

EXHIBIT D

IN THE TWENTY-SIXTH JUDICIAL DISTRICT
DISTRICT COURT, STEVENS COUNTY, KANSAS
CIVIL DEPARTMENT

JOHN STEPHEN ALFORD and JOE
LARRABEE, individually and on behalf of
Plaintiff Class as more fully described in the
First Amended Petition,

Plaintiffs,

v.

Case No. 93 CV 37

PIONEER NATURAL RESOURCES USA,
INC.

Defendant

JOURNAL ENTRY OF JUDGMENT

On this _____ day of _____, 2006, this case comes on for hearing to consider: (1) approval of the Stipulation of Settlement (“Stipulation”) attached as Exhibit A; (2) approval of the Plan of Allocation of the settlement proceeds among Participating Class Members; (3) approval of the Preliminary Payment Schedule; and (4) approval of the amount of attorneys’ fees and expenses. Plaintiffs and the Plaintiff Class appear by and through Thomas D. Kitch, Gregory J. Stucky and David G. Seely of Fleeson, Goering, Coulson & Kitch, L.L.C., Wichita, Kansas and Erick E. Nordling of Kramer, Nordling & Nordling, LLC, Hugoton, Kansas. Defendant Pioneer Natural Resources USA, Inc. (“PNR”) appears by and through Jim H. Goering, Foulston Siefkin LLP, Wichita, Kansas and Guy Lipe, Vinson & Elkins L.L.P., Houston, Texas.

WHEREUPON, the parties request the Court to give final approval to the Stipulation of Settlement (“Stipulation”) which was conditionally approved on September 29, 2006.

After hearing statements of counsel, after taking into account matters contained in the Court file and prior proceedings in this matter, and after otherwise being duly advised of pertinent circumstances, the Court makes the following findings:

1. The definitions in Section 1 of the Stipulation are incorporated by reference.

2. Pursuant to the Notice Order entered as of September 29, 2006, Plaintiffs' Counsel mailed the Notice approved by this Court to all members of the Class who could be reasonably identified. In addition, the Notice was published once for two consecutive weeks, in the *Wichita Eagle*, Wichita, Kansas; *Garden City Telegram*, Garden City, Kansas; *Hugoton Hermes*, Hugoton, Kansas; *Haskell County Monitor-Chief*, Sublette, Kansas; *Southwest Daily Times*, Liberal, Kansas; *The Ulysses News*, Ulysses, Kansas; and *The Hutchinson News*, Hutchinson, Kansas. The Court finds that reasonable notice has been give to members of the Class of this hearing.

3. The Court then inquired as to whether there was any objection to the Settlement and dismissal with prejudice of the Action and the release of Released Claims under the Stipulation. No objection was made.

4. The Court then inquired as to whether any members of the Class had elected to exclude themselves from the Class. Attached hereto as Exhibit B is a list of those persons, firms and corporations who filed with the Clerk of the District Court their election to opt out of the Class. As explained in the Notice to members of the Class, K.S.A. 60-223(c)(2) provides that this Court shall exclude any member from the Class if that member so requests. Accordingly, this Court finds that those listed on Exhibit B must be excluded from the Class.

5. The Court next considered whether the Settlement set forth in the Stipulation should be approved pursuant to K.S.A. 60-223(e). K.S.A. 60-223(e) provides that an action brought as a class action "shall not be dismissed or compromised without the approval of the court" and that "notice of the proposed dismissal or compromise shall be given to the class in such a manner as the court directs." The Court directed appropriate notice, which has been

given, and, at the hearing held as noticed, all parties interested have had an opportunity to be heard as to whether or not the settlement as set forth in the Stipulation shall be approved by the Court.

6. Plaintiffs and Plaintiffs' Counsel entered into the Stipulation: (i) after taking into account the uncertainties, risks and potential delays associated with the continued prosecution of the Action, including those involved in securing a final judgment that would be favorable to the Class and not be disturbed on appeal; (ii) after taking into account the substantial benefits that will be received as a result of the Settlement; and (iii) after having concluded that the Settlement provided for herein confers substantial benefits on the members of the Class, and is fair, just, reasonable, adequate and in the best interests of the Class.

