



11:43 am, 10/7/24

Margaret Botkins
Clerk of Court

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT
OF WYOMING**

Anita C. Deselms, et al.,

Class Representatives,

v.

Occidental Petroleum Corporation, et al.,

Defendants.

Civil Action No. 19-CV-243-KHR

**ORDER GRANTING CLASS REPRESENTATIVES' UNOPPOSED MOTION TO
PRELIMINARILY APPROVE CLASS ACTION SETTLEMENT, CERTIFY THE CLASS FOR
SETTLEMENT PURPOSES, APPROVE FORM AND MANNER OF NOTICE, APPOINT
SETTLEMENT CLASS REPRESENTATIVES AND SETTLEMENT CLASS COUNSEL,
APPOINT THE DEPOSIT ESCROW AGENT AND DISTRIBUTION ESCROW AGENT, AND
SET DATE FOR FINAL FAIRNESS HEARING**

This matter concerns the Defendants' alleged anticompetitive conduct in eastern Laramie County, Wyoming, including claims under both federal and state law antitrust statutes. This Court previously certified a class to be "maintained as a class action for liability purposes only," in its *Order Certifying Class Pursuant to Fed. R. Civ. P. 23(c)(4)* (ECF 227) ("Liability Only Certification Order"). The Court appointed Anita C. Deselms, John C. Eklund, Jr., Justin W. Miller, Brandi J. Miller, Ron Rabou, and Russell I. Williams, Jr. as Class Representatives. The class being proposed for certification in the matter before the Court in *Class Representatives' Unopposed Motion to Preliminarily Approve Class Action Settlement, Certify the Class for Settlement Purposes, Approve Form and Manner of Notice, Appoint Settlement Class Representatives and Settlement Class Counsel, Appoint the Deposit Escrow Agent and Distribution Escrow Agent, and Set Date for Final Fairness Hearing* ("Motion for Preliminary

Approval”) is identical in definition to that which was certified in the Liability Only Certification Order except the present request for certification proposes a settlement of this litigation on a class basis, including damages, rather than one limited to liability issues.

In its *Order Granting in Part and Denying in Part Plaintiffs’ Motion to Certify Class* (ECF 220), this Court found that requirements of numerosity (*Id.* at 26), commonality (*Id.*), typicality (*Id.* at 26-27), and adequacy (*Id.* at 27-28) were met. That certification order was affirmed by the United States Court of Appeals for the Tenth Circuit (ECF 275). While this Court examines those issues anew for the purposes of the present Motion for Preliminary Order, the Court is cognizant of its earlier findings and the reasoning for those findings.

This Court has made no liability findings against the Defendants and liability issues were to be submitted in a three-week jury trial set to commence on August 12, 2024. On August 7, 2024, the Honorable William F. Downes (retired) mediated the case. The mediation was attended by the parties or their designated representatives. *J. N. Murdock Declaration in Support of Motion for Preliminary Approval Order* (“Murdock Declaration”), Exhibit 4 at 14. The parties, through Judge Downes’s efforts, were able to resolve the case through these arms’ length negotiations. *Id.* A little more than a week later, with Judge’s Downes’s help, the parties likewise executed a term sheet for their settlement (“Term Sheet”). *Id.* The Term Sheet contained a dispute resolution provision in which the parties agreed that Judge Downes would “act as a sole arbitrator to decide whether requested terms proposed in the Settlement Agreement” conformed to those of the Term Sheet. *Id.* The parties have now executed the *Settlement Agreement* (“Settlement Agreement”) filed in this matter as Exhibit 1 to the Motion for Preliminary Approval. The Settlement Agreement sets forth the terms and conditions of the settlement that was made (“Settlement”). In accordance with the Settlement Agreement, the

Class Representatives now present the Settlement Class Action to the Court for preliminary approval under Federal Rule of Civil Procedure 23(e).

