

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

Indianola Resources, LLC, et al., on behalf
of themselves and all others similarly situ-
ated,

Plaintiffs,

v.

Calyx Energy III, LLC,

Defendant.

Case No. 21-CV-235-GLJ

**CLASS REPRESENTATIVES' MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT & BRIEF IN SUPPORT**

Class Representatives Indianola Resources, LLC and B and G Resources, LLC (col-
lectively “Class Representatives” or “Plaintiffs”) move the Court for final approval of the:

1. Proposed class action Settlement;
2. Notice of Settlement and Plan of Notice; and
3. Proposed Initial Plan of Allocation.

Class Representatives’ proposed Judgment is attached as **Exhibit 1**, and Class Representatives’
Proposed Initial Plan of Allocation Order is attached as **Exhibit 2**.¹ Class Representatives sub-
mit that the Settlement is fair, reasonable, and adequate and should be finally approved. **Ex. 3**,
Declaration of Class Representatives (“Class Reps. Decl.”).² This conclusion is strongly sup-
ported by the fact that no objections or requests for exclusion have been received as of this
filing.³

¹ The proposed judgment was attached as Exhibit 2 to the Settlement Agreement (“SA”), Doc. 54-1. Class Counsel will also submit native versions of the proposed orders to the Court in advance of the Final Fairness Hearing and after the opt-out and objection deadlines (March 6, 2024) have passed.

² Capitalized terms not otherwise defined shall have the meaning ascribed to them in the SA.

³ On February 12, 2024, Defendant received an email from an attorney at the United States Department of Interior proposing to amend the class definition to expressly exclude “any

BACKGROUND

In the interest of brevity, Class Representatives will not recite the entire background of this Litigation. Rather, Class Representatives refer the Court to the Motion for Preliminary Approval (Doc. 54), the Joint Declaration of Class Counsel (“Joint Counsel Decl.”) (**Exhibit 4**), 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 memorandum.

On December 13, 2023, the Court issued an order preliminarily approving the Settlement, approving the Plan of Notice, and setting a date of March 27, 2024, for the Final Fairness Hearing. Doc. 60 at 6 (“Preliminary Approval Order”). The Court also approved the Notices of Proposed Settlement of Class Action (“Class Notices”), for mailing and publication. *Id.* at 6–7. The Court ordered that Notice be given to Class Members in accordance with the Plan of Notice as outlined in the Settlement Agreement and found that the Notices being provided “are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.” *Id.* at 5, ¶ 8. Since preliminary approval, Notice was mailed, by first-class mail, as ordered by the Court, to thousands of potential members of the Settlement Class between January 12, 2024, and the present. **Ex. 5**, Declaration of Jennifer Keough Regarding Notice of Settlement (“Keough Decl.”) at 3–4, ¶¶ 7–9. Notice was also published on the settlement website and in *The Oklahoman* (January 18, 2024 edition) and *The Tulsa World* (January 20, 2024 edition), as directed in the Preliminary Approval Order. *Id.* at 4, ¶¶ 10–12.

The facts regarding certification haven’t changed since the Court entered the Preliminary Approval Order—class certification remains proper. A general plan of allocation was described in the Notices, along with the other material terms of the SA. *See Ex. 5*, Keough

Indian Tribe as defined at 30 U.S.C. § 1702(4), or Indian allottee as defined at 30 U.S.C. § 1702(2).” Under the Preliminary Approval Order, this proposal constitutes neither a request for exclusion nor an objection.

Decl. at Exs. B, C; SA, Doc. 54-1. Consistent with the Notices and the Plan of Allocation, the preliminary allocation shows the proposed distributions to each member of the Settlement Class and an amount of distribution. The Initial Plan of Allocation—prepared by Plaintiffs’ expert, Barbara Ley—assumes the Court approves the requests for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the requests for Plaintiffs’ Attorneys’ Fees and Case Contribution Awards. The SA contemplates that Class Representatives will move the Court for a Distribution Order based upon a Final Plan of Allocation within sixty (60) days after the Effective Date, with the benefit of the Court’s ruling on those requests. *See* Doc. 54-1 at 20, ¶ 6.4.

Following mailing of the Notices and publication, Members of the Settlement Class had fifty-four (54) days to request exclusion or file an objection. Zero requests for exclusion and zero objections have been received as of the time of this filing.⁴ *See* Ex. 5, Keough Decl. at ¶¶ 15–18. The lack of any opt-outs and objections to the Settlement thus far support the conclusion that the Settlement and Plan of Allocation are fair, adequate, reasonable, and in the best interests of the Settlement Class such that final approval should be granted.

ARGUMENT & AUTHORITY

The Court should grant final approval of the Settlement. The procedure for reviewing a proposed class action settlement is a well-established two-step process. First, the Court conducts a preliminary analysis to determine if the settlement should be preliminarily approved such that the class should be notified of the pendency of a proposed settlement. Manual for Complex Litigation § 21.632 (4th ed. 2004). Second, the class is notified and provided an opportunity to be heard at a fairness hearing before the settlement is finally approved. Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.25, at 38 (4th ed. 2002). The Court already carried out this first step with its Preliminary Approval Order, and notice was

⁴ Because this Motion is due before the exclusion and objection deadlines (March 6, 2024), Class Representatives will submit a supplement detailing the requests for exclusion and objections, if any, received and indicate those that were properly submitted.

effectuated pursuant to the terms of the SA and in the form and manner approved by the Court. *See Ex. 5*, Keough Decl. at 2–5, ¶¶ 5–13. As to the final step, courts in the Tenth Circuit consider four factors when deciding whether to finally approve a class action settlement:

- a. Whether the proposed settlement was fairly and honestly negotiated;
- b. Whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;
- c. Whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and
- d. Whether, in the parties' judgment, the settlement is fair and reasonable.

See Rutter & Wilbanks Corp. v. Shell Oil Co., 314 F.3d 1180, 1188 (10th Cir. 2002); *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984); *see also* Fed. R. Civ. P. 23(e)(2). Each factor supports final approval of the Settlement here.

1. The Court Properly Certified the Settlement Class for Settlement Purposes and Should Confirm this Finding by Finally Certifying the Settlement Class Under Rule 23

Before addressing the four factors, the Court must find class certification remains appropriate for settlement purposes. The Court already certified the following Settlement Class:

All non-excluded persons or entities who, during the Claim Period: (1) received late payments under the PRSA from Calyx (or Calyx's designee) for oil-and-gas proceeds from Oklahoma wells, or whose proceeds were sent as unclaimed property to a government entity by Calyx; and (2) whose proceeds did not include the statutory interest required by the PRSA.

Excluded from the Settlement Class are: (1) Calyx, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; and (3) Meadors Properties, LLC, Longreach Energy Investments, LLC, Longreach Energy 2, LLC, Lahoma June Garrison, Teresa Garrison Pratt, Richard C. Lerbance, Cordell Royalty Company LLC, CPC Royalties Inc., David Oscar Cordell, KLM Royalties Inc., Patricia A. Cordell Trust, Sara Buffington Scott, Susan Gough, and Thomas Cordell Scott, including any of the affiliates of the foregoing.

Doc. 60 at 2–3, ¶ 3. Class certification remains proper under Rule 23(a) and (b)(3) for settlement purposes for the reasons set forth in the Preliminary Approval Motion (*see* Doc. 54). And Defendant consents to certification of the Settlement Class for the purpose of settlement.

The prerequisites for class certification under Rule 23(a) and (b)(3) are satisfied. First, Rule 23(a)(1)'s numerosity requirement is satisfied because the Settlement Class consists of over 3,000 owners, whose joinder would be impracticable. **Ex. 5**, Keough Decl. at 2–3, ¶¶ 5–7; *see also Trevizo v. Adams*, 455 F.3d 1155, 1161–62 (10th Cir. 2006). Second, Rule 23(a)(2)'s commonality requirement is met because “many questions of law and fact exist that could be answered uniformly for the Settlement Class using common evidence.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016); *see also Menocal v. GEO Grp., Inc.*, 882 F.3d 905, 914 (10th Cir. 2018) (“A finding of commonality requires only a single question of law or fact common to the entire class” (internal citations omitted)). Each of these common issues stems from a common body of law—the statutory law of the State of Oklahoma. The real property interests at issue are property located in the State of Oklahoma, and the payments at issue are governed by Oklahoma substantive law. Thus, any choice of law analysis would result in the application of Oklahoma law to the legal claims and, as such, there are no other states’ laws implicated by this action, nor any other choice of law issues that could affect the Court’s commonality analysis here. *See id.* Third, Rule 23(a)(3)'s typicality requirement is satisfied because Defendant treated all owners the same for purposes of proceeds payments, the same legal theories and fact issues underlie each Class Member’s claims, and all Class Members suffered the same type of injury arising out of the same facts that can be proven by the same, common evidence. *DG ex rel. Stricklin v. Devaughn*, 594 F.3d 1188, 1198-99 (10th Cir. 2010). Finally, Rule 23(a)(4)'s adequacy of representation requirement is satisfied because there are no conflicts—minor or otherwise—between Class Representatives and the other Class Members. **Ex. 3**, Class Reps. Decl.; *see Tennille v. Western Union Co.*, 785 F.3d 422, 430 (10th Cir. 2015) (“Only a conflict that goes to the very subject matter of the litigation will defeat a party’s claim of representative status.”) (internal citation omitted). Class Representatives and Class

Counsel have prosecuted the Litigation vigorously and Class Counsel is unquestionably qualified to represent the Class here. *See* **Ex. 4**, Joint Counsel Decl. at 1–5, ¶¶ 1–30.

Additionally, Rule 23(b)(3)'s predominance and superiority requirements are satisfied here. *Tyson Foods*, 136 S. Ct. at 1045; *Menocal*, 882 F.3d 905, 914–15 (“[T]he predominance prong asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues” (citations omitted)); *In re Urethane Antitrust Litig.*, 768 F.3d 1245, 1255 (10th Cir. 2014); *CGC Holding Co., LLC v. Broad & Cassel*, 773 F.3d 1076, 1087 (10th Cir. 2014). The predominance requirement is met because the substantive claims are all common (Oklahoma law under Oklahoma choice-of-law principles) as are the aggregation-enabling issues of fact (chiefly, Defendant's common course of late payments without interest to Class Members). The common questions under the shared law predominate over and are more important than any potential individual issues that theoretically could arise in the Litigation. And the superiority requirement is satisfied because resolving the Litigation through the classwide Settlement is far superior to any other method for fairly and efficiently adjudicating these claims.

The Court properly certified the Settlement Class and, because Class Representatives have proven that each of the requirements for certification under Rule 23(a) and (b)(3) remain satisfied, this finding should be confirmed with the final certification of the Settlement Class under Rule 23.

2. The Court Should Grant Final Approval of the Settlement

The Court should finally approve the Settlement as fair and reasonable. The Court has broad discretion in deciding whether to grant approval of a class action settlement. *Jones*, 741 F.2d at 324. “As a general policy matter, federal courts favor settlement, especially in complex and large-scale disputes, so as to encourage compromise and conserve judicial and private resources.” *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 455 (S.D.N.Y. 2004); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“[T]here is an

overriding public interest in settling class action litigation, and it should therefore be encouraged.”). As demonstrated below, each of the four factors identified by the Tenth Circuit weighs in favor of final approval.

A. The Settlement is the product of extensive arm’s-length negotiations between experienced counsel.

The fact that the Settlement was fairly and honestly negotiated by qualified, experienced counsel supports final approval. *See Reed v. GM Corp.*, 703 F.2d 170, 175 (5th Cir. 1983) (“[T]he value of the assessment of able counsel negotiating at arm’s length cannot be gainsaid.”). The fairness of the negotiation process is to be examined with reference to the experience of counsel, the vigor with which the case was prosecuted, and any coercion or collusion that may have affected the negotiations.

Here, the Settlement is the product of extensive arm’s-length negotiations between the Parties’ experienced counsel reached after attending two mediation sessions presided over by experienced mediator Robert G. Gum. *See Ex. 4*, Joint Counsel Decl. at 5, ¶¶ 23–25. The use of a formal settlement process supports the conclusion that the Settlement was fairly and honestly negotiated. *See Ashley v. Reg’l Transp. Dist.*, No. 05-CV-01567-WYD-BNB, 2008 WL 384579, at *6 (D. Colo. Feb. 11, 2008) (finding settlement fairly and honestly negotiated where the parties engaged in formal settlement mediation conference and negotiations over four months). And the assistance of an experienced mediator “in the settlement negotiations strongly supports a finding that they were conducted at arm’s-length and without collusion.” *In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 576 (S.D.N.Y. 2008). Here the parties engaged an experienced mediator—who has mediated dozens of oil-and-gas class actions like this one—whose involvement moved them closer to settlement.

Additionally, Class Counsel has unique experience with oil-and-gas royalty underpayment and late payment class actions. Bradford & Wilson PLLC regularly represents plaintiffs in oil-and-gas class actions, as well as other complex commercial and consumer class action litigation, and have obtained settlements in numerous underpayment or late payment class

actions in Oklahoma state and federal courts.⁵ Class Counsel are experienced and qualified counsel and represented the Settlement Class honestly and fairly during settlement negotiations. *See Ex. 4*, Joint Counsel Decl. at 1–5, ¶¶ 1–30.

Class Counsel’s experience positioned them well to comprehensively examine the large amount of information and data produced in the Litigation, enabling the Parties to make informed decisions about the strengths and weaknesses of their respective cases. *See, e.g., Id.* at 4, ¶ 19; *Childs v. Unified Life Ins. Co.*, No. 10-CV-23-PJC, 2011 WL 6016486, at *12 (N.D. Okla. Dec. 2, 2011). Further, Class Representatives were involved in the negotiations and believe the settlement process resulted in an excellent recovery for the Settlement Class. *See Ex. 3*, Class Reps. Decl. Class Representatives expended time and resources prosecuting the Litigation, including communicating with Class Counsel, providing documents and information, and participating in the negotiations that led to the Settlement. *Id.* The Parties and

⁵ *See, e.g., Cecil v. BP Am. Prod. Co.*, No. 16-CV-410-KEW (E.D. Okla. 2018); *Harris v. Chevron U.S.A., Inc.*, No. 19-CV-355-SPS (E.D. Okla. 2019); *McNeill v. Citation Oil & Gas Corp.*, No. 17-CV-121-RAW (E.D. Okla. 2019); *Bollenbach v. Okla. Energy Acquisitions LP*, No. 17-CV-134-HE (W.D. Okla. 2018); *McKnight Realty Co. v. Bravo Arkoma*, No. 17-CV-308-KEW (E.D. Okla. 2018); *Speed v. JMA Energy Co., LLC*, No. CJ-2016-59 (Okla. Dist. Ct. Hughes Cty. 2019); *Henry Price Tr. v. Plains Mktg.*, No. 19-CV-390-KEW (E.D. Okla. 2021); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ (N.D. Okla. 2021); *Johnston v. Camino Nat. Res., LLC*, No. 19-CV-2742-CMA-SKC (D. Colo. 2021); *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.); *McKnight Realty Co v. Bravo Arkoma, LLC*, No. 20-CV-428-KEW (E.D. Okla.); *Rounds, et al. v. FourPoint Energy, LLC*, No. 20-CV-52-P (W.D. Okla.); *Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-1199-F (W.D. Okla.); *Wake Energy, LLC v. EOG Res., Inc.*, No. 20-CV-183-ABJ (D. Wyo.); *Joanna Harris Deitrich Tr. A. v. Enerfin Res. I Ltd. P’ship, et al.*, No. 20-CV-084-KEW (E.D. Okla.); *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 (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.).

their lawyers were well prepared for the serious and intelligent negotiations that ultimately led to the Settlement.

These facts demonstrate the Settlement resulted from serious, informed, and non-collusive negotiations between skilled and dedicated attorneys. The first factor supports final approval.

B. Serious questions of law and fact exist, placing the ultimate outcome in doubt.

The existence of serious questions of law and fact place the ultimate outcome of this Litigation in doubt, and such doubt “tips the balance in favor of settlement because settlement creates a certainty of some recovery and eliminates doubt, meaning the possibility of no recovery after long and expensive litigation.” *McNeely v. Nat’l Mobile Health Care, LLC*, No. 07-CV-933-M, 2008 WL 4816510, at *13 (W.D. Okla. Oct. 27, 2008) (internal citations omitted).

There are numerous factual and legal issues about which the Parties disagree—issues that would ultimately be decided by a court or a jury. Despite Class Representatives’ optimism regarding their chances at class certification and trial, the Parties vehemently disagree on numerous factual and legal issues, and Defendant denies any wrongdoing giving rise to liability for late payment of oil-and-gas proceeds. Settlement renders the resolution of these issues unnecessary and provides a guaranteed recovery in the face of uncertainty. Because this Litigation presents serious issues of law and fact that place the ultimate outcome in doubt, the second factor supports final approval of the Settlement.

C. The value of immediate recovery outweighs the mere possibility of future relief after long and expensive litigation.

The complexity, uncertainty, expense, and likely duration of further litigation and appeals also support approval of the proposed Settlement. The immediate value of the \$1 million cash recovery alone outweighs the uncertainty, additional expense, and likely duration of further litigation. The Settlement Class is “better off receiving compensation now as opposed to being compensated, if at all, several years down the line, after the matter is certified, tried,

and all appeals are exhausted.” See *McNeely*, 2008 WL 4816510, at *13. The Settlement represents a meaningful recovery for the Settlement Class without the risk or additional expense of further litigation. These immediate benefits must be compared to the risk that the Settlement Class may recover nothing after class certification, summary judgment, trial, and likely appeals, possibly years into the future. See *In re Sprint Corp. ERISA Litig.*, 443 F. Supp. 2d 1249, 1261 (D. Kan. 2006).

While Class Counsel is confident in their ability to prove the claims asserted, they also recognize liability is far from certain and many potential obstacles to obtaining a final, favorable verdict exist. Even if Class Representatives were able to establish liability at trial, Defendant would have vigorously argued the Settlement Class damages are far less than the Settlement and raised a number of defenses to further whittle down the damages. Through the Settlement, the Settlement Class is guaranteed a cash payment without the attendant risks of further litigation.

Class Counsel is intimately familiar with the risks of proceeding with the Litigation because they have extensive experience prosecuting oil-and-gas class actions. See **Ex. 4**, Joint Counsel Decl. at 1–3, ¶¶ 2–3. Class Counsel believes the value of the Settlement outweighs the risks of proceeding further with the Litigation. *Id.* at 8, ¶ 43. When the risks and uncertainties of continuing the Litigation are compared to the immediate benefits of the Settlement, it is clear the Settlement is fair, reasonable, and in the best interests of the Settlement Class. The third factor supports final approval of the Settlement.

D. The Parties agree the Settlement is fair and reasonable.

The fact that Class Representatives and Defendant believe the Settlement is fair and reasonable supports final approval. Class Counsel and Class Representatives only agreed to settle the Litigation after considering the substantial benefits the Settlement Class will receive,

the risks and uncertainties of continued litigation, and the desirability of proceeding under the terms of the Settlement Agreement.

Class Counsel's judgment as to the fairness of the Settlement also supports final approval. "Counsels' judgment as to the fairness of the [settlement] agreement is entitled to considerable weight." *Childs*, 2011 WL 6016486, at *14 (citation omitted). Class Counsel believes the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and the Settlement is in the Class Members' best interests. *See Ex. 4*, Joint Counsel Decl. at 6, ¶ 34. This last factor fully supports the Court's final approval of the Settlement. Indeed, all four factors considered by courts in the Tenth Circuit support final approval of the Settlement.

3. The Notice Method Used was the Best Practicable Under the Circumstances and Should be Approved

The Court should approve the Notice given to the Settlement Class. Rule 23(c)(2)(B) requires that notice of a settlement be "the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). Also, Rule 23(e)(1) instructs courts to "direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). In terms of due process, a settlement notice need only be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Fager v. CenturyLink Comm'ns, LLC*, 854 F.3d 1167, 1171 (10th Cir. 2016) (citing *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). "The Supreme Court has consistently endorsed notice by first-class mail," holding "a fully descriptive notice . . . sent first-class mail to each class member, with an explanation of the right to 'opt out,' satisfies due process." *Id.* at 1173. Here, the Notice

campaign carried out by Class Counsel and the Settlement Administrator is substantially comparable to notice campaigns completed in other oil-and-gas class actions approved by district courts in Oklahoma, including this Court.

In its Preliminary Approval Order, the Court preliminarily approved the form and manner of the Notice disseminated by the Settlement Administrator, finding the Notices “are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.” Doc. 60 at 5, ¶ 8. The Court directed dissemination of the Notices in accordance with the Settlement Agreement and the Preliminary Approval Order. *Id.*

The Notice was mailed to over 3,000 potential Class Members and further diligence was conducted to ascertain proper mailing addresses. *Ex. 5*, Keough Decl. at 2–4, ¶¶ 5–9. In addition, the Court-approved Notice was published in January 2024 in two newspapers of local circulation, *The Oklahoman* (January 18, 2024 edition) and *The Tulsa World* (January 20, 2024 edition), as directed in the Preliminary Approval Order. *Id.* at 4, ¶ 10. The Notice materially informed Class Members about the Litigation, the Settlement, and the facts needed to make informed decisions about their rights. Also, the Notice, along with other documents germane to the Settlement, were posted on the website created for and dedicated to this Litigation, www.indianola-calyx.com, beginning on January 12, 2024. *Id.* at 4, ¶¶ 11–12. This website is maintained by the Settlement Administrator, where additional information regarding the Settlement can be found. *Id.*

In sum, the form, manner, and content of the Notice campaign were the best practicable notice, and their contents were reasonably calculated to, and did, apprise Class Members of the pendency and nature of the Settlement and affords them an opportunity to opt out or object. Therefore, the Court should grant final approval of the Notice given to the Settlement Class here.

4. The Initial Plan of Allocation Should Be Approved

The Court should also approve the proposed Initial Plan of Allocation, which is attached as **Exhibit 6**. Like the Settlement itself, a plan of allocation must also be approved as fair and reasonable. See *In re Sprint Corp. ERISA Litig.*, 443 F. Supp. 2d at 1262 (citing *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. at 462). Where, as here, a plan of allocation is formulated by competent and experienced class counsel, the plan need only have a reasonable, rational basis. *Id.* As a general rule, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable. *Id.*; see also, e.g., Initial Plan of Allocation Order (Doc. 233), *Chieftain Royalty Company v. XTO Energy, Inc.*, No. 11-CV-00029-KEW (E.D. Okla. Mar. 27, 2018).

