

# EXHIBIT 1

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

BIGIE LEE RHEA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 6:14-cv-00433-JH
	)	
APACHE CORPORATION,	)	
	)	
Defendant.	)	

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement (hereinafter, including all exhibits attached hereto and/or provided for herein referred to collectively as the “Settlement Agreement”) is entered into between Class Representative Bigie Lee Rhea, on behalf of himself and all others similarly situated (“Plaintiff”), and Apache Corporation (“Defendant”). Plaintiff and Defendant are referred to herein individually as a “Party” and collectively as the “Parties.” The settlement contemplated by this Settlement Agreement is conditioned upon the terms and conditions set forth in this Settlement Agreement, including but not limited to the Court (1) approving this Settlement Agreement without material alteration and (2) entering the orders and judgments upon which this Settlement Agreement is conditioned, as more fully described below:

**W I T N E S S E T H:**

WHEREAS, the above-styled action (the “Litigation”) was originally filed on September 3, 2014, with the filing of Plaintiff’s Petition in the District Court of Cherokee County, State of Oklahoma (the “Petition”);

WHEREAS, Defendant removed the Litigation to the United States District Court for the Eastern District of Oklahoma on September 29, 2014, under the Class Action Fairness Act of 2005

(“CAFA”), claiming diversity jurisdiction under 28 U.S.C. § 1332(d) and that the amount in controversy exceeded \$5,000,000.00, exclusive of interest and costs;

WHEREAS, Plaintiff has made certain claims against Defendant, as more fully described in the Petition;

WHEREAS, Plaintiff and Plaintiff’s Counsel have prosecuted the Litigation for over seven (7) years, which has included discovery of extensive documents and data, research, accounting review and analysis, consultation by and with expert witnesses, multiple mediations and/or settlement negotiations, land and lease record review and analysis, engineering review and analysis, damage modeling, extensive motion practice, including class certification and summary judgment briefing, and other investigations and preparation;

WHEREAS, Plaintiff and Plaintiff’s Counsel acknowledge that, during the course of their prosecution of the Litigation, they have received, examined, and analyzed information, documents, materials, and evidence they deem necessary and appropriate to enable them to enter into this Settlement Agreement on a fully informed basis, and after such examination and analysis, and based on the experience of Plaintiff’s Counsel, their experts and consultants, Plaintiff and Plaintiff’s Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate and in the best interests of the Settlement Classes and Plaintiff;

WHEREAS, Plaintiff has agreed to settle the claims asserted against Defendant in the Litigation pursuant to this Settlement Agreement after considering: (1) the substantial benefits Class Members will receive from resolution of such claims, (2) the risks of litigating those claims, and (3) the desirability of permitting the Settlement to be consummated as provided by the terms of this Settlement Agreement;

WHEREAS, Defendant has taken into account the expense, uncertainty and risks inherent in this Litigation, and has determined it is desirable to compromise and settle the claims against it in the Litigation;

WHEREAS, Defendant has adamantly denied, and continues to adamantly deny, Plaintiff's claims against it and any and all liability to Plaintiff and the Settlement Classes, and has vigorously defended against those claims; and

WHEREAS, Defendant enters into this Settlement Agreement without admitting any liability whatsoever, and solely to avoid further expense, inconvenience, and the disruption of defending against the claims asserted against it in the Litigation and to be completely free of any further controversy with respect to the claims that were asserted or could have been asserted in the Litigation, as more fully described herein.

NOW THEREFORE, in consideration of the payments, mutual promises, agreements, undertakings, releases, and other terms and provisions of this Settlement Agreement, the sufficiency of which is hereby acknowledged by the Parties, Defendant and Plaintiff, on behalf of himself and the Settlement Classes, stipulate and agree, subject only to the approval of the Court, without admission of any liability or wrongdoing, and in consideration of the benefits set forth herein, that all Released Claims (defined below) shall be fully, finally and forever compromised, settled, released and discharged, and the Litigation shall be dismissed with prejudice, upon and subject to the following terms and conditions:

## **1. DEFINITIONS**

As used throughout this Settlement Agreement, the Supplemental Agreements, the Initial and Final Plans of Allocation, and all other documents attached hereto, the following phrases and words will be given the meanings set forth below:

1.1 “**Administration, Notice, and Distribution Costs**” means the reasonable and necessary fees, costs and expenses charged by the Settlement Administrator, JND Legal Administration Company (or any consultant retained by the Settlement Administrator with the approval of Plaintiff’s Counsel) for fees, costs, and expenses generated or incurred in the administration, distribution, and notification of the Settlement, including: (a) fees, costs, and expenses incurred in identifying the names, addresses, owner numbers and tax identification numbers of Class Members (to the extent not contained in the records provided by Defendant under Paragraph 3.3 below); (b) fees, costs, and expenses incurred to publish and mail the Notice of Settlement to the Settlement Classes (such as the cost to print the Notices of Settlement, mail the Notices of Settlement, and/or publish the Notices of Settlement pursuant to the Plan of Notice); (c) fees, costs, and expenses to prepare, issue, and mail (and re-issue and re-mail, if necessary) the Distribution Checks to the Settlement Classes; (d) fees, costs, and expenses to provide a reconciliation of the final amount of Residual Unclaimed Funds; (e) fees, costs, and expenses to calculate the amount each Class Member will receive under the Initial Plan of Allocation; and (f) fees, costs, and expenses to calculate the amount each Class Member who does not timely and properly submit a Request for Exclusion will receive under the Final Plan of Allocation. Administration, Notice, and Distribution Costs also include the costs described in (a) through (f) above incurred by Plaintiff’s Counsel and/or Plaintiff associated with experts, consultants or other personnel retained for purposes of administration, distribution, and notification. Administration, Notice, and Distribution Costs also include any fees or costs related to administration of the Gross Settlement Fund including any fees or costs charged by the Settlement Administrator. Subject to Court approval, all Administration, Notice, and Distribution Costs will be paid from the Gross Settlement Fund.

1.2 “**Allocation Methodology**” means the methodology Plaintiff proposes to use to calculate the amount of the Net Settlement Fund to be sent to each Participating Class Member as set forth in Paragraphs 6.2-6.4.

1.3 “**Case Contribution Award**” means the award ordered by the Court, if any, to Plaintiff for his time, expense, and participation in this Litigation and in representing the Settlement Classes.

1.4 “**Claim Period**” means January 1, 2000 through the date this Settlement Agreement is executed.

1.5 “**Class Member**” is a person or entity belonging to the Settlement Classes.

1.6 “**Class Wells**” means the list of wells attached hereto as Exhibit 6.

1.7 “**Court**” means the Honorable Joe Heaton, United States District Court for the Eastern District of Oklahoma, or any subsequent judge assigned to hear the Litigation.

1.8 “**Defendant**” is separately defined on page 1 of this Settlement Agreement.

1.9 “**Defendant’s Counsel**” means the law firms of Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C.; Bracewell LLP; and Yetter Coleman LLP.

1.10 “**Distribution Check**” means a check payable to a Participating Class Member for the purpose of paying that Participating Class Member’s share of the Net Settlement Fund pursuant to the Final Plan of Allocation.

1.11 “**Effective Date**” has the meaning set forth in Paragraph 9.3.

1.12 “**Escrow Account**” means an interest-bearing account maintained by the Escrow Agent.

1.13 “**Escrow Agent**” means the escrow agent appointed and approved by the Court.

1.14 “**Escrow Agreement**” means the agreement(s) between Plaintiff’s Counsel (on behalf of Plaintiff and the Settlement Classes), Defendant and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account in accordance with this Settlement Agreement.

1.15 “**Final and Non-Appealable**” means that the following conditions are satisfied:

(a) thirty (30) days have elapsed without the filing of (i) any appeal or original action in any court challenging or seeking reconsideration, modification or vacation of the Judgment, or otherwise seeking to interfere with or evade provisions of this Settlement Agreement and the Settlement contemplated hereunder; (ii) any motion that would extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification or vacation of the Judgment; or (iii) any motion that would extend or reopen the time for commencing an appeal under Fed. R. App. P. 4(a)(5) or (6); or

(b) if any motion under subparagraph (a)(ii) or (iii) was filed, it has been denied with no appeal having been commenced within 30 days after the entry of the final order denying all such motions; or if any motion under subparagraph (a)(iii) was granted, the moving party has not commenced an appeal within the time allowed; or

(c) if an appeal is commenced, (i) the Judgment is affirmed in full or the appeal is dismissed, mandate of the appellate court is issued, and no petition for writ of certiorari is filed, or if one is filed, the U.S. Supreme Court either denies or dismisses such petition or affirms in full and mandate issues, or (ii) the appellate court remands to the Court for further proceedings in which the Court issues a final decision that does not vacate or alter the original Judgment in any material respect and that decision itself becomes Final and Non-Appealable; or

(d) if an original action listed in subparagraph (a)(i) above is filed, it results in a final decision that does not vacate or alter the original Judgment in any material respect and that final decision itself becomes Final and Non-Appealable; or

(e) if a motion under subparagraph (a)(ii) is granted, the Court's final decision on such motion does not vacate or alter the Judgment in any material respect and that decision itself becomes Final and Non-Appealable; or

(f) such date as the Parties may otherwise agree to in writing.

1.16 “**Final Fairness Hearing**” means the hearing set by the Court under Federal Rule of Civil Procedure 23(e)(2) to consider final approval of the Settlement.

1.17 “**Final Plan of Allocation**” means the final calculation of the Distribution Check that will be sent to each Participating Class Member.

1.18 “**Gross Settlement Fund**” means the total cash amount of \$25,000,000.00 to be paid by Defendant. Except for the cost associated with the issuance of the notice described in Paragraph 3.6 below, in no event shall Defendant be required to pay more than the Gross Settlement Fund.

1.19 “**Initial Plan of Allocation**” has the meaning set forth in Paragraph 6.4.

1.20 “**Judgment**” means the Order and Judgment Granting Final Approval of Class Action Settlement finally approving the Settlement between the Settlement Classes and Defendant, which shall include provisions substantially the same as those set forth in Paragraph 3.7 below and be in substantially the same form as Exhibit 2, attached hereto.

1.21 “**Litigation**” is separately defined on page 1 of this Settlement Agreement.

1.22 “**Litigation Expenses**” means the reasonable costs and expenses incurred by Plaintiff's Counsel in commencing and prosecuting the Litigation and approved by the Court.



1.23 **“Net Settlement Fund”** means the Gross Settlement Fund less: (a) any of Plaintiff’s Attorneys’ Fees and Litigation Expenses awarded by the Court; (b) any Case Contribution Award awarded by the Court; (c) any Administration, Notice, and Distribution Costs; (d) any other costs and expenses that the Court orders to be deducted from the Gross Settlement Fund; and (e) the amount of money in excess of the separately agreed-upon threshold under the Allocation Methodology attributable to Opt-Outs as set forth in the Supplemental Agreement.

1.24 **“Notice of Settlement”** means the notice in substantially the same form as Exhibit 3 attached hereto, which will be mailed to potential Class Members, and the notice in substantially the same form as Exhibit 4 attached hereto, which will be published in accordance with the Plan of Notice, and the notice in substantially the same form as Exhibit 5 attached hereto, which will be published electronically on the website in accordance with the Plan of Notice and sent directly to Class Members upon request in accordance with the Plan of Notice.

1.25 **“Opt-Out”** means a Class Member who timely and properly submits a Request for Exclusion or who is otherwise excluded from the Settlement Classes by order of the Court, separate and apart from the individuals and entities excluded by virtue of the Settlement Classes definition set forth in Paragraph 1.40.

1.26 **“Participating Class Member”** means a Class Member who is not an Opt-Out.

1.27 **“Parties”** is separately defined on page 1 of this Settlement Agreement.

1.28 **“Plaintiff”** is separately defined on page 1 of this Settlement Agreement.

1.29 **“Plaintiff’s Attorneys’ Fees”** means the attorney fees that may be awarded by the Court to Plaintiff’s Counsel with respect to their work on the Litigation.

1.30 **“Plaintiff’s Counsel”** means the law firms of: (a) Nix Patterson, LLP; and (b) Whitten Burrage.

1.31 “**Plan of Notice**” means the process described in Paragraph 3.5 below for sending and publishing the Notice of Settlement.

1.32 “**Preliminary Approval Order**” means the order in substantially the form attached hereto as Exhibit 1 as further described in Paragraph 3.1.

1.33 “**Released Claims**” include all claims and damages (statutory, contract, tort, equitable, punitive, interest, and other relief), known and unknown, related to underpaid and unpaid royalty for any hydrocarbons or other produced products, including the appropriateness of any deductions applied to royalty payments, including processing fees or fuel gas used off the lease premises and/or in the manufacture of products for the Class Wells during the Class Period. The definition of “Released Claims” further includes any claims for interest allegedly owed related to any and all claims made or that could have been made in the Lawsuit or that are in any way released by this Settlement. The definition of “Released Claims” further includes claims asserted in this action, or that could have been asserted in this action, for failure to pay royalties based on the “best price” or on “all constituents” for gas produced from the Class Wells and for claims related to processing fee costs and fuel gas used off the lease or in the manufacture of products, but does not release claims that have been asserted in: *Allen et al. v. Apache*; or *Chieftain Royalty Co. v. Apache*. The release shall extend to and include Apache and its affiliates, subsidiaries, predecessors, successors, officers, directors, employees, insurers, and attorneys.

1.34 “**Released Parties**” means Apache Corporation, and each of its current and prior affiliates, all of their respective successors-in-interest (the “Companies”), all parents, affiliates and subsidiaries of the Companies, and the employees, directors, officers, members and shareholders of Apache Corporation and the Companies.

1.35 “**Releasing Parties**” means Plaintiff and all Participating Class Members; their predecessors, successors, heirs, assignors, and assignees; and any past and present affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, insurers, and affiliates of such persons or entities.

1.36 “**Request for Exclusion**” means any request for exclusion from the Settlement Classes pursuant to Federal Rule of Civil Procedure 23 that meets the requirements set by the Court for exclusion.

1.37 “**Residual Unclaimed Funds**” means any portion of the Net Settlement Fund that has not been deposited, cashed or otherwise claimed by a Class Member, including but not limited to: (a) the amounts described as “Residual Unclaimed Funds” in Paragraphs 5.5, 6.10, 6.11, and 6.15, along with any interest and returns that accrue on such amounts, and (b) the amount of Distribution Checks sent to Class Members that are voided because they are not cashed or deposited within the time period specified on the Distribution Check, along with any interest and returns that accrue on such amounts.

1.38 “**Settlement**” means the Parties’ agreement to resolve the Litigation as described herein.

1.39 “**Settlement Administrator**” means JND Legal Administration Company, subject to Court approval.

1.40 “**Settlement Classes**” shall mean the classes as adopted and defined by the Court in its Order dated May 9, 2019, set forth as follows:

All non-excluded persons or entities with royalty interests in wells upstream of a processing plant with a Btu content of 1050 or higher and where Apache Corporation marketed gas from the well pursuant to the terms of the January 1, 1998 contracts between Transok, Inc. and Apache Corporation and/or the July 1, 2011 contract between Enogex Gathering & Processing LLC and Apache Corporation on or after January 1, 2000.

Fuel Gas Subclass: All non-excluded persons or entities included in the class who are also entitled to share in royalty proceeds payable under any lease that contains an express provision stating that royalty will be paid on gas used off lease premises (a Fuel Gas Clause) as indicated in the far right Column of Exhibit 6 to the Settlement Agreement.

The persons excluded from the Class and Fuel Gas Subclass are: (1) agencies, departments, or instruments of the United States of America and the State of Oklahoma; (2) publicly traded oil and gas exploration companies and their affiliates; (3) persons or entities that Plaintiff's counsel is, or may be, prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; and (4) officers of the Court involved in this action.

Except as expressly excluded from the Settlement Classes as set forth above, the Parties intend the Settlement Classes to be construed as broadly as possible to include all persons or entities that otherwise meet the definition of the Settlement Classes.

1.41 **"Supplemental Agreement 1"** shall mean the confidential supplemental agreement between the Parties relating to the separately agreed-upon threshold referenced in Paragraph 9.1.

1.42 **"Supplemental Agreement 2"** shall mean the confidential supplemental agreement between the Parties referenced in Paragraph 7.2.

1.43 **"Supplemental Agreements"** mean Supplemental Agreement 1 and Supplemental Agreement 2.

## **2. CONSIDERATION**

2.1 The Parties agree to settle the Litigation as set forth herein. In exchange for Plaintiff's releases, covenants and agreements in the Settlement Agreement and Supplemental Agreements, both on its behalf and on behalf of the Class Members, Defendant agrees to provide Plaintiff and the Settlement Classes the Gross Settlement Fund.

2.2 Defendant shall pay the Gross Settlement Fund into the Escrow Account within thirty (30) days after the date the Court enters an order granting preliminary approval of the Settlement. After the date on which Defendant pays the Gross Settlement Fund into the Escrow Account, Defendant, Defendant's Counsel, and the Released Parties shall not have any liability to Plaintiff, Plaintiff's Counsel, or the Settlement Classes with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent. If Defendant fails to pay the amount of the Gross Settlement Fund into the Escrow Account within the time specified above, beginning on the date on which the payment is due, such amount will accrue interest at the effective federal funds rate, as posted by the Federal Reserve Bank of New York on the first business day of the calendar year in which the payment is due.

2.3 The Parties agree that the Settlement of the Released Claims is supported by adequate consideration reflecting the cash sum of \$25,000,000.00 to be paid by Defendant into the Gross Settlement Fund, and Defendant's agreements, releases, and covenants herein.

2.4 The Participating Class Members agree, in exchange for their respective shares, if any, of the Net Settlement Fund, and the performance of the other obligations and duties of Defendant as set forth herein, to give the Mutual Release, Dismissal and Covenant Not to Sue described in Section 4 below, and the other valuable consideration provided herein.

### **3. PLAN OF NOTICE AND COURT APPROVALS**

3.1 Plaintiff will file a motion with the Court no later than three (3) days after the date this Settlement Agreement is executed by the Parties seeking preliminary approval of the Settlement, which shall include the proposed Preliminary Approval Order, in substantially the same form attached hereto as Exhibit 1, which will, *inter alia*: (a) preliminarily approve the Settlement as set forth in this Settlement Agreement; (b) approve the Notice of Settlement and Plan of Notice; and (c) direct the Settlement Administrator to provide the Notice of Settlement to the Settlement Classes in accordance with the Plan of Notice or in any other manner the Court may direct in accordance with Federal Rule of Civil Procedure 23.

3.2 Plaintiff will request the Court enter the Preliminary Approval Order no later than 20 days after the date the Parties execute this Settlement Agreement (unless the Court requires a later date).

3.3 To best of its knowledge, Defendant has provided the names, last known addresses, and taxpayer identification numbers for Class Members. However, the Defendant will cooperate with Plaintiff's Counsel by providing such other data within its possession as may be reasonably requested to aid in the allocation and payment of settlement proceeds to Class Members.

3.4 After the Preliminary Approval Order is entered and prior to sending the Notice of Settlement, the Settlement Administrator shall make reasonable efforts to: (a) verify the last-known addresses of potential Class Members provided by Defendant and (b) locate current addresses of any potential Class Members for whom Defendant has not provided an address.

3.5 Within 30 days after the Court grants preliminary approval of the Settlement, or at such time as is ordered by the Court, the Settlement Administrator will mail (or cause to be mailed) the Notice of Settlement (in substantially the same form as Exhibit 3) by first class mail to all

potential Class Members who have been identified after reasonable efforts to do so. The Notice of Settlement will be mailed to potential Class Members using the payment history data provided by Defendant, as described in Paragraph 3.3 above, and any updated addresses found by the Settlement Administrator. Within 10 days after mailing the first Notice of Settlement, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the summary Notice of Settlement (in substantially the same form as Exhibit 4) one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; (b) the *Tulsa World*, a paper of general circulation in Oklahoma; (c) *The Daily Ardmoreite*, a paper of local circulation; (d) the *Fairview Republican*, a paper of local circulation; (e) the *Clinton Daily News* a paper of local circulation; (f) the *Hughes County Tribune*, a paper of local circulation and (g) the *Elk City Daily News*, a paper of local circulation. Within 10 days after mailing the first Notice of Settlement and continuing through the date of the Final Fairness Hearing, the Settlement Administrator also will display (or cause to be displayed) on an internet website dedicated to this Settlement the following documents: (a) the Notice of Settlement, (b) the Long Form Notice (in substantially the same form as Exhibit 5), (c) the Petition, (d) this Settlement Agreement, and (e) the Preliminary Approval Order. Upon request from a Class Member, the Settlement Administrator will directly mail a copy of the Long Form Notice to the Class Member. Neither Defendant, Defendant's Counsel, Plaintiff, the Settlement Classes, nor Plaintiff's Counsel shall have any liability for failure of the Notice of Settlement to reach any Class Member.

3.6 At its sole expense, Defendant shall issue the notice of settlement contemplated by CAFA in accordance with the deadlines provided by CAFA. Any failure or delay by Defendant to timely issue any CAFA notice shall not be sufficient reason to delay or continue the Final Fairness

Hearing. The Final Fairness Hearing shall be scheduled for a date that will allow for the notice requirement of CAFA to be satisfied.

