

IN THE DISTRICT COURT OF PAWNEE COUNTY  
STATE OF OKLAHOMA

JAMES ADAMS, on behalf of himself  
and other Oklahoma citizens similarly  
situated,

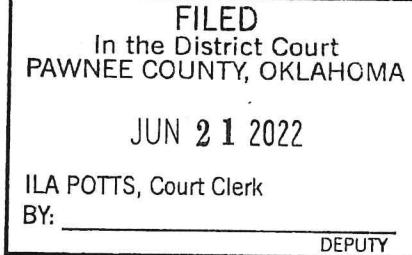
Plaintiff,

v.

(1) EAGLE ROAD OIL LLC,  
(2) CUMMINGS OIL COMPANY,  
(3) TERRITORY RESOURCES, LLC,  
(4) ENERVEST OPERATING, L.L.C.,  
(5) EAGLE ROAD, L.L.C.,  
(6) PETROQUEST ENERGY, LLC, and  
(7) TRINITY OPERATING (USG), LLC,

Defendants.

Case No. CJ-2016-00078



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\*\* UNOPPOSED \*\*

PLAINTIFFS' MOTION TO PRELIMINARILY APPROVE  
CLASS ACTION SETTLEMENT WITH EAGLE ROAD LLC  
AND INCORPORATED MEMORANDUM OF LAW

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COMES NOW the Plaintiff and Class Representative James Adams and the Settlement Class ("Plaintiffs"), and move, unopposed, for the Court to provide preliminary settlement approval of a class resolution with Eagle Road LLC ("Eagle Road") and the notice plan to Settlement Class Members.

Pursuant to 12 O.S. §2023 E., Plaintiffs and Eagle Road have negotiated a Settlement Agreement provided as Exhibit 1 to this unopposed motion.

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

**JAMES ADAMS, on behalf of himself  
and other Oklahoma citizens similarly  
situated,**

**Plaintiff,**

**v.**

**(1) EAGLE ROAD OIL LLC,  
(2) CUMMINGS OIL COMPANY,  
(3) TERRITORY RESOURCES, LLC,  
(4) ENERVEST OPERATING, L.L.C.,  
(5) EAGLE ROAD, L.L.C.,  
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Pursuant to 12 O.S. §2023 E., Plaintiffs and Eagle Road have negotiated a Settlement Agreement provided as **Exhibit 1** to this unopposed motion.

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## MEMORANDUM OF LAW

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The Plaintiffs and Eagle Road (the “Settling Parties”) met in mediation with Joeseph Paulk of Dispute Resolution Consultants, and mediation was successful. Thereafter, the Settling Parties negotiated the Settlement Agreement. **Exhibit 1.**

Under 12 O.S. §2023 E., this Court must determine whether the Settlement is preliminarily fair, adequate, and reasonable. Further, this Court must also determine whether the Class Notice and notice plan is reasonable and appropriate. This memorandum demonstrates the proposed Settlement is deserving of preliminary settlement approval, and the notice plan is appropriate as well.

### I: FACTUAL INTRODUCTION

The operative petition alleges that a swarm of seismicity occurring near Pawnee on or about September 3, 2016 through on or about November 14, 2016, was caused by the Defendants’ wastewater disposal operations and devastated properties in Oklahoma. Plaintiffs further contend that science shows that this induced seismicity was part of a sequence of wastewater disposal induced earthquakes that began much earlier, and still occur in present times.

Further, within the settlement the parties are also resolving several individual actions involving this seismicity near Pawnee, and also seismicity occurring closer to Cushing, Oklahoma. Within the Settlement Agreement, all earthquakes, foreshocks, and

aftershocks arising from the 5.8m earthquake near Pawnee on September 3, 2022, and the 5.0m earthquake near Cushing, and all earthquakes with epicenters within 50 miles of Pawnee, Oklahoma, from November 15, 2014 until the Settlement is approved by this Court and receives finality are being resolved.

Plaintiffs allege that these sequences of earthquakes near Pawnee and Cushing did not occur naturally, but instead were caused by wastewater disposal operations nearby and caused Plaintiffs to suffer continuing damages. Eagle Road disputes all of these allegations.

However, this proposed class resolution resolves all the issues and claims between the Settling Parties, and provides \$850,000 in cash relief to the Settlement Class. The Settlement Class is defined as follows:

The Class Representative, Plaintiffs, and all persons municipalities, county governments, or tribal governments, who own or owned real property within the borders Oklahoma or have or had a property interest therein between November 15, 2014 through the Effective Date (the “Settlement Class Period”), and which suffered earthquake damages from earthquakes, foreshocks and aftershocks arising from the Cushing Earthquake and the Pawnee Earthquake with epicenters within 50 miles of Pawnee, Oklahoma.

Excluded from the Settlement Class are the following:

- a) Any of the Settling Defendant or its owners, directors, officers, employees, and/or agents, the judge presiding over this action and his immediate family members;
- b) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

## **II: LAW AND ARGUMENT**

Pursuant to 12 O.S. §2023 E., Plaintiffs move for preliminary settlement approval of the Settlement attached as **Exhibit 1**.

### **1. The Purpose of Preliminary Settlement Approval.**

In reaching settlement of a class action, “[t]he settlement shall first be preliminarily approved by the court.” *Thonen v. McNeil-Akron, Inc.*, 661 F. Supp. 1271, 1279 (N.D. Ohio 1987). The purpose of such a determination is to “determine whether the proposed settlement is ‘within the range of possible approval.’” *Armstrong v. Board of School Directors of the City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). See also H. Newberg, Newberg On Class Actions (3d ed. 1993) §11.25; Manual for Complex Litigation, Second §30.44 (1985). As one court observed, “this determination is similar to a determination that there is ‘probable cause’ to think the settlement is fair and reasonable.” *Alaniz v. California Processors, Inc.*, 73 F.R.D. 269, 273 (N.D. Cal. 1976).

### **2. The Settlement is Preliminarily Fair, Reasonable, and Adequate.**

Plaintiffs present this Settlement under 12 O.S. §2023 E., which provides that “the claims, issues or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval.” By this motion, the Settling Parties seek preliminary approval of the Settlement, and if approved, will then negotiate a notice plan and procedure for providing Settlement Class Members with proper notice of their agreement. Once that is done, the Settling Parties will seek the Court's approval of same.

At present, the Settling Parties only seek preliminary approval of the proposed

settlement. In determining whether a settlement is reasonable, the trial court's primary task is to evaluate the terms of the settlement in relation to the strength of the plaintiff's case. *Bayhylle v. Jiffy Lube Intern., Inc.*, 2006 OK CIV APP 130, ¶11, 146 P.3d 856, 859.

Here, Plaintiffs have developed scientific proof through geophysicists that the sequence of seismicity around Pawnee and Cushing since as early as March of 2015 was not an act of God, but instead was induced by wastewater disposal operations by certain defendants. The science is solid and has been around since the 1960s. While Plaintiffs are resolute in their belief that their claims have substantial merit, they also understand that litigation is risky and uncertain.

The parties here engaged an experienced and independent mediator to assist them in reaching an arms-length, fair, adequate and just class action resolution. Indeed, Joeseph Paulk of Dispute Resolution Consultants was perfectly suited to mediate the claims, and he successfully mediated the Settlement presented to this honorable Court with this motion.

The Settlement provides \$850,000.00 in cash benefits to the Settlement Class, which is a substantial benefit to the Settlement Class considering Eagle Road's inability to sustain any judgment against it here.

### **3. The Proposed Notice Plan Deserves Court-Approval.**

12 O.S. §2023 E. requires the Court to direct notice in a reasonable manner to all class members who would be bound by the proposal. The Settlement Agreement provides a reasonable notice plan and reasonable notice to the Settlement Class in several ways.

First, the proposed settlement class notice and plan were previously and successfully used in other earthquake class litigation before Honorable Judge Lori Walkley presiding over *Cooper v. New Dominion*, Lincoln County District Court, Case No. CJ-15-0024. With some slight differences, which were designed to increase exposure of the settlement notice, the Class Notice and notice plan are the same here.

The full Class Notice is provided at **Exhibit D** to the Settlement Agreement (Exhibit 1), and this agreed Internet Notice, which will be posted on a website dedicated to the Settlement for purposes of notice and claims administration.

Second, the Settlement Administrator will also ensure that a summary of this notice is published in at least The Oklahoman, Tulsa World, The Pawnee Chief, and the Cushing Citizen.

Third, Class Counsel shall ensure that a nationwide press release is issued that also notifies the Settlement Class of this resolution, advises them of the legal rights, and directs them to ways they may obtain more information. Additionally, the Settling Parties expect media coverage of this Settlement as has previously occurred during the course of this litigation.

Fourth, the Settling Parties have also agreed on Internet and social media advertising geared to advise the Settlement Class of the Settlement and their legal rights related to it, and direct them to the Class Notice on the Settlement's dedicated website.

These methods of notice are more fully described in the Settlement Agreement, and are reasonable methods of notice for the members of the Settlement Class and deserving of this Court's approval.

4. Appointment of the Settlement Administrator and Settlement Class Counsel.

Finally, Plaintiffs move for approval of their selection of KCC as the Settlement Administrator and Scott Poynter as Settlement Class Counsel. KCC has been retained by undersigned counsel to publish the Class Notice and effect the negotiated notice plan. Attached as **Exhibit 2** is KCC's qualifications to serve as Settlement Administrator, and thus, it is clearly deserving of the appointment. Further, Plaintiffs also seek Scott Poynter for this Court's appointment as Settlement Class Counsel, and his resume' attached as **Exhibit 3** demonstrates his adequacy to serve in such capacity.

III: CONCLUSION

The proposed Settlement is preliminarily fair and reasonable and deserving of preliminary settlement approval, and the Class Notice and plan are also reasonable under the statute. Further, KCC is deserving for appointment as the Settlement Administrator, and Mr. Poynter is deserving for appointment as Settlement Class Counsel.

DATED: June 20, 2022

Respectfully Submitted,



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Scott Poynter, OBA # 34220  
**Poynter Law Group**  
407 President Clinton Ave.  
Suite 201  
Little Rock, AR 72201  
T: (501) 812-3943

scott@poynterlawgroup.com

Billy Joe Ellington  
Attorney at Law  
PO Box 491  
Pawnee, OK 74058  
T: (918) 762-2589  
[bjelaw33@gmail.com](mailto:bjelaw33@gmail.com)

Diana Gjonaj  
**Weitz & Luxenberg, P.C.**  
Admitted *pro hac vice*  
3011 W. Grand Blvd., 24th Floor  
Detroit, MI 48202  
T: (313) 800-4167  
[dgjonaj@weitzlux.com](mailto:dgjonaj@weitzlux.com)

Richard N. Laminack  
Russ Brudner  
LAMINACK, PIRTLE & MARTINES, LLP  
5020 Montrose Boulevard, 9<sup>th</sup> Floor  
Houston, Texas 77006  
Tel: 713-292-2750  
Fax: 713-292-2755  
[rickl@lpm-triallaw.com](mailto:rickl@lpm-triallaw.com)  
[russb@lpm-triallaw.com](mailto:russb@lpm-triallaw.com)

Counsel for Plaintiffs

#### **CERTIFICATE OF SERVICE**

I certify that on the day of June 20, 2022, I caused to be served a copy of the foregoing document upon the following counsel by electronic mail and with a request that anyone wishing a hard copy to follow by first-class mail to so advise. Counsel in this matter communicate by email regularly.

