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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

Anita C. Deselms, as Trustee of the Anita C.)
Deselms Living Trust; Rabou Resources, LLC)
through its manager, Ron Rabou; Gross-)
Wilkinson Ranch, LLC; J. Dennis A. Black and)
Karen Black, husband and wife; Michael)
Powers, as Trustee of the J. Michael Powers)
Revocable Trust UA Dated August 10, 1982;)
John G. Williams and Theresa M. Williams,)
husband and wife; John Gilbert Williams and)
Theresa M. Williams, as Trustees of the John &)
Theresa Williams Trust dated July 18, 2019;)
Russell I. Williams, Jr., as Trustee of the Russell)
I. Williams, Jr. Revocable Trust U/A dated)
7/27/83; Phillip (Brock) Carl Williams, as)
Trustee of the Williams Family Trust U/A dated)
7/21/14; Jolene M. Simkins; Norma Jean Smith,)
individually and as Trustee of the Smith Family)
Revocable Trust Dated May 1, 2018; Richard)
Bagby and Tracy Bagby, husband and wife;)
Benjaman D. Adkison and Kelli J. Adkison,)
husband and wife; Phyllis A. Cooney, as Trustee)
of the Phyllis A. Cooney Trust U/A dated)
September 22, 1995; John C. Eklund, Jr, as)
Trustee of the John C. Eklund Revocable Trust)
UA April 25, 2011; Suzanne Lee Eklund, as)

Civil Action No. 19-CV-243-F

Trustee of the Suzanne Lee Eklund Revocable)
Trust UA April 25, 2011; Justin W. Miller and)
Brandi J. Miller, husband and wife; Val D.)
Eklund and Sharron R. Eklund, husband and)
wife; Mina Bayne; Karen Leslie Bryant,)
individually and as Trustee of the Karen Bryant)
Living Trust dated September 22, 2017; John K.)
Marquardt, as Trustee of the John K. Marquardt)
Revocable Trust U/A dated 5/1/08; Gust of)
Wind, LLC, a Nebraska limited liability)
company; Party Vikings LLC, a Colorado)
limited liability company; J&L Lerwick)
Limited Partnership; and Julie Jayne Goyen.)
Plaintiffs,)
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vs.)
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Occidental Petroleum Corporation;)
Anadarko Petroleum Corporation; Anadarko)
E&P Onshore, LLC; Anadarko Oil & Gas 5,)
LLC; Anadarko Land Corp.,)
Defendants.)
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SECOND AMENDED CLASS COMPLAINT FOR VIOLATIONS OF: SHERMAN ANTITRUST ACT § 2, 15 U.S.C. § 2; WYOMING STATUTE § 40-4-101; WYOMING CONSTITUTION ARTICLES 1 § 30, 10 § 8; AND WYOMING COMMON LAW OF UNFAIR COMPETITION, MONOPOLIZATION AND MONOPSONIZATION.

For their claims for relief against the defendants, plaintiffs, by and through counsel--- and seeking the establishment of a class to compensate all other similarly situated persons for their damages---bring this action under, *inter alia*, Section 2 of the Sherman Act, 15 U.S.C. § 2, for treble damages and other relief pursuant to Section 4 of the Clayton Act, 15 U.S.C. § 15, state and allege as follows:

I. NATURE OF THE CONTROVERSY

1. Plaintiffs and putative class members are private landowners owning many thousands of surface and mineral acres lying within Laramie County, Wyoming, generally east of Cheyenne, including mineral acres in the overlap of the Niobrara and Codell geological formations in Laramie County.

2. Upon information and belief and on or about April 15, 2019, Defendant Occidental Petroleum Corporation created Baseball Merger Sub 1, Inc. (“Baseball Merger Sub 1”), a newly formed Delaware corporation, as a wholly-owned subsidiary of Occidental Petroleum Corporation. On or about August 8, 2019, Baseball Merger Sub 1---through mesne conveyances---merged with and into Anadarko Petroleum Corporation, a Delaware Corporation, with Anadarko Petroleum Corporation continuing as the surviving entity and as a wholly owned subsidiary of Occidental Petroleum Corporation. Occidental Petroleum Corporation and Anadarko Petroleum Corporation may sometimes be referred to herein collectively as “Anadarko Petroleum Corporation.”

3. This Complaint and proposed class action are brought against Defendants Occidental Petroleum Corporation, Anadarko Petroleum Corporation, and wholly-owned subsidiaries of Anadarko Petroleum Corporation [Anadarko E&P Onshore, LLC (“E&P Onshore”), Anadarko Oil & Gas 5, LLC (“Gas 5”), and Anadarko Land Corp. (“Land Corp.”) (collectively “Anadarko”)]. Anadarko Petroleum Corporation has possessed and maintained a dominant position in the market for leasing of oil and gas mineral rights---as well as in prospecting, exploration, and production of hydrocarbons---in the overlap of the Niobrara and Codell formations in Laramie County, Wyoming, generally east of Cheyenne. Anadarko also caused another entity to be created to assist in its monopoly/monopsony scheme---Anadarko Oil & Gas 1, LLC (“Gas 1”). Anadarko Petroleum Corporation has obtained, maintained and extended its dominance through, among other

things, (a) the acquisition of mineral rights, mostly in the odd-numbered, square mile sections in the relevant market or submarket; (b) the creation of oil and gas leases with non-competitive lease royalties between Anadarko entities; and (c) the filing of applications for drilling permits (APDs), without engaging in any drilling and without an intent to drill, for both odd- and even-numbered sections, including sections or parts of sections owned by plaintiffs and putative class members. The referenced “sections” are those established by the U.S.G.S. Public Land Survey System.

4. To maintain---and in furtherance of---its dominance, Anadarko Petroleum Corporation placed ownership of its mineral rights in the relevant market in Land Corp. and ownership of its APDs in E&P Onshore.

5. From October 1, 2017, through at least April 30, 2020, Anadarko Petroleum Corporation filed with the Wyoming Oil & Gas Conservation Commission (WOGCC) at least 2,208 APDs (including withdrawn, cancelled, and renewed APDs), as well as applications for two-section drilling and spacing units (DSUs), in the relevant market or submarket. Each APD covered not only the odd-numbered section or section part for which Land Corp. held mineral rights, but also at least an adjoining even-numbered section for which Land Corp. had no mineral rights, including those even and odd-numbered sections or sections parts for which plaintiffs and putative class members own mineral rights. For the duration of the APD, each such filed APD reserved to its applicant the as-yet WOGCC-unapproved exclusive right or entitlement to conduct (or not conduct) horizontal oil and gas drilling for approximately two square miles encompassing both odd- and even-numbered sections.

6. Of the 2,208 APDs, 633 expired, 2 were cancelled or denied, and 60 were withdrawn.

7. Anadarko Petroleum Corporation did not undertake the additional actions necessary to secure WOGCC final approval to drill any well.

8. The purpose and effect of Anadarko Petroleum Corporation's APD strategies have been to exclude or impede its competitors from engaging in oil and gas leasing, prospecting, exploration and production in the relevant market or submarket, as well as to impede fair market value leasing of plaintiffs' and putative class members' oil and gas minerals. Also, by reason of its dominance in the relevant market, Anadarko Petroleum Corporation has possessed the power to set lease royalty rates above competitive levels and to exclude competition, resulting in a misallocation of economic resources.

9. This unlawful, willful maintenance and exercise of monopoly and monopsony powers have been accomplished through the execution of oil and gas leases by which Land Corp. has leased its mineral rights for the odd-numbered sections or section parts to E&P Onshore, Gas 1, or Gas 5 at non-competitive royalty rates above 20 percent, and ultimately as high as 30 percent.

10. In the relevant market or submarket and other than for Anadarko Petroleum Corporation, the prevailing and standard royalty rate was approximately between 18 and 20 percent. It was unprofitable or barely profitable for a prospector or developer of oil and gas to pay a lease royalty in excess of the prevailing rate, and certainly unprofitable to pay a lease royalty as high as 30 percent.

