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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

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**.[1] Class Representatives submit that the Settlement is fair, reasonable, and adequate and should be finally approved. **Ex. 3**, Declarations of Class Representatives ("Class Reps. Decls.").[2] This conclusion is strongly supported by the fact that no objections and only seventeen 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. 80), the Joint Declaration of Class Counsel ("Joint

[1] The proposed judgment was attached as Exhibit 2 to the Settlement Agreement ("SA"), Doc. 80-1. 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 (August 26, 2025) have passed.

[2] 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 June 4, 2025, the Court issued an order preliminarily approving the Settlement, approving the Plan of Notice, and setting a date of September 16, 2025, for the Final Fairness Hearing. Doc. 85 at 8, ¶ 13 ("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 5, ¶ 8. Since preliminary approval, Notice was mailed, by first-class mail, as ordered by the Court, to over 33,000 potential members of the Settlement Class between July 7, 2025, 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* (July 13, 2025 edition) and *The Tulsa World* (July 13, 2025 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; *see also* SA, Doc. 80-1. 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 a Case Contribution Award. The SA contemplates that Class Representatives 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. 80-1 at 23, ¶ 6.4.

Following the mailing of the Notices and publication, members of the Settlement Class have fifty days to request exclusion or file an objection. Seventeen requests for exclusion and zero objections have been received as of the time of this filing.[3] *See* **Ex. 5**, Keough Decl. at 4–5, ¶¶ 14–17. The seventeen opt-outs and lack of objections to the Settlement—from the over 33,000 potential class members—thus far support 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

[3] Because this Motion is due before the exclusion and objection deadlines (August 26, 2025), 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) (a) received payments from Continental (or Continental's designee) for oil and/or gas proceeds from Oklahoma wells, or (b) whose proceeds from Oklahoma wells were sent as unclaimed property to a government entity by Continental; and (2) whose payments or proceeds did not include statutory interest under the PRSA. The Settlement Class includes owners of royalty interests, overriding royalty interests, and working interests.
>
> Excluded from the Settlement Class are: (1) Continental, 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) publicly traded oil and gas companies and their affiliates; (4) DewBlaine Energy LLC; (5) the entities identified on Exhibit 6 to the Settlement Agreement; (6) Gregg B. Colton, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (7) persons or entities that Plaintiffs' counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (8) 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 (9) officers of the Court.

Doc. 85 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. 80). 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 33,000 owners, whose joinder would be impracticable. **Ex. 5**, Keough Decl. at 2–3, ¶¶ 4–8; *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 1–5, ¶¶ 1–21.

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 exchanging nearly 70 pages of mediation briefing and attending two day-long mediation sessions presided over a former judge of this Court, Michael Burrage, who has experience with dozens of oil-and-gas class actions like this one. *See* **Ex. 4**, Joint Counsel Decl. at 5, ¶ 22–25. 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.[4] Further, Additional Class Counsel, Charles V. Knutter, also has extensive experience litigating royalty matters and has served as counsel in several class actions involving claims similar to those here. *See Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-1199-F (W.D. Okla.); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ (N.D. Okla. 2021). Accordingly, Class Counsel are experienced and qualified counsel and represented the Settlement Class honestly and fairly during

[4] *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.); *Indianola Res., LLC v. Calyx Energy, III, LLC*, No. 21-CV-235-GLJ (E.D. Okla.); *Dinsmore, et al. v. Scissortail Energy, LLC*, No. 22-CV-352-GLJ (E.D. Okla.); *Wright v. Devon Energy Prod. Co., L.P.*, No. 22-CV-213-KHR (D. Wyo.); *Dinsmore, et al. v. Oklahoma Petroleum Allies, LLC*, No. 23-CV-350-GLJ (E.D. Okla.); *Dinsmore, et al. v. Staghorn Petroleum II, LLC*, No. 24-CV-369-JAR (E.D. Okla.).

settlement negotiations. *See* **Ex. 4**, Joint Counsel Decl. at 1–5, ¶¶ 1–26. Further, Defendant is represented by highly experienced counsel who have worked extensively in oil-and-gas cases.

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.* at 4, ¶ 18; *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 directly involved in the negotiations and believe the settlement process resulted in an excellent recovery for the Settlement Class. *See* **Ex. 3**, Class Reps. Decls. Class Representatives expended time and resources prosecuting the Litigation, including communicating with Class Counsel, providing documents and information, attending both day-long mediation sessions, 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. Further, many of the same central issues in this case are currently subject to a pending appeal before the Tenth Circuit in a similar case. *See*

Cline v. Sunoco, Inc. (R&M), et al., No. 23-7090 (10th Cir.). 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 $16,250,000 cash recovery 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 6, ¶ 30. 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, ¶ 30. 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. 21 at 5, ¶ 8. The Court directed dissemination of the Notices in accordance with the Settlement Agreement and the Preliminary Approval Order. *Id*.

The Notice was mailed to over 33,000 potential Class Members and further diligence was conducted to ascertain proper mailing addresses. **Ex. 5**, Keough Decl. at 2–3, ¶¶ 4–8. In addition, the Court-approved Notice was published in July 2025 in two newspapers of local circulation, *The Oklahoman* (July 13, 2025 edition) and *The Tulsa World* (July 13, 2025 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.blevins-continental.com, beginning on July 8, 2025. *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 afford them an opportunity to opt out or object. Therefore, the Court should grant final approval of the Notice given to the Settlement Class here.

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 made, the amount of the underlying payment, the time periods set forth in the PRSA, traditional prior period adjustments processed by Defendant, any additional statutory interest that Class Counsel believes has since accrued, and the amount of interest or returns that have accrued on the Class Member's proportionate share of the Net Settlement Fund during the time such share was held by the Settlement Administrator. 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 a potential Case Contribution Award, 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. 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**.[5] The proposed Judgment grants:

[5] **Exhibit 1** reserves space for the Court to rule on objections, if any, and to determine whether to approve requests for exclusion.

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/ Reagan E. Bradford

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CLASS COUNSEL

CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2025, 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/ Reagan E. Bradford
Reagan E. Bradford

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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

JUDGMENT

This is a class action lawsuit brought by Plaintiffs Gilbert Blevins, Jr. and Krista Kim Hunter Glenn, on behalf of themselves and as representatives of a class of owners (defined below) (collectively, "Plaintiffs"), against Defendant Continental Resources, Inc. ("Defendant") ("Plaintiffs" and "Defendant" collectively the "Parties"), for the alleged failure to pay statutory interest on payments allegedly made outside the time periods set forth in the Oklahoma Production Revenue Standards Act, OKLA. STAT. tit. 52, § 570.1, *et seq.* (the "PRSA"), for oil and gas production proceeds from oil and gas wells in Oklahoma. On May 13, 2025, the Parties executed a Stipulation and Agreement of Settlement (the "Settlement Agreement") finalizing the terms of the Settlement.[1]

On June 4, 2025, the Court preliminarily approved the Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for Settlement Purposes, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing (the "Preliminary Approval Order"). In the Preliminary Approval Order, the Court, *inter alia*:

[1] Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Settlement Agreement.