Kenneth H. Blakley  
Jacqueline Stone  
Jason Reese  
**Edinger Leonard & Blakley, PLLC**  
6301 N. Western Ave., Suite 250  
Oklahoma City, OK 73118  
[kblakley@elbattorneys.com](mailto:kblakley@elbattorneys.com)  
[JStone@elbattorneys.com](mailto:JStone@elbattorneys.com)  
[jreese@elbattorneys.com](mailto:jreese@elbattorneys.com)

Steven J. Adams  
Ryan Pittman  
**Gable Gotwals**  
1100 ONEOK Plaza  
100 W. Fifth Street  
Tulsa, OK 74103-4217  
sadams@gablelaw.com  
rpittman@gablelaw.com

Greg A. Castro  
Mark K. Stonecipher  
**Fellers, Snider, Blakenship, Bailey & Tippens, P.C.**  
100 N. Broadway, Suite 1700  
Oklahoma City, OK 73102  
GCastro@FellersSnider.com  
MStonecipher@FellersSnider.com

Patrick Stein  
J. Todd Woolery  
**McAfee & Taft, P.C.**  
211 N. Robinson Ave.  
Oklahoma City, OK 73102  
patrick.stein@mcafeetaft.com  
todd.woolery@mcafeetaft.com

Trevor R. Henson  
**Barrow & Grimm**  
110 W. 7<sup>th</sup> St., Suite 900  
Tulsa, OK 74119  
t.henson@barrowgrimm.com

*Attorneys for Defendants*



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Scott Poynter

# **EXHIBIT 1**

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

**JAMES ADAMS, on behalf of himself  
and other Oklahoma citizens similarly  
situated,**

**Plaintiff,**

**v.**

**(1) EAGLE ROAD OIL LLC,  
(2) CUMMINGS OIL COMPANY,  
(3) TERRITORY RESOURCES, LLC,  
(4) ENERVEST OPERATING, L.L.C.,  
(5) PETRO WARRIOR, L.L.C.,  
(6) PETROQUEST ENERGY, LLC, and  
(7) TRINITY OPERATING (USG), LLC,**

**Defendants.**

**Case No. CJ-2016-00078**

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**SETTLEMENT AGREEMENT**

**Between the Class Representative and the Settlement Class,  
and Defendant Eagle Road Oil LLC**

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The undersigned Parties hereby stipulate and agree, subject to the approval of the Court pursuant to 12 Okla. St. Ann. § 2023, that this Action, as defined herein below, shall be partially settled, compromised, and dismissed with prejudice as to Eagle Road Oil, LLC ("Eagle Road"), pursuant to the terms and conditions set forth in this Settlement Agreement.

## RECITALS

WHEREAS James Adams is the named Plaintiff and the Class Representative in the Action and seeks to recover damages on behalf of himself and similarly situated persons arising from earthquakes that have occurred in and around the Pawnee, Oklahoma area.

WHEREAS on November 17, 2016, Class Representative James Adams brought this suit against Defendants Eagle Road Oil LLC and Cummings Oil Company, and John Does 1-25.

WHEREAS on August 27, 2018, Plaintiff amended his petition naming other companies as an additional Defendants Territory Resources, LLC, EnerVest Operating, L.L.C., Petro Warrior, L.L.C., Petroquest Energy, LLC and Trinity Operating (USG), LLC;

WHEREAS, Eagle Road is also named as a defendant in several individually brought mass actions, which are as follows (hereafter, "Individual Actions"):

*Robert W. Mottinger, et al v. Crown Energy Company, et al., Kay County, OK, Case No. CJ-2021-18 - Judge Lee Turner;*

*James Butler, et al. v. Berexco LLC, et al., Payne County, OK, Case No. CJ-2017-469 - Judge Phillip C. Corley*

*Aaron Matthew Caldwell, et al. vs. Berexco LLC, et al., Payne County, OK. Case No. CJ-2018-499 - Judge Phillip C. Corley*

*Jarrod James Cooper, et al. vs. Berexco LLC, et al., Payne County, K. Case No. CJ- 2018-500 - Judge Phillip C. Corley*

*David Bonar, et al. vs. Berexco LLC, et al., Oklahoma County, OK. Case No. CJ- 2018-5145 - Judge Natalie Mai*

*Michelle Harvey, et al. vs. Cher Oil Company Ltd., et al., Oklahoma County, OK. Case No. CJ-2018-5146 - Judge Richard Ogden*

*A. J. James, et al. vs. Cher Oil Company Ltd., et al., Oklahoma County, OK.* Case No. CJ-2020-4852 - Judge Richard Ogden

*Susan L. Jones, et al. vs. Berexco LLC, et al., Oklahoma County, OK.* Case No. CJ- 2018-5141 - Judge Sheila Stinson

*Karen Nelson, et al. vs. Cher Oil Company Ltd., et al., Oklahoma County, OK.* Case No. CJ-2020-4854 - Judge K. Nikki Kirkpatrick

*George L. Oravetz, et al. vs. Cher Oil Company Ltd., et al., Oklahoma County, OK.* Case No. CJ-2020-4853 - Judge Don Andrews

*Carol Steele, et al. vs. Cher Oil Company Ltd., et al., Oklahoma County, OK.* Case No. CJ-2020-4850 - Judge Anthony L. Bonner

*Adrian Anderson, et al. vs. Cher Oil Company Ltd., et al., Tulsa County, OK.* Case No. CJ-2020-3579 - Judge Doug Drummond

*Dorothy Dooley, et al. vs. Cher Oil Company Ltd., et al., Tulsa County, OK.* Case No. CJ-2020-3578 - Judge William D. LaFortune

Leroy Peters. et al. vs. Berexco, LLC, et al., Tulsa County, OK. Case No. CJ-2018-5139 – Judge Caroline Wall

WHEREAS, each of the individual Plaintiffs named in the Individual Actions is included in the definition of "Plaintiffs" in this Agreement, and further, are members of the Settlement Class as defined herein, and thus, are bound by the terms of this Agreement;

WHEREAS, this Agreement's purpose is to settle all claims against Eagle Road arising from earthquakes that have occurred to the Effective Date within a radius of 50 miles of Pawnee, Oklahoma, and beginning as early as November 15, 2014, including all of claims asserted in this Action and the Individual Actions in one global class action resolution pursuant to 12 O.S. §2023;

WHEREAS Eagle Road is a named Defendant in the Action and is engaged in certain wastewater disposal operations in Oklahoma;

WHEREAS the Plaintiffs, the Class Representative and Settlement Class Members (hereafter, collectively defined as the "Plaintiffs") are persons that owned residential or commercial real estate properties within the borders of Oklahoma from March 3, 2015 through the time the Settlement Class is certified for purposes of this Settlement, ("Settlement Class Period"), and which suffered earthquake damages from earthquakes up to the Effective Date of this Agreement and with epicenters within a 50 mile radius of Pawnee, Oklahoma.

WHEREAS the Plaintiffs and Eagle Road are the only parties to this Agreement (hereafter, the "Parties").

WHEREAS the Plaintiffs allege, generally, that wastewater disposal wells operated by Eagle Road contributed to causing the earthquakes within 50 miles of Pawnee, Oklahoma and occurring within the Settlement Class Period;

WHEREAS Eagle Road disputes and denies all of the allegations made by the Plaintiffs;

WHEREAS the Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of the claims and defenses against Eagle Road;

WHEREAS the Plaintiffs nevertheless have concluded that, in light of the risks, costs and delay of litigation of the matters in dispute, particularly in class action proceedings, and in the desire to provide relief to the Settlement Class sooner rather than

later, this Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

WHEREAS Eagle Road denies the validity of the claims alleged in this Action, denies all allegations of wrongdoing and liability, and denies causation of damages to the Plaintiffs;

WHEREAS Eagle Road nevertheless has concluded that, in light of the risks, costs and disruption of litigation, this Settlement is appropriate on the terms and conditions set forth herein;

WHEREAS the Parties mediated the claims in the Action with Mr. Joseph Paulk of Dispute Resolution Consultants and reached this Settlement, in principle, at the conclusion of mediation, and thereafter, the parties negotiated the specific terms of this Settlement;

NOW, THEREFORE, the Parties stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement; for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; and subject to the approval of the Court, this Action shall be fully and finally settled and dismissed with prejudice as between the Plaintiffs and Eagle Road only, and pursuant to the following terms and conditions:

#### **ARTICLE I- DEFINITIONS**

As used in this Settlement Agreement and the documents attached hereto as exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1.1 "Action" means this civil action entitled *Adams v. Eagle Road, et al.*, pending in the District Court of Pawnee County and having the Case No. CJ-2016-78.

1.2 "Individual Actions" shall mean:

*Robert W. Mottinger, et al v. Crown Energy Company, et al.*, Kay County, OK, Case No. CJ-2021-18 - Judge Lee Turner;

*James Butler, et al. v. Berexco LLC, et al.*, Payne County, OK, Case No. CJ-2017-469 - Judge Phillip C. Corley

*Aaron Matthew Caldwell, et al. vs. Berexco LLC, et al.*, Payne County, OK. Case No. CJ-2018-499 - Judge Phillip C. Corley

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*Dorothy Dooley, et al. vs. Cher Oil Company Ltd., et al., Tulsa County, OK.*  
Case No. CJ-2020-3578 - Judge William D. LaFortune

*Leroy Peters. et al. vs. Berexco, LLC, et al., Tulsa County, OK. Case No. CJ-2018-5139*  
- Judge Caroline Wall

1.3 "Settlement Class" or "Settlement Class Definition" means:

The Class Representative, Plaintiffs, and all persons municipalities, county governments, or tribal governments, who own or owned real property within the borders Oklahoma or have or had a property interest therein between November 15, 2014 through the Effective Date (the "Settlement Class Period"), and which suffered earthquake damages from earthquakes, foreshocks and aftershocks arising from the Cushing Earthquake and the Pawnee Earthquake with epicenters within 50 miles of Pawnee, Oklahoma.

Excluded from the Settlement Class are the following:

- a) Any of the Settling Defendant or its owners, directors, officers, employees, and/or agents, the judge presiding over this action and his immediate family members;
- b) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

1.4 The "Settlement Class Period" shall be from November 15, 2014 through the Effective Date.

1.5 "Class Representative" or "Plaintiff" means James Adams.

1.6 "Court" means the District Court of Pawnee County, Oklahoma.

1.7 "Pawnee Earthquake" shall mean the 5.8m earthquake occurring on September 3, 2016, with an epicenter approximately 9 miles to the northwest of Pawnee, Oklahoma.

1.8 “Cushing Earthquake” shall mean the 5.0m earthquake occurring on November 6, 2016, with an epicenter approximately 3 miles to the west of Cushing, Oklahoma.

1.9 “Effective Date” means the first date by which all of the following events shall have occurred: (a) the Court has entered the Preliminary Approval Order; (b) the Court has entered the Final Approval Order; and (c) the Final Approval Order has become Final.

1.10 “Fees and Costs Application” means that written motion or application by which Class Counsel requests that the Court award attorney’s fees and costs.

1.11 “Final” means that the Final Approval Order has been entered on the docket by the Court for this Settlement Agreement as to the parties to this Settlement Agreement and (a) the time to appeal from such order has expired and no appeal has been timely filed, (b) if such an appeal has been filed, it has finally been resolved and has resulted in an affirmation of the Final Approval Order, or (c) the Court, following the resolution of the appeal, enters a further order or orders approving settlement on the terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

1.12 “Final Approval Hearing” means the hearing at which the Court shall, among other things: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement Agreement and all responses thereto; (c) rule on any pending Fees and Costs Application; and (d) rule on any pending Incentive Award Application.

1.13 “Final Approval Order” means the order in which the Court, among other things, grants final approval of this Settlement Agreement and authorizes dismissal of the Action with prejudice as to Eagle Road. See Exhibit B.

1.14 “Incentive Award Application” means that written motion or application by which Class Counsel requests that the Court approve an incentive award to the Class Representative to be paid out of the Settlement Fund.

1.15 “Net Proceeds” of the Settlement Fund shall be that amount existing after the Settlement Administrator is paid its reasonable costs and fees related to notice and claims administration, the Court’s approved Incentive Award and Class Counsel’s fees and litigation expenses are paid, and the Special Master is paid his reasonable fees and expenses.

1.16 “Parties” means the Plaintiffs and Eagle Road.

1.17 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, any business or legal entity, including their spouses, heirs, predecessors, successors, representatives, or assignees.

1.18 “Plaintiffs” means the Class Representative James Adams and each named individually named Plaintiff in the Individual Actions.

1.19 “Preliminary Approval Order” means the order, substantially in the form of Exhibit A hereto, in which the Court grants preliminary approval of this Settlement Agreement.

