

**IN THE DISTRICT COURT OF ROGER MILLS COUNTY
STATE OF OKLAHOMA**

(1) Suzanne Broadbent, on behalf of)
herself and all others similarly situated,)
)
Plaintiff,)
)
v.)
)
(1) Presidio Petroleum LLC,)
)
Defendant.)

No. CV-2022-15

FILED

OCT 10 2023

JAN BAILEY
COURT CLERK
ROGER MILLS COUNTY

**MOTION FOR APPROVAL OF CLASS COUNSEL’S FEES, LITIGATION EXPENSES,
ADMINISTRATION, NOTICE, AND DISTRIBUTION COSTS, AND
CASE CONTRIBUTION AWARD**

Plaintiff, Suzanne Broadbent (“Class Representative”), respectfully moves this Court for an Order awarding Class Counsel attorney’s fees and costs pursuant to 12 O.S. § 2023(G) and relevant common law, and for a Case Contribution Award to Class Representative.

Specifically, Class Representative requests that the Court issue an Order:

1. Awarding Class Counsel an attorney fee award of \$166,250.00, totaling thirty-five percent (35%) of the Gross Settlement Fund of \$475,000.00;
2. Awarding Class Representative a case contribution award in the amount of \$10,000.00 for her contribution to this Class Settlement; and,
3. Reimbursing Litigation Expenses, and Administration, Notice, and Distribution Costs, with the total amount of all such costs not to exceed \$70,000.¹

BACKGROUND

In the interest of brevity, Class Representative will not recite the entire background of this Litigation. Rather, Class Representative refers the Court to the Motion for Preliminary Approval filed herein on August 14, 2023, the Joint Declaration of Class Counsel (“Joint Counsel Decl.”)

¹ Litigation Expenses to date are set forth herein. Class Representative intends to provide a supplement to the Court immediately prior to the Final Fairness Hearing date with an up-to-date itemization of costs.

attached hereto as Ex. A, the pleadings on file, and any other matters of which the Court may take judicial notice, all of which are incorporated as if fully set out in this motion. Notice of this Motion has been provided to all Class Members in the manner approved by the Court's Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for Settlement Purposes, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing entered herein on August 21, 2023.

ARGUMENT & AUTHORITY

Each of the requests are warranted considering the work done and results achieved. They're also strongly supported by authority and are in line with similar requests granted by federal and state courts in oil and gas class actions in Oklahoma.

1. An Attorney's Fee of 35% of the common fund is reasonable.

Class Counsel requests this Court to award an attorney fee of 35% based upon the percentage of fund method (*i.e.*, contingent fee method). Class Counsel negotiated a 40% fee agreement with Class Representative at this outset of this case, but has agreed to voluntarily reduce their fee request to 35%. Oklahoma's class action attorney fee statute authorizes the Court to utilize the percentage method of calculating attorney's fees. *Strack v. Continental Resources*, 2021 OK 21, ¶19, 507 P.3d 6099 ("We conclude that both the lodestar method and the percentage method are valuable to determine attorney's fees under Oklahoma's class action statute. A court's goal in deciding attorney fee awards is to award a reasonable fee, and a court should compare the results of both methods to ensure it is awarding a reasonable fee in a common fund class action."). The Court should consider the thirteen (13) factors set forth in 12 O.S. §2023(G)(4)(e) in order to determine whether the percentage of fund method results in a reasonable fee. Each of the thirteen (13) factors are discussed in turn below, and each factor supports the requested 35% attorney fee award.

i. Time and Labor. The Joint Counsel Decl. shows Class Counsel invested substantial

time in researching, investigating, prosecuting, and resolving the Litigation. Pursuant to the fee agreement between Class Counsel and Class Representative, the parties agreed that the reasonable value of Class Counsel's services, if awarded on an hourly basis, was \$450.00 per hour. This hourly rate is lower than other imputed hourly rates which have been found reasonable in other recent oil and gas class action cases in northwest Oklahoma. For example, the Blaine County District Court approved the following hourly rates in its August 18, 2021, Judgment and Order on Remand Approving Attorney's Fees, Blaine County Case No. CJ-10-75 at ¶99:

Strack v Continental				
Summary of Class Counsel's Hourly Rates				
Firm	Attorney or Paralegal	Title	Hourly Rate	Range of Rates within the "Legal Community"
Burns & Stowers	Douglas E. Burns	Senior Attorney	\$875	\$550-\$900
Burns & Stowers	Terry L. Stowers	Senior Attorney	\$875	\$550-\$900
Park, Nelson, Caywood, Jones	Kerry Caywood	Attorney	\$500	\$350-\$700
Park, Nelson, Caywood, Jones	Angela Caywood Jones	Attorney	\$500	\$350-\$700
Burns & Stowers	Pamela Moulton	Paralegal	\$275	\$90-\$350
Burns & Stowers	Tammie Wheeler	Paralegal	\$200	\$90-\$350

The rate that Class Counsel requests this Court to consider herein of \$450.00 per hour, is lower than the lowest hourly attorney rate found reasonable in that case and MUCH lower than the \$875.00 rate found reasonable for the lead attorneys on that case.

Class Counsel has invested 185.1 hours through the filing date of this Motion and reasonably anticipate expending an additional 60 hours of time in this case order to: (1) prepare for and attend the Final Fairness Hearing; (2) prepare and submit an Initial and Final Plan of Allocation; (3) field inquiries from class members; (4) monitor the distribution and administration of the settlement fund; and (5) prepare and submit orders as necessary with respect to reimbursement of costs. See Joint Counsel Decl., ¶ 23. The lodestar calculation of the value of

Class Counsel's actual and anticipated time is \$110,295. (245.1 hours x \$450.00 per hour). The requested 35% attorneys fee is a 1.5 multiplier of the lodestar calculation – which is well within the permissible range for an attorney fee multiplier enhancement under Oklahoma law. *See Strack v. Continental Resources Inc.*, 2021 OK 21, ¶ 30 (suggesting that a 2.0 multiplier could be reasonable).

ii. **Novelty and Difficulty.** Class actions are known to be complex and vigorously contested. The claims involve difficult and highly contested issues of Oklahoma oil-and-gas law and class certification law that are currently being litigated in multiple forums. Although many class action royalty cases have been certified in Oklahoma, there are no precedential appellate decisions which have reviewed class certification of claims under the Oklahoma Production Revenue Standards Act. As a result, many nuances of the timing, payment, and interest provisions of the Production Revenue Standards Act are hotly contested by defense counsel. Defendant asserted numerous defenses to the claims herein that would have to be overcome if the Litigation continued to trial. (*See* Defendant's Answer to Amended Class Action Petition filed herein on December 6, 2023). Despite these hurdles, Class Counsel obtained a significant recovery for the Settlement Class. Thus, the immediacy and certainty of this recovery, when considered against the very real risks of continuing to a difficult trial and possible appeal, support the fee request.

iii. **Skill required.** Only a few firms in Oklahoma handle oil-and-gas class litigation because of the nuanced intersection of class action and oil-and-gas law and the expense of funding such a large and potentially long-lasting endeavor. Defendant is also represented by experienced class action attorneys who can expend significant effort and expense in the defense of their client. These factors strongly support the request for fees.

iv. **Preclusion of Other Employment.** Class Counsel has only a finite number of hours

to invest in class action cases. Commitment of time to class action cases precludes Class Counsel from working on other hourly fee matters where the risk of non-payment is substantially lower. *See* Joint Counsel Decl. ¶ 26.

v. **Customary Fee.** Class Representative negotiated a contract to prosecute this case on a fully contingent basis, with a fee arrangement of 40% of any recovery obtained for the putative class after the filing of the Litigation. Oil and gas class action cases in Oklahoma are always prosecuted on a contingency fee basis. The reason for this is that the named plaintiff in oil and gas class actions generally will not have the resources or motivation to pay an hourly fee and advance the cost of experts. Therefore, the contingency fee arrangement is a critical tool for class members to get the relief to which they are entitled. This factor supports the fee request.

