

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

IN RE ANADARKO BASIN OIL AND GAS  
LEASE ANTITRUST LITIGATION

NO. CIV-16-0209-HE  
(Consolidated Number)

**AMENDED ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT AND CLASS CERTIFICATION  
FOR SETTLEMENT PURPOSES**

This is a class action lawsuit brought by Plaintiffs Edward Clark, Inc., Curtis Crandall, Amy Herzog, Mahony-Killian, Inc., Ida Powers, and Brian Thieme (collectively, "Plaintiffs"), individually and on behalf of the proposed class of mineral lessors, against Chesapeake Energy Corp., Chesapeake Exploration, L.L.C., and Tom L. Ward ("Defendants") for alleged violations of the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.*, by conspiring to fix, raise, maintain or stabilize lease bonuses in the Mississippi Lime Play of the Anadarko Basin Region, as described in Plaintiffs' Amended Class Action Complaint. Plaintiffs and Defendants have reached an agreement to settle this Litigation through the creation of a Settlement Fund in the amount of \$6,950,000.00. On September 4, 2018, the Plaintiffs and Defendants exchanged executed counterparts of the Settlement Agreement dated as of September 4, 2018 (the "Settlement Agreement") memorializing the terms of a proposed class settlement. The Settlement Agreement, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims described in the Settlement Agreement. Plaintiffs now present the Settlement to the Court for preliminary approval under Federal Rule of Civil Procedure 23.

After reviewing the pleadings and Plaintiffs' Motion and Memorandum of Law in Support of Plaintiffs' Motion to Certify the Settlement Class for Settlement Purposes,

Preliminarily Approve Class Action Settlement, Approve Form and Manner of Notice, and Set Date for Final Approval Hearing (“Motion for Preliminary Approval”) the Court has preliminarily considered the settlement to determine, among other things, whether the settlement warrants the issuance of notice to the putative Settlement Class Members. Upon reviewing the settlement under the terms of the Settlement Agreement and the Motion for Preliminary Approval, it is hereby **ORDERED** 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. Having considered the parties’ submissions and other authorities regarding the issue of subject matter jurisdiction in this case, the Court finds that it has subject matter jurisdiction over this action.

3. The Court finds the Settlement Class should be certified 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. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class certified by agreement for settlement purposes could have ever been certified in this case for litigation purposes.

The certified Settlement Class is defined as follows:

All persons and entities who sold, leased or otherwise assigned or transferred to Chesapeake or SandRidge, or any of their respective predecessors, subsidiaries, agents (such as landmen) or affiliates, mineral rights and/or working interests on lands within the Mississippi Lime Play, at any time between December 27, 2007 and April 1, 2013. For purposes of this Settlement Class, the Mississippi Lime Play includes all depths and formations within the Oklahoma counties of Alfalfa, Blaine, Creek, Dewey, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Logan, Lincoln, Major, Noble, Osage, Pawnee, Payne, Tulsa, Washington, Woods, and Woodward, and the Kansas counties of Barber, Butler, Chase, Chautauqua, Cheyenne, Clark, Coffey, Comanche, Cowley, Dickinson, Edwards, Elk, Finney, Ford, Gove, Grant, Gray, Greenwood, Harper, Harvey, Haskell, Hodgeman,

Kearny, Kingman, Kiowa, Lane, Logan, Lyon, Marion, McPherson, Meade, Montgomery, Morris, Ness, Pawnee, Pratt, Rawlins, Reno, Rice, Rush, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Stafford, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, and Woodson.

Excluded from the Class are Defendants, SandRidge, any parent, subsidiary, agent or affiliate thereof, their officers, directors, employees, and immediate families, federal and state governmental entities and instrumentalities of federal and state governments, and any individuals or entities from whom Chesapeake has already settled.

4. The Court finds the above-defined Class satisfies all prerequisites of Federal Rule of Civil Procedure 23(a) for purposes of the proposed class settlement:

a. Numerosity. Plaintiffs have demonstrated “[t]he class is so numerous that joinder of all members is impracticable.” FED. R. CIV. P. 23(a)(1). The Tenth Circuit has not adopted a set number as presumptively sufficient to meet this burden, and there is “no set formula to determine if the class is so numerous that it should be so certified.” *Trevizo v. Adams*, 455 F.3d 1155, 1162 (10th Cir. 2006). Whether a class satisfies the numerosity requirement is “a fact-specific inquiry” district courts have “wide latitude” in determining. *In re Cox Enters., Inc.*, No. 12-ML-2048-C, 2014 U.S. Dist. LEXIS 2459, \*13 (W.D. Okla. Jan. 9, 2014) (quoting *Trevizo*, 455 F.3d at 1162). Here, the Settlement Class consists of thousands of lessors. Therefore, the Court finds the numerosity prerequisite is met.

b. Commonality. Plaintiffs have also demonstrated, considering the fact the Litigation will be settled instead of proceeding to trial, “[t]here are questions of law or fact common to the class.” FED. R. CIV. P. 23(a)(2).

c. Typicality. Plaintiffs have also shown, considering the fact the Litigation will be settled instead of proceeding to trial, “[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. Plaintiffs and Plaintiffs' Counsel have, in the present settlement context, demonstrated "[t]he representative parties will fairly and adequately protect the interests of the class." FED. R. CIV. P. 23(a)(4).