Class Counsel, together with Plaintiffs' expert, have formulated the Initial Plan of Allocation by which Class Members will be reimbursed proportionately relative to the extent of their injuries for late payments or suspension of oil-and-gas proceeds. Importantly, this is not a claims-made settlement, nor is it a settlement where a Class Member must take further action to participate. Instead, every Class Member who did not effectively opt out of the Settlement will receive a check or credit for their allocation of the Net Settlement Fund, subject to a *de minimis* threshold of \$5.

Specifically, the Net Settlement Fund will be allocated to individual Class Members proportionately based on the amount of statutory interest owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA, or based on the amount of statutory interest accrued on amounts held in suspense during the Claim Period, with due regard for the production date, the date the underlying payment was made or the amount of time the proceeds have been held in suspense, the amount of the underlying payment, the time periods set forth in the PRSA, any additional statutory interest that Class Counsel believes has since accrued. Pursuant to the SA, the Initial Plan of Allocation further

assumes a reduction for Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and potential Case Contribution Awards, which amounts will ultimately be determined by the Court at the Final Fairness Hearing.

Class Representatives and Class Counsel, with the aid of the Settlement Administrator, will allocate the Net Settlement Fund proportionately among all Class Members. A Distribution Check for each Class Member's allocation of the Net Settlement Fund will then be mailed to each respective Class Member's last known mailing address, using the payment history data produced or will be credited to each account for Class Members in suspense. Returned or stale-dated Distribution Checks shall be reissued as necessary to effectuate delivery to the appropriate Class Members using commercially reasonable methods.

Because the proposed Initial Plan of Allocation was formulated by competent and experienced Counsel and is based on the type and extent of each Class Member's particular loss, the Court should approve it as fair, reasonable, and adequate.

CONCLUSION

Class Representatives and Class Counsel respectfully request that the Court enter the proposed Judgment, attached as **Exhibit 1**.⁶ The proposed Judgment grants: (1) final certification of the Settlement Class; (2) final approval of the Settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Class; and (3) final approval of the Notice to Class Members. Class Representatives and Class Counsel also respectfully request that the Court enter the proposed Initial Plan of Allocation Order, attached as **Exhibit 2**, to govern the allocation and distribution of the Net Settlement Fund to Class Members.

⁶ **Exhibit 1** reserves space for the Court to rule on objections, if any, and determine the approved requests for exclusion.

Respectfully Submitted,

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CLASS COUNSEL

CERTIFICATE OF SERVICE

I hereby certify that on February 28, 2024, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to parties and attorneys who are filing users.

/s/Reagan E. Bradford

Reagan E. Bradford

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

Indianola Resources, LLC, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Calyx Energy III, LLC,

Defendant.

Case No. 21-CV-235-GLJ

re Dkt. No. 61

JUDGMENT

This is a class action lawsuit brought by Plaintiffs Indianola Resources, LLC and B and G Resources, LLC (collectively, “Plaintiffs”), on behalf of themselves and as representatives of a class of owners (defined below), against Calyx Energy III, LLC (“Defendant”) (“Plaintiffs” and “Defendant” collectively the “Parties”), for the alleged failure to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. § 570.1 *et seq.* (the “PRSA”) for oil-and-gas production proceeds from oil and gas wells in Oklahoma. On November 30, 2023, the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) finalizing the terms of the Settlement.¹

On December 13, 2023, the Court preliminarily approved the Settlement and issued an 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

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

Hearing (the “Preliminary Approval Order”). In the Preliminary Approval Order, the Court, *inter alia*:

- a. certified the Settlement Class for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Settlement Class;
- b. appointed Plaintiffs Indianola Resources, LLC and B and G Resources, LLC as Class Representatives, Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel, and Brady L. Smith as Additional Class Counsel;
- c. preliminarily found: (i) the proposed Settlement resulted from extensive arm’s-length negotiations; (ii) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weaknesses of Class Representatives’ and the Settlement Class claims; (iii) Class Representatives and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class;
- d. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interest of the Settlement Class;
- e. preliminarily approved the form and manner of the proposed Notices to be communicated to the Settlement Class, finding specifically that such Notices, among other information: (i) described the terms and effect of the Settlement; (ii) notified the Settlement Class that Plaintiffs’ Counsel will seek Plaintiffs’ Attorneys’ Fees, reimbursement of Litigation Expenses and Administration,

Notice, and Distribution Costs, and Case Contribution Awards for Class Representatives' services; (iii) notified the Settlement Class of the time and place of the Final Fairness Hearing; (iv) described the procedure for requesting exclusion from the Settlement; and (v) described the procedure for objecting to the Settlement or any part thereof;

- f. instructed the Settlement Administrator to disseminate the approved Notices to potential members of the Settlement Class in accordance with the Settlement Agreement and in the manner approved by the Court;
- g. provided for the appointment of a Settlement Administrator;
- h. provided for the appointment of an Escrow Agent;
- i. set the date and time for the Final Fairness Hearing as March 27, 2024, at 2:00 p.m. CT in the United States District Court for the Eastern District of Oklahoma; and
- j. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Class or object to the Settlement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice and Summary Notice was given to the Settlement Class, notifying them of the Settlement and the upcoming Final Fairness Hearing. On March 27, 2024, in accordance with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to, *inter alia*:

- a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class;

b. determine whether the notice method utilized by the Settlement Administrator: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

c. determine whether to approve the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund to Class Members who did not timely submit a valid Request for Exclusion or were not otherwise excluded from the Settlement Class by order of the Court;²

d. determine whether a Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;

e. determine whether the applications for Plaintiffs' Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and Case Contribution Award to Class Representatives are fair and reasonable and should be approved;³ and

f. rule on such other matters as the Court deems appropriate.

² The Court will issue a separate order pertaining to the allocation and distribution of the Net Settlement Proceeds among Class Members (the "Initial Plan of Allocation Order").

³ The Court will issue separate orders pertaining to Plaintiffs' Counsel's request for Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representatives' request for Case Contribution Awards.

The Court, having reviewed the Settlement, the Settlement Agreement, and all related pleadings and filings, and having heard the evidence and argument presented at the Final Fairness Hearing, now **FINDS, ORDERS, and ADJUDGES** as follows:

1. The Court, for purposes of this Final Judgment (the “Judgment”), adopts all defined terms as set forth in the Settlement Agreement and incorporates them as if fully set forth herein.

2. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement, as well as personal jurisdiction over Defendant and Class Members.

3. The Settlement Class, which was certified in the Court’s Preliminary Approval Order, is defined as follows:

All non-excluded persons or entities who, during the Claim Period: (1) received late payments under the PRSA from Calyx (or Calyx’s designee) for oil-and-gas proceeds from Oklahoma wells, or whose proceeds were sent as unclaimed property to a government entity by Calyx; and (2) whose proceeds did not include the statutory interest required by the PRSA.

Excluded from the Settlement Class are: (1) Calyx, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; and (3) Meadors Properties, LLC, Longreach Energy Investments, LLC, Longreach Energy 2, LLC, Lahoma June Garrison, Teresa Garrison Pratt, Richard C. Lerblance, Cordell Royalty Company LLC, CPC Royalties Inc., David Oscar Cordell, KLM Royalties Inc., Patricia A. Cordell Trust, Sara Buffington Scott, Susan Gough, and Thomas Cordell Scott, including any of the affiliates of the foregoing.

4. For substantially the same reasons as set out in the Court’s Preliminary Approval Order, Dkt. No. 60, the Court finds that the above-defined Settlement Class should be and is hereby certified for the purposes of entering judgment pursuant to the Settlement Agreement. Specifically, the Court finds that all requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied for settlement purposes. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class could have been certified in this case on a contested basis.

5. The Court finds that the persons and entities identified in the attached **Exhibit 1** have submitted timely and valid Requests for Exclusion and are hereby excluded from the foregoing Settlement Class, will not participate in or be bound by the Settlement, or any part thereof, as set forth in the Settlement Agreement, and will not be bound by or subject to the releases provided for in this Judgment and the Settlement Agreement.

6. At the Final Fairness Hearing on March 27, 2024, the Court fulfilled its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement and the Notice of Settlement provided to the Settlement Class, considering not only the pleadings and arguments of Class Representatives and Defendant and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class Members. In so doing, the Court considered arguments that could reasonably be made against, *inter alia*, approving the Settlement and the Notice of Settlement, even if such argument was not actually presented to the Court by pleading or oral argument.

7. The Court further finds that due and proper notice, by means of the Notices, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notices disseminated to the Settlement Class and published pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (d) met all applicable requirements of the Federal Rules of

Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notices used by the Parties. The Court further finds that all Class Members have been afforded a reasonable opportunity to request exclusion from the Settlement Class or object to the Settlement.

8. Pursuant to and in accordance with Federal Rule of Civil Procedure 23, the Settlement, including, without limitation, the consideration paid by Defendant, the covenants not to sue, the releases, and the dismissal with prejudice of the Released Claims against the Released Parties as set forth in the Settlement Agreement, is finally approved as fair, reasonable and adequate and in the best interests of the Settlement Class. The Settlement Agreement was entered into between the Parties at arm's-length and in good faith after substantial negotiations free of collusion. The Settlement fairly reflects the complexity of the claims, the duration of the Litigation, the extent of discovery, and the balance between the benefits the Settlement provides to the Settlement Class and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between the parties. The Settlement provides a means of gaining immediate valuable and reasonable compensation and forecloses the prospect of uncertain results after many more months or years of additional discovery and litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement.

9. By agreeing to settle the Litigation, Defendant does not admit, and instead specifically denies, that the Litigation could have otherwise been properly maintained as a contested class action, and specifically denies any and all wrongdoing and liability to the Settlement Class, Class Representatives, and Class Counsel.

10. The Court finds that on December 8, 2023, Defendant caused notice of the Settlement to be served on the appropriate state official for each state in which a Class Member resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. In connection therewith, the Court has determined that, under 28 U.S.C. § 1715, the appropriate state official for each state in which a Class Member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds it was not feasible for Defendant to include on each such notice the names of each of the Class Members who reside in each state and the estimated proportionate share of each such Class Members to the entire Settlement as provided in 28 U.S.C. § 1715(b)(7)(A); therefore, each notice included a reasonable estimate of the number of Class Members residing in each state and the value of the Gross Settlement Fund. No appropriate state or federal official has entered an appearance or filed an objection to the entry of final approval of the Settlement. Thus, the Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Class Member may refuse to comply with or choose not to be bound by the Settlement and this Court's Orders in furtherance thereof, including this Judgment, under the provisions of 28 U.S.C. § 1715.

11. The Litigation and Released Claims are dismissed with prejudice as to the Released Parties. All Class Members who have not validly and timely submitted a Request for Exclusion to the Settlement Administrator as directed in the Notice of Settlement and Preliminary Approval Order: (a) are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties; and (b) are barred and permanently enjoined from, directly or indirectly, on any Class Member's behalf or through others, suing, instigating, instituting, or asserting against the Released Parties any claims or actions on or

concerning the Released Claims. Neither Party will bear the other's Party's litigation costs, costs of court, or attorney's fees.

12. The Court also approves the efforts and activities of the Settlement Administrator and the Escrow Agent in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representatives in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

13. Nothing in this Judgment shall bar any action or claim by Class Representatives or Defendant to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

14. The Settlement Administrator is directed to refund to Defendant the portions of the Net Settlement Fund under the Initial Plan of Allocation attributable to Class Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court in accordance with the terms and process of the Settlement Agreement.

15. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement. Further, this Judgment shall not give rise to any collateral estoppel effect as to the certifiability of any class in any other proceeding.

16. As separately set forth in detail in the Court's Plan of Allocation Order(s), the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund among Class Members who were not excluded from the Settlement Class by timely submitting a valid Request for Exclusion or other order of the Court are approved as fair, reasonable and

adequate, and Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with the Plan of Allocation Order(s) entered by the Court.

17. The Court finds that Class Representatives, Defendant, and their Counsel have complied with the requirements of the Federal Rules of Civil Procedure as to all proceedings and filings in this Litigation. The Court further finds that Class Representatives and Class Counsel adequately represented the Settlement Class in entering into and implementing the Settlement.

18. Neither Defendant nor Defendant's Counsel shall have any liability or responsibility to Plaintiffs, Plaintiffs' Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limiting to any distributions made by the Escrow Agent or Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Class Member shall have any claim against Plaintiffs, Plaintiffs' Counsel, the Settlement Administrator, the Escrow Agent, or any of their respective designees or agents based on the distributions made substantially in accordance with the Settlement Agreement, the Court's Plan of Allocation Order(s), or other orders of the Court.

19. Any Class Member who receives a Distribution Check that he/she/it is not legally entitled to receive is hereby ordered to either: (a) pay the appropriate portion(s) of the Distribution Check to the person(s) legally entitled to receive such portion(s); or (b) return the Distribution Check uncashed to the Settlement Administrator.

20. All matters regarding the administration of the Escrow Account and the taxation of funds in the Escrow Account or distributed from the Escrow Account shall be handled in accordance with the Settlement Agreement.

21. Any order approving or modifying any Plan of Allocation Order, the application by Class Counsel for an award of Plaintiffs' Attorneys' Fees or reimbursement of Litigation Expenses

and Administration, Notice, and Distribution Costs, or the request of Class Representatives for Case Contribution Awards shall be handled in accordance with the Settlement Agreement and the documents referenced therein (to the extent the Settlement Agreement and documents referenced therein address such an order).

22. A party, including Plaintiffs, Plaintiffs' Counsel, the Settlement Class, Defendant, and Defendant's Counsel will only be liable for loss of any portion of the Escrow Account as described in paragraph 6.19 of the Settlement Agreement.

23. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, and to enforce the Judgment.

24. In the event the Settlement is terminated as the result of a successful appeal of this Judgment or does not become Final and Non-Appealable in accordance with the terms of the Settlement Agreement for any reason whatsoever, then this Judgment and all orders previously entered in connection with the Settlement shall be rendered null and void and shall be vacated. The provisions of the Settlement Agreement relating to termination of the Settlement Agreement shall be complied with, including the refund of amounts in the Escrow Account to Defendant, if it so elects.

25. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution

of the Net Settlement Fund, to issue additional orders pertaining to, *inter alia*, Class Counsel's request for Plaintiffs' Attorneys' Fees and reimbursement of reasonable Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representatives' request for Case Contribution Awards, and to enforce this Judgment. Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all claims as to Defendant and is therefore a final appealable judgment. The Court further hereby expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment in this Litigation.

26. [IF OBJECTION(S) ARE MADE – ADDITIONAL LANGUAGE TO BE DETERMINED BASED ON OBJECTION(S)].

IT IS SO ORDERED this ____ day of _____, 2024.

GERALD L. JACKSON
UNITED STATES MAGISTRATE JUDGE

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

Indianola Resources, LLC, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Calyx Energy III, LLC,

Defendant.

Case No. 21-CV-235-GLJ

re Dkt. No. 61

INITIAL PLAN OF ALLOCATION ORDER

This Initial Plan of Allocation Order sets forth the manner in which the Net Settlement Fund will be administered and distributed to Class Members. The Net Settlement Fund for distribution will be allocated to each Class Member based on the factors and considerations set forth in the Initial Plan of Allocation (Dkt. No. 61-6) and the Settlement Agreement (Dkt. No. 54-1).

INITIAL PLAN OF ALLOCATION

The Net Settlement Fund for distribution will be allocated among individual Class Members based upon the factors set forth in Settlement Agreement (Dkt. No. 54-1) and approved by the Court. Pursuant to the Settlement Agreement, the Plan of Allocation reduces the amount available for distribution for estimates of Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Awards, which amounts were ultimately determined by the Court at the Final Fairness Hearing and which will be implemented in the Final Plan of Allocation.

EXHIBIT 2

The Court reserves the right to modify this Initial Plan of Allocation Order without further notice to any Class Members who have not entered an appearance. The allocation of the Net Settlement Fund among Class Members and the Allocation Methodology is a matter separate and apart from the proposed Settlement between Class Members and Defendant, and any decision by the Court concerning allocation and distribution of the Net Settlement Fund among Class Members shall not affect the validity or finality of the Settlement or operate to terminate or cancel the Settlement.

TIME FOR ALLOCATION AND DISTRIBUTION

The allocation and distribution of the Net Settlement Fund for distribution shall be under the direct supervision of the Court and shall be consistent with the Final Plan of Allocation submitted by Class Counsel and approved by the Court. Furthermore, the timing, manner, and process for any distributions shall be consistent with the timing and process provided for in the Settlement Agreement (Dkt. No. 54-1), which is incorporated herein by reference.

IT IS SO ORDERED this ____ day of _____, 2024.

GERALD L. JACKSON
UNITED STATES MAGISTRATE JUDGE

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

Indianola Resources, LLC, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Calyx Energy III, LLC,

Defendant.

Case No. 21-CV-235-GLJ

DECLARATION OF DRU FARRIS

I, Dru Farris, 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 based on information I have been provided by Class Counsel.

2. I submit this declaration in support of the forthcoming Motion for Final Approval of Class Action Settlement and Motion for Approval of Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Case Contribution Award.

3. By submitting this declaration, I do not waive any protections available to me or Indianola Resources, LLC, including the attorney-client privilege, work product privilege, or any other privileges that may apply.

4. I serve as Manager of Plaintiff Indianola Resources, LLC.

5. Plaintiff Indianola Resources, LLC owns interests in oil and gas produced from wells operated by Calyx Energy III, LLC ("Calyx") in Hughes County, Oklahoma.

6. Calyx remitted proceeds to Plaintiff Indianola Resources, LLC beyond the timelines required by the Production Revenue Standards Act (“PRSA”) without paying statutory interest required under the PRSA.

7. As a result, I engaged Class Counsel to pursue claims for late payment of oil-and-gas proceeds by Calyx, both on behalf of Plaintiff Indianola Resources, LLC individually and on behalf of all others who had been paid late without interest.

8. Class Counsel advised me of the commitment to fulfill the responsibilities of named plaintiff and proposed class representative.

9. I agreed that Class Counsel would represent me 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 might 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 understood that Class Counsel would work on a fully contingent basis and that I would not pay hourly rates for the engagement. My claims were not economic to pay the fees and expenses necessary to litigate this matter to completion on a pay-as-you-go or non-contingent fee structure.

10. Through this lawsuit, we have obtained an immediate cash recovery of \$1,000,000.00 for the Settlement Class.

11. I was informed of material developments that occurred during the lawsuit. Further, I personally participated in both the first day-long mediation session on June 20, 2023, in Oklahoma City, and the second day-long mediation session on July 20, 2023, in Oklahoma City.

12. I believe the negotiation process resulted in a significant benefit to the Settlement Class, which provides an immediate cash value of \$1,000,000.00. This amount, after reduction for

court-approved Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration, Notice, and Distribution Costs, and a 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 material recovery for the Settlement Class.

13. Through my involvement in this lawsuit, I understand the strengths and weaknesses of the claims against Calyx. 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.

14. The Settlement is a material 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.

15. I am very 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.

16. Class Counsel is collectively applying for an award of Plaintiffs' Attorneys' Fees out of the \$333,333.00 Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this lawsuit.

17. Because of Class Counsel's efficient and outstanding work, I approve of Class Counsel's application for a fee award equal to 1/3 of the Gross Settlement Fund, which is below the 40% contingency that I agreed to at the outset of the engagement. 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, Plaintiffs' Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the \$333,333.00 Gross Settlement Fund.

18. While Plaintiff Indianola Resources, LLC will recover only its pro rata share of the Net Settlement Fund, Plaintiff Indianola Resources, LLC intends to seek a Case Contribution Award for representation of the Settlement Class. The court-approved Notice states that a Case Contribution Award of \$20,000.00—of which Plaintiff Indianola Resources, LLC would receive half—is requested to compensate Plaintiffs for the service as named plaintiffs and class representatives. This amount is based on the amount of time dedicated to the Litigation, 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.

19. Neither I nor Indianola Resources, LLC was promised any recovery or made any guarantees prior to filing this lawsuit, nor at any time during the lawsuit.

20. 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 \$1,000,000.00 settlement.

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

Executed on: February 21, 2024



Dru Farris
Manager
Indianola Resources, LLC

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

Indianola Resources, LLC, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 21-CV-235-GLJ

Calyx Energy III, LLC,

Defendant.

DECLARATION OF GARRETT CHAPMAN

I, Garrett Chapman, 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 based on information I have been provided by Class Counsel.

2. I submit this declaration in support of the forthcoming Motion for Final Approval of Class Action Settlement and Motion for Approval of Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Case Contribution Award.

3. By submitting this declaration, I do not waive any protections available to me or B & G Resources, LLC, including the attorney-client privilege, work product privilege, or any other privileges that may apply.

4. I am Co-Founder and Managing Partner of Plaintiff B & G Resources, LLC.

5. Plaintiff B & G Resources, LLC owns interests in oil and gas produced from wells operated by Calyx Energy III, LLC ("Calyx") in Hughes County, Oklahoma.

6. Calyx remitted proceeds to Plaintiff B & G Resources, LLC beyond the timelines required by the Production Revenue Standards Act (“PRSA”) without paying statutory interest required under the PRSA.

7. As a result, I engaged Class Counsel to pursue claims for late payment of oil-and-gas proceeds by Calyx, both on behalf of Plaintiff B & G Resources, LLC individually and on behalf of all others who had been paid late without interest.

8. Class Counsel advised me of the commitment to fulfill the responsibilities of named plaintiff and proposed class representative.

9. I agreed that Class Counsel would represent B & G Resources, LLC on a contingency fee basis of any recovery obtained because of the risks and uncertainty associated with the lawsuit, the potentially significant expenses Class Counsel might 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 understood that Class Counsel would work on a fully contingent basis and that I would not pay hourly rates for the engagement. My claims were not economic to pay the fees and expenses necessary to litigate this matter to completion on a pay-as-you-go or non-contingent fee structure.

10. Through this lawsuit, we have obtained for the Settlement Class an immediate cash recovery of \$1,000,000.00.

11. Class counsel informed me of material developments that occurred during the lawsuit. Further, I personally participated in both the first day-long mediation session on June 20, 2023, in Oklahoma City, and the second day-long mediation session on July 20, 2023, in Oklahoma City.

12. I believe the negotiation process resulted in a significant benefit to the Settlement Class, which provides an immediate cash value of \$1,000,000.00. This amount, after reduction for court-approved Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration, Notice, and Distribution Costs, and a 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 material recovery for the Settlement Class.

13. Through my involvement in this lawsuit, I understand the strengths and weaknesses of the claims against Calyx. 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.

14. The Settlement is a material recovery for the Settlement Class given that 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.

15. I am very 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.

16. Class Counsel is collectively applying for an award of Plaintiffs' Attorneys' Fees out of the \$333,333.00 Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this lawsuit.

