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**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF WYOMING**

Madeline A. Wright, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

Devon Energy Production Company, L.P.,

Defendant.

Civil Action No. 22-CV-213-KHR

**CLASS REPRESENTATIVE’S BRIEF IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

Class Representative (or “Plaintiff”) respectfully moves the Court for final approval of:

- the Proposed class action Settlement;
- the Notice of Settlement and Plan of Notice; and
- the Proposed Initial Plan of Allocation.

Class Representative’s proposed Judgment is attached as **Exhibit 1**, and Class Representative’s Proposed Initial Plan of Allocation Order is attached as **Exhibit 2**.¹ Class Representative submits that the Settlement is fair, reasonable, and adequate and should be finally approved. **Ex.**

¹ The proposed judgment was attached as Exhibit 2 to the Settlement Agreement (“SA”), Doc. 31-1. 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 (July 16, 2024) have passed.

3, Declaration of Class Representative (“Class Rep. Decl.”).² This conclusion is strongly supported by the fact that no objections and only ten requests for exclusion have been received as of this filing.

BACKGROUND

For the full background of this Litigation, Class Representative refers the Court to the Motion for Preliminary Approval and the Brief in Support (Docs. 31–32), 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 here.

On April 8, 2024, the Court issued an order preliminarily approving the Settlement, approving the Plan of Notice, and ultimately setting a date of August 6, 2024, for the Final Fairness Hearing. Docs. 33–34 (“Preliminary Approval Order”). The Court also approved the Notices of Proposed Settlement of Class Action (“Class Notices”), for mailing and publication. Doc. 33 at 5–7. 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 May 10, 2024, and the present. **Ex. 5**, Declaration of Jennifer Keough Regarding Notice of Settlement (“Keough Decl.”) at 3, ¶¶ 6–8. Notice was also published on the settlement website and in *The Casper Star-Tribune* (May 16, 2024 edition), *The Wyoming-Tribune Eagle* (May 16, 2024 edition), and the *Gillette News Record* (May 14, 2024 edition), as directed in the Preliminary Approval Order. *Id.* at 3–4, ¶¶ 9–11.

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

Class certification remains proper here, as the facts regarding certification haven't changed since the Court entered the Preliminary Approval Order. A general plan of allocation was described in the Notices, along with the other material terms of the SA. *See Ex. 5*, Keough Decl. at Exs. B, C; SA, Doc. 31-1. 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 Plaintiff's expert, Barbara Ley—assumes the Court approves the requests for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the requests for Plaintiff's Attorneys' Fees and Case Contribution Award. The SA contemplates that Class Representative 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. 31-1 at 24, ¶ 6.4.

Following the mailing of the Notices and publication, members of the Settlement Class had sixty-seven (67) days to request exclusion or file an objection. Zero objections and only ten requests for exclusion have been received as of the time of this filing.³ *See Ex. 5*, Keough Decl. at 4–5, ¶¶ 14–17. The lack of any objections and a small number of opt-outs to the Settlement thus far supports 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

Class Representative submits that 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:

1. **First**, the Court conducts a preliminary analysis to determine if the settlement should be preliminarily approved such that the class should be

³ Because this Motion is due before the exclusion and objection deadlines (July 16, 2024), Class Representative will submit a supplement detailing the requests for exclusion and objections, if any, received and indicate those that were properly submitted.

notified of the pendency of a proposed settlement. Manual for Complex Litigation § 21.632 (4th ed. 2004).

2. **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 completed the first step with its Preliminary Approval Order, and notice was effectuated pursuant to the terms of the SA and in the form and manner approved by the Court. *See Ex. 5*, Keough Decl. at 3–4, ¶¶ 6–13. As to the second step, courts in the Tenth Circuit confirm that class certification remains proper and then consider four factors in determining 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

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 owning interests in Wyoming oil and gas wells who:

- (1) received Late Payments from Defendant during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by Defendant dur-

ing the Claim Period, or whose proceeds from Wyoming oil or gas production were Late Payments held in suspense by Defendant and not escrowed or paid during the Claim Period; and

(2) such Late Payments did not include 18% interest.

A “Late Payment” for purposes of this class definition means payment, escrow, or held in suspense by Defendant after the statutory periods identified in W.S. § 30-5-301. Late Payments do not include prior period adjustments, including retroactive adjustments to wells on federal units.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

Doc. 33 at 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 and Brief in Support (*see* Docs. 31–32). Put simply, nothing has changed since the Preliminary Approval Order to call into question the propriety of class certification. 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 nearly 3,000 owners, whose joinder would be impracticable. **Ex. 5**, Keough Decl. at 2–3, ¶¶ 4–8; *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*, 577 U.S. 442, 453 (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 Wyoming. The real property interests at issue are property located in the State of Wyoming, and the payments at issue are governed by Wyoming substantive law. Thus, any choice of law analysis would result in the

application of Wyoming 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 Representative and the other Class Members. **Ex. 3**, Class Rep. 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 Representative 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 1–6, ¶¶ 1–36.

Additionally, Rule 23(b)(3)'s predominance and superiority requirements are satisfied here. *Tyson Foods*, 577 U.S. at 453; *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 (Wyoming law under Wyoming 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 Representative has demonstrated 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 Glob. 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 a day-long mediation session presided over by former federal judge, Layn R. Phillips, who has mediated many oil-and-gas class actions like this one. *See Ex. 4*, Joint Counsel Decl. at 5, ¶ 27. 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).

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 state and federal courts.⁴ Class Counsel are experienced and qualified counsel and represented the Settlement Class honestly and fairly during settlement negotiations. *See Ex.*

⁴ *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.); *Indianola Res., LLC v. Calyx Energy, III, LLC*, No. 21-CV-235-GLJ (E.D. Okla.).

4, Joint Counsel Decl. at 1–6, ¶¶ 1–36. Further, Defendant is represented by highly experienced counsel, who have worked extensively in oil-and-gas and class-action litigation.

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. And Class Representative was directly involved in the negotiations and believes the settlement process resulted in an excellent recovery for the Settlement Class. *See Ex. 3*, Class Rep. Decl. Class Representative expended time and resources prosecuting the Litigation, including communicating with Class Counsel, providing documents and information, sitting for a deposition, and participating in the negotiations that led to the Settlement. *Id.* The Parties and 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-colusive 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).

Many factual and legal issues remain on which the Parties disagree—issues that would ultimately be decided by a court or a jury. Despite Class Representative’s optimism regarding her 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 \$11 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). Furthermore, the Settlement also provides Future Benefits to the Settlement Class, which are estimated to have an additional value of at least \$6.8 million, for a Gross Settlement Value of \$17.8 million. *See Ex. 6*, Ley Decl. at 3, ¶ 8.

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 Representative was 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 3, ¶ 5. 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 Representative and Defendant believe the Settlement is fair and reasonable supports final approval. Class Counsel and Class Representative 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 7, ¶ 40. 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, including in 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. 33 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 thousands of potential Class Members and further diligence was conducted to ascertain proper mailing addresses. Ex. 5, Keough Decl. at 2–3, ¶¶ 4–8. In addition, the Court-approved Notice was published in May 2024 in three newspapers of relevant circulation, *The Casper Star-Tribune* (May 16, 2024 edition), *The Wyoming-Tribune Eagle* (May 16, 2024 edition), and the *Gillette News Record* (May 14, 2024 edition), as directed in the Preliminary Approval Order. *Id.* at 3, ¶ 9. 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.wright-devon.com, beginning on May 10, 2024. *Id.* at 4, ¶¶ 10–11. 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** (at Ex. 2). 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 Glob. 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., Wake Energy, LLC v. EOG Res., Inc.*, 20-CV-183-ABJ, Doc. 83 (D. Wyo. Oct. 17, 2022) (Initial Plan of Allocation Order).

Class Counsel, together with Plaintiff's 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 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 WRPA, with due regard for the production date, the date the underlying payment was made, the amount of the underlying payment, the time periods set forth in the WRPA, any additional statutory interest that Plaintiff's Counsel believes has since accrued, and the distribution of small amounts that may exceed the cost of the distribution (\$5.00). Pursuant to the SA, the Initial Plan of Allocation further assumes a reduction for Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a potential Case Contribution Award, which amounts will ultimately be determined by the Court at the Final Fairness Hearing.

Class Representative 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 or escrow. 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 Representative and Class Counsel respectfully request that the Court enter the proposed Judgment, attached as **Exhibit 1**.⁵ 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.

⁵ **Exhibit 1** reserves space for the Court to rule on objections, if any, and to determine whether to approve requests for exclusion.

Class Representative 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.

Respectfully Submitted,

/s/ Reagan E. Bradford

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COUNSEL FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on July 9, 2024, a true and correct copy of the above and foregoing document was served in accordance with the Local Rules on all counsel of record via the Court's electronic filing system.

/s/ Reagan E. Bradford

Reagan E. Bradford

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF WYOMING**

Madeline A. Wright, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

Devon Energy Production Company, L.P.,

Defendant.

Civil Action No. 22-CV-213-KHR

JUDGMENT

This is a class action lawsuit brought by Madeline A. Wright, formerly known as Madeline A. Carson (“Plaintiff”), on behalf of herself and as a representative of a class of owners (defined below), against Devon Energy Production Company, L.P. (“Defendant”) (“Plaintiff” and “Defendant” collectively the “Parties”) for the alleged failure to pay statutory interest on payments made outside the time periods set forth in the Wyoming Royalty Payment Act, W.S. § 30-5-301, et seq (“WRPA”), for oil and gas production proceeds from oil and gas wells in Wyoming. On March 29, 2024, the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) finalizing the terms of the Settlement.¹

On April 8, 2024, 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 Hearing (the “Preliminary Approval Order”). In the Preliminary Approval Order, the Court, *inter alia*:

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

- 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 Plaintiff Madeline A. Wright as Class Representative; Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel; and Rick Erb 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 Representative's and the Settlement Class claims; (iii) Class Representative 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 Class Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award for Class Representative's 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; (v) described the procedure for objecting to the Settlement or any part thereof; and (vi) directed potential Class Members to where they may obtain more detailed information about the Settlement;
- 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 August 6, 2024, at 2:00 PM [Doc. 34] in the United States District Court for the District of Wyoming; 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 August 6, 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 Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award to Class Representative are fair and reasonable and should be approved;³ and

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

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:

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

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

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 owning interests in Wyoming oil and gas wells who:

(1) received Late Payments from Defendant during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by Defendant during the Claim Period, or whose proceeds from Wyoming oil or gas production were Late Payments held in suspense by Defendant and not escrowed or paid during the Claim Period; and

(2) such Late Payments did not include 18% interest.

A “Late Payment” for purposes of this class definition means payment, escrow, or held in suspense by Defendant after the statutory periods identified in W.S. § 30-5-301. Late Payments do not include prior period adjustments, including retroactive adjustments to wells on federal units.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

4. For substantially the same reasons as set out in the Court’s Preliminary Approval Order, [Doc. 33], 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 August 6, 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 Representative 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 Wyoming, 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 Released 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 and experienced counsel, and the Parties have prosecuted and defended their interests. 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 Representative, and Class Counsel.

10. The Court finds that on April 12, 2024, 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. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of 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. The Court finds that Defendant has agreed not to file a claim against Plaintiff or Class Counsel based upon an assertion that the Litigation was brought by Plaintiff or Class Counsel in bad faith or without reasonable basis. Similarly, the Court finds that Plaintiff has agreed not to file a claim against Defendant or Defendant's Counsel based

upon an assertion that the Litigation was defended by Defendant or Defendant's Counsel in bad faith or without reasonable basis. The Releasing Parties are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties to the fullest extent permitted by law. The Court thus permanently bars and enjoins the Releasing Parties, and each of them (regardless of whether or not any such person or party actually received a payment from the Net Settlement Fund, and without regard as to whether any payment was correctly determined), and all persons acting on their behalf, from directly or indirectly, 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 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 Representative 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 Representative 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. This Judgment, the Settlement, and the Settlement Agreement (including any provisions contained in or exhibits attached to the Settlement Agreement), any negotiations,

statements, or proceedings related thereto, and/or any action undertaken pursuant thereto, shall not be used for any purpose or admissible in any action or proceeding for any reason, other than an action to enforce the terms of the Judgment, the Settlement, or the Settlement Agreement (including, but not limited to, defending or bringing an action based on the Release provided for herein). Specifically, but without limitation, the Judgment, the Settlement, and the Settlement Agreement are not, and shall not be deemed, described, construed to be, or offered as, evidence of a presumption, concession, declaration, or admission by any of the Parties to the Settlement Agreement, or any person or entity, as to the truth of any allegation made in the Litigation; the validity or invalidity of any claim or defense that was, could have been, or might be asserted in the Litigation; the amount of damages, if any, that would have been recoverable in the Litigation; any liability, negligence, fault, or wrongdoing of any person or entity in the Litigation; or whether any other lawsuit should be certified as a class action pursuant to Federal Rule of Civil Procedure 23 or any applicable state rule of procedure. 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 Representative, 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 Representative 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 Plaintiff, Class 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 Plaintiff, Class 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 Plaintiff's Attorneys' Fees or reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request of Class Representative for Case the Contribution Award 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. 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.

23. In the event the Settlement is terminated as the result of a successful appeal of this Judgment, or the Judgment 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.

24. 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 Plaintiff's Attorneys' Fees and reimbursement of reasonable Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representative's request for the Case Contribution Award, 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.

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

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

HONORABLE KELLY H. RANKIN
UNITED STATES DISTRICT JUDGE

Approved as to Form:

/s/ Reagan E. Bradford

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COUNSEL FOR DEFENDANT

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF WYOMING**

Madeline A. Wright, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

Devon Energy Production Company, L.P.,

Defendant.

Civil Action No. 22-CV-213-KHR

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 (Doc. 37-6) and the Settlement Agreement (Doc. 31-1).

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 (Doc. 31-1) and approved by the Court. Pursuant to the Settlement Agreement, the Initial Plan of Allocation reduces the amount available for distribution for estimates of Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Award, which amounts were ultimately determined by the Court at the Final Fairness Hearing and which will be implemented in the Final Plan of Allocation.

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 (Doc. 31-1), which is incorporated herein by reference.

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

HONORABLE KELLY H. RANKIN
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF WYOMING**

Madeline A. Wright, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

Civil Action No. 22-CV-213-KHR

Devon Energy Production Company, L.P.,

Defendant.

DECLARATION OF MADELINE A. WRIGHT

I, Madeline A. Wright, 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 this lawsuit and upon information provided to me 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 Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Award.
3. By submitting this declaration, I neither intend to, nor do I, waive any protections available to me, including, the attorney-client privilege, work product privilege, or any other privileges that may apply.
4. I own mineral interests in Wyoming properties operated by Devon Energy Production Company, L.P. ("Devon"), including in the Wright Fed 05-084372-1XPH well in Campbell County, Wyoming.

5. Devon has remitted oil and gas proceeds to me, including proceeds related to production from January 2015 which was paid to me in April 2016.

6. That payment did not include interest under the Wyoming Royalty Payment Act (“WRPA”) despite it being late under the WRPA’s payment timelines.

7. As a result, I engaged Class Counsel to pursue claims for late payment of oil and gas proceeds.

8. As part of the engagement, I was advised of the commitment to fulfill the responsibilities of the 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 would incur, and the high level of representation to be provided by Class Counsel. I understood that a forty percent contingency fee was the market rate for similar actions. I also understood that Class Counsel would work on a fully contingent basis and that I would not pay hourly rates for the engagement. My claim was not big enough to pay the fees and expenses necessary to litigate this matter to completion on a pay-as-you-go or hourly basis.

10. I have been involved in this lawsuit since before the filing of the original complaint. By participating in this lawsuit, I hoped to obtain a monetary recovery for myself and other owners who were not paid interest under the WRPA.

11. This action has been actively litigated for nearly two years, which included pursuing document productions, reviewing documents, consulting with experts, reviewing and analyzing

ing complex accounting information, taking multiple depositions, creating damages modeling, negotiating a settlement, reviewing settlement documents, and seeking the Court's approval of the Settlement.

12. I collected my own documents for discovery and reviewed and approved discovery responses and other filings. I also sat for a deposition, which included preparation over the course of weeks before the deposition.

13. I was also closely involved in the negotiation process and attended the mediation in California that ultimately resulted in a settlement.

14. I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Settlement Class, which provides an up-front cash value of \$11 million. This amount, after reduction for court-approved Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration Expenses, Notice and Distribution Costs, and Case Contribution Award, if any, will be distributed to Class Members once the Settlement becomes Final and Non-Appealable, if approved. I believe this is a substantial and excellent recovery for the Settlement Class.

15. It is my understanding that this case is the largest settlement for statutory interest on a class basis under the WRPA.

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

17. The Settlement is a substantial recovery for the Settlement Class under circumstances where it was possible that no recovery at all would be obtained. I fully support this Settlement as fair, reasonable, and adequate for the Settlement Class.

18. I am very pleased with the efforts of Class Counsel who always conducted themselves with professionalism and diligence while effectively representing the interests of the Settlement Class and myself.

19. Class Counsel is collectively applying for an award of Plaintiff's Attorneys' Fees out of the \$11 million Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this lawsuit.

20. Because of Class Counsel's efficient and outstanding work, I fully approve of Class Counsel's application for fees from the Gross Settlement Fund. I approve of Class Counsel's request for reimbursement of their reasonable and necessarily incurred Litigation Expenses. I understand that if the award is granted, Plaintiff's Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the \$11 million Gross Settlement Fund.

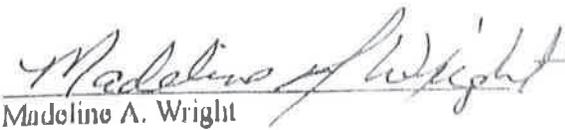
21. While I will recover only my pro rata share of the Net Settlement Fund, I intend to seek a Case Contribution Award for my representation of the Settlement Class. The court-approved Notice states that I seek a Case Contribution Award of 2% of the Gross Settlement Fund to compensate me for my service as named plaintiff and class representative. This amount is based on the amount of time dedicated to the lawsuit, which was substantial and included many hours of time, dedication, and travel, as well as the expense, risk, and burden of serving as class representative in the lawsuit, and a reasonable estimate of the time to be dedicated to the lawsuit through the final distribution of the Net Settlement Fund to Class Members. I believe that such an award is justified in this case.

22. I was not promised any recovery or made any guarantees prior to filing this lawsuit, nor at any time during the lawsuit.

23. Based on these efforts and the benefits obtained for the Settlement Class, I submit that a Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the \$11 million Gross Settlement Fund.

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

Executed on: June 25, 2024


Madeline A. Wright

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF WYOMING**

Madeline A. Wright, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

Civil Action No. 22-CV-213-KHR

Devon Energy Production Company, L.P.,

Defendant.

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

The undersigned Class Counsel jointly submit this declaration under penalty of perjury in support of Plaintiff’s Motion for, and Brief in support of, Final Approval of the Class Settlement and Plaintiff’s Motion for, and Brief in support of, Approval of Plaintiff’s Attorneys’ Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Award, which are filed contemporaneously with this declaration.¹ The statements made are based upon the personal knowledge and information for each of us.

BACKGROUND

Attorney Information

1. We have litigated many class actions and complex commercial litigations in various 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. 31-1).

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.); *Indiana Res., LLC v. Calyx Energy, III, LLC*, No. 21-CV-235-GLJ (E.D. Okla.). In addition to those prior recoveries, we are actively litigating numerous other class claims related to oil-and-gas royalty and proceeds payments. More information about us may be found on the firm website, www.bradwil.com.

3. Mr. Erb is a sole practitioner at Richard A. Erb Jr., P.C., and has practiced law in Wyoming for nearly thirty years. He maintains his principal law office in Gillette, Wyoming, while also maintaining a firm office in Buffalo, Wyoming. Mr. Erb represents his clients in a wide variety of matters and has significant experience in both Wyoming federal and state courts. Mr. Erb is a member of the Wyoming Trial Lawyers Association and in the past has served the Wyoming Bar Association on various committees. Mr. Erb obtained his bachelor's degree from Eckerd College and his juris doctor from the University of Wyoming College of Law. Mr. Erb has previously served as Additional Class Counsel in an oil-and-gas class action. *Wake Energy, LLC v. EOG Res., Inc.*, No. 20-CV-183-ABJ (D. Wyo.). More information about Mr. Erb may be found on his firm's website, www.rickerb.com.

4. The Court has appointed Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel and Rick Erb as Additional Class Counsel. Doc. 33 at 4, ¶ 4.

5. As Class Counsel, the foregoing have achieved an exceptional result, obtaining a settlement with a total cash value of \$11,000,000.00. In addition to that up-front cash payment, the settlement will result in Future Benefits of at least \$6,800,000.00 to the Settlement Class over the next eight years. *See* Doc. 37-6, Ley Decl. at 3, ¶ 8. All told, the Gross Settlement Value of the Settlement is \$17,800,000.00. *Id.*

Work Completed Before Filing Suit

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

7. From reviewing Plaintiff's records, we determined Plaintiff had a possible claim against Devon for statutory interest under the Wyoming Royalty Payment Act.

