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APPENDIX A — OPINION OF THE SUPREME COURT FOR THE STATE OF NORTH DAKOTA, FILED JULY 9, 2026

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

2026 ND 132
No. 20260050

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBECCA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs and Appellees

v.

MCGAHEY OIL LLC, RANDY MCGAHEY, PETER MCGAHEY, AND RICHARD G. DIX AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL F/K/A ELENA M. MCGAHEY,

Defendants

and

MARATHON OIL COMPANY,

Defendant and Appellee

Appendix A

and

MELISSA MCGAHEY,

Defendant and Appellant

Filed July 9, 2026

Appeal from the District Court of Dunn County, Southwest Judicial District, the Honorable Dann E. Greenwood, Judge.

AFFIRMED.

Per Curiam.

[¶1] Defendant Melissa McGahey appeals from a judgment that quieted title to certain overriding royalty interests ("subject ORRI") at issue in the Plaintiffs' (collectively, "White Star") action; that provided defendants McGahey Oil LLC, Melissa McGahey, Randy McGahey, Peter McGahey, Richard G. Dix as Personal Representative of the Estate of Marvin L. McGahey, and Elena Marie Koebel f/k/a Elena M. McGahey have no interest in the subject ORRI; that dismissed White Star's remaining claims with prejudice; and that awarded White Star attorney's fees of $11,164 against Melissa McGahey. McGahey also appeals the presiding judge's final findings and pre-filing order designating her a vexatious litigant. After this Court's temporary remand, the district court entered an amended judgment that also provided defendant Marathon Oil Company has no interest in the subject

ORRI. We summarily affirm the amended judgment under N.D.R.App.P. 35.1(a)(1), (6), and (8). We summarily affirm the pre-filing order designating McGahey a vexatious litigant under N.D.R.App.P. 35.1(a)(4) and (7). We order Melissa McGahey to pay White Star costs and attorney's fees of $22,999.50 under N.D.R.App.P. 38.

I

[¶2] On appeal, McGahey argues, among other things, that the district court lacked subject matter jurisdiction over a federal oil and gas lease interest and the Plaintiffs lacked standing to bring this action; that the court committed reversible error by entering summary judgment and final judgment against McGahey Oil LLC, while the entity was without legal representation; that she was denied due process; that the integrity of the appellate record is fundamentally compromised; and that she was deprived of a fair proceeding.

[¶3] To the extent McGahey argues that McGahey Oil LLC owns the subject ORRI, that White Star's assignment is invalid, and that White Star lacked standing to bring the action, McGahey does not cite to the record to show these issues were raised in the district court, or state her grounds for seeking review of the unpreserved issues. We conclude McGahey has failed to preserve these issues for appellate review and thus waived these issues, and we decline to address them. *See* N.D.R.App.P. 28(b)(7)(B)(ii) (requiring for each issue "citation to the record showing that the issue was preserved for review; or a statement of grounds for seeking review of an issue not preserved");

Bauer v. Adam, 2026 ND 67, ¶ 6, 33 N.W.3d 1; *see also Nodak Mut. Ins. Co. v. Ward Cnty. Farm Bureau*, 2004 ND 60, ¶ 23, 676 N.W.2d 752 ("[A] failure to object to a party's standing in the trial court and on appeal results in a waiver of the issue"); *Judson PTO v. New Salem Sch. Bd.*, 262 N.W.2d 502, 505 (N.D. 1978) (holding question of plaintiff's right to sue was waived under N.D.R.Civ.P. 12(h) when defendant failed to make a proper motion); *Vermeer Indus. of N.D. v. Bachmeier*, 486 N.W.2d 506, 508 (N.D. 1992) ("Lack of capacity to sue is not a jurisdictional defect, and a failure to raise the issue during the proceedings results in a waiver of the defense.").

[¶4] As to McGahey's argument that the district court did not have subject matter jurisdiction to adjudicate a federal lease, on this record, we conclude the district court had subject matter jurisdiction. White Star Royalty and Marathon Oil responded to McGahey's subject matter arguments with citations to relevant authority. *See BTU W. Res., Inc. v. Berenergy Corp.*, 442 P.3d 50, 54 (Wyo. 2019); *Wallis v. Pan. Am. Petroleum Corp.*, 384 U.S. 63, 70, 86 S.Ct. 1301, 16 L.Ed.2d 369 (1966); *see also Bolack v. Underwood*, 340 F.2d 816, 820 (10th Cir. 1965) ("There is no federal statute governing disputes between private individuals regarding rights to federal oil and gas leases, and in such instance, where no right of the federal government is involved, state law governs."). McGahey did not adequately brief and support her arguments on subject matter jurisdiction, particularly in response to White Star's and Marathon Oil's arguments and legal citations supporting jurisdiction. *See Diop v. Altepeter*, 2025 ND 196, ¶ 3, 27 N.W.3d 704 ("This Court does not address

inadequately briefed issues."); *State v. Gomez*, 2025 ND 60, ¶ 18, 18 N.W.3d 829 ("A party waives an issue by not providing supporting argument and, without supportive reasoning or citations to relevant authorities, an argument is without merit." (cleaned up)).

[¶5] To the extent McGahey argues the district court committed reversible error by entering summary judgment and final judgment against McGahey Oil LLC, while the entity was without legal representation, McGahey is not a proper party to represent or raise issues on behalf of McGahey Oil, and her arguments on appeal are frivolous and without merit. *See Wetzel v. Schlenvogt*, 2005 ND 190, ¶ 11, 705 N.W.2d 836 ("[A] corporation may not be represented by a non-attorney agent in a legal proceeding."). Further, to the extent McGahey argues that she was denied due process "through a communications blackout, refusal to file her motions, and cancellation of trial without notice"; that the integrity of the appellate record is "fundamentally compromised by systematic clerk misconduct"; and that she was deprived of a fair proceeding by "ex parte communications, an undisclosed conflict of interest, and a pattern of attorney irregularities," we conclude her arguments on appeal are inadequately briefed and are frivolous and wholly without merit.

[¶6] We summarily affirm the amended judgment under N.D.R.App.P. 35.1(a)(1), (6), and (8).

Appendix A

II

[¶7] McGahey appeals the district court's pre-filing order entered by the presiding judge and argues the vexatious litigant designation must be vacated because it rests on an inflated and inaccurate motion count and was entered without jurisdiction.

[¶8] Unlike interlocutory orders, "[a] pre-filing order entered by a presiding judge designating a person as a vexatious litigant may be appealed to the supreme court under N.D.C.C. § 28-27-02 and N.D.R.App.P. 4." N.D. Sup. Ct. Admin. R. 58(6)(a). Under N.D. Sup. Ct. Admin. R. 58(3)(a), "[a]t the request of a party or on the court's own motion, the presiding judge may designate a litigant as a vexatious litigant." *See also* N.D.C.C. § 28-36-04 ("The supreme court shall adopt rules to implement this [vexatious litigation] chapter."); N.D. Sup. Ct. Admin. R. 2(2) ("The presiding judge is responsible for all court services of all courts within the geographical area of the judicial district."). "This Court reviews pre-filing orders issued under N.D. Sup. Ct. Admin. R. 58 for an abuse of discretion." *In re Emelia Hirsch Tr.*, 2022 ND 224, ¶ 3, 982 N.W.2d 617 (citation omitted). We conclude the presiding judge had jurisdiction to enter the pre-filing order and the court did not abuse its discretion by designating Melissa McGahey a vexatious litigant and issuing the pre-filing order. We summarily affirm the pre-filing order under N.D.R.App.P. 35.1(a)(4) and (7); *see Bauer*, 2026 ND 67, ¶¶ 11-12, 33 N.W.3d 1.

