

IN THE DISTRICT COURT OF PAWNEE COUNTY
STATE OF OKLAHOMA

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

Plaintiff,

Case No. CJ-2016-00078

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.

** UNOPPOSED **

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

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

Pursuant to 12 O.S. §2023 E., Plaintiffs and Eagle Road have negotiated a Settlement Agreement (provided as **Exhibit 1** here), which gained preliminary settlement approval from this Court on July 25, 2022. In accordance with the Court's order of that

day, the Settlement Class was notified of the terms of the Settlement and of its rights to either opt out or object to the Settlement. No objections and no exclusions were filed or received by Class Counsel, Eagle Road, or the KCC, LLC, the Settlement's Administrator (hereafter, "KCC"). Thus, this motion for final settlement approval is being filed unopposed.

MEMORANDUM OF LAW

Under 12 O.S. §2023 E., this Court must now determine whether the Settlement is fair, adequate, and reasonable, and thus, deserving of final approval. Further, this Court must also determine whether to approve the negotiated attorneys' fees and expenses, and the Class Representative's Award.

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 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 earthquake 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 these allegations.

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.

With this motion, Plaintiffs seek the following:

1. Certification of the Settlement Class for purposes of the Settlement;

2. Final approval of the Notice and Notice plan, as conducted by the Settlement Administrator KCC and attested to in **Exhibit 2**, as the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class Members, and thus, satisfied the requirements of Oklahoma law and due process of law; and,
3. Final approval of the \$850,000.00 cash Settlement and finding all the Settlement's terms to be in all respects fair, reasonable, adequate and in the best interests of the Settlement Class.

Further, and to be separately considered, Class Counsel and the Class Representative move, consistent with the Settlement's terms, for approval of the following:

1. The approval and provision of a negotiated 40% attorneys' fee to Class Counsel of \$340,000.00;
2. The approval and provision of reimbursement of litigation costs to Class Counsel of up to \$44,361.49¹; and,
3. The approval and provision of a \$7,500.00 Incentive Award to the Class Representative James Adams.

¹ The Settlement Agreement provided for reimbursement of up to \$75,000.00 in case expenses.

II: LAW AND ARGUMENT

1. Legal Standards for Final Settlement Approval.

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. *Bayhille v. Jiffy Lube Intern., Inc.*, 2006 OK CIV APP 130, ¶11, 146 P.3d 856, 859. Courts also examine the fairness, adequacy, and reasonableness of a class settlement in light of four factors: (1) whether the proposed settlement was fairly and honestly negotiated, (2) whether serious questions of law and fact exist, placing the ultimate outcome of litigation in doubt, (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation, and (4) the judgment of the parties that the settlement is fair and reasonable. *Velma-Alma Indep. Sch. Dist. No. 15 v. Texaco, Inc.*, 2007 OK CIV APP 42, 162 P.3d 238, 243, citing *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96 (2ndCir.2005), *certiorari denied by Leonardo's Pizza by the Slice v. Wal-Mart Stores, Inc.*, 544 U.S. 1044, 125 S.Ct. 2277, 161 L.Ed.2d 1080 (2005).

2. Certification of the Settlement Class for Settlement Purposes is Appropriate.

12 O.S. §2023 certification is warranted with respect to this Settlement and the Settlement Class. Each of the four elements of §2023 A. are met as demonstrated in those incorporated documents. Indeed, the Settlement Class includes hundreds of thousands of potential members, and hundreds, if not thousands, of members are expected to file claims before the December 29, 2022, claim deadline. Further, the questions of fact and law in this action are demonstrably common, and moreover, the Plaintiffs' claims will all hinge on the same scientific proof and legal theories of recovery. All the claims of each

class member are all typical of one another in that each claim is principally based upon the same wrongful conduct of Eagle Road and the other non-settling Defendants. And lastly, the final element of §2023 A. is also met because Mr. Adams as the Class Representative has fairly and adequately represented the Settlement Class by being knowledgeable of the claims, participating in the action and in the discovery process, and by hiring counsel skilled in complex class action litigation. *Gentry v. Cotton Elec Co-op, Inc.*, 2011 OK CIV APP 24, 268 P.3d 534.

Further, the requirements of §2023 B. 3. have also been met. The overriding and prevailing common question of fact and law is whether the Defendants, including Eagle Road, contributed to the seismicity at issue and would be liable for the resulting damages, and the class mechanism is far more superior than mass amounts of individual litigation all based upon the same scientific proof and legal theories. *Id.*

3. The Settlement Administrator Has Provided Notice to the Settlement Class that Meets Oklahoma's Legal Standards and Constitutional Due Process.

The Notice and Notice Plan met the legal standards of 12 O.S. §2023 C. and constitutional due process, and for this reason the Court approved the Notice and Notice plan with its Preliminary Approval Order.²

The Settlement Administrator has carried out its duties with respect to the Court's Preliminary Approval Order and attached as **Exhibit 2** is the Declaration of the

² In its Preliminary Approval Order, entered on July 25, 2022, the Court ordered that publication in the Cleveland American newspaper be added to the Notice Plan, and Class Counsel and KCC complied with this aspect of the Order. See Exhibit 1.

Settlement Administrator demonstrating same, which is fully incorporated here by reference as if stated here word for word.

4. **The Settlement is Fair, Reasonable, and Adequate.**

The Settlement is fair, reasonable, and adequate, and deserving of final approval. Although, Plaintiffs developed scientific proof through geophysicists that the seismicity at issue near Pawnee and Cushing were not acts of God, but instead were induced by wastewater disposal operations, they also understand that this litigation is novel, and therefore, is risky and uncertain. Further, Eagle Road has highly experienced and skilled counsel and there is no question that, absent this Settlement, further litigation would be extremely challenging, expensive, and drawn out. On the other hand, the Settlement provides certainty for the Settling Parties, and moreover, provides substantial and immediate cash relief to the Settlement Class. Under *Jiffy Lube*, the settlement is reasonable and warrants approval. Further, the reasonableness and adequacy of the Settlement is established under the factors discussed in *Velma-Alma*.

The Settlement was negotiated in good-faith and at arms-length. In fact, the Settlement's terms were agreed to in mediation with a highly-skilled, independent, and experienced mediator Joseph Paulk of Dispute Resolution Consultants. Thereafter, the Settling Parties spent several weeks ironing out the details of the mediated Settlement, and fully-negotiated and drafted the Settlement Agreement. To such ends, the Settlement was fairly and honestly negotiated.

Second, there were serious questions of law and fact that placed the ultimate outcome of the litigation in doubt. As discussed above, induced seismicity litigation is

extremely novel, and therefore, the scientific facts are difficult to manage and, certainly, doubt exists as to such proof – particularly when it will be countered with Defendants’ anticipated expert witnesses. This factor also weighs heavily in favor of final settlement approval.

Third, the factor of whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation also weighs heavily in favor of final approval. To prepare this case through class certification, interlocutory appeals, development of more facts through multiple experts on both sides, trial preparation, the trial, and most certain appeals thereafter, would undoubtedly increase risk and expense. But the Settlement provides immediate certainty, and substantial cash relief for the Settlement Class.

Finally, the last *Velma-Alma* element is also met. As the Settlement provides the parties and their skilled and experience counsel also believe in their best judgment that the mediated Settlement is fair and reasonable.

Thus, all the elements to be considered under *Jiffy Lube* and *Velma-Alma* in considering the Settlement have been met.

III: FEE APPLICATION OF CLASS COUNSEL

Class Counsel’s Requested Attorneys’ Fee and Expense Reimbursement Is Reasonable, and the Class Representative’s Incentive Award is also Reasonable.

Pursuant to the terms of the Settlement Agreement, the Class Representative and Class Counsel apply for approval of a 40% attorneys’ fee, reimbursement of \$44,361.49 in case-related expenses, and a \$7,500.00 Incentive Award for Mr. Adams. All these

amounts are warranted, reasonable, and deserving of this Court's approval. In fact, no member of the Settlement Class has voiced an objection to these items. In support of these requests, Plaintiffs have provided the Declaration of Class Counsel, which is also fully incorporated herein by reference. **Exhibit 3.**

This is a "Common Fund" contingent fee case. Complicated class actions are never taken on an hourly basis for fair access to our courts. Here, as in other contingency fee cases, the Settlement Class only benefits from the result Class Counsel obtains.

