IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA

Kunneman Properties LLC, on behalf of itself and all others similarly situated,

Plaintiff,

v.

Devon Energy Corporation, et al.,

Defendants.

Case No. 26-CV-131-DES

JOINT DECLARATION OF CO-LEAD CLASS COUNSEL IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR APPROVAL OF PLAINTIFF'S ATTORNEYS' FEES, LITIGATION EXPENSES, ADMINISTRATION, NOTICE, AND DISTRIBUTION COSTS, AND CASE CONTRIBUTION AWARD

The undersigned Co-Lead Class Counsel jointly submit this declaration under penalty of perjury in support of the Motion for Final Approval of the Class Settlement and the Motion for Approval of Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, 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. We have litigated many class actions and complex commercial litigations in the state and federal courts of Oklahoma, as well as in other state and federal courts.

2. We, Reagan E. Bradford and Ryan K. Wilson, are partners at the firm of Bradford & Wilson PLLC, which focuses on class actions and complex commercial litigation. We

[1] Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Settlement Agreement (Doc. 14-1).

EXHIBIT 4

primarily litigate oil-and-gas class actions like this one and have successfully achieved recoveries for numerous classes on claims similar to those at issue in this case.[2] In addition to those prior recoveries, we are actively litigating numerous other class claims related to oil-and-gas royalty payments. More information about us may be found on the firm website, www.bradwil.com.

3. We litigated this case with our co-counsel, Rex. A Sharp, a partner at the firm of Sharp Law, LLP, which also focuses on class actions and complex commercial litigation, including oil-and-gas class actions like this one. Mr. Sharp has litigated a substantial number

[2] *See, e.g.*, *Cecil v. BP Am. Prod. Co.*, No. 16-CV-410-KEW (E.D. Okla.); *Harris v. Chevron U.S.A., Inc.*, No.19-CV-355-SPS (E.D. Okla.); *McNeill v. Citation Oil & Gas Corp.*, No. 17-CV-121-RAW (E.D. Okla.); *Bollenbach v. Okla. Energy Acquisitions LP*, No. 17-CV-134-HE (W.D. Okla.); *McKnight Realty Co. v. Bravo Arkoma*, No. 17-CV-308-KEW (E.D. Okla.); *Speed v. JMA Energy Co., LLC*, No. CJ-2016-59 (Okla. Dist. Ct. Hughes Cnty.); *Henry Price Tr. v. Plains Mktg.*, No. 19-CV-390-KEW (E.D. Okla.); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ (N.D. Okla.); *Johnston v. Camino Nat. Res., LLC*, No. 19-CV-2742-CMA-SKC (D. Colo.); *Swafford v. Ovintiv Inc., et al.*, No. 21-CV-210-SPS (E.D. Okla.); *Pauper Petroleum , LLC v. Kaiser-Francis Oil Co.*, No. 19-CV-514-JFH-JFJ (N.D. Okla.); *Joanne Harris Deitrich Tr. A v. Enerfin Res. I Ltd. P'ship, et al.*, No. 20-CV-1199-F (E.D. Okla.); *Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-084-KEW (W.D. Okla.); *Rounds, et al. v. FourPoint Energy, LLC*, No. 20-CV-52-P (W.D. Okla.); *McKnight Realty Co. v. Bravo Arkoma, LLC*, No. 20-CV-428-KEW (E.D. Okla.); *Wake Energy, LLC v. EOG Res., Inc.*, No. 20-CV-183-ABJ (D. Wyo.); *Cowan v. Devon Energy Corp., et al.*, No. 22-CV-220-JAR (E.D. Okla.); *Kunneman Props. LLC, et al. v. Marathon Oil Co.*, No. 22-CV-274-KEW (E.D. Okla.); *Hoog v. PetroQuest Energy, L.L.C., et al.*, No. 16-CV-463-KEW (E.D. Okla.); *Lee v. PetroQuest Energy, L.L.C., et al.*, No. 16-CV-516-KEW (E.D. Okla.); *Underwood v. NGL Energy Partners LP*, No. 21-CV-135-CVE-SH (N.D. Okla.); *Rice v. Burlington Res. Oil & Gas Co., LP*, No. 20-CV-431-GKF-SH (N.D. Okla.); *Dinsmore, et al. v. ONEOK Field Servs. Co., L.L.C.*, No. 22-CV-73-GKF-CDL (N.D. Okla.); *Dinsmore, et al. v. Phillips 66 Co.*, 22-CV-44-JFH (E.D. Okla.); *Ritter v. Foundation Energy Mgmt., LLC, et al.*, No. 22-CV-246-JFH (E.D. Okla.); *Cowan v. Triumph Energy Partners, LLC*, No. 23-CV-300-JAR (E.D. Okla.); *Indianola Res., LLC v. Calyx Energy, III, LLC*, No. 21-CV-235-GLJ (E.D. Okla.); *Dinsmore, et al. v. Scissortail Energy, LLC*, No. 22-CV-352-GLJ (E.D. Okla.); *Wright v. Devon Energy Prod. Co., L.P.*, No. 22-CV-213-KHR (D. Wyo.); *Dinsmore, et al. v. Oklahoma Petroleum Allies, LLC*, No. 23-CV-350-GLJ (E.D. Okla.); *Dinsmore, et al. v. Staghorn Petroleum II, LLC*, No. 24-CV-369-JAR; *Blevins, et al. v. Continental Res., Inc.*, No. 22-CV-160-DES (E.D. Okla.); *Sagacity, Inc., et al. v. BCE-Mach III LLC*, No. 23-CV-39-GLJ (E.D. Okla.); *Kawulok v. JMA Energy Co., L.L.C.*, No. CJ-2019-50 (Okla Dist. Ct. Hughes Cnty.); *Navarro v. Anschutz Expl. Corp.*, No. 25-CV-93-ABJ (D. Wyo.).

