

United States Courts
Southern District of Texas
FILED

AUG 04 2021

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

IN RE:)	CHAPTER 11	Nathan Ochsner, Clerk of Court
)		
CALIFORNIA RESOURCES CORPORATION,)		
et al.,)		
)	Case No. 20-33568 (DRJ)	
DEBTORS)		
)		
CALIFORNIA RESOURCES CORPORATION, et al))	(Jointly Administered)	
)		
)		
)		
v.)	Adversary No. _____	
)		
TRIKA SPREWELL)		
)		
)		
DEFENDANTS.)		

**DEFENDANT'S ORIGINAL COMPLAINT FOR DECLARATORY RELIEF,
BREACH OF CONTRACT, AND TURNOVER**

Trika Itaska Sprewell is the Creditor within this case. Trika Sprewell is the current owner of the Interest within the governing mineral lease for the Wilmington Fault Block V Ranger Zone Wells, within Tract 277, in the City of Long Beach, California. Trika Sprewell is the successor of 100 Percent of the Butler Estates Interest. The Butler Estate consist of and holds ownership to the interest within the Subsurface Oil and Gas Lease by and between Mamie Butler and Continental Northern Corporation. The governing lease is known as follows: October 22, 1963 Continental Northern Subsurface Oil and Gas Lease No.4 Ms. Sprewell is the owner of the following real property: 1752 Henderson Ave. Long Beach, California 90813. On behalf of myself Trika Sprewell the ("Defendant"), files this Original Complaint against the ("Plaintiff") California Resources Corporation, et al., also know as CRC within this case. California Resources Corporation is the Reorganized Debtor within this case. Trika Itaska Sprewell is the (Defendant), and in support is respectfully self-represented within this case.

¹ The Reorganized Debtors in these chapter 11 cases are: California Resources Corporation. (0947); CRC Services, LLC (6989). The Reorganized Debtors' corporate headquarters is located at 27200 Tourney Road, Suite 200, Santa Clarita, C.A. 91355.

I.

PARTIES AND SERVICE

1. Plaintiff is California Resources Corporation the Reorganized Debtor's, corporate headquarters is located at 27200 Tourney Road, Suite 200, Santa Clarita, California 91355.

2. The Plaintiff California Resources Corporation et. al., and all of its affiliates are jointly administered.

3. Trika Sprewell is the Defendant in this case. The Defendant is a Priority Secured Creditor in this case. Trika Sprewell is the Heirs and sole successor of the Butler Estate. And the owner of the real property with a location of 1752 Henderson Ave., in the City of Long Beach, County of Los Angeles, 90813. The Defendants address is 401 East 95th Street, Los Angeles, California, 90003. Phone Number (602)559-7961.

II. JURISDICTION AND VENUE

4. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 151 because this is a proceeding arising in or related to the above-captioned jointly administered bankruptcy cases under Chapter 11, Title 11 of the United States Code (the "Bankruptcy Code"). As required by Rule 7008(a) of the Federal Rules of Bankruptcy Procedure (the "Rules"), the Defendant submits that this is a core proceeding within the meaning of 28 U.S.C. § 157(b). Additionally, this Court has determined that it has authority to hear this matter, as set forth in the transcript of the Defendants Original Complaint for Declaratory Relief, and Turnover.

5. The Debtors Plan expressly provide that this Court retains exclusive jurisdiction over the claims arising herein. (“Retention Of Jurisdiction”) 28 U.S.C. §1334.”).

6. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and Rule 7001-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Local Rules”).

7. To the extent necessary, the Defendant consents to the entry of final orders or judgment in this adversary proceeding by the United States Bankruptcy Judge. The Defendant consented to the jurisdiction and Constitutional authority of this Court by filing proofs of claim and by otherwise participating in the administration of these bankruptcy cases. *See e.g. TSA Stores, Inc. v. MJ Soffe, LLC*

8. The statutory bases for the relief requested are sections 11 U.S.C Section 105; 11 U.S. Code section 362 - Automatic stay; 28 U.S.C. Section 2201 (2020) (the “Declaratory Judgment Act”), Rules 7001 Scope of Rules of Part VII and the Local Rules.

9. The Following Laws Apply Herein: Texas Business Commerce Code Section 9.343; Texas Business Commerce Code: Under Article 9 Section 9.343; 11 U.S.C Section 507(a)(8)(G);

11 U.S.C Section 507 (a)(8); 2007 California Commercial Code Chapter 3. Perfection And Priority: 9301 -9342, Section 9309.13; 11 U.S. Code Section 542 Turnover of Property and Section 541 Property of the estate.

10. Overriding Royalty Interest (ORRI) A percentage share of production, or value driven from production, which is free of all cost of drilling and producing, is created by the lessee or working interest owner and paid by the lessee or working interest owner.

An assignment of overriding royalty interest is the right to receive revenue from the production of oil and gas from a well. The overriding royalty is carved out of the lessee's (operator's) working interest and entitles its owner to a fraction of production.

III.

BACKGROUND

The Claim of Mamie Butler's Working Interest

11. On July 15, 2020 California Resources Corporation et al., a debtor in the above-captioned bankruptcy cases, and its affiliates (together with affiliated debtors, the “Debtors”) filed a voluntary petitions for relief in this Court under chapter 11 of the Bankruptcy Code.

12. Continental Northern Subsurface Oil and Gas Lease No.4 is by and between Mamie Butler and Continental Northern Corporation. With a date of October 22, 1963.

13. The Continental Northern Subsurface Oil and Gas Lease No.4 is the current governing mineral lease. The leased land is described as follows: Lot 10 in Block 3 of Messenger Tract, in the City of Long Beach, Los Angeles County, in the State of California. This Subsurface Lease includes a price to be paid to the mineral rights owner for the minerals to be extracted, and a set of circumstances under which those minerals are to be extracted.

14. Mamie Butler was the owner of real property with a location of 1752 Henderson Ave. Long Beach, California 90813.

15. Mamie Butler passed away on 4/02/1977, under intestacy statutes.

16. Itaska Jones was the sole intestate heir of decedent Mamie Butler.

17. Mamie Butler conveyed a 50% interest in the Long Beach property to Itaska Jones.

18. Itaska Jones Executed an IV Trust Naming Trika Sprewell as sole beneficiary.

19. Trika Sprewell filed a petition for Probate with the Los Angeles Superior Court of California December 2016 and Letters was issued 2/14/2017.

20. Trika Sprewell executed an administrator's Deed conveying said interest to herself.

21. Trika Sprewell inventoried 100% of the interest in the Long Beach property.

22. Trika Sprewell Petitioned for Termination and Discharge, based on the fact the property was held in a Trust. (Found under Bankruptcy Proof of Claim oo4 - Page 37-42)

23. The Probate Court Attorney examined all Deed on file for the Henderson Property.

24. After the examination of the Henderson property, the Los Angeles Superior Court of California, Granted the petition for termination and discharge allowing Ms. Sprewell to remain the owner.

25. Trika Sprewell recorded and filed the Grant Deed and a Quitclaim Subsurface Oil & Gas Mineral Deed and Assignment of Lease with the Los Angeles County Registrar- Recorder County Office. A copy was also filed with the Superior Court of California, City of Long Beach, Governor George Deukmejian Courthouse.

26. Trika Sprewell filed an Unlawful Detainer against Juana Flores, within the Superior Court of California, City of Long Beach, Governor George Deukmejian Courthouse.

27. A Default Judgment was entered by the Court for Trika Sprewell against Juana Flores on the Complaint filed by Trika Sprewell on 01/19/2021 for past rent due in the amount of \$38,560.24 and costs of \$4,000 for a total of \$42,560.24. (This is attached as "Exhibit 1. Default of Juana Flores")
(The Grant Deed is attached to the Objection of Ms. Sprewell "Exhibit E-1,Pg 46 - 49"), (The Quitclaim Oil and Gas lease is attached to the Bankruptcy Proof of Claims "Exhibit C-1, Pg.15 of 45")

The Continental Northern Subsurface Oil & Gas Lease N0.4 Specified Terms & Conditions

28. **Clause 27.**

The royalties accruing hereunder to the lessor of any specific parcel of land shall be appurtenant to such parcel and a conveyance of such parcel shall, unless otherwise provided therein, carry also the interest of the grantor accruing under this lease, in and to the royalty so appurtenant, irrespective of whether the oil or gas on which royalties is based is produced from such parcel or from other parcels pooled therewith pursuant to paragraph 22, hereof, or unitized therewith pursuant to paragraph 26 hereof.

29. **Clause 30.**

If more than one person is named as Lessor herein and one or more of them fails to execute this lease, it shall, nevertheless (if accepted by Lessee) become effective as a lease from such named Lessors as may have executed the same.

30. **Clause 31.**

This Lease may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single lease and the execution of one counterpart by any lessor shall have the same force and effect as if he signed all of the other counterparts.

31. **Clause 32.**

This lease and all its terms, conditions and stipulations shall extend to and be binding upon all heirs, successors and assigns of said Lessors and Lessee.

32. **Clause 5.**

The term " agreed share" as used herein means one-sixth (1/6)
(This original Oil and Gas lease is "Exhibit A." of Ms. Sprewell's Objection - Pages 24 - 31)

**Ms. Sprewell's interactions with California Resources Corporation and
Tideland Oil Production**

33. **An Email from California Resources Corporation**

From: Madeline Richard
Sent: Monday, March 02, 2015 8:18am
To: **Newitt, Karen**
Subject: WIO Mamie (Itaska Jones)

Good morning Karen-

I just received a call from Terika Sprewell, granddaughter of Itaska Jones. She stated she has Power of Attorney and would like information regarding this WIO account. She stated mailing address is the same (404 E. 95th ST). She can also be reached at 602-559-7961 or terikasprewell@gmail.com

I explained to her that she would have to provide legal & notarized proof of her standing. Also, that you could assist her, in detail, with what information she should provide. Would you answer her questions and supply her with information she needs to accommodate her grandmother, please? Much appreciation,

Madeline F. Richard - Long Beach Gas & Oil - Oil Operations / Planning & Unit Operations

(This email is attached herein as " Exhibit 2.")₆

34. **Letter from Tidelands Oil Production Company**

June 8, 2015

To Trika Sprewell - 404 East 95th Street, L.A, C.A, 90003

Dear Trika Sprewell

Re: **Account #119904 - Mamie Butler**

This will acknowledge receipt of the unclaimed property letter regarding the above-mentioned individual that was signed by you, but did not indicate your relationship to Mamie Butler.

The account is held in the name of Mamie Butler and relates to a working interest in the Wilmington Oil Field associated with the address of 1756 Henderson Ave., Long Beach, which appears to have been sold with the mineral rights years ago. If Mamie Butler did, in fact, retain the mineral rights or transferred the mineral rights to someone else such as her heirs, legal recorded documentation would have to be provided to this office for review.

Please Provide the following documentation:

1. Certificate of Death for Mamie Butler
2. If mineral rights were retained by Mamie Butler
 - a) Recorded documentation to show mineral rights were retained
 - b) Copy of the Court approved and recorded Affidavit or Court Order where this interest was distributed to the heir (for example, Order for Final Distribution).

In the State of California, mineral rights, as well as any accompanying leasehold interest are considered to be interest in real property. As the subject property is located in Los Angeles County, the documentation submitted must reflect recordation in the Los Angeles County Recorder's Office.

Yours truly

(Karen L. Newitt, is the Supervisor of Oil and Gas Accounting)

35. Letter from California Resources Corporation The State of California Requires Us To Notify You That Your Unclaimed Property May Be Transferred To The State If You Do Not Contact Us

April 28, 2015

Mamie Butler - 404 East 95th Street Los Angeles, C.A., 90003

Our records indicate that we are in possession of funds/property that may belong to you or that you may otherwise have a beneficial interest in. Furthermore, we have no record of any recent contact with you concerning this property. If you have an interest in this property listed below and you wish to claim it, you must complete the information at the end of this letter, sign it and return it to us. If we do not receive this notice of your ownership or beneficial interest in this property within 60 days, we must remit the property to the appropriate state government, pursuant to the unclaimed property laws in effect there.

Dates	Owner Number	Amount	Nature of Property
11/30/2010	119904	\$60.43	Royalty
12/31/2010	119904	\$0.03	Royalty
12/31/2010	119904	\$59.19	Royalty
01/31/2011	119904	\$61.49	Royalty
02/28/2011	119904	\$61.01	Royalty
03/31/11	119904	\$78.76	Royalty
04/30/2011	119904	\$90.60	Royalty
05/31/2011	119904	\$83.69	Royalty

I wish to claim or otherwise establish interest in the funds/property described above.

(This letter is attached to Ms. Sprewell's Objection "Exhibit H-1, Page 65)

36. **WORKBOOK: California Resources Corporation
Occidental Oil & Gas Accounts Receivable Statement of Accounting**

Date: November 10, 2015

Customer Number JIB088119904 - Customer: Butler Mamie - Transaction Status -Open

Transaction Numbers - Transaction Class - Transaction Date - - Original Amount

1 through 61 Invoice 01-NOV-2010 through 15-NOV-2015 From \$5.47 to \$422.24 each

California Resources Corporation - Karen Newitt - Accountant Receiving Deposits

(This document is attached to Ms. Sprewell's Bankruptcy Proof of Claim #004, "Exhibit Page 10-11")

Explanation for the Butler Estate's Interest Transfer

37. **Property Ownership System Division Ownership Transfer Data Entry Listing**

Date: November 18, 2015

Transfer Description: Owner No. 119904

Owner Name: Mamie Butler

Percentage of Interest to Transfer: 100.00000%

Origination Date: 11/10/2015

Transfer Completion Date: 11/18/2015

DO Name: WEST WILMINGTON FB V

Transfer Recipients: **Owner 030021** - Owner Name - Flores, Jesus Flores and Juana - 100.00000

**Gross Interest: 0.00004530 - Net Interest - 0.00004530 - Oil & Gas -
Pay Code: SUSP - TF- GL**

**California Resources Corporation - Karen Newitt - Accountant Transferring ALL The Butler
Estates Interest and Funds**

(A copy of the transfer is attached herein as (Exhibit H-1) and to Ms. Sprewell's Objection ("Exhibit H-1, Page 61")

38. **An Email from California Resources Corporation (Act 1 Personnel Service)**

Date: **Wednesday, December 14, 2016 2:42 pm**

From: Rankin, Vickie

To: Swetalla, Jamie L

Subject: **FW Incident #15478 - (Old) Owner #119904, (New) Owner #030021**

Jamie,

I am trying to find out any information in regards to this account, I do know that it belongs to you. **I found out that the account has been transferred to the new owner #030021. When I look in PSR it shows the account is in SUSP-TF. Is this account being transferred to another person or persons? And if so can you tell me to whom?**

Thank you, Vickie R.

(This email is attached to Ms. Sprewell's Proof of Claim #004, "Exhibit Page 16.")

39. **An Email from California Resources Corporation (Land Analyst)**

Date: **Friday, June 02, 2017 2:47pm**

From: Swetalla, Jamie L

To: **Newitt Karen**

Subject: **Owner 119904**

Cc: Larry, Precious (Act 1 Personnel Services)

Good afternoon Karen,

Theres is a small issue with a West Wilmington FB V owner

I guess they came to the office but were denied. **They are trying to transfer to the estate however when i searched the owner it was already transferred to owner 030021 on 11/18/2015, transfer id 296762.**

I'm not sure if you may have already talked to this lady but i wanted to pass on the information.

(This email is attached to Ms. Sprewell's Bankruptcy Proof Of Claims #004, "Exhibit Page 22.")

40. **An Email from California Resources Corporation**

Date: May 10, 2017

From: Larry Precious

To: Trika Sprewell

Good morning this is precious from CRC did you still want to do that transfer

Owner Number 119904

Owner Name Mamie Butler

Caller Name Trika Sprewell

(This email is attached to Ms. Sprewell's Bankruptcy Proof of Claims #004, "Exhibit Page 23")

41. **Wilmington Fault Block V Ranger Zone Unit Participation by Working Interest**

Owner as of January 1, 2010

Working Interest Owner	Tract	Tract Ownership %	Tract Part Share%	Unit Part %
Butler, Mamie	277	0.06569	0.00453	0.00453

42. Trika Sprewell and the Butler Estate are the Defendant within this case.

The Defendant filed an objection dated 07/05/21 against the Debtor in this case.

43. The Defendants herein Object to the Plaintiffs Plan as Reorganized Debtors in its entirety.

44. The Defendants herein Object to the Plaintiffs Reorganized Debtors' Omnibus

Objection To Certain Proofs Of Claim - First Omnibus Objections Schedule 1 - No Liability

Claims. Document 776. The Defendants Object to this claim in its entirety.

(This document is attached to Ms. Sprewell's Bankruptcy Proof of Claim #004, "Exhibit Page 24")

45. The Defendants herein Object to Trika Sprewell's Name on the Plaintiffs First Omnibus

Objection Schedule 1 - No Liability Claims # 4 and 10015, Reason For Disallowance Debtors'

do not believe it has any liability based on a review of their books and records. The Defendant

Objects to this in its entirety.

(This is found on "Page 14. of CRC's "First Omnibus Objection - Schedule 1 - No Liability Claims")

46. **Letter from Long Beach Gas & Oil Department**

Date: August 10, 2017

From: **Robert Dowell (Director)**

SUBJECT: Claims Regarding Working Interest of Mamie Butler - Tract 277, Fault Block V Ranger Zone

Dear Ms. Sprewell:

The City of Long Beach, Gas & Oil Department (LBGO) has received your claims regarding the working interest of Mamie Butler in Tract 277 of Fault Block V- Ranger Zone Unit. **Please note that working interest accounting is being handled by California Resources Corporation (CRC) on behalf of the City of Long Beach**

LBGO has learned that you are already in contact with CRC and it is recommended that you continue pursuing these claims through CRC

Sincerely,

Serge Baghdikian - Division Engineer, Planning & Operations

(This letter is attached to Ms. Sprewell's Bankruptcy Proof Of Claims #004, "Exhibit Page 33")

47. **An Email from Chevron**

Date: Thu, Feb 6, 2020 1:17 pm

From: Ashley Claunch

To: Trika Sprewell

Good afternoon, **attached is a document showing the active wells attached to the unit your agreement references. You can see that Tidelands Oil Production Company is now California Resources Corporation.** I've put their contact us page link below. That would be where you need to start, reach out to them and see what's going on. Hopefully this is helpful to you.

Thank you, Ashley Claunch

(This letter is attached to Ms. Sprewell's Bankruptcy Proof Of Claims #004, "Exhibit Pages 34-36")

48. Chevron's 1990 Assignment of Operating Agreement for Continental Northern Subsurface Oil & Gas Lease No.4, Owned by Mamie Butler

Ashley Claunch, forwarded the following 1990 Chevron Assignment of Operating Agreement showing a surrender of our lease and the new assignor for our Wilmington Fault Block V Ranger Zone Lease, owned by Mamie Butler entered into on October 22, 1963.

This Assignment, made and entered into as of the 8th day of June 1990 by and between Chevron U.S.A. INC., a Pennsylvania corporation, as "Assignor," and Century Resources Development, Inc., a California corporation, as "Assignee;

List Of Assets

All of Chevron's right, title and interest in the Long Beach Unit Tract No. 1 Non-Operational Contracts entitled "Contractors' Agreement, Long Beach Unit, Wilmington Oil Field, California as amended," having an effective date of April1, 1965 and recorded in Book M1796 at Page 409 et seq., of the Official Records of Los Angeles County, C.A.

(This is attached herein as "Exhibit 3. Chevron email by Ashley Claunch, with Assigner of Oil & Gas attached")

49. Email from California Resources Corporation

Date: Friday, February 24, 2017

From: Newitt, Karen

To: Rankin, Vickie (Act 1 Personnel Service)

Subject: Re: Incident# 15478 - (Old) Owner #119904, (New) Owner #030021

Vickie

Terika just needs to provide to us ownership. However, this is highly unlikely due to the facts stated in my email dated Dec. 14, 2016.

(This letter is attached to Ms. Sprewell's Bankruptcy Proof Of Claims #004, "Exhibit Page 20.")

California Law

50. In California, the law allows the owner of real property to recover lost mineral rights provided that the mineral right is dormant for at least 20 years. A dormant mineral right is one where no exploration, mining, drilling or other operations are present on the property

51. 2005 California Civil Code Sections 883.210-883.270 Article 2. Termination of

Dormant Mineral Right CIVIL CODE SECTION 883.210-883.270

883.210. The owner of real property subject to a mineral right may bring an action to terminate the mineral right pursuant to this article if the mineral right is dormant.

883.220. For the purpose of this article, a mineral right is dormant if all of the following conditions are satisfied for a period of 20 years immediately preceding commencement of the action to terminate the mineral right:

(a) There is no production of the minerals and no exploration, drilling, mining, development, or other operations that affect the minerals, whether on or below the surface of the real property or on other property, whether or not unitized or pooled with the real property.

(b) No separate property tax assessment is made of the mineral right or, if made, no taxes are paid on the assessment.

(c) No instrument creating, reserving, transferring, or otherwise evidencing the mineral right is recorded.

883.230. (a) An owner of a mineral right may at any time record a notice of intent to preserve the mineral right.

(b) In lieu of the statement of the character of the interest claimed and the record location of the documents creating or evidencing the mineral rights claimed as otherwise required by paragraph (2) of subdivision (b) of Section 880.330 and in lieu of the legal description of the real property in which the interest is claimed as otherwise required by paragraph (3) of subdivision (b) of Section 880.330 and notwithstanding the provisions of Section 880.340 or any other provision in this title, a notice of intent to preserve a mineral right may refer generally and without specificity to any or all mineral rights claimed by claimant in any real property situated in the county.

(c) A mineral right is not dormant for the purpose of this article if:

(1) A notice of intent to preserve the mineral right is recorded within 20 years immediately preceding commencement of the action to terminate the mineral right.

(2) A notice of intent to preserve the mineral right is recorded pursuant to Section 883.250 after commencement of the action to terminate the mineral right.

883.240. (a) An action to terminate a mineral right pursuant to this article shall be brought in the superior court of the county in which the real property subject to the mineral right is located.

(b) The action shall be brought in the same manner and shall be subject to the same procedure as an action to quiet title pursuant to Chapter 4 (commencing with Section 760.010) of Title 10 of Part 2 of the Code of Civil Procedure, to the extent applicable.

883.250. In an action to terminate a mineral right pursuant to this article, the court shall permit the owner of the mineral right to record a late notice of intent to preserve the mineral right as a condition of dismissal of the action, upon payment into court for the benefit of the owner of the real property the litigation expenses attributable to the mineral right or portion thereof as to which the notice is recorded. As used in this section, the term "litigation expenses" means recoverable costs and expenses reasonably and necessarily incurred in preparation for the action, including a reasonable attorney's fee.

883.260. A mineral right terminated pursuant to this article is unenforceable and is deemed to have expired. A court order terminating a mineral right pursuant to this article is equivalent for all purposes to a conveyance of the mineral right to the owner of the real property.

883.270. Subject to Section 880.370 (grace period for recording notice), this article applies to all mineral rights, whether executed or recorded before, on, or after January 1, 1985.

52. The proof of the Butler Estates contentious mineral interest can be found within the November 18, 2015 Property Ownership Systems Division Order Transfer Document, showing California Resources Corporation Accountant, Karen Newitt - receiving the Outstanding JIB Payments under the Name Mamie Butler, from Occidental Oil and Gas, (Page titled "Property Ownership System Division Order Transfer" is attached **herein as "Exhibit H-1 "**and to the **(Bankruptcy Proof Of Claims #004, "Exhibit Page 12.")** and is incorporated herein by reference). The current balance of the Outstanding JIB Payments is unknown, from November 1, 2010 through November 15, 2015.

53. The CRC Letter dated April 28, 2015 providing a list of royalties is proof of interest. (Attached to Bankruptcy Proof Of Claims #004, "Exhibit Page 8,")and is incorporated herein by reference), the Plaintiffs fully acknowledge that they owe the Butler Estate the Outstanding JIB Payments.

54. To date, Plaintiffs have wrongfully failed to pay the Outstanding JIB Payments in an

amount not less than approximately \$33,609,581,898.93 billion, exclusive of interest and any and all fees and costs, pursuant to the governing mineral lease agreement carrying the Butler Estates interest. This Working Interest is due and payable by The Reorganized Debtor California Resources Corporation.

(This Production Record is attached to Ms. Sprewell's Objection, "Exhibit A-1. Pages 5-6")

The Defendant Is Owed ORRI Overpayments From The Plaintiff

55. Under the Subsurface Oil and Gas lease, the Defendant reserves an overriding royalty working interest of 16.6667% (1/6%) on the leases (the "ORRI") is subject to the Subsurface Oil & Gas Lease. Clause 27 of the governing lease has held title: Clause 27. The royalties occurring hereunder to the lessor of any specific parcel of land shall be appurtenant to such parcel and conveyance of such parcel shall carry also the interest of the grantor (Mamie Butler is the Granter and Lessor, also known herein as the Butler Estate, this lease was signed October 22, 1963).

The debtors CRC within this case hold an internal expense decks for Tract 277 Wells that reflect the continuous working interest, produced from the Butler Estates Mineral Lease, retained from the Butler Estates Mineral Property. From the Wells located within Tract 277 of the Wilmington Fault Block V Ranger Zone, this mineral property has **NEVER REFLECTED DORMANT WELLS**.

("ORRI, Overriding Royalty Interest") on each mineral lease is subject to the Continental Northern Subsurface Oil and Gas Lease No.4 terms, equal to the positive difference, between a sixth percent 1/6 (16.6667%) and the total of all royalty, overriding royalty and any other payments or burdens.

The Butler Estate is prepared to except immediate access to All Funds That Are Due And Payable.

Continental Northern Subsurface Oil and Gas Lease No.4 (Stipulations under lease).

56. Pursuant to Clause 22. Lessee is hereby given the right at its sole option to combine or pool this lease, *including Lessors' Interest herein*, and the leased land, or any portion thereof, and all the oil and gas rights therein, with any other land, lease, or leases, or parts thereof, and

the oil, gas and royalty rights in and under such other land, regardless of ownership thereof, situated within the following described area (herein referred to as the "lease area") in the City of Long Beach, County of Los Angeles, State of California.

a. In the Demand Letter, mailed to the Plaintiff on 02/07/2020, notified them that, by recent calculations found on Doggr Well Finder, the proper ORRI payable under Continental Northern Subsurface Oil and Gas Lease No.4 in which CRC elected to participate in the leased area (or wells), Wells are active under our Mineral Lease Agreement, and payments are due.

Defendant notified the Plaintiff that it reserved its right to recover the payments from future earnings. Although the Defendant reserved this right, it has not recovered payments, all amounts are still due and owing (the "ORRI payments").

IV. CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

Declaratory Judgment That Plaintiff Did Not Comply With Or Was Not Excused From Complying With The Terms Of The Governing Lease, Continental Northern Subsurface Oil and Gas Lease No.4, By And Between Mamie Butler & Continental Northern

b. The Defendant incorporates by reference paragraphs 1 through 56 as though set forth herein in their entirety in support of its causes of action.

c. This cause of action arises under the Declaratory Judgment Act.

d. An actual legal and substantial controversy exists as to whether the Plaintiff has complied with its obligations under the Subsurface Oil and Gas lease mentioned within this complaint, including whether it has satisfied its obligations under the Continental Northern Subsurface Oil and Gas Lease No.4, by and between Mamie Butler and Continental Northern Corporation. The Plaintiff has maintained continuous operations within

the mineral property that is subject to the Oil and Gas Subsurface lease, stipulations and mandated.

e. This controversy is of sufficient immediacy to warrant judicial relief under the Declaratory Judgment Act.

f. As set forth above, by satisfying Alternative #1 and Alternative #2, the Plaintiff will satisfy both of the alternative requirement of the Defendants.

g. Moreover, by CRC conducting continuous drilling operations, CRC is obligated to hold all payments for safe keeping. The Plaintiff has not complied with this obligation.

h. Based upon the foregoing, it is a manifestation that the 1963 Continental Northern Oil and Gas Subsurface Lease No.4, remains in full force and effect, .

i. Additionally, an actual legal and substantial controversy exists as to whether Plaintiffs repudiated the Subsurface lease, thereby the Plaintiff is not excused from performing its obligations under the Sublease, including, but not limited to, those under Continental Northern Subsurface Oil and Gas No. 4.

j. This controversy too is of sufficient immediacy to warrant judicial relief under the Declaratory Judgment Act.

k. Plaintiff CRC has continuously repudiated the Subsurface Oil and Gas lease by unequivocally notifying the Defendant and asserting to Defendant that the Subsurface Oil and Gas lease terminated. This representation was not and is not excused, Plaintiff CRC's actions and performance are deemed unlawful under Texas law, pending judicial determination of this controversy.

l. Business and Commerce Code- Title 3. Insolvency, Fraudulent Transfers, and Fraud Chapter 27. Fraud- Section 27.01 - Fraud In Real Estate and Stock Transactions. (a) Fraud in transactions involving real estate or stock in a corporation or joint stock company consists of a

(1) false representation of a past of existing material fact, when the false representation is

(b) relied on by that person entering into that contract; or

(2) false promise to do an act, when the false promise is

(A) material;

(B) made with the intention of not fulfilling it;

(D) relied on that person entering into that contract

(d) A person who (1) has actual awareness of the falsity of a representation or promise made by another and (2) fails to disclose the falsity of the representation or promise to the person defrauded, and (3) benefits from the false representation or promise commits the fraud described in subsections (a) of this section and is liable to the person defrauded for exemplary damages. Actual awareness may be inferred when objective manifestation indicates that a person acted with actual awareness.

57. Moreover, Plaintiff CRC continually and unequivocally contended that the Defendant

or the Butler Estates interest within the Subsurface lease had not held interest implying that the lease is terminated through their statements in the Debtors' bankruptcy cases. See Reorganized Debtors' Omnibus Objection to Certain Proof Of Claim

¶ 14 ("First Omnibus Objection Schedule 1- No Liability Claims - Claim Classes

Priority Secured

- Name Trika Itaska Sprewell- Claim# 4 and 10015 - Class Debtor 20-33568 (DRJ) California Resources Corporation - " Debtors' do not believe it has any liability based on a review of their books and records. The Debtors attempted to consensually resolve this claim and were unsuccessful"); ¶ 7. We also advised Ms. Sprewell that the purported Quitclaim/Personal Representative Deed and Grant Deed appeared to be the product of an erroneous, ineffective, and unconsummated transfer that we concluded was at best - an attempt to perpetrate a fraud against CRC in violation of California Penal Code provisions

objection. Defendant Ms. Sprewell's Objection To The No Liability Claims Entered For California Resources Corporation, et al, ¶ 3. (Year 2021 List of ALL 12 CURRENT ACTIVE WELLS, within the Wilmington Fault Block V Ranger Zone,). ("Prior to and since the Petition Date, the Debtors have wrongfully withheld the Defendant and or the Butler Estates 16.6667% ORRI; interest; and proceeds therefrom. The conduct of the Debtor California Resources Corporation is a breach of the Continental Northern Subsurface Oil and Gas Lease No.4, and entitles the Defendant and or the Butler Estate to recover their actual damages, plus interest, and costs of court as allowed by law."); (alleg[ing] that the continuous operation under the Butler Estates Mineral Property has been sold years ago, while continuously collecting all proceeds for the Butler Estates Interest is a breach of law and the lease. This lease remains active now, and was active prior to the bankruptcy filing, this lease was never terminated.)

58. Defendants' Mineral Lease Agreement remained in full effect. This controversy requires judicial determination.

59. Based on the foregoing, Defendant seeks a declaration that, at all times, the Butler Estate has held title to the interest allocated within the governing mineral lease agreement, Continental Northern Subsurface Oil and Gas Lease No.4. The Defendant is in need of, Judicial determination of where or not this lease was ever terminated. That the Defendant is, and has always been entitled to All interests granted to the Grantor and Lessor under the Continental Northern Subsurface Oil and Gas Lease No.4.

SECOND CLAIM FOR RELIEF

Breach of Contract

60. The Defendant incorporates by reference paragraphs 1 through 59 as though set forth herein in their entirety in support of its causes of action.

61. Under Texas law, “[t]o prevail on a claim for breach of contract, the defendant must establish the following elements: (1) the existence of a valid contract; (2) performance by plaintiff; (3) breach of the contract by the plaintiff; and (4) damages sustained by the plaintiff as a result of the breach.” *In re CRC's Property Ownership Systems Division Order Transfer Data Entry Listing Transferred by Karen Newitt*
Transfer ID:296762 - Transfer Description: Owner No. 119904 - On 11/10/15

Owner Name: Mamie Butler - Division Order Name: West Wilmington FB V

Interest Type: WI Working Interest - Percentage of Interest to Transfer: 100.000000%

Prod Code: CHG & OIL -. DO Net Interest: 0.00004530 - DO Gross Interest: 0.00004530.

(This action was made only 4 months after the Defendant was sent Tidelands Oil Production Company June 8, 2015 letter by Karen Newitt the Supervisor of Oil and Gas Accounting. This letter says the working interest in the Wilmington Fault field, appears to have been sold with mineral rights) (This statement has been paraphrased) California Law requires for 20 years to pass and a termination of lease by Court hearing, to commence before a transfer of this type can began, be legal, or standing.

(This Unit Participation by Working Interest is attached herein and to Ms. Sprewell's Proof Of Claims #004 "Pg.24")

62. As set forth above, the Tidelands Oil Production Company Production Records for Account 14136 Showing Active Working Interest from the years 04/1990 thru 10/2010 and The JIB088119904 Account held by Occidental Oil and Gas deposited into The Reorganized Debtors Account- Owner Mamie Butler on 11/10/2015 Account# 119904 containing revenue from the years 11/01/2010 thru 11/15/2015, ALL constitute valid contracts between Defendant, on one hand, and the Plaintiff, on the other.

63. As detailed above, Plaintiff refuses to perform obligations under the governing Oil and Gas lease.

64. The Plaintiff has repeatedly failed to comply with their obligations under the JOAs, and the lease agreement, among other things, they failed to make payments under the joint interest billing provisions, resulting in the current Outstanding JIB Payments.

65. The Plaintiff CRC's failure to comply with their obligations under the JOAs resulted in Damage to the Defendant and or the Butler Estate in the amount of the Outstanding JIB Payments.

66. Accordingly, based on the above-detailed breaches of contract, which were intentional and willful, the Defendant is entitled to recover, actual compensatory, and any other damages to the maximum extent permitted by law and the JOA's.

THIRD CLAIM FOR RELIEF

Turnover

67. Defendant incorporates by reference paragraphs 1 through 66 as though set forth herein in their entirety in support of its causes of action.

68. Pursuant to section 541 of the Bankruptcy Code, the bankruptcy estate, created as of the filing of the petition, includes property, wherever located and by whomever held, and all legal and equitable interest of the debtors in the property. *See Kane v. Nat'l Union Fire Ins. Co.*, 535 F.3d 380, 385 (5th Cir. 2008) ("Section 541 of the Bankruptcy Code provides that virtually all of a debtor's assets, including causes of action belonging to the debtor at the commencement of the bankruptcy case, vest in the bankruptcy estate upon the filing of a bankruptcy petition."); *In re Arturo Rodriguez*, 278 B.R. 749, 753 (Bankr. N.D. Tex. 2002) ("The filing of a bankruptcy petition creates a bankruptcy estate comprised of, among other things, all of the legal or equitable interests of debtors in property."). Where title to the funds in question remained with the debtor, the party holding such funds must make those available for use by the estate. *Id.* at 753–54.

69. Section 542(b) of the Bankruptcy Code requires "an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, [to] pay

such debt to” the debtor.

70. The Creditor expressly preserves Defendants right to bring an action for turnover in the Plan as a “Retained Cause of Action.”

71. The Outstanding JIB Payments constitute property of the Butler Estate and/or property of the Defendants.

72. The Outstanding JIB Payments are mature debts, payable on demand, because they are currently due and owing.

73. Moreover, the ORRI Overpayments constitute property of the Butler Estate and/or property of the Defendant.

74. The ORRI Overpayments are mature debts, payable on demand, because they are currently due and owing.

75. Accordingly, based on sections 541 and 542 of the Bankruptcy Code, Defendant is entitled to recover the funds related to the operating lease, and All Outstanding JIB Payments, and the Plaintiff CRC should be directed to immediately turnover such funds.

76. Wilmington Fault Block V Ranger Zone Unit Participation by Working Interest as of January 1, 2010, provides a display of the Butler Estate's Tract 277 Interest: Tract Ownership Percent is 0.06569; Tract Part Share Percent is 0.00453; and Unit Part Percent is 0.00453.

This document hold Tidelands Oil Production Company Stamp at the bottom of the page confirming is validity. This document is also conformation of the continuous working interest being established within the Butler Estate . The transfer of this interest would only be valid 20 years after the mineral property and its connecting property is deemed to be dormant. see 2005 California Civil Code Section 883.210-883.270 Article 2. Termination of Dormant Mineral Rights.

V. CONDITIONS PRECEDENT

- a. All conditions precedent occurred or have been performed.

VI. RESERVATION OF RIGHTS

- b. The Defendant reserves all rights as against the Plaintiff California Resources Corporation and all third parties and persons in possession of the Defendants assets and or the Butler Estates assets, or preventing the rights to assets and interest, and causing the actions for legal or equitable relief in any way relating to damages or harm done by the Plaintiff, and debt incurred by the Plaintiff CRC in any way relating to the Continental Northern Subsurface Oil and Gas Lease No.4, JOAs, mineral interest, or related agreements.

VII. PRAYER

Based on the foregoing, the Defendant requests that the Court enter judgment against the Plaintiff California Resources Corporation, et al., and in favor of the Defendant as follows:

(1) On the First Claim for Relief, declaring that the Butler Estates Mineral Interest has never cease to exist, that the Continental Northern Oil and Gas Lease No.4 has not terminated, due to Plaintiff CRC's failure to comply with its obligations thereunder and therefore Defendant is entitled to the reversion of all interests under the Continental Northern Subsurface Oil and Gas Lease No.4 and/or, declaring that Plaintiff CRC repudiate the governing Subsurface Oil and Gas lease, nothing excused the Plaintiff CRC from performing its obligations under the Subsurface Oil and Gas lease, pending this Court's resolution.

(2) On the Second Claim for Relief, awarding the Defendant a money judgment in accordance with the claims therein.

(3) On the third claim for Relief, awarding the Defendant a Land Transfer for our mineral property, requiring the debtors CRC to place the Name Trika Sprewell on the Land Transfer, All Wells Attached to our mineral contract, All pooling units, All assets associated with our oil and gas lease.

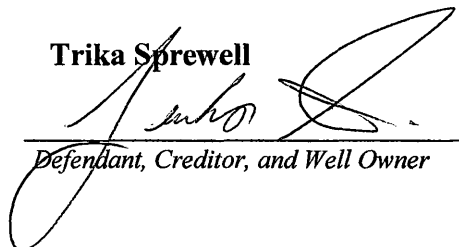
(4) On the Third Claim for Relief, directing the Plaintiff California Resources Corporation to immediately turnover any and all funds in their possession related to the Outstanding JIB Payments and the ORRI Overpayments, Directing All Future Payment to be made to the Defendants, Produce Accurate Accounting to the Defendant, Perform Timely Payments, conduct a Land Transfer from out of the Name Mamie Butler and into the Name Trika Sprewell, Notify all joint Debtors and Affiliates of the land transfer.

(5) Granting such additional relief, whether in law or equity, to which Defendant may be justly entitled to in connection with the allegations set forth in this adversary proceeding.

Dated: July 31, 2021

Respectfully submitted,

Trika Sprewell



Defendant, Creditor, and Well Owner

[Remainder of page intentionally left blank]

The Court Entered A Default Judgment Against Juana Flores entered on June 18, 2021

This Default Judgment was entered in favor of Trika Sprewell, in the amount of \$42,560.24

Exhibit 1.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Governor George Deukmejian Courthouse 275 Magnolia Ave, Long Beach, CA 90802		FILED Superior Court of California County of Los Angeles 07/23/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>B. Viola</u> Deputy
PLAINTIFF(S): Trika Sprewell		
DEFENDANT(S): Juana Flores		
JUDGMENT - UNLAWFUL DETAINER		CASE NUMBER: 21LBCV00023

It is hereby ordered that judgment be entered as follows by: ☒ The court ☐ The clerk

Date: 07/23/2021 ☒ By Default ☐ By Stipulation ☐ After Court Trial ☐ After Jury Trial

Judgment is for: Trika Sprewell
and against Juana Flores

☐ Joint and several

Past Due Rent	<u>\$38,560.24</u>	+ Holdover Damages	<u>\$0.00</u>	= Principal	<u>\$0.00</u>
Attorney Fees:	<u>\$0.00</u>	Costs:	<u>\$4,000.00</u>		
Recovery Costs:	<u>\$0.00</u>	Other:	<u>\$0.00</u>		
Total Judgment amount:	<u>\$42,560.24</u>				

☐ Restitution and possession of the premises located at


☐ Judgment of possession applies to any and all unnamed occupants of the premises pursuant to C.C.P. 415.46

☐ The lease or agreement under which the aforesaid property is held be, and the same is hereby declared, forfeited.

☐ The rental agreement under which the aforesaid property is held be, and the same is hereby declared, cancelled.

☐ Execution is stayed as follows:

☐ No lock out prior to



7/23/2021

Sherri R. Carter, Executive Officer / Clerk of Court

B. Viola

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

South District, Governor George Deukmejian Courthouse, Department S27

21LBCV00023

TRIKA SPREWELL vs JUANA FLORES

July 23, 2021

8:30 AM

Judge: Honorable Mark C. Kim

CSR: None

Judicial Assistant: B. Viola

ERM: None

Courtroom Assistant: B. Jones

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Trika Sprewell (Telephonic)

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Default Prove Up Hearing

Matter is called for hearing.

Default Prove-Up hearing resumes from June 18, 2021.

Plaintiff, Trika Sprewell, while still under oath, resumes testimony.

Default judgment by Court entered for Plaintiff Trika Sprewell against Defendant Juana Flores on the Complaint filed by Trika Sprewell on 01/19/2021 for past rent due in the amount of \$38,560.24 and costs of \$4,000.00 for a total of \$42,560.24.

Plaintiff is to give notice.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<p>Reserved for Clerk's File Stamp</p> <p>FILED Superior Court of California County of Los Angeles 07/23/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>B. Viola</u> Deputy</p>
COURTHOUSE ADDRESS: Governor George Deukmejian Courthouse 275 Magnolia Ave, Long Beach, CA 90802	
PLAINTIFF/PETITIONER: Trika Sprewell	
DEFENDANT/RESPONDENT: Juana Flores	CASE NUMBER: 21LBCV00023
CERTIFICATE OF MAILING	

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Default Prove Up Hearing) of 07/23/2021, judgment upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Long Beach, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Trika Sprewell
401 East 95th St.
Los Angeles, CA 90003

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 07/23/2021

By: B. Viola
Deputy Clerk

CERTIFICATE OF MAILING

The Email From California Resources Corporation, Madeline Richard on March 2,2015

This Email was sent to Karen Newitt, Subject: WIO Mamie

Exhibit 2.

From: Madeline Richard [mailto:Madeline.Richard@longbeach.gov]

Sent: Monday, March 02, 2015 8:18 AM

To: Newitt, Karen

Subject: WIO Mamie Jones (Itaska Jones)

Good morning, Karen –

I just received a call from Terika Sprewell, granddaughter of Itaska Jones. She stated she has Power of Attorney and would like information regarding this WIO account. She stated mailing address is the same (404 E. 95th ST). She can also be reached at 602-559-7961 or TerikaSprewell@gmail.com.

TIDELANDS_00

I explained to her that she would have to provide legal & notarized proof of her standing. Also, that you could assist her, in detail, with what information she should provide. Would you answer her questions and supply her with whatever information she needs to accommodate her grandmother, please?

Much appreciation,

Madeline F. Richard

Long Beach Gas & Oil

Oil Operations/Planning & Unit Operations

562-570-3985

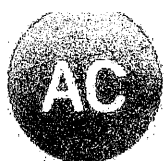
562-570-3922 (Fax)

Madeline.Richard@longbeach.gov

This Email Is From Chevron, Ashley Claunch on 02/06/2020 attached the 1990
Assignors of the Wilmington Fault Block V Ranger Zone Wells, Tract 277.

This Email was sent to Trika Sprewell

Exhibit 3.

**Ashley Claunch**

2/6/20

To: Terika Sprewell >



Re: Oil & Gas Lease

I'm sorry you feel that way, I've been re-searching this since my first e-mail forwarded to me on Wednesday, January 29, 2020. I had one last avenue to go down, in which I checked all the wells on the list attached to the Pooling Unit of the agreement in which I did that and provided you my findings. My team also e-mailed me telling me that had no clue where to go from what we have and so therefore I have exasperated my resources here and honestly once again the best option is to go to the current operator of the Active wells still left in the Lease No. 4 you provided and that operator is Tidewater who is Owned by California Resources Corporation. If anything else comes up from the folks I e-mailed I assure you I'll pass it along, but as of right now you need to be in contact with the current operator which is CRC

I'm sorry you feel that way, I've been re-searching this since my first e-mail forwarded to me on Wednesday, January 29, 2020. I had one last avenue to go down, in which I checked all the wells on the list attached to the Pooling Unit of the agreement in which I did that and provided you my findings. My team also e-mailed me telling me that had no clue where to go from what we have and so therefore I have exasperated my resources here and honestly once again the best option is to go to the current operator of the Active wells still left in the Lease No. 4 you provided and that operator is Tidewater who is Owned by California Resources Corporation. If anything else comes up from the folks I e-mailed I assure you I'll pass it along, but as of right now you need to be in contact with the current operator which is CRC.

ASSIGNMENT OF OPERATING AGREEMENT

THIS ASSIGNMENT, made and entered into as of the 8th day of June, 1990, by and between **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, as "Assignor," and **CENTURY RESOURCES DEVELOPMENT, INC.**, a California corporation, as "Assignee;"

W I T N E S S E T H

A. Assignor is now the owner and/or operator of the agreement more particularly described on Attachment 1 hereto, which Agreement and the amendments thereof are hereinafter referred to as the "Agreement;" and

B. Assignor and Assignee have entered into that certain unrecorded Assets Sales Contract dated January 12, 1990 and amended by letter agreement dated March 29, 1990, which by this reference is incorporated herein as if set forth in its entirety.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, sells and conveys effective July 1, 1990 to Assignee all of Assignor's right, title, and interest in and to the Agreement. Assignee hereby accepts this Assignment and assumes and agrees to perform all of the obligations of Assignor under the Agreement.

1. Assignor does not warrant the validity of the Agreement, except that Assignor does represent that all the rights and interests hereby conveyed are free and clear of all liens, charges and encumbrances created by and through Assignor and that Assignor has the right to make this Assignment.

2. Assignee accepts the Agreement and the interests assigned hereby subject to any and all terms, conditions, covenants and instruments in the chain of title, whether of record or not. Assignee assumes all duties and obligations associated with such Agreement.

3. Assignor retains any retroactive adjustments made for THUMS oil acquired by Assignor through May 31, 1990, pursuant to the Agreement assigned herein and all Agreements pertaining hereto and referenced therein. Assignee agrees that it has no claims to or responsibility for any such adjustment.

4. This Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Instrument as of the date first hereinabove set forth.



ASSIGNOR

ASSIGNEE

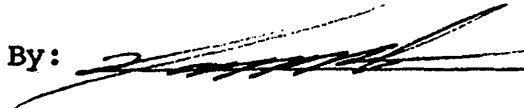
CHEVRON U.S.A. INC.

CENTURY RESOURCES DEVELOPMENT, INC.

By:


Assistant Secretary

CDL MO116731

By:



ATTACHMENT 1

Attached to and made a part of that certain "Assignment of Operating Agreement" dated June 8, 1990, by and between CHEVRON U.S.A. INC., Assignor, and CENTURY RESOURCES DEVELOPMENT, INC., Assignee.

LIST OF ASSETS

All of Chevron's right, title and interest in the Long Beach Unit Tract No. 1 Non-Operating Contract entitled "Contractors' Agreement, Long Beach Unit, Wilmington Oil Field, California as amended," having an effective date of April 1, 1965 and recorded in Book M1796 at Page 409 et seq., of the Official Records of Los Angeles County, CA.

End of Attachment

This is the Property Ownership System Division Order Transfer Data Entry Listings

For the Wilmington Fault Block V Ranger Zone Wells, for Tract 277

Transfer Made By Karen L. Newitt, Supervisor Of Oil And Gas Accounting

Exhibit H-1

Report Id: POS0011
User: CORBETTR

11/18/2015 12:38 PM
Page 1 of 1

PROPERTY OWNERSHIP SYSTEM

DIVISION ORDER TRANSFER

Data Entry Listing

Oracle Updated: _____
Tech: _____
Oracle Failed: _____
Tech: _____

Parent Transfer Id: 35371

DO Transfer Id: 296762

Transfer Description:

FROM

Owner No: 119904 Mkt Seq:

State:

DO Number: 7-0401146 -00001

Instrument File No: 70401146 -00001

Accounting Effective Date: 11/01/2015

Percentage of Interest to Transfer: 100.00000%

Transfer Status: C COMPLETE

Owner Name: MAMIE BUTLER

County:

DO Name: WEST WILMINGTON FB V

Instrument Effective Date: 11/01/2010

Interest Decimal to Transfer:

Transfer Completion Date: 11/18/2015

Origination Date: 11/10/2015

Interest Type: WI WORKING INTEREST

Completion Id: CORBETTR

Origination Id: NEWITTK

Comments: PER GRANT DEED

Transfer From Details:

Division Ord. Number	Division Order Name	Mkt Seq	Int Type	DO Gross Interest	DO Net Interest	Trnf Pend	Prod Code	DO Net Interest	Pay Code	Susp Resn	Prod Disp	Addr Ind
7-0401146 -00001	WEST WILMINGTON FB V	0	WI	0.00004530	0.00004530		CHG	0.00004530	SUSP	TF	GL	01
							OIL	0.00004530	SUSP	TF	GL	01

Transfer Recipients:

Owner Number	Owner Name	Int Type	Recipient Percent	Recipient Decimal	Addr Ind	Pay Code	Susp Resn	Prod Disp
030021	FLORES, JESUS FLORES AND JUANA	WI	100.00000	100.00000	01	SUSP	TF	GL

TO

Wilmington Fault Block V Ranger Zone Unit
Unit Participation by Working Interest Owner as of January 1, 2010

Working Interest of Mamie Butler

Tract 277 - Tract Ownership Percent: 0.06569

Tract 277 - Tract Part Share Percent: 0.00453

Tract 277 - Unit Part Percent

Exhibit Pg.24

(This page was originally attached to Ms. Sprewell's Bankruptcy Proof of Claims #004 Page 24)

WID WID.sql Wilmington Fault Block V Ranger Zone Unit
02/11/2010 08:44 Unit Participation by Working Interest Owner
 as of January 1, 2010

Page 12

DOI: 6216

Working Interest Owner	Tract	Tract Ownership Percent	Tract Part. Share %	Unit Part. %
------------------------	-------	-------------------------------	---------------------------	-----------------

Redacted: Non-Responsive as Unrelated to the Butler Estate

BUTLER, MAMIE

277

0.06569

0.00453

0.00453

Tidelands Oil Production Company

June 8, 2015

RE: Account #119904 - Mamie Butler

Sent By Karen L. Newitt, Supervisor Of Oil and Gas Accounting

Exhibit Pg.9

(This page was originally attached to Ms. Sprewell's Bankruptcy Proof of Claims #004 Page 9)

Tidelands

Oil Production Company

111 W. Ocean Blvd., Suite 800, Long Beach, California 90802
CORRESPONDENCE P.O. Box 1330, Long Beach, California 90801-1330

TEL

562.624.3400

FAX

562.624.3295

June 8, 2015

Trika Sprewell
404 East 95th Street
Los Angeles, CA 90003

Dear Trika Sprewell:

RE: Account #119904 - Mamie Butler

This will acknowledge receipt of the unclaimed property letter regarding the above-mentioned individual that was signed by you, but did not indicate your relationship to Mamie Butler.

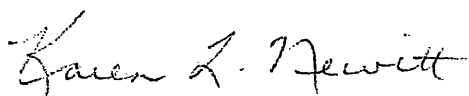
The account is held in the name of Mamie Butler and relates to a working interest in the Wilmington Oil Field associated with the address of 1756 Henderson, Long Beach, which appears to have been sold with the mineral rights years ago. If Mamie Butler did, in fact, retain the mineral rights or transferred the mineral rights to someone else such as her heirs, legal recorded documentation would have to be provided to this office for review.

Please provide the following documentation:

1. Certificate of Death for Mamie Butler
2. If mineral rights were retained by Mamie Butler
 - a) Recorded documentation to show mineral rights were retained.
 - b) Copy of the Court approved and recorded Affidavit or Court Order where this interest was distributed to the heirs (for example, Order for Final Distribution).

In the State of California, mineral rights, as well as any accompanying leasehold interests are considered to be interest in real property. As the subject property is located in Los Angeles County, the documentation submitted must reflect recordation in the Los Angeles County Recorder's Office.

Yours truly,



Karen L. Newitt
Supervisor of Oil and Gas Accounting

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)	
PLAINTIFFS California Resources Corporation, et al.,		DEFENDANTS Trika Sprewell	
ATTORNEYS (Firm Name, Address, and Telephone No.) Alexa J. Kranzly, 125 Broad Street, New York, NY 10004-2498, (212) 558-4000		ATTORNEYS (If Known) In Pro Per <i>Nathan Ochsner, Clerk of Court</i>	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) <small>The statutory bases for the relief requested are sections 11 U.S.C Section 105; 11 U.S. Code section 362 - Automatic stay; 28 U.S.C. Section 2201 (2020) (the "Declaratory Judgment Act"), Rules 7001 Scope of Rules of Part VII and the Local Rules. 9. The Following Laws Apply Herein: Texas Business Commerce Code Section 9.343; Texas Business Commerce Code: Under Article 9 Section 9.343; 11 U.S.C Section 507(a)(8)(G); 11 U.S.C Section 507 (a)(8); 2007 California Commercial Code Chapter 3. Perfection And Priority: 9301 - 9342, Section 9309.13; 11 U.S. Code Section 542 Turnover of Property and Section 541 Property of the estate. (The Defendant is a Well Owner, CRC's Supervisor of Oil & Gas Accounting, illegally transferred 100% of all interest and funds from our account into a new account.)</small>			
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)			
FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)		FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ 33,609,581,898.93	
Other Relief Sought			

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR California Resources Corporation, et al.,		BANKRUPTCY CASE NO. 20-33568 (DRJ)
DISTRICT IN WHICH CASE IS PENDING Southern District of Texas	DIVISION OFFICE Houston	NAME OF JUDGE Judge David R. Jones
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE		PRINT NAME OF ATTORNEY (OR PLAINTIFF)

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.