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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING

Michele Navarro, on behalf of herself and all others similarly situated, Plaintiff, v. Anschutz Exploration Corporation, Defendant.	Civil Action No. 25-CV-93-ABJ

CLASS REPRESENTATIVE'S BRIEF IN SUPPORT OF MOTION FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

Class Representative (or "Plaintiff") respectfully moves 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 Representative's proposed Judgment is attached as **Exhibit 1**, and Class Representative's Proposed Initial Plan of Allocation Order is attached as **Exhibit 2**.[1] Class Representative submits that the Settlement is fair, reasonable, and adequate and should be finally approved. **Ex.**

[1] The proposed judgment was attached as Exhibit 2 to the Settlement Agreement ("SA"), Doc. 31-1. 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 (July 9, 2026) have passed.

3, Declaration of Class Representative ("Class Rep. Decl.").[2] This conclusion is strongly supported by the fact that no objections and only one request for exclusion has been received as of this filing.

BACKGROUND

For the full background of this Litigation, Class Representative refers the Court to the Motion for Preliminary Approval and the Brief in Support (Docs. 31–32), the Joint Declaration of Class Counsel ("Joint Counsel Decl.") (**Exhibit 4**), the pleadings on file, and any other matters of which the Court may take judicial notice, all of which are incorporated as if fully set out here.

On April 16, 2026, the Court issued an order preliminarily approving the Settlement, approving the Plan of Notice, and ultimately setting a date of July 30, 2026, for the Final Fairness Hearing. Doc. 36 ("Preliminary Approval Order"). The Court also approved the Notices of Proposed Settlement of Class Action ("Class Notices"), for mailing and publication. Doc. 36 at 6–7. The Court ordered that Notice be given to Class Members in accordance with the Plan of Notice as outlined in the Settlement Agreement and found that the Notices being provided "are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23." *Id.* at 6, ¶ 8. Since preliminary approval, Notice was mailed, by first-class mail, as ordered by the Court, to over 1,700 potential members of the Settlement Classes between April 30, 2026, and the present. **Ex. 5**, Declaration of Jennifer Keough Regarding Notice of Settlement ("Keough Decl.") at 2–3, ¶¶ 6–8. Notice was also published on the settlement website and in *The Casper Star-Tribune* (May 5, 2026 edition), *The Wyoming-Tribune Eagle* (May 6, 2026 edition), and the *Gillette News Record* (May 5, 2026 edition), as directed in the Preliminary Approval Order. *Id.* at 3–4, ¶¶ 9–11.

[2] Capitalized terms not otherwise defined shall have the meaning ascribed to them in the SA.

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. A–C; SA, Doc. 31-1. Consistent with the Notices and the Plan of Allocation, the preliminary allocation shows the proposed distributions to each member of the Settlement Classes and a total amount of distribution. The Initial Plan of Allocation—prepared by Plaintiff's expert, Barbara Ley—assumes the Court approves the requests for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the requests for Plaintiff's Attorneys' Fees and Case Contribution Award. The SA contemplates that Class Representative will move the Court for a Distribution Order based upon a Final Plan of Allocation within sixty (60) days after the Effective Date, with the benefit of the Court's ruling on those requests. *See* Doc. 31-1 at 24, ¶ 6.4.

Following the mailing of the Notices and publication, members of the Settlement Classes have seventy (70) days to request exclusion or file an objection. Zero objections and only one request for exclusion has been received as of the time of this filing.[3] *See* **Ex. 5**, Keough Decl. at 4, ¶¶ 14–17. The lack of any objections and a small number of opt-outs to the Settlement thus far supports the conclusion that the Settlement and Plan of Allocation are fair, adequate, reasonable, and in the best interests of the Settlement Classes such that final approval should be granted.

ARGUMENT & AUTHORITY

Class Representative submits 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

[3] Because this Motion is due before the exclusion and objection deadlines (July 9, 2026), Class Representative will submit a supplement detailing the requests for exclusion and objections, if any, received and indicate those that were properly submitted.

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 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 Classes for Settlement Purposes and Should Confirm this Finding by Finally Certifying the Settlement Classes Under Rule 23

The Court must find class certification remains appropriate for settlement purposes. The Court already certified the following Settlement Classes:

Class 1

All non-excluded persons or entities owning interests in Wyoming oil and gas wells who:

(1) received Late Payments from AEC during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds

for Wyoming oil or gas production were Late Payments sent to escrow by AEC during the Claim Period; and

(2) such Late Payments did not include 18% interest.

A "Late Payment" for purposes of this Class 1 definition means payment or escrow by AEC after the statutory periods identified in W.S. § 30-5-301.

Class 2

All non-excluded persons or entities owning royalty, overriding royalty, or other non-working interests in Wyoming oil and gas wells who:

(1) received a Check Stub from AEC during the Claim Period for proceeds of Wyoming oil and gas production; and

(2) the Check Stub failed to include information as provided in W.S. § 30-5-305.

A "Check Stub" for purposes of this Class 2 definition means a check stub or an attachment to the form of payment, which required the royalty information provided in W.S. § 30-5-305(b).

Doc. 36 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 and Brief in Support (*see* Docs. 31–32). 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 Classes for the purpose of settlement.

The prerequisites for class certification under Rule 23(a) and (b)(3) are satisfied. First, Rule 23(a)(1)'s numerosity requirement is satisfied because the Settlement Classes consist of over 1,700 owners, whose joinder would be impracticable. **Ex. 5**, Keough Decl. at 2–3, ¶¶ 4–8; *see also Legacy Ranch, LLP v. Sprint Commc'ns Co. L.P.*, No. 10-CV-103-ABJ, 2012 WL 12860867, at *1 (D. Wyo. Feb. 29, 2012); *see also Cline v. Sunoco, Inc. (R&M)*, 333 F.R.D. 676, 682 (E.D. Okla. 2019) ("the proposed class encompasses thousands of interest owners, which easily satisfies the numerosity requirement under Rule 23(a)(1)."). Second, Rule 23(a)(2)'s commonality requirement is met because many questions of law and fact exist that could be answered uniformly for the Settlement Classes using common evidence. *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)). Further, the Tenth Circuit recently affirmed that commonality was satisfied in a class action for interest owed on late oil-and-gas payments under Oklahoma's similar payment-timing statute. *Cline v. Sunoco, Inc. (R&M)*, 159 F.4th 1171 (10th Cir. 2025). Each of these common issues stems from a common body of law: the statutory law of the State of Wyoming. The real property interests at issue are property located in the State of Wyoming, and the payments at issue are governed by Wyoming substantive law. Thus, any choice of law analysis would result in the application of Wyoming 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 and check stub reporting, 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. "Typicality looks only to confirm that the legal claims for relief are similar; factual variations among the class members do not defeat typicality." *Cline*, 159 F.4th at 1185 n.5. Finally, Rule 23(a)(4)'s adequacy of representation requirement is satisfied because there are no conflicts—minor or otherwise—between Class Representative and the other Class Members. **Ex. 3**, Class Rep. Decl.; *see Tennille v. Western Union Co.,* 785 F.3d 422, 430 (10th Cir. 2015) ("Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status.") (internal citation omitted). Class Representative and Class Counsel have prosecuted the Litigation vigorously and Class Counsel is unquestionably qualified to represent the Class here. *See* **Ex. 4**, Joint Counsel Decl. at 1–6, ¶¶ 1–36.

Additionally, Rule 23(b)(3)'s predominance and superiority requirements are satisfied here. "Rule 23(b)(3) requires predominance, not perfection, such that the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues." *Cline*, 159 F.4th at 1187. "Critically, so long as at least one common issue predominates, a plaintiff can satisfy Rule 23(b)(3)—even if there remain individual issues, such as damages, that must be tried separately." *Id*. The predominance requirement is met because the substantive claims are all common (Wyoming law under Wyoming choice-of-law principles) as are the aggregation-enabling issues of fact (chiefly, Defendant's common course of late payments without interest and incomplete check stub reporting 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. "It is enough that class treatment is superior because it will 'achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.'" *CGC Holding Co., LLC v. Hutchens*, 773 F.3d 1076, 1096 (10th Cir. 2014).

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

2. The Court Should Grant Final Approval of the Settlement

The Court should finally approve the Settlement as fair and reasonable. The Court has broad discretion in deciding whether to grant approval of a class action settlement. *Jones*, 741 F.2d at 324. "As a general policy matter, federal courts favor settlement, especially in complex and large-scale disputes, so as to encourage compromise and conserve judicial and private resources." *In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 455 (S.D.N.Y. 2004); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) ("[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged."). As demonstrated below, each of the four factors identified by the Tenth Circuit weighs in favor of final approval.

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

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

Here, the Settlement is the product of extensive arm's-length negotiations between the Parties' experienced counsel reached after attending a day-long (12 hour) mediation session presided over by former federal judge, Layn R. Phillips, who has mediated many oil-and-gas class actions like this one. *See* **Ex. 4**, Joint Counsel Decl. at 5–6, ¶¶ 25–35. 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 state and federal courts.[4] Class Counsel are experienced and qualified counsel and represented the Settlement Classes honestly and fairly during settlement negotiations. *See* **Ex. 4**, Joint Counsel Decl. at 1–6, ¶¶ 1–36. Further, Defendant is represented by highly experienced counsel, who have worked extensively in oil-and-gas and class-action litigation.

Class Counsel's experience positioned them well to comprehensively examine the large amount of information and data produced in the Litigation, enabling the Parties to make informed decisions about the strengths and weaknesses of their respective cases. And Class Representative was directly involved in the negotiations and believes the settlement process

[4] *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; *Blevins, et al. v. Continental Res., Inc.*, No. 22-CV-160-RAW-DES (E.D. Okla.); *Sagacity, Inc., et al. v. BCE-Mach III LLC*, No. 23-CV-39-RAW-GLJ (E.D. Okla.); *Kawulok v. JMA Energy Co., L.L.C.*, No. CJ-2019-50 (Okla Dist. Ct. Hughes Cnty.).

resulted in an excellent recovery for the Settlement Classes. *See* **Ex. 3**, Class Rep. Decl. Class Representative expended time and resources prosecuting the Litigation, including communicating with Class Counsel, providing documents and information, and participating in the mediation and 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.

"Although it is not the role of the Court at this stage of the litigation to evaluate the merits . . . it is clear that the parties could reasonably conclude that there are serious questions of law and fact that exist such that they could significantly impact the case if it were litigated." *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693–94 (D. Colo. 2006) (internal quotations omitted). Many factual and legal issues remain on which the Parties disagree—issues that would ultimately be decided by a court or a jury. Despite Class Representative's optimism regarding her 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 and incomplete reporting. 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 $10.75

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

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

Class Counsel is intimately familiar with the risks of proceeding with the Litigation because they have extensive experience prosecuting oil-and-gas class actions. *See* **Ex. 4**, Joint Counsel Decl. at 1–3, ¶¶ 2–3. Class Counsel believes the value of the Settlement outweighs the risks of proceeding further with the Litigation. *Id.* at 3, ¶ 5. When the risks and uncertainties of continuing the Litigation are compared to the immediate benefits of the Settlement, it is clear the Settlement is fair, reasonable, and in the best interests of the Settlement Classes. The third factor supports final approval of the Settlement.

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

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

Class Counsel's judgment as to the fairness of the Settlement also supports final approval. "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 Classes, and the Settlement is in the Class Members' best interests. *See* **Ex. 4**, Joint Counsel Decl. at 7, ¶ 40. This last factor fully supports the Court's final approval of the Settlement. Indeed, all four factors considered by courts in the Tenth Circuit support final approval of the Settlement.

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

The Court should approve the Notice given to the Settlement Classes. Rule 23(c)(2)(B) requires that notice of a settlement be "the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). Also, Rule 23(e)(1) instructs courts to "direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). In terms of due process, a settlement notice need only be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Fager v. CenturyLink Comm'ns, LLC*, 854 F.3d 1167, 1171 (10th Cir. 2016) (citing *Mullane v. Cent. Hanover Bank & 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, including in 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. 36 at 6, ¶ 8. The Court directed dissemination of the Notices in accordance with the Settlement Agreement and the Preliminary Approval Order. *Id*.

The Notice was mailed to over 1,700 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 May 2026 in three newspapers of relevant circulation, *The Casper Star-Tribune* (May 5, 2026 edition), *The Wyoming-Tribune Eagle* (May 6, 2026 edition), and the *Gillette News Record* (May 5, 2026 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.navarro-anschutz.com, beginning on April 30, 2026. *Id.* at 3–4, ¶¶ 10–11. This website is maintained by the Settlement Administrator, where additional information regarding the Settlement can be found. *Id.*

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

4. The Initial Plan of Allocation Should Be Approved

The Court should also approve the proposed Initial Plan of Allocation, which is attached as **Exhibit 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.*, *Wake Energy, LLC v. EOG Res., Inc.*, 20-CV-183-ABJ, Doc. 83 (D. Wyo. Oct. 17, 2022) (Initial Plan of Allocation Order).

Class Counsel, together with Plaintiff's expert, have formulated the Initial Plan of Allocation by which Class Members will be reimbursed proportionately relative to the extent of their injuries for late payments oil-and-gas proceeds and check stub reporting penalties. 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 Gross Settlement Fund will initially be allocated with $9,500,000.00 to Class 1, and $1,250,000.00 to Class 2, subject to the proportionate reductions identified in paragraph 1.20 to arrive at the Net Settlement Fund. Class 1 will then be allocated proportionately based on the amount of statutory interest owed on the original underlying payment that allegedly occurred outside the time periods required by the WRPA, 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 WRPA, any additional statutory interest that Plaintiff's Counsel believes has since accrued. Class 2 will be allocated proportionately based on the number of Check Stubs received during the Claim Period Pursuant to the SA. The Initial

Plan of Allocation further takes into account the distribution of small amounts that may exceed the cost of the distribution ($5.00) and a reduction for Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a potential Case Contribution Award, which amounts will ultimately be determined by the Court at the Final Fairness Hearing.

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

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

CONCLUSION

Class Representative and Class Counsel respectfully request that the Court enter the proposed Judgment, attached as **Exhibit 1**.[5] The proposed Judgment grants:

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

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

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

Respectfully Submitted,

/s/ Reagan E. Bradford

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COUNSEL FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2026, a true and correct copy of the above and foregoing document was served in accordance with the Local Rules on all counsel of record via the Court's electronic filing system.

/s/ Reagan E. Bradford
Reagan E. Bradford

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING

Michele Navarro, on behalf of herself and all others similarly situated, Plaintiff, v. Anschutz Exploration Corporation, Defendant.	Case No. 25-CV-93-ABJ

JUDGMENT

This is a class action lawsuit brought by Plaintiff Michele Navarro ("Plaintiff" or "Class Representative"), on behalf of herself and as a representative of classes of owners (defined below), against Defendant Anschutz Exploration Corporation ("Defendant" or "AEC") ("Plaintiff" and "Defendant" collectively, the "Parties"), for the alleged failure to pay statutory interest on payments made outside the time periods set forth in the Wyoming Royalty Payment Act, W.S. § 30-5-301*, et seq.* ("WRPA"), for oil and gas production proceeds from oil and gas wells in Wyoming, and for the alleged failure to provide compliant check stubs under the WRPA. On March 20, 2026, the Parties executed a Stipulation and Agreement of Settlement (the "Settlement Agreement") finalizing the terms of the Settlement.[1]

On April 16, 2026, the Court preliminarily approved the Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Classes for Settlement Purposes, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing (the "Preliminary Approval Order"). In the Preliminary Approval Order, the Court, *inter alia*:

[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 Classes for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Settlement Classes;

b. appointed Plaintiff Michele Navarro as Class Representative; Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel; and Rick Erb 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 Representative's and the Settlement Classes' claims; (iii) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Classes;

d. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interest of the Settlement Classes;

e. preliminarily approved the form and manner of the proposed Notices to be communicated to the Settlement Classes, finding specifically that such Notices, among other information: (i) described the terms and effect of the Settlement; (ii) notified the Settlement Classes that Class Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award for Class Representative's services; (iii) notified the Settlement Classes of the time and place of the Final Fairness Hearing; (iv) described the procedure for requesting exclusion from the

Settlement; (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 Classes in accordance with the Settlement Agreement and in the manner approved by the Court;

g. provided for the appointment of a Settlement Administrator;

h. provided for the appointment of a Settlement Escrow Agent;

i. set the date and time for the Final Fairness Hearing as July 30, 2026, at 9:30 a.m. MT in the United States District Court for the District of Wyoming; and

j. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Classes or object to the Settlement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice and Summary Notice was given to the Settlement Classes, notifying them of the Settlement and the upcoming Final Fairness Hearing. On July 30, 2026, in accordance with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to, *inter alia*:

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

b. determine whether the notice method utilized by the Settlement Administrator: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

c. determine whether to approve the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund to Class Members who did not timely submit a valid Request for Exclusion or were not otherwise excluded from the Settlement Classes by order of the Court;[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 Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award to Class Representative are fair and reasonable and should be approved;[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 Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representative's 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 Classes, which were certified in the Court's Preliminary Approval Order, are defined as follows:

Class 1

All non-excluded persons or entities owning interests in Wyoming oil and gas wells who:

(1) received Late Payments from AEC during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by AEC during the Claim Period; and

(2) such Late Payments did not include 18% interest.

A "Late Payment" for purposes of this Class 1 definition means payment or escrow by AEC after the statutory periods identified in W.S. § 30-5-301.

