

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:  GULFPORT ENERGY CORPORATION, <i>et al.</i> , <sup>1</sup>  Reorganized Debtors.	) ) ) ) ) ) )	Chapter 11  Case No. 20-35562 (DRJ)  (Jointly Administered)
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**NOTIFICATION OF REMOVAL TO THE UNITED STATES  
BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF OKLAHOMA**

PLEASE TAKE NOTICE that Gulfport Energy Corporation, Gulfport MidCon, LLC, and SCOOP Acquisition Company, LLC, as the predecessor to Gulfport MidCon, LLC, (collectively, the “Reorganized Debtors” or “Gulfport”) filed a Notice of Removal in the United States Bankruptcy Court for the Western District of Oklahoma under 28 U.S.C. § 1334(b) to remove a lawsuit pending before the District Court of Grady County, State of Oklahoma to the Court pursuant to 28 U.S.C. § 1452(a) and Federal Rule of Bankruptcy Procedure 9027. *See* **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that a Notification of Removal to the United States Bankruptcy Court for the Western District of Oklahoma has been or will be filed with the Clerk of Court for Grady County, Oklahoma. *See* **Exhibit B**.

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<sup>1</sup> The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, are: Gulfport Energy Corporation (1290); Gator Marine, Inc. (1710); Gator Marine Ivanhoe, Inc. (4897); Grizzly Holdings, Inc. (9108); Gulfport Appalachia, LLC (N/A); Gulfport MidCon, LLC (N/A); Gulfport Midstream Holdings, LLC (N/A); Jaguar Resources LLC (N/A); Mule Sky LLC (6808); Puma Resources, Inc. (6507); and Westhawk Minerals LLC (N/A). The location of the Reorganized Debtors’ service address is: 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134.

June 23, 2021

*/s/ Matthew D. Cavanaugh*

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**Certificate of Service**

I certify that on June 23, 2021, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

**Exhibit A**

**Notice of Removal in the United States  
Bankruptcy Court for the Western District of Oklahoma**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF OKLAHOMA**

RAY H. POTTS, individually and as trustee of the RAY H. POTTS LIVING TRUST, dated June 15, 1998, an express private trust created pursuant to the laws of the State of Oklahoma, PATRICIA J. POTTS, individually and as trustee of the PATRICIA J. POTTS LIVING TRUST, dated April 3, 1991, an express private trust created pursuant to the laws of the state of Oklahoma

*Plaintiffs,*

v.

GULFPORT ENERGY CORPORATION, a Delaware business corporation; GULFPORT MIDCON, LLC, a Delaware limited liability company; SCOOP ACQUISITION COMPANY, LLC, a Delaware limited liability company,

*Defendants.*

Case No. \_\_\_\_\_

**NOTICE OF REMOVAL**

Defendants Gulfport Energy Corporation, Gulfport MidCon L.L.C., and SCOOP Acquisition Company, L.L.C., (collectively, the “Debtors” or “Gulfport”) file this Notice of Removal from the District Court of Grady County, State of Oklahoma to the United States Bankruptcy Court for the Western District of Oklahoma (the “Court”) pursuant to 28 U.S.C. § 1452(a), Federal Rule of Bankruptcy Procedure 9027, and rule 81.3 of the Local Court Rules of the United States District Court for the Western District of Oklahoma

(the “Local Rules”). Under the Local Rules, this pleading is filed with the bankruptcy clerk.

## **I. BACKGROUND**

1. Plaintiff Ray H. Potts is the Trustee of the Ray H. Potts (“RHP”) Living Trust, an express trust created under the laws of the State of Oklahoma in June 1998. Compl. ¶ 1.

2. Plaintiff Patricia J. Potts (“PJP”) is the Trustee of the Patricia J. Potts Living Trust, an express trust created under the laws of the State of Oklahoma in April 1991. Compl. ¶ 2.

3. Defendants Gulfport Energy Corporation (“Gulfport Energy”) and Gulfport MidCon, LLC (“Gulfport MidCon”) are Delaware limited liability companies with principal places of business in Oklahoma City, Oklahoma. Compl. ¶¶ 3–4.

4. Defendant SCOOP Acquisition Company, LLC (“SCOOP”), the predecessor to Gulfport MidCon, was a wholly owned subsidiary of Gulfport Energy.

5. On November 13, 2020 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). The Debtors’ chapter 11 cases are being jointly administered under Case No. 20-35562 (collectively, the “Gulfport Bankruptcy”).

6. Plaintiffs filed proofs of claim in the Gulfport Bankruptcy [Claim Nos. 1117 and 1120] (the “Proofs of Claim”).<sup>1</sup>

7. On March 12, 2021, Plaintiffs filed the *Motion (I) to Authorize Revenue Compliance Auditor to Examine the Debtors’ Books and Records, (II) to Compel Payment of Undisputed Overriding Royalty Interest, and (III) for Related Relief and Brief in Support* [Docket No. 920] (the “Audit Request Motion”). The Debtors and Plaintiffs consensually resolved the Audit Request Motion pursuant to the Joint Stipulation.

8. On March 29, 2021, Plaintiffs filed *Ray and Patricia Potts’ Limited Objection to the Debtors’ (1) Joints Chapter 11 Plan of Reorganization and (2) Notice of Supplement* [Docket No. 1029] (the “Plan Objection”). The Debtors and Plaintiffs resolved the Plan Objection through the inclusion of certain language in the Confirmation Order (as defined below). See Confirmation Order, ¶ 92.

9. On April 15, 2021, the Debtors filed the *Amended Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and its Debtor Subsidiaries* [Docket No. 1171] (the “Plan”). On April 27, 2021, the Court signed an order confirming the Plan [Docket No. 1262] (the “Confirmation Order”). The Plan became effective on May 17, 2021 (the “Effective Date”), and the Debtors emerged from chapter 11. See *Notice of (A) Entry of Order (I) Confirming the Joint Chapter 11 Plan of Reorganization*

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<sup>1</sup> The Plaintiffs withdrew the Proofs of Claim, pursuant to the *Joint Stipulation and Agreed Order By and Among the Debtors and Potts Regarding Potts’ Motion (I) to Authorize Revenue Compliance Auditor to Examine the Debtors’ Books and Records, (II) to Compel Payment of Undisputed Overriding Royalty Interest, and (III) for Related Relief and Brief in Support* [Docket No. 1418] (the “Joint Stipulation”). .

*of Gulfport Energy Corporation and its Debtor Subsidiaries and (II) Granting Related Relief, and (B) Occurrence of Effective Date* [Docket No. 1393].

10. Plaintiffs brought suit against Gulfport on June 2, 2021 in the District Court of Grady County, Oklahoma (the “State Court Action”), alleging facts as follows:

a) In 1975 and 1978, Sarkeys, Inc. (“Sarkeys”) assigned Robert L. Stephenson and Norma L. Stephenson as joint tenants, with the right of survivorship, certain overriding royalty interests (collectively, the “Sarkeys ORRIs”) that concern certain oil and gas leases for land (the “Subject Lands”) in Grady County, Oklahoma. Compl. ¶ 6.

b) The Subject Lands are located in Grady County and can be described as including:

Sections 10, 14, 15, 16, 21, 22, 23, 25, 26, 27, 28, 34, 35, and 36, all in Township 4 North, Range 6 West, Grady County, Oklahoma, and Sections 1, 2, and 3, all in Township 3 North, Range 6 West, Grady County, Oklahoma.

Compl. ¶ 6.

c) In 1980, Hadson Petroleum Corporation (“Hadson”) assigned to Robert L. Stephenson and Norma E. Stephenson, as joint tenants, with the right of survivorship, certain overriding royalty interests (collectively, the “Hadson ORRIs”) that burden certain oil and gas leases covering portions of the same Subject Lands. Compl. ¶ 7.



