

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA**

MARY KATHERINE HARRIS, on)
behalf of herself and all persons or)
entities similarly situated,)

Plaintiff,)

vs.)

CHEVRON U.S.A., INC., ET AL.,)

Defendants.)

Case No. **19-cv-355-SPS**

AMENDED SETTLEMENT AGREEMENT

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement including all exhibits attached ("Agreement") is entered into as of the 21st day of October, 2019, by and between the plaintiff Class Representative (as defined below in paragraph 1.4), on behalf of herself and as representative of the Settlement Class (as defined below in paragraph 1.22), and the defendants Chevron U.S.A. Inc., Pure Partners, L.P., Union Oil Company of California, Chevron Midcontinent, L.P., Four Star Oil & Gas Co., and McFarland Energy, Inc. (collectively, "Defendants"). Together the Class Representative, Settlement Class, and Defendants are referred to as the "Parties".

RECITALS

A. *Whereas*, the Class Representative, on behalf of herself and as representative of the Settlement Class, asserted various claims against Defendants (including affiliated predecessors, affiliated successors, and affiliated operator(s)) in the lawsuit styled *Harris v. Chevron U.S.A., Inc., et al.*, No. CIV-15-00094-PRW pending in the United States District Court for the Western District of Oklahoma (referred to herein as the "WD Class Lawsuit"). The WD Class Lawsuit and this ED Class Lawsuit (as defined hereafter) are collectively referred to herein as the "Class Lawsuit." The Parties entered the Original Settlement Agreement in May 2019 (Doc. No. 112-1) (the "Original Settlement Agreement") to settle the claims then pending in the WD Class Lawsuit. Class Representative moved for preliminary approval of agreed class action settlement on June 20, 2019 [Doc. 112] ("WD Preliminary Approval Motion"). That Motion: (1) alleged that the WD Class Lawsuit court should certify a class of similarly-situated royalty owners and appoint the Class Representative to serve as the representative of the proposed class; (2) requested the WD Class Lawsuit court to designate Class Representative's legal counsel as counsel for the Settlement Class ("Settlement Class Counsel" or "Class Counsel"); and (3) requested the WD Class Lawsuit court to preliminarily approve the Settlement so Notice of Settlement could be provided to members of the Settlement Class. The WD Class Lawsuit court referred the Motion to a magistrate judge who entered a Report and Recommendation on July 29, 2019 that the federal court grant the Motion. [Doc. 114]. The deadline for objections to the Report and Recommendation passed on August 19, 2019, with no objections being filed. Class Representative also filed an Unopposed Motion for Appointment of Settlement Administrator. [Doc. 116]. As of the date of this Amended Settlement Agreement, no action has been taken by the District Court on the WD Class Lawsuit Preliminary Approval Motion, the Report and Recommendation, or the Unopposed Motion for Appointment of Settlement Administrator. Due to the passage of time and in the interest of providing timely Notice of Settlement to the Settlement Class members, the Parties enter into this Amended Settlement Agreement;

B. *Whereas*, Defendants have adamantly denied, and continue to deny, the Class Representative's various claims and assertions and have vigorously defended against them;

C. *Whereas*, all Parties to this Agreement know that further prosecution and defense of the Class Lawsuit would be protracted and expensive and, having taken into account the uncertainty and risks inherent in any such litigation, have determined that it is desirable to compromise and settle all claims in the Class Lawsuit with respect to the Settlement Class described in this Agreement;

D. *Whereas*, the Class Representative, on behalf of herself and as representative of the Settlement Class, and Defendants have worked to resolve their differences, and have elected to settle those differences under the terms of this Agreement rather than litigate their respective positions to conclusion;

E. *Whereas*, the Parties intend by this Agreement to resolve claims of the Settlement Class against the Released Parties (as defined below), and vice versa, in accordance with the terms of this Agreement, and the Parties have agreed to the certification of a class, for settlement purposes only, in order to fulfill and implement the terms of this Agreement;

Now, therefore, the Class Representative (on behalf of herself and as representative of the Settlement Class), the Settlement Class, the Settlement Class Counsel, and Defendants, in consideration of the execution of this Agreement, the mutual promises contained herein, the benefits to be received hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties to this Agreement, hereby agree as follows:

Article I.

DEFINITIONS

The following terms and phrases shall have the following meanings under the provisions of this Agreement, whether used in the singular or plural, and whether in the possessive or non-possessive:

1.1 **Administration Expenses** shall mean the reasonable expenses incurred by the Settlement Administrator pursuant to the Plan of Allocation and Distribution which is attached hereto as **Exhibit A**, and the Orders of the United States District Court for the Eastern District of Oklahoma (the "Court") which relate to the administration of this Agreement. Such expenses shall include costs, fees and/or expenses incurred or charged by the Settlement Administrator in connection with the following:

- (a) Efforts incurred by the Settlement Administrator to identify the names and addresses of Settlement Class members;
- (b) Mailing and publication of Notice of Settlement to the Settlement Class members (including, but not limited to, the cost to print the Notices, mail the Notices, and publish the Notices, as well as making certain efforts to locate Settlement Class members whose mailings are returned undelivered);
- (c) Maintenance of the dedicated website to facilitate communications with Settlement Class members and their access to information;
- (d) Implementation of the Plan of Allocation and Distribution (including, but not limited to, the cost to print and mail Distribution Checks, and the cost of experts to calculate the allocation and distribution);
- (e) Fees and expenses associated with the establishment and maintenance of the Harris Settlement Account referenced below;
- (f) Fees and expenses of the Settlement Administrator; and
- (g) Costs of preparing and mailing Distribution Checks and tax documentation to members of the Settlement Class at the time specified in this Agreement.

The Administration Expenses shall be initially advanced and paid by Class Counsel to be recouped in an amount to be determined by the Court and paid from the Settlement Proceeds within three (3) business days after the Judgment becomes Final and Non-Appealable. At no expense to the Class or Settlement Administrator, Defendants will reasonably cooperate with Class Counsel and the Settlement Administrator as they work to distribute the Net Settlement Amount to the Class Members and answer their questions or the questions of the Court.

1.2 **Affiliate**, whether capitalized or not, shall mean any entity that directly or indirectly (through one or more intermediaries) controls, or is controlled by, or is under common control with, any of the named Defendants. As used in this definition, "controls" and "controlled" mean the ability to direct or cause the direction of the management and policies of another entity, whether by ownership, voting rights, or otherwise. A list of the principal affiliates is attached as **Exhibit G**. These Affiliates are excluded from the Settlement Class. However, the definition of Affiliate contained in this paragraph shall control if any Affiliate is not identified on **Exhibit G**.

1.3 **Class Counsel Fees and Expenses** shall mean (a) payment to Settlement Class Counsel of fees, costs and expenses to be paid from the Settlement Proceeds in an amount to be determined by the Court; (b) payment of a Class Representative Fee, also known as a case

contribution award or incentive award to be paid from the Settlement Proceeds, in an amount to be determined by the Court; (c) payment of expert and consulting fees and expenses and litigation expenses to be paid from the Settlement Proceeds, all in amounts to be determined by the Court. Class Counsel Fees and Expenses shall be paid within five (5) days from and after the date the Judgment becomes Final and Non-Appealable.

1.3.1. **Class Member** shall mean a person or entity who remains in the Settlement Class, i.e. a member of the Settlement Class who does not opt-out.

1.3.2 **Class Period** means December 2009 to the date the final judgment is signed by the Court.

1.4 **Class Representative** shall mean Mary Katherine Harris.

1.5 **Class Wells** shall mean the oil and gas wells/properties that are referenced in the definition of the Settlement Class, as set forth below in this Agreement. **Exhibit E** hereto is a list of 283 properties that are believed to comprise the Class Wells. However, the definition of Class Wells contained in this paragraph 1.5 shall control in the event any such wells are not described in **Exhibit E**.

1.6 **Distribution Check** shall mean a check payable to the order of a Class Member as the distribution of the Class Member's share of the Net Settlement Amount pursuant to the approved Plan of Allocation and Distribution. The Settlement Administrator shall cause to be issued and mailed checks to the Class Members as identified on the Summary Final Distribution Report as in the amounts shown thereon. Each check shall itemize by Class Well the Class Member's distribution of the Net Settlement Amount. The Settlement Administrator shall include the below notice on or with each Distribution Check issued:

As a royalty owner and Class Member in the *Mary Katherine Harris v. Chevron, U.S.A., Inc., et al*, class action lawsuit, No. _____, United States District Court for the Eastern District of Oklahoma, the enclosed Distribution Check represents your total share of the Net Settlement Amount.

The distribution described above to members of the Settlement Class is based on the assumptions that: (a) very few sales of royalty interests have occurred during the claim period; (b) if sales did occur during the claim period, the buyer was entitled to receive payment for all past claims covered by the

settlement; and (c) if royalty interests passed through inheritance, devise, intra-family or interfamily transfers, that it was the intent that the heir, devisee or transferee also receive payment for all past claims covered by the settlement. To the extent that these assumptions are incorrect or you are not the proper party to receive this payment, the Court has ordered that the Class Member who receives payment shall in turn make the correct payment to the proper party or parties entitled thereto.

The royalty owner(s) who is the intended recipient of the funds reflected in this Check, and anyone to whom the Payment has been assigned, as a Class Member, accepts this settlement payment pursuant to the Notice of Settlement, and Judgment related thereto. The Judgment fully, completely and unconditionally releases Defendants and the Released Parties from the Released Claims, as defined in the Amended Settlement Agreement. The Class Member also agrees to fully, completely and unconditionally release the Released Parties, Class Representative, Settlement Class Counsel, and the Settlement Administrator in the manner set forth in the Amended Settlement Agreement.

This Distribution Check, but not the binding effect of the Settlement, shall be null and void if not endorsed and negotiated within ninety (90) days of the date that the Judgment becomes Final and Non-Appealable.

On the back of each check, next to the place for the Class Member's endorsement, the following shall appear:

By endorsing and/or depositing this check, the payee is further evidencing his/her/its acceptance and acknowledgment of all the terms and conditions of the Amended Settlement Agreement approved by the Court in *Mary Katherine Harris v. Chevron, U.S.A., Inc., et al*, and fully, completely

and unconditionally releasing all Released Claims and Released Parties in accordance with the Amended Settlement Agreement.

1.7 **Distribution Date** shall mean the date on which the Distribution Checks are first mailed to Class Members.

1.8 **Harris Settlement Account** means the account selected and established by Class Counsel with the assistance of the Settlement Administrator to receive the deposit of the Settlement Proceeds at the time specified elsewhere in this Agreement. Class Counsel shall, in their sole and unfettered discretion, select the depository for the Settlement Proceeds, whether a national or state banking institution, other financial institution, or trust company, and the type of account, whether interest or non-interest bearing. Class Counsel's selections shall be final and binding on the Class Representative, the Settlement Administrator, and the Settlement Class. Upon deposit of the Settlement Proceeds into the Harris Settlement Account, the Settlement Proceeds shall inure solely to the benefit of the Settlement Class, subject to (and unless otherwise provided by): (a) the terms of this Agreement (including paragraphs 2.1 and 2.2, below); (b) the Final and Non-Appealable Judgment approving this Agreement; and (c) the Plan of Allocation and Distribution Order approved by the Court. Funds may be withdrawn from this Account only upon court order.

1.9 **Final and Non-Appealable** shall mean that the Judgment approving this Agreement and the proposed class settlement contemplated under this Agreement, are "Final and Non-Appealable" when thirty-two days have passed after the date of the Judgment without the filing in any court of: (i) any motion which would legally extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification or vacation of the Judgment; or (ii) an appeal. If an appeal is filed, the Judgment becomes Final and Non-Appealable when the appellate court enters an order or judgment dismissing or overruling the relief requested and that order or judgment itself becomes final and no longer subject to further review in any court.

1.10 **Final Undistributed Fund** shall equal any monies from the Net Settlement Amount that remain in the Harris Settlement Account, including: (a) Uncashed Distribution Checks; (b) proceeds allocated to Unlocated Settlement Class Members; and (c) Undistributed Proceeds. The Final Undistributed Fund shall not include Monies Payable to Opt-Outs. The Court shall determine the proper disposition of the Final Undistributed Fund upon Settlement Class Counsel's suggestion of possible recipients.

1.11 **Hearing for Preliminary Approval of Settlement** shall mean proceedings before the Court to jointly present a motion for preliminary approval of this Agreement and the Order on Class Certification for Settlement Purposes. The order preliminarily approving this Agreement shall conform, in all material respects, with the form of order attached hereto as

Exhibit B. The Order on Class Certification for Settlement Purposes shall conform, in all material respects, with the form of order attached hereto as **Exhibit F**.

1.12 **Judgment** shall mean the order of the Court finally approving this Agreement between Defendants and the Settlement Class and entering Judgment in accordance with the terms of this Agreement, which Judgment shall be substantially in the form of **Exhibit C** hereto.

1.13 **Mineral Interests** shall mean an interest by which a person or entity receives royalties on the share of natural gas and/or other hydrocarbon production attributable to the working interest rights of any of the Released Parties, whether by virtue of a lease in which any one of the Released Parties is the lessee, or by operation of 52 O.S. § 570.1 *et seq.* and/or 52 O.S. § 87.1 (providing the manner in which royalties are to be apportioned to royalty owners in a well or unit), or by other instrument (whether contractual, regulatory or otherwise) giving rise to an entitlement to royalty.