vi. **Whether the Fee is Fixed or Contingent.** Class Counsel undertook this case on a purely contingent fee basis (with the amount of any fee being subject to Court approval) and assumed a substantial risk that the lawsuit would yield no recovery, leaving them uncompensated and without the ability to recover costs that they advanced. *See* Ex. A, Joint Counsel Decl. ¶ 18. Additionally, it was known and accepted by Class Counsel that compensation, if any, would be deferred until the conclusion of this matter – which period of time was unknown at the outset. Courts consistently recognize that the risk of receiving little or no recovery is a major factor in considering an award of attorneys’ fees. *See, e.g., Chieftain*, No. 17-CV-336-KEW (E.D. Okla. Mar. 3, 2020), Doc. 71 at 17 (“If Class Counsel had not been successful, they would have received zero compensation (not to mention reimbursement for expenses).”). Simply put, it would not have been economically prudent for Class Counsel to pursue the case under any prospect that the Court would award a fee on the basis of hourly rates alone. Class Counsel should be rewarded for the

risk incurred by receiving an attorney fee award which is significantly in excess of the lodestar amount. Accordingly, this factor strongly supports the fee request.

vii. **Time Limitations.** This was not a factor in this case. Obviously, though, the hours which were invested in this case by Class Counsel were hours that could not be devoted to other hourly paying matters.

viii. **Amount in Controversy and Result Obtained.** The Parties had varying damage models, as is customary. But under any measure, the recovery here is significant when compared to the amount in controversy. (*See* Motion for Final Approval filed herein contemporaneously regarding the reasonableness of the Settlement). The Settlement Agreement also includes Future Benefits in the form of an agreement from Defendant to implement policies and procedures to accomplish the payment of statutory interest to owners in Oklahoma in the future automatically and without awaiting a demand for statutory interest. This Future Benefit is estimated by Class Counsel's consulting expert to be valued at approximately \$930,000, giving the total settlement an estimated value of \$1,405,000. The result obtained in a contingent fee case is by far the most important factor in determining the fee to award, as noted above. Many class actions have settled for a lower proportionate recovery of actual damages, and in Oklahoma, some actions have failed altogether. This factor supports the fee request.

ix. **Experience, Reputation, and Ability of Counsel.** As set forth in the Joint Declaration of Class Counsel, Class Counsel has significant prior experience in litigating class action cases asserting claims for late payments under the Oklahoma Production Revenue Standards Act. Hopefully, the ability of counsel in these matters is evident to the Court from the filings herein.

x. **Undesirability.** Class action cases have the potential to be a lengthy, expensive,

time-consuming, and arduous undertaking. Very few attorneys have the desire to take on the risk involved in class actions, much less a class action against a well-defended oil-and-gas company such as Defendant. *See, e.g., See Chieftain*, No. 17-CV-336-KEW (E.D. Okla. Mar. 3, 2020), Doc. 71 at 18 (“Compared to most civil litigation, this Litigation clearly fits the “undesirable” test and no other firms or plaintiffs have asserted these claims against Newfield . . . Few law firms would be willing to risk investing the time, trouble and expenses necessary to prosecute this Litigation[.]”). On remand from the Supreme Court’s decision in *Strack v. Continental Resources*, 2021 OK 21, the District Court in that case also recognized that class action cases are less desirable than hourly cases because of the risk and time involved. (*See* August 18, 2021, Judgment and Order on Remand Approving Attorney’s Fees, Blaine County Case No. CJ-10-75 at ¶79 “Class cases are also less desirable than ordinary hourly cases because the attorneys not only have to take much greater risk, but to live with that risk for a period of many years.”). Class action late payment cases require substantial resources to be invested by counsel consisting of not only their own time but also advancing expert witness expenses. Payment for these services and expenses is never certain and can often be delayed for years. This factor supports the fee request.

xi. **Nature and Length of Professional Relationship with Client.** Class Counsel worked extensively with Class Representative throughout the Litigation to prosecute the claims. And, Class Representative supports the Fee Request. *See* Ex. B, Class Representative Decl. This factor supports the fee request.

xii. **Awards in Similar Cases.** Forty percent is the customary fee award in oil and gas royalty class actions in Oklahoma. Numerous state and federal courts in Oklahoma, have awarded a 40% contingent fee in Oklahoma oil-and-gas class action litigation. *See, e.g., Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.*, No. 17-CV-336-KEW (E.D. Okla. Mar. 3, 2020), Doc. 71 at 14 (“I find this fee [40%] is consistent with the market rate and is in the range of the ‘customary fee’ in oil and

gas class actions in Oklahoma state courts over the past fifteen (15) years.”). The Coalition of Oklahoma Surface and Mineral Owners has created a summary (through 2018) of attorney fee awards in oil and gas class actions in state and federal courts in Oklahoma.² (Attached hereto as Ex. C). Over half of the cases cited in the summary had attorney’s fee awards of 40.00% or above. Class Counsel’s request for a 35% fee is well within the historical awards in similar oil and gas class action cases.

Here, Class Counsel has voluntarily reduced their fee request to 35% of the Gross Settlement Fund, despite initially signing a fee agreement which provided for a 40% fee. Additionally, as calculated by Class Counsel’s consulting expert, the present value of the anticipated Future Benefits to the Settlement Class is estimated at \$930,000, giving the total settlement an estimated value of \$1,405,000 to the Settlement Class. Class Counsel’s fee request is around 12.00% of the total estimated value of the settlement. Additionally, it should be noted that by monetary amount, the common fund in this case is lower than many of the other class action settlements in Oklahoma reflected on the Ex. C summary. This fact suggests a higher percentage of the common fund is appropriate, since this case did not benefit from an economy of scale to the same extent that larger settlement funds have. This factor supports the fee request.

xiii. **Risk of Recovery.** Because this case was pursued on a fully contingent basis, the risk of non-recovery was substantial. The total amount of the potential recovery in a case like this is never known at the outset and until after substantial resources have already been invested in the case. Class action cases also have the significant procedural hurdle of obtaining an order certifying the class. Thus, even if the merits of the underlying claims are certain, there is always a risk that the court could decline to certify a class. If a class is not certified, Class Counsel will achieve no recovery (except with respect to any individual claims the named plaintiff may have

² On remand from *Strack v. Continental*, 2021 OK 21, the Blaine County District Court relied on this summary in part to support the attorney fee award granted therein and found the weighted average fee to be 38.15%. (August 18, 2021, Judgment and Order on Remand Approving Attorney’s Fees, Blaine County Case No. CJ-10-75 at ¶85).

that remain after denial of class certification). Additionally, it should be common knowledge that the oil and gas industry in Oklahoma regularly goes through periods of instability and bankruptcy filing. The risk of a defendant filing bankruptcy in a case, which often take many years to resolve, like this is ever present. Based upon all of the above factors, the risk of non-recovery in a case of this nature is substantial, and Class Counsel took significant risk in filing this case.

2. Oklahoma law supports a Case Contribution Award to the Class Representative.

Class Representative seeks a Case Contribution Award of \$10,000.00 to compensate her for her time and services rendered on behalf of the Settlement Class. The Oklahoma Supreme Court in *Strack v. Continental* held that a Case Contribution Award is appropriate under Oklahoma Law. *Id.* at ¶ 36 (“We agree that incentive awards are justified as payment for reasonable services rendered by class representatives on behalf of the class that were helpful to the litigation.”). Reasonableness of a Class Representative award is determined based on the same factors as reasonableness of the attorney fee request – *i.e.* 12 O.S. 2023(G)(4)(e).

