

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

(1) CHIEFTAIN ROYALTY COMPANY,
(2) KELSIE WAGNER, TRUSTEE OF THE
KELSIE WAGNER TRUST AND,
(3) KELSIE WAGNER, SUCCESSOR TRUSTEE
OF THE WADE COSTELLO TRUST

Plaintiffs,

v.

(4) MARATHON OIL COMPANY,

Defendant.

Case No. CIV-17-334-SPS

**NOTICE OF PROPOSED SETTLEMENT,
MOTION FOR ATTORNEYS' FEES, AND FAIRNESS HEARING**

A court authorized this Notice. This is not a solicitation from a lawyer.

If you belong to the Settlement Class and this Settlement is approved, your legal rights will be affected whether you act or not. Read this Notice carefully to see what your rights and options are in connection with this Settlement.¹

- On December 17, 2018, the Court preliminarily approved a Settlement in the above-captioned litigation (the "Litigation") between Chieftain Royalty Company, Kelsie Wagner as Trustee of the Kelsie Wagner Trust, and Kelsie Wagner as Successor Trustee of the Wade Costello Trust, on behalf of themselves and all others similarly situated ("Plaintiffs"), and Marathon Oil Company ("Defendant"). Capitalized terms not otherwise defined in this notice shall have the meanings attributed to those terms in the Settlement Agreement referred to below.
- Defendant has agreed to pay \$14,950,000.00 in cash ("Gross Settlement Fund") and has made other non-monetary agreements ("Future Benefits") which are estimated by Plaintiffs to have a net present value of at least \$17,100,000.00, in settlement of all claims alleged in the Litigation. In exchange, the Settlement Class shall release any Released Claims (as defined below in the

¹ This Notice summarizes and is qualified in its entirety by the Stipulation and Agreement of Settlement ("Settlement Agreement") and the documents referenced therein, which set forth the terms of the Settlement. Please refer to the Settlement Agreement for a complete description of the terms and provisions thereof. A copy of the Settlement Agreement is available at www.Chieftain-Marathon.com.

Answer to Question No. 2) the Releasing Parties may have against the Released Parties (as defined below in the Answer to Question No. 2). The Gross Settlement Fund, less Plaintiffs' Attorneys' Fees, Litigation Expenses, any Case Contribution Award awarded by the Court, other costs approved by the Court, and the amount of money attributable to Class Members who elect to exclude themselves from the Settlement or are otherwise excluded from the Settlement Class (the "Net Settlement Fund"), will be distributed to Class Members who qualify for a distribution.

- The Settlement Class definition and exceptions are listed below in Question No. 5: **"How do I know whether I am part of the Settlement Class?"** and Question No. 6: **"Are there other exceptions to being included?"**
- Defendant does not believe it paid statutory interest incorrectly, paid proceeds untimely, or violated any laws, and denies any liability and all allegations of wrongdoing asserted. Plaintiffs and Defendant disagree on the amount of damages, if any, that could have been recovered if the Settlement Class prevailed on any of its claims at trial. In addition, Defendant does not agree that it would be appropriate to certify the claims asserted by Plaintiffs on behalf of the Settlement Class in a contested class action.
- Counsel for Plaintiffs ("Plaintiffs' Counsel") intends to seek an award of attorneys' fees up to \$5,980,000.00 to be paid from the Gross Settlement Fund. Plaintiffs' Counsel have been litigating this case for nearly one and a half years without any payment whatsoever, advancing hundreds of thousands of dollars in labor and expense. Plaintiffs' Counsel will also request reimbursement of the expenses they have incurred in connection with the prosecution of this Litigation, and will incur through final distribution, which will not exceed \$350,000.00 and will be paid from the Gross Settlement Fund. In addition, Plaintiffs intends to seek a Case Contribution Award of up to \$75,000.00 to be paid from the Gross Settlement Fund for Plaintiffs' representation of the Class.
- In reaching the Settlement, Plaintiffs and Defendant have avoided the uncertainty, cost and time of a contested class certification proceeding and trial. Plaintiffs have agreed to the Settlement to avoid the risk that the Settlement Class could not be certified in a contested class action and that some or all of the claims of the Settlement Class against Defendant could be dismissed.