3.7 No later than 28 calendar days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to this Settlement Agreement or the Supplemental Agreements, Plaintiff's Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of the Judgment in substantially the same form as Exhibit 2; (c) final approval of the Allocation Methodology and Initial Plan of Allocation; and (d) Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, and/or a Case Contribution Award. On the same day, Plaintiff's Counsel shall file a motion to vacate the Court's Orders at Dkt. Nos. 437 and 463. Defendant will not oppose such motion. After Notice of Settlement is given in the manner directed by the Court, the Parties will request the Court hold a Final Fairness Hearing as described in the Notice of Settlement, and to then enter Judgment, and specifically approving all terms and provisions of the Settlement, including the Allocation Methodology and Final Plan of Allocation; provided however that Defendant will take no position on the Allocation Methodology (or any Plan of Allocation implementing the Allocation Methodology) unless such matters affect Defendant's bargained-for rights under this Settlement Agreement or the Supplemental Agreements. The Judgment shall include substantially the following provisions:

- (i) Approve the Settlement between the Settlement Classes and Defendant embodied in this Settlement Agreement, including any Allocation Methodology, as fair, reasonable and adequate to each Class Member within the meaning of Federal Rule of Civil Procedure 23;
- (ii) Dismiss all of Plaintiff's claims in the Litigation and the Released Claims with prejudice, but retain continuing jurisdiction to enter any orders necessary to enforce the terms of the Settlement Agreement, including the administration of the Settlement and/or entry of injunctive or other relief to enforce, implement, administer, construe and interpret the Settlement Agreement;



- (iii) Adjudge that Class Members who have not timely and properly submitted a request for exclusion and who are not excluded from the Settlement Classes by Order of the Court have conclusively released all the Released Claims that the Releasing Parties have against all Released Parties and likewise adjudge that the Released Parties have released the claims set forth in Paragraph 4.2;
- (iv) Bar and permanently enjoin all Class Members who have not timely and properly submitted a request for exclusion and who are not excluded from the Settlement Classes from prosecuting, commencing, or continuing any of the Released Claims against the Released Parties;
- (v) Find that the Settlement is fair, reasonable and adequate and was entered into between the Parties in good faith and without collusion;
- (vi) Find that, by agreeing to settle the Released Claims, the Released Parties do not admit, and specifically deny, any and all liability to the Settlement Classes, Plaintiff and Plaintiff's Counsel;
- (vii) Find that the notice of the Settlement has been given as required by law, that all statutory and constitutional requirements have been met, and further, that the Class Members have been afforded a reasonable opportunity to opt out of or object to the Litigation and Settlement;
- (viii) Order that Defendant shall have no responsibility for the allocation and distribution of any Settlement Fund and shall not be liable for any claims by, through, or under the Class Members or any third party relating to the allocation or distribution of any Settlement Fund, including, but not limited to, any claims that a Class Member should have been allocated and distributed a greater amount of any Settlement Fund than it actually received or was provided by the Plan of Allocation;
- (ix) Order any Class Member who receives a Distribution Check that he/she/it is not legally entitled to receive to either: (1) pay the appropriate portion(s) of the Distribution Check to the person(s) legally entitled to receive such portion(s) or (2) return the Distribution Check uncashed to the Settlement Administrator;
- (x) Find and determine that there is no just reason to delay the finality of the Judgment and expressly direct the filing of the Judgment as a judgment and order;
- (xi) Order that the Settlement may never be used for any purpose in any subsequent litigation against the Released Parties other than to enforce the terms of this Settlement Agreement or to seek an order barring or precluding the assertion of Released Claims in any proceeding.
- (xii) Order that the Court shall retain continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement and to interpret, construe, and enforce the Judgment; and

- (xiii) Order that the Released Parties shall pay the Gross Settlement Fund amount set out above.

#### **4. MUTUAL RELEASE, DISMISSAL AND COVENANT NOT TO SUE**

4.1 Upon the Effective Date, the Released Parties, individually and collectively, shall be fully, finally and forever released from the Released Claims of the Participating Class Members and other Releasing Parties, and such Releasing Parties shall be enjoined from asserting or prosecuting any Released Claims against any Released Parties.

4.2 Upon the Effective Date, Defendant, on behalf of itself and the Released Parties for whom Defendant maintains control, individually and collectively: (a) shall be deemed by operation of law to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed any and all claims against Plaintiff and the Settlement Classes related to the Released Claims; (b) shall be enjoined from asserting or prosecuting any such claims against same; and (c) agree and covenant not to sue Plaintiff, Plaintiff's Counsel, or the Settlement Classes for any and all claims related to the Released Claims.

4.3 Upon the Effective Date and for the consideration provided for herein, Plaintiff, each and every Participating Class Member, and Plaintiff's Counsel: (a) agrees and covenants that, in addition to the foregoing release of the Released Claims, he, she or it shall not, at any time, directly or indirectly, on any Class Member's behalf, sue, institute, instigate, or assert against Defendant or the Released Parties any claims or actions on or concerning the Released Claims and (b) acknowledges that the foregoing covenant shall apply and have effect by virtue of this Settlement Agreement and by operation of the Judgment. Plaintiff, each Participating Class Member, and Plaintiff's Counsel further agrees and acknowledges that the covenants not to sue provided for in this paragraph are made to inure to the benefit of, and are specifically enforceable by, Defendant and each of the Released Parties.

4.4 The Judgment approving the Settlement Agreement shall dismiss all claims asserted in the Litigation and the Released Claims with prejudice. However, any continuing obligations arising from the Settlement Agreement shall survive entry of the Judgment. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, shall retain exclusive and continuing jurisdiction over this Litigation for purposes of enforcing this Settlement Agreement and any issues associated therewith.

## **5. ESCROW ACCOUNT AND PAYMENT OF TAXES**

5.1 All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement and/or further order of the Court. Unless otherwise agreed to in writing between Defendant and Plaintiff's Counsel, the Escrow Agent shall invest any funds in excess of \$100,000 in United States Treasury Bills having maturities of 90 days or less, or money market mutual funds comprised of investments secured by the full faith and credit of the United States Government, or an account fully insured by the United States Federal Deposit Insurance Corporation ("FDIC"). Any funds held by the Escrow Agent in an amount less than \$100,000 may be held in an interest-bearing account insured by the FDIC or money market mutual funds comprised of investments secured by the full faith and credit of the United States Government or fully insured by the United States Government. All risks related to the investment of the Gross Settlement Fund shall be borne solely by the Gross Settlement Fund.

5.2 The Parties agree that the Gross Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that the Settlement Administrator, as administrator of the Escrow Account within the meaning of Treasury

Regulation § 1.468B-2(k)(3), shall be solely responsible for timely filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). All taxes, interest, and penalties on the income earned on the funds in the Escrow Account shall be paid out of the Escrow Account as provided herein. The Settlement Administrator shall also be solely responsible for causing payment to be made from the Gross Settlement Fund of any taxes, interest, and penalties owed with respect to the Gross Settlement Fund. The Settlement Administrator, as administrator of the Gross Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

5.3 Any tax returns prepared for the Gross Settlement Fund (as well as the election set forth therein) shall be consistent with the Settlement Agreement and in all events shall reflect that all taxes (including any interest or penalties) on the income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided herein. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendant, Defendant’s Counsel, Plaintiff and Plaintiff’s Counsel harmless for any taxes, interest, penalties, and related expenses of any kind whatsoever (including without limitation, taxes payable by reason of any such indemnification) on income earned while the Gross Settlement Fund (or any portion thereof) is in the Escrow Account. The Parties shall notify the Settlement Administrator promptly if they receive any notice of any claim for taxes relating to the Gross Settlement Fund.

5.4 All income taxes, if any, incurred on the part of the Class Members in connection with the implementation of this Settlement Agreement shall be reported and paid by the individual Class Members to the extent of their individual tax liability on proceeds they individually receive. Except for any amounts withheld for tax purposes by the Settlement Administrator, the individual Class Members are solely responsible for the payment of any and all taxes attributable to payments to them under this Settlement Agreement. The Settlement Administrator and the Gross Settlement Fund shall have no responsibility or liability whatsoever for such payments. Plaintiff's Counsel, Released Parties, Defendant, and Defendant's Counsel shall have no responsibility or liability whatsoever for such payments or any taxes or assessments, interest, or penalties on amounts distributed to a Class Member. Plaintiff shall not have any responsibility or liability whatsoever for any taxes or assessments, interest, or penalties on amounts distributed to another Class Member. The Released Parties, Defendant, Defendant's Counsel, and the Class Members will bear no responsibility for any taxes due on Plaintiff's Attorney's Fees, any reimbursement of Litigation Expenses, or any Case Contribution Award, and such taxes will not be paid from the Escrow Account.

5.5 All distributions shall be subject to any required federal, state, or local income tax withholding, which the Settlement Administrator shall withhold and pay to the appropriate taxing authorities. The Settlement Administrator shall prepare, file, and provide IRS Form 1099s to Class Members, or, in the event a Form 1099 is not required, an explanation of such payment. In the event Form 1099s are not filed by the Settlement Administrator, the Settlement Administrator is solely responsible for paying any resulting taxes, interest, or penalties associated with such failure to file Form 1099s. In the event a Distribution Check is not cashed or is returned to the Settlement Administrator, such that a Class Member does not receive payment of the amount distributed, the

Settlement Administrator shall make reasonable efforts to identify a correct address for such Class Member and shall request a refund from the taxing authority to whom any withheld taxes were paid on behalf of the Class Member who did not receive payment, and such refunds will become part of the Residual Unclaimed Funds. The Parties, the Released Parties, and Plaintiff's and Defendant's Counsel shall have no liability for any filed IRS Forms 1099. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendant, Defendant's Counsel, Plaintiff and Plaintiff's Counsel harmless for any penalties and related expenses of any kind whatsoever associated with any filed IRS Forms 1099. The Parties shall notify the Settlement Administrator promptly if they receive any notice of any claim for penalties relating to a filed IRS Form 1099.

5.6 The Parties agree that the Released Parties, Defendant, Defendant's Counsel, Plaintiff and Plaintiff's Counsel have no responsibility or liability for any severance taxes or other taxes, assessments, interest, or penalties any person or entity may later claim to be due on the amounts disbursed to the Participating Class Members from the Escrow Account.

5.7 Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, the Released Parties, and the Settlement Administrator do not provide any tax advice whatsoever and shall have no liability whatsoever for any taxes or assessments due, if any, on the Gross Settlement Fund, and make no representation or warranty regarding the tax treatment of any amount paid or received under this Settlement. Any Class Member with tax questions or concerns is urged to immediately contact his/her/its own tax adviser. Defendant, Defendant's Counsel, and the Released Parties will have no input in determining the amount of taxes payable by the Settlement Classes or how the taxes will be paid from the Gross Settlement Fund and likewise will not be bound in any respect by such determination or be attributed with any agreement as to whether the taxes paid by the Settlement Classes are due or payable.

5.8 The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the maintenance, investment, distribution or any other action or inaction related to the Net Settlement Fund, the establishment or maintenance of the Escrow Account, the payment or withholding of any taxes, or any other expenses or losses in connection with such matters.

5.9 Before making any distribution from the Escrow Account, the Settlement Administrator and/or Plaintiff's Counsel must request and receive approval of the distribution from the Court. The request for distribution shall include the amount of the distribution, a breakdown of the line items included in the proposed distribution, and any supporting documents necessary for the Court to verify that the amount comports with the terms of the Settlement and any applicable Court order.

## **6. CLAIMS ADMINISTRATION, ALLOCATION, AND DISTRIBUTION OF NET SETTLEMENT FUND**

6.1 The Allocation Methodology is a matter separate and apart from the proposed Settlement between Plaintiff and Defendant and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement. Provided that none of the terms of the Settlement or the Supplemental Agreements are modified by such decision, any decision by the Court concerning the Allocation Methodology shall not affect the validity or finality of the Settlement or operate to terminate or cancel this Settlement or affect the finality of the Judgment. Further, after the issuance of any notice contemplated by this Settlement Agreement or ordered by the Court, the Allocation Methodology may be modified without any further notice being required, provided the modification satisfies due process and is approved by the Court, and does not affect Defendant's rights under the Settlement Agreement.

6.2 Plaintiff's Counsel shall, subject to Court approval, first allocate Net Settlement Fund proceeds to individual Class Wells proportionately, with due regard for the production marketed by Defendant on behalf of itself and/or other well owners, the amount and date of claimed royalty underpayment to Class Members, and the time period when the claimed underpayment occurred. Thereafter, the Settlement Administrator will allocate the Net Settlement Fund proceeds for each Class Well proportionately among all Class Members in such well based on their respective royalty decimal interests as defined below. The allocation will be based upon the decimal of interest ownership used to pay royalty for the last production month for each well in the Settlement Classes. Any amount of interest or returns that have accrued on the Class Member's proportionate share of the Net Settlement Fund during the time such share was held in the Escrow Account will be included in the allocation to Class Members proportionately. This allocation is subject to modification by Plaintiff's Counsel and final approval by the Court. Neither Defendant nor Defendant's Counsel, nor any Released Party, is responsible or liable for any aspect of the Allocation Methodology or any plan of allocation implementing that methodology. Defendant, Defendant's Counsel, and the Released Parties shall not be liable for any claims by, through, or under any Class Member or third party relating to the allocation or distribution of the Net Settlement Fund, including, but not limited to, any claims that a Class Member should have been allocated and distributed a different amount of the Net Settlement Fund than it actually received or was provided by the Plan of Allocation.

6.3 No distributions will be made to Class Members who would otherwise receive a distribution of less than \$10.00 under the Initial Plan of Allocation. This *de minimis* threshold is set in order to preserve the overall Net Settlement Fund from the costs of claims that are likely to exceed the value of those claims. It has been determined by Plaintiff's Counsel that \$10.00 is a



reasonable *de minimis* threshold. A Class Member that falls into this category may request to be excluded from this Litigation as described in this Settlement Agreement or otherwise will be bound by the Settlement Agreement and all provisions thereof despite receiving no payment under the Final Plan of Allocation. In the event the Court refuses to approve the \$10.00 *de minimis* payment provision contained in this paragraph, such refusal will not be grounds to disturb or terminate the Settlement Agreement by any Party; instead, Plaintiff's Counsel will submit an alternative plan of allocation that does not include the \$10.00 *de minimis* payment provision contained in this paragraph.

6.4 No later than 28 days prior to the Final Fairness Hearing, Plaintiff's Counsel will provide the Initial Plan of Allocation to Defendant. The Initial Plan of Allocation will reflect the amount of the Distribution Check to be sent to each Class Member based upon (a) the payment history data discussed in Paragraph 3.3 above; (b) the assumption that no Class Member becomes an Opt-Out or is otherwise excluded from the Settlement Classes by order of the Court; and (c) the assumption that Plaintiff's Counsel's application for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, and Case Contribution Award will be approved. Plaintiff's Counsel may rely on the payment history data discussed in Paragraph 3.3 above for purposes of the Initial Plan of Allocation and is under no obligation to independently verify such data. Plaintiff will submit for approval by the Court the Initial Plan of Allocation based on the provisions of this section as part of or in conjunction with the Final Fairness Hearing.

6.5 Within 30 days after the Final Fairness Hearing, the Settlement Administrator will (a) refund to Defendant the amount attributable to Class Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Classes by order of the Court in excess of the separately agreed-upon threshold under the Allocation

Methodology, and (b) provide Defendant with the detail necessary for the Court and Defendant to verify the Settlement Administrator's calculation of the refund amount. The separate, Supplemental Agreement regarding the threshold amount for refunds shall not be filed with the Court, unless requested by the Court, and then shall only be filed under seal for *in camera* inspection by the Court. The terms of this provision may only be altered or amended by written agreement signed by Defendant and Plaintiff's Counsel.

6.6 Within 30 days after the Effective Date, Plaintiff will file a Final Plan of Allocation and seek approval of a distribution order with the Court (the "Distribution Order"). The Distribution Order will indicate the proportionate amount of the Net Settlement Fund to be paid to each Participating Class Member pursuant to the Allocation Methodology and the Final Plan of Allocation.

6.7 The Settlement Administrator shall administer the Settlement and distribute the Net Settlement Fund under Plaintiff's Counsel's supervision in accordance with this Settlement Agreement and subject to the jurisdiction of the Court. The Net Settlement Fund shall be distributed to Participating Class Members according to the Final Plan of Allocation, as determined by Plaintiff's Counsel, or according to such other plan of allocation and distribution order(s) as the Court approves. Further, to the extent Defendant has not provided the taxpayer identification number for a Class Member, the Settlement Administrator shall make reasonable efforts to obtain the Class Member's tax identification number, including making reasonable inquiry and sending a form W-9 Request for Taxpayer Identification Number and Certification to the best reasonably obtainable address of the Class Member.

6.8 The Parties agree that other than the refund described in Paragraph 6.5 and in any Supplemental Agreements, and Administration, Notice, and Distribution Costs necessarily

expended before that time, no part of the Gross Settlement Fund will be distributed until the Effective Date. If the Settlement is not finally approved in a Judgment, the full Gross Settlement Fund (less such funds as were previously expended as Administration, Notice, and Distribution Costs) and any accrued interest or returns earned in the Escrow Account will be refunded to Defendant within five (5) days from the date of entry of an order by the Court declining to approve the Settlement or as soon as practicable using reasonable commercial efforts.

6.9 After Court approval of the Final Plan of Allocation and entry of the Distribution Order, the Settlement Administrator will make prompt distribution of funds to those ordered by the Court to receive those funds. The Settlement Administrator will only make distributions based on the Final Plan of Allocation and Distribution Order approved by the Court. It is contemplated that distributions may be made in waves, where using that approach is more efficient for the Settlement Administrator, so that payments to readily identified owners are not unduly delayed. The Settlement Administrator will make a diligent effort to mail the first Distribution Checks within 90 days after the Effective Date and, within the subsequent 90 days, will mail the Distribution Checks representing the remaining 95% of the Net Settlement Fund (such percentage to be calculated based upon the amount of payments shown in the Final Plan of Allocation). The remainder of the Net Settlement Fund will be distributed to Participating Class Members by the Settlement Administrator as quickly as possible, using commercially reasonable efforts. Any portion of the Net Settlement Fund remaining in the Escrow Account one year after the Settlement Administrator sends the final wave of Distribution Checks will be considered Residual Unclaimed Funds that will be refunded to Defendant.

6.10 The Settlement Administrator will use commercially reasonable efforts, subject to review and approval by Plaintiff's Counsel, to distribute the Net Settlement Fund. If the

information needed to send a Distribution Check cannot be obtained through such efforts, the portion of the Net Settlement Fund attributable to such Class Member will remain in the Escrow Account as Residual Unclaimed Funds that will be refunded to Defendant.

6.11 If a Distribution Check is returned to the Settlement Administrator for incorrect or insufficient address, the Settlement Administrator and/or consultants working with the Settlement Administrator will use commercially reasonable methods to locate an updated address and will re-issue and re-mail the Distribution Check within 30 days. If the second Distribution Check is returned and the Class Member cannot be located through commercially reasonable efforts, the portion of the Net Settlement Fund attributable to them will remain in the Escrow Account for one year after the date the Second Distribution Check was returned and, thereafter, will be considered Residual Unclaimed Funds that will be refunded to Defendant.

6.12 Included with each Distribution Check shall be an enclosure that includes the following notice (or, if a change is required by the Court, a notice substantially the same as the following):

Class Member: The enclosed check represents a share of the net settlement fund in the settlement of the Class Action *Rhea v. Apache Corp.*, Case No. 14-cv-00433-JH, United States District Court for the Eastern District of Oklahoma. You are receiving this distribution and check because you have been identified as a Class Member in this action. If you are not legally entitled to the proceeds identified on the check, the Court has entered an Order that requires you to pay these proceeds to persons legally entitled thereto or return this check uncashed to the sender.

The person to whom this check was originally made payable, and anyone to whom the check has been assigned by that person, has accepted this payment pursuant to the terms of the Settlement Agreement, Notice of Settlement, and Judgment related thereto, which releases, *inter alia*, Defendant and the other Released Parties (as defined in the Settlement Agreement) from any and all Released Claims (as defined in the Settlement Agreement). Pursuant to the Order of the Court, it is the duty of the payee of the check to ensure that the funds are paid to the Class Member(s) entitled to the funds, and the release by Class Member(s) entitled to the funds shall be effective regardless of whether such Class Member(s) receive some, all, or none of the proceeds paid to a payee of a settlement check.

This check shall be null and void if not endorsed and negotiated within ninety (90) days after its date. The release of claims provided in the settlement shall be effective regardless of whether this check is cashed.

6.13 Defendant, Defendant's Counsel, the Released Parties, the Settlement Administrator, Plaintiff, and Plaintiff's Counsel shall have no liability to any Class Member for mispayments, overpayments, or underpayments of the Net Settlement Fund.

6.14 If any Class Member has been paid any portion of the Net Settlement Fund for any period of time for which that Class Member was not entitled to receive that payment, and some other person or entity who owned or claims they owned the right to assert the Released Claims and asserts a claim against any of the Released Parties for payment of all or a portion of the Net Settlement Fund or any other Released Claim, then the Class Member who received an excess share shall be liable for any overpayment amount to the person who is determined to have been properly owed that amount, and that Class Member shall indemnify, defend, and hold harmless any of the Released Parties, Plaintiff's Counsel, Defendant's Counsel, or any other Class Member for such claims.

6.15 Upon completing all distributions of the Net Settlement Fund to Participating Class Members, complying with the Court's order(s) in furtherance of this Settlement, providing the refund to Defendant as set forth in Paragraph 6.5, and refunding to Defendant the Residual Unclaimed Funds, the Settlement Administrator will have satisfied all obligations relating to the payment and distribution of the Net Settlement Fund.

6.16 Within one year after the Settlement Administrator sends the final wave of Distribution Checks, the Settlement Administrator shall send a reconciliation of the amount remaining in the Escrow Account to Defendant's and Plaintiff's Counsel. The reconciliation must include (a) a detail of each distribution or refund made from the Escrow Account; (b) the detail of

any interest or other returns earned on the Escrow Account; (c) the total Residual Unclaimed Funds and detail sufficient to verify that total; and (d) detail showing the total amount of the Administration, Notice, and Distribution Costs paid from the Escrow Account. The Settlement Administrator must pay the total amount remaining in the Escrow Account to Defendant no later than ten (10) business days after sending this reconciliation to Defendant's and Plaintiff's Counsel.

6.17 The Court shall retain jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, and any claims relating thereto shall be determined by the Court alone, and shall be limited to a determination of the claimant's entitlement to any portion of the Net Settlement Fund, and no consequential, punitive, or other damages; fees; interest; or costs shall be awarded in any proceeding regarding any such determination.