III

[¶9] White Star moves this Court for an award of costs and attorney's fees for defending a "frivolous and bad faith appeal not grounded in fact or law."

[¶10] Under N.D.R.App.P. 38, this Court "may award just damages and single or double costs, including reasonable attorney's fees" if we determine an appeal is frivolous. *See Carpenter v. Southbay Homeowners Ass'n*, 2025 ND 114, ¶ 25, 23 N.W.3d 118 ("[W]e consider whether there is such a complete absence of facts and law that a reasonable person might not have thought this Court would render a favorable judgment on appeal." (citation omitted)). "An appeal that is flagrantly groundless or devoid of merit is frivolous." *Id.* "Where the appellant's arguments are both factually and legally so devoid of merit that [the appellant] should have been aware of the impossibility of success on appeal, an assessment of costs and attorney fees is proper." *Id.* (citation omitted). "If a party seeks more than a token amount of attorney fees, an affidavit documenting the work performed should accompany the request." *Solberg v. Hennessy*, 2024 ND 91, ¶ 4, 6 N.W.3d 820 (citation omitted). We conclude this appeal is frivolous and award costs and attorney's fees. White Star's attorney submitted an affidavit of costs and attorney's fees and an itemized statement, documenting $22,999.50 in attorney's fees. We award White Star costs and attorney's fees in the amount of $22,999.50 for defending this frivolous appeal.

Appendix A

IV

[¶11] We have considered the remaining arguments and conclude they are either without merit or unnecessary to our decision. We summarily affirm the amended judgment under N.D.R.App.P. 35.1(a)(1), (6), and (8). We summarily affirm the pre-filing order designating Melissa McGahey a vexatious litigant under N.D.R.App.P. 35.1(a)(4) and (7). We order Melissa McGahey to pay White Star costs and attorney's fees in the amount of $22,999.50 under N.D.R.App.P. 38.

[¶12] Lisa Fair McEvers, C.J.
Jerod E. Tufte
Jon J. Jensen
Douglas A. Bahr
James S. Hill, D.J.

[¶13] The Honorable James S. Hill, D.J., sitting in place of Friese, J., disqualified.

APPENDIX B — JUDGMENT OF THE SUPREME COURT FOR THE STATE OF NORTH DAKOTA, FILED JULY 9, 2026

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

Supreme Court No. 20260050
Dunn County No. 13-2023-CV-00135

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBECCA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs and Appellees

v.

MCGAHEY OIL LLC, RANDY MCGAHEY, PETER MCGAHEY, AND RICHARD G. DIX AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL F/K/A ELENA M. MCGAHEY,

Defendants

and

MARATHON OIL COMPANY,

Defendant and Appellee

Appendix B

and

MELISSA MCGAHEY,

Defendant and Appellant

Filed July 9, 2026

[¶1] This appeal was considered by the Court at the May Term of Court and an opinion was filed. The Court considered the matter.

[¶2] **IT IS ORDERED AND ADJUDGED** that the judgment of the district court is AFFIRMED under N.D.R.App.P. 35.1(a)(1), (6), and (8).

[¶3] **IT IS FURTHER ORDERED AND ADJUDGED** that the pre-filing order of the district court is AFFIRMED under N.D.R.App.P. 35.1(a)(4) and (7).

[¶4] **IT IS FURTHER ORDERED AND ADJUDGED** that White Star Royalty Company, White Star Energy, Inc., St. Andrews Royalties, LLC, Pecos Bend Royalties, LLLP, Silverado Oil and Gas, LLP, Rebecca Yarborough, Sharon E. Michie, KMP Resources, LLC, SOOL, Ltd., and JCS Family, LP, and Marathon Oil Company have and recover from Melissa McGahey costs and disbursements on this appeal under N.D.R.App.P. 39, to be taxed and allowed in the court below.

[¶5] **IT IS FURTHER ORDERED AND ADJUDGED** that White Star Royalty Company have and recover

attorney's fees in the amount of $22,999.50 from Melissa McGahey under N.D.R.App.P. 38.

[¶6] This judgment will be final upon disposition of a petition for rehearing, if any is filed, or when the time for filing such petition has expired and the mandate of this Court issued.

[¶7] This judgment, together with the opinion of the Court, constitutes the mandate of the Supreme Court on the date it is issued to the district court under N.D.R.App.P. 41.

[¶8] Dated: 7/9/2026

Lisa K. Fair McEvers
Chief Justice

APPENDIX C — MEMORANDUM DECISION ON PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT OF THE NORTH DAKOTA DISTRICT COURT FOR THE SOUTHWEST JUDICIAL DISTRICT, COUNTY OF DUNN, FILED JUNE 16, 2025

STATE OF NORTH DAKOTA
IN DISTRICT COURT
COUNTY OF DUNN
SOUTHWEST JUDICIAL DISTRICT

Case No. 13-2023-CV-00135

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBBECA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs,

vs.

MCGAHEY OIL LLC, MELISA MCGAHEY, RANDY MCGAHEY, AND RICHARD G. DIX. AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL, F/K/A ELENA M. MCGAHEY, AND MARATHON OIL COMPANY

Filed June 16, 2025

Appendix C

MEMORANDUM DECISION ON PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

[1] The underlying action is one to quiet title to certain overriding royalty interests. This matter comes before the Court on Plaintiff's motion for partial summary judgment.

[2] The action was initially filed on July 27, 2023. A stipulated Scheduling Order was entered on October 26, 2023, wherein it was ordered, among other things: 1) the parties shall have until April 17, 2024 to serve discovery requests; and 2) all pretrial motions shall be filed not later than 28 days prior to the pre-trial conference. The pretrial conference was initially set for April 29, 2025; and the order for continuance mentioned herein did not extend those dates.

[3] In their Answer to Plaintiff's Amended Complaint, Defendants Melissa McGahey and McGahey Oil LLC, challenged Plaintiff's right to quiet title to the property with general denials and/or assertions they lack sufficient knowledge to form a conclusion as to the Plaintiff's allegations.

[4] In support of its motion for summary judgment, Plaintiff filed Defendants' Melissa McGahey's and McGahey Oil LLC's Responses to Plaintiff's Interrogatories (Doc #s 54 & 55). Interrogatory #4 inquired, "[i]dentify any and all documents that you believe support the responses contained in your Answer." Both Defendants' Melissa

McGahey and McGahey Oil LLC responded, after asserting a general objection:

> Without waiving the foregoing objection, McGahey [or McGahey Oil] has only recently come across a bank statement that shows consideration was paid and received for the interest in this case. McGahey no longer disputes the transaction took place and the assignees in Dunn County Doc #3055859, or their successors, would be the current owners.

[5] Furthermore, any and all other responses to interrogatories requesting information about the basis for those Defendants' interest in the subject real property interest simply referenced the aforementioned response to Interrogatory # 4.

[6] Defendants Melissa McGahey and McGahey Oil LLC, responded to the motion for summary judgment with essentially the same position, i.e. that they no longer dispute the transaction took place and the assignees in Dunn County Doc #3055859, or their successors, would be the current owners; but they noted a scriveners error (see below), and asserted summary judgement quieting title to all but the real property erroneously included as a result of the scriveners error, should be granted.

[7] Oral argument on the Plaintiff's motion or partial summary judgment was held on January 8, 2025. At the time of such argument, the Court noted Elena Koebel, whom appeared from the record to have an unresolved

marital interest in the property which is the subject of this action, was in default but no default judgment had been entered against her. That issue has been resolved, as the Court has since entered an Order for default judgment quieting title in favor of Plaintiff in the subject property and against Elena Koebel.