17. Because of Class Counsel's efficient and outstanding work, I approve of Class Counsel's application for a fee award equal to 1/3 of the Gross Settlement Fund, which is below the 40% contingency that I agreed to at the outset of the engagement. 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, Plaintiffs' Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the \$333,333.00 Gross Settlement Fund.

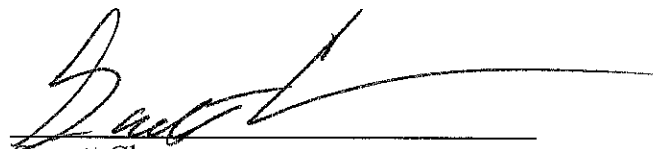
18. While Plaintiff B & G Resources, LLC will recover only its pro rata share of the Net Settlement Fund, Plaintiff B & G Resources, LLC intends to seek a Case Contribution Award for representation of the Settlement Class. The court-approved Notice states that a Case Contribution Award of \$20,000.00—of which Plaintiff B & G Resources, LLC would receive half—is requested to compensate Plaintiffs for the service as named plaintiffs and class representatives. This amount is based on the amount of time dedicated to the Litigation, 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.

19. Neither I nor B & G Resources, LLC was promised any recovery or made any guarantees prior to filing this lawsuit, nor at any time during the lawsuit.

20. 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 \$1,000,000.00 settlement.

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

Executed on: February 21, 2024


Garrett Chapman
Managing Partner
B & G Resources, LLC

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

Indianola Resources, LLC, et al., on behalf
of themselves and all others similarly situ-
ated,

Plaintiffs,

v.

Calyx Energy III, LLC,

Defendant.

Case No. 21-CV-235-GLJ

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

The undersigned 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 Plaintiffs' 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. 54-1).

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. *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-CIV-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 Cty.); *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.). 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. Mr. Smith is the founder of Brady Smith Law PLLC. His practice focuses primarily on oil and gas law, including litigation, lease cancelation, contract negotiation, and royalty-payment disputes. He currently serves as counsel for putative class representatives in several putative class actions concerning royalty-payment claims. Mr. Smith obtained his undergraduate degree from the University of Central Oklahoma and his juris doctor from the Oklahoma City University School of Law.

4. The Court has appointed Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel and Brady L. Smith as Additional Class Counsel. Doc. 60 at 4, ¶ 4.

5. As Class Counsel, the foregoing have achieved an exceptional result, obtaining a settlement with a total cash value of \$1,000,000.00.

Work Completed Before Filing Suit

6. Before filing the Litigation, Class Counsel extensively investigated the payment practices of Defendant Calyx Energy III, LLC (“Calyx”).

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

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 Mr. Farris as Manager of Plaintiff Indianola Resources, LLC (“Indianola”), we filed a Complaint against Calyx, including asserting claims on behalf of a putative class. *See* Doc. 2. After consulting with Mr. Chapman, Managing Partner of B and G Resources, LLC (“B&G”), we later amended the complaint to add B&G as an additional putative class representative. Indianola and B&G are referred to collectively in this declaration as “Plaintiffs” or “Class Representatives.”

Work Done After Filing

10. ***Litigation Efforts.*** This case was initiated claim on August 11, 2021, with the Complaint alleging that Calyx violated Oklahoma’s Production Revenue Standards Act, OKLA. STAT. tit. 52, § 570.10(D) (“PRSA”), by failing to pay statutory interest owed on the payment of oil-and-gas proceeds made outside of the timelines set out in the PRSA.

11. B&G was added as an additional plaintiff in the Amended Complaint, filed on January 31, 2022. Doc. 14.

12. Calyx answered the claims and asserted a counterclaim on February 22, 2022. Doc. 23.

13. On March 10, 2022, Calyx dismissed its counterclaims. Doc. 25.

14. Calyx then sought leave to file an amended answer, which it then filed on March 22, 2022. Doc. 28

15. Plaintiffs’ counsel conferred with Calyx’s counsel over the Joint Status Report and proposed order, which was filed on May 31, 2022. Doc. 38.

16. Plaintiffs’ counsel also conferred with Calyx’s counsel on a draft Protective Order for discovery purposes, which was ultimately entered on June 1, 2022. Doc. 42.

17. Plaintiffs served their first set of written discovery requests on June 22, 2022.

18. After serial extensions, Calyx responded to Plaintiffs’ discovery requests on October 3, 2022.

19. ***Resolution Efforts.*** Around this time, the Parties began discussing the potential for early case resolution, specifically discussing the documents and data necessary to value the case for early resolution.

20. The Parties ultimately agreed on that course, and then jointly asked the Court to stay the case to allow the Parties to pursue early resolution. Doc. 44.

21. The Court granted the stay on February 3, 2023. Doc. 45.

22. The Parties moved for—and the Court granted—an extension of the stay to facilitate the Parties’ early resolution efforts. *See* Docs. 46–47.

23. The Parties engaged Robert G. Gum to serve as mediator, and they attended the first day-long mediation session on June 20, 2023. Although the Parties engaged in negotiations during that session, they were ultimately unable to reach a classwide resolution.

24. Following the first mediation session, the Parties agreed to attend a second day-long mediation session with Mr. Gum, which took place on July 20, 2023.

25. Although the Parties made further progress during the second mediation session, they were still ultimately unable to reach a classwide resolution.

26. Following the second unsuccessful mediation session, Plaintiffs moved the Court to enter a new scheduling order following the expiration of the stay. Doc. 52.

27. The Court entered the First Amended Scheduling Order on August 9, 2023. Doc. 53.

28. During this time, the Parties continued their settlement negotiations, and ultimately were able to agree on the essential terms of a classwide settlement, which they memorialized in a written memorandum of understanding executed on November 6, 2023.

29. The Parties then worked to memorialize the agreement into a formal settlement agreement, which they ultimately finalized and executed on November 30, 2023. Doc. 54-1.

30. Class Counsel filed the motion for Preliminary Approval on Dec. 1, 2023. Doc. 54. The Court entered the Preliminary Approval Order on December 13, 2023. Doc. 60.

31. **Notice Campaign and Plan of Allocation.** Class Counsel then worked with the Settlement Administrator to carry out the Notice campaign, which is detailed in the Settlement Administrator’s Declaration (Doc. 61-5), and to formulate the Initial Plan of Allocation (Doc. 61-6). 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 Overwhelming Positive Reaction to the Settlement

32. Since the Notice campaign was effectuated, and at the time this declaration was executed, no requests for exclusion or objections have been received. *See* Doc. 61-5, Keough Decl. at 5, ¶¶ 15–18. Because this declaration is required to be filed before the deadline for filing objections or requesting exclusion (March 6 18, 2024), Class Counsel will update the Court regarding any requests for exclusion or objections submitted or filed after the Court imposed deadline.

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

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

35. 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.

Plaintiffs’ Attorney’s Fees

36. Class Counsel is seeking a 1/3 contingency fee (\$333,333.00) from the up-front cash value of \$1,000,000.00, which is less than the customary fee of 40% in these cases. Notably, this amount is also less than the 40% fee noticed to the Class during the notice campaign, to which no objections have been received.

37. Class Representatives 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.

38. 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., 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 Exploration Mid-Continent Inc.*, No. 17-CV-336-KEW, Doc. 71 at 14 (E.D. Okla. Mar. 3, 2020) (same).

39. Based upon our experience, knowledge, education, study, and professional qualifications, we believe that the 40% contingent fee agreed to with Class Representatives 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.”).

40. 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.

41. 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).

42. **The time and labor required:** The first consideration is not prominent in a contingent fee case such as this. *See Cowan*, No. 22-CV-220-JAR, Doc. 30 at 4 (E.D. Okla. Jan. 17, 2023) (“[I]n the Tenth Circuit, in a percentage of the fund recovery case such as this, where federal common law is used to determine the reasonableness of the attorneys’ fee under Rule 23(h), neither a lodestar nor a lodestar cross check is required.”). Our efforts and time invested is discussed at length *supra*. In sum, we believe the evidentiary record we developed in this matter and our litigation efforts demonstrate the time and labor we invested in this matter. This factor supports the fee request.

43. **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 7 (“Class actions are known to be complex and vigorously contested. The Court finds that this case presented novel and difficult issues. 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.

44. **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 7–8 (“I find the Declarations and other undisputed evidence submitted prove that this Litigation called for Class Counsel’s considerable skill and experience in oil and gas and complex class action litigation to bring it to such a successful conclusion, requiring investigation and mastery of complex facts, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses.”).

45. **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 8 (“The Declarations and other undisputed evidence prove 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 Litigation.”).

46. **The customary fee:** As shown above, the customary fee is 40%, and Class Counsel is seeking less than that amount by seeking a fee of 1/3. *See supra* ¶¶ 31–32. 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.

47. **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 Cowan*, No. 22-CV-220-JAR, Doc. 30 at 9 (E.D. Okla. Jan. 17, 2023) (“Class Counsel undertook this Litigation on a purely contingent fee basis (with the amount of any fee being subject to Court approval), assuming a substantial risk that the Litigation 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.

48. **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.

49. **The amount in controversy and the results obtained:** The Parties had varying damage models, as is customary. And the \$1,000,000.00 in up-front cash represents a significant amount of the damages calculated by Plaintiffs’ expert. 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.

50. **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 a well-respected law firm regularly hired by large, sophisticated corporate defendants, including in these types of cases. This factor supports the fee request.

51. **The undesirability of the case:** Very few attorneys have the desire to take on the risks involved in class actions. 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 Cowan*, No. 22-CV-220-JAR, Doc. 30 at 9 (E.D. Okla. Jan. 17, 2023) (“Compared to most civil litigation, this Litigation clearly fits the “undesirable” test and no other law firms or plaintiffs have asserted these class claims against Defendants. 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.

52. **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 Representatives throughout the Litigation to prosecute these claims and Class Representatives zealously represented the Settlement Class. This factor supports the fee request.

53. **Awards in similar cases:** As shown above, the usual fee in the context of oil-and-gas class action litigation like this is 40%—and, here, Class Counsel seeks 7% less than that customary fee. This factor supports the fee request.

54. Overall, the factors, and certainly the most important factors, support the fee request for a fee of 1/3, which is less than the customary fee.

Litigation Expenses

55. 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 to date are \$30,445.78

56. 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 \$30,000 in Litigation Expenses through the conclusion of this Litigation.

Administration, Notice, and Distribution Costs

57. The court-appointed Settlement Administrator, JND, has incurred \$24,276.18 in Administration, Notice, and Distribution Costs as of February 28, 2024. *See* Doc. 61-5, Keough Decl. at 5, ¶ 19. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Gross Settlement Fund.

58. JND estimates that it will require an additional \$43,462.82 in Administration, Notice, and Distribution Costs to complete the settlement process, for an overall total cost of \$67,739.00 in Administration, Notice, and Distribution Costs. *Id.*

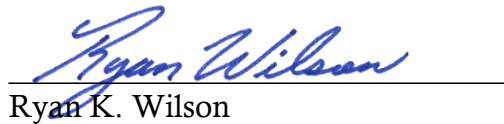
Case Contribution Award

59. Class Representatives were indispensable in this Litigation. *See* Doc. 61-3, Class Rep. Decls. Class Representatives engaged experienced counsel, significantly assisted with the Litigation, with the negotiation of the settlement at mediation, and with the process for completing and seeking approval of the Settlement. Additionally, Class Representatives searched and collected documents from their own records. When reason and common sense suggested mediating a resolution, Class Representatives assisted in the process to ensure it was fair, reasonable, fully adversarial, and non-collusive. Class Representatives attended both

day-long mediation sessions and played an integral role in the ultimate classwide settlement achieved in this case. Class Representatives have earned a Case Contribution Award, and 1–2% is common in oil-and-gas class actions in Oklahoma. *See, e.g., Harris v. Chevron U.S.A., Inc., et al.*, No. 19-CV-355-SPS, Doc. 40 at 17 (E.D. Okla. Feb. 27, 2020) (The class representative’s “request for an award of two percent is consistent with awards entered by Oklahoma state and federal courts, as well as federal courts across the country.”); *Dinsmore, et al. v. Phillips 66 Co.*, No. 22-CV-44-JFH, Doc. 36 at 9 (E.D. Okla. Sept. 21, 2023) (“The request for an award of 2% is consistent with awards entered in similar cases.”).

60. Here, as set forth in the Notice, Class Representatives seek an overall case contribution award totaling \$20,000.00—to be split equally between each Class Representative, with each receiving \$10,000—which amounts to 2% of the Gross Settlement Fund. Having worked with Class Representatives throughout the Litigation, we fully support this request and believe the time and effort expended by Class Representatives merits a Case Contribution Award of this value.


Reagan E. Bradford


Ryan K. Wilson


Brady I. Smith

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

**Indianola Resources, LLC, et al., on behalf
of themselves and all others similarly
situated,**

Plaintiffs,

v.

Calyx Energy III, LLC,

Defendant.

Case No. 21-CV-235-GLJ

**DECLARATION OF JENNIFER M. KEOUGH ON BEHALF OF
SETTLEMENT ADMINISTRATOR, JND LEGAL ADMINISTRATION LLC,
REGARDING NOTICE MAILING AND ADMINISTRATION OF SETTLEMENT**

I, JENNIFER M. KEOUGH, declare and state as follows:

1. I am the Chief Executive Officer and President of JND Legal Administration (“JND”).¹ This Declaration is based on my personal knowledge, as well as information provided to me by experienced JND employees. If called upon to do so, I could and would testify competently thereto.

2. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases. As CEO of JND, I am involved in all facets of our Company’s operation. Among my responsibilities is to monitor the implementation of our notice

¹ Capitalized terms used and otherwise not defined in this Declaration shall have the meanings given to such terms in the Settlement Agreement or Preliminary Approval Order.

and claim administration programs. I have more than 20 years of legal experience designing and supervising such programs.

3. JND is serving as the Settlement Administrator in the above-captioned litigation (the “Action”) pursuant to the Court’s Preliminary Approval Order dated December 13, 2023.

CAFA NOTICE

4. JND was asked by Counsel for Defendant to effect notice of the proposed Settlement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”). On December 8, 2023, JND duly sent by Federal Express or U.S. Mail notice of the settlement to the United States Attorney General and the appropriate State officials. An example CAFA notice and list of recipients is attached hereto as **Exhibit A**. JND subsequently confirmed that all of the notice packets were delivered between December 11, 2023, and December 19, 2023.

CLASS MEMBER DATA

5. On December 18, 2023, JND received an initial spreadsheet containing a total of 3,530 line items representing the names, mailing addresses, and other identifying owner information. On January 4, 2024, JND received a second spreadsheet containing updated information for the population included in the initial spreadsheet and 53 additional line items for owner records that were not included in the initial spreadsheet. JND promptly loaded the potential Class Member data into a database established for this administration.

6. Prior to effecting notice, JND certified the mailing data via the Coding Accuracy Support System (“CASS”) in order to ensure the consistency of the contact information in the database and then verified the mailing addresses through the National Change of Address

(“NCOA”) database², identifying updated addresses for 105 records. In addition, JND conducted advanced address research through TransUnion’s TLO service for 11 records with no address but for which sufficient information was available for a match and identified updated addresses for seven (7) records. Of the 3,583 potential Class Member records, a mailing address could not be located for 386 records, leaving a total of 3,197 unique potential Class Members with a mailing address (“Initial Class Mailing List”).

NOTICE MAILING

7. On January 12, 2024, JND caused the mailed Notice of Settlement to be mailed via USPS first-class mail to the 3,197 potential Class Members in the Initial Class Mailing List. A representative sample of the mailed Notice of Settlement is attached hereto as **Exhibit B**.

8. In the event any potential Class Member’s notice is returned as undeliverable, JND uses all reasonable secondary efforts to deliver the notice to the Class Member. This includes re-mailing any notices returned as undeliverable with a forwarding address and conducting an advanced address search using TransUnion’s TLO search, where such a search had not already been conducted, for any notices returned undeliverable without a forwarding address in an attempt to locate an updated address. JND will re-mail the notice to anyone for whom JND is able to obtain an updated address.

9. As of the date of this Declaration, JND has tracked 117 notices that have been returned to JND as undeliverable at the address provided. JND re-mailed two (2) notices to a forwarding address provided by USPS. For the remaining undeliverable notices, JND conducted

² The NCOA database is the official United States Postal Service (“USPS”) technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

advanced address research through TransUnion's TLO service, which located updated addresses for 26 Class Members. JND duly re-mailed the Notice of Settlement to those potential Class members for whom a new address was obtained. As of the date of this Declaration, two (2) of the notices that were forwarded or re-mailed in this manner, were returned as undeliverable.

SUMMARY NOTICE

10. JND caused the summary Notice of Settlement to be published in *The Oklahoman* and in *Tulsa World*. The Notice was published in *The Oklahoman* on January 18, 2024. Although JND had requested that *Tulsa World* also publish the Notice on January 18, 2024, the Notice was incorrectly included in the January 10, 2024, edition, which was prior to the notice mailing. *Tulsa World* therefore re-published the Notice on January 20, 2024, at no additional cost. Digital copies of the Notice of Settlement as seen in these publications is attached hereto as **Exhibit C**.

SETTLEMENT WEBSITE

11. On January 12, 2024, JND established a dedicated website (www.indianola-calyx.com), which hosts copies of important case documents, including Class Action First Amended Complaint, the Settlement Agreement, the Preliminary Approval Order, and the Notice of Settlement, and provides answers to frequently asked questions, as well as contact information for the Settlement Administrator. A copy of the Long Form Notice available on the website is attached hereto as **Exhibit D**.

12. As of the date of this Declaration, the website has tracked 424 unique users with 944 pageviews. JND will continue to update and maintain the website throughout the administration process and final approval process.

TOLL-FREE INFORMATION LINE

13. On January 12, 2024, JND established a case-specific toll-free telephone number (1-877-595-0185) with an interactive voice recording (IVR) that Class Members can use to obtain

more information about the Settlement or to speak to an associate if they have any further questions.

14. As of the date of this Declaration, the toll-free number has received 66 calls.

REQUESTS FOR EXCLUSION

15. The Notice of Settlement directs that Class Members who wish to opt out of the Settlement Class could do so by mailing a valid Request for Exclusion to the Settlement Administrator, Class Counsel, and Defendant's Counsel, so that it is received on or before March 6, 2024.

16. As of the date of this Declaration, JND has not received any Requests for Exclusion.

OBJECTIONS

17. The Notice of Settlement directs that Class Members who would like to object to the Settlement may do so by filing an objection with the Court on or before March 6, 2024.

18. As of the date of this Declaration, JND is not aware of any objections.

SETTLEMENT ADMINISTRATION COSTS

19. As of January 31, 2024, JND had incurred \$24,276.18 in Administration, Notice, and Distribution Costs. JND estimates its total cost of bringing the administration of the Settlement to completion to be \$67,739.00.

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

Executed on February 28, 2024, at Seattle, Washington.

BY: 

JENNIFER M. KEOUGH

Exhibit A



December 8, 2023

The Appropriate Federal
and State Officials Identified
in Attachment A

RE: CAFA Notice of Proposed Class Action Settlement

Dear Sir or Madam:

This Notice is being provided to you in accordance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715 on behalf of Calyx Energy III, LLC, the Defendant in the below-referenced class action (“the Action”). Plaintiffs’ Unopposed Motion to Certify the Settlement Class for Settlement Purposes, to Preliminarily Approve the Class Action Settlement, to Approve the Form and Manner of Notice, and to Set a Date for a Final Fairness Hearing was filed with the Court on December 1, 2023. The Court has scheduled an approval hearing to take place on December 13, 2023, at 2:00 p.m.

Case Name: *Indianola Resources, LLC, et al. V. Calyx Energy III, LLC*
Case Number: 6:21-cv-00235-RAW
Jurisdiction: United States District Court for the Eastern District of Oklahoma
Date Settlement filed with Court: December 1, 2023

Copies of all materials filed in the above-named actions are electronically available on the Court’s Pacer website found at <https://pcl.uscourts.gov>. Additionally, in compliance with 28 U.S.C. § 1715(b), the enclosed CD-ROM contains the following documents filed in the Action:

01 - Complaint.pdf

Plaintiff’s Original Class Action Complaint, filed August 11, 2021

02 - First Amended Complaint.pdf

Plaintiff’s First Amended Class Action Complaint, filed January 31, 2022

03 - Preliminary Approval Motion.pdf

Plaintiffs’ Unopposed Motion to Certify the Settlement Class for Settlement Purposes, to Preliminarily Approve the Class Action Settlement, to Approve the Form and Manner of Notice, and to Set a Date for a Final Fairness Hearing, filed December 1, 2023

04 - Settlement Agreement.pdf

Plaintiff’s First Amended Class Action Complaint, dated November 31, 2023, and attaching:

- 1. [Proposed] 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**

2. [Proposed] Judgment
3. Class Notices

It is not possible at this time to provide a breakdown of the Settlement Class in accordance with 28 U.S.C. § 1715 (b)(7). However, we anticipate that the Settlement Class is sufficiently numerous as to include Class Members potentially residing in all 50 U.S. states, as well as the District of Columbia, and may include Class Members residing in U.S. territories and associated states.

There are no other settlements or agreements made between Counsel for the parties related to the class defined in the proposed settlement, and as of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.

If you have any questions regarding the details of the case and settlement, please contact Defense Counsel's representatives at:

Robin F. Fields
Heidi M. Nichols
Fox Rothschild, LLP
210 Park Avenue, Suite 1800
Oklahoma City, OK 73102
Phone: 405-871-5600
Email: RFFields@foxrothschild.com
HNichols@foxrothschild.com

For questions regarding this Notice, please contact JND at:

JND Class Action Administration
1100 2nd Ave, Suite 300
Seattle, WA 98101
Phone: 800-207-7160

Regards,

JND Legal Administration

Encl.

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Ste 200
Anchorage, AK 99501

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Attorney General's Office
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Montgomery, AL 36104

Tim Griffin
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323 Center St Ste 200
Little Rock, AR 72201

Kris Mayes
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Phoenix, AZ 85004

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Consumer Protection Section
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San Francisco, CA 94102

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Aaron Ford
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Carson City, NV 89701

CAFA Coordinator
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Cheyenne, WY 82002

Brian Schwalb
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400 6th St NW
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Merrick Garland
Office of the U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Ave NW
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Joses R. Gallen
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P.O. Box PS-105
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Richard Hickson, Attorney General
c/o Marshall Islands Embassy
2433 Massachusetts Ave NW
Washington, DC 20008

Ernestine K. Rengiil
Office of the Attorney General
P.O. Box 1365
Koror, PW 96940

Exhibit B

*A federal court authorized this notice.
This is **not** a solicitation from a lawyer.*

**If You Are or Were an Owner Paid
by Calyx Energy III, LLC for Oil-
and-Gas Production Proceeds from
an Oklahoma Oil-and-Gas Well,
You Could Be a Part of a Proposed
Class Action Settlement.**

Who is included?