1.20 “Released Claims” means all claims, demands, rights, liabilities, actions or causes of action, in law or in equity, damages, losses, obligations, judgments, duties, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, matured or unmatured, accrued or unaccrued, fixed or contingent, suspected or unsuspected, disclosed or undisclosed, direct, individual or representative, that have been, could have been or in the future can or might be asserted in the Action or in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States) by or on behalf of any Releasing Party, against any of the Released Parties, whether or not any such Released Parties were named, served with process or appeared in the Action, which have arisen, could have arisen, arise now or hereafter arise out of, or relate in any manner to, the allegations, facts, events, matters, acts, occurrences, statements, representations, omissions or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related, directly or indirectly, in any way to the Action. It is the intent of the Parties that this Settlement resolves any and all claims alleged to arise from earthquakes from March 3, 2015 up to the Effective Date with epicenters within a 20 mile radius of Pawnee, Oklahoma, and that are allegedly attributed to Eagle Road’s oil and gas exploration and production activities, including their use of wastewater disposal wells.

1.21 “Released Parties” means Eagle Road and any and all of its present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents,

subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and Persons, firms, trusts, corporations, officers, directors, other individuals or entities in which Eagle Road has a controlling interest or which is related to or affiliated with it, or any other representatives of any of these Persons and entities.

1.22 "Releasing Parties" means the Class Representative, the Plaintiffs and any Settlement Class Member (whether individual, direct, class, derivative, representative, legal, equitable or any other type in any other capacity).

1.23 "Settlement Agreement" or "Settlement" means this Settlement Agreement, including the exhibit hereto.

1.24 "Settlement Fund" shall mean the consideration recovered as described in Article II below.

1.25 "Counsel for Eagle Road" means Steven J. Adams of the law firm Gable Gotwals.

## **ARTICLE II- SETTLEMENT CONSIDERATION**

2.1 Cash Consideration. In consideration of and solely for purposes of this settlement, and a full, complete, and final settlement, including dismissal of the Action and Individual Actions with prejudice as to Eagle Road, and the releases, and subject to the Court's approval, Eagle Road will provide \$850,000.00 in cash into the Settlement Fund.

2.2 Underlying Actions. Within seven (7) days of Eagle Road's execution of this Settlement Agreement, Class Counsel shall ensure Eagle Road is dismissed without prejudice in each of the Individual Actions. Should this proposed settlement not become final for any reason, the plaintiffs in the Individual Actions may re-file their claims against Eagle Road and they and Eagle Road shall be deemed to have reverted to their respective status as of the date and time immediately preceding the execution of this Settlement Agreement and prior dismissals of Eagle Road without prejudice. Once this Settlement Agreement is finally approved by the Court and becomes final, Class Counsel shall enter a dismissal of Eagle Road with prejudice in each of the Individual Actions.

2.3 Settlement Fund. Within seven (7) days of the appointment of the Settlement Administrator and entry of the Preliminary Approval Order, Eagle Road shall deposit a total of \$850,000.00 in a Settlement Fund to be held in an interest-bearing escrow account held by the Settlement Administrator to be used to: (1) fund cash payments to Settlement Class Members; (2) pay reasonable fees and expenses of the Settlement Administrator; (3) pay reasonable fees and expenses incurred by the Special Master, and (4) to pay those sums awarded by the Court, if any, in connection with the Fees and Costs Application and Incentive Award Application. Money in the Settlement Fund will be held in trust by the Settlement Administrator until it is distributed in accordance with this Settlement Agreement and the orders of the Court. Any money remaining in the Settlement Fund that is not used in connection with this Settlement shall be returned to Eagle Road.

2.4     Claim Forms. The Settlement Administrator shall cause the Claim Form substantially in the form of Exhibit D hereto to be made available on the Settlement Website, and to provide a Claim Form to anyone requesting one.

2.5     Submission of Claim Forms. A Class Member may submit a Claim Form to the Settlement Administrator either by mail, email, or through the Settlement Website.

2.6     Validity of Claim Forms. A Claim Form shall be valid if (a) it is submitted to the Settlement Administrator by the later of 150 days of Notice first being made (or another reasonable period established by the Court); (b) it contains information sufficient to establish membership in the Class; (c) include the address of the affected property or properties; (d) provides documents evidencing damages due to the earthquakes at issue, to include but not limited to photographs, repair bills, and/or repair estimates; (d) makes a claim for a sum certain against the Settlement Fund not to exceed the repair estimates and/or repair bills submitted with the Claim Form; and (e) is signed under penalty of perjury. The claimant must also provide a current address, current email address and telephone number.

2.7     Objections to Claim Forms. Eagle Road shall have the right to inspect the Claim Forms received by the Settlement Administrator. If Eagle Road determines that any Claim Form is untimely or duplicative of another Claim Form filed, or that a Claim Form is otherwise invalid (such as the claimant is not a Class Member), it shall object to the acceptance of the Claim Form and shall provide Class Counsel with a written list of Claim Forms as to which objection is made, together with the reasons for objecting to the Claim Forms. To the extent these objections cannot be resolved between Class Counsel

and Eagle Road, the Settlement Administrator shall notify each such claimant of the objection and the reasons for such objection in writing by mail and email to the current addresses provided in the Claim Form. If a claimant disputes the objection to their Claim Form, the claimant must serve the Settlement Administrator with their written reasons supporting their dispute of the objection (together with any supporting evidence) within 14 days of service of the Settlement Administrator's notification of the objection. The claimant may use Class Counsel or an attorney of their own choosing to attempt a good faith resolution of the dispute with Eagle Road's Counsel within 14 days after service of the claimant's dispute upon the Settlement Administrator. If the dispute cannot be resolved, the claimant may appeal the adverse determination by filing a motion with the Court requesting its determination as to whether the Claim Form was appropriate by the Special Master. Any such motion shall be determined by the Special Master, and the Special Master's determination of the motion shall be final. Any claim not objected to or determined as proper by the Special Master shall be considered an approved claim.

2.8     Claimant's Evidence of Damages. A Claim Form must provide evidence of the Claimant's damages and make a claim for a sum certain not to exceed the amounts of the provided repair estimates and bills. To the extent that an approved claimant's evidence is deemed insufficient by either the Settlement Administrator, Eagle Road, or Class Counsel, the Settlement Administrator shall notify the claimant in writing of the defect(s) in writing by mail and email to the current addresses in the Claim Form. The approved claimant shall have 14 days to cure the stated deficiencies. If a claimant disputes the stated deficiencies, the claimant must serve the Settlement Administrator

with their written reasons supporting their dispute of the deficiencies (together with any supporting evidence) within 14 days of service of the Settlement Administrator's notification. The claimant may use an attorney of their own choosing to attempt a good faith resolution of the dispute of the stated deficiencies. If the dispute cannot be resolved between the claimant, Eagle Road or Class Counsel, the claimant may appeal the adverse determination by filing a motion with the Court requesting determination of the deficiencies issue by the Special Master. Such a motion must contain all reasons supporting the claimant's objection to the stated deficiencies, and provide any proof supporting those reasons. Eagle Road and/or Class Counsel may file a response to any motion within 14 days of service of the motion. Any such motion shall be determined by the Special Master, and the Special Master's determination of the motion shall be final.

2.9     Allocation of Settlement Fund. The Net Proceeds of the Settlement Fund shall be distributed based upon the sum certain amounts stated in the approved Claim Forms and supported by the submitted evidence approved by Eagle Road and Class Counsel, or for those amounts determined by the Settlement Master on a motion.

(a)     Zone A Claimants: Claimants with damaged properties within 25 miles of Pawnee shall have preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, is the strongest of those within the Settlement Class. These claimants shall be placed within Zone A and 50% of the Net Settlement Fund shall be distributed to Zone A claimants based upon their submitted damages evidence.

(b) Zone B Claimants: Claimants with damaged properties within 25 to 50 miles of Pawnee shall have a less-preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, are not as strong as those in Zone A. These claimants shall be placed within Zone B and 25% of the Net Settlement Fund shall be distributed to Zone B claimants based upon their submitted damages evidence.

(c) Zone C Claimants: Claimants with damaged properties within 50 to 100 miles of Pawnee shall have a less-preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, are not as strong as those in Zone A or Zone B. These claimants shall be placed within Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C claimants based upon their submitted damages evidence.

(d) Zone D Claimants: Claimants with damaged properties more than 100 miles of Pawnee shall have a less-preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, are not as strong as those in Zone A, Zone B, or Zone C. These claimants shall be placed within Zone D and 10% of the Net Settlement Fund shall be distributed to Zone D claimants based upon their submitted damages evidence.

2.10 If the total approved claim sum certain amounts do not exceed the Net Proceeds of the Settlement Fund, the Net Proceeds of the Settlement Fund shall be distributed to the approved claimants based upon those sum certain amounts stated in each approved Claim Form with each approved claimant receiving the total amount of

their sum certain claimed amount as to be allocated pursuant to Paragraph 2.09 above. Any excess proceeds shall be returned to Eagle Road. If, however, the total claimed sum certain amounts exceed the Net Proceeds of the Settlement Fund, then the approved claimants shall receive their pro rata share of the Net Proceeds determined by dividing the sum certain claimed submitted by the approved claimant (and supported by the evidence of damages) on their Claim Form by the overall claimed sum certain amounts stated in all of approved Claim Forms and as further allocated pursuant to Paragraph 2.09 above.

2.11 Cash Payments. Within thirty (30) days after the later of (a) the Final Approval Order becoming Final, (b) the deadline for submission of Claims Forms as specified above, or (c) the date that all objections to Claims or evidence deficiencies are finally resolved, the Settlement Administrator will mail a check to each Class Member with an Approved Claim of their distribution as determined by the paragraphs above. Thereafter, the Settlement Administrator will notify Eagle Road and Class Counsel of the claims and amounts paid.

2.12 Negotiability Period. Checks sent to Class Members shall remain negotiable for ninety (90) days from the date of mailing. Checks that are not cashed within ninety (90) days of their issuance will be void and the associated funds will revert to Eagle Road. This provision applies to checks that are returned to the Settlement Administrator by the post office as undeliverable. The Parties agree that such funds represent settlement payments for matters disputed in good faith, not uncontested payments, and they shall not be subject to escheat rules, cy pres, or other distribution not

provided for in this Settlement Agreement. Class Members who fail to negotiate their checks in a timely manner shall remain Class Members for purposes of this Settlement Agreement and the Final Approval Order.

### **ARTICLE III - SETTLEMENT ADMINISTRATION**

3.1 Settlement Administrator. Class Counsel shall select and retain a third-party Settlement Administrator to administer the Class Settlement, subject to Court approval.

3.2 Notice. Within seven (7) days after the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall provide Notice as follows:

(a) Internet Notice. Exhibit C is the agreed Internet Notice. The Settlement Administrator shall cause to be posted the Internet Notice on a website created for this Action and the Settlement.

(b) Publication Notice. The Settlement Administrator shall cause to be published in The Oklahoman, Tulsa World, Shawnee News Star, Cushing Citizen, and the Pawnee Chief a summary of the Internet Notice directing Settlement Class members to the Settlement Website for the complete Internet Notice and a Claim form, and that summarizes the allegations in the Action, the Settlement, and provides the Settlement Class members' rights to exclude themselves from the Settlement or object to the Settlement. The Publication Notice shall also provide the deadlines for exclusion from the Settlement, for the filing of any objection to the Settlement, for the filing of claims against the Settlement, and the date, time, and location of the Final Approval Hearing. The Publication Notice shall provide a toll free number to the Settlement Administrator

to answer any questions a Settlement Class Member may have. This Publication Notice shall run in 1/4 page ads in prominent sections of these newspapers on a weekly basis for a period of four weeks.