\$10,000.00 is a reasonable Case Contribution Award to Class Representative. Class Representative has invested 25.25 hours in this matter (including anticipated time for the Final Fairness Hearing), and anticipates investing an additional several hours. *See* Ex. 1 to Declaration of Class Representative, Ex. B. Class Representative is a licensed Oklahoma attorney, and has been instrumental in this litigation at every stage including meeting with Class Counsel prior to the filing of this lawsuit, remaining informed of the damage modeling efforts and general case strategy and progress, preparation for and attending mediation, review and approval of the lengthy settlement agreement, and she will attend and participate in the Final Fairness Hearing. For the purposes of assessing the reasonableness of the requested Case Contribution Award, Class Representative’s time should be valued at \$400.00 per hour. Class Representative’s time (actual

and anticipated) multiplied times the hourly rate of \$400.00 exceeds the \$10,000.00 requested fee, and does not even include the additional several hours which are anticipated to be spent before the settlement is fully administered. Equity supports a Case Contribution Award to Class Representative for her substantial efforts, time, and the courage to bring this case on behalf of the Settlement Class.

3. Class Counsel seeks reimbursement of actual costs.

12 O.S. § 2023(G) allows recovery of nontaxable costs. Class Counsel seeks recovery of the following items of cost as set forth in the Joint Declaration of Counsel, Ex. A, ¶ 37.

Expense	Description	Total
Filing Fees/Court Costs	Court Clerk Fees of Petition & Summons	\$239.14
Expert Witness Fees	Consulting Expert – Royce Porter with W.A. Waterman & Co. – Review and analyze payment information provided by Defendant; preparation of damage modeling.	\$7,000.00
Mediator Fees	Bradley Gungoll, Mediator – Full Day Mediation split with Defendant	\$1,570.00
Publication Fees	Tulsa World - \$181.75 The Oklahoman - \$151.20 Cheyenne Star - \$151.95	\$484.90
	Total:	\$9,294.04

Additionally, Class Counsel seeks recovery of all costs of the Settlement Administration, which include the costs of implementing the notice campaign to the Settlement Class and distribution of the settlement funds. The estimated fees and expenses of the Settlement Administrator which were initially provided were \$46,998. Class Counsel intends to provide a supplement immediately prior to the Final Fairness Hearing setting for the expenses incurred through that date.

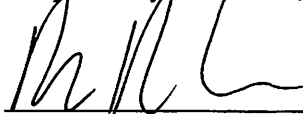
CONCLUSION

WHEREFORE, premises considered, Class Representative respectfully requests the Court

enter an order awarding an Attorney's Fee to Class Counsel, reimbursement of Litigation Expenses, Distribution and Notice Costs, and a Case Contribution Award to Plaintiff, together with such other and further relief as the Court determines is just and equitable.

Dated: October 10th, 2023.

Respectfully submitted,



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COUNSEL FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of October, 2023, a true and correct copy of the foregoing document was served upon the following by U.S. mail, with postage prepaid to:

Terry D. Ragsdale
Bradley W. Welsh
GABLE GOTWALS
110 North Elgin Ave., Suite 200
Tulsa, OK 74120

A handwritten signature in black ink, appearing to read 'D. R. Gleason', written over a horizontal line.

David R. Gleason

**IN THE DISTRICT COURT OF ROGER MILLS COUNTY
STATE OF OKLAHOMA**

SUZANNE BROADBENT,
on behalf of herself and all others similarly
situated,

Plaintiff,

v.

Case No. CV-2022-15

PRESIDIO PETROLEUM LLC,

Defendant.

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
MOTION FOR APPROVAL OF ATTORNEYS' FEES, LITIGATION EXPENSES, AND
CASE CONTRIBUTION AWARD**

The undersigned Class Counsel jointly submit this declaration under penalty of perjury in support of Class Representative Suzanne Broadbent's ("Class Representative") Motion for Final Approval of the Class Settlement and Class Representative's Motion for Approval of Attorneys' Fees, Litigation Expenses, and Case Contribution Award, which are filed contemporaneously with this declaration.¹ The statements made are based upon the personal knowledge and information for each of us.

BACKGROUND

Attorney Information

1. Randy C. Smith, of Randy C. Smith, PLLC, in Oklahoma City, Oklahoma, primarily litigates complex oil-and-gas matters. Mr. Smith is actively litigating other putative class action matters involving allegations of late payments of oil-and-gas proceeds under the Oklahoma Production Revenue Standards Act.

¹ Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Settlement Agreement.

EXHIBIT

A

2. David R. Gleason is an attorney at the firm of Moricoli Kellogg & Gleason, P.C., which focuses on complex commercial litigation and oil and gas regulatory and environmental compliance. Mr. Gleason graduated with honors from the Oklahoma College of Law where he was Order of the Coif and a member of the Oklahoma Law Review. Mr. Gleason is the current secretary for the Energy and Natural Resources Law Section of the Oklahoma Bar Association. Mr. Gleason has prior experience as class counsel with oil-and-gas class actions pursuant to the Production Revenue Standards Act. *Hay Creek Royalties, LLC v. Roan Resources, LLC*, No. 19-CV-177-CVE-JFJ (N.D. Okla. 2021) (appointed additional class counsel; \$20.2 million approved class settlement); *Hay Creek Royalties LLC v. Mewbourne Oil Company*, Case No. CIV-20-1199-F (E.D. Oklahoma 2022) appointed additional class counsel, \$3.95 million approved class settlement); *Kenny Wayne Rounds and Randy Carl Smith v. Fourpoint Energy, LLC*, Case No. CIV-20-00052-P (W.D. Okla. 2022) (appointed additional class counsel; \$3.65 million approved class settlement). Mr. Gleason is currently litigating another class action case in the Eastern District of Oklahoma pursuing identical claims to the claims in the current action. More information about Mr. Gleason may be found on his firm website, www.moricoli.com.

3. As Co-Lead Class Counsel, we have achieved an exceptional result, obtaining a settlement with an upfront cash payment of \$475,000.00. In addition to that cash payment, the settlement will result in Future Benefits with an estimated present worth of approximately \$930,000.00 to the Class over the next five (5) years. *See* Porter Decl. ¶ 6. All told, the Gross Settlement Value of the Settlement is \$1,405,000.00. *Id.*

Work Completed Before Filing Suit

4. Prior to the filing of the Litigation, Class Counsel investigated the payment practices of Presidio Petroleum, LLC (“Defendant”), met with the Class Representative, reviewed the

Class Representative's oil and gas lease, payment history, relevant title and well history, as well as publicly available information about the Defendant.

5. We also reviewed prior and pending cases related to the claims at issue in this case, and we relied upon our experience in cases of this kind.

6. Based on our review and analysis, and after discussing the same with our client, we filed the initial Petition in this case on October 5, 2022

7. **Discovery and Review of Payment History.** On November 29, 2022, Class Counsel issued discovery requests aimed at key documents and information in this case. Defendant sought an extension of its time to respond in order for the parties to begin the process of settlement discussions.

8. On or about January 30, 2023, Defendant provided Class Counsel with the details necessary to analyze the history of late payments to Class Members during the Claim Period. Class Counsel reviewed this information and asked Defendant to provide revised calculations and additional information. Although the parties had certain disagreements about the methodology of calculating the interest allegedly owed, the parties worked cooperatively for settlement purposes to come to a consensus on the sum of interest which Plaintiff alleged to be owed.

9. Class Counsel then worked with their consulting expert, Royce Porter, to verify the information and calculations provided by Defendant and to prepare a damage model.

10. **Mediation.** Class Counsel prepared a mediation statement for Brad Gungoll and engaged in pre-mediation discussions with the mediator and opposing counsel to advance the prospect of class-wide settlement. This effort included coming to an agreement on key terms of a tentative settlement before attending the mediation.

11. Class Counsel and Class Representative attended the mediation at Mr. Gungoll's office on June 21, 2023, in Oklahoma City, Oklahoma.

12. The parties concluded the mediation with the essential terms of a settlement, and Class Counsel was tasked with drafting the extensive settlement agreement documents to flesh out the process for submission of the class action settlement for approval.

13. **Settlement Agreement.** The Parties then spent over a month drafting and negotiating the Settlement Agreement, including the associated proposed orders, exhibits, and other documents, and the exchange of redlines of each these documents. When all material terms had been documented, the Parties executed the Settlement Agreement effective on August 4, 2023.

14. The Settlement Agreement was negotiated in good-faith and at arm's length. In our opinion, the Settlement Agreement is fair and reasonable given the prospect of continued litigation and the attendant risks.