Class 2

All non-excluded persons or entities owning royalty, overriding royalty, or other non-working interests in Wyoming oil and gas wells who:

(1) received a Check Stub from AEC during the Claim Period for proceeds of Wyoming oil and gas production; and

(2) the Check Stub failed to include information as provided in W.S. § 30-5-305.

A "Check Stub" for purposes of this Class 2 definition means a check stub or an attachment to the form of payment, which required the royalty information provided in W.S. § 30-5-305(b).

Excluded from the Settlement Classes are: (1) AEC, its affiliates, predecessors, and employees, officers, and directors, including any entities owned by any of them; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C.

§ 1702(2); and (5) Grey Bull Royalty Company LLC, Nortex Corporation, Mule Meadow Resources LLC, Torpit LLC, Joseph Robert DeDominic, Box Creek Mineral Limited, Arapahoe Resources LLC, Kalstrom Energy Partners LLC, and their affiliates.

4. For substantially the same reasons as set out in the Court's Preliminary Approval Order (Doc. 36), the Court finds that the above-defined Settlement Classes should be and are hereby certified for the purposes of entering judgment pursuant to the Settlement Agreement. Specifically, the Court finds that all requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied for settlement purposes. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Classes could have been certified in this case on a contested basis.

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

6. At the Final Fairness Hearing on July 30, 2026, the Court fulfilled its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement and the Notice of Settlement provided to the Settlement Classes, considering not only the pleadings and arguments of Class Representative and Defendant and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class Members. In so doing, the Court considered arguments that could reasonably be made against, *inter alia*, approving the Settlement and the Notice of Settlement, even if such argument was not actually presented to the Court by pleading or oral argument.

7. The Court further finds that due and proper notice, by means of the Notices, was given to the Settlement Classes in conformity with the Settlement Agreement and Preliminary

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

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

10. The Court finds that on April 7, 2026, 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. *See* Doc. 34. 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 Plaintiff or Class Counsel based upon an assertion that the Litigation was brought by Plaintiff or Class Counsel in bad faith or without reasonable basis. Similarly, the Court finds that Plaintiff has 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 Settlement Escrow Agent in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

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

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

15. 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 Classes by timely submitting a valid Request for Exclusion or other order of the Court are approved as fair, reasonable and adequate, and Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with the Plan of Allocation Order(s) entered by the Court.

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

18. Neither Defendant nor Defendant's Counsel shall have any liability or responsibility to Plaintiff, Class Counsel, or the Settlement Classes with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent or Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Class Member shall have any claim against Plaintiff, Class Counsel, the Settlement Administrator, the Settlement 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 Settlement Escrow Account and the taxation of funds in the Settlement Escrow Account or distributed from the Settlement Escrow Account shall be handled in accordance with the Settlement Agreement.

21. Any order approving or modifying any Plan of Allocation Order, the application by Class Counsel for an award of Plaintiff's Attorneys' Fees or reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request of Class Representative for the Case Contribution Award shall be handled in accordance with the Settlement Agreement and the documents referenced therein (to the extent the Settlement Agreement and documents referenced therein address such an order).

22. 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 Settlement 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 Plaintiff's Attorneys' Fees and reimbursement of reasonable Litigation Expenses and

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

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

IT IS SO ORDERED this ___ day of ________________, 2026.

____
HONORABLE ALAN B. JOHNSON
UNITED STATES DISTRICT JUDGE

Approved as to Form:

/s/ *Reagan E. Bradford*
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COUNSEL FOR DEFENDANT

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING

Michele Navarro, on behalf of herself and all others similarly situated, Plaintiff, v. Anschutz Exploration Corporation, Defendant.	Case No. 25-CV-93-ABJ

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. 39-6) and the Settlement Agreement (Doc. 31-1).

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. 31-1) and approved by the Court. Pursuant to the Settlement Agreement, the Initial Plan of Allocation reduces the amount available for distribution for estimates of Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Case Contribution Award, which amounts were ultimately determined by the Court at the Final Fairness Hearing and which will be implemented in the Final Plan of Allocation.

The Court reserves the right to modify this Initial Plan of Allocation Order without further notice to any Class Members who have not entered an appearance. The allocation of the Net Settlement Fund among Class Members and the Allocation Methodology is a matter separate and

EXHIBIT 2

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. 31-1), which is incorporated herein by reference.

IT IS SO ORDERED this ___ day of ________________, 2026.

____
HONORABLE ALAN B. JOHNSON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING

Michele Navarro, on behalf of herself and all others similarly situated, Plaintiff, v. Anschutz Exploration Corporation, Defendant.	Case No. 25-CV-93-ABJ

DECLARATION OF MICHELE NAVARRO

I, Michele Navarro, 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 this lawsuit and upon information provided to me by Class Counsel.

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

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

4. I own interests in Wyoming properties operated by Anschutz Exploration Corporation ("Anschutz"), including in the Pooch and Furball wells in Campbell County, Wyoming.

5. Anschutz has remitted oil and gas proceeds to me, including proceeds related to production from February 2024 which were paid to me in December 2024.

EXHIBIT 3

6. That payment did not include interest under the Wyoming Royalty Payment Act ("WRPA") despite it being late under the WRPA's payment timelines.

7. I engaged Class Counsel to pursue claims for late payment of oil and gas proceeds.

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

9. I agreed that Class Counsel would represent me on a contingency fee basis of 40% of any recovery obtained because of the risks and uncertainty associated with the lawsuit, the potentially significant expenses Class Counsel 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.

10. 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 WRPA.

11. As the litigation developed, a claim was added in the First Amended Complaint for incomplete reporting under the WRPA because Anschutz did not include and label the month and year during which sales occurred for the payments being made, as required under the WRPA.

12. I have had involvement with Class Counsel and the follow-on litigation for nearly two years, which included pursuing document productions, reviewing documents, consulting with experts, reviewing and analyzing complex accounting information, creating damages modeling,

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

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

14. I was also closely involved in the negotiation process and attended the mediation in California that ultimately resulted in a settlement.

15. I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Settlement Classes, which provides an up-front cash value of $10.75 million. This amount, after reduction for court-approved Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses, payment of Administration Expenses, Notice and Distribution Costs, and a Case Contribution Award, if any, will be distributed to Class Members once the Settlement becomes Final and Non-Appealable, if approved. I believe this is a substantial and excellent recovery for the Settlement Classes.

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

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

18. 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 Classes and myself.

19. Class Counsel is collectively applying for an award of Plaintiff's Attorneys' Fees out of the $10.75 million Gross Settlement Fund, as well as reimbursement of Litigation Expenses reasonably and necessarily incurred in successfully prosecuting the claims in this lawsuit.

20. 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, Plaintiff's Attorneys' Fees and reimbursed Litigation Expenses will be paid to Class Counsel out of the $10.75 million Gross Settlement Fund.

21. 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 Classes. The court-approved Notice states that I seek a Case Contribution Award of 2% of the Gross Settlement Fund to compensate me for my 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.

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

23. Based on these efforts and the benefits obtained for the Settlement Classes, I submit that a Case Contribution Award is fair and reasonable as compensation for the time and expense incurred to obtain the $10.75 million Gross Settlement Fund.

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

Executed on: June 25, 2026

Michele Navarro

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING

Michele Navarro, on behalf of herself and all others similarly situated, Plaintiff, v. Anschutz Exploration Corporation, Defendant.	Civil Action No. 25-CV-93-ABJ

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

The undersigned Class Counsel jointly submit this declaration under penalty of perjury in support of Plaintiff's Motion for, and Brief in support of, Final Approval of the Class Settlement and Plaintiff's Motion for, and Brief in support of, Approval of Plaintiff's 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 various 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. 31-1).

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 and proceeds payments. More information about us may be found on the firm website, www.bradwil.com.

3. Mr. Erb is a sole practitioner at Richard A. Erb Jr., P.C., and has practiced law in Wyoming for nearly thirty-three years. He maintains his principal law office in Gillette, Wyoming, while also maintaining a firm office in Buffalo, Wyoming. Mr. Erb represents his clients in a wide variety of matters and has significant experience in both Wyoming federal

[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; *Blevins, et al. v. Continental Res., Inc.*, No. 22-CV-160-RAW-DES (E.D. Okla.); *Sagacity, Inc., et al. v. BCE-Mach III LLC*, No. 23-CV-39-RAW-GLJ (E.D. Okla.); *Kawulok v. JMA Energy Co., L.L.C.*, No. CJ-2019-50 (Okla Dist. Ct. Hughes Cnty.).

and state courts. Mr. Erb is a member of the Wyoming Trial Lawyers Association and in the past has served the Wyoming Bar Association on various committees. Mr. Erb obtained his bachelor's degree from Eckerd College and his juris doctor from the University of Wyoming College of Law. Mr. Erb has previously served as Additional Class Counsel in two oil-and-gas class actions. *See Wake Energy, LLC v. EOG Res., Inc.*, No. 20-CV-183-ABJ (D. Wyo.); *Wright v. Devon Energy Prod. Co., L.P.*, No. 22-CV-213-KHR (D. Wyo.). More information about Mr. Erb may be found on his firm's website, www.rickerb.com.

4. The Court has appointed Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel and Rick Erb as Additional Class Counsel. Doc. 36 at 4, ¶ 4.

5. As Class Counsel, the foregoing have achieved an exceptional result, obtaining a settlement with a total cash value of $10,750,000.00 for the Settlement Classes. Doc. 31-1 at 6, ¶ 1.15.

Work Completed Before Filing Suit

6. Before filing the Litigation, Class Counsel extensively investigated the payment practices of Defendant Anschutz Exploration Corporation ("Anschutz" or "Defendant").

7. From reviewing Plaintiff's records, we determined Plaintiff had a possible claim against Anschutz for statutory interest under the Wyoming Royalty Payment Act.

8. We reviewed and analyzed the documents and information available to us, including correspondence, legal instruments, and publicly available information about Anschutz and its business in Wyoming.

9. 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.

10. Based on our review and analysis, and after discussing the same with Plaintiff, we filed this Litigation.

Work Done After Filing

11. **Litigation Efforts.** Plaintiff initiated this action on April 7, 2025, alleging that Defendant violated the Wyoming Royalty Payment Act, WYO. STAT. § 30-5-301 ("WRPA"). Doc. 1.

12. Plaintiff alleged that she received payments from Defendant outside of the WRPA's payment timelines, and that Defendant didn't pay Plaintiff statutory interest for those payments. Doc. 1.

13. Plaintiff sought to pursue her own claim for statutory interest under the WRPA and also to pursue the WRPA statutory interest claim on a classwide basis.

14. Defendant filed its answer on July 14, 2025, after receiving an unopposed extension. Doc. 17.

15. The parties conferred on and submitted a joint motion for entry of a protective order on August 13, 2023. Doc. 22. The parties also conferred on and submitted a joint case management plan on August 13, 2025. Doc. 21.

16. The Court entered the Stipulated Protective Order on August 14, 2025. Doc. 23. And the Court entered the Scheduling Order on August 20, 2025. Doc. 26.

17. On September 18, 2025, Plaintiff filed her unopposed motion for leave to amend, Doc. 27, which the Court granted on September 23, 2025. Doc. 28.

18. Plaintiff then filed her First Amended Class Action Complaint on September 23, 2025, in which she added a putative class claim for incomplete reporting of the information required to be provided along with payment under the WRPA. Doc. 29.

19. Defendant filed its Answer to the First Amended Complaint on October 7, 2025. Doc. 30.

20. Plaintiff issued her first set of written discovery requests on July 18, 2025, and Defendant served its first set of written discovery requests on September 3, 2025.

21. Defendant served its responses on September 5, 2025, and Plaintiff served her responses on October 3, 2025.

22. Plaintiff issued her second set of written discovery requests on November 13, 2025, to which Defendant served its responses on December 12, 2025.

23. These discovery requests and responses resulted in voluminous productions, including the production of electronically stored information. Plaintiff produced over 330 pages of documents, and Defendant produced nearly 14,000 pages of documents across fourteen volumes.

24. **Resolution Efforts.** During the class-certification discovery process, the parties discussed the prospect of mediating prior to class certification briefing.

25. The parties ultimately agreed to do so, and agreed to engage former federal judge, Layn R. Phillips, to serve as mediator.

26. Layn Phillips is nationally recognized for his experience in mediating large, complex civil cases, including multiple oil-and-gas class actions, and specifically including similar class actions under Wyoming law.[3]

27. The parties set a mediation date of February 5, 2026.

28. Prior to that mediation session, the parties engaged in extensive mediation briefing. The parties filed their opening mediation briefs on January 9, 2026, and then filed their response briefs on January 23, 2026.

29. All told, the parties exchanged over 80 pages of mediation briefing, accompanied by 57 exhibits, which spanned 831 pages.

30. This robust briefing cycle allowed the parties to fully assert their—and to test the other side's—legal and factual arguments ahead of class-certification briefing.

[3] *See Wright v. Devon Energy Prod. Co., L.P.*, No. 22-CV-213-KHR (D. Wyo.). More information about Layn Phillips may be found at: https://phillipsadr.com/our-team/layn-phillips/ (last visited June 25, 2026).

31. Following this extensive mediation briefing, the parties each had multiple one-on-one calls with Layn Phillips's staff before the mediation session, during which calls the parties discussed and explained their respective positions.

32. Further, the parties each received a list of written questions—for which they prepared responses—from Layn Phillips's staff.

33. The parties then attended the mediation session on February 5, 2026.

34. After twelve hours of negotiations, the parties were able to reach an agreement on key terms, which the parties reflected in an executed term sheet.

35. The parties then worked to memorialize their agreement into a formal settlement agreement, which they executed on March 20, 2026. *See* Doc. 31-1.

36. Class Counsel filed the motion for and brief in support of Preliminary Approval on March 30, 2026. Docs. 31–32. The Court entered the Preliminary Approval Order on April 16, 2026. Doc. 36.

37. **Notice Campaign and Plan of Allocation.** Class Counsel then worked with the Settlement Administrator to carry out the Notice campaign, which is detailed in the Settlement Administrator's Declaration (Doc. 39-5), and to formulate the Initial Plan of Allocation (Doc. 39-6). 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

38. Since the Notice campaign was effectuated, and at the time this declaration was executed, one request for exclusion has been received and no objections have been received. *See* Doc. 39-5, Keough Decl. at 4, ¶¶ 14–15. Because this declaration is required to be filed before the deadline for filing objections or requesting exclusion (July 9, 2026), Class Counsel will update the Court after the Court imposed deadline regarding any requests for exclusion or objections submitted or received at that time.

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

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

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

Plaintiff's Attorney's Fees

42. Plaintiff 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.

43. As numerous federal courts in the Tenth Circuit have recognized, a 40% contingent fee is standard in oil-and-gas class actions like this one. *See, e.g.*, *Wright v. Devon Energy Prod. Co., L.P.*, No. 22-CV-213-KHR, Doc. 44 (D. Wyo. Aug. 9, 2024) ("Class Counsel is hereby awarded Plaintiffs' Attorneys' Fees in the amount of 40% of the Gross Settlement Fund."); *Wake Energy, LLC v. EOG Res., Inc.*, 20-CV-183-ABJ, Doc. 84 (D. Wyo. Oct. 17, 2022) ("I find this fee [40%] is consistent with the market rate and is in the range of the 'customary fee' in class actions."); *El Dorado Minerals, LLC v. Coffeyville Resources Refining & Marketing LLC*, No. 23-CV-249-JAR, Doc. 27 (E.D. Okla. Jan. 8, 2024) ("Class Counsel and Class Representative negotiated and agreed to prosecute this case based on a contingent fee up to 40%. I find this fee is consistent with the market rate and is in the range of the 'customary fee' in oil-and-gas class actions[.]"); *Johnston v. Camino Nat. Res., LLC*, No. 19-CV-2742-CMA-SKC, Doc. 69 (D. Colo. June 22, 2021) ("The requested fee [40%] is within the normal range for a contingent fee award."); *Feerer v. Amoco Prod. Co.*, No. 95-0012-JC/WWD, 1998 U.S. Dist. LEXIS 22248, at *42–43 (D.N.M. May 28, 1998); *see also Henry Price Tr. v. Plains Mktg.*, No. 19-cv-390-KEW, Doc. 77 (E.D. Okla. Mar. 26, 2021); *Hay Creek Royalties, LLC v. Roan Res. LLC*, No. 19-CV-177-CVE-JFJ, Doc. 74 (N.D. Okla. Apr. 28, 2021); *Swafford v. Ovintiv*

Inc., et al., No. 21-CV-210-SPS, Doc. 33 (E.D. Okla. Nov. 3, 2021); *Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.*, No. 19-CV-514-JFH-JFJ, Doc. 62 (N.D. Okla. Dec. 3, 2021); *Joanne Harris Deitrich Tr. A v. Enerfin Res. I Ltd. P'ship, et al.*, No. 20-CV-1199-F, Doc. 65 (E.D. Okla. July 25, 2022); *Hay Creek Royalties, LLC v. Mewbourne Oil Co.*, No. 20-CV-084-KEW, Doc. 38 (W.D. Okla. July 11, 2022); *Rounds, et al. v. FourPoint Energy, LLC*, No. 20-CV-52-P, Doc. 136 (W.D. Okla. Aug. 23, 2022); *McKnight Realty Co. v. Bravo Arkoma, LLC*, No. 20-CV-428-KEW, Doc. 59 (E.D. Okla. July 18, 2022); *Dasa Invests., Inc. v. Enervest Operating, L.L.C.*, No. 18-CV-83-SPS, Doc. 117 (E.D. Okla. Mar. 23, 2020); *Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.*, No. 17-cv-336-KEW, Doc. 71 (E.D. Okla. Mar. 3, 2020); *Reirdon v. Cimarex Energy Co.*, No. 16-cv-445-SPS, Doc. 132 (E.D. Okla. Jan. 29, 2020); *Chieftain Royalty Co. v. Marathon Oil Co.,* No. CIV-17-334-SPS, Doc. 120 (E.D. Okla. Mar. 6, 2019); *Reirdon v. Cimarex Energy Co.*, No. 16-CV-113-KEW, Doc. 105 (E.D. Okla. Dec. 18, 2018); *Cecil v. BP America Production*, No. 16-CV-410-KEW, Doc. 260 (E.D. Okla. Nov. 19, 2018); *Chieftain Royalty Co. v. XTO Energy, Inc.*, No. CIV-11-29-KEW, Doc. 231 (E.D. Okla. Mar. 27, 2018); *Reirdon v. XTO Energy, Inc.*, No. 6:16-CV-00087-KEW, Doc. 124 (E.D. Okla. Jan. 29, 2018); *Chieftain Royalty Co. v. Laredo Petroleum, Inc.*, No. CIV-12-1319-D, Doc. 52 (W.D. Okla. May 13, 2015).

