

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

CHIEFTAIN ROYALTY COMPANY,)	
)	
Plaintiff,)	
)	
v.)	Case No. CIV-18-1225-J
)	
SM ENERGY COMPANY (including)	
predecessors, successors and affiliates),)	
)	
Defendant.)	

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

This is a class action lawsuit brought by Plaintiff, Chieftain Royalty Company, on behalf of itself and all others similarly situated (Plaintiff), against Defendant SM Energy Company (Defendant). On January 8, 2021, Plaintiff and Defendant executed a Stipulation and Agreement of Settlement (the Settlement Agreement or Settlement) and Supplemental Agreements finalizing the terms of the Parties' Settlement.¹

On January 13, 2021, the Court preliminarily approved the Settlement and issued an 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 (the Preliminary Approval Order). [Doc. No. 97]. In the Preliminary Approval Order, the Court, *inter alia*:

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

a. certified the Settlement Class for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied, for settlement purposes only, with respect to the proposed Settlement Class;

b. appointed Plaintiff, Chieftain Royalty Company, as Settlement Class Representative and Plaintiff's Counsel, Nix Patterson, LLP and Barnes & Lewis, LLP, as Settlement Class Counsel;

c. preliminarily found: (i) the proposed Settlement resulted from extensive arm's-length negotiations; (ii) the proposed Settlement was agreed to only after Settlement Class Counsel had conducted legal research and discovery regarding the strengths and weaknesses of Settlement Class Representative's and the Settlement Class' claims; (iii) Settlement Class Representative and Settlement 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;

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

e. preliminarily approved the form and manner of the proposed Short Form Notice, Long Form Notice, and Summary Notice to be communicated to the Settlement Class, finding specifically that such Short Form Notice, Long Form Notice, and Summary 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 Settlement Class Members to where they may obtain more detailed information about the Settlement;

f. provided for the appointment of a Settlement Administrator;

g. instructed the Settlement Administrator to disseminate the approved Short Form 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;

h. set the date and time for the Final Fairness Hearing as April 27, 2021 at 10:00 A.M. in the United States District Court for the Western District of Oklahoma; and

i. set out the procedures and deadlines by which Settlement 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 Short Form 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 April 27, 2021, 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 Settlement

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) met 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;²

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 to Class Representative are fair and reasonable and should be approved;³ and

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

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

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

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

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 herein.

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 Settlement Class Members.

3. The Settlement Class, which was certified in the Court's Preliminary Approval Order, is defined as:

All non-excluded persons or entities who are or were royalty owners in Defendant's 126 Coal County Gathering System wells ("the Class Wells") where Defendant is or was the operator. The Class Claims relate only to payment for gas and its constituents (residue gas, natural gas liquids, and drip gas) produced from the wells for production months October 1, 2001 through May 31, 2015. The Settlement Class does not include overriding royalty owners or other owners who derive their interest through the oil and gas lessee.

The persons or entities excluded from the Class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) Commissioners of the Land Office of the State of Oklahoma (CLO); (3) publicly traded oil and gas exploration companies and their affiliates; (4) persons or entities (and their affiliates) who are the Oklahoma Corporation Commission (OCC) designated operator of more than fifty (50) Oklahoma wells in the month when this Settlement Class definition was originally filed; (5) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; and (6) officers of the court.

The Court finds that the above-defined Settlement Class has been properly certified for the purposes of this Settlement.

4. As used in this Judgment, the following terms shall have the following meanings:
- a. **"Released Claims"** include all claims associated with the marketing of, and the calculation, reporting and payment of royalty on, gas and its constituents (including, but not limited to, residue gas, natural gas liquids, and drip gas) from October 1, 2001, through May 31, 2015, with respect to the Class Wells, and include, without limitation, all claims that a Class member could make with regard to the following allegations: (1) that the Released Parties

