

**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.<sup>1</sup>

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](http://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.

---

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

Questions? Visit [www.navarro-anschutz.com](http://www.navarro-anschutz.com) or call toll-free at 1-833-216-4459

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.**

Questions? Visit [www.navarro-anschutz.com](http://www.navarro-anschutz.com) or call toll-free at 1-833-216-4459

## **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](http://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](http://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](http://www.navarro-anschutz.com) or by contacting the Settlement Administrator at the address set forth above.

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

The Final Fairness Hearing will be held on July 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](http://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. What Are Your Options As A Class Member?**

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

By taking no action, your interests will be represented by 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 Released 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

Questions? Visit [www.navarro-anschutz.com](http://www.navarro-anschutz.com) or call toll-free at 1-833-216-4459

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<br>c/o JND Legal Administration,<br>Settlement Administrator<br>P.O. Box 91307<br>Seattle, WA 98111 | Reagan E. Bradford<br>Ryan K. Wilson<br>Bradford & Wilson PLLC<br>431 W. Main Street, Suite D<br>Oklahoma City, OK 73102 | Matthew J. Salzman<br>Christopher A. Chrisman<br>Michelle R. Seares<br>Holland & Hart LLP<br>555 Seventeenth Street,<br>Suite 3200<br>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 not 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](http://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/](http://www.pacer.gov/). If you have any questions about this Notice, you may consult an attorney of your own choosing at your own expense or Class Counsel.

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

---

HONORABLE ALAN B. JOHNSON  
UNITED STATES DISTRICT JUDGE