6.18 The Mutual Release, Dismissal, and Covenant Not to Sue shall be effective as provided in this Settlement Agreement, regardless of whether or not particular members of the Settlement Classes did or did not receive payment from the Net Settlement Fund and regardless of whether or not any person or entity who received a Distribution Check was obligated pursuant to the Judgment to pay some or all of the distributed funds to another Class Member in fact made such payment to such other member of the Settlement Classes. The failure of a Class Member to receive a Distribution Check from the Net Settlement Fund or the failure of a person or entity who received a Distribution Check to make payment to another Class Member pursuant to the payment obligations of the Judgment shall not be a defense to enforcement of the release of the Released Claims against the Released Parties or the Covenant Not to Sue, as to any Class Member.

6.19 Except in the case of willful and intentional malfeasance of a dishonest nature directly causing such loss, Plaintiff's Counsel, Plaintiff, Released Parties, Defendant's Counsel, Defendant, and the Settlement Classes shall have no liability for loss of any portion of the Escrow

Account under any circumstances and, in the event of such malfeasance, only the party whose malfeasance directly caused the loss has any liability for the portion of the Escrow Account lost.

**7. ATTORNEYS' FEES, CASE CONTRIBUTION AWARD,  
AND LITIGATION EXPENSES**

7.1 No later than 28 calendar days prior to the Final Approval Hearing, Plaintiff's Counsel may apply to the Court for an award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, a Case Contribution Award to Plaintiff, and for reimbursement of Litigation Expenses. Defendant has no obligation for Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses, or any other expense beyond payment of the Gross Settlement Fund and the CAFA notice expense set forth in Paragraph 3.6 above. Each of Plaintiff's Counsel indemnifies and holds Defendant, the Released Parties, and Defendant's Attorneys harmless for any claims by any other attorneys or law firms for any alleged lien or interest in the award of Plaintiff's Attorneys' Fees or Litigation Expenses, and Plaintiff holds Defendant, the Released Parties, and Defendant's Attorneys harmless for any claims by any other person or entity for any Case Contribution Award. Therefore, Defendant shall not take any position with respect to the applications; the amounts of Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses sought; or with respect to whether the Court should make any or all such awards. However, Defendant agrees not to contest an application for Plaintiff's Attorneys' Fees up to and including 40% of the Gross Settlement Fund. Any award of Plaintiff's Attorneys' Fees will be governed by federal common law as set forth in Paragraph 11.8. Plaintiff and Plaintiff's Counsel agree to seek any award of Plaintiff's Attorneys' Fees, Case Contribution Award, and Litigation Expenses exclusively from the Gross Settlement Fund. Defendant and the Released Parties shall have no responsibility for and shall take no position with respect to the allocation among Plaintiff's Counsel of Plaintiff's Attorneys' Fees

or Litigation Expenses, or the award of any Case Contribution Award, nor will they encourage anyone to object thereto.

7.2 Subject to the conditions and qualifications set forth below, any Plaintiff's Attorneys' Fees and reimbursement of Litigation Expenses that are awarded to Plaintiff's Counsel by the Court shall be paid to Plaintiff's Counsel from the Gross Settlement Fund, to the extent practicable through reasonably diligent efforts by the Settlement Administrator, no earlier than one (1) business day following the Court's entry of the Judgment or other order(s) finally approving the Settlement and awarding Plaintiff's Attorneys' Fees and reimbursement of Litigation Expenses. However, the specific terms and conditions related to this provision are contained in Supplemental Agreement 2, and any distribution of Plaintiff's Attorneys' Fees and/or reimbursement of Litigation Expenses are expressly subject to and governed by the specific terms and conditions contained therein. Supplemental Agreement 2 shall not be filed with the Court, unless requested by the Court, and then shall only be filed under seal for *in camera* inspection by the Court. The terms of this provision may only be altered or amended by written agreement signed by Defendant's Counsel and Plaintiff's Counsel.

7.3 Any Case Contribution Award that is awarded by the Court shall be paid to Plaintiff with the Court's approval from the Gross Settlement Fund, on or after the Effective Date.

7.4 An award of Plaintiffs' Attorneys' Fees, Case Contribution Award, or Litigation Expenses is not a necessary term of this Settlement Agreement and is not a condition of this Settlement Agreement. No decision by the Court or any court on any application for an award of Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses shall affect the validity or finality of the Settlement. Plaintiff and Plaintiff's Counsel may not cancel or terminate



the Settlement Agreement or the Settlement based on this Court's or any other court's ruling with respect to Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses.

## **8. REQUESTS FOR EXCLUSION**

8.1 Plaintiff shall not submit a Request for Exclusion and neither Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, nor anyone acting on behalf of said persons or entities, shall encourage anyone else to submit a Request for Exclusion. Nevertheless, this Settlement Agreement does not prohibit Plaintiff's Counsel from counseling any Class Member as to his, her, or its legal rights under this Settlement Agreement or prohibit any Class Member who seeks such counsel from electing to file a Request for Exclusion from the Settlement Classes in accordance with the Court's orders on the subject.

8.2 Any Class Member who timely and properly submits a valid Request for Exclusion, as described below, shall have no right to object to the Settlement in any way, including but not limited to, the fairness, reasonableness and/or amount of any aspect of the Settlement, Notice of Settlement, Plaintiff's Counsel's request for Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, the Allocation Methodology, any Plan of Allocation using the Allocation Methodology, or any distribution of the Net Settlement Fund or Residual Unclaimed Funds.

8.3 All Requests for Exclusion must be served on the Settlement Administrator on such terms that will be contained in the Preliminary Approval Order and the Notice of Settlement, in the manner set by the Court at least 14 calendar days prior to the Final Fairness Hearing, unless such deadline is changed or altered by order of the Court. A Class Member may opt out individually and on his/her/its own behalf only, and not as or on behalf of a class, subclass, proposed class, or otherwise on behalf of any others whatsoever.

8.4 All Requests for Exclusion must include: (a) the Class Member's name, address, telephone number, and signature; (b) a statement that the Class Member wishes to be excluded from the Settlement Classes in *Rhea v. Apache Corp.*; and (c) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion may not be submitted through the website or by telephone, facsimile or e-mail.

8.5 All Class Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Classes by order of the Court separate and apart from the individuals and entities excluded by virtue of the Settlement Classes definition contained in Paragraph 1.40, and their heirs, successors, and assigns, will be enjoined by the Court in the Judgment from filing or prosecuting the Released Claims, without regard as to whether a member of the Settlement Classes actually received a payment from the Net Settlement Fund, and without regard as to whether any payment received was correctly determined.

## **9. TERMINATION**

9.1 Within 10 business days after: (a) the Court enters an order denying the motion for preliminary approval of the Settlement or expressly declines to enter the Preliminary Approval Order; (b) the Court refuses to approve this Settlement Agreement or any material part of it; (c) the Court denies the motion for final approval or declines to enter the Judgment; or (d) the date upon which the Judgment is modified or reversed in any material respect and such modification or reversal becomes Final and Non-Appealable, Plaintiff and Defendant shall each have the right, without agreement by the other Party, to terminate the Settlement by providing written notice to the other entities that are signatories to this Settlement Agreement of an election to do so, and in such event, the Parties shall revert to the legal positions they occupied before the Settlement on

December 20, 2021; *provided, however*, that any court decision, ruling, or order solely with respect to an application for Attorneys' Fees, Case Contribution Award, or Litigation Expenses, or to the Allocation Methodology (or any Plan of Allocation using the Allocation Methodology) shall not be grounds for termination. The Parties may also terminate the Settlement pursuant to the terms of Supplemental Agreement 1.

9.2 In the event that the Settlement is terminated pursuant to the terms of this Settlement Agreement or Supplemental Agreement 1, all Administration, Notice, and Distribution Costs paid from the Escrow Account prior to the date of termination will not be returned or repaid to Defendant. In the event that the Settlement is terminated, any Administration, Notice, and Distribution Costs paid or incurred by Plaintiff or Plaintiff's Counsel under Paragraph 1.1(f) cannot be recovered as costs by Plaintiff in the Litigation.

9.3 The "Effective Date" shall be the first business day on which all of the following shall have occurred:

- (a) Defendant has fully paid, or caused to be fully paid, the Gross Settlement Fund, as required above;
- (b) neither Defendant nor Plaintiff have terminated the Settlement under Paragraph 9.1 above, and all such rights have expired;
- (c) the Court has approved the Settlement as described herein and entered the Judgment in substantially the same form and content attached hereto as Exhibit 2; and
- (d) the Judgment has become Final and Non-Appealable, as set forth in Paragraph 1.16.

9.4 If either Party exercises a right to terminate the Settlement pursuant to this Settlement Agreement or Supplemental Agreement 1:

- (a) this Settlement Agreement shall be canceled and terminated;
- (b) the Effective Date shall not occur;

- (c) Plaintiff and Defendant shall be restored to the respective legal positions they occupied before the date the Memorandum of Understanding was executed by the Parties on or about December 20, 2021;
- (d) the terms and provisions of this Settlement Agreement, except as otherwise provided herein, shall have no further force and effect with respect to Plaintiff, Defendant, or any Class Member and shall not be used in the Litigation or in any other proceeding by anyone for any purpose except to enforce the surviving terms of the Settlement Agreement;
- (e) any Judgment or other order, including any order certifying the Settlement Classes for settlement purposes only, entered by the Court in accordance with the terms of this Settlement Agreement, shall be treated as vacated, *nunc pro tunc*;
- (g) within 10 business days after any such termination, the Gross Settlement Fund (including accrued interest or returns thereon), but less any Administration, Notice, and Distribution Costs paid from the Escrow Account prior to the date of termination, shall be refunded by the Settlement Administrator to Defendant; and
- (h) the Litigation shall proceed as if the Settlement Agreement and any orders entered or motions filed to further the Settlement were never entered or filed.

## **10. OBJECTIONS**

10.1 The Notice of Settlement shall require that any objection to the Settlement, this Settlement Agreement, or to the application for Plaintiff's Attorneys' Fees, Litigation Expenses, and Case Contribution Award be in writing and comply with all the requirements set forth herein and by the Court in the Preliminary Approval Order and Notice of Settlement.

10.2 If the Court determines that the Settlement, including the Allocation Methodology, the Initial Plan of Allocation, and the awards of Plaintiff's Attorneys' Fees, Case Contribution Award, and Litigation Expenses are fair, adequate and reasonable to the Settlement Classes, Plaintiff and Plaintiff's Counsel shall represent the Settlement Classes as a whole in all future proceedings in district court or on appeal, even if Class Members have objected to the Settlement and those objectors are severed for purposes of appeal.

10.3 The Parties entered into the Settlement to provide certainty and finality to an ongoing dispute. Any Class Member wishing to remain a Class Member, but objecting to any part of the Settlement, can do so only as set forth herein and in the Notice of Settlement documents in substantially the same form as Exhibits 3, 4, and 5, attached hereto. If, after hearing the objection(s), the Court determines that the Settlement, including but not limited to, the Allocation Methodology, any Plans of Allocation, and the awards of Plaintiff's Attorneys' Fees, any Case Contribution Award, and reimbursement of Litigation Expenses, is fair, adequate and reasonable to the Class as a whole, then the Court, in its sole discretion, may require each objecting Class Member, to preserve their appellate rights (prior to filing a Notice of Appeal) as allowed under Tenth Circuit law with respect to any motions for severance and separate appellate review of the individual objecting Class Member's portion of the Settlement.

10.4 If the Court determines that the Settlement, including but not limited to, the Allocation Methodology, any Plans of Allocation, and the awards of Plaintiff's Attorneys' Fees, any Case Contribution Award, and reimbursement of Litigation Expenses, is fair, adequate and reasonable to the Class as a whole, then the Court, in its sole discretion, and as allowed under Tenth Circuit law, may require any objecting Class Member, as a prerequisite to pursuing appeal, to put up a cash bond in an appropriate amount.

10.5 Only a Participating Class Member shall have the right to object to the Settlement, the Settlement Agreement, or the application for Plaintiff's Attorneys' Fees, Litigation Expenses and Case Contribution Award. In order for an objection to be valid, the written objection must be: (a) filed with the Court at least 14 calendar days prior to the Final Fairness Hearing, unless such deadline is extended or altered by Order of the Court; and (b) contain the following:

- (i) A heading referring to *Rhea v. Apache Corp.*, Case No. 14-cv-00433-JH, United States District Court for the Eastern District of Oklahoma;
- (ii) A statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and telephone number;
- (iii) A reasonably detailed statement of each objection;
- (iv) The objector's name, current address, and current telephone number;
- (v) The objector's signature;
- (vi) Identification of the objector's interest in wells for which the objector has received payments made by or on behalf of Defendant (by well name, payee well number, and county in which the well is located) during the Claim Period; and
- (vii) If the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses sought by Plaintiff's Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of Plaintiff's Attorneys' Fees and/or Litigation Expenses he/she/it believes is fair and reasonable and the portion that is not.

If the objector intends to appear and request permission to speak at the Final Fairness Hearing, either in person or through counsel, then the objector must also provide:

- (i) A list of any witnesses the objector wishes to call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);
- (ii) A list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; and
- (iii) A list of any legal authority the objector may present at the Final Fairness Hearing.

Any Class Member who fails to timely file such written statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing and such failure will render any such attempted objection untimely and of no effect. All presentations of

objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Final Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Final Fairness Hearing, will be in the sole discretion of the Court.

10.6 The Parties will not object to the fairness, adequacy, or reasonableness of the Settlement on appeal. Nor will Defendant take any position on appeal regarding Plaintiff's Attorneys' Fees, any Case Contribution Award, or any reimbursement of Litigation Expenses. Defendant further will not take any position on appeal regarding the Allocation Methodology (or any Plan of Allocation using the Allocation Methodology) unless such matters affect Defendant's bargained-for rights under this Settlement Agreement or the Supplemental Agreements.

## **11. OTHER TERMS AND CONDITIONS**

11.1 Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation and the Released Claims, and denies that the Litigation and Released Claims could have been properly maintained as a class action. It is expressly agreed that neither this Settlement, the Settlement Agreement, any document referred to herein, the Supplemental Agreements, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, evidence of an admission by Defendant of any fault, wrongdoing or liability whatsoever with respect to the claims and allegations in the Litigation and the Released Claims, or that a class could properly be certified in the absence of a settlement. There has been no determination by any court, administrative agency or other tribunal regarding the claims and allegations made in this Litigation or the Released Claims. By agreeing to settle the claims of the Settlement Classes in the Litigation and the Released Claims, Defendant does not admit that the

Litigation and/or Released Claims could have been properly maintained as a contested class action and the Settlement Classes do not admit any deficiency in the merits of their claims. Defendant asserts it has valid defenses to Plaintiff's and the Class Members' claims and is entering into the Settlement solely to compromise the disputed claims and avoid the risk and expense of continued litigation.

11.2 Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement 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 Defendant and any Class Member(s), the provisions of the Settlement Agreement, the provisions of any related agreement, order, judgment or release, or to seek an order barring or precluding the assertion of Released Claims in any proceeding.

11.3 Plaintiff and Defendant shall use their best efforts to encourage and obtain approval of the Settlement. Plaintiff and Defendant also agree to use their best efforts to promptly prepare and execute all documentation as may be reasonably required to obtain final approval by the Court of this Settlement and to carry out the terms of this Settlement Agreement and the Supplemental Agreements.

11.4 Within 30 calendar days after the Settlement Administrator sends the Residual Unclaimed Funds to Defendant as set forth in this Settlement Agreement, each Party, each Party's counsel, each Party's consultants, each Party's experts, and any other persons who have hard copy or electronic documents or computer disks of documents produced by the other Party that were designated confidential in the Litigation or documents or information derived from documents the



other Party designated as confidential in the Litigation will (at their sole expense) return or destroy all such hard copy or electronic documents and computer disks, and will erase or otherwise delete any and all data stored on computer or on computer disks of such documents or information or the data from such documents or information, and each Party will, upon request, certify in writing (email is sufficient, once acknowledged as received) to the other Party's counsel that such documents, disks, data and information have been destroyed, returned, erased, or deleted. Notwithstanding the above, each Party may retain such electronic copies of the documents or information as are made by such Party in the normal course of its routine file back-up procedures. In addition, within 90 calendar days after the Settlement Administrator sends the Residual Unclaimed Funds to Defendant as set forth in this Settlement Agreement, Plaintiff and any person or entity to whom Plaintiff has provided such documents will (at their sole expense) destroy, return, delete, or erase any hard copy or electronic copy of transcripts of depositions or trial testimony or other sworn statements of Defendant's witnesses and any exhibits to any transcripts or statements, and Plaintiff's Counsel, upon request, will certify in writing (email is sufficient, once acknowledged as received) to Defendant's Counsel that such documents were destroyed, returned, deleted, or erased. Neither Party will be obligated to destroy, return, erase or delete any documents previously filed in the public record during the course of the Litigation; any documents Plaintiff and Defendant may agree are not to be considered confidential; any documents subject to a prior agreement between Plaintiff and Defendant allowing their use in other litigation; or transcripts of depositions or trial testimony or other sworn statements of witnesses or exhibits to any transcripts or statements or to any documents filed in the public record. Any protective order on file in this Litigation will survive any Judgment issued by the Court and any documents or other information

not destroyed in accordance with this paragraph will remain subject to any protective order and all remedies thereunder.

11.5 Except as otherwise provided herein or by a writing signed by all the signatories hereto, the Settlement Agreement and Supplemental Agreements shall constitute the entire agreement among Plaintiff and Defendant related to the Settlement of the Litigation and the Released Claims, and no representations, warranties, or inducements have been made to any Party concerning the Settlement other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement and the Supplemental Agreements. Further, none of the Parties have relied upon any representations, warranties, or covenants made by any other Party other than those expressly contained and memorialized in the Settlement Agreement and Supplemental Agreements. This Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all signatories hereto or their successors-in-interest.

11.6 This Settlement Agreement and the Supplemental Agreements may be executed in one or more counterparts, including by facsimile or imaged signatures. Facsimile or imaged signatures will have the same force and effect as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts of this Settlement Agreement and the Supplemental Agreements, and Plaintiff will file a complete copy of the Settlement Agreement that has been executed by all Parties with the Court.

11.7 Plaintiff and Defendant and their respective counsel have mutually contributed to the preparation of the Settlement Agreement and the Supplemental Agreements. Accordingly, no provision of the Settlement Agreement or the Supplemental Agreements shall be construed against

any Party on the grounds that one of the Parties or its counsel drafted the provision. Plaintiff and Defendant are each represented by competent counsel who have advised their respective clients as to the legal effects of this Settlement, and neither Plaintiff nor Defendant have received or relied upon advice from opposing counsel. Except as otherwise provided herein, each Party shall bear its own costs, including attorneys' fees, in connection with the Litigation, Settlement, and preparation of the Settlement Agreement and the Supplemental Agreements.

11.8 To promote certainty, predictability, the full enforceability of this Settlement Agreement as written, and its nationwide application, this Settlement Agreement shall be governed solely by federal law, both substantive and procedural, as to due process, class certification, judgment, collateral estoppel, res judicata, release, settlement approval, allocation, Case Contribution Award, the right to and reasonableness of Plaintiff's Attorneys' Fees and Litigation Expenses, and all other matters for which there is federal procedural or common law, including federal law regarding federal equitable common fund class actions.

11.9 The Settlement Agreement and the Supplemental Agreements shall be binding upon, and inure to the benefit of, the successors, trustees, and assigns of the Parties hereto.

11.10 Plaintiff and Defendant intend this Settlement to be a final and complete resolution of all disputes asserted or that could be asserted with respect to the Released Claims. Accordingly, Defendant agrees not to file a claim against Plaintiff or Plaintiff's Counsel based upon an assertion that the Litigation was brought by Plaintiff or Plaintiff's Counsel in bad faith or without a reasonable basis. Similarly, Plaintiff agrees not to file a claim against Defendant, Defendant's Counsel or the Released Parties based upon an assertion that the Litigation was defended by Defendant or Defendant's Counsel in bad faith or without a reasonable basis. Plaintiff and Defendant agree that the amount paid and the other terms of this Settlement were negotiated at

arm's length and in good faith, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel. Neither Plaintiff nor Defendant shall assert any claims that the other violated the Oklahoma or Federal Rules of Civil Procedure or any other law or rule governing litigation conduct in the maintenance or defense of the Litigation.

11.11 The headings in the Settlement Agreement are used for the purpose of convenience only and are not meant to have legal effect.

11.12 All disputes and proceedings with respect to the administration, enforcement, and interpretation of the Settlement Agreement and the Supplemental Agreements shall be subject to the jurisdiction of the Court. Plaintiff and Defendant waive any right to trial by jury of any dispute arising under or relating to this Settlement Agreement, the Supplemental Agreements, or the Settlement.

11.13 To the extent non-material modifications of this Settlement Agreement are necessary, such modification may be made by written agreement among Plaintiff and Defendant after the Execution Date without further notice to the Settlement Classes as provided herein. This Settlement Agreement, the Supplemental Agreements, and attached exhibits represent the entire, fully integrated agreement between the Parties with respect to the Settlement of the Litigation and the Released Claims, and may not be contradicted by evidence of prior or contemporaneous oral agreements between the Parties. This Settlement Agreement cancels and supersedes any and all prior agreements, understandings, representations, and negotiations concerning this Settlement. No additional obligations or understandings shall be inferred or implied from any of the terms of this Settlement Agreement, as all obligations, agreements, and understandings with respect to the subject matter hereof are solely and expressly set forth herein. It is understood and agreed that the Parties rely wholly on their own respective judgment, belief and knowledge of the facts relating to

the making of this Settlement, which is made without reliance upon any statement, promise, inducement, or consideration not recited herein.

11.14 All counsel and any other persons executing this Settlement Agreement and any of the exhibits hereto, the Supplemental Agreements, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms. Plaintiff and each member of the Settlement Classes is deemed to represent and warrant that he, she or it holds the claims being released in the Settlement and that he, she or it has full authority to release such claims.