After reviewing the pleadings, the Motion for Preliminary Approval, and the *Class Representatives Brief in Support of the Motion for Preliminary Approval* (“Brief”) together with the declarations attached to their Brief, the Court finds the Motion for Preliminary Approval should be granted and the facts, terms, and conditions of the Settlement warrant 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 finds the Settlement Class should be certified at this stage for the purposes of this Settlement, as the Settlement Class meets all certification requirements of Federal Rule of Civil Procedure 23 for a settlement class. The Settlement Class is certified for settlement purposes only, subject to the Court’s final consideration at the Final Fairness Hearing and its reviews of any objections to the Settlement filed in this Court.

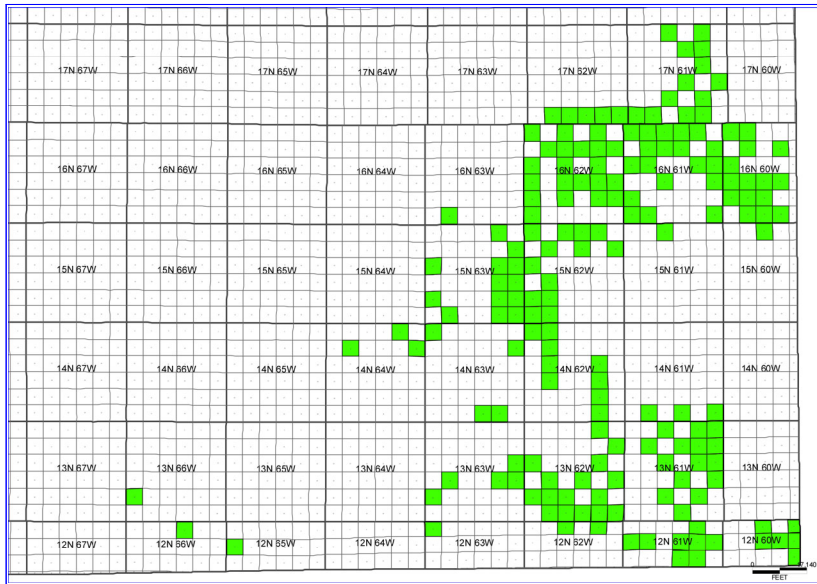
3. The Settlement Agreement delineates with specificity the oil and gas minerals that are subject to the Settlement during the period beginning and including November 1, 2017, and ending and including October 19, 2020 (“Class Period”):

“**Settlement Class Minerals**” mean oil and gas minerals located in the Niobrara and/or Codell geologic formations east of Range 67 West in Laramie County having oil and gas pools that could be reasonably produced as demonstrated by industry’s filing of drilling and spacing applications or

applications for drilling permits in at least 50% of the sections in the relevant township that were not under an oil and gas lease to drill and operate wells during the Class Period; and were located either:

- A. Within a section that had a 30% Intracompany Lease covering at least 50% of the oil and gas minerals provided the lease or memorandum of the lease was filed in the Laramie County public records disclosing the royalty rate, or
- B. In a section (or a part thereof) immediately bounded to the north, south, or both by a section in which Defendants had a 30% royalty Intracompany Lease as set forth in subparagraph A above.

4. Geographically, the sections in which Settlement Class Minerals exist are dispersed in eastern Laramie County as shown in the shaded sections below though it may be that only portions of any given section are Class Minerals:¹



¹ The sections containing Settlement Class Minerals are also set forth by a township, range, and section description in Exhibit 6 to the Settlement Agreement.

Cameron Corbett Declaration in Support of Motion for Preliminary Approval Order (“Corbett Declaration”), Exhibit 3 at ¶7.

5. As provided in the Settlement Agreement, the certified Settlement Class is defined as follows:

“**Settlement Class**” shall mean all persons, including individuals, estates, trusts, corporations, partnerships, and other business entities, having ownership of Class Minerals, as shown by the public records of the Clerk and Recorder of Laramie County, Wyoming. You are *not* a member of the Settlement Class if you are an owner who is: (1) a Defendant; (2) an officer, director, or employee of a Defendant, (2) an entity in which a Defendant has a controlling interest or is an affiliate, (3) any entity controlled by the buyer of Anadarko’s leases or minerals, including Cowboy Land LLC, Sweetwater Trona HoldCo LLC, and any other affiliate of Orion Mine Finance Group, (4) anyone who has given a valid release concerning the Released Claims, (5) was a lessee of Class Minerals during the Class Period, or (6) an affiliate of the Court.