of oil-and-gas class actions, recovering for many classes on claims similar to those at issue in this case.[3] In addition to those prior recoveries, Mr. Sharp and his firm are actively litigating numerous other class claims related to oil-and-gas payments and other complex claims. More information about Mr. Sharp may be found on the firm website, https://sharplawllp.com/.

4. The Court has appointed Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel, and Rex. A. Sharp as Additional Class Counsel. Doc. 17 at 4, ¶ 4(d).

5. After nearly ten years of litigation, Class Counsel have achieved an outstanding result, obtaining a settlement with a total cash value of $52.5 million, among the largest royalty underpayment class action settlements in Oklahoma history.

Work Completed Before Filing Suit

6. Before filing the Litigation, Class Counsel extensively investigated the payment practices of Defendants Devon Energy Corporation and Devon Energy Production Company, L.P. (collectively, "Devon" or "Defendants").

[3] *See, e.g.*, *Kunneman Props. LLC, et al. v. Marathon Oil Co.*, No. 22-CV-274-KEW (E.D. Okla. 2023); *Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.*, No. 19-CV-514-JFH-JFJ (N.D. Okla. 2023); *Cooper Clark Found. v. Oxy USA, Inc.*, No. 2016-CV-000039 (Kan. Dist. Ct. Grant Cnty. 2021); *In re Sheridan Holding Co. I, LLC*, No. 20-31884 (DRJ) (Bankr. S.D. Tex. 2020); *Harris v. Chevron U.S.A., Inc.*, No.19-CV-355-SPS (E.D. Okla. 2019); *Nash Family Mineral Tr. v. Lime Rock Res. II-A, L.P.*, No. CJ-17-31 (Okla. Dist. Texas Cty. 2019); *Cecil v. BP Am. Prod. Co.*, No. 16-CV-410-KEW (E.D. Okla. 2018); *Bollenbach v. Okla. Energy Acquisitions LP, et al*, No. 17-CV-134-HE (W.D. Okla. 2018); *McKnight Realty Co. v. Bravo Arkoma*, No. 17-CV-308-KEW (E.D. Okla. 2018); *Hitch Enters., Inc. v. Cimarex Energy Co.*, No. -11-CV-13-W (W.D. Okla. 2016); *Wallace B. Roderick Revocable Living Tr. v. Kansas Nat. Gas*, No. 09-CV-16 (Kan. Dist. Ct. Grant Cnty. 2015); *Owens v. Dart Cherokee*, No. 12-4157-JAR (D. Kan. 2016); *Fitzgerald Farms, Inc. v. Chesapeake Operating Co.*, No. CJ-10-38 (Okla. Dist. Ct. Beaver Cnty. 2015); *Cornett v. Samson Res. Co.*, No. CJ-09-81 (Okla. Dist. Ct. Dewey Cnty. 2013); *DSR Invests. LLC v. Devon Energy Prod. Co., LP*, No. CJ-11-12 (Okla. Dist. Ct. Dewey Cnty. 2013); *Roderick v. Osborn Heirs*, No. 09-CV-15 (Kan. Dist. Ct. Kearney Cnty. 2013); *Freebird, Inc. v. Merit Energy Co.*, No. 10-1154-KHV (D. Kan. Dec. 16, 2012); *Hershey v. ExxonMobil Oil Co.*, No. 07-1300-JTM (D. Kan. 2012); *Eatinger v. BP Am. Prod. Co.*, No. 07-1266-EFM (D. Kan. 2012); *Freebird, Inc. v. Cimarex Energy Co.*, No. 08-CV-93 (Kan. Dist. Ct. Finney Cnty. 2010).

