

**Exhibit 1**

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

JOHN CECIL,  
on behalf of himself and all others similarly  
situated,

Plaintiff,

vs.

BP AMERICA PRODUCTION COMPANY  
(f/k/a Amoco Production Company) (including  
BP Amoco Corporation, ARCO, BP Exploration,  
Inc., BP Corporation North America, Inc., and  
BP Energy Company),

Defendant.

Civil Action No. 16-CV-00410-KEW

**[PROPOSED] ORDER APPROVING CLASS ACTION SETTLEMENT AND FINAL  
JUDGMENT**

This is a putative class action lawsuit brought by Plaintiff John Cecil, on behalf of himself and as the proposed representative of a class of royalty owners, against Defendant BP America Production Company (and its affiliates and predecessors), for the alleged non-payment and/or underpayment of royalties on gas and its constituents (including helium, residue gas, natural gas liquids, nitrogen and condensate). On April 13, 2018, Plaintiff and Defendant executed a Settlement Agreement describing the terms of a resulting class Settlement.

On September 5, 2018, the Court preliminarily approved the Settlement Agreement and resulting Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for Settlement Purposes, Approving Form and Manner of

Notice, and Setting Date for Final Fairness Hearing (the “Preliminary Approval Order”). In the Preliminary Approval Order, the Court, *inter alia*:

a. certified the class for settlement purposes, finding that all requirements of Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(e) applicable to a settlement class have been satisfied, for settlement purposes only, with respect to the proposed Settlement Class;

b. appointed Plaintiff, John Cecil, as the class representative (“Class Representative”) and appointed the following law firms as Plaintiff’s Counsel: (a) The Lanier Law Firm; and, (b) Rex A. Sharp, P.A.;

c. preliminarily found: (i) the proposed Settlement Agreement resulted from extensive arm’s-length negotiations and mediation; (ii) the proposed Settlement Agreement was agreed to only after the record was sufficiently developed and complete to allow Plaintiff’s Counsel an adequate opportunity to conduct legal research, fact discovery, expert analysis and to otherwise evaluate relevant factual and legal issues regarding the strengths and weaknesses of Class Representative’s and the proposed Settlement Class’ claims; (iii) Class Representative and Plaintiff’s Counsel have concluded that the proposed Settlement Agreement is fair, reasonable, and adequate; and (iv) the proposed Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement Agreement and Settlement to the proposed Settlement Class;

d. preliminarily approved the Settlement Agreement as fair, reasonable, and adequate and in the best interest of the Settlement Class;

e. preliminarily approved the form and manner of the proposed Notice of Settlement to be communicated to the proposed Settlement Class, finding specifically that such Notice of Settlement among other information: (i) described the terms and effect of the proposed Settlement Agreement and resulting Settlement; (ii) notified the Settlement Class that Plaintiff will seek Plaintiff's Attorneys' fees, Litigation Expenses, and a Case Contribution Award for Class Representative's services; (iii) notified the Settlement Class of the time and place of the Final Fairness Hearing; (iv) described the procedure for requesting exclusion from the proposed Settlement; and (v) described the procedure for objecting to the proposed Settlement Agreement and resulting Settlement or any part thereof;

f. instructed the Settlement Administrator to disseminate the approved Notice of Settlement by direct mail to potential members of the proposed Settlement Class and by publication and to display documents related to the proposed Settlement Agreement and resulting Settlement on an Internet website in accordance with the Settlement Agreement and in the manner approved by the Court, with Administration, Notice, and Distribution Costs of up to \$750,000.00 to be advanced half by Defendant and half by Plaintiff's Counsel in accordance with the Settlement Agreement;

g. provided for the appointment of a Settlement Administrator;

h. set the date and time for the Final Fairness Hearing as November 19, 2018 at 2:00 P.M. in the United States District Court for the Eastern District of Oklahoma; and

i. set out the procedures and deadlines by which members of the proposed Settlement Class could properly request exclusion from the Settlement Class and resulting Settlement or object to the same or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice of Settlement was given to the proposed Settlement Class, notifying them of the proposed Settlement Agreement and the upcoming Final Fairness Hearing. On November 19, 2018, in accordance with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to:

a. determine whether the proposed Settlement Agreement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class, including the entry of the Judgment attached as Exhibit 2 to the proposed Settlement Agreement *inter alia*, dismissing the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;

b. determine whether the notice method utilized by the Settlement Administrator: (i) constituted the best notice that is practicable under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise potential Class Members of the pendency of the Litigation, the proposed Settlement Agreement, their right to exclude themselves from the proposed resulting Settlement, their right to object to the Settlement Agreement and resulting Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the state and federal Constitutions and any other applicable law;

c. determine whether to approve the Allocation Methodology, the Initial Plan of Allocation and distribution of the Net Settlement Fund to Class Members;<sup>1</sup>

d. determine whether the applications for Plaintiff's attorneys' fees, reimbursement for Litigation Expenses, and Case Contribution Award to Class Representative are fair and reasonable and should be approved;<sup>2</sup> and

e. rule on such other matters as the Court deems appropriate.

The Court, having reviewed the Settlement and all related pleadings and filings, and having heard the evidence and argument presented at the Final Fairness Hearing, now **FINDS, ORDERS, and ADJUDGES as follows:**

1. The Court, for purposes of this Order Approving Class Action Settlement and Final Judgment (the "Judgment"), adopts all defined terms as set forth in the Settlement Agreement and incorporates them as if fully set forth herein.

2. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement Agreement and resulting Settlement, as well as personal jurisdiction over Defendant and Class Members.

3. The Settlement Class, which was certified in the Court's Preliminary Approval Order, is defined in the Settlement Agreement as:

All persons or entities, except as specifically excluded below, who are or were royalty owners in wells located in Oklahoma which had production during any portion of the time period from January 1, 1985 through and including December 31, 2017, where Defendant BP America Production Company (including its affiliated predecessors and affiliated successors) is or was the operator (or a working interest owner) who marketed its share of gas as to production before

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<sup>1</sup> The Court will issue a separate order pertaining to the allocation and distribution of the Net Settlement Proceeds among Class Members (the "Plan of Allocation Order").

<sup>2</sup> The Court will issue separate orders pertaining to Plaintiff's Counsel's request for attorneys' fees and reimbursement of Litigation Expenses and Class Representative's request for a Case Contribution Award.

January 1, 2018. The claims in this matter relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).

Excluded from the Class are: (1) United States agencies and Indian tribes and allottees; (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendant, its affiliates, predecessors, and employees, officers, and directors; (4) the claims of royalty owners to the extent their claims are covered by prior settlement agreements, if any, releasing claims as to all or part of the Class Period, but only to the extent such prior settlements fully released the claims of such royalty owner(s) that would be released by this proposed class settlement as to the Class Wells, Released Parties, and Released Claims (the intent being that this Settlement be and remain effective as to any claims not already released by any such prior settlement agreements); (5) overriding royalty owners and others whose interest was carved out from the lessee's working interest; (6) officers of the Court in this case; (7) persons or entities that the Court determines Plaintiff's Counsel are prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (8) any publicly traded company and their affiliated entities that produces, gathers, processes or markets gas; and (9) royalty owners who are suing in their individual capacities only for the alleged underpayment or nonpayment of royalties in *Watts, et al. v. BP America Production Company*, Case No. C-2001-73 in the District Court for Pittsburg County, Oklahoma.<sup>3</sup>

The Court finds that the above-defined Settlement Class has been properly certified for the purposes of the Settlement Agreement and resulting Settlement. The Court finds that the persons and entities identified in the attached Exhibit 1 have filed timely and valid Requests for Exclusion and are hereby excluded from the foregoing Settlement Class, will not participate in or be bound by the Settlement.

