

**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.

Staghorn Petroleum II, LLC,

Defendant.

Case No. 24-CV-369-JAR

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

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

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

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

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

3. JND is serving as the Settlement Administrator in the above-captioned litigation (the “Action”) pursuant to the Court’s Preliminary Approval Order entered November 7, 2024.

CLASS MEMBER DATA

4. On November 7, 2024, JND received a spreadsheet containing a total of 5,774 line items comprising owner names, mailing addresses, and other identifying owner information. JND promptly loaded the potential Class Member data into a database established for this administration.

5. Prior to effecting notice, JND certified the mailing data via the Coding Accuracy Support System (“CASS”) in order to ensure the consistency of the contact information in the database and then verified the mailing addresses through the National Change of Address (“NCOA”) database², identifying updated addresses for 200 records. JND also conducted advanced address research through TransUnion’s TLO service on 9 records with no address but for which sufficient information was available for research but did not identify an updated address for them. Of the 5,774 potential Class Member records, a mailing address could not be located for 44 records, leaving a total of 5,730 unique potential Class Members with a mailing address (“Initial Class Mailing List”).

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

NOTICE MAILING

6. On December 6, 2024, JND caused the mailed Notice of Settlement to be mailed via USPS first-class mail to the 5,730 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 220 notices that have been returned to JND as undeliverable at the address provided. JND re-mailed seven (7) notices to a forwarding address provided by USPS. For the remaining undeliverable notices, JND conducted advanced address research through TransUnion's TLO service, which located updated addresses for 67 Class Members. JND duly re-mailed the Notice of Settlement to those potential Class members for whom a new address was obtained.

SUMMARY NOTICE

9. JND caused the summary Notice of Settlement to be published on December 11, 2024, in *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 December 6, 2024, JND established a dedicated website (www.dinsmore-staghorn.com), which hosts copies of important case documents, including the Plaintiffs' 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 204 unique users with 425 pageviews. JND will continue to update and maintain the website throughout the administration process and final approval process.

TOLL-FREE INFORMATION LINE

12. On December 6, 2024, JND established a case-specific toll-free telephone number (1-877-753-6884) 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 58 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 January 28, 2025.

15. As of the date of this Declaration, JND has received one (1) Request for Exclusion, which is listed on **Exhibit D**.

OBJECTIONS

16. The Notice of Settlement directs that Class Members who would like to object to the Settlement may do so by filing an objection with the Court on or before January 28, 2025.

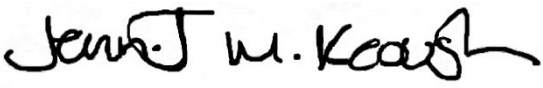
17. As of the date of this Declaration, JND has not received and is not aware of any objections.

SETTLEMENT ADMINISTRATION COSTS

18. As of December 31, 2024, JND had incurred \$28,710.79 in administration fees and costs. JND currently estimates the total cost of bringing the administration of the Settlement to completion to be \$89,000.00.

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

Executed on January 17, 2025, at Seattle, Washington.

BY: 

JENNIFER M. KEOUGH

Exhibit A

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

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

There is a proposed Settlement in a putative class action lawsuit filed against Staghorn Petroleum II, LLC (“Defendant”) called *Dinsmore v. Staghorn Petroleum II, LLC*, No. 24-CV-369-JAR, in the U.S. District Court for the Eastern District of Oklahoma. The Lawsuit claims Defendant failed to pay statutory interest on royalty and overriding royalty payments made outside the time periods of the Production Revenue Standards Act for oil-and-gas production proceeds from wells in Oklahoma.

Dinsmore v. Staghorn Settlement
c/o JND Legal Administration
PO Box 91349
Seattle, WA 98111

ID:

Who is included? You may be a member of the Settlement Class if, from July 2, 2018, to and including March 29, 2024, 1) you received royalty or overriding royalty payments for proceeds from Defendant for wells in the State of Oklahoma, or 2) your royalty or overriding royalty proceeds were sent as unclaimed property to a government entity by Defendant, and 3) your payment didn’t include statutory interest under the Production Revenue Standard Act if the payment was late. “Defendant” means Staghorn Petroleum II, LLC. The Settlement Class has been preliminary approved for settlement only. There are exclusions.