[8] The Court further noted at that time, there also was an apparent unresolved scrivener's error in the Assignment of Overriding Royalties dated January 2, 2012, which is the basis of Plaintiff's interest in the real property which is the subject of this litigation. This assignment referenced the SE1/4NE1/4 of Section 14, Twn 143 North, Range 96 West, whereas the originating Assignment dated October 5, 1977, and the root basis for this action, referenced the SE1/4NW1/4 of Section 14, Twn 143 North, Range 96 West. While the Plaintiff argues all parties acknowledge that such was a scrivener's error, no steps to reform the Assignment have been undertaken; and that issue remains unresolved.

[9] Defendant Marathon Oil Company takes no position on Plaintiff's motion for summary judgment and notes that Plaintiff doesn't, by its motion for summary judgment, seeking any relief as against Marathon Oil Company.

[10] None of the other pro se Defendants have entered an appearance in this action nor responded to the Plaintiff's motion for summary judgment.

[11] On April 11, 2025, counsel for McGahey Oil LLC and Melisa McGahey moved for permission to withdraw. By

an order dated April 15, 2025, the Court allowed counsel for McGahey Oil LLC and Melisa McGahey to withdraw.

[12] It is important to note in the context of the Plaintiff's motion for summary judgment, no steps have been taken to modify the aforementioned discovery responses prepared by previous counsel for McGahey Oil LLC and Melisa McGahey. Furthermore, in their untimely response to the Plaintiff's motion for summary judgment, Defendants' Melissa McGahey and McGahey Oil LLC, acknowledge, with the exception of the real property erroneously included as a result of the scrivener's error, Plaintiff is the rightful owner of the overriding royalties which are the subject of this litigation; and neither Melissa McGahey's or McGahey Oil LLC has taken any steps to modify that acknowledgement since their previous counsel withdrew.

ANALYSIS

[13] Our Supreme Court has recently held:

> "Summary judgment is appropriate if reasonable minds could reach only one conclusion on the evidence submitted." *Id.*
>
> > "Summary judgment is a procedural device for the prompt resolution of a controversy on the merits without a trial if there are no genuine issues of material fact or inferences that can reasonably be drawn from undisputed facts, or if the only issues to be resolved are questions of law. A party

> moving for summary judgment has the burden of showing there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. In determining whether summary judgment was appropriately granted, we must view the evidence in the light most favorable to the party opposing the motion, and that party will be given the benefit of all favorable inferences which can reasonably be drawn from the record. On appeal, this Court decides whether the information available to the district court precluded the existence of a genuine issue of material fact and entitled the moving party to judgment as a matter of law. Whether the district court properly granted summary judgment is a question of law which we review de novo on the entire record."

SWMO LLC v. Eagle Rigid Spans Inc., 2019 ND 207, ¶ 7, 932 N.W.2d 120 (quoting *Baker Boyer Nat'l Bank v. JPF Enter., LLC*, 2019 ND 76, ¶ 9, 924 N.W.2d 381) (cleaned up). "The party resisting summary judgment must present competent admissible evidence that raises an issue of material fact, and if appropriate, must draw the court's attention to relevant documents in the record containing evidence raising an issue of material fact. A district court may not weigh the evidence, determine credibility or attempt to discern the truth of the matter

> when ruling on a summary judgment motion. Deciding an issue on summary judgment is improper if the court must draw inferences or make findings on disputed facts." *SWMO*, ¶ 8.

ICON HD, LLC v. Nat'l Sports Opportunity Partners, LLC, 2025 ND 95, ¶ 10

[14] Applying the standard set forth in the ICON HD, LLC v. Nat'l Sports Opportunity Partners, LLC case, supra, and based upon the following:

1. The entry of default judgment quieting title to the real property in question in favor of Plaintiff an against Elena Koebel;

2. The unrevised acknowledgments by McGahey Oil LLC and Melisa McGahey, either in discovery responses or their response to the motion for summary judgment, they no longer dispute the transaction took place and the assignees in Dunn County Doc #3055859, or their successors, would be the current owners of the real property interest in question except that erroneously included as a result of the scrivener's error;

3. The fact Marathon Oil Company takes no position on the Plaintiff's motion for summary judgment; and

4. The fact none of the other pro se Defendants have entered an appearance or responded to the Plaintiff's motion for summary judgment;

The Court concludes, albeit in a rather simplistic fashion, Plaintiff is entitled to summary judgment quieting title in the subject property, with the exception of the real property erroneously included as a result of the scrivener's error, in favor of Plaintiff and against all of the Defendants.

[15] Citing the case of Freidig v. Weed, 2015 ND 215, ¶ 11, 868 N.W.2d 546, Plaintiff suggests this Court can summarily reform the assignment which included the scrivener's error and quiet title in that real property interest which all parties allegedly acknowledge was intended to be conveyed. The Court is not persuaded. That case involved an action which was initially commenced as one to reform a deed whereas, in this action, there were no allegations suggesting a basis for reformation nor any prayer for relief seeking reformation. Therefore, that issue is not before the Court.

[16] Counsel for Plaintiff is directed to prepare such Orders as necessary to memorialize this Memorandum Decision.

Dated this 16th day of June, 2025.

BY THE COURT:

/s/ Dann Greenwood
Dann Greenwood
District Judge

APPENDIX D — MEMORANDUM DECISION ON DEFENDANT, MARATHON'S MOTION FOR SUMMARY JUDGMENT OF THE NORTH DAKOTA DISTRICT COURT FOR THE SOUTHWEST JUDICIAL DISTRICT, COUNTY OF DUNN, FILED JUNE 16, 2025

STATE OF NORTH DAKOTA
IN DISTRICT COURT
COUNTY OF DUNN
SOUTHWEST JUDICIAL DISTRICT

Case No. 13-2023-CV-00135

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBBECA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs,

vs.

MCGAHEY OIL LLC, MELISA MCGAHEY, RANDY MCGAHEY, AND RICHARD G. DIX AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL, F/K/A ELENA M. MCGAHEY, AND MARATHON OIL COMPANY

Filed June 16, 2025

Appendix D

MEMORANDUM DECISION ON DEFENDANT, MARATHON'S MOTION FOR SUMMARY JUDGMENT

[1] The underlying action is one to quiet title to certain overriding royalty interests. This matter comes before the Court on Defendant, Marathon Oil Company's (herein after "Marathon") motion for partial summary judgment.

[2] In the Amended Complaint, Plaintiffs claims: 1) in Count I, they are entitled to judgment quieting title as against all Defendants in certain overriding royalty interests; 2) in Count II, they are entitled to declaratory judgment declaring that Marathons is obligated to pay overriding royalties as a result of an Assignment dated effective January 1, 2012 and, an accounting of royalties due, a declaratory judgment holding Marathon must pay such royalties and interest and for an accounting; 3) in Count IV, a separate claim for an accounting against Marathon for the royalties allegedly due Plaintiffs; and 4) in Count V, for an injunction requiring Marathon to place royalties due to Plaintiffs in an interest bearing account pending completion of this litigation.

[3] A primary focus of Marathon's motion for summary judgment has to do with its argument that N.D.C.C. § 47-16-39.1 is inapplicable to overriding royalties. However, Marathon first asserts it is not an appropriate party defendant in an action to quiet title because it claims no interest in the subject of this litigation, i.e., the overriding royalties. Marathon further argues, neither damages nor an accounting is available through declaratory judgment and, the issue of an injunction is effectively moot.

[4] Oral argument on the marathon's motion for summary judgment was held on January 8, 2025, At the time of such argument, the Court noted Elena Koebel, whom appeared from the record to have an unresolved marital interest in the property, which is the subject of this action, was in default but that no default judgment had been entered against her. That issue has been resolved, as the Court has since entered an order for default judgment quieting title in favor of Plaintiffs in the subject property and against Elena Koebel.

