Litigation Issues in Area of Mutual Interest ("AMI") Agreements

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Overview: This paper presents several issues that may arise in litigation over Area of Mutual Interest Agreements from the author's perspective in representing both plaintiffs and defendants in several such cases, including most recently as lead counsel for the plaintiff in the case of *Mesa Petroleum Partners LP v. Baytech, et al.* The $145.3 million verdict in the *Mesa* AMI case was the #1 breach of contract verdict in Texas and the 12th largest verdict in the nation in 2016.

This paper is intended to provide an overview of certain topics and to provoke discussion. It is not intended to be an exhaustive treatise on the questions presented.

I. What is an AMI agreement?

An AMI agreement binds the signatory parties to jointly explore for oil and gas in a defined geographic area for a specified period of time. The AMI agreement describes the parties, their roles in the AMI, the geographic area it covers, the percentages of participation for each party, the AMI term, and how the contract provisions are to be implemented.

Typically, the AMI agreement will state that any party who acquires an interest in land or production will be required to notify the other AMI parties and permit them to exercise their right to participate in the acquisition for their specified percentage. "Participation" generally means that the electing party will be required to tender its share of the costs in exchange for its share of the ownership of the acquisition.

Here is a typical clause:

> An Area of Mutual Interest ("AMI") is established between Promoter and Participant encompassing the lands described in Exhibit A hereto ("AMI Lands"), commencing upon the date of execution by Participant and continuing

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> for a period of five years ("AMI Term"). The AMI is applicable in the event that either Promoter or Participant acquires any ownership interest or ownership rights in the AMI Lands, including without limitation, rights or interests in the oil, gas or other mineral estate, rights or interests in royalties, surface rights, … (an "Acquired Interest").
>
> Notification. The party that acquires an Acquired Interest (the "Acquiring Party") shall within 15 business days of the acquisition notify the other party hereto.
>
> Election for Participation. The non-acquiring party shall have the right to participate in the ownership of the Acquired Interest for its Participation Interest. On or before 15 days from receipt of the AMI election notice, the non-acquiring party shall notify the Acquiring Party of its agreement to participate or its election not to participate in the ownership of the Acquired Interest. The failure to timely respond to the AMI election notice in the time and manner prescribed in this Agreement shall be deemed an election not to participate in the ownership of the Acquired Interest.
>
> Effects of non-participation. A failure to timely elect participation in the first Acquired Interest in each section of the AMI Lands shall forfeit all AMI rights in that section and shall result in a loss of all participation and election rights for any well subsequently drilled in that section.
>
> Costs and assignment. If the non-acquiring party elects to participate, that party shall pay its proportionate share of the costs of acquisition…

Sometimes, the AMI agreement will be separate from the Joint Operating Agreement (JOA) that controls the drilling of wells once the acreage is acquired. At other times, the AMI Agreement will be contained within the special provisions of the JOA (section XVI). If the AMI is not incorporated into the JOA, the AMI agreement will frequently state that any acquisitions will become subject to an accompanying JOA, which is executed concurrently with the AMI agreement.

An AMI agreement may state that a failure to elect to participate in the first lease or well in the section will forfeit the non-participant's rights to participate in any subsequent wells or leasing in the section. In other agreements, the failure to participate in the first lease or well may forfeit all future rights in the AMI territory. Sometimes, the agreement contains no such penalties.

The following concepts will be used throughout this paper:

- AMI Territory – the lands subject to the agreement, usually as set forth in an exhibit to the agreement (if separate from the JOA) or as the Contract Area (if the AMI agreement is contained in a JOA).
- AMI Term – the period for which the AMI will be in force.
- Promoter – The party who originates the AMI concept and signs up the other parties. The Promoter usually commits to affirmative duties such as spearheading the leasing efforts, sending the Notices of Elections, and collecting the Ballots. The Promoter is often paid for its services in the form of a Carry or Promote.
- Participant or Promotee – The parties to the AMI agreement who are not the Promoter.
- Carry or Promote – The Promotees/Participants agree to defray a certain percentage of the Promoter's costs, such as in the first well or the first acreage in the section. The arrangement is sometimes expressed as a "third for a quarter" because the Promotee will pay 1/3rd of the costs and earn 25% of the working interest.
- Notice of Election – The notice sent that an interest has been or will be acquired. Frequently, it covers the acquisition of a lease within the AMI but may cover the purchase of an existing well.
- Ballot or Election – The response to a Notice of Election. If it Promotee/Participant participates, it is liable for its percentage of the costs (possibly including the Promote) and will receive its share of the ownership. (Note that elections for AMI leasehold and election for wells under a JOA are separate processes, and the difference can make determination of ownership for a drilling title opinion a complicated process.)
- Operator – The Operator under the JOA may be the same party or different than the Promoter, but the Operator will work hand in hand with the Promoter to assess ownership and track ballots, for the purpose of establishing the rights to production when wells are drilled.