YOUR LEGAL RIGHTS AND OPTIONS	
You Do Not Need To Take 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 and receive a payment. The portion of the Net Settlement Fund to which you are entitled will be calculated as part of the administration of the Settlement.
Exclude Yourself (by February 22, 2019 at 5 p.m. CT)	If you do not wish to be a member of the Settlement Class, you <i>must</i> exclude yourself (as described below in Answer to Question No. 13 and in the Settlement) and you will not receive any payment from the Settlement Fund. You cannot bring or be part of another lawsuit or arbitration against any of the Released Parties based on any Released Claims unless you exclude yourself from the Settlement Class.
Object (by February 22, 2019 at 5 p.m. CT)	If you do not exclude yourself and you wish to object to any part of the Settlement, the attorneys' fees or litigation costs requested by Plaintiffs' Counsel, or the Case Contribution Award requested by Plaintiffs, you may (as discussed below in Answer to Question No. 18 and in the Settlement Agreement) write to the Court about your objections.
Attend the Final Fairness Hearing (to be held on March 8, 2019 at 2:00 p.m. CT)	If you have submitted a valid and timely written objection to any aspect of the Settlement, the attorneys' fees or litigation expenses requested by Plaintiffs' Counsel, or the Case Contribution Award requested by Plaintiffs, you may (but do not have to) attend the Final Fairness Hearing and present your objections to the Court at that hearing (as described below in Answer to Question No. 22 and in the Settlement Agreement).
Do Nothing	If you are a Class Member and do nothing, you will be bound by the terms of the Settlement as set forth in the Settlement Agreement and the documents referenced therein, will be bound by the release of and agreement not to sue the Released Parties, will receive your portion of the Net Settlement Fund (if any), and will not be able to bring or pursue any Released Claims in any other lawsuit or arbitration. It is your responsibility to familiarize yourself with the Settlement and all other documents regarding the Settlement that can be found at www.Chieftain-Marathon.com .

- **These rights and options—and the deadlines to exercise them—are explained in this Notice and in the Settlement Agreement. Please note that the date of the Final Fairness Hearing—currently scheduled for March 8, 2019—is subject to change without further notice. If you plan to attend the Final Fairness Hearing, you should check the Court's docket or www.Chieftain-Marathon.com to be sure no change to the date and time of the hearing has been made.**
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to Class Members only if the Court approves the Settlement and that approval is upheld in any appeals that may be filed.

WHAT THIS NOTICE CONTAINS

Summary of Settlement	1
Basic Information	5
1. Why did I get this Notice package?	5
2. What is the Litigation about?	5
3. Why is this case a class action?	7
4. Why is there a Settlement?	7
5. How do I know whether I am part of the Settlement Class?	8
6. Are there other exceptions to being included?	8
7. I am still not sure whether I am included.	8
The Settlement Benefits - What You Receive	9
8. What does the Settlement provide?.....	9
9. How much will the cash portion of my payment be?.....	9
10. How can I get a payment?	9
11. When would I get my payment?	10
12. What is the effect of my remaining in the Settlement Class?.....	10
13. How do I get out of the Settlement and not release my claims?	10
14. If I don't exclude myself from the Settlement Class, can I sue the Released Parties for the same thing later?	12
15. If I exclude myself, can I get money from this Settlement in connection with the Litigation?	12
The Lawyers Representing You	12
16. Do I have a lawyer in the case?	12
17. How will the lawyers be paid?	12
Objecting to the Settlement, Plan of Allocation, Attorneys' Fees and Expenses, and Plaintiffs' Case Contribution Awards	13
18. How do I tell the Court that I do not like any aspect of the Settlement?.....	13
19. What's the difference between objecting and excluding myself?	14
20. When and where will the Court decide whether to approve the Settlement?	15
21. Do I have to come to the hearing?	15
22. May I speak at the hearing?	15
If You Do Nothing	15
23. What happens if I do nothing at all?	15
Getting More Information	16
24. Are there more details about the Settlement?	16
25. How do I get more information?	16

BASIC INFORMATION

1. Why did I get this Notice package?

You are being sent this Notice because you may be a member of the Settlement Class in the Litigation as described herein. Payment history records reflect that you have received payments from Defendant (or someone paying proceeds on Defendant's behalf) for oil and gas production proceeds from oil and gas wells in Oklahoma during the Claim Period (as defined in the Settlement Agreement and in the 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 Third Amended Complaint ("Complaint") filed in the Litigation. This Notice explains the claims being asserted in the Litigation, explains the Settlement, explains your right to remain a member of the Settlement Class (see Answer to Question No. 12), explains your right to opt out of the Settlement Class and be excluded from the Settlement (see Answer to Question No. 13), and explains your right to object to the Settlement (see Answer to Question No. 18).