8. We reviewed and analyzed the documents and information available to us, including correspondence, legal instruments, and publicly available information about Devon and its business in Wyoming.

9. 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.

10. Based on our review and analysis, and after discussing the same with Plaintiff, we filed this Litigation.

Work Done After Filing

11. **Litigation Efforts.** Plaintiff initiated this action on September 29, 2022, alleging that Defendant violated the Wyoming Royalty Payment Act, WYO. STAT. § 30-5-301 (“WRPA”). Doc. 1.

12. Plaintiff alleged that she received payments from Devon outside of the WRPA’s payment timelines, and that Devon didn’t pay her statutory interest for those payments. Doc. 1. Plaintiff sought to pursue her own claim for statutory interest under the WRPA and also to pursue the WRPA statutory interest claim on a classwide basis. *Id.*

13. Devon filed its answer on November 11, 2022. Doc. 12.

14. The parties conferred on and submitted a joint motion for entry of a protective order on January 12, 2023. Doc. 18. The parties also conferred on and submitted a joint case management plan on January 12, 2023. Doc. 19.

15. The Court entered the Stipulated Protective Order on January 13, 2023. Doc. 20. And the Court entered the Scheduling Order on January 19, 2023. Doc. 21.

16. In that scheduling order, the Court ordered the parties to schedule periodic discovery conferences with the assigned magistrate every ninety days. *Id.* at 1.

17. Plaintiff issued her first set of written discovery requests on December 12, 2022, and Devon served its first set of written discovery requests on December 21, 2022.

18. Devon served its responses on February 9, 2023, and Plaintiff served her responses on February 28, 2023. Devon also served its first supplemental responses on May 2, 2023.

19. Plaintiff issued her second set of written discovery requests on September 7, 2023.

20. Devon served its second supplemental responses to Plaintiff's first requests on September 15, 2023, and served its responses to Plaintiff's second set of requests on October 10, 2023.

21. These discovery requests and responses resulted in voluminous productions, including the production of electronically stored information. Plaintiff produced over 2,200 documents, and Devon produced nearly 20,000 documents across nineteen volumes.

22. Additionally, Plaintiff's counsel deposed four of Devon's witnesses, two of which covered corporate-representative topics. Plaintiff also sat for a deposition.

23. Throughout this discovery process, the parties participated in periodic discovery conferences with the assigned magistrate judge, as required in the scheduling order.

24. Following the close of class-certification discovery, Plaintiff filed her expert disclosures on November 17, 2023, which consisted of a twelve-page report from Plaintiff's expert, Barbara A. Ley, CPA, CITP, CFF. *See* Doc. 26-1.

25. Defendant filed its expert disclosures on January 19, 2024, which consisted of a thirty-five-page report from its expert Angela Paslay, CPA.

26. **Resolution Efforts.** During the class-certification discovery process, the parties discussed the prospect of mediating prior to class certification briefing.

27. The parties ultimately agreed to do so, and agreed to engage former federal judge, Layn R. Phillips, to serve as mediator. Layn Phillips is nationally recognized for his experience in mediating large, complex civil cases, including multiple oil-and-gas class actions like this case.²

28. The parties set a mediation date of February 1, 2024.

² More information about Layn Phillips may be found at: <https://phillipsadr.com/our-team/layn-phillips/> (last visited July 9, 2024).

29. Prior to that mediation session, the parties engaged in extensive mediation briefing. The parties filed their opening mediation briefs on January 4, 2024, and then filed their response briefs on January 19, 2024.

30. All told, the parties exchanged over 60 pages of mediation briefing, accompanied by 27 exhibits, which spanned over 450 pages. This robust briefing cycle allowed the parties to fully assert their—and to test the other side’s—legal and factual arguments ahead of class-certification briefing.

31. Following this extensive mediation briefing, the parties each had multiple one-on-one calls with Layn Phillips’s staff before the mediation session, during which calls the parties discussed and explained their respective positions. Further, the parties each received a list of written questions—for which they prepared responses—from Layn Phillips’s staff.

32. The parties then attended the mediation session on February 1, 2024.

33. Although the parties were not able to reach a resolution that day, the day-long mediation session helped move the parties materially closer in negotiations. With the continued assistance of the mediator and his staff, the parties continued their resolution efforts following the mediation session and were ultimately able to reach an agreement on key terms, which the parties reflected in a term sheet executed on February 20, 2024.

34. That same day, the parties informed the Court of the executed term sheet, and the Court vacated the existing scheduling order. *See* Doc. 29.

35. The parties then worked to memorialize their agreement into a formal settlement agreement, which they executed on March 29, 2024. *See* Doc. 31-1.

36. Class Counsel filed the motion for and brief in support of Preliminary Approval on April 5, 2024. Docs. 31–32. The Court entered the Preliminary Approval Order on April 8, 2024. Doc. 33. The Court subsequently reset the Final Fairness Hearing to August 6, 2024. Doc. 34.

37. **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. 37-5), and to formulate the Initial Plan of Allocation (Doc. 37-6). These efforts required extensive communication and effort to effectuate the Notice campaign and to formulate the Initial Plan of Allocation in accordance with the Court's Preliminary Approval Order and the terms of the Settlement Agreement.

The Positive Reaction to the Settlement

38. Since the Notice campaign was effectuated, and at the time this declaration was executed, ten requests for exclusion have been received and no objections have been received. *See* Doc. 37-5, Keough Decl. at 4, ¶¶ 14–15. Because this declaration is required to be filed before the deadline for filing objections or requesting exclusion (July 16, 2024), Class Counsel will update the Court after the Court imposed deadline regarding any requests for exclusion or objections submitted or received at that time.

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

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

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

Plaintiff's Attorney's Fees

42. Plaintiff 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.

43. As numerous federal courts in the Tenth Circuit have recognized, a 40% contingent fee is standard in oil-and-gas class actions like this one. *See, e.g., Wake Energy, LLC v. EOG Res., Inc.*, 20-CV-183-ABJ, Doc. 84 (D. Wyo. Oct. 17, 2022) ("I find this fee [40%] is consistent with the market rate and is in the range of the 'customary fee' in class actions.");

El Dorado Minerals, LLC v. Coffeyville Resources Refining & Marketing LLC, No. 23-CV-249-JAR, Doc. 27 (E.D. Okla. Jan. 8, 2024) (“Class Counsel and Class Representative negotiated and agreed to prosecute this case based on a contingent fee up to 40%. I find this fee is consistent with the market rate and is in the range of the ‘customary fee’ in oil-and-gas class actions[.]”); *Johnston v. Camino Nat. Res., LLC*, No. 19-CV-2742-CMA-SKC, Doc. 69 (D. Colo. June 22, 2021) (“The requested fee [40%] is within the normal range for a contingent fee award.”); *Feerer v. Amoco Prod. Co.*, No. 95-0012-JC/WWD, 1998 U.S. Dist. LEXIS 22248, at *42–43 (D.N.M. May 28, 1998); see also *Henry Price Tr. v. Plains Mktg.*, No. 19-cv-390-KEW, Doc. 77 (E.D. Okla. Mar. 26, 2021); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ, Doc. 74 (N.D. Okla. Apr. 28, 2021); *Swafford v. Ovintiv Inc., et al.*, No. 21-CV-210-SPS, Doc. 33 (E.D. Okla. Nov. 3, 2021); *Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.*, No. 19-CV-514-JFH-JFJ, Doc. 62 (N.D. Okla. Dec. 3, 2021); *Joanne Harris Deitrich Tr. A v. Enerfin Res. I Ltd. P’ship, et al.*, No. 20-CV-1199-F, Doc. 65 (E.D. Okla. July 25, 2022); *Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-084-KEW, Doc. 38 (W.D. Okla. July 11, 2022); *Rounds, et al. v. FourPoint Energy, LLC*, No. 20-CV-52-P, Doc. 136 (W.D. Okla. Aug. 23, 2022); *McKnight Realty Co. v. Bravo Arkoma, LLC*, No. 20-CV-428-KEW, Doc. 59 (E.D. Okla. July 18, 2022); *Dasa Invests., Inc. v. Enervest Operating, L.L.C.*, No. 18-CV-83-SPS, Doc. 117 (E.D. Okla. Mar. 23, 2020); *Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.*, No. 17-cv-336-KEW, Doc. 71 (E.D. Okla. Mar. 3, 2020); *Reirdon v. Cimarex Energy Co.*, No. 16-cv-445-SPS, Doc. 132 (E.D. Okla. Jan. 29, 2020); *Chieftain Royalty Co. v. Marathon Oil Co.*, No. CIV-17-334-SPS, Doc. 120 (E.D. Okla. Mar. 6, 2019); *Reirdon v. Cimarex Energy Co.*, No. 16-CV-113-KEW, Doc. 105 (E.D. Okla. Dec. 18, 2018); *Cecil v. BP America Production*, No. 16-CV-410-KEW, Doc. 260 (E.D. Okla. Nov. 19, 2018); *Chieftain Royalty Co. v. XTO Energy, Inc.*, No. CIV-11-29-KEW, Doc. 231 (E.D. Okla. Mar. 27, 2018); *Reirdon v. XTO Energy, Inc.*, No. 6:16-CV-00087-KEW, Doc. 124 (E.D. Okla. Jan. 29, 2018); *Chieftain Royalty Co. v. Laredo Petroleum, Inc.*, No. CIV-12-1319-D, Doc. 52 (W.D. Okla. May 13, 2015).

44. Based upon our experience, knowledge, education, study, professional qualifications, and the thrust of authority listed *supra*, we believe that the 40% contingent fee agreed to with Plaintiff is the market rate for this case and is fair and reasonable.

45. 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.

46. In the context of the Gross Settlement Value of \$17,800,000.00, Class Counsel's fee request of \$4,400,000.00 represents ~24.72% of the total recovery. Courts consider the overall settlement value—not just the up-front cash component—when valuing the percentage of fees requested in a class action. *See, e.g., Principles of the Law of Aggregate Litigation*, § 3.13(b) (American Law Institute, 2010) (“[A] percentage-of-the-fund approach should be the method utilized in most common fund cases, with the percentage being based on both the monetary and the nonmonetary value of the judgment or settlement.”); *Camden I Condominium Ass’n, Inc. v. Dunkle*, 946 F.2d 768, 773-74 (11th Cir. 1991) (instructing that courts should consider, among other factors, “any nonmonetary benefits conferred upon the class by the settlement” in determining reasonable attorneys’ fees to be paid from common fund recovery); *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir. 2003) (holding “where the value to individual class members of benefits deriving from injunctive relief can be accurately ascertained . . . courts may include such relief as part of the value of a common fund for purposes of applying the percentage method of determining fees”).³

³ *See also Chieftain Royalty Co. v. QEP Energy Co.*, No. CIV-11- 212-R, Doc. 182 (W.D. Okla. May 31, 2013) (awarding 30% of overall settlement value, which represented 39% of the up-front cash component); *Reirdon v. Cimarex Energy Co.*, No. 16-CV-113-KEW, Doc. 105 (E.D. Okla. Dec. 18, 2018) (awarding 18.5% of overall settlement value, which represented 40% of the up-front cash component); *Chieftain Royalty Co., et al. v. Marathon Oil Co.*, No. CIV-17-334-SPS, Doc. 120 (E.D. Okla. Mar. 8, 2019) (awarding 19% of overall settlement value, which represented 40% of the up-front cash component); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ, Doc. 74 (N.D. Okla. Apr. 28, 2021) (awarding 17.88% of overall settlement value, which represented 40% of the up-front cash component);

47. To analyze a class action fee request, Courts in the Tenth Circuit 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).

48. **The time and labor required:** The first consideration is not prominent in a contingent fee case such as this. *See Wake Energy*, 20-CV-183-ABJ, Doc. 84 at 4 (D. Wyo. Oct. 17, 2022) (“[I]n the Tenth Circuit, the percentage of the fund method is preferred [and] neither a lodestar nor a lodestar cross check is required.”). Our efforts in this matter are discussed *supra*. In sum, we believe our litigation efforts demonstrate the time and labor we invested in this matter. This factor supports the fee request.

49. **The novelty and difficulty of the questions presented by the litigation:** “Class actions are known to be complex and vigorously contested.” *Id.* at 6. “The legal and factual issues litigated in this case involved complex and highly technical issues.” *Id.* 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.

50. **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. *Id.* at 7 (“I find the Declarations and other undisputed evidence submitted demonstrate 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

Chieftain Royalty Co. v. XTO Energy Inc., No. CIV-11-29-KEW, Doc. 231 (E.D. Okla. Mar. 27, 2018) (awarding 14.9% of overall settlement value, which represented 40% of the up-front cash component); *Cecil v. BP America Prod. Co.*, No. 16-CV-410-KEW, Doc. 260 (E.D. Okla. Nov. 19, 2018) (awarding 26.6% of overall settlement value, which represented 40% of the up-front cash component); *Feerer v. Amoco Prod. Co.*, No. 95-0012 JC/WWD, 1998 U.S. Dist. LEXIS 22248, at *42-43 (D.N.M. May 28, 1998) (awarding fees in the amount of \$20,542,665, which represented 41.9% of \$49,000,000 cash portion of settlement and “approximately 27.7% to 29.5% of the current value of the settlement” based upon the agreed-upon future changes to royalty payment calculations).

ability to develop creative legal theories, and the skill to respond to a host of legal defenses.”). The claim at issue in this case required far more than standard litigation skills, requiring Class Counsel to appreciate and identify nuanced accounting details as well as to navigate the specific nuances of Devon’s specific accounting processes and software, including as those have developed and shifted over an eight-year period. Because these claims require such unique experience and skillsets, very few firms even undertake such litigation.

51. **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.* (“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 matter.”).

52. **The customary fee:** As shown above, the customary fee in oil-and-gas class actions like this one is 40%. *See supra* ¶ 43. 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.

53. **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 Wake Energy, 20-CV-183-ABJ, Doc. 84 at 8 (D. Wyo. Oct. 17, 2022)* (“Class Counsel undertook this matter on a purely contingent fee basis (with the amount of any fee being subject to Court approval), assuming a risk that the matter would yield no recovery and leave them uncompensated. Courts consistently recognize that the risk of receiving little or no recovery is a major factor in considering an award of attorneys’ fees.”). When successful, a contingent fee must significantly exceed an hourly fee to recognize the risk of a substantial financial loss if the plaintiff is

unsuccessful. Both types of fee structures are used in different settings, and both are ethical, legal, and reasonable. The fee in this case was a contingent fee case. This factor supports the fee request.

54. **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.

55. **The amount in controversy and the results obtained:** The Parties had varying damage models, as is customary. The \$11,000,000.00 in up-front cash represents the majority of principal damages calculated by Plaintiff's 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. Eckert*, 461 U.S. 424, 436 (1983) (the "critical factor is the degree of success obtained"). To Class Counsel's knowledge, this Settlement is the largest WRPA settlement in Wyoming history. Many oil-and-gas class actions have settled for a lower proportionate recovery of actual damages recovered here, and some oil-and-gas class actions have failed altogether. Further still, Plaintiff was able to secure additional go-forward benefits for the Class valued at \$6,800,000.00, for a Gross Settlement Value of \$17,800,000.00. This factor supports the fee request.

56. **The experience, reputation, and ability of the attorney:** We have extensive experience with both class actions and royalty underpayment and late payment suits, as many federal courts in the Tenth Circuit have previously found, including this Court. *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.

57. **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 Wake Energy*, 20-CV-183-ABJ, Doc. 84 at 8 (D. Wyo. Oct. 17, 2022) ("Compared to most civil litigation, this

matter fits the ‘undesirable’ test and no other law firms or plaintiffs have asserted these class claims against Defendant. Few law firms risk investing the time, trouble, and expenses necessary to prosecute this Litigation for two years.”). This factor supports the fee request.

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

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

60. Overall, the factors, and certainly the most important factors, support a 40% fee from the up-front cash payment of \$11,000,000.00, which equates to a ~24.72% request of the Gross Settlement Value of \$17,800,000.00.

Litigation Expenses

61. 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 \$220,760.23.

62. 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 \$39,239.77 in Litigation Expenses through the conclusion of this Litigation.

Administration, Notice, and Distribution Costs

63. The court-appointed Settlement Administrator, JND, has incurred \$24,078.84 in Administration, Notice, and Distribution Costs as of May 31, 2024. *See* Doc. 37-5, Keough Decl. at 5, ¶ 18. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Gross Settlement Fund.

64. JND estimates that it will require an additional \$65,921.16 in Administration, Notice, and Distribution Costs to complete the settlement process, for an overall total cost of \$90,000.00 in Administration, Notice, and Distribution Costs. *Id.*

Case Contribution Award

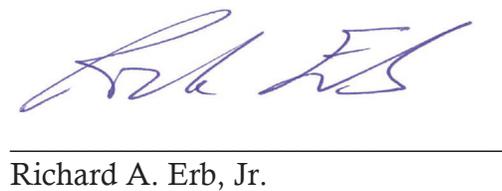
65. Plaintiff was indispensable in this Litigation. *See* Doc. 37-3, Class Rep. Decl. Plaintiff engaged experienced counsel, significantly assisted with the Litigation, with the negotiation of the settlement, and with the process for completing and seeking approval of the Settlement. Additionally, Plaintiff searched and collected documents from her own records, sat for a deposition, and personally attended a long mediation session in California. When reason and common sense suggested mediating a resolution, Plaintiff assisted in the process to ensure it was fair, reasonable, fully adversarial, and non-collusive. Plaintiff has earned a Case Contribution Award, and 1–2% is common in oil-and-gas class actions. *See, e.g., Wake Energy*, 20-CV-183-ABJ, Doc. 84 at 11 (D. Wyo. Oct. 17, 2022) (“The [1.5%] request is consistent or below awards entered in similar cases.”); *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.”).

66. Here, as set forth in the Notice, Plaintiff seeks a case contribution award of \$220,000.00, which amounts to 2% of the Gross Settlement Fund or ~1.24% of the Gross Settlement Value of \$17,800,000.00. Having worked with Plaintiff throughout the Litigation,

we fully support this request and believe the time and effort expended by Plaintiff merits a Case Contribution Award of this value.


Reagan E. Bradford


Ryan K. Wilson


Richard A. Erb, Jr.

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF WYOMING**

Madeline A. Wright, formerly known as
Madeline A. Carson, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

Devon Energy Production Company, L.P.,

Defendant.

Civil Action No. 22-CV-213-NDF

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

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.

3. JND is serving as the Settlement Administrator in the above-captioned litigation (the “Action”) pursuant to the Court’s Preliminary Approval Order entered April 8, 2024.

CLASS MEMBER DATA

4. On April 1, 2024, JND received a spreadsheet containing a total of 4,780 line items comprising owner names, mailing addresses, and other identifying owner information. On April 15, 2024, JND received a revised spreadsheet that identified a subset of 2,779 owner records for the purposes of establishing a notice population of potential Class Members. JND promptly loaded the potential Class Member data into a database established for this administration.

5. 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 132 records. JND also conducted advanced address research through TransUnion’s TLO service on 72 records with no address but for which sufficient information was available for research and identified an updated address for 22 records. Of the 2,779 potential Class Member records, a mailing address could not be located for 78 records, leaving a total of 2,701 unique potential Class Members with a mailing address (“Initial Class Mailing List”).

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.

NOTICE MAILING

6. On May 10, 2024, JND caused the mailed Notice of Settlement to be mailed via USPS first-class mail to the 2,701 potential Class Members in the Initial Class Mailing List. A representative sample of the mailed Notice of Settlement is attached hereto as **Exhibit A**.

7. 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.

8. As of the date of this Declaration, JND has tracked 213 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 advanced address research through TransUnion's TLO service, which located updated addresses for 59 Class Members. JND duly re-mailed the Notice of Settlement to those potential Class members for whom a new address was obtained. Of the notices forwarded or remailed in this manner, five (5) have been returned as undeliverable.

SUMMARY NOTICE

9. JND caused the summary Notice of Settlement to be published on May 14, 2024, in *Gillette News Record*, and on May 16, 2024, in *The Casper Star-Tribune* and *The Wyoming-Tribune Eagle*. Digital copies of the Notice of Settlement as seen in these publications are attached hereto as **Exhibit B**.

SETTLEMENT WEBSITE

10. On May 10, 2024, JND established a dedicated website (www.wright-devon.com), which hosts copies of important case documents, including the Original Class Action Complaint, the Stipulation and 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 C**.

11. As of the date of this Declaration, the website has tracked 286 unique users with 730 pageviews. JND will continue to update and maintain the website throughout the administration process and final approval process.

TOLL-FREE INFORMATION LINE

12. On May 10, 2024, JND established a case-specific toll-free telephone number (1-855-208-4127) 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.

13. As of the date of this Declaration, the toll-free number has received 36 calls.

REQUESTS FOR EXCLUSION

14. 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 July 16, 2024.