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II. Overview of AMI litigation issues

Here are a few issues that frequently arise in litigation over AMI agreements.

1. Has the AMI Territory been adequately defined in a manner that comports with the Statute of Frauds?
2. When does the limitations period for suing to enforce AMI rights begin to run?
3. Does the Promoter owe fiduciary duties to the Promotees? Can it take acquisitions in the name of an affiliate and avoid its AMI obligations?
4. When does equitable title vest in the Promotees/Participants?
5. How does a subsequent company acquiring a position in the AMI territory determine whether its position is subject to prior outstanding AMI obligations?

III. Statute of Frauds issues

A. The AMI agreement must meet the Statute of Frauds

It has long been held that an AMI agreement is a contract for an interest in property, and therefore must satisfy the Statute of Frauds. The Statute of Frauds requires that a contract for land must describe the land, or reference some existing writing that describes the land, with reasonable certainty so that the parties' intent to convey the interest is unambiguous. *E.g., Westland Oil Dev. Corp. v. Gulf Oil Corp.,* 637 S.W.2d 903 (Tex. 1982); *Hardwick v. Smith Energy Co*., 500 S.W.3d 474 (Tex. App. — Amarillo 2016, pet. granted, remanded by agm't). When resort to extrinsic evidence is proper, it should be used only for the purpose of identifying the land with reasonable certainty from the data set forth in the AMI agreement itself. It cannot be used to supply its location or description. *Westland,* 637 S.W.3d at 910. If the location or description is insufficient to identify the land without resort to extrinsic evidence, then the contract is unenforceable. *Id.*; *Crowder v. Tri-C Resources, Inc.,* 821 S.W.2d 393 (Tex. App. — Houston [1st Dist.] 1991, no writ).

What is considered sufficient to describe the land that is subject to the agreement? The document should describe, preferably within its four corners and the exhibits attached thereto:

- the land, by reference to existing leases or an established survey (such as Survey Name, Section X, Block Y)

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- any applicable depth intervals
- and any excluded areas (such as lands previously committed to AMI agreements).

If the land description is to be satisfied by reference to an external document, the external document must also be signed by the party to be charged with the obligation. *See Crowder*, 821 S.W.2d at 396 (unsigned plat defining AMI did not satisfy the Statute of Frauds).

The drafter should avoid drawing lines around a Tobin map to supply the description of the AMI territory, as that has been held to be an unenforceable description of the property. *See Harwick*, 500 S.W.3d at 482-483; *Guenther v. Amer-Tex. Constr. Co.*, 534 S.W.2d 396, 398 (Tex. Civ. App. – Austin 1976, no writ).

In addition, to avoid application of the Rule Against Perpetuities, the agreement should be specific about the length of time the AMI period will be in force (such as five years from the date of execution). *See* 3 Ernest E. Smith & Jacqueline Lang Weaver, TEXAS LAW OF OIL AND GAS § 16.4[A]3 (LexisNexis Matthew Bender 2015).

B. Terminating the Agreement Requires a Writing Sufficient for the Statute of Frauds

Because an AMI Agreement conveys equitable title in land, the parties' rights must be terminated by written agreement in order to satisfy the Statute of Frauds. *See Westland*, 637 S.W.2d at 910-11 (AMI agreement created equitable title and was a covenant running with the land). This principle has several implications. First, the AMI rights cannot be extinguished without a writing signed by the party to be charged. *Id.* Second, given the *Courseview* holding discussed below in Section IV, the running of limitations will be insufficient to deprive the Participant/Promotee of its rights to participate, if notice of election has not actually been sent. This can leave subsequent purchasers of the Promoter's positon in legal jeopardy for AMI obligations (see Section VII). Third, when a notice of election is sent, it must comply with the contract's notice requirements (including specificity as to description, amount owed, etc.). The AMI agreement must either specify that a failure to respond affirmatively within a given period of time deprives the Promotee of the interest, or the Promoter must secure a signed written response that clearly indicates the rights in the election have been non-consented.