44. Based upon our experience, knowledge, education, study, professional qualifications, and the thrust of authority listed *supra*, we believe that the 40% contingent fee agreed to with Plaintiff is the market rate for this case and is fair and reasonable.

45. 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.

46. To analyze a class action fee request, Courts in the Tenth Circuit 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).

47. **The time and labor required**: The first consideration is not prominent in a contingent fee case such as this. *See Wake Energy*, 20-CV-183-ABJ, Doc. 84 at 4 (D. Wyo. Oct. 17, 2022) ("[I]n the Tenth Circuit, the percentage of the fund method is preferred [and] neither a lodestar nor a lodestar cross check is required."). 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.

48. **The novelty and difficulty of the questions presented by the litigation**: "Class actions are known to be complex and vigorously contested." *Id.* at 6. "The legal and factual issues litigated in this case involved complex and highly technical issues." *Id.* 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.

49. **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. *Id.* at 7 ("I find the Declarations and other undisputed evidence submitted demonstrate that this Litigation called for Class Counsel's considerable skill and experience in oil-and-gas and complex class action litigation to bring it to such a successful conclusion, requiring investigation and mastery of complex facts, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses."). The claims at issue in this case required far more than standard litigation skills, requiring Class Counsel to appreciate and identify nuanced accounting details as well as to navigate the specific nuances of Anschutz's specific accounting processes and software, including as those have developed and shifted over the period of time at issue. Because these claims require such unique experience and skillsets, very few firms even undertake such litigation.

50. **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.* ("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.").

51. **The customary fee**: As shown above, the customary fee in oil-and-gas class actions like this one is 40%. *See supra* ¶ 43. 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.

52. **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 Wake Energy*, 20-CV-183-ABJ, Doc. 84 at 8 (D. Wyo. Oct. 17, 2022) ("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.

53. **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.

54. **The amount in controversy and the results obtained**: The Parties had varying damage models, as is customary. The $10,750,000.00 in up-front cash represents the majority of principal damages calculated by Plaintiff's expert. The result obtained in a contingent fee case is by far the most important factor in determining the fee to award. *See Hensley v.*

Eckerhart, 461 U.S. 424, 436 (1983) (the "critical factor is the degree of success obtained"). To Class Counsel's knowledge, this Settlement is the second largest WRPA settlement in Wyoming history. Many oil-and-gas class actions have settled for a lower proportionate recovery of actual damages recovered here, and some oil-and-gas class actions have failed altogether. This factor supports the fee request.

55. **The experience, reputation, and ability of the attorney**: We have extensive experience with both class actions and royalty underpayment and late payment suits, as many federal courts in the Tenth Circuit have previously found, including this Court. *See supra* ¶¶ 2–3. We believe our experience and skill have served the Class Members well, meriting an award of fees as requested. Moreover, in this case, we faced opposition from experienced counsel from a well-respected law firm regularly hired by large, sophisticated corporate defendants, including in these types of cases. This factor supports the fee request.

56. **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 Wake Energy*, 20-CV-183-ABJ, Doc. 84 at 8 (D. Wyo. Oct. 17, 2022) ("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 Litigation for two years."). This factor supports the fee request.

57. **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 Plaintiff throughout the Litigation to prosecute these claims and Plaintiff zealously represented the Settlement Classes. This factor supports the fee request.

58. **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.

59. Overall, the factors, and certainly the most important factors, support a 40% fee from the up-front cash payment of $10,750,000.00.

Litigation Expenses

60. 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 $173,728.88.

61. 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 $40,000.00 in Litigation Expenses through the conclusion of this Litigation.

Administration, Notice, and Distribution Costs

62. The court-appointed Settlement Administrator, JND, has incurred $27,075.51 in Administration, Notice, and Distribution Costs as of May 31, 2026. *See* Doc. 39-5, Keough Decl. at 5, ¶ 18. Under the Settlement Agreement, these Administration, Notice, and Distribution Costs are to be paid from the Gross Settlement Fund.

63. JND estimates that it will require an additional $72,924.49 in Administration, Notice, and Distribution Costs to complete the settlement process, for an overall total cost of $100,000.00 in Administration, Notice, and Distribution Costs. *Id.*

Case Contribution Award

64. Plaintiff was indispensable in this Litigation. *See* Doc. 39-3, Class Rep. Decl. Plaintiff 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, Plaintiff searched and collected documents from her own records and personally attended a long (12 hour) mediation session in California. When reason and common sense suggested mediating a resolution, Plaintiff assisted in the process to ensure it was fair, reasonable, fully adversarial, and non-collusive. Plaintiff has earned a Case Contribution Award, and 1–2% is common in oil-and-gas class actions. *See, e.g., Wright*, No. 22-CV-213-KHR, Doc. 44 at 10 (D. Wyo. Aug. 9, 2024) ("The request for an award of 2% is consistent with awards entered in similar cases."); *Wake Energy*, 20-CV-183-ABJ, Doc. 84 at 11 (D. Wyo. Oct. 17, 2022) ("The request is consistent or below awards entered in similar cases."); *Harris v. Chevron U.S.A., Inc., et al.*, No. 19-CV-355-SPS, Doc. 40 at 17 (E.D. Okla. Feb. 27, 2020) (The class representative's "request for an award of two percent is consistent with awards entered by Oklahoma state and federal courts, as well as federal courts across the country.").

65. Here, as set forth in the Notice, Plaintiff seeks a case contribution award of $215,000.00, which amounts to 2% of the Gross Settlement Fund. Having worked with Plaintiff throughout the Litigation, we fully support this request and believe the time and effort expended by Plaintiff merits a Case Contribution Award of this value.

Reagan E. Bradford

Ryan K. Wilson

Richard A. Erb, Jr.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING

Michele Navarro, on behalf of herself and all others similarly situated, Plaintiff, v. Anschutz Exploration Corporation, Defendant.	Case No. 25-CV-93-ABJ

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 April 16, 2026.

CLASS MEMBER DATA

4. On April 8, 2026, JND received a spreadsheet containing a total of 1,760 line items representing the names, mailing addresses, and other identifying information for potential Class Members. JND promptly loaded the 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 77 records. Of the 1,760 potential Class Member records, a mailing address could not be located for 50 records, leaving a total of 1,710 unique potential Class Members with a mailing address ("Initial Class Mailing List").

NOTICE MAILING

6. On April 30, 2026, JND caused the mailed Notice of Settlement to be sent via USPS first-class mail to the 1,710 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-

[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.

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 124 notices that have been returned to JND as undeliverable at the address provided. JND re-mailed one (1) notice to a forwarding address provided by USPS. For the remaining undeliverable notices, JND conducted advanced address research through TransUnion's TLO service, which located updated addresses for 25 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, six (6) 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 Casper Star-Tribune* and *Gillette News Record* on May 5, 2026, and in *The Wyoming-Tribune Eagle* on May 6, 2026. Digital copies of the Notice of Settlement as seen in these publications are attached hereto as **Exhibit B**.

SETTLEMENT WEBSITE

10. On April 30, 2026, JND established a dedicated website (www.navarro-anschutz.com), which hosts copies of important case documents, including the First Amended Class Action Complaint, the Settlement Agreement, the Preliminary Approval Order, and the Notice of Settlement, and provides answers to frequently asked questions, as well as

contact information for the Settlement Administrator. A copy of the Long Form Notice available on the website is attached hereto as **Exhibit C**.

11. As of the date of this Declaration, the website has tracked 1,792 unique users with 2,015 pageviews. JND will continue to update and maintain the website throughout the administration process and final approval process.

TOLL-FREE INFORMATION LINE

12. On April 30, 2026, JND established a case-specific toll-free telephone number (1-833-216-4459) 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 31 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 July 9, 2026.

15. As of the date of this Declaration, JND has received one (1) Request for Exclusion. 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 July 9, 2026.

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

SETTLEMENT ADMINISTRATION COSTS

18. As of May 31, 2026, JND had incurred $27,075.51 in administration fees and costs. JND estimates the total cost of bringing the administration of the Settlement to completion to be $100,000.00.

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

Executed on June 25, 2026, at Seattle, Washington.

BY: Jennifer M. Keough

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 Anschutz Exploration Corp. for Production from an Oil and Gas Well in Wyoming, You Could Be a Part of a Proposed Class Action Settlement

Who Is Included? You are a member of the Settlement Classes if you received a Late Payment from Defendant of Wyoming oil and gas proceeds from February 22, 2017, through October 28, 2025, or your Check Stub from Defendant failed to include information as provided in W.S. § 30-5-305, from February 22, 2017, through February 28, 2026. A "Late Payment" means payment or escrow by Defendant after the statutory periods identified in W.S. § 30-5-301. "Check Stub" means a check stub or an attachment to the form of payment, which required the royalty information provided in W.S. § 30-5-305(b). "Defendant" means Anschutz Exploration Corporation. There are exclusions.

Navarro-Anschutz Settlement
c/o JND Legal Administration
PO Box 91307
Seattle, WA 98111

There is a proposed Settlement in a putative class action lawsuit filed against Anschutz Exploration Corporation ("Defendant") called *Navarro v. Anschutz Exploration Corp.*, No. 25-CV-93-ABJ, in the U.S. District Court for the District of Wyoming. The Lawsuit claims Defendant failed to pay statutory interest on certain Wyoming oil-and-gas proceeds paid or escrowed outside the time periods of the Wyoming Royalty Payment Act ("WRPA"), and that Defendant failed to provide information required under the WRPA on its Check Stubs. Plaintiff has asserted claims for breach of the WRPA . Defendant denies all liability.

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

What does the settlement provide? The proposed Settlement provides total monetary benefits of $10,750,000 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. Plaintiff will seek a 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 Classes and receive the benefits of the proposed Settlement. If you stay in the Settlement Classes, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by **July 9, 2026**. If you stay in the Settlement Classes, 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, Anschutz Oil Company, LLC, Anschutz Resource Corporation, 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 **July 9, 2026**, 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 **July 30, 2026,** at 9:30 a.m. MT in Courtroom 2 (Room No. 2116) at the United States District Court for the District of Wyoming, 2120 Capitol Avenue, Cheyenne, Wyoming 82001. 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.NAVARRO-ANSCHUTZ.COM OR CALL TOLL-FREE 1-833-216-4459.

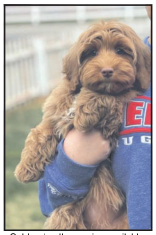
Exhibit B

Casper Star-Tribune

SCAN THE QR CODE TO PLACE AN AD

MARKETPLACE

TO PLACE AN AD - SELF-SERVE: https://trib.com/place_an_ad/ Call: 307-266-0555
LEGALS AND PUBLIC NOTICE: cas-legals@trib.com Call: 307-266-0554
OBITUARIES: obits@trib.com Call: 307-266-0545
CLASSIFIEDS: classified@trib.com Call: 307-266-0555
SHOP LOCAL / BUSINESS DIRECTORY: https://trib.com/places/



Goldendoodle puppies available. Up to date on vaccinations, raised in home with family one male and one female available. please text or call 406-425-8602 $500

Rottweiler Puppies for sale, born march 5th available last of April. 1 male for $1200 and 5 females for $1400 still available. Located at worland Wyoming with delivery an possibility, call (307)921-9324 for more information

Auctions

Natrona County School District Surplus Auction
Online Only @ PublicSurplus.com
auction opens May 11th @ 10 AM- Starts closing May 17th @ 7 PM.
Vehicles, riding mowers, wood /metal working power tools, tables, chairs, office chairs, metal cabinets, audio equipment, school supplies

Wanted to buy & trade

WANTED JUNK AUTOS
Crushco 265-0020

LEGAL NOTICE

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

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All non-excluded persons or entities owning interests in Wyoming oil and gas wells who:

(1) received Late Payments from AEC during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by AEC during the Claim Period; and

(2) such Late Payments did not include 18% interest.

A "Late Payment" for purposes of this Class 1 definition means payment or escrow by AEC after the statutory periods identified in W.S. § 30-5-301.

Class 2

All non-excluded persons or entities owning royalty, overriding royalty, or other non-working interests in Wyoming oil and gas wells who:

(1) received a Check Stub from AEC during the Claim Period for proceeds of Wyoming oil and gas production; and

(2) the Check Stub failed to include information as provided in W.S. § 30-5-305.

A "Check Stub" for purposes of this Class 2 definition means a check stub or an attachment to the form of payment, which required the royalty information provided in W.S. § 30-5-305(b).

Excluded from the Settlement Classes are: (1) AEC, its affiliates, predecessors, and employees, officers, and directors, including any entities owned by any of them; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (5) Grey Bull Royalty Company LLC, Nortex Corporation, Mule Meadow Resources LLC, Torpit LLC, Joseph Robert DeDominic, Box Creek Mineral Limited, Arapahoe Resources LLC, Kalstrom Energy Partners LLC, and their affiliates.

The Claim Period means Late Payments for Class 1 dated between and including February 22, 2017, through October 28, 2025, and for Check Stubs for Class 2 dated between and including February 22, 2017, through February 28, 2026, 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 and failure to provide the information required on Check Stubs under Wyoming 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 Anschutz Exploration Corporation.

On April 16, 2026, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Ten Million Seven Hundred Fifty Thousand Dollars ($10,750,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Plaintiff's Counsel shall, subject to Court approval, allocate the Gross Settlement Fund initially with $9,500,000.00 to Class 1 and $1,250,000.00 to Class 2, subject to the proportionate reductions identified in paragraph 1.20 of the Settlement Agreement to arrive at the Net Settlement Fund. 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 Anschutz Exploration Corporation, Anschutz Oil Company, LLC, Anschutz Resource Corporation, 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 Rick Erb of Richard A. Erb, Jr., PC 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 Classes, 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 Classes, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Class Counsel and Defendant's Counsel **no later than July 9, 2026, at 5 p.m. MT.**
- **Exclude Yourself from the Settlement Classes:** To exclude yourself from the Settlement Classes, 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 July 9, 2026, at 5 p.m. MT.** You cannot exclude yourself on the website, by telephone, by facsimile, or by email.

The Court will hold a Final Fairness Hearing on July 30, 2026, at 9:30 a.m. MT in Courtroom 2 (Room 2116) at the United States District Court for the District of Wyoming (in Cheyenne, Wyoming). At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including the Case Contribution Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.navarro-anschutz.com to confirm no change to the date and time of the Hearing has been made.

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

Visit: www.navarro-anschutz.com

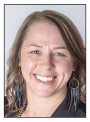
Call Toll-Free: 1-833-216-4459
Or write to:
Navarro v. Anschutz Settlement
c/o JND Legal Administration,
Settlement Administrator
P.O. Box 91307
Seattle, WA 98111

www.navarro-anschutz.com 1-833-216-4459

County's chief appraiser running for Assessor

By JONATHAN GALLARDO
NEWS RECORD WRITER
jgallardo@gillettenewsrecord.net

Erin Slattery, the chief appraiser in the Campbell County Assessor's office, is running for the top spot in that office.



ERIN SLATTERY

Slattery has 19 years of experience in the assessor's office. A graduate of Campbell County High School, she's lived in Campbell County for more than 40 years and said that she is focused on being fair, consistent and trustworthy.

"I plan to continue serving the people while helping keep our community strong through fair and accurate valuations, using the education and knowledge I have gained as a Certified Appraiser with the State of Wyoming," she said in a press release.

Campbell County Assessor Troy Clements, who has served in that position since 2007, is not running for re-election. When he was last elected in 2022, he said he planned on this being his last term.

Slattery said she knows "what it takes to keep this office on track," from handling deadlines to the daily responsibilities.

"I will continue making sure assessments are handled fairly and consistently across the board," she said. "I'm committed to keeping the office steady and making sure everything continues to move forward without interruption."

Property owners deserve the same attention and consistency, whether they own a home, business or ranch, and Slattery said she's "ready to step into this role and lead the office with the same accountability and steady approach I've built my career on."

Slattery is a board member of the Harris user group and also is a member of the International Association of Assessing Officers. She is a recent graduate of the Gillette Area Leadership Institute.

She lives on her family's fifth-generation ranch with her husband Dave, who is a coal miner in Campbell County.