4. Capitalized terms not otherwise defined in this Judgment shall have the meaning ascribed to them in the Settlement Agreement filed with the Court on April 13, 2018 (Dkt. #171-1), including but not limited to “**Released Claims**”, “**Released Parties**”, “**Releasing Parties**”,

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<sup>3</sup> The Plaintiffs in the *Watts v. Amoco* case as of the date hereof are: Ronald W. McGee, as Trustee of Watts Ranch, LLC; Nora Ann Watts Enis; Judy R. Durant; Johnye L. Barnes; the Estate of Clara Joann Smith; and the C&J Wilcox Family Trust.

and “**Class Period**”. For reference purposes, the Settlement Agreement is attached hereto as Appendix A.

5. At the Final Fairness Hearing on November 19, 2018, the Court fulfilled its duty to independently evaluate the fairness, reasonableness, and adequacy of the Settlement Agreement and resulting Settlement and the Notice of Settlement provided to the Settlement Class, considering not only the pleadings and arguments of Class Representative and Defendant and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class Members.

6. The Court further finds that due and proper notice, by means of the Notice of Settlement, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notice of Settlement, together with the class settlement website referred to therein: (i) constituted the best notice practicable under the circumstances; (ii) constituted notice reasonably calculated, under the circumstances, to apprise potential Class Members of the pendency of the Litigation, the proposed Settlement Agreement, their right to exclude themselves from the proposed Settlement Agreement and resulting Settlement, their right to object to the same or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notice of Settlement used by the Parties. The Court further finds that all Class Members have been afforded

a reasonable opportunity to request exclusion from the Settlement Class or to object to the proposed Settlement Agreement and resulting Settlement.

7. The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Litigation as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, including that: the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the class action is impracticable; there are questions of law and fact common to the Settlement Class which predominate over any individual questions; the claims of Plaintiff are typical of the claims of the Settlement Class; Plaintiff and his counsel have fairly and adequately represented and protected the interests of the Class Members; and, after considering the interests of the Class Members in individually controlling the prosecution of separate actions, the extent and nature of litigation already commenced by members of the Settlement Class, the desirability or undesirability of continuing the litigation of these claims in this forum, and the difficulties likely to be encountered in the management of the class action—a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Pursuant to and in accordance with Federal Rule of Civil Procedure 23, the Settlement Agreement and resulting Settlement, including, without limitation, the consideration paid by Defendant, the covenants not to sue, the releases, and the dismissal with prejudice of the Released Claims against the Released Parties as set forth in the Settlement Agreement, is approved as fair, reasonable and adequate and in the best interests of the Settlement Class. The Settlement Agreement was entered into between the Parties at arm's-length and in good faith after substantial negotiations and mediation, and was free of collusion. The Settlement Agreement fairly reflects the complexity of the claims, the duration of the Litigation, the extent of discovery, and the balance between the benefits the Settlement

Agreement provides to Class Members and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between experienced counsel and the Parties. The Settlement Agreement and resulting Settlement provide a means of gaining immediate valuable and reasonable compensation and foreclosing the prospect of uncertain results that could occur after many more months or years of additional discovery and litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the approval of the Settlement Agreement and resulting Settlement. The Parties and the Settlement Administrator are hereby authorized and directed to comply with and to cause the consummation of the proposed Settlement in accordance with the Settlement Agreement.

8. By agreeing to settle the Litigation, Defendant does not admit, and instead specifically denies, that the Litigation could have otherwise been properly maintained as a class action (as opposed to a settlement class), and specifically denies any and all liability and wrongdoing to the Class Representative and to the Settlement Class.

9. The Court finds that on April 23, 2018, Defendant caused notice of the Settlement to be served on the appropriate state official for each state in which a Class Member resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. In connection therewith, the Court has determined that the appropriate state official for each state in which a Class Member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds it was not feasible for Defendant to include on each such notice the names of each of the Class Members who reside in each state and the estimated proportionate share of the Net Settlement Fund of each such Class Member to the entire Settlement as referenced in 28 U.S.C. § 1715; therefore, each notice included a reasonable

estimate of the number of Class Members residing in each state and the estimated proportionate share of such Class Members. The Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Class Member may refuse to comply with or choose not to be bound by the Settlement and this Court's Orders in furtherance thereof, including this Judgment.