15. Class Counsel then obtained bids from and negotiated with several class action settlement administration companies in an effort to lower the cost of administering the settlement in this case.

16. **Preliminary Approval of the Settlement.** Class Counsel then spent a significant amount of time drafting the Motion for Preliminary Approval, which was filed on August 14, 2023. After holding a video hearing, the Court entered the Preliminary Approval Order on August 21, 2023, kicking off implementation of the notice campaign and other settlement approval efforts.

17. **Notice Campaign.** Class Counsel then worked with the Settlement Administrator to carry out the Notice campaign, which is detailed in the Settlement Administrator's Declaration. These efforts took continuous communication and effort to effectuate the Notice campaign in accordance with the Court's Preliminary Approval Order and the terms of the Settlement Agreement. We have also received direct communications from Class Members, which we promptly answered to advise as to any questions posed by those Class Members. Based on our prior experience, we anticipate fielding many additional inquiries from Class Members prior to, and perhaps even subsequent to, the Final Fairness Hearing.

Attorney's Fees

18. Class Representative negotiated a contract to prosecute this case on a fully contingent basis, with a fee arrangement of 40% of any recovery obtained for the putative class after the filing of the Litigation. Class Counsel also agreed to advance all necessary expenses to pursue the Litigation.

19. Numerous state and federal courts in Oklahoma, have awarded a 40% contingent fee in Oklahoma oil-and-gas class action litigation. *See, e.g., Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.*, No. 17-CV-336-KEW (E.D. Okla. Mar. 3, 2020), Doc. 71 at 14 (“I find this fee [40%] is consistent with the market rate and is in the range of the ‘customary fee’ in oil and gas class actions in Oklahoma state courts over the past fifteen (15) years.”) and cases cited in the Motion for Approval of Attorney’s Fees.

20. Despite negotiating with the Class Representative for a 40% contingency fee, Class Counsel has voluntarily agreed to reduce their fee request to a 35% contingency fee.

21. Based upon our experience, knowledge, education, study, and professional qualifications, we believe that a 35% contingent fee is fair and reasonable in this case.

22. Because a contingent fee is set in the marketplace and is definitive evidence of the reasonable and fair percentage fee at the time the risk is undertaken and largely unknown, courts often focus on the contingent fee class action agreement to set the fee for the entire class.

Factors enumerated in 12 O.S. §2023(G)

23. **The time and labor required.** Class Counsel have expended and will continue to expend substantial time and resources for the benefit of the Settlement Class. Class Counsel has expended 185.1 hours to date in this litigation and reasonably anticipate expending an additional 60 hours of time to complete this litigation and fully administer the Settlement.

24. **The novelty and difficulty of the questions presented by the litigation.** Oil-and-gas class actions are difficult and complex enough that very few law firms undertake them. *See Chieftain*, No. 17-CV-336-KEW (E.D. Okla. Mar. 3, 2020) at 10 (“Class actions are known to be complex and vigorously contested . . . The legal and factual issues litigated in this case involved complex and highly technical issues.”). As far as Class Counsel is aware, only one class action

has been certified on a contested basis for late payments of oil and gas proceeds under the Production Revenue Standards Act and it is anticipated that an appeal from that matter will be forthcoming. *See Cline v. Sunoco, Inc.*, No. 6:17-cv-313-JAG (E.D. Okla. Aug 27, 2020).² Therefore, class action cases under the Oklahoma Production Revenue Standards Act can be considered novel. This factor supports the fee request.

25. **The skill required to perform the legal services properly.** Hopefully the skill required to perform the legal service was apparent to the Court. Class actions are inherently difficult and generally hard fought. Oil-and-gas litigation is as well. Combined, the two areas of law require substantial skill and diligence. Very few firms even undertake such litigation.

26. **The preclusion of other employment by the attorney due to the acceptance of the case.** It is common knowledge that the longer a case goes on the more other legal business it precludes since a lawyer and a law firm only have a finite amount of time to offer. The hours that Class Counsel invested in this litigation are hours that counsel could have spent on regular hourly matters where the risk of non-payment is low or non-existent. Additionally, had Class Counsel spent the time invested in this matter on other hourly-fee based work, Class Counsel would have been paid typically monthly for such work. Therefore, by taking this case on a contingency fee, Class Counsel has not only had to accept the risk of non-payment, but has also had to defer payment until the conclusion of this matter. This factor supports the fee request.

27. **The customary fee.** Oil and gas class action cases in Oklahoma are always taken on a contingency fee. *See* Judgment entered in *Strack v. Continental Resources Inc.*, Case No. CJ-10-75, Blaine County Oklahoma, on August 18, 2021, ¶46 (“These types of cases are never taken

² Other contested class action certifications may have included interest as a component of damages for cases seeking class certification based primarily on other theories of recovery including underpayment of royalties. The *Cline* case is the only case which Class Counsel is aware of which was certified in a contested proceeding solely for late payment claims under the Production Revenue Standards Act.

on an hourly basis.”). As shown above and discussed in the Motion for Approval of Attorney’s Fees, the customary fee is 40%. Sometimes more is awarded if counsel must go through trial or handle the case on appeal. Sometimes less is awarded if the case is a mega fund case. This case is neither. This factor supports the fee request.

28. **Whether the fee is fixed or contingent.** This factor is the only one in the disjunctive—fixed “or” contingent. It is important to preserve the parties’ expectations in their representation agreement. In a contingent fee context, a poor result means a poor fee (regardless of how long or hard the attorney worked, or how much skill displayed). A loss means no fee and usually the attorney “eats” the out-of-pocket expenses too. *See Chieftain*, No. 17-CV-336-KEW (E.D. Okla. Mar. 3, 2020), Doc. 71 at 17 (“If Class Counsel had not been successful, they would have received zero compensation (not to mention reimbursement for expenses).”). When successful, a contingent fee must significantly exceed an hourly fee to recognize the risk of a substantial financial loss if the plaintiff is unsuccessful and the delay in compensation until the conclusion of the matter. Both types of fee structures are used in different settings, and both are ethical, legal, and reasonable. The fee in this case was a contingent fee case. This factor supports the fee request.

29. **Time limitations imposed by the client or the circumstances.** This was not a major factor in this case. Obviously, any hours that Class Counsel spent working on this case were hours that could not be devoted to hourly business.

30. **The amount in controversy and the results obtained.** Based upon Class Counsel’s calculations, in consultation with their consulting expert, the maximum total principal sum of interest at issue in this case (taking into account agreed upon class exclusions) was approximately \$721,000 – calculating all interest at the 12% rate and not including interest on interest. In negotiating the Settlement, the Parties had varying damage models, as is customary in this type of

litigation. Defendant, of course, asserted many defenses to liability for the claims asserted in the case. Class Counsel was cognizant of the risk that Defendant may ultimately prove that some portion of late payments were made because title was unmarketable, and therefore some portion of the damages would ultimately be calculated at the lower interest rates set forth in 52 O.S. 570.10(3)(2)(a) (6% for time periods prior to November 1, 2018, and prime interest rate as reported in Wall Street Journal for time periods thereafter). Based upon the above consideration, the \$475,000.00 cash settlement represents a significant portion of Plaintiff's damages model and a reasonable compromise of a disputed claim.

31. **The experience, reputation, and ability of the attorney.** As discussed *supra*, Class Counsel has prior experience in class action cases asserting claims under the Production Revenue Standards Act. *See supra* ¶¶ 1–2. Our experience and skill have served the Class Members well, meriting an award of fees as requested. Moreover, in this case, we faced opposition from experienced counsel from one of the largest law firms in the state of Oklahoma which is regularly hired by large, sophisticated corporate defendants. This factor supports the fee request.