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

What does the settlement provide? The proposed Settlement provides monetary benefits of \$1,500,000.00 that will be distributed according to the terms of the Settlement Agreement, the documents referenced in and exhibits to the Settlement Agreement, and orders from the Court. 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 2% from the Settlement.

What are my legal rights? You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by **January 28, 2025**. If you stay in the Settlement Class, you will be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendant or others identified in the Settlement Agreement from claims described therein. You may appear through an attorney if you so desire.

What are my other options? If you do not wish to participate in or be legally bound by the proposed Settlement, you may exclude yourself by opting out no later than **January 28, 2025**, 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 **February 18, 2025**, at 10:00 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.

THIS IS ONLY A SUMMARY. TO GET A COPY OF THE LONG-FORM NOTICE OR FOR MORE INFORMATION, VISIT WWW.DINSMORE-STAGHORN.COM OR CALL TOLL-FREE 1-877-753-6884.

Exhibit B

Tolls

Continued from Page 1A

construction costs were up by 60%.

Wendy Smith, finance director at the turnpike authority, said the future 6% increases are set up to continue indefinitely but will still require approval by the turnpike board of commissioners.

The 15% average system toll hike starting Jan. 1 was requested in response to a 60% jump in construction and interest costs associated with the 15-year ACCESS Oklahoma expansion. The expansion is now projected to cost about \$8.2 billion.

"Since 1953, the turnpike authority has only raised its tolls 11 times," Smith said. "Typically, those tolls are in conjunction with a large program. This is no different. The ACCESS program is the largest investment the turnpike has ever done."

The 15% increase represents an average of toll changes across the state with different charges based on three sizes of vehicles and whether tolls are paid with PikePass or PlatePay.

Some rates will go up as much as 20% based on the amount of infrastructure improvements set to take place on the specific corridors. Likewise, some turnpike rates could go up by as little as 10%. One class of vehicles, those with three or four axles, will actually see a slight drop in toll rates as part of a reorganization of toll categories that cut the number from six to three.

Joe Echelle, turnpike authority director, told commissioners Tuesday the state's toll roads are still among the most affordable in the country.

"Historically, the toll rates on OTA's system are set to meet our financial obligations as well as to maintain the system," Echelle said.

The Turner Turnpike toll was \$1.40 when it opened in 1953, which would be set at \$16.22 if the rates kept up with the consumer price index. The current toll on the Turner Turnpike is \$4.50.

The state's original vision of paying off the Turner Turnpike ended a few years after it opened when residents voted to use cross-pledging of revenues to build the Will Rogers World Airport. More toll roads were built across the state to allow for construction of more toll roads.

Echelle said the toll increase will raise the average cost per turnpike mile

from six to seven cents, while the national average is at 22 cents per mile. He said Oklahoma has the 14th largest highway network spanning 238,754 miles, compared to the state having the 28th largest population.

The state also has the country's fourth lowest fuel tax at .20 per gallon.

"We've been able to keep the toll rate low because we have so many drivers on our network," Echelle said.

"This is all about ACCESS Oklahoma," Echelle said. "If we can agree the Turner Turnpike needs to be widened, and the Will Rogers Turnpike needs to be widened, and additional interchanges are needed in our system, and we can help the Oklahoma Department of Transportation with some of the congestion ongoing on the south side of Oklahoma City, then the only way those needs can be taken on by the Oklahoma Turnpike Authority is ... with the \$8.2 billion."

Echelle acknowledged the \$8.2 billion estimate could go up with worse-than-expected inflation or delays but likewise could go down with better-than-expected bids or project completions.

