

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

DORSEY J. REIRDON,)
)
Plaintiff,)
)
vs.) Case No. 16-cv-00445-SPS
)
CIMAREX ENERGY COMPANY AND)
CIMAREX ENERGY CO. OF COLORADO,)
)
Defendants.)
)

**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.¹

- On October 29, 2019, the Court preliminarily approved a Settlement in the above-captioned litigation (the "Litigation") between Plaintiff, Dorsey J. Reirdon ("Plaintiff"), on behalf of himself and the Settlement Class, and Defendants Cimarex Energy Company and Cimarex Energy Co. of Colorado ("Defendants"). Capitalized terms not otherwise defined in this notice shall have the meanings attributed to those terms in the Settlement Agreement referred to below.
- Defendants have agreed to pay \$10,000,000.00 in cash ("Gross Settlement Fund") in settlement of all claims alleged in the Litigation. In exchange, the Settlement Class shall release any Released Claims (as defined below in the Answer to Question No. 2) the Releasing Parties may have against the Released Parties (as defined below in the Answer to Question No. 2). The Gross Settlement Fund, less Plaintiff's 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?**"

¹ 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.cimarexfuelgas.com.

- Defendants do not believe they paid royalties incorrectly, underpaid royalties, or violated any laws, and deny any liability and all allegations of wrongdoing asserted. Plaintiff and Defendants disagree on the amount of damages, if any, that could have been recovered if the Settlement Class prevailed on any of its claims at trial. In addition, Defendants do not agree that it would be appropriate to certify the claims asserted by Plaintiff on behalf of the Settlement Class in a contested class action.
- Counsel for Plaintiff (“Plaintiff’s Counsel”) intends to seek an award of attorneys’ fees up to \$4,000,000.00 to be paid from the Gross Settlement Fund. Plaintiff’s Counsel have been litigating this case for almost three years without any payment whatsoever, advancing hundreds of thousands of dollars in labor and expense. Plaintiff’s Counsel will also request reimbursement of the expenses they have incurred in connection with the prosecution of this Litigation, and will incur in the future, which will not exceed \$225,000.00 and will be paid from the Gross Settlement Fund. Plaintiff’s Counsel will also request approval of Administration, Notice and Distribution Costs associated with effectuating the Settlement in an amount not to exceed \$350,000.00 to be paid from the Gross Settlement Fund. In addition, Plaintiff intends to seek a Case Contribution Award of up to \$15,000.00 to be paid from the Gross Settlement Fund for his representation of the Class.
- In reaching the Settlement, Plaintiff and Defendants have avoided the uncertainty, cost and time of a contested class certification proceeding and trial. Plaintiff has agreed to the Settlement to avoid the risk that the Settlement Class could not be certified in a contested class action and that some or all of the claims of the Settlement Class against Defendants could be dismissed.

YOUR LEGAL RIGHTS AND OPTIONS	
You Do Not Need To Take Further Action To Participate In The Settlement	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.
Exclude Yourself (by January 15, 2020 at 5 p.m. CT)	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 will not 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.
Object (by January 15, 2020 at 5 p.m. CT)	If you do not exclude yourself and you wish to object to any part of the Settlement, the attorneys’ fees or expenses requested by Plaintiff’s Counsel, or the Case Contribution Award requested by Plaintiff, you may (as discussed below in Answer to Question No. 18 and in the Settlement Agreement) write to the Court about your objections.
Attend The Final Fairness Hearing (to be held on January 29, 2020)	If you have submitted a valid and timely written objection to any aspect of the Settlement, the attorneys’ fees or expenses requested by Plaintiff’s Counsel, or the Case Contribution Award requested by Plaintiff, you may (but do not have to) attend the Final Fairness Hearing and present your objections to the Court at that hearing (as described below in Answer to Question No. 22 and in the Settlement Agreement).

YOUR LEGAL RIGHTS AND OPTIONS

Do Nothing

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, 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 www.cimarexfuelgas.com.

