



Valuation Claims, Statutory Interest, Statutory Reporting Assessments and Attorneys' Fees, as those terms are defined in the Settlement Agreement.

3. The Court has jurisdiction and venue over this suit and the Settlement Class. Under Wyo.R.Civ.P. 23(e), this Court's approval of any settlement is required.

4. By Settlement Order and Final Judgment dated May 14, 2004, this Court certified for settlement purposes only a settlement class as described on Exhibit A attached to the order ("First Settlement Class"). This Court further held that "in accordance with requirements of Rule 23 of the Wyoming Rules of Civil Procedure, the Court approves the settlement of the above-captioned action as set forth in the Settlement Agreement as fair, just, reasonable and adequate as to the settling parties."

5. Sections 2.5.1 and 2.5.2 of the Settlement Agreement permit Huber and Plaintiffs to petition this Court for certification of a Second Settlement Class as to all or any portion of the Nonproducing Leases for purposes of agreeing on the future royalty payment methodology and future reporting format for such leases. In accordance with the terms of the Settlement Agreement, Huber and Plaintiffs have proposed the certification of a second settlement class composed of two groups. The first group covers the owners of royalty interests in Huber's Nonproducing Leases, as defined in the Settlement Agreement. These parties are hereafter referred to as the Non-Producing Second Settlement Class and are listed on Exhibit 2 attached hereto. The Nonproducing Leases associated with the Non-Producing Second Settlement Class are listed on Exhibit 6 attached hereto. The second group covers owners of royalty interests in Producing Leases as defined in the Settlement Agreement who were not included in the First Settlement Class and owners in any other Huber Leases which were not on the lease schedule for the First Settlement Class, all of which leases now have wells located on them (the "Producing Second Settlement Class"). Although the Settlement Agreement contemplated that the second settlement class would only cover Nonproducing Leases, Plaintiffs' counsel and Huber discovered certain parties that own interests in Producing Leases who may be entitled to payment of royalties but who were not included in the First Settlement Class for various reasons including owners in wells for which title was still being examined at the time the list of owners for the First Settlement Class was created. Plaintiffs and Huber wish to amend the Settlement Agreement by adding to the second settlement class these owners of interests in the Producing Leases and owners in any other Leases not included in the First Settlement Class which have or have had Huber-operated wells on such Leases. The members of the Producing Second Settlement Class are listed on Exhibit 3 attached hereto and the leases associated with the Producing Second Settlement Class are listed on Exhibit 7 attached hereto.

6. The owners included in the Non-Producing Second Settlement Class and the owners included in the Producing Second Settlement Class have been timely presented to this Court in accordance with the terms of the Settlement Agreement and together make up the Second Settlement Class.
7. The Settled Claims as defined in the Settlement Agreement and applicable to the Second Settlement Class pursuant to Section 2.5 of the Settlement Agreement all arise from the same nucleus of operative facts and form part of the same case or controversy as alleged against Huber in Plaintiffs' Amended Complaint so that all of the claims approved for settlement by this Order were or could have been asserted as class claims in this Action.
8. There are in excess of 430 Non-Producing Second Settlement Class members and 200 Producing Second Settlement Class Member and they are so numerous that joinder is impractical.
9. There are questions of law and fact common to the Second Settlement Class Members and Plaintiffs.
10. The questions of law and fact common to the members of the Second Settlement Class ("Second Settlement Class Members") predominate over any questions affecting only individual members, and in the context of this settlement only, the settlement of Second Settlement Class Members' claims by a class action under Wyo. R. Civ. Proc. 23 is superior to other available methods for the fair and effective settlement and adjudication of this controversy.
11. Plaintiffs' claims are typical of the Second Settlement Class Members'.
12. Plaintiffs and Designated Class Representatives are appropriate representatives of the Second Settlement Class and have and will adequately represent the interests of the members of the Second Settlement Class Members.
13. Second Settlement Class Members have no special interest in individually controlling the prosecution of separate actions.
14. Class Counsel is experienced and fully qualified.
15. No significant difficulties are likely to be encountered in the management of the action as a class action for settlement purposes only.
16. Huber has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.
17. Subject to the provisions of Paragraph 19 and in accordance with the provisions of Wyo.R.Civ.P. 23, the Court certifies as potential members of the Huber Second Settlement Class the Royalty Owners as set forth in Exhibits 2 and 3 to this Order.

18. The Court approves the Designated Class Representatives as representative of this Second Settlement Class and appoints Plaintiffs counsel to represent the Second Settlement Class (“Class Counsel”).