10. The Litigation and all claims included therein, and all the Released Claims, are dismissed with prejudice as to the Released Parties. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members. The Releasing Parties are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties to the fullest extent permitted by law. The Court thus hereby permanently bars and enjoins the Releasing Parties, and each of them (regardless whether or not any such person or party shares in the Settlement Fund), and all persons acting on behalf of, or in concert or participation with such Releasing Parties, from: filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits from, any lawsuit (including without limitation a putative class action), arbitration, or administrative, regulatory or other proceeding in any jurisdiction based upon or asserting any of the Released Claims. The Released Parties are discharged and/or released from all claims for contribution that have been or may be brought by or on behalf of any persons relating to the Settlement of the Released Claims. The releases and prohibitions of this paragraph apply equally to any claim that relates to the subject matter of the Released Claims except as expressly excluded therefrom. The Court's approval of the Settlement Agreement and entry of judgment herein shall have the effect of barring each of the Releasing Parties from asserting any claim from which that

party would be barred by a judgment resolving the certified claims herein had such claims been brought by such party individually.

11. No party to the Settlement Agreement and resulting Settlement will bear any other party's litigation costs, costs of court, or attorneys' fees. The Court orders that Defendant and Plaintiff's Counsel will be reimbursed for costs advanced under Paragraph 1.1 of the Settlement Agreement out of the Gross Settlement Fund within 10 days following the Effective Date. Any Residual Unclaimed Funds remaining in the account after the Settlement Administrator has completed distributions to Class Members shall be distributed pursuant to paragraph 6.18 of the Settlement Agreement.

12. The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, in assisting with certain aspects of the administration of the Settlement Agreement and resulting Settlement, and directs it to continue to assist Class Representative in completing the administration and distribution of the same in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

13. Nothing in this Judgment shall bar any action or claim by Class Representative or Defendant to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

14. If it has not already occurred, the Settlement Administrator is directed to refund to Defendant the amount attributable to potential Class Members who timely and properly submitted a Request for Exclusion or were otherwise excluded from the Settlement Class by order of the Court. The timing of such refund and how the amount of such refund shall be calculated is set forth in paragraph 6.4 of the Settlement Agreement.

15. This Judgment, and the Settlement Agreement and resulting Settlement (including any provisions contained in or exhibits attached to the Settlement Agreement)—and any negotiations, statements, or proceedings in connection therewith, or any action undertaken pursuant thereto—shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms of this Judgment or the Settlement Agreement and resulting Settlement (including, but not limited to, defending or bringing an action based on the releases provided for herein). The Judgment and the Settlement Agreement and resulting Settlement are not and shall not be deemed, described, or construed to be or offered or received as evidence of a presumption, concession, declaration, or admission by any person or entity of the truth of any allegation made in the Litigation; the validity or invalidity of any claim or defense that was, could have been, or might be asserted in the Litigation; the amount of damages, if any, that would have been recoverable in the Litigation; or any liability, negligence, fault, or wrongdoing of any person or entity in the Litigation.

16. As separately set forth in detail in the Court's Plan of Allocation Order(s), the Allocation Methodology, the Initial Plan of Allocation, and distribution of the Net Settlement Fund among Class Members are approved as fair, reasonable and adequate, and Plaintiff's Counsel and the Settlement Administrator are directed to administer the Settlement Agreement and resulting Settlement in accordance with the Plan of Allocation(s) entered by the Court.

17. The Court finds that Class Representative, Defendant, and their respective Counsel have complied with the requirements of the Federal Rules of Civil Procedure as to all proceedings and filings in this Litigation. The Court further finds that Class Representative and Plaintiff's Counsel adequately represented the Settlement Class in entering into the Settlement Agreement and implementing the resulting Settlement.

18. Neither Defendant nor Defendant's Counsel has any liability or responsibility to Plaintiff, Plaintiff's Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Settlement Administrator. Except as described in paragraph 6.21 of the Settlement Agreement, no Class Member shall have any claim against Plaintiff's Counsel, the Settlement Administrator, or any of their respective designees or agents based on loss of any portion of the distributions made substantially in accordance with the Settlement Agreement, the Court's Plan of Allocation Order(s), or other orders of the Court.