Otherwise, the working interest could be left in legal limbo due to an unexercised AMI right.

IV. Statute of Limitations issues

A. *Courseview, Inc. v. Phillips Petroleum Company:* Limitations begins to run only when notice is actually given

When there is has an affirmative written duty to give notice of interests acquired in an AMI, limitations does not begin to run until notice is given. *Courseview, Inc. v. Phillips Petroleum Co.,* 312 S.W.2d 197, 207 (Tex. 1957). In *Courseview,* the Texas Supreme Court was faced with breaches of contractual obligations for an AMI agreement. Phillips Petroleum had contracted with Courseview's predecessor, Beaty, to give Beaty notice of "any royalty or mineral interest or fee title" that Phillips acquired within a geographic area specified in the contract. *Id.* at 197. Beaty was then permitted 20 days within which to elect to purchase a specified fractional interest of those acquired interests. *Id.* When Phillips acquired two tracts that were subject to the contract, it failed to give the required notices to Beaty.

Courseview filed its lawsuit more than four years after Phillips had acquired the two tracts, arguing that Phillips had never sent the notices required by the contract and that it was entitled to exercise its option to participate. In response, Phillips argued that the four-year statute of limitations had run, because Courseview's claims for specific performance of the contract arose in 1943 when Phillips acquired the two tracts. *Id.* at 207. The Texas Supreme Court rejected this argument:

> Under the terms of the contract, either party was free to acquire mineral and royalty interests and fee titles in its own name, with its own funds and for its own benefit, subject only to the right of the other party to participate therein if it elected to do so. It was stipulated that the party acquiring any property in the specified area would notify the other party in writing, and that the latter would have twenty days thereafter in which to elect in writing whether or not to purchase an interest therein as provided in the contract. The instrument simply creates an option, a continuing offer which would become a bilateral contract of sale only when accepted by the optionee in the matter and within the time agreed by the parties. It follows that Phillips was under no duty to convey an interest in the overriding royalties until the other party made its

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> election to purchase the same.
>
> **Philips could have given the required notice and compelled an election within twenty days thereafter. Instead of doing this it remained silent**…The latter could not be expected to make an election until it knew that Phillips had acquired the property, and **the cause of action for specific performance did not arise before the option was exercised.**

Id. at 207 (emphasis supplied).

Courseview did not have actual knowledge of the existence of the parcels until fourteen months before filing suit. *Id.* Phillips nonetheless pointed to the following events as imparting constructive notice that the parcels had been acquired, in an attempt to start the running of limitations:

- Beaty, a man experienced in the oil industry, knew that Phillips had purchased the parcels when signing an amendment to the contract that would have eliminated his option rights in those parcels had they been included in the contract, but wrongly believed (without examining the amendment) that Phillips had included the parcels in an override in his favor;
- Courseview had information in its own files as the result of an earlier audit, which, if examined, would have imparted notice that the parcels had been acquired;
- Courseview did not make inquiry of Phillips, which may have provided the information;
- The public records contained the information about Phillips' acquisition of the parcels; and
- Phillips had made other purchases in the Chocolate Bayou surrounding the area of mutual interest, that were known to Courseview's executive.

The Texas Supreme Court again rejected each of these arguments, holding that constructive notice and the duty to inquire were not applicable because Phillips had an affirmative duty to give notice. *Id.* at 205-07.

