

**IN THE DISTRICT COURT OF TEXAS COUNTY
STATE OF OKLAHOMA**

MARVIN TAYLOR,)
MARGARET SHEPPARD AND)
ALESEN SHEPPARD)
FOR THEMSELVES AND ALL OTHERS)
SIMILARLY SITUATED,)

PLAINTIFFS,)

vs.)

CHEVRON TEXACO CORPORATION,)
TEXACO, INC.;)
TEXACO EXPLORATION AND PRODUCTION, INC.;)
CHEVRON U.S.A., INC.,)
FOR ITSELF AND AS GUARANTOR OF TEXACO)
EXPLORATION AND PRODUCTION, INC.; AND)
FOUR STAR OIL & GAS COMPANY)

DEFENDANTS.)

CASE No. CJ-2002-104

TEXAS COUNTY
FILED

DEC 22 2009

KAREN PARISH
COURT CLERK

By _____ *W&E* Deputy

JUDGMENT AND ORDER APPROVING CLASS ACTION SETTLEMENT

This matter comes on this 22nd day of December, 2009, pursuant to notice for hearing to determine the fairness and appropriateness of a settlement of the above styled litigation entered into between the Class Representatives and Chevron (as those terms, as well as the other terms used herein, are defined in the Settlement Agreement). All parties were present and represented by counsel. The Court having conducted an evidentiary hearing and, after reviewing the Settlement Agreement and all related pleadings and filings, including all filings and/or objections by Class Members, and being fully advised in the premises, finds, orders, and adjudges as follows:

1. Notice of this hearing, and the proposed settlement, was properly mailed by Chevron to Class Members with known valid mailing addresses and was published as required by this Court's previous order (*see* Chevron's reports concerning notice previously filed with the Court). The Court previously approved such notice and now finds, orders, and adjudges that the notice to the class of this hearing is proper and sufficient under 12 O.S. § 2023,¹ the Due Process Clause of the United States Constitution, and the Due Process Clause of the Constitution of the State of Oklahoma.

2. This Court gave preliminary approval to this settlement after its terms were announced to the Court by counsel and after reviewing the Settlement Agreement on file with the Court Clerk of Texas County.

3. The settlement between the Class Representatives and Chevron embodied in the Settlement Agreement is fair, reasonable and adequate to the Plaintiff Class within the meaning of 12 O.S. § 2023 and was entered into between the Class Representatives and Chevron in good faith and without collusion, and is hereby fully and finally approved as to all its terms, including without limitation the Plan of Allocation and Distribution and all other Exhibits to the Settlement Agreement.

4. The Order on Joint Motion for Certification of Settlement Class certifying this action as a class action, for settlement purposes, pursuant to 12 O.S. § 2023(A) and (B)(3) is incorporated herein. As stated therein, this matter is certified as a class action, for settlement purposes.²

¹ The Court finds that said notice meets the requirements of 12 O.S. §2023(C)(4), *effective 11/1/2009*.

² The Court hereby incorporates the provisions of the Settlement Agreement previously filed with the Court, as though restated herein, and finds and adopts the same for purpose of defining the class claims and issues being certified herein, in compliance with 12 O.S. §2023(C)(1), *effective 11/1/2009*.

5. Subject to the terms of the Settlement Agreement, the Class Action Litigation is hereby dismissed as to the Class Claims with prejudice to the refiling of same. The Court retains jurisdiction, and this case shall remain open, to administer the Settlement Agreement, including the settlement distribution process as contemplated in the Settlement Agreement, and to enforce, the terms of the Settlement Agreement, including the entry of injunctive or other relief to enforce, implement, administer, construe and interpret the Settlement Agreement.

6. Subject to the terms of the Settlement Agreement, the Plaintiff Class is ordered and adjudged to have conclusively released the Released Claims against the Released Parties.

7. Subject to the terms of the Settlement Agreement, the Plaintiff Class Members are hereby barred and permanently enjoined from prosecuting, commencing or continuing any of the Released Claims against the Released Parties.

8. By agreeing to settle the claims of the Plaintiff Class asserted against Released Parties in the Class Action Litigation, Chevron does not admit, and specifically denies, any and all liability to the Plaintiff Class, the Class Representatives and Class Counsel.

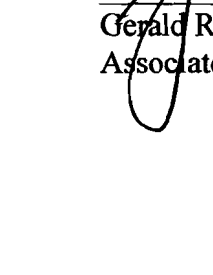
9. The settlement between the Plaintiff Class and Chevron, and certification of the Plaintiff Class, may never be used for any purpose in any subsequent litigation against Chevron other than to enforce the terms of the Settlement Agreement and this order.

10. Chevron has given adequate Notice of the Settlement of the Class Action Litigation as required by law to the members of the Plaintiff Class. The members of the Plaintiff Class have been afforded a reasonable opportunity to opt out of the Settlement Class or to object to the settlement between the Plaintiff Class and Chevron.

11. All documents designated as confidential by any party pursuant to the Protective Order in this action shall be returned to the producing party in accordance with the Protective Order, except as otherwise provided by the terms of the Settlement Agreement.

12. The Court expressly finds and determines that there is no just reason to delay the finality of this Judgment and Order and, pursuant to 12 O.S. § 994 (A), the Court expressly directs the filing of this Judgment and Order as a final Judgment and Order.

IT IS SO ORDERED this 10th day of December, 2009.




Gerald Riffe
Associate District Judge

I, KAREN PARISH, District Court Clerk in and for Texas County Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears of record in the Court Clerk's office of Texas County, Oklahoma.
DATE December 22, 2009
KAREN PARISH District Court Clerk
By Karen Parish Deputy

Approved:

12/22/09
Date

Attorneys for Plaintiffs:

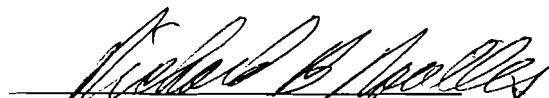

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