

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

PAULA PARKS MCCLINTOCK,

Plaintiff,

v.

**CONTINUUM PRODUCER
SERVICES, L.L.C.,**

Defendant.

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Case No. 6:17-cv-00259-JAG

**CLASS REPRESENTATIVE'S MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR FINAL APPROVAL**

TABLE OF CONTENTS

	PAGE
I. INTRODUCTION	1
II. SUMMARY OF THE ARGUMENT	2
III. PROCEDURAL HISTORY	4
IV. ARGUMENT	4
A. THE COURT PROPERLY CERTIFIED THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES	5
B. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT	6
1. <i>THE SETTLEMENT IS THE PRODUCT OF EXTENSIVE ARM’S-LENGTH NEGOTIATIONS BETWEEN EXPERIENCED COUNSEL</i>	7
2. <i>SERIOUS QUESTIONS OF LAW AND FACT EXIST, PLACING THE ULTIMATE OUTCOME IN DOUBT</i>	11
3. <i>THE VALUE OF IMMEDIATE RECOVERY OUTWEIGHS THE MERE POSSIBILITY OF FUTURE RELIEF AFTER LONG AND EXPENSIVE LITIGATION</i>	12
4. <i>CLASS REPRESENTATIVE AND DEFENDANT AGREE THE SETTLEMENT IS FAIR AND REASONABLE</i>	14
C. THE NOTICE METHOD USED WAS THE BEST PRACTICABLE UNDER THE CIRCUMSTANCES AND SHOULD BE APPROVED	15
D. THE PLAN OF ALLOCATION SHOULD BE APPROVED	17
V. CONCLUSION	19

TABLE OF AUTHORITIES

CASES	PAGE(S)
<i>Bridenstine v. Kaiser Francis</i> , Case No. 97, 117 (unpublished) August 22, 2003, <i>cert. denied</i> , June 26, 2006, Okla. Sup. Ct., Case No. DF-01569.....	9
<i>Cecil v. Ward Petroleum Corp.</i> , Case No. CJ-2010-462 (Okla. Dist. Ct., Grady Cty.) (certified for settlement purposes in 2014)	8
<i>Chieftain Royalty Co. v. Laredo Petroleum, Inc.</i> , Case No. CIV-12-1319-D, 2014 U.S. Dist. LEXIS 177692 (W.D. Okla.) (certified for settlement purposes 2015).....	8
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i> , No. CIV-17-334-SPS (E.D. Okla.) (certified for settlement purposes in 2019)	7, 13
<i>Chieftain Royalty Co. v. QEP Energy Co.</i> , Case No. CIV-11-212-R (W.D. Okla.) (certified in 2012)	8
<i>Chieftain Royalty Co. v. SM Energy Co., et al.</i> , No. CIV-11-177-D (W.D. Okla.) (certified for settlement purposes in 2015)	8
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i> , Case No. CIV-11-29-KEW (E.D. Okla.) (certified for settlement purposes in 2018)	8, 13
<i>Childs v. Unified Life Ins. Co.</i> , Case No. 10-CV-23-PJC, 2011 U.S. Dist. LEXIS 138818 (N.D. Okla. Dec. 2, 2011).....	7, 14
<i>Cline v. Sunoco, Inc. (R&M)</i> No. 17-cv-313-JAG, 2019 U.S. Dist. LEXIS 171963 (E.D. Okla., Oct. 3, 2019) (granting contested class certification motion for statutory interest class action)	8
<i>CompSource Okla., et al. v. BNY Mellon, N.A., et al.</i> , No. CIV-08-469-KEW (E.D. Okla. Oct. 25, 2012)	8

<i>Drummond, et al. v. Range Resources Corp., et al.</i> , Case No. CJ-2010-510 (Okla. Dist. Ct., Grady Cty.) (certified in 2013)	8
<i>Fager v. CenturyLink Commc'ns., LLC</i> , 854 F.3d 1167 (10th Cir. 2016)	2, 15
<i>In re Global Crossing Sec. & ERISA Litig.</i> , 225 F.R.D. 436(S.D.N.Y. 2004)	6, 17
<i>In re Sprint Corp. ERISA Litig.</i> , 443 F.Supp. 2d 1249, 1261(D. Kan. 2006).....	12, 17
<i>In re Warfarin Sodium Antitrust Litig.</i> , 391 F.3d 516 (3d Cir. 2004).....	6
<i>Jones v. Nuclear Pharmacy, Inc.</i> , 741 F.2d 322 (10th Cir. 1984)	2, 3, 5, 6
<i>McNeely v. Nat'l Mobile Health Care, LLC</i> , No. 07-CV-933-M, 2008 U.S. Dist. LEXIS 86741 (W.D. Okla. Oct. 27, 2008) (internal citations omitted).....	11
<i>Mullane v. Cent. Hanover Bank & Trust Co.</i> , 339 U.S. 306, 314 (1950).....	15
<i>Reed v. Gen. Motors Corp.</i> , 703 F.2d 170 (5th Cir. 1983)	7
<i>Reirdon v. Cimarex Energy Co.</i> , Case No. 16-cv-113-KEW (E.D. Okla.) (certified for settlement purposes in 2018)	8, 13, 15
<i>Reirdon v. XTO Energy, Inc.</i> , Case No. 16-cv-87-KEW (E.D. Okla.) (certified for settlement purposes in 2018)	8, 13, 15
<i>Rhea v. Apache Corp.</i> , No. CIV-14-0433-JH, 2019 U.S. Dist. LEXIS 65381 (E.D. Okla., Feb. 15, 2019).....	8
<i>Rutter & Wilbanks Corp. v. Shell Oil Co.</i> , 314 F.3d 1180 (10th Cir. 2002)	3, 5

RULES

Federal Rule of Civil Procedure Rule 23	3, 4, 6, 16
Federal Rule of Civil Procedure 23(a)	6
Federal Rule of Civil Procedure (b)(3)	6
Federal Rule of Civil Procedure Rule 23(c)(2)(B)	15
Federal Rule of Civil Procedure Rule 23(e)	5, 6
Federal Rule of Civil Procedure Rule 23(e)(1)	15

OTHER AUTHORITIES

<i>Manual for Complex Litigation</i> § 13.14 (4th ed. 2004)	4
<i>Manual for Complex Litigation</i> at § 21.632 (4th ed. 2004)	5
Iba Conte & Herbert B. Newberg, <i>Newberg on Class Actions</i> § 11.25 (4th ed. 2002)	5

I. INTRODUCTION

Class Representative,¹ Paula Parks McClintock (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated, respectfully submits this Memorandum of Law (the “Final Approval Memorandum”) in support of and in conjunction with Class Representative’s Motion for Final Approval (the “Final Approval Motion”). Class Representative and Class Counsel have reached an outstanding Settlement with Defendant Continuum Producer Services, L.L.C. (“Defendant”). Pursuant to the terms set forth in the Settlement Agreement, the Settlement provides for a cash payment of \$900,000.00 (the “Gross Settlement Fund”) to compensate the Settlement Class for past damages.

On November 22, 2019, the Court entered its 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 (Dkt. No. 42) (the “Preliminary Approval Order”). Having carried out the instructions in the Preliminary Approval Order, Class Representative now seeks final approval of the Settlement. As demonstrated below, the Settlement is fair, adequate and reasonable, and, therefore, should be finally approved. Indeed, the Settlement here was reached only after extensive arm’s-length negotiations among competent counsel, provides certain recovery in the face of the cessation of Defendant’s business operations, unanswered and hotly disputed questions of law and fact, and avoids prolonged and expensive litigation of the complex issues at hand. As such, Class Representative respectfully requests the

¹ All capitalized terms not otherwise defined herein shall have the meaning given to them in the August 20, 2019 Stipulation and Agreement of Settlement (“Settlement Agreement”), a copy of which is attached as Exhibit 1 to Plaintiff’s Memorandum of Law in Support of Plaintiff’s Motion to Certify the Settlement Class for Settlement Purposes, Preliminarily Approve Class Action Settlement, Approve Form and Manner of Notice and Set Date for Final Approval Hearing (the “Preliminary Approval Memorandum”) (Dkt. No. 39).

Court enter: (1) the proposed Order and Judgment Granting Final Approval of Class Action Settlement (the “Final Approval Order”), a copy of which is attached to the Final Approval Motion as Exhibit 1; and (2) the proposed Plan of Allocation Order, a copy of which is attached to the Final Approval Motion as Exhibit 2.

II. SUMMARY OF THE ARGUMENT

Class Representative and Class Counsel obtained an outstanding Settlement for the Settlement Class. The Net Settlement Fund will be used to establish a common fund to be allocated and distributed to Class Members in accordance with a Court-approved Plan of Allocation. *See* Settlement Agreement at ¶6.2. In exchange for these benefits, the Settlement Class will release the Released Claims against Defendant.

In its Preliminary Approval Order, the Court certified the Settlement Class for settlement purposes, and preliminarily approved the Settlement. *See* Preliminary Approval Order at ¶¶2-6. Following the Court’s Preliminary Approval Order, and in accordance therewith, Notice of the Settlement was sent to the Settlement Class. With the Final Approval Motion, Class Representative now asks the Court to grant final approval of the Settlement so that the Net Settlement Fund may be distributed to the Settlement Class.

Courts in the Tenth Circuit consider four reasonableness factors when determining whether to finally approve a class action settlement. *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984). Those factors are whether: (1) the proposed settlement was fairly and honestly negotiated; (2) serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) in the judgment of the parties, the settlement is fair and reasonable. *Fager v. CenturyLink Commc’ns., LLC*, 854 F.3d 1167, 1174 (10th Cir.

2016); *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1188 (10th Cir. 2002); *Jones*, 741 F.2d at 324. Here, all four factors support final approval of the Settlement.

First, the Settlement here was fairly and honestly negotiated through an arm's-length negotiation process between experienced, well-informed counsel. Second, to this day, serious questions of law and fact exist that would place the ultimate outcome of this Litigation in doubt. Specifically, the Parties still disagree to this day on whether Defendant's practices and policies with respect to statutory interest—which form the basis of Plaintiff's and the Settlement Class's claims—comply with Oklahoma law and whether the Class could be certified for litigation purposes under Rule 23. In addition, the value of the cash recovery paid by Defendants far outweighs the mere possibility of future relief after long, expensive litigation, including class certification, an intricate trial, and likely appeals, especially in light of the financial situation of Defendant. Finally, Class Representative, Defendant, and their respective Counsel believe the Settlement is fair, adequate, reasonable and should be approved. *See* Declaration of Paula Parks McClintock ("McClintock Declaration"), attached hereto as Exhibit 1 at ¶14; Declaration of Bradley E. Beckworth, Patrick M. Ryan and Robert N. Barnes on Behalf of Class Counsel ("Joint Class Counsel Declaration"), attached hereto as Exhibit 2 at ¶7.

The Court also should grant final approval of the form and manner of Notice. As noted above, the Court preliminarily approved the proposed form and manner of Notice in its Preliminary Approval Order. Preliminary Approval Order at ¶¶7-8. Specifically, the Court preliminarily approved the proposed Short Form Notice that was sent to the Class, the Summary Notice that was published in newspapers of general circulation in Oklahoma, and the Long Form Notice that was made available on the website and in response to any potential Class Member request. *Id.* The Short Form Notice, Summary Notice, and Long Form Notice (collectively, the "Notice

Documents”) 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 due process and Federal Rule of Civil Procedure 23.²

Finally, the Court should approve the proposed Plan of Allocation, which is attached to the Final Approval Motion as Exhibit 2. Class Representative and Class Counsel submit that the Plan of Allocation is fair and reasonable as it was formulated by competent counsel and is based on each Class Member’s particular loss. *See generally* Joint Class Counsel Declaration. Additionally, Class Representative’s oil and gas accounting expert, Barbara A. Ley, endorses the Plan of Allocation as fair and reasonable. *See* Affidavit of Barbara A. Ley (“Ley Affidavit”), attached hereto as Exhibit 3, at ¶7.

III. PROCEDURAL HISTORY

In the interest of brevity, Class Representative will not recite the factual and procedural background of this Litigation again herein, but instead respectfully refers the Court to the Preliminary Approval Memorandum (Dkt. No. 39), the Joint Class Counsel Declaration, the pleadings on file, and any other matters of which the Court may take judicial notice, all of which are incorporated as if set forth fully herein.

IV. ARGUMENT

The Court should grant final approval of the Settlement. The procedure for review of a proposed class action settlement is a well-established two-step process. *See Manual for Complex Litigation* § 13.14 (4th ed. 2004). First, the Court conducts a preliminary analysis to determine if

² For details regarding the Settlement Administrator’s efforts in disseminating the Short Form Notice and publishing the Summary Notice, *see* Declaration of Jennifer M. Keough on Behalf of Settlement Administrator, JND Legal Administration LLC, Regarding Notice Mailing and Administration of Settlement (“JND Decl.”), attached hereto as Exhibit 4.

the settlement should be preliminarily approved such that the class should be notified of the pendency of a proposed settlement. *Id.* at § 21.632. Second, the class is notified and provided an opportunity to be heard at a fairness hearing before the settlement is finally approved. Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.25 at 38 (4th ed. 2002).

The Court already carried out this first step with its Preliminary Approval Order. Notice was then sent to the Settlement Class pursuant to the terms of the Settlement Agreement and in the form and manner approved by the Court. *See* JND Decl.³ As for the second step, courts in the Tenth Circuit consider four factors when deciding whether to finally approve a class action settlement. *See Rutter & Wilbanks*, 314 F.3d at 1188; *Jones*, 741 F.2d at 324.⁴ Each factor supports final approval of the Settlement here.

A. The Court Properly Certified the Settlement Class for Settlement Purposes

The Court already certified the following Settlement Class for the purposes of this Settlement:

All non-excluded persons or entities who received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma more than two (2) months after the end of the month within which the production was sold and whose payments did not include the full amount of the interest owed thereon.

³ On January 8, 2020, it was brought to the attention of Class Counsel that the Petition and Answer were not available on the "Important Documents" section of the Settlement Website and that the Short Form Notice and Publication Notice, while available, were not broken out separately and were attached to the Settlement Agreement. Class Counsel immediately uploaded the Petition, Answer, and separately uploaded copies of the Short Form Notice and Publication Notice that same day, which was 21 days before the deadline for objections and requests for exclusion. Moreover, the Petition and Answer were already publicly available documents.

⁴ Effective December 1, 2018, amendments to Rule 23(e) of the Federal Rules of Civil Procedure provide a list of certain factors courts should consider when determining whether a settlement is fair, reasonable, and adequate. Due to the obvious and significant overlap between the new statutory factors and the *Rutter* factors listed above, and because the Tenth Circuit has yet to address what effect, if any, the amendments have on the application of the *Rutter* factors, this Memorandum will address the *Rutter* factors.

The persons or entities excluded from the Settlement Class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) publicly traded oil and gas companies and their affiliates; (3) persons or entities that Plaintiff's Counsel may be prohibited from representing under rule 1.7 of the Oklahoma Rules of Professional Conduct, including but not limited to Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives and any related trusts; and (4) officers of the court.

See Preliminary Approval Order at ¶2. Class certification is proper under Federal Rule of Civil Procedure 23(a) and (b)(3) for settlement purposes because: (1) Defendant consents to certification of the Settlement Class for the purpose of settlement; and (2) Class Representative set forth extensive evidence and arguments establishing each element of Rule 23 in her Preliminary Approval Memorandum, which is respectfully incorporated by reference as if set forth fully herein. As such, the Court properly certified the Settlement Class and may now proceed to final approval of the Settlement.

B. The Court Should Grant Final Approval of the Settlement

The Court should finally approve the Settlement as fair and reasonable. Federal Rule of Civil Procedure 23(e) requires judicial approval of class action settlements. FED. R. CIV. P. 23(e). The Court has broad discretion in deciding whether to grant approval of a class action settlement. *Jones*, 741 F.2d at 324. "As a general policy matter, federal courts favor settlement, especially in complex and large-scale disputes, so as to encourage compromise and conserve judicial and private resources." *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 455 (S.D.N.Y. 2004); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) ("[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged").

In the Preliminary Approval Order, the Court took the first step in this two-step process by preliminarily approving the Settlement as fair, reasonable, and adequate. Preliminary Approval Order at ¶¶5-6. Notice was then sent to the Settlement Class pursuant to the terms of the Settlement

Agreement and in the form and manner approved by the Court. *See* JND Decl. Class Representative now requests the Court take the second step—granting final approval of the Settlement. As demonstrated below, each of the four factors identified by the Tenth Circuit weighs in favor of final approval.

1. 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. Gen. Motors 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. *See* Joint Class Counsel Declaration at ¶35. Comprehensive examination of the massive amounts of information and data produced in this litigation enabled the Parties to make informed decisions about the strengths and weaknesses of their respective cases. *See id.*; *Childs v. Unified Life Ins. Co.*, No. 10-CV-23-PJC, 2011 U.S. Dist. LEXIS 138818, at *34 (N.D. Okla. Dec. 2, 2011).

Additionally, Class Counsel has unique experience with oil and gas royalty underpayment class actions and statutory interest class actions. Nix Patterson, LLP (“NP”) regularly represents plaintiffs in royalty owner class actions, and other complex commercial and consumer class action litigation, and has obtained impressive settlements in a multitude of royalty underpayment class actions in Oklahoma state and federal court, including the following: *Chieftain Royalty Co. v. Marathon Oil Co.*, Case No. CIV-17-334-SPS (E.D. Okla.) (certified for settlement purposes in

2019); *Rhea v. Apache Corp.*, No. CIV-14-0433-JH, 2019 U.S. Dist. LEXIS 65381 (E.D. Okla., Feb. 15, 2019 (granting contested class certification motion for royalty class action); *Cline v. Sunoco, Inc. (R&M)*, No. 17-cv-313-JAG, 2019 U.S. Dist. LEXIS 171963 (E.D. Okla., Oct. 3, 2019) (granting contested class certification motion for statutory interest class action); *Reirdon v. Cimarex Energy Co.*, Case No. 16-cv-113-KEW (E.D. Okla.) (certified for settlement purposes in 2018); *Chieftain Royalty Co. v. XTO Energy, Inc.*, Case No. CIV-11-29-KEW (E.D. Okla.) (certified for settlement purposes in 2018); *Reirdon v. XTO Energy, Inc.*, Case No. 16-cv-87-KEW (certified for settlement purposes in 2018); *Chieftain Royalty Co. v. SM Energy Co., et al.*, No. CIV-11-177-D (W.D. Okla.) (certified for settlement purposes in 2015); *Chieftain Royalty Co. v. Laredo Petroleum, Inc.*, Case No. CIV-12-1319-D, 2014 U.S. Dist. LEXIS 177692, at *6-7 (W.D. Okla.) (certified for settlement purposes 2015); *Cecil v. Ward Petroleum Corp.*, Case No. CJ-2010-462 (Okla. Dist. Ct., Grady Cty.) (certified for settlement purposes in 2014); *Drummond, et al. v. Range Resources Corp., et al.*, Case No. CJ-2010-510 (Okla. Dist. Ct., Grady Cty.) (certified in 2013); *Chieftain Royalty Co. v. QEP Energy Co.*, Case No. CIV-11-212-R (W.D. Okla.) (certified in 2012). See Joint Class Counsel Declaration at ¶¶52-53.

Regarding Nix Patterson's ("NP") efforts in a settled class action, this Court has previously stated:

[T]he legal work on this case has just been absolutely spectacular, and I want to brag on all of you for the work that you put into it. I know that, for every little bit of iceberg that I saw above the water, there was a whole big ice cube down below it that I didn't see. I know you all put the work in on behalf of your respective clients that they deserved, and that you both did outstanding work on this case.

CompSource Okla., et al. v. BNY Mellon, N.A., et al., No. CIV-08-469-KEW (E.D. Okla. Oct. 25, 2012) (Transcript of Final Fairness Hearing, at 9:21-10:7), attached hereto as Exhibit 5.

The law firm of Ryan Whaley Coldiron Jantzen Peters & Webber PLLC ("RW") is a

litigation, energy, and environmental law firm based in Oklahoma City with national, regional, and state clients. *See generally* Joint Class Counsel Decl. Ryan Whaley has litigated class actions and complex commercial litigations in courts across the country. *Id.* With more than 48 years of experience in Oklahoma state and federal courts, Pat Ryan is best known for successful high-profile cases including his work as U.S. Attorney in the prosecution and conviction of Oklahoma City Bombing defendants Timothy McVeigh and Terry Nichols in Denver, Colorado, and securing the acquittal of a founder/CEO in one of the largest corporate fraud cases prosecuted by the U.S. Department of Justice. *Id.*

Barnes & Lewis (“BL”) has been lead counsel in fourteen (14) Oklahoma oil and gas class action cases that have been concluded and resulted in combined Common Funds exceeding \$700 million – far more than any other law firm. BL holds the distinction of having been lead counsel in the first oil and gas class action nationwide to have been successfully tried to a jury. That jury verdict was upheld on appeal and resulted in a total Common Fund of approximately \$110 million. *See Bridenstine v. Kaiser Francis*, Case No. 97, 117 (unpublished) August 22, 2003, *cert. denied*, June 26, 2006, Okla. Sup. Ct., Case No. DF-01569.

Together, NP, RW, and BL are experienced and qualified counsel and represented the Settlement Class honestly and fairly during settlement negotiations. *See* Joint Class Counsel Declaration at ¶¶52-55.

Moreover, Liaison Local Counsel for the Settlement Class, Michael Burrage, is a founding partner of Whitten Burrage, one of the most accomplished trial firms in Oklahoma, and a former federal judge with substantial experience in complex litigation, including class actions generally and oil and gas royalty underpayment class actions in particular. *See* Joint Class Counsel Declaration at ¶56. And, Liaison Local Counsel, Lawrence R. Murphy, Jr., has litigated class

actions and complex commercial litigation in Oklahoma state and federal courts for years. *See id.*; *see also* Declaration of Lawrence R. Murphy, Jr. (attached as Ex. 5 to Class Representative's Motion for Attorney's Fees).

In short, the legal team forming Class Counsel and Liaison Local Counsel are experienced and qualified counsel and represented the Settlement Class honestly and fairly during settlement negotiations. *See* Joint Class Counsel Declaration at ¶¶52-56.

Further, Class Representative was intimately involved in the negotiations and believes the process resulted in an excellent Settlement for the Settlement Class. *See* McClintock Decl. at ¶¶11-12. Ms. McClintock has been dedicated to serving as Class Representative in this Litigation at all times. *Id.* at ¶¶8-11. Ms. McClintock expended extensive time and resources prosecuting this Litigation for more than two years, from producing documents, meeting and communicating regularly with Class Counsel, participating in the negotiations that led to the Settlement, and reviewing pleadings, briefs and other court documents. *Id.* As such, the Parties and their lawyers were well prepared for the serious and intelligent negotiations that led to the Settlement.

Plaintiff, through counsel, conducted extensive investigation and research into the claims asserted, reviewed extensive data and consulted with numerous experts. Further, the Settlement is the product of arm's-length negotiations between Plaintiff and Defendant and their experienced counsel at a point when Plaintiff and Defendant possessed more than sufficient evidence and knowledge to allow them to make informed decisions about the strengths and weaknesses of their respective cases. The Settlement is the product of serious and informed negotiations among experienced counsel.

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

approval. *Id.*

2. *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. 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 U.S. Dist. LEXIS 86741, at *36 (W.D. Okla. Oct. 27, 2008) (internal citations omitted).

In this Litigation, there are numerous factual and legal issues about which the Parties disagree—issues that would ultimately be decided by this Court or a jury. *See* Joint Class Counsel Declaration at ¶49. To this day, Defendant denies it committed any acts or omissions giving rise to any liability or violation of law. *See* Settlement Agreement at ¶11.1. Defendant has always maintained its statutory interest policies—which form the basis of Plaintiff’s and the Settlement Class’ claims—comply with Oklahoma law. Thus, Defendant has entered into this Settlement solely to eliminate the burden and expense of further litigation. *See id.*

In addition, despite Class Representative’s optimism regarding its chances at trial, Class Representative would have to overcome a number of significant obstacles. First, before reaching the merits of this Litigation, the Court and the Parties would be required to resolve a number of complex legal questions concerning Oklahoma oil and gas law and its impact on Defendant’s statutory interest payment practices and policies. Once these questions of law are resolved, many serious questions of fact would remain, including, *inter alia*, whether Defendant’s conduct violates Oklahoma law and/or rises to the level of fraud. Moreover, Defendant entered into a purchase and sale agreement effective January 5, 2018 that resulted in all of the company’s business being sold and stopped any ongoing business. Defendant retained the liability for this case as part of the

sale and its remaining assets were limited to approximately \$1,275,000 and a deposit with the Oklahoma Tax Commission that would be returned to the company at some point. The \$1,275,000 was also being used to fund the defense of this litigation, and a trial in this matter could easily cost that amount in litigation defense such that there would be nothing left for the Class to recover. Defendant's insurer also provided no coverage for this case. *See* Pl.'s Memorandum of Law in Support of Motion for Attorney's Fees at Ex. 1. However, the Settlement renders the resolution of these issues unnecessary and provides a guaranteed recovery in the face of uncertainty.

Because this Litigation still presents serious issues of law and fact that place the ultimate outcome in doubt, the second factor supports final approval of the Settlement.

3. *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 supports approval of the proposed Settlement. The immediate value of the \$900,000.00 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." *McNeely*, 2008 U.S. Dist. LEXIS 86741, at *37. Here, the Settlement represents a meaningful recovery for the Settlement Class without the risk or additional expense of further litigation. *See id.* These immediate benefits must be compared to the risk that the Settlement Class may recover nothing in light of Defendant's financial status and even considering the possibility of a contested class certification process, summary judgment, trial and likely appeals, possibly years into the future. *See In re Sprint Corp. ERISA Litig.*, 443 F.Supp. 2d 1249, 1261 (D. Kan. 2006).

While Class Counsel is confident in their ability to prove the claims asserted, they also recognize liability is far from certain and many potential obstacles to obtaining a final, favorable verdict exist. Even if Class Representative were able to establish liability at trial, Defendant would have vigorously argued the Settlement Class' damages are far less than the \$900,000.00 Gross Settlement Fund. *See* Joint Class Counsel Declaration at ¶15. 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 this Litigation because they have extensive experience prosecuting royalty class actions. *See* Section IV.B.1 *supra*; Joint Class Counsel Declaration at ¶43. Indeed, Class Counsel recently tried a similar certified class and is intimately familiar with the risks and costs associated with doing so. Class Counsel believes the value of the Settlement outweighs the risks of proceeding further with this Litigation. Although not submitted as part of these proceedings, Professors Geoffrey Miller and Steven Gensler—both experts in class action litigation and settlements—have provided testimony in support of previous class action settlements in this District involving similar claims and settlement amounts far greater than that at issue here. *See, e.g., Chieftain Royalty Co. v. Marathon Oil Co.*, No. CIV-17-334-SPS (E.D. Okla.) (Dkt. Nos. 81-82); *Chieftain Royalty Co. v. XTO Energy, Inc.*, No. 11-cv-29-KEW (E.D. Okla.) (Dkt. Nos. 206, 209); *Reirdon v. XTO Energy, Inc.*, No. 16-cv-87-KEW (E.D. Okla.) (Dkt. Nos. 92-93); *Reirdon v. Cimarex Energy Co.*, No. 6:16-cv-113-KEW (E.D. Okla.) (Dkt. Nos. 63-64).

When the risks and uncertainties of continuing this 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.

4. *Class Representative and Defendant agree the Settlement is fair and reasonable*

The fact that Class Representative and Defendant believes the Settlement is fair and reasonable supports final approval. Class Counsel and Class Representative only agreed to settle this 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. *See* McClintock Decl. at ¶¶12-14; Joint Class Counsel Declaration at ¶14.

Class Counsel's judgment as to the fairness of the Settlement supports final approval. "Counsel's judgment as to the fairness of the [settlement] agreement is entitled to considerable weight." *Childs*, 2011 U.S. Dist. LEXIS 138818, at *37 (citation omitted). Here, Class Counsel believes the terms and conditions of the Settlement are fair, reasonable and adequate to Class Representative and the Settlement Class, and in their best interests. *See* Joint Class Counsel Declaration at ¶7.

As explained above, Class Counsel have extensive experience in complex class action litigation and oil and gas litigation in Oklahoma. *See* Section IV.B.1, *supra*. Both Class Counsel and Class Representative submit that the Settlement is fair, reasonable and adequate and should be approved, and Defendant agrees.

In addition, several absent Class Members signed affidavits and/or declarations supporting the Settlement. *See* Exhibits 6-7 attached hereto. Therefore, this last factor supports the Court's final approval of the Settlement.

In sum, all four factors considered by courts in the Tenth Circuit support final approval of the Settlement.

C. 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*, 854 F.3d at 1171 (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.

As set forth more fully below, the Short Form Notice was mailed to all potential Class members who had been identified through reasonable efforts using the pay data provided by Defendant and described in ¶3.3 of the Settlement Agreement. The Summary Notice was also published in six newspapers. And, the Long Form Notice was made available on the settlement website and directly mailed to any potential Class Member upon request. The Notice campaign carried out by Class Counsel and its team is comparable to the highly successful notice campaigns completed in other oil and gas royalty cases approved by district courts in Oklahoma, including this Court. *See, e.g., Reirdon v. XTO Energy Inc.*, Case No. 16-cv-87-KEW (E.D. Okla.) (Dkt. No. 122 at ¶6); *Chieftain Royalty Co. v. XTO Energy Inc.*, Case No. 16-cv-29-KEW (E.D. Okla.) (Dkt. No. 229 at ¶8); *Reirdon v. Cimarex Energy Co.*, Case No. 6:16-cv-113-KEW (E.D. Okla.) (Dkt. No. 102 at ¶6).

In its Preliminary Approval Order, the Court preliminarily approved the form and manner of the Notice Documents disseminated by the Settlement Administrator, stating the Short Form Notice, Summary Notice, and Long Form Notice 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.” *See* Preliminary Approval Order at ¶7. The Court then directed the Parties and the Settlement Administrator to disseminate the Notice Documents in accordance with the Settlement Agreement and the Preliminary Approval Order. *Id.* at ¶8.

Class Counsel conducted an extensive campaign to distribute the Notice to the Class. *See* Joint Class Counsel Declaration at ¶¶14-25. This campaign was necessary because there are thousands of Class Members. *Id.* at ¶17. To send Notice to the Settlement Class, the Parties needed the name and address of each Class Member. *Id.* at ¶18. Due to the size of the Settlement, it was deemed economically impracticable for the Settlement Administrator to mail the Long Form Notice or for the Parties to do more to determine the names and addresses of members. For the majority of the royalty payments at issue, Defendant was the operator and maintained the royalty payment history data, and provided that to Class Counsel as part of the Settlement Agreement. *See id.*; Settlement Agreement at ¶3.3. Class Counsel, in conjunction with the Settlement Administrator, sent Notices to over 87% of Class Members. Ley Affidavit at ¶4.

On December 4, 2019, the Short Form Notice was mailed via first-class regular mail using the USPS to 20,455 Class Members.⁵ *See* Joint Class Decl. at ¶10. In addition, to ensure that as close to 100% of the Class as possible received Notice, the Court-approved Summary Notice was

⁵ To date, 67 return Notices have been received by JND. *See* JND Declaration at ¶12. JND has and will continue to locate alternate addresses for these Class Members. *Id.* ¶11.

published on December 18 and 19, 2019 in four papers of local circulation, the *Daily Ardmoreite* (Carter County), the *McAlester News-Capital* (Pittsburg County), the *Hughes County Tribune*⁶ (Hughes County), and the *Fairview Republican* (Major County), as well as two papers of general circulation in Oklahoma, *The Oklahoman* and the *Tulsa World*. *Id.* ¶14.

Also, the Notice Documents, along with other documents germane to the Settlement, were posted on the website created for and dedicated to this Litigation, www.mcclintock-continuum.com. *See id.* at ¶15. This website is maintained by the Settlement Administrator, where information regarding the Settlement can be found. *Id.*

The Notice Documents fully informed Class Members about the Litigation, the Settlement and the facts needed to make informed decisions about their rights. *See* Preliminary Approval Order at ¶7. The Notice Documents also provided Class Members with information where Class Members may obtain further information regarding the Settlement contained in the Long Form Notice, as well as their rights and options as they relate to the Settlement. *See generally* JND Decl.

In sum, the form, manner and content of the Short Form Notice, Summary Notice, and Long Form Notice 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 afford them an opportunity to opt out or object. Therefore, the Court should grant final approval of the Notice given to the Settlement Class here.

D. The Plan of Allocation Should be Approved

The Court should also approve the proposed Plan of Allocation. Like the settlement itself, a plan of allocation must also be approved as fair and reasonable. *See In re Sprint Corp. ERISA Litig.*, 443 F. Supp. 2d at 1262 (citing *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. at

⁶ Formerly known as the *Holdenville Tribune*.

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.*

Here, Class Counsel, together with their experts, have formulated a Plan of Allocation in which Class Members will be reimbursed proportionately in relation to their individual claim for untimely payments that did not include the full amount of statutory interest owed. *See* Joint Class Counsel Declaration at ¶¶30-33; *see also* Ley Aff. Importantly, this is not a claims-made settlement, nor is it a settlement where a Class Member must take further action to participate. *See* Joint Class Counsel Declaration at ¶6. Instead, here, every Member of the Settlement Class who does not opt out of the Settlement will receive a check for their allocation of the Net Settlement Fund.

Specifically, the Net Settlement Fund will be allocated to individual Participating Class Members based on the amount of statutory interest allegedly owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA, 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 PRSA, any additional statutory interest that has since accrued, and the amount of interest or returns that have accrued on the Participating Class Member's proportionate share of the Net Settlement Fund during the time such share was held in the Settlement Account. *See* Joint Class Counsel Declaration at ¶31; Settlement Agreement at ¶6.2.

A 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 under paragraph 3.3 of the Settlement Agreement (or the most current available address

information). Initial Plan of Allocation, ¶2 (Ex. 2 to Motion for Final Approval); Joint Class Counsel Declaration at ¶31. Returned or stale-dated Distribution Checks shall be reissued as necessary to ensure delivery to the appropriate Class Members using commercially reasonable methods subject to review and approval by the Court. Initial Plan of Allocation at ¶¶4, 7; Joint Class Counsel Declaration at ¶32. No distributions will be made to Class Members who would otherwise receive a distribution of less than \$10.00. Settlement Agreement at ¶6.3. This *de minimis* threshold is set in order to preserve the overall Net Settlement Fund from the costs of claims that are likely to exceed the value of those claims. *Id.*

Because the Plan of Allocation was formulated by competent and experienced Counsel and utilizes a reasonable methodology frequently utilized for settlement allocations in royalty class actions and that has been approved by both state and federal courts, the Court should approve the Plan of Allocation as fair, adequate, and reasonable, and in the best interest of the Class.

V. CONCLUSION

For all of the foregoing reasons, Class Representative and Class Counsel respectfully request that the Court enter an order granting: (1) final approval of the Settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Class; (2) final approval of the Notice to Class Members; and (3) approval of the Plan of Allocation.

DATED: January 15, 2020.

Respectfully submitted,

/s/ Bradley E. Beckworth

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CLASS COUNSEL

CERTIFICATE OF SERVICE

I hereby certify that I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system, which will send email notification of such filing to all registered parties.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: January 15, 2020.

/s/ Bradley E. Beckworth

Bradley E. Beckworth

EXHIBIT 1

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

PAULA PARKS MCCLINTOCK,

Plaintiff,

v.

CONTINUUM PRODUCER
SERVICES, L.L.C.,

Defendant.

Case No. 6:17-cv-00259-JAG

DECLARATION OF PAULA PARKS MCCLINTOCK

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

1. I am the Named Plaintiff and Class Representative in the above-referenced class action (the “Litigation”). I have personal knowledge of the facts set out in this Declaration based upon my personal involvement in this Litigation and on information provided to me by Plaintiff’s Counsel.

2. I respectfully submit this Declaration in support of final approval of the Stipulation and Agreement of Settlement. I am also submitting this Declaration in support of my application for a case contribution award.

3. By submitting this Declaration, I neither intend to nor do waive any protections available to me including, but not limited to, the attorney-client privilege, work product privilege or any other privileges I may have.

4. By way of background, I attended Tulsa University. There I obtained a Bachelor of Science degree in 1975. I also served as President of the Delta Delta Delta Sorority during my time at Tulsa University. After college, I worked for Merrill Lynch and in retail. During the 1990s, my husband and I produced two fishing books: Flywater and

Watermark. I manage investments in commercial real estate and my royalty interests.

5. I have owned, and previously managed a trust that owned, multiple royalty interests in Oklahoma for several years including interests in wells operated and/or paid on by Continuum Producer Services, Arcotex Oil & Gas Inc., Merit Energy Company, Unit Petroleum Company, Newfield Exploration, and numerous others. I have received royalty payments from these companies for several years and rely on this income to support myself. Additionally, other members of my family own royalty interests in Oklahoma and rely on this income.

6. After my examination of the underlying facts, I decided to retain Plaintiff's Counsel to initiate and prosecute this Litigation. As part of that decision, Plaintiff's Counsel and I discussed my commitment to fulfilling the responsibilities of a Named Plaintiff and proposed Class Representative.

7. I retained Plaintiff's Counsel because I believed these firms possessed the requisite expertise in complex litigation and had sufficient legal and financial resources to vigorously prosecute this Litigation on my behalf and on behalf of all Class Members against Continuum, a well-funded and well-defended corporation. Based on my evaluation of this complex Litigation, the risks associated with the Litigation, the potentially significant expenses Plaintiff's Counsel could be required to incur, and the high level of representation to be provided by Plaintiff's Counsel, we agreed that Plaintiff's Counsel would represent me on a contingency fee basis, not to exceed 40%. At the time this agreement was reached, I understood a 40% contingency fee was at or below the market rate. Thus, Plaintiff's Counsel and I executed a written agreement that Plaintiff's Counsel could seek a fee of 40% of any gross recovery.

8. I have been involved in this Litigation since before the filing of the Original

Petition on May 23, 2017. By participating in this Litigation, I hoped to obtain a monetary recovery and injunctive relief for myself and other royalty owners in the Class who were not properly paid royalty.

9. From making the decision to file the Petition, to producing documents, consistently communicating with Plaintiff's Counsel, reviewing pleadings, briefs and written discovery, and finally approving the terms of the Settlement, I have, at all times, been informed, involved, and active in the Litigation. I reviewed and approved all drafts of substantive pleadings prior to filing, and consistently and routinely received status reports from Plaintiff's Counsel. I also actively supervised and monitored Plaintiff's Counsel's work in this case and participated in all significant decisions, including the decision to enter into the Settlement. I conferred regularly with Plaintiff's Counsel throughout the Litigation and was advised of all significant matters. I have documented the time I spent working on this Litigation.

10. This action was litigated for over two years, including discovery of documents and data, depositions, research, accounting review and analysis, consultation by and with experts, settlement negotiations among counsel, damage modeling, and other investigations and preparation.

11. Throughout the negotiation process, Plaintiff's Counsel informed me of each development that occurred and sought and obtained approval to negotiate on behalf of the Class and myself. Plaintiff's Counsel acted with my approval in all respects. Following the settlement negotiation process, I continued to communicate with counsel regarding the finalization of the Settlement Agreement prior to approving. Prior to the parties reaching an agreement to settle this matter, Plaintiff's Counsel sought and obtained approval from me. I have continued to remain involved in post-settlement negotiations and review of

documents and have reviewed and monitored the various settlement motions that have been (and will be) filed.

12. I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Class, which provides a cash payment of \$900,000.00.

13. Through my involvement as the Named Plaintiff in this Litigation, as well as my frequent discussions with Plaintiff's Counsel, I believe I understand the strengths and weaknesses of the Class' claims against Continuum. I am aware of the hurdles the Class would be required to overcome to prove liability and damages, and the limited assets Continuum has to pay any judgment.

