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

Marvin B. Dinsmore, et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 22-CV-352-GLJ

Scissortail Energy, LLC,

Defendant.

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

Class Representatives (or "Plaintiffs") respectfully move the Court for final approval of:

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

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

#### **BACKGROUND**

For the full background of this Litigation, Class Representatives refer the Court to the Motion for Preliminary Approval (Doc. 23), the Joint Declaration of Class Counsel ("Joint

<sup>&</sup>lt;sup>1</sup> The proposed judgment was attached as Exhibit 2 to the Settlement Agreement ("SA"), Doc. 23-1. Class Counsel will also submit native versions of the proposed orders to the Court in advance of the Final Fairness Hearing and after the opt-out and objection deadlines (June 19, 2024) have passed.

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

Counsel Decl.") (Exhibit 4), the pleadings on file, and any other matters of which the Court may take judicial notice, all of which are incorporated as if fully set out here.

On March 25, 2024, the Court issued an order preliminarily approving the Settlement, approving the Plan of Notice, and setting a date of July 10, 2024, for the Final Fairness Hearing. Doc. 26 at 8 ("Preliminary Approval Order"). The Court also approved the Notices of Proposed Settlement of Class Action ("Class Notices"), for mailing and publication. *Id.* at 5–7. The Court ordered that Notice be given to Class Members in accordance with the Plan of Notice as outlined in the Settlement Agreement and found that the Notices being provided "are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23." *Id.* at 6, ¶ 8. Since preliminary approval, Notice was mailed, by first-class mail, as ordered by the Court, to thousands of potential members of the Settlement Class between April 24, 2024, and the present. **Ex.** 5, Declaration of Jennifer Keough Regarding Notice of Settlement ("Keough Decl.") at 3, ¶¶ 6–8. Notice was also published on the settlement website and in *The Oklahoman* (April 30, 2024 edition) and *The Tulsa World* (April 30, 2024 edition), as directed in the Preliminary Approval Order. *Id.* at 3–4, ¶¶ 9–11.

Class certification remains proper here, as the facts regarding certification haven't changed since the Court entered the Preliminary Approval Order. A general plan of allocation was described in the Notices, along with the other material terms of the SA. *See* Ex. 5, Keough Decl. at Exs. B, C; SA, Doc. 54-1. Consistent with the Notices and the Plan of Allocation, the preliminary allocation shows the proposed distributions to each member of the Settlement Class and an amount of distribution. The Initial Plan of Allocation—prepared by Plaintiffs' expert, Barbara Ley—assumes the Court approves the requests for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the requests for Plaintiffs' Attorneys' Fees and Case Contribution Awards. The SA contemplates that Class Rep-

resentatives 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. 23-1 at 21,  $\P$  6.4.

Following the mailing of the Notices and publication, members of the Settlement Class had fifty-six (56) days to request exclusion or file an objection. Zero requests for exclusion and zero objections have been received as of the time of this filing.<sup>3</sup> *See* Ex. 5, Keough Decl. at 4–5, ¶¶ 14–17. The lack of any opt-outs and objections to the Settlement thus far supports the conclusion that the Settlement and Plan of Allocation are fair, adequate, reasonable, and in the best interests of the Settlement Class such that final approval should be granted.

#### **ARGUMENT & AUTHORITY**

Class Representatives submit that the Court should grant final approval of the Settlement. The procedure for reviewing a proposed class action settlement is a well-established two-step process:

- 1. **First**, the Court conducts a preliminary analysis to determine if the settlement should be preliminarily approved such that the class should be notified of the pendency of a proposed settlement. Manual for Complex Litigation § 21.632 (4th ed. 2004).
- 2. **Second**, the class is notified and provided an opportunity to be heard at a fairness hearing before the settlement is finally approved. Alba Conte & Herbert B. Newberg, Newberg on Class Actions § 11.25, at 38 (4th ed. 2002).

The Court completed the first step with its Preliminary Approval Order, and notice was effectuated pursuant to the terms of the SA and in the form and manner approved by the Court. See Ex. 5, Keough Decl. at 3-4, ¶¶ 6-13. As to the second step, courts in the Tenth Circuit

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<sup>&</sup>lt;sup>3</sup> Because this Motion is due before the exclusion and objection deadlines (June 19, 2024), Class Representatives will submit a supplement detailing the requests for exclusion and objections, if any, received and indicate those that were properly submitted.

confirm that class certification remains proper and then consider four factors in determining whether to finally approve a class action settlement:

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

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

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

The Court must find class certification remains appropriate for settlement purposes.

The Court already certified the following Settlement Class:

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were sent as unclaimed property to a government entity by Defendant; and (2) who have not already been paid statutory interest on the Late Payments. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10(B)(1) (e.g., commencing not later than six (6) months after the date of first sale, and thereafter not later than the last day of the second succeeding month after the end of the month within which such production is sold). Late Payments do not include: (a) payments of proceeds to an owner under Okla. Stat. tit. 52, 570.10(B)(3) (minimum pay) or (b) prior period adjustments.

Excluded from the Class are: (1) Defendant, its parents, 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 Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (4) Jack Mattingly, Kay Mattingly, Mike Healy Trust,

f/k/a Mike Healy, d/b/a MCR Investments, C.E. Garrett, G&W, a Partnership, J.W. McTeirnan, Maxine Reynolds, Trustee of the Roy J. Reynolds and Maxine M. Reynolds Revocable Trust of 10/30/2020, and J.W. McTiernan.

Doc. 26 at 3, ¶ 3. Class certification remains proper under Rule 23(a) and (b)(3) for settlement purposes for the reasons set forth in the Preliminary Approval Motion (*see* Doc. 23). Put simply, nothing has changed since the Preliminary Approval Order to call into question the propriety of class certification. And Defendant consents to certification of the Settlement Class for the purpose of settlement.

The prerequisites for class certification under Rule 23(a) and (b)(3) are satisfied. First, Rule 23(a)(1)'s numerosity requirement is satisfied because the Settlement Class consists of over 5,000 owners, whose joinder would be impracticable. Ex. 5, Keough Decl. at 2–3, ¶¶ 5– 8; see also Trevizo v. Adams, 455 F.3d 1155, 1161-62 (10th Cir. 2006). Second, Rule 23(a)(2)'s commonality requirement is met because many questions of law and fact exist that could be answered uniformly for the Settlement Class using common evidence. Tyson Foods, Inc. v. Bouaphakeo, 577 U.S. 442, 453 (2016); see also Menocal v. GEO Grp., Inc., 882 F.3d 905, 914 (10th Cir. 2018) ("A finding of commonality requires only a single question of law or fact common to the entire class" (internal citations omitted)). Each of these common issues stems from a common body of law: the statutory law of the State of Oklahoma. The real property interests at issue are property located in the State of Oklahoma, and the payments at issue are governed by Oklahoma substantive law. Thus, any choice of law analysis would result in the application of Oklahoma law to the legal claims and, as such, there are no other states' laws implicated by this action, nor any other choice of law issues that could affect the Court's commonality analysis here. See id. Third, Rule 23(a)(3)'s typicality requirement is satisfied because Defendant treated all owners the same for purposes of proceeds payments, the same legal theories and fact issues underlie each Class Member's claims, and all Class Members suffered the same type of injury arising out of the same facts that can be proven by the same, common evidence. DG ex rel. Stricklin v. Devaughn, 594 F.3d 1188, 1198-99 (10th Cir. 2010). Finally, Rule 23(a)(4)'s adequacy of representation requirement is satisfied because there are no conflicts—minor or otherwise—between Class Representatives and the other Class Members. **Ex. 3**, Class Reps. Decl.; *see Tennille v. Western Union Co.*, 785 F.3d 422, 430 (10th Cir. 2015) ("Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status.") (internal citation omitted). Class Representatives and Class Counsel have prosecuted the Litigation vigorously and Class Counsel is unquestionably qualified to represent the Class here. *See* **Ex. 4**, Joint Counsel Decl. at 1–6, ¶¶ 1–27.

Additionally, Rule 23(b)(3)'s predominance and superiority requirements are satisfied here. *Tyson Foods*, 577 U.S. at 453; *Menocal*, 882 F.3d 905, 914–15 ("[T]he predominance prong asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues" (citations omitted)); *In re Urethane Antitrust Litig.*, 768 F.3d 1245, 1255 (10th Cir. 2014); *CGC Holding Co., LLC v. Broad & Cassel*, 773 F.3d 1076, 1087 (10th Cir. 2014). The predominance requirement is met because the substantive claims are all common (Oklahoma law under Oklahoma choice-of-law principles) as are the aggregation-enabling issues of fact (chiefly, Defendant's common course of late payments without interest to Class Members). The common questions under the shared law predominate over and are more important than any potential individual issues that theoretically could arise in the Litigation. And the superiority requirement is satisfied because resolving the Litigation through the classwide Settlement is far superior to any other method for fairly and efficiently adjudicating these claims.

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

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

The Court should finally approve the Settlement as fair and reasonable. The Court has broad discretion in deciding whether to grant approval of a class action settlement. *Jones*, 741

F.2d at 324. "As a general policy matter, federal courts favor settlement, especially in complex and large-scale disputes, so as to encourage compromise and conserve judicial and private resources." *In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 455 (S.D.N.Y. 2004); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) ("[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged."). As demonstrated below, each of the four factors identified by the Tenth Circuit weighs in favor of final approval.

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

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

Here, the Settlement is the product of extensive arm's-length negotiations between the Parties' experienced counsel reached after attending a day-long mediation session presided over by experienced mediator Bradley A. Gungoll, who has mediated dozens of oil-and-gas class actions like this one. *See* Ex. 4, Joint Counsel Decl. at 5, ¶ 19. The use of a formal settlement process supports the conclusion that the Settlement was fairly and honestly negotiated. *See Ashley v. Reg'l Transp. Dist.*, No. 05-CV-01567-WYD-BNB, 2008 WL 384579, at \*6 (D. Colo. Feb. 11, 2008) (finding settlement fairly and honestly negotiated where the parties engaged in formal settlement mediation conference and negotiations over four months). And the assistance of an experienced mediator "in the settlement negotiations strongly supports a finding that they were conducted at arm's-length and without collusion." *In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 576 (S.D.N.Y. 2008).

Additionally, Class Counsel has unique experience with oil-and-gas royalty underpayment and late payment class actions. Bradford & Wilson PLLC regularly represents plaintiffs in oil-and-gas class actions, as well as other complex commercial and consumer class action litigation, and have obtained settlements in numerous underpayment or late payment class actions in Oklahoma state and federal courts. Class Counsel are experienced and qualified counsel and represented the Settlement Class honestly and fairly during settlement negotiations. See Ex. 4, Joint Counsel Decl. at 1–6, ¶¶ 1–27. Further, Defendant is represented by highly experienced counsel, who have worked extensively in oil-and-gas and class-action litigation.

Class Counsel's experience positioned them well to comprehensively examine the large amount of information and data produced in the Litigation, enabling the Parties to make informed decisions about the strengths and weaknesses of their respective cases. *See, e.g., Id.* 

See, e.g., Cecil v. BP Am. Prod. Co., No. 16-CV-410-KEW (E.D. Okla. 2018); Harris v. Chevron U.S.A., Inc., No.19-CV-355-SPS (E.D. Okla. 2019); McNeill v. Citation Oil & Gas Corp., No. 17-CV-121-RAW (E.D. Okla. 2019); Bollenbach v. Okla. Energy Acquisitions LP, No. 17-CV-134-HE (W.D. Okla. 2018); McKnight Realty Co. v. Bravo Arkoma, No. 17-CV-308-KEW (E.D. Okla. 2018); Speed v. JMA Energy Co., LLC, No. CJ-2016-59 (Okla. Dist. Ct. Hughes Cty. 2019); Henry Price Tr. v. Plains Mktg., No. 19-CV-390-KEW (E.D. Okla. 2021); Hay Creek Royalties, LLC v. Roan Res. LLC, No. 19-CV-177-CVE-JFJ (N.D. Okla. 2021); Johnston v. Camino Nat. Res., LLC, No. 19-CV-2742-CMA-SKC (D. Colo. 2021); Swafford v. Ovintiv Inc., et al., No. 21-CV-210-SPS (E.D. Okla.); Pauper Petroleum, LLC v. Kaiser-Francis Oil Co., No. 19-CV-514-JFH-JFJ (N.D. Okla.); McKnight Realty Co v. Bravo Arkoma, LLC, No. 20-CV-428-KEW (E.D. Okla.); Rounds, et al. v. FourPoint Energy, LLC, No. 20-CV-52-P (W.D. Okla.); Hay Creek Royalties, LLC v. Mewbourne Oil Co., No. 20-CV-1199-F (W.D. Okla.); Wake Energy, LLC v. EOG Res., Inc., No. 20-CV-183-ABJ (D. Wyo.); Joanna Harris Deitrich Tr. A. v. Enerfin Res. I Ltd. P'ship, et al., No. 20-CV-084-KEW (E.D. Okla.); Cowan v. Devon Energy Corp., et al., No. 22-CV-220-JAR (E.D. Okla.); Kunneman Props. LLC, et al. v. Marathon Oil Co., No. 22-CV-274-KEW (E.D. Okla.); Hoog v. PetroQuest Energy, L.L.C., et al., No. 16-CV-463 (E.D. Okla.); Lee v. PetroQuest Energy, L.L.C., et al., No. 16-CV-516-KEW (E.D. Okla.); Underwood v. NGL Energy Partners LP, No. 21-CV-135-CVE-SH (N.D. Okla.). Rice v. Burlington Res. Oil & Gas Co., LP, No. 20-CV-431-GKF-SH (N.D. Okla.); Dinsmore, et al. v. ONEOK Field Servs. Co., L.L.C., No. 22-CV-73-GKF-CDL (N.D. Okla.); Dinsmore, et al. v. Phillips 66 Co., 22-CV-44-JFH (E.D. Okla.); Ritter v. Foundation Energy Mgmt., LLC, et al., No. 22-CV-246-JFH (E.D. Okla.); Cowan v. Triumph Energy Partners, LLC, No. 23-CV-300-JAR (E.D. Okla.).

at 4, ¶ 19; Childs v. Unified Life Ins. Co., No. 10-CV-23-PJC, 2011 WL 6016486, at \*12 (N.D. Okla. Dec. 2, 2011). And Class Representatives were involved in the negotiations and believe the settlement process resulted in an excellent recovery for the Settlement Class. See Ex. 3, Class Reps. Decl. Class Representatives expended time and resources prosecuting the Litigation, including communicating with Class Counsel, providing documents and information, and participating in the negotiations that led to the Settlement. Id. The Parties and 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).

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

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

The complexity, uncertainty, expense, and likely duration of further litigation and appeals also support approval of the proposed Settlement. The immediate value of the \$825,000 cash recovery alone outweighs the uncertainty, additional expense, and likely duration of further litigation. The Settlement Class is "better off receiving compensation now as opposed to being compensated, if at all, several years down the line, after the matter is certified, tried, and all appeals are exhausted." *See McNeely*, 2008 WL 4816510 at \*13. The Settlement represents a meaningful recovery for the Settlement Class without the risk or additional expense of further litigation. These immediate benefits must be compared to the risk that the Settlement Class may recover nothing after class certification, summary judgment, trial, and likely appeals, possibly years into the future. *See In re Sprint Corp. ERISA Litig.*, 443 F. Supp. 2d 1249, 1261 (D. Kan. 2006).

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

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

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

The fact that Class Representatives and Defendant believe the Settlement is fair and reasonable supports final approval. Class Counsel and Class Representatives only agreed to settle the Litigation after considering the substantial benefits the Settlement Class will receive, the risks and uncertainties of continued litigation, and the desirability of proceeding under the terms of the Settlement Agreement.

Class Counsel's judgment as to the fairness of the Settlement also supports final approval. "Counsels' judgment as to the fairness of the [settlement] agreement is entitled to considerable weight." *Childs*, 2011 WL 6016486 at \*14 (citation omitted). Class Counsel believes the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and the Settlement is in the Class Members' best interests. *See* Ex. 4, Joint Counsel Decl. at 6, ¶ 26. This last factor fully supports the Court's final approval of the Settlement. Indeed, all four factors considered by courts in the Tenth Circuit support final approval of the Settlement.

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

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

an explanation of the right to 'opt out,' satisfies due process." *Id.* at 1173. Here, the Notice campaign carried out by Class Counsel and the Settlement Administrator is substantially comparable to notice campaigns completed in other oil-and-gas class actions approved by district courts in Oklahoma, including this Court.

In its Preliminary Approval Order, the Court preliminarily approved the form and manner of the Notice disseminated by the Settlement Administrator, finding the Notices "are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23." Doc. 26 at 6, ¶ 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, ¶¶ 5–8. In addition, the Court-approved Notice was published in April 2024 in two newspapers of local circulation, *The Oklahoman* (April 30, 2024 edition) and *The Tulsa World* (April 30, 2024 edition), as directed in the Preliminary Approval Order. *Id.* at 3, ¶ 9. The Notice materially informed Class Members about the Litigation, the Settlement, and the facts needed to make informed decisions about their rights. Also, the Notice, along with other documents germane to the Settlement, were posted on the website created for and dedicated to this Litigation, www.dinsmore-scissortail.com, beginning on April 19, 2024. *Id.* at 4, ¶¶ 10–11. This website is maintained by the Settlement Administrator, where additional information regarding the Settlement can be found. *Id.* 

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

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

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

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

Specifically, the Net Settlement Fund will be allocated to individual Class Members proportionately based on the amount of statutory interest owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA, with due regard for the production date, the date the underlying payment was, the amount of the underlying payment, the time periods set forth in the PRSA, any additional statutory interest that Class Counsel believes has since accrued. Pursuant to the SA, the Initial Plan of Allocation further assumes a reduction for Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and potential Case Contribution Awards, which amounts will ultimately be determined by the Court at the Final Fairness Hearing.

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

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

#### **CONCLUSION**

Class Representatives and Class Counsel respectfully request that the Court enter the proposed Judgment, attached as **Exhibit 1**.<sup>5</sup> The proposed Judgment grants:

- 1. final certification of the Settlement Class;
- 2. final approval of the Settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Class; and
- 3. final approval of the Notice to Class Members.

Class Representatives and Class Counsel also respectfully request that the Court enter the proposed Initial Plan of Allocation Order, attached as **Exhibit 2**, to govern the allocation and distribution of the Net Settlement Fund to Class Members.

Respectfully Submitted,

/s/Ryan K. Wilson Reagan E. Bradford, OBA #22072 Ryan K. Wilson, OBA #33306 Bradford & Wilson PLLC

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

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-and-

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#### **CLASS COUNSEL**

#### **CERTIFICATE OF SERVICE**

I hereby certify that on June 12, 2024, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to parties and attorneys who are filing users.

/s/Ryan K. Wilson Ryan K. Wilson

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

Marvin B. Dinsmore, et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Case No. CIV-22-352-GLJ

Scissortail Energy, LLC,

Defendant.

#### **JUDGMENT**

This is a class action lawsuit brought by Plaintiffs Marvin B. Dinsmore and Sheridan Downey, III, as Administrators of the Estate of David D. Dinsmore (collectively, "Plaintiffs"), on behalf of themselves and as representatives of a class of owners (defined below), against Scissortail Energy, LLC ("Defendant") ("Plaintiffs" and "Defendant" collectively the "Parties"), for the alleged failure to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. § 570.1 *et seq.* (the "PRSA") for oil-and-gas production proceeds from oil and gas wells in Oklahoma. On March 5, 2024, the Parties executed a Stipulation and Agreement of Settlement (the "Settlement Agreement") finalizing the terms of the Settlement.<sup>1</sup>

On March 25, 2024, the Court preliminarily approved the Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for Settlement

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

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*:

- a. certified the Settlement Class for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Settlement Class;
- b. appointed Plaintiffs Marvin D. Dinsmore and Sheridan Downey, III, as Administrators of the Estate of David D. Dinsmore, as Class Representatives, and Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel and James U. White, Jr. 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 Representatives' and the Settlement Class claims; (iii) Class Representatives and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class;
- d. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interest of the Settlement Class;
- e. preliminarily approved the form and manner of the proposed Notices to be communicated to the Settlement Class, finding specifically that such Notices, among other information: (i) described the terms and effect of the Settlement; (ii) notified the Settlement Class that Plaintiffs' Counsel will seek Plaintiffs'

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

- f. instructed the Settlement Administrator to disseminate the approved Notices to potential members of the Settlement Class in accordance with the Settlement Agreement and in the manner approved by the Court;
- g. provided for the appointment of a Settlement Administrator;
- h. set the date and time for the Final Fairness Hearing as July 10, 2024, at 10:30 A.M. in the United States District Court for the Eastern District of Oklahoma; and
- set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Class or object to the Settlement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice and Summary Notice was given to the Settlement Class, notifying them of the Settlement and the upcoming Final Fairness Hearing. On July 10, 2024, in accordance with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to, *inter alia*:

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

- b. determine whether the notice method utilized by the Settlement Administrator: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;
- c. determine whether to approve the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund to Class Members who did not timely submit a valid Request for Exclusion or were not otherwise excluded from the Settlement Class by order of the Court;<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 Plaintiffs' Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and Case Contribution Award to Class Representatives are fair and reasonable and should be approved;<sup>3</sup> and
  - f. rule on such other matters as the Court deems appropriate.

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

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

- 1. The Court, for purposes of this Final Judgment (the "Judgment"), adopts all defined terms as set forth in the Settlement Agreement and incorporates them as if fully set forth herein.
- 2. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement, as well as personal jurisdiction over Defendant and Class Members.
- 3. The Settlement Class, which was certified in the Court's Preliminary Approval Order, is defined as follows:

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were sent as unclaimed property to a government entity by Defendant; and (2) who have not already been paid statutory interest on the Late Payments. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10(B)(1) (e.g., commencing not later than six (6) months after the date of first sale, and thereafter not later than the last day of the second succeeding month after the end of the month within which such production is sold). Late Payments do not include: (a) payments of proceeds to an owner under Okla. Stat. tit. 52, 570.10(B)(3) (minimum pay) or (b) prior period adjustments.

Excluded from the Class are: (1) Defendant, its parents, 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 Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (4) Jack Mattingly, Kay Mattingly, Mike Healy Trust, f/k/a Mike Healy, d/b/a MCR Investments, C.E. Garrett, G&W, a Partnership, J.W. McTeirnan, Maxine Reynolds, Trustee of the Roy J. Reynolds and Maxine M. Reynolds Revocable Trust of 10/30/2020, and J.W. McTeirnan.

4. For substantially the same reasons as set out in the Court's Preliminary Approval Order, Dkt. No. 26, the Court finds that the above-defined Settlement Class should be and is hereby

certified for the purposes of entering judgment pursuant to the Settlement Agreement. Specifically, the Court finds that all requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied for settlement purposes. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class could have been certified in this case on a contested basis.

- 5. The Court finds that the persons and entities identified in the attached **Exhibit 1** have submitted timely and valid Requests for Exclusion and are hereby excluded from the foregoing Settlement Class, will not participate in or be bound by the Settlement, or any part thereof, as set forth in the Settlement Agreement, and will not be bound by or subject to the releases provided for in this Judgment and the Settlement Agreement.
- 6. At the Final Fairness Hearing on July 10, 2024, the Court fulfilled its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement and the Notice of Settlement provided to the Settlement Class, considering not only the pleadings and arguments of Class Representatives and Defendant and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class Members. In so doing, the Court considered arguments that could reasonably be made against, *inter alia*, approving the Settlement and the Notice of Settlement, even if such argument was not actually presented to the Court by pleading or oral argument.
- 7. The Court further finds that due and proper notice, by means of the Notices, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notices disseminated to the Settlement Class and published pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted

notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notices used by the Parties. The Court further finds that all Class Members have been afforded a reasonable opportunity to request exclusion from the Settlement Class or object to the Settlement.

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

litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement.

- 9. By agreeing to settle the Litigation, Defendant does not admit, and instead specifically denies, that the Litigation could have otherwise been properly maintained as a contested class action, and specifically denies any and all wrongdoing and liability to the Settlement Class, Class Representatives, and Class Counsel.
- 10. The Court finds that on April 1–2, 2024 (Dkt. No. 27), 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 in assisting with certain aspects of the administration of the Settlement, and directs it to continue to assist Class Representatives in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.
- 13. Nothing in this Judgment shall bar any action or claim by Class Representatives or Defendant to enforce or effectuate the terms of the Settlement Agreement or this Judgment.
- 14. The Settlement Administrator is directed to refund to Defendant the portions of the Net Settlement Fund under the Initial Plan of Allocation attributable to Class Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court in accordance with the terms and process of the Settlement Agreement.
- 15. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed

as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement Further, this Judgment shall not give rise to any collateral estoppel effect as to the certifiability of any class in any other proceeding.

