



July 2, 2009

Mr. J. Scott McLain
Reed, McLain & Guerrero, LLP
3900 N. 10th Street, Suite 850
McAllen, Texas 78501

CERTIFIED MAIL-RRR

Mr. Roger S. Braugh, Jr.
Sico, White & Braugh, L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

CERTIFIED MAIL-RRR

Mr. Giancarlo Nisimblat
Nisimblat & Basart
301 E. 3rd Street
Alice, Texas 78333

CERTIFIED MAIL-RRR

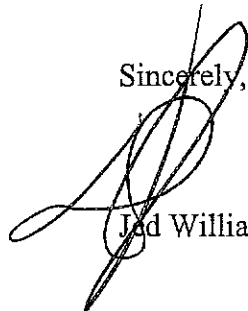
Re: *Coronado Energy E&P Company, L.L.C. v. McGill Ranch, Ltd., Stephen Burns, Jr. and Elizabeth Burns*; Cause No. 08-06-47106-CV; In the 79th District Court of Jim Wells County, Texas
CLMS No.: L08-171809

Dear Counsel:

Enclosed are copies of the following:

1. Plaintiff Coronado Energy E&P Company, LLC.'s Supplemental Responses to Defendant Elizabeth Burns' Request for Disclosure;
2. Plaintiff Coronado Energy E&P Company, LLC.'s First Supplemental Responses to Defendant Elizabeth Burns' First Set of Interrogatories and Requests for Production.

Sincerely,


J. Williams

DJW:rmc
Enclosures
Cc:
Mr. J. Michael Guerra
P. O. Box 1968
1600 E. Main, Suite 227
Alice, Texas 78333

CERTIFIED MAIL-RRR

JUL 02 2009
me.



Mr. Daniel G. Rios
Law Offices of Daniel G. Rios, P.C.
323 Nolana
McAllen, Texas 78504



COPY

July 2, 2009

Mr. R. David Guerrero
District Clerk
Jim Wells County
200 N. Almond
P.O. Drawer 2219
Alice, Texas 78333

CERTIFIED MAIL-RRR

Re: *Coronado Energy E&P Company, L.L.C. v. McGill Ranch, Ltd., Stephen Burns, Jr. and Elizabeth Burns*; Cause No. 08-06-47106-CV; In the 79th District Court of Jim Wells County, Texas

Dear Mr. Guerrero:

Enclosed for filing is the following:

1. Plaintiff's Motion for Extension of Discovery Deadline; and
2. Civil Case Setting Request Form.

Upon filing the original, please file-stamp the enclosed copy and return it to me in the envelope provided.

Will you please set this Motion for hearing by the Court on July 27, 2009 which we understand to be the first available hearing date. I have enclosed a Civil Case Setting Request Form.

Should you require anything further, please do not hesitate to call. As always, thank you for your assistance in this regard.

Sincerely,

Patrick K. Sheehan

PKS:rmc
Enclosures

JUL 06 2009



Cc:

Mr. Daniel G. Rios
Law Office of Daniel G. Rios, PC
323 Nolana
McAllen, TX 78504

Mr. Roger S. Braugh, Jr.
Sico, White & Braugh, L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

CERTIFIED MAIL-RRR

Mr. Giancarlo Nisimblat
Nisimblat & Basart
301 E. 3rd Street
Alice, Texas 78333

CERTIFIED MAIL-RRR

Mr. J. Scott McLain
Reed, McLain & Guerrero, LLP
3900 N. 10th Street, Suite 850
McAllen, Texas 78501

CERTIFIED MAIL-RRR

Mr. J. Michael Guerra
P.O. Box 1968
1500 E. Main, Suite 227
Alice, Texas 78333

CERTIFIED MAIL-RRR

CORONADO ENERGY E&P COMPANY, L.L.C., Plaintiff,	§ § § §	IN THE DISTRICT COURT
V.	§	79 th JUDICIAL DISTRICT
MCGILL RANCH, LTD., STEPHEN BURNS, JR. and ELIZABETH BURNS, Defendants.	§ § § §	JIM WELLS COUNTY, TEXAS

PLAINTIFF'S MOTION FOR EXTENSION OF DISCOVERY DEADLINE

Plaintiff Coronado Energy E&P Company, L.L.C. ("Coronado") files this Motion for Extension of Discovery Deadline and would show the Court as follows:

I.

