

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

Craig Cowan, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

Case No. 23-CV-300-JAR

Triumph Energy Partners, LLC,

Defendant.

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

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

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

Class Representative’s proposed Judgment is attached as **Exhibit 1**, and Class Representative’s Proposed Initial Plan of Allocation Order is attached as **Exhibit 2**.<sup>1</sup> With no objections filed to date and with four (4) of the thousands of potential class members purporting to opt-out as of this filing, Class Representative submits that the Settlement is fair, reasonable, and adequate and should be finally approved. **Ex. 3**, Class Rep. Decl.<sup>2</sup>

**BACKGROUND**

In the interest of brevity, Class Representative will not recite the entire background of this Litigation. Rather, Class Representative refers the Court to the Motion for Preliminary

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<sup>1</sup> The proposed judgment is attached as Exhibit 2 to the Settlement Agreement (“SA”), which is filed at Doc. 9-1. Class Counsel will also submit native versions of the proposed orders to the Court in advance of the Final Fairness Hearing and after the opt-out and objection deadline (January 8, 2024) has passed.

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

Approval (Doc. 9), the Joint Declaration of Class Counsel (“Joint Counsel Decl.”) (**Exhibit 4**), the pleadings on file, and any other matters of which the Court may take judicial notice, all of which are incorporated as if fully set out in this memorandum.

On October 17, 2023, the Court issued an order preliminarily approving the Settlement, approving the Plan of Notice, and setting a date of January 29, 2024, for the Final Fairness Hearing. Doc. 19 at 7, ¶ 13 (“Preliminary Approval Order”). The Court also approved the Notices of Proposed Settlement of Class Action (“Notices”), for mailing and publication. *Id.* at 6–7. The Court ordered that Notice be given to Class Members in accordance with the Plan of Notice as outlined in the Settlement Agreement and found that the Notices being provided “are the best notice practicable under the circumstances; constitute due and sufficient notice to all persons and entities entitled to receive such notice; and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.” *Id.* at 5, ¶ 8. Since preliminary approval, Notice was mailed, by first-class mail, as ordered by the Court, to thousands of potential members of the Settlement Classes between November 16, 2023, and the present. **Ex. 5**, Keough Decl. at 3, ¶¶ 6–8. Notice was also published on the settlement website and, on November 20, 2023, in *The Oklahoman* and *The Tulsa World*. *Id.* at 3–4, ¶¶ 9–10.

The facts regarding certification haven’t changed since the Court entered the Preliminary Approval Order—class certification remains proper. A general plan of allocation was described in the Notices, along with the other material terms of the SA. *See Ex. 5*, Keough Decl. at Exs. A, C; SA, Doc. 9-1. Consistent with the Notices and the Plan of Allocation, the preliminary allocation shows the proposed distributions to each member of the Settlement Classes and an amount of distribution. The Initial Plan of Allocation—prepared by Plaintiff’s expert, Barbara Ley—assumes the Court approves the requests for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the requests for Plaintiff’s Attorneys’ Fees and a Case Contribution Award. The SA contemplates that Class Representative will move the Court for a Distribution Order based upon a Final Plan of Allocation

within sixty (60) days after the Effective Date, with the benefit of the Court's ruling on those requests. *See* Doc. 9-1 at 22, ¶ 6.4.

Following mailing of the Notices, Members of the Settlement Classes have fifty-three (53) days to request exclusion or file an objection. Only four (4) requests for exclusion and zero objections have been received as of the time of this filing.<sup>3</sup> *See* **Ex. 5**, Keough Decl. at 4–5 ¶¶ 14–17. The small number of opt-outs from and no objections to the Settlement thus far support the conclusion that the Settlement and Plan of Allocation are fair, adequate, reasonable, and in the best interests of the Settlement Classes such that final approval should be granted.

### **ARGUMENT & AUTHORITY**

The Court should grant final approval of the Settlement. The procedure for reviewing a proposed class action settlement is a well-established two-step process. First, the Court conducts a preliminary analysis to determine if the settlement should be preliminarily approved such that the class should be notified of the pendency of a proposed settlement. *Manual for Complex Litigation* § 21.632 (4th ed. 2004). Second, the class is notified and provided an opportunity to be heard at a fairness hearing before the settlement is finally approved. *Alba Conte & Herbert B. Newberg, Newberg on Class Actions* § 11.25, at 38 (4th ed. 2002). The Court already carried out this first step with its Preliminary Approval Order, and notice was effectuated pursuant to the terms of the SA and in the form and manner approved by the Court. *See* **Ex. 5**, Keough Decl. at 2–4, ¶¶ 4–13. As to the final step, courts in the Tenth Circuit consider four factors when deciding whether to finally approve a class action settlement:

- a. Whether the proposed settlement was fairly and honestly negotiated;
- b. Whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;

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<sup>3</sup> Because this Motion is due before the exclusion and objection deadline (January 8, 2024), Class Representative will submit a supplement detailing the requests for exclusion and objections, if any, received and indicate those that were properly submitted.

- c. Whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and
- d. Whether, in the parties' judgment, the settlement is fair and reasonable.

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

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

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

**Class I**

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells, where Triumph Energy Partners, LLC was the operator (or a working interest owner) who marketed its share of gas production and royalties on such marketed gas was paid to such royalty owners. The claims in this matter relate to royalty payments for gas and its constituents (including, but not limited to, residue gas, natural gas liquids, helium, nitrogen, drip condensate, or gas used off the lease premises).

**Class II**

All non-excluded persons or entities who received late payments under the Production Revenue Standards Act from Triumph Energy Partners, LLC (or its designee) for oil-and-gas proceeds from Oklahoma wells and whose payments did not include the statutory interest required by the Production Revenue Standards Act.

Excluded from Class I and II are: (1) Triumph Energy Partners, LLC and the Released Parties and their respective affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any publicly traded company or its affiliated entity that produces, gathers, processes, or markets gas; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

Doc. 9 at 2–3, ¶ 3. Class certification remains proper under Rule 23(a) and (b)(3) for settlement purposes for the reasons set forth in the Preliminary Approval Motion (*see* Doc. 9). And Defendant consents to certification of the Settlement Classes for the purpose of settlement.

The prerequisites for class certification under Rule 23(a) and (b)(3) are satisfied. First, Rule 23(a)(1)'s numerosity requirement is satisfied because the Settlement Classes consist of thousands of owners, whose joinder would be impracticable. **Ex. 5**, Keough Decl. at 2, ¶ 4; *see also Trevizo v. Adams*, 455 F.3d 1155, 1161–62 (10th Cir. 2006).

Second, Rule 23(a)(2)'s commonality requirement is met because many questions of law and fact exist that could be answered uniformly for the Settlement Classes using common evidence. *See, e.g., Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442 (2016); *see also Sherman v. Trinity Teen Solutions, Inc.*, 84 F.4th 1182, 1192 (10th Cir. 2023) (“A finding of commonality requires only a single question of law or fact common to the entire class” (cleaned up)). Each of these common issues stems from a common body of law—the statutory and common law of the State of Oklahoma. The real property interests at issue are property located in the State of Oklahoma, and the payments at issue are governed by Oklahoma substantive law. Thus, any choice of law analysis would result in the application of Oklahoma law to the legal claims and, as such, there are no other states' laws implicated by this action, nor any other choice of law issues that could affect the Court's commonality analysis here. *See id.*

Third, Rule 23(a)(3)'s typicality requirement is satisfied because Defendant treated all owners the same for purposes of oil and gas proceeds payments, the same legal theories and fact issues underlie each Class Member's claims, and all Class Members suffered the same type of injury arising out of the same facts that can be proven by the same, common evidence. *Sherman*, 84 F.4th at 1193–94.

Finally, Rule 23(a)(4)'s adequacy of representation requirement is satisfied because there are no conflicts—minor or otherwise—between Class Representative and the other Class Members. **Ex. 3**, Class Rep. Decl.; *see Tennille v. Western Union Co.*, 785 F.3d 422, 430 (10th Cir. 2015) (“Only a conflict that goes to the very subject matter of the litigation will

defeat a party's claim of representative status.") (internal citation omitted). Class Representative and Class Counsel have prosecuted this matter vigorously and Class Counsel is unquestionably qualified to represent the Settlement Classes here. *See Ex. 4*, Joint Counsel Decl. at 1–4, ¶¶ 1–19.

Additionally, Rule 23(b)(3)'s predominance and superiority requirements are satisfied here. *Tyson Foods*, 577 U.S. at 453; *Sherman*, 84 F.4th at 1194 ("To assess predominance, the district court must determine whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues." (cleaned up))). The predominance requirement is met because the substantive claims are all common (Oklahoma law under Oklahoma choice-of-law principles) as are the aggregation-enabling issues of fact (chiefly, Defendant's common course of under and late payments to Class Members). The common questions under the shared law predominate over and are more important than any potential individual issues that theoretically could arise in the Litigation. And the superiority requirement is satisfied because resolving the Litigation through the classwide Settlement is far superior to any other method for fairly and efficiently adjudicating these claims.

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

## **2. The Court Should Grant Final Approval of the Settlement**

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

also *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged.”). As demonstrated below, each of the four factors identified by the Tenth Circuit weighs in favor of final approval.

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

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

Here, the Settlement is the product of extensive arm’s-length negotiations between the Parties’ experienced counsel at mediation presided over by Robert G. Gum, a seasoned lawyer who has successfully mediated a number of these matters. *See Ex. 4*, Joint Counsel Decl. at 4, ¶¶ 15–18. The use of a formal settlement process supports the conclusion that the Settlement was fairly and honestly negotiated. *See Ashley v. Reg’l Transp. Dist.*, No. 05-CV-01567-WYD-BNB, 2008 WL 384579, at \*6 (D. Colo. Feb. 11, 2008) (finding settlement fairly and honestly negotiated where the parties engaged in formal settlement mediation conference and negotiations over four months). And the assistance of an experienced mediator “in the settlement negotiations strongly supports a finding that they were conducted at arm’s-length and without collusion.” *In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 576 (S.D.N.Y. 2008). Here the parties engaged an experienced mediator whose involvement culminated in a classwide settlement.

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

litigation, and have obtained settlements in numerous underpayment or late payment class actions in Oklahoma state and federal courts.<sup>4</sup> Class Counsel are experienced and qualified counsel and represented the Settlement Classes honestly and fairly during the Litigation and settlement negotiations. *See Ex. 4*, Joint Counsel Decl. at 1–4, ¶¶ 1–19.

Class Counsel’s experience positioned them well to comprehensively examine the large amount of information and data produced by Defendant, enabling the Parties to make informed decisions about the strengths and weaknesses of their respective cases. *See, e.g., Id.* at 3–5, ¶¶ 10–26; *Childs v. Unified Life Ins. Co.*, No. 10-CV-23-PJC, 2011 WL 6016486, at \*12 (N.D. Okla. Dec. 2, 2011). Further, Class Representative was involved in the mediation and negotiations and believes the settlement process resulted in an excellent recovery for the Settlement Classes. *See Ex. 3*, Class Rep. Decl. Class Representative expended time and resources, including communicating with Class Counsel, providing documents and information, and participating in the mediation and negotiations that led to the Settlement. *Id.* The

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<sup>4</sup> *See, e.g., Cecil v. BP Am. Prod. Co.*, No. 16-CV-410-KEW (E.D. Okla. 2018); *Harris v. Chevron U.S.A., Inc.*, No. 19-CV-355-SPS (E.D. Okla. 2019); *McNeill v. Citation Oil & Gas Corp.*, No. 17-CV-121-RAW (E.D. Okla. 2019); *Bollenbach v. Okla. Energy Acquisitions LP*, No. 17-CV-134-HE (W.D. Okla. 2018); *McKnight Realty Co. v. Bravo Arkoma*, No. 17-CV-308-KEW (E.D. Okla. 2018); *Speed v. JMA Energy Co., LLC*, No. CJ-2016-59 (Okla. Dist. Ct. Hughes Cty. 2019); *Henry Price Tr. v. Plains Mktg.*, No. 19-CV-390-KEW (E.D. Okla. 2021); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ (N.D. Okla. 2021); *Johnston v. Camino Nat. Res., LLC*, No. 19-CV-2742-CMA-SKC (D. Colo. 2021); *Swafford v. Ovintiv Inc., et al.*, No. 21-CV-210-SPS (E.D. Okla.); *Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.*, No. 19-CV-514-JFH-JFJ (N.D. Okla.); *McKnight Realty Co v. Bravo Arkoma, LLC*, No. 20-CV-428-KEW (E.D. Okla.); *Rounds, et al. v. FourPoint Energy, LLC*, No. 20-CV-52-P (W.D. Okla.); *Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-1199-F (W.D. Okla.); *Wake Energy, LLC v. EOG Res., Inc.*, No. 20-CV-183-ABJ (D. Wyo.); *Joanna Harris Deitrich Tr. A. v. Enerfin Res. I Ltd. P’ship, et al.*, No. 20-CV-084-KEW (E.D. Okla.); *Cowan v. Devon Energy Corp., et al.*, No. 22-CV-220-JAR (E.D. Okla.); *Kunnehan Props. LLC, et al. v. Marathon Oil Co.*, No. 22-CV-274-KEW (E.D. Okla.); *Hoog v. PetroQuest Energy, L.L.C., et al.*, No. 16-CV-463 (E.D. Okla.); *Lee v. PetroQuest Energy, L.L.C., et al.*, No. 16-CV-516-KEW (E.D. Okla.); *Underwood v. NGL Energy Partners LP*, No. 21-CV-135-CVE-SH (N.D. Okla.); *Rice v. Burlington Res. Oil & Gas Co., LP*, No. 20-CV-431-GKF-SH (N.D. Okla.); *Dinsmore, et al. v. ONEOK Field Servs. Co., L.L.C.*, No. 22-CV-73-GKF-CDL (N.D. Okla.); *Dinsmore, et al. v. Phillips 66 Co.*, No. 22-CV-44-JFH (E.D. Okla.); *Ritter v. Foundation Energy Management, LLT, et al.*, No. 22-CV-246-JFH (E.D. Okla.).



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

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

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

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

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

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

The complexity, uncertainty, expense, and likely duration of further litigation and appeals also support approval of the proposed Settlement. The immediate value of the \$8,200,000.00 cash recovery alone outweighs the uncertainty, additional expense, and likely duration of further litigation. The Settlement Classes are “better off receiving compensation now as opposed to being compensated, if at all, several years down the line, after the matter

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

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

Class Counsel is intimately familiar with the risks of proceeding with the Litigation because they have extensive experience prosecuting oil-and-gas class actions. See **Ex. 4**, Joint Counsel Decl. at 1–2, ¶¶ 1–2. Class Counsel believes the value of the Settlement outweighs the risks of proceeding further with the Litigation. *Id.* at 5, ¶ 23. When the risks and uncertainties of continuing the Litigation are compared to the immediate benefits of the Settlement, it is clear the Settlement is fair, reasonable, and in the best interests of the Settlement Classes. The third factor supports final approval of the Settlement.

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

The fact that Class Representative and Defendant believe the Settlement is fair and reasonable supports final approval. Class Counsel and Class Representative only agreed to

settle the Litigation after considering the substantial benefits the Settlement Classes will receive, the risks and uncertainties of continued litigation, and the desirability of proceeding under the terms of the Settlement Agreement.

Class Counsel's judgment as to the fairness of the Settlement also supports final approval. "Counsel's judgment as to the fairness of the [settlement] agreement is entitled to considerable weight." *Childs*, 2011 WL 6016486 at \*14 (citation omitted). Class Counsel believes the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Classes, and the Settlement is in the Class Members' best interests. *See Ex. 4*, Joint Counsel Decl. at 5, ¶ 23. This last factor fully supports the Court's final approval of the Settlement. Indeed, all four factors considered by courts in the Tenth Circuit support final approval of the Settlement.

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

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

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

In its Preliminary Approval Order, the Court preliminarily approved the form and manner of the Notice disseminated by the Settlement Administrator, finding the Notices “are the best notice practicable under the circumstances; constitute due and sufficient notice to all persons and entities entitled to receive such notice; and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.” Doc. 19 at 5, ¶ 8. The Court directed dissemination of the Notices in accordance with the Settlement Agreement and the Preliminary Approval Order. *Id.*

The Notice was mailed to thousands of potential Class Members and further diligence was conducted to ascertain proper mailing addresses. Ex. 5, Keough Decl. at 2–3, ¶¶ 4–8. In addition, the Court-approved Notice was published on November 20, 2023, in two newspapers of local circulation, *The Oklahoman* and *The Tulsa World*. *Id.* at 3, ¶ 9. The Notice materially informed Class Members about the Litigation, the Settlement, and the facts needed to make informed decisions about their rights. Also, the Notice, along with other documents germane to the Settlement, were posted on the website created for and dedicated to this Litigation, [www.cowan-triumph.com](http://www.cowan-triumph.com), beginning on November 16, 2023. *Id.* at 4, ¶¶ 10–11. This website is maintained by the Settlement Administrator, where additional information regarding the Settlement can be found. *Id.*

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

#### 4. The Initial Plan of Allocation Should Be Approved

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

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

Specifically, the Net Settlement Fund will be allocated to individual Class Members proportionately based on the amount of statutory interest owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA, 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 Plaintiff's Counsel believes has since accrued, and 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, the production marketed by Defendant, the amount and date of claimed royalty underpayment, the time period when the claimed underpayment occurred, and, the distribution of small amounts that may exceed the cost of the Five-Dollar distribution (\$5.00). Pursuant to the SA, the Initial Plan of Allocation further

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

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

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

### **CONCLUSION**

Class Representative and Class Counsel respectfully request that the Court enter the proposed Judgment, attached as **Exhibit 1**.<sup>5</sup> The proposed Judgment grants: (1) final certification of the Settlement Classes; (2) final approval of the Settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Classes; and (3) final approval of the Notice to Class Members. Class Representative and Class Counsel also respectfully request that the Court enter the proposed Initial Plan of Allocation Order, attached as **Exhibit 2**, to govern the allocation and distribution of the Net Settlement Fund to Class Members.

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<sup>5</sup> **Exhibit 1** reserves space for the Court to rule on objections, if any, and determine the approved requests for exclusion.

Respectfully Submitted,

/s/ Ryan K. Wilson

Reagan E. Bradford, OBA #22072

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**CLASS COUNSEL**

### **CERTIFICATE OF SERVICE**

I hereby certify that on December 28, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to parties and attorneys who are filing users.

/s/ Ryan K. Wilson

Ryan K. Wilson

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

Craig Cowan, on behalf of himself and all  
others similarly situated,

Plaintiff,

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Triumph Energy Partners, LLC,

Defendant.

Case No. 23-CV-300-JAR

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**JUDGMENT**

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This is a class action lawsuit brought by Plaintiff Craig Cowan (“Plaintiff”), on behalf of himself and as a representative of a class of owners (defined below), against Triumph Energy Partners, LLC (“Defendant”) (“Plaintiff” and “Defendant” collectively the “Parties”), for the alleged underpayment of royalty on gas and constituents and for failure to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. § 570.1 *et seq.* (the “PRSA”) for oil and gas production proceeds from oil and gas wells in Oklahoma. On August 21, 2023, the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) finalizing the terms of the Settlement.<sup>1</sup>

On October 17, 2023, the Court preliminarily approved the Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Classes for Settlement Purposes, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing (the “Preliminary Approval Order”). In the Preliminary Approval Order, the Court, *inter alia*:

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



- a. certified the Settlement Classes for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Settlement Class;
- b. appointed Plaintiff Craig Cowan as Class Representative and Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel;
- c. preliminarily found: (i) the proposed Settlement resulted from extensive arm's-length negotiations; (ii) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weaknesses of Class Representative's and the Settlement Classes claims; (iii) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Classes;
- d. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Classes;
- e. preliminarily approved the form and manner of the proposed Notices to be communicated to the Settlement Classes, finding specifically that such Notices, among other information: (i) described the terms and effect of the Settlement; (ii) notified the Settlement Classes that Plaintiff's Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award for Class Representative's services; (iii) notified the Settlement Classes of the time and place of the Final Fairness Hearing; (iv) described the procedure for requesting exclusion from the

- Settlement; and (v) described the procedure for objecting to the Settlement or any part thereof;
- f. instructed the Settlement Administrator to disseminate the approved Notices to potential members of the Settlement Classes in accordance with the Settlement Agreement and in the manner approved by the Court;
  - g. provided for the appointment of a Settlement Administrator;
  - h. provided for the appointment of an Escrow Agent;
  - i. set the date and time for the Final Fairness Hearing as January 29, 2024, at 10:30 a.m. CT in the United States District Court for the Eastern District of Oklahoma; and
  - j. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Classes or object to the Settlement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice and Summary Notice was given to the Settlement Classes, notifying them of the Settlement and the upcoming Final Fairness Hearing. On January 29, 2024, in accordance with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to, *inter alia*:

- a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Classes;
- b. determine whether the notice method utilized by the Settlement Administrator: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the

Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

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

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

e. determine whether the applications for Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award to Class Representative are fair and reasonable and should be approved;<sup>3</sup> and

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

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

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

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

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

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

3. The Settlement Classes, which were certified in the Court’s Preliminary Approval Order, are defined as follows:

**Class I**

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells, where Triumph Energy Partners, LLC was the operator (or a working interest owner) who marketed its share of gas production and royalties on such marketed gas was paid to such royalty owners. The claims in this matter relate to royalty payments for gas and its constituents (including, but not limited to, residue gas, natural gas liquids, helium, nitrogen, drip condensate, or gas used off the lease premises).

**Class II**

All non-excluded persons or entities who received late payments under the Production Revenue Standards Act from Triumph Energy Partners, LLC (or its designee) for oil-and-gas proceeds from Oklahoma wells and whose payments did not include the statutory interest required by the Production Revenue Standards Act.

Excluded from Class I and II are: (1) Triumph Energy Partners, LLC and the Released Parties and their respective affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any publicly traded company or its affiliated entity that produces, gathers, processes, or markets gas; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

4. For substantially the same reasons as set out in the Court’s Preliminary Approval Order, (Doc. 19), the Court finds that the above-defined Settlement Classes should be and are hereby certified for the purposes of entering judgment pursuant to the Settlement Agreement. Specifically, the Court finds that all requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied for settlement purposes. Because this case has been settled at this stage of the proceedings,

the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Classes could have been certified in this case on a contested basis.

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

6. At the Final Fairness Hearing on January 29, 2024, the Court fulfilled its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement and the Notice of Settlement provided to the Settlement Classes, considering not only the pleadings and arguments of Class Representative and Defendant and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class Members. In so doing, the Court considered arguments that could reasonably be made against, *inter alia*, approving the Settlement and the Notice of Settlement, even if such argument was not actually presented to the Court by pleading or oral argument.

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

entities entitled to such notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notices used by the Parties. The Court further finds that all Class Members have been afforded a reasonable opportunity to request exclusion from the Settlement Classes or object to the Settlement.

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

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

10. The Court finds that on October 4, 2023 (Doc. 14), Defendant caused notice of the Settlement to be served on the appropriate state official for each state in which a Class Member resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. In connection therewith, the Court has determined that, under 28 U.S.C. § 1715, the appropriate state official for each state in which a Class Member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds it was not feasible for Defendant to include on each such notice the names of each of the Class Members who reside in each state and the estimated proportionate share of each such Class Members to the entire Settlement as provided in 28 U.S.C. § 1715(b)(7)(A); therefore, each notice included a reasonable estimate of the number of Class Members residing in each state and the value of the Gross Settlement Fund. No appropriate state or federal official has entered an appearance or filed an objection to the entry of final approval of the Settlement. Thus, the Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Class Member may refuse to comply with or choose not to be bound by the Settlement and this Court's Orders in furtherance thereof, including this Judgment, under the provisions of 28 U.S.C. § 1715.

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

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

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

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

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

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

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



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

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

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

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

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

21. Any order approving or modifying any Plan of Allocation Order, the application by Class Counsel for an award of Plaintiff's Attorneys' Fees or reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request of Class Representative for Case

the Contribution Award shall be handled in accordance with the Settlement Agreement and the documents referenced therein (to the extent the Settlement Agreement and documents referenced therein address such an order).

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

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

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

25. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, to issue additional orders pertaining to, *inter alia*, Class Counsel's request for Plaintiff's Attorneys' Fees and reimbursement of reasonable Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representative's request for the Case

Contribution Award, and to enforce this Judgment. Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all claims as to Defendant and is therefore a final appealable judgment. The Court further hereby expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment in this Litigation.

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

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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JASON A. ROBERTSON  
UNITED STATES MAGISTRATE JUDGE

**Approved as to Form:**

/s/ Reagan E. Bradford

Reagan E. Bradford, OBA #22072  
Ryan K. Wilson, OBA #33306  
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**CLASS COUNSEL**

/s/ Travis P. Brown

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**COUNSEL FOR DEFENDANT**

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

Craig Cowan, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

Triumph Energy Partners, LLC,

Defendant.

Case No. 23-CV-300-JAR

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**INITIAL PLAN OF ALLOCATION ORDER**

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This Initial Plan of Allocation Order sets forth the manner in which the Net Settlement Fund will be administered and distributed to Class Members. The Net Settlement Fund for distribution will be allocated to each Class Member based on the factors and considerations set forth in the Initial Plan of Allocation (Doc. 20-6) and the Settlement Agreement (Doc. 9-1).

**INITIAL PLAN OF ALLOCATION**

The Net Settlement Fund for distribution will be allocated among individual Class Members based upon the factors set forth in the Declaration of Barbara Ley (Doc. 20-6), which are consistent with the factors set forth in Settlement Agreement (Doc. 9-1) and approved by the Court. Pursuant to the Settlement Agreement, the Plan of Allocation reduces the amount available for distribution for estimates of Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Case Contribution Award, which amounts were ultimately determined by the Court at the Final Fairness Hearing and which will be implemented in the Final Plan of Allocation.

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

**TIME FOR ALLOCATION AND DISTRIBUTION**

The allocation and distribution of the Net Settlement Fund for distribution shall be under the direct supervision of the Court and shall be consistent with the Final Plan of Allocation submitted by Class Counsel and approved by the Court. Furthermore, the timing, manner, and process for any distributions shall be consistent with the timing and process provided for in the Settlement Agreement (Doc. 9-1), which is incorporated herein by reference.

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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JASON A. ROBERTSON  
UNITED STATES MAGISTRATE JUDGE

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

Craig Cowan, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

Case No. 23-CV-300-JAR

Triumph Energy Partners, LLC,

Defendant.

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**DECLARATION OF CRAIG COWAN**

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

1. I have personal knowledge of the facts set out in this declaration based upon my personal involvement and upon information provided to me by Class Counsel.
2. I submit this declaration in support of the forthcoming Motion for Final Approval of Class Action Settlement and Motion for Approval of Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Case Contribution Award.
3. By submitting this declaration, I neither intend to, nor do I, waive any protections available to me, including, the attorney-client privilege, work product privilege, or any other privileges that may apply.
4. I own a royalty interest in the Herring 1-33 Well located which was once operated by Defendant Triumph Energy Partners, LLC ("Triumph").
5. Triumph remitted royalty proceeds to me and those proceeds were reduced by various deductions taken by Triumph.

6. Triumph also remitted royalty proceeds to me beyond the timelines required by the Production Revenue Standards Act (“PRSA”), without including the interest required by the PRSA.

7. As a result, I engaged Class Counsel to pursue claims for royalty underpayment and late payment of proceeds by triumph, both on behalf of myself individually and on behalf of all others who had been paid late without interest.