You are a member of the Settlement Class if, from August 31, 2016, to October 31, 2022, 1) you received payments for proceeds from Defendant for wells in the State of Oklahoma and/or 2) your proceeds were sent as unclaimed property to a government entity by Defendant, and 3) your payment didn't include statutory interest. "Defendant" means Calyx Energy III, LLC. The Class has been preliminary approved for settlement only. There are exclusions.

Indianola v. Calyx Settlement
c/o JND Legal Administration
PO Box 91343
Seattle, WA 98111



ID:

There is a proposed Settlement in a putative class action lawsuit filed against Calyx Energy III, LLC ("Defendant") called *Indianola Resources, LLC, et al. v. Calyx Energy III, LLC*, No. 21-CV-235-GLJ, in the U.S. District Court for the Eastern District of Oklahoma. The Lawsuit claims Defendant failed to pay statutory interest on payments made outside the time periods of the Production Revenue Standards Act ("PRSA") for oil-and-gas production proceeds from wells in Oklahoma.

Why am I receiving this notice? Defendant's records indicate you may be a member of the Settlement Class.

What does the settlement provide? The proposed Settlement provides monetary benefits of \$1,000,000.00 that will be distributed according to the terms of the Settlement Agreement, the documents referenced in and exhibits to the Settlement Agreement, and orders from the Court. Plaintiff's Counsel will seek attorneys' fees up to 40% of the Settlement, plus reimbursement of litigation expenses and administration costs, all to be paid from the Settlement. Plaintiff will seek a total contribution award of up to \$20,000.00 from the Settlement.

What are my legal rights? You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the

Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by **March 6, 2024**. If you stay in the Settlement Class, you will be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendant or others identified in the Settlement Agreement from claims described therein. You may appear through an attorney if you so desire.

What are my other options? If you do not wish to participate in or be legally bound by the proposed Settlement, you may exclude yourself by opting out no later than **March 6, 2024**, by following the instructions from the Court (available on the website). If you opt out, you will not receive any benefits from the Settlement and will not be bound by it or the judgment in this case.

When will the Court decide whether to approve the proposed Settlement? A Final Fairness Hearing has been scheduled for **March 27, 2024**, at 2:00 p.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. You are not required to attend the hearing, but you or your lawyer may do so if you wish.



THIS IS ONLY A SUMMARY. TO GET A COPY OF THE LONG-FORM NOTICE OR FOR MORE INFORMATION, VISIT WWW.INDIANOLA-CALYX.COM OR CALL TOLL-FREE 1-877-595-0185.

Exhibit C



NorthCare Family Treatment Center leaders, from left, LaCinda Daugherty, Randy Tate, Tonya Ratliffe and Lisa Buck at the Fields of Hope complex in Piedmont where NorthCare has found a permanent home. PROVIDED

Crisis centers

Continued from Page 1A

\$44.6 million for the MAPS 4 Mental Health and Addiction project, which includes two crisis centers, one restoration center and supportive housing.

MAPS 4 Crisis Center No. 1, estimated to cost at least \$6 million to complete, is being modeled after an Oklahoma County Crisis Intervention Center already located on 2625 General Pershing Blvd. in Oklahoma City. The new MAPS-budgeted crisis center is expected to include space for assessment, counseling, detoxification, crisis de-escalation, respite and sleep.

"We are proud to partner with Oklahoma City as they help deliver vital mental health services to thousands of people (every) year," Heath Hayes, deputy commissioner at the Oklahoma Department of Mental Health and Substance Abuse Services, said in a statement Tuesday. "NorthCare is a trusted partner and the (Certified Community Behavioral Health Clinic) model ensures clinicians will treat both a person's physical needs and their mental health issues."

Like the new MAPS 4 crisis center, the new \$24.5 million restoration "hub" will replicate the Oklahoma County Crisis Intervention Center, but will be a larger facility with more services provided. AJ Kirkpatrick, director of urban planning at the architectural firm ADG Blatt, also said the new facility would be modeled after a Bexar County Restoration Center in Texas, as well.

The MAPS 4 Restoration Center is expected to include a medical clinic and pharmacy, a public inebriate alternative, a mobile crisis outreach team, supervised methamphetamine detox, substance abuse counseling, wrap-around case management and medica-

tion-assisted treatment for opioid addiction.

"NorthCare is pleased to partner with Oklahoma City to operate the Restoration Center," NorthCare CEO Randy Tate said in a statement Tuesday. "The facility will support fire and police with a rapid response for mental health and substance use crises."

The operating partners will work with city management on site selection and approval of architects for both facilities. Design work on the crisis center and the restoration center is expected to start this summer, with construction for both facilities to begin in mid-2025. The crisis center is currently scheduled to open in summer of 2026, and the restoration center would follow in the fall, Kirkpatrick said.

During an earlier presentation of operator agreements to the MAPS 4 citizens advisory board in December, Kirkpatrick also floated the possibility of consolidating the two planned crisis centers into one facility. But board members questioned how only one facility could be built if voters had approved two.

"This is a very elementary explanation, but when MAPS was passed, there was a law that restricted a crisis center to 16 beds, and that's why we had two," MAPS Program Manager David Todd told The Oklahoman. "That law has gone away, so you can have more than 16 beds in a facility now. So, we can have the same amount of beds in one building, which could be more efficient from a staff level and from a building perspective."

Neither MAPS advisers in December nor city councilmembers this month took official action on Kirkpatrick's recommendation, but it could potentially come up again, as operating agreements for a Crisis Center No. 2 have not yet been unveiled.

Tax appeal

Continued from Page 1A

federal law.

But the Oklahoma Tax Commission disagreed.

Her appeal landed before the Oklahoma Supreme Court on Wednesday. The ruling could determine whether the state can not only tax Stroble, but thousands of other tribal citizens who live and work within their tribal reservations recognized after McGirt v. Oklahoma.

Justices grilled attorneys on both sides of the dispute during the hearing, which lasted nearly two hours at the Capitol. They asked several times about the potential monumental weight of their decision.

"If we rule for Ms. Stroble today, would that decision not apply to all of eastern Oklahoma, including my home county, Johnston County?" asked Vice Chief Justice Dustin Rowe, a former Tishomingo city attorney and Chickasaw Nation judge appointed to the court in 2019 by Gov. Kevin Stitt.

Attorneys for the state and the Muscogee Nation agreed the tax dispute extends far beyond Stroble, but they disagreed on how consequential it could be for the state's bottom line.

The Oklahoma Tax Commission has estimated tax collections will drop by about \$75 million a year if the state can no longer tax tribal citizens who live and work on the reservations of the Five Tribes, which includes the Muscogee Nation.

"That is money the state needs, because the state is providing services across eastern Oklahoma," said Kanan Shanmugam, a Washington, D.C.-based attorney hired by the state.

But Riyaz Kanji, an attorney for the Muscogee Nation, pointed out tribes also provide services. He noted how Stitt had called this week for a state-wide tax cut that would cost the state's coffers far more than \$75 million.

"The arguments being made here are legislative, not judicial," said Kanji, whose practice is based in Michigan.

About 50 people sat in on the hearing, including the governor's attorney and Native American liaison.

Kanji argued that the law is clear that the state has no right to tax tribal citizens on tribal lands.

Shanmugam countered that tribal

lands covered by the exemption do not include privately held properties such as Stroble's.

He also contended the state's right to tax tribal citizens was supported by two key Supreme Court rulings, including a 2022 ruling that directly involved the state. Justices ruled in that case, *Castro-Huerta v. Oklahoma*, that the state could still prosecute non-tribal citizens accused of harming tribal citizens on reservations.

Shanmugam said the ruling required the state Supreme Court to balance the interests of Oklahoma vs. those of the tribe, and he argued the state won out.

"We think the tribal interest is quite slight," he said.

Kanji pushed back against that claim and said the *Castro-Huerta* decision had not overruled longstanding precedent.

Some justices also seemed skeptical of Shanmugam's assertion that the tribe should have acted earlier if it had a strong interest in issues tied to taxes.

Justice Yvonne Kauger, who has sat on the court for four decades, noted the federal government worked to disempower tribes for decades, and it wasn't until the 1970s that the United States changed course.

"Initially the tribes didn't have the money or the opportunity to build briefcase warriors, which they now do, and this is really, maybe the second generation where they've had that opportunity," Kauger said. "So there's probably a pretty good reason that they didn't launch an appeal."

The Oklahoma Supreme Court may not have the final say on the dispute, because the ruling could be appealed to the United States Supreme Court. At least two justices, both Stitt appointees, questioned the lasting power of their decision.

"I would not underestimate the significance of how this court rules," Kanji said.

Stroble watched the hearing with a handful of lawyers and Muscogee Nation Principal Chief David Hill at the front of the room. She left feeling thankful and blessed to be a Muscogee (Creek) citizen, she said.

She's pushed her case forward for years not only for herself, but for all the other tribal citizens the ruling could affect.

"I believe that their reservations have never disestablished," she said. "It's law, and it's right."

LEGAL NOTICE

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All non-excluded persons or entities who, during the Claim Period: (1) received late payments under the PRSA from Calyx (or Calyx's designee) for oil-and-gas proceeds from Oklahoma wells, or whose proceeds were sent as unclaimed property to a government entity by Calyx; and (2) whose proceeds did not include the statutory interest required by the PRSA.

Excluded from the Settlement Class are: (1) Calyx, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; and (3) Meadors Properties, LLC, Longreach Energy Investments, LLC, Longreach Energy 2, LLC, Lahoma June Garrison, Teresa Garrison Platt, Richard C. Lerblance, Cordell Royalty Company LLC, CPC Royalties Inc., David Oscar Cordell, KLM Royalties Inc., Patricia A. Cordell Trust, Sara Buffington Scott, Susan Gough, and Thomas Cordell Scott, including any of the affiliates of the foregoing.

The Claim Period means checks or payments dated between and including August 31, 2016, through October 31, 2022, subject to the terms of the Settlement Agreement regarding Released Claims. 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. The Court did not decide which side is right. Defendant means Calyx Energy III, LLC.

On December 13, 2023, the Court preliminarily approved a Settlement in which Defendant has agreed to pay One Million Dollars (\$1,000,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiffs' Attorneys' Fees and Litigation Expenses, Case Contribution Awards, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement.

The attorneys and law firms who represent the Class as Class Counsel are Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC as Co-Lead Class Counsel and Brady L. Smith of Brady Smith Law, PLLC as Additional Class

Counsel. You may hire your own attorney, if you wish. However, you will be responsible for that attorney's fees and expenses.

What Are My Legal Rights?

• **Do Nothing, Stay in the Class, and Receive Benefits of the Settlement:** If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement.

• **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Plaintiffs' Counsel and Defendant's Counsel **no later than March 6, 2024, at 5 p.m. CT.**

• **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, Plaintiffs' Counsel, and Defendant's Counsel. Your Request for Exclusion must contain the information described in the Notice of Settlement found at the website listed below and must be received **no later than March 6, 2024, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on March 27, 2024, at 2:00 p.m. CT at the United States District Court for the Eastern District of Oklahoma. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiffs' Attorneys' Fees and Litigation Expenses and other costs, including Case Contribution Awards. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.indianola-calyx.com to confirm no change to the date and time of the Hearing has been made.

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Visit: www.indianola-calyx.com

Call Toll-Free: 1-877-595-0185

Or write to: **Indianola v. Calyx Settlement**
c/o JND Legal Administration,
Settlement Administrator
P.O. Box 91343
Seattle, WA 98111



Public Notice of the Proposed KC 46A Main Operating Base 5 (MOB 5) EIS Affecting Floodplains at March ARB, California

KC-46A Main Operating Base 5 (MOB 5) Environmental Impact Statement (EIS)

In accordance with 32 CFR 989.19 (3)(e), the Department of the Air Force (DAF) is seeking additional public comments on the KC-46A Main Operating Base 5 (MOB 5) EIS due to the development of significant new information of a relevant nature. The beddown of the KC-46A MOB 5 mission includes the replacement of existing KC-135 aircraft with 12 KC 46A aircraft at one base in the continental U.S. In addition to the aircraft replacement, various facilities and infrastructure would be constructed and renovated on the selected base. Personnel changes (increases or decreases) at the selected base would also be required to support the KC-46A mission.

After the KC-46A MOB 5 Draft EIS was published, the DAF determined that implementation of the KC-46A MOB 5 mission at March Air Reserve Base (ARB) would result in construction in the 100-year floodplain and would therefore be subject to the requirements and objectives of Executive Order (EO) 11988, "Floodplain Management" and EO 13690, "Establishing a Federal Flood Risk Management". Infrastructure development projects would be constructed to reduce the risk of flood loss, minimize flood impacts on human safety, health, and welfare, and preserve or restore the natural and beneficial values served by floodplains. This notice provides an additional 45-day opportunity for public and agency review of the proposed action and alternatives which have the potential to affect floodplains on March ARB. The extent of impacted 100-year floodplain on March ARB would be approximately 0.92 acres. The type of floodplain hazard involved would be areas on the base that are subject to minimal flooding and because these areas are subject to minimal flooding, the degree of hazard associated with the construction in the floodplain would be low. The facilities that would be constructed or renovated in the floodplain would be designed and constructed in accordance with Unified Facilities Criteria (UFC) 1-200-1 and UFC 3-201-01. Mission critical facilities would be constructed 3-feet above the base flood elevation.

Additional facility planning has been conducted and floodplains were identified and avoided where possible. Existing buildings were utilized to support the new mission to avoid new construction where possible. Alternate construction sites for the new 2-bay hanger were evaluated. However due to the requirements of this hangar being located adjacent to the flightline, the proposed construction site is the only location along the installation side of the flightline that minimizes impacts to the 100-year floodplain. In addition, due to the extent of the 100-year floodplain on March ARB and facility requirements (e.g., access to the existing airfield and facilities), there are no practicable alternatives to construction in the floodplain. Additional details and maps are included in the revised floodplain assessment available on the project website.

As stated in the Revised Draft EIS, the Strategic Basing Process resulted in the identification of March ARB in California as the preferred alternative and Grissom ARB in Indiana and Tinker Air Force Base (AFB) in Oklahoma as reasonable alternatives for the MOB 5 mission. Along with the No Action Alternative, all three bases have been equally evaluated as alternatives in the EIS.

Public Comment

For more information or to submit written comments, please visit the project website at www.kc-46a-mob5.com or contact:

Mr Austin Naranjo, AFCEC/CZN, Attn: KC-46A MOB 5 EIS, 13397 Lakefront Drive; Suite 100, Earth City, MO 63045. or via email to: afcec.czn.nepacenter@us.af.mil. The DAF will accept comments at any time during the environmental process. **However, to ensure the DAF has sufficient time to consider public input in the preparation of the Final EIS, please submit comments by March 4, 2024!**

TULSAWORLDJOBS.COM
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EARLY BIRD PRICING ENDS FEBRUARY 6TH.

Published in The Tulsa World, Tulsa County, Oklahoma, January 18, 2024

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Call Toll-Free: 1-877-595-0185

Or write to: **Indianola v. Calyx Settlement**

c/o JND Legal Administration,

Settlement Administrator

P.O. Box 91343

Seattle, WA 98111

Published in the Tulsa World,
 Tulsa County, Oklahoma, 18/01/2024

www.indianola-calyx.com

1-877-595-0185

New Year
**OPEN
 HOUSE**

*Zero dollar
 joining fee!*

VALID JANUARY 7-13, 2024

SATURDAY, JANUARY 13 | 9 A.M. TO 1 P.M.

The Health Zone at Saint Francis invites you to our New Year open house. From fun fitness classes and wellness education to health screenings, facility tours and more. This is your opportunity to learn how Health Zone can help you meet your health and wellness goals.

To view our full schedule of open house events, visit saintfrancis.com/healthzone or call 918-494-1671.



918-494-1671
5353 E 68th St, Tulsa, OK
saintfrancis.com/healthzone

+ Free skin cancer screenings

9:00-11:30 a.m.

by Warren Clinic Dermatology and Mohs Surgery

APPOINTMENTS REQUIRED AND SPACE IS LIMITED.

CALL TO MAKE AN APPOINTMENT 918-556-3000 EXTENSION 2029.

+ Featured Classes

9:45 a.m. Aqua Zumba

10:30 a.m. Yin Yoga

11:00 a.m. Overcoming Mindless Eating

For a full list of free fitness classes, educational sessions and open house events, visit saintfrancis.com/healthzone.

 **HealthZone**
at Saint Francis

NFL PICKS | DIVISIONAL PLAYOFFS

Eight teams remain. Four games to determine the NFL's final four. Josh Allen and the Buffalo Bills have a third chance to get their first playoff win over Patrick Mahomes and the Kansas City Chiefs. Baker Mayfield and the Tampa Bay Buccaneers hit the road to get respect from C.J. Gardner-Johnson and the Detroit Lions. Lamar Jackson and the Baltimore Ravens aim to change their playoff narrative when they host C.J. Stroud and the Houston Texans. The San Francisco 49ers and the Green Bay Packers renew their playoff rivalry with two new QBs leading the way.



Baltimore Ravens quarterback Lamar Jackson looks the ball during a Dec. 31 game against the Miami Dolphins in Baltimore.

AFC: Houston Texans at Baltimore Ravens (minus 9½)

Stroud had a spectacular playoff debut for the Texans (11-7) in a 45-14 rout over Cleveland. First-year coach DeMeco Ryans quickly turned the franchise around with Stroud's help, but now they're the huge underdogs, according to FanDuel Sportsbook.

Jackson had an All-Pro season leading Baltimore (13-4) to 10 wins over teams that finished with winning records. The Ravens won eight of those games by at least 14 points, including a 25-9 victory against Houston in Week 1.

These aren't the same Texans four months later. Baltimore hopes it's not the same playoff failure for Jackson, who is just 1-3 in the postseason. **RAVENS, 30-20**



Detroit Lions running back David Montgomery, center, reacts after rushing for a 1-yard touchdown during Sunday's wild-card game against the Los Angeles Rams in Detroit.

NFC: Tampa Bay Buccaneers at Detroit Lions (minus 6½)

Mayfield followed up his best season with an excellent performance in a 32-9 victory over Philadelphia. But Gardner-Johnson, a Lions cornerback, wasn't all that impressed. He praised the Buccaneers' wide receivers this week and added they'd be even better with a good quarterback.

Jared Goff led the Lions (13-5) to a 24-23 win over the Rams last week after Detroit's offense opened with three straight touchdown drives.

Tampa Bay's defense shut down Jalen Hurts and Philadelphia but now faces a tougher challenge. The Lions cruised to a 20-6 road win over the Buccaneers (10-8) in Week 6. The trash talk on the field should be fun. **LIONS, 23-20**



San Francisco 49ers quarterback Brock Purdy, right, hands the ball off to running back Christian McCaffrey during a Dec. 31 game against the Washington Commanders.

NFC: Green Bay Packers at San Francisco 49ers (minus 9½)

This will be a record 10th playoff meeting between the two teams, with San Francisco riding a four-game winning streak behind Colin Kaepernick and Jimmy Garoppolo. Now it's Brock Purdy's turn for the 49ers and Jordan Love at QB instead of Aaron Rodgers for the Packers (10-8).

Love had a sensational playoff debut in a 48-32 rout over Dallas. The Cowboys entered with the fifth-ranked defense and had zero answers.

The 49ers (12-5) have a dynamic offense led by All-Pros Christian McCaffrey, George Kittle, Kyle Juszczyk and Purdy. They also have a star-studded defense led by All-Pro linebacker Fred Warner, along with Nick Bosa and Charvarius Ward. **49ERS, 34-19**



Buffalo Bills wide receiver Stefon Diggs slides down after a catch during Monday's wild-card playoff game against the Pittsburgh Steelers in Orchard Park, NY.

AFC: Kansas City Chiefs at Buffalo Bills (minus 2½)

Finally, the Bills get the Chiefs at home in January. Mahomes' first road playoff game of his career comes after two victories over the Bills at home in consecutive postseasons in the 2020 and 2021 seasons. The teams didn't face off last year in the playoffs when the Chiefs (12-6) went on to win the Super Bowl.

The Bills (12-6) were 6-6 before a 20-17 victory at Kansas City ignited a five-game winning streak to close out the regular season. They're playing on shorter rest after a snowstorm forced them to play Pittsburgh on Monday. The Chiefs had two extra days' rest after beating Miami last Saturday night. **BILLS, 24-23**

DIVISIONAL ROUND SCHEDULE

SATURDAY — AFC: Houston at Baltimore, 3:30 p.m., ABC/ESPN **NFC:** Green Bay at San Francisco, 7:15 p.m., Fox | **SUNDAY — NFC:** Tampa Bay at Detroit, 2 p.m., NBC **AFC:** Kansas City at Buffalo, 5:30 p.m., CBS

Raiders remove interim tag, hire Pierce as head coach

ASSOCIATED PRESS

HENDERSON, Nev. — Las Vegas Raiders players lobbied for Antonio Pierce to be the full-time head coach since he stepped in as the interim at midseason.

On Friday, Pierce officially got the gig.

The Raiders announced the hiring of Pierce as their new coach, crossing out the word "interim" in a post on X, the social platform formerly known as Twitter. He's the fourth interim coach the Raiders have elevated, joining Art Shell, Tom Cable and Marty Feldman.

Pierce, 45, took over as interim coach on Halloween night after Josh McDaniels was fired. The Raiders went 5-4 under his watch and the team went 8-9 overall.

"Why wouldn't we keep going the direction we're going?" Raiders defensive end Maxx Crosby said after a 27-14 victory over Denver on Jan. 7. "The fact we've come together and done something special in such a short time is hard to do. We've got a guy who's played at the highest level, won a Super Bowl, he's been a captain, and now he's a great coach and he's a leader."

Pierce also won over much of the fan base. The crowd chanted "AP!" as the game against the Broncos was winding down.

"Can't think of anyone more deserving," Las Vegas tackle Jermaine Eluemunor posted on X. "The Raider way is the only way that needs to be in Vegas."

Pierce will be charged with restoring a championship pedigree to a once-iccific franchise that has missed the playoffs in 19 of the past 21 seasons.

NFL hiring rules prohibited owner Mark Davis from hiring Pierce outright. Davis



JOHN LOCHER, ASSOCIATED PRESS
The Las Vegas Raiders hired Antonio Pierce as the team's newest head coach on Friday.

had to interview at least two external minority and/or female candidates in person to satisfy the Rooney rule. He did that.

The Raiders interviewed former Buffalo defensive coordinator Leslie Frazier. ESPN reported the club also interviewed former New Orleans Saints co-defensive coordinator Kris Richard.