Indeed, Oklahoma's appellate courts have repeatedly approved contingency fees in class action cases, and moreover, the negotiated percentage of 40% falls within the range of reasonableness by courts in Oklahoma. In these matters, Oklahoma law recognizes any attorneys' fee award must account for the risks inherent in contingency class cases by allowing for a "risk-litigation" premium. *Morgan v. Galilean Health Enters., Inc.* 1998 OK 130, n.30, 977 P.2d 357 (citing *Brashier v. Farmers Ins. Co. Inc.*, 1996 OK 86, ¶11, 925 P.2d 20, 25).

Pursuant to 12 O.S. § 2023(G), the court must consider thirteen "Burk" factors. *State ex rel. Burk v. City of Oklahoma City*, 1979 OK 115, 598 P.2d 659. These factors are the (1) time and labor required, (2) the novelty and difficulty of the questions, (3) the skill requisite to perform the legal service properly, (4) the preclusion of other employment by the attorney due to acceptance of the case, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) the time limitations by client or circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation, and ability of the

attorneys, (10) the “undesirability” of the case, (11) the nature and length of the professional relationship with the client, and (12) awards in similar cases.

Each of these factors weigh favorably to approval of the negotiated 40% contingency fee provided in the Settlement Agreement, and reimbursement of Class Counsel’s requested case costs of \$44,361.49. See Declaration of Class Counsel at **Exhibit 3**. As the Court knows, Class Counsel previously settled a class action case with several defendants in Lincoln County known as *Cooper v. New Dominion, et al.* (the “Cooper Class Action”) and assigned to Judge Lori Walkley by special appointment of the Supreme Court. There, as here, the settling parties negotiated an attorneys’ fee of 40% of the settlement fund, and it was approved without objection by Judge Walkley. Judge Walkley also approved reimbursement of \$37,766.59 in litigation costs incurred by Class Counsel.

The negotiated Class Representative Award of \$7,500.00 is also fair and reasonable. Such awards are allowed routinely by courts in class action cases. *Allapattah Services, Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185 (S.D. Fla. 2006). See also Judge DeGiusti’s ruling approving class representative case contribution fees as being appropriate in *Chieftain Royalty Co. v. SM Energy Co.*, CIV-11-177-D (W.D. Okla. Dec. 23, 2015)).

In *Allapattah Services, Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185 (S.D. Fla. 2006) the Court allowed payment from the common fund because the assumption of risk, inconvenience, and commitment of time by a class representative has conferred a benefit on the entire class. In the end, the *Allapattah* Court approved a 1.5% incentive award to eight class representatives in equal amounts of \$1.76 million each. Here, a 1.5% incentive

award would be \$12,500.00, which is well above the negotiated \$7,500.00 award. Moreover, and supporting of the \$7,500.00 incentive here, is that Judge Walkley also approved a \$7,500.00 incentive award in the like Cooper Class Action.

IV: CONCLUSION

When weighed against the merits of Plaintiffs' claims and the uncertainty of this unique litigation, the Settlement, and all its terms, including the attorneys' fees, case expenses and Class Representative Award provisions, is clearly fair and reasonable and deserving of final settlement approval.

DATED: September 8, 2022,

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Scott Poynter", with a long horizontal line extending to the right.

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CERTIFICATE OF SERVICE

I certify that on the day of September 8, 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.

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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,

Case No. CJ-2016-00078

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.

SETTLEMENT AGREEMENT

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

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

Jarrold 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

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

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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

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 ¼ 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.

A handwritten signature in blue ink, appearing to read "Scott Poynter", with a long horizontal flourish extending to the right.

Scott Poynter
Class Counsel

A handwritten signature in blue ink, appearing to read "S. Adams", with a stylized, cursive script.

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,

Case No. CJ-2016-00078

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.

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

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

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,

Case No. CJ-2016-00078

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.

**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

JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Steve Adams
For Eagle Road

/s/ Scott Poynter
Class Counsel

EXHIBIT C

**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.

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
SUBMIT A CLAIM FORM BY XXXXXXXX	This is the only way to receive benefits.
EXCLUDE YOURSELF BY XXXXX	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.
OBJECT BY XXXXXXXX	Write to the Court about why you do not like the Settlement or why you think the Settlement is unfair, inadequate or unreasonable.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	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.

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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;
- *Jarrold 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 [\[email\]@\[website\].com](mailto:[email]@[website].com) or call toll-free at 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 [redacted]

QUESTIONS? CALL TOLL-FREE 1-xxx-xxx-xxxx OR VISIT 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 [_____\[redacted\]@\[website\].com](mailto:_____[redacted]@[website].com) or by mail to the Settlement Administrator postmarked no later than **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:

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

<u>Clerk of the Court</u>	<u>Class Counsel</u>	<u>Defendant's Counsel</u>
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?

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**. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website at **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**.

EXHIBIT 2

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

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

Plaintiff,

vs.

(1) EAGLE ROAD OIL LLC,
(2) CUMMINGS OIL COMPANY,
(3) TERRITORY RESOURCES, LLC,
(4) ENERVEST OPERATIONS, 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

**AFFIDAVIT OF JANETH ANTONIO RE:
NOTICE PROCEDURES**

1
2
3
4
5 I, Janeth Antonio, declare:
6
7

8 1. I am a Director for KCC Class Action Services, LLC ("KCC"), located at 1
9 McInnis Parkway, Suite 250, San Rafael, CA 94903. Pursuant to the Order Granting Preliminary
10 Approval of Proposed Class Action Settlement With Eagle Road Oil LLC (the "Preliminary
11 Approval Order") dated July 25, 2022, the Court appointed KCC as the Settlement
12 Administrator in connection with the proposed Settlement of the above-captioned Action.¹ I have
13 personal knowledge of the matters stated herein and, if called upon, could and would testify
14 thereto.

15 **PUBLICATION OF THE SUMMARY NOTICE**

16 2. KCC caused the Summary Notice to be published in the August 1, August 8,
17 August 15, and August 22, 2022 issues of *The Oklahoman* and the *Tulsa World*, and in the
18 August 3, August 10, August 17, and August 24, 2022 issues of *The Cleveland American*, the
19 *Cushing Citizen*, and *The Pawnee Chief*. An additional insertion appeared in the August 31, 2022
20 issue of *The Cleveland American* at no extra charge. A true and correct copy of the Summary
21 Notice as it appeared in each newspaper on each date is attached hereto as Exhibit A.

22 3. In addition, KCC purchased approximately 4,605,000 impressions to be
23 distributed programmatically on desktop and mobile devices via various websites from August 1,
24 2022 through August 30, 2022. The impressions were geographically targeted to adults 18 years
25 of age and older in Oklahoma statewide, as well as to Pawnee County and to Creek, Noble,
26 Osage, Payne, and Tulsa Counties. A total of 4,805,390 impressions were delivered, resulting in
27 an additional 200,390 impressions at no extra charge. Confirmation of the digital notices as they
28 appeared on a variety of websites is attached hereto as Exhibit B.

1
2 **SETTLEMENT WEBSITE**

3 4. On or about July 27, 2022, KCC established a website
4 www.PawneeEarthquakeSettlement.com dedicated to this matter to provide information to the
5 Class Members and to answer frequently asked questions. The website URL was set forth in the
6 Publication Notices.
7

8 5. Visitors of the website can download copies of the Notice, Claim Form, and other
9 case-related documents. Visitors can also submit claims online, and, if applicable, upload
10 supporting documentation. True and correct copies of the Long Form Notice and Claim Form is
11 attached hereto as Exhibit C and D. As of September 1, 2022, there have been 3,090 users, 4,689
12 sessions/hits (active visits to the website), and 7,107 page views of the website.
13

14 **TELEPHONE HOTLINE**

15 6. KCC established and continues to maintain a toll-free telephone number 1-888-
16 890-6717 for potential Class Members to call and obtain information about the Settlement,
17 request a Notice Packet, and/or seek assistance from a live operator during regular business hours.
18 As of the date of this declaration, KCC has received a total of 59 calls to the telephone hotline.
19 KCC has also received five requests for Claim Forms and long-form Notices.
20

21 **CLAIM FORMS**

22 7. The postmark deadline for Class Members to file claims in this matter is December
23 29, 2022. To date, KCC has received 12 timely-filed claim forms. KCC expects to receive
24 additional timely claim forms up through the filing deadline.

25 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

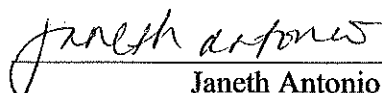
26 8. The Notice informs Class Members that requests for exclusion from the Class
27 must be postmarked no later than September 6, 2022. As of the date of this declaration, KCC has
28 received no requests for exclusion.