"I care deeply about Campbell County — its people, its land, and its future. I want to make sure the Assessor's Office continues to be approachable and reliable," she said.

Joint Appropriations Committee debates government's role in economic growth

By CARRIE HADERLIE
WYOMING TRIBUNE EAGLE
via Wyoming News Exchange

CHEYENNE — On Friday, state lawmakers discussed whether the government's role in economic development should focus primarily on water, sewer and road infrastructure, or on broader business investment.

The Joint Appropriations Committee spent much of the day Thursday and Friday discussing two programs: a no longer used County-wide Consensus program and the Wyoming Business Council's current Business Ready Community Grant and Loan Program.

Both support economic development in a way, but the CWC program was targeted specifically toward addressing infrastructure needs, while the BRC program allows eligible infrastructure, as well as "amenities within a business park, industrial park, industrial site or business district; landscaping, recreation, and educational facilities; and other physical projects in support of primary economic and educational development."

Funding under both programs is — or was — subject to final approval by the State Loan and Investment Board, a body of Wyoming's top five elected officials chaired by the governor.

"There seems to be a lot of support for (the CWC) program. My co-chair and I believe that there's probably not enough support for funding two different programs that accomplish the same thing," Rep. John Bear, R-Gillette, said Thursday.

During the 2026 budget session, the House approved an amendment brought by Rep. Chip Neiman, R-Hulett, to move BRC funding, totaling around $54.9 million, away from the Business Council in order to reinstate the CWC program in the budget bill. That amendment passed, but was line-item vetoed by Gov. Mark Gordon.

The CWC was administered by the Office of State Lands and Investments for about 10 years, but ended in 2016 with an average annual appropriation of around $73 million per biennium for the entire state. In the past, CWC funding was allocated as grant funding by the state to cities, towns, counties, special districts and joint powers boards to construct, replace or improve a fixed asset or public service facility, for major building and facility repair and replacement, and for routine maintenance and repair that does not constitute a capital project. The 2026 budget amendment would have expanded the allowable uses to include capital construction.

Lawmakers have had several discussions over the last several months contrasting the CWC program with BRC funding, which some argue gives the Business Council and executive branch too much leeway on decisions about funding outside of infrastructure needs.

"The Legislature has certain ideas about what we'd like this money to be spent on, versus sometimes what the executive takes liberty with," Bear said Friday.

In February, Neiman said the BRC process also pitted local communities against each other.

In 2014, the county consensus grant program required that 70% of the incorporated population in a county agree on expenditures before making a funding proposal to SLIB. That meant that in Laramie County, the city of Cheyenne and the Laramie County commissioners could have agreed to projects without the consent of smaller towns like Pine Bluffs, Burns or Albin.

The 2026 budget amendment proposed during the session would have changed that to a required 50% municipality agreement. In Carbon County, where the JAC met Friday, Don Richards, budget/fiscal administrator for the Legislative Service Office, said that would mean a majority of smaller towns like Saratoga, Dixon, Encampment, Riverside and others could overrule a bigger municipality like Rawlins.

Wyoming Business Council CEO Josh Dorrell argued on Thursday that both programs are necessary, saying that economic development in Wyoming is a complicated issue.

"It is not one or the other. It is both," Dorrell said. "The Business Ready Community Grant program is primarily focused on economic growth, on, what are the barriers to growth in our communities? What are the opportunities that we see as well?"

The CWC program was focused on infrastructure and maintaining what a community has to ensure it remains business ready.

"There is another element, and that is funding for growth," Dorrell said. "I would say that (both funds) are really important. The Wyoming Business Council is about economic growth. It is not about keeping what we have the same. It is about removing barriers to growth.

"So how do we take advantage of both those programs to get to where we need to go? The distinction is what we have today versus how we want to grow in the future," Dorrell said.

During public comment Thursday, Torrington City Council member Shane Viktorin, who clarified that he was speaking as a private citizen, said the BRC grant program is operating outside the limits intended by the Legislature.

"The Business Ready Community program is no longer an infrastructure program," Viktorin said. "Rather, it has evolved into a mechanism that can be … used to direct substantial public funds that are closely tied to specific private interests with limited statutory constraints and limited legislative oversight."

That, he said, is not a minor policy concern, but a structural issue within state statute.

However, Sen. Mike Gierau, D-Jackson, said that from his county's point of view, the CWC program is not the better choice of the two. But he acknowledged that for some counties, it does work.

"Maybe a combinational approach might be something where one program helps smaller counties, one program helps bigger counties … instead of trying to shoehorn one (program) to fit everybody," Gierau said.

Jerimiah Rieman, executive director of the Wyoming County Commissioners Association, said his organization will work on a formal proposal for the JAC to address how economic development funding should be allocated. He said the proposal would consider allowing funding for major maintenance, so the lifespan of existing infrastructure can be extended.

"By having that investment, you are taking facilities that had a 25-50 years out to 75 years and beyond," Rieman said. "It is a pretty small investment year over year that reaps great rewards."

Ensuring that 50% of municipalities agree on project funding would also be key, he said.

In Natrona County, the city of Casper makes up 74% of the county's population, Riemann said, but that change would mean one municipality in the county could not overrule the other six. He also said the WCCA would be cognizant of lawmakers' desire to help hardship communities, while also striving for a "singular approach" to allocating funding.

The Joint Minerals, Business and Economic Development Committee is also examining the Business Council and its grant programs during the interim, and requested a bill draft early this week to bring back the CWC, according to Richards. As the interim continues, the Joint Minerals and Appropriations committees will continue to work separately, with the intention of coming together in several months, on WBC reform.

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SAS Legal Group LLC, public defender, $255.00; Schindler Elevator Corporation, maintenance, $1,410.49; Scholl Industries, supplies, parts, $1,363.53; Servpro of Cheyenne, installation, $61.12; Noonan, Shane, reimbursement, $102.00; Shred Monster LLC, extra services, shredding, $150.00; Naranjo, Sienna R, professional services, $30.00; Signal 88 LLC, professional services, $3,420.00; Skaggs Companies Inc, uniforms, $360.00; Smart Sports Training Center, payroll, $20.00; Spectrum Forensics LLC, testing, $1,900.00; Stanley Access Technologies LLC, maintenance, $3,861.32;Stantec Consulting Services Inc, professional services, $5,063.00 Staples Consulting Services Inc, supplies, $700.49; Steadman Hill Consulting Inc, web services, $369.28; Steil Surveying Services LLC, professional services, $5,000.00; Dawson, Steven Dennis, consultation services, $1,536.00; Palmer, Sue, consignment, $75.00; Bellis, Steven L, refund, $35.35; Trowbridge, Steven, reimbursement, $283.00; Summit Fire & Security LLC, inspections, $124.25; Summit Traffic Solutions LLC, small equipment, $17,790.00; Super Signs, decals, $713.00; James, Susan D, professional services, $150.00; Target Specialty Products, mosquito dunks, $4,284.20; Tastee Teas & treats, concessions, $1,008.00; Bullock, Taylen, refund, $80.00; TDSI- The Design Studio Inc, renovations, $23,680.01; Technologent, small equipment, $5,979.71; Telstar Communications Inc, rental, communications, $450.00; Terminix of Wyoming, professional services, $214.00; Terracon Consultants Inc, maintenance, $12,071.12; The Hartford Group Benefits, payroll, $11,496.11; The Lincoln National Life Insurance Company, payroll, $5,507.21; The Lock Shop of Cheyenne, professional services, supplies, $2,063.40; Thomas Reuters West, subscription, professional services, $5,134.08; Tiger Tree Inc, tree removal, $10,234.75; T-Mobile USA Inc, emergency services, $403.20; Toilets On The Go LLC, rental, $525.00; Toni Decklever Inc, CPR cards, $220.00; TPT Trails LLC, professional services, $19,449.50; Traffic safety Store, small equipment, $1,353.13; Transwest Truck Trailer RV, parts, $256.00; Trifecta Networks LLC, equipment, $6,139.01; Trihydro Corporation, professional services, $12,120.50; Triple J Jumping, rental, $2,855.00; Trophy Creative, supplies, programming, $158.10; Uline, furniture, supplies, $8,067.90; Ulteig Operations LLC, signal timing improvement, $57,197.50; United Rentals (North America) Inc, parts, $844.58; United way of Laramie County, payroll, $137.00; US Bank Card Member Services, supplies, $67,097.54; Van Diest Supply Company, supplies, $20,103.65; Verizon Wireless, monthly invoice, $8,756.14; Vintage Rail Restorations LLC, restoration, $131,480.00; Bartlett, Virginia, FGP volunteer, $677.63; Vision Service Plan, payroll, $7,681.33; Visionary Broadband, payroll, $198.72; Welding and Machine Inc, parts, maintenance, $2,970.08; White Cap L.P., supplies, $56.68; Gonzales, William A, reimbursement, $69.00; William H Smith & Associates, $project design, $1,740.00; WM Recycle America, recycling, $16,608.96; Workman Fencing, supplies, $27,422.74; Work Partners, professional services, $1,440.00; World Resources Institute, finance grant, $6,704.87; WY Department of Revenue, sales tax, $10,326.06; Wy Dept of Transportation, professional services, $72.82; Wy State Deferred Compensation, payroll, $112,848.33; Wy State Firemen, payroll, $235,546.02; Wyocrafts, supplies, $225.00; Wyoming Armored Service Cargo & Courier Inc, professional services, $526.81; Wyoming Bearing & Supply, supplies, parts, $1,812.51; Wyoming Department of Agriculture, subscription, $25.00; Wyoming Machinery Company, parts, maintenance, $1,248.96; Wyoming Retirement System, payroll, $534,985.34; Wyoming Tribune Eagle, advertising, $453.31; Xerox Business Solutions Southwest, ad, $52.03; Xerox Corp, copier charges, $72.32; Xesi Document Solutions, copier expenses, $1,098.87; Sage, Zachary, reimbursement, $310.00. (Additional voucher information available on the city website (www.cheyennecity.org, City Council Agenda Backup Documentation). No comments were made on the Voucher Report as presented.

No comments were made on the Revenue Report as presented.

Announcement was made of a Public Hearing to be held May 11, 2026 at 6:00 p.m. in City Council Chambers, 2101 O'Neil Avenue, Cheyenne, WY, and via electronic conference meeting, for a microbrewery permit application filed with the City Clerk's Office for Jagerhund Brewing, LLC d/b/a Jagerhund Brewing, 3521 E. Lincolnway, Cheyenne, WY.

Public comments were made by the following under Other Business: Jim Chiro, Alan Sheldon and Charles Miller.

During comments made by Mr. Miller, Mayor Collins ruled him out of order, stating his remarks were not accurate in relation to previous agenda items.

The following members of the governing body made comments under Other Business: Dr. Aldrich, Mayor Collins, Dr. Emmons, Dr. Rinne, Mr. Segrave, Mr. White and Mr. Wolfe.

There being no further business to come before the governing body, the meeting was officially adjourned at 10:06 p.m.

/s/ Kylie Soden, City Clerk

This notice is available in alternative, accessible formats upon request.

Published: Wyoming Tribune-Eagle

May 6, 2026

Page 2 of 2

LEGAL NOTICE

If You Have Received a Payment from Anschutz Exploration Corp. for Production from an Oil and Gas Well in Wyoming, You Could Be a Part of a Proposed Class Action Settlement

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

Class 1

All non-excluded persons or entities owning interests in Wyoming oil and gas wells who:

(1) received Late Payments from AEC during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by AEC during the Claim Period; and

(2) such Late Payments did not include 18% interest.

A "Late Payment" for purposes of this Class 1 definition means payment or escrow by AEC after the statutory periods identified in W.S. § 30-5-301.

Class 2

All non-excluded persons or entities owning royalty, overriding royalty, or other non-working interests in Wyoming oil and gas wells who:

(1) received a Check Stub from AEC during the Claim Period for proceeds of Wyoming oil and gas production; and

(2) the Check Stub failed to include information as provided in W.S. § 30-5-305.

A "Check Stub" for purposes of this Class 2 definition means a check stub or an attachment to the form of payment, which required the royalty information provided in W.S. § 30-5-305(b).

Excluded from the Settlement Classes are: (1) AEC, its affiliates, predecessors, and employees, officers, and directors, including any entities owned by any of them; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (5) Grey Bull Royalty Company LLC, Nortex Corporation, Mule Meadow Resources LLC, Torpit LLC, Joseph Robert DeDominic, Box Creek Mineral Limited, Arapahoe Resources LLC, Kalstrom Energy Partners LLC, and their affiliates.

The Claim Period means Late Payments for Class 1 dated between and including February 22, 2017, through October 28, 2025, and for Check Stubs for Class 2 dated between and including February 22, 2017, through February 28, 2026, 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 and failure to provide the information required on Check Stubs under Wyoming 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 Anschutz Exploration Corporation.

On April 16, 2026, the Court preliminarily approved a Settlement in which Defendant has agreed to pay Ten Million Seven Hundred Fifty Thousand Dollars ($10,750,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Plaintiff's Counsel shall, subject to Court approval, allocate the Gross Settlement Fund initially with $9,500,000.00 to Class 1 and $1,250,000.00 to Class 2, subject to the proportionate reductions identified in paragraph 1.20 of the Settlement Agreement to arrive at the Net Settlement Fund. 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 Anschutz Exploration Corporation, Anschutz Oil Company, LLC, Anschutz Resource Corporation, 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 Rick Erb of Richard A. Erb, Jr., PC 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 Classes, 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 Classes, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Class Counsel and Defendant's Counsel **no later than July 9, 2026, at 5 p.m. MT.**
- **Exclude Yourself from the Settlement Classes:** To exclude yourself from the Settlement Classes, 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 July 9, 2026, at 5 p.m. MT.** You cannot exclude yourself on the website, by telephone, by facsimile, or by email.

The Court will hold a Final Fairness Hearing on July 30, 2026, at 9:30 a.m. MT in Courtroom 2 (Room 2116) at the United States District Court for the District of Wyoming (in Cheyenne, Wyoming). At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including the Case Contribution Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.navarro-anschutz.com to confirm no change to the date and time of the Hearing has been made.

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

Visit: www.navarro-anschutz.com

Call Toll-Free: 1-833-216-4459

Or write to:

Navarro v. Anschutz Settlement
c/o JND Legal Administration,
Settlement Administrator
P.O. Box 91307
Seattle, WA 98111

www.navarro-anschutz.com 1-833-216-4459

Legals

NOTICE OF PUBLIC HEARING
LARAMIE COUNTY CONSERVATION DISTRICT

The Laramie County Conservation District hereby serves notice of a public hearing to amend their operating budget for fiscal year 2025-26. The hearing will be held at the Conservation District office located at 1923 Whitney Road, Cheyenne, Wyoming, **Thursday, May 14, 2026, at 6:00 p.m**
May 6, 2026
NO. 740475

Legals

FORECLOSURE SALE NOTICE
(For Publication)

WHEREAS NOTICE IS HERBY GIVEN that a default in the payment under the terms of a secured and perfected Note has occurred. The Note is secured by a Mortgage dated April 30, 2024 and recorded on April 30, 2024 at REC # 873284 Book 2877, Page 2130 in the records of Laramie County, Wyoming from Jeffery F Byram and Holly N. Byram, to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Fairway Independent Mortgage Corporation for the amount of $337,095.00. The Mortgage having been assigned to and now in possession of Lakeview Loan Servicing, LLC, through an assignment recorded on February 4, 2026 at REC# 907588 Book 2945, Page 880 in the records of Laramie County, Wyoming.
WHEREAS the Mortgage contains a power of sale, which by reason of the default that has occurred, the Mortgagee has declared to become operative, and no suit or proceeding has been instituted to recover the debt secured by the Mortgage, or any part thereof, nor has any suit or proceeding instituted and the same discontinued and:
WHEREAS written Notice of Intent to Foreclose by Sale and Advertisement has been served upon the record owner and party in possession of the mortgaged premises at least ten (10) days prior to commencement of the publication, and the estimated amount due upon the Mortgage at the date of first publication of this notice of sale being the total sum of $345,119.81 which consists of the unpaid principal balance of $331,414.87, plus interest accrued to the date of this first publication of this notice, attorney fees, costs expected, accruing interest and late charges after the date of first publication of this notice.
WHEREAS this property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.
NOW, THEREFORE Lakeview Loan Servicing, LLC as Mortgagee, will have the Mortgage foreclosed as by law provided by having the mortgaged property sold at public venue by the Sheriff or Deputy Sheriff in and for Laramie County, Wyoming to the highest bidder for cash on May 25, 2026 at 10:00 AM at the front door of the Laramie County Courthouse located at Laramie County Complex, 309 W. 20th Street, Cheyenne, Wyoming 82003-0787. For application on the above described amounts secured by the Mortgage, said mortgaged property being described as follows, to wit:
LOT 10, BLOCK 2, GRANDVIEW ESTATES, FIRST FILING, ACCORDING TO THE OFFICIAL PLAT FILED FOR RECORD ON DECEMBER 1, 1960 IN PLAT CABINET 2, SLOT 365, RECORDS OF LARAMIE COUNTY, WYOMING.
With an address of **4012 E 13Th St, Cheyenne, Wyoming 82001-6603.** Together with all improvements thereon situated and all fixtures and appurtenances, thereto.
Lakeview Loan Servicing, LLC
Scott D. Toebben,
Wyoming State Bar No. 7-5690
Aricyn J. Dall,
Wyoming State Bar No: 7-6499
Randall S. Miller & Associates,
P.C. - CO
216 16th Street, Suite 1210
Denver, CO 80202
Phone: 720-259-6710
wyoming@rsmalaw.com
April 29, 2026
May 6, 13, 20, 2026
NO. 735614