- 16. As separately set forth in detail in the Court's Plan of Allocation Order(s), the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund among Class Members who were not excluded from the Settlement Class by timely submitting a valid Request for Exclusion or other order of the Court are approved as fair, reasonable and adequate, and Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with the Plan of Allocation Order(s) entered by the Court.
- 17. The Court finds that Class Representatives, Defendant, and their Counsel have complied with the requirements of the Federal Rules of Civil Procedure as to all proceedings and filings in this Litigation. The Court further finds that Class Representatives and Class Counsel adequately represented the Settlement Class in entering into and implementing the Settlement.
- 18. Neither Defendant nor Defendant's Counsel shall have any liability or responsibility to Plaintiffs, Plaintiffs' Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limiting to any distributions made by the Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Class Member shall have any claim against Plaintiffs, Plaintiffs' Counsel, the Settlement Administrator, 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 Gross Settlement Fund and the taxation of funds in Gross Settlement Fund or distributed from the Gross Settlement Fund shall be handled in accordance with the Settlement Agreement.
- 21. Any order approving or modifying any Plan of Allocation Order, the application by Class Counsel for an award of Plaintiffs' Attorneys' Fees or reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request of Class Representatives for Case Contribution Awards shall be handled in accordance with the Settlement Agreement and the documents referenced therein.
- 22. A party, including Plaintiffs, Plaintiffs' Counsel, the Settlement Class, Defendant, and Defendant's Counsel will only be liable for loss of any portion of the Gross Settlement Fund 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 the Gross Settlement Fund 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 Plaintiffs' Attorneys' Fees and reimbursement of reasonable Litigation Expenses and

Administration, Notice, and Distribution Costs, and Class Representatives' request for Case

Contribution Awards, and to enforce this Judgment. Notwithstanding the Court's jurisdiction to

issue additional orders in this Litigation, this Judgment fully disposes of all claims as to Defendant

and is therefore a final appealable judgment. The Court further hereby expressly directs the Clerk

of the Court to file this Judgment as a final order and final judgment in this Litigation.

26. [IF OBJECTION(S) ARE MADE – ADDITIONAL LANGUAGE TO BE

DETERMINED BASED ON OBJECTION(S)]

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

GERALD L. JACKSON

UNITED STATES MAGISTRATE JUDGE

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

Marvin B. Dinsmore, et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 22-CV-352-GLJ

Scissortail Energy, LLC,

Defendant.

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

This Initial Plan of Allocation Order sets forth the manner in which the Net Settlement Fund will be administered and distributed to Class Members. The Net Settlement Fund for distribution will be allocated to each Class Member based on the factors and considerations set forth in the Initial Plan of Allocation (Dkt. No. 28-6) and the Settlement Agreement (Dkt. No. 23-1).

#### INITIAL PLAN OF ALLOCATION

The Net Settlement Fund for distribution will be allocated among individual Class Members based upon the factors set forth in Settlement Agreement (Dkt. No. 23-1) and approved by the Court. Pursuant to the Settlement Agreement, the Plan of Allocation reduces the amount available for distribution for estimates of Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Awards, which amounts were ultimately determined by the Court at the Final Fairness Hearing and which will be implemented in the Final Plan of Allocation.



The Court reserves the right to modify this Initial Plan of Allocation Order without further

notice to any Class Members who have not entered an appearance. The allocation of the Net

Settlement Fund among Class Members and the Allocation Methodology is a matter separate and

apart from the proposed Settlement between Class Members and Defendant, and any decision by

the Court concerning allocation and distribution of the Net Settlement Fund among Class Members

shall not affect the validity or finality of the Settlement or operate to terminate or cancel the

Settlement.

TIME FOR ALLOCATION AND DISTRIBUTION

The allocation and distribution of the Net Settlement Fund for distribution shall be under the

direct supervision of the Court and shall be consistent with the Final Plan of Allocation submitted

by Class Counsel and approved by the Court. Furthermore, the timing, manner, and process for any

distributions shall be consistent with the timing and process provided for in the Settlement

Agreement (Dkt. No. 23-1), which is incorporated herein by reference.

IT IS SO ORDERED this day of , 2024.

\_\_\_\_\_

GERALD L. JACKSON UNITED STATES MAGISTRATE JUDGE

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

Marvin B. Dinsmore, et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v. Case No. 22-CV-352-GLJ

Scissortail Energy, LLC,

Defendant.

#### DECLARATION OF MARVIN B. DINSMORE AND SHERIDAN DOWNEY, III

We, Marvin B. Dinsmore and Sheridan Downey, III, of lawful age, upon personal knowledge, and pursuant to 28 U.S.C. § 1746, declare as follows:

- 1. We have personal knowledge of the facts set out in this declaration based upon our involvement in the Litigation and upon information provided to us by Class Counsel.
  - 2. We serve as Administrators of the Estate of David D. Dinsmore (the "Estate").
- 3. We submit this declaration in support of the forthcoming Motion for Final Approval of Class Action Settlement and Motion for Approval of Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Awards.
- 4. By submitting this declaration, we neither intend to, nor do we, waive any protections available to us or the Estate, including, the attorney-client privilege, work product privilege, or any other privileges that may apply.
- 5. The Estate owns mineral interests in several Oklahoma properties from which Scissortail Energy, LLC ("Scissortail") purchased natural gas production, including the Bloom #1 Well in Hughes County.

- 6. Scissortail remitted proceeds to the Estate for natural gas production in 2022 for gas production dating back to 2017 without including interest.
- 7. As a result, the Estate engaged Class Counsel to pursue claims for late payment of gas proceeds by Scissortail.
- 8. As part of this engagement, we were advised of the commitment to fulfill the responsibilities of named plaintiffs and proposed class representatives.
- 9. We agreed that Class Counsel would represent the Estate 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. We understood that a forty percent contingency fee was the market rate for similar actions. We understood that Class Counsel would work on a fully contingent basis and that the Estate would not pay hourly rates for the engagement. The Estate's claim was 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 a cash recovery of \$825,000.00 Settlement Class.
- 11. We were informed of material developments that occurred during the lawsuit and provided approval to negotiate on behalf of the Estate and the Settlement Class.
- 12. We believe the negotiation process resulted in a significant benefit to the Settlement Class, which provides a gross value of \$825,000.00. This amount, after reduction for court-approved Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administra-

tion Expenses, Notice and Distribution Costs, and Case Contribution Awards, if any, will be distributed to Class Members once the Settlement becomes Final and Non-Appealable, if approved. We believe this is a material recovery for the Settlement Class.

- 13. Through our involvement in this lawsuit, we understand the strengths and weaknesses of the claims against Scissortail. We are aware of the hurdles the Settlement Class would
  be required to overcome to prove liability and damages if the lawsuit was to be tried rather than
  settled, including the fact that some oil-and-gas class actions fail to be certified.
- 14. The Settlement is a material recovery for the Settlement Class under circumstances where it was possible that no recovery at all would be obtained. We fully support this Settlement as fair, reasonable, and adequate for the Settlement Class.
- 15. We are very pleased with the efforts of Class Counsel who always conducted themselves with professionalism and diligence while effectively representing the interests of the Settlement Class and the Estate.
- 16. Class Counsel is collectively applying for an award of Plaintiffs' Attorneys' Fees out of the \$825,000.00 Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this lawsuit.
- 17. We understand that, despite our fee agreement providing a 40% attorney fee provision, Class Counsel will be requesting 1/3 of the Gross Settlement Fund for Plaintiffs' Attorneys' Fees.
- 18. Because of Class Counsel's efficient and outstanding work, we approve of Class Counsel's application for a fee award equal to 1/3 of the Gross Settlement Fund. We approve of Class Counsel's request for reimbursement of their reasonable and necessarily incurred Litigation

Expenses. We understand that if the award is granted, Plaintiffs' Attorneys' Fees and reimbursed

Litigation Expenses will be paid to Class Counsel out of the \$825,000.00 Gross Settlement Fund.

19. While the Estate will recover only its pro rata share of the Net Settlement Fund, we

intend to seek a Case Contribution Award for the Estate's representation of the Settlement Class.

The court-approved Notice states that the Estate seeks a total combined Case Contribution Award

of \$16,500.00 to compensate for the service as named plaintiffs and class representatives. This

amount is based on the amount of time dedicated to the Litigation, as well as the expense, risk, and

burden of serving as class representatives 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 Mem-

bers. We believe that such an award is justified in this case.

Neither we nor the Estate was promised any recovery or made any guarantees prior 20.

to filing this Litigation, nor at any time during the Litigation.

21. Based on these efforts and the benefits obtained for the Settlement Class, we submit

that Case Contribution Awards are fair and reasonable as compensation for the time and expense

incurred to obtain the \$825,000.00 settlement.

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

Executed on: May 31, 2024

the Estate of David D. Dinsmore

tiff Sheridan Downey, III, as administrator of

the Estate of David D. Dinsmore

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

Marvin B. Dinsmore, et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 22-CV-352-GLJ

Scissortail Energy, LLC,

Defendant.

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

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

#### **BACKGROUND**

#### Attorney Information

- 1. We have litigated many class actions and complex commercial litigations in the state and federal courts of Oklahoma, as well as in other state and federal courts.
- 2. We, Reagan E. Bradford and Ryan K. Wilson, are partners at the firm of Bradford & Wilson PLLC, which focuses on class actions and complex commercial litigation. We

<sup>&</sup>lt;sup>1</sup> Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Settlement Agreement (Doc. 23-1).

primarily litigate oil-and-gas class actions like this one and have successfully achieved recoveries for numerous classes on claims similar to those at issue in this case. See, e.g., Cecil v. BP Am. Prod. Co., No. 16-CV-410-KEW (E.D. Okla.); Harris v. Chevron U.S.A., Inc., No.19-CV-355-SPS (E.D. Okla.); McNeill v. Citation Oil & Gas Corp., No. 17-CIV-121-RAW (E.D. Okla.); Bollenbach v. Okla. Energy Acquisitions LP, No. 17-CV-134-HE (W.D. Okla.); McKnight Realty Co. v. Bravo Arkoma, No. 17-CV-308-KEW (E.D. Okla.); Speed v. JMA Energy Co., LLC, No. CJ-2016-59 (Okla. Dist. Ct. Hughes Cty.); Henry Price Tr. v. Plains Mktg., No. 19-cv-390-KEW (E.D. Okla.); Hay Creek Royalties, LLC v. Roan Res. LLC, No. 19-CV-177-CVE-JFJ (N.D. Okla.); Johnston v. Camino Nat. Res., LLC, No. 19-CV-2742-CMA-SKC (D. Colo.); Swafford v. Ovintiv Inc., et al., No. 21-CV-210-SPS (E.D. Okla.); Pauper Petroleum, LLC v. Kaiser-Francis Oil Co., No. 19-CV-514-JFH-JFJ (N.D. Okla.); Joanne Harris Deitrich Tr. A v. Enerfin Res. I Ltd. P'ship, et al., No. 20-CV-1199-F (E.D. Okla.); Hay Creek Royalties, LLC v. Mewbourne Oil Co., No. 20-CV-084-KEW (W.D. Okla.); Rounds, et al. v. FourPoint Energy, LLC, No. 20-CV-52-P (W.D. Okla.); McKnight Realty Co. v. Bravo Arkoma, LLC, No. 20-CV-428-KEW (E.D. Okla.); Wake Energy, LLC v. EOG Res., Inc., No. 20-CV-183-ABJ (D. Wyo.); Cowan v. Devon Energy Corp., et al., No. 22-CV-220-JAR (E.D. Okla.); Kunneman Props. LLC, et al. v. Marathon Oil Co., No. 22-CV-274-KEW (E.D. Okla.); Hoog v. PetroQuest Energy, L.L.C., et al., No. 16-CV-463-KEW (E.D. Okla.); Lee v. PetroQuest Energy, L.L.C., et al., No. 16-CV-516-KEW (E.D. Okla.); Underwood v. NGL Energy Partners LP, No. 21-CV-135-CVE-SH (N.D. Okla.); Rice v. Burlington Res. Oil & Gas Co., LP, No. 20-CV-431-GKF-SH (N.D. Okla.); Dinsmore, et al. v. ONEOK Field Servs. Co., L.L.C., No. 22-CV-73-GKF-CDL (N.D. Okla.); Dinsmore, et al. v. Phillips 66 Co., 22-CV-44-JFH (E.D. Okla.); Ritter v. Foundation Energy Mgmt., LLC, et al., No. 22-CV-246-JFH (E.D. Okla.); Cowan v. Triumph Energy Partners, LLC, No. 23-CV-300-JAR (E.D. Okla.); Indianola Res., LLC v. Calyx Energy, III, LLC, No. 21-CV-235-GLJ (E.D. Okla.). In addition to those prior recoveries, we are actively litigating numerous other class claims related to oiland-gas royalty payments. More information about us may be found on the firm website, www.bradwil.com.

- 3. Mr. White has practiced law in Oklahoma for over 47 years as a sole practitioner, partner in a large Oklahoma law firm, and as senior partner in his own firm. His litigation and transactional experience has been varied but mainly focused in energy related disputes and transactions. For example, as counsel he obtained a federal court verdict in favor of mineral and working interest owners for actual and punitive damages relating to gross negligence under a model form operating agreement, the first of its kind in Oklahoma. He also obtained a state district court verdict establishing misapplication by the operator of take-orpay proceeds. Mr. White also served as general counsel for an Oklahoma based energy company, where, inter alia, he served as counsel to guide the successful monetization of \$3.5 billion of energy properties ranging from Canada to the Gulf of Mexico. He has also directed or participated in numerous litigation matters in a number of venues. Further, Mr. White has previously been appointed Co-Lead Class Counsel in similar class actions related to PRSA interest. See Henry Price Tr. v. Plains Mktg., No. 19-cv-390-KEW (E.D. Okla. 2021); Joanne Harris Deitrich Tr. Av. Enerfin Res. I Ltd. P'ship, et al., No. 20-CV-1199-F (E.D. Okla.); Underwood v. NGL Energy Partners LP, No. 21-CV-135-CVE-SH (N.D. Okla.); Dinsmore, et al. v. ONEOK Field Servs. Co., L.L.C., No. 22-CV-73-GKF-CDL (N.D. Okla.); Dinsmore, et al. v. Phillips 66 Co., 22-CV-44-JFH (E.D. Okla.).
- 4. The Court has appointed Reagan E. Bradford, Ryan K. Wilson, and Jim U. White, Jr. as Co-Lead Class Counsel and Brady L. Smith as Additional Class Counsel. Doc. 26 at 4, ¶ 4.
- 5. As Class Counsel, the foregoing have achieved an exceptional result, obtaining a settlement with a total cash value of \$825,000.00.

#### Work Completed Before Filing Suit

6. Before filing the Litigation, Class Counsel extensively investigated the payment practices of Defendant Scissortail Energy, LLC ("Scissortail").

- 7. We reviewed and analyzed the documents and information available to us, including correspondence, legal instruments, and publicly available information about Scissortail.
- 8. We also reviewed prior and pending cases related to the claims at issue in this case, and we relied upon our experience in cases of this kind.
- 9. Based on our review and analysis, and after discussing the same with our clients ("Plaintiffs" or "Class Representatives"), we filed a Complaint against Scissortail, including asserting claims on behalf of a putative class. *See* Doc. 2.

#### Work Done After Filing

- 10. **Litigation Efforts.** This case was initiated on December 8, 2022, with the Complaint alleging that Scissortail violated Oklahoma's Production Revenue Standards Act, OKLA. STAT. tit. 52, § 570.10(D) ("PRSA"), by failing to pay statutory interest owed on the payment of oil-and-gas proceeds made outside of the timelines set out in the PRSA.
  - 11. Scissortail filed its Answer on December 30, 2022. Doc. 11.
- 12. Plaintiffs' counsel conferred with Scissortail's counsel over the Joint Status Report and proposed order, which was filed on March 3, 2023. Doc. 14.
- 13. Plaintiffs' counsel also conferred with Scissortail's counsel on a draft Protective Order for discovery purposes, which was ultimately entered on May 17, 20223. Doc. 17.
  - 14. Plaintiffs served their first set of written discovery requests on March 31, 2023.
  - 15. Scissortail responded to Plaintiffs' discovery requests on May 1, 2023.
- 16. **Resolution Efforts.** Around this time, the Parties began discussing the potential for early case resolution, specifically discussing the documents and data necessary to value the case for early resolution.
- 17. The Parties ultimately agreed on that course, and then jointly asked the Court to amend the schedule to allow the Parties to pursue early resolution. Doc. 18.
  - 18. The Court entered the amended schedule on November 27, 2023. Doc. 21.

- 19. The Parties engaged Bradley A. Gungoll to serve as mediator, and they attended a day-long mediation session on January 11, 2024. Although the Parties engaged in negotiations during that session, they were ultimately unable to reach a classwide resolution.
- 20. The Parties continued their settlement negotiations and ultimately were able to agree on the essential terms of a classwide settlement, which they memorialized in a written memorandum of understanding executed on January 23, 2024.
- 21. The Parties then worked to memorialize the agreement into a formal settlement agreement, which they ultimately finalized and executed on March 5, 2024. Doc. 23-1.
- 22. Class Counsel filed the motion for Preliminary Approval on March 13, 2024. Doc. 23. The Court entered the Preliminary Approval Order on March 25, 2024. Doc. 26.
- 23. **Notice Campaign and Plan of Allocation.** Class Counsel then worked with the Settlement Administrator to carry out the Notice campaign, which is detailed in the Settlement Administrator's Declaration (Doc. 28-5), and to formulate the Initial Plan of Allocation (Doc. 28-6). These efforts required extensive communication and effort to effectuate the Notice campaign and to formulate the Initial Plan of Allocation in accordance with the Court's Preliminary Approval Order and the terms of the Settlement Agreement.

#### The Positive Reaction to the Settlement

- 24. Since the Notice campaign was effectuated, and at the time this declaration was executed, no requests for exclusion or objections have been received. *See* Doc. 28-5, Keough Decl. at 4–5, ¶¶ 15–17. Because this declaration is required to be filed before the deadline for filing objections or requesting exclusion (June 19, 2024), Class Counsel will update the Court regarding any requests for exclusion or objections submitted or filed after the Court imposed deadline.
- 25. The vast majority of Class Members have indicated approval of the terms of the Settlement Agreement by choosing to participate in the Settlement.

- 26. In Class Counsel's judgment, the Settlement is fair, reasonable, and adequate, as indicated by the overwhelming support of Class Members.
- 27. The Settlement was also the result of an arm's length, heavily negotiated process, carried out by experienced counsel. This further supports the fairness and reasonableness of the Settlement.

## Plaintiffs' Attorney's Fees

- 28. Class Counsel is seeking a 1/3 contingency fee (\$275,000.00) from the up-front cash value of \$825,000.00, which is less than the customary fee of 40% in these cases. Notably, this amount is also less than the 40% fee noticed to the Class during the notice campaign, to which no objections have been received.
- 29. Class Representatives negotiated a contract to prosecute this case on a fully contingent basis, with a fee arrangement of 40% of any recovery obtained for the putative class after the filing of the Litigation.
- 30. 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).
- 31. Based upon our experience, knowledge, education, study, and professional qualifications, we believe that the 40% contingent fee agreed to with Class Representatives is the market rate for this case and is fair and reasonable. *See* Decl. of Steven S. Gensler, *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ, Doc. 64-7 at 24–25 (N.D. Okla. Apr. 7, 2021) ("[T]he typical fee agreement in similar royalty class actions in Oklahoma

is a contingency fee of 40% . . . The 40% fee request in this case is consistent with what many federal and state courts in Oklahoma have awarded in other oil-and-gas royalty class actions.").

- 32. 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.
- 33. 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).
- 34. **The time and labor required**: The first consideration is not prominent in a contingent fee case such as this. *See Indianola*, No. 21-CV-235-GLJ, Doc. 68 at 4 (E.D. Okla. Mar. 27, 2024) ("This Court, and other federal courts in Oklahoma, have acknowledged the Tenth Circuit's preference for the percentage method and declined application of a lodestar analysis or lodestar cross check."). Our efforts in this matter are discussed *supra*. In sum, we believe our litigation efforts demonstrate the time and labor we invested in this matter. This factor supports the fee request.
- 35. 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 6 ("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.
- 36. 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 6 ("I find the Declarations and other undisputed evidence submitted demonstrate that this matter 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 and data.").

- 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 7 ("The Declarations and other undisputed evidence prove that Class Counsel necessarily were hindered in their work on other cases due to their dedication of time and effort to the prosecution of this matter.").
- 38. **The customary fee**: As shown above, the customary fee is 40%, and Class Counsel is seeking less than that amount by seeking a fee of 1/3. *See supra* ¶¶ 30–33. 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.
- 39. 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 Indianola*, No. 21-CV-235-GLJ, Doc. 68 at 8 (E.D. Okla. Mar. 27, 2024) ("Class Counsel undertook this matter on a purely contingent fee basis (with the amount of any fee being subject to Court approval), assuming a risk that the matter would yield no recovery and leave them uncompensated. Courts consistently recognize that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees."). When successful, a contingent fee must significantly exceed an hourly fee to recognize the risk of a substantial financial loss if the plaintiff

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

- 40. **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.
- 41. The amount in controversy and the results obtained: The Parties had varying damage models, as is customary. And the \$825,000.00 in up-front cash represents a significant amount of the damages calculated by Plaintiffs' expert. The result obtained in a contingent fee case is by far the most important factor in determining the fee to award. *See Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (the "critical factor is the degree of success obtained"). Many class actions have settled for a lower proportionate recovery of actual damages recovered here, and in Oklahoma, some class actions have failed altogether. This factor supports the fee request.
- 42. The experience, reputation, and ability of the attorney: We have extensive experience with both class actions and royalty underpayment and late payment suits, as this Court has previously found. *See supra* ¶¶ 2–3. We believe our experience and skill have served the Class Members well, meriting an award of fees as requested. Moreover, in this case, we faced opposition from experienced counsel from a well-respected law firm regularly hired by large, sophisticated corporate defendants, including in these types of cases. This factor supports the fee request.
- 43. **The undesirability of the case**: Very few attorneys have the desire to take on the risks involved in class actions. That is even more so in oil-and-gas class actions, where a litigation battle is waged against a sophisticated oil-and-gas company. *See Indianola*, No. 21-CV-235-GLJ, Doc. 68 at 8 (E.D. Okla. Mar. 27, 2024) ("Compared to most civil litigation, this matter fits the "undesirable" test and no other law firms or plaintiffs have asserted these class claims against Defendant. Few law firms risk investing the time, trouble, and expenses necessary to prosecute this matter."). This factor supports the fee request.

- 44. The nature and length of the professional relationship with the client: This factor has little if any relevance here, but still supports the requested award. We worked with Class Representatives throughout the Litigation to prosecute these claims and Class Representatives zealously represented the Settlement Class. This factor supports the fee request.
- 45. **Awards in similar cases**: As shown above, the usual fee in the context of oiland-gas class action litigation like this is 40%—and, here, Class Counsel seeks less than that customary fee. This factor supports the fee request.
- 46. Overall, the factors, and certainly the most important factors, support the fee request for a fee of 1/3, which is less than the customary fee.

#### Litigation Expenses

- 47. The books and records of Bradford & Wilson PLLC reflect the expenses incurred for this case. Based on our oversight of the work in connection with the Litigation and our review of these records, we, Reagan E. Bradford and Ryan K. Wilson, believe them to constitute an accurate record of the expenses actually incurred by our firm in connection with the Litigation, and that all of the expenses were necessary to the successful conclusion of this case. The total expenses paid by Bradford & Wilson PLLC to date are \$21,336.48.
- 48. 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 \$20,000 in Litigation Expenses through the conclusion of this Litigation.

#### Administration, Notice, and Distribution Costs

49. The court-appointed Settlement Administrator, JND, has incurred \$21,231.69 in Administration, Notice, and Distribution Costs as of May 31, 2024. *See* Doc. 61-5, Keough

- Decl. at 5, ¶ 18. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Gross Settlement Fund.
- 50. JND estimates that it will require an additional \$50,890.31 in Administration, Notice, and Distribution Costs to complete the settlement process, for an overall total cost of \$72,122.00 in Administration, Notice, and Distribution Costs. *Id.*

#### Case Contribution Award

- Class Representatives were indispensable in this Litigation. *See* Doc. 28-3, Class Rep. Decls. Class Representatives engaged experienced counsel, significantly assisted with the Litigation, with the negotiation of the settlement, and with the process for completing and seeking approval of the Settlement. Additionally, Class Representatives searched and collected documents from their own records. When reason and common sense suggested mediating a resolution, Class Representatives assisted in the process to ensure it was fair, reasonable, fully adversarial, and non-collusive. Class Representatives have earned a Case Contribution Award, and 1–2% is common in oil-and-gas class actions in Oklahoma. *See*, *e.g.*, *Harris v. Chevron U.S.A.*, *Inc.*, *et al.*, No. 19-CV-355-SPS, Doc. 40 at 17 (E.D. Okla. Feb. 27, 2020) (The class representative's "request for an award of two percent is consistent with awards entered by Oklahoma state and federal courts, as well as federal courts across the country."); *Indianola*, No. 21-CV-235-GLJ, Doc. 68 at 11 (E.D. Okla. Mar. 27, 2024) ("The request for an award of 2% is consistent with awards entered in similar cases.").
- 52. Here, as set forth in the Notice, Class Representatives seek an overall case contribution award totaling \$16,500.00 which amounts to 2% of the Gross Settlement Fund. Having worked with Class Representatives throughout the Litigation, we fully support this request and believe the time and effort expended by Class Representatives merits a Case Contribution Award of this value.