In addition, because the Court finds Plaintiffs and Plaintiffs' Counsel to be adequate representatives of the Settlement Class, the Court hereby appoints Plaintiffs as Class Representatives and Plaintiffs' Counsel as Class Counsel.

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

a. Predominance. Taking into account the fact the Litigation is being resolved by settlement rather than trial, Class Representatives have shown "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 Representatives have also established in the present settlement context "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).

6. In sum, the Court finds all prerequisites and requirements of Federal Rule of Civil Procedure 23(a)-(b) are satisfied for purposes of certifying a class for settlement purposes, and the Class is hereby certified for the purposes of this settlement only.

7. The Court preliminarily finds (i) the proposed settlement resulted from extensive arm's-length negotiations; (ii) the proposed settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weakness of Class Representatives and the Settlement Class' claims; (iii) Class Representatives and Class Counsel have concluded the proposed settlement is fair, reasonable, and adequate; and (iv) the proposed

settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed settlement to the Settlement Class.

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 putative Settlement Class to challenge the fairness, reasonableness, and adequacy of the settlement, as memorialized through the Settlement Agreement, and to show cause, if any exists, why a Final Judgment dismissing the Litigation based on the Settlement Agreement should not be ordered after adequate notice to the putative Settlement Class has been given in conformity with this Order. As such, the Court finds those Settlement Class Members whose claims would be settled, compromised, dismissed, and/or 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 Notice and the proposed Summary Notice, which are attached to this Order as Exhibit 1 and 2, respectively. The court finds that the Notice and Summary Notice, with the indicated revisions, are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23. The Court finds the form and content of the Notice and Summary Notice fairly and adequately: (i) describe the terms and effect of the settlement, including the method for Settlement Class Members to submit claims and the manner for distributing Settlement Funds to the Settlement Class Members who timely submit proper claims; (ii) notify the putative Settlement Class that Class Counsel will seek attorney's fees, reimbursement of Litigation Expenses, and a Case Contribution Award for Class Representative's

services; (iii) notify the putative Settlement Class of the time and place of the Final Fairness Hearing; (iv) describe the procedure for requesting exclusion from the settlement; and (v) describe the procedure for objecting to the settlement or any part thereof.

10. The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative 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:

a. As soon as reasonably practicable following entry and within 35 days of entry of this Order, the Claims Administrator will mail (or cause to be mailed) the Notice of Settlement by first class mail to all Class Members who have been identified after reasonable efforts to do so. The Claims Administrator will also publish the summary form of the Notice of Settlement as described below.

b. Within 45 days of the entry of this order, the Claims Administrator also shall publish (or cause to be published) the Summary Notice one time in each of the newspapers identified in Exhibit 4 to the Declaration of Warren T. Burns.

c. Within 45 days of the entry of this Order, the Claims Administrator will also post (or cause to be posted) the Notice and Summary Notice on a website dedicated to information on the proposed settlement of this Litigation, [www.anadarkosettlement.com](http://www.anadarkosettlement.com), along with other documents related to the settlement and associated exhibits.

d. All costs of administering, disseminating, and communicating the Notice and Summary Notice to the Class shall be paid in accordance with the Settlement Agreement.

11. Class Counsel is authorized to act on behalf of the putative Settlement Class with respect to all acts required by, or which may be taken pursuant to, the Settlement Agreement, or such other acts as are reasonably necessary to consummate the proposed settlement provided for in the Settlement Agreement.

12. The Court appoints Markham Sherwood of KCC, LLC, as Claims Administrator to receive and process any Requests for Exclusion or inquiries submitted by Settlement Class Members and such other matters as the Plaintiffs may call upon the Claims Administrator rather than other personnel to perform in connection with the proposed settlement. If the settlement is finally approved by the Court, such Claims Administrator is authorized to supervise and administer the settlement in accordance with the Settlement Agreement.

13. Pursuant to Federal Rule of Civil Procedure 23(e), a Final Fairness Hearing shall be held on April 25, 2019, at 9:30 a.m., in Courtroom No. 301, in the United States District Court for the Western District of Oklahoma, the Honorable Joe Heaton presiding, to:

- a. determine whether the proposed settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class;
- b. determine whether the notice method utilized by the Plaintiffs/Claims Administrator: (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 proposed 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 other applicable law;

c. determine whether a Final Judgment should be entered pursuant to the Settlement Agreement, inter alia, dismissing the Litigation against the 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 for administration of claims submitted by the Settlement Class Members and ultimate distribution of the Settlement Fund, including a ruling as to the proposed method for Settlement Class Members to submit claims and the manner for distributing Settlement Funds to the Settlement Class Members who timely submit proper claims;

e. determine whether the applications for attorneys' fees, reimbursement for Litigation Expenses, and a Case Contribution Award to Class Representative are fair and reasonable and should be approved; and

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

14. The Court reserves the right to adjourn, continue, and reconvene the Final Fairness Hearing, or any aspect thereof, including the consideration for the application of attorneys' fees and reimbursement of Litigation Expenses, without further notice to the putative Settlement Class.