15. As of the date of this Declaration, JND has received Requests for Exclusion for ten (10) Class Members. A list of the owners requesting exclusion is attached hereto as **Exhibit D**.

OBJECTIONS

16. 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 July 16, 2024.

17. As of the date of this Declaration, JND has not received and is not aware of any objections.

SETTLEMENT ADMINISTRATION COSTS

18. As of May 31, 2024, JND had incurred \$24,078.84 in administration fees and costs. JND currently estimates the total cost of bringing the administration of the Settlement to completion will not exceed \$90,000.00.

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

Executed on July 9, 2024, at Seattle, Washington.

BY: 

JENNIFER M. KEOUGH

Exhibit A

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

**If You Have Received a Payment
from Devon Energy Production
Company, L.P. for Production from
an Oil and Gas Well in Wyoming,
You Could Be a Part of a Proposed
Class Action Settlement.**

Who Is Included?

You are a member of the Settlement Class if, (1) from September 29, 2014, to October 15, 2023, Defendant paid or escrowed your Wyoming oil-and-gas proceeds later than the time periods required by Wyoming law, or (2) Defendant held your Wyoming oil-and-gas proceeds in suspense without paying or escrowing the proceeds on or before December 31, 2023, and beyond the time periods required by Wyoming law and (3) Defendant did not include statutory interest on such proceeds. The Class has been preliminarily approved for settlement only. There are exclusions.

Wright-Devon Settlement
c/o JND Legal Administration
PO Box 91398
Seattle, WA 98111



ID:

There is a proposed Settlement in a putative class action lawsuit filed against Devon Energy Production Company, L.P. (“Defendant”) called *Wright v. Devon Energy Production Company, L.P.*, No. 22-CV-213-KHR, in the U.S. District Court for the District of Wyoming. The Lawsuit claims Defendant failed to pay statutory interest on certain Wyoming oil-and-gas proceeds paid, escrowed, or held in suspense outside the time periods of the Wyoming Royalty Payment Act (“WRPA”). Plaintiff has asserted claims for breach of the WRPA. Defendant denies all liability.

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 \$11,000,000 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. Class Counsel will seek attorneys’ fees up to 40% of the Gross Settlement Fund; reimbursement of expenses incurred in prosecuting the case; and settlement administration, notice, and distribution costs, all to be paid from the Settlement. Plaintiff will seek a contribution award of up to 2% of the Gross Settlement Fund.

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 **July 16, 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 **July 16, 2024**, following 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 **August 6, 2024**, at 2:00 p.m. MDT at the United States District Court for the District of Wyoming, 2120 Capitol Avenue, Cheyenne, Wyoming 82001. 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.WRIGHT-DEVON.COM OR CALL TOLL-FREE 1-855-208-4127

Exhibit B

WYOMING

University of Wyoming to close DEI office, reassign staff in response to legislative mandate

Board of Trustees voted unanimously to close the office, reassign positions elsewhere

By MADELYN BECK WYOFLE.COM

The University of Wyoming is closing its Office of Diversity, Equity and Inclusion, and its staff will be reassigned and many of its programs will continue.

The school's Board of Trustees backed President Ed Seidel's recommendation Friday to close the office, with Trustee Michelle Sullivan saying they were put in "an impossible situation." Earlier this year, the Wyoming Legislature — UW's largest funder — cut the university's block grant and forbade it from spending that appropriation on the DEI office.

In addition to closing the office and reassigning staff, Seidel said the university will create "a vice provost for faculty, staff and student access, opportunity and well being." That position will help transition programs previously under the DEI office into new university units.

Programs that are either required or key to UW community success will be maintained, Seidel said, including, but not limited to: "Academic freedom, research freedom, compliance with federal laws — including the Americans with Disabilities Act, Title VI, VII and IX — Native American Affairs, the Shepard Symposium, the Latina Youth Conference, and others."

In a later press release, he added that the university will seek out private funding for "preferential" programs deemed essential to helping students, like the Wyoming Latina Youth Conference and Women in STEM activities.

The Legislature's decision and the university's subsequent conversations about how to respond prompted widespread discussion, both in previous board meetings and in other public comments. Seidel noted this in his statement released after Friday's vote.

"What I can say is that we are moving forward the best we can to meet the expectations of elected officials and the people of Wyoming and continue serving our students and communities," he said.

UW leaders considered five options for responding to the Legislature's decision to defund the DEI office. More severe suggestions included laying off all of the employees within the office. On the other end, school leaders could have kept the office, but funded it through private support.

Employment practices

Beyond the DEI office, the university is also changing employment practices, effective immediately.

"We will not allow units of UW to require job candidates to submit statements regarding diversity, equity and inclusion," Seidel said. "We will not have a requirement for employees to be evaluated on components of diversity, equity and inclusion in the performance evaluation process. These actions reaffirm UW's commitment to merit-based employment practices including hiring and promotion."

This aligns with what MIT did recently, ending diversity statements in hiring.

Seidel also plans to look into many other practices listed in a working group report to ensure UW doesn't encourage preferential treatment. That includes admissions practices, speakers at the university, recruitment, retention, scholarship awards, assistantships, some research programs, summer institutes and student organization structures.

"I am committed to maintaining and enhancing a campus community that promotes success for all, and I encourage all of us to lean into this next chapter for our university," he said.

What's in a name?

In prior board meetings, trustees, students, staff and others discussed the meaning of DEI — both to opponents that want to see it eliminated and to the UW community itself.

Seidel's working group looked into what it believed was the Legislature's intent when it aimed to eliminate funding for DEI.

The group's new definition of DEI — which trustees also adopted Friday — included things like promoting programs that give advantages or disadvantages based on race, color, sex, national origin, gender identity, or sexual orientation.

The definition also said DEI would mean promoting the "position that the action of a group or an individual is inherently, unconsciously, or implicitly biased, privileged or inherently superior or inferior on the basis of color, sex, national origin, gender identity, or sexual orientation."

"There are many things that we do under the umbrella of DEI that do not fit within those definitions," Board of Trustees Chairman Kermit Brown said Thursday before opening up public comment. "And it's not the intent of the university to terminate any of those things."

Efforts to eliminate DEI aren't about eliminating diversity or inclusivity, according to Megan Degenfelder, the state's superintendent of public instruction and an ex-officio trustee.

"What we're talking about here is an extreme interpretation that has really taken over the definition of DEI and made it into this preferential treatment of one race, one gender over another, and then this notion of one race, gender being inherently racist over another," she said. "That's what people across the state are very angry about and they don't want to see at their university."

Trustees, Seidel and Degenfelder noted the differences between UW and many other universities across the country. For example, Seidel said, UW never had admissions policies that considered an applicant's race, which the

U.S. Supreme Court found to be illegal for institutions like Harvard. The student vigil for recent deaths in Israel and Gaza was another example trustees noted. In contrast to protests at some other college campuses, the vigil remained peaceful.

Public comment

As was the case in March, staff, students and alumni reiterated passionate support for the DEI office on Thursday. They talked about how it helped them, could help others and supports diverse members of the university, including veterans, people with disabilities, Native Americans and members of the LGBTQ+ community. They talked about the importance of having a central office where all these groups could go for help.

"This is not about an agenda," said UW student Paula Medina. "This is about students having a place on campus — students who previously have not had places on campus."

Unlike the March meeting, though, there was opposition to the DEI office: three current and former Natrona County Moms for Liberty members.

"DEI fosters a culture of groupthink, fear, resentment, entitlement, and increasingly distrust of leaders and institutions," said Jennifer Hopkins, former Moms for Liberty and current Natrona County school board member. "Diversity simply means replacing some members with others with different characteristics."

The office is at odds with American ideals of meritocracy, added fellow school board member Mary Schmidt. Beyond that, Schmidt said the true intent of DEI departments isn't to promote diversity, but "to facilitate a societal shift in the communities of Wyoming through the promotion of gender chaos."

She referenced UW's fight to stop a preacher from tabling at the university for targeting a transgender student with a sign, the lawsuit over that student's admission into a UW sorority, and Seidel's statement when Sen. Cynthia

Lummis was booted for her commencement speech stating that there were only two genders.

Hopkins and Schmidt's comments were met with a few boos. Another commenter speaking in support of DEI was met with applause. That stopped after a little scolding, though.

"The boing, the applause is inappropriate on both sides, so I would appreciate it if you would just knock it off," Brown said.

There was also pushback to the trio's anti-DEI claims, including from Michelle Mason, who's getting a second Ph.D. at UW while writing about power dynamics in academia. The concerns are more about the label of DEI than the work, she said, similar to critical race theory a few years ago.

"We do not push an agenda, people come to our office asking for services," she said. "Just because the Legislature has a warped view of what DEI is does not make it true."

And finally, there were concerns about how actions that affect DEI programs could harm the institution's ability to attract and retain students and employees.

"I would say please think not only about what the state or the working group thinks, but also think about what the students think," said Kameron Murfitt, president of the Associated Students of the University of Wyoming.

He referenced a spring student issue survey, which found that half of participating students felt there wasn't enough being done to support LGBTQ+ students. Another third weren't sure. To support that group further, students wrote in support of DEI office.

Both Natrona County Moms for Liberty Chapter Chair Sarah Bieber and several students noted that many of the programs under the DEI office — like multicultural affairs, ADA compliance and Title VI — have helped students for decades before finding a home in the office that only formed in 2017.

Perhaps, they suggested, they could simply exist again without being under those contentious three letters.

LEGAL NOTICE

If You Are or Were an Owner Paid by Devon Energy Production Company, L.P. for Oil-and-Gas Production Proceeds from a Wyoming 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 owning interests in Wyoming oil and gas wells who:

- (1) received Late Payments from Defendant during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by Defendant during the Claim Period, or whose proceeds from Wyoming oil or gas production were Late Payments held in suspense by Defendant and not escrowed or paid during the Claim Period; and
- (2) such Late Payments did not include 18% interest.

A "Late Payment" for purposes of this class definition means payment, escrow, or held in suspense by Defendant after the statutory periods identified in W.S. § 30-5-301. Late Payments do not include prior period adjustments, including retroactive adjustments to wells on formal units.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

The Claim Period means checks or payments made or issued by Defendant dated between and including September 20, 2014, through October 15, 2023, and to amounts held in suspense by Defendant and not escrowed or paid on or before December 31, 2023, 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 Wyoming 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 Devon Energy Production Company, L.P.

On April 10, 2024, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Eleven Million Dollars (\$11,000,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, 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 terms 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 Settlement Agreement also includes Future Benefits for the Settlement Class.

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 Rick Erb of Richard A. Erb, Jr., PC 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. You will also 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 for the Released Claims described in that Agreement.

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 Class Counsel and Defendant's Counsel no later than July 16, 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, Class 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 July 16, 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 August 6, 2024, at 2:00 p.m. MDT at the United States District Court for the District of Wyoming (in Cheyenne, Wyoming). At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including the Case Contribution Award. 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.wright-devon.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.wright-devon.com
Call Toll-Free: 1-855-208-4127
Or write to: **Wright v. Devon Settlement**
c/o JND Legal Administration,
Settlement Administrator
P.O. Box 91398
Seattle, WA 98111

www.wright-devon.com

1-855-208-4127

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We are closing
Gillette Internal Medicine
Associates on June 27, 2024.



After 33 yrs, it's been an honor being involved in your healthcare.

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Gillette Internal Medicine Associates
407 S Medical Arts Court, Suite D • Gillette, WY 82716
307-682-0400

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Labrador Retriever Mix • Male • Adult
Current on Vaccinations • House-trained
Winston is the ideal companion for outdoor enthusiasts, always eager to hit the trails for an invigorating walk or jog. He is also a pro at winding down and enjoying snuggle time.

ODEN
Anatolian Shepherd Mix • Male • Adult
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Oden is a sweet and friendly companion who is always up for an adventure. His goofy antics will keep you laughing, while his cuddly and loyal nature offers companionship.

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10TH ANNUAL WYOMING OUTDOOR WEEKEND & EXPO

MAY 17 & 18 2024 LANDER WY

Please join us for the **FREE** family-friendly event to celebrate the kickoff to Summer! Enjoy **LIVE** music, **FREE** admission, **FREE** food, Golf Scramble and raffles to benefit the LVHS Golf team, climbing, shooting, archery, Shop Local Raffle, keynote speaker Dr. Matt Rinella, and **MORE**.

Friday May 17th: 4 PM - 8 PM
Saturday May 18th: 9 AM - 8 PM

Lander Community and Convention Center
 950 Buena Vista Dr. Lander, WY

SCAN ME
 Event Schedule and more!

WYOMING
 10th Annual
 Outdoor Weekend

LEGAL NOTICE

If You Are or Were an Owner Paid by Devon Energy Production Company, L.P. for Oil-and-Gas Production Proceeds from a Wyoming 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 owning interests in Wyoming oil and gas wells who:

- (1) received Late Payments from Defendant during the Claim Period for proceeds from Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by Defendant during the Claim Period, or whose proceeds from Wyoming oil or gas production were Late Payments held in suspense by Defendant and not escrowed or paid during the Claim Period; and
- (2) such Late Payments did not include 18% interest.

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Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

The Claim Period means checks or payments made or issued by Defendant dated between and including September 29, 2014, through October 15, 2023, and to amounts held in suspense by Defendant and not escrowed or paid on or before December 31, 2023, 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 Wyoming 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 Devon Energy Production Company, L.P.

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The attorneys and law firms who represent the Class as Class Counsel are Rogan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC as Co-Lead Class Counsel and Rick Erb of Richard A. Erb, Jr., PC 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. You will also 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 for the Released Claims described in that Agreement.

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The Court will hold a Final Fairness Hearing on August 6, 2024, at 2:00 p.m. MDT at the United States District Court for the District of Wyoming (in Cheyenne, Wyoming). At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorney's Fees and Litigation Expenses and other costs, including the Case Contribution Award. 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.wright-devon.com to confirm no change to the date and time of the Hearing has been made.

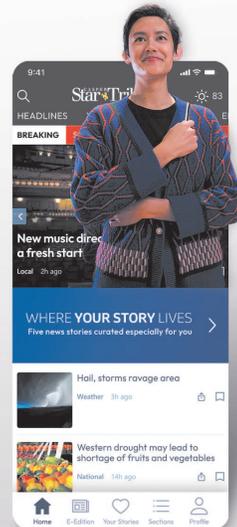
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Visit: www.wright-devon.com
 Call Toll-Free: 1-855-208-4127
 Or write to: **Wright's Devon Settlement**
 c/o JND Legal Administration,
 Settlement Administrator
 P.O. Box 91398
 Seattle, WA 98111

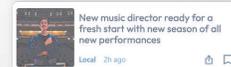
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Legals

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF WYOMING IN AND FOR LARAMIE COUNTY Docket No. 2024-CV-202223

In the Matter of the Estate of } CHRISTINA BETH BRADLEY, } Deceased.

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE: You are hereby notified that on the 2nd day of May, 2024 the estate of Christina Beth Bradley was admitted to probate by the above-named Court and that Tawnee Bradley was appointed Administrator thereof. Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the undersigned at: Tawnee Bradley, 811 West College Drive, Cheyenne, WY 82007.

Creditors having claims against said decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred. Tawnee Bradley, ADMINISTRATOR May 9, 16, 23, 2024 NO. 513115

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT WITHIN AND FOR THE COUNTY OF LARAMIE, STATE OF WYOMING

Probate No. 2024-CV-202136 IN THE MATTER OF THE ESTATE, OF LAURA JEAN BROMAGEN, Deceased.

NOTICE OF HEARING ON PETITION FOR DETERMINATION OF HEIRSHIP

NOTICE IS HEREBY GIVEN that a Petition for Determination of Heirship has been filed in the above-captioned matter with the above-designated Court, which Petition alleges that the above-named decedent died on September 6, 2017, a resident of Laramie County, Wyoming and that said decedent died as the sole owner of real property located in Laramie County, Wyoming, to wit: Lot 17, Block 4, Eastridge Addition, Second Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming.

Said Petition prays that the above Court enter its Decree determining the heirs of decedent and the distribution each heir is entitled to receive from the Decedent's aforementioned real property interest. Said Petition will come before the Court for hearing in the District Court of the First Judicial District within and for Laramie County, Wyoming located at 309 West 20th Street, Cheyenne, Wyoming 82003 on the 29th day of May, 2024, at 9:00 a.m.

Dated this 29th day of April, 2024. DAVIS & CANNON, LLP /s/ Catherine M. Young Benjamin J. Rowland (Wyo. Bar No. 7-5654) Catherine M. Young Benjamin J. Rowland (Wyo. Bar No. 7-6069) 422 W. 26th Street Cheyenne, WY 82001 (307) 634-3210 (307) 778-7118 (fax) browland@davisandcannon.com catherine@davisandcannon.com Publish: May 2, 9, 16, 23, 2024 NO.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF WYOMING IN AND FOR LARAMIE COUNTY Docket No. 2024-CV-202349

IN THE MATTER OF THE ESTATE OF JACK WAYNE MCCLINTIC, Deceased.

NOTICE OF APPLICATION FOR SUMMARY DECREE OF DISTRIBUTION OF REAL PROPERTY

NOTICE IS HEREBY GIVEN that a sworn application has been made for a decree in the First Judicial District Court in and for Laramie County, State of Wyoming establishing in Justin McClintic and Michael McClintic the right and title to the decedent's interest in certain real property in the County of Laramie, Wyoming, to wit: Address: 2608 East 10th Street, Cheyenne, Laramie County, Wyoming more particularly described as:

The East 19 feet of Lot 14 and all of Lot 15, Block 13, Resubdivision of Fairview Addition to the City of Cheyenne, Laramie County, Wyoming. If after publication of this notice of application once a week for two (2) consecutive weeks, it appears that the facts stated in the application are not in dispute, the Court shall enter such a decree. Justin McClintic and Michael McClintic, Distributees Publish: May 16, 23, 2024 NO. 515281

Legals

ORDINANCE NO. 4561

ENTITLED: "AN ORDINANCE ANNEXING TO THE CITY OF CHEYENNE, WYOMING, HIGH PLAINS ROAD BEGINNING AT SOUTH GREENHAY HIGHWAY AND TERMINATING AT DIVISION AVENUE." BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CHEYENNE, WYOMING:

Section 1. That the City of Cheyenne hereby finds as follows: (a) That Laramie County, Wyoming, owner of: A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29 AND A PORTION OF THE NORTHEAST QUARTER SECTION 30, TOWNSHIP 12 NORTH RANGE 14 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF LARAMIE, STATE OF WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 1. THAT THE CITY OF CHEYENNE CONSENTS TO SAID SECTIONS 19, 20, 29 AND 30; THENCE S89°31'19"W ALONG THE SOUTH LINE OF SAID SECTION 19 A DISTANCE OF 40.07 FEET TO A POINT ON THE WEST RIGHT OF WAY OF DIVISION AVE; THENCE ALONG SAID WEST RIGHT OF WAY OF DIVISION AVE A DISTANCE OF 83.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT OF WAY LINE AND THE EXTENSION OF THE SOUTH RIGHT OF WAY OF HIGH PLAINS ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY OF HIGH PLAINS ROAD; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY OF HIGH PLAINS ROAD THE FOLLOWING COURSES AND DISTANCES:

S00°33'36"W A DISTANCE OF 10.00 FEET; THENCE S89°24'34"E A DISTANCE OF 499.34 FEET; THENCE N00°24'00"W A DISTANCE OF 10.00 FEET; THENCE S89°24'34"E A DISTANCE OF 418.27 FEET TO A POINT ON THE WEST RIGHT OF WAY OF US HIGHWAY 85; THENCE ALONG SAID WEST RIGHT OF WAY N03°01'34"W A DISTANCE OF 90.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF HIGH PLAINS ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: N89°24'34"W A DISTANCE OF 471.85 FEET; THENCE N06°57'22"E A DISTANCE OF 10.06 FEET; THENCE S89°24'34"W A DISTANCE OF 1200.24 FEET; THENCE S06°31'54"W A DISTANCE OF 20.11 FEET; THENCE N89°24'34"W A DISTANCE OF 400.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 470.00 FEET, A CHORD BEARING OF N14°42'16"W A CHORD DISTANCE OF 122.69 FEET, A CENTRAL ANGLE OF 14°59'58" THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.04 FEET; THENCE N06°57'22"E A DISTANCE OF 57.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING OF N81°54'53"W, A CHORD DISTANCE OF 143.58 FEET AND A CENTRAL ANGLE OF 15°00'00"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.99 FEET; THENCE S89°24'34"W A DISTANCE OF 25.53 FEET TO A POINT ON THE EAST RIGHT OF WAY OF DIVISION AVE; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: THENCE N00°17'44"E A DISTANCE OF 112.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING OF N07°12'16"W, A CHORD DISTANCE OF 143.58 FEET AND A CENTRAL ANGLE OF 15°00'00"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.99 FEET; THENCE N14°42'16"W A DISTANCE OF 20.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 470.00 FEET, A CHORD BEARING OF N07°12'16"W, A CHORD DISTANCE OF 122.69 FEET AND A CENTRAL ANGLE OF 14°59'58"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.04 FEET TO A POINT ON THE WEST LINE OF SECTION 19; THENCE ALONG THE WEST LINE OF SAID SECTION 20 S00°17'44"W A DISTANCE OF 496.31 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 7.23 ACRES MORE OR LESS has petitioned the governing body of the City of Cheyenne to annex the said property described herein and to make it a part thereof. (b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Scott Bruce, a Professional Land Surveyor, licensed in the State of Wyoming, PLS Number 16571; (c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Cheyenne; (d) That the urban development of the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Cheyenne;

(e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Cheyenne can, within reason, be furnished; (f) That the City of Cheyenne does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

Section 2. That all of the real property described in Exhibit A is hereby annexed to the City of Cheyenne, Wyoming, and shall become a part thereof. Section 3. That the City Clerk is directed to file an executed copy of this annexation ordinance and map (Exhibit A) with the County Clerk and Ex-Officio Register of Deeds for Laramie County, Wyoming, and shall notify the City Engineer's Office to add said area to the official City Map of the City of Cheyenne, Wyoming.