1.14 **Monies Payable to Opt-Outs** shall mean all of that portion of the Settlement Proceeds allocable to the interest of each person or entity that timely elects to opt-out (or is for some extraordinary reason allowed by the Court to opt-out beyond the applicable deadline for opt-outs) of the proposed Settlement. The Monies Payable to Opt-Outs shall be the gross amount of the Settlement Proceeds allocable to the interest, the Class Counsel Fees and Expenses that would have been deducted therefrom had the putative member stayed in the Settlement Class, and the portion of the Net Settlement Amount allocated to the putative member of the Settlement Class for distribution had the putative member not opted out of the Settlement Class. The Monies Payable to Opt-Outs shall be returned to Defendants within three (3) business days of the date the Judgment becomes Final and Non-Appealable.

1.15 **Net Settlement Amount** shall mean the Settlement Proceeds, as adjusted pursuant to the terms of this Agreement (including any interest paid by the bank or other institution in which the Settlement Proceeds are held) minus: (a) the Monies Payable to Opt-Outs under paragraph 1.14; (b) Class Counsel Fees and Expenses approved by the Court; and, (c) Administration Expenses approved by the Court.

1.16 **Notice of Settlement** shall mean the notice to the members of the Settlement Class of: a) this Agreement; b) the request for Class Counsel Fees and Expenses; and c) the Settlement Fairness Hearing. The Notice of Settlement shall be substantially in the form of **Exhibits D-1** and **D-2** hereto.

1.16.1 **Plan of Allocation and Distribution** shall mean the methodology for allocating and distributing the Net Settlement Amount to Class Members. The Plan of Allocation and Distribution shall be in substantially the same form and content as the Plan of Allocation and Distribution Order attached as **Exhibit A** hereto and must be approved by the Court.

1.17 **Plan of Notice** shall mean the following procedures for providing Notice of Settlement to the members of the Settlement Class. The Settlement Administrator will send the Notice of Settlement, **Exhibit D-1**, by mail to the putative members of the Settlement Class for whom a mailing address can be found in Defendants' current electronic databases containing last known addresses of royalty payees, that Defendants will provide for implementation of this Agreement. The Settlement Administrator will publish the Notice of Settlement, **Exhibit D-2**, in *The Oklahoman*, a newspaper of general circulation in Oklahoma.

1.18 **Released Claims**, unless otherwise specifically excluded herein, shall mean and includes all claims, demands, actions, causes of action, allegations, rights, obligations, costs, losses, and damages, arising in whole or part at any time relating to the Released Period from or in connection with acts or omissions of any of the Released Parties (including, but not limited to, all intentional or negligent misconduct), of any and every kind or nature, known and unknown, whether in law or in equity, in tort or contract, or arising under any statute or regulation, which were asserted, made, or described in the operative petition or complaint in the Class Lawsuit, and shall also include and release any alternative theories of recovery for the same claims, actions, or subject matter that could have been asserted in the Class Lawsuit, even if not asserted.

Without limiting the generality of the foregoing paragraph, "Released Claims" additionally means and includes all claims asserted, made or described in connection with the second amended class action complaint in the WD Class Lawsuit [Doc. 96] and the Complaint filed in this ED Class Lawsuit, i.e. those related to non-payment or underpayment of royalties paid on gas or gas constituents gas (such as casinghead gas, drip condensate, natural gas liquids, and any other forms of hydrocarbon gas production or products therefrom), and related to the Released Period.

Also without limiting the generality of the foregoing, "Released Claims" additionally means and includes all claims within the Released Period for greater, additional, or unpaid amounts of royalty arising from any alleged breach or breaches of express royalty clauses or implied covenants in oil and gas leases, alleged failure to obtain the highest or best price; alleged violations or breaches of the Oklahoma Production Revenue Standards Act; alleged improper or unlawful deductions (of any kind) of/for production and postproduction costs from royalty (and/or based upon the direct and/or indirect factoring of such costs into the computation of royalties), including without limitation, use of gas for fuel, line loss, shrinkage, compression, use of gas for processing or compression, gathering, dehydration, blending, treating, fractionation, transportation, and storage fees, alleged claims for royalty or other payments for or based on Btu content of gas, natural gas liquids, casinghead gas, residue gas, helium, sulfur, and all other substances found in, or extracted or manufactured from, natural gas. Such "Released Claims" shall additionally include any and all claims for interest, statutory interest,

penalties, attorneys' fees and other litigation expenses related to the aforementioned matters, and by way of clarification shall include and subsume any form of claim, allegation and/or cause of action asserting that the check stubs or royalty statements were in any way wrong, incorrect, inaccurate, incomplete, misleading, fraudulent, or were in any other manner improper.

The Released Claims shall include all volumes of hydrocarbon gas production from Oklahoma wells occurring during the Class Period for which Defendants (including their affiliated predecessors and affiliated successors and affiliated operators) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners). This includes the gross working interest of Defendants in Class Wells, and shall also extend to and release all of the claims against Defendants with respect to volumes of hydrocarbon production attributable to other persons and entities who sold their share of such production in Class Wells through Defendants, with Defendants having computed and distributed royalties on behalf of such third party working interest owners; provided, however, that the Settlement Class does not release (a) claims against the third party working interest owners who took their gas in-kind from Class Wells, marketed their share of gas, and provided the royalties to Defendants to distribute to royalty owners, or (b) claims against Defendants and their Affiliates for working interest in non-Class Wells. However, the Released Claims do include all of these same releases as to the third party working interest owners as well, to the extent they marketed their shares of gas through any one or more of the Defendants (including their affiliated predecessors and affiliated successors and affiliated operators) as to gas produced from Class Wells during the Class Period.

The Class Members agree that, in consideration of the benefits they are receiving under this Agreement, under no circumstances will they seek to recover or receive, directly or indirectly, any further amount of money from either Defendants or any other Released Party for any of the "Released Claims." By way of example, but without limitation of the generality of the foregoing, the Class Members agree that they will not seek to recover from any outside operator(s) of any of the Class Wells the alleged royalty underpayments and other sums which are alleged to be owing by Defendants and which are part of the "Released Claims." For the consideration stated herein, each Class Member additionally covenants not to sue Defendants or any other person or entity for any part of the production volumes associated with Defendants' interest in the Class Wells, or for any monetary relief or other relief associated with such volumes of production; rather, such matters are hereby released as part of the "Released Claims."

The Parties expressly agree that it is their intent and desire to release any and all claims associated with any and all statutory interest allegedly due and owing for the alleged improper and/or unlawful deductions described above in this Section 1.18, expressly referred to herein as the "Released Claims."

1.19 **Released Parties** shall collectively refer to all Defendants and the Affiliates of Defendants, including those named on **Exhibit G**, and shall also include the respective past, present and future Affiliates, employees, officers, directors, limited partners, general partners, shareholders, managers, members, attorneys, agents and/or other representatives of such entities. Other working interest owners in Class Wells shall also constitute Released Parties, but only to the extent Defendants and/or the Affiliates of Defendants marketed gas and its constituents and paid royalty on behalf of such other working interest owners during the Claim Period(s).

1.20 **Released Period** shall mean the production period beginning on December 2009 and ending on the month the Judgment is signed by the Court.

1.21 **Settlement Administrator** shall mean the person or entity to be appointed by the Court upon recommendation of Class Counsel to provide the Notice of Settlement according the Plan of Notice and to administer this Agreement and the Plan of Allocation and Distribution until released from its duties by court order. Defendants will take no position on the appointment of the Settlement Administrator.

1.22 **Settlement Class** shall mean the below-described Class that the Parties have agreed should be certified for settlement purposes only, pursuant to the entry of an Order on Class Certification for Settlement Purposes to be entered by the Court in substantially the form attached hereto as **Exhibit F**. The Settlement Class is to be specifically defined as follows:

All persons who are or were royalty owners in Oklahoma wells where Defendants (Chevron U.S.A. Inc., Pure Partners, L.P., Union Oil Company of California, Chevron Midcontinent, L.P., Four Star Oil & Gas Co., and McFarland Energy, Inc. (including their affiliated predecessors and affiliated successors)) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from December 1, 2009 production to the date Judgment is signed. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any publicly traded company or their affiliated entity that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if

any, still in effect at the time suit was filed herein; (6) overriding royalty owners and others whose interest was carved out from the lessee's interest; (7) royalty owners who had already filed and still had pending lawsuits for underpayment of royalties against Defendants as of September 1, 2017; (8) royalty owners only to the extent they take gas in-kind, if any; and, (9) royalty owners only to the extent receiving "Blanchard" payments (payments by Defendants of proceeds received from other working interest owners who marketed their own share of gas).

provided, however, that the term "Settlement Class" shall not include any putative members of the Settlement Class who timely and properly elect to opt-out of this Settlement.

1.23 **Settlement Fairness Hearing** means the proceedings to be held before the Court to determine whether this Agreement should be approved as fair, adequate and reasonable; whether the Judgment should be entered; and whether the application for payment of Class Counsel Fees and Expenses should be approved.

1.24 **Settlement Proceeds** shall mean \$4,900,000.00 as may be adjusted under the conditions and qualifications set forth in this Agreement, including reduction for the return to Defendants of any Monies Payable to Opt-Outs. It is expressly agreed that Defendants are agreeing to pay the Settlement Proceeds, as adjusted, but Defendants (except as stipulated herein in Paragraph 2.1.1) shall not pay any other monetary sums or consideration of any kind under the terms of this Agreement.

1.25 **Summary Final Distribution Report** shall mean the summary chart prepared by Settlement Class Counsel or the Settlement Administrator showing the distribution of the Net Settlement Amount to each member of the Settlement Class for whom an address and amount of distribution can be determined. Defendants will cooperate and provide non-privileged information reasonably requested by Settlement Class Counsel but will not be responsible for the calculation of or distribution from the Summary Final Distribution Report.

1.26 **Uncashed Distribution Checks** shall mean any Distribution Check payable to a Class Member that is not endorsed and presented to the financial institution or trust company in which the Harris Settlement Account is established within ninety (90) days after Judgment becomes Final and Non-Appealable. Uncashed Distribution Checks shall also include the Net Settlement Amount allocated to those Class Members who are in a suspense status in the distributing operator or other distributing entity's royalty distribution system (i.e., no actual Distribution Checks will issue to Class Members whose interests are being held in suspense); said funds shall remain in the Harris Settlement Account pending an order from the Court.

1.27 **Undistributed Proceeds** shall mean any money that remains in the Harris Settlement Account, after payment of Class Counsel Fees and Expenses, and after allocation of the Net

Settlement Amount to Class Members pursuant to the Plan of Allocation and Distribution. Undistributed Proceeds shall include monies not distributed by the Settlement Administrator due to title defects burdening an owner's interest in a lease. Undistributed Proceeds *shall not* include Monies Payable to Opt-Outs (unless so provided in paragraph 1.14). Except as provided in paragraphs 1.1 and 1.10, above, Defendants shall not otherwise be entitled to receive any amount of the Undistributed Proceeds, nor shall it have any obligations with respect to such amounts. Any remaining portion of the Undistributed Proceeds shall remain in the Harris Settlement Account pending further order of the Court. Defendants will take no position regarding the distribution of Undistributed Proceeds.

1.28 Unlocated Settlement Class Member means: (a) a Class Member who is not identifiable from the royalty owner revenue distribution decks for the Class Wells, or (b) a Class Member who is identifiable, but whose accurate address is not ascertainable from the royalty owner payment records or has not been located despite reasonable and diligent efforts of the Settlement Administrator to do so in the event the U.S.P.S. returns the Notice of Settlement mailed to any Class Member. Defendants shall have no obligation to provide Class Counsel or the Settlement Administrator with information to identify or ascertain accurate current addresses for Unlocated Settlement Class Members except to the extent that Defendants possess that information (such as possessing last-known addresses, tax identification numbers, or similar information). By way of example, but without limitation of the generality of the foregoing, if any of the owner information, address information or related data is out-of-date and/or otherwise inaccurate, neither Defendants nor any of their Affiliates shall bear any liability for consequences from that inaccurate information. Nor shall Settlement Class Counsel bear any liability with respect to that information.