Reagan E. Bradford

Ryan K. Wilson

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

Marvin B. Dinsmore, et al., on behalf of themselves and all others similarly situated,

Plaintiffs.

v.

Case No. CIV-22-352-GLJ

Scissortail Energy, LLC,

Defendant.

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

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

- 1. I am the Chief Executive Officer and President of JND Legal Administration ("JND"). 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.

<sup>&</sup>lt;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 March 25, 2024.

#### **CLASS MEMBER DATA**

- 4. On March 29, 2024, JND received a spreadsheet containing a total of 56,614 line items comprising owner names, mailing addresses, and other identifying owner information, as well as transaction details, and a second spreadsheet containing information relating to potential Class Members with escheated funds. On April 5, 2024, JND received a revised spreadsheet that identified a subset of 5,324 owner records for the purposes of establishing a notice population of potential Class Members. On April 19, 2024, JND received a further revision that included additional contact information for 49 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 142 records. JND also conducted advanced address research through TransUnion's TLO service on one (1) record with no address but for which sufficient information was available for research and did not identify an updated address. Of the 5,324 potential Class Member records, a mailing address could not be located for 2,536 records, leaving a total of 2,788 unique potential Class Members with a mailing address ("Initial Class Mailing List").

<sup>&</sup>lt;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 April 24, 2024, JND caused the mailed Notice of Settlement to be mailed via USPS first-class mail to the 2,788 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 456 notices that have been returned to JND as undeliverable at the address provided. JND re-mailed one (1) notice 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 151 Class Members. JND duly re-mailed the Notice of Settlement to those potential Class members for whom a new address was obtained. Of the notices forwarded or remailed in this manner, 18 have been returned as undeliverable.

#### **SUMMARY NOTICE**

9. JND caused the summary Notice of Settlement to be published on April 30, 2024, in *The Oklahoman* and *The Tulsa World*. Digital copies of the Notice of Settlement as seen in these publications are attached hereto as **Exhibit B**.

#### **SETTLEMENT WEBSITE**

- 10. On April 19, 2024, JND established a dedicated website (www.dinsmore-scissortail.com), which hosts copies of important case documents, including the Original Class Action Complaint, the Stipulation and Settlement Agreement, the Preliminary Approval Order, and the Notice of Settlement, and provides answers to frequently asked questions, as well as contact information for the Settlement Administrator. A copy of the Long Form Notice available on the website is attached hereto as **Exhibit C**.
- 11. As of the date of this Declaration, the website has tracked 216 unique users with 440 pageviews. JND will continue to update and maintain the website throughout the administration process and final approval process.

#### **TOLL-FREE INFORMATION LINE**

- 12. On April 23, 2024, JND established a case-specific toll-free telephone number (1-877-231-0647) 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 68 calls.

#### **REQUESTS FOR EXCLUSION**

- 14. The Notice of Settlement directs that Class Members who wish to opt out of the Settlement Class could do so by mailing a valid Request for Exclusion to the Settlement Administrator, Class Counsel, and Defendant's Counsel, so that it is received on or before June 19, 2024.
- 15. As of the date of this Declaration, JND has not received any Request for Exclusion from Class Members.

#### **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 June 19, 2024.

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

### **SETTLEMENT ADMINISTRATION COSTS**

18. As of May 31, 2024, JND had incurred \$21,231.69 in administration fees and costs. JND currently estimates the total cost of bringing the administration of the Settlement to completion will not exceed \$72,122.

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

Executed on June 12, 2024, at Seattle, Washington.

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 Scissortail Energy, LLC for **Oil-and-Gas Production Proceeds** from an Oklahoma Oil-and-Gas Well, You Could Be a Part of a **Proposed Class Action Settlement.** 

#### Who Is Included?

You are a member of the Settlement Class if, from November 28, 2017, to December 31, 2023, 1) you received payments for proceeds from Defendant for wells in the State of Oklahoma, or 2) your proceeds were sent as unclaimed property to a government entity by Defendant, and 3) your payment didn't include statutory interest. "Defendant" means Scissortail Energy, LLC. The Class has been preliminarily approved for settlement only. There are exclusions.

Dinsmore-Scissortail Settlement c/o JND Legal Administration PO Box 91398 Seattle, WA 98111



ID:

There is a proposed Settlement in a putative class action lawsuit filed against Scissortail Energy, LLC ("Defendant") called Dinsmore, et al. v. Scissortail Energy, LLC, No. 22-CV-352-GLJ, in the U.S. District Court for the Eastern District of Oklahoma. The Lawsuit claims Defendant failed to pay statutory interest on payments made outside the time periods of the Production Revenue Standards Act ("PRSA") for oil-and-gas production proceeds from wells in Oklahoma.

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

What does the settlement provide? The proposed Settlement provides monetary benefits of \$825,000.00 that will be distributed according to the terms of the Settlement Agreement, the documents referenced therein, and orders from the Court. Plaintiffs' 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. Plaintiffs will seek a contribution award of up to \$16,500.00 from the Settlement.

What are my legal rights? You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by June 19, 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 June 19, 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 July 10, 2024, at 10:30 a.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. You are not required to attend the hearing, but you or your lawyer may do so if you wish.



# Exhibit B

## Lewis

Continued from Page 4A

you to be selling things so that you can collect sales tax dollars for the city of Moore.' It ain't rocket science — it's pretty simple," Lewis' brother Tim said.

# 'The most experienced mayor in dealing with FEMA disasters'

In 1999, disaster struck in May of that year when an EF5 tornado killed more than 40 people and left a devastating trail of \$1 billion in damage.

In the wake of the 1999 tornado, Lewis became the public face of Moore, coordinating relief operations and often appearing on television stations broadcasting locally, nationally and internationally.

Then-President Bill Clinton came to visit Moore, telling Lewis that he was becoming "the most experienced mayor in dealing with FEMA disasters."

Moore proved resilient: Between 2000 and 2010, the city's population grew from 41,000 to 55,000, and the opening of the Warren Theatre in 2008 was "another star on our crown," Eddy said

But that post-1999 Moore renaissance was threatened after another disastrous EF5 tornado ripped through the city in May 2013, leaving \$2 billion in damage, destroying schools and swaths of homes, injuring hundreds and killing at least 25 people, including 10 children.

The deaths of so many children made the response to the 2013 tornado more emotionally difficult, but Lewis and other city leaders were prepared for what they needed to do again, thanks to the blueprint they'd already laid out for themselves after 1999.

When then-President Barack Obama visited Moore to see the damage himself



Glenn Lewis and his brother and business partner, Tim Lewis, pose inside Lewis Jewelers in 2017. THE OKLAHOMAN FILE

and offer assistance, federal emergency responders followed the city's lead, rather than the other way around.

### Legacy of integrity

Republican U.S. Rep. Tom Cole, who's lived in Moore for more than 60 years, said that when his family first moved there in 1960, the city was home to 1,700 people, compared to the 63,000 that live there today.

Cole praised Lewis' competence and leadership, calling his time as mayor "the most consequential in the history of Moore, without question."

"As a person who lives there, I think he's the best mayor in the state, I really do, over a long period of time, and he's been transformative," Cole previously told The Oklahoman.

"If you look at the quality of life in the city, the public works that have been done and particularly the economic development he's attracted, it's just unparalleled.

"It's just one success after another; and the sidewalks, the roads, it's all been done systematically within budgets, no financial crisis. It's like Moore having its own MAPS program or something."

City leadership also credit Lewis with helping keep the city thriving and unified over the years. His brother thinks it was because he was uniquely qualified to do so.

"He was very educated in municipal management and what that entails, instead of just kissing babies and cutting "As a person who lives there, I think he's the best mayor in the state, I really do, over a long period of time, and he's been transformative."

Republican U.S. Rep. Tom Cole

ribbons, that's for sure," Tim Lewis told The Oklahoman.

"And you know, that unimpeachable integrity that really has built our (jewelry) business here, he took that to that City Hall, and lo and behold, it transfers pretty nicely."

Eddy, who retired after 17 years as Moore's longest-serving city manager in 2016, also believes that Lewis is the longest-serving mayor in the central Oklahoma region, if not the entire state. (The Oklahoman determined that Lewis' closest counterpart in longevity might be Larry Thoma, who served as mayor of Elgin for 25 years from 1997 to 2022.)

Lewis is so highly regarded that, in 2021, city councilmembers unanimously voted to rename a portion of SW 25 Boulevard into Glenn Lewis Boulevard, which is near the Costco that the mayor helped attract to the area.

"I just wanted to make sure the government keeps going in a positive direction and that the citizens are well taken care of. That's the most important part, and a lot of people lose sight of that," Glenn Lewis told The Oklahoman earlier this year.

"It's not about city government, it's not about municipal government at all. It's about the citizens.

"They're the customers, and you've got to take care of the customers. So, as long as we keep doing that, we'll have done our job well."

## Levit

Continued from Page 4A

nonprofits, including the Tulsa Regional Chamber Board of Directors, American Song Archives and Arts Alliance Tulsa, among others.

"I'm humbled by the opportunity to

serve the students of Oklahoma as a regent for higher education," Levit said. "Looking ahead, I'm filled with optimism for the future of higher education and committed to helping Oklahoma remain and grow as a hub for innovation and excellence.

"I'm grateful to Governor Stitt for entrusting me with this important responsibility."

# Departing regent Holloway served 11 years in that role

Holloway, whom Levit is succeeding, was appointed by then-Gov. Mary Fallin in 2013 to fill an unexpired term and reappointed by Fallin for a full term in 2015.

During a meeting in Durant on April 25, regents designated Holloway as a

"state regent emeritus."

"Regent Holloway understands the value of our higher education system for both individual Oklahomans and for our state," state higher education Chancellor Allison Garrett said. "A champion for students, her unique perspective as an adult learner has benefitted our work to help more Oklahomans achieve their dreams. She will be deeply missed."



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## LEGAL NOTICE

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

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

The attorneys and law firms who represent the Class as Class Counsel are Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC and James

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were sent as unclaimed property to a government entity by Defendant: and (2) who have not already been paid statutory interest on the Late Payments. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10(B)(1) (e.g., commencing not later than six (6) months after the date of first sale, and thereafter not later than the last day of the second succeeding month after the end of the month within which such production is sold). Late Payments do not include: (a) payments of proceeds to an owner under Okla. Stat. tit. 52, § 570.10(B)(3) (minimum pay) or

Excluded from the Class are: (1) Defendant, its parents, 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 Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (4) Jack Mattingly, Kay Mattingly, Mike Healy Trust, f/k/a Mike Healy, d/b/a MCR Investments, C.E. Garrett, G&W, a Partnership, J.W. McTeirnan, Maxine Reynolds, Trustee of the Roy J. Reynolds and Maxine M. Reynolds Revocable Trust of 10/30/2020, and J.W. McTiernan.

(b) prior period adjustments

The Claim Period means checks or payments made or issued by Defendant dated between and including November 28, 2017, through December 31, 2023, subject to the terms of this Settlement Agreement regarding Released Claims. The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on allegedly late payments under Oklahoma law. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court did not decide which side is right. Defendant means Scissortail Energy, LLC.

On March 25, 2024, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiffs' Attorneys' Fees and Litigation Expenses, Case Contribution Awards, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund. can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement

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

## What Are My Legal Rights?

- <u>Do Nothing, Stay in the Class, and Receive</u>
  <u>Benefits of the Settlement:</u> If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement.
- Stay in the Settlement Class, But Object to All or Part of the Settlement: You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Plaintiffs' Counsel and Defendant's Counsel no later than June 19, 2024, at 5 p.m. CT.
- Exclude Yourself from the Settlement Class: To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, 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 June 19, 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 July 10, 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 Plaintiffs' Attorneys' Fees and Litigation Expenses and other costs, including Case Contribution Awards. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.dinsmore-scissortail.com to confirm no change to the date and time of the Hearing has been made.

This notice provides only a summary.

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

Visit: www.dinsmore-scissortail.com

Call Toll-Free: 1-877-231-0647

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

1-877-231-0647

**SPORTS B6** | TUESDAY, APRIL 30, 2024 TULSA WORLD

## **OU MEN'S BASKETBALL**



LAURENCE KESTERSON, ASSOCIATED PRESS FILE

Providence guard Brycen Goodine (12) in action during an NCAA college basketball game against Villanova, Tuesday, March 1, 2022, in Villanova, Pa.

# Sharpshooting transfer commits to Oklahoma

#### **MASON YOUNG** Tulsa World

Former Fairfield guard Brycen Goodine is transferring to Oklahoma, he announced Monday.

Goodine becomes the third transfer landed by coach Porter Moser and the OU men's basketball program this offseason, joining guards Kobe Elvis (Dayton) and Jadon Jones (Long Beach

A 6-foot-4, 180-pound rising sixth-year senior, Goodine will have one year of eligibility remaining in Norman. Last season, his second at Fairfield, Goodine averaged a career-high 13.9 points per game plus three rebounds and 1.4 assists.

Goodine shot 53.6% from the floor, 46.7% from 3-point range and 76.1% from the free-throw line. His 3-point percentage ranked 19th nationally among all players in 2023-24. He scored a season-high 40 points on eight 3-pointers in a January game against Siena.

Prior to Fairfield, Goodine

then transferred to Providence for two seasons. He then jumped to Fairfield but missed all but four games during the 2022-23 season after suffering a season-ending

With Goodine's pledge, OU has now shored up its backcourt depth after losing Milos Uzan (Houston), Otega Oweh (Kentucky) and Javian McCollum (Georgia Tech) to the transfer portal, plus Le'Tre Darthard and Maks Klanjscek to

Now, the Sooners have two remaining scholarships with which to address their frontcourt situation, potentially with transfer targets such as Clemson forward RJ Godfrey and Oklahoma State center Brandon Garrison.

Coming out of St. Andrews School in New Bedford, Massachusetts, Goodine was ranked a four-star recruit, the No. 1 player in his state and the No. 15 shooting guard in the country for the class of 2019, per the 247Sports Com-

started his career at Syracuse, mason.young@tulsaworld.com

# WNBA teams look to build strength, chemistry in camp

DOUG FEINBERG

NEW YORK - The New York Liberty know how tough it is to put together a talented roster, have players jell in their first year together and win a title.

They fell just short last year, losing to the Las Vegas Aces in the WNBA Finals.

As training camp opened Sunday, New York's starting five from last season was healthy and practicing. That wasn't the case a year ago.

"We know what happened last year and the fact we didn't achieve our goal will motivate us, but it's not what we're thinking about the entire season," Breanna Stewart said. "I'm really excited to get things going with a new and old group and build the year under our belt, what are we going to do bigger on and off the

Sabrina Ionescu already sees a change in the team after the first day of practice.

"I know at this time last year I was meeting Courtney (Vandersloot) as a teammate for the first

to grow so much as a group and having a returning starting five helps so much that we're building from last year."

Chemistry is key when it comes to winning a title.

The Aces have won two straight titles with their core of A'ja Wilson, Kelsey Plum, Jackie Young and Chelsea Gray.

The team enjoys spending time together on and off the court and have a real camaraderie.

"I know a lot of people may get annoyed by us or maybe say we're fake or we're doing this for cameras," Wilson said last year during the finals. "But, no, that's really us. The biggest thing is our joy, how we play and how much fun we have."

Las Vegas did lose a piece of chemistry. Now most of us have a their championship group when Candace Parker announced her retirement on Sunday before practice began.

of major additions to the Storm during camp.

Parker's former longtime Los Angeles Sparks teammate Nneka Ogwumike is getting a fresh start time," she said. "Having one year in Seattle this year after signing under our belt, training camp as a free agent. Ogwumike and

feels different. We've been able Skylar Diggins-Smith, who also signed as a free agent, will pair with Jewell Loyd in hopes of bringing the Storm their own talented trio to lead the team back to the playoffs and potentially be championship contenders.

"We don't have the luxury like some other teams who has a core or had a core that stayed together," Diggins-Smith said.

She was excited for her first day after missing last year while on maternity leave.

"I had a gap year last year," Diggins-Smith said. "Lot of learning and information. Try to pay attention as much as you can to retain. Good to have that moment when you're out here together and can get started."

While the Liberty and Storm have built their teams mostly through free agency, the Aces and Indiana Fever have used the draft. Las Vegas had three straight No. 1 choices from 2017-Seattle has welcomed a couple 19 when they took Plum, Wilson and Young.

Indiana has now had the last two top picks, taking the reigning Rookie of the Year Aliyah Boston in 2023 and Caitlin Clark this year. The two Fever stars are already building their chemistry.

## **OU WOMEN'S BASKETBALL**

# Sooners land All-American through transfer portal

**ERIC BAILEY** Tulsa World

Raegan Beers, considered the top target in the women's basketball transfer portal, announced next season. Monday she will continue her career at Oklahoma.

It's a huge get for OU coach Jennie Baranczyk. Beers is a 6-foot-4 sophomore forward who averaged 17.5 points and 10.3 rebounds for Oregon State All-America honors.

from the field and will provide it's time for the next chapter in the post presence sorely needed for the Sooners, who will move to the Southeastern Conference

In a video announcing her decision, Beers mentions growing up playing basketball in a neighborhood cul-de-sac against family with dreams of playing for something greater.

"I went from the cul-de-sac to last season en route to third-team Corvallis to Pac-12 freshman of the year and Sixth Person of the She averaged 66.4% shooting Year to All-American. But now eric.bailey@tulsaworld.com

my life and my career," she said. "I learned from an early age that I have to work for everything. I learned the importance of loving the process.

And that process has led me here: A place that emphasizes the importance of loving the game, loving to compete and loving Oklahoma. I may be just a kid from the cul-de-sac in Colorado, but deep down, I'm a Sooner."



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Published in The Tulsa World, Tulsa County, Oklahoma, April 30, 2024 LEGAL NOTICE

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

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

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were sent as unclaimed property to a government entity by Defendant; and (2) who have not already been paid statutory interest on the Late Payments. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10(B)(1) (e.g., commencing not later than six (6) months after the date of first sale, and thereafter not later than the last day of the second succeeding month after the end of the month within which such production is sold). Late Payments do not include: (a) payments of proceeds to an owner under Okla. Stat. tit. 52, § 570.10(B)(3) (minimum pay) or (b) prior period adjustments.

Excluded from the Class are: (1) Defendant, its parents, 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 Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (4) Jack Mattingly, Kay Mattingly, Mike Healy Trust, f/k/a Mike Healy, d/b/a MCR Investments, C.E. Garrett, G&W, a Partnership, J.W. McTeirnan, Maxine Reynolds, Trustee of the Roy J. Reynolds and Maxine M. Reynolds Revocable Trust of 10/30/2020, and J.W. McTiernan.

The Claim Period means checks or payments made or issued by Defendant dated between and including November 28, 2017, through December 31, 2023, subject to the terms of this Settlement Agreement regarding Released Claims. The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on allegedly late payments under Oklahoma law. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court did not decide which side is right. Defendant means

Scissortail Energy, LLC. On March 25, 2024, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiffs' Attorneys' Fees and Litigation Expenses, Case Contribution Awards, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement.

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

## What Are My Legal Rights?

- · Do Nothing, Stay in the Class, and Receive Benefits of the Settlement: If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement.
  - Stay in the Settlement Class, But Object to All or Part of the Settlement: You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Plaintiffs' Counsel and Defendant's Counsel no later than June 19, 2024, at 5 p.m. CT.
- Exclude Yourself from the Settlement Class: To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, 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 June 19, 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 July 10, 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 Plaintiffs' Attorneys' Fees and Litigation Expenses and other costs, including Case Contribution Awards. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.dinsmore-scissortail.com to confirm no change to the date and time of the Hearing has been made.

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

Visit: www.dinsmore-scissortail.com

Call Toll-Free: 1-877-231-0647 Or write to: Dinsmore v. Scissortail Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91398 Seattle, WA 98111

> Published in the Tulsa World. Tulsa County, Oklahoma, 30/04/2024

# Exhibit C

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

Marvin B. Dinsmore, et al., on behalf of themselves and all others similarly situated,	
Plaintiffs,	Case No. CIV-22-352-GLJ
Scissortail Energy, LLC,	
Defendant.	

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

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

If you belong to the Settlement Class and this Settlement is approved, your legal rights will be affected. Read this Notice carefully to see what your rights are in connection with this Settlement.<sup>1</sup>

Because you may be a member of the Settlement Class in the Litigation captioned above and described below ("the Litigation"), the Court has directed this Notice to be provided for you. Defendant Scissortail Energy, LLC's ("Defendant" or "Scissortail") records show you are an owner in Oklahoma well(s) for which Scissortail 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.dinsmore-scissortail.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

Ouestions? Visit www.dinsmore-scissortail.com or call toll-free at 1-877-231-0647

<sup>&</sup>lt;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.dinsmore-scissortail.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

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

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

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were sent as unclaimed property to a government entity by Defendant; and (2) who have not already been paid statutory interest on the Late Payments. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10(B)(1) (e.g., commencing not later than six (6) months after the date of first sale, and thereafter not later than the last day of the second succeeding month after the end of the month within which such production is sold). Late Payments do not include: (a) payments of proceeds to an owner under Okla. Stat. tit. 52, § 570.10(B)(3) (minimum pay) or (b) prior period adjustments.

Excluded from the Class are: (1) Defendant, its parents, 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 Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (4) Jack Mattingly, Kay Mattingly, Mike Healy Trust, f/k/a Mike Healy, d/b/a MCR Investments, C.E. Garrett, G&W, a Partnership, J.W. McTeirnan, Maxine Reynolds, Trustee of the Roy J. Reynolds and Maxine M. Reynolds Revocable Trust of 10/30/2020, and J.W. McTiernan.

The Claim Period means checks or payments made or issued by Defendant dated between and including November 28, 2017, through December 31, 2023, subject to the terms of this Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Class, you may contact the Settlement Administrator at:

Dinsmore v. Scissortail Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91398 Seattle, WA 98111 Call Toll-Free: 1-877-231-0647

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

#### I. General Information About the Litigation

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

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

On March 25, 2024, the Court preliminarily approved a Settlement in the Litigation between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. This approval and this Notice are not an expression of opinion by the Court as to the merits of any of 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 Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00) in cash ("Gross Settlement Fund"). In exchange for this payment and other consideration outlined in the Settlement Agreement, the Settlement Class shall release the Released Claims (as defined in the Settlement Agreement available for review and download at www.dinsmore-scissortail.com) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiffs' Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, Case Contribution Awards, and any other costs approved by the Court (the "Net Settlement Fund"), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement.

Class Counsel intends to seek an award of Plaintiffs' Attorneys' Fees of not more than 40% of the Gross Settlement Fund. Co-Lead Class Counsel Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson and Co-Lead Class Counsel James U. White, Jr. of James U. White, Jr., Inc., have been litigating this case without any payment whatsoever, advancing thousands of dollars in expenses. At the Final Fairness Hearing, Plaintiffs' Counsel will also seek reimbursement of the litigation and administration expenses incurred in connection with the prosecution of this Litigation and that will be incurred through final distribution of the Settlement, which is estimated to be approximately \$110,000.00. In addition, Plaintiffs intend to seek a case contribution award for their representation of the Class, which total combined amount will not exceed \$16,500.00, to compensate Plaintiffs for their time, expense, risk, and burden as serving as Class Representatives.

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

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at www.dinsmore-scissortail.com. This website will eventually include this Notice, the Plan of Allocation, and Plaintiffs' Counsel's application for Plaintiffs' Attorneys' Fees and Litigation Expenses and other costs. You may also receive information about the progress of the Settlement by visiting the website at www.dinsmore-scissortail.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 July 10, 2024, beginning at 10:30 a.m., before the Honorable Gerald L. Jackson, U.S. Magistrate Judge for the Eastern District of Oklahoma,

Ouestions? Visit www.dinsmore-scissortail.com or call toll-free at 1-877-231-0647

101 North 5th Street, Muskogee, Oklahoma 74401. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check www.dinsmore-scissortail.com to confirm no change to the date and time of the hearing has been made. At the Fairness Hearing, the Court will consider: (a) whether the Settlement is fair, reasonable, and adequate; (b) any timely and properly raised objections to the Settlement; (c) the Allocation Methodology; (d) the application for Plaintiffs' Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs; and (e) the application for Case Contribution Awards for the Class Representatives.