Section 4. Sections, paragraphs, sentences, clauses and phrases of this ordinance are severable. If any phrase, clause, sentence, paragraph or section of this ordinance is declared illegal or unconstitutional, such illegality or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections. Section 5. That this ordinance shall be in full force and effect upon its publication. (Any reference to exhibits or attachments are on file with the City Clerk's office.)

FIRST READING: April 8, 2024; SECOND READING: April 22, 2024; THIRD AND FINAL READING: May 13, 2024 ATTEST: DONNA M. NAVARRETE, Mayor OF THE CITY OF CHEYENNE, WYOMING. ATTEST: KRISTINA JONES, CITY CLERK Published: May 16, 2024 NO. 515207

Legals

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT WITHIN AND FOR LARAMIE COUNTY Docket No. 2024-CV-0202347

In the Matter of the Estate of DONNA M. NAVARRETE, Deceased.

NOTICE OF APPLICATION FOR SUMMARY DECREE OF DISTRIBUTION OF REAL PROPERTY

Notice is hereby given that a sworn application has been made for a decree in the District Court for the County of Laramie establishing in Raquel Navarrete, Antonio Navarrete and Arturo Navarrete, all of 1524 S. Donna M. Navarrete's right, title and interest in and to: Lot 17, Block 4, Arp Addition to the City of Cheyenne, Third Filing, according to the official plat filed for record in Laramie County, Wyoming. If no objection to the application has been filed within thirty (30) days of the first date of publication of this Notice, the court shall enter a decree establishing the right and title to the above-described property pursuant to Wyo. Stat. Ann. § 2-1-205. DANCE T. HARMON Bailey Clark Harmon Cottam Lopez LLP Attorneys for Raquel Navarrete 6124 Yellowstone Rd Cheyenne, WY 82009 (307) 638-7745 Publish: May 9, 16, 2024 NO. 515287

Legals

STATE OF WYOMING) ss. COUNTY OF LARAMIE) IN THE DISTRICT COURT) FIRST JUDICIAL DISTRICT) Civil Action Case No.) 2024-CV-0202305

IN RE CHANGE OF NAME OF MATTHEW KEAGAN LONGSTREET Minor Child, By Next Friend KEITH JOHN KRAEMER Petitioner.

NOTICE OF PUBLICATION

In accordance with Wyoming Statutes 1-25-103, notice is hereby given that a Petition for Change of Name, Civil Action Case No. 2024-CV-0202305 has been filed on behalf MATTHEW KEAGAN LONGSTREET the Wyoming District Court in and for Laramie County, Wyoming address is 1880 Laver Ln., Cheyenne, Wyoming 82009, seeking to change the name of the minor child to MATTHEW KEAGAN LONGSTREET to MATTHEW KEAGAN KRAEMER unless an answer or response to the petition referenced above is filed within 30 days following the last date of publication of this notice. An order may be entered granting the requested name change. DATED this 17th day of April, 2024. Dance Sanchez BY CLERK OF COURT: Clerk of District Court /Deputy April 24, 2024 May 9, 16, 23, 2024 NO. 513178

Legals

LEGAL NOTICE

If You Are or Were an Owner Paid by Devon Energy Production Company, L.P. for Oil-and-Gas Production Proceeds from a Wyoming 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 owning interests in Wyoming oil and gas wells who:

- (1) received Late Payments from Defendant during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by Defendant during the Claim Period, or whose proceeds from Wyoming oil or gas production were Late Payments held in suspense by Defendant and not escrowed or paid during the Claim Period; and
- (2) such Late Payments did not include 18% interest.

A "Late Payment" for purposes of this class definition means payment, escrow, or held in suspense by Defendant after the statutory periods identified in W.S. § 30-5-301. Late Payments do not include prior period adjustments, including retroactive adjustments to wells on federal units.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(a) or Indian allottee as defined at 30 U.S.C. § 1702(c).

The Claim Period means checks or payments made or issued by Defendant dated between and including September 29, 2014, through October 15, 2023, and to amounts held in suspense by Defendant and not escrowed or paid on or before December 31, 2023, 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 Wyoming 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 Devon Energy Production Company, L.P.

On April 10, 2024, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Eleven Million Dollars (\$11,000,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, 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 Settlement Agreement also includes Future Benefits for the Settlement Class.

The attorneys and law firms who represent the Class as Class Counsel are Reagan E. Bradford and Ryan

www.wright-devon.com

Legals

LEGAL NOTICE

If You Are or Were an Owner Paid by Devon Energy Production Company, L.P. for Oil-and-Gas Production Proceeds from a Wyoming Well, You Could Be a Part of a Proposed Class Action Settlement

K. Wilson of Bradford & Wilson PLLC as Co-Lead Class Counsel and Rick Erb of Richard A. Erb, Jr., PC 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. You will also 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 for the Released Claims described in that Agreement.

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 Class Counsel and Defendant's Counsel no later than July 16, 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, Class 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 July 16, 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 August 6, 2024, at 2:00 p.m. MDT at the United States District Court for the District of Wyoming (in Cheyenne, Wyoming). At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including the Case Contribution Award. 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.wright-devon.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.wright-devon.com Call Toll-Free: 1-855-208-4127

Or write to: Wright v. Devon Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91398 Seattle, WA 98111

1-855-208-4127

Legals

ORDINANCE NO. 4563

ENTITLED: "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CHEYENNE ESTABLISHING THE ZONING CLASSIFICATION OF AN AGRICULTURAL RESIDENTIAL FOR LAND ANNEXED TO THE CITY OF CHEYENNE LOCATED EAST OF SARATOGA STREET AND SOUTH OF AND ADJACENT TO LARAMIE STREET." This amends the official zoning map, assigning a City zone from County AR Agricultural Residential to AR Agricultural Residential for land annexed to the City located east of Saratoga Street and south of and adjacent to Laramie Street. (Any reference to exhibits or attachments are on file with the City Clerk's office.) FIRST READING: April 8, 2024; SECOND READING: April 22, 2024; THIRD AND FINAL READING: May 13, 2024 ATTEST: KRISTINA JONES, CITY CLERK Published: May 16, 2024 NO. 515223

LEGAL NOTICE

Notice of Executive Session In accordance with Wyoming Statute 1-2-103, notice is hereby given that members of the Board of Trustees of Laramie County School District #1, State of Wyoming, will meet in-person on Monday, May 20, 2024, at 6 p.m. for Regular meeting. Following the Regular Meeting an Executive Session is possible on long-term suspensions/ expulsions, personnel, legal advice, and litigation will occur. The agenda is on the Board of Trustees page at www.Laramie1.org in BoardDocs. LSCD1 Boardroom is located at 2811 House Avenue, Room 129, Cheyenne, Wyoming. Regular Board Meetings will be in-person & virtual or Zoom: https://laramie1.zoom.us/j/95478011625?pwd= Tim Bolin, Chairman Board of Trustees Laramie County School District #1 State of Wyoming May 16, 2024 NO. 512245

Legals

ORDINANCE NO. 4565

ENTITLED: "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CHEYENNE ESTABLISHING THE ZONING CLASSIFICATION OF CITY MR MEDIUM DENSITY RESIDENTIAL FOR LAND ANNEXED TO THE CITY OF CHEYENNE LOCATED AT 4204 DELL RANGE BOULEVARD." This amends the official zoning map, assigning a City zone from County MR Medium Density Residential to MR Medium Density Residential for land annexed to the City located at 4204 Dell Range Blvd. (Any reference to exhibits or attachments are on file with the City Clerk's office.) FIRST READING: April 8, 2024; SECOND READING: April 22, 2024; THIRD AND FINAL READING: May 13, 2024 ATTEST: KRISTINA JONES, CITY CLERK Published: May 16, 2024 NO. 515255

ORDINANCE NO. 4560

ENTITLED: "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CHEYENNE ESTABLISHING THE ZONING CLASSIFICATION FROM MUB MIXED-USE BUSINESS EMPHASIS TO CB COMMUNITY BUSINESS FOR LAND LOCATED AT LOT 2, BLOCK 1, Q-B SUBDIVISION." An ordinance changing the zoning classification from MUB to CB for 1.2 acres of land at 3422 S. Oregon Way, located west of Ridge Road, north of Dell Range Boulevard. (Any reference to exhibits or attachments are on file with the City Clerk's office.) FIRST READING: April 8, 2024; SECOND READING: April 22, 2024; THIRD AND FINAL READING: May 13, 2024 ATTEST: KRISTINA JONES, CITY CLERK Published: May 16, 2024 NO. 515206

Legals

ORDINANCE NO. 4566

ENTITLED: "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CHEYENNE CHANGING THE ZONING CLASSIFICATION FROM CB COMMUNITY BUSINESS FOR LAND LOCATED AT LOT 1, CHEYENNE ICE & EVENTS CENTER, 2ND FILLING LOCATED AT 1530 W LINCOLNWAY." An Ordinance changing the zoning classification from CB to P for 6.5 acres of land located at 1530 W Lincolnway. (Any reference to exhibits or attachments are on file with the City Clerk's office.) FIRST READING: April 8, 2024; SECOND READING: April 22, 2024; THIRD AND FINAL READING: May 13, 2024 ATTEST: KRISTINA JONES, CITY CLERK Published: May 16, 2024 NO. 515228

NOTICE OF FINAL SETTLEMENT RFP NO. 9-22 Contract #7504

In compliance with Wyo. Stat. 16-1-116, notice is hereby given that the "EMERGENCY RESPONSE FACILITY PROJECTS" project has been completed. The work was awarded to FCI Constructors of Wyoming, LLC, on April 13, 2022. The contractor, FCI Constructors of Wyoming, LLC, will be entitled to a credit for the work on June 26, 2024. Anyone having claims for services, labor or materials furnished by the contractor for the project must file written notice of claims with the City of Cheyenne, Purchasing Office, Room 309, Municipal Bldg., 2101 O'Neal Avenue, Cheyenne, WY 82001, before June 26, 2024. 13 Bartlett Purchasing Manager CITY OF CHEYENNE, WY PUBLICATION: May 16, 23, 2024 NO. 515248

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

Madeline A. Wright, formerly known
as Madeline A. Carson, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

Devon Energy Production Company, L.P.,

Defendant.

Case No. 22-CV-213-KHR

**NOTICE OF PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES
AND COSTS, AND FINAL 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 Devon Energy Production Company, L.P.’s (“Defendant” or “Devon”) records show you are an owner in Wyoming well(s) for which Devon remitted or suspended 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.wright-devon.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 under the Court’s orders, without any further action from you. This Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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.wright-devon.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

Questions? Visit www.wright-devon.com or call toll-free at 1-855-208-4127

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

All non-excluded persons or entities owning interests in Wyoming oil and gas wells who:

- (1) received Late Payments from Defendant during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by Defendant during the Claim Period, or whose proceeds from Wyoming oil or gas production were Late Payments held in suspense by Defendant and not escrowed or paid during the Claim Period; and
- (2) such Late Payments did not include 18% interest.

A “Late Payment” for purposes of this class definition means payment, escrow, or held in suspense by Defendant after the statutory periods identified in W.S. § 30-5-301. Late Payments do not include prior period adjustments, including retroactive adjustments to wells on federal units.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

The Claim Period means checks or payments made or issued by Defendant dated between and including September 29, 2014, through October 15, 2023, and to amounts held in suspense by Defendant and not escrowed or paid on or before December 31, 2023, 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:

Wright v. Devon Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91398
Seattle, WA 98111
Call Toll-Free: 1-855-208-4127

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 Wyoming law. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court has made no determination with respect to the merits of any of the parties’ claims or defenses. A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District Court for the District of Wyoming in the file for the Litigation.

Questions? Visit www.wright-devon.com or call toll-free at 1-855-208-4127

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

On April 10, 2024, the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of herself and the Settlement Class, and Defendant. This approval and this Notice are not an expression of opinion by the Court as to the merits of any of the claims or defenses asserted by any 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 Eleven Million Dollars (\$11,000,000.00) 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.wright-devon.com) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, Case Contribution Award, and any other costs approved by the Court (the "Net Settlement Fund"), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement. The Settlement Agreement also includes Future Benefits for the Settlement Class.

Class Counsel intends to seek an award of Plaintiff's Attorneys' Fees of not more than 40% of the Gross Settlement Fund. Co-Lead Class Counsel Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson and Additional Class Counsel Rick Erb of Richard A. Erb, Jr., PC, have been litigating this case without any payment whatsoever, advancing hundreds of thousands of dollars in expenses. At the Final Fairness Hearing, Class 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 \$350,000.00. In addition, Plaintiff intends to seek a case contribution award for her representation of the Class, which amount will not exceed 2% of the Gross Settlement Fund, to compensate Plaintiff for her time, expense, risk, and burden as serving as Class Representative.

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

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at www.wright-devon.com. This website will eventually include this Notice, the Plan of Allocation, and Class Counsel's application for Plaintiff's 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.wright-devon.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 August 6, 2024, beginning at 2:00 p.m. MDT, before the Honorable Kelly H. Rankin, U.S. District Judge for the District of Wyoming, 2120 Capitol Avenue, Courtroom No. 1, Cheyenne, WY 82001. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and www.wright-devon.com to confirm

Questions? Visit www.wright-devon.com or call toll-free at 1-855-208-4127

no change to the date and time of the hearing has been made. At the Fairness Hearing, the Court will consider: (a) whether the Settlement is fair, reasonable, and adequate; (b) any timely and properly raised objections to the Settlement; (c) the Allocation Methodology; (d) the application for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs; and (e) the application for the Case Contribution Award for the Class Representative.

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

IV. What Are Your Options As A Class Member?

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

By taking no action, your interests will be represented by Plaintiff as the Class Representative and Class Counsel. As a Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. The Class Representative and Class 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 *Wright v. Devon Energy Production Company, L.P.*, 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, to the Settlement Administrator, Class Counsel, and Defendant's counsel, and received **no later than 5:00 p.m. CT on July 16, 2024**, at the addresses set forth below:

Settlement Administrator	Class Counsel	Defendant's Counsel
Wright v. Devon Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91398 Seattle, WA 98111	Reagan E. Bradford Ryan K. Wilson Bradford & Wilson PLLC 431 W. Main Street, Suite D Oklahoma City, OK 73102	John F. Shepherd Christopher A. Chrisman Michelle R. Seares Holland & Hart LLP 555 Seventeenth St, Suite 3200 Denver, CO 80202

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 request exclusion even if you already have a

Questions? Visit www.wright-devon.com or call toll-free at 1-855-208-4127

pending case against any of the Released Parties based upon any 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, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or Case Contribution Award

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for the Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendant's Counsel a written objection containing the following: (a) a heading referring to *Wright v. Devon Energy Production Company, L.P.*, No. 22-CV-213-KHR, United States District Court for the District of Wyoming; (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 Plaintiff's Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Class Counsel and Defendant's Counsel, via certified mail return receipt requested, and received **no later than 5 p.m. CT by July 16, 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 District of Wyoming
 2120 Capitol Avenue, Room 2131
 Cheyenne, WY 82001-3658

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

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

You have the right to retain your own attorney to represent you at the Final Fairness Hearing. If you retain separate counsel, you will be responsible 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.wright-devon.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 in 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.



HONORABLE KELLY H. RANKIN
UNITED STATES DISTRICT JUDGE

Exhibit D



Wright v. Devon Energy Production Company, L.P.
Civil Action No. 22-CV-213-KHR (D.Wyo.)
Requests for Exclusion Received

ID	Name	Received
N89VXTZLH3	CITATION 2002 INVESTMENT LP	6/21/2024
NDVZKQ56B2	CITATION OIL & GAS CORP	6/21/2024
NUBL9ZNJD5	CITATION OIL & GAS CORPORATION	6/21/2024
N9Y2A46QUG	KAISER-FRANCIS OIL COMPANY	7/1/2024
NPVUC74A85	KAISER-FRANCIS OIL CO	7/1/2024
NW67G3V4UQ	KAISER-FRANCIS OIL CO	7/1/2024
NYQ2JLV37X	AGNES M WIKER REV TRUST	7/1/2024
NZLXCG38BN	BOX CREEK MINERAL LP	7/9/2024
NC5WXJNSPT	COSNER MINERALS LTD PSHP	7/9/2024
NNB468LKEY	W BAR M LP	7/9/2024

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF WYOMING**

Madeline A. Wright, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

Devon Energy Production Company, L.P.,

Defendant.

Civil Action No. 22-CV-213-KHR

DECLARATION OF BARBARA A. LEY

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

1. I am a Certified Public Accountant licensed to practice in Oklahoma and Texas. I have also earned the credentials of “Certified Information Technology Professional” (CITP) and “Certified in Financial Forensics” (CFF), awarded by the American Institute of Certified Public Accountants. I have over 40 years of public accounting experience and am experienced in petroleum and forensic accounting. I have been employed as an expert witness in numerous cases involving late payment of production proceeds to Owners. I am the managing member and President of Ley, Gifford & Farr, PLLC, an Oklahoma City based accounting and consulting firm. The firm, originated in 1989, specializes in oil and gas related matters in addition to other areas of practice. The firm is compensated for my time in this matter at an hourly rate of \$425. My curriculum vitae and testimony rendered within the last four years is attached hereto as Ley Exhibit 1.

EXHIBIT 6

2. Class Counsel¹ asked me to assist in allocating and distributing the Net Settlement Fund to Class Members pursuant to the Settlement Agreement.

3. The Settlement Class consists of:

All non-excluded persons or entities owning interests in Wyoming oil and gas wells who:

- (1) received Late Payments from Defendant during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by Defendant during the Claim Period, or whose proceeds from Wyoming oil or gas production were Late Payments held in suspense by Defendant and not escrowed or paid during the Claim Period; and
- (2) such Late Payments did not include 18% interest.

A “Late Payment” for purposes of this class definition means payment, escrow, or held in suspense by Defendant after the statutory periods identified in W.S. § 30-5-301. Late Payments do not include prior period adjustments, including retroactive adjustments to wells on federal units.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

4. The Claim Period means checks or payments made or issued by Defendant dated between and including September 29, 2014, through October 15, 2023, and to amounts held in suspense by Defendant and not escrowed or paid on or before December 31, 2023.

5. Plaintiff alleges that Defendant failed to pay statutory interest on payments made outside the time periods set forth in the Wyoming Royalty Payment Act (WRPA) for oil and gas production proceeds from oil and gas wells in Wyoming and suspended Class Members’ proceeds without interest.

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

6. The Gross Settlement Fund in this case is \$11,000,000.00.

7. In addition, Defendant has agreed to the following Future Benefits:

Defendant agrees to provide the following Future Benefits: Commencing within one hundred fifty (150) days after the execution of the formal settlement agreement, Defendant will implement procedures and policies that are reasonably calculated to follow the WRPA when payment cannot be made within the time required by the WRPA. These procedures and practices include timely placing proceeds into escrow or paying statutory interest under the WRPA to owners without request. Defendant will maintain such procedures (or other policies and procedures reasonably calculated to accomplish the same result) unless or until there is a change in the law. The parties agree Defendant shall not be required to pay interest on payments not considered late under the WRPA, including, without limitation, statutory minimum payments. The parties further agree these Future Benefits do not prohibit Defendant from upgrading or modifying its technology, or require the consent or approval of any party for such upgrades or modifications.

Doc. 31-1 at 12, ¶ 2.5.

8. Assuming continuance of payments by Defendant and utilizing historic late payment occurrences provided by Defendant for the Claim Period, the calculated estimated present value of interest on future late payments calculated utilizing the current WRPA statutory interest rates and payment requirements is at least \$6,800,000.00. My estimate was based on current law and the Defendant's continuance of the Claim Period historic late payment amounts to Class Members on Wyoming oil and/or gas wells. An eight percent discount rate was utilized in the present value calculation. I utilized the average annual late payment statutory interest calculated on late payments during the most recent 6 years and assumed continued late payment interest of the average amount through mid-year 2032 (an approximate 8-year period). The total value of the Settlement is comprised of the cash settlement amount (\$11,000,000.00) plus the estimated present value of future benefits, as described above (\$6,800,000.00). The total value of the Settlement, based on my review and calculation of estimated future benefits, is approximately \$17,800,000.00.