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

9. I agreed that Class Counsel would represent me on a contingency fee basis of 40% of any recovery obtained because of the risks and uncertainty associated with the lawsuit, the potentially significant expenses Class Counsel might incur, and the high level of representation to be provided by Class Counsel. I understood that a forty percent contingency fee was the market rate for similar actions. I understood that Class Counsel would work on a fully contingent basis and that I would not pay hourly rates for the engagement. My claims were not economic to pay the fees and expenses necessary to litigate this matter to completion on a pay-as-you-go or non-contingent fee structure.

10. Through this lawsuit, we have obtained an immediate cash recovery of \$8,200,000.00 for the Settlement Classes.

11. I was informed of material developments that occurred during nearly eighteen months of information analyses and negotiations that led to the Settlement, including developments as part of the mediation process.

12. I believe the negotiation process resulted in a significant benefit to the Settlement Classes, which provides an immediate cash value of \$8,200,000.00. This amount, after reduction

for court-approved Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration, Notice, and Distribution Costs, and a Case Contribution Award, if any, will be distributed to Class Members once the Settlement becomes Final and Non-Appealable, if approved. I believe this is a material recovery for the Settlement Classes.

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

14. The Settlement is a material recovery for the Settlement Classes 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 Classes.

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

16. Class Counsel is collectively applying for an award of Plaintiff's Attorneys' Fees out of the \$8,200,000.00 Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims.

17. Because of Class Counsel's efficient and outstanding work, I approve of Class Counsel's application for a fee award equal to 40% of the Gross Settlement Fund. I approve of Class Counsel's request for reimbursement of their reasonable and necessarily incurred Litigation Expenses. I understand that if the award is granted, Plaintiff's Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the \$8,200,000.00 Gross Settlement Fund.



18. While I will recover only my pro rata share of the Net Settlement Fund, I intend to seek a Case Contribution Award for representation of the Settlement Classes. The court-approved Notice states that a Case Contribution Award of \$164,000.00 is requested to compensate for the service as named plaintiff and class representative. This amount is based on the amount of time dedicated to the Litigation, as well as the expense, risk, and burden of serving as class representative in the lawsuit, and a reasonable estimate of the time to be dedicated to the lawsuit through the final distribution of the Net Settlement Fund to Class Members. I believe that such an award is justified in this case.


19. I wasn't promised any recovery or made any guarantees prior to filing this lawsuit, nor at any time during the lawsuit.

20. Based on these efforts and the benefits obtained for the Settlement Classes, I submit that a Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the \$8,200,000.00 settlement.

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

[signature page to follow]

Executed on: December 22, 2023

  
Craig Cowan

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

Craig Cowan, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

Case No. 23-CV-300-JAR

Triumph Energy Partners, LLC,

Defendant.

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

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

**BACKGROUND**

*Attorney Information*

1. We have litigated many class actions and complex commercial litigations in the state and federal courts of Oklahoma and in other state and federal courts.

2. We, Reagan E. Bradford and Ryan K. Wilson, are partners at the firm of Bradford & Wilson PLLC, which focuses on class actions and complex commercial litigation. We

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<sup>1</sup> Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Settlement Agreement (Doc. 9-1).

primarily litigate oil-and-gas class actions like this one and have successfully achieved recoveries for numerous classes on claims similar to those at issue in this case. *See, e.g., Cecil v. BP Am. Prod. Co.*, No. 16-CV-410-KEW (E.D. Okla.); *Harris v. Chevron U.S.A., Inc.*, No.19-CV-355-SPS (E.D. Okla.); *McNeill v. Citation Oil & Gas Corp.*, No. 17-CIV-121-RAW (E.D. Okla.); *Bollenbach v. Okla. Energy Acquisitions LP*, No. 17-CV-134-HE (W.D. Okla.); *McKnight Realty Co. v. Bravo Arkoma*, No. 17-CV-308-KEW (E.D. Okla.); *Speed v. JMA Energy Co., LLC*, No. CJ-2016-59 (Okla. Dist. Ct. Hughes Cty.); *Henry Price Tr. v. Plains Mktg.*, No. 19-cv-390-KEW (E.D. Okla.); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ (N.D. Okla.); *Johnston v. Camino Nat. Res., LLC*, No. 19-CV-2742-CMA-SKC (D. Colo.); *Swafford v. Ovintiv Inc., et al.*, No. 21-CV-210-SPS (E.D. Okla.); *Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.*, No. 19-CV-514-JFH-JFJ (N.D. Okla.); *Joanne Harris Deitrich Tr. A v. Enerfin Res. I Ltd. P'ship, et al.*, No. 20-CV-1199-F (E.D. Okla.); *Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-084-KEW (W.D. Okla.); *Rounds, et al. v. FourPoint Energy, LLC*, No. 20-CV-52-P (W.D. Okla.); *McKnight Realty Co. v. Bravo Arkoma, LLC*, No. 20-CV-428-KEW (E.D. Okla.); *Wake Energy, LLC v. EOG Res., Inc.*, No. 20-CV-183-ABJ (D. Wyo.); *Cowan v. Devon Energy Corp., et al.*, No. 22-CV-220-JAR (E.D. Okla.); *Kunneman Props. LLC, et al. v. Marathon Oil Co.*, No. 22-CV-274-KEW (E.D. Okla.); *Hoog v. PetroQuest Energy, L.L.C., et al.*, No. 16-CV-463-KEW (E.D. Okla.); *Lee v. PetroQuest Energy, L.L.C., et al.*, No. 16-CV-516-KEW (E.D. Okla.); *Underwood v. NGL Energy Partners LP*, No. 21-CV-135-CVE-SH (N.D. Okla.); *Rice v. Burlington Res. Oil & Gas Co., LP*, No. 20-CV-431-GKF-SH (N.D. Okla.); *Dinsmore, et al. v. ONEOK Field Servs. Co., L.L.C.*, No. 22-CV-73-GKF-CDL (N.D. Okla.); *Dinsmore, et al. v. Phillips 66 Co.*, No. 22-CV-44-JFH (E.D. Okla.); *Ritter v. Foundation Energy Management, LLT, et al.*, No. 22-CV-246-JFH (E.D. Okla.). In addition to those prior recoveries, we are actively litigating numerous other class claims related to oil-and-gas royalty payments. More information about us may be found on the firm website, [www.bradwil.com](http://www.bradwil.com).

3. The Court has appointed us as Co-Lead Class Counsel. Doc. 19 at 4, ¶ 4.

4. As Class Counsel, the foregoing have achieved an exceptional result, obtaining a settlement with a total cash value of \$8,200,000.00.

*Prosecuting the Claims*

5. Before filing the Litigation, we extensively investigated the payment practices of Defendant Triumph Energy Partners (“Defendant” or “Triumph”).

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

7. We also reviewed prior and pending cases related to the claims at issue in this case, and we relied upon our experience in cases of this kind.

8. On May 10, 2022, we served a written demand to Triumph, raising concerns with Triumph’s natural gas royalty payment practices and invoking Plaintiff’s statutory rights to information under OKLA. STAT. tit. 52, § 570.12.

9. After initial discussions concerning Plaintiff’s claims with Triumph’s counsel, the parties entered into a tolling agreement on June 15, 2022.

10. Ultimately, the tolling agreement was extended five times while Triumph produced data requested by Plaintiff and so that the parties could continue their negotiations of a classwide settlement.

11. Triumph produced voluminous information and data in response to Plaintiff’s requests during negotiations, including over half-a-million rows of electronic pay detail, thousands of pages of plant statements, and other data needed to evaluate Plaintiff’s class claims.

12. We further analyzed public data regarding Triumph, including the nature of its operations, management, and leases in Oklahoma.

13. To fully evaluate the data, we also engaged consultants who are regularly retained to analyze and testify as to damages for the same claims Plaintiff asserted against

Triumph, including underpayment of royalties on natural gas and late payment of oil and gas proceeds under Oklahoma law.

14. Following extensive work between us and the retained consultants, Plaintiff's counsel provided Triumph with a damage assessment for both of the classes at issue. This resulted in numerous calls and additional exchanges of information between the parties to determine if a settlement could be reached.

15. After nearly a year of data analyses by us and the retained consultants, the parties agreed to mediate the claims on March 28, 2023, with experienced mediator Robert G. Gum presiding over the mediation.

16. After conducting a full day of mediation, the parties were unable to reach a resolution of Plaintiff's class claims. Nevertheless, the parties continued their settlement discussions and negotiations.

17. At the request of the parties, Mr. Gum provided a mediator's proposal on April 24, 2023. While the parties didn't enter into a settlement based upon the mediator's proposal, it allowed the parties to reach an agreement in principle to resolve Plaintiff's class claims.

18. On June 12, 2023, the parties entered into a Memorandum of Understanding to document the essential terms of the Settlement. The parties then worked to memorialize the Memorandum of Understanding into a formal settlement agreement, which they ultimately executed on August 21, 2023.

19. We filed the motion for Preliminary Approval on September 25, 2023. Doc. 9. The Court entered the Preliminary Approval Order on October 17, 2023. Doc. 19.

20. **Notice Campaign and Plan of Allocation.** We then worked with the Settlement Administrator to carry out the Notice campaign, which is detailed in the Settlement Administrator's Declaration (Doc. 20-5), and to formulate the Initial Plan of Allocation (Doc. 20-6 at Ex. 2). These efforts required extensive communication and effort to effectuate the Notice campaign and to formulate the Initial Plan of Allocation in accordance with the Court's Preliminary Approval Order and the terms of the Settlement Agreement.

***The Overwhelming Positive Reaction to the Settlement***

21. Since the Notice campaign was effectuated, and at the time this declaration was executed, purported requests for exclusion associated with four (4) Class Members have been received. *See* Doc. 20-5, Keough Decl. at 4, ¶¶ 14–15. And no objections have been received. *Id.* at 5, ¶¶ 16–17. Because this declaration is required to be filed before the deadline for filing objections or requesting exclusion (January 8, 2024), Class Counsel will update the Court regarding any requests for exclusion or objections submitted or filed after the Court imposed deadline.

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

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

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

***Plaintiff’s Attorney’s Fees***

25. Class Counsel is seeking a 40% contingency fee from the up-front cash value of \$8,200,000.00, as is the customary fee in these cases.

26. Class Representative negotiated a contract to prosecute this case on a fully contingent basis, with a fee arrangement of 40% of any recovery obtained for the putative class.

27. Numerous state and federal courts in Oklahoma, including this Court, have recognized that a 40% contingent fee is standard in Oklahoma oil-and-gas class action litigation. *See, e.g., Cowan v. Devon Energy Corp., et al.*, No. 22-CV-220-JAR, Doc. 30 at 9 (E.D. Okla. Jan. 17, 2023) (“I find a 40% fee is consistent with the market rate for high quality legal services in class actions like this.”); *Allen v. Apache Corp.*, No. 22-CV-63-JAR, Doc. 37 at 14 (E.D. Okla. Nov. 16, 2022) (“I find this fee [40%] is consistent with the market rate and is in the range of the ‘customary fee’ in oil and gas class actions in Oklahoma state courts over the past

fifteen (15) years.”); *Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.*, No. 17-CV-336-KEW, Doc. 71 at 14 (E.D. Okla. Mar. 3, 2020) (same).

28. Based upon our experience, knowledge, education, study, and professional qualifications, we believe that the 40% contingent fee agreed to with Class Representative is the market rate for this case and is fair and reasonable. *See* Decl. of Steven S. Gensler, *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ, Doc. 64-7 at 24–25 (N.D. Okla. Apr. 7, 2021) (“[T]he typical fee agreement in similar royalty class actions in Oklahoma is a contingency fee of 40% . . . The 40% fee request in this case is consistent with what many federal and state courts in Oklahoma have awarded in other oil-and-gas royalty class actions.”).

29. Because a contingent fee is set in the marketplace and is definitive evidence of the reasonable and fair percentage fee at the time the risk is undertaken and largely unknown, courts often focus on the contingent fee class action agreement to set the fee for the entire class.

30. Courts consider the *Johnson* factors to determine whether the requested fee is reasonable. *See Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974).

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

32. **The novelty and difficulty of the questions presented by the litigation:** While oil-and-gas class actions are not necessarily novel in Oklahoma, they are incredibly difficult and complex, which is proven by the sheer fact that very few law firms undertake them. *Id.* at



7 (“Class actions are known to be complex and vigorously contested. The Court finds that this case presented novel and difficult issues. The legal and factual issues litigated in this case involved complex and highly technical issues.”). The continued difficulty of this area of the law, both in an oil-and-gas context and in a class action context, is also evident from the various positions taken by various judges, some denying class certification altogether. This factor supports the fee request.

33. **The skill required to perform the legal services properly:** Class actions are inherently difficult and generally hard fought, as is oil-and-gas litigation. Combined, the two areas of law require substantial skill and diligence. Very few firms even undertake such litigation. *Id.* at 7–8 (“I find the Declarations and other undisputed evidence submitted prove that this Litigation called for Class Counsel’s considerable skill and experience in oil and gas and complex class action litigation to bring it to such a successful conclusion, requiring investigation and mastery of complex facts, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses.”).

34. **The preclusion of other employment by the attorney due to the acceptance of the case:** While not a critical factor, it is common knowledge that the longer a case goes on the more other legal business it precludes since a lawyer and a law firm only have a finite amount of time to offer. *Id.* at 8 (“The Declarations and other undisputed evidence prove that Class Counsel necessarily were hindered in their work on other cases due to their dedication of time and effort to the prosecution of this Litigation.”).

35. **The customary fee:** As shown above, the customary fee is 40%. Sometimes more is awarded if counsel must go through trial or handle the case on appeal. Sometimes less is awarded if the case is a mega fund case. This Litigation is neither. This factor supports the fee request.

36. **Whether the fee is fixed or contingent:** This factor is the only one in the disjunctive—fixed “or” contingent. It is important to preserve the parties’ expectations in their representation agreement. In a contingent fee context, a poor result means a poor fee

(regardless of how long or hard the attorney worked, or how much skill displayed). A loss means no fee and usually the attorney “eats” the out-of-pocket expenses too. *See Cowan*, No. 22-CV-220-JAR, Doc. 30 at 9 (E.D. Okla. Jan. 17, 2023) (“Class Counsel undertook this Litigation on a purely contingent fee basis (with the amount of any fee being subject to Court approval), assuming a substantial risk that the Litigation would yield no recovery and leave them uncompensated. Courts consistently recognize that the risk of receiving little or no recovery is a major factor in considering an award of attorneys’ fees.”). When successful, a contingent fee must significantly exceed an hourly fee to recognize the risk of a substantial financial loss if the plaintiff is unsuccessful. Both types of fee structures are used in different settings, and both are ethical, legal, and reasonable. The fee in this case was a contingent fee case. This factor supports the fee request.

37. **Time limitations imposed by the client or the circumstances:** This was not a factor in this case and should not influence the Court one way or the other.

38. **The amount in controversy and the results obtained:** The Parties had varying damage models, as is customary. And the \$8,200,000.00 in up-front cash represents a significant amount of the damages calculated by Plaintiff’s expert. The result obtained in a contingent fee case is by far the most important factor in determining the fee to award. *See Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (the “critical factor is the degree of success obtained”). Many class actions have settled for a lower proportionate recovery of actual damages recovered here, and in Oklahoma, some class actions have failed altogether. This factor supports the fee request.

39. **The experience, reputation, and ability of the attorney:** We have extensive experience with both class actions and royalty underpayment and late payment suits, as this Court has previously found. *See supra* ¶ 2. We believe our experience and skill have served the Class Members well, meriting an award of fees as requested. Moreover, in this case, we faced opposition from experienced counsel from a well-respected law firm regularly hired by corporate defendants, including in these types of cases. This factor supports the fee request.

40. **The undesirability of the case:** Very few attorneys have the desire to take the risk involved in class actions. That is even more so in oil-and-gas class actions, where a litigation battle is waged against a sophisticated oil-and-gas company. *See Cowan*, No. 22-CV-220-JAR, Doc. 30 at 9 (E.D. Okla. Jan. 17, 2023) (“Compared to most civil litigation, this Litigation clearly fits the “undesirable” test and no other law firms or plaintiffs have asserted these class claims against Defendants. Few law firms would be willing to risk investing the time, trouble, and expenses necessary to prosecute this Litigation[.]”). This factor supports the fee request.

41. **The nature and length of the professional relationship with the client:** This factor has little if any relevance here, but still supports the requested award. We worked with Class Representative throughout the matter and Class Representative zealously represented the Settlement Classes. This factor supports the fee request.

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

43. Overall, the factors, and certainly the most important factors, support a 40% fee.

#### ***Litigation Expenses***

44. The books and records of Bradford & Wilson PLLC reflect the expenses incurred for this case. Based on our oversight of the work in connection with the Litigation and our review of these records, we believe them to constitute an accurate record of the expenses actually incurred by our firm in connection with the Litigation, and that all of the expenses were necessary to the successful conclusion of this case. The total expenses paid by Bradford & Wilson PLLC to date are \$80,454.67.

45. The expenses will increase as we prepare for the Final Fairness Hearing, including preparation of a preliminary allocation under the Initial Plan of Allocation and a Final Plan of Allocation and Distribution Order. Also, expenses will increase to the extent that bills for expenses have not yet arrived and been catalogued into the presently available

number. At this time, we anticipate that we will incur an additional \$44,545.33 in Litigation Expenses through the conclusion of this Litigation.

***Administration, Notice, and Distribution Costs***

46. The court-appointed Settlement Administrator, JND, has incurred \$20,027.51 in Administration, Notice, and Distribution Costs as of November 30, 2023. *See* Doc. 20-5, Keough Decl. at 5, ¶ 18. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Gross Settlement Fund.

47. JND estimates that it will require an additional \$54,972.49 in Administration, Notice, and Distribution Costs to complete the settlement process, for an overall total cost of \$75,000.00 in Administration, Notice, and Distribution Costs. *Id.*

***Case Contribution Award***


48. Class Representative was indispensable. *See* Doc. 20-3, Class Rep. Decl. Class Representative engaged experienced counsel, significantly assisted with the Litigation, with the negotiation of the settlement at mediation, and with the process for completing and seeking approval of the Settlement. Additionally, Class Representative searched and collected documents from his own records. When reason and common sense suggested mediating a resolution, Class Representative assisted in the process to ensure it was fair, reasonable, fully adversarial, and non-collusive. Class Representative has earned a Case Contribution Award, and 1–2% is common in oil-and-gas class actions in Oklahoma. *See, e.g., Harris v. Chevron U.S.A., Inc., et al.*, No. 19-CV-355-SPS, Doc. 40 at 17 (E.D. Okla. Feb. 27, 2020) (The class representative’s “request for an award of two percent is consistent with awards entered by Oklahoma state and federal courts, as well as federal courts across the country.”); *Dinsmore, et al. v. Phillips 66 Co.*, No. 22-CV-44-JFH, Doc. 36 at 9 (E.D. Okla. Sept. 21, 2023) (“The request for an award of 2% is consistent with awards entered in similar cases.”).

49. Here, as set forth in the Notice, Class Representative seeks a case contribution award totaling \$164,000.00, amounting to 2% of the \$8,200,000.00 Gross Settlement Fund.

Having worked with Class Representative throughout this matter, we fully support this request and believe the time and effort expended by Class Representative merits a Case Contribution Award of this value.

Executed December 28, 2023.

  
\_\_\_\_\_  
Reagan E. Bradford

  
\_\_\_\_\_  
Ryan K. Wilson

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

Craig Cowan, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

Case No. 23-CV-300-JAR

Triumph Energy Partners, LLC,

Defendant.

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

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

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

2. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases. As CEO of JND, I am involved in all facets of our Company’s operation. Among my responsibilities is to monitor the implementation of our notice and claim administration programs. I have more than 20 years of legal experience designing and supervising such programs.

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

3. JND is serving as the Settlement Administrator in the above-captioned litigation (the “Action”) pursuant to the Court’s Preliminary Approval Order dated October 17, 2023.

**CLASS MEMBER DATA**

4. On October 18, 2023, JND received an initial spreadsheet containing a total of 10,975 line items representing the names, mailing addresses, and other identifying owner information. On October 24, 2023, JND received a second spreadsheet containing a total of 3,858 line items following the removal of duplicate records and insertion of additional owner records that were not included in the initial spreadsheet. On October 26, 2023, JND received an amended spreadsheet that identified a subset of 2,468 owner records for the purposes of establishing a notice population of potential Class Members. JND promptly loaded the potential Class Member data into a database established for this administration.

5. Prior to effecting notice, JND certified the mailing data via the Coding Accuracy Support System (“CASS”) in order to ensure the consistency of the contact information in the database and then verified the mailing addresses through the National Change of Address (“NCOA”) database<sup>2</sup>, identifying updated addresses for 252 records. In addition, JND conducted advanced address research through TransUnion’s TLO service for 2 records with no address but for which sufficient information was available for a match and identified updated addresses for one (1) record. Of the 2,468 potential Class Member records, a mailing address could not be located for 52 records, leaving a total of 2,416 unique potential Class Members with a mailing address (“Initial Class Mailing List”).

---

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

### **NOTICE MAILING**

6. On November 16, 2023, JND caused the mailed Notice of Settlement to be mailed via USPS first-class mail to the 2,416 potential Class Members in the Initial Class Mailing List. A representative sample of the mailed Notice of Settlement is attached hereto as **Exhibit A**.

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

8. As of the date of this Declaration, JND has tracked 151 notices that have been returned to JND as undeliverable at the address provided. JND re-mailed five (5) notices to a forwarding address provided by USPS. For the remaining undeliverable notices, JND conducted advanced address research through TransUnion's TLO service, which located updated addresses for 37 Class Members. JND duly re-mailed the Notice of Settlement to those potential Class members for whom a new address was obtained. As of the date of this Declaration, one (1) of the notices that were forwarded or re-mailed in this manner, was returned as undeliverable.

### **SUMMARY NOTICE**

9. JND caused the summary Notice of Settlement to be published on November 20, 2023, in *The Oklahoman* and *Tulsa World*. Digital copies of the Notice of Settlement as seen in these publications is attached hereto as **Exhibit B**.



**SETTLEMENT WEBSITE**

10. On November 16, 2023, JND established a dedicated website (www.cowan-triumph.com), which hosts copies of important case documents, including Class Action Complaint, the Settlement Agreement, the Preliminary Approval Order, and the Notice of Settlement, and provides answers to frequently asked questions, as well as contact information for the Settlement Administrator. A copy of the Long Form Notice available on the website is attached hereto as **Exhibit C**.

11. As of the date of this Declaration, the website has tracked 119 unique users with 340 pageviews. JND will continue to update and maintain the website throughout the administration process and final approval process.

**TOLL-FREE INFORMATION LINE**

12. On November 16, 2023, JND established a case-specific toll-free telephone number (1-844-717-0723) with an interactive voice recording (IVR) that Class Members can use to obtain more information about the Settlement or to speak to an associate if they have any further questions.

13. As of the date of this Declaration, the toll-free number has received 10 calls.

**REQUESTS FOR EXCLUSION**

14. The Notice of Settlement directs that Class Members who wish to opt out of the Settlement Class could do so by mailing a valid Request for Exclusion to the Settlement Administrator, Class Counsel, and Plaintiff's Counsel, so that it is received on or before January 8, 2024.

15. As of the date of this Declaration, JND has received four (4) Requests for Exclusion. The persons or entities requesting exclusion are identified in the list attached hereto as **Exhibit D**.

**OBJECTIONS**

16. The Notice of Settlement directs that Class Members who would like to object to the Settlement may do so by filing an objection with the Court on or before January 8, 2024.

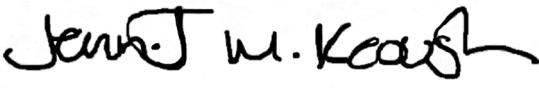
17. As of the date of this Declaration, JND is not aware of any objections.

**SETTLEMENT ADMINISTRATION COSTS**

18. As of November 30, 2023, JND had incurred \$20,027.51 in Administration, Notice, and Distribution Costs. JND estimates its total cost of bringing the administration of the Settlement to completion will not exceed \$75,000.00

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

Executed on December 28, 2023, at Seattle, Washington.

BY:   
\_\_\_\_\_

JENNIFER M. KEOUGH

# **Exhibit A**

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

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

**Who is included?** You may be a member of the Settlement Classes if, at any time prior to and including April 30, 2023, you received payments for oil-and-gas proceeds from Triumph Energy Partners, LLC for wells in the state of Oklahoma, and:

**Class I:** Triumph failed to properly pay you royalty on gas and its constituents; or

**Class II:** Triumph failed to pay you statutory interest on late payments under Oklahoma law.

The Settlement Classes have been preliminary approved for settlement only. There are exclusions.

*Cowan v. Triumph Settlement*  
c/o JND Legal Administration  
PO Box 91420  
Seattle, WA 98111



ID:

There is a proposed Settlement in a putative class action lawsuit filed against Triumph Energy Partners, LLC (“Defendant”) called *Cowan v. Triumph Energy Partners, LLC*, Case No. 23-cv-300-JAR, in the U.S. District Court for the Eastern District of Oklahoma. The Lawsuit claims Defendant (1) failed to properly pay royalty on gas and its constituents and (2) failed to pay statutory interest on payments made outside the time periods of the Production Revenue Standards Act for oil-and-gas production proceeds from wells in Oklahoma.

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

**What does the settlement provide?** The proposed Settlement provides monetary benefits of \$8,200,000.00 that will be distributed according to the terms of the Settlement Agreement, the documents referenced in and exhibits to the Settlement Agreement, and orders from the Court. Plaintiff’s Counsel will seek attorneys’ fees up to 40% of the Settlement, plus reimbursement of litigation expenses and administration costs, all to be paid from the Settlement. Plaintiff will seek a contribution award of up to 2% of the Settlement.

**What are my legal rights?** You do not have to do anything to stay in the Settlement Classes and receive the

benefits of the proposed Settlement. If you stay in the Settlement Classes, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by **January 8, 2024**. If you stay in the Settlement Class, you will be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendant or others identified in the Settlement Agreement from claims described therein. You may appear through an attorney if you so desire.

**What are my other options?** If you do not wish to participate in or be legally bound by the proposed Settlement, you may exclude yourself by opting out no later than **January 8, 2024**, by following the instructions from the Court (available on the website). If you opt out, you will not receive any benefits from the Settlement and will not be bound by it or the judgment in this case.

**When will the Court decide whether to approve the proposed Settlement?** A Final Fairness Hearing has been scheduled for **January 29, 2024**, at 10:30 a.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 North 5<sup>th</sup> Street, Muskogee, Oklahoma 74401. You are not required to attend the hearing, but you or your lawyer may do so if you wish.



**THIS IS ONLY A SUMMARY. TO GET A COPY OF THE LONG-FORM NOTICE OR FOR MORE INFORMATION, VISIT [WWW.COWAN-TRIUMPH.COM](http://WWW.COWAN-TRIUMPH.COM) OR CALL TOLL-FREE 1-844-717-0723.**

# **Exhibit B**

**NATION & WORLD**

Get the latest news: Find more stories in the Nation & World Extra section, a subscriber-only feature in your eNewspaper.

# Fentanyl-laced letters delay vote counts

Officials stocking up on OD antidote naloxone

Gene Johnson and Ed Komenda  
ASSOCIATED PRESS



**Eldon Miller works at the King County Elections headquarters Friday in Renton, Wash. The office began stocking Narcan, the nasal spray version of overdose-reversal drug naloxone, after receiving a letter laced with fentanyl this summer.** LINDSEY WASSON/AP

SEATTLE – The suspicious letters sent to vote centers and government buildings in six states this month were undeniably scary, some containing traces of fentanyl or white powder, accompanied by not-so-veiled threats and dubious political symbols.

