

IN THE DISTRICT COURT OF HUGHES COUNTY
STATE OF OKLAHOMA

FILED
HUGHES COUNTY

JUL 12 2019

ASHLEY SANFORD, Court Clerk
By BB
DEPUTY

DAVID LANDON SPEED, on behalf of)
himself and all others similarly situated,)
)
Plaintiff,)
)
v.)
)
JMA ENERGY COMPANY, L.L.C.,)
)
Defendant.)

Case No. CJ-2016-59
Judge Timothy Olsen

**JUDGMENT AND ORDER APPROVING ATTORNEY FEES, LITIGATION
EXPENSES AND CASE CONTRIBUTION AWARD**

This matter came on for hearing on June 12, 2019, on Class Representative's and Class Counsel's "Motion for Attorney Fees, Case Contribution Award, and Litigation Costs from the Common Fund and Initial Brief in Support (the "Motion"). The Court, having conducted an evidentiary hearing on June 12, 2019, having considered all of the evidence presented (including the filed evidence, the arguments of counsel, and all other related filings), and having given due consideration and evidentiary value to such materials, FINDS, ORDERS, AND ADJUDGES as follows:

1. The Court finds that notice of Class Counsel's intent to seek (a) an award of an attorney fee of 40% of the Gross Settlement Fund, (b) a case contribution award of \$25,000 to the Class Representative, and (c) reimbursement of litigation expenses not to exceed \$30,000 and further administrative expense costs, was given to members of the Settlement Class as required by law.

2. Specifically, notice of this hearing was properly mailed to Settlement Class Members with known valid mailing addresses and was published as detailed in the Settlement

Agreement. The Court previously approved such notice and now finds, orders, and adjudges the notice to the Settlement Class of this hearing was proper and sufficient under 12 O.S. § 2023 and all other applicable due process requirements. Further, the Settlement Class has been afforded a reasonable opportunity to object.

3. The Court approved the Settlement Agreement as adequate, fair, and reasonable prior to conducting the hearing on the Motion.

4. Of the thousands of Settlement Class Members, none objected to the request for attorney fees, case contribution award, or reimbursement of litigation and administration expenses.

5. Pursuant to 12 O.S. § 2023(G), in arriving at a fair and reasonable fee for class counsel, the Court must consider the following factors:

- a. time and labor required;
- b. the novelty and difficulty of the questions presented by the litigation;
- c. the skill required to perform the legal service properly;
- d. the preclusion of other employment by the attorney due to acceptance of the case;
- e. the customary fee;
- f. whether the fee is fixed or contingent;
- g. time limitations imposed by the client or the circumstances;
- h. the amount in controversy and the results obtained;
- i. the experience, reputation and ability of the attorney;
- j. whether or not the case is an undesirable case;
- k. the nature and length of the professional relationship with the client;
- l. awards in similar causes; and
- m. the risk of recovery in the litigation.

6. At the hearing, Class Counsel presented declaration and other evidence to the Court concerning each of these factors. The Court notes that substantial time and labor was required to prosecute this case by Class Counsel (which amount would exceed the requested fee), this matter was novel and difficult given the complex claims at issue and the nature of

oil and gas class actions, this case required special skill to perform as evidenced by the recovery by Class Counsel, complex litigation such as this naturally precludes other employment given the time required, and the customary fee in these types of royalty owner class actions is a contingent fee of 40% of the common fund.

7. The Court has the duty to determine whether to extend to the Class the contingency fee agreement entered into between the Class Representative and Class Counsel. *See* 12 O.S. § 2023(G)(1) (“In a certified class action, the court may award reasonable attorney fees and nontaxable costs that are authorized by law or by the parties’ agreement.”).

8. “Contingent fee agreements may be appropriate in class action cases . . . Many courts have held . . . that once a class is certified and a decision on the merits is had, the trial court may decide whether to approve the contingent fee agreement, and whether to extend the contingent arrangement to all class members.” *Sholer v. State of Oklahoma*, 1999 OK CIV APP 100, ¶¶ 13-14, 990 P.2d 294, 299.

9. The Court finds the 40% contingency fee based upon the Gross Settlement Fund is fair and reasonable and should be extended to the Settlement Class Members.

10. The submitted declaration set forth valid reasons for the Class Representative to be awarded a case contribution award of \$25,000 for his time and effort in this action and in taking on the risks associated with an adverse result, including potentially a request of attorney fees and expenses by Defendant.

11. Class Counsel further advised the Settlement Class that it would seek reimbursement of their litigation expenses not to exceed \$30,000. To date, Class Counsel has incurred \$4,942.56 in such expenses.

12. The Court finds that it is fair and reasonable for Class Counsel to be reimbursed for the out-of-pocket expenses incurred to date and may seek additional expense reimbursement not to exceed \$30,000 upon further application to the Court.

13. Further, the Settlement Administrator incurred expenses totaling \$36,200, which, pursuant to the Settlement Agreement, will be deducted from the first \$100,000 advanced by the Defendant. That amount is fair and reasonable and should be deducted by the Settlement Administrator prior to distribution.

FINAL CONCLUSIONS OF LAW

14. The Court finds the 40% contingency fee of the Gross Settlement Fund is fair and reasonable.

15. The contingency fee agreement entered into between the Class Representative and Class Counsel is extended to the Settlement Class.

16. The Gross Settlement Fund is \$800,000. The Court therefore awards Class Counsel 40% of the Gross Settlement Fund which is equal to \$320,000.

17. The Court finds the request for a case contribution award to the Class Representative is fair and reasonable and should be awarded in the amount of \$25,000.

18. The Court finds Class Counsel should be reimbursed for the out-of-pocket expenses incurred to date (\$4,942.56) and may seek additional expense reimbursement not to exceed a total cap of \$30,000 upon further application to the Court.

19. The Court finds the Settlement Administrator incurred expenses totaling \$36,200 and that amount is fair and reasonable and should be deducted from the first \$100,000 advanced by the Defendant under the Settlement Agreement.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that Class Counsel is awarded attorney fees to be paid from the Gross Settlement Fund in the amount of \$320,000.

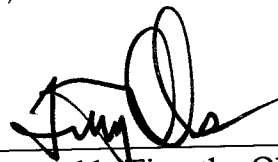
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the Class Representative is awarded a case contribution award in the amount of \$25,000.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that Class Counsel is awarded litigation expenses in the amount of \$4,942.56 and may seek additional expense reimbursement not to exceed a total cap of \$30,000 upon further application to the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the Settlement Administrator incurred expenses totaling \$36,200 and that amount is fair and reasonable and should be deducted from the first \$100,000 advanced by the Defendant.

AND FINALLY, the Court expressly finds and determines there is no just reason to delay the finality of this Judgment and, pursuant to 12 O.S. § 994(A), the Court directs the filing of this Judgment as a Final Judgment.

IT IS SO ORDERED this 12th day of July, 2019.



The Honorable Timothy Olsen
District Court Judge