11. The potential commercial viability resulting from development of the Niobrara and Codell geological formations in Laramie County was and is recognized by the defendants. In 2014, there was an abrupt and precipitous fall in crude oil prices. That plunge and recovery is reflected in the daily closing price for West Texas Intermediate (NYMEX) Crude Oil ("WTI Daily Price") displayed below (Figure 1), bottoming in 2016 and then recovering in the ensuing four years. But it also reflects the truly precipitous decline in pandemic-era crude oil prices that diminished future chance (for a long period) to have genuine opportunity for leasing. It is, thus, a

graphical demonstration of the defendants' unlawful misconduct in response to the recovery in 2016 and the crippling future impact of that misconduct. The mineral owners would have had the ability in 2016 or thereafter to lease. Anadarko Petroleum Corporation quashed that opportunity by its misconduct. Moreover, the crude oil price drop in 2020 extended the lessors' financial damage because the mineral owners have little reasonable chance in the next years to lease---leasing that was enlivened in 2016 before Anadarko Petroleum Corporation launched its royalty and APD schemes:



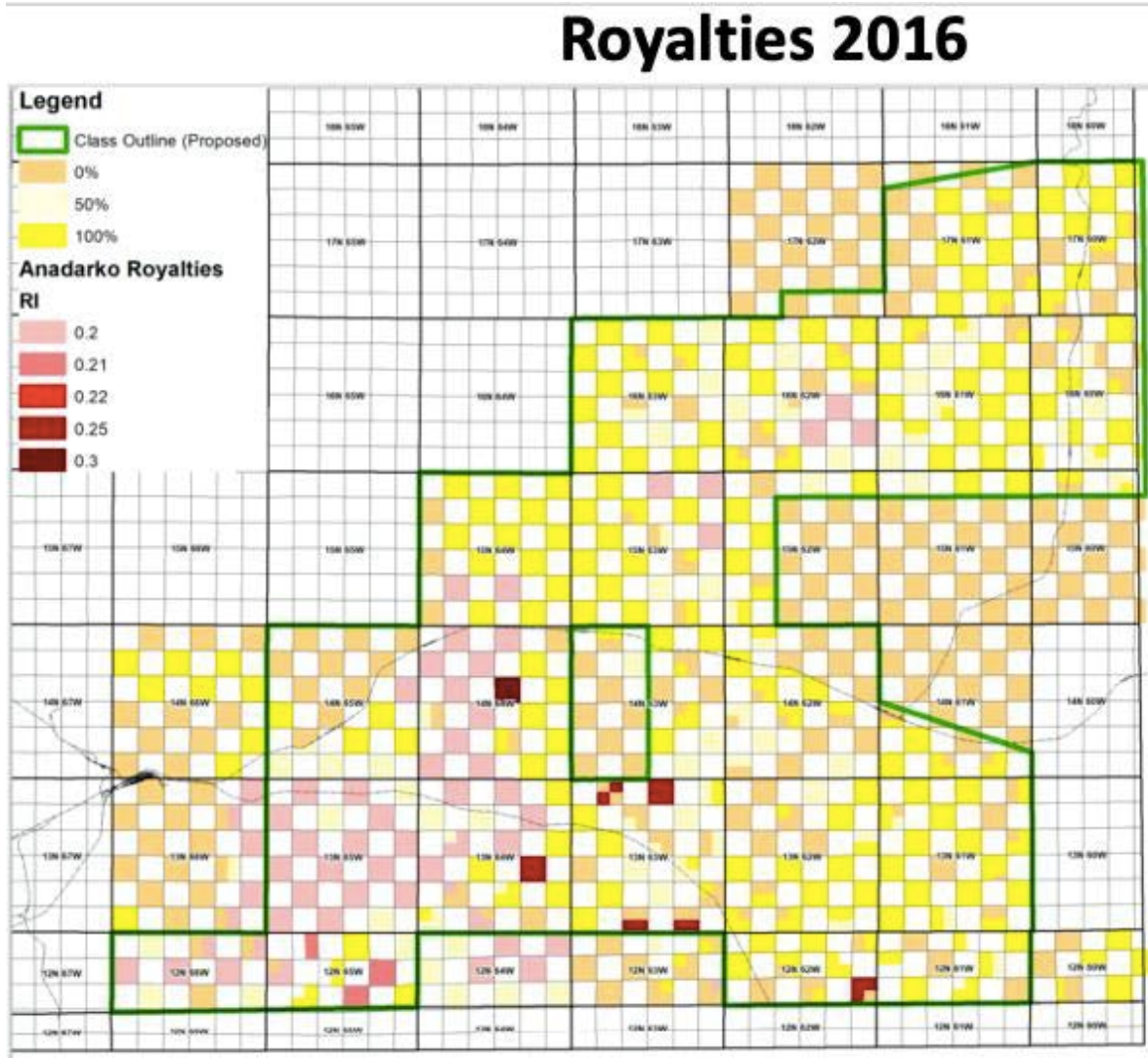
(Figure 1)

It is that recovery that must have gained Anadarko's attention because—with recovery came the hope of mineral owners that they could lease their minerals and benefit from the significant increase in crude oil prices. Anadarko responded---and the response is graphically demonstrated in Figures 2 through 5 below. The little red squares reflect leases with a 30% royalty rate, a rate unheard of in the industry but exceedingly effective for Anadarko. As can be seen, the occasional

red squares became a sea of red as the Figures progressed from 2016 (Figure 2) to 2020 (Figure 5). The effort was launched--and was brutally effective. In 2016, as the WTI Daily Price approached \$50 per barrel, that increase in price, together with the WOGCC's acceptance of 1,280 acre DSUs, made oil and gas industry participants, including brokers, small Wyoming exploration companies, national exploration companies and major companies, examine the possible development of oil and gas plays in Wyoming such as the Niobrara and Codell formations in Laramie County. One of the foremost factors in assessing the economic feasibility of a prospect was the royalty burden that would be placed upon any prospect. Historically, in Wyoming, an economic ceiling for economic feasibility of oil and gas development was an overall 20% royalty burden, leaving the working interests with a net revenue interest of 80%. If the royalty burden for a significant number of the mineral acres exceeded 20%, oil and gas industry participants would prudently consider the likelihood whether infrastructure could economically be put in place to transport oil and gas produced from the development. That, together with other considerations, could be accommodated with a 20% royalty burden.

12. Land Corp.'s ownership of extensive minerals in the Union Pacific checkerboard grant was well-known to those studying the potential oil and gas development prospects in Laramie County. During and before 2016, E&P Onshore (in its own name or through Anadarko Oil & Gas 1, LLC ("Gas 1")) made and recorded leases with Land Corp. reflecting Land Corp.'s charging of a 20% royalty for its minerals. Although on the high end, Land Corp.'s goal coincided with competitive royalty rates in the industry and as found in Laramie County, Wyoming. Any prospective industry participant in 2016 would have determined the vast majority of Land Corp.'s mineral acres were at the historical royalty maximum but still not economically prohibitive. A map of the status of Land Corp.'s royalty rates in eastern Laramie County (Figure 2) based upon

recorded filings would have reflected those economic factors---with only a smattering of red squares to impede leasing and development:

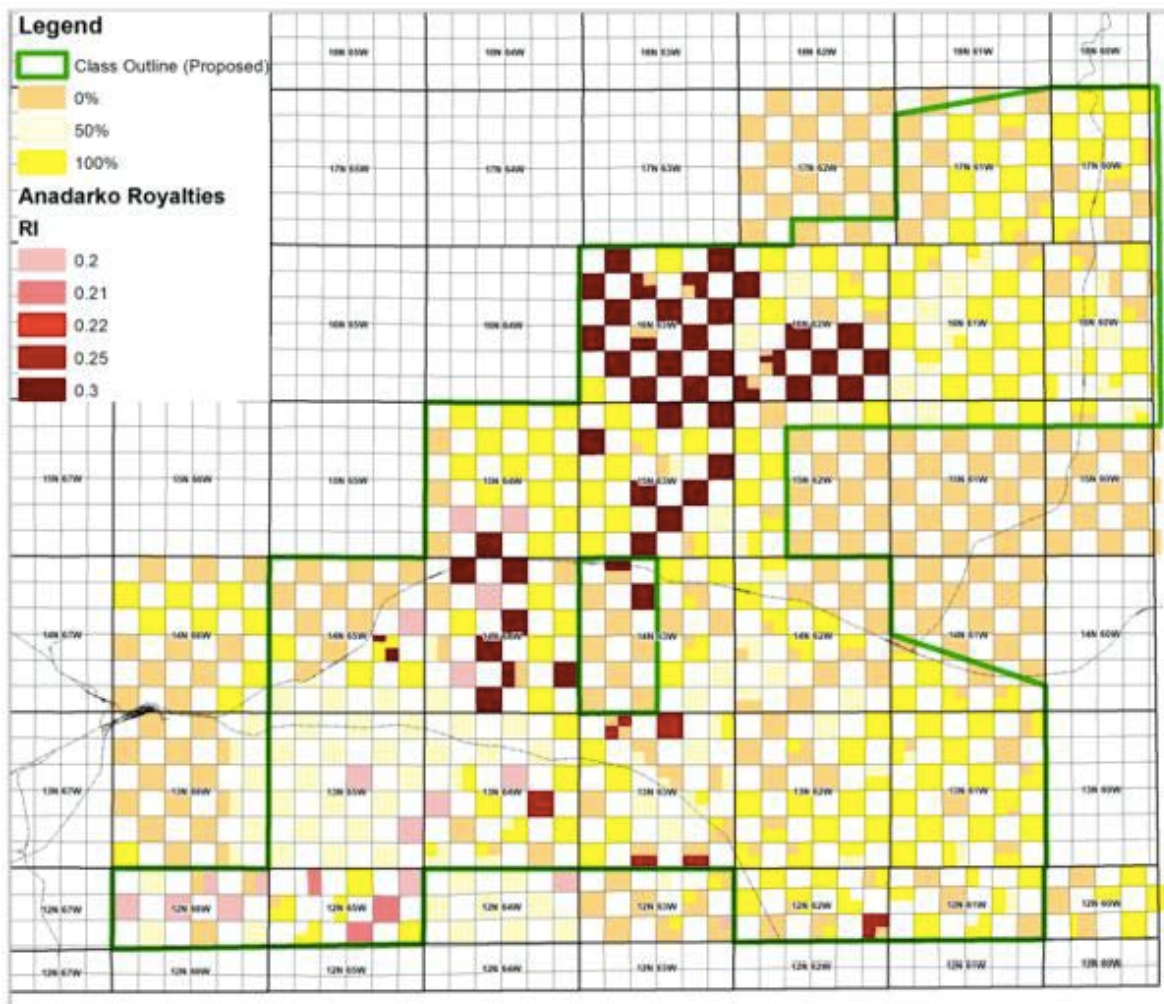


(Figure 2)

13. In 2017, oil and gas industry participants other than the defendants began development efforts in areas within eastern Laramie County in which Land Corp.'s minerals did not predominate. In the face of that development, Land Corp. began---in earnest, for improper purpose, and with devastating effect---leasing to E&P, Gas 1, and Gas 5 with royalties of 30% for its minerals around or adjacent to the development efforts undertaken by other oil and gas

companies. With Land Corp.’s non-competitive royalty rates, other prospective developers could only seek lesser royalty burdens from plaintiffs and other putative members of the class in order to proceed with an economical development. By the end of 2017, as reflected in the map below, Land Corp.’s royalties exceeding 30% were becoming pervasive and clearly demonstrated the defendants’ ability, power, and intent to impede selective development by other operators:

Royalties 2017

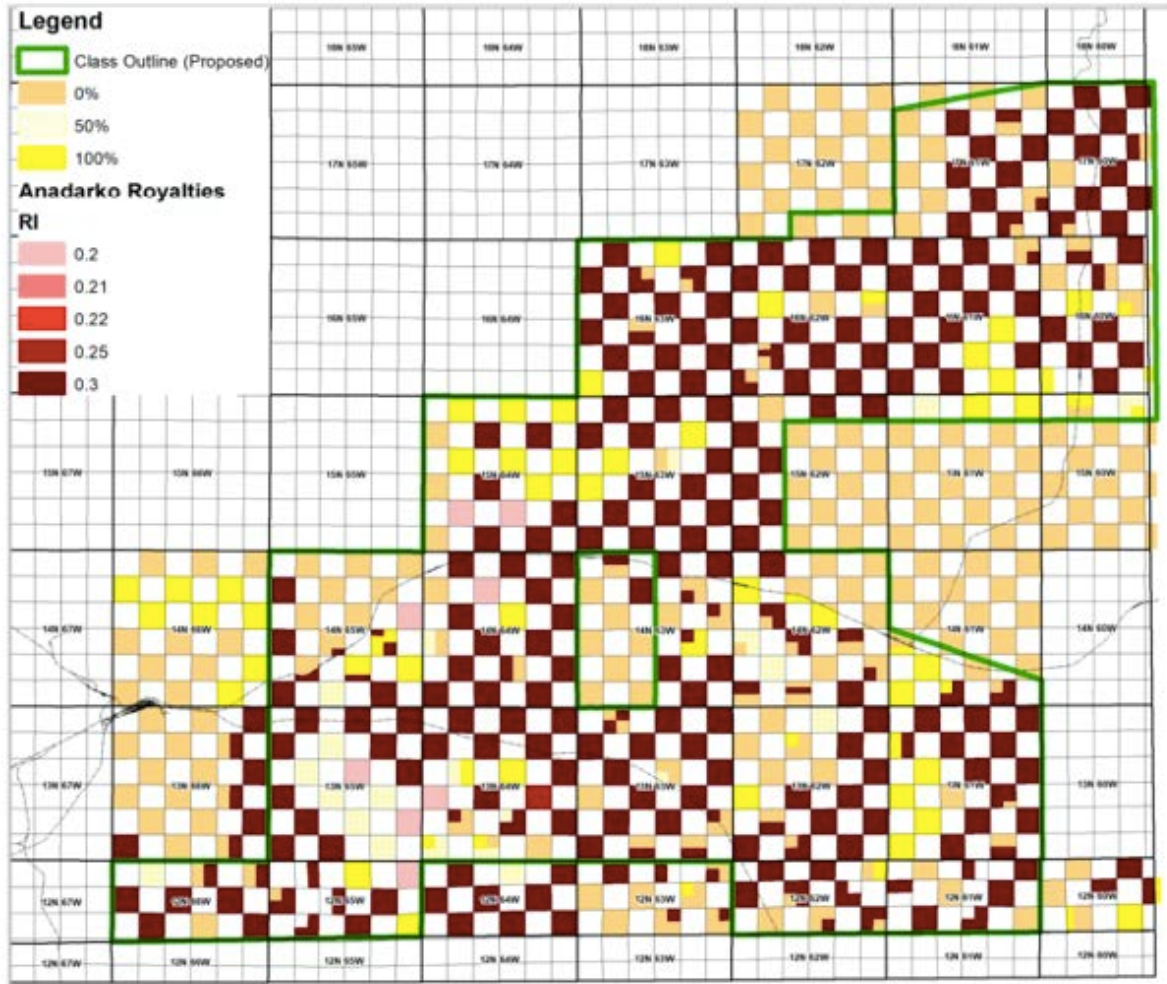


(Figure 3)

14. In 2018, the E&P Onshore, Gas 5, and Land Corp. made clear by their lease filings that they would not permit development in eastern Laramie County. In that year, they filed over

250 leases requiring a 30% royalty rate. The areas in eastern Laramie County that the defendants were economically foreclosing from development exploded as shown below:

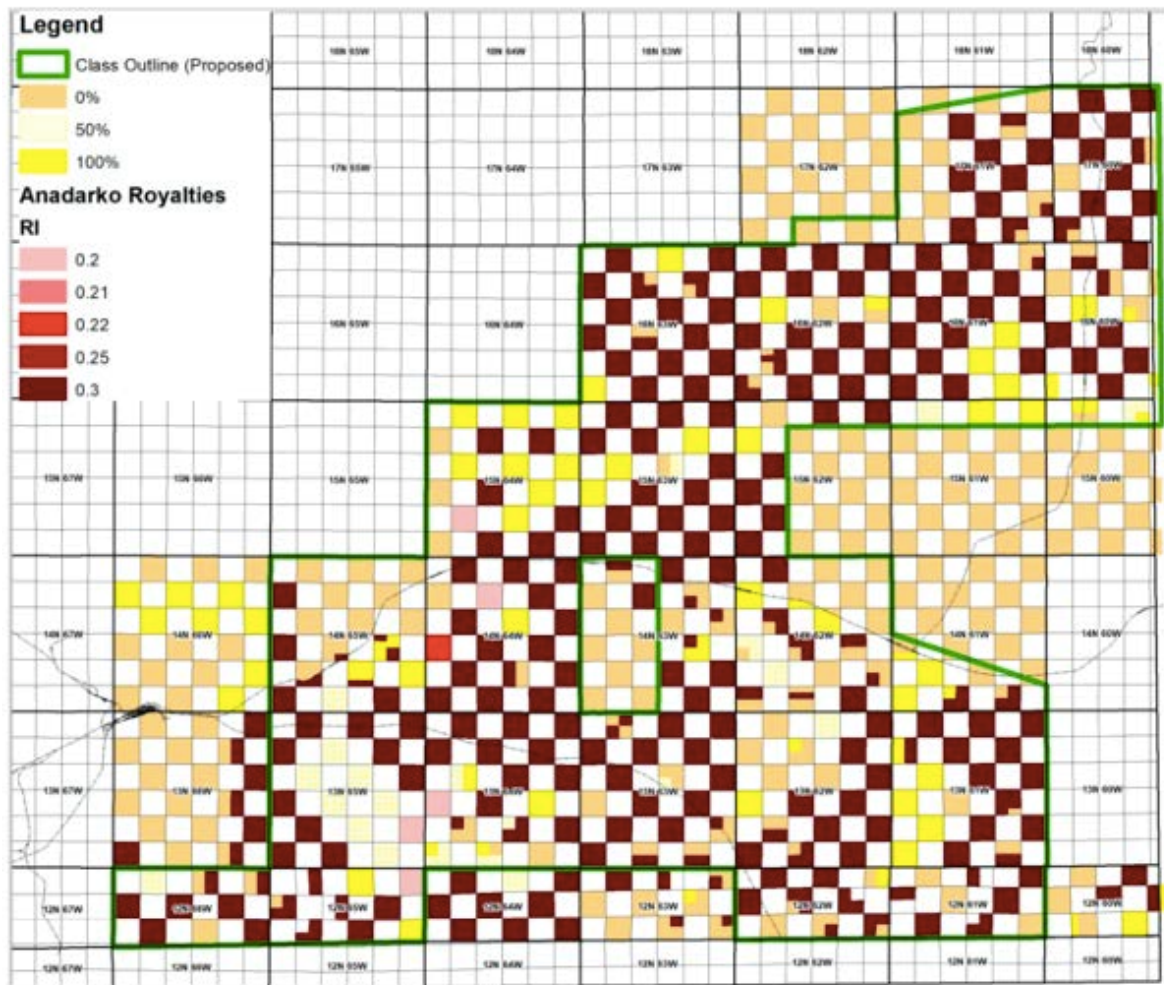
Royalties 2018



(Figure 4)

In the following years, the defendants filed a few more leases requiring a 30% royalty, as needed to complete their plan to stop development in eastern Laramie County.

Royalties 2020



(Figure 5)

15. Starting on approximately July 1, 2016, and continuing through October 19, 2020 (the “Class Period”), Anadarko Petroleum Corporation’s purpose was, and the effects of this stratagem are and have been, to prevent or deter the fair market value leasing of plaintiffs’ and other putative class members’ minerals to prospectors, potential competitors, or competitors of Anadarko Petroleum Corporation.

16. There is no valid, good faith, rational business or efficiency justification for the stratagems employed by Anadarko Petroleum Corporation. Anadarko Petroleum Corporation has

adopted them to exclude competition and to impede fair market value leasing of the minerals in the even and select odd-numbered sections, including those oil and gas minerals owned by plaintiffs and other putative class members, delaying and deterring prospecting and development of the hydrocarbon minerals in the overlap of the Niobrara and Codell formations in Laramie County, generally east of Cheyenne.

17. By reason of Anadarko Petroleum Corporation's unlawful, willful maintenance and exercise of monopoly and monopsony powers, described in the foregoing paragraphs, plaintiffs and other putative class members have been injured in their business and property by the loss of lease royalties and loss of lease bonus payments that they otherwise would likely have received.

18. Plaintiffs are informed and believe, and therefore allege, that Anadarko Petroleum Corporation has now capitalized its dominant position in eastern Laramie County by selling its mineral, leasehold, and APD/DSU rights in the relevant market at a bidder's premium to affiliates of Orion Mine Finance Group (Orion), a venture capital investment management company, including Cowboy Land LLC and Sweetwater Trona HoldCo LLC. Plaintiffs are informed and believe, and on that basis allege, that Anadarko Petroleum Corporation consummated the sale of most if not all of its mineral, leasehold, and oil-gas APD/DSU rights in the overlap of the Niobrara and Codell formations in eastern Laramie County on or about October 19, 2020. Plaintiffs are informed and believe, and thereon further allege, that as part of the sale *and after the commencement of this suit*, defendants reduced to twenty (20) percent the royalty on all Laramie County conveyed leases previously bearing royalty rates in excess of twenty (20) percent before conveying those leases to Cowboy Land LLC. But assuming that defendants have no existing or contemplated arrangements of any kind with Orion or others to reacquire the relevant mineral, leasehold, and oil-gas drilling rights, the consummation of this sale demarks the end date of

defendants' monopolistic/monopsonistic conduct in the relevant market or submarket, though not the end date of the detrimental effects of that unlawful conduct.

19. Plaintiffs therefore seek damages for such loss and injury to their business and property as the jury shall find, trebled as required by law. Plaintiffs seek the costs of suit, including a reasonable attorney's fee, all as provided by Section 4 of the Clayton Act, 15 U.S.C. § 15. Plaintiffs also seek damages under Wyoming statutory and common law as set forth hereafter.

II. JURISDICTION

20. Plaintiffs bring this antitrust action pursuant to Section 4 of the Clayton Act, 15 U.S.C. § 15 (a) to recover damages and their cost of suit, including a reasonable attorneys' fee, and (b) for such other relief as is afforded under the laws of the United States for defendants' violations of Section 2 of the Sherman Act, 15 U.S.C. § 2. This Court has subject matter jurisdiction of this action for violation of the antitrust laws of the United States pursuant to 28 U.S.C. §§ 1331, 1337 and 15 U.S.C. § 15. This Court has supplemental jurisdiction over non-federal claims asserted herein under 28 U.S.C. § 1367(a), in that such claims form part of the same case or controversy as plaintiffs' and putative class members' federal claims.

III. PARTIES

21. Plaintiffs and putative class members are nongovernmental landowners owning many thousands of surface and mineral acres lying within various areas of Laramie County, Wyoming and generally being east of Cheyenne. As a result of defendants' action, each of the plaintiffs and the putative class member have suffered antitrust injury.

22. Plaintiffs Dennis A. Black and Karen Black, husband and wife, as tenants by the entirety, are residents of Laramie County, Wyoming, and are the owners of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in in portions of

Section 6, T13N-R62W, Laramie County, Wyoming. The Blacks' minerals in that section are surrounded by eight sections. In one of those sections---Section 1, T13N-R63W---Land Corp. owns minerals. In 2014, a *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 1 was filed with the Laramie County Clerk. That Memorandum did not disclose the royalty rate that the lessee, Gas 1, was required to pay to Land Corp. Gas 1 was a Delaware limited liability company formed in Delaware and which applied with the Wyoming Secretary of State for authority to do business in Wyoming. The Wyoming Secretary of State authorized Gas 1 to do business in the State of Wyoming. In March of 2015, Gas 1 merged into E&P Onshore, and did not survive the merger. Despite not surviving the merger, Gas 1 continued to do business in Wyoming as Gas 1 after the merger. In February of 2018, a *Memorandum of Oil and Gas Lease* executed between Land Corp. and Gas 5 was filed with the Laramie County Clerk. That Memorandum disclosed the lessee, Gas 5, was required to pay to Land Corp. a 30% royalty. The Blacks' minerals also adjoin Section 31, T14N-R62W. Land Corp. also owns minerals in that section. In 2018, Gas 5 filed with the Laramie County Clerk a *Memorandum of Oil and Gas Lease* it executed with Land Corp. That Memorandum disclosed the royalty rate to be 30%. Gas 5 is not authorized to do business in Wyoming, though it has executed over 150 leases with Land Corp., filed with the Laramie County Clerk. Many of those leases provided for royalties in excess of 20%. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

23. Plaintiff Anita C. Deselms brings suit as Trustee of the Anita C. Deselms Living Trust, which is located in Laramie County, Wyoming, and is an owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of

Section 18, T16N-R61W, Laramie County, Wyoming. The Trust's minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

24. Plaintiff Gross-Wilkinson Ranch, LLC, is a Wyoming limited liability company located in Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 14, T14N-R62W. The Gross-Wilkinson minerals in that section are adversely economically impacted by Land Corp.'s minerals in Section 23, T14N-R62W, that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018.

25. Plaintiff J. Michael Powers brings suit as Trustee of the J. Michael Powers Revocable Trust U/A dated August 10, 1982, as amended, which is located in Laramie County, Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including those found in portions of Section 24, T16N-R61W. The Trust's minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

26. Plaintiffs John G. Williams and Theresa M. Williams, husband and wife, tenants by the entirety, are residents of Albany County, Wyoming, and were until 2019 the owners of oil and gas minerals in the Codell and Niobrara formations, including those found in portions of Section 24, T16N-R61W. In 2019, they conveyed those mineral interests to John Gilbert Williams and Theresa M. Williams, Trustees of the John & Theresa Williams Trust dated July 18, 2019. John Gilbert Williams and Theresa M. Williams bring suit individually and as Trustees of the John & Theresa Williams Trust dated July 18, 2019. The minerals in the Williams' section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

27. Phillip (Brock) Carl Williams, a resident of Olathe, Kansas, brings suit as Trustee of the Williams Family Trust, U/A dated 7/21/14, which is the owner of oil and gas minerals in the Codell and Niobrara formations, including those found in portions of Section 24, T16N-R61W. The Trust's minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

28. Plaintiff Russell I. Williams, Jr., brings suit as Trustee of the Russell I. Williams, Jr. Revocable Trust U/A dated July 27, 1983, which is located in Laramie County, Wyoming, and is

the owner of oil and gas minerals in the Codell and Niobrara formations, including those found in portions of Section 24, T16N-R61W. The Trust's minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

29. Rabou Resources, LLC is a Wyoming limited liability company located at Laramie County, Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 22, T17N-R61W. The Rabou minerals in that section are adversely economically impacted by at least four sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and E&P Onshore or Gas 5, filed in 2018.