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, 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 it, after any objections and appeals are resolved, the Court-appointed Settlement Administrator will cause payments to be made to Class Members in accordance with the Settlement Agreement.

This Notice package describes the Litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Litigation is the United States District Court for the Eastern District of Oklahoma. The persons prosecuting this Litigation on behalf of the Class are called the "Plaintiffs" and the company it is suing is called the "Defendant." This case, also called the "Litigation," is known as *Chieftain Royalty Company et al. v. Marathon Oil Company*, Case No. 6:17-cv-00334-SPS.

2. What is the Litigation about?

The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on payments made by Defendant (or on behalf of Defendant) outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, *et seq.* (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. Specifically, in their Complaint, Plaintiffs allege that Defendant: (1) failed to pay or delayed payment of statutory interest on payments made outside the time periods set forth in the PRSA or any applicable statute or contract; (2) underpaid statutory interest due under the PRSA or any applicable contract; (3) failed to pay interest on any escheat payments made to the State of Oklahoma or any other state or government agency pursuant to the Uniform Unclaimed Property Act, Unclaimed Pooled Monies Act, or similar statutes; (4) awaited a demand prior to paying statutory interest under the PRSA; (5) misrepresented and/or omitted the amount of statutory interest owed; and (6) is liable to Class Members for breach of duties under the PRSA, actual fraud, constructive fraud, deceit, unjust enrichment/disgorgement, accounting, punitive damages, and injunctive relief.

Defendant expressly denies all of Plaintiffs' factual and legal allegations. Defendant also expressly denies all of Plaintiffs' allegations that it has done anything wrong, breached any duties under the PRSA, committed any type of fraud, been deceitful, or been unjustly enriched. Defendant also

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denies it is liable to Plaintiffs or any of the Class Members for any of the claims and allegations in the Litigation or that it would be appropriate to award any type of damages, an accounting, or injunctive relief. Defendant further denies it would be appropriate to certify a contested class based on the facts and claims at issue in the Litigation.

The Court has made no determination with respect to any of the parties' claims or defenses.

A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District Court for the Eastern District of Oklahoma, located at 101 North 5th Street, Muskogee, Oklahoma 74401, in the file for Case No. 6:17-cv-00334-SPS. Some of the relevant pleadings are additionally located on the website found at www.Chieftain-Marathon.com. Should you have questions regarding the status, rulings or issues in the Litigation, such questions can be submitted as set forth below.

Release

If the Court enters a final order approving the Settlement, all Class Members, on behalf of the "Releasing Parties," will release any "Released Claims" they have against the "Released Parties." This means that if you remain a member of the Settlement Class, any and all claims related to underpaid and unpaid interest for payments made during the Claim Period will be released and discharged.

"Claim Period" means any time up to and including August 31, 2018.

"Released Claims" means all claims and damages (statutory, contract, tort, equitable, punitive, interest, and other relief) that the Releasing Parties may have against the Released Parties arising out of or related to underpaid and/or unpaid statutory interest for payments on Oklahoma oil and gas production made or issued at any time prior to September 1, 2018. Without limiting the foregoing, the Released Claims include all claims and damages asserted in the Third Amended Complaint filed by Plaintiffs in the Litigation, except for claims excluded from the scope of Released Claims in the last paragraph of Section 1.32 of the Settlement Agreement; any and all claims that were, or that could have been, asserted in any forum or venue related to underpaid and unpaid statutory interest under the Production Revenue Standards Act, 52 Okla. St. §570.1, *et seq.* (the "PRSA"), whether known or unknown, whether at law or in equity, or under any applicable statute; and including any and all relief and remedies, except for claims excluded from the scope of Released Claims in the last paragraph of Section 1.32 of the Settlement Agreement. The release will be binding on all members of the Settlement Class without regard to whether a member of the Settlement Class actually receives a payment from the Settlement Fund and without regard to whether any payment received was correctly determined. All members of the Settlement Class and their heirs, successors, and assigns will be enjoined from filing or prosecuting Released Claims. The release shall extend to and include Defendant; its predecessors, successors, heirs, assignors, and assignees; any past and present affiliates and subsidiaries; and any directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, insurers, subsidiaries and affiliates of the foregoing persons or entities. Released Claims specifically include, without limitation, all claims and alleged damages relating to payments made up to and including August 31, 2018 for all of the Released Parties' Oklahoma oil and gas production regarding the Released Parties' alleged: (a) failure to pay, or delay in paying, interest on payments made outside of time periods prescribed by the PRSA or any applicable statute or contract; (b) payment of interest that was less than the amount of interest due under the PRSA or any other applicable statute or contract; (c) misrepresentation or omission regarding the amount of interest the Released Parties owed, including if any interest was, in fact, owed; (d) breach of statutory, contractual or other obligation(s) to pay interest; (e) failure to pay interest allegedly owed on any escheat payments the Released Parties made to the State of Oklahoma or any other state or government agency