6. Subject to the Court’s consideration of information and evidence provided at the Final Fairness Hearing, the Court finds the above-defined Settlement Class satisfies all prerequisites of Federal Rule of Civil Procedure 23(a) for purposes of the proposed class settlement:

a. **Numerosity.** Class Representatives have shown that the Settlement Class has potentially over 2,000, but not less than 500, members residing in numerous states. *Id.* at ¶ 13. As found in *Order Granting in Part and Denying in Part Plaintiffs’ Motion to Certify Class* (ECF 220), the difficulty, if not impossibility, of joining that

number of parties is manifest due to their numbers and geographic dispersal. Settlement Class Representatives have demonstrated “[t]he class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). Here, the Settlement Class consists of thousands of owners. Therefore, the Court finds the numerosity prerequisite is met.

b. **Commonality.** The Class Minerals share in common their geographical location in relation to sections in which Anadarko minerals were burdened with a royalty rate what was alleged to be anticompetitive. Specifically, the Class Minerals were geographically in or adjacent to a section in which Defendants’ minerals were burdened by a 30% Intracompany Lease and the Defendants possessed 50% or more of the minerals in that two-section configuration. Corbett Declaration at *Id.*. This Court did not certify a class for damages. However, this Court did examine and characterize the theory of damages advanced in the earlier certification proceeding: “Plaintiffs contend this anticompetitive conduct created a large area of negative impacts to every mineral owner in the area because these owners were excluded from the market . . . through this expected common proof from Plaintiffs’ experts, the antitrust impact claimed by Plaintiffs is a reduction of the value for all mineral interests owned by the class.” *Opinion Granting in Part and Denying in Part Plaintiffs’ Motion to Certify Class* (ECF 220) at 20. Consistent with their underlying theory of impact and damages, the Class Representatives have presented evidence showing the commonality of the Class Minerals in terms of an expected reduction in value on an aggregate basis due to an inability to lease. That theory is pinned upon a present inability to differentiate the individual productivity of any given part of the Class Minerals or the consequential reduction in their value caused by the Defendants’ alleged anticompetitive conduct though in

aggregate some of the minerals would have been leased and productively developed. Class Representatives' expert has opined that all of the Class Minerals are incapable of an expert determination of their individual actual profitable productivity or the relative productivity of one grouping of Class Minerals compared to other Class Minerals due in large part because no adequate exploration of those minerals has occurred to date. *Finley Declaration in Support of Motion for Preliminary Approval Order* ("Finley Declaration"), Exhibit 5 at ¶ 8. In that sense, the evidence presented on behalf of Class Representatives for the purposes of this Motion to Approve Preliminary Order is that Class Minerals cannot be accurately differentiated in their potential productivity but are instead treated as having equal productivity. The proposed allocation of monies received under the Settlement Agreement reflects that factual and legal proposition and requires that each Settlement Class Member receive the same distribution of the Settlement's consideration on a per net mineral acre basis as any other Settlement Class Member:

"Allocation Methodology" means the *pro rata* distribution of the Settlement Distribution Fund on a per net mineral acre basis for the Settlement Class Minerals, based on an individual Settlement Class Member's percentage ownership of the net mineral acreage owned by the entire Settlement Class yielding a Payment Amount Per Net Mineral Acre. For example, if the total net mineral acres found in the Settlement Class Minerals were 1,000 net mineral acres and an individual Settlement Class Member owned 10 net mineral acres, that individual Settlement class member would be entitled to one percent (1%) (10/1,000) of the Settlement Distribution Fund. Likewise, if the Settlement Distribution Fund were \$1,000, that Settlement Class Member would be entitled to one percent (1%) of the Settlement Distribution Fund or Ten Dollars (\$10.00). The Payment Amount Per Net Mineral Acre would be equal to the amount of the Settlement

Distribution Fund divided by the total net mineral acres found in the Settlement Class Minerals or \$1,000/1,000 net mineral acres which equals one dollar per net mineral acre (\$1/net mineral acre).