14. My understanding of the facts as they pertain to this litigation, as well as my extensive interaction with Plaintiff's Counsel, enables me to recommend approval of the Settlement. The Settlement is a substantial recovery for the Class under circumstances where it was possible that no recovery at all would be obtained. I fully support this Settlement as fair, reasonable and adequate for the Settlement Class.

15. I am very pleased with the efforts of Plaintiff's Counsel who at all times conducted themselves with professionalism and diligence while effectively representing the interests of the Class and myself.

16. Plaintiff's Counsel is collectively applying for an award of attorneys' fees out of the Gross Settlement Fund, as well as reimbursement of litigation expenses reasonably and necessarily incurred in successfully prosecuting the claims in this Litigation. As a result of Plaintiff's Counsel's extensive, efficient and excellent work, I have approved Plaintiff's Counsel's application for a fee award of 33.33% of the \$900,000.00 cash payment, which is below the amount I agreed to. I have reviewed the litigation expenses for which Plaintiff's Counsel seeks reimbursement. I approve of Plaintiff's Counsel's request for

reimbursement of reasonable litigation expenses. I also approve of Plaintiff's Counsel's request for Administration, Notice and Distribution Costs that will be expended to provide Notice of the Settlement to the Class, administration of the Settlement, and distribution of the Net Settlement Fund to the Class. I understand that if the awards are granted, attorneys' fees plus reimbursed expenses, including Litigation Expenses and Administration, Notice and Distribution Costs, will be paid out of the Gross Settlement Fund.

17. Plaintiff's Counsel's request for attorneys' fees is consistent with and actually below my negotiated fee agreement with Plaintiff's Counsel, and I have been pleased with the manner in which Plaintiff's Counsel conducted the Litigation and with the results achieved. Further, I support Plaintiff's Counsel's request for reimbursement of litigation expenses because, based on the information provided to me and my experience working with Plaintiff's Counsel to date, I believe Plaintiff's Counsel has prosecuted this Litigation in an efficient manner in light of its complexities and has incurred reasonable and necessary expenses.

18. While I will recover only my pro rata share of the Net Settlement Fund, I, as Class Representative, intend to seek a case contribution award for my representation of the Class, which will not exceed \$2,500.00. This amount is based on the amount of time I dedicated to the Litigation, as well as a reasonable estimate of the time I anticipate I will dedicate to the Litigation in the future. I believe that such an award is justified in this case.

19. As set forth below, I believe I actively and effectively fulfilled my obligations as a representative of the Class, complying with all demands placed on me during the prosecution and settlement of this Litigation. I reviewed draft pleadings and motions, searched for and produced records, reviewed filings, communicated regularly with Plaintiff's Counsel, and was continuously involved in the litigation, settlement and post-

settlement process. In total, to date, I have dedicated approximately 30 hours to working on this Litigation for the Class. I also anticipate spending an additional 20 hours working on this case in the future, including traveling to and attending the final fairness hearing, and, if the Court approves the settlement, I will continue to assist the Court and Plaintiff's Counsel in administering the settlement. And, if there is an appeal in this case, I intend to remain involved throughout the proceedings and to continue my work as Class Representative.

20. I am not aware of any conflicts of interest I have with members of the Settlement Class. I was not promised any recovery or made any guarantees prior to filing this Litigation, nor at any time during the Litigation. I was never told, nor has there ever been any discussion, that I would obtain a case contribution award if this case was resolved by settlement or judgment, or that the amount of any award I may ask for or receive would be based upon, tied to, or in any way related to the ultimate outcome of this Litigation, or that any incentive award amount or request would be based upon, tied to, or in any way related to any request for attorneys' fees. Indeed, I support the Settlement even if I were to receive no case contribution award, and I would continue to act in my capacity as Class Representative. Based on these efforts and the benefits obtained for the Class, I submit that a case contribution award is fair and reasonable as compensation for the time and expense I incurred in order to obtain this settlement on behalf of the Class.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Dated this 14 day of January 2020.


Paula Parks McClintock

EXHIBIT 2

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

PAULA PARKS MCCLINTOCK,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 6:17-cv-00259-JAG
)	
CONTINUUM PRODUCER SERVICES,)	
L.L.C.,)	
)	
Defendant.)	

**DECLARATION OF BRADLEY E. BECKWORTH,
PATRICK M. RYAN, AND ROBERT N. BARNES ON BEHALF OF CLASS COUNSEL**

Bradley E. Beckworth of Nix Patterson LLP (“NP”), Patrick M. Ryan of Ryan Whaley Coldiron Jantzen Peters & Webber PLLC (“RW”), and Robert N. Barnes of Barnes & Lewis, LLP (“BL”) on behalf of Class Counsel, declare as follows:

1. We, Bradley E. Beckworth, a partner at NP, Patrick M. Ryan, a partner at RW, and Robert N. Barnes, a partner at BL, submit this declaration in support of Class Counsel’s Motion for Final Approval (“Approval Motion”), Class Counsel’s Motion for Approval of Attorneys’ Fees (“Fee Motion”), and Class Counsel’s Motion for Approval of Reimbursement of Litigation Expenses (“Expense Motion”) (collectively, the “Motions”), which are filed contemporaneously herewith.

2. The purpose of this Declaration is to: (a) submit and identify for the Court true and correct copies of certain documents and evidence referenced in the Memoranda; and (b) describe the history of the litigation efforts in this case, as referenced in the Memoranda.

3. Attached as **Exhibit 1** to Plaintiff’s Memorandum of Law in Support of Plaintiff’s Motion to Certify the Settlement Class for Settlement Purposes, Preliminarily Approve Class Action Settlement, Approve Form and Manner of Notice and Set Date for Final Approval Hearing

(Dkt. No. 39) (the “Preliminary Approval Brief”), is a true and correct copy of the Stipulation and Agreement of Settlement (the “Settlement Agreement”), which contains numerous sub-parts, such as the proposed form of the Short Form Notice mailed to the Class (**Exhibit 3** to the Settlement Agreement) and the Summary Notice that was published in various newspapers (**Exhibit 4** to the Settlement Agreement).¹

4. The statements made herein are made based upon our personal knowledge and information available to us to the best of our recollection, and while we do not believe there are any errors, omissions, incomplete or incorrect statements, to the extent any occur, they are wholly accidental and unintentional.

Introduction – Summary of Benefits Provided to the Class

5. Class Representative’s and Class Counsel’s efforts have resulted in a Settlement with Defendant that provides \$900,000.00 in cash (the “Gross Settlement Fund”) to the Settlement Class for past claims related to underpaid and unpaid statutory interest on payments to owners. The Gross Settlement Fund is a significant recovery for Class Members, especially considering the very real possibility that Class Members would receive no recovery at all if this Litigation proceeded. This is an outstanding recovery for the Class.

6. Importantly, this is not a claims made settlement. That means that no Class Member is required to take any further action to participate in the Settlement. In many cases, the absent class members must file a claim form that must then be approved before payment can issue. While claims made settlements are entirely appropriate and allowed under Tenth Circuit law, and often

¹ All capitalized terms not otherwise defined in this Declaration shall have the same meanings ascribed to them in the Settlement Agreement.

are necessary in many types of cases, we were able to negotiate a settlement where payment is automatic without any further effort by the absent Class Members.

7. Class Counsel believe the terms and conditions of the settlement are fair, reasonable, and adequate and in the Class's best interests.

Summary of the Litigation

8. Plaintiff initiated this action on May 23, 2017 with the filing of Plaintiff's Original Petition against Defendant in the District Court of Carter County, State of Oklahoma (the "Petition"). On July 5, 2017, Defendant removed the Litigation to the United States District Court for the Eastern District of Oklahoma pursuant to the Class Action Fairness Act of 2005 ("CAFA"), claiming diversity jurisdiction under 28 U.S.C. § 1332(d) and that the amount in controversy exceeded \$5,000,000.00, exclusive of interest and costs.²

9. In the Petition, Plaintiff alleged Defendant ignored its obligation under Oklahoma law to pay statutory interest to owners in Oklahoma entitled to receive oil and gas proceeds through a uniform policy and practice by which it did not pay statutory interest to any owners unless the owner specifically requested Defendant do so. Petition at ¶¶1, 6, 7, 31. Based on these allegations, Plaintiff brought claims for breach of statutory obligation to pay interest, fraud, accounting and disgorgement, and injunctive relief. *Id.* at ¶¶ 40-69.

10. Thereafter, Plaintiff and Plaintiff's Counsel prosecuted the Litigation for more than two years, which included Plaintiff engaging in discovery related to subject matter jurisdiction, the merits, and class certification. Plaintiff's litigation efforts also included

² The Litigation was subsequently assigned to United States District Judge John A. Gibney, Jr., of the Eastern District of Virginia, serving in this case by designation, by minute order dated July 18, 2019 (Doc. No. 35).

conducting depositions, research, accounting review and analysis, consultation by and with experts, settlement negotiations among counsel, damage modeling, and other investigations and preparation. Plaintiff and Plaintiff's Counsel attest that the information, documents, materials, and testimony elicited during discovery—which was the result of extensive preparation, document review, legal research and expert analysis on class certification, liability, and damages—undoubtedly contributed to the outstanding Settlement now before the Court.

11. Among other things, Plaintiff discovered that Defendant entered into a purchase and sale agreement effective January 5, 2018, which resulted in all of the company's business being sold and Defendant stopping its ongoing business. Defendant retained the liability for this case as part of the sale and its remaining assets were limited to approximately \$1,275,000.00 and a deposit with the Oklahoma Tax Commission that would be returned to the company at some point. Moreover, Defendant's insurer provided no coverage for this case. Under these circumstances, the \$900,000.00 settlement is an outstanding value for the Class.

12. With no objection from Defendant, Plaintiff moved the Court on January 24, 2019 to modify certain Scheduling Order deadlines to allow the Parties time to explore settlement possibilities. The Court granted the requested relief. The Parties continued settlement negotiations and reached a tentative agreement, resulting in the Parties submitting a Notice of Tentative Settlement and Joint Motion to Strike Scheduling Order. Thereafter, the Parties spent significant time extensively negotiating and drafting the terms of a formal settlement, which are documented in the Settlement Agreement. The Settlement would not have been possible without the discovery campaign, document review, and proceeds payment analysis conducted by Plaintiff's Counsel and their experts.

13. Here, there are numerous factual and legal issues on which Plaintiff and Defendant still disagree. Had the Parties not settled this Litigation, the Court or a jury would ultimately be required to decide these issues, placing the ultimate outcome of this Litigation in doubt. To this day, Defendant denies it committed any acts or omissions giving rise to any liability or violation of law. *See* Settlement Agreement at ¶11.1, Exhibit 1. Indeed, Defendant has always maintained its statutory interest policies—which form the basis of Plaintiff’s and the Settlement Class’s claims—comply with Oklahoma law. Thus, Defendant has entered into this Settlement solely to eliminate the burden, expense, and distraction of further litigation. *See id.* While Plaintiff is optimistic about her chances of success at trial, there are a number of significant obstacles she would still have to overcome to achieve success on behalf of the Settlement Class.

14. Put simply, serious questions of law and fact are still in dispute. Importantly, however, the meaningful Settlement, which includes the payment of \$900,000.00 in cash, renders the resolution of these questions unnecessary and provides a guaranteed recovery in the face of uncertainty. The complexity, uncertainty, expense, and likely duration of further litigation and appeals also support approval of the proposed Settlement – especially in light of Defendant’s limited resources. Moreover, the immediate \$900,000.00 Settlement must be compared to the risk the Settlement Class may recover nothing after hard-fought class certification, summary judgment, a grueling trial, and inevitable appeals likely extending years into the future.

15. Although Plaintiff is confident in her ability to achieve certification of the Class and succeed at trial, class certification and liability are never certain, and the potential obstacles to obtaining a final, favorable verdict are daunting. In addition, even assuming Plaintiff succeeded in establishing liability at trial, the amount of damages would be hotly disputed, and Defendant would likely argue the Settlement Class is entitled to far less than the \$900,000.00 provided

by the Settlement. Moreover, due to the cessation of Defendant's business operations, any further prosecution of the case would decrease the amount available to pay an eventual judgment in this case. Defendant has few remaining assets (approximately \$1,275,000.00) and this amount is being used to fund defense of this Litigation. A trial in this matter could easily cost that amount or more in litigation defense costs, such that there would be nothing left for the Class to recover. Moreover, after any final, favorable judgment is obtained, additional appeals would likely follow. When these uncertainties are compared to the immediate and substantial recovery of \$900,000.00 in cash, it is clear the Settlement is in the best interest of Plaintiff and the Settlement Class.

The Notice Campaign

16. On November 22, 2019, the Court preliminarily approved the form and manner of the Short Form, Summary, and Long Form Notices. *See* Preliminary Approval Order at ¶¶7,8 (Doc. No. 42). These Notices provided Class Members with all information needed to fully understand the terms of the Settlement and their rights thereunder. The Court stated in the Preliminary Approval Order that these 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.” *Id.* at ¶7.

17. Since the Court issued its Preliminary Approval Order, Class Counsel has directed an extensive effort to send Notice to as many Class Members as possible. *See* Final Approval Memorandum at 15-18; Declaration of Jennifer M. Keough on Behalf of Settlement Administrator, JND Legal Administration, Regarding Notice Mailing and Administration of Settlement (“JND Decl.”) at ¶¶8-14 (attached to the Final Approval Memorandum as Exhibit 4). This campaign was necessary because there are over 20,000 Class Members. Through the Notice

campaign, Class Counsel, in conjunction with the Settlement Administrator and Counsel for Plaintiff, were able to distribute the Notice through the direct notice campaign to Class Members representing an estimated 87% of the Net Settlement Fund. *See* Ley Affidavit at ¶4.

18. To send Notice to the Settlement Class, the name and address of Class Members are needed. In addition, to properly distribute the Net Settlement Fund, each Class Member's tax identification number is needed, as well as information regarding their prior proceeds payments from Defendant. Defendant maintained and provided the necessary payment history data as part of the Settlement Agreement. *See* Settlement Agreement at ¶3.3.

19. On December 4, 2019, the Short Form Notice was mailed to 20,455 Class Members. *See* JND Decl. at ¶10. For any Class Member's Short Form Notice that is returned, the Settlement Administrator will use all reasonable secondary efforts to deliver the Notice to each such Class Member, as it has thus far done. *Id.* at ¶11. This includes re-mailing any such notices to any forwarding address provided or to anyone for whom the Settlement Administrator is able to obtain an updated address. *Id.* To date, approximately 67 Short Form Notices have been returned as undeliverable. *Id.* at ¶12. Of those, JND received new address information from the USPS for 11 and forwarded Notices to such addresses. In addition, to ensure the best notice reasonably practicable under the circumstances, the Court-approved Long Form Notice was mailed directly to any Class Member upon request. To date, three (3) Class Members requested and subsequently received copies of the Long Form Notice. *Id.* at ¶13. Finally, the Summary Notice was published on December 18-19, 2019 in four papers of local circulation: the *Daily Ardmoreite* (Carter County), the *McAlester News-Capital* (Pittsburg County), the *Fairview Republican* (Major

County), and the *Holdenville Tribune* (Hughes County),³ as well as two papers of general circulation in Oklahoma: *The Oklahoman* and the *Tulsa World*. *Id.* at ¶14.

20. Also, the Short Form Notice, Summary Notice, and Long Form Notice, along with other documents germane to the Settlement, were posted on the website created for and dedicated to this Action. *See id.* at ¶15; *see also* www.mcclintock-continuum.com. This website is maintained by the Settlement Administrator as a site where information regarding the Settlement can be found. *Id.* This website went live on December 13, 2019. *Id.* On January 8, 2020, it was brought to the attention of Class Counsel that the Petition and Answer were not available on the “Important Documents” section of the Settlement Website and that the Short Form Notice and Publication Notice, while available, were not broken out separately and were attached to the Settlement Agreement. Class Counsel immediately uploaded the Petition, Answer, and separately uploaded copies of the Short Form Notice and Publication Notice that same day, which was 21 days before the deadline for objections and requests for exclusion. Moreover, the Petition and Answer were already publicly available documents.

21. Class Counsel and their team, in conjunction with the Settlement Administrator, carried out the approved manner of disseminating the Notices and complied with all deadlines in the Preliminary Approval Order by executing the Notice campaign described above. *See id.* at ¶¶8-14. Moreover, Class Counsel and the Settlement Administrator responded to any inquiries received from Class Members regarding the Notice and/or Settlement Agreement. To date, Class Counsel and/or the Settlement Administrator, have responded to at least 42 phone calls from Class Members.

³ As of October 4, 2018, the *Holdenville Tribune* is known as the *Hughes County Tribune*.

22. The Notice campaign carried out by Class Counsel and its team is comparable to the highly successful notice campaigns completed in other oil and gas royalty cases approved by this Court. *See, e.g., Reirdon v. XTO Energy Inc.*, Case No. 16-cv-87-KEW (E.D. Okla.) (Doc. No. 122 at ¶6).⁴

23. Because of the extensive Notice campaign described above, Class Counsel anticipates the Settlement Administrator will begin mailing distribution checks to Class Members shortly after the Court's orders approving the Settlement and Plan of Allocation become final. Of course, some checks will be returned or will not be cashed for a variety of reasons, and immediate follow-up will be carried out in each such instance.

24. We believe this notice campaign provided the most reasonable notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort and provided the information required by Federal Rule of Civil Procedure 23(c)(2)(B).

The Overwhelming Positive Reaction of the Settlement Class to the Settlement

25. Since Notice of the Settlement was disseminated, and at the time this Declaration was executed, we have received only two purported opt-out requests from Class Members. Because this Declaration is required to be filed before the final deadline for filing objections and/or requests for exclusion, Class Representative and/or Class Counsel will provide the Court with an update regarding any requests for exclusion and/or objections filed after the Court imposed deadline, if any.

⁴ *See also Chieftain Royalty Co. v. XTO Energy Inc.*, Case No. 16-cv-29-KEW (E.D. Okla.) (Doc. No. 229 at ¶8); *Reirdon v. Cimarex Energy Co.*, Case No. 6:16-cv-113-KEW (E.D. Okla.) (Doc. No. 102 at ¶6).

26. To date, we have received no purported objections by Class Members to the Settlement.

27. Class Representative has filed a declaration with the Court in support of the Settlement.⁵ In her Declaration, Paula Parks McClintock states, “I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Class, which provides a cash payment of \$900,000.00.” McClintock Declaration at ¶12. Ms. McClintock adds, “[m]y understanding of the facts as they pertain to this litigation, as well as my extensive interaction with Plaintiff’s Counsel, enables me to recommend approval of the Settlement.” *Id.* at ¶14. Thus, Class Representative supports the Settlement and believes it should be finally approved.

28. Additionally, at least two (2) absent Class Members have filed declarations in support of the Settlement.⁶

Class Counsel Endorse the Settlement

29. An important factor in approving a proposed settlement is the opinion of experienced Class Counsel. Here, Class Counsel fully support and endorse the \$900,000.00 cash Settlement. Class Counsel believe the Settlement is fair, reasonable, and adequate and should be approved. More than anyone, Class Counsel are aware of the risks and uncertainties that accompany proceeding to trial in this Litigation. The Settlement avoids the risk of receiving no recovery after long, difficult litigation which, under the circumstances, would likely deplete Defendant’s limited financial resources. The possibility of either no recovery at all or a limited recovery was very real, especially in light of Defendant’s defenses to the Settlement Class’ claims

⁵ See Declaration of Paula Parks McClintock (“McClintock Decl.”), attached to the Final Approval Memorandum as **Exhibit 1**.

⁶ See Affidavits of Absent Class Members, attached to the Final Approval Memorandum as **Exhibits 6-7**.

that would have to be overcome if the Litigation continued to trial. Through the \$900,000.00 cash Settlement, Class Counsel and Class Representative not only obtained a significant benefit for the Class, but also avoided such a negative outcome. Therefore, Class Counsel fully support the Settlement.

The Plan of Allocation

30. Upon final approval of the Settlement, the Settlement Administrator will distribute the Net Settlement Fund in accordance with a Court-approved Plan of Allocation.⁷ Class Representative's accounting expert, Barbara A. Ley opines, and Class Counsel submit, that the proposed Initial Plan of Allocation is fair, reasonable, and adequate and in the best interest of the Class. *See* Ley Affidavit at ¶8.

31. Under the Plan of Allocation, the Net Settlement Fund (the portion of the Gross Settlement Fund remaining after deduction of fees and expenses allowed by the Court) will be allocated to individual Class Members who are participating in the Settlement proportionately based on the amount of statutory interest owed on the original underlying proceeds payment that allegedly occurred outside the time periods required by the PRSA, with due regard for the production date, the date the underlying payment was made, the amount of the underlying payment made, the time periods set forth in the PRSA, any additional statutory interest that has since accrued, the amount of interest or returns that have accrued on the Class Member's proportionate share of the Net Settlement Fund during the time such share was held in the Escrow Account, and any statutory interest previously paid by Defendant. *See id.* at ¶¶7-8. Thereafter, Class Representative and Class Counsel, with the aid of the Settlement Administrator and the Court's

⁷ The Proposed Initial Plan of Allocation is attached to the Final Approval Motion as **Exhibit 2**.

approval, will distribute the Net Settlement Fund for each Class Member pursuant to the Court-approved Final Plan of Allocation.

32. Returned or stale-dated Distribution Checks will be reissued as necessary to ensure delivery to the appropriate Class Members using commercially reasonable methods subject to review and approval by the Court. Initial Plan of Allocation at ¶¶4, 7. The Settlement Administrator will perform all of these tasks as promptly as possible after the Court approves the Final Plan of Allocation.

33. In sum, Class Counsel believes the proposed Initial Plan of Allocation is fair, reasonable, adequate, and in the best interests of the Class. In addition, oil and gas accounting expert, Barbara A. Ley, opines in her Affidavit: “this Allocation Methodology is fair, adequate, and reasonable, and in the best interest of the Class.” Ley Affidavit at ¶8.

The Settlement is Fair, Adequate, and Reasonable

34. The parties contractually agreed that “this Settlement Agreement shall be governed solely by federal law, both substantive and procedural, as to due process, class certification, judgment, collateral estoppel, res judicata, release, settlement approval, allocation, Case Contribution Award, the right to and reasonableness of Plaintiff’s Attorneys’ Fees and Expenses, and all other matters for which there is federal procedural or common law, including federal law regarding federal equitable common fund class actions.” Settlement Agreement ¶11.8. The Tenth Circuit has identified four factors that must be considered in determining whether to approve a settlement of a class action under Rule 23(e):

- (1) whether the proposed settlement was fairly and honestly negotiated;
- (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;
- (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and
- (4) the judgment of the parties that the settlement is fair and reasonable.

Rutter & Wilbanks Corp. v. Shell Oil Co., 314 F.3d 1180, 1188 (10th Cir. 2002).⁸

35. All four factors undoubtedly confirm the Settlement is fair, adequate, and reasonable and should be approved. First, we can attest that we as counsel, and Ms. McClintock and Continuum, engaged in extensive, arms-length and hard-fought negotiations regarding the Settlement Agreement. The Settlement Agreement was fairly and honestly negotiated.

36. Second, Plaintiff and we acknowledge the difficult and complex questions of law and fact that exist in this case. *See* McClintock Decl. at ¶13. Defendant has consistently denied liability in this case and has opposed class certification.

37. Third, Plaintiff and Class Counsel have achieved an outstanding immediate recovery for the Settlement Class under the circumstances. Thus, we believe this is an outstanding immediate recovery for the Settlement Class that far outweighs the possibility of additional future relief when weighed against the risk of protracted and expensive litigation that could yield Class Members nothing.

38. Fourth, the Parties support the Settlement and believe it is fair and reasonable and should be approved. *See* Settlement Agreement ¶¶ 2.1, 3.1; *see also* McClintock Decl. at ¶14.

39. All four factors support approval of the Settlement Agreement.

Attorneys' Fees and Expenses

40. Class Counsel are seeking an award of Attorneys' Fees of \$300,000.00 (the "Fee Request"). This represents approximately 1/3 of the total estimated value of the settlement of

⁸ Effective December 1, 2018, amendments to Rule 23(e) of the Federal Rules of Civil Procedure provide a list of certain factors courts should consider when determining whether a settlement is fair, reasonable, and adequate. Due to the obvious and significant overlap between the new statutory factors and the *Rutter* factors listed above, and because the Tenth Circuit has yet to address what effect, if any, the amendments have on the application of the *Rutter* factors, this declaration will address the *Rutter* factors.

\$900,000.00. The requested fee is less than the amount approved by this Court in several recent oil and gas settlements. For example, in *Reirdon v. XTO Energy Inc.*, the Court approved an \$8 million fee, which represented 40% of the cash portion of the settlement. *See* Dkt. No. 124.⁹ Additionally, the requested fee is less than the rate approved as reasonable by other Oklahoma federal courts in several oil and gas royalty class actions. *See, e.g., Laredo Petroleum, Inc.*, No. CIV-12-1319, Dkt. No. 52 at ¶8 (“Class Counsel is hereby awarded attorneys’ fees in the amount of forty percent (40%) of the Gross Settlement Fund, plus accrued interest.”); *Chieftain Royalty Co. v. QEP Energy*, No. CIV-11-212-R (W.D. Okla.), Dkt. No. 182 (awarding fee representing approximately 39% of the cash portion of a \$155 million settlement). Given the recovery Class Counsel achieved on behalf of the Class under the circumstances, and the efforts Class Counsel dedicated to this action, this Fee Request is fair and reasonable.

41. When this Litigation began, Class Representative agreed to a fee of 40%. *See* McClintock Decl. at ¶7. Under this agreement, Class Counsel accepted the responsibilities related to prosecuting this Action on a wholly contingent basis at the risk of receiving no payment at all and potentially losing any expenses invested in the case. Very few law firms have the expertise and financial wherewithal to take on such risk. And those firms that do agree to take on such cases almost always do so on a 40% contingent fee basis—the same amount Class Representative agreed to here. When the case was filed, Class Counsel had no way of knowing the amount of statutory interest Defendant had underpaid, or the amount Defendant was capable of paying to compensate the Settlement Class for any such underpayment. Additionally, when the 40% contingent fee was

⁹ *See also Chieftain Royalty Co. v. Marathon Oil Co.*, No. CIV-17-334-SPS (E.D. Okla. Mar. 8, 2019) (Dkt. No. 120) (40%); *Reirdon v. Cimarex Energy Co.*, No. 16-cv-113-KEW (E.D. Okla. Dec. 18, 2018) (Dkt. No. 105) (40%); *Chieftain Royalty Co. v. XTO Energy Inc.*, No. CIV-11-29-KEW (E.D. Okla. Mar. 27, 2018) (Dkt. No. 231) (40%).

agreed to, Class Counsel could not have known what jurisdiction this case would have been removed or transferred to, if any, or what future changes to Oklahoma oil and gas law would affect the outcome of the case. Class Counsel's Fee Request (representing 1/3 of the recovery from Defendant) is less than the 40% agreed-to fee that was negotiated at arm's length, and it is less than the market value of these services in Oklahoma.

42. The Fee Request is less than the market rate for the quality representation provided in a case like this. *See* Declaration of Bradley E. Beckworth Filed on Behalf of Nix Patterson LLP ("NP Decl."), attached as Exhibit 1 to Class Counsel's Motion for Approval of Attorney's Fees, at ¶¶4, 22; Declaration of Patrick M. Ryan on Behalf of Ryan Whaley Coldiron Jantzen Peters & Webber PLLC ("RW Decl."), attached as Exhibit 2 to Class Counsel's Motion for Approval of Attorney's Fees, at ¶¶4, 6; Declaration of Lawrence R. Murphy, Jr. ("Murphy Decl."), attached as Exhibit 5 to Class Counsel's Motion for Approval of Attorney's Fees, at ¶6; Declaration of Robert N. Barnes, Patranell Britten Lewis, and Emily Nash Kitch ("BL Decl."), attached as Exhibit 4 to Class Counsel's Motion for Approval of Attorney's Fees, at ¶11; Declaration of Michael Burrage ("WB Decl."), attached as Exhibit 3 to Class Counsel's Motion for Approval of Attorney's Fees, at ¶4. In Class Counsel's experience, the typical percentage in similar class actions is higher than that requested here.

43. Further, as demonstrated in our individual declarations regarding attorneys' fees and costs, each of us has considerable education, experience, skill and qualifications rendering us competent to testify about the fair, reasonable and market rates for attorneys prosecuting this type of complex commercial litigation. *See* NP Decl. at ¶¶4, 10-24; RW Decl. at ¶¶4-5; BL Decl. at ¶¶2-5; WB Decl. at ¶¶4-6; Murphy Decl. at ¶¶4-6. As stated in those Declarations, we believe the contingent fee arrangement negotiated by Ms. McClintock is within the range of fair and

reasonable rates for such cases. NP Decl. at ¶9; RW Decl. at ¶6; B&L Decl. at ¶12; WB Decl. at ¶6; Murphy Decl. at ¶6.

44. Class Representative states in her Declaration, “[a]t the time this agreement was reached, I understood a 40% contingency fee was at or below the market rate.” McClintock Decl. at ¶7. She then explains, “[a]s a result of Plaintiff’s Counsel’s extensive, efficient and excellent work, I have approved Plaintiff’s Counsel’s application for a fee award of 33.33% of the \$900,000.00 cash payment, which is below the amount I agreed to.” *Id.* at ¶16.

45. While Class Counsel did not bill Class Representative at an hourly rate in this case, Class Counsel does keep track of their time and labor on an hourly basis, using the following hourly rates:

Title	Hourly Billing Rate
Senior Partner Robert Barnes	\$900.00
Senior Partner Bradley Beckworth, Jeffrey Angelovich, Patrick M. Ryan, Patranell Lewis, Michael Burrage and Larry Murphy	\$875.00
Partner	\$700.00
Associates– 6-plus years	\$500.00
Associates– 4-6 years	\$450.00
Associates– 2-4 years	\$400.00
Associates– 1 st year	\$350.00
Project Associate (Manager)	\$300.00
Project Associate	\$275.00
Senior Paralegal	\$275.00
Paralegal	\$250.00
Legal Assistant	\$200.00

46. As demonstrated in our other Declarations, we have researched rates of local and national counsel in complex class action cases across the country. NP Decl. at ¶¶14-24; *see also Chieftain Royalty Co. v. Marathon Oil Co.*, No. CIV-17-334-SPS (E.D. Okla. Feb. 8, 2019) (Dkt. No. 82 at ¶¶ 74-86) (Declaration of Geoffrey Miller in Support of the Stipulation and Agreement of Settlement, Class Counsel’s Application for Attorneys’ Fees, Reimbursement of Litigation

Expenses, Class Representative's Request for Case Contribution Award, and Notice of Proposed Settlement). These rates are at—and indeed in many cases well below—the hourly rates charged by hourly rate firms who bill by the hour, advance no expenses, and get paid on a bi-weekly to monthly basis regardless of the outcome. NP Decl. at ¶7. Class Counsel has dedicated their time, labor, and resources to successfully litigating and resolving this Litigation. As a result of the amount of time we had to spend on this case, each firm was significantly hindered in its pursuit of other work. *See* NP Decl. at ¶8; RW Decl. at ¶15. As a threshold matter, Class Counsel researched and drafted the Petition in 2016, and filed this Litigation against Defendant in May of 2017. Class Counsel litigated the case against Defendant for over two years. Class Counsel then spent considerable time negotiating and finalizing the terms of the Settlement Agreement with Defendant. Throughout this time, Class Counsel has represented the Class on a wholly contingent basis, advancing considerable expenses in the process.

47. As set forth above, and in each firm's respective individual declaration, the time and labor spent in prosecuting this case was substantial and supports the fee request. The work Class Counsel has performed includes, among other things: substantial discovery related to subject matter jurisdiction, the merits, and class certification; reviewing and analyzing accounting and financial statements; examining and analyzing owners' proceeds payments; deposing Defendant's employees; consulting with experts; participating in settlement negotiations; developing a damages model; and assisting in an extensive notice campaign.

48. Successfully resolving this Litigation also required Class Counsel to expend considerable time and resources consulting with a key forensic accounting expert, Barbara A. Ley, who specializes in oil and gas matters.

49. This Litigation presented novel and difficult questions of law and fact. When Class Counsel agreed to take on this Litigation, there were many disagreements between Class Representative and Defendant regarding Oklahoma oil and gas law that affected the Settlement Class' claims. Indeed, at the time of filing, oil and gas class actions related primarily to statutory interest obligations were novel in Oklahoma. Disagreements abounded between the Parties regarding, among other things, the degree of specificity required for Plaintiff's allegations, Class Members' entitlement to statutory interest, the propriety of Defendant's practice of awaiting a request prior to payment of statutory interest, and whether such issues are appropriate for determination on a class-wide basis. These issues go to the heart of the Settlement Class' claims, and the Parties still maintain differing views. Even if the Court ruled in favor of the Settlement Class on these legal issues, the Parties would have inevitably disputed the nature and amount of damages. Additionally, even if the Settlement Class had obtained a final favorable verdict, there was no guarantee Defendant would have been able to pay the verdict amount. In the face of uncertainty associated with further litigation, the Settlement provides the Settlement Class with a valuable and certain \$900,000.00 cash recovery.

50. In addition to all of this work and the substantial recovery, Class Counsel engaged in extensive efforts regarding Notice, as discussed above. Moreover, Class Counsel will continue to dedicate its time and effort on behalf of the Settlement Class to distribute the Net Settlement Fund following a final order granting approval of the Settlement.

51. Properly prosecuting this Litigation required counsel of significant and particularized skills. Class Counsel and Plaintiff's Counsel are comprised of highly skilled and dedicated attorneys with experience prosecuting large class actions such as this. *See* NP Decl. at ¶¶4, 10-24; RW Decl. at ¶¶4-5; BL Decl. at ¶¶2-4; WB Decl. at ¶¶4-6; Murphy Decl. at ¶¶4-6.

This Litigation has required investigation and mastery of complex factual circumstances, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses. To properly perform the legal services this Litigation required, Class Counsel called on their extensive knowledge of gas marketing, engineering, damages modeling and proceeds payment practices. *See* NP Decl. at ¶¶13-24, 24; RW Decl. at ¶¶2, 4; BL Decl. at ¶¶3-4, 13; WB Decl. at ¶¶2, 4; Murphy Decl. at ¶¶2, 4.

52. NP regularly represents plaintiffs in royalty owner class actions, and other complex commercial and consumer class action litigation, and has served as counsel in several cases involving oil and gas issues. NP attorneys Brad Beckworth and Jeff Angelovich, each of whom were integrally involved in this Litigation, are licensed to practice in Oklahoma state courts and the Eastern and Western Districts of Oklahoma. NP served as Lead Attorneys in *Johnson, et al. v. Shell, et al.* (E.D. Tex.)—a *qui tam* action that ultimately settled in excess of \$400 million—the second largest *qui tam* recovery in history for the United States in an oil and gas royalty case. Additionally, NP served as class counsel in *In Re: Triton Energy Limited Securities Litigation*, which was one of the first cases involving the fraudulent accounting of oil and gas reserves successfully brought to conclusion. There, NP obtained a settlement of \$49.5 million for shareholders of Triton Energy, a Dallas-based oil company. NP also has extensive experience representing Oklahoma clients in complex commercial cases, such as representing CompSource Oklahoma in the \$280 million settlement against Bank of New York Mellon involving securities lending in this Court; the Oklahoma Teacher Retirement System (“OTRS”) in the \$80 million settlement against MoneyGram involving federal securities fraud; OTRS and the Oklahoma Law Enforcement Retirement System in the \$322 million settlement against Delphi involving federal securities fraud; and the citizens of Blackwell, Oklahoma in the \$119 million settlement against

Freeport-McMoRan Copper & Gold Inc. And, in the first trial of its kind, NP, with co-counsel Whitten Burrage, obtained a \$400 million dollar verdict for the State of Oklahoma against Johnson & Johnson for its role in the opioid crisis in *State of Oklahoma v. Purdue Pharma, LP, et al.* Coupled with the settlements reached in that case, NP recovered nearly \$1 billion on behalf of the State.

53. NP, with co-counsel Barnes & Lewis, also represented the royalty owners in *Chieftain & Lancet v. QEP*, wherein Judge Russell approved a \$155 million class action settlement consisting of a \$115 million cash payment and \$40 million in future binding benefits, *Chieftain Royalty Co. v. XTO Energy, Inc.*, where they obtained an \$80 million settlement, and *Drummond v. Range*, filed in Grady County Oklahoma, where they obtained an \$87.5 million cash settlement for the Class. The skill and experience Class Counsel has obtained in litigating large commercial class actions, and royalty underpayment class actions in particular, was required in this Action, especially considering the quality of lawyers that make up Defendant's Counsel, who are skilled class action defense attorneys with substantial oil and gas knowledge and experience.

54. Further, the law firm of Ryan Whaley Coldiron Jantzen Peters and Webber PLLC is a litigation, energy, and environmental law firm based in Oklahoma City with national, regional, and state clients. The firm's litigators and regulatory attorneys have been involved in numerous large trials and cases, including all forms of complex business and white-collar litigation, energy and environmental litigation, regulatory work, and projects in more than 40 states and overseas. With more than 48 years of experience in civil litigation, Pat Ryan is best known for successful high-profile cases including his work as U.S. Attorney in the prosecution and conviction of Oklahoma City Bombing defendants Timothy McVeigh and Terry Nichols in Denver, securing the acquittal of a founder/CEO in one of the largest corporate fraud cases prosecuted by the U. S. Dept.

of Justice. Mr. Ryan has also prosecuted and defended numerous class action suits involving oil and gas, securities, accounting, environmental pollution and other topics and industries. Moreover, Mr. Ryan has prosecuted and defended major MDL cases, involving breast implants, pharmaceutical products, securities, tobacco products and other types of cases assigned by the MDL panel. Mr. Ryan is a Fellow of the American College of Trial Lawyers and a Fellow of the International Academy of Trial lawyers. He is a former President of the Oklahoma Chapter of the American Board of Trial Advocates, a Master Emeritus of all three Inns of Court for the Western District of Oklahoma and former Oklahoma County Bar President. Mr. Ryan has tried more than 200 jury trials as well as countless bench trials.

55. Further, the law firm of Barnes & Lewis has been lead counsel in at least fourteen (14) Oklahoma oil and gas class action cases that have been concluded and resulted in combined Common Funds exceeding \$700 million – far more than any other law firm. BL holds the distinction of having been lead counsel in the first oil and gas class action nationwide to have been successfully tried to a jury. That jury verdict was upheld on appeal and resulted in a total Common Fund of approximately \$110 million. *See Bridenstine v. Kaiser Francis*, Case No. 97, 117 (unpublished) August 22, 2003, *cert. denied*, June 26, 2006, Okla. Sup. Ct., Case No. DF-01569.

56. Additionally, Liaison Local Counsel for the Settlement Class, Michael Burrage, is a founding partner of Whitten Burrage, one of the most accomplished trial law firms in Oklahoma. Mr. Burrage was the first Native American federal judge in the country and served as a United States District Judge for the Eastern District of Oklahoma from 1996 to 2001. Mr. Burrage also sat by designation of the Chief on approximately 40 cases for the United States Court of Appeals for the Tenth Circuit. Whitten Burrage has successfully resolved well over a hundred cases in their clients' favor for seven figures, or in some cases, far more. In 2008, Whitten Burrage obtained

a jury verdict of \$130,000,000 in *Burgess v. Farmers Insurance Co.*, which is believed to be the largest verdict in the history of the State of Oklahoma. Whitten Burrage also regularly represents the Choctaw and Chickasaw Nations of Oklahoma. Whitten Burrage, together with NP, recently represented the Choctaw and Chickasaw Nations against the United States for mismanagement and misappropriation of trust assets, achieving a \$186 million recovery as well as significant non-monetary concessions.