Legals

FORECLOSURE SALE NOTICE

WHEREAS, default in the payment of principal and interest has occurred under the terms of a promissory note ("Note") and real estate mortgage ("Mortgage").
The Mortgage dated April 24, 2006, was executed and delivered by Florence Martinez, An Unmarried Person ("Mortgagor(s)") to First Interstate Bank, as security for the Note of the same date, and said Mortgage was recorded on May 2, 2006, at Reception No. 445882 in Book 1945 at Page 1337 in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Laramie County, State of Wyoming; and WHEREAS, the Mortgage contains a power of sale which by reason of said default, the Mortgagee declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued;
and
WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage on the date of first publication of this notice of sale being the total sum of $48,930.95 which sum consists of the unpaid principal balance of $41,130.22 plus interest accrued to the date of the first publication of this notice in the amount of $1,519.19, plus other costs in the amount of $5,712.64, plus attorneys' fees, costs expended, and accruing interest and late charges after the date of first publication of this notice of sale;
WHEREAS, The property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale. Any prospective purchaser should research the status of title before submitting a bid;
NOW, THEREFORE First Interstate Bank, as the Mortgagee, will have the Mortgage foreclosed as by law provided by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Laramie County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on MAY 18, 2026, at the front door of the Laramie County Courthouse located at 309 W. 20th Street, Cheyenne, WY, Laramie County, for application on the above-described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit:
LOT 2, BLOCK 9, AS SHOWN ON THE RECORD PLAT ENTITLED "PARK ESTATES, SECOND FILING" AND RECORDED ON FEBRUARY 10,1978, IN PLAT CABINET 4, SLOT 272, RECORDS OF LARAMIE COUNTY, WYOMING AKA LOT 2, BLOCK 9, PARK ESTATES SECOND FILING, ACCORDING TO THE OFFICIAL PLAT FILED FOR RECORD ON FEBRUARY 10, 1978 IN PLAT CABINET 4, SLOT 272, RECORDS OF LARAMIE COUNTY, WYOMING.
with an address of **4003 Everton Dr, Cheyenne, WY 82001.**
Together with all improvements thereon situate and all fixtures and appurtenances thereto.
By: IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119
Publish: April 22, 29, 2026 and
May 6, 13, 2026
NO. 735317

POSTPONEMENT OF FORECLOSURE SALE NOTICE

Default in the payment of principal and interest has occurred under the terms of a Promissory Note (the "Note") dated July 25, 2018, executed and delivered by Michael W. Henry ("Mortgagor") to Quicken Loans Inc., and a real estate Mortgage (the "Mortgage") of the same date securing the Note, which Mortgage was executed and delivered by said Mortgagor, to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Quicken Loans Inc., its successors and assigns, and which Mortgage was recorded on July 31, 2018, at Reception No. 736316, in Book 2592, at Page 1656, and corrected by Correction Affidavit recorded on January 28, 2026, at Reception No. 907155, in Book 2944, at Page 2300 in the public records in the office of the County Clerk and ex-officio Register of Deeds in and for Laramie County, Wyoming.
The Mortgage was assigned for value as follows:
Assignee: Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc.
Assignment dated:
December 8, 2025
Assignment recorded:
December 10, 2025
Assignment recording information: at Reception No. 904718, in Book 2941, at Page 636
All in the records of the County Clerk and ex-officio Register of Deeds in and for Laramie County, Wyoming.
The Mortgage contains a power of sale which, by reason of said default, the Mortgagee declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued.
Written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage as of March 2, 2026 being the total sum of $154,397.08, plus interest, costs expended, late charges, and attorney fees accruing thereafter through the date of sale.
WHEREAS, the property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale. Any prospective purchaser should research the status of title before submitting a bid. Prospective purchasers must tender proof of funds at the time of sale.
If the foreclosure sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of his/her/its money paid. The Purchaser shall have no further recourse against the Mortgagee, Mortgagor, Servicer, or their attorneys.
NOW, THEREFORE, Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc., as Mortgagee, was scheduled to have the Mortgage foreclosed by law by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Laramie County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on April 13, 2026 at the Laramie County Courthouse located at 309 W. 20th Street, Cheyenne, WY 82001, for application to the above-described amounts secured by the Mortgage, said mortgaged property being described as follows:
LOT 5, BLOCK 2, AS SHOWN ON THE RECORD PLAT ENTITLED "PLEASANT VALLEY ADDITION" AND RECORDED ON JULY 6, 1938, IN PLAT CABINET 1, SLOT 129, RECORDS OF LARAMIE COUNTY, WYOMING.
More Correctly Described as:
LOT 5, BLOCK 2, AS SHOWN ON THE RECORD PLAT ENTITLED "PLEASANT VALLEY ADDITION" AND RECORDED ON JULY 6, 1939, IN PLAT CABINET 1, SLOT 129, RECORDS OF LARAMIE COUNTY, WYOMING.
With an address of **1907 E Pershing Blvd, Cheyenne, WY 82001** (the undersigned disclaims liability for any error in the address).
Together with all improvements thereon situate and all fixtures and appurtenances thereto.
NOW, THEREFORE, Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc., as Mortgagee, has postponed the sale scheduled for April 13, 2026, and will now have the Mortgage foreclosed by law by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Laramie County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on May 18, 2026 at the Laramie County Courthouse located at 309 W. 20th Street, Cheyenne, WY 82001, for application to the above-described amounts secured

LEGALS

Legals

FORECLOSURE SALE NOTICE

WHEREAS NOTICE IS HERBY GIVEN that a default in the payment under the terms of a secured and perfected Note has occurred. The Note is secured by a Mortgage dated August 4, 2023 and recorded on August 4, 2023 at REC # 860279 Book 2845, Page 86 in the records of Laramie County, Wyoming from Kaden Gerrard and Jamie Gerrard, to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Fairway Independent Mortgage Corporation for the amount of $301,342.00. The Mortgage having been assigned to and now in possession of Lakeview Loan Servicing, LLC, through an assignment recorded on May 21, 2025 at REC# 893489 Book 2926, Page 2828 in the records of Laramie County, Wyoming.
WHEREAS the Mortgage contains a power of sale, which by reason of the default that has occurred, the Mortgagee has declared to become operative, and no suit or proceeding has been instituted to recover the debt secured by the Mortgage, or any part thereof, nor has any suit or proceeding instituted and the same discontinued and:
WHEREAS written Notice of Intent to Foreclose by Sale and Advertisement has been served upon the record owner and party in possession of the mortgaged premises at least ten (10) days prior to commencement of the publication, and the amount due upon the Mortgage at the date of first publication of this notice of sale being the total estimated sum of $324,415.67 which consists of the unpaid principal balance of $307,489.31, attorney fees, costs expected, accruing interest and late charges after the date of first publication of this notice.
WHEREAS this property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.
NOW, THEREFORE Lakeview Loan Servicing, LLC as Mortgagee, will have the Mortgage foreclosed as by law provided by having the mortgaged property sold at public venue by the Sheriff or Deputy Sheriff in and for Laramie County, Wyoming to the highest bidder for cash on May 25, 2026 at 10:00 AM at the front door of the Laramie County Courthouse located at Laramie County Complex, 309 W. 20th Street, Cheyenne, Wyoming 82003-0787. For application on the above described amounts secured by the Mortgage, said mortgaged property being described as follows, to wit:
Lot 8, Block 24, Arp Addition to the City of Cheyenne Sixth Filing, according to the official plat filed for record on September 2, 1959 in Plat Cabinet 2, Slot 329, Records of Laramie County, Wyoming.
With an address of **1241 W Jefferson Rd, Cheyenne, Wyoming 82007-2253.** Together with all improvements thereon situated and all fixtures and appurtenances, thereto.
Lakeview Loan Servicing, LLC
Scott D. Toebben,
Wyoming State Bar No. 7-5690
Aricyn J. Dall,
Wyoming State Bar No: 7-6499
Randall S. Miller & Associates,
P.C. - CO
216 16th Street, Suite 1210
Denver, CO 80202
Phone: 720-259-6710
wyoming@rsmalaw.com
Dates of Publication:
April 29, 2026 and
May 6, 13, 20, 2026
NO. 735973

Legals

NOTICE OF MEETING

Laramie County Fire Authority will hold a Proposed Budget meeting for the 2026/2027 fiscal year. The meeting will be held **May 11th, 2026** at 5800 N. College Dr. Cheyenne, WY 82009 at 7pm. The meeting is open to the public.
MAY 1 - 9, 2026
NO. 735187

Exhibit C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

Michele Navarro, on behalf of herself and all others similarly situated,	)	
Plaintiff,	)	Case No. 25-CV-93-ABJ
v.	)	
Anschutz Exploration Corporation,	)	
Defendant.	)	

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 Classes and this Settlement is approved, your legal rights will be affected.
Read this Notice carefully to see what your rights are in connection with this Settlement.[1]

Because you may be a member of the Settlement Classes in the Litigation captioned above and described below ("the Litigation"), the Court has directed this Notice to be provided for you. Defendant Anschutz Exploration Corporation's ("Defendant" or "AEC") records show you are an owner in Wyoming well(s) for which AEC remitted or escrowed 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.navarro-anschutz.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.navarro-anschutz.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

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

Class 1

All non-excluded persons or entities owning interests in Wyoming oil and gas wells who:

(1) received Late Payments from AEC during the Claim Period for proceeds of Wyoming oil or gas production, or whose proceeds for Wyoming oil or gas production were Late Payments sent to escrow by AEC during the Claim Period; and

(2) such Late Payments did not include 18% interest.

A "Late Payment" for purposes of this Class 1 definition means payment or escrow by AEC after the statutory periods identified in W.S. § 30-5-301.

Class 2

All non-excluded persons or entities owning royalty, overriding royalty, or other non-working interests in Wyoming oil and gas wells who:

(1) received a Check Stub from AEC during the Claim Period for proceeds of Wyoming oil and gas production; and

(2) the Check Stub failed to include information as provided in W.S. § 30-5-305.

A "Check Stub" for purposes of this Class 2 definition means a check stub or an attachment to the form of payment, which required the royalty information provided in W.S. § 30-5-305(b).

Excluded from the Settlement Classes are: (1) AEC, its affiliates, predecessors, and employees, officers, and directors, including any entities owned by any of them; (2) agencies, departments, or instrumentalities of the United States of America or the State of Wyoming; (3) publicly traded oil-and-gas companies and their affiliates or subsidiaries; (4) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (5) Grey Bull Royalty Company LLC, Nortex Corporation, Mule Meadow Resources LLC, Torpit LLC, Joseph Robert DeDominic, Box Creek Mineral Limited, Arapahoe Resources LLC, Kalstrom Energy Partners LLC, and their affiliates.

The Claim Period means Late Payments for Class 1 dated between and including February 22, 2017, through October 28, 2025, and for Check Stubs for Class 2 dated between and including February 22, 2017, through February 28, 2026, subject to the terms of the Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Classes, you may contact the Settlement Administrator at:

Navarro v. Anschutz Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91307
Seattle, WA 98111
Call Toll-Free: 1-833-216-4459

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

I. General Information About the Litigation

The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on allegedly Late Payments and failure to provide the information required on Check Stubs under Wyoming 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 District of Wyoming in the file for the Litigation.

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

On April 16, 2026, the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of herself and the Settlement Classes, and Defendant. This approval and this Notice are not an expression of opinion by the Court as to the merits of any of the claims or defenses asserted by any of the parties to the Litigation, or of whether the Court will ultimately approve the Settlement Agreement.

In settlement of all claims alleged in the Litigation, Defendant has agreed to pay Ten Million Seven Hundred Fifty Thousand Dollars ($10,750,000.00) in cash ("Gross Settlement Fund"). Plaintiff's Counsel shall, subject to Court approval, allocate the Gross Settlement Fund initially with $9,500,000.00 to Class 1 and $1,250,000.00 to Class 2, subject to the proportionate reductions identified in paragraph 1.20 of the Settlement Agreement, to arrive at the Net Settlement Fund. In exchange for payment of the Gross Settlement Fund and other consideration outlined in the Settlement Agreement, the Settlement Classes shall release the Released Claims (as defined in the Settlement Agreement available for review and download at www.navarro-anschutz.com) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, Case Contribution Award, and any other costs approved by the Court (the "Net Settlement Fund"), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement.

Class Counsel intends to seek an award of Plaintiff's Attorneys' Fees of not more than 40% of the Gross Settlement Fund. Co-Lead Class Counsel Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson and Additional Class Counsel Rick Erb of Richard A. Erb, Jr., PC, have been litigating this case without any payment whatsoever, advancing 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 $275,000.00. In addition, Plaintiff intends to seek a case contribution award for her representation of the Classes, which amount will not exceed 2% of the Gross Settlement Fund, to compensate Plaintiff for her time, expense, risk, and burden as serving as Class Representative.

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

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

III. <u>Class Settlement Fairness Hearing</u>

The Final Fairness Hearing will be held on July 30, 2026, beginning at 9:30 a.m., before the Honorable Alan B. Johnson, U.S. District Judge for the District of Wyoming, in Courtroom 2 (Room No. 2116), 2120 Capitol Avenue, Cheyenne, WY 82001. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and www.navarro-anschutz.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 Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs; and (e) the application for the Case Contribution Award for the Class Representative.

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

IV. <u>What Are Your Options As A Class Member?</u>

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

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

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

If you do not wish to be a member of the Settlement Classes, then you must exclude yourself from the Settlement Classes by mailing a Request for Exclusion. All Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Classes in *Navarro v. Anschutz Exploration Corp.*, and (iii) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be mailed by certified mail, return receipt requested, to the Settlement Administrator, Class Counsel, and Defendant's Counsel and received **no later than 5 p.m. MT on July 9, 2026**, as follows:

Settlement Administrator	Class Counsel	Defendant's Counsel
Navarro v. Anschutz Settlement c/o JND Legal Administration, Settlement Administrator P.O. Box 91307 Seattle, WA 98111	Reagan E. Bradford Ryan K. Wilson Bradford & Wilson PLLC 431 W. Main Street, Suite D Oklahoma City, OK 73102	Matthew J. Salzman Christopher A. Chrisman Michelle R. Seares Holland & Hart LLP 555 Seventeenth Street, Suite 3200 Denver, CO 80202

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 <u>not</u> be excluded from the Settlement Classes, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims. You must 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 Classes, but Object to the Settlement, Allocation Methodology, Plan of Allocation, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or Case Contribution Award

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for the Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendant's Counsel a written objection containing the following: (a) a heading referring to *Navarro v. Anschutz Exploration Corp.*, No. 25-CV-93-ABJ, United States District Court for the District of Wyoming; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with Defendant; (h) the objector's signature executed before a Notary Public or other officer authorized by law to administer oaths in the jurisdiction where the objector executes the signature; (i) identification of the objector's interest in wells for which Defendant remitted oil-and-gas proceeds (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Class Counsel and Defendant's Counsel, via certified mail return receipt requested, and received **no later than 5 p.m. MT on July 9, 2026**, at the addresses set forth above. Any Class Member that fails to timely file the written objection statement and provides 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 District of Wyoming
2120 Capitol Avenue, Room 2131
Cheyenne, WY 82001-3658

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

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

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

V. Availability of Filed Papers And More Information

This Notice summarizes the Settlement Agreement, which sets out all of its terms. You may obtain a copy of the Settlement Agreement with its exhibits, as well as other relevant documents, from the settlement website for free at www.navarro-anschutz.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 from 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.

____
HONORABLE ALAN B. JOHNSON
UNITED STATES DISTRICT JUDGE

Exhibit D

JND

Navarro v. Anschutz Exploration Corp.

Case No. 25-CV-00093-ABJ (D.Wyo.)