(c) Press Release. Class Counsel shall issue a press release directing Settlement Class members to the Settlement Website for the complete Internet Notice and a Claim Form, and that summarizes the allegations in the Action, the Settlement, and provides the Settlement Class members' rights to exclude themselves from the Settlement or object to the Settlement. The Press Release shall also provide the deadlines for exclusion from the Settlement, for the filing of any objection to the Settlement, for the filing of claims against the Settlement, and the date, time, and location of the Final Approval Hearing. The Press Release shall also provide a toll free number to the Settlement Administrator to answer any questions a Settlement Class Member may have. Class Counsel may also post the same information on his firm's website and publish same on his firm's blog page. Class Counsel will coordinate the substance of the press release with counsel for Eagle Road.

(d) Press Coverage. The parties anticipate media coverage of this Settlement, and Class Counsel and Settling Defense Counsel are permitted to discuss the Settlement with reporters to explain the terms of the Settlement and the Settlement Class Members' rights under the Settlement's provisions. Thus, Class Counsel and Settling Defense Counsel are expressly limited to discussing the procedures and potential remedies afforded to class members under the Settlement, and are to focus the claims being settled and the process and procedures related to this Settlement.

3.3     Requests for Exclusion. Class Members may exclude themselves from the Class only by submitting a valid Request for Exclusion. All Class Members who do not submit a valid Request for Exclusion will be included in the Class and will be bound by this Settlement Agreement on the Effective Date.

3.4     Validity of Requests for Exclusion. To be valid, a Request for Exclusion must (a) be submitted by a Class Member; (b) be submitted to the Settlement Administrator and postmarked within the later of thirty (30) days of the later of the first publication of the Internet Notice, Publication Notice, Press Release or Billboard Notice; (c) be signed by the Class Member and clearly request exclusion from the Class; (d) contain the Class Member's name, address and telephone number.

3.5     List of Requests for Exclusion. Within seven (7) days after the last day for Class Members to submit a Request for Exclusion, the Settlement Administrator shall submit to Class Counsel, who shall file it under seal with the Court, and the Settling Defense Counsel a list of Class Members who have submitted timely and valid Requests for Exclusion. Class Members submitting such requests will not be entitled to receive any relief under this Settlement Agreement or to object to this Settlement.

3.6     Declaration of Compliance. The Settlement Administrator shall prepare a declaration attesting to compliance with the Notice requirements set forth in this Article. Such declaration shall be provided to Class Counsel, who shall file it with the Court within seven (7) days of receipt, and the Settling Defense Counsel.

3.7     Best Notice. The Parties agree, and the Preliminary Approval Order shall state, that compliance with the procedures described in this Article is the best notice

practicable under the circumstances and shall constitute due and sufficient notice to the Class of the pendency of the Action, the terms of this Settlement Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the Federal Rules of Civil Procedure, the Oklahoma Constitution, the United States Constitution, and any other applicable law.

3.8     Inquiries. The Settlement Administrator will establish a telephone number for Class Members to call for more information about the Settlement. For questions that cannot be answered by the Settlement Administrator, those callers may be referred to Class Counsel.

3.9     Settlement Administration Fees and Costs. The Settlement Administrator shall be paid its reasonable fees and costs for notice and administration of the Settlement from the Settlement Fund.

3.10    No Liability. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions, including but not limited to the provision of Notice.

#### **ARTICLE IV - FEES, COSTS, AND INCENTIVE AWARD**

4.1     Fees and Costs Award. Class Counsel in the Action may seek an award of attorneys' fees up 40% of the Settlement Fund, and reasonable litigation expenses not to exceed \$75,000.00.

4.2     Incentive Award. Class Representative and Class Counsel agree not to seek more than \$7,500.00, total, as an incentive award in the Action.

4.3 Payment Date. Within seven (7) days after any order granting attorneys' fees and costs and the incentive award, the Settlement Administrator shall make payment of the approved amount of attorneys' fees and costs awarded to Class Counsel and the incentive award awarded to the Class Representative by electronic wire transfer to the trust account for Poynter Law Group.

4.4 If for any reason, including as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the attorneys' fees and costs awarded by the Court is reversed or modified, then it shall be the obligation of Class Counsel to refund or repay the previously approved Fees and Costs Award and Incentive Award to the Settlement Fund any amount previously paid within seven (7) days of the entry an order of reversal or modification.

4.5 Neither the resolution of, nor any ruling regarding, any award of attorneys' fees and costs shall be a precondition to this Settlement or to the dismissal with prejudice of the Action. Notwithstanding anything in this Settlement Agreement to the contrary, the effectiveness of the releases and the other obligations of the Parties under this Settlement (except with respect to the payment of attorneys' fees and costs) shall not be conditioned upon or subject to the resolution of any appeal from any order, if such appeal relates solely to the issue of any award of attorneys' fees and/or the reimbursement of costs.

## **ARTICLE V- COURT APPROVAL OF SETTLEMENT**

5.1 Motion for Preliminary Settlement Approval. As soon as practicable after execution of this Settlement Agreement, the Class Representative, through Class Counsel,

shall apply for entry of the Preliminary Approval Order in the form of **Exhibit A** hereto. The Preliminary Approval Order shall include provisions: (a) preliminarily approving this Settlement and finding this Settlement sufficiently fair, and reasonable; (b) approving the form, content, and manner of the Notice; (c) setting a schedule for proceedings with respect to final approval of this Settlement; (d) immediately staying the Action, other than proceedings related to this Settlement; and (e) issuing an injunction against any actions by Class Members to pursue claims released under this Settlement Agreement, pending final approval of the Settlement Agreement.

5.2    Objections. Any Class Member who does not submit a timely and valid Request for Exclusion and who wishes to object to or oppose the approval of (a) this Settlement Agreement, (b) the Fees and Costs Application, (c) the Incentive Award Application, and/or (d) the proposed Final Approval Order shall file a written objection with the Court and serve it on the Parties at least ten (10) days before the Final Approval Hearing. The written objection must include: (1) a statement of the reasons for the objection and any evidence supporting the objection; (2) the objecting Class Member's name, address, and telephone number; (3) proof of the objecting Class Member's Settlement Class membership; (4) a statement regarding whether the objecting Class Member intends to appear at the Final Approval Hearing and whether he or she is represented by counsel; and (5) any other requirements set forth in the Notice. Any Class Member who fails to file a timely written objection that meets the requirements of this paragraph shall be deemed to have waived such objection or opposition and forever shall be foreclosed from making such objection or opposition to the fairness, reasonableness,

or adequacy of the Settlement, the payment of attorney's fees, costs, expenses, and the incentive award, or the Final Approval Order. Any Class Member who makes an objection shall submit to the jurisdiction of the Court and make himself or herself available for deposition by either Party within a reasonable time before the Final Approval Hearing.

5.3 Motion for Final Settlement Approval. The Class Representative, through Class Counsel, shall file with the Court a motion for final settlement approval at least seven (7) days before the Final Approval Hearing.

5.4 Final Approval Hearing. The Parties shall request that the Court conduct a Final Approval Hearing to, among other things: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on the Fees and Costs Application; and (d) rule on the Incentive Award Application. At the Final Approval Hearing, the Class Representative, through Class Counsel, shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Settlement Agreement, then the Class Representative, through Class Counsel, shall ask the Court to enter a Final Approval Order, substantially in the form of **Exhibit B** attached hereto, which, among other things, approves this Settlement Agreement, enters final judgment, and dismisses the Action with prejudice.

5.5 Separate Consideration of Applications. The Parties agree that the Fees and Costs Application and Incentive Award Application and any claim or dispute relating thereto will be considered by the Court separately from the remaining matters to be

considered at the Final Approval Hearing as provided for in this Settlement Agreement. Any order or proceedings relating to the Fees and Costs Application and Incentive Award Application, including any appeals from or modifications or reversals of any order related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order becomes Final.

## **ARTICLE VI - TERMINATION**

6.1 Termination Due to Court Action. The Class Representative and Eagle Road each shall have the right to terminate this Settlement Agreement if either (i) the Court denies preliminary approval or final approval of this Settlement Agreement; or (ii) the Final Approval Order does not become Final. If a Party elects to terminate this Agreement under this paragraph, that Party must provide written notice to the other Party's counsel within seven (7) days of the occurrence of the condition permitting termination.

6.2 Effect of Termination. If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations and proceedings relating hereto shall be of no force or effect and without prejudice to the rights of the Parties; (iii) all Parties shall be deemed to have reverted to their respective status as of the date and time immediately preceding the execution of this Settlement Agreement, (iv) all money in the Settlement Fund shall be returned to Eagle Road within ten (10) days; and (v) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all

respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed. Upon termination of this Settlement Agreement, the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement.

#### **ARTICLE VII – RELEASES UPON EFFECTIVE DATE**

7.1 Binding and Exclusive Nature of Settlement Agreement. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, or other claim may be pursued by the Settlement Class Members against the Released Parties with respect to the Released Claims.

7.2 Releases. On the Effective Date, the Settlement Class Members shall be deemed to have, and by operation of this Settlement Agreement shall have, fully, finally and forever released, relinquished and discharged the Released Parties from any and all Released Claims.

7.3 Waiver of Unknown Claims. On the Effective Date, the Settlement Class Members shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the Released Claims, expressly waived the benefits of any statutory provisions or common law rule that provides, in substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. The Parties stipulate and agree that, upon

the Effective Date, the Class Representative shall have expressly waived, relinquished and released any and all rights and benefits related to any unknown claims with respect to the subject matter of the Released Claims and each Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, waived, relinquished and released any and all rights and benefits related to any unknown claims with respect to the subject matter of the Released Claims. The Class Representative acknowledges, and the Settlement Class Members shall be deemed by operation of the entry of a Final Approval Order to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Class Representative and, by operation of law, the Settlement Class Members, to completely, fully, finally, and forever, compromise, settle, release, discharge, extinguish, and dismiss any and all Released Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Class Representative acknowledges, and the Members of the Settlement Class shall be deemed by operation of the entry of a Final Approval order to have acknowledged, that the waiver of unknown claims was separately bargained for, is an integral element of the Settlement, and was relied upon by Eagle Road in entering into this Settlement.

7.4     Assumption of Risk. In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If either Party should later

discover that any fact which the Party relied upon in entering into this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

#### **ARTICLE VIII – MISCELLANEOUS**

8.1     No Admission of Liability. Neither the acceptance by Eagle Road of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission with respect to the merits of the claims alleged in the Action. Eagle Road specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action.

8.2     Limitations on Use. Except as set forth herein, this Settlement Agreement shall not be used, offered, or received into evidence in the Action, or in any other action or proceeding, for any purpose other than to enforce, construe, or finalize the terms of the Settlement Agreement, and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement.

The parties agree that this Settlement Agreement, and any Order (or similar order or ruling) entered by the Court in this Action, is not an admission by Eagle Road of any liability or of any of the elements necessary for class certification and cannot be used for any purpose outside of this Action, except as set out in this Settlement Agreement. The Parties have entered into this Settlement Agreement solely for the purposes of settling the claims in this Action and the Individual Actions, and have agreed to certification of a settlement class solely for the purpose of settling the claims in this Action and any Orders

(or rulings) by the Court in this Action may not be used or construed against Eagle Road for any purpose outside of this Action, and may not support an argument that an element necessary for class action certification has already been met, or can or may be met in any lawsuit, dispute, litigation or proceeding outside of this Action and/or the Individual Actions.

The Parties further agree that the Settlement Agreement is subject to res judicata and collateral estoppel as to all Plaintiffs and Settlement Class Members, who do not opt out of the settlement, and prohibits any Settlement Class Member, who does not opt out of the settlement, from pursuing any Released Claim Outside of this Action. Nothing herein shall prohibit the Settlement Defendants from using this Settlement Agreement and any Agreed Settlement Order (or similar order or ruling) entered in this Action in any other action or actions for any purpose of enforcing this Agreement, including establishing that a claim by a party (plaintiff) in a different lawsuit or action was released by that party's being a Settlement Class Member in this Action or is subject to res judicata and/or collateral estoppel.

8.3     Cooperation. The Parties and their counsel agree to support approval of this Settlement Agreement by the Court and to take all reasonable and lawful actions necessary to obtain such approval.

8.4     No Assignment. Each Party represents, covenants, and warrants that he, she, or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he, she, or it herein releases.