1.29 Unreleased Claims means the claims specifically identified in this paragraph, which are not released by this Agreement: (a) gas produced outside the Class Period; (b) royalty computed and/or paid by others (not the Released Parties); (c) claims related to royalty payment adjustments that Defendants may make in the ordinary course of business reflecting routine prior period adjustments for clerical or administrative errors concerning prices actually received or volumes actually sold that historically have been addressed by Defendants by way of prior period adjustments (other than claims of underpayment as a result of direct or indirect deduction of production and/or post-production costs), but only to the extent that (i) the adjustment reflects a retroactive price, volume, or value adjustment, and (ii) the adjustment pertains to gas or gas constituents (including helium, residue gas, natural gas liquids, nitrogen, and condensate) produced outside of the Class Period; (d) claims regarding entitlement to money held in suspense by Defendants or any statutory interest owed upon such money if/when it is released from suspense; (e) claims that Defendants failed to comply with obligations to protect Class Members from drainage or other implied covenants not related to royalty calculation, accounting, or payment; (f) claims that Defendants breached obligations to Class Members to develop Oklahoma oil and gas leases; (g) claims related to surface or crop damage; (h) claims related to oil; (i) claims for statutory interest or

other associated relief with claims for untimely royalty payments actually made by Defendants during the Class Period; (j) claims by the plaintiffs as of September 1, 2017 in the lawsuits, *Whitten v. Velma*, Case No. CJ-2017-84G, and *Hire v. Velma*, Case No. CJ-2017-127G in the District Court of Stephens County, Oklahoma, who are excluded by the definition of the Settlement Class. The Parties have further agreed not to release any alleged claim(s) associated with any interest that may allegedly be due and owing for/from the following: (i) amounts held in suspense by Defendants during their operation of the properties; (ii) royalty payments that were paid more than 60 days after Defendants were paid for gas sold during Defendants' operation of the properties; or (iii) royalty payments that were paid more than 6 months after the date of first production for wells drilled and completed by Defendants during their operation of the properties. The Unreleased Claims are the only claims not released by and between the Parties, all other claims that have been asserted or that could have been asserted in the Class Lawsuit are Released Claims that will be released with prejudice upon Final Approval of this Settlement.

Article II.

AGREEMENT

2.1 Filing of ED Class Lawsuit. To facilitate timely consideration of the Amended Settlement Agreement and to provide timely Notice of Settlement to members of the Settlement Class, the Parties agree to Class Representative filing this class lawsuit in the Eastern District Court of Oklahoma that asserts the same claims as in the Second Amended Class Action Complaint [Doc. 96] filed in the WD Class Lawsuit (the "ED Class Lawsuit"). Defendants agree to accept service of the complaint filed in the ED Class Lawsuit. Within one (1) business day after Defendants file their acceptance of service, Class Representative will file a motion for preliminary approval of this Agreement in the ED Class Lawsuit and an agreed form of Consent to Magistrate Judge Kimberly West, which is attached hereto as Exhibit H. Defendants will then move for, and Class Representative will not oppose, an extension of Defendants' answer date until 7 days after the Court rules on the motion for preliminary approval of the Amended Settlement Agreement.

2.2 Motion to Withdraw Pending Motions and Stipulation for Dismissal Without Prejudice in the Federal Class Lawsuit. Within one (1) business day of the execution of this Amended Settlement Agreement by the Parties, Class Representative will move to withdraw all pending motions in the WD Class Lawsuit, namely: the WD Class Lawsuit Preliminary Approval Motion [Doc. 112] and the Unopposed Motion for Appointment of Settlement Administrator [Doc. 114]. Class Representative will also promptly file a Stipulation for Dismissal Without Prejudice of the WD Class Lawsuit pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), which is stipulated and consented to by the Parties herein and will be signed by their respective counsel.

2.3 Payment by Defendants. Five (5) days after entry of the Preliminary Approval Order (**Exhibit B** hereto, with no material variance unless agreed to by the Parties), Class Counsel or the Settlement Administrator will establish the Harris Settlement Account and Defendants shall, within 20 days of receiving notice of said account being opened and receipt by Defendants from Class Counsel of a fully and properly-executed Form W-9 reflecting the payee name and address and a valid taxpayer identification number and information from Class Counsel of sufficient wiring instructions to include the bank name and ABA routing number, deposit the Settlement Proceeds into such account. If this Agreement is not approved, is voided, terminated, or fails to become effective for any reason: (a) the entire amount in the Harris Settlement Account shall be promptly returned to Defendants; (b) all orders of the Court preliminarily or otherwise certifying the Settlement Class shall be vacated; and (c) the Parties shall be returned to the status quo that existed in the ED Class Lawsuit before the Parties proposed this Settlement to the Court (subject to appropriate extensions of deadlines to enable the ED Class Lawsuit to proceed), including reassignment of the ED Class Lawsuit from the magistrate judge to the district judge assigned.

2.4 Notice to Settlement Class and Administration of the Settlement. Until Defendants deposit the Settlement Proceeds into the Harris Settlement Account, Class Counsel will advance the Administration Expenses, subject to recoupment as set forth in paragraph 1.1. Neither Defendants nor any Affiliate shall have any duties, obligations, or liabilities with regard to any income tax, gross production tax, severance tax, petroleum excise tax, or similar tax filings or payments that the members of the Settlement Class and/or Settlement Class Counsel may be required to make with respect to their respective shares of the Settlement Proceeds. Nor do Defendants or any Affiliate assume under this Agreement any duty to bear any taxes of any kind that, by law, are taxes due by and burdening the Class Members rather than Defendants or any such Affiliate, including, without limitation, income tax, gross production tax, severance tax, petroleum excise tax, or similar taxes. The Settlement Administrator shall prepare, file and provide IRS Forms 1099-MISC to Class Members who receive payments that require such Forms, and Defendants shall have no responsibility for preparation, filing, and mailing IRS Forms 1099-MISC or any other tax forms.

2.5 Claims Released by Settlement Class and by Defendants. Each Class Member will release the Released Claims against the Released Parties during the Released Period in accordance with paragraphs 4.1 through 4.3 below. When the Settlement Class provides Defendants with these releases, Defendants will release each Class Member from any claim for recoupment or recovery from the Class Member for any potential overpayments of royalty during the Released Period because Defendants directly or indirectly (through royalty payments made by another person or entity on behalf of Defendants) failed to deduct from (or otherwise factor into) royalty payments any expenses or other sums that could have been properly applied to reduce such royalty payments under applicable contracts, laws, or other authority.

2.6 Covenant Not to Sue. Except as otherwise provided herein, each Class Member agrees that, having received the benefits of the Settlement Proceeds and Future Benefits as consideration for releasing the Released Claims, under no circumstances will he/she/it seek to recover or receive, directly or indirectly, any further amount of money from Defendants or any of the other Released Parties for any of the Released Claims during the Released Period. For the consideration stated herein, each Class Member covenants not to sue Defendants or any of the other Released Parties for any of the Released Claims while Defendants pay royalty on the Class Wells, except, if necessary, to enforce this Agreement.

2.7 Claims Not Released. The Settlement Class may assert in the future claims against other working interest owners in the Mineral Interests or Class Wells, other than Defendants, with respect to the share of oil and gas production and proceeds that is owned by and attributable to those third party working interest owners during the Released Period, except to the extent that those third party working interest owners sold or otherwise marketed their respective shares of production through Defendants and/or their Affiliates, with Defendants and/or their Affiliates then computing and distributing royalties on that share of third party production. This Agreement does not release any claim which the Settlement Class may have against any other working interest owner, other than Defendants, except as otherwise provided in the preceding sentence or in paragraph 1.18 of this Agreement. Further, the Parties acknowledge that, notwithstanding anything in this Agreement to the contrary, the dismissal and Judgment contemplated by this Agreement shall not release, affect, or otherwise impair any claims other than the Released Claims.

2.8 Governing Law. To promote certainty, predictability, the full enforceability of this Settlement Agreement as written, and nationwide application, the Parties agree that this Settlement Agreement shall be governed solely by any federal law as to due process, class certification, judgment, collateral estoppel, res judicata, release, settlement approval, allocation, case contribution award, the right to and reasonableness of attorneys' fees and expenses, and all other matters for which there is federal procedural or common law, including federal law regarding federal equitable common fund class actions. For any such matters where there is no federal common law, Oklahoma state law will govern. If the provisions of this paragraph (or any portion thereof) are held unenforceable in any jurisdiction, then such provisions shall be severable, and the Parties agree that the enforceability of the remaining provisions of this Agreement (or remaining portions of this paragraph) shall not in any way be affected or impaired thereby and shall continue in full force and effect.

2.9 No Waiver. No delay or omission by any Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

Article III.

DISTRIBUTION OF SETTLEMENT PROCEEDS

3.1 Any distribution of monies or funds from the Harris Settlement Account shall be in accordance with a Plan of Allocation and Distribution approved by the Court and subject to the terms of paragraph 3.3 below. Neither Defendants nor Defendants' Counsel is responsible or liable for any aspect of the allocation methodology or the Plan of Allocation and Distribution implementing that methodology.

3.2 In the manner set forth in this Agreement, Defendants and the Class Representative agree that the Settlement Proceeds shall be only for the benefit of the Settlement Class (subject to the claims of Settlement Class Counsel for Class Counsel Fees and Expenses and the other distributions and dispositions provided for in this Agreement), which by definition does not include those royalty owners who timely and properly opt out of the Settlement Class after receiving the Notice of Settlement as contemplated under this Agreement.

3.3 Defendants and Settlement Class Counsel shall provide reasonable cooperation to the Settlement Administrator in connection with the information reasonably needed by the Settlement Administrator in order to perform the activities contemplated under this Agreement, including the giving of Notice and the implementation of the Plan of Allocation and Distribution.

3.4 When the Settlement Proceeds are deposited into the Harris Settlement Account, and as of the date the Judgment becomes Final and Non-Appealable, all Class Members shall be deemed to have released the Released Parties, Class Counsel, and the Class Representative for all claims arising from or in connection with the solicitation, administration, determination, calculation, or payment of benefits or the investment or distribution of the Settlement Proceeds. Likewise, Defendants will be deemed to have released the Settlement Class to the extent provided in paragraph 2.3, above.

3.5 Settlement Class Counsel will request an Order from the Court granting the application for Class Counsel Fees and Expenses (as defined above). Defendants will take no position regarding the application and will not solicit or encourage others to do so. Neither the entitlement to, nor the amount of any award of Class Counsel Fees and Expenses, shall constitute a condition for final approval of this Agreement.

Article IV.

**RELEASES, DISMISSALS AND
PLAN OF ALLOCATION AND DISTRIBUTION**

4.1 Upon the Court's final approval of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the Harris Settlement Account, the Class Representative, in its individual capacity and in its capacity as Class Representative, and Settlement Class Counsel shall be deemed to have dismissed the Class Lawsuit with prejudice. A satisfaction of the Judgment shall be filed with the Court at that time, and defense counsel shall then file an unopposed motion to withdraw as counsel.

4.2 Upon the Court's final approval of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the Harris Settlement Account as provided herein, the Settlement Class, the Class Representative, and Settlement Class Counsel shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged the Released Parties from all Released Claims during the Released Period.

4.3 Upon the Court's approval of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the Harris Settlement Account as provided herein, each Class Member (which includes the Class Representative), and the heirs, devisees, successors, assigns, agents and/or representatives of each Class Member shall be barred from asserting any and all Released Claims against the Released Parties, and such Settlement Class and the heirs, devisees, successors, assigns, agents and/or representatives of each Class Member shall be conclusively deemed to have released any and all such Released Claims against the Released Parties.

4.4 Each putative member of the Settlement Class who has not timely and properly elected to opt out of this Settlement shall be a Class Member and shall receive distribution of the Net Settlement Amount according to the Plan of Allocation and Distribution and shall receive royalty according to the Future Benefits provision of this Agreement. The Plan of Allocation and Distribution shall be reasonably designed to distribute to the Settlement Class Members their respective proportionate shares of the Net Settlement Amount.

4.5 On the Distribution Date, the Settlement Administrator shall issue and mail Distribution Checks in the amounts determined under this Agreement and the final Plan of Allocation and Distribution. The order approving the issuance and mailing of the Distribution Checks shall provide that the Released Parties, Settlement Class Counsel and/or the Class Representative have no liability to any Class Member for mis-payments, nonpayment, overpayments or underpayments as a result of the administration of the Settlement, including, without limitation, the distribution and disposition of the Settlement Proceeds.

Article V.

**COURT APPROVAL OF THE SETTLEMENT
AND CONTINUING JURISDICTION OF THE COURT**

5.1 As soon as practical after the Parties execution of this Agreement, Settlement Class Counsel will file a motion seeking: (a) preliminary approval of this Agreement and certification of the Settlement Class as provided for in this Agreement; and (b) authority to provide notice of the proposed settlement to the Settlement Class.

5.2 After the Notice of Settlement is provided to members of the Settlement Class as directed in the Plan of Notice, Settlement Class Counsel will file a motion seeking entry of the Final Approval Order and Judgment, which conforms in all material respects to the form attached hereto as **Exhibit C**.

Article VI.

FAILURE TO OBTAIN APPROVAL OF SETTLEMENT

6.1 If the Court does not enter the orders preliminarily approving this settlement (**Exhibit B**) and certifying the Settlement Class (**Exhibit F**), or similar orders without material variance, or does not enter a Judgment approving this Agreement (**Exhibit C**), or similar order without material variance, after appropriate notice of the Settlement Fairness Hearing, or if it is no longer possible for the Judgment to become Final and Non-Appealable, then, at the option of any Party hereto, this Agreement and the related Settlement and certification of the Settlement Class shall immediately become null and void and Defendants shall be restored to any and all monies (including any interest accrued thereon) that it deposited or funded pursuant to this Agreement as the Settlement Proceeds, and the Parties shall move the Court for reassignment of the ED Class Lawsuit from the magistrate judge to the district judge assigned.

Article VII.

