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

Larry Patton, Jr., on behalf of himself and all others similarly situated,	§	
	§	
Plaintiff,	§	
	§	
vs.	§	Case No. 6:25-cv-027-RAW-JAR
	§	
Trinity Operating (USG), LLC	§	
	§	
Defendant.	§	

NOTICE OF PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES AND COSTS, CASE CONTRIBUTION AWARD, AND FAIRNESS HEARING

A court authorized this Notice. This is not a solicitation from a lawyer.

If you belong to the Settlement Class and this Settlement is approved, your legal rights will be affected.

Read this Notice carefully to see what your rights are in connection with this Settlement.[1]

Because you may be a member of the Settlement Class in the Litigation captioned above and described below ("the Litigation"), the Court has directed this Notice to be provided to you. Trinity Operating (USG), LLC's ("Trinity") records show you are an owner in Oklahoma well(s) for which Trinity remitted oil and gas proceeds. Capitalized terms not otherwise defined in this Notice have the meanings attributed to those terms in the Settlement Agreement referred to below and available at www.patton-trinity.com.

This Notice generally explains the claims being asserted in the Litigation, summarizes the Settlement, and tells you about your rights to remain a Settlement Class Member or to timely and properly submit a Request for Exclusion (also known as an "opt out") so that you will be excluded from the Settlement. This Notice provides information so you can decide what action you want to take with respect to the Settlement before the Court is asked to finally approve it. If the Court approves the Settlement and after final resolution of any objections or appeals, the Court-appointed Settlement Administrator will issue payments to eligible Settlement Class Members without any further action from you. This Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

The Settlement Class in the Litigation consists of the following individuals and entities:

> All non-excluded persons or entities who: (1) received late payments under the PRSA from Trinity (or Trinity's designee) for oil and gas proceeds from

[1] This Notice is a summary of the terms of the Settlement Agreement in this matter. Please refer to the Settlement Agreement for a complete description of its terms and provisions. A copy of the Settlement Agreement is available for free at www.patton-trinity.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

Oklahoma wells, or whose proceeds from Oklahoma wells were sent as unclaimed property to a government entity by Trinity; and (2) whose proceeds did not include the statutory interest required by the PRSA.

Excluded from the Settlement Class are: (1) Trinity, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any Indian Tribe as defined at 30 U.S.C. section 1702(4) or Indian allottee as defined at 30 U.S.C. section 1702(2); (4) persons or entities that Plaintiff's Counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (5) publicly traded oil and gas companies; and (6) FBC Royalty Partners LLC, Staab Holdings LLC, Alan R. Staab, Golden Gas Service Co., Donald M. Woodford, Maria Woodford Rev Trust, Sultan Oil Company, Ark Trust A Revocable Trust DTD 2/14/89, Carol W. Byrd Trust, Heritage Royalties Inc., Spindletop Exploration LLC, Mako Resources LLC, TMN Resources LLC, and Dan and Kelly McClure.

The Claim Period means checks or payments by Trinity dated June 1, 2022, through and including December 31, 2025, subject to the terms of the Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Class, you may contact the Settlement Administrator at:

Patton v. Trinity Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91244
Seattle, WA 98111
Call Toll-Free: 1- 888-670-0458

TO OBTAIN THE BENEFITS OF THIS PROPOSED SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING.

I. General Information About the Litigation

The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on allegedly late payments under Oklahoma law. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court has made no determination with respect to the merits of any of the parties' claims or defenses. A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District Court for the Eastern District of Oklahoma in the file for the Litigation.

II. The Settlement, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, Case Contribution Award, and the Settlement Allocation and Distribution to the Class

On July 7, 2026, the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of himself and the Settlement Class, and Defendant. This approval and this Notice are not an expression of opinion by the Court as to the merits of any of the claims or defenses asserted by any party to the Litigation, or of whether the Court will ultimately approve the Settlement Agreement.