32. **Whether or not the case is an undesirable case.** Very few attorneys have the desire to take the risk involved in class actions. That is even more so in oil-and-gas class actions, where a litigation battle is waged against a well-financed oil and gas company. *See, e.g., See Chief-tain*, No. 17-CV-336-KEW (E.D. Okla. Mar. 3, 2020), Doc. 71 at 18 (“Compared to most civil litigation, this Litigation clearly fits the “undesirable” test and no other firms or plaintiffs have asserted these claims against Newfield . . . Few law firms would be willing to risk investing the time, trouble and expenses necessary to prosecute this Litigation[.]”). This factor supports the fee request.

33. **The nature and length of the professional relationship with the client.** This factor has little if any relevance here, but still supports the requested award. We met and worked with

Class Representative throughout the Litigation to prosecute these claims and Class Representative zealously represented the Class. This factor supports the fee request.

34. **Awards in similar cases.** As discussed in the Motion filed with this Declaration, we believe that the usual fee in the context of oil-and-gas class action litigation like this is 40%. In this case, although agreeing at the outset to a 40% fee with Class Representative, we have voluntarily agreed to reduce our fee request to 35% of the cash component of the Settlement. This factor supports the fee request.

35. **The risk of recovery in the litigation.** The risk of no recovery was substantial. Many oil-and-gas class actions have met with no class certification and, as a result, no recovery. And, of course, trial and the inevitable appeal is always risky. In addition, the risk of bankruptcy is ever present in oil-and-gas class actions. This factor supports the fee request.

36. Overall, the factors, and certainly the most important factors, support a 35% fee.

Litigation Expenses

37. To date, Class Counsel has advanced the followed expenses in connection with the Litigation, and we believe that all of the expenses were necessary to the successful conclusion of this case.

Expense	Description	Total
Filing Fees/Court Costs	Court Clerk Fees of Petition & Summons	\$239.14
Expert Witness Fees	Consulting Expert – Royce Porter with W.A. Waterman & Co. – Review and analyze payment information provided by Defendant; preparation of damage modeling.	\$7,000.00
Mediator Fees	Bradley Gungoll, Mediator – Full Day Mediation split with Defendant	\$1,570.00
Publication Fees	Tulsa World - \$181.75 The Oklahoman - \$151.20 Cheyenne Star - \$151.95	\$484.90
	Total:	\$9,294.04

38. We will incur additional expenses as we prepare for the Settlement Fairness Hearing, including preparation of a preliminary allocation under the Plan of Allocation and a Final Plan of Allocation and Distribution Order. Also, expenses will increase to the extent that bills for expenses have not yet arrived and been catalogued into the presently available number.

39. The most current account of Litigation Expenses will be provided to the Court at the Final Fairness Hearing.

Administration, Notice, and Distribution Costs

40. The court-appointed Settlement Administrator, Kroll, has incurred approximately significant costs in connection with the notice campaign in this action. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Settlement Proceeds. A current account of Administration, Notice, and Distribution Costs will be provided to the Court in a supplement prior to the Final Fairness Hearing.

Case Contribution Award

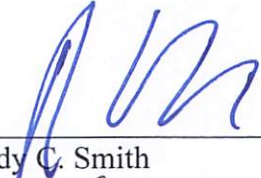
41. The Class Representative in this Litigation was indispensable. Class Representative engaged experience counsel, significantly assisted with the Litigation, including in discovery efforts, participated in mediation and negotiation of the settlement, and the process for completing and seeking approval of the Settlement. Class Representative has earned a Case Contribution Award. Class Representative requests a \$10,000.00 Case Contribution Award. Having worked with Class Representative throughout the pendency of the Litigation, we fully support this request and believe the time and effort expended by Class Representative merits a Case Contribution Award of this value.

42. Class Counsel have no other agreements regarding this lawsuit with Class Representative other than the 40% contingency fee agreement described herein. Class Counsel have made no agreement with Class Representative to share any of the requested Attorney Fee herein with Class Representative or to provide any other benefits to Class Representative other than: (1) Class Representative's proportionate share, if any, of the common fund as approved by the Court's


Final Plan of Allocation, and (2) any Case Contribution Award the Court may determine is appropriate.

CERTIFICATION

I state under penalty of perjury under the laws of the State of Oklahoma that the foregoing is true and correct and that this Declaration was executed on October 9, 2023, in Oklahoma City, Oklahoma.



Randy C. Smith



David R. Gleason

**IN THE DISTRICT COURT OF ROGER MILLS COUNTY
STATE OF OKLAHOMA**

(1) Suzanne Broadbent, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

Case No. CV-2022-15

(1) Presidio Petroleum LLC,

Defendant.

**DECLARATION OF CLASS REPRESENTATIVE
IN SUPPORT OF FINAL APPROVAL MOTIONS**

I, Suzanne Broadbent, of lawful age, upon personal knowledge, and pursuant to 12 OK Stat. § 426, declare as follows:

1. I have personal knowledge of the facts set out in this declaration based upon my involvement in the Litigation and on information provided to me by Class Counsel.¹

2. I respectfully submit this declaration in support of the forthcoming motions for Final Approval of Class Action Settlement and for Plaintiff's Attorneys' Fees, Reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and Case Contribution Award.

3. By submitting this declaration, I do not intend to, nor do I, waive any protections available to me, including, the attorney-client privilege, work product privilege, or any other privileges which may apply.

¹ Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Settlement Agreement.

EXHIBIT

B

4. I own interests in Presidio operated oil-and-gas wells and was paid oil-and-gas proceeds by Presidio. Presidio paid me outside the timelines required by Oklahoma law without paying statutory interest to me on these late payments.

5. I sought legal advice from counsel experienced in investigating oil-and-gas payment practices in Oklahoma concerning Presidio's payments to me. After discussions with Class Counsel, I decided to retain them to initiate and prosecute this Litigation. As part of that decision, Class Counsel and I discussed my responsibilities as a plaintiff and proposed class representative.

6. I retained Class Counsel because I believe they possess the requisite expertise in complex litigation and have sufficient legal and financial resources to vigorously prosecute this Litigation on my behalf and on behalf of all Class Members against Presidio.

7. With what I learned in conversations with Class Counsel, including the risks and uncertainty associated with the Litigation, the potentially significant expenses Class Counsel might incur, and the high level of representation to be provided by Class Counsel, I agreed that Class Counsel would represent me on a contingency fee basis of 40% of any recovery obtained. At the time we reached this agreement, I understood a 40% contingency fee was at the market rate for similar actions. I and Class Counsel executed a written agreement that Class Counsel could seek a fee of 40% of any gross recovery, subject to approval by this Court. I understood that Class Counsel would work on a fully contingent basis and that I would not pay hourly rates. It was not economically feasible for me to pay the fees and expenses necessary to litigate this matter to completion on a pay-as-you-go or non-contingent fee structure.

8. I have been involved in this Litigation since before filing the Complaint. By participating in this Litigation, I hoped to obtain a monetary recovery for myself and other Class Members who were paid late by Presidio without statutory interest.

9. I have been active and engaged in this Litigation throughout its course and have regularly communicated with Class Counsel and reviewed documents and provided input where helpful.

10. I sought to understand Class Counsel's work in this case and participated in the decisions to mediate this case and to ultimately enter into the Settlement. I also attended one mediation session to resolve the Litigation.

11. This action has been litigated since the Fall of 2022, which included document productions, reviewing documents and data, consulting with experts, reviewing and analyzing complex and substantial accounting information, creating damages modeling, negotiating a settlement, reviewing settlement documents, and seeking the Court's approval of the Settlement.

12. Throughout the negotiation process, Class Counsel informed me of material developments that occurred and sought and obtained approval to negotiate on behalf of myself and the Settlement Class. Class Counsel acted with my approval in all respects.

13. I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Settlement Class, which provides a Gross Settlement Fund of \$475,000.00, as well as changes to Presidio's practices concerning interest owed on late payments of oil-and-gas proceeds. The cash amount, after reduction for court-approved Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration Expenses, Notice and Distribution Costs, and Case Contribution Awards, if any, to me, will be distributed to Class Members if and when the Settlement becomes Final and Non-Appealable. I believe this is a substantial recovery for the Settlement Class.

14. I personally attended and assisted in negotiation of the Settlement at the mediation sessions, all of which took substantial hours of preparation and work.