EXHIBIT 1

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 Gilbert Blevins, Jr. and Krista Kim Hunter Glenn as Class Representatives; Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel; and Charles V. Knutter as Additional 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's 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 Class 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; (v) described the procedure for objecting to the Settlement or any part thereof; and (vi) directed potential Class Members to where they may obtain more detailed information about the Settlement;

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. provided for the appointment of an Escrow Agent;

i. set the date and time for the Final Fairness Hearing as September 16, 2025, at 10:00 A.M. in the United States District Court for the Eastern District of Oklahoma; and

j. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement 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 September 16, 2025, 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;[2]

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 Awards to Class Representatives are fair and reasonable and should be approved;[3] and

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

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

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[2] The Court will issue a separate order pertaining to the allocation and distribution of the Net Settlement Fund among Class Members (the "Initial Plan of Allocation Order").

[3] The Court will issue separate orders pertaining to Class Counsel's request for Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representatives' request for a Case Contribution Award.

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

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

3. The Settlement 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) (a) received payments from Continental (or Continental's designee) for oil and/or gas proceeds from Oklahoma wells, or (b) whose proceeds from Oklahoma wells were sent as unclaimed property to a government entity by Continental; and (2) whose payments or proceeds did not include statutory interest under the PRSA. The Settlement Class includes owners of royalty interests, overriding royalty interests, and working interests.
>
> Excluded from the Settlement Class are: (1) Continental, 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) publicly traded oil and gas companies and their affiliates; (4) DewBlaine Energy LLC; (5) the entities identified on Exhibit 6 to the Settlement Agreement; (6) Gregg B. Colton, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (7) persons or entities that Plaintiffs' counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (8) 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 (9) officers of the Court.

4. For substantially the same reasons as set out in the Court's Preliminary Approval Order, [Doc. 85], 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 September 16, 2025, 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 Released 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 and experienced counsel, and the Parties have prosecuted and defended their interests. 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 May 28, 2025, 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. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of 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. The Court finds that Defendant has agreed not to file a claim against Plaintiffs or Class Counsel based upon an assertion that the Litigation was brought by Plaintiffs or Class Counsel in bad faith or without reasonable basis. Similarly, the Court finds that Plaintiffs have agreed not to file a claim against Defendant or Defendant's Counsel based upon an assertion that the Litigation was defended by Defendant or Defendant's Counsel in bad faith or without reasonable basis. The Releasing Parties are hereby deemed to have finally, fully,

and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties to the fullest extent permitted by law. The Court thus permanently bars and enjoins the Releasing Parties, and each of them (regardless of whether or not any such person or party actually received a payment from the Net Settlement Fund, and without regard as to whether any payment was correctly determined), and all persons acting on their behalf, from directly or indirectly, 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 Party's litigation costs, costs of court, or attorney's fees.

12. The Court also approves the efforts and activities of the Settlement Administrator and the Escrow Agent in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class 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. This Judgment, the Settlement, and the Settlement Agreement (including any provisions contained in or exhibits attached to the Settlement Agreement), any negotiations, statements, or proceedings related thereto, and/or any action undertaken pursuant thereto, shall not be used for any purpose or admissible in any action or proceeding for any reason, other than an

action to enforce the terms of the Judgment, the Settlement, or the Settlement Agreement (including, but not limited to, defending or bringing an action based on the release provided for herein). Specifically, but without limitation, the Judgment, the Settlement, and the Settlement Agreement are not, and shall not be deemed, described, construed to be, or offered as, evidence of a presumption, concession, declaration, or admission by any of the Parties to the Settlement Agreement, or any person or entity, as to the truth of any allegation made in the Litigation; the validity or invalidity of any claim or defense that was, could have been, or might be asserted in the Litigation; the amount of damages, if any, that would have been recoverable in the Litigation; any liability, negligence, fault, or wrongdoing of any person or entity in the Litigation; or whether any other lawsuit should be certified as a class action pursuant to Federal Rule of Civil Procedure 23 or any applicable state rule of procedure. 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, Class 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 Escrow Agent or Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Class Member shall have any claim against Plaintiffs, Class Counsel, the Settlement Administrator, the Escrow Agent, or any of their respective designees or agents based on the distributions made substantially in accordance with the Settlement Agreement, the Court's Plan of Allocation Order(s), or other orders of the Court.

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

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

21. Any order approving or modifying any Plan of Allocation Order, the application by Class Counsel for an award of Plaintiffs' Attorneys' Fees or reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request of Class Representatives for Case the Contribution Awards shall be handled in accordance with the Settlement Agreement and the documents referenced therein.

22. 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.

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

24. 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.

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

IT IS SO ORDERED this ___ day of _____, 2025.

D. EDWARD SNOW
UNITED STATES MAGISTRATE JUDGE

Approved as to Form:

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COUNSEL FOR DEFENDANT

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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

INITIAL PLAN OF ALLOCATION ORDER

This Initial Plan of Allocation Order sets forth the manner in which the Net Settlement Fund will be administered and distributed to Class Members. The Net Settlement Fund for distribution will be allocated to each Class Member based on the factors and considerations set forth in the Initial Plan of Allocation (Doc. 86-6) and the Settlement Agreement (Doc. 80-1).

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 (Doc. 80-1) 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 a Case Contribution Award, which amounts were ultimately determined by the Court at the Final Fairness Hearing and which will be implemented in the Final Plan of Allocation.

The Court reserves the right to modify this Initial Plan of Allocation Order without further notice to any Class Members who have not entered an appearance. The allocation of the Net

EXHIBIT 2

Settlement Fund among Class Members and the Allocation Methodology is a matter separate and apart from the proposed Settlement between Class Members and Defendant, and any decision by the Court concerning allocation and distribution of the Net Settlement Fund among Class Members shall not affect the validity or finality of the Settlement or operate to terminate or cancel the Settlement.

TIME FOR ALLOCATION AND DISTRIBUTION

The allocation and distribution of the Net Settlement Fund for distribution shall be under the direct supervision of the Court and shall be consistent with the Final Plan of Allocation submitted by Class Counsel and approved by the Court. Furthermore, the timing, manner, and process for any distributions shall be consistent with the timing and process provided for in the Settlement Agreement (Doc. 80-1), which is incorporated herein by reference.

IT IS SO ORDERED this ___ day of _____, 2025.

_____

D. EDWARD SNOW
UNITED STATES MAGISTRATE JUDGE

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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

DECLARATION OF GILBERT BLEVINS, JR.

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

1. I have personal knowledge of the facts set out in this declaration based upon my involvement in the Litigation and upon information provided to me by Class Counsel.

2. I submit this declaration in support of the forthcoming Motion for Final Approval of Class Action Settlement and Motion for Approval of Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Awards.

3. By submitting this declaration, I neither intend to, nor do I, waive any protections available to me, including, the attorney-client privilege, work product privilege, or any other privileges that may apply.

4. I own a royalty interest in the Shively 1-21-16XH well in Carter County, Oklahoma, which is operated by Continental Resources, Inc. ("Continental").

5. In November of 2020, Continental remitted oil-and-gas proceeds to me beyond the timelines imposed by Oklahoma's Production Revenue Standards Act ("PRSA").