Falcons complete second interview with Belichick

ATLANTA — Bill Belichick completed his second coaching interview with the Atlanta Falcons on Friday, moving closer to joining the franchise that endured its biggest disappointment with him on the opposite sideline.

The Falcons also met virtually with Detroit Lions defensive coordinator Aaron Glenn, but all eyes were on Belichick amid reports that he was the team's top choice and had flown to Atlanta on one of owner Arthur Blank's private jets.

If Belichick heads to the Falcons, a team that hasn't had a winning season since 2017 and has never won a Super Bowl championship, it would be a stunning turn of events.

Belichick was coach of the New England Patriots when they pulled off the greatest comeback in Super Bowl history, rallying from a 28-3 deficit in the second half to beat the Falcons 34-28 in overtime after the 2016 season.

Atlanta made the playoffs a year later but hasn't been back since. Arthur Smith was fired just hours after this season's final game — an ugly loss at New Orleans that capped his third straight 7-10 campaign.

Belichick, whose six Super Bowl titles are more than any other coach, is coming off a 4-13 season — the worst of his career — that led to him parting ways with the Patriots less than two weeks ago.

Bills' Davis, Benford among those out for Sunday

Buffalo receiver Gabe Davis and cornerback Christian Benford, both starters, will miss the team's AFC divisional playoff game against Kansas City on Sunday because of knee injuries.

Bills coach Sean McDermott also said Friday that backup safety Taylor Rapp (calf) and backup linebacker Baylon Spector (back) won't play against the Chiefs.

Davis caught 45 passes for 746 yards and seven touchdowns this season. He caught eight passes for 201 yards against the Chiefs in a playoff loss two years ago. Benford had 54 tackles and two interceptions in the regular season.

Davis and Rapp will miss their second straight games. Spector, who was starting in place of Tyrel Dodson (shoulder), and Benford were hurt during a 31-17 playoff-opening win over Pittsburgh on Monday.

Published in The Tulsa World, Tulsa County, Oklahoma, January 20, 2024

LEGAL NOTICE

If You Are or Were an Owner Paid by Calyx Energy III, LLC for Oil-and-Gas Production Proceeds from an Oklahoma Oil-and-Gas Well, You Could Be a Part of a Proposed Class Action Settlement

The Settlement Class includes, subject to certain excluded persons or entities as detailed in the Settlement Agreement:

All non-excluded persons or entities who, during the Claim Period: (1) received late payments under the PRSA from Calyx (or Calyx's designee) for oil-and-gas proceeds from Oklahoma wells, or whose proceeds were sent as unclaimed property to a government entity by Calyx; and (2) whose proceeds did not include the statutory interest required by the PRSA.

Excluded from the Settlement Class are: (1) Calyx, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; and (3) Meadors Properties, LLC, Longreach Energy Investments, LLC, Longreach Energy 2, LLC, Lahoma June Garrison, Teresa Garrison Platt, Richard C. Lerbance, Cordell Royalty Company LLC, CPC Royalties Inc., David Oscar Cordell, KLM Royalties Inc., Patricia A. Cordell Trust, Sara Buffington Scott, Susan Gough, and Thomas Cordell Scott, including any of the affiliates of the foregoing.

The Claim Period means checks or payments dated between and including August 31, 2016, through October 31, 2022, subject to the terms of the Settlement Agreement regarding Released Claims. 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. The Court did not decide which side is right. Defendant means Calyx Energy III, LLC.

On December 13, 2023, the Court preliminarily approved a Settlement in which Defendant has agreed to pay One Million Dollars (\$1,000,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiffs' Attorneys' Fees and Litigation Expenses, Case Contribution Awards, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement.

The attorneys and law firms who represent the Class as Class Counsel are Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC as Co-Lead Class Counsel and Brady L. Smith of Brady Smith Law, PLLC as Additional Class Counsel. You may hire your own attorney, if you

wish. However, you will be responsible for that attorney's fees and expenses.

What Are My Legal Rights?

• **Do Nothing, Stay in the Class, and Receive Benefits of the Settlement:** If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement.

• **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Plaintiffs' Counsel and Defendant's Counsel **no later than March 6, 2024, at 5 p.m. CT.**

• **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, Plaintiffs' Counsel, and Defendant's Counsel. Your Request for Exclusion must contain the information described in the Notice of Settlement found at the website listed below and must be received **no later than March 6, 2024, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on March 27, 2024, at 2:00 p.m. CT at the United States District Court for the Eastern District of Oklahoma. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiffs' Attorneys' Fees and Litigation Expenses and other costs, including Case Contribution Awards. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.indianola-calyx.com to confirm no change to the date and time of the Hearing has been made.

This notice provides only a summary. For more detailed information regarding the rights and obligations of Settlement Class Members, read the Notice of Settlement, Settlement Agreement and other documents posted on the website or contact the Settlement Administrator.

Visit: www.indianola-calyx.com

Call Toll-Free: 1-877-595-0185

Or write to: **Indianola v. Calyx Settlement**
c/o JND Legal Administration,
Settlement Administrator
P.O. Box 91343
Seattle, WA 98111

Published in the Tulsa World,
Tulsa County, Oklahoma, 18/01/2024

Exhibit D

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

Indianola Resources, LLC, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Calyx Energy III, LLC,

Defendant.

Case No. 21-CV-235-GLJ

**NOTICE OF PROPOSED SETTLEMENT,
MOTION FOR ATTORNEYS' FEES AND COSTS,
CASE CONTRIBUTION AWARDS, 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 for you. Defendant Calyx Energy III, LLC’s (“Defendant” or “Calyx”) records show you are an owner in Oklahoma well(s) for which Calyx remitted oil-and-gas proceeds. Capitalized terms not otherwise defined in this Notice shall have the meanings attributed to those terms in the Settlement Agreement referred to below and available at www.indianola-calyx.com.

This Notice generally explains the claims being asserted in the Litigation, summarizes the Settlement, and tells you about your rights to remain a 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 the final resolution of any objections or appeals, the Court-appointed Settlement Administrator will issue payments to final Class Members, without any further action

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 the terms and provisions thereof. A copy of the Settlement Agreement is available for free at www.indianola-calyx.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

Questions? Visit www.indianola-calyx.com or call toll-free at 1-877-595-0185

from you. This Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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

All non-excluded persons or entities who, during the Claim Period: (1) received late payments under the PRSA from Calyx (or Calyx's designee) for oil-and-gas proceeds from Oklahoma wells, or whose proceeds were sent as unclaimed property to a government entity by Calyx; and (2) whose proceeds did not include the statutory interest required by the PRSA.

Excluded from the Settlement Class are: (1) Calyx, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; and (3) Meadors Properties, LLC, Longreach Energy Investments, LLC, Longreach Energy 2, LLC, Lahoma June Garrison, Teresa Garrison Platt, Richard C. Lerblance, Cordell Royalty Company LLC, CPC Royalties Inc., David Oscar Cordell, KLM Royalties Inc., Patricia A. Cordell Trust, Sara Buffington Scott, Susan Gough, and Thomas Cordell Scott, including any of the affiliates of the foregoing.

The Claim Period means checks or payments dated between and including August 31, 2016, through October 31, 2022, 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:

Indianola v. Calyx
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91343
Seattle, WA 98111
Call Toll-Free: 1-877-595-0185

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. 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, Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, Case Contribution Awards, and The Settlement Allocation and Distribution To The Class

On December 13, 2023, the Court preliminarily approved a Settlement in the Litigation between Plaintiffs, on behalf of themselves 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

Questions? Visit www.indianola-calyx.com or call toll-free at 1-877-595-0185

the claims or defenses asserted by any of the parties 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 One Million Dollars (\$1,000,000.00) 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.indianola-calyx.com) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiffs’ Attorneys’ Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, Case Contribution Awards, and any other costs approved by the Court (the “Net Settlement Fund”), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement.

Class Counsel intends to seek an award of Plaintiffs’ Attorneys’ Fees of not more than 40% of the Gross Settlement Fund. Co-Lead Class Counsel Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson and Additional Class Counsel Brady L. Smith of Brady Smith Law, PLLC, have been litigating this case without any payment whatsoever, advancing thousands of dollars in expenses. At the Final Fairness Hearing, Plaintiffs’ 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 approximately \$140,000.00. In addition, Plaintiffs intend to seek a case contribution award for their representation of the Class, which total combined amount will not exceed \$20,000.00, to compensate Plaintiffs for their time, expense, risk, and burden as serving as Class Representatives.

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.indianola-calyx.com. This website will eventually include this Notice, the Plan of Allocation, and Plaintiffs’ Counsel’s application for Plaintiffs’ Attorneys’ Fees and Litigation Expenses and other costs. You may also receive information about the progress of the Settlement by visiting the website at www.indianola-calyx.com, or by contacting the Settlement Administrator at the address set forth above.

III. Class Settlement Fairness Hearing

The Final Fairness Hearing will be held on March 27, 2024, beginning at 2:00 p.m., before the Honorable Gerald L. Jackson, U.S. Magistrate Judge for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 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.indianola-calyx.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 Plaintiffs’ Attorneys’ Fees and Litigation Expenses and

Administration, Notice, and Distribution Costs; and (e) the application for Case Contribution Awards for the Class Representatives.

A 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 Plaintiffs as the Class Representatives and Plaintiffs' Counsel. As a Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. The Class Representatives and Plaintiffs' Counsel believe that the Settlement is in the best interest of the Class, and, therefore, they intend to support the proposed Settlement at the Final Fairness Hearing. As a Class Member, 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) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *Indianola Resources, LLC, et al. v. Calyx Energy III, LLC*; and (iii) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be mailed by certified mail, return receipt requested, and received **no later than 5:00 p.m. CT on March 6, 2024**, at the addresses set forth below, as follows:

Settlement Administrator	Class Counsel	Defendant's Counsel
Indianola v. Calyx Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91343 Seattle, WA 98111	Reagan E. Bradford Ryan K. Wilson Bradford & Wilson PLLC 431 W. Main Street, Suite D Oklahoma City, OK 73102	Robin F. Fields Heidi M. Nichols FOX ROTHSCHILD, LLP 210 Park Avenue, Suite 1800 Oklahoma City, OK 73102

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 not 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 must exclude yourself even if you already have a pending case against any of the Released Parties based upon any

Questions? Visit www.indianola-calyx.com or call toll-free at 1-877-595-0185

Released Claims during the Claim Period. You cannot exclude yourself on the website, by telephone, facsimile, or by 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, Plaintiffs' 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 Plaintiffs' Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for Case Contribution Awards to Class Representatives 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 *Indianola Resources, LLC, et al. v. Calyx Energy III, LLC*, No. 21-CV-235-GLJ, 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; (i) identification of the objector's interest in wells for which Defendant remitted oil and gas proceeds (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 Plaintiffs' Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Awards sought by Class Representatives 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 Plaintiffs' Counsel and Defendant's Counsel, via certified mail return receipt requested, and received **no later than 5 p.m. CT on March 6, 2024**, 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

Questions? Visit www.indianola-calyx.com or call toll-free at 1-877-595-0185

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 OBJECTON 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 to pay his or her 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.indianola-calyx.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 Action, including the Settlement Agreement, are available for inspection at the Office of the Clerk of the Court, set forth above, and may be obtained by 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.



GERALD L. JACKSON
UNITED STATES MAGISTRATE JUDGE

Indianola Resources, LLC, v Calyx Energy III, LLC,

Case No. 21-CV-235-GLJ

Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
287	De Minimis
293	De Minimis
305	\$1,017.09
306	De Minimis
307	De Minimis
327	\$50.54
330	\$1,113.74
367	\$287.47
369	\$119.72
413	De Minimis
414	De Minimis
431	\$30.09
443	\$44.92
444	\$44.92
446	De Minimis
449	De Minimis
455	\$15.42
458	\$14.22
459	\$197.43
472	\$15.40
473	\$9.51
474	\$9.51
479	De Minimis
480	\$14.64
482	De Minimis
483	\$44.92
485	De Minimis
492	De Minimis
512	De Minimis
524	De Minimis
529	De Minimis
566	\$140.19
569	De Minimis
571	\$13.75
591	De Minimis
595	De Minimis
596	De Minimis
630	\$13.23
687	\$86.54
736	De Minimis
742	De Minimis
784	\$119.52
813	De Minimis
814	\$27.58
827	\$546.83

Indianola Resources, LLC, v Calyx Energy III, LLC,

Case No. 21-CV-235-GLJ

Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
884	\$327.69
895	De Minimis
988	De Minimis
1016	De Minimis
1066	\$50.55
1067	\$179.13
1070	\$21.32
1074	\$64.91
1075	\$80.46
1076	\$447.10
1077	\$20.11
1078	\$51.86
1081	\$6.41
1083	\$19.67
1085	De Minimis
1091	De Minimis
1092	De Minimis
1093	\$45.37
1100	\$384.53
1101	\$37.92
1102	\$7.21
1103	\$7.21
1109	\$182.96
1110	De Minimis
1111	\$418.48
1112	De Minimis
1116	\$123.63
1123	\$82.46
1125	\$399.59
1130	\$24.69
1131	De Minimis
1132	De Minimis
1133	\$135.64
1148	\$24.13
1149	\$12.66
1163	De Minimis
1165	\$169.32
1174	\$89.87
1182	\$33.45
1183	\$33.45
1186	\$64.36
1189	\$12.06
1190	\$23.44
1198	De Minimis
1199	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
1211	\$148.70
1213	De Minimis
1214	De Minimis
1215	De Minimis
1216	De Minimis
1220	De Minimis
1226	\$20.42
1227	De Minimis
1228	\$128.36
1234	\$40.11
1236	\$21.59
1237	De Minimis
1240	De Minimis
1243	De Minimis
1250	\$161.11
1252	\$87.31
1254	\$28.21
1264	\$274.01
1270	\$1,389.19
1271	\$26.95
1273	\$51.82
1274	De Minimis
1275	\$101.69
1279	De Minimis
1280	De Minimis
1289	\$128.63
1290	\$149.21
1293	De Minimis
1294	De Minimis
1295	\$128.36
1296	\$230.52
1297	\$492.50
1304	De Minimis
1306	De Minimis
1307	\$671.37
1310	\$9.98
1311	\$12.01
1313	\$353.00
1314	\$9.49
1315	\$63.61
1316	De Minimis
1317	\$8.58
1320	\$13.06
1322	\$16.93
1330	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
1332	\$68.07
1341	\$23.63
1342	\$197.14
1344	\$82.62
1345	\$134.03
1349	\$7.21
1351	\$124.74
1352	\$5.08
1360	\$9.79
1372	\$113.92
1378	\$11.76
1380	\$2,414.74
1382	\$66.59
1383	\$7.29
1387	\$25.01
1388	\$11.20
1389	De Minimis
1390	\$24.48
1391	\$179.13
1395	\$87.02
1397	\$13.06
1400	De Minimis
1402	\$20.03
1403	\$54.50
1415	\$80.16
1417	\$207.67
1422	\$180.87
1425	\$188.68
1427	De Minimis
1428	De Minimis
1432	\$9.22
1434	\$62.02
1436	\$233.52
1439	De Minimis
1440	\$9.22
1442	\$62.29
1444	\$7.78
1447	\$36.70
1448	\$16.44
1457	\$230.63
1459	\$245.75
1465	\$48.22
1469	\$168.93
1470	\$168.93
1471	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
1472	De Minimis
1475	De Minimis
1481	\$29.68
1487	De Minimis
1488	\$53.34
1490	\$153.19
1491	\$766.63
1492	De Minimis
1495	\$51.13
1497	De Minimis
1501	De Minimis
1504	De Minimis
1512	De Minimis
1525	De Minimis
1526	\$12.41
1532	De Minimis
1533	De Minimis
1537	De Minimis
1540	De Minimis
1541	\$159.11
1542	De Minimis
1544	De Minimis
1546	\$1,591.34
1548	\$60.67
1550	\$31.83
1554	De Minimis
1556	De Minimis
1557	De Minimis
1558	\$63.37
1562	De Minimis
1564	\$6.85
1569	De Minimis
1573	\$18.68
1575	\$25.43
1578	De Minimis
1580	De Minimis
1583	\$52.00
1584	\$387.23
1585	\$10.79
1588	\$11.04
1592	\$48.74
1596	\$10.13
1600	\$109.36
1601	\$14.76
1603	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
1607	\$42.53
1609	De Minimis
1619	De Minimis
1620	De Minimis
1621	De Minimis
1632	\$421.80
1637	De Minimis
1638	De Minimis
1641	\$29.74
1642	\$12.60
1646	\$13.24
1649	\$31.30
1652	De Minimis
1657	De Minimis
1665	De Minimis
1669	\$886.95
1671	De Minimis
1674	\$29.80
1676	\$49.18
1679	\$31.44
1681	\$75.43
1686	\$29.79
1687	\$548.03
1690	De Minimis
1691	\$75.05
1696	\$69.28
1699	De Minimis
1700	\$51.99
1701	De Minimis
1702	De Minimis
1703	\$35.82
1704	\$39.09
1715	\$10.44
1718	De Minimis
1725	De Minimis
1740	\$411.04
1747	De Minimis
1748	\$5.48
1749	\$13.44
1757	\$6.71
1765	De Minimis
1767	\$29.27
1769	De Minimis
1772	\$123.53
1776	\$8.99

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
1782	\$10.01
1784	De Minimis
1785	De Minimis
1786	\$13.19
1792	De Minimis
1793	\$161.92
1794	\$11.89
1801	\$16.21
1803	\$9.13
1807	De Minimis
1812	\$21.20
1818	De Minimis
1820	\$60.06
1832	\$261.65
1836	\$13.28
1837	\$17.33
1839	\$27.91
1841	De Minimis
1843	De Minimis
1844	De Minimis
1845	De Minimis
1846	\$42.39
1848	De Minimis
1853	\$26.30
1854	De Minimis
1855	De Minimis
1856	De Minimis
1857	\$261.46
1859	De Minimis
1861	De Minimis
1863	\$20.90
1867	De Minimis
1869	\$7.60
1877	\$40.62
1878	\$222.70
1879	\$98.36
1880	\$8.49
1882	\$184.68
1883	\$116.56
1884	\$5.60
1885	De Minimis
1886	De Minimis
1887	De Minimis
1888	\$5.81
1889	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
1893	De Minimis
1894	\$149.69
1895	De Minimis
1898	\$19.45
1899	\$13.80
1903	\$468.43
1904	\$7.79
1907	De Minimis
1920	\$246.35
1921	De Minimis
1927	\$153.31
1938	\$169.14
1943	\$7.76
1950	\$153.48
1951	\$10.86
1953	\$51.40
1984	De Minimis
1996	\$11.29
1997	\$6.51
2001	\$27.17
2006	De Minimis
2022	\$341.17
2027	\$46.62
2032	\$43.18
2037	De Minimis
2045	\$32.13
2049	\$37.59
2054	De Minimis
2062	De Minimis
2067	De Minimis
2083	De Minimis
2091	\$263.27
2104	\$6.10
2105	\$1,490.65
2106	De Minimis
2108	\$84.44
2110	\$143.11
2113	De Minimis
2115	De Minimis
2116	De Minimis
2117	De Minimis
2120	\$8.17
2122	\$20.35
2123	De Minimis
2127	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
2140	De Minimis
2143	\$24.99
2144	De Minimis
2158	\$28.15
2168	De Minimis
2177	De Minimis
2178	\$8.17
2179	De Minimis
2180	\$12.15
2187	\$103.89
2194	De Minimis
2195	\$10.67
2200	De Minimis
2205	De Minimis
2208	\$522.61
2214	\$498.93
2217	\$550.33
2218	\$77.58
2226	\$214.92
2228	De Minimis
2237	De Minimis
2239	\$430.16
2240	De Minimis
2241	De Minimis
2242	De Minimis
2244	De Minimis
2252	\$1,514.47
2253	\$26.50
2286	\$163.03
2287	\$33.01
2288	\$22.90
2311	\$44.38
2312	De Minimis
2313	\$19.03
2315	De Minimis
2320	De Minimis
2330	\$14.76
2331	\$41.64
2332	\$6.03
2333	\$6.03
2334	\$41.77
2339	\$35.79
2340	\$43.36
2345	\$157.72
2346	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
2351	\$9,214.85
2354	\$89.40
2357	\$89.18
2358	\$29.80
2360	De Minimis
2361	De Minimis
2362	De Minimis
2363	De Minimis
2364	De Minimis
2365	De Minimis
2368	De Minimis
2369	\$21.41
2371	\$38.07
2372	\$12.80
2393	\$72.21
2395	De Minimis
2402	\$50.07
2407	\$6.19
2409	\$34.43
2410	\$60.91
2411	De Minimis
2412	\$897.71
2413	De Minimis
2414	\$22.00
2415	\$23.60
2417	De Minimis
2424	\$199.58
2426	\$1,309.49
2428	\$35.58
2429	De Minimis
2432	\$19.57
2433	De Minimis
2435	De Minimis
2436	De Minimis
2437	\$9.18
2440	\$7.79
2442	\$34.21
2443	De Minimis
2445	De Minimis
2451	De Minimis
2457	\$162.24
2464	De Minimis
2465	\$318.04
2466	\$55.16
2467	\$40.88

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
2468	\$74.45
2469	\$62.66
2472	\$99.91
2473	\$39.39
2476	\$6.16
2478	\$12.64
2479	\$26.32
2481	\$95.26
2483	De Minimis
2485	De Minimis
2487	\$7.79
2488	\$95.26
2498	\$221.25
2499	\$144.20
2500	De Minimis
2501	\$29.04
2504	De Minimis
2506	\$342.13
2508	\$29.04
2509	\$29.04
2513	De Minimis
2515	\$29.04
2527	De Minimis
2537	\$197.00
2543	\$211.42
2549	\$21.97
2555	De Minimis
2556	\$5.14
2560	\$18.35
2565	\$7.96
2569	De Minimis
2573	\$36.47
2580	\$10.24
2581	De Minimis
2586	\$80.29
2587	\$760.43
2588	\$35.83
2591	\$22.76
2595	De Minimis
2596	De Minimis
2597	\$78.64
2606	De Minimis
2607	De Minimis
2628	\$452.66
2629	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
2633	\$51.53
2635	De Minimis
2637	\$148.53
2643	\$5.21
2644	\$10.24
2645	\$838.36
2647	\$2,062.72
2648	\$86.16
2649	\$23.70
2650	De Minimis
2651	\$2,701.21
2652	\$44.50
2653	\$29.33
2654	\$5.75
2657	\$25.49
2662	\$2,208.30
2665	\$116.28
2666	\$115.92
2667	\$11.68
2668	De Minimis
2669	\$238.94
2670	\$50.25
2671	\$7.46
2672	\$29.76
2673	\$20.42
2674	\$5.62
2678	\$22.14
2680	De Minimis
2681	\$12.79
2684	De Minimis
2685	De Minimis
2688	\$115.33
2692	\$68.22
2697	\$214.49
2700	De Minimis
2701	\$72.18
2703	De Minimis
2705	\$65.11
2706	De Minimis
2707	\$24.59
2708	\$15.43
2709	\$11.63
2711	De Minimis
2712	De Minimis
2714	\$34.13