Harkening back to the anthrax attacks that killed five people in 2001, the mailings are prompting elections officials already frustrated with ongoing harassment and threats to reach out to local police, fire and health departments for help stocking up on the overdose reversal medication naloxone.

Even if there's little risk from incidental contact with the synthetic opioid, having the antidote on hand isn't a bad idea amid an addiction epidemic that is killing more than 100,000 people in the U.S. every year – and it can provide some assurance for stressed ballot workers, election managers say.

“My team is usually in the direct fire just because we're opening up thousands of millions of ballots, depending on the election,” said Eldon Miller, who leads the ballot-opening staff at King County Elections in Seattle, which stocked up on naloxone after receiving a fentanyl-laced letter in August. “I always say to my team, ‘Your safety is my utmost importance.’”

The letters were sent this month to vote centers or government buildings in six states: Georgia, Nevada, California, Oregon, Washington and Kansas. Some were intercepted before they arrived, but others were delivered, prompting evacuations and delaying vote counts in local elections. The FBI and U.S. Postal Inspection Service are investigating.

Some of the letters featured an anti-fascist symbol, a progress pride flag and a pentagram. While the symbols have

sometimes been associated with leftist politics, they also have been used by conservative figures to label and stereotype the left. The sender's political leanings were unclear.

Fentanyl, an opioid that can be 50 times as powerful as the same amount of heroin, is driving an overdose crisis as it is pressed into pills or mixed into other drugs. Briefly touching it cannot cause an overdose, and researchers have found the risk of fatal overdose from accidental exposure is low, unlike with powdered anthrax that can float in the air and cause deadly infections when inhaled.

Election workers across the country have been besieged by threats, harassment and intimidation since former President Donald Trump and his supporters began spreading false election claims after he lost the 2020 election.

“I hope we encourage people to not hurt election officials,” said Anne Dover, the elections director in suburban Atlanta's Cherokee County, which did not receive a suspicious letter. “A lot of people are leaving the field. It's not just

threats of physical harm. There's a lot of emotional and psychological abuse.”

Dover reached out this month to fire department officials, who provided Narcan, the nasal spray version of naloxone. Naloxone can be obtained over the counter and given to people of all ages. It does not harm people who do not have opioids in their system.

Dover's office also is taking new precautions with mail: leaving it in a particular spot and having one person designated to open it wearing gloves and a mask.

Lane County, Oregon, which received a suspicious letter, will provide naloxone kits and train elections staff on administering it. So will Lincoln County, Nevada, which did not get a suspicious letter.

The office of Georgia Secretary of State Brad Raffensperger said this week that it will provide naloxone to any of the state's 159 counties after a letter intercepted on its way to elections officials in Atlanta's Fulton County tested positive for opioids.

Condemning the letters, Raffensperger noted one of his sons died of a fentanyl overdose about five years ago: “We know how deadly this stuff is.”

Some of the letters, including ones sent to King and Pierce counties in Washington state, bore striking similarities to the one King County received while counting votes in this year's August primary. The incident prompted King County Elections to procure naloxone, though the antidote was not needed then, or when its Renton office received a second fentanyl-laced letter this month.

“We felt like it was just a good idea to have on hand for all kinds of scenarios these days,” King County Elections spokeswoman Halei Watkins said. “We have it in a few spots in the building and include it with the first aid and emergency kits that go to our off-site vote centers.”

Maya Doe-Simkins, co-director of Remedy Alliance/For The People, which launched last year to provide low-cost or free naloxone to community-based harm-reduction programs, said governments should be more focused on providing the antidote to those who work with people likely to overdose.

There is no shortage of naloxone, which is available online and at some pharmacies, but its distribution leaves something to be desired, Doe-Simkins said. “It is an absolute gross misuse of resources to spend money on ensuring that election officials have naloxone,” Doe-Simkins said, especially because “the actual appropriate and evidence-based intervention for naloxone distribution is underfunded and under-resourced.”

Chris Anderson, the elections supervisor in Seminole County, Florida, said his office hasn't received any envelopes containing fentanyl in the mail but obtained several doses of Narcan this month from the fire department, which said it had plenty of supply. “We can immediately save a life with those,” Anderson said.

**LEGAL NOTICE**

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

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

**Class I**

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells, where Triumph Energy Partners, LLC was the operator (or a working interest owner) who marketed its share of gas production and royalties on such marketed gas was paid to such royalty owners. The claims in this matter relate to royalty payments for gas and its constituents (including, but not limited to, residue gas, natural gas liquids, helium, nitrogen, drip condensate, or gas used off the lease premises).

**Class II**

All non-excluded persons or entities who received late payments under the Production Revenue Standards Act from Triumph Energy Partners, LLC (or its designee) for oil-and-gas proceeds from Oklahoma wells and whose payments did not include the statutory interest required by the Production Revenue Standards Act

Excluded from Class I and II are: (1) Triumph Energy Partners, LLC and the Released Parties and their respective affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any publicly traded company or its affiliated entity that produces, gathers, processes, or markets gas; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

The Claim Period means checks or payments made or issued by Defendant at any time prior to and including April 30, 2023, subject to the terms of the Settlement Agreement regarding Released Claims. The Litigation seeks damages for Defendant's alleged failure to properly pay royalty on gas and its constituents (Class I) and pay statutory interest on allegedly late payments under Oklahoma law (Class II). Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court did not decide which side is right. Defendant means Triumph Energy Partners, LLC.

On October 17, 2023, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Eight Million Two Hundred Thousand Dollars (\$8,200,000.00) in cash (the “Gross Settlement Fund”). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the “Net Settlement Fund”) will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement.

The attorneys and law firms who represent the Classes as Class Counsel are Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC as Co-Lead Counsel. You may hire your own attorney if you wish. However, you will be responsible for that attorney's fees and expenses.

**What Are My Legal Rights?**

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

• **Stay in the Settlement Classes, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel **no later than January 8, 2024, at 5 p.m. CT.**

• **Exclude Yourself from the Settlement Classes:** To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, Plaintiff's Counsel, and Defendant's Counsel. Your Request for Exclusion must contain the information described in the Notice of Settlement found at the website listed below and must be received **no later than January 8, 2024, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on January 29, 2024, at 10:30 a.m. CT at the United States District Court for the Eastern District of Oklahoma. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including the Case Contribution Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and [www.cowan-triumph.com](http://www.cowan-triumph.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 Members of the Settlement Classes, read the Notice of Settlement, Settlement Agreement and other documents posted on the website or contact the Settlement Administrator.**

Visit: [www.cowan-triumph.com](http://www.cowan-triumph.com)  
Call Toll-Free: 1-844-717-0723  
Or write to: **Cowan v. Triumph Settlement**  
c/o JND Legal Administration,  
Settlement Administrator  
P.O. Box 91420  
Seattle, WA 98111

# Gas prices begin to fall nationwide, just in time for Thanksgiving travel

Medora Lee  
USA TODAY



**The national average for a gallon of unleaded gasoline dropped Saturday to \$3.320, the lowest since February, according to AAA.** GREG SWIERCZ/SOUTH BEND TRIBUNE FILE

There's good news for Americans who plan to hit the roads for Thanksgiving: Gas prices are falling nationwide – even in California.

The national average for a gallon of unleaded gasoline dropped Saturday to \$3.320, the lowest since February, according to AAA, a federation of motor clubs throughout North America. Even in California, where prices are among the highest in the country, a gallon of unleaded has fallen to \$5.002 per gallon from \$5.638 a month ago and \$5.099 last week, AAA said.

Gas app company GasBuddy posted an even lower average price for California. “\$5 NO MORE. ... California's average gas price has fallen to \$4.996 per gallon, the lowest since August, and it still has plenty of room to fall,” Patrick De Haan, head of petroleum analysis at GasBuddy, said in a post last week on X, formerly Twitter.

GasBuddy and AAA calculate gas prices slightly differently. GasBuddy calculates its average using data from customers using its app or discounts at local gas stations. AAA used data from swipes by companies' fleet credit cards at gas stations nationwide.

With AAA predicting that 55.4 million Americans will travel at least 50 miles between Wednesday and Nov. 26, with 49.1 million of them driving, “they certainly can be thankful for the decline in gasoline prices,” De Haan said. “Average gas prices have plummeted in all 50 states in the weeks ahead of Thanksgiving.”

De Haan expects the national average price of gas to drop even further by the time Americans start to travel en masse. He forecasts \$3.25 per gallon – saving Americans \$573 million during holiday travel compared to last year.

Even so, that's still the fourth-highest Thanksgiving pump price since 2013, GasBuddy data show. The top three Thanksgiving prices were \$3.56

in 2022, \$3.39 in 2021 and \$3.28 in 2013.

The lowest Thanksgiving gas prices were \$2.05 in 2015, \$2.11 in 2020 and \$2.13 in 2016, GasBuddy said.

The drop in gas prices is partly seasonal and partly due to lower oil prices, experts say. Gas is refined from oil, so the cost of crude determines about half the price of a gallon of gasoline.

Fall also brings a less expensive winter-blend gas that's formulated to help engines run in the cold. The switch to winter blend alone knocks off several cents per gallon, AAA says. In addition, people usually stay in more to avoid the cold, which means less driving.

Meantime, oil prices are hovering near the lowest levels since July amid growing concerns of weak global demand as economies in Europe and China show signs of sluggishness, said Craig Erlam, senior market analyst at broker OANDA. Weak economies produce less, which means they use less oil and gas to make and move people and products.

However, if the war between Israel and Hamas in the Middle East widens or Saudi Arabia maintains its production cuts, oil prices could spike and bring gas along for the ride, analysts said.

# Two fatally shot, 3 others injured at gathering

Tulsa police said gunfire erupted following a dispute among several armed people

## FROM STAFF REPORTS

Two people were fatally shot and three others injured after gunfire was exchanged at a party in Tulsa early Sunday morning, police said. The Tulsa Police Department is “actively investigating” the incident, Capt.

Richard Meulenberg said in a news release. “At approximately 1:58 a.m., officers responded to a report of a shooting near 3800 E. Woodrow St.,” the release said.

The location was a few blocks south of Harvard Avenue and Apache Street.

“Upon arrival, officers discovered multiple victims suffering from gunshot wounds. Two of the victims, a 40-year-old male and a 16-year-old male, died from their injuries. The 16-year-old died at the scene and the 40-year-old died at the hos-

pital,” Meulenberg said.

“Three other victims, a 20-year-old male, and 18-year-old male, and a 15-year-old male were transported to local hospitals for treatment.

“The preliminary investigation indicates that there was a family gathering at the residence when a dispute arose between a 16-year-old and another guest. The 16-year-old was the boyfriend of an invited guest.

“There were over a dozen people in the house including children under 10 years old at the time of the dis-

pute,” he said.

“The dispute escalated and the 16-year-old with his friends were asked to leave. The 16-year-old and his 15-year-old friend were both armed,” Meulenberg said in the release.

“The 40-year-old who was asking them to leave, did so while armed with a semi-automatic rifle. Once outside, gunfire was exchanged between the 40-year-old and the 16-year-old resulting in the death of the 16-year-old. The 40-year-old was hit by gunfire, fell, and

dropped his rifle. The son of the 40-year-old, who is a 20-year-old, picked up his father's rifle and an exchange of gunfire ensued between him and the 15-year-old. Both were hit by gunfire,” Meulenberg said.

Multiple people were struck, he said:

- 16-year-old male – died from gunshot wound
- 40-year-old male – died from gunshot wound
- 20-year-old male – struck in leg and hip
- 18-year-old male – struck and may have paral-

ysis

■ 15-year-old male – struck and in critical condition

“This is an ongoing investigation, and additional details will be released as they become available,” Meulenberg said.

Anyone with information about the shooting is asked to contact the Tulsa Police Department at 911 or Crime Stoppers at 918-596-COPS.

“We may have names to release in the morning; for now this is all we have to share,” Meulenberg said in the release.

# Woman, 22, dies in McCurtain County collision

## FROM STAFF REPORTS

A 22-year-old woman was killed in a collision Saturday afternoon in McCurtain County, the Oklahoma Highway Patrol

reported.

The crash occurred just before 1 p.m. at the intersection of U.S. 70 and Tyler Road, about 3 miles east of Millerton.

A 2006 Ford F250 pickup being driven south on Tyler Road by Jerry McClure, 49, of Garvin stopped at a stop sign, then failed to yield to traf-

fic, OHP reported. The vehicle pulled into the path of a 2009 Dodge Journey being driven west on U.S. 70 by Bristina Colbert of Golden.

Colbert was pronounced dead at the scene, and McClure was transported by air to a Texarkana hospital with internal injuries. There were no passen-

gers in either vehicle, OHP said.

The circumstances and cause of the collision were under investigation, OHP reported.

# Rosalynn Carter, outspoken former first lady, dies at 96

39th president's wife had active role at White House

**BILL BARROW AND MICHAEL WARREN**  
Associated Press

ATLANTA — Former first lady Rosalynn Carter, the closest adviser to Jimmy Carter during his one term as U.S. president and their four-plus decades thereafter as global humanitarians, died Sunday at the age of 96.

The Carter Center said she died after living with dementia and suffering many months of declining health.

The Carters were married for more than 77 years, forging what they both described as a “full partnership.” Unlike many previous first ladies, Rosalynn sat in on Cabinet meetings, spoke out on controversial issues and represented her husband on foreign trips. Aides to President Carter sometimes referred to her — privately — as “co-president.”

“Rosalynn is my best friend ... the perfect extension of me, probably the most influential person in my life,” Jimmy Carter told aides during their White House years, which spanned from 1977-1981.

Fiercely loyal and compassionate as well as politically astute, Rosalynn Carter prided herself on being an activist first lady, and no one doubted her behind-the-scenes influence. When her role in a highly publicized Cabinet shakeup became known, she was forced to declare publicly, “I am not running the government.”

Many presidential aides insisted that her political instincts were better than her husband's — they often enlisted her support for a project before they discussed it with the president. Her iron will, contrasted with her outwardly shy demeanor and a soft Southern accent, inspired Washington reporters to call her “the Steel Magnolia.”

Both Carters said in their later years that Rosalynn had always been the more political of the two. After Jimmy Carter's landslide defeat in 1980, it was she, not the former president, who contemplated an implausible comeback, and years later she confessed to missing their life in Washington.

Jimmy Carter trusted her so much that in 1977, only months into his term, he sent her on a mission to Latin America to tell dictators he meant what he said about denying military aid and other support to violators of human rights.

She also had strong feelings about the style of the Carter White House. The Carters did not serve hard liquor at public functions, though Rosalynn did permit American wine. There were



JOHN BAZEMORE, ASSOCIATED PRESS

Former U.S. President Jimmy Carter and his wife, former first lady Rosalynn Carter, sit together during a reception to celebrate their 75th wedding anniversary, July 10, 2021, in Plains, Ga. Rosalynn Carter died Sunday at age 96.

fewer evenings of ballroom dancing and more square dancing and picnics.

Throughout her husband's political career, she chose mental health and problems of the elderly as her signature policy emphasis. When the news media didn't cover those efforts as much as she believed was warranted, she criticized reporters for writing only about “sexy subjects.”

As honorary chairwoman of the President's Commission on Mental Health, she once testified before a Senate subcommittee, becoming the first first lady since Eleanor Roosevelt to address a congressional panel. She was back in Washington in 2007 to push Congress for improved mental health coverage, saying, “We've been working on this for so long, it finally seems to be in reach.”

She said she developed her interest in mental health during her husband's campaigns for Georgia governor.

“I used to come home and say to Jimmy, ‘Why are people telling me their problems?’ And he said, ‘Because you may be the only person they'll ever see who may be close to someone who can

help them,’” she explained.

After Ronald Reagan won the 1980 election, Rosalynn Carter seemed more visibly devastated than her husband. She initially had little interest in returning to the small town of Plains, Georgia, where they both were born, married and spent most of their lives.

“I was hesitant, not at all sure that I could be happy here after the dazzle of the White House and the years of stimulating political battles,” she wrote in her 1984 autobiography, “First Lady from Plains.” But “we slowly rediscovered the satisfaction of a life we had left long before.”

After leaving Washington, Jimmy and Rosalynn co-founded The Carter Center in Atlanta to continue their work. She chaired the center's annual symposium on mental health issues and raised funds for efforts to aid the mentally ill and homeless. She also wrote “Helping Yourself Help Others,” about the challenges of caring for elderly or ailing relatives, and a sequel, “Helping Someone With Mental Illness.”

Frequently, the Carters left home on humanitarian missions, building houses with Habitat for Humanity and

promoting public health and democracy across the developing world.

“I get tired,” she said of her travels. “But something so wonderful always happens. To go to a village where they have Guinea worm and go back a year or two later and there's no Guinea worm, I mean the people dance and sing — it's so wonderful.”

In 2015, Jimmy Carter's doctors discovered four small tumors on his brain. The Carters feared he had weeks to live. He was treated with a drug to boost his immune system, and later announced that doctors found no remaining signs of cancer. But when they first received the news, she said she didn't know what she was going to

do.

“I depend on him when I have questions, when I'm writing speeches, anything, I consult with him,” she said.

Jimmy Carter is the longest-lived U.S. president. Rosalynn Carter was the second longest-lived of the nation's first ladies, trailing only Bess Truman, who died at age 97.

Eleanor Rosalynn Smith was born in Plains on Aug. 18, 1927, the eldest of four children. Her father died when she was young, so she took on much of the responsibility of caring for her siblings when her mother went to work part time.

She also contributed to the family income by working after school in a beauty par-

lor. “We were very poor and worked hard,” she once said, but she kept up her studies, graduating from high school as class valedictorian.

She soon fell in love with the brother of one of her best friends. Jimmy and Rosalynn had known each other all their lives — it was Jimmy's mother, nurse Lillian Carter, who delivered baby Rosalynn — but he left for the Naval Academy in Annapolis, Maryland, when she was still in high school.

After a blind date, Jimmy told his mother: “That's the girl I want to marry!” They wed in 1946, shortly after his graduation from Annapolis and Rosalynn's graduation from Georgia Southwestern College.

Published in the Tulsa World, Tulsa County, Oklahoma, November 20th, 2023

## LEGAL NOTICE

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

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

#### Class I

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells, where Triumph Energy Partners, LLC was the operator (or a working interest owner) who marketed its share of gas production and royalties on such marketed gas was paid to such royalty owners. The claims in this matter relate to royalty payments for gas and its constituents (including, but not limited to, residue gas, natural gas liquids, helium, nitrogen, drip condensate, or gas used off the lease premises).

#### Class II

All non-excluded persons or entities who received late payments under the Production Revenue Standards Act from Triumph Energy Partners, LLC (or its designee) for oil-and-gas proceeds from Oklahoma wells and whose payments did not include the statutory interest required by the Production Revenue Standards Act

Excluded from Class I and II are: (1) Triumph Energy Partners, LLC and the Released Parties and their respective affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any publicly traded company or its affiliated entity that produces, gathers, processes, or markets gas; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

The Claim Period means checks or payments made or issued by Defendant at any time prior to and including April 30, 2023, subject to the terms of the Settlement Agreement regarding Released Claims. The Litigation seeks damages for Defendant's alleged failure to properly pay royalty on gas and its constituents (Class I) and pay statutory interest on allegedly late payments under Oklahoma law (Class II). Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court did not decide which side is right. Defendant means Triumph Energy Partners, LLC.

On October 17, 2023, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Eight Million Two Hundred Thousand Dollars (\$8,200,000.00) in cash (the “Gross Settlement Fund”). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the “Net Settlement Fund”) will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement.

The attorneys and law firms who represent the Classes as Class Counsel are Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC as Co-Lead Counsel. You may hire your own attorney if you wish. However, you will be responsible for that attorney's fees and expenses.

#### What Are My Legal Rights?

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

• **Stay in the Settlement Classes, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel **no later than January 8, 2024, at 5 p.m. CT.**

• **Exclude Yourself from the Settlement Classes:** To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, Plaintiff's Counsel, and Defendant's Counsel. Your Request for Exclusion must contain the information described in the Notice of Settlement found at the website listed below and must be received **no later than January 8, 2024, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on January 29, 2024, at 10:30 a.m. CT at the United States District Court for the Eastern District of Oklahoma. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including the Case Contribution Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and [www.cowan-triumph.com](http://www.cowan-triumph.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 Members of the Settlement Classes, read the Notice of Settlement, Settlement Agreement and other documents posted on the website or contact the Settlement Administrator.

Visit: [www.cowan-triumph.com](http://www.cowan-triumph.com)

Call Toll-Free: 1-844-717-0723

Or write to: **Cowan v. Triumph Settlement**  
c/o JND Legal Administration,  
Settlement Administrator  
P.O. Box 91420  
Seattle, WA 98111

Published in the Tulsa World, Tulsa County, Oklahoma, 20/11/2023

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# Exhibit C



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

Craig Cowan, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

Case No. 23-CV-300-JAR

Triumph Energy Partners, LLC,

Defendant.

---

**NOTICE OF PROPOSED SETTLEMENT,  
MOTION FOR ATTORNEYS' FEES AND COSTS,  
CASE CONTRIBUTION AWARD, AND FAIRNESS HEARING**

---

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

***If you belong to one or both of the Settlement Classes and  
this Settlement is approved, your legal rights will be affected.***

Read this Notice carefully to see what your rights are in connection with this Settlement.<sup>1</sup>

Because you may be a member of one or both of the Settlement Classes in the Litigation captioned above and described below (“the Litigation”), the Court has directed this Notice to be provided for you. Defendant Triumph Energy Partners, LLC’s (“Defendant” or “Triumph”) records show you are an owner in Oklahoma well(s) for which Triumph remitted oil-and-gas proceeds. Capitalized terms not otherwise defined in this Notice shall have the meanings attributed to those terms in the Settlement Agreement referred to below and available at [www.cowan-triumph.com](http://www.cowan-triumph.com).

This Notice generally explains the claims being asserted in the Litigation, summarizes the Settlement, and tells you about your rights to remain a Class Member or to timely and properly submit a Request for Exclusion (also known as an “opt out”) so that you will be excluded from the Settlement. This Notice provides information so you can decide what action you want to take with respect to the Settlement before the Court is asked to finally approve it. If the Court approves the Settlement and after the final resolution of any objections or appeals, the Court-appointed Settlement Administrator will issue payments to final Class Members, without any further action from you. This Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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<sup>1</sup> This Notice is a summary of the terms of the Settlement Agreement in this matter. Please refer to the Settlement Agreement for a complete description of the terms and provisions thereof. A copy of the Settlement Agreement is available for free at [www.cowan-triumph.com](http://www.cowan-triumph.com). The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

Questions? Visit [www.cowan-triumph.com](http://www.cowan-triumph.com) or call toll-free at 1-844-717-0723

The Settlement Classes in the Litigation consist of the following individuals and entities:

**Class I**

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells, where Triumph Energy Partners, LLC was the operator (or a working interest owner) who marketed its share of gas production and royalties on such marketed gas was paid to such royalty owners. The claims in this matter relate to royalty payments for gas and its constituents (including, but not limited to, residue gas, natural gas liquids, helium, nitrogen, drip condensate, or gas used off the lease premises).

**Class II**

All non-excluded persons or entities who received late payments under the Production Revenue Standards Act from Triumph Energy Partners, LLC (or its designee) for oil-and-gas proceeds from Oklahoma wells and whose payments did not include the statutory interest required by the Production Revenue Standards Act.

Excluded from Class I and II are: (1) Triumph Energy Partners, LLC and the Released Parties and their respective affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any publicly traded company or its affiliated entity that produces, gathers, processes, or markets gas; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

The Claim Period means checks or payments made or issued by Defendant any time prior to and including April 30, 2023, subject to the terms of the Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Classes, you may contact the Settlement Administrator at:

*Cowan v. Triumph Settlement*  
c/o JND Legal Administration, Settlement Administrator  
P.O. Box 91420  
Seattle, WA 98111  
**Call Toll-Free: 1-844-717-0723**

**TO OBTAIN THE BENEFITS OF THIS PROPOSED SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING.**

**I. General Information About the Litigation**

The Litigation seeks damages for Defendant's alleged failure to properly pay royalty on gas and its constituents (Class I) and pay statutory interest on allegedly late payments under Oklahoma law (Class II). Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court has made no determination with respect to the merits of any of the parties' claims or defenses. A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District Court for the Eastern District of Oklahoma in the file for the Litigation.

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

On October 17, 2023, the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of himself and the Settlement Classes, and Defendant. This approval and this Notice are not an expression of opinion by the Court as to the merits of any of the claims or defenses asserted by any of the parties to the Litigation, or of whether the Court will ultimately approve the Settlement Agreement.

In settlement of all claims alleged in the Litigation, Defendant has agreed to pay Eight Million Two Hundred Thousand Dollars (\$8,200,000.00) in cash ("Gross Settlement Fund"). In exchange for this payment and other consideration outlined in the Settlement Agreement, the Settlement Classes shall release the Released Claims (as defined in the Settlement Agreement; available for review and download at [www.cowan-triumph.com](http://www.cowan-triumph.com)) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, Case Contribution Award, and any other costs approved by the Court (the "Net Settlement Fund"), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement.

Class Counsel intends to seek an award of Plaintiff's Attorneys' Fees of not more than 40% of the Gross Settlement Fund. Co-Lead Class Counsel Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC have been litigating this case without any payment whatsoever, advancing thousands of dollars in expenses. At the Final Fairness Hearing, Plaintiff's Counsel will also seek reimbursement of the litigation and administration expenses incurred in connection with the prosecution of this Litigation and that will be incurred through final distribution of the Settlement, which is estimated to be approximately Two Hundred Thousand Dollars (\$200,000.00). In addition, Plaintiff intends to seek a case contribution award for his representation of the Class, which amount will not exceed One Hundred and Sixty-Four Thousand Dollars (\$164,000.00), to compensate Plaintiff for his time, expense, risk, and burden as serving as Class Representative.

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

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at [www.cowan-triumph.com](http://www.cowan-triumph.com). This website will eventually include this Notice, the Plan of Allocation, and Plaintiff's Counsel's application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs. You may also receive information about the progress of the Settlement by visiting the website at [www.cowan-triumph.com](http://www.cowan-triumph.com), or by contacting the Settlement Administrator at the address set forth above.

## **III. Class Settlement Fairness Hearing**

The Final Fairness Hearing will be held on January 29, 2024, beginning at 10:30 a.m., before the Honorable Jason A. Robertson, U.S. Magistrate Judge for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 74401. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and [www.cowan-triumph.com](http://www.cowan-triumph.com) to

Questions? Visit [www.cowan-triumph.com](http://www.cowan-triumph.com) or call toll-free at 1-844-717-0723

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

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

#### **IV. What Are Your Options As A Class Member?**

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

By taking no action, your interests will be represented by Plaintiff as the Class Representative and Plaintiff's Counsel. As a Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. The Class Representative and Plaintiff's Counsel believe that the Settlement is in the best interest of the Class, and, therefore, they intend to support the proposed Settlement at the Final Fairness Hearing. As a Class Member, if you are entitled to a distribution pursuant to the Allocation Methodology, you will receive your portion of the Net Settlement Fund, and you will be bound by the Settlement Agreement and all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, unless you exclude yourself from the Settlement Classes, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration, continue a lawsuit or arbitration, or be part of any other lawsuit against any of the Released Parties based on any of the Released Claims.