EFFECT OF EXCESSIVE OPT OUT

7.1 Defendants' objective is to settle the Released Claims. This objective cannot be realized if a great number of members of the Settlement Class elect to opt out of the Settlement Class. Settlement Class Counsel acknowledge that resolution of the Class Lawsuit is also in the best interest of the Settlement Class. Accordingly, Defendants and Settlement Class Counsel agree that they will not solicit or actively encourage putative members of the Settlement Class to opt out of the Settlement Class. However, this Agreement neither

prohibits Settlement Class Counsel from counseling any putative member of the Settlement Class about his or her legal rights nor prohibits any putative member of the Settlement Class who seeks such counsel from electing to opt out of the Class. Therefore, Defendants shall have the right and option, in its sole discretion, to terminate this Settlement if members of the Settlement Class who have claims which, in the aggregate, exceed seven and one-half percent (7.5%) of the Settlement Proceeds elect to opt out of this Settlement. Within ten (10) business days after the opt-out period ends, the Settlement Administrator shall determine whether the aforesaid threshold for opt-outs has been met and will notify Settlement Class Counsel and Defendants' Counsel in writing regarding the results of that determination and simultaneously provide a list of the members of the Settlement Class who have opted out. Defendants must elect to terminate this Settlement by written notice delivered to Settlement Class Counsel on or before the expiration of ten (10) business days following the date on which the Settlement Administrator provides the above-referenced written notice of the threshold for opt-outs. If Defendants do not exercise its right to terminate on or before the expiration of that ten (10) business day period, Defendants' right to terminate shall expire. If Defendants timely and properly exercise their option to terminate this Agreement, this Agreement shall become null and void, subject to the provisions of paragraph 9.1 below, and all orders of the Court preliminarily or otherwise certifying the Settlement Class shall be vacated and the Parties shall be returned to the status quo that existed in the Class Lawsuit before the Parties had preliminarily agreed to propose this Settlement (subject to appropriate extensions of deadlines to enable the litigation to proceed), including reassignment of the ED Class Lawsuit from the magistrate judge to the district judge assigned.

Article VIII.

APPOINTMENT OF SETTLEMENT ADMINISTRATOR

8.1 Subject to input from Settlement Class Counsel, the Court shall appoint one or more persons or organizations to function as Settlement Administrator. The duties undertaken by the Settlement Administrator shall be as described in the Plan of Allocation and Distribution and orders of the Court. All ordinary expenses, including the compensation of the Settlement Administrator, shall be Administration Expenses, to be paid out of the Settlement Proceeds and in the manner set forth in paragraph 1.1, above.

Article IX.

EFFECT OF DISAPPROVAL, CANCELLATION, AND TERMINATION

9.1 If this Agreement is terminated pursuant to the terms hereof or fails to become effective for any reason, then all orders of the Court preliminarily or otherwise certifying the Settlement Class shall be vacated and the Parties shall be returned to the status quo that existed in the Class Lawsuit before the filing of the motion for preliminary approval of the

settlement (subject to appropriate extensions of deadlines and answer date to enable the litigation to proceed in the ED Class Lawsuit), including reassignment of the ED Class Lawsuit from the magistrate judge to the district judge originally assigned. The Parties shall then proceed in all respects as if this Agreement and related orders had not been executed (and any monies paid by Defendants into any bank account pursuant to this Agreement shall be returned to Defendants within 30 days, together with any interest accrued thereon.). If this Agreement is not approved in full, is voided, terminated, or fails to become effective for any reason, then this Settlement (and the certification of the Settlement Class) shall have no continuing effect, and no reference to the fact of a proposed settlement, class certification, or the terms hereof shall be made in any court, administrative agency, or other tribunal (except to the extent needed to enforce the provisions hereof that remain in effect in such an event), and neither this Agreement nor the terms hereof may be used by any person or entity in any proceeding as an admission, concession, or indication of the validity of the claims and/or requested class certification in the Class Lawsuit, or evidence of wrongdoing, or liability or lack thereof, or for any purpose whatsoever, except as provided herein.

Article X.

MISCELLANEOUS

10.1 Defendants contend that the claims and allegations of wrongdoing or liability on its part, individually and collectively, by the Class Representative and the Settlement Class in the Class Lawsuit are without merit. Defendants expressly deny all allegations of wrongdoing or liability. It is expressly agreed that neither this Agreement nor any document referred to herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as an admission by Defendants of any fault, wrongdoing or liability whatsoever with respect to the subject matter of the Class Lawsuit. There has been no determination by any Court, administrative agency or other tribunal regarding the claims and allegations made against Defendants. Defendants further do not admit that the certification of the Settlement Class in this case would be proper for trial and/or litigation purposes, although the certification of the Settlement Class solely for settlement purposes is proper because of the effect of Settlement on the class issues.

10.2 The Class Representative, the Settlement Class, and Defendants agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated and expensive litigation. Entering into or carrying out this Agreement, and any negotiations or proceedings related thereto, is not, shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to this Agreement and shall not be offered or received in evidence in any action or proceeding by or against any Party hereto in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the settlement between Defendants and the Settlement Class, the

provisions of this Agreement, or the provisions of any related agreement, order, judgment or release.

10.3 The Notice of Settlement shall require that any member of the Settlement Class who elects to opt-out of the Settlement Class or objects to this Agreement or to the application for Class Counsel Fees and Expenses shall be in writing, shall be signed by the member of the Settlement Class who is opting-out or objecting, and shall be filed with the Court, a prescribed number of days prior to the Settlement Fairness Hearing as provided for in the exhibits to this Agreement. Because any appeal by an objecting Class Member to any part or all of this Agreement, Class Counsel Fees and Expenses, or Class Representative's Fee would delay the payment under the Settlement, the Court will be requested to enter the Judgment substantially in the form of Exhibit C that contains the provision in Paragraph 5 that each objecting Class Member must elect within thirty (30) days of the Judgment to: (a) not appeal; (b) appeal only the objecting Class Member's portion of the Net Settlement Amount or Class Counsel Fees and Expenses (including the Class Representative Fee) and agree to severance of that portion from the rest of the case so as to permit without delay the final judgment for all other Class Members; or, (c) if the objecting Class Member purports to appeal on behalf of the entire Class any part or all of this Agreement or Class Counsel Fees and Expenses, or does not definitively choose either option (a) or (b) above, each such objecting Class Member agrees to post a cash appeal bond to be set, in the Court's sole discretion, not to exceed an amount sufficient to reimburse Class Counsel's appellate fees, Class Counsel's expenses, and the lost interest for one year to the Class caused by the likely delay.

10.4 Each of the Parties shall use such Party's best efforts to cause this Agreement to be approved and consummated. Defendants, Settlement Class Counsel, and Class Representative shall also promptly take such actions as may be reasonably required to obtain final approval by the Court of this Agreement, and to carry out the terms of this Agreement.

10.5 The Court shall retain its traditional equitable powers over the Class Lawsuit as it pertains to this Agreement until the monies and funds in the Harris Settlement Account are fully and finally distributed.

10.6 This Agreement, including its exhibits, constitutes the entire agreement among the Parties hereto related to the Class Lawsuit and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized in this Agreement. The exhibits to this Agreement are:

- Exhibit A Plan of Allocation and Distribution Order
- Exhibit B Preliminary Approval Order
- Exhibit C Final Approval Order and Judgment
- Exhibit D-1 Notice of Settlement for direct mail

- Exhibit D-2 Notice of Settlement for publication
- Exhibit E List of Class Wells
- Exhibit F Order on Class Certification for Settlement Purposes
- Exhibit G List of Affiliates
- Exhibit H Consent to Magistrate Judge

10.7 This Agreement may be executed in one or more counterparts, and may be exchanged by facsimile, pdf and/or other imaged signatures which shall be as effective as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the Parties to this Agreement shall exchange among themselves signed counterparts and a complete, assembled executed counterpart shall be filed with the Court.

10.8 The Parties and their respective counsel have mutually contributed to the preparation of this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted the provision. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and other litigation expenses and costs.

10.9 This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10.10 Each of the undersigned represents that he or she is fully authorized to execute this Agreement on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in several counterpart originals on the date set forth opposite their names.

CLASS REPRESENTATIVE:



MARY KATHERINE HARRIS

Date Signed: October 21st, 2019

APPROVED BY CLASS COUNSEL:



Rex. A. Sharp/OBA No. 011990
REX. A. SHARP, P.A.
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and

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(405) 238-1000
Fax: (405) 238-1001

brett.agee@gaclawyers.com

RELEASED PARTIES:

CHEVRON U.S.A. INC. a Pennsylvania corporation, for itself and as successor in interest to **PURE PARTNERS, L.P.**, a Delaware Limited Partnership, **FOUR STAR OIL & GAS CO.**, a Delaware corporation, and **MCFARLAND ENERGY, INC.**, a Delaware corporation.

By: 

[Printed Name/Title] Frank G. Soler, Assistant Secretary

Date Signed: 22 October 2019

UNION OIL COMPANY OF CALIFORNIA, a California corporation

By: 

[Printed Name/Title] Frank G. Soler, Assistant Secretary

Date Signed: 22 October 2019

CHEVRON MIDCONTINENT, L.P., a Texas Limited Partnership

By: 

[Printed Name/Title] Frank G. Soler, Assistant Secretary

Date Signed: 22 October 2019

APPROVED BY RELEASED PARTIES' COUNSEL


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Exhibit A

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA**

MARY KATHERINE HARRIS, on)	
behalf of herself and all persons or)	
entities similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	Case No. _____
)	
CHEVRON U.S.A., INC., ET AL.,)	
)	
Defendants.)	

PLAN OF ALLOCATION AND DISTRIBUTION ORDER

This Plan of Allocation and Distribution Order sets forth the general way the Net Settlement Amount will be administered and distributed to Class Members. The Net Settlement Amount for Distribution will be allocated to each Class Member based on the factors and considerations set forth herein.

I. Plan of Allocation

The Net Settlement Amount for Distribution will be allocated among Class Wells and individual Class Members based upon: The Class Member’s decimal interest in the ownership of the royalty interests in each Class Well, and the net amount paid by Defendants for of gas and gas constituents for the producing Class Well or Wells in which

the Class Member has ownership in a royalty interest. Each individual Class Member's allocated share of the Net Settlement Amount for all Class Wells will be paid together in one lump sum.

For Class Wells, the royalty paydecks for the production months of December 2009 through February 2019 shall be used for allocation, subject to fair inquiry and correction for good cause shown. Distribution of the Net Settlement Amount will be made only to the last royalty owners paid by Defendants in a given Class Well, using Defendants last effective paydeck for each Class Well.

If a Class Well was plugged (or sold) during the Class Period covered by this Settlement, then the amount allocated to that well shall be paid to the last royalty owners paid by Defendants in those wells. The Settlement Administrator, with the assistance of Class Counsel and the Class' expert, will use royalty owner records produced in the Class Lawsuit and, to the extent available, computer databases to attempt to identify Class Members, ownership interests, and net amounts paid by Defendants for gas and gas constituents in order to administer this Plan of Allocation and Distribution Order.

The Distribution described above is based upon the following assumptions: (a) that very few sales of royalty interests in Class Wells have occurred during the time period covered by this Settlement; (b) that where sales did occur, the parties intended for the buyer to receive payment for past claims; and (c) that where royalty interest passed through inheritance, devise or inter-family transfers, it was the intent that the heir, devisee, or transferee receive payment for past claims. To the extent these assumptions are not correct for specific transfers

of interests or a payee is not the proper party to receive payment, the Court hereby Orders the Class Member who receives payment to make payment to the proper party.

II. Time for Allocation and Distribution

The Settlement Court shall supervise the allocation and distribution of the Net Settlement Amount, which shall be accomplished as follows:

(1) At least ten (10) business days before the Settlement Fairness Hearing, the Settlement Administrator, with the assistance of Class Counsel and the Class's expert, shall prepare a draft Summary Final Distribution Report that assumes the Settlement Court will award a combined forty-three percent (43%) of the Settlement Proceeds as Class Counsel Fees and Expenses and Administration Expenses to show the Settlement Court the estimated amount from the Net Settlement Amount to be distributed to each Class Member. Class Counsel will move the Court for approval of the methodology used for the draft Summary Final Distribution Report at the Settlement Fairness Hearing. The same methodology will be used for the Summary Final Distribution Report of the actual Net Settlement Amount to Class Members.

Defendants shall cooperate with Class Counsel and the Class' experts and consultants to verify the accuracy of the Summary Final Distribution Report. Defendants have previously provided the information upon which the distribution calculations are based, and will further provide last known addresses and tax identification numbers of Class Members currently available in Defendants' electronic databases, all of which shall be treated as Confidential Information under the protective order entered in this case.

Neither Defendants nor Defendants' Counsel is responsible or liable for any aspect of the allocation methodology or the Plan of Allocation and Distribution implementing that methodology.

(2) When the Judgment becomes Final and Non-Appealable, the Settlement Administrator will determine the names, addresses, and final amounts of Distribution Checks for each Class Member in accordance with this Plan of Allocation and Distribution Order, taking into account the actual amounts awarded as Class Counsel Fees and Expenses and subject to confirmation by Class Counsel. Within forty-five (45) days after the date the Judgment becomes Final and Non-Appealable, the Settlement Administrator shall issue and mail, or cause to be mailed, Distribution Checks to Class Members and include a Form 1099, when applicable. If possible, without undue expense, the Distribution Checks shall include line entry detail on a well-by-well basis of the Class Member's distribution amount. With each payment, the Settlement Administrator must include the notice as specified in paragraph 1.6 of the Settlement Agreement.