9. The information utilized to allocate the Net Settlement Fund and to prepare Ley Exhibit 2, the Estimated Net Settlement Amount to Class Members, was provided by Defendant and, it is my understanding, contained Defendant's available and reasonably usable payment data for the Claim Period. As noted in paragraph 10 below, the amounts on Ley Exhibit 2 may change once the final fees and expenses awarded by the Court are known, after all excluded parties and opt outs are known, and any other necessary adjustments are made.

10. After the Settlement was reached, I was able to prepare Ley Exhibit 2 and allocate the estimated Net Settlement Fund 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 WRPA, or based on the amount of statutory interest accrued on amounts held in suspense by Defendant and not escrowed or paid 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 WRPA, the amount of interest previously paid by the defendant, the class definition, any additional statutory interest that Plaintiff's Counsel believes has since accrued, and the distribution of small amounts that may exceed the cost of the distribution (\$5.00). In the calculations, I have accounted for the time delay of payment by applying statutory eighteen percent (18%) interest for each original late payment and suspended proceeds. Subject to court approval, section 6.2 of the Settlement Agreement sets forth a de minimis threshold for distributions of \$5.00 in order to preserve the overall Net Settlement Fund from the costs of claims that are likely to exceed the value of those claims. Accordingly, subject to Court approval, Class Members who would otherwise receive a distribution of less than \$5.00 are included on Ley Exhibit 2 and marked as "de minimis" and will not receive a settlement distribution.

11. Utilizing the information and methodology described above, I was able to allocate a calculated proportionate share of the estimated Net Settlement Fund to each Class Member. Subject to Court approval, I plan to exclude the amounts awarded for Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Award, and include any interest earned while the Settlement Fund is in escrow. I was advised by Class Counsel that those estimated deductions total \$4,970,000.00, which fall into the following categories: (1) \$4,400,000.00 to Class Counsel as Plaintiff's Attorneys' Fees; (2) \$350,000.00 for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs; and (3) \$220,000.00 to Class Representative as a Case Contribution Award.²

12. The Estimated Net Settlement Amount to Class Members is attached hereto as Ley Exhibit 2 and lists the estimated amounts, based on the currently available information, to be distributed to such Class Members, with consideration of the de minimis threshold. Because Ley Exhibit 2 will be publicly filed, and it is my understanding that it will also be made available on the Class litigation website, personal identifying information (such as names and addresses of Class Members) is not included. Instead, Class Members will be listed according to their unique owner numbers and can determine their anticipated estimated distribution from the Initial Plan of Allocation by reviewing Ley Exhibit 2 for their owner numbers (found on their check stubs). Class Members listed on Ley Exhibit 2 are limited to those Class Members who, based on the Allocation

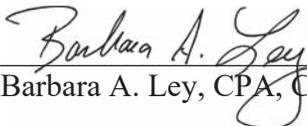
² The allocation will be adjusted to accommodate the amount of Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Award approved by the Court. The estimated Net Settlement Fund does not yet take into account those persons who have or will opt out of the Settlement. Once the necessary information has been received and reviewed, the Initial Plan of Allocation will be adjusted accordingly, prior to the Final Plan of Allocation.

Methodology, fall within the Settlement Class definition. Class Members who have a Net Settlement Amount below the de minimis threshold will, accordingly, not receive an estimated Net Settlement Amount and are indicated on Ley Exhibit 2 with the “Estimated Net Settlement Amount to Class Members” of “de minimis.” It will be a simple matter for me to re-run the allocations once the final fees and expenses have been awarded and after all excluded parties and opt outs are known.

13. Ley Exhibit 2 was constructed using a straightforward and logical Allocation Methodology that is reasonable based on the WRPA’s statutory interest requirements and other factors considered by Class Counsel. For each payment or suspended proceeds allegedly outside of the time periods required by the WRPA and on which the Defendant had not paid interest, I calculated the amount of statutory interest owed. I then calculated additional interest that has since accrued through December 31, 2023, on that original unpaid statutory interest. I then allocated the estimated Net Settlement Fund to each Class Member based on this information and the other factors discussed herein. Pending court approval, pursuant to the de minimis threshold described in the Stipulation and Agreement of Settlement, no distributions will be made to Class Members who would otherwise receive a distribution of less than \$5.00.

14. In my opinion, the allocation methodology is fair, adequate, reasonable, and in the best interest of the Class.

Executed on: July 9, 2024.



Barbara A. Ley, CPA, CITP, CFF

Barbara A. Ley, CPA, CITP, CFF

- Office Address:** 1601 NW Expressway, Ste 1800
Oklahoma City, Oklahoma 73118
- Education:** Perry High School – 1973 Graduate
Ranked #1 in Graduating Class
- Oklahoma State University – Bachelor of
Science in Accounting – December 1976
Phi Kappa Phi – GPA 3.9/4.0
- Continuing Professional Education –
24 to 120 Hours each year from 1977 through present
- Profession:** Certified Public Accountant, holding permits to
practice in Oklahoma and Texas

Professional and Business History:

January 1989 – Present

Managing Member & President – Ley, Gifford & Farr, PLLC and
Barbara A. Ley, A Professional Corporation

A full service accounting firm with 16 employees

- Accounting, Tax and Management Consulting services
for businesses, individuals, trusts and estates.

Services provided include:

- Consultation, litigation support and forensic accounting
relating to:
 - fraud allegations
 - damage calculations
 - oil and gas joint interest billings
 - oil and gas royalty owner issues
 - divorce proceedings
 - bankruptcy and insolvency issues
 - financial statement analysis
 - purchase and sale of business interests
 - insurance claims
 - class action litigation
 - class action certifications
- Auditing procedures
 - financial audits
 - agreed upon procedures

January 1989 – Present (continued)

- Court appointed accountant for various Chapter 7 & 11 bankruptcy cases.
- Court appointed accountant for receivership
- Tax planning and preparation for a wide variety of individuals, closely held businesses, trusts and estates and non-profit organizations.
- Clients include royalty owners, working interest owners, oil and gas operators and oil and gas service companies

November 1986 – December 1988

Partner – Ley & Bartley, Certified Public Accountants

- Accounting, tax and consulting services were provided to individuals, financial institutions, businesses, trusts and estates.
- Performed agreed upon procedures on behalf of oil and gas operators and oil and gas service companies.

July 1983 – November 1986

President – Snipes & Ley, A Professional Corporation

- Provided accounting and tax services to a variety of individuals, financial institutions, businesses, trusts and estates.
- Clients included publicly held pipe and supply company, drilling funds and oil companies involved in drilling and operations, royalty owners and working interest owners.

January 1977 – July 1983

Peat Marwick, Mitchell & Co., Certified Public Accountants

- Senior Tax Manager (1983)
- Scheduling coordinator for tax department (1980-1982). Responsible for scheduling of staff of 20 professionals
- Continuing Professional Education Director (1979-1982). Responsible for education of tax department of 35 professionals. Instructor of various professional education courses
- Tax Manager (1981)
- Tax and Audit Senior (1978)
- Audit Staff (1977-1978)
- Clients included publicly traded oil companies and financial institutions, publicly traded supply companies, numerous drilling funds, oil and gas equipment partnerships, drilling rig operators, private oil and gas companies and wealthy individuals.

Professional Organizations & Activities

Oklahoma Accountancy Board

- Reappointed by Governor Mary Fallin for a five year term beginning July 1, 2012
- Appointed by Governor Brad Henry for a five year term beginning July 1, 2007
- Chairman 2011-2012, 2016-2017
- Secretary 2008-2009, 2013-2014
- Vice Chair 2010-2011, 2015-2016

National Association of State Boards of Accountancy

- 2021 Distinguished Service Award
- Nominating Committee 2015-2019
- Examination Review Board 2015-2020
 - Chair 2017-2019
 - Vice Chair 2016-2017
- CPA Licensing Examinations Committee 2009-2010
- Education Committee 2008-2009

American Institute of Certified Public Accountants

- Board of Examiners 2013-2014
 - State Board Committee 2010-2014, Chair 2013-2014
 - Executive Committee 2013-2014
- AICPA Council Member 2006
- Virtual Grass Roots Panel 2005-2010
- Appointed member of the national Tax Practice Improvement Committee 2004-2007 and co-author of article on "Document Retention"
- CPA Exam item reviewer 2004
- Appointed three-year member of the national Tax Practice Guides Committee and author of the initial Oil and Gas Tax Practice Guide
- Member Management Consulting Services, Information Technology and Tax Divisions
- Oklahoma representative to National IRS/CPA Issues Meeting 2000
- Certified Information Technology Professional certification (CITP)
- Certified in Financial Forensics

Oklahoma Society of Certified Public Accountants

- Accounting Hall of Fame Inductee-2010
- Board of Directors 2002-2008
 - President 2006-2007
 - President Elect 2005-2006
 - Treasurer 2004-2005
 - Secretary 2002-2004
- Executive Committee 2002-2008
- Planning Committee 2005-2006
- Tax Committee Chair 1999-2001
- Nominating Committee 2000, Chair 2007, 2008

- Oklahoma Representative to Austin Service Center Focus Group
- Oklahoma Tax Commission Liaison (4 years)
- Various committees

Oklahoma Society of Certified Public Accountants Educational Foundation

- Board of Directors 2007-2008

Texas Society of Certified Public Accountants

Other Professional Activities:

- Oklahoma State University School of Accounting 2012 Distinguished Alumna Award
- Recognized by CPA Magazine as one of the Top 100 Most Influential Practitioners, December 2006
- Appointed member of Citizen and Legislative Task Force on Tax Reform 2002
- Provided analysis of proposed legislation in accounting and tax related areas for the Oklahoma Office of State Finance
- Served as Governor Frank Keating's appointee on The Citizens' Task Force on Taxation and as the Task Force's chairman of the Subcommittee on Estate Tax
- Co-Chairman on Business issues for Governor Keating's Task Force on Taxes
- Monitoring committee for "Taking Oklahoma's Business Tax Climate into the 21st Century" study sponsored by the Office of State Finance
- Speaker for various organizations, including Oklahoma City Chamber of Commerce, Tulsa Chamber of Commerce, Oklahoma Bar Association and various civic organizations

Ley Exhibit 1

Barbara A. Lev, CPA, CITP, CFF

Cases in which testimony was rendered through trial or deposition within the past 4 years pursuant to Federal Rule 26:

1. In the United States District Court for the Western District of Oklahoma
Michael Kernen, v. Casillas Operating, LLC and Casillas Petroleum Corp.
Case No. CIV-18-107-R
2. In the United States District Court for the District of New Mexico
The Anderson Living Trust f/k/a The James H. Anderson Living Trust; And Robert
Westfall v. ConocoPhillips Company, LLC
Case No. 12 CV 00039 JB-SCY
3. In the United States District Court for the Northern District of Oklahoma
Kunneman Properties LLC v. Marathon Oil Company
Case No. 17-CV-456-JED-JFJ
4. In the United States District Court for the Western District of Oklahoma
Kenny Wayne Rounds, and Randy Carl Smith, on behalf of themselves and all
others similarly situated, Plaintiffs, v. FourPoint Energy, LLC, n/k/a Unbridled
Resources, LLC, Defendant
Case No. 20-CV-52-JD
5. In the United States District Court for the Eastern District of Oklahoma
Bigie Lee Rhea v. Apache Corporation
Case No. 6:14-cv-00433-JH
6. In the District Court of Oklahoma County, State of Oklahoma
The Loren B. Brown Revocable Trust and The Ethel Brown Revocable Trust,
Plaintiffs, v. Continental Resources, Inc. and Newfield Exploration Mid-Continent
Inc., Defendants
Case No. CJ-2017-4546
7. In the District Court in and for Grady County, State of Oklahoma
Prosser Group Investments II, LLC and Magness Energy LLC,
Plaintiffs, v. Linn Operating, LLC, Roan Resources, LLC and Citizen Energy III,
LLC, Defendants
Case No. CV-2020-11
8. In the District Court in and for Custer County, State of Oklahoma
State of Oklahoma *ex rel.* Commissioners of the Land Office, Plaintiffs,
v. Adparo, LLC, Defendant
Case No. CJ-2021-53

Ley Exhibit 1

9. In the District Court in and for Custer County, State of Oklahoma
State of Oklahoma *ex rel.* Commissioners of the Land Office, Plaintiffs,
v. Crawley Petroleum Corporation, Defendant
Case No. CJ-2021-54

10. In the United States District Court for the Northern District of West Virginia
McArdle Family Partnership, LP, Plaintiff, v. Antero Resources Corporation,
Defendants
Civil Action No. 1:22-cv-01

11. In the United States District Court for the District of Kansas
Cooper-Clark Foundation, Plaintiff, v. Scout Energy Management, LLC, Scout
Energy Group III, LP, Scout Energy Partners III-A, LP, Scout Energy Partners III-
B, LP, Scout Energy Group V, LP, Scout Energy Partners, Co-Invest V-A, LP, and
Scout Energy Partners V-A, LP, Defendants
Civil Action No. 5:22-cv-04048

**Madeline A. Wright, et al., v
Devon Energy Production Company, L.P.,
Civil Action No. 22-CV-213-KHR**

Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9012483	\$505.68
9012496	\$642.87
9012498	\$24.98
9012564	\$7.58
9012568	\$26.83
9012574	\$17.82
9012576	\$91.26
9012592	\$4,541.56
9012603	\$5,158.22
9012635	\$180.76
9012640	\$901.77
9012667	\$16,005.49
9012681	\$994.59
9012700	\$24,440.27
9012719	\$1,013.63
9012725	\$3,569.17
9012730	\$2,796.59
9012742	De Minimis
9012798	\$137.38
9012822	De Minimis
9012839	\$69.79
9012901	De Minimis
9013012	\$32,783.35
9013067	\$20.91
9013088	De Minimis
9013103	\$77.78
9013105	\$7,915.21
9013120	\$341.73
9013138	\$290.58
9013140	\$350.24
9013146	\$937.23
9013167	\$334.36
9013201	\$45.23
9013202	\$3,068.73
9013209	De Minimis
9013226	\$162.09
9013233	\$4,141.98
9013239	De Minimis
9013264	\$127.09
9013285	\$28.16
9013297	De Minimis
9013316	De Minimis
9013317	De Minimis
9013324	\$2,015.86

**Madeline A. Wright, et al., v
Devon Energy Production Company, L.P.,
Civil Action No. 22-CV-213-KHR**

Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9013369	\$527.67
9013387	\$1,168.43
9013389	\$3,529.45
9013390	\$4,499.90
9013391	\$34.66
9013407	\$61.03
9013414	De Minimis
9013416	\$46.79
9013421	\$1,054.62
9013426	\$22.77
9013450	\$5,822.71
9013489	\$1,299.08
9013534	\$47.04
9013549	De Minimis
9013550	De Minimis
9013560	\$1,841.75
9013566	De Minimis
9013575	\$161.61
9013580	De Minimis
9013581	De Minimis
9013598	\$60.32
9013599	\$36.59
9013608	De Minimis
9013648	De Minimis
9013649	\$399.31
9013650	\$70.12
9013654	\$1,355.31
9013666	\$311.58
9013671	De Minimis
9013707	\$84.35
9013712	\$1,135.91
9013735	\$778.93
9013801	\$113,669.77
9013803	De Minimis
9013855	\$20.71
9013978	De Minimis
9013981	\$6.03
9013982	\$25.45
9013991	\$1,714.18
9013993	\$877.21
9014000	\$20.62
9014002	\$407.84
9014019	\$227.74
9014026	\$1,182.54

**Madeline A. Wright, et al., v
Devon Energy Production Company, L.P.,
Civil Action No. 22-CV-213-KHR**

Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9014045	\$8.57
9014060	\$98,128.24
9014076	De Minimis
9014090	\$58.46
9014095	De Minimis
9014132	\$379.51
9014147	De Minimis
9014188	\$818.53
9014262	\$15,406.00
9014283	De Minimis
9014377	\$1,248.23
9014534	\$3,659.09
9014570	De Minimis
9014571	De Minimis
9014606	De Minimis
9014630	De Minimis
9014667	\$6.08
9014718	De Minimis
9014927	De Minimis
9014970	\$164.45
9014971	\$276.82
9015214	\$970.31
9015286	De Minimis
9015340	De Minimis
9015345	De Minimis
9015373	De Minimis
9015374	\$7.82
9015375	\$27.65
9015401	\$1,477.07
9015460	\$366.75
9015484	\$53.63
9015501	\$6,006.57
9015580	\$170.37
9015610	\$1,586.27
9015642	\$3,162.58
9015703	De Minimis
9015787	De Minimis
9015792	De Minimis
9015807	\$5,037.17
9015954	\$279.65
9015964	\$15.07
9015973	De Minimis
9015976	\$5,234.57
9016030	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>
9016118	\$7.82
9016153	De Minimis
9016188	\$358.83
9016197	De Minimis
9016213	\$23,034.78
9016223	\$12.97
9016243	\$81.85
9016308	\$1,649.91
9016355	\$176.98
9016360	De Minimis
9016457	\$16,571.94
9016472	\$1,280.52
9016505	\$13,968.83
9016511	\$8.67
9016530	\$117.24
9016539	\$258.06
9016548	\$6.15
9016601	\$143.94
9016610	De Minimis
9016624	\$3,814.33
9016663	\$2,486.86
9016690	\$11.17
9016691	\$6.36
9016753	De Minimis
9016761	\$19.50
9016765	De Minimis
9016956	\$381.32
9017037	\$333.13
9017130	\$1,412.97
9017570	De Minimis
9017698	De Minimis
9017775	\$7.78
9017786	De Minimis
9017815	\$1,426.65
9017902	\$74.57
9018016	De Minimis
9018108	\$2,610.04
9018156	\$16.54
9018175	\$771.81
9018201	\$10,788.95
9018273	\$35,189.93
9018387	\$2,405.33
9018420	\$137.38
9018541	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>
9018547	De Minimis
9018551	De Minimis
9018567	\$3,396.04
9018619	\$5,142.17
9018649	De Minimis
9018706	\$589.66
9018791	\$11,946.37
9018944	\$1,969.03
9019011	\$5,491.90
9019156	\$752.05
9019258	\$46.80
9019283	\$34.92
9019284	De Minimis
9019536	\$9,249.09
9019696	De Minimis
9019766	\$8.73
9019883	De Minimis
9022014	\$419.51
9022015	\$419.69
9022025	\$243.47
9022030	\$18.99
9022034	De Minimis
9022035	\$34.42
9022036	De Minimis
9022050	\$10.99
9022113	\$1,002.77
9022128	De Minimis
9022233	\$8.87
9022294	De Minimis
9022298	\$213.95
9022335	\$19.73
9022361	De Minimis
9022391	\$41.51
9022426	\$11.74
9022458	\$5,622.14
9022473	\$1,236.95
9022569	\$129.21
9022583	\$44.43
9022608	De Minimis
9022640	De Minimis
9022744	De Minimis
9022838	De Minimis
9022905	\$8,885.21
9023011	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>
9023130	\$119.73
9023197	\$2,933.60
9023321	\$562.20
9023332	\$11.13
9023368	\$3,757.58
9023421	De Minimis
9023423	\$1,132.17
9023436	\$2,367.13
9023442	\$892.85
9023448	\$7,481.19
9023449	\$17.04
9023450	\$286.46
9023452	\$211.96
9023460	\$10,888.00
9023465	\$2,717.28
9023469	\$936.42
9023471	De Minimis
9023476	\$6.40
9023481	De Minimis
9023482	De Minimis
9023487	\$4,627.40
9023490	De Minimis
9023495	De Minimis
9023499	De Minimis
9023510	De Minimis
9023511	De Minimis
9023512	\$204.80
9023513	De Minimis
9023515	De Minimis
9023518	De Minimis
9023534	De Minimis
9023539	\$64.04
9023542	De Minimis
9023544	\$1,296.66
9023545	\$2,745.98
9023546	De Minimis
9023558	De Minimis
9023559	\$8.53
9023565	\$6.80
9023574	\$1,298.64
9023575	De Minimis
9023594	De Minimis
9023595	\$5.43
9023599	\$259.84