11.15 Plaintiff and Defendant stipulate and agree that (a) all activity in the Litigation, except that contemplated in the Settlement Agreement, the Supplemental Agreements, the Preliminary Approval Order, the Notice of Settlement, and the Judgment shall be stayed and (b) all hearings, deadlines, and other proceedings except the preliminary approval hearing (if any), and the Final Fairness Hearing, shall be taken off the Court's calendar.

11.16 If any Party is required to give notice to the other Party under this Settlement Agreement, such notice shall be in writing and shall be deemed to have been duly given upon receipt by hand delivery, facsimile transmission or electronic mail to the individuals named in the signature blocks below as for Plaintiff's Counsel, and to the following individuals as for Defendant's Counsel:

Mark Banner  
HALL, ESTILL, HARDWICK, GABLE,  
GOLDEN & NELSON, P.C.  
320 South Boston Avenue, Suite 200  
Tulsa, OK 74103-3706  
Telephone: (918) 594-0400  
Facsimile: (918) 594-0505  
Email: mbanner@hallestill.com

-and-

Stephen B. Crain  
Edmund W. Robb IV  
BRACEWELL LLP  
711 Louisiana Street, Suite 2300  
Houston, TX 77002  
Telephone: (713) 223-2300  
Facsimile: (713) 221-1212  
Email: stephen.crain@bracewell.com  
edmund.robbs@bracewell.com

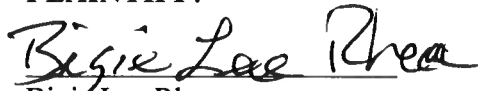
-and-

Timothy S. McConn  
Robert D. Woods  
YETTER COLEMAN LLP  
811 Main Street, Suite 4100  
Houston, TX 77002  
Telephone: (713) 632-8000  
Facsimile: (713) 632-8002  
Email: tmcconn@yettercoleman.com  
rwoods@yettercoleman.com

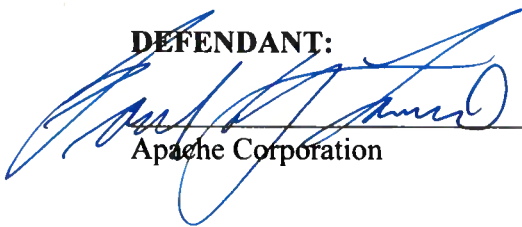

11.17 The Parties agree the Litigation and the Settlement do not relate to the offering of goods or services to persons in the European Union or the monitoring of behavior of persons residing in the European Union; thus, the Parties and Plaintiff's and Defendant's Counsel are not subject to the General Data Protection Regulation (GDPR) by virtue of anything related to this Settlement.

**IN WITNESS WHEREOF**, the Parties and Plaintiff's Counsel have executed this Agreement, in several, as of February 4, 2022.

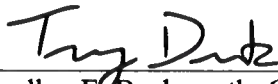
**PLAINTIFF:**

  
Bigie Lee Rhea

**DEFENDANT:**

  
Apache Corporation 

**PLAINTIFF'S COUNSEL:**

  
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Lawrence R. Murphy, Jr. OBA No. 17681  
SMOLEN LAW  
611 S. Detroit Ave.  
Tulsa, OK 74120  
larry@smolen.law

ATTACHMENTS:

- |            |  |
|------------|--|
| Exhibit 1: | Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for Settlement Purposes, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing |
| Exhibit 2: | Order and Judgment Granting Final Approval of Class Action Settlement  |
| Exhibit 3: | Notice of Settlement (for Mailing)   |
| Exhibit 4: | Notice of Settlement (for Publication)   |
| Exhibit 5: | Long Form Notice (for Website and Mailing Upon Request)  |
| Exhibit 6: | List of Class Wells  |



**Exhibit 1**

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

BIGIE LEE RHEA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 6:14-cv-00433-JH
	)	
APACHE CORPORATION,	)	
	)	
Defendant.	)	

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE,  
AND SETTING DATE FOR FINAL FAIRNESS HEARING**

This is a certified class action brought by Plaintiff Bigie Lee Rhea (“Plaintiff” or “Class Representative”), on behalf of himself and all others similarly situated (“Plaintiffs” or “the Class”), against Defendant Apache Corporation (“Defendant”) for the alleged breaches of certain express and implied duties Apache owed to all Class Members, and its alleged failure to pay Class Members the best available price for the minerals produced from their Class Wells. On February 4, 2022, the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) finalizing the terms of the Settlement.<sup>1</sup> The Settlement Agreement, together with the documents referenced therein and exhibits thereto, sets forth the terms and conditions for the proposed Settlement of the Litigation. In accordance with the Settlement Agreement, Plaintiff now presents the Settlement to the Court for preliminary approval under Federal Rule of Civil Procedure 23.

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<sup>1</sup> Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Settlement Agreement.

After reviewing the pleadings and Plaintiff's Motion to Preliminarily Approve Class Action Settlement, Approve Form and Manner of Notice, and Set Date for Final Fairness Hearing ("Motion for Preliminary Approval") and Plaintiff's Memorandum of Law in Support thereof, the Court has preliminarily considered the Settlement to determine, among other things, whether the Settlement warrants the issuance of notice to the Settlement Class. Upon reviewing the Settlement and the Motion for Preliminary Approval, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement unless otherwise defined herein.

2. The Court previously granted Plaintiff's Motion for Class Certification and certified the Class as follows:

All non-excluded persons or entities with royalty interests in wells upstream of a processing plant with a Btu content of 1050 or higher and where Apache Corporation marketed gas from the well pursuant to the terms of the January 1, 1998 contracts between Transok, Inc. and Apache Corporation and/or the July 1, 2011 contract between Enogex Gathering & Processing LLC and Apache Corporation on or after January 1, 2000.

Fuel Gas Subclass: All non-excluded persons or entities included in the class who are also entitled to share in royalty proceeds payable under any lease that contains an express provision stating that royalty will be paid on gas used off lease premises (a Fuel Gas Clause) as indicated in the far right Column of Exhibit 6 to the Settlement Agreement.

The persons excluded from the Class and Fuel Gas Subclass are: (1) agencies, departments, or instruments of the United States of America and the State of Oklahoma; (2) publicly traded oil and gas exploration companies and their affiliates; (3) persons or entities that Plaintiff's counsel is, or may be, prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; and (4) officers of the Court involved in this action.

*See* Dkt. Nos. 294, 300. The Court hereby adopts the findings and conclusions set forth in its Order as if fully set forth herein, including its findings that: the members of the Settlement Class are so

numerous that joinder of all Class Members in the class action is impracticable; there are questions of law and fact common to the Settlement Class that predominate over any individual questions; the claims of the Class Representative are typical of the claims of the Settlement Class; Class Representative and Class Counsel have fairly and adequately represented and protected the interests of the Class Members; and, after considering the interests of the Class Members in individually controlling the prosecution of separate actions, the extent and nature of litigation already commenced by members of the Settlement Class, the desirability or undesirability of continuing the litigation of these claims in this forum, and the difficulties likely to be encountered in the management of a class action – a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Court preliminarily finds (a) the proposed Settlement resulted from extensive arm's-length negotiations and mediation; (b) the proposed Settlement was agreed to only after Class Counsel had conducted legal research, extensive discovery and analysis regarding the strengths and weakness of Class Representatives' and the Settlement Class' claims; (c) Class Representatives and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (d) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class.

4. Having considered the essential terms of the Settlement under the recognized standards for preliminary approval as set forth in the relevant jurisprudence, the Court preliminarily approves the Settlement, subject to the right of any member of the Settlement Class to challenge the fairness, reasonableness, and adequacy of any part of the Settlement, Settlement Agreement, Allocation Methodology, or proposed Initial or Final Plan of Allocation (or any other Plan of Allocation), and to show cause, if any exists, why a final Judgment dismissing the

Litigation based on the Settlement Agreement should not be ordered after adequate notice to the Settlement Class has been given in conformity with this Order. As such, the Court finds that those Class Members whose claims would be settled, compromised, dismissed, and released pursuant to the Settlement should be given notice and an opportunity to be heard regarding final approval of the Settlement and other matters.

5. The Court further preliminarily approves the form and content of the proposed Notice, Summary Notice and Long Form Notice, which are attached to the Settlement Agreement as Exhibits 3, 4 and 5, respectively, and finds such notices (to be given in the manner described below) are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23. The Court finds the form and content of the Notice, Summary Notice and Long Form Notice fairly and adequately: (a) describe the terms and effect of the Settlement; (b) notify the Class Members that Plaintiffs will seek Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses, and a Case Contribution Award for the Class Representatives' services; (c) notify the Settlement Class of the time and place of the Final Fairness Hearing; (d) describe the options for requesting exclusion from the Settlement or objecting to the Settlement or any part thereof; and (e) direct potential Class Members to where they may obtain more detailed information about the Settlement.

6. The Court also preliminarily approves the proposed manner of communicating the Notice, Summary Notice and Long Form Notice to the Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of

applicable Constitutional standards and other applicable laws, including due process and Federal Rule of Civil Procedure 23:

a. Within 30 days after entry of the Preliminary Approval Order or at such time as is ordered by the Court, the Settlement Administrator will mail (or cause to be mailed) the Notice (Exhibit 3 to the Settlement Agreement) by first class mail to all Class Members who have been identified after reasonable efforts to do so. The Notice will be mailed to potential Class Members using the data described in Paragraph 3.3 of the Settlement Agreement and any updated addresses found by the Settlement Administrator. Where there is sufficient information available for it to do so, the Settlement Administrator shall mail the Notice to all Class Members. Neither Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, nor Class Counsel shall have any liability for failure of the Notice to reach any Class Member. The Settlement Administrator will also publish the Summary Notice as described below. It is not reasonable or economically practical for the Parties to do more to determine the names and addresses of Class Members.

b. Within 10 days after mailing the first Notice, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the Summary Notice (Exhibit 4 to the Settlement Agreement) one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; (b) the *Tulsa World*, a paper of general circulation in Oklahoma; (c) *The Daily Ardmoreite*, a paper of local circulation; (d) the *Fairview Republican*, a paper of local circulation; (e) the *Clinton Daily News*, a paper of local circulation; (f) the *Hughes County Tribune*, a paper of local circulation; and (g) the *Elk City Daily News*, a paper of local circulation.

c. Within 10 days after mailing the first Notice and continuing through the date of the Final Fairness Hearing, the Settlement Administrator also will display (or cause to be displayed) on an Internet website dedicated to this Settlement the following documents: (a) the Notice, (b) the Long Form Notice (Exhibit 5 to the Settlement Agreement), (c) the Petition, (d) the Settlement Agreement, and (e) the Preliminary Approval Order. Upon request from a Class Member, the Settlement Administrator will directly mail a copy of the Long Form Notice to the Class Member.

d. The Gross Settlement Fund shall bear any Administration, Notice, and Distribution Costs, subject to the terms of the Settlement Agreement relating to termination of the Settlement.

7. Class Counsel is authorized to act on behalf of the Settlement Class with respect to all acts required by, or which may be given pursuant to, the Settlement Agreement, or such other acts that are reasonably necessary to consummate the proposed Settlement set forth in the Settlement Agreement.

8. The Court appoints JND Legal Administration to act as Settlement Administrator and perform the associated responsibilities set forth in the Settlement Agreement. The Settlement Administrator will receive and process any Requests for Exclusion and, if the Settlement is finally approved by the Court, will supervise and administer the Settlement in accordance with the Settlement Agreement, the Judgment, and the Court's Plan of Allocation order(s) authorizing distribution of the Net Settlement Fund to Class Members. The Parties and their Counsel shall not be liable for any act or omission of the Settlement Administrator.

9. The Court appoints Signature Bank as the Escrow Agent. The Escrow Agent is authorized and directed to act in accordance with the Settlement Agreement, Supplemental

Agreements, and Escrow Agreement. Except as set forth in paragraph 6.19 of the Settlement Agreement, the Parties and their Counsel shall not be liable for any act or omission of the Escrow Agent or loss for the funds in the Escrow Account.

10. Pursuant to Federal Rule of Civil Procedure 23(e), a Final Fairness Hearing shall be held on \_\_\_\_\_, 2022 at \_\_\_\_M. in the United States District Court for the Eastern District of Oklahoma, the Honorable Joe Heaton, presiding, to, among other related matters:

a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class;

b. determine whether the notice method utilized: (i) constituted the best practicable notice under the circumstances and applicable legal standards; (ii) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) met applicable Constitutional standards and all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

c. determine whether a final Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement, and making the other findings and rulings provided therein, all in accordance with the Settlement Agreement;

d. determine the proper method of allocation and distribution of the Net Settlement Fund among Participating Class Members;

e. determine whether the applications for Plaintiffs' Attorneys' Fees, reimbursement for Litigation Expenses, and Case Contribution Award(s) to Class Representative are fair and reasonable and should be approved; and

f. rule on such other matters as the Court may deem appropriate.

11. The Court reserves the right to adjourn, continue, and reconvene the Final Fairness Hearing, or any aspect thereof, including the consideration for the application for Plaintiffs' Attorneys' Fees and reimbursement of Litigation Expenses, without further notice to the Settlement Class. The Settlement Administrator will update the website maintained pursuant to paragraph 6(c) of this Order to reflect the current information about the date and time for the Final Fairness Hearing.

12. The Court reserves the right to continue the Final Fairness Hearing to a later date than the date provided for in the formal notices to the Settlement Class, and to approve the Settlement at or after the Final Fairness Hearing without further notice to the Settlement Class.

13. Class Members wishing to exclude themselves from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4) must submit to the Settlement Administrator a valid and timely Request for Exclusion. Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *Bigie Lee Rhea v. Apache Corp.*; and (iii) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on the Settlement Administrator, by mail to the



address shown below, and must be received by the Settlement Administrator no later than 21 days prior to the Final Fairness Hearing (unless such deadline is otherwise changed or altered by the Court):

**Settlement Administrator:**

*Rhea v. Apache Corporation*  
c/o JND Legal Administration  
PO Box 91231  
Seattle, WA 98111

Requests for Exclusion may not be submitted through the website or by telephone, facsimile, or e-mail. Any Class Member that has not timely and properly submitted a Request for Exclusion shall be included in the Settlement and shall be bound by the terms of the Settlement Agreement in the event it is finally approved by the Court. The Settlement Administrator is directed to promptly email each Request for Exclusion it receives to Class Counsel and Defendant's Counsel. The Settlement Administrator is directed to file the Requests for Exclusion with the Court prior to the date of the Final Fairness Hearing.

14. Any Participating Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Initial Plan of Allocation, the request for Plaintiff's Attorneys' Fees and Litigation Expenses, or the request for a Case Contribution Award to a Class Representative may file an objection. All objections must (a) be filed with the Court at least 21 days prior to the Final Fairness Hearing, unless such deadline is extended or altered by Order of the Court and (b) contain the following:

- (i) A heading referring to *Bigie Lee Rhea v. Apache Corp.*, Case No. 14-cv-00433-JH, and to the United States District Court for the Eastern District of Oklahoma;

- (ii) A statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address, e-mail address, and telephone number;
- (iii) A reasonably detailed statement of each objection;
- (iv) The objector's name, current address, and current telephone number;
- (v) The objector's signature;
- (vi) Identification of the objector's interest in wells for which the objector has received payments made by or on behalf of Defendant (by well name, payee well number, and county in which the well is located) during the Claim Period; and
- (vii) If the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses sought by Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of Plaintiff's Attorneys' Fees and/or Litigation Expenses he/she believes is fair and reasonable and the portion that is not.

If the objector intends to appear and request permission to speak at the Final Fairness Hearing, either in person or through counsel, then the objector must also provide:

- (i) A list of any witnesses the objector wishes to call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);
- (ii) A list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; and
- (iii) A list of any legal authority the objector may present at the Final Fairness Hearing.

Any Class Member who fails to timely file and serve such written statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing and such failure will render any such attempted objection untimely and of no effect. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member

the ability to present evidence or testimony at the Final Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Final Fairness Hearing, will be in the sole discretion of the Court. Either or both Party's counsel may file any reply or response to any objections no later than ten (10) days prior to the Final Fairness Hearing. The procedures set forth in this paragraph do not supplant, but are in addition to, any procedures required by the Federal Rules of Civil Procedure. In accordance with Court rules, all objections and objector information filed with the Court must also be served by the objector on Class Counsel and Defendant's Counsel at the addresses shown in the Court's records.

15. Any objector who timely files and serves a valid written objection in accordance with the above paragraph may also appear at the Final Fairness Hearing, either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to present any objection at the Final Fairness Hearing must comply with the Local Rules of this Court in addition to the requirements set forth in paragraph 14 above.

16. No later than 35 days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to the Settlement Agreement, Class Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in the same form as Exhibit 2 to the Settlement Agreement; (c) final approval of the Allocation Methodology and Initial Plan of Allocation; and (d) Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, and/or a Case Contribution Award.

17. If the Settlement is not approved by the Court, is terminated in accordance with the terms of the Settlement Agreement, or a Judgment approving it is entered that does not become Final and Non-Appealable for any reason whatsoever, the Settlement, Settlement Agreement, and

any actions to be taken in connection therewith (including this Order and any Judgment entered herein), shall be terminated and become void and of no further force and effect as described in the Settlement Agreement (including, but not limited to paragraph 9.4 of the Settlement Agreement). Any obligations or provisions relating to the refund of Plaintiff's Attorney's Fees, Litigation Expenses, and the Gross Settlement Amount; the payment of Administration, Notice, and Distribution Costs already incurred; and any other obligation or provision in the Settlement Agreement that expressly pertains to the termination of the Settlement or events to occur after the termination, shall survive termination of the Settlement Agreement and Settlement.

18. All proceedings in the Litigation, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final approval of the Settlement, Class Representatives and all Class Members are barred, enjoined, and restrained from commencing, prosecuting, continuing, or asserting in any forum, either directly or indirectly, on their own behalf or on the behalf of any other person or class, any Released Claim against Released Parties.

19. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, is not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement and shall not be offered or received in evidence in any action or proceeding by or against any Party in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement between Defendant and any Class Member(s), the provisions of the Settlement Agreement, or the provisions of any related agreement, order, judgment or release. This Order shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of maintaining this

Litigation as a contested class action and Defendant specifically denies any such fault, wrongdoing, breach, liability, and allegation regarding certification for litigation (as opposed to settlement) purposes. This Order shall not be construed or used as an admission, concession, or declaration by or against Class Representatives or the Settlement Class that their claims lack merit or that the relief requested in the Litigation is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have with respect to the Litigation in the event the Settlement is terminated. Moreover, the Settlement and any proceedings taken pursuant to the Settlement are for settlement purposes only.

20. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, hereby retains jurisdiction over this Litigation to consider all further matters arising out of or connected with the Settlement reflected in the Settlement Agreement, including enforcement of the releases provided for in the Settlement Agreement. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, also hereby retains jurisdiction over this Litigation to administer all other matters related to the enforcement of the Settlement Agreement and Settlement and the orders of the Court related thereto.

21. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further written notice to the Settlement Class.

**IT IS SO ORDERED.**

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

---

JOE HEATON  
UNITED STATES DISTRICT JUDGE

**APPROVED AS TO FORM**

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**Exhibit 2**

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

BIGIE LEE RHEA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 6:14-cv-00433-JH
	)	
APACHE CORPORATION,	)	
	)	
Defendant.	)	

**ORDER AND JUDGMENT GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

This is a certified class action brought by Plaintiff Bigie Lee Rhea (“Plaintiff” or “Class Representative”), on behalf of himself and all others similarly situated (“Plaintiffs” or “the Class”), against Defendant Apache Corporation (“Defendant”) for the alleged breaches of certain express and implied duties Apache owed to all Class Members, and its alleged failure to pay Class Members the best available price for the minerals produced from their Class Wells. On February 4, 2022, the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) finalizing the terms of the Settlement.<sup>1</sup>

On \_\_\_\_\_, 2022, the Court preliminarily approved the Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing (the “Preliminary Approval Order”). In the Preliminary Approval Order, the Court, *inter alia*:

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<sup>1</sup> Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Settlement Agreement.



a. adopted its prior order certifying the Settlement Class and appointing Nix Patterson, LLP as Class Counsel and Whitten Burrage as liaison local counsel for the Settlement Class;

b. preliminarily found: (i) the proposed Settlement resulted from extensive arm's-length negotiations; (ii) the proposed Settlement was agreed to only after Class Counsel had conducted legal research, extensive discovery and analysis regarding the strengths and weaknesses of Class Representatives' and the Settlement Class' claims; (iii) Class Representatives and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class;

c. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interest of the Settlement Class;

d. preliminarily approved the form and manner of the proposed Notice, Summary Notice and Long Form Notice to be communicated to the Settlement Class, finding specifically that such Notice, Summary Notice and Long Form Notice, among other information, fairly and adequately: (a) described the terms and effect of the Settlement among other information; (b) notified the Settlement Class of the time and place of the Final Fairness Hearing; (c) described the options for requesting exclusion from the Settlement or objecting to the Settlement or any part thereof; and (d) directed potential Class Members to where they may obtain more detailed information about the Settlement;

e. instructed the Settlement Administrator to disseminate the approved Notice by mail to potential members of the Settlement Class, to publish the Summary Notice, and

to display the Long Form Notice and other documents related to the Settlement on an Internet website in accordance with the Settlement Agreement and in the manner approved by the Court;

- f. provided for the appointment of a Settlement Administrator;
- g. provided for the appointment of an Escrow Agent;
- h. set the date and time for the Final Fairness Hearing as \_\_\_\_\_, 2022 at \_\_.M. in the United States District Court for the Eastern District of Oklahoma; and
- i. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Class or object to the Settlement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice, Summary Notice and Long Form Notice was given to the Settlement Class, notifying them of the Settlement and the upcoming Final Fairness Hearing. On \_\_\_\_\_, 2022, in accordance with the Preliminary Approval Order and the Notices, the Court conducted a Final Fairness Hearing to, *inter alia*:

- a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class;
- b. determine whether the notice method utilized by the Settlement Administrator: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted

due, adequate, and sufficient notice to all persons and entities entitled to such notice; and  
(iv) meets all applicable requirements of the Federal Rules of Civil Procedure, the state and federal Constitutions, and any other applicable law;

c. determine whether to approve the Allocation Methodology, the Initial Plan of Allocation, and distribution of the Net Settlement Fund to Participating Class Members;<sup>2</sup>

d. determine whether a Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;

e. determine whether the applications for Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses, and Case Contribution Award(s) to Class Representative(s) are fair and reasonable and should be approved;<sup>3</sup> and

f. rule on such other matters as the Court deems appropriate.