[5] The Court further noted at that time, there also was an apparent unresolved scrivener's error in the Assignment of Overriding Royalties dated January 2, 2012, which is the basis of Plaintiffs' interest in the real property which is the subject of this litigation. That assignment referenced the SE1/4NE1/4 of Section 14, Twn 143 North, Range 96 West, whereas the originating Assignment dated October 5, 1977, and the root basis for this action, referenced the SE1/4NW1/4 of Section 14, Twn 143 North, Range 96 West. While the Plaintiffs argue all parties acknowledge such was a scrivener's error, no steps to reform the Assignment have been undertaken; and this issue remains unresolved.

[6] None of the other pro se Defendants have entered an appearance in this action nor responded to Marathon's motion for summary judgment.

Appendix D

ANALYSIS

[7] Our Supreme Court has recently held:

> "Summary judgment is appropriate if reasonable minds could reach only one conclusion on the evidence submitted." *Id.*
>
> > "Summary judgment is a procedural device for the prompt resolution of a controversy on the merits without a trial if there are no genuine issues of material fact or inferences that can reasonably be drawn from undisputed facts, or if the only issues to be resolved are questions of law. A party moving for summary judgment has the burden of showing there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. In determining whether summary judgment was appropriately granted, we must view the evidence in the light most favorable to the party opposing the motion, and that party will be given the benefit of all favorable inferences which can reasonably be drawn from the record. On appeal, this Court decides whether the information available to the district court precluded the existence of a genuine issue of material fact and entitled the moving party to judgment as a matter of law. Whether the district court properly granted summary judgment

> is a question of law which we review de novo on the entire record."
>
> *SWMO LLC v. Eagle Rigid Spans Inc.*, 2019 ND 207, ¶ 7, 932 N.W.2d 120 (quoting *Baker Boyer Nat'l Bank v. JPF Enter., LLC*, 2019 ND 76, ¶ 9, 924 N.W.2d 381) (cleaned up). "The party resisting summary judgment must present competent admissible evidence that raises an issue of material fact, and if appropriate, must draw the court's attention to relevant documents in the record containing evidence raising an issue of material fact. A district court may not weigh the evidence, determine credibility or attempt to discern the truth of the matter when ruling on a summary judgment motion. Deciding an issue on summary judgment is improper if the court must draw inferences or make findings on disputed facts." *SWMO*, ¶ 8.

ICON HD, LLC v. Nat'l Sports Opportunity Partners, LLC, 2025 ND 95, ¶ 10.

QUIET TITLE

[8] Section 32-17-05, N.D.C.C., provides:

> In an action to determine adverse claims, all persons appearing of record to have estates or interests in, or liens or encumbrances upon, the property, and all persons in possession, may be joined as defendants, and all others may be

> joined by inserting in the title of the action the following: "All other persons unknown claiming any estate or interest in, or lien or encumbrance upon, the property described in the complaint".

[9] In Count I of its complaint, Plaintiffs seek to quiet title to the overriding royalty interest. Although the caption for, and allegations in, Count I indicate it is directed against all defendants, Marathon is not specifically mentioned. In its brief in support of motion for partial summary judgment, Plaintiffs acknowledges, "For its part, Marathon does not claim any interest in the ORRI"; and Marathon specifically denies any interest in the overriding royalties which are the subject of this litigation.

[10] Therefore, the Court concludes it is unnecessary to address this issue.

DAMAGES and/or ACCOUNTING – Count II

[11] Marathon argues, as a matter of law, an action for declaratory judgment cannot seek damages. Section 32-23-02, N.D.C.C., provides:

> Any person interested under a deed, will, written contract, or other writings constituting a contract, or whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and may

> obtain a declaration of rights, status, or other legal relations thereunder.

[12] Addressing the availability of supplemental relief pursuant to N.D.C.C. § 32-23-08, in an action for declaratory judgment, the North Dakota Supreme Court held in the case of Funke v. Aggregate Const., Inc., 2015 ND 123, ¶ 14, 863 N.W.2d 855, "courts have recognized this provision contemplates a prevailing party in a declaratory judgment may seek further relief in the form of monetary damages or other coercive or injunctive relief." Section 32-23-02, N.D.C.C., provides:

> Further relief based on a declaratory judgment or decree may be granted whenever necessary or proper. The application therefor shall be by petition to a court having jurisdiction to grant the relief. If the application is deemed sufficient, the court, on reasonable notice, shall require any adverse party whose rights have been adjudicated by the declaratory judgment or decree to show cause why further relief should not be granted forthwith.

[13] The Funke v. Aggregate Const., Inc., case, supra, goes on to say:

> N.D.C.C. § 32-23-08, the court may grant "supplemental relief" after entry of a declaratory judgment when "necessary and proper":

Appendix D

> *Further relief based on a declaratory judgment or decree* may be granted whenever necessary or proper. The application therefor shall be by petition to a court having jurisdiction to grant the relief. If the application is deemed sufficient, the court, on reasonable notice, shall require any adverse party *whose rights have been adjudicated* by the declaratory judgment or decree to show cause why further relief should not be granted forthwith.

[14] A simplistic view of such might lead one to believe it is appropriate to include such relief in a declaratory judgment. However, a more complete reading of that case at ¶¶ 12 – 16, leads the Court to conclude that N.D.C.C. § 32-23-02 does not permit the Court to enter judgment declaring that a party is entitled to damages. Rather, that case stands for the rule,

> [t]he supplemental relief provision applies when the additional relief is requested after a declaratory judgment has been granted to supplement or enforce the declaratory judgment. [citations omitted]. The provision does not apply, however, when the nondeclaratory supplemental relief is requested in the original complaint together with the declaratory relief [citations omitted].

[15] Based upon such case, the Court GRANTS Marathon's motion for summary judgment against

Plaintiffs insofar as they seek, in Count II, a declaratory judgment against Marathon for damages and/or an accounting. This portion of the Court's ruling does not specifically preclude Plaintiffs' right, if any, to seek damages or accounting by any Count other than Count II.

DAMAGES PURSUANT to N.D.C.C. § 47-16-39.1

[16] Plaintiffs' claim, based upon N.D.C.C. 47-16-39.1, they are entitled to 18% interest from Marathon on all unpaid or suspended royalties. Section 47-16-39.1(1), N.D.C.C., provides:

> The obligation arising under an oil and gas lease to pay oil or gas royalties to the mineral owner or the mineral owner's assignee, to deliver oil or gas to a purchaser to the credit of the mineral owner or the mineral owner's assignee, or to pay the market value thereof is of the essence in the lease contract, and breach of the obligation may constitute grounds for the cancellation of the lease in cases in which it is determined by the court that the equities of the case require cancellation. If the operator under an oil and gas lease fails to pay oil or gas royalties to the mineral owner or the mineral owner's assignee within one hundred fifty days after oil or gas produced under the lease is marketed and cancellation *of* the lease is not sought or if the operator fails to pay oil or gas royalties to an unleased mineral interest owner within one hundred fifty days after oil or

> gas production is marketed from the unleased mineral interest owner's mineral interest, the operator thereafter shall pay interest on the unpaid royalties, without the requirement that the mineral owner or the mineral owner's assignee request the payment of interest, at the rate of eighteen percent per annum until paid. If the aggregate amount is less than fifty dollars, the operator may remit semiannually to a person entitled to royalties the aggregate of six months' monthly royalties. The district court for the county in which the oil or gas well is located has jurisdiction over any proceeding brought under this section. The prevailing party in any proceeding brought under this section is entitled to recover court costs and reasonable attorney's fees. This section does not apply if mineral owners or their assignees elect to take their proportionate share of production in kind, in the event of a dispute of title existing that would affect distribution of royalty payments, or if a mineral owner cannot be located after reasonable inquiry by the operator; however, the operator shall make royalty payments to those mineral owners whose title and ownership interest is not in dispute.