Echelle said engineers are trying to speed up work on the east-west connector in the south Norman area. The road was contested in court several times by dozens of residents who are likely to lose their homes to make way for a new turnpike they argue is not needed.

"We have to get them done," Echelle said Tuesday. "We know that I-35 is in need of that reliever route."

ACCESS Oklahoma, introduced in February 2022, is set to widen the remainder of the Turner Turnpike, portions of the Kilpatrick and Will Rogers turnpikes, and add access points to towns previously denied interchanges due to the need for toll booths.

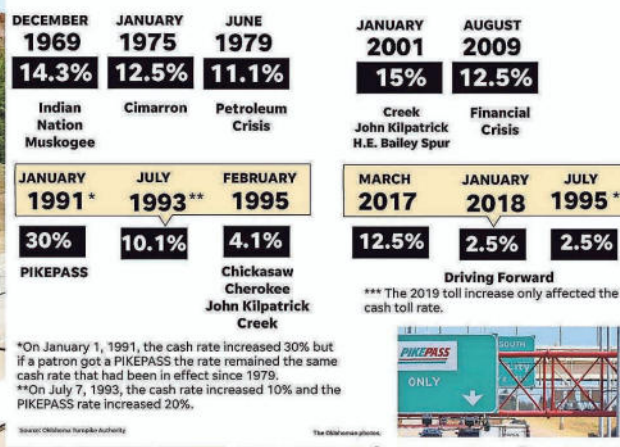
New turnpikes are to be built in the area between south Oklahoma City and Norman. Older bridges, some as low as 14 feet high, are frequently damaged by trucks not clearing the spans. They are set to be replaced with 18 1/2-foot-high bridges.

Echelle acknowledged much higher rates are set for those using PlatePay instead of PikePasses.

The last toll increase was 2.5% in 2019 for cash-only tolls as part of the prior road construction program Driving Forward.

PlatePay rates were established at a higher price than PikePass when that

History of toll rate increases



Oklahoma turnpike increases through the years. TODD PENDLETON/THE OKLAHOMAN



Motorists gathered on May 16, 1953, to celebrate the opening of the Turner Turnpike at the west gate in Oklahoma City. Residents initially were promised the roadway would be free once bonds were retired. Toll booths like the ones shown in this photo were eliminated from the entire Oklahoma turnpike network in November. THE OKLAHOMAN FILE

program started two years ago. PlatePay replaced toll booths with cameras that take pictures of vehicles driving the turnpikes without PikePasses and then mails bills to motorists.

Echelle said the higher PlatePay tolls are due to the costs of tracking, printing and mailing invoices. He said the turnpike authority is urging drivers to get PikePasses, which are now interoperable on turnpikes in Texas, Kansas and most of Florida.

The goal, he said, is to link up with states using EZ Pass, which he expects to be completed in 2025.

About 20% of traffic on the Turner Turnpike is from out of state, while 40%

of traffic on the Will Rogers Turnpike is from out of state. Echelle said truck and out-of-state traffic on urban turnpikes in Oklahoma City and Tulsa are as low as 5%.

The last toll booths in Oklahoma were closed with conversion of the Will Rogers Turnpike in November. The conversion was started with two goals; avoiding crashes that occurred at toll booths and the ability to easily add more access points.

"We are completely cashless on the turnpike network," Echelle said. "That is the largest safety improvement that our turnpike system has next to cable barriers along our entire system."

LEGAL NOTICE

If You Are or Were a Royalty or Overriding Royalty Owner Paid by Staghorn Petroleum II, LLC for Oil-and-Gas Production Proceeds from an Oklahoma Well, You Could Be a Part of a Proposed Class Action Settlement

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

All non-excluded persons or entities who own royalty or overriding royalty interests in Defendant's wells and who, during the Claim Period: (1) received Late Payments from Defendant for oil-and-gas proceeds attributable to royalty or overriding royalty interests in Oklahoma wells; or whose royalty or overriding royalty proceeds were sent as unclaimed property to a government entity by Defendant; and (2) who have not already been paid statutory interest on Late Payments for such royalty or overriding royalty interests. 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) (i.e., 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); (b) prior period adjustments; or (c) pass-through payments.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of 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) the persons or entities listed on the Additional Exclusion List, including affiliates and subsidiaries of each.