The Class Representatives have demonstrated “[t]here are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2).

c. **Typicality.** The Class Representatives receive the same distribution per net mineral acre as any other Settlement Class Member². They face similar, if not identical, issues arising from inadequate or non-existent evidence to individually predict the productivity of their minerals. They have shown in the context of the settlement distribution, “[t]he claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3).

d. **Adequacy.** Through their pursuit of this case through almost five years, the Settlement Class Representatives and Settlement Class Counsel have demonstrated “[t]he representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The Court previously found the Class Representatives in the liability class to be adequate. Their perseverance in this case, culminating in the proposed settlement, only illustrates their adequacy. Therefore, the Court hereby appoints as Settlement Class Representatives: Anita C. Deselms, Ron Rabou, Russel I. Williams, Jr., John C. Eklund, Jr., Justin W. Miller, and Brandi J. Miller. Likewise, this Court previously found the present class counsel to be adequate. The Court also finds

² The Settlement Class Representatives will each seek a Case Contribution Award that the Court must determine apart from their Settlement Class Minerals but rather for the time and resources that they have spent helping litigate this case including but not limited to meeting with Settlement Class Counsel to understand the case on a class basis in addition to assisting with pursuit of goals for the class’s good, to oversee the progress of the case and to engage in negotiations concerning resolution of the case.

that those counsel should be, and are hereby, appointed Settlement Class Counsel.

7. The Court also finds the requirements of Federal Rule of Civil Procedure 23(b)(3) are met:

a. **Predominance.** Class Representative has shown the terms and conditions surrounding the Settlement Class present “questions of law or fact common to the members of the class predominate over any questions affecting only individual members.” Fed. R. Civ. P. 23(b)(3).

b. **Superiority.** Class Representative has also established “that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Fed. R. Civ. P. 23(b)(3).

In sum, the Court finds all prerequisites and requirements of Fed. R. Civ. P. 23(a)-(b) are satisfied for purposes of certifying a class for settlement purposes, subject to the Court’s final consideration at the Final Fairness Hearing.

Settlement Class Counsel and Settlement Class Representatives maintain the settlement recovery is fair, reasonable and adequate. It is clear the method of allocating the settlement will result in an equal and probably equitable distribution. Settlement Class Counsel and Settlement Class Representatives were only seven days from trying this case when it was resolved in the mediation before Judge Downes. During the mediation, the Class Representatives and Class Counsel came to understand that a settlement in the range ultimately achieved was fair, reasonable, and adequate. As part of the underlying case and in determining fair, reasonable and adequate settlement amounts, Settlement Class Counsel and the Settlement Class Representatives examined numerous factors including the logistical difficulties that would exist in establishing damages for all Class Members assuming a jury found the Defendants liable

during the liability only trial set to commence on August 11, 2024. Murdock Declaration, Exhibit 4 at ¶¶ 7.c.i through 7.c.iv. Settlement Class Counsel and the Settlement Class Representatives believe those logistical obstacles were significant which demonstrates why a class-wide settlement of \$12 million is fair, reasonable and adequate.

8. 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 the proposed Initial Plan of Allocation (or any other Plan of Allocation), and to show cause, if any exists, why the 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.