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
2715	\$56.21
2716	\$213.45
2717	\$33.92
2718	\$22.43
2719	De Minimis
2721	\$160.07
2722	\$294.51
2725	\$9.01
2726	\$36.85
2727	\$48.26
2730	\$221.77
2739	\$5.18
2741	\$34.93
2742	\$40.18
2743	\$444.11
2744	\$206.19
2745	\$37.49
2746	\$40.18
2747	De Minimis
2749	\$111.75
2750	\$20.78
2752	\$286.51
2753	\$322.51
2754	\$154.37
2755	\$12.16
2756	\$5.61
2757	\$6.96
2761	\$69.49
2762	\$654.35
2764	\$98.08
2765	\$374.45
2766	\$6.96
2768	\$74.24
2783	\$21,211.46
2785	\$668.33
2786	De Minimis
2790	De Minimis
2796	\$24.59
2797	\$13.26
2801	De Minimis
2802	\$14.13
2812	\$193.53
2814	\$20.62
2815	De Minimis
2816	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
2817	De Minimis
2818	\$43.38
2819	\$1,562.75
2820	\$87.24
2822	De Minimis
2824	De Minimis
2825	De Minimis
2827	De Minimis
2828	De Minimis
2831	\$18.96
2834	De Minimis
2835	De Minimis
2836	De Minimis
2845	\$38.01
2849	\$270.64
2854	\$5.54
2861	\$41.84
2862	\$58.72
2863	De Minimis
2864	\$10.83
2865	\$51.16
2872	\$122.92
2879	De Minimis
2885	\$13.60
2886	De Minimis
2891	\$111.54
2892	\$320.14
2893	\$842.76
2896	\$67.58
2897	De Minimis
2901	\$21.13
2902	De Minimis
2904	\$38.64
2906	De Minimis
2925	\$26.52
2930	\$17.54
2931	\$24.28
2932	\$39.92
2933	\$83.30
2934	De Minimis
2935	De Minimis
2937	\$95.35
2938	\$36.96
2953	\$25.52
2954	\$23.10

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
2959	\$1,204.46
2960	\$5.54
2961	De Minimis
2964	\$720.34
2966	De Minimis
2967	\$41.82
2968	\$33.78
2969	\$28.54
2971	De Minimis
2972	\$70.06
2973	\$7.88
2978	\$8.31
2979	\$85.78
2981	De Minimis
2982	De Minimis
2986	\$521.39
2988	\$76.36
2990	\$509.63
2991	\$507.49
2992	\$13.49
2996	\$20.52
2997	\$106.27
2998	\$103.08
2999	\$670.08
3004	\$5.62
3018	\$10.26
3021	\$14.05
3022	\$5.44
3023	\$5.44
3034	\$32.55
3037	\$75.12
3041	\$19.71
3042	\$61.96
3043	\$61.96
3046	\$545.68
3050	\$22.56
3051	\$7.84
3056	\$556.46
3057	\$88.73
3058	\$47.78
3064	De Minimis
3065	\$70.78
3066	\$10.08
3067	\$1,047.85
3069	\$81.15

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
3070	\$81.15
3071	\$40.60
3075	\$2,884.32
3083	De Minimis
3085	De Minimis
3087	De Minimis
3091	De Minimis
3093	De Minimis
3095	\$12.54
3099	\$12.55
3102	\$114.46
3105	De Minimis
3107	De Minimis
3111	\$11.39
3113	\$5.65
3114	\$6.51
3118	\$39.48
3119	\$912.08
3120	De Minimis
3121	\$438.15
3123	De Minimis
3126	\$56.76
3128	\$22.79
3133	\$25.41
3134	\$25.86
3135	De Minimis
3136	\$42.01
3137	\$208.97
3139	\$379.06
3142	\$274.91
3144	\$31.83
3154	\$5.65
3155	De Minimis
3171	\$14.07
3175	\$30.81
3176	\$74.63
3177	\$29.82
3178	\$5.16
3179	\$5.16
3182	\$105.82
3187	\$20.48
3188	\$12.64
3189	\$11.22
3190	\$19.60
3191	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
3192	\$17.78
3193	\$15.77
3194	\$16.08
3195	\$33.64
3196	\$16.01
3197	\$17.44
3198	De Minimis
3199	De Minimis
3200	De Minimis
3201	\$43.80
3202	De Minimis
3203	De Minimis
3206	De Minimis
3208	De Minimis
3211	\$5.50
3212	De Minimis
3214	\$12.29
3218	\$7.49
3219	De Minimis
3221	\$177.96
3225	De Minimis
3226	De Minimis
3227	De Minimis
3233	De Minimis
3234	\$5.50
3236	De Minimis
3237	\$7.24
3239	\$84.98
3240	De Minimis
3241	De Minimis
3242	\$84.71
3243	\$7.99
3252	\$39.29
3275	De Minimis
3280	\$141.90
3282	De Minimis
3283	De Minimis
3284	De Minimis
3290	\$90.40
3302	\$91.49
3308	De Minimis
3350	De Minimis
3358	\$345.81
3369	\$8.49
3371	\$8.49

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
3378	\$8.49
3385	\$749.53
3386	\$159.20
3394	\$33.72
3398	\$740.17
3403	\$82.44
3404	\$46.97
3406	De Minimis
3416	\$345.23
3417	\$345.23
3419	\$96.13
3420	\$78.00
3423	\$202.96
3426	De Minimis
3427	De Minimis
3429	\$72.66
3432	De Minimis
3434	De Minimis
3439	De Minimis
3440	\$6.89
3443	De Minimis
3444	\$276.03
3454	\$75.02
3460	\$6.08
3467	\$6.71
3471	\$33.72
3475	\$10.70
3476	De Minimis
3483	De Minimis
3484	\$2,264.99
3488	\$115.36
3494	\$6.89
3495	\$64.10
3496	De Minimis
3497	\$159.20
3504	\$159.20
3505	\$356.85
3516	De Minimis
3518	De Minimis
3528	\$1,588.71
3529	De Minimis
3537	De Minimis
3540	\$6.84
3541	\$6.81
3543	\$7.43

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
3546	De Minimis
3548	De Minimis
3549	De Minimis
3554	De Minimis
3556	De Minimis
3557	De Minimis
3558	De Minimis
3559	\$73.47
3564	\$113.56
3565	\$143.16
3566	\$112.76
3567	De Minimis
3577	\$15.55
3595	\$523.66
3598	De Minimis
3601	De Minimis
3603	\$10.03
3604	\$1,625.83
3605	\$36.07
3608	\$49.65
3610	De Minimis
3612	De Minimis
3613	\$28.29
3614	\$7.80
3615	\$15.63
3617	\$95.36
3618	\$95.36
3620	De Minimis
3626	\$224.81
3628	De Minimis
3629	\$88.92
3630	\$87.83
3631	\$53.57
3637	\$1,920.06
3639	\$267.25
3640	De Minimis
3643	\$8.25
3645	De Minimis
3646	De Minimis
3647	De Minimis
3651	\$453.58
3655	De Minimis
3656	\$134.51
3658	\$333.84
3659	\$471.07

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
3660	\$121.35
3662	\$83.85
3666	De Minimis
3667	\$298.04
3669	\$380.04
3673	\$256.71
3675	\$398.39
3676	\$230.07
3677	\$3,048.74
3678	\$104.18
3680	\$466.16
3682	\$38.92
3683	De Minimis
3684	\$434.14
3685	\$6.48
3686	\$301.90
3687	De Minimis
3690	De Minimis
3695	De Minimis
3705	\$55.81
3709	\$62.01
3711	\$1,593.54
3712	\$19.32
3716	\$44.39
3717	De Minimis
3718	De Minimis
3719	\$62.01
3722	\$537.56
3727	\$92.16
3730	\$167.50
3736	\$597.26
3737	\$53.93
3738	\$16.65
3743	\$18.32
3744	\$9.41
3749	\$206.18
3750	\$211.59
3752	\$82.00
3754	\$211.59
3755	\$211.59
3756	\$87.71
3760	\$14.69
3762	\$48.58
3763	De Minimis
3764	\$16.12

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
3765	\$15.01
3768	\$78.47
3770	\$216.69
3772	\$120.95
3774	\$27.25
3776	De Minimis
3778	\$20.39
3779	\$29.72
3785	\$57.67
3788	\$130.69
3791	\$15.69
3792	\$12.78
3793	\$130.69
3794	\$106.32
3795	\$942.02
3796	\$361.65
3797	\$38.14
3800	\$7.91
3802	\$361.65
3807	De Minimis
3808	\$85.63
3810	\$632.83
3811	De Minimis
3813	\$18.69
3814	\$75.84
3815	De Minimis
3816	\$241.11
3822	\$74.66
3823	\$7.48
3826	\$100.52
3827	\$73.09
3828	\$43.88
3829	\$34.37
3830	\$34.37
3832	\$148.13
3837	\$115.62
3838	\$34.37
3840	\$15.47
3843	\$145.16
3844	\$109.64
3846	\$5.94
3847	De Minimis
3852	De Minimis
3854	\$34.37
3856	\$11.77

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
3858	\$201.14
3859	\$6.56
3860	\$53.63
3862	\$8.22
3864	\$8.22
3865	\$8.22
3866	\$8.22
3867	\$8.22
3869	\$140.80
3870	\$242.62
3872	De Minimis
3878	\$146.18
3884	\$112.18
3888	\$8.69
3889	\$15.31
3890	\$15.28
3893	De Minimis
3894	De Minimis
3896	\$165.78
3899	\$9.74
3901	De Minimis
3902	De Minimis
3903	\$145.80
3904	\$78.17
3906	De Minimis
3912	\$85.63
3925	De Minimis
3927	\$183.16
3928	\$21.06
3938	\$12.84
3939	De Minimis
3942	\$43.30
3943	\$21.06
3945	\$276.83
3970	\$21.06
3972	\$572.12
3973	\$880.69
4000	\$8.21
4005	\$8.64
4009	\$9.25
4020	\$10.01
4023	\$20.60
4026	\$11.16
4027	\$11.16
4028	\$23.71

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
4029	De Minimis
4066	\$71.11
4093	\$166.11
4094	\$23.53
4098	\$103.43
4346	\$171.63
4358	\$69.74
4460	\$34.95
4558	\$30.85
4619	\$13.56
4621	De Minimis
4622	De Minimis
4623	\$28.64
4629	\$11.16
4634	\$6.71
4636	\$5.05
4640	\$212.24
4662	\$20.18
4663	\$5.95
4664	\$861.80
4665	\$48.27
4671	De Minimis
4697	De Minimis
4698	\$120.16
4701	\$179.22
4702	\$25.00
4703	De Minimis
4704	\$232.15
4705	\$345.85
4709	\$16,103.91
4712	\$29.98
4713	\$26.59
4715	\$66.94
4736	\$193.98
4739	\$26.59
4749	\$5.44
4750	\$75.41
4761	De Minimis
4762	De Minimis
4765	\$3,854.70
4766	De Minimis
4767	\$13.86
4768	\$76.08
4770	\$1,732.47
4777	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
4779	\$115.30
4783	\$237.30
4786	\$19.98
4791	\$6,166.17
4792	\$1,233.22
4793	\$74.81
4808	\$80.59
4809	\$1,893.58
4810	\$9.45
4811	\$43.77
4812	\$6.94
4813	\$34.90
4819	\$6.89
4820	\$1,046.32
4821	\$2,354.10
4822	\$653.95
4823	\$127.87
4824	\$169.26
4826	\$75.04
4831	\$77.84
4836	\$559.39
4837	\$253.65
4840	\$62.25
4841	De Minimis
4842	De Minimis
4843	\$113.81
4844	\$5.66
4845	\$5.66
4846	\$8.94
4851	\$88.39
4859	\$59.79
4860	\$196.13
4861	\$175.93
4866	\$654.27
4871	\$265.18
4872	De Minimis
4873	De Minimis
4878	\$5.55
4882	De Minimis
4884	\$12.57
4892	De Minimis
4894	De Minimis
4896	\$120.63
4897	\$102.22
4898	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
4899	\$24.41
4901	\$4,366.77
4902	\$46.36
4903	\$24.33
4904	\$24.33
4905	\$23.61
4906	\$10.79
4907	\$24.33
4908	\$86.23
4909	\$53.67
4910	\$28.73
4911	\$54.51
4912	\$28.73
4913	\$28.73
4915	\$145.48
4916	\$15.86
4917	De Minimis
4918	\$263.16
4919	\$110.59
4920	\$94.61
4921	\$76.14
4923	\$107.10
4924	De Minimis
4928	De Minimis
4934	\$32.77
4936	De Minimis
4937	De Minimis
4957	\$76.92
4975	\$10.19
4979	\$2,486.58
4980	De Minimis
4981	\$13.39
4982	\$37.45
4983	De Minimis
4986	\$5.51
4996	\$24.04
5000	\$21.96
5001	\$25.58
5002	\$21.96
5003	\$54.71
5004	\$21.96
5005	\$21.95
5009	\$2,337.35
5010	\$175.32
5012	\$8.00

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
5018	De Minimis
5021	\$30.32
5022	De Minimis
5023	De Minimis
5024	De Minimis
5025	De Minimis
5026	De Minimis
5028	\$80.29
5029	De Minimis
5030	De Minimis
5034	De Minimis
5054	De Minimis
5060	\$511.17
5065	De Minimis
5069	\$951.41
5070	De Minimis
5071	\$105.74
5073	\$151.16
5083	\$70.86
5084	\$973.18
5087	\$28.68
5088	\$19.01
5089	\$21.35
5090	\$5.12
5093	\$1,044.25
5123	\$57.37
5128	\$7.19
5131	\$29.43
5132	\$137.32
5134	\$17.46
5135	De Minimis
5136	\$64.85
5154	\$11.90
5175	\$762.10
5176	\$326.06
5178	\$29.08
5183	\$62.66
5185	\$20.48
5186	\$326.06
5195	\$152.72
5198	\$73.10
5262	De Minimis
5293	De Minimis
5294	\$535.31
5296	\$46.70

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
5297	\$149.33
5304	De Minimis
5306	\$360.57
5307	\$211.74
5308	\$63.44
5317	\$2,842.93
5324	\$43.03
5325	\$43.03
5327	\$160.82
5331	\$18.57
5334	\$100.27
5337	\$165.66
5338	\$57.63
5340	\$7.45
5341	\$434.40
5343	De Minimis
5344	De Minimis
5345	\$114.10
5347	De Minimis
5348	\$11.02
5349	\$10.08
5351	\$701.80
5352	\$24.83
5356	\$90.25
5357	\$17.61
5362	\$26.45
5363	De Minimis
5369	\$81.79
5370	\$322.00
5371	\$15.63
5372	\$10.73
5373	De Minimis
5375	\$32.30
5378	\$21.71
5380	\$1,260.86
5385	\$2,184.36
5386	\$255.40
5390	\$277.42
5391	\$18.07
5392	\$209.64
5393	De Minimis
5399	\$799.58
5400	\$540.49
5402	\$557.10
5404	\$1,158.03

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
5405	\$238.77
5406	\$56.71
5422	De Minimis
5423	\$145.33
5425	De Minimis
5428	De Minimis
5430	De Minimis
5438	\$36.48
5439	\$96.97
5440	\$6.17
5441	\$82.40
5442	\$6.17
5443	\$6.17
5444	\$10.46
5445	\$6.17
5446	\$6.17
5447	\$6.47
5448	\$6.17
5449	\$19.94
5450	\$25.56
5451	\$6.17
5455	\$22.49
5456	De Minimis
5462	\$30.51
5463	De Minimis
5464	De Minimis
5465	De Minimis
5466	De Minimis
5467	\$17.25
5468	De Minimis
5469	De Minimis
5470	De Minimis
5472	\$9.14
5473	De Minimis
5476	De Minimis
5477	De Minimis
5478	\$13.34
5486	De Minimis
5487	\$26.75
5488	\$18.42
5490	\$239.88
5491	\$239.88
5492	\$240.80
5493	\$241.62
5495	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
5496	De Minimis
5497	De Minimis
5503	\$163.25
5506	De Minimis
5509	\$4,578.24
5510	\$9.68
5512	De Minimis
5513	De Minimis
5514	De Minimis
5515	De Minimis
5516	De Minimis
5517	De Minimis
5521	\$11.32
5522	\$68.81
5524	\$16.52
5525	\$5.26
5526	\$8.65
5528	De Minimis
5529	De Minimis
5530	\$190.26
5532	\$101.45
5533	\$286.85
5548	De Minimis
5550	\$20.96
5561	De Minimis
5565	De Minimis
5567	\$5.44
5575	De Minimis
5592	De Minimis
5593	\$60.80
5605	De Minimis
5607	De Minimis
5612	\$22.97
5615	De Minimis
5621	De Minimis
5627	De Minimis
5649	De Minimis
5650	De Minimis
5651	\$351.78
5660	\$20.64
5661	\$18.92
5664	\$8.67
5665	\$10.15
5669	\$100.25
5673	\$111.46

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
5676	\$37.49
5677	De Minimis
5679	De Minimis
5688	\$38.43
5689	De Minimis
5690	De Minimis
5700	\$41.90
5703	De Minimis
5725	\$12.00
5732	\$77.16
5736	De Minimis
5737	\$53.12
5738	\$47.54
5739	\$117.41
5743	\$37.01
5745	\$48.20
5746	\$551.92
5749	\$30.04
5750	\$123.93
5761	De Minimis
5763	\$25.16
5765	\$17.94
5766	\$37.82
5768	\$140.17
5774	De Minimis
5784	\$34.01
5785	\$197.53
5786	\$296.75
5788	\$87.32
5789	\$118.12
5800	De Minimis
5801	De Minimis
5803	De Minimis
5804	De Minimis
5805	De Minimis
5806	\$17.72
5807	De Minimis
5808	De Minimis
5809	\$36.53
5812	\$634.40
5813	\$18.42
5815	\$30.85
5823	De Minimis
5824	\$9.28
5826	\$37.04

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
5830	\$9.41
5833	De Minimis
5859	De Minimis
5867	De Minimis
5870	\$66.70
5871	\$25.97
5876	\$24.61
5877	De Minimis
5880	\$20.07
5884	De Minimis
5894	\$58.16
5904	De Minimis
5907	\$6.00
5911	De Minimis
5912	\$84.51
5913	\$5.93
5916	\$16.45
5917	\$120.15
5918	\$92.20
5919	\$42.31
5920	De Minimis
5921	\$11.56
5931	\$709.84
5932	\$196.12
5939	De Minimis
6010	\$44.79
6011	\$40.99
6012	\$8.36
6014	\$41.27
6019	\$85.54
6022	\$24.36
6024	De Minimis
6026	\$39.15
6030	\$16.13
6035	\$21.42
6044	De Minimis
6055	De Minimis
6063	De Minimis
6086	\$31.43
6090	\$175.23
6091	\$17.62
6092	De Minimis
6093	De Minimis
6094	De Minimis
6095	\$56.54

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
6102	De Minimis
6104	\$83.09
6110	De Minimis
6112	De Minimis
6119	De Minimis
6120	\$10.93
6121	\$6.64
6126	\$29.39
6131	De Minimis
6135	De Minimis
6138	De Minimis
6140	De Minimis
6141	\$21.23
6142	De Minimis
6143	De Minimis
6145	De Minimis
6146	De Minimis
6151	\$13.20
6157	\$5.89
6163	\$22.05
6164	De Minimis
6167	De Minimis
6172	\$38.32
6173	\$46.21
6175	\$6.27
6176	\$155.05
6187	\$57.25
6188	De Minimis
6191	\$2,003.08
6192	\$30.96
6193	\$1,712.57
6195	\$26.49
6200	\$39.34
6201	\$32.77
6202	\$61.86
6203	\$61.86
6209	De Minimis
6210	\$11.86
6212	\$14.20
6213	De Minimis
6214	\$14.20
6215	De Minimis
6217	De Minimis
6219	\$9.08
6221	\$487.96

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
6222	\$219.73
6223	De Minimis
6224	De Minimis
6225	\$15.69
6226	\$19.27
6227	De Minimis
6228	\$61.56
6235	\$676.57
6236	\$750.08
6239	De Minimis
6247	\$676.37
6249	\$27.84
6250	\$42.81
6251	\$19.92
6252	\$14.49
6260	\$32.54
6261	\$773.79
6266	\$39.22
6268	De Minimis
6271	De Minimis
6272	De Minimis
6273	De Minimis
6274	De Minimis
6276	De Minimis
6282	\$10.93
6284	\$92.72
6286	De Minimis
6287	\$13.11
6289	De Minimis
6291	\$179.42
6292	De Minimis
6294	De Minimis
6295	De Minimis
6296	\$8.83
6299	\$31.43
6300	\$14.20
6301	\$9.74
6303	\$418.37
6313	\$73.45
6314	De Minimis
6316	De Minimis
6319	\$186.72
6326	De Minimis
6328	\$12.87
6334	\$632.58

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
6335	\$632.58
6336	\$632.08
6337	\$2,526.19
6338	\$2,842.93
6339	\$74.11
6341	\$23.09
6342	De Minimis
6343	De Minimis
6344	\$8.50
6345	\$5.40
6346	De Minimis
6350	De Minimis
6352	\$81.04
6353	De Minimis
6362	\$31.43
6365	De Minimis
6366	De Minimis
6370	\$1,202.69
6372	\$38.23
6374	De Minimis
6378	De Minimis
6379	\$96.51
6382	\$14.43
6388	\$298.57
6390	\$1,062.04
6391	\$106.59
6393	\$11.43
6394	\$282.60
6395	\$11.43
6396	\$1,601.20
6399	\$25.29
6400	\$28.03
6401	\$150.98
6402	De Minimis
6406	\$153.91
6408	\$89.98
6412	\$27.73
6414	\$13.18
6417	De Minimis
6418	\$99.98
6419	\$75.43
6420	\$104.37
6421	\$382.85
6423	De Minimis
6427	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
6428	De Minimis
6429	De Minimis
6430	De Minimis
6433	De Minimis
6434	De Minimis
6435	De Minimis
6436	De Minimis
6438	\$17.65
6440	De Minimis
6445	\$11.68
6446	De Minimis
6452	\$11.68
6454	\$8.29
6457	De Minimis
6458	De Minimis
6463	De Minimis
6464	De Minimis
6466	De Minimis
6468	\$5.43
6469	De Minimis
6475	\$322.57
6477	De Minimis
6478	\$30.50
6479	\$7.69
6480	De Minimis
6482	De Minimis
6485	De Minimis
6486	De Minimis
6489	\$39.17
6490	\$39.17
6492	\$38.85
6493	De Minimis
6494	De Minimis
6495	De Minimis
6498	De Minimis
6500	De Minimis
6504	De Minimis
6505	De Minimis
6511	\$72.56
6512	\$37.71
6513	\$36.63
6514	\$73.67
6516	\$152.92
6517	\$278.81
6520	\$379.20

