

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

(1) CHIEFTAIN ROYALTY COMPANY and  
(2) CASTLEROCK RESOURCES, INC.,

Plaintiffs,

Case No. 18-cv-54-JFH-JFJ

v.

(1) BP AMERICA PRODUCTION COMPANY,

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 Class 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 November 23, 2021, the Court preliminarily approved a Settlement in the above-captioned litigation (the "Litigation") between Chieftain Royalty Company and Castlerock Resources, Inc. ("Plaintiffs"), on behalf of themselves and the Settlement Class, and BP America Production Company ("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 \$15,000,000.00 in cash ("Gross Settlement Fund") in settlement of the Litigation. In exchange, the Settlement Class 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, any Case Contribution Award awarded by the Court, other costs approved by the Court, Administration, Notice, and Distribution costs, and potentially some amount of money attributable to Class Members who are excluded from the Settlement Class (the "Net Settlement Fund"), will be distributed to Class Members who qualify for a distribution.
- The Settlement Class definition and exceptions are listed below in Question No. 5: "**How do I know whether I am part of the Settlement Class?**" and Question No. 6: "**Are there other exceptions to being included?**"
- Counsel for Plaintiffs ("Plaintiffs' Counsel") intends to seek an award of attorneys' fees of up to \$6,000,000.00 to be paid from the Gross Settlement Fund. Plaintiffs' Counsel have been litigating

<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.chieftain-bp.com](http://www.chieftain-bp.com).

this case for over three years without any payment whatsoever, advancing hundreds of thousands of dollars in labor and expense. Plaintiffs' 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 not exceed \$600,000.00, and Administration, Notice, and Distribution Costs up to \$400,000.00. These amounts will be paid from the Gross Settlement Fund. In addition, Plaintiffs intend to seek a Case Contribution Award of up to \$150,000.00 to be paid to the Class Representatives from the Gross Settlement Fund for their representation of the Class.

- In reaching the Settlement, Plaintiffs and Defendant have avoided the uncertainty, cost and time of a contested class certification proceeding and trial. Plaintiffs have agreed to the Settlement to avoid the risk that the Settlement Class might not be certified in a contested class action and that some or all of the claims of the Settlement Class against Defendant could be dismissed.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<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 February 4, 2022)</b>	If you do not wish to be a member of the Settlement Class, 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 Class.
<b>Object (by February 4, 2022)</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 Plaintiffs' Counsel, or the Case Contribution Award requested by Plaintiffs, 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 February 25, 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 Plaintiffs' Counsel, or the Case Contribution Award requested by Plaintiffs, 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.chieftain-bp.com">www.chieftain-bp.com</a> .

- 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 February 25, 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.chieftain-bp.com](http://www.chieftain-bp.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.

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## **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 Class in the Litigation as described herein. Payment history and suspense 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) or that suspense funds or unclaimed property funds associated with your interest were held by Defendant or paid to states. 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 or Complaint 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 Class (see Answer to Question No. 12), explains your right to opt out of the Settlement Class 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 Class, 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 Northern District of Oklahoma. The persons prosecuting this Litigation on behalf of the Class are called the "Plaintiffs" and the company they are suing is called the "Defendant." This case, also called the "Litigation," is known as *Chieftain Royalty Company, et al. v. BP America Production Company*, Case No. 18-cv-54-JFH-JFJ.

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

The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on payments made by Defendant (or on behalf of Defendant) outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, *et seq.* (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. The Litigation also seeks damages for Defendant's alleged failure to pay or accrue such interest on proceeds held in suspense or paid to various states as unclaimed property. Specifically, in their Complaint, Plaintiffs allege Defendant: (1) failed to pay or accrue statutory interest on payments made outside the time periods set forth in the PRSA, proceeds paid to various state agencies as unclaimed property, and proceeds held in suspense; (2) wrongfully awaited a demand prior to paying statutory interest under the PRSA; (3) misrepresented and/or omitted the amount of statutory interest owed; and (4) is liable to Class Members for breach of the PRSA, breach of the duty to investigate and pay, fraud, deceit, constructive fraud, disgorgement, accounting, punitive damages, and injunctive relief.

Defendant denies any and all liability related to Plaintiffs' allegations and further states that neither Plaintiffs 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 (actual or punitive), an accounting, disgorgement, or injunctive relief to the Class Members. Defendant further denies it would be appropriate to certify a contested class based on the facts and claims at issue in the Litigation.