The Court, having reviewed the Settlement, the Settlement Agreement, and all related pleadings and filings, and having heard the evidence and argument presented at the Final Fairness Hearing, now **FINDS, ORDERS, and ADJUDGES as follows:**

1. The Court, for purposes of this Order and Judgment (the "Judgment"), adopts all defined terms as set forth in the Settlement Agreement and incorporates them as if fully set forth

---

<sup>2</sup> The Court will issue a separate order pertaining to the allocation and distribution of the Net Settlement Proceeds among Participating Class Members (the "Plan of Allocation Order").

<sup>3</sup> The Court will issue separate orders pertaining to Class Counsel's request for Attorneys' Fees and reimbursement of Litigation Expenses and Class Representative's request for a Case Contribution Award.

herein. For reference purposes, a copy of the Settlement Agreement is attached hereto as Appendix A.

2. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement, as well as personal jurisdiction over Defendant and Class Members.

3. The Settlement Class, which was previously certified, is defined as:

All non-excluded persons or entities:

All non-excluded persons or entities with royalty interests in wells upstream of a processing plant with a Btu content of 1050 or higher and where Apache Corporation marketed gas from the well pursuant to the terms of the January 1, 1998 contracts between Transok, Inc. and Apache Corporation and/or the July 1, 2011 contract between Enogex Gathering & Processing LLC and Apache Corporation on or after January 1, 2000.

Fuel Gas Subclass: All non-excluded persons or entities included in the class who are also entitled to share in royalty proceeds payable under any lease that contains an express provision stating that royalty will be paid on gas used off lease premises (a Fuel Gas Clause) as indicated in the far right Column of Exhibit 6 to the Settlement Agreement.

The persons excluded from the Class and Fuel Gas Subclass are: (1) agencies, departments, or instruments of the United States of America and the State of Oklahoma; (2) publicly traded oil and gas exploration companies and their affiliates; (3) persons or entities that Plaintiff's counsel is, or may be, prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; and (4) officers of the Court involved in this action.

[The Court finds that the persons and entities identified in the attached Exhibit \_\_\_\_ have submitted timely and valid Requests for Exclusion and are hereby excluded from the foregoing Settlement Class, will not participate in or be bound by the Settlement, or any part thereof, as set forth in the Settlement Agreement, and will not be bound by or subject to the releases provided for in this Judgment and the Settlement Agreement.]

4. As used in this Judgment, the following terms shall have the following meanings:

- a. **“Released Claims”** include all claims and damages (statutory, contract, tort, equitable, punitive, interest, and other relief), known and unknown, related to underpaid and unpaid royalty for any hydrocarbons or other produced products, including the appropriateness of any deductions applied to royalty payments, including processing fees or fuel gas used off the lease premises and/or in the manufacture of products for the Class Wells during the Class Period. The definition of “Released Claims” further includes any claims for interest allegedly owed related to any and all claims made or that could have been made in the Lawsuit or that are in any way released by this Settlement. The definition of “Released Claims” further includes claims asserted in this action, or that could have been asserted in this action, for failure to pay royalties based on the “best price” or on “all constituents” for gas produced from the Class Wells and for claims related to processing fee costs and fuel gas used off the lease or in the manufacture of products, but does not release claims that have been asserted in: *Allen et al. v. Apache*; or *Chieftain Royalty Co. v. Apache*. The release shall extend to and include Apache and its affiliates, subsidiaries, predecessors, successors, officers, directors, employees, insurers, and attorneys.
- b. **“Released Parties”** means Apache Corporation, and each of its current and prior affiliates, all of their respective successors-in-interest (the “Companies”), all parents, affiliates and subsidiaries of the Companies, and the employees, directors, officers, members and shareholders of Apache Corporation and the Companies
- c. **“Releasing Parties”** means Plaintiff and all Participating Class Members; their predecessors, successors, heirs, assignors, and assignees; and any past and present affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, insurers, and affiliates of such persons or entities.
- d. **“Claim Period”** means January 1, 2000 through the date the Settlement Agreement was executed.

5. At the Final Fairness Hearing on \_\_\_\_\_, 2022, the Court fulfilled its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement and the Notice of Settlement provided to the Settlement Class, considering not only the pleadings and arguments of Class Representative and Defendant and their respective counsel, but also the concerns of any objectors and the interests of all absent Class Members. In so doing, the Court considered arguments that could reasonably be made against, *inter alia*, approving the Settlement

and the Notice of Settlement, even if such argument was not actually presented to the Court by pleading or oral argument.

6. The Court further finds that due and proper notice, by means of the Notice, Summary Notice and Long Form Notice, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notice mailed to the Settlement Class, the published Summary Notice, and the Long Form Notice which was posted on the internet website, all pursuant to the Settlement Agreement and Preliminary Approval Order, (a) constituted the best practicable notice under the circumstances; (b) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notice, Summary Notice and Long Form Notice used by the Parties. The Court further finds that all Class Members have been afforded a reasonable opportunity to request exclusion from the Settlement Class or object to the Litigation and Settlement.

7. The Court hereby affirms its prior order certifying the Litigation as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, including that: the members of the Settlement Class are so numerous that joinder of all Class Members in the class action is impracticable; there are questions of law and fact common to the Settlement Class that

predominate over any individual questions; the claims of the Class Representative are typical of the claims of the Settlement Class; Class Representative and Plaintiffs' Counsel have fairly and adequately represented and protected the interests of the Class Members; and, after considering the interests of the Class Members in individually controlling the prosecution of separate actions, the extent and nature of litigation already commenced by members of the Settlement Class, the desirability or undesirability of continuing the litigation of these claims in this forum, and the difficulties likely to be encountered in the management of a class action – a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Pursuant to and in accordance with Federal Rule of Civil Procedure 23, the Settlement, including, without limitation, the consideration paid by Defendant, the covenants not to sue, the releases, and the dismissal with prejudice of the Released Claims against the Released Parties as set forth in the Settlement Agreement, is finally approved as fair, reasonable and adequate and in the best interests of the Settlement Class. The Settlement Agreement was entered into between the Parties at arm's-length and in good faith after substantial negotiations and mediation, and was free of collusion. The Settlement fairly reflects the complexity of the Claims, the duration of the Litigation, the extent of discovery, and the balance between the benefits the Settlement provides to the Settlement Class and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between experienced counsel and parties alert to defend their interests. The Settlement provides a means of gaining immediate valuable and reasonable compensation and forecloses the prospect of uncertain results after many more months or years of additional discovery and litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement. The Parties, Settlement Administrator, and Escrow Agent are hereby authorized and directed to comply with and to cause the consummation of the

Settlement in accordance with the Settlement Agreement, and the Clerk of this Court is directed to enter and docket this Judgment in the Litigation.

8. By agreeing to settle the Litigation, Defendant does not admit, and instead specifically denies, that the Litigation could have otherwise been properly maintained as a contested class action (as opposed to a settlement class), and specifically denies any and all wrongdoing and liability to the Settlement Class, Class Representative, and Class Counsel.

9. The Court finds that on \_\_\_\_\_, 2022, Defendant caused notice of the Settlement to be served on the appropriate state official for each state in which a Class Member resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. In connection therewith, the Court has determined that, under 28 U.S.C. § 1715, the appropriate state official for each state in which a Class Member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds it was not feasible for Defendant to include on each such notice the names of each of the Class Members who reside in each state and the estimated proportionate share of each such Class Members to the entire Settlement as provided in 28 U.S.C. § 1715(b)(7)(A); therefore, each notice included a reasonable estimate of the number of Class Members residing in each state and the estimated proportionate share of the claims of such Class Members to the entire Settlement. No appropriate state or federal official has entered an appearance or filed an objection to the entry of final approval of the Settlement. Thus, the Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Class Member may refuse to comply with or choose not to be bound by the Settlement and this Court's Orders in furtherance thereof, including this Judgment, under the provisions of 28 U.S.C. § 1715.



10. The Court's Orders denying Class Representative's Motion for Partial Summary Judgment (Dkt. No. 437) and Class Representative's Motion for Reconsideration (Dkt. No. 463) are hereby vacated.

11. The Litigation and the Complaint and all claims included therein, as well as all Released Claims, are dismissed with prejudice as to the Released Parties. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Participating Class Members. The Court finds that Defendant has also released certain claims (as described in Paragraph 4.2 of the Settlement Agreement) against Plaintiff and Participating Class Members and, in accordance with the terms of the Settlement Agreement, Defendant is hereby enjoined from asserting or prosecuting such released claims against such persons and entities. The Releasing Parties are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties to the fullest extent permitted by law. The Court thus hereby permanently bars and enjoins the Releasing Parties, and each of them (regardless of whether or not any such person or party shares in the Net Settlement Fund), and all persons acting on their behalf from, directly or indirectly, or through others, suing, instigating, instituting, pursuing or asserting against the Released Parties any claims or actions on or concerning the Released Claims. The Released Parties are discharged and/or released from all claims for contribution that have been or may be brought by or on behalf of any persons relating to the Settlement of the Released Claims. The releases and prohibitions of this paragraph apply equally to any claim that relates to the subject matter of the Released Claims except as expressly excluded therefrom. The Court's approval of the Settlement and entry of judgment herein shall have the effect of barring each of the Releasing Parties from asserting any claim from which that party would be barred by a judgment resolving the certified

claims herein had such claims been brought by such party individually. Neither Party will bear the other's Party's litigation costs, costs of court, or attorney's fees. The Court orders that the Residual Unclaimed Funds (after remittance of Residual Unclaimed Funds to the appropriate states' unclaimed property funds as provided in the Settlement Agreement) will be paid into the *cy pres* fund pursuant to the procedures and limitations and at the time specified in the Settlement Agreement.

12. The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, and the Escrow Agent, Signature Bank, in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

13. Nothing in this Judgment shall bar any action or claim by Class Representatives or Defendant to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

14. If it has not already occurred, the Settlement Administrator is directed to refund to Defendant the amount attributable to Opt-Outs in accordance with paragraph 6.5 of the Settlement Agreement and Supplemental Agreement 1, if applicable.

15. This Judgment, the Settlement, and the Settlement Agreement—including any provisions contained in or exhibits attached to the Settlement Agreement; any negotiations, statements, or proceedings in connection therewith; or any action undertaken pursuant thereto—shall not be used for any purpose or be admissible in any action or proceeding for any reason, other than an action to enforce the terms of this Judgment or the Settlement (including, but not limited to defending or bringing an action based on the release provided for herein). The Judgment, the

Settlement, and the Settlement Agreement are not and shall not be deemed, described, or construed to be or offered or received as evidence of a presumption, concession, declaration, or admission by any person or entity of the truth of any allegation made in the Litigation; the validity or invalidity of any claim or defense that was, could have been, or might be asserted in the Litigation; the amount of damages, if any, that would have been recoverable in the Litigation; any liability, negligence, fault, or wrongdoing of any person or entity in the Litigation; or whether any other lawsuit should be certified as a class action pursuant to Federal Rule of Civil Procedure 23 or any applicable state rule of procedure.

16. As separately set forth in detail in the Court's Plan of Allocation Order(s), the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund among Participating Class Members are approved as fair, reasonable and adequate, and Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with the Plan of Allocation Order(s) entered by the Court.

17. The Court finds that Class Representative, Defendant, and their Counsel have complied with the requirements of the Federal Rules of Civil Procedure as to all proceedings and filings in this Litigation. The Court further finds that Class Representative and Class Counsel adequately represented the Settlement Class in entering into and implementing the Settlement.

18. Neither Defendant nor Defendant's Counsel has any liability or responsibility to Plaintiffs, Plaintiffs' Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limiting to any distributions made by the Escrow Agent or Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Class Member shall have any claim against Class Counsel, the Settlement Administrator, the Escrow Agent, or any of their respective designees or agents based on the distributions made

substantially in accordance with the Settlement Agreement, the Court's Plan of Allocation Order(s), or other orders of the Court.

19. Any Class Member who receives a Distribution Check that he/she/it is not legally entitled to receive is hereby ordered to either (a) pay the appropriate portion(s) of the Distribution Check to the person(s) legally entitled to receive such portion(s) or (b) return the Distribution Check uncashed to the Settlement Administrator.

20. All matters regarding the administration of the Escrow Account and the taxation of funds in the Escrow Account or distributed from the Escrow Account shall be handled in accordance with Section 5 of the Settlement Agreement.

21. Any order approving or modifying any Plan of Allocation Order, the application by Class Counsel for an award of Plaintiff's Attorneys' Fees or reimbursement of Litigation Expenses, or the request of Class Representative for a Case Contribution Award shall be handled in accordance with the Settlement Agreement and the documents referenced therein (to the extent the Settlement Agreement and documents referenced therein address such an order).

22. Class Counsel, Plaintiff, and the Settlement Class will only be liable for loss of any portion of the Escrow Account as described in paragraph 6.19 of the Settlement Agreement. Defendant shall have no liability for any such loss.

23. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction over the Litigation, Class Representative, the Settlement Class and Class Members, Defendant, and the other Released Parties for the purposes of: (a) supervising and/or determining the fairness and reasonableness of the implementation, enforcement, construction, and interpretation of the Settlement, the Settlement Agreement, any

Plan of Allocation Order entered by the Court, and this Judgment; (b) hearing and determining any application by Plaintiffs and/or Class Counsel for an award of Plaintiffs' Attorneys' Fees, and Litigation Expenses and/or a Case Contribution Award for Class Representatives, if such determinations were not made at the Final Fairness Hearing; (c) supervising the distribution of funds from the Escrow Account; (d) resolving any dispute regarding a Party's right to terminate the Settlement pursuant to the Settlement Agreement; (e) enforcing the terms of the Settlement, including the entry of injunctive or other relief to enforce, implement, administer, construe and interpret the Settlement Agreement; and (f) exercising jurisdiction over any challenge to the Settlement on any basis whatsoever.

24. In the event the Settlement is terminated as the result of a successful appeal of this Judgment or does not become Final and Non-Appealable in accordance with the terms of the Settlement Agreement for any reason whatsoever, then this Judgment and all orders previously entered in connection with the Settlement shall be rendered null and void and shall be vacated to the extent provided by and in accordance with the Settlement Agreement. The provisions of the Settlement Agreement relating to termination of the Settlement Agreement shall be complied with.

25. The claims asserted by Class Representative in this Litigation and all Released Claims of the Participating Class Members are hereby **DISMISSED WITH PREJUDICE** to the refiling of the same or any portion thereof against the Released Parties, or any of them. The Court retains jurisdiction pursuant to paragraph 23 above to administer the Settlement distribution process as contemplated in the Court's separate Plan of Allocation Order(s), to administer other aspects of the Settlement as described in the Settlement Agreement, and to issue additional orders pertaining to, *inter alia*, Class Counsel's request for Plaintiff's Attorneys' Fees and reimbursement of reasonable Litigation Expenses and Class Representative's request for a Case Contribution

Award. Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all claims as to Defendant and is therefore a final appealable judgment. Regardless, there is no just reason to delay the finality of the Judgment. The Court further hereby expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment in this Litigation.

26. [IF OBJECTION(S) ARE MADE – ADDITIONAL LANGUAGE TO BE DETERMINED BASED ON OBJECTION(S)]

**IT IS SO ORDERED.**

Dated this \_\_ day of \_\_\_\_\_, 2022.

---

JOE HEATON  
UNITED STATES DISTRICT JUDGE

**APPROVED AS TO FORM**

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Rhea v. Apache Corporation  
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**Exhibit 3**

PRE-SORTED  
 STANDARD  
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 PAID

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*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

**If You Have Received a Payment from Apache Corporation for Production from an Oil and Gas Well in Oklahoma, You Could Be a Part of a Proposed Class Action Settlement.**

Name No: <ID>

**Who Is Included?**

You may be a member of the Settlement Class if you received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma and whose payments did not include the full amount of royalty owed thereon. The Class has been preliminarily approved for settlement only. There are exclusions.

Name  
 Address  
 City, State Zip  
 Country

There is a proposed Settlement in a certified class action lawsuit filed against Apache Corporation (“Defendant”) called *Bigie Lee Rhea v. Apache Corporation*, Case No. 14-cv-00433-JH, in the U.S. District Court for the Eastern District of Oklahoma. Plaintiff Bigie Lee Rhea (“Plaintiff”) filed this class action on behalf of himself and other royalty owners with interests in Oklahoma wells operated by, or the production from which was sold by, Defendant. The Lawsuit claims Defendant breached its implied duty to market the gas and underpaid royalties due to its failure to obtain the best price available. Plaintiff has asserted claims for breach of contract, tortious breach of contract, fraud (actual and constructive) and deceit, and for an accounting. Defendant denies all liability.

**Why am I receiving this notice?** Defendant’s records indicate you may be a member of the Settlement Class.

**What does the settlement provide?**

The proposed Settlement provides monetary benefits of \$25,000,000.00 that will be distributed according to the terms of the Settlement Agreement, the documents referenced in and exhibits to the Settlement Agreement, and orders from the Court. Plaintiff’s Counsel will seek attorneys’ fees up to \$\_\_\_\_\_; reimbursement of litigation expenses up to \$\_\_\_\_\_; and Settlement Administration, Notice, and Distribution Costs up to \$\_\_\_\_\_, to be paid from the Settlement. Plaintiff will also seek a case contribution award up to \$\_\_\_\_\_ from the Settlement.

**What are my legal rights?**

You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by \_\_\_\_\_, 2022. If you stay in the Settlement Class, you will be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendant or others identified in the Settlement Agreement from claims described therein. You may appear through an attorney if you so desire.

**What are my other options?**

If you do not wish to participate in or be legally bound by the proposed Settlement, you may exclude yourself by opting out no later than \_\_\_\_\_, 2022, following instructions from the Court (available on the website). If you opt out, you will not receive any benefits from the Settlement and will not be bound by it or the judgment in this case.

**When will the Court decide whether to approve the proposed Settlement?**

A Final Fairness Hearing has been scheduled for \_\_\_\_\_, 2022 at \_\_\_\_\_.m. CDT at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 74401. You are not required to attend the hearing, but you or your lawyer may do so if you wish.

**THIS IS ONLY A SUMMARY. TO GET A COPY OF THE ENTIRE NOTICE OR FOR MORE INFORMATION, CALL TOLL-FREE 1-888-304-0165 OR VISIT WWW.RHEAVAPACHE.COM.**

#### **Exhibit 4**

### **If You Are or Were Paid by Apache Corporation Proceeds from an Oklahoma Oil and Gas Well, You Could Be Part of a Proposed Class Action Settlement**

The Settlement Classes shall mean the classes as adopted and defined by the Court in its Order dated May 3, 2019, set forth as follows:

All non-excluded persons or entities with royalty interests in wells upstream of a processing plant with a Btu content of 1050 or higher and where Apache Corporation marketed gas from the well pursuant to the terms of the January 1, 1998 contracts between Transok, Inc. and Apache Corporation and/or the July 1, 2011 contract between Enogex Gathering & Processing LLC and Apache Corporation on or after January 1, 2000.

Fuel Gas Subclass: All non-excluded persons or entities included in the class who are also entitled to share in royalty proceeds payable under any lease that contains an express provision stating that royalty will be paid on gas used off lease premises (a Fuel Gas Clause) as indicated in the far right Column of Exhibit 6 to the Settlement Agreement.

The persons excluded from the Class and Fuel Gas Subclass are: (1) agencies, departments, or instruments of the United States of America and the State of Oklahoma; (2) publicly traded oil and gas exploration companies and their affiliates; (3) persons or entities that Plaintiff's counsel is, or may be, prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; and (4) officers of the Court involved in this action.

The lawsuit *Bigie Lee Rhea v. Apache Corporation*, Case No. 14-cv-00433-JH, claims Apache Corporation ("Defendant") breached its implied duty to market gas and underpaid royalties due to its failure to obtain the best price available for said gas. Defendant denies all liability but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court did not decide which side is right.

On \_\_\_\_\_, 2022, the Court preliminarily approved a Settlement in which Defendant has agreed to pay \$25,000,000 in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct reasonable Plaintiffs' Attorneys' Fees, Litigation Expenses, Case Contribution Award(s), settlement Administration, Notice, and Distribution Costs, certain money attributable to Class Members who are excluded from the Settlement Class, and other costs approved by the Court. The remainder of the fund (the "Net Settlement Fund") will be distributed to eligible Class Members based on a variety of factors, including: the amount of royalty paid to each Class Member, the date the royalty payment was made, and well production data. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In

exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement.

The law firms who represent the Class as Class Counsel are: (a) Nix Patterson, LLP; and (b) Whitten Burrage. You may hire your own attorney, if you wish. However, you will be responsible for that attorney's fees and expenses.

<b>What Are My Legal Rights?</b>
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- **Do Nothing, Stay in the Class, and Be Bound By the Settlement:** If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement. You will also be bound by the Settlement Agreement and all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendant or others identified in the Settlement Agreement for claims described in that Agreement.
- **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Proposed Settlement, Motion for Attorneys' Fees, and Fairness Hearing (the "Notice") found at the website listed below and **must be filed with the Court no later than \_\_\_\_\_, 2022, at 5 p.m. CDT.**
- **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve a written statement on the Settlement Administrator. Your Request for Exclusion must contain the information described in the Notice found at the website listed below and **must be received by the Settlement Administrator no later than \_\_\_\_\_, 2022, at 5 p.m. CDT.** You cannot exclude yourself from the Settlement Class on the website, by telephone, or by e-mail.