##### **B. You May Submit a Request for Exclusion to Opt Out of the Settlement Classes**

If you do not wish to be a member of the Settlement Class, then you must exclude yourself from the Settlement Classes by mailing a Request for Exclusion. All Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Classes in *Cowan v. Triumph Energy Partners, LLC*; and (iii) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on the Settlement Administrator, Defendant's Counsel, and Plaintiff's Counsel by certified mail, return receipt requested, and received **no later than 5 p.m. CT on January 8, 2024**. Requests for Exclusion may be mailed as follows:

<b>Settlement Administrator</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
Cowan v. Triumph Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91420 Seattle, WA 98111	Reagan E. Bradford Ryan K. Wilson Bradford & Wilson PLLC 431 W. Main Street, Suite D Oklahoma City, OK 73102	Travis P. Brown Mahaffey & Gore, P.C. 300 N.E. 1st Street Oklahoma City, OK 73104

**If you do not follow these procedures—including mailing the Request for Exclusion so that it is received by the deadline set out above—you will not be excluded from the Settlement Classes, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims.** You must exclude yourself even if you

already have a pending case against any of the Released Parties based upon any Released Claims during the Claim Period. You cannot exclude yourself on the website, by telephone, facsimile, or by e-mail. If you validly request exclusion as described above, you will not receive any distribution from the Net Settlement Fund, you cannot object to the Settlement, and you will not have released any claim against the Released Parties. You will not be legally bound by anything that happens in the Litigation.

**C. You May Remain a Member of the Settlement Classes, but Object to the Settlement, Allocation Methodology, Plan of Allocation, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or Case Contribution Award**

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for the Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendant's Counsel a written objection containing the following: (a) a heading referring to *Cowan v. Triumph Energy Partners, LLC*, No. 23-CV-300-JAR, United States District Court for the Eastern District of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with Defendant; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which Defendant remitted oil-and-gas proceeds (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel, via certified mail return receipt requested, and received **no later than 5 p.m. CT by January 8, 2024**, at the addresses set forth above. Any Class Member that fails to timely file the written objection statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing. Your written objection must be timely filed with the Court at the address below:

Clerk of the Court  
 United States District Court for the Eastern District of Oklahoma  
 101 North 5th Street, Room 208  
 Muskogee, OK 74401

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

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

You have the right to retain your own attorney to represent you at the Final Fairness Hearing. If you retain separate counsel, you will be responsible to pay his or her fees and expenses out of your own pocket.

**V. Availability of Filed Papers And More Information**

This Notice summarizes the Settlement Agreement, which sets out all of its terms. You may obtain a copy of the Settlement Agreement with its exhibits, as well as other relevant documents, from the settlement website for free at [www.cowan-triumph.com](http://www.cowan-triumph.com), or you may request copies by contacting the Settlement Administrator as set forth above. In addition, the pleadings and other papers filed in this Action, including the Settlement Agreement, are available for inspection in at the Office of the Clerk of the Court, set forth above, and may be obtained by the Clerk's office directly. The records are also available on-line for a fee through the PACER service at [www.pacer.gov](http://www.pacer.gov). If you have any questions about this Notice, you may consult an attorney of your own choosing at your own expense or Class Counsel.

**PLEASE DO *NOT* CONTACT THE JUDGE OR THE COURT CLERK ASKING FOR INFORMATION REGARDING THIS NOTICE.**



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JASON A. ROBERTSON  
UNITED STATES MAGISTRATE JUDGE

# Exhibit D



***Cowan v. Triumph Energy Partners, LLC***  
**Case No. 6:23-cv-00300-JAR (E.D. Okla.)**  
**Requests for Exclusion Received**

<b>ID</b>	<b>Name</b>	<b>Received</b>
D7Y26LSU8P	CHAPARRAL ENERGY LLC	12/18/2023
DPTFZ2XHRB	GBK CORPORATION	12/18/2023
D95FDS3CHZ	KAISER-FRANCIS OIL CO	12/18/2023
DS8BC79VTH	KAISER-FRANCIS OIL COMPANY	12/18/2023



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

Craig Cowan, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

Case No. 23-CV-300-JAR

Triumph Energy Partners, LLC,

Defendant.

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**DECLARATION OF BARBARA A. LEY**

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

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

2. Class Counsel<sup>1</sup> asked me to assist in allocating and distributing the Net Settlement Fund to Class Members pursuant to the Settlement Agreement.

3. The Settlement Classes are defined as follows:

**Class I**

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells, where Triumph Energy Partners, LLC was the operator (or a working interest owner) who marketed its share of gas production and royalties on such marketed gas was paid to such royalty owners. The claims in this matter relate to royalty payments for gas and its constituents (including, but not limited to, residue gas, natural gas liquids, helium, nitrogen, drip condensate, or gas used off the lease premises).

**Class II**

All non-excluded persons or entities who received late payments under the Production Revenue Standards Act from Triumph Energy Partners, LLC (or its designee) for oil-and-gas proceeds from Oklahoma wells and whose payments did not include the statutory interest required by the Production Revenue Standards Act.

Excluded from Class I and II are: (1) Triumph Energy Partners, LLC and the Released Parties and their respective affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any publicly traded company or its affiliated entity that produces, gathers, processes, or markets gas; and (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2).

4. The Claim Period means checks or payments made or issued by Defendant any time prior to and including April 30, 2023.

5. Class Representative alleges that Defendant failed to pay or underpaid royalties on natural gas and constituent products and failed to pay interest owed on the payment of oil-and-gas proceeds made outside of the applicable time periods provided by the Production Revenue Standards Act (“PRSA”), 52 O.S. § 570.10(D).

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

6. The Gross Settlement Fund in this case is \$8,200,000.00.

7. The information utilized to allocate the Net Settlement Fund and to prepare Ley Exhibit 2, the Estimated Net Settlement Amount to Class Members, was provided by Defendant and, it is my understanding, contained all of Defendant's available revenue data through May 18, 2020, when I understand Defendant ceased remitting proceeds payments following the sale of its assets, along with other documents and data produced. As noted in paragraph 10 below, the amounts on Ley Exhibit 2 may change once the final fees and expenses awarded by the Court are known, after all excluded parties and opt outs are known, and any other necessary adjustments are made.

8. After the Settlement was reached, I was able to prepare Ley Exhibit 2 and allocate the estimated Net Settlement Fund to individual Class Members proportionately based primarily on the calculated underpayment of royalties and the amount of statutory interest owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA, with due regard for the production marketed by Defendant, the amount and date of claimed royalty underpayment, the time period when the claimed underpayment occurred, the production date, the date the underlying payment was made, the amount of the underlying payment, the time periods set forth in the PRSA and any additional statutory interest that Plaintiff's Counsel believes has since accrued.

9. In the calculations, I have accounted for the time delay of payment by applying statutory twelve percent (12%) interest compounded annually for each original underpayment or late payment (i.e., compound interest). Subject to court approval, paragraph 6.2 of the Settlement Agreement sets forth a de minimis threshold for distributions of \$5.00 in order to preserve the overall Net Settlement Fund from the costs of claims that are likely to exceed the value of those

claims. Accordingly, subject to Court approval, Class Members who would otherwise receive a distribution of less than \$5.00 are included on Ley Exhibit 2 and marked as “de minimis” and will not receive a settlement distribution.

10. Utilizing the information and methodology described above, I was able to allocate a calculated proportionate share of the estimated Net Settlement Fund to each Class Member. Subject to Court approval, I plan to exclude the amounts awarded for Plaintiff’s Attorneys’ Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Case Contribution Award, and include any interest earned while the Settlement Fund is in escrow. The deductions detailed in the Notice total \$3,644,000.00, which fall into the following categories: (1) \$3,280,000.00 to Class Counsel as Plaintiff’s Attorneys’ Fees; (2) \$200,000.00 for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs; and (3) \$164,000.00 to Class Representative as a Case Contribution Award.<sup>2</sup>

11. The Estimated Net Settlement Amount to be distributed is attached hereto as Ley Exhibit 2 and lists the estimated amounts for the Settlement Classes, based on the currently available information and with consideration of the de minimis threshold. Because Ley Exhibit 2 will be publicly filed, and it is my understanding that it will also be made available on the Class litigation website, personal identifying information (such as names and addresses of Class Members) is not included. Instead, Class Members will be listed according to their unique owner numbers and

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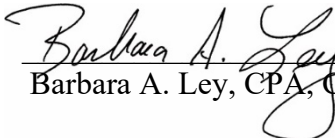
<sup>2</sup> The allocation will be adjusted to accommodate the amount of Plaintiff’s Attorneys’ Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Case Contribution Award approved by the Court. The estimated Net Settlement Fund does not yet take into account those persons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

can determine their anticipated estimated distribution from the Initial Plan of Allocation by reviewing Ley Exhibit 2 for their owner numbers (found on their check stubs). Class Members who have a Net Settlement Amount below the de minimis threshold will, accordingly, not receive an estimated Net Settlement Amount and are indicated on Ley Exhibit 2 with the “Estimated Net Settlement Amount to Class Members” of “de minimis.” It will be a simple matter for me to re-run the allocations once the final fees and expenses have been awarded and after all excluded parties and opt outs are known.

12. Ley Exhibit 2 was constructed using a straightforward and logical Allocation Methodology as described in Section 6.2 of the Settlement Agreement. This methodology is reasonable based on the claims for royalty underpayment and the PRSA’s statutory interest requirements, as well as other factors considered by Class Counsel. For each payment allegedly outside of the time periods required by the PRSA, on which the Defendant had not paid the required amount of interest in the pay detail produced by Defendant, I calculated the amount of additional statutory interest owed. I then calculated additional interest that has since accrued through October 31, 2022, on the original underpayment or unpaid statutory interest and on the claims for royalty underpayment. I then allocated the estimated Net Settlement Fund based on this information and the other factors discussed herein. Pending court approval, pursuant to the de minimis threshold described in the Stipulation and Agreement of Settlement, no distributions will be made to Class Members who would otherwise receive a distribution of less than \$5.00.

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

Executed on: December 28, 2023.

  
Barbara A. Ley, CPA, CTPP, CFF

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
226100	N/A	\$24.67	\$24.67
9SP100	\$894.89	\$161.48	\$1,056.37
9SP500	\$177.01	\$0.76	\$177.77
ABC100	N/A	\$38.91	\$38.91
ABJ100	N/A	de minimis	de minimis
ABR100	N/A	de minimis	de minimis
ACA145	N/A	\$1,064.73	\$1,064.73
ACH400	de minimis	de minimis	de minimis
ACO500	\$4,852.65	\$836.79	\$5,689.44
ACT800	\$867.09	\$6.58	\$873.67
ADA500	\$198.40	\$4.81	\$203.21
ADA510	\$257.89	\$2.93	\$260.82
ADA800	\$271.97	\$4.33	\$276.30
ADE100	de minimis	N/A	de minimis
ADI600	de minimis	de minimis	de minimis
ADO700	\$1,805.04	\$0.58	\$1,805.62
ADV100	N/A	\$5.61	\$5.61
ADV600	\$10.27	\$1.63	\$11.90
AGS100	\$17,269.88	\$5.71	\$17,275.59
AGS600	N/A	\$5.16	\$5.16
AJA900	\$497.14	\$17.63	\$514.77
AJS100	N/A	\$1,438.67	\$1,438.67
ALA500	N/A	de minimis	de minimis
ALB300	\$175.45	\$16.17	\$191.62
ALB500	de minimis	N/A	de minimis
ALB720	N/A	de minimis	de minimis
ALE900	\$551.28	\$1.79	\$553.07
ALE905	\$2,572.87	\$14.67	\$2,587.54
ALE910	\$2,734.86	\$44.37	\$2,779.23
ALI300	\$3,628.47	\$126.78	\$3,755.25
ALI305	\$5,035.11	\$4.68	\$5,039.79
ALI310	\$3,854.68	\$2.34	\$3,857.02
ALI315	\$583.88	\$1.04	\$584.92
ALI325	\$70.24	\$0.28	\$70.52
ALI330	\$3,628.48	\$152.37	\$3,780.85
ALI335	\$583.88	\$1.89	\$585.77
ALI340	\$7,658.72	\$8.59	\$7,667.31
ALI345	\$583.88	\$15.80	\$599.68
ALL200	de minimis	N/A	de minimis
ALL300	\$37,538.37	\$15.97	\$37,554.34
ALL370	de minimis	de minimis	de minimis
ALL403	\$57.70	\$1.47	\$59.17
ALL404	\$328.94	\$0.03	\$328.97
ALL405	\$8.71	\$1.64	\$10.35
ALL410	de minimis	de minimis	de minimis
ALL415	N/A	de minimis	de minimis
ALS600	N/A	de minimis	de minimis
ALT400	\$908.50	\$0.46	\$908.96
ALT500	\$248.59	\$9.81	\$258.40
ALT505	\$248.59	\$9.93	\$258.52
ALT510	\$248.59	\$9.94	\$258.53
AMB605	N/A	de minimis	de minimis
AMC100	\$333.59	\$0.35	\$333.94
AMC350	\$44.09	\$2.42	\$46.51
AME720	\$58.20	\$1.30	\$59.50
AME770	N/A	de minimis	de minimis
AME790	N/A	de minimis	de minimis
AMO300	de minimis	N/A	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
AMY900	N/A	de minimis	de minimis
ANA350	N/A	de minimis	de minimis
ANA400	N/A	de minimis	de minimis
AND403	\$47.66	\$2.67	\$50.33
AND410	\$6.30	\$1.37	\$7.67
AND415	\$8.47	N/A	\$8.47
AND420	\$25.74	\$4.58	\$30.32
AND423	\$547.56	\$0.05	\$547.61
AND425	\$25.73	\$2.80	\$28.53
AND430	N/A	\$144.13	\$144.13
AND435	\$8.47	\$2.68	\$11.15
AND440	N/A	de minimis	de minimis
AND500	de minimis	N/A	de minimis
AND665	\$207.20	\$69.30	\$276.50
ANN100	N/A	\$5.87	\$5.87
ARC250	de minimis	N/A	de minimis
ARE100	N/A	de minimis	de minimis
ARI600	\$838.90	\$30.88	\$869.78
ARI605	\$838.92	\$30.87	\$869.79
ARI610	\$114.77	N/A	\$114.77
ARK300	\$227.21	\$7.94	\$235.15
ARM250	\$29.78	\$16.01	\$45.79
ARM715	N/A	de minimis	de minimis
ARM800	\$245.67	\$3.28	\$248.95
ARN100	\$8.91	\$1.56	\$10.47
ARN600	\$5.12	\$1.79	\$6.91
ARN650	\$20.75	\$4.92	\$25.67
ARP400	N/A	\$26.61	\$26.61
ARR100	\$1,905.80	\$0.66	\$1,906.46
ART350	\$307.45	\$0.19	\$307.64
ASH200	\$4,780.78	\$4.34	\$4,785.12
ASH450	\$1,497.56	\$110.33	\$1,607.89
ATL100	N/A	de minimis	de minimis
ATL150	N/A	de minimis	de minimis
ATL200	\$151.00	\$0.03	\$151.03
AUS800	\$2,486.52	\$3.48	\$2,490.00
AUS805	\$297.20	\$0.83	\$298.03
AUS810	\$64.50	\$1.59	\$66.09
AUS815	\$155.42	\$4.74	\$160.16
AUS817	N/A	\$65.12	\$65.12
AUS820	\$155.42	\$4.74	\$160.16
AUT100	\$3,789.08	\$1.32	\$3,790.40
AVE600	N/A	de minimis	de minimis
AWB100	\$4,929.55	\$3.09	\$4,932.64
AWT800	\$602.33	\$0.05	\$602.38
AWT810	\$38.57	\$1.55	\$40.12
AXI625	\$622.29	\$63.71	\$686.00
BAC100	\$307.08	\$3.28	\$310.36
BAH100	\$506.46	\$3.53	\$509.99
BAH105	\$810.35	\$5.66	\$816.01
BAH110	\$101.28	\$3.46	\$104.74
BAI500	\$39,813.87	\$21.32	\$39,835.19
BAI550	de minimis	de minimis	de minimis
BAI700	\$48.57	\$3.05	\$51.62
BAK200	\$2,894.10	\$49.65	\$2,943.75
BAK305	N/A	de minimis	de minimis
BAK315	\$33.95	\$2.40	\$36.35
BAK330	\$54.95	\$2.66	\$57.61

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
BAK350	\$14.99	\$1.08	\$16.07
BAL100	\$9,286.17	\$3.07	\$9,289.24
BAL105	\$18,572.34	\$6.47	\$18,578.81
BAL250	\$80.37	\$17.69	\$98.06
BAL260	\$5.41	N/A	\$5.41
BAL270	\$5.41	N/A	\$5.41
BAL275	\$5.41	N/A	\$5.41
BAL280	\$182.18	\$4.47	\$186.65
BAL290	\$0.16	\$15.22	\$15.38
BAL300	\$12.95	\$2.52	\$15.47
BAL305	\$12.95	\$2.74	\$15.69
BAM500	de minimis	N/A	de minimis
BAN400	\$8,351.68	\$0.70	\$8,352.38
BAP600	\$214.60	\$16.00	\$230.60
BAR100	N/A	\$11.40	\$11.40
BAR350	\$1,830.22	\$0.39	\$1,830.61
BAR400	\$463.06	\$26.58	\$489.64
BAR405	\$1,411.68	\$0.49	\$1,412.17
BAR500	\$240.92	\$5.19	\$246.11
BAR505	\$1,346.34	\$2.22	\$1,348.56
BAR510	\$14.80	N/A	\$14.80
BAR511	\$883.59	\$0.55	\$884.14
BAR515	\$1,346.33	\$2.03	\$1,348.36
BAR600	de minimis	N/A	de minimis
BAR715	\$184.67	\$22.72	\$207.39
BAR716	\$132.36	\$38.65	\$171.01
BAR750	\$3,737.15	\$0.27	\$3,737.42
BAR810	\$44.29	\$5.21	\$49.50
BAS250	N/A	de minimis	de minimis
BAS300	\$176.05	\$0.03	\$176.08
BAS500	\$4,178.67	\$16.39	\$4,195.06
BAY500	\$164.91	\$4.82	\$169.73
BBM100	N/A	de minimis	de minimis
BBO100	N/A	de minimis	de minimis
BCE405	N/A	de minimis	de minimis
BCP800	\$17.90	N/A	\$17.90
BEA195	N/A	\$75.71	\$75.71
BEA200	N/A	de minimis	de minimis
BEA500	N/A	de minimis	de minimis
BEA600	\$164.91	\$4.82	\$169.73
BEA650	de minimis	N/A	de minimis
BEA735	\$251.81	\$91.49	\$343.30
BEC500	\$7,068.75	\$4.36	\$7,073.11
BEC600	\$101.49	\$0.33	\$101.82
BEC800	\$101.49	\$12.85	\$114.34
BED900	\$133.60	N/A	\$133.60
BEL100	\$363.76	\$1.24	\$365.00
BEL500	\$17.28	\$2.97	\$20.25
BEN200	\$3,291.97	N/A	\$3,291.97
BEN205	\$3,291.97	N/A	\$3,291.97
BEN210	\$1,645.98	N/A	\$1,645.98
BEN400	\$5.80	N/A	\$5.80
BEN425	N/A	de minimis	de minimis
BEN450	N/A	\$31.18	\$31.18
BEN510	\$294.67	\$0.19	\$294.86
BEN700	N/A	de minimis	de minimis
BEN710	\$785.94	\$2.30	\$788.24
BER380	\$67.85	\$0.91	\$68.76



## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
BER470	\$13.94	\$2.28	\$16.22
BER500	\$5.33	\$0.21	\$5.54
BER665	\$3,629.99	\$25.94	\$3,655.93
BER670	\$3,629.99	\$57.49	\$3,687.48
BER675	\$1,582.90	\$11.30	\$1,594.20
BER680	\$3,629.99	\$25.94	\$3,655.93
BER700	N/A	de minimis	de minimis
BER750	\$9.76	\$9.30	\$19.06
BER800	N/A	de minimis	de minimis
BET100	\$5,077.62	\$6.06	\$5,083.68
BET105	\$5,077.62	\$6.06	\$5,083.68
BFE200	N/A	\$11.85	\$11.85
BGE400	N/A	\$5.09	\$5.09
BGM600	\$2,097.88	\$2.69	\$2,100.57
BGP600	N/A	de minimis	de minimis
BHC400	\$74.30	\$0.83	\$75.13
BIE400	\$1,022.74	\$46.61	\$1,069.35
BIE600	de minimis	N/A	de minimis
BIG300	\$4,795.34	\$36.60	\$4,831.94
BIG305	\$1,626.60	N/A	\$1,626.60
BIG350	N/A	\$25.07	\$25.07
BIL800	\$77.65	\$15.27	\$92.92
BIO100	\$402.88	\$17.12	\$420.00
BIR200	\$33.44	N/A	\$33.44
BIR380	N/A	de minimis	de minimis
BKR100	\$924.87	\$0.30	\$925.17
BLA100	N/A	\$14.65	\$14.65
BLA200	\$98.31	\$0.70	\$99.01
BLA207	\$253.68	\$560.84	\$814.52
BLA211	\$138.91	N/A	\$138.91
BLA212	N/A	de minimis	de minimis
BLA215	N/A	\$38.03	\$38.03
BLA220	\$1,269.84	\$5.05	\$1,274.89
BLA305	\$399.73	\$23.88	\$423.61
BLA320	\$238.32	N/A	\$238.32
BLA326	\$271.97	\$4.87	\$276.84
BLA730	\$24.62	N/A	\$24.62
BLE400	\$28.25	\$0.27	\$28.52
BLU400	\$20.08	\$0.37	\$20.45
BLU425	N/A	de minimis	de minimis
BLU455	N/A	de minimis	de minimis
BMN800	\$721.19	\$3.69	\$724.88
BOA775	\$987.68	\$0.07	\$987.75
BOC700	\$51.52	N/A	\$51.52
BOD300	\$602.40	\$2.62	\$605.02
BOD305	\$602.40	\$32.48	\$634.88
BOD310	\$602.40	\$2.62	\$605.02
BOD315	\$602.40	\$2.62	\$605.02
BOD350	\$207.59	\$15.81	\$223.40
BOG300	N/A	de minimis	de minimis
BOG310	N/A	\$15.59	\$15.59
BOH100	de minimis	N/A	de minimis
BOH200	\$87.12	\$16.82	\$103.94
BOL460	de minimis	N/A	de minimis
BOL750	\$29.78	\$16.01	\$45.79
BON305	\$4,819.53	\$4.67	\$4,824.20
BON800	N/A	de minimis	de minimis
BOO350	N/A	\$62.87	\$62.87

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
BOO500	\$35.87	\$4.24	\$40.11
BOP500	\$14.46	\$0.46	\$14.92
BOR405	\$144.39	\$6.02	\$150.41
BOR410	\$17.38	\$2.05	\$19.43
BOR420	\$75.22	\$3.07	\$78.29
BOR425	\$72.22	\$3.38	\$75.60
BOR430	\$27.07	\$2.50	\$29.57
BOR440	\$17.38	\$2.05	\$19.43
BOR500	\$4,837.98	\$4.68	\$4,842.66
BOR505	\$2,418.97	\$2.34	\$2,421.31
BOR510	\$2,418.97	\$2.34	\$2,421.31
BOS250	N/A	de minimis	de minimis
BOS500	de minimis	N/A	de minimis
BOS800	N/A	de minimis	de minimis
BOS805	N/A	de minimis	de minimis
BOW420	\$6,260.10	\$1.73	\$6,261.83
BOW600	\$9.31	\$2.31	\$11.62
BOW700	\$39.97	N/A	\$39.97
BOW750	\$19.98	\$1.44	\$21.42
BOW800	\$19.98	N/A	\$19.98
BOY200	\$155.42	\$4.74	\$160.16
BRA250	\$119.53	\$68.40	\$187.93
BRA350	\$4.67	\$2.09	\$6.76
BRA520	\$189.96	N/A	\$189.96
BRA525	\$1,357.46	\$13.72	\$1,371.18
BRA530	\$102.28	\$0.34	\$102.62
BRA540	de minimis	N/A	de minimis
BRA545	de minimis	N/A	de minimis
BRA550	de minimis	N/A	de minimis
BRA555	de minimis	N/A	de minimis
BRA565	de minimis	N/A	de minimis
BRE400	\$20.79	\$1.30	\$22.09
BRE800	N/A	de minimis	de minimis
BRI300	\$244.67	\$7.36	\$252.03
BRI307	\$61.65	\$27.19	\$88.84
BRI310	\$41.07	\$3.05	\$44.12
BRI330	\$244.66	\$0.56	\$245.22
BRI400	\$155.53	\$4.07	\$159.60
BRI460	\$107.35	\$5.80	\$113.15
BRI500	\$16.82	\$1.82	\$18.64
BRI825	\$5.68	N/A	\$5.68
BRI850	N/A	de minimis	de minimis
BRO050	de minimis	de minimis	de minimis
BRO100	\$8.57	\$1.76	\$10.33
BRO105	\$2,145.45	\$18.37	\$2,163.82
BRO110	\$3,218.18	\$27.55	\$3,245.73
BRO130	\$43.39	N/A	\$43.39
BRO135	\$1,340.75	N/A	\$1,340.75
BRO150	N/A	de minimis	de minimis
BRO590	de minimis	N/A	de minimis
BRO780	\$53.57	N/A	\$53.57
BRO783	\$53.57	N/A	\$53.57
BRO784	\$53.57	N/A	\$53.57
BRO785	\$53.57	N/A	\$53.57
BRO787	N/A	de minimis	de minimis
BRO800	\$228.02	\$4.69	\$232.71
BRO805	N/A	de minimis	de minimis
BRO810	\$61.55	\$3.20	\$64.75

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
BRO812	\$58.10	\$31.86	\$89.96
BRO814	\$58.13	\$57.89	\$116.02
BRO815	\$235.32	\$2.67	\$237.99
BRO822	\$79.91	\$71.32	\$151.23
BRO823	\$58.10	\$57.92	\$116.02
BRO825	\$133.12	\$1.29	\$134.41
BRO833	\$1,011.18	\$0.22	\$1,011.40
BRO834	\$79.91	\$58.57	\$138.48
BRO840	\$1,284.37	\$2.60	\$1,286.97
BRO850	\$182.57	\$4.95	\$187.52
BRO852	\$79.97	\$58.51	\$138.48
BRO855	\$26.01	\$3.15	\$29.16
BUC300	\$7.44	\$2.86	\$10.30
BUC320	\$262.44	\$205.95	\$468.39
BUC322	\$213.16	N/A	\$213.16
BUC500	N/A	de minimis	de minimis
BUC750	de minimis	de minimis	de minimis
BUF500	\$52.44	N/A	\$52.44
BUL300	\$84.15	\$14.33	\$98.48
BUL509	\$207.35	N/A	\$207.35
BUL510	\$42.21	\$1.42	\$43.63
BUL515	\$74.15	\$4.26	\$78.41
BUL530	\$193.31	\$0.77	\$194.08
BUL600	\$3,221.37	\$1.51	\$3,222.88
BUN250	\$308.61	\$0.10	\$308.71
BUR200	\$29.16	\$4.02	\$33.18
BUR220	\$2,552.43	\$0.22	\$2,552.65
BUR225	\$12,762.16	\$1.12	\$12,763.28
BUR250	de minimis	N/A	de minimis
BUR300	N/A	de minimis	de minimis
BUR440	N/A	de minimis	de minimis
BUR445	N/A	de minimis	de minimis
BUR475	de minimis	N/A	de minimis
BUR510	\$155.42	\$4.74	\$160.16
BUR520	\$66.06	\$66.92	\$132.98
BUR525	\$155.42	\$4.74	\$160.16
BUS100	\$181.89	\$4.13	\$186.02
BUS500	N/A	\$51.81	\$51.81
BUT350	\$27.85	\$1.27	\$29.12
BUT820	\$38.35	\$3.00	\$41.35
CAB500	\$2.72	\$2.52	\$5.24
CAL100	de minimis	N/A	de minimis
CAL101	\$80.51	\$11.76	\$92.27
CAL250	\$80.37	\$3.72	\$84.09
CAL255	\$80.36	\$3.54	\$83.90
CAL260	\$231.70	\$14.64	\$246.34
CAL500	de minimis	N/A	de minimis
CAM100	\$1,346.33	\$2.03	\$1,348.36
CAM200	\$20.75	N/A	\$20.75
CAM205	\$10.37	N/A	\$10.37
CAM600	\$666.17	\$25.50	\$691.67
CAN800	\$148.74	\$1.08	\$149.82
CAP400	N/A	de minimis	de minimis
CAP750	\$787.73	\$0.35	\$788.08
CAR150	N/A	de minimis	de minimis
CAR175	de minimis	N/A	de minimis
CAR240	de minimis	de minimis	de minimis
CAR250	\$34.35	\$4.46	\$38.81