8.5     **Binding on Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

8.6     **Captions.** Titles or captions contained in this Settlement Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof.

8.7     **Construction.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or his/her or its counsel, participated in the drafting of this Settlement Agreement.

8.8     **Counterparts.** This Settlement Agreement and any amendments hereto may be executed in one or more counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. A facsimile or PDF signature shall be deemed an original for all purposes.

8.9     **Governing Law.** Construction and interpretation of this Settlement Agreement shall be determined in accordance with the laws of the State of Oklahoma without regard to the choice-of-law principles thereof.

8.10    **Integration.** This Settlement Agreement, including the exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the

Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth in this Settlement Agreement. This Settlement Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Settlement Agreement may not be changed, altered or modified, except in a writing signed by the Parties; if any such change, alteration or modification of the Settlement Agreement is material, it must also be approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

8.11 Jurisdiction. The Court shall retain jurisdiction, after entry of the Final Approval Order, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

8.12 No Collateral Attack. This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member at any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Settlement Class Member's Claim was improperly denied and/or that a Settlement Class Member failed to receive timely notice of the Settlement Agreement.

8.13 Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

8.14 Receipt of Advice of Counsel. The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the 9th day of June, 2022.



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Scott Poynter  
Class Counsel



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Steven J. Adams  
Ryan A. Pittman  
Counsel for Eagle Road

# **EXHIBIT A**

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

**JAMES ADAMS, on behalf of himself  
and other Oklahoma citizens similarly  
situated,**

**Plaintiff,**

**v.**

**(1) EAGLE ROAD OIL LLC,  
(2) CUMMINGS OIL COMPANY,  
(3) TERRITORY RESOURCES, LLC,  
(4) ENERVEST OPERATING, L.L.C.,  
(5) PETRO WARRIOR, L.L.C.,  
(6) PETROQUEST ENERGY, LLC, and  
(7) TRINITY OPERATING (USG), LLC,**

**Defendants.**

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**ORDER GRANTING PRELIMINARY  
APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT  
WITH EAGLE ROAD OIL LLC**

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WHEREAS, the Plaintiff and Class Representative James Adams ("Plaintiff") and Defendant Eagle Road Oil LLC ("Eagle Road") have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Settlement Agreement filed with the Court;

WHEREAS, Plaintiff has applied to the Court for preliminary approval of the proposed Settlement of the Action, the terms and conditions of which are set forth in the

Settlement Agreement;

AND NOW, the Court having read and considered the Settlement Agreement and accompanying documents, and the parties to the Settlement Agreement having agreed and consented to the entry of this Order, IT IS HEREBY ORDERED AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement and all of its terms as fair, reasonable and adequate to the Settlement Class Members, as falling within the range of possible final approval, and as meriting submission to the Settlement Class Members for their consideration.
3. The Settlement Class shall consist of the following:

The Class Representative, Plaintiffs, and all persons municipalities, county governments, or tribal governments, who own or owned real property within the borders Oklahoma or have or had a property interest therein between November 15, 2014 through the Effective Date (the "Settlement Class Period"), and which suffered earthquake damages from earthquakes, foreshocks and aftershocks arising from the Cushing Earthquake and the Pawnee Earthquake with epicenters within 50 miles of Pawnee, Oklahoma.

Excluded from the Settlement Class are the following:

- a) Eagle Road or its owners, directors, officers, employees, and/or agents, the judge presiding over this action and his immediate family members;
- b) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

4. A Final Approval Hearing shall be held before this Court at \_\_\_\_ a.m./p.m. on \_\_\_\_\_ to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a final Order and Judgment should be entered; and (c) any other matters that the Court deems appropriate.

5. With the exception of such proceedings as are necessary to implement, effectuate and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action as to Eagle Road and all Settlement Class Members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement against Eagle Road unless the Settlement Class Member files a valid and timely Request for Exclusion.

6. The Court approves, as to form and content, the Notice as provided in the Settlement Agreement.

7. Within seven (7) days of entry of this Order, Class Counsel shall ensure Notice (including, the Internet Notice, Publication Notice, and Press Release) is provided as agreed in the Settlement Agreement.

8. The Court finds that Plaintiff's plan for providing Notice to the Settlement Class Members as described in the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the

Settlement Class Members of the pendency of the Action and the Final Approval Hearing, and complies fully with the requirements of the Oklahoma Rules of Civil Procedure, the Oklahoma Constitution, the U.S. Constitution, and any other applicable law.

9. The Court further finds that the Notice described in the Settlement Agreement will adequately inform the Settlement Class Members of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any Settlement Class Member who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written Request for Exclusion.

10. The Court finds the proposed Settlement Administrator adequate to serve as administrator of the Settlement, and thus, approves KCC as the Settlement Administrator.

11. In order to be valid, a Request for Exclusion must: (1) be signed by the member of the Settlement Class or his or her authorized representative; (2) be timely mailed to the Settlement Administrator; (3) clearly request exclusion from the Settlement Class; and (4) contain the Settlement Class Member's name, address, and telephone number. Any Settlement Class Member who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing. The names and addresses of all persons timely submitting valid Requests for Exclusion shall be provided to the Court

under seal.

12. Any Settlement Class Member who does not timely submit a valid Request for Exclusion may object to the Settlement Agreement, to Class Counsel's application for attorney's fees and expenses, to the payment of an incentive award, or to the proposed Final Judgment and Order of Dismissal with Prejudice. Settlement Class Members making objections must do so in writing setting forth their full name, current address and telephone number, and must state in writing all objections and the reasons therefore, provide copies of any documents relied upon for such objection, and state whether he or she intends to appear at the Final Approval Hearing and whether he or she is represented by separate legal counsel. Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

13. All objections must be filed with the Court and served on Class Counsel within ten days of the Final Approval Hearing.

14. Any Settlement Class Member that files and serves a proper and timely objection shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. Any Settlement Class Member that makes an objection shall make themselves available for deposition by either Party within a reasonable time before the Final Approval Hearing.

15. Within seven days of Final Approval Hearing, the following shall occur:

- a. Class Counsel shall cause to be filed with the Court declarations attesting to compliance with the notice requirements set forth above.
- b. The Class Representative shall file with the Court a motion in support of final approval of the Settlement and in response to any objections.
- c. Class Counsel and the Plaintiff shall file applications for an award of attorneys' fees and/or incentive award.

16. Service of all papers relating to an exclusion shall also be made by timely mailing the request to the Settlement Administrator at:

Class Action Opt Out  
Attn: Adams v. Eagle Road, et al.  
[insert appropriate address]

17. Any objections to the Settlement shall be filed with the Clerk of the Court within 10 days of the Final Approval Hearing, and must also be served on Class Counsel and Eagle Road's Counsel, and must be consistent with the requirements in the Notice.

18. Only Settlement Class Members who have filed and served valid and timely notices of intention to appear, together with supporting papers, shall be entitled to be heard at the Final Approval Hearing.

19. Any Settlement Class Member who does not make an objection in the time and manner provided in the Settlement Agreement shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorney's fees and expenses, the payment of an incentive award, or the Final Judgment and Order of Dismissal with Prejudice.

20. In the event that the proposed Settlement does not become Final, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all documents filed and orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date of the Settlement Agreement.

21. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Class, be continued by order of the Court. Any notice of postponement shall be posted on the Settlement's website.

22. Except as provided in the Settlement Agreement, this Order and any other Order or Judgment and the Stipulation and Settlement Agreement, shall not be used, offered, or received into evidence in the Action, or in any other action or proceeding, for any purpose other than to enforce, construe, or finalize the terms of the Settlement Agreement, or as necessary as set out in the Settlement Agreement.

23. Except as provided in the Settlement Agreement, this Order and any other Order and Judgment, the Stipulation and Settlement Agreement, shall not be an admission by Eagle Road of any liability or of any of the elements necessary for class

certification and cannot be used to support an argument that an element necessary for class action certification against these Defendants has already been admitted, waived or met, or can, or may be met in any lawsuit, dispute, or proceeding outside of this Action, or for any other purposes outside of this Action, except as recognized by the Settlement Agreement.

So Ordered this \_\_\_\_ day of \_\_\_\_\_, 2022

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JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Steve Adams  
For Eagle Road

/s/ Scott Poynter  
Class Counsel

# **EXHIBIT B**

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

**JAMES ADAMS, on behalf of himself  
and other Oklahoma citizens similarly  
situated,**

**Plaintiff,**

**v.**

**(1) EAGLE ROAD OIL LLC,  
(2) CUMMINGS OIL COMPANY,  
(3) TERRITORY RESOURCES, LLC,  
(4) ENERVEST OPERATING, L.L.C.,  
(5) PETRO WARRIOR, L.L.C.,  
(6) PETROQUEST ENERGY, LLC, and  
(7) TRINITY OPERATING (USG), LLC,**

**Defendants.**

**Case No. CJ-2016-00078**

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**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE  
AS TO PLAINTIFF, THE SETTLEMENT CLASS, AND EAGLE ROAD**

---

WHEREAS, the Plaintiff and Class Representative James Adams ("Plaintiff") and Defendant Eagle Road Oil LLC ("Eagle Road") have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Settlement Agreement filed with the Court;

WHEREAS, On \_\_\_\_\_, an order preliminary approving the Settlement ("Preliminary Approval Order") was entered preliminarily approving the Settlement and all of its terms as fair, reasonable and adequate to the Settlement Class Members, as falling

within the range of possible final approval, and as meriting submission to the Settlement Class Members for their consideration.

WHEREAS, pursuant to the Settlement Agreement's plan for providing notice to the Settlement Class Members, the Settlement Class Members were notified pursuant to the terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the Released Claims against the Released Parties; (2) whether judgment should be entered dismissing the claims of the complaint; (3) whether Class Counsel's application for attorney's fees and expenses should be approved; and (4) whether the payment of the incentive award should be approved.

WHEREAS, the Settlement Class Members were therefore notified of their right to appear at the hearing in opposition to the proposed Settlement, the award of attorney's fees to Class Counsel, and the payment of incentive awards.

WHEREAS, a Final Approval Hearing was held on \_\_\_\_\_, \_\_\_\_, at which [ ] objectors appeared and the Court reviewed all properly filed written objections and heard argument from the parties' counsel.

NOW, THEREFORE, the Court, having heard the presentations to the Court, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application of Class Counsel for an award of attorney's fees, and having reviewed the materials in support thereof, it is hereby ORDERED, ADJUDGED and DECREED THAT:

1. The capitalized terms used in this Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.

3. The Settlement Class, which will be bound by this Order and Judgment, shall include all Settlement Class Members who did not submit a timely and valid Request for Exclusion. A list of all Settlement Class Members who submitted a timely and valid Request for Exclusion has been filed under seal.

4. The Settlement Class consists of the following:

The Class Representative, Plaintiffs, and all persons municipalities, county governments, or tribal governments, who own or owned real property within the borders Oklahoma or have or had a property interest therein between November 15, 2014 through the Effective Date (the “Settlement Class Period”), and which suffered earthquake damages from earthquakes, foreshocks and aftershocks arising from the Cushing Earthquake and the Pawnee Earthquake with epicenters within 50 miles of Pawnee, Oklahoma.

Excluded from the Settlement Class are the following:

- a) Eagle Road or its owners, directors, officers, employees, and/or agents, the judge presiding over this action and his immediate family members;
- b) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

5. The Court finds that the Notice set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to Settlement Class Members of the pendency of the Action, the terms of the Settlement

Agreement, and the Final Approval Hearing, and satisfies the requirements of Oklahoma and federal due process of law.

6. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, adequate and in the best interests of the Settlement Class, and it is approved. The Stipulation and Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

7. Any Settlement Class Member who does not submit an Approved Claim shall not be entitled to any benefits under the Settlement.

8. Upon the Effective Date, the Class Representative and all Settlement Class Members shall have, by operation of this Final Judgment and Order of Dismissal with Prejudice, fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Claims, whether or not such Settlement Class Member executes and submits a Claim Form.

9. Settlement Class Members, including the Class Representative, and the successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any Released Claim against any of the Released Parties.