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

16. Class Members wishing to exclude themselves from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4) must deliver or send to the Clerk of the Court for filing a valid and timely Request for Exclusion within the time frame set forth below. All Requests for Exclusion must include: (a) the Settlement Class Member's name, address, telephone number, and signature; (b) a statement that the Settlement Class Member wishes to be excluded from the Settlement Class in this Litigation; and (c) identification of the leased property in which the Settlement Class Member claims to own an interest.

Requests for Exclusion must be delivered or sent by mail or special delivery service, no later than twenty-one (21) days before the Final Approval Hearing , to:

Clerk of the Court  
United States District Court for the Western Dist. of Oklahoma 200 N.W. 4th Street  
Oklahoma City, OK 73102

Any putative Settlement Class Member that has not timely and properly requested exclusion from the Settlement Class 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.

17. Copies of all Requests for Exclusion shall be provided by Class Counsel to the Claims Administrator.

18. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the proposed settlement, any term of the Settlement Agreement, the proposed request for attorneys' fees and Litigation Expenses, or the proposed request for a Case Contribution Award to Class Representative may file an objection. To object, the Settlement Class Member must either deliver or send for filing to the above Clerk of the Court, by mail or special delivery service, a written statement advising as to the matters the Settlement Class Member objects to (and containing the items listed below). The written statement of objection should be sent to the above

address of the Clerk of the Court no later than twenty-one (21) days before the Final Approval Hearing; provided, however, that if the Settlement Class Member sends the letter required above by mail or special delivery service, it is sufficient for the letter to be post-marked on or before that date. The Settlement Class Member must include in the written statement of objection the following:

- a. A heading referring to *In re Anadarko Basin Oil and Gas Lease Antitrust Litig.*, No. 16-cv-209-HE, in the United States District Court for the Western District of Oklahoma;
- b. A statement as to whether the objector intends to appear at the Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and telephone number;
- c. A statement of the specific legal and factual basis for the objection;
- d. The objector's current address;
- e. The objector's current telephone number;
- f. The objector's signature; and,
- g. Identification of the leased property in which the objector claims to own an interest.

Any Class Member who does not timely file and serve a valid written objection shall be foreclosed from raising any such objection to the settlement, and any untimely or invalid objection shall be barred absent an Order from the Court providing to the contrary. Class Counsel and/or the Defendants' Counsel may file any reply or response to any objections no later than 7 days before the Final Approval 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.

19. 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 and must include, along with their written objection described in the above paragraph, a Notice of Intention to Appear at Final Fairness Hearing, no later than **fourteen (14) days before** the Final Approval Hearing, which, in accordance with the Settlement Agreement and Notice, shall affirmatively state such intention to appear and present and shall include the Class Member's name, address, telephone number, and signature.

20. Class Counsel and the Defendants' Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

21. No later than thirty-five (25) days before the Final Approval Hearing, Class Representative and Class Counsel shall file any requests for approval of attorneys' fees, reimbursement of Litigation Expenses, and a Case Contribution Award.

22. For clarity, the deadlines the parties shall adhere to are as follows:

<b>Event</b>	<b>Schedule</b>
Deadline to send notice to class members	35 days after Preliminary Approval Order
Deadline to commence Publication Notice in newspapers and online	45 days after Preliminary Approval Order
Claims Administrator to file proof of notice	65 days after Preliminary Approval Order
Deadline for Class Counsel to move for Final Approval and Fee and Cost award	35 days before Final Approval Hearing
Deadline to request exclusion from the Class or objections to Settlement	21 days before Final Approval Hearing

Deadline for class members to file Notice of Intention to Appear at Final Approval Hearing	14 days before Final Approval Hearing
Final Approval and Fee and Cost Award Reply Briefs	7 days before Final Approval Hearing
Final Approval Hearing	<b>April 25, 2019, at 9:30 a.m.</b>
Deadline for class members to submit a claim	60 days after Final Approval Hearing

23. If the settlement is not approved by the Court, is terminated in accordance with the terms of the Settlement Agreement, or otherwise does not become Final and Non-Appealable for any reason whatsoever, the proposed settlement, Settlement Agreement and any actions taken or 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, except for any obligation or provision expressly designated in the Settlement Agreement to survive termination of the settlement, shall survive termination of the Settlement Agreement and settlement.

24. All proceedings in the Litigation, other than such proceedings as may be necessary to carry out the terms and conditions of the settlement, are hereby stayed and suspended until further order of this Court. Pending final approval of the proposed settlement, Class Representative and all putative 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 releases.