30. Plaintiff Jolene M. Simkins is a resident of Laramie County, Wyoming, and is an owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to those found in portions of Section 2, T12N-R62W. Her minerals are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and E&P Onshore or Gas 5, filed in 2018.

31. Plaintiff Norma Jean Smith is a resident of Laramie County, Wyoming, and was the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 22, T13N-R61W. In 2018, she conveyed her interests to Norma

Jean Smith, as the Trustee of the Smith Family Revocable Trust Dated May 1, 2018. Their minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

32. Plaintiffs Richard and Tracy Bagby, husband and wife, tenants by the entirety, are residents of Laramie County, Wyoming, and are the owners of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 22, T13N-R61W. Their minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

33. Plaintiffs Benjamin D. Adkison and Kelli J. Adkison, husband and wife, tenants by the entirety, are residents of Laramie County, Wyoming, and are the owners of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 22, T13N-R61W. Their minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas

in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

34. Phyllis A. Cooney, as Trustee of the Phyllis A. Cooney Trust U/A dated September 22, 1995, which is located in Laramie County, Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 4, T15N-R60W. The Trust's minerals in that section are adversely economically impacted by at least one section in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

35. John C. Eklund, Jr. brings suit as the Trustee of the John C. Eklund Revocable Trust UA April 25, 2011, located in Laramie County, Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 31, T17N-R61W. The Trust's minerals are adversely economically impacted by at least one section in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

36. Suzanne Lee Eklund brings suit as the Trustee of the Suzanne Lee Eklund Revocable Trust U/A April 25, 2011, located in Laramie County, Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in

portions of Section 31, T17N-R61W. The Trust's minerals are adversely economically impacted by at least one sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

37. Plaintiffs Justin W. Miller and Brandi J. Miller, husband and wife, tenants by the entirety, are residents of Laramie County, Wyoming, and are the owners of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in Section 8, T16N-R61W. Their minerals are adversely economically impacted by at least four sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and E&P Onshore or Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

38. Plaintiffs Val D. Eklund and Sharron R. Eklund, husband and wife, tenants by the entirety, are residents of Laramie County, Wyoming, and are the owners of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to those found in portions of Section 32, T17N-R61W. Their minerals are adversely economically impacted by at least two sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and

Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

39. Plaintiff Mina Bayne is a resident of Albany County, Wyoming, and is an owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to those found in portions of Section 34, T17N-R61W. Her minerals are adversely economically impacted by at least four sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

40. Plaintiff Karen Bryant is a resident of Laramie County, Wyoming, and is an owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to those found in portions of Section 34, T17N-R61W. In 2018, she conveyed her interests to Karen Leslie Bryant, Trustee of the Karen Leslie Bryant Living Trust dated September 22, 2017. Her and the Trust's minerals are adversely economically impacted by at least four sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

41. Plaintiff John K. Marquardt brings suit as the Trustee of the John K. Marquardt Revocable Trust U/A dated 5/1/08 located in Laramie County, Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 14, T12N-R60W. The Trust's minerals are adversely economically impacted

by at least one section in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

42. Plaintiff Gust of Wind, LLC is a Nebraska limited liability company, located in Colorado, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 34, T17N-R61W. The minerals in that section are adversely economically impacted by at least four sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

43. Plaintiff Party Vikings, LLC is a Colorado limited liability company, located in Colorado, and is the owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to, those found in portions of Section 12, T15N-R63W. The minerals in that section are adversely economically impacted by at least two sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and E&P Onshore filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

44. Plaintiff J&L Lerwick Limited Partnership is a Wyoming limited partnership, located in Laramie County, Wyoming, and is the owner of oil and gas minerals in the Codell and Niobrara

formations, including, but not limited to, those found in portions of Section 6, T16N-R60W. Its minerals in that section are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and E&P Onshore or Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

45. Plaintiff Julie Jayne Goyen is a resident of Laramie County, Wyoming, and is an owner of oil and gas minerals in the Codell and Niobrara formations, including, but not limited to those found in portions of Section 8, T13N-R61W. Her minerals are adversely economically impacted by at least three sections in which Land Corp. owns minerals that are leased with an anticompetitive royalty rate of 30% set forth in the relevant *Memorandum of Oil and Gas Lease* between Land Corp. and E&P Onshore or Gas 5, filed in 2018. Recognizing the economic viability of the reservoirs of oil and gas in the Codell and Niobrara formations found under this section, Anadarko has sought DSUs and APDs for those reservoirs.

46. Defendant Occidental Petroleum Corporation (“Occidental”) is a Delaware corporation with its principal place of business at Houston, Texas.

47. Defendant Anadarko Petroleum Corporation (“APC”) is a Delaware corporation with its principal place of business at 1201 Lake Robbins Drive, The Woodlands, Texas. It is among the world’s largest independent exploration and production companies, with approximately 1.5 billion barrels of oil equivalent of proved reserves at December 31, 2018. APC owns cash-generating conventional oil developments in the Gulf of Mexico, Algeria, and Ghana, with a large inventory of significant and proven high-growth unconventional resources in the United States

onshore. Its resources in the onshore United States included mostly odd-numbered parcels in the Niobrara and Codell formations in Laramie County, generally east of Cheyenne, Wyoming.

48. Defendant E&P Onshore is a Delaware limited liability company with its principal place of business at The Woodlands, Texas. E&P Onshore is a wholly owned subsidiary of APC and was engaged in oil and gas leasing, exploration and production in, *inter alia*, the Niobrara and Codell formations in Laramie County, generally east of Cheyenne, Wyoming.

49. Defendant Land Corp. is a Nebraska corporation with its principal place of business in The Woodlands, Texas. It is a wholly-owned subsidiary of APC and was engaged in the business of acquiring and holding title to real estate and other interests in real estate, including, *inter alia*, ownership of mineral rights in Laramie County, generally east of Cheyenne, Wyoming.

50. Defendant Anadarko Oil & Gas 5, LLC (or Gas 5)---a Delaware limited liability Company---was and is not authorized to do business in Wyoming. It took leases from Land Corp. for minerals in Laramie County, Wyoming.

51. Plaintiffs are informed and believe, and therefore allege, that Anadarko Petroleum Corporation is the only vertically integrated---midstream and upstream---oil and gas exploration and production company to have competed in the relevant market in this century.

IV. CLASS ALLEGATIONS

52. In the context of this section of the Second Amended Complaint, the following definitions shall apply:

- a. “Governmental Entity” shall mean any federal, state, county, or municipal governmental entity, and any agencies or subdivisions thereof.
- b. “Owners” shall mean all persons, including individuals, estates, trusts, corporations, partnerships, and other business entities having ownership of oil and

gas minerals in the relevant market or submarket set forth below. Owners shall not include any of the following:

- i. Any of the defendants;
 - ii. Any officers, directors or employees of any of the defendants;
 - iii. Any entity in which any defendant has a controlling interest or any affiliate thereof;
 - iv. Any entity controlled by the buyer of defendants' leases or minerals as described in paragraph 18 of this Second Amended Complaint; or
 - v. Any individual, estate, trust, corporation, partnership, or other business entity who has given a valid release concerning the claims asserted in this suit.
- c. "Private Minerals" shall mean those oil and gas minerals in the relevant market or submarket set forth below for which the Owners' interests are provided by the public records of the Clerk and Recorder of Laramie County, Wyoming. For the avoidance of doubt, Private Minerals shall not include oil and gas minerals owned by any of the persons or entities set forth in subsections b.i through b.v above.
- d. "Unleased Minerals" shall mean those Private Minerals that were not under an oil and gas lease to drill and operate wells during the Class Period.
- e. "Class Minerals" shall mean the Unleased Minerals that are in the relevant market or submarket and within the radius of one section from the boundary of any section that has been leased, in part or whole, by any defendant and Land Corp. calling for a royalty rate of thirty percent (30%).

- f. “Lessee” shall have the meaning found in §30-5-304 (a)(i) of the Wyoming Royalty Payment Act.
- g. “Working Interest” shall have the meaning found in §30-5-304 (a)(viii) of the Wyoming Royalty Payment Act.