- d) In 1978 and 1979, Sarkeys assigned its interest in the Subject Lands to Potts-Stephenson Exploration Company (“PSEC”). Compl. ¶ 10.
- e) Also in 1979, Hadson assigned PSEC its rights in the Subject Lands, but limited as to all depths below the stratigraphic equivalent of 50 feet below the base of Boatwright Sand. Compl. ¶ 11.
- f) In April 1979, PSEC executed the “PSEC-LPCX Assignment,” which assigned to LPCX Corporation (“LPCX”), Resources Investment Corporation (“RIC”), Ray H. Potts, and Robert L. Stephenson certain rights in leases acquired from Sarkeys. Compl. ¶ 12.
- g) At the same time, PSEC, LPCX, and RIC entered into a Letter Agreement (the “Letter Agreement”), which created the “Chitwood Prospect.” The Chitwood Prospect comprised 16 of the 17 sections of the Subject Lands. Only Section 10 was not included in the Chitwood Prospect. Compl. ¶¶ 13-14.
- h) The Letter Agreement created an area of mutual interest, or “AMI” that covered the Subject Lands, excepting Section 10, and contains a provision binding the parties’ successors and assignees. Compl. ¶ 17.

11. Plaintiffs allege that “upon information and belief, one or more of Gulfport Energy, Gulfport MidCon, and SCOOP . . . have individually and/or collectively acquired oil and gas leasehold interests in and to the Chitwood Prospect as successors-in-interest or assignees under the Letter Agreement.” Compl. ¶ 20.

12. They further allege that “to date, Defendants have individually and/or collectively failed and/or refused to credit, or incorrectly credited, Plaintiffs their proportionate share of its carried working interests in and to the Chitwood Prospect.” Compl. ¶ 24.

13. Plaintiffs seek various forms of relief, including the following: (a) a judgment “quieting title to [the] respective undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs” (Compl. ¶ 30); (b) a declaratory judgment “determining the rights, obligations, and liabilities that exist among the Trusts on the one hand, and, on the other, Gulfport Energy, Gulfport MidCon, and SCOOP as to the Trusts’ undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs” (Compl. ¶ 44); (c) a finding of a violation of the PRSA (Compl. ¶¶ 45-47, 72-75); (d) “quieting title in and to the Potts in and to any subsequently acquired interests in and to the Chitwood Prospect and carried working interests in and to the Chitwood Prospect” (Compl. ¶ 51); (e) a “declaratory judgment from this Court determining the rights, obligations, and liabilities that exist between Potts on the one hand, and, on the other, on the other, Gulfport as to an undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well.” (Compl. ¶ 57); (f) “damages in excess of \$ 75,000 (Comp. ¶ 66); and (g) an order that “Defendants be ordered to specifically perform under the Letter Agreement” (Compl. ¶ 70).

## **II. THE BANKRUPTCY COURT’S JURISDICTION AND BASIS FOR REMOVAL**

14. Section 1452 allows defendants to “remove any claim or cause of action . . . to the district court for the district where such civil action is pending, if such district court

has jurisdiction of such claim or cause of action under section 1334 of this title.” 28 U.S.C. § 1452(a). Section 1334 grants this Court original jurisdiction over all civil proceedings “related to cases under title 11.” 28 U.S.C. § 1334(b).

15. The Plan provides as follows:

Notwithstanding anything in the Plan to the contrary, all of the Royalty and Working Interests and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, pursuant to section 365(a) of the Bankruptcy Code, the Debtors shall be deemed to have assumed all agreements, documents, and instruments related thereto . . . Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ assumption of all such Royalty and Working Interests and related agreements, documents, and instruments. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any obligations assumed by the foregoing assumption of the Royalty and Working Interest obligations, and each such obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan[.]

Plan, Art. V.J.

16. The agreements at issue in this case are therefore considered to be Executory Contracts and/or Unexpired Lease(s) (both as defined in the Plan) for purposes of the Plan.

17. Further, the Plan and Confirmation Order contain standard language regarding the Bankruptcy Court’s retention of “exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases.” *See* Confirmation Order, ¶ 103; Plan, Art. XII. The Plan specifies that the Bankruptcy Court shall retain exclusive jurisdiction to “allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest” and to “resolve any

matters related to . . . any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed.” *See* Plan, Art. XII.

18. Additionally, Plaintiffs have availed themselves of the Bankruptcy Court jurisdiction by filing the Plan Objection, the Audit Request Motion, and the Proofs of Claims.

19. Removal is permitted under 28 U.S.C. § 1452(a) because this Court has jurisdiction over the claims asserted in the Removed Action pursuant to 28 U.S.C. § 1334(b) and the Local Rules.

20. Removal is timely pursuant to Federal Rule of Bankruptcy Procedure 9027(a)(2) and the Bankruptcy Court’s *Order (I) Further Extending the Time Within Which the Debtors May Remove Actions and (II) Granting Related Relief* [Docket No. 1480], which extended the period within which the Debtors may seek removal of actions such as the State Court Action to December 8, 2021.

21. Venue is proper in the Western District of Oklahoma under 28 U.S.C. § 1452(a) because the Oklahoma state court where the Removed Action is pending is located in this district.

22. A Notification of Removal to the United States Bankruptcy Court for the Western District of Oklahoma has been filed, or will be filed as soon as possible, with the United States Bankruptcy Court for the Southern District of Texas and the Clerk of Court for Grady County, State of Oklahoma.

### III. COMPLIANCE WITH RULE 9027

23. Bankruptcy Rule 9027(a)(1) requires that this Notice of Removal “contain a statement that upon removal of the claim or cause of action the party filing the notice does or does not consent to the entry of final orders or judgment by the bankruptcy court.” The Debtors respectfully state that they consent to the entry of final orders or judgments by the Bankruptcy Court.

24. 28 U.S.C. § 1446(a) further requires that this Notice of Removal include “a copy of all process, pleadings, orders served upon such defendant or defendants.” Local Rule 81.2 also requires “a copy of the state court docket sheet.” Attached hereto as **Exhibit 1-7** are copies of all such papers.

Dated: June 22, 2021

/s/ Ross A. Plourde

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L.L.C., AND SCOOP ACQUISITION COMPANY,  
L.L.C.**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 22, 2021, I caused a true and correct copy of the foregoing ECF stamped document to be served via U.S. First Class Mail, postage prepaid upon the following:

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Spencer Fane, LLP  
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Austin C. Evans,  
Austin Evans Law, LLC  
2302 Frontage Road  
Kingfisher, OK 73750

***ATTORNEYS FOR PLAINTIFF, RAY H. POTTS, INDIVIDUALLY AND AS TRUSTEE OF  
THE RAY H. POTTS LIVING TRUST AND THE PATRICIA J. POTTS LIVING TRUST***

/s/ Ross A. Plourde

Ross A. Plourde

**POTTS, et al., v. GULFPORT ENERGY CORP. et al.**  
**NOTICE OF REMOVAL**  
**EXHIBIT INDEX**

01. Petition CV-21-87 with Exhibit Index.pdf
02. Summons Gulfport Energy Corp..pdf
03. Summons Gulfport Midcon.pdf
04. Summons Scoop Acqu. Co. LLC.pdf
05. EOA A. Ferate for Plfs.pdf
06. EOA A. Evans for Plfs.pdf
07. Grady Co Dist. Court Docket CV-2021-00087.pdf



**IN THE DISTRICT COURT OF GRADY COUNTY  
STATE OF OKLAHOMA**

RAY H. POTTS, Individually and as trustee of the RAY H. )  
POTTS LIVING TRUST, dated June 15, 1998, an express )  
private trust created pursuant to the laws of the State of )  
Oklahoma; PATRICIA J. POTTS, Individually and as )  
trustee of the PATRICIA J. POTTS LIVING TRUST, dated )  
April 3, 1991, an express private trust created pursuant )  
to the laws of the State of Oklahoma, )

Plaintiffs, )

v. )

GULFPORT ENERGY CORPORATION, a Delaware business )  
corporation; GULFPORT MIDCON, LLC, a Delaware )  
limited liability company; and SCOOP ACQUISITION )  
COMPANY, LLC, a Delaware limited liability company; )

Defendants. )

**FILED IN DISTRICT COURT  
Grady County, Oklahoma**

**JUN - 2 2021**

**LISA HANNAH, Court Clerk  
Deputy**

Case No. **CV 2021-87**

**PETITION**

Plaintiffs, Ray H. Potts, Trustee of the Ray H. Potts Living Trust, dated June 15, 1998, and Patricia J. Potts, Trustee of the Patricia J. Potts Living Trust, dated April 3, 1991 (Ray H. Potts, Ray H. Potts Living Trust, Patricia J. Potts, and Patricia J. Potts Living Trust collectively "Potts."), for their claims for relief against Gulfport Energy Corporation; Gulfport MidCon, LLC; and SCOOP Acquisition Company, LLC, ("Gulfport" or "Defendants") state and allege as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Ray H. Potts is the Trustee of the Ray H. Potts ("RHP") Living Trust, dated June 15, 1998, an express trust created under the laws of the State of Oklahoma.
2. Plaintiff Patricia J. Potts ("PJP") is the Trustee of the Patricia J. Potts Living Trust, dated April 3, 1991, an express trust created under the laws of the State of Oklahoma.

