

IN THE DISTRICT COURT OF BLAINE COUNTY
STATE OF OKLAHOMA

MARK STEPHEN STRACK, SOLE SUCCESSOR TRUSTEE
OF THE PATRICIA ANN STRACK REVOCABLE TRUST
DTD 2/15/99 AND THE BILLY JOE STRACK REVOCABLE
TRUST DTD 2/15/99, AND
DANIEL A. RENNER, SOLE SUCCESSOR TRUSTEE OF THE
PAUL ARIOLA LIVING TRUST AND THE HAZEL ARIOLA
LIVING TRUST,

FOR THEMSELVES AND ALL OTHERS
SIMILARLY SITUATED,

PLAINTIFS,

vs.

CONTINENTAL RESOURCES, INC.,

DEFENDANT.

CASE NO. CJ-2010-75

**AFFIDAVIT OF MARKHAM SHERWOOD RE MAILING OF NOTICE AND REPORT
ON OPT OUTS AND OBJECTIONS RECEIVED**

Markham Sherwood, being first duly sworn, states upon his oath:

1. My name is Markham Sherwood and I am over the age of 18 years, of sound mind, and have personal knowledge of the facts set forth herein.
2. I am a Director of Class Action Services for KCC Class Action Services, LLC ("KCC"), located at 3301 Kerner Boulevard, San Rafael, CA 94901. KCC was selected as the Notice Administrator for the Settlement in this matter.
3. On or before April 4, 2018, as Notice Administrator, KCC received computerized excel spreadsheets containing the Class Member List with the last known addresses of Class

Members from Class Counsel, containing 32,882 records.

4. On or before April 12, 2018, KCC caused the addresses in the Class Member Lists to be updated using the National Change of Address system, which updates addresses for all people who had moved during the previous four years and filed a change of address with the U.S. Postal Service. New addresses were found for 1,635 class members. The Class Member List was updated with these new addresses.

5. On or before April 12, 2018, KCC performed data analysis on the Class Member Lists to identify and remove records with bad or duplicate addresses. This analysis resulted in the removal of 235 records with bad or duplicate addresses.

6. On April 17, 2018, KCC caused to be mailed by first class mail 32,647 copies of the Notice of: (1) Proposed Settlement of Class Action; (2) Motion for Attorneys' Fees and Expenses; and (3) Fairness Hearing (the "Notice"), to all the names and addresses shown on the updated class lists. A true and correct copy of the Notice is attached hereto as Exhibit A.

7. On April 6, 2018 KCC established a toll-free call-in number (1-866-666-6721) to address class member inquiries and to provide information about the settlement. As of May 30, 2018, KCC has received and handled 298 telephone calls to this number.

8. On April 6, 2018, KCC caused a settlement website to be established at www.strackvscontinental.com. The website is posted with copies of the Notice, Settlement Agreement, Order Preliminarily Approving Settlement, Order on Plan of Notice, List of Class Wells, Joint Motion to Approve Settlement, Order on Joint Motion for Certification of Class, and the Motion for Attorneys' Fees and Expenses. The website also includes lists of important dates, deadlines, and frequently asked questions about the proposed settlement. During the period of April 6, 2018 through May 30, 2018, there were 23,200 hits from 2,055 unique visitors to the

website. This website will remain active during the administration of the Settlement and available to Class Counsel to add documents and provide information to the Class Members.

9. On May 1, 2018, KCC received from Class Counsel additional excel spreadsheets from Class Counsel where Defendant was able to identify a number of additional or possible Class Members. KCC aggregated the spreadsheets into one file and standardized the address formatting, de-duplicated the list first amongst the new address information and subsequently against the original Notice mailing data, resulting in 1,243 new names and addresses to be sent Notice as part of a supplemental mailing. On May 8, 2018, KCC caused to be mailed by first class mail 1,243 copies of the Notice to all of the newly identified names and addresses on the supplemental list.

10. As of May 30, 2018, 3,621 Notices were returned to KCC by the U.S. Postal Service without forwarding addresses. KCC researched, via skip trace, addresses for the 3,621 class members, and 2,009 new addresses were found. The Class Member List was updated with these new addresses and Notices were re-mailed to the 2,009 class members using the new addresses.

11. Of the total number of 33,890 Notices mailed, it is presumed that more than 95% of the Class Members on the Class Lists received the Notices. A copy of the names and addresses to whom Notice was mailed will be filed under seal with the Court Clerk of Blaine County pursuant to ¶8 of the Order on Plan of Notice.

12. As of the date of this affidavit, KCC has received 254 requests for exclusion from the Settlement including 20 requests postmarked after the May 17, 2018 deadline as set forth in the Notice that KCC is informed were granted an extension to file. A report containing information regarding the requests for exclusion is attached hereto as Exhibit B. The Notice

provided as follows:

“Your written Opt-out **must** be mailed on or before **May 17, 2018 at 5 p.m. CDT** to both the Court and Notice Administrator at the following addresses:

Court Clerk of Blaine County	Strack v. Continental Notice Administrator	Strack v. Continental Notice Administrator
212 N. Weigle	c/o KCC Class Action Services	c/o KCC Class Action Services
Watonga, OK 73772	P.O. Box 404041	3301 Kerner Blvd.
	Louisville, KY 40233-4041	San Rafael, CA 94901 (for FedEx)

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.” [Emphasis in Notice.]

Exhibit B only includes the requests for exclusions received by KCC and does not include any Opt-outs that may have only been mailed to the Court Clerk of Blaine County.

13. As of the date of this affidavit, KCC has received **NO** Objections to the Settlement and **three (3)** Objections to the Request for Attorneys’ Fees and Expenses. The Notice provided:

“Your written Objection **must** be mailed on or before **May 17, 2018 at 5 p.m. CDT** to both the Court and Notice Administrator at the following addresses:

Court Clerk of Blaine County	Strack v. Continental Notice Administrator	Strack v. Continental Notice Administrator
212 N. Weigle	c/o KCC Class Action Services	c/o KCC Class Action Services
Watonga, OK 73772	P.O. Box 404041	3301 Kerner Blvd.
	Louisville, KY 40233-4041	San Rafael, CA 94901 (for FedEx)

Further, in order for the Objection to be valid, you must appear either in-person or through your own counsel at the Fairness Hearing to present the Objection and allow the Court to fully examine the basis, strength and veracity of the Objection. You may retain independent counsel to represent you at the Fairness Hearing; however, failure of a Class Member to submit a proper Objection may result in the Objection being treated as a Written Comment.

The Court will review and consider all properly submitted Written Comments and Objections; however, a Class Member who fails to follow the procedure for submitting an Objection to the Settlement and/or requested Attorneys’ Fees and Expenses as set forth herein shall not be permitted to pursue an Objection at the Fairness Hearing or on appeal, and such failure will constitute a waiver of any Objection to the Settlement and/or award of Attorneys’ Fees and Expenses.” [Emphasis in Notice.]

Copies of the three objections received by KCC are attached hereto as Exhibit C. Exhibit C includes only those Objections received by KCC and does not include any Objections that may have only been mailed to the Court Clerk of County Baine.

14. As of the date of this affidavit, KCC has received **34** objections to the allocation of the settlement payment from a particular royalty interest solely to the Current Sub-Class 1 Owner. A report containing information regarding objections is attached hereto as Exhibit D.

Exhibit A

IN THE DISTRICT COURT OF BLAINE COUNTY, STATE OF OKLAHOMA

MARK STEPHEN STRACK, SOLE SUCCESSOR TRUSTEE OF THE)
 PATRICIA ANN STRACK REVOCABLE TRUST DTD 2/15/99 AND)
 THE BILLY JOE STRACK REVOCABLE TRUST DTD 2/15/99, AND)
 DANIELA A. RENNER, SOLE SUCCESSOR TRUSTEE OF THE PAUL)
 ARIOLA LIVING TRUST AND THE HAZEL ARIOLA LIVING TRUST,)
 FOR THEMSELVES AND ALL OTHERS SIMILARLY SITUATED,)
 PLAINTIFFS,)
 VS.)
 CONTINENTAL RESOURCES, INC.,)
 DEFENDANT.)

CASE NO. CJ-2010-75
 (JUDGE HLADIK)

**NOTICE OF: (1) PROPOSED SETTLEMENT OF CLASS ACTION;
 (2) MOTION FOR ATTORNEYS’ FEES AND EXPENSES; AND (3) FAIRNESS HEARING**

This is not a solicitation from a lawyer. This Notice is given pursuant to the Order of the District Court of Blaine County, Oklahoma (the “Court”), pursuant to Okla. Stat. tit. 12, § 2023. *If you belong to the Settlement Class and this Settlement is approved, your legal rights will be affected.* **YOU DO NOT NEED TO DO ANYTHING TO REMAIN A PART OF THIS SETTLEMENT CLASS.**

IF YOU DO NOT WANT TO BE IN THE SETTLEMENT CLASS, YOU HAVE TO NOTIFY THE COURT USING THE OPT-OUT PROCEDURE SET OUT BELOW.

Read this Notice carefully to see what your rights and options are in connection with this Settlement.

- On April 3, 2018, the Court preliminarily approved a Settlement in the above-captioned Class Action Litigation (capitalized terms not otherwise defined in this Notice shall have the meanings attributed to those terms in the Settlement Agreement).¹
- This Settlement relates ONLY to Continental Resources, Inc.’s (“Continental”) royalty payments (not overriding royalty payments) for the Class Wells located in the State of Oklahoma, and ONLY to payment for hydrocarbons produced from the Class Wells to the extent of Continental’s working interest ownership in the Class Wells. To determine if a well in which you own a royalty interest is included in this Settlement, **you may obtain a list of the Class Wells by visiting www.StrackvsContinental.com.**
- If you received this Notice, or if you received oil or gas royalty payments from Continental (or possibly from another well operator who was distributing royalties for Continental) on a Class Well since July 1, 1993, you are likely a member of the Settlement Class (or possibly a royalty distributor who distributed royalties for Continental). Please see the formal definition of the Settlement Class listed below in Question No. 1 “**Why did I receive this Notice?**”
- This Settlement involves three separate time periods (Continental’s agreement as to each time period is different) and your participation in this Settlement may relate to any one, two or all three of the time periods, depending upon the production dates from your Class Well:

	“Claim Period 1”	“Claim Period 2”	“Future Period”
Beginning of period	July 1993 Production	December 2015 Production	First Production Month after the end of the Adjustment and Additional Consideration Period (<i>estimated mid-2019</i>)
End of period	November 2015 Production	End of the Adjustment and Additional Consideration Period (<i>estimated mid-2019</i>)	Perpetual (unless the law changes)
To settle the Released Claims, Continental has agreed to:	Pay Sub-Class 1 Members their allocated share of \$49,800,000.00	Pay Sub-Class 2 Members for gathering charges deducted, with 9% interest, unless the lease has an Express Deduction Clause	Not deduct Gathering Charges, unless the lease has an Express Deduction Clause; Not deduct Processing or Transportation Charges if the lease has an Express No Deduction Clause prohibiting such deductions

¹ This Notice only summarizes the Settlement Agreement and the documents referenced therein, which fully describe the terms of the Settlement. Please refer to the Settlement Agreement for a complete description of the terms and provisions of the Settlement, available at www.StrackvsContinental.com.
 Questions? Call Toll Free 1-866-666-6721 or Visit www.StrackvsContinental.com or Email info@StrackvsContinental.com

YOUR LEGAL RIGHTS AND OPTIONS

You Do Not Need To Take Any 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 (but if you no longer own your minerals, then see below). The portion of the Net Sub-Class 1 Payment and/or Net Sub-Class 2 Payment to which you are entitled will be calculated and paid as part of the administration of the Settlement. Further, **you will also automatically receive the benefit of Continental's agreement during the Future Period** to: (1) not deduct Gathering Charges from your royalties, unless your lease has an express clause that allows Continental to make deductions for Gathering Charges from your royalties (an "Express Deduction Clause"); (2) not deduct Processing Charges from your royalties, if your lease has an express clause that prohibits Continental from making deductions for Processing Charges from your royalties (an "Express No Deduction Clause" for Processing Charges); and (3) not deduct Transportation Charges from your royalties, if your lease has an express clause that prohibits Continental from making deductions for Transportation Charges from your royalties (an "Express No Deduction Clause" for Transportation Charges).