The Claim Period means checks or payments made or issued by Defendant from July 2, 2018, to and including March 29, 2024, 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 of royalty and overriding royalty oil-and-gas proceeds 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 Staghorn Petroleum II, LLC.

On November 6, 2024, the Court preliminarily approved a Settlement in which Defendant has agreed to pay One Million Five Hundred Thousand Dollars (\$1,500,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiffs' Attorneys' Fees and Litigation Expenses, Case Contribution Award, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the

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

What Are My Legal Rights?

- **Do Nothing, Stay in the Class, and Receive Benefits of the Settlement:** If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement.
- **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Plaintiffs' Counsel and Defendant's Counsel **no later than January 28, 2025, at 5 p.m. CT.**
- **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, Plaintiffs' Counsel, and Defendant's Counsel. Your Request for Exclusion must contain the information described in the Notice of Settlement found at the website listed below and must be received **no later than January 28, 2025, at 5 p.m. CT.** You cannot exclude yourself on the website, by telephone, or by email.

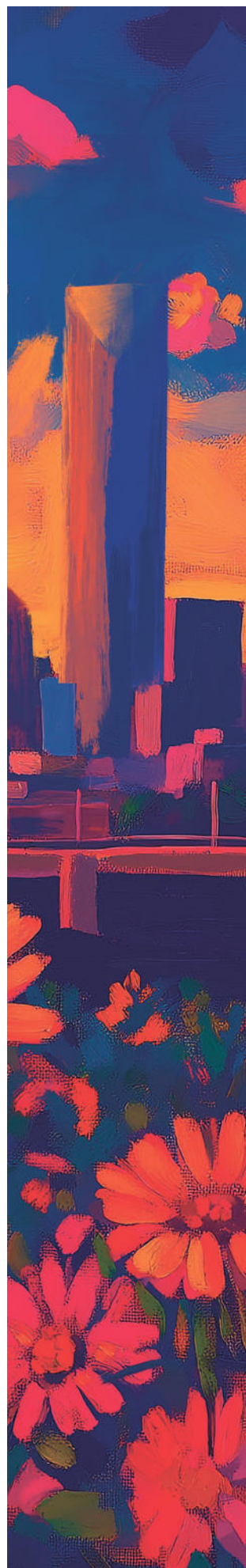
The Court will hold a Final Fairness Hearing on February 18, 2025, at 10:00 a.m. CT at the United States District Court for the Eastern District of Oklahoma. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiffs' Attorneys' Fees and Litigation Expenses and other costs, including a Case Contribution Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.dinsmore-staghorn.com to confirm no change to the date and time of the Hearing has been made.

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

Visit: www.dinsmore-staghorn.com

Call Toll-Free: 1-877-753-6884

Or write to: **Dinsmore v. Staghorn Settlement**
c/o JND Legal Administration,
Settlement Administrator
P.O. Box 91349
Seattle, WA 98111



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DA: Halt Trump's case but uphold conviction

State proposes several ways to move forward in hush money conviction

MICHAEL R. SISAK AND JENNIFER PELTZ
Associated Press

NEW YORK — Eager to preserve President-elect Donald Trump's hush money conviction even as he returns to office, prosecutors suggested various ways forward — including one based on how some courts handle criminal cases when defendants die.

In court papers made public Tuesday, the Manhattan District Attorney's Office proposed an array of options for keeping the historic conviction on the books.

The proposals include freezing the case until Trump is out of office or agreeing that any future sentence wouldn't include jail time. Another idea: closing the case with a notation that acknowledges his conviction but says that he was never sentenced and his appeal wasn't resolved because of presidential immunity.