Under the Scheduling Order and Pre-Trial Instructions dated October 29, 2008, the discovery deadline in this case is currently July 6, 2009. Due primarily to scheduling issues with Defendants and their counsel, Plaintiff has been unable to complete discovery and will not be able to complete discovery before the current deadline of July 6, 2009.

II.

Plaintiff has not completed its discovery because it has been unable to obtain depositions from Defendants. Plaintiff's counsel conferred with counsel for the Defendants to obtain dates for Plaintiff to take the Defendants' depositions before the end of the discovery period. When Plaintiff was unable to obtain dates from defense counsel, Plaintiff noticed the depositions for June 23 and 24, 2009. However, these depositions did not take place because Defendants filed Motions to Quash as to the time and date set for the depositions. Plaintiff conferred with defense counsel to obtain new dates to take these depositions; however, defense counsel has not provided

dates for these depositions, despite numerous requests. Plaintiff, therefore, set the Motions to Quash for hearing on June 15, 2009 for the purpose of obtaining deposition dates, but the Court continued this hearing date because counsel for Defendants was unavailable and filed a Motion for Continuance. This hearing date has not been reset and cannot be reset before the close of discovery because the Court does not have available hearing dates until the end of July.

III.

Plaintiff also attempted to schedule a hearing on its Motion for Protective and Confidentiality Order filed on June 1, 2009 before commencing depositions in this case. Plaintiff originally set the Motion for hearing on June 15, 2009. However, this hearing was continued by the Court (at Defendants' request) and cannot be reset before the close of discovery because the Court does not have available hearing dates until the end of July.

IV.

In sum, Plaintiff will be unable to complete discovery before the close of discovery on July 6, 2009 under the current schedule. Plaintiff is entitled to take the depositions of the Defendants and asks the Court to extend the discovery deadline to a date that will allow Plaintiff to take these depositions before trial.

WHEREFORE, Plaintiff prays that the Court grant to Plaintiff the relief requested herein and such other and further relief to which Plaintiff may be entitled.

Respectfully submitted,

Daniel G. Rios
State Bar No. 00784844
LAW OFFICE OF DANIEL G. RIOS, PC
323 Nolana
McAllen, Texas 78504
Tel. (956) 630-9401; Fax (956) 682-0566

HORNBERGER SHEEHAN FULLER & BEITER
INCORPORATED

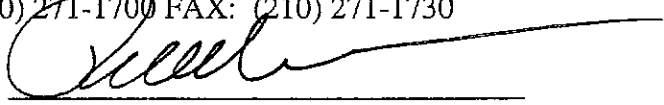
The Quarry Heights Building

7373 Broadway, Suite 300

San Antonio, TX 78209

(210) 271-1700 FAX: (210) 271-1730

By: _____



Kevin M. Beiter

State Bar No. 02059065

Patrick K. Sheehan

State Bar No. 18175500

David W. Navarro

State Bar No. 24027683

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing was forwarded via certified mail, return receipt requested to:

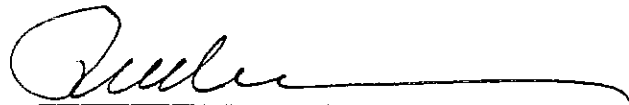
Mr. J. Scott McLain
Reed, McLain & Guerrero, LLP
3900 N. 10th Street, Suite 850
McAllen, Texas 78501

Mr. Roger S. Braugh, Jr.
Sico, White & Braugh, L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

Mr. Giancarlo Nisimblat
Nisimblat & Basart
301 E. 3rd Street
Alice, Texas 78333

Mr. J. Michael Guerra
P.O. Box 1968
1600 E. Main, Suite 227
Alice, Texas 78333

on this 2nd day of July, 2009.