15. Through my involvement in this Litigation, as well as discussions with Class Counsel, I understand the strengths and weaknesses of the Settlement Class's claims against Presidio.

16. I am uniquely aware of the hurdles the Settlement Class would be required to overcome to prove liability and damages if the Litigation was to be tried rather than settled.

17. My understanding of the facts as they pertain to this Litigation, as well as my interactions with Class Counsel, enables me to recommend approval of the Settlement. The Settlement is a substantial recovery for the Settlement Class under circumstances where it was possible that no recovery at all would be obtained. I fully support this Settlement as fair, reasonable, and adequate for the Settlement Class.

18. I am exceptionally pleased with the efforts of Class Counsel who always conducted themselves with professionalism and diligence while effectively representing the interests of me and the Settlement Class.

19. Class Counsel is collectively applying for an award of Plaintiff's Attorneys' Fees out of the Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this Litigation. Because of Class Counsel's extensive, efficient, and excellent work, I approve of Class Counsel's application for a fee award equal to 35% of the Gross Settlement Fund, subject to the terms of the Settlement Agreement and this Court's orders.

20. Class Counsel's request for Plaintiff's Attorneys' Fees is *less than* our negotiated fee agreement. I am very pleased with how Class Counsel conducted the Litigation and with the results achieved. Further, I support Class Counsel's request for reimbursement of Litigation Expenses because I believe Class Counsel has prosecuted this Litigation in an efficient manner given its complexities and has incurred significant, yet reasonable and necessary, expenses.

21. I understand that if the award is granted, reimbursed Litigation Expenses will be paid to Class Counsel out of the Gross Settlement Fund.

22. While I will only recover my pro rata share of the Net Settlement Fund, I intend to seek a Case Contribution Award for my representation of the Settlement Class. The court-approved Class Notices states that I will seek a Case Contribution Award of up to \$12,000.00 to compensate me for my investment of time and resources.

23. I request that the Court award me a Case Contribution Award of \$10,000.00 for the time that I have dedicated to the Litigation, as well as the expense, risk, and burden of serving as the class representative in the Litigation, and a reasonable estimate of the time to be dedicated to the Litigation through the final distribution of the Net Settlement Fund. I believe that such an award is justified in this case, as I dedicated significant hours to assisting Class Counsel to secure the recovery obtained by the Settlement as substantially reflected on Broadbent Ex. 1 attached hereto, and I expect to dedicate additional hours of time before this matter is fully concluded.

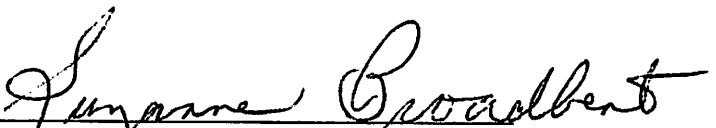
24. I am not aware of any conflicts of interest with members of the Settlement Class. I was not promised any recovery or made any guarantees prior to filing this Litigation, nor at any time during the Litigation.

25. Based on these efforts and the benefits obtained for the Settlement Class, I submit that the requested Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the Settlement on behalf of the Settlement Class.

25. Based on these efforts and the benefits obtained for the Settlement Class, I submit that the requested Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the Settlement on behalf of the Settlement Class.

CERTIFICATION

I state under penalty of perjury under the laws of the State of Oklahoma that the foregoing is true and correct and that this Declaration was executed on October 9, 2023, in Oklahoma City, Oklahoma.


Suzanne Broadbent

BROADBENT DECLARATION EXHIBIT 1

Record of time spent on Broadbent v. Presidio

August 16, 2022 -Initial consultation with attorneys Smith and Gleason re possible class action-1.5 hours

August 31, 2022 – Review and sign engagement letter-0.5 hr

September 28, 2022 – Review and sign contingency fee agreement – 0.5 hr

February 7, 2023 – Review powerpoint showing interest calculations – 0.5 hr

February 8, 2023 – Meeting with Smith and Gleason re interest calculations – 2.0 hr

April 24, 2023 – Emails re mediation schedule – 0.5 hr

May 23 – 24, 2023 – Emails re mediation preparation - 0.5 hr

June 12, 2023 – Emails re scheduling mediation preparation 0.5 hr

June 13, 2023 - Review of expert's report – 1.0 hr

June 14, 2023 – Meeting with Smith and Gleason – 2.0 hr

June 20, 2023 – Review of settlement offer - 0.5 hr

June 21, 2023 – Mediation conference – 4.0 hr

June 28, 2023 – Review settlement offer – 0.5 hr

August 4, 2023 – Review and sign settlement document – 0.5 hr

August 22, 2023 – Review of agreed order granting preliminary approval of settlement, etc. – 0.5 hr
Texts re setting hearing date – 0.25

October 2, 2023 – Review and sign declarations in support of final approval motions – 1.0 hr

October 4, 2023 - Emails re leftover money allocation – 0.5 hr

November 14, 2023 – (Anticipated time) Hearing in Cheyenne - 8.0 hr

Total time value = 25.25 hrs at \$400 per hour = \$8,100

Summary of 20+ Years of Oil and Gas Class Actions in Oklahoma (Both State and Federal Courts)