Requests for Exclusion Received

JND ID	Name	Received
NSMYT6EHNJ	AMATI ROYALTIES LLC	6/9/2026

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
4916	$36.36
6201	$109.08
8645	$18.18
9009	$127.24
9010	$84.39
9013	$29,988.04
9036	$511.04
9084	$18.18
9102	$254.57
9493	$803.01
10065	$36.36
10184	$254.57
10312	$363.56
10637	$36.36
10722	$218.19
12029	$319.98
12058	$7,556.64
12059	$146,612.56
12145	$4,367.96
12187	$454.69
12188	$5,843.91
12189	$2,721.16
12323	$764.96
12362	$9,735.43
12392	$5,545.43
12753	$254.57
12776	$100.08
13086	$776.88
14748	$298.13
16703	$18.18
17394	$18.18
17744	$45,465.08
17900	$2,042.58
19181	$2,077.21
20102	$152.69
21449	$5,873.10
21960	$1,901.97
22296	$18.18
26830	$18.18
27853	$18.18
27857	$18.18
27901	$18.18
27902	$18.18
27905	$18.18

EXHIBIT 6

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
27909	$18.18
27913	$18.18
27915	$18.18
27921	$18.18
27924	$18.18
27930	$804.08
27932	$18.18
31389	$34,283.26
31400	$18.18
36910	$18.18
46906	$565.32
46911	$18.18
46913	$18.18
52631	$18.18
52670	$18.18
52671	$18.18
53234	$251.79
54963	$18.18
55803	$72.71
55904	$18.18
55905	$18.18
58965	$636.23
60147	$18.18
60163	$18.18
60206	$18.18
60359	$18.18
60796	$18.18
62284	$18.18
62526	$18.18
63385	$18.18
63386	$759.96
63390	$18.18
63586	$18.18
63882	$890.72
65003	$18.18
65230	$18.18
65231	$18.18
65234	$18.18
65585	$18.18
65588	$18.18
66311	$18.18
66720	$18.18
67065	$18.18
67296	$1,715.31

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
67581	$18.18
67734	$18.18
67783	$18.18
69319	$18.18
70083	$18.18
70191	$10,097.35
70442	$18.18
70933	$18.18
71039	$18.18
71157	$2,733.90
74722	$18.18
74723	$18.18
74724	$2,137.58
74725	$18.18
74726	$18.18
74753	$18.18
74754	$18.18
76822	$18.18
76849	$18.18
76951	$18.18
77078	$18.18
77578	$18.18
77598	$18.18
77677	$18.18
77950	$36.36
77951	$18.18
78110	$18.18
78114	$18.18
78565	$18.18
78731	$18.18
78735	$18.18
78978	$18.18
79004	$18.18
79372	$36.36
79492	$18.18
80574	$18.18
81622	$18.18
82778	$18.18
83129	$18.18
83871	$18.18
83921	$18.18
84020	$18.18
88278	$18.18
88280	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
88442	$165.52
89934	$18.18
91271	$18.18
92647	$18.18
148783	$18.18
154417	$18.18
154418	$2,928.93
154419	$18.18
154421	$18.18
154424	$612.26
155027	$18.18
155028	$18.18
155029	$18.18
155030	$18.18
155033	$18.18
155034	$18.18
155035	$18.18
157925	$18.18
157926	$18.18
161198	$1,865.21
166697	$18.18
166762	$18.18
166765	$18.18
166766	$18.18
172161	$18.18
195696	$3,818.90
226549	$363.56
232416	$218.66
232417	$5,800.83
234276	$2,843.93
234277	$1,768.98
234278	$1,727.23
236092	$599.71
241738	$13,321.65
241844	$9,547.26
250608	$2,492.46
263284	$2,876.33
266278	$14,651.53
277482	$2,577.61
280524	$254.49
282220	$167.73
282221	$331.89
282465	$10,861.40
282570	$7,394.41

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
282573	$1,597.47
283037	$42.24
283133	$18.18
283281	$2,296.75
283282	De Minimis
283304	$11.77
283305	$8.67
283306	$130.32
283317	De Minimis
283319	De Minimis
283323	$255.19
283338	$47,469.16
283547	$5,580.20
283560	$663.34
283582	$1,177.88
283685	$1,169.41
283830	$957.40
283832	$998.21
283833	$6,883.21
283838	$3,227.04
284003	$440.44
284595	$2,509.21
284902	$5,414.37
285971	$6,438.12
286320	$1,586.82
286542	$156.15
286654	$1,581.67
286819	$2,353.90
287045	$1,490.70
288119	$957.19
288658	$11,894.13
288996	$1,913.20
289020	$930.30
289021	$122.10
289022	$116.51
289338	$184.98
289340	$218.30
289342	$1,477.54
289344	$218.30
289346	$159.68
289347	$327.86
290129	$505.66
290171	$1,523.41
290283	$3,073.91

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
290284	$1,588.72
290285	$1,588.72
290286	$1,499.36
290287	$1,051.38
290288	$1,499.37
290289	$1,537.04
290598	$199.98
291140	$5,278.14
291142	$1,499.36
291144	$1,099.58
291772	$1,653.97
291900	$15,727.92
291914	$15,322.35
293341	$1,160.23
293367	$145.42
293697	$2,771.35
293715	$7,068.88
293721	$1,049.72
294105	$2,442.01
294106	$1,500.40
294108	$1,394.73
294191	$1,479.17
294334	$11,014.12
294474	$4,071.70
294489	$18,029.80
295144	$255.11
295592	$1,516.36
295957	$1,335.78
296162	$145.42
296394	$145.42
297007	$13.97
297043	$132.03
297226	$5.86
297594	$36,527.08
297631	$203.59
297635	$219.32
297639	$167.08
297643	$72.71
297647	$182.79
297648	$227.13
297652	$222.15
297673	$121.42
297684	$163.60
297872	$166.50

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
297882	$18.18
297886	$151.64
297890	$182.79
297919	$90.89
297922	$90.89
297925	$109.07
297926	$18.18
298102	$23.67
298104	$5,173.69
298210	$957.39
298211	$957.40
298212	$957.40
298339	$129.14
298375	$7,868.52
298505	$3,155.40
298506	$2,549.74
298507	$3,359.69
298691	$4,631.03
298716	$94,951.16
298743	$2,963.37
298783	$7,860.07
298825	$8,130.19
300984	$18.18
301049	$344.11
301751	$72.71
301753	$109.07
301754	$36.36
301756	$36.36
301757	$254.49
301758	$109.07
301759	$54.53
301761	$72.71
301764	$54.53
301765	$54.53
301766	$145.42
301767	$54.53
301769	$472.63
301771	$72.71
301772	$72.71
301773	$90.89
301774	$109.07
301775	$54.53
301776	$2,570.08
301778	$72.71

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
301779	$72.71
301780	$72.71
301782	$54.53
301783	$18.18
301784	$54.53
301785	$145.42
301786	$72.71
301788	$72.71
301789	$72.71
301792	$36.36
301794	$708.94
301795	$127.24
301797	$54.53
301800	$145.42
301801	$72.71
301803	$54.53
301804	$127.24
301805	$54.53
301806	$90.89
301807	$72.71
301810	$72.71
301812	$1,031.25
301813	$36.36
301814	$36.36
301815	$636.23
301816	$72.71
301817	$218.13
301819	$36.36
301821	$72.71
301822	$90.89
301823	$199.95
301826	$54.53
301827	$218.13
301828	$236.31
301829	$90.89
301830	$54.53
301831	$109.07
301833	$181.78
301837	$1,540.92
301838	$472.63
301839	$36.36
301841	$90.89
301843	$36.36
301844	$72.71

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
301845	$36.36
301846	$236.31
301848	$127.24
301849	$54.53
301850	$72.71
301851	$72.71
301853	$54.53
301854	$272.66
301855	$345.39
301857	$72.71
301858	$72.71
301859	$381.74
301860	$54.53
301861	$36.36
302015	$12,618.93
302017	$54.53
302019	$54.53
302020	$54.53
302022	$54.53
302245	$72.71
302249	$18.18
302250	$145.42
302260	$18.18
302282	$18.18
302344	$127.24
302346	$22,119.73
302467	$18.18
302507	$4,237.31
302508	$4,367.63
302509	$4,168.70
302522	$30.17
302526	$67.88
302527	$52.80
302529	$19.12
302706	$72.71
302735	$62,394.59
303154	$6.08
303473	$260.51
303731	$143,689.40
303930	$2,721.89
304383	$9,893.23
304906	$16.06
305081	$311.45
305082	$331.36

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
305646	$3,223.84
305647	$2,400.57
305648	$205.53
305650	$1,783.16
305651	$1,222.58
305652	$664.50
305653	$680.86
305654	$2,381.77
305656	$658.84
305657	$205.30
305658	$55,634.20
305659	$680.86
305660	$680.86
305671	$33,294.91
305785	$1,137.96
305786	$2,338.81
305787	$86.41
305788	$834.54
305789	$1,093.82
305790	$980.70
306353	$1,527.99
306363	$745.54
306422	$54.53
306423	$54.53
306424	$54.53
306425	$54.53
306426	$54.53
306674	$1,591.42
306675	$1,573.03
306676	$4,741.29
306679	$2,610.60
306696	$1,344.23
306697	$1,803.82
306698	$1,816.97
306699	De Minimis
306700	$3,249.69
306703	$1,274.85
306724	$6,899.95
306725	$8.55
306726	$8.55
306728	$1,320.25
306733	$6,271.47
306794	$917.36
306795	$274.10

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
306796	$274.10
306797	$274.10
306798	$274.10
306799	$442.22
306800	$442.22
306801	$401.46
306802	$12.89
306804	$597.54
307042	$17,390.28
307045	$1,006.40
307046	$1,407.53
307047	$86.77
307048	$4,759.21
307051	$2,072.09
307052	$1,807.43
307053	$1,858.77
307055	$1,295.60
307056	$17,537.53
307058	$14,057.84
307059	$5,062.10
307060	$15,471.15
307061	$1,298.43
307062	$4,517.96
307081	$6,216.27
307082	$9,645.36
308628	$36.46
308721	$2,675.88
308722	$1,977.41
308723	$1,346.06
308724	$829.22
308725	$1,020.25
308726	$236.31
308727	$1,244.50
308728	$3,118.62
308729	$968.95
308730	$1,518.34
308731	$1,275.95
308732	$762.12
308733	$665.13
308734	$6,077.15
308735	$1,415.26
308736	$671.98
308737	$1,483.70
308739	$527.17

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
308740	$1,119.83
308741	$3,045.11
308742	$27,395.60
308743	$11.73
308744	$430.66
308745	$7,021.26
308746	$484.49
308747	$122.24
308748	$745.88
308750	$842.11
308751	$1,234.56
308752	$1,678.23
308753	$694.73
308754	$8.91
308755	$1,572.11
308756	$2,491.74
308757	$1,089.23
308758	$2,074.19
308759	$9,820.17
308760	$3,150.25
308761	$842.11
308762	$18,849.10
308763	$508.47
308764	$27,222.35
308765	$3,088.20
308766	$3,418.89
308767	$10,057.21
308768	$1,280.35
308769	$1,189.00
308771	$116.76
308772	$247.48
308774	$2,029.23
308775	$55.28
308877	$5,229.62
309223	$5,472.66
309224	$492.85
309225	$1,009.75
309226	$497.50
309227	$319.88
309228	$20,143.23
309229	$27.01
309230	$181.78
309231	$585.10
309232	$272.66

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
309233	$309.02
309234	$528.51
309235	$603.53
309236	$609.93
309237	$527.95
309238	$544.99
309239	$1,137.48
309241	$674.38
309242	$967.67
309243	$1,245.74
309244	$529.97
309245	$1,290.73
309246	$1,552.82
309247	$1,382.57
309248	$872.58
309249	$1,788.50
309250	$1,382.57
309251	$872.58
309252	$964.94
309253	$1,600.16
309254	$517.86
309255	$727.77
311431	$608.08
311432	$608.08
311433	$608.08
311434	$608.08
311435	$608.08
311451	$2,181.94
311454	$2,377.66
311455	$1,121.42
311457	$1,300.95
312464	$63,832.90
312481	$68,454.85
317288	De Minimis
317811	De Minimis
318239	$2,762.26
318240	$1,148.95
318241	$3,121.21
318242	$2,226.22
318243	$9,675.54
318244	$2,822.41
318824	De Minimis
319046	$127.24
319052	$127.24

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
319054	$140.68
319055	$140.68
319782	$4,155.71
319797	$52,880.02
320442	$719.78
320908	$72.71
320954	$4,169.13
321036	$46,958.13
323924	$6,623.10
325101	$1,593.47
325102	$1,566.71
325103	$1,553.00
325104	$1,552.65
325105	$1,885.25
325106	$1,591.97
325107	$1,596.87
325108	$553.44
325109	$1,519.19
325110	$1,537.36
325111	$1,519.19
325112	$1,464.65
325113	$1,589.08
325114	$2,163.74
325115	$1,188.14
325116	$4,120.31
325117	$1,642.86
325118	$1,755.47
325119	$1,267.56
325120	$4,537.91
325121	$1,115.77
325122	$19.94
325123	$54,245.85
325124	$5,298.63
325125	$3,754.12
325126	$3,213.19
325365	$1,323.28
325366	$1,216.20
325367	$211.44
325464	$1,096.38
325470	$145.42
325617	$1,128.53
325618	$1,014.06
325840	$1,017.69
327629	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
327633	$109.75
327634	$109.07
327635	$96.39
327636	$41.86
327637	De Minimis
327638	$9,659.19
327641	De Minimis
327642	$59.97
327643	$29.98
327644	$38.05
327645	$19.84
327646	$21.47
327647	$1,174.87
327648	$4,428.40
327649	$956.81
327650	$8,868.00
327651	$7,869.98
327652	$127.24
327653	$36.55
327654	$90.89
327655	$127.24
327656	$23.20
327657	$36.43
327658	$36.93
327659	$36.84
327660	$1,664.50
327661	$6,014.25
327662	$1,791.18
327663	$2,528.78
327664	$36.36
327665	$546.02
327671	$1,822.26
327672	De Minimis
327673	$898.02
327675	$18.18
327676	$28.99
327677	$1,593.84
327678	$3,741.78
327679	$18.18
327680	$1,288.48
327681	$37.61
327682	$109.60
327683	$36.43
327684	$24.10

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
327686	$1,565.37
327688	$24,842.94
327691	$162.57
327692	$37.30
327693	$109.35
327694	$906.66
327695	$924.69
327696	$924.69
327698	$5,334.36
327699	$638.44
327700	$18.19
327833	$616.95
328406	$109.07
328503	$2,998.58
328826	$4,215.63
329323	$1,268.13
329326	$73.63
329332	$825.07
329451	$303.03
329473	$2,548.68
329534	$961.14
329535	$9,536.93
329536	$2,111.82
329537	$1,264.25
329538	$63.04
329539	$1,063.33
329540	$2,840.17
329541	$1,236.13
329542	$1,063.33
330219	$54.79
330220	$21.90
330221	$491.67
330222	$168.42
330223	$527.48
330224	$110.11
330225	$514.45
330226	$583.91
330227	$168.42
330228	$421.26
330229	$588.65
330230	$402.49
330571	$91.51
331718	$71.53
332569	$35,144.77

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
332833	$9,756.99
333002	$1,096.00
333501	$850.32
333695	$504.83
333919	$310.00
334457	$1,257.11
334458	$40.23
334459	$1,535.15
334460	$6,526.12
334461	$2,110.50
334462	$2,110.47
334463	$2,019.60
334464	$1,319.38
334465	$3,318.15
334466	$638.20
334467	$199.95
334468	$1,384.06
334469	$1,422.00
334470	$2,110.49
334471	$10.54
334472	$1,874.12
334473	$19.62
334474	$15.47
334475	$1,027.96
334476	$6,201.68
334477	$2,213.52
334478	$591.14
334479	$2,113.07
334480	$138.45
334481	$1,272.36
334482	$1,820.46
336290	$13,063.32
336387	$6,388.23
336558	$16,849.95
336778	$1,093.46
336899	$214.34
336900	$1,781.98
336902	$513.39
336903	$1,380.07
336904	$1,406.44
336905	$1,395.08
336907	$1,399.26
336911	$5,130.93
336914	$18.29

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
336915	$4,812.33
336916	$9,140.34
336917	$24,365.46
337323	$1,413.59
337326	$54.53
337594	$2,422.57
337598	$284.74
337599	$296.57
337600	$373.55
337602	$549.60
337622	$295.82
337683	$894.96
337984	$3,921.80
337988	$1,367.26
337999	$1,538.08
338172	De Minimis
338200	$8,219.96
338201	$3,042.89
338202	$18.82
338203	$18.82
338204	$3,443.37
338205	$3,373.96
338206	$3,355.77
338207	$3,551.07
338208	$2,139.72
338209	$4,472.33
338211	$1,220.15
338212	$225.90
338359	$2,601.20
338449	$172,346.23
338770	$1,287.61
338781	$4,484.46
339430	$915.10
339431	$1,313.27
339780	$1,386.88
340019	$249.83
340020	$1,224.15
340021	$1,213.50
340022	$1,260.73
340024	$515.79
340025	$1,209.91
340026	$1,216.20
340028	$1,216.20
340029	$1,205.19

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
340030	$592.97
340506	$2,300.40
340825	$2,348.67
341226	$2,051.13
341227	$1,058.31
341228	$1,267.11
341229	$1,668.31
341230	$11,231.74
341231	$11,127.84
341232	$10,024.50
341233	$18,953.86
341234	$43,821.39
341235	$1,554.69
341236	$873.93
341237	$2,624.60
341238	$4,199.91
341241	$4,536.38
341242	$3,928.75
341244	$5,192.79
341245	$2,160.44
341246	$2,117.94
341248	$3,670.99
341250	$3,671.06
341251	$3,779.91
341252	$3,379.93
341253	$1,243.84
341255	$1,241.60
341256	$3,671.13
341257	$3,671.13
341260	$1,051.45
341261	$779.73
341262	$2,030.53
341263	$3,405.75
341264	$1,093.06
341265	$4,604.97
341459	$1,412.82
341467	$1,381.44
341734	De Minimis
341735	$344.07
341736	$194.62
341737	$194.61
341738	$132.55
341739	$103.16
342126	$15,429.26