EXHIBIT 3

6. As a result, I engaged Class Counsel to pursue claims for late payment of oil-and-gas proceeds by Continental.

7. As part of this engagement, I was advised of the commitment to fulfill the responsibilities of named plaintiffs and proposed class representatives.

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

9. I have been involved in this lawsuit since before the filing of the original complaint. By participating in this lawsuit, I hoped to obtain a monetary recovery for myself and other owners who were not paid interest under the PRSA.

10. This action has been actively litigated for over three years, which included extensive jurisdictional briefing, pursuing document productions, reviewing documents, consulting with experts, reviewing and analyzing complex accounting information, taking depositions, creating damages modeling, negotiating a settlement, reviewing settlement documents, and seeking the Court's approval of the Settlement.

11. I collected my own documents for discovery and reviewed and approved discovery responses and other filings.

12. I was also closely involved in the negotiation process and attended both mediation sessions, which ultimately resulted in a settlement.

13. I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Settlement Class, which provides an up-front cash value of $16,250,000. This amount, after reduction for court-approved Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration Expenses, Notice and Distribution Costs, and Case Contribution Award, if any, will be distributed to Class Members once the Settlement becomes Final and Non-Appealable, if approved. I believe this is a substantial and excellent recovery for the Settlement Class.

14. Through my involvement in this lawsuit, I understand the strengths and weaknesses of the claims against Continental. I am 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.

15. The Settlement is a substantial recovery for the Settlement Class under circumstances where it was possible that no recovery at all would be obtained. I fully support this Settlement as fair, reasonable, and adequate for the Settlement Class.

16. I am 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 myself.

17. Class Counsel is collectively applying for an award of Plaintiffs' Attorneys' Fees out of the $16,250,000 Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this lawsuit.

18. Because of Class Counsel's efficient and outstanding work, I fully approve of Class Counsel's application for fees from the Gross Settlement Fund. I approve of Class Counsel's request for reimbursement of their reasonable and necessarily incurred Litigation Expenses. I understand that if the award is granted, Plaintiffs' Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the $16,250,000 Gross Settlement Fund.

19. While I will recover only my pro rata share of the Net Settlement Fund, I intend to seek a Case Contribution Award for my representation of the Settlement Class. The court-approved Notice states that the two Class Representatives will seek a Case Contribution Award of 2% of the Gross Settlement Fund—of which I would receive half—as compensation for service as named plaintiff and class representative. This amount is based on the amount of time dedicated to the lawsuit, which was substantial and included many hours of time, dedication, and travel, as well as the expense, risk, and burden of serving as class representative in the lawsuit, and a reasonable estimate of the time to be dedicated to the lawsuit through the final distribution of the Net Settlement Fund to Class Members. I believe that such an award is justified in this case.

20. I was not promised any recovery or made any guarantees prior to filing this lawsuit, nor at any time during the lawsuit.

21. Based on these efforts and the benefits obtained for the Settlement Class, I submit that a Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the $16,250,000 Gross Settlement Fund.

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

Executed on: August 12, 2025

Plaintiff Gilbert Blevins, Jr.

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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

DECLARATION OF KRISTA KIM HUNTER GLENN

I, Krista Kim Hunter Glenn, of lawful age, upon personal knowledge, and pursuant to 28 U.S.C. § 1746, declare as follows:

1. I have personal knowledge of the facts set out in this declaration based upon my involvement in the Litigation and upon information provided to me by Class Counsel.

2. I submit this declaration in support of the forthcoming Motion for Final Approval of Class Action Settlement and Motion for Approval of Plaintiffs' Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Case Contribution Awards.

3. By submitting this declaration, I neither intend to, nor do I, waive any protections available to me, including, the attorney-client privilege, work product privilege, or any other privileges that may apply.

4. I own royalty interests in the Seaport 1-14-23XHW, Ringer Ranch 1-20-17XHM, and Park Place 1-21-16MXH oil-and-gas wells located in Carter and Stephens Counties in Oklahoma, which are operated by Continental Resources, Inc. ("Continental").

5. Continental remitted oil-and-gas proceeds to me beyond the timelines imposed by Oklahoma's Production Revenue Standards Act ("PRSA").

6. As a result, I engaged Class Counsel to pursue claims for late payment of oil-and-gas proceeds by Continental.

7. As part of this engagement, I was advised of the commitment to fulfill the responsibilities of named plaintiffs and proposed class representatives.

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

9. I have been involved in this lawsuit for over one year. Prior to my involvement in this particular lawsuit, I filed a putative class action in state court two years ago for the same claims at issue in this lawsuit. *See Glenn v. Continental Res., Inc.*, No. CJ-2023-202 (Okla. Dist. Ct. Carter Cnty.). I then joined this lawsuit and dismissed the state court action. By filing the state court action and by participating in this lawsuit, I hoped to obtain a monetary recovery for myself and other owners who were not paid interest under the PRSA.

10. This action has been actively litigated for over three years, which included extensive jurisdictional briefing, pursuing document productions, reviewing documents, consulting with experts, reviewing and analyzing complex accounting information, taking depositions, creating

damages modeling, negotiating a settlement, reviewing settlement documents, and seeking the Court's approval of the Settlement.

11. I collected my own documents for discovery and reviewed and approved discovery responses and other filings.

12. I was also closely involved in the negotiation process and attended both mediation sessions, which ultimately resulted in a settlement.

13. I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Settlement Class, which provides an up-front cash value of $16,250,000. This amount, after reduction for court-approved Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration Expenses, Notice and Distribution Costs, and Case Contribution Award, if any, will be distributed to Class Members once the Settlement becomes Final and Non-Appealable, if approved. I believe this is a substantial and excellent recovery for the Settlement Class.

14. Through my involvement in this lawsuit, I understand the strengths and weaknesses of the claims against Continental. I am 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.

15. The Settlement is a substantial recovery for the Settlement Class under circumstances where it was possible that no recovery at all would be obtained. I fully support this Settlement as fair, reasonable, and adequate for the Settlement Class.

16. I am 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 myself.

17. Class Counsel is collectively applying for an award of Plaintiffs' Attorneys' Fees out of the $16,250,000 Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this lawsuit.

18. Because of Class Counsel's efficient and outstanding work, I fully approve of Class Counsel's application for fees from the Gross Settlement Fund. I approve of Class Counsel's request for reimbursement of their reasonable and necessarily incurred Litigation Expenses. I understand that if the award is granted, Plaintiffs' Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the $16,250,000 Gross Settlement Fund.

19. While I will recover only my pro rata share of the Net Settlement Fund, I intend to seek a Case Contribution Award for my representation of the Settlement Class. The court-approved Notice states that the two Class Representatives will seek a Case Contribution Award of 2% of the Gross Settlement Fund—of which I would receive half—as compensation for service as named plaintiff and class representative. This amount is based on the amount of time dedicated to the lawsuit, which was substantial and included many hours of time, dedication, and travel, as well as the expense, risk, and burden of serving as class representative in the lawsuit, and a reasonable estimate of the time to be dedicated to the lawsuit through the final distribution of the Net Settlement Fund to Class Members. I believe that such an award is justified in this case.