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

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

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

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

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

If you do not wish to be a member of the Settlement Class, then you must exclude yourself from the Settlement Class by mailing a Request for Exclusion. All Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *Dinsmore*, et al. v. Scissortail Energy, LLC; and (iii) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be mailed by certified mail, return receipt requested, and received no later than 5:00 p.m. CT on June 19, 2024, at the addresses set forth below, as follows:

Settlement Administrator	Class Counsel	
Dinsmore v. Scissortail Settlement	Reagan E. Bradford	
c/o JND Legal Administration,	Ryan K. Wilson	
Settlement Administrator	Bradford & Wilson PLLC	
P.O. Box 91398	431 W. Main Street, Suite D	
Seattle, WA 98111	Oklahoma City, OK 73102	
Defendant's Counsel		
Bradley W. Welsh	Terry D. Ragsdale	
CROWE & DUNLEVY	GABLE GOTWALS	
222 North Detroit Avenue, Suite 600	110 North Elgin Ave., Suite 200	
Tulsa, OK 74120	Tulsa, OK 74120	

If you do not follow these procedures—including mailing the Request for Exclusion so that it is received by the deadline set out above—you will not be excluded from the Settlement Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims. You must exclude yourself even if you already have a pending case against any of the Released Parties based upon any Released Claims during the Claim Period. You cannot exclude yourself on the website, by telephone, facsimile, or by e-mail. If you validly request exclusion as described above, you will not receive any distribution from the Net Settlement Fund, you cannot object to the Settlement, and you will not have released any claim against the Released Parties. You will not be legally bound by anything that happens in the Litigation.

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

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiffs' Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for Case Contribution Awards to Class Representatives may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendant's Counsel a written objection containing the following: (a) a heading referring to Dinsmore, et al. v. Scissortail Energy, LLC, No. 22-CV-352-GLJ, United States District Court for the Eastern District of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with Defendant; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which Defendant remitted oil and gas proceeds (by well name, payee well number, and county in which the well is located)

during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiffs' Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Awards sought by Class Representatives or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Plaintiffs' Counsel and Defendant's Counsel, via certified mail return receipt requested, and received **no later than 5 p.m. CT on June 19, 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 Muskogee, Oklahoma 74401

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

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

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

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

This Notice summarizes the Settlement Agreement, which sets out all of its terms. You may obtain a copy of the Settlement Agreement with its exhibits, as well as other relevant documents, from the settlement website for free at www.dinsmore-scissortail.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 <a href="www.pacer.gov/">www.pacer.gov/</a>. 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  $\it NOT$  CONTACT THE JUDGE OR THE COURT CLERK ASKING FOR INFORMATION REGARDING THIS NOTICE.

GERALD L. JACKSON UNITED STATES MAGISTRATE JUDGE

#### **Estimated Net Settlement Amount to Class Members**

Lotinated Net bettleme	ne Amount to class Wembers
_	Estimated Net Settlement
Owner Number	Amount to Class Members
000035	De Minimis
000069	De Minimis
000090	De Minimis
000100	\$27.76
000103	De Minimis
000107	De Minimis
000150	\$5.34
000159	De Minimis
000163	De Minimis
000219	De Minimis
000220	De Minimis
000239	De Minimis
000242	\$9.51
000252	\$14.70
000259	De Minimis
000281	De Minimis
000289	\$8.50
000292	\$50.36
000295	De Minimis
000296	De Minimis
000301	\$27.70
000303	De Minimis
000308	De Minimis
000316	De Minimis
000386	De Minimis
000387	De Minimis
000389	De Minimis
000390	De Minimis
000392	De Minimis
000393	De Minimis
000461	\$136.19
000468	\$111.22
000475	De Minimis
000510	De Minimis
000511	\$122.24
000512	\$53.55
000546	\$363.67
000601	De Minimis
000607	\$12.46
000681	\$532.28
000687	De Minimis
000710	\$18.56
000767	\$5.38

De Minimis

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 000878 De Minimis 000891 De Minimis 000899 De Minimis 000925 De Minimis 000968 \$6.05 000975 De Minimis 000984 De Minimis 001025 De Minimis De Minimis 001028 001046 \$356.15 001049 De Minimis 001050 \$7.13 001051 \$113.61 001055 De Minimis 001058 De Minimis 001059 \$19.47 001062 De Minimis 001063 De Minimis 001064 \$12.80 001065 \$33.09 001066 \$9.74 001067 \$396.84 001081 De Minimis 001140 De Minimis \$430.12 001144 001155 \$8.38 001159 De Minimis 001161 \$6.82 001179 De Minimis 001193 De Minimis \$17.04 001198 001201 De Minimis De Minimis 001202 001219 \$550.52 001230 \$5.84 001231 \$12.31 001238 \$82.96 001239 \$155.10 001240 \$173.45 001242 De Minimis De Minimis 001243 001245 \$83.13

De Minimis

De Minimis

001250

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 001284 De Minimis 001294 De Minimis 001296 De Minimis 001298 De Minimis 001312 De Minimis 001326 De Minimis \$8.88 001327 001337 De Minimis De Minimis 001358 001359 De Minimis 001364 De Minimis 001365 \$37.03 \$7.03 001366 De Minimis 001368 001370 De Minimis 001379 De Minimis \$12.61 001443 001496 De Minimis 001502 De Minimis 001513 De Minimis 001539 De Minimis De Minimis 001544 \$11.73 001549 001550 De Minimis 001552 De Minimis 001563 De Minimis De Minimis 001564 001591 De Minimis 001593 De Minimis 001594 De Minimis \$5.14 001600 001602 \$12.78 De Minimis 001605 001625 De Minimis 001636 \$165.20 001638 \$15.92 De Minimis 001640 \$16.22 001652 \$9.99 001657 001658 \$5.11 De Minimis 001667 De Minimis 001699 001703 \$16.21

De Minimis

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#### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement Owner Number Amount to Class Members** 001708 De Minimis 001710 De Minimis 001713 De Minimis 001716 De Minimis 001717 De Minimis 001720 De Minimis 001721 De Minimis 001722 De Minimis 001723 De Minimis 001726 De Minimis 001727 De Minimis 001728 De Minimis 001730 De Minimis \$13.88 001735 001737 De Minimis 001739 De Minimis \$15.35 001740 De Minimis 001741 De Minimis 001775 001779 De Minimis 001781 \$23.99 De Minimis 001789 001792 De Minimis 001809 De Minimis 001816 De Minimis 001824 \$12.27 001832 De Minimis 001833 De Minimis 001836 De Minimis 001841 De Minimis 001843 De Minimis 001847 De Minimis De Minimis 001848 001850 \$45.30 001860 \$12.48 001864 \$7.44 \$7.44 001866 001890 \$8.06 001899 De Minimis 001901 De Minimis \$611.59 001905 001926 De Minimis 001937 \$5.64

\$14.88

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 001973 De Minimis 001974 De Minimis 001985 \$5.17 002003 \$28.27 002005 De Minimis 002030 \$84.83 \$1,755.05 002040 002054 \$17.57 De Minimis 002069 002085 \$77.83 \$5.51 002100 002203 \$12.78 002229 De Minimis 002258 De Minimis \$142.08 002312 002366 \$7.18 002376 De Minimis 002379 De Minimis 002380 De Minimis 002396 De Minimis 002403 De Minimis 002547 \$52.17 \$90.18 002549 002550 \$45.12 \$45.12 002551 002567 De Minimis \$16.36 002635 002783 \$6.20 002842 De Minimis 002923 De Minimis 002924 De Minimis 002950 \$39.52 002951 De Minimis 002974 \$14.06 002986 \$6.16 003000 \$10.14 003029 De Minimis 003031 De Minimis

De Minimis

De Minimis De Minimis

De Minimis

\$6.42

\$18.62

003052

003083

003139 003181

003189

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

<b>Estimated Net Settlement Amount to Class Members</b>	
<b>Estimated Net Settlement</b>	
<b>Amount to Class Members</b>	
De Minimis	
De Minimis	
De Minimis	
\$1,122.19	
De Minimis	
De Minimis	
De Minimis	
\$104.51	
\$40.21	
\$18.74	
\$15.23	
De Minimis	
\$9.50	
De Minimis	
\$65.70	
De Minimis	
De Minimis	
\$16.63	
De Minimis	
De Minimis	
\$62.47	
\$15.50	
\$26.85	
De Minimis	
\$464.24	
De Minimis	
\$12.17	
\$261.93	
\$6.48	
\$12.64	
\$10.55	
De Minimis	
\$19.01	
\$16.81	
\$7.35	
\$12.64	
\$113.61	
\$53.98	
\$14.08	
De Minimis	

\$16.63

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#### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 004044 De Minimis 004045 De Minimis 004049 \$165.70 004053 \$47.35 004063 De Minimis 004065 De Minimis 004066 De Minimis 004093 De Minimis \$6.94 004094 004095 De Minimis 004100 De Minimis 004145 De Minimis 004147 De Minimis 004212 De Minimis \$17.40 004316 004318 \$52.19 004391 \$24.64 004394 \$5.68 004399 De Minimis 004404 \$5.80 004442 \$33.94 004443 \$33.94 004509 De Minimis 004510 De Minimis 004511 De Minimis 004536 De Minimis 004609 \$77.04 004630 \$387.40 004658 De Minimis 004856 De Minimis \$7.08 004882 004913 \$6.65 De Minimis 004929 004939 De Minimis 004942 \$14.19 005067 \$12.75 \$12.79 005068 005069 De Minimis 005231 \$1,317.52 005232 \$6.64 De Minimis 005241 005244 \$14.01 005287 \$37.27

\$5.98

#### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members	
	Estimated Net Settlement
Owner Number	Amount to Class Members
005297	\$17.66
005304	\$151.52
005306	De Minimis
005372	\$47.19
005373	De Minimis
005423	\$6.99
005424	\$8.14
005471	De Minimis
005473	De Minimis
005474	De Minimis
005475	De Minimis
005477	\$36.96
005478	De Minimis
005514	\$108.37
005595	De Minimis
005601	De Minimis
005667	\$9.84
005702	De Minimis
005711	De Minimis
005712	De Minimis
005851	\$8.61
005929	De Minimis
006001	De Minimis
006043	De Minimis
006050	\$90.58
006056	De Minimis
006237	De Minimis
006243	De Minimis
006329	De Minimis
006335	\$108.00
006340	\$129.36
006342	De Minimis
006343	\$112.46
006350	\$56.23
006352	\$56.23
006353	\$56.23
006354	\$56.23
006355	\$22.48
006356	\$22.48
006357	\$22.48
006358	\$22.48
006359	\$11.22
006360	De Minimis
006364	\$5.60

#### **Estimated Net Settlement Amount to Class Members**

	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
006365	\$6.75
006366	\$6.75
006367	\$6.75
006369	\$5.80
006372	De Minimis
006374	De Minimis
006526	De Minimis
006530	De Minimis
006531	De Minimis
006532	De Minimis
006533	De Minimis
006534	De Minimis
006829	\$15.88
006830	\$42.61
006835	De Minimis
006864	De Minimis
006900	De Minimis
006973	De Minimis
006980	De Minimis
006981	De Minimis
006988	\$8.41
006994	\$45.10
007012	\$142.57
007017	\$11.47
007018	De Minimis
007130	De Minimis
007131	\$6.48
007241	De Minimis
007242	De Minimis
007768	\$53.99
007795	\$6.99
007803	De Minimis
007915	\$14.81
007916	\$14.80
008100	De Minimis
008343	\$37.58
008422	De Minimis
008485	\$144.49
008510	\$9.97
008927	\$55.57
008982	\$5.34
008983	De Minimis
009044	\$6.46
009050	De Minimis

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#### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 009054 \$170.37 009229 \$91.55 009234 De Minimis 009242 De Minimis 009246 De Minimis 009251 \$26.80 009272 De Minimis 009273 De Minimis \$17.35 009301 009307 De Minimis 009351 De Minimis 009354 De Minimis 009360 De Minimis De Minimis 009361 009377 De Minimis 009378 \$41.09 De Minimis 009392 009426 De Minimis 009427 De Minimis 009445 \$22.18 009474 \$32.47 009560 \$7.50 \$94.48 009561 009582 De Minimis 009596 De Minimis 009656 De Minimis De Minimis 009660 009673 De Minimis 009674 De Minimis 009695 De Minimis 009702 De Minimis 009705 De Minimis De Minimis 009748 009757 \$5.54 009760 De Minimis 009762 \$60.56 De Minimis 009804 009806 \$60.30 009834 \$69.84 009835 De Minimis De Minimis 009836 009861 De Minimis 009883 De Minimis

\$12.39

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 010003 \$27.95 010006 De Minimis 010050 De Minimis 010060 De Minimis 010101 De Minimis 010104 De Minimis \$8.32 010123 010160 De Minimis De Minimis 010164 011002 De Minimis 011009 De Minimis 011011 \$10.09 011021 De Minimis 011027 De Minimis 011029 De Minimis 011031 De Minimis 011032 De Minimis 011033 De Minimis 011035 \$14.32 011036 \$14.32 011039 De Minimis \$53.08 011048 011061 \$10.77 011064 \$38.21 011068 \$9.57 011071 \$53.61 011077 \$14.32 011078 \$8.70 011082 De Minimis 011093 \$7.29 011096 \$7.29 011098 De Minimis De Minimis 011100 011103 De Minimis 011106 De Minimis 011108 \$458.72 011115 \$53.54 \$11.82 011116 011127 \$11.82 011135 \$54.40 De Minimis 011141 011142 \$7.70

De Minimis

De Minimis

011146

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 011156 \$7.70 011162 \$30.28 011163 \$12.11 011167 \$10.54 011176 De Minimis 011180 De Minimis \$17.84 011191 011200 \$14.00 011202 \$28.03 011212 \$45.67 011256 \$966.34 011307 \$13,901.89 011308 \$2,209.92 \$2,209.92 011309 011322 \$95.18 011323 \$8.08 011330 De Minimis 011359 \$5.90 \$5.76 011361 011362 \$5.76 011364 De Minimis \$15.45 011384 011385 De Minimis 011388 \$10.50 011389 \$15.20 011406 De Minimis 011413 De Minimis 011414 De Minimis 011431 De Minimis 011433 De Minimis 011434 De Minimis 011440 De Minimis De Minimis 011461 011497 De Minimis 011501 \$144.30 011502 De Minimis 011503 De Minimis De Minimis 011520 011547 \$13.57 011548 \$13.57 \$92.66 011551 \$13.41 011554 011556 \$5.38

\$5.82

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
011597	De Minimis
011602	De Minimis
011604	\$12.13
011607	De Minimis
011610	\$127.43
011611	\$17.10
011612	\$17.10
011613	\$103.27
011617	De Minimis
011618	\$169.94
011650	\$552.73
011657	De Minimis
011659	\$20.79
011669	\$16.76
011671	De Minimis
011861	De Minimis
011869	\$12.00
011872	\$8.18
011876	\$8.93
011896	De Minimis
011902	De Minimis
011903	De Minimis
011934	De Minimis
011944	De Minimis
011952	\$5.50
011955	De Minimis
012801	\$66.65
012803	De Minimis
012804	De Minimis
012805	De Minimis
012811	De Minimis
012812	\$7.49
012816	De Minimis
012818	De Minimis
012820	De Minimis
012821	De Minimis
012822	\$14.62
012823	De Minimis
012828	\$6.37
012829	\$22.79
012833	De Minimis
012834	\$8.83
012837	\$176.07
012839	De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 012842 \$59.16 012843 De Minimis 012844 De Minimis 012847 \$818.71 012850 \$124.07 012852 De Minimis \$5.87 012853 012854 De Minimis \$7.26 012856 012857 De Minimis 012858 \$153.16 012864 \$6.74 012865 \$12.23 \$11.94 014156 015220 De Minimis 017066 De Minimis De Minimis 018303 018403 De Minimis 020678 \$8.94 020753 \$41.34 020923 De Minimis \$375.12 025812 038020 De Minimis 038059 \$54.28 040570 De Minimis 040692 \$7.42 \$189.59 041094 043389 De Minimis 043965 De Minimis 045340 \$7.04 045746 \$20.60 045758 De Minimis 046043 \$1,094.15 046241 De Minimis 046243 De Minimis 047460 \$12.70 De Minimis 047785 047790 De Minimis 048931 De Minimis 065607 \$16.16 068476 De Minimis 101020 De Minimis 101200 De Minimis

De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	t Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
103624	De Minimis
104016	\$947.70
107335	De Minimis
108250	De Minimis
108255	\$91.59
120016	\$5.83
121383	\$35.28
121995	\$775.85
122008	\$142.08
122019	\$10.41
122041	De Minimis
122053	De Minimis
122066	\$130.02
122069	De Minimis
122120	De Minimis
122121	De Minimis
122168	De Minimis
122170	De Minimis
122172	\$11.64
122186	De Minimis
122188	\$259.36
122267	De Minimis
122300	De Minimis
122301	De Minimis
122307	\$8.71
122385	\$7.43
122390	\$54.95
122405	\$10.50
122439	\$21.31
122503	\$5.11
122504	De Minimis
122509	De Minimis
122512	\$27.46
122515	De Minimis
122516	De Minimis
122517	De Minimis
122522	\$5.57
122543	De Minimis
122806	De Minimis
123068	\$43.82
123100	\$21.66
123168	De Minimis
123170	\$10.98
123244	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	t Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
123258	\$81.12
123263	De Minimis
123330	\$6.83
123357	\$7.67
123480	\$808.33
123518	De Minimis
123631	\$72.22
123643	De Minimis
123715	De Minimis
123736	De Minimis
123973	De Minimis
123994	\$44.78
123999	De Minimis
124008	\$72.22
124013	\$39.28
124015	De Minimis
124025	\$32.26
124034	De Minimis
124035	De Minimis
124046	\$5.11
124058	\$6.35
124120	\$7.64
124122	De Minimis
124160	De Minimis
124173	De Minimis
124202	\$6.47
124203	\$5.60
124211	\$5.34
124244	\$6.65
124277	\$49.29
124281	De Minimis
124303	\$15.80
124309	\$10.50
124318	De Minimis
124324	\$10.50
124331	\$32.19
124332	\$30.01
124349	De Minimis
124356	De Minimis
124367	\$5.85
124392	\$8.68
124399	\$37.58
124405	\$16.63
124421	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Ame	varie to class Wichibers
Owner Number	Estimated Net Settlement Amount to Class Members
124431	De Minimis
124435	De Minimis
124436	De Minimis
124438	De Minimis
124440	De Minimis
124451	De Minimis
124455	\$8.37
124471	\$62.79
124499	\$5.56
124500	\$5.60
124520	De Minimis
124521	\$36.67
124524	\$71.04
124528	De Minimis
124532	\$44.45
124537	\$15.89
124552	De Minimis
124555	\$7.94
124564	\$32.19
124565	\$7.43
124599	De Minimis
124606	De Minimis
124623	De Minimis
124629	\$10.78
124634	De Minimis
124640	\$37.24
124649	\$5.11
124656	De Minimis
124668	De Minimis
124696	De Minimis
124720	\$33.96
124728	De Minimis
124746	\$44.27
124749	De Minimis
124770	De Minimis
124772	De Minimis
124777	De Minimis
124828	\$23.54
125448	\$56.83
125480	\$14.14
125481	\$11.84
125711	De Minimis
125767	De Minimis
125775	\$22.32

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemer	it Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
125843	De Minimis
125844	\$35.17
126825	De Minimis
126826	\$83.39
126827	\$57.24
127201	\$30.41
127565	De Minimis
127572	De Minimis
128034	\$85.13
128232	\$7.67
128697	De Minimis
129031	\$8.54
129072	De Minimis
129263	De Minimis
129621	De Minimis
140008	De Minimis
140025	De Minimis
140068	\$49.17
140091	De Minimis
140134	\$14.12
140135	\$14.06
140136	\$14.06
140137	\$9.38
140138	\$9.36
140344	De Minimis
140461	\$27.68
140462	\$8.33
140485	\$9.38
140500	De Minimis
140616	\$117.26
140689	De Minimis
140704	De Minimis
200001	De Minimis
200030	De Minimis
200065	\$13.30
200080	\$11,225.29
200087	\$907.20
200089	\$112.64
200090	\$281.50
200095	\$116.35
200114	De Minimis
200140	De Minimis
200147	\$8.84
200149	\$8.84

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
200150	De Minimis
200250	\$43.69
200251	De Minimis
200252	De Minimis
200253	De Minimis
200332	De Minimis
200411	\$13.20
200412	\$16.14
200414	De Minimis
200416	\$13.43
200417	\$6.06
200418	De Minimis
200420	De Minimis
200421	\$8.06
200422	De Minimis
200424	\$10.74
200425	\$13.43
200426	\$21.11
200428	\$16.88
200429	\$16.88
200621	\$72.69
200656	De Minimis
200657	\$13.47
200658	De Minimis
200750	\$36.23
200831	De Minimis
201027	De Minimis
201093	\$27.95
201096	\$14.91
201104	De Minimis
201174	\$20.85
201209	\$12.26
201216	De Minimis
201230	De Minimis
201266	\$5.26
201322	\$25.44
201345	\$8.85
201359	De Minimis
201368	De Minimis
201371	De Minimis
201384	\$18.39
201400	De Minimis
201401	De Minimis
201411	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
201414	De Minimis
201489	\$29.40
201498	De Minimis
201518	\$231.09
201520	\$62.87
201523	\$7.83
201529	\$14.60
201537	\$33.13
201569	De Minimis
201570	De Minimis
201576	De Minimis
201577	\$16.40
201578	De Minimis
201660	\$1,036.90
201681	De Minimis
201682	\$63.36
201683	\$63.36
201744	\$6.76
201757	De Minimis
201816	De Minimis
201877	\$9.28
201878	De Minimis
201940	\$275.28
202071	\$9.41
202078	\$147.30
202081	\$8.41
202082	\$8.41
202083	\$8.41
202085	De Minimis
202086	De Minimis
202087	De Minimis
202088	De Minimis
202089	De Minimis
202090	De Minimis
202091	De Minimis
202098	\$7.33
202107	De Minimis
202116	De Minimis
202231	\$32.17
202232	\$32.18
202238	De Minimis
202239	De Minimis
202259	De Minimis
202281	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
202287	De Minimis
202288	De Minimis
202352	De Minimis
202353	De Minimis
202354	De Minimis
202355	De Minimis
202356	De Minimis
202384	\$21.87
202392	\$10.32
202400	De Minimis
202408	De Minimis
202426	De Minimis
202430	De Minimis
202442	\$156.55
202444	De Minimis
202445	\$31.31
202610	\$11.70
202625	De Minimis
202627	\$227.45
202632	\$149.16
202662	De Minimis
202667	De Minimis
202671	De Minimis
202673	De Minimis
202676	De Minimis
202680	De Minimis
202696	De Minimis
202711	\$7.28
202712	De Minimis
202714	De Minimis
202715	\$16.11
202716	De Minimis
202725	\$23.81
202726	De Minimis
202736	\$54.40
202740	De Minimis
202743	De Minimis
202749	\$28.75
202752	\$10.73
202839	\$15.64
202840	De Minimis
202869	\$5.19
202900	\$16.16
202908	\$8.06

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 202911 \$74.24 202954 \$50.64 202955 \$43.23 202956 De Minimis 202957 \$9.42 202978 De Minimis \$7.90 203018 203029 \$146.84 \$27.79 203030 203039 De Minimis \$7.90 203040 203075 De Minimis 203124 \$6.52 203125 De Minimis 203128 De Minimis 203131 \$5.70 203132 De Minimis 203133 De Minimis 203150 \$17.25 203154 \$11.72 203165 De Minimis De Minimis 203166 \$7.88 203177 203193 De Minimis 203194 De Minimis 203312 \$48.51 \$14.54 203319 203329 De Minimis De Minimis 203446 203509 De Minimis \$27.53 203576 203656 \$5.64 \$5.64 203658 203782 De Minimis 203850 \$6.80 203907 \$60.13 204010 De Minimis 204011 De Minimis 204012 De Minimis 204014 De Minimis 204015 \$13.61 204018 De Minimis 204019 \$11.95

\$13.40

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	Estimated Net Settlement
Owner Number	Amount to Class Members
204210	\$10.19
204211	De Minimis
204219	\$54.55
204224	De Minimis
204225	De Minimis
204226	De Minimis
204227	De Minimis
204228	De Minimis
204229	De Minimis
204250	De Minimis
204251	De Minimis
204252	De Minimis
204257	De Minimis
204260	\$5.64
204264	\$199.20
204270	\$16.74
204319	\$16.03
204355	De Minimis
204383	\$12.41
204386	De Minimis
204397	\$592.93
204403	\$126.50
204478	De Minimis
204498	De Minimis
204500	De Minimis
204544	\$87.83
204554	De Minimis
204607	De Minimis
204693	\$19.32
204695	\$23.28
204700	\$167.88
204702	\$7.73
204703	\$13.55
204705	\$33.98
204707	\$27.07
204713	De Minimis
204716	\$27.07
204717	\$27.07
204718	\$60.67
204721	\$306.79
204725	\$13.64
204727	\$50.83
204730	\$9.03
204854	\$147.69

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members	
Owner Number	Estimated Net Settlement Amount to Class Members
204857	\$930.43
204858	\$38.39
204860	\$38.39
204861	\$38.39
204866	De Minimis
204869	\$6.32
204879	\$17.43
204926	\$12.35
204949	De Minimis
205046	De Minimis
205048	\$1,419.31
205050	De Minimis
205051	\$19.35
205058	\$6.14
205061	De Minimis
205159	De Minimis
205161	De Minimis
205195	\$5.21
205199	\$195.86
205223	De Minimis
205224	De Minimis
205235	De Minimis
205238	\$122.74
205242	De Minimis
205262	De Minimis
205285	\$40.17
205286	De Minimis
205288	\$14.60
205294	De Minimis
205330	\$8.37
205341	De Minimis
205342	De Minimis
205343	De Minimis
205354	\$53.25
205378	De Minimis
205386	De Minimis
205387	De Minimis
205397	\$263.72
205408	\$22.06
205410	\$703.35
205411	De Minimis
205432	De Minimis
205452	De Minimis
205467	ć7 20