53. Plaintiffs bring this action on behalf of themselves and will also seek the establishment of a class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following class (the "Class"):

All Owners of Class Minerals during the Class Period but excluding any Owner who, during the Class Period, (i) was a lessee of Class Minerals or (ii) had a Working Interest in any of the Class Minerals other than those costs that might be imposed under the provisions of Wyo. Stat. §30-5-109 as it existed at the beginning of the Class Period or as later amended.

54. Upon information and belief, the Class contains hundreds of members residing in several states, making joinder of all Class member impractical.

55. The motion seeking class certification will propose class representatives whose claims will be typical of the claims of the members of the Class because they, other plaintiffs, and all Class members share the same injury, as they were all damaged by defendants’ actions, which caused them to lose bonuses and royalties that would have come to them.

56. The motion seeking class certification will propose class representatives who will fairly and adequately assert and protect the interests of the Class. Their interests will be coincident with, and not antagonistic to, those of the other members of the Class.

57. Plaintiffs and any prospective class representatives will be represented by experienced and respected counsel in the prosecution of antitrust and class action litigation.

58. There are questions of law and fact which are common to the claims of plaintiffs and the Class, including but not limited to:

- a. The relevant geographic and product markets.
- b. Anadarko Petroleum Corporation's dominance or attempted dominance of the relevant market, or segments of the relevant market, as measured by market shares and other indicia of market power.
- c. The purpose and execution of Anadarko Petroleum Corporation's plan to lease to itself Land Corp.'s minerals with non-competitive royalty rates, primarily in 2017 through 2020.
- d. The purpose and execution of Anadarko Petroleum Corporation's plan to obtain drilling rights to the Class's Unleased Minerals during 2015 through 2020.
- e. Anadarko Petroleum Corporation's lack of intent to drill any wells on its leased and unleased minerals during the Class Period.
- f. The impact of Anadarko Petroleum Corporation's conduct upon other development participants.
- g. The impact of Anadarko Petroleum Corporation's conduct upon individuals and entities which purchase, package or otherwise invest in mineral leases and/or geological information for hydrocarbon minerals in the overlap of the Niobrara and Codell formations in Laramie County.

- h. The impact of Anadarko Petroleum Corporation's conduct upon oil and gas exploration and production companies, other than Anadarko, which purchase hydrocarbon mineral leases in Laramie County and which in some way have sought or seek to develop hydrocarbon minerals in the overlap of the Niobrara and Codell formations in Laramie County.
- i. The actual, probable, and future effect of Anadarko Petroleum Corporation's conduct in preventing leasing of the Class's Unleased Minerals.
- j. The development potential of Land Corp.'s minerals in eastern Laramie County as investigated and assessed by Anadarko Petroleum Corporation as part of its own reserve evaluation.
- k. The lack or existence of a good faith, rational business or efficiency justification for the collusive leases entered into by Anadarko Petroleum Corporation.
- l. Whether Anadarko Petroleum Corporation's lack of intent to drill any wells renders the APDs a sham.
- m. Whether Anadarko Petroleum Corporation's agents, officers, employees, or representatives participated in communications, correspondence, and meetings in furtherance of the alleged anticompetitive conduct, and, if so, whether such agents, officers, employees, or representatives were acting within the scope of their authority and in furtherance of the defendants' business interests.
- n. The duration and extent of the monopoly and/or monopsony, or of the attempted monopoly and/or monopsony.
- o. Whether, and to what extent, the conduct of defendants caused injury to the Class;
and

- p. The appropriate measure and amount of damages to the Class's Unleased Minerals during and after the Class Period.
59. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.
60. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because:
- a. The Class is readily definable and one for which records exist in the files of Laramie County Clerk and the defendants' own records when defendants prepared and submitted DSUs and APDs;
 - b. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would require;
 - c. A class action will remove the risk of inconsistent or varying adjudications that could result from that the prosecution of separate actions by individual members of the Class; and
 - d. Class treatment will permit the adjudication of relatively small claims by many class members who otherwise could not afford to litigate an antitrust claim such as is asserted in this Second Amended Complaint on an individual basis.
61. The class action will present no difficulties of management that would preclude its maintenance as a class action.

V. RELEVANT MARKET OR SUBMARKET AND EFFECT ON COMMERCE

62. The relevant market for purposes of this action is multi-layered. It is geographically

bounded (a) by the reasonably producible oil and gas minerals in the overlap of the Niobrara and Codell geological formations in Laramie County, generally east of Cheyenne, and (b) by the State regulatory regimes governing hydrocarbon minerals unique to each of Wyoming, Colorado, and Nebraska through which these geological formations run. More specifically, a relevant product market or submarket, among others, therein consists of the leasing of such minerals, targeting the oil/gas in these geological formations, during the relevant time period. More specifically, the relevant geographic market or submarket pertains to the reasonably producible oil and gas minerals, and the leasing of those minerals, in the Niobrara and/or Codell geologic formations in Laramie County east of the eastern border boundary of Range 67W, excluding those areas for which the minerals have already been depleted and those areas where leases were held by production at the commencement of the relevant time period. All Class Minerals are situated within the relevant geographic market.

63. At the base of the relevant market or submarket are nongovernmental mineral owners, including but not limited to plaintiffs, the putative class members, and Anadarko Petroleum Corporation, who sell or buy mineral lease mineral rights (“mineral owners”). At the next market or submarket level above the mineral owners are individuals and entities which purchase, package, or otherwise invest in mineral leases and/or geological information---regarding Laramie County hydrocarbon minerals---to maintain for their own portfolio, or to sell to others who may seek a play in, hydrocarbon prospects in the overlap of the Niobrara and/or Codell formations (“prospectors”). At the next market or submarket level above the prospectors are oil and gas exploration and production companies, including but not limited Anadarko Petroleum Corporation, which purchase hydrocarbon mineral leases in Laramie County and which have

sought or seek to develop hydrocarbon minerals in the overlap of the Niobrara and Codell formations in Laramie County (“operators”).

64. The business of oil and gas mineral lease purchase or sale in the relevant market or submarket---as well as the prospecting, exploration and production---occurs in interstate commerce, substantially affects interstate commerce, makes use of instrumentalities and transportation facilities of interstate commerce, and is essential to the effective functioning of interstate commerce. Any unlawful restraint or unlawful dominance, or attempted unlawful dominance, in the business of oil and gas mineral leasing---as well as prospecting, exploration, and production---adversely affects, impedes, and damages interstate commerce.

VI. CONDUCT GIVING RISE TO VIOLATIONS OF LAW

65. Anadarko Petroleum Corporation was the owner of fee mineral interests limited primarily to various odd-numbered sections, lying within the relevant market or submarket. Anadarko acquired these fee mineral interests from the Union Pacific Land Resources Corporation (“Union Pacific”), which acquired them pursuant to the old checkerboard land grants made to foster the building of the “Golden Spike” railroad. To allow the railroad companies to raise additional capital, Congress granted a 400-foot (120 m) right-of-way corridor, lands for additional facilities like sidings and maintenance yards. The railroads, including Union Pacific, were also granted alternate sections of government-owned lands---6,400 acres (2,600 ha) per mile (1.6 km)--for 20 miles (16 km) on *each* side of the track right-of-way, forming a multi-mile checkerboard pattern. The railroad companies were given the odd-numbered mile-square sections while the federal government retained the even-numbered one-mile sections. Unlike an oil and gas leasehold interest, these fee mineral interests were owned by Anadarko Petroleum Corporation in perpetuity, and there was no requirement under Wyoming law that it develop these interests in order to

maintain its rights. Anadarko Petroleum Corporation owned very few mineral interests in even-numbered one-mile sections in Laramie County, Wyoming. Anadarko's fee interests in odd-numbered sections were held by Anadarko's subsidiary, Land Corp.

66. Plaintiffs are informed and believe, and therefore allege, that Anadarko Petroleum Corporation is and has been the dominant private owner of hydrocarbon minerals in the relevant market or submarket at all relevant times and is and has been by far the largest single, nongovernmental owner of hydrocarbon minerals in the relevant market or submarket at all relevant times.

67. Mineral rights in or within the even-numbered one-mile sections, and in select odd numbered one-mile sections, in the relevant market or submarket are owned by plaintiffs and putative class members, as described above, and by others who are not named parties to this action.

68. Laramie County, Wyoming, has seen a surge of oil and gas prospecting and attempted development to capitalize on the growing "Codell-Niobrara" play, which has led to two-mile horizontal oil and gas drilling and some development in the relevant market or submarket. Two-mile horizontal drilling involves obtaining leases of minerals, securing surface use agreements, completing the requisite geological investigation, surveying the potential well sites, filing an APD and obtaining a drilling permit that allows drilling to a certain depth and then horizontal drilling for a distance of approximately two miles, invariably encompassing a DSU consisting of one even-numbered section and one odd-numbered section.