9. The Court further preliminarily approves the form and content of the proposed Notices, which are attached to the Settlement Agreement as Exhibits 3–5, and finds the Notices to be used as part of the Notice Plan 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 Notices fairly and adequately:

- (a) describe the terms and effect of the Settlement;

(b) notify the Settlement Class that Settlement Class Counsel will seek Settlement Class Counsel's Attorneys' fees, reimbursement of Litigation Expenses including Administration, Notice, and Distribution Costs, and the Case Contribution Awards for the Settlement Class Representatives;

(c) notify the Settlement Class of the time and manner of the Final Fairness Hearing;

(d) describe the procedure for requesting exclusion from the Settlement;

(e) describe the procedure for objecting to the Settlement or any part thereof;

and

(f) direct potential Class Members to where they may obtain more detailed information about the Settlement.

10. The Court also preliminarily approves the proposed manner of communicating the Notices 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 laws, including due process and Federal Rule of Civil Procedure 23. Recognizing the effort that must be undertaken to establish ownership of the Putative Settlement Class Members, including the number of net mineral acres owned by each Putative Settlement Class Members, the parties have set aside one hundred twenty (120) days for those efforts, after which the Notice Program can begin issuing Notices. No later than one hundred fifty (150) days after entry of this Preliminary Approval Order:

a. Settlement Class Counsel or the Notice Manager will mail (or cause to be mailed) the Notices by mail to all Putative Settlement Class Members who have been

identified after reasonable efforts to do so and will post the Notice to the settlement website. The Notices will be mailed to Putative Settlement Class Members at the last known addresses for each Putative Settlement Class Members or updated addresses found by the Settlement Class Counsel, their professional landmen or the Notice Manager. The Settlement Class Counsel will also publish or cause to be published the 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. The Settlement Class Counsel also shall publish (or cause to be published) the Notice of Settlement one time in: (a) *The Wyoming Tribune Eagle*, a paper of general circulation in Wyoming; and (b) *The Pine Bluff Post*.

c. The Settlement Class Counsel will also display (or cause to be displayed) on the Internet website used for the previous notice of the liability only class – www.OccidentalClassAction.com – or another website dedicated to this Settlement the documents previous published as well as following additional documents: (i) the Notice of Settlement, (ii) the Settlement Agreement, (iv) this Order, and (v) other publicly filed documents related to the Settlement.

d. The Notice Manager may employ additional means as set forth in the Notice Plan to inform Putative Settlement Class Members of the Settlement.

e. The Gross Settlement Fund shall bear any Administration, Notice, and Distribution Costs.

11. Settlement 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.

12. The Court appoints Converse County Bank to serve as Deposit Escrow Agent. The Parties and their Counsel shall not be liable for any act or omission of the Deposit Escrow Agent or loss of the funds in the Distribution Escrow Account. Settlement Class Counsel will establish the Deposit Escrow Account. The Deposit Escrow Agent will:

- (1) receive the payment to be made by Defendants in the amount of \$12 million and deposit it into the Deposit Escrow Account;
- (2) will invest any funds held pursuant to the Settlement Agreement in short-term bonds issued by the United States Treasury or in fully United States Government-insured accounts and will collect and reinvest any interest accrued thereon, except that any residual cash balances or funds needed for short-term placement up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC and held in cash;
- (3) pursuant to Court order issued after the Final Fairness Hearing will pay Settlement Class Counsel's Attorneys' fees;
- (4) pursuant to Court order issued after the Final Fairness Hearing reimburse Settlement Class Counsel for Litigation Expenses, including Administration, Notice, and Distribution Costs;
- (5) pursuant to Court order issued after the Final Fairness Hearing will return any Opt Out Returned Funds or those portions of the Net Settlement Fund attributable to Settlement Class Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court to the Defendants;

(6) pursuant to Court order issued after the Final Fairness Hearing will pay the Settlement Class Representatives the Case Contribution Awards; and

(7) pursuant to Court order issued after the Final Fairness Hearing will deposit the remaining assets of the Settlement Distribution Fund into the Distribution Escrow Account.

13. On or before thirty-one (31) business days after the entry of this order, the Defendants shall pay or cause to be paid to the Deposit Escrow Agent the sum of Twelve Million Dollars (\$12,000,000) (“Gross Settlement Fund”). If Defendants do not pay to the Deposit Escrow Agent the Gross Settlement Fund on or before thirty-one (31) business days after the entry of this order, the Defendants shall pay interest as provided in the Settlement Agreement.

