

**IN THE DISTRICT COURT OF HUGHES COUNTY
STATE OF OKLAHOMA**

FILED
HUGHES COUNTY

MAY 11 2026

ASHLEY SANFORD, Court Clerk

By _____
DEPUTY

Kristina Stacy Kawulok, on behalf of her-
self and all others similarly situated,

Plaintiff,

v.

Case No. CJ-2019-50

JMA Energy Company, L.L.C.,

Defendant.

**CLASS REPRESENTATIVE'S MOTION FOR APPROVAL OF
ATTORNEYS' FEES, LITIGATION EXPENSES, ADMINISTRATION, NOTICE,
AND DISTRIBUTION COSTS, AND CASE CONTRIBUTION AWARD**

Having obtained a cash settlement of \$1,808,500.00, Class Representative re-
spectfully moves the Court for an award of:

- Plaintiff's Attorneys' Fees in the amount of 40% of the Gross Settlement Fund;
- Litigation Expenses of \$23,381.81 to date;
- Administration, Notice, and Distribution Costs of \$26,019.59 to date;
- a Case Contribution Award of 2% of the Gross Settlement Fund for service of the Class Representative in prosecuting this Litigation for the Settlement Class;
- a reserve of an additional \$10,000.00 for anticipated future Litigation Expenses; and
- a reserve of an additional \$56,980.41 for future Administration, Notice, and Distribution Costs incurred between the filing of this motion and the complete administration of the Settlement. Class Counsel will apply to the Court for approval of the payment of any such future expenses.

The requests for Plaintiff's Attorneys' Fees and a Case Contribution Award are based on the going rates for such fees in prior class action litigation of this type. The requests for Litigation Expenses and Administration, Notice, and Distribution Costs are based on the amounts incurred by Class Counsel in prosecuting the action and incurred or expected to be

incurred in administering the Settlement. As set forth in the Notices and the Settlement Agreement, the requested awards will be paid from the Gross Settlement Fund. For the reasons set forth in this Motion, Class Representative submits that the requested awards are fair and reasonable, and should be approved.

BACKGROUND

In the interest of brevity, Class Representative will not recite the entire background of this Litigation on behalf of the Settlement Class. Rather, Class Representative refers the Court to the Motion for Preliminary Approval, the Joint Declaration of Class Counsel (“Joint Counsel Decl.”), 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.

ARGUMENT & AUTHORITY

These requests are warranted considering the work done and result achieved. They are also in line with similar requests in the state and federal courts of Oklahoma.

1. The Request for Plaintiffs’ Attorneys’ Fees Is Reasonable

The fee request for Class Counsel is reasonable and is the going rate in cases like this one. Historically, Oklahoma courts have used two primary methods for calculating attorney's fees: the lodestar method and the percentage method, e.g., a contingency fee arrangement. *See, e.g., Burk v. City of Oklahoma City*, 598 P.2d 659, 661 (Okla. 1979). “The plain language of Oklahoma's class action attorney fee statute allows for the calculation of attorney's fees under both the percentage and lodestar methods.” *Strack v. Continental Resources, Inc.*, 507 P.3d 609, 615 (Okla. 2021). Here, Class Representative 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. *See* Joint Counsel Decl. at 6, ¶ 27. Oklahoma’s class action attorney fee statute, 12 O.S. § 2023(G)(4)(e), “sets out factors that a court *shall* consider to assess the reasonableness of attorney's fees.” *Strack*, 507 P.3d at 616

(emphasis in original). Class Counsel address each factor, as further detailed in the Joint Counsel Decl.:

- **The time and labor required:** The Joint Counsel Decl. shows Class Counsel invested substantial time in researching, investigating, prosecuting, and resolving the Litigation on behalf of the Settlement Class. The time records of Class Counsel support 723 hours in attorney work committed to this Litigation. Class Counsel also anticipate additional time through approval of the Settlement and into the distribution phase and completion of the case of at least 100 additional hours. Class Counsel have previously been approved by courts with hourly rates ranging from \$875–\$900 an hour for similar class action cases. *See, e.g., McNeill v. Citation Oil & Gas Corp.*, No. 17-CIV-121-KEW, at Doc. 85 (E.D. Okla. Jan. 14, 2019) (approving \$900/hour for Class Counsel); *Johnston v. Camino Natural Resources, LLC*, No. 19-CV-02742-CMA-SKC, at Doc. 69 (D. Colo. June 22, 2021) (approving \$875/hour for Class Counsel). These rates are also consistent with those approved by the Oklahoma Supreme Court. *Strack*, 507 P.3d at 617 (approving \$875/hour for lead counsel in royalty underpayment class action five years ago). Using a \$900 hourly rate for this litigation, Class Counsel have and are estimated to invest \$740,700.00 in lodestar, resulting in a negative lodestar multiplier of 0.977 for the fee request. This negative multiplier is below the range approved by the Oklahoma Supreme Court’s for attorney’s fees in class action settlements. *Strack*, 507 P.3d at 619 (holding that a reasonable multiplier should range from 1.1 to 1.5). Surveying the available data on recent, similar oil-and-gas class action settlements confirms that