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
342303	$229.57
342470	$1,304.22
342945	$229.57
343185	$7,379.47
343251	$30,963.95
343252	$5,037.05
343253	$17,862.80
343352	De Minimis
343353	$3,059.99
343377	$6,440.89
343400	$4,080.48
343445	$3,655.38
343529	$277.16
343584	$18.18
344002	$1,311.46
344004	$72.71
344005	$8,484.59
344241	$465.08
344242	$418.53
344251	$18.18
344252	$36.36
344253	$72.71
344254	$18.18
344255	$741.86
344256	$18.18
344257	$653.17
344259	$18.18
344260	$18.18
344262	$641.53
344263	$636.44
344264	$786.63
344266	$36.36
344267	$18.18
344268	$18.18
344269	$646.05
344270	$18.18
344271	$18.18
344273	$18.18
344274	$18.18
344276	$36.36
344278	$18.18
344280	$18.18
344281	$18.18
344282	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
344284	$18.18
344287	$18.18
344288	$18.18
344289	$18.18
344290	$18.18
344291	$427.85
344292	De Minimis
344293	$826.88
344438	$3,148.25
344439	$1,499.81
344440	$1,646.50
344441	$1,499.70
344525	$1,341.47
344526	$570.58
344673	$940.55
344706	$1,025.36
344707	$5,686.91
344728	$1,162.17
344729	$13.01
344730	$1,319.57
344731	$809.85
344732	$1,539.44
344733	$1,319.57
344734	$542.51
344735	$934.20
344736	$1,168.60
344737	$902.74
344738	$3,772.62
344739	$92.89
344740	$1,119.52
344741	$1,094.83
344742	$68.06
344743	$623.79
344744	De Minimis
344745	$800.79
344746	$1,319.57
344747	$1,099.31
344748	$951.07
344749	De Minimis
344750	$1,140.63
344751	$7,130.89
344752	$60.17
344753	$385.42
344754	$749.79

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
344755	$1,539.41
344756	$893.25
344757	$278.61
344758	$220.02
344759	$348.58
344760	$332.59
344761	$9,710.12
344762	$1,158.78
344763	$1,319.57
344764	$68.06
344765	$2,732.81
344766	$1,168.61
344767	De Minimis
344768	$84.37
344769	$934.20
344770	$783.88
344771	$1,319.56
344772	$1,445.81
344773	$838.79
344774	$791.23
344775	$1,558.31
344776	$16.26
344778	$19.35
344779	$203.97
344780	$618.91
344781	$242.25
344782	$1,125.64
344783	$221.08
344784	$838.79
344785	$1,378.65
344786	$3,713.05
344787	$1,099.31
344788	$152.67
344789	$152.67
344790	$1,168.60
344791	$220.02
344792	$1,319.55
344793	$6,069.55
344794	$783.88
345213	$18.18
345249	$1,434.74
345252	$1,134.51
345346	$852.39
345348	$1,191.40

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
345350	$41,050.27
345352	$2,035.12
345355	$2,528.24
345405	$1,487.24
345511	$953.85
345512	$1,552.92
345513	$1,100.13
345514	$470.71
345564	$997.87
345576	$999.34
345584	$1,751.51
345614	$27,222.80
345615	$710.91
345617	$923.35
345618	$1,955.61
345630	$997.72
345650	$1,242.76
345651	$900.58
345652	$900.58
345786	$345.41
345986	$1,138.31
345988	$1,605.09
345993	$950.95
346343	$241,677.96
346346	$6,853.55
346348	$318.93
346729	$990.11
346730	$1,019.35
346731	$1,220.78
346732	$309.03
346750	$36.36
347076	$3,927.38
347321	$2,579.06
347332	$4,082.08
347333	$3,519.08
347334	$3,604.97
347449	$1,078.01
347455	$3,835.40
347566	$615.96
347570	$968.46
347793	$1,453.88
347857	$834.17
347858	$834.21
348066	$4,588.57

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
348107	$482.72
348253	$4,294.51
348460	$2,126.12
348551	$4,148.09
348897	$5,079.23
348919	$3,832.68
348925	$1,602.54
348930	$803.12
349717	$294.86
350057	$8,146.79
350058	$11,747.73
350059	$2,040.61
350061	$7,707.93
350062	$8,991.59
350063	$2,227.58
350064	$3,072.19
350065	$10,921.41
350066	$7,453.82
350067	$7,971.69
350068	$33,184.93
350070	$8,726.80
350239	$3,208.72
350326	$3,473.26
350327	$3,305.78
351096	$82.60
351360	$8,132.07
351361	$619.42
351362	$2,883.28
351363	$3,275.48
351364	$2,710.15
351368	$2,889.69
351371	$2,883.28
351377	$4,565.87
351590	De Minimis
351810	$3,049.75
351922	$797.91
351923	$138.47
351961	$72.71
351963	$72.71
352082	$18.75
352245	$80,224.34
353138	$886.76
353139	$8,818.51
353166	$3,108.15

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
353506	$853.04
353507	$8,955.10
353543	$911.60
353933	$159.47
354084	$2,726.36
354972	$1,525.15
354973	$1,248.11
354974	$26,442.99
354975	$1,523.23
354978	De Minimis
354979	$3,949.22
354980	De Minimis
354981	$3,627.30
354982	$3,716.69
354983	De Minimis
355072	$2,104.81
355073	$2,208.00
355074	$2,207.27
355078	$4,300.90
355081	$1,710.22
355082	$1,197.99
355083	$5,595.17
355084	$3,957.70
355085	$6,634.43
355086	$1,080.70
355088	$94.83
355089	$400.12
355090	$94.12
355095	$521.19
355096	$704.84
355097	$1,042.36
355122	$356.71
355255	$331.44
355858	$818.53
355911	$704.97
355912	$534.16
355914	$427.33
355920	$4,273.34
355921	$1,068.34
355939	$1,388.76
355987	$1,157.33
356011	$994.21
356391	$219.22
356392	$219.22

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
356753	De Minimis
356998	$222.24
357731	$163.15
358015	De Minimis
358429	$20,898.65
358437	$2,728.50
358479	$7,629.12
358511	$1,049.03
358539	$961.53
359260	$2,798.05
359473	$184.23
359478	$390.00
360284	$168.10
360297	$2,520.77
360299	$7,129.23
360301	$2,539.26
360304	$154.27
360305	$184.23
360547	$787.48
360599	$6,869.84
361219	$372.61
361396	De Minimis
361520	$825.35
361525	$41,915.41
361526	$1,835.43
361527	$405.04
361528	$5,028.51
361529	$2,843.09
361530	$2,871.06
361606	$2,805.17
361610	$2,110.58
361762	$6,869.85
362594	$424.59
362595	$160.98
362597	$95.05
362599	$68.26
362600	$1,478.89
362601	$747.37
362604	$836.99
362611	$836.97
362613	$163.60
362614	$861.53
362616	$318.81
362618	$33,601.06

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
362624	$10.34
362889	$127.56
362891	$89.20
362935	$90.89
362936	$90.89
362937	$90.89
363575	$565.35
363578	$554.07
363581	$737.71
363583	De Minimis
363585	$1,207.96
364600	$191.73
364619	$150.58
364693	$500.71
364730	$1,052.11
364739	$298.81
364768	$500.96
364859	$7,225.39
364897	$500.96
365376	$2,626.88
365401	$388.57
365407	$363.97
365967	$1,389.22
367086	$42,975.69
367087	$13,142.19
367088	$4,311.89
367089	$1,069.13
367090	$706.60
367091	$700.02
367092	$442.85
367093	$82,061.08
367094	$82,161.31
367105	$655.71
367108	$676.98
367109	$676.98
367111	$904.92
367113	$2,669.41
367114	$1,348.74
367115	$716.61
367116	$309.78
367117	$106.47
367119	$4,505.40
367120	$262.50
367121	$129.75

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
367122	$683.53
367123	$609.69
367124	$1,323.72
367126	$34.78
367127	$794.28
367129	$695.55
367130	$2,011.68
367133	$490.98
367134	$437.56
367135	$656.08
367137	$2,006.52
367253	$38,060.19
367511	$672.17
367893	$3,921.08
368073	$947.16
368136	$780.77
368143	$656.44
368147	$487.99
368148	$691.36
368150	$487.99
368177	$11,804.71
368373	$12,293.02
368450	$59,121.32
368492	$58,505.52
369012	$1,091.36
369039	$7,029.40
369087	$1,731.25
369088	$16.84
369134	$22,308.02
369141	$21,810.42
369160	$926.95
369188	$218.30
369357	$167.17
369796	$47,833.40
370114	$11,143.18
370869	$607.04
370874	$6,329.52
370875	$590.47
370965	$1,458.44
371206	$127.18
371298	$3,408.97
371445	$4,321.30
371447	$1,156.92
371448	$3,565.57

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
371449	$690.76
371450	$2,565.79
371458	$4,627.01
371460	$690.76
371462	$673.50
371465	$654.50
371467	$690.76
371469	$2,918.17
371486	$643.59
371487	$38,817.40
371488	$621.28
371490	$3,771.00
371492	$599.88
371493	$690.04
371495	$17,929.18
371496	$695.66
371500	$2,522.29
371502	$2,160.67
371503	$9,521.22
371504	$10,367.42
371505	$7,131.12
371506	$4,434.96
371507	$9,218.80
371509	$569.05
372150	$513.93
372240	$661.65
372241	$658.94
372242	$520.31
373004	$683.45
373028	$103.72
373040	$668.92
373041	$672.79
373042	$668.92
373043	$969.30
373044	$765.40
373045	$147.25
373050	$312.82
373051	$723.08
373420	$115.23
373425	$637.17
373427	$4,495.48
373428	$1,317.04
373534	$3,656.47
373552	$4,928.10

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
373554	$1,231.10
373561	$3,928.73
373569	$4,870.75
373624	$1,613.52
373625	$1,613.57
373637	$994.56
373668	$9,978.81
373745	$23,091.30
373764	$1,977.33
373853	$1,557.82
373922	$3,104.38
374011	$205.07
374083	$716.99
374086	$7,524.60
374088	$5,016.34
374089	$7,123.16
374090	$1,568.09
374092	$9,136.60
374097	$2,829.36
374156	$399.47
374576	$3,847.61
374870	$28,875.13
374872	$45,819.19
374874	$1,440.44
374875	$180.05
374876	$648.37
374880	$648.37
374882	$650.38
374884	$321.89
375281	$7,704.03
375282	$7,722.30
375339	$641.41
375648	$18,390.26
375722	$129.88
375725	$129.88
375775	$119.47
375777	$119.47
376173	$364.62
376244	$1,700.91
376275	$562.35
376277	$1,195.69
376284	$74.79
376287	$284.74
376296	$597.89

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
376297	$563.47
376302	$562.35
376316	$602.10
376831	$6,248.62
376836	$11,232.15
376858	$9,888.79
376894	$1,113.81
377005	$3,662.05
377216	$4,167.10
377224	$390.02
378117	$467.09
378293	De Minimis
378294	$5,207.77
378295	De Minimis
378389	$769.66
378651	$5.33
378691	$388.44
378912	$1,098.97
378914	$1,541.28
378916	$2,163.60
378964	$5,105.78
379512	$9,505.82
379516	$9,603.26
379799	$18.18
379803	$1,473.34
379852	$947.76
379854	$971.19
379855	$597.22
379858	$697.34
379859	$533.96
379861	$16,498.04
379862	$22,112.15
379863	$14,397.10
379864	$710.20
379866	$2,881.21
379902	$5,479.32
379903	$98.85
380076	$2,096.62
380126	$690.08
380245	$66.27
380567	$1,233.08
380569	$515.16
380570	$1,485.84
380571	$83,144.56

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
380576	$408.13
380577	$446.23
380578	$299.69
380584	$307.76
380863	$4,555.30
380864	$6.04
380865	$1,272.49
380890	$3,965.33
380895	$21,442.40
380899	De Minimis
380907	De Minimis
381082	$7,548.27
381168	$10,770.28
381181	$47,306.60
381187	$466.47
381188	De Minimis
381192	$953.04
381193	$971.01
381194	$321.48
381195	$321.48
381218	$472.37
381328	$2,746.89
381475	$660.34
381903	De Minimis
382218	$402.99
382226	$488.64
382250	$655.05
382251	$536.59
382252	$885.57
382253	$7,594.47
382255	$339.83
382256	$6.58
382257	$3,912.57
382298	$497.31
382299	$525.70
382301	$481.73
382303	$478.77
382304	$468.70
382306	$478.65
382307	$460.48
382344	$4,557.22
382346	$6,430.12
382348	$5,693.36
382349	$457.51

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
382350	$3,657.87
382358	$531.28
382794	$4,452.78
383307	$621.10
383308	$593.87
383339	$4,999.24
383453	$27,137.02
383467	$621.74
383522	$239.02
383536	$358.56
383537	$1,414.61
383542	$305.67
383646	$1,462.89
383653	$1,111.48
383656	$770.78
383720	$817.21
383740	$570.69
383755	$621.70
383960	$30.52
383962	$24.18
384031	$422.38
384066	$450.14
384131	$154.63
384169	$285.81
384175	$213.10
384179	$285.81
384366	$3,632.98
384370	$3,632.93
384396	$127.69
384472	$18.18
384473	$388.49
384474	$668.97
385492	$18.18
385519	$4,364.32
385567	$2,757.37
385574	$22,975.28
385576	$8,750.41
385577	$351.05
385579	$1,165.77
385580	$2,027.94
385582	$414.36
385583	$6,496.64
385584	$362.00
385585	$4,356.98

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
385602	$5,704.06
385603	$5,704.09
385611	$370.62
385888	$5,459.35
385889	$557.18
386061	$3,270.60
386132	$85.84
386140	$381.88
386171	De Minimis
386172	$160.53
386215	$521.30
386469	$337.66
386470	$1,650.16
386472	$197.54
386473	$197.54
386475	$350.01
386476	$197.54
386478	$354.33
386480	$381.35
386482	$74,346.87
386517	$666.06
386534	$3,229.04
386557	$87.31
386559	$2,287.97
386650	$2,371.56
386652	$1,473.95
386656	$1,633.94
386903	$420.48
386955	$181.78
387698	$1,015.99
387700	$2,498.39
387705	$358.56
387718	$1,077.34
387845	$835.08
387888	$524.89
387894	$256.64
387897	$311.96
387898	$172.31
388038	$1,826.62
388040	$1,658.40
388043	$843.44
388176	$537.15
388183	$187.59
388187	$151.15

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
388571	$1,658.43
388584	$939.06
389210	$375.28
389516	$345.39
389542	$348.99
389574	$44,712.36
389669	$327.84
389694	$1,563.34
390385	De Minimis
390386	De Minimis
390387	De Minimis
390390	De Minimis
390391	De Minimis
390393	De Minimis
390701	$971.91
391187	$835.78
391345	$221.18
391459	$5,474.35
391642	$18.18
391644	$18.18
391645	$18.18
391646	$18.18
391647	De Minimis
391648	De Minimis
391649	De Minimis
391650	$18.18
391651	$181.61
391652	De Minimis
391653	De Minimis
391655	$36.36
391657	$18.18
391658	De Minimis
391659	De Minimis
391661	$18.18
391662	$18.18
391663	$18.18
391664	$18.18
391665	$18.18
391666	$18.18
391667	De Minimis
391670	$109.07
391671	$18.18
391672	$18.18
391676	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
391678	De Minimis
391679	$18.18
391680	$9.33
391683	$18.18
391684	$18.18
391685	$18.18
391686	De Minimis
391687	$36.48
391688	$18.18
391689	$18.18
391690	$18.18
391691	$18.18
391692	De Minimis
391693	$181.61
391694	De Minimis
391696	De Minimis
391697	$18.18
391698	$127.24
391699	$18.21
391700	$18.18
391701	$18.18
391702	$18.18
391703	$18.18
391704	$18.18
391705	De Minimis
391706	De Minimis
391707	De Minimis
391708	$18.67
391709	De Minimis
391710	De Minimis
391711	$181.61
391712	$18.18
391713	$18.18
391714	$18.18
391715	$18.18
391716	$18.18
391718	$18.18
391720	De Minimis
391721	$18.18
391722	$181.61
391724	$18.18
391728	De Minimis
391729	$18.18
391731	De Minimis

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
391732	$72.71
391733	$181.61
391734	$18.18
391735	$109.07
391736	$18.18
391737	$18.18
391738	$18.18
391739	$6.59
391740	De Minimis
391741	$18.18
391744	$18.18
391745	$18.18
391746	$18.18
391747	$18.19
391748	$18.18
391749	$18.18
391750	$18.18
391751	$337.49
391752	$18.18
391754	$18.18
391755	$18.18
391756	$18.18
391758	$13.01
391760	De Minimis
391762	De Minimis
391763	$18.18
391764	$18.18
391765	$18.18
391766	$18.18
391767	$18.18
391769	$18.18
391770	$18.18
391771	$1,834.04
391772	$18.18
391775	$18.18
391776	$18.18
391777	$24.67
391778	$18.18
391779	$18.18
391780	$18.18
391781	De Minimis
391782	$18.18
391783	$15.76
391784	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
391785	$18.18
391786	De Minimis
391787	$18.18
391788	$18.18
391916	De Minimis
392863	$314.76
392867	$314.74
392942	$721.41
392960	$64.73
392964	$157.09
392967	$138.60
392968	$6.66
392969	$231.00
393092	$142.04
393212	$622.77
393279	$395.60
393286	$11.06
393288	$229.81
393289	$23.45
393291	$8.74
393404	$164.59
393735	$16,053.36
393738	$7,748.09
393739	$7,748.10
393746	$19,839.90
393829	$379.66
393837	$311.23
393849	$601.52
393852	$2,712.32
393853	$2,490.04
393854	$155.63
393855	$155.63
393856	$1,143.94
393857	$931.95
393858	$778.98
393859	$311.23
393860	$536.80
393861	$199.23
393862	$199.23
393863	$199.23
393864	$3,689.40
393865	$3,689.40
393866	$3,689.40
393869	$486.75