Kevin M. Beiter
Patrick K. Sheehan
David Jed Williams

CIVIL CASE SETTING REQUEST FORM
79TH JUDICIAL DISTRICT COURT

Date: July 2, 2009

Cause Number and Style: Cause No. 08-06-47106-CV; *Coronado Energy E&P Company, L.L.C. v. McGill Ranch, Ltd., Stephen Burns, Jr. and Elizabeth Burns*; In the 79th District Court of Jim Wells County, Texas

Type of Setting Request: Plaintiff's Motion for Extension of Discovery Deadline

Estimated Total Court Time: 10 minutes

Requesting Attorney:

Name: Kevin M. Beiter/Patrick K. Sheehan/David W. Navarro
Party represented: Plaintiff Coronado Energy E&P Company, LLC
Address: Hornberger Sheehan Fuller & Beiter
7373 Broadway, Suite 300
San Antonio, Texas 78209
Telephone No.: (210) 271-1700
Fax No.: (210) 271-1730

Names and addresses of all other Attorneys of Record or unrepresented parties (use additional sheets as necessary):

Name: J. Scott McLain
Party represented: Defendant Virginia Burns
Address: Reed, McLain & Guerrero, LLP
3900 N. 10th Street, Suite 850
McAllen, Texas 78501
Telephone No.: (956) 631-5444
Fax No.: (956) 631-9187

Name: Roger S. Braugh, Jr.
Party represented: Defendant McGill Ranch and Stephen Burns, Jr.
Address: Sico, White & Braugh, L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470
Phone No.: (361) 653-3300
Fax No.: (361) 653-3333

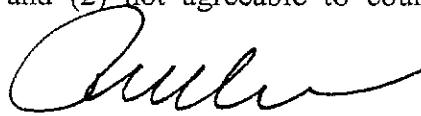
Name: Giancarlo Nisimblat
Party represented: Defendant McGill Ranch and Stephen Burns, Jr.
Address: Nisimblat & Basart
301 E. 3rd Street
Alice, Texas 78333
Phone No.: (361) 664-9974
Fax No.: (361) 664-9991

Name: J. Michael Guerra
Party represented: Defendant McGill Ranch and Stephen Burns, Jr.
Address: P. O. Box 1968
1600 E. Main St., Suite 227
Alice, Texas 78333
Phone No. : (361) 668-7344
Fax No.: (361) 664-6709

Date Requested: July 27, 2009 at 1:30 p.m.

I certify that a copy of this setting request has been delivered to all other parties of record. I further certify that I have consulted with all parties and the above requested date is: (1) agreeable to Counsel for Defendant Elizabeth Burns; and (2) not agreeable to counsel for Defendants McGill Ranch, Ltd. and Stephen Burns, Jr.

Date: July 2, 2009



Patrick K. Sheehan
Requesting Attorney or Party

Mail or fax to: Carol Salinas, Court Manager
P.O. Box 3080
Alice, Texas 78332 Fax No.: (361) 668-8240

HORNBERGER SHEEHAN FULLER
& BEITER INCORPORATED
7373 Broadway, Suite 300
San Antonio, Texas 78209
210/271-1700 Tel.; 210/271-1740 Fax

By: _____

Kevin M. Beiter
State Bar No. 02059065
Patrick K. Sheehan
State Bar No. 18175500
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing document was forwarded via certified mail to:

Mr. J. Scott McLain
Reed, McLain & Guerrero, LLP
3900 N. 10th Street, Suite 850
McAllen, Texas 78501

Mr. Roger S. Braugh, Jr.
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900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

Mr. Giancarlo Nisimblat
Nisimblat & Basart
301 E. 3rd Street
Alice, Texas 78333

Mr. J. Michael Guerra
P.O. Box 1968
1600 E. Main, Suite 227
Alice, Texas 78333

on this 2nd day of July, 2009.

David Jed Williams

**PLAINTIFF CORONADO ENERGY E&P COMPANY, LLC.'S
SUPPLEMENTAL RESPONSES TO
DEFENDANT ELIZABETH BURNS' REQUESTS FOR DISCLOSURE**

- (c) The legal theories and, in general, the factual bases of Defendant's claims or defenses.

SUPPLEMENTAL RESPONSE:

ExxonMobil Corporation ("Exxon") is the successor-in-interest to Humble Oil & Refining Company as the lessee of oil and gas interests from J.C. McGill, Jr. et. al. by Oil, Gas and Mineral Leases dated February 27, 1935 and September 9, 1941 (the "Oil and Gas Leases). Defendant McGill Ranch, Ltd. owns the surface estate covered by these Oil and Gas Leases which is known as the "McGill Ranch."