7. PNR has denied and continues to deny the respective claims alleged by Plaintiffs against it in the Action. PNR has asserted and continues to assert many defenses thereto, and PNR expressly denies and continues to deny its own wrongdoing or legal liability arising out of the conduct alleged in the Action. PNR entered into the Stipulation solely in order to put to rest the present controversy and all other possible controversies between Plaintiffs, the Class and PNR and to avoid the further expense, inconvenience and disruption of defending against the Action and other possible actions. PNR has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like, the Action, and the fact that substantial amounts of time, energy and resources of PNR have been and, unless this Settlement is consummated, will continue to be, devoted to the defense of this lawsuit and the possibility of defending other claims. PNR has, therefore, determined that it is desirable and beneficial to it that the action be settled in the manner and upon the terms and conditions set forth in the Stipulation.

8. The Court has considered and the Stipulation are incorporated by reference. support of the settlement, as set forth in the entered as of September 29, 2006, Plaintiffs' lessors who have expressed approval of the Court to all members of the Class who could be of substantial mineral interests and, in the Ce was published once for two consecutive weeks, in should be given the highest possible regard, *City Telegram*, Garden City, Kansas; *Hugoton* personal financial involvement, are most dir *Monitor-Chief*, Sublette, Kansas; *Southwest Daily*

9. The Court finds that a class aJlysses, Kansas; and *The Hutchinson News*, reasonable and adequate after comparing theasonable notice has been give to members of the litigation. While this Court need not, and sh Court notes that there exist serious questions whether there was any objection to the Settlement this litigation in doubt and that, while the Clad the release of Released Claims under the case was to be prosecuted to its ultimate con recovery. whether any members of the Class had elected to

10. The Court finds that the Settld hereto as Exhibit B is a list of those persons, firms through arms-length and vigorous and exten; the District Court their election to opt out of the counsel for PNR. rs of the Class, K.S.A. 60-223(c)(2) provides that

11. The Court finds that the Settlae Class if that member so requests. Accordingly, good faith and was based on a realistic appr3 must be excluded from the Class. difficulties inherent in a case of this magnitnether the Settlement set forth in the Stipulation

12. The Court recognizes that if t23(e). K.S.A. 60-223(e) provides that an action been reached, even if the Class had prevailessed or compromised without the approval of the lengthy period of time given the high probatissal or compromise shall be given to the class in modification, a further delay resulting from art directed appropriate notice, which has been

13. Based on all of the foregoing, the Court finds the Settlement as set forth in the Stipulation to be bona fide, fair, just, reasonable and adequate.

14. The Court then considered the Plan of Allocation proposed by the Plaintiffs and Plaintiffs' Counsel, a copy of which is attached as Exhibit C. Defendant PNR took no position as to how the Net Settlement Fund, as defined in the Stipulation, should be allocated among Participating Class Members. PNR's position is that the amount paid pursuant to the Stipulation settles all of the Released Claims as defined in the Stipulation and provides adequate consideration for dismissal with prejudice of the Action.

15. The Court finds that the Plan of Allocation provides a well defined method to calculate the amount owed to each member of the Plaintiff Class.

16. Based on the foregoing, the Court finds that the Plan of Allocation is fair, equitable, reasonable, and capable of implementation without undue administrative expense, and should be approved. In approving the Plan of Allocation, the Court specifically finds that the consideration paid by PNR, as provided in the Stipulation, fully discharges PNR from any liability with respect to all claims asserted or that could have been asserted in the Action and with respect to the Released Claims.