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
393870	$486.75
393871	$486.75
393872	$486.75
393874	$1,131.36
393877	$457.13
393878	$334.39
393879	$393.88
393880	$152.11
393881	$76.06
393882	$30.44
393884	$30.56
393885	$15.22
393886	$15.22
393887	$3,190.52
393888	$1,987.04
393889	$368.84
393890	$516.30
393891	$508.05
393892	$508.05
393893	$508.05
393894	$562.58
393895	$657.58
393896	$596.53
393897	$402.79
393898	$516.30
393899	$478.22
393900	$478.22
393901	$492.84
393902	$428.18
393903	$656.35
393905	$2,302.37
393906	$156.98
393907	$250.42
393908	$1,417.49
393909	$483.88
393961	$3,176.37
394032	$486.75
394282	$165.17
394829	$254.49
394869	$259.53
394870	$259.53
394871	$259.53
394872	$259.53
394970	$56.50

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
395173	$3,377.35
395692	$90.89
395701	$1,733.45
395708	$1,733.46
395723	$1,733.55
395725	$915.40
395736	$915.57
395793	$232.70
395794	$200.48
395795	$155.17
395796	$155.17
395798	$209.99
395799	$186.82
395800	$199.98
395801	$200.02
395802	$200.02
395803	$191.81
395804	$38.79
395805	$38.79
395806	$38.79
395807	$199.99
395808	$199.99
395809	$199.99
395810	$199.99
395811	$344.17
395812	$63.16
395813	$200.48
395889	$103.45
395894	$236.31
395956	$293.13
396032	$150.72
396033	$18.22
396034	$18.18
396035	$18.18
396036	$18.18
396037	$18.18
396039	$643.77
396040	De Minimis
396041	$18.18
396042	$18.18
396043	$18.18
396044	$178.09
396045	$78.26
396046	$149.21

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
396047	De Minimis
396048	$18.18
396049	$18.18
396050	De Minimis
396051	$18.18
396052	$156.92
396053	$18.18
396054	$18.18
396055	De Minimis
396056	$150.72
396057	$18.18
396058	$18.18
396059	$18.18
396060	$18.18
396061	$18.18
396062	De Minimis
396063	$5.30
396064	$58.02
396065	$18.18
396066	$18.18
396067	$78.26
396068	$36.89
396069	$18.18
396070	$18.18
396071	$18.18
396072	$18.18
396073	$36.36
396079	$18.18
396582	$2,702.56
396895	$165.17
396896	$197.16
396897	$194.96
397887	$458.54
398423	$350.70
398511	$121.28
398752	$1,185.78
398944	$398.57
399097	$96.63
399103	$102.57
399124	$18.18
399127	$183.62
399128	$90.89
399144	$183.37
399145	$1,043.37

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
399146	$128.04
399147	$72.72
399150	$259.25
399179	$1,185.78
399495	$308.45
399496	$177.32
399517	$308.46
399522	$265.76
399939	$101.11
400021	$24.04
400026	$156.00
400033	$149.86
400034	$149.87
400240	$193.19
400661	$179.25
400713	$146.19
400735	$146.19
400762	$90.89
400791	$2,881.86
400792	$2,881.86
400794	$2,881.86
400844	$90.89
400846	$90.89
401470	$145.42
402793	$8,286.15
402810	$11,816.65
403034	$128.23
403051	$127.24
403160	$127.24
403161	$382.08
403163	$60.54
403187	$4,188.51
403188	$4,188.35
403376	$33.36
403532	$109.07
403630	$109.07
403724	De Minimis
403829	De Minimis
403908	$299.91
403941	$564.06
404030	$90.89
404509	$90.89
404546	$72.71
404574	$72.71

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
404639	$1,500.36
404772	$90.89
404840	$90.89
405134	$90.89
405264	De Minimis
405492	$90.89
405569	$36.36
405570	$352.06
405859	$144.35
405929	De Minimis
406596	$72.71
406963	De Minimis
407106	$18.18
407108	$18.18
407109	$18.18
407110	$18.18
407209	$54.53
407347	$54.53
407387	$54.53
407419	$54.53
407566	$54.53
407798	$36.36
407854	$54.53
407884	$54.53
407944	$54.53
407950	$54.53
407994	$54.53
408152	$54.53
408501	$36.36
408694	$36.36
408831	$36.36
409557	$18.18
770681	$18.18
1000010	$18.18
1000016	De Minimis
1000018	$18.18
1000050	$18.18
1000054	$18.18
1000056	$18.18
1000058	$18.18
1000059	$18.18
1000086	$1,277.86
1000228	$18.18
1000232	$3,171.56

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1000269	$18.18
1000274	$18.18
1000488	$18.18
1000489	$18.18
1000685	$18.18
1000916	$18.18
1000923	$18.18
1000924	$18.18
1001046	$18.18
1001179	$236.34
1001325	$18.18
1001443	$18.18
1001652	$18.18
1001696	$18.18
1001797	$18.18
1001853	$18.18
1001874	$18.18
1001895	$18.18
1001913	$18.18
1002010	$18.18
1002022	$18.18
1002024	$18.18
1002166	$18.18
1002168	$18.18
1002169	$18.18
1002170	$18.18
1002175	$18.18
1002178	$18.18
1002180	$18.18
1002181	$18.18
1002182	$18.18
1002183	$18.18
1002184	$18.18
1002185	$18.18
1002188	$18.18
1002189	$18.18
1002196	$18.18
1002203	$18.18
1002209	$18.18
1002210	$18.18
1002211	$18.18
1002213	$18.18
1002214	$18.18
1002235	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1002240	$18.18
1002308	$18.18
1002309	$18.18
1002317	$18.18
1002318	$18.18
1002321	$18.18
1002338	$18.18
1002350	$36.36
1002352	$18.18
1002353	$18.18
1002360	$18.18
1002366	$18.18
1002484	$18.18
1002485	$18.18
1002486	$18.18
1002487	$18.18
1002585	$18.18
1002586	$18.18
1002606	$18.18
1002730	$18.18
1002871	$10.44
1002955	$18.18
1003011	$18.18
1003131	$18.18
1003178	$18.18
1003179	$18.18
1003209	$18.18
1003225	$18.18
1003407	$18.18
1003557	$18.18
1003570	$18.18
1003606	$18.18
1003815	$18.18
1003816	$18.18
1003817	$18.18
1003818	$18.18
1004070	$18.18
1004195	$18.18
1004431	$18.18
1004463	$18.18
1004567	$18.18
1004568	$18.18
1004572	$18.18
1004573	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1004574	$18.18
1004584	$18.18
1004585	$18.18
1004586	$18.18
1004588	$18.18
1004589	$18.18
1004593	$18.18
1004795	$18.18
1004885	$18.18
1004886	$18.18
1004887	$18.18
1005031	$18.18
1005098	$18.18
1005198	$1,419.17
1005203	$18.18
1005204	$18.18
1005206	$18.18
1005208	$18.18
1005436	$18.18
1005438	$18.18
1005439	$18.18
1005449	$18.18
1005454	$18.18
1005458	$36.36
1005463	$18.18
1005464	$18.18
1005475	$18.18
1005477	$18.18
1005478	$18.18
1005479	$18.18
1005482	$18.18
1005483	$18.18
1005514	$18.18
1005515	$18.18
1005518	$18.18
1005534	$18.18
1005561	$18.18
1005570	$18.18
1005586	$18.18
1005627	$18.18
1005644	$18.18
1005647	$18.18
1005648	$18.18
1005655	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1005697	$18.18
1005720	$18.18
1005728	$18.18
1005737	$18.18
1005747	$18.18
1005751	$18.18
1005752	$18.18
1005753	$18.18
1005754	$18.18
1005764	$18.18
1005808	$18.18
1005830	$18.18
1005831	$18.18
1005833	$18.18
1005834	$18.18
1005836	$18.18
1005837	$18.18
1005843	$18.18
1005845	$1,154.35
1005848	$129.21
1005850	$18.18
1005851	$18.18
1005853	$18.18
1005863	$18.18
1005876	$18.18
1005881	$18.18
1005887	$18.18
1005897	$18.18
1005903	$18.18
1005904	$18.18
1005905	$14,801.48
1005929	$18.18
1005933	$18.18
1005954	$18.18
1005956	$18.18
1005967	$222.24
1005977	$18.18
1005997	$18.18
1006011	$18.18
1006012	$18.18
1006013	$18.18
1006024	$18.18
1006028	$1,720.64
1006032	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1006070	$18.18
1006081	$18.18
1006086	$18.18
1006096	$18.18
1006099	$18.18
1006100	$18.18
1006104	$18.18
1006105	$18.18
1006106	$489.06
1006107	$18.18
1006108	$18.18
1006109	$18.18
1006110	$18.18
1006111	$18.18
1006112	$18.18
1006113	$18.18
1006114	$489.06
1006115	$18.18
1006116	$18.18
1006117	$18.18
1006118	$18.18
1006119	$18.18
1006154	$18.18
1006198	$18.18
1006205	$18.18
1006209	$18.18
1006210	$18.18
1006211	$18.18
1006212	$18.18
1006213	$18.18
1006217	$18.18
1006218	$18.18
1006222	$18.18
1006225	$18.18
1006228	$18.18
1006257	$18.18
1006262	$18.18
1006264	$18.18
1006267	$18.18
1006282	$18.18
1006283	$18.18
1006285	$18.18
1006301	$18.18
1006331	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1006341	$18.18
1006354	$18.18
1006367	$18.18
1006393	$18.18
1006405	$18.18
1006413	$18.18
1006414	$18.18
1006415	$18.18
1006416	$18.18
1006424	$18.18
1006425	$18.18
1006433	$18.18
1006436	$18.18
1006441	$18.18
1006442	$18.18
1006449	$18.18
1006450	$18.18
1006452	$18.18
1006454	$18.18
1006455	$18.18
1006458	$18.18
1006487	$18.18
1006488	$18.18
1006503	$18.18
1006520	$18.18
1006544	$18.18
1006553	$18.18
1006596	$18.18
1006602	$18.18
1006607	$2,750.00
1006608	$18.18
1006609	$18.18
1006618	$18.18
1006619	$18.18
1006620	$18.18
1006628	$18.18
1006631	$18.18
1006688	$18.18
1006806	$18.18
1006807	$18.18
1006852	$18.18
1006853	$18.18
1006855	$18.18
1006858	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1006861	$18.18
1006896	$18.18
1006898	$18.18
1006899	$18.18
1006900	$18.18
1006901	$18.18
1006902	$18.18
1006903	$18.18
1006904	$18.18
1006906	$18.18
1006907	$18.18
1006912	$18.18
1006913	$18.18
1006914	$18.18
1006916	$18.18
1006918	$18.18
1006932	$18.18
1006935	$18.18
1006978	$18.18
1006979	$18.18
1006981	$18.18
1007008	$18.18
1007019	$18.18
1007020	$18.18
1007024	$18.18
1007029	$18.18
1007039	$18.18
1007040	$18.18
1007069	$18.18
1007071	$18.18
1007072	$18.18
1007122	$18.18
1007125	$18.18
1007130	$18.18
1007149	$18.18
1007230	$18.18
1007254	$18.18
1007262	$18.18
1007263	$18.18
1007271	$18.18
1007275	$18.18
1007276	$18.18
1007277	$18.18
1007278	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1007279	$18.18
1007280	$18.18
1007281	$18.18
1007282	$18.18
1007283	$18.18
1007284	$18.18
1007285	$18.18
1007286	$18.18
1007288	$18.18
1007289	$18.18
1007302	$18.18
1007303	$18.18
1007306	$18.18
1007307	$18.18
1007310	$1,243.97
1007311	$18.18
1007313	$1,537.05
1007316	$18.18
1007365	$18.18
1007390	$18.18
1007402	$18.18
1007417	$18.18
1007429	$18.18
1007463	$18.18
1007516	$18.18
1007522	$18.18
1007523	$18.18
1007524	$18.18
1007533	$18.18
1007535	$18.18
1007536	$18.18
1007565	$36.36
1007585	$18.18
1007652	$18.18
1007669	$18.18
1007684	$18.18
1007688	$18.18
1007690	$18.18
1007691	$18.18
1007692	$18.18
1007693	$18.18
1007694	$18.18
1007695	$18.18
1007717	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1007723	$18.18
1007724	$18.18
1007725	$18.18
1007726	$18.18
1007748	$18.18
1007751	$18.18
1007755	$18.18
1007756	$18.18
1007759	$18.18
1007765	$18.18
1007771	$18.18
1007774	$18.18
1007790	$18.18
1007791	$18.18
1007792	$18.18
1007793	$18.18
1007794	$18.18
1007795	$18.18
1007796	$18.18
1007797	$18.18
1007798	$18.18
1007799	$18.18
1007800	$18.18
1007801	$18.18
1007802	$18.18
1007807	$18.18
1007808	$36.36
1007809	$18.18
1007834	$18.18
1007835	$18.18
1007836	$18.18
1007837	$18.18
1007838	$18.18
1007839	$18.18
1007841	$18.18
1007842	$18.18
1007843	$18.18
1007844	$18.18
1007846	$18.18
1007847	$18.18
1007848	$18.18
1007849	$18.18
1007850	$18.18
1007852	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1007853	$18.18
1007855	$18.18
1007856	$18.18
1007857	$18.18
1007858	$18.18
1007859	$18.18
1007860	$18.18
1007861	$18.18
1007863	$18.18
1007865	$18.18
1007866	$18.18
1007869	$18.18
1007872	$18.18
1007873	$18.18
1007874	$18.18
1007875	$18.18
1007876	$18.18
1007877	$18.18
1007878	$18.18
1007880	$18.18
1007881	$18.18
1007884	$18.18
1007885	$18.18
1007886	$18.18
1007887	$18.18
1007892	$18.18
1007906	$18.18
1007918	$18.18
1007925	$18.18
1007926	$18.18
1007931	$2,020.28
1007934	$18.18
1007935	$18.18
1007937	$18.18
1007938	$18.18
1007940	$18.18
1007955	$18.18
1007959	$18.18
1007960	$18.18
1007961	$18.18
1007962	$18.18
1007963	$18.18
1007964	$18.18
1008051	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1008059	$18.18
1008067	$18.18
1008172	$18.18
1008177	$18.18
1008264	$18.18
1008291	$18.18
1008294	$18.18
1008312	$18.18
1008313	$18.18
1008314	$18.18
1008315	$18.18
1008316	$18.18
1008317	$18.18
1008319	$18.18
1008401	$18.18
1008514	$18.18
1008801	$18.18
1008828	$18.18
1008830	$18.18
1008873	$18.18
1009228	$5,779.91
1009230	$2,176.14
1009308	$36.36
1009309	$18.18
1009310	$18.18
1009311	$18.18
1009312	$36.36
1009313	$36.36
1009314	$18.18
1009315	$36.36
1009316	$18.18
1009317	$36.36
1009318	$18.18
1009320	$18.18
1009326	$18.18
1009337	$18.18
1009348	$36.74
1009632	$36.36
1009633	$18.18
1009820	$18.18
1009840	$18.18
1009849	$18.18
1009863	$18.18
1009907	$18.18

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1009908	$18.18
1009909	$18.18
1009910	$18.18
1009911	$18.18
1009914	$18.18
1010716	$3,841.61
1010770	$31,294.31
1010771	$1,112.12
1010813	$1,651.31
1010816	$35,534.29
1010818	$709.38
1010821	$36.36
1010837	$18.18
1010880	$18.18
1011183	$14,738.15
1011441	$1,775.06
1011442	$11.28
1011443	$13,326.83
1011444	$309.02
1011445	$2,852.46
1011446	$1,390.97
1011447	$3,035.61
1011448	$2,097.27
1011449	$327.22
1011450	$309.02
1011451	$181.79
1011452	$1,520.74
1011453	$30,796.15
1011454	$327.27
1011456	$327.20
1011457	$327.35
1011458	$15.35
1011459	$242.78
1011460	$290.86
1011461	$290.86
1011462	$327.39
1011463	$381.74
1011465	$327.26
1011466	$218.90
1011467	$309.04
1011468	$381.74
1011469	$290.86
1011470	$327.44
1011471	$327.27

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1011472	$327.27
1011473	$327.27
1011481	$527.63
1011483	$1,984.00
1011492	$32,866.58
1011493	$1,079.25
1011501	$18.18
1011502	$18.18
1011560	$416.75
1011615	$3,684.63
1011619	$1,587.26
1011622	$521.06
1011629	De Minimis
1011630	De Minimis
1011631	$1,748.13
1011633	$1,690.09
1011634	$731.80
1011636	$1,642.06
1011646	$98.59
1011648	$528.22
1011651	$407.11
1011653	$8,014.54
1011655	$24,611.70
1011656	De Minimis
1011674	$255.19
1011684	$18,393.05
1011698	$7,436.36
1011699	$1,686.85
1011700	$436.27
1011702	$436.93
1011703	$345.55
1011704	$1,248.07
1011705	$164.47
1011706	$289.05
1011707	$923.57
1011708	$345.55
1011709	$984.11
1011711	$36.36
1011712	$90.91
1011714	De Minimis
1011721	$2,266.43
1011722	$368.09
1011723	$368.09
1011724	De Minimis

Michele Navarro v Anschutz Exploration Corporation,
Civil Action No. 25-CV-93-ABJ
Estimated Net Settlement Amount to Class Members

Owner Number	Estimated Net Settlement Amount to Class Members
1011725	De Minimis
1011728	$5,312.03
1011740	$6,168.37
1011744	$620.11
1011745	$3,781.15
1011747	$220.48
1011748	$599.97