- **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 January 29, 2020—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.cimarexfuelgas.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 records reflect that you have received payments from Defendants (or someone paying proceeds on Defendants’ behalf) for oil and gas production proceeds from oil and gas wells in Oklahoma during the Claim Period (as defined in the Settlement Agreement and in the answer to Question No. 2). This Notice is not intended to be, and should not be construed as, an expression of any opinion with respect to the merits of the allegations in the 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 this 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 Eastern District of Oklahoma. The person prosecuting this Litigation on behalf of the Class is called the “Plaintiff” and the companies he is suing are called the “Defendants.” This case, also called the “Litigation,” is known as *Dorsey J. Reirdon v. Cimarex Energy Company and Cimarex Energy Co. of Colorado*, Case No. 16-cv-00445-SPS.

2. What is the Litigation about?

The Litigation seeks damages for Defendants' alleged failure to pay royalty on natural gas used as fuel to power compressors and other machinery and equipment in gathering systems and/or gas plant operations ("Fuel Gas"). Defendants deny any and all of Plaintiff's factual and legal allegations. Defendants also expressly deny all liability related to Plaintiff's allegations of breach of the express provisions of Plaintiff's oil and gas leases and for any type of fraud, and they further state that neither Plaintiff nor any of the Class Members are entitled to the relief sought in the Litigation and further state that it would not be appropriate to award any type of damages. Defendants further deny it would be appropriate to certify a contested class based on the facts and claims at issue in the Litigation.

The Court has made no determination with respect to any of the parties' remaining claims or defenses.

A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District Court for the Eastern District of Oklahoma, located at 101 North 5th Street, Muskogee, Oklahoma 74401, in the file for Case No. 16-cv-00445-SPS. Some of the relevant pleadings are additionally located on the website found at www.cimarexfuelgas.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 against the "Released Parties." This means that if you remain a member of the Settlement Class, any and all claims related to unpaid royalty on natural gas used as fuel to power compressors and other machinery and equipment in gathering systems and/or gas plant operations during the Claim Period will be released and discharged.

"Claim Period" means between January 1, 2013 and November 30, 2019.

"Released Claims" include all claims and damages (statutory, contract, tort, equitable, punitive, interest, and other relief) that the Releasing Parties may have against the Released Parties related to underpaid, unpaid and incorrectly paid royalty on gas used off the lease premises and/or in the manufacture of products (hereafter, "Fuel Gas"). Without limiting the foregoing, the Released Claims include any and all claims that were, or that could have been, asserted in this Litigation. The release shall extend to and include Defendants and their affiliates, subsidiaries, predecessors, successors, officers, directors, employees, insurers, and attorneys. The release also shall extend to and include all claims, demands, actions, causes of action, allegations, rights, obligations, costs, losses, and damages arising in whole or in part at any time from January 1, 2013 through November 30, 2019 from or in connection with acts or omissions of Defendants or any of the other Released Parties of any and every kind or nature, whether in law or in equity, whether in tort or contract, whether arising under any statute or regulation, whether known or unknown, based upon the claims that were, or could have been, asserted in the Litigation. Released Claims specifically include, without limitation, all claims and alleged damages relating to Oklahoma royalty payments made or obligations that arose in whole or in part from January 1, 2013 through November 30, 2019 regarding: (a) any failure to pay, underpayment, incorrectly paid or delay in paying royalty on Fuel Gas; (b) any payment of royalty on Fuel Gas that was less than the amount owed; (c) any interest owed on any payment, underpayment, incorrect payment or non-payment of royalty on Fuel Gas; (d) any misrepresentation, omission or breach regarding the amount of royalty owed on Fuel Gas or that royalty was, in fact, owed on Fuel Gas; (e) any misrepresentation, omission or breach regarding

the value, volume or price of Fuel Gas; (f) any breach of contractual, statutory or other obligation to pay royalty on Fuel Gas or the full volume of gas leaving a lease; (g) any breach of any check stub reporting statute, including the Production Revenue Standards Act, relating to or arising out of the obligation to pay royalty on Fuel Gas; (h) any alleged fraud, intentional or negligent misconduct, constructive fraud, deceit, concealment, unjust enrichment, disgorgement, accounting, actual damages, punitive damages, statutory damages, and injunctive relief relating to or arising out of the obligation to pay royalty on Fuel Gas that arose in whole or in part from January 1, 2013 to November 30, 2019 in connection with Oklahoma oil and gas production.