OBJECTIONS TO THE SETTLEMENT

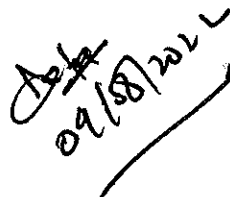
9. The postmark deadline for Class Members to object to the settlement is September 6, 2022. As of the date of this declaration, KCC has received no objections to the settlement.

My testimony is true and correct and made under penalty of perjury.

Executed on September 8, 2022 at Vallejo, California


Janeth Antonio

Please see CALIFORNIA
attachment for notary seal



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano

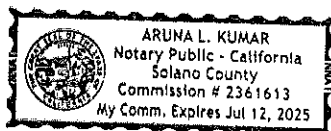
Subscribed and sworn to (or affirmed) before me

on this 08 day of September, 2022,
by _____ Date _____ Month _____ Year _____

(1) JANETH ANTONIO

(and 2 _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Settlement Document Date: 09/15/2022

Number of Pages: 5 Signer(s) Other Than Named Above: _____

Exhibit A

Train endangers some pre-historic sites

MARK STEVENSON
Associated Press

MEXICO CITY — The Mexican government invoked national security powers to forge ahead with a tourist train along the Caribbean coast that threatens extensive caves where some of the oldest human remains in North America have been discovered.

President Andrés Manuel López Obrador is racing to finish his Maya Train project in the remaining two years of his term over the objections of environmentalists, cave divers and archaeologists.

The government paused the project this year after activists won a court injunction against the route, because it cut a swath through the jungle for tracks without previously filing an environmental impact statement.

But the government invoked national security powers to resume the track laying. López Obrador said the delay was very costly and the decree would prevent the interests of a few from being put above the general good.

In November, his government issued a broad decree requiring all federal agencies to give automatic approval for any public works project the government deems to be “in the national interest” or to “involve national security.”

“I never knew we lived in a country where the president could just do whatever he wants,” said Jose Urbina Bravo, a diver who filed one of the court challenges.

Activists say the heavy, high-speed rail project will fragment the coastal jungle and will run often above the roofs of fragile limestone caves known as cenotes, which — because they’re flooded, twisty and often incredibly narrow — can take decades to explore.

Inside those water-filled caves are archaeological sites that lain undisturbed for millennia.

The cave systems have mainly been through the efforts of volunteer cave divers working hundreds of yards inside the flooded caverns. Caves along the Caribbean coast yielded treasures like Naia, the nearly complete skeleton of a young woman who died about 13,000 years ago.

She was discovered in 2007 by divers and cave enthusiasts who were mapping water-filled caverns north of the city of Tulum, where the train line is heading.



MEXICO'S NATIONAL INSTITUTE OF ANTHROPOLOGY AND HISTORY VIA AP

Scuba divers explore the Hoyo Negro underwater cave, or cenote, in Tulum, Quintana Roo state, Mexico, where according INAH, a skeleton almost 13,000 years old of a prehistoric young woman was found, making it the oldest and most complete found in the Americas.



MARCO UGARTE, ASSOCIATED PRESS

Rogelio Jiménez Pons, director of Fonatur, points to photos of a planned train through the Yucatan Peninsula during an interview in 2019 in Mexico City.

“Just in this one stretch of 60 kilometers (36 miles of planned train tracks), there are 1,650 kilometers of flooded caves full of pure, crystalline water,” said Octavio del Rio, a diver and archaeologist who has been exploring the region for three decades. In 2004, Del Rio himself participated in the discovery and cataloguing of The Woman of Naharon, who died

around the same time, or perhaps earlier, than Naia.

“I don’t know what could be more important than this, right?” said Del Rio. “We are talking about the oldest remains on the continent.”

The 950-mile Maya Train line will run in a rough loop around the Yucatan peninsula, connecting beach resorts and archaeological sites.

The government’s National Institute of Anthropology and History is tasked with protecting relics along the route but its experts largely aren’t able to take the deep, long, extended dives needed to reach the flooded caves. Even near the surface, where most of the government’s archaeological work has been done, there have been stunning discoveries along the proposed path of the train.

Government archaeologist Manuel Perez acknowledged that an almost fully preserved small Mayan temple — complete with wooden roofing — was located in a cave near the train’s path. He suggested the route be changed.

But his boss, Diego Prieto, the head of the institute, appeared to rule out changing the path of the train, for which workers have already cut down a 50-yard wide swath of jungle dozens of miles long. He suggested most of the relics, in the few months left before the train is built, can simply be picked up and moved.

“The problem isn’t the route ... even if the route is changed, there are going to be lots of discoveries anyway,” said Prieto. “The problem is the archaeological work to gather

the material found, and conserve those structures that should remain on site.”

The caves along the coast were probably dry 13,000 years ago, during the last ice age, and so once sea levels rose at the end of the ice age and they flooded, they acted as time capsules — very fragile ones. The government’s plan is to sink beams and cement columns through the roofs of the caves, probably collapsing them — and the invaluable relics they hold — to support the railway.

That’s not to mention the 42-mile swath of jungle that is being cut down to make way for this segment of the train line, in addition to the tons of crushed rock that will have to be piled atop the soil to create a bed for the 100 mph (160-kilometer-per-hour) train.

Urbina Bravo, a diver and environmentalist who has worked on the Caribbean coast for decades, said “making decisions without the support of science, without the backing of specialists has cost us very dearly” in projects around the world. “We continue and will continue to pay the price for these errors.”

LEGAL NOTICE

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.

To File a Claim, visit www.PawneeEarthquakeSettlement.com.

Read this Notice carefully, as it affects your rights.

For more information, visit www.PawneeEarthquakeSettlement.com or call 1-888-890-6717.

A settlement has been reached with Eagle Road Oil, LLC (“Eagle Road” or “Defendant”) in a class action lawsuit about whether wastewater disposal wells contributed to causing the earthquakes near Pawnee, Oklahoma.

Who’s included? The Settlement includes 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 and 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 (“Settlement Class Members”).

What does the Settlement provide? Defendant has agreed to create a \$850,000 cash Settlement Fund that will be used to make cash payments to Settlement Class Members, pay reasonable fees and expenses of the Settlement Administrator, pay reasonable fees and expenses incurred by the Special Master, and pay attorneys’ fees, reasonable litigation expenses, and an incentive award for the Class Representative. The Net Proceeds of the Settlement Fund shall be distributed to qualifying Settlement Class Members who submit valid Claim Forms. Claimants with damaged properties within 25 miles of Pawnee (“Zone A Claimants”) will 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. Claimants with damaged properties within 25 to 50 miles of Pawnee (“Zone B Claimants”) will 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. Claimants with damaged properties within 50 to 100 miles of Pawnee (“Zone C Claimants”) will be placed in Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C Claimants based upon their submitted damages evidence. Claimants with damaged properties more than 100 miles of Pawnee (“Zone D 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 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.

How do you get the Settlement benefits? You must submit a Claim Form by **December 29, 2022**. Claim Forms may be submitted online or printed from www.PawneeEarthquakeSettlement.com. Claim Forms are also available by calling 1-888-890-6717 or by writing to the Settlement Administrator.

Your other options. If you are included in the Settlement and do nothing, your rights will be affected and you won’t get any Settlement benefits. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **September 5, 2022**. Unless you exclude yourself, you won’t be able to sue or continue to sue the Defendant or related parties for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **September 5, 2022**. More information about your options is available at www.PawneeEarthquakeSettlement.com.

The Court’s Final Approval Hearing. The Pawnee County District Court will hold a Final Approval Hearing in this case on September 15, 2022 to consider whether to approve: the Settlement; a request of up to 40% of the Settlement Fund in attorneys’ fees, plus up to \$75,000 in litigation costs; and a \$7,500 incentive award payment for the Class Representative.

Want more information? Call 1-888-890-6717; visit www.PawneeEarthquakeSettlement.com; or write to *Adams v. Eagle Road* Settlement Administrator, P.O. Box 990, Corte Madera, CA 94976-0990.

PLEASE DO NOT CONTACT THE COURT.

Call Toll-Free 1-888-890-6717

www.PawneeEarthquakeSettlement.com

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Summer camp aids Ukrainian kids

Jewish volunteers bond with refugees in Poland

Vanessa Gera
ASSOCIATED PRESS

WARSAW, Poland – A 5-year-old girl’s drawing at a summer camp in Poland’s capital caught the eye of one of her counselors. Why did she use black and white, and not red or pink, to make a heart, Rabbi Ilana Baird asked the child.

The girl, sighing heavily, said it was black like the dog she left behind in Ukraine.