25. The Settlement Agreement, whether or not consummated, the negotiations thereof, and any related communications made, proceedings taken, or orders entered pursuant thereto, are not admissible as evidence for any purpose against Class Representatives, the Settlement Class or the Defendants in any pending or future litigation. Neither this Order nor the Settlement Agreement (and any documents and actions made pursuant thereto) shall be construed or used as an admission, concession, or declaration by or against the Defendants of any fault, wrongdoing, breach, or liability, and the Defendants specifically deny any such fault, wrongdoing, breach, or liability. This

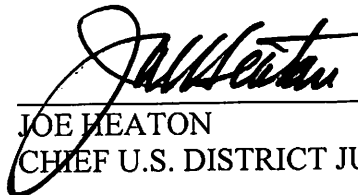
Order shall not be construed or used as an admission, concession, or declaration by or against Class Representatives or the Class that their claims lack merit or that the relief requested in the Litigation is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any party of any arguments, defenses, or claims he, she, or it may have in the event the settlement is terminated. Moreover, the settlement and any proceedings taken pursuant to the settlement are for settlement purposes only. Neither the fact of, nor any provision contained in the Settlement Agreement or its exhibits, nor any actions taken thereunder shall be construed as, offered into evidence as, received into evidence as, or deemed to be evidence of a presumption, concession, or admission of any kind as to the truth of any fact alleged or validity of any defense that has been, could have been, or in the future might be asserted.

26. The Court 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 also hereby retains jurisdiction over this Litigation to administer all other matters related to the enforcement or enforceability of the Settlement Agreement and settlement and the orders of the Court related thereto.

27. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further written notice to anyone other than counsel of record in the Litigation.

**IT IS SO ORDERED.**

Dated this 18th day of December, 2018.

  
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JOE HEATON  
CHIEF U.S. DISTRICT JUDGE

Anadarko Settlement  
P.O. Box 404073  
Louisville, KY 40233-4073

## AKO

### «Barcode»

Postal Service: Please do not mark barcode

Claim#: AKO-«Claim8»-«CkDig»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

### **If You Leased an Oil & Gas Leasehold or Working Interest in Oklahoma or Kansas Between December 27, 2007 and April 1, 2013,**

#### ***You May Be Eligible for a Payment from a \$6.95 Million Settlement.***

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

- A Settlement has been reached with Chesapeake Energy Corp., Chesapeake Exploration, L.L.C., and Tom L. Ward, and their affiliates (collectively, “Defendants”) in a class action lawsuit about fixing the prices paid to leaseholders in exchange for the right to explore for and produce minerals on the land. The lawsuit claims that Defendants (*see* Question 2) and SandRidge Energy, Inc. and SandRidge Exploration and Production, L.L.C. (“SandRidge”) unlawfully conspired to fix, raise, maintain or stabilize lease bonuses and royalties in the Mississippi Lime Play of the Anadarko Basin Region, to reduce payments to the leaseholders.
- This Notice provides details of the proposed Settlement with Defendants and your rights in this lawsuit.
- You are included in the Settlement and are entitled to seek a payment, if you leased your property directly to Chesapeake or SandRidge or through their agents (*see* Question 6), or otherwise assigned or transferred the lease to them (“Class Member”). Class Members who transacted with Chesapeake and Class Members who transacted with SandRidge will be entitled to payments in the same manner (*see* Questions 10 and 11). Class Members will release claims through this Settlement against Chesapeake and SandRidge.
- The Class includes all persons and entities who sold, leased or otherwise assigned or transferred to Chesapeake or SandRidge, or any of their respective predecessors, subsidiaries, agents (such as landmen) or affiliates, mineral rights and/or working interests on lands within the Mississippi Lime Play, at any time between December 27, 2007 and April 1, 2013. For purposes of this Class, the Mississippi Lime Play includes all depths and formations within the Oklahoma counties of Alfalfa, Blaine, Creek, Dewey, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Logan, Lincoln, Major, Noble, Osage, Pawnee, Payne, Tulsa, Washington, Woods, and Woodward, and the Kansas counties of Barber, Butler, Chase, Chautauqua, Cheyenne, Clark, Coffey, Comanche, Cowley, Dickinson, Edwards, Elk, Finney, Ford, Gove, Grant, Gray, Greenwood, Harper, Harvey, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Lane, Logan, Lyon, Marion, McPherson, Meade, Montgomery, Morris, Ness, Pawnee, Pratt, Rawlins, Reno, Rice, Rush, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Stafford, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, and Woodson. Excluded from the Class are Defendants, SandRidge, any parent, subsidiary, agent or affiliate thereof, their officers, directors, employees, and immediate families, federal and state governmental entities and instrumentalities of federal and state governments, and any individuals or entities from whom Chesapeake has already settled.
- The Settlement will pay individuals and institutions that sold or transferred their leasehold or working interest to Chesapeake or SandRidge between December 27, 2007 to April 1, 2013.
- **Your legal rights are affected even if you do nothing. Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	This is the only way to get a payment. See Question 13.	June 24, 2019
ASK TO BE EXCLUDED	You will get no monetary benefits from the Settlement. This is the only option that allows you to assert the claims released by this Settlement against Defendants about the underpaid bonus payments at issue in this case. See Question 15.	April 4, 2019
OBJECT	If you wish to object to the Settlement, or anything else referenced in this Notice, you must file a written objection. See Question 20.	April 4, 2019
GO TO A HEARING	You may also request to be heard at the Final Fairness Hearing. See Question 22.	April 25, 2019