7. We reviewed and analyzed the documents and information available to us, including correspondence, legal instruments, other litigation, and publicly available information about Defendants.

8. 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.

9. Based on our review and analysis, and after discussing the same with our original putative class representatives and clients, we filed a Petition against Defendants in District Court of Pittsburg County, Oklahoma.

Work Done After Filing

10. This lawsuit was initiated on October 26, 2016, by then-plaintiffs, James and Judy Grellner ("Initial Plaintiffs"), who filed their Class Action Petition in Pittsburg County, Oklahoma.

11. Defendants removed the case to federal court on December 6, 2016, and Initial Plaintiffs filed a motion to remand on January 2, 2017.

12. The remand motion was fully briefed by April 3, 2017.

13. On May 23, 2017, the court granted Initial Plaintiffs' motion to remand, sending the case back to Pittsburg County.

14. Notably, at the same time the parties were litigating this case in Pittsburg County, Defendants were also defending another putative class action in Pittsburg County—*Cowan v. Devon Energy Corporation, et al.*, No. CJ-16-232—in which the plaintiff was represented by the same counsel who represent Plaintiff here. Accordingly, Plaintiff's counsel and Defendants coordinated on certain aspects between the two cases—including discovery—in an attempt to more efficiently litigate the two cases.

15. Upon remand, the State Court Litigation continued, with Initial Plaintiffs seeking to enter a scheduling order for class certification in June 2017.

16. Defendants objected to and opposed what they deemed Initial Plaintiffs' "fast-track schedule and deadlines."

17. In April 2018, the parties attended a mediation session, which ultimately proved unsuccessful.

18. In June 2018, Defendants switched lead counsel, associating Guy Lipe of Vinson & Elkins.

19. Through the summer of 2018 and early 2019, the parties continued to engage in written discovery and document production.

20. In January of 2019, the parties moved for and the State Court entered a protective order concerning discovery.

21. On July 10, 2019, Initial Plaintiffs filed a motion to compel, seeking to compel interrogatory answers and document production.

22. Defendants filed their response on July 29, 2019.

23. Based on a discovery ruling reached in the *Cowan* case, the parties then filed an agreed motion to appoint the same discovery master in this case, which the court granted in October of 2019.

24. After that point, the parties continued to brief discovery issues to the special master and to appear before him for resolution of discovery disputes.

25. From late 2019 to early 2020, the parties worked to finalize an ESI protocol, including the production specifications for electronically stored information, the custodians to be searched, and the search terms to be used across those custodians.

26. During 2020, the case experienced delay from the COVID-19 pandemic, which restricted in-person hearings and meetings.

27. Despite this interruption, the parties continued to work through discovery issues during 2020, including reaching agreements on ESI and the clawback of privileged productions.

28. In January of 2021, Defendants again switched lead counsel, engaging K&L Gates to replace Vinson & Elkins.

29. The parties continued to engage in highly intensive discovery over the subsequent period.

30. In May of 2023, the Initial Plaintiffs moved to substitute Kunneman Properties LLC in as Plaintiff, because of deteriorating health of the Initial Plaintiffs.

31. The court granted that relief, and Plaintiff filed the First Amended Class Action Petition on May 26, 2023.

32. After that point, the parties engaged in further discovery, with Defendants ultimately producing over 750,000 pages of discovery, including voluminous accounting detail and production data.