You Have The Right To Opt-Out Of The Settlement Class, Or File Written Comments Or Objections To the Settlement Or Attorneys' Fees And Expenses, But If You Elect To Do So, You Must File With The Court By May 17, 2018 at 5 p.m. CDT

Opt-Out: You May Exclude Yourself From The Settlement By Opting-out Of The Settlement

If you do not wish to be a member of the Settlement Class, you must exclude yourself and you will not receive any payment from the Settlement or the Future Production Period benefits. See the required process described in Answer to Question No. 21.

Written Comment: If You Remain In The Settlement Class, You May File A Written Comment (Supporting Or Opposing) The Settlement Or The Attorneys' Fees And Expenses

If you remain a member of the Settlement Class, you may submit written comments concerning the Settlement and/or Class Counsel's request for an award of Attorney's Fees and Expenses, either supportive or non-supportive. See the required process described in Answer to Question No. 23.

Objection To The Settlement: If You Remain In The Settlement Class, You May File An Objection To The Settlement

If you remain a member of the Settlement Class, you may object to the fairness of the Settlement by submitting a written objection to the Settlement. See the required process described in Answer to Question No. 24.

Objection To The Attorneys' Fees And Expenses: If You Remain In The Settlement Class, You May File An Objection To Class Counsel's Request for Attorneys' Fees And Expenses

If you remain a member of the Settlement Class, you may object to the reasonableness of Class Counsel's Request for an award of Attorneys' Fees and Expenses by submitting a written objection. See the required process described in Answer to Question No. 24.

Objection To Payments To Current Owner Rather Than The Prior Owner

If you no longer own minerals in a Class Well, the Payments will be made to the current owner, not you. If you object to this payment, you must file an objection. See Answer to Question No. 15.

The Fairness Hearing On The Settlement And Attorneys' Fees And Expenses Will Be Held On June 11, 2018 at 9:00 A.M. At the Garfield County Courthouse In Enid, OK

Fairness Hearing: June 11, 2018 at 9:00 A.M. At the Garfield County Courthouse In Enid, OK

The Fairness Hearing is open to the public. **You are NOT required to attend the Fairness Hearing to be part of the Settlement Class. However, you are required to appear in-person or through your own attorney at the Fairness Hearing to present any Objection you may have filed.** Your failure to submit a proper Objection (or appear in-person or through counsel) may result in the Objection being treated as a Written Comment, rather than an Objection. See Answer to Question No. 24.

INDEX TO NOTICE

1.	Why Did I Receive This Notice?.....	4
2.	Who Are The Class Members?.....	4
3.	Who Are The Class Representatives?.....	4
4.	Who Are The Class Counsel?.....	4
5.	Who Are The Released Parties?	4
6.	What Is The Class Action Litigation About?.....	5
7.	What Are The Production Periods Involved In The Settlement?.....	5
8.	What Has Continental Agreed To Do Under The Settlement?.....	5
9.	What Is The Total Value Of The Settlement To The Class?	6
10.	How Are The Terms “Gathering Charges”, “Processing Charges” And “Transportation Charges” Defined In The Settlement Agreement?	6
11.	Have The Class Representatives Agreed In This Settlement That Continental Is Entitled To Make Any Deductions From The Class?	7
12.	During Claim Period 2, Why Is There An Expected 12- To 18-Month “Adjustment And Additional Consideration Period”?.....	7
13.	Am I Required To Hire An Attorney?	7
14.	How Will Class Counsel Be Paid For Their Services?.....	7
15.	I Sold My Mineral Interest; Will I Receive A Settlement Payment?.....	7
16.	How Will The Amount Of My Payments Be Determined?	8
17.	If I Don’t Exclude Myself From The Class, What Claims Against Continental Will Be Released By The Settlement?.....	9
18.	If I Don’t Exclude Myself From The Class, Can I Sue The Released Parties For Underpayment Of Royalties?	10
19.	I Have Two Class Wells Involved In This Litigation; Can I Exclude Myself From The Settlement As To One Well And Remain In The Class And Receive The Settlement Benefits For The Other Well?	10
20.	What’s The Difference Between Objecting And Excluding Myself?.....	10
21.	If I Decide To Exclude Myself From The Settlement (“Opt-Out”), What Do I Need To Do?	10
22.	What’s The Difference Between Objecting And Submitting A Written Comment On The Settlement?	11
23.	If I Decide To Submit A Written Comment, What Do I Need To Do?	11
24.	If I Don’t Exclude Myself From The Settlement, But I Decide To Object To Something About The Settlement Or The Request For Attorneys’ Fees And Expenses, What Do I Need To Do?	11
25.	If The Court Denies My Objection, Can I File An Appeal?	12
26.	When And Where Will The Court Decide Whether To Approve The Settlement And The Request For Attorneys’ Fees And Expenses?.....	12
27.	How Do I Get More Information About The Litigation, The Settlement Or My Rights And Options?	12

1. WHY DID I RECEIVE THIS NOTICE?

You are being sent this Notice because you may be a member of the Settlement Class in the Class Action Litigation. Continental's payment history records reflect you have received payments from Continental (or you have distributed royalties on behalf of Continental) for oil and gas production proceeds from oil and gas wells in Oklahoma during the Claim Period (*see* 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 Amended Petition filed in the Litigation and attached to the Settlement Agreement as Exhibit "A." This Notice explains the claims being asserted in the Litigation, explains the Settlement, and explains your rights related to the Settlement.

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 (*see* Answer to Question 2, "Who are the Class Members?"), 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 the Settlement, after any Opt-outs, Objections and appeals are resolved, the Court-appointed Settlement Administrator and Continental will cause payments to be made to Class Members in accordance with the Settlement Agreement, and Continental will implement for Class Members the appropriate no deduction benefits for the Future Production Period.

2. WHO ARE THE CLASS MEMBERS?

The Court has entered an order which certified the Settlement Class, for settlement purposes only, pursuant to 12 O.S. § 2023 (B)(3) and (C)(6)(b) and which defines who the Class Members are, both in general, and for Sub-Class 1 for Claim Period 1 and Sub-Class 2 for Claim Period 2. The "**Settlement Class**" and "**Sub-Class 1**" and "**Sub-Class 2**" are defined as:

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells that had oil or natural gas production at any time during the period from and after July 1, 1993, and prior to February 1, 2018, where Continental Resources, Inc., or any affiliate of Continental Resources, Inc. (collectively "Continental Resources, Inc."), is or was the operator and/or working interest owner/lessee under oil and gas leases, or under forced pooling orders. The Class Claims relate only to payment for hydrocarbons produced from the wells and only to the extent of Continental Resources, Inc.'s working interest ownership in the Class Wells. The Class does not include overriding royalty owners or other owners who derive their interest solely through an oil and gas lessee.

The persons or entities excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America and the State of Oklahoma, except the Commissioners of the Land Office (which is included in the Class), (2) publicly traded oil and gas exploration companies and their affiliates, and (3) any other person or entity Plaintiffs' counsel is, or may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional conduct.

Sub-Class 1 (Claim Period 1):

All persons or entities who are Class Members during Claim Period 1.

Sub-Class 2 (Claim Period 2):

All persons or entities who are Class Members during Claim Period 2 and entitled to a Sub-Class 2 Payment as determined pursuant to paragraph 3.4 of the Settlement Agreement,

3. WHO ARE THE CLASS REPRESENTATIVES?

The Court has appointed: (1) Mark Stephen Strack as Sole Successor Trustee of the Patricia Ann Strack Revocable Trust dated 2/15/99 and the Billy Joe Strack Revocable Trust dated 2/15/99; and (2) Daniela A. Renner, Sole Trustee of the Paul Ariola Living Trust and the Hazel Ariola Living Trust, as Class Representatives.

4. WHO ARE THE CLASS COUNSEL?

The Court appointed the following experienced attorneys to represent the Settlement Class as Class Counsel: (1) Douglas E. Burns and Terry L. Stowers of Burns & Stowers, P.C. and Kerry W. Caywood and Angela Caywood Jones of Park, Nelson, Caywood, Jones LLP.

5. WHO ARE THE RELEASED PARTIES?

The "Released Parties" under the terms of the Settlement Agreement are: Continental Resources, Inc., any subsidiaries or affiliates of Continental, and any officers, directors, employees, agents, representatives, predecessors, successors, members, partners and assigns thereof.

6. WHAT IS THE CLASS ACTION LITIGATION ABOUT?

Plaintiffs filed a petition as a putative class action against Continental on November 4, 2010 and filed an Amended Petition on November 5, 2014. There are over 1,600 Class Wells and over 32,000 Class Members involved in the Class Action Litigation. In the Amended Petition, Class Representatives alleged Continental: (1) failed to pay royalties on all hydrocarbons, made improper deductions for gathering, compressing, dehydrating, field fuel, treating, processing, transporting and/or marketing; (2) provided insufficient reporting; and (3) failed to receive the best price available for oil and gas production from the Class Wells. Class Counsel further asserted Continental engaged in systematic schemes to misreport and skim oil and gas production and royalty proceeds from royalty owners for over 20 years. Specifically, Class Representatives alleged breach of contract and statutory obligations, breach of fiduciary duties, breach of duties to market, breach of duties as operator, actual fraud, deceit, constructive fraud, conversion, unjust enrichment, civil conspiracy, and sought both actual and punitive damages, and sought an accounting for oil and gas production and proceeds from the Class Wells. For a more detailed understanding of the Litigation, you may review the Amended Petition which is attached as Exhibit “A” to the Settlement Agreement, which may be obtained at www.StrackvsContinental.com.

Continental has denied, and continues to deny, any and all liability to the Class Representatives, on behalf of themselves and as representatives of the Settlement Class.

7. WHAT ARE THE PRODUCTION PERIODS INVOLVED IN THE SETTLEMENT?

There are three separate periods of production or Claim Periods under the terms of the Settlement Agreement.

	“Claim Period 1”	“Claim Period 2”	“Future Period”
Beginning of period	July 1993 Production	December 2015 Production	First Production Month after the end of the Adjustment and Additional Consideration Period (<i>estimated mid-2019</i>)
End of period	November 2015 Production	End of the Adjustment and Additional Consideration Period (<i>estimated. mid-2019</i>)	Perpetual (unless the law changes)
Sub-Class	Sub-Class 1	Sub-Class 2	All Class Members

8. WHAT HAS CONTINENTAL AGREED TO DO UNDER THE SETTLEMENT?

- **Claim Period 1:** Continental has agreed to pay the Sub-Class 1 Members their allocated share of a Gross Settlement Payment of **Forty-Nine Million Eight Hundred Thousand Dollars (\$49,800,000.00)**.
- **Claim Period 2:** Continental will review its Oklahoma oil and gas leases to identify leases with “Express Deduction Clauses” or “Express NO Deduction Clauses,” to make adjustments for Claim Period 2 and the Future Production Period (the “Lease Review Period”). Continental will also review its gas production, proceeds and charges booking procedures as a result of the Settlement (the “Gas Production, Proceeds and Charges Booking Procedure Review Period”).

If the controlling lease, as determined during the Lease Review Period, does not contain an Express Deduction Clause allowing the deduction of Gathering Charges, no deduction of gathering charges identified and accounted for as such on Continental’s payment system in effect during the Sub-Class 1 time period under Continental’s policies and procedures during that period for booking gas production, proceeds and charges from the Sub-Class 2 Members’ royalty payments for Continental’s working interest share of production shall be made by Continental, and **if such gathering deductions were made during Claim Period 2, Continental will calculate the Sub-Class 2 Payment due to the Sub-Class 2 Members based on such gathering charges, and add 9% simple interest to any Claim Period 2 refund to determine the Gross Settlement Payment for Sub-Class 2 Claims.**

Although the amount of the Gross Settlement Payment for Sub-Class 2 Claims cannot be determined until after the Lease Review Period has concluded, Class Counsel have estimated the ultimate Gross Settlement Payment for Claim Period 2 to be approximately Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).