<b>DO NOTHING</b>	You will forfeit your right to get a monetary benefit from the Settlement, and you will give up your rights to assert claims released by this Settlement against Defendants about the underpaid bonus payments at issue in this case. If you wish to remain in the Class to qualify for a payment, you must submit a claim form. See Question 13.	N/A
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- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will only be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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#### BASIC INFORMATION

##### 1. Why is there a notice?

A Court authorized this notice because you have a right to know about a proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Chief Judge Joe Heaton of the United States District Court for the Western District of Oklahoma is overseeing this case. This litigation has been consolidated within *In re Anadarko Basin Oil and Gas Lease Antitrust Litigation*, Case No. 16-cv-209-HE.

##### 2. What is this lawsuit about?

Chesapeake, SandRidge, and Mr. Ward were sued by mineral owners (Plaintiffs) in federal court for conspiring to fix or set prices paid to them in exchange for the chance to lease the leasehold or working interests. Plaintiffs alleged that instead of competing against each other to offer the leaseholders the highest price for leasing the mineral interest, Chesapeake and SandRidge conspired to provide a low price to the leaseholders. As a result, the leaseholders did not receive as high of a payment for leasing their minerals or working interests to Chesapeake and SandRidge as they should have received. Chesapeake and SandRidge deny these claims and maintain they did nothing wrong. Plaintiffs in this lawsuit have brought an antitrust claim under the Sherman Act against Defendants.

**3. Are there any related lawsuits?**

Yes. In addition to all lawsuits consolidated in this litigation, there are two lawsuits originally filed in Oklahoma state court alleging violations of state law that also are included in the Class: *Koppitz v. Chesapeake Energy Corporation et al.* (Case No. CJ-16-26, Woods Co.) and *Mallory v. Chesapeake Energy Corp. et al.* (Case No. CJ-16-63R, Stephens Co.). This Class includes the Plaintiffs in these lawsuits.

**4. Why is this a class action?**

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” In this Settlement, the Class Representatives are: Edward Clark, Inc., Curtis Crandall, Amy Herzog, Mahony-Killian, Inc., Ida Powers, and Brian Thieme. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

**5. Why is there a Settlement?**

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, the Parties have engaged in lengthy negotiations, and Plaintiffs and Defendants have agreed to a Settlement. By agreeing to settle, the Parties avoid the costs and uncertainty of a trial, and the people affected will get a chance to receive compensation. The Class Plaintiffs and their attorneys think the Settlement is best for all Class Members. The proposed Settlement does not mean that any law was broken or that Defendants did anything wrong.

**WHO IS IN THE SETTLEMENT?**

If you received a mailed notice of the Settlement, then you may be a Class Member. But even if you did not receive a notice, you may be a Class Member, as described below.

**6. How do I know if I am part of the Class?**

You are included in the Class if you (individual or entity):

- Owned or controlled mineral interest within the Mississippi Lime Play (see Question 7 for definition);
- And at any time between December 27, 2007 and April 1, 2013;
- You signed a lease with Chesapeake or SandRidge (or their affiliates or agents, such as landmen) that gave them the right to explore for and produce minerals that you own;
- And Chesapeake or SandRidge (or their affiliates or agents, such as landmen) paid you a bonus and/or royalty payment in connection with that lease.

You are not a member of the Class, even if you meet the above criteria, if you are:

- One of the Defendants, Released Parties, or alleged co-conspirators or officers, directors, employees, and immediate families;
- One of the Defendants’, Released Parties’, or alleged co-conspirators’ parent companies, subsidiaries, agents, affiliates, legal representatives, heirs, assigns, or any person acting on their behalf;
- A federal or state government entity or its instrumentalities with whom Chesapeake has already settled or entered into tolling agreements, including:
  - City of Waynoka
- An individual or entity with whom Chesapeake has already settled or entered into tolling agreements, including:
  - Avalon Exploration, Inc.
  - Dell Wood
  - Deneen Dryden
  - EOG Resources
  - Kaiser-Francis Oil Co.
  - Kirkpatrick Oil Co.
  - Primexx Energy Partners
  - Steven Redgate
  - Wesley Weichman
  - The small landowners residing in the City of Waynoka to whom Chesapeake sent settlement checks that have been cashed, listed in Attachment A to the Settlement Agreement.
- A judicial officer presiding over this action or his/her immediate family member or are a judicial staff member or juror assigned to the Class Action.