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
CAR370	\$19.85	N/A	\$19.85
CAR400	\$39.81	\$1.94	\$41.75
CAR600	\$28.54	\$2.68	\$31.22
CAR625	de minimis	N/A	de minimis
CAR650	N/A	de minimis	de minimis
CAR700	N/A	\$39.61	\$39.61
CAR800	\$1,943.33	\$110.09	\$2,053.42
CAR840	\$7,658.71	\$6.30	\$7,665.01
CAR950	de minimis	N/A	de minimis
CAS100	N/A	de minimis	de minimis
CAS600	N/A	de minimis	de minimis
CAS650	de minimis	N/A	de minimis
CAS700	de minimis	N/A	de minimis
CAS750	de minimis	N/A	de minimis
CAS800	de minimis	N/A	de minimis
CAS830	\$916.23	N/A	\$916.23
CAS850	\$49.13	\$3.75	\$52.88
CAS860	\$336.38	N/A	\$336.38
CAS865	\$88.77	N/A	\$88.77
CAT100	de minimis	N/A	de minimis
CAT300	\$165.64	\$2.93	\$168.57
CCI100	N/A	de minimis	de minimis
CCI117	N/A	\$8.10	\$8.10
CCW400	N/A	\$45.30	\$45.30
CEB100	\$416.40	\$0.79	\$417.19
CEN100	\$266.03	\$2.03	\$268.06
CHA100	N/A	\$40.43	\$40.43
CHA535	\$11.72	\$0.61	\$12.33
CHA540	\$11.48	\$2.73	\$14.21
CHA565	\$483.58	\$24.98	\$508.56
CHA570	\$6.90	\$1.79	\$8.69
CHA575	\$3.77	\$4.00	\$7.77
CHA597	N/A	\$14.28	\$14.28
CHA598	N/A	\$14.21	\$14.21
CHE100	\$61,588.63	\$41.37	\$61,630.00
CHE500	N/A	de minimis	de minimis
CHE625	\$277.68	\$0.89	\$278.57
CHE700	\$148.80	\$1.76	\$150.56
CHE900	\$236.89	\$2.62	\$239.51
CHI200	N/A	\$29.38	\$29.38
CHI495	\$791.42	\$6.59	\$798.01
CHI500	\$4,126.86	\$22.45	\$4,149.31
CHI730	N/A	\$23.22	\$23.22
CHI731	\$381.18	\$256.22	\$637.40
CHL600	de minimis	N/A	de minimis
CHL605	\$5.05	N/A	\$5.05
CHO100	\$306.73	\$0.29	\$307.02
CHO675	N/A	\$16.29	\$16.29
CHU200	N/A	\$8.29	\$8.29
CIR800	N/A	de minimis	de minimis
CIT100	N/A	de minimis	de minimis
CIT500	N/A	\$5.35	\$5.35
CIT800	\$782.88	\$2.67	\$785.55
CLA650	\$12,985.92	\$121.42	\$13,107.34
CLA710	N/A	de minimis	de minimis
CLA715	\$127.61	\$4.37	\$131.98
CLI300	\$80.31	\$48.41	\$128.72
CLI800	N/A	de minimis	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
CLY300	de minimis	N/A	de minimis
CMW100	N/A	de minimis	de minimis
COA800	\$12.03	\$2.63	\$14.66
COA850	\$16.13	\$1.29	\$17.42
COB190	\$27.40	N/A	\$27.40
COB710	\$2,488.48	\$3.37	\$2,491.85
COC625	\$3.77	\$4.01	\$7.78
COD300	N/A	de minimis	de minimis
COF400	\$71.48	\$3.69	\$75.17
COF420	\$346.56	\$28.04	\$374.60
COF430	\$84.23	\$4.07	\$88.30
COF500	\$71.48	\$3.69	\$75.17
COF505	\$81.01	\$1.11	\$82.12
COF507	\$1,011.91	\$46.08	\$1,057.99
COG200	N/A	de minimis	de minimis
COL100	\$2,894.04	\$50.06	\$2,944.10
COL200	\$19.18	\$2.32	\$21.50
COL205	de minimis	N/A	de minimis
COL400	\$101.28	\$3.46	\$104.74
COL405	N/A	\$13.51	\$13.51
COL410	N/A	de minimis	de minimis
COL420	N/A	de minimis	de minimis
COL500	\$1,122.55	\$53.58	\$1,176.13
COL800	N/A	de minimis	de minimis
COL870	N/A	de minimis	de minimis
COM350	\$85.07	\$3.78	\$88.85
COM400	\$47.77	\$3.39	\$51.16
COM550	\$616.58	\$0.49	\$617.07
CON400	\$47.77	\$3.39	\$51.16
CON500	\$34.55	\$3.75	\$38.30
CON505	\$34.55	N/A	\$34.55
CON525	\$14.84	\$1.59	\$16.43
CON530	\$34.55	N/A	\$34.55
CON535	\$52.36	\$0.93	\$53.29
CON800	\$223.23	\$4.18	\$227.41
CON820	\$40.78	\$1.89	\$42.67
COO400	\$14,098.39	\$251.48	\$14,349.87
COO407	\$119.01	\$0.14	\$119.15
COO420	\$153.39	\$4.70	\$158.09
COO422	\$35.17	\$7.54	\$42.71
COO430	\$3,012.71	\$78.96	\$3,091.67
COO435	\$137.93	\$1.26	\$139.19
COO445	\$153.39	\$4.70	\$158.09
COO500	\$4,273.41	\$239.40	\$4,512.81
COO505	\$4,273.41	\$243.12	\$4,516.53
COO600	\$399.36	N/A	\$399.36
COP300	\$766.89	\$1.30	\$768.19
COP305	\$17,519.01	\$7.94	\$17,526.95
COP610	\$96.81	\$18.67	\$115.48
COR250	\$1,072.73	\$18.19	\$1,090.92
COR255	\$1,072.73	\$9.11	\$1,081.84
COR305	N/A	de minimis	de minimis
COR325	\$1,046.14	\$9.07	\$1,055.21
COR480	de minimis	de minimis	de minimis
COR500	N/A	de minimis	de minimis
COR750	de minimis	N/A	de minimis
COR900	\$453.41	\$0.47	\$453.88
COS200	\$120.86	\$33.24	\$154.10

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
COU400	\$76.10	\$3.90	\$80.00
COU550	N/A	\$4,969.11	\$4,969.11
COU700	\$43.09	\$1.26	\$44.35
COW100	\$21.49	\$3.38	\$24.87
COW125	\$231.67	\$17.64	\$249.31
COW150	\$2,564.17	\$46.36	\$2,610.53
COW200	\$96,459.38	\$125.46	\$96,584.84
COW205	\$67,621.32	\$76.73	\$67,698.05
COW250	de minimis	N/A	de minimis
COW500	de minimis	N/A	de minimis
COX100	\$5.36	\$0.78	\$6.14
COX200	\$12.95	\$2.52	\$15.47
COX215	N/A	de minimis	de minimis
COX220	N/A	de minimis	de minimis
COX300	\$29,169.92	\$27.94	\$29,197.86
COY100	\$194.81	\$28.24	\$223.05
CRA205	de minimis	N/A	de minimis
CRA210	\$287.76	\$3.34	\$291.10
CRA300	N/A	de minimis	de minimis
CRA400	\$240.92	\$5.19	\$246.11
CRA405	\$120.46	\$4.34	\$124.80
CRA500	\$58.32	\$3.37	\$61.69
CRA550	\$632.06	N/A	\$632.06
CRE800	N/A	de minimis	de minimis
CRE815	\$13.83	\$3.54	\$17.37
CRE850	\$307.03	\$17.00	\$324.03
CRE857	\$919.69	\$1.10	\$920.79
CRE875	\$64.91	\$4.28	\$69.19
CRE900	\$249.38	\$1.90	\$251.28
CRI100	\$133.71	\$1.27	\$134.98
CRI800	N/A	de minimis	de minimis
CRI900	\$490.85	\$70.51	\$561.36
CRO050	\$36.49	\$0.53	\$37.02
CRO100	de minimis	de minimis	de minimis
CRO300	\$222.47	\$0.43	\$222.90
CRO800	N/A	\$6.88	\$6.88
CRO810	N/A	de minimis	de minimis
CRO835	N/A	de minimis	de minimis
CRO845	\$113.65	\$8.21	\$121.86
CRO850	\$113.66	\$8.21	\$121.87
CRO900	\$21.65	N/A	\$21.65
CTS645	N/A	de minimis	de minimis
CUL900	N/A	de minimis	de minimis
CUP500	de minimis	N/A	de minimis
CUR500	\$503.45	\$14.44	\$517.89
CUR700	\$27.28	N/A	\$27.28
CUR750	\$622.88	N/A	\$622.88
CUR800	\$467.18	\$165.76	\$632.94
CVO500	\$698.13	\$2.01	\$700.14
CWA900	N/A	de minimis	de minimis
DAG100	\$139.71	\$43.95	\$183.66
DAK400	de minimis	de minimis	de minimis
DAL330	N/A	de minimis	de minimis
DAL345	N/A	\$82.77	\$82.77
DAL400	\$539.31	\$46.85	\$586.16
DAL401	\$647.14	\$56.22	\$703.36
DAL402	\$970.73	\$84.34	\$1,055.07
DAL700	\$90.01	\$3.88	\$93.89

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
DAR500	N/A	de minimis	de minimis
DAR502	\$233.45	\$0.15	\$233.60
DAU600	N/A	de minimis	de minimis
DAU700	de minimis	N/A	de minimis
DAV300	\$137.29	\$1.07	\$138.36
DAV520	N/A	de minimis	de minimis
DAV540	\$50.86	N/A	\$50.86
DAV545	N/A	de minimis	de minimis
DAV548	N/A	de minimis	de minimis
DAV570	\$138.23	\$5.35	\$143.58
DAV583	\$19.85	N/A	\$19.85
DAV600	N/A	de minimis	de minimis
DAW100	\$14,584.95	\$13.97	\$14,598.92
DAW800	\$56.54	\$4.00	\$60.54
DAY600	\$23.40	N/A	\$23.40
DDK100	\$8.05	\$0.46	\$8.51
DDW885	\$184.01	\$1.83	\$185.84
DEC300	\$177.74	\$3.94	\$181.68
DEE825	\$103.70	\$5.24	\$108.94
DEE830	\$19.85	N/A	\$19.85
DEF750	\$147.03	\$6.22	\$153.25
DEL500	N/A	de minimis	de minimis
DEN500	de minimis	N/A	de minimis
DEP500	de minimis	N/A	de minimis
DES500	de minimis	N/A	de minimis
DET400	\$1,805.04	\$0.58	\$1,805.62
DET800	\$1,195.35	\$2.15	\$1,197.50
DEW130	N/A	\$64.88	\$64.88
DEW400	\$1,645.50	\$15.47	\$1,660.97
DIA400	\$5,543.39	\$271.89	\$5,815.28
DIC100	\$11.55	\$1.54	\$13.09
DIC300	\$16.65	\$0.84	\$17.49
DIE700	\$13.83	\$3.54	\$17.37
DIG100	\$7,835.20	\$2.59	\$7,837.79
DIL200	\$89.33	\$0.90	\$90.23
DIL250	\$1,340.75	N/A	\$1,340.75
DIL500	de minimis	N/A	de minimis
DIN300	\$92.17	\$3.80	\$95.97
DIN350	\$126.46	\$8.52	\$134.98
DIV200	\$380.34	\$73.36	\$453.70
DIV500	de minimis	de minimis	de minimis
DOB700	\$1,279.53	\$0.27	\$1,279.80
DOB705	\$364.42	\$2.77	\$367.19
DOB710	\$6,997.53	\$5.96	\$7,003.49
DOB715	\$211.07	\$0.64	\$211.71
DOB720	\$72.04	\$0.35	\$72.39
DOB725	\$364.42	\$2.77	\$367.19
DOB730	\$340.73	\$2.74	\$343.47
DOD205	N/A	de minimis	de minimis
DOE800	de minimis	N/A	de minimis
DOH500	\$5.12	\$1.79	\$6.91
DOO700	\$64.79	\$3.44	\$68.23
DOR200	N/A	de minimis	de minimis
DOR250	N/A	de minimis	de minimis
DOR700	\$247.74	\$4.20	\$251.94
DOU080	\$52.89	\$0.98	\$53.87
DOU100	\$1,820.17	\$280.70	\$2,100.87
DOU430	de minimis	N/A	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
DOU440	\$8.26	\$1.88	\$10.14
DOW100	\$658.55	\$2.31	\$660.86
DOW500	\$98.55	\$14.90	\$113.45
DOW525	N/A	\$51.82	\$51.82
DRA400	N/A	de minimis	de minimis
DRA455	\$119.23	\$2.05	\$121.28
DRA600	\$9.62	\$2.06	\$11.68
DRE700	de minimis	N/A	de minimis
DUD300	\$16,940.32	\$5.90	\$16,946.22
DUD305	\$8,245.20	\$155.09	\$8,400.29
DUN400	\$1,022.74	\$46.61	\$1,069.35
DUN500	\$34.59	\$7.44	\$42.03
DUP200	\$22.34	\$2.00	\$24.34
DUR450	\$240.92	\$5.15	\$246.07
DWE425	N/A	de minimis	de minimis
EAG480	N/A	\$10.42	\$10.42
EAK405	de minimis	N/A	de minimis
EAS500	N/A	\$7.00	\$7.00
EAS800	\$34.90	\$1.80	\$36.70
EAT700	\$8,351.69	\$0.68	\$8,352.37
ECH475	N/A	\$223.02	\$223.02
ECH480	N/A	\$665.86	\$665.86
ECH485	N/A	\$1,020.80	\$1,020.80
ECH499	\$30,422.26	\$10.60	\$30,432.86
ECH500	\$31,458.56	\$598.89	\$32,057.45
ECH501	\$152,898.02	\$3,472.57	\$156,370.59
ECH502	\$654.40	\$18.12	\$672.52
ECH503	\$27.89	\$10.77	\$38.66
ECH504	\$83,538.42	\$2,086.53	\$85,624.95
ECH506	\$135.29	\$0.09	\$135.38
ECH507	\$261.47	\$7.62	\$269.09
ECH508	\$339.63	\$0.07	\$339.70
ECH509	\$8,785.17	\$1.02	\$8,786.19
ECK400	N/A	de minimis	de minimis
ECK500	de minimis	de minimis	de minimis
EDD440	N/A	de minimis	de minimis
EDI450	\$32.47	\$1.39	\$33.86
EDI452	\$21.64	\$1.31	\$22.95
EDM900	\$368.50	\$8.16	\$376.66
EDS100	\$5,137.60	\$2.70	\$5,140.30
EDS105	\$21,531.29	\$36.12	\$21,567.41
EDS110	\$2,711.01	\$30.43	\$2,741.44
EDS115	\$3,976.09	\$10.81	\$3,986.90
EDS120	\$2,711.01	\$30.43	\$2,741.44
EDS125	\$5,137.60	\$2.70	\$5,140.30
EDS130	\$125.27	N/A	\$125.27
EDS135	\$40,355.80	\$19.65	\$40,375.45
EDS140	\$40,355.80	\$19.65	\$40,375.45
EDW050	de minimis	N/A	de minimis
EDW100	N/A	\$504.46	\$504.46
EET700	N/A	de minimis	de minimis
EGE500	\$512.83	\$0.53	\$513.36
EIG500	\$23.09	\$2.71	\$25.80
EIS205	N/A	\$125.27	\$125.27
EIS400	\$3,730.48	\$0.91	\$3,731.39
EKM430	\$598.78	\$11.79	\$610.57
EKN500	N/A	de minimis	de minimis
ELL800	N/A	de minimis	de minimis



## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
ELL805	\$17.78	N/A	\$17.78
ELS100	\$767.30	\$49.68	\$816.98
ENC300	\$56.11	\$0.01	\$56.12
END800	\$583.88	\$1.04	\$584.92
ENG500	\$17.17	\$2.59	\$19.76
ENN300	\$1,340.75	N/A	\$1,340.75
ENV400	N/A	\$8.37	\$8.37
EOL100	\$5,631.47	\$2.56	\$5,634.03
EPS800	N/A	de minimis	de minimis
EQU400	\$46.10	\$3.14	\$49.24
EQU410	\$60.67	\$21.58	\$82.25
ERV100	\$9.76	\$9.30	\$19.06
ESK100	\$226.01	N/A	\$226.01
ESK150	\$9.29	N/A	\$9.29
ESK200	\$18.59	N/A	\$18.59
ESK500	\$9.29	N/A	\$9.29
EST300	de minimis	N/A	de minimis
EVA100	de minimis	N/A	de minimis
EVA110	\$8.91	\$1.50	\$10.41
EVA200	\$30.68	\$1.56	\$32.24
EVA500	de minimis	N/A	de minimis
EVA515	\$17.27	\$4.16	\$21.43
EVA520	\$76.83	\$3.57	\$80.40
EVA540	de minimis	N/A	de minimis
EVE500	\$228.29	\$5.78	\$234.07
EXO400	N/A	de minimis	de minimis
EZE400	\$28.82	\$2.87	\$31.69
FAM300	\$35.66	\$4.08	\$39.74
FAN500	\$103.80	N/A	\$103.80
FAN550	\$103.80	N/A	\$103.80
FAV450	\$8.71	\$1.64	\$10.35
FAW450	\$915.58	\$1.66	\$917.24
FEN800	\$75.22	\$2.86	\$78.08
FER610	\$1,022.22	\$7.96	\$1,030.18
FIE550	\$51.79	\$10.21	\$62.00
FIR050	de minimis	N/A	de minimis
FIR100	\$407.88	\$80.62	\$488.50
FIR400	\$4.72	\$0.79	\$5.51
FIR803	\$503.56	\$0.05	\$503.61
FIR805	\$596.58	\$20.74	\$617.32
FIR810	N/A	de minimis	de minimis
FIS200	N/A	de minimis	de minimis
FIS430	\$129.75	\$4.17	\$133.92
FIT900	\$67.93	N/A	\$67.93
FIT912	\$383.31	\$0.46	\$383.77
FIT925	de minimis	N/A	de minimis
FLA500	\$4,837.98	\$4.43	\$4,842.41
FLE100	\$51.48	N/A	\$51.48
FLE200	\$5,756.62	\$2.01	\$5,758.63
FLE800	N/A	de minimis	de minimis
FLO100	\$13.83	\$3.54	\$17.37
FLO800	\$831.02	\$0.28	\$831.30
FLO950	N/A	\$65.96	\$65.96
FLO955	N/A	de minimis	de minimis
FMI400	\$28.79	\$14.73	\$43.52
FOC100	\$132.93	\$0.00	\$132.93
FOL300	\$17,570.32	\$2.05	\$17,572.37
FOL700	\$738.14	\$66.44	\$804.58

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
FOR050	\$1,497.21	\$0.17	\$1,497.38
FOR100	\$276.25	\$0.38	\$276.63
FOR200	\$2,409.31	\$12.89	\$2,422.20
FOR500	\$525.64	\$20.01	\$545.65
FOR700	\$161.60	\$8.13	\$169.73
FOR701	\$36.06	\$2.96	\$39.02
FOR835	\$2,462.80	\$29.24	\$2,492.04
FOR840	N/A	de minimis	de minimis
FOR850	N/A	de minimis	de minimis
FOR860	N/A	de minimis	de minimis
FOS800	\$259.48	\$5.24	\$264.72
FOS805	de minimis	N/A	de minimis
FOS810	\$64.86	\$3.53	\$68.39
FOS815	\$64.86	\$3.53	\$68.39
FOU200	\$2,572.08	N/A	\$2,572.08
FOU800	N/A	de minimis	de minimis
FOU805	N/A	de minimis	de minimis
FOU808	de minimis	de minimis	de minimis
FOU810	N/A	\$94.69	\$94.69
FOX100	N/A	de minimis	de minimis
FOX105	N/A	de minimis	de minimis
FOX110	\$38.34	\$20.69	\$59.03
FOX250	N/A	de minimis	de minimis
FOX257	N/A	de minimis	de minimis
FOX260	N/A	de minimis	de minimis
FRA555	\$21,652.65	\$269.26	\$21,921.91
FRE100	N/A	de minimis	de minimis
FRE200	N/A	\$39.57	\$39.57
FRE400	\$4.36	\$3.19	\$7.55
FRE500	\$69.21	\$4.34	\$73.55
FRE600	\$76.10	\$5.52	\$81.62
FRI350	\$19.22	\$4.26	\$23.48
FRI500	\$30.79	\$9.65	\$40.44
FRY102	\$3,178.38	\$6.22	\$3,184.60
FRY110	\$9.35	\$1.22	\$10.57
FRY125	\$7.30	\$0.91	\$8.21
FRY135	\$43.34	\$8.93	\$52.27
FRY150	\$1,657.27	\$12.89	\$1,670.16
FRY250	\$12.01	\$0.91	\$12.92
FRY400	N/A	de minimis	de minimis
FUH700	\$1,284.37	\$8.04	\$1,292.41
FUK800	\$1,295.58	\$662.61	\$1,958.19
FUR400	N/A	de minimis	de minimis
FYD100	\$524.07	\$0.70	\$524.77
GAL100	\$2,185.28	\$0.72	\$2,186.00
GAL550	\$49.60	\$6.90	\$56.50
GAL560	N/A	de minimis	de minimis
GAL750	\$29.78	\$18.91	\$48.69
GAN700	\$47.18	\$3.01	\$50.19
GAN710	\$47.18	\$3.01	\$50.19
GAR450	\$2,055.40	\$2.54	\$2,057.94
GAR500	\$84.01	\$4.39	\$88.40
GAS300	N/A	\$221.37	\$221.37
GAS820	\$76.87	\$4.10	\$80.97
GAT400	\$207.76	N/A	\$207.76
GAT500	\$17.83	\$2.23	\$20.06
GBK300	N/A	de minimis	de minimis
GEA400	\$9,385.13	\$37.24	\$9,422.37