14. The Court appoints Converse County Bank to serve as Distribution Escrow Agent. 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 Distribution Escrow Agent or loss of the funds in the Distribution Escrow Account. Settlement Class Counsel will establish the Distribution Escrow Account. Pursuant to an order issued after the Final Fairness Hearing or any other order, the Distribution Escrow Agent will:

(1) receive the Gross Settlement Fund plus earned income payable to Settlement Class Members from the Deposit Escrow Agent and hold those assets in the Distribution Escrow Account;

(2) receive directly from Putative Settlement Class Members and Settlement Class Members the W-9 forms or other acceptable documentation indicating their tax identification information (TIN) and their tax withholding election,

if any;

- (3) receive from Settlement Class Counsel the W-9 forms or other acceptable documentation indicating a Settlement Class Member's TIN and tax withholding election, if any, that Settlement Class Counsel receives from Putative Settlement Class Members and forwards to the Distribution Escrow Agent;
- (4) receive from Settlement Class Counsel the names and addresses of Putative Settlement Class Members and Settlement Class Members as well as other payment information
- (5) prepare or provide funding to Settlement Class Counsel so that a Distribution Check to pay each Settlement Class Member in the amount allocated to the Settlement Class member less the taxes withheld and deposited with the United States Internal Revenue Service;
- (6) prepare and mail or cause to be prepared or mailed by Settlement Class Counsel to each Settlement Class Member a United States form 1099 with the information required to show the payment made and taxes withheld;
- (7) prepare and mail or cause to be prepared or mailed by Settlement Class Counsel as needed duplicate United States form 1099s; and
- (8) prepare or cause to be prepared a distribution check to the Non-Profit Recipient for the Residual Unclaimed Funds that shall be delivered in accordance with the terms and dates set forth in the Settlement Agreement.

15. The Notice Manager and Settlement Class Counsel 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 (together with the documents referenced therein and exhibits thereto), the Judgment, and the Court's Plan of Allocation order(s) authorizing distribution of the Net Settlement Fund to Class Members. The Settlement Class Representatives, Defendants, and Defendants' Counsel shall not be liable for any act or omission of the Settlement Class Council or Notice Manager in supervising and administering the Settlement in accordance with the Settlement Agreement. The Settlement Class Representatives, Settlement Class Council, Defendants, and Defendants' Counsel shall not be liable for any act or omission of the Deposit Escrow Agent or the Distribution Escrow Agent.

16. Pursuant to Fed. R. Civ. P. 23(e), a Final Fairness Hearing shall be held on May 15, 2025, at 2 p.m. in the United States District Court for the District of Wyoming, Cheyenne, Wyoming, the Honorable Kelly H. Rankin presiding, to:

- 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; (ii) constituted notice reasonably calculated, under the circumstances, to apprise Putative 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, 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 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 Defendants with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;

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

e. determine whether the applications for Settlement Class Representatives' Case Contribution Award to Class Representative are fair and reasonable and should be approved;

f. determine whether the Settlement Class Counsel's applications for Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, are fair and reasonable and should be approved; and

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

17. The Court reserves the right to adjourn, continue, and reconvene the Final Fairness Hearing, or any aspect thereof, including the consideration for the applications for Class Representatives Case Contribution Awards, and Settlement Class Counsel's applications for Attorneys' Fees and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, without further notice to the Settlement Class. The Settlement Class Counsel will update the website maintained pursuant to this Order to reflect the current information about the date and time for the Final Fairness Hearing.