**7. What is the Mississippi Lime Play?**

For purposes of this Class, the Mississippi Lime includes all depths and formations within the Oklahoma counties of Alfalfa, Blaine, Creek, Dewey, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Logan, Lincoln, Major, Noble, Osage, Pawnee, Payne, Tulsa, Washington, Woods, and Woodward, and the Kansas counties of Barber, Butler, Chase, Chautauqua, Cheyenne, Clark, Coffey, Comanche, Cowley, Dickinson, Edwards, Elk, Finney, Ford, Gove, Grant, Gray, Greenwood, Harper, Harvey, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Lane, Logan, Lyon, Marion, McPherson, Meade, Montgomery, Morris, Ness, Pawnee, Pratt, Rawlins,

Reno, Rice, Rush, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Stafford, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, and Woodson.

#### 8. What if I am not sure whether I am included in the Class?

If you are not sure whether you are included in the Class, you may call 1-844-833-3816 with questions or visit [www.anadarkosettlement.com](http://www.anadarkosettlement.com). You may also write with questions to Anadarko Settlement, P.O. Box 404073, Louisville, KY 40233-4073 or email [info@anadarkosettlement.com](mailto:info@anadarkosettlement.com).

### THE SETTLEMENT BENEFITS

#### 9. What does the Settlement provide?

The Settlement will create a \$6.95 million Settlement Fund, plus interest, that will be used to pay eligible Class Members who submit valid claims. The cost to administer the Settlement, attorneys' fees, and payment to the Class Representatives will come out of the Settlement Fund (see Question 19).

More details are in a document called the Settlement Agreement, which is available at [www.anadarkosettlement.com](http://www.anadarkosettlement.com).

#### 10. How much will my payment be?

The Settlement Fund will be allocated as follows: once the claims period has ended, the bonus amount of all Class Members who submit claims will be added together. The Settlement Fund will be distributed to each claimant based on the proportion their bonuses bear to that total bonus amount. In other words, each Class Member's share of the settlement fund will be a fraction with their bonus payment in the numerator and the total amount of all bonuses paid to claimants in the denominator. This fraction will be multiplied by the Settlement Fund, less fees and expenses, to determine each class member's individual payment. This Plan of Distribution will be submitted to the Court in advance of the final approval hearing and made available at [www.anadarkosettlement.com](http://www.anadarkosettlement.com). Class Members will have the option to comment on or object to any portion of the Plan of Distribution at the Final Fairness Hearing. The Settlement Agreement will remain in place if the Court rejects or alters the proposed Plan of Distribution.

#### 11. When will I receive my payment?

Class Members who are entitled to payments will receive their payments after the Court grants final approval to the Settlement and after any appeals are resolved (see "The Final Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

#### 12. What am I giving up to stay in the Class?

Unless you exclude yourself from the Class, you will give up your right to sue any of the Defendants or SandRidge for the claims being resolved by this Settlement. The specific claims you are giving up against Defendants and all related parties are described in Paragraph 23 of the Settlement Agreement. You will be "releasing" Chesapeake, SandRidge, Mr. Ward, and all related people as described in the Settlement Agreement.

The released claims do not, however, include the following:

- Claims arising in the ordinary course of business relating to, for example, breach of contract, personal injury, property damage or diminution in property value;
- Claims to enforce any of the terms of the Settlement Agreement in this case; or
- Claims that do not arise out of the factual predicate of this Class Action.

The Settlement Agreement available at [www.anadarkosettlement.com](http://www.anadarkosettlement.com) describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer about what this means.

### HOW TO RECEIVE A PAYMENT

#### 13. How can I receive a payment?

You will need to complete and submit a Proof of Claim by June 24, 2019. Claims may be submitted online at [www.anadarkosettlement.com](http://www.anadarkosettlement.com) or call the toll-free number 1-844-833-3816 to get a Proof of Claim form mailed to you. If you submit a Proof of Claim with your contact information, you will receive future notifications containing additional important information, including with respect to any future Settlements. You may also download and mail your completed Proof of Claim to:

Anadarko Settlement  
P.O. Box 404073  
Louisville, KY 40233-4073

#### 14. What if my claim is rejected?

The Settlement provides a process for Class Members to contest the rejection of a claim. You will get further details in the letter you receive after your claim has been processed. If your claim is rejected, you may request a review. You will need to do so in writing and submit reasons for why you are contesting the rejection along with any supporting documentation. If your dispute cannot be resolved, it may be presented to the Court for review. The Court's decision will be final and binding. More details are in a document called the Settlement Agreement, which is available at [www.anadarkosettlement.com](http://www.anadarkosettlement.com)

**EXCLUDING YOURSELF FROM THE CLASS**

If you don't want a payment/benefits from this Settlement, and you want to keep the right to sue Defendants about the issues in this case, then you must take steps to get out of the Class. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Class.

**15. How do I get out of the Class?**

To exclude yourself from the Class, you must mail a letter or other written document to the Clerk of the Court. To exclude yourself from the Class, you must file a timely written request for exclusion (“Request for Exclusion”).