19. Any Class Member who receives a Distribution Check that he/she is not legally entitled to receive is hereby ordered to either (1) pay the appropriate portion(s) of the Distribution Check to the person(s) legally entitled to receive such portion(s) or (2) return the Distribution Check uncashed to the Settlement Administrator.

20. All matters regarding the administration of the Gross Settlement Fund or taxation of funds distributed from the Net Settlement Fund shall be handled in accordance with the Settlement Agreement.

21. Any order approving or modifying any Plan of Allocation Order, the application by Plaintiff's Counsel for an award of attorneys' fees or reimbursement of Litigation Expenses, or the request of Class Representative for a Case Contribution Award shall be handled in accordance with the Settlement Agreement and the documents referenced therein (to the extent the Settlement Agreement and documents referenced therein address such an order).

22. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction over the Litigation, Class Representative, Class Members,

Defendant, and the other Released Parties for the purposes of: (i) supervising and/or determining the fairness and reasonableness of the implementation, enforcement, construction, and interpretation of the Settlement Agreement and resulting Settlement, any Plan of Allocation order entered by the Court, and this Judgment; (ii) hearing and determining an application for an award of Plaintiff's Attorneys' Fees, and Litigation Expenses, and/or a Case Contribution Award for Class Representative, if such determinations were not made at the Final Fairness Hearing; (iii) supervising the distribution of funds; (iv) resolving any dispute regarding a Party's right to terminate the Settlement pursuant to the Settlement Agreement; (v) all matters concerning the administration and enforcement of the Settlement, including the entry of injunctive or other relief to enforce, implement, administer, construe and/or interpret the Settlement Agreement; and (vi) exercising jurisdiction over any challenge to the Settlement Agreement and resulting Settlement on any basis whatsoever.

23. If for any reason whatsoever this Judgment does not become Final and Non-Appealable in accordance with the definition of that phrase in the Settlement Agreement, for example—but without limitation—because the Settlement Agreement and resulting Settlement is terminated as the result of a successful appeal of this Judgment, then this Judgment and all orders previously entered in connection with the Settlement Agreement and resulting Settlement shall be rendered null and void and shall be vacated to the extent provided by and in accordance with the Settlement Agreement. The provisions of the Settlement Agreement relating to termination of the Settlement Agreement shall be complied with including: (1) the refund to Defendant of all amounts in the Settlement Administrator's accounts or in the Escrow Account after any disbursement to Plaintiff's Counsel pursuant to (2) below; (2) the refund to Plaintiff's Counsel of that portion, if any, of the \$375,000 that Plaintiff's Counsel contributed toward

Administration, Notice, and Distribution Costs that has not previously been expended by the Settlement Administrator.

24. All Released Claims, on behalf of Plaintiff and the Class Members, are hereby DISMISSED WITH PREJUDICE to the refile of the same or any portion thereof against the Released Parties. The Court retains jurisdiction as set forth in ¶22 to perform any of the functions listed therein, including, without limitation, to administer the Settlement distribution process as contemplated in the Court's Plan of Allocation order(s), administer other aspects of the Settlement as described in the Settlement Agreement, and issue any additional orders pertaining to Plaintiff's Counsel's request for attorneys' fees and reimbursement of reasonable Litigation Expenses and Class Representative's request for a Case Contribution Award. Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all claims against Defendant, and is therefore a final appealable judgment. Regardless, there is no reason for delay in the entry of this Judgment, and the Court hereby expressly directs the Clerk of the Court to enter this Judgment as a final order and final judgment in this Litigation.

25. [IF OBJECTION(S) ARE MADE – ADDITIONAL LANGUAGE TO BE DETERMINED BASED ON OBJECTION(S)]

IT IS SO ORDERED.

Dated this \_\_ day of \_\_\_\_\_, 2018.

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Kimberly E. West  
UNITED STATES MAGISTRATE JUDGE

**APPROVED AS TO FORM**

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