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
6522	\$91.39
6525	De Minimis
6526	\$26.44
6531	\$24.28
6532	\$13.07
6533	De Minimis
6540	De Minimis
6541	\$219.53
6555	De Minimis
6556	\$100.14
6557	De Minimis
6558	\$7.61
6562	\$37.44
6563	De Minimis
6564	De Minimis
6566	De Minimis
6568	De Minimis
6571	De Minimis
6578	De Minimis
6583	De Minimis
6586	De Minimis
6587	De Minimis
6591	De Minimis
6592	De Minimis
6601	De Minimis
6602	De Minimis
6609	De Minimis
6611	De Minimis
6618	De Minimis
6622	De Minimis
6623	\$8.40
6624	\$127.42
6625	De Minimis
6626	\$4,185.47
6627	De Minimis
6628	De Minimis
6631	\$27.38
6634	\$13.00
6639	\$11.13
6640	\$6.47
6652	\$167.65
6665	\$671.32
6671	\$21.96
6673	\$344.62
6675	\$9.16

Indianola Resources, LLC, v Calyx Energy III, LLC,

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
6676	De Minimis
6677	De Minimis
6678	De Minimis
6683	\$67.95
6686	\$111.37
6692	De Minimis
6693	\$129.12
6694	\$840.98
6695	\$76.27
6696	De Minimis
6697	De Minimis
6698	De Minimis
6699	\$485.89
6711	De Minimis
6714	De Minimis
6718	De Minimis
6724	\$12.69
6729	De Minimis
6740	\$15.31
6741	De Minimis
6743	De Minimis
6745	De Minimis
6747	\$15.46
6748	\$14.28
6750	\$6.07
6755	\$11.18
6759	De Minimis
6762	De Minimis
6771	De Minimis
6779	De Minimis
6783	\$25.18
6796	\$14.12
6800	\$18.30
6802	\$88.98
6809	De Minimis
6810	\$43.37
6813	De Minimis
6815	De Minimis
6816	\$317.51
6819	De Minimis
6822	De Minimis
6825	\$78.57
6829	\$15.40
6830	\$14.10
6842	De Minimis

Indianola Resources, LLC, v Calyx Energy III, LLC,

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
6845	De Minimis
6849	De Minimis
6850	\$18.22
6851	\$174.15
6854	\$8.40
6855	\$5.05
6858	De Minimis
6860	De Minimis
6862	De Minimis
6865	De Minimis
6870	\$24.72
6871	\$18.65
6876	De Minimis
6877	\$14.79
6879	\$17.62
6882	De Minimis
6884	De Minimis
6885	De Minimis
6886	De Minimis
6891	\$83.31
6895	\$1,178.08
6901	\$43.11
6905	De Minimis
6907	De Minimis
6908	De Minimis
6909	De Minimis
6910	De Minimis
6911	\$11.47
6914	De Minimis
6917	De Minimis
6919	De Minimis
6940	\$121.59
6962	\$5.05
6966	De Minimis
6968	De Minimis
6977	De Minimis
6978	\$17.80
6981	\$5.52
6996	\$9.44
6997	De Minimis
6998	De Minimis
7000	De Minimis
7007	De Minimis
7012	De Minimis
7015	\$10.38

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
7020	De Minimis
7021	De Minimis
7022	De Minimis
7030	\$15.90
7032	\$7.84
7036	\$79.12
7039	\$38.90
7043	De Minimis
7050	\$93.08
7052	\$167.76
7054	\$223.48
7057	De Minimis
7061	\$169.88
7062	De Minimis
7064	\$66.15
7066	\$127.87
7067	\$24.77
7068	\$62.11
7069	\$140.92
7080	\$9.00
7082	De Minimis
7083	De Minimis
7084	De Minimis
7086	\$208.12
7090	De Minimis
7093	De Minimis
7098	De Minimis
7106	De Minimis
7108	\$39.39
7113	\$14.74
7119	\$7.88
7132	De Minimis
7133	De Minimis
7134	De Minimis
7135	\$15.60
7139	\$107.87
7143	\$9.80
7146	\$86.94
7149	\$39.10
7150	\$231.89
7151	\$193.28
7158	De Minimis
7160	\$28.39
7170	\$844.76
7177	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
7183	\$60.40
7195	\$19.44
7196	De Minimis
7200	\$69.68
7202	\$69.68
7203	\$69.68
7204	\$69.68
7205	\$69.11
7206	\$22.46
7207	\$22.46
7208	\$22.46
7210	De Minimis
7211	De Minimis
7212	De Minimis
7213	De Minimis
7214	De Minimis
7215	\$5.65
7216	\$20.79
7220	De Minimis
7225	\$99.04
7231	\$83.64
7241	\$525.08
7254	\$14.11
7256	\$14.11
7258	\$6.79
7260	\$10.75
7262	\$29.73
7263	\$193.71
7268	\$149.59
7269	\$32.72
7270	\$85.77
7275	De Minimis
7277	\$5.46
7279	\$32.72
7283	\$32.72
7286	De Minimis
7290	\$215.31
7304	\$735.30
7305	\$6.59
7306	De Minimis
7307	De Minimis
7308	De Minimis
7310	\$11.56
7312	\$25.08
7320	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
7322	De Minimis
7324	De Minimis
7331	\$352.59
7332	De Minimis
7334	\$54.21
7335	De Minimis
7336	\$13.46
7352	\$113.23
7353	De Minimis
7354	De Minimis
7357	De Minimis
7360	De Minimis
7362	De Minimis
7363	De Minimis
7364	De Minimis
7365	\$5.83
7388	De Minimis
7389	\$5.48
7404	\$6.68
7405	\$77.91
7417	\$26.68
7418	\$848.84
7419	\$10.63
7422	De Minimis
7423	\$286.25
7425	\$286.25
7427	\$343.51
7429	\$286.25
7433	\$48.09
7435	\$395.10
7436	\$395.10
7437	\$395.10
7438	\$395.10
7441	\$247.34
7443	De Minimis
7446	\$247.34
7448	\$29.82
7449	\$259.60
7450	\$756.43
7452	\$13.51
7454	De Minimis
7460	\$5.38
7463	\$21.28
7476	\$1,602.94
7478	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
7480	De Minimis
7481	\$9.93
7484	\$24.75
7486	\$81.17
7488	\$43.34
7493	\$58.83
7494	\$116.36
7496	\$9.93
7499	\$113.31
7500	\$37.70
7502	\$152.61
7503	\$35.77
7505	De Minimis
7512	\$6.29
7515	\$145.23
7524	\$24.81
7532	\$862.06
7537	\$9.22
7546	\$5.35
7547	De Minimis
7548	De Minimis
7549	\$14.11
7550	De Minimis
7551	De Minimis
7556	De Minimis
7562	De Minimis
7563	\$15.27
7573	\$17.76
7577	\$112.34
7579	\$782.46
7595	De Minimis
7596	\$251.03
7610	\$135.01
7613	\$17.76
7629	\$32.90
7632	\$17.76
7643	De Minimis
7648	\$21.47
7665	\$22.81
7667	\$19.64
7670	\$6.99
7672	De Minimis
7674	De Minimis
7676	\$8.20
7679	\$8.20

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
7681	\$9.40
7684	De Minimis
7687	De Minimis
7688	De Minimis
7692	De Minimis
7698	\$73.33
7699	\$6.42
7702	\$36.67
7703	\$55.00
7707	\$157.46
7714	De Minimis
7718	\$219.23
7724	\$144.54
7730	\$164.86
7731	De Minimis
7735	\$17.40
7738	\$184.61
7748	De Minimis
7753	\$9.34
7756	\$11.33
7760	\$27.30
7761	\$71.63
7767	De Minimis
7768	\$52.64
7769	\$52.64
7771	\$25.95
7784	\$21.23
7785	De Minimis
7786	\$196.61
7798	De Minimis
7799	De Minimis
7800	De Minimis
7803	\$56.04
7807	\$6.59
7811	\$51.02
7816	De Minimis
7818	\$26.53
7820	\$10.78
7821	\$21.23
7830	\$76.04
7834	\$76.97
7848	\$5.75
7854	De Minimis
7856	De Minimis
7859	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
7861	De Minimis
7872	De Minimis
7882	De Minimis
7883	\$10.81
7885	\$35.88
7886	\$24.90
7889	\$5.47
7890	\$5.47
7891	\$11.47
7892	De Minimis
7893	\$11.88
7894	De Minimis
7895	De Minimis
7896	De Minimis
7898	\$49.70
7902	\$98.46
7904	De Minimis
7911	\$18.05
7912	\$17.40
7916	De Minimis
7917	De Minimis
7919	De Minimis
7925	De Minimis
7928	\$13.56
7929	\$731.38
7934	De Minimis
7937	De Minimis
7941	De Minimis
7943	De Minimis
7950	De Minimis
7952	\$5.49
7963	De Minimis
7998	\$905.31
8001	\$75.26
8008	\$26.95
8012	\$10.71
8033	De Minimis
8037	\$11.58
8038	De Minimis
8046	\$10.16
8047	De Minimis
8054	\$44.23
8057	\$197.67
8059	\$357.60
8068	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
8070	\$47.68
8071	\$40.69
8079	De Minimis
8084	De Minimis
8085	De Minimis
8087	De Minimis
8089	De Minimis
8107	\$7.89
8108	De Minimis
8125	De Minimis
8130	\$14.52
8131	\$16.49
8133	De Minimis
8135	\$60.61
8139	\$60.12
8143	De Minimis
8146	De Minimis
8149	De Minimis
8150	\$111.92
8151	\$245.67
8153	\$96.55
8154	\$9.07
8155	De Minimis
8156	De Minimis
8157	De Minimis
8159	De Minimis
8160	De Minimis
8165	De Minimis
8167	De Minimis
8169	De Minimis
8171	De Minimis
8178	De Minimis
8179	\$24.42
8181	\$2,157.37
8183	De Minimis
8186	\$69.65
8187	De Minimis
8188	De Minimis
8189	\$25.20
8194	De Minimis
8196	De Minimis
8199	\$22.08
8202	De Minimis
8203	De Minimis
8205	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
8206	\$157.97
8209	De Minimis
8210	De Minimis
8214	De Minimis
8215	\$365.84
8217	De Minimis
8218	\$709.51
8219	\$709.43
8225	De Minimis
8226	De Minimis
8228	De Minimis
8230	\$38.44
8235	De Minimis
8238	\$20.67
8241	De Minimis
8242	\$22.52
8247	\$24.00
8248	\$48.46
8256	De Minimis
8258	De Minimis
8260	De Minimis
8261	De Minimis
8262	\$16.64
8264	\$5.06
8269	\$11.47
8279	\$171.28
8287	De Minimis
8295	\$6.67
8296	De Minimis
8299	De Minimis
8306	De Minimis
8309	\$50.91
8311	\$361.65
8312	\$52.35
8315	De Minimis
8317	\$16.44
8321	De Minimis
8328	De Minimis
8335	De Minimis
8341	\$64.20
8342	\$45.00
8343	De Minimis
8354	De Minimis
8356	De Minimis
8361	\$25.08

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
8363	De Minimis
8366	De Minimis
8367	\$43.69
8371	De Minimis
8375	\$15.15
8379	\$39.69
8386	\$20.71
8401	De Minimis
8402	De Minimis
8415	De Minimis
8421	\$194.08
8422	\$27.53
8425	\$5.58
8426	De Minimis
8446	\$173.59
8452	\$14.26
8470	De Minimis
8471	\$11.05
8474	\$18.16
8475	De Minimis
8487	De Minimis
8513	De Minimis
8514	\$187.38
8515	De Minimis
8517	De Minimis
8521	De Minimis
8530	De Minimis
8531	De Minimis
8539	\$1,610.65
8543	\$8.68
8545	\$5.46
8547	\$8.50
8550	De Minimis
8555	De Minimis
8570	\$15.43
8572	\$106.74
8576	\$184.48
8578	\$47.63
8579	\$350.68
8581	\$182.21
8582	\$60.21
8583	\$182.46
8585	\$58.05
8588	\$39.31
8589	\$89.47

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
8590	\$437.03
8591	\$437.03
8626	\$24.53
8648	De Minimis
8652	\$16.28
8655	\$30.96
8657	\$18.16
8659	De Minimis
8660	De Minimis
8661	De Minimis
8855	\$6.72
8858	De Minimis
8862	De Minimis
8863	De Minimis
8864	\$6.45
8866	\$9.69
8870	\$10.98
8871	De Minimis
8874	\$7.13
8881	\$23.30
8887	\$79.27
8888	\$11.58
8890	\$10.41
8891	\$28.68
8892	De Minimis
8896	De Minimis
8897	De Minimis
8898	\$18.39
8909	De Minimis
8911	De Minimis
8923	\$18.65
8937	De Minimis
8939	\$101.16
8940	De Minimis
8944	\$12.03
8945	\$12.03
8946	\$12.03
8947	De Minimis
8950	\$94.09
9007	\$26.12
9028	\$49.41
9048	\$39.53
9050	\$6.14
9065	\$16.77
9066	\$27.86

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9071	\$52.69
9080	De Minimis
9099	\$110.92
9101	De Minimis
9110	De Minimis
9111	De Minimis
9115	De Minimis
9121	\$565.91
9137	\$326.33
9138	\$47.85
9139	\$86.34
9145	\$175.46
9148	\$31.45
9149	\$90.00
9150	\$113.33
9151	\$326.33
9154	\$77.22
9157	\$5.35
9167	De Minimis
9169	De Minimis
9170	De Minimis
9192	De Minimis
9193	De Minimis
9194	De Minimis
9207	\$54.80
9216	\$489.12
9225	De Minimis
9226	De Minimis
9231	\$13.20
9232	\$99.04
9234	De Minimis
9235	\$11.93
9237	De Minimis
9240	De Minimis
9243	De Minimis
9249	De Minimis
9252	\$39.95
9253	\$79.51
9261	\$19.13
9263	\$13.81
9265	De Minimis
9272	De Minimis
9277	De Minimis
9285	De Minimis
9287	\$9.32

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9292	De Minimis
9313	De Minimis
9323	De Minimis
9328	De Minimis
9335	De Minimis
9337	\$14.41
9348	De Minimis
9352	De Minimis
9358	De Minimis
9360	De Minimis
9365	\$16.93
9367	De Minimis
9386	De Minimis
9396	\$30.60
9410	\$5.81
9414	De Minimis
9421	De Minimis
9425	\$26.19
9430	\$142.83
9434	De Minimis
9437	De Minimis
9441	\$293.25
9442	De Minimis
9446	De Minimis
9454	De Minimis
9455	\$15.93
9459	\$15.93
9473	De Minimis
9479	\$813.32
9487	\$59.18
9490	\$5,005.90
9491	\$719.23
9494	\$5,726.93
9496	\$281.08
9497	\$224.68
9498	\$404.93
9499	De Minimis
9500	\$5.75
9502	De Minimis
9511	\$71.65
9512	\$59.43
9514	\$59.50
9517	De Minimis
9521	De Minimis
9522	\$5.17

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9524	\$59.36
9526	De Minimis
9527	De Minimis
9528	De Minimis
9532	De Minimis
9538	\$571.74
9539	De Minimis
9543	De Minimis
9544	De Minimis
9545	De Minimis
9549	De Minimis
9552	De Minimis
9554	\$12.07
9557	De Minimis
9559	\$8.89
9560	De Minimis
9573	De Minimis
9599	\$1,061.30
9600	\$59.43
9601	\$6.02
9612	\$12.27
9628	De Minimis
9639	\$21.94
9641	\$342.88
9656	\$21.94
9659	\$257.07
9692	\$36.11
9695	\$91.23
9701	\$24.52
9702	\$30.95
9703	\$1,417.09
9707	\$7.65
9710	\$9.08
9713	\$7.55
9714	\$328.01
9716	\$124.33
9717	De Minimis
9718	\$538.80
9719	\$314.12
9724	\$109.21
9725	De Minimis
9731	De Minimis
9736	\$262.88
9739	\$10.69
9744	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9747	\$12.44
9756	\$234.09
9759	De Minimis
9762	De Minimis
9763	De Minimis
9768	\$14.49
9769	\$28.81
9770	\$16.80
9771	\$6.48
9777	De Minimis
9778	\$12.03
9780	De Minimis
9781	\$26.83
9783	De Minimis
9790	\$28.25
9791	\$16.00
9792	\$16.00
9793	\$32.22
9794	\$85.95
9799	\$432.92
9800	\$35.75
9801	\$67.12
9802	\$7.04
9803	\$42.58
9805	\$38.12
9806	\$342.88
9807	\$342.88
9808	\$38.12
9813	De Minimis
9819	De Minimis
9820	De Minimis
9823	De Minimis
9826	De Minimis
9834	\$6.22
9835	\$33.33
9836	De Minimis
9845	\$95.33
9847	\$17.26
9851	\$74.98
9852	\$92.72
9857	\$6.71
9868	\$6,166.61
9883	De Minimis
9884	De Minimis
9887	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9889	De Minimis
9890	De Minimis
9892	De Minimis
9894	\$9.25
9895	\$136.92
9896	De Minimis
9897	De Minimis
9905	\$611.56
9908	\$60.85
9909	\$65.11
9913	De Minimis
9914	\$6.73
9915	De Minimis
9916	\$63.89
9917	\$185.66
9918	De Minimis
9921	\$197.38
9923	De Minimis
9962	\$72.84
9963	\$31.68
9967	De Minimis
9974	\$9.46
9975	\$139.62
9976	De Minimis
9985	\$203.80
9991	\$59.17
9992	De Minimis
9993	\$16.01
9998	\$148.12
9999	\$373.68
10001	\$31.84
10002	\$58.25
10004	\$63.08
10005	De Minimis
10006	\$148.12
10007	\$79.43
10010	De Minimis
10020	\$222.95
10021	\$35.24
10022	\$13.80
10023	\$222.95
10024	\$27.01
10026	\$306.06
10028	\$99.42
10039	\$67.76

Indianola Resources, LLC, v Calyx Energy III, LLC,

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
10040	\$633.53
10041	\$109.09
10042	\$387.71
10045	De Minimis
10047	\$19.49
10056	De Minimis
10066	De Minimis
10068	De Minimis
10069	\$295.23
10078	\$54.09
10081	\$182.12
10083	\$29.06
10084	\$24.46
10087	\$8.73
10088	\$145.86
10090	\$342.55
10091	\$8.01
10092	\$8.01
10096	\$6.77
10098	De Minimis
10099	\$12.43
10101	\$157.47
10102	\$16.13
10103	\$102.66
10106	\$11.84
10120	\$5.81
10122	\$8.56
10132	\$18.73
10134	\$89.67
10136	\$89.67
10138	\$14.54
10140	\$14.54
10142	De Minimis
10183	\$14.77
10202	\$13.36
10212	De Minimis
10221	\$5.27
10223	\$9.60
10232	De Minimis
10238	\$31.18
10240	De Minimis
10244	De Minimis
10254	De Minimis
10255	\$72.45
10257	\$22.96

Indianola Resources, LLC, v Calyx Energy III, LLC,

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
10261	\$47.28
10262	\$7.59
10264	De Minimis
10294	\$77.31
10314	\$74.50
10315	\$74.50
10316	\$74.50
10317	\$74.49
10324	\$5.50
10325	\$73.22
10327	\$292.85
10328	\$73.23
10329	\$73.23
10332	\$18.73
10334	\$10.57
10339	\$14.54
10344	\$14.54
10345	\$258.65
10346	\$80.83
10347	De Minimis
10352	De Minimis
10353	De Minimis
10356	\$18.73
10357	\$8.05
10359	\$14.54
10361	De Minimis
10362	De Minimis
10369	\$18.73
10372	De Minimis
10373	De Minimis
10375	\$74.87
10377	\$8.76
10382	\$38.50
10384	De Minimis
10386	\$195.68
10387	\$5.58
10395	\$110.87
10399	\$88.70
10401	\$7.42
10407	\$10.24
10415	De Minimis
10420	\$17.38
10423	\$11.67
10432	De Minimis
10438	De Minimis

Indianola Resources, LLC, v Calyx Energy III, LLC,

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
10444	De Minimis
10453	\$21.78
10459	\$7.84
10460	\$30.90
10461	\$5.68
10464	\$391.35
10466	De Minimis
10468	De Minimis
10469	De Minimis
10470	De Minimis
10471	\$16.04
10472	\$34.26
10473	\$16.04
10474	\$20.03
10476	\$76.51
10477	\$71.28
10478	\$90.88
10480	\$82.44
10481	\$100.69
10482	\$26.63
10483	\$94.27
10488	\$242.23
10489	\$382.02
10492	\$2,239.54
10493	\$1,183.67
10532	De Minimis
10540	\$184.32
10541	\$194.88
10542	\$10.33
10544	\$279.00
10547	\$112.47
10548	\$210.51
10550	\$27.81
10551	\$36.34
10555	\$97.70
10559	\$168.70
10560	\$32.54
10561	\$46.03
10565	De Minimis
10566	\$303.00
10567	\$269.76
10568	\$278.53
10569	\$21.79
10575	\$198.86
10576	\$168.70

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
10578	\$8.01
10579	\$102.75
10582	\$122.41
10583	\$122.41
10584	\$286.83
10594	\$21.87
10596	\$16.23
10619	De Minimis
10620	De Minimis
10622	De Minimis
10624	\$37.80
10628	\$182.60
10643	De Minimis
10645	\$50.47
10653	De Minimis
10654	De Minimis
10659	\$30.69
10661	De Minimis
10676	\$17.10
10679	\$44.47
10690	\$8.40
10695	\$12.31
10698	\$91.99
10699	\$125.24
10708	\$11.22
10712	\$18.96
10718	\$8.06
10720	De Minimis
10725	\$83.54
10731	\$38.04
10734	\$7.96
10736	\$62.58
10737	De Minimis
10741	\$559.05
10745	\$32.25
10747	De Minimis
10748	De Minimis
10751	De Minimis
10752	De Minimis
10755	\$779.67
10758	\$18.96
10760	De Minimis
10767	\$37.80
10775	\$120.52
10778	\$42.15