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The Court has determined that Plaintiffs' claims as royalty owners for Late Payments of Oklahoma Proceeds on gas or its constituents up through December 31, 2017, were released and precluded by the release and judgment in *John Cecil v. BP America Production Co.*, No. 16-cv-410-KEW in the U.S. District Court for the Eastern District of Oklahoma.

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 Northern District of Oklahoma, located at 333 W. 4th St., Tulsa, Oklahoma 74103, in the file for Case No. 18-cv-54-JFH-JFJ. Some of the relevant pleadings are additionally located on the website found at [www.chieftain-bp.com](http://www.chieftain-bp.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 Class, 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 July 1, 1992, through March 31, 2021.

**"Released Claims"** means any and all claims and damages that were asserted in the Litigation or which could have been asserted in the Litigation relating to the transactions and occurrences which were the subject of the Litigation, including without limitation all claims (a) relating to payments of Oklahoma Proceeds made during the Claim Period (whether arising under oil and gas leases, pooling orders, unitization orders, and/or other agreements, and including royalty interests, overriding royalty interests, working interests, and/or any other type of interest) expressly including, Late Payments, suspended proceeds and unclaimed proceeds paid to various States; (b) for injuries, damages and/or PRSA or other statutory interest or remedies related to or arising from: (i) Late Payments of Oklahoma Proceeds to Class Members or any of their predecessors, successors, or assigns, during the Claim Period, (ii) Oklahoma Proceeds held in suspense by Defendant during the Claim Period, or (iii) Oklahoma Proceeds paid to various States during the Claim Period as unclaimed property, where such payments or suspended proceeds described above did not include the correct amount of interest under the PRSA or any other applicable statute or regulation, (c) that a Participating Class Member has or may have or be entitled to under the PRSA, and (d) for breach of duty to investigate and pay, fraud, deceit, constructive fraud, accounting, disgorgement, and injunctive relief. Released Claims includes those claims relating to such payments or holding of proceeds in suspense by Defendant, regardless of whether Defendant paid or held such funds on its own account or on account of third parties, but only as to statutory interest that was earned, accrued or became due during the time Defendant held such proceeds or at the time Defendant paid such suspended proceeds to a successor-in-interest. Released Claims do not include claims for statutory interest which accrue on suspended proceeds after the contractual date/time of Defendant's transfer of the suspended proceeds to a successor-in-interest, i.e., for statutory interest which accrues on the suspended proceeds for the time period that the successor-in-interest holds such proceeds. As used in this paragraph, "claims" include without limitation any assertion, allegation, claim, demand, right, debt, request for payment, cause of action, liability, loss, damage (including without limitation incidental, consequential, exemplary, or punitive damages), deficiency, remedy, judgment, lien, injunction, penalty, cost, expense, attorney fee, interest, suit, or proceeding of every kind, at law or in equity, in contract or tort, regardless of whether any of the foregoing are asserted or unasserted, now known or hereinafter discovered, matured or unmatured, or accrued, contingent, or potential, and regardless of whether any of the foregoing have resulted now or could result in the future in the commencement of a lawsuit, filing of a claim, or legal

proceeding of whatsoever kind, and regardless of whether any of the foregoing have resulted now or could result in the future in a final and appealable order, ruling, or judgment. The release of Released Claims will be effective as against a Releasing Party without regard to whether a Releasing Party actually received a payment from the Net Settlement Fund and without regard to whether any payment received was correctly determined.

Certain of the Released Claims may have already been released or precluded by the Cecil Judgment as noted above and in the Settlement Agreement. This Judgment fully and finally releases all of the Released Claims regardless of whether or not such claims were or were not included in the Cecil Judgment.

**“Released Parties”** means Defendant, its parent, affiliated, and subsidiary companies, and each of their respective former and present officers, directors, shareholders, members, managers, owners, partners, employees, agents, servants, attorneys, insurers, predecessors, successors, and assigns. Defendant’s affiliated companies include but are not limited to the entities listed on Exhibit 6.

**“Releasing Parties”** means Plaintiffs and all Participating Class Members and their heirs, successors and assigns, without regard to whether a Participating Class Member actually received a payment from the Net Settlement Fund, and without regard as to whether any payment was correctly determined.

### **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 John H. Heil, III, is presiding over the Litigation.

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

The Court has not reached a final judgment as to whether the Settlement Class could be certified as a contested class action or that Plaintiffs have proved or can prove their claims against the Defendant. It could take several more years before a contested class certification proceeding and trial on the merits could be held, final judgment entered, and appeals exhausted. Instead, Plaintiffs 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 Plaintiffs have avoided any further delay in resolving the Litigation. In addition, as with any litigated case, Plaintiffs 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 class certification and liability or a verdict lower than the Settlement Amount that Plaintiffs have obtained, or even no recovery at all for Plaintiffs and the Class Members. Based on these factors and others, Plaintiffs and Plaintiffs’ Counsel believe the Settlement is best for all Class Members.