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9023602	\$6,556.68
9023611	\$165.15
9023613	\$510.36
9023618	\$7.26
9023619	De Minimis
9023620	De Minimis
9023621	De Minimis
9023622	De Minimis
9023632	De Minimis
9023633	\$676.16
9023635	\$1,556.89
9023640	De Minimis
9023642	\$2,401.32
9023643	De Minimis
9023648	\$36.38
9023649	\$3,326.62
9023696	De Minimis
9023742	\$172.04
9023850	\$93.74
9023858	De Minimis
9026079	\$1,552.13
9026090	De Minimis
9026124	De Minimis
9026660	\$190.28
9027842	\$63.74
9028116	De Minimis
9028417	De Minimis
9033077	\$113.32
9035443	\$1,220.98
9036201	\$459.41
9036249	\$5.99
9039023	\$2,713.69
9039451	\$3,656.21
9039776	\$23.34
9040226	\$289.68
9040261	\$1,028.01
9040264	\$96.02
9040364	De Minimis
9040380	De Minimis
9040437	De Minimis
9040717	De Minimis
9040718	De Minimis
9040719	De Minimis
9040736	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>
9040738	De Minimis
9040740	\$1,869.09
9040769	De Minimis
9040793	De Minimis
9040930	De Minimis
9041369	\$361.29
9041640	\$5.86
9041641	De Minimis
9041642	De Minimis
9041643	De Minimis
9041665	De Minimis
9041713	\$26.25
9041722	\$44.39
9041730	De Minimis
9041879	De Minimis
9041888	\$17.21
9042195	De Minimis
9042196	\$14.56
9042219	De Minimis
9042232	De Minimis
9042391	De Minimis
9042440	De Minimis
9042441	\$11.26
9042455	De Minimis
9042686	\$98.57
9042787	\$2,692.68
9042994	\$1,110.81
9042995	\$97.13
9043012	\$2,018.04
9043097	\$393.73
9043171	De Minimis
9043193	\$223.19
9043246	De Minimis
9043342	\$13.09
9043392	De Minimis
9043508	De Minimis
9043521	\$72.23
9043548	\$87,328.77
9043649	De Minimis
9043650	De Minimis
9043684	\$25.74
9043698	\$9,808.57
9043730	\$5.01
9043772	De Minimis

**Madeline A. Wright, et al., v
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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9043861	De Minimis
9043904	\$26.48
9043905	\$26.56
9043906	\$14.86
9043918	\$2,292.31
9044173	\$1,892.85
9044175	\$21,651.82
9044299	\$209,262.76
9044315	\$175.35
9044316	\$15.63
9044319	\$17.21
9044390	De Minimis
9044391	\$7,187.78
9044457	De Minimis
9044474	\$5.60
9044552	\$324.71
9044665	De Minimis
9044679	\$21.54
9044702	\$1,835.53
9044703	\$1,871.34
9044704	\$1,835.58
9044705	\$1,835.51
9044706	\$1,835.53
9044924	\$54.52
9044925	\$25.52
9044945	De Minimis
9044946	De Minimis
9044955	\$7.07
9045428	\$2,554.28
9045570	\$877.53
9045572	\$916.95
9045733	\$5,272.53
9045773	\$4,832.13
9045798	\$3,423.51
9045869	De Minimis
9046043	\$18.43
9046044	De Minimis
9046058	De Minimis
9046316	\$7.24
9046356	\$103.56
9046415	\$23.41
9046490	\$14.06
9046576	De Minimis
9046577	\$88.89

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9046728	\$5.57
9046885	\$6,439.92
9046982	De Minimis
9046992	\$14,374.58
9047052	\$57.40
9047381	\$5,249.00
9048046	\$206.01
9048095	De Minimis
9048818	\$9,609.61
9048885	\$21.91
9048886	\$67.98
9049008	\$3,055.32
9049010	\$5.23
9049012	De Minimis
9049013	\$183.71
9049016	\$871.77
9049130	De Minimis
9049132	\$5.23
9049133	\$135.77
9049323	De Minimis
9049530	\$11.14
9049531	\$83.14
9049532	\$36.43
9049534	\$290.84
9049671	\$35.19
9049783	De Minimis
9049784	De Minimis
9049785	De Minimis
9049837	De Minimis
9049883	\$9.49
9049885	\$6.72
9049886	\$6.73
9049887	\$6.73
9049888	\$6.73
9049905	\$1,633.20
9050055	De Minimis
9050165	De Minimis
9050695	\$29.17
9050714	\$48.51
9050784	De Minimis
9050785	\$54.61
9050786	\$171.73
9051064	\$10,597.28
9051065	\$3,697.13

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9051066	\$2,798.27
9051067	\$15,733.45
9051069	\$2,171.77
9051070	\$18,558.97
9051071	\$8,384.44
9051097	\$3,438.81
9051098	\$5,022.52
9051174	\$568.00
9051301	De Minimis
9051717	De Minimis
9051910	\$110.28
9051940	\$33.76
9051941	\$1,649.50
9051942	\$35.41
9051943	\$1,489.74
9052016	\$63.30
9052227	\$712.28
9052253	De Minimis
9052347	De Minimis
9052378	De Minimis
9052771	\$12.23
9052772	\$10.14
9052782	De Minimis
9052830	\$1,527.64
9052831	\$1,527.64
9052929	\$19.25
9053043	De Minimis
9053044	De Minimis
9053133	De Minimis
9053148	\$578.19
9053150	De Minimis
9053581	De Minimis
9053582	De Minimis
9054011	De Minimis
9054652	De Minimis
9054653	De Minimis
9054715	\$78.11
9054782	De Minimis
9054783	De Minimis
9055294	\$5,386.97
9055407	De Minimis
9055679	De Minimis
9055680	De Minimis
9055695	\$1,015.93

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9055769	\$38.45
9055952	\$10,443.70
9055972	\$83.67
9056206	De Minimis
9056274	\$20.37
9056598	\$8,809.93
9056771	\$2,215.27
9058133	\$412.23
9058620	De Minimis
9058621	\$37.85
9058623	De Minimis
9058861	\$36.76
9059029	De Minimis
9059030	De Minimis
9059031	De Minimis
9059034	De Minimis
9059036	De Minimis
9059038	De Minimis
9059039	De Minimis
9059327	\$13.41
9059367	De Minimis
9060079	\$229.16
9060260	De Minimis
9060318	De Minimis
9061344	De Minimis
9061705	De Minimis
9062444	\$17.14
9063054	\$492.85
9063130	\$5.53
9063217	De Minimis
9063632	\$19.02
9063842	\$258.95
9064034	\$38,770.18
9064889	De Minimis
9064944	De Minimis
9065210	\$7.07
9065306	\$65.44
9066003	De Minimis
9066015	\$2,029.29
9066052	De Minimis
9066055	De Minimis
9066057	De Minimis
9066058	De Minimis
9066064	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>
9066073	\$28.92
9066080	De Minimis
9066097	De Minimis
9066104	De Minimis
9066124	De Minimis
9066134	\$36.31
9066151	De Minimis
9066159	De Minimis
9066161	De Minimis
9066385	\$58.80
9066386	\$59.11
9066387	\$57.63
9066414	De Minimis
9066415	\$34.77
9066416	De Minimis
9067588	\$664.00
9071091	De Minimis
9071092	De Minimis
9071817	\$25.82
9071818	De Minimis
9072926	De Minimis
9073290	\$400.68
9073392	\$321.47
9073525	De Minimis
9073535	De Minimis
9073735	\$41.71
9073760	\$135.17
9074241	\$6.18
9074382	De Minimis
9074731	\$524.06
9074736	De Minimis
9074742	De Minimis
9074947	\$89.82
9075827	De Minimis
9076785	\$73.25
9076788	De Minimis
9076789	De Minimis
9077216	De Minimis
9078926	De Minimis
9078927	De Minimis
9078928	De Minimis
9079002	De Minimis
9079378	\$36.26
9080304	\$92.61

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9080741	De Minimis
9080839	\$845.60
9081095	\$522.52
9081422	\$1,875.04
9081491	De Minimis
9081493	\$5,894.63
9081495	De Minimis
9081496	De Minimis
9081497	\$187.69
9081498	\$24.90
9081500	De Minimis
9081514	De Minimis
9081767	\$5,467.24
9082564	\$12.78
9083253	\$17,292.08
9083336	\$11.71
9083573	\$8.57
9083741	De Minimis
9083987	\$13.41
9084065	\$7.82
9084084	\$195.49
9084552	\$12.66
9084781	\$840.44
9084788	\$17.58
9084789	\$31.07
9084791	\$27.61
9085532	\$14,584.87
9085570	De Minimis
9086568	De Minimis
9086569	De Minimis
9086779	De Minimis
9086804	\$1,220.97
9086957	\$158.44
9087158	\$110.90
9087181	De Minimis
9087390	De Minimis
9087550	De Minimis
9087697	De Minimis
9087758	\$16.13
9087762	De Minimis
9087765	\$15,036.94
9087773	De Minimis
9087776	De Minimis
9087801	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>
9087811	De Minimis
9087813	De Minimis
9087886	De Minimis
9087889	De Minimis
9087890	\$31.40
9087928	\$6.40
9087929	De Minimis
9087930	De Minimis
9087951	De Minimis
9087982	\$14.06
9088034	\$61.24
9088134	De Minimis
9088746	\$2,372.72
9088761	\$182.86
9088778	De Minimis
9088803	\$6.40
9089103	\$570.02
9089107	\$22.63
9089108	\$140.80
9089241	De Minimis
9089277	De Minimis
9089405	De Minimis
9089435	\$1,700.09
9089458	\$3,616.03
9089459	De Minimis
9089642	\$183.28
9089674	De Minimis
9089679	De Minimis
9089712	De Minimis
9089726	De Minimis
9089728	\$327.26
9089729	De Minimis
9089739	De Minimis
9089746	De Minimis
9089754	\$5.05
9089977	\$37.10
9089980	De Minimis
9090030	\$253.04
9090031	\$126.61
9090033	De Minimis
9090103	\$159.48
9090112	\$72.93
9090584	De Minimis
9090624	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>
9090628	\$5.57
9090645	De Minimis
9090648	De Minimis
9090656	\$285.49
9090661	\$14.47
9090670	De Minimis
9090673	\$348.39
9090687	De Minimis
9090728	De Minimis
9090732	De Minimis
9090743	\$33.41
9090839	\$131.09
9090842	\$341.65
9090843	\$238.33
9090844	\$341.33
9090845	\$7,237.12
9091103	De Minimis
9091104	\$270.76
9091106	\$1,391.23
9091107	De Minimis
9091108	De Minimis
9091111	\$322.21
9091112	De Minimis
9091117	De Minimis
9091218	De Minimis
9091321	De Minimis
9091449	\$388.74
9091628	De Minimis
9092520	De Minimis
9092653	\$17.33
9092663	De Minimis
9092665	De Minimis
9092739	\$2,215.30
9092791	\$1,865.05
9092798	\$1,187.14
9092801	De Minimis
9092802	De Minimis
9092803	De Minimis
9092818	De Minimis
9092827	De Minimis
9092832	\$39.24
9092844	\$15.14
9092849	\$589.97
9092883	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>
9092976	De Minimis
9092979	De Minimis
9093014	\$165.83
9093065	\$11.74
9093089	\$25.87
9093090	\$20.61
9093091	\$261.07
9093094	\$37.38
9093105	De Minimis
9093112	De Minimis
9093113	\$34.03
9093115	\$154.03
9093117	\$80.09
9093120	\$55.83
9093121	\$78.01
9093122	De Minimis
9093123	\$10.26
9093124	\$9.96
9093127	\$25.98
9093130	\$102.07
9093132	\$58.56
9093134	\$129.34
9093137	\$54.84
9093138	\$58.36
9093140	\$80.67
9093143	De Minimis
9093147	\$28.87
9093148	\$27.46
9093149	\$25.00
9093157	\$62.49
9093160	De Minimis
9093161	De Minimis
9093163	\$8.39
9093166	\$15.53
9093167	\$21.25
9093168	\$20.19
9093169	\$78.86
9093170	\$77.53
9093171	\$7.71
9093178	\$10.00
9093182	\$117.44
9093183	\$17.43
9093185	\$98.36
9093186	\$404.86

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9093189	\$74.06
9093190	De Minimis
9093191	\$13.08
9093192	\$9.82
9093193	\$199.63
9093194	De Minimis
9093195	De Minimis
9093199	\$8.99
9093200	De Minimis
9093317	\$37.12
9093318	\$23.15
9093319	\$54.40
9093320	\$56.93
9094346	\$7,195.13
9094821	De Minimis
9095051	\$19,756.80
9095464	De Minimis
9095852	De Minimis
9095986	De Minimis
9096240	\$1,286.79
9096394	De Minimis
9096526	De Minimis
9096547	\$524.84
9096604	\$718.48
9096605	De Minimis
9096607	De Minimis
9096700	\$18.37
9096790	\$8.96
9096814	De Minimis
9097003	\$142.63
9097866	\$618.84
9098310	\$23.82
9099883	\$84.25
9099890	\$84.24
9099979	De Minimis
9100954	De Minimis
9100956	De Minimis
9101497	De Minimis
9102747	\$184.62
9102887	\$13.87
9103187	\$66.45
9103261	De Minimis
9103601	\$6,008.11
9103658	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>
9105587	De Minimis
9106320	\$95.05
9106374	De Minimis
9106739	\$15.15
9107113	De Minimis
9107285	De Minimis
9107544	De Minimis
9107630	\$378.71
9107788	De Minimis
9108054	\$412.10
9108055	\$413.00
9108056	\$411.10
9108057	\$416.15
9108465	\$1,564.31
9108479	\$54.80
9108492	\$17.93
9108743	De Minimis
9108747	De Minimis
9108849	\$1,167.71
9108850	\$1,095.38
9108851	\$1,136.23
9109124	De Minimis
9109199	\$137.28
9109534	\$55.05
9109884	De Minimis
9110102	De Minimis
9110104	De Minimis
9110555	\$1,274.83
9110570	De Minimis
9110887	De Minimis
9110973	\$55.92
9111608	De Minimis
9111619	De Minimis
9111620	De Minimis
9111653	\$261.57
9111654	\$230.71
9111675	\$1,106.56
9111883	\$25.29
9112143	\$11,676.13
9112673	\$77,096.28
9112675	\$77,074.00
9112900	\$1,385.20
9113406	\$705.91
9113829	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>
9113871	\$182.90
9113882	\$5.72
9114982	\$68.07
9115419	\$72.66
9115735	De Minimis
9115805	De Minimis
9116073	\$286.19
9116445	De Minimis
9116459	\$4,241.10
9116516	De Minimis
9116845	\$8.50
9116846	\$8.35
9117030	\$60.36
9117348	\$137.94
9117352	De Minimis
9117354	De Minimis
9117911	\$1,292.46
9118016	De Minimis
9118044	\$294.64
9118070	\$1,047.01
9118087	\$698.05
9118090	\$28.92
9118091	De Minimis
9118195	De Minimis
9118415	De Minimis
9118577	\$8.01
9118578	De Minimis
9118768	\$11.45
9118770	\$5.23
9119422	\$96.98
9119514	\$181.03
9119976	De Minimis
9119993	\$2,673.42
9119997	\$154.39
9120022	\$94.25
9120541	\$499.53
9121808	De Minimis
9121922	\$37.77
9122049	De Minimis
9124212	De Minimis
9124217	De Minimis
9124228	De Minimis
9124470	De Minimis
9124547	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>
9124556	De Minimis
9124573	\$17.76
9124578	De Minimis
9124612	De Minimis
9124620	De Minimis
9124642	\$22.02
9124700	\$52.66
9124707	\$52.66
9124750	\$16.50
9124758	De Minimis
9124780	\$23.37
9124909	De Minimis
9124961	De Minimis
9125123	De Minimis
9125137	De Minimis
9125191	\$5.19
9125232	De Minimis
9125303	\$129.63
9125415	De Minimis
9125486	De Minimis
9125515	\$5.39
9125537	De Minimis
9125546	De Minimis
9125595	De Minimis
9125602	De Minimis
9126251	De Minimis
9126366	De Minimis
9126407	De Minimis
9128191	De Minimis
9131635	De Minimis
9131637	De Minimis
9131870	\$5,272.53
9133303	\$1,350.06
9134204	De Minimis
9134570	De Minimis
9135040	De Minimis
9135198	\$1,651.65
9135369	De Minimis
9135550	De Minimis
9135555	\$18.99
9135556	De Minimis
9135557	De Minimis
9135564	\$14,286.06
9138003	\$28.50

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9140108	De Minimis
9140109	\$33.76
9140193	\$338.46
9140346	De Minimis
9140637	\$9,659.64
9140658	De Minimis
9140668	\$5.71
9140669	\$59.09
9140695	De Minimis
9140844	\$767.97
9141151	De Minimis
9141221	De Minimis
9141980	De Minimis
9143229	\$459.66
9143276	De Minimis
9143337	De Minimis
9143402	De Minimis
9144784	De Minimis
9144879	\$1,717.01
9144881	\$736.54
9144981	De Minimis
9145199	\$61.46
9145851	De Minimis
9146453	\$3,721.87
9146454	\$74,966.23
9146565	De Minimis
9146812	De Minimis
9147614	De Minimis
9147760	\$3,296.84
9147799	De Minimis
9148218	\$1,306.42
9148735	De Minimis
9149885	De Minimis
9150011	\$11,353.78
9150888	\$54.33
9151335	\$15.95
9151699	De Minimis
9152168	\$2,215.87
9152420	\$158.81
9152542	De Minimis
9153143	\$83.65
9159143	\$26,199.39
9160379	\$3,478.50
9161271	\$21.50

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9162654	\$41,906.87
9162730	\$29.53
9162736	\$12.23
9163947	\$5.96
9165926	De Minimis
9166812	De Minimis
9166989	\$10.29
9167084	De Minimis
9167159	\$7.18
9167160	De Minimis
9168269	De Minimis
9168291	De Minimis
9168292	De Minimis
9168293	De Minimis
9168425	\$490.62
9168508	\$10.12
9168653	De Minimis
9169358	\$5,788.24
9169708	De Minimis
9169972	De Minimis
9171384	De Minimis
9171935	\$560.70
9172185	\$24.22
9172594	De Minimis
9172980	De Minimis
9173285	De Minimis
9173402	\$12.81
9174025	\$14.94
9174089	\$4,653.74
9174090	\$4,653.74
9174092	\$4,653.75
9174094	\$4,653.76
9175406	De Minimis
9175407	De Minimis
9175408	De Minimis
9175409	De Minimis
9175411	De Minimis
9175413	\$6.30
9175416	De Minimis
9175417	De Minimis
9177088	\$369.51
9177142	De Minimis
9177155	\$2,190.16
9177942	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>
9177944	De Minimis
9178536	De Minimis
9178788	\$19.62
9179329	De Minimis
9179601	De Minimis
9179616	De Minimis
9179964	\$24.90
9181083	\$233.92
9181236	\$3,286.35
9181967	\$12,569.96
9182276	\$12.42
9182362	\$3,001.39
9182407	\$368.66
9182733	De Minimis
9182815	\$30.66
9183290	\$22.70
9184025	De Minimis
9184079	\$16.13
9184272	\$720.94
9184273	\$678.13
9184274	\$660.15
9184429	De Minimis
9184597	\$1,154.41
9184627	\$7,830.65
9184800	\$45.34
9185303	\$60.40
9185353	\$9.16
9186512	De Minimis
9186791	De Minimis
9186974	De Minimis
9187138	\$6.93
9187143	\$38.60
9187533	\$1,151.11
9187690	\$1,174.08
9187695	De Minimis
9189027	De Minimis
9189090	\$900.83
9189096	\$874.63
9189098	\$57.10
9189099	\$56.53
9189100	\$57.37
9189108	\$14,467.27
9189109	\$270.77
9189111	\$47.22

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9189124	De Minimis
9189879	De Minimis
9189958	\$26.83
9189961	\$18.25
9189962	\$26.10
9189963	\$26.83
9189964	De Minimis
9189965	\$26.10
9189976	\$11.77
9189982	\$26.10
9189987	De Minimis
9190249	\$1,000.41
9190256	\$3,412.25
9190412	\$54.22
9190445	De Minimis
9190457	De Minimis
9190501	\$255.27
9190502	De Minimis
9190705	De Minimis
9190707	\$251.17
9190708	De Minimis
9190714	De Minimis
9191287	\$17.68
9191288	\$17.65
9191459	\$175.53
9191460	De Minimis
9191497	De Minimis
9191566	De Minimis
9191826	De Minimis
9192035	De Minimis
9192061	De Minimis
9192062	De Minimis
9192063	\$744.10
9192064	De Minimis
9192065	\$12.12
9192069	\$28.42
9192070	\$33.38
9192072	De Minimis
9192074	De Minimis
9192075	\$58.32
9192078	De Minimis
9192080	\$12.12
9192081	De Minimis
9192082	\$26.58