\$7.39

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 205468 De Minimis 205476 \$93.29 205608 De Minimis 205670 De Minimis 205671 De Minimis 205672 De Minimis 205673 De Minimis 205682 \$672.29 \$8.93 205712 205880 \$9.22 206005 \$6.77 206024 \$528.61 206054 De Minimis 206059 De Minimis 206060 De Minimis 206062 De Minimis 206176 De Minimis 206202 \$5.95 206203 \$10.57 206207 \$221.92 206210 \$221.92 \$221.92 206211 \$117.45 206213 206215 De Minimis 206217 De Minimis 206218 \$54.90 \$469.89 206220 206221 \$50.75 206232 De Minimis 206250 \$13.42 206253 De Minimis 206254 De Minimis De Minimis 206259 206277 \$129.64 206308 \$61.22 206338 De Minimis \$523.46 206397 206411 De Minimis 206428 \$284.13 206440 \$169.71 \$350.27 206465 206472 \$1,908.11

\$287.37

\$1,149.48

206473

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	Estimated Net Settlement
Owner Number	<b>Amount to Class Members</b>
206475	\$1,218.44
206490	De Minimis
206491	\$45.77
206493	\$9.24
206496	\$5.33
206497	De Minimis
206498	De Minimis
206512	\$9.41
206514	De Minimis
206515	De Minimis
206516	De Minimis
206518	\$11.69
206519	De Minimis
206521	\$5.92
206522	De Minimis
206525	De Minimis
206526	De Minimis
206532	De Minimis
206542	De Minimis
206543	De Minimis
206544	De Minimis
206545	De Minimis
206548	\$17.43
206551	De Minimis
206552	De Minimis
206553	\$12.45
206554	De Minimis
206555	De Minimis
206558	\$46.74
206559	\$12.11
206561	De Minimis
206562	De Minimis
206564	De Minimis
206565	De Minimis
206611	De Minimis
206615	\$64.55
206617	\$7.10
206618	\$677.23
206623	De Minimis
206634	\$27.72
206789	De Minimis
206808	\$32.43
206815	\$40.27
206836	\$15.17

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members		
	<b>Estimated Net Settlement</b>	
Owner Number	Amount to Class Members	
206844	\$22.24	
206882	De Minimis	
206945	De Minimis	
206947	De Minimis	
206960	\$60.57	
207020	De Minimis	
207021	De Minimis	
207406	\$7.01	
207415	\$6.57	
207420	\$8.49	
207511	De Minimis	
207514	De Minimis	
207516	De Minimis	
207561	\$33.66	
207788	\$8.97	
207932	De Minimis	
208148	De Minimis	
208276	\$59.55	
208280	\$173.58	
208327	\$18.95	
208330	\$227.36	
208331	\$89.50	
208335	\$18.95	
208338	\$18.95	
208366	De Minimis	
208396	De Minimis	
208397	De Minimis	
208398	De Minimis	
208439	\$7.37	
208449	\$5.19	
208453	\$237.91	
208464	De Minimis	
208471	\$74.31	
208475	De Minimis	
208476	\$6.34	
208716	\$60.89	
208728	\$5.47	
208729	\$5.47	
208730	\$5.47	
208731	De Minimis	
208732	De Minimis	
208733	De Minimis	
208832	\$25.35	
208845	De Minimis	

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated	Net S	ettlement
Amount to	Class	<u>Members</u>

	Estimated Net Settlemen
Owner Number	<b>Amount to Class Member</b>
208847	\$6.11
208848	De Minimis
208871	\$10.82
208952	\$5.13
208955	\$70.35
208956	De Minimis
208957	De Minimis
208967	De Minimis
208968	\$14.58
208969	\$29.13
208970	\$29.13
208971	De Minimis
208972	\$6.35
208973	\$50.87
208974	\$29.13
208977	\$14.58
208978	\$58.26
208981	De Minimis
208982	\$7.52
208995	\$18.14
208996	De Minimis
208997	\$17.62
209068	De Minimis
209070	De Minimis
209071	\$828.66
209074	\$1,154.53
209083	\$96.57
209115	De Minimis
209119	De Minimis
209177	\$7.69
209350	\$84.60
209356	\$28.32
209357	De Minimis
209358	De Minimis
209359	De Minimis
209360	De Minimis
209361	De Minimis
210001	De Minimis
210065	\$6.13
210105	\$35.85
210193	\$11.95
210237	\$285.44
210370	De Minimis
210389	De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 210390 De Minimis 210400 \$3,896.58 210401 \$24.27 210415 \$5.57 210418 \$742.70 210492 \$348.00 210496 \$14.60 210498 \$77.87 \$84.92 210499 210503 \$84.34 210508 \$8.85 210509 De Minimis 210510 De Minimis 210530 De Minimis 210531 De Minimis 210532 De Minimis 210534 De Minimis 210537 De Minimis 210538 \$5.26 210540 De Minimis 210541 De Minimis 210542 De Minimis 210543 De Minimis 210544 De Minimis \$5.55 210565 210569 De Minimis 210570 De Minimis 210572 \$5.28 210607 De Minimis 210608 De Minimis De Minimis 210616 210619 De Minimis \$5.35 210622 210626 De Minimis 210629 \$6.42 210630 De Minimis \$19.60 210639 210726 \$7.84 210730 \$34.77 210876 De Minimis \$90.11 210883 210998 \$198.09 210999 \$198.09

\$198.09

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Owner Number  211001 211002 211008 211135 211136 211182 211241 211243 211244 211245 211248 211250	\$99.06 \$99.06 \$110.13  De Minimis \$8.70 \$7.18  De Minimis \$78.12 \$448.31 \$78.12 \$2,353.47
211002 211008 211135 211136 211182 211241 211243 211244 211245 211248	\$99.06 \$110.13 De Minimis \$8.70 \$7.18 De Minimis \$78.12 \$448.31 \$78.12
211008 211135 211136 211182 211241 211243 211244 211245 211248	\$110.13  De Minimis \$8.70 \$7.18  De Minimis \$78.12 \$448.31 \$78.12
211135 211136 211182 211241 211243 211244 211245 211248	De Minimis \$8.70 \$7.18 De Minimis \$78.12 \$448.31 \$78.12
211136 211182 211241 211243 211244 211245 211248	\$8.70 \$7.18 De Minimis \$78.12 \$448.31 \$78.12
211182 211241 211243 211244 211245 211248	\$7.18  De Minimis  \$78.12  \$448.31  \$78.12
211241 211243 211244 211245 211248	De Minimis \$78.12 \$448.31 \$78.12
211243 211244 211245 211248	\$78.12 \$448.31 \$78.12
211244 211245 211248	\$448.31 \$78.12
211245 211248	\$78.12
211248	
	\$2,353.47
211250	
211230	\$1,171.90
211268	De Minimis
211287	\$6.62
211296	\$125.97
211304	De Minimis
211321	\$86.65
211333	De Minimis
211374	De Minimis
211415	\$270.82
211416	\$1,868.68
211418	\$48.73
211419	\$24.38
211420	De Minimis
211423	\$40.61
211424	\$40.61
211425	\$21.68
211426	\$21.68
211428	\$188.71
211429	\$203.10
211430	\$16.26
211431	\$595.83
211433	\$52.32
211434	De Minimis
211436	\$48.73
211438	\$16.24
211439	\$261.80
211440	\$52.36
211441	\$13.89
211443	\$52.36
211444	\$52.36
211445	\$52.36
211446	\$52.32
211448	\$13.39
211434 211436 211438 211439 211440 211441 211443 211444	De Minimis \$48.73 \$16.24 \$261.80 \$52.36 \$13.89 \$52.36 \$52.36 \$52.36

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement,	
Owner Number	Estimated Net Settlement Amount to Class Members
211449	\$537.76
211450	\$934.33
211451	\$934.34
211455	\$162.49
211456	\$98.44
211459	\$203.10
211462	\$622.90
211467	\$24.39
211468	De Minimis
211472	\$7.91
211474	De Minimis
211508	De Minimis
211509	De Minimis
211539	De Minimis
211543	\$350.79
211548	De Minimis
211549	De Minimis
211569	\$184.25
211592	\$13.40
211649	\$21.15
211650	De Minimis
211651	De Minimis
211653	De Minimis
211678	\$858.85
211697	De Minimis
211884	De Minimis
211887	\$237.83
211890	\$356.71
211894	De Minimis
211928	\$316.36
211940	\$527.80
211951	De Minimis
211956	De Minimis
211962	\$5.21
211971	\$10.30
212002	\$14.66
212016	\$343.45
212027	\$47.53
212038	\$1,216.81
212046	\$172.90
212050	\$21.78
212084	\$11.38
212135	De Minimis
212138	\$10.27

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	t Amount to Class Members
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
212140	\$7.06
212186	\$22.75
212195	De Minimis
212201	De Minimis
212204	De Minimis
212207	De Minimis
212209	De Minimis
212211	De Minimis
212212	De Minimis
212213	De Minimis
212216	De Minimis
212217	\$7.69
212218	\$31.83
212219	De Minimis
212221	\$11.53
212225	\$33.85
212229	\$18.97
212230	De Minimis
212245	De Minimis
212246	\$46.85
212305	De Minimis
212311	\$24.94
212312	\$28.23
212313	De Minimis
212314	De Minimis
212377	\$30.69
212394	De Minimis
212396	De Minimis
212399	\$70.93
212400	\$5.89
212401	\$100.11
212416	\$12.21
212439	De Minimis
212482	\$40.39
212483	\$40.39
212484	\$40.39
212488	\$60.57
212491	\$40.39
212492	\$40.40
212533	\$7.61
212553	\$28.75
212554	De Minimis
212646	De Minimis
212650	\$11.05

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Am	ount to Class Members
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
212660	De Minimis
212678	\$11.52
212681	\$5.43
212746	\$96.34
212747	\$32.11
212748	\$48.16
212749	\$48.16
212752	\$32.11
212868	\$6.48
212869	\$10.30
212940	\$11.03
212942	\$262.05
212943	\$2,095.43
212944	\$261.92
212946	\$2,095.43
212947	\$2,095.44
212953	\$157.16
212955	\$174.61
212956	\$174.73
212957	\$3,143.12
212958	\$5,238.72
212959	\$523.98
212960	\$523.83
212961	\$523.83
212962	\$523.83
212963	\$523.83
212964	\$523.83
212965	\$2,095.43
212966	\$3,143.25
212967	\$523.83
212968	\$2,095.43
212970	\$154.35
212971	De Minimis
212975	\$10.48
212977	\$10.48
212978	\$10.48
212983	\$2,095.43
212984	\$2,095.43
212986	De Minimis
213020	\$192.39
213021	De Minimis
213022	\$96.21
213023	\$192.39
213025	\$256.55

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members		
	<b>Estimated Net Settlement</b>	
Owner Number	Amount to Class Members	
213028	\$769.68	
213030	De Minimis	
213032	\$153.94	
213034	\$153.94	
213036	\$33.76	
213037	De Minimis	
213040	\$256.55	
213042	\$769.68	
213043	De Minimis	
213044	De Minimis	
213047	De Minimis	
213048	De Minimis	
213069	De Minimis	
213070	De Minimis	
213071	De Minimis	
213092	De Minimis	
213111	\$6.33	
213169	De Minimis	
213188	\$5.33	
213190	De Minimis	
213199	De Minimis	
213201	De Minimis	
213208	De Minimis	
213209	De Minimis	
213211	De Minimis	
213220	De Minimis	
213221	De Minimis	
213328	\$559.75	
213474	\$62.22	
213513	\$189.73	
213515	\$5.65	
213517	De Minimis	
213520	\$6.70	
213521	De Minimis	
213530	\$34.79	
213531	De Minimis	
213532	De Minimis	
213535	\$9.39	
213537	\$45.36	
213538	De Minimis	
213542	\$5.61	
213543	De Minimis	
213544	\$62.06	
213549	De Minimis	

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Lottinated Net Settlement	Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
213555	De Minimis
213575	\$221.66
213580	De Minimis
213582	De Minimis
213583	De Minimis
213614	\$38.62
213624	\$17.55
213626	De Minimis
213645	De Minimis
213670	\$19.65
213673	\$9.37
213674	\$9.37
213678	De Minimis
213779	De Minimis
213829	\$6.79
213858	\$20.08
213870	\$646.31
213871	\$80.78
213872	\$40.41
213875	\$515.30
213905	\$1,381.55
213910	De Minimis
213994	De Minimis
213995	De Minimis
213998	De Minimis
214000	\$8.68
214008	De Minimis
214029	De Minimis
214031	De Minimis
214045	\$24.71
214075	\$52.22
214158	De Minimis
214160	\$10.77
214170	De Minimis
214172	\$19.70
214207	\$53.70
214208	\$53.70
214221	\$25.97
214335	\$16.88
214337	\$54.68
214365	De Minimis
214366	De Minimis
214374	\$17.70
214375	\$6.60

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to Class Members
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
214376	\$137.78
214377	\$220.48
214378	\$220.43
214379	\$204.11
214380	\$204.13
214382	De Minimis
214385	\$22.03
214387	\$653.18
214388	\$137.78
214389	\$1,102.21
214390	\$220.44
214392	\$91.86
214393	\$91.86
214394	\$91.86
214395	\$91.86
214396	\$91.86
214397	\$551.14
214398	\$3,919.13
214399	\$22.12
214400	\$275.54
214403	\$217.73
214411	\$17.70
214413	De Minimis
214435	\$358.83
214436	\$877.74
214455	\$316.00
214473	\$35.70
214476	\$22.82
214478	De Minimis
214486	De Minimis
214496	\$36.45
214644	\$6.91
214938	\$7.24
214964	\$401.96
214965	\$5.77
214968	De Minimis
214969	De Minimis
215002	De Minimis
215164	De Minimis
215178	\$41.05
215180	\$16.30
215181	De Minimis
215217	De Minimis
215235	\$37.25

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

<b>Estimated Net Settlement Amount to Class Members</b>	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
215308	De Minimis
215310	De Minimis
215312	\$141.47
215326	\$19.68
215327	\$12.08
215329	\$11.68
215330	\$27.27
215332	\$6.56
215333	\$6.56
215339	\$105.48
215341	\$421.93
215342	\$37.82
215344	\$7.94
215345	\$12.67
215346	\$15.81
215350	\$58.72
215353	De Minimis
215357	\$5.63
215361	\$107.15
215362	\$107.15
215365	\$113.50
215366	\$10.85
215367	\$5.80
215368	\$215.15
215369	\$7.75
215435	\$58.23
215442	De Minimis
215516	De Minimis
215522	De Minimis
215553	\$12.51
215619	De Minimis
215630	\$2,439.13
215647	De Minimis
215665	De Minimis
215816	De Minimis
215817	De Minimis
215851	\$559.75
215971	\$6.31
216019	De Minimis
216020	De Minimis
216027	\$52.29
216028	\$52.29
216031	\$117.64
24.002.5	¢04.04

\$94.04

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 216041 \$15.84 216044 \$26.14 216045 \$26.14 216047 De Minimis 216057 \$26.14 216061 De Minimis \$46.94 216069 216072 De Minimis 216073 De Minimis 216102 \$99.09 216234 \$234.74 216262 De Minimis 216288 De Minimis De Minimis 216328 216329 De Minimis 216343 De Minimis \$24.77 216350 216351 De Minimis 216396 \$395.81 216397 \$392.80 216398 \$527.23 \$65.92 216399 \$65.92 216400 216402 De Minimis \$853.34 216422 216423 De Minimis 216595 De Minimis 216602 De Minimis 216608 De Minimis 216612 De Minimis 216871 De Minimis 216872 De Minimis \$5.35 216874 216875 De Minimis 216930 \$17.46 216954 De Minimis 216976 \$24.62 217067 \$9.22 217068 \$10.22 217145 \$56.57 217147 \$28.28 217163 \$33.26 217187 De Minimis

De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

<b>Estimated Net Settlement Amount to Class Members</b>	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
217276	De Minimis
217277	De Minimis
217278	De Minimis
217282	\$10.54
217283	De Minimis
217284	De Minimis
217292	\$93.61
217356	De Minimis
217358	\$46.57
217359	De Minimis
217360	\$25.80
217361	De Minimis
217409	De Minimis
217420	\$200.91
217421	\$200.91
217422	\$200.91
217424	\$100.45
217431	\$96.84
217442	\$50.12
217448	\$30.79
217461	De Minimis
217484	De Minimis
217501	\$204.55
217502	\$204.55
217504	\$818.20
217505	\$272.71
217508	\$102.28
217509	\$204.55
217523	De Minimis
217660	De Minimis
217661	\$55.86
217663	De Minimis
217667	De Minimis
217721	\$29.16
217730	\$7.97
217804	\$9.37
217805	De Minimis
217893	\$35.70
217896	De Minimis
217899	De Minimis
217900	De Minimis
217901	De Minimis
217909	\$437.95

De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	Estimated Not Sattlement
Owner Number	Estimated Net Settlement Amount to Class Members
217960	De Minimis
217961	De Minimis
218041	\$85.74
218062	\$518.98
218075	\$17.86
218080	\$2,379.46
218083	De Minimis
218093	\$2,867.25
218096	\$17.33
218097	\$17.33
218098	\$17.33
218102	\$13.90
218107	De Minimis
218109	De Minimis
218110	De Minimis
218202	De Minimis
218274	De Minimis
218316	De Minimis
218323	\$170.46
218327	\$55.23
218331	\$13.54
218333	De Minimis
218334	\$27.07
218335	\$238.69
218336	\$238.69
218338	\$81.25
218344	\$18.63
218345	\$7.74
218347	\$9.68
218379	De Minimis
218380	De Minimis
218382	\$7.26
218387	\$100.33
218388	De Minimis
218398	\$64.36
218400	\$457.17
218401	\$457.17
218402	\$9.90
218403	\$9.90
218404	\$9.90
218405	\$9.90
218412	\$180.72
218413	De Minimis
218417	\$477.99

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to class Wembers
Owner Number	Estimated Net Settlement  Amount to Class Members
218418	\$57.15
218423	De Minimis
218424	De Minimis
218425	\$5.44
218426	\$5.44 \$5.44
218427	\$5.44
218463	\$14.04
218464	\$101.55
218465	\$5.40
218466	De Minimis
218473	\$10.49
218475	\$314.95
218476	\$177.15
218494	\$307.17
218495	\$260.19
218511	5260.19  De Minimis
218511	De Minimis  De Minimis
	De Minimis  De Minimis
218513	
218522	\$90.98
218524	\$181.99
218525	\$60.67
218527	\$22.76
218528	\$60.67
218529	\$68.24
218530	\$60.67
218531	\$17.05
218534	De Minimis
218543	\$372.49
218553	De Minimis
218563	De Minimis
218567	\$10.52
218569	De Minimis
218612	\$28.76
218678	\$1,329.25
218683	\$168.66
218684	De Minimis
218685	\$192.40
218686	\$96.32
218687	\$96.21
218690	De Minimis
218691	\$32.42
218692	De Minimis
218693	De Minimis
218694	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members		
Owner Number	Estimated Net Settlement Amount to Class Members	
218793	De Minimis	
218795	\$21.24	
218810	De Minimis	
218812	\$35.55	
218813	De Minimis	
218821	\$466.23	
218864	De Minimis	
218865	De Minimis	
218866	De Minimis	
218867	De Minimis	
218870	De Minimis	
218877	De Minimis	
218879	De Minimis	
218891	\$134.08	
218892	\$134.08	
218894	\$7.44	
218899	\$715.15	
218905	\$29.40	
218909	De Minimis	
218914	De Minimis	
218915	De Minimis	
218920	\$80.88	
218921	\$123.22	
218926	\$91.54	
218928	De Minimis	
218932	De Minimis	
218933	De Minimis	
218949	De Minimis	
218950	\$7.42	
218952	\$68.05	
218965	De Minimis	
218967	\$10.30	
218972	De Minimis	
218995	\$46.25	
219006	\$7.58	
219008	\$6.24	
219163	\$38.89	
219164	\$116.91	
219170	\$2,481.94	
219171	\$354.59	
219173	De Minimis	
219174	\$1,240.97	
219175	\$13.17	
210170	¢7.64	

\$7.64

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement An	nount to Class Members
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
219180	\$6.41
219182	\$354.59
219186	\$17.80
219205	De Minimis
219215	\$14.11
219236	De Minimis
219280	\$51.61
219292	De Minimis
219293	De Minimis
219297	De Minimis
219299	\$65.70
219301	\$423.43
219305	\$635.13
219331	De Minimis
219332	\$7.90
219334	De Minimis
219335	De Minimis
219337	\$9.06
219343	De Minimis
219344	De Minimis
219347	\$20.87
219348	\$20.87
219349	\$20.87
219350	\$58.53
219351	\$14.65
219511	\$22.58
219512	De Minimis
219607	\$40.75
219608	\$5.29
219618	\$36.86
219621	De Minimis
219680	De Minimis
219693	\$5.46
219727	De Minimis
219728	De Minimis
219729	\$54.80
219736	De Minimis
219737	De Minimis
219748	De Minimis
219749	De Minimis
219750	\$6.92
219751	\$6.92
219757	\$404.87
219759	\$14.76
	•

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 219760 \$154.97 219761 \$14.76 219762 \$14.76 219781 \$14.53 219784 \$264.18 219785 De Minimis 219786 \$264.18 219811 \$78.82 \$120.37 219812 219814 \$31.32 219816 De Minimis 219817 De Minimis 219827 \$44.05 219834 \$44.05 219838 \$24.84 219842 \$44.05 219844 \$24.05 219849 De Minimis 219857 \$10.77 219859 De Minimis 219861 De Minimis De Minimis 219862 219863 De Minimis 219864 De Minimis 219873 De Minimis 219874 De Minimis De Minimis 219879 219910 De Minimis 219911 De Minimis 219913 De Minimis 219929 De Minimis 219930 \$7.05 219932 De Minimis 219937 \$6.74 219940 \$19.84 219941 De Minimis \$13.18 219943 219944 De Minimis 219945 \$26.41 219946 \$10.19 219947 \$64.62 219948 \$64.62 219949 \$13.18

\$6.60

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	, and and to class members
Owner Number	Estimated Net Settlement Amount to Class Members
219951	\$5.16
219952	\$7.92
219953	De Minimis
220059	\$17.54
220060	\$13.22
220061	\$33.39
220086	De Minimis
220156	\$19.35
220157	\$19.35
220160	\$10.42
220162	\$1,134.64
220191	\$172.83
220198	De Minimis
220199	De Minimis
220207	\$39.34
220208	\$39.34
220209	\$39.34
220226	De Minimis
220243	De Minimis
220246	De Minimis
220257	De Minimis
220258	De Minimis
220259	\$18.84
220260	\$8.95
220284	\$22.97
220287	De Minimis
220292	\$165.95
220293	\$5.45
220297	De Minimis
220299	De Minimis
220305	\$165.95
220316	\$212.60
220317	\$17.64
220318	\$109.98
220322	\$28.25
220324	De Minimis
220328	\$66.06
220329	\$105.58
220332	\$5.13
220333	\$220.35
220341	\$183.99
220344	\$459.96
220349	\$26.85
220360	\$19.17

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement / unit	varie to class McMbcrs
Owner Number	Estimated Net Settlement Amount to Class Members
220363	De Minimis
220377	\$6.58
220378	De Minimis
220382	De Minimis
220383	\$15.48
220384	De Minimis
220391	\$669.96
220395	De Minimis
220405	De Minimis
220414	\$9.89
220420	De Minimis
220425	De Minimis
220426	De Minimis
220427	De Minimis
220433	\$6.32
220436	\$727.49
220441	\$128.93
220442	\$225.52
220444	De Minimis
220555	\$72.68
220556	\$85.18
220571	De Minimis
220577	De Minimis
220584	\$14.76
220589	De Minimis
220591	De Minimis
220592	\$43.48
220593	\$29.00
220594	De Minimis
220596	De Minimis
220597	De Minimis
220598	\$14.50
220599	\$152.21
220600	De Minimis
220601	\$14.50
220602	\$6.24
220603	\$14.50
220606	De Minimis
220607	De Minimis
220608	\$14.50
220610	\$76.09
220611	\$29.00
220612	De Minimis
220613	\$14.18