underpaid royalty as a result of direct or indirect deductions from (or factoring costs into) royalty associated with marketing, gathering, transporting, compressing, dehydrating, treating, blending, processing, including plant and compressor fuel, and similar services with respect to gas and its constituents produced from the Class Wells; (2) that the Released Parties underpaid royalty on gas and gas constituents produced from the Class Wells by not paying royalty on gas used in operations, gas used for gas plants, and gas used in the manufacture of products (“fuel gas”); (3) that the Released Parties failed to pay or underpaid royalty on drip gas, condensate, or other substances separated from the gas stream in the gathering system, gas plant, or other facilities with respect to gas and gas constituents produced from the Class Wells; (4) that the Released Parties underpaid royalty by not paying royalty on the full value (before deduction of any costs) of residue gas, natural gas liquids, or other products that were part of the gas stream produced from the Class Wells; (5) that the Released Parties misled Class members in monthly royalty payments as to, among other things, the amount and nature of deductions from royalty on gas and gas constituents produced from the Class Wells; (6) that the Released Parties violated their alleged fiduciary or quasi-fiduciary duties to the Class members; (7) that the Released Parties failed to provide on the monthly check stubs and/or check detail all the information required by the Oklahoma Production Revenue Standards Act (“PRSA”); (8) that the Released Parties failed to make diligent efforts to secure the best terms available for the sale of gas and its constituents; (9) that the Released Parties failed to account to Class members for the full value of the production, including all deductions and reductions from the value of production; (10) that affiliate or alleged self-dealing transactions of the Released Parties violated the rights of the Class members; (11) that the Released Parties deducted from royalties owed to Class members a “profit fee” or similar fee; (12) that the Released Parties double-charged all Class members a fuel gas fee and a gathering fee; (13) that the Released Parties failed to pay interest upon any unpaid or underpaid royalty payments from which deductions or reductions were allegedly made, pursuant to the terms of the PRSA, or any other statute, law, rule, regulation, agreement, or obligation; (14) that as a result of the Released Parties’ actions with respect to the Class Wells, the Released Parties are liable to Class members for breach of contract, tortious breach of contract, breach of fiduciary or quasi-fiduciary duty, actual fraud, constructive fraud, conversion, conspiracy, unjust enrichment/disgorgement, accounting, punitive damages, statutory interest and penalties under the PRSA or otherwise, and fees (attorney fees, expert fees, and other litigation costs) under the PRSA or otherwise; and (15) all allegations regarding all other legal theories (whether sounding in tort, contract, or otherwise) and equitable theories that, based upon the facts alleged in the Litigation and/or discovered or capable of discovery during the course of the Litigation, could have been asserted against the Released Parties as to the Class Wells and as to the period of time from October 1,

2001, through May 31, 2015. Released claims do not include claims related to alleged failure to pay interest on proceeds payments made outside the time periods set forth in the PRSA, including claims which Plaintiff acknowledges were previously resolved in a separate settlement agreement entered into by the plaintiff and defendants, and approved in a Judgment entered by the court, in *DASA Investments, Inc. v. EnerVest Operating, LLC, et al.*, Case No. 6:18-CV-083-SPS, in the United States District Court for the Eastern District of Oklahoma.

- b. **“Released Parties”** means SM Energy Company, and each of its current and prior affiliates (including, without limitation, Four Winds Marketing, LLC), 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 SM Energy and the Companies.
- c. **“Releasing Parties”** means Plaintiff and all Settlement Class Members who did not timely and properly opt-out or submit a request for exclusion from the Settlement, and who are not otherwise excluded from the Settlement Class by order of the Court.
- d. **“Claim Period”** means production months October 1, 2001 through May 31, 2015.

5. At the Final Fairness Hearing on April 27, 2021, 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 Settlement Class Representative and Defendant and their respective counsel, but also the concerns of any objectors and the interests of all absent Settlement 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 Short Form Notice, Long Form Notice, and Summary 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 Short Form Notice mailed to the Settlement Class, the Long Form Notice published on the website, and the Summary Notice published pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted notice reasonably calculated, under the circumstances, to apprise Settlement 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 Short Notice, Long Form Notice, and Summary Notice used by the Parties. The Court further finds that all Settlement 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 and specifically incorporates herein its determinations and findings in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Litigation as a settlement 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 Settlement 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 Settlement Class Representative are typical of the claims of the Settlement Class; the Settlement Class Representative and Plaintiff's Counsel have fairly and adequately represented and protected the interests of the Settlement Class Members; and, after considering the interests of the Settlement

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 settlement 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 free of collusion. The Settlement fairly reflects the complexity of the Released 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 and the Settlement Administrator are hereby authorized and directed to comply with and to cause the consummation of the Settlement in accordance with the Settlement Agreement and Supplemental Agreements, 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, Settlement Class Representative, and Plaintiff's Counsel.