20. I was not promised any recovery or made any guarantees prior to filing this lawsuit, nor at any time during the lawsuit.

21. Based on these efforts and the benefits obtained for the Settlement Class, I submit that a Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the $16,250,000 Gross Settlement Fund.

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

Executed on: August 12, 2025

Plaintiff Krista Kim Hunter Glenn

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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

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.[1] 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

[1] Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Settlement Agreement (Doc. 80-1).

EXHIBIT 4

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.[2] In addition to those prior recoveries, we are actively litigating numerous other class claims related to oil-and-gas royalty payments. More information about us may be found on the firm website, www.bradwil.com.

3. Charles V. Knutter is a partner at Chuck Knutter, PLLC, which focuses on complex commercial litigation and oil-and-gas litigation. Mr. Knutter regularly assists owners of all types of oil and gas interests with a variety of disputes arising from oil and gas agreements, including oil and gas leases. He has extensive experience advising clients regarding and litigating claims based on various provisions of the Oklahoma Production Revenue Standards Act, OKLA. STAT. tit. 52, § 570 *et. seq*. He also has extensive prior experience with

[2] *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.); *Dinsmore, et al. v. Scissortail Energy, LLC*, No. 22-CV-352-GLJ (E.D. Okla.); *Wright v. Devon Energy Prod. Co., L.P.*, No. 22-CV-213-KHR (D. Wyo.); *Dinsmore, et al. v. Oklahoma Petroleum Allies, LLC*, No. 23-CV-350-GLJ (E.D. Okla.); *Dinsmore, et al. v. Staghorn Petroleum II, LLC*, No. 24-CV-369-JAR.

oil-and-gas class actions and has been appointed Additional Class Counsel in multiple cases involving claims similar to those at issue in this case. *See Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-1199-F (W.D. Okla.); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ (N.D. Okla. 2021).

4. The Court has appointed Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel, and Charles V. Knutter as Additional Class Counsel. Doc. 85 at 4, ¶ 4(d).

5. As Class Counsel, the foregoing have achieved an outstanding result, obtaining a settlement with a total cash value of $16,250,000.00.

Work Completed Before Filing Suit

6. Before filing the Litigation, Class Counsel extensively investigated the payment practices of Defendant Continental Resources, Inc. ("Continental" or "Defendant").

7. We reviewed and analyzed the documents and information available to us, including correspondence, legal instruments, other litigation, and publicly available information about Continental.

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 Continental in the United States District Court for the Eastern District of Oklahoma.

Work Done After Filing

10. Plaintiffs Gilbert Blevins, Jr. and Robert F. Blevins initiated this case with the filing of the Complaint on May 4, 2022, in which they alleged that Continental had failed to pay statutory interest owed on late payments under Oklahoma's Production Revenue Standards Act ("PRSA"). Doc. 2.

11. Continental filed its Answer on July 20, 2022. Doc. 12.

12. On September 8, 2023, Continental moved to dismiss the case under the discretionary exception of the Class Action Fairness Act ("CAFA"). Doc. 29.

13. After we deposed Continental's declarant, and after thoroughly analyzing the data produced by Continental, Plaintiffs responded to Continental's motion to dismiss on October 17, 2023, in which Plaintiffs argued that Continental had failed to establish the necessary class citizenship to trigger CAFA's discretionary exception. Doc. 42.

14. Continental filed its reply on October 31, 2023, Doc. 45, and Plaintiffs filed their surreply on November 9, 2023. Doc. 52.

15. On August 1, 2024, Plaintiff Robert F. Blevins dismissed his claims without prejudice, Doc. 59, and then Plaintiff Krista Kim Hunter Glenn—who had a pending similar putative class case against Continental in state court—joined the case when the Court granted Plaintiffs' unopposed motion for leave to file an amended complaint. Doc. 61.

16. On September 13, 2024, Magistrate Judge Snow issued a report and recommendation, in which he recommended that Continental's motion to dismiss be denied. Doc. 67.

17. Over the following weeks, the parties fully briefed Continental's objection to the report and recommendation. *See* Docs. 68–75.

18. On March 31, 2025, the Court issued an order affirming and adopting the report and recommendation. Doc. 78.

19. Throughout the case, the parties have engaged in significant discovery, with Continental producing over fifteen thousand pages of documents across seventeen volumes. Plaintiffs also responded to discovery requests from Continental and produced hundreds of documents.

Work Done Towards Resolution

20. During discovery, the parties agreed to explore resolution of the matter and each side engaged consultants to analyze the voluminous payment detail to create exposure models.

21. Pre-mediation discussions included multiple calls between counsel and between their consultants.

22. The parties agreed to engage a former judge in this Court, Michael Burrage, to serve as mediator.

23. Ahead of mediation, the parties submitted nearly 70 pages of mediation briefing and over 300 pages of exhibits to Judge Burrage.

24. On November 6, 2024, the parties met at Judge Burrage's office in Oklahoma City for a day-long mediation session. Although that session did not result in an agreement, the parties agreed to continue negotiating and to schedule a second mediation session.

25. Between the two sessions, the parties exchanged additional information and held multiple calls. The parties attended the second mediation session on April 3, 2025, and ultimately reached agreement on essential deal terms, which they then reduced to a formal settlement agreement ("Settlement Agreement") executed on May 13, 2025.

26. Class Counsel filed the motion for Preliminary Approval on October 17, 2024. Doc. 17. The Court entered the Preliminary Approval Order on November 7, 2024. Doc. 21.

Notice Campaign and Plan of Allocation

27. Since the Court preliminarily approved the Settlement, Class Counsel has worked with the Settlement Administrator to carry out the Notice campaign, which is detailed in the Settlement Administrator's Declaration (Doc. 86-5), and to formulate the Initial Plan of Allocation (Doc. 86-6). 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

28. Since we effectuated the Notice campaign, and at the time this declaration was executed, seventeen requests for exclusion have been received and there have been no objections. *See* Doc. 86-5, Keough Decl. at 4–5, ¶¶ 14–17. Because this declaration is required to be filed before the deadline for filing objections or requesting exclusion (August 26, 2025), Class Counsel will update the Court regarding any additional requests for exclusion or objections submitted or filed after the Court imposed deadline.

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

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

31. 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

32. Class Counsel seek a 40% contingency fee from the up-front cash value of $16,250,000 million.

33. 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.

34. 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).

35. 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.").

36. 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.

37. 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).

38. **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.

39. **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.

40. **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.").

41. **The preclusion of other employment by the attorney due to the acceptance of the case**: While not a critical factor, it is common knowledge that the longer a case goes on the more other legal business it precludes since a lawyer and a law firm only have a finite amount of time to offer. *Id.* at 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.").

42. **The customary fee**: As shown above, the customary fee is 40%. *See supra* ¶¶ 34–36. 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.

43. **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.

44. **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.

45. **The amount in controversy and the results obtained**: The Parties had varying damage models, as is customary. The $16,250,000 in up-front cash represents a significant amount of the damages calculated by Plaintiffs' expert, and represents one of the largest up-front cash amounts obtained among Oklahoma late-payment class actions. 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.

