

EXHIBIT 8

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

PERRY CLINE, on behalf of)
himself and all others)
similarly situated)
Plaintiff,)

v.)

Case No. 17-cv-313-JAG

SUNOCO, INC. (R&M))
and SUNOCO PARTNERS)
MARKETING & TERMINALS, L.P.,)
Defendants.)

DECLARATION OF PAUL KEITH WALKER

STATE OF OKLAHOMA)
)
)
COUNTY OF OKLAHOMA)

I, Paul Keith Walker, of lawful age, first being duly sworn upon oath, and upon personal knowledge, state as follows:

1. I am a resident of the State of Oklahoma. I own interests in Oklahoma wells and I am a Class member in the above-described case.

2. As the Court is aware, I testified during the trial in this case. I respectfully incorporate my trial testimony as if fully set forth in this Declaration. As a brief summary:

3. I have lived near Hennessey, Oklahoma for more than 40 years.

4. I, and the other living members of my family, own the mineral rights in a section of land near Hennessey, Oklahoma that my great grandfather acquired in the Land Run of 1889.

5. On March 15, 2012, I leased my mineral rights to an oil and gas exploration company in exchange for a royalty interest in the proceeds of any minerals produced therefrom. The Snowman 1-19H well was subsequently drilled on this section of land and began producing minerals in November of 2014. At all material times herein, Sunoco was responsible for paying the royalty proceeds on the oil produced by the Snowman 1-19H well.

6. In the summer of 2015, I contacted Sunoco to find out why I had not received any royalty proceeds from the oil produced from the Snowman 1-19H. Sunoco informed me that the address it had for me was incorrect.

7. Sunoco had clearly made no effort to try to find my correct address. This would not have been hard to do. All the interest owners in the Snowman 1-19H were my relatives, which Sunoco could have contacted to find me. My son lives on the section where the Snowman 1-19H

is situated. Sunoco could have found me through the information on the lease. Moreover, I'm the only Paul Walker in or around Hennessey and the phone number that I have had for nearly 40 years was listed in the Hennessey phone directory.

8. I provided the correct address to Sunoco over the phone but was informed nothing would be done until I provided my address in writing. I also asked Sunoco if I was entitled to any interest for the late royalty payments. I was informed by the Sunoco representative that I was entitled to 8% interest on the late proceeds but that I would need to submit my request for interest in writing.

9. I submitted my correct address and a request for interest to Sunoco in a letter dated July 9, 2015. Sunoco subsequently paid me the late royalty proceeds plus some interest. However, despite being told by Sunoco that I was entitled to 8% interest, Sunoco only paid me 6% interest.

10. I have subsequently learned that Sunoco's requirement that I submit a request for interest on late-paid proceeds in writing is contrary to Oklahoma law. I have also learned that the 6% interest rate that Sunoco ultimately paid me was wrong, and that Sunoco owed me 12% interest on the late-paid proceeds because the delay in payment was the result of a wrong address and not a title issue. There has never been a dispute over the title to my interest in minerals produced by the Snowman 1-19H. Sunoco was aware of this when they underpaid the interest it owed me.

11. On December 17, 2019, I was called to testify in the trial of this matter. On cross-examination, Sunoco's lawyer agreed that Sunoco should have paid me 12% interest on the late-paid proceeds from the Snowman 1-19H and apologized. Despite this, Sunoco has kept the additional interest it owes me for over seven (7) years and still has not paid it to me.

12. I am aware of the extraordinary Judgment that Class Counsel and Class Representative, Perry Cline, obtained in this case on behalf of the Class, including: 100% of the

Class' actual damages in the amount of \$80,691,486.00; punitive damages in the amount of \$75,000,000.00, plus post-judgment interest (collectively the "Judgment Fund"); and stipulated fees and cost paid by Sunoco in the amount of \$5,000,000.00, which Class Counsel intends to request the Court use as an offset to any fees or costs awarded from the Court, for a total of \$161,132,229.03.