33. This discovery also included the production of over 25,000 oil and gas leases, which Plaintiff's counsel reviewed, analyzed, and categorized in anticipation of class certification.

34. Defendants' production also included email productions, which Plaintiff's counsel reviewed and analyzed in full.

35. In May of 2024, Plaintiff's counsel undertook deposition discovery from Defendants.

Work Done Towards Resolution

36. Discovery continued, and the Parties began discussing the prospect of mediating the case prior to briefing class certification.

37. Ultimately, the parties agreed to engage former federal judge, Layn Phillips, to mediate the case.

38. The parties scheduled the mediation for July 11, 2025, with two rounds of extensive mediation briefing to take place before the in-person mediation session.

39. The mediation briefing and exhibits comprised 432 pages.

40. The parties traveled to Layn Phillip's office for the in-person mediation and made progress during the July 11, 2026, session, but they were unable to reach a settlement on that day.

41. In the following months, Layn Phillips and his staff attorney remained closely involved and encouraged the parties to continue negotiating.

42. Negotiations continued over the coming months, with Layn Phillip's staff attorney conducting nearly weekly calls with each side to facilitate the process.

43. This prolonged and hotly negotiated process ultimately resulted in an agreed term sheet, which the parties executed on January 9, 2026.

44. Since then, the parties have worked together to memorialize the full agreement into a formal Settlement Agreement, which they executed with an effective date of April 30, 2026.

45. As required by the Settlement Agreement, Class Counsel initiated this federal proceeding on May 4, 2026, to effectuate the terms of the Settlement. Doc. 2.

46. Class Counsel filed the motion for Preliminary Approval on May 15, 2026. Doc. 14. The Court entered the Preliminary Approval Order on June 15, 2026. Doc. 17.

Notice Campaign and Plan of Allocation

47. Since the Court preliminarily approved the Settlement, Class Counsel has worked with the Settlement Administrator to carry out the Notice campaign, which is detailed in the Settlement Administrator's Declaration (Doc. 18-5), and to formulate the Initial Plan of Allocation (Doc. 18-6). These efforts required extensive communication and effort to effectuate the Notice campaign and to formulate the Initial Plan of Allocation in accordance with the Court's Preliminary Approval Order and the terms of the Settlement Agreement.

The Positive Reaction to the Settlement

48. Since we effectuated the Notice campaign, and at the time this declaration was executed, there have been no requests for exclusion or objections. *See* Doc. 18-5, Keough Decl. at 4–5, ¶¶ 15–18. Because this declaration is required to be filed before the deadline for filing objections or requesting exclusion (August 31, 2026), Class Counsel will update the Court regarding any additional requests for exclusion or objections submitted or filed after the Court imposed deadline passes.

49. The Class Members have indicated approval of the terms of the Settlement Agreement by choosing to participate in the Settlement.

50. In Class Counsel's judgment, the Settlement is fair, reasonable, and adequate, as indicated by the support of Class Members.

51. The Settlement was also the result of an arm's length, heavily negotiated process, carried out by experienced counsel. This further supports the fairness and reasonableness of the Settlement.

Plaintiff's Attorney's Fees

52. Class Counsel seek a 40% contingency fee from the up-front cash value of $52.5 million.

53. Class Representative and Initial Plaintiffs negotiated contracts to prosecute this case on a fully contingent basis, with fee arrangements of 40% of any recovery obtained for the putative class after the filing of the Litigation.

54. Numerous state and federal courts in Oklahoma, including this Court, have recognized that a 40% contingent fee is standard in Oklahoma oil-and-gas class action litigation. *See, e.g., Blevins v. Continental Res., Inc.*, No. 22-CV-160-DES, Doc. 98 at 7 (E.D. Okla. Sept. 16, 2025) ("The Court finds this fee [40%] is consistent with or below the market rate and is in the range of the 'customary fee' in oil-and-gas class actions in Oklahoma state and federal courts."); *Cowan v. Devon Energy Corp., et al.*, No. 22-CV-220-JAR, Doc. 30 at 9 (E.D. Okla. Jan. 17, 2023) ("I find a 40% fee is consistent with the market rate for high quality legal

services in class actions like this."); *Allen v. Apache Corp.*, No. 22-CV-63-JAR, Doc. 37 at 14 (E.D. Okla. Nov. 16, 2022) ("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."); *Chieftain Royalty Co. v. Newfield Expl. Mid-Continent Inc.*, No. 17-CV-336-KEW, Doc. 71 at 14 (E.D. Okla. Mar. 3, 2020) (same).

