

STATE OF WYOMING)
) SS.
COUNTY OF SWEETWATER)

IN THE DISTRICT COURT
THIRD JUDICIAL DISTRICT

Civil Action No. C-01-385 -R

ROBERT W. SCOTT, INDIVIDUALLY AND AS MANAGING)
MEMBER OF **R.W. SCOTT INVESTMENTS, LLC**,)
SUIING ON BEHALF OF HIMSELF AND ALL OTHERS)
SIMILARLY SITUATED ROYALTY OWNERS,)
)
PLAINTIFF,)
)
VS.)
)
SAMSON RESOURCES COMPANY, A FOREIGN CORPORATION,)
)
DEFENDANT.)

**ORDER ON FINAL HEARING, FINAL CERTIFICATION OF SAMSON SETTLEMENT CLASS, AND
FINAL APPROVAL OF THE SAMSON CLASS SETTLEMENT**

Pursuant to the Court's *Order on Provisional Certification of the Samson Settlement Class* and the *Notice Of Pendency Of The Class Action Proposed Settlement And Hearing* ("Notice") sent to each potential class member, a final hearing on the reasonableness and fairness of the proposed settlement was held on September 10, 2007, in Green River, Wyoming. As required by the *Order on Provisional Certification*, Class Counsel filed with the Court a *Report on Status of Class Notice Pursuant to Wyo.R.Civ.P. 23(c)(2)* ("Class Counsel's Report"). *Class Counsel's Report* confirms (1) Zero (0) objections were filed to the Class Settlement, (2) that Six Hundred (600) potential class members remained as Settlement Class Members and (3) that Two (2) potential class members opted out of the settlement class. At the hearing, Cody L. Balzer represented the Plaintiffs and appeared as Class Counsel. Drake D. Hill represented and appeared on behalf of Samson Resources Company ("Samson"). Also present was Mark Lauer

of Samson. The Court reviewed *Class Counsel's Report*; the materials filed in the matter including the comments offered at the hearing.

Pursuant to Wyo.R.Civ.P.23 and 54, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Robert W. Scott, individually and as managing member of R.W. Scott Investments, LLC ("Plaintiffs"), filed a suit against Samson alleging individual claims and class action claims seeking, among other things, declaratory and compensatory relief. Plaintiffs sought certification of a class, including themselves, under Wyo.R.Civ.P. 23(b)(2) and (b)(3) for declaratory relief and for money damages. The Court had previously certified a class pursuant to Wyo.R.Civ.P. 23.
2. Plaintiffs and Samson agreed to settle this action on terms memorialized in the Settlement Agreement executed by and between the parties effective November 1, 2006 (the "Settlement Agreement"). The Settlement Agreement is attached to *Plaintiffs' Motion For Provisional Certification of the Samson Settlement Class* as Exhibit 1 and incorporated fully herein. All capitalized terms used in this Order and not defined herein shall have the meanings set forth in the Settlement Agreement. In the event of any conflict between the descriptions in these paragraphs and the more detailed terms of the Settlement Agreement, the Settlement Agreement shall govern.
3. This suit involves claims brought under the Wyoming Royalty Payment Act, Wyo. Stat. §§ 30-5-301, et seq. ("*Wyoming Royalty Payment Act*") for Disputed Deductions, Valuation Claims, Statutory Interest, Reporting Claims and Attorneys Fees as those terms are defined in the Settlement Agreement.
4. The Court has jurisdiction and venue over this suit and the Settlement Class. Under

Wyo.R.Civ.P.23(c), approval of this Court is required for any settlement and dismissal of this action.

Certification of the Settlement Class

5. For the purpose of settlement, the court finds that:

(i) The Settled Claims as defined in the Settlement Agreement all arise from the same nucleus of operative facts and form part of the same case or controversy as alleged against Samson in the Complaint so that all of the claims approved for settlement by this Order were or could have been asserted as class claims in this Action.

(ii) The Settlement Class Members are so numerous that joinder is impractical.

(iii) There are questions of law and fact common to the Settlement Class Members and Plaintiff.

(iv) The questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual members, and a settlement of Settlement Class Members' claims by a class action under W.R.Civ.P. 23 is superior to other available methods for the fair and effective settlement and adjudication of the controversy.

(v) Plaintiffs' claims are typical of the Settlement Class Members' claims.

(vi) Settlement Class Members have no special interest in individually controlling the prosecution of separate actions.

(vii) Class Counsel is experienced and fully qualified.

(viii) Plaintiffs are adequate representatives of the Settlement Class and will fairly and adequately represent the interests of Settlement Class Members.

(ix) No significant difficulties are likely to be encountered in the management of the action as a class action for settlement purposes.

(x) Exhibit 1 to this Order is a list of those potential members of the Settlement Class who have not filed timely notice of their request to be excluded from the Settlement Class. The Court hereby certifies as members of the Settlement Class those royalty payees as set forth in Exhibit 1 to this Order. Those royalty payees set forth in Exhibit 2 have filed timely notice of their request to be excluded from the Settlement Class and, consequently, are specifically excluded from the Settlement Class and are not bound by this Order nor entitled to the benefits provided in this Order.