Exxon and Peoples Energy Production-Texas, L.P. ("Peoples LP") entered into an Exploitation Agreement dated August 31, 2006 under which Peoples LP would conduct drilling operations on the McGill Ranch in an effort to discover oil and gas and would also conduct other operations incidental to the drilling operations and production of discovered hydrocarbons. Peoples changed its name to Coronado and thus Plaintiff Coronado is the operator under the Exploitation Agreement and is thereby entitled to conduct oil and gas drilling and related production operations on the McGill Ranch.

Under the Exploitation Agreement, Plaintiff Coronado must drill and complete new wells on a regular and fast-track schedule. If Plaintiff Coronado fails to meet the schedule under the Exploitation Agreement, then it could lose the right to earn additional acreage under the Exploitation Agreement. Thus, it is vital that Plaintiff Coronado's schedule for the drilling and completion of wells on the McGill Ranch not be interrupted or delayed.

On January 19, 2007, Peoples LP (before it changed its name to Coronado) and certain Defendants entered into an access agreement ("Access Agreement") whereby Defendants agreed to allow Peoples LP's "employees, its contractors, and sub-contractors unlimited access onto the Ranch premises for all purposes" through the McGill Headquarters Gate and the Texaco Gate in exchange for the payment of a monthly fee of \$2,500.00. The parties agreed that "[u]nhindered access to the Ranch by Peoples' employees, its contractors and sub-contractors is critical to the uninterrupted, safe conduct of [Peoples'] operations on the Ranch." All monthly payments due and payable under the Access Agreement have been made. Plaintiff Coronado's uninterrupted access to the McGill Ranch for itself and its employees, contractors and subcontractors is vital to Plaintiff Coronado's ability to drill and complete wells under the schedule necessary to meet the requirements under the Exploitation Agreement.

On November 1, 2006, Peoples LP (before it changed its name to Coronado) and certain Defendants entered into a Receipt and Release Agreement (“Release Agreement”) concerning the Kelsey Central Production Facility constructed on McGill Ranch by Peoples LP whereby Defendants agreed to allow Peoples LP [and its successors and assigns] to conduct “any and all operations, which it may deem advisable in connection with said Facility, including, but not limited to, the right to build and maintain a lease road, laying of flow lines, and to set up and maintain necessary equipment to operate said Facility.” Under the Release Agreement and pursuant to its rights under the Oil and Gas Leases and common law, Plaintiff Coronado is entitled to construct water flow lines upon the McGill Ranch to deliver fresh water to the wells for use in its drilling and production operations.

Under the Access Agreement, Release Agreement, and under the Oil and Gas Leases and common law, Plaintiff Coronado and its employees, contractors, and subcontractors have the right to access the surface of the McGill Ranch to conduct oil and gas drilling, production, and related operations. Defendants have denied Plaintiff Coronado such access to the surface estate by ordering its subcontractor, Alice Southern Equipment, to vacate and thereafter to be banned from the McGill Ranch. On June 18, 2008, at approximately 8:30 p.m., Defendant Elizabeth Burns ordered Alice Southern Equipment (Plaintiff’s subcontractor) to stop pumping and delivering water to the Plaintiff’s wells, to remove its employees from the McGill Ranch and further ordered that Alice Southern Equipment’s employees were banned from the McGill Ranch and could not return.

Defendants’ wrongful acts in denying access to the McGill Ranch constitute a breach of the Access Agreement, the Release Agreement, and wrongful and tortious interference with Plaintiff Coronado’s access rights under the Exploitation Agreement, the Oil and Gas Leases and under the common law.

Defendants have threatened to damage and have actually damaged Plaintiff Coronado’s water flow lines by running over those lines with tractors and shredding the lines. Defendants have also ordered Plaintiff Coronado’s subcontractor, Alice Southern Equipment, to shut off Plaintiff’s water pumps and to have its employees vacate the McGill Ranch and not return. Defendant Stephen Burns, Jr. has been observed running over Plaintiff’s water lines with a tractor/shredder and irreparably damaging the water lines and Defendants and/or their employees have irreparably damaged approximately one mile of pipe worth at least \$20,000. These wrongful acts have disrupted the crucial flow of water to the drilling and production sites and have interrupted or will interrupt or harm Plaintiff Coronado’s drilling and production operations.