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
GEA800	\$1,202.35	\$286.77	\$1,489.12
GEE500	N/A	de minimis	de minimis
GEE800	\$273.17	\$0.02	\$273.19
GEI200	\$20.79	\$1.30	\$22.09
GEI800	\$577.61	\$0.54	\$578.15
GEO500	\$402.88	\$17.12	\$420.00
GER150	de minimis	N/A	de minimis
GER500	\$5.69	\$0.39	\$6.08
GFI500	de minimis	de minimis	de minimis
GHK700	\$2,535.13	\$8.34	\$2,543.47
GIB080	\$268.68	\$2.28	\$270.96
GIB100	N/A	\$79.65	\$79.65
GID245	\$103.70	\$10.97	\$114.67
GIL222	N/A	\$61.98	\$61.98
GIL420	\$31.97	\$6.61	\$38.58
GIL450	\$748.78	\$28.49	\$777.27
GIL460	\$71.54	\$3.72	\$75.26
GIL500	\$11.05	\$2.81	\$13.86
GIN400	N/A	de minimis	de minimis
GIV300	\$1,284.38	\$4.46	\$1,288.84
GLA900	\$511.69	\$3.43	\$515.12
GLA905	\$511.69	\$0.85	\$512.54
GLA910	\$511.69	\$0.85	\$512.54
GLE100	\$13.60	\$1.33	\$14.93
GLI800	\$76.10	\$3.90	\$80.00
GLM400	\$10.83	\$1.37	\$12.20
GLO720	\$50.09	\$4.70	\$54.79
GOA500	de minimis	N/A	de minimis
GOE100	\$2,187.75	\$2.09	\$2,189.84
GOE150	\$45.72	\$8.05	\$53.77
GOL200	\$168.30	\$26.70	\$195.00
GOM420	\$122.84	\$3.78	\$126.62
GOM700	\$29,838.96	\$15.80	\$29,854.76
GON980	\$126.98	N/A	\$126.98
GOO500	N/A	\$6.11	\$6.11
GOR315	\$119.00	N/A	\$119.00
GOR350	\$238.08	\$61.53	\$299.61
GOR400	de minimis	N/A	de minimis
GOR450	\$38.98	N/A	\$38.98
GOR500	\$767.51	\$114.40	\$881.91
GOR510	de minimis	N/A	de minimis
GOS808	N/A	\$23.13	\$23.13
GRA395	N/A	de minimis	de minimis
GRA500	\$313.89	\$13.99	\$327.88
GRA810	\$9.61	\$4.22	\$13.83
GRA820	de minimis	N/A	de minimis
GRE150	de minimis	N/A	de minimis
GRE155	\$138.30	\$26.67	\$164.97
GRE300	N/A	\$55.24	\$55.24
GRE310	\$284.42	\$0.55	\$284.97
GRE312	\$483.09	\$0.65	\$483.74
GRE315	\$12.95	\$2.52	\$15.47
GRE325	\$70.27	\$3.93	\$74.20
GRE360	de minimis	N/A	de minimis
GRE365	de minimis	N/A	de minimis
GRE366	de minimis	N/A	de minimis
GRE367	de minimis	N/A	de minimis
GRE368	de minimis	N/A	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
GRE372	\$37.51	\$4.45	\$41.96
GRE375	\$12.70	\$1.04	\$13.74
GRE385	\$314.72	N/A	\$314.72
GRE525	N/A	de minimis	de minimis
GRE530	N/A	de minimis	de minimis
GRI300	N/A	de minimis	de minimis
GRI310	N/A	de minimis	de minimis
GRI400	N/A	de minimis	de minimis
GRI415	\$19.18	\$2.32	\$21.50
GRI420	\$558.32	\$3.57	\$561.89
GRO890	\$184.67	\$16.73	\$201.40
GRO910	\$767.05	\$35.67	\$802.72
GRU150	\$48.37	\$5.34	\$53.71
GRU180	\$54.83	N/A	\$54.83
GUA700	N/A	de minimis	de minimis
GUE800	N/A	de minimis	de minimis
GUE810	\$44.29	\$5.21	\$49.50
GUL500	de minimis	N/A	de minimis
GUN550	N/A	de minimis	de minimis
GW1500	\$1,204.89	\$3.17	\$1,208.06
HAA500	de minimis	N/A	de minimis
HAC100	\$1,070.66	\$14.39	\$1,085.05
HAF400	\$26.00	\$3.15	\$29.15
HAG500	N/A	\$29.84	\$29.84
HAG900	de minimis	N/A	de minimis
HAI500	de minimis	N/A	de minimis
HAL200	\$38.59	\$1.47	\$40.06
HAL300	\$295.70	\$3.83	\$299.53
HAL320	N/A	\$204.07	\$204.07
HAL350	\$627.77	\$5.42	\$633.19
HAL365	\$18.90	\$2.59	\$21.49
HAL400	de minimis	N/A	de minimis
HAL470	N/A	de minimis	de minimis
HAL600	N/A	de minimis	de minimis
HAM100	\$18.02	\$1.38	\$19.40
HAM105	\$4.72	\$0.79	\$5.51
HAM110	\$4.72	\$0.79	\$5.51
HAM115	\$4.72	\$0.79	\$5.51
HAM197	\$255.38	\$6.03	\$261.41
HAM198	\$85.07	\$24.45	\$109.52
HAM200	\$105.53	\$0.70	\$106.23
HAM202	\$85.07	\$3.78	\$88.85
HAM300	N/A	de minimis	de minimis
HAM450	\$38.06	\$1.95	\$40.01
HAM465	\$59.06	\$2.47	\$61.53
HAM500	\$9,739.43	\$25.26	\$9,764.69
HAM550	\$29.66	\$1.53	\$31.19
HAN200	N/A	de minimis	de minimis
HAN205	N/A	de minimis	de minimis
HAN300	\$20.21	\$4.96	\$25.17
HAN805	N/A	\$79.27	\$79.27
HAN810	\$212.55	\$2.98	\$215.53
HAN835	\$212.55	\$2.98	\$215.53
HAN840	\$29.78	\$16.01	\$45.79
HAN860	\$4,417.51	\$58.69	\$4,476.20
HAR300	\$184.01	\$1.83	\$185.84
HAR360	\$495.80	\$0.89	\$496.69
HAR525	de minimis	N/A	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
HAR560	\$8.40	\$2.49	\$10.89
HAR570	de minimis	N/A	de minimis
HAR575	\$38.06	\$0.34	\$38.40
HAR580	\$34.34	\$4.45	\$38.79
HAR590	\$5.40	N/A	\$5.40
HAR600	\$497.14	\$16.71	\$513.85
HAR615	\$6.66	N/A	\$6.66
HAR700	N/A	de minimis	de minimis
HAR715	N/A	de minimis	de minimis
HAR717	N/A	de minimis	de minimis
HAR725	\$6.61	\$1.98	\$8.59
HAR730	N/A	de minimis	de minimis
HAR805	de minimis	de minimis	de minimis
HAR815	de minimis	N/A	de minimis
HAR820	de minimis	N/A	de minimis
HAR825	\$1.18	\$4.68	\$5.86
HAR850	de minimis	de minimis	de minimis
HAR860	\$162.58	N/A	\$162.58
HAR900	\$9.62	\$2.06	\$11.68
HAR962	de minimis	N/A	de minimis
HAR964	de minimis	N/A	de minimis
HAR970	\$867.10	\$1.87	\$868.97
HAR980	\$8,351.68	\$0.70	\$8,352.38
HAT200	N/A	de minimis	de minimis
HAT300	\$281.78	\$36.07	\$317.85
HAV400	de minimis	N/A	de minimis
HAW400	N/A	\$5.18	\$5.18
HAW410	\$137.43	\$6.46	\$143.89
HAY300	\$207.20	\$4.60	\$211.80
HAY500	\$16.25	\$2.40	\$18.65
HAY505	\$107.35	\$5.80	\$113.15
HAY810	\$2,492.82	\$5.02	\$2,497.84
HAZ100	\$367.13	\$0.66	\$367.79
HBR800	de minimis	de minimis	de minimis
HCA450	\$145.77	\$3.00	\$148.77
HDB100	\$616.58	\$0.49	\$617.07
HED100	N/A	de minimis	de minimis
HEF080	\$233.45	\$0.15	\$233.60
HEF400	\$926.71	\$29.73	\$956.44
HEF410	\$135.95	\$3.87	\$139.82
HEF420	\$356.86	\$10.36	\$367.22
HEI100	\$4,349.30	\$20.70	\$4,370.00
HEI108	\$52.89	\$13.07	\$65.96
HEI110	\$158.68	\$57.66	\$216.34
HEI125	\$665.91	\$0.53	\$666.44
HEI600	de minimis	N/A	de minimis
HEL300	\$137.98	\$0.27	\$138.25
HEL400	\$14.87	\$8.00	\$22.87
HEL500	\$158.68	\$0.19	\$158.87
HEN300	de minimis	N/A	de minimis
HEN305	\$25.59	N/A	\$25.59
HEN310	\$193.30	\$0.77	\$194.07
HEN400	\$184.01	\$1.83	\$185.84
HEN705	de minimis	de minimis	de minimis
HEN707	N/A	de minimis	de minimis
HER100	\$14,584.97	\$13.97	\$14,598.94
HER150	\$146.23	\$40.44	\$186.67
HER400	N/A	de minimis	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
HER405	N/A	de minimis	de minimis
HER407	\$4,772.25	\$3.63	\$4,775.88
HER410	\$64.90	\$6.76	\$71.66
HER520	N/A	de minimis	de minimis
HER720	\$210.78	\$7.32	\$218.10
HES750	\$211.58	\$0.22	\$211.80
HIB150	\$126.45	\$5.01	\$131.46
HIG330	N/A	\$344.11	\$344.11
HIG380	\$138.99	\$86.00	\$224.99
HIL450	\$863.91	\$0.83	\$864.74
HIL455	\$108.80	\$10.23	\$119.03
HIL457	\$15.27	\$4.62	\$19.89
HIL470	\$70.42	N/A	\$70.42
HIL471	\$70.42	N/A	\$70.42
HIL480	\$466.95	N/A	\$466.95
HIL500	N/A	de minimis	de minimis
HIL505	\$6,260.09	\$0.91	\$6,261.00
HIL650	\$140.91	N/A	\$140.91
HIL700	\$58.31	\$1.37	\$59.68
HIL725	\$40.98	\$2.45	\$43.43
HIL750	\$1,049.78	\$88.26	\$1,138.04
HNL700	N/A	de minimis	de minimis
HOB155	de minimis	N/A	de minimis
HOB800	\$77.70	\$2.10	\$79.80
HOB805	\$65,898.93	\$61.59	\$65,960.52
HOB820	\$13,795.94	\$16.32	\$13,812.26
HOB822	\$4,558.39	\$0.73	\$4,559.12
HOB824	\$4,558.39	\$0.73	\$4,559.12
HOD300	N/A	de minimis	de minimis
HOD402	N/A	de minimis	de minimis
HOF400	\$722.03	\$0.24	\$722.27
HOH500	de minimis	N/A	de minimis
HOL400	\$479.62	\$2.50	\$482.12
HOL500	\$6,260.10	\$0.86	\$6,260.96
HOO295	\$529.21	\$0.05	\$529.26
HOO300	\$535.96	\$47.77	\$583.73
HOO310	\$118.04	\$0.85	\$118.89
HOO400	\$376.89	\$0.83	\$377.72
HOR700	\$35.18	N/A	\$35.18
HOR860	\$12.06	\$7.96	\$20.02
HOS400	\$7.02	\$2.18	\$9.20
HOS405	N/A	de minimis	de minimis
HOS407	N/A	\$6.48	\$6.48
HOS410	N/A	de minimis	de minimis
HOS412	N/A	de minimis	de minimis
HOU800	\$1,977.92	\$15.09	\$1,993.01
HOU820	\$80.41	\$11.11	\$91.52
HOW025	de minimis	N/A	de minimis
HOW050	\$6.90	\$1.79	\$8.69
HOW100	\$58.28	\$3.58	\$61.86
HOW105	\$48.57	\$4.57	\$53.14
HOW110	\$48.57	\$3.05	\$51.62
HOW115	\$8.61	\$2.63	\$11.24
HUB160	\$4,090.76	\$193.96	\$4,284.72
HUF100	N/A	\$30.36	\$30.36
HUF450	\$39.74	\$2.29	\$42.03
HUG375	\$3.76	\$4.01	\$7.77
HUG400	\$13.83	\$3.54	\$17.37

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
HUI100	\$2,899.37	N/A	\$2,899.37
HUM600	\$10.15	\$2.84	\$12.99
HUN100	\$113.66	\$8.21	\$121.87
HUN800	\$4,736.21	\$2.34	\$4,738.55
HUN830	N/A	de minimis	de minimis
HUR500	\$39.49	\$3.25	\$42.74
HUR800	N/A	de minimis	de minimis
HUS800	\$0.13	\$38.24	\$38.37
HUS900	N/A	de minimis	de minimis
HUT300	\$22.34	\$2.57	\$24.91
ICA400	\$141.89	\$4.59	\$146.48
INT400	\$238.26	\$4.47	\$242.73
INZ400	\$49.13	\$3.75	\$52.88
ISA115	N/A	\$8.43	\$8.43
IVI400	\$310.11	\$2.76	\$312.87
IVI500	\$357.58	\$3.03	\$360.61
IVI700	\$536.36	\$4.59	\$540.95
JAC405	\$340.93	N/A	\$340.93
JAC440	\$174.66	\$2.96	\$177.62
JAC480	\$35.18	N/A	\$35.18
JAC600	\$463.39	\$15.72	\$479.11
JAG500	N/A	de minimis	de minimis
JAM150	N/A	de minimis	de minimis
JAM200	N/A	de minimis	de minimis
JAM310	de minimis	de minimis	de minimis
JAM325	\$239.76	N/A	\$239.76
JAM350	\$7.02	\$2.18	\$9.20
JAM355	\$3,270.29	\$0.68	\$3,270.97
JAM365	\$1,380.58	\$0.68	\$1,381.26
JAM370	\$409.05	\$1.26	\$410.31
JAM375	\$7,049.34	\$6.49	\$7,055.83
JAM800	\$54.95	\$2.66	\$57.61
JAR500	\$14.33	\$2.09	\$16.42
JAY100	\$7,699.43	\$3.93	\$7,703.36
JAY300	\$3,737.15	\$0.27	\$3,737.42
JBE100	\$75.85	\$0.58	\$76.43
JBM500	\$48.67	N/A	\$48.67
JBS700	\$1,474.12	\$166.59	\$1,640.71
JCA100	\$42.98	\$8.11	\$51.09
JCR800	\$975.97	\$0.34	\$976.31
JEC200	N/A	de minimis	de minimis
JEN300	\$281.60	\$84.08	\$365.68
JER500	\$116.60	\$6.82	\$123.42
JEZ400	N/A	de minimis	de minimis
JFJ500	\$36.13	\$1.14	\$37.27
JHP100	\$7,616.63	\$451.87	\$8,068.50
JIY500	de minimis	N/A	de minimis
JLE800	N/A	de minimis	de minimis
JOH100	\$2,823.38	\$149.93	\$2,973.31
JOH105	\$470.56	\$7.11	\$477.67
JOH550	N/A	de minimis	de minimis
JOH570	\$51.59	\$3.51	\$55.10
JOH578	\$1,340.75	N/A	\$1,340.75
JOH580	N/A	de minimis	de minimis
JOH583	\$1,340.75	N/A	\$1,340.75
JOH585	N/A	de minimis	de minimis
JOH605	N/A	\$5.10	\$5.10
JOH610	\$51.58	\$2.37	\$53.95

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
JOH615	\$28.24	\$2.24	\$30.48
JOH616	\$25.80	\$2.26	\$28.06
JOH625	de minimis	de minimis	de minimis
JOH635	\$863.91	\$0.83	\$864.74
JOH650	\$3,643.31	\$5.90	\$3,649.21
JOH655	de minimis	N/A	de minimis
JON302	\$135.29	\$15.97	\$151.26
JON305	\$27.33	\$1.01	\$28.34
JON319	\$27.40	N/A	\$27.40
JON335	N/A	de minimis	de minimis
JON345	\$74.87	\$1.71	\$76.58
JON350	\$164.91	\$4.82	\$169.73
JON355	N/A	de minimis	de minimis
JON360	\$18,150.19	\$19.27	\$18,169.46
JON365	\$602.40	\$2.62	\$605.02
JON370	\$2,045.36	\$91.88	\$2,137.24
JON375	\$27.33	\$1.01	\$28.34
JOR300	N/A	\$16.47	\$16.47
JOU700	\$186.99	\$9.25	\$196.24
JPJ600	N/A	de minimis	de minimis
JRL400	\$86.40	\$3.16	\$89.56
JRP100	\$54.46	\$11.19	\$65.65
JRP400	\$1,181.49	\$0.73	\$1,182.22
JUM500	de minimis	N/A	de minimis
JUS700	\$3,737.15	\$0.28	\$3,737.43
JWM300	\$516.70	\$0.11	\$516.81
JWO500	\$305.51	\$12.15	\$317.66
KAI800	N/A	de minimis	de minimis
KAI802	N/A	de minimis	de minimis
KAN700	N/A	de minimis	de minimis
KAR450	N/A	\$134.56	\$134.56
KAR500	\$49.67	N/A	\$49.67
KAR520	\$679.24	\$0.15	\$679.39
KAR530	\$586.39	\$0.01	\$586.40
KAR540	\$679.24	\$0.15	\$679.39
KAS400	\$13.83	\$3.54	\$17.37
KAS500	\$34.59	\$7.44	\$42.03
KAS670	\$9.12	\$4.78	\$13.90
KAT400	\$3,730.49	\$0.91	\$3,731.40
KAV100	\$26.94	\$3.72	\$30.66
KAV200	de minimis	N/A	de minimis
KAV500	de minimis	N/A	de minimis
KBA600	N/A	\$18.94	\$18.94
KEE800	\$58.47	\$7.48	\$65.95
KEL100	de minimis	N/A	de minimis
KEL200	\$2,002.05	\$0.15	\$2,002.20
KEL500	\$275.52	\$5.16	\$280.68
KEL540	\$7.02	\$2.18	\$9.20
KEL550	\$330.21	\$2.53	\$332.74
KEL560	\$5,833.98	\$5.29	\$5,839.27
KEL570	\$16,341.51	\$5,908.81	\$22,250.32
KEN135	\$5.29	\$2.28	\$7.57
KEN200	\$67,216.84	\$4.28	\$67,221.12
KEN510	\$91.31	\$2.98	\$94.29
KEN520	\$91.31	\$2.98	\$94.29
KEN535	\$91.31	\$2.98	\$94.29
KEN537	\$102.34	\$8.00	\$110.34
KEN540	\$114.16	\$2.66	\$116.82



## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
KEN545	\$34.55	N/A	\$34.55
KEN546	\$8.91	\$1.50	\$10.41
KEN550	\$13,785.86	\$24.19	\$13,810.05
KEN570	\$9.31	\$2.42	\$11.73
KER700	N/A	de minimis	de minimis
KER730	\$109.22	\$6.32	\$115.54
KEV400	\$85.99	\$6.65	\$92.64
KEY750	\$56.06	\$1.17	\$57.23
KID305	\$1,079.01	\$0.36	\$1,079.37
KIE200	\$10.37	\$2.62	\$12.99
KIE400	\$5.80	N/A	\$5.80
KIL500	de minimis	N/A	de minimis
KIM100	\$924.86	\$115.67	\$1,040.53
KIM500	\$109.27	\$18.05	\$127.32
KIM525	de minimis	de minimis	de minimis
KIN100	\$3,235.11	\$1.07	\$3,236.18
KIN555	N/A	de minimis	de minimis
KIN565	\$105.73	\$8.28	\$114.01
KIN570	N/A	de minimis	de minimis
KIR200	\$82.24	\$0.66	\$82.90
KIR205	N/A	de minimis	de minimis
KIR210	\$352.54	\$16.24	\$368.78
KIT100	de minimis	N/A	de minimis
KIT300	\$222.47	\$0.43	\$222.90
KLA200	N/A	de minimis	de minimis
KLE200	\$18.59	\$1.06	\$19.65
KLE600	\$16.92	N/A	\$16.92
KNE250	\$122.99	\$1.65	\$124.64
KNU300	\$5,301.57	\$3.27	\$5,304.84
KOD400	\$497.14	\$16.71	\$513.85
KOE700	\$622.88	N/A	\$622.88
KOE720	\$622.88	\$0.05	\$622.93
KOH095	\$9,101.76	\$0.77	\$9,102.53
KOH100	de minimis	N/A	de minimis
KON500	N/A	de minimis	de minimis
KOP300	N/A	de minimis	de minimis
KOS800	\$484.37	\$28.34	\$512.71
KOS850	\$7,658.71	\$6.30	\$7,665.01
KRI800	N/A	de minimis	de minimis
KRI855	\$13,243.48	\$5.11	\$13,248.59
KUH620	N/A	\$7.82	\$7.82
KWF100	N/A	de minimis	de minimis
LAC300	\$14.44	N/A	\$14.44
LAC900	\$47.77	\$3.39	\$51.16
LAK285	\$1,787.65	\$377.85	\$2,165.50
LAK294	\$1,787.65	\$377.85	\$2,165.50
LAK295	\$3,128.36	\$659.54	\$3,787.90
LAK305	\$1,787.66	\$384.59	\$2,172.25
LAK310	\$1,787.65	\$376.90	\$2,164.55
LAK325	N/A	\$11.20	\$11.20
LAK330	\$3,128.40	\$659.55	\$3,787.95
LAK360	\$2,865.10	\$132.95	\$2,998.05
LAM500	N/A	\$35.30	\$35.30
LAN300	N/A	de minimis	de minimis
LAN310	\$897.39	\$10.69	\$908.08
LAN370	N/A	\$5.04	\$5.04
LAN390	\$111.94	\$3.02	\$114.96
LAN750	\$34.59	\$7.44	\$42.03

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
LAN800	\$138.30	\$26.67	\$164.97
LAP400	\$207.05	\$6.08	\$213.13
LAR100	\$18.83	\$1.02	\$19.85
LAR200	de minimis	de minimis	de minimis
LAR450	\$102.91	\$2.28	\$105.19
LAR470	\$227.50	\$2.94	\$230.44
LAR475	\$47.18	\$3.01	\$50.19
LAR480	N/A	de minimis	de minimis
LAS400	\$50.20	N/A	\$50.20
LAT400	N/A	\$5.13	\$5.13
LAU400	\$433.52	\$1.67	\$435.19
LAU405	\$867.06	\$1.87	\$868.93
LAU500	\$305.40	\$0.19	\$305.59
LAU900	\$28.42	N/A	\$28.42
LAV400	\$9.31	\$2.42	\$11.73
LED200	N/A	\$1,205.17	\$1,205.17
LEE025	de minimis	N/A	de minimis
LEE050	de minimis	de minimis	de minimis
LEE112	\$36.49	\$0.00	\$36.49
LEE115	\$193.30	\$29.46	\$222.76
LEE175	\$59.53	\$31.23	\$90.76
LEF200	de minimis	N/A	de minimis
LEF600	N/A	de minimis	de minimis
LEH550	\$27.33	\$1.01	\$28.34
LEI450	\$366.85	\$2.84	\$369.69
LEI455	\$64.82	\$0.89	\$65.71
LEI600	\$4.67	\$1.99	\$6.66
LEN500	\$154.46	N/A	\$154.46
LES050	de minimis	N/A	de minimis
LES100	\$15,528.60	\$5.41	\$15,534.01
LES600	\$5.60	\$1.43	\$7.03
LEV400	\$45.77	\$2.62	\$48.39
LEV405	\$31.55	\$2.84	\$34.39
LEV420	\$25.74	\$3.77	\$29.51
LEW400	N/A	de minimis	de minimis
LEW405	N/A	de minimis	de minimis
LEW410	\$7.91	\$1.58	\$9.49
LEW415	\$49.27	\$3.41	\$52.68
LEW418	\$6.41	\$0.65	\$7.06
LEW420	\$11.50	\$3.09	\$14.59
LEW425	\$49.27	\$3.41	\$52.68
LEY900	de minimis	de minimis	de minimis
LIB410	\$4,310.29	\$1,074.12	\$5,384.41
LIM500	de minimis	N/A	de minimis
LIN300	\$258.89	\$4.05	\$262.94
LIN310	N/A	de minimis	de minimis
LIN350	\$24.92	\$44.45	\$69.37
LIN355	\$117.85	\$38.73	\$156.58
LIN360	\$94.89	\$28.39	\$123.28
LIN365	\$23.01	\$10.55	\$33.56
LIN370	\$22.98	\$10.55	\$33.53
LIP600	\$658.55	\$2.31	\$660.86
LIP605	\$658.55	\$2.31	\$660.86
LIS500	\$101.40	\$4.38	\$105.78
LIT800	\$151.32	\$1.35	\$152.67
LIV600	\$114.38	\$1.02	\$115.40
LIV870	\$1,284.36	\$2.60	\$1,286.96
LJT800	\$2,356.23	\$1.45	\$2,357.68

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
LOB400	\$2.72	\$3.89	\$6.61
LOC200	\$17.08	\$3.98	\$21.06
LOE405	\$1,049.78	\$88.26	\$1,138.04
LOE410	\$299.86	N/A	\$299.86
LOG460	\$98.18	\$1.77	\$99.95
LOG465	\$60.35	\$3.10	\$63.45
LOH450	\$81.29	\$10.33	\$91.62
LOH700	\$81.29	\$15.47	\$96.76
LON350	\$59.98	N/A	\$59.98
LON360	\$3,576.49	N/A	\$3,576.49
LON370	de minimis	N/A	de minimis
LON375	\$64,046.75	\$98.57	\$64,145.32
LON400	N/A	de minimis	de minimis
LON415	\$718.00	\$35.43	\$753.43
LOO300	N/A	de minimis	de minimis
LOO400	\$9.58	\$1.52	\$11.10
LOO500	\$19.57	\$2.81	\$22.38
LOO810	\$76.72	\$3.84	\$80.56
LOO815	\$230.12	\$9.27	\$239.39
LOP400	\$4,586.24	\$10.63	\$4,596.87
LOV380	\$86.71	N/A	\$86.71
LOV385	de minimis	N/A	de minimis
LOV390	de minimis	N/A	de minimis
LOW590	\$99.08	\$178.59	\$277.67
LOY100	\$340.93	\$17.42	\$358.35
LRT400	\$133.12	\$1.29	\$134.41
LUB150	N/A	de minimis	de minimis
LUC200	N/A	\$227.32	\$227.32
LUT275	\$2,147.80	\$25.06	\$2,172.86
LUT300	\$55.31	\$10.92	\$66.23
LYT500	\$35.18	N/A	\$35.18
M&M100	de minimis	N/A	de minimis
MAC430	\$314.16	N/A	\$314.16
MAC450	N/A	\$9.83	\$9.83
MAD300	\$166.49	\$1.41	\$167.90
MAD305	\$3,495.70	\$3.42	\$3,499.12
MAG500	N/A	\$5.96	\$5.96
MAG501	N/A	\$15.41	\$15.41
MAH300	N/A	de minimis	de minimis
MAJ600	\$340.93	\$17.42	\$358.35
MAJ620	\$596.09	\$0.37	\$596.46
MAJ630	\$596.09	\$0.37	\$596.46
MAK100	\$67.34	\$11.56	\$78.90
MAL100	N/A	de minimis	de minimis
MAL620	\$3.48	\$2.96	\$6.44
MAL625	\$72.73	\$15.46	\$88.19
MAL630	de minimis	N/A	de minimis
MAL670	N/A	de minimis	de minimis
MAN510	N/A	de minimis	de minimis
MAN925	\$186.45	\$22.49	\$208.94
MAN950	N/A	de minimis	de minimis
MAP100	N/A	\$5.25	\$5.25
MAP105	\$19,651.00	\$7.13	\$19,658.13
MAP110	\$1,011.57	\$7.92	\$1,019.49
MAP115	\$52,538.53	\$24.79	\$52,563.32
MAR400	N/A	de minimis	de minimis
MAR450	\$2,157.17	\$0.45	\$2,157.62
MAR650	\$133.86	N/A	\$133.86

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
MAR750	\$143.68	\$4.95	\$148.63
MAR845	\$38.47	N/A	\$38.47
MAR850	\$14.33	\$2.09	\$16.42
MAR855	\$37.01	\$7.79	\$44.80
MAR856	de minimis	N/A	de minimis
MAR858	de minimis	N/A	de minimis
MAR860	\$85.99	\$4.96	\$90.95
MAR875	N/A	de minimis	de minimis
MAR900	\$6,415.49	\$55.28	\$6,470.77
MAS100	\$407.87	N/A	\$407.87
MAS200	N/A	\$12.06	\$12.06
MAS500	N/A	de minimis	de minimis
MAS830	\$13.72	\$1.78	\$15.50
MAS840	\$160.10	\$1.90	\$162.00
MAS900	\$9,385.13	\$1.29	\$9,386.42
MAT050	\$34.99	N/A	\$34.99
MAT500	\$16,331.19	\$442.97	\$16,774.16
MAT505	\$13,338.39	\$5.35	\$13,343.74
MAT506	\$10,647.26	\$2,286.09	\$12,933.35
MAT510	\$4,599.35	\$2.18	\$4,601.53
MAT515	\$4,599.35	\$2.18	\$4,601.53
MAX400	\$207.00	\$4.58	\$211.58
MAX900	N/A	de minimis	de minimis
MAY190	N/A	de minimis	de minimis
MAY200	N/A	de minimis	de minimis
MAY300	\$1,567.17	\$13.72	\$1,580.89
MAY400	\$303.36	\$0.48	\$303.84
MAY700	\$7,658.72	\$6.30	\$7,665.02
MAY705	\$704.86	\$0.81	\$705.67
MAY750	de minimis	N/A	de minimis
MAY800	\$416.36	\$16.52	\$432.88
MCC450	\$92.66	\$6.37	\$99.03
MCC470	\$28.42	\$1.45	\$29.87
MCC600	\$7.64	N/A	\$7.64
MCC900	N/A	de minimis	de minimis
MCC905	\$107.35	\$5.80	\$113.15
MCD105	N/A	\$5.04	\$5.04
MCD110	N/A	\$5.04	\$5.04
MCD115	N/A	de minimis	de minimis
MCD120	N/A	de minimis	de minimis
MCD140	\$5,712.08	\$5.40	\$5,717.48
MCE700	\$152.20	\$10.86	\$163.06
MCE705	\$152.19	\$4.51	\$156.70
MCF120	\$10.34	N/A	\$10.34
MCF200	\$4.48	\$1.51	\$5.99
MCF300	de minimis	N/A	de minimis
MCG125	\$92.66	\$6.37	\$99.03
MCG130	\$40.05	\$5.96	\$46.01
MCG600	\$290.33	N/A	\$290.33
MCG650	\$456.95	\$0.26	\$457.21
MCG700	N/A	\$10.52	\$10.52
MCK500	N/A	de minimis	de minimis
MCK510	de minimis	N/A	de minimis
MCL115	de minimis	N/A	de minimis
MCM500	\$4.65	\$1.71	\$6.36
MCM570	\$59.06	\$2.47	\$61.53
MCM575	\$59.06	\$2.47	\$61.53
MCM800	N/A	\$2,686.82	\$2,686.82