In settlement of all claims alleged in the Litigation, Defendant has agreed to pay Sixteen Million Five Hundred Thousand Dollars ($16,500,000.00) in cash ("Gross Settlement Fund"). In exchange for this payment and other consideration outlined in the Settlement Agreement, the Settlement Class shall release the Released Claims (as defined in the Settlement Agreement available for review and download at www.patton-trinity.com) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, Case Contribution Award, and any other costs approved by the Court, and the gross amount of money under the Initial Plan of Allocation attributable to Class Members who timely and properly submitted Requests for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court (the "Net Settlement Fund"), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement. The Settlement Agreement also includes Future Benefits for the Settlement Class.

Class Counsel intends to seek an award of Plaintiff's Attorneys' Fees of not more than 40% of the Gross Settlement Fund. Class Counsel Randy C. Smith of Randy C. Smith, PLLC has been litigating this case without any payment whatsoever, advancing thousands of dollars in expenses. At the Final Fairness Hearing, Plaintiff's Counsel will also seek reimbursement of the litigation and administration expenses incurred in connection with the prosecution of this Litigation and that will be incurred through final distribution of the Settlement, which is estimated to be no more than $450,000. In addition, Plaintiff intends to seek a case contribution award for his representation of the Class, which amount will not exceed two percent (2%) of the Gross Settlement Fund, to compensate Plaintiff for his time, expense, risk, and burden as serving as Class Representative.

The Court must approve the Allocation Methodology, which describes how the Settlement Administrator will allocate the Net Settlement Fund. The Net Settlement Fund will be distributed by the Settlement Administrator after the Effective Date of the Settlement. The Effective Date requires the exhaustion of any appeals, which may take a year or more after the entry of Judgment. The Settlement may be terminated on several grounds, including if the Court does not approve or materially modifies the terms of the Settlement. If the Settlement is terminated, the Litigation will proceed as if the Settlement had not been reached.

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at www.patton-trinity.com. This website will include this Notice, the Settlement Agreement, the Complaint, the Preliminary Approval Order, and later the Plan of Allocation and Plaintiff's Counsel's application for fees, costs, and the Case Contribution Award. You may also receive information about the progress of the Settlement by visiting the website at www.patton-trinity.com, or by contacting the Settlement Administrator at the address set forth above.

III. <u>Class Settlement Fairness Hearing</u>

The Final Fairness Hearing will be held on October 8, 2026, beginning at 10:00 a.m. CT, before the Honorable Jason A. Robertson, at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and www.patton-trinity.com to confirm no change to the date and time of the hearing has been made. At the Fairness Hearing, the Court will consider: (a) whether the Settlement is fair, reasonable, and adequate; (b) any timely and properly raised objections to the Settlement; (c) the Allocation Methodology; (d) the application for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs; and (e) the application for the Case Contribution Award for the Class Representative.

A SETTLEMENT CLASS MEMBER WHO WISHES TO PARTICIPATE IN THE SETTLEMENT AND DOES NOT SUBMIT A VALID REQUEST FOR EXCLUSION DOES NOT NEED TO APPEAR AT THE FINAL FAIRNESS HEARING OR TAKE ANY OTHER ACTION TO PARTICIPATE IN THE SETTLEMENT.

IV. What Are Your Options As A Class Member?

A. You Can Participate in the Class Settlement by Doing Nothing

By taking no action, your interests will be represented by Plaintiff as the Class Representative and by Plaintiff's Counsel. As a Settlement Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. If you are entitled to a distribution pursuant to the Allocation Methodology, you will receive your portion of the Net Settlement Fund, and you will be bound by the Settlement Agreement and all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, unless you exclude yourself from the Settlement Class, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration, continue a lawsuit or arbitration, or be part of any other lawsuit against any of the Released Parties based on any of the Released Claims.