“Released Parties” means Defendants; their predecessors, successors, heirs, assignors, and assignees; and any past and present affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, insurers, and affiliates of the foregoing persons or entities.

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

3. Why is this case a class action?

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All of the individuals and entities on whose behalf the plaintiffs are suing are class members. One court resolves the issues for all class members, except for those who choose to exclude themselves from the class. Here, United States Magistrate Judge Steven P. Shreder 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 Plaintiff has proved or can prove his claims against Defendants. It would likely 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, Plaintiff and Defendants have agreed to the Settlement in order to resolve the Litigation. In reaching the Settlement, both sides have avoided the risk, cost and time of a trial, and Plaintiff has avoided any further delay in resolving the Litigation. In addition, as with any litigated case, Plaintiff would face an uncertain outcome if this Litigation went to trial. On the one hand, a trial could result in a verdict greater than the Settlement. However, Defendants have asserted many defenses, and a trial could result in a judgment in favor of Defendants on class certification and liability or a verdict lower than the Settlement Amount that Plaintiff has obtained, or even no recovery at all for Plaintiff and the Class Members. Based on these factors and others, Plaintiff and Plaintiff’s 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 who are or were royalty owners in Oklahoma wells where Defendants, including their predecessors, subsidiaries, or affiliates, are or were the well operator and working interest owner (or, as a non-operating working interest owner, Defendants separately marketed gas), and who, from January 1, 2013 are or were entitled to share in royalty proceeds payable under oil and gas leases that contain

an express provision stating royalty will be paid on gas used off the lease premises and/or in the manufacture of products.

6. Are there other exceptions to being included?

The persons or entities excluded from the Settlement Class are: (1) agencies, departments or instrumentalities of the United States of America and the State of Oklahoma; (2) officers of the Court involved in this action; (3) publicly traded oil and gas exploration companies and their affiliates; and (4) persons or entities Plaintiff's counsel is or may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct, including but not limited to, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives and any related trusts.

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 1-844-924-0855, or write to the following address:

Reirdon v. Cimarex (Fuel Gas)
c/o JND Legal Administration
P.O. Box 91349
Seattle, WA 98111

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

8. What does the Settlement provide?

In consideration of the Settlement, Defendants have agreed to pay \$10,000,000 in cash. See the Settlement Agreement for full details.

The Settlement, if approved, will result in the dismissal of the Complaint against Defendants and the release by all Class Members of all the Released Claims the Releasing Parties may have against the Released Parties, as defined above in Answer to Question No. 2. The Net Settlement Fund will be distributed to the Class Members who are not excluded from the Settlement 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:

Plaintiff's Counsel shall, subject to Court approval, allocate the Net Settlement Fund to individual participating Class Members proportionately based on the amount of royalty allegedly owed on gas used off the lease premises and/or in the manufacture of products, with due regard for the date the royalty payment was made, and well production data. This allocation is subject to modification by Plaintiff's 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 matters, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeal to any court, as set forth more specifically in paragraph 1.15 of the Settlement Agreement.

The Net Settlement Fund will be distributed by the Settlement Administrator as soon as reasonably possible after final approval has been obtained for the Settlement and any appeals are exhausted. The Settlement Agreement specifies deadlines for distributing the Net Settlement Fund. Any appeal of final approval could take well in excess of one 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 materially modifies the 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.cimarexfuelgas.com, or by calling 1-844-924-0855 or writing to: *Reirdon v. Cimarex (Fuel Gas)* c/o JND Legal Administration, P.O. Box 91349, Seattle, WA 98111.