57. Finally, Lawrence Murphy has practiced law for more than twenty years and has litigated class actions and complex commercial litigation in the Eastern District of Oklahoma, Northern District of Oklahoma, the Western District of Oklahoma, Oklahoma state courts and numerous other state and federal courts around the country. He served as “National Supervising Counsel for Bad Faith and Coverage Litigation” for an AM Best Top 50 Insurance Company for over five years, and defended various State Auto Insurance Companies against class actions, including *Thomas Johnson v. State Auto Mutual Insurance Company* in Miller County, Arkansas. He is currently defending various Tyson Chicken entities, as local counsel, in the matter of *In Re: Broiler Chicken Grower Litigation* in the United States District Court for the Eastern District of Oklahoma. Additionally, he served as local counsel for plaintiff in the matter of *CompSource Oklahoma v. BNY Mellon* in the United States District for the Eastern District of Oklahoma.

58. This Litigation required substantial time and labor. Each firm has submitted a separate declaration setting forth their respective time, expenses and billing rates expended in this litigation. See NP Decl. (Class Counsel); RW Decl. (Class Counsel); BL Decl. (Class Counsel); WB Decl. (Plaintiff’s Counsel and Liaison Local Counsel); and Murphy Decl. (Plaintiff’s Counsel and Liaison Local Counsel).

59. Further, Class Representative McClintock once again fully endorses her contract and the percentage and alternative rates charge by all Counsel:

I have been pleased with the manner in which Plaintiff's Counsel conducted the Litigation and with the results achieved...[B]ased on the information provided to me and my experience working with Plaintiff's Counsel to date, I believe Plaintiff's Counsel has prosecuted this Litigation in an efficient manner in light of its complexities and has incurred reasonable and necessary expenses.

McClintock Decl. at ¶17.

60. Class Counsel have expended considerable time and talent in advancing the claims of the Settlement Class in this matter and, as a result of substantial time and labor, Class Counsel obtained a substantial and meaningful recovery for the Settlement Class.

61. With this expertise and background, Class Counsel believes the Fee Request is fair and reasonable and should be approved. Therefore, Class Counsel has requested that the Court grant its Fee Request of \$300,000.00. The Parties contractually agreed that the right to and reasonableness of attorneys' fees (among other things) "shall be governed solely by federal law...including federal law regarding federal equitable common fund class actions." Settlement Agreement ¶11.8. The Parties' contractual choice of law should be given effect. Under federal common law, this Fee Request represents a percentage that is less than what District Courts frequently approve in Oklahoma in oil and gas royalty cases under the percentage of the fund method. *See, e.g., Laredo Petroleum, Inc.*, No. CIV-12-1319, Dkt. No. 52 at ¶8 ("Class Counsel is hereby awarded attorneys' fees in the amount of forty percent (40%) of the Gross Settlement Fund, plus accrued interest."); *Chieftain Royalty Co. v. XTO Energy, Inc.*, No. 11-cv-29 (E.D. Okla.), Dkt. No. 231 (awarding fee representing 40% of Gross Settlement Fund); *Chieftain Royalty Co. v. QEP Energy*, No. CIV-11-212-R (W.D. Okla. 2013), Dkt. No. 182 (awarding fee representing approximately 39% of the cash portion of a \$155 million settlement). Alternatively, should the

Court determine that the express terms of the Settlement Agreement should be disregarded and that Oklahoma state law should control the right to and reasonableness of attorneys' fees, the Fee Request is still reasonable. Therefore, the Fee Request here is certainly fair and reasonable.

62. Indeed, Class Counsel's Fee Request is well within customary fee and the market rate for such oil and gas class actions in Oklahoma state courts over the past 15 years. *See, e.g., Chieftain Royalty Co. v. XTO Energy, Inc., supra; Fitzgerald Farms*, 2015 WL 5794008, at *3 (collecting Oklahoma cases to find in "the royalty underpayment class action context, the customary fee is a 40% contingency fee" and awarding 40% of \$119 million common fund settlement obtained in royalty underpayment class action as attorneys' fees to class counsel); *Cecil v. Ward Petroleum*, No. CJ-2010-462 (Okla. Dist. Ct. Grady Cty. 2014) (40% of \$10 million settlement fund); *Tatum v. Devon Energy Corp.*, CJ-2010-77 (Okla. Dist. Ct. Nowata Cty. 2013) (45% of \$3.8 million settlement fund); *Drummond v. Range Resources*, No. CJ-2010-510 (Okla. Dist. Ct. Grady Cty. 2013) (40% of \$87.5 million settlement fund); *Mitchusson v. EXCO*, No. CJ-2010-32 (Okla. Dist. Ct. Caddo Cty. 2012) (40% of \$23.5 million settlement fund); *Taylor v. ChevronTexaco*, No. CJ-2002-104 (Okla. Dist. Ct. Texas Cty. 2009) (40% of \$12 million settlement fund); *Brown, et al. v. Citation Oil & Gas Corp.*, No. CJ-04-217 (Okla. Dist. Ct. Caddo Cty. 2009) (40% of \$5.25 million settlement fund); *Simmons v. Anadarko Petroleum*, No. CJ-2004-57 (Okla. Dist. Ct. Caddo Cty. 2008) (40% of \$155 million settlement fund); *Laverty v. Newfield*, No. CJ-98-06012 (Okla. Dist. Ct. Tulsa Cty. 2007) (40% of \$17.25 million settlement fund); *Velma-Alma v. Texaco*, No. CJ-2002-304 (Okla. Dist. Ct. Stephens Cty. 2005) (40% of \$27 million settlement fund); *Lobo v. BP*, No. CJ-07-72 (Okla. Dist. Ct. Beaver Cty. 2005) (40% of \$150 million settlement fund); *Continental v. Conoco*, Nos. CJ-95-739 & CJ-2000-356 (Okla. Dist. Ct. Garfield Cty. 2005) (40% of \$23 million settlement fund); *Mayo v. Kaiser-Francis*, No. CJ-

93-348 (Okla. Dist. Ct. Grady Cty. 2004) (40% of \$5 million settlement fund); *Kouns v. ConocoPhillips*, No. CJ-98-61 (Okla. Dist. Ct. Dewey Cty. 2004) (42% of \$4.3 million settlement fund); *Robertson/Taylor v. Sanguine*, No. CJ-02-150 (Okla. Dist. Ct. Grady Cty. 2003) (40% of \$13.25 million settlement fund); *McIntosh v. Questar*, No. CJ-02-22 (Okla. Dist. Ct. Major Cty. 2002) (40% of \$1.5 million settlement fund); *Rudman v. Texaco*, No. CJ-97-1E (Okla. Dist. Ct. Stephens Cty. 2001) (40% of \$25 million settlement fund); *see also* NP Declaration at ¶¶4,15.

63. Because the Settlement Agreement requires that all decisions regarding the fairness of the settlement and any fee requests be governed by federal common law, and the law in the Tenth Circuit is clear that the preferred method for assessing the reasonableness of fees in a common fund class action is to use the percentage of the fund method with no lodestar or cross check analysis, the hours expended by Class Counsel, as well as the rates for such hours, are not germane in any way to the reasonableness determination. However, in the event the Court determines that it would like to assess the hours and rates expended by Class Counsel and Plaintiffs' Counsel, we are providing that information. While Class Counsel did not bill Plaintiff on an hourly basis, the hourly rates are also within the market rate for cases of analogous complexity in Oklahoma federal courts. *See, e.g., In re Sandridge Energy, Inc. S'holder Derivative Litig.*, No. CIV-13-102-W, 2015 U.S. Dist. LEXIS 180740 (W.D. Okla. Dec. 22, 2015) (approving partner rates that ranged from \$850 to \$1,150 per hour in a complex shareholder derivative action); *see also* NP Decl. at ¶¶16-31. Finally, because federal law governs the fee determination, as discussed above, under clear Tenth Circuit law, there is no need or basis whatsoever to look at, consider or conduct a lodestar cross check. *See Gottlieb v. Barry*, 43 F.3d 474 (10th Cir. 1994); *Brown v. Phillips Petroleum Co.*, 838 F.2d 451 (10th Cir. 1988); *Uselton v. Commercial Lovelace Motor Freight*, 9 F.3d 849 (10th Cir. 1993). And, as such, there is no need to consider the propriety

of hourly rates or any multiplier. *See Gottlieb*, 43 F.3d 474; *Brown*, 838 F.2d 451; *Useton*, 9 F.3d 849. However, in the event the Court wishes to conduct any type of lodestar analysis, the enhancement sought by Class Counsel, whether viewed as an “incentive fee” or a “lodestar multiplier” is well within the range of those frequently awarded by federal and Oklahoma state courts in oil and gas cases. In *Fitzgerald Farms*, for example, the Oklahoma District Court of Beaver County found that, in “a large common fund case such as this one, the lodestar multiplier in Oklahoma ranges from 5.25 to 8.7.” *Id.* at *8. Specifically, the *Fitzgerald* court found the awards in the following Oklahoma cases established the “parameters of Oklahoma case law” in this area:

- *Lobo v. BP* (Okla. Dist. Ct. Beaver Cty. 2005) (Ex. 1) (8.7 multiplier)
- *Brumley v. ConocoPhillips* (Okla. Dist. Ct. Texas Cty.) (Ex. 2) (3.85 multiplier);
- *Laverty v. Newfield* (Okla. Dist. Ct. Beaver Cty. 2007) (Ex. 3) (4.2 multiplier);
- *Bridenstine v. Kaiser Francis* (Okla. Dist. Ct. Texas Cty. 2004) (Ex. 4) (5.25 multiplier);
- *Simmons v. Anadarko Petroleum* (Okla. Dist. Ct. Caddo Cty. 2008) (Ex. 5) (4.2 multiplier);
- *Mitchusson v. EXCO Res.* (Okla. Dist. Ct. Caddo Cty. 2012) (Ex. 6) (6.3 multiplier)

See Fitzgerald Farms, 2015 WL 5794008, at *8 (awarding multiplier of 5 and finding the award to be “well-within the parameters of Oklahoma case law”).

64. Moreover, Class Counsel were hindered from pursuing other cases as a result of the time and effort this Litigation required. As discussed in each firm’s declaration, because the law firms comprising Class Counsel are relatively small, Class Counsel necessarily were hindered in working on other cases and pursuing otherwise available opportunities due to their dedication of time and effort to the prosecution of this Litigation against Continuum. *See* NP Decl. at ¶8; RW Decl. at ¶15. This case was filed more than two years ago in May 2017, and has required the devotion of time, manpower, and resources from Class Counsel over that period. Further, Class Counsel have spent a substantial amount of time and effort in negotiating and preparing the necessary paperwork related to the Settlement with Defendant. Moreover, time limitations have

been imposed on Class Counsel throughout the course of this Litigation. *See* NP Decl. at ¶8; RW Decl. at ¶15.

65. Class Counsel also took on substantial risk in pursuing this Litigation. To the best of our knowledge, no other firms or plaintiffs have asserted these claims against Continuum. Few law firms would be willing to risk investing the time, trouble and expenses necessary to prosecute this Litigation for multiple years. *See* NP Decl. at ¶¶5-7. Further, Continuum has proven itself to be a worthy adversary.

66. Absent Class Members Little Land Company and Saydee Resources, LLC, likewise support Class Counsel's Fee Request here. *See* Final Approval Memorandum, Exhibits 6-7. For example, Dan Little states: "I support all aspects of the Settlement" and "I support Class Counsel's request for attorneys' fees in the amount of \$300,000.00." Final Approval Memorandum, Exhibit 7 at ¶¶3-5. In total, two absent Class Members have submitted affidavits in support of, among other things, Class Counsel's Fee Request. *See* Final Approval Memorandum, Exhibits 6-7.

67. The contingent nature of the fee and the undesirability of the case support the fee request. In prosecuting this Litigation for over two years, Class Counsel have advanced approximately \$14,608.58 in expenses to date. *See* NP Decl. at ¶33 (\$14,173.91); RW Decl. at ¶16 (\$434.67). And, Class Counsel litigated this case on a wholly contingent basis, without deriving any revenue or obtaining reimbursement for any expenses. The prospect of long, expensive litigation was clear from the beginning, and the risk of no recovery and no reimbursement that comes with contingent fee representation only added to the case's undesirability, which would preclude most law firms from taking a case of this nature. If Class Representative had not been successful, Class Counsel would have received zero compensation (and no reimbursement of expenses).

68. The costs and expenses Class Counsel and Plaintiff's Counsel advanced on behalf of the Settlement Class were reasonable and necessary and were critical to the prosecution of this Litigation. *See* NP Decl. at ¶33; RW Decl. at ¶16.

69. In the Notice to Class Members, Class Counsel stated it would seek reimbursement of up to \$20,000.00 in Litigation Expenses. Class Counsel's actual out-of-pocket expenses to date for which they are seeking reimbursement are \$14,608.58. Of course, Class Counsel will only seek to recover such expenses that are actually incurred, and, in no event will Class Counsel's cumulative Litigation Expense Request exceed the \$20,000.00 stated in the Notice. The amount for which Class Counsel is seeking reimbursement is not only less than our actual expenses, but is also less than the amount set forth in the Notice. Class Counsel have sought reimbursement of its expenses in this manner in numerous cases and it has routinely been approved. Separate from these litigation expenses, Class Counsel expect approximately \$110,000.00 in expenses related to Administration, Notice and Distribution, which is accounted for in the Net Settlement Fund and which was included in the Notice to the Settlement Class.

Class Counsel Approve Class Representative's Request for a Case Contribution Award

70. NP and RW have a professional relationship with Class Representative, Ms. McClintock. Indeed, Class Counsel represent Ms. McClintock in another oil and gas class action in Oklahoma federal court. Ms. McClintock has been intimately involved in the other litigation, just as she was here, and has more than fulfilled all duties of a class representative. *See* McClintock Decl. at ¶19.

71. Ms. McClintock has been dedicated to this Litigation at all times. Again, this Litigation has been hard fought for more than two years. Ms. McClintock has expended extensive time and resources prosecuting this Litigation, from meeting with Class Counsel to providing and

reviewing documents. *See* McClintock Decl. at ¶19. In Class Counsel's opinion and experience, Ms. McClintock fully understands her duties as a named plaintiff and class representative and at all times has been, and continues to be, fully committed to this Litigation.

72. Ms. McClintock has pursued her claims vigorously in the face of strong and dedicated opposition. Ms. McClintock would not agree to settle this Litigation until she was sure the Settlement Class would achieve a result she believes to be not only fair and reasonable, but truly a meaningful recovery for the Settlement Class in the face of the very real risk of receiving nothing from Defendant. *See* McClintock Decl. at ¶14.

73. Moreover, Ms. McClintock did not merely approve the Petition and then have little or no involvement. Rather, Ms. McClintock has actively and effectively fulfilled her obligations as a representative of the Settlement Class, complying with all reasonable demands placed upon her during the prosecution and settlement of this Litigation. Indeed, Ms. McClintock has contributed significantly to the prosecution and resolution of this case and has already dedicated at least 30 hours toward assisting in the successful prosecution of this Litigation and anticipates dedicating at least 20 more hours working on this case in the future. *Id.* at ¶19. Ms. McClintock reviewed pleadings, discovery, motions, and other court filings, communicated regularly with Class Counsel and its staff, and was involved in the negotiations that led to the Settlement. *Id.* At all times, Ms. McClintock acted in the best interests of the Settlement Class.

74. Ms. McClintock has not been compensated for her efforts in representing the Settlement Class. The Notice stated Class Representative may seek a Case Contribution Award not to exceed \$2,500.00 of the Gross Settlement Fund as compensation for her time and effort in this Action. Ms. McClintock is not aware of any conflicts she has with other Class Members. *Id.* at ¶20. Ms. McClintock has not been promised any particular recovery and has made clear she

would support the Settlement regardless of any Case Contribution Award. *Id.* If the Court determines that no award is appropriate, Ms. McClintock understands and agrees that such an award, or rejection thereof, has no bearing on the fairness of the Settlement and that it will be approved and go forward no matter how the Court rules on her request. *Id.* There is no quid pro quo or any type of agreement whatsoever between Ms. McClintock and Class Counsel or Plaintiffs' Counsel that would support any request made by the other. However, it is the opinion of Class Counsel that Ms. McClintock should be awarded the full amount of \$2,500.00 from the Gross Settlement Fund. Such an amount is more than reasonable based on the time, effort, risk, and burden Ms. McClintock undertook, and the substantial recovery obtained for the Settlement Class.

75. In addition, numerous absent Class Members have submitted affidavits supporting Class Representative's request for a Case Contribution Award. *See* Final Approval Memorandum, Exhibits 6-7. For example, Dan Little on Behalf of Little Land Company, states, "I support the request for Class Representative, Paula Parks McClintock, to receive up to \$2,500.00 for her contribution to this case. If entities or individuals did not take on the responsibility of representing royalty owners, the benefits of a class recovery like this Settlement would not be possible for Oklahoma royalty owners." Final Approval Memorandum, Exhibit 7 at ¶6. Due to Class Representative's efforts on behalf of the Class, this Case Contribution Award is fair and reasonable.

We declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Dated: January 15, 2020

A handwritten signature in blue ink, reading "Brad Beckworth", written over a horizontal line.

Bradley E. Beckworth
Nix Patterson, LLP

A handwritten signature in blue ink, reading "Patrick M. Ryan", written over a horizontal line.

Patrick M. Ryan
Ryan Whaley

A handwritten signature in black ink, reading "Robert N. Barnes", written over a horizontal line.

Robert N. Barnes
Barnes & Lewis, LLP

EXHIBIT 3

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

PAULA PARKS MCCLINTOCK,

Plaintiff,

v.

**CONTINUUM PRODUCER
SERVICES, L.L.C.,**

Defendant.

Case No. 6:17-cv-00259-JAG

AFFIDAVIT OF BARBARA A. LEY, CPA, CITP, CFF

I, Barbara A. Ley, declare as follows:

1. I am the shareholder and President of Barbara A. Ley, A Professional Corporation, an Oklahoma City based accounting and consulting firm (the “Firm”). The Firm, founded in 1989, specializes in oil and gas related matters in addition to other areas of practice. 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 underpayment of royalty. The Firm is compensated for my time in this matter at an hourly rate of \$395. My *curriculum vitae* is attached hereto as Exhibit 1.

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

¹ All capitalized terms not otherwise defined in this Affidavit shall have the same meanings ascribed to them in the Settlement Agreement.

all non-excluded persons or entities who received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma more than two (2) months after the end of the month within which the production was sold and whose payments did not include the full amount of the interest owed thereon ("Class Members"). The persons or entities excluded from the Settlement Class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) publicly traded oil and gas companies and their affiliates; (3) persons or entities that Plaintiff's Counsel may be prohibited from representing under rule 1.7 of the Oklahoma Rules of Professional Conduct, including but not limited to Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives and any related trusts; and (4) officers of the court. Class Representative alleges that Defendant failed to pay statutory interest on Class Member payments made by Defendant outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.10 (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. Specifically, in his Petition, Class Representative alleges Defendant: (1) failed to pay statutory interest on payments made outside the time periods set forth in the PRSA; (2) did not pay statutory interest under the PRSA prior to receiving a demand or request for that interest from an owner; and (3) misrepresented and/or omitted the amount of statutory interest owed.

3. The allocation of the \$900,000.00 Gross Settlement Fund obtained in this case yields a gross recovery of approximately 65% of the Settlement Class' alleged statutory interest underpayment for the principal claim asserted by the Class for late payments made between May 2012 and February 2018.

4. Based upon the January 14, 2020 declaration of Jennifer M. Keogh, CEO of the Settlement Administrator, it appears over 87% of the Class Members have been sent Notice of the Settlement via first-class mail.

5. The information utilized to allocate the Net Settlement Fund and prepare Exhibit 2, the Estimated Net Settlement Amount to Class Members, was provided by Defendant and contained oil and gas production payment data for production months through December 31, 2017. My understanding is that Defendant sold its assets related to the payment of proceeds from the sale of oil or gas production in Oklahoma effective January 1, 2018, and does not have payment history data for production from that date forward. As noted in paragraph 7 below, the amounts on Exhibit 2 will 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.

6. After the Settlement was reached, I was able to prepare Exhibit 2 and allocate the estimated Net Settlement Fund based on the amount of statutory interest owed on each original underlying oil and gas production payment that allegedly occurred outside the time periods required by the PRSA. The calculations were made with due regard for the production date, the date the underlying payment was made, the amount of the underlying payment made, the time periods set forth in the PRSA and any additional statutory interest that has since accrued. In the calculations, I have accounted for the time delay of payment by applying statutory twelve percent (12%) interest compounded annually for each original late underlying oil and gas production payment (i.e., compound interest). Subject to court approval, the Settlement Agreement sets a de minimis threshold for distributions of \$10.00 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, no

distributions to Class Members who would otherwise receive a distribution of less than \$10.00 are included on Exhibit 2.

7. Utilizing the information and methodology described above, I was able to allocate a proportionate share of the estimated Net Settlement Fund to each Class Member who received an underlying oil and gas production payment outside the time periods required by the PRSA. Subject to Court approval, I plan to exclude the amounts of Attorneys' Fees, Litigation Expenses, Administration, Notice and Distribution Costs, and Case Contribution Award requested by Class Counsel and Class Representative. Specifically, the requested deductions from the \$900,000.00 Gross Settlement Fund total \$432,500.00, which falls into the following categories: (1) \$300,000.00 to Class Counsel as Attorneys' Fees; (2) \$20,000.00 to Class Counsel for reimbursement of Litigation Expenses; (3) \$110,000.00 for Administration, Notice and Distribution Costs;² and (4) \$2,500.00 to Class Representative as a Case Contribution Award. The Estimated Net Settlement Amount to Class Members is attached hereto as Exhibit 2 and lists the estimated amounts, based on the currently available information and with consideration of the de minimis threshold, to be distributed to such Class Members. Because Exhibit 2 will be publicly filed, and it is my understanding that it will also be made available on the litigation website, personal identifying information (such as names and addresses of Class Members) is not included.³ Instead, Class Members will be listed according to their unique Owner numbers or Vendor IDs and can determine their anticipated distribution from the Plan of Allocation by reviewing Exhibit 2 for their Owner numbers or Vendor IDs (found on their check stubs). Class Members listed on

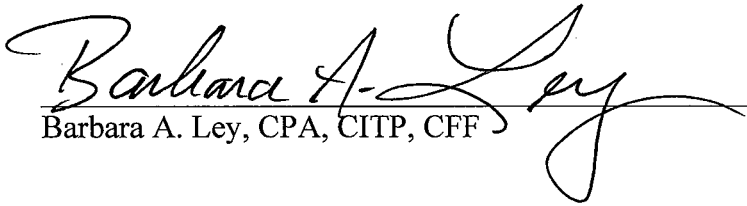
² The allocation will be adjusted if Class Counsel seek less than these amounts.

³ Estimated Net Settlement Amount to Class Members 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 Plan of Allocation will be adjusted accordingly.

Exhibit 2 are limited to those Class Members who, based on the Allocation Methodology, received a late oil and gas production payment and, therefore, would be entitled to statutory interest under the PRSA. Any Class Members who did not receive a late payment during the Class Period or have a Net Settlement Amount below the de minimis threshold will, accordingly, not receive an Estimated Net Settlement Amount. It will be a simple matter for me to run the allocations based on the final fees and expenses awarded by the Court, the amount of interest earned on the Escrow Account, and after all excluded parties and opt-outs are known.

8. Exhibit 2 was constructed using a straightforward and logical Allocation Methodology that is reasonable based on the PRSA's statutory interest requirements. For each payment that allegedly occurred outside of the time periods required by the PRSA, I calculated the amount of statutory interest that would have been owed at the time of the original underlying late payment. Payments that allegedly occurred outside of the time periods required by the PRSA were determined by comparing the date of payment to the end of the month within which such production was sold to determine if the payment occurred after the second succeeding month. I utilized the statutory interest rate of twelve percent compounded annually in order to calculate the amount of statutory interest owed. I then calculated additional interest that has since accrued through August 19, 2019, the date of the Settlement Agreement execution, on that original unpaid statutory interest for each allegedly late payment. No payments of statutory interest that a particular Class Member had actually received for production paid during the Class Period were required, as Defendant's data reflects no prior payments of statutory interest. I then allocated the estimated Net Settlement Fund to each Class Member proportionately based on this information. Pursuant to the de minimus 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 \$10.00. In my opinion, this Allocation Methodology is fair, adequate, and reasonable, and in the best interest of the Class.


Barbara A. Ley, CPA, CITP, CFF

Subscribed and sworn to before me this 15th day of January, 2020.




Notary Public

My Commission Expires: 05/21/2021

My Commission No.: 09004348

EXHIBIT 1

Exhibit 1

Barbara A. Ley, CPA, CITP, CFF

Office Address: 6305 Waterford Boulevard, Suite 450
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

President – 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
- Auditing procedures
 - financial audits
 - agreed upon procedures

Exhibit 1

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.

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.

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.

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)

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

- Nominating Committee 2015-2019

Exhibit 1

- 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

Exhibit 1

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

Exhibit 1

Barbara A. Lev, CPA, CITP, CFF

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

1. In the District Court of Washita County, State of Oklahoma
Bank of America vs. El Paso Natural Gas Company and Burlington Resources Oil and Gas Company
Case No. CJ-2004-45
2. In the United States District Court, Eastern District of Oklahoma
Chieftain Royalty Company v. XTO Energy, Inc.
Case No. CIV-11-29-FHS
3. In the United States District Court for the Western District of Oklahoma
Jennifer McKnight and Scott McKnight, on behalf of themselves
and all others similarly situated, vs. Linn Operating, Inc., a Delaware Corporation,
Linn Energy, LLC, a Delaware Limited Liability Company, Dominion Exploration
Midcontinent, Inc., an Oklahoma Corporation, and Dominion Oklahoma Texas
Exploration & Production, Inc., a Delaware Corporation,
Case No. 10-CV-00030-R
4. In the District Court for Oklahoma County, State of Oklahoma
Oklahoma Department of Securities *ex rel.* Irving L. Fraught, Administrator vs.
Seabrooke Investments, LLC etal.
Case No. CJ-2014-4515
5. In the United States District Court, Eastern District of Oklahoma
Bigie Lee Rhea vs. Apache Corporation,
Case No. 6:14-cv-00433-FHS
6. In the District Court of Payne County, State of Oklahoma
Pawnee Public Works Authority, a municipal public trust, vs.
Lone Chimney Water Association, an Oklahoma Inter-Local Cooperative,
Case No. CJ-2015-455 & CJ-2015-460 (consolidated)
7. In the United States District Court for the Eastern District of Oklahoma
Dorsey J. Reirdon, v. XTO Energy Inc.,
Case No. 6:16-cv-00087-KEW
8. In the District Court of Ellis County, State of Oklahoma
Sutter Ranch Corporation, an Oklahoma corporation, and Sutter Ranch Mineral
Trust, vs Cabot Oil & Gas Corporation, a Texas corporation; Unit Petroleum
Company, an Oklahoma corporation; Apache Corporation, a Delaware corporation;
Chesapeake Operating, Inc., now Chesapeake Operating, LLC, an Oklahoma

Exhibit 1

limited liability company, and Lime Rock Resources Operating, Inc., a Delaware corporation; Lime Rock Resources II-A, LP, a Delaware corporation,
Case No. CJ-2015-7

9. In the United States District Court for the Eastern District of Oklahoma
Cockerell Oil Properties, Ltd., v. Unit Petroleum Company.,
Case No. 6:16-cv-00135-KEW
10. In the United States District Court for the Eastern District of Oklahoma
Perry Cline, on behalf of himself and all others similarly situated, v. Sunoco, Inc.
(R&M) and Sunoco Partners Marketing & Terminals, L.P.,
Case No. 17-cv-00313-JHP
11. In the District Court of LeFlore County, State of Oklahoma
Chieftain Royalty Company, v. Unit Petroleum Company,
Case No. CJ-2016-230

EXHIBIT 2

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
25BCInc			\$12.78
A&SOpln			\$30.37
A&TReLLC			\$28.71
AbalVi			\$180.58
AbdiWiL			\$61.31
AbelKaV			\$17.97
AbotHeRo			\$12.20
AcciLL			\$452.33
AcevCo&Ma			\$10.95
AcosGiCITr			\$40.02
AdaiRoWa			\$10.95
AdamBa&Do			\$13.54
AdamInCo			\$37.13
AdamJa			\$11.16
AdamJaGa			\$24.89
AdamLaLgTr			\$22.18
AdamMaL			\$18.05
AddiMi			\$16.53
AdgeMarH	186000		\$90.88
AdJa&HPeJT			\$22.51
AdkiAmF			\$51.88
ADOInvLLC			\$13.21
AetnCa&Su			\$15.70
AgatPe			\$110.34
AgeeEnLLC			\$89.50
AgenJo&Jo			\$12.61
AgenJuD			\$13.88
AguiMaE			\$53.66
AhmaJiNa			\$61.76
AhreLa			\$118.15
AimcPrLP			\$42.78
AkkiCoLLC			\$179.02
AlbeMaK			\$17.11
AlbeWiR			\$37.34
AlexBi	109970		\$28.56
AlexDa			\$38.45
AlexJeSt			\$16.14
AlexPeReTr			\$11.65
ALIILP			\$11.43
AllaCo			\$10.89
AlleBoMaBa			\$74.69

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
AlleCa			\$12.63
AlleDoSh			\$12.72
AlleGeTr			\$18.13
AlleJaM			\$48.40
AlleJeP			\$14.78
AllenGeM			\$20.06
AllePaEs			\$466.78
AlleRiD&Mo			\$35.38
AlleThM			\$74.31
AlleViL			\$14.17
AlleWiN			\$126.40
ALLEx			\$246.62
AlliFaTr			\$22.12
AlliSaETr			\$107.30
AlliTrPLC			\$25.27
AllsEf			\$11.89
AlmaLLC			\$12.81
AltmW&DJT			\$22.73
AlvanReLLC			\$358.15
AmerInBa			\$17.43
Amerlq			\$51.08
AmFT&TrCo			\$43.50
AmreChT			\$74.64
AmreGrA			\$37.97
AmreHeJr			\$10.97
Amro	102730		\$49.54
AnadMin	102840		\$5,746.06
AnchStCo			\$76.65
AndeAnM			\$10.95
AndeAsSh			\$13.74
AndeCID			\$27.06
AndeEaWJ			\$79.75
AndeGaA			\$17.58
AndeGeB			\$18.70
AndeLa&Ly			\$12.82
AndeMaB			\$79.75
AndeRyD			\$11.23
AndeWiE			\$18.00
AndeWPJr			\$114.90
AndrGeD			\$122.23
AnglPrIrTr			\$11.69

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
AnglProp			\$384.63
AnsoRoCo			\$124.81
ApplMaJo			\$44.81
ArA&JGAdJT			\$10.79
ArapLaCoLL			\$32.93
ArbuEnLLC			\$23.31
ArcaPuWoAu			\$23.04
ARCCo4LLC			\$174.84
ArchSuB			\$35.14
ArkeLt	104720		\$101.06
ArmsLa			\$104.93
ArmsNoD			\$40.35
ArmsTh&Jud			\$43.97
ArnaHeO			\$14.75
ArndLaYv			\$11.30
ArndRGRu			\$46.93
ArnoBl	110690		\$17.53
ArnoBIWIOG			\$22.38
ArnoClCTr			\$20.55
ArnoCINORI			\$27.14
ArnoHeM			\$69.10
ArnoOiPr			\$306.89
ArnoOiPrLL			\$62.95
ArnoVeM			\$132.29
ArpoJuN			\$27.59
ArriMaM			\$60.81
ArviPiSu			\$71.26
Arwiln			\$71.31
AshbCyA			\$19.70
AshcAnDa			\$13.03
AshlTr			\$69.49
AshmMAn			\$67.83
AshwHe&IM			\$29.98
ASPCPrGr			\$12.50
AstaJo&HL			\$25.92
AtchReIn	105480		\$21.06
AtkiPrIn	195790		\$216.88
AtkiTWHe			\$144.11
AtkiWPCo	236100		\$2,957.18
AtkiWPTr	236120		\$902.62
AucoBaJReT			\$29.03

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
AusmAv			\$56.33
AustChD			\$21.84
AutrJuMaKo			\$33.25
AvenGaOi			\$1,107.09
AverFamTr			\$24.10
AverIn			\$11.43
AWMEnCo			\$17.95
Axiolnc			\$64.18
AyerMaR			\$24.48
AyreBaJ			\$16.83
AzurEnLt	106000		\$26.40
B&Ainv			\$21.19
BackHaL			\$32.56
BacoRoLLC			\$19.09
BacoWiS&Pa			\$21.79
BailDiL			\$15.31
BailML			\$16.02
BailRhJa			\$104.49
BakeCoP	122080		\$159.74
BakeDaW	127220		\$159.70
BakeDeL			\$102.48
BakeEl			\$15.52
BakeEM			\$23.74
BakeGeL			\$34.78
BakeGeMaCr			\$77.91
BakeGrA			\$52.96
BakeJaR&Bi			\$23.06
BakeJiRa			\$11.41
BakeKaT			\$66.25
BakeKe	171960		\$159.70
BakeLeE			\$11.18
BakeMaH			\$28.30
BakePelIn			\$16.82
BakeReIn			\$18.71
BakeRoS			\$11.62
BakeSaCh			\$30.34
BaldShT			\$12.40
BaldSyA			\$99.42
BallCuE			\$35.57
BallMa			\$214.52
BallNy			\$10.81

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
BAMRoLLC			\$10.79
BankGa	143910		\$48.00
BankVeW			\$39.70
BaptFoOK			\$2,092.05
BarbDoW	131370		\$18.72
BarbExIn			\$26.94
BarbMiK			\$45.67
BarbPaMRTr			\$56.89
BarbRu&BeJ			\$74.01
BarbSa&OpR			\$104.18
BarhTr			\$31.35
BarkSt&Na			\$10.95
BarlJaH			\$44.15
BarnBe			\$19.32
BarnDoReTr			\$10.96
BarnFrC			\$44.92
BarnJA			\$413.78
BarnLij			\$16.80
BarnTh&Al			\$12.24
BarnWa&MeJ	231980		\$18.48
BarnWaW			\$430.26
BarRaS			\$15.66
BarrJoEr			\$22.92
BarrLaCi			\$18.30
BarrWaBe			\$13.35
BartMaA			\$16.08
BartMaK			\$17.75
BartStPaL			\$15.50
BasdVi			\$196.19
BasiL&MCol			\$53.32
BassSaJ			\$21.10
BassTrTh			\$73.27
BassWiO			\$31.53
BateCrLII			\$19.58
BateNoEEs			\$382.26
BatsDeA			\$41.44
BattDiM			\$21.02
BaugMaV			\$11.39
BayFamLLC			\$1,582.52
BayFaReTr			\$229.78
BaylChW			\$86.41

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	Estimated Net Settlement to Class Members
BaylClG			\$10.86
BaylGIB			\$22.81
BaylGIEIJT			\$53.23
BaytPeInc			\$117.55
BbtEn			\$16.87
BCARRLLC			\$11.55
BeanCeEr			\$11.72
BearEIBTr			\$31.40
BearHaFeTr			\$15.21
BearJoMReT			\$14.95
BearPr			\$318.84
BearRu			\$119.06
BearRuln			\$105.35
BeasRoLLC			\$14.53
BeatDi			\$425.54
BeavJWJr			\$12.70
BeavNa			\$11.60
BeceMaOs			\$17.73
BeckJeW			\$310.74
BeckJW			\$75.17
BeckLeVEst			\$21.98
BeckReIn			\$11.43
BeerMilr			\$32.52
BeinDTr			\$31.04
BeliRiW			\$12.78
BellJiCl			\$19.70
BellJoLiTr			\$23.87
BellRa			\$18.14
BellTeY			\$49.78
BeloEr			\$29.27
BemeJaM			\$44.10
BenhGID			\$44.89
BennLy&Pe			\$24.82
BennLyPeTr			\$24.82
BennRe			\$52.21
BennRoL			\$20.21
BennWG			\$43.36
BensShL			\$15.34
BergFl			\$17.27
BergNaLe			\$67.42
BergSoS			\$18.90

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
BerrCoS			\$25.94
BerrDe			\$11.26
BerrGeC			\$18.07
BerrMiHTr			\$26.06
BerrMiTr			\$373.18
BestRoLJr			\$23.88
BetaOiCo			\$54.50
BeveFrL			\$14.51
BierWiJr			\$30.05
BiggFl&Ca			\$13.07
BillMaA			\$12.95
BillRo&Sco			\$32.56
BinnHM			\$13.48
BiscHiLLC			\$215.44
BishMeA			\$45.75
BlacCrC			\$46.52
BlacDiRoCo			\$42.04
BlacHaR			\$156.45
BlacMaM			\$632.79
BlacSh			\$70.02
BlacWiR			\$210.92
BlagEdE			\$23.85
BlaiMiLtd			\$15.58
BlaiOiCo			\$43.62
BlaiTi			\$12.58
BlaiWWIn			\$448.21
BlakRoL			\$75.25
BlanBiB			\$17.37
BlanJeEl			\$17.45
BlBeBoScTr			\$19.87
BleaJeJ			\$13.68
BlevAd			\$22.04
BlevBaV			\$13.26
BlevBiLgTr			\$28.68
BlevEmL			\$24.91
BlevGrA			\$24.91
BlocPeLLC			\$13.62
BlooLaD	175160		\$81.30
BlooReIn	110800		\$81.30
BlueOiCo			\$705.22
BlumGDLgTr			\$37.46

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
BlumGI&DeJ			\$11.28
BMVInLLC			\$234.23
BoarReUnOK			\$11.12
BodiOiGaLP			\$33.04
BoffOt			\$343.53
BoldLe			\$33.68
BoleBoJo			\$25.30
BoliVi			\$10.78
BombViJ			\$69.47
BomhVeL			\$14.24
BonaRo&Su			\$1,147.34
BondDi			\$14.02
BondRoS			\$12.82
BonhRiFaGJ			\$14.63
BonnGw			\$12.22
BonnTJ			\$28.18
BonrIn			\$66.18
BoonLiS			\$25.03
BoonRoJ			\$30.68
BoP&AFaJT			\$43.31
BoreFrJ			\$17.60
BoreGeE			\$14.28
BormBr&An			\$10.95
BorrDaKrJT			\$11.36
BortDoeH			\$32.52
BortShA			\$15.23
BostWiREst			\$24.85
BoteMaA			\$30.92
BottBaA	106490		\$21.13
BowdWaCaMi			\$24.91
BoweEv			\$85.66
BoweEvJTr			\$25.03
BoweMo			\$15.58
BoweReTr			\$115.09
BowiRoJ			\$56.42
BoxKeD			\$11.05
BoydWiSIn			\$230.45
Boylla			\$116.60
BradJua			\$44.51
BradIr			\$46.56
BradMaA			\$95.33

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
BragFrDi			\$12.72
BrakViM			\$16.18
BralMaWrKa			\$23.12
BralThR			\$31.36
BranJuM			\$129.94
BranPa&Pa			\$21.19
BranPe			\$21.36
BravArkLLC	112040		\$19.27
BrayBuVeTr			\$32.83
BrayVeR			\$28.43
BreeSu&Ro			\$182.18
BretExLLC			\$14.24
BrewAnR			\$37.03
BreyEt			\$26.07
BricJE			\$214.76
BricWiDi			\$32.57
BridEx			\$13.77
BridJoA			\$26.73
BrigRoJu			\$14.86
BrigRoPaLL			\$19.32
BrinHaBy			\$33.05
BrinPh			\$1,125.09
BrisRa			\$21.57
BrisReCo			\$34.53
BroaBr			\$17.65
BrockOCo			\$12.04
BrocMa			\$13.16
BrodGrJ			\$22.77
BrooBeT			\$20.31
BrooEIF			\$20.31
BrooJoC			\$29.60
BrooScBr			\$24.02
BrosHe			\$35.67
BrowAlE			\$28.08
BrowAnCW			\$24.67
BrowBo			\$14.28
BrowCoBiRT			\$12.52
BrowCy			\$305.91
BrowDaR	127380		\$16.26
BrowDoK	131730		\$133.84
BrowEuR			\$214.73