Defendants’ (a) wrongful acts in threatening to damage and destroy Plaintiff Coronado’s water flow lines, (b) actually destroying those water lines,

and (c) ordering the water pumps to be turned off constitute a breach of the Release Agreement and wrongful and tortious interference with Plaintiff Coronado's rights under the Exploitation Agreement, the Oil and Gas Leases and the common law.

Defendants' wrongful denial of access to and their interference with Plaintiff's ongoing operations (and the safety concerns created by Defendants' conduct near the well locations) on the McGill Ranch has caused and will continue to cause Plaintiff Coronado to suffer imminent injury and harm that is irreparable and for which no adequate remedy at law exists. Plaintiff Coronado therefore requires injunctive relief to prevent the Defendants from continuing to deny access to the McGill Ranch.

Defendants' conspiracy of and wrongful threats to destroy and damage Plaintiff Coronado's water flow lines, actual destruction of those lines, and orders that the pumps be shut off and that Plaintiff's subcontractor vacate and thereafter be banned from the McGill Ranch, and their conduct near the well site locations of Plaintiff's operations (and the interference, distraction and disruption), has caused and will continue to cause Plaintiff Coronado to suffer imminent injury and harm that is irreparable and for which no adequate remedy at law exists. A supply of fresh water is crucial to the drilling, completion, and fracturing operations that are taking place with respect to the wells. Plaintiff Coronado therefore requires injunctive relief to prevent further harm to its water lines (and water source) or interruption to or interference with its operations (and the safety of such operations) and to prevent the Defendants from further damaging its water flow lines or otherwise interrupt or interfere with the flow of water from the Kelsey Central Production Facility or any other sources of water utilized by Plaintiff Coronado.

Defendants' conspiracy to interfere with Plaintiff's operations and their conduct near the well locations causing safety concerns as well as the banning of certain of Plaintiff Coronado's subcontractors from entering the McGill Ranch disrupts the drilling and well completion activities scheduled for the McGill Ranch thereby causing immediate injury and harm that is irreparable and for which no adequate remedy at law exists.

Defendant Elizabeth Burns has improperly and without authorization gone onto Plaintiff's pad sites during drilling, completion and/or recovery operations. Defendant Elizabeth Burns' unauthorized presence on the pad sites during such times creates a safety hazard for herself, anyone accompanying her, and for Plaintiff Coronado's employees and contractors. It also creates a distraction and disruption and has resulted in work stoppages to Plaintiff Coronado's detriment. These unauthorized actions by Defendant Elizabeth Burns constitute a wrongful and tortious interference with Plaintiff Coronado's rights under the Exploitation Agreement, the Oil and Gas Leases and common law.

Upon final trial, Plaintiff is entitled to a judgment against the Defendants for full, permanent injunctive relief, and for the full amount of Plaintiff Coronado's actual damages including, but not limited to, consequential and/or special damages as found by the trier of fact as a consequence of the Defendants' wrongful conduct, prejudgment interest as provided by law, postjudgment interest as provided by law, and Plaintiff's reasonable and necessary attorneys' fees in prosecuting this claim through trial, and, if necessary, through appeal.

- (d) The amount and any methods of calculating economic damages.

SUPPLEMENTAL RESPONSE:

Plaintiff's economic damages consist of the replacement cost of the poly-line water pipe destroyed by Defendants. The amount of such damage is reflected on the invoice from Alice Southern Equipment, produced to Defendants in discovery under Bates No. CRMG0000173 (\$21,650.00).

- (e) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case.

SUPPLEMENTAL RESPONSE:

Mr. James F. Cohn
Senior Staff Landman
El Paso E&P Management, Inc.
200 S. 10TH Street, Suite 1306
McAllen, Texas 78501
(956) 661-1416

Senior Staff Landman for Plaintiff

Mr. Martin E. Wirth
El Paso E&P Management, Inc.
1001 Louisiana Street
Houston, Texas 77002
(713) 420-3762

Landman for Plaintiff ...