19. The Court finds that the proposed settlement as provided in the Settlement Agreement, as amended in paragraph I. B. 2 of the Motion, is fair and reasonable under the circumstances as applied to the Second Settlement Class Members. This finding and determination is subject to the Court’s further review of objections, if any, filed with regard to the class settlement according to the terms of the Settlement Agreement.

20. The certification of the Second Settlement Class is only for the purpose of settlement and not for any other purpose in this litigation. This certification is subject to the Court’s further review of objections, if any, filed with regard to the class settlement according to the terms of the Settlement Agreement. If the settlement is not finalized, the certification provided herein shall be void and have no further effect.

21. The Court finds that reasonable and adequate notice will be given to potential Second Settlement Class Members by providing (a) the Notice of Proposed Class Action Settlement for the Non-Producing Second Settlement Class, attached as Exhibit 4 to this Motion, and (b) the Notice of Proposed Class Action Settlement for the Producing Second Settlement Class, attached as Exhibit 5 to this Motion (together the “Notices”).

22. The Court finds that reasonable and adequate notice of the settlement will be given to potential members of the Second Settlement Class if (a) the Notice of Proposed Class Action Settlement for the Non-Producing Second Settlement Class is sent by priority mail (with electronic confirmation of delivery) to the potential class member’s last known address for the Non-Producing Second Settlement Class, and (b) the Notice of Proposed Class Action Settlement for the Producing Second Settlement Class is sent by priority mail (with electronic confirmation of delivery) to the potential class member’s last known address for the Producing Second Settlement Class.

23. A hearing to consider objections, if any, to the Second Settlement Class and to finally determine if the Settlement Agreement, as amended, is fair and equitable as to the Second Settlement Class shall be heard at the Campbell County Courthouse on the 15th day of February, 2005, located at Gillette, Wyoming, commencing at 8:00 a.m. (“Final Settlement Hearing”) or at the dates and times to which the Court may reschedule the hearing.

24. Any potential class member who desires to be excluded from the Second Settlement Class shall deliver in writing that Member’s election to be excluded to Class Counsel and Huber Counsel on or before February 2, 2005 (“Deadline for Exclusion”). Any potential

class member may revoke that member's election to be excluded from the Second Settlement Class by delivering such written revocation to Class Counsel and Huber Counsel in writing at least six (6) days prior to the Final Settlement Hearing. Class Counsel shall file with the Court a report ("Class Counsel's Report") four (4) days before the Final Settlement Hearing to provide to the Court a compilation of (a) all potential class members who have opted out of the Second Settlement Class ("Opt Out Claimants"), (b) all Opt Out Claimants who have properly revoked their election to opt-out and c) those potential class members who shall constitute the Second Settlement Class if finally approved by the Court at the Final Settlement Hearing.

25. Any objections to the Settlement Agreement or the Second Settlement Class shall be in writing and delivered to Class Counsel and Huber Counsel on or before February 2, 2005. Class Counsel shall file with the Court as part of Class Counsel's Report a compilation of the objections and Class Counsel's responses to the objections, if any.

26. The addresses to be used for serving notices and objections on Class Counsel and Huber Counsel are:

Huber's Counsel:  
Judith M. Matlock  
Davis Graham & Stubbs LLP  
1550 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202

Class Counsel:  
Steven F. Freudenthal  
Freudenthal, Salzborg & Bonds, P.C.  
123 East 17th Street  
P.O. Box 387  
Cheyenne, WY 82003-0387

DATED this 22 day of December, 2004.

**DAN R. PRICE II**

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Dan R. Price, II  
District Judge

- Exhibit 1: Settlement Agreement
- Exhibit 2: Members of the Non-Producing Second Settlement Class
- Exhibit 3: Members of the Producing Second Settlement Class
- Exhibit 4: Form of Notice of Proposed Class Action Settlement for the Non-Producing Second Settlement Class
- Exhibit 5: Form of Notice of Proposed Class Action Settlement for Members of the Producing Second Settlement Class Members
- Exhibit 6: Schedule of Leases for the Non-Producing Second Settlement Class
- Exhibit 7: Schedule of Leases for the Producing Second Settlement Class

STATE OF WYOMING }  
Campbell County } s.s.  
NANCY RATCLIFF, Clerk of the Court, within and  
for said county and state aforesaid, does hereby  
certify the foregoing to be a full, true and complete  
copy as the same appears on file and of record in this  
office.  
IN TESTIMONY WHEREOF, I have hereunto  
subscribed my hand and affixed the official seal of  
said Court, at my office in Gillette, Wyoming, this  
date, 12-22-04  
NANCY RATCLIFF

*Nancy Ratcliff*  
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