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 220614 De Minimis 220615 De Minimis 220616 De Minimis 220617 \$9.28 220618 \$86.97 220619 \$29.00 \$29.00 220621 220622 De Minimis De Minimis 220624 220625 De Minimis De Minimis 220642 220649 \$72.88 220677 De Minimis 220678 De Minimis \$8.98 220681 220682 \$5.95 \$26.74 220687 220698 De Minimis 220708 \$10.01 220710 De Minimis 220712 \$33.47 220723 \$165.43 220725 De Minimis 220735 \$22.82 220736 \$22.82 220737 \$14.43 220762 \$10.40 220763 \$26.02 220770 \$5.21 220771 \$5.21 220772 \$5.21 220773 \$5.21 220782 \$109.40 220786 De Minimis 220788 De Minimis 220789 De Minimis 220808 De Minimis 220816 \$20.15 220818 \$20.15 220821 \$20.15 220822 \$20.15 220823 \$20.15 220835 \$60.45

\$6.95

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

<b>Estimated Net Settlement Amount to Class Members</b>	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
220862	\$6.95
220863	\$7.94
220866	\$7.94
220884	De Minimis
220909	\$6.71
220915	De Minimis
220916	De Minimis
220917	De Minimis
220918	De Minimis
220938	\$21.41
220944	\$96.35
220960	\$24.09
220965	De Minimis
220976	\$513.83
220977	\$64.22
220978	\$64.22
220981	\$64.22
220982	\$64.22
220983	\$64.22
220984	\$64.22
220997	De Minimis
220998	De Minimis
221001	\$963.49
221053	\$14.40
221062	\$167.09
221063	\$150.49
221064	\$148.51
221065	\$148.82
221068	\$175.49
221069	\$175.49
221070	\$175.49
221071	\$175.49
221072	\$754.33
221074	\$372.45
221075	\$372.45
221080	\$7,556.83
221081	\$642.77
221082	\$331.18
221083	De Minimis
221084	\$2,228.15
221085	\$557.04
221086	\$557.04
221087	\$557.04

\$6,684.47

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
221089	\$3,342.26
221107	\$7.92
221117	\$50.64
221120	\$13.56
221141	De Minimis
221143	\$83.52
221153	\$351.68
221162	De Minimis
221164	\$12.66
221165	De Minimis
221172	De Minimis
221173	De Minimis
221174	De Minimis
221175	De Minimis
221183	\$48.86
221194	De Minimis
221215	De Minimis
221226	De Minimis
221233	De Minimis
221241	De Minimis
221242	De Minimis
221245	De Minimis
221247	De Minimis
221248	De Minimis
221249	De Minimis
221251	De Minimis
221254	De Minimis
221261	\$21.28
221265	De Minimis
221267	\$259.30
221272	De Minimis
221280	\$2,090.07
221349	\$1,801.77
221353	De Minimis
221361	De Minimis
221370	\$31.71
221371	\$10.55
221372	\$10.55
221373	\$10.55
221377	De Minimis
221383	De Minimis
221384	\$126.74
221407	De Minimis
221415	\$93.94

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	The Amount to class Wiembers
Owner Number	Estimated Net Settlement Amount to Class Members
221428	De Minimis
221440	\$2,019.80
221516	De Minimis
221524	De Minimis
221527	De Minimis
221624	De Minimis
221642	\$12.58
221643	De Minimis
221644	De Minimis
221645	De Minimis
221651	\$22.03
221657	\$24.49
221705	\$180.75
221804	De Minimis
221806	De Minimis
221811	\$8.04
221812	\$8.04
221834	De Minimis
221857	\$265.09
221885	\$10.91
221887	\$72.94
221888	\$72.94
221892	De Minimis
221894	De Minimis
221895	De Minimis
221896	De Minimis
221898	De Minimis
221900	De Minimis
221909	\$294.58
221914	\$6.51
221915	\$6.51
221916	\$6.51
221918	\$6.51
221920	De Minimis
221926	De Minimis
221927	De Minimis
221928	\$6.42
221929	De Minimis
221936	De Minimis
221937	De Minimis
221938	De Minimis
221939	De Minimis
221940	De Minimis
221943	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement / 1	mount to class Members
Owner Number	Estimated Net Settlement Amount to Class Members
221948	\$16.31
221950	De Minimis
221951	De Minimis
221952	De Minimis
221953	De Minimis
221954	De Minimis
221957	De Minimis
221958	De Minimis
221962	De Minimis
221968	\$10.63
221989	De Minimis
221990	De Minimis
221994	De Minimis
221997	De Minimis
221998	De Minimis
221999	De Minimis
222000	De Minimis
222007	\$356.63
222008	\$36.90
222016	\$14.03
222024	\$2,430.00
222025	\$7.19
222026	De Minimis
222032	\$14.78
222033	De Minimis
222038	\$20.53
222039	\$20.53
222049	De Minimis
222050	De Minimis
222051	De Minimis
222060	\$5.17
222061	\$6.65
222081	\$8.59
222087	De Minimis
222088	\$188.41
222089	\$312.55
222091	\$7.31
222097	\$78.05
222099	\$50.71
222102	\$581.21
222103	\$5.82
222105	\$90.48
222107	De Minimis
222119	\$9.60

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
222121	De Minimis
222126	De Minimis
222131	De Minimis
222137	De Minimis
222138	\$7.19
222140	De Minimis
222142	\$40.67
222143	\$40.67
222144	\$320.87
222150	De Minimis
222151	De Minimis
222152	De Minimis
222153	De Minimis
222158	\$20.40
222159	\$25.90
222162	De Minimis
222170	\$11.44
222172	De Minimis
222187	De Minimis
222189	\$11.98
222191	De Minimis
222193	\$12.04
222198	\$279.53
222203	De Minimis
222208	De Minimis
222210	De Minimis
222221	De Minimis
222223	De Minimis
222226	\$17.05
222238	De Minimis
222239	\$25.32
222242	\$257.71
222249	\$20.95
222256	\$520.43
222268	\$17.27
222269	\$17.27
222272	De Minimis
222279	\$231.37
222280	\$31.42
222285	De Minimis
222287	De Minimis
222306	De Minimis
222307	De Minimis
222308	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Owner Number         Amount to Class Member           222311         De Minimis           222314         De Minimis           222315         De Minimis           222316         De Minimis           222317         De Minimis           222323         \$381.18           222325         \$127.04           222326         \$127.04	-
222314       De Minimis         222315       De Minimis         222316       De Minimis         222317       De Minimis         222323       \$381.18         222325       \$127.04	
222315       De Minimis         222316       De Minimis         222317       De Minimis         222323       \$381.18         222325       \$127.04	
222316       De Minimis         222317       De Minimis         222323       \$381.18         222325       \$127.04	
222317       De Minimis         222323       \$381.18         222325       \$127.04	
222323 \$381.18 222325 \$127.04	
222325 \$127.04	
222326 \$127.04	
222328 De Minimis	
222329 De Minimis	
222330 De Minimis	
222331 \$95.45	
222332 \$95.45	
222335 \$63.12	
222336 \$63.12	
222357 \$5.49	
222361 \$158.53	
222362 De Minimis	
222364 De Minimis	
222366 De Minimis	
222367 De Minimis	
222375 De Minimis	
222376 De Minimis	
222378 \$21.51	
222380 \$58.64	
222381 \$7.85	
222383 \$5.16	
222405 \$12.39	
222406 \$48.53	
222407 \$54.58	
222408 De Minimis	
222409 \$17.64	
222410 \$54.58	
222411 De Minimis	
222412 De Minimis	
222413 De Minimis	
222416 \$10.34	
222419 De Minimis	
222420 De Minimis	
222421 De Minimis	
222423 De Minimis	
222424 De Minimis	
222425 \$28.89	
222426 \$28.89	

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to Class Members
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
222427	\$28.89
222431	De Minimis
222432	\$17.94
222433	\$8.97
222434	\$17.94
222435	De Minimis
222436	De Minimis
222439	\$8.97
222440	De Minimis
222441	De Minimis
222443	De Minimis
222444	De Minimis
222445	De Minimis
222446	De Minimis
222447	De Minimis
222449	De Minimis
222451	De Minimis
222454	\$6.09
222456	\$9.82
222460	\$16.58
222462	De Minimis
222464	\$241.83
222466	De Minimis
222468	De Minimis
222469	\$97.89
222473	De Minimis
222474	De Minimis
222475	De Minimis
222477	\$7.01
222478	\$7.01
222480	De Minimis
222485	De Minimis
222490	\$9.12
222500	\$8.79
222502	\$8.79
222505	De Minimis
222506	De Minimis
222507	De Minimis
222515	De Minimis
222517	\$15.64
222519	\$42.08
222520	De Minimis
222521	De Minimis
222523	\$26.30

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	it Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
222525	De Minimis
222526	De Minimis
222527	De Minimis
222528	De Minimis
222529	De Minimis
222530	\$65.76
222532	\$13.15
222533	\$6.58
222534	\$6.58
222537	De Minimis
222538	\$73.77
222539	De Minimis
222540	De Minimis
222541	De Minimis
222542	De Minimis
222544	\$6.58
222545	\$6.58
222546	De Minimis
222547	\$29.59
222548	\$5.80
222551	De Minimis
222554	\$52.59
222558	\$16.60
222559	\$16.60
222560	\$16.60
222561	\$16.60
222562	\$15.70
222563	\$16.60
222564	\$16.60
222565	\$24.93
222567	De Minimis
222571	De Minimis
222573	De Minimis
222574	\$18.07
222576	De Minimis
222577	De Minimis
222578	De Minimis
222580	De Minimis
222589	De Minimis
222591	De Minimis
222607	De Minimis
222609	\$9.42
222610	De Minimis
222611	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

is in a contract of the contra	The Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
222612	\$17.32
222614	\$27.30
222616	De Minimis
222617	\$7.41
222618	De Minimis
222619	De Minimis
222620	\$7.41
222621	De Minimis
222622	De Minimis
222625	\$7.41
222626	De Minimis
222627	De Minimis
222629	De Minimis
222633	De Minimis
222639	De Minimis
222647	De Minimis
222649	\$21.03
222650	\$19.90
222651	\$21.03
222654	De Minimis
222655	De Minimis
222656	De Minimis
222661	\$6.59
222663	\$136.19
222664	De Minimis
222665	\$134.91
222666	De Minimis
222667	De Minimis
222668	\$907.95
222669	\$226.98
222670	\$100.91
222672	\$227.44
222673	\$8,182.91
222674	\$14.61
222685	De Minimis
222689	De Minimis
222690	\$21.57
222691	De Minimis
222693	\$5.39
222702	De Minimis
222704	De Minimis
222705	\$60.30
222707	\$5.25
222708	\$21.80

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	it Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
222710	\$48.94
222711	\$47.18
222712	De Minimis
222713	De Minimis
222718	\$5.73
222719	\$5.73
222720	\$5.73
222721	\$17.78
222722	\$29.51
222723	\$5.73
222725	\$225.61
222726	\$10.81
222729	\$5.50
222730	\$5.50
222731	\$5.50
222733	De Minimis
222737	\$118.25
222739	De Minimis
222740	De Minimis
222741	\$6.16
222749	\$131.67
222750	\$65.86
222757	\$65.86
222758	De Minimis
222759	\$22.40
222761	De Minimis
222762	De Minimis
222764	\$7.21
222765	De Minimis
222766	De Minimis
222767	De Minimis
222769	\$34.85
222771	De Minimis
222772	De Minimis
222775	\$34.85
222776	De Minimis
222777	De Minimis
222778	De Minimis
222779	De Minimis
222780	De Minimis
222782	De Minimis
222783	De Minimis
222784	De Minimis
222787	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement Owner Number Amount to Class Members** 222789 De Minimis 222791 De Minimis 222792 De Minimis 222794 \$9.41 222800 De Minimis 222801 De Minimis 222802 De Minimis 222803 De Minimis De Minimis 222805 222806 De Minimis 222807 De Minimis 222809 De Minimis 222810 De Minimis De Minimis 222811 222812 De Minimis 222813 De Minimis 222814 De Minimis 222815 De Minimis 222816 De Minimis 222817 De Minimis 222818 De Minimis De Minimis 222819 222820 De Minimis 222821 De Minimis 222822 De Minimis 222835 \$31.23 222842 De Minimis 222845 De Minimis De Minimis 222852 222855 De Minimis 222856 De Minimis 222860 De Minimis \$8.97 222862 222863 De Minimis 222867 De Minimis 222871 De Minimis De Minimis 222872 222873 \$49.78 222874 De Minimis 222877 De Minimis De Minimis 222878 222883 \$11.32 222884 \$36.20

\$33.94

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
222886	\$90.52
222887	\$33.94
222889	De Minimis
222890	De Minimis
222891	De Minimis
222893	\$16.97
222894	\$54.31
222896	\$22.62
222897	De Minimis
222899	\$7.87
222900	De Minimis
222907	\$5.66
222908	\$5.66
222910	\$22.62
222911	\$5.29
222914	\$50.28
222923	De Minimis
222925	\$29.18
222926	De Minimis
222927	\$22.62
222928	\$271.51
222929	\$56.56
222930	De Minimis
222931	\$15.71
222932	De Minimis
222933	De Minimis
222934	De Minimis
222938	De Minimis
222940	De Minimis
222943	\$5.66
222947	De Minimis
222949	\$6.97
222950	De Minimis
222953	De Minimis
222960	\$5.66
222964	De Minimis
222965	\$407.27
222966	\$60.64
222967	\$11.32
222969	De Minimis
222970	\$9.06
222972	De Minimis
222975	\$144.81
222976	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 222982 \$11.32 222983 De Minimis 222984 De Minimis 222986 \$30.17 222988 \$9.06 222989 \$8.49 222991 De Minimis 222992 \$33.94 \$7.87 222994 \$5.66 222995 223002 \$13.96 223006 \$14.99 223008 De Minimis 223012 \$15.32 223013 \$15.32 223018 De Minimis De Minimis 223019 223020 \$7.55 223021 \$13.20 223022 \$7.55 223023 De Minimis 223054 \$16.22 \$10.35 223055 223056 De Minimis 223057 De Minimis 223058 \$10.35 223065 \$28.52 223066 De Minimis 223068 De Minimis 223071 \$5.85 223075 \$9.58 223078 De Minimis 223079 De Minimis 223083 \$113.51 223084 De Minimis 223092 De Minimis 223093 De Minimis 223095 \$33.60 223096 \$33.61 223097 \$33.60 223098 \$33.60 223099 \$33.60 223100 \$33.60

De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	t Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
223106	De Minimis
223107	\$289.11
223113	\$74.92
223114	\$74.92
223115	\$74.92
223117	\$110.13
223118	\$35.40
223119	\$23.61
223120	\$35.40
223121	\$33.03
223122	De Minimis
223123	\$16.02
223124	\$141.60
223125	\$35.40
223126	\$23.61
223127	De Minimis
223128	\$141.60
223129	\$110.13
223131	\$660.78
223132	De Minimis
223133	De Minimis
223135	\$50.70
223136	\$50.70
223137	\$50.70
223138	\$50.70
223141	De Minimis
223142	De Minimis
223143	De Minimis
223144	\$5.26
223145	De Minimis
223146	\$16.94
223147	De Minimis
223148	De Minimis
223151	De Minimis
223152	De Minimis
223153	De Minimis
223154	\$9.56
223155	De Minimis
223160	De Minimis
223161	De Minimis
223163	De Minimis
223166	\$19.14
223167	De Minimis
223169	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	Estimated Net Settlement
Owner Number	Amount to Class Members
223172	\$247.93
223175	De Minimis
223176	\$8.12
223177	\$38.06
223178	\$5.41
223179	\$6.59
223180	\$18.69
223181	\$5.41
223182	\$5.41
223183	\$18.69
223184	\$5.41
223185	\$18.69
223186	\$6.18
223187	De Minimis
223188	De Minimis
223189	De Minimis
223190	De Minimis
223191	De Minimis
223192	De Minimis
223194	\$120.98
223195	\$21.64
223199	\$19.05
223200	\$7.74
223202	De Minimis
223205	\$16.35
223206	\$14.72
223207	\$20.35
223208	\$20.35
223209	\$20.35
223210	\$109.54
223223	De Minimis
223224	\$32.95
223226	\$30.61
223231	\$156.06
223232	\$14.75
223234	De Minimis
223237	De Minimis
223238	De Minimis
223239	De Minimis
223240	\$11.13
223241	\$36.93
223242	\$36.93
223243	\$8.29
223247	\$22.13

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Estimated Net Settlemen	t Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
223250	\$59.56
223255	\$66.77
223256	De Minimis
223263	\$42.51
223270	De Minimis
223281	\$5.18
223294	\$103.50
223295	\$346.90
223296	\$343.85
223297	\$341.17
223298	\$341.17
223307	\$83.44
223308	\$18,429.35
223310	\$17.05
223312	\$34.43
223313	\$18.29
223315	\$189.27
223316	De Minimis
223320	\$11.90
223321	\$11.90
223326	De Minimis
223327	\$26.36
223328	\$26.36
223332	De Minimis
223334	De Minimis
223338	De Minimis
223339	\$704.81
223340	De Minimis
223342	De Minimis
223349	\$7.54
223352	De Minimis
223355	De Minimis
223357	\$111.33
223358	De Minimis
223359	\$6.82
223360	\$11.55
223361	De Minimis
223363	\$20.91
223364	De Minimis
223366	De Minimis
223367	De Minimis
223368	De Minimis
223369	De Minimis
223370	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 223371 De Minimis 223373 De Minimis 223374 \$5.51 223375 \$5.51 223376 \$23.95 223377 De Minimis 223379 De Minimis 223380 De Minimis De Minimis 223381 223383 De Minimis 223386 De Minimis 223388 \$374.32 223392 De Minimis 223394 \$296.45 \$296.45 223395 223397 \$44.82 223398 \$9.40 223399 \$9.40 223406 \$17.70 223410 De Minimis 223412 De Minimis De Minimis 223415 223418 De Minimis 223422 De Minimis 223423 De Minimis 223425 De Minimis De Minimis 223426 223427 De Minimis De Minimis 223428 223429 De Minimis 223430 De Minimis 223433 De Minimis De Minimis 223435 223437 De Minimis 223443 De Minimis 223456 \$6.33 \$18.71 223463 223467 De Minimis 223474 De Minimis 223475 \$14.50 De Minimis 223482 223483 De Minimis

De Minimis

De Minimis

223486

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
223488	De Minimis
223490	De Minimis
223495	\$140.87
223502	\$9.79
223506	\$557.04
223510	\$12.79
223511	\$12.79
223512	\$12.79
223513	\$12.79
223514	\$51.18
223518	De Minimis
223519	De Minimis
223521	De Minimis
223522	De Minimis
223528	De Minimis
223530	De Minimis
223531	\$19.04
223533	\$11.63
223534	\$403.49
223540	\$3,501.84
223588	\$5.95
223589	\$7.03
223597	De Minimis
223598	De Minimis
223599	De Minimis
223600	De Minimis
223601	\$63.46
223602	\$18.58
223603	\$15.32
223604	\$16.56
223605	\$16.56
223606	\$15.32
223607	\$15.32
223608	\$29.39
223609	\$15.32
223614	De Minimis
223617	\$7.93
223618	\$1,333.93
223621	De Minimis
223624	\$23.79
223625	\$11.25
223626	\$11.89
223627	De Minimis
223628	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
223629	\$11.89
223630	De Minimis
223631	De Minimis
223632	\$15.86
223636	\$43.34
223637	\$64.79
223639	\$195.49
223640	\$172.13
223641	\$172.13
223643	De Minimis
223652	\$47.47
223653	\$47.47
223654	\$55.35
223655	\$101.20
223659	\$113.55
223660	\$56.87
223661	\$30.21
223672	De Minimis
223675	\$33.72
223676	\$36.99
223677	De Minimis
223687	De Minimis
223688	De Minimis
223689	De Minimis
223700	De Minimis
223701	De Minimis
223703	\$7.20
223704	De Minimis
223705	De Minimis
223706	De Minimis
223707	\$19.77
223711	De Minimis
223714	De Minimis
223715	De Minimis
223719	De Minimis
223720	De Minimis
223721	De Minimis
223722	De Minimis
223723	De Minimis
223724	De Minimis
223728	\$15.55
223730	\$63.92
223733	De Minimis
223744	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
223745	De Minimis
223748	\$6.21
223749	De Minimis
223753	De Minimis
223756	De Minimis
223757	De Minimis
223758	De Minimis
223760	De Minimis
223763	De Minimis
223771	\$8.47
223772	\$7.98
223774	De Minimis
223775	De Minimis
223779	\$6.82
223781	De Minimis
223783	De Minimis
223785	\$40.91
223786	\$79.51
223787	De Minimis
223790	\$58.71
223791	\$83.48
223792	\$83.48
223793	\$83.48
223798	\$8.57
223801	\$7.34
223802	\$279.79
223817	\$40.02
223840	\$34.51
223843	\$26.63
223844	De Minimis
223847	De Minimis
223848	De Minimis
223851	De Minimis
223852	De Minimis
223853	De Minimis
223855	De Minimis
223856	\$6.99
223861	De Minimis
223862	De Minimis
223863	De Minimis
223865	\$15.13
223867	\$108.09
223868	De Minimis
223871	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Lottinated Net Jetti	chieff Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
223873	\$47.53
223878	\$144.39
223880	De Minimis
223882	De Minimis
223885	De Minimis
223887	\$23.70
223896	De Minimis
223897	\$148.73
223900	\$31.84
223915	De Minimis
223920	\$18.59
223921	\$18.59
223922	\$18.59
223923	\$18.59
223928	De Minimis
223933	\$210.14
223936	De Minimis
223941	\$44.87
223942	\$13.17
223943	De Minimis
223944	De Minimis
223950	\$10.32
223958	\$31.78
223964	\$10.59
223966	\$6.30
223967	\$6.30
223968	\$6.30
223981	De Minimis
223997	\$256.13
223998	De Minimis
223999	De Minimis
224005	\$61.30
224006	De Minimis
224007	\$15.76
224014	\$52.84
224015	\$141.82
224018	\$23.37
224019	\$64.38
224020	\$257.57
224021	\$13.42
224022	\$258.67
224033	\$10.09
224034	\$43.89
224035	\$45.09

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

<b>Estimated Net Settlement Amount to Class Members</b>	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
224036	\$45.10
224041	\$32.48
224042	\$328.57
224043	\$103.59
224044	\$61.56
224045	\$61.56
224046	\$40.69
224057	De Minimis
224058	\$5.42
224059	\$53.53
224060	\$53.53
224061	\$22.42
224062	\$23.87
224063	De Minimis
224065	\$22.70
224077	De Minimis
224080	De Minimis
224084	De Minimis
224085	De Minimis
224086	De Minimis
224087	\$9.57
224103	\$33.20
224116	De Minimis
224120	De Minimis
224122	De Minimis
224124	De Minimis
224129	\$14.28
224143	\$249.90
224152	\$22.17
224163	De Minimis
224166	De Minimis
224171	De Minimis
224175	\$30.37
224177	De Minimis
224181	De Minimis
224182	De Minimis
224186	\$150.77
224187	\$14.25
224196	\$8.16
224219	De Minimis
300003	\$31.60
300007	De Minimis
300010	\$25.46
300012	\$47.69

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 300017 \$350.21 300028 De Minimis 300033 De Minimis 300036 De Minimis 300037 \$11.52 300039 \$916.44 300052 De Minimis 300056 \$63.90 300058 De Minimis 300060 \$32.14 \$29.71 300064 300077 De Minimis 300078 De Minimis 300079 De Minimis \$25.57 300084 300087 \$42.62 300090 De Minimis 300098 \$7.14 300109 \$14.99 300119 De Minimis 300124 De Minimis 300125 \$116.75 300126 \$23.10 300127 \$23.13 \$38.75 300129 300146 De Minimis \$158.85 300148 300152 \$613.92 \$6.06 300153 300158 \$21.22 300173 \$13.35 300175 \$19.65 300176 \$5.89 300177 \$94.10 300181 \$9.36 300192 \$6.46 300195 \$159.04 300197 De Minimis 300206 \$111.07 300208 De Minimis \$74.07 300212 300214 De Minimis 300221 \$14.96

De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	t Amount to class Wembers
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
300239	De Minimis
300240	\$105.02
300243	De Minimis
300244	\$50.88
300246	De Minimis
300247	De Minimis
300248	\$41.53
300249	\$50.88
300250	\$19.11
300252	\$86.82
300253	\$50.88
300254	\$19.45
300257	De Minimis
300258	\$8.27
300266	\$8.52
300267	De Minimis
300270	De Minimis
300271	\$157.37
300280	\$51.35
300282	\$71.35
300283	\$17.81
300284	\$15.41
300286	\$14.36
300287	\$6.17
300288	De Minimis
300289	\$68.13
300295	\$24.84
300296	\$24.84
300298	De Minimis
300299	De Minimis
300301	De Minimis
300302	De Minimis
300304	\$8.52
300320	\$21.04
300326	De Minimis
300327	\$17.01
300333	\$457.08
300334	\$457.08
300337	\$48.45
300344	\$15.33
300346	\$124.77
300347	\$262.44
300347	\$15.62
300350	\$15.62
300330	715.02