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
BrowFrLi			\$22.12
BrowFrW			\$14.28
BrowGe			\$34.62
BrowGe&Ja			\$11.86
BrowHo			\$14.09
BrowJaSh			\$44.83
BrowJo			\$28.61
BrowJuT			\$13.33
BrowKeJe			\$16.23
BrowKeW			\$30.08
BrowLeM			\$21.63
BrowMaE	185190		\$11.20
BrowMiBr			\$19.01
BrowOiGaCo	112780		\$97.90
BrowPaV			\$22.62
BrowRa&LiJ			\$182.31
BrowRaTh			\$68.26
BrowRi&Wi			\$24.82
BrowRo&Ja			\$11.49
BrowRoC			\$14.67
BrowVeLeJ			\$16.14
BrowWVMMTr			\$53.43
BrueRoJ			\$56.00
BrunMe			\$11.70
BryaJC			\$12.04
BryaRoDo			\$28.87
BryaWM			\$16.10
BSNRRaLP			\$25.53
BuchCIE			\$159.78
BuckAl			\$156.93
BuckDu			\$21.63
BuckGLyTr			\$299.14
BuckRi			\$86.42
BudrRoCJr			\$12.55
BuffJaL			\$16.40
BuffJaS			\$13.09
BulcJa			\$17.40
BulcJeJo			\$18.65
BullCaRo			\$13.37
BullLa			\$20.99
BundMaAn			\$49.39

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
BurdLa			\$17.73
BurdPe			\$13.98
BurgNoL			\$675.63
BurkCaF			\$26.00
BurkNo			\$40.34
BurlKaSM			\$38.89
BurlNoRa			\$124.78
BurnBe			\$19.29
BurnCuO			\$27.97
BurnErT			\$44.63
BurnMaE			\$23.51
BurnOiCo			\$19.24
BurrBiBa			\$18.18
BurtWiEJr			\$62.89
BurwDeDSr			\$19.39
BushBIW			\$202.44
BushDoJr			\$202.44
ButeJo			\$18.97
ButkOiCoLL			\$13.10
ButlLe&Ka			\$15.88
ButlRoSh			\$31.46
ButtDaRw			\$15.60
ButtEnIn	113430		\$16.64
ButtNoRRTr			\$21.10
BuzzGrTr	148370		\$16.28
ByerJH			\$20.27
ByerRaLL			\$18.57
BynuJoP			\$92.27
ByrdJeL			\$41.37
ByrdJoHJr			\$145.48
CaamStKa			\$16.46
CainMaRTr			\$25.65
CaldBrIn			\$56.45
CaldFaTr			\$16.97
CalulnIn			\$59.49
CampBiL			\$1,079.99
CampChD			\$24.37
CampChR	118500		\$13.41
CampHM			\$11.58
CampHu&Ph			\$12.93
CampLaTr			\$37.30

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	Estimated Net Settlement to Class Members
CampRiW			\$600.42
CampRo&La			\$11.22
CampShCTr			\$524.98
CanaReLLC			\$419.03
CanaReXLLC			\$202.12
CantBiGMe			\$32.70
CantRW			\$171.58
CanyExC			\$31.51
CapsEnA			\$25.33
CapuThN			\$12.65
CardRiEILP			\$268.33
CareFaMiTr			\$82.88
CarlAnR			\$15.34
CarlErBEs			\$23.66
CarlPeCoTr			\$22.85
CarlTh			\$78.83
CarrMyJTr			\$22.27
CarsAnB			\$66.76
CartJiJuT			\$14.64
CartMa			\$27.68
CartRoCJr			\$17.76
CascOiCo			\$11.73
CaseHe			\$17.10
CasmLLC			\$59.76
CassChATr			\$161.39
CassFaTr			\$17.67
CastEnInc			\$25.22
CastRiELLC			\$35.35
CastRiLe			\$29.79
CatoDeC			\$325.28
Caudlv			\$17.70
CavaExCo			\$19.31
CaveBG			\$12.87
CazaEnLLC			\$107.25
CBarKEnte			\$21.81
CDExLLC			\$621.43
CDExpInc			\$18.28
CDOperCo			\$135.93
CeciCa			\$29.36
CeleEnLP			\$316.75
CentOkHaHu			\$15.70

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
CentOpCo	117070		\$1,857.67
ChacEnCo			\$177.60
ChamJoS			\$132.54
ChamLi			\$17.09
ChamWaM			\$85.88
ChanEdM			\$85.40
ChanJoL			\$21.85
ChanSaK			\$21.85
ChaOFAOGrC			\$38.96
ChapDo			\$16.06
CharOaPrCo			\$31.82
ChasPrIn			\$130.80
ChasRoCaJT			\$26.80
CheaKaL			\$20.96
CheeG&MJT			\$14.66
CheeJuEa			\$14.04
CherMi			\$106.21
ChesMi&So			\$21.37
ChilJoW			\$67.72
ChilJuKa			\$11.39
ChilLi			\$17.73
ChiTrQu			\$24.41
CHKCIToLLC			\$619.34
ChoaKaM			\$11.03
ChocEnLiPa			\$14.69
ChoGacO			\$20.48
ChriCaB			\$256.52
ChriSa			\$80.47
ChytPa			\$45.55
CimaEnIn			\$259.23
CimaPrCoIn			\$2,745.94
ClaiHL			\$42.70
ClanJoALT			\$53.56
ClarBu			\$11.61
ClarCaS			\$131.62
ClarCoTo			\$27.65
ClarDoA			\$155.88
ClarEdInc			\$324.79
ClarHeGr			\$12.80
ClarIdB			\$19.15
ClarIII	223320		\$73.95

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
ClarJuNC			\$347.23
ClarLBVa			\$59.97
ClarLiD			\$17.37
ClarLoL			\$22.63
CLCPrInLLC			\$19.67
CleaCh&ThJ			\$133.27
ClemExCo			\$578.50
ClemJoJ			\$22.04
ClemOiLL			\$220.21
ClemReLLC			\$45.70
ClemWiATr			\$31.66
ClerIn			\$33.26
ClevToRoPa			\$151.89
ClifEL			\$36.41
ClifJiJ			\$11.54
ClifLo			\$35.16
ClinRoP			\$13.45
ClodPhE			\$113.03
ClydEnFAO1			\$27.06
ClydEnLL	121610		\$94.52
ClydEnOrv			\$4,193.14
CMGOiPrLLC	121640		\$22.36
CoacWiM			\$47.49
CoalCoGaLL			\$145.21
CoatAnLRvT			\$21.59
CobbDaBeTr			\$63.71
CobrPeCo			\$51.93
CochCGAReT			\$77.67
CochCoGa			\$83.18
CoCommOKCo	122810		\$28.96
CoeChAJr			\$182.15
CoffLoA			\$61.14
ColbCoL			\$32.89
ColeMaL			\$24.93
ColeSm			\$14.24
ColILoS			\$38.87
ColLOiGa			\$1,137.24
ColIRoVTr			\$46.37
ColIVe			\$16.69
ColtEgJr			\$16.89
ColtReCo			\$182.60

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
CommAcAg			\$25.94
CompR<r			\$69.01
ComsPaGr			\$16.53
ConcOi&Ga			\$36.05
ConcPeCo			\$98.32
ConcReCo			\$215.45
CondDoREst			\$47.72
ConIEIW			\$44.92
ConISaE			\$44.92
ConnFrS			\$11.90
ConnHa&Ma			\$39.69
ConnLeLJr			\$164.92
ConrBarb			\$15.43
ConrLy			\$113.11
ConrMi			\$11.31
ConsAmReLL			\$196.07
ConsPrLLC			\$32.55
ConvStPrCo			\$64.62
CookHN			\$14.42
CookKeEv			\$84.65
CookLy			\$11.31
CookMaE			\$35.02
CookRiJo			\$11.18
CookVRevTr			\$55.69
CookWiRo			\$16.70
CoopBi&NoJ			\$22.37
CoopCh			\$18.89
CoopMaK			\$13.17
CoopRaA			\$37.72
CopePhA			\$15.77
CoppCh			\$28.33
CoppPaVi			\$25.07
CornViH			\$85.36
CorrChJEst			\$158.50
Cors201LLC			\$35.56
CoryKeWLtd	172820		\$250.17
CottBrKa			\$23.49
CottJuDa			\$25.15
CottPrkLP1	122760		\$25.22
CougFrHEs			\$27.55
CoulJT			\$11.34

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
CounCIExAd			\$435.08
CoxAl			\$449.45
CoxEdL			\$112.67
CoxHaNo			\$60.57
CoxRoJo			\$45.26
CoyEmB			\$31.76
CoyFaJr			\$37.18
CradFrEEs			\$25.39
CraiAIP			\$65.53
CraiFrHTr			\$13.17
CraiJaD	156220		\$34.15
CramMoITr			\$40.81
CranGrF			\$94.79
CranWiJ			\$17.96
CravEm			\$89.56
CrawMiMe			\$19.01
CrawPeCo			\$862.34
CRBReIn			\$868.88
CritErA			\$29.46
CrocPeCo	123140		\$15.14
CrokDuCViW			\$39.18
CrosLiEB			\$13.92
CrouCa			\$143.38
CrouGeE			\$12.96
CrowCa			\$12.10
CrowCrEnII			\$1,029.22
CrowCrEnLL			\$526.20
CrowDoE			\$12.20
CrowEnDr01			\$92.91
CrowKaAM			\$38.89
CrusEnCo			\$441.49
CrusEnGrIn			\$11,353.66
CrusEnIILL			\$1,233.65
CrusFAOBen			\$324.75
CrusHoLLC			\$506.70
CrutRL			\$66.38
CruzArKaJT			\$28.30
CruzEaT			\$35.85
CruzJTRvTr			\$16.47
CrysPrIn			\$15.57
CrysRiOi&G			\$3,097.59

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
CuGaOi&Gal			\$14.81
CummBe			\$48.40
CummRoE			\$26.86
CundCID			\$82.87
CundGIL			\$82.87
CurdJoDEs			\$12.27
CureStAn			\$100.07
CurtAvC	105930		\$22.91
CVLPrLLC			\$33.11
CWN94RvTr	123590		\$66.21
CzerGi			\$15.30
D&MDrLL			\$429.25
D&MDrLP			\$57.43
D&MPr			\$21.30
D&MReIn			\$1,035.25
DaesEnRes			\$16.00
DaffKrK			\$66.70
DaggBi			\$11.43
DaggSuOK			\$23.09
DailBoJ			\$20.35
DalIOl&Ri			\$12.46
DalLoOiCo			\$5,380.61
DalmGe			\$12.60
DalmKeW			\$12.43
DangDu&Ng			\$15.37
DangMi			\$26.03
DaniDo			\$36.06
DaniJaCh			\$20.24
DaniJoW			\$19.01
DantDaLgTr			\$1,953.87
DaubCaV			\$42.78
DaubCo			\$62.75
DaubDaW			\$23.43
DaubPaLtd			\$18.11
DaubSaL			\$23.43
DautCrW			\$19.82
DaveEH			\$182.46
DaveGeR			\$19.06
DaveOr			\$239.90
DaviAr			\$16.00
DaviBaS			\$12.20

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
DaviBeRE	109020		\$105.22
DaviBrLL			\$115.32
DaviCa&Jo			\$10.95
DaviCrD			\$13.39
DaviDaK			\$24.28
DaviDoNe			\$33.02
DaviFaByCT			\$37.95
DaviFaTru	127200		\$111.43
DaviGaOiCo			\$25.63
DaviGeARTr			\$11.79
DaviIvJW			\$12.54
DaviJaBe			\$64.65
DaviMiJ			\$16.35
DaviOiCo			\$183.35
DaviRo			\$335.59
DaviRoE			\$40.57
DaviRoH			\$11.12
DaviShA			\$42.12
DaviTiY			\$12.96
DawRoLLC	127240		\$96.66
DawslmIVTr			\$24.22
DawsShA			\$63.04
DayoRiB			\$41.61
DaySuE			\$22.31
DC3Co			\$27.97
DeanAnMurM			\$13.68
DeanHaJ			\$11.29
DeanSaT			\$11.29
DeatEvM			\$13.34
deBIPa			\$12.24
DeboJuArZe			\$10.95
DedoLo			\$29.06
DeenCaL			\$16.98
DeepB0dDP			\$27.06
DeepRoLLC			\$66.94
DeffMaA			\$25.03
DeGaGrT			\$69.11
DehaMiL			\$13.13
DekeGeESa			\$58.43
DeMiMiF			\$111.85
DeMiMiRoJT			\$119.63

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
DentJJRLJT			\$16.15
DepeDoL			\$26.11
DePrGaD			\$63.08
DePrJRC			\$63.08
DeprMaLReT			\$15.77
DeprSaCReT			\$15.77
DeprStJ	219420		\$110.39
DerrReIn			\$104.99
DeslAl&CL			\$14.53
DessFaTr			\$29.32
DeveBe			\$12.88
DeviMaCTr			\$52.69
DiamHaHIn	150150		\$15.08
DiamLa			\$48.69
DianOiCo			\$10.96
DickJoCIll			\$20.75
DickMa			\$18.10
DickRu			\$18.27
DidoEuF	139050		\$507.21
DiebDoA			\$28.75
DiehKaE			\$65.57
DignTeA			\$29.53
DinsMaDa			\$178.65
DitmGIJK	147470		\$119.07
DiveEnIn			\$26.84
DixoAnJa			\$16.15
DJOiCo	123960		\$30.85
DMHEncCo			\$60.13
DoanAnJu			\$65.36
DoddBr			\$55.12
DoddJuM			\$75.38
DoddNaC			\$13.70
DolaCl			\$43.64
DolaLo			\$43.64
DolaWi			\$43.64
DomeOpIn			\$24.30
DomiPrLLC	130130		\$287.79
DonaCoS			\$16.22
DoorChF	118050		\$12.01
DormAl			\$29.50
DorsJaR			\$40.06

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
DotsJaC			\$10.85
DotsViR			\$13.90
DougMa85Tr			\$86.00
DougSteA			\$21.30
DowdJoLaTr			\$11.34
DownDeO			\$12.72
DragEnIn			\$161.71
DrakJo			\$18.69
DrapCaLo			\$498.89
DRBTrust			\$11.84
DresEnIn			\$30.79
DrisChHoDF			\$163.41
DrouTh			\$17.77
DuboRa			\$40.51
DuboRaTr			\$16.06
DudlErF			\$17.34
DukeGeB			\$133.62
DukePeGw			\$11.44
DumoRo&Fr			\$11.71
DuncOiPr			\$85.86
DungEdTe			\$12.96
Dunl&Co			\$144.55
DunnCIO			\$193.32
DunnToMMo	226720		\$14.76
DuraExLLC			\$36.41
DustEl			\$83.77
DutcTeAnFi			\$32.13
DWPProd			\$24.47
DwyWiTr			\$27.96
DykeJa			\$11.79
EaglOi&GaC	134210		\$27.97
EakiJBLTr			\$24.34
EakiJoB			\$23.76
EakIGHEst			\$54.04
EaklJaBu			\$30.72
EaklMe	189540		\$1,386.03
EaklSc			\$18.81
EarlEnCo	134380		\$52.31
EarlWil&So			\$170.28
EasoAdSTr			\$27.37
EasoTr			\$10.80

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
EastExCo			\$11.96
EatoGa			\$11.54
EdelMa			\$48.40
EdenDaLo			\$25.01
EdgeWaEs			\$24.43
EdinEnIn			\$40.72
EdmiRE			\$74.47
EdriOiCo			\$15.37
EdseReLLC			\$19.86
EdwaDKi			\$1,513.62
EECInc			\$173.24
EGHPrLL			\$173.34
EgoLLC			\$43.84
EhrIDeL			\$27.59
EhrITo			\$303.30
EidIMaL			\$16.67
ElicREJr			\$21.37
ElicWiA			\$13.29
EllaJe			\$42.81
ElliJe&Ro			\$11.75
ElliRi&De			\$17.44
ElliRu			\$22.50
ElliViL			\$45.69
ElmoPaJo			\$40.12
ElRenoCity			\$16.66
ElsbLy	181930		\$159.74
ElyS			\$12.43
EmmaCrL			\$50.35
EmmoDoAr			\$22.51
EmmoElAd			\$13.77
EmmoGIWi76			\$12.16
EmriJaSa			\$35.75
EMTLLC			\$12.49
EnciAnAcLL			\$21.37
EndiIn	137550		\$13.85
EnerIn			\$53.75
EnerPaLP			\$406.28
EnglDoWmD			\$17.98
EnglStGrJT			\$22.91
ENKICoLLC			\$139.26
EnnsDiDo			\$15.40

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
EnnsRoE			\$16.06
EnnsVe			\$17.00
EnsiOpCo			\$72.62
EnteReCorp			\$26.98
EquiRoCo			\$16.56
EremFaLLC			\$36.25
ErviWiD			\$216.12
EsfaFa			\$24.82
EshlLa&CaL			\$26.09
EspeReCo	138430		\$50.83
EstTigShiA			\$28.66
EstTullMiJ	138650		\$172.82
EtaFlRoTr			\$49.52
EubaRaH			\$13.53
EvanDeW			\$35.84
EvanEIC			\$63.36
EvanEM			\$45.75
EvanFaTr			\$2,602.14
EvanGeL			\$18.02
EverEnPLLC	139660		\$102.70
EverLiCSm			\$42.64
EverOpCo			\$12.23
EvetLeStGa			\$25.29
ExceExCo			\$50.27
ExplAs			\$507.68
ExplAsIILL			\$126.25
ExplDeCoIn			\$11.43
EzelMaH			\$14.37
FactNeLSuL			\$113.96
FageEE			\$43.65
FalcPaO			\$21.63
FallMoInc			\$14.78
FamiTrCo			\$211.14
FarlALLaJT			\$24.80
FarlLo			\$27.80
FarmRoPo			\$15.04
FarmUnCoRC	140040		\$299.75
FarrBiJo			\$58.59
FarrJaLe			\$29.43
FarrLa			\$144.14
FarrLe			\$133.64

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
FarrLu			\$25.92
FarrPa			\$10.80
FaulEnJoVe			\$126.80
FausThJ			\$102.87
FBCCo			\$33.46
FeamJoM			\$14.22
FeatJoVM			\$42.71
FeesCh			\$16.09
FehlJuJ			\$34.75
FeliElE			\$16.61
FergBi			\$17.78
FergDoMa			\$20.69
FergES			\$412.91
FerrLiLo			\$20.30
FessHaE			\$84.36
FewDeE			\$13.48
FideTr&EsC			\$33.38
FiedThJ			\$14.70
FielKeGe			\$17.57
FielMaP			\$53.60
FiliJoJe			\$25.94
FinkCiG			\$103.66
FinlJaSu			\$165.36
FinlMaJ			\$11.93
FinlReIn			\$29.35
FishAnDe			\$78.95
FishBaJ			\$31.41
FishBaLiPa			\$15.79
FishSaK			\$19.67
FiskElWa			\$68.75
FitzCuCh			\$11.59
FitzFrECI			\$15.87
FitzJo			\$26.55
FJJDLP			\$21.02
FlanPaAn			\$10.85
FlesAgIn	140720		\$312.79
FletJoLiEs			\$40.41
FletRaEd			\$11.71
FlipRyH&Vi			\$14.22
FlowDau			\$3,020.02
FlowMeFaTr			\$40.03

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
FlowPrCo			\$89.06
FloyHeRTr			\$11.75
FloyOiCo			\$270.91
FloyWiA			\$22.45
FolkDaIn			\$244.40
FolkDaP			\$33.06
FolkDaReTr			\$43.70
FolkFaMiLL	141190		\$13.94
FolsSu			\$55.28
FordIn			\$14.49
FordJo			\$13.00
FordMiM			\$13.03
ForeJaGr			\$11.16
ForeNeTr	194630		\$157.08
FornOilnc			\$162.06
ForrGW			\$19.81
ForrJoC			\$11.23
ForrWiH			\$11.23
ForsBe			\$24.20
FortEnLP			\$1,310.48
FortNaReCo			\$203.07
FortSmB			\$11.73
FostAlEst			\$49.80
FostAnMa			\$36.89
FostFa			\$10.95
FostGaB			\$23.99
FostLu			\$26.18
FostTh			\$49.80
FostVeEst			\$29.88
FothBiJoDu			\$28.01
FourPaIn			\$11.00
FowlFaRTr			\$43.73
FowlNeMEs			\$34.10
FowlNeMLTr			\$34.10
FranBoA			\$12.97
FranCl			\$49.45
FranFaTr			\$17.49
FranGaW			\$11.78
FranGaYa			\$20.91
FranGIM			\$15.13
FranInv			\$1,808.01

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
FranJaREst			\$17.66
FranJoTEst			\$24.37
FranLaWaTr			\$40.02
FranPa			\$24.37
FrazChD			\$13.38
FrazKa			\$25.14
FrazWiLJr			\$18.25
FredChR			\$16.00
FredEvM			\$12.87
FredRo&Pa			\$21.77
FrenCh&Gr			\$61.59
FrenHaln	149160		\$332.06
FreyIn			\$32.07
FriePeColn			\$12.64
FrosJaP	154980		\$140.03
FrosLaK	175360		\$38.20
FrosTeG	222840		\$39.37
FryAWPh			\$23.81
FryBiD			\$16.75
FryBiDBaSJ			\$54.21
FryDoJ	130880		\$18.41
FryeMa			\$15.10
FtSmVaBuRa			\$19.57
FugiThJ			\$53.09
FullJeG			\$21.74
FullMiTr			\$19.14
FullMyC			\$15.32
FundH&VJT			\$25.26
FunsKe&Ba			\$15.40
GaisRulr			\$16.67
GalaReLtd			\$13.31
GalbBrE&Li	112920		\$27.71
GalbJaMi			\$17.84
GallFrG			\$221.92
GambMaTr	183660		\$75.87
GammWo			\$34.09
GannJo			\$15.95
GarcRE			\$43.41
GardJa			\$32.81
GarnGeC			\$19.19
GarrAnnM			\$26.92

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
GarrFaTr	143650		\$49.84
GarwRuL			\$15.13
GasnLiL			\$13.45
GassBeA	109170		\$11.56
GastDoC			\$20.31
GastMiJ			\$15.01
GatcJoReTr			\$47.40
GateChTr			\$12.53
GawtPaH			\$107.10
GDAInIn			\$96.10
GeisRaL			\$13.05
GentGC			\$49.00
GeodExJoVe			\$509.69
GeodNoCorp			\$12.05
GeorAlNa			\$21.38
GeorMaTr			\$64.30
GerrSP			\$14.42
GGr&ARCaJT			\$19.51
GiaP&JReTr			\$11.64
GibeCe&Im			\$10.95
GibsDwA			\$63.10
GibsJoM			\$124.95
GibsRoS			\$35.44
GilbGe			\$93.97
GileJaD			\$229.13
GiliJeAn			\$11.18
GillAn			\$20.12
GillFrETr			\$679.45
GillJPTTr			\$15.19
GillLaD			\$21.15
GillRa&Je			\$15.72
GillRiEst			\$43.03
GillSiJ			\$1,315.99
GillSt&Ch			\$11.50
GilmBaJRT			\$50.95
GinnAlJLvT			\$15.97
GistMe			\$30.29
GistOlMeIr			\$40.65
GiveRoSr			\$17.73
GKJCreLLC	146780		\$42.84
GladId			\$18.41

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
GlazDaEdJT			\$30.33
GLBExIn	146930		\$3,987.57
GlenFI			\$167.26
GlenKeW	172830		\$11.63
GlenOi&GaC			\$335.91
GlobNaReCo			\$15.50
GlobSaBa			\$99.53
GlovEa&Su			\$212.49
GlovOsEa			\$182.18
GoblDa			\$69.21
GoddKeE			\$21.73
GodfAl&An			\$82.63
GodfCIHo			\$28.93
GoetMaE			\$52.78
GoldTrORIn			\$30.26
GoodCLRBr			\$20.42
GoodJeF			\$80.24
GoodLaL			\$11.18
GoodLgTr			\$24.82
GoodLiSh			\$11.75
GoodRo			\$11.61
GoodWeE			\$15.77
GordFaPLLC			\$14.27
GorsLeP			\$19.71
GospPeTaAs			\$58.59
GossFamTr			\$11.46
GoulMa			\$21.79
GourJa	159530		\$34.27
GPIRe			\$59.67
GracBaCh			\$15.96
GradCh&DaN			\$233.31
GrahCA	113790		\$15.82
GrahJo			\$18.58
GrahKTLLC			\$19.12
GrahPrIn			\$27.40
GrahRoEN			\$17.79
GranZaL			\$15.01
GravElW			\$18.63
GrayCaS			\$23.90
GrayDea			\$15.52
GrayGeRLT			\$141.33

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
GrayJo			\$77.27
GrayJoLJr			\$161.47
GrayLyJJr			\$40.10
GrayMaBLEs			\$69.76
GrayMiln			\$778.17
GrayRoG			\$19.37
GreatAmExp			\$90.94
GreeEnLPIV			\$14.01
GreeEnPrLL			\$14.93
GreeJaCa			\$15.44
GreeJeJr			\$83.05
GregEt			\$11.39
GregEu			\$17.84
GregHaOiGa			\$27.28
Gregho	148160		\$61.18
GridJa&Ge			\$28.29
GrifCar			\$33.31
GriffMa			\$24.13
GrifPaK			\$240.82
GrifWa			\$34.11
GrimPDASJT			\$10.94
GrimSaObTr			\$20.91
GrisHa			\$27.39
GrisSa			\$33.50
GrogRevTr			\$15.79
GrosMiBr			\$18.30
GrubShL			\$31.01
GruyPeMaCo			\$23.58
GuesDaA			\$11.89
GungCaEExp			\$35.99
GungHeAsLL			\$53.81
GurrJaE			\$15.77
GurrJrRoL			\$23.67
GuthDoKa			\$21.66
GuyeRi&Pa			\$12.04
GuyMMa			\$11.83
GwinR&PTr			\$11.97
H&MExLL			\$15.11
H3EnLLC			\$25.45
HaakAm			\$25.27
HaBFmInLLC	108280		\$148.68

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
HackHe			\$19.17
HaddAnG			\$20.40
HadwWiA			\$25.74
HafeViLM			\$58.36
HaffBaJTr			\$493.67
HaffHuRTr			\$714.16
HaffJoD			\$459.38
HaffJoWTr			\$493.67
HageArL			\$11.34
HaimKaLTr			\$127.26
HalcNaGaLL			\$102.20
HaleJoP	166160		\$22.60
HaleViL			\$28.71
HallELo			\$17.06
HallEm			\$11.31
HallFrMa			\$860.96
HallInCoIn	149290		\$20.96
HallLaLeAn	175820		\$310.15
HallMaMLiE			\$99.60
HallPaJa	199450		\$340.74
HameDeA			\$55.09
HamiMaG			\$11.26
HammBrETr			\$116.60
HammFIDJr			\$11.95
HanaRoA			\$40.04
HancVG&RC			\$12.87
HaneLi			\$26.07
HankGIG			\$23.43
HanIJAJo			\$80.21
HanJuBM			\$57.50
HannEColl			\$22.31
HannECollI			\$22.31
HannECollV			\$22.31
HannECov			\$22.31
HannFIaMa			\$22.36
HannFrA	141500		\$11.71
HannOiGaCo			\$11.17
HansDoLLLC			\$17.43
HansGaR			\$31.48
HansJoA			\$74.70
HansMaL			\$74.70

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
HaNuNeKaSv			\$26.74
HardLaOd			\$54.08
HareCh			\$24.56
HarmGID			\$42.77
HarpBeJ			\$15.29
HarpCh	118910		\$52.85
HarpEd	134650		\$84.14
HarpJo			\$14.41
HarpLi			\$17.61
HarpSa	215190		\$59.54
HarrBe			\$115.23
HarrEnCo			\$11.37
HarrFoln			\$27.10
HarrJaL			\$90.63
HarrJLe&JE			\$16.88
HarrKaE			\$21.95
HarrLeAn			\$14.88
HarrMi&Br			\$18.27
HarrOiGaln	150050		\$28.95
HarrRoLAm			\$19.97
HarrTeL			\$32.52
HarsMaL			\$35.82
HartChDeB			\$24.82
HartChS			\$13.29
HartGary			\$21.72
HartMal			\$19.95
HartWiE			\$17.27
HaseWE			\$21.43
HaskFaLiPa			\$157.18
HaskMi			\$12.01
HaskWaCTr			\$22.98
HastEd			\$14.77
HathVe			\$53.66
HaucSaO			\$16.93
HaueBoJa			\$17.50
HausJeA			\$39.53
HausRiL	206680		\$21.66
HausRLLivT			\$39.33
HawkEnFILP			\$3,965.99
HawkFamTr			\$63.25
HawkJanD			\$25.54

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
HawkWi&Ch			\$31.46
HaydOiLP			\$4,033.66
HayeThBi			\$17.73
HaynJaMi			\$474.04
HaynMaLyCo			\$29.10
HaynWAr			\$475.96
HaysLuWa			\$68.75
HaysSuK			\$22.97
HazeJuM			\$13.42
HazePr&ExC	150690		\$96.56
HeadiOiCo			\$205.36
HeadOcThuJ			\$68.32
HeadwOiCo			\$30.61
HearCoPa			\$14.97
HeatWilReT			\$25.03
HedbRoMReT	211680		\$239.11
HegwJaDRvT			\$39.16
HeHoRoLLC			\$21.34
HeinFaH			\$47.15
HeinLR			\$24.67
HelfJaBRT			\$16.44
HelfMeEst			\$33.06
Helm&Unde			\$62.07
HelmLiT			\$114.98
HendAnTr			\$23.57
HendDoM			\$18.65
HendJF			\$53.11
HendPeEd			\$32.40
HendRaG			\$13.19
HendRaJ			\$12.03
HendRoJe			\$12.56
HendThEst			\$29.88
HenlWi			\$263.41
HenrFaTr			\$21.57
HenrPa			\$19.53
HensCIdo			\$34.78
HensCuMaJT			\$14.15
HensEnReIn			\$17.74
HensFrA			\$22.04
HensKeH			\$17.01
HensRh			\$21.52

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
HensWiM			\$132.20
HerbDaAn			\$128.13
HerbDoL			\$223.28
HerbMe			\$254.81
HergEdMa			\$35.09
HeriRoIn			\$149.54
HermRJRD			\$24.98
HertSuM			\$180.19
HespBeJ			\$12.56
HespMaRvTr			\$14.36
HessBi&AlJ	102330		\$12.79
HessRa			\$14.26
HeylPh			\$48.51
HHRLLLC			\$16.41
HickBeStL			\$29.21
HickCJ			\$17.76
HickClK			\$165.55
HickElJ			\$88.19
HickIrR			\$182.77
HickTw			\$165.92
HigdJoLe			\$15.07
HigdLeI&Ma			\$580.34
HiggBeJa			\$164.46
HiggFaTr			\$268.58
HiggTr			\$13.51
HighDa	126290		\$2,253.06
HighElA			\$14.84
HighGeAB			\$31.20
HighO&GLLC			\$415.00
HighPaBaCh			\$173.92
HigrCo			\$38.49
HillAn			\$12.53
HillCaL			\$37.98
HillClJr			\$24.85
HillCu			\$12.10
HillGr			\$26.35
HillIdF			\$12.10
HillReCDP			\$87.91
HillWaM			\$12.91
HilsHeM			\$67.47
HiltBeM			\$16.35

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
HingFrE			\$1,452.16
HistNaGLLC			\$113.12
HitcEnIn			\$22.92
HixLa			\$27.63
HLMInc			\$186.45
HodgLyM			\$14.98
HodgOpCoIn			\$12.06
HodgSV&Id			\$890.01
HodgViB			\$76.39
HoffDoSTr			\$139.40
HoffJoFreT			\$30.25
HogaJa			\$15.05
HogaMiK			\$18.64
HOGPaLP	152280		\$40.30
HohwDoCS			\$37.61
HolcBeAl			\$35.64
HolcDeDw			\$15.09
HoldJoFr			\$42.22
HoldPaG			\$13.79
HollLo			\$17.92
HollRu			\$24.49
HollWeKaTr			\$17.41
HolmExpCo			\$71.16
HolmGIWS			\$112.24
HolmWaE			\$48.94
HolmWiSJr			\$13.89
HolmWiSVe			\$13.21
HoltRuF			\$15.09
HondMiDe			\$11.56
HoneJaW			\$25.15
HoniRaW			\$169.59
HoopTr			\$133.50
HootJaBe			\$97.78
HoovJo			\$13.60
HopcJeA&Ju			\$11.00
HoppBe93Tr			\$42.41
HoppThL	224880		\$20.64
HoriEnGrLL			\$13.47
HoriGaPa			\$323.27
HornChD			\$14.97
HornStP			\$14.97

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
HortBeAl			\$16.03
HortBo&Da			\$21.37
HortDiSTr			\$17.43
HortGl			\$14.44
HortHeD			\$12.07
HortHoD			\$11.72
HoskSeWe			\$40.39
HousAn			\$69.20
HousRiH			\$17.74
HowaFaReTr	152630		\$22.20
HowaWi&Pa			\$53.54
HoweDaF			\$35.65
HoweFB			\$11.06
HoweKa&Pa			\$14.31
HowePeCo			\$113.96
HoweShJ			\$271.30
HowlBr			\$33.53
Hoylem			\$13.48
HTFLL			\$104.27
HuckFr			\$33.47
HuckVeT			\$17.58
HuddCrTJr			\$32.62
HuddDaDe			\$30.09
HuddRoJo			\$64.28
HudgEnCo			\$143.34
HudmNePTr			\$484.57
HudsAlMDu			\$91.09
HudsJoG			\$120.98
HuffEa&Ja			\$12.24
HuffH&Co			\$201.50
HuggPaM			\$72.49
HughDoTe			\$41.59
HughVeL			\$17.51
HulbDoAn			\$72.84
HullCaRJr			\$31.70
HuntAl			\$18.31
HuntEvLEst			\$24.20
HuntExLLC			\$19.65
HuntJan			\$16.29
HuntOiCo	152960		\$40.75
HuntOpLLC			\$211.22

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
HursJoReTr			\$40.27
HuskMa			\$12.40
HustMiE			\$11.23
HutsWiW			\$21.87
HylkThG			\$15.28
HymaCaE			\$23.80
IBEXReCoLL	153100		\$151.33
IbraSa			\$27.80
IndulnIn			\$166.14
IngrCaT			\$41.08
IngrStBr			\$22.21
InteBaCo			\$33.29
InterPrLLC			\$14.62
IntRevServ			\$23.38
IPurHoLLC			\$19.27
IRBFCorp			\$21.17
IrFaReLvTr			\$12.18
IrwiPa	198920		\$165.55
IrwiRi			\$224.31
IrwiSuLtd			\$75.91
IrwiWiT			\$140.80
IvieDe			\$11.01
J&HRDaInLL	154320		\$66.99
J&MInCo	246480		\$12.27
JABPrIn	154590		\$25.26
JackChB			\$35.73
JackCl			\$15.58
JackDoWFTTr			\$72.66
JackHaE			\$25.97
JackJaB			\$11.74
JackJoEl			\$14.34
JackKaF			\$14.09
JackKeE			\$64.01
JacoEnCo			\$621.31
JacoFAOKov			\$29.83
JacoPe			\$16.19
JaffMaR			\$16.28
JaggEuM			\$130.11
JAGOiLiPa			\$17.65
JameBaJo			\$18.26
JameReSeCo			\$13.65

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
JameRi			\$25.89
JameWi			\$11.09
JantCaG			\$49.75
JantDwC			\$11.79
JaruJo			\$44.88
JasuPrLLC			\$47.58
JayPeIn			\$129.62
JECOpLL	160150		\$927.80
JehIDoLTr	131110		\$16.93
JehEnGrLL	160580		\$66.27
JenkJaD			\$34.80
JenkMLGrJT			\$18.65
JensJaRi			\$11.13
JerrScDrCo			\$23.82
JettDeDe	128690		\$1,397.47
JMAEnCoLL			\$244.48
JMAReIn			\$69.46
JMCFTTr			\$94.97
JMDPrLLC			\$8,256.25
JMKPeCo			\$336.64
JodyJo&NaL			\$221.66
JohaKaA			\$47.93
JohnAuN			\$25.75
JohnBiC			\$18.25
JohnBr			\$272.52
JohnChi			\$31.83
JohnClSu			\$13.43
JohnDaWa			\$15.70
JohnDoB			\$32.15
JohnDoFTr			\$144.85
JohnEfE			\$30.94
JohnGeMa			\$13.04
JohnJaA			\$133.56
JohnJaR			\$29.91
JohnJoA			\$12.23
JohnJuG			\$11.22
JohnLeCReT			\$49.01
JohnLeM			\$13.71
JohnLeorEm			\$231.28
JohnLeV			\$31.21
JohnLI			\$135.19

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
JohnMaFr			\$13.49
JohnMiR			\$22.52
JohnMyGe			\$40.10
JohnPhM			\$10.81
JohnPrLLC			\$11.91
JohnRa			\$54.65
JohnRaAFo			\$43.68
JohnReColn			\$16.22
JohnRoTr			\$69.49
JohnShDLTr			\$175.39
JohnTaL			\$12.32
JohnWi&KaT			\$18.74
JohnWiDoRL			\$17.84
JoleOpCo			\$118.43
JoneCeWTr			\$40.56
JoneDaLi			\$26.81
JoneEnHoLL	167500		\$4,024.93
JoneEtJ			\$14.63
JoneHeS			\$112.20
JoneJJ			\$93.67
JoneJKy			\$29.38
JoneLaE			\$13.86
JoneLH	174420		\$32.20
JoneLoDe			\$14.53
JonEnLtd			\$178.13
JonePa			\$179.44
JonePh	201410		\$47.75
JoneVeFa			\$13.23
JoneWi			\$17.64
JordBo&Yv			\$23.32
JordKaE			\$18.93
JordLaG			\$23.06
JordMoEJr			\$17.73
JoynBIK			\$19.54
JoynRoO			\$58.71
JuncPrLLC			\$15.77
JWKMIMa			\$145.70
JWPO&GLLC			\$27.19
KaisDaD			\$10.97
KaisFrMCLP			\$344.85
KaisFrOiCo	170160		\$112.58

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
KaisStSu			\$12.17
KaneLABe			\$10.82
KansCiRoLL			\$17.65
KappOi&GaC			\$22.21
KasiCIL			\$53.33
KateBe			\$318.34
KatePeJ			\$318.34
KaukEm			\$11.17
KBaptChMWC	173940		\$65.24
KeahChAmJT			\$14.17
Kedoln			\$11.95
KeefMij			\$89.47
KeenWiA			\$216.51
KeenWiCo	233530		\$35.61
KeitJuRLT			\$126.37
KeitKaA			\$37.29
KellBr			\$41.80
KellDaJ			\$449.22
KellEI			\$12.67
KellFaTr			\$17.77
KellJaR			\$314.75
KellJaT			\$66.72
KellJeJ	161320		\$125.95
KellNoJ			\$315.53
KellNoJJr			\$33.95
KellSaN	215300		\$93.78
KellWaL			\$20.11
KemnHeEst			\$21.54
KempAn			\$19.63
KennBa			\$14.20
KennCaJ			\$22.50
KennCIJr			\$17.84
KennDaC			\$61.45
KennEvHi			\$167.32
KennHeES			\$34.38
KerbAd			\$33.09
KerbAIL			\$52.99
KernFaLgTr			\$39.18
KersLaJTr	175800		\$18.58
KersMaETr			\$17.20
KersWd			\$171.13