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
MCN315	\$75.22	\$2.86	\$78.08
MCN320	N/A	de minimis	de minimis
MCN330	N/A	de minimis	de minimis
MCO100	\$259.47	\$109.96	\$369.43
MCP100	\$1,657.28	\$283.78	\$1,941.06
MCV300	\$67.96	\$0.77	\$68.73
MEA200	\$7.19	\$3.15	\$10.34
MEE050	de minimis	N/A	de minimis
MEE100	de minimis	N/A	de minimis
MEH400	\$57,981.20	\$3.48	\$57,984.68
MEH750	de minimis	N/A	de minimis
MEI250	\$926.71	\$25.08	\$951.79
MEL750	\$19.96	\$3.56	\$23.52
MEN500	\$9,739.36	\$25.32	\$9,764.68
MER300	N/A	de minimis	de minimis
MER450	N/A	\$20.45	\$20.45
MER470	\$57.77	N/A	\$57.77
MER500	N/A	de minimis	de minimis
MET250	\$199.76	\$5.61	\$205.37
MET675	\$51.58	\$2.37	\$53.95
MET990	\$748.78	\$28.49	\$777.27
MEY200	\$257.89	\$1.14	\$259.03
MEY210	\$72.99	\$3.87	\$76.86
MGW650	\$49.60	\$2.97	\$52.57
MGW655	N/A	de minimis	de minimis
MIC300	\$13.83	\$3.54	\$17.37
MID210	\$5.07	\$0.82	\$5.89
MID220	\$284.67	\$2.01	\$286.68
MID625	N/A	de minimis	de minimis
MID823	\$10,812.83	\$7.54	\$10,820.37
MID835	\$79.32	\$0.15	\$79.47
MID855	N/A	de minimis	de minimis
MID860	N/A	de minimis	de minimis
MID865	N/A	de minimis	de minimis
MID870	N/A	de minimis	de minimis
MID875	N/A	de minimis	de minimis
MID880	N/A	de minimis	de minimis
MID890	N/A	de minimis	de minimis
MIK115	N/A	de minimis	de minimis
MIL380	\$38.47	N/A	\$38.47
MIL415	N/A	de minimis	de minimis
MIL433	\$18.33	\$2.49	\$20.82
MIL440	\$0.10	\$19.78	\$19.88
MIL445	\$155.54	\$6.38	\$161.92
MIL450	N/A	de minimis	de minimis
MIL460	\$39.44	\$2.02	\$41.46
MIL465	\$8.61	N/A	\$8.61
MIL468	\$39.30	\$4.68	\$43.98
MIL720	N/A	de minimis	de minimis
MIL725	\$227.50	\$2.94	\$230.44
MIL730	N/A	de minimis	de minimis
MIN130	N/A	de minimis	de minimis
MIN195	\$7.29	N/A	\$7.29
MIR105	\$1,073.59	\$28.87	\$1,102.46
MIS815	\$91.34	\$6.54	\$97.88
MIS825	\$82.23	N/A	\$82.23
MIT200	\$594.11	\$0.05	\$594.16
MIT210	N/A	de minimis	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
MIX315	\$87.12	\$7.56	\$94.68
MJA100	\$303.35	\$0.51	\$303.86
MJA200	\$19.34	\$4.36	\$23.70
MOC415	\$5,098.60	\$14.14	\$5,112.74
MOC420	\$511.03	\$41.61	\$552.64
MOH130	N/A	\$1,219.22	\$1,219.22
MOL500	de minimis	N/A	de minimis
MOM300	\$20,795.38	\$2.84	\$20,798.22
MON850	\$298.39	\$0.21	\$298.60
MON880	\$64.86	\$3.53	\$68.39
MON895	\$170.42	\$2.01	\$172.43
MON900	\$1,185.82	\$0.39	\$1,186.21
MON915	N/A	\$5.06	\$5.06
MOO230	\$180.34	\$0.56	\$180.90
MOO240	\$115.41	N/A	\$115.41
MOO250	\$2,147.80	\$25.06	\$2,172.86
MOO725	de minimis	N/A	de minimis
MOO735	\$11.53	\$2.04	\$13.57
MOO742	de minimis	N/A	de minimis
MOO745	\$27.23	\$2.79	\$30.02
MOO750	\$5,173.84	\$14.54	\$5,188.38
MOO765	\$650.65	\$0.82	\$651.47
MOO780	\$5,173.84	\$14.54	\$5,188.38
MOR105	\$148.96	\$4.85	\$153.81
MOR245	de minimis	N/A	de minimis
MOR300	\$67.96	\$0.77	\$68.73
MOR305	\$67.96	\$0.77	\$68.73
MOR310	\$67.96	\$0.77	\$68.73
MOR312	\$883.59	\$0.55	\$884.14
MOR315	\$67.96	\$0.77	\$68.73
MOR320	\$67.90	\$0.79	\$68.69
MOR440	\$2,982.84	\$231.29	\$3,214.13
MOR715	N/A	\$11.28	\$11.28
MOR730	\$1,284.37	\$2.41	\$1,286.78
MOR740	N/A	de minimis	de minimis
MOR760	\$161.60	\$0.97	\$162.57
MOR805	\$57.98	\$7.85	\$65.83
MOR810	\$91.34	\$6.53	\$97.87
MOR815	\$111.71	\$7.03	\$118.74
MOR820	\$91.34	\$6.53	\$97.87
MOR825	\$111.71	\$7.03	\$118.74
MOR830	\$111.71	\$7.03	\$118.74
MOR835	\$101.21	\$6.70	\$107.91
MOR840	\$57.98	\$6.36	\$64.34
MOS200	\$8.40	\$2.49	\$10.89
MOU550	\$2.53	\$2.70	\$5.23
MSL500	N/A	\$87.10	\$87.10
MSW500	de minimis	N/A	de minimis
MTM535	\$2,733.32	\$1.23	\$2,734.55
MUE336	\$13,086.08	\$4.25	\$13,090.33
MUE338	\$13,086.08	\$4.25	\$13,090.33
MUE340	\$18.95	\$0.45	\$19.40
MUE341	\$13,066.59	\$1,222.99	\$14,289.58
MUE342	\$3,317.32	\$1.16	\$3,318.48
MUE343	\$9,768.74	\$3.11	\$9,771.85
MUL380	N/A	de minimis	de minimis
MUL500	\$14.87	\$8.00	\$22.87
MUN100	\$171.38	\$0.19	\$171.57

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
MUN210	\$210.79	\$4.49	\$215.28
MUN215	\$210.79	\$4.49	\$215.28
MUN220	\$164.91	\$4.82	\$169.73
MUN385	\$245.67	\$3.28	\$248.95
MUR265	\$4,515.01	\$421.70	\$4,936.71
MUR635	\$30.76	\$1.71	\$32.47
MUR650	\$12.53	\$0.39	\$12.92
MUR715	\$577.61	\$0.54	\$578.15
MUS255	\$233.14	\$2.03	\$235.17
MUS815	N/A	de minimis	de minimis
MUS875	N/A	\$9,796.31	\$9,796.31
MYE740	\$3.57	\$2.33	\$5.90
NAD225	N/A	\$6.62	\$6.62
NAD226	N/A	de minimis	de minimis
NAS400	\$86.71	N/A	\$86.71
NAS410	\$86.71	N/A	\$86.71
NAT225	N/A	\$16,229.82	\$16,229.82
NAT350	\$49.05	\$21.86	\$70.91
NAT780	N/A	de minimis	de minimis
NAU515	\$5.80	N/A	\$5.80
NAU725	N/A	de minimis	de minimis
NEE418	\$8,856.09	\$0.74	\$8,856.83
NEE419	\$8,856.09	\$0.74	\$8,856.83
NEE421	\$1,766.98	\$0.15	\$1,767.13
NEG615	N/A	de minimis	de minimis
NEL700	\$13.83	\$3.54	\$17.37
NEL765	N/A	de minimis	de minimis
NEL770	\$86.40	N/A	\$86.40
NEW050	\$665.91	\$14.33	\$680.24
NEW100	\$421.56	\$4.22	\$425.78
NEW745	\$433.52	\$1.73	\$435.25
NEW800	\$670.37	\$0.05	\$670.42
NIC400	\$32.89	\$3.75	\$36.64
NIS405	N/A	de minimis	de minimis
NIT150	\$57,981.20	\$3.67	\$57,984.87
NIT300	\$115,962.25	\$7.36	\$115,969.61
NIT350	\$115,962.25	\$7.36	\$115,969.61
NIX500	\$6.41	N/A	\$6.41
NIX535	N/A	de minimis	de minimis
NOB480	\$841.44	\$25.53	\$866.97
NOR100	\$181.89	\$2.02	\$183.91
NOR415	\$24.04	\$0.68	\$24.72
NOR735	N/A	de minimis	de minimis
NOR775	\$17.78	N/A	\$17.78
NOR780	\$17.78	N/A	\$17.78
NOR790	N/A	de minimis	de minimis
NOR792	de minimis	de minimis	de minimis
NOR795	\$922.11	\$2.33	\$924.44
NOR800	\$43.71	\$0.52	\$44.23
NOR850	N/A	de minimis	de minimis
NOT100	\$416.40	\$0.79	\$417.19
NOV100	de minimis	de minimis	de minimis
NOW335	\$777.64	\$2.17	\$779.81
NOW340	\$155.54	\$1.77	\$157.31
NOW345	\$155.53	\$1.79	\$157.32
NOW350	\$155.53	\$1.79	\$157.32
OAK245	\$109.16	\$1.29	\$110.45
OBI700	\$247.56	\$11.72	\$259.28

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
OBL135	\$396.90	\$0.88	\$397.78
OBL140	\$396.91	\$0.83	\$397.74
OCH600	\$52.89	\$0.94	\$53.83
OCO435	\$698.13	\$2.01	\$700.14
OGA460	\$19.18	\$2.32	\$21.50
OGI445	\$64.49	\$5.66	\$70.15
OGI450	\$20.85	N/A	\$20.85
OHA100	\$407.75	N/A	\$407.75
OKA677	N/A	de minimis	de minimis
OKL127	\$2,226.77	\$964.85	\$3,191.62
OKL130	N/A	\$17.13	\$17.13
OKL135	\$35.40	N/A	\$35.40
OKL140	\$1,820.17	\$280.70	\$2,100.87
OKL500	\$92.85	\$0.21	\$93.06
OLE600	\$8,355.89	\$3.01	\$8,358.90
OLI815	\$2,099.59	\$186.02	\$2,285.61
OLS600	\$13.83	\$3.54	\$17.37
OLS655	N/A	\$7.42	\$7.42
OLS660	N/A	de minimis	de minimis
OLY565	N/A	de minimis	de minimis
OPP225	\$444.34	\$0.96	\$445.30
OPP230	\$406.43	\$0.87	\$407.30
OPP232	\$57.71	N/A	\$57.71
OPP235	\$286.76	\$1.38	\$288.14
OPP240	\$305.13	\$1.97	\$307.10
OPP245	\$444.34	\$0.96	\$445.30
ORC100	\$55,242.17	\$11.79	\$55,253.96
OSH315	\$184.01	\$2.09	\$186.10
OST210	N/A	de minimis	de minimis
OSW100	\$356.81	\$10.73	\$367.54
OTT135	\$7.98	\$2.81	\$10.79
OUT100	\$9,723.31	\$9.31	\$9,732.62
OVE715	\$2,198.51	\$2.62	\$2,201.13
OVE750	N/A	de minimis	de minimis
OWE500	\$17.28	\$4.03	\$21.31
OWE565	de minimis	N/A	de minimis
OWE580	\$275.52	\$4.48	\$280.00
PAG050	de minimis	N/A	de minimis
PAG100	\$408.98	\$0.33	\$409.31
PAI200	\$211.75	\$22.68	\$234.43
PAL120	N/A	\$8.74	\$8.74
PAL125	N/A	\$8.26	\$8.26
PAL130	N/A	\$919.03	\$919.03
PAL415	\$58.28	\$3.58	\$61.86
PAL420	\$58.28	\$3.58	\$61.86
PAL425	\$74.15	\$4.26	\$78.41
PAL430	\$58.28	\$3.58	\$61.86
PAL440	\$71.23	\$5.42	\$76.65
PAL455	\$58.28	\$3.58	\$61.86
PAL460	\$291.35	\$4.70	\$296.05
PAL470	\$74.15	\$4.26	\$78.41
PAL510	\$860.48	\$525.14	\$1,385.62
PAL515	N/A	de minimis	de minimis
PAP050	\$208.34	\$0.23	\$208.57
PAR300	\$9.84	N/A	\$9.84
PAR320	\$59.98	N/A	\$59.98
PAR685	N/A	de minimis	de minimis
PAS500	\$3,737.15	\$0.28	\$3,737.43



## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
PAT275	N/A	de minimis	de minimis
PAT500	\$56.85	\$11.62	\$68.47
PAY440	\$47.36	\$0.08	\$47.44
PAY445	\$10,231.02	\$343.15	\$10,574.17
PAY450	\$960.62	\$39.50	\$1,000.12
PAY455	\$1,049.24	\$39.52	\$1,088.76
PAY465	\$1,797.05	\$69.43	\$1,866.48
PAY470	\$1,497.55	\$57.61	\$1,555.16
PAY475	\$10,231.01	\$344.69	\$10,575.70
PAY480	\$8,985.31	\$343.06	\$9,328.37
PAY482	\$36.49	\$0.00	\$36.49
PAY485	\$1,394.50	\$55.09	\$1,449.59
PBR535	N/A	de minimis	de minimis
PDI345	N/A	\$435.03	\$435.03
PEB500	de minimis	N/A	de minimis
PEC600	N/A	de minimis	de minimis
PEC650	\$119.89	\$8.65	\$128.54
PEC675	\$70.27	\$3.93	\$74.20
PEC680	\$7.59	\$1.64	\$9.23
PEC685	\$80.37	\$5.65	\$86.02
PEC690	\$70.27	\$3.93	\$74.20
PEN220	N/A	de minimis	de minimis
PEN600	\$74.38	N/A	\$74.38
PEN725	\$7.70	\$3.50	\$11.20
PEN780	\$808.57	\$40.53	\$849.10
PEN800	\$61,449.66	\$3.69	\$61,453.35
PER100	\$7,234.22	\$4.23	\$7,238.45
PER340	\$945.85	\$10.50	\$956.35
PER345	\$1,491.42	\$337.92	\$1,829.34
PET255	N/A	\$11.32	\$11.32
PET265	\$112.77	\$1.87	\$114.64
PET670	N/A	de minimis	de minimis
PET677	N/A	\$6.17	\$6.17
PET680	N/A	de minimis	de minimis
PET750	N/A	de minimis	de minimis
PET775	N/A	de minimis	de minimis
PET800	\$693.63	\$2.22	\$695.85
PET805	\$4,852.66	\$1.60	\$4,854.26
PET810	\$1,617.52	\$0.56	\$1,618.08
PET815	\$693.63	\$2.22	\$695.85
PET825	\$3,235.11	\$1.07	\$3,236.18
PET827	\$107.34	\$5.80	\$113.14
PET830	\$3,235.11	\$1.07	\$3,236.18
PET840	\$693.68	\$2.22	\$695.90
PET850	\$109.66	\$8.84	\$118.50
PET855	\$693.64	\$34.96	\$728.60
PHE400	\$9,149.54	\$49.43	\$9,198.97
PHI475	de minimis	N/A	de minimis
PHI477	\$120.61	\$11.61	\$132.22
PHI485	\$1,491.42	\$49.41	\$1,540.83
PHI500	\$7,835.20	\$2.59	\$7,837.79
PHR200	N/A	de minimis	de minimis
PHY725	N/A	de minimis	de minimis
PIC325	N/A	\$5.04	\$5.04
PIE665	\$34.55	\$3.75	\$38.30
PIE670	de minimis	de minimis	de minimis
PIE675	de minimis	N/A	de minimis
PIL200	\$20.50	\$4.61	\$25.11

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
PIN315	N/A	de minimis	de minimis
PLU100	\$5,833.98	\$5.58	\$5,839.56
PLU105	\$5,833.98	\$5.58	\$5,839.56
PLU110	\$5,833.98	\$5.58	\$5,839.56
PLU115	\$29,169.92	\$27.94	\$29,197.86
PLU120	\$29,169.92	\$27.94	\$29,197.86
PLU125	\$6,038.33	\$7.05	\$6,045.38
PLU300	de minimis	N/A	de minimis
PNT100	N/A	de minimis	de minimis
POE725	\$27.33	\$1.01	\$28.34
POG100	N/A	de minimis	de minimis
POL135	N/A	de minimis	de minimis
POL500	\$18,815.66	\$2.73	\$18,818.39
POL550	\$8,508.73	\$0.66	\$8,509.39
POL590	\$8,508.73	\$0.66	\$8,509.39
POL600	\$3,106.82	\$0.45	\$3,107.27
PON825	\$341.37	\$6.80	\$348.17
POP280	\$670.81	\$1.55	\$672.36
POP290	\$670.80	\$0.29	\$671.09
POP300	\$3.48	\$2.96	\$6.44
POR775	N/A	\$18.84	\$18.84
POT815	\$255.71	\$13.48	\$269.19
PRE430	\$975.97	\$0.34	\$976.31
PRE801	N/A	de minimis	de minimis
PRI200	\$616.58	\$25.99	\$642.57
PRI205	de minimis	N/A	de minimis
PRI585	\$4,184.05	\$25.13	\$4,209.18
PRI586	\$427.57	\$5.79	\$433.36
PRI588	\$9.81	\$9.30	\$19.11
PRI790	\$4.17	\$1.30	\$5.47
PRO100	\$1,657.13	\$12.90	\$1,670.03
PRO675	\$18.78	\$0.72	\$19.50
PRO680	\$43.24	\$0.96	\$44.20
PRO685	\$1,688.94	\$6.07	\$1,695.01
PRO780	N/A	de minimis	de minimis
PRO790	\$435.47	\$3.76	\$439.23
PRO795	\$627.76	\$5.42	\$633.18
PRU195	N/A	de minimis	de minimis
PRU235	N/A	\$100.14	\$100.14
PUL400	\$9,385.13	\$1.36	\$9,386.49
PUR950	\$3,622.75	\$2.23	\$3,624.98
QUA975	de minimis	N/A	de minimis
QUA977	de minimis	N/A	de minimis
QUA980	\$8.61	\$2.63	\$11.24
QUI240	\$9,385.13	\$36.17	\$9,421.30
RAB275	N/A	de minimis	de minimis
RAI375	N/A	de minimis	de minimis
RAI500	N/A	\$14.06	\$14.06
RAI600	N/A	de minimis	de minimis
RAN707	N/A	de minimis	de minimis
RAN755	N/A	de minimis	de minimis
RAN780	\$3,061.90	\$1.12	\$3,063.02
RAP225	\$12.95	\$2.52	\$15.47
RAV230	N/A	de minimis	de minimis
RAV500	de minimis	de minimis	de minimis
RAY200	\$616.58	\$0.49	\$617.07
RAY445	N/A	de minimis	de minimis
RBR250	de minimis	N/A	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
REA145	\$29.77	\$0.10	\$29.87
REA450	N/A	\$7.65	\$7.65
REC100	\$43.89	\$3.88	\$47.77
REC105	\$403.84	\$3.36	\$407.20
REC110	\$106.57	\$0.28	\$106.85
REC115	\$106.51	\$0.27	\$106.78
RED315	N/A	de minimis	de minimis
RED316	\$252.16	\$8.54	\$260.70
RED317	\$2,491.43	\$0.18	\$2,491.61
RED345	\$906.17	\$9.07	\$915.24
RED375	\$43.71	\$0.52	\$44.23
RED450	\$9.10	\$0.68	\$9.78
REE250	\$1,072.73	\$9.19	\$1,081.92
REE270	\$71.54	\$6.11	\$77.65
REE275	\$365.28	\$6.72	\$372.00
REE280	\$226.37	\$2.61	\$228.98
REE285	\$122.50	\$4.25	\$126.75
REE720	\$27.41	\$3.34	\$30.75
REE730	\$81.34	\$4.16	\$85.50
REE735	\$81.34	\$4.16	\$85.50
REE737	de minimis	de minimis	de minimis
REE740	\$162.63	\$4.66	\$167.29
REI150	N/A	de minimis	de minimis
REI175	de minimis	de minimis	de minimis
REI200	N/A	de minimis	de minimis
REI205	N/A	\$5.42	\$5.42
REI465	\$553.64	\$0.53	\$554.17
REI466	\$541.59	\$0.09	\$541.68
REI470	\$121.68	\$3.95	\$125.63
REI475	\$121.68	\$4.17	\$125.85
REI480	\$730.14	\$0.69	\$730.83
REI485	\$121.68	\$3.95	\$125.63
REL200	\$29.16	\$18.21	\$47.37
REN620	\$72.99	\$3.87	\$76.86
REN650	de minimis	N/A	de minimis
REP875	N/A	de minimis	de minimis
RES675	\$1,334.87	\$7.59	\$1,342.46
RES676	\$2,758.09	\$0.04	\$2,758.13
RES750	\$33.95	\$7.03	\$40.98
RET200	de minimis	N/A	de minimis
REY535	N/A	\$5.20	\$5.20
REZ540	\$48.57	\$4.41	\$52.98
RHO215	\$1,346.34	\$2.22	\$1,348.56
RIC050	de minimis	N/A	de minimis
RIC230	\$231.70	\$9.63	\$241.33
RIC235	\$124.60	\$3.42	\$128.02
RIC240	\$165.01	\$2.12	\$167.13
RIC245	\$170.42	\$2.15	\$172.57
RIC425	\$1,388.07	\$0.49	\$1,388.56
RIC515	\$7,658.72	\$6.30	\$7,665.02
RIC530	\$2,982.84	\$98.83	\$3,081.67
RID275	\$118.39	\$4.00	\$122.39
RID280	\$118.39	\$4.00	\$122.39
RID293	\$200.15	\$18.05	\$218.20
RID295	\$97.81	\$9.69	\$107.50
RID298	\$334.70	\$29.83	\$364.53
RID299	\$13,269.09	\$1,182.57	\$14,451.66
RID300	\$28.86	\$1.32	\$30.18

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
RID375	N/A	\$7.00	\$7.00
RIE400	de minimis	de minimis	de minimis
RIL280	\$67.76	\$5.88	\$73.64
RIP500	\$621.16	\$47.38	\$668.54
RIV350	\$4.46	\$0.83	\$5.29
RIZ100	\$635.25	\$0.50	\$635.75
RJC100	\$312.69	\$42.93	\$355.62
RKW185	de minimis	N/A	de minimis
RLT100	\$140.99	\$6.68	\$147.67
RMS450	N/A	de minimis	de minimis
ROB150	N/A	de minimis	de minimis
ROB220	\$1,284.37	\$4.29	\$1,288.66
ROB225	\$1,284.36	\$2.41	\$1,286.77
ROB230	\$1,284.37	\$2.60	\$1,286.97
ROC510	\$8.07	\$2.07	\$10.14
ROD535	N/A	\$15.21	\$15.21
ROD540	N/A	\$7.64	\$7.64
ROF375	\$1,771.48	\$148.93	\$1,920.41
ROG275	\$39.74	\$21.26	\$61.00
ROG290	\$3,495.69	\$3.42	\$3,499.11
ROG292	\$47.99	N/A	\$47.99
ROG293	\$54.59	\$1.13	\$55.72
ROG294	\$54.58	\$1.26	\$55.84
ROG297	\$665.91	\$14.33	\$680.24
ROG300	\$357.58	\$3.03	\$360.61
ROG615	N/A	de minimis	de minimis
ROG785	N/A	de minimis	de minimis
ROH800	\$9.76	\$9.30	\$19.06
ROH825	\$9.81	\$9.30	\$19.11
ROH850	\$9.69	N/A	\$9.69
ROH885	\$114.16	\$2.66	\$116.82
ROS270	de minimis	N/A	de minimis
ROS275	de minimis	N/A	de minimis
ROT375	\$76.72	\$3.84	\$80.56
ROT380	\$17,968.76	\$87.00	\$18,055.76
ROT385	\$451.23	\$5.74	\$456.97
ROT390	\$17,968.77	\$6.96	\$17,975.73
ROT395	\$6,461.47	\$5.27	\$6,466.74
ROU200	\$48.30	\$7.04	\$55.34
ROU205	\$48.30	N/A	\$48.30
ROU210	\$48.30	N/A	\$48.30
ROU215	\$48.30	\$9.00	\$57.30
ROY050	\$238.02	\$0.28	\$238.30
ROY105	\$4,747.48	\$10.29	\$4,757.77
RPM100	\$1,181.49	\$0.73	\$1,182.22
RRB465	\$14.01	\$1.74	\$15.75
RUD750	de minimis	N/A	de minimis
RUD955	\$76.13	\$4.06	\$80.19
RUF270	\$96.69	\$4.51	\$101.20
RUH415	\$6.61	\$1.98	\$8.59
RUK225	\$310.79	\$4.17	\$314.96
RUK230	\$1,864.87	\$2.84	\$1,867.71
RUK240	\$310.79	\$3.95	\$314.74
RUN175	\$232.31	\$1.29	\$233.60
RUN185	\$386.79	\$0.53	\$387.32
RUN190	\$71.14	\$0.08	\$71.22
RUN195	\$257.89	\$1.29	\$259.18
RUN205	\$181.83	\$3.35	\$185.18

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
RUN210	\$36.65	N/A	\$36.65
RUN220	\$451.23	\$6.55	\$457.78
RUN245	\$25.59	N/A	\$25.59
RUN250	\$257.89	\$1.14	\$259.03
RUN255	\$128.94	\$3.73	\$132.67
RUN555	\$8.02	\$0.75	\$8.77
RUN800	\$10.37	\$2.62	\$12.99
RUS500	\$14.87	\$8.00	\$22.87
RWV745	\$7.97	\$2.73	\$10.70
RYE135	\$19.18	\$2.32	\$21.50
RYL100	\$891.93	\$0.01	\$891.94
SAB510	\$209.57	\$4.11	\$213.68
SAB610	N/A	de minimis	de minimis
SAF365	\$134.60	\$5.98	\$140.58
SAM890	\$310.79	\$4.17	\$314.96
SAN245	\$414.77	\$2.72	\$417.49
SAN250	\$5.80	N/A	\$5.80
SAN255	\$5.80	N/A	\$5.80
SAN260	\$5.80	N/A	\$5.80
SAN415	\$76.79	\$3.55	\$80.34
SAN420	N/A	\$39.62	\$39.62
SAT400	\$1,791.68	\$3.07	\$1,794.75
SAU445	\$67.94	\$3.69	\$71.63
SAW900	\$2,578.39	\$2,819.02	\$5,397.41
SAX275	\$16,084.91	\$10.46	\$16,095.37
SAX300	\$3,126.13	\$206.70	\$3,332.83
SAY375	\$32.79	\$2.31	\$35.10
SCA555	de minimis	de minimis	de minimis
SCA560	de minimis	de minimis	de minimis
SCG120	de minimis	de minimis	de minimis
SCH100	\$10.11	\$1.73	\$11.84
SCH105	\$5.13	\$0.82	\$5.95
SCH115	\$722.03	\$0.24	\$722.27
SCH120	\$722.03	\$0.24	\$722.27
SCH125	\$722.03	\$22.85	\$744.88
SCH135	\$722.03	\$0.24	\$722.27
SCH150	\$1,797.05	\$69.43	\$1,866.48
SCH155	\$308.88	\$4.55	\$313.43
SCH160	\$237.74	\$5.66	\$243.40
SCH165	\$1,204.89	\$15.67	\$1,220.56
SCH170	\$1,204.89	\$3.17	\$1,208.06
SCH175	\$1,037.44	\$0.52	\$1,037.96
SCH180	\$967.16	\$0.47	\$967.63
SCH200	N/A	de minimis	de minimis
SCH210	\$491.99	\$4.46	\$496.45
SCH230	\$1,853.55	\$49.78	\$1,903.33
SCH305	\$3,082.59	N/A	\$3,082.59
SCH350	\$39.74	\$21.28	\$61.02
SCH425	N/A	de minimis	de minimis
SCH435	\$207.30	\$10.65	\$217.95
SCH450	\$15,362.44	\$1,053.16	\$16,415.60
SCH455	\$15,362.41	\$1,053.16	\$16,415.57
SCH460	\$29.13	\$0.35	\$29.48
SCH490	de minimis	N/A	de minimis
SCH620	\$275.52	\$4.48	\$280.00
SCH630	\$5,487.77	\$44.41	\$5,532.18
SCH640	\$1,082.71	\$11.69	\$1,094.40
SCH725	\$52.36	\$0.93	\$53.29