- **Future Production Period:** Beginning with the first month of production after Claim Period 2, and all times thereafter (the “Future Production Period”), but subject to paragraph 11.2 (Change in Law) of the Settlement Agreement, the following will apply to Continental’s royalty payments on Oklahoma oil and natural gas production from the Class Wells:
 - **Future Gathering Charges:** During the Future Production Period, Continental will not deduct Gathering Charges from its leased royalty owner payments on Continental’s working interest share of production unless the lease contains an Express Deduction Clause allowing for the deduction of Gathering Charges.

- **Future Processing Charges:** During the Future Production Period, Continental will not deduct Processing Charges from its leased royalty owner payments on Continental’s working interest share of production if the lease contains an Express NO Deduction Clause prohibiting the deduction of Processing Charges in the calculation of the royalty due the owner during the Future Production Period.
- **Future Transportation Charges:** During the Future Production Period, Continental will not deduct Transportation Charges from its leased royalty owner payments on Continental’s working interest share of production if the lease contains an Express NO Deduction Clause prohibiting the deduction of Transportation Charges in the calculation of the royalty due the owner during the Future Production Period.
- **Force Pooling:** During the Future Production Period, unleased mineral owners subject to a forced pooling order wherein Continental was the applicant or recipient of the Class Members’ right to drill under the forced pooling order (“Force Pooled Interests”) will be treated under the Settlement Agreement consistent with “Future Gathering Charges” above as not containing an Express Deduction Clause related to Gathering Charges. As such, Force Pooled Interests, for settlement purposes only, under the Settlement Agreement, will not be subject to Gathering Charges on Continental’s working interest share of production during Claim Period 2 or the Future Production Period.
- **Other Situations:** Except as specifically set forth under this “Future Production Period” section, the Parties have made no agreement on whether Continental may or may not deduct Gathering Charges, Processing Charges or Transportation Charges during the Future Production Period.

The value of the agreement with Continental to the Settlement Class is dependent on Continental’s future production and development in Oklahoma and is difficult to ascertain. However, **Class Counsel have estimated the value of the agreement with Continental during the first ten (10) years of the Future Production Period to be in excess of Fifty Million Dollars (\$50,000,000.00).**

- **Administrative and Compliance Costs:** Continental will incur substantial costs associated with performing the lease review required by this Settlement, and substantial costs associated with compliance with this Settlement Agreement. Continental shall use its current and historic royalty payment decks in its possession, and production and sales history in its possession, for purposes of determining the Class Well list and Class Member list. As part of the Plan of Allocation and Distribution, Continental will also make Payments to Class Members from Claim Period 1 and Claim Period 2. Continental shall bear the costs it incurs associated with researching, preparing and providing the Class Well and Class Member lists as well as making the initial Payments (as opposed to Residual Sub-Class Payments, if any).

9. WHAT IS THE TOTAL VALUE OF THE SETTLEMENT TO THE CLASS?

For Claim Period 1, Continental has agreed to pay Sub-Class Members their allocated share of \$49,800,000.00. For Claim Period 2 and the Future Production Period, the value of the settlement will be determined by the lease review, determination of the amount of gathering charges deducted during Claim Period 2 and Continental’s future production in Oklahoma during the Future Time Period. As a result, estimating the value of the Settlement during Claim Period 2 and the Future Production Period is difficult and speculative. However, Class Counsel have estimated the value of the Settlement during Claim Period 2 to be approximately \$7,500,000.00 and the value during the Future Production Period to be in excess of \$50,000,000.00.

	“Claim Period 1”	“Claim Period 2”	“Future Period”	Total Value*
Value of the Settlement to the Class	\$49,800,000.00 Sub-Class 1 Payment	\$7,500,000.00 estimated	\$50,000,000.00 estimated	\$107,300,000.00*

*Sub-Class 1 Payment + Estimated Values of Sub-Class 2 Payment and the Future Production Period benefits.

10. HOW ARE THE TERMS “GATHERING CHARGES”, “PROCESSING CHARGES” AND “TRANSPORTATION CHARGES” DEFINED IN THE SETTLEMENT AGREEMENT?

For purposes of the Settlement Agreement, the Parties have defined “Gathering Charges”, “Processing Charges” and Transportation Charges” as follows:

- **“Gathering Charges”** shall mean all types of fees, charges, and volumetric or price adjustments reflecting the consideration for services performed by the owner of a gathering system to move natural gas from the custody transfer meter on or near the well location to the inlet of a gas processing facility, or if the gas is not processed at a gas processing facility, to the inlet of an intrastate or interstate pipeline, including any consideration for gathering, fuel, compression, dehydration, and treating services performed upstream of the inlet to the gas processing plant (or upstream of the inlet to the intrastate or interstate pipeline for gas not processed at a gas processing plant).

- **“Processing Charges”** shall mean all types of fees, charges, price adjustments, reductions in value, reductions in volume, in-kind fuel, percentage of proceeds, percentage of index, and any other consideration related to the processing and movement of natural gas from the gas plant inlet meter to custody transfer meter on or near the tailgate of the processing facility into a mainline transmission pipeline; including but not limited to, processing, compression, dehydration, treating, blending, fuel, line loss, and any other services occurring inside the gas processing plant.
- **“Transportation Charges”** shall mean all types of fees, charges, price adjustments, reductions in value, reductions in volume, in-kind fuel, percentage of proceeds, percentage of index, and any other consideration related to movement of natural gas on a mainline transmission pipeline; including but not limited to, compression, dehydration, treating, blending, fuel, line loss, and any other services occurring on the mainline transmission line.

11. HAVE THE CLASS REPRESENTATIVES AGREED IN THIS SETTLEMENT THAT CONTINENTAL IS ENTITLED TO MAKE ANY DEDUCTIONS FROM THE CLASS?

No. The Settlement is structured in terms of what Continental cannot deduct from the Class Members in Claim Period 2 and the Future Production Period. (“Except as set forth in this paragraph 4 [included in this Notice as the Answer to Question 8, “What Has Continental Agreed To Do Under The Settlement”], the Parties have made no agreement on whether Continental may or may not deduct Gathering Charges, Processing Charges or Transportation Charges during the Future Production Period.” See Settlement Agreement, ¶4.5.)

12. DURING CLAIM PERIOD 2, WHY IS THERE AN EXPECTED 12- TO 18-MONTH “ADJUSTMENT AND ADDITIONAL CONSIDERATION PERIOD”?

In order for Continental to implement the Settlement Agreement related to the Future Production Period, it is necessary for Continental to: (1) review the terms of its oil and gas leases from its royalty owners (“Lease Review Period”); (2) review its gas production, proceeds and charges booking procedures (the “Gas Production, Proceeds and Charges Booking Procedure Review Period”); and (3) modify its accounting system. This extensive process will take substantial time and resources to complete, and the Parties have agreed this process “shall be completed as expeditiously as reasonably possible.”

13. AM I REQUIRED TO HIRE AN ATTORNEY?

No. The Court has appointed Class Counsel to represent you and all other Class Members in this Litigation. You will not be directly responsible to pay these attorneys for their services to you or the Class. If the Court approves the Settlement, the Court will determine how much the attorneys will be paid from the Gross Settlement Payments before the Settlement Proceeds are paid to you. If you want to be represented by your own attorney at the Fairness Hearing, you may hire one at your own expense.

14. HOW WILL CLASS COUNSEL BE PAID FOR THEIR SERVICES?

Class Counsel have filed a motion for: (a) an award of an attorneys’ fee of 40% of the Gross Settlement Payments for Claim Period 1 and Claim Period 2; (b) a Class Representatives award (sometimes called a “Case Contribution Award”) of \$100,000.00 to each of the four (4) Plaintiff trusts (i.e., a total award of \$400,000.00); and (c) expert and consultant fees, litigation expenses and Administrative Expenses, including the fees and expenses of the Settlement Administrator, in an amount not to exceed \$1,000,000.00, (collectively the “Attorneys’ Fees and Expenses”). Class Counsel will not be seeking any additional fees based upon the value of the Settlement related to the Future Time Period.

15. I SOLD MY MINERAL INTEREST; WILL I RECEIVE A SETTLEMENT PAYMENT?

No. All Current Sub-Class 1 Owners are Eligible Sub-Class 1 Members and entitled to receive a portion of the Net Sub-Class 1 Payment as determined by the procedures set forth in the Plan of Allocation and Distribution (a copy may be obtained at www.StrackvsContinental.com). Prior Sub-Class 1 Owners are not Eligible Sub-Class 1 Members absent a determination or stipulation that a Prior Sub-Class 1 Owner is entitled to receive a portion of the Current Sub-Class 1 Owner’s Net Sub-Class 1 Payment under the Plan of Allocation and Distribution. Those Sub-Class 1 Members who are Prior Sub-Class 1 Owners must object to the allocation of the Net Sub-Class 1 Payments to the Current Sub-Class 1 Owners to assert a claim for distribution of a portion of the Net Sub-Class 1 Payment attributable to the time they were an owner. The procedures for resolution of potential claims between Current Sub-Class 1 Owners and Prior Sub-Class 1 Owners are set forth in the Plan of Allocation and Distribution.

If you are a Prior Sub-Class 1 Owner, you shall have until **May 17, 2018 at 5 p.m. CDT** to submit in writing your intention to dispute allocation of the settlement payment from a particular royalty interest solely to the Current Sub-Class 1 Owner. Your written objection must contain:

- (1) A heading referring to “Case No. CJ-2010-75, District Court of Blaine County, Oklahoma”;
- (2) Information sufficient to identify the royalty interest being challenged;
- (3) Information sufficient to identify the legal basis for your objection, including proof that you, as the Prior Sub-Class 1 Owner, did not relinquish your right to recover on claims accruing during your time of ownership when title passed to your successor;
- (4) Your current address;
- (5) Your current telephone number; and
- (6) Your signature executed before a Notary Public.

Your written objection **must** be mailed on or before **May 17, 2018 at 5 p.m. CDT** to both the Court and Notice Administrator at the following addresses:

Court Clerk of Blaine County
212 N. Weigle
Watonga, OK 73772

Strack v. Continental Notice Administrator
c/o KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

Strack v. Continental Notice Administrator
c/o KCC Class Action Services
3301 Kerner Blvd.
San Rafael, CA 94901 (for FedEx)

If no objection to allocation of the settlement payment to the Current Sub-Class 1 Owner is received from you, then upon entry of this Plan of Allocation and Distribution, the Settlement Administrator will allocate the entire settlement payment due to the Current Sub-Class 1 Owner.

16. HOW WILL THE AMOUNT OF MY PAYMENTS BE DETERMINED?

The complete procedures for allocation and distribution of the Gross Settlement Payments are set forth in the Plan of Allocation and Distribution, a copy of which may be obtained at www.StrackvsContinental.com.

Sub-Class 1 Payments: Relying upon Discovery Information and Class Counsel’s Litigation Risk Analysis, the Settlement Administrator developed a model to calculate the asserted damages for the Sub-Class 1 Claim Period and the distribution of the Net Sub-Class 1 Payments at the Class Well level (the “Distribution Model”). Utilizing the Distribution Model, the Sub-Class 1 Gross Payment was allocated by gathering system or claim as follows:

- \$ 3,914,120.31 - Woodford Shale Gathering System
- \$ 6,656,720.84 - Matli Gathering System
- \$11,199,530.85 - Eagle Chief Gathering System
- \$21,427,238.03 - Other Third-party Owned Gathering Systems
- \$ 4,443,748.18 - Waste or Skim Oil Claim
- \$ 2,158,641.79 - Additional Consideration on Oil Sales
- \$49,800,000.00 - Total Gross Sub-Class 1 Payment

The Settlement Administrator shall determine the Net Sub-Class 1 Payment by subtracting the award of Attorneys’ Fees and Expenses and possible gross production taxes due, if any, and thereafter proportionately reduce the Sub-Class 1 Gross Payment by System or Claim Allocation to determine the “Sub-Class 1 Net Payment by System or Claim Allocation”.