55. Based upon our experience, knowledge, education, study, and professional qualifications, we believe that the 40% contingent fee agreed to with Class Representative and Initial Plaintiffs is the market rate for this case and is fair and reasonable. *See* Decl. of Steven S. Gensler, *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ, Doc. 64-7 at 24–25 (N.D. Okla. Apr. 7, 2021) ("[T]he typical fee agreement in similar royalty class actions in Oklahoma is a contingency fee of 40% . . . The 40% fee request in this case is consistent with what many federal and state courts in Oklahoma have awarded in other oil-and-gas royalty class actions.").

56. 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.

57. Courts consider the *Johnson* factors to determine whether the requested fee is reasonable. *See Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974).

58. **The time and labor required**: The first consideration is not prominent in a contingent fee case such as this. *See Blevins*, No. 22-CV-160-DES, Doc. 98 at 3 (E.D. Okla. Sept. 16, 2025) ("This Court, and other federal courts in Oklahoma, have acknowledged the Tenth Circuit's preference for the percentage method and declined application of a lodestar analysis or lodestar cross check."). Our efforts in this matter are discussed *supra*. This case has taken nearly ten years to litigate and resolve on a classwide basis, with thousands of hours of work and hundreds of thousands of dollars advanced by Class Counsel on behalf of the Settlement

Class. In sum, we believe our litigation efforts demonstrate the time and labor we invested in this matter. This factor supports the fee request.

59. **The novelty and difficulty of the questions presented by the litigation**: While oil-and-gas class actions are not necessarily novel in Oklahoma, they are incredibly difficult and complex, which is proven by the sheer fact that very few law firms undertake them. *Id.* at 6 ("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."). The continued difficulty of this area of the law, both in an oil-and-gas context and in a class action context, is also evident from the various positions taken by various judges, some denying class certification altogether. This factor supports the fee request.

60. **The skill required to perform the legal services properly**: Class actions are inherently difficult and generally hard fought, as is oil-and-gas litigation. Combined, the two areas of law require substantial skill and diligence. Very few firms even undertake such litigation. *Id.* at 6 ("The Court finds the Declarations and other undisputed evidence submitted demonstrate that this matter called for Class Counsel's considerable skill and experience in oil-and-gas and complex class action litigation to bring it to a successful conclusion, requiring investigation and mastery of complex facts and data.").

61. **The preclusion of other employment by the attorney due to the acceptance of the case**: While not a critical factor, 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. *Id.* at 7 ("The Declarations and other undisputed evidence demonstrate that Class Counsel necessarily were hindered in their work on other cases due to their dedication of time and effort to the prosecution of this matter.").

62. **The customary fee**: As shown above, the customary fee is 40%. *See supra* ¶¶ 54–55. 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 Litigation is neither. This factor supports the fee request.

63. **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 Blevins*, No. 22-CV-160-DES, Doc. 98 at 7–8 (E.D. Okla. Sept. 16, 2025) ("Class Counsel undertook this matter on a purely contingent fee basis (with the amount of any fee being subject to Court approval), assuming a risk that the matter would yield no recovery and leave them uncompensated. Courts consistently recognize that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees."). 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. 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.

64. **Time limitations imposed by the client or the circumstances**: This was not a factor in this case and should not influence the Court one way or the other.

65. **The amount in controversy and the results obtained**: The Parties had varying damage models, as is customary. The $52.5 million in up-front cash represents a significant amount of the damages calculated by Plaintiff's expert and represents one of the largest up-front cash amounts obtained among Oklahoma gas royalty underpayment class actions. The result obtained in a contingent fee case is by far the most important factor in determining the fee to award. *See Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (the "critical factor is the degree of success obtained"). Many class actions have settled for a lower proportionate recovery of actual damages recovered here, and in Oklahoma, some class actions have failed altogether. This factor supports the fee request.

66. **The experience, reputation, and ability of the attorney**: We have extensive experience with both class actions and royalty underpayment and late payment suits, as this

Court has previously found. *See supra* ¶¶ 2–3. We believe 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 multiple well-respected law firms regularly hired by oil-and-gas companies. This factor supports the fee request.

