

EXHIBIT

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

David A. Chastain, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

Case No. 6:26-cv-00167-DES

Lime Rock Resources Operating Company,
Inc., Lime Rock Resources IV-A, L.P., LRR IV
Operating, Inc., Lime Rock Resources III-A,
L.P., and LRR III Operating, Inc.,

Defendants.

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

I, David A. Chastain ("Chastain"), of lawful age, upon personal knowledge, and pursuant to 28 U.S.C. § 1746, 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. I own interests in Oklahoma oil-and-gas wells for which Lime Rock remitted oil-and-gas proceeds to me. Lime Rock paid me outside the timelines required by Oklahoma law without paying statutory interest to me on these late payments.
4. I sought legal advice from counsel experienced in investigating oil-and-gas payment

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

practices in Oklahoma concerning Lime Rock'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.

5. 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 Lime Rock.
6. 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. Class Counsel and I 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.
7. 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 Lime Rock without statutory interest.
8. 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.
9. I sought to understand Class Counsel's work in this case and participated in material decisions during negotiation of this case and in the decision ultimately to enter into the

Settlement.

10. This action has been litigated since February 2025, 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.
11. 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.
12. 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 \$3,340,000.00. The cash amount, after reduction for court-approved Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration, Notice, and Distribution Costs, and a Case Contribution Award, 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.
13. I remained informed, participated in material settlement decisions, and personally approved the Settlement.
14. Through my involvement in this Litigation, as well as discussions with Class Counsel, I understood the strengths and weaknesses of the Settlement Class's claims against Lime Rock.
15. I am 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.
16. 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.

17. I am exceptionally pleased with the efforts of Class Counsel, who have always conducted themselves with professionalism and diligence while effectively representing my interests and the interests of the Settlement Class.
18. Class Counsel are 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 40% of the Gross Settlement Fund, subject to the terms of the Settlement Agreement and this Court's orders.
19. 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 have prosecuted this Litigation in an efficient manner given its complexities and have incurred significant, yet reasonable and necessary, expenses.
20. I understand that if the award is granted, reimbursed Litigation Expenses will be paid to Class Counsel out of the Gross Settlement Fund.
21. 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 state that I may seek a Case Contribution Award not to exceed 2% of the Gross Settlement Fund.
22. I request that the Court award me a Case Contribution Award of \$66,800.00, which is 2% of the Gross Settlement Fund, for the time that I have dedicated to the Litigation, as well as the risk and burden of serving as the class representative in the Litigation, including my

anticipated continued participation through the final distribution of the Net Settlement Fund. I believe that such an award is justified based on my time, participation, risk, and burden in assisting Class Counsel to secure the recovery obtained by the Settlement.

23. 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.

24. 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, risk, and burden undertaken to obtain the Settlement on behalf of the Settlement Class.

CERTIFICATION

I state under penalty of perjury and that the foregoing is true and correct to the best of my knowledge.

Executed on: 8-11-26, 2026

A handwritten signature in black ink, appearing to read "David A. Chastain", written over a horizontal line.

David A. Chastain