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	Estimated Net Settlement to Class Members
KienKaJ			\$40.86
KierGeC			\$11.47
KierJaE			\$11.47
KileRa			\$42.35
KillBe			\$21.37
KillBKo			\$14.93
KillMaF			\$12.70
KilpNa			\$11.78
KindGe			\$29.47
King&AsPL			\$17.11
KingCo			\$568.83
KingEaHa			\$12.25
KingElG			\$198.30
KingGeS			\$37.70
KingMa&Ja			\$40.26
KingMiN			\$12.90
KingPaSy			\$63.51
KingPrIn			\$18.55
KingRoL			\$22.13
KingTo&JuT			\$35.44
KinnJa			\$383.08
KinnKe			\$85.66
KinsChaH			\$65.75
KirkGeS			\$16.23
KirkTJ			\$58.57
KizlJoWi			\$20.61
KlabRoR			\$25.17
KleiKrJRvT			\$102.66
KleiLaJ			\$63.10
KlinBrJ			\$16.22
KlinDeJ			\$16.22
KlinGrJ			\$16.22
KlinVeERTr			\$16.22
KLOLLC			\$32.67
KnigEnGrLL			\$3,859.26
KnigGl			\$15.58
KnisMiW			\$63.62
KnotMo			\$23.65
KnowChKRTr			\$17.96
KnowKeKRTr			\$17.96
KodiPrCo			\$16.33

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
KoelFoD			\$305.91
KolaBo			\$25.81
KolbCh			\$37.70
KolbFr			\$113.11
KolbGe			\$22.37
KolbRoJJr			\$100.27
KoveGe&Je			\$28.02
KratHaL			\$107.23
KrisMiR			\$17.31
KrobFaTr			\$122.92
KrobHuD			\$12.80
KrugCID			\$43.21
KrugDoK			\$57.61
KrugFe			\$21.56
KrugRoA			\$43.21
KrugSa			\$21.56
KubaHH			\$12.00
KuhnPaS	199160		\$531.95
KullAE			\$50.81
KullDoM			\$32.20
KullJoE			\$32.44
KundMaKrFI			\$11.93
KusiMiS			\$18.00
KusIEvEd			\$33.34
KuteJoDaZ			\$17.30
KutnIaDiJT			\$15.66
KwasShG			\$11.32
KyesMa			\$10.94
KyleBa			\$19.47
LaagCaA			\$11.34
LaagCaJ			\$18.96
LackCh			\$14.03
LAGRoLLC			\$301.03
LakeGaM			\$21.79
LakeWJA	235910		\$2,365.70
LamaVe			\$30.36
LampDS	124170		\$282.00
LancEIA			\$15.19
LancLyA			\$1,811.59
LandEs			\$61.04
LandJoF			\$31.08

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
LandMaChTr			\$11.57
LandReMaIn			\$10.96
LandRo1Tr			\$10.83
LaneJoC			\$53.01
LaneRiH			\$16.35
LangBaTr			\$15.34
LangDaL			\$28.53
LangMaETr			\$11.32
LaPoMeL			\$97.05
LaraMilFI			\$46.86
LarkTeART			\$11.07
LarrZoETr			\$148.24
LarsJoL			\$21.58
LaruStNSr			\$14.86
LasaL&IJT			\$30.25
LatiOiGa			\$295.57
LaubNoLTr			\$69.49
LaufRoM			\$550.86
LaugChE			\$16.22
LaugWiR			\$16.22
LaurViL			\$16.52
LaveMa			\$20.78
LaveMat			\$20.78
LaveR			\$20.78
LaveTo			\$20.81
LawJaB			\$36.96
LawsJoR			\$27.99
LCBReIn			\$166.33
LCCEnLLC	176430		\$18.21
LeamMa	184530		\$34.05
LedeFrT			\$70.36
Lee&AgIn			\$36.91
LeeBrPa			\$10.91
LeeCIE			\$181.83
LeeDoJ			\$22.24
LeeEnExLtd			\$70.56
LeeGoLRLTr			\$14.37
LeeRaBo			\$470.98
LeeSt&LyJT			\$90.92
LeeWiLeTr			\$16.09
LefcResLLC	176830		\$73.92

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
LegLaMaLL			\$13.02
LegMiLLC			\$121.15
LegReLL			\$1,891.43
LemaPeIn	177010		\$17.47
LeMaTh			\$36.58
LemLiJY			\$26.84
LeNoEnCo			\$45.51
LeNoFuLLC			\$321.95
LeNoOpLLC			\$509.01
LeNoPrLLC			\$73.25
LeonCaR			\$11.68
LestDaB			\$25.51
LestJoKTr			\$25.51
LestMaG	184400		\$260.94
LestRaWa			\$25.20
LettSuETr			\$127.26
LeviAuE			\$31.31
LeviAuETr			\$13.20
LeviBe	107940		\$29.60
LeviLoDiTr			\$13.20
LewiBiHe			\$14.13
LewiBoReTr			\$25.47
LewiNe			\$11.99
LewiShA			\$14.67
LexaInIn			\$81.06
LexiOiGa			\$309.13
LexxNaGaLL			\$758.99
LeydAnBM			\$14.15
LibeEnCo			\$40.28
LibeEnLL			\$270.47
LichSpTr			\$67.93
LiddInLLC			\$226.88
LiebAlK			\$21.50
LienGe			\$19.02
LigoToSh			\$12.05
LimkToD			\$19.62
LindMaSTr			\$39.55
LindOiGaCo			\$128.98
LindSaRoAl			\$26.81
LindThH			\$327.62
LindWiMa			\$85.88

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
LinnTr			\$46.94
LippJoR			\$15.09
LIRJIn			\$38.67
LisbCaLLC			\$19.62
LisoLoV			\$12.06
LitsNaPTr			\$12.94
LittKaLTr			\$17.74
LittMeLe			\$146.88
LittRoL			\$33.35
LittRoLTr			\$17.74
LittRoLy			\$33.35
LiuBa			\$19.80
LKEInc			\$13.65
LloyCo			\$10.95
LocaOi&Gal			\$19.45
LochLP			\$24.71
LogaWJa&Do			\$12.16
LoneStStCo			\$385.97
LongCaLLC			\$39.10
LongDL			\$72.05
LongEnC			\$31.95
LongLoA			\$26.73
LongProCo			\$3,737.07
LongThLT			\$45.76
LonnLi&Br	178910		\$55.52
LoosEmCLTr			\$24.46
LopeChMaTr			\$25.27
LopeRoR			\$24.57
LoraOpLL			\$47.83
LoreOi&GaL			\$572.37
LoreRiR			\$136.03
LoudBo			\$25.66
LouQuCaFPa			\$106.23
LoveAu			\$23.17
LoveBiG			\$42.06
LovellN			\$27.73
LoveJaMi			\$36.90
LoveSaA			\$42.35
LoveShL			\$18.95
LoviMa			\$16.28
LoweOIC			\$21.74

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
LRBMOiLTD			\$27.33
LSSCCo			\$15.85
LubwLo			\$55.91
LucaJoEu			\$73.07
LucaRiMJr			\$33.03
LumePa			\$29.99
LumLi			\$16.64
LunsHaWa			\$10.83
LupeMaF			\$11.71
LuRaPe			\$75.30
LustLal			\$12.54
LyncRo			\$26.72
LyonRoRjr			\$526.37
LytIMa			\$21.35
M&MOiGaPr			\$76.28
MabeKeRM			\$38.89
MabrLiD			\$34.41
MabrNoL			\$54.38
MackJaSu			\$18.82
MaddCIHEs			\$11.37
MagdRaL			\$33.82
MagdRoJ			\$33.82
MagmTr			\$53.13
MagnEnLLC	182860		\$63.46
MagnRoCoLL			\$10.86
MagnSuAFT	220490		\$85.67
MaheJaEjr	156310		\$1,575.68
MahoKiln			\$162.40
MainBrPa			\$77.78
MaisBePrLL			\$16.27
MajoJoColl			\$31.64
MakoReLLC	182930		\$169.79
MallAIro			\$34.46
MaloLoTCEs			\$49.88
ManaEnInIV			\$70.99
MangTeW			\$388.22
ManIHol			\$42.35
MannJoE			\$17.44
Map0406			\$49.60
MAP2003			\$27.61
MAP2006OK	183210		\$50.41

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
MAP2009OK			\$27.89
MaplThKa			\$15.58
MaraSiLtd			\$47.45
MarbLL			\$33.96
MarcBi			\$11.35
MareCaAn			\$23.10
MarnJeL			\$28.96
MarqViT			\$27.95
MarRegIn			\$46.79
MarsHe			\$93.66
MarsOiCo			\$202.85
MarsRoM			\$151.65
MarsTe&AnT			\$49.58
MarsWKe			\$12.10
MartBeM			\$35.17
MartFaTr			\$4,698.54
MartHaz			\$72.43
MartHomLLC			\$18.65
MartJa			\$18.69
MartJoLi			\$1,952.93
MartJRPa			\$346.08
MartLeKHeM			\$23.48
MartLoC			\$17.04
MartSyC			\$33.55
MarvCh&Ve			\$12.39
MarvEIS			\$57.38
MasoAL			\$21.16
MasoJoW			\$22.89
MassCh			\$25.00
MastJoT			\$22.46
MathMi			\$12.68
MathMiChe			\$31.29
MattCaK			\$16.93
MattDeR			\$12.47
MaulLe			\$22.27
MaveBrRLLC			\$20.04
MaxwNiD			\$57.84
MayeLuEEll			\$11.41
MayEsL			\$133.62
MayfLu			\$14.03
MayGw&KeW	148750		\$40.31

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	Estimated Net Settlement to Class Members
MayhLeR&Ba			\$900.11
MayO&GLLC			\$12.85
MayoViDS			\$32.82
MbroHaLi			\$16.20
MbroLiDo			\$17.58
McAfEdWeJ			\$22.41
McAlNaCa			\$11.39
McBeGeH			\$138.68
McBeLF			\$48.19
McBeOuStC			\$24.82
McBrFaTr			\$30.88
McBroLLC			\$14.02
McCaDeL			\$15.12
McCaFID			\$60.64
McCaFrD			\$57.37
McCaJaKTA			\$28.84
McCaRoWr			\$110.47
McCaTiL			\$19.19
McClGe&W			\$55.11
McClGeSu			\$53.11
McClPaPa			\$98.45
McClRi&De			\$26.26
McClWiM			\$256.36
McCoCyR			\$13.93
McCoEdM			\$120.23
McColm			\$91.25
McCoPhJ			\$10.96
McCrJL			\$1,197.16
McCrLoC			\$14.22
McCrShE			\$12.67
McCuHoN			\$15.13
McCuLa&Mi			\$15.46
McCuMaL			\$15.90
McDaArF			\$58.19
McDaErI			\$25.27
McDaJaR			\$14.12
McDaKaJ			\$20.04
McDaRoTr			\$38.34
McDoAJJT			\$13.38
McDoBeW			\$47.56
McDoEdI			\$24.13

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
McDoFe			\$19.47
McDoGr			\$34.59
McdLoReTr			\$22.77
McFaJoC			\$39.95
McFeMLoRT			\$18.72
McGaCaJo			\$20.63
McGaJeJ			\$22.51
McGaRoPa			\$20.63
McGeMaE			\$17.20
McGeMoM			\$15.59
McGeNoK			\$29.92
McGiGe&HaJ			\$12.84
McGiJoRJRt			\$17.63
McGiJt			\$57.00
McGiPaATr			\$17.63
McGiWiB			\$53.03
McGIGI			\$60.32
McGoReCo			\$65.57
McGuDe			\$17.76
McHeKaSTr			\$206.45
MchoDoCr			\$17.49
McInJeDe			\$18.00
McInRiTr			\$38.22
MckiToA			\$112.06
McLaAL&Ge			\$25.26
McLaFamLLC	189330		\$43.12
McLaGeR			\$12.72
McLaRT			\$421.00
McLeDoN			\$11.39
McLeThR			\$160.88
McMaBeJe			\$13.91
McMaHeV			\$11.44
McMaTr			\$331.99
McMiJa&Fe			\$11.32
McMiJJ			\$33.91
McmiJoDeEs			\$16.10
McmiLaE			\$159.66
McMuWiELL			\$41.27
McMuWiEReT			\$29.18
McNaBa			\$14.67
McNaCl			\$67.72

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
McNaKa			\$67.72
McNeDoLRvT			\$39.63
MCNIOi&Ga			\$1,238.01
McPhLaN			\$75.12
McQuCITr	120680		\$21.82
MeadEnCo			\$18.51
MeadOiCoOK	189440		\$18.19
MeanPaF			\$14.95
MechMaN			\$23.60
MediBoOpCo			\$37.24
MediFR			\$30.43
MedIOI			\$152.66
MeehLiWh	179230		\$49.56
MeibJoL			\$240.56
MeieEv			\$27.21
MeltJaBy	158340		\$139.74
MendGI&Do			\$24.82
MendJaL			\$13.57
MeneNa			\$64.99
MenkBr&Th			\$29.92
MeriPaLP			\$20.94
MerrChBr			\$14.01
MerSLCStJT			\$22.84
MesqMiln			\$23.36
MetIEI			\$32.93
MetzEr			\$675.07
MeyeEJ			\$70.45
MFPIIPeLP			\$39.17
MHTInLL	190200		\$31.90
MidCOi&GaC			\$31.07
MiddMiBEs			\$20.31
MidwEnCo			\$19.68
MigdJeJ			\$15.98
MiklWiJ			\$11.79
MilblrDeTr			\$14.59
MilfCo			\$13.55
MilgEn			\$291.59
MillAI			\$105.35
MillCaA	115040		\$38.38
MillDeM			\$12.39
MillDoRyTe			\$23.58

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
MillEdA			\$47.40
MillEf			\$17.52
MillJaHlrT			\$17.80
MillJaMa			\$19.25
MillJoCRvT			\$16.15
MillJuK			\$13.57
MillM			\$5,863.26
MillMaBRTTr			\$92.08
MillMaRvTr			\$2,291.33
MillPa			\$23.82
MillPaMTr			\$20.01
MillRoL			\$15.40
MillStT			\$64.56
MillTiM			\$13.05
MillViL			\$25.71
MiloAnR			\$561.16
MinaFaTr			\$12.81
MintMaH			\$58.36
MiraPrInc			\$75.20
MiraSuR			\$105.62
MitcCaLO			\$13.08
MitcCeDTr	116760		\$52.26
MitcDuA			\$16.31
MitcJo			\$41.25
MitcLe			\$11.44
MitcLoLa			\$15.88
MitcRE			\$24.01
MitcRoLP	192440		\$45.98
MitcViLeC			\$78.83
MitcWiCJr			\$22.70
MitiMi			\$30.10
MixRoETTr			\$61.32
MLM&MLLT			\$83.42
MoadSyBRTTr			\$38.60
MoncRW			\$68.14
MoncRWIn			\$65.95
MoncRWTr			\$217.95
MoncWA&CBT			\$32.88
MoncWAJr			\$85.96
MonfNaLoGi			\$15.83
MongRaL			\$24.37

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
MonkDa			\$15.51
MonrNaGaln	192650		\$115.48
MontAR			\$11.36
MoodBi			\$12.63
MoonLa			\$48.40
MoonNe			\$14.06
MoonVineLP			\$12.02
MoorBeSu			\$17.25
MoorDaL			\$23.58
MoorGaW			\$64.99
MoorGe			\$16.28
MoorJeL			\$40.23
MoorJeN			\$67.79
MoorLiReJe			\$98.64
MoorNaL			\$21.03
MoorRiRu			\$11.60
MoorRoJo			\$12.02
MoorRonG			\$29.15
MoorRuS			\$16.76
MoorStL			\$69.84
MoorStW&De			\$96.72
MoorWiC			\$60.19
MoreBeB			\$11.61
MorgBr			\$23.24
MorgJas	159410		\$128.86
MorgKeR	171720		\$257.14
MorgSaC			\$12.51
MorrAn			\$27.52
MorrChDTr			\$61.09
MorrDaJjr			\$193.86
MorrFlEr			\$23.06
MorrJHAgt			\$24.00
MorrJoReTr			\$14.42
MorrLIH			\$50.22
MorrMa			\$24.13
MorrOnPTr			\$11.01
MorrRoDo			\$12.43
MorrStM	219640		\$206.37
MorrTo			\$85.56
MorrVeS	228500		\$89.48
MortWAWi			\$66.41

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
MoseChVaJT			\$14.16
MoseLo			\$64.28
MoteGaL			\$12.63
MoteHuE			\$26.55
MounMiG			\$24.28
MoweChAnAb			\$11.79
MTMiLLC			\$16.65
MTVinLP			\$413.36
MTVOiGaLtP			\$539.59
MuirProdCo			\$73.11
MuirReCo	193000		\$878.75
MullBr&Mi			\$12.16
MullCaA			\$26.59
MullDoD			\$81.52
MullHaH			\$27.59
MullJiC			\$27.59
MullWaE			\$27.59
MuncGeDoJT	145750		\$37.92
MungChL			\$22.51
MunrRo&Ly			\$30.33
MurdRoV&Ca			\$118.02
MurpBrS			\$13.91
MurpMaE			\$22.13
MurrJo			\$33.34
MurrJoR			\$85.41
MurrPa			\$12.82
MurrTh			\$24.14
MustFuCo			\$39.69
MWCity			\$902.72
MyerAlF			\$10.79
MyerFaReTr			\$39.92
MyerJDa			\$10.79
MyerJeC			\$26.50
MyerRiKe			\$14.78
MyerRu			\$22.82
MyhrEvKa			\$26.38
MyskDeB			\$16.69
NaboLiL			\$12.77
Nade&GuLL	193450		\$200.99
Nade&Guss	193430		\$26.81
NailKa&Ka			\$254.31

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
NajaMa			\$11.21
NakvRoLe			\$70.43
NashJoCh	165060		\$28.84
NashRiLe	207390		\$28.51
NatEnGrOK			\$23.29
NatiJuAn			\$20.23
NatiOl			\$21.73
NatoExInc			\$6,991.32
NatuGaCoCo			\$26.59
NaumAnBWIT	103700		\$55.13
NaumKrLC			\$12.27
NBSLLC			\$25.82
NeelWi&De			\$10.95
NeffGDaJr	143150		\$27.06
NeffGeD	146230		\$282.14
NeigCeSh			\$18.57
NeigMiBaCh			\$214.86
NeilJaPJr			\$181.42
NelsBeR			\$23.38
NelsDeEm			\$14.70
NelsKa	170580		\$360.08
NelsKuT			\$11.13
NelsLa			\$111.02
NesbJoG			\$33.88
NettLuD			\$14.46
NeunAlA			\$36.02
NewbC&JJT			\$11.90
NeWeFr			\$89.44
NewmCaA			\$12.31
NewmWCJrTr			\$278.13
NewpCaCo			\$1,301.24
NguyChLo			\$31.12
NguyKeH			\$40.42
NguyTr			\$16.15
NguyVaThTh			\$31.21
NguyXi			\$16.29
NichDoATr			\$355.00
NichFrWTr			\$157.02
NichGAH			\$15.88
NichKe			\$26.10
NichRoN			\$84.76

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
NideJoAn			\$11.25
NilsCaATr			\$249.93
NirvNaReLL			\$20.81
NixoJiL			\$14.17
NLIInvLLC			\$89.50
NOGLLC			\$22.47
NolaDeVi			\$10.95
NoleLiL			\$10.95
NorbOiCo			\$69.61
NordEnInc			\$104.45
NormMiLLC			\$16.12
NorrCl			\$11.29
NorrPaLi			\$13.52
NortOi			\$70.49
NortStCoIn			\$22.67
NorvOiCoLL			\$69.39
NossSL			\$26.00
NowiOiGLP			\$56.64
NRASpCoFu			\$200.70
NuckPa			\$227.53
NunlChWEs			\$55.82
NunnElFe			\$18.68
NyeCIW			\$34.94
OakHiEnIn			\$8,052.85
ObreTo			\$14.39
OBryWWhoJr			\$16.63
OConDoA			\$17.18
OdelWi&Un			\$10.95
OdomRoF	208800		\$45.28
OG&E	196180		\$231.24
OgdeCeM			\$10.82
OgleGeL			\$19.19
OHagMiRe			\$17.29
OHGrF			\$15.07
OhImSt			\$11.31
OilProdIn			\$36.82
OKCBMLLC			\$76.37
OkCoSeDaAd			\$209.67
OklaBuCo			\$45.37
OklaCounty			\$13.68
OklaCoUtSe			\$13.09

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
OklaFeSaIn			\$21.42
OklaFeSeIn			\$12.73
OklaLgHiCt			\$465.21
OklaMeReFo	196400		\$538.93
OklaMiln	196410		\$160.73
OklaOiTaIn			\$34.60
OKMethHTah			\$387.52
OKOilPrLLC			\$290.48
OKSw			\$129.94
OlivJa			\$79.75
OlivRoT			\$15.39
OlleJe			\$18.82
OlsoChJr			\$15.08
OlsoKaE			\$16.22
OlsoThL	224810		\$17.55
ONeaPaPe			\$12.42
ONeiMiS			\$11.36
ONeiThG			\$20.64
OPMPtnLLC			\$25.26
OptiOiGaCo			\$404.24
OrcuGeH			\$16.93
OrcuJoA			\$16.93
OrcuRoS			\$25.40
OrenAsIn			\$44.85
OrgaRoW	211780		\$45.44
OrioPrIn			\$14.04
OrrMaLo			\$19.59
OrthEnLP			\$60.84
OrviLL			\$483.39
OryxEnCo			\$28.02
OsboroEr			\$87.79
OSuOiGaIn			\$33.78
OteyGeNIll			\$23.35
OutwInLLC			\$27.52
OuzeRe			\$15.54
OwenKeDo			\$28.07
OwenSuJ			\$23.41
OwenWiE			\$15.60
PablEnIILL	197480		\$31,332.27
PaceBeAEIA			\$13.21
PaceKe			\$11.74

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
PadeLiJ			\$12.48
PaleIn			\$127.40
PaluEnLLC			\$114.53
PaluPeIn			\$336.35
PAMCoLLC			\$12.27
PampIn			\$31.57
PannRo			\$215.88
PantherECo			\$47.80
PappDo			\$500.67
PappJe			\$500.67
PardPrCo			\$34.49
ParkChCh			\$77.38
ParkDaTJr			\$12.74
ParkFaTr			\$19.64
ParkGIG			\$44.61
ParkJeM			\$46.82
ParkJo&Ar			\$12.19
ParkLe			\$13.02
ParkMeA	189680		\$33.84
ParkRo			\$15.75
PAROiCo	197910		\$14.75
ParrRiL			\$17.68
ParsJeL			\$15.03
ParsJoD			\$32.92
ParsPrLLC			\$26.89
ParsVeN			\$70.30
PartProCo			\$47.32
PascCu			\$482.00
PatrBiMO			\$69.47
PatrEnLLC			\$14.80
PatrReLLC			\$195.13
PattBoLoEl			\$12.44
PattDan			\$181.97
PattGCI			\$16.12
PattOp			\$11.81
PattSa			\$12.32
PattShR			\$10.89
PaynExCo			\$445.01
PaynKeMi			\$19.01
PaynThMa			\$19.01
PCXEmTr			\$79.34

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
PDIIIn			\$254.55
PearMiWTr			\$152.27
PearRoJa			\$22.52
PebbPrLLC	200340		\$11.40
PeBroO&M	200930		\$105.71
PECExLLC			\$83.09
PECMinLP			\$459.75
PelaNa			\$23.95
PelfReFaTr			\$51.25
PeliEnInc			\$29.10
PembRK			\$14.86
PemeIn			\$368.73
PennCI			\$29.88
PennEx84			\$303.20
PennInIn			\$14.88
PentOiCo	200640		\$116.17
PeopGeRu			\$18.24
Pepclnc			\$12.13
PerePePLTD			\$18.98
PerkViV			\$13.81
PerrEd			\$813.04
PerrSh			\$11.12
PeteCh			\$28.81
PeteLuSTr			\$28.99
PeteMarJ			\$153.11
PeteWe			\$15.95
PetiGr			\$48.40
PetrIn			\$142.86
PetrIntInc			\$254.18
PetrJGa			\$32.57
PetrMaCo			\$13.01
PetrQuEnLL			\$4,240.89
PetrSeCo			\$83.20
PetsKa			\$27.25
PettJeL			\$20.01
PettMeMa			\$158.86
PettVi			\$48.40
PettWO	230910		\$27.26
PfaffFrE			\$37.56
PhilCaA			\$18.30
PhilChJ			\$11.21

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
PhilJuL			\$17.59
PhilMaDoYo			\$18.95
PhilNeF			\$12.52
PhilPa			\$14.77
PhipFoV			\$54.52
PierBaW			\$22.85
PierMaG			\$24.37
PierPeIn			\$881.24
PiersMaBLF			\$493.41
PikeLeJ	177070		\$36.67
PilsBeF			\$12.56
PinaJoP			\$18.98
PinkHaS			\$29.10
PipeLa			\$254.81
PipkAnB	104060		\$23.59
PisaDaJu			\$77.84
PiseOiGa			\$28.36
PitmNiC			\$125.59
PittDoR			\$20.67
PittDoR&Ac			\$34.52
PittHa&Pa			\$11.79
PittSuJW			\$43.19
PlaiFiEnBa			\$18.00
PlatVeM			\$37.46
PlayHaEDaJ			\$19.01
PletCh			\$13.06
PletDaS			\$24.23
PlymReInc			\$86.82
PNGOp			\$6,368.44
PoeCh			\$11.39
PogoPrCoLL			\$229.34
PoinRoCo			\$48.46
PoinRoReLL			\$33.15
PoinWiMa			\$48.23
PolaDaG			\$36.94
PolaEmGTr			\$93.93
PolICaMo	115310		\$33.37
PolIEM			\$24.61
PoloJa&DoH			\$18.00
PoltDoM			\$18.62
PoltRoL			\$14.14

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
PoolES			\$15.29
PoolPePo			\$33.68
PoolWiMTr			\$15.19
PopeOcy			\$272.30
PopeShA			\$16.48
PortReEst			\$13.50
PortTr			\$252.48
PostGiPa			\$14.78
PostWF			\$351.68
PoteJe			\$23.17
PottBaE			\$226.29
PottExpLLC	202030		\$21.89
PottFaLL			\$200.17
PottLaATr			\$35.80
PottPaJ			\$66.74
PottRaH			\$93.88
PourMoSe			\$12.63
PoweBeF			\$140.39
PraiExCo			\$187.41
PraiFuLLC			\$64.18
PralMaJ			\$18.45
PremEnLLC			\$106.11
PrewGINRT			\$55.06
PricJoCTru			\$14.87
PricKa&WKT			\$13.23
PricKaATr			\$21.92
PricLaMTr			\$13.23
PricLyTe			\$57.98
PricOiCo			\$16.44
PricStHTr			\$13.23
PricViKTr			\$20.54
PridMaL			\$15.28
PrimFiCo			\$169.36
PrimGIF			\$15.94
PrimNaRLLC			\$98.55
PrimOpCo			\$1,405.08
PrinThrOp			\$17.23
PrisReLL			\$285.12
PritDo			\$69.82
PrizEnReLP			\$2,503.05
PrizExLLC			\$96.04

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
ProcMiE			\$923.11
ProsCo			\$1,821.34
ProvMiLL	202420		\$19.55
ProvReCorp			\$43.98
ProvReMg			\$22.06
ProvReMg92			\$24.74
ProvReMg93			\$60.69
PruAC&MATr			\$25.60
PryeLEABJT			\$80.53
PshiRo			\$36.81
PTMidSeLL			\$28.24
PuckStJa			\$83.94
PudwRo			\$12.31
PullKeD			\$17.96
PullKeGe			\$22.29
PurdRuElGr			\$654.83
PursAlBe			\$24.45
PuslCoG			\$31.50
PyatNeJ			\$12.80
PyleRiD			\$15.06
QualDD&Ru			\$11.39
QualPrCo			\$1,003.92
QualTrL			\$25.03
QuanCo			\$30.90
QuarInTr			\$20.16
QuesPr			\$263.42
QuicRo			\$21.67
QuicRo&Ma			\$37.71
QuinRe&Re			\$13.90
RaboCaC			\$29.60
RadIm			\$36.28
RagaJoD			\$23.49
RainDaInLL			\$1,048.23
RaizJoFRTr			\$10.99
RajuG&SJT			\$17.24
RAKPrIn			\$14.79
RambHaLa			\$50.46
RambSa			\$27.54
RamsFaRTr			\$19.81
RamsHJJr			\$94.89
RamsLiL			\$15.97

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	Estimated Net Settlement to Class Members
RamsMaE			\$13.20
RandFrM			\$12.52
RandTeJ			\$26.13
RangExCo			\$27.66
RanoOCo			\$64.30
RapeChLe			\$27.33
RascKa			\$11.23
RasmNaTr			\$221.01
RasnDaWa			\$17.40
RaveReLL			\$1,857.35
RaybMaSu	184590		\$22.52
RayLaCo			\$53.32
RayMa			\$37.81
RazeFrK			\$12.92
RBCExCo			\$82.84
RCHUpAcLLC			\$1,327.35
RCWLLC			\$42.03
ReaCaS			\$189.60
ReacJaMa	187660		\$72.41
ReamInIn			\$73.83
ReavRuJEst			\$15.84
ReckDoM	130060		\$14.79
RedHaReIn			\$44.45
RedWMCLLC			\$23.16
RedwReIn			\$70.41
ReecTeE			\$57.37
ReedAlHJr			\$42.32
ReedHa			\$42.32
ReedMa	183430		\$245.83
ReedMiH			\$92.46
ReedSuJu			\$20.17
ReesGrA			\$42.92
ReesPa			\$11.63
ReevJe	159940		\$17.42
ReevRa&Ka			\$12.20
RegaLa			\$22.06
ReidMa			\$12.17
ReigMi			\$52.57
ReinIsLo			\$165.12
ReinIsLoTr			\$19.23
ReisCa			\$28.80

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
ReisJoL			\$25.46
ReisJoLReT			\$79.70
ReisTeCRTr			\$79.70
ReisThC			\$25.46
ReleAy			\$19.01
RemeGaReTr			\$23.36
RemeJanA	158290		\$27.99
RemeViJo			\$12.22
RenkDiaD			\$25.67
ReplMaKTr			\$22.66
RESOPLP			\$128.44
RevaCo			\$28.84
ReynDaLuJT			\$13.70
ReynHaG			\$240.51
ReynLa			\$80.47
ReynSa			\$67.72
RFCOilCo			\$69.55
RhoaMa			\$11.31
RhodHNPELL			\$11.14
RhodSt&Kr	219460		\$15.82
RialEO&B			\$11.39
RiatPeCorp	205910		\$38.12
RiceBi			\$73.42
RiceCaS			\$17.73
RichBrL			\$29.19
RichChS			\$63.12
RichJeD			\$64.39
RichJoJa			\$80.35
RichKaA			\$106.18
RichLFTTr			\$13.50
RichliTr			\$16.99
RichRoC			\$61.82
RichWiETr			\$180.11
RickDrPr77			\$80.15
RickExp			\$13.66
RickJiBa			\$17.37
RidiFaTr	207420		\$20.23
RiffDoCaRT			\$103.71
RignMiA			\$40.87
RileDaLLeD			\$11.16
RileJaS			\$16.76

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
RileScAm			\$60.10
RileStN			\$20.80
RiliHeBe			\$129.35
RitcMaF			\$11.58
RitcSaE			\$17.41
RittMaC			\$25.40
RiveEn			\$315.97
RL&JAMReTr			\$20.99
RMSMoChLLC			\$1,982.29
RoacJoL			\$21.15
RoadHoLLC			\$28.81
RobbLyA			\$30.21
RobeHa			\$15.13
RobeJaRvTr			\$23.07
RobeKaru			\$11.16
RobeNoEl			\$14.17
RobeNoElCh			\$30.82
RobeRobin			\$18.81
RobiBa			\$14.16
RobiDoD			\$56.23
RobiEdR			\$17.76
RobiGaMc			\$127.54
RobiGeM			\$81.85
RockIs97Ac			\$242.19
RockIsReCo			\$186.70
RockRilnLL			\$114.92
RodgSh			\$13.38
RodgWiLa			\$13.48
RodkOiTr			\$65.31
RoebCIJ	120880		\$14.83
RoffOiGaLt			\$1,011.38
RoffOpCo			\$11.61
RogeCaAR			\$246.65
RogeOuM			\$24.82
RogeRiH			\$33.14
RogeRoM			\$33.14
RogeWaVi			\$48.10
RombDo	131330		\$15.33
RombOr	197000		\$15.33
RopeDi			\$37.52
RopeViAgTr			\$75.05

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
RosejaM			\$11.57
RoseJu			\$88.81
RoseRiH	206490		\$68.83
RoseRoEnLL			\$26.69
RoseRoReCo			\$137.01
RossDoL			\$14.92
RossJoT			\$40.64
RossMa			\$21.04
RossMaH			\$129.76
RossPa			\$11.83
RoStCoFInc	212220		\$220.37
RougPaGrMo			\$12.99
RousAnPB			\$48.85
RousJa	159240		\$49.22
RoveFr			\$28.40
RoyeReDev			\$308.27
RoysReVEs			\$49.64
RoysVi			\$17.45
RozeKiMy			\$24.82
RozzDo			\$91.34
RROVInc			\$112.22
RSACEn			\$42.78
RubiReLLC			\$30.57
RuckFrHJr			\$27.53
RudmPaLtd			\$34.92
RudyRuEnL	213270		\$144.92
RuleStJ	219450		\$28.14
RumsDaM			\$23.13
RushStB			\$21.66
RussBrSt			\$71.60
RussGaDe			\$17.34
RussHa			\$22.89
RussHaSaMy			\$22.89
RuthMaJa			\$33.93
RuthVeMe			\$33.93
RutIEuB			\$24.13
RYKICoLLC			\$139.26
S&Cprop			\$18.04
SabiMCLLC			\$191.28
SalyCo			\$4,114.08
SamsProd			\$54.37

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
SamsPrSe			\$1,692.74
SamsReCo			\$445.76
SancEs			\$14.39
SandCuL			\$40.24
SandDo			\$63.51
SandEd			\$16.33
SandEnAc			\$15.33
SandGe			\$84.31
SandGe&Wa			\$11.76
SandGW			\$24.01
SandHaH			\$37.81
SandHeN			\$12.87
SandHoH			\$24.01
SandMaEi			\$13.18
SandPoLL			\$222.33
SangGaExLL	215080		\$42.32
SangLt			\$13.86
SansBoGath			\$58.54
SantFeMiln			\$32.70
SantRoCo			\$27.43
SAPJoVe			\$94.34
SappAlL			\$24.18
SappEnInLt			\$11.12
SardTi&Li			\$24.69
SateFaPa			\$13.30
SaTReMilTr			\$11.31
SattMe&GeJ			\$20.58
SaulJoDBoR			\$36.79
SaunJaLo			\$25.94
SavaFal			\$281.17
SavaJDJAFT			\$427.07
SavaLo			\$24.95
SBN20EnFuL			\$299.47
SchaAn			\$36.58
SchaBrE			\$111.00
SchafHeWFT			\$55.81
SchaJeK			\$112.20
SchaNoAn			\$14.19
SchlArLoTr			\$20.94
SchlStlr			\$15.58
SchmEl			\$74.86

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
SchmMaSM	188710		\$38.57
SchmPrIn			\$104.24
SchoAlReTr			\$29.26
SchoAlRTr			\$72.00
SchoBaL			\$26.63
SchoBeRRvT			\$29.26
SchoDeJ			\$11.05
SchoDist89	110910	110920	\$195.35
SchoEaMa			\$166.68
SchoFPCo	139910		\$41.50
SchokeA			\$82.44
SchoMaMa			\$31.68
SchrBa			\$42.28
SchrJiL			\$58.95
SchrVi			\$12.70
SchuChEn			\$12.28
SchuMa			\$48.40
SchwChAn	123950		\$1,394.73
ScotBeF			\$219.01
ScotCJ&Ru			\$92.47
ScotFaL			\$21.74
ScotFaTr			\$20.07
ScotJeW			\$39.83
ScotLeR			\$39.48
ScotMaF			\$22.67
ScotRoLFaT			\$13.22
ScottBrB			\$39.56
ScottMaFr	187120		\$70.99
ScriGaLEst			\$69.70
ScruLoRo			\$24.50
SeabBeJ			\$19.14
SeagEnE&P			\$100.45
SeagMa			\$161.18
SearEdRe			\$14.68
SeboChPa			\$16.96
SeboRoJr			\$12.19
SeboWiJo			\$11.90
SednEnInc			\$97.11
SeebKeR			\$54.79
SeedRo&Pa			\$60.62
SegrLy	182130		\$16.60

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
SeitDoC			\$18.05
SelbClR			\$215.93
SellPaAn			\$64.75
SelmPQTITr			\$1,174.27
SemiPoRo			\$21.21
SempOi&Ga			\$12.09
SentJaW			\$27.05
SeveDaAdCC			\$293.80
SeveLe&LeJ			\$45.26
SeweMaG			\$39.30
ShadFaTr			\$11.49
ShadHa			\$214.52
ShadLeAn			\$214.48
ShafWiHo			\$64.44
ShalLiEsTr			\$14.25
ShalRo3LLC			\$25.25
ShalRo4Inc			\$20.75
SharAfRo			\$198.70
SharLe			\$793.92
ShawEIM			\$18.99
ShawJoM			\$93.04
SheaGrTr			\$17.72
ShееKeMa			\$72.09
ShefMaE			\$20.28
ShelCh			\$26.99
ShellnLLC			\$196.07
ShelLu			\$17.37
ShelYv N			\$22.71
ShepLo&E			\$10.95
ShepNoAn			\$23.49
SherEdH			\$127.92
SherJuL	169050		\$46.04
SherKePLE			\$43.23
SherRiL	206650		\$48.65
SherRu			\$26.81
SherTuEv			\$19.01
SherWiC	233750		\$46.05
ShinRoA			\$14.96
ShirTeB			\$15.65
ShogCl			\$22.40
ShorBeH			\$67.68

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
ShorHo			\$49.93
ShorWiDe			\$47.83
ShowVeM			\$217.35
ShubZe			\$64.60
ShutMa			\$15.82
SideRi&Vi			\$24.01
SiebBaFFLP			\$13.36
SiegAgTr			\$259.14
SiegIn			\$11.06
SigmKaHIn			\$2,165.50
SillIdCr			\$89.56
SimmBaATr			\$23.67
SimmRiL			\$23.54
SimoLi			\$69.11
SimpldGo			\$17.32
SimsBeL			\$38.83
SimsCa			\$61.20
SimsDeTi			\$40.14
SingOi			\$13.84
SiskJeL			\$16.72
SissTo&EJT			\$31.79
SittRoW			\$14.72
SixETCo			\$12.86
SixNoMa			\$72.83
SkelKa	170220		\$128.22
SKReIn			\$447.68
SkriWa			\$15.90
SladKaRvTr			\$15.25
SlagJoOI			\$12.83
SlatPaMa			\$12.53
SlimRoyLLC			\$13.39
SlocRC			\$34.50
SmalCaL			\$18.27
SmitAILT			\$164.78
SmitAN			\$46.34
SmitBeJ			\$21.03
SmitBrChJT			\$28.72
SmitCiC			\$98.39
SmitCoCEs			\$97.12
SmitDaKaJT			\$11.24
SmitDoL			\$11.31

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
SmitDoSa			\$21.56
SmitGeE			\$79.49
SmithBEst			\$112.84
SmitHeA			\$120.60
SmitJA			\$14.06
SmitJaFTr			\$11.38
SmitJane			\$52.21
SmitJeP			\$112.40
SmitJGr			\$11.41
SmitJo			\$12.83
SmitJoy			\$121.47
SmitKe&Iz			\$11.98
SmitKiBrH			\$12.66
SmitLD			\$18.08
SmitMcP			\$14.38
SmitMi			\$48.89
SmitQu			\$86.08
SmitRoC			\$50.33
SmitRoF			\$42.64
SmitWill	234570		\$239.46
SnavJi			\$123.14
SnavKaAn			\$28.41
SnodDa&El			\$16.32
SnowShKa			\$31.93
SnydDaC			\$25.64
SobeGaL			\$226.32
SomeDevInc			\$73.78
SonoIII LLC			\$18.15
SoonExDeCo			\$208.16
SoriJaSo			\$21.31
SorrCl			\$37.81
SoutALLW			\$675.43
SoutAu			\$15.13
SoutEnLLC	218540		\$993.86
SoutExLLC			\$115.29
SoutFoLo			\$26.97
SoutFr&Ca			\$21.26
SoutOkCoLC			\$333.51
SoutPoEnCo			\$68.71
SoutReIn			\$12.59
SoutRTE			\$675.43