With due consideration given to various production characteristics, such as volume of production, timing of production, and the other factors utilized in constructing the Settlement Administrator’s Damage Model, the Settlement Administrator shall further allocate each of the resulting Sub-Class 1 Net Payment by System or Claim Allocations to each Class Well determined to be connected or related to that system or claim. The Settlement Administrator shall then provide to Continental a report of the Sub-Class 1 Net Payment by System or Claim Allocation to the Class Well level and submit it to the Court for approval.

Utilizing the report of the Sub-Class 1 Net Payment by System or Claim Allocation to the Class Well level provided by the Settlement Administrator, Continental shall distribute the Net Sub-Class 1 Payments to the Eligible Sub-Class 1 Members based upon the member’s decimal interest in a Class Well as identified in Continental’s royalty payment accounting system.

Sub-Class 2 Payments: A similar procedure to the Sub-Class 1 Payments will be used for the Sub-Class 2 Payments, except Continental shall calculate the Sub-Class 2 Payment due to the Sub-Class 2 Members based on the gathering charges deducted during Claim Period 2 as they were identified and accounted for on Continental’s payment system. Continental shall then add 9% simple interest to the Claim Period 2 adjustment and provide Class Counsel a report containing information sufficient to verify the Gross Settlement Payments for Claim Period 2 and submit it to the Court for approval.

After obtaining Court approval of the Gross Settlement Payments for Claim Period 2, Continental shall proportionality reduce the Sub-Class 2 Payments by the Attorney’s Fees and Expenses awarded by the Court for Claim Period 2 and distribute to Sub-Class 2 Members through Continental’s normal payment system the Net Sub-Class 2 Payments.

You should periodically check the website at www.StrackvsContinental.com for updated information on the allocation and distribution process.

17. IF I DON'T EXCLUDE MYSELF FROM THE CLASS, WHAT CLAIMS AGAINST CONTINENTAL WILL BE RELEASED BY THE SETTLEMENT?

If you remain in the Settlement Class, you will be releasing the “Released Claims” against Released Parties, including Continental. Pursuant to the Settlement Agreement, the “Released Claims” shall mean the settled and released Class Claims which include the “Released Claims for Sub-Class 1” and the “Released Claims for Sub-Class 2”).

“**Released Claims for Sub-Class 1**” shall mean all Class Claims of the Sub-Class 1 Members or any subsidiaries or affiliates of Sub-Class 1 Members and any officers, directors, employees, agents, representatives, predecessors, successors, members, partners and assigns thereof against Continental, any subsidiaries or affiliates of Continental, and any officers, directors, employees, agents, representatives, predecessors, successors, members, partners and assigns thereof (collectively “the Released Parties”), whether asserted or unasserted, known or unknown, in contract, tort, based on statute, or any other legal or equitable ground or theory, arising out of or related to the payment, calculation, or reporting of the amount, nature, quality or quantity of production, proceeds, or royalties on hydrocarbons produced from the Class Wells during Claim Period 1, including but not limited to claims that were or could have been alleged in the Amended Petition in the Litigation, *but not the Excluded Claims as defined below*.

“**Released Claims for Sub-Class 2**” shall mean all Class Claims of the Sub-Class 2 Members or any subsidiaries or affiliates of Sub-Class 2 Members and any officers, directors, employees, agents, representatives, predecessors, successors, members, partners and assigns thereof against Continental, any subsidiaries or affiliates of Continental, and any officers, directors, employees, agents, representatives, predecessors, successors, members, partners and assigns thereof (collectively “the Released Parties”), whether asserted or unasserted, known or unknown, in contract, tort, based on statute, or any other legal or equitable ground or theory, arising out of or related to the payment, calculation, or reporting of the amount, nature, quality or quantity of production, proceeds, or royalties on natural gas and natural gas liquids produced from the Class Wells during Claim Period 2, including but not limited to claims that were or could have been alleged in the Amended Petition in the Lawsuit, *but not the Excluded Claims as defined below, and further, specifically limited to only those Sub-Class 2 Claims for gathering charges which were identified and quantified pursuant to Paragraph 3.4 of the Settlement Agreement and included as part of the Sub-Class 2 Payment*. Further, prior to the Release Date for Claim Period 2, the Court shall retain exclusive jurisdiction over the Sub-Class 2 Members’ Sub-Class 2 Claims, and during the pendency thereof, the Sub-Class 2 Members shall be prohibited from maintaining any other litigation against the Released Parties as to the Sub-Class 2 Claims which are to be released pursuant to this Settlement Agreement.

“**Excluded Claims**” shall mean:

- i. The claims asserted in Stamp Brothers vs. Continental Resources, CIV-14-182-C, U.S. District Court, Western Oklahoma;
- ii. The “Settling Owners” released claims in *Bryan Mannering, et al. v. Continental Resources, Inc.*, No. CJ-2016-47, Dist. Ct. Custer County, Oklahoma, which are as identified in the Settlement Agreement and Release entered in that case and which are limited to those Settling Owners’ interests in the Akin 1-27-22XH and Pickens Quarter 1-34-27XH wells;
- iii. Claims for interest on royalty payments made by Continental unrelated to the Class Claims and made outside the time frames prescribed by the Production Revenue Standards Act;
- iv. Royalty Payments in the Ordinary Course of Business for production months prior to the Release Date;
- v. Claims for royalty for production months for which no payment on production for that production month has been made to that royalty owner as of the Release Date;
- vi. Claims Continental failed to comply with obligations to protect the Class Members from drainage; or
- vii. Claims Continental breached obligations to the Class Members to develop Oklahoma oil and gas leases.

“**Royalty Payments in the Ordinary Course of Business**” shall mean that portion of the royalty payment a Class Member is entitled to receive on production from the Royalty Share of production proceeds paid, or to be paid, from Class Wells for a particular production month that occurs prior to the Release Date and which is:

- i. the result of retroactive price, volume or value adjustments made by a third-party purchaser of production from Continental that have not been the subject of a payment adjustment to such Class Member as of the Release Date;
- ii. the result of volumetric or cash balancing that has not been the subject of a payment adjustment to such Class Member as of the Release Date; or
- iii. being held in Continental’s suspense accounts as of the Release Date, excluding any Net Settlement Payments attributed to this Settlement Agreement.; and
- iv. any statutory interest that may be due on items i, ii or iii.

18. IF I DON'T EXCLUDE MYSELF FROM THE CLASS, CAN I SUE THE RELEASED PARTIES FOR UNDERPAYMENT OF ROYALTIES?

Not if the underpayments are based upon the Released Claims, but there are certain exceptions from the Released Claims that would allow for the future recovery of underpaid royalties if the underpayment is based upon the exceptions. For example, during both Claim Period 1 and Claim Period 2, you would NOT be releasing the “*Excluded Claims*”, which includes the “*Royalty Payments in the Ordinary Course of Business*”, as those terms are defined above. Further, during Claim Period 2, the Released Claims for Sub-Class 2 are “*specifically limited to only those Sub-Class 2 Claims for gathering charges which were identified and quantified pursuant to Paragraph 3.4 of this Settlement Agreement and included as part of the Sub-Class 2 Payment*”. Finally, there is NO RELEASE related to royalty payments related to the Future Production Period. Accordingly, if you believe you have a claim against Continental for any of these exceptions or limitations to the Released Claims, you may still assert those claims and bring an action against Continental on those claims, even if you do not exclude yourself from this Class Settlement.

19. I HAVE TWO CLASS WELLS INVOLVED IN THIS LITIGATION; CAN I EXCLUDE MYSELF FROM THE SETTLEMENT AS TO ONE WELL AND REMAIN IN THE CLASS AND RECEIVE THE SETTLEMENT BENEFITS FOR THE OTHER WELL?

NO. You have to decide whether to exclude yourself from the Settlement Class or remain in the Settlement Class. Your decision must apply to ALL of your Class Wells involved in this Class Action Litigation; you cannot make a partial election.

20. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is advising the Court you are protesting something about the Settlement or the request for Attorneys' Fees and Expenses. **You can object only if you remain a Class Member.** Excluding yourself is telling the Court 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.

21. IF I DECIDE TO EXCLUDE MYSELF FROM THE SETTLEMENT (“OPT-OUT”), WHAT DO I NEED TO DO?

To exclude yourself from the Settlement Class, you must “Opt-out” of the Settlement Class by **May 17, 2018 at 5 p.m. CDT** by submitting in writing your desire to be excluded from the Class. Your written Opt-out must generally contain the following:

- (1) A heading referring to “Case No. CJ-2010-75, District Court of Blaine County, Oklahoma”;
- (2) A statement indicating your desire to be excluded from the Settlement Class such as:
“I want to exclude myself from the Settlement Class in Strack v. Continental, Case No. CJ-2010-75, District Court of Blaine County, Oklahoma. I understand it will be my responsibility to pursue any claims I may have against Continental, if I so desire, at my own expense. Further, I understand that if I own minerals in more than one Class Well, this Opt-out shall apply to all Class Wells.”
- (3) The name your mineral interest(s) are held in;
- (4) Your current address;
- (5) Your current telephone number; and
- (6) Your signature.

Your written Opt-out **must** be mailed on or before **May 17, 2018 at 5 p.m. CDT** to both the Court and Notice Administrator at the following addresses:

Court Clerk of Blaine County
122 N. Weigle
Watonga, OK 73772

Strack v. Continental Notice Administrator
c/o KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

Strack v. Continental Notice Administrator
c/o KCC Class Action Services
3301 Kerner Blvd.
San Rafael, CA 94901 (for FedEx)

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.

If you already have a pending case against any of the Released Parties based upon any Released Claims, and you wish to continue with that pending case related to the Released Claims, you must exclude yourself from this Settlement Class by mailing the Opt-out notice in accordance with the procedure set forth above.

If you validly request exclusion as described above: (1) you will not receive a distribution of the Net Sub-Class 1 Payments or Net Sub-Class 2 Payments and will not receive the Future Time Period benefits; (2) you cannot object to the Settlement or the request for Attorneys' Fees and Expenses; and (3) you will not have released the Released Claims against the Released Parties. You will not be legally bound by anything that happens in the Litigation. Do not request exclusion if you wish to participate in the Settlement.

22. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND SUBMITTING A WRITTEN COMMENT ON THE SETTLEMENT?

Objecting is advising the Court you are protesting something about the Settlement or the request for Attorneys' Fees and Expenses. Submitting a Written Comment is telling the Court there is something about the Settlement or the request for Attorneys' Fees and Expenses you either support or don't support, but you do not intend to formally object.

23. IF I DECIDE TO SUBMIT A WRITTEN COMMENT, WHAT DO I NEED TO DO?

If you decide to submit a Written Comment, you must submit it by **May 17, 2018 at 5 p.m. CDT**. Your Written Comment must generally contain the following:

- (1) A heading referring to "Case No. CJ-2010-75, District Court of Blaine County, Oklahoma";
- (2) Your written statement advising the Court of your desired Comment about the Settlement or the request for Attorneys' Fees and Expenses;
- (3) Your name;
- (4) Your royalty owner identification numbers with Continental;
- (5) Your current address;
- (6) Your current telephone number; and
- (7) Your signature.

Your Written Comment **must** be mailed on or before **May 17, 2018 at 5 p.m. CDT** to both of the following addresses:

Court Clerk of Blaine County
212 N. Weigle
Watonga, OK 73772

***Strack v. Continental* Notice Administrator**
c/o KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

If you do not follow these procedures—including meeting the date for submission set out above—your Written Comment will not be considered by the Court.

