DISTRICT COURT CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202	DATE FILED: October 29, 2014 CASE NUMBER: 2012CV7762
Plaintiffs: WINSTON DINES, CHARLES EATON, DANA IVERS, PHELPS OIL AND GAS, LLC, MELISSA CLARKE CRICHTON AND CRISTY HEDGPETH, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, v. Defendant: BERRY PETROLEUM COMPANY, LLC	▲ COURT USE ONLY ▲ Case Number: 2012CV7762 Courtroom: 376

FINAL JUDGMENT APPROVING CLASS SETTLEMENT

THIS MATTER comes before the Court upon the "Plaintiffs' Unopposed Motion for Final Approval of the Class Settlement." The Court, being fully advised of the premises of the Motion, FINDS:

A. On June 25, 2014, the parties filed a Joint Motion for Preliminary Approval of the Settlement (the "Preliminary Motion") seeking preliminary approval of a settlement of certain claims existing between Berry Petroleum Company, a Delaware Limited Liability Company ("Berry" or "Berry Petroleum") and a Settlement Class of individuals defined as follows:

> All persons and entities, including their respective successors and assigns, to whom Berry Petroleum Company has paid Royalties or overriding royalties (collectively "Royalties") on Hydrocarbons[1] extracted therefrom after it is severed from the wellhead, produced by Berry Petroleum Company, LLC from wells located in the state of Colorado since December 1, 2006 pursuant to leases, overriding royalty agreements or other agreements which do not expressly authorize the deduction of costs incurred to market such gas after it is severed from the wellhead in the calculation of royalties ("Royalty Agreements"). The above-defined class excludes: (a) the United States; (b) the state of Colorado; (c) Chevron USA, Inc.; (d) any person or entity who has been a working interest

[1] Hydrocarbons has been defined in the Settlement Agreement as Natural Gas, Natural Gas Liquids, and condensate as those terms are further defined in the Settlement Agreement.

owner in a well located in Colorado and on whose behalf Berry Petroleum paid royalties on Hydrocarbons produced by Berry Petroleum in Colorado since September 17, 2006; and (e) Berry Petroleum and its affiliates, and its respective employees, officers and directors.

B. Attached as Exhibit 1 to the Preliminary Motion is a Settlement Agreement (the "Agreement") describing the claims that are being settled (defined as the "Settled Claims"), setting forth the terms of the parties' settlement, and incorporating the terms of this Final Approval of Class Settlement and Judgment (the "Final Order"). The Agreement is attached hereto as Exhibit 1 and its terms, including its definitions, are incorporated into this Final Order as fully set forth herein. The Agreement and Final Order shall be referred to as the "Settlement."

C. After a hearing on the Parties' Preliminary Motion, this Court entered an Order dated July 10, 2014 (the "Preliminary Order") preliminarily approving the Settlement and directing that notice of the proposed Settlement be mailed to the Settlement Class and published. The Court also set a hearing for September 26, 2014 to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate.

D. In accordance with the Court's Preliminary Order, Class Counsel caused to be mailed to potential members of the Settlement Class (for whom Berry Petroleum Company, LLC a Delaware Limited Liability Company ("Berry") had addresses available from its accounting records) a notice (the "Mailed Notice") in the form approved by the Court in the Preliminary Order, and Class Counsel caused a notice (the "Publication Notice") in the form approved by the Court in the Preliminary Order to be published in a Sunday edition of *The Post Independent* and in a Thursday edition of *The Yuma Pioneer* (collectively the "Settlement Notice"). Stacy Burrows, one of the Class Counsel, subsequently filed an Affidavit with the Court dated September 10, 2014, which demonstrates compliance with the Preliminary Order. The Court finds that the Settlement Notice provided to the potential members of the Settlement Class constituted the best and most practicable notice under the circumstances and included individual notice to all members of the Settlement Class who could be identified by reasonable efforts, thereby complying fully with due process and Rule 23 of the Colorado Rules of Civil Procedure.

E. On September 26, 2014, the Court held a hearing on the proposed Settlement, at which time all interested persons were given an opportunity to be heard. Furthermore, the Court has read and considered all submissions in connection with the Settlement. Having done so, the Court has determined that approval of the Settlement will bestow a substantial economic benefit on the Settlement Class, result in substantial savings in time and money to the litigants and the Court, will further the interests of justice, and that the Settlement is the product of good faith arm's length negotiations between the Parties under the supervision of an impartial mediator, former Judge Richard Dana.

NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Agreement, including the terms defined therein, is incorporated herein.

2. Based on the record before it, that all of the requirements of Rules 23(a) and 23(b)(3) of the Colorado Rules of Civil Procedure have been satisfied for purposes of certifying a settlement class, to wit:

a. The Settlement Class is so numerous that joinder of all members is impracticable;
b. There are questions of law or fact common to the Settlement Class;
c. The claims or defenses of Plaintiffs are typical of the claims or defenses of the Settlement Class;
d. Plaintiffs have and will continue to fairly and adequately protect the interests of the Settlement Class;
e. The questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and
f. A class action is superior to other available methods for the fair and efficient settlement of the controversy.

The Court makes no finding on whether this case, if litigated as a class action, would present intractable case management problems.

3. The certified Settlement Class is defined for purposes of the Agreement and this Final Judgment as set forth in Paragraph A above. Plaintiffs are appointed as the class representatives for the Settlement Class, and Plaintiffs' counsel are appointed as counsel for the Settlement Class ("Class Counsel").

4. The Settlement was made in good faith and its terms are fair, reasonable, and adequate as to the Settlement Class. Therefore, the Settlement is approved in all respects, and shall be binding upon, and inure to the benefit of, all members of the Settlement Class.