Baird, who lives in California, volunteered with several other Jews originally from Russia or other parts of the former Soviet Union to mentor Ukrainian refugee children at the camp in Warsaw. The program, which ended Friday, was designed to give some joy to youngsters traumatized by war, to help prepare them for a new school year in Poland, and to give their mothers some time to themselves.

After performing puppet shows and reading stories to her group of 5- and 6-year-old campers, painting a lot of little faces and dispensing lots of big hugs, the rabbi saw another heart drawing. This one was pink.

“Happiness,” the girl said. Baird, 48, was happy to see cheerful colors and rainbows also emerging in the artwork of other children under her care at the Kef Be Kayitz camp, a Hebrew name that means Fun in the Summer.

For the volunteers, the decision to take time off from their jobs in the United States and fly to Poland to work with the Ukrainian children was driven by a desire to help those in need, a value that’s a central part of Jewish religious teachings.

“Jewish people have suffered so much in the past. We suffered pogroms, we suffered the Holocaust and we suffered antisemitism,” Baird said. “And we have a sense of obligation to help people who are suffering right now.”

After Russia invaded Ukraine on Feb. 24, people across Poland sprang into action to welcome and help refugees from the neighboring country. Poland has accepted more of the war’s refugees than any other nation.



Ukrainian refugee children gather outside the Lauder Morasha School in Warsaw, Poland, Thursday. A special summer camp run by Jewish organizations has brought Jewish volunteers from the former Soviet Union to Warsaw to help the kids.

Local and international Jewish organizations also wasted no time in trying to meet the most urgent needs: to house and feed the Ukrainians, most of whom are women and children.

With the war about to enter its sixth month, the camp at the Lauder Morasha School in Warsaw reflects the type of programming being developed to meet the changing needs of refugees. Many Ukrainians realize they won’t be able to go home soon, or perhaps ever, said Helise Lieberman, the director of the Taube Center for Jewish Life and Learning.

Mornings were devoted to Polish, English and math lessons so the children will be in a stronger position to adapt to school. Many of the Ukrainian kids who arrived in Poland since February finished the Ukrainian academic year remotely but will be entering Polish schools in September.

Campers spent afternoons doing arts



Rabbi Ilana Baird volunteers to mentor Ukrainian refugee children at the summer camp. PHOTOS BY MICHAL DYJUK/AP

and crafts, playing sports and making excursions to city museums and parks. About a third of the 90 children who attended the camp are Jewish, said Marta

Saracyn, the head of the Jewish Community Center of Warsaw.

“It’s a lovely bubble for kids to be kids,” Saracyn said.

Some of the Ukrainian refugee mothers need to look for jobs, and some are severely depressed after being separated from partners and relatives back home, organizers said.

The Jewish Federations of North America recruited nearly 90 Russian-speaking educators and rabbinic leaders to help Ukrainian refugees in Poland and Hungary, and 10 helped out at the Warsaw camp, said Hannah Miller, who runs the volunteer program.

The 10 camp volunteers are Russian-speaking immigrants who left the Soviet Union decades ago, or the children of Russian Jewish immigrants

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What does the Settlement provide? Defendant has agreed to create a \$850,000 cash Settlement Fund that will be used to make cash payments to Settlement Class Members, pay reasonable fees and expenses of the Settlement Administrator, pay reasonable fees and expenses incurred by the Special Master, and pay attorneys’ fees, reasonable litigation expenses, and an incentive award for the Class Representative. The Net Proceeds of the Settlement Fund shall be distributed to qualifying Settlement Class Members who submit valid Claim Forms. Claimants with damaged properties within 25 miles of Pawnee (“Zone A Claimants”) will 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. Claimants with damaged properties within 25 to 50 miles of Pawnee (“Zone B Claimants”) will 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. Claimants with damaged properties within 50 to 100 miles of Pawnee (“Zone C Claimants”) will be placed in Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C Claimants based upon their submitted damages evidence. Claimants with damaged properties more than 100 miles of Pawnee (“Zone D 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 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.

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GANNETT | LOCALiQ

Pawnee Bill Ranch to host screening of "The Virginian" at Buffalo Theatre City

On Friday, August 19, the Pawnee Bill Ranch and Museum is to hold a film screening of "The Virginian"

Liquor tax collections at \$13,258.24 for July

Alcoholic beverage tax collections for July 2022 were at \$13,258.24 which was \$18.95 above the amount of \$13,239.29 collected in June according to Pawnee County Treasurer Carrie Tatum.

Following is a chart showing the portion of the total collections allocated to each city/town.

	June	July	Diff.
CLEVELAND	\$6,512.96	\$6,522.28	+9.32
PAWNEE	3,934.19	3,939.83	+5.64
JENNINGS	569.00	569.81	+.81
RALSTON	540.54	541.32	+.78
WESTPORT	910.39	911.69	+1.30
HALLETT	213.37	213.68	+.31
MARAMEC	134.12	134.31	+.19
BLACKBURN	142.25	142.45	+.20
SKEDDEE	125.99	126.17	+.18
TERLTON	156.48	156.70	+.22
TOTALS	\$13,239.29	\$13,258.24	+18.95

Government Loan Program

Congress has set aside up to \$25,000 to homeowners for qualified home improvement.

Metal Roofing • Sun Room Siding • Bath • Windows Walk-In Jacuzzi Safety Tubs

Low Monthly Payments

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(Published in THE PAWNEE (OK) CHIEF, August 3, 10, 17, and 24, 2022)

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(1946). This screening is being held in conjunction with the "Let's Talk About It" book series discussion at Pawnee Bill Ranch featuring author Owen Wister's book upon which the movie is based.

Before the 6 p.m. screening, from 5 to 6 p.m., Pawnee Bill Ranch and Museum staff will be giving summer carriage rides around town. The historic Buffalo Theatre buvette (snack bar) will be open for pre-show snacks. The Pawnee Bill Ranch will also bring a pop-up museum store that will be available for people to shop for some of the book titles in this year's "Let's Talk About It" book series. This will provide an opportunity for people to sign up for the program and take home the latest book in

the series. The following day, on Saturday, August 20, at 6 p.m., the Pawnee Bill Ranch and Museum will host the evening "Let's Talk About It" book discussion featuring "The Virginian" (1902) by Owen Wister.

Pawnee Bill Ranch and Museum in Pawnee has partnered with Oklahoma Humanities (OH) to host OH's book discussion series "Let's Talk About It." The book club meetings are taking place as monthly in-person and online gatherings at the museum on Blue Hawk Peak and will feature a different book title each month from July to November.

All five of the books in the program have the overarching theme of the historical cowboy—the hired man on horseback who rode the ranges and

trails of the post-Civil War West. The readings for this program may help to explain the primacy of the cowboy over all other western types from the 19th century. Each month, a scholar will give a 45-minute synopsis of the chosen book. After the synopsis, the scholar will lead an open forum discussion with the participants.

For more information about "Let's Talk About It," contact the Pawnee Bill Ranch and Museum at 918-762-2513. The ranch is located at 1141 Pawnee Bill Road in Pawnee.

Funding for this program is provided in part by a grant from Oklahoma Humanities (OH) and the National Endowment for the Humanities (NEH). Any views, findings, conclusions, or recommendations expressed in this program do not necessarily represent those of OH or NEH.

Last week to request absentee ballots for August 23 runoff primary election

ballot, and it's easy to apply! Voters can submit their application online, in-person, by fax, mail, or even email.

Voters can apply online using the OK Voter Portal at oklahoma.gov/elections/ovp. Applications are also available at the County Election Board or can be downloaded at oklahoma.gov/elections.

Miner reminds voters that only the applicant can submit his or her own absentee ballot application. It is against the law to submit an absentee ballot application for another person. Voters who submit their application in-person at the County Election Board will be asked to provide proof of identity. Voters with questions about

(Published in the Pawnee Chief, Pawnee, Oklahoma, Wednesday, July 27, August 3, 10, 2022)

IN THE DISTRICT COURT OF PAWNEE COUNTY STATE OF OKLAHOMA Case No. CV-2022-31

DERICK C. SWEET and KELLY B. SWEET
Husband and Wife
Plaintiffs,
vs.
FAYE A. PORTER,
AND HER UNKNOWN SUCCESSORS
Defendants.