[17] It does not appear the North Dakota Supreme Court has addressed this issue. Marathon asks the Court to determine as a matter of law that N.D.C.C. 47-16-39.1 does not apply to overriding royalties. Marathon cites the case of SunBehm Gas, Inc. v. Equinor Energy, LP,

No. 1:19-CV-94, 2020 WL 2025355, at *5 (D.N.D. Apr. 27, 2020) wherein the Federal Magistrate for the District of North Dakota held, "As matter of law, the Court finds that N.D.C.C. § 47-16-39.1 does not apply to holders of overriding royalty interests."

[18] Marathon did not cite the more recent case of M G Expl., LLC v. XTO Energy Inc., No. 1:22-CV-200, 2024 WL 4635221, at *4 (D.N.D. Oct. 30, 2024), wherein the Federal District Court for North Dakota followed the SunBehm Gas, Inc. v. Equinor Energy, LP case, as its motion predated the issuance thereof. The Court in M G Expl., LLC v. XTO Energy Inc., held:

> In *SunBehm Gas, Inc. v. Equinox Energy, LP*, the court found that overriding royalty interest owners cannot collect the statutory 18% interest under N.D.C.C. § 4716-39 because the statute only permits "mineral owners or the mineral owner's assignee" to collect the 18% penalty interest on unpaid royalties. 2020 WL 2025355, at *5 (D.N.D. Apr. 27, 2020). The court explained that overriding royalty interests are different than royalty interests owned by mineral owners. In *Sandy River Res., LLC v. Hess Bakken Invs. II, LLC*, the Court concluded:
>
> > The Court finds *SunBehm* persuasive. The plain language of the statute provides the penalty is only due to the mineral owner or the assignee. When an oil and gas lease

> is executed the mineral owner conveys a working interest to the operator and retains the owner's royalty interest. Id. at *3. A working interest gives the operator the right to develop the minerals. Id. An overriding royalty interest is carved out of the working interest created by an oil and gas lease and gives its owner a right to a share of production. Id. An overriding royalty interest is not an ownership interest in the minerals themselves. Slawson Expl. Co., Inc. v. Nine Point Energy, LLC, 966 F.3d 775, 780 (8th Cir. 2020).

2023 WL 1801958 at * 2 (D.N.D. Feb. 7, 2023).

MG argues the legislative history of N.D.C.C. § 47-1639.1 supports applying the statute to overriding royalty interests. However, under North Dakota law the Court cannot consider extrinsic evidence, such as legislative history, unless it determines that the statute is ambiguous. See Farmers Union Mut. Ins. Co. v. Associated Elec. & Gas Ins. Servs. Ltd., 2007 ND 135, 31 9, 737 N.W.2d 253. Section 47-16-39.1 is unambiguous. By its plain terms the statute only applies to mineral owners or their assignees. The Court cannot consider the legislative history in interpreting the statute. Accordingly, MG is not entitled to the 18% penalty interest under N.D.C.C. § 47-16-39.1.

[19] The referenced case of Slawson Expl. Co., Inc. v. Nine Point Energy, LLC, 966 F.3d 775, 781 (8th Cir. 2020), citing SunBehm Gas, Inc. v. Equinor Energy, LP, supra, explains,

> [1] Like other royalty interests, overriding royalty interests give the owner the right to a share of the oil and gas production. However, they are carved out of the working interest created by an oil and gas lease and thus the ownership interest arises from the lease, not from ownership of the subsurface minerals.

[20] This Court finds that analysis persuasive. Because the plain language of N.D.C.C. § 47-16-39.1 indicates that it applies to "[t]he obligation arising under an oil and gas lease to pay oil or gas royalties to the mineral owner or the mineral owner's assignee", and because the aforementioned Federal Court decisions addressing North Dakota law, very clearly explain that an overriding royalty interest is not an ownership interest in the minerals themselves, the Court finds as matter of law N.D.C.C. § 47-16-39.1 does not apply to holders of overriding royalty interests.

[21] Therefore, applying the standard set forth in the ICON HD, LLC v. Nat'l Sports Opportunity Partners, LLC case, supra, the Court concludes that marathon is entitled to summary judgment Plaintiff's Amended Complaint insofar as Plaintiffs seek damages pursuant to N.D.C.C. § 47-16-39.1.

Appendix D

Right to an Accounting – Count IV

[221 In Count IV of its Amended Complaint, Plaintiffs demand an accounting from Marathon based upon its failure to pay or suspension of payments of royalties. Marathon asserts Plaintiffs have no right to an accounting, citing Petro-Hunt, L.L.C. v. Tank, 2024 ND 46, ¶ff 35-36, 4 N.W.3d 526, 537-38, reh'g denied (Apr. 25, 2024) and Stockmen's Ins. Agency, Inc. v. Guarantee Rsrv. Life Ins. Co. of Hammond, Indiana, 217 N.W.2d 455, 459-60 (N.D. 1974) among other cases.

[23] In Stockmen's Ins. Agency, Inc. v. Guarantee Rsrv. Life Ins. Co. of Hammond, Indiana, the North Dakota Supreme Court held:

> The right to an accounting in all cases is a preliminary question which must be answered in the affirmative before the actual accounting is ordered. A party is not entitled to an accounting simply because he demands that remedy. Rather, the party claiming the relief, the plaintiff in this instance, has the burden of proving its right to the accounting. If not so proved, there is no right to an accounting and the cause is to be dismissed. Stuber v. Taylor, 200 N.W.2d 276 (N.D.1972); Munce v. Munce, 77 S.D. 594, 96 N.W.2d 661 (1959); 1 C.J.S. Accounting s 39, pages 677-678, and s 40, pages 680-681; 1 Am.Jur.2d, Accounts & Accounting, Section 62, page 436.

[24] The Supreme Court, in Petro-Hunt, L.L.C. v. Tank, held:

> Generally, an equitable accounting "is never ordered as a matter of course." *Stuber v. Taylor*, 200 N.W.2d 276, 280 (N.D. 1972).
>
> > Equitable jurisdiction for an accounting may be invoked when (1) there is a fiduciary relationship between the parties, accompanied by a duty on the part of the defendant to render an account, (2) there are mutual accounts, or, if the account is all on one side, the account is complicated, and (3) there is a need for discovery.
>
> *Ritter, Laber & Assocs., Inc. v. Koch Oil, Inc.*, 2004 ND 117, ¶ 31, 680 N.W.2d 634 (citing *Stuber*, at 280); 1 Am. Jur. 2d *Accounts and Accounting*, § 54 (1994). "A court may also assume jurisdiction for an accounting if there is some other basis for equitable jurisdiction." *Id.*; *see also Stuber*, at 280; 1 Am. Jur. 2d *Accounts and Accounting* at § 54.
>
> "Whether the plaintiff has established a right to an accounting and the existence of a relationship sufficient to support that right are questions of fact, which the court must determine." 1A C.J.S. *Accounting* § 59. However, "[a] necessary prerequisite to the right to maintain a suit for equitable accounting

> is the absence of an adequate remedy at law." 1 Am. Jur. 2d *Accounts and Accounting* § 52. "The touchstone for equity is the lack of an adequate legal remedy." *Lonesome Dove Petroleum, Inc. v. Holt*, 889 F.3d 510, 516 (8th Cir. 2018) (quoting *Superior, Inc. v. Behlen Mfg. Co.*, 2007 ND 141, ¶ 17, 738 N.W.2d 19, 26 (citation omitted)). "Courts 'should tread carefully when entering the realm of equitable remedies, fashioning them only when directed to do so by statutes and court rules, when there is no adequate legal remedy, or when the equitable remedy is better adjusted to render complete justice.'" *Id.* (quoting *Burr v. Trinity Med. Ctr.*, 492 N.W.2d 904, 908 (N.D. 1992)).