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9192083	\$15.97
9192085	De Minimis
9192086	De Minimis
9192087	\$30.66
9192089	De Minimis
9192090	De Minimis
9192093	\$14.27
9192094	De Minimis
9192095	De Minimis
9192101	\$11.62
9192126	De Minimis
9192127	De Minimis
9192128	\$7.10
9192129	De Minimis
9192130	De Minimis
9192131	De Minimis
9192133	\$8.29
9192134	De Minimis
9192135	\$42.78
9192136	De Minimis
9192137	\$14.76
9192140	De Minimis
9192141	\$11.75
9192144	De Minimis
9192145	\$6.90
9192146	De Minimis
9192147	De Minimis
9192149	\$13.29
9192150	De Minimis
9192151	De Minimis
9192152	De Minimis
9192154	De Minimis
9192156	De Minimis
9192157	De Minimis
9192158	De Minimis
9192159	\$298.86
9192160	\$14.77
9192161	\$6.51
9192162	De Minimis
9192166	\$60.51
9192171	\$7.03
9192174	De Minimis
9192176	De Minimis
9192177	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>
9192178	De Minimis
9192179	\$11.62
9192180	De Minimis
9192186	\$197.00
9192187	De Minimis
9192188	\$9.67
9192189	\$5.89
9192190	De Minimis
9192196	\$9.60
9192197	\$229.66
9192198	De Minimis
9192200	De Minimis
9192206	\$81.33
9192208	De Minimis
9192209	De Minimis
9192210	De Minimis
9192217	\$279.03
9192218	\$13.68
9192219	\$5.86
9192220	De Minimis
9192227	De Minimis
9192228	\$210.11
9192229	De Minimis
9192231	De Minimis
9192233	\$29.74
9192235	De Minimis
9192236	De Minimis
9192242	De Minimis
9192309	De Minimis
9192416	De Minimis
9192419	De Minimis
9192420	\$90.32
9192421	De Minimis
9192425	\$6.42
9192426	De Minimis
9192430	De Minimis
9192431	\$5.22
9192433	De Minimis
9192434	De Minimis
9192435	\$6.85
9192441	\$20.23
9192443	De Minimis
9192444	De Minimis
9192447	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>
9192448	De Minimis
9192449	De Minimis
9192450	\$10.54
9192451	De Minimis
9192452	De Minimis
9192453	De Minimis
9192455	De Minimis
9192456	\$10.24
9192460	De Minimis
9192461	\$33.35
9192462	De Minimis
9192463	De Minimis
9192464	\$5.81
9192466	\$25.22
9192467	\$16.20
9192468	De Minimis
9192472	De Minimis
9192473	\$38.18
9192475	De Minimis
9192476	De Minimis
9192477	\$17.07
9192479	\$158.22
9192482	De Minimis
9192483	De Minimis
9192486	De Minimis
9192487	\$21.66
9192491	De Minimis
9192492	De Minimis
9192494	\$7.60
9192495	\$5.67
9192496	De Minimis
9192497	\$7.26
9192498	De Minimis
9192499	De Minimis
9192501	De Minimis
9192502	De Minimis
9192505	\$22.99
9192507	De Minimis
9192512	\$118.52
9192514	De Minimis
9192516	De Minimis
9192517	De Minimis
9192518	De Minimis
9192519	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>
9192521	De Minimis
9192522	De Minimis
9192523	De Minimis
9192524	De Minimis
9192525	De Minimis
9192527	De Minimis
9192528	De Minimis
9192529	De Minimis
9192531	De Minimis
9192532	De Minimis
9192534	De Minimis
9192536	De Minimis
9192537	De Minimis
9192538	De Minimis
9192543	De Minimis
9192544	De Minimis
9192545	De Minimis
9192546	De Minimis
9192547	De Minimis
9192548	De Minimis
9192550	De Minimis
9192551	De Minimis
9192552	De Minimis
9192553	De Minimis
9192554	De Minimis
9192555	De Minimis
9192556	\$303.72
9192558	De Minimis
9192562	De Minimis
9192563	De Minimis
9192564	De Minimis
9192565	De Minimis
9192568	De Minimis
9192569	De Minimis
9192570	De Minimis
9192571	De Minimis
9192574	De Minimis
9192576	De Minimis
9192577	De Minimis
9192578	De Minimis
9192579	De Minimis
9192580	De Minimis
9192581	De Minimis
9192587	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>
9192588	De Minimis
9192590	De Minimis
9192593	De Minimis
9192594	De Minimis
9192597	De Minimis
9192598	De Minimis
9192766	\$11.77
9192767	\$43.27
9192768	\$42.57
9192769	De Minimis
9192770	De Minimis
9192771	De Minimis
9192772	De Minimis
9192788	\$61.44
9192792	De Minimis
9192793	De Minimis
9192797	De Minimis
9192800	De Minimis
9192803	\$3,792.30
9192805	\$89.21
9192806	De Minimis
9192807	\$161.31
9192811	De Minimis
9192812	\$5.36
9192813	De Minimis
9192819	De Minimis
9192822	De Minimis
9192824	De Minimis
9192826	\$144.02
9192828	De Minimis
9192832	\$157.22
9192833	\$159.23
9192834	\$22.66
9192836	\$800.18
9192840	De Minimis
9192841	De Minimis
9192845	De Minimis
9192847	\$31.96
9192850	\$15.46
9192853	De Minimis
9192854	\$16.88
9192855	De Minimis
9192862	\$13.62
9192866	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>
9192868	\$26.94
9192869	De Minimis
9192872	\$94.80
9192873	De Minimis
9192874	De Minimis
9192875	\$22.30
9192879	\$17.73
9192881	De Minimis
9192882	De Minimis
9192883	De Minimis
9192884	\$123.05
9192890	\$21.19
9192892	De Minimis
9192894	\$20,607.68
9192978	De Minimis
9192996	\$1,815.63
9193076	De Minimis
9193121	\$6.86
9193122	\$27.38
9193123	De Minimis
9193329	\$1,850.43
9193330	\$384.25
9193332	\$521.27
9193339	\$82.07
9193352	\$573.83
9193354	\$59.77
9193361	\$384.26
9193410	\$111.74
9193664	\$22,409.32
9193892	\$454.74
9193964	\$10.62
9193965	\$10.23
9193967	De Minimis
9193968	De Minimis
9193969	\$86.33
9193975	\$10.57
9193976	\$13.36
9194556	\$17.18
9194753	\$61.10
9194926	\$534.95
9195064	De Minimis
9195298	De Minimis
9195300	De Minimis
9195431	\$10.57

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9195432	\$690.74
9195433	\$129.10
9195434	\$43.30
9195436	\$2,702.34
9195437	\$113.53
9195438	De Minimis
9195440	\$95.15
9195461	De Minimis
9195474	De Minimis
9195502	\$33.46
9195527	\$2,613.01
9195790	De Minimis
9195845	\$286.32
9195847	\$250.12
9195849	\$9,458.50
9195851	\$250.12
9195852	\$250.12
9195855	\$273.74
9195936	De Minimis
9195968	De Minimis
9196014	\$156.80
9196361	\$1,492.96
9196450	\$22,279.47
9196619	De Minimis
9197161	De Minimis
9197177	\$102.27
9197669	\$105.65
9197927	De Minimis
9198799	De Minimis
9198800	\$36.89
9198801	\$12.44
9198802	\$2,000.79
9198803	De Minimis
9198826	De Minimis
9198827	De Minimis
9198829	\$7.28
9198831	De Minimis
9199197	\$6.22
9199210	De Minimis
9199225	\$304.58
9199243	De Minimis
9199244	\$1,522.79
9199245	\$407.56
9199252	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>
9199255	De Minimis
9199452	\$5.67
9199506	\$76.53
9199618	\$2,309.03
9199802	De Minimis
9199803	De Minimis
9199804	De Minimis
9200067	\$7,984.01
9200171	\$7.86
9200332	\$16.69
9200335	De Minimis
9200390	De Minimis
9200428	\$17.89
9200429	\$1,622.81
9200430	\$778.94
9200436	\$767.71
9200437	De Minimis
9200438	De Minimis
9200441	De Minimis
9200444	\$45.88
9200560	De Minimis
9200570	\$763.44
9200624	\$9.60
9200856	\$209.81
9201426	\$31.81
9201591	\$225.73
9201699	De Minimis
9201772	De Minimis
9201808	\$862.40
9201931	\$6,334.50
9202504	De Minimis
9202506	De Minimis
9202508	De Minimis
9202523	De Minimis
9202532	\$26.90
9202533	\$33,921.17
9202534	\$402.34
9202535	\$402.34
9202546	\$402.34
9202547	\$1,210.08
9202548	\$1,352.39
9202549	\$195.29
9202550	\$144.27
9202556	\$199.93

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9202557	\$132.72
9202558	\$195.29
9202559	\$814.13
9202560	\$23,556.03
9202681	De Minimis
9203055	\$333.02
9203168	De Minimis
9203210	\$18,257.63
9203227	De Minimis
9203315	\$81.89
9203335	\$287.02
9203423	De Minimis
9203588	De Minimis
9203716	\$17,533.33
9203941	De Minimis
9204111	De Minimis
9204332	\$903.31
9204340	\$2,501.53
9204341	\$2,545.94
9204342	\$2,456.15
9204343	\$2,974.89
9204344	\$2,663.80
9204345	\$3,562.41
9204346	\$2,510.36
9204347	\$2,588.40
9204348	\$2,588.29
9204378	De Minimis
9204469	\$323.75
9204787	\$33.51
9204788	\$382.57
9204799	\$270,333.74
9205458	\$5.65
9205616	\$1,321.39
9205730	\$46.41
9205756	\$100.23
9205757	\$23.58
9205758	\$433.38
9205954	\$94.72
9205962	\$94.04
9205990	\$9,106.38
9206571	De Minimis
9206635	De Minimis
9206720	\$34.53
9206838	\$67.02

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9206854	De Minimis
9206925	\$26.67
9207027	\$26.39
9207045	\$79.89
9207121	De Minimis
9209446	\$1,607.93
9209447	\$1,735.53
9209487	\$22.25
9209920	\$351.12
9209991	De Minimis
9210190	De Minimis
9210201	De Minimis
9210204	\$37.13
9210207	\$8.46
9210208	\$28.86
9210209	De Minimis
9210211	De Minimis
9210214	De Minimis
9210215	De Minimis
9210219	De Minimis
9210220	De Minimis
9210222	De Minimis
9210223	De Minimis
9210224	De Minimis
9210225	De Minimis
9210228	De Minimis
9210229	De Minimis
9210232	De Minimis
9210233	De Minimis
9210234	De Minimis
9210243	De Minimis
9210244	De Minimis
9210245	De Minimis
9210248	De Minimis
9210252	De Minimis
9210255	De Minimis
9210257	De Minimis
9210258	De Minimis
9210259	De Minimis
9210260	De Minimis
9210261	De Minimis
9210265	De Minimis
9210267	De Minimis
9210271	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>
9210272	De Minimis
9210273	De Minimis
9210275	De Minimis
9210276	De Minimis
9210277	De Minimis
9210278	De Minimis
9210279	De Minimis
9210280	De Minimis
9210281	De Minimis
9210282	De Minimis
9210288	De Minimis
9210290	De Minimis
9210291	De Minimis
9210292	De Minimis
9210293	De Minimis
9210294	De Minimis
9210296	De Minimis
9210297	De Minimis
9210302	De Minimis
9210304	De Minimis
9210307	De Minimis
9210308	De Minimis
9210310	De Minimis
9210311	De Minimis
9210312	De Minimis
9210313	De Minimis
9210315	De Minimis
9210316	De Minimis
9210317	De Minimis
9210319	\$16.84
9210320	De Minimis
9210321	De Minimis
9210692	\$15.20
9210774	\$814.23
9210788	\$243.00
9211071	\$37,647.03
9211205	\$1,142.48
9211211	\$450.97
9213496	\$7.79
9213981	\$6.18
9214389	De Minimis
9214447	De Minimis
9214448	\$18.69
9214576	\$438.22

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9214577	\$438.22
9214689	De Minimis
9214845	De Minimis
9214846	De Minimis
9214847	De Minimis
9214848	De Minimis
9214849	De Minimis
9214850	De Minimis
9214851	De Minimis
9214852	De Minimis
9214859	\$41.18
9214860	De Minimis
9214864	De Minimis
9214867	\$74.63
9214868	De Minimis
9214869	De Minimis
9214872	De Minimis
9214873	De Minimis
9214876	\$30.62
9214877	\$37.30
9214878	\$30.66
9214883	\$1,877.13
9214885	De Minimis
9214887	De Minimis
9214891	\$22.09
9214892	De Minimis
9214896	\$61.65
9214897	\$37.90
9214898	\$102.37
9214902	De Minimis
9214909	De Minimis
9214911	De Minimis
9214912	De Minimis
9214922	De Minimis
9214925	De Minimis
9214929	De Minimis
9214930	De Minimis
9214932	De Minimis
9214936	De Minimis
9214946	De Minimis
9214947	De Minimis
9214950	\$16.76
9214952	De Minimis
9214954	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>
9214956	De Minimis
9214957	\$48.82
9214958	De Minimis
9214959	De Minimis
9214961	De Minimis
9214962	De Minimis
9214963	De Minimis
9214968	De Minimis
9214971	De Minimis
9214975	De Minimis
9214985	De Minimis
9215303	De Minimis
9215352	\$688.97
9215454	\$9.17
9215519	\$29.67
9215569	\$277.43
9215570	\$936.21
9215720	\$122.69
9215721	\$461.67
9215751	\$23.60
9216177	\$6,058.47
9216260	\$48.71
9216276	\$30.25
9216541	\$1,344.69
9216626	\$5,734.39
9216627	\$7.83
9216628	\$431.31
9216629	\$215.66
9216641	\$523.64
9216642	\$528.56
9216643	\$10.57
9216644	\$10.57
9216703	De Minimis
9216981	\$156,503.74
9216994	De Minimis
9216995	De Minimis
9216998	\$1,324.67
9217006	De Minimis
9217015	De Minimis
9217217	\$2,036.15
9217218	\$9,242.74
9217220	De Minimis
9217371	De Minimis
9217431	\$15.30

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9217432	\$15.34
9217433	\$15.24
9217481	\$7,320.59
9217537	\$21.70
9217538	\$32.67
9217539	\$32.73
9217540	\$32.62
9217570	\$2,759.05
9217616	\$2,589.72
9217617	\$2,590.86
9217618	\$2,759.01
9217620	\$2,725.14
9217714	\$55.85
9217715	\$86.00
9217894	\$934.34
9217925	\$10.96
9217936	\$4,833.48
9217984	\$498.57
9218226	De Minimis
9218236	\$1,955.31
9218443	De Minimis
9218477	\$588.13
9218526	\$2,460.87
9218560	\$2,080.65
9218660	\$1,549.03
9218874	De Minimis
9218982	\$10.23
9219351	\$700.24
9219384	\$632.11
9220151	\$4,350.89
9220375	De Minimis
9220382	\$66.82
9220392	\$21.08
9220394	De Minimis
9220395	\$73.95
9220397	De Minimis
9220401	\$28.40
9220419	De Minimis
9220422	\$113.48
9220425	\$597.51
9220431	\$16.14
9220433	\$7.11
9220435	De Minimis
9220436	\$117.07

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9220438	\$524.80
9220447	De Minimis
9220448	De Minimis
9220450	De Minimis
9220453	\$382.29
9220454	De Minimis
9220531	De Minimis
9220596	\$11.38
9221010	\$281.32
9221011	\$281.29
9221249	\$1,101.80
9221250	\$7.40
9221253	\$22.23
9221254	De Minimis
9221255	De Minimis
9221256	\$7.68
9221262	\$17.61
9221263	\$52,882.52
9221264	\$558.83
9221265	\$168,241.01
9221271	De Minimis
9221294	De Minimis
9221326	De Minimis
9221327	De Minimis
9221328	De Minimis
9221329	De Minimis
9221341	\$5.41
9221347	De Minimis
9221349	\$13.04
9221354	\$9.43
9221356	De Minimis
9221363	De Minimis
9221370	De Minimis
9221374	De Minimis
9221376	\$375.08
9221385	De Minimis
9221386	De Minimis
9221397	De Minimis
9221401	De Minimis
9221402	De Minimis
9221404	\$17.18
9221405	\$17.18
9221411	\$17.18
9221412	\$14.85

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9221414	\$8.79
9221457	\$435.01
9221459	De Minimis
9221480	\$283.01
9221481	\$254.69
9221497	De Minimis
9221506	De Minimis
9221507	\$107.37
9221508	\$33.46
9221509	\$39.43
9221510	\$7.43
9221512	\$23,684.06
9221513	\$573.92
9221516	\$16.26
9221517	\$17.72
9221519	De Minimis
9221521	\$7.67
9221524	\$499.67
9221527	\$15.40
9221528	\$18.44
9221529	De Minimis
9221538	\$59.33
9221539	De Minimis
9221540	De Minimis
9221544	De Minimis
9221549	\$13.71
9221550	De Minimis
9221640	De Minimis
9221671	De Minimis
9221672	De Minimis
9221701	\$209.84
9221737	\$12,598.18
9221923	\$24.20
9222087	\$572.09
9222090	\$282.77
9222341	\$3,101.43
9222565	De Minimis
9222674	\$12.73
9222676	\$27.32
9222688	\$17.16
9222689	\$10.26
9222721	\$1,611.33
9222820	\$181.61
9222838	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>
9222842	\$11.51
9222900	\$6.77
9222901	De Minimis
9223286	De Minimis
9223309	\$3,174.45
9223440	\$97.83
9223503	De Minimis
9223512	\$4,911.45
9223682	De Minimis
9223722	De Minimis
9223724	De Minimis
9223817	De Minimis
9223818	De Minimis
9223819	De Minimis
9223820	De Minimis
9223831	De Minimis
9223832	De Minimis
9223833	De Minimis
9223836	De Minimis
9223837	De Minimis
9223838	De Minimis
9223840	De Minimis
9223844	De Minimis
9223913	De Minimis
9224191	\$9.11
9224192	\$11.54
9224230	\$2,690.35
9224363	\$2,147.22
9224364	\$2,104.60
9224385	\$27.31
9224424	De Minimis
9224425	De Minimis
9224429	De Minimis
9224506	\$50.69
9224507	\$94.91
9224663	\$5.60
9224681	\$39.91
9225025	De Minimis
9225026	De Minimis
9225031	\$7.19
9225033	De Minimis
9225043	\$23.63
9225203	\$369.55
9225413	\$1,151.51

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9225501	\$23.20
9225502	\$6,763.24
9225517	\$99.01
9225553	\$1,209.53
9225573	De Minimis
9225616	\$142.52
9225617	\$149.59
9225618	\$26.75
9225619	\$3,969.78
9225620	\$421.69
9225621	\$39.64
9225622	\$563.44
9225631	\$1,153.55
9225643	\$1,247.30
9225902	De Minimis
9225903	De Minimis
9225942	\$4,061.69
9225943	De Minimis
9225989	\$17,884.15
9225990	\$8,388.17
9225993	\$7.83
9225994	\$7.83
9225995	\$7.83
9226191	\$7.33
9226192	\$15.28
9226322	\$28,272.91
9226323	\$23,292.35
9226324	\$23,293.57
9226356	\$20.40
9226357	\$20.43
9226358	\$11.15
9226462	De Minimis
9226463	\$6.41
9226464	De Minimis
9226465	De Minimis
9226466	De Minimis
9226599	\$216.18
9226736	De Minimis
9226757	\$28.42
9226758	\$28.37
9227198	\$695.61
9227274	\$332.58
9227338	\$64.31
9227376	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>
9227377	\$1,028.13
9227433	\$489.09
9227434	\$39.49
9227479	\$14.62
9227529	\$109.86
9227530	\$1,457.34
9227536	\$34.39
9227549	De Minimis
9227550	\$6.67
9227551	De Minimis
9227556	De Minimis
9227605	De Minimis
9227606	De Minimis
9227630	\$35.10
9227637	De Minimis
9227691	\$66.08
9227692	\$90.26
9227694	De Minimis
9227784	\$40.53
9227802	De Minimis
9227803	De Minimis
9227804	De Minimis
9227805	De Minimis
9228019	\$96.17
9228020	\$96.17
9228021	\$512.14
9228022	\$203.47
9228023	\$362.29
9228024	\$266.80
9228025	\$362.29
9228028	\$29.61
9228053	\$2,020.45
9228054	\$688.31
9228295	\$5.68
9228314	De Minimis
9228316	De Minimis
9228404	\$54,327.28
9228426	\$12,385.26
9228488	\$250.98
9228489	De Minimis
9228491	De Minimis
9228492	\$8.66
9228493	\$10,667.02
9228494	\$1,980.75

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9228495	\$10,669.00
9228496	\$394.30
9228497	\$6.49
9228498	\$18,012.64
9228499	\$365.74
9228500	\$1,712.79
9228501	\$1,551.92
9228503	De Minimis
9228504	\$212.71
9228505	De Minimis
9228506	\$10,665.89
9228507	\$10,667.20
9228508	\$333.60
9228509	\$214.35
9228510	\$23,136.09
9228512	\$900.80
9228513	De Minimis
9228515	\$162.08
9228516	De Minimis
9228517	\$1,980.12
9228519	De Minimis
9228522	\$302.22
9228523	De Minimis
9228524	\$269.47
9228525	De Minimis
9228526	\$418.78
9228527	\$3,768.75
9228528	\$190.63
9228529	\$4,230.16
9228530	\$11.52
9228531	\$3,118.44
9228533	\$6,295.81
9228534	\$10,667.81
9228535	\$495.79
9228536	\$6,981.15
9228538	\$20,248.04
9228539	\$224.67
9228540	De Minimis
9228541	\$106.36
9228542	De Minimis
9228543	De Minimis
9228544	\$272.28
9228545	\$469.41
9228548	\$33,549.16