24. IF I DON'T EXCLUDE MYSELF FROM THE SETTLEMENT, BUT I DECIDE TO OBJECT TO SOMETHING ABOUT THE SETTLEMENT OR THE REQUEST FOR ATTORNEYS' FEES AND EXPENSES, WHAT DO I NEED TO DO?

If you do not exclude yourself from the Settlement, but you decide to object to something about the Settlement **or** the request for Attorneys' Fees and Expenses, you must submit your Objection by **May 17, 2018 at 5 p.m. CDT**. Your Objection **must** comply with the following:

- (1) A heading referring to "Case No. CJ-2010-75, District Court of Blaine County, Oklahoma";
- (2) A statement as to whether your Objection is related to the fairness of the Settlement or the request for Attorneys' Fees and Expenses;
- (3) A detailed statement of the specific legal and factual basis for each and every objection;
- (4) A list of any witnesses you intend to call at the Fairness Hearing, together with a brief summary of each witness' expected testimony;
- (5) A list of and copies of any exhibits you may seek to use at the Fairness Hearing;
- (6) A list of any legal authority you intend to present at the Fairness Hearing;
- (7) Your name, current address, current telephone number, and all royalty owner identification numbers with Continental;
- (8) Your signature executed before a Notary Public;
- (9) Identification of your interest in Class Wells from which you have received royalty payments by or on behalf of Continental; and
- (10) If you are objecting to any portion of the requested Attorneys' Fees and Expenses on the basis the amounts requested are unreasonably high, you must specifically state the portion of requested Attorneys' Fees and Expenses you believe is fair and reasonable and the portion that is not, and upon what factual and legal basis you base your Objection.

Your Objection **must** be mailed on or before **May 17, 2018 at 5 p.m. CDT** to both of the following addresses:

Court Clerk of Blaine County
212 N. Weigle
Watonga, OK 73772

***Strack v. Continental* Notice Administrator**
c/o KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

***Strack v. Continental* Notice Administrator**
c/o KCC Class Action Services
3301 Kerner Blvd.
San Rafael, CA 94901 (for FedEx)

Further, in order for the Objection to be valid, you must appear either in-person or through your own counsel at the Fairness Hearing to present the Objection and allow the Court to fully examine the basis, strength and veracity of the Objection. You may retain independent counsel to represent you at the Fairness Hearing; however, failure of a Class Member to submit a proper Objection may result in the Objection being treated as a Written Comment.

The Court will review and consider all properly submitted Written Comments and Objections; however, a Class Member who fails to follow the procedure for submitting an Objection to the Settlement and/or requested Attorneys' Fees and Expenses as set forth herein shall not be permitted to pursue an Objection at the Fairness Hearing or on appeal, and such failure will constitute a waiver of any Objection to the Settlement and/or award of Attorneys' Fees and Expenses.

25. IF THE COURT DENIES MY OBJECTION, CAN I FILE AN APPEAL?

If you submitted a valid Objection, and the Court denies the objection, you may be able to file an appeal in accordance with Oklahoma law. However, if the Court denies the Objection of an Objector and finds the Settlement and/or award of Attorneys' Fees and Expenses fair and reasonable for the remainder of the non-objecting Class Members, the Court may require the Objector to post a supersedeas bond to cover the appellate risk, cost, and delay to the rest of non-objecting Class Members, with the amount of the bond being in an amount determined sufficient by the Court. Further, if the Objector objects only to the award of Attorneys' Fees and Expenses, the Court may sever the Objector's claim from the rest of the Class Members not objecting to the award of Attorneys' Fees and Expenses.

26. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT AND THE REQUEST FOR ATTORNEYS' FEES AND EXPENSES?

The Court will hold a Fairness Hearing on **June 11, 2018 at 9:00 A.M. at the Garfield County Courthouse in Enid, Oklahoma.** Please note the date and location of the Fairness Hearing is subject to change without further notice. If you plan to attend the hearing, you should check the website www.StrackvsContinental.com to be sure there has been no change of the date and location of the Fairness Hearing. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are Opt-outs, Written Comments or Objections, the Court will consider them at that time. After the Fairness Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation and Distribution. The Court will also conduct an evidentiary hearing on Class Counsel's request for Attorneys' Fees and Expenses, and rule thereon or take the ruling under advisement.

27. HOW DO I GET MORE INFORMATION ABOUT THE LITIGATION, THE SETTLEMENT OR MY RIGHTS AND OPTIONS?

This Notice contains only a summary of the Class Action Litigation and the proposed Settlement. The pleadings and orders filed in the case are in the Court Clerk's file which may be inspected during regular business hours at the Office of the Court Clerk, Blaine County Courthouse, Watonga, Oklahoma. The Court Clerk's Docket Sheet for the Litigation is also available on-line at the following website:

<http://www.oscn.net/dockets/GetCaseInformation.aspx?db=blaine&number=CJ-2010-00075&cmid=121986>.

If you would like to obtain more information about the Class Action Litigation, the Settlement, or have questions about your rights and options, the following sources are also available to you:

- You may visit www.StrackvsContinental.com, which shall be maintained by Class Counsel;
- You may email specific questions to: info@StrackvsContinental.com;
- You may call Toll Free 1-866-666-6721;
- You may write to:
Strack v. Continental Notice Administrator
c/o KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE FOR INFORMATION.

Done by Order of the District Court of Blaine County, State of Oklahoma.

Dated: April 3, 2018

Dennis Hladik
District Judge

Exhibit B

Strack v. Continental Resources, Inc.
Report on Requests for Exclusion Received

KCC CLAIM ID	CLASS MEMBER	OPT-OUT POSTMARK
CEK-100092845	BEVERLY PERRY CURRIER	4/23/2018
CEK-100155537	JO ANN WYLIE	4/23/2018
CEK-100074596	NORMAN G SLOAN	4/24/2018
CEK-100239161	LESSERT LLC	4/25/2018
CEK-100032664	MERIT ENERGY PARTNERS DIII LPC/O MERIT ENERGY COMPANY LLC	4/25/2018
CEK-100032672	MERIT ENERGY PARTNERS III LPC/O MERIT ENERGY COMPANY LLC	4/25/2018
CEK-100186521	MERIT HUGOTON LP	4/25/2018
CEK-100161820	MERIT PARTNERS LPC/O MERIT ENERGY COMPANY LLC	4/25/2018
CEK-100209394	RICHARD LEE STEPHENS	4/25/2018
CEK-100074561	VIRGINIA SLOAN LESSERT	4/25/2018
CEK-100063020	QEP ENERGY COMPANYATTN REVENUE ACCOUNTNG	4/26/2018
CEK-100243100	QEP RESOURCES INCATTN REVENUE ACCOUNTING	4/26/2018
CEK-100255752	UNIVERSAL RESOURCES CORPORATIOATTN JOINT INTEREST	4/26/2018
CEK-100245056	VICKI BEASLEY	4/26/2018
CEK-100181635	WAYNE E WOODSON LIVING TRUSTWAYNE AND MARIA WOODSON - TRUS	4/26/2018
CEK-100195954	DONALD J RAMEY	4/27/2018
CEK-100074570	SUE S REEVES TRUST DTD 12/20/9ROBERT D REEVES - SUCCESSOR TR	4/27/2018
CEK-100225780	TRES C LLC	4/27/2018
CEK-100315313	ALLEN E & RITA F HAYDEN	4/30/2018
CEK-100016715	EILIZABETH ANN LEVINSON	4/30/2018
CEK-100123830	MARILYN SHOOK	4/30/2018
CEK-100228070	SNYDER TRUST UTA DTD 12-28-200WILLIAM D SNYDER & ARTA TRUSTEE	5/1/2018
CEK-100254071	HAROLD G HAMM REVOCABLE INTERVTRUST UDO 4/23/84	5/2/2018
CEK-100042848	NEVA MCRAY	5/2/2018
CEK-100207456	WILFRED GAROLD ROBINSON	5/2/2018
CEK-100062741	ADELLE ICE IRREV TRUST DTD 4/1V CAROL ICE & SHANE OWEN ICE TRUSTEE	5/4/2018
CEK-100235247	KATHERINE PATTERSON	5/4/2018
CEK-100325742	DWAYNE E JANZEN ANDGLORIA JANZEN - JOINT TENANTS	5/7/2018
CEK-100168132	L T WEST ANDCATHERINE WEST JOINT TENANTS	5/7/2018
CEK-100076467	LINDA SUE MENZEL	5/7/2018
CEK-100037208	SHERIDAN HOLDING COMPANY I LLCC/O SHERIDAN PRODUCTION COMPANY	5/7/2018
CEK-100064604	HAL G MCKNIGHT	5/8/2018
CEK-100201237	LARRY NILES & KONEA A JONES RETRUST DATED 1/4/2016	5/8/2018
CEK-100130232	RONALD EUGENE JONES	5/8/2018
CEK-100036180	PAULINE M LOVE A/K/A PAULA M L	5/9/2018
CEK-100253113	CITATION 2002 INVESREVENUE PAYMENT	5/11/2018
CEK-100253091	CITATION 2004 INVESTMENT LTD PREVENUE PAYMENT	5/11/2018
CEK-100036171	FRANK MORRIS FORD JR	5/11/2018
CEK-100049079	CHARLES EDWARD BURRUSS	5/14/2018
CEK-100049087	JOHN DAVID BURRUSS	5/14/2018
CEK-100053076	LUETTA F MINTON	5/14/2018
CEK-100050557	MERRILL B BURRUSS JR	5/14/2018
CEK-100267114	JAMES M & LULA BENTON	5/15/2018
CEK-100062202	LYLE RESOURCES LLC	5/15/2018
CEK-100211429	AMOS C YODER	5/16/2018
CEK-100058434	ANDRA JO FENDER NEASE	5/16/2018
CEK-100158382	ANGELA KAY GRIBBLE	5/16/2018
CEK-100244084	BEA BOWMAN	5/16/2018
CEK-100206964	BERTHA M NICKEL	5/16/2018
CEK-100204767	BERTHA M NICKEL TR DTD 8 24 06BERTHA M NICKEL TTEE	5/16/2018
CEK-100199828	BETH SWITZER	5/16/2018
CEK-100196039	BETHEL MENNONITE CHURCH	5/16/2018
CEK-100207537	BETTY J WOLDRIDGE	5/16/2018
CEK-100235174	BILL R ENTZ & KAREN K ENTZ JT	5/16/2018
CEK-100196497	BILLIE ANN GARDNER HARGROVE	5/16/2018
CEK-100234844	BONNIE A SWINDALL REV TR 11/26BONNIE A SWINDALL TRUSTEE	5/16/2018
CEK-100214800	BRADLEY L JONES	5/16/2018
CEK-100065449	BRICE NILES SCHOU	5/16/2018
CEK-100194508	BRUCE POTTER	5/16/2018
CEK-100277721	CABCO DEVELOPMENT COMPANY	5/16/2018
CEK-100336930	CARLA LIVINGSTON NOWLASSITER	5/16/2018
CEK-100247113	CASKEY FAMILY TRUST DTD 6-10-0CARL C CASKEY & FAYE CASKEY TR	5/16/2018
CEK-100051634	CHRISTOPHER W & KARI JEAN DIDI	5/16/2018
CEK-100234852	CLIFFORD LEE & KATHY MILLER 20REV TRUST 1/6/2015	5/16/2018
CEK-100194907	CLYDE R CHRISTENSEN	5/16/2018
CEK-100206581	COFFEY LIV TR DTD 7/5/2004JUDY COFFEY TTEE	5/16/2018
CEK-100200079	CONNIE SLAGELL HOLMBERG	5/16/2018
CEK-100196640	CORDELIA J ATTEBERRY AND JOHNNATTEBERRY JT	5/16/2018
CEK-100129927	DANNY RAY MASQUELIER IRREVOCABSPECIAL NEEDS TRUST	5/16/2018
CEK-100238769	DAVID LAVERN MILLER & MARTHA MJOINT TENANTS	5/16/2018