17. The Court then considered the Preliminary Payment Schedule. The Court finds the Preliminary Payment Schedule was prepared in accordance with the methodology set forth in the Plan of Allocation and should be approved.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that:

1. The Stipulation is fair, reasonable, bona fide and adequate to the Class as required by K.S.A. 60-223. The Stipulation is approved by the Court and is binding on the Plaintiffs and the Participating Class Members.

2. All claims asserted or that could have been asserted in the Action and the Released Claims are fully and completely settled, discharged, and released. Each Participating Class Member is deemed conclusively to have released and settled the Released Claims, notwithstanding that any member of the Class may hereafter discover facts in addition to or different from those which the members of the Class now know or believe to be true with respect to the Action and the Released Claims.

3. This Action and all claims asserted or that could have been asserted in the Action are hereby dismissed with prejudice.

4. All members of the Plaintiff class are barred and permanently enjoined from commencing or prosecuting either directly, representatively, derivatively or in any capacity, any of the Released Claims against PNR and the Released Parties.

5. The Plan of Allocation attached as Exhibit C is approved as fair, equitable, reasonable and adequate to the Class.

6. The persons, firms and corporations listed on Exhibit B attached hereto have opted out of the Plaintiff Class and are excluded from the Class pursuant to K.S.A. 60-223(c)(2).

7. The Preliminary Payment Schedule is approved.

8. The Court finds that Plaintiffs' Counsel should be awarded \$ _____ in connection with Notice and Administration Fund, should be reimbursed \$ _____ for expenses advanced by Plaintiffs' Counsel in this action, and should be awarded reasonable attorneys' fees calculated as follows:

and directs that such fees and expenses be paid to Plaintiffs' Counsel from the Net Settlement Fund at the same times that distributions are made to Participating Class Members.

9. Plaintiffs' Counsel shall reduce the amounts shown on the Preliminary Payment Schedule for Participating Class Members, on a prorata basis, by the expenses and attorneys fees awarded to Plaintiffs' counsel, and make distribution of such adjusted amounts to the Participating Class Members and otherwise dispose of the Settlement Fund in a manner consistent with the Stipulation.

THIS IS A FINAL JUDGMENT THAT FULLY DISPOSES OF THIS ACTION.

IT IS SO ORDERED.

Signed this ____ day of _____, 2006.

TOM R. SMITH, DISTRICT JUDGE

APPROVED:

Thomas D. Kitch
Gregory J. Stucky
David G. Seely
FLEESON, GOOING, COULSON
& KITCH, L.L.C.
125 North Market, Suite 1600
Wichita, Kansas 67202
Telephone (316) 267-7361

Erick E. Nordling
KRAMER, NORDLING &
NORDLING, LLC
209 East Sixth Street
Hugoton, Kansas 67951
Telephone (620) 544-4333

Jim H. Goering,
FOULSTON SIEFKIN LLP
1551 N. Waterfront Parkway, Suite 100
Wichita, KS 67206-4466
Telephone (316)267-6371

J. Harrell Feldt
LAW OFFICE OF HARRELL FELDT
The Guthrie Building
241 Earl Garrett
Kerrville, Texas 78028
Telephone (830)792-8888

Andrew McCollam III
Guy S. Lipe
VINSON & ELKINS L.L.P.
1001 Fannin Street
2500 First City Tower
Houston, Texas 77002
Telephone (713) 758-1109

By: _____
Attorneys for Plaintiff Class

By: _____
*Attorneys for Defendant
Pioneer Natural Resources, USA, Inc.*

Exhibit A (Stipulation of Settlement)
to
EXHIBIT D (Journal Entry of Judgment)

(The “Stipulation of Settlement” contains numerous exhibits, including EXHIBIT D, thereto, the “Journal Entry of Judgment”. Even though the “Stipulation of Settlement” is, in turn, Exhibit A to said Journal Entry of Judgment, to avoid duplication, the “Stipulation of Settlement” is not reproduced here.)

Exhibit B
to
EXHIBIT D

[This document will be prepared in due course.]

Exhibit C
to
EXHIBIT D

[This document will be prepared in due course.]