NOTICE BY PUBLICATION

TO: THE HEIRS, EXECUTORS, ADMINISTRATORS, DEVICES, TRUSTEES AND ASSIGNS OF FAYE A. PORTER AND THE UNKNOWN SUCCESSORS OF FAYE A. PORTER

GREETINGS:

YOU ARE HEREBY NOTIFIED that you have been sued by the Plaintiffs in the District Court of Pawnee County, Oklahoma, and unless you answer the Petition filed in the office of the Court Clerk of Pawnee County, State of Oklahoma, in Pawnee, Oklahoma, on or before the 8th day of September, 2022, said Petition will be taken as true, and judgment will be rendered accordingly quieting title to the following described real property in Pawnee County, State of Oklahoma, to-wit:

Lot (12) in Block (41), in the Original Town, now City, of Pawnee, in Pawnee County, Oklahoma ("Property").

in the Plaintiffs and barring and enjoining you and each of you from hereafter asserting or claiming any right, title, interest or estate in and to said property; and for such other and further relief and orders as may appear to the Court to be proper, just and equitable.

For further particulars, you are referred to the Petition on file in the office of the Court Clerk of Pawnee County, State of Oklahoma.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of July, 2022.

ILA POTTS
Pawnee County Court Clerk

MATT DEVLIN
Attorney for Plaintiffs
P. O. Box 1243
Stillwater, OK 74076
(405) 624-0783

absentee voters should contact the County Election Board at 918.762.2125 or pawnee-county@ok.gov/elections.

The Pawnee County Election Board is located at 500 Harrison St., Courthouse Room 101 and is open from 8 a.m. to 2 p.m., Monday through Friday.

(Published in the Pawnee Chief, Pawnee, Oklahoma, Wednesday, July 20, 27, August 3, 2022)

NOTICE TO SELL COUNTY PROPERTY (Acquired at Resale)

NOTICE is hereby given, pursuant to the receipt of bid, that I, Carrie Tatum, County Treasurer of Pawnee County, Oklahoma, will on the 4th day of August, 2022, beginning at 9 a.m. at my office in the Courthouse at Pawnee, Oklahoma, sell separately the hereinafter described tracts, parcels, or lots, of land, all situated in Pawnee County, Oklahoma, and heretofore acquired by said County at resale authorized by 68 O.S. § 3125. Following the description of each property separately offered for sale is the name of the bidder and the amount bid, as follows:

DESCRIPTION:
Cedar View Estate
Blk 4 Lot 11
BIDDER:
Nathan Tuell
AMOUNT BID:
\$750.06

The said properties will be separately sold to the highest competitive bidder, for cash in hand, or to the original bidder at the amount bid if there be no higher bid offered, subject to the approval of the Board of County Commissioners in its discretion. The apportioned cost of advertisement and other expense incident to the said sale shall be paid by the purchaser, in addition to the amount bid upon said properties. Witness my hand this 15th day of July, 2022.

Carrie Tatum,
County Treasurer

Council

Continued from Page 1

claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

The Trustees voted to enter into executive session at 6:39 p.m. The trustees returned from executive session at 7:02 p.m.

No action was taken. **Discuss, consider, and take action to enter executive session regarding discussion on multiple offers for the 1310 Sewell Drive building. Pursuant to Title 25 Section 307b4: Confidential communications between a public body, and its attorney. Concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.**

The Trustees voted to enter into executive session at 7:03 p.m. The trustees returned from executive session at 7:27 p.m.

No action was taken. With no further business the meeting adjourned at 7:27 p.m.

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DESCRIPTION:
Oak Ridge Acres
Pt Lot 4
BIDDER:
David Poulsen
AMOUNT BID:
\$1,086.96

The said properties will be separately sold to the highest competitive bidder, for cash in hand, or to the original bidder at the amount bid if there be no higher bid offered, subject to the approval of the Board of County Commissioners in its discretion. The apportioned cost of advertisement and other expense incident to the said sale shall be paid by the purchaser, in addition to the amount bid upon said properties. Witness my hand this 13th day of July, 2022.

Carrie Tatum,
County Treasurer
By: Becky Briggs, Deputy



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PUBLIC NOTICES

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LEGAL NOTICE

(Published in *The Cleveland American*, Cleveland, Okla., August 3 and 10, 2022)

NOTICE OF SHERIFF'S SALE CJ-2021-63

Notice is given that on the 26 day of Sept., 2022, at 10:00 am, in the first floor of the County Courthouse, in the City of Pawnee, Pawnee County, Oklahoma, the Sheriff will offer for sale and sell, with appraisement, at public auction, to the highest and best bidder, all that certain real estate in Pawnee County, Oklahoma:

LOTS 11 AND 12, BLOCK 7, WAGG'S ADDITION TO THE CITY OF CLEVELAND, ACCORDING TO THE RECORDED PLAT THEREOF subject to unpaid taxes, and all amounts set forth in the judgment granted herein, said property having been duly appraised at \$38,000. Sale will be made pursuant to a Special Execution and Order of Sale issued in accordance with judgment entered in the District Court of Pawnee County, Oklahoma, in Case No. CJ-2021-63, titled

American Advisors Group, vs. Buffy Wilson, Personal Representative of the Estate of Walter Eugene McCoy, Deceased, John Doe, Jane Doe and United States of America, ex rel. The Secretary of Housing and Urban Development, being all of the Defendants and persons holding or claiming any interest in lien in the subject property.

Pawnee County Sheriff
Pawnee County, Oklahoma
By: /s/ Lindsay Barrett
DEPUTY

Don Timberlake - # 9021
Kim S. Jenkins - # 32809
Gina D. Knight - #12966
Chynna Scruggs - #32663
BAER & TIMBERLAKE, P.C.
5901 N. Western, Suite 300
Oklahoma City, OK 73118
Telephone: (405) 842-7722
Facsimile: (405) 848-9349
Email: mail@baertimberlake.com

BT: 202804-01

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FINAL NOTICE **PAST DUE**

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CRIMINAL, FAMILY, & BANKRUPTCY LAW
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NEWSWORTHY

Nearly 30 Substitute Teachers Approved As New Year Begins

The Cleveland Board of Education met in regular session at 7:00 p.m. Monday in the Administration Building Board Room. Danny Ward called the meeting to order. Present, in addition to Ward, were Shaun Chapman, Bryan Walker and Joe Cole. Richard Forbes was absent.

The following information was taken from the official minutes of the meeting.

The first order of business was the approval of the Consent Agenda which consisted of the minutes of the July 11, 2022 regular board meeting, the treasurer's report, the financial reports, the request for a new activity account titled Middle School Outdoor Leadership, the request for activity account expenditures for the Middle School Outdoor Learning account to use funds for equipment, transportation, apparel, student meals, competition

fees, and classroom supplies; the request for activity account expenditures for the Middle School Philo Group account for student support items; the request for Activity Account fundraisers as follows: Special Education account - selling concessions; High School band account - coffee bag sales and WGPO contest; Middle School General account - coffee bar sales; Middle School Student Council account - Spirit Wear, door decorating contests, and community meals; and Middle School Outdoor Leadership account - Archery tournament, fishing tournament, and apparel sales.

Annual contracts for the following secondary career and technology education programs for the 2022-23 school year were approved: Ag Education, Business and Information Tech Ed, Family and Consumer Sciences, and Health Careers.

Also approved for the new school year were the Central Career Tech offerings as part of Cleveland Public Schools curriculum for academic credits. In addition, participation in Central Tech's "Project Turning Point" program was ok'd.

Superintendent Alan Baker presented information regarding changes to the district policy book as updated by the school's attorney in order to be in compliance with all new state laws and regulations. The updated policy book was approved.

Student handbook changes were shared for the High School, Middle School, Intermediate School and Primary School. The handbook changes were all approved.

Dr. Baker noted that the school calendar for 2022-23 has three added school days to be in compliance with new state requirements. The board ap-

proved the 2022-23 school calendar based on 1080 hours.

Upon the recommendation of Dr. Baker, Clayton Stephens and Nicole Allen were approved as adjunct teachers for the High School and to approve Nathan Folger, Stephens Finks, and Sydney West as adjunct teachers at the Middle School, for the 2022-23 school year.

A stipend for assistant transportation director David Monforte for the 2022-23 school year was approved.

The Library Media Services deregulation for the High School, Intermediate School and Primary School was approved.

The speech pathology contract services with Speech and Beyond, LLC for the 2022-23 school year was approved, as was the contract with Cleveland Area Hospital to provide speech pathology contract services and physical therapy con-

tracted services for students for the 2022-23 school year.

A Memorandum of Understanding between Oklahoma State University Professional Education Unit and Cleveland Public Schools for Field Clinical Experiences was approved.

Financially speaking, Dr. Baker informed the board that the district had a strong carryover of funds for the 2022-23 school year. He also noted that student weights are going up \$184 per student and that should generate additional state revenue for the district.

In reassignments, Dr. Baker mentioned that April McWhirt will move from her library assistant position to a secretary position at the Intermediate School.