The Court will hold a Final Fairness Hearing on \_\_\_\_\_, 2022, at \_\_\_\_m. CDT at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 74401. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiffs' Attorneys' Fees, Litigation Expenses, and Case Contribution Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the hearing, you should check with the Court at [www.\\_\\_\\_\\_\\_](http://www._____.) to confirm no change to the date and time of the hearing has been made.

**This notice provides only a summary. For more detailed information regarding the rights and obligations of Class Members, read the Long Notice, Settlement Agreement, and other documents posted on the website or contact the Settlement Administrator.**

**Visit:** [www.rheavapache.com](http://www.rheavapache.com)  
**Call Toll-Free:** 1-888-304-0165  
**Or write to:** *Rhea v. Apache Corporation*  
c/o JND Legal Administration  
PO Box 91231  
Seattle, WA 98111

**Exhibit 5**

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

BIGIE LEE RHEA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 6:14-cv-00433-JH
	)	
APACHE CORPORATION,	)	
	)	
Defendant.	)	

**NOTICE OF PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES, AND FAIRNESS  
HEARING**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

***If you belong to the Settlement Classes and this Settlement is approved, your legal rights will be affected whether you act or not.*** Read this Notice carefully to see what your rights and options are in connection with this Settlement.<sup>1</sup>

- On \_\_\_\_\_, 2022, the Court preliminarily approved a Settlement in the above-captioned litigation (the "Litigation") between Bigie Lee Rhea ("Plaintiff"), on behalf of himself and the Settlement Classes, and Apache Corporation ("Defendant"). The Litigation and the defenses of Defendant are described in Answer to Question No. 2 below. Capitalized terms not otherwise defined in this notice shall have the meanings attributed to those terms in the Settlement Agreement referred to below.
- Defendant has agreed to pay \$25,000,000.00 in cash ("Gross Settlement Fund") in settlement of the Litigation. In exchange, the Settlement Classes shall release any and all Released Claims (as defined below in the Answer to Question No. 2) the Releasing Parties have or may have against the Released Parties (as defined below in the Answer to Question No. 2). The Gross Settlement Fund, less Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, any Case Contribution Award awarded by the Court, other costs approved by the Court, and potentially some amount of money attributable to Class Members who are excluded from the Settlement Classes (the "Net Settlement Fund"), will be distributed to Class Members who qualify for a distribution.

<sup>1</sup> This Notice summarizes and is qualified in its entirety by the Stipulation and Agreement of Settlement ("Settlement Agreement") and the documents referenced therein, which set forth the terms of the Settlement. Please refer to the Settlement Agreement for a complete description of the terms and provisions thereof. A copy of the Settlement Agreement is available at [www.rheavapache.com](http://www.rheavapache.com).

- The Settlement Classes definition and exceptions are listed below in Question No. 5: “**How do I know whether I am part of the Settlement Classes?**” and Question No. 6: “**Are there other exceptions to being included?**”
- Counsel for Plaintiff (“Class Counsel”) intends to seek an award of attorneys’ fees of not more than 40% of the Gross Settlement Fund. Class Counsel has been litigating this case for nearly seven (7) years without any payment whatsoever, advancing hundreds of thousands of dollars in labor and expense. Class Counsel will also request reimbursement of the expenses they have incurred in connection with the prosecution of this Litigation, and will incur through final distribution, which will be paid from the Gross Settlement Fund. In addition, Plaintiff intends to seek a Case Contribution Award of up to \$\_\_\_\_\_ to be paid to the Class Representative from the Gross Settlement Fund for his representation of the Class.
- In reaching the Settlement, Plaintiff and Defendant have avoided the uncertainty, cost and time of a contested trial. Plaintiff has agreed to the Settlement to avoid the risk that some or all of the claims of the Settlement Classes against Defendant could be dismissed.

YOUR LEGAL RIGHTS AND OPTIONS	
<b>You Do Not Need To Take Further Action To Participate In The Settlement</b>	If the Settlement is approved, you do not need to take any further action to participate in the Settlement and receive a payment. The portion of the Net Settlement Fund to which you are entitled will be calculated as part of the administration of the Settlement.
<b>Exclude Yourself (by _____, 2022 at 5 p.m. CDT)</b>	If you do not wish to be a member of the Settlement Classes, you <i>must</i> exclude yourself (as described below in Answer to Question No. 13 and in the Settlement Agreement) and you <b>will not</b> receive any payment from the Settlement Fund. You cannot bring or be part of another lawsuit or arbitration against any of the Released Parties based on any Released Claims unless you exclude yourself from the Settlement Classes.
<b>Object (by _____, 2022 at 5 p.m. CDT)</b>	If you do not exclude yourself and you wish to object to any part of the Settlement, the attorneys’ fees or litigation costs requested by Class Counsel, or the Case Contribution Award requested by Plaintiff, you may (as discussed below in Answer to Question No. 18 and in the Settlement Agreement) write to the Court about your objections.
<b>Attend the Final Fairness Hearing (to be held on _____, 2022)</b>	If you have submitted a valid and timely written objection to any aspect of the Settlement, the attorneys’ fees or litigation expenses requested by Class Counsel, or the Case Contribution Award requested by Plaintiff, you may (but do not have to) attend the Final Fairness Hearing and present your objections to the Court at that hearing (as described below in Answer to Question No. 22 and in the Settlement Agreement).
<b>Do Nothing</b>	If you are a Class Member and do nothing, you will be bound by the terms of the Settlement as set forth in the Settlement Agreement and the documents referenced therein, including the final Judgment entered in the

	Litigation, will be bound by the release of and agreement not to sue the Released Parties, will receive your portion of the Net Settlement Fund (if any), and will not be able to bring or pursue any Released Claims in any other lawsuit or arbitration. It is your responsibility to familiarize yourself with the Settlement and all other documents regarding the Settlement that can be found at <a href="http://www.rheavapache.com">www.rheavapache.com</a> .
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- **These rights and options—and the deadlines to exercise them—are explained in this Notice and in the Settlement Agreement. Please note that the date of the Final Fairness Hearing—currently scheduled for \_\_\_\_\_, 2022—is subject to change without further notice. If you plan to attend the Final Fairness Hearing, you should check the Court’s docket or [www.\\_\\_\\_\\_\\_.com](http://www._____.com) to be sure no change to the date and time of the hearing has been made.**
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to Class Members only if the Court approves the Settlement and that approval is upheld in any appeals that may be filed.

<b>WHAT THIS NOTICE CONTAINS</b>
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**Summary of Settlement.....[ ]**

**Basic Information.....[ ]**

1. Why did I get this Notice package? .....[ ]
2. What is the Litigation about? .....[ ]
3. Why is this case a class action? .....[ ]
4. Why is there a Settlement? .....[ ]
5. How do I know whether I am part of the Settlement Classes? .....[ ]
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**The Settlement Benefits - What You Receive .....[ ]**

8. What does the Settlement provide? .....[ ]
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11. When would I get my payment? .....[ ]
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13. How do I get out of the Settlement and not release my claims? .....[ ]
14. If I don’t exclude myself from the Settlement Classes, can I sue the Released Parties for the same thing later? .....[ ]
15. If I exclude myself, can I get money from this Settlement in connection with the Litigation? .....[ ]

**The Lawyers Representing You .....[ ]**

16. Do I have a lawyer in the case? .....[ ]
17. How will the lawyers be paid? .....[ ]

**Objecting to the Settlement, Plan of Allocation, Attorneys’ Fees and Expenses, and Plaintiffs’**

**Case Contribution Award.....[ ]**

18. How do I tell the Court that I do not like any aspect of the Settlement?.....[ ]
19. What’s the difference between objecting and excluding myself? .....[ ]
20. When and where will the Court decide whether to approve the Settlement? .....[ ]



21. Do I have to come to the hearing? ..... ☐

22. May I speak at the hearing? ..... ☐

**If You Do Nothing**..... ☐

23. What happens if I do nothing at all? ..... ☐

**Getting More Information** ..... ☐

24. Are there more details about the Settlement? ..... ☐

25. How do I get more information? ..... ☐

### **BASIC INFORMATION**

#### **1. Why did I get this Notice package?**

You are being sent this Notice because you may be a member of the Settlement Classes in the Litigation as described herein. Payment history records reflect that you have received payments from Defendant (or someone paying proceeds on Defendant's behalf) for oil and gas production proceeds from oil and gas wells in Oklahoma during the Claim Period (as defined in the Settlement Agreement and in the answer to Question No. 2). This Notice is not intended to be, and should not be construed as, an expression of any opinion with respect to the merits of the allegations in the Petition filed in the Litigation. This Notice explains the claims being asserted in the Litigation, explains the Settlement, explains your right to remain a member of the Settlement Classes (see Answer to Question No. 12), explains your right to opt out of the Settlement Classes and be excluded from the Settlement (see Answer to Question No. 13), and explains your right to object to the Settlement (see Answer to Question No. 18).

The Court caused the notice to be sent to you because, if you fall within this group and are not otherwise excluded from the Settlement Classes, your rights will be affected and you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, after any objections and appeals are resolved, the Court-appointed Settlement Administrator will cause payments to be made to Class Members in accordance with the Settlement Agreement.

This Notice package describes the Litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Litigation is the United States District Court for the Eastern District of Oklahoma. The individual prosecuting this Litigation on behalf of the Class is called the "Plaintiff" and the company he is suing is called the "Defendant." This case, also called the "Litigation," is known as *Bigie Lee Rhea v. Apache Corporation*, Case No. 14-cv-00433-JH.

#### **2. What is the Litigation about?**

Plaintiff filed this class action on behalf of himself and other royalty owners with interests in Oklahoma wells operated by, or the production from which was sold by, Defendant. He sought to recover for the alleged underpayment of royalties by Defendant, contending that Defendant underpaid royalties due to its failure to obtain the best price available for the gas it sold. More specifically, Plaintiff argued that Defendant breached its implied duty to market the gas and obtain the best price available by: (1) marketing the gas under a "keep whole" contract which did not capture the value of the natural gas liquids ("NGLs") included in the production, and (2) paying excessive fees to the midstream processor even after the keep whole contract was modified to capture the value of the NGLs. Plaintiff also asserted that Defendant failed to pay royalty on fuel gas used by the midstream processor in

performing midstream services, contrary to explicit lease provisions included in most, but not all, of the affected leases. These contentions are the underlying basis for claims for breach of contract, tortious breach of contract, fraud (actual and constructive) and deceit, and for an accounting.

Defendant denies any and all liability related to Plaintiff's allegations and further states that neither Plaintiff nor any of the Class Members are entitled to the relief sought in the Litigation and further states that it would not be appropriate to award any type of damages to the Class Members.

A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 74401, in the file for Case No. 14-cv-00433-JH. Some of the relevant pleadings are additionally located on the website found at [www.rheavapache.com](http://www.rheavapache.com). Should you have questions regarding the status, rulings or issues in the Litigation, such questions can be submitted as set forth below.

## **Release**

If the Court enters a final order approving the Settlement, all Class Members, on behalf of the "Releasing Parties," will release any "Released Claims" they have or may have against the "Released Parties." This means that if you remain a member of the Settlement Classes, any and all claims related to underpaid and unpaid interest for oil or gas proceeds during the Claim Period will be released and discharged.

**"Claim Period"** means January 1, 2000 through February 4, 2022 (the date the Settlement Agreement was executed).

**"Released Claims"** means all claims and damages (statutory, contract, tort, equitable, punitive, interest, and other relief), known and unknown, related to underpaid and unpaid royalty for any hydrocarbons or other produced products, including the appropriateness of any deductions applied to royalty payments, including processing fees or fuel gas used off the lease premises and/or in the manufacture of products for the Class Wells during the Class Period. The definition of "Released Claims" further includes any claims for interest allegedly owed related to any and all claims made or that could have been made in the Lawsuit or that are in any way released by this Settlement. The definition of "Released Claims" further includes claims asserted in this action, or that could have been asserted in this action, for failure to pay royalties based on the "best price" or on "all constituents" for gas produced from the Class Wells and for claims related to processing fee costs and fuel gas used off the lease or in the manufacture of products, but does not release claims that have been asserted in: *Allen et al. v. Apache*; or *Chieftain Royalty Co. v. Apache*. The release shall extend to and include Apache and its affiliates, subsidiaries, predecessors, successors, officers, directors, employees, insurers, and attorneys.

**"Released Parties"** means Apache Corporation, and each of its current and prior affiliates, all of their respective successors-in-interest (the "Companies"), all parents, affiliates and subsidiaries of the Companies, and the employees, directors, officers, members and shareholders of Apache Corporation and the Companies.

**"Releasing Parties"** means Plaintiff and all Participating Class Members; their predecessors, successors, heirs, assignors, and assignees; and any past and present affiliates, directors, officers,

employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, insurers, and affiliates of such persons or entities.

### **3. Why is this case a class action?**

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All of the individuals and entities on whose behalf the plaintiffs are suing are class members. One court resolves the issues for all class members, except for those who choose to exclude themselves from the class. Here, United States District Judge Joe Heaton, is presiding over the Litigation.

### **4. Why is there a Settlement?**

The Court has not reached a final judgment as to whether Plaintiff has proved or can prove his claims against Defendant. It could take several more years before a trial on the merits could be held, final judgment entered, and appeals exhausted. Instead, Plaintiff and Defendant have agreed to the Settlement in order to resolve the Litigation. In reaching the Settlement, both sides have avoided the risk, cost and time of a trial, and Plaintiff has avoided any further delay in resolving the Litigation. In addition, as with any litigated case, Plaintiff would face an uncertain outcome if this Litigation went to trial. On the one hand, a trial could result in a verdict greater than the Settlement. However, Defendant has asserted many defenses, and a trial could result in a judgment in favor of Defendant on liability or a verdict lower than the Settlement Amount that Plaintiff has obtained, or even no recovery at all for Plaintiff and the Class Members. Based on these factors and others, Plaintiff and Class Counsel believe the Settlement is best for all Class Members.

### **5. How do I know whether I am part of the Settlement Classes?**

The Settlement Classes consists of the following individuals and entities, subject to the exceptions listed in the answer to Question No. 6 below:

All non-excluded persons or entities with royalty interests in wells upstream of a processing plant with a Btu content of 1050 or higher and where Apache Corporation marketed gas from the well pursuant to the terms of the January 1, 1998 contracts between Transok, Inc. and Apache Corporation and/or the July 1, 2011 contract between Enogex Gathering & Processing LLC and Apache Corporation on or after January 1, 2000.

Fuel Gas Subclass: All non-excluded persons or entities included in the class who are also entitled to share in royalty proceeds payable under any lease that contains an express provision stating that royalty will be paid on gas used off lease premises (a Fuel Gas Clause) as indicated in the far right Column of Exhibit 6 to the Settlement Agreement.

### **6. Are there other exceptions to being included?**

The persons excluded from the Class and Fuel Gas Subclass are: (1) agencies, departments, or instruments of the United States of America and the State of Oklahoma; (2) publicly traded oil and gas exploration companies and their affiliates; (3) persons or entities that Plaintiff's counsel is, or may be, prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; and (4) officers of the Court involved in this action.

Also, you are not a Class Member if you exclude yourself from the Settlement Classes by submitting a valid and timely request for exclusion in accordance with the requirements set forth in this Notice and in the Settlement Agreement. The procedure for requesting exclusion from the Settlement Classes is described below in the Answer to Question No. 13.

**7. I am still not sure whether I am included.**

If you are still not sure whether you are included, you can ask for help, which will be provided to you at no cost. You can call the Settlement Administrator at 1-888-304-0165, or write to the following address:

*Rhea v. Apache Corporation*  
c/o JND Legal Administration  
PO Box 91231  
Seattle, WA 98111

**THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE**

**8. What does the Settlement provide?**

In consideration of the Settlement, Defendant has agreed to pay \$25,000,000.00 in cash. See the Settlement Agreement for full details.

The Settlement, if approved, will result in the dismissal of the Complaint against Defendant and the release by all Class Members of all the Released Claims the Releasing Parties have or may have against the Released Parties, as defined above in Answer to Question No. 2. The Net Settlement Fund will be distributed to the Class Members who are not excluded from the Settlement Classes in accordance with the provisions of the Allocation Methodology and Final Plan of Allocation, which is explained below in the Answer to Question No. 9.

**9. How much will the cash portion of my payment be?**

The Net Settlement Fund shall be allocated to Class Members on the following basis:

Plaintiffs' Counsel shall, subject to Court approval, allocate the Net Settlement Fund to individual Participating Class Members proportionately based on the amount of royalty paid to each Class Member, the date the royalty payment was made, well production data, any applicable statute of limitations, and any previously granted releases or precluded claims. This allocation is subject to modification by Plaintiffs' Counsel and final approval by the Court.

**If you have questions about the tax consequences of participating in the Settlement, you should consult with your own tax advisor.**

**10. How can I get a payment?**

If you do **not** exclude yourself pursuant to the procedure set forth in Answer to Question No. 13 below, **YOU DO NOT NEED TO TAKE ANY ACTION WHATSOEVER** to receive your portion of the Net Settlement Fund (if any).

**11. When would I get my payment?**

Payment to Class Members is contingent on several factors, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeal to any court, as set forth more specifically in paragraph 1.15 of the Settlement Agreement.

The Net Settlement Fund will be distributed by the Settlement Administrator as soon as reasonably possible after final approval has been obtained for the Settlement and any appeals are exhausted. The Settlement Agreement specifies deadlines for distributing the Net Settlement Fund. Any appeal of final approval could take well in excess of one (1) year. It is not anticipated that any meaningful interest will accrue on the Net Settlement Fund. The Settlement may be terminated on several grounds, including if the Court does not approve or modifies material terms of the Settlement. If the Settlement is terminated, the Litigation will proceed as if the Settlement had not been reached.

You may receive information about the progress of the Settlement by visiting the website at [www.rheavapache.com](http://www.rheavapache.com), or by calling 1-888-304-0165 or writing to: *Rhea v. Apache Corporation*, c/o JND Legal Administration, PO Box 91231, Seattle, WA 98111.

**12. What is the effect of my remaining in the Settlement Classes?**

Unless you exclude yourself from the Settlement Classes, if the Settlement is approved, you will be a Participating Class Member. As a Participating Class Member, you will receive any portion of the Net Settlement Fund allocated to you and will be bound by all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, you will not be able to sue, continue to sue, or be part of any other lawsuit against any of the Released Parties concerning any of the Released Claims.

**13. How do I get out of the Settlement and not release my claims?**

To get out of the Settlement, you must exclude yourself from the Settlement Classes. To exclude yourself from the Settlement Classes, you must send by mail, to the Settlement Administrator a written statement that you want to be excluded from the Settlement Classes in *Bigie Lee Rhea v. Apache Corp.* In addition to the other information specified in the rest of this answer, your statement must include your name, address, telephone number, and signature, and must be received by the Settlement Administrator by no later than \_\_\_\_\_, 2022 at 5 p.m. CDT. Your written statement must be sent to:

**Settlement Administrator**  
*Rhea v. Apache Corporation*  
c/o JND Legal Administration  
PO Box 91231  
Seattle, WA 98111

**To be effective, your written request for exclusion must be MAILED and RECEIVED at the above address no later than \_\_\_\_\_, 2022 at 5 p.m. CDT.** You cannot exclude yourself on the website, by telephone, facsimile or by e-mail. The letter must be signed by you and must identify your interest in any wells for which you have received payments from Defendant or anyone making payments on Defendant's behalf, including the name, well number, county in which the well is located, and the owner identification number. Any such letter also should state generally:

Dear Judge, I want to exclude myself from the Settlement Classes in *Bigie Lee Rhea v. Apache Corp.*, Case No. 14-cv-00403-JH, 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.

**If you do not follow these procedures—including meeting the date for exclusion set out above—you will not be excluded from the Settlement Classes, and you will be bound by the Settlement Agreement and all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims.** You must exclude yourself even if you already have a pending case against any of the Released Parties based upon any Released Claims.

If you validly request exclusion as described above, you cannot object to the Settlement, and you will not have released any claim against the Released Parties. You will not be legally bound by anything that happens in the Litigation. You will also not participate in any distribution of the Net Settlement Fund. Do not request exclusion if you wish to participate in the Settlement.

**14. If I don't exclude myself from the Class, can I sue the Released Parties for the same thing later?**

No. Unless you exclude yourself from the Settlement Classes in connection with the Litigation, you (and any other Releasing Parties) give up any right to sue any or all of the Released Parties for any Released Claims. If you have a pending lawsuit or arbitration against Defendant or any of its officers and/or directors or any other Released Parties, speak to the lawyer representing you in that case immediately. You must exclude yourself from the Settlement Classes to continue your own lawsuit or arbitration against any of the Released Parties.

**15. If I exclude myself, can I get money from this Settlement in connection with the Litigation?**

No. If you exclude yourself from the Settlement Classes, you may be able to sue, continue to sue, or be part of a different lawsuit or arbitration against the Released Parties, but you will not receive any money from the Settlement discussed in this Notice.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in the case?**

The law firms of (a) Nix Patterson, LLP and (b) Whitten Burrage represent Plaintiff and all other Class Members in this Litigation. These lawyers are called Class Counsel. You will not be charged directly by these lawyers. If the Court authorizes it, these lawyers will be paid in accordance with the Answer to Question No. 17 below. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class Counsel intends to seek an award of attorneys' fees not to exceed 40% of the Gross Settlement Fund. Class Counsel has been litigating this case for nearly seven (7) years without any payment whatsoever. At the Final Fairness Hearing, Class Counsel will also seek reimbursement from the Gross Settlement Fund of the Litigation Expenses incurred in connection with the prosecution of



this Litigation, and will also seek Administration, Notice, and Distribution Costs, which will be incurred through final distribution of the Settlement. Plaintiff intends to seek a Case Contribution Award relating to his representation of the Settlement Classes, taking into account Plaintiff's time, effort, risk and burden.