3. Defendant Gulfport Energy Corporation (“Gulfport Energy”) is a Delaware limited liability company with its principal place of business in Oklahoma City, Oklahoma.

4. Defendant Gulfport MidCon, LLC (“Gulfport MidCon”) is a Delaware limited liability company with its principal place of business in Oklahoma City, Oklahoma.

5. Defendant SCOOP Acquisition Company, LLC (“SCOOP”) is a Delaware limited liability company with its principal place of business in Oklahoma City, Oklahoma.

**FACTS COMMON TO ALL CLAIMS FOR RELIEF**

6. In 1975 and 1978, Sarkeys, Inc. (“Sarkeys”) assigned Ray H. Potts and Patricia J. Potts, as joint tenants (not as tenants in common) with the right of survivorship, certain overriding royalty interests (collectively, the “Sarkeys ORRIs”) that burden certain oil and gas leases in seventeen governmental sections, all in Grady County, Oklahoma, and more particularly described as follows:

Sections 10, 14, 15, 16, 21, 22, 23, 25, 26, 27, 28, 34, 35, and 36, all in Township 4 North, Range 6 West, Grady County, Oklahoma, and Sections 1, 2, and 3, all in Township 3 North, Range 6 West, Grady County, Oklahoma.

(the “Subject Lands” or individually as a single section, *i.e.*, “Section 10,” “Section 14,” *etc.*).

7. In 1980, Hadson Petroleum Corporation (“Hadson”) assigned Potts certain overriding royalty interests (collectively, the “Hadson ORRIs”) that burden certain oil and gas leases covering portions of the Subject Lands.

8. Through *mesne* conveyances of record, the RHP and PJP trusts each own an undivided interest in and to the Sarkeys ORRIs and the Hadson ORRIs.

9. The Sarkeys ORRIs and the Hadson ORRIs are valid and subsisting due to production from certain oil and gas leases covering portions of the Subject Lands or lands spaced therewith.

### THE CHITWOOD PROSPECT

10. In November 1978 and again in 1979, Sarkeys assigned to Potts-Stephenson Exploration Company, a/k/a PSEC, Inc. (“PESC”), all of its right, title, interest, and estate in and to certain oil and gas leases covering portions of the Subject Lands.

11. In March 1979 and again in September 1979, Hadson assigned to PESC all its right, title, interest and estate in and to certain oil and gas leases covering portions of the Subject Lands but limited as to all depths below the stratigraphic equivalent of 50 feet below the base of the Boatwright Sand.

12. On April 27, 1979, through an Assignment of Oil and Gas Leases—Grady County, Oklahoma (the “PSEC-LPCX Assignment”), PSEC assigned to LPCX Corporation (“LPCX”); Resources Investment Corporation (“RIC”); Ray H. Potts; and Robert L. Stephenson, now deceased, all its right, title, interest, and estate in and to certain oil and gas leases, excluding overriding royalty interests it acquired from Sarkeys and Hadson, and other oil and gas leases acquired by PSEC covering the Subject Lands, in the following percentages:

<u>CHITWOOD PROSPECT EXCEPT SECTION 35</u>		<u>SECTION 35-4N-6W</u>	
LPCX Corporation	84%	LPCX Corporation	80%
Resources Investment Corporation	16%	Resources Investment Corporation	15%
		Ray H. Potts	2.5%
		Robert L. Stephenson	2.5%

13. On April 27, 1979, PSEC, LPCX, and RIC also entered into a Letter Agreement dated April 27, 1979 (the “Letter Agreement”).

14. The Letter Agreement created the Chitwood Prospect that includes and covers 16 of the 17 sections comprising the Subject Lands; Section 10 is *not* included in the Chitwood Prospect.

15. The PSEC-LPCX Assignment references, identifies, and incorporates by reference the Letter Agreement.

16. The PSEC-LPCX Assignment is made subject to all terms and conditions of the Letter Agreement.

17. The Letter Agreement also created an area of mutual interest, or "AMI," that covers the Subject Lands, excepting only Section 10.

18. Since execution on April 27, 1979, the Letter Agreement has been and remains in full force and effect.

19. The Letter Agreement provides in part as follows:

The provisions hereto shall extend to and bind the successors and assigns to the parties hereto.

20. Upon information and belief, one or more of Gulfport Energy, Gulfport MidCon, SCOOP (collectively referred to herein as "Gulfport") have individually and/or collectively acquired oil and gas leasehold interests in and to the Chitwood Prospect as successors-in-interest or assignees under the Letter Agreement.

21. The Letter Agreement provides in part as follows:

In the event that any of the parties hereto acquire any oil and gas leases or the rights to oil and gas leases in the mutual area of interest, the acquiring party shall offer said interest to the other parties hereto and these parties shall timely elect within 30 days to pay their proportionate percentage, as set forth herein, of the cost of such acquired lease or right to a lease and thereafter receive an appropriate assignment of title. Failure to timely elect to participate in any such lease purchase shall remove such party or parties from any and all claims of interest in such lease or leases.

22. The Letter Agreement also provides in part as follows:

In the event any party to this Agreement or their assigns commence a well in any section other than 35-4N-6W, occurring in this mutual area of interest then in such an event PSEC, Ray H. Potts, Robert L. Stephenson, their heirs, successors, and assigns on any and all such well or wells drilled in the area of interest. This 6% carried interest is proportionally reduced to the lease-hold estate owned by the parties or assigns of this agreement.

23. Plaintiffs herein are the successors to all interest in the Chitwood Prospect owned at the time of the 1979 Agreement by Ray H. Potts and PSEC, proportionately reduced to Ray H. Potts' interest in PSEC.

24. To date, Defendants have individually and/or collectively failed and/or refused to offer to Plaintiffs their proportionate share of its carried working interests in and to any subsequently acquired interests in the Chitwood Prospect.

25. To date, Defendants have individually and/or collectively failed and/or refused to credit, or incorrectly credited, Plaintiffs their proportionate share of its carried working interests in and to any subsequently acquired interests in the Chitwood Prospect.

26. The Letter Agreement also provides in part as follows:

As to Section 35-4N-6W where the aforescribed test well will be drilled; if said well, or any replacement test well, is completed as a commercial well then in such an event and at such time as LPCX Corporation and Resources Investment Corporation have recovered all of their lease cost, drilling completing, and operating cost, each party and/or its assigns will assign an undivided 25% of its interest in Section 35-4N-6W in equal shares to Robert L. Stephenson and Ray H. Potts, or their heirs, successors, or assigns, at no cost to the said Stephenson and Potts or their heirs, successors or assigns.

27. In Section 35, LPCX commenced operations on the Bray No. 1-35 Well — the “test well” contemplated under the Letter Agreement — on or before November 1, 1979.

28. Upon information and belief, the Bray No. 1-35 Well has “paid out” as defined under the Letter Agreement.

29. As to Section 35, through *mesne* conveyances of record, Gulfport is successors-in-interest to LCPX and RIC under the Letter Agreement.

30. Gulfport is the current operator of the Bray No. 1-35 Well in Section 35.

31. In Section 35, Plaintiffs are entitled to an assignment of an undivided 12.5% interest in and to the oil and gas leasehold from LCPX's and RIC's successors-in-interest or assigns, which, upon information and belief, is Gulfport.

32. Gulfport operates oil and gas wells producing hydrocarbons from the Chitwood Prospect.

33. Per an Assignment, Conveyance, and Bill of Sale dated effective September 1, 1996 and recorded in the office of the Grady County Clerk in Book 2924, Page 33, Ray Potts, the Ray Potts Living Trust, and various entities associated with Ray Potts assigned working interest in five sections in the Chitwood Prospect to ONEOK Resources Company, reserving unto themselves, "all surface, mineral, royalty, overriding royalty, production payment, net profits, and other similar interests." These interests are not at issue in this matter.