[25] Plaintiffs, in their response to Marathon's motion for summary judgment, don't allege the existence of a fiduciary relationship between Plaintiffs and Marathon. Neither have Plaintiffs identified in the record any admissible evidence from which it might be inferred that there is such a fiduciary relationship.

[26] In addition, based upon such cases as Petro-Hunt, L.L.C. v. Tank, and Come Big or Stay Home, LLC v. EOG Res., Inc., 2012 ND 91, ¶ 25, 816 N.W.2d 80, it is the Court's sense and conclusion as a matter of law, there is not necessarily a fiduciary relationship or relationship or trust between an operator and owner of overriding royalty interest absent other circumstances Plaintiffs have not identified or otherwise shown to exist here.

[27] The Court expects Plaintiffs' request for an accounting may, at least in part, have been based upon an assumption they were entitled to the relief provided by N.D.C.C. § 47-16-39.1 and the implication such would create a complicated accounting situation. However, the Court has concluded that N.D.C.C. § 47-16-39.1 does not apply.

[28] In any event, the Plaintiffs have not specifically alleged there is a complicated situation warranting an accounting. At most, Plaintiffs cited case law addressing that subject in a general sense. Neither have Plaintiffs identified in the record any admissible evidence from which it might be inferred that there is a complicated situation warranting an accounting.

[29] Neither have the Plaintiffs alleged they have an inadequate remedy at law; and they have not identified in the record any admissible evidence from which it might be inferred that they have an inadequate remedy at law.

[30] Lastly, the Plaintiffs have not specifically alleged there is a particular need for a discovery or that regular discovery methods are insufficient to determine what, if any, damages are due. At most they made a conclusory allegation in the context of an assertion that the spread sheet Marathon provided was insufficient. Neither have Plaintiffs identified in the record any admissible evidence from which it might be inferred there is a particular need for a discovery or that regular discovery methods are insufficient to determine what, if any, damages are due.

Appendix D

See Stuber v. Taylor, 200 N.W.2d 276, 280 (N.D. 1972), which holds:

> ... an accounting is never ordered as a matter of course. Historically such an action was first founded in law, but the delay, complexity and cost of an accounting action generally made the equity courts a more adequate forum. Convenience and efficiency are not the only criteria, however.

See, also, 1 Am. Jur. 2d Accounts and Accounting § 56, which provides:

> An accounting is a species of disclosure, predicated upon the plaintiff's legal inability to determine how much money, if any, is due; thus, the purpose of the accounting is, in part, to discover what, if any, sums are owed to the plaintiff, and an accounting maybe used as a discovery device. However, equitable jurisdiction does not exist merely because the plaintiff desires information which he or she could obtain through discovery. Thus, a party must show a need for discovery through an accounting, and an accounting is unnecessary where regular discovery methods are sufficient to determine the amounts at issue.

[31] In view of Plaintiffs' failure to allege and/or to identify in the record any of the foregoing, the Court concludes and finds the Plaintiffs have not demonstrated

there are any genuine issues of material fact as concerns the Count IV request for an accounting which would preclude summary judgment.

[32] Therefore, applying the standard set forth in the ICON HD, LLC v. Nat'l Sports Opportunity Partners, LLC case, supra, the Court concludes Marathon is entitled to summary judgment on Count IV of Plaintiffs' Amended Complaint insofar as Plaintiffs seek an accounting.

Right to an Injunctive Relief – Count V

[33] Plaintiffs have taken no steps to accomplish any sort of temporary or preliminary injunction as contemplated by Rule 65 N.D.R.Civ.P. Further, Plaintiffs' response to Marathon's motion for summary judgment as it pertains to injunctive relief does not provide meaningful support by argument or identification of evidence in the record to support their right to injunction. Rather, it appears to the Court they have abandoned that request for relief.

[34] In any event, the Court concludes and finds, the Plaintiffs have failed to show that any genuine issues of material fact exist or that they have the right to judgment as a matter of law as concerns their Count V request for injunctive relief.

[35] Therefore, applying the standard set forth in the ICON HD, LLC v. Nat'l Sports Opportunity Partners, LLC case, supra, the Court concludes Marathon is entitled to summary judgment on Count V of Plaintiffs' Amended Complaint insofar as Plaintiffs request injunctive relief.

[36] Counsel for Marathon is directed to prepare such Orders as necessary to memorialize this Memorandum Decision.

Dated this 16th day of June, 2025.

BY THE COURT:

/s/ Dann Greenwood
Dann Greenwood
District Judge

APPENDIX E — ORDER GRANTING PLAINTIFFS' MOTION OF THE NORTH DAKOTA DISTRICT COURT FOR THE SOUTHWEST JUDICIAL DISTRICT, COUNTY OF DUNN, FILED JULY 1, 2025

STATE OF NORTH DAKOTA
IN DISTRICT COURT
COUNTY OF DUNN
SOUTHWEST JUDICIAL DISTRICT

Case No. 13-2023-CV-00135

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBBECA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs,

v.

MCGAHEY OIL LLC, MELISSA MCGAHEY, RANDY MCGAHEY, PETER MCGAHEY, AND RICHARD G. DIX AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL F/K/A ELENA M. MCGAHEY, AND MARATHON OIL COMPANY,

Defendants.

Filed July 1, 2025

Appendix E

ORDER GRANTING PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND GRANTING DEFENDANT MARATHON'S MOTION FOR SUMMARY JUDGMENT

[¶1] Pursuant to the Court's Memorandum Decision on Plaintiffs' Motion for Summary Judgment (Index # 240), the Court hereby ORDERS:

1. Plaintiffs' motion for partial summary judgment is GRANTED and title to the disputed four percent (4%) overriding royalty interest in Federal Lease Serial No. M-37651 ("ORRI") formerly owned by McGahey Oil LLC is quieted in the assignees of that assignment dated January 3, 2012, (recorded on January 12, 2012 as Document No. 3055859) (the "Assignment"), and/or their successors and assigns of record, in the proportions set forth in the Assignment, as to the following tracts of land located in Dunn County, North Dakota:

   Township 148 North, Range 96 West
   Section 14: SW/4, W/2SE/4
   Section 15: Lots 1, 2, W/2NW/4, N/2SW/4, S/2SE/4
   Section 22: Lots 1 thru 5, SW/4NW/4, N/2SW/4, SW/4SW/4, S/2SE/4
   Section 23: Lots, 1, 3, 4, SW/4NE/4, N/2NW/4, SE/4NW/4, N/2SE/4
   Section 24: SE/4NE/4, SW/4NW/4, SW/4SW/4, E/2SE/4
   Section 25: NE/4, E2NW/4
   Section 26: Lots 3, 4, 7
   Section 27: E/2NE/4, SE/4NW/4, NE/4SE/4

2. Defendants McGahey Oil LLC, Melissa McGahey, Randy McGahey, Peter McGahey, and Richard G. Dix as Personal Representative of the Estate of Marvin L. McGahey, Elena Marie Koebel f/k/a Elena M. McGahey do not own any interest in the ORRI in the tracts listed above.

3. For the reasons stated in the Court's Memorandum Decision on Plaintiffs' Motion for Summary Judgment (Index # 240), at this time, the Court declines to quiet title to the ORRI as to Section 14: SE/4NW/4 due to any scrivener's error in the Assignment.

