

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

MCKNIGHT REALTY CO.,  
on behalf of itself and all others similarly  
situated,

Plaintiff,

v.

BRAVO ARKOMA, LLC, and  
BRAVO NATURAL RESOURCES,

Defendants.

Case No. 17-CV-00308-KEW

**EXHIBIT 1**

**DECLARATION OF GARY McKNIGHT  
ON BEHALF OF PLAINTIFF McKNIGHT REALTY CO.**

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

1. I am the president of McKnight Realty Co. (“McKnight Realty”), the Named Plaintiff and Class Representative in the above-referenced class action (the “Class Lawsuit”). I have personal knowledge of the facts set out in this Declaration based upon my personal involvement in this Class Lawsuit and on information provided to me by The Lanier Law Firm, P.C. or Rex A. Sharp, P.A. (collectively “Class Counsel”).

2. I respectfully submit this Declaration in support of final approval of the Settlement Agreement and in support of the motion for attorneys’ fees, expenses, and settlement administration expenses and my application for a case contribution award.

3. By submitting this Declaration, I neither intend to nor do waive any

protections available to me including, but not limited to, the attorney-client privilege, work product privilege or any other privileges I may have.

4. McKnight Realty Co. has owned multiple royalty interests in Oklahoma for many years including interests in wells operated by Defendants. I have received royalty payments from these companies for several years. Additionally, several members of my family own royalty interests in Oklahoma and have relied on the income generated from the sale of the minerals under the family's lands for many years.

5. After examining my check stubs without much success at understanding them, I sought legal advice from counsel experienced in investigating royalty payment practices. After discussions with Class Counsel, I decided to retain them to initiate and prosecute this Class Lawsuit. As part of that decision, Class Counsel and I discussed my commitment to fulfill the responsibilities of a Named Plaintiff and proposed Class Representative.

6. I retained Class Counsel because I believed these firms possessed the requisite expertise in complex oil and gas class litigation and had sufficient legal and financial resources to vigorously prosecute this Class Lawsuit on my behalf and on behalf of all Class Members against Defendants, which are well-funded and well-defended corporations.

7. With what I learned in conversations with Counsel, including the risks and uncertainty associated with the Class Lawsuit, the potentially significant expenses Class Counsel might incur, and the high level of representation to be provided by Class Counsel, we agreed that Class Counsel would represent me on a contingency fee

basis of 40% of any recovery obtained before an appeal and 45% after an appeal. At the time this agreement was reached, I understood a 40% contingency fee was at or below the market rate for similar actions. Class Counsel and I executed a written agreement that Class Counsel could seek a fee of 40% of any gross recovery. I understood that Class Counsel would work on a fully contingent basis and that I would not pay them hourly rates under any circumstances. My claim could not have afforded to pay the fees and expenses necessary to litigate this matter to completion on a pay-as-you-go or non-contingent fee structure.

8. I have been involved in this Class Lawsuit since before the filing of the Petition in the District Court of Pittsburg County, State of Oklahoma, on July 17, 2017. By participating in this Class Lawsuit, I hoped to obtain a monetary recovery for myself and other royalty owners in the Class who were not paid the full amount of royalty due them.

9. From making the decision to file the Petition, reviewing documents, communicating with Class Counsel, reviewing pleadings, personally participating in settlement conference, and finally approving the terms of the Settlement, I have, at all times, been informed, involved, and active in the Class Lawsuit. I have reviewed and approved all drafts of substantive pleadings prior to filing and received status reports from Class Counsel. I sought to understand all of Class Counsel's work in this case and participated in all significant decisions, including the decision to enter into the Settlement. I conferred regularly with Class Counsel throughout the Class Lawsuit and was advised of all significant matters.

10. This action was litigated for more than a year, which included document productions, document review, consultation with experts, review and analysis of complex and massive accounting information, damages modeling, and settlement negotiations, review of settlement documents, and seeking the Court's approval of the Settlement.

11. I was directly involved in the settlement negotiation process and was personally present at the settlement conference on June 20, 2018. Throughout the negotiation process, Class Counsel informed me of each development that occurred and sought and obtained approval to negotiate on behalf of the Class and myself. Class Counsel acted with my approval in all respects. Following the in-person settlement conference in Muskogee on June 20, I continued to participate in the negotiation process to finalize this Settlement Agreement, reviewing draft settlement agreements, and discussed these settlement agreements with Class Counsel prior to approving. Prior to the parties reaching an agreement to settle this matter, Class Counsel sought and obtained approval from me. I have continued to remain involved in post-settlement negotiations and review of documents and have reviewed and monitored the various settlement motions that have been (and will be) filed.

