

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

HUGO SPIEKER, et al., on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 07-1225-EFM

POSTROCK MIDCONTINENT  
PRODUCTION, LLC, successor by merger to  
QUEST CHEROKEE, LLC, a Delaware  
limited liability company,

Defendant.

**ORDER GRANTING DEFENDANT'S MOTION  
TO ALTER OR AMEND JUDGMENT**

NOW, on this 31st day of January, 2012, the above captioned matter comes before the Court to consider the motion of defendant PostRock Midcontinent Production, LLC, successor by merger to Quest Cherokee, LLC, ("PostRock"), pursuant to Fed. R. Civ. P. 59(e), to alter or amend its Settlement Order and Judgment (ECF 132) entered December 30, 2011, in the above captioned matter. PostRock appears by and through its counsel, David E. Bengtson of Stinson Morrison Hecker LLP. Plaintiffs appear by and through their counsel, David G. Seely and Charles E. Millsap of Fleeson, Gooing, Coulson & Kitch, LLC. There are no other appearances.

WHEREUPON, the Court, having reviewed the Court's files, heard the statements of counsel, and being otherwise fully and duly advised in the premises finds as follows:

1. On December 30, 2011, the Court entered its Settlement Order and Judgment and, among other things, certified a Settlement Class and approved the Settlement Agreement in

connection with the above captioned matter. The definitions set forth in Section 1 of the Settlement Agreement are incorporated herein by reference.

2. On January 27, 2012, PostRock timely filed a motion to alter or amend the Settlement Order and Judgment for purposes of complying with the notice provisions of 28 U.S.C. § 1715.

3. Pursuant to 28 U.S.C. § 1715, PostRock is required to serve the requisite notice of the settlement of this class action lawsuit on the appropriate State official of each State in which a class member resides and on the appropriate Federal official.

4. For good cause shown, the Settlement Order and Judgment shall be and hereby is amended to direct and allow PostRock to provide the notice required by 28 U.S.C. § 1715 and, subject to the other provisions of this order, to delay the payment of Payment No. 1 to the Class Members until the requisite notice has been provided.

5. As soon as reasonably practicable after the entry of this Order, but not later than February 3, 2012, PostRock shall, at PostRock's sole expense, send the notice of the settlement of this class action to the requisite State and Federal officials pursuant to 28 U.S.C. § 1715. Upon serving that notice, PostRock will file a certification with the Court that such notice has been given and the date upon which such notice was served (the "Notice Date").

6. Payment No. 1 required by the terms of the Settlement Agreement shall be paid by PostRock to the Clerk of the District Court on either February 3, 2012, or three (3) days following the entry of this Order, whichever date is later. Payment No. 1 shall be held by the Clerk of this Court in an interest bearing account at a federally insured financial institution for a period of ninety (90) days from and after the Notice Date (the "Escrow Period").

7. Within three (3) business days after the expiration of the Escrow Period, Payment No. 1, together with any interest accrued thereon, shall be paid by the Clerk to PostRock, which shall hold those funds in trust, for distribution pursuant to the Settlement Agreement, the Settlement Order and Final Judgment, and this Order. Within three (3) business days following the receipt of those funds from the Clerk, PostRock shall file an Amended Final Distribution Schedule, amending the amount of Payment No. 1 to include all accrued interest and allocating such interest to the Class Members (and none to Class Counsel, litigation expenses, or administrative expenses) for distribution as part of Payment No.1 and shall pay and distribute those funds to the Class Members in accordance with the Amended Final Distribution Schedule.

8. Payment No. 2 required by the terms of the Settlement Agreement shall be made by PostRock not later than one (1) year following the date of that PostRock pays Payment No. 1 to the Clerk pursuant to this Order. Moreover, notwithstanding anything contained herein, PostRock shall continue to pay royalties to the Class Members in accordance with the going forward provisions of the Settlement Agreement.

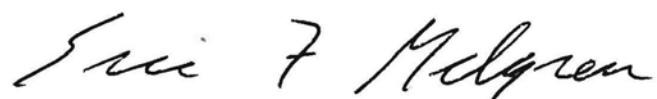
9. Not later than five (5) business days following the entry of his Order, PostRock shall, at PostRock's sole expense, send a notice to the Class Members advising them of the delay in their receipt of Payment No. 1 as a result of this Order. PostRock shall confer with Class Counsel on the form and content of that notice.

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

1. The findings set forth above herein shall constitute the orders of the Court.
2. Except as modified herein, the Settlement Order and Judgment and the Settlement Agreement shall remain unchanged and shall be final and not subject to objection by any of the Class Members.

IT IS, BY THE COURT, SO ORDERED.

Signed this 31<sup>st</sup> day of January, 2012.

A handwritten signature in cursive script that reads "Eric F. Melgren".

ERIC F. MELGREN  
U.S. DISTRICT COURT JUDGE