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

The Settlement Class 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:

- (1) who received during the Claim Period a Late Payment from Defendant (or Defendant’s designee) of Oklahoma Proceeds and whose payments did not also include the statutory interest prescribed by the PRSA;

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- (2) whose Oklahoma Proceeds were, during the Claim Period, paid over by Defendant (or Defendant's designee) to various state agencies as unclaimed or abandoned property without the payment of statutory interest prescribed by the PRSA; or
- (3) who, during the Claim Period, were legally entitled to Oklahoma Proceeds held by Defendant (or Defendant's designee) in suspense accounts for more than the applicable time periods prescribed in the PRSA without the payment by Defendant (or Defendant's designee) or earning/accruing of statutory interest prescribed by the PRSA for the benefit of such owners.

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

The persons or entities excluded from the Class are: (1) agencies, departments, or instrumentalities of the United States of America; (2) Commissioners of the Land Office of the State of Oklahoma (CLO); (3) publicly traded oil and gas 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 September 2018; (5) persons or entities that Plaintiffs' counsel ethically are prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct, which Plaintiffs affirmatively represent includes, but is not limited to, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, William L. Galbreath, Verdeen L. Slatten, Jack A. Slatten, Verdeen L. Slatten Family Limited Partnership, Neva M. Dorman, Ann Ellis Boles, Fischer-Jones, LLC, B.N. Taliaferro, Jr. individually and as Trustee of the B. N. Taliaferro Management Trust, Jack B. Searle, Tamara D. Searle, OGI, Inc., and their relatives; (6) officers of the Court; and (7) owners in regard to whom Defendant is required by the PRSA to pay proceeds annually for the 12 month accumulation of proceed totaling less than \$100.00, provided however, this exclusion of so-called "minimum pay" owners does not apply to interest claims for other 12 month periods accumulations of proceeds when the same owner was entitled to \$100 or more and thus not in a "minimum pay" status.

Also, you are not a Class Member if you exclude yourself from the Settlement Class 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 Class 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 1-855-918-6072, or write to the following address:

*Chieftain-BP Settlement*  
c/o JND Legal Administration, Settlement Administrator  
PO Box 91437  
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 \$15,000,000.00 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

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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 Class 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 statutory interest allegedly owed on the original underlying suspended proceeds or payment that allegedly occurred outside the time periods required by the PRSA, with due regard for the production date, the date the underlying payment was made, the amount of the underlying payment, the time periods set forth in the PRSA, any applicable statute of limitations, any previously granted releases or precluded claims, whether or not Defendant's records provided in this Litigation identify a Late Payment of Oklahoma Proceeds caused by Defendant without payment of statutory interest, any additional statutory interest that Plaintiffs' Counsel believes has since accrued, and the amount of interest or returns that have accrued on the Participating Class Member's proportionate share of the Net Settlement Fund during the time such share was held in the Settlement Account. 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 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 1.14 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 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.chieftain-bp.com](http://www.chieftain-bp.com), or by calling 1-855-918-6072 or writing to:

*Chieftain-BP Settlement*  
c/o JND Legal Administration, Settlement Administrator  
PO Box 91437  
Seattle, WA 98111

Questions? Visit [www.chieftain-bp.com](http://www.chieftain-bp.com) or call toll-free at 1-855-918-6072



## 12. What is the effect of my remaining in the Settlement Class?

Unless you exclude yourself from the Settlement Class, 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 Class. To exclude yourself from the Settlement Class, you must send by mail, to the Settlement Administrator a written statement that you want to be excluded from the Settlement Class in *Chieftain Royalty Co., et al. v. BP America Production Co.* 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 **February 4, 2022**. Your written statement must be sent to:

**Settlement Administrator**  
*Chieftain-BP Settlement*  
c/o JND Legal Administration, Settlement Administrator  
PO Box 91437  
Seattle, WA 98111

**To be effective, your written request for exclusion must be MAILED and RECEIVED at the above address no later than February 4, 2022.** You cannot exclude yourself through the website or by telephone, facsimile, or 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 Class in *Chieftain Royalty Co., et al. v. BP America Production Co.*, Case No. 18-cv-JFH-JFJ, United States District Court for the Northern 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 Class, 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 Class 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 this Settlement Class 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 Class, 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; (b) Ryan Whaley Coldiron Jantzen Peters & Webber, PLLC; (c) Barnes & Lewis, LLP; and (d) Whitten Burrage, represent the Plaintiffs and all other Class Members in this Litigation. These lawyers are called Plaintiffs' 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?**