(3) Where the Class Member's distribution amount is \$5.00 or less, the Settlement Administrator will not issue or mail payment. Distribution of such small amounts would result in unnecessary expense to the Class, likely exceeding the value of the Distribution Check. Instead these funds will be treated as Undistributed Proceeds under the Settlement Agreement and other orders of the Court.

(4) Upon the Settlement Administrator depositing the Distribution Checks in the United States Mail, or causing them to be so deposited, the Class Representative and each

Class Member shall, by operation of the Judgment, have, fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Claims accruing at during the Released Period, and shall be forever barred and estopped from asserting any of the Released Claims against any of the Released Parties.

(5) Within three (3) business days of the date the Judgment becomes Final and Non-Appealable, the Settlement Administrator shall pay Class Counsel Fees and Expenses awarded by Settlement Court from the Settlement Proceeds. The Settlement Administrator shall make such payment by wire transfer in accordance with written payment instructions provided by Class Counsel. Defendants shall have no responsibility or liability for allocating the amount paid among the Class Representative, Class Counsel, expert witnesses, vendors, or other persons. In no event shall Defendants be required to pay Class Counsel Fees and Expenses out of its own funds, except as part of the Settlement Proceeds.

(6) Within ten (10) days of the mailing of the Distribution Checks, the Settlement Administrator shall provide Class Counsel a check register in the form of an electronic spreadsheet, reflecting the actual distribution by owner number, owner name, owner address, and amount paid. Within thirty (30) days after the Settlement Administrator issues and mails the Distribution Checks, it shall file this check register with the Settlement Court under seal. This Order provides permission for the filing of the check register under seal.

(7) Within one hundred twenty (120) days following the date reflected on the Distribution Checks, the Settlement Administrator shall file a reconciliation of the

distribution of the Settlement Proceeds, including the amount of any Undistributed Proceeds.

Ordered: _____, 2019.

U.S. District Magistrate Judge

Exhibit B

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA**

MARY KATHERINE HARRIS, on)	
behalf of herself and all persons or)	
entities similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	Case No. _____
)	
CHEVRON U.S.A., INC., ET AL.,)	
)	
Defendants.)	

**ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT,
APPROVING FORM OF NOTICE TO CLASS MEMBERS,
AND SETTING DATE FOR SETTLEMENT FAIRNESS HEARING**

This matter came on for hearing on the ____ day of _____, 2019, on the Plaintiff’s motion for preliminary approval of the proposed settlement between the Plaintiff and Settlement Class and Defendants. The terms in the Settlement Agreement, and all other capitalized terms in this order, are given and used with the same meanings herein as such terms are given in the Settlement Agreement that has been filed by the parties in the captioned case, unless this order specifically assigns a different meaning to any of those terms. The referenced Settlement Agreement will be referred to in this Order as the “Settlement Agreement.” The parties additionally seek approval of the form of Notice of Settlement and setting the date for the Settlement Fairness Hearing.

The Court, after reviewing the pleadings on file in this cause, hearing arguments of counsel and being fully and sufficiently advised, after specifically making a preliminary

review of the Settlement Agreement among Plaintiff and Defendants, finds that the Plaintiff's Motion should be, and is hereby, granted.

THEREFORE, THE COURT FINDS AND ORDERS AS FOLLOWS:

1. The Settlement Agreement appears to the Court to provide for terms that are within the range of being fair, reasonable, and adequate to the Settlement Class, and should be preliminarily approved by the Court.

2. The Court further finds that a Settlement Fairness Hearing should be held before the Court on _____, 2019 at _____.m. at the United States District Courthouse for the Eastern District of Oklahoma, 101 N. 5th Street, Muskogee, Oklahoma 74401. Evidence and arguments will be presented in support of final approval of the Settlement Agreement and in support of any motion for Class Counsel Fees and Expenses and Administration Expenses.

3. At the Settlement Fairness Hearing, the Court may, among other matters:

(a) consider any proper and timely filed opt-outs, timely objections to the proposed settlement, and timely objections to the request for Class Counsel Fees and Expenses and Administration Expenses, only if such opt-outs or objections comply with the requirements set forth in the Notice of Settlement and this Order;

(b) make further findings and orders concerning certification of the Settlement Class for settlement purposes, whether the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, and whether it should therefore be finally approved by the Court;

(c) make findings concerning whether the request by the Class Representative and Settlement Class Counsel for fees and litigation expenses, and for an incentive award for the Class Representative, to be awarded from the common fund in this case, is fair and reasonable;

(d) enter a Final Judgment as provided for in the Settlement Agreement;
and

(e) consider any other matters properly brought before the Court concerning the Class Lawsuit and the proposed settlement.

4. The forms of the Notice of the proposed settlement referenced in **Exhibits D-1** and **D-2** of the Settlement Agreement, will adequately inform the members of the Settlement Class of the scope and effect of the proposed settlement, as well as their rights related thereto. Therefore, the Court approves the content of the proposed Notice forms in **Exhibits D-1** and **D-2** to the Settlement Agreement and attached to this Order.

5. The Plan of Notice, that is the manner of providing notice of the proposed settlement to putative members of the Settlement Class, should be accomplished as the Settlement Agreement provides by: (1) mailing the proposed Notice, attached as **Exhibit D-1** (revised to reflect the date of the Settlement Fairness Hearing, the dates for the filing of opt-outs and objections, and the contact information of the Settlement Administrator) by first class mail as soon as reasonably possible to those putative members of the Settlement Class for whom names and mailing addresses have been identified; (2) publishing the Notice, attached as **Exhibit D-2**, as further described in the Plan of Notice in the Settlement Agreement as soon as reasonably possible (or if the newspaper does not

publish daily, the first publication date thereafter); and, (3) mailing the proposed Notice and other documents to the state attorneys general as required by law.

6. The Notice documents provided for in **Exhibits D-1** and **D-2** to the Settlement Agreement, and the method of providing notice to the Settlement Class set forth in this Order and in the Plan of Notice provided for in the Settlement Agreement, constitute the best notice practicable under the circumstances. Such forms of notice constitute due and sufficient notice of the Settlement Agreement and the proposed class settlement, and of the time, date and place of the Settlement Fairness Hearing, and constitutes due and sufficient notice for all other purposes, in accordance with all applicable statutory and state and federal constitutional requirements and other law, to all persons legally entitled to receive such notice.

7. Before the Settlement Fairness Hearing, Settlement Class Counsel shall cause to be filed with the Court a declaration that attests to the date of the mailing the form of Notice attached to the Settlement Agreement as **Exhibit D-1** and that attaches and *files under seal* the names and addresses of the putative members of the Settlement Class to whom the Notice was mailed. The declaration shall also attest to publication of the form of Notice attached to the Settlement Agreement as **Exhibit D-2**. This declaration(s) is to verify that Notice by mailing and publication have been accomplished pursuant to this Order and the Settlement Agreement.

8. Each person who wishes to appear at the Settlement Fairness Hearing in person or through separate counsel to object to the fairness, reasonableness or adequacy of the Settlement Agreement, or any provision thereof, or the request for Class Counsel Fees

and Expenses and Administration Expenses, must timely file the objection with this Court to put the Court and parties on notice of the objection. To be timely filed, the written objection must be filed by 5:00 p.m. on _____, 2019 and contain the following information:

- (a) A heading referring to Case No. _____, and to the United States District Court for the Eastern District of Oklahoma;
- (b) A reasonably detailed statement of each objection;
- (c) The objector's current address and telephone number;
- (d) The objector's signature; and
- (e) A statement identifying each interest of the objector in a Class Well by well name and county and the objector's operator-assigned owner number.

9. The Court further finds that an objector who fails to follow the specified procedure for objecting to the Settlement or to the request for Class Counsel Fees and Expenses or Administration Expenses, as set forth above, shall not be permitted to raise or pursue an objection at the Settlement Fairness Hearing, and such failure shall constitute waiver of any objection and right to appeal. Furthermore, any objector who does not appear, either in person or by counsel, at the Settlement Fairness Hearing to present his, her or its objection shall be deemed to have waived the right to object, and any such non-compliant objection by such person will be deemed withdrawn and of no effect.

Dated this ____ day of _____, 2019.

U.S. District Magistrate Judge

EXHIBITS:

Exhibit D-1: Long form of Notice (for mailing purposes)

Exhibit D-2: Shorter form of Notice (for publication purposes)

APPROVED:

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Counsel for Defendants

Exhibit C

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA**

MARY KATHERINE HARRIS, on)	
behalf of herself and all persons or)	
entities similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	Case No. _____
)	
CHEVRON U.S.A., INC., ET AL.,)	
)	
Defendants.)	

**ORDER APPROVING CLASS ACTION SETTLEMENT
AND FINAL JUDGMENT**

This matter came on for a class settlement fairness hearing this date, pursuant to due prior notice, to determine the fairness and appropriateness of the proposed settlement of the above styled litigation entered into between the Class Representative and Settlement Class (as those terms, as well as the other terms used herein, are defined in the Settlement Agreement on-filed in this Class Lawsuit) and Defendants. All named parties were present and represented by counsel. Also appearing were the following members of the Settlement Class (if applicable) the Court finding that they provided the proper notice to the Parties to appear and be heard:

The Court, having conducted an evidentiary hearing and, after reviewing the Settlement Agreement and all related pleadings and filings and being fully advised in the premises, finds, orders, and adjudges as follows:

1. The Court previously certified in this lawsuit, for settlement purposes only, a Settlement Class described as follows:

All persons who are or were royalty owners in Oklahoma wells where Defendants (Chevron U.S.A. Inc., Pure Partners, L.P., Union Oil Company of California, Chevron Midcontinent, L.P., Four Star Oil & Gas Co., and McFarland Energy, Inc. (including their affiliated predecessors and affiliated successors)) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from production from December 1, 2009 to the date judgment is signed. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any publicly traded company or their affiliated entity that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect at the time suit was filed herein; (6) overriding royalty owners and others whose interest was carved out from the lessee's interest; (7) royalty owners who had already filed and still had pending lawsuits for underpayment of royalties against Defendants as of September 1, 2017; (8) royalty owners only to the extent they take gas in-kind, if any; and, (9) royalty owners only to the extent receiving "Blanchard" payments (payments by Defendants of proceeds received from other working interest owners who marketed their own share of gas).

2. The Class Representative and Defendants have executed an Amended Settlement Agreement dated as of October 21, 2019 (the “Settlement Agreement”), which Settlement Agreement was duly filed with the Court for preliminary approval.

3. This Court gave preliminary approval to the proposed class settlement. Order Preliminarily Approving Class Settlement, Approving Form of Notice to Class Members, and Setting Date for Settlement Fairness Hearing (“Preliminary Approval Order”).

4. The Settlement Administrator complied with the Preliminary Approval Order. Its declaration shows the Notice was mailed to the putative members of the Settlement Class with known valid mailing addresses and was published as required by the Settlement Agreement and the Preliminary Approval Order. Having previously approved both the Plan of Notice and the Notice of Settlement, the Court now finds, orders, and adjudges that the Notice of Settlement and Plan of Notice was proper and sufficient under all applicable laws and represents the most practical means of giving notice under the circumstances. Further, each putative member of the Settlement Class was afforded a reasonable opportunity to opt out of or object to the Settlement.

5. Because any appeal by an objecting Class Member to the entire Settlement, Class Counsel Fees and/or Expenses, including the Class Representative’s Fee, or the Administration Expenses would delay the payment under the Settlement, each objecting Class Member must elect within thirty (30) days of this Order to: (a) not appeal; (b) appeal only the objecting Class Member’s portion of the Net Settlement Amount or Class Counsel Fees and Expenses and Administration Expenses, which is hereby severed from the rest of the case so as to not delay the final judgment for all other Class Members; or, (c) if the

objecting Class Member purports to appeal on behalf of the entire Class any of the Settlement, Class Counsel Fees and Expenses, Administration Expenses, or does not definitively choose option (a) or (b) above, each such objecting Class Member who appeals agrees to post a cash appeal bond to be set in the Court's sole discretion not to exceed an amount sufficient to reimburse Class Counsel's appellate fees, Class Counsel's expenses, and the lost interest for one year to the Class caused by the likely delay.

6. Attached hereto as **Exhibit A** is a list of those putative members of the Settlement Class who have timely and validly opted-out of the class settlement. The persons listed on **Exhibit A** are not bound by any of the following provisions of this final Judgment. They are not entitled to receive any Distribution Check as a result of the Settlement, and their portion of the Net Settlement Amount shall be returned to Defendants. If, however, members of the Settlement Class having claims which, in the aggregate, exceed 7.5% of the Settlement Proceeds have elected to opt out of the Settlement, Defendants have the option to elect termination of the Settlement Agreement. The value of the claims of the putative members of the Settlement Class who have elected to opt out [do/do not] exceed 7.5% of the Settlement Proceeds.

7. In preparing for and at the Settlement Fairness Hearing, the Court considered each of the factors listed in Rule 23(e) of the Federal Rules of Civil Procedure, including: (a) the fairness, reasonableness and adequacy of the Settlement Agreement; and (b) the fairness and reasonableness of the application for Class Counsel Fees and Expenses and Administration Expenses.