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
10787	\$32.38
10789	\$52.05
10790	\$24.29
10792	\$69.80
10793	\$19.27
10803	\$1,238.81
10810	\$21.16
10814	\$78.99
10816	\$665.90
10819	\$51.34
10826	\$34.41
10827	\$22.85
10828	De Minimis
10830	\$8.93
10831	\$45.33
10833	\$38.52
10834	\$51.34
10842	\$10.52
10844	\$156.07
10848	\$32.58
10850	\$153.09
10851	\$78.99
10854	\$85.65
10855	\$65.82
10859	\$28.87
10861	\$153.09
10865	\$27.67
10866	\$21.16
10868	\$27.67
10870	\$137.52
10871	\$24.29
10873	\$30.86
10875	\$416.19
10880	\$282.06
10890	\$47.43
10904	\$151.46
10905	\$103.66
10928	\$5.54
10938	De Minimis
10950	De Minimis
10952	\$9.55
10975	\$36.03
10986	De Minimis
10987	De Minimis
10992	De Minimis

Indianola Resources, LLC, v Calyx Energy III, LLC,

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
11002	\$18.15
11016	De Minimis
11041	De Minimis
11065	De Minimis
11072	De Minimis
11077	De Minimis
11078	De Minimis
11083	De Minimis
11086	De Minimis
11089	De Minimis
11090	De Minimis
11092	\$5.76
11093	\$24.98
11096	\$25.09
11100	\$56.31
11101	\$66.57
11102	\$100.17
11106	\$63.43
11109	\$12.51
11119	\$97.74
11126	\$31.62
11127	\$30.43
11131	De Minimis
11135	\$55.65
11147	\$212.73
11148	\$107.10
11153	\$187.08
11155	\$26.66
11161	De Minimis
11164	\$7.83
11167	\$100.19
11171	\$8.04
11174	De Minimis
11176	De Minimis
11179	\$208.13
11180	\$277.48
11181	\$175.63
11182	\$11.17
11184	\$66.57
11188	\$49.52
11203	\$55.24
11218	De Minimis
11269	\$199.25
11272	De Minimis
11300	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
11301	De Minimis
11303	\$5.65
11328	\$202.60
11329	\$7.45
11333	De Minimis
11343	De Minimis
11353	\$15.75
11363	De Minimis
11367	De Minimis
11371	\$66.04
11373	\$39.63
11378	De Minimis
11402	De Minimis
11407	De Minimis
11413	\$25.07
11414	\$6.27
11415	\$6.27
11416	\$6.27
11436	\$14.07
11445	\$8.83
11446	\$8.84
11448	\$41.48
11450	\$41.48
11451	\$30.27
11452	\$25.90
11453	\$45.48
11454	\$40.44
11455	\$31.94
11456	\$20.21
11464	\$40.64
11465	\$49.45
11466	\$34.51
11467	\$16.37
11468	\$15.21
11469	\$16.12
11472	\$12.87
11473	\$34.11
11488	\$18.76
11490	De Minimis
11492	De Minimis
11493	\$17.28
11494	\$17.15
11495	\$18.58
11497	\$18.58
11523	\$6.03

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
11574	\$214.51
11579	\$197.90
11593	\$16.72
11595	\$36.67
11597	De Minimis
11605	De Minimis
11633	\$47.06
11637	De Minimis
11638	De Minimis
11641	De Minimis
11646	\$37.67
11647	\$146.00
11648	\$507.66
11655	De Minimis
11663	\$338.45
11667	\$155.50
11672	De Minimis
11678	\$17.04
11687	\$49.11
11706	De Minimis
11709	De Minimis
11711	De Minimis
11716	\$531.93
11717	\$49.06
11741	\$5.70
11742	\$31.56
11743	\$83.42
11744	\$90.07
11761	De Minimis
11787	De Minimis
11794	\$12.46
11796	De Minimis
11797	\$121.23
11798	\$82.76
11799	De Minimis
11801	De Minimis
11803	\$786.74
11806	\$96.98
11807	\$193.97
11808	\$115.08
11809	\$295.00
11815	\$23.56
11816	\$40.66
11817	\$115.08
11818	\$51.50

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
11828	\$141.10
11829	De Minimis
11833	De Minimis
11843	De Minimis
11844	De Minimis
11846	De Minimis
11865	\$849.68
11868	De Minimis
11869	\$17.36
11876	\$7.44
11879	\$169.27
11880	\$91.47
11883	\$26.97
11887	\$23.98
11888	\$26.97
11889	\$68.57
11892	\$45.77
11893	\$169.27
11894	\$352.60
11895	\$26.62
11896	\$51.46
11897	\$70.55
11900	\$14.20
11904	\$566.50
11905	\$102.87
11906	\$26.97
11911	\$7.44
11921	\$68.57
11922	\$566.50
11923	\$7.44
11924	\$7.44
11925	\$141.10
11926	\$7.44
11928	De Minimis
11934	\$531.05
11939	\$51.46
11947	De Minimis
11948	De Minimis
11949	De Minimis
11953	De Minimis
11956	\$34.24
11957	De Minimis
11962	\$20.26
11969	\$97.19
11989	\$79.88

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
12006	\$290.96
12012	\$1,199.89
12030	\$13.99
12037	\$51.19
12041	De Minimis
12042	\$7.84
12043	\$12.70
12047	\$12.70
12048	\$23.71
12054	De Minimis
12060	\$5.50
12065	\$150.91
12072	\$29.09
12074	\$29.88
12080	\$44.37
12081	\$8.49
12090	\$45.34
12092	\$173.69
12097	\$173.69
12106	\$181.25
12108	\$86.83
12111	De Minimis
12112	\$7.00
12116	\$764.00
12121	De Minimis
12122	\$25.58
12123	\$79.88
12124	De Minimis
12125	De Minimis
12127	\$48.34
12130	\$7.00
12134	De Minimis
12140	De Minimis
12141	\$18.66
12143	\$40.26
12149	\$1,169.75
12162	De Minimis
12163	De Minimis
12164	De Minimis
12166	\$10.58
12168	De Minimis
12174	\$6.20
12175	\$5.25
12176	\$6.20
12180	\$117.33

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
12185	\$76.17
12189	\$49.43
12199	\$19.26
12202	\$45.98
12203	\$37.59
12209	\$217.06
12215	\$6.49
12216	\$71.07
12222	\$120.03
12223	\$84.11
12224	\$42.33
12237	De Minimis
12238	De Minimis
12240	De Minimis
12246	De Minimis
12255	\$25.97
12260	\$615.55
12261	\$615.52
12263	\$349.01
12266	\$670.30
12267	\$25.93
12268	De Minimis
12271	\$65.48
12273	De Minimis
12278	\$116.00
12279	\$38.53
12280	\$22.31
12283	\$58.00
12284	\$36.29
12286	\$1,159.98
12288	\$22.31
12289	\$14.89
12290	De Minimis
12295	\$120.47
12296	\$197.89
12298	De Minimis
12302	\$301.13
12304	\$36.29
12305	De Minimis
12306	\$18.51
12326	De Minimis
12346	De Minimis
12348	De Minimis
12415	De Minimis
12416	\$22.97

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
12427	\$56.24
12451	De Minimis
12452	\$189.18
12453	De Minimis
12454	De Minimis
12455	De Minimis
12456	De Minimis
12457	De Minimis
12458	\$141.89
12460	De Minimis
12461	\$94.59
12476	\$195.00
12503	\$494.65
12510	\$81.82
12512	\$87.59
12514	\$49.06
12517	\$646.11
12530	\$143.01
12532	\$411.04
12533	\$32.34
12534	\$32.34
12535	De Minimis
12538	\$29.51
12540	De Minimis
12544	\$1,629.72
12548	\$298.40
12560	\$7.79
12561	\$7.79
12614	\$51.86
12654	De Minimis
12744	De Minimis
12771	\$37.05
12777	\$88.00
12781	\$5.57
12831	\$291.32
12832	\$127.08
12835	\$305.81
12837	\$132.85
12838	\$611.56
12842	De Minimis
12850	\$53.26
12855	\$73.09
12856	\$9.39
12861	\$53.26
12862	\$203.38

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
12863	\$5.69
12864	De Minimis
12865	De Minimis
12866	\$31.18
12867	\$11.44
12869	\$46.52
12873	De Minimis
12874	De Minimis
12877	De Minimis
12881	\$17.74
12882	De Minimis
12883	De Minimis
12885	De Minimis
12887	De Minimis
12888	\$156.30
12889	De Minimis
12890	\$36.60
12891	\$30.07
12892	\$34.36
12893	\$34.36
12894	\$49.98
12895	\$368.61
12908	\$213.11
12910	\$74.43
12913	\$74.43
12914	\$214.87
12915	\$383.59
12918	\$170.49
12919	\$83.53
12926	\$85.84
12927	\$74.43
12929	\$216.66
12930	\$85.84
12944	\$22.15
12956	\$14.75
12957	\$117.66
12964	\$64.62
12965	\$117.11
12966	\$45.22
12968	\$41.52
12971	\$7,338.33
12973	\$49.14
12976	\$72.91
12979	\$55.21
12980	\$55.21

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
12983	\$72.91
12986	\$292.04
12987	\$17.50
12989	\$28.32
12990	\$18.04
12994	De Minimis
12995	De Minimis
12996	\$9.18
12997	De Minimis
12998	De Minimis
12999	De Minimis
13004	\$37.25
13006	De Minimis
13008	\$107.08
13013	\$254.34
13014	\$15.63
13019	De Minimis
13032	De Minimis
13037	De Minimis
13040	De Minimis
13044	\$17.64
13047	\$41.33
13051	\$5.88
13052	\$6.99
13054	\$21.56
13061	\$152.58
13084	\$5.54
13085	\$5.35
13134	De Minimis
13145	De Minimis
13146	\$27.13
13147	\$18.12
13172	\$11.70
13175	\$14.82
13176	\$22.01
13177	De Minimis
13179	De Minimis
13184	De Minimis
13185	\$42.66
13186	De Minimis
13187	De Minimis
13191	De Minimis
13194	\$156.04
13197	\$33.30
13199	\$167.80

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
13200	\$1,421.44
13201	De Minimis
13203	\$25.18
13207	De Minimis
13208	\$17.54
13209	\$5.42
13213	De Minimis
13217	\$34.53
13218	\$130.71
13224	\$145.63
13225	De Minimis
13233	De Minimis
13236	\$25.87
13242	\$50.29
13243	\$129.44
13246	De Minimis
13249	\$88.93
13270	De Minimis
13283	De Minimis
13299	\$7.21
13307	\$179.38
13313	\$81.64
13318	\$452.01
13321	\$5.13
13322	\$165.32
13325	\$6.97
13328	De Minimis
13329	\$5.13
13332	\$429.05
13339	\$15.06
13342	\$70.54
13343	\$14.12
13344	\$141.05
13351	\$26.87
13357	\$5.13
13358	\$5.13
13359	De Minimis
13360	\$5.13
13362	\$104.97
13364	\$52.96
13370	\$24.03
13371	De Minimis
13373	De Minimis
13376	\$15.04
13378	\$16.75

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
13379	De Minimis
13380	\$59.99
13381	\$111.95
13382	De Minimis
13383	\$40.51
13384	\$100.29
13386	\$178.31
13398	\$550.49
13429	De Minimis
13430	De Minimis
13431	De Minimis
13432	De Minimis
13436	De Minimis
13453	\$12.09
13467	De Minimis
13477	\$186.03
13478	\$428.63
13492	\$30.39
13506	De Minimis
13507	\$17.66
13508	De Minimis
13509	\$39.33
13517	\$6.97
13523	De Minimis
13524	\$100.31
13525	\$100.41
13526	De Minimis
13528	\$47.43
13530	\$151.83
13543	\$129.32
13544	\$6.66
13551	\$30.39
13555	De Minimis
13557	\$5.48
13565	\$106.02
13567	\$19.94
13568	\$19.94
13569	\$19.94
13574	De Minimis
13591	\$9.30
13592	\$29.57
13594	\$8.65
13597	De Minimis
13600	\$77.00
13601	\$27.14

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
13603	\$27.14
13604	De Minimis
13609	\$212.32
13610	\$212.32
13611	\$6.04
13617	\$324.35
13620	\$12.15
13622	De Minimis
13623	\$29.57
13625	\$15.85
13628	\$52.61
13629	\$21.30
13630	\$18.04
13631	De Minimis
13644	De Minimis
13656	\$555.96
13658	\$7.65
13659	\$52.42
13660	De Minimis
13663	\$16.49
13665	\$31.72
13682	De Minimis
13683	De Minimis
13690	\$47.57
13711	\$46.52
13725	\$67.80
13726	\$283.95
13727	De Minimis
13728	\$147.77
13729	\$152.54
13741	\$418.04
13750	De Minimis
13755	\$31.33
13756	\$31.33
13758	\$1,822.88
13760	\$9.56
13761	\$5.12
13769	\$31.13
13770	\$46.73
13771	\$70.10
13777	\$33.25
13786	\$121.39
13797	\$63.97
13803	\$18.58
13805	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
13807	De Minimis
13808	De Minimis
13811	\$20.79
13812	De Minimis
13815	De Minimis
13824	\$3,248.21
13840	\$22.45
13843	\$7.11
13844	\$30.73
13845	\$30.88
13846	De Minimis
13847	De Minimis
13848	De Minimis
13849	De Minimis
13850	De Minimis
13855	De Minimis
13859	De Minimis
13860	De Minimis
13861	De Minimis
13871	\$6.40
13880	\$112.27
13881	\$38.60
13882	\$38.60
13887	\$38.60
13889	De Minimis
13891	De Minimis
13892	De Minimis
13894	\$25.08
13895	\$35.09
13896	\$25.08
13898	De Minimis
13899	De Minimis
13909	\$177.95
13915	\$5.19
13917	De Minimis
13918	De Minimis
13919	\$311.01
13921	\$19.85
13922	De Minimis
13923	De Minimis
13934	De Minimis
13938	\$17.01
13939	\$33.36
13940	\$343.03
13942	\$115.85

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
13944	\$51.47
13945	\$7.49
13946	De Minimis
13947	De Minimis
13949	\$20.42
13950	\$208.51
13951	\$46.35
13965	\$34.00
13969	De Minimis
13972	\$5,104.53
13975	\$290.37
13976	De Minimis
13977	\$70.13
13978	\$70.04
13984	\$289.66
13986	De Minimis
13989	\$484.57
13994	De Minimis
13995	De Minimis
13999	\$72.49
14000	De Minimis
14003	De Minimis
14012	\$14.75
14013	De Minimis
14016	De Minimis
14030	De Minimis
14031	\$6.05
14032	\$6.03
14040	\$351.77
14041	\$342.15
14046	\$13.17
14047	\$18.56
14048	\$6.86
14049	\$63.19
14050	De Minimis
14051	\$6.86
14052	De Minimis
14053	De Minimis
14054	\$10.25
14055	De Minimis
14060	\$535.28
14061	\$108.17
14068	\$30.79
14070	De Minimis
14071	\$129.33

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
14077	\$177.23
14083	\$9.22
14084	\$27.38
14119	De Minimis
14122	\$5.79
14126	\$5.83
14133	\$35.29
14137	\$15.45
14140	\$662.89
14141	\$662.81
14155	\$1,766.84
14158	\$239.57
14159	\$32.13
14164	De Minimis
14167	De Minimis
14181	\$763.75
14205	De Minimis
14212	\$23.58
14213	\$29.15
14214	\$29.15
14215	\$1,849.44
14216	\$616.45
14217	\$765.13
14238	\$64.15
14239	\$22.70
14243	\$37.85
14244	De Minimis
14256	De Minimis
14257	De Minimis
14260	De Minimis
14267	De Minimis
14277	De Minimis
14285	De Minimis
14288	\$398.13
14290	De Minimis
14294	\$8.07
14295	\$8.91
14296	\$16.83
14297	\$8.56
14309	De Minimis
14310	De Minimis
14316	\$7.95
14317	\$7.95
14318	\$7.95
14319	\$14.34

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
14320	\$21.64
14321	\$283.11
14335	\$11.14
14336	\$13.83
14337	\$56.24
14338	\$13.83
14339	\$57.75
14340	\$56.24
14341	\$56.24
14342	\$13.82
14343	\$56.24
14344	\$56.24
14345	\$56.13
14347	\$50.87
14348	\$2,636.20
14351	De Minimis
14352	De Minimis
14356	\$507.94
14357	\$733.45
14358	\$37.71
14359	\$38.00
14360	\$95.37
14361	\$77.77
14362	\$254.32
14365	\$781.14
14367	\$89.40
14369	\$41.33
14370	\$267.60
14372	\$167.31
14375	\$164.12
14376	\$178.84
14378	\$219.85
14379	\$89.40
14381	\$291.67
14382	\$1,191.15
14383	\$120.48
14385	De Minimis
14386	De Minimis
14391	De Minimis
14396	\$36.25
14399	\$107.64
14400	\$9.21
14402	\$321.54
14403	\$55.20
14404	\$8.13

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
14405	\$19.25
14406	\$18.06
14407	\$38.02
14414	\$5.87
14415	\$5.87
14416	\$9.59
14417	De Minimis
14418	De Minimis
14419	\$63.65
14420	\$63.62
14423	De Minimis
14427	De Minimis
14432	De Minimis
14433	De Minimis
14436	\$25,682.46
14445	\$56.65
14447	\$2,287.17
14458	De Minimis
14459	\$229.38
14460	\$53.37
14461	\$53.37
14462	\$30.09
14465	\$62.33
14466	\$83.08
14468	\$62.33
14469	\$62.33
14470	\$74.75
14471	\$83.08
14472	\$83.08
14473	\$93.42
14475	\$2,045.67
14480	\$53.37
14481	De Minimis
14482	\$489.62
14484	De Minimis
14498	\$6.43
14500	\$113.33
14501	\$20.60
14504	De Minimis
14513	\$223.87
14514	\$254.35
14518	De Minimis
14519	\$30.87
14520	\$22.95
14522	\$6.16

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
14523	\$25.66
14524	\$6.17
14539	\$664.07
14543	\$178.64
14544	\$178.62
14548	De Minimis
14556	De Minimis
14557	De Minimis
14564	\$11.96
14567	De Minimis
14571	De Minimis
14577	De Minimis
14578	De Minimis
14579	De Minimis
14580	De Minimis
14581	De Minimis
14582	De Minimis
14585	\$25.75
14586	\$51.50
14590	\$5.56
14591	\$50.25
14592	\$63.98
14595	De Minimis
14596	De Minimis
14597	De Minimis
14598	De Minimis
14603	De Minimis
14604	\$123.75
14605	\$123.75
14606	\$123.75
14613	\$86.49
14615	De Minimis
14636	De Minimis
14639	De Minimis
14651	\$25.75
14652	\$41.20
14653	\$20.60
14654	\$21.34
14658	\$50.80
14659	\$583.61
14660	\$196.18
14662	\$115.63
14664	\$53.65
14665	\$164.82
14669	\$57.82

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
14670	\$171.00
14671	\$20.60
14672	\$37.79
14674	De Minimis
14675	De Minimis
14677	\$9.77
14678	De Minimis
14683	\$1,613.85
14684	De Minimis
14685	De Minimis
14686	\$79.87
14687	\$79.87
14688	\$4,582.96
14690	\$68.13
14693	\$54.88
14699	\$855.33
14717	De Minimis
14726	De Minimis
14729	De Minimis
14730	De Minimis
14731	De Minimis
14732	De Minimis
14733	De Minimis
14734	De Minimis
14735	De Minimis
14736	De Minimis
14737	De Minimis
14738	De Minimis
14739	\$38.50
14740	\$50.86
14750	\$35.25
14755	\$31.72
14756	\$39.82
14758	\$27.50
14759	\$27.50
14763	De Minimis
14767	De Minimis
14769	De Minimis
14774	\$991.09
14778	\$148.47
14785	De Minimis
14788	\$523.62
14805	\$5.59
14806	\$174.20
14808	\$8.29

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
14814	\$5.59
14815	\$5.59
14816	\$10.94
14819	\$174.19
14822	De Minimis
14826	\$10.94
14828	De Minimis
14831	\$5.59
14838	\$372.36
14839	De Minimis
14840	\$10.94
14845	\$5.59
14846	\$10.94
14850	De Minimis
14852	\$10.94
14855	\$80.36
14860	De Minimis
14871	\$543.68
14893	De Minimis
14894	\$4,134.18
14895	\$4,133.56
14896	\$149.20
14897	\$165.03
14898	\$87.33
14902	\$253.11
14904	\$253.11
14906	\$125.49
14910	\$6.34
14913	De Minimis
14915	\$8.07
14917	De Minimis
14919	De Minimis
14921	\$32.14
14922	\$32.14
14930	\$32.04
14932	\$233.93
14934	De Minimis
14935	De Minimis
14936	De Minimis
14938	De Minimis
14940	De Minimis
14941	\$153.77
14942	\$12.51
14947	\$112.45
14950	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
14952	\$597.02
14953	De Minimis
14958	De Minimis
14965	\$336.73
14968	De Minimis
14969	\$130.60
14973	\$352.95
14974	\$169.78
14975	\$169.78
14976	\$240.35
14978	\$2,260.85
14981	\$31.19
14995	De Minimis
14999	\$272.20
15010	De Minimis
15011	De Minimis
15013	De Minimis
15014	De Minimis
15015	De Minimis
15017	De Minimis
15018	De Minimis
15019	De Minimis
15020	De Minimis
15021	De Minimis
15022	De Minimis
15023	De Minimis
15024	De Minimis
15025	De Minimis
15026	De Minimis
15027	De Minimis
15028	De Minimis
15029	De Minimis
15030	De Minimis
15032	De Minimis
15033	De Minimis
15045	\$31.33
15049	\$58.03
15050	\$57.61
15052	De Minimis
15066	\$84.70
15069	De Minimis
15071	\$66.34
15072	\$66.34
15075	De Minimis
15077	De Minimis

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
15078	\$15.32
15079	\$15.32
15080	\$15.00
15084	De Minimis
15087	De Minimis
15101	\$1,664.22
15119	\$33.60
15121	De Minimis
15122	De Minimis
15123	De Minimis
15145	De Minimis
15151	\$12.07
15189	\$3,902.88
15225	\$7,804.97
15236	De Minimis
15237	\$12.72
15240	De Minimis
15257	De Minimis
15316	De Minimis
15327	\$7.76
15328	\$7.70
15332	\$17.22
15361	\$126.00
15363	De Minimis
15364	De Minimis
15365	De Minimis
15367	De Minimis
15368	De Minimis
15369	De Minimis
15418	\$9.12
15422	\$25.06