Dr. Baker shared that he has submitted a request for a grant through FEMA for the UV Angel Air Filtration systems to be

PLEASE TURN TO PAGE 7

Cleveland Vision Center

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NATION&WORLD



PATRICK SEMANSKY, ASSOCIATED PRESS

AFTER TWO NEGATIVE COVID TESTS, BIDEN OUT OF ISOLATION

President Joe Biden on Sunday left the White House for the first time since becoming infected with the coronavirus last month, settling in for a reunion with first lady Jill Biden in their home state of Delaware. The president tested negative Saturday and Sunday, according to his doctor, clearing the way for him to emerge from an isolation that lasted longer than expected because of a rebound case of the virus. “I’m feeling good,” Biden said before boarding Marine One outside the White House. Above, Biden steps off Marine One at Cape Henlopen State Park on Sunday in Rehoboth Beach, Del.

Cease-fire takes effect in Gaza

Sides agree to halt fighting; dozens of Palestinians killed

FARES AKRAM AND TIA GOLDENBERG
Associated Press

GAZA CITY, Gaza Strip — A cease-fire between Israel and Palestinian militants took effect late Sunday in a bid to end nearly three days of violence that killed dozens of Palestinians and disrupted the lives of hundreds of thousands of Israelis.

The flare-up was the worst fighting between Israel and Gaza militant groups since Israel and Hamas fought an 11-day war last year, and adds to the destruction and misery that have plagued blockaded Gaza for years.

The Egyptian-brokered cease-fire took effect at 11:30 p.m. Is-

raeli strikes and militant rockets continued in the minutes leading up to the beginning of the truce, and Israel said it would “respond strongly” if the cease-fire was violated.

Israeli aircraft have pummeled targets in Gaza since Friday, while the Iran-backed Palestinian Jihad militant group has fired hundreds of rockets at Israel in response. The risk of the cross-border fighting turning into a full-fledged war remained as long as no truce was reached. Israel says some of the dead were killed by misfired rockets.

Gaza’s ruling Hamas group remained on the sidelines, possibly because it fears Israeli reprisals and undoing economic understandings with Israel, including Israeli work permits for thousands of Gaza residents, that bolster its control.

Israel launched its operation

with a strike Friday on a leader of the Islamic Jihad, and followed up on Saturday with another targeted strike on a second prominent leader.

The second Islamic Jihad commander, Khaled Mansour, was killed in an airstrike on an apartment building in the Rafah refugee camp in southern Gaza late Saturday, which also killed two other militants and five civilians.

Mansour, the Islamic Jihad commander for southern Gaza, was in the apartment of a member of the group when the missile struck, flattening the three-story building and badly damaging nearby houses.

“Suddenly, without warning, the house next to us was bombed and everything became black and dusty with smoke in the blink of an eye,” said Wissam Jouda, who lives next to the targeted building.

DIGEST

China continues to pressure Taiwan

BEIJING — China said Sunday it carried out its fourth consecutive day of military drills in the air and sea around Taiwan in the wake of U.S. House Speaker Nancy Pelosi’s visit to the self-ruled island, despite international calls to calm the tensions.

The People’s Liberation Army said the exercises focused on testing its long-range air and ground strikes. It did not say if it will continue the drills after Sunday.

Taiwan said that it continued to detect several batches of Chinese aircraft, ships and drones operating around the Taiwan Strait, which separates the island and mainland China, and “simulating attacks on the island of Taiwan and our ships at sea.”

Blinken begins tour in South Africa

JOHANNESBURG — U.S. Secretary of State Antony Blinken began his three-nation tour of Africa Sunday by visiting a museum in South Africa commemorating how the country’s Black youths helped to end white racist rule.

Blinken’s visit to Africa is seen as part of a competition between Russia and Western powers for support from African countries over the war in Ukraine. His trip to Africa follows recent tours by Russian Foreign Minister Sergey Lavrov and French President Emmanuel Macron.

South Africa is one of many African countries that have maintained a neutral stance on the war and have not publicly criticized Russia.

On Monday, Blinken will describe the United States’ strategies for sub-Saharan Africa in a major policy speech at the University of Pretoria.

BRIEFLY

KENTUCKY: The National Weather Service extended a flood watch through Sunday evening for areas of eastern Kentucky ravaged by high water

more than a week ago and said there’s a threat of thunderstorms in the region for much of the coming week.

FLORIDA: A Florida prosecutor vowed Sunday to fight his suspension from office by Gov. Ron DeSantis over his promise not to enforce the state’s 15-week abortion ban and support for gender transition treatments for minors. Andrew Warren, a Democrat, was suspended last week from his twice-elected post as state attorney in Hillsborough County, which includes Tampa.

UKRAINE: Six more ships carrying agricultural cargo held up by the war in Ukraine received authorization Sunday to leave the country’s Black Sea coast as analysts warned that Russia was moving troops and equipment in the direction of the southern port cities to stave off a Ukrainian counteroffensive.

LAKE MEAD: More human remains were found at Lake Mead National Recreation Area east of Las Vegas, authorities said Sunday. It’s the fourth time since May that remains have been uncovered as Western drought forces the shoreline to retreat at the shrinking Colorado River reservoir behind the Hoover Dam.

LIGHTNING STRIKE: Brooks Lambertson, a 29-year-old Los Angeles bank executive was one of three people killed Thursday night when lightning struck in a park across from the White House, his employer said Saturday. A husband and wife from Wisconsin celebrating their 56th wedding anniversary were also struck by lightning and died.

CINCINNATI: At least nine people were wounded — none critically — in a shooting outside a Cincinnati bar early Sunday, police said. The shooting took place shortly after 1:30 a.m. in the Ohio city’s Over-the-Rhine district, a popular nightlife area.

— Associated Press

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A settlement has been reached with Eagle Road Oil, LLC (“Eagle Road” or “Defendant”) in a class action lawsuit about whether wastewater disposal wells contributed to causing the earthquakes near Pawnee, Oklahoma.

Who’s included? The Settlement includes 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 and 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 (“Settlement Class Members”).

What does the Settlement provide? Defendant has agreed to create a \$850,000 cash Settlement Fund that will be used to make cash payments to Settlement Class Members, pay reasonable fees and expenses of the Settlement Administrator, pay reasonable fees and expenses incurred by the Special Master, and pay attorneys’ fees, reasonable litigation expenses, and an incentive award for the Class Representative. The Net Proceeds of the Settlement Fund shall be distributed to qualifying Settlement Class Members who submit valid Claim Forms. Claimants with damaged properties within 25 miles of Pawnee (“Zone A Claimants”) will 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. Claimants with damaged properties within 25 to 50 miles of Pawnee (“Zone B Claimants”) will 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. Claimants with damaged properties within 50 to 100 miles of Pawnee (“Zone C Claimants”) will be placed in Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C Claimants based upon their submitted damages evidence. Claimants with damaged properties more than 100 miles of Pawnee (“Zone D 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 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.

How do you get the Settlement benefits? You must submit a Claim Form by **December 29, 2022**. Claim Forms may be submitted online or printed from www.PawneeEarthquakeSettlement.com. Claim Forms are also available by calling 1-888-890-6717 or by writing to the Settlement Administrator.

Your other options. If you are included in the Settlement and do nothing, your rights will be affected and you won’t get any Settlement benefits. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **September 5, 2022**. Unless you exclude yourself, you won’t be able to sue or continue to sue the Defendant or related parties for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **September 5, 2022**. More information about your options is available at www.PawneeEarthquakeSettlement.com.

The Court’s Final Approval Hearing. The Pawnee County District Court will hold a Final Approval Hearing in this case on September 15, 2022 to consider whether to approve the Settlement; a request of up to 40% of the Settlement Fund in attorneys’ fees, plus up to \$75,000 in litigation costs; and a \$7,500 incentive award payment for the Class Representative.

Want more information? Call 1-888-890-6717; visit www.PawneeEarthquakeSettlement.com; or write to *Adams v. Eagle Road* Settlement Administrator, P.O. Box 990, Corte Madera, CA 94976-0990.

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Seated: Mary Moody & Theresa Skinner. Standing: Carol Arman

Lobbyists, Liaisons, and Special Interest Groups—Oh My!



By John Talley
(405) 557-7304

There are many different kinds of groups that advocate at the State Capitol, from nonprofits to membership organizations to lobbying firms to state agencies.

I often receive questions from constituents about these groups and whether they are generally good or bad. While it's certainly a mixed bag here at the Capitol, these special interest groups, which advocate for or against change on a particular issue, actually play an important role in the legislative process.