10. This Order and Judgment, the Stipulation and Settlement Agreement, the Settlement which it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against the Eagle Road or any other Released Party of any fault, wrongdoing,

liability on their part, or of the validity of any Released Claim or of the existence or amount of damages.

11. Except as provided in the Settlement Agreement, this Order and Judgment, the Stipulation and Settlement Agreement, shall not be used, offered, or received into evidence in the Action, or in any other action or proceeding, for any purpose other than to enforce, construe, or finalize the terms of the Settlement Agreement, or as necessary as set out in the Settlement Agreement.

12. This Order and Judgment, the Stipulation and Settlement Agreement, shall not be an admission by Eagle Road of any liability or of any of the elements necessary for class certification and cannot be used to support an argument that an element necessary for class action certification against these Defendants has already been admitted, waived or met, or can, or may be met in any lawsuit, dispute, or proceeding outside of this Action, or for any other purposes outside of this Action, except as recognized by the Settlement Agreement.

13. The Court approves the payment of \$ \_\_\_\_\_ as a reasonable attorneys' fee and as reimbursement of costs to Class Counsel.

14. The Court approves the payment of \$ \_\_\_\_\_ to the Class Representative as an incentive award for any funds recovered pursuant to the Settlement Agreement.

15. The payments described in paragraphs 13 and 14, above, shall be made in the manner and at the times set forth in the Settlement Agreement.

16. The above-captioned Action is hereby dismissed as to Plaintiff, the Settlement Class, and Eagle Road with prejudice. Except as otherwise provided in this Order, the settling parties shall bear their own costs and attorney's fees. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation and interpretation of the Settlement, including distribution of the settlement benefits, enforcement and administration of the Settlement Agreement, including any releases in connection therewith, and any other matters related or ancillary to the foregoing.

So Ordered this \_\_\_\_ day of \_\_\_\_\_, 2022

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JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Steve Adams  
For Eagle Road

/s/ Scott Poynter  
Class Counsel

# **EXHIBIT C**

IN THE DISTRICT COURT OF PAWNEE COUNTY  
STATE OF OKLAHOMA

**If You Suffered Damage From The Earthquakes With Epicenters Within  
50 Miles Of Pawnee, Oklahoma Between November 15, 2014, And the  
Effective Date, You May Be Eligible For A Payment From A Class Action  
Settlement.**

*A State Court authorized this Notice. This is not a solicitation from a lawyer.*

- An \$850,000 settlement has been reached in a class action lawsuit about whether Eagle Road Oil, LLC, (“Eagle Road”) operated wastewater disposal wells that allegedly contributed to causing the earthquakes near Pawnee, Oklahoma and occurring within the Settlement Class Period. The Settlement resolves any and all claims alleged to arise against Eagle Road from earthquakes between November 15, 2014, and the Effective Date with epicenters within a 50-mile radius of Pawnee, Oklahoma, including but not limited to the 5.8m earthquake near Pawnee on September 3, 2016, and the 5.0m earthquake near Cushing on November 6, 2016. Eagle Road disputes and denies all of the allegations made by the Plaintiff. The lawsuit will continue against the remaining defendants, Cummings Oil Company, Territory Resources, LLC, EnerVest Operating, L.L.C., , and Trinity Operating (USG), LLC (hereafter “Non-Settling Defendants”).
- You may be eligible to participate in the proposed settlement, if it is finally approved, if you owned or have had an interest in residential or commercial real estate properties within the borders of Oklahoma between November 15, 2014, through the Effective Date and suffered earthquake damages from earthquakes with epicenters within a 50-mile radius of Pawnee, Oklahoma.
- The Settlement will provide benefits to those who qualify. You will need to file a Claim Form to receive benefits from the Settlement.
- Your legal rights are affected whether you act, or don’t act. Read this Notice carefully.

<b><u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u></b>	
<b>SUBMIT A CLAIM FORM BY XXXXXXX</b>	This is the only way to receive benefits.
<b>EXCLUDE YOURSELF BY XXXXX</b>	Request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against Eagle Road for the claims at issue in the Settlement.
<b>OBJECT BY XXXXXXX</b>	Write to the Court about why you do not like the Settlement or why you think the Settlement is unfair, inadequate or unreasonable.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no benefits. Give up any rights you might have to ever sue Eagle Road about the legal claims in this case and resolved by the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website at [www.\[website\].com](http://www.[website].com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will be provided to eligible participants only if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**QUESTIONS? CALL TOLL-FREE 1-xxx-xxx-xxxx OR VISIT WWW.[WEBSITE].COM**

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## BASIC INFORMATION

### **1. Why is there a notice?**

The Court authorized this Notice because you have a right to know about the proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

District Court of Pawnee County, Oklahoma State of Oklahoma Judge Claire Eagan serves as the presiding judge. The case is titled *Adams v. Eagle Road, et al.*, Case No. CJ-2016-00078 (the “Action”). This notice explains the lawsuit, the Settlement, and your legal rights.

Included in the Action and the Settlement are the claims made against Eagle Road in the following “Individual Actions:”

- *Robert W. Mottinger, et al v. Crown Energy Company, et al.*, Kay County, OK, Case No. CJ-2021-18 – Judge Lee Turner;
- *James Butler, et al. v. Berexco LLC, et al.*, Payne County, OK, Case No. CJ-2017-469 – Judge Phillip C. Corley;
- *Aaron Matthew Caldwell, et al. vs. Berexco LLC, et al.*, Payne County, OK. Case No. CJ-2018-499 - Judge Phillip C. Corley;
- *Jarrod James Cooper, et al. vs. Berexco LLC, et al.*, Payne County, K. Case No. CJ- 2018-500 - Judge Phillip C. Corley;
- *David Bonar, et al. vs. Berexco LLC, et al.*, Oklahoma County, OK. Case No. CJ- 2018-5145 - Judge Natalie Mai;
- *Michelle Harvey, et al. vs. Cher Oil Company Ltd., et al.*, Oklahoma County, OK. Case No. CJ-2018-5146 - Judge Richard Ogden;
- *A. J. James, et al. vs. Cher Oil Company Ltd., et al.*, Oklahoma County, OK. Case No. CJ-2020-4852 - Judge Richard Ogden;
- *Susan L. Jones, et al. vs. Berexco LLC, et al.*, Oklahoma County, OK. Case No. CJ- 2018-5141 - Judge Sheila Stinson;
- *Karen Nelson, et al. vs. Cher Oil Company Ltd., et al.*, Oklahoma County, OK. Case No. CJ-2020-4854 - Judge K. Nikki Kirkpatrick;
- *George L. Oravetz, et al. vs. Cher Oil Company Ltd., et al.*, Oklahoma County, OK. Case No. CJ-2020-4853 - Judge Don Andrews;
- *Carol Steele, et al. vs. Cher Oil Company Ltd., et al.*, Oklahoma County, OK. Case No. CJ-2020-4850 - Judge Anthony L. Bonner;
- *Adrian Anderson, et al. vs. Cher Oil Company Ltd., et al.*, Tulsa County, OK. Case No. CJ-2020-3579 - Judge Doug Drummond;
- *Dorothy Dooley, et al. vs. Cher Oil Company Ltd., et al.*, Tulsa County, OK. Case No. CJ-2020-3578 - Judge William D. LaFortune; and
- *Leroy Peters. et al. vs. Berexco, LLC, et al.*, Tulsa County, OK. Case No. CJ-2018-5139 – Judge Caroline Wall

### **2. What is this lawsuit about?**

Plaintiff alleges, generally, that wastewater disposal wells operated by Eagle Road contributed to causing the earthquakes within 50 miles of Pawnee, Oklahoma, including but not limited to the 5.8m earthquake near Pawnee on September 3, 2016, and the 5.0m earthquake near Cushing on November 6, 2016, and occurring within the Settlement Class Period.

The Plaintiff's Complaints, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.\[website\].com](http://www.[website].com). The Settlement resolves the lawsuit against Eagle Road, and the lawsuit will continue against the Non-Settling Defendants, which continue to defend the lawsuit's allegations.

Neither the acceptance by Eagle Road of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitute an admission with respect to the merits of the claims alleged in the Action. Eagle Road specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action.

### **3. Why is this a class action?**

In a class action, one or more people, called "Class Representatives" sue on behalf of people who have similar claims. Together, all these people with similar claims (except for those who exclude themselves) are members of the "Settlement Class."

### **4. Why is there a settlement?**

The Court did not decide which side was right or whether the claims have any merit. Instead, both sides agreed to a settlement to avoid the costs and risks of further litigation and provide benefits to Class Members. The Settlement does not mean that a Court found that Defendant broke any laws or did anything wrong. The Class Representative and the lawyers representing him (called "Class Counsel") believe that the settlement is in the best interests of all Class Members.

## **WHO IS PART OF THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement?**

All Class Representatives, Plaintiffs in the individual actions, and all persons, municipalities, county governments, or tribal governments, who own or owned real property within the borders of Oklahoma or have or had a property interest therein between November 15, 2014, through the Effective Date, and which suffered earthquake damages from earthquakes, foreshocks and aftershocks arising from the Cushing Earthquake and the Pawnee Earthquake with epicenters within 50 miles of Pawnee, Oklahoma are "Settlement Class Members" and together are called the "Settlement Class."

The "Pawnee Earthquake" means the 5.8m earthquake occurring on September 3, 2016, with an epicenter approximately 9 miles to the northwest of Pawnee, Oklahoma.

The "Cushing Earthquake" means the 5.0m earthquake occurring on November 6, 2016, with an epicenter approximately 3 miles to the west of Cushing, Oklahoma

Excluded from the Settlement Class are the following:

- a) Eagle Road and its owners, directors, officers, employees, and/or agents, the judge presiding over this Action and his immediate family members; and
- b) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

### **6. What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, visit the Settlement Website at [www.\[website\].com](http://www.[website].com), contact the Settlement Administrator by email at [\[REDACTED\]@\[website\].com](mailto:[REDACTED]@[website].com) or call toll-free at [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx). You also may send questions to the Settlement Administrator at:

*Adams v. Eagle Road, et al.*  
Attn: Settlement Administrator  
P.O. Box \_\_\_\_\_

QUESTIONS? CALL TOLL-FREE 1-[xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)

## **SETTLEMENT BENEFITS**

### **7. What does the Settlement provide?**

In consideration of and solely for purposes of this Settlement, and a full, complete, and final settlement, including dismissal of the Action and Individual Actions with prejudice as to Eagle Road, and the releases, and the releases below, and subject to the Court's approval, Eagle Road will provide \$850,000.00 in cash into the Settlement Fund.

A Claim Form must provide evidence of the Claimant's damages suffered as a result of the earthquakes occurring within 50 miles of Pawnee, Oklahoma and occurring between November 15, 2014, including but not limited to the 5.8m earthquake near Pawnee on September 3, 2016, and the 5.0m earthquake near Cushing on November 6, 2016, and the Effective Date, and make a claim for a sum certain not to exceed the amounts of the provided repair estimates and bills.

### **8. What can I get from the Settlement?**

All Settlement Class Members who qualify and timely submit completed Claim Forms may seek recovery of the repair damages incurred as a result of the earthquakes referenced in this class action Settlement.

The Net Proceeds of the Settlement Fund shall be distributed based upon the sum certain amounts stated in the approved Claim Forms and supported by the submitted evidence approved by Eagle Road and Class Counsel, or for those amounts determined by the Special Master on a motion.

**Zone A Claimants:** Claimants with damaged properties within 25 miles of Pawnee will have preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, is the strongest of those within the Settlement Class. These claimants shall be placed within Zone A and 50% of the Net Settlement Fund shall be distributed to Zone A claimants based upon their submitted damages evidence.

**Zone B Claimants:** Claimants with damaged properties within 25 to 50 miles of Pawnee will have a less-preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, are not as strong as those in Zone A. These claimants shall be placed within Zone B and 25% of the Net Settlement Fund shall be distributed to Zone B claimants based upon their submitted damages evidence.

**Zone C Claimants:** Claimants with damaged properties within 50 to 100 miles of Pawnee will have a less-preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, are not as strong as those in Zone A or Zone B. These claimants shall be placed within Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C claimants based upon their submitted damages evidence.