13. I understand Class Counsel will seek attorneys' fees up to 40% of the Judgment Fund and that the amount of attorneys' fees paid from the Judgment Fund may be offset by \$4,500,000.00 in stipulated fees paid by Sunoco. I also understand Class Counsel will also seek reimbursement of litigation expenses up to \$850,000.00, and Administration, Notice, and Distribution Costs up to \$650,000.00, and that the amount of litigation expenses may be offset by up to \$500,000.00 in stipulated costs paid by Sunoco.

14. I also understand Class Representative is requesting a Case Contribution Award in an amount up to \$500,000.00.

15. First, I believe the Judgment obtained is incredible and that it provides a great result for the Class. All Class members have already received the principal payments owed to us. The actual damages award represents 100% of any interest owed to us on any late principal payments, at the highest possible rate. With the addition of punitive damages, the total value of the Judgment is almost double the amount of the Class' actual damages as determined by the Court.

16. Second, I fully support Class Counsel's request for attorneys' fees in the amount of 40% of the Judgment Fund. Until this lawsuit, I was unaware of the Oklahoma Production Revenue Standard Act and I did not know how much interest was owed to me, if any, for the late payment of proceeds made by Sunoco. When Sunoco did pay interest to me at a rate of 6%, I was unaware that I was underpaid and that I was entitled to 12% interest. However, even if I had known that I

was underpaid, I would not have had the means to hire a lawyer by the hour to pursue my claim. Moreover, my claim alone was likely not worth enough for a lawyer to pursue on a contingency basis. Therefore, without the dedication of Class Counsel, and the pursuit of our collective claims on a contingent basis, I and other Owners would remain underpaid or unpaid.

17. As a witness at the trial, I worked closely with Class Counsel to prepare and present my story to the Judge. I witnessed the time, attention, and hard work that Class Counsel put into my small role in the trial of this case. It was extraordinary. I was able to stay and watch some of the trial activities and was very impressed with the preparedness and efforts of Class Counsel. As a result of Class Counsel's efforts, even after deducting the requested fees, expenses, administration costs, and case contribution award, I understand Class members will still receive over 100% of their actual damages. This is an extraordinary result for me and for the Class and, as such, Class Counsel should receive the requested fee.

18. Third, I fully support the request for Class Representative, Perry Cline, to receive up to \$500,000.00 for his contribution to this case. I have known Perry Cline for over 40 years, and we have talked often about this matter over the past several years. I've seen first-hand how hard he has worked to pursue this matter on behalf of the Class. He has always made himself available to answer my questions about this matter and the questions of other Class members. If individuals, like Mr. Cline, did not take on the responsibility of representing classes of Owners, the benefits of a class recovery like this Judgment would not be possible for Owners. Perry Cline took Sunoco all the way through trial and multiple appeals in this case. I understand, from reviewing the Opinion of the Court in this case, that Mr. Cline rejected Sunoco's attempt to pay him his damages and end the case on behalf of the Class. He put my interests, and those of the Class, ahead of himself even after Sunoco offered to pay him all he was owed. If he had taken

their offer, I may have received nothing. By devoting substantial time and effort to this case for almost six years, Mr. Cline performed an extraordinary service for me and the Class, and I believe he should receive the requested case contribution award to compensate him for his efforts.

19. Fourth, I support the reimbursement of the requested Litigation Expenses of Class Counsel, not to exceed \$850,000.00. I believe this amount is fair and reasonable and should be awarded as Class Counsel has litigated this case since 2017 without any compensation and, as I said above, neither I nor most Class members would be able to pursue this type of case if they had to pay costs and expenses on their own.

20. Lastly, I support the requested \$650,000.00 in Judgment Administration, Notice, and Distribution Costs so the administrator and supporting experts who perform work to administer and distribute the Judgment Fund to the Class can be compensated for their efforts.

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

Executed on the 27th day of January, 2023.


Paul Keith Walker