Notice of Pendency of the Class Action Proposed Settlement and Hearing

6. Pursuant to the *Order on Provisional Certification of the Samson Settlement Class* and Wyo.R.Civ.P.23(e), Class Counsel provided notice to the parties listed on Exhibits 1 and 2 of the compromise and settlement reached in this action (the "Notice"). A copy of the Notice is attached to *Plaintiffs' Motion For Provisional Certification of the Samson Settlement Class* as Exhibit 2. In addition, Class Counsel provided an amended notice to the parties listed on Exhibits 1 and 2 of the compromise and settlement reached in this action (the "Amended Notice"). A copy of the Amended Notice is attached to Plaintiff's *Unopposed Motion to Amend Class Notice and Extend Deadlines* ("Motion to Extend").

The Amended Notice was necessary for the reasons described in Plaintiff's Motion to Extend.

7. According to the *Report on Status of Class Notice Pursuant to Wyo.R.Civ.P. 23(c)(2)* filed with this Court by Class Counsel ("Class Counsel's Report"), the Notice was sent via U.S.P.S. certified mail service to all parties on Exhibits 1 and 2. According to Class Counsel's Report, the Amended Notice was sent via U.S.P.S. regular mail service to Five Hundred Fifty (550) of the owners listed on Exhibits 1 and/or 2 and via U.S.P.S. certified mail service to Fifty Two (52) of the owners listed on Exhibits 1 and/or 2. *Class Counsel's Report* confirms Zero (0) objections were filed to the Class Settlement and Six Hundred (600) Royalty Payees remained as Settlement Class Members.
8. Reasonable and adequate notice of the certification of the Settlement Class and the settlement of claims of Settlement Class Members was given through sending of the Notice as approved in the Court's *Order on Provisional Certification* and through sending of the Amended Notice as approved in the Court's *Order Granting the Unopposed Motion to Amend Class Notice and Extend Deadlines*.

Approval of the Settlement Agreement

9. The proposed settlement as set forth in the Settlement Agreement was made in good faith.
10. The proposed settlement as set forth in the Settlement Agreement constitutes a fair, adequate and reasonable settlement of all Settled Claims.
11. This court finds after considering all the circumstances that the Settlement Agreement is fair and equitable and should be approved.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

- A. The Settlement Class Members listed in Exhibit 1 are certified as a class under Wyo.R.Civ.P. 23 for purposes of settlement only of Settled Claims, and shall proceed with settlement as provided in this Order.
- B. As of the Approval Event, any Settlement Class Member who has not timely and properly opted out of the Settlement Class shall be deemed, by that fact, to have released Samson and Samson's Additional Released Parties as provided in the Settlement Agreement whether or not the Settlement Class Member endorses and presents a Distribution Check.
- C. Following the Approval Event, each Settlement Class Member as defined shall become fully bound by all of the releases and other obligations and conditions as set forth herein and in the Settlement Agreement.
- D. Except as necessary to enforce this Order and the Settlement Agreement, Plaintiffs, Settlement Class Members and their heirs, personal representatives, assigns, and successors are barred from bringing claims against Samson or Samson's Additional Released Parties, as defined in the Settlement Agreement, for Settled Claims as set forth in the Settlement Agreement.
- E. Not including amounts previously paid to Settlement Class Members which constitutes a portion of the consideration for the Settlement, Samson shall pay a principal settlement amount of One Million Dollars (\$1,000,000.00) ("Settlement Amount") in accordance with the Settlement Agreement.
- F. The Settlement Amount shall have accrued interest in the amount of Forty Seven Thousand Six Hundred Twenty Three Dollars and Fifty Six Cents (\$47,623.56). All

such interest should be payable to Settlement Class Members. Class Counsel should receive no portion of the interest. Samson shall pay the accrued interest in addition to the amounts set forth in paragraph E. above.

G. The Settlement Amount plus accrued interest totals One Million Forty Seven Thousand Six Hundred Twenty Three Dollars and Fifty Six Cents (\$1,047,623.56) and shall be paid as follows:

1. The aggregate amount to be paid by Samson to Plaintiffs and Settlement Class Members, including interest but excluding the class representative fee and excluding the amounts payable to the non-Settlement Class Member royalty payees identified in Exhibit 2, is and shall be Six Hundred Two Thousand Three Hundred Eleven Dollars and Eighty One Cents (\$602,311.81) (“Payable Settlement Sum”), which aggregate sum shall be paid to the order of the Settlement Class Members—or their successors in interest—by Distribution Checks in the amounts and payable to the persons as set forth in Exhibit 3 to this Order; provided, however, that in the event successor or alternative payees are identified after entrance of this Order, Samson shall reissue to the new payee a Distribution Check as reasonably requested by Class Counsel within ten (10) business days of said written request. Samson shall have no liability to any Settlement Member Class Member due to payment of their share of the Settlement Amount to another person or entity based on written (including email) instructions from Class Counsel. Samson may prepare a single Distribution Check for each owner identified on Exhibit 3 even though that owner appears on multiple lines with different owner numbers used for identifying the original

owner to which the settlement amount relates. In addition, the Distribution Checks may refer to an owner number which is different than as listed on Exhibits 1 or 3.

