amended Petition, ¶ 20).

RESPONSE:

11. Identify and describe any environmental activities, including sampling, surveying, investigations, site assessments, or remedial actions, that you or your representatives or agents have conducted on the Property. In so doing, please identify each person or company that conducted or participated in the activities, the dates on which the activities were conducted, and all results, findings, or conclusions of the activities, including a description of any reports or other documents that have been prepared relevant to these activities.

RESPONSE:

12. Identify and describe all lawsuits and claims involving the Property in any way. Include the name of the lawsuit, the docket number of the lawsuit, the court in which the lawsuit was filed, the nature of the litigation, and the manner in which it was resolved.

RESPONSE:

13. State whether Plaintiffs or their predecessors in title have ever been operators of any oil or gas well on the Property, are parties to any joint operating agreements affecting any units or wells on the Property, or have ever had any working interest in any units or wells on the Property, and identify each of these Plaintiffs/predecessors and the nature of their interest.

RESPONSE:

14. Set forth all facts upon which you rely to support your allegation in Paragraph 20 that “oil and gas development and production operations also resulted in significant damage to the surface of the property through improperly abandoned equipment, discarded junk, spills, contamination, and failure to maintain oil and gas production facilities and infrastructure.” In so doing, please identify when you first discovered the alleged property damage; the precise location of the abandoned equipment and “junk;” the location of the spills, the type of substance that was spilled, and the

amount of substance spilled; and how Chevron failed to maintain oil and gas production facilities and infrastructure, including a description of the specific facilities and infrastructure, and their locations.

RESPONSE:

15. Set forth all facts upon which you rely to support your allegation in Paragraph 21 that “repeated requests for remediation, accountability, clean up, and environmental assessment and testing have gone largely unheeded.” Please specify the party making the request; to whom the request was made; when the request was made; in what form (letter, email, verbal, etc.) the request was made; and the substance of each alleged request.

RESPONSE:

16. Set forth all facts upon which you rely to support your allegation in Paragraph 22 that royalties were not paid properly or timely. Please identify whether these claims are based upon oil royalty payments or gas royalty payments and how these royalty payments by Chevron were improper, including specific instances of untimely payment and descriptions of how the means and methods for calculating the royalties are inconsistent, confusing, and/or erroneous, and any persons with knowledge of these allegations.

RESPONSE:

17. Please describe any communications with Chevron regarding the means and methods for calculating the amount due for royalties. (First Amended Petition, ¶ 22). In so doing, please specify the date of such communication; the party(ies) involved in the communication; the form (letter, email, verbal, etc.) of such communication; and the substance of each communication.

RESPONSE:

18. Set forth all facts upon which you rely to support your allegations in Paragraph 23 that Chevron “failed to reasonably and prudently develop and explore the property for oil, gas, and mineral reserves.”

RESPONSE:

19. Please state the methods by which you seek to calculate the value of the “unplugged yet apparently abandoned wells.” (First Amended Petition, ¶ 25).

RESPONSE:

20. Set forth all facts upon which you rely to support your allegation in Paragraph 26 that Chevron’s operations pose a “serious and substantial risk of harm to the land and to persons on the property,” including the identity of all persons whom you contend were harmed by Chevron’s operations on the property, the nature of the harm, and the date on which the harm was discovered.

RESPONSE:

21. Please identify, with specificity, Chevron’s “poor surface operations, discarded equipment and deteriorating infrastructure” you contend occurred and/or exists on the property. (First Amended Petition, ¶ 27).

RESPONSE:

22. Please identify all “acts of omission and commission” by Chevron that you contend constitutes negligence and was a proximate cause of injuries and damages to Plaintiffs, including the date of such acts or omissions, and the identity of each person involved or with knowledge of, and the nature of their involvement/knowledge, the injury/damage alleged as a result of each act/omission. (First Amended Petition, ¶ 31).

RESPONSE:

23. Identify each and every lease provision that you contend Chevron violated, the date and substance of each alleged breach, each person involved in or with knowledge of such breach, and specifically explain why the alleged violation constitutes a “material and incurable” breach of every such lease. (First Amended Petition, ¶¶ 26-29).

RESPONSE:

24. Set forth all facts known to you regarding
- (a) radioactivity on the Property;
 - (b) dumping on the Property;
 - (c) criminal activity on the Property; and,
 - (d) the sale of lease keys on the black market.

(Letter from Roger Braugh to all counsel dated March 11, 2008).

RESPONSE:

25. Identify and quantify the actual damages that you contend have resulted from actions by or on behalf of Chevron, including, without limitation:

- (a) State in dollars and cents the total amount of damages for which Plaintiffs seek to recover against Chevron;
- (b) Itemize any payments to third parties which are included in the damages claim in your answer to item (a) above, giving the names, addresses, phone numbers of such third parties, the date of payment, and a description of the goods or services furnished by them.
- (c) Itemize all out-of-pocket expenses which are included in the damages claimed in your answer to item (a) above, but which are not already set out in your answer to item (b) above, giving a description of how each such sum was calculated;
- (d) Itemize all other elements of damages claimed by Plaintiff which are included in your answer to item (b) or (c) above, giving a description of how each such item was calculated;

- (e) Itemize the total amount of all legal expenses you incurred or will incur that Plaintiffs are seeking in connection with their claim for attorney's fees in this case.

RESPONSE: