

IN THE CHANCERY COURT OF _____ COUNTY, _____

NAME OF PLAINTIFF _____

V. _____

NAME OF DEFENDANT _____

NO. _____

COMES NOW, _____, and files this Complaint against _____, and in support thereof, would show unto the Court the following:

1. Plaintiff, _____ ("_____"), is an adult resident citizen of the State of _____.

2. Defendant, _____, as set forth herein, is a corporation that has performed a contract to be performed in whole or in part in _____, that has committed a tort in _____, and that does business in _____. As such, this Court has jurisdiction pursuant to _____ Code Annotated Section _____.

Breach of Contract

3. On _____, _____, Plaintiff and Defendant entered into a contract entitled "Exploration and Consultant Agreement" ("Contract"). A true and correct copy of said Contract is attached hereto as Exhibit "A" and incorporated for all purposes. Pursuant to the Contract, Plaintiff performed services for Defendant as a geologist. Part of the services that _____ performed for Defendant was identifying to Defendant an oil and gas prospect on which Defendant ultimately drilled a well entitled The Simpson Unit Well (the "well"); doing the geological work with regard to the prospect on which the well was drilled; obtaining the leases for the land where the land was drilled; obtaining variances from administrative boards in Alabama with regard to the location of the well; and identifying the proper place to drill the well and the prospect. All of the foregoing was done by Plaintiff at the request of Defendant with Defendant acting at all times in a manner indicating the services would be compensated according to the Contract. Plaintiff also acted in a manner that constituted promises to _____ and/or explicitly promised to _____ that _____ would be compensated in accordance with regard to the well in consideration for the services performed by _____ for the benefit of Defendant. _____ reasonably and in good faith relied upon and changed his position on the actions and promises of Defendant, all to _____'s detriment.

4. Pursuant to the terms of the Contract, _____ is entitled to a _____ percent (0%) overriding royalty interest in any revenue generated by the well.

5. Plaintiff has promulgated a Division Order setting forth the overriding royalty interests of persons with regard to the Simpson Unit 16-11 Well. A true and correct copy of this Division Order is attached hereto as Exhibit "B". The Division Order does not provide that Twiner will receive his overriding royalty interest in accordance with the Contract.

6. _____ has made demand upon Plaintiff to amend the Division Order to provide him his overriding royalty interest or to otherwise pay him his overriding royalty interest. Defendant has refused _____'s demand.

7. Defendant's actions, in refusing to pay _____ an overriding royalty interest of ____ percent (0%) with regard to the Simpson Unit 16-11 Well, is contrary to the terms of the Contract, and constitutes a material breach of contract for which _____ is entitled to contractual damages, both past and future.

PROMISSORY ESTOPPEL

8. In the alternative, Plaintiff is estopped from denying liability, and _____ is thus due damages under the doctrine of promissory estoppel.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

9. The foregoing actions by Defendant in breaching the Contract were intentional, abusive, willful, done in bad faith, and/or done with gross negligence or recklessness, and were the type of actions that Defendant did foresee or should have reasonably foreseen would cause great emotional distress, anxiety, inconvenience, and expense, including attorney's fees, on the part of _____. As such, the actions of Defendant constitute an independent tort. As a proximate cause of Defendant's actions, _____ has in fact suffered great emotional distress, anxiety, inconvenience, and expense, including attorney's fees. Defendant is thus liable to _____ for intentional infliction of emotional distress.

PUNITIVE DAMAGES

10. The above-described actions of Defendant in breaching the Contract were intentional, willful, abusive, done with gross recklessness, done in bad faith, done without reasonable basis and/or with gross negligence or recklessness. As such, Defendant is liable to Plaintiff for punitive damages.

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

11. In the alternative, the actions of Defendant were done in a negligent manner and Defendant did foresee or reasonably should have foreseen that such actions would cause great emotional distress, anxiety, inconvenience, and expense, including attorney's fees, on the part of

_____, and such negligent actions did proximately cause _____ to suffer great emotional distress, anxiety, inconvenience, and expenses, including attorney's fees, and as such, Defendant is liable to _____ for negligent infliction of emotional distress.

PRAYER

BASED UPON THE FOREGOING, _____ prays the following:

- a. Past contractual damages for breach of contract from Defendant;
- b. An Order compelling Defendant to revise its Division Order to provide _____ his two _____ (0%) override interest in the future;
- c. Damages for emotional distress, anxiety, inconvenience, and expense from Defendant;
- d. Punitive damages; and
- e. Damages for attorney's fees from Defendant.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, _____, respectfully demands judgment against _____, the Defendant, for compensatory damages in an amount equaling or exceeding \$00.00, for punitive damages in an amount equaling or exceeding \$00.00, for an order compelling Defendant to revise its Division Order to provide _____ percent (0%) override interest, for the amount of reasonable attorney's fees and expenses incurred by Plaintiff, costs, and for any other relief the court deems appropriate.

Respectfully submitted,