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 300351 \$15.62 300352 \$15.62 300356 \$13.12 300362 De Minimis 300364 De Minimis 300366 De Minimis De Minimis 300367 300369 \$8.36 De Minimis 300372 300373 \$14.61 300380 De Minimis 300381 De Minimis 300388 \$74.03 300389 De Minimis \$5.63 300390 300392 \$50.88 300399 \$6.83 300404 \$22.84 300405 \$6.78 300410 \$8.04 300419 \$5.39 300421 \$9.36 \$42.84 300422 300424 De Minimis 300434 De Minimis 300435 De Minimis De Minimis 300438 300439 De Minimis 300442 De Minimis 300445 \$41.01 \$14.32 300446 300447 \$26.86 300448 De Minimis 300449 \$8.50 300451 \$89.30 300458 \$42.61 300460 De Minimis 300461 \$34.37 300464 De Minimis 300470 \$47.92 300473 \$14.85 300477 \$58.37 300480 De Minimis

\$56.57

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement** Owner Number **Amount to Class Members** 300488 \$15.42 300491 De Minimis 300496 De Minimis 300497 De Minimis 300501 \$38.75 300509 De Minimis \$16.58 300511 300517 \$42.62 300520 \$8.69 300527 De Minimis 300544 De Minimis 300546 \$6.68 300549 De Minimis 300552 \$5.77 \$29.18 300555 300580 \$31.52 300581 \$230.50 300583 \$701.44 300584 \$701.44 300590 \$515.33 300591 De Minimis 300597 De Minimis \$339.28 300600 300604 \$66.39 300610 De Minimis 300611 De Minimis 300621 \$311.27 300622 De Minimis \$6.10 300637 300639 \$48.96 300652 De Minimis 300657 \$283.26 300661 \$7.16 300667 \$23.95 300674 De Minimis 300677 \$12.63 300679 \$83.78 300687 De Minimis \$107.74 300695 300699 \$48.39 300700 De Minimis 300701 De Minimis 300702 \$5.21

\$47.92

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement A	
	Estimated Net Settlement
Owner Number	Amount to Class Members
300710	\$37.27
300711	De Minimis
300712	De Minimis
300723	\$829.61
300728	De Minimis
300729	De Minimis
300732	\$24.63
300734	\$12.24
300742	\$6.52
300743	De Minimis
300748	\$8.85
300760	De Minimis
300761	De Minimis
300762	De Minimis
300769	\$61.62
300773	De Minimis
300786	\$34.37
300787	\$34.36
300788	De Minimis
300796	De Minimis
300799	\$63.90
300803	De Minimis
300806	\$5.37
300807	\$34.37
300809	\$21.31
300813	\$85.18
300814	\$33.10
300815	\$33.10
300816	\$15.89
300817	De Minimis
300818	\$10.92
300822	\$271.94
300826	\$116.75
300833	\$11.52
300845	\$48.11
300853	\$6.04
300856	\$37.29
300857	De Minimis
300858	\$10.39
300859	\$5.21
300861	\$62.40
300863	\$362.16
300867	De Minimis
300869	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
300870	\$42.84
300877	\$13.01
300878	\$12.75
300880	\$12.75
300883	\$34.90
300884	\$10.65
300885	\$31.96
300888	\$31.65
300893	\$15.48
300894	\$268.75
300896	De Minimis
300899	\$184.05
300936	\$8.52
300942	\$51.03
300945	\$74.24
300946	De Minimis
300947	\$19.18
300948	\$6.01
300949	\$6.01
300952	\$6.11
300964	De Minimis
300965	De Minimis
300970	De Minimis
300972	De Minimis
300974	\$283.25
300982	De Minimis
300987	\$6.06
300988	\$215.47
300989	De Minimis
300991	\$67.85
300992	\$67.86
300998	De Minimis
301008	\$11.52
301009	\$10.39
301020	\$5.37
301023	De Minimis
301024	De Minimis
301025	\$8.68
301026	De Minimis
301028	De Minimis
301030	De Minimis
301032	De Minimis
301033	De Minimis

De Minimis

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	5.1
Owner Number	Estimated Net Settlement  Amount to Class Members
301035	De Minimis
	\$6.29
301036	۶۵.29 De Minimis
301037	
301038	De Minimis
301040	De Minimis
301041	De Minimis
301042	De Minimis
301048	\$7.08
301050	\$196.83
301059	De Minimis
301062	\$8.59
301063	De Minimis
301066	\$6.40
301069	\$42.61
301071	\$84.86
301076	De Minimis
301077	\$85.71
301079	De Minimis
301081	\$99.61
301085	De Minimis
301087	De Minimis
301089	\$9.10
301090	De Minimis
301094	De Minimis
301097	De Minimis
301115	De Minimis
301119	\$13.72
301132	\$73.80
301137	De Minimis
301138	\$170.38
301142	De Minimis
301144	De Minimis
301145	\$67.45
301147	\$6.85
301152	\$318.11
301158	\$50.88
301159	\$10.69
301160	\$32.28
301166	De Minimis
301167	\$101.50
301177	De Minimis
301179	\$9.50
301180	\$17.11
301181	\$9.50

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Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
301183	\$16.32
301190	\$56.57
301192	\$319.49
301195	\$14.12
301196	\$14.12
301209	\$474.76
301221	\$40.00
301233	De Minimis
301235	De Minimis
301243	\$8.23
301249	\$18.22
301255	\$172.77
301266	\$23.95
301267	\$87.52
301268	\$73.80
301274	De Minimis
301275	De Minimis
301281	De Minimis
301284	De Minimis
301292	\$36.40
301294	\$20.81
301295	De Minimis
301296	De Minimis
301298	\$20.81
301300	De Minimis
301303	De Minimis
301317	\$6.71
301318	\$257.07
301319	\$9.59
301333	De Minimis
301343	\$9.98
301344	\$95.82
301350	\$7.83
301352	\$12.63
301353	\$10.92
301354	De Minimis
301355	De Minimis
301357	De Minimis
301360	\$236.07
301362	De Minimis
301368	\$51.63
301369	\$34.66
301379	De Minimis
301381	De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
301384	\$869.79
301385	De Minimis
301387	De Minimis
301388	\$42.84
301389	\$62.40
301390	\$46.21
301394	\$21.31
301395	\$67.54
301398	De Minimis
301399	De Minimis
301401	\$58.37
301405	De Minimis
301409	\$11.52
301411	De Minimis
301412	De Minimis
301418	De Minimis
301424	De Minimis
301425	\$34.06
301426	De Minimis
301427	De Minimis
301431	\$39.25
301437	\$24.84
301439	De Minimis
301441	\$35.93
301448	\$459.55
301449	\$15.70
301453	\$16.73
301454	\$5.58
301472	De Minimis
301474	\$69.08
301484	\$51.23
301488	\$65.60
301491	\$22.71
301496	\$31.52
301497	\$18.26
301501	\$31.52
301503	\$189.92
301508	\$21.22
301513	\$711.97
301520	De Minimis
301521	\$8.14
301523	De Minimis
301524	De Minimis
301534	De Minimis

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Estimated Net Settlement Amount to Class Members	
	Estimated Net Settlement
Owner Number	Amount to Class Members
301537	\$36.54
301538	\$98.38
301540	De Minimis
301545	De Minimis
301546	De Minimis
301547	\$535.12
301550	\$178.38
301552	\$21.56
301558	\$284.85
301559	\$712.10
301560	\$712.10
301561	De Minimis
301564	\$9.20
301599	\$177.45
400950	\$9.38
401926	De Minimis
507349	De Minimis
600001	De Minimis
600002	De Minimis
600003	De Minimis
600004	\$12.42
600005	De Minimis
600006	De Minimis
600007	De Minimis
600008	De Minimis
600010	\$9.91
600011	De Minimis
600012	De Minimis
600013	De Minimis
600015	De Minimis
600016	De Minimis
600017	De Minimis
600018	De Minimis
600019	De Minimis
600020	\$5.93
600021	De Minimis
600022	De Minimis
600023	De Minimis
600024	De Minimis
600025	De Minimis
600026	De Minimis
600027	De Minimis
600028	De Minimis
600029	De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

Owner Number	Estimated Net Settlement  Amount to Class Members
600030	De Minimis
600031	\$7.44
600032	De Minimis
600033	De Minimis
600036	De Minimis

600037 De Minimis \$7.92 600039 600040 De Minimis 600041 De Minimis 600042 \$8.91 600045 \$14.86 600046 \$19.81 600047 De Minimis 600048 De Minimis 600049 De Minimis 600050 \$5.93 600051 De Minimis 600052 De Minimis 600053 De Minimis 600054 De Minimis De Minimis 600055 600056 De Minimis 600057 De Minimis 600058 De Minimis 600059 De Minimis 600060 De Minimis De Minimis 600061 600062 \$9.91 600063 De Minimis 600064 De Minimis 600065 De Minimis 600066 De Minimis 600068 De Minimis 600071 De Minimis 600072 De Minimis 600073 De Minimis 600074 De Minimis 600075 De Minimis 600076 De Minimis 600077 De Minimis 600080 De Minimis 600081 De Minimis 600082 De Minimis 600083 De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

#### **Estimated Net Settlement Owner Number Amount to Class Members** 600084 \$24.77 600086 De Minimis 600087 \$19.82 600089 De Minimis 600090 De Minimis 600091 De Minimis 600092 De Minimis 600093 \$9.91 600094 De Minimis 600095 De Minimis 600096 De Minimis 600097 \$7.44 600098 De Minimis 600099 De Minimis 600100 De Minimis 600101 De Minimis 600102 De Minimis 600103 \$9.91 600104 \$5.93 600105 De Minimis 600107 De Minimis 600108 De Minimis 600109 De Minimis 600110 De Minimis 600111 De Minimis 600112 De Minimis 600113 De Minimis 600114 De Minimis 600115 \$14.86 600116 De Minimis 600117 De Minimis 600118 De Minimis De Minimis 600119 600120 \$39.64 600121 De Minimis 600122 De Minimis De Minimis 600123 600124 De Minimis 600125 De Minimis 600126 \$8.91 600127 De Minimis 600128 De Minimis

\$6.59

\$6.59

600129

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

#### **Estimated Net Settlement Amount to Class Members**

<b>Estimated Net Settlement Amount to Class Members</b>	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
600131	\$7.44
600132	De Minimis
600133	De Minimis
600134	De Minimis
600135	\$5.93
600136	De Minimis
600137	\$6.18
600138	De Minimis
600139	De Minimis
600140	\$6.18
600142	De Minimis
600143	De Minimis
600144	\$5.93
600145	De Minimis
600146	De Minimis
600148	De Minimis
600149	De Minimis
600150	\$9.91
600151	De Minimis
600152	De Minimis
600153	De Minimis
600154	De Minimis
600155	De Minimis
600156	De Minimis
600158	De Minimis
600159	De Minimis
600160	\$7.44
600161	De Minimis
600162	De Minimis
600163	De Minimis
600164	De Minimis
600165	De Minimis
600167	De Minimis
600168	De Minimis
600169	De Minimis
600170	De Minimis
600171	De Minimis
600172	De Minimis
600174	De Minimis
600175	\$24.77
600176	\$16.10
600177	De Minimis
600178	De Minimis

De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement Owner Number Amount to Class Members** 600180 De Minimis 600182 \$6.18 600183 De Minimis 600184 \$7.44 600185 \$8.67 600186 \$6.18 600187 De Minimis 600188 De Minimis De Minimis 600190 600191 De Minimis \$7.44 600192 600193 De Minimis 600194 De Minimis 600196 \$39.64 600197 De Minimis 600198 \$39.64 \$6.94 600199 600200 De Minimis 600201 \$39.64 600202 De Minimis 600203 De Minimis 600204 De Minimis 600205 De Minimis 600206 De Minimis 600207 De Minimis 600208 De Minimis 600210 De Minimis 600211 De Minimis 600212 De Minimis 600213 De Minimis 600214 De Minimis 600215 De Minimis De Minimis 600216 600217 De Minimis 600218 De Minimis 600219 De Minimis De Minimis 600220 600221 \$7.92 600222 De Minimis 600223 \$7.92 600224 De Minimis 600225 De Minimis 600226 De Minimis

\$14.86

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement Owner Number Amount to Class Members** 600229 De Minimis 600230 De Minimis 600231 De Minimis 600232 \$5.93 600233 De Minimis 600234 De Minimis 600235 De Minimis 600236 De Minimis 600238 De Minimis 600239 \$14.86 600240 De Minimis 600241 De Minimis 600242 De Minimis 600244 De Minimis 600245 De Minimis 600246 De Minimis 600247 De Minimis 600249 De Minimis 600250 De Minimis 600251 \$7.92 600252 De Minimis De Minimis 600253 600254 De Minimis 600256 De Minimis 600257 De Minimis 600258 \$6.59 600259 De Minimis 600260 De Minimis 600261 De Minimis 600262 De Minimis 600263 De Minimis 600264 De Minimis De Minimis 600265 600266 De Minimis 600267 De Minimis 600268 De Minimis \$7.44 600269 600270 \$13.22 600272 De Minimis 600273 De Minimis De Minimis 600274 600275 De Minimis 600276 De Minimis

De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 600278 De Minimis 600279 De Minimis 600280 \$5.93 600281 De Minimis 600282 \$7.92 600283 De Minimis \$17.33 600284 600285 De Minimis \$7.28 600286 600287 De Minimis 600288 De Minimis 600289 De Minimis 600290 De Minimis De Minimis 600291 600292 De Minimis 600293 De Minimis 600294 De Minimis 600295 De Minimis 600296 De Minimis 600297 De Minimis 600298 \$5.93 600299 De Minimis 600300 De Minimis 600301 De Minimis 600302 De Minimis 600303 De Minimis 600304 De Minimis 600305 De Minimis 600306 De Minimis 600307 \$9.90 600308 De Minimis 600309 De Minimis De Minimis 600310 600311 \$19.82 600312 \$264.94 600313 De Minimis De Minimis 600314 600315 De Minimis \$17.33 600316 600317 De Minimis

600318 600319

600320

600321

De Minimis

De Minimis

De Minimis

De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

<b>Estimated Net Settlement Amount to Class Members</b>	
	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
600322	De Minimis
600323	\$11.90
600324	De Minimis
600325	De Minimis
600326	De Minimis
600327	De Minimis
600328	De Minimis
600329	De Minimis
600330	De Minimis
600331	De Minimis
600334	De Minimis
600335	De Minimis
600336	De Minimis
600337	De Minimis
600338	De Minimis
600339	De Minimis
600340	De Minimis
600342	De Minimis
600343	De Minimis
600344	\$10.75
600345	De Minimis
600346	De Minimis
600348	De Minimis
600349	\$9.91
600350	De Minimis
600351	De Minimis
600352	De Minimis
600354	De Minimis
600356	De Minimis
600357	De Minimis
600359	De Minimis
600360	De Minimis
600362	De Minimis
600363	De Minimis
600364	\$9.91
600366	De Minimis
600367	De Minimis
600368	De Minimis
600369	De Minimis
600370	De Minimis
600371	De Minimis
600372	De Minimis
600373	\$7.44

De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	<b>Estimated Net Settlement</b>
Owner Number	<b>Amount to Class Members</b>
600375	De Minimis
600376	De Minimis
600377	De Minimis
600378	De Minimis
600379	De Minimis
600380	De Minimis
600381	De Minimis
600382	De Minimis
600383	De Minimis
600384	De Minimis
600385	De Minimis
600386	\$16.09
600388	De Minimis
600389	De Minimis
600390	\$7.44
600391	De Minimis
600393	De Minimis
600394	De Minimis
600395	De Minimis
600396	De Minimis
600397	De Minimis
600398	De Minimis
600401	De Minimis
600402	De Minimis
600403	De Minimis
600404	De Minimis
600406	De Minimis
600407	De Minimis
600408	De Minimis
600410	De Minimis
600411	De Minimis
600413	De Minimis
600414	De Minimis
600415	De Minimis
600416	De Minimis
600417	De Minimis
600418	\$7.92
600420	De Minimis
600422	De Minimis
600423	De Minimis
600424	De Minimis
600425	De Minimis
600426	De Minimis
600427	De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement Owner Number Amount to Class Members** 600429 \$6.18 600430 De Minimis 600432 De Minimis 600433 De Minimis 600434 De Minimis 600435 De Minimis 600436 De Minimis 600438 De Minimis 600439 De Minimis 600440 De Minimis 600441 De Minimis 600442 \$7.92 600443 \$7.44 600444 De Minimis 600445 De Minimis 600446 De Minimis 600447 De Minimis 600448 De Minimis 600449 De Minimis 600450 De Minimis \$29.72 600451 De Minimis 600452 600453 De Minimis 600454 De Minimis 600456 De Minimis 600457 \$14.86 600458 De Minimis 600459 \$39.64 600460 De Minimis 600465 De Minimis 600467 De Minimis 600469 De Minimis De Minimis 600470 600471 De Minimis 600472 De Minimis 600473 De Minimis De Minimis 600474

De Minimis \$61.74

De Minimis

\$17.88

De Minimis

\$287.30

De Minimis

600486

600492 600712

600765

600971

601531

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	Estimated Net Settlement
Owner Number	Amount to Class Members
601538	\$23.62
601539	De Minimis
601541	De Minimis
602210	De Minimis
602357	De Minimis
700002	De Minimis
700006	De Minimis
700007	\$390.63
700010	\$129.67
700016	De Minimis
700021	De Minimis
700026	\$21.79
700046	\$21.77
700051	\$17.95
700065	De Minimis
700077	De Minimis
700080	De Minimis
700085	\$12.26
700086	De Minimis
700089	\$578.65
700091	\$24.03
700093	\$9.95
700101	\$20.08
700118	\$34.19
700119	\$68.37
700120	\$34.19
700121	De Minimis
700124	\$42.91
700137	De Minimis
700137	\$194.27
700152	\$67.55
700156	De Minimis
700168	De Minimis
700169	\$6.21
700178	De Minimis
700201	\$11.00
700221	\$29.64
700234	\$6.57
700235	\$167.79
700237	\$56.63
700238	De Minimis
700267	\$12.35
700277	\$218.83
700272	\$218.83
700273	7210.03

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
700275	\$10.62
700278	De Minimis
700280	\$2,707.69
700313	\$1,357.99
700316	De Minimis
700321	\$1,172.55
700324	\$498.67
700332	De Minimis
700338	\$5.69
700340	De Minimis
700344	De Minimis
700354	De Minimis
700355	De Minimis
700357	\$5.69
700377	\$15.96
700379	De Minimis
700402	\$6.96
700403	\$21.12
700415	\$6.62
700425	\$6.05
700431	De Minimis
700442	De Minimis
700449	De Minimis
700452	De Minimis
700453	\$113.21
700463	\$229.33
700472	De Minimis
700479	\$27.16
700482	\$62.92
700498	\$47.50
700502	\$77.89
700505	De Minimis
700520	\$5.69
700528	De Minimis
700537	De Minimis
700543	De Minimis
700548	\$5.36
700555	De Minimis
700562	\$24.31
700563	De Minimis
700568	De Minimis
700569	\$151.94
700575	\$21.78
700577	De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 700579 De Minimis 700612 \$54.93 700614 \$83.06 700615 \$30.33 700631 \$26.89 700635 \$26.91 700646 De Minimis 700649 \$6,172.23 700650 \$88.52 700701 De Minimis 700703 \$21.90 700715 \$31.85 700722 \$6.09 700731 De Minimis \$26.79 700736 700757 De Minimis 700760 De Minimis 700762 De Minimis 700768 \$100.80 700779 De Minimis 700781 De Minimis 700782 De Minimis \$605.90 700786 700788 \$34.90 700789 \$100.80 700797 De Minimis 700805 \$5.36 700812 \$296.18 700817 \$16.13 700822 De Minimis 700824 De Minimis 700827 De Minimis 700830 \$24.61 700834 De Minimis 700841 \$25.37 700842 De Minimis 700843 \$191.66 700853 \$36.10 700857 \$11.92 700864 De Minimis 700865 De Minimis 700869 \$73.59 700874 \$97.30

De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 700897 De Minimis 700898 De Minimis 700899 \$53.86 700903 De Minimis 700911 \$6.64 700912 \$195.51 \$580.23 700914 700918 \$5.21 700919 \$214.50 700933 \$24.64 700939 De Minimis 700943 \$315.78 700945 \$154.20 700948 \$38.07 700960 De Minimis 700980 \$237.24 \$84.02 700983 700989 \$16.51 700995 \$38.25 700996 De Minimis \$32.90 701001 701003 De Minimis 701008 De Minimis 701012 De Minimis \$14.10 701018 701024 \$67.06 701025 De Minimis 701026 De Minimis \$39.82 701044 701057 De Minimis 701059 De Minimis 701071 \$5.39 701087 \$25.07 701102 \$12.26 701106 \$43.23 701107 \$43.24 \$6.99 701158 701160 \$15.77 \$44.34 701167 701169 \$151.94 \$655.90 701191 701221 De Minimis 701243 De Minimis

\$7.89

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlem	ent Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
701254	De Minimis
701259	De Minimis
701262	\$79.18
701270	De Minimis
701271	\$15.91
701286	\$70.05
701287	\$5.44
701309	De Minimis
701336	De Minimis
701352	\$75.30
701353	\$313.82
701358	De Minimis
701360	\$21.97
701368	\$10.70
701372	De Minimis
701387	De Minimis
701397	\$27.74
701401	\$63.88
701413	\$5.81
701415	De Minimis
701424	\$1,338.72
701429	\$11.17
701435	De Minimis
701457	\$13.53
701462	De Minimis
701465	\$28.63
701469	\$10.75
701472	De Minimis
701480	\$11.25
701483	\$25.11
701487	\$10.85
701500	\$63.86
701505	\$8.07
701506	\$8.07
701508	\$8.07
701518	De Minimis
701523	\$264.85
701543	\$36.53
701553	De Minimis
701557	\$70.25
701570	De Minimis
701582	\$5.11
701583	De Minimis
701593	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 701599 De Minimis 701607 De Minimis 701609 De Minimis 701611 \$38.29 701618 \$5.10 701638 \$5.28 \$5.80 701645 701648 De Minimis De Minimis 701663 701669 \$143.79 \$8.73 701671 701674 \$8.73 701676 De Minimis 701678 \$362.64 701681 \$29.51 701715 \$7.65 \$22.74 701724 701729 \$15.49 701732 \$134.10 701749 \$43.12 \$18.81 701753 701783 \$82.63 \$6.70 701786 701788 \$9.25 701789 De Minimis 701790 De Minimis 701796 De Minimis 701797 \$80.74 701807 De Minimis 701818 \$124.60 701819 De Minimis 701826 \$93.06 701836 \$7.06 701840 \$308.66 701847 De Minimis 701852 \$6.09 701853 De Minimis 701855 \$24.64 701865 \$22.23 701879 \$8.36 701880 \$35.12 701881 De Minimis 701894 \$21.06

\$21.33

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement
Amount to Class Members
\$35.57
\$922.89
De Minimis
De Minimis
\$48.60
\$17.31
\$68.95
\$19.74
De Minimis
\$75.95
De Minimis
De Minimis
De Minimis
De Minimis
\$71.38
\$71.38
\$28.28
\$1,575.31
De Minimis
De Minimis
De Minimis
De Minimis
\$57.03
De Minimis
\$382.54
De Minimis
\$8.11
\$11.17
\$12.92
\$5.36
\$47.00
\$460.53
De Minimis
\$9.54
\$83.41
\$54.41
\$166.26
\$27.74
\$177.36
\$27.74
\$106.56
De Minimis
De Minimis
De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members	
Owner Number	Estimated Net Settlement
Owner Number	Amount to Class Members
702242	\$91.93
702249	De Minimis
702254	\$18.36
702255	\$29.51
702261	\$399.04
702271	De Minimis
702274	\$18.63
702288	\$13.51
702289	De Minimis
702292	\$102.34
702298	De Minimis
702311	\$26.53
702313	\$5.56
702319	De Minimis
702326	\$307.32
702332	\$138.08
702337	De Minimis
702339	De Minimis
702340	\$110.24
702341	De Minimis
702355	De Minimis
702359	\$24.40
702386	De Minimis
702388	\$12.80
702394	\$18.08
702411	\$16.50
702413	\$71.08
702414	De Minimis
702417	\$43.52
702420	\$19.01
702422	\$9.62
702423	\$137.23
702433	\$22.58
702436	De Minimis
702442	De Minimis
702457	\$24.45
702464	De Minimis
702467	De Minimis
702474	\$67.61
702516	De Minimis
702518	De Minimis
702523	\$48.98
702525	\$21.90
702521	¢24 F0