**OBJECTING TO THE SETTLEMENT, PLAN OF ALLOCATION, ATTORNEYS' FEES, LITIGATION EXPENSES, AND PLAINTIFFS' CASE CONTRIBUTION AWARD**

**18. How do I tell the Court that I do not like any aspect of the Settlement?**

If you are a Class Member and you do not exclude yourself, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement, Allocation Methodology, Initial Plan of Allocation, request for Plaintiff's Attorneys' Fees or reimbursement of Litigation Expenses, or Case Contribution Award to Plaintiff. To object, you must file a written statement with the Court saying that you object to the proposed Settlement. You must include in your written statement:

- (a) A heading referring to *Bigie Lee Rhea v. Apache Corp.*, Case No. 14-cv-00433-JH, and to the United States District Court for the Eastern District of Oklahoma;
- (b) A statement as to whether you intend to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address, e-mail address, and telephone number;
- (c) A reasonably detailed statement of each objection;
- (d) Your name, current address, and current telephone number;
- (e) Your signature;
- (f) Identification of your interest in wells for which you have received payments made by or on behalf of Defendant (by well name, payee well number, and county in which the well is located) during the Claim Period; and
- (g) If you are objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses sought by Class Counsel on the basis that the amounts requested are unreasonably high, you must specifically state the portion of Plaintiffs' Attorneys' Fees and/or Litigation Expenses you believe is fair and reasonable and the portion that is not.

**Your written objection must be filed with the Court no later than \_\_\_\_\_, 2022:**

**By the above date, your written objection must be ON FILE with the Court:**

Clerk of the Court  
United States District Court for the Eastern District of Oklahoma  
101 North 5th Street  
Muskogee, OK 74401

**UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASSES WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES AND CASE CONTRIBUTION AWARD AND WILL NOT BE ALLOWED TO PRESENT ANY OBJECTIONS AT THE FINAL FAIRNESS HEARING.**

**19. What's the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a Participating Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Classes. If you exclude yourself from the Settlement Classes, you have no basis to object, because the Settlement no longer affects you. If you do not exclude yourself from the Settlement Classes, you will remain a member of the Settlement Classes and will be bound by the terms of the Settlement Agreement (including the release contained therein) and all orders and judgments entered by the Court regarding the Settlement regardless of whether the Court accepts or denies your objection.

**20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing on \_\_\_\_\_, 2022, at \_\_\_\_\_.m. CDT, at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 74401. **Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the hearing, you should check with the Court and [www.\\_\\_\\_\\_\\_.com](http://www._____.com) to be sure no change to the date and time of the hearing has been made.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. After the Final Fairness Hearing, the Court will decide whether to approve the Settlement, the Allocation Methodology, and the Initial Plan of Allocation. The Court will also rule on the request for attorneys' fees and litigation expenses by Class Counsel and the request for Case Contribution Award for Plaintiff relating to his representation of the Settlement Classes. We do not know how long it will take the Court to make these decisions.

**21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court might have for the Settlement Classes. But you are welcome to come at your own expense. If you timely and properly file and serve an objection (see Answer to Question No. 18 above), you do not have to come to Court to talk about it. As long as you properly file and serve your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Final Fairness Hearing, but attendance is not necessary. However, if you fail to timely and properly file and serve an objection, you will not be entitled to be heard at the Final Fairness Hearing regarding any objections.

**22. May I speak at the hearing?**

If you are a Class Member who has not requested to be excluded from the Settlement Classes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, in addition to all of the requirements for objections set forth in the Answer to Question No. 18 above, you must state in your objection that you intend to appear at the Final Fairness Hearing and that you request permission to speak at the Final Fairness Hearing, and you must provide the following additional information in your objection:

- (a) A list of any witnesses you wish to call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent you desire to offer expert



- testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);
- (b) A list of and copies of any exhibits you may seek to use at the Final Fairness Hearing; and
  - (c) A list of any legal authority you may present at the Final Fairness Hearing.

If you wish to speak at the Final Fairness Hearing the above information must be included in your objection and filed with the Court no later than \_\_\_\_\_, 2022 at 5 p.m. CDT. You cannot speak at the Final Fairness Hearing if you exclude yourself from the Settlement Classes.

### **IF YOU DO NOTHING**

#### **23. What happens if I do nothing at all?**

If you do nothing and you are a Class Member, you will receive payment in connection with the Settlement as explained in response to Question No. 9 above if you are entitled to a distribution pursuant to the Allocation Methodology and Final Plan of Allocation, and you will be bound by the Settlement. Unless you exclude yourself from the Settlement Classes, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration, continue a lawsuit or arbitration, or be part of any other lawsuit or arbitration against any of the Released Parties based on any Released Claims.

### **GETTING MORE INFORMATION**

#### **24. Are there more details about the Settlement?**

This Notice summarizes the Settlement. The complete terms of the Settlement are set out in the Settlement Agreement and the documents referenced therein and attached thereto. You may obtain a copy of the Settlement Agreement, as well as other documents, from the settlement website for free at [www.rheavapache.com](http://www.rheavapache.com) or you may request copies by writing to *Rhea-Apache Corp. Settlement*, c/o JND Legal Administration, Settlement Administrator, PO Box 91231, Seattle, WA 98111. If you elect to obtain copies from a source other than the free website, there may be a charge to you for copying and mailing such documents. The Settlement Agreement also is filed in *Bigie Lee Rhea v. Apache Corporation*, Case No. 14-cv-00433-JH, with the Clerk of the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 74401, and may be obtained from the Clerk's office directly. Further information regarding the Litigation and this Notice may be obtained by contacting Class Counsel at the address provided in the Answer to Question No. 18 above.

#### **25. How do I get more information?**

You can visit the website at [www.rheavapache.com](http://www.rheavapache.com), where you will find answers to common questions about the Settlement plus other information to help you determine whether you are a Class Member and whether you are eligible for payment. You can also call 1-888-304-0165 toll free or write to *Rhea-Apache Corp. Settlement*, c/o JND Legal Administration, Settlement Administrator, PO Box 91231, Seattle, WA 98111.

**INQUIRIES**

All inquiries concerning this notice or any other questions by Class Members should be directed to the Settlement Administrator as follows:

*Rhea-Apache Corp. Settlement*  
c/o JND Legal Administration, Settlement Administrator  
PO Box 91231  
Seattle, WA 98111

Toll Free: 1-888-304-0165  
Website: [www.rheavapache.com](http://www.rheavapache.com)  
Email: [info@rheavapache.com](mailto:info@rheavapache.com)

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

DATED: \_\_\_\_\_, 2022

BY ORDER OF THE COURT

**Bigie Lee Rhea v Apache Corporation****Case No. 6:14-cv-00433-JH****Well List with Fuel Gas Damages**

Apache Property Number	VentureName	API	Wells with fuel gas damages allocated
1960301	A A GREEN TRUST #1-16H	3514921666	Y
1028901	ALLEE #1-4	3512920821	Y
221501	ALLISON #1-35	3503920389	Y
203802	ANDERSON #1-17	3512921171	Y
203808	ANDERSON TRUST #1-17	3512922039	Y
31058904	ANSPAUGH #1-24H	3500921862	Y
1748701	APACHE 20-11-21 #1H	3500921902	Y
1746501	APACHE 21-11-21 #1H	3500921901	Y
1746502	APACHE 21-11-21 2H	3500921920	Y
203503	BARBARA #1-16	3512921477	Y
203510	BARBARA #2-16	3512922439	Y
203511	BARBARA #3-16	3512922999	Y
336401	BEALS #1-35	3512920917	Y
336402	BEALS #2-35	3512921187	Y
336403	BEALS #3-35	3512921406	Y
336405	BEALS #4-35	3512921804	Y
336406	BEALS #5-35	3512921987	Y
336408	BEALS #6-35	3512922620	Y
177006	BECK #1-19	3503921770	Y
782803	BECKNER #6-23	3512923079	Y
1975302	BESSIE 1-17-25 #2H	3512923961	Y
1975301	BESSIE UNIT 1-1H	3512923785	Y
335501	BEULAH #1-2	3512920921	Y
335506	BEULAH #2-2	3512921759	Y
335510	BEULAH #3-2	3512922200	Y
1518801	BEUTLER & SON #1-26	3512923321	Y
1707001	BEUTLER & SON #1-35	3512923307	Y
1519301	BEUTLER & SON #1-36	3512923334	Y
1518802	BEUTLER & SON #2-26	3512923389	Y
1707002	BEUTLER & SON #2-35	3512923357	Y
1518803	BEUTLER & SON #3-26	3512923405	Y
1519302	BEUTLER & SON #3-36	3512923401	Y
2029201	BLACK FOREST 1-20-17XH	3505123885	Y
222002	BLAKEMORE #1-27	3503921344	Y
1029610	BLOW OUT HEIRS #3-33	3512923200	Y
1029608	BLOWOUT HEIRS #2-33	3512923021	Y
203811	BRITTON #1-17	3512923188	Y
864006	BROWN #2-27	3512922918	Y
864003	BROWN-RUPEL #1-27	3512921635	Y
199906	CABS FARMS #2-29	3500921296	Y
156601	CANTRELL #1-16	3501520742	Y
864001	CARREL #1-27	3512920390	Y

864002	CARREL #2-27	3512921295	Y
150201	CIRCLE BAR K #1-24	3505120475	Y
1395102	CLARK #1-29	3500921191	Y
198803	CLARK #3-32	3500921348	Y
198804	CLARK #4-32	3500921452	Y
198806	CLARK #5-32	3500921607	Y
964303	CLO #1-16	3501522379	Y
864004	COBB #1-27	3512921836	Y
1076101	COBB #2-22	3512921272	Y
864005	COBB #2-27	3512922118	Y
867204	COBB #3-22	3512921413	Y
864007	COBB #3-27	3512923216	Y
864008	COBB #4-27	3512923326	Y
1076104	COBB #5-22	3512922051	Y
1076107	COBB #7-22	3512923269	Y
1076108	COBB #8-22	3512923371	Y
822201	COMER #1-36	3503920098	Y
20007403	COOK 13-5-6 1H	3505123820	Y
198503	COOPER #1-21	3500921565	Y
750608	COULSON #1-26	3503922137	Y
20005201	CRUSON #1-13	3503920933	Y
750604	CUSTER #6-26	3503921752	Y
750605	CUSTER #7-26	3503922043	Y
750606	CUSTER #8-26	3503922096	Y
177010	D & M #1-19	3503922180	Y
177013	D & M #3-19	3503922327	Y
177012	D & M #4-19	3503922293	Y
177011	D&M #2-19	3503922222	Y
201101	DEAL #1-14	3512920484	Y
197002	DEAL #1-30	3503922202	Y
1546902	DEAL #1-8H	3500921835	Y
197003	DEAL #2-30	3503922240	Y
1475605	DEAL 5-11-21 #1H	3500921921	Y
215601	DUNN #1-22	3503920365	Y
215603	DUNN #2-22	3503921913	Y
1548803	DUPREE #3-9H	3500921872	Y
2018002	EARLENE 23-12-23 #1H	3512923967	Y
1546103	EDLER #1-5H	3514921516	Y
175003	EDLER #3-20H	3514921511	Y
215901	ELLIOTT #1-16	3503920512	Y
177003	ELLIOTT #1-19	3503921356	Y
1029405	ELLIOTT #1-3	3512922867	Y
215902	ELLIOTT #2-16	3503921304	Y
1412602	ELLIOTT #4-34	3503922291	Y
203303	ELLIS #1-15	3512921206	Y
1470601	ELLIS #1-31	3501522699	Y
566401	ERNEST #1-1	3512920981	Y
566408	ERNEST #2-1	3512921809	Y

566409	ERNEST #3-1	3512921947	Y
210202	FARRIS #1-36H	3500921910	Y
204704	FLICK #1-25	3512921721	Y
204715	FLICK #3-25	3512923175	Y
204718	FLICK #4-25	3512923373	Y
31044501	FRIESEN #1-28	3503921368	Y
1547201	GARRISON #1-36H	3500921778	Y
1748702	GIFFORD20-11-21 2H	3500921972	N
221404	GREEN #1-1	3514920657	Y
221405	GREEN #2-1	3514920670	Y
221408	GREEN #4-1 /A/	3514920963	Y
1547802	GREGORY #2-10H	3500921813	Y
1550902	GREGORY #2-16H	3500921851	Y
1546104	GREGORY PROPERTIES #1-5H	3514921568	Y
200001	GRETHEN-JOHNSON #1-23	3500920371	Y
977802	GUNTER #1-2	3514920652	Y
508403	GUTHRIE #2-3	3514921029	Y
698812	GUTHRIE #2-34	3514921019	Y
698813	GUTHRIE #3-34	3514921172	Y
698814	GUTHRIE #4-34H	3514921555	Y
1547101	HAGER #1-16H	3514921507	Y
749304	HAGGARD #1-27	3503922091	Y
1474010	HARDEN #10-29	3512923336	Y
175407	HARDEN #2-32	3512923145	Y
175411	HARDEN #3-32	3512923233	Y
1474004	HARDEN #6-29	3512923070	Y
1474005	HARDEN #7-29	3512923162	Y
1474008	HARDEN #8-29	3512923277	Y
1474009	HARDEN #9-29	3512923305	Y
198802	HARRIS #1-32	3500921312	Y
198805	HARRIS #2-32	3500921524	Y
199212	HARRIS #7-30	3500921757	Y
204711	HINES #1-25	3512922841	Y
204717	HINES #2-25	3512923346	Y
481502	HOFFMAN #1-35	3514920802	Y
481506	HOFFMAN #2-35	3514920962	Y
1175503	HOSTETTER #1-23H	3514921449	Y
336404	HYMAN #1-35	3512921648	Y
556003	HYMAN #3-36	3512921537	Y
784005	JACOBS #1-14	3512921917	Y
2018000	JAMIE GWYN 23-12-23 #1H	3512921239	Y
1746802	JIM 24-12-23 #1H	3512923943	Y
215602	JOHNSON #1-22	3503921328	Y
210201	JONES, PAUL #1-36	3500920482	Y
2023601	JOYCE TRUST 10-12-20 1H	3503922443	N
222005	JUANITA #5-27	3503922312	Y
31291101	JULIA #2-3	3512922683	Y
31291102	JULIA #3-3	3512923117	Y

1022801	KELL #1-1	3505120531	Y
177002	KENNER #2-19	3503921337	Y
177005	KENNER #3-19	3503921688	Y
177007	KENNER #4-19	3503921791	Y
177009	KENNER HALL #1-19 ST	3503920823	Y
1080201	KEPHART #1-17	3503921275	Y
176902	KEPHART #1-18	3503921345	Y
812001	KILHOFFER #1-33	3503920877	Y
1475603	KINCAID #1-5RH	3500921380	Y
31044202	KLEIN #1-36	3503920612	Y
1549801	KLEIN #2-25	3503922368	Y
31044602	KLEIN #2-36	3503921440	Y
1029501	LAURENCE #1-5	3512921022	Y
203306	LEAH #1-15	3512921668	Y
203307	LEAH #2-15	3512921803	Y
203308	LEAH #3-15	3512921952	Y
203309	LEAH #4-15	3512922425	Y
203310	LEAH #5-15	3512922438	Y
336409	LEDDY #2-35	3512923196	Y
335907	LEDDY #4-34	3512922720	Y
335909	LEDDY #6-34	3512923091	Y
1080202	LIBBY-HOOVER #1-17	3503921364	Y
30146002	LINDLEY #4-30	3501522694	Y
1474003	LOVELACE #5-29	3512922987	Y
1474006	LOVELACE #6-29	3512923187	Y
1474007	LOVELACE #7-29	3512923247	Y
335504	LOVETT #1-2	3512921386	Y
335507	LOVETT #2-2	3512921893	Y
566410	LOVETT, D R #5-1	3512922227	Y
1067302	LUCAS FRANK #1-16	3512921461	Y
21002101	M O STEVENS 1-7	3501523107	Y
1928101	MADOLE #1-18H	3500921836	Y
1475602	MADOLE #1-5	3500921669	Y
1548101	MADOLE #1-7H	3500921787	Y
508406	MARIK #5-3	3514921156	Y
1019301	MAST #1-21	3503920291	Y
1945701	MCABEE #1-19H	3500921859	Y
142501	MCCOMAS #1-33	3505120360	Y
222001	MCCONNELL NELLIE #1-27	3503920626	Y
222004	MCCONNELL NELLIE #4-27	3503922149	Y
1548901	MCREE #1-32H	3503922374	Y
1546102	MCREE #1-5H	3514921490	Y
882704	MEACHAM #1-22	3503922042	Y
882705	MEACHAM #2-22	3503922055	Y
882706	MEACHAM #3-22	3503922088	Y
221604	MECHEK #2-3	3514920720	Y
481504	MEDDERS #1-35 /A/	3514920908	Y
481508	MEDDERS #2-35	3514921022	Y

221406	MEDDERS #4-1	3514920701	Y
1492701	MELBA #4-10	3512922977	Y
748101	MEREDITH #1-22	3503920149	Y
864701	MERRICK #1-23 (APACHE)	3512920902	Y
864702	MERRICK #2-23	3512921280	Y
864805	MERRICK /B/ #1-14 ST	3512920610	Y
744001	MILDRED #1-8	3503920693	Y
745901	MILDRED #2-8	3503921113	Y
744003	MILDRED #3-8; PRUE/SKINNER	3503921424	Y
744004	MILDRED #5-8	3503921915	Y
1548801	MOLLETT #1-9H	3500921794	Y
2036201	MONTY 1-12-1XH	3505123948	Y
864802	MOONEY #1-14	3512921607	Y
865202	MOONEY #1-26	3512921513	Y
865502	MOONEY #1-35	3512921620	Y
867602	MOONEY #2-26	3512921608	Y
865503	MOONEY #2-35	3512922175	Y
864707	MOONEY #3-23	3512922066	Y
865203	MOONEY #3-26	3512921728	Y
865504	MOONEY #3-35	3512922696	Y
864705	MOONEY #4-23	3512922268	Y
865204	MOONEY #4-26	3512921819	Y
865505	MOONEY #4-35	3512922806	Y
865205	MOONEY #5-26	3512922130	Y
865206	MOONEY #6-26	3512923224	Y
865507	MOONEY #6-35	3512923045	Y
865508	MOONEY #7-35	3512923158	Y
320001	MOSBURG, OSCAR #1-27	3503920305	Y
319401	MOSBURG, OSCAR #1-28	3503920241	Y
1547202	MUNCRIEF TRUST #1-36H	3500921886	Y
1972102	MUNCRIEF TRUST 1-11-21 #1H	3500921911	Y
865501	NANNETTE #1-35	3512920482	Y
784001	NAOMI #1-14	3512920854	Y
784002	NAOMI #2-14	3512921483	Y
784003	NAOMI #3-14	3512921569	Y
199905	NESSER #3-29	3500921263	Y
199907	NESSER #4-29	3500921428	Y
1029601	NOBLITT #1-33	3512920810	Y
197001	OAKS #1-30	3503920926	Y
1001301	OPITZ #1-14	3501521495	Y
566001	OTTINGER #1-36	3501521285	Y
750607	PARKHURST #1-26	3503922119	Y
1475604	PARTAIN #1-5H	3500921848	Y
215701	PECK #1-21	3503920364	Y
215703	PECK #3-21	3503922195	Y
210303	PERRYMAN #3-25	3500921158	Y
210304	PERRYMAN #4-25	3500921196	Y
1380305	PERRYMAN #6-23	3500921731	Y

210307	PERRYMAN #7-25	3500921486	Y
210308	PERRYMAN #8-25	3500921583	Y
210309	PERRYMAN #9-25	3500921663	Y
698804	PETERSON #1-34	3514920839	Y
698805	PETERSON #2-34	3514920855	Y
215803	PHILLIPS #4-9	3503922100	Y
2023101	PHILLIPS 5-4-6 #1H	3505123832	Y
198502	PIERCY #1-21	3500921554	Y
212702	POTTER 2-11-22 1H	3500921938	Y
2017901	POTTER 6-11-21 #1H	3500921927	Y
176903	PRESTON #1-18	3503921367	Y
1029701	RANCH #1-8	3512920888	Y
2029801	REBECCA 26-13-25 1H	3512924002	Y
140102	RED #1-11	3501523153	Y
1028904	RED BIRD HEIRS #1-4	3512922280	Y
822402	REININGER #1-18	3501122543	Y
221503	RENNELS #1-35	3503921866	Y
1395101	RICHARDSON #1-29	3500921147	Y
1546901	RICHARDSON #1-8H	3500921779	Y
555707	ROUNDS 6-33H	3512923868	Y
555705	ROUNDS TRUST #1-33	3512922892	Y
481501	ROWLAN #1-35	3514920446	Y
1552102	ROZA #1-17H	3500921846	Y
867503	RUBY #1-25	3512921651	Y
1412603	RYAN ELLIOTT 34-12-20 5H	3503922444	Y
175201	SANDERS #1-17	3503920564	Y
1497402	SASSEEN #1-23H	3514921475	Y
1318707	SASSEEN #1-27	3514920922	Y
823401	SCHIDLER #1-13	3503920104	Y
1318904	SCOTT LLOYD /A/ #4-1	3503921672	Y
2021601	SHAW 13-15-26 1H	3512923963	Y
481509	SHELTON #1-35	3514921098	Y
1528603	SHELTON #3-8H	3514921567	Y
203810	SHERWOOD #1-17	3512922731	Y
207905	SIMMONS #3-30H	3500921873	Y
207605	SIMMONS #4-29H	3500921888	Y
1547601	SIMON #1-3H	3500921782	Y
1547602	SIMON 3-11-21 #2H	3500921918	Y
1550901	SMITH #1-16H	3500921788	Y
203809	SMITH #1-17	3512922445	Y
1552101	SMITH #1-17H	3500921801	Y
1548902	SMITH #1-32H	3503922393	Y
203302	SMITH #2-15	3512920916	Y
1552103	SMITH #2-17H	3500921874	Y
203304	SMITH #3-15	3512921532	Y
203305	SMITH #4-15	3512921563	Y
203504	SMITH JOE #1-16	3512921516	Y
203509	SMITH JOE #2-16	3512922422	Y