67. **The undesirability of the case**: Very few attorneys have the desire to take on the risks involved in class actions, particularly one that takes nearly ten years to reach resolution. That is even more so in oil-and-gas class actions, where a litigation battle is waged against a sophisticated oil-and-gas company. *See Blevins*, No. 22-CV-160-DES, Doc. 98 at 8 (E.D. Okla. Sept. 16, 2025) ("Compared to most civil litigation, this matter fits the 'undesirable' test and no other firms or plaintiffs have asserted these claims against Defendant. Few law firms risk investing the time, trouble, and expenses necessary to prosecute this matter."). This factor supports the fee request.

68. **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 worked with Class Representative and Initial Plaintiffs throughout the Litigation to prosecute these claims and Class Representative zealously represented the Settlement Class to reach the Settlement. This factor supports the fee request.

69. **Awards in similar cases**: As shown above, the usual fee in the context of oil-and-gas class action litigation like this is 40%. This factor supports the fee request.

70. Overall, the factors, and certainly the most important factors, support the fee request for a fee of 40%, which is the customary fee in these matters.

Litigation Expenses

71. The books and records of Bradford & Wilson PLLC reflect the expenses incurred for this case. Based on our oversight of the work in connection with the Litigation and our review of these records, we, Reagan E. Bradford and Ryan K. Wilson, believe them to constitute an accurate record of the expenses actually incurred by our firm in connection with

the Litigation, and that all of the expenses were necessary to the successful conclusion of this case. The total expenses paid by Bradford & Wilson PLLC and our prior firm, The Lanier Law Firm, P.C., to date are $470,338.25.

72. The books and records of Sharp Law, LLP (as confirmed in writing to us) reflect its expenses incurred for this case. The total expenses paid by Sharp Law, LLP to date are $19,568.18.

73. The expenses will increase as we prepare for the Final Fairness Hearing, including preparation of a preliminary allocation under the Initial 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. At this time, we anticipate that we will incur an additional $100,000.00 in Litigation Expenses or Administration, Notice, and Distribution Costs through the conclusion of this Litigation.

Administration, Notice, and Distribution Costs

74. The court-appointed Settlement Administrator, JND, has incurred $48,282.49 in Administration, Notice, and Distribution Costs as of July 31, 2026. *See* Doc. 18-5, Keough Decl. at 5, ¶ 19. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Gross Settlement Fund.

75. JND estimates that it will require an additional $188,717.51 in Administration, Notice, and Distribution Costs to complete the settlement process, for an overall total cost of $237,000.00 in Administration, Notice, and Distribution Costs. *Id.*

Case Contribution Award

76. Class Representative was crucial in this Litigation. *See* Doc. 18-3, Class Rep. Decl. Class Representative engaged experienced counsel, significantly assisted with the Litigation, with the negotiation of the settlement, and with the process for completing and seeking

approval of the Settlement. Additionally, Class Representative searched and collected documents from its own records. When reason and common sense suggested mediating a resolution, Class Representative assisted in the process and attended a lengthy, out-of-state mediation session to ensure it was fair, reasonable, fully adversarial, and non-collusive. Class Representative has earned a Case Contribution Award, and 1–2% is common in oil-and-gas class actions in Oklahoma. *See, e.g., Blevins*, No. 22-CV-160-DES, Doc. 98 at 11 (E.D. Okla. Sept. 16, 2025) ("The Court finds Class Representatives' request for an award of 2% of the Gross Settlement Fund to be fair and reasonable and supported by the evidence."); *Kunneman Props., LLC v. Marathon Oil Co.*, No. 22-CV-274-KEW, Doc. 24 at 12 (E.D. Okla. Feb. 16, 2023) ("Class Representatives seek a total award of 2% of the Gross Settlement Fund . . . [which] is consistent with awards entered in similar cases."); *see also Indianola*, No. 21-CV-235-GLJ, Doc. 68 at 11 (E.D. Okla. Mar. 27, 2024) (same).

77. Here, as set forth in the Notice, Class Representative seeks an overall case contribution award of 1% of the Gross Settlement Fund. Having worked with Class Representative throughout 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.

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Reagan E. Bradford

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Ryan K. Wilson