

FILE COPY

DISTRICT COURT, LA PLATA COUNTY, COLORADO
Court Address: 1060 E. 2nd Ave., Durango, CO 81301
Phone Number: (970)247-2304

Plaintiff(s): RICHARD PARRY, LINDA PARRY, EVELYN L. PAYNE, and DAVID G. GROBLEBE, individually and as representative Plaintiffs on behalf of persons similarly situated, (94CV111)

(Consolidated with other cases as 94CV105)

v.

Defendant(s): AMOCO PRODUCTION COMPANY, a Delaware corporation, n/k/a BP AMERICA PRODUCTION COMPANY

Attorney or Party Without Attorney:

G. R. Miller
MCDANIEL, BATY, MILLER, AGRO & DOWNS
1040 Main Avenue
P. O. Box 1157
Durango, CO 81302

and of counsel:

Thomas D. Kitch
Gregory J. Stucky
David G. Seely
FLEESON, GOOING, COULSON & KITCH, LLC
125 N. Market, Suite 1600
P. O. Box 997
Wichita, KS 67201-0997
Phone Number: (970)247-1113
Fax Number: (970)259-2690
E-mail: miller@mcdaniel-law.com
Atty. Reg. #: 8406

FILED IN OPEN COURT
LA PLATA COUNTY COMBINED COURT
DATE 8/13/02
COURT USE ONLY
By Judge Dickinson

▲ COURT USE ONLY ▲

Case Number: 94CV105
Div.:
Ctm.:

APPROVAL OF PARTIAL SETTLEMENT

On this 12th day of August, 2002, this case comes on for hearing to consider: (1) approval of the Stipulation Concerning Partial Settlement ("Stipulation") attached hereto; and (2) Class Counsel's application for 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, Goosing, Coulson & Kitch, L.L.C., Wichita, Kansas and G. R. Miller of McDaniel, Baty, Miller, Agro & Downs, Durango, Colorado ("Class Counsel"). Defendant appears by and through John R. Cooney and Charles A. Armgardt of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Michael L. Homeyer, Esq. of BP America Inc., Houston, Texas and Thomas P. Dugan of Dugan & Associates, P.C., Durango, Colorado ("Defense Counsel").

WHEREUPON, the parties request the Court to give final approval to the Stipulation of Partial Settlement which this Court conditionally approved on July 9, 2002.

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 Court finds that the partial settlement as set forth in the Stipulation was arrived at through arms-length and extensive negotiations between Class Counsel and Defense Counsel and was arrived at in good faith.
2. The Court further finds that the partial settlement provides for the refund of 100% of the amounts subtracted from downstream sales proceeds (plus statutory interest) in the calculation of royalty payments made to the identified members of Subclass 2 holding "gross proceeds" leases during the period described in the settlement (with the possibility of recovery of additional interest).
3. The Court further finds that all of the terms of the partial settlement as set forth in the Stipulation are bona fide, fair, just, reasonable and adequate.
4. After hearing statements of Class Counsel and receiving evidence, the Court further finds that Class Counsel should be reimbursed in the amount of \$ -0- for expenses advanced

by Class Counsel in this action and should be awarded reasonable attorneys' fees calculated as follows:

one third of refund amounts

The Court further finds that the partial settlement should be implemented as follows:

5. On or before October 14, 2002 Amoco shall refund those amounts to those persons entitled thereto pursuant to the Stipulation (after deducting from each such amount a prorata portion of the fees and expenses awarded to Class Counsel) by mailing checks made payable to those persons at their last known address.

6. On or before October 14, 2002, Amoco shall pay to Class Counsel the fees and expenses awarded to Class Counsel and retained by Amoco from such refunds, by mailing a check in such amount made payable to Fleeson, Gooing, Coulson & Kitch, L.L.C., and G. R. Miller at McDaniel, Baty, Miller, Agro & Downs, 1040 Main Avenue, P.O. Box 1157, Durango, Colorado 81302.

7. On or before November 4, 2002, Amoco shall submit an affidavit to the Court setting forth a list of the payees and the amount of the checks described above.

8. The Court shall retain jurisdiction of this matter for any and all purposes in connection with the implementation of the partial settlement.

IT IS SO ORDERED.

Aug. 13, 2002,

NPT Aug. 12, 2002



David L. Dickinson, District Judge

APPROVED:

G. R. Miller
MCDANIEL, BATY, MILLER, AGRO & DOWNS
1040 Main Avenue
P.O. Box 1157
Durango, CO 81302

Xc: B. Miller
T. Dugan

and

FLEESON, GOOING, COULSON & KITCH, LLC
P.O. Box 997
Wichita, KS 67201-0997

By  _____

Thomas D. Kitch
Gregory J. Stucky
David G. Seely
Attorneys for Settlement Class

Michael L. Homeyer, Esq.
BP AMERICA INC.
Post Office Box 3092
Houston, TX 77253-3092

and

Thomas P. Dugan
DUGAN & ASSOCIATES, P.C.
900 Main Avenue, Suite A
Durango, CO 81301

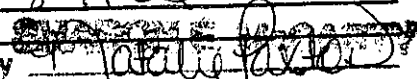
MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.
P.O. Box 2168
Bank of America Centre, Suite 1000
500 Fourth Street, N.W.
Albuquerque, NM 87103-2168

By  _____

John R. Cooney
Charles A. Armgardt
Attorneys for Defendant Amoco Production Company



Combined Court Council of La Plata County, Colorado
Sixth Judicial District
Durango, Colorado
Certified to be a full, true and correct copy of the original in my custody.

Date 8-14-02
Clerk 
Deputy 