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pursuant to the Uniform Unclaimed Property Act, Unclaimed Pooled Monies Act, or similar statutes; and (f) fraud, constructive fraud, deceit, concealment, unjust enrichment, disgorgement, accounting, actual damages, punitive damages, and injunctive relief related to or arising out of the Released Parties' obligation to pay interest on proceeds from any Oklahoma oil and gas production.

Defendant represents that it has no electronic pay data prior to January 1, 2002 and the Parties recognize that the Released Claims prior to January 1, 2002 are likely of little or no value and may have been previously released. In light of this, the Parties agree that interest claims associated with payments made at any time on or after the effective date of the PRSA will be included as Released Claims.

The Released Claims do not include (a) claims related solely to underpaid or unpaid royalties for which payments were not made or issued by Defendant prior to September 1, 2018, (b) claims for breach of obligations to Class Members to develop Oklahoma oil and gas leases and failure to prevent offset drainage, (c) the "Class I" claims asserted in *Kunneman Properties LLC v. Marathon Oil Company*, No. 17-cv-456-JED-FHM, as described in the Original Complaint in that case, or (d) claims for unpaid statutory interest attributable to Oklahoma oil or gas proceeds held in suspense by Defendant on or after September 1, 2018.

"Released Parties" means Defendant; its predecessors, successors, heirs, assignors, and assignees; and any past and present affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, insurers, and affiliates of the foregoing persons or entities.

"Releasing Parties" means Plaintiffs and the Class Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court; their predecessors, successors, heirs, assignors, and assignees; and any past and present officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, and affiliates of such persons or entities. Releasing Parties includes all Class Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court without regard to whether a member of the Settlement Class actually received a payment from the Gross Settlement Fund and without regard to whether any payment received was correctly determined. All members of the Settlement Class who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court and their heirs, successors, and assigns will be enjoined by the Court in the Judgment from filing or prosecuting Released Claims.

3. Why is this case a class action?

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All of the individuals and entities on whose behalf the plaintiffs are suing are class members. One court resolves the issues for all class members, except for those who choose to exclude themselves from the class. Here, United States Magistrate Judge Steven P. Shreder is presiding over the Litigation.

4. Why is there a Settlement?

The Court has not reached a final judgment as to whether the Settlement Class could be certified as a contested class action or that Plaintiffs have proven or can prove their claims against the Released Parties. It would likely take several more years before a contested class certification proceeding and trial on the merits could be held, final judgment entered, and appeals exhausted. Instead, Plaintiffs and

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Defendant have agreed to the Settlement in order to resolve the Litigation. In reaching the Settlement, both sides have avoided the risk, cost and time of a trial, and Plaintiffs have avoided any further delay in resolving the Litigation. In addition, as with any litigated case, Plaintiffs would face an uncertain outcome if this Litigation went to trial. On the one hand, a trial could result in a verdict greater than the Settlement. However, Defendant has asserted many defenses, and a trial could result in a judgment in favor of Defendant on class certification and liability or a verdict lower than the Settlement Amount that Plaintiffs have obtained, or even no recovery at all for Plaintiffs and the Class Members. Based on these factors and others, Plaintiffs and Plaintiffs' Counsel believe the Settlement is best for all Class Members.

5. How do I know whether I am part of the Settlement Class?

The Settlement Class consists of the following individuals and entities, subject to the exceptions listed in the answer to Question No. 6 below:

All non-excluded persons or entities:

- i. who received working interest, royalty, and/or overriding royalty payments from Defendant for oil and/or gas proceeds from Oklahoma Wells at any time up to and including August 31, 2018; or
- ii. whose oil and/or gas proceeds have been paid over by Defendant to various state agencies as unclaimed or abandoned property at any time up to and including August 31, 2018.