Class Counsel’s hours and lodestar here are below the total hours and lodestar typically expended to resolve class cases in similar litigation postures.¹

- The novelty and difficulty of the questions presented by the litigation:**

While oil-and-gas class actions are not necessarily novel in Oklahoma, they are incredibly difficult and complex, which is proven by the sheer fact that very few law firms undertake them. *Sagacity, Inc. v. Cimarex Energy Co.*, No. CIV-17-101-GLJ, 2024 WL 2923720, at *4 (E.D. Okla. June 10, 2024) (“Class actions are known to be complex and vigorously contested. The Court finds that this case presented novel and difficult issues. The legal and factual issues litigated in this case involved complex and highly technical issues.”). The continued difficulty of this area of the law, both in an oil-and-gas context and in a class action context, is also evident from the various positions taken by various judges, some denying class certification altogether. This factor supports the fee request.

¹

Case	Date Filed	Date Settled	Months Litigated	Settlement Amount	Fee Awarded	Lodestar Hours	Future Hours	Total Lodestar
<i>White Family Minerals, LLC v. EOG Res., Inc.</i> , No. 19-CV-409 (E.D. Okla.)	Oct-19	Jul-21	21	\$4m	\$1.6m	930	282	\$ 932,735.50
<i>Allen, et al. v. Apache Corp.</i> , No. 22-CV-63 (E.D. Okla.)	Jan-20	Jul-22	30	\$15m	\$6m	1,850	360	\$ 1,757,187.50
<i>Chieftain Royalty Co. v. SM Energy Co.</i> , No. 18-CV-1225 (W.D. Okla.)	Dec-18	Jan-21	25	\$10m	\$4m	5,562	-	\$ 3,763,456.25
<i>Kernen v. Casillas Operating LLC, et al.</i> , No. 18-CV-107 (W.D. Okla.)	Feb-18	Feb-21	36	\$2.7m	\$1.08m	1,561	123	\$ 1,187,041.00
<i>Chieftain Royalty Co. v. BP Am. Prod. Co., et al.</i> , No. 16-CV-410 (E.D. Okla.)	Dec-17	Sep-21	45	\$15m	\$6m	5,510	330	\$ 4,248,101.25
<i>McClintock v. Continuum Prod. Servs., L.L.C.</i> , No. 17-CV-259 (E.D. Okla.)	May-17	Aug-19	27	\$900k	\$300k	719	148	\$ 563,530.00
<i>Reirdon v. Cimarex Energy Co., et al.</i> , No. 16-CV-445 (E.D. Okla.)	Oct-16	Oct-19	36	\$10m	\$4m	2,159	398	\$ 2,008,252.25
<i>McClintock v. Enter. Crude Oil, LLC</i> , No. 16-CV-136 (E.D. Okla.)	Mar-16	Nov-20	56	\$5.9m	\$2.36m	1,765	469	\$ 1,568,989.25
<i>Reirdon v. XTO Energy, Inc.</i> , No. 16-CV-87 (E.D. Okla.)	Jan-16	Oct-17	21	\$20m	\$8m	4,144	765	\$ 3,138,887.19
					Average	2,688.84	359.31	\$ 2,129,797.80

- **The skill required to perform the legal services properly:** Class actions are inherently difficult and generally hard fought, as is oil-and-gas litigation. Combined, the two areas of law require substantial skill and diligence. Very few firms even undertake such litigation. *Id.* (“The Court finds the Declarations and other undisputed evidence submitted prove 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 preclusion of other employment by the attorney due to the acceptance of the case:** While not a critical factor, it is common knowledge that the longer a case goes on the more other legal business it precludes since a lawyer and a law firm only have a finite amount of time to offer. *Id.* at *5 (“The Declarations and other undisputed evidence prove that Class Counsel were necessarily hindered in their work on other cases due to their dedication of time and effort to the prosecution of this Litigation.”).
- **The customary fee:** Class Representative 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 on behalf of the Settlement Class. The customary fee in class actions of this kind is 40%. *Id.* (“The Court finds [40%] is consistent with the market rate and is in the range of the ‘customary fee’ in oil-and-gas class actions in Oklahoma state and federal courts. Federal and state courts in Oklahoma regularly approve similar fee awards in similar cases.”). 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.

- **Whether the fee is 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. *Id.* ("Class Counsel undertook this Litigation on a purely contingent fee basis (with the amount of any fee being subject to Court approval), assuming the risk that the Litigation 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 should 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.
- **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.
- **The amount in controversy and the results obtained:** The Parties had varying damage models, as is customary. The \$1,808,500.00 in up-front cash represents a significant amount of the 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"). Many

class actions have settled for a lower proportionate recovery of actual damages recovered here, and in Oklahoma, some class actions have failed altogether. This factor supports the fee request.

