

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

Kunneman Properties LLC, et al., on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

Marathon Oil Company,

Defendant.

Case No. 22-CV-274-KEW

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

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*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 Marathon Oil Company's ("Defendant" or "Marathon") records show you are an owner in Oklahoma well(s) for which Marathon remitted royalties on gas production. 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.kunneman-marathon.com](http://www.kunneman-marathon.com).

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

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

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

All persons who own or owned minerals in the State of Oklahoma subject to an oil-and-gas lease from September 1, 2011, through and including March 31, 2022, under which (1) they received royalty on the sale and disposition of gas from Marathon from Oklahoma oil-and-gas wells; and (2) their royalty payments were reduced for production volumes or production proceeds expended for marketing, gathering, compressing, dehydrating, treating, processing, transporting and fractionating natural gas liquids, or transporting of hydrocarbons produced from the unit.

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendant, its affiliates, predecessors, and employees, officers, and directors; (4) any publicly traded company or their affiliated entity that produces, gathers, processes, or markets gas; (5) overriding royalty owners and others whose interest was carved out from the lessee's interest; (6) royalty owners who have already filed and still have pending lawsuits for underpayment of royalties against Defendant, including: Fortis Sooner Trend, LLC; Fortis Minerals II, LLC; FMII STM, LLC; Sooner Trend Minerals, LLC; Phenom Minerals, LLC; Christopher W. Didier; Kari J. Didier; August Grant Didier; Dixie L. Didier Beth Ann Switzer; Kent L. Switzer; Gregory Vic Kirkpatrick; Milton Kent Kirkpatrick Revocable Trust; Emma Eugenia Kirkpatrick Family Trust; Jimmie Ice and Vicki Ice Trust; and Malcome Roy Oyler; and (7) royalty owners whose leases expressly authorize or expressly prohibit deductions under Oklahoma law.

The Claim Period means checks or payments dated between and including September 1, 2011, through and including March 31, 2022. If you are unsure whether you are included in the Settlement Class, you may contact the Settlement Administrator at:

*Kunneman Properties LLC, et al. v. Marathon Oil Company*  
c/o JND Legal Administration, Settlement Administrator  
P.O. Box 91348  
Seattle, WA 98111

**Call Toll-Free: 1-877-654-1979**

**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 underpayment of royalty on gas and gas constituents from Oklahoma oil-and-gas wells during the Claim Period. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court has made no final 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.

Questions? Visit [www.kunneman-marathon.com](http://www.kunneman-marathon.com) or call toll-free at 1-877-654-1979

## **II. The Settlement, Attorneys' Fees, Litigation Expenses, Case Contribution Award, And The Settlement Allocation And Distribution To The Class**

On November 2, 2022, 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 Thirty-Five Million (\$35,000,000.00) in cash ("Gross Settlement Fund"). In exchange for the payment noted above 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.kunneman-marathon.com](http://www.kunneman-marathon.com)) against the Released Parties (as defined in the Settlement Agreement). The Settlement Agreement also includes the Future Benefits and Methodology for the Settlement Class, which provides that Defendant will not deduct treating, dehydration, gathering, and compression from royalty payments, and Defendant may deduct the reasonable and actual costs or volumes for field and plant fuel, processing, mainline transportation, and transportation and fractionation of natural gas liquids from royalty payments for a period of ten (10) years after the Claim Period. The \$35,000,000.00 cash payment is referred to as the "Gross Settlement Fund." The Gross Settlement Fund and the Future Benefits and Methodology is referred to as the "Gross Settlement Value." The Gross Settlement Fund, less Plaintiffs' Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, and 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 Rex A. Sharp of Sharp Law, LLP, have been litigating this case without any payment whatsoever, advancing hundreds of thousands of dollars in expenses for over five years. 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 \$600,000.00. In addition, Plaintiffs intend to seek case contribution awards for their representation of the Class, which amount will not exceed 2% of the Gross Settlement Fund, 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.

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at [www.kunneman-marathon.com](http://www.kunneman-marathon.com). This website will eventually include this Notice, the Plans 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.kunneman-marathon.com](http://www.kunneman-marathon.com), or by contacting the Settlement Administrator at the address set forth above.

Questions? Visit [www.kunneman-marathon.com](http://www.kunneman-marathon.com) or call toll-free at 1-877-654-1979

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

The Final Fairness Hearing will be held on February 16, 2023, beginning at 10:00 a.m., before the Honorable Kimberly E. West, U.S. Magistrate Judge for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. Please note that the date of the Final Fairness Hearing is subject to change without further notice. You should check [www.kunneman-marathon.com](http://www.kunneman-marathon.com) to confirm no change to the date and time of the hearing has been made. At the Final 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 by 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. You will also be bound by the Settlement Agreement and all orders and judgments entered by the Court regarding the Settlement, including the Future Benefits and Methodology. 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 by certified mail, return receipt requested, a Request for Exclusion to the Settlement Administrator to be received by **January 26, 2023**, at 5 p.m. CT. 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 *Kunneman Properties LLC v. Marathon Oil Company*; and (iii) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on the Settlement Administrator, Defendant's Counsel, and Plaintiffs' Counsel by certified mail, return receipt requested and received no later than 5 p.m. CT on **January 26, 2023**. Requests for Exclusion may be mailed as follows:

Settlement Administrator:	Co-Lead Class Counsel:	Defendant's Counsel:
Kunneman Properties LLC v. Marathon Oil Company Settlement c/o JND Class Action Administration, Settlement Administrator P.O. Box 91348 Seattle, WA 98111	Reagan E. Bradford Ryan K. Wilson Bradford & Wilson PLLC 431 W. Main Street, Suite D Oklahoma City, OK 73102	Timothy J. Bomhoff Patrick L. Stein McAfee & Taft A Professional Corporation 10th Floor, Two Leadership Square 211 North Robinson Oklahoma City, OK 73102-7103

**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 and Future Benefits and Methodology.** 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 Awards**

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 *Kunneman Properties LLC, et al. v. Marathon Oil Company*, Case No. 22-CV-274-KEW, 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 **January 26, 2023**, 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, OK 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 OBJECTION TO THE SETTLEMENT (OR ANY PART THEREOF) AND WILL NOT BE ALLOWED TO PRESENT ANY OBJECTIONS AT THE FINAL FAIRNESS HEARING.**

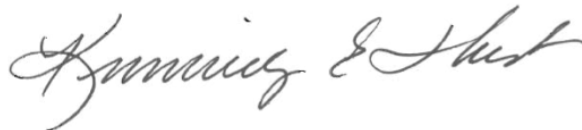
**D. You May Retain Your Own Attorney to Represent You at the Final Fairness Hearing**

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

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

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

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



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KIMBERLY E. WEST  
UNITED STATES MAGISTRATE JUDGE