

## Chronological Chart of Cases on “Exculpatory Clauses”

Case	Applicable Form <sup>1</sup>	Governing Law	Non-Operator’s Claim	View Adopted <sup>2</sup>
<i>Stine v. Marathon Oil Co.</i> 976 F.2d 254 (5th Cir. 1992)	1977 or 1982	TX	Breach of duty as to testing, and tortious interference	Broad
<i>Amoco Rocmount Co. v. The Anschutz Corp.</i> , 7 F.3d 909 (10th Cir. 1993)	1982	CO	Failure to share proceeds	Narrow
<i>Abraxas Petroleum v. Hornburg</i> , 20 S.W.3d 741 (Tex. App. El Paso 2000)	1977 or 1982	TX	Violation of “subsequent operations clause” of OA	Narrow
<i>Cone v. Fagadau Energy Corp.</i> , 68 S.W.3d 147 (Tex. App. Eastland 2001)	1982	TX	Improper assessment of costs	Narrow
<i>IP Petroleum Co., Inc. v. Wevanco Energy, LLC</i> , 116 S.W.3d 888 (Tex. App. Houston [1st Dist.] 2003)	1977 or 1982	TX	Failure to drill deeper	Narrow
<i>Palace Exploration Co. v. Petroleum Dev. Co.</i> , 316 F.3d 1110 (10th Cir. 2003)	1977 or 1982	OK	Moving of well location without notice or approval	Broad
<i>Matrix Prod. Co. v. Ricks Expl. Inc.</i> , 102 P.3d 1285 (Ct. App. N.M. 2004)	1977 or 1982	NM	Failure to provide notice	Broad
<i>Castle Texas Production Ltd. v. Long Trusts</i> , 134 S.W.3d 267 (Tex. App. Tyler 2003)	1977 or 1982	TX	Conversion of share of production	Narrow
<i>Shell Rocky Mountain Production, LLC v. Ultra Resources</i> , 415 F.3d 1158 (10th Cir. 2005)	1977 or 1982	WY	Excessive drilling and operations costs	Narrow
<i>Forest Oil Corp. v. Union Oil Co.</i> , 2006 WL 905345 (D. Alaska Apr. 7, 2006)	Unspecified	AK	Disposal costs for NORM	Narrow
<i>PYR Energy Corp. v. Samson Resources Co.</i> , 2007 WL 106169 (E.D. Texas Jan. 10, 2007)	1977 or 1982	TX	Pooling without authority	Broad
<i>Chesapeake Operating, Inc. v. Sanchez Oil &amp; Gas Corp.</i> , 2012 WL 2133554 (S.D. Tex. June 12, 2012)	1977 or 1982	LA	Failure to pay JIBs	Broad
<i>Reeder v. Wood County Energy, LLC</i> , 395 S.W.3d 789 (Tex. 2012)	1989	TX	Illegal production, concealment	Broad
<i>MDU Barnett Ltd. P’ship v. Chesapeake Expl. Ltd. P’ship</i> , 2014 WL 585740 (S.D. Tex. Feb. 14, 2014)	1982	TX	Failure to provide accurate information or data	Narrow
<i>Shell Offshore Inc. v. ENI Petroleum USA LLC</i> , 2017 WL 4226154 (E.D. La. Sept. 21, 2017)	Not a Model Form (offshore)	LA	Failure to seek approval, competitive bidding, financial disclosure	Narrow

1 Cases do not always identify the Model Form involved.

2 “Narrow” means that the clause is held applicable to only claims resulting from physical activities associated with operations conducted under the operating agreement, but not to breach of contract claims. “Broad” means that the clause is held applicable to both claims resulting from breaches of contract as well as physical activities.

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