46. **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 oil-and-gas companies. This factor supports the fee request.

47. **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.

48. **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.

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

50. Overall, the factors, and certainly the most important factors, support the fee request for a fee of 40%, which is the customary fee in these matters.

Litigation Expenses

51. 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 $186,603.

52. 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 $60,000 in Litigation Expenses or Administration, Notice, and Distribution Costs through the conclusion of this Litigation.

Administration, Notice, and Distribution Costs

53. The court-appointed Settlement Administrator, JND, has incurred $49,790.18 in Administration, Notice, and Distribution Costs as of July 31, 2025. *See* Doc. 86-5, Keough Decl. at 5, ¶ 18. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Gross Settlement Fund.

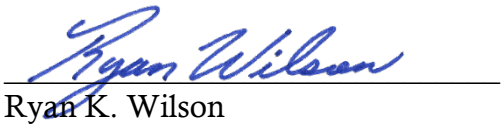
54. JND estimates that it will require an additional $149,209.82 in Administration, Notice, and Distribution Costs to complete the settlement process, for an overall total cost of $199,000.00 in Administration, Notice, and Distribution Costs. *Id.*

Case Contribution Award

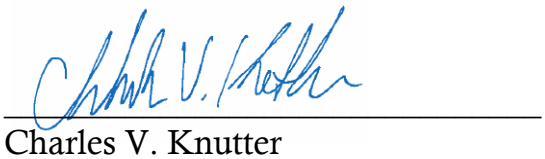
55. Class Representatives were crucial in this Litigation. *See* Doc. 86-3, Class Reps. Decl. Class Representatives engaged experienced counsel, significantly assisted with the Litigation, with the negotiation of the settlement, and with the process for completing and seeking approval of the Settlement. 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 and attended multiple mediation sessions 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., Kunneman Props., LLC v. Marathon Oil Co.*, No. 22-CV-274-KEW, Doc. 24 at 12 (E.D. Okla. Feb. 16, 2023) ("Class Representatives seek a total award of 2% of the Gross Settlement Fund . . . [which] is consistent with awards entered in similar cases."); *see also Indianola*, No. 21-CV-235-GLJ, Doc. 68 at 11 (E.D. Okla. Mar. 27, 2024) (same).

56. Here, as set forth in the Notice, Class Representatives seek an overall case contribution award totaling $325,000.00 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



Charles V. Knutter

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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

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

[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.

EXHIBIT 5

and claim administration programs. I have more than 20 years of legal experience designing and supervising such programs.

3. JND is serving as the Settlement Administrator in the above-captioned litigation (the "Action") pursuant to the Court's Preliminary Approval Order dated June 4, 2025.

CLASS MEMBER DATA

4. On June 10, 2025, JND received an initial spreadsheet containing a total of 34,707 line items representing the names, mailing addresses, and other identifying owner information. On June 19, 2025, JND received a revised spreadsheet that identified a subset of 34,665 owner records for the purpose of establishing a notice population of potential Class Members. JND promptly loaded the potential Class Member data into a database established for this administration.

5. Prior to effecting notice, JND certified the mailing data via the Coding Accuracy Support System ("CASS") in order to ensure the consistency of the contact information in the database and then verified the mailing addresses through the National Change of Address ("NCOA") database[2], identifying updated addresses for 1,245 records. In addition, JND conducted advanced address research through TransUnion's TLO service for nine (9) records with no address but for which sufficient information was available for a match and identified addresses for six (6) records. Of the 34,665 potential Class Member records, a mailing address could not be located for 1,588 records, leaving a total of 33,077 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 July 7, 2025, JND caused the mailed Notice of Settlement to be sent via USPS first-class mail to the 33,077 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 2,712 notices that have been returned to JND as undeliverable at the address provided. JND re-mailed 203 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 673 Class Members. JND duly re-mailed the Notice of Settlement to those potential Class members for whom a new address was obtained. As of the date of this Declaration, two (2) of the notices that were forwarded or re-mailed in this manner were returned as undeliverable.

SUMMARY NOTICE

9. JND caused the summary Notice of Settlement to be published in *The Oklahoman* and *Tulsa World* on July 13, 2025. Digital copies of the Notice of Settlement as seen in these publications are attached hereto as **Exhibit B**.

SETTLEMENT WEBSITE

10. On July 7, 2025, JND established a dedicated website (www.blevins-continental.com), which hosts copies of important case documents, including Class Action First Amended Complaint, the Settlement Agreement, the Preliminary Approval Order, and the Notice of Settlement, 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 699 unique users with 1,737 pageviews. JND will continue to update and maintain the website throughout the administration process and final approval process.

TOLL-FREE INFORMATION LINE

12. On July 7, 2025, JND established a case-specific toll-free telephone number (1-866-287-0745) 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 252 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 August 26, 2025.

15. As of the date of this Declaration, JND has received Requests for Exclusion for 17 owners. The owners requesting exclusion are identified in the list attached hereto as **Exhibit D.**

OBJECTIONS

16. The Notice of Settlement directs that Class Members who would like to object to the Settlement may do so by filing an objection with the Court on or before August 26, 2025.

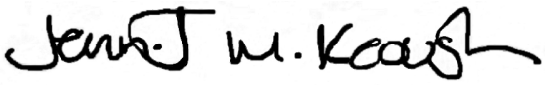
17. As of the date of this Declaration, JND is not aware of any objections.

SETTLEMENT ADMINISTRATION COSTS

18. As of July 31, 2025, JND had incurred $49,790.18 in Administration, Notice, and Distribution Costs. JND currently estimates its total cost of bringing the administration of the Settlement to completion to be $199,000.00.

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

Executed on August 12, 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 Have Received a Payment from Continental Resources, Inc. for Production from an Oil and Gas Well in Oklahoma, You Could Be a Part of a Proposed Class Action Settlement.

Who Is Included? You are a member of the Settlement Class if, from May 1, 2017, to February 28, 2025, 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 was late and didn't include statutory interest. "Defendant" means Continental Resources, Inc. The Class has been preliminarily approved for settlement only. There are exclusions.

Blevins v Continental Settlement
c/o JND Legal Administration
PO Box 91225
Seattle, WA 98111

ID: «Printer_ID»

There is a proposed Settlement in a putative class action lawsuit filed against Continental Resources, Inc. ("Defendant") called *Blevins, et al. v. Continental Resources, Inc.*, No. 22-CV-160-DES, 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 $16,250,000 that will be distributed according to the terms of the Settlement Agreement, the documents referenced in and exhibits to the Settlement Agreement, and orders from the Court. Class Counsel will seek attorneys' fees up to 40% of the Gross Settlement Fund; reimbursement of expenses incurred in prosecuting the case; and settlement administration, notice, and distribution costs, all to be paid from the Settlement. Plaintiffs will seek a total case contribution award of up to 2% of the Gross Settlement Fund.

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 **August 26, 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 **August 26, 2025**, following instructions from the Court (available on the website). If you opt out, you will not receive any benefits from the Settlement and will not be bound by it or the judgment in this case.