Case Identification					The "Common Fund" and Class Recovery			Percentage of "Common Fund" (Cash Only) Awarded					
Ex #	Case Name	Judge	Case No. & Court	Year Resolved	"Common Fund" (Cash Portion only)	Other Benefits to the Class	Total Recovery for the Class	Attorneys' Fee	Lode Star Multiplier (if known)	Litigation Costs	Admin Costs from Fund	Class Rep. Fee	Total Award of Fees & Costs
Pending	<i>Cecil v BP America</i>	<i>Ronald White</i>	CIV-16-410-W USED OK	2018	\$147,000,000	\$65,000,000	\$212,000,000	TBD	TBD	TBD	TBD	TBD	TBD
Pending	<i>Strack v Continental</i>	<i>Denise Hodik</i>	CJ-2016-75 Bevise Co	2018	\$49,800,000	\$57,500,000	\$107,300,000	TBD	TBD	TBD	TBD	TBD	TBD
32	<i>Chleffain v EnerVest</i>	<i>Timothy DeGandi</i>	CIV-11-177-D USWD OK	2015	\$52,000,000	\$2,965,000	\$54,965,000	Pending on Remand	Pending on Remand	Pending on Remand	Pending on Remand	Pending on Remand	Pending on Remand
54	<i>Tatum v. Devon</i>	<i>Carl Gibson</i>	CJ-2010-77 Nowata Co	2013	\$3,800,000	N/A	\$3,800,000	45.00%	Unreported	0.80%	Undetermined	0.13%	45.93%
53	<i>Gregory v El Paso</i>	<i>Richard B. Darby</i>	CJ-2000-92 Washita Co	2001	\$629,000	N/A	\$629,000	45.00%	Unreported	4.77%	Undetermined	5.00%	54.80%
28	<i>Bank of America v El Paso</i>	<i>Christopher Kelly</i>	CJ-2004-45 Washita Co	2017	\$115,000,000	\$12,662,100	\$127,662,100	44.39%	3.12	1.26%	0.58%	0.26%	46.50%
8	<i>Kouns v. ConocoPhillips</i>	<i>Ray Dean Linder</i>	CJ-1998-61 Dewey Co	2004	\$4,300,000	\$1,086,000	\$5,386,000	42.56%	Unreported	3.02%	Undetermined	0.47%	46.04%
47	<i>Naylor Farms v. QEP</i>	<i>David Russell</i>	CIV-08-668-R USWD OK	2012	\$1,845,000	N/A	\$1,845,000	41.73%	Unreported	10.84%	1.36%	2.71%	56.64%
36	<i>Chleffain v. QEP</i>	<i>David Russell</i>	CIV-09-07-R	2013	\$115,000,000	\$40,000,000	\$155,000,000	40.43%	Unreported	0.92%	Undetermined	0.67%	42.03%
31	<i>Fitzgerald v Chesapeake</i>	<i>Jon Parsley</i>	CJ-2010-38 Beaver CO	2015	\$119,000,000	Admin Exp to be paid by CHK	\$119,000,000	40.00%	4.76	0.26%	0.00%	0.30%	40.56%
11	<i>Mayo v. Kaiser-Francis</i>	<i>Richard VanDyck</i>	CJ-1993-348 Grady Co	2004	\$5,000,000	N/A	\$5,000,000	40.00%	Unreported	0.60%	Undetermined	0.00%	40.60%
22	<i>Lobo v. BP (WI)</i>	<i>Gerald Riffe</i>	CJ-19-97-72 Beaver Co	2005	\$150,000,000	N/A	\$150,000,000	40.00%	8.70	0.41%	Undetermined	0.50%	40.91%
24	<i>Mitchusson v. Exco</i>	<i>Wyatt Hill</i>	CJ-2010-32 Caddo, Co	2012	\$23,500,000	N/A	\$23,500,000	40.00%	6.30	0.41%	Undetermined	0.64%	41.04%
5	<i>Robertson/Taylor v. Sanguine</i>	<i>Richard VanDyck</i>	CJ-2002-150 Grady Co	2003	\$13,250,606	N/A	\$13,250,606	40.00%	10.00	0.08%	Undetermined	1.00%	41.08%
2	<i>Continental v. Conoco (WI)</i>	<i>Richard Perry</i>	CJ-2000-356 Garfield Co	2005	\$23,000,000	N/A	\$23,000,000	40.00%	3.65	0.74%	Undetermined	0.50%	41.24%
1	<i>Simmons v. Anadarko</i>	<i>Wyatt Hill</i>	CJ-2004-57 Caddo Co	2008	\$155,000,000	N/A	\$155,000,000	40.00%	4.20	0.53%	0.65%	0.50%	41.67%
34	<i>Drummond v Range</i>	<i>Richard Van Dyck</i>	CJ-2010-510 Grady Co	2013	\$87,000,000	N/A	\$87,000,000	40.00%	Unreported	0.74%	Undetermined	1.00%	41.74%
23	<i>Sacket v. Great Plains</i>	<i>Ray Dean Linder</i>	CJ-2002-70 Woods Co	2009	\$25,000,000	N/A	\$25,000,000	40.00%	3.20	1.30%	Undetermined	0.70%	42.00%
35	<i>Cecil v Ward</i>	<i>Wyatt Hill</i>	CJ-2010-462 Grady Co	2014	\$10,000,000	N/A	\$10,000,000	40.00%	Unreported	1.30%	Undetermined	1.00%	42.30%
37	<i>Cornett v Samson</i>	<i>Ray Dean Linder</i>	CJ-2009-81 Dewey Co	2013	\$15,200,000	1/2 of Admin paid by Samson	\$15,200,000	40.00%	Unreported	1.78%	1/2 of Admin Costs	1.00%	42.78%
27	<i>Reitdon v XTO</i>	<i>Kimberly West</i>	CIV-16-87-KW USED OK	2018	\$20,000,000	\$20,750,000	\$40,750,000	40.00%	2.55	1.12%	1.75%	0.15%	43.02%
38	<i>DSR Investments v Devon</i>	<i>Ray Dean Linder</i>	CJ-2011-12 Dewey Co	2013	\$11,000,000	\$40,000	\$11,040,000	40.00%	Unreported	2.12%	0.00%	1.00%	43.12%
21	<i>Laverty v. Newfield</i>	<i>Greg Zigler</i>	CJ-2002-101 Beaver Co	2007	\$17,250,000	\$250,000	\$17,500,000	40.00%	4.22	2.92%	Undetermined	0.40%	43.32%
25	<i>Brown v. Clifton</i>	<i>Richard Van Dyck</i>	CJ-2004-217 Caddo Co	2009	\$5,250,000	N/A	\$5,250,000	40.00%	1.31	2.44%	Undetermined	1.00%	43.44%

EXHIBIT

Summary of 20+ Years of Oil and Gas Class Actions in Oklahoma (Both State and Federal Courts)

Case Identification					The "Common Fund" and Class Recovery			Percentage of "Common Fund" (Cash Only) Awarded					
Ex #	Case Name	Judge	Case No. & Court	Year Resolved	"Common Fund" (Cash Portion only)	Other Benefits to the Class	Total Recovery for the Class	Attorneys' Fee	Lode Star Multiplier (if known)	Litigation Costs	Admin Costs from Fund	Class Rep. Fee	Total Award of Fees & Costs
9	<i>McIntosh v. Questar</i>	<i>N. Vinson Barefoot</i>	CJ-2002-22 Major Co	2002	\$1,500,000	N/A	\$1,500,000	40.00%	Unreported	3.20%	Undetermined	0.33%	43.54%
6	<i>Rudman v. Texaco</i>	<i>William C. Hetherington</i>	CF-1997-1-E Stephens Co	2001	\$25,000,000	N/A	\$25,000,000	40.00%	Unreported	3.27%	Undetermined	1.00%	44.27%
26	<i>Chieftain v. XTO</i>	<i>Kimberly West</i>	CIV-11-29-KW USED OK	2018	\$80,000,000	\$134,750,000	\$214,750,000	40.00%	2.58	2.07%	1.99%	0.28%	44.34%
*See Court Clerk	<i>Holcomb v. Chesapeake</i>	<i>Doug Haught</i>	CJ-2011-6 Roger Mills Co	2013	\$2,000,000	N/A	\$2,000,000	40.00%	Unreported	3.90%	Undetermined	0.50%	44.40%
49	<i>Krug v. Helmerich & Payne</i>	<i>Jefferson Sellers</i>	CF-98-06012 Tulsa Co	2014	\$15,760,949	N/A	\$15,760,949	40.00%	Unreported	3.92%	Undetermined	1.00%	44.92%
41	<i>Velma v. ChevronTexaco</i>	<i>Allan McCall</i>	CF-2005-496 Stephens Co	2007	\$27,000,000	N/A	\$27,000,000	40.00%	2.49	4.95%	Undetermined	1.00%	45.95%
40	<i>Taylor v. Texaco</i>	<i>Gerald Riffe</i>	CF-2002-104 Texas Co	2011	12,000,000	Admin Exp to be paid by Texaco	12,000,000	40.00%	1.76	5.00%	0.00%	1.00%	46.00%
30	<i>Chieftain v. Laredo</i>	<i>Timothy DeGiusti</i>	CIV-12-1319-D USWD OK	2015	\$6,651,998	Undetermined	\$6,651,998	40.00%	Unreported	5.26%	0.00%	1.00%	46.26%
29	<i>Mahaffey v. Marathon</i>	<i>Ken Graham</i>	CJ-2004-581E Stephens Co	2016	\$18,300,000	Undetermined	\$18,300,000	40.00%	Unreported	6.70%	1.64%	0.22%	48.56%
39	<i>Webber v. Mobil</i>	<i>F. Pat Versteg</i>	CJ-2001-53 Custer Co	2012	\$30,000,000	\$750,000	\$30,750,000	39.12%	Unreported	2.21%	0.00%	0.50%	41.83%
44	<i>Hill v. Kaiser-Francis</i>	<i>David Russell</i>	CIV-09-07-R USWD OK	2013	\$37,000,000	\$3,091,391	\$40,091,391	37.92%	Unreported	2.69%	0.35%	0.54%	41.50%
3	<i>Bramley v. ConocoPhillips</i>	<i>Greg Zigler</i>	CJ-2001-5 Texas Co	2005	\$29,261,379	\$7,590,000	\$36,851,379	37.91%	3.85	3.12%	Undetermined	1.13%	42.16%
20	<i>Bank of Amer. v. Burlington</i>	<i>Ellis Cabaniss</i>	CF-1997-68 Washita Co	2006	\$66,000,000	N/A	\$66,000,000	37.00%	Unreported	2.56%	0.63%	0.34%	40.53%
42	<i>Fankhouser v. XTO</i>	<i>Tim Leonard</i>	CIV-07-798-L USWD OK	2012	\$37,000,000	\$5,000,000	\$42,000,000	35.53%	Unreported	0.81%	Undetermined	0.27%	36.61%
7	<i>Fazekas v. Arco</i>	<i>Bill Welch</i>	C-1998-65 Latimer Co	2002	\$6,250,000	N/A	\$6,250,000	35.00%	Unreported	10.00%	Included in Litigation Costs	6.40%	51.40%
12	<i>Velma-Alma v. Chesapeake</i>	<i>Joe H. Enos</i>	CJ-2002-331-E Stephens Co	2004	\$10,500,000	\$6,600,000	\$17,100,000	34.95%	3.25	3.05%	Undetermined	2.00%	40.00%
51	<i>Booth v. Cross Timbers</i>	<i>Ray Dean Linder</i>	CF-1998-16 Dewey Co	2003	\$2,500,000	N/A	\$2,500,000	33.42%	Unreported	1.63%	Undetermined	0.36%	35.41%
45	<i>Hitch v. Cimarex</i>	<i>Lee West</i>	CIV-11-13-W USWD OK	2013	\$16,400,000	N/A	\$16,400,000	33.33%	Unreported	0.40%	Undetermined	1.00%	34.74%
56	<i>Koans v. Louis Dreyfus</i>	<i>Robert Collier</i>	CF-98-20 Dewey Co	2003	\$2,778,125	N/A	\$2,778,125	33.33%	Unreported	1.30%	Undetermined	0.43%	35.06%
43	<i>Hill v. Marathon</i>	<i>David Russell</i>	CIV-08-37-R USWD OK	2012	\$40,000,000	\$7,409,763	\$47,409,763	33.33%	Unreported	1.02%	Undetermined	0.25%	34.60%
14	<i>Barnaby v. Marathon</i>	<i>Bill Welch</i>	C-1996-40 Latimer Co	2003	\$3,645,241	N/A	\$3,645,241	33.33%	Unreported	1.85%	Undetermined	0.33%	35.51%
55	<i>Lawrence v. Cimarex</i>	<i>Richard Van Dyck</i>	CJ-2004-391 Caddo Co	2006	\$6,475,000	N/A	\$6,475,000	33.33%	Unreported	2.11%	Undetermined	0.39%	35.83%
19	<i>Duke v. Apache</i>	<i>Joe Jackson</i>	CF-1994-32 Dewey Co	2002	\$1,967,500	N/A	\$1,967,500	33.33%	Unreported	3.43%	0.26%	0.00%	37.02%
13	<i>Shockey v. Chevron</i>	<i>Ellis Cabaniss</i>	CF-2001-7 Washita Co	2005	\$60,000,000	N/A	\$60,000,000	33.33%	4.66	3.19%	0.83%	0.42%	37.77%