5. The Settlement Class opt-outs are not bound by either the Agreement or the Final Judgment. The following persons and entities are Settlement Class opt-outs: Noble Energy, Inc. and Fin. The Settlement Class opt-outs may pursue their own individual remedies, if any, as to any of the Settled Claims.

6. This action and any and all claims, actions or causes of action alleged by Plaintiffs in this lawsuit, individually and on behalf of the Settlement Class Members against Berry, will be dismissed on the merits and with prejudice.

7. Neither this Final Judgment, the Settlement Agreement, nor any document referred to herein nor any action taken pursuant to—or to carry out—the Settlement, including without limitation Berry's acquiescence to the certification of the Settlement Class, may be used as an admission by or against Berry of any fact, claim, assertion, matter, contention, fault, culpability, obligation, wrongdoing or liability whatsoever. The Agreement and its exhibits may be filed in any related litigation as evidence of the Parties' settlement, or in any subsequent action against or by Settlement Class Members or Berry to support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

8. Payment of Settlement Funds: Within ten (10) business days of the Effective Dates as set forth in the Agreement, Berry shall deposit $2,400,000 – the Initial Settlement Payment – less the Allocated Net Settlement Amount attributable to the members of the Settlement Class that properly and timely opted out of the Settlement Class, into the Berry Settlement Account Established by Class Counsel.

9. Allocation of the Settlement Fund shall proceed as follows:

a. The proportionate interest of individuals and entities entitled to receive a portion of the Settlement Fund shall be in the amounts set forth in the Net Settlement Allocation Plan previously submitted to the Court.

b. The Parties acknowledge that, by operation of subparagraph 5.c. of the Agreement, the amount of the Settlement Fund has been reduced by $902.72, which is the aggregate amount of the Settlement Fund attributable under the Allocation Plan to the Settlement Class Opt-Outs identified in Paragraph 5 above.

c. Berry is not liable for the allocation of the Settlement Funds beyond the act of depositing the Initial Settlement Payment in accordance with the terms of the Agreement. Berry is not responsible for, and has no part in determining, the allocation formulas described in this Paragraph 9. Any omissions from, errors in, or challenges to the allocation shall in no way whatsoever result in an increase of the Settlement Funds paid by Berry and Berry shall not be liable in any way for any of said omissions, errors in, or challenges to the allocation.

10. Future Royalty Calculation Method. For the production of Hydrocarbons occurring within Garfield County on and after May 1, 2014, and continuing for the respective lives of the Leases, Berry (and its successors) in the ordinary course of business shall, when calculating Royalties due to the Settlement Class Members (and their successors), pay such royalties as set forth in the Agreement at paragraph 6. Neither the Agreement nor this Final Order supersedes or nullifies any applicable division order, pooling agreement, or unitization agreement in existence on the date of this Final Order, except to the extent that the terms of such instrument directly conflict with the Agreement, in which case the terms of the Agreement shall prevail.

11. This Final Judgment, including but not limited to the provisions of paragraphs 6 and 10, affects the interests in real property held by the Settlement Class Members (including without limitation the individuals and entities identified on the Preliminary Allocation), shall run with the land, and shall be binding upon and inure to the benefit of Berry and the Settlement Class Members and their respective agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, heirs, personal legal representatives, successors and assigns.

12. With respect to the Settlement Class Members, the Future Royalty Calculation Method shall apply to Royalties paid for production occurring within Garfield County on and after May 1, 2014. The Settlement Amount includes an amount for production occurring through the production month of April 2014. Until the Future Royalty Calculation is instituted by Berry, Berry is entitled to continue its current method of calculating and paying Royalties and shall

make such prior period adjustments as may be appropriate in the ordinary course of business. Berry will also pay Royalties based on the Future Royalty Calculation Method on production occurring during the Transition Period by, in addition to the Royalties paid to the Settlement Class Members during the Transition Period, paying to each of the Settlement Class Members (and their successors) entitled to receive Royalties on production occurring on and after May 1, 2014, no later than 150 days after the end of the Transition Period, the difference between the amount owed under the Future Royalty Calculation Method and the amount paid by Berry to the Settlement Class Members (and/or their successors) in Royalties for Hydrocarbons produced within Garfield County between May 1, 2014 and the end of the Transition Period, inclusive.

13. The Court has, by separate order, granted Class Counsel's "Motion for an Award of Attorneys' Fees and Expenses and for an Incentive Award Payment to Class Representatives." The amount of attorneys' fees and litigation expenses awarded to Class Counsel which shall be distributed to Class Counsel from the Settlement Fund is to be paid to Class Counsel within seven (7) calendar days after the date in which the Initial Settlement Payment has been deposited in the Berry Settlement Account.

14. Within three (3) days after the date in which the Initial Settlement Payment has been deposited in the Berry Settlement Account established by Class Counsel, Class Counsel will file a Notice of Dismissal With Prejudice with the Court.

15. The Court reserves jurisdiction over this matter, the Parties, and all counsel herein, without affecting the finality of this Final Order, over (a) implementing, administering and enforcing this Settlement and any award or distribution from the Settlement Funds; (b) disposition of the Settlement Fund; and (c) other matters related or ancillary to the foregoing.

16. Nothing set forth in this Final Order shall be construed to modify or limit the terms of the Agreement, but rather, the Settlement Agreement and Final Judgment are to be construed together as one Settlement between the Parties.

Dated: Oct. 29, 2014.

BY THE COURT:

Herbert L. Stern III

Herbert L. Stern, III
District Court Judge