When will the Court decide whether to approve the proposed Settlement? A Final Fairness Hearing has been scheduled for **September 16, 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.BLEVINS-CONTINENTAL.COM OR CALL TOLL-FREE 1-866-287-0745.

Exhibit B

Parental rights ruling has decades-old roots

Case caps years of litigation over opting students out of lessons

BrieAnna J. Frank
USA TODAY

Protesters rally outside the U.S. Supreme Court on April 22 as justices heard arguments in a case to determine whether a Maryland school district's reading program infringed on parents' rights. The court later ruled that parents can opt out of certain lessons for their kids. JOSH MORGAN/USA TODAY FILE

On April 8, 1992, Suzanne Brown asked her son, Jason Mesiti, about his day at school.

"He said, 'probably the worst in my life,' " Brown recalled.

While she said the remark was "somewhat dramatic," she, too, was disturbed by what her son, a high school sophomore at the time, described.

Mesiti had to attend an assembly about sex and AIDS prevention at his school in Chelmsford, Massachusetts. He described the program's use of "profane, lewd and lascivious language" and how at one point a demonstration included a female student pulling a condom over a male student's head.

Mesiti said such actions made it feel "like you were being Punk'd," and Brown said she was "totally shocked" upon reviewing a transcript of the program.

His family unsuccessfully sued, with the religious beliefs of parents a key part of the case.

Brown said she should have been notified about the content of that program and had the opportunity to opt out.

Now, more than three decades later, parents have that right, thanks to a June 27 ruling by the U.S. Supreme Court, which sided with a group of Maryland parents who wanted to opt their children out of an English language arts curriculum with LBGTQ+ characters.

Montgomery County Public Schools initially allowed opt-outs but later ended such accommodations because they threatened to cause "significant disruptions." A group of parents sued, and the case could have sweeping ramifications for public school districts across the nation.

In the 6-3 decision, the court said the school district violated the parents' First Amendment rights to the free exercise of religion by not allowing them to opt out from having their children read books with LGBTQ+ themes at school.

Justice Samuel Alito said parents have an established right to direct their children's religious upbringing. The books in the Maryland case, he said, "unmistakably convey a particular viewpoint about same-sex marriage and gender."

The three liberal justices disagreed. Public schools have the "core premise" of introducing students to a "range of concepts and views that reflect our entire society," Justice Sonia Sotomayor wrote.

"Exposure to new ideas has always been a vital part of that project, until now," she wrote.

Sotomayor said the ruling could result in "chaos" for the public school system and have a chilling effect on disadvantaged public schools that may be wary of introducing a curriculum with the potential to invite lawsuits or create logistical challenges.

Looking at things now, Brown said she doesn't believe allowing parents to opt out places an "overwhelming" burden on schools.

"If the parents don't care ... that's up to them, but if a parent does have beliefs and truths they want to stick to for their children, I think they should have the right to do that," Brown said.

Opt-outs may only provide 'myth of control,' defendant says

Suzi Landolphi, who created the program Mesiti attended and was named in the lawsuit that followed, acknowledged that her tactics were unorthodox and could even be "traumatizing" for some students.

But she said school officials wanted students to attend the program given the AIDS epidemic that was, at that time, killing tens of thousands of Americans each year.

She said schools could have decided whether to require parent permission for students to attend her program but that Chelmsford High School opted not to do so. USA TODAY reached out to the school for comment.

Though she "would've absolutely preferred" students to have parental permission to attend her program, Landolphi moved forward with the goal of using humor and theatricality to spread awareness of serious issues among high school students.

"The last thing in the world I want to do is stand up there and lecture and, first of all, not have any young people come in to the performance or to the presentation, and then I don't want them to tune out, because this is important, life-saving information," she said.

Landolphi, who now works as a therapist, said she has "no trouble" with parents wanting to prevent their children from being exposed to certain content.

But she said that such measures may only support the "myth of control." Parents can't expect to shield their children from everything they find objectionable in the age of smartphones and social media, she said.

Brown described her family as Christ followers but said her objection to Landolphi's program more than three decades ago was driven primarily by "common sense."

A district court dismissed her lawsuit in 1995. The decision was later upheld by the 1st U.S. Circuit Court of Appeals.

Landolphi told USA TODAY there have been times when she disagreed with her children's curriculum. Those occasions prompted conversations that "allowed for deeper understanding and connection," but she said she "never felt burdened" by such incidents.

Mesiti, like his mother, told USA TODAY that parents "have a right to do what they want" as it relates to their children. At the same time, he disagrees with book bans and thinks students benefit from exposure to diverse beliefs and lifestyles.

"I believe schools should distinguish between potentially harmful, age-inappropriate content and lawful, necessary civil-rights education," Mesiti said. "The former may justify opt-outs, and the latter should remain mandatory for informed citizenship and workplace readiness."

But Mesiti said he is concerned about public schools "playing it safe" in light of the U.S. Supreme Court's ruling in Mahmoud v. Taylor, the Maryland case, and "limiting essential, factual curriculum."

Likewise, Zach Schurin, an attorney with expertise in education law, echoed Sotomayor's concerns. Public school districts may now "think very long and hard about including curriculum that is controversial in nature," he said.

Based on the court's ruling, a school that still seeks to mandate such material without allowing opt-outs must prove

See RULING, Page 11A

TULSA WORLD

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TO PLACE AN AD - SELF-SERVE: https://tulsaworld.com/place_an_ad/ **Call:** 918-583-2121

LEGALS AND PUBLIC NOTICE: TulsaWorld.Legals@lee.net **Call:** 918-581-7323

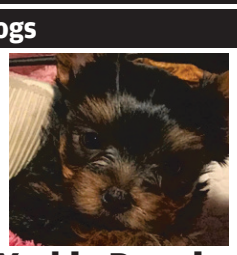
OBITUARIES: tributes@tulsaworld.com **Call:** 918-581-8503

CLASSIFIEDS: classifieds@tulsaworld.com **Call:** 918-583-2121

SHOP LOCAL / BUSINESS DIRECTORY: https://tulsaworld.com/places/

PETS & ANIMALS

Dogs



Yorkie Puppies
Reg Silky long coats, tails and Dew Claws done. first shots and veterinary health cert. Felmales 1800 Male 1500 4wks now ready Aug 20 we live locally but have Va cell. 757-338-4333. No scams please..

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Puppies & retiring adults. See at www.crossbarhranch.com or call 918-521-3728

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cowboy corgis 3 male 2 female ready for their forever home 6wks old $225 918-613-5516

REAL ESTATE

Real Estate Auction

NO RESERVE AUCTION: LAKE TENKILLER LODGE
Rare opportunity on a one-of-a-kind lakefront property on beautiful **Lake Tenkiller** in Cookson, OK, going to auction **August 10th at 1:30pm.** 8-bedroom Lodge, Dock, Caretaker's Home, Cottage, and Shop on 2.7 Acres right on the lake, will sell to the highest bidder(s)!
Bid to buy the lodge, dock, and home, OR just the cottage and shop, OR the whole package!
For viewing this property or for more details, contact Brian Bendele or Mike Bendele, United Country Real Estate 405-258-0408, OR John Ball or Justin Ball, Ball Auction Service 405-258-1511. Photos & details online at www.BallAuction.bid or www.BendeleCo.com

RECRUITMENT

Ag | Farm | Ranch

Selman Farms, LLC in Skiatook, Oklahoma has position available for Assistant Foreman. Must be able to obtain a driver's license following hire and obtain clean driving record. Must have four years of experience on a pecan operation using sprayers. Must have electrical and mechanical skills required to fix and maintain farm equipment and machinery such as tractors, farm truck and spraying equipment. Must have certificate in electronics. Must be able to lift 80 lbs. Must be able to speak both Spanish and English to a high standard to translate instructions from owner into Spanish for workers who do not speak English. Subject to random drug testing. EOE. Mail resume to Selman Farms, LLC, Attn: Chad Selman, 571 E 156 St N., Skiatook, OK 74070. Do not apply in person.