The last is adopted from what some states do when a criminal defendant dies after being convicted but before appeals are exhausted. It is unclear whether that option is viable under New York law, but prosecutors suggested that Judge Juan M. Merchan could innovate in what's already a unique case.

"This remedy would prevent defendant from being burdened during his presidency by an ongoing criminal proceeding," prosecutors wrote. But at



SETH WENIG, POOL

Former President Donald Trump returns to the courtroom May 30 at Manhattan Criminal Court in New York.

the same time, it wouldn't "precipitously discard" the "meaningful fact that defendant was indicted and found guilty by a jury of his peers."

Expanding on a position they laid out last month, prosecutors acknowledged that "presidential immunity requires accommodation during a president's time in office," but they were adamant that the conviction should stand. They argued that Trump's impending return to the White House should not upend a jury's finding.

Trump wants the case to be thrown out in light of his election. His communications director, Steven Cheung, called prosecutors' filing "a pathetic attempt to salvage the remains of an unconstitutional and politically motivated hoax."

Trump has fought for



STEVEN HIRSCH, NEW YORK POST

Former President Donald Trump appears in Manhattan Criminal Court May 30 during jury deliberations in his criminal hush money trial in New York.

months to reverse his conviction on 34 counts of falsifying business records. Prosecutors said he fudged

that they had sex a decade earlier.

He claims they didn't and denies wrongdoing. Trump portrays the case as a political attack ginned up by District Attorney Alvin Bragg and other Democrats.

Trump's legal team argues that letting the case continue would present unconstitutional "disruptions" to his upcoming presidential term. Trump's attorneys also cited President Joe Biden's recent pardon of his son Hunter Biden, who was convicted of tax and gun charges. Biden complained that his son was unfairly prosecuted for political reasons — and Trump's lawyers say he was, too.

Trump's lawyers argued that the possibility of a jail sentence — even if it's after he leaves office — would affect his presidency.

Prosecutors suggested Merchan could address that concern by agreeing not to put him behind bars.

It's unclear how soon Merchan could decide what to do next with the case. He could grant Trump's request for dismissal, go with one of the suggestions from prosecutors, wait until a federal appeals court rules on Trump's parallel effort to get the case moved out of state court, or choose some other option.

Trump, a Republican, takes office Jan. 20.

He was scheduled for sentencing late last month. After Trump's Nov. 5 election win, Merchan halted proceedings and indefinitely postponed the former and future president's sentencing so the defense and prosecution could weigh in on the future of the case.

Merchan also delayed a decision on Trump's prior bid to dismiss the case on immunity grounds.

A dismissal would erase Trump's conviction, sparing him the cloud of a criminal record and possible prison sentence. Trump is the first former president to be convicted of a crime and the first convicted criminal to be elected to the office.

The hush money case was the only one of Trump's four criminal indictments to go to trial.

Since the election, special counsel Jack Smith ended his two federal cases, which pertained to Trump's efforts to overturn his 2020 election loss and allegations that he hoarded classified documents at his Mar-a-Lago estate. A separate state election interference case in Fulton County, Georgia, is largely on hold. Trump denies wrongdoing in each case.

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c/o JND Legal Administration,
Settlement Administrator
P.O. Box 91349
Seattle, WA 98111

Published in the Tulsa World, Tulsa County, Oklahoma, (11/12/2024)

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7401 Riverside Pkwy., Tulsa, Oklahoma 74136

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,

v.

Staghorn Petroleum II, LLC,

Defendant.

Case No. 24-CV-369-JAR

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

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

**If you belong to the Settlement Class and this Settlement is approved,
your legal rights will be affected.**

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

Because you may be a member of the Settlement Class in the Litigation captioned above and described below (“the Litigation”), the Court has directed this Notice to be provided for you. Defendant Staghorn Petroleum II, LLC’s (“Defendant” or “Staghorn”) records show you are an owner in Oklahoma well(s) for which Staghorn remitted royalty or overriding royalty 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-staghorn.com.