8. The Court finds that the class settlement embodied in the Settlement Agreement is fair, reasonable, and adequate. The Class Representative and Defendants entered the Settlement Agreement in good faith and without collusion. The Plan of Allocation and Distribution Order is also specifically found to be fair and reasonable to the Settlement Class. It treats the class members equitably relative to each other. The Court hereby finally approves the Settlement Agreement and the proposed class settlement, including the Plan of Allocation and Distribution Order.

9. The Order on Class Certification for Settlement Purposes, previously entered by the Court, is incorporated herein. This Judgment reaffirms the propriety of certification of this action as a class action for settlement purposes only. This matter is, and has been, certified as a class action, for settlement purposes only.

10. This action is hereby **DISMISSED WITH PREJUDICE** to the re-filing of same or any portion thereof. The Court retains jurisdiction to administer the settlement distribution process as contemplated in the Settlement Agreement. The Court also retains jurisdiction to enforce this Order Approving Class Settlement and Final Judgment. Notwithstanding the jurisdiction that this Court retains as to such matters, this is a final judgment fully disposing of all claims as to all parties and, therefore, is an appealable order and final judgment.

11. Each member of the Settlement Class is ordered and adjudged to have conclusively released the Released Claims against the Released Parties for the Released Period as to each of the Class Wells.

12. Each member of the Settlement Class is hereby barred and permanently enjoined from prosecuting, commencing or continuing any claim or action on any of the Released Claims, and as to any of the Released Parties, by way of claim, counterclaim, offset, or otherwise.

13. Distributions of the Net Settlement Amount to Class Members shall be based on the assumptions that (a) very few sales of royalty interests have occurred during the claim and Released Period covered by the class settlement, (b) where sales did occur, it was the intent of the parties that the buyer was entitled to receive payment for past claims, and (c) where royalty interests passed through inheritance, devise or interfamily transfers, it was the intent that the heir, or devisee or transferee also receive payment for past claims. To the extent that these assumptions are not correct as to any specific transfers of interests or a Class Member receiving payment is not the proper party to receive a payment, the Court orders that Class Members who receive payment in those instances shall in turn make payment to the proper party or parties entitled to such payment, as set forth in the Settlement Agreement.

14. Any Class Member who receives a payment pursuant to the class settlement and fails to make payment to the proper party pursuant to paragraph 13, above, shall indemnify Defendants and the other Released Parties against any claim made against Defendants and/or any of the other Released Parties by any other person or entity asserting entitlement to the payment.

15. A Class Member who does not receive a Distribution Check as a result of the assumptions described in paragraph 13 or of the application of the minimum distribution

threshold shall be deemed to have released the Released Claims against all Released Parties regardless of whether that Class Member is entitled to some or all of the distribution made to another Class Member, and regardless of whether that Class Member does or does not comply with the Court's order to make payment to the proper party.

16. Distribution of the Net Settlement Amount shall be made to Class Members in accordance with the Plan of Allocation and Distribution Order previously approved by the Court. The Class Representative, Settlement Class Counsel, Defendants, and the Released Parties shall have no liability to the Settlement Class or to any Class Member for mis-payments, over-payments, under-payments, errors, or omissions in the allocation or distribution methodology or process, or for the results of such methodology or process, so long as they do not violate the express terms of the Plan of Allocation and Distribution Order approved by the Court, nor violate the express terms of any other orders pertaining to the distribution of the Net Settlement Amount entered by the Court. If any Class Member may establish a right to a greater share of the Net Settlement Amount allocated to a Class Well, that Class Member's sole remedy shall be a claim against the other Class Members in the Class Well.

17. By agreeing to settle the claims of the Settlement Class as to the Released Parties in the Class Lawsuit, Defendants do not admit, and indeed specifically dispute and deny, both the claims and assertions of the Class Representative in the Class Lawsuit and any and all liability to the Settlement Class, the Class Representative and Class Counsel.

18. All documents, electronic data and other materials produced by Defendants in the Class Lawsuit that were designated confidential, shall be returned to Defendants

promptly upon the expiration of 180 days after this Judgment becomes Final and Non-Appealable.

19. The class settlement approved by this order and final judgment is a compromise and settlement of disputed issues over whether this case could ever be validly certified as a class action suit for purposes of a trial on the merits (as opposed to for purposes of settlement), as well as disputed issues over the claims and defenses asserted in this suit. Neither the Court's certification of the Settlement Class, nor the Settlement Agreement (and the settlement provided for therein), nor the carrying out of the class settlement may ever be used by any person or entity for any purpose in any other litigation against Defendants or any of the other Released Parties for any other purpose, other than to enforce the terms of the Settlement Agreement and this Order Approving Class Action Settlement and Final Judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED this ____ day of _____, 2019.

U.S. District Magistrate Judge

Attachments:

Exhibit A: List of persons who have opted out of the class settlement

APPROVED:

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Counsel for Defendants

Exhibit D-1

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA**

MARY KATHERINE HARRIS, on)	
behalf of herself and all persons or)	
entities similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	Case No. _____
)	
CHEVRON U.S.A., INC., ET AL.,)	
)	
Defendants.)	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

THIS IS AN OFFICIAL NOTICE SENT TO YOU UNDER COURT ORDER FROM THE HONORABLE _____, UNITED STATES DISTRICT MAGISTRATE JUDGE FOR THE EASTERN DISTRICT OF OKLAHOMA, TO:

All persons who are or were royalty owners in Oklahoma wells where Defendants (Chevron U.S.A. Inc., Pure Partners, L.P., Union Oil Company of California, Chevron Midcontinent, L.P., Four Star Oil & Gas Co., and McFarland Energy, Inc. (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from December 1, 2009 production to the date judgment is signed. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any publicly traded company or their affiliated entity that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect at the time suit was filed herein;

(6) overriding royalty owners and others whose interest was carved out from the lessee's interest; (7) royalty owners who had already filed and still had pending lawsuits for underpayment of royalties against Defendants as of September 1, 2017; (8) royalty owners only to the extent they take gas in-kind, if any; and, (9) royalty owners only to the extent receiving "Blanchard" payments (payments by Defendants of proceeds received from other working interest owners who marketed their own share of gas).

More information can be found on the website established for communications about this settlement: **www.harris-chevron.com**. The website includes a list of Class Wells that are affected by, and subject to, this Settlement as well as the entire Settlement Agreement with its exhibits (the "Settlement Agreement").

This Notice is given pursuant to the United States District Court for the Eastern District of Oklahoma (the "Court"). The purpose of this Notice is to advise you:

- (a) The Court has conditionally certified this lawsuit as a class action for settlement purposes only.
- (b) The Class Representative, Class Counsel, and Defendants have entered into a Settlement Agreement that shall become effective if a court order approving the Settlement becomes final and not subject to appeal. The Settlement Agreement provides that Defendants shall pay the Settlement Class \$4,900,000.00, subject to the conditions and qualifications set forth in the Settlement Agreement, including the provisions decreasing such amount for the return to Defendants of any Monies Payable to Opt-Outs (the "Settlement Proceeds"). The Settlement Proceeds is a gross amount before deduction of court approved attorneys' fees and expenses, class representative incentive award, and Settlement Administration Expenses.
- (c) The Court will conduct a hearing to determine whether to finally approve the Settlement (the "Settlement Fairness Hearing" as defined in the Settlement Agreement).

**TO OBTAIN THE BENEFITS OF THIS PROPOSED
SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING.**

IT IS IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LAWSUIT.

I. SUMMARY OF THE CLASS ACTION LITIGATION

This Class Action Litigation was originally filed in the District Court of Grady County, Oklahoma in December of 2014. Defendants removed the action to the United States District Court for the Western District of Oklahoma on January 28, 2015. Ms. Harris, on behalf of herself and, as Class Representative, on behalf of all similarly situated royalty owners, asserted that Defendants underpaid royalties by taking deductions for fees and expenses, including fuel used, for the midstream post-production costs of gathering, compression, dehydration, treatment, processing, and marketing of gas produced between December 2009 to the present. The Parties settled the case while it was pending in the Western District of Oklahoma federal court. Due to the passage of time, the Parties stipulated to dismissal of the action in the Western District of Oklahoma where the motion for preliminary approval of the Settlement had been pending since June 20, 2019 and its refiling in this Court for consideration of and, if approved, administration of the settlement. Ms. Harris, on behalf of herself and, as Class Representative, on behalf of all similarly situated royalty owners, asserted that Defendants underpaid royalties by taking deductions for fees and expenses, including fuel used, for the midstream post-production costs of gathering, compression, dehydration, treatment, processing, and marketing of gas produced between December 2009 to the present. The Released Claims (as defined in ¶ 1.18 of the Settlement Agreement) include all claims that were or could have been asserted for underpayment of royalties on gas and gas constituents in connection with this Class Lawsuit. Defendants continue to deny all allegations of liability and damages and have asserted various defenses to the Class Representative's claims and to certification of the Class. If the Settlement is approved, the Class Lawsuit will be dismissed with prejudice.

By giving this Notice, the Court is not expressing any opinion regarding the merits of either the Class Representative's claims or Defendants' defenses. Nothing contained in this Notice should be construed as suggesting the Court's view as to which side might prevail should this matter proceed to class certification and trial on the merits.

II. CLASS CERTIFICATION

The Court has entered two orders: (1) Order Preliminarily Approving Class Settlement; and (2) Order on Class Certification for Settlement Purposes. Both Orders are available on the website for this Settlement, www.harris-chevron.com.

In the Orders, the Court defined the Settlement Class as described above and designated Mary Katherine Harris as the Class Representative of the Settlement Class and appointed the below named lawyers from three law firms as Settlement Class Counsel:

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Reagan E. Bradford OBA No. 22072
Ryan K. Wilson OBA No. 33306
Margaret E. Robertson OBA No. 30235

Prairie Village, KS 66208

THE LANIER LAW FIRM
431 W. Main Street, Suite D
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Brett Agee OBA No. 12547
GARVIN AGEE CARLTON, P.C.
101 E. Grant Avenue
P. O. Box 10
Pauls Valley, OK 73075-0010

III. THE PROPOSED CLASS SETTLEMENT

After a thorough analysis of all claims and defenses by Class Counsel and experts and extensive settlement negotiations spanning several months, the Class Representative on behalf of itself and the Settlement Class, Settlement Class Counsel, and Defendants have agreed to settle the Released Claims, subject only to Defendants' limited right to terminate the Settlement Agreement and final approval by the Court. The Court has preliminarily approved the Settlement for the purpose of giving this Notice and setting a Settlement Fairness Hearing.

The basic terms of the Settlement Agreement between the Settlement Class and Defendants are as follows:

1. Defendants, as that term is defined in the Settlement Agreement, will pay the sum of \$4,900,000.00 (subject to adjustments set forth in the Settlement Agreement) to the Settlement Class as a full, complete, and final settlement of all Released Claims as to all Released Parties during the Released Period, as those terms are more specifically defined in the Settlement Agreement. Defendants shall not be liable to the Settlement Class, the Class Representative, or Settlement Class Counsel for any other costs, expenses or fees.
2. Defendants and the Class Representative agree that the Settlement Proceeds, subject to adjustments for opt-outs and exclusions from the Class, shall be for the benefit of the Settlement Class, subject only to the court approved Class Counsel Fees and Expenses and Administration Expenses.
3. Upon Final Approval of the Settlement Proceeds by the Court, the Settlement Class and Class Representative shall be deemed to have fully, finally, and forever released, relinquished and discharged Defendants and the Released Parties for all Released Claims, again as those terms are defined in the Settlement Agreement.
4. Defendants have asserted and continue to assert many defenses to the Class Representative's and Settlement Class' claims and contentions. Defendants

expressly assert their defenses have merit and that they have no liability to the Settlement Class or the Class Representative.

IV. DISTRIBUTION OF NET SETTLEMENT AMOUNT TO CLASS MEMBERS

Settlement Class Counsel has requested that the Court (i) award Settlement Class Counsel an attorney's fee in an amount to be determined by the Court but not to exceed forty percent of the Settlement Proceeds; (ii) award the Class Representative a fee in an amount to be determined by the Court but not to exceed two (2) percent of the Settlement Proceeds; and (iii) reimburse Class Counsel from the Settlement Proceeds for all litigation expenses paid by Settlement Class Counsel, including expert and consulting fees and other litigation expenses in amounts to be determined by the Court, and Administration Expenses advanced before the Settlement is finally approved. If the Court approves this request, said amounts will be deducted from the Settlement Proceeds before the Net Settlement Amount is calculated and Distribution Checks are mailed to the Class Members.

Generally, the Net Settlement Amount shall be proportionately allocated among Class Members based upon the size of the royalty owner's interest and the amount paid to each royalty owner for Defendants' gas produced from each Class Well from December 1, 2009 through February 2019. Distribution of the Net Settlement Amount will be made only to the last royalty owners paid by Defendants in a given Class Well. A draft of the Plan of Allocation and Distribution Order is Exhibit A to the Settlement Agreement and is subject to Court approval.