A Request for Exclusion must:

- Be in writing;
- Be signed by you or your authorized representative;
- State your name, address, and telephone number;
- Include proof of membership in the Class by identifying the leased property that you claim to own an interest and/or documentation evidencing you sold or transferred your leasehold or working interest to Chesapeake or SandRidge during the Class Period (December 27, 2007 through April 1, 2013)
- Include a signed statement that “I/we hereby request that I/we be excluded from the proposed Class in the *In re Anadarko Basin Oil & Gas Antitrust Litigation*, Case No. 16-cv-209-HE in the United States District Court for the Western District of Oklahoma”;
- Be mailed to the Clerk of the Court at the address provided below and postmarked no later than **April 4, 2019**.

You must mail your Request for Exclusion, postmarked no later than **April 4, 2019** to:

Clerk of the Court  
United States District Court for the Western District of Oklahoma  
200 N.W. 4th Street  
Oklahoma City, OK 73102

**16. If I do not exclude myself from the Class, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Chesapeake, SandRidge, and Mr. Ward for the claims that you release through this Settlement.

**17. If I exclude myself, can I still get a payment from this Settlement?**

No. You will not get a payment if you exclude yourself from the Class.

**THE LAWYERS REPRESENTING YOU****18. Do I have a lawyer in the case?**

The Court has appointed four law firms to represent all Class Members as interim “Class Counsel.” They can be contacted at:

Warren T. Burns BURNS CHAREST LLP 900 Jackson Street, Suite 500 Dallas, Texas 75201	Terrell W. Oxford SUSMAN GODFREY LLP 1000 Louisiana, Suite 5100 Houston, Texas 77002
Christopher J. Cormier COHEN MILSTEIN SELLERS & TOLL, PLLC 5290 Denver Tech Center Parkway Greenwood Village, Colorado 80111	Todd M. Schneider SCHNEIDER WALLACE COTTRELL KONECKY WOTKYNS, LLP 2000 Powell Street, Suite 1400 Emeryville, California 94608

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Class Counsel will ask the Court for attorneys' fees up to one-third of the \$6.95 million Settlement Fund as well as reimbursement for costs and expenses. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees to award. Class Counsel will also request that special service payments of up to \$10,000 each be paid from the Settlement Fund to the Class Representatives for their service as representatives on behalf of the whole Class.

**OBJECTING TO THE SETTLEMENT****20. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Class, you can object to the Settlement if you don't like some part of it. To object, you must submit a letter or other written document that includes the following:

- Your name, current address, and telephone number;

- A statement saying that you object to the Settlement in *In re Anadarko Basin Oil & Gas Antitrust Litigation*, Case No. 16-cv-209-HE in the United States District Court for the Western District of Oklahoma;
- Whether you plan to appear at the Final Fairness Hearing in person or through counsel, and include counsel's name, address, and telephone number (*see* Question 23);
- Proof of membership in the Class, including identifying the leased property in which you claim you own an interest, and/or documentation evidencing you sold or transferred your leasehold or working interest to Chesapeake or SandRidge during the Class Period (December 27, 2007 through April 1, 2013);
- The specific legal and factual bases as to why you object to the Settlement, along with any supporting materials or documents that you want the Court to consider; and
- Your signature.

The objection must be delivered or sent for filing to the Clerk of the Court, by mail or special delivery service to the address listed below with a postmark no later than **April 4, 2019**.

Clerk of the Court  
United States District Court for the Western Dist. of Oklahoma  
200 N.W. 4th Street  
Oklahoma City, OK 73102

If your objection is not postmarked by the deadline and does not include the information listed above, it will not be valid.

**21. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you don't exclude yourself from the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. If you choose to exclude yourself from the Class or object to the Settlement, court filings of exclusions and objections will publicly reveal your identity.

**THE FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend, and you may ask to speak, but you do not have to.

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

The Court will hold a Final Fairness Hearing at 9:30 a.m. on **April 25, 2019**, at the William J. Holloway United States Courthouse, Western District of Oklahoma, 200 NW 4th Street, Oklahoma City, OK 73102, Courtroom 301. The hearing may be moved to a different location or time without additional notice, so it is a good idea to check [www.anadarkosettlement.com](http://www.anadarkosettlement.com) or call 1-844-833-3816. At this hearing, the Court will consider whether the Settlement, Plan of Allocation, and any proposed fees and expenses are fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**23. Do I have to attend the hearing?**

No. Class Counsel will answer questions the Court may have. But, you or your own lawyer are welcome to attend at your expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

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

You may ask the Court for permission to speak at the Final Fairness Hearing. To speak at the Final Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intention to Appear" in *In re Anadarko Basin Oil & Gas Antitrust Litigation*, Case No. 16-cv-209-HE. Be sure to include your name, address, telephone number, and your signature. You must send your "Notice of Intention to Appear" to the addresses listed in Question 20, so it is postmarked no later than **April 11, 2019**.