Strack v. Continental Resources, Inc.
Report on Requests for Exclusion Received

KCC CLAIM ID	CLASS MEMBER	OPT-OUT POSTMARK
CEK-100203442	DELMAR LEE SHANTZ	5/16/2018
CEK-100130151	DON CHRIS CHRISTENSEN	5/16/2018
CEK-100116337	DREW COMBS	5/16/2018
CEK-100241271	EILEEN AMES 1991 REV LIV TRDATED JULY 30 1991	5/16/2018
CEK-100227368	EL GATO HOLDINGS LLC	5/16/2018
CEK-100203086	ELDON SHANTZ	5/16/2018
CEK-100233724	ELLA & EUGENE C POWERS JT	5/16/2018
CEK-100132960	EMMA EUGENIA KIRKPATRICK FAMILTRUST DTD 10/13/2014	5/16/2018
CEK-100248381	ETHELS LLC	5/16/2018
CEK-100189717	EVELYN MINTON LIFE ESTATEHARVEY MINTON RHONDA STINSON &	5/16/2018
CEK-100050050	FAIRVIEW CEMETERY ASSOCIATION	5/16/2018
CEK-100052347	FERRIS JONES	5/16/2018
CEK-100230539	FOSTER FARMS INC	5/16/2018
CEK-100196659	FRANCES EPPERLY HAMILTON REV T9-16-82 FRANCES HAMILTON DIANE	5/16/2018
CEK-100052584	FREIDA M BECK	5/16/2018
CEK-100216587	GARY D SAMPLEY	5/16/2018
CEK-100251501	GARY G JONES LIFE ESTATE	5/16/2018
CEK-100234810	GERALDINE K HUTCHISON	5/16/2018
CEK-100326897	GLENN G SWARTZENDRUBER LIV TSTDTD 7/2/86	5/16/2018
CEK-100051537	HAMAR OIL AND GAS LLC	5/16/2018
CEK-100114814	HAROLD SLAGELL TRUSTREONNA GOSSEN TTEE	5/16/2018
CEK-100051324	HAZEL SUE EDGEWORTH	5/16/2018
CEK-100227252	HYDRO VOLUNTEER FIRE DEPARTMENINC	5/16/2018
CEK-100239293	HZM LAND AND MINERALS LLC	5/16/2018
CEK-100189725	J & H MINTON PROPERTIES LP	5/16/2018
CEK-100048790	J B RICHARDSON &PATRICIA MAE RICHARDSON - JT	5/16/2018
CEK-100051758	J D AMES 1991 REVOCABLE LIVINGJ D AMES TRUSTEE	5/16/2018
CEK-100231438	J MICHAEL ENTZ	5/16/2018
CEK-100236413	JACK STACY LANCET & SUE ANN LA	5/16/2018
CEK-100130240	JACQUELINE JONES GRAVES	5/16/2018
CEK-100201040	JANET L CARRE L/E	5/16/2018
CEK-100194621	JANET LEE PARSONS	5/16/2018
CEK-100200060	JANET SLAGELL KAUFFMAN	5/16/2018
CEK-100211682	JANICE LYNN HUBER REV TR DTD 4JANICE LYNN HUBER TTEE	5/16/2018
CEK-100207430	JANICE ROWLAND HUBER	5/16/2018
CEK-100198791	JASON W LOVE	5/16/2018
CEK-100052630	JE A LLC	5/16/2018
CEK-100051510	JEFFERY LYNN HAMAR	5/16/2018
CEK-100201067	JERRY A BUTTS	5/16/2018
CEK-100209009	JIMMIE ICE AND VICKI ICE TRUSTJIMMIE ICE AND VICKI ICE CO-TT	5/16/2018
CEK-100249345	JOHN & LINDA BRUNDAGE LIVINGTRUST DATED 11/08/99	5/16/2018
CEK-100247105	JOHN E CASKEY	5/16/2018
CEK-100230423	JOSEPH R FOSTER	5/16/2018
CEK-100203450	JOY PAYNE DELEON	5/16/2018
CEK-100330002	JUNE MARIE CONKLING LIFE ESTAT	5/16/2018
CEK-100190154	KARI JEAN DIDIER	5/16/2018
CEK-100193854	KARLA E AND DONALD TROYER JT	5/16/2018
CEK-100200095	KENNETH SLAGELL LIV TR DTD 6-3KENNETH SLAGELL TRUSTEE	5/16/2018
CEK-100199810	KENT SWITZER	5/16/2018
CEK-100193960	KEVIN E AND KESIA SLAGELL JT	5/16/2018
CEK-100208606	KIMBERLY KAY LITSCH TYSON	5/16/2018
CEK-100158374	KIMMIE DALETTA CORBIN	5/16/2018
CEK-100216102	LANAE DANFORD ICE REV TRUSTDATED 11 29 1999	5/16/2018
CEK-100231926	LEAL ANNETTE PACE	5/16/2018
CEK-100194915	LESTER P AND DOTTIE M TUCKER LDTD 12-16-94	5/16/2018
CEK-100207502	LEX MAJORS TRUSTLEX MAJORS TTEE	5/16/2018
CEK-100051340	LINDA C GREENING	5/16/2018
CEK-100083137	LINDA SUE BOILEAU	5/16/2018
CEK-100116558	LISA COMBS CROSS	5/16/2018
CEK-100328326	LLOYD R GREEN & BETTY F GREEN	5/16/2018
CEK-100216595	LONA J RATCLIFF	5/16/2018
CEK-100193943	LONNIE D AND SUSAN SLAGELL JT	5/16/2018
CEK-100134114	LORETTA PROPPS	5/16/2018
CEK-100198848	LOVE FAMILY TRUST 7/5/2016BERT T & DARLA J LOVE CO TTEES	5/16/2018
CEK-100210961	LRM LAND & MINERAL INC	5/16/2018
CEK-100299725	LU ANN ALEXANDER	5/16/2018
CEK-100199801	LYNDALL SWITZER	5/16/2018
CEK-100203108	MARILYN YODER	5/16/2018
CEK-100207740	MARK ROWLAND	5/16/2018
CEK-100327958	MARY J HANCOCK	5/16/2018

Strack v. Continental Resources, Inc.
Report on Requests for Exclusion Received

KCC CLAIM ID	CLASS MEMBER	OPT-OUT POSTMARK
CEK-100206492	MARY KATHRYN RALSTON	5/16/2018
CEK-100114806	MAURICE SLAGELL TRUST FBOHAROLD SLAGELL	5/16/2018
CEK-100236529	MCNEILL GRAIN COMPANY	5/16/2018
CEK-100042600	MCNEILL TRADING CORPORATION	5/16/2018
CEK-100216609	MELINDA A POPE	5/16/2018
CEK-100329306	MELISSA D JOHNSON	5/16/2018
CEK-100232230	MERRILL HUIATT	5/16/2018
CEK-100084974	MICHAEL D JONES	5/16/2018
CEK-100201105	MICHAEL L BUTTS	5/16/2018
CEK-100329314	MICHAEL L PHELPS	5/16/2018
CEK-100200087	MICHAEL SLAGELL	5/16/2018
CEK-100083250	MICHAEL THOMAS CHRISTENSEN	5/16/2018
CEK-100062245	MICHELLE SCHOU FRYAR	5/16/2018
CEK-100198040	MILTON & ELIZABETH K KALSU REVMILTON & ELIZABETH KALSU	5/16/2018
CEK-100051650	MILTON K KIRKPATRICK REVOCABLEMILTON KENT KIRKPATRICK TRUSTE	5/16/2018
CEK-100207413	ODEAN HUIATT AKA BARTON HUIATT	5/16/2018
CEK-100338151	ODEAN HUIATT AND MERRILLHUIATT	5/16/2018
CEK-100196055	ODEAN HUIATT AND MERRILL HUIATLIFE ESTATE	5/16/2018
CEK-100062288	PATRICIA ANN PAYNE 2006REVOC LIVING TRUST DTD 5/15/06	5/16/2018
CEK-100234860	PATSIE MAE GUY L/E	5/16/2018
CEK-100232329	PAUL L & KARLA J BELL REVOCABLPAUL & KARLA BELL TRUSTEES	5/16/2018
CEK-100232337	PAUL LEE BELL	5/16/2018
CEK-100189695	PEGGY F HAJNY	5/16/2018
CEK-100129919	PRESTON WAYNE MASQUELIER	5/16/2018
CEK-100189962	RAVEN RIDGE ROYALTIES SERIES L	5/16/2018
CEK-100207529	RAY LEE BURGMAN	5/16/2018
CEK-100134408	REONNA GOSSEN	5/16/2018
CEK-100189709	RHONDA R STINSON	5/16/2018
CEK-100232027	RICHARD H BELL	5/16/2018
CEK-100200249	RICHARD JOHN WATERS 1995 REV LDTD 1-13-95 RICHARD JOHN WATER	5/16/2018
CEK-100329322	RICHARD W & MARLENE K RUSSELL DTD 12/14/2012	5/16/2018
CEK-100211607	RITA KAYE WILKINSON	5/16/2018
CEK-100216579	ROBERT R SAMPLEY	5/16/2018
CEK-100218989	ROBYN JEAN ANTWINE	5/16/2018
CEK-100235158	ROGER D ENTZ & EDITH N ENTZ JT	5/16/2018
CEK-100130143	ROGER DEAN CHRISTENSEN	5/16/2018
CEK-100328768	RONALD L PHELPS REV TSTDTD 2/18/2009	5/16/2018
CEK-100129935	RONNIE GENE MASQUELIER	5/16/2018
CEK-100074103	ROSS K PICKENS	5/16/2018
CEK-100219250	ROY D & JUDY A PIEPER LIV TRUSDATED 6/6/2017	5/16/2018
CEK-100207464	ROY DEE BURGMAN	5/16/2018
CEK-100218970	RYAN DEAN PIEPER	5/16/2018
CEK-100195652	RYAN FAM TR DTD 10-12-17GERALDINE RYAN TRUSTEE	5/16/2018
CEK-100236456	SAMUEL J COMBS	5/16/2018
CEK-100207448	SANDRA J WYATT & JOHN L WYATT	5/16/2018
CEK-100250793	SARATOGA INVESTMENTS LP	5/16/2018
CEK-100203434	SHANTZ 4 INC	5/16/2018
CEK-100189032	SHARON BROWN	5/16/2018
CEK-100207510	SHELLY HAMAR IRREV TR DTD 12 2AMY LEWIS TRUSTEE	5/16/2018
CEK-100200931	SHIRLEY CAGG	5/16/2018
CEK-100200044	SLAGELL FAMILY FARM REVOCABLE WARREN AND LOLA SLAGELL CO-TTE	5/16/2018
CEK-100206549	STANLEY JAY SCHANTZ	5/16/2018
CEK-100206557	STEVEN B AND CAROL R WICHERT J	5/16/2018
CEK-100194559	STUBBS & PYLE LLC	5/16/2018
CEK-100036163	SUSAN WAGNER	5/16/2018
CEK-100200109	SWITZER FARM PROPERTIES &INVESTMENTS INC	5/16/2018
CEK-100199771	SWITZER FARMS INC	5/16/2018
CEK-100199917	TESS BENTAYOU	5/16/2018
CEK-100051332	THERESA BARNES	5/16/2018
CEK-100233384	TRUMAN SCHROCK	5/16/2018
CEK-100206867	TURKEY TRAX TR DTD 7/7/2000DANNY BLACK TTEE	5/16/2018
CEK-100324010	VICKI SUE ICE TENANTS IN COMMO	5/16/2018
CEK-100134165	WALTER SLAGELL TRUSTIDA SLAGELL TTEE	5/16/2018
CEK-100232086	WILLIAM DERRILL NIPPETT JR	5/16/2018
CEK-100338909	WILMA M MCKEE	5/16/2018
CEK-100004580	ZELLA K HOOK 1995 REVOCABLE LIJAMES F CONKLING SUCCESSOR TTE	5/16/2018
CEK-100200524	ZELLAK K & GEORGE CONKLINGFAMILY INVESTMENTS LLC	5/16/2018
CEK-100084028	KERI DAWN DICKERSON	5/16/2018
CEK-100083676	KIMBERLY KAYE LIEBSCHER	5/16/2018
CEK-900000023	CLIFFORD LEE MILLER	5/16/2018