On rehearing, the Texas Supreme Court further held that Courseview could sue for all production and income for its fractional interest from the time that Phillips acquired

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the tracts. *Id.* at 210. Phillips argued on rehearing that since the cause of action for specific performance did not arise until the option was exercised, the right to an accounting for past revenues also did not accrue until that time. In the words of the Supreme Court:

> Here, the parties were in a fiduciary relationship and Phillips has produced minerals from the land during a period when, through Phillips' own default, Beaty and its successors did not even know that they were entitled to acquire an interest under the terms of the 1939 contract. Under such circumstances, Phillips is chargeable in equity as a constructive trustee and held Beaty's share of the production and other income and revenues from the property for the benefit of the latter in the event the option was exercised. When the option was converted under a bilateral contract of sale, therefore, Courseview became entitled to an accounting for its share of all production and income from the respective properties from and after the date each was acquired by Phillips.

Id. at 210 (emphasis supplied).

In a subsequent AMI case applying *Courseview*, the statute of limitations defense was similarly rejected by the Houston Court of Appeals. *Dernick Resources, Inc. v. Wilstein*, 312 S.W.3d 864, 878 (Tex. App. — Houston [1st Dist.] 2009, no pet.). The Wilsteins asserted a breach of contract claim when they were not informed of the opportunity to participate in acquiring the remainder of the working interest that was the subject of an area of mutual interest agreement and accompanying JOA between the parties. The contracts required Dernick to notify the Wilsteins of a right to purchase additional working interests in the contract area, which Dernick did not do. *Id.* at 869. Dernick argued that the statute of limitations applied, and that the Wilsteins were on constructive notice of their rights, including because of public filings. Rejecting that argument, the Court of Appeals noted that "deed records by statute afford notice of interests conveyed in real property to protect those interests and subsequent grantees, not to protect perpetrators of fraud." *Id.* at 885 (citing *Boucher v. Willis*, 236 S.W.2d 519, 526 (Tex. App. — Eastland 1951, writ ref'd n.r.e.). The "Wilsteins were not subsequent grantees or subsequent purchasers but joint venturers with Dernick and co-owners of the property Dernick secretly sold in breach of fiduciary duties under the Bradshaw Field JVA." *Id.; see also HECI Exploration Co. v. Neel*, 982 S.W.2d 881, 886

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(Tex. 1999) (Railroad Commission records do not provide constructive notice as a matter of law if the operator fraudulently conceals information from a lessee and limitations may thus be tolled).

B. Recent Texas Supreme Court oil and gas cases on limitations

Do recent Texas Supreme Court cases make inroads into the *Courseview* holding on limitations? None of the recent decisions discussed below address a contractual commitment to provide notice of an AMI acquisition. Moreover, the AMI's affirmative obligation to give notice is supported by consideration in the form of the Promote or Carry. However, the Texas Supreme Court has blocked attempts to defer the running of limitations in several other recent oil and gas cases.

In *Shell Oil Company v. Ross*, the Texas Supreme Court faced a question of whether limitations barred royalty owners' claims for breach of contract, unjust enrichment and fraud. 356 S.W.3d 924 (Tex. 2011). Shell had miscalculated the royalty based on its use of an admittedly improper price, but had done so outside the limitations period. The royalty owners alleged fraudulent concealment and that the discovery rule applied, arguing that they were entitled to rely on the check stub information supplied by Shell in fulfillment of its statutory duties. *Id.* at 927. The court disagreed, holding that the royalty owners had a duty to reasonably investigate the public records. *Id.* at 928-29. Shell argued that they could have asked Shell about the price; that they could have subpoenaed the records of Shell's purchasers; and they could have inquired of the GLO. The Court held that availability of index prices and the GLO prices would have revealed that the royalty owners were being underpaid. *Id.* at 929. As a result, the doctrines of fraudulent concealment and the discovery rule did not apply.

In another royalty owner case, the Texas Supreme Court held that limitations barred claims for underpayment based on improper deduction of charges for gas gathering and compression. *Wagner & Brown, Ltd. V. Horwood*, 58 S.W.3d 732 (Tex. 2001). The lessor argued that limitations was tolled by the discovery rule. The Texas Supreme Court held that the discovery rule did not apply because the injury was not inherently undiscoverable, since the royalty owners had statutory rights to seek information about the post-production charges and the operator had a duty to respond. *Id.* at 736. However, the Court rejected the operator's argument that the discovery rule was inapplicable in all lessor-lessee cases. *Id.* at 735. The Court also commented that

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fraudulent concealment was not categorically inapplicable to royalty owner claims. *Id.* at 736.