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9228550	\$30.41
9228551	\$142.43
9228552	\$142.43
9228553	\$142.43
9228554	\$30.41
9228555	\$30.41
9228556	\$322.79
9228557	\$10,666.63
9228558	\$141,329.08
9228559	\$10,665.54
9228560	De Minimis
9228561	\$1,781.83
9228562	\$3,765.78
9228563	\$30.00
9228564	De Minimis
9228565	De Minimis
9228566	\$601.50
9228567	\$4,646.54
9228568	De Minimis
9228569	\$100.68
9228570	\$101.38
9228571	\$3,168.38
9228573	\$33.38
9228574	\$125.72
9228575	De Minimis
9228576	\$38.32
9228577	\$72.52
9228578	De Minimis
9228579	De Minimis
9228580	\$78.42
9228581	\$38.02
9228583	De Minimis
9228584	\$11.20
9228585	\$248.85
9228586	\$1,125.43
9228587	\$808.74
9228588	\$215.30
9228589	De Minimis
9228590	\$328,279.00
9228591	\$12.49
9228592	\$19.10
9228596	\$308.24
9228597	\$601.49
9228598	\$6,312.23

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9228600	\$12.11
9228601	De Minimis
9228602	De Minimis
9228603	De Minimis
9228604	De Minimis
9228605	De Minimis
9228607	\$8,136.21
9228608	\$512.25
9228609	\$38.02
9228610	\$12.65
9228611	\$4,642.09
9228613	De Minimis
9228614	De Minimis
9228615	De Minimis
9228616	\$29.65
9228617	\$9.54
9228618	\$158.89
9228619	\$75.53
9228620	\$1,189.95
9228621	De Minimis
9228626	\$4,641.74
9228627	\$12.41
9228628	De Minimis
9228630	\$3,017.70
9228631	\$5,024.79
9228632	\$72.52
9228633	\$990.06
9228634	\$1,378.25
9228635	De Minimis
9228637	\$9.43
9228641	De Minimis
9228642	\$1,561.35
9228643	\$212.84
9228644	\$106,735.72
9228645	\$108,109.75
9228648	\$17.57
9228649	\$6,302.25
9228650	\$8,545.97
9228651	De Minimis
9228652	\$835.15
9228653	De Minimis
9228654	De Minimis
9228655	\$6,927.92
9228656	\$11,092.21

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9228657	\$9,150.22
9228658	De Minimis
9228659	De Minimis
9228660	\$9.66
9228661	\$8,566.69
9228662	\$229.08
9228664	De Minimis
9228665	De Minimis
9228667	\$212.72
9228668	De Minimis
9228669	\$1,108.03
9228670	\$41,303.46
9228671	\$33.06
9228672	De Minimis
9228673	De Minimis
9228675	\$57,144.03
9228676	\$100.85
9228677	De Minimis
9228678	\$214.90
9228679	\$38.02
9228680	\$366.80
9228681	\$52,265.36
9228684	\$13,757.00
9228686	\$7,442.69
9228687	De Minimis
9228688	\$13,036.55
9228689	De Minimis
9228691	\$126,419.06
9228697	\$6.41
9228698	De Minimis
9228699	\$1,772.73
9228700	\$5.17
9228701	De Minimis
9228702	\$11,082.19
9228703	De Minimis
9228704	\$10,704.61
9228705	De Minimis
9228706	\$1,100.17
9228707	De Minimis
9228708	\$36.34
9228709	\$8.64
9228710	\$4,641.89
9228711	\$6,973.82
9228717	\$54,454.31

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9228718	\$1,167.60
9228719	\$339.94
9228725	\$2,792.18
9228726	\$10,756.67
9228727	\$27.91
9228729	\$2,324.02
9228730	\$427.23
9228731	\$11,168.42
9228732	\$558.14
9228733	\$1,761.79
9228734	\$10,843.13
9228738	\$1,167.46
9228739	\$2,324.34
9228740	\$799.33
9228741	\$14,065.16
9228742	\$1,699.78
9228743	\$6,112.03
9228759	\$30.47
9228813	\$596.74
9228871	\$1,022.88
9229102	\$92.91
9229139	\$201.02
9229213	\$243.82
9229214	\$244.27
9229215	\$243.80
9229225	\$43,857.79
9229230	\$8,289.43
9229316	\$33.42
9229328	\$197.69
9229329	\$77.79
9229330	\$341.21
9229531	De Minimis
9230485	\$7,393.38
9230486	\$5,243.62
9230516	\$3,964.34
9230529	\$9,913.86
9230530	De Minimis
9230533	\$1,943.43
9230534	\$1,942.57
9230535	\$1,942.58
9230537	De Minimis
9230538	\$215.86
9230539	\$233.19
9230540	\$7,468.99

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9230548	De Minimis
9230549	\$1,942.57
9230550	De Minimis
9230553	De Minimis
9230554	De Minimis
9230556	\$133.13
9230557	\$41.37
9230668	\$4,959.00
9230669	\$4,961.52
9230671	\$456.22
9230672	\$11,655.46
9230673	\$911.94
9230674	\$146.16
9230675	\$1,816.58
9230688	\$9,687.26
9230689	\$9,687.25
9230690	\$9,684.61
9230691	\$9,687.27
9230692	\$10,642.27
9230696	\$369.04
9230697	\$456.15
9230698	\$4,355.97
9230699	\$190.53
9230700	\$432.47
9230701	\$1,153.26
9230702	\$184.53
9230703	\$3,730.26
9230704	\$267.05
9230705	De Minimis
9230706	\$18.98
9230721	\$788.90
9230722	\$5.51
9230723	\$5.51
9230724	\$5.51
9230725	\$5.51
9230742	\$223.69
9230743	\$502.18
9230744	\$205.93
9230745	\$246.45
9230746	\$146.59
9230747	\$206.23
9230750	\$207.89
9230751	\$196.26
9230752	\$434.51

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9230753	\$395.41
9230754	\$178.57
9230755	\$188.96
9230756	\$178.86
9230757	\$207.51
9230775	\$72,327.73
9230788	\$7,587.57
9230840	\$47.72
9230888	\$478.49
9230890	\$7.65
9230916	De Minimis
9230917	De Minimis
9230951	\$22.46
9230952	\$159.85
9230954	\$46.23
9230955	De Minimis
9230957	\$12.12
9230958	\$28.50
9230984	\$334.48
9230985	\$721.05
9230986	\$85.03
9230988	\$302.13
9230991	\$444.70
9230993	\$1,510.59
9230994	\$71.47
9230995	\$141.52
9230997	\$883.12
9230998	\$225.36
9230999	\$31.75
9231001	\$5.92
9231033	\$35.61
9231106	De Minimis
9231110	De Minimis
9231146	\$26.34
9231147	\$25.25
9231156	\$8.24
9231157	De Minimis
9231158	\$7.25
9231159	\$17.72
9231219	\$111.25
9231220	\$109.89
9231221	\$109.87
9231261	\$67.19
9231264	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>
9231293	\$4,653.76
9231302	\$45.24
9231305	\$53.87
9231315	\$32.33
9231316	De Minimis
9231451	\$4,655.75
9231467	\$40.19
9231591	\$2,923.24
9231592	\$10,638.90
9231593	\$10,639.10
9231594	\$10,638.82
9231601	De Minimis
9231622	\$7.47
9231668	\$22.03
9231695	De Minimis
9231739	\$72.79
9231816	\$134.69
9231818	\$27.72
9231828	\$22.79
9231981	De Minimis
9232100	\$33,260.40
9232126	\$52.19
9232163	\$9.89
9232164	\$45.61
9232193	\$11.45
9232244	\$38.02
9232325	\$61.10
9232451	\$1,065.50
9232454	\$9.57
9232466	\$196.61
9232467	\$196.77
9232647	De Minimis
9232702	\$124.34
9232704	\$290.17
9232776	\$3,540.18
9232806	\$82.65
9232953	\$85.33
9232958	\$35,378.59
9233100	\$2,564.12
9233149	\$13.37
9233150	\$5.36
9233186	\$5.50
9233187	\$5.33
9233189	\$9.66

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9233347	\$17.86
9233360	De Minimis
9233430	De Minimis
9233522	\$376.04
9233523	\$375.83
9233526	\$190.70
9233574	De Minimis
9233575	\$164.11
9233576	\$164.11
9233577	\$164.11
9233659	De Minimis
9233660	De Minimis
9233661	De Minimis
9233708	\$72,322.67
9233750	\$677.51
9234119	De Minimis
9234120	De Minimis
9234126	De Minimis
9234127	De Minimis
9234128	De Minimis
9234129	De Minimis
9234130	De Minimis
9234131	\$607.20
9234213	De Minimis
9234214	De Minimis
9234216	De Minimis
9234217	De Minimis
9234221	\$3,276.25
9234288	\$2,147.93
9234325	De Minimis
9234326	De Minimis
9234327	\$44.62
9234331	De Minimis
9234349	\$31.13
9234350	De Minimis
9234351	\$31.13
9234352	\$65.46
9234353	\$5.91
9234354	\$23.45
9234355	\$6.00
9234356	De Minimis
9234357	De Minimis
9234358	\$5.91
9234360	\$5.91

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9234362	\$5.91
9234363	\$11.73
9234372	De Minimis
9234405	\$903.84
9234416	\$82.82
9234432	\$35.81
9234449	De Minimis
9234456	\$12.41
9234457	\$12.41
9234458	De Minimis
9234506	\$7,830.65
9234507	\$728.81
9234508	\$728.81
9234509	\$602.26
9234543	\$5.77
9234603	De Minimis
9234661	\$1,166.31
9234671	De Minimis
9234782	\$261.70
9234803	\$10,560.15
9234804	De Minimis
9234912	\$7.77
9234913	\$7.89
9234914	\$7.72
9234946	De Minimis
9234959	\$116.24
9235132	De Minimis
9235133	\$5.37
9235198	\$76.85
9235199	\$22.46
9235200	\$33.94
9235233	De Minimis
9235234	\$5.64
9235251	\$50.65
9235351	\$1,069.30
9235354	\$53.07
9235391	\$3,597.48
9235481	\$334.92
9235564	\$108,868.25
9235725	\$58.30
9235726	\$55.13
9235727	\$58.30
9235728	\$52.56
9235730	\$285.43

**Madeline A. Wright, et al., v
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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9235742	\$7.35
9235745	De Minimis
9235751	De Minimis
9235759	\$916.38
9235819	\$99,090.03
9235925	\$683.19
9235943	\$61.93
9236001	\$20.73
9236028	\$18.28
9236062	\$193.52
9236075	\$1,379.50
9236076	\$1,380.16
9236077	\$1,379.67
9236096	\$24,245.05
9236100	\$24,233.49
9236235	\$49.95
9236255	\$1,141.63
9236263	\$15,133.18
9236264	\$6,943.61
9236269	De Minimis
9236353	\$863.68
9236457	\$18,093.96
9236573	De Minimis
9236690	De Minimis
9236715	De Minimis
9236801	\$3,114.75
9236847	\$829.61
9237163	\$13.96
9237183	\$257.93
9237289	\$1,022.87
9237353	\$530.20
9237406	\$365.22
9237479	\$25.21
9237480	\$9.92
9237481	\$11.87
9237502	\$10.61
9237532	\$45.49
9237542	\$31.30
9237647	\$10.70
9237648	\$11.56
9237654	De Minimis
9237741	\$86.77
9237742	\$7,908.50
9237743	\$5,680.55

**Madeline A. Wright, et al., v
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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9237744	\$2,829.36
9237745	\$9.41
9237746	\$9.41
9237757	\$23,453.65
9237758	\$3,467.09
9237759	\$2,403.02
9237760	\$201.62
9237817	\$809.75
9237901	\$189.01
9237908	\$186.77
9237931	\$172.02
9237933	\$26.31
9237934	\$35.36
9238012	\$4,822.17
9238017	\$407.17
9238021	\$611.85
9238133	\$133.56
9238263	\$44.56
9238352	\$10.54
9238364	De Minimis
9238365	De Minimis
9238366	De Minimis
9238367	De Minimis
9238393	De Minimis
9238394	\$5.14
9238395	\$21.36
9238558	\$1,281.30
9238568	\$396.80
9238660	\$5.97
9238661	\$6,942.28
9238662	\$7,133.14
9238663	\$25.42
9238676	\$22.24
9238859	De Minimis
9238860	De Minimis
9238879	\$42.11
9238915	\$7.28
9238916	\$247.64
9238917	\$83.16
9238918	\$79.37
9238921	\$1,149.60
9238984	De Minimis
9239072	\$83.82
9239342	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>
9239345	De Minimis
9239347	De Minimis
9239727	De Minimis
9239820	De Minimis
9239867	De Minimis
9239873	\$2,945.56
9239897	\$13,319.80
9239899	De Minimis
9239900	\$3,268.85
9239907	\$23.10
9239911	\$26.94
9239912	De Minimis
9239970	\$1,902.79
9240014	\$107,501.04
9240015	De Minimis
9240025	\$9,466.24
9240041	\$9,466.24
9240072	\$7.93
9240147	\$17.90
9240327	\$122.60
9240330	De Minimis
9240415	\$176.67
9240416	\$1,314.58
9240574	\$5,587.36
9240622	De Minimis
9240651	\$19,294.54
9240657	\$8,230.11
9240679	\$383.55
9240680	\$182.28
9240681	\$754.80
9240708	\$131.62
9240717	De Minimis
9240720	De Minimis
9240835	\$6.32
9240836	\$9.83
9240851	\$186.75
9240890	\$8.71
9240998	De Minimis
9241029	\$2,627.14
9241096	De Minimis
9241104	\$204,350.75
9241160	De Minimis
9241167	\$9.69
9241168	\$8.30

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9241169	\$1,350.35
9241170	\$1,339.21
9241171	\$367.10
9241222	\$3,423.12
9241241	De Minimis
9241259	\$957.95
9241277	De Minimis
9241278	\$5.66
9241279	\$5.59
9241328	De Minimis
9241362	\$676.76
9241465	De Minimis
9241478	De Minimis
9241482	\$23,380.50
9241514	\$14.56
9241516	De Minimis
9241521	\$1,267.47
9241523	\$8.51
9241524	De Minimis
9241525	De Minimis
9241535	De Minimis
9241545	\$6.63
9241547	\$8.83
9241548	\$6.94
9241584	De Minimis
9241585	De Minimis
9241591	\$18.65
9241592	\$17.76
9241595	\$6.28
9241600	De Minimis
9241601	De Minimis
9241602	De Minimis
9241603	De Minimis
9241604	\$6.28
9241605	\$8.75
9241610	\$6.28
9241611	\$6.28
9241612	\$6.28
9241616	\$16.23
9241617	\$64.30
9241618	De Minimis
9241620	De Minimis
9241630	\$999.23
9241631	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>
9241651	De Minimis
9241670	\$36.85
9241671	\$35.40
9241672	\$11.13
9241673	\$29.68
9241674	\$11.16
9241675	De Minimis
9241676	De Minimis
9241695	\$7,692.15
9241716	\$12.44
9241825	\$18.10
9241826	\$23.84
9241827	\$23.71
9241828	\$23.91
9241829	\$29.47
9241830	\$113.72
9241840	De Minimis
9241859	\$359.46
9241861	De Minimis
9241862	De Minimis
9241864	De Minimis
9241879	\$5.12
9241880	De Minimis
9241887	\$7,946.27
9241896	De Minimis
9241898	De Minimis
9241904	\$864.73
9241905	\$247.88
9241947	\$6.10
9241969	\$659.59
9241972	\$516.39
9241973	\$117.60
9241974	\$659.59
9241985	\$4,639.03
9241997	De Minimis
9242003	\$2,112.02
9242014	\$29.52
9242074	\$41.88
9242084	\$1,247.46
9242098	\$693.80
9242119	\$18,831.95
9242156	\$16.49
9242163	\$6.27
9242187	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>
9242233	De Minimis
9242252	\$5.67
9242260	De Minimis
9242268	\$5.67
9242271	\$5.67
9242287	\$496.77
9242294	\$185.79
9242297	\$383.68
9242299	\$48.44
9242321	De Minimis
9242346	De Minimis
9242347	De Minimis
9242348	De Minimis
9242349	De Minimis
9242390	De Minimis
9242404	De Minimis
9242405	\$113.93
9242406	\$113.93
9242407	\$113.94
9242417	De Minimis
9242460	\$301.33
9242461	De Minimis
9242510	\$33.67
9242514	De Minimis
9242572	\$12.01
9242579	\$11.46
9242664	De Minimis
9242698	\$1,010.42
9242699	\$787.11
9242700	\$1,092.53
9242728	\$101.24
9242729	\$63.27
9242748	\$10.02
9242749	\$5.40
9242765	\$28,670.95
9242807	De Minimis
9242816	\$118.50
9242884	De Minimis
9242909	\$127.54
9242941	\$401.78
9242945	\$48.98
9242949	De Minimis
9242975	\$12.31
9243023	\$6.64

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9243142	\$1,015.05
9243289	\$37.78
9243290	\$37.78
9243336	\$3,384.07
9243344	\$571.13
9243345	\$650.82
9243346	\$127.60
9243347	\$55.59
9243349	\$56.01
9243353	De Minimis
9243355	De Minimis
9243358	De Minimis
9243469	\$764.61
9243470	\$761.62
9243471	\$761.62
9243495	De Minimis
9243500	De Minimis
9243530	\$701.28
9243581	De Minimis
9243618	\$29.36
9243636	\$177.70
9243711	De Minimis
9243712	De Minimis
9243713	De Minimis
9243720	De Minimis
9243725	\$11.04
9243812	\$929.58
9243853	\$273.31
9243895	\$20.09
9243898	\$20.09
9244001	\$6.76
9244010	\$15.15
9244011	\$12.55
9244062	\$415.75
9244063	\$5.72
9244138	\$13.80
9244273	\$14.02
9244274	\$14.02
9244279	\$432.40
9249816	\$2,698.27
9249875	\$223.31
9249927	De Minimis
9249983	\$223.32
9250202	\$8,879.72

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9250429	De Minimis
9250494	De Minimis
9250543	\$154.02
9250544	\$154.17
9250545	\$154.19
9250553	\$155.93
9250569	De Minimis
9250793	\$2,719.62
9250794	\$2,320.78
9250795	\$484.33
9250796	\$453.28
9250959	\$284.16
9250960	\$1,034.91
9251010	\$76.59
9251016	\$76.78
9251074	De Minimis
9251141	\$45.34
9251142	\$45.34
9251255	\$189.35
9251393	\$202.00
9251421	De Minimis
9251422	De Minimis
9251423	De Minimis
9251424	De Minimis
9251425	De Minimis
9251517	De Minimis
9251526	\$42.99
9251569	De Minimis
9251570	\$7.13
9251999	\$140.75
9252314	\$611.84
9252315	\$612.22
9252316	\$305.91
9252317	\$305.91
9252318	\$612.22
9252321	De Minimis
9252322	De Minimis
9254543	\$210.34
9254544	\$112.68
9254671	\$200.64
9254759	\$5.46
9254780	\$5.46
9254796	\$5.46
9254797	\$5.46

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Estimated Net Settlement Amount to Class Members

<u>Owner Number</u>	<u>Estimated Net Settlement Amount to Class Members</u>
9254897	\$106.86
9254910	\$99.80
9254921	\$99.80
9254922	\$107.33
9254985	\$5.48
9255076	De Minimis
9255077	\$5.48
9255081	\$7.78
9255089	\$5.15
9255097	De Minimis
9255101	De Minimis
9255102	De Minimis
9255103	De Minimis
9255104	De Minimis
9255106	De Minimis
9255107	De Minimis
9255113	De Minimis
9255117	\$7.06
9255139	De Minimis
9255140	\$78.01
9255163	\$224.58
9255215	\$75.54
9255317	\$24.93
9255418	\$5.51
9255419	De Minimis
9255601	\$12.61
9255608	De Minimis
9255609	De Minimis
9255618	De Minimis
9255816	De Minimis
9255836	De Minimis
9255837	De Minimis
9255838	De Minimis
9255918	\$190.75
9255973	\$149.56
9255974	\$478.55
9255975	\$127.14
9255976	\$211.57
9255977	\$818.47
9256171	\$91.02
9256209	\$179.47
9256210	\$121.69
9256213	\$29.60
9256249	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>
9256264	De Minimis
9256279	De Minimis
9256280	De Minimis
9256297	\$6.78
9256331	De Minimis