\$34.50

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	Estimated Net Cathless and
Owner Number	Estimated Net Settlement
Owner Number	Amount to Class Members
702532 702554	\$21.91 De Minimis
702580	
	\$187.84
702582	\$35.33
702583	\$45.97
702612	\$6.93
702614	\$6.27
702619	\$5.58
702621	\$5.29
702625	\$481.85
702626	\$284.38
702637	\$7.50
702643	De Minimis
702651	De Minimis
702658	\$81.13
702663	\$28.41
702673	\$19.03
702680	\$24.31
702687	\$7.33
702689	\$5.17
702692	\$590.28
702693	\$36.10
702694	De Minimis
702698	\$10.23
702700	\$27.74
702702	De Minimis
702707	De Minimis
702709	\$43.23
702710	De Minimis
702711	De Minimis
702713	\$920.07
702718	\$5.23
702723	\$22.23
702726	\$10.93
702729	\$246.54
702736	De Minimis
702743	De Minimis
702744	De Minimis
702750	\$9.51
702751	De Minimis
702753	De Minimis
702755	\$9.32
702774	\$6.33
702775	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members	
Owner Number	Estimated Net Settlement  Amount to Class Members
702797	De Minimis
702812	\$7.97
702815	De Minimis
702816	De Minimis
702819	\$26.39
702831	\$9.07
702834	De Minimis
702836	De Minimis
702844	De Minimis
702850	\$356.28
702855	De Minimis
702858	\$18.25
702866	\$25.47
702875	\$63.88
702877	\$63.88
702878	\$127.76
702879	De Minimis
702888	De Minimis
702893	\$41.80
702899	De Minimis
702906	\$33.00
702916	\$23.40
702932	\$55.12
702942	\$24.05
702949	\$75.95
702958	\$62.45
702959	\$514.72
702961	\$28.05
702993	\$76.99
702997	\$56.78
702999	De Minimis
703004	De Minimis
703005	De Minimis
703006	\$78.71
703010	\$94.55
703035	De Minimis
703039	\$6.09
703048	De Minimis
703053	\$8.10
703056	\$84.98
703058	\$50.49
703063	De Minimis
703071	\$465.48
702074	D = \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 703078 De Minimis 703093 \$16.44 703095 \$86.23 703107 \$425.86 703108 \$1,089.87 703110 \$10.85 703112 \$10.85 703116 \$16.64 703117 \$56.81 703118 \$82.34 \$6.40 703121 703122 \$17.07 703123 De Minimis 703124 \$6.40 703130 \$34.86 703139 \$7.18 \$747.56 703142 703150 \$22.23 703151 De Minimis 703160 De Minimis De Minimis 703165 703166 De Minimis \$55.65 703174 703175 \$441.83 \$30.31 703186 703223 De Minimis 703232 \$35.12 703234 De Minimis 703239 \$11.41 703240 \$26.53 703242 \$84.21 703243 \$8.89 \$84.21 703244 703245 \$28.05 703248 \$6.55 703265 \$43.26 \$23.46 703268 703271 De Minimis \$235.39 703273 703285 De Minimis 703291 \$38.65

\$13.29

\$15.34

\$1,405.02

703305

703306

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 703314 De Minimis 703317 De Minimis 703321 \$31.65 703344 \$723.43 703349 \$227.48 703350 De Minimis 703356 De Minimis 703357 \$95.93 703360 De Minimis 703377 De Minimis 703382 \$5.42 703407 \$5.74 703408 De Minimis 703417 \$29.63 703419 De Minimis 703421 De Minimis \$46.77 703422 703424 De Minimis 703425 De Minimis 703426 \$46.77 703433 De Minimis 703438 De Minimis 703454 De Minimis 703455 De Minimis 703459 De Minimis 703460 De Minimis \$5.67 703473 703479 \$17.93 703482 De Minimis 703483 De Minimis \$5.73 703485 703495 De Minimis \$8.49 703502 703505 \$18.63 703506 De Minimis 703511 \$32.19 De Minimis 703522 703525 \$766.33 703530 De Minimis 703531 De Minimis \$10.62 703532 703534 \$20.61 703538 De Minimis 703564 De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 703566 De Minimis 703571 \$22.81 703572 \$5.51 703574 \$115.93 703586 \$23.46 703587 \$21.43 \$28.29 703591 703596 De Minimis \$5.67 703601 703604 \$5.67 703613 \$10.45 703614 \$23.40 703616 \$85.69 703620 De Minimis \$158.90 703622 703628 De Minimis De Minimis 703629 703630 De Minimis 703642 De Minimis 703650 \$10.26 703651 \$82.76 703664 De Minimis \$20.69 703668 703669 De Minimis 703670 De Minimis 703675 \$227.48 \$7.57 703686 703687 De Minimis De Minimis 703695 703698 \$95.57 703706 \$389.80 703711 \$5.76 \$12.51 703715 703718 De Minimis 703741 De Minimis 703744 \$6.51 703754 \$113.64 703766 \$303.78 703773 \$55.93 703795 \$65.44 703796 \$29.49 703805 \$107.35 703806 De Minimis

De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 703829 \$8.16 703833 \$85.62 703836 De Minimis 703839 De Minimis 703840 \$21.13 703843 \$10.55 703846 De Minimis 703847 De Minimis \$5.43 703849 703854 De Minimis 703856 \$11.26 703882 \$93.68 703890 \$265.70 703902 \$1,644.51 703905 \$22.81 703907 De Minimis \$171.59 703927 703928 \$101.06 703929 De Minimis 703940 De Minimis De Minimis 703941 703947 De Minimis 703955 De Minimis 703959 \$186.88 703967 De Minimis 703974 De Minimis 703976 \$622.92 703980 \$622.92 \$747.56 703981 703989 De Minimis 703990 De Minimis 703995 De Minimis De Minimis 703999 704001 \$72.54 704017 \$146.28 704038 \$13.16 704048 \$125.83 704054 De Minimis 704057 De Minimis 704059 \$14.17 704067 \$762.66 704069 \$6.72 704075 \$5.76

De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement	Amount to class Members
	Estimated Net Settlement
Owner Number	Amount to Class Members
704088	\$246.55
704090	De Minimis
704091	De Minimis
704094	De Minimis
704095	De Minimis
704097	De Minimis
704098	De Minimis
704099	De Minimis
704119	\$6.43
704121	\$29.51
704123	\$59.36
704124	\$9.36
704127	De Minimis
704148	\$41.87
704157	\$17.56
704165	\$28.05
704184	De Minimis
704199	\$6.10
704202	De Minimis
704208	\$29.51
704209	De Minimis
704214	De Minimis
704217	De Minimis
704219	\$18.90
704231	\$83.41
704232	De Minimis
704243	De Minimis
704244	De Minimis
704251	De Minimis
704254	\$140.93
704256	\$33.55
704282	\$22.23
704291	De Minimis
704312	\$31.44
704322	\$6.64
704325	\$18.63
704328	\$161.12
704347	\$16.13
704365	\$604.29
704378	\$485.55
704379	\$18.03
704380	\$18.03
704392	\$12.08
704393	De Minimis

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 704400 De Minimis 704407 De Minimis 704409 De Minimis 704411 De Minimis 704432 \$30.33 704438 De Minimis 704443 De Minimis 704459 De Minimis 704461 \$63.62 704463 \$27.93 704485 \$24.31 704487 De Minimis 704488 \$8.68 704490 \$97.35 \$5.99 704491 704497 \$10.83 \$21.33 704503 704510 \$112.31 704517 De Minimis 704519 \$9.37 704536 De Minimis 704538 \$10.81 704549 \$102.34 704551 \$12.71 \$6.38 704553 704556 De Minimis 704595 De Minimis 704596 \$6.12 704620 De Minimis 704628 De Minimis 704634 De Minimis 704649 \$20.15 704655 \$10.05 704656 \$10.05 704662 \$151.02 704667 \$86.25 \$48.77 704682 704700 De Minimis 704701 \$21.90 704703 \$18.25 704705 \$864.91 704707 De Minimis De Minimis

\$13.70

704713

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlemen	t Amount to class Members
	Estimated Net Settlement
Owner Number	Amount to Class Members
704722	De Minimis
704727	\$58.95
704730	De Minimis
704754	De Minimis
704761	\$20.06
704774	De Minimis
704779	\$5.44
704782	\$17.99
704783	De Minimis
704791	\$7.39
704795	De Minimis
704805	De Minimis
704817	De Minimis
704818	\$8.85
704819	\$27.02
704844	\$191.66
704845	De Minimis
704852	\$16.79
704858	\$18.58
704859	De Minimis
704863	De Minimis
704866	\$5.66
704867	\$54.09
704875	\$7.83
704884	De Minimis
704888	\$42.23
704889	\$21.13
704891	\$38.25
704894	\$42.25
704895	\$42.23
704900	\$165.70
704908	\$31.96
704915	\$356.15
704928	De Minimis
704930	De Minimis
704949	De Minimis
704952	\$1,250.01
704954	\$24.31
704955	\$196.24
704956	De Minimis
704958	De Minimis
704967	\$20.94
704969	\$81.85
704974	De Minimis
	- ······ <del>·</del>

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 705006 \$44.01 705016 De Minimis 705018 De Minimis 705033 \$39.51 705037 \$84.85 705043 \$11.41 \$6.94 705053 705055 De Minimis 705059 De Minimis 705082 \$68.79 705087 De Minimis 705089 \$17.23 705092 \$28.43 705095 \$28.37 705099 \$11.47 705117 \$1,226.41 De Minimis 705124 705130 \$18.48 705133 De Minimis 705147 \$167.79 705149 \$254.85 705150 \$11.57 \$6.85 705153 705155 De Minimis \$7.42 705161 705187 \$18.58 705193 \$403.61 705201 De Minimis 705202 De Minimis 705204 \$18.63 De Minimis 705206 705224 \$46.32 De Minimis 705231 705236 \$20.55 705248 \$6.96 705252 \$7.59 705256 \$126.56 705265 \$17.59 \$147.71 705283 705284 De Minimis \$45.97 705301 705309 \$10.05 705322 \$150.53

\$94.69

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 705330 \$26.52 705337 \$7.46 705342 \$6.88 705343 De Minimis 705344 \$21.02 705346 \$29.28 705353 De Minimis 705366 De Minimis De Minimis 705383 705386 \$40.40 705407 De Minimis 705410 \$5.79 705412 De Minimis 705415 \$6.37 \$42.43 705421 705426 \$220.37 \$56.26 705447 705451 De Minimis 705452 \$35.68 705461 De Minimis 705464 \$18.14 705465 \$7.37 705470 De Minimis 705483 \$140.37 705485 De Minimis 705494 \$32.19 705500 \$39.52 705505 De Minimis De Minimis 705506 705523 \$5.30 \$10.85 705524 705527 De Minimis \$62.13 705534 705535 \$43.91 705537 \$136.33 705540 De Minimis \$6.40 705543 705544 \$6.40 705545 \$35.19 705546 \$6.40 \$6.40 705547 705553 De Minimis 705554 \$5.69

\$7.41

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 705580 \$484.25 705583 De Minimis 705588 \$39.04 705599 \$19.03 705612 \$199.33 705619 \$7.57 705626 De Minimis 705630 \$18.96 \$11.38 705631 705639 De Minimis \$45.85 705643 705655 De Minimis 705656 De Minimis 705673 \$11.29 705677 De Minimis 705681 \$76.74 705690 De Minimis 705714 \$123.28 705719 \$247.57 705725 De Minimis 705746 De Minimis 705752 \$6.41 705753 De Minimis 705759 \$7.91 \$49.14 705769 705770 \$25.27 705790 \$11.55 705801 \$53.04 \$46.81 705826 705840 \$30.07 \$7.46 705846 705866 De Minimis \$9.14 705873 705888 \$20.74 705902 \$35.12 705905 De Minimis \$24.06 705906 705907 \$77.11 705908 De Minimis 705922 \$129.28 705925 De Minimis 705930 \$7.47 705931 De Minimis

705933

\$97.78

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 705958 De Minimis 705962 De Minimis 705969 \$747.71 705971 De Minimis 705987 De Minimis 705992 \$58.27 705998 \$10.94 706003 \$106.17 706024 \$115.25 706026 De Minimis \$12.66 706039 706045 De Minimis 706059 \$6.21 706060 \$5.76 \$117.20 706063 706064 De Minimis 706065 De Minimis 706066 \$8.67 706067 \$7.99 706068 \$6.21 706070 De Minimis 706071 \$5.26 \$6.21 706072 706074 \$17.31 De Minimis 706083 706086 De Minimis 706089 De Minimis 706090 De Minimis 706092 De Minimis 706093 De Minimis 706096 De Minimis 706118 \$54.03 706129 \$7.80 706130 \$7.80 706136 De Minimis 706137 \$10.05 706149 \$29.58 706160 \$5.65 706163 De Minimis 706186 De Minimis 706187 \$5.69 706188 \$17.01

\$17.00

\$304.87

706189

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members	
Owner Number	Estimated Net Settlement  Amount to Class Members
706198	\$13.78
706202	\$113.94
706204	\$91.94
706210	\$21.13
706212	\$14.14
706218	\$28.05
706224	\$115.88
706231	De Minimis
706240	\$17.28
706241	\$119.34
706245	\$63.74
706247	\$24.53
706267	\$15.03
706272	\$228.62
706280	\$15.03
706286	\$7.69
706297	De Minimis
706300	\$30.49
706308	\$151.94
706309	\$50.35
706312	De Minimis
706313	\$19.11
706316	\$53.33
706323	De Minimis
706324	De Minimis
706327	\$3,620.17
706330	De Minimis
706341	De Minimis
706347	\$5.88
706354	\$6.23
706363	De Minimis
706374	\$5.77
706380	\$14.35
706386	De Minimis
706387	De Minimis
706389	De Minimis
706394	\$53.03
706398	\$14.86
706411	\$106.04
706414	\$45.94
706419	De Minimis
706424	\$10.85
706426	\$996.66
700420	\$550.00 60.31

\$8.21

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 706435 De Minimis 706437 \$15.28 706447 \$51.91 706458 \$36.26 706466 De Minimis 706468 \$424.30 706476 De Minimis 706492 \$6.04 706493 De Minimis 706501 De Minimis \$6.34 706504 706520 De Minimis 706522 De Minimis 706534 De Minimis \$31.13 706542 706545 De Minimis \$115.92 706548 706553 \$154.19 706555 De Minimis 706557 \$10.91 706568 De Minimis 706572 De Minimis 706573 De Minimis 706574 De Minimis \$20.94 706577 706580 \$47.44 \$140.16 706584 706586 \$14.14 706589 \$931.54 706600 \$1,238.37 \$44.77 706613 706619 \$38.40 \$8.37 706625 706627 \$43.26 706628 \$5.23 \$5.13 706636 706641 \$21.13 706650 \$7.22 \$20.74 706651

De Minimis \$10.13

De Minimis

\$25.75

\$12.35

706655

706661 706668

706671

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

	<b>Estimated Net Settlement</b>
<u>lumber</u>	<b>Amount to Class Members</b>
584	De Minimis
585	\$11.74
586	\$6.35
588	De Minimis

	Estimated Net Settlem
Owner Number	<b>Amount to Class Memb</b>
706684	De Minimis
706685	\$11.74
706686	\$6.35
706688	De Minimis
706689	\$119.30
706690	\$124.09
706691	\$6.20
706692	\$143.76
706693	\$17.59
706694	\$17.59
706695	\$140.93
706696	\$70.49
706697	\$17.59
706705	De Minimis
706714	\$17.07
706716	\$24.61
706728	\$18.58
706737	\$18.58
706739	\$245.37
706751	De Minimis
706752	De Minimis
706753	De Minimis
706754	De Minimis
706756	\$30.97
706758	\$5.58
706759	\$48.99
706765	\$98.17
706772	De Minimis
706773	\$5.08
706787	De Minimis
706797	De Minimis
706864	\$27.74
706865	\$7.69
706874	De Minimis
706883	\$142.71
706884	\$830.56
706892	\$14.26
706895	\$14.26
706910	\$9.70
706920	De Minimis
706927	\$13.16
706943	De Minimis
706949	De Minimis
706950	\$35.21

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 706988 De Minimis 707112 \$16.06 707115 \$8.04 707122 De Minimis 707123 De Minimis 707126 De Minimis \$9.27 707128 707141 \$48.68 707142 \$48.68 707145 De Minimis 707211 De Minimis 707254 \$24.29 707255 \$624.58 707267 \$65.20 \$26.12 707270 707282 De Minimis \$203.28 707283 707284 \$177.88 707285 De Minimis 707289 De Minimis 707290 \$11.31 707293 De Minimis \$18.82 707295 707296 \$18.81 707300 \$121.68 707309 \$15.14 707311 De Minimis 707320 \$50.21 707323 \$45.41 707330 \$124.43 \$12.98 707528 707529 De Minimis 707531 De Minimis 707532 De Minimis 707533 De Minimis 707538 De Minimis 707539 \$11.69 707540 \$5.14 707554 \$13.30 707555 \$945.58 707561 \$191.95 707566 De Minimis 707569 \$22.82

\$8.38

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settle	ment Amount to class Wembers
Owner Number	Estimated Net Settlement Amount to Class Members
707582	\$21.30
707586	De Minimis
707589	\$137.96
707592	\$125.00
707595	\$104.45
707600	\$22.48
707624	De Minimis
707676	\$5.75
707677	\$5.71
707678	\$5.75
707679	\$5.75
707712	\$35.99
707713	De Minimis
707715	\$31.09
707716	\$13.51
707719	\$31.02
707720	\$6.67
707721	\$8.77
707722	\$31.13
707751	De Minimis
707752	De Minimis
707754	\$38.16
707756	\$38.16
707757	\$1,031.33
707759	\$38.16
707760	\$38.16
707761	\$19.15
707762	\$29.47
707763	\$19.15
707764	De Minimis
707765	\$38.16
707766	\$38.16
707767	\$48.70
707768	\$95.15
707771	\$59.99
707772	\$38.16
707773	\$160.50
707774	\$19.15
707775	\$19.15
707776	\$38.16
707777	\$38.16
707778	\$68.78
707779	\$19.15
707780	\$19.15

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Estimated Net Settlement Amount to Class Members	
	<b>Estimated Net Settlement</b>
Owner Number	Amount to Class Members
707781	\$38.16
707782	\$137.52
707783	\$68.78
707785	De Minimis
707824	De Minimis
707831	\$23.40
707859	\$16.29
707872	\$64.22
707874	\$21.41
707876	De Minimis
707878	\$7.15
707882	De Minimis
707883	\$12.62
707897	De Minimis
707910	\$21.41
707938	\$27.21
707939	De Minimis
707953	\$161.95
707954	\$161.95
707956	De Minimis
707961	\$7.96
707962	De Minimis
707965	\$13.59
707968	\$6.19
707971	\$160.45
707972	De Minimis
707980	\$16.89
707981	\$157.10
707987	De Minimis
707990	De Minimis
707991	De Minimis
707997	\$88.41
708014	\$84.16
708016	\$575.21
708018	\$6.07
708020	De Minimis
708059	De Minimis
708063	\$900.08
708072	\$61.47
708078	\$12.27
708081	De Minimis
708133	\$105.46
708135	\$424.01
708136	\$8.54

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement Owner Number Amount to Class Members** 708152 \$371.43 708200 De Minimis 708202 De Minimis 708203 De Minimis 708207 De Minimis 708208 De Minimis 708211 De Minimis 708213 De Minimis 708214 De Minimis 708216 De Minimis 708219 De Minimis 708221 De Minimis 708222 De Minimis 708227 De Minimis 708229 De Minimis 708230 De Minimis 708234 De Minimis 708237 De Minimis 708243 De Minimis 708244 De Minimis 708251 De Minimis 708254 De Minimis 708256 De Minimis 708260 De Minimis 708261 De Minimis 708282 De Minimis 708293 \$41.77 708294 \$13.58 708295 De Minimis 708297 \$11.63 708299 De Minimis 708300 \$11.63 708317 \$7.64 708318 \$7.64 708329 \$15.09 708330 De Minimis De Minimis 708333 708337 De Minimis 708338 De Minimis 708341 \$5,671.37 708347 De Minimis 708350 De Minimis 708357 De Minimis

\$151.49

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 708375 \$77.12 708381 De Minimis 708417 \$20.67 708427 De Minimis \$209.38 708467 708468 \$6.95 708477 \$66.22 708479 \$83.41 708482 \$42.70 708485 \$6.33 \$37.14 708487 708488 \$57.84 708489 De Minimis 708490 \$26.96 \$14.50 708491 708492 \$14.51 708493 De Minimis 708494 \$23.47 708497 \$244.12 708499 De Minimis 708500 De Minimis 708511 De Minimis De Minimis 708560 708561 De Minimis \$7.69 708592 708614 \$15.93 708615 De Minimis 708616 De Minimis 708617 De Minimis 708618 De Minimis 708619 De Minimis 708620 De Minimis 708621 De Minimis 708623 De Minimis 708627 \$7.22 708628 \$24.05 708631 \$19.58 708632 \$7.53 708635 \$7.34 708639 \$6.07 708649 \$40.62 708664 \$13.50 708665 \$94.71

\$160.77

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

Estimated Net Settlement Amount to Class Members	
Owner Number	Estimated Net Settlement Amount to Class Members
708668	\$41.70
708669	\$21.89
708670	\$370.30
708676	De Minimis
708681	\$28.29
708683	\$47.34
708704	\$2,071.81
708705	\$2,071.81
708714	\$9.75
708717	\$11.07
708729	\$63.45
708747	De Minimis
708756	\$111.81
708758	\$15.97
708759	\$7.06
708760	\$15.97
708761	\$15.97
708762	\$15.97
708764	\$15.98
708765	\$6.64
708767	De Minimis
708769	\$62.10
708796	\$11.98
708797	De Minimis
708798	\$6.28
708799	\$8.08
708802	\$15.28
708803	De Minimis
708808	De Minimis
708813	De Minimis
708829	\$9.79
708832	\$5.11
708834	\$29.36
708835	\$29.35
708839	\$362.99
708842	\$13.21
708847	\$29.29
708866	De Minimis
708937	De Minimis
708948	De Minimis
708984	\$19.34
708993	De Minimis
708999	\$6.73

De Minimis

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### Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

### **Estimated Net Settlement** Owner Number **Amount to Class Members** 709023 De Minimis 709025 De Minimis 709026 De Minimis 709039 \$463.05 709047 \$66.98 709053 De Minimis 709062 De Minimis 709064 \$86.27 De Minimis 709068 709069 De Minimis 709087 \$105.53 709101 \$5.55 709105 \$9.28 709138 \$36.62 \$15.97 709139 709141 \$211.01 De Minimis 709169 709170 De Minimis 709184 \$68.93 709185 De Minimis 709188 \$9.65 709193 \$5.66 709196 De Minimis 709209 De Minimis \$10.30 709213 709256 \$23.99 709262 De Minimis 709273 De Minimis \$49.12 709292 709297 \$14.04 709298 De Minimis 709300 \$6.73 709325 De Minimis 709334 De Minimis 709335 \$7.21 709343 \$21.65 709344 \$7.20 709345 \$7.21 709347 De Minimis 709348 De Minimis 709350 De Minimis 709351 \$41.03 709356 \$45.31

De Minimis

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# Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

Lottinated Net oct	iement Amount to class Weinsers
Owner Number	Estimated Net Settlement Amount to Class Members
709407	De Minimis
709409	De Minimis
709426	\$8.65
709434	\$301.35
709522	\$33.53
709526	\$55.77
709530	\$7.24
709532	\$8.70
709533	\$8.70
709545	De Minimis
709546	\$23.09
709562	\$5.15
709570	\$9.57
709575	\$28.23
709600	\$28.06
709601	De Minimis
709660	De Minimis
709665	\$161.74
709707	\$11.38
709709	\$11.38
709724	\$37.74
709729	De Minimis
709730	\$19.52
709731	\$5.08
709736	\$19.52
709739	\$27.34
709742	De Minimis
709745	De Minimis
709747	\$27.34
709748	\$27.41
709749	\$27.34
709756	\$21.04
709779	\$7.13
709785	\$35.33
709787	\$6.95
709798	\$7.40
709799	De Minimis
709803	De Minimis
709806	De Minimis
709821	De Minimis
709838	\$17.35
709842	\$17.35
709855	\$197.38
709856	\$200.64

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## Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members Estimated Net Settlement** Owner Number **Amount to Class Members** 709881 \$277.45 709884 \$38.47 709892 De Minimis 709909 \$172.28 719593 \$33.47 719597 \$122.94 719600 De Minimis 719606 De Minimis 719607 De Minimis 719608 De Minimis 719612 De Minimis 719613 De Minimis 719615 De Minimis 719624 De Minimis 719625 De Minimis 719633 \$602.86 719639 De Minimis 719640 De Minimis 719641 De Minimis 719673 De Minimis 719689 \$47.79 719728 \$70.93 719739 \$39.64 719741 \$9.75 \$64.49 719744 719758 De Minimis 747548 \$25.97 777783 De Minimis \$5.78 777784 777787 De Minimis De Minimis 777788 777789 De Minimis 777790 \$12.32 777791 \$12.58 777830 De Minimis 777841 \$26.08 \$55.50 777842 777846 \$55.50 777847 De Minimis 777851 \$7.29 777853 \$170.21 777855 De Minimis

\$28.80

\$17.02

777871

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Marvin B. Dinsmore, et al., v Scissortail Energy, LLC, Case No. CIV-22-352-GLJ

### **Estimated Net Settlement Amount to Class Members**

**Estimated Net Settlement Amount to Class Members** 

Owner Number

De Minimis