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
SoutWOiGa			\$49.07
SpaiJaLe			\$22.57
SparReLLC			\$40.17
SpeaRa			\$15.26
SpecMaR			\$375.57
SpeeMy			\$14.15
SpeePeCo			\$14.93
SpelEdJoKa			\$13.20
SpelMiT	191140		\$531.67
SpelThE			\$33.77
SpenCIThJT			\$82.01
SpenDeCo			\$47.61
SpenLeJo			\$17.73
SpenShL			\$11.36
SpooPaL			\$16.21
SpraRa&Va			\$10.95
SpriEn			\$24.51
SpriReIn			\$80.33
SpurGPh			\$28.71
SpurReTr			\$21.28
SquiOi&Gal			\$158.12
SSGAELtd			\$159.93
StaaAIR	101100		\$35.97
StacESr&CA			\$18.17
StafTh			\$11.67
StafThL			\$11.04
StagReLLC			\$27.29
StalBeL			\$23.65
StanEnCo			\$46.80
StanFrW			\$16.53
StanLb			\$149.74
StanNaGW			\$37.26
StanTiL			\$32.52
StanVi			\$11.09
StarReAcLL			\$654.63
StarRi			\$95.60
StatKaL			\$12.41
StatPeILP			\$150.48
StatPeIn			\$67.27
StCIAa&EI			\$24.99
SteaCaFaLE			\$104.84

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
SteaRoA			\$18.41
SteeGeE			\$241.22
SteelOL			\$68.28
StegCo			\$24.13
StegWiA			\$59.08
SteiBr	113000		\$35.60
SteiBrIRA			\$18.56
SteiHeM			\$73.32
Steily			\$24.91
StephNoETr			\$66.69
StepMiln			\$433.95
StepPrCo			\$17.04
StepRo			\$20.19
StepRoLTr	209400		\$576.91
StepRoT			\$27.71
StepWiP			\$18.22
SterPrIn			\$151.24
StevAF			\$44.01
StevAnReTr			\$567.94
StevHL			\$24.75
StevJaA			\$537.34
StevRiR			\$70.79
StevRiWi			\$257.63
StevRoJ			\$42.53
StevTrEs			\$63.03
StewAle			\$54.32
StewGeInc			\$103.16
StigGaCo			\$496.69
StilRh			\$88.20
StinEl	136120		\$19.26
StipFrDEst			\$65.25
StitWiC			\$19.15
StoaOiCo			\$42.68
StocAr			\$110.27
StocMaPaJ			\$56.44
StodJOEs			\$20.49
StokPrCo			\$39.26
StolJaL			\$30.77
StonPaAEs			\$317.85
StorPaR			\$38.04
StoutCecE			\$176.36

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
StraAmEn			\$46.63
StraCaA			\$16.40
StraFrC			\$11.85
StrJrMJ&R			\$21.35
StroFe&Ju			\$11.29
StroRH&Le			\$14.39
StroYa&Gab			\$15.40
StuaCeFLiR			\$189.47
StuaCeFr			\$25.21
StudDo			\$35.67
SuggLiMA			\$38.32
SullAs			\$47.99
SullFaPa			\$75.11
SullJaRa			\$12.46
SumnHaWFO			\$15.66
SumpEm			\$110.71
SumpMaK			\$28.16
SundEnIn			\$159.89
SunnSIFaln			\$1,011.40
SunOp			\$339.14
SunSCo			\$418.10
SuraRo			\$70.31
SuttWiLP			\$18.98
SvobFa97Tr			\$291.45
SwadRoJu			\$94.01
SwafGrDiJT			\$33.90
SwaiRoJEst			\$32.08
SwanDa			\$132.10
SwanMo			\$13.48
SwarMeD			\$95.62
SweeJoF			\$21.09
SwisBiWaSw			\$165.01
SwofELi			\$45.26
SWPetrCo			\$55.68
SWPetrCoLP	218560		\$66.95
SWSeDaAd			\$30.94
SycaGaSy			\$615.72
SykeShDo			\$14.13
TabaHa			\$17.13
TabeFIBe			\$16.09
TackCI			\$81.71

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
TAGTeReLL	221790		\$538.87
TaliBNMaTr			\$15.23
TanEsZiHi			\$111.82
TankJoLFaT	168520		\$297.77
TankJOLTr			\$109.79
TannJo			\$36.10
TareExCo			\$16.45
TarpOilCo			\$25.69
TarReOKLLC			\$227.44
TateLoD			\$312.64
TateVaS			\$14.79
TaylAdR			\$425.44
TaylCaA			\$14.77
TaylErm			\$13.50
TaylKeR			\$609.27
TaylLaL			\$12.98
TaylRCILiT	203000		\$24.66
TaylRiD			\$610.34
TaylSaJr			\$18.38
TaylSoVo			\$14.31
TCCraiCo			\$21.02
TCMap1995			\$12.12
TeelRoL			\$178.35
TeicFrW	142720		\$17.27
TelfBaJ			\$13.67
TempEnLLC			\$3,683.87
TepePe			\$124.47
TerrLyG			\$32.80
TerrMi&GoR	191940		\$70.91
TerrNJe			\$71.71
TerRRoCorp	222600		\$14.78
TerrRoSu			\$19.32
TexSPr			\$531.28
TGCDOKGP			\$61.74
ThaiJeA			\$26.69
TharDoRa			\$55.74
TharSu			\$17.10
TheiRaE			\$325.28
ThelWZonTr			\$31.56
ThomBaJ			\$13.81
ThomBeM			\$564.78

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
ThomBi			\$11.01
ThomBo			\$120.10
ThomEL			\$761.82
ThomEt			\$48.68
ThomGaW			\$23.08
ThomHaS	150010		\$165.55
ThomHaSTr	150020		\$200.22
ThomJoM			\$187.52
ThomKeJaRT			\$45.27
ThomKeJuRT			\$93.06
ThomMeG			\$100.20
ThomNa			\$16.85
ThomRoBJr			\$39.33
ThorRi&To			\$26.59
ThorRiB			\$25.76
ThunELLC			\$51.24
ThymCo			\$22.52
TilfPi/Duk			\$37.98
TillJaM			\$11.03
TimmJeE			\$15.79
TimpRaM			\$24.95
TimWMuLLC	225390		\$10.89
TippLa			\$43.90
TitaFiLL			\$37.34
TLMPProLP			\$16.34
TLPEnLLC			\$232.23
TLWInvLLC			\$11.28
TMNReLLC			\$65.43
ToblDe			\$16.33
ToddLDWy			\$11.51
ToevWillF			\$23.05
TolaJa			\$10.81
ToleJoFEst			\$50.22
TonzWa			\$18.42
ToroInLLC			\$14.27
TownMaEst			\$903.40
TownWiR			\$1,196.94
TPGOrHoLP			\$13.52
TranAmRe			\$13.70
TranBi			\$21.56
TranCaEnMa			\$223.29

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
TrapFaRvTr			\$11.97
TrapGM LLC			\$10.80
TrauJA			\$24.65
TreeLaJ			\$67.44
TreeWaL			\$66.96
TrenEdW			\$186.88
TrenThG			\$186.88
TriaEn			\$6,863.82
TricJoE			\$17.42
TrigJa			\$15.02
TrigJoDTr			\$11.09
TrigMa			\$19.02
TrilOil LLC			\$594.10
TrimLIR			\$16.83
TripRe LLC			\$143.54
TripTReLP			\$16.52
TripWOiln			\$16.81
TriSoPeCo			\$159.90
TrotJeB			\$22.16
TrouRaCo			\$55.39
TrouSaCIJT			\$19.30
TrudVel			\$17.84
TrumExLL			\$125.42
TTLOiGas			\$27.81
TuckChS			\$57.44
TuckDoL			\$27.49
TulsEnPaLL			\$101.34
TulsRoCo			\$13.79
TurASkMJT			\$399.00
TurnFrALgT			\$12.71
TurnJoRCo			\$64.81
TwenThPoPl			\$12.16
TwisGaSe			\$16.46
UMCPeCo			\$28.18
UndeGuW			\$107.35
UndeJa	159660		\$420.26
UndeKe			\$14.21
UnitAsMeCh	227890		\$41.04
UnitSchChr			\$170.41
UplaExInc			\$108.19
USCanLP			\$12.24

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
USHouPtIII			\$24.09
UwudGo&Do			\$32.13
VahlMiRiTr	132450		\$577.99
VailGIFaTr			\$23.02
ValjMaMa			\$43.28
VancCIDa			\$49.43
VanceJe			\$17.19
VancThMTr			\$23.00
VandChL			\$13.77
VandHF&Ha			\$12.16
VandToA			\$25.51
VanHLyH			\$24.04
VargVe			\$16.50
VargVeVa			\$11.81
VarnPhM			\$13.50
VaudMa			\$85.50
VaughnGa			\$40.34
VaugLoLTr			\$108.70
VaugWaK			\$30.26
VedrStG			\$15.21
VenaDoG			\$11.43
VerdLaIn	228670		\$125.55
VernPa	197590		\$23.48
VernWC			\$13.40
VickViA			\$43.90
VictRoCoLL			\$32.44
VierOiGaCo			\$26.27
VierRaWIII			\$11.30
VierRaWJr			\$11.31
VillStA			\$13.04
VincDiF			\$481.32
VincLIAWTr			\$14.90
VineMaEl			\$11.49
VittKe			\$21.54
W4CaLL			\$908.28
WackSul	221070		\$266.53
WadeGrK			\$22.32
WadlGaB			\$83.06
WageHeMLiT			\$23.56
WaggJD			\$28.18
WaggTJIII			\$52.76

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
WagnGeE&GI			\$776.28
WahlHaAJr			\$208.40
WalkRiMi			\$12.21
WalkRo&EJ			\$15.36
WalkRo&Na			\$34.44
WalkRoBeJo			\$17.96
WallBaPJT			\$11.70
WallNoG			\$13.72
WallRaMa			\$17.73
WallReRaJT			\$12.68
WALResLLC	231110		\$13.21
WaltJoEIII			\$13.90
WaltJuW			\$16.65
WaMRvLgTr			\$11.71
WaPropLLC			\$70.08
WardBeRB			\$14.35
WardDoLiTe			\$54.40
WardEt			\$92.75
WardFaTr			\$18.30
WardJaE	156360		\$84.70
WardJoC			\$49.66
WardMyB			\$76.70
WardPe			\$544.14
WardThL			\$152.92
WardWiCy			\$11.22
WarnThJ			\$38.56
WarrElHo			\$10.77
WarrHoLLC			\$16.35
WarrMiA			\$106.77
WarrRiPa			\$41.50
WashLP90A			\$11.09
WashVeJ			\$52.99
WashYo			\$13.32
WateFrJ			\$11.59
WatkWaT			\$59.96
WatsHuD			\$14.14
WattDaR			\$526.68
WattWiD			\$526.57
WaylEaJoTr			\$76.05
WCTOpLLC			\$77.34
WCTReLL			\$368.79

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
WeavLeL			\$15.40
Webb03RLTr			\$27.82
WebbDoE			\$608.92
WebbJeLCaG			\$29.34
WebbJo&Ru			\$29.48
WebbPrInLt			\$17.16
WebsJa&Jo			\$12.39
WeemCo			\$45.97
WeigFrH			\$32.29
WeinStP			\$15.27
WeirFr			\$39.96
WelcDaCa			\$20.24
WelcGa			\$11.49
WeldMi			\$13.96
WellChK			\$22.03
WellHaWRTTr			\$12.10
WellRoN			\$16.84
WelPhW			\$13.74
WelsCW			\$12.43
WeltGe			\$12.89
Weneln			\$46.15
WentOpCo			\$66.84
WestCh			\$13.20
WestChH			\$17.96
WestDoE			\$23.47
WestEnDeCo			\$20.53
WestJColn			\$55.06
WestJiKaJT			\$43.35
WestKeVeMa			\$17.12
WestLeA			\$257.19
WestMaSu			\$24.79
WestMij			\$32.52
WestOiGaCo	232730		\$2,135.61
WestWCEst			\$19.31
WeyaMaJ			\$37.75
WFDOfCo			\$753.99
WhalBr			\$10.95
WhalFaT			\$70.36
WheaEmR			\$106.28
WheeAnC			\$21.03
WheeErF			\$19.92

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
WheeFrR			\$20.74
WheeJaE			\$88.07
WhiRiEnLLC			\$382.78
WhitBiN			\$47.56
WhitCyB			\$26.37
WhitFaTr			\$29.92
WhitGeL			\$19.08
WhitGerL			\$19.21
WhitGeRvTr	146010		\$26.05
WhitHaB			\$43.86
WhitInIn			\$198.62
WhitJe&Br			\$11.36
WhitJoAn			\$12.46
WhitLI			\$17.87
WhitMaC			\$45.48
WhitMaEst			\$36.51
WhitMG			\$25.11
WhitOaRoCo			\$105.46
WhitPa			\$15.98
WhitTh&Al			\$15.86
WhitWWTr	230730		\$11.67
WhorJCJr			\$106.59
WickHa&De			\$21.38
WiegFD			\$16.49
WilbRaL			\$11.21
WilcOrHe			\$17.75
WildBi			\$12.06
WildFaLP			\$26.79
WildOpCo			\$121.43
WildPaM			\$15.85
WildToJo			\$25.67
WileGaW			\$15.31
WileRuD			\$25.20
WilhEa	134360		\$68.79
WilhIA			\$15.32
WilhInc			\$13.99
WilkCaJWDB			\$13.37
WilkCIMBCW			\$19.53
WilkDeK			\$14.91
WilkDeLuNo			\$14.37
WilkJoL			\$25.02

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
WilkMaCO			\$12.43
WilkMaDa			\$158.33
WilkRo&No			\$13.26
WillChaB			\$13.03
WillDeD			\$11.84
WillDonA			\$14.78
WillEnCo			\$30.64
WillFaLtPt			\$20.19
WillFaO			\$25.29
WillFrEHoT	141560		\$48.42
WillGa&Ea			\$34.77
WillHeLi			\$17.51
WillHoDa			\$12.37
WillIdP			\$13.10
WillIdSEst			\$2,741.22
WillIs&Je	153610		\$189.94
WillIsAIII			\$31.85
WillIsAJr			\$33.91
WillJaLo			\$18.61
WillJH			\$26.90
WillKeD			\$25.13
WillLA&MJT			\$31.56
WillLaA			\$80.03
WillLoA			\$11.24
WillLuCTr			\$17.37
WillMiGe			\$42.26
WillNoJ			\$35.89
WillOiGaCo			\$451.36
WillRiG			\$710.87
WillRoE			\$16.62
WillRoLo			\$16.53
WillSaLiEs			\$39.45
WillStAr			\$14.42
WillTSpLLC			\$30.74
WillVe			\$197.52
WillVeTr			\$39.66
WillVKa			\$61.68
WilmJaPa			\$185.92
WilsBeF			\$11.61
WilsEr			\$12.72
WilsHe			\$43.64

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
WilsHeHK			\$23.09
WilswiJo			\$26.72
WinbGl			\$118.44
WindsEnGrI			\$16.95
WinkHa&Th			\$52.42
WinslrA			\$15.78
WintDo&MaN			\$229.33
WintKi			\$11.09
WintMa			\$64.11
WintMiJ			\$42.96
WintOpTr			\$41.23
WisbDoE			\$531.58
WiseBeGr			\$13.49
WiseFIW			\$121.29
WitcBeP			\$14.96
WittMaE			\$14.65
WittTe			\$43.16
WmMeeCo			\$135.17
WNOpCo			\$53.62
WolfBiJM			\$14.05
WongShShJT			\$20.99
WontIIRoy			\$117.06
Wood CyDav			\$16.72
WoodAnT			\$98.12
WoodBrD			\$12.65
WoodCoSa			\$13.88
WoodEdMALL			\$47.21
WoodExLLC			\$35.38
WoodHoLEst			\$731.95
WoodJeL			\$11.39
WoodLaMiTr			\$485.61
WoodLeJ			\$128.16
WoodRiA			\$263.62
WoodRiL			\$128.16
WoodRoThTr			\$33.01
WoolDo			\$11.75
WoolShMNa			\$261.01
WootCIYo			\$15.21
WootKa&Br			\$13.91
Wpi88PaLt			\$32.63
WrayThL			\$28.12

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
WrenMaJo			\$74.75
WrigAdTh			\$27.73
WrigAn&To			\$12.28
WrigBuRTr			\$326.46
WrigDeRo			\$14.29
WrigDoGE			\$24.91
WrigJeHi			\$375.46
WrigJJ			\$54.61
WrigShNo			\$16.90
WrigViL			\$11.29
WRJPrUGLLC			\$19.30
WrotWyEst			\$14.38
WWMartLL			\$21.51
WyatFrL			\$286.23
WyatLJaLgT			\$26.78
WyliMa			\$12.27
WynnCrCA			\$94.88
WynnCrPLTD			\$21.53
WynnJBry			\$27.84
WyseNa			\$69.60
WytexPrCo			\$51.41
XAECo			\$3,028.11
XanaExCo			\$17.98
YaleOiAsIn			\$264.19
YantCh&Pa			\$21.78
YoudEd			\$11.31
YoudHe			\$11.31
YoudHer			\$11.31
YoudLe			\$11.31
YoudWi			\$11.31
YounCaH			\$25.52
YounGrL			\$29.19
YounJaG			\$33.31
YounLtd			\$37.61
YounNiG			\$26.81
YukoTrCoLL			\$24.70
YutzVeA			\$12.45
ZachTe			\$24.65
ZebrOiGaLL			\$31.17
ZeidBrOGCo			\$146.89
ZenaHoLLC			\$13.54

McClintock v Continuum - Case No. 6:17-cv-00259-JAG
Estimated Net Settlement Amount to Class Members

<u>OwnerVendorID</u>	<u>Owner Code</u>	<u>Owner Code</u>	<u>Estimated Net Settlement to Class Members</u>
ZeneInc			\$21.33
ZephBaSLLC			\$23.43
ZerbJe			\$91.98
ZerbSt			\$106.94
ZimmOrLTr			\$128.35
ZugePrLLC			\$29.17
ZumwPeM			\$18.83
	162960		\$76.49
	200281		\$36.92

EXHIBIT 4

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

PAULA PARKS MCCLINTOCK,)	
)	
Plaintiff,)	
)	
v.)	Case No. 6:17-cv-00259-JAG
)	
CONTINUUM PRODUCER)	
SERVICES, L.L.C.,)	
)	
Defendant.)	
)	

**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 as follows:

1. I am the Chief Executive Officer of JND Legal Administration LLC (“JND”).¹

This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. JND is a legal administration services provider with headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action settlements.

3. JND is one of the leading legal administration firms in the country. JND’s class action division provides all services necessary for the effective implementation of class action

¹ All capitalized terms not otherwise defined herein shall have the meanings given to them in the Stipulation and Settlement Agreement dated August 20, 2019 (the “Settlement Agreement”), a copy of which was attached as Exhibit 1 to Plaintiff’s Memorandum of Law in Support of Plaintiff’s Motion to Certify the Settlement Class for Settlement Purposes, Preliminarily Approve Class Action Settlement, Approve Form and Manner of Notice and Set Date for Final Approval Hearing [Doc. No. 39-1].

settlements including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs, including through digital and social media platforms; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class action settlements. JND was recently approved as a vendor for the United States Securities and Exchange Commission (“SEC”) as well as by the Federal Trade Commission (“FTC”). We also have Master Services Agreements with various law firms, corporations, banks, and other government agencies, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 compliant by noted accounting firm Moss Adams. Finally, JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times*, and, most recently, the *New York Law Journal*, for excellence in class action administration.

4. The principals of JND, including myself, collectively have over 75 years of experience in class action legal and administrative fields. We have personally overseen some of the most complex civil settlements in the Nation, including: \$20 billion Gulf Coast Claims Facility; \$10 billion Deepwater Horizon BP Settlement; \$6.15 billion WorldCom Securities Settlement; \$3.4 billion Indian Trust Settlement (the largest U.S. Government class action ever); and \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement. As CEO, I am involved in all facets of JND’s operation, including monitoring the implementation of our notice and claims administration programs.

5. We are consistently called upon to handle some of the most complex settlements in the areas of antitrust, consumer, employment and securities matters, among others. In the past several months alone, JND has been appointed Notice Expert in the following matters: *Linneman, et al. v. Vita-Mix Corp.*, Case No. 15-cv-748 (S.D. Ohio); *In re Intuit Data Litigation*, Case No. 15-cv-1778-EJD (N.D. Cal.); *In re Broiler Chicken Antitrust Litigation*, Case No. 1:16-cv-08637 (N.D. Ill.); *McWilliams v. City of Long Beach*, Case No. BC361469 (Cal. Super. Ct.); *Granados v. County of Los Angeles*, Case No. BC361470 (Cal. Super. Ct.); *Finerman v. Marriott Ownership Resorts, Inc.*, Case No. 3:14-cv-1154-J-32MCR (M.D. Fla.); *Huntzinger et al. v. Suunto Oy et al.*, Case No. 37-2018-00027159-CU-BT-CTL (Cal. Super. Ct.); and *Dover v. British Airways, PLC (UK)*, Case No. 12-5567 (E.D.N.Y.).

6. Courts across the country, including this Court, have approved JND as claims administrator in other Class Action Settlements including, but not limited to: *Reirdon v. Cimarex Energy Co.*, No. 6:16-cv-00113-KEW (E.D. Okla.); *Reirdon v. XTO Energy, Inc.*, No. 6:16-cv-000087-KEW (E.D. Okla.); *Chieftain Royalty Co. v. XTO Energy, Inc.*, No. 6:11-cv-00029- KEW (E.D. Okla.); *Chieftain Royalty Co., et al. v. Marathon Oil Company*, No. 6:17-cv-00334- KEW (E.D. Okla.); *Cecil v. BP America Production Company*, No. 6:16-cv-00410-KEW (E.D. Okla.); *Fitzgerald Farms, LLC. v. Chesapeake Operating, Inc.*, No. CJ-10-38 (Beaver County District Court, State of Oklahoma); *Allagas v. BP Solar International, Inc.*, No. 3:14-cv-560-SI (EDL) (N.D. Cal.); *White v. Experian Information Solutions, Inc.*, No. 8:05-cv-1070-DOC (MLGx) (C.D. Cal.); *Skeen v. BMW of North America*, No. 2:13-cv-01531-WHW-CLW (D. N.J.); *EEOC v. Patterson-UTI Drilling Company LLC*, 1:15-cv-006000-WYD (D. Colo.); *Nozzi, et al., v. Housing Authority of the City of Los Angeles, et al.*, No. 2:07-cv-00380-PA-FFM (C.D. Cal.); *Andrea Brent v. Midland Funding, LLC, et al.*, No. 3:11-cv-

01332 (N.D. Ohio); and *Kissel v. Code42 Software, Inc., et al.*, No. SACV 15-1936-JLS (KES) (C.D. Cal.).

7. JND is serving as the Settlement Administrator in the above-captioned litigation pursuant to the 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 dated November 22, 2019. Dkt. No. 42.

CLASS MEMBER DATA

8. On December 6, 2019, JND received a spreadsheet from Class Counsel containing a total of 23,326 line items comprising owner information for individuals and entities identified as Class Members based on information provided by Defendants.

9. This Class Member data was promptly loaded into a database established for this Litigation, and 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. JND then verified the mailing addresses through the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database² to ensure that the mailing information reflected the most recent addresses for members of the Class. JND also researched any addresses that could not be verified via NCOA using a skip-tracing process in an attempt to locate an updated address. JND then removed 2,871 records from the mailing list for which no valid mailing address was available, resulting in a total of 20,455 potential Class Members with a mailing address (“Class Mailing List”).

² The NCOA database is the official USPS technology product, which makes change 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 in the database for 48 months.

NOTICE MAILING

10. On December 4, 2019, JND caused the Short Form Notice to be mailed via first-class regular mail using the USPS to the 20,455 Class Members in the Class Mailing List. A copy of the mailed Notice is attached hereto as **Exhibit A**.

11. In the event any Class Member's Short Form Notice is returned as undeliverable, JND will use all reasonable secondary efforts to deliver the Short Form Notice to such Class Member. This includes re-mailing any Short Form Notice returned as undeliverable with a forwarding address and sending Short Form Notice returned undeliverable without a forwarding address through a skip tracing process 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.

12. As of the date of this Declaration, JND had received 67 Short Form Notice returned as undeliverable at the address provided and was able to locate a new address for eleven of the returned Short Form Notices. JND duly re-mailed the Short Form Notice to these addresses and also forwarded one Short Form Notice to an address provided by USPS.

13. JND also received three requests for a mailed copy of the Long Form Notice, and duly mailed the Long Form Notice to the requesting individuals.

PUBLICATION NOTICE

14. JND caused the Summary Notice to appear in the publications listed below on the dates indicated:

Publication	Publication Date
<i>Daily Ardmoreite</i>	12/18/2019
<i>Fairview Republican</i>	12/19/2019

<i>Hughes County Tribune</i> ³	12/19/2019
<i>McAlester News-Capital</i>	12/18/2019
<i>The Oklahoman</i>	12/18/2019
<i>Tulsa World</i>	12/18/2019

Copies of the Summary Notice as they appeared in each edition of the paper are attached as **Exhibit B**.

WEBSITE

15. On December 13, 2019, JND established a dedicated informational website (www.mcclintock-continuum.com), which hosts copies of important case documents, including the Stipulation and Agreement of Settlement and the Long Form Notice, provides answers to frequently asked questions, and provides Class Members with contact information for mail or e-mail contact. As of the date of this Declaration, the settlement website has tracked 191 unique users who registered 743 views. A single visitor to the website can register multiple views.

TOLL-FREE NUMBER

16. On December 13, 2019, JND established a toll-free telephone number (1-855-961-0954) 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. As of the date of this Declaration, JND had received a total of 106 telephone calls on the toll-free number and handled 42 live calls.

³ Formerly known as the *Holdenville Tribune*.

REQUESTS FOR EXCLUSION

17. The Notice of Settlement directed that any Class Member who wanted to exclude themselves from the Settlement could do so by submitting a notarized written statement to the Court, Plaintiff's Counsel, Defendant's Counsel, and the Settlement Administrator, filed and received no later than 5:00 p.m. CT on January 29, 2020.

18. As of the date of this Declaration, JND has received two requests for exclusion. A list of the Class Members requesting exclusion is attached hereto as **Exhibit C**.

OBJECTIONS

19. The Notice of Settlement directed that any Class Member who wanted to object to any part of the Settlement could do so by sending a written statement to the Court, Plaintiff's Counsel and Defendant's Counsel stating that they object to the Settlement and detailing the basis for their objection, filed and received no later than 5:00 p.m. CT on January 29, 2020.

20. As of the date of this Declaration, JND has not received any objections to the proposed Settlement.

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

Executed on January 15, 2020, at Seattle, Washington.

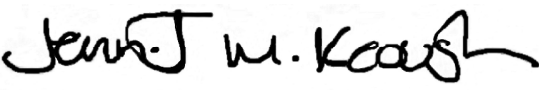
By: 
Jennifer M. Keough

Exhibit A

McClintock-Continuum Settlement Administrator
c/o JND Legal Administration
PO Box 91349
Seattle, WA 98111

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

If You Have Received a Payment from Continuum Producer Services or Unimark for Production from Oil and Gas Well in Oklahoma, You Could Be a Part of a Proposed Class Action Settlement.

LIST ID:

Who Is Included?

You are a member of the Settlement Class if you received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma more than two (2) months after the end of the month within which the production was sold and whose payments did not include the full amount of the interest owed thereon. The Class has been preliminarily approved for settlement only. There are exclusions.

There is a proposed Settlement in a putative class action lawsuit filed against Continuum Producer Services, L.L.C., f/k/a Unimark L.L.C. ("Defendant") called *McClintock v. Continuum Producer Services, L.L.C.*, Case No. 6:17-cv-00259-JAG, in the U.S. District Court for the Eastern District of Oklahoma. The Lawsuit claims Defendant failed to pay statutory interest on payments made outside the time periods of the Production Revenue Standards Act ("PRSA") for oil and gas production proceeds from wells in Oklahoma. Plaintiff has asserted claims for breach of the PRSA, fraud, accounting/disgorgement, and injunctive relief, and seeks actual and punitive damages. 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 \$900,000 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. Plaintiff's Counsel will seek attorneys' fees up to \$300,000, reimbursement of litigation expenses up to \$20,000, and Administration, Notice, and Distribution costs up to \$110,000, all to be paid from the Settlement. Plaintiff will seek a contribution award of up to \$2,500 from the Settlement.

What are my legal rights?

You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by **January 29, 2020**. 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 **January 29, 2020**, 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 **February 12, 2020** at 9:00 a.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 N. 5th St., Muskogee, Oklahoma 74401. You are not required to attend the hearing, but you or your lawyer may do so if you wish.

THIS IS ONLY A SUMMARY. TO GET A COPY OF THE ENTIRE NOTICE OR FOR MORE INFORMATION, CALL TOLL-FREE 1-855-961-0954 OR VISIT WWW.MCCLINTOCK-CONTINUUM.COM.

Exhibit B

**Southern
Oklahoma's
Greatest Newspaper!**

**The
Ardmoreite**

CLASSIFIEDS

EMAIL US! classmanager@ardmoreite.com

Directory

GARAGE SALES
Garage Sales
050-070

Announcements
100-165

Help Wanted
200-250

Real Estate
500-550

Miscellaneous
600-650

Legal
700-750

Pets
750-780

Agricultural
800-850

Transportation
900-970

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Garage Sales
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Regular Line Ads
\$17.91 for 3 days.

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14 days \$20
21 days \$30
28 days \$40

TOPJOBS
7 days \$25
14 days \$50
21 days \$75
30 days \$100

Monster
30 days \$75

**All appear on the front
page of the online
edition of The Daily
Ardmoreite
& all story pages**

Mailing Address
PO Box 1328
Ardmore, OK 73402

•DEADLINES•
MON......Friday @ 2pm
TUES......Monday @ 2pm
WED......Tuesday @ 2pm
THURS......Wed @ 2pm
FRI......Thursday @ 2pm
SUN......Friday @ 2pm

Garage Sales 050-070


Ardmore NE Area.....	051
Ardmore NW Area.....	052
Ardmore SE Area.....	053
Ardmore SW Area.....	054
Dickson.....	055
Gene Autry.....	056
Lone Grove.....	057
Marietta.....	058
Plainview Area.....	059
Springer.....	060
Wilson.....	061
Garage Sales (other loc.).....	065
Auction/Estate Sales.....	070

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LITTLE
SAVE-A-LOT**



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Warehouse



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Serving others is our mission. Make it yours.

LEGAL NOTICE

If You Are or Were Paid by Continuum Producer Services or Unimark Proceeds from an Oklahoma Oil and Gas Well, You Could Be Part of a Proposed Class Action Settlement

The Settlement Class Includes:

All non-excluded persons or entities who received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma more than two (2) months after the end of the month within which the production was sold and whose payments did not include the full amount of the interest owed thereon.

The persons or entities excluded from the Settlement Class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) publicly traded oil and gas companies and their affiliates; (3) persons or entities that Plaintiff's Counsel may be prohibited from representing under rule 1.7 of the Oklahoma Rules of Professional Conduct, including but not limited to Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives and any related trusts; and (4) officers of the court.

The lawsuit *McClintock v. Continuum Producer Services, L.L.C.*, Case No. 6:17-cv-00259-JAG (E.D. Okla.) claims Continuum Producer Services, L.L.C., formerly known as Unimark L.L.C. ("Defendant") failed to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, et seq. (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. Defendant denies all liability but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court did not decide which side is right.

On November 22, 2019, the Court preliminarily approved a Settlement in which Defendant has agreed to pay \$900,000 in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct reasonable Plaintiff's Attorneys' Fees, Litigation Expenses, a Case Contribution Award, settlement Administration, Notice, and Distribution Costs, certain money attributable to Class Members who are excluded from the Settlement Class, and other costs approved by the Court. The remainder of the fund (the "Net Settlement Fund") will be distributed to eligible Class Members based on a variety of factors, including: the amount of statutory interest allegedly owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA. 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.

Auction/Estate Sale. . . 070

3rd Avenue Flea Market
Now Open Friday & Saturday
Over 5300 SF
Indoor - Outdoor Space
100 3rd Ave. NE
Vendor Space Available
Call for details
465-5355

ANNOUNCEMENTS 100-165

Business Opportunity.....	110
Education Instruction.....	115
Health & Beauty.....	120
Lost & Found Items.....	125
Misc. Services.....	130
Personal Loans.....	145
Personals.....	145
Storage.....	155
Tickets/Travel.....	160

Thank you for reading The Ardmoreite! Questions or Comments? 580-223-2200

Misc. Services. 130

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★ Coins ★ Diamonds
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Reader Notice: This newspaper will never knowingly accept any advertisement that is illegal or considered fraudulent. If you have questions or doubts about any ads on these pages, we advise that before responding or sending money ahead of time, you check with the local Attorney General's Consumer Fraud Line and/or the Better Business Bureau. Also be advised that some phone numbers published in these ads may require an extra charge. In all cases of questionable value, such as promises or guaranteed income from work-at-home programs, money to loan, etc., if it sounds too good to be true -- it may in fact be exactly that. This newspaper cannot be held responsible for any negative consequences that occur as a result of you doing business with these advertisers. Thank you.

HELP WANTED 200-250

General.....	201
Care Serv. (Child/Adult).....	205
Education.....	210
Food Services.....	220
Sales.....	225
Trades.....	228
Professional.....	230
Medical.....	240
Truck Drivers.....	250

Classifieds: Your Staffing Tool!!

Personals. 145

Medical. 240

REAL ESTATE 500-550

Apts for Rent Furn.....	505
Apts for Rent Unfurn.....	506
Bus Property for Rent.....	510
Bus Property for Sale.....	512
Businesses for Sale.....	514
Condo/Townhms for Rent.....	515
Condo/Townhms for Sale.....	516
Duplexes for Rent.....	520
Duplexes for Sale.....	521
Farms for Sale.....	524
Houses-Rent/Lease Furn.....	525
Houses-Rent/Lease Unfurn.....	526
Houses for Sale.....	530
Land for Lease.....	533
Land for Sale.....	536
Land Wanted to Lease.....	538
Real Estate Wanted to Buy.....	539
Manufactured Homes-Rent.....	540
Manufactured Home-Sale.....	541
Mobile Hm Spaces-Rent.....	542
Houses Wanted to Rent/Lease.....	548
OfficeSpace for Rent/Lease.....	550

Apts. for Rent Unfurnished 506

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MOVE IN SPECIAL \$75 OFF
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2/2-\$525-\$575
3/2-\$610-\$700
Plainview ISD

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1Bd/1Ba. in Madill.
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Houses for Rent Lease Furn. 525

2Bd/1Ba. \$725 mo. \$600 dep.
Close to schools.
Call for info
580-222-9616.

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\$700 mo. 580-465-3155.

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FOR MORE INFO CALL
1-888-815-2672

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Houses for Rent/Lease Unfurn. 526

BLIND BOX ADS
For prompt forwarding of your Blind Box reply - please address your envelope as follows:
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Ardmore, OK 73402
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No Pets, 226-9293 or 226-5634.

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Stove, REF, DW, \$900
+Dep. 504-0196.

714 A St. N.E. 2/1,
stove, DW, REF, \$800 +
Dep. 504-0196.

915 Hargrove 3/1, Stove,
DW, REF, \$800 + Dep.
504-0196.

Country, but close in,
partially furnished, bills paid, cellar, shade trees. No pets or smoking. Call 580-465-0277.

N.E. location. 3Bd, lg yard, 603 7th N.E. \$495 mo. \$395 dep. 223-6105.

Manuf. Homes for Rent 540

Double Wide for rent,
3Bd/2Ba , home office, Lone Grove 465-3155.

Mobil home for rent,
3Bd/2Ba, \$750 mo. Lone Grove, 465-3155.

Manuf. Homes for Sale 541

2018 Solitaire, 2Bd/2Ba
for sale. Appt. only. Asking \$30,000. 580-276-7498.

Office Space for Rent/Lease Unfurn. 550

PUBLISHER'S NOTICE
All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise "any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

Equal Housing Opportunity

MISCELLANEOUS 600-640

Appliances.....	606
Building Materials.....	609
Collectibles.....	612
Electronics.....	615
Firewood.....	618
Furniture.....	621
Good Things to Eat.....	623
Lawn & Garden.....	626
Misc. Merchandise Items.....	629
Musical.....	632
Sporting Items.....	635
Wanted to Buy.....	638

Legals 700-740

Invitation to Bid.....	710
Legals.....	720
Oil/Mineral Rights.....	730
Public Notice.....	740

Invitation to Bid. 710

No. 30098
Byford Storage, Inc., 3705 Harvey Rd., Ardmore, OK, will have auction on units listed. Date and time to be published prior to sale.

Rubye Mcmillan
LG126
7267 Meridian Rd
Ardmore OK 73401
Jared Harris
A8/11 RD
420 Golden Drive
Ardmore OK 73401
Julia Thornton
H13 RD
11207 N.
Pennsylvania
Apt 205
Oklahoma City, OK 73120
Stacy Ashley AR923
PO Box 276
Springer OK 73458
Danita Mallett EW50
5601 Bermuda Dr
Kingston OK 73439
Bessie Harris AR966
24134 N Private
3235 Dr
Pauls Valley OK 73075
Sharon Piggee AR888
508 12th SE
Ardmore OK 73401
Angela McGuire A1
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Did you know you can advertise online on The Ardmoreite Top Ads board for only \$10 more a week?

Call 221-6590 for more info.

EARLY DEADLINES FOR CHRISTMAS & NEW YEARS
The Ardmoreite office will be closed Wednesday, Dec. 25 and Wednesday, Jan. 1, in observance of Christmas and New Years.

EARLY DEADLINES FOR LINE ADS:
Tuesday, Dec. 24 and Wednesday, Dec. 25 will be Friday, Dec. 20 at 4:00PM.
Thursday, Dec. 26 will be Monday, Dec. 23 at 4:00PM.

Tuesday, Dec. 31 and Wednesday, Jan. 1 will be Friday, Dec. 27 at 4:00PM.
Thursday, Jan. 2 will be Monday, Dec. 30 at 4:00PM.

EARLY DEADLINES FOR DISPLAY ADS:
Tuesday, Dec. 24 and Wednesday, Dec. 25 will be Friday, Dec. 20 at 4:00PM.
Thursday, Dec. 26 will be Monday, Dec. 23 at 4:00PM.

Tuesday, Dec. 31 and Wednesday, Jan. 1 will be Friday, Dec. 27 at 4:00PM.
Thursday, Jan. 2 will be Monday, Dec. 30 at 4:00PM.

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Veterans
Call Now!
800-975-0056

(Published in the Fairview Republican December 12th and December 19th, 2019)

NOTICE OF APPLICATION TO USE GROUNDWATER

Brent Arthur Wedel of 45411 S. County Road 266, Ringwood, OK 73768 has filed an application, #2018-572, with the Oklahoma Water Resources Board (Board) for a permit to use 143 acre-feet of groundwater per year. The groundwater is proposed to be used for the following: (1) irrigation use; and (2) mining use - drilling and primary completion of oil & gas wells. The water will be taken from 119 acres located as follows: 80 acs. in the N2 SE and 39 acs. in the SE NE of Section 28, T22N, R10WIM, Major County. The water is to be withdrawn from five (5) wells located as follows: two in the NE NW SE and one each in the NE NE SE, SW SE NE and the center of the E2 E2 of same Section 28, and used in Major County, Oklahoma, as more specifically described in the application. Use of groundwater is governed by Sections 1020.1 and following of Title 82 of the Oklahoma Statutes and rules of the Board, Oklahoma Administrative Code (OAC), Title 785, Chapter 30.