34. With the exception of an Assignment by Potts to ONEOK Resources Company, Potts and Stephenson acquired and divested of their various interests in the Chitwood Prospect in concert. Notwithstanding, the interests credited to Potts and Stephenson by Gulfport in the various wells it operates in the Chitwood Prospect are inconsistent and incorrect.

35. After Gulfport acquired an interest in the Chitwood Prospect in December 2017, Potts initiated contact with Gulfport regarding Plaintiffs' interest in certain wells in the Chitwood Prospect that were drilled and completed but for which Potts was not being credited accurately. Thereafter, Potts continued to inquire of Gulfport regarding Plaintiffs' interest in wells that Gulfport drilled in the Chitwood Prospect.

36. On April 4, 2019, Potts made a written demand to Gulfport for an accounting relating to twelve of the wells drilled and/or operated by Gulfport in the Chitwood Prospect. (See **Exhibit 2**.)

37. On April 16, 2019, Gulfport responded to Plaintiffs' written demand for an accounting by advising them that Gulfport planned to suspend payment of proceeds to Potts in wells operated

by Gulfport in the Chitwood Prospect, including the numerous wells in which Gulfport had been paying Potts for years. (See **Exhibit 3**.)

**FIRST CLAIM FOR RELIEF-QUIET TITLE**  
**(THE SARKEYS AND HADSON OVERRIDING ROYALTY INTERESTS)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

38. Through *mesne* conveyances of record, the RHP and PJP trusts each own separate undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs that burden certain oil and gas leases covering the Subject Lands.

39. Gulfport claims some right, title, interest or estate in and to certain oil and gas leases covering the Subject Lands.

40. Accordingly, Plaintiffs demand judgment from this Court and against Gulfport quieting title to their respective undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs.

**SECOND CLAIM FOR RELIEF—DECLARATORY JUDGMENT**  
**(THE SARKEYS AND HADSON OVERRIDING ROYALTY INTERESTS)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

41. To date, Gulfport does not recognize or credit, or incorrectly credit, Plaintiffs with an undivided interest in and to either, or both, the Sarkeys ORRIs and/or the Hadson ORRIs.

42. Because of this controversy, a declaratory judgment is both necessary and proper to set forth and determine the rights, obligations, and liabilities that exist among Plaintiffs, on the one

hand, and, on the other, Gulfport as to Plaintiffs undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs.

43. This Court maintains the jurisdiction and authority to declare the rights, obligations, and liabilities between Plaintiffs on one hand, and, on the other, Gulfport as to Plaintiffs undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs.

44. Accordingly, Plaintiffs demand a declaratory judgment from this Court, determining the rights, obligations, and liabilities that exist among Plaintiffs on one hand, and, on the other, Gulfport as to Plaintiffs undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs.

**THIRD CLAIM FOR RELIEF—VIOLATION OF THE OKLAHOMA PRODUCTION  
REVENUE STANDARDS ACT AT 52 O.S. §§ 570.1-15**  
**(THE SARKEYS AND HADSON OVERRIDING ROYALTY INTERESTS)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

45. Plaintiffs either individually and/or collectively own undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs that burden certain oil and gas leases covering the Subject Lands.

46. Under the Oklahoma Production Revenue Standards Act, 52 O.S. §§ 570.1-15 (the “PRSA”), Gulfport has a duty to properly pay proceeds to Plaintiffs attributable to the Plaintiffs respective undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs.

47. Under the PRSA, Plaintiffs are each entitled to a specific accounting of their proportionate share of proceeds from hydrocarbons produced oil and gas wells either drilled, completed, producing, and now operated by Gulfport, or acquired and now operated by Gulfport



within the Subject Lands, and attributable to their respective undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs.

**FOURTH CLAIM FOR RELIEF—QUIET TITLE**  
**(THE CHITWOOD PROSPECT)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

48. Under the Letter Agreement, Potts owns an undivided interest in and to subsequently acquired interests in and to the Chitwood Prospect Agreement, carried working interests in and to the Chitwood Prospect Agreement, carried working interests in and to the Chitwood Prospect, and an undivided interest in and to Section 35 after “pay out” on the Bray No. 1-35 Well.

49. Gulfport claims and/or assert some right, title, interest, or estate in and to the Chitwood Prospect adverse to Potts’ proportionate share of subsequently acquired interests in and to the Chitwood Prospect and carried working interests in and to the Chitwood Prospect.

50. Gulfport claims and/or asserts some right, title, interest, or estate in and to the Chitwood Prospect adverse to the Potts undivided interest in and to Section 35 after payout on the Bray No. 1-35 Well under the Letter Agreement.

51. Accordingly, Potts demands judgment from this Court against Gulfport quieting title in and to the Potts in and to any subsequently acquired interests in and to the Chitwood Prospect and carried working interests in and to the Chitwood Prospect.

52. Accordingly, Plaintiffs demand judgment from this Court against Gulfport as to an undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well.

**FIFTH CLAIM FOR RELIEF—DECLARATORY JUDGMENT**  
**(THE CHITWOOD PROSPECT)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

53. To date, Gulfport has not offered to Potts its proportionate share of subsequently acquired interests in and to the Chitwood Prospect.

54. To date, Gulfport does not recognize or credit, or incorrectly credit, Potts with carried working interests in and to the Chitwood Prospect.

55. To date, Gulfport has not assigned to Potts its undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well under the Letter Agreement.

56. Because of this controversy, a declaratory judgment is both necessary and proper to set forth and determine the rights, obligations, and liabilities that exist between Potts on the one hand, and, on the other, Gulfport as to Potts' proportionate share of subsequently acquired interests in and to the Chitwood Prospect and to carried working interests in and to the Chitwood Prospect.

57. Because of this controversy, a declaratory judgment is both necessary and proper to set forth and determine the rights, obligations, and liabilities that exist between Potts on the one hand, and, on the other, Gulfport as to an undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well.

58. This Court maintains the jurisdiction and authority to declare the rights, obligations, and liabilities between Potts on the one hand, and, on the other, Gulfport.

59. Accordingly, Plaintiffs demand a declaratory judgment from this Court, determining the rights, obligations, and liabilities that exist among between Potts on one hand, and, on the other,

Gulfport as to Potts' proportionate share of subsequently acquired interests in and to the Chitwood Prospect and to carried working interests in and to the Chitwood Prospect.

60. Accordingly, Plaintiff demands a declaratory judgment from this Court, determining the rights, obligations, and liabilities that exist among Potts on the one hand, and, on the other, Gulfport as to an undivided interests in and to the Section 35 after pay out on the Bray No. 1-35 Well under the Letter Agreement.

**SIXTH CLAIM FOR RELIEF—BREACH OF THE LETTER AGREEMENT**  
**(THE CHITWOOD PROSPECT)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

61. To date, Defendants have individually and/or collectively failed and/or refused to offer Potts the proportionate share of subsequently acquired interests in and to the Chitwood Prospect.

62. To date, Defendants have individually and/or collectively failed and/or refused to credit, or incorrectly credit, Potts' carried working interests in and to the Chitwood Prospect.

63. To date, Gulfport has failed and refused to assign Potts the undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well under the Letter Agreement.

64. To date, Defendants have materially breached and continue to breach the Letter Agreement.

65. Potts has performed all conditions precedent under the Letter Agreement.

66. As a result of Defendants' material breach of the Letter Agreement, Potts has sustained damages in excess of \$75,000.00, exclusive of interest and costs.

**SEVENTH CLAIM FOR RELIEF—SPECIFIC PERFORMANCE**  
**(THE CHITWOOD PROSPECT)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

67. To date, Defendants have individually and/or collectively failed and/or refused to offer Potts its proportionate share of subsequently acquired interests in and to the Chitwood Prospect.

68. To date, Defendants have individually and/or collectively failed and/or refused to credit, or incorrectly credited, Potts with or recognize Potts' carried working interests in and to the Chitwood Prospect.

69. To date, Gulfport has failed and/or refused to assign Potts its undivided interest in and to Section 35 after payout on the Bray 1-35 Well.

70. Accordingly, Potts demands that Defendants be ordered to specifically perform under the Letter Agreement.

71. In the alternative, if specific performance is not granted, Potts demands that Defendants be ordered to remit money damages to Potts for material breach of the Letter Agreement.