**Zone D Claimants:** Claimants with damaged properties more than 100 miles of Pawnee will have a less-preferred status as their causational damages links, based upon proximity of their properties and Eagle Road's disposal wells, are not as strong as those in Zone A, Zone B, or Zone C. These claimants shall be placed within Zone D and 10% of the Net Settlement Fund shall be distributed to Zone D claimants based upon their submitted damages evidence.

If the total approved claim sum certain amounts does not exceed the net proceeds of the Settlement Fund, the Net Proceeds of the Settlement Fund shall be distributed to the approved claimants based upon those sum certain amounts as described above. Any excess proceeds shall be returned to Eagle Road. If, however, the total claimed sum certain amounts exceed the Net Proceeds of the Settlement Fund, then the approved claimants shall receive their pro rata share of the Net Proceeds determined by dividing the sum certain claimed amount submitted by

the approved claimant (and supported by the evidence of damages) on their Claim Form by the overall claimed sum certain amounts stated in all of approved Claim Forms as described above.

To receive any amounts under the Settlement, Settlement Class Members must submit a Claim Form and supporting documentation to the Settlement Administrator at the address provided below, or at [www.\[website\].com](http://www.[website].com).

## **9. What am I giving up to stay in the Class?**

Unless you exclude yourself from the Settlement, you can't sue Eagle Road, continue to sue, or be part of any other lawsuit against Eagle Road about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Class. The Settlement Agreement is available at [www.\[website\].com](http://www.[website].com).

## **HOW TO GET BENEFITS**

### **10. How can I receive benefits?**

To receive benefits, all Settlement Class Members must complete and timely submit a Claim Form, provide evidence of damages and make a claim for a sum certain not to exceed the amounts of the provided repair estimates and bills. You can obtain a Claim Form at [www.\[website\].com](http://www.[website].com), by calling 1-xxx-xxx-xxxx, or writing to the address below:

*Adams v. Eagle Road, et al.*  
Attn: Settlement Administrator  
P.O. Box \_\_\_\_\_  
City, ST \_\_\_\_\_ -

Please read the instructions carefully, fill out the Claim Form, submit it electronically at [www.\[website\].com](http://www.[website].com), by email to \_\_\_\_\_@[\[website\].com](http://www.[website].com) or by mail to the Settlement Administrator postmarked no later **Month XX, 2022** to the address above. If you do not submit a valid Claim Form by the deadline, you will not receive benefits.

### **11. When will I get my benefits?**

Benefits will be mailed to Settlement Class Members who send in a valid and approved Claim Form within thirty (30) days after the later of (a) the Final Approval Order becoming Final, (b) the deadline for submission of Claims Forms, or (c) the date that all objections to Claims or evidence deficiencies are finally resolved. If the Court approves the Settlement after a hearing on **Month \_\_, 2022**, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **12. How do I get out of the Settlement?**

If you don't want a payment but you want to keep the right to sue Eagle Road over the legal issues in this case, then you must take steps to get out of this Settlement. This is called asking to be excluded from—or sometimes “opting out” of—the settlement class. To exclude yourself from the Settlement, you must be a Settlement Class Member and you must complete and mail to the Settlement Administrator a letter that includes the following:

- Your name, address, and telephone number;
- The name of the case (*Adams v. Eagle Road, et al.*, Case No. CJ-2016-00078);
- A statement that you want to be excluded from this Settlement; and

**QUESTIONS? CALL TOLL-FREE 1-xxx-xxx-xxxx OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**

- Your signature.

You must mail your exclusion request, postmarked no later than **Month \_\_, 2022** to:

*Adams v. Eagle Road, et al.*  
Attn: Settlement Administrator  
P.O. Box \_\_\_\_\_  
City, ST \_\_\_\_\_ -

All Settlement Class Members who do not submit a valid Request for Exclusion will be included in the Settlement Class and will be bound by this Settlement Agreement on the Effective Date. You may opt out of the Settlement Class only for yourself. So-called “mass” or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed.

### **13. If I don't exclude myself, can I sue Eagle Road for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Eagle Road for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit against Eagle Road.

### **14. If I exclude myself, can I still get benefits?**

No. You will not receive any benefits from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

## **OBJECTING TO THE SETTLEMENT**

### **15. How can I tell the Court if I do not like the Settlement?**

Any Settlement Class Member who does not submit a timely and valid Request for Exclusion and who wishes to object to or oppose the approval of (a) this Settlement Agreement, (b) the Fees and Costs Application, (c) the Incentive Award Application, and/or (d) the proposed Final Approval Order shall file a written objection with the Court and serve it on the Parties at least ten (10) days before the Final Approval Hearing. The written objection must include:

- Your name, address and telephone number;
- The name, address, email address, and telephone number of your lawyer, if you have one;
- The name of the case (*Adams v. Eagle Road, et al.*, Case No. CJ-2016-00078);
- Proof of your membership in the Settlement Class;
- A statement of the reasons for the objection and any evidence supporting the objection;
- A statement regarding whether you intend to appear at the Final Approval Hearing; and
- Your signature and, if you have one, your lawyer's signature.

Any Settlement Class Member who fails to file a timely written objection that meets the requirements of this paragraph shall be deemed to have waived such objection or opposition and forever shall be foreclosed from making such objection or opposition to the fairness, reasonableness, or adequacy of the Settlement, the payment of attorney's fees, costs, expenses, and the incentive award, or the Final Approval Order. Any Settlement Class Member who makes an objection shall submit to the jurisdiction of the Court and make himself or herself available for deposition by either Party within a reasonable time before the Final Approval Hearing.

Your objection, along with any supporting material you wish to submit, must be filed with the Court with a copy delivered to Class Counsel and Eagle Road's Counsel postmarked no later than **Month \_\_, 2022** at the following addresses:

<b>Clerk of the Court</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
Clerk of the Court District Court of Pawnee County 500 Harrison Street Pawnee, OK 74058	Scott Poynter Poynter Law Group 407 President Clinton Avenue Suite 201 Little Rock, AR 72201	Steven J. Adams Gable Gotwals 110 N. Elgin Avenue, Suite 200 Tulsa, OK 74120

## **16. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

### **THE LAWYERS REPRESENTING YOU**

## **17. Do I have a lawyer in this case?**

Yes. The Court has appointed the following lawyer, called "Class Counsel," to represent all Settlement Class Members: Scott Poynter of Poynter Law Group. You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **18. How will the lawyers be paid?**

Class Counsel will ask the Court to approve attorneys' fees not to exceed 40% of the Settlement Fund, and reasonable litigation expenses not to exceed \$75,000.00. The Court will determine the amount of fees and expenses to award. Class Counsel will request the Court to pay \$7,500.00, total, as an incentive award in this Action for the Class Representative. The fees and expenses and service awards awarded by the Court will be paid from the Settlement Fund.

### **THE COURT'S FINAL APPROVAL HEARING**

## **19. When and where will the Court decide whether to approve the Settlement?**

The Pawnee County District Court will hold a Final Approval Hearing on **Month \_\_\_, 2022** at **\_\_ : \_\_ .m.** at the District Court of Pawnee County, Oklahoma State of Oklahoma, Courtroom **XXX**, before the Honorable Judge Claire Eagan, Pawnee County District Court, 500 Harrison Street, Pawnee, OK 74058.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **www.[website].com** for updates. At the Final Approval Hearing, the Court will: (a) determine whether to grant final approval to this Settlement; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on the Fees and Costs Application; and (d) rule on the Incentive Award Application. We do not know how long these decisions will take.

## **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

## **21. May I speak at the hearing?**

**QUESTIONS? CALL TOLL-FREE 1-xxx-xxx-xxxx OR VISIT WWW.[WEBSITE].COM**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” In your letter, you must include the following:

- Your name, address and telephone number;
- The name, address, email address, and telephone number of your lawyer, if you have one;
- The name of the case (*Adams v. Eagle Road, et al.*, Case No. CJ-2016-00078); and
- Your signature and, if you have one, your lawyer’s signature.

You must mail your Notice of Intent to Appear, postmarked no later than Month \_\_\_, 2022, to all of the addresses in Question 15.

### **IF YOU DO NOTHING**

#### **22. What happens if I do nothing at all?**

If you do nothing, you will not get any benefits from the Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Eagle Road about the legal issues in this case, ever again.

### **GETTING MORE INFORMATION**

#### **23. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a complete copy of the Settlement Agreement and other information at [www.\[website\].com](http://www.[website].com). If you have additional questions or want to request a Claim Form, you can visit the Settlement Website at [www.\[website\].com](http://www.[website].com), call the Settlement Administrator at 1-xxx-xxx-xxxx, or write to the Settlement Administrator at:

*Adams v. Eagle Road, et al.*  
Attn: Settlement Administrator  
P.O. Box \_\_\_\_\_  
City, ST \_\_\_\_\_ - \_\_\_\_\_

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR DEFENDANT  
CONCERNING THIS CASE.**

# **EXHIBIT D**

Your claim must  
be submitted or  
postmarked by:  
**XXXXX XX, 2022**

***Adams v. Eagle Road, et al.***

In the District Court of  
Pawnee County, Oklahoma  
State of Oklahoma  
Case No. CJ-2016-00078

**XXX**

**PART 1: CLAIMANT INFORMATION**

Claimant Name: \_\_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Current Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

*Address of the Affected Property or Properties:* Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The property or properties indicated above is/are located:

- within 25 miles of Pawnee
- within 25 to 50 miles of Pawnee
- within 50 to 100 miles of Pawnee
- more than 100 miles from Pawnee

Total Dollar Amount of Repair Damages incurred as a result of earthquakes with epicenters within 50 miles of Pawnee, Oklahoma (not to exceed the repair estimates and/or repair bills or other evidence submitted with the Claim Form).

\$ \_\_\_\_\_ . \_\_\_\_\_

Did the property or properties indicated above suffer earthquake damages from earthquakes with epicenters within 50 miles of Pawnee, Oklahoma including, but not limited to the 5.8m earthquake near Pawnee on September 3, 2016 and the 5.0m earthquake near Cushing on November 6, 2016 and those occurring between November 15, 2014, and the Effective Date?  Yes  No

**Documents evidencing damages due to the earthquakes at issue are required.** I am submitting herewith the following documents (check all that apply):

- Repair Bills
- Repair Estimates
- Photographs
- Other (please specify) \_\_\_\_\_

## PART 2: SIGNATURE

I wish to participate in the class action settlement in *Adams v. Eagle Road, et al.*, Case No. CJ-2016-00078, in the District Court of Pawnee County, Oklahoma State of Oklahoma (the “Action”).

I declare under penalty of perjury that all information I provided in this Claim Form and documentation, as applicable, in support of my claim is true to the best of my knowledge and belief. I further declare under penalty of perjury that:

The submission of this claim form waives any and all rights I might otherwise have to opt out of the settlement of the Action and bring a lawsuit individually.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /  
                                  MM      DD      YYYY

## **CHECKLIST**

Please make sure that you have:

1. Completed the Claim Form.
2. Provided repair bills, repair estimates, photographs, or other evidence of damages.
3. Signed the Claim Form, attesting to the truth of the information provided in the Claim Form.
4. Kept a copy of your completed Claim Form for your files.
5. Uploaded or mailed your Claim Form and applicable documents evidencing damages before **Month \_\_, 2022.**

If submitting by mail, mail your Claim Form to:

*Adams v. Eagle Road, et al.*  
Attn: Settlement Administrator  
P.O. Box \_\_\_\_\_  
City, ST \_\_\_\_\_ - \_\_\_\_\_

If submitting online, complete the electronic Claim Form available at: [www.\[website\].com](http://www.[website].com).