[¶ 2] Pursuant to the Court's Memorandum Decision on Defendant, Marathon's Motion for Summary Judgment (Index # 239), the Court hereby ORDERS that Marathon's motion for summary judgment is GRANTED. The Court dismisses with prejudice Plaintiffs' claims against Defendant Marathon Oil Company ("Marathon") for declaratory judgment (Count II), accounting (County IV), and Injunctive Relief (Count V), as well as Plaintiffs' requests for damages or for interest under N.D.C.C. § 47-16-39.1 against Marathon. Nothing in this Order affects any claim for damages asserted by Plaintiffs against Defendants other than Marathon.

[¶ 3] Upon resolution of the remaining claims in this case, this Order shall be incorporated in a final judgment.

7/1/2025 10:31:20 AM

/s/ Dann Greenwood
By – The Honorable Judge Dann Greenwood
Judge of the District Court

APPENDIX F — JUDGMENT OF THE NORTH DAKOTA DISTRICT COURT FOR THE SOUTHWEST JUDICIAL DISTRICT, COUNTY OF DUNN, FILED DECEMBER 19, 2025

STATE OF NORTH DAKOTA
IN DISTRICT COURT
COUNTY OF DUNN
SOUTHWEST JUDICIAL DISTRICT

Case No. 13-2023-CV-00135

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBECCA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs,

v.

MCGAHEY OIL LLC, MELISSA MCGAHEY, RANDY MCGAHEY, PETER MCGAHEY, AND RICHARD G. DIX AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL F/K/A ELENA M. MCGAHEY, AND MARATHON OIL COMPANY,

Defendants.

Appendix F

Filed December 19, 2025

JUDGMENT

[¶1] The Court entered an Order for Judgment contemporaneously with this Judgment, such Order for Judgment addressing all issues in this matter.

[¶2] THEREFORE, IT IS HEREBY **ORDERED, ADJUDGED** AND **DECREED** as follows:

1. Title to the disputed four percent (4%) overriding royalty interest ("ORRI") in Federal Lease Serial No. M-37651, formerly owned by McGahey Oil LLC, and/or Elena Marie Koebel f/k/a Elena M. McGahey, is quieted in the assignees of the Assignment dated January 3, 2012 (recorded January 12, 2012 as Document No. 3055859), and/or their successors and assigns of record, in the proportions set forth in the Assignment and subject to any subsequent conveyances of record, as to, and only as to, the following lands located in Dunn County, North Dakota:

   Township 148 North, Range 96 West
   Section 14: SW1/4, W1/2SE1/4
   Section 15: Lots 1, 2, W1/2NW1/4, N1/2SW1/4, S1/2SE1/4
   Section 22: Lots 1, 2, 3, 4, 5, SW1/4NW1/4, N1/2SW1/4, SW1/4SW1/4, S1/2SE1/4
   Section 23: Lots 1, 3, 4, SW1/4NE1/4, N1/2NW1/4, SE1/4NW1/4, N1/2SE1/4

Section 24: $SE^1/_4NE^1/_4$, $SW^1/_4NW^1/_4$, $SW^1/_4SW^1/_4$, $E^1/_2SE^1/_4$
Section 25: $NE^1/_4$, $E^1/_2NW^1/_4$
Section 26: Lots 3, 4, 7
Section 27: $E^1/_2NE^1/_4$, $SE^1/_4NW^1/_4$, $NE^1/_4SE^1/_4$

2. Defendants McGahey Oil LLC, Melissa McGahey, Randy McGahey, Peter McGahey, Richard G. Dix as Personal Representative of the Estate of Marvin L. McGahey, and Elena Marie Koebel f/k/a Elena M. McGahey have no interest in said overriding royalty interest as to the above-described tracts.

3. Plaintiffs' claims against Marathon for declaratory judgment, accounting, injunctive relief, damages, and interest are **DISMISSED WITH PREJUDICE.**

4. Plaintiffs' claims against McGahey Oil LLC, Melissa McGahey, Randy McGahey, Peter McGahey, Richard G. Dix as Personal Representative of the Estate of Marvin L. McGahey, and Elena Marie Koebel f/k/a Elena M. McGahey for slander of title and declaratory judgment, to the extent the declaratory judgment claim was not part of the Plaintiffs' quiet title claim, are **DISMISSED WITH PREJUDICE.**

5. Plaintiffs' remaining claims, including quiet title to Township 148 North, Range 96 West, Section 14: SE/4NW/4 and any claims for damages

against Defendants other than Marathon, are **DISMISSED WITH PREJUDICE.**

6. Judgment is awarded against Melissa McGahey and in favor of the Plaintiffs in the amount of $11,164.00 pursuant to the Court's Order for Award of Attorney's Fees dated June 5, 2025 (Dkt. No. 238).

[¶3] WITNESS, the Honorable Hon. Dann Greenwood, Judge of District Court, Dunn County, North Dakota, and my hand and seal of said Court.

12/19/2025 10:59:19 AM

/s/ Stephanie Kling-Dep.
Clerk of District Court
Dunn County District Court

APPENDIX G — ORDER ON REMAND GRANTING PLAINTIFF'S MOTION OF THE NORTH DAKOTA DISTRICT COURT FOR THE SOUTHWEST JUDICIAL DISTRICT, COUNTY OF DUNN, FILED FEBRUARY 27, 2026

STATE OF NORTH DAKOTA
IN DISTRICT COURT
COUNTY OF DUNN
SOUTHWEST JUDICIAL DISTRICT

Case No. 13-2023-CV-00135

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBBECA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs,

vs.

MCGAHEY OIL LLC, MELISA MCGAHEY, RANDY MCGAHEY, AND RICHARD G. DIX. AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL, F/K/A ELENA M. MCGAHEY, AND MARATHON OIL COMPANY STATE OF NORTH DAKOTA IN DISTRICT COURT

Filed February 27, 2026

Appendix G

ORDER ON REMAND GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST MARATHON OIL COMPANY

[1] For reasons set forth in its memorandum decision dated June 16, 2025, the Court held it was unnecessary to address that part of Plaintiff's partial motion for summary judgment which dealt with its claim, in Count 1, for quiet title against Defendant, Marathon Oil Company. The North Dakota Supreme Court, concluding that "[t]here is no determination relating to the claim of quiet title raised against Marathon" remanded the matter to this Court "for the limited purpose of resolving the Plaintiff's quiet title claim against Marathon."

[2] In Marathon Oil Company's brief in support of its response to Plaintiff's motion for summary judgment, as well as in its brief in support of its own motion for summary judgment, it asserted that Marathon Oil Company "does not claim an interest in the Subject ORRI."

[3] Consequently, there is no issue of material fact as concerns Plaintiff's partial motion for summary judgment which dealt with its claim, in Count 1, for quiet title against Defendant, Marathon Oil Company.

[4] Therefore, the Court HEREBY GRANTS Plaintiff's partial motion for summary judgment which dealt with its claim, in Count 1, for quiet title against Defendant, Marathon Oil Company as concerns the Subject overriding royalty interest (ORRI).

Appendix G

Dated this 27th day of February, 2026

BY COURT:

/s/ Dann Greenwood
Dann Greenwood, District Judge

APPENDIX H — AMENDED JUDGMENT OF THE SOUTHWEST JUDICIAL DISTRICT COURT OF THE STATE OF NORTH DAKOTA, FILED MARCH 23, 2026

STATE OF NORTH DAKOTA
SOUTHWEST JUDICIAL DISTRICT
COUNTY OF DUNN

Case No. 13-2023-CV-00135

WHITE STAR ROYALTY COMPANY, WHITE STAR ENERGY, INC., ST. ANDREWS ROYALTIES, LLC, PECOS BEND ROYALTIES, LLLP, SILVERADO OIL AND GAS, LLP, REBBECA YARBOROUGH, SHARON E. MICHIE, KMP RESOURCES, LLC, SOOL, LTD., AND JCS FAMILY, LP,

Plaintiffs,

v.