In yet another royalty owner case, the Texas Supreme Court held that the discovery rule and fraudulent concealment did not save the lessors' fraud claim against the operator, which had misrepresented the status of a well upon which the lease's continued survival depended. *BP Am. Prod. Co. v. Marshall*, 342 S.W.3d 596 (Tex. 2011). The Court ruled that the well log and plugging report filed with the Railroad Commission would have provided notice to the lessors of their claims, and the discovery rule and fraudulent concealment therefore did not apply. *Id.* at 66.

Backing off the broad rejection of these doctrines in lessor cases, however, the Texas Supreme Court ruled in 2015 that whether a lessor could avail itself of fraudulent concealment to toll the running of limitations is a fact-specific question. *Hooks v. Samson Lone Star, Ltd. Partnership*, 457 S.W.3d 52 (Tex. 2015). In *Hooks*, the lease prohibited pooling and required the operator to drill an offset well if a gas well was completed within 1320' of the lease line. Rather than comply with the obligation, the operator presented the lessor with a plat that incorrectly placed the bottom hole of the new well and asked the lessor to agree to an amendment that provided for pooling with the new well. A plat with the same false information had been filed with the Railroad Commission. *Id.* at 56. Samson argued that a correct plat had been filed as well, and that the public record therefore provided notice of the breach of the lease's provision and the fraudulent concealment. The Supreme Court rejected the argument, holding that the question was one for the jury, which determined that the facts gave rise to fraudulent concealment. *Id.* at 56-58.

In sum, the Texas Supreme Court has cut back on the application of fraudulent concealment and the discovery rule in the context of lessor-lessee claims. It has not addressed the issues in the context of an AMI agreement. Thus, *Courseview* is still good authority.

V. Fiduciary duties and obligations of affiliates

A. Disclaimer of fiduciary duties

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Section VII(A) of the 1989 model form Joint Operating Agreement contains the following disclaimer:

> The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for is obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. …It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have established a confidential relationship but rather shall be free to act on an arm's length basis in accordance with their own respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other with respect to activities hereunder.

Moreover, it provides with respect to the Operator's duties in Art. V(D)(4) that:

> Nothing in this paragraph shall be construed to establish a fiduciary relationship between Operator and Non-Operators for any purpose other than to account for Non-Operator funds as herein specifically provided.

On the other hand, *Courseview* holds that the relationship between the Promoter and the Promotee/Participant to an AMI agreement creates a fiduciary duty. *Courseview*, 312 S.W.2d at 210.

If the AMI agreement is not contained within the JOA, but is instead an external document whose provisions control over the JOA, then a possible result is that fiduciary duties will not be subject to the JOA disclaimer. In any case, courts should attempt to harmonize the affirmative obligations to give notice of AMI acquisitions with any applicable disclaimers, so as to not render meaningless any of the contract provisions.

B. Obligations of affiliates

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Consider the following situation: A party under an affirmative obligation to allow others to participate in an AMI acquisition makes such an acquisition in the name of an affiliate, who is not a signatory to the AMI Agreement. Has the obligor breached the AMI Agreement? Under what theory?

If the Promoter is considered to owe fiduciary duties to the Promotees, that duty includes the obligation not to engage in self-dealing. *E.g., Dearing, Inc. v. Spiller*, 824 S.W.2d 728, 733 (Tex. App. — Fort Worth 1992, writ denied). This includes the obligation to refrain from taking opportunities in the names of close affiliates. *Id. See also Dernick*, 312 S.W.3d at 877 (duty of full disclosure in AMI agreements).

Moreover, even the JOA disclaimer still requires the parties to act in good faith. Hiding an asset in the name of an affiliate to avoid the AMI obligations would arguably violate the duty of good faith.

Problems can arise when formerly unaffiliated companies acquire each other and their outstanding AMI obligations. Careful drafting, in both the purchase and sale or merger agreement, and in the underlying AMI agreement, can help avoid unforeseen consequences of such a combination.

VI. Equitable title/covenants running with the land

An AMI Agreement creates equitable title in land. *See Westland*, 637 S.W.2d at 910-11 (AMI agreement created equitable title and was a covenant running with the land). Moreover, the 1989 Model Form JOA Art. XV(B) provides:

> This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns, and the terms hereof shall be deemed to run with the Leases or Interests included within the Contract Area.