Strack v. Continental Resources, Inc.
Report on Requests for Exclusion Received

KCC CLAIM ID	CLASS MEMBER	OPT-OUT POSTMARK
CEK-100194745	DONNA POTTER MOORE	5/16/2018
CEK-900000031	JACOB J PANKRATZ TRUST, WILLIAM ENTZ, TRUSTEE	5/16/2018
CEK-900000040	OKLAHOMA MENNONITE RETREAT, INC.	5/16/2018
CEK-900000058	SERENDIPITY MINERALS, LLC	5/16/2018
CEK-900000066	THOMAS METHODIST CHURCH, BRUST POTTER, CHAIR BRD TTEES	5/16/2018
CEK-100213154	AUBA LANE E BAKER MAHONEY	5/17/2018
CEK-100051626	BLANCHE LUCILLE SWEENEY LIFE T	5/17/2018
CEK-100213146	CALDWELL 2009 REV TR DTD 5/8/0RODNEY L & TRINNA G CALDWELL T	5/17/2018
CEK-100235050	DAMON FRANKS	5/17/2018
CEK-100084117	DICKEY FAMILY LLC	5/17/2018
CEK-100220428	E & LP LLC	5/17/2018
CEK-100306870	HELEN GHOLSTON TRUSTEE OF HELE	5/17/2018
CEK-100216404	JABBOK FAITH MISSIONARY TRAINIHOME & ORPHANAGE	5/17/2018
CEK-100067050	JAMES M TISDALE	5/17/2018
CEK-100213120	JANICE K STINSON	5/17/2018
CEK-100198899	JILL C CARROLL	5/17/2018
CEK-100193145	MARILYN ANN CALDWELL	5/17/2018
CEK-100246788	MONCRIEF OIL AND GAS MASTER LLMONCRIEF BUILDING	5/17/2018
CEK-100213138	PHYLLIS R HIGHTOWER	5/17/2018
CEK-100252958	PLAINS PRODUCTION INC	5/17/2018
CEK-100195920	ROUNDROCK OIL & GAS LLC	5/17/2018
CEK-100013546	SUE ELLA KRENGER REVOCABLE TRUSUE ELLA KRENGER - TRUSTEE	5/17/2018
CEK-100195431	SUNSHINE DUO LLC	5/17/2018
CEK-100255868	WESTSTAR OIL AND GAS INC	5/17/2018
CEK-100066232	CLIFFORD & EVELYN BAKER REV TRDTD 2/21/90	5/25/2018
CEK-100285120	COMMISSIONERS OF THE LAND OFFISTATE OF OKLAHOMA	5/25/2018
CEK-100196829	CRAIG ROWLAND NOWKA	5/25/2018
CEK-100235212	DEBORAH DEANNE DUFF	5/25/2018
CEK-100238289	EVELYN HART REVC TRUSTDTD 7/24/1990	5/25/2018
CEK-100235204	JELETA BETH SULLIVAN REV LIVINUTD 2-17-1997	5/25/2018
CEK-100129390	KATHLEEN C WALKER TR DTD 11-18KATHLEEN AND JAMES WALKER	5/25/2018
CEK-100128971	LAURA CORNELL AKALAUORA MICHELLE CORNELL	5/25/2018
CEK-100239285	LAZY A BAR RANCH LLC	5/25/2018
CEK-100329748	MARK D CONKLING	5/25/2018
CEK-100128912	MICHAEL BRYAN CORNELL JR	5/25/2018
CEK-100235239	MICHAEL TERRY DUFF	5/25/2018
CEK-100099408	PAISANO ENERGY FUND I LP	5/25/2018
CEK-100048501	PAISANO ENERGY LLC	5/25/2018
CEK-100066828	PATRICK T CORNELL	5/25/2018
CEK-100196934	PAUL TERRY NOWKA	5/25/2018
CEK-100235220	RAMONA L DUFF TRUST	5/25/2018
CEK-100338518	STEVE A NOWKA	5/25/2018
CEK-100129277	STEVEN AND JULIE CORNELL JT	5/25/2018
CEK-100235190	WALTER COY SULLIVAN REV LIVINGUTD 2-17-1997	5/25/2018

Exhibit C



April 25, 2018

Court Clerk of Blaine County
212 N. Weigle
Watonga, OK 73722

RE: Strack v. Continental
CH 2020-75

Dear Judge of the District Court:

I received notice of settlement papers filed in the above litigation, as a mineral owner in at least 3 of the wells that are subject to this action.

I wish to express my opinion that the attorneys purportedly representing the class of royalty owners are asking for excessive and unreasonable compensation. I do not plan to have counsel represent me at any hearing, but nevertheless wish to express this opinion for the record.

I would appreciate your consideration of ordering a reduction of compensation to the attorneys, so that the mineral owners are not being unjustly deprived of what is owed to them.

Sincerely,

A handwritten signature in cursive script that reads "Bruce L. McLinn Trustee".

Bruce L. McLinn, Trustee
McLinn Family Revocable Trust dated 7/31/2008
6408 Gold Cypress Drive
Edmond, OK 73025-2796

Cc: Strack V. Continental Administrator
c/o KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

This objection is based on the very limited information provided in the class notice and the case documents filed on the website maintained by class counsel, www.strackvscontinental.com. I spoke by phone with class counsel Terry Stowers and emailed him asking for additional complete information on the request for attorneys' fees and class representatives' award (Exhibit A hereto), and his response contained only a summary of the hours that the attorneys claimed to work and no other information about the attorneys' fees and class representatives' request (Exhibit B hereto). The Motion for Attorneys' Fees, Litigation Costs, and a Class Representatives' Award (filed April 3, 2018) ("Motion") consists of three pages and provides no explanation or support for the attorneys' fee award or the class representatives' award. On its face, however, the request for 40% of the gross settlement payments resulting in an attorneys' fee of \$22,920,000 approximately is a grossly excessive amount. The Motion also requests a total award of \$400,000 as a "Case Contribution Award" to Mark Strack and Deniela A. Renner, also an inappropriate and excessive amount.

II. The 40% Attorneys' Fee Request is Improper and Excessive.

A. Class Counsel's Request for a Percentage of Attorneys' Fees is Not Supported by Oklahoma Law.

The Motion asks that class counsel be awarded "an attorneys' fee of 40% of the Gross Settlement Payments." The settlement amount for the Claim Period 1 is \$49.8 million and for Claim Period 2 is estimated at \$7.5 million. Therefore, it appears that Class Counsel is requesting 40% of those amounts, equal to approximately \$23 million. The Oklahoma Supreme Court has never approved awarding attorneys' fees in a common fund case or a class action based on the "percentage method" or the "contingency fee method." Instead, Oklahoma has traditionally allowed attorneys' fees to be based on the "lodestar method." *See ex rel. Burk v. City of Oklahoma City*, 598 P.2d 659 (Okla. 1979); *Hess v. Volkswagen of Am., Inc.*, 341 P.3d

662, 667 (Okla. 2014). Use of the lodestar with enhancement factors set forth in *Burk* is now codified in an Oklahoma statute for class action attorneys' fees. See 12 O.S. Supp. 2013 § 2023(G)(4)(e). The statute provides that "the court shall act in a fiduciary capacity on behalf of the class in making such determination." *Id.* at (b). Therefore, this Court should not apply the percentage-of-the-fund attorneys' fee requested in the Motion. The Tenth Circuit recently applied Oklahoma law to reach this same conclusion in the royalty class action case, *Chieftain Royalty Co. v. Enervest Energy Institutional Fund*, 888 F.3d 455 (10th Cir. 2017).

B. Even if a Percentage Method Were Permissible, 40% is Excessive.

Federal courts in certain circuits have approved use of the percentage method, often accompanied by the lodestone cross-check. But even in federal courts that have adopted the percentage method, 40% recoveries are an outlier. The Ninth Circuit has approved a 25% benchmark *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d 935 (9th Cir. 2011) (district courts in the circuit "typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award.") The Eleventh Circuit stated that "district courts are beginning to view the median of this 20% to 30% range, i.e., 25%, as a 'benchmark' percentage fee award which may be adjusted in accordance with the individual circumstances of each case" *Camden I Condominium Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 775 (11th Cir. 1991); *Faught v. American Home Shield Corp.*, 668 F.3d 1233, 1242 ("this court has often stated that the majority of fees in these cases are reasonable where they fall between 20-25% of the claims.") Even such a benchmark may be adjusted downward depending upon all relevant factors.

To the extent some courts in Oklahoma may have awarded 40% contingency fees method in class action cases, it is likely because no objection was submitted and the defendant took no position on the attorneys' fee issue. However, knowledgeable courts in Oklahoma or anywhere

in the United States would be unlikely to award any contingency approaching 40% in the face of any objections.

III. Under the Lodestar Method Approved in Oklahoma, Class Counsel's Fee Request is Excessive.

According to class counsel's only disclosure regarding hours worked on this case, they claim that 7,961.83 hours were worked by six persons, with Mr. Burns and Mr. Stowers accounting for over 6,780 of those alleged hours. See Exhibit B hereto. However, no other supporting documentation or any detailed time records have been filed with the court or shared with any class members. Whether that number of hours was reasonable or appropriate in this case has not been demonstrated by class counsel. In the *Chieftain* case, the Tenth Circuit vacated the attorney fee award in its entirety because of the failure of class counsel to provide "detailed time records" and "evidence as to the reasonable value for the services performed" as required by the *Burk* case. The Tenth Circuit ruled that "contemporaneous time records" should be required, but were not part of the record. 888 F.3d at 464.

Class counsel has declined to disclose to me in response to my request any information regarding the customary and usual fees charged by class counsel in non-contingency fee cases. However, on information and belief, a reasonable hourly rate for lawyers in Blaine County, Oklahoma is in the range of \$300-\$350. Customary maximum rates in Blaine County and Garfield County are approximately \$400 per hour, on information and belief. Over the time period of this case since 2010, hourly rates would have been lower in the past. But even if all of the 8,000 hours claimed by class counsel are accredited at \$400 per hour, the lodestar would not exceed \$3.2 million.

Class counsel has not demonstrated entitlement to any enhancement beyond a basic lodestar amount based on the thirteen factors in the Oklahoma statute. They have declined to

provide me with information prior to the due date for this objection that would support any of those factors.

In the *Hess* case, the Oklahoma Supreme Court reversed a 1.9 enhancement multiplier as an abuse of discretion. In the *Burk* case, the Oklahoma Supreme Court held that a 1.4 multiplier of the lodestar was all that would be appropriate in that case (the lodestar plus 40% incentive fee). In this case, no evidence has been presented that would justify any multiplier of the lodestar.

IV. The Class Representatives Award Should be Disallowed or Reduced.

The Motion requests a Case Contribution Award of \$100,000 to each of four trusts, effectively \$200,000 to each of the two trustees, Mr. Strack and Ms. Renner. These should be disallowed or reduced.

A. Incentive Awards Should Not Be Permitted.

While some courts have allowed incentive awards, there appears to be no clear guidance from the Oklahoma Supreme Court about their propriety. Two U.S. Supreme Court decisions hold that a litigant may recover expenses reasonably incurred but not incentive awards for services rendered as a representative of a common fund. *Cent. R.R. & Banking Co. v. Pettus*, 113 U.S. 116, 5 S.Ct. 387, 28 L.Ed. 915 (1885), and *Trustees v. Greenough*, 105 U.S. 527, 26 L.Ed. 1157 (1881). The Tenth Circuit identified this issue but did not rule on it in the *Chieftain* case. 888 F.3d at 466.