- **The experience, reputation, and ability of the attorney:** Class Counsel have extensive experience and demonstrated ability in these types of class actions.
- **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 Sagacity*, 2024 WL 2923720, at *5 (“The investment by Class Counsel of their time, money, and effort, in a complex case such as this, coupled with the attendant potential of no recovery and loss of all the time and expenses advanced by Class Counsel, rendered this case sufficiently undesirable so as to preclude many law firms from taking a case of this nature.”). This factor supports the fee request.
- **The nature and length of the professional relationship with the client:** Although of little relevance in a case where the client does not engage regularly in litigation to warrant a discounted hourly rate, this factor supports the requested fee. Class Counsel worked extensively with Class Representative throughout the Litigation to prosecute the claims on behalf of the Settlement Class. And Class Representative supports the Fee Request. *See Class Rep. Decl.* This factor supports the fee request.
- **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.

- **The risk of recovery in the litigation:** Numerous royalty underpayment class actions in Oklahoma have failed to obtain certification, and individual royalty underpayment cases have been lost by plaintiffs at trial. The risk of recovery in this Litigation was high. This factor supports the fee request.

The evidence supporting each statutory factor demonstrates that approval of the fee request is warranted.

2. The Request for Reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs Is Reasonable

12 O.S. § 2023(G) provides that the Court may award reasonable costs incurred in reaching a class action settlement. In connection with approval of the Settlement of the Litigation, and in accord with the Notice to the Settlement Class, Class Representative respectfully moves the Court for reimbursement of expenses incurred in successfully prosecuting and resolving this Litigation and administering the Settlement (the “Expense Request”). As described above, Class Counsel has obtained an excellent recovery for the benefit of Class Members, which necessitated incurring expenses that Class Counsel paid or will be obligated to pay. To date, Class Counsel has incurred \$23,381.81 in prosecuting and resolving this case. *See* Joint Counsel Decl. at 10, ¶ 49. All the expenses incurred have been reasonable and necessary to the prosecution of the Litigation. *Id.* Class Counsel will incur an estimated \$10,000.00 in additional expenses, primarily related to the allocation and distribution of settlement benefits to the Class Members and to prepare for the Final Fairness Hearing. *Id.* at 10–11, ¶ 50. Class Counsel will seek the Court’s approval on all expenses before their payment from the Settlement.

In addition, the Settlement Agreement directs payment of the Administration, Notice, and Distribution Costs from the Gross Settlement Fund. Settlement Agreement at 3–4, ¶ 1.1. The Settlement Administrator declares such costs to be \$26,019.59 as of April 30, 2026, and anticipates an additional \$56,980.41 in such costs to complete the settlement process, for an overall estimated total cost of \$83,000.00. *See* Keough Decl. at 5, ¶ 18.

Because the Expense Request is fair and reasonable and authorized by Oklahoma law, the Expense Request should be granted.

3. The Requested Case Contribution Award Is Reasonable

Class Representative also requests a Case Contribution Award of 2% of the Gross Settlement Fund. The requested Case Contribution Award was included in the Notice provided to Class Members and is reasonable. Class Representative has earned a Case Contribution Award, and 1–2% is common in oil-and-gas class actions in Oklahoma. *See, e.g., Kunneman Props., LLC v. Marathon Oil Co.*, No. 22-CV-274-KEW, Doc. 24 at 12 (E.D. Okla. Feb. 16, 2023) (“Class Representatives seek a total award of 2% of the Gross Settlement Fund . . . [which] is consistent with awards entered in similar cases.”). Evidence supporting an award request may be provided through “affidavits submitted by class counsel and/or the class representatives, through which these persons testify to the particular services performed, the risks encountered, and any other facts pertinent to the award.” Newberg § 17:12.

Class Representative seeks a Case Contribution Award based on the demonstrated risk and burden as well as compensation for time and effort, as more fully set forth in the Class Representative’s Declaration. Having worked with Class Representative in the investigation, filing, prosecution, and settlement of this Litigation on behalf of the Settlement Class, Class Counsel fully supports the request. Class Representative’s request for a Case Contribution Award here is fair and reasonable and supported by the same evidence of reasonableness.

CONCLUSION

For the reasons set forth in this Motion, Class Representative and Class Counsel move the Court to grant this Motion and enter an Order approving the following, in accord with the Settlement Agreement and the Notices, to be deducted from the Gross Settlement Fund before Distribution Checks are mailed to the class from the remaining Net Settlement Fund:

1. Plaintiff’s Attorneys’ Fees in the amount of 40% of the Gross Settlement Fund;

2. Case Contribution Award in the amount of 2% of the Gross Settlement Fund;
3. Litigation Expenses in the amount of \$23,381.81;
4. Administration, Notice, and Distribution Costs in the amount of \$26,019.59; and
5. a reserve of up to \$66,980.41 for future Litigation Expenses and Administration, Notice, and Distribution Costs through the Final Fairness Hearing and full implementation of the Settlement.

Respectfully Submitted,



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CERTIFICATE OF SERVICE

I certify that on May 11, 2026, a true and correct copy of the above and foregoing was emailed and mailed to:

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