12. I believe the negotiation process resulted in an excellent settlement and a significant benefit to the Class, which provides a cash payment of \$1,300,000, which, after reduction for Monies Payable to Opt-Outs, court-approved attorneys' fees, reimbursement of litigation expenses, administration expenses, and a case contribution award, if any, to me, will be distributed to Class Members after the Settlement becomes

Final and Non-Appealable.

13. Through involvement as the Named Plaintiff in this Class Lawsuit, as well as frequent discussions with Class Counsel, I believe I understand the strengths and weaknesses of the Class' claims against Defendants. I am aware of the hurdles the Class would be required to overcome to prove liability and damages.

14. My understanding of the facts as they pertain to this Class Lawsuit, as well as my extensive interaction with Class Counsel, enables me to recommend approval of the Settlement. The Settlement is a substantial recovery for the Class under circumstances where it was possible that no recovery at all would be obtained. I fully support this Settlement as fair, reasonable and adequate for the Settlement Class.

15. I am very pleased with the efforts of Class Counsel who at all times conducted themselves with professionalism and diligence while effectively representing the interests of the Class and myself.

16. Class Counsel is collectively applying for an award of attorneys' fees out of the Settlement Proceeds, as well as reimbursement of litigation expenses reasonably and necessarily incurred in successfully prosecuting the claims in this Class Lawsuit. As a result of Class Counsel's extensive, efficient and excellent work, I have approved Class Counsel's application for a fee award equal to forty percent of the Settlement Proceeds. I have reviewed the expenses for which Class Counsel seeks reimbursement. I approve of Class Counsel's request for reimbursement of reasonable costs and expenses. I understand that if the award is granted, attorneys' fees and reimbursed expenses will be paid to Class Counsel out of the Settlement Proceeds.

17. Class Counsel's request for attorneys' fees is consistent with my negotiated fee agreement with Class Counsel, and I have been pleased with how Class Counsel conducted the Class Lawsuit and with the results achieved. Further, I support Class Counsel's request for reimbursement of Class Lawsuit expenses because, based on the information provided to me and my experience working with Class Counsel to date, I believe Class Counsel has prosecuted this Class Lawsuit in an efficient manner in light of its complexities and has incurred reasonable and necessary expenses.

18. While I will recover only my pro rata share of the Net Settlement Amount, I, as Class Representative, intend to seek a case contribution award for my representation of the Class, which will not exceed 2% of the Settlement Proceeds. This amount is based on the amount of time I dedicated to the Class Lawsuit, as well a reasonable estimate of the time I anticipate I will dedicate to the Class Lawsuit in the future. I believe that such an award is justified in this case.

19. As set forth below, I believe I actively and effectively fulfilled my obligations as a representative of the Class, complying with all demands placed on me during the prosecution and settlement of this Class Lawsuit. I reviewed draft pleadings and motions, searched for and produced records, reviewed filings, communicated regularly with Class Counsel, was personally present and participated in the mediation session and was continuously involved in the Class Lawsuit, settlement and post-settlement process. I have dedicated many hours to working on this Class Lawsuit for the Class. I also anticipate spending additional time working on this case in the future, including attending the Settlement Fairness Hearing, and, if the Court

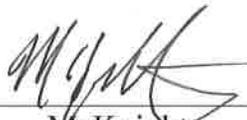
approves the settlement, I will continue to assist the Court and Class Counsel in administering the settlement. And, if there is an appeal in this case, I intend to remain involved throughout the proceedings and to continue my work as Class Representative.

20. I am not aware of any conflicts of interest I have with members of the Settlement Class. I was not promised any recovery or made any guarantees prior to filing this Class Lawsuit, nor at any time during the Class Lawsuit. I was never told, nor has there ever been any discussion, that I would obtain a case contribution award if this case was resolved by settlement or judgment, or that the amount of any award I may ask for or receive would be based upon, tied to, or in any way related to the ultimate outcome of this Class Lawsuit, or that any incentive award amount or request would be based upon, tied to, or in any way related to any request for attorneys' fees. Indeed, I would support the Settlement even if I were to receive no case contribution or incentive award; and, I would continue to act in the capacity as Class Representative. Based on these efforts and the benefits obtained for the Class, I submit that a case contribution award is fair and reasonable as compensation for the time and expense I incurred in order to obtain this Settlement on behalf of the Class.

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



Executed on: November 7, 2018

  
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Gary McKnight