B. If an Incentive Award is Proper, the \$400,000 Sought Here is Excessive.

The Motion provides no explanation or justification for these incentive awards. Those courts that have allowed incentive awards have typically awarded much smaller amounts than \$100,000 for each representative. Often, the amount is limited to actual expenses incurred by a

class representative. Awards of \$5,000 - \$10,000 for a class representative might be more typical. See *Chieftain*, 888 F.3d at 464 (\$5,250 median award, according to a study). For instance, in a nationwide royalty class action with over two million class members involving over twenty oil company defendants, the Court awarded between \$750 and \$10,000 to each of the named class representatives. *In re Lease Oil Antitrust Litigation*, 186 F.R.D. 403, 449 (S.D. Tex. 1999). Here, the request is even more extreme because each of the two trustees is essentially seeking a double recovery of incentive awards for each of the two trusts they represent. The Tenth Circuit vacated incentive awards in the *Chieftain Royalty* case based on Oklahoma law because the record was “devoid of evidence from which a computation could be made.” 888 F.3d at 468-69.

V. Objector Objects to Lack of Sufficient Notice and Lack of Full Disclosure Regarding Fee Request Prior to Class Objection Deadline.

Because the class notice and the three-page Motion for attorneys’ fees and class representatives’ award provided virtually no information to support the fee request and the award request, and because class counsel has declined to provide anything more than a summary of hours, Objector and others members of the class have been provided insufficient information with which to make full and appropriate objections. This was probably intended by class counsel and certainly had the effect of suppressing objections and giving class counsel the opportunity to file full briefing and supporting documents only after objections were made. Further, the requirement for an in-person appearance at the fairness hearing to preserve objections is unreasonable, if such objections have been adequately stated by written submission. Further, appeal rights of any objector should not be constrained by any requirement to file an appellate bond, and objections should not be allowed to be circumvented by allowing for a severance of one objector’s objections from the remainder of the attorneys’ fee award.

WHEREFORE, Objector Daniel M. McClure respectfully requests that the Motion for Attorneys' Fees and Award to Class Representatives be DENIED, or alternatively that the attorneys' fees and Class Representatives' award be reduced, and for such other relief to which Objector and the Class may be entitled.

Dated: May 17, 2018

Respectfully submitted,




Daniel M. McClure, OBA #20414
(Pro Se)
2 Long Timbers Lane
Houston, Texas 77024
Email: dmcclure52@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of May, 2018, a true copy of the foregoing was mailed to the following addresses.

Court Clerk of Blaine County
212 N. Weigle
Watonga, OK 73772

Strack v. Continental Notice Administrator
c/o KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041



Daniel M. McClure

Strack v. Continental Resources settlement; Case No. CJ-10-75

Daniel McClure <dmccclure52@gmail.com>

Sat, May 12, 6:52 PM

To: kcaywood@pncj.com <kcaywood@pncj.com>, tstowers@burnsstowers.com <tstowers@burnsstowers.com>

Terry, this is to follow up on our phone conversation today about the settlement notice I received as a member of the class in this case. I am also copying your co-counsel, Kerry Caywood. As I told you, I am considering whether to file an objection or submit written comments with regard to class counsel's request for attorney's fees. As I understand the notice, your firm and the Park Nelson firm is seeking about \$20 million in fees out of a cash settlement of \$49.8 million. The Case Documents on the web site you have made public include a 3-page motion for attorney's fees, litigation costs, and a class representatives award. But that motion merely recites the total 40% fees sought, without any support or explanation. In order to fully assess the reasonableness of that motion and fee request and make a more fully informed decision about objecting, a lot more information would be helpful to me and other class members. Class members are required to file objections and comments by May 17, yet as of today, May 12, no additional information about the fee request has been posted on the website, or filed with the court, from what you told me. Therefore, I request that you and your co-counsel send me by email the following information by Monday, May 14, 2018, which information I think should also be made available to all class members by posting it on the website:

1. Your brief in support of the motion, and all supporting documentation. The motion indicated that would be filed, but it has not yet been filed.
2. A summary of the number of hours by lawyer by month and year for each lawyer seeking fees in this case. You told me in our phone conversation today that you would send me on May 14 a summary of the hours that class counsel have charged to this case.
3. The usual and customary hourly rates charged by those lawyers in non-contingency fee cases during each of the years for which fees are sought in this case.
4. What class counsel contend is a reasonable hourly rate for this case by lawyer by year.
5. The amount in controversy in this suit.
6. To assess the amount in controversy in relation to the results obtained, any report and estimate by your experts, including Barbara Ley, of the past damages of the class for all time periods since July 1993 through November 2015 and later, and any computation of statutory interest or pre-judgment interest.
7. An explanation of the basis for class counsel's calculation of the value of the settlement in class period 2 and the future period, including any report or estimate by your experts.
8. A summary of any hours devoted by the class representatives to this case, by year, and what hourly rate they are claiming for that time, if any.

Dan McClure
2 Long Timbers Lane
Houston, Texas 77024
713-651-5159

Strack class action

Terry Stowers <tstowers@burnsstowers.com>
To: Daniel McClure <dmccclure52@gmail.com>

Wed, May 16, 9:14 AM

Dan,

My accounting expert is still working on the allocation of the settlement to the approximate 2000 Class Wells. The summary of hours as of a week ago (or so) was as follows:

Douglas E. Burns	2,751.85
Terry L. Stowers	4,029.28
Kerry Caywood	212.50
Angela Caywood Jones	19.30
Pamela Moulton	652.50
Tammie Wheeler	<u>296.40</u>
	7,961.83

As to the other information requested in your email, as stated in the Motion, "Class Counsel will file an extensive brief, with supporting documentation, supplementing and supporting this Motion prior to the Fairness Hearing, and will post that brief and supporting documentation on the website www.StrackvsContinental.com."

[Quoted text hidden]

RE: Strack v. Continental
Case #CJ-75
District Court of Blaine County Oklahoma
May 15, 2018

Dear Sirs:

I am a class member and received notice of the proposed class settlement in this case. I own a royalty interest in the Lovell-Humphrey #1 well in Garfield County, Oklahoma. I do not object to the settlement and I do not wish to opt out of the settlement. But I do object to the attorney's fees of 40% of the cash settlement sought by the class lawyers, which I understand would result in an attorneys fee of at least \$20 million. I think that is excessive, and that the amount of the fees should much lower.

I have paid good lawyers in Enid for legal work within the past 3 years, and the going rate I was charged was about \$250 per hour. At that rate, the lawyers for the class would have had to work about 50,000 hours to equal \$10 million. The class notice provided no information about the number of hours spent or the hourly rate. I cannot imagine that they spent that much time on this case or needed to spend that much time.

I also object to the proposed award of \$400,000 to the two people who are the class representatives, on top of their share of the settlement funds. If they are entitled to anything, it should be limited to reimbursement for any expenses and time, they spent on the case. The amount sought seems very excessive.

Respectfully,

Kelly McClure Callant

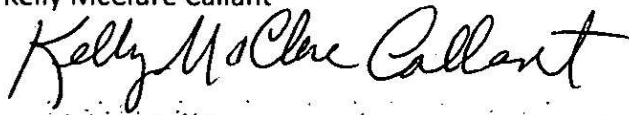


Exhibit D

Claim ID	Objector	Current Owner Claim ID	Current Owner	Rec. Date
CEK-100233449	Susan Leigh Falkestein Miegs	CEK-100233260	Trust A of the William Allen Falkenstein and Mary Lou McElreath Falkenstein DTD 5/29/92	4/21/2018
CEK-100233244	Matthew Allen Falkenstein	CEK-100233260	Trust A of the William Allen Falkenstein and Mary Lou McElreath Falkenstein DTD 5/29/92	4/21/2018
CEK-100032052	Stephany Wilson	CEK-100172059	Ron Wilson and Stephany Wilson - Joint Tenant	4/26/2018
CEK-100161316	Gregg Heath	CEK-100165583	Echo-Warwick Minerals, LLC	5/4/2018
CEK-100038638	Julius Lee Matli & Doris R Matli	CEK-100038646	Mabel Matli Life Estate c/o Bonnie Cox POA	5/7/2018
CEK-100203345	Richard T. Cox & Bonnie Matli Cox	CEK-100038646	Mabel Matli Life Estate c/o Bonnie Cox POA	5/7/2018
CEK-100254071	David H. Cole	CEK-100037038	Advocate Oil and Gas	5/7/2018
CEK-100159303	Virgina L Wyers Akins	CEK-100239536	The Mineral Resources Company	5/8/2018
CEK-100093370	Premium Petroleum LLC	CEK-100163742	Fairmount Land & Mineral LLC	5/10/2018
CEK-100086586	Howard J. Cole, Jr.	CEK-100037038	Advocate Oil and Gas	5/10/2018
CEK-100046320	Norma J McCord	CEK-100004261	McCord Foundation Inc.	5/11/2018
CEK-100212816	Melinda Wood	CEK-100239536	The Mineral Resources Company	5/4/2018
CEK-100065961	J O Wood Family Limited Partnership Hill Revocable Living Trust DTD 120188, Bonnie J	CEK-100239536	The Mineral Resources Company	5/4/2018
CEK-100319246	Anderson Trustee Hill Revocable Living Trust DTD 120188, Bonnie J	CEK-100228615	Bonnie J Anderson	5/18/2018
CEK-100319246	Anderson Trustee	CEK-100228623	Stanley D Hill	5/18/2018
N/A	Vickey R Scott	CEK-100335799	Erma Jean Scott and Horace Scott Jr.	5/18/2018
N/A	Reginald L Scott	CEK-100335799	Erma Jean Scott and Horace Scott Jr.	5/18/2018
N/A	Tammy Hill	CEK-100335799	Erma Jean Scott and Horace Scott Jr.	5/18/2018
CEK-100139965	Cynthia A Sullivan	CEK-100037194	Echo Energy LLC	5/17/2018
CEK-100112293	Danny L Scheffler	CEK-100037194	Echo Energy LLC	5/17/2018
CEK-100112412	Leo Scheffler	CEK-100037194	Echo Energy LLC	5/17/2018
CEK-100112439	Leo & Elressa Scheffler Living Trust	CEK-100037194	Echo Energy LLC	5/17/2018
CEK-100077420	Lynn Colbert Charitable Foundation	CEK-100050581	Lefco Energy LLC	5/22/2018
CEK-100006671	Peggy Mullenaux	CEK-100239536	The Mineral Resources Company	5/14/2018
CEK-100226566	Cathy Gail West Bristo Trust	CEK-100210902	Black Mesa Production, LLC	5/14/2018
CEK-100069207	Harvey A Olson Revocable Trust	N/A	Unknown	5/15/2018
CEK-100066208	Janes Living Trust DTD 8/29/19	CEK-100217567	Canyon Creek Royalty, LLC	5/17/2018
CEK-100066216	Joanna Collayar	CEK-100217567	Canyon Creek Royalty, LLC	5/17/2018
CEK-100216820	John W Peavy, III	CEK-100217567	Canyon Creek Royalty, LLC	5/17/2018
CEK-100216811	Pamela K Brandt	CEK-100217567	Canyon Creek Royalty, LLC	5/17/2018
CEK-100159168	Marsha Rosella Wyers Hamilton	CEK-100239536	The Mineral Resources Company	5/17/2018
CEK-100216838	Bernadette Lee	CEK-100217567	Canyon Creek Royalty, LLC	5/18/2018
CEK-100310982	Groenkyke Oil & Gas Properties, LP	CEK-100207197	Sooner Mineral Investments LLC	5/23/2018
CEK-100128734	Debra Ann Banta	CEK-100115411	Rose Mary Grieshammer	5/23/2018