**EIGHTH CLAIM FOR RELIEF— VIOLATION OF THE OKLAHOMA PRODUCTION  
REVENUE STANDARDS ACT AT 52 O.S. §§ 570.1-15**  
**(THE CHITWOOD PROSPECT)**

Plaintiffs restate and reallege the foregoing allegations and incorporate the same by reference.

Plaintiffs further state and allege as follows:

72. Defendants have individually and/or collectively failed and/or refused to credit, or incorrectly credited, Potts with its carried working interests in and to the Chitwood Prospect.

73. Defendants' continuing failure or refusal to credit Potts with or recognize Potts' carried working interests in and to the Chitwood Prospect and resultant failure to remit to Potts its proportionate share of the working interest revenue produced from oil and gas wells either drilled, completed, produced, and now operated by Defendants (or any of them) within the Chitwood Prospect violates the PRSA.

74. Under the PRSA, Potts is entitled to a specific accounting of the working interest revenue attributable to its carried working interests in and to the oil and gas wells either drilled, completed, produced, and now operated by Defendants (or any of them) or acquired and now operated by Defendants (or any of them) within the Chitwood Prospect pursuant to the PRSA.

75. Under the PRSA, Potts is entitled to 12% interest per annum, compounded annually, on all oil, natural gas, and other hydrocarbon production proceeds attributable to Potts' carried working interests in and to the oil and gas wells either drilled, completed, and now operated by Defendants (or any of them) or acquired and now operated by Defendants (or any of them) within the Chitwood Prospect.

### **RELIEF REQUESTED**

WHEREFORE, Potts demands judgment against Gulfport Energy, Gulfport MidCon, and SCOOP as follows:

- a) An order quieting title in and to Potts as to their respective undivided interests in and to the Sarkeys ORRIs and the Hadson ORRIs that burden certain oil and gas leases covering the Subject Lands;
- b) An order determining and declaring the proper undivided interests in and to the Sarkeys ORRIs and the Hadson ORRIs owned by Potts;

c) An order that Gulfport has violated and continues to violate the PRSA, and, as a result, Potts is entitled, first, to a specific accounting of the overriding royalty interest revenue attributable to their respective undivided interests in and to the Sarkeys ORRIs and the Hadson ORRIs that burden certain oil and gas leases covering the Subject Lands, and, second, Potts is entitled to 12% per annum, compounded annually, on their proportionate share of overriding royalty interest revenue attributable to their respective undivided interest in and to the Sarkeys ORRIs and the Hadson ORRIs that burden certain oil and gas leases covering the Subject Lands;

d) An order quieting title in and to Potts of an undivided interest in and to any subsequently acquired interest in and to the Chitwood Prospect;

e) An order quieting title in and to Potts of carried working interests in and to the Chitwood Prospect;

f) An order quieting title in and to Potts of an undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well under the Letter Agreement;

g) An order determining and declaring the rights, obligations, and liabilities between Potts and Defendants as to Potts' proportionate share of subsequently acquired interests in and to the Chitwood Prospect;

h) An order determining and declaring the rights, obligations, and liabilities between Potts and Defendants as to the proper carried working interests owned by Potts in and to the Chitwood Prospect;

i) An order determining and declaring the rights, obligations, and liabilities between Potts and Gulfport as to Potts' undivided interests in and to Section 35 after pay out on the Bray 1-35 Well under the Letter Agreement;

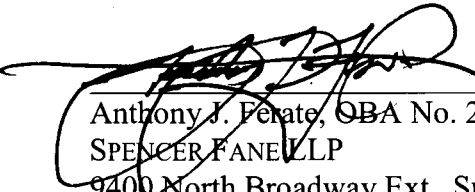
j) An order that defendants breached the terms and conditions of the Letter Agreement by, one, failing to offer to Potts its proportionate share of subsequently acquired interests in and to the Chitwood Prospect; two, failing to credit Potts with its carried working interests in and to Section 35 after pay out on the Bray No. 1-35 Well, and, as a result of the Defendants' breach of the Letter Agreement, Potts has sustained damages in excess of \$75,000.00, exclusive of interest and costs;

k) An order that Defendants specifically perform under the Letter Agreement, *i.e.*, assign and credit Potts with its proportionate share of subsequently acquired interests in and to the Chitwood Prospect, its carried working interest in and to the Chitwood Prospect, and its undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well, or, in the alternative, that Defendants be ordered to remit money damages to Potts for Defendants' material breach of the Letter Agreement in excess of \$75,000.00, exclusive of interest and costs;

l) An order that Defendants violated the PRSA, and, as a result, Potts is entitled to a specific accounting of the working interest revenue attributable to its carried working interest in and to the oil and gas wells either drilled, completed, and now operated by Defendants (or any of them) or acquired and now operated by Defendants (or any of them) within the Chitwood Prospect; and, two, Potts is entitled to 12% per annum, compounded annually, on its proportionate share of working interest revenue attributable to its carried working interests within the Chitwood Prospect and heretofore unpaid; and

m) The award of reasonable attorney's fees, costs, and such other relief that the Court deems equitable and just.

Respectfully submitted,



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Email: ajferate@spencerfane.com

and

Austin C. Evans, OBA No. 32915  
AUSTIN EVANS LAW  
2302 Frontage Road  
Kingfisher, Oklahoma 73750  
Telephone: (405) 375-5555  
Email: austin@austinevanslaw.com  
*Attorneys for Plaintiffs*

**ATTORNEY LIEN CLAIMED**



**IN THE DISTRICT COURT OF GRADY COUNTY  
STATE OF OKLAHOMA**

RAY H. POTTS, Individually and as trustee of the RAY H. )  
POTTS LIVING TRUST, dated June 15, 1998, an express )  
private trust created pursuant to the laws of the State of )  
Oklahoma; PATRICIA J. POTTS, Individually and as )  
trustee of the PATRICIA J. POTTS LIVING TRUST, dated )  
April 3, 1991, an express private trust created pursuant )  
to the laws of the State of Oklahoma, )

Plaintiffs, )

v. )

Case No. CW 2021-87

GULFPORT ENERGY CORPORATION, a Delaware business )  
corporation; GULFPORT MIDCON, LLC, a Delaware )  
limited liability company; and SCOOP ACQUISITION )  
COMPANY, LLC, a Delaware limited liability company; )

Defendants. )

**SUMMONS**

**TO THE ABOVE-NAMED DEFENDANT:**

**Gulfport Energy Corporation  
Registered Agent: The Corporation Company  
1833 South Morgan Road  
Oklahoma City, Oklahoma 73128**

YOU HAVE BEEN SUED by the above-named Plaintiffs, and you are directed to file a written answer to the Petition in the court at the above address within twenty (20) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your answer must be delivered or mailed to the attorney for the Plaintiffs. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

ISSUED this 2 day of June, 2021.

**LISA HANNAH**

GRADY COUNTY COURT CLERK

By: *SimBach*  
Deputy

(SEAL)

Anthony J. Ferate, OBA No. 21171  
SPENCER FANE LLP  
9400 North Broadway Extension, Suite 600  
Oklahoma City, Oklahoma 73114  
Telephone: (405) 844-9900  
Facsimile: (405) 844-9958  
Email: ajferate@spencerfane.com  
**Attorney for Plaintiffs**  
**JURY TRIAL DEMANDED**

This Summons was served by \_\_\_\_\_ on \_\_\_\_\_  
(Signature of person serving Summons) (Date)

**YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME STATED IN THIS SUMMONS.**

IN THE DISTRICT COURT OF GRADY COUNTY  
STATE OF OKLAHOMA

RAY H. POTTS, Individually and as trustee of the RAY H. )  
POTTS LIVING TRUST, dated June 15, 1998, an express )  
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Plaintiffs, )

v. )

Case No. CV 2021-87

GULFPORT ENERGY CORPORATION, a Delaware business )  
corporation; GULFPORT MIDCON, LLC, a Delaware )  
limited liability company; and SCOOP ACQUISITION )  
COMPANY, LLC, a Delaware limited liability company; )

Defendants. )

SUMMONS

TO THE ABOVE-NAMED DEFENDANT:

Gulfport Midcon, LLC  
Registered Agent: Corporation Service Company  
10300 Greenbriar Place  
Oklahoma City, Oklahoma 73159

YOU HAVE BEEN SUED by the above-named Plaintiffs, and you are directed to file a written answer to the Petition in the court at the above address within twenty (20) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your answer must be delivered or mailed to the attorney for the Plaintiffs. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

ISSUED this 2 day of June, 2021.