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
SCH800	\$59.90	\$6.40	\$66.30
SCH845	\$348.29	\$1.83	\$350.12
SCH870	\$552.24	\$4.77	\$557.01
SCH880	\$724.24	\$3.05	\$727.29
SCH885	\$23.09	N/A	\$23.09
SCH890	\$165.25	\$4.68	\$169.93
SCH895	\$724.25	\$3.04	\$727.29
SCH900	de minimis	N/A	de minimis
SCH905	\$732.98	\$3.11	\$736.09
SCH910	\$23.10	\$2.46	\$25.56
SCI400	de minimis	N/A	de minimis
SCO500	\$8.40	\$2.49	\$10.89
SCO798	\$153.73	\$67.23	\$220.96
SCO805	\$2,259.18	\$24.14	\$2,283.32
SCO810	\$1,840.79	\$0.86	\$1,841.65
SCO815	\$7.02	\$2.18	\$9.20
SCO900	\$4,599.35	\$12.39	\$4,611.74
SCR315	\$13.54	\$0.64	\$14.18
SDK500	de minimis	N/A	de minimis
SEA025	\$165.71	\$2.08	\$167.79
SEA080	N/A	de minimis	de minimis
SEA100	de minimis	N/A	de minimis
SED300	N/A	de minimis	de minimis
SEK095	\$414.72	\$1.68	\$416.40
SEL725	de minimis	de minimis	de minimis
SEN500	\$146.18	\$40.44	\$186.62
SES720	\$67.60	\$0.34	\$67.94
SES725	\$90.64	\$0.34	\$90.98
SEV215	\$511.32	\$24.77	\$536.09
SHA100	\$367.33	\$1.88	\$369.21
SHA200	\$1,174.50	\$12.07	\$1,186.57
SHA205	N/A	\$703.35	\$703.35
SHA300	N/A	\$69.76	\$69.76
SHA590	\$101.34	\$3.46	\$104.80
SHA600	N/A	\$8.91	\$8.91
SHA650	\$57.40	\$1.39	\$58.79
SHA800	\$33.75	\$2.86	\$36.61
SHA805	\$14.82	\$2.25	\$17.07
SHE325	\$2.72	\$2.52	\$5.24
SHE540	\$164.91	\$4.82	\$169.73
SHE555	\$5,036.21	\$772.07	\$5,808.28
SHE750	de minimis	N/A	de minimis
SHI390	\$17.27	\$2.95	\$20.22
SHI400	de minimis	N/A	de minimis
SHI635	\$666.17	\$25.50	\$691.67
SHO575	\$348.18	\$17.88	\$366.06
SHR300	\$49.20	\$0.01	\$49.21
SHU275	\$412.68	\$13.43	\$426.11
SHU290	\$394.94	\$2.62	\$397.56
SHY150	N/A	\$71.97	\$71.97
SIA715	N/A	de minimis	de minimis
SIA718	N/A	\$7.05	\$7.05
SIC400	de minimis	N/A	de minimis
SIE385	N/A	\$7.80	\$7.80
SIE390	N/A	de minimis	de minimis
SIE395	\$325.34	N/A	\$325.34
SIM580	\$5.52	N/A	\$5.52
SIN415	N/A	de minimis	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
SIS475	\$2.72	\$2.52	\$5.24
SIT785	\$2,099.60	\$176.51	\$2,276.11
SIT800	\$286.59	\$2.45	\$289.04
SIT805	\$286.59	\$2.45	\$289.04
SIX600	\$2.76	\$2.76	\$5.52
SIX725	\$77.78	\$5.09	\$82.87
SKC200	\$33.33	\$20.51	\$53.84
SLA835	\$63.71	\$3.46	\$67.17
SLJ400	de minimis	N/A	de minimis
SMI200	de minimis	N/A	de minimis
SMI405	\$8,011.20	\$6.51	\$8,017.71
SMI416	\$7,835.20	\$2.59	\$7,837.79
SMI418	N/A	\$6.27	\$6.27
SMI420	\$183.71	\$4.57	\$188.28
SMI435	\$915.11	\$0.21	\$915.32
SMI450	N/A	de minimis	de minimis
SML100	\$58.51	\$10.36	\$68.87
SMY100	de minimis	de minimis	de minimis
SMY300	\$8.40	\$2.49	\$10.89
SNY100	\$122.99	\$1.65	\$124.64
SNY200	\$620.71	\$0.09	\$620.80
SNY250	\$620.69	N/A	\$620.69
SNY300	de minimis	N/A	de minimis
SOC315	\$103.54	\$2.95	\$106.49
SOF500	de minimis	de minimis	de minimis
SOH150	\$39.74	\$21.12	\$60.86
SOH300	\$13.83	\$3.54	\$17.37
SOM400	de minimis	N/A	de minimis
SOM500	de minimis	N/A	de minimis
SOO475	\$349.07	\$1.60	\$350.67
SOO480	\$1,148.15	\$200.32	\$1,348.47
SOP240	N/A	de minimis	de minimis
SOT615	de minimis	de minimis	de minimis
SOU100	\$5,833.98	\$5.58	\$5,839.56
SOU700	de minimis	N/A	de minimis
SOU745	N/A	de minimis	de minimis
SOU765	\$2,488.48	\$3.40	\$2,491.88
SOW085	\$165.33	\$13.64	\$178.97
SPA225	\$162.28	\$1.90	\$164.18
SPA640	\$141.64	\$13.96	\$155.60
SPA870	\$340.64	\$12.49	\$353.13
SPE055	\$85.99	N/A	\$85.99
SPE125	de minimis	de minimis	de minimis
SPE250	\$40.48	N/A	\$40.48
SPE315	\$38.88	\$3.80	\$42.68
SPE330	\$4.72	\$1.55	\$6.27
SPE335	\$118.39	\$4.00	\$122.39
SPE340	N/A	de minimis	de minimis
SPE345	\$80.37	\$3.72	\$84.09
SPI520	\$60.80	N/A	\$60.80
SPR125	\$262.17	\$3.72	\$265.89
SPR330	\$291.03	\$45.41	\$336.44
SPR335	\$112.77	\$2.41	\$115.18
SPU740	\$3,762.61	\$0.31	\$3,762.92
STA100	\$8.57	\$1.76	\$10.33
STA150	N/A	de minimis	de minimis
STA175	\$222.47	\$0.43	\$222.90
STA200	N/A	de minimis	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
STA345	\$144.94	\$3.08	\$148.02
STA350	\$10,209.74	\$0.89	\$10,210.63
STA360	\$1,179.83	\$18.06	\$1,197.89
STA365	N/A	de minimis	de minimis
STA368	\$19.71	N/A	\$19.71
STA370	\$428.43	\$19.04	\$447.47
STA380	\$8.61	N/A	\$8.61
STA400	\$228.32	\$9.49	\$237.81
STA425	N/A	de minimis	de minimis
STA450	\$863.89	\$75.49	\$939.38
STA455	\$863.91	\$0.83	\$864.74
STA460	\$6,047.42	\$5.85	\$6,053.27
STA465	\$863.91	\$0.83	\$864.74
STA470	\$431.99	\$0.70	\$432.69
STA475	\$863.91	\$0.83	\$864.74
STA480	\$432.05	\$0.70	\$432.75
STA500	\$63.30	\$3.78	\$67.08
STA520	de minimis	N/A	de minimis
STE080	\$5.80	\$0.93	\$6.73
STE085	\$5.42	\$0.92	\$6.34
STE090	\$91.31	\$2.98	\$94.29
STE095	\$7.62	\$2.72	\$10.34
STE100	\$8.49	\$0.40	\$8.89
STE101	\$14.36	\$2.55	\$16.91
STE117	N/A	\$57.31	\$57.31
STE180	\$670.36	N/A	\$670.36
STE185	\$11.13	\$1.49	\$12.62
STE195	\$147.15	\$2.20	\$149.35
STE205	\$751.96	\$6.51	\$758.47
STE210	\$147.16	\$4.68	\$151.84
STE215	\$1,046.24	\$9.07	\$1,055.31
STE400	\$153.50	N/A	\$153.50
STE475	N/A	de minimis	de minimis
STE580	\$913.33	\$4.43	\$917.76
STE645	\$19.85	N/A	\$19.85
STE655	\$19.85	N/A	\$19.85
STE660	\$19.85	N/A	\$19.85
STE668	\$467.42	N/A	\$467.42
STE670	\$126.98	N/A	\$126.98
STE675	\$28.42	\$1.29	\$29.71
STE680	\$28.42	N/A	\$28.42
STE765	de minimis	de minimis	de minimis
STE770	\$90.42	N/A	\$90.42
STE800	\$8.40	\$2.49	\$10.89
STO205	de minimis	N/A	de minimis
STO250	\$84.56	\$14.40	\$98.96
STO325	\$9.62	\$2.06	\$11.68
STO400	\$76.96	N/A	\$76.96
STO515	N/A	de minimis	de minimis
STR035	\$182.67	\$0.31	\$182.98
STR040	\$1,513.17	\$68.47	\$1,581.64
STR050	\$49.19	N/A	\$49.19
STR135	\$456.95	\$0.26	\$457.21
STR465	\$244.31	\$1.58	\$245.89
STR466	\$26,049.92	\$8.26	\$26,058.18
STR467	\$26,049.92	\$8.26	\$26,058.18
STR480	\$2,314.67	\$4.77	\$2,319.44
STR490	\$76.79	\$4.21	\$81.00



## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
STR495	\$307.08	\$3.28	\$310.36
STR500	\$614.13	\$3.71	\$617.84
STR505	\$184.39	\$7.28	\$191.67
STR510	\$30.68	\$1.56	\$32.24
STR515	\$30.68	\$1.56	\$32.24
STU835	\$49.13	\$5.38	\$54.51
SUR300	N/A	de minimis	de minimis
SVE600	N/A	de minimis	de minimis
SWA750	de minimis	N/A	de minimis
SWE065	\$21.19	\$0.81	\$22.00
SWE145	\$40.57	\$3.65	\$44.22
SWI800	de minimis	N/A	de minimis
SYK300	\$338.50	\$0.36	\$338.86
TAL240	\$2,733.32	\$1.17	\$2,734.49
TAN135	\$8.71	\$1.62	\$10.33
TAR615	\$255.76	\$6.37	\$262.13
TAY250	de minimis	N/A	de minimis
TAY300	de minimis	N/A	de minimis
TAY345	\$313.89	\$3.57	\$317.46
TAY347	\$176.04	\$0.04	\$176.08
TAY348	\$39.30	N/A	\$39.30
TAY350	\$3,933.25	\$43.21	\$3,976.46
TAY355	\$622.11	\$1.94	\$624.05
TAY360	\$152.22	\$0.24	\$152.46
TCP600	\$1,181.49	\$0.73	\$1,182.22
TEA230	\$616.83	\$0.58	\$617.41
TEA240	\$168.54	\$2.28	\$170.82
TEA245	\$122.99	\$1.65	\$124.64
TEA250	\$122.99	\$1.65	\$124.64
TEA255	\$122.99	\$1.65	\$124.64
TEA260	\$122.99	\$1.65	\$124.64
TEC315	\$925.28	\$0.62	\$925.90
TEC320	\$1,269.84	\$0.73	\$1,270.57
TEC325	\$29.83	\$3.06	\$32.89
TEC350	\$172.27	\$1.80	\$174.07
TEC400	\$172.28	\$1.80	\$174.08
TEE080	\$8,310.70	\$0.64	\$8,311.34
TEE100	\$33,276.71	\$12.13	\$33,288.84
TEM400	\$834.63	\$0.12	\$834.75
TEM515	\$13.34	\$3.04	\$16.38
TEP115	N/A	\$82.24	\$82.24
TEP117	N/A	\$113.57	\$113.57
TEP345	\$4,644.12	\$1.91	\$4,646.03
TER095	\$92.49	\$13.64	\$106.13
TET100	\$2,878.31	\$0.95	\$2,879.26
TET550	\$21,816.36	\$456.60	\$22,272.96
THA415	N/A	de minimis	de minimis
THA475	de minimis	N/A	de minimis
THA500	\$9.82	\$9.34	\$19.16
THE320	\$1,674.94	\$10.20	\$1,685.14
THO100	\$8.57	\$1.76	\$10.33
THO500	N/A	de minimis	de minimis
THO530	\$404.46	\$90.88	\$495.34
THO535	\$735.56	\$16.19	\$751.75
THO538	\$714.05	\$0.85	\$714.90
THO540	\$76.10	\$4.72	\$80.82
THO550	de minimis	N/A	de minimis
THO555	\$26.27	\$1.42	\$27.69

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
THO565	\$63.30	\$3.78	\$67.08
THO570	\$129.75	\$4.17	\$133.92
THO573	N/A	de minimis	de minimis
THO575	\$1,566.10	\$11.27	\$1,577.37
THO580	N/A	de minimis	de minimis
THU500	\$805.71	\$6.76	\$812.47
THU655	\$463.29	\$15.68	\$478.97
TIE195	N/A	de minimis	de minimis
TIE215	N/A	\$38.12	\$38.12
TIM230	\$12,354.71	\$7.57	\$12,362.28
TIM575	\$45.69	\$0.73	\$46.42
TKG600	\$11.14	\$7.36	\$18.50
TLW350	N/A	de minimis	de minimis
TOD212	\$3,465.27	\$695.90	\$4,161.17
TOW300	\$261.46	N/A	\$261.46
TOW500	de minimis	N/A	de minimis
TRE455	\$26.00	\$3.15	\$29.15
TRE600	de minimis	N/A	de minimis
TRE955	N/A	de minimis	de minimis
TRE960	\$206.51	\$6.34	\$212.85
TRG200	\$8.40	\$2.49	\$10.89
TRIO50	\$442.80	\$0.38	\$443.18
TRIO75	\$450.93	\$1.17	\$452.10
TRI100	N/A	de minimis	de minimis
TRI150	de minimis	N/A	de minimis
TRI165	N/A	de minimis	de minimis
TRI167	\$116.29	N/A	\$116.29
TRI170	N/A	de minimis	de minimis
TRI200	\$181.82	\$3.84	\$185.66
TRI580	N/A	de minimis	de minimis
TRI765	N/A	\$24.48	\$24.48
TRO395	N/A	de minimis	de minimis
TRU100	\$8.57	\$1.76	\$10.33
TRU500	de minimis	N/A	de minimis
TUC375	\$38.06	\$0.36	\$38.42
TUG285	N/A	de minimis	de minimis
TUL715	\$69.58	\$4.33	\$73.91
TUR585	\$602.40	\$2.62	\$605.02
TYL210	\$76.10	\$3.90	\$80.00
UHL325	\$26.41	\$3.19	\$29.60
UHL330	\$26.00	\$3.15	\$29.15
ULA480	\$257.89	\$2.45	\$260.34
UND420	\$84.06	N/A	\$84.06
UNI800	N/A	de minimis	de minimis
UNI835	\$636.52	\$1.96	\$638.48
UNI840	de minimis	N/A	de minimis
UNR815	\$3,012.71	\$97.24	\$3,109.95
URS200	\$27.85	\$0.91	\$28.76
VAL220	\$35.87	\$4.24	\$40.11
VAN370	\$108.37	\$47.83	\$156.20
VAN375	\$29.17	\$4.12	\$33.29
VAN450	N/A	de minimis	de minimis
VAN475	\$51.58	\$4.53	\$56.11
VAN645	\$8.33	\$4.76	\$13.09
VAR150	\$76.10	N/A	\$76.10
VAR200	\$238.01	\$126.16	\$364.17
VAS645	N/A	\$9.37	\$9.37
VAU435	\$38.90	\$2.18	\$41.08

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
VEL170	N/A	de minimis	de minimis
VER355	\$4.17	\$1.30	\$5.47
VES755	N/A	de minimis	de minimis
VIC435	\$7.98	N/A	\$7.98
VIC440	\$7.98	\$2.81	\$10.79
VIC445	\$50.85	\$3.69	\$54.54
VIE500	\$252.79	\$0.05	\$252.84
VIE600	\$758.39	\$69.56	\$827.95
VIE750	\$76,153.29	\$43.98	\$76,197.27
VIN300	\$6.90	\$1.79	\$8.69
VOG820	\$4.33	\$1.96	\$6.29
VOT150	\$4,760.25	\$4,495.56	\$9,255.81
VPS710	N/A	\$296.07	\$296.07
VPS750	N/A	de minimis	de minimis
VRO615	N/A	de minimis	de minimis
WAC275	N/A	de minimis	de minimis
WAG500	\$622.90	\$48.71	\$671.61
WAG550	\$339.63	N/A	\$339.63
WAG582	N/A	de minimis	de minimis
WAG583	N/A	\$7.07	\$7.07
WAG590	\$38.06	\$0.34	\$38.40
WAI720	\$47.18	\$3.01	\$50.19
WAI725	\$47.18	\$3.01	\$50.19
WAI730	\$29.13	\$0.35	\$29.48
WAL380	\$1,421.30	\$19.84	\$1,441.14
WAL425	\$59.98	N/A	\$59.98
WAL430	\$59.98	\$1.31	\$61.29
WAL475	\$320.32	\$3.38	\$323.70
WAL480	N/A	\$530.41	\$530.41
WAL485	N/A	de minimis	de minimis
WAL490	N/A	\$37.78	\$37.78
WAL493	\$277.78	N/A	\$277.78
WAL495	N/A	de minimis	de minimis
WAL500	N/A	de minimis	de minimis
WAL505	N/A	de minimis	de minimis
WAL510	N/A	\$5.59	\$5.59
WAL550	\$26.94	\$3.86	\$30.80
WAL555	\$8.58	\$1.86	\$10.44
WAL590	\$1,804.67	\$0.59	\$1,805.26
WAL600	\$119.00	\$0.13	\$119.13
WAN500	de minimis	N/A	de minimis
WAP500	de minimis	N/A	de minimis
WAR190	\$96.48	\$0.96	\$97.44
WAR200	\$242.00	\$26.75	\$268.75
WAR232	\$115.13	N/A	\$115.13
WAR300	\$30.68	\$1.65	\$32.33
WAR400	\$463.05	\$20.92	\$483.97
WAR700	\$143.67	\$5.03	\$148.70
WAR950	N/A	\$202.88	\$202.88
WAR955	N/A	de minimis	de minimis
WAS755	N/A	de minimis	de minimis
WAT050	de minimis	N/A	de minimis
WAT100	\$9,723.21	\$9.32	\$9,732.53
WAT150	\$26,290.59	\$2,411.40	\$28,701.99
WAT700	\$1,029.94	\$128.13	\$1,158.07
WAT805	\$63.53	\$3.79	\$67.32
WAT810	\$76.79	\$4.21	\$81.00
WAT825	\$258.89	\$4.05	\$262.94

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
WAT830	\$276.80	\$5.37	\$282.17
WAY595	\$29,499.58	\$15.62	\$29,515.20
WCT650	N/A	\$99.45	\$99.45
WEB150	\$547.88	\$1.79	\$549.67
WEB155	\$386.07	\$1.00	\$387.07
WEB205	\$1,143.80	\$45.11	\$1,188.91
WEB215	\$38.35	\$3.00	\$41.35
WEB220	\$602.40	\$2.62	\$605.02
WEE415	\$5.53	\$1.31	\$6.84
WEG545	\$583.88	\$1.04	\$584.92
WEI155	\$1,295.58	\$73.39	\$1,368.97
WEI160	\$1,295.59	\$73.39	\$1,368.98
WEI200	N/A	de minimis	de minimis
WEI300	\$10.37	\$2.62	\$12.99
WEL100	N/A	de minimis	de minimis
WEL150	\$670.36	N/A	\$670.36
WEL470	N/A	\$7.22	\$7.22
WES780	\$99.84	N/A	\$99.84
WES800	N/A	de minimis	de minimis
WES815	N/A	de minimis	de minimis
WES830	\$14.83	\$7.99	\$22.82
WES840	\$7.57	\$2.67	\$10.24
WEY500	\$5.69	\$0.37	\$6.06
WHA675	\$134.85	\$9.68	\$144.53
WHA700	\$561.43	N/A	\$561.43
WHE150	\$613.65	\$54.69	\$668.34
WHE215	\$71.89	\$3.69	\$75.58
WHH685	N/A	de minimis	de minimis
WHI700	N/A	\$202.62	\$202.62
WHI800	\$6,445.98	\$1.55	\$6,447.53
WHI805	N/A	\$10.91	\$10.91
WHI810	\$7,658.78	\$6.30	\$7,665.08
WHI820	\$675.93	\$0.09	\$676.02
WIE755	\$1,022.33	\$46.57	\$1,068.90
WIL100	\$51.48	N/A	\$51.48
WIL135	N/A	de minimis	de minimis
WIL150	\$16.01	\$10.49	\$26.50
WIL155	\$55.69	\$1.60	\$57.29
WIL160	\$46.44	\$1.67	\$48.11
WIL165	\$55.69	\$1.60	\$57.29
WIL170	\$4.17	\$1.30	\$5.47
WIL180	\$1,567.23	\$13.71	\$1,580.94
WIL200	\$98.01	\$11.95	\$109.96
WIL215	\$1,190.16	\$0.44	\$1,190.60
WIL230	\$453.21	\$0.62	\$453.83
WIL248	\$171.30	\$0.10	\$171.40
WIL250	\$20.15	\$0.98	\$21.13
WIL300	\$295.01	\$29.06	\$324.07
WIL400	\$22.34	\$2.00	\$24.34
WIL455	\$40.04	\$11.03	\$51.07
WIL457	\$2,157.17	\$0.45	\$2,157.62
WIL460	\$77.21	\$7.25	\$84.46
WIL467	\$2,157.17	\$0.45	\$2,157.62
WIL470	\$68.68	\$6.15	\$74.83
WIL480	de minimis	N/A	de minimis
WIL500	\$22.32	\$2.00	\$24.32
WIL505	\$2,157.17	\$0.45	\$2,157.62
WIL510	N/A	de minimis	de minimis

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
WIL515	N/A	de minimis	de minimis
WIL525	N/A	de minimis	de minimis
WIL535	\$602.40	\$2.69	\$605.09
WIL550	\$10,859.47	\$0.64	\$10,860.11
WIL585	N/A	\$116.33	\$116.33
WIL650	\$8.90	\$2.20	\$11.10
WIL690	de minimis	de minimis	de minimis
WIL700	\$1,844.38	\$2.47	\$1,846.85
WIL710	\$693.65	\$38.90	\$732.55
WIN195	\$8.95	\$3.45	\$12.40
WIN200	\$13.83	\$3.54	\$17.37
WIN423	\$16.92	N/A	\$16.92
WIN450	\$1,695.55	\$70.69	\$1,766.24
WIS715	\$28.68	\$6.55	\$35.23
WIT780	N/A	de minimis	de minimis
WIT785	\$685.45	\$0.39	\$685.84
WIT790	\$17,600.45	\$8.09	\$17,608.54
WIT800	\$17,600.06	\$8.10	\$17,608.16
WKL100	N/A	\$10.91	\$10.91
WOL295	\$142.10	\$15.27	\$157.37
WOL305	N/A	\$8.22	\$8.22
WOL310	N/A	de minimis	de minimis
WOL350	\$10.28	\$2.61	\$12.89
WOL610	\$1,346.45	\$2.03	\$1,348.48
WOL750	de minimis	N/A	de minimis
WOO100	\$1,657.27	\$0.24	\$1,657.51
WOO150	de minimis	N/A	de minimis
WOO200	\$11.03	N/A	\$11.03
WOO205	\$10.32	\$3.17	\$13.49
WOO255	\$155.41	\$4.76	\$160.17
WOO325	N/A	\$23.12	\$23.12
WOO360	N/A	de minimis	de minimis
WOO365	N/A	de minimis	de minimis
WOO370	N/A	de minimis	de minimis
WOO400	N/A	\$8.70	\$8.70
WOR485	N/A	\$9.86	\$9.86
WOR490	\$21.20	\$0.81	\$22.01
WOR735	N/A	de minimis	de minimis
WRI365	\$4,819.51	\$4.65	\$4,824.16
WRI375	\$2,734.63	\$44.37	\$2,779.00
WRI380	\$4,599.21	\$2.18	\$4,601.39
WRI385	\$38.47	\$3.69	\$42.16
WUN600	\$57.77	N/A	\$57.77
WWW600	\$235.67	\$17.87	\$253.54
XP2100	\$5,646.76	\$299.85	\$5,946.61
YAL215	N/A	de minimis	de minimis
YEA315	\$46.79	\$2.67	\$49.46
YEA600	\$184.67	\$22.84	\$207.51
YEL150	\$48.40	\$1.36	\$49.76
YEL335	N/A	\$17.40	\$17.40
YEL400	N/A	de minimis	de minimis
YMC630	N/A	de minimis	de minimis
YOR470	de minimis	N/A	de minimis
YOR472	de minimis	N/A	de minimis
YOR475	\$20.21	\$1.72	\$21.93
YOS700	\$9.62	\$2.06	\$11.68
YOS705	\$9.27	N/A	\$9.27
YOS710	\$456.95	\$0.26	\$457.21

## Estimated Net Settlement Amount to Class Members

<u>Owner Code</u>	<u>Class I - Estimated Net Settlement Amount to Class Members</u>	<u>Class II - Estimated Net Settlement Amount to Class Members</u>	<u>Total Estimated Net Settlement Amount to Class Members</u>
YOS715	\$456.95	\$0.26	\$457.21
YOS720	\$51.87	\$3.22	\$55.09
YOS730	\$50.00	\$2.93	\$52.93
YOS735	\$49.93	\$2.93	\$52.86
YOS740	\$4.33	\$3.37	\$7.70
YOS750	\$739.88	\$11.01	\$750.89
YOS755	\$739.92	\$11.01	\$750.93
YOS760	\$4.33	\$2.27	\$6.60
YOS765	\$20.00	\$2.42	\$22.42
YOS770	\$4.40	\$2.16	\$6.56
YOU415	\$48.86	\$3.77	\$52.63
YOU417	\$7.39	N/A	\$7.39
YOU425	\$5.62	\$2.10	\$7.72
YOU426	de minimis	N/A	de minimis
YOU427	\$22.95	\$4.88	\$27.83
YUK500	N/A	\$249.71	\$249.71
ZEN235	N/A	\$8.08	\$8.08
ZEP500	N/A	\$22.62	\$22.62
ZEU715	N/A	de minimis	de minimis

The following amounts will be delivered to the Operators of Triumph Energy Partners, LLC Non-Operated properties for further distribution to the royalty owner Class Members:

<u>Operator Name</u>	<u>Class I - Estimated Net Settlement Amount to Operator</u>	<u>Class II - Estimated Net Settlement Amount to Operator</u>	<u>Total Estimated Net Settlement Amount to Operator</u>
CHAPARRAL ENERGY LLC	\$39,207.01	\$5.44	\$39,212.45
CHESAPEAKE EXPLORATION LLC	\$334.20	\$4.02	\$338.22
CIMAREX ENERGY CO	\$20,588.75	\$1.18	\$20,589.93
CONTINENTAL RESOURCES INC	\$407,177.98	\$23,937.14	\$431,115.12
CRAWLEY PETROLEUM CORP	\$628.92	\$0.01	\$628.93
DEVON ENERGY PRODUCTION CO LP	\$255,364.62	\$3,167.09	\$258,531.71
SKYCAP ENERGY LLC	\$11,021.42	\$70.19	\$11,091.61