MCGAHEY OIL LLC, MELISSA MCGAHEY, RANDY MCGAHEY, PETER MCGAHEY, AND RICHARD G. DIX AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARVIN L. MCGAHEY, ELENA MARIE KOEBEL F/K/A ELENA M. MCGAHEY, AND MARATHON OIL COMPANY,

Defendants.

Filed March 23, 2026

Appendix H

AMENDED JUDGMENT

[¶1] On December 19, 2025, the Court entered an Order for Judgment and Judgment in this matter. (Dkt. No. 296 and 297). On February 26, 2026, this case was temporarily remanded by the North Dakota Supreme Court to the Court for the limited purpose of resolving Plaintiffs' quiet title claim against Marathon Oil Company. (Dkt. 302). On February 27, 2026, the Court issued its Order On Remand Granting Plaintiff's Motion For Summary Judgment Against Marathon Oil Company. (Dkt. 303) (the "Order On Remand").

[¶2] Consistent with the Order On Remand issued on February 27, 2026, and the Judgment entered on December 19, 2025, the Court hereby issues this Amended Judgment.

[¶3] THEREFORE, IT IS HEREBY **ORDERED, ADJUDGED** AND **DECREED** as follows:

1. Title to the disputed four percent (4%) overriding royalty interest ("ORRI") in Federal Lease Serial No. M-37651, formerly owned by McGahey Oil LLC, and/or Elena Marie Koebel f/k/a Elena M. McGahey, is quieted in the assignees of the Assignment dated January 3, 2012 (recorded January 12, 2012 as Document No. 3055859), and/or their successors and assigns of record, in the proportions set forth in the Assignment and subject to any subsequent conveyances of record, as to, and only as to, the following lands located in Dunn County, North Dakota:

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Township 148 North, Range 96 West

Section 14: SW¼, W½SE¼

Section 15: Lots 1, 2, W½NW¼, N½SW¼, S½SE¼

Section 22: Lots 1, 2, 3, 4, 5, SW¼NW¼, N½SW¼, SW¼SW¼, S½SE¼

Section 23: Lots 1, 3, 4, SW¼NE¼, N½NW¼, SE¼NW¼, N½SE¼

Section 24: SE¼NE¼, SW¼NW¼, SW¼SW¼, E½SE¼

Section 25: NE¼, E½NW¼

Section 26: Lots 3, 4, 7

Section 27: E½NE¼, SE¼NW¼, NE¼SE¼

2. Defendants McGahey Oil LLC, Melissa McGahey, Randy McGahey, Peter McGahey, Richard G. Dix as Personal Representative of the Estate of Marvin L. McGahey, and Elena Marie Koebel f/k/a Elena M. McGahey have no interest in said overriding royalty interest as to the above-described tracts.

3. Consistent with the Order On Remand, Defendant Marathon Oil Company has no interest in said overriding royalty interest as to the above-described tracts.

4. Plaintiffs' claims against Marathon for declaratory judgment, accounting, injunctive relief, damages, and interest, to the extent they were not part of

the Plaintiffs' quiet title claim, are **DISMISSED WITH PREJUDICE.**

5. Plaintiffs' claims against McGahey Oil LLC, Melissa McGahey, Randy McGahey, Peter McGahey, Richard G. Dix as Personal Representative of the Estate of Marvin L. McGahey, and Elena Marie Koebel f/k/a Elena M. McGahey for slander of title and declaratory judgment, to the extent the declaratory judgment claim was not part of the Plaintiffs' quiet title claim, are **DISMISSED WITH PREJUDICE.**

6. Plaintiffs' remaining claims, including quiet title to Township 148 North, Range 96 West, Section 14: SE/4NW/4 and any claims for damages against Defendants other than Marathon, are **DISMISSED WITH PREJUDICE.**

7. Judgment is awarded against Melissa McGahey and in favor of the Plaintiffs in the amount of $11,164.00 pursuant to the Court's Order for Award of Attorney's Fees dated June 5, 2025 (Dkt. No. 238).

[¶4] WITNESS, the Honorable Hon. Dann Greenwood, Judge of District Court, Dunn County, North Dakota, and my hand and seal of said Court.

/s/ Stephanie Kling-Dep.
Clerk of District Court
Dunn County District Court

APPENDIX I — NOTICE OF THE UNITED STATES DEPARTMENT OF THE INTERIOR, DATED OCTOBER 7, 2009

UNITED STATES DEPARTMENT
OF THE INTERIOR

BUREAU OF LAND MANAGEMENT
Montana State Office

In Reply Refer To:

NDM 37651
(MT9222.MM)

October 7, 2009

NOTICE

TRANSFER OF OVERRIDING ROYALTY RETURNED

You filed a transfer of overriding royalty in this office on September 4, 2009, affecting interests in oil and gas lease NDM 37651. The transfer of overriding royalty has been accepted for filing and placed in the lease file for record purposes.

Only one copy of a transfer of overriding royalty is required to be filed for our records. The additional copies of the transfer are being returned to Marilyn K. Crandall.

You submitted an $80 filing fee for the transfer of overriding royalty. The filing fee for overriding royalties

is $10. We have authorized a refund of the excess filing fee in the amount of $70.

If you have questions concerning this correspondence, you may contact Mary Mack at (406) 896-5090, or FAX (406)-896-5292.

/s/ Mary A. Mack
for Teri Bakken, Chief
Fluids Adjudication Section

AFFIDAVIT OF SERVICE

SUPREME COURT OF THE UNITED STATES

No. ___

----------X

MELISSA MCGAHEY,

Petitioner,

v.

WHITE STAR ROYALTY COMPANY, ET AL.,

Respondents.

----------X

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, Julie Connor, being duly sworn according to law and being over the age of 18, upon my oath depose and say that:

I am retained by Counsel of Record for *Petitioner*.

That on the 7th day of October, 2026, I served the within *Petition for a Writ of Certiorari* in the above-captioned matter upon:

Joshua A. Swanson
Jeffrey P. Sprout
Vogel Law Firm
218 NP Avenue
P.O. Box 1389
Fargo, ND 58107
701-237-6983
jswanson@vogellaw.com
jsprout@vogellaw.com
Counsel for Respondents White Star Royalty Company; White Star Energy, Inc.; St. Andrews Royalties, LLC; Pecos Bend Royalties, LLLP; Silverado Oil & Gas, LLP; KMP Resources, LLC; SOOL, Ltd.; JCS Family, LP; Rebecca Yarborough; and Sharon E. Michie

Paul J. Forster
Erik J. Edison
Crowley Fleck PLLP
100 West Broadway Ave., Suite 250
P.O. Box 2798
Bismarck, ND 58502-2798
701-223-6585
pforster@crowleyfleck.com
ejedison@crowleyfleck.com
Counsel for Respondent Marathon Oil Company

McGahey Oil, LLC
P.O. Box 2265
Centennial, CO 80161
Unrepresented respondent served directly by mail at its last known address

by sending three copies of same, addressed to each individual respectively, through U.S.P.S. Priority Mail.

That on the same date as above, I sent to this Court forty copies and 1 unbound copy of the within *Petition for a Writ of Certiorari* and three hundred dollar filing fee check through the Two Day Federal Express, postage prepaid.

That on the 7th day of October, 2026, an electronic version was served by email to each individual. The petition has not been submitted through the Court's electronic filing system.

All parties required to be served have been served.

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

Executed on this 7th day of October, 2026.

Julie Connor

Julie Connor

Sworn to and subscribed before me
this 7th day of October, 2026.

Mariana Braylovskiy

MARIANA BRAYLOVSKIY
Notary Public State of New York
No. 01BR6004935
Qualified in Richmond County
Commission Expires March 30, 2030