Mr. Roger McMillan
El Paso E&P Management, Inc.
500 N. Shoreline, Suite 500
Corpus Christi, Texas 78471
(361) 887-3931

Production superintendent for Plaintiff

Mr. Nolan Fields
Alice Southern Equipment
P.O. Box 2058
Alice, Texas 78333
(361) 664-3700

Employee of Alice Southern Equipment – supplier of water line to Plaintiff

Mr. Robert Pierce
Alice Southern Equipment
P.O. Box 2058
Alice, Texas 78333
(361) 664-3700

Employee of Alice Southern Equipment – supplier of water line to Plaintiff

Mr. Richard Krest
(361) 813-0981

Completion Consultant for Plaintiff

Ashley K. Schneider
Senior Production Engineer
El Paso E&P Management, Inc.
500 Shoreline, Suite 500
Corpus Christi, Texas 78471
(361) 887-3931

Senior Production Engineer

Mr. Stephen Burns, Jr.
c/o McGill Ranch, Ltd.
P.O. Box 3309
Alice, Texas 78332

Manager of ranch; resident of ranch; Defendant

Ms. Elizabeth Burns
Encino, Texas

Defendant; resident of ranch

Designated representative(s) and/or custodian of records
McGill Ranch, Ltd.
P.O. Box 3309
Alice, Texas 78332

Defendant

Kevin M. Beiter
Patrick K. Sheehan
Hornberger Sheehan Fuller & Beiter, Incorporated
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700

Daniel G. Rios
Law Offices of Daniel G. Rios, PC
123 Nolana
McAllen, Texas 78504
(956) 630-9401

Plaintiff's attorneys with knowledge of attorneys' fees incurred

Mr. Roel Garcia
Drilling Supervisor
El Paso E & P Management, Inc.
c/o 1001 Louisiana
Houston, Texas 77002
(713) 420-2600

Drilling Supervisor for El Paso with knowledge of Elizabeth Burns' activities on the Ranch in and around Plaintiff's drilling pad sites

Mr. Edgar Corona
Mr. Daniel Acevedo
Mr. Ricardo Garcia
Mr. Juan Trevino
Mr. Cesar Torres
Mr. Esiquiel Ochoa
Mr. Gerardo Garza
Mr. Efrain Gomez
Mr. Francisco Meza
Mr. Edgar F. Oviedo
Mr. Ricardo Martinez
Mr. Raul Rios
Mr. Alejandro Anzaldua
Mr. Arvel Cuellar
Mr. Miguel Marquez
Mr. Audilio Arranaga
Mr. Abelardo Hinojosa
Mr. Roberto Flores
Mr. Jaime McDougall Garcia
c/o Nabors Drilling USA, L.P.
3840 E HWY 44
Alice, Texas 78332
(361) 668-1674

Employees of Plaintiff's drilling contractor with knowledge of Elizabeth Burns' activities on the Ranch in and around Plaintiff's drilling pad sites

COPY

CORONADO ENERGY E&P COMPANY, L.L.C., Plaintiff,	§	IN THE DISTRICT COURT
	§	
	§	
V.	§	79 th JUDICIAL DISTRICT
	§	
MCGILL RANCH, LTD., STEPHEN BURNS, JR., and ELIZABETH BURNS, Defendants.	§	
	§	
	§	
	§	JIM WELLS COUNTY, TEXAS

**PLAINTIFF CORONADO ENERGY E&P COMPANY, L.L.C.'S
FIRST SUPPLEMENTAL RESPONSES TO DEFENDANT ELIZABETH BURNS' FIRST
SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION**

Plaintiff CORONADO ENERGY E&P COMPANY, L.L.C. ("Coronado") submits these First Supplemental Responses to Defendant Elizabeth Burns' First Set of Interrogatories and Requests for Production.

Respectfully submitted,

Daniel G. Rios
State Bar No. 00784844
LAW OFFICE OF DANIEL G. RIOS, PC
323 Nolana
McAllen, Texas 78504
Tel. (956) 630-9401; Fax (956) 682-0566

HORNBERGER SHEEHAN FULLER
& BEITER INCORPORATED
7373 Broadway, Suite 300
San Antonio, Texas 78209
210/271-1700 Tel.
210/271-1740 Fax

By: _____

Kevin M. Beiter
State Bar No. 02059065
Patrick K. Sheehan
State Bar No. 18175500
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing document was forwarded via certified mail to:

Mr. J. Scott McLain
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Mr. Roger S. Braugh, Jr.
Sico, White & Braugh, L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

Mr. Giancarlo Nisimblat
Nisimblat & Basart
301 E. 3rd Street
Alice, Texas 78333

Mr. J. Michael Guerra
P.O. Box 1968
1600 E. Main, Suite 227
Alice, Texas 78333

on this 2nd day of July, 2009.