Special interest groups are not always bad, though there are some dark players out there. Everyone has some special interests they are particularly concerned about. For you, it might be the quality of your child's education, your right to raise a garden in your backyard, or the condition of the roads you drive to work on. Each of these concerns is brought to lawmakers' attention by groups advocating on behalf of the people who share an interest in that specific issue.

Lobbyists are individuals hired by a special interest group to advocate on behalf of that group's members and their specific concerns. For example, the lobbyists for the Oklahoma Cattlemen's Association represent the interests of Oklahomans involved in the cattle industry, including those in Payne and Logan Counties, by supporting policies that will benefit their members and fighting against policies that would be detrimental to the industry.

Lobbyists often get a bad rap, and I have unfortunately dealt with some less-than-honest characters in my office. However, by-and-large, the lobbyists at our State Capitol are Oklahomans like you who go to work every day trying to make life better for people. Because of the nature of their job, they can be helpful sources of information, especially for lawmakers who are unfamiliar with the issue they are seeking to

address. Lobbyists often become the "resident experts" in certain policy areas because our 12-year term limits in the Legislature create constant turnover among lawmakers.

Many state agencies, commissions and boards have employees dedicated specifically to government affairs that act as their version of lobbyists. These people serve as liaisons to the Legislature on behalf of their agency and advocate for their group's bills, as well as answer questions lawmakers have about that agency. Often, they are asked to speak during interim studies or other committee meetings to lend their expertise and provide the agency's official position on policy being considered.

Elected officials rely heavily on these liaisons to help us resolve issues that our constituents face. At the beginning of the pandemic, when so many of my constituents were having trouble receiving their unemployment payments, my office reached out to our liaison at the Oklahoma Employment Security Commission to help many people with their claims. Because of this direct contact, legislators were able to connect constituents with a live person in the agency who could help get their issues straightened out.

Having various and even competing interests vying for attention at the State Capitol is actually a healthy part of our system of government. Multiple differing opinions challenge lawmakers to examine a policy more closely and consider alternate ways to address the issue, which in turn yields more thoughtful, meaningful change.

Advocacy groups play an important role in the legislative process, but what matters most to me is the opinions of my constituents. As your state representative, I believe it's my job to represent your voices at the State Capitol. If you have questions or concerns, feel free to reach out to me at john.talley@okhouse.gov or (405) 557-7304.

Rep. John Talley, a Republican, serves District 33 in the Oklahoma House of Representatives, which covers Logan and Payne Counties.

OBITUARIES

Joseph Ronald "Ron" Holsinger



Joseph Ronald "Ron" Holsinger, age 90 of Cushing, passed away on July 23, 2022, at his home in Cushing, with his family by his side. His care has been entrusted to Palmer Marker Funeral Home in Cushing, OK.

Ron was born on February 5, 1932, in Cushing to the late Joe and Nellie (Kinzie) Holsinger. He attended and graduated from Perkins High School.

In the late 1950s, he met the love of his life, Betty Lou Bryant, and on November 16, 1959, they were married, and this past year having celebrated their 63rd anniversary, Ron and Betty were lov-

ing parents to Lisa, Debbie, Ron Jr. and Jeff.

Ron was employed by Midland/Hudson Refinery for many years and later retired from the City of Cushing. Ron was a longtime member of the Church of Christ at 9th and Linwood serving as a deacon and participated in the prison ministry. Ron also served on the Payne County Band Board of Directors for 19 years as well as serving on the Cushing City Planning Commission for several years. Ron's greatest joy was time spent with his children, grandchildren and great-grandchildren. He took special pride in keeping up with their lives and activities. He also enjoyed gardening, antique tractors, and doing for others. Ron is survived by his wife Betty of the home, daughter Lisa and husband Ricky Lofton of Cushing,

daughter Debbie and husband Kevin Farley of Cushing, son Ron Holsinger Jr. and wife Gayle of Tryon, OK, and son Jeff Holsinger and wife Tessa of Gladstone, OK. Ron is preceded in death by his parents, his brothers Galen and Paul Holsinger, daughter-in-law, Tami Holsinger and grandson Bishop Holsinger.

Ron was laid to rest at 10AM on Wednesday, July 27, 2022, at Euclidean Valley Memorial Park in a private family service. He will be greatly missed by all who knew him.

In lieu of flowers, donations can be made to: "Contact Mission Church of Christ" website at www.contactmission.org/give or phone 918-447-1130.

Phyllis Martin



Phyllis Martin was born to Delores and Wayne Rafferty in Kermit, Texas on March 10, 1952 and passed away on July 25, 2022.

Phyllis was married to Charles Towry and from this union was born Charles, Stephen, and William. She also married Alan Martin.

Phyllis was known for her fun personality and her love for others. She had a special love for animals...she may have been seen kissing a frog and a turtle. Her pug Mindy was very special to her.

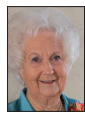
Phyllis had been a resident at Linwood Village for seven years where she made many friends with residents and caregivers. Many of which received her artwork. She loved to paint even after her stroke she learned to paint with her left hand.

Phyllis was preceded in death by both husbands and parents. She leaves her three sons, Granddaughter Kayla Gilmore, Sister Marilyn (Pete) Pendleton, Niece Melissa Biggs and nephew Wes Pendleton.

The family would like to thank Linwood Village and Grace Hospice for the good care she received. There will be no services at this time.

Care has been entrusted to Matthew Davis Funeral Home in Cushing.

Eulonda Fae Moon



Sunday, July 24, 2022, Eulonda Fae Moon, faithful servant, loving wife, and mother, passed away at age 92 in her home in Cushing, OK.

Her funeral services will take place at 2:00 p.m., Monday, August 1, 2022, at the Strode Funeral Home Chapel with interment to follow at Sunset Memorial Gardens. Strode Funeral Home is overseeing the arrangements.

Eulonda was born on February 20, 1930, in Marmorec, OK to William H. Beavers and Edna Mae Beavers. Eulonda married Kenneth Ray Stufflebeam on February 1, 1947, in Cushing, OK. After completing her studies, Eulonda was a devoted wife to Kenneth Stufflebeam for 29 years

until his passing in 1976. Kenneth and Eulonda had one child, a son named Leslie Nile Stufflebeam. Together they lived a life serving God, raising their son, building a career, and living the country life. Eulonda was a gardener and enjoyed planting corn, tomatoes, and green beans every year.

Eventually she remarried, Aris Moon on August 11, 1984, and helped him raise his remaining adolescent children, Michael and Susan. Eulonda held a special love for helping others. She would spend Sunday afternoons visiting those in a nearby retirement community to offer a listening ear, sing a song (or 10) or just pray with those in need. Eulonda loved the Lord and volunteered at several churches in Cushing. She loved to sing, teach Sunday School, and study scriptures. She was always ready with a verse for the situation at hand.

The family would like to express their deepest gratitude to the following: Don and Maryanne Etnridge for always "keeping an eye on the place," Alvetta McCabe, Eulonda's caretaker, and to all that called, visited, and prayed for Eulonda, we thank you. Eulonda is preceded in death by her first husband Kenneth Stufflebeam; her sister Marjorie Freidemann and her second husband Aris Moon.

Eulonda is survived by her son Las (June) Stufflebeam; one brother Loren (Kathy) Beavers, her grandchildren, Kevin (Katherine) Stufflebeam, Kim (Pat) Withrow and her great grandchildren, Emilia Stufflebeam, Alea Stufflebeam and Rylie Stufflebeam. Condolences may be sent and an obituary viewed by visiting www.strodefun.com.

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PLEASE DO NOT CONTACT THE COURT.

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Kenya election crucial for nation, east Africa

Stability of region could be at stake in leader vote

ASSOCIATED PRESS

NAIROBI, Kenya – Kenyans are voting Tuesday to choose a successor to President Uhuru Kenyatta after a decade in power. The race is close and could go to a runoff for the first time.

One top candidate is Raila Odinga, an opposition leader in his fifth run for the presidency who is supported by his former rival Kenyatta. The other is William Ruto, Kenyatta's deputy who fell out with the president.

Both tend to focus far more on domestic issues, raising the question of how either will follow up on Kenyatta's diplomatic efforts to quell the tensions in neighboring Ethiopia or disputes between Rwanda and Congo.

What's at stake?

Kenya is east Africa's economic hub and home to about 56 million people. The country has a recent history of turbulent elections. Even then, it stands out for its relative stability in a region where some elections are deeply challenged and longtime leaders such as Rwandan President Paul Kagame and Ugandan President Yoweri Museveni have been declared the winner with almost 99% of votes, or been widely accused of physically cracking down on contenders.