69. Two-mile horizontal drilling has been proven to be economical and profitable in the relevant market or submarket. However, it requires---because an APD and permit extends over one even-numbered and one odd-numbered section---that the holder of the APD or drilling permit own or lease mineral rights in either the odd-numbered or the even-numbered section of a DSU,

including but not limited to even-numbered and select odd-numbered sections owned by Plaintiffs and putative class members. Plaintiffs are informed and believe, and therefore allege, that at all relevant times Anadarko Petroleum Corporation is and has been the dominant purchaser, and dominant potential purchaser, of mineral leases in the relevant market or submarket.

70. At all relevant times, through the willful exercise of its monopoly and/or monopsony powers, Anadarko Petroleum Corporation has largely prevented the leasing of the mineral rights on even-numbered and select odd-numbered sections wholly or partially owned by the plaintiffs and other putative class members.

71. Anadarko Petroleum Corporation accomplished this through the execution of collusive leases between its subsidiaries in the relevant market or submarket---Land Corp., E&P Onshore, Gas 1, and Gas 5. Under these leases, Land Corp. leased its mineral rights for odd-numbered parcels to E&P Onshore, Gas 1, and Gas 5 at non-competitive, unprofitable royalty rates coupled with other terms that are not standard oil and gas lease terms.

72. The prevailing fair-market royalty rate for the lease of mineral rights in the relevant market or submarket usually does not exceed 20 percent.

73. The royalty rate on the collusive leases among Land Corp. and E&P Onshore, Gas 1, and Gas 5 applies only to the odd-numbered sections, inasmuch as Land Corp. has no mineral rights or fee ownership with respect to the even-numbered sections in the relevant market or submarket.

74. There is no valid, good faith, rational business or efficiency justification for the collusive leases entered into by Anadarko Petroleum Corporation. It adopted this control stratagem with the purpose and/or effect of (a) the loss of royalty revenue and loss of bonus revenue to owners of oil and gas minerals in the even-numbered sections (and select odd-numbered

sections) in the relevant market or submarket, including those owned by plaintiffs and putative class members, and (b) the deterrence and delay of development of hydrocarbon minerals by other operators in the relevant market or a submarket.

75. Plaintiffs are informed and believe, and therefore allege, that Anadarko Petroleum Corporation, as the owner of fee mineral oil and gas interests in odd-numbered sections in the relevant market or submarket, and generally commencing in 2017 but primarily in 2018 and thereafter, filed with the WOGCC more than 2,200 APDs for Niobrara- Codell oil and gas wells in the relevant market or submarket, all for approximately two-mile horizontal drilling encompassing both odd-numbered and even-numbered sections, including those owned by plaintiffs and putative class members. These APDs were obtained and held by Anadarko's subsidiary, E&P Onshore.

76. The purpose and effect of Anadarko Petroleum Corporation's filing these APDs have been to enhance and maintain its monopoly and/or monopsony, or attempted monopoly or monopsony, in the relevant market or submarket, in that no or few other oil and gas exploration and production firms would attempt entry or expansion, or could operate profitably as usual, in the relevant market or submarket, in which Anadarko Petroleum Corporation had already set royalty rates above competitive levels to deter or exclude operator competition.

77. In addition, these filed APDs and supplements thereto authorized Anadarko Petroleum Corporation to locate in each odd-numbered and even-numbered section in a permitted DSU the maximum allowable number of horizontal oil and gas wells, if and when it ever got a permit to drill.

78. Anadarko Petroleum Corporation's intent to exclude or deter competition and to

delay and control development in the relevant market or submarket by its dominant conduct is apparent from the following facts, among others, during the relevant time period: (a) Anadarko Petroleum Corporation has not obtained a permit to drill a well, and actually drilled that well to produce gas and oil in Laramie County, since 2013; (b) Anadarko Petroleum Corporation did not operate a drilling rig in Laramie County; (c) Anadarko Petroleum Corporation never attempted to drill a two-mile horizontal well in Laramie County; (d) Anadarko Petroleum Corporation had no firm plans to drill any wells in Laramie County; (e) Anadarko Petroleum Corporation approved no funds for drilling of wells in Laramie County; (f) Anadarko Petroleum Corporation made no attempt to lease mineral rights from any other mineral owners, including plaintiffs and putative class members, since June of 2015; and (g) since July 1, 2016, Anadarko Petroleum Corporation, with very few exceptions, did not complete the process to secure any drilling permits based on its filed APDs in the relevant market or submarket.

79. The exclusionary, anticompetitive effects of Anadarko Petroleum Corporation's dominance and attempted dominance are apparent from the following facts, among others: (a) other operators, as well as industry prospectors, have refrained, with few exceptions, from buying fair market value leases of mineral rights from owners of even-numbered sections or section parts, including but not limited to plaintiffs and putative class members, (b) with few exceptions, other oil and gas exploration and production companies have not sought and bought oil and gas mineral leases from the plaintiffs and putative class members since the operators cannot drill wells because Anadarko Petroleum Corporation tied up most APDs and desirable and permissible locations for wells in the relevant market or submarket.

80. By reason of Anadarko Petroleum Corporation's willful exercise of monopoly or

monopsony power as described in the foregoing paragraphs, plaintiffs and other putative class members have been injured in their business and property by the loss of lease royalties, loss of lease bonuses and loss of realization of the full value of their mineral ownership of even-numbered (and select odd-numbered) sections or parts thereof in the relevant market or submarket during the relevant time period.

81. In addition, Anadarko Petroleum Corporation's conduct has allowed it to capitalize on its monopoly and monopsony positions by selling its minerals, mineral leases and domination rights to Orion.

**VII. COUNT ONE: VIOLATIONS OF LAW, SHERMAN ACT § 2,
MONOPOLY/MONOPSONY**

82. Plaintiffs for themselves and other similarly situated persons hereby re-allege and incorporate by reference the allegations of paragraphs 1-81 hereinabove as if set forth in full herein. Section 2 of the Sherman Act, 15 U.S.C. § 2, makes it illegal to “monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations.” “Monopsonistic practices by buyers are included within the practices prohibited by [Section 2 of] the Sherman Act.” *Campfield v. State Farm Mutual Auto Insurance Co.*, 532 F.3d 1111, 1118 (10th Cir. 2008).

83. The conduct of defendants described in the foregoing paragraphs constitutes unlawful monopolization and/or monopsonization in the relevant market or submarkets in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2, in that Anadarko Petroleum Corporation's anticompetitive conduct has injured the competitive process and deterred and excluded competition in the relevant market or submarkets. Anadarko Petroleum Corporation has engaged in the willful abuse of its dominant powers in order to maintain and/or enhance its dominant

position(s) in the relevant market or submarkets, injuring plaintiffs, putative class members, and others, all without a valid, good faith, pro-competitive business justification or purpose.

84. The conduct of defendants described in the foregoing paragraphs has allowed Anadarko Petroleum Corporation to unlawfully dominate the relevant market or submarkets for its own benefit, delaying and controlling oil and gas development in the relevant market or submarkets for its own corporate purposes, and allowing it to seek and obtain a buyer's premium on the sale of its assets and mineral leases in the relevant market or submarket to the detriment of the plaintiffs and putative class members, and precluding or impeding others from engaging in free and fair competition, all to the detriment of competition and consumer welfare.

85. By reason of the anticompetitive conduct of Anadarko Petroleum Corporation, plaintiffs and putative class members have suffered injury and loss to their business and property and are likely to suffer future additional injury and losses. The damages sustained by plaintiffs and putative class members are in the millions of dollars, in an amount yet to be fully determined, consisting of the loss of lease royalties and loss of lease bonus payments for leasing of plaintiffs' and putative class members' mineral rights.

86. Plaintiffs for themselves and other similarly situated persons therefore seek (a) damages for such loss and injury to their business and property as the jury shall find, trebled as required by law; and (b) their cost of suit, including a reasonable attorney's fee, and (c) prejudgment interest, all as provided by Section 4 of the Clayton Act, 15 U.S.C. § 15.

**VIII. COUNT TWO: SHERMAN ACT § 2, ATTEMPT TO MONOPOLIZE
AND/OR MONOPSONIZE**

87. Plaintiffs hereby re-allege and incorporate by reference the allegations of paragraphs 1-86 hereinabove as if set forth in full herein.

88. Alternatively, the conduct of defendants described in the foregoing paragraphs

constitutes an attempt to monopolize and/or to monopsonize the relevant market or submarkets in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2, in that Anadarko Petroleum Corporation has engaged in (a) anticompetitive conduct, (b) with a specific intent to acquire greater dominance, and (c) a dangerous probability of achieving greater dominance in the relevant market or submarkets, having already achieved maintenance and enhancement of its dominance through anticompetitive conduct which has deterred, impeded and excluded competition, all without a valid, good faith, pro-competitive business justification or purpose and all to the detriment of competition and consumer welfare.