Because the AMI obligations are covenants running with the land, they are binding on successors and assigns. *Westland*, 637 S.W.2d at 910-11. Therefore, as described in the next section, subsequent purchasers of interests in AMI Territories must exercise due diligence to uncover even unrecorded AMI obligations.

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VII. Due diligence in acquisitions

Purchasers of oil and gas assets particularly need to screen for outstanding AMI obligations, even if those obligations do not appear in record title. AMIs are particularly troublesome because the agreements are executory and frequently formed before the land to which the obligations attach has been acquired. It also may be undesirable to file a memorandum of recording that may announce to competitors that the parties find an area attractive enough to commit to joint exploration.

Subsequent purchasers of the Promoter's interest are particularly at risk. A subsequent purchaser has an inferior claim to title to those who precede it unless the subsequent purchaser is a good faith purchaser for value (bona fide purchaser). *Westland,* 637 S.W.2d 903. 1 Smith & Weaver, TEXAS LAW OF OIL AND GAS § 3.3[B]1-2. A bona fide purchaser is one who purchases property in good faith for valuable consideration without actual or constructive notice of outstanding claims to the property. *See Stable Energy, LP v. Newberry*, 999 S.W.2d 538, 551, n.9 (Tex. App. – Austin 1994, pet. denied).

"A purchaser is bound by every recital, reference and reservation contained in or fairly disclosed by any instrument which forms an essential link in the chain of title under which he claims." *Westland Oil,* 637 S.W.2d 903. In *Westland Oil*, the court noted that:

> The rationale of the rule is that **any description, recital of fact, or reference to other documents puts the purchaser upon inquiry**, and he is bound to follow up this inquiry, step by step, from one discovery to another and **from one instrument to another**, until the whole series of title deeds is exhausted and a complete knowledge of all the matters referred to and affecting the estate is obtained.

Id. (quoting *Loomis v. Cobb*, 159 S.W. 305, 307 (Tex. Civ. App. — El Paso 1913, writ ref'd)) (emphasis added).

In *Westland,* the court was faced with the question of whether Gulf, a subsequent purchaser of working interests in leases, had notice of Westland's claim to title in an area of mutual interest covering those leases. *Id.* at 907. The joint operating agreement under which Gulf acquired its interests contained a reference to the letter agreement

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creating Westland's AMI rights. Westland moved for summary judgment and was granted a decree vesting title in Westland in the manner set forth in the AMI agreement. Upon review, the Texas Supreme Court affirmed the summary judgment, holding that Gulf had a duty to inspect the joint operating agreement in its chain of title, as well as all documents referenced in the joint operating agreement. *Id.* at 908. Thus, Gulf was not a good faith purchaser for value.

Under controlling law, then, a subsequent purchaser must search for all instruments (recorded or not) in its chain of title, to ensure that there are no equitable title issues in favor of Promotees/Participants that are superior to the subsequent purchaser's title.

VIII. Conclusions

AMI agreements may present several thorny litigation issues, the answers to which will depend on the particular language of the AMI agreement and the facts underpinning the dispute. Moreover, because AMI contracts are held to confer equitable title, the obligations can survive for very long periods of time and easily be binding on subsequent purchasers even when the agreements are not filed of record. The wise practitioner should be careful when drafting AMI agreements and when acquiring properties that may be subject to them.

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Chrysta Castañeda is the founder of The Castañeda Firm, which provides high energy litigation representation for the energy industry and beyond. Considered a go-to lawyer for high-stakes, contentious cases, Chrysta has built a solid reputation as the lead lawyer for oil companies and investors for adeptly handling the intricacies and technicalities of upstream oil and gas cases.

Chrysta developed her reputation and commitment to excellence from practicing for more than two decades at top firms worldwide. Since founding The Castañeda Firm, Chrysta has prioritized delivering the quality of representation found in large law firms in an efficient and cost-effective way. Chrysta and her team strive to out-prepare the opposition from investigation through trial.

Chrysta holds a degree in engineering and worked in the oil and gas industry prior to law school. Her technical training, in combination with her experience in PR and crisis communications, enables her to effectively explain complex scientific concepts to judges and juries.

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