Protests to the application must be in writing and received by the Board at the address listed below and by the applicant at the address listed above no later than January 6, 2020, and contain the following: (1) name, address, and telephone number of the interested person; (2) the particular application number to which the protest relates; (3) specific information to show how approval of the application proposed may directly and adversely affect legally protected interests of the person filing the protest; and (4) a statement of the relief sought by the interested person. A person who sends a letter containing only a general objection or comment will not be deemed to be a party, but the letter will be made part of the permanent record.

If a protest that meets the requirements listed in the paragraph above is filed with both the applicant and Board, a hearing on this application will be scheduled and the applicant and protestant(s) will be advised of the hearing date. Protestants or their representatives must appear at the hearing and present the protest to be considered. Hearings are governed by Section 309 of Title 75 and Section 1020.8 of Title 82 of the Oklahoma Statutes, and the rules of Board, OAC Title 785, chapters 4 and 30. If you have any questions, please contact Mary Nell Brueggen at (405) 530-8800. Board mailing address: Oklahoma Water Resources Board, Planning & Management Division, 3800 N. Classen Blvd., Oklahoma City, OK 73118-2881. Board fax number: (405) 530-8900.

(Published in the Fairview Republican December 12 and 19, 2019)

**NOTICE OF APPLICATION TO AMEND EXISTING PRIOR RIGHT TO USE GROUNDWATER
PRIOR RIGHT NUMBER 1972-215**

Notice is hereby given that Brent Arthur Wedel, 45411 S. County Road 266, Ringwood, OK 73768, under the authority given in the Oklahoma State Law, Title 82 § 1020.7, has filed an application with the Oklahoma Water Resources Board, pursuant to Board rules, to amend groundwater prior right #1972-215. Currently the prior right authorizes the withdraw and use of 95 acre-feet of groundwater from two wells for the irrigation of 100 acres located in the S2 SE NE and N2 SE of Section 28, T22N, R10WIM, Major County. The application requests to change the use to include the following purposes: (1) irrigation use; and (2) mining use - drilling and primary completion of oil & gas wells. In addition, the application requests the deletion of the two authorized wells and the addition of five (5) wells located as follows: two in the NE NW SE and one each in the NE NE SE, SW SE NE and center of the E2 E2 of Section 28, T22N, R10WIM, Major County. This will bring the total number of wells for this permit to five (5). All other aspects of the permit remain the same. Use of groundwater is governed by Sections 1020.1 and following of Title 82 of the Oklahoma Statutes and rules of the Board, Oklahoma Administrative Code (OAC), Title 785, Chapter 30.

Protests to the application must be in writing and received by the Board at the address listed below and by the applicant at the address listed above no later than January 6, 2020, and contain the following: (1) name, address, and telephone number of the interested person; (2) the particular application number to which the protest relates; (3) specific information to show how approval of the application proposed may directly and adversely affect legally protected interests of the person filing the protest; and (4) a statement of the relief sought by the interested person. A person who sends a letter containing only a general objection or comment will not be deemed to be a party, but the letter will be made part of the permanent record.

A hearing on this application will be scheduled and the applicant and protestant(s) shall be advised of the hearing date upon receipt of a proper protest. Contesting parties or their representatives must appear at the hearing and present the protest in order that it may be considered. Hearings are governed by Section 309 of Title 75 and Section 1020.8 of the Title 82 of the Oklahoma Statutes, and the rules of the Board, OAC Title 785, chapters 4 and 30. If you have any questions, please contact Mary Nell Brueggen at (405) 530-8800. Board mailing address: Oklahoma Water Resources Board, Planning and Management Division, 3800 N. Classen Blvd., Oklahoma City, OK 73118-2881. Board fax number: (405) 530-8900.

(Published in the Fairview Republican December 12th and December 19th, 2019)

**IN AND FOR THE DISTRICT COURT OF PITTSBURG COUNTY STATE OF OKLAHOMA
Case No. PG-2019-35**

IN THE MATTER OF THE GUARDIANSHIP OF OFELIA C. ASHBY, a partially Incapacitated person.

NOTICE OF SALE OF REAL AND PERSONAL PROPERTY

Notice is hereby given that, in pursuance of an Order of the District Court of Pittsburg County, Oklahoma, made on December 6, 2019, in the above captioned case, the Guardians of the partially incapacitated ward herein will sell at Public Auction to the highest bidder, subject to confirmation of said Court, on the 9th day of January 2020 at 10:00 am at 506 North 12th Avenue, Fairview, Oklahoma 73737, all right, title, interest in the estate of the partially incapacitated ward herein, and all right, title and interest that the Guardians of the Estate have, by operation of law, or otherwise, acquired in and to all real and personal property, situate in the County of Major, State of Oklahoma, described as:

Lot 3 in Block 1 in Cornelson's First Addition, Fairview, Oklahoma
2008 Chevy Pickup VIN #1GCCS149088157305
2015 Ford Explorer VIN #FM5K8F8XFGB89702
Misc. Household Furniture, Appliances, Bedding and TVs

Said sale will be for cash subject to confirmation by the District Court of Pittsburg County, State of Oklahoma.

Dated this 6th day of December, 2019.

/s/ J. Michael Miller
J. Michael Miller, #16596
Attorney at Law, PLLC
323 1/2 E. Carl Albert Parkway
McAlester, Oklahoma 74501
918/423-2300

(Published in the Fairview Republican December 12th and December 19th, 2019)

**IN THE DISTRICT COURT OF MAJOR COUNTY STATE OF OKLAHOMA
PB-2019-22**

In the Matter of the Estate of MICHAEL C. CONNELLY, aka M.C. CONNELLY, Deceased.

AMENDED NOTICE AND ORDER FOR HEARING FINAL DISTRIBUTION OF ESTATE

NOTICE IS HEREBY GIVEN, that Jon R. Ford, Personal Representative of the Estate of Michael C. Connelly deceased, has filed his Petition for Ancillary Decree of Distribution, Approval of Fees, Costs and Expenses, and, Discharge of Personal Representative; and, the Court FINDS that the Petition should be set for hearing.

IT IS ORDERED that the 6th day of January, 2020 at 10:00 a.m., in the District Court Room, Fairview, Major County, Oklahoma, be fixed as the time and place for hearing thereof, when any person interested in the estate may appear and contest the same as provided by law.

DATED this 10th day of December, 2019.

Timothy Haworth
Judge of the District Court
APPROVED:
Jon R. Ford, OBA #3024
201 N. Grand Street, Suite 400
Enid, Oklahoma 73701
Office: 580.234.0253
Fax: 580.234.0256
E-mail: jon@jfordlaw.com
Personal Representative

(Published in the Fairview Republican December 19, 2019)

**IN THE DISTRICT COURT OF MAJOR COUNTY STATE OF OKLAHOMA
PB-2019-51**

In the Matter of the Estate of DALE L. BEATY, Deceased.

NOTICE OF HEARING PETITION FOR PROBATE OF THE LAST WILL AND TESTAMENT, APPOINTMENT OF CO-PERSONAL REPRESENTATIVES, ISSUANCE OF LETTERS TESTAMENTARY, REQUEST FOR ADDITIONAL TIME TO FILE INVENTORY, AND DETERMINATION OF HEIRS, DEVISEES AND LEGATEES

Notice is hereby given to all persons interested in the Estate of DALE LEE BEATY, Deceased, that on the 6th day of December, 2019, CINDY BEATY, MECHELL D.

(Published in the Fairview Republican December 19, 2019)
The Board of County Commissioners met in the office of the County Clerk on December 9, 2019, with Haworth, Schlotthauer, Darr & Kathy McClure, County Clerk present. Minutes of the December 2, 2019, Meeting were approved.

Real Property Rental Contracts were signed with Bethlehem Experience & Autumn Gulliford.

Resolution Directing Disposition of Funds was signed for \$639.92 from Cimarron Electric Cooperative to 1102-6-4200-4110.

Transfer of Appropriations was signed transferring \$96.00 from 1102-6-4300-2005 to 1102-6-4200-2005.

Resolution Disposing of Equipment was signed disposing of Dell Opti Plex 380 CPU Query Station #H604.78 for Assessor.

Sick Leave Donation was approved.

Schlotthauer moved, Darr seconded to enter into Executive Session pursuant to 25 Oklahoma Statutes, Section 307(B) 2 discuss hiring of Major County Emergency Management Position. Aye: Haworth, Schlotthauer, Darr. Nay: None.

Schlotthauer moved, Darr seconded to return from Executive Session. Aye: Haworth, Schlotthauer, Darr. Nay: None.

No Action was taken on Executive Session.

Courthouse Improvements were discussed.

Monthly Report was signed for Court Clerk.

Monthly Blanket Purchase Orders & Claims were filed for Payment. Purchase Orders #300, #301, #579, #1777 & #1780 were cancelled.

CH Maint-ST 43, A To Z Flooring, 3114.18, Carpet & Installation; 44, Boehs Building, 208.21, Supplies

Extension-ST 35, T Gosney, 374.40, Travel

Fair Improve-ST 115, Fairview Utilities, 647.93, Utilities; 116, Boehs Building, 91.98, Supplies

General 464, TM Consulting, 119.98, Supplies; 465, D Rogers, 132.24, Travel; 466, Fairview Utilities, 2509.80, Utilities; 467, Pioneer, 607.70, Maintenance; 468, GTP, 273.91, Tower

Health 52, Orkin, 87.78, Pest Control

Highway 850, Flaming Auto, 707.34, Parts; 851, Western Equipment, 44.46, Parts; 852, NW Tech, 30.00, Class; 853, Unifirst, 729.32, Uniforms; 854, Sunbelt, 10544.80, Pipe; 855, Hillark, 922.66, Parts; 856, NW Tech, 60.00, Training; 857, Security Nat'l Bank, 1799.98; 858, SNB Bank, 2243.90; 859, Community Nat'l Bank, 1462.00; 860, Cleo State Bank, 451.42; 861, SNB Bank, 1769.03, All Lease Purchase; 862, OSU-CTP, 80.00, Registration; 863, Martens Machine, 475.90, Repairs; 864, NW Tech, 30.00, Class; 865, Four J's Tire, 227.00, Tires; 866, Cimarron Electric, 208.85, Utilities; 867, Major County Rural Water, 40.80, Water; 868, Ewald's, 45.00, Repairs; 869, U.S. Gypsum, 12684.88, Rock; 870, Fairview Utilities, 67.31, Utilities; 871, Munn Supply, 140.00, Supplies; 872, U.S. Gypsum, 3174.50, Rock; 873, Community Nat'l Bank, 2321.13; 874, Community Nat'l Bank, 2401.68; 875, Community Nat'l Bank, 1939.74; 876, SNB Bank, 2282.95, All Lease Purchase; 877, U.S. Gypsum, 10528.01, Rock; 878, Ewald's, 740.70, Tires; 879, Ewald's, 876.60, Tires; 880, B&B Sanitation, 189.72, Service; 881, Cimarron Electric, 314.89, Utilities; 882, Fuelmaster, 1175.00, Fuel; 883, John Deere, 1506.72; 884, SNB Bank, 2167.76; 885, SNB Bank, 2147.51; 886, SNB Bank, 2768.06; 887, SNB Bank, 2167.76; 888, SNB Bank, 2147.51, All Lease Purchase

Rural Fire-ST 59, Orion Rural Fire, 1677.18, Reimbursement; 60, GTP, 328.69, Tower

Sheriff-ST 327, OSU-CTP, 40.00, Registration; 328, O-Reilly's, 477.38, Parts SH Svc Fee 36, TH Rogers, 18.58, Materials; 37, Kidd Drug, 95.84, Prescriptions; 38, Advanced Water, 92.80, Water; 39, Fairview Utilities, 33.38, Utilities; 40, Circle B, 99.89, Maintenance; 41, Suddenlink, 55.95, Cable; 42, Cimarron Electric, 119.67, Utilities; 43, Integrity Steel, 2499.60, Maintenance

Schlotthauer moved, Darr seconded to adjourn. Aye: Haworth, Schlotthauer, Darr. Nay: None.

ATTEST: BOARD OF COUNTY COMMISSIONERS

Kathy McClure, Major County Clerk

John Haworth, Chairman
Kent Schlotthauer, Vice Chairman
Travis Darr, Member

SANDER, and CONNIE RANDALL filed with this Court an instrument purporting to be the Decedent's Last Will and Testament, and has also filed with this Court, a Petition requesting that this Court enter an order a) establishing and admitting to Probate, the Last Will and Testament described in Paragraphs 2 and 3 of this Petition; b) appointing CINDY BEATY, MECHELL D. SANDER, and CONNIE RANDALL as the Co-Personal Representatives of the Decedent's Estate, to serve without bond; c) issuing Letters Testamentary to CINDY BEATY, MECHELL D. SANDER, and CONNIE RANDALL as Co-Personal Representatives; d) granting request for additional time (six (6) months) to file an Inventory of the Estate, making the same due on or before June 30, 2020; and e) determining the heirs at law, devisees and legatees of the Decedent.

Pursuant to an Order of this Court made on the 6th day of December, 2019, notice is hereby given that on the 30th day of December, 2019 at 11:00 o'clock a.m., the Court will hear said Petition in the District Court Room in the Courthouse at Fairview, Major County, Oklahoma, when and where all persons interested may appear and contest the same.

/s/ Timothy Haworth

JUDGE OF THE DISTRICT COURT
Sam L. Stein, Esq., OBA# 012498
LAW OFFICE OF SAM L. STEIN, P.L.L.C.

305 South Grand / P.O. Box 223
Cherokee, OK 73728

Tel: (580) 596-3000
Fax: (580) 596-3004
Email: sstein@steinlaw-ok.com

ATTORNEY FOR THE PETITIONERS

(Published in the Fairview Republican December 19 and 26, 2019)

**IN THE DISTRICT COURT OF MAJOR COUNTY STATE OF OKLAHOMA
NO. PB-2019-33**

In the Matter of the Estate of Cam M. Steele a/k/a Cam Monroe Steele II, deceased.

NOTICE OF HEARING FINAL ACCOUNT, PETITION FOR DETERMINATION OF HEIRS, AND FOR DISTRIBUTION AND DISCHARGE

Notice is hereby given that Wah-Leeta Steele, Personal Representative of the Estate of Cam M. Steele a/k/a Cam Monroe Steele II, deceased having filed in this Court her Final Account of the administration of said estate and her Petition for Determination of Heirs and for Distribution of said estate, and for Final Discharge of said Personal Representative, the hearing of the same has been set by the Court for the 15th day of January, 2020 at 11:15 o'clock a.m., at the Courtroom of said District Court in the County Courthouse at Fairview, Major County, Oklahoma, and all persons interested in said estate are notified then and there to appear and show cause, if any they have, why the said account should not be settled and allowed, the heirs of the said Cam M. Steele a/k/a Cam Monroe Steele II, Deceased, determined, said estate distributed, and the Personal Representative discharged.

DATED this 11 day of December, 2019.

/s/ Timothy Haworth
Judge of the District Court
John W. McCue II, OBA No. 5936
Attorney at Law
P.O. Box 503 - 118 E. Broadway
Fairview, OK 73737
(580) 227-3939

(Published in the Fairview Republican December 19, 2019)

**BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA
Cause CD No. 201905773**

APPLICANT: COMANCHE EXPLORATION COMPANY, L.L.C.
RELIEF SOUGHT: MODIFICATION OF ORDER NOS. 321610 AND 323581

LEGAL DESCRIPTION: ALL OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 14 WEST, MAJOR COUNTY, OKLAHOMA

NOTICE OF HEARING

STATE OF OKLAHOMA TO: All persons, owners, producers, operators, purchasers and takers of oil and gas and all other interested persons, particularly in Major, Oklahoma, and more particularly Anngood, Inc.; Anngood, Inc.; B. H. Investments; B. H. Investments; Bank of Oklahoma, N.A., Successor Trustee of the Maud Clare Sorenson Trust under Agreement dated 11/11/1955; B. H. Richards and/or the Heirs, Successors, and Assigns, whether known or unknown, of B. H. Richards; B. H. Richards and/or the Heirs, Successors, and Assigns, whether known or unknown, of B. H. Richards; B. H. Richards and/or the Heirs, Successors, and Assigns, whether known or unknown, of B. H. Richards; B. H. Richards and/or the Heirs, Successors, and Assigns, whether known or unknown, of B. H. Richards; Brogden Farms, L.L.C.; Chaco Energy Company; Chesapeake Exploration, L.L.C.; Chess Oil Properties, LLC; Clifford V. Coons and/or the Heirs, Successors, and Assigns, whether known or unknown, of Clifford V. Coons; Dane & Associates Electric Company; Dane Electric Co., Inc.; Delma De Young Coons and/or the Heirs, Successors, and Assigns, whether known or unknown, of Delma De Young Coons; Francine Louise McRoberts; Gaddis-Walker Electric, Inc.; Gallaspy Oil Properties, LLC; Gregg E. Goodall; Gregg E. Goodall; Helene Rene Christine McRoberts, a/k/a Helene McRoberts ; Hinkle Oil and Gas, Inc., and/or Hinkle Engineering, Inc.; J. Proznik Revocable Trust; James F. Fellingham and/or the Heirs, Successors, and Assigns, whether known or unknown, of James F. Fellingham; James F. Fellingham and/or the Heirs, Successors, and Assigns, whether known or unknown, of James F. Fellingham; Jerry C. Harbert, a/k/a Jerry L. Harbert; Jerry Hickson; JiCo, Inc.; John Carter, a/k/a John Ray Carter; John Carter, a/k/a John Ray Carter; John Carter, a/k/a John Ray Carter; John Digby Sorenson; KASV Corporation; Kendall Swinford; Kridler Revocable Trust; Kridler Revocable Trust; Marlene Kirsop, heir of the Estate of William W. Ross; MGW Properties, LLC; Modular Services Company; Nova Energy Corporation; Nova Energy Corporation; Nova Energy Corporation; Osborne Mineral Trust dated September 9, 1991, as amended and restated January 13, 1999; Paula Jane Sorenson; R. R. Tway, Inc.; Reese Booker, a/k/a G. Reese Booker; Reese Booker, a/k/a G. Reese Booker; Reese Booker, a/k/a G. Reese Booker; Roger W. Hoch; S. Gregory Steele Revocable Living Trust dated 4/30/1999; S.K. Harvey; S.K. Harvey; Shanley Oil Corporation; Shanley Oil Corporation; Shanley Oil Corporation; Stanford W. Shaw; Stanford W. Shaw; Taylor C. Sorenson; Ted Weiner dba Ted Weiner Oil Properties; Ted Weiner dba Ted Weiner Oil Properties; Ted Weiner dba Ted Weiner Oil

Properties; Texas Crude Energy, Inc.; Texas Crude Energy, LLC, and/or Westerly Exploration, Inc.; Threshold Development, Co., a Texas Corporation; TLX, Inc.; Veja, Inc.; Walsh Mineral Properties, L.L.C.; William B. Cleary and/or the Heirs, Successors, and Assigns, whether known or unknown, of William B. Cleary; William B. Cleary and/or the Heirs, Successors, and Assigns, whether known or unknown, of William B. Cleary; William Swinford; William Swinford; William W. Ross and/or the Heirs, Successors, and Assigns, whether known or unknown, of William W. Ross; Willischild Oil and Gas Corporation; A. Castro, a/k/a Amos J. Castro and/or the Heirs, Successors, and Assigns, whether known or unknown, of A. Castro, a/k/a Amos J. Castro; A. Lightfoot Walker, a/k/a Angus Lightfoot Walker and/or the Heirs, Successors, and Assigns, whether known or unknown, of A. Lightfoot Walker, a/k/a Angus Lightfoot Walker; Amber Jacobbe Lightfoot Walker and/or the Heirs, Successors, and Assigns, whether known or unknown, of Amber Jacobbe Lightfoot Walker; A.R. Ortlepp and/or the Heirs, Successors, and Assigns, whether known or unknown, of A.R. Ortlepp; C.A. McGill and/or the Heirs, Successors, and Assigns, whether known or unknown, of C.A. McGill; Christopher Angus Walker and/or the Heirs, Successors, and Assigns, whether known or unknown, of Christopher Angus Walker; Clifford V. Coons and/or the Heirs, Successors, and Assigns, whether known or unknown, of Clifford V. Coons; Delma De Young Coons and/or the Heirs, Successors, and Assigns, whether known or unknown, of Delma De Young Coons; Edward O. Lee; Guy Way; John Marino; Petroleum Accounting Systems & Services, Inc.; Reese Booker, a/k/a G. Reese Booker and/or the Heirs, Successors, and Assigns, whether known or unknown, of Reese Booker, a/k/a G. Reese Booker; and William B. Cleary and/or the Heirs, Successors, and Assigns, whether known or unknown, of William B. Cleary; and if any of the above are deceased, the unknown heirs, executors, administrators, devisees, trustees and assigns, immediate and remote, of the above-named parties; and if any of the above are corporations which do not continue to have legal existence, the unknown trustees or assigns of such corporations.

NOTICE IS HEREBY GIVEN that the Applicant request that, after notice and hearing as required by law, that the Commission enter its Order modifying Order Nos. 321610 and 323581 to designate Comanche Exploration Company, L.L.C., as operator of the proposed Kelly 29-1H well to be drilled there under as provided for in said Orders, and the Tonkawa, Cottage Grove, Big Lime-Oswego, Red Fork, Morrow, Chester and Mississippi Solid common sources of supply underlying Section 29, Township 20 North, Range 14 West, Major County, Oklahoma,

covered thereby, and for such other and further relief as the Commission deems appropriate under the facts.

NOTICE IS FURTHER GIVEN that this cause be set before an Administrative Law Judge for hearing, taking of evidence and reporting to the Commission.

NOTICE IS FURTHER GIVEN that this cause will be heard before an Administrative Law Judge on the Initial Hearing Docket at the Corporation Commission, First Floor, Jim Thorpe Building, Oklahoma City, Oklahoma, at 8:30 a.m., on the 7th day of January, 2020, and that this notice be published as required by law and the rules of the Commission.

NOTICE IS FURTHER GIVEN that the Applicant and interested parties may present testimony by telephone. The cost of telephonic communication shall be paid by the person or persons requesting its use. Interested parties who wish to participate by telephone shall contact the Applicant or Applicant's attorney, prior to the hearing date, and provide their name and phone number.

NOTICE IS FURTHER GIVEN that all interested persons may appear and be heard. For information concerning this action, contact ANNA CADDELL, Comanche Exploration Company, L.L.C., 6520 N. Western, Suite 300, Oklahoma City, Oklahoma 73116, Telephone: (405) 755-5900, Ext. *817; OR JOHN C. MORICOLI, JR., Attorney, One Leadership Square, 211 N. Robinson, Suite 1350, Oklahoma City, Oklahoma 73102, Telephone: (405) 235-3357.

CORPORATION COMMISSION OF OKLAHOMA

J. TODD HIETT, Chairman
BOB ANTHONY, Vice-Chairman
DANA L. MURPHY, Commissioner
DONE AND PERFORMED this 11th day of December, 2019.
BY ORDER OF THE COMMISSION:
PEGGY MITCHELL, Commission Secretary

Moricoli Kellogg & Gleason PC
211 North Robinson Suite 1350
One Leadership Square
Oklahoma City, OK 73102
Telephone: (405) 235-3357
Fascimilie: (405)232-6515

(Published in the Fairview Republican December 19, 2019)

**BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA
Cause CD No. 201905774**

APPLICANT: COMANCHE EXPLORATION COMPANY, L.L.C.
RELIEF SOUGHT: LOCATION EXCEPTION

LEGAL DESCRIPTION: ALL OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 14 WEST, MAJOR COUNTY, OKLAHOMA

NOTICE OF HEARING

STATE OF OKLAHOMA TO: All persons, owners, producers, operators, purchasers and takers of oil and gas and all other interested persons, particularly in Major County, Oklahoma, and more particularly

SEE LEGALS 10

(Published in the Fairview Republican December 19, 2019)

LEGAL NOTICE

If You Are or Were Paid by Continuum Producer Services or Unimark Proceeds from an Oklahoma Oil and Gas Well, You Could Be Part of a Proposed Class Action Settlement

The Settlement Class Includes:

All non-excluded persons or entities who received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma more than two (2) months after the end of the month within which the production was sold and whose payments did not include the full amount of the interest owed thereon.

The persons or entities excluded from the Settlement Class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) publicly traded oil and gas companies and their affiliates; (3) persons or entities that Plaintiff's Counsel may be prohibited from representing under rule 1.7 of the Oklahoma Rules of Professional Conduct, including but not limited to Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives and any related trusts; and (4) officers of the court.

The lawsuit *McClintock v. Continuum Producer Services, L.L.C.*, Case No. 6:17-cv-00259-JAG (E.D. Okla.) claims Continuum Producer Services, L.L.C., formerly known as Unimark L.L.C. ("Defendant") failed to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, *et seq.* (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. Defendant denies all liability but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court did not decide which side is right.

On November 22, 2019, the Court preliminarily approved a Settlement in which Defendant has agreed to pay \$900,000 in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct reasonable Plaintiff's Attorneys' Fees, Litigation Expenses, a Case Contribution Award, settlement Administration, Notice, and Distribution Costs, certain money attributable to Class Members who are excluded from the Settlement Class, and other costs approved by the Court. The remainder of the fund (the "Net Settlement Fund") will be distributed to eligible Class Members based on a variety of factors, including: the amount of statutory interest allegedly owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA. 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 law firms who represent the Class as Class Counsel are: (a) Nix Patterson, LLP; (b) Whitten Burrage; (c) Ryan Whaley Coldiron Jantzen Peters & Webber, PLLC; (d) Lawrence R. Murphy, Jr., P.C.; and (e) Barnes & Lewis, LLP. 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 Be Bound By 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 from 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 Proposed Settlement, Motion for Attorneys' Fees, and Fairness Hearing (the "Long Notice") found at the website listed below and **must be received by counsel for the Parties and filed with the Court no later than January 29, 2020, at 5 p.m. CT.**
- Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve a written statement on counsel for the Parties and the Settlement Administrator. Your Request for Exclusion must contain the information described in the Long Notice found at the website listed below and **must be received no later than January 29, 2020, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by e-mail.

The Court will hold a Final Fairness Hearing on February 12, 2020, at 9:00 a.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 N. 5th St., Muskogee, Oklahoma. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees, Litigation Expenses, and 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.mcclintock-continuum.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 Class Members, read the Long Notice, Settlement Agreement, and other documents posted on the website or contact the Settlement Administrator.

Visit: www.mcclintock-continuum.com

Call Toll-Free: 1-855-961-0954

Or write to: *McClintock-Continuum Settlement*
c/o JND Legal Administration, Settlement Administrator



Continued from Page B-3

will leave you out chocolate cookies and milk. I will leave out reindeer food for your reindeer. I love you!
Love, Tanner Smith

Dear Santa,
I have been extra good. I have been good at home and helped my Mommy and I've been good at school. Please bring me spurs and chaps and a cowboy hat. I want Hudson to have a Lamborghini book. Bring Bradyn a new Xbox. I will leave you out chocolate chip cookies and milk. I will leave out carrots for the reindeer on the roof. Merry Christmas! I love you Santa!
Love, Rylan Young

Mrs. Fixico's Kindergarten

Dear Santa,
My name is Peyton Absher. I am 6 years old. This year I have been nice. These are the things I am wishing for: Barbie Dreamtopia Mermaid, Minnie Mouse Flipping Fun Kitchen, LOL Surprise Glitter Globe, LOL Surprise Fashion Doll,

Frozen art set, Fortnite Llama Loot Piñata, Baby Alive Happy Hungry Baby, Princess Elsa doll, and a My Life doll.
I will set out milk and cookies for you on Christmas Eve.
Love, Peyton Absher

Dear Santa,
My name is Dakota Bonitz. I am 5 years old. This year I have been nice. These are the things I am wishing for: Monopoly, Nerf guns, a Baby Shark toy and microphone for my little brother, P.J. Mask vehicle set, a football, remote control car, Poopsie Slime Surprise, Toothless toy, Toy Story action figure, and an Avenger Lego set.
I will set out milk and cookies for you on Christmas Eve.
Love, Dakota Bonitz

Dear Santa,
My name is Blaire Caldwell. I am 5 years old. This year I have been nice. These are the things I am wishing for: Frozen stuff, a Christmas tree, a kitchen play set, Barbie camper and Barbie dolls, and a house play set.

I will set out milk

and cookies for you on Christmas Eve.
Love, Blaire Caldwell

Dear Santa,
My name is Layten Caldwell. I am 5 years old. This year I have been nice. These are the things I am wishing for: a football, laptop, Baby Shark toy for my brother, an Xbox, dominoes, camera, a coffee cup for my mom, Ryan's World action figure, Boba Fett toy, and a soccer ball and soccer shoes.
I will set out milk and cookies for you on Christmas Eve.
Love, Layten Caldwell

Dear Santa,
My name is Raylee Kilmer. I am 5 years old. This year I have been nice. These are the things I am wishing for: an Xbox One and blue controller, Juno Elephant, motorcycle, Hover Board, Fur-Real Bear, LOL Surprise Glitter Globe, Rainbow Surprise Poopsie doll, Hobbykids Jackhammer Egg Surprise, and a Nintendo Switch.
I will set out milk and cookies for you on Christmas Eve.
Love, Raylee Kilmer

Dear Santa,
My name is Brody Chitwood. I am 7 years

old. This year I have been nice. These are the things I am wishing for: a bike and a computer, only two things.
I will set out cookies and milk for you on Christmas Eve.
Love, Brody Chitwood

Dear Santa,
My name is Brooke Fauteux. I am 6 years old. This year I have been nice. These are the things I am wishing for: Nintendo D.S., Buzz Lightyear Operation game, a scooter, Xbox, Corps Combat Strike, headphones, Star Wars plush set, LOL Surprise beauty case, and a NASCAR crash set.
I will set out cookies and milk for you on Christmas Eve.
Love, Brooke Fauteux

Dear Santa,
My name is Macie Fish. I am 6 years old. This year I have been nice. These are the things I am wishing for: big and little LOL dolls, Poopsie Slime Surprise, Kindi Kids Jessicake, a computer, Power Wheels truck, Xbox because my sister needs one, a bike, jump house, Don't Step on it: Llama Poop, a Barbie, and headphones.
I can't leave out milk and cookies because I can't cook.
Love, Macie Fish

Dear Santa,
My name is Brandalynn Garner. I am 5 years old. This year I have been nice. These are the things I am wishing for: an Elsa doll, Playdoh Rainbow pack, camera, LOL Surprise doll, Barbie cake decorating set, Barbie fairy doll, Elsa dress-up set, Barbie, Kindi Kids Jessicake, Barbie Skipper Babysitter, and an Awesome Blossom Magical Growing Flower.
I will set out cookies and milk for you on Christmas Eve.
Love, Brandalynn Garner

Dear Santa,
My name is Kasen Goodwin. I am 6 years old. This year I have been kinda good. These are the things I am wishing for: a Nintendo Switch, 3 Xboxes, 3 PlayStations, a cop station, motorcycle, Fortnite, a brand new computer, a brand new tablet, a brand new wagon, and a brand new bike.
I will set out cookies and milk for you on Christmas Eve, but it will be chocolate milk.
Love, Kasen Goodwin

Dear Santa,
My name is Brentley Handley. I am 5 years old. This year I have been nice. These are the things I am wishing for: a Power Wheels truck,

Hot Wheels track set, playhouse, a camera, Toy Story action figures, Paw Patrol game, Leapfrog Lock it Twist, UTV, Spiderman Web Slinger, and a Nerf gun.
I will set out cookies and milk for you on Christmas Eve.
Love, Brentley Handley

Dear Santa,
My name is Dustin Harley. I am 5 years old. This year I have been nice. These are the things I am wishing for: a truck, Spirit Riding Training set, Calico Critters Country Home, a camera, a computer, Star Wars action figures, horse, Godzilla action figure, Corps Combat Strike, and a go-kart.
I will set out cookies and milk for you on Christmas Eve.
Love, Dustin Harley

Dear Santa,
My name is Bevin Mathis. I am 5 years old. This year I have been nice. These are the things I am wishing for: an Elsa doll, baby doll, Elsa dress-up wig, Peppa Pig play set, Barbie Dream Camper, LOL Surprise dolls, LOL Surprise camper, Frozen doll set, What's in my Purse Surprise, Baby Alive, and a Baby Alive birthday outfit.
I will set out milk and cookies for you on Christmas Eve.
Love, Bevin Mathis

Dear Santa,
My name is Dillon Rice. I am 5 years old. This year I have been nice. These are the things I am wishing for: an Xbox and controller, Star Wars plush set, Nerf guns, Avenger action figures, Spiderman Web Slinger, and a Batman Lego set.
I will set out cookies and milk for you on Christmas Eve.
Love, Dillon Rice

Dear Santa,
My name is Xavier Underwood. I am 6 years old. This year I have been nice. These are the things I am wishing for: Star Wars plush set, Chewbacca toy, a trampoline, Star Wars Skywalker, a Toothless toy for my sissy, a playhouse, and a camera so I can catch bag guys and show my mommy.
I will set out cookies and milk for you on Christmas Eve.
Love, Xavier Underwood

Continued on Page B-5

LEGAL NOTICE

If You Are or Were Paid by Continuum Producer Services or Unimark Proceeds from an Oklahoma Oil and Gas Well, You Could Be Part of a Proposed Class Action Settlement

The Settlement Class Includes:

- All non-excluded persons or entities who received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma more than two (2) months after the end of the month within which the production was sold and whose payments did not include the full amount of the interest owed thereon.
- The persons or entities excluded from the Settlement Class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) publicly traded oil and gas companies and their affiliates; (3) persons or entities that Plaintiff's Counsel may be prohibited from representing under rule 1.7 of the Oklahoma Rules of Professional Conduct, including but not limited to Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives and any related trusts; and (4) officers of the court.

The lawsuit *McClintock v. Continuum Producer Services, L.L.C.*, Case No. 6:17-cv-00259-JAG (E.D. Okla.) claims Continuum Producer Services, L.L.C., formerly known as Unimark L.L.C. ("Defendant") failed to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, *et seq.* (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. Defendant denies all liability but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court did not decide which side is right.

On November 22, 2019, the Court preliminarily approved a Settlement in which Defendant has agreed to pay \$900,000 in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct reasonable Plaintiff's Attorneys' Fees, Litigation Expenses, a Case Contribution Award, settlement Administration, Notice, and Distribution Costs, certain money attributable to Class Members who are excluded from the Settlement Class, and other costs approved by the Court. The remainder of the fund (the "Net Settlement Fund") will be distributed to eligible Class Members based on a variety of factors, including: the amount of statutory interest allegedly owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA. 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 law firms who represent the Class as Class Counsel are: (a) Nix Patterson, LLP; (b) Whitten Burrage; (c) Ryan Whaley Coldiron Jantzen Peters & Webber, PLLC; (d) Lawrence R. Murphy, Jr., P.C.; and (e) Barnes & Lewis, LLP. 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 Be Bound By 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 from 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 Proposed Settlement, Motion for Attorneys' Fees, and Fairness Hearing (the "Long Notice") found at the website listed below and **must be received by counsel for the Parties and filed with the Court no later than January 29, 2020, at 5 p.m. CT.**
- Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve a written statement on counsel for the Parties and the Settlement Administrator. Your Request for Exclusion must contain the information described in the Long Notice found at the website listed below and **must be received no later than January 29, 2020, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by e-mail.

The Court will hold a Final Fairness Hearing on February 12, 2020, at 9:00 a.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 N. 5th St., Muskogee, Oklahoma. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees, Litigation Expenses, and 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.mcclintock-continuum.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 Class Members, read the Long Notice, Settlement Agreement, and other documents posted on the website or contact the Settlement Administrator.

Visit: www.mcclintock-continuum.com
Call Toll-Free: 1-855-961-0954
Or write to: *McClintock-Continuum Settlement*
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91349
Seattle, WA 98111

Cross Village developer sues OU for over \$750 million

By EMMA KEITH
CNHI NEWS OKLAHOMA

NORMAN – The developer that partnered with the University of Oklahoma to construct Cross Village is suing the university for more than \$750 million, alleging that OU misled Cross investors and breached its contract.

Provident Oklahoma Education Resources filed suit against the university Monday in Cleveland County District Court, claiming that OU had a “costly but hopelessly flawed vision” for Cross Village.

Provident, a subset of Louisiana-based non-profit Provident Resources Group, partnered with OU to develop Cross Village, an on-campus housing development for upperclassmen that was designed to provide food and shopping options in the same complex as student apartments.

The Monday suit claims that while Provident and investors went into bond

debt to fund the \$250 million Cross project, OU misrepresented the demand for housing at Cross and the profit the development could produce.

The university disputed Provident’s claims Monday in a statement.

“In an apparent attempt to gain leverage in an ongoing dispute, Provident today filed a lawsuit against the University, which parrots the same baseless claims it has previously put forth,” OU’s statement reads. “The University will respond to the lawsuit as appropriate. OU’s obligation remains to its students and the taxpayers of Oklahoma, not to Provident or its debt.”

According to Provident’s suit, OU wanted to develop Cross as a “flagship housing project” for upperclassmen that would attract older students to on-campus housing. The university leased land to Provident to build the development with

bond funding, with the agreement that OU would rent out the facilities Provident built.

Provident claims in the suit that it would have only funded a basic student housing facility with a surface parking lot and dining facility, but that OU asked for a multi-level parking garage as well as commercial and retail spaces, which the university planned to use for shops and restaurants.

According to the suit, Provident and investors agreed to OU’s request with the understanding that OU would use rent from the commercial spaces and parking revenue to help fund the spaces. According to Provident, OU promised to rent the commercial and parking spaces every year during the life of the bonds, but failed to do so.

Provident claims that OU misled investors, claiming to have received the right permissions to set up the leases for the

parking and commercial facilities when it never did. According to the suit, the university’s Board of Regents eventually contradicted OU’s claim, acknowledging it had never approved the leases and only retroactively doing so in 2018.

The regents later canceled the parking and commercial leases in July 2019, according to the suit, leaving Provident reliant on student rent alone. The suit also alleges that OU misled Provident about profits from student rent, which should have made up about two-thirds of the revenue from Cross Village.

According to the suit, the university knew from the start that rent revenue couldn’t fund the housing facility, commercial spaces and the parking garage at Cross, since the amount of money needed to do those things “would have made the student housing too expensive for the students to afford.”

Provident also alleges that OU misrepresented student demand for the type of housing it was building at Cross. The university wanted a more-than-2000-bed development in which the units didn’t have kitchens, so students would be encouraged to eat at the restaurants in Cross. Provident claims that OU misled investors about student interest.

While the units OU wanted would have been suited to freshman students, Provident said, there was little upperclassmen demand for apartments without in-unit kitchens. The OU Daily reported that as of August 2019, only 34.7% of Cross’ 1,200 beds were occupied as the apartments’ rent rates were on par with those of other luxury housing developments in Norman.

“The university had a flawed vision of the demand for on-campus upperclassmen housing and the type of units upperclassmen would rent,”

the suit reads. “In order to induce the construction of student housing that fit its misguided view, the University misrepresented the core facts.”


Provident’s suit claims that OU breached its lease multiple times and has broken its contract, and asks for more than \$750 million in damages against the university.

“Provident and the bond investors have funded and constructed a costly and unnecessarily large project, designed for freshman students but restricted by the university to upperclassmen only,” the suit reads. “Had the true facts been known, these parties would have been able to evaluate objectively the need for the commercial space, a parking facility, and more than 1,200 beds of highly undesirable suits. They would have never agreed to build a project that fit the university’s flawed vision.”