1026302	SMITH, DEAN #1-33	3501522073	Y
1406902	SPEARS #2-21H	3514921584	Y
203505	STATE #2-16	3512921645	Y
1030901	STEWART #1-4	3501520970	Y
867201	STEWART-WICKHAM #1-22	3512920605	Y
860906	STICE #7-14	3512922424	Y
508405	STROBEL #1-3	3514921179	Y
508408	STROBEL #3-3H	3514921537	Y
1029502	SWITZER #1-5	3512922461	Y
175409	SWITZER #2-32	3512922960	Y
175406	SWITZER #3-32	3512923064	Y
175408	SWITZER #4-32	3512923149	Y
175410	SWITZER #5-32	3512923215	Y
20006501	TALOGA TOWNSITE #1-13	3504320551	Y
1739802	TAYLOR 19-12-22 #1H	3512923909	Y
1746801	TAYLOR 24-12-23 #1H	3512923919	Y
207906	TAYLOR 30-12-22 #1H	3500921904	Y
1342001	T-BAR RANCH #1-9	3512922029	Y
1342002	T-BAR RANCH #2-9	3512922636	Y
215801	THELMA-PHILLIPS #1-9	3503920438	Y
1739801	THOMAS #1-19H	3500921896	Y
207103	THOMAS 20-12-22 #1H	3500921916	Y
199803	THORNTON #2-19	3500921034	Y
199210	THORNTON #5-30	3500921630	Y
2037401	THURSTON 1-5-6 1H	3505123984	Y
221403	TOELLE #2-1	3514920586	Y
221401	TOLLE #1-1	3514920120	Y
2033601	TRUMAN 28-6-6 1H	3505123935	Y
1022805	TURLEY #2-1	3505123094	Y
335503	USA #2-2	3512921220	Y
1028905	USA #2-4	3512922431	Y
335505	USA #3-2	3512921613	Y
335509	USA #4-2	3512922003	Y
335511	USA #5-2	3512922478	Y
335513	USA #6-2	3512923308	Y
31044604	WALKER #4-36	3503922336	Y
31106901	WALL #1-30	3500921175	Y
481511	WASHITA INV INC #1-35	3514921389	Y
21002801	WAYNE FULLBRIGHT 1-1H	3501523100	Y
1972101	WEBB TRUST #1-1H	3500921879	Y
319501	WEBB, TED #1-29	3503920281	Y
750202	WEIDNER #2-23	3503922095	Y
219001	WELLS #1-8	3503920833	Y
219002	WELLS #2-8	3503921645	Y
566402	WELTY #2-1	3512921211	Y
566405	WELTY #3-1	3512921423	Y
566407	WELTY #4-1	3512921747	Y
566411	WELTY #6-1	3512922249	Y

566413	WELTY #7-1	3512923214	Y
1550903	WHINERY #3-16H	3500921852	Y
1126002	WHITE #1-13	3503921437	Y
204705	WHITE SHIELD HEIRS #1-25	3512921784	Y
204713	WHITESHIELD #4-25	3512923090	Y
204716	WHITESHIELD #5-25	3512923284	Y
867601	WICKHAM #1-26	3512920296	Y
1548802	WILBER #1-9H	3500921829	Y
1548804	WILBER 9-11-21 4H	3500921961	Y
203803	WILLIAMS #2-17	3512921334	Y
203804	WILLIAMS #3-17	3512921512	Y
204703	WILLIAMSON #2-25	3512921652	Y
204712	WILLIAMSON #3-25	3512922906	Y
204714	WILLIAMSON #4-25	3512923118	Y
784211	YOXSIMER #8-15	3512922933	Y
784006	YOXSIMER TRUST #1-14	3512922020	Y
2023801	21 RANCH 1-16	3505123831	Y
1327201	Antelope 2-27 (behind 32230)	3514920490	Y
31056501	BINGELI 1-13	3514920545	Y
2036501	BRANDON 12-5-6 1H	3505123944	Y
1171101	DG WILLIAMS 1-9	3501521190	Y
1171105	DG WILLIAMS 3-9	3501523024	Y
2028701	DUNGAN 1-31-30XH	3505123878	Y
2032301	EARLY 1-32-29XH	3505123899	Y
2029301	FARMS 1-36-25XH	3505123908	Y
2028601	GOOD MARTIN 1-10-3XH	3505123826	Y
2028602	GOOD MARTIN 2-10-3XH	3505123838	Y
2028603	GOOD MARTIN 3-10-3XH	3505123830	Y
2028604	GOOD MARTIN 4-10-3XH	3505123845	Y
2028605	GOOD MARTIN 5-10-3XH	3505123821	Y
2028606	GOOD MARTIN 6-10-3XH	3505123837	Y
2028607	GOOD MARTIN 7-10-3XH	3505123816	Y
2028608	GOOD MARTIN 8-10-3XH	3505123843	Y
21038501	GREEN TRUST #1-17	3514921442	Y
1297304	HAAS 6-36	3501522895	Y
1297305	HAAS 7-36	3501522898	Y
15589803	HAGGARD 5-20	3514920763	Y
1933802	HANNAH ROY TRUST 17-11-20 2H	3514921701	Y
555708	HARPER 33-16-23 1H	3512923867	Y
1267402	HENRY HIGDON 1-1	3503121534	Y
1359902	JAVORSKY 2-36H	3514921657	Y
1283101	KAISER 2-16	3503921413	Y
335906	LEDDY 3-34 (B'hind 61124)	3512922557	Y
2024101	LINTON 1-5H	3505123817	Y
2019601	LOREN BROWN 1-26XH	3505123760	Y
209801	MERRICK 1-22	3500920367	Y
1171103	NAOMI KING # 1-9	3501522869	Y
20006910	PARKS 1-14X23H CRP	3505123846	Y

210306	PERRYMAN 6-25	3500921443	Y
212704	POTTER 3-11-22 1H	3500921941	Y
2029901	SCOUT 1-20H	3505123859	Y
1957601	SHARON 3-36H	3514921660	Y
1171104	VERN KING 1-9	3501522909	Y
1171102	WILLIAMS 2-9	3501522830	Y
1171106	WILLIAMS 4-9	3501523066	Y
21040101	WYOMA 2-24H	3514921471	Y
822501	4D CATTLE 1-24	3503920156	Y
1029606	A CROSS RANCH 2-33	3512922524	Y
1029609	A CROSS RANCH 3-33	3512923116	Y
1029603	A. CROSS RANCH 1-33	3512921811	Y
31054406	ALBERT FEARN 1-10	3504522218	Y
1135703	ALLEN 2-11	3512922126	Y
20005301	ANNA #1-14	3503921122	Y
1096403	APACHE CDP #2	3513724855	Y
1104402	APACHE CDP#1	3513724761	Y
742501	ARNETT #1-17	3503920592	Y
223302	ASKEW 1-30	3514920482	Y
492806	BALDWIN 1-26	3514921034	Y
1143708	BARBISHIGHT FEDERAL 7-12	3512923016	Y
743002	BARNARD 2-7	3503921419	Y
1528901	BARNARD 3-7H	3503922355	Y
1526501	BEUTLER & SON 1-25	3512923349	Y
202801	BLACKKETTER 1-10	3512920565	Y
335901	BLACKKETTER 1-34 (BEHIND 61124)	3512920864	Y
202806	BLACKKETTER 2-10	3512921910	Y
335902	BLACKKETTER 2-34 (BEHIND 61124)	3512921139	Y
335903	BLACKKETTER 3-34 (BEHIND 61124)	3512921410	Y
1029605	BLOWOUT HEIRS 1-33	3512922464	Y
1029401	BONNIE #1	3512920914	Y
1029403	BONNIE 3-3	3512922245	Y
1368202	BP 4-29	3514920845	Y
31079401	BROWN RUPEL 1-34	3512921320	Y
977806	BROWNING 1-2	3514920878	Y
492808	BROWNING 1-26	3514921236	Y
822302	C. POLE 2-30	3501122278	Y
822104	CALDWELL 1-25	3503922104	Y
1497401	CALVERT 1-23	3514921231	Y
1031702	CARL 1-28	3501123125	Y
1177101	CHAS CANON #14-1	3501522257	Y
31098202	CHEROKEE STATE 2-33	3515322296	Y
144101	CHILES 1	3505120400	Y
1150603	CLIFT 1-3	3503921516	Y
492807	CLYTA 1-26	3514921102	Y
1076102	COBB 4-22	3512921812	Y
1076106	COBB 6-22	3512922106	Y
743401	COULSON 1-28	3503920235	Y

150904	COWBOY B-1	3505120653	Y
151905	CRIST 1-28	3505121698	Y
143403	CUNNINGHAM #2-30	3505122239	Y
750603	CUSTER #5-26	3503921541	Y
745801	CUSTER 2-26	3503921125	Y
750601	CUSTER 3-26	3503921210	Y
750602	CUSTER 4-26	3503921369	Y
822401	D. WHITE 1-18	3501120647	Y
197004	DEAL 3-30	3503922266	Y
1402402	DEFENDER 2-24	3513725572	Y
1029402	DRINNON #2-3	3512921463	Y
1028903	DRINNON 1-4	3512921678	Y
1029503	DRINNON 1-5	3512922540	Y
1029404	DRINNON 4-3	3512922272	Y
175001	EDLER 1 (BEHIND 61169)	3514920403	Y
1371001	EDNA 3-34	3514920841	Y
860701	EDWARDS "E" 1-14	3512921189	Y
1331501	EDWARDS 1-19	3501522390	Y
1190001	EHRNSTEIN 1-22	3505122448	Y
1115106	ELDON 5-35	3514920862	Y
215907	ELLIOTT #7-16	3503922187	Y
215906	ELLIOTT 4-16	3503921780	Y
221607	ELLIOTT 9-3	3514921079	Y
12146201	ENGLISH 1	3504320193	Y
203207	EVELYN #2-9	3512921778	Y
762903	FLICK TRUST 1-3	3503921934	Y
1292703	FOY 1-6	3501523097	Y
203502	FRANK WILLIAMS 1-16	3512921200	Y
1026301	GARRETT #1	3501520987	Y
1188201	GATES 1-33	3512920574	Y
1188202	GATES 2-33	3512921315	Y
813707	GRAHAM 5-30	3503921916	Y
1472801	GREEN 3-2	3514921051	Y
1472804	GREEN 5-2	3514921081	Y
1547801	GREGORY 1-10H	3500921786	Y
749305	GRETТА 1-27	3503922109	Y
780801	GROENDYKE 1	3501120728	Y
1185801	GROSECLOSE #1-19	3501521405	Y
977804	GUNTER 5-2	3514920804	Y
221502	GUNTHER 2-35	3503921727	Y
508402	GUTHRIE 1-3	3514920952	Y
698806	GUTHRIE 1-34	3514920900	Y
1327203	HALE 1-27	3514920814	Y
1474001	HARDEN 3-29	3512922555	Y
1474002	HARDEN 4-29	3512922766	Y
867506	HAROLD 7-25	3512922095	Y
15290601	HARRELL 1-2	3514920098	Y
1017602	HEAVIN #1-31	3505122503	Y

663501	HEDGECOCK 2-12	3501521793	Y
742801	HERIFORD #1	3503920496	Y
882901	HERIFORD #1-17	3503921084	Y
742802	HERIFORD #18-4	3503921427	Y
742504	HERIFORD #2-17A	3503921522	Y
745001	HERIFORD #3-18	3503921208	Y
742804	HERIFORD #6-18	3503921496	Y
742805	HERIFORD #7-18	3503921561	Y
742803	HERIFORD 5-18	3503921457	Y
481510	HINDS 1-35	3514921162	Y
864709	HK MOONEY #6-23	3512923360	Y
698803	HOFFMAN 1-34 (BEHIND 61290)	3514920778	Y
866501	HOGAN #17-3	3503921037	Y
1017502	HORN 1-20	3505123175	Y
1096406	HOUSE 1-22	3513724908	Y
1529401	HULS 4-24H	3514921470	Y
31092601	HUTCHISON 1-B	3504521332	Y
556001	HYMAN 1-36	3512920972	Y
556002	HYMAN 2-36	3512921190	Y
144001	INGRAM 1-35	3505120382	Y
150507	IVIE #1-23	3505122428	Y
31061901	JANET 1-13	3512921521	Y
1398801	JENKINS 1-31	3503921823	Y
1292701	JENNINGS #1-6	3501521085	Y
1922601	JLM TRUST 7-11-20 1H	3514921589	Y
150701	JOHNSON #A-1	3505120523	Y
1283001	KAISER 1-16	3503920453	Y
150305	KELL 1-36 (BEHIND 10236)	3505122059	Y
743701	KENNEY #2-15	3503921150	Y
745703	KENNY #15-5	3503921429	Y
745701	KENNY #3	3503921166	Y
215605	KEPHART 4-22	3503922313	Y
175304	KEPHART 5-20	3503921836	Y
175307	KEPHART 7-20	3503922208	Y
812002	KILHOFFER #2-33	3503921446	Y
698809	KILHOFFER 1-34	3514920974	Y
812003	KILHOFFER 3-33	3503921512	Y
812004	KILHOFFER 4-33	3503921769	Y
1017801	KODASEET #1-30	3505121094	Y
1017405	KOEHN "B" #5-21	3505123296	Y
1017401	KOEHN "B" #2-21	3505121229	Y
1017403	KOEHN B #3-21	3505122429	Y
1380201	KUHN 1-19	3513725463	Y
749302	LACY #1-27	3503921540	Y
749303	LACY 2-27	3503921573	Y
1017601	LAMAR "A" #1-31	3505121113	Y
1017501	LAMAR #1-20	3505121088	Y
335904	LEDDY 1-34	3512921830	Y

336407	LEDDY 1-35	3512922176	Y
335905	LEDDY 2-34 (BEHIND 61124)	3512922004	Y
555703	LEDDY RANCH 1-33	3512921932	Y
555704	LEDDY RANCH 2-33	3512922035	Y
319403	LEE 1-28	3503921722	Y
186301	LEVERTON 1-13 (BEHIND 61224)	3514920420	Y
1080204	LIBBY 4-17	3503921660	Y
1368201	LINN 3-29	3514920820	Y
1494801	LOVETT 2-29	3512923001	Y
31094801	LYNN 1-5	3503921390	Y
698811	MARIK 1-34	3514921015	Y
508404	MARIK 4-3	3514921096	Y
1472802	MATTIE SULLIVAN 2-2	3514921057	Y
1318704	MCADAMS 1-27	3514920854	Y
1073002	MCCLELLAN 1-11	3512921792	Y
150604	MCCLURE #3-26 DP	3505121951	Y
150603	MCCLURE 2-26	3505121794	Y
1548601	MCCONNELL #1-6H	3514921543	Y
1369701	MEACHAM 1-25	3503921775	Y
882707	MEACHAM 4-22	3503922094	Y
221602	MECHEK 1-3	3514920588	Y
977803	MECHEK 4-2	3514920771	Y
823102	MELBA #1-36	3503921684	Y
882701	MEREDITH 2-22	3503921110	Y
882702	MEREDITH 3-22	3503921329	Y
865201	MERRICK 1-26	3512921146	Y
1378301	MERRICK 3-23	3512922169	Y
1318708	MINARD 1-27	3514921167	Y
864704	MOONEY 2-23	3512922010	Y
864804	MOONEY 3-14	3512921861	Y
864708	MOONEY 5-23	3512923100	Y
1199701	MOORE 1-2	3512921876	Y
1318705	MORGAN 1-27	3514920874	Y
496801	MORGAN 1-34 (BEHIND 61290)	3514920451	Y
698810	MORGAN 2-34	3514921009	Y
1284601	MURPHY 1-18	3503920380	Y
185802	MURPHY 2-18	3503921278	Y
490703	MURRAY 2-19	3514920775	Y
977801	MUSIC 1-2	3514920491	Y
1046003	OSU 1-36 (BEHIND 10236)	3505122076	Y
203106	PAGE #6-13	3512921713	Y
203102	PAGE 2-13	3512921174	Y
1126001	PAULINE 2-13	3503921377	Y
822801	PAYNE 1	3501120669	Y
823101	PAYNE 1-36	3503921111	Y
775501	PENDLEY 1-4	3505120642	Y
202803	PETERSON #3-10	3512921765	Y
202804	PETERSON #4-10	3512921790	Y

203401	PETERSON 1-10	3512920783	Y
202802	PETERSON 2-10	3512921145	Y
203702	PETERSON 2-11	3512921120	Y
698808	PETERSON 3-34	3514920949	Y
215802	PHILLIPS 3-9	3503921992	Y
30150601	PURYEAR 1-19	3500920366	Y
782801	R.J. BECKNER 2-23	3512921150	Y
1029704	RANCH 4-8	3512921888	Y
1428401	REAGAN 1-33	3512922309	Y
1144401	REYNOLDS 1-20	3512921616	Y
1409601	ROSSER 1-19	3513725546	Y
481505	ROWLAN 2-35	3514920946	Y
175401	RUTHER #1-32	3512920948	Y
1029607	SAGE WOMAN HEIRS # 2-33	3512922768	Y
1029602	SAGE WOMEN HEIRS	3512921522	Y
175202	SANDERS 2-17	3503921867	Y
749301	SCHREINER 1-27	3503920321	Y
752401	SCHREINER 2-27	3503921175	Y
202805	SHOCKEY 1-10	3512921837	Y
202809	SHOCKEY 2-10	3512923291	Y
1327202	SIMPSON 1-27	3514920785	Y
1030801	SMITH #1 (COTTON)	3501521006	Y
476303	SMITH 1-13	3514920779	Y
203301	SMITH 1-15	3512920654	Y
202807	SMITH 8-10	3512922170	Y
1371201	SNIDER 2-36	3503921777	Y
1371203	SNIDER 3-36	3503921815	Y
225503	STAFFORD 3-18	3514920734	Y
20009501	STATE 1-30	3505120708	Y
203507	STATE 3-16	3512922049	Y
203508	STATE 4-16	3512922190	Y
860907	STICE 8-14	3512922437	Y
175404	SWITZER 1-32	3512922767	Y
150303	TAYLOR 1-36 (BEHIND 10236)	3505122029	Y
150505	THOMAS #1-23	3505122058	Y
150501	THOMAS SMITH #1	3505120500	Y
1115104	THOMPSON 4-35	3514920818	Y
203002	TROY SHOCKEY 2-11	3512921356	Y
223803	TURKEY CREEK 1-19	3514921033	Y
1022803	TURLEY #1-1	3505122470	Y
867206	USA 1-22	3512921948	Y
1028902	USA 1-4	3512921611	Y
1028906	USA 4-4	3512923123	Y
750001	VERA 1-21 DP(BEHIND 61558)	3503920350	Y
754601	WADE 1-17 (BEHIND 61558)	3503921077	Y
31044603	WALKER 3-36	3503922300	Y
31056502	WALTERS 1-13	3514921050	Y
20003301	WARD 1-35	3501722978	Y

1115108	WEST 7-35	3514921422	Y
762904	WHITE #1-3	3503922233	Y
204706	WHITESHIELD 2-25	3512921976	Y
203807	WILLIAMS #5-17	3512921801	Y
203801	WILLIAMS 1-17	3512920929	Y
203506	WILLIAMS 2-16	3512921744	Y
203805	WILLIAMS 4-17	3512921686	Y
204701	WILLIAMSON 1-25	3512920670	Y
225303	WOODS 4-18	3514920593	Y
508401	YECK 1-3 (BEHIND 61290)	3514920483	Y
784201	YOXSIMER 1-15	3512920757	Y
784202	YOXSIMER 3-15	3512921597	Y
784204	YOXSIMER 5-15	3512921964	Y
1017802	ZEISET #1-30	3505122364	Y
1016702	ZIESET 2-19	3505122461	Y
150203	CIRCLE BAR K #2-24	3505122055	Y
1125401	DALEY #1-15	3513724870	Y
1125402	DALEY #2-15	3513725128	Y
1096402	GRAY #1-22	3513724816	Y
1096408	GRAY #2-22 LWR	3513725101	Y
1096409	GRAY #2-22 UPR	3513725101	Y
1297302	HAAS #3-36	3501522743	Y
1297303	HAAS #4-36	3501522757	Y
1126501	HUNTER #1-20	3513724894	Y
150703	JACKSON #1-25	3505122073	Y
175301	KEPHART #1-20	3503920589	Y
175302	KEPHART #2-20	3503921290	Y
150601	MCCLURE #1-26	3505120526	Y
1104403	MERCER #1-16	3513724801	Y
1104408	MERCER #2-16	3513724909	Y
199904	NESSER #2-29	3500920946	Y
1046002	OSU #2-35	3505122039	Y
1340801	PHILLIPS #1-27	3501522410	Y
476301	PHILLIPS #2-13	3514920448	Y
1079601	RAY #1-21	3513724537	Y
1079602	RAY #2-21	3513724715	Y
1472803	ROGERS #4-2	3514921073	Y
1354501	SARA #1-1	3501522444	Y
1362101	SEARS #1-29	3501522485	Y
150301	SHOCKEY #1-36	3505120488	Y
1079603	SMILEY #1-21; RAY SAND	3513724748	Y
813701	SMITH, H H #1-30	3503920528	Y
1016701	ZEISET #1-19	3505120860	Y
556501	CAMP #1-6	3512921100	Y
762901	CLIFT #1-3	3503921516	Y
1022802	KELL #2-1	3505122112	Y
1362601	HICKLIN #1-28	3514920418	Y
1380304	PERRYMAN #5-23	3500921573	Y



1491601	BARNETT #1-8	3501123158	Y
2016401	BRAND #1-30XH	3505123753	Y
20018601	SCALES #1-17	3514920469	Y
21006901	THOMAS 3-14	3505123505	Y
21030401	ROBINSON 1-7H	3513710212	N
203208	SWITZER, BUD #4-9	3512922099	Y