Summary of 20+ Years of Oil and Gas Class Actions in Oklahoma (Both State and Federal Courts)

Case Identification					The "Common Fund" and Class Recovery			Percentage of "Common Fund" (Cash Only) Awarded					
Ex #	Case Name	Judge	Case No. & Court	Year Resolved	"Common Fund" (Cash Portion only)	Other Benefits to the Class	Total Recovery for the Class	Attorneys' Fee	Lode Star Multiplier (if known)	Litigation Costs	Admin Costs from Fund	Class Rep. Fee	Total Award of Fees & Costs
18	<i>Kouns v. Kaiser-Francis</i>	Ray Dean Linder	CJ-1998-45 Dewey Co	2003	\$3,100,000	N/A	\$3,100,000	33.33%	Unreported	1.61%	8.06%	0.39%	43.39%
10	<i>Black Hawk v. Exxon (WI&RO)</i>	Deborah C. Shallcross	CJ-93-02226 Tulsa Co	1999	\$9,000,000	N/A	\$9,000,000	31.80%	Unreported	1.82%	3.30%	3.72%	40.65%
17	<i>Greghol v. Barrett</i>	Edward Cunningham	CJ-1996-166-1 Canadian Co	1996	\$180,000	N/A	\$180,000	30.00%	Unreported	Undetermined	Undetermined	0.00%	30.00%
15	<i>Duke v. Sanson</i>	Robert Collier	CJ-1994-31 Dewey Co	1996	\$1,454,375	N/A	\$1,454,375	30.00%	Unreported	0.21%	Undetermined	0.00%	30.21%
4	<i>Bridenstine v. Kaiser-Fr.</i>	Ronald Kincannon	CJ-2000-1 Texas Co	2004	\$109,974,437	Undetermined	\$109,974,437	30.00%	5.25	2.63%	0.45%	0.81%	33.89%
16	<i>Cactus Petrol. V. Chesapeake (WT)</i>	Greg Zigler	CJ-2004-4 Harper Co	2005	\$6,500,000	N/A	\$6,500,000	26.36%	1.70	3.29%	Undetermined	0.35%	30.00%
33	<i>Adkisson v Koch</i>	John Scaggs	CJ-1999-192 Seminole Co	2009	\$30,000,000	N/A	\$30,000,000	25.07%	5.15	0.35%	Undetermined	0.21%	25.63%
47	<i>In re Lease Oil Antitrust Lit</i>	Judge Jack	186 FRD 403 USSD TX	1999	\$11,250,000	N/A	\$11,250,000	25.00%	Unreported	3.30%	Undetermined	0.12%	28.42%
48	<i>Stamp Bro v Continental</i>	Joe Heaton	CIV-14-182-HE	2017	\$6,650,000	Undetermined	\$6,650,000	21.35%	Unreported	1.21%	0.00%	0.75%	23.31%
50	<i>Barnaby v. Ocean Energy</i>	N.Vinson Barefoot	CJ-1996-73 Dewey Co	2001	\$2,875,000	N/A	\$2,875,000	20.87%	Unreported	2.61%	Undetermined	0.00%	23.48%
52	<i>Dunstan v. Sonat</i>	Robert Collier	CJ-1996-12 Dewey Co	1998	\$1,572,500	\$325,000	\$1,897,500	20.67%	Unreported	Unreported	Undetermined	0.00%	20.67%
Total of All Reported O&G Class Actions				1996-2018	\$1,889,371,110	\$365,769,254	\$2,255,140,364						

Range of Attorney Fee Awards in Oklahoma O&G Class Actions as a Percentage of the "Common Fund" (Cash Only)	# of Cases	"Common Fund" (Cash Portion only)	Wgt Avg % of Total Reported Cash Common Funds	Total Recovery for the Class	Wgt Avg Atty Fee
Attorneys' Fee ≥ 40%	30	\$1,108,237,553	67.55%	\$1,317,775,653	40.53%
35% ≤ Attorneys' Fee < 40%	6	\$205,511,379	12.53%	\$221,942,770	37.28%
30% ≤ Attorneys' Fee < 35%	14	\$267,974,678	16.33%	\$281,984,441	31.96%
Attorneys' Fee < 30%	6	\$58,847,500	3.59%	\$59,172,500	24.45%
Total Completed O&G Class Actions	56	\$1,640,571,110	100.00%	\$1,880,875,364	38.15%
Additional O&G Class Actions Pending Final Approval	3	\$248,800,000		\$374,265,000	
Total of All Reported O&G Class Actions	59	\$1,889,371,110		\$2,255,140,364	

Attorneys' Fee Awards by Wgt Avg of Common Fund (cash portion of recovery)

Over 2/3rds (67.55%) of All Common Funds Recovered (i.e., \$1,317,775,653) were assessed Attorneys Fees at a Wgt Avg of 40.53%

Royalty Owner vs. Working Interest Owner Class Actions	# of Cases	"Common Fund" (Cash Portion only)	Other Benefits to the Class	Total Recovery for the Class
Royalty Owner Class Actions	55.15	\$1,702,221,110	\$365,769,254	\$2,067,990,364
Working Interest Owner Class Actions	3.85	\$187,150,000	\$0	\$187,150,000
Total of All Reported O&G Class Actions	59	\$1,889,371,110	\$365,769,254	\$2,255,140,364