

**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.

Case No. 26-CV-131-DES

Devon Energy Corp., et al.,

Defendants.

DECLARATION OF DALE KUNNEMAN

I, Dale Kunneman, of lawful age, upon personal knowledge, and pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am authorized to act on behalf of Kunneman Properties LLC (“Kunneman Properties”), which serves as Class Representative in this matter.
2. I have personal knowledge of the facts set out in this declaration based upon my involvement in the Litigation, on behalf of Kunneman Properties, and upon information provided to me by Class Counsel.
3. I submit this declaration in support of the forthcoming 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.
4. By submitting this declaration, I neither intend to, nor do I, waive any protections available to Kunneman Properties or to me, including, the attorney-client privilege, work product privilege, or any other privileges that may apply.

EXHIBIT 3

5. Kunneman Properties owns royalty interests in wells operated by Devon Energy Production Company, L.P. (“DEPCO”) in Kingfisher County, Oklahoma.

6. Kunneman Properties’ royalty interests in these wells derive from oil-and-gas leases that contain the implied duty to market recognized by Oklahoma law, and which leases also contain express clauses requiring payment for gas used off lease.

7. Kunneman Properties observed that DEPCO had deducted costs for midstream services and had failed to compensate Kunneman Properties fully for gas used off lease.

8. As a result, Kunneman Properties joined this Litigation as class representative to pursue claims for underpayment of gas proceeds by DEPCO.

9. As part of this engagement, I was advised of the commitment to fulfill the responsibilities of named plaintiff and proposed class representative.

10. Kunneman Properties agreed that Class Counsel would represent it on a contingency fee basis of 40% of any recovery obtained because of the risks and uncertainty associated with the lawsuit, the potentially significant expenses Class Counsel would incur, and the high level of representation to be provided by Class Counsel. I understood that a forty percent contingency fee was the market rate for similar actions. I also understood that Class Counsel would work on a fully contingent basis and that Kunneman Properties would not pay hourly rates for the engagement. Kunneman Properties’ claim was not big enough to pay the fees and expenses necessary to litigate this matter to completion on a pay-as-you-go or hourly basis.

11. By participating in this lawsuit, Kunneman Properties hoped to obtain a monetary recovery for itself and other owners who were underpaid under Oklahoma law.

12. This action has been actively litigated for nearly ten years, which has included voluminous document productions, extensive document review, consultation with multiple experts,

review and analysis of complex accounting information, deposition discovery, the creation of a damages model, mediation, extensive negotiations toward settlement, the drafting and review of settlement documents, and ultimately moving the Court to approve the Settlement.

13. Kunneman Properties collected its own documents for discovery and reviewed and approved discovery responses and other filings.

14. Kunneman Properties was also closely involved in the negotiation process, and I traveled to the mediation session in California, which ended without a settlement. I then remained engaged with Class Counsel throughout the months of additional negotiation which resulted in the proposed Settlement.

15. I believe the negotiation process resulted in an excellent settlement and significant benefit to the Settlement Class, which provides an up-front cash value of \$52,500,000.00. This 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 Award, if any, will be distributed to Class Members once the Settlement becomes Final and Non-Appealable, if approved. I believe this is a substantial and excellent recovery for the Settlement Class.

16. Through Kunneman Properties' involvement in this lawsuit, I understand the strengths and weaknesses of the claims against Defendants. I am aware of the hurdles the Settlement Class would be required to overcome to prove liability and damages if the lawsuit was to be tried rather than settled, including the fact that some oil-and-gas class actions fail to be certified.

17. 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 very pleased with the efforts of Class Counsel who always conducted themselves with professionalism and diligence while effectively representing the interests of the Settlement Class and Kunneman Properties.

19. Class Counsel is collectively applying for an award of Plaintiffs' 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 lawsuit.

20. Because of Class Counsel's efficient and outstanding work, I fully approve of Class Counsel's application for fees from the Gross Settlement Fund. I approve of Class Counsel's request for reimbursement of their reasonable and necessarily incurred Litigation Expenses. I understand that if the award is granted, Plaintiff's Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the Gross Settlement Fund.

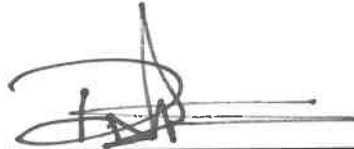
21. While Kunneman Properties will recover only its pro rata share of the Net Settlement Fund, it intends to seek a Case Contribution Award for its representation of the Settlement Class. The court-approved Notice states that the Class Representative will seek a Case Contribution Award of 1% of the Gross Settlement Fund as compensation for service as named plaintiff and class representative. This amount is based on the amount of time dedicated to the lawsuit, which was substantial and included many hours of time, dedication, and travel, as well as the expense, risk, and burden of serving as class representative in the lawsuit, and a reasonable estimate of the time to be dedicated to the lawsuit through the final distribution of the Net Settlement Fund to Class Members. I believe that such an award is justified in this case.

22. Neither Kunneman Properties nor I was promised any recovery or made any guarantees prior to joining this lawsuit, nor at any time during the lawsuit.

23. Based on these efforts and the benefits obtained for the Settlement Class, I submit that a Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the \$52,500,000.00 Gross Settlement Fund.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: August 14, 2026

A handwritten signature in black ink, appearing to read 'Dale Kunneman', is written over a horizontal line.

Dale Kunneman, Authorized Person