6. Are there other exceptions to being included?

The persons or entities excluded from the class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) Commissioners of the Land Office of the State of Oklahoma (CLO); (3) publicly traded oil and gas companies and their affiliates; (4) persons or entities (and their affiliates) who are the Oklahoma Corporation Commission (OCC) designated operator of more than fifty (50) Oklahoma wells in June 2018; (5) persons or entities that Plaintiffs' counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct, including, but not limited to, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives; and (6) officers of the court.

Also, you are not a Class Member if you exclude yourself from the Settlement Class by submitting a valid and timely request for exclusion in accordance with the requirements set forth in this Notice and in the Settlement. The procedure for requesting exclusion from the Settlement Class is described below in the Answer to Question No. 13.

7. I am still not sure whether I am included.

If you are still not sure whether you are included, you can ask for help, which will be provided to you at no cost. You can call the Settlement Administrator at 1-833-402-1724 or write to the following address:

Chieftain-Marathon Settlement
c/o JND Class Action Administration, Settlement Administrator
P.O. Box 91232
Seattle, WA 98111-9332

Questions? Call 1-833-402-1724 toll free or visit www.Chieftain-Marathon.com

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

8. What does the Settlement provide?

In consideration of the Settlement, Defendant has agreed to pay \$14,950,000.00 in cash. In addition, Defendant has agreed to, commencing within the later of (i) 6 months after execution of the Settlement Agreement or (ii) 30 days after the date a judgment approving the Settlement becomes Final and Non-Appealable, (1) implement new procedures and policies reasonably calculated to accomplish the payment of statutory interest to owners in Oklahoma without awaiting a demand for such statutory interest, and will maintain such procedures (or other policies and procedures reasonably calculated to accomplish the same result) unless or until there is a change in the law; and (2) take steps reasonably calculated to comply with Oklahoma law regarding the exercise of due diligence and the conduct of meaningful searches to locate Owners. See the Settlement Agreement for full details. While Defendant has not analyzed and takes no position regarding the value of these Future Benefits, Plaintiff estimates these Future Benefits have a net present value of at least \$17,100,000.00.

The Settlement, if approved, will result in the dismissal of the Third Amended Complaint against Defendant and the release by all Class Members of all the Released Claims the Releasing Parties may have against the Released Parties, as defined above in Answer to Question No. 2. The Net Settlement Fund will be distributed to the Class Members who are not excluded from the Settlement Class in accordance with the provisions of the Allocation Methodology and Plan of Allocation, which is explained below in the Answer to Question No. 9.

9. How much will the cash portion of my payment be?

The Net Settlement Fund shall be allocated to Class Members on the following basis:

With the Court's approval, Plaintiffs' Counsel shall, subject to Court approval, allocate the Net Settlement Fund to individual Class Members who are participating in the Settlement proportionately based on the amount of statutory interest owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA, with due regard for the production date, the date the underlying payment was made, the amount of the underlying payment, the time periods set forth in the PRSA, any additional statutory interest that Plaintiff's Counsel believes has since accrued, and the amount of interest or returns that have accrued on the Class Member's proportionate share of the Net Settlement Fund during the time such share was held in the Escrow Account. This allocation is subject to modification by Plaintiffs' Counsel and final approval by the Court.

If you have questions about the tax consequences of participating in the Settlement, you should consult with your own tax advisor.

10. How can I get a payment?

If you do **not** exclude yourself pursuant to the procedure set forth in Answer to Question No. 13 below, **YOU DO NOT NEED TO TAKE ANY ACTION WHATSOEVER** to receive your portion of the Net Settlement Fund (if any).

11. When would I get my payment?

Payment to Class Members is contingent on several matters, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeal to any court, as set forth more specifically in paragraph 1.14 of the Settlement Agreement.

The Net Settlement Fund will be distributed by the Settlement Administrator as soon as reasonably possible after final approval has been obtained for the Settlement and any appeals are exhausted. The Settlement Agreement specifies deadlines for distributing the Net Settlement Fund. Any appeal of final approval could take well in excess of one year. It is not anticipated that any meaningful interest will accrue on the Net Settlement Fund. The Settlement will terminate if the Court does not approve the terms of the Settlement or if a Judgment approving the Settlement is reversed on appeal. If the Settlement terminates, the Litigation will proceed as if the Settlement had not been reached.