CLEAN YOUR CLOSET $ $ $ COLLECT SOME CASH

RECRUITMENT

General

ACCOUNTANTS & AUDITORS Occidental Petroleum Corp. has an oppty for a Tax Advisor. Position based in Tulsa, OK. Hybrid position requiring wrk in the office w the ability to telecommute on days when not in the office. Email resume w/REF # 7735100 to ApplyforOxyJob@oxy.com. Must be legally auth to wrk in the U.S. w/o spnsrshp. EOE

Berry Global Films, LLC, an affiliate of Amcor plc seeks a Quality Chemical Engineer in Tulsa, OK. Provide technical sales & product dvlpmnt support that create sustainable value for customers. Domestic travel expectation is 10-20% to Berry Stretch Film plants & customers. Reqs: Bachelor's degree or foreign equiv in Materials Sci or Chem Eng & 2 yrs of exp as a Quality assurance mgr, or rltd occ. For full job desc & to apply visit: https://www.berryglobal.com/en/careers ref. req. # 2025-35637 or send resume to Billie Durham, Berry Global Films, LLC, 101 Oakley St, Evansville, IN 47710

Chemical Milling Operator Lead: Use MS Word, MS Excel and email to implement process specifications, engineering orders and verbal and written instructions. Work with different gauge and type of sheet metal aluminum according to product specifications. LMI Finishing Inc., Tulsa, OK. F/T. CV to jsimpson@sonaca-na.com and ref #6079. No Calls/Agents. Visa sponsorship not offered.

CommunityCare HMO, Inc. seeks Software Engineer to perform middle-tier application development, building assigned code components and functions to support multiple technology portals. Participate in daily standups and support project managers with user story definition to ensure clear understanding and progress tracking. Build APIs to integrate various front-end applications with relational DBMS systems. Utilize SQL to troubleshoot and optimize application development. Develop and implement unit testing functions within applications. Collaborate with the QA department to test new code functionality. Position requires a Bachelor's degree in Computer Science, Engineering, Information Technology, or a directly related field. 2 years of experience with software design, development, implementation, and testing experience, including mobile or web development. Experience must include: 2 years of experience leveraging C# and SQL to develop applications and build APIs. 2 years of experience with Azure Services, CSS, data structures, HTML, Java, JavaScript, and Restful Web Services. 1 year of experience with Azure Open AI. Remote work allowed 2 days/week. Job Location: Tulsa, OK. To apply, please email your resume and cover letter to resume@ccok.com with reference to Job Code: 855

Director of Operations for Millison Casting Technology LLC specializing in R&D, production, & sales of aluminum alloy precision die castings for automotive, telecom, and energy storage industries in Sallisaw, OK. Related degree and experience required. Email resume to emerald.luce@millisoninc.com

Lead Developer in Tulsa, OK for Littlefield Inc.: Collab. closely w/ in-house creative & analytic teams, mng digital initiatives, implement new prog'g technologies, AI interfacing & prog'g, & server configs via 3rd party hosting providers. BS in CS or closely rel. Possess knowl in: Apostrophe CMS Dvlpmt, Custom HubSpot Dvlpmt, API Dvlpmt & WordPress Custom Block Dvlpmt. Certified in Custom HubSpot Dvlpmt. Will accept any suitable combo of edu, training, or exp to meet req'mts. Mail resume to Littlefield, Attn: Finance & HR, 1350 S. Boulder Ave. Suite 500, Tulsa, OK 74119.

Saint Francis Health System seeks a Biomed Equipment Specialist in Tulsa to repair, calibrate and install various types of clinical, physiological, respiratory, surgical, dialysis, clinical networks, communications, and visual recording systems, directly or indirectly related to patients. Perform safety checks and preventative maintenance. Perform after hours on-call responsibilities as required. Requires a high school diploma/GED plus 12 months of experience working with healthcare related industrial equipment; ability to be proficient with computers, use of hand tools, DVMs, and diagnostic equipment. Submit resume to hr-talentacquisition@saintfrancis.com or mail to SFHS Human Resources, 6600 South Yale Avenue, Ste. 1100, Tulsa, OK 74136.

Your merchandise
From furniture to pets, Fords to Harleys, we keep you shopping!

RECRUITMENT

General

Teaching Assistant Professor needed in Stillwater, Oklahoma to teach graduate and undergraduate courses in Computer Science, as well as to perform scholarly research. Applicants must have the minimum of a Ph.D. in Computer Engineering or a related field. Will accept an educational equivalency prepared by a qualified evaluation service. Must have legal authority to work in the U.S. Send resume/references via email to roger.mailler@okstate.edu with the following subject line: "ATTN: TAPCS25," OR via mail to Roger Mailler, Department Head, ATTN: TAPCS25, Oklahoma State University, 112 Mathematical Sciences, Stillwater, OK 74078. EOE.

Manufacturing

Buzzi Unicem USA Inc. seeks a Production Manager in Pryor, OK to oversee plant operations, direct production personnel and ensure that plant operations, quality control and all production meet or exceed the requirements set forth by the Production Manager. Req. BS + 5 yrs exp. Salary range for position: $136,500.00 - $160,000.00. To apply, mail resume to: To apply, mail resume to Buzzi Unicem USA Inc., Attn: HR, 100 Brodhead Road, Suite 230, Bethlehem, PA 18017, OR submit a resume to https://www.employoklahoma.gov/Participants/s/login/?ec=302&startURL=%2FParticipants%2Fs%2F, OR submit a resume to https://careers-buzziunicemusa.icims.com/jobs. Must reference Job Title & Job Code: 000037 EOE.

LEGAL NOTICE

If You Are or Were an Owner Paid by Continental Resources, Inc. 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, during the Claim Period: (1) (a) received payments from Continental (or Continental's designee) for oil and/or gas proceeds from Oklahoma wells, or (b) whose proceeds from Oklahoma wells were sent as unclaimed property to a government entity by Continental; and (2) whose payments or proceeds did not include statutory interest under the PRSA. The Settlement Class includes owners of royalty interests, overriding royalty interests, and working interests.

Excluded from the Settlement Class are: (1) Continental, 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) publicly traded oil and gas companies and their affiliates; (4) DewBlaine Energy LLC; (5) the entities identified on Exhibit 6 to the Settlement Agreement; (6) Gregg B. Colton, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (7) persons or entities that Plaintiffs' counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (8) 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 (9) officers of the Court.