LISA HANNAH

GRADY COUNTY COURT CLERK

(SEAL)

By: \_\_\_\_\_

Deputy

Anthony J. Ferate, OBA No. 21171  
SPENCER FANE LLP  
9400 North Broadway Extension, Suite 600  
Oklahoma City, Oklahoma 73114  
Telephone: (405) 844-9900  
Facsimile: (405) 844-9958  
Email: ajferate@spencerfane.com  
Attorney for Plaintiffs  
JURY TRIAL DEMANDED

This Summons was served by \_\_\_\_\_ on \_\_\_\_\_  
(Signature of person serving Summons) (Date)

**YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME STATED IN THIS SUMMONS.**



This Summons was served by \_\_\_\_\_ on \_\_\_\_\_  
(Signature of person serving Summons) (Date)

**YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME STATED IN THIS SUMMONS.**

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STATE OF OKLAHOMA

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to the laws of the State of Oklahoma, )

Plaintiffs, )

v. )

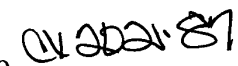
GULFPORT ENERGY CORPORATION, a Delaware business )  
corporation; GULFPORT MIDCON, LLC, a Delaware )  
limited liability company; and SCOOP ACQUISITION )  
COMPANY, LLC, a Delaware limited liability company; )

Defendants. )

FILED IN DISTRICT COURT  
Grady County, Oklahoma

JUN - 2 2021

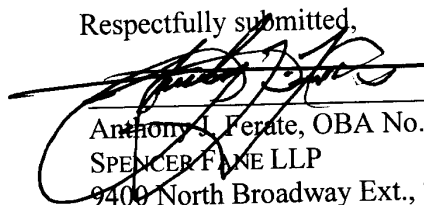
LISA HANNAH, Court Clerk  
By:  Deputy

Case No. 

ENTRY OF APPEARANCE

Anthony J. Ferate of Spencer Fane LLP, hereby enters his appearance on behalf of Plaintiffs, Ray H. Potts, Individually and as trustee of the Ray H. Potts Living Trust, dated June 15, 1998, an express private trust created pursuant to the laws of the State of Oklahoma; and Patricia J. Potts, Individually and as trustee of the Patricia J. Potts Living Trust, dated April 3, 1991, an express private trust created pursuant to the laws of the State of Oklahoma, in the above referenced matter.

Respectfully submitted,



Anthony J. Ferate, OBA No. 21171  
SPENCER FANE LLP  
9400 North Broadway Ext., Suite 600  
Oklahoma City, Oklahoma 73114  
Telephone: (405) 844-9900  
Email: ajferate@spencerfane.com  
*Attorney for Plaintiffs*

**IN THE DISTRICT COURT OF GRADY COUNTY  
STATE OF OKLAHOMA**

RAY H. POTTS, Individually and as trustee of the RAY H. )  
POTTS LIVING TRUST, dated June 15, 1998, an express )  
private trust created pursuant to the laws of the State of )  
Oklahoma; PATRICIA J. POTTS, Individually and as )  
trustee of the PATRICIA J. POTTS LIVING TRUST, dated )  
April 3, 1991, an express private trust created pursuant )  
to the laws of the State of Oklahoma, )

Plaintiffs, )


v. )

GULFPORT ENERGY CORPORATION, a Delaware business )  
corporation; GULFPORT MIDCON, LLC, a Delaware )  
limited liability company; and SCOOP ACQUISITION )  
COMPANY, LLC, a Delaware limited liability company; )

Defendants. )

FILED IN DISTRICT COURT  
Grady County, Oklahoma

JUN - 2 2021

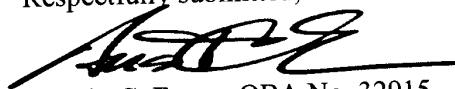
LISA HANNAH, Court Clerk  
By  Deputy

Case No. CY 2021-87

**ENTRY OF APPEARANCE**

Austin C. Evans of Austin Evans Law, LLC, hereby enters his appearance on behalf of Plaintiffs, Ray H. Potts, Individually and as trustee of the Ray H. Potts Living Trust, dated June 15, 1998, an express private trust created pursuant to the laws of the State of Oklahoma; and Patricia J. Potts, Individually and as trustee of the Patricia J. Potts Living Trust, dated April 3, 1991, an express private trust created pursuant to the laws of the State of Oklahoma, in the above referenced matter.

Respectfully submitted,



Austin C. Evans, OBA No. 32915  
AUSTIN EVANS LAW, LLC  
2302 Frontage Road  
Kingfisher, Oklahoma 73750  
Telephone: (405) 375-5555  
Email: austin@austinevanslaw.com  
*Attorney for Plaintiffs*





OKLAHOMA  
State Courts Network

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## IN THE DISTRICT COURT IN AND FOR GRADY COUNTY, OKLAHOMA

THE APPLICATION OF: PATRICIA J. POTTS, ET. AL., CIVIL MISCELLANEOUS	<b>No. CV-2021-00087</b> <b>(Civil Misc.: QUIET TITLE (ALL OTHER))</b>  Filed: 06/02/2021  Judge: KIRKLAND, KORY S.
--	--

## PARTIES

GULFPORT ENERGY CORP., Defendant  
POTTS, RAY H., Plaintiff  
GULFPORT MIDCON, LLC, Defendant  
POTTS, PATRICIA J., Plaintiff  
SCOOP ACQUISITION CO. LLC, Defendant

## ATTORNEYS

### Attorney

FERATE, ANTHONY J.  
SPENCER FANE LLP  
9400 N. BROADWAY EXT., STE 600  
OKLAHOMA CITY , OK 73114

### Represented Parties

EVANS, AUSTIN C.  
AUSTIN EVANS LAW, LLC  
2302 FRONTAGE ROAD  
KINGFISHER , OK 73750

## EVENTS













None

## ISSUES

1. QUIET TITLE (ALL OTHER)

**EXHIBIT: 007**

**DOCKET**

Date	Code	Description	Count	Party	Amount
06-02-2021		PETITION Document Available (#CC21060200000256)  TIFF  PDF			\$ 85.00
		LAW LIBRARY			\$ 6.00
		DISPUTE MEDIATION			\$ 7.00
		OKLAHOMA COURT INFORMATION SYSTEM FEE - EFFECTIVE 07/01/04			\$ 25.00
		LENGTHY TRIAL FUND - EFFECTIVE 1-1-2005			\$ 10.00
		OK COURT APPOINTED SPECIAL ADVOCATES			\$ 5.00
		10% OF CASA TO COURT CLERK REVOLVING FUND			\$ 0.50
		OK COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND			\$ 1.55
		10% OF COJC TO COURT CLERK REVOLVING FUND			\$ 0.16
		COURTHOUSE SECURITY FEE			\$ 10.00
		10% OF CHSC TO COURT CLERK REVOLVING FUND			\$ 1.00
		STATE JUDICIAL REV. FUND INTERPRETER & TRANSLATOR SERVICES			\$ 0.45
		15% TO DISTRICT COURT REVOLVING FUND			\$ 2.48
		COURT CLERK PRESERVATION FUND			\$ 10.00
06-02-2021		SUMMONS FEE TO ISSUE - GULFPORT ENERGY Document Available (#CC21060200000246)  TIFF  PDF			\$ 10.00
06-02-2021		SUMMONS FEE TO ISSUE - GOLFPORT MIDCON Document Available (#CC21060200000248)  TIFF  PDF			\$ 10.00
06-02-2021		SUMMONS FEE TO ISSUE - SCOOP ACQUISITION CO Document Available (#CC21060200000250)  TIFF  PDF			\$ 10.00
06-02-2021		ENTRY OF APPEARANCE Document Available (#CC21060200000274)  TIFF  PDF			
06-02-2021		ENTRY OF APPEARANCE Document Available (#CC21060200000276)  TIFF  PDF			

**Exhibit B**

**Notification of Removal to the United States  
Bankruptcy Court for the Western District of Oklahoma**

**IN THE DISTRICT COURT OF GRADY COUNTY  
STATE OF OKLAHOMA**

FILED IN DISTRICT COURT  
Grady County, Oklahoma

JUN 23 2021

LISA HANNAH, Court Clerk  
By Deputy

RAY H. POTTS, individually and as trustee of the RAY H. POTTS LIVING TRUST, dated June 15, 1998, an express private trust created pursuant to the laws of the State of Oklahoma, PATRICIA J. POTTS, individually and as trustee of the PATRICIA J. POTTS LIVING TRUST, dated April 3, 1991, an express private trust created pursuant to the laws of the state of Oklahoma

Case No. CV-2020-087

*Plaintiffs,*

v.