You may receive information about the progress of the Settlement by visiting the website at www.Chieftain-Marathon.com, or by calling 1-833-402-1724 or writing to: *Chieftain-Marathon Settlement*, c/o JND Class Action Administration, Settlement Administrator, P.O. Box 91232, Seattle, WA 98111-9332.

12. What is the effect of my remaining in the Settlement Class?

Unless you exclude yourself from the Settlement Class, if the Settlement is approved, you will be a Class Member. As a Class Member, you will receive any portion of the Net Settlement Fund allocated to you and will be bound by all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, you will not be able to sue, continue to sue, or be part of any other lawsuit against any of the Released Parties concerning any of the Released Claims.

13. How do I get out of the Settlement and not release my claims?

To get out of the Settlement, you must exclude yourself from the Settlement Class. To exclude yourself from the Settlement Class, you must file with the United States District Court for the Eastern District of Oklahoma and send by certified mail, return receipt requested, to Defendant's Counsel, Plaintiffs' Counsel, and the Settlement Administrator a written statement that you want to be excluded from the Settlement Class in *Chieftain Royalty Company et al. v. Marathon Oil Company*. In addition to the other information specified in the rest of this answer, your statement must include your name, address, telephone number, and notarized signature, and must be filed and received no later than February 22, 2019 at 5 p.m. CT. For assistance on how to file with the United States District Court for the Eastern District of Oklahoma you may email CM-ECFintake_oked@oked.uscourts.gov or call (918) 684-7920. Your written statement must be sent to:

Chieftain-Marathon Settlement
c/o JND Class Action Administration, Settlement Administrator
P.O. Box 91232
Seattle, WA 98111-9332

Plaintiff's Counsel:	Defendant's Counsel:
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Lawrence R. Murphy, Jr. LAWRENCE R. MURPHY, JR., P.C. 624 South Boston, Floor 8 Tulsa, OK 74119	

To be effective, your written request for exclusion must be SERVED and RECEIVED at the above addresses no later than February 22, 2019 at 5 p.m. CT. You cannot exclude yourself on the website, by telephone, facsimile or by e-mail. The letter must be signed by you under oath and acknowledged by a Notary Public. In the letter, you must identify your interest in any wells for which you have received payments from Defendant or anyone making payments on Defendant's behalf, including the name, well number, county in which the well is located, and the owner identification number. Any such letter also should state generally:

Dear Judge, I want to exclude myself from the Settlement Class in Chieftain Royalty Company et al. v. Marathon Oil Company, Case No. 17-cv-334-SPS, United States District Court for the Eastern District of Oklahoma. I understand it will be my responsibility to pursue any claims I may have, if I so desire, on my own and at my expense.

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. You must exclude yourself even if you already have a pending case against any of the Released Parties based upon any Released Claims.

If you validly request exclusion as described above, you will not receive a Distribution, you cannot object to the Settlement, and you will not have released any claim against the Released

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Parties. You will not be legally bound by anything that happens in the Litigation. You will also not participate in any distribution of the Net Settlement Fund. Do not request exclusion if you wish to participate in the Settlement.

14. If I don't exclude myself from the Class, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself from the Settlement Class in connection with the Litigation, you (and any other Releasing Parties) give up any right to sue any or all of the Released Parties for any Released Claims. If you have a pending lawsuit or arbitration against Defendant or any of its officers and/or directors or any other Released Parties, speak to the lawyer representing you in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit or arbitration against any of the Released Parties.