9. The Court finds that on January 27, 2021, Defendant caused notice of the Settlement to be served on the appropriate state official for each state in which a Settlement 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 Settlement 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 Settlement Class Members who reside in each state and the estimated proportionate share of each such Settlement 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 Settlement Class Members residing in each state and the estimated proportionate share of the claims of such Settlement Class Members to the 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 Settlement 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 Litigation, the Complaint and all subsequent amendments thereto, 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 agreed 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, the Court finds that Plaintiff has agreed not to file a claim against Defendant or Defendant's Counsel based upon an assertion that the Litigation was defended by Defendant or Defendant's Counsel in bad faith or without a reasonable basis. 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, 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.

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

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

13. This Judgment, the Settlement, the Supplemental Agreements, 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 admissible in any action or proceeding for any reason, other than an action to enforce the terms of this Judgment, the Supplemental Agreements, or the Settlement (including, but not limited to defending or bringing an action based on the release provided for herein). The Judgment, the Settlement, the Supplemental Agreements, 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.

14. As separately set forth in detail in the Court's Plan of Allocation Orders, 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 Settlement Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with the Plan of Allocation Orders entered by the Court.

15. The Court finds that Settlement Class Representative, Plaintiff's Counsel, Defendant, and Defendant's 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 Settlement Class Representative and Plaintiff's Counsel adequately represented the Settlement Class in entering into and implementing the Settlement.

16. Neither Defendant nor Defendant's Counsel has any liability or responsibility to Plaintiff, Plaintiff's Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Settlement Class Member shall have any claim against Plaintiff's Counsel, the Settlement Administrator, 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 Orders, or other orders of the Court.

17. Any Settlement 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.

18. 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.

19. Any order approving or modifying any Plan of Allocation Order, the distribution of the Net Settlement Fund among the Settlement Class Members, the application by Settlement Class Counsel for an award of Plaintiff's Attorneys' Fees or reimbursement of Litigation Expenses, or the request of Settlement 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).

20. Plaintiff's 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.

21. 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, Settlement Class Representative, the Settlement Class, 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, the Supplemental Agreements, any Plan of Allocation Order entered by the Court, and this Judgment; (b) hearing and determining any application by Settlement Class Counsel for an award of Plaintiff's Attorneys' Fees, and Litigation Expenses and/or a Case Contribution Award for Settlement Class

Representative, 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 or Supplemental Agreement 1; (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 Supplemental Agreements; and (f) exercising jurisdiction over any challenge to the Settlement on any basis whatsoever.

22. 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, and/or is terminated in accordance with the terms of Supplemental Agreement 1, 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 and Supplemental Agreements. The provisions of the Settlement Agreement and Supplemental Agreements relating to termination of the Settlement Agreement shall be complied with.

23. The claims asserted by Settlement 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 by or against the Released Parties. The Court retains jurisdiction pursuant to paragraph 21 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*, Settlement Class Counsel's request for Plaintiff's Attorneys' Fees and reimbursement of reasonable Litigation Expenses and Settlement 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.

IT IS SO ORDERED this 27th day of April, 2021.



BERNARD M. JONES
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM

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Subject: Activity in Case 5:18-cv-01225-J Chieftain Royalty Company v. SM Energy Company Order
Date: Tuesday, April 27, 2021 at 12:15:06 PM Central Daylight Time
From: okwd_ecf_notice@okwd.uscourts.gov
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U.S. District Court

Western District of Oklahoma[LIVE]

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Case Name: Chieftain Royalty Company v. SM Energy Company

Case Number: [5:18-cv-01225-J](#)

Filer:

WARNING: CASE CLOSED on 04/27/2021

Document Number: [114](#)

Docket Text:

ORDER AND JUDGMENT ~ Granting Final Approval of Class Action Settlement. The Court, having reviewed the Settlement Agreement, and all related pleadings and filings, and having heard the evidence and argument presented prior to and at the Final Fairness Hearing, now FINDS, ORDERS, and ADJUDGES as more fully set out. Signed by Honorable Bernard M. Jones on 4/27/2021. (dwl)

5:18-cv-01225-J Notice has been electronically mailed to:

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5:18-cv-01225-J Notice has been delivered by other means to:

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