89. By reason of defendants' anticompetitive conduct in the relevant market or submarkets, plaintiffs and putative class members have suffered injury and loss to their business and property---and are likely to suffer future additional injury and loss. The damages sustained by plaintiffs and putative class members are in the millions of dollars, in an amount yet to be fully determined, consisting of the loss of lease royalties and loss of bonus payments for leasing of plaintiffs' and putative class members' mineral rights.

90. Plaintiffs and putative class members therefore seek (a) damages for such loss and injury to their business and property as the jury shall find, trebled as required by law, and (b) their cost of suit, including a reasonable attorney's fee, and (c) prejudgment interest, all as provided by Section 4 of the Clayton Act, 15 U.S.C. § 15.

IX. COUNT THREE: VIOLATION OF WYOMING STATUTE § 40-4-101

91. Plaintiffs hereby re-allege and incorporate by reference the allegations of paragraphs 1-90 hereinabove as if set forth in full herein.

92. The conduct of defendants described in the foregoing paragraphs constitutes a

violation of Wyoming Statute § 40-4-101(a)(1) in that Anadarko Petroleum Corporation has made, entered into, formed and become a party to a plan, contract, agreement, and combination to prevent competition and to control or influence production and prices thereof through the acquisition of APDs and the execution of collusive leases misappropriating, converting, and arrogating to itself the value of plaintiffs' and putative class members' mineral rights and ownership of even-numbered (and select odd-numbered) parcels in the relevant market, all without a valid, good faith, pro-competitive business justification or purpose.

93. By reason of defendants' violation of Wyoming Statute § 40-4-101(a)(1), plaintiffs and putative class members have suffered injury and loss to their business and property, and are likely to suffer future additional injury and loss. The damages sustained by plaintiffs and putative class members are in the millions of dollars, in an amount yet to be fully determined, consisting of the loss of lease royalties and bonus payments for leasing of plaintiffs' and putative class members' mineral rights.

94. The defendants' violation of Wyoming Statute § 40-4-101(a)(1) was done willfully and wantonly with the deliberate intent to injure plaintiffs and putative class members, and violate their legal rights, and amounts to outrageous conduct entitling plaintiffs and putative class members to punitive or exemplary damages.

95. Plaintiffs therefore seek (a) damages for such loss and injury to their and putative class members' business and property as the jury shall find, plus punitive or exemplary damages as permitted by law, (b) their cost of suit, and (c) such further and appropriate relief as provided by Wyoming law.

X. COUNT FOUR: VIOLATION OF WYOMING CONSTITUTION

96. Plaintiffs hereby re-allege and incorporate by reference the allegations of paragraphs

1-95 hereinabove as if set forth in full herein.

97. The conduct of defendants described in the foregoing paragraphs constitutes violations of the Wyoming Constitution, Article 1 § 30, which provides that monopolies/monopsonies are contrary to the genius of a free state, and shall not be allowed, and Article 10 § 8, which provides that corporations shall not combine to prevent competition or interfere with the public good and general welfare, in that Anadarko Petroleum Corporation has monopolized/monopsonized or attempted to monopolize/monopsonize the relevant market or submarkets through the acquisition of APDs and the execution of collusive leases misappropriating, converting, and arrogating to itself the value of plaintiffs' and putative class members' mineral rights and ownership of even-numbered (and select odd-numbered) parcels in the relevant market or submarket, all without a valid, good faith, pro-competitive business justification or purpose.

98. By reason of defendants' violation of the Wyoming Constitution Articles 1 § 30 and 10 § 8, plaintiffs and putative class members have suffered injury and loss to their business and property, and are likely to suffer future additional injury and loss. The damages sustained by plaintiffs and putative class members are in the millions of dollars, in an amount yet to be fully determined, consisting of the loss of lease royalties and bonus payments for leasing of plaintiffs' and putative class members' mineral rights.

99. The defendants' violation of the Wyoming Constitution Articles 1 § 30 and 10 § 8 was done willfully and wantonly with the deliberate intent to injure plaintiffs and putative class members, and violate their legal rights, and amounts to outrageous conduct entitling plaintiffs and putative class members to punitive or exemplary damages.

100. Plaintiffs therefore seek (a) damages for such loss and injury to their business and

property as the jury shall find, plus punitive or exemplary damages as permitted by law, (bc) their cost of suit, and (c) such further and appropriate relief as provided by Wyoming law.

**XI. COUNT FIVE: VIOLATION OF WYOMING COMMON LAW,
MONOPOLY/MONOPSONY**

101. Plaintiffs hereby re-allege and incorporate by reference the allegations of paragraphs 1-100 hereinabove as if set forth in full herein.

102. Plaintiffs therefore seek (a) damages for such loss and injury to their business and property as the jury shall find, plus punitive or exemplary damages as permitted by law, (b) their cost of suit, and (c) such further and appropriate relief as provided by Wyoming law.

103. The conduct of defendants described in the foregoing paragraphs constitutes a violation of Wyoming common law of monopoly/monopsony and restraints of trade in that Anadarko has monopolized/monopsonized or attempted to monopolize/monopsonize and unreasonably restrain trade in the relevant market or submarkets through the acquisition of APDs and the execution of collusive leases misappropriating, converting, and arrogating to itself the value of plaintiffs' and putative class members' mineral rights and ownership of even-numbered (and select odd-numbered) parcels in the relevant market or submarkets, all without a valid, good faith, pro-competitive business justification or purpose.

104. In addition, the conduct of defendants described in the foregoing paragraphs has allowed Anadarko to monopolize and/or monopsonize the relevant market or submarkets to its own benefit by allowing it to seek and obtain a buyer's premium on the sale of its assets and mineral leases in the relevant market or submarkets to the detriments of the plaintiffs and putative class member and competitors.

105. By reason of defendants' violation of Wyoming common law of

monopoly/monopsony and restraints of trade, plaintiffs and putative class members have suffered injury and loss to their business and property, and are likely to suffer future additional injury and loss. The damages sustained by plaintiffs and putative class members are in the millions of dollars, in an amount yet to be fully determined, consisting of the loss of lease royalties and bonus payments for leasing of plaintiffs' and putative class members' mineral rights.

106. The defendants' violation of Wyoming common law of monopoly/monopsony and restraints of trade was done willfully and wantonly with the deliberate intent to injure plaintiffs and putative class member and violate their legal rights, and amounts to outrageous conduct entitling plaintiffs and putative class members to punitive or exemplary damages.

107. Plaintiffs therefore seek (a) damages for such loss and injury to their business and property as the jury shall find, plus punitive or exemplary damages as permitted by law, (b) their cost of suit, and (c) such further and appropriate relief as provided by Wyoming law.

XII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for and demand the following relief:

A. That the jury shall find and the Court shall adjudge and decree that the defendants have committed the violations of law alleged in Counts One through Five hereinabove;

B. That the Court enter judgment for plaintiffs and the Class in such amount of damages as the jury shall find as a result of defendants' violation of Section 2 of the Sherman Act, 15 U.S.C. §2, trebled, together with their costs of suit, including a reasonable attorney's fee, plus prejudgment interest as allowed by Section 4 of the Clayton Act, 15 U.S.C. § 15;

C. That the Court enter judgment for plaintiffs and the Class in such amount of actual and future damages as the jury shall find as a result of defendants' violation of Wyoming Statute § 40-

4-101, Wyoming Constitution Article 1 § 30, and/or Wyoming common law of monopoly and restraint of trade;

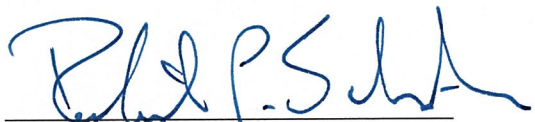
D. That the Court enter judgment for plaintiffs and the Class in such amount of punitive or exemplary damages as the jury shall find as a result of defendants' violation of Wyoming Statute § 40-4-101, Wyoming Constitution Articles 1 § 30 and 10 § 8, and/or Wyoming common law of monopoly/monopsony and restraint of trade;

E. That the Court order and enter judgment that plaintiffs and the Class shall recover pre-judgment and post-judgment interest on any and all damage judgments entered herein as provided by law;

F. That the Court award plaintiffs and the Class their costs and disbursements as provided by law; and

G. That plaintiffs and the Class have such other and further relief as is just and available pursuant to law.

Dated: August 24, 2021.

By: 

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DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand that all issues regarding all claims for relief above be tried by a jury.

Dated: August 24, 2021.

By: 
Robert P. Schuster