B. You May Submit a Request for Exclusion to Opt Out of the Settlement Class

If you do not wish to be a member of the Settlement Class, then you must exclude yourself from the Settlement Class by mailing a Request for Exclusion. All Requests for Exclusion must include: (i) your name, address, telephone number, and notarized signature; (ii) a statement that you wish to be excluded from the Settlement Class in *Larry Patton, Jr., on behalf of himself and all others similarly situated, v. Trinity Operating (USG), LLC*, No. 6:25-cv-027-RAW-JAR, Eastern District of Oklahoma; and (iii) a description of your interest in any wells for which Trinity remitted oil and gas proceeds, including the well name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on the Settlement Administrator, Defendant's Counsel, and Class Counsel by United States Certified Mail, Return Receipt Requested, and must be received **no later than 5:00 p.m. Central Time on September 17, 2026** (twenty-one (21) calendar days prior to the Final Fairness Hearing), as follows:

Settlement Administrator	Class Counsel
Patton v. Trinity Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91244 Seattle, WA 98111	Randy C. Smith RANDY C. SMITH, PLLC One Leadership Square, Suite 1310 211 North Robinson Ave. Oklahoma City, OK 73102
Defendant's Counsel	
David H. Ammons Nugent D. Beaty, Jr. Ryan P. Pitts **HAYNES & BOONE, LLP** 1211 McKinney St., Ste. 400 Houston, TX 77010	Pamela S. Anderson J. Kevin Hayes **HALL, ESTILL, HARDWICK, GABLE, GOLDEN & NELSON, P.C.** 521 East 2nd Street, Ste. 1200 Tulsa, OK 74120

If you do not follow these procedures – including mailing the Request for Exclusion so that it is received by the deadline set out above – you will <u>not</u> be excluded from the Settlement Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims. You cannot exclude yourself on the website, by telephone, facsimile, or e-mail. If you validly request exclusion as described above, you will not receive any distribution from the Net Settlement Fund, you cannot object to the Settlement, and you will not have released any claim against the Released Parties. You will not be legally bound by anything that happens in the Litigation.

C. You May Remain a Member of the Settlement Class, But Object to the Settlement, Allocation Methodology, Plan of Allocation, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or Case Contribution Award

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for the Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendant's Counsel a written objection containing the following: (a) a heading referring to *Larry Patton, Jr., on behalf of himself and all others similarly situated, v. Trinity Operating (USG), LLC,* No. 6:25-cv-027-RAW-JAR, United States District Court for the Eastern District of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with Defendant; (h) the objector's signature executed before a Notary Public or other officer authorized by law to administer oaths in the jurisdiction where the objector executes the signature; (i) identification of the objector's interest in wells for which the objector has received payments made by or on behalf of Defendant (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Class Counsel and Defendant's Counsel by United States Certified Mail, Return Receipt Requested, and must be received **no later than 5:00 p.m. Central Time on September 17, 2026** (twenty-one (21) calendar days prior to the Final Fairness Hearing), at the addresses set forth above. Any Class Member that fails to timely file the written objection statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing. Your written objection must be timely filed with the Court at the address below:

Clerk of the Court
United States District Court for the Eastern District of Oklahoma
101 North 5th Street, Room 208
Muskogee, OK 74401

UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE SETTLEMENT (OR ANY PART THEREOF) AND WILL NOT BE ALLOWED TO PRESENT ANY OBJECTIONS AT THE FINAL FAIRNESS HEARING.

D. You May Retain Your Own Attorney to Represent You at the Final Fairness Hearing

You have the right to retain your own attorney to represent you at the Final Fairness Hearing. If you retain separate counsel, you will be responsible for that attorney's fees and expenses out of your own pocket.

V. Availability of Filed Papers And More Information

This Notice summarizes the Settlement Agreement, which sets out all of its terms. You may obtain a copy of the Settlement Agreement with its exhibits, as well as other relevant documents, from the settlement website for free at www.patton-trinity.com, or you may request copies by contacting the Settlement Administrator as set forth above. In addition, the pleadings and other papers filed in this Lawsuit, including the Settlement Agreement, are available for inspection at the Office of the Clerk of the Court, set forth above, and may be obtained from the Clerk's office directly. The records are also available on-line for a fee through the PACER service at www.pacer.gov/. If you have any questions about this Notice, you may consult an attorney of your own choosing at your own expense or Class Counsel.

PLEASE DO *NOT* CONTACT THE JUDGE OR THE COURT CLERK ASKING FOR INFORMATION REGARDING THIS NOTICE.

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JASON A. ROBERTSON
UNITED STATES MAGISTRATE JUDGE