EXHIBIT 2

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

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| JOHN CECIL,<br>on behalf of himself and all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>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),<br><br>Defendant. | Civil Action No. 16-CV-00410-KEW |

**DECLARATION OF ROBERT G. GUM**

I, Robert G. Gum, declare as follows:

1. I was selected by the parties to mediate the above-entitled action and did so as an independent mediator resulting in a mediated settlement.

2. While the mediation process is confidential, I have been authorized to inform the Court of the procedural and substantive mediation matters set forth below in this Declaration.

3. My statements and those of the parties during the mediation are subject to a confidentiality agreement, and I do not intend to waive that agreement. I make this Declaration based on personal knowledge and am competent to so testify.

**Qualifications**

4. I am a graduate of Oklahoma State University and University of Oklahoma Law School, the latter in 1977. I have practiced law in Oklahoma primarily as a litigator in oil and gas matters ever since. I have been involved with royalty owner litigation on both sides and have remained well-versed in Oklahoma oil and gas law. I am currently a partner in the Oklahoma City

office of Gum, Puckett, Mackechnie, Coffin & Matula, LLP where I have practiced complex civil litigation, oil and gas law, and mediations.

5. For several years, I have successfully mediated high-stakes civil disputes often involving Fortune 500 companies. I have successfully mediated a number of royalty owner class actions (approximately 17) involving the alleged failure to pay royalty on gas conditioning service costs such as gathering fees, gathering fuel, lost and unaccounted for gas, compression, dehydration, treatment, processing fees, processing plant fuel, raw make NGL transportation and fractionation, and other charges, as well as the alleged failure to pay or pay completely for natural gas, NGLs, Helium, Drip Condensate, and other products from oil and gas wells, such as was involved in this case. These cases have resulted in hundreds of millions of dollars in class wide settlements. I have also served as an expert witness in protested fairness hearings in these types of cases.

6. A list of mediated oil and gas cases will be supplied upon request.

**The Settlement Process Was Thorough, Fair, and Arm's Length**

7. Before and throughout the mediation, the parties provided to me extensive legal briefing of the class certification and merits issues, supported by substantial factual, expert, and back up data. The parties exchanged those concepts with one another and responded to one another's positions to clarify and refine the arguments. Finally, I discussed recent court decisions and positions with both sides to expose their strengths and weaknesses, as well as to clarify where substantial disputes on class certification, liability, and damages still existed. Both parties responded to those questions throughout the mediation process.

8. It was apparent to me from the submissions and presentations made by Plaintiff's Counsel before and during the mediation sessions that Plaintiff's Counsel performed a thorough

examination of the factual discovery, and with the aid of experts analyzed it to determine appropriate case valuations. Legal research and analysis of Oklahoma law, federal law, and the law of other states was provided by Counsel, who were current and well informed on the law. It was also apparent to me that considerable spade work had been done by Class Counsel to prepare the case for mediation before I was hired. They obtained substantial amounts of confidential information from Defendant to enable Plaintiff's Counsel's assessment of the case.

9. After agreeing to attempt to mediate a resolution of the case, as is my standard practice, I asked each party for a thoughtful, confidential pre-mediation statement for my use and benefit. Each side complied outlining their positions as to liability, damages, and procedural issues. Prior to the first formal mediation session, I interviewed class counsel and defense counsel to discuss their concerns and opinions and to preview my own thoughts regarding settlement values, etc. Our first formal mediation session took place on Saturday, January 20, 2018. A second formal session was held on February 12, 2018. Both formal sessions were at my office in Oklahoma City. Although not completely successful, the sessions refined the issues and encouraged continual negotiation towards a settlement number. To bridge the gap between the parties, I shared my thoughts with the parties as to what I saw as appropriate terms of a settlement. The parties still did not agree. But this laid the ground work for the parties to continue to communicate and negotiate through me via telephone. The settlement talks were on and off again for some time while we engaged in frequent phone conversations to identify and eliminate sticking points. Ultimately, the salient terms of the settlement were agreed to, including the amount of money to be paid and the go forward length and provisions.

10. The parties then worked on a formal Settlement Agreement, a long and difficult process. Each side's attorneys are well versed in the customary terms of settlements of these cases,

but I stayed up to date on the status of the documentation process. The terms of the ultimate agreement are appropriate to this case.

11. After presiding over the mediation process in this case, I am convinced that the parties' settlement is the product of vigorous and independent advocacy and arm's-length negotiation conducted in good faith. There was no collusion between the parties and, in fact, there was quite a bit of acrimony. I have worked extensively with each side's attorney handling these negotiations and I stand firm in my belief in their integrity. Each of them was tough, but in the end satisfied with the settlement as being reasonable under the circumstances.

12. The parties exchanged substantial amounts of data for the experts to analyze. Doing so resolved many factual disputes between the parties. However, considerable differences continued to exist between the parties on class certification, liability, and damages.

13. Legal uncertainty complicated the issues of liability and class certification. A split of opinion among the many courts handling these cases was in play on both procedural and substantive issues.

14. I developed a complete understanding of the full range of the dispute, the respective positions of the parties, and the relative strengths and weaknesses of those positions, as well as the risks, rewards, and costs of continued litigation and inevitable appeal. As is my standard practice as a mediator, I discussed all these matters with both parties in private sessions to make sure each side appreciated its weakness and the other side's strength.

15. Mediations of post-production costs class actions are always affected by concerns over the need to be fair to the class; however, this issue was such a priority with Plaintiff's Counsel here that it very nearly made impossible an ultimate agreement on a settlement number. Recent history of objections to the fairness of proposed settlements in notable cases was well known to all

counsel and yours truly. My problem was not only to get the parties together on terms within the range of what I believed to be fair, but that the terms be such that Plaintiff's Counsel believed them to be more than fair to warrant presentation to the Court. This had the ultimate effect of "sweetening" the recovery for the Settlement Class.

16. Based on my knowledge of the issues in dispute, my review of the substantial factual and legal materials presented before and at the mediation, the rigor of the negotiations, the relative strengths and weaknesses of the parties' positions, and the benefits achieved in the settlement, I believe that the terms of the settlement are abundantly fair, adequate, reasonable and in the best interests of the Settlement Class. I am a big believer in the leveling effect of an informed, arm's-length negotiation when it comes to assuring that a particular settlement is reasonable. In my experience, settlement, particularly a mediated settlement, is almost always a more reliable means of weighing and managing litigation risk than is the trial of a matter. Weighing risk and assessing claim value is obviously highly subjective, leaving room for good-faith disagreement, but I always feel good and conclude that the negotiated number was the right number when I see both sides finally and reluctantly agree to it, and that is what happened here. Competing interests and shared information as was present during this mediation works as a very effective vaccination against an unreasonable or unfair result.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 15, 2018.

Robert G. Gum