David Jed Williams

**PLAINTIFF CORONADO ENERGY E&P COMPANY, L.L.C.'S
FIRST SUPPLEMENTAL RESPONSES TO
DEFENDANT ELIZABETH BURNS' FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION**

INTERROGATORY NO. 2:

Please provide the name, address, and telephone number of any person who is expected to be called to testify at trial. This interrogatory does not inquire about rebuttal or impeaching witnesses the necessity of whose testimony cannot reasonably be anticipated before trial.

SUPPLEMENTAL RESPONSE

Plaintiff may call the following witnesses to testify at trial:

Mr. James F. Cohn
El Paso E&P Management, Inc.
200 S. 10TH Street, Suite 1306
McAllen, Texas 78501
(956) 661-1416

Mr. Martin E. Wirth
El Paso E&P Management, Inc.
100 Louisiana Street
Houston, Texas 77002
(713) 420-3762

Mr. Roger McMillan
El Paso E&P Management, Inc.
500 N. Shoreline, Suite 500
Corpus Christi, Texas 78471
(361) 887-3931

Patrick K. Sheehan
Hornberger Sheehan Fuller & Beiter, Incorporated
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700

Dan G. Rios
Law Offices of Daniel G. Rios, PC
123 Nolana
McAllen, Texas 78504
(956) 630-9401

Mr. Nolan Fields
Alice Southern Equipment
P.O. Box 2058
Alice, Texas 78333
(361) 664-3700

Mr. Robert Pierce
Alice Southern Equipment
P.O. Box 2058
Alice, Texas 78333
(361) 664-3700

Mr. Richard Krest
(361) 813-0981

Ashley K. Schneider
El Paso E&P Management, Inc.
500 Shoreline, Suite 500
Corpus Christi, Texas 78471
(361) 887-3931

Mr. Roel Garcia
El Paso E & P Management, Inc.
c/o 1001 Louisiana
Houston, TX 77002
(713) 420-2600

Mr. Edgar Corona
Mr. Daniel Acevedo
Mr. Ricardo Garcia
Mr. Juan Trevino
Mr. Cesar Torres
Mr. Esiquiel Ochoa
Mr. Gerardo Garza
Mr. Efrain Gomez
Mr. Francisco Meza
Mr. Edgar F. Oviedo
Mr. Ricardo Martinez
Mr. Raul Rios
Mr. Alejandro Anzaldua
Mr. Arvel Cuellar
Mr. Miguel Marquez
Mr. Audilio Arranaga
Mr. Abelardo Hinojosa

Mr. Roberto Flores
Mr. Jaime McDougall Garcia
c/o Nabors Drilling USA, L.P.
3840 E HWY 44
Alice, Texas 78332
(361) 668-1674

Mr. Stephen Burns, Jr.
c/o McGill Ranch, Ltd.
P.O. Box 3309
Alice, Texas 78332

Ms. Elizabeth Burns
c/o Mr. J. Scott McLain
Reed, McLain & Guerrero, LLP
3900 N. 10th Street, Suite 850
McAllen, Texas 78501

Designated representative(s) and/or custodian of records
McGill Ranch, Ltd.
P.O. Box 3309
Alice, Texas 78332

INTERROGATORY NO. 6:

Please identify all persons who have entered the McGill Ranch to conduct activities on your behalf since January 19, 2007, and for each person provide the following information:

- a. The dates which they entered the McGill Ranch;
- b. The business they conducted on your behalf on the McGill Ranch;
- c. Whether their activities were interfered with or restricted by Elizabeth Burns, and, if so, how.

OBJECTIONS:

Plaintiff objects to this Interrogatory as harassing, overly broad, unduly burdensome, and as outside the scope of permissible discovery obtainable through an interrogatory. Interrogatories "may not be used to require the responding party to marshal all of its available proof or the proof the party intends to offer at trial." TRCP 197.1. This interrogatory violates this rule. Further, such interrogatory asks for information that is

not relevant to the subject matter of this case and is not reasonably calculated to lead to the discovery of admissible evidence.