The distribution of the Net Settlement Amount to Class Members is based on the following assumptions: (a) that very few sales of royalty interests have occurred during the specified time period; (b) that, where sales did occur, the parties intended for the buyer to receive payment for past claims; and (c) that, where royalty interests passed through inheritance, devise or interfamily transfers, it was the intent that the heir, devisee or transferee receive the right to receive payment for claims based on past production. To the extent these assumptions are not correct as to specific transfers of interests, the Court will be asked to order that the Class Member who receives payment shall in turn make payment to the proper party.

V. CLASS SETTLEMENT FAIRNESS HEARING

The Settlement Fairness Hearing will be held on _____, 2019 beginning at _____.m., in the United States District Courthouse for the Eastern District of Oklahoma, 101 N. 5th Street, Muskogee, OK 74401.

A CLASS MEMBER WHO DOES NOT OPT OUT DOES NOT NEED TO APPEAR AT THE SETTLEMENT FAIRNESS HEARING OR TAKE ANY OTHER ACTION TO PARTICIPATE IN THE SETTLEMENT.

VI. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?

A. You Can Participate in the Proposed Class Settlement by Doing Nothing.

By taking no action, your interests will be represented by the Class Representative and Settlement Class Counsel. As a Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. The Class Representative and Settlement Class Counsel believe that the Settlement is in the best interest of the Class, and, therefore, they intend to support the proposed Settlement at the Settlement Fairness Hearing.

B. You May Opt Out of the Settlement Class.

If you do not wish to be a member of the Settlement Class, then you may opt out of the Class as set forth in ¶ 10.3 of the Settlement Agreement and summarized below. On or before 5:00 p.m. CST on _____, 2019, you must file your opt-out with the Clerk of the United States District Court for the Eastern District of Oklahoma, 101 N. 5th Street, Muskogee, Oklahoma 74401.

Your opt-out must state the following:

(a) I do not want to be a member of the Settlement Class in *Mary Katherine Harris v. Chevron U.S.A., Inc., et al*, No. _____, pending in the United States District Court for the Eastern District of Oklahoma. I understand it will be my responsibility to pursue any claims I may have, if I so desire, on my own and at my expense;

(b) My Chevron royalty identification owner number is #_____. I have owned a royalty interest in the following Class Wells: [identify each Class Well by Well/property name as shown on your check stub]; and

(c) Your signature.

C. You May Remain a Member of the Settlement Class but Object to the Proposed Settlement.

Under ¶ 10.3 of the Settlement Agreement, you have the right to remain a member of the Settlement Class but still object to the proposed Settlement and any of its terms, including the requests for Class Counsels' Fees and Expenses and Administration Expenses. To object to the Settlement, on or before 5:00 p.m. CST on _____, 2019, you must file with the Clerk of the Court for the United States District Court for the Eastern District of Oklahoma, 101 N. 5th Street, Muskogee, Oklahoma 74401, a written objection containing the following information:

(a) A heading referring to *Mary Katherine Harris v. Chevron U.S.A., Inc., et al*, No. _____, pending in the United States District Court for the Eastern District of Oklahoma;

- (b) A reasonably detailed statement of each objection;
- (c) Your current address and telephone number;
- (d) Your owner identification number with Chevron;
- (e) The name of each well in which you own a royalty interest as shown on your check stub from Chevron; and
- (f) Your signature.

If you fail to timely file such written statement or to provide the required information, the Court will treat your objection as not filed at all. Also, any appeal by a valid and timely objector must comply with the Settlement Agreement, which is available in its entirety at www.harris-chevron.com.

VII. CONDITIONS AND CONSEQUENCES OF NON-APPROVAL

If the Court or an appellate court does not enter an Order approving the Settlement, then the Settlement shall become null and void and the case will proceed as though the Settlement Agreement was never entered into.

VIII. SCOPE OF NOTICE AND ADDITIONAL INFORMATION

This Notice contains only a summary of the Class Lawsuit and the proposed Settlement Agreement. The pleadings and other papers filed in this Action are available in the Office of the Clerk of the Court for the United States District Court for the Eastern District of Oklahoma, 101 N. 5th Street, Muskogee, Oklahoma 74401. You also may obtain a copy of the Complaint and Settlement Agreement, as well as any status updates on this case, from the following website: www.harris-chevron.com.

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR
THE CLERK ASKING FOR INFORMATION.**

U.S. District Magistrate Judge

Exhibit D-2

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT
FROM THE HONORABLE _____, UNITED STATES DISTRICT
MAGISTRATE JUDGE FOR THE EASTERN DISTRICT OF OKLAHOMA:**

SETTLEMENT CLASS: All persons who are or were royalty owners in Oklahoma wells where Defendants (Chevron U.S.A. Inc., Pure Partners, L.P., Union Oil Company of California, Chevron Midcontinent, L.P., Four Star Oil & Gas Co., and McFarland Energy, Inc. (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from December 1, 2009 production to the date judgment is signed. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any publicly traded company or their affiliated entity that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect at the time suit was filed herein; (6) overriding royalty owners and others whose interest was carved out from the lessee's interest; (7) royalty owners who had already filed and still had pending lawsuits for underpayment of royalties against Defendants as of September 1, 2017; (8) royalty owners only to the extent they take gas in-kind, if any; and, (9) royalty owners only to the extent receiving "Blanchard" payments (payments by Defendants of proceeds received from other working interest owners who marketed their own share of gas).

IF YOU ARE IN THE CLASS DEFINED ABOVE AND DID NOT RECEIVE IN THE MAIL A "NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION", THEN YOU SHOULD PROMPTLY OBTAIN A COPY OF THE NOTICE AND READ IT CAREFULLY AS IT IMPLICATES YOUR RIGHTS.

Call the Administrator at 1-833-759-2981 or

Visit www.harris-chevron.com.

EXHIBIT E**LIST OF CLASS WELLS/PROPERTIES**

Property	Property Name
10006	HUFNAGLE #1
10645	ED MARTIN 11 & 13
10681	WHITE C # 6 SIDETRACK
10684	WHITE C # 7
10702	WHITE C # 8
11524	WHITE B #8-3
13015	CHRISTIAN, L C
13069	BLEHM J UNIT
13073	HURLIMAN 'A' #4
13085	COCHRAN UNIT
13086	DAVIDSON, J A
13088	ERHART A
13089	GEERY C UNIT
13160	FRIESEN UNIT (1-28)
13169	HITCH A #2
13170	GEORGE A E UNIT
13171	GEORGE R UNIT
13172	GILL R UNIT
13173	GLECKER B H UNIT
13174	GOSS UNIT; GOSS UNIT #2
13175	ENNS TRUST 24-1 & GUIER 1R
13176	HALL R D UNIT
13178	HAMBY, BESSIE
13179	HITCH J UNIT
13180	HOUSER, J T
13222	LIESE, A. A. UNIT
13235	MATLICK M UNIT
13249	HURLIMAN 'B' UNIT
13250	JACKSON KATE #1 & #2
13251	JOHNSON R UNIT
13252	KELLER RG UNIT
13253	LAIRD C UNIT
13254	LANCASTER UNIT
13255	LEE D S #2 UNIT
13284	JOLLIFFE, O
13297	LEWTER A D UNIT

Property Property Name

13300	MARTIN B UNIT
13301	MILLER C
13302	MONTGOMERY UNIT
13303	MUNRO R UNIT
13330	OLSON 'C'
13340	RAHENCAMP E W UT
13346	E W REITZ
13348	PERKINS, B. O.
13350	NESMITH R L UNIT
13352	OLSON 'A'
13353	OLSEN 'B' #2
13354	PATRICK B UNIT
13355	PHILLIPS, E V UNIT
13356	PORTER UNIT
13391	ALESEN UNIT
13399	REITAN UNIT
13404	BAUGHMAN JW UNIT
13405	REISS H C UNIT
13406	SAFRANKO M J UNIT
13407	SMITH R UNIT
13408	THOMAS D UNIT
13410	TRYON L E UNIT
13411	WATSON NM UNIT
13465	WERNER G UNIT01
13466	WERNER H UNIT
13468	WIGGINS 'B'
13469	J E WISE #2
13470	YOUTSLER WD UNIT
13471	ZARKER RE UNIT
13472	HUDIBURG UNIT
13501	WOODARD UNIT
13510	JACK CURTIS #1
13523	NASH 1B
13526	TEXAS FEED LOT #1
13528	BOMGARDNER UNIT #2
13562	DULL, M. L. UNIT
13571	ENZ B UNIT
13572	ERHART B UNIT
13574	LEE-WILLOUGHBY UNIT
13581	HITCH HC
13582	MARTIN UNIT A
13583	PATRICK A
13584	REYNOLDS UNIT

Property Property Name

13690	SCHLUCKEBIER 1,2,3&5
13694	DAVIS-HITCH #1
13815	BOYS RANCH 16- 1
13848	ALLEN, LEON
13849	BROWN-SAFRANKO
13858	ENZ 'A'
13859	NASH, C A
13861	TRUESDELL #1
13862	WIGGINS 'A'
13863	ROSEBERRY UNIT
13958	WISE #1
13963	NEVILLE TRUST 6-1
14000	TIGER 1-5
14063	H W WACKER #1 RE
14153	WINIFRED 26 #1
14155	HITCH ENTERPRISES 7
14156	GLADYS 35 #1 RE
14157	GRIDER 12 #1
14202	ELLIOTT 2 #3
1607	FOX ALLIANCE
1608	BRICKEL
1619	BRISCOE-WILDER #2
1621	GRAHAM EARL RECOM
1626	PAYNE M W
1809	GRAVES DIXON
1883	KNOX BROM SU INDIAN
1885	JERRY BELL
1934	MAMIE #1-36
1935	BRISCOE #2-36
1944	ELI 1-20H; JAELYN #1; K SIERRA #1,2,3,5; REED #1
1945	J KAYE #1, #2, #4, #5 & #6; J KAYE 7-33H
1953	P DIANE #1,2,3,4,5
1959	K RICHARD #1,2,3,4,5,6-17
1968	H MARINO #1,2,3
1983	EVA GRAY #1,2,3,4
2001	SHI RANDALL #1 & #2 & #3, 4-29
2074	RABBIT EAR WELL 1 - 4
2117	EVELYNA #1-36
2119	CARSON 1-25 COOP DYER HOX
2124	JONES, ALICE #3-26
2129	RENETE 1-25, 2-25
2132	CARMEN 1-36
2141	HOLT 1-24

Property Property Name

4645	MCCRORY UNIT #1
4677	STEPHENS, C A
4701	BAKER "A", L. R.
4726	BRITTAIN WILLIE
4740	VELMA TUSSY UNIT
4742	STELLA BILLY 1-26
4743	J C WALTERS #4-19
4754	GODDARD, J A #3
4755	GODDARD, J A #2
4756	WHITE C #4
4757	BILLY 1-26
4759	MEIER, T. O. #3
4762	TEXACO TIMS #1-10
4768	BOBCAT RIDGE 1-8
4771	HARVEY STEFFEN #1
4773	BIFFLE 1-21H
4781	MUTZ #2
4787	WINANS B
4791	STELLA BILLY 2-26
4792	RINGER 1-32H
4805	COFFEY #1
4811	WALTER HINKLE 23-4 RECOMP
4817	F L SLEIF 1
4826	PEVEHOUSE #1-4H
4831	BLACK C #1
4837	UZZO 1-25H
4840	MARTIN ED 1-D, 12 & 16
4938	LOTE FOSTER #1
4941	WALTER HINKLE #1
4943	T. O. MEIER #1
5338	WHITE J #3
5343	MUTZ #24-3
5347	WINANS A
5352	LAMBERT 25-1
5353	RACHEL 1-8H
5359	HELMERICH 1-13H
5370	MITCHELL #36-1H
5375	SZENASY #2
5382	MC CLANAHAN-MARTIN
5386	WHITE FUEL #5
5389	CREEL, ILLA
5396	ROY ELSING #5
5398	L E GRAY 24-3

Property Property Name

5404	GRAY L E 24-4
5415	J A COLLINS 6-2
5418	BRYANT 1-4H
5461	HARRINGTON, M L #1&2
5683	WHITE FUEL #2
5687	W E WHITE #4
5692	ROY ELSING #2
5694	WHITE D #2; D #6
5696	WHITE D #3
5772	DROMGOLD C #33-1
5781	GODDARD #2-2
5786	GODDARD, CARL #3
5791	HATTIE HARRELL B
5796	GODDARD, J A #1
5805	LA FEVERS, JC #1
5813	M LUCAS "A"
5818	DOMA SPEARS 1-H
5824	WALLACE, WAYNE #1
5831	WILLIAM FLOYD #3
5833	HATTIE HARRELL D UT
5840	CROSBIE UNIT
5872	PAVY, J C #1-10
5874	SINGING-IN-WATER UNIT
5876	SMALLMAN #1&2
6089	ROY ELSING #4-33
6101	WHITE J #1 & #2
6136	FRENSLEY D
6146	FRENSLEY E
6154	FRENSLEY "F"
6166	FRENSLEY H
6176	FRENSLEY 'J' #25
6191	JOHNSON #8-1
6192	WAYNE WALLACE #2-21
6205	COLLINS, J A #6-4
6218	NATION #5-1
6219	GODDARD, J A 1-#4
6224	WHITE B #3-4H
6230	WORRELL 22-1
6231	H M JENNINGS #2
6233	HUFFMAN 1-27H
6239	CHAMPAGNE HEIRS 26-1
6242	LUTHER GRAY #1
6245	MOORING #26-1