**GETTING MORE INFORMATION**

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

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.anadarkosettlement.com](http://www.anadarkosettlement.com). You also may write with questions to Anadarko Settlement, P.O. Box 404073, Louisville, KY 40233-4073, or email [info@anadarkosettlement.com](mailto:info@anadarkosettlement.com), or call the toll-free number, 1-844-833-3816. You can also get a Proof of Claim at the website or by calling the toll-free number, 1-844-833-3816.

## Legal Notice

### **If You Leased an Oil & Gas Leasehold or Working Interest in Oklahoma or Kansas Between December 27, 2007 and April 1, 2013,**

### **You May Be Eligible for a Payment from a \$6.95 Million Settlement**

There is a Settlement with Chesapeake Energy Corp., Chesapeake Exploration, L.L.C., and Tom L. Ward, and their affiliates (collectively, “Defendants”) in a class action lawsuit about fixing the prices paid to leaseholders in exchange for the right to explore for and produce minerals on the land. The lawsuit claims that Chesapeake and SandRidge Energy, Inc. and SandRidge Exploration and Production, L.L.C. (“SandRidge”) unlawfully conspired to fix, raise, maintain, or stabilize lease bonuses and royalties in the Mississippi Lime Play of the Anadarko Basin Region, to reduce payments to the leaseholders (“Plaintiffs”).

Plaintiffs claim that Chesapeake and Sandridge conspired to fix or set low bonus prices and royalties paid to the Plaintiffs in exchange for the chance to lease the leasehold or working interests. As a result, the leaseholders did not receive as high of a price for leasing their minerals or working interests to Chesapeake and SandRidge as they should have received. Chesapeake and SandRidge deny these claims and maintain they did nothing wrong. Plaintiffs in this lawsuit have brought an antitrust claim under the Sherman Act against Defendants.

#### **Am I included?**

You are included in the Settlement if you (individual or entity):

- Owned land within the Mississippi Lime Play (see below for definition);
- And at any time between December 27, 2007 and April 1, 2013;
- You signed a lease with Chesapeake or SandRidge (or their affiliates or agents, such as landmen) that gave them the right to explore for and produce minerals that you own;
- And Chesapeake or SandRidge (or their affiliates or agents, such as landmen) paid you a bonus and/or royalty payment in connection with that lease.

For purposes of this Class, the Mississippi Lime Play includes all depths and formations within the Oklahoma counties of Alfalfa, Blaine, Creek, Dewey, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Logan, Lincoln, Major, Noble, Osage, Pawnee, Payne, Tulsa, Washington, Woods, and Woodward, and the Kansas counties of Barber, Butler, Chase, Chautauqua, Cheyenne, Clark, Coffey, Comanche, Cowley, Dickinson, Edwards, Elk, Finney, Ford, Gove, Grant, Gray, Greenwood, Harper, Harvey, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Lane, Logan, Lyon, Marion, McPherson, Meade, Montgomery, Morris, Ness, Pawnee, Pratt, Rawlins, Reno, Rice, Rush, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Stafford, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, and Woodson.

#### **What does the Settlement provide?**

The Settlement will create a \$6.95 million Settlement Fund that will be used to pay eligible Class Members who submit valid claims. More details are in a document called the Settlement Agreement, which is available at [www.anadarkosettlement.com](http://www.anadarkosettlement.com).

#### **How can I get a payment?**

You will need to complete and submit a Proof of Claim by June 24, 2019. Claims may be submitted online at [www.anadarkosettlement.com](http://www.anadarkosettlement.com) or call the toll-free number 1-844-833-

3816 to request a Proof of Claim mailed to you. If you submit a Proof of Claim with your contact information, you will receive future notifications containing additional important information, including with respect to any future Settlements. You may also download and mail your completed Proof of Claim to:

Anadarko Settlement  
P.O. Box 404073  
Louisville, KY 40233-4073

**What are my rights?**

If you don't want any benefits from this Settlement, and you want to keep the right to sue Defendants about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Class. If you want to keep your right to sue Chesapeake, SandRidge, or Tom L. Ward, you must exclude yourself from the Class by **April 4, 2019**. If you stay in the Class, you may object to the Settlement by **April 4, 2019**. If you do nothing, you will forgo any of the benefits from this Settlement, lose your right to sue Chesapeake, SandRidge, or Mr. Ward for the alleged conduct, and be bound by the Court's decisions concerning the Settlement.

The Court will hold a hearing on **April 25, 2019** to consider whether to approve the Settlement and approve Class Counsel's request of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs and expenses. You or your own lawyer may appear and speak at the hearing at your own expense and you must make the request by **April 11, 2019**. Contact the Claims Administrator at Anadarko Settlement, P.O. Box 404073, Louisville, KY 40233-4073, or email [info@anadarkosettlement.com](mailto:info@anadarkosettlement.com), or call the toll-free number, 1-844-833-3816 with the name of the case “*In re Anadarko Basin Oil and Gas Lease Antitrust Litigation*” and case number “16-cv-209-HE” for more information. Please do not contact the court with questions about the settlement.

**1-844-833-3816    [www.anadarkosettlement.com](http://www.anadarkosettlement.com)**