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 certified mail, return receipt requested, to Defendants' Counsel, Plaintiff's Counsel, the Court, and the Settlement Administrator a written statement that you want to be excluded from the Settlement Class in *Reirdon v. Cimarex (Fuel Gas)*. In addition to the other information specified in the rest of this answer, your statement must include your name, address, telephone number, and notarized signature, and must be received no later than January 15, 2020 at 5 p.m. CT. Your written statement must be sent to:

Plaintiff's Counsel:

Bradley E. Beckworth
Jeffrey J. Angelovich
Lisa P. Baldwin
Andrew G. Pate
Trey Duck
NIX PATTERSON, LLP
3600 N Capital of Texas Hwy.
Suite 350, Building B
Austin, TX 78746

Robert N. Barnes
Patranell Lewis
BARNES & LEWIS, LLP
208 N.W. 60th Street
Oklahoma City, OK 73118

Michael Burrage
WHITTEN BURRAGE
512 N. Broadway Ave., Ste 300
Oklahoma City, OK 73102

Lawrence R. Murphy, Jr.
SMOLEN LAW, PLLC.
611 South Detroit Avenue
Tulsa, OK 74120

The Court:

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

Settlement Administrator:

Reirdon v. Cimarex (Fuel Gas)
c/o JND Legal Administration
P.O. Box 91349
Seattle, WA 98111

Defendants' Counsel:

Nathan K. Davis
SNELL & WILMER L.L.P
1200 17th Street, Suite 1900
Denver, CO 80202

Bradley W. Welsh
GABLE & GOTWALS
110 ONEOK Place
100 West Fifth Place
Tulsa, OK 74103

To be effective, your written request for exclusion must be SERVED and RECEIVED at the above addresses no later than January 15, 2020 at 5 p.m. CT. You cannot exclude yourself on the website, by telephone, facsimile or by e-mail. The letter must be signed by you under oath and acknowledged by a Notary Public. In the letter, you must identify your interest in any wells for which you have received payments from Defendants or anyone making payments on Defendants' 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 *Dorsey J. Reirdon v. Cimarex Energy Company and Cimarex Energy Co. of Colorado*, Case No. 16-cv-

00445-SPS, United States District Court for the Eastern District of Oklahoma. I understand it will be my responsibility to pursue any claims I may have, if I so desire, on my own and at my expense.

If you do not follow these procedures—including meeting the date for exclusion set out above—you will not be excluded from the Settlement Class, and you will be bound by 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 Defendants or any of their 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) Barnes & Lewis, LLP; (c) Whitten Burrage; and (d) Lawrence R. Murphy, Jr. represent Plaintiff and all other Class Members in this Litigation. These lawyers are called Plaintiff's 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?

Plaintiff's Counsel intends to seek an award of attorneys' fees up to \$4,000,000.00 to be paid out of the Gross Settlement Fund. Plaintiff's Counsel has been litigating this case for almost three years without any payment whatsoever. At the Final Fairness Hearing, Plaintiff's Counsel will also seek reimbursement from the Gross Settlement Fund of the expenses incurred in connection with the prosecution of this Litigation, and will incur in the future, which will not exceed \$225,000.00 and will be paid from the Gross Settlement Fund. Plaintiff's Counsel will also request approval of Administration, Notice and Distribution Costs associated with effectuating the Settlement in an

amount not to exceed \$350,000.00 to be paid from the Gross Settlement Fund. Plaintiff intends to seek a Case Contribution Award relating to his representation of the Settlement Class, taking into account Plaintiff's time, effort, risk and burden, up to \$15,000.00.