SUPPLEMENTAL RESPONSE:

Subject to and without waiving the above objections, Plaintiff responds as follows:

See Plaintiff's response to Interrogatory No. 5 and Plaintiff's First Amended Original Petition with regard to how Plaintiff's activities were restricted by Defendant Elizabeth Burns.

In addition, Defendant Elizabeth Burns has interfered in the past and currently interferes with operations by improperly (and without authority) entering onto Plaintiff's pad sites during drilling, completion and/or recovery operations. Defendant Elizabeth Burns' unauthorized presence on the pad sites during such times creates a safety hazard for herself, anyone accompanying her, and for Plaintiff Coronado's employees and contractors. It also creates a distraction and disruption and has resulted in work stoppages to Plaintiff Coronado's detriment. The identity of such persons are as follows:

Mr. Roel Garcia
El Paso E & P Management, Inc.
c/o 1001 Louisiana
Houston, TX 77002
(713) 420-2600

Mr. Edgar Corona
Mr. Daniel Acevedo
Mr. Ricardo Garcia
Mr. Juan Trevino
Mr. Cesar Torres
Mr. Esiquiel Ochoa
Mr. Gerardo Garza
Mr. Efrain Gomez
Mr. Francisco Meza
Mr. Edgar F. Oviedo
Mr. Ricardo Martinez
Mr. Raul Rios
Mr. Alejandro Anzaldua
Mr. Arvel Cuellar
Mr. Miguel Marquez
Mr. Audilio Arranaga
Mr. Abelardo Hinojosa
Mr. Roberto Flores
Mr. Jaime McDougall Garcia
c/o Nabors Drilling USA, L.P.
3840 E HWY 44

Alice, Texas 78332
(361) 668-1674

REQUEST FOR PRODUCTION NO. 2:

Please produce all photographs and video relevant to the allegations in your pleadings, including, without limitation, photographs or video of the alleged damage to the water lines as alleged in your pleadings.

OBJECTIONS:

Plaintiff objects to this Request as overly broad, unduly burdensome, non-specific, and outside the scope of permissible discovery in seeking all “photographs and video relevant to the allegations in [Plaintiff’s] pleadings.” (emphasis added).

SUPPLEMENTAL RESPONSE:

Subject to and without waiving the above objections, Plaintiff directs Defendant to the photographs contained in Plaintiff’s Exhibits 16a – 16kk, introduced at the July 1, 2008 hearing on Plaintiff’s Motion for Temporary Injunction. In addition, Plaintiff directs Defendant to videos, photos and other images and moving pictures as posted or linked to:

- a. Defendant’s Internet web site and blog located at <http://ranholosmalulos.com/> and <http://ranholosmalulos.blogspot.com/>.
- b. Defendant’s Youtube.com Internet website located at <http://www.youtube.com/user/ranholosmalulos>; and
- c. Defendant’s Internet Picasa photo gallery and albums located at <http://picasaweb.google.com/toddyburns/>

In addition, Plaintiff directs Defendant to videos, photos, and other images and moving pictures produced by Defendant to Plaintiff in discovery in this case.

REQUEST FOR PRODUCTION NO. 15:

Please produce all documents that pertain to or support your contention that the defendants irreparably damaged approximately one mile of pipe worth at least \$20,000.

OBJECTIONS:

Plaintiff objects to this Request as overly broad, unduly burdensome, non-specific, and outside the scope of permissible discovery in seeking “all documents that pertain to or support your contention that the defendants irreparably damaged approximately one mile of pipe worth at least \$20,000.” (emphasis added).

SUPPLEMENTAL RESPONSE:

Subject to and without waiving the above objections, Plaintiff directs Defendant to the following documents:

See ASE Invoice previously produced bates labeled CRMG 0000173.

See Affidavit of Jim Cohn dated June 19, 2008, and attached as Exhibit “A” to Plaintiff’s Original Petition and Application for Temporary Restraining Order and Temporary Injunction.

See Affidavit of Nolan Fields dated June 19, 2008, and attached as Exhibit “B” to Plaintiff’s Original Petition and Application for Temporary Restraining Order and Temporary Injunction.

See photographs contained in Plaintiff’s Exhibits 16a – 16kk, introduced at the July 1, 2008 hearing on Plaintiff’s Motion for Temporary Injunction.