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

¹ This Notice is a summary of the terms of the Settlement Agreement in this matter. Please refer to the Settlement Agreement for a complete description of the terms and provisions thereof. A copy of the Settlement Agreement is available for free at www.dinsmore-staghorn.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

Questions? Visit www.dinsmore-staghorn.com or call toll-free at 1-877-753-6884

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

All non-excluded persons or entities who own royalty or overriding royalty interests in Defendant's wells and who, during the Claim Period: (1) received Late Payments from Defendant for oil-and-gas proceeds attributable to royalty or overriding royalty interests in Oklahoma wells; or whose royalty and overriding royalty proceeds were sent as unclaimed property to a government entity by Defendant; and (2) who have not already been paid statutory interest on Late Payments for such royalty or overriding royalty interests. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from and an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10(B)(1) (*i.e.*, 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); (b) prior period adjustments; or (c) pass-through payments.

Excluded from the Class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of 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) the persons or entities listed on the Additional Exclusion List, including affiliates and subsidiaries of each.

The Claim Period means checks or payments made or issued by Defendant from July 2, 2018, to and including March 29, 2024, 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. Staghorn Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91349
Seattle, WA 98111
Call Toll-Free: 1-877-753-6884

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 of royalty and overriding royalty oil-and-gas proceeds 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 Award, and The Settlement Allocation and Distribution To The Class

On November 6, 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 One Million Five Hundred Thousand Dollars (\$1,500,000.00) 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-staghorn.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 Award, and any other costs approved by the Court (the "Net Settlement Fund"), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement.

Class Counsel intends to seek an award of 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 PLLC, along with 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 One Hundred Fifty Thousand Dollars (\$150,000.00). In addition, Plaintiffs intend to seek a case contribution award for their representation of the Class, which amount will not exceed Thirty Thousand Dollars (\$30,000.00), to compensate Plaintiffs for their time, expense, risk, and burden as serving as Class Representatives.

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

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at www.dinsmore-staghorn.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-staghorn.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 February 18, 2025, beginning at 10:00 a.m., before Jason A. Robertson, U.S. Magistrate Judge for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, OK 74401. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and www.dinsmore-staghorn.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 the Case Contribution Award 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 v. Staghorn Petroleum II, 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 p.m. CT on January 28, 2025**, as follows:

Settlement Administrator	Class Counsel	Defendant's Counsel
Dinsmore v. Staghorn Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91349 Seattle, WA 98111	Reagan E. Bradford Ryan K. Wilson Bradford & Wilson PLLC 431 W. Main Street, Suite D Oklahoma City, OK 73102	Travis P. Brown Mahaffey & Gore, P.C. 300 N.E. 1st Street Oklahoma City, OK 73104

Questions? Visit www.dinsmore-staghorn.com or call toll-free at 1-877-753-6884

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 a Case Contribution Award 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 v. Staghorn Petroleum II, LLC*, No. 24-CV-369-JAR, United States District Court for the Eastern District of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness’s expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector’s name, current address, current telephone number, and all owner identification numbers with Defendant; (h) the objector’s signature executed before a Notary Public; (i) identification of the objector’s interest in wells for which Defendant remitted oil-and-gas proceeds (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiffs’ Attorneys’ Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Award 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 by January 28, 2025**, at the addresses set forth above. Any Class Member that fails to timely file the written objection statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing. Your written objection must be timely filed with the Court at the address below:

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

UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASS 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-staghorn.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 online for a fee through the PACER service at www.pacer.gov. If you have any questions about this Notice, you may consult an attorney of your own choosing at your own expense or Class Counsel.

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



JASON A. ROBERTSON
UNITED STATES MAGISTRATE JUDGE

Exhibit D



Marvin B. Dinsmore, et al. v. Staghorn Petroleum II, LLC
Case No. 24-CV-369-JAR (E.D. Okla.)
Requests for Exclusion Received

ID	Name	Received
NUBFNDVJRX	BETTY JANE KEIM	12/30/2024