Property Property Name

6247	WILSON 1-34H
6250	HARRELL, HATTIE 'C'
6262	THEODOCIA MILLER B #1
6443	WHITE C #2
6498	DEEP BLUE #22-1
6500	BRUCE RIDLEY
6507	DOAK UNIT
6512	J A GODDARD #5
6513	HATTIE HARRELL D
6524	SPANGLER 2-24
6537	A N HARLEY
6566	WALTERS, J. C. #1-19
6568	WALTERS, J. C. #2A-19
6759	ROY ELSING
6761	FLOYD, WILLIAM
6763	JACK MURDAUGH #1 & #2
6764	WHITE P #1 & #2
6766	WHITE PA #3
6768	W E WHITE 1,2,3,5,6
6769	ROY ELSING #3
6770	WHITE FUEL #1
6790	MCCASLAND UNIT #1
6828	YOUNG #32-1
6829	MEIER TO #2
6840	LOTE FOSTER #2
6843	KURT 5-30
6862	FRENSLEY-B
7027	WHITE FUEL #3
7075	NICHOLS 'A' #2
7089	FRENSLEY 'C'
7331	WHITE D #4
7344	MCEVOY, IDA #2
7347	H M JENNINGS #1-23
7357	WINANS C
7360	LELA 1-33H
7376	WHITE FUEL #4
7526	WHITE B
7527	WHITE C #1
7567	J M ROBBERSON
7590	WHITE #1-34
7592	DROMGOLD D #1-35
7601	WHITE D #5
7607	LAFEVERS,JC #2-10

Property Property Name

7611	J.C WALTERS #3-19
7615	FOLEY WHITENER #1
7633	ALDRIDGE 1-15H
7766	WHITE D #1
7770	WHITE F #1, #2
7820	SPEARS, DOMA
7821	J A COLLINS #6-3
7823	MCEVOY, IDA #1
7828	WHITE P 30-4 APO
7831	VELMA SIMS SAND UN
7844	U S STEEL "B" UNIT #2
7846	CHICA 1-8H
7926	HAROLD 1-33H (RECOMP
7978	BUTTS, JESSE #26-1
8086	WHITE C #5
8225	WHITE B #5, 6 & 7
8227	MCCLANAHAN JJ (DEEP)
8761	FRENSLEY-MARTIN
8762	FRENSLEY-MARTIN 1H
8763	SELBY - BATTERIES 4, 7, 8
8764	SELBY-BATTERY 5 WELL 2-D & 59
8911	WILLIAM FLOYD #2 RD OAK
8912	WILLIAM FLOYD #2 HRTSHN
8943	FRANKLIN WIRT (DEEP)
8972	WALTER HINKLE #3
9023	OZMENT CHRISTIAN #26
9069	GALENA #1-25
9205	CARSON 25-1 (CISCO)
9300	VON TUNGELIN 4-29
9889	DOMA SPEARS 2H
1938	NE VERDEN UNIT-PHASE I
7147	VERDEN UNIT, N TR. 12; N E VERDEN MARCHAND TR 14

Exhibit F

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA**

MARY KATHERINE HARRIS, on)	
behalf of herself and all persons or)	
entities similarly situated,)	
)	
Plaintiff,)	
)	
vs.)	Case No. _____
)	
CHEVRON U.S.A., INC., ET AL.,)	
)	
Defendants.)	

ORDER ON CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

The Court adopts and incorporates the definitions set forth in the Settlement Agreement that has been entered into between the Plaintiff, on behalf of herself and as representative of the Settlement Class, and Defendants, and which has been filed with the Court for purposes of seeking approval of the same (the "Settlement Agreement"). The capitalized terms in this Order have the same meaning as given to them in the Settlement Agreement, unless this Order defines the term differently, in which case the definition used in this Order controls.

The Court has considered the Settlement Agreement and has preliminarily approved the proposed class settlement by entry on this same date of this Court's Order Preliminarily Approving Class Settlement, Approving Form of Notice to Class Members, and Setting Date for Settlement Fairness Hearing ("Preliminary Approval Order");

This Court has been asked to certify the Settlement Class, as a class action for settlement purposes only;

The Court has reviewed the record in this matter in the context of this case being resolved by settlement rather than trial, and has found that good cause is present in this lawsuit for the findings and other matters set forth below; and

The Court concludes that certification of the Settlement Class is appropriate,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court has jurisdiction over the persons and entities who are putative members of the Settlement Class and Defendants and has jurisdiction over the subject matter of this action;

2. The Court finds the Settlement Class should be certified for the purposes of proceeding with the Settlement. The Settlement Class is:

All persons who are or were royalty owners in Oklahoma wells where Defendants (Chevron U.S.A. Inc., Pure Partners, L.P., Union Oil Company of California, Chevron Midcontinent, L.P., Four Star Oil & Gas Co., and McFarland Energy, Inc. (including their affiliated predecessors and affiliated successors)) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from production from December 1, 2009 to the date judgment is signed. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any publicly traded company or their affiliated entity that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement

agreements, if any, still in effect at the time suit was filed herein; (6) overriding royalty owners and others whose interest was carved out from the lessee's interest; (7) royalty owners who had already filed and still had pending lawsuits for underpayment of royalties against Defendants as of September 1, 2017; (8) royalty owners only to the extent they take gas in-kind, if any; and, (9) royalty owners only to the extent receiving "Blanchard" payments (payments by Defendants of proceeds received from other working interest owners who marketed their own share of gas).

3. The Court finds the above-defined Settlement Class satisfies all prerequisites of Federal Rule of Civil Procedure 23 for certification of a settlement class:

a. Numerosity. Plaintiff has demonstrated "[t]he class is so numerous that joinder of all members is impracticable." FED. R. CIV. P. 23(a)(1). The Tenth Circuit has not adopted a set number as presumptively sufficient to meet this burden, and there is "no set formula to determine if the class is so numerous that it should be so certified." *Trevizo v. Adams*, 455 F.3d 1155, 1162 (10th Cir. 2006). Whether a class satisfies the numerosity requirement is "a fact-specific inquiry" that district courts have "wide latitude" when determining. *In re Cox Enters., Inc.*, No. 12-ML-2048-C, 2014 WL 104964, at *3 (W.D. Okla. Jan. 9, 2014) (quoting *Trevizo*, 455 F.3d 1155, 1162 (10th Cir. 2006)); *Chieftain Royalty Co. v. XTO Energy, Inc.*, No. CIV-11-29-KEW, 2018 WL 501656, at *2 (E.D. Okla. Jan. 18, 2018) (same). Here, the Settlement Class consists of thousands of royalty owners. Therefore, the Court finds the numerosity prerequisite is met.

b. Commonality. Plaintiff has also demonstrated "[t]here are questions of law or fact common to the class" in relation to the proposed Settlement Class. FED. R. CIV. P. 23(a)(2).

c. Typicality. Plaintiff has also shown “[t]he claims or defenses of the representative parties are typical of the claims or defenses of the class” in relation to the Settlement Class proposed under the Settlement Agreement. FED. R. CIV. P. 23(a)(3).

d. Adequacy. Plaintiff and Plaintiff’s Counsel have demonstrated “[t]he representative parties will fairly and adequately protect the interests of the class” for the purposes of the proposed Settlement Class. FED. R. CIV. P. 23(a)(4). In addition, because the Court finds Plaintiff, Mary Katherine Harris, to be an adequate representative of the Settlement Class, and “Plaintiff’s Counsel” — The Lanier Law Firm (Reagan E. Bradford, Ryan K. Wilson, and Margaret E. Robertson), Rex A. Sharp, P.A. (Rex A. Sharp), and Garvin Agee Carlton, P.C. (Brett Agee) — to be adequate Class Counsel under Rule 23(a)(4) and (g)(1-4) for the Settlement Class, the Court hereby appoints Plaintiff as Class Representative; and Plaintiff’s Counsel as Settlement Class Counsel for the Settlement Class.

4. The Court also finds the requirements of Federal Rule of Civil Procedure 23(b)(3) are met in the context of this Settlement Class:

a. Predominance. Class Representative has shown “questions of law or fact common to the members of the [Settlement] Class predominate over any questions affecting only individual members.” FED. R. CIV. P. 23(b)(3); *see also*, *Naylor Farms, Inc. v. Chaparral Energy, L.L.C.*, 923 F.3d 779 (10th Cir. May 3, 2019) (affirming certification of royalty underpayment class action).

b. Superiority. Class Representative has also established the resolution of the Litigation pursuant to the Settlement Agreement “is superior to other available methods for the fair and efficient adjudication of the controversy.” FED. R. Civ. P. 23(b)(3).

5. In sum, the Court finds the Settlement Class should be certified for the purposes of this proposed class settlement. The Settlement Class meets all certification requirements of Federal Rule of Civil Procedure 23. The Settlement Class is certified for settlement purposes only. In determining whether the requirements of Rule 23 have been satisfied for purposes of certifying the above class for settlement purposes, the Court has considered the fact of settlement and its impact upon the factors required for certification of the Settlement Class. Among other impacts of settlement, the Court need not inquire whether the case, if tried, would present intractable case management problems since the result of settlement is that there will be no trial. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class certified by agreement here for settlement purposes could have ever been certified in this case as a class for litigation purposes.

6. The Court approves Mary Katherine Harris as the Class Representative.

7. The Court further approves and appoints as Settlement Class Counsel the attorneys of record for Plaintiff in this action, namely The Lanier Law Firm (Reagan E. Bradford, Ryan K. Wilson, and Margaret E. Robertson), Rex A. Sharp, P.A. (Rex A. Sharp), and Garvin Agee Carlton, P.C. (Brett Agee).

8. The following findings are not as to the merits of the claims and defenses; rather, the findings represent the Court's determination that the requisites for proceeding as a class action, for settlement purposes only, pursuant to applicable federal law, have been satisfied at this stage of the proceedings. The findings are expressly conditional upon and subject to final approval of the settlement as set forth in the Settlement Agreement. If, for any reason, the settlement set forth in the Settlement Agreement between the Parties is not finally approved according to its terms, all of the findings set forth in this Order shall be deemed withdrawn, shall have no further force or effect, and shall not be used for any purpose whatsoever. Nothing in this Order shall give rise to any collateral estoppel effect regarding the requirements for class certification in any other proceeding in which any Party to this litigation is a party.

9. As set forth in the Preliminary Approval Order, the Court finds that the Notice of Settlement and the Plan of Notice to be given to members of the Settlement Class constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice to all members of the Settlement Class, and complies fully with applicable laws of the United States, the Oklahoma Constitution, and any other applicable laws.

Dated this ____ day of _____, 2019.

U.S. District Magistrate Judge

APPROVED:

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Counsel for Defendants

Exhibit G

PARTIAL LIST OF AFFILIATES OF DEFENDANTS

Chevron Corporation

Chevron Global Energy Inc.

Chevron Global Technology Services Company

Chevron Petroleum Company

Chevron U.S.A. Holdings Inc.

Texaco Inc.

Texaco Exploration and Production, Inc.

Unocal Corporation

Chevron Pipe Line Company

Chevron Environmental Management Company

Chevron Natural Gas Services, Inc.

Exhibit H

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA**

MARY KATHERINE HARRIS,
on behalf of herself and all others similarly
situated,

Plaintiff,

v.

CHEVRON, U.S.A., INC., et al.,

Defendants.

Case No. _____

NOTICE OF A MAGISTRATE JUDGE'S AVAILABILITY

In accordance with 28 U.S.C. Section 636(c), Fed. R. Civ. P. 73 and Local Civil Rule 73.1, the Court gives notice that a United States Magistrate Judge of this district court is available to conduct the remaining proceedings in this civil action, limited to consideration and implementation of the class-wide settlement reached in this case. The judgment, if entered, may then be appealed directly to the United States Court of Appeals like any other judgment of this court. A magistrate may exercise this authority only if all parties voluntarily consent. The parties may consent to have their case referred to a magistrate judge or may withhold their consent without adverse substantive consequences.

CONSENT TO A MAGISTRATE JUDGE'S AUTHORITY

The following parties consent to have United States Magistrate Judge Kimberly E. West to conduct the remaining proceedings in this civil action, limited to consideration and implementation of the class-wide settlement reached in this case. Should the proposed class settlement not receive final approval or be terminated or the proposed judgment is not entered, the parties agree to return of this case to the District Judge.

Party Represented

Signature of Attorney

Date

Mary Katherine Harris

Chevron, U.S.A., Inc., et al.

ORDER OF REFERENCE TO A MAGISTRATE JUDGE

[] IT IS HEREBY ORDERED that the consent of the parties to proceed before a United States Magistrate Judge is GRANTED. The above-captioned case is hereby referred to United States Magistrate Judge Kimberly E. West to conduct the remaining proceedings in this civil action, limited to consideration and implementation of the class-wide settlement reached in this case, in accordance with 28 U.S.C. Section 636(c) and Fed. R. Civ. P. 73 and pursuant to the consent of the parties.

[] IT IS HEREBY ORDERED that the consent of the parties to proceed before a United States Magistrate Judge is DENIED.

DATE

UNITED STATES DISTRICT JUDGE