GULFPORT ENERGY CORPORATION, a Delaware business corporation;  
GULFPORT MIDCON, LLC, a Delaware limited liability company; SCOOP ACQUISITION COMPANY, LLC, a Delaware limited liability company,

*Defendants.*

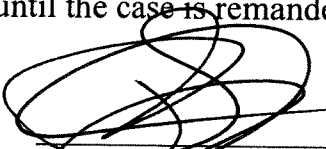
**NOTIFICATION OF REMOVAL TO THE UNITED STATES BANKRUPTCY  
COURT FOR THE WESTERN DISTRICT OF OKLAHOMA**

PLEASE TAKE NOTICE that Gulfport Energy Corporation, Gulfport MidCon LLC, and SCOOP Acquisition Company, LLC, (collectively, "Defendants" or "Gulfport") in the above-referenced action, on this date filed a Notice of Removal with the United States Bankruptcy Court for the Western District of Oklahoma, effecting removal of this case from the District Court of Grady County, State of Oklahoma to the United States

Bankruptcy Court for the Western District of Oklahoma. Pursuant to 28 U.S.C. § 1446(d), a true and exact copy of the Notice of Removal is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that Gulfport's Notice of Removal has been filed in accordance with 28 U.S.C. § 1452(a) and Federal Rules of Bankruptcy Procedures 9027. The District Court of Grady County, State of Oklahoma shall proceed no further with the above captioned case unless and until the case is remanded.

Dated: June 22, 2021



Ross A. Plourde (OBA #7193)  
Tim J. Bomhoff (OBA #13172)  
McAfee & Taft A Professional  
Corporation  
8<sup>th</sup> Floor Two Leadership Square,  
211 N. Robinson Avenue  
Oklahoma City, OK 73105  
Telephone: (405) 235-9621  
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ross.plourde@mcafeetaft.com  
tim.bomhoff@mcafeetaft.com

-and-

Daniel T. Donovan, P.C.  
Bridget K. O'Connor, P.C.  
Alexandra I. Russell  
Kirkland & Ellis LLP  
1301 Pennsylvania Avenue, N.W.  
Washington, D.C., 20004  
Tel. (202) 389-5200  
Daniel.donovan@kirkland.com  
bridget.oconnor@kirkland.com  
Alexandra.russell@kirkland.com  
**ATTORNEYS FOR DEFENDANTS GULFPORT  
ENERGY CORPORATION, GULFPORT  
MIDCON L.L.C., AND SCOOP ACQUISITION  
COMPANY, L.L.C.**

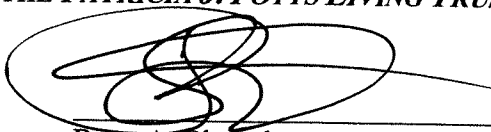
**CERTIFICATE OF SERVICE**

I hereby certify that on June 22, 2021, I caused a true and correct copy of the foregoing document to be served via U.S. First Class Mail, postage prepaid upon the following:

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***ATTORNEYS FOR PLAINTIFF, RAY H. POTTS, INDIVIDUALLY AND AS TRUSTEE OF  
THE RAY H. POTTS LIVING TRUST AND THE PATRICIA J. POTTS LIVING TRUST***

  
\_\_\_\_\_  
Ross A. Plourde

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF OKLAHOMA**

RAY H. POTTS, individually and as trustee of the RAY H. POTTS LIVING TRUST, dated June 15, 1998, an express private trust created pursuant to the laws of the State of Oklahoma, PATRICIA J. POTTS, individually and as trustee of the PATRICIA J. POTTS LIVING TRUST, dated April 3, 1991, an express private trust created pursuant to the laws of the state of Oklahoma

*Plaintiffs,*

v.

GULFPORT ENERGY CORPORATION, a Delaware business corporation;  
GULFPORT MIDCON, LLC, a Delaware limited liability company; SCOOP ACQUISITION COMPANY, LLC, a Delaware limited liability company,

*Defendants.*

Case No. \_\_\_\_\_

**NOTICE OF REMOVAL**

Defendants Gulfport Energy Corporation, Gulfport MidCon L.L.C., and SCOOP Acquisition Company, L.L.C., (collectively, the “Debtors” or “Gulfport”) file this Notice of Removal from the District Court of Grady County, State of Oklahoma to the United States Bankruptcy Court for the Western District of Oklahoma (the “Court”) pursuant to 28 U.S.C. § 1452(a), Federal Rule of Bankruptcy Procedure 9027, and rule 81.3 of the Local Court Rules of the United States District Court for the Western District of Oklahoma



(the “Local Rules”). Under the Local Rules, this pleading is filed with the bankruptcy clerk.

## **I. BACKGROUND**

1. Plaintiff Ray H. Potts is the Trustee of the Ray H. Potts (“RHP”) Living Trust, an express trust created under the laws of the State of Oklahoma in June 1998.

Compl. ¶ 1.

2. Plaintiff Patricia J. Potts (“PJP”) is the Trustee of the Patricia J. Potts Living Trust, an express trust created under the laws of the State of Oklahoma in April 1991.

Compl. ¶ 2.

3. Defendants Gulfport Energy Corporation (“Gulfport Energy”) and Gulfport MidCon, LLC (“Gulfport MidCon”) are Delaware limited liability companies with principal places of business in Oklahoma City, Oklahoma. Compl. ¶¶ 3–4.

4. Defendant SCOOP Acquisition Company, LLC (“SCOOP”), the predecessor to Gulfport MidCon, was a wholly owned subsidiary of Gulfport Energy.

5. On November 13, 2020 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). The Debtors’ chapter 11 cases are being jointly administered under Case No. 20-35562 (collectively, the “Gulfport Bankruptcy”).



6. Plaintiffs filed proofs of claim in the Gulfport Bankruptcy [Claim Nos. 1117 and 1120] (the “Proofs of Claim”).<sup>1</sup>

7. On March 12, 2021, Plaintiffs filed the *Motion (I) to Authorize Revenue Compliance Auditor to Examine the Debtors’ Books and Records, (II) to Compel Payment of Undisputed Overriding Royalty Interest, and (III) for Related Relief and Brief in Support* [Docket No. 920] (the “Audit Request Motion”). The Debtors and Plaintiffs consensually resolved the Audit Request Motion pursuant to the Joint Stipulation.

8. On March 29, 2021, Plaintiffs filed *Ray and Patricia Potts’ Limited Objection to the Debtors’ (1) Joints Chapter 11 Plan of Reorganization and (2) Notice of Supplement* [Docket No. 1029] (the “Plan Objection”). The Debtors and Plaintiffs resolved the Plan Objection through the inclusion of certain language in the Confirmation Order (as defined below). *See* Confirmation Order, ¶ 92.

9. On April 15, 2021, the Debtors filed the *Amended Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and its Debtor Subsidiaries* [Docket No. 1171] (the “Plan”). On April 27, 2021, the Court signed an order confirming the Plan [Docket No. 1262] (the “Confirmation Order”). The Plan became effective on May 17, 2021 (the “Effective Date”), and the Debtors emerged from chapter 11. *See Notice of (A) Entry of Order (I) Confirming the Joint Chapter 11 Plan of Reorganization*

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<sup>1</sup> The Plaintiffs withdrew the Proofs of Claim, pursuant to the *Joint Stipulation and Agreed Order By and Among the Debtors and Potts Regarding Potts’ Motion (I) to Authorize Revenue Compliance Auditor to Examine the Debtors’ Books and Records, (II) to Compel Payment of Undisputed Overriding Royalty Interest, and (III) for Related Relief and Brief in Support* [Docket No. 1418] (the “Joint Stipulation”). .