The Claim Period means checks, remittances, payments, or prior period adjustments to Settlement Class Members or to unclaimed property funds for oil and/or gas production from Oklahoma wells commencing on May 1, 2017, and ending on February 28, 2025, subject to the terms of the 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 Continental Resources, Inc.

On June 4, 2025, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Sixteen Million Two Hundred Fifty Thousand Dollars ($16,250,000.00) 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 as Co-Lead Class Counsel and Charles V. Knutter of Chuck Knutter, PLLC 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. You will also be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendant or others identified in the Settlement Agreement for the Released Claims described in that Agreement.
- **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Class Counsel and Defendant's Counsel **no later than August 26, 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, Class 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 August 26, 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 September 16, 2025, at 10:00 a.m. CT at the United States District Court for the Eastern District of Oklahoma (at 101 North 5th Street, Muskogee, Oklahoma 74401). 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 www.blevins-continental.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 Settlement Class Members, read the Notice of Settlement, Settlement Agreement and other documents posted on the website or contact the Settlement Administrator.

Visit: www.blevins-continental.com

Call Toll-Free: 1-866-287-0745

Or write to: ***Blevins v. Continental Settlement***
c/o JND Legal Administration
P.O. Box 91225
Seattle, WA 98111

Published in the Tulsa World, Tulsa County, Oklahoma, 13/07/2025

www.blevins-continental.com **1-866-287-0745**

Exhibit C

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

Gilbert Blevins, Jr., et al., on behalf of themselves and all others similarly situated, Plaintiffs, v. Continental Resources, Inc., Defendant.	Case No. 22-CV-160-DES

NOTICE OF PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES AND COSTS, AND FINAL 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 Continental Resources, Inc.'s ("Defendant" or "Continental") records show you are an owner in Oklahoma well(s) for which Continental 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.blevins-continental.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 under the Court's orders, 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.blevins-continental.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 non-excluded persons or entities who, during the Claim Period: (1) (a) received payments from Continental (or Continental's designee) for oil and/or gas proceeds from Oklahoma wells, or (b) whose proceeds from Oklahoma wells were sent as unclaimed property to a government entity by Continental; and (2) whose payments or proceeds did not include statutory interest under the PRSA. The Settlement Class includes owners of royalty interests, overriding royalty interests, and working interests.
>
> Excluded from the Settlement Class are: (1) Continental, 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) publicly traded oil and gas companies and their affiliates; (4) DewBlaine Energy LLC; (5) the entities identified on Exhibit 6 to the Settlement Agreement; (6) Gregg B. Colton, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (7) persons or entities that Plaintiffs' counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (8) 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 (9) officers of the Court.

The Claim Period means checks, remittances, payments, or prior period adjustments to Settlement Class Members or to unclaimed property funds for oil and/or gas production from Oklahoma wells commencing on May 1, 2017, and ending on February 28, 2025, subject to the terms of the Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Class, you may contact the Settlement Administrator at:

Blevins v. Continental Settlement
c/o JND Legal Administration
P.O. Box 91225
Seattle, WA 98111

Call Toll-Free: 1-866-287-0745

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 oil-and-gas proceeds payments under Oklahoma law. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation but has agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued 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 June 4, 2025, 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 Released Claims alleged in the Litigation, Defendant has agreed to pay Sixteen Million Two Hundred Fifty Thousand Dollars ($16,250,000.00) 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.blevins-continental.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 PLLC and Additional Class Counsel Charles V. Knutter of Chuck Knutter, PLLC, have been litigating this case without any payment whatsoever for three years, advancing hundreds of thousands of dollars in expenses. At the Final Fairness Hearing, Class 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 $350,000.00. In addition, Plaintiffs intend to seek case contribution awards for their representation of the Settlement Class, which total 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. 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.blevins-continental.com. This website will eventually include this Notice, the Plan of Allocation, and Class 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.blevins-continental.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 September 16, 2025, beginning at 10:00 a.m., before the Honorable D. Edward Snow, U.S. Magistrate Judge for the Eastern District of Oklahoma. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and www.blevins-continental.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 Class 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 Class Counsel believe that the Settlement is in the best interest of the Settlement 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 *Blevins, et al. v. Continental Resources, Inc.*, and (iii) a description of the Class Member's interest in any wells for which he/she/it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number(s). Requests for Exclusion must be mailed by certified mail, return receipt requested, and received **no later than 5 p.m. CT on August 26, 2025**, as follows:

Settlement Administrator	Class Counsel	Defendant's Counsel
Blevins v. Continental Settlement c/o JND Legal Administration P.O. Box 91225 Seattle, WA 98111	Reagan E. Bradford Ryan K. Wilson Bradford & Wilson PLLC 431 W. Main St., Ste D Oklahoma City, OK 73102	Jeffrey C. King Elizabeth L. Tiblets K&L Gates LLP 301 Commerce St., Ste 3000 Fort Worth, Texas 76102

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 request exclusion 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 *Blevins, et al. v. Continental Resources, Inc.*, No. 22-CV-160-DES, 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 number(s) 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 Class Counsel and Defendant's Counsel, via certified mail return receipt requested, and received **no later than 5 p.m. CT by August 26, 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 St.
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.blevins-continental.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 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/. 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.

D. EDWARD SNOW
UNITED STATES MAGISTRATE JUDGE

Exhibit D

JND LEGAL ADMINISTRATION

Gilbert Blevins, Jr., et al. v. Continental Resources, Inc.

Case No. 22-CV-160-DES (E.D. Okla.)

Requests for Exclusion Received

JND ID	Name	Received
NS9A7X54EM	GAYNELL SPIGNER	7/28/2025
NZE7NUQ2H8	NOMS OIL LLC	8/1/2025
N5E3KWCTBS	MNO HOLDINGS I INC	8/4/2025
NFG7EY4NWR	MNO I LLC	8/5/2025
N2H5768UXD	GBK CORPORATION	8/8/2025
N2H5U9RWTG	JAY M CHOZEN LIVING TRUST	8/8/2025
N3ZCSNY4MU	JOEL JANKOWSKY TRUST	8/8/2025
N4Y2J86Q3U	GBK INVESTMENTS LLC	8/8/2025
N7CSYBH92V	WESTHEIMER-NEUSTADT CORPORATION	8/8/2025
NDVG7QE42J	SUE ANN AND MICHAEL HERBORN TRUST	8/8/2025
NJAXPKCGT3	CHOZEN FAMILY TRUST	8/8/2025
NP7B9FWYUX	BRENDA MAGOON	8/8/2025
NTHZS8FGQP	GEORGE B KAISER	8/8/2025
NWCTKJLV3N	LORI A CHOZEN REVOCABLE TRUST AKA LORI ANNE CHOZEN 1992 REV TR	8/8/2025
NWD7NCX23F	JOEL JANKOWSKY 2003 EXEMPT TRUST	8/8/2025
NXA9NYHEU7	IRENE MILLER ROTHBAUM REV TRUST DATED 5/26/1971	8/8/2025
N3PACERHMV	WAYLAN KILGORE	8/11/2025