15. If I exclude myself, can I get money from this Settlement in connection with the Litigation?

No. If you exclude yourself from the Settlement Class, you may be able to sue, continue to sue, or be part of a different lawsuit or arbitration against the Released Parties, but you will not receive any money from the Settlement discussed in this Notice.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The law firms of (a) Ryan Whaley PLLC; (b) Barnes & Lewis, LLP; (c) Whitten Burrage; and (d) Lawrence R. Murphy, Jr., represent the Plaintiffs and all other Class Members in this Litigation. These lawyers are called Plaintiffs' Counsel. You will not be charged directly by these lawyers. If the Court authorizes it, these lawyers will be paid in accordance with the Answer to Question No. 17 below. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Plaintiffs' Counsel intends to seek an award of attorneys' fees up to \$5,980,000.00 to be paid out of the Gross Settlement Fund. Plaintiffs' Counsel has been litigating this case for approximately one and a half years without any payment whatsoever. At the Final Fairness Hearing, Plaintiffs' Counsel will also seek reimbursement from the Gross Settlement Fund of the expenses incurred in connection with the prosecution of this Litigation, and which will be incurred through final distribution of the Settlement, which amount will not exceed \$350,000.00. Plaintiffs intends to seek Case Contribution Awards relating to their representation of the Settlement Class, taking into account Plaintiffs' time, effort, risk and burden, up to \$75,000.00.

OBJECTING TO THE SETTLEMENT, PLAN OF ALLOCATION, ATTORNEYS' FEES AND EXPENSES, AND PLAINTIFFS' CASE CONTRIBUTION AWARD

18. How do I tell the Court that I do not like any aspect of the Settlement?

If you are a Class Member and you do not exclude yourself, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement, Allocation Methodology, Plan of Allocation, request for Plaintiffs' attorneys' fees or reimbursement of Litigation Expenses, or Case Contribution Awards to Plaintiffs. To object, you must send a written statement to the Court, Plaintiffs' Counsel, and Defendant's Counsel saying that you object to the proposed Settlement. You must include in your written statement:

- (a) a heading referring to *Chieftain Royalty Company et al. v. Marathon Oil Company*, Case No. 17-cv-334-SPS, United States District Court for the Eastern District of Oklahoma;
- (b) a statement as to whether you intend to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address and telephone number (this statement must also comply with the requirement stated in Answer to Question No. 22 below);
- (c) a detailed statement of the specific legal and factual basis for each and every objection;
- (d) a list of any witnesses you wish to call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent you desire to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);
- (e) a list of and copies of any exhibits you may seek to use at the Final Fairness Hearing;
- (f) a list of any legal authority you may present at the Final Fairness Hearing;
- (g) your name, current address, current telephone number, and all owner identification numbers with Defendant;
- (h) your signature executed before a Notary Public;
- (i) identification of your interest in wells from which you have received payments made by or on behalf of Defendant (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of such payments by date of payment, date of production, and amount; and
- (j) if you are objecting to any portion of the Plaintiffs' attorneys' fees or Litigation Expenses sought by Plaintiffs' Counsel on the basis that the amounts requested are unreasonably high, you must specifically state the portion of Plaintiffs' attorneys' fees and/or Litigation Expenses you believe is fair and reasonable and the portion that is not.

Your written objection must be filed with the Court and served on Plaintiffs' Counsel and Defendant's Counsel by certified mail, return receipt requested, and received at the addresses below no later than February 22, 2019:

By the above date, your written objection must be ON FILE with the Court:

Clerk of the Court
United States District Court for the Eastern District of Oklahoma
101 North 5th Street
Muskogee, Oklahoma 74401

Questions? Call 1-833-402-1724 toll free or visit www.Chieftain-Marathon.com

And, by the same date, copies of your written objection must be served and received by counsel at the addresses below:

Plaintiff's Counsel:	Defendant's Counsel:
Patrick M. Ryan Phillip G. Whaley Jason A. Ryan Paula M. Jantzen RYAN WHALEY COLDIRON JANTZEN PETERS & WEBBER PLLC 900 Robinson Renaissance 119 North Robinson Oklahoma City, OK 73102	Guy S. Lipe VINSON & ELKINS L.L.P. 1001 Fannin Street, Suite 2500 Houston, Texas 77002-6760
Robert N. Barnes Patranell Lewis Emily Nash Kitch BARNES & LEWIS, LLP 208 N.W. 60th Street Oklahoma City, OK 73118	Jay P. Walters GABLE GOTWALS One Leadership Sq., 15 th Floor 211 N. Robinson Oklahoma City, OK 73102-7101
Michael Burrage WHITTEN BURRAGE 512 N. Broadway Ave., Ste 300 Oklahoma City, OK 73102	
Lawrence R. Murphy, Jr. LAWRENCE R. MURPHY, JR., P.C. 624 South Boston, Floor 8 Tulsa, OK 74119	

UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES AND CASE CONTRIBUTION AWARD AND WILL NOT BE ALLOWED TO PRESENT ANY OBJECTIONS AT THE FINAL FAIRNESS HEARING.

19. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a Class Member. Excluding yourself is telling the Court that 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.

Questions? Call 1-833-402-1724 toll free or visit www.Chieftain-Marathon.com

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

The Court will hold a Final Fairness Hearing on **March 8, 2019, at 2:00 p.m. CT**, at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. **Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the hearing, you should check with the Court and www.Chieftain-Marathon.com to be sure no change to the date and time of the hearing has been made.** At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them at that time. After the Final Fairness Hearing, the Court will decide whether to approve the Settlement, the Allocation Methodology, and the Plan of Allocation. The Court will also rule on the request for attorneys' fees and litigation expenses by Plaintiffs' Counsel and the request for Case Contribution Awards for Plaintiffs relating to their representation of the Settlement Class. We do not know how long it will take the Court to make these decisions.

21. Do I have to come to the hearing?

No. Plaintiffs' Counsel will answer any questions the Court might have for the Settlement Class. But you are welcome to come at your own expense. If you timely and properly file and serve an objection (see Answer to Question No. 18 above), you do not have to come to Court to talk about it. As long as you properly file and serve your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You also may pay your own lawyer to attend the Final Fairness Hearing, but attendance is not necessary. However, if you fail to timely and properly file and serve an objection, you will not be entitled to be heard at the Final Fairness Hearing regarding any objections.

22. May I speak at the hearing?

If you are a Class Member who has not requested to be excluded from the Settlement Class, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Chieftain Royalty Company et al. v. Marathon Oil Company*." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be served on and received by the counsel listed in Answer to Question No. 18 and must be filed with the Clerk of the Court at the address in the Answer to Question No. 18 no later than **February 22, 2019** at 5 p.m. CT. You cannot speak at the Final Fairness Hearing if you exclude yourself from the Settlement Class.

If you object to the Settlement or any part thereof and you or your attorney wish to be heard at the Final Fairness Hearing, you must file a Notice of Intention to Appear as outlined above by the date specified for objections in the Answer to Question No. 18 in order to present your objection at the Hearing (see also Answer to Question No. 18 above).

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will receive payment in connection with the Settlement as explained in response to Question No. 9 above if you are entitled to a distribution

Questions? Call 1-833-402-1724 toll free or visit www.Chieftain-Marathon.com

pursuant to the Allocation Methodology and Plan of Allocation, and you will be bound by the Settlement. Unless you exclude yourself from the Settlement Class, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration, continue a lawsuit or arbitration, or be part of any other lawsuit or arbitration against any of the Released Parties based on any Released Claims.

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

This Notice summarizes the Settlement. The complete terms of the Settlement are set out in the Settlement Agreement and the documents referenced therein and attached thereto. You may obtain a copy of the Settlement Agreement, as well as other documents, from the settlement website for free at www.Chieftain-Marathon.com or you may request copies by writing to *Chieftain-Marathon Settlement*, c/o JND Class Action Administration, Settlement Administrator, P.O. Box 91232, Seattle, WA 98111-9332. If you elect to obtain copies from a source other than the free website, there may be a charge to you for copying and mailing such documents. The Settlement Agreement also is filed in *Chieftain Royalty Company et al. v. Marathon Oil Company*, Case No. 17-cv-334-SPS, United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401, and may be obtained from the Clerk's office directly. Further information regarding the Litigation and this Notice may be obtained by contacting Plaintiffs' Counsel at the address provided in the Answer to Question No. 18 above.

25. How do I get more information?

You can visit the website at www.Chieftain-Marathon.com, where you will find answers to common questions about the Settlement plus other information to help you determine whether you are a Class Member and whether you are eligible for payment. You can also call 1-833-402-1724 toll free or write to *Chieftain-Marathon Settlement*, c/o JND Class Action Administration, Settlement Administrator, P.O. Box 91232 Seattle, WA 98111-9332.

INQUIRIES

All inquiries concerning this notice or any other questions by Class Members should be directed to the Settlement Administrator as follows:

Chieftain-Marathon Settlement
c/o JND Class Action Administration, Settlement Administrator
P.O. Box 91232
Seattle, WA 98111-9332
Toll Free: 1-833-402-1724
Website: www.Chieftain-Marathon.com

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

DATED: January 8, 2019

BY ORDER OF THE COURT

Questions? Call 1-833-402-1724 toll free or visit www.Chieftain-Marathon.com