Plaintiffs' Counsel intends to seek an award of attorneys' fees up to \$6,000,000.00 to be paid out of the Gross Settlement Fund. Plaintiffs' Counsel has been litigating this case for over three years without any payment whatsoever. At the Final Fairness Hearing, Plaintiffs' Counsel will also seek reimbursement from the Gross Settlement Fund of the Litigation Expenses incurred in connection with the prosecution of this Litigation, and which will be incurred through final distribution of the Settlement, which amount will not exceed \$600,000.00, and Administration, Notice, and Distribution Costs up to \$400,000.00. Plaintiffs intend to seek Case Contribution Award(s) relating to their representation of the Settlement Class, taking into account Plaintiffs' time, effort, risk and burden, up to \$150,000.00.

**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 Plaintiffs' Attorneys' Fees or reimbursement of Litigation Expenses, or Case Contribution Award(s) to Plaintiffs. 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 *Chieftain Royalty Co., et al. v. BP America Production Co.*, Case No. 18-cv-54-JFH-JFJ, and to the United States District Court for the Northern 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;

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- (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 Plaintiffs' Attorneys' Fees or Litigation Expenses sought by Plaintiffs' 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.

Additionally, if you intend to appear and request permission to speak at the Final Fairness Hearing, either in person or through counsel, then, as part of your objection that is due no later than February 4, 2022, you must also provide the following information:

- (h) 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);
- (i) A list of and copies of any exhibits you may seek to use at the Final Fairness Hearing; and
- (j) A list of any legal authority you may present at the Final Fairness Hearing.

**Your written objection must be filed with the Court no later than February 4, 2022, at the address below:**

Clerk of the Court  
 United States District Court for the Northern District of Oklahoma  
 333 W. 4th Street  
 Tulsa, Oklahoma 74103

**UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER 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 Class. If you exclude yourself from the Settlement Class, you have no basis to object, because the Settlement no longer affects you. If you do not exclude yourself from the Settlement Class, you will remain a member of the Settlement Class 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 **February 25, 2022, at 1:30 p.m. CT**, at the United States District Court for the Northern District of Oklahoma, 333 W. 4th St., Tulsa, Oklahoma 74103. **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.chieftain-bp.com](http://www.chieftain-bp.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 Plan of Allocation. The Court will also rule on the request for attorneys' fees and litigation expenses by Plaintiffs' Counsel and the request for Case Contribution Award for Plaintiffs relating to their representation of the Settlement Class. 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. Plaintiffs' Counsel will answer any questions the Court might have for the Settlement Class. 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 Class, 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 **February 4, 2022**. You cannot speak at the Final Fairness Hearing if you exclude yourself from the Settlement Class.

You must also serve the above information on Plaintiffs' Counsel and Defendant's Counsel at the addresses shown in the Answer to Question No. 18 above.

## **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 Class, 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.chieftain-bp.com](http://www.chieftain-bp.com) or you may request copies by writing to *Chieftain-BP Settlement*, c/o JND Legal Administration, Settlement Administrator, PO Box 91437, 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 *Chieftain Royalty Co., et al. v. BP America Production Co.*, Case No. 18-cv-54-JFH-JFJ, with the Clerk of the United States District Court for the Northern District of Oklahoma, 333 W. 4th St., Tulsa, Oklahoma 74103, and may be obtained from the Clerk's office directly. Further information regarding the Litigation and this Notice may be obtained by contacting Plaintiffs' 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.chieftain-bp.com](http://www.chieftain-bp.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 1-855-918-6072 toll-free or write to *Chieftain-BP Settlement*, c/o JND Legal Administration, Settlement Administrator, PO Box 91437, 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:

*Chieftain-BP Settlement*  
c/o JND Legal Administration, Settlement Administrator  
PO Box 91437  
Seattle, WA 98111

Toll Free: 1-855-918-6072  
Website: [www.chieftain-bp.com](http://www.chieftain-bp.com)  
Email: [info@chieftain-bp.com](mailto:info@chieftain-bp.com)

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

DATED: December 15, 2021

BY ORDER OF THE COURT

Questions? Visit [www.chieftain-bp.com](http://www.chieftain-bp.com) or call toll-free at 1-855-918-6072