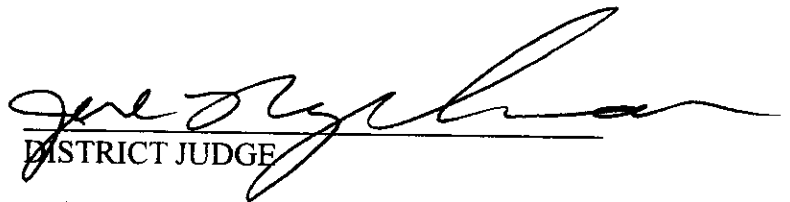
2. The reasonable fees of Class Counsel are and shall be Four Hundred Thousand Dollars (\$400,000.00) ("Permissible Class Counsel Fees") which amount shall be paid to the order of the Murdock Law Firm, P.C. Trust Account on behalf of Class Counsel.
 3. The reasonable litigation costs are and shall be Thirty Five Thousand Dollars (\$35,000.00) ("Litigation Costs") which amount shall be paid to the order of the Murdock Law Firm, P.C. Trust Account on behalf of Class Counsel.
 4. The reasonable fees and costs for the class representative shall be a total of Ten Thousand Dollars (\$10,000.00) ("Class Representative Fee") which amount shall be paid to the order of R.W. Scott Investments, LLC.
 5. The amount of Three Hundred Eleven Dollars and Seventy Five Cents (\$311.75) is attributable to the owners identified in Exhibit 2 inclusive of interest and shall be retained by Samson.
- H. Upon entry of this Order and within twenty (20) days of satisfaction of the Approval Event, as that term is defined in the Settlement Agreement, which date is anticipated as being on or about November 2, 2007, Samson shall provide to Class Counsel the checks in the amounts and payable to the persons as set forth in paragraphs G.1 through G.4 above. Class Counsel shall promptly distribute all such checks and payments to the persons entitled thereto.
- I. Notwithstanding the above, with respect to the settlement proceeds allocated to owner

William M. Lansdale (Owner 20240), the Court recognizes that owner Lonesome Dove Petroleum Co. ("Lonesome Dove") (Owner 53522) has made claim to Mr. Lansdale's settlement proceeds. At the current time, there has not been a final resolution on the proper payee for these settlement funds. If on or before October 5, 2007, owner William M. Lansdale agrees that Lonesome Dove is entitled to his settlement proceeds, then Samson shall issue a Distribution Check to Lonesome Dove for those amounts allocated on Exhibit 3 to William M. Lansdale. If owner William M. Lansdale has not agreed that Lonesome Dove is the proper payee by October 5, 2007, then Samson shall issue a Distribution Check payable to the Clerk of District Court for Sweetwater County, Wyoming, on behalf of William M. Lansdale and for the full amount identified in Exhibit 3. Class Counsel shall then see that said funds are deposited with the Clerk of District Court for the Third Judicial District, State of Wyoming, pending final resolution on who is entitled to said funds. In the event that the settlement proceeds are deposited with the Clerk of District Court, both William A. Lansdale and Lonesome Dove shall be notified of such action pending a final determination on the proper payee or whether said funds should be transferred to another Court with jurisdiction over their disputes.

- J. Upon entry of this Order and satisfaction of the Approval Event, as that term is defined in the Settlement Agreement, the Reserved Claims as that term is defined in the Settlement Agreement will be deemed severed from the Settled Claims and will be dismissed without prejudice upon separate motion by the Parties or as requested in the stipulated satisfaction described in the next paragraph.
- K. Upon entry of this Order and satisfaction of the Approval Event, as that term is

defined in the Settlement Agreement, Class Counsel and counsel for Samson shall file a stipulated satisfaction and order of dismissal with prejudice of all Settled Claims for past periods. The order of dismissal with prejudice of the Settled Claims shall be entered by the Court and shall be considered a final appealable order under Wyo.R.Civ.P.54. To the extent such may be necessary in light of the Reserved Claims, this Order is hereby certified as final and appealable under Wyo.R.Civ.P. 54(b).

DONE IN OPEN COURT this 17th day of September, 2007.


DISTRICT JUDGE

Copies to:

Cody L. Balzer
Nick Murdock
Drake D. Hill

CERTIFICATE OF SERVICE

I hereby certify that I served a true and complete copy of the Order on Final Hearing, Final Certification of Samson Settlement Class, and Final Approval of the Samson Class Settlement (without exhibits) on the 17th day of August, 2007, and that copies were served as follows:

Mr. Cody L. Balzer
Balzer Law Firm
1770 Monarch Circle
Loveland, CO 80538

U.S. Mail

Mr. J. Nicholas Murdock
Murdock Law Firm, P.C.
139 West Second Street, Suite 1-B
Casper, WY 82601


U.S. Mail

Mr. Drake Hill
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159 North Wolcott, Suite 200
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Ms. Stephanie Anesi
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Ellen Wilson, CPS Judicial Assistant to
Jere Ryckman, District Judge