18. Putative Settlement 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 Class Counsel and Defendants' Counsel a valid and timely Request for Exclusion. Requests for Exclusion must include: (i) the Class Member's name, address, telephone number,

and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *Deselms, et al. vs Occidental Petroleum Corporation, et al.*, Case No. 19-CV-243-KHR, United States District Court for the District of Wyoming; and (iii) the Settlement Class Notice's owner identification number. Requests for Exclusion must be served on the Defendants' Counsel, the Notice Manager, and Settlement Class Counsel by certified mail, return receipt requested and received no later than 5 p.m. CT on April 15, 2025. Requests for Exclusion may be mailed as follows:

Notice Manager
Signal Interactive Media, LLC
P.O. Box 1048
Cheyenne, WY 82003

Settlement Class Counsel
Thomas N. Long
Long Reimer Winegar LLP
P.O. Box 87
2120 Carey Ave., Suite 300
Cheyenne, WY 82003

And

Cody L. Balzer
Balzer Law Firm, P.C.
1302 Cleveland Avenue
Loveland, CO 80537

Defendants' Counsel
Kathy D. Patrick
Barrett H. Reasoner
Ross M. MacDonald
Michael Davis
Mark Doré
Gibbs Bruns, LLP
1100 Louisiana Street, #5300
Houston, Texas 77002

Darin Scheer
Timothy M. Stubson
Crowley Fleck PLLP
111 West 2nd Street, Suite 220
Casper, Wyoming 82601

Requests for Exclusion may not be submitted through the website or by phone,

facsimile, or e-mail. Any Putative Settlement 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. Copies of all Requests for Exclusion, including documents submitted therewith, if any, that are submitted to and received by the Settlement Class Counsel or Defendants' Counsel shall be delivered to the other counsel within one (1) day of receipt.

19. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the Settlement Class Representatives' request for Case Contribution Award, or the Settlement Class Counsel's request for Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs may file an objection. An objector must file with the Court and serve upon Settlement Class Counsel and Defendants' Counsel a written objection containing the following: (a) a heading referring to *Deselms, et al., v Occidental Petroleum Corporation, et al.*, Case No. 19-CV-243-KHR, United States District Court for the District of Wyoming; (b) 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, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may 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); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list

of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification number; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's mineral interests that are Settlement Class Minerals; and (j) if the objector is objecting to any portion of the Class Representatives' Case Contribution Awards, Settlement Class Counsel's request for Attorneys' Fees and reimbursement of Litigation Expenses including Administration, Notice, and Distribution Costs on the basis that the amounts requested are unreasonable, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be served on the Defendants' Counsel, the Notice Manager, and Settlement Class Counsel by certified mail, return receipt requested and received no later than 5 p.m. MST on April 24, 2025 at the addresses set forth in paragraph 19 above.

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 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. The Parties' Counsel may file any reply or response to any objections 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.

20. 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 16 above.

21. No later than fourteen (14) calendar days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to the Settlement Agreement, Class Representatives' Counsel and Class Representatives shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in substantially the same form as Exhibit 2 to the Settlement Agreement; and (c) final approval of the Allocation Methodology and Plan of Allocation. Settlement Class Counsel shall also move for final approval of (i) Class Representatives' requests for the Case Contribution Awards and (ii) Settlement Class Counsel's request for Attorneys' Fees and reimbursement of Litigation Expenses including Administration, Notice, and Distribution Costs.

22. 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.

23. Pending final approval of the Settlement, the Settlement Class Representatives and all Settlement 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.

24. 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 in any court, administrative agency, or other tribunal or any purpose whatsoever other than to enforce the provisions of the Settlement between the Defendants and any Settlement 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 Defendants of any fault, wrongdoing, breach, liability, or the propriety of maintaining this Litigation as a contested class action or of class certifiability, and Defendants specifically deny any such fault, wrongdoing, breach, liability, and allegation regarding certification. This Order shall not be construed or used as an admission, concession, or declaration by or against Settlement Class Representatives or the Settlement Class that their claims lack merit or that the relief sought in this 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 or class certifiability in the event the Settlement is terminated.

25. The Court, along with any appellate court with the 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.

26. 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 this 7th day of October, 2024.



HONORABLE KELLY H. RANKIN
UNITED STATES DISTRICT JUDGE