OBJECTING TO THE SETTLEMENT, PLAN OF ALLOCATION, ATTORNEYS' FEES AND EXPENSES, AND PLAINTIFF'S CASE CONTRIBUTION AWARD

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

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

- (a) a heading referring to *Dorsey J. Reirdon v. Cimarex Energy Company and Cimarex Energy Co. of Colorado*, Case No. 16-cv-00445-SPS, United States District Court for the Eastern District of Oklahoma;
- (b) a statement as to whether you intend to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address and telephone number (this statement must also comply with the requirement stated in Answer to Question No. 22 below);
- (c) a detailed statement of the specific legal and factual basis for each and every objection;
- (d) 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);
- (e) a list of and copies of any exhibits you may seek to use at the Final Fairness Hearing;
- (f) a list of any legal authority you may present at the Final Fairness Hearing;
- (g) your name, current address, current telephone number, and all owner identification numbers with Defendants;
- (h) your signature executed before a Notary Public;
- (i) identification of your interest in wells from which you have received payments made by or on behalf of Defendants (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of such payments by date of payment, date of production, and amount; and
- (j) if you are objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses sought by Plaintiff's Counsel on the basis that the amounts requested are unreasonably high, you must specifically state the portion of Plaintiff's Attorneys' Fees and/or Litigation Expenses you believe is fair and reasonable and the portion that is not.

Your written objection must be filed with the Court and served on Plaintiff's Counsel and Defendants' Counsel by certified mail, return receipt requested, and received at the addresses below no later than January 15, 2020:

By the above date, your written objection must be ON FILE with the Court at the address below:

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

And, by the same date, copies of your written objection must be served and received by counsel at the addresses below:

Plaintiff's Counsel:

Bradley E. Beckworth
Jeffrey J. Angelovich
Lisa P. Baldwin
Andrew G. Pate
Trey Duck
NIX PATTERSON, LLP
3600 N Capital of Texas Hwy.
Suite 350, Building B
Austin, TX 78746

Robert N. Barnes
Patranell Lewis
BARNES & LEWIS, LLP
208 N.W. 60th Street
Oklahoma City, OK 73118

Michael Burrage
WHITTEN BURRAGE
512 N. Broadway Ave., Ste 300
Oklahoma City, OK 73102

Lawrence R. Murphy, Jr.
SMOLEN LAW, PLLC.
611 South Detroit Avenue
Tulsa, OK 74120

Defendants' Counsel:

Nathan K. Davis
SNELL & WILMER L.L.P.
1200 17th Street, Suite 1900
Denver, CO 80202

Bradley W. Welsh
GABLE & GOTWALS
110 ONEOK Place
100 West Fifth Place
Tulsa, OK 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 **January 29, 2020, at 2:00 p.m. CT**, at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. **Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the hearing, you should check with the Court and www.cimarexfuelgas.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 expenses by Plaintiff's Counsel and the request for Case Contribution Award for Plaintiff relating to his 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. Plaintiff's 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, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Dorsey J. Reirdon v. Cimarex Energy Company and Cimarex Energy Co. of Colorado*." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be served on and received by the counsel listed in Answer to Question No. 18 and must be filed with the Clerk of the Court at the address in the Answer to Question No. 18 no later than January 15, 2020 at 5 p.m. CT. You cannot speak at the Final Fairness Hearing if you exclude yourself from the Settlement Class.

If you object to the Settlement or any part thereof and you or your attorney wish to be heard at the Final Fairness Hearing, you must file a Notice of Intention to Appear as outlined above by the date specified for objections in the Answer to Question No. 18 in order to present your objection at the Hearing (see also 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.cimarexfuelgas.com or you may request copies by writing to *Reirdon v. Cimarex (Fuel Gas)*, c/o JND Legal Administration, P.O. Box 91349, 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 *Dorsey J. Reirdon v. Cimarex Energy Company and Cimarex Energy Co. of Colorado*, Case No. 16-cv-00445-SPS, with the Clerk of the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401, and may be obtained from the Clerk's office directly. Further information regarding the Litigation and this Notice may be obtained by contacting Plaintiff's 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.cimarexfuelgas.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 1-844-924-0855 toll free or write to *Reirdon v. Cimarex (Fuel Gas)* c/o JND Legal Administration, P.O. Box 91349, 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:

Reirdon v. Cimarex (Fuel Gas)
c/o JND Legal Administration
P.O. Box 91349
Seattle, WA 98111
Toll Free: 1-844-924-0855
Website: www.cimarexfuelgas.com
Email: info@cimarexfuelgas.com

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

DATED: December 4, 2019

BY ORDER OF THE COURT