*of Gulfport Energy Corporation and its Debtor Subsidiaries and (II) Granting Related Relief, and (B) Occurrence of Effective Date [Docket No. 1393].*

10. Plaintiffs brought suit against Gulfport on June 2, 2021 in the District Court of Grady County, Oklahoma (the “State Court Action”), alleging facts as follows:

a) In 1975 and 1978, Sarkeys, Inc. (“Sarkeys”) assigned Robert L. Stephenson and Norma L. Stephenson as joint tenants, with the right of survivorship, certain overriding royalty interests (collectively, the “Sarkeys ORRIs”) that concern certain oil and gas leases for land (the “Subject Lands”) in Grady County, Oklahoma. Compl. ¶ 6.

b) The Subject Lands are located in Grady County and can be described as including:

Sections 10, 14, 15, 16, 21, 22, 23, 25, 26, 27, 28, 34, 35, and 36, all in Township 4 North, Range 6 West, Grady County, Oklahoma, and Sections 1, 2, and 3, all in Township 3 North, Range 6 West, Grady County, Oklahoma.

Compl. ¶ 6.

c) In 1980, Hadson Petroleum Corporation (“Hadson”) assigned to Robert L. Stephenson and Norma E. Stephenson, as joint tenants, with the right of survivorship, certain overriding royalty interests (collectively, the “Hadson ORRIs”) that burden certain oil and gas leases covering portions of the same Subject Lands. Compl. ¶ 7.

- d) In 1978 and 1979, Sarkeys assigned its interest in the Subject Lands to Potts-Stephenson Exploration Company (“PSEC”). Compl. ¶ 10.
- e) Also in 1979, Hadson assigned PSEC its rights in the Subject Lands, but limited as to all depths below the stratigraphic equivalent of 50 feet below the base of Boatwright Sand. Compl. ¶ 11.
- f) In April 1979, PSEC executed the “PSEC-LPCX Assignment,” which assigned to LPCX Corporation (“LPCX”), Resources Investment Corporation (“RIC”), Ray H. Potts, and Robert L. Stephenson certain rights in leases acquired from Sarkeys. Compl. ¶ 12.
- g) At the same time, PSEC, LPCX, and RIC entered into a Letter Agreement (the “Letter Agreement”), which created the “Chitwood Prospect.” The Chitwood Prospect comprised 16 of the 17 sections of the Subject Lands. Only Section 10 was not included in the Chitwood Prospect. Compl. ¶¶ 13-14.
- h) The Letter Agreement created an area of mutual interest, or “AMI” that covered the Subject Lands, excepting Section 10, and contains a provision binding the parties’ successors and assignees. Compl. ¶ 17.

11. Plaintiffs allege that “upon information and belief, one or more of Gulfport Energy, Gulfport MidCon, and SCOOP . . . have individually and/or collectively acquired oil and gas leasehold interests in and to the Chitwood Prospect as successors-in-interest or assignees under the Letter Agreement.” Compl. ¶ 20.

12. They further allege that “to date, Defendants have individually and/or collectively failed and/or refused to credit, or incorrectly credited, Plaintiffs their proportionate share of its carried working interests in and to the Chitwood Prospect.” Compl. ¶ 24.

13. Plaintiffs seek various forms of relief, including the following: (a) a judgment “quieting title to [the] respective undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs” (Compl. ¶ 30); (b) a declaratory judgment “determining the rights, obligations, and liabilities that exist among the Trusts on the one hand, and, on the other, Gulfport Energy, Gulfport MidCon, and SCOOP as to the Trusts’ undivided interests in and to the Sarkeys ORRIs and/or the Hadson ORRIs” (Compl. ¶ 44); (c) a finding of a violation of the PRSA (Compl. ¶¶ 45-47, 72-75); (d) “quieting title in and to the Potts in and to any subsequently acquired interests in and to the Chitwood Prospect and carried working interests in and to the Chitwood Prospect” (Compl. ¶ 51); (e) a “declaratory judgment from this Court determining the rights, obligations, and liabilities that exist between Potts on the one hand, and, on the other, on the other, Gulfport as to an undivided interest in and to Section 35 after pay out on the Bray No. 1-35 Well.” (Compl. ¶ 57); (f) “damages in excess of \$ 75,000 (Comp. ¶ 66); and (g) an order that “Defendants be ordered to specifically perform under the Letter Agreement” (Compl. ¶ 70).

## **II. THE BANKRUPTCY COURT’S JURISDICTION AND BASIS FOR REMOVAL**

14. Section 1452 allows defendants to “remove any claim or cause of action . . . to the district court for the district where such civil action is pending, if such district court

has jurisdiction of such claim or cause of action under section 1334 of this title.” 28 U.S.C. § 1452(a). Section 1334 grants this Court original jurisdiction over all civil proceedings “related to cases under title 11.” 28 U.S.C. § 1334(b).

15. The Plan provides as follows:

Notwithstanding anything in the Plan to the contrary, all of the Royalty and Working Interests and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, pursuant to section 365(a) of the Bankruptcy Code, the Debtors shall be deemed to have assumed all agreements, documents, and instruments related thereto . . . Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ assumption of all such Royalty and Working Interests and related agreements, documents, and instruments. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any obligations assumed by the foregoing assumption of the Royalty and Working Interest obligations, and each such obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan[.]

Plan, Art. V.J.

16. The agreements at issue in this case are therefore considered to be Executory Contracts and/or Unexpired Lease(s) (both as defined in the Plan) for purposes of the Plan.

17. Further, the Plan and Confirmation Order contain standard language regarding the Bankruptcy Court’s retention of “exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases.” *See* Confirmation Order, ¶ 103; Plan, Art. XII. The Plan specifies that the Bankruptcy Court shall retain exclusive jurisdiction to “allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest” and to “resolve any

matters related to . . . any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed.” *See* Plan, Art. XII.

18. Additionally, Plaintiffs have availed themselves of the Bankruptcy Court jurisdiction by filing the Plan Objection, the Audit Request Motion, and the Proofs of Claims.

19. Removal is permitted under 28 U.S.C. § 1452(a) because this Court has jurisdiction over the claims asserted in the Removed Action pursuant to 28 U.S.C. § 1334(b) and the Local Rules.

20. Removal is timely pursuant to Federal Rule of Bankruptcy Procedure 9027(a)(2) and the Bankruptcy Court’s *Order (I) Further Extending the Time Within Which the Debtors May Remove Actions and (II) Granting Related Relief* [Docket No. 1480], which extended the period within which the Debtors may seek removal of actions such as the State Court Action to December 8, 2021.

21. Venue is proper in the Western District of Oklahoma under 28 U.S.C. § 1452(a) because the Oklahoma state court where the Removed Action is pending is located in this district.

22. A Notification of Removal to the United States Bankruptcy Court for the Western District of Oklahoma has been filed, or will be filed as soon as possible, with the United States Bankruptcy Court for the Southern District of Texas and the Clerk of Court for Grady County, State of Oklahoma.

### **III. COMPLIANCE WITH RULE 9027**

23. Bankruptcy Rule 9027(a)(1) requires that this Notice of Removal “contain a statement that upon removal of the claim or cause of action the party filing the notice does or does not consent to the entry of final orders or judgment by the bankruptcy court.” The Debtors respectfully state that they consent to the entry of final orders or judgments by the Bankruptcy Court.

24. 28 U.S.C. § 1446(a) further requires that this Notice of Removal include “a copy of all process, pleadings, orders served upon such defendant or defendants.” Local Rule 81.2 also requires “a copy of the state court docket sheet.” Attached hereto as **Exhibit 1-7** are copies of all such papers.

Dated: June 22, 2021

/s/ Ross A. Plourde

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L.L.C.**



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/s/ Ross A. Plourde

Ross A. Plourde

**POTTS, et al., v. GULFPORT ENERGY CORP. et al.**  
**NOTICE OF REMOVAL**  
**EXHIBIT INDEX**

01. Petition CV-21-87 with Exhibit Index.pdf
02. Summons Gulfport Energy Corp..pdf
03. Summons Gulfport Midcon.pdf
04. Summons Scoop Acqu. Co. LLC.pdf
05. EOA A. Ferate for Plfs.pdf
06. EOA A. Evans for Plfs.pdf
07. Grady Co Dist. Court Docket CV-2021-00087.pdf