In loving memory of

JENNIE LEE VICARS-COOK

Dec. 14, 1935 ~ April 12, 2019



Jennie,

We wanted you to know we did not forget your birthday today. Heaven received such a special woman even though we needed you to stay with us. God saw you were tired and needed to rest and you had done more than your part for your kids and everyone that knew you. We loved you then, we love you now and always & forever.

Kent & Marion Vicars,
Sherry & Ralph DeFrange,
Rhonda & Eddie Horne,
Billy Cole & Kaylyn Vicars,
Bryan & Misty DeFrange,
Brandi & Carl Seawright, Buffie Vicars,
Laynee & Payslee Crawley, Fred Partain,
Blayne Horne, Kevin & Robin Marlow,
Kamie & Kacie Horne, Jerry Smith, Julian Glenn.
We all miss you but the one that misses you the most is Lester (Ripper) Wray,
Your Fishing Partner.

LEGAL NOTICE

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The lawsuit *McClintock v. Continuum Producer Services, L.L.C.*, Case No. 6:17-cv-00259-JAG (E.D. Okla.) claims Continuum Producer Services, L.L.C., formerly known as Unimark L.L.C. (“Defendant”) failed to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, *et seq.* (the “PRSA”) for oil and gas production proceeds from oil and gas wells in Oklahoma. Defendant denies all liability but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court did not decide which side is right.

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

Visit: www.mcclintock-continuum.com
Call Toll-Free: 1-855-961-0954
Or write to: *McClintock-Continuum Settlement*
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91349
Seattle, WA 98111



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WHEN YOU’RE EXPECTING
A TEENAGER



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Message decoded: Hit Me Up when you’re On The Way, if it’s No Big Deal. But it’s fine if you didn’t know that, because you don’t have to know it all to be a perfect parent. Thousands of teens in foster care will love you just the same.

AdoptUSKids.org

and final order made determining heirship and decreeing distribution and closing said estates.

IT IS FURTHER ORDERED, that notice of proceedings herein concerned be given by publication hereon as required by law for two successive weeks in the Tulsa World of Tulsa, Oklahoma, and notice of said hearing shall be mailed at least 10 days prior to the date of hearing, to the Heirs, Legatees and devisees whose addresses are known.

DATED: December 4, 2019

/s/ Kurt Glasco
JUDGE OF THE DISTRICT COURT

A. Todd Laster, OBA #19509
Shook & Johnson, PLLC
7420 S. Yale Ave.
Tulsa, OK 74136
(918) 293-1222 ext. 906
(918) 293-1333 fax
Attorney for Petitioner

Published in the Tulsa World, Tulsa County, Oklahoma, December 4, 11 & 25, 2019

LEGAL NOTICE

HSG Acquisition Company, L.L.C., 11011 Cody Street, Overland Park, Kansas 66210 has submitted a permit application to the Oklahoma Department of Mines (ODM) to mine sand and gravel through the surface mining method on portions of the following parcels of land:

Sections 11,12,13,14, Township Seventeen (17) North, Range Thirteen (13) East, Tulsa County, State of Oklahoma.

The total permit area, containing 215 acres, is located approximately one mile north of the City of Bixby, Oklahoma.

A copy of this complete permit application is available for public inspection and copying at the Oklahoma Department of Mines, 2915 N. Classen, Suite 213, Oklahoma City, OK 73106

Upon written request to the Oklahoma Department of Mines, information contained in the permit application may be inspected or copied at the Department of Mines. Any landowner or resident of any occupied dwelling, any public entity or public agency, or any party that may be adversely affected has the right to submit comments or object to the issuance of the permit. An informal conference will be provided if requested. Any objections or requests for an informal conference on this application must be in writing and received no later than fourteen (14) days after the final publication of this notice to the

OKLAHOMA DEPARTMENT OF MINES
2915 N. Classen Blvd., Suite 213
Oklahoma City, Oklahoma 73106

Published in the Tulsa World, Tulsa County, Oklahoma, December 18, 2019

PUBLIC NOTICE OF FILING AN APPLICATION FOR A RENEWAL APPLICATION DISCHARGE PERMIT

This is notice that Wagoner County RWSG & SWMD#4 has filed an application on November 15, 2019 for a renewal application discharge permit for municipal domestic wastewater from a facility located at 29931 E. 86th Street, Coveta, OK 74429. Legal description: N1/2 of SW1/4 of Section 18, Township 18N, Range 16E, Latitude: 36° 02' 12.61" N, Longitude: 96° 38' 56.93" W. The discharge points are located at the same location as the facility. The permit, if issued, would establish effluent limitations of the discharge. If further information is needed, please contact Rick Lang, Operations Manager. The application may be reviewed at 9816 So. 239th E. Ave. Broken Arrow, OK 74014.

Published in the Tulsa World, Tulsa County, Oklahoma, December 11 & 18, 2019

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

IN THE MATTER OF THE ESTATE
OF
BILLY REX SELLERS

PB-2019-419
Judge: Glasco

NOTICE TO CREDITORS

Notice is hereby given that all creditors having claims against Billy Rex Sellers, Deceased, are required to present the same with a description of all security interests and other collateral (if any) held by each creditor with respect to such claim to Billy Joy Sellers, Personal Representative, c/o Price Purvis, attorney for the Personal Representative, 5424 E 17th St, Tulsa, OK 74112, on or before the following presentment date: **January 20, 2020** or the same will be forever barred. DATED This 15th day of November, 2019

/s/ Price Purvis
Price Purvis, Attorney for the Personal Representative

Published in the Tulsa World, Tulsa County, Oklahoma, December 11 & 18, 2019

NOTICE OF SHERIFF'S SALE
CJ-2019-478

Notice is given that on the 14th day of January, 2020, at 10:00 AM, in Room 119 of the Tulsa County Courthouse, in the City of Tulsa, Tulsa County, Oklahoma, the Sheriff of said County will offer for sale and sell, with ap- praisement, for cash, at public auction, to the highest and best bidder, all that cer- tain real estate in Tulsa County, Oklahoma, to-wit:

The East Two Hundred Fifteen (215) feet of Lot One (1), Block One (1), Boyer Addition, a sub- division to the City of Tul- so, Tulsa County, State of Oklahoma, according to the recorded plat thereof;

subject to unpaid taxes, advancements by Plaintiff for taxes, insurance premiums, and expenses necessary for the preservation of the sub- ject property, if any, said property having been duly appraised at \$30,000.00. Sale will be made pursuant to a Special Execution And Order Of Sale issued in accordance with judgment entered in the District Court of Tulsa County, Oklahoma, in Case No. CJ-2019-478, entitled First United Bank and Trust Com- pany, Plaintiff, vs. Dianna L. Bauer, A/K/A Dianna L. Broussard, Johnny W. Ba- uer, United States of Amer- ica, ex rel The Secretary of Housing and Urban Develop- ment, Blue World Pools, Inc., NCB Management Services, Inc and Spouse of Dianna L. Bauer, if married, A/K/A Dennis Broussard, be- ing all of the Defendants and persons holding or claiming any interest or lien in the subject property.

Vic Regalado, Sheriff of Tulsa County, Oklahoma

By: /s/ James Estes
DEPUTY

Don Timberlake - # 9021
BAER & TIMBERLAKE, P.C.
P.O. Box 18486
Oklahoma City, OK 73154-0486
Telephone: (405) 842-7722
Facsimile: (405) 848-9349
BT File No.: 117736

Published in the Tulsa World, Tulsa County, Oklahoma, December 4, 11 & 18, 2019

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

Billy L. Cleary and Sheila R. Cleary,
Plaintiffs,
v.
Mortgage Electronic Reg- istration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, L.L.C. and the unknown successors of HomeComings Financial, L.L.C.,
Defendants.

Case No. CV-2019-1474
DAMAN CANTRELL

NOTICE

Lot Eleven (11), Block Eighteen (18), SHADOW MOUNTAIN, a Subdi- vision in Section 2, Town-

ship 18 North, Range 13 East, City of Tulsa, Tul- sa County, State of Okla- homa, according to the recorded Plat No 3779;

subject to unpaid taxes, advancements by Plaintiff for taxes, insurance premiums, and expenses necessary for the preservation of the sub- ject property, if any, said property having been duly appraised at \$150,000.00. Sale will be made pursuant to a Special Execution And Order Of Sale issued in accordance with judgment entered in the District Court of Tulsa County, Oklahoma, in Case No. CJ-2019-2554, entitled Ameri- can Advisors Group, Plain- tiff, vs. Robert Singleton, Individually and as Trustee of the New Harvest Trust, or his successor in trust, Spouse of Robert Singleton, if married a/k/a Carolyn Sin- gleton and United States of America, ex rel The Secre- tary of Housing and Urban Development, being all of the Defendants and persons holding or claiming any in- terest or lien in the subject property.

Vic Regalado, Sheriff of Tulsa County, Oklahoma

By: /s/ James Estes
DEPUTY

Don Timberlake - # 9021
BAER & TIMBERLAKE, P.C.
P.O. Box 18486
Oklahoma City, OK 73154-0486
Telephone: (405) 842-7722
Facsimile: (405) 848-9349
BT File No.: 118778

Published in the Tulsa World, Tulsa County, Oklahoma, December 11 & 18, 2019

NOTICE OF SHERIFF'S SALE
CJ-2019-694

Notice is given that on the 14th day of January, 2020, at 10:00 AM, in Room 119 of the Tulsa County Courthouse, in the City of Tulsa, Tulsa County, Oklahoma, the Sher- iff of said County will offer for sale and sell, with ap- praisement, for cash, at public auction, to the highest and best bidder, all that cer- tain real estate in Tulsa County, Oklahoma, to-wit:

Lot Eighteen (18), Block One (1), Cedar Ridge North, a resubdivision of a part of Cedar Ridge Club Addition, Tulsa County, State of Okla- homa, according to the re- corded plat thereof;

subject to unpaid taxes, advancements by Plaintiff for taxes, insurance premiums, and expenses necessary for the preservation of the sub- ject property, if any, said property having been duly appraised at \$360,000.00. Sale will be made pursuant to a Special Execution And Order Of Sale issued in accordance with judgment entered in the District Court of Tulsa County, Oklahoma, in Case No. CJ-2019-694, entitled Ameri- can Advisors Group, Plain- tiff, vs. Jean A. Lay, Bill A. Lay, Discover Bank, AKA Discover Bank (Discover Card), Cedar Ridge North Homeowner's Association, Unknown successors of Jean A. Lay, if any, Leslie May- field and Spouse of Lazley Mayfield, if married, being all of the Defendants and persons holding or claiming any interest or lien in the subject property.

Vic Regalado, Sheriff of Tulsa County, Oklahoma

By: /s/ James Estes
DEPUTY

Don Timberlake - # 9021
BAER & TIMBERLAKE, P.C.
P.O. Box 18486
Oklahoma City, OK 73154-0486
Telephone: (405) 842-7722
Facsimile: (405) 848-9349
BT File No.: 117889

Published in the Tulsa World, Tulsa County, Oklahoma, December 11 & 18, 2019

NOTICE OF SHERIFF'S SALE
CJ-2019-2015

Notice is given that on the 14th day of January, 2020, at 10:00 AM, in Room 119 of the Tulsa County Courthouse, in the City of Tulsa, Tulsa County, Oklahoma, the Sher- iff of said County will offer for sale and sell, with ap- praisement, for cash, at public auction, to the highest and best bidder, all that cer- tain real estate in Tulsa County, Oklahoma, to-wit:

Lot Two (2), Block Eight (8), Wedgewood Addition, an Addition in Tul- sa County, State of Okla- homa, according to the recorded plat No. 2582;

subject to unpaid taxes, advancements by Plaintiff for taxes, insurance premiums, and expenses necessary for the preservation of the sub- ject property, if any, said property having been duly appraised at \$132,000.00. Sale will be made pursuant to a Special Execution And Order Of Sale issued in accordance with judgment entered in the District Court of Tulsa County, Oklahoma, in Case No. CJ-2019-2015, entitled Re- verse Mortgage Funding, LLC, Plaintiff, vs. Unknown successors of Connie B. Lowe, if any, Spouse of Connie B. Lowe, if married, United States of America, ex rel The Secretary of Housing and Urban Development, Lis- sa Lowe, Jeff Lowe, and Spouse of Jeff Lowe, if mar- ried, being all of the Defend- ants and persons holding or claiming any interest or lien in the subject property.

Vic Regalado, Sheriff of Tulsa County, Oklahoma

By: /s/ James Estes
DEPUTY

Don Timberlake - # 9021
BAER & TIMBERLAKE, P.C.
P.O. Box 18486
Oklahoma City, OK 73154-0486
Telephone: (405) 842-7722
Facsimile: (405) 848-9349
BT File No.: 118409

Published in the Tulsa World, Tulsa County, Oklahoma, December 11 & 18, 2019

NOTICE OF SHERIFF'S SALE
CJ-2019-2554

Notice is given that on the 14th day of January, 2020, at 10:00 AM, in Room 119 of the Tulsa County Courthouse, in the City of Tulsa, Tulsa County, Oklahoma, the Sher- iff of said County will offer for sale and sell, with ap- praisement, for cash, at public auction, to the highest and best bidder, all that cer- tain real estate in Tulsa County, Oklahoma, to-wit:

The East 21.25 feet of Lot 2 and the West 42.5 feet of Lot 3, Block 1, Mountain Manor Second Addition, a subdivision in Tulsa County, State of Oklahoma, according to the recorded plat there- of;

subject to unpaid taxes, ad-

ancements by Plaintiff for taxes, insurance premiums, and expenses necessary for the preservation of the sub- ject property, if any, said property having been duly appraised at \$99,000.00. Sale will be made pursuant to a Special Execution And Order Of Sale issued in accordance with judgment entered in the District Court of Tulsa County, Oklahoma, in Case No. CJ-2019-2942, entitled Re- verse Mortgage Funding, LLC, Plaintiff, vs. Bettye Harris, AKA Bettye L. Har- ris and United States of America, ex rel The Secre- tary of Housing and Urban Development, being all of the Defendants and persons holding or claiming any in- terest or lien in the subject property.

Vic Regalado, Sheriff of Tulsa County, Oklahoma

By: /s/ James Estes
DEPUTY

Don Timberlake - # 9021
BAER & TIMBERLAKE, P.C.
P.O. Box 18486
Oklahoma City, OK 73154-0486
Telephone: (405) 842-7722
Facsimile: (405) 848-9349
BT File No.: 118727

IN THE MATTER OF THE ESTATE OF

Donald Wayne Morgan, Jr.,
Deceased.

Case No. PB-19-974
Judge: Glasco

NOTICE TO CREDITORS

STATE OF OKLAHOMA) ss.
COUNTY OF TULSA)
All persons having claims against Donald Wayne Mor- gan, Jr., Deceased, are re- quired to present the same with a description of all se- curity interests and other collateral, if any, held by each creditor with respect to such claim, to the named Personal Representative at:

c/o Laurel Carbone Kern
Tallgrass Estate
Planning, LLP
7813 S Harvard Ave
Tulsa, OK 74136

on or before the following presentment date: February 19, 2020, or the same will be non-suited, void and forever barred.
Dated this 12th day of No- vember, 2019.

/s/ Reannen Renaye Morgan
Reannen Renaye Morgan
Petitioner

Prepared by:
Laurel Carbone Kern,
OBA #32176
Tallgrass Estate
Planning, LLP
7813 S Harvard Ave,
Tulsa, OK 74136
(918) 770-8940
(918) 703-4701

Attorney for Personal Representative

Published in the Tulsa World, Tulsa County, Oklahoma, December 11 & 18, 2019

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

In the Matter of the Estate of

Jay Paul Norris,
Deceased.

Case No. PB 2019-927
Judge Kurt Glasco

NOTICE TO CREDITORS

STATE OF OKLAHOMA) ss
COUNTY OF TULSA)

All creditors having claims against Jay Paul Nor- ris, deceased, are required to present the same with a description of all security in- terests and other collateral,

and best bidder:

Lot Twenty-eight (28), Block Ten (10), BEL- LAIRE ACRES ADDI- TION EXTENDED, Tul- sa County, State of Okla- homa, according to the recorded plat thereof.

The property has been ap- praised for \$108,000.00, and will be sold for a sum that is not less than two-thirds thereof. Sale is to be made pursuant to an Alias Special Execution and Order of Sale issued in Case No. CJ-2018-3404 in the District Court of Tulsa County, Oklahoma, against the following defend- ants: Don C. Bruce a/k/a Don Carlton Bruce, or the unknown successors thereof; State of Oklahoma ex rel; Oklahoma Tax Commission; Occupants of the Premises

Vic Regalado
Sheriff of Tulsa County

By: /s/ James Estes
Deputy

Matthew J. Nowinski,
OBA #12151
Law Associates, Inc.
Attorney for Plaintiff
5800 South Lewis Avenue,
Suite 271
Tulsa, OK 74105-7109
(918) 748-8998 Telephone
(918) 748-8409 Fax

DON NEWBERRY,
Court Clerk

By: /s/ Sharon Law
DEPUTY

APPROVED:
/s/ Rosemary Ann Smith



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business news
coverage.

TULSA WORLD
MEDIA COMPANY
tulsaworld.com/business

LEGAL NOTICE

If You Are or Were Paid by Continuum Producer Services or Unimark Proceeds from an Oklahoma Oil and Gas Well, You Could Be Part of a Proposed Class Action Settlement

The Settlement Class Includes:

All non-excluded persons or entities who received payments for proceeds for the sale of oil or gas production from Defendant (or Defendant's designee) for wells in the State of Oklahoma more than two (2) months after the end of the month within which the production was sold and whose payments did not include the full amount of the interest owed thereon.

The persons or entities excluded from the Settlement Class are: (1) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (2) publicly traded oil and gas companies and their affiliates; (3) persons or entities that Plaintiff's Counsel may be prohibited from representing under rule 1.7 of the Oklahoma Rules of Professional Conduct, including but not limited to Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, and their relatives and any related trusts; and (4) officers of the court.

The lawsuit *McClintock v. Continuum Producer Services, L.L.C.*, Case No. 6:17-cv-00259-JAG (E.D. Okla.) claims Continuum Producer Services, L.L.C., formerly known as Unimark L.L.C. ("Defendant") failed to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. §570.1, *et seq.* (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. Defendant denies all liability but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court did not decide which side is right.

On November 22, 2019, the Court preliminarily approved a Settlement in which Defendant has agreed to pay \$900,000 in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct reasonable Plaintiff's Attorneys' Fees, Litigation Expenses, a Case Contribution Award, settlement Administration, Notice, and Distribution Costs, certain money attributable to Class Members who are excluded from the Settlement Class, and other costs approved by the Court. The remainder of the fund (the "Net Settlement Fund") will be distributed to eligible Class Members based on a variety of factors, including: the amount of statutory interest allegedly owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA. 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 law firms who represent the Class as Class Counsel are: (a) Nix Patterson, LLP; (b) Whitten Burrage; (c) Ryan Whaley Coldiron Jantzen Peters & Webber, PLLC; (d) Lawrence R. Murphy, Jr., P.C.; and (e) Barnes & Lewis, LLP. 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 Be Bound By 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 from 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 Proposed Settlement, Motion for Attorneys' Fees, and Fairness Hearing (the "Long Notice") found at the website listed below and **must be received by counsel for the Parties and filed with the Court no later than January 29, 2020, at 5 p.m. CT.**
- **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve a written statement on counsel for the Parties and the Settlement Administrator. Your Request for Exclusion must contain the information described in the Long Notice found at the website listed below and **must be received no later than January 29, 2020, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by e-mail.

The Court will hold a Final Fairness Hearing on February 12, 2020, at 9:00 a.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 N. 5th St., Muskogee, Oklahoma. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees, Litigation Expenses, and 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.mcclintock-continuum.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 Class Members, read the Long Notice, Settlement Agreement, and other documents posted on the website or contact the Settlement Administrator.

Visit: www.mcclintock-continuum.com
Call Toll-Free: 1-855-961-0954
Or write to: *McClintock-Continuum Settlement*
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91349
Seattle, WA 98111
Published in the Tulsa World, Tulsa County, Oklahoma, (12/18/2019)

Exhibit C



McClintock v. Continuum Producer Services, L.L.C.

Case No. 6:17-cv-00259-JAG

Requests for Exclusion Received

ID	Name	Date Received
916925	KAISER-FRANCIS MIDCONTINENT LP	12/23/2019
922654	KAISER-FRANCIS OIL COMPANY	12/23/2019

EXHIBIT 5

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

COMPSOURCE OKLAHOMA, BOARD OF)
TRUSTEES OF THE ELECTRICAL WORKERS)
LOCAL NO. 26 PENSION TRUST FUND,)
in its capacity as a fiduciary of the)
Electrical Workers Local No. 26)
Pension Trust Fund, CHILDREN'S)
HOSPITAL OF PHILADELPHIA)
FOUNDATION, and CHILDREN'S)
HOSPITAL OF PHILADELPHIA,)
individually and in its capacity as)
fiduciary of the Children's Hospital)
of Philadelphia Defined Benefit Master)
Trust, on behalf of themselves and all)
others similarly situated,)

Plaintiffs,)

vs.)

BNY MELLON, N.A. and)
THE BANK OF NEW YORK MELLON,)
Defendants.)

No: CIV 08-469-KEW

* * * * *

TRANSCRIPT OF MOTION HEARING
BEFORE THE HONORABLE KIMBERLY E. WEST
UNITED STATES MAGISTRATE JUDGE

OCTOBER 25, 2012

* * * * *

REPORTED BY: KEN SIDWELL, CSR-RPR
United States Court Reporter
P.O. Box 3411
Muskogee, Oklahoma 74402

A P P E A R A N C E S

FOR THE PLAINTIFFS:

MR. BRAD SEIDEL, MR. BRADLEY E. BECKWORTH, MR. JEFFREY J. ANGELOVICH, Nix Patterson & Roach, 205 Linda Drive, Daingerfield, Texas, 75638;

MR. PETER H. LeVAN, Jr., MR. SEAN M. HANDLER, Kessler Topaz, Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, Pennsylvania, 19087;

MR. LAWRENCE R. MURPHY, Jr., MS. PANSY MOORE-SHRIER, Robinett & Murphy, 624 South Boston, Suite 900, Tulsa, Oklahoma, 74119;

MR. MICHAEL BURRAGE, Whitten Burrage, 1215 Classen Drive, Oklahoma City, Oklahoma, 73103.

FOR THE DEFENDANTS:

MR. DAMIEN MARSHALL, Boies, Schiller & Flexner, 575 Lexington Avenue, New York, New York, 10022;

MR. PHILLIP G. WHALEY, Ryan, Whaley, Coldiron & Shandy, 119 North Robinson Avenue, Suite 900, Oklahoma City, Oklahoma, 73102;

MR. WELDON STOUT, Wright, Stout & Wilburn, P.O. Box 707, Muskogee, Oklahoma, 74402.

Appearing by telephone, MS. MARLA ALHADEFF, defendant representative.

1 OCTOBER 25, 2012 PROCEEDINGS

2 *(On the record at 1:30 p.m.)*

3 THE COURT: Good afternoon. This is in case
4 number CIV-08-469-KEW. I'm going to shorten the style.
5 It's CompSource Oklahoma versus Bank of New York Mellon.

6 We have a number of attorneys here today.
7 Brad Seidel, Bradly Beckworth, Joseph Angelovich, Michael
8 Burrage, Larry Murphy. Is Pansy -- Pansy Moore, Peter
9 LeVan, Sean Handler for the plaintiffs.

10 Damien Marshall appears for the defendants,
11 as well as Phil Whaley, Weldon Stout. Appearing by phone
12 is -- and I apologize for this in advance, I'm probably
13 going to butcher this -- Martha Alhadeff -- is that correct
14 -- by phone.

15 MS. ALHADEFF: That's close enough. Thank you.

16 THE COURT: I think we have the spelling so we'll
17 just put it down phonetically as if I said it correctly, how
18 about that?

19 We are set today on the basis of two motions
20 that have been filed. The first motion is the motion for
21 final approval of settlement, and then the motion for
22 approval of attorneys' fees, expenses, and case contribution
23 awards to the class representatives.

24 Who wishes to make the record on this,
25 gentlemen?

1 MR. BECKWORTH: Your Honor, Brad Beckworth for the
2 plaintiffs. If you'd like me to begin.

3 THE COURT: Okay. Go ahead.

4 MR. BECKWORTH: Here or back there?

5 THE COURT: Either way.

6 MR. BECKWORTH: Thank you, Your Honor. Brad
7 Beckworth on behalf of the class representatives and the
8 class. I'll do my best to keep this very short because I
9 think we don't have too much new information for you.

10 As Your Honor knows, we submitted our
11 preliminary approval papers back at the end of June when the
12 Court granted preliminary approval on July 6th and gave
13 pretty express instructions about how you wish for us to
14 proceed with notice and the filing of all of our motions.

15 Pursuant to your order, we started the notice
16 program to the class in August before the deadline that you
17 had set for that. We mailed notice to all 353 domestic
18 class member accounts, as well as the 24 foreign accounts.
19 We had very few returned for improper addresses or any other
20 reason, and we continued to re-mail and re-issue those to
21 get everybody noticed.

22 Also, as you know, we maintained a case
23 website throughout the period of the case. It encouraged
24 all the clients that we knew of throughout the case to pay
25 regular attention to that website. Once the case was

1 settled, we put all the settlement documents and notices on
2 that website as well. We had quite a few clients or class
3 members that would ask us questions about the settlement,
4 we'd refer them to that website so they could download any
5 of the documents.

6 Also, during the notice period, the Bank of
7 New York gave notice to its regulators required under CAFA,
8 so that has been done.

9 On September 27th -- or September 20th, we
10 were required to file our motions, the two that you
11 referenced. We filed those on time. September 27th was the
12 deadline for any class member to request an exclusion or to
13 object to the settlement. And also, if you'll recall, there
14 were a limited number of foreign claimants that actually had
15 to take the affirmative step of electing to participate in
16 the case. We had an overwhelming, I would say unanimous,
17 approval of the settlement by the class in the sense that
18 there were zero objections. Zero objections to the
19 settlement, zero objections to certification for final
20 purposes, zero objections to the request for fees, expenses,
21 and case contribution awards.

22 In addition to that, we had, I believe at the
23 time, 19 of the 24 foreign accounts that affirmatively asked
24 to be included in the settlement. I believe the number in a
25 percent of damages analysis is somewhere in the high 80

1 percent of the foreign claimants that had damages have
2 already elected to participate.

3 In addition to that, there were only two
4 entities that requested exclusion. One was the Commonwealth
5 of Pennsylvania for two small funds that they had that were
6 participatory in the class, and also the University of
7 Michigan. Other than that, everybody was on board. And
8 just in our conversations with various class members, we
9 felt like we had very affirmative support by the class for
10 the settlement.

11 We have proposed an order that we submitted
12 to the Court a week or so ago. Mr. Marshall can speak to
13 this, but my understanding is that order is not opposed.
14 They only take a position on certain issues. You know, they
15 were only taking a position on the fees, expenses, and case
16 contribution awards. But there's no opposition to any of
17 the motions. Class has uniformly supported them.

18 Your Honor, if I can take just a minute, the
19 one thing I would like to address, because our clients are
20 here today, at least the CompSource contingency is here, and
21 if I could just introduce them and say a few things. We
22 have Mr. John McCormick who's just joined CompSource
23 recently this year as general counsel; Donna Romberg, who is
24 one of the investment officers; and Steve Hardin, who's the
25 chief financial officer. What I'd like to say about them,

1 Your Honor, as you know, we have requested a \$50,000 case
2 contribution award for each of the three class
3 representatives. Personally I think that's a very modest
4 sum for what they did. This case was really originated due
5 to the relationship that we've had for quite some time with
6 CompSource. We've worked for them in different capacities
7 over the years. But Mr. Hardin and Ms. Romberg were
8 involved in working with the Bank of New York here. And
9 without getting into the substance of the case or, you know,
10 responsibility of either side, I will just say that they
11 paid very careful attention to what happened. They felt
12 very strongly about taking action on behalf of CompSource,
13 and those two spent a tremendous amount of time working with
14 us before the case was filed, and throughout the case.
15 Their former general counsel was also very, very involved.
16 And since Mr. McCormick has been there, he's been involved.
17 Everyone at CompSource, from the staff at the executive
18 level to their support staff to the board was integral to
19 our prosecution of this case. They were heavily involved.
20 And just like the Court to know they put a ton of time in
21 this case. Just, by way of example, Mr. Hardin was very
22 often a 30(b)(6) designee in the case. I know, for one
23 deposition, he spent somewhere between 70 and 100 hours
24 himself preparing for that deposition. We've represented a
25 lot of clients across the country, and these folks were just

1 a real treat to work with. And so we appreciate them, and I
2 wanted them to hear that from us, and I just wanted Your
3 Honor to know that, because, although we've burdened this
4 Court with a lot of filings, you haven't had the ability to
5 see what was going on sometimes behind, you know, the
6 different sides of the works.

7 THE COURT: I'm not going to complain about that.

8 MR. BECKWORTH: Yes. I wouldn't either. So we
9 appreciate them. And finally, Your Honor, just would like
10 to say again how much we appreciate your time and your
11 staff's time in this case. I know that we had 400 something
12 docket entries. I know that it was a very hard-fought case,
13 and we put a lot of burden -- or I don't know if that's the
14 right word. But we put a lot of tough decisions and very
15 good briefing I think by both sides to Your Honor, and we
16 appreciate the way you handled this case in putting up with
17 all of us. And I'd say the same thing for our opponents
18 here. I know you know this has been, in some instances,
19 very bitterly fought, but I feel like we've all worked very
20 well together, especially in the end part of the case and
21 working through the settlement issues together. We're ready
22 to put it all behind us.

23 So with that, I'd sit down and ask Your Honor
24 to approve everything and, if you're willing to, to sign the
25 order that we submit.

1 THE COURT: Do you have any response from the
2 defendants? Anybody else want to brag on me? That's always
3 welcome. I'm kidding. I'm kidding.

4 MR. MARSHALL: Your Honor, just briefly. This is
5 Damien Marshall for the Bank of New York Mellon defendants.
6 And as Mr. Beckworth said, we don't have any -- we either
7 don't take a position or don't object to the positions
8 asserted in the proposed order.

9 I just want to put on the record that our
10 position with regards to class certification is that it
11 would only be appropriate for settlement purposes, not for
12 litigation purposes. And with regard to the CAFA notice
13 provided to our regulators, that was provided in accordance
14 with the statutes. And we are taking no position with
15 regard to the fees or fee awards or the awards for the
16 plaintiffs.

17 You know, we thank Your Honor for your time
18 and the Court's time. It was a burdensome case on the
19 Eastern District of Oklahoma. And that's where the Bank of
20 New York stands.

21 THE COURT: Okay. Well, let me just say, I
22 appreciate everybody's kind words. This is, you know, why
23 we all draw checks over here and they give us robes to wear
24 and big courtrooms to do our job. It was a hard-fought
25 case, and I think that the legal work on this case has just

1 been absolutely spectacular, and I want to brag on all of
2 you for the work that you put into it. I know that, for
3 every little bit of iceberg that I saw above the water,
4 there was a whole big ice cube down below it that I didn't
5 see. I know you all put all the work in on behalf of your
6 respective clients that they deserved, and that you both did
7 outstanding work on this case.

8 And I also want to congratulate the parties,
9 even though it was a hard-fought case, to come together in
10 what I think was in the best interest of the parties to
11 resolve this case rather than -- and not worried about my
12 time, but just worried about the economics of going forward
13 with it. I think that this settlement was a good
14 settlement.

15 I do want to find that the settlement was
16 fair and reasonable, and that the requested 25 percent of
17 settlement funds is fair and reasonable in light of the
18 benefit that was conferred to the class in this case.

19 Do you have anything in particular that you
20 wish to -- I asked specifically for the final approvment --
21 final approval of the settlement. I assume your comments
22 also are inclusive of the motion for approval of attorneys'
23 fees and costs, and there's not anything else you wish to
24 add. Is that correct?

25 MR. BECKWORTH: Right.

1 THE COURT: Other than please approve them; right?

2 MR. BECKWORTH: Please approve them.

3 THE COURT: Okay.

4 MR. BECKWORTH: I will say one thing for the
5 record that I think is important. We did notice that any
6 class members could have an opportunity to appear today, and
7 I've looked in the courtroom and see none, and I think
8 that's something we should put on the record.

9 THE COURT: Well, we have some special guests
10 here, but I don't think we have any class members. This is
11 your time now to speak up if you are a class member that
12 wishes to object. I don't see anybody, so this is kind
13 of -- I guess it's kind of like a marriage ceremony where
14 nobody stands up and objects.

15 So I do find that the reimbursement for
16 amounts, expenses that is outlined in the paperwork is
17 reasonable. The motions are approved. And I have signed a
18 copy of the final order and judgment to be filed in this
19 case. Good luck to you all. Thank you.

20 *(Off the record at 1:41 p.m.)*

21

22

23

24

25

C E R T I F I C A T E

I, Ken Sidwell, Certified Shorthand Reporter for the Eastern/Northern Districts of Oklahoma, do hereby certify that the foregoing is a true and accurate transcription of my stenographic notes and is a true record of the proceedings held in the above-captioned case.

I further certify that I am not employed by nor related to any party to this action, and that I am in no way interested in the outcome of this matter.

In witness whereof, I have hereunto set my hand this 26th day of October, 2012.

s/Ken Sidwell
Ken Sidwell, CSR-RPR
United States Court Reporter

EXHIBIT 6

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

PAULA PARKS MCCLINTOCK,)	
)	
Plaintiff,)	
)	
v.)	Case No. 6:17-cv-00259-JAG
)	
CONTINUUM PRODUCER)	
SERVICES, L.L.C.,)	
)	
Defendant.)	

AFFIDAVIT OF LITTLE LAND COMPANY

I, Dan Little, of lawful age, first being duly sworn upon oath, and upon personal knowledge, state as follows:

1. I am a resident of the State of Oklahoma.
2. My company, Little Land Company, is a member of the Settlement Class in the above-described case.
3. I have had an opportunity to review the Settlement Agreement and other relevant documents made available on the website related to this Settlement. Following my review, I support all aspects of the Settlement, including: the cash settlement amount of \$900,000.00; Class Counsel's request of attorneys' fees of \$300,000.00, which I understand represents 33.33% of the Gross Settlement Fund; Class Counsel's reimbursement of Litigation Expenses in an amount not to exceed \$20,000.00, and payment of Administration, Notice and Distribution Costs in an amount not to exceed \$110,000; and the case contribution award requested by Class Representative, Paula Parks McClintock, in an amount up to \$2,500.00, which I understand to be approximately 0.27% of the Gross Settlement Fund.

4. First, I believe the Settlement is fair, and reasonable and that it provides a great result for the Settlement Class.

5. Second, I support Class Counsel's request for attorneys' fees in the amount of \$300,000.00, which if stated as a percentage of the Gross Settlement Fund, would be 33.33%. Many Oklahoma royalty owners are unaware of and would likely never recover their underpaid and unpaid statutory interest in circumstances like these. Thus, without the dedication and efforts of Class Counsel, such owners would remain unpaid.

6. Third, I support the request for Class Representative, Paula Parks McClintock, to receive up to \$2,500.00 for her contribution to this case. If entities or individuals did not take on the responsibility of representing royalty owners, the benefits of a class recovery like this Settlement would not be possible for Oklahoma royalty owners.

7. Lastly, I support reimbursement of the requested Litigation Expenses of Class Counsel not to exceed \$20,000.00, and payment of Administration, Notice and Distribution Costs not to exceed \$110,000.00. I believe that these amounts are fair and should be awarded.

FURTHER AFFIANT SAYETH NOT.

Dated this 13th day of January 2020.

Little Land Company

Dan Little

Dan Little, President

Subscribed and sworn to before me this 13th day of January 2020.

Carmen J. Scott
Notary Public

Commission No. 02013689

My Commission Expires 08-13-2022



EXHIBIT 7

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

PAULA PARKS MCCLINTOCK,)	
)	
Plaintiff,)	
)	
v.)	Case No. 6:17-cv-00259-JAG
)	
CONTINUUM PRODUCER)	
SERVICES, L.L.C.,)	
)	
Defendant.)	

AFFIDAVIT OF SAYDEE RESOURCES, LLC

I, Tracey Swan, of lawful age, first being duly sworn upon oath, and upon personal knowledge, state as follows:

1. I am a resident of the State of Oklahoma.
2. My company, Saydee Resources, LLC is a member of the Settlement Class in the above-described case.
3. I have had an opportunity to review the Settlement Agreement and other relevant documents made available on the website related to this Settlement. Following my review, I support all aspects of the Settlement, including: the cash settlement amount of \$900,000.00; Class Counsel's request of attorneys' fees of \$300,000.00, which I understand represents 33.33% of the Gross Settlement Fund; Class Counsel's reimbursement of Litigation Expenses in an amount not to exceed \$20,000.00, and payment of Administration, Notice and Distribution Costs in an amount not to exceed \$110,000; and the case contribution award requested by Class Representative, Paula Parks McClintock, in an amount up to \$2,500.00, which I understand to be approximately 0.27% of the Gross Settlement Fund.

4. First, I believe the Settlement is fair, and reasonable and that it provides a great result for the Settlement Class.

5. Second, I support Class Counsel's request for attorneys' fees in the amount of \$300,000.00, which if stated as a percentage of the Gross Settlement Fund, would be 33.33%. Many Oklahoma royalty owners are unaware of and would likely never recover their underpaid and unpaid statutory interest in circumstances like these. Thus, without the dedication and efforts of Class Counsel, such owners would remain unpaid.

6. Third, I support the request for Class Representative, Paula Parks McClintock, to receive up to \$2,500.00 for her contribution to this case. If entities or individuals did not take on the responsibility of representing royalty owners, the benefits of a class recovery like this Settlement would not be possible for Oklahoma royalty owners.

7. Lastly, I support reimbursement of the requested Litigation Expenses of Class Counsel not to exceed \$20,000.00, and payment of Administration, Notice and Distribution Costs not to exceed \$110,000.00. I believe that these amounts are fair and should be awarded.

FURTHER AFFIANT SAYETH NOT.

Dated this 14th day of January 2020.

Saydee Resources, LLC

Tracey Swan
Tracey Swan, Manager

Subscribed and sworn to before me this 14th day of January 2020.

(Linda Beebe)
Notary Public
Commission No. 12009152
My Commission Expires 09/27/20



Subject: Activity in Case 6:17-cv-00259-JAG McClintock v. Continuum Producer Services, L.L.C. Brief in Support of Motion

Date: Wednesday, January 15, 2020 at 4:42:09 PM Central Standard Time

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Eastern District of Oklahoma

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Case Name: McClintock v. Continuum Producer Services, L.L.C.

Case Number: [6:17-cv-00259-JAG](#)

Filer: Paula Parks McClintock

Document Number: [54](#)

Docket Text:

[BRIEF in Support of Motion \(Re: \[53\] MOTION for Final Approval Class Representative's Motion for Final Approval \) by Paula Parks McClintock ; \(With attachments\)\(Beckworth, Bradley\)](#)

6:17-cv-00259-JAG Notice has been electronically mailed to:

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Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1108664770 [Date=1/15/2020] [FileNumber=1086584-0
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Document description:Exhibit 1 - Declaration of Paula Parks McClintock

Original filename:n/a

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Document description:Exhibit 2 - Declaration of Bradley E. Beckworth, Patrick M. Ryan and Robert N. Barnes on
Behalf of Class Counsel

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit 3- Affidavit of Barbara Ley

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit 4 - Declaration of Jennifer N. Keough for JND Legal Administration

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit 5 - Excerpts from Transcripts from CompSource and BNY Mellon

Original filename:n/a

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Document description:Exhibit 6 - Affidavit of Little Land Company

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit 7 - Affidavit of Saydee Resources, LLP

Original filename:n/a

Electronic document Stamp:

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