**BE SURE TO SIGN THE CLAIM FORM AND SUBMIT IT AND APPLICABLE DOCUMENTS EVIDENCING DAMAGE TO THE SETTLEMENT ADMINISTRATOR POSTMARKED NO LATER THAN MONTH \_\_, 2022.**

***Adams v. Eagle Road, et al.***

In the District Court of Pawnee County, Oklahoma State of Oklahoma  
Case No. CJ-2016-00078

**CLAIM FORM INSTRUCTIONS**

**FILE YOUR CLAIM ONLINE AT:**

[www.\[website\].com](http://www.[website].com)

**OR MAIL TO:**

*Adams v. Eagle Road, et al.*

Attn: Settlement Administrator

P.O. Box \_\_\_\_\_

City, ST \_\_\_\_\_ - \_\_\_\_\_

Your claim must be submitted online or postmarked by Month \_\_, 2022.

Please read the full Notice (available at [www.\[website\].com](http://www.[website].com)) carefully before filling out this Claim Form.

**I. ARE YOU A SETTLEMENT CLASS MEMBER?**

For you to be eligible for benefits, you must be a member of the Settlement Class and file a timely and valid Claim Form.

The Settlement Class is all Class Representatives, Plaintiffs in the individual actions, and all persons, municipalities, county governments, or tribal governments, who own or owned real property within the borders of Oklahoma or have or had a property interest therein between November 15, 2014, through the Effective Date, and which suffered earthquakes, foreshocks and aftershocks arising from the Cushing Earthquake and the Pawnee Earthquake with epicenters within 50 miles of Pawnee, Oklahoma.

The “Pawnee Earthquake” means the 5.8m earthquake occurring on September 3, 2016, with an epicenter approximately 9 miles to the northwest of Pawnee, Oklahoma.

The “Cushing Earthquake” means the 5.0m earthquake occurring on November 6, 2016, with an epicenter approximately 3 miles to the west of Cushing, Oklahoma

**II. GENERAL INSTRUCTIONS**

Read all instructions below before filling out the Claim Form.

1. Type or print legibly all information in blue or black ink;
2. Provide proof of your damages with repair bills, repair estimates, photographs, and any other evidence of damages that you have;

3. Sign and date the Claim Form under Part 2. **Your claim will not be valid if your Claim Form has not been signed and dated;**
4. Make a copy of your completed Claim Form for your records. Then either submit the form electronically at [www.\[website\].com](http://www.[website].com) or sign the form and mail it to:

*Adams v. Eagle Road, et al.*  
Attn: Settlement Administrator  
P.O. Box \_\_\_\_\_  
City, ST \_\_\_\_\_ -

5. To be considered timely, your Claim Form must be submitted online or postmarked by no later than **Month \_\_, 2022**. Failure to submit your claim by this deadline may result in the denial of your claim.
6. No acknowledgement will be made as to the receipt of your claim, except as follows. You will receive a rejection letter if your claim is untimely or invalid; and you will receive a deficiency letter if your claim is deficient in ways that you can correct. If you want confirmation that your claim was received, please send it via Certified Mail, return receipt requested.
7. If you have questions about the Settlement, please visit the settlement website [www.\[website\].com](http://www.[website].com) or call toll free [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx).

# **EXHIBIT 2**

# plg POYNTER LAW GROUP

407 President Clinton Ave., Suite 201  
Little Rock, AR 72201



Scott Poynter, Partner  
**POYNTER LAW GROUP, PLLC**

In August of 2015, Scott and Elizabeth Poynter formed Poynter Law Group with the purpose of helping people and businesses injured either financially or personally.

Scott has practiced law for more than 30 years. He received his law degree from the University of Arkansas in the fall of 1989.

He is a veteran; having served as a Judge Advocate in the United States Air Force and Air Guard for about thirteen years. Scott was involved in more than fifty jury trials while on active duty and within the Arkansas Air Guard.

After active duty, Scott focused his work on the representation of shareholders, employees, and consumers, mostly, in class action and mass injury litigation. In those complex cases, several federal and state judges across the Country appointed Scott to lead counsel and executive committee positions in cases of securities fraud, consumer fraud, and agriculture market losses involving rice, corn and other crops.

Scott's current practice is primarily focused on two major issues. In Arkansas, Scott represents over a hundred family-owned and independent pharmacies with businesses threatened by Pharmacy Benefit Managers and their unlawful practices. Scott, also licensed in Oklahoma, represents hundreds of Oklahomans suffering from earthquakes caused by oil and gas operations.

Pharmacy Benefit Managers (or "PBMs") are the middlemen between pharmacies and insurance companies, and for years they have abused Arkansas's independent pharmacies. Indeed, PBMs have forced many local pharmacists out of business.

In addition to representing hundreds of families with earthquake damages due to fracking waste disposal, Scott also represents the Pawnee Nation of Oklahoma and St. Gregory's University for such harms. Scott has been called the "pioneer" of induced seismicity cases, and further, that "he invented it." He has also been a guest of the Duke University and the University of Colorado to discuss induced seismicity and its resulting legal issues.

# **EXHIBIT 3**



## KCC Class Action Services Resume

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KCC is an industry leader in class action settlement administration. We administer claims processes and distribute funds in a vast array of varying matters, ranging from small and simple settlements to multi-year complex settlements involving millions of claimants.

KCC's parent company, Computershare, is a publicly traded company which, among its many business lines, provides global financial services centering on communications with customers on behalf of our corporate clients. Computershare employs over 12,000 people and does business with more than 25,000 clients in more than 21 countries. KCC's operations are regulated by federal agencies, including both the SEC and OCC. KCC has the largest infrastructure in the class action industry, and is backed by superior data security, call center support and technology. In addition to the immense resources and capabilities brought to bear through Computershare, KCC can execute all operations in-house with zero outsourcing; a capacity which allows for full quality control over each aspect of service.

KCC has administered over 7,200 class action matters and handled thousands of distribution engagements in other contexts as well. Our call centers handle 13.9 million calls each year. Our domestic infrastructure can open and scan 200,000 claims in a single day, and we have document production capabilities that print and mail millions of documents annually. Last year, our disbursement services team distributed more than \$1.6 billion (USD) across four million class payments.

### **Locations**

KCC has an administrative office in El Segundo, CA, operation offices in San Rafael, CA, and Louisville, KY, and presence in the East Coast, South and Midwest. In addition to these offices, KCC has the global support of Computershare. In the United States Computershare has more than 20 offices.

### **KCC Personnel**

KCC's experienced team of experts knows first-hand the intricacies contained in every aspect of settlement administration, and approach each matter with careful analysis and procedural integrity. Each client is assigned a team of experienced consultants, specialists and technology experts who serve as knowledgeable, reliable and accessible partners that have earned a reputation for exceeding clients' expectations. KCC's executive team – Gerry Mullins, President; Bryan Butwick, Executive Vice President; and Daniel Burke, Executive Vice President – are experienced industry leaders.

Our personnel have considerable experience which includes years of practice with KCC and related endeavors. KCC's professionals have extensive training, both on-the-job and formal, such as undergraduate and advanced business, information technology and law degrees, and they possess and/or have had licenses and certificates in disciplines that are relevant to class action administration.

### **Recognition**

Our settlement administration services have been recognized by *The National Law Journal*, *The New York Law Journal*, *The New Jersey Law Journal*, *The Recorder*, *Legal Intelligencer*, *Legal Times* and other leading publications. KCC has earned the trust and confidence of our clients with our track record as a highly-responsive partner.

Settlement Value	
Case	Value
Fortis Settlement	\$1,572,690,000
Ramah Navajo Chapter v. Jewell	\$940,000,000
U.S.A. v. The Western Union Company	\$586,000,000
Vaccarino v. Midland National Life Ins. Co	\$555,000,000
In re Facebook Biometric Info. Privacy Litig.	\$550,000,000
Safeco v. AIG	\$450,000,000
Johnson v. Caremark Rx, LLC	\$310,000,000
In re Activision Blizzard, Inc. Stockholder Litigation	\$275,000,000
Harborview MBS	\$275,000,000
Dial Corp. v. News Corporation, et al.	\$244,000,000
In re Medical Capital Securities Litigation Settlement	\$219,000,000
In Re: NCAA Athletic Grant-In-Aid Antitrust Litigation	\$208,664,445
Gutierrez v. Wells Fargo Bank, N.A	\$203,000,000
Postmates Mass Arbitration Settlement	\$179,000,000
BlueCrest Capital Management Limited	\$170,000,000
Bell v. Farmers - Bell III	\$170,000,000
In Re Diamond Foods, Inc. Securities Litigation	\$167,000,000
In re JPMorgan Chase & Co. Securities Litigation	\$150,000,000
Haddock v. Nationwide Life Insurance Co. Settlement	\$140,000,000
In re Freeport-McMoran Copper & Gold Inc. Derivative Litigation Notice	\$137,500,000
Bank of America, et al. v. El Paso Natural Gas Company, et al.	\$115,000,000
In re Anthem, Inc. Data Breach Litigation	\$115,000,000
In re Medical Capital Securities Litigation Settlement	\$114,000,000
Drywall Acoustic Lathing v. SNC Lavalin	\$110,000,000
In re Automotive Parts Antitrust Litigation III	\$103,000,000
Rural/Metro Corporation Stockholders Litigation	\$97,793,880
J.C. Penney Securities Litigation	\$97,500,000
Smokeless Tobacco Cases	\$96,000,000
Oubre v. Louisiana Citizens	\$92,865,000
Ardon v. City of Los Angeles	\$92,500,000
Nishimura v. Gentry Homes, Ltd. II	\$90,341,564
In Re: Potash Antitrust Litigation (II) (Escrow)	\$90,000,000
Ormond, et al, v. Anthem, Inc.	\$90,000,000
In re DRAM Antitrust Litigation	\$87,750,000
In re: Morning Song Bird Food Litigation	\$85,000,000
Ideal v. Burlington Resources Oil & Gas Company LP	\$85,000,000
Willoughby v. DT Credit Corporation, et al. (Drivetime)	\$78,000,000
In Re Tesla Motors, Inc. Stockholder Litigation	\$60,000,000

Class Members	
Case	Volume
Edwards v. National Milk Producers Federation et al.	90,000,000
In re Anthem, Inc. Data Breach Litigation	80,000,000
Carrier IQ Inc. Consumer Privacy Litigation	47,300,000
The Home Depot, Inc. Customer Data Security Breach Litigation	40,000,000
In re Facebook Biometric Info. Privacy Litig.	30,000,000
In Re Midland Credit Management, Inc. TCPA Litigation	30,000,000
Golden v. ContextLogic Inc. d/b/a Wish.com	29,222,936
Cassese v. WashingtonMutual	23,200,344
In re Wawa, Inc. Data Security Litigation	22,000,000
Rael v. The Children's Place, Inc.	22,000,000
In Re Optical Disk Drive Antitrust Litigation	20,000,000
In re UltraMist Sunscreen Litigation	20,000,000
Torres v. Wendy's International, LLC	18,000,000
In Re Lithium Ion Batteries Antitrust Litigation	16,000,000
Gordon v. Verizon Communications, Inc.	15,236,046
Experian Data Breach Litigation	15,000,000
Opperman v. Kong Technologies, Inc. et al.	13,279,377
Lerma v Schiff Nutrition International, Inc.	12,000,000
Kolinek v. Walgreen Co.	10,213,348
Dunstan v. comScore, Inc.	10,000,000
Sprint Government Restitution Program	9,500,000
Steinfeld v. Discover Financial Services	9,088,000
Cohen, et al. v. FedEx Office and Print Services, Inc., et al.	9,000,000
Elvey v. TD Ameritrade, Inc.	8,639,226
In Re: Monitronics International, Inc. Telephone Consumer Protection Act Litigation	7,789,972
In re Portfolio Recovery Associates Telephone Consumer Protection Act Litigation	7,395,511
Morrow v. Ascena Retail Group, Inc. and Ann Inc.	7,277,056
Shames v. The Hertz Corporation	7,271,238
In Re Facebook Biometric Information Privacy Litigation	7,000,000
Roberts, et al. v. Electrolux Home Products, Inc.	6,305,000
Chambers v. Whirlpool Corporation, et al.	5,788,410
Martin v. Safeway Inc.	5,610,739
Morales v. Conopco Inc. dba Unilever (TRESemmé Naturals)	5,000,000
Murray v. Grocery Delivery E-Services USA Inc. bda Hello Fresh	5,000,000