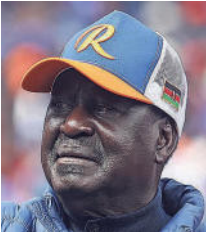
Kenya has no transparency in campaign donations or spending. Some candidates for Parliament and other posts are estimated to be spending hundreds of thousands of dollars to gain access to power and its benefits, both legal and illegal.

Main candidates' platforms

Ruto, 55, promotes himself to the young and poor as a "hustler" who rose from humble beginnings as a chicken seller in contrast to the elite backgrounds of Kenyatta and Odinga. He seeks greater agricultural productivity and financial inclusion. Agriculture is



Ruto



Odinga

a main driver of Kenya's economy and about 70% of the rural workforce is in farming. In his final campaign speech Saturday, he said if elected, his government will deploy \$1.6 billion a year to increase job opportunities.

Odinga, 77, famous for being jailed while fighting for multiparty democracy decades ago, has promised cash handouts to Kenya's poorest and more accessible health care for all. In his final campaign speech Saturday, he said that if elected, his government in its first 100 days would begin paying \$50 to families living below the poverty line.

What do voters care about?

Odinga and Ruto have long circled among contenders for the presidency, and there is a measure of apathy among Kenyans, especially younger ones in a country where the median age is about 20. The electoral commission signed up less than half of the new voters it hoped for, just 2.5 million.

Key issues in every election include widespread corruption and the economy. Kenyans have been hurt by rising prices for food and fuel in the wake of Russia's invasion of Ukraine, and that comes after the financial pain of the COVID-19 pandemic.

When will Kenya have a winner?

Official results will be announced within a week of the vote. To win outright, a candidate needs more than half of all votes and at least 25% of the votes in more than half of Kenya's 47 counties. No outright winner means a runoff election within 30 days.



Chicago Police Superintendent David Brown says additional police officers will be assigned to Chicago Transit Authority trains after a spike in violent crime. CHARLES REX ARBOGAST/AP FILE

More cops to be on Chicago trains after fatal shooting

John O'Connor
ASSOCIATED PRESS

SPRINGFIELD, Ill. – Chicago police and transit officials on Saturday pledged additional security for the city's trains to stem a spike in violent crime after the shooting death of a passenger overnight.

Diuntel Moon, 29, was shot multiple times in the chest and abdomen on a Chicago Transit Authority Red Line train on 79th Street in the Chatham neighborhood at about 2 a.m. Saturday, Chicago Police Superintendent David Brown said at a news conference.

Moon was pronounced dead at a hospital. No suspects are in custody, Brown said.

"Senseless gun violence and incidents like these ... have no place in this city. It is unacceptable and will not be tolerated," Brown said. "No resident should think twice about their safety on any part of CTA or in our neighborhoods."

Brown and CTA president Dorval Carter denounced the spike in numbers, not seen for a decade. The Chicago Sun-Times reported that as of mid-July, the CTA has reported 488 violent crimes this year, higher than at any point since the same period in 2011.

Brown promised additional police

officers will be assigned to the CTA starting Sunday, but he declined to specify how many for security reasons. He said the police presence on the CTA had been fortified earlier this year, as well.

The CTA, which has an unarmed security force, will reinstate the use of canine patrols, Carter said, without elaborating.

"It's just another additional resource to use, obviously, in addition to the security guards," Carter said. "There's nothing magical about the canine unit."

"The more we can add to the CTA in both an unarmed security and prevention mode, armed CPD officers in an enforcement mode and really aggressive investigative efforts in bringing offenders to justice is all part of the criminal justice effort," Brown said.

Gun violence in particular continues to haunt Chicago. In addition to Moon's killing, Chicago police Deputy Chief Rahman Muhammad on Saturday reported four other early morning homicides in the city. However, gun crimes are down this year compared to 2020 and 2021.

Through June, Chicago police reported 1,255 shootings and 310 homicides. That pace would mean more than 600 for the year, but significantly fewer than the 836 in 2021.

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Who's included? The Settlement includes 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 and 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 ("Settlement Class Members").

What does the Settlement provide? Defendant has agreed to create a \$850,000 cash Settlement Fund that will be used to make cash payments to Settlement Class Members, pay reasonable fees and expenses of the Settlement Administrator, pay reasonable fees and expenses incurred by the Special Master, and pay attorneys' fees, reasonable litigation expenses, and an incentive award for the Class Representative. The Net Proceeds of the Settlement Fund shall be distributed to qualifying Settlement Class Members who submit valid Claim Forms. Claimants with damaged properties within 25 miles of Pawnee ("Zone A Claimants") will 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. Claimants with damaged properties within 25 to 50 miles of Pawnee ("Zone B Claimants") will 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. Claimants with damaged properties within 50 to 100 miles of Pawnee ("Zone C Claimants") will be placed in Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C Claimants based upon their submitted damages evidence. Claimants with damaged properties more than 100 miles of Pawnee ("Zone D 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 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.

How do you get the Settlement benefits? You must submit a Claim Form by **December 29, 2022**. Claim Forms may be submitted online or printed from www.PawneeEarthquakeSettlement.com. Claim Forms are also available by calling 1-888-890-6717 or by writing to the Settlement Administrator.

Your other options. If you are included in the Settlement and do nothing, your rights will be affected and you won't get any Settlement benefits. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **September 5, 2022**. Unless you exclude yourself, you won't be able to sue or continue to sue the Defendant or related parties for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **September 5, 2022**. More information about your options is available at www.PawneeEarthquakeSettlement.com.

The Court's Final Approval Hearing. The Pawnee County District Court will hold a Final Approval Hearing in this case on September 15, 2022 to consider whether to approve: the Settlement; a request of up to 40% of the Settlement Fund in attorneys' fees, plus up to \$75,000 in litigation costs; and a \$7,500 incentive award payment for the Class Representative.

Want more information? Call 1-888-890-6717; visit www.PawneeEarthquakeSettlement.com; or write to *Adams v. Eagle Road* Settlement Administrator, P.O. Box 990, Corte Madera, CA 94976-0990.

PLEASE DO NOT CONTACT THE COURT.

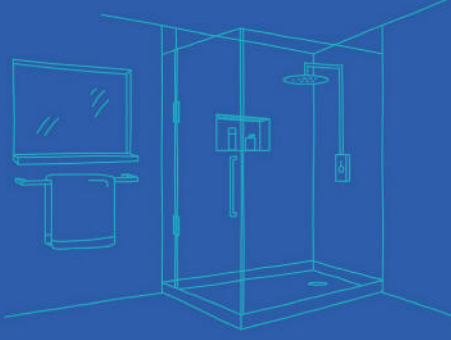
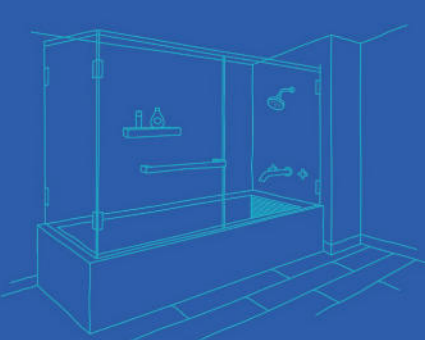
Call Toll-Free 1-888-890-6717

www.PawneeEarthquakeSettlement.com

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Ask for details. Limit one per household. (1) New orders only for appointments completed by 08/31/2022. Not valid with any other offer, or previous purchase. (2) Financing available with minimum purchase and approved credit. StatewideRemodeling.com for details. (3) Must be a local homeowner to receive gift card. StatewideRemodeling.com/giftcard for details.

Oklahoma's Most Recommended Remodeler

Red Cross issues steps to keep students safe as they head back to school

Good time to devise family preparedness plan

School bells will be calling students back to the classroom soon and the American Red Cross, Central and Southwest Oklahoma Chapter, has steps everyone can take to help kids remain safe as they head back to school

As parents get ready for the start of a new school year, it’s a good time to think about emergencies, such as weath-

(Published in the Pawnee Chief, Pawnee, Oklahoma, Wednesday, August 10, 17, 24, 2022)

IN THE DISTRICT COURT OF PAWNEE COUNTY STATE OF OKLAHOMA Case No. CS-22-8

CREDIT ACCEPTANCE CORPORATION, Plaintiff, v. LEANNA WOOD, Defendant.

ALIAS NOTICE BY PUBLICATION

Leanna Wood you are hereby noticed that you have been sued by Credit Acceptance Corporation and you must answer Plaintiff’s Petition on or before October 3, 2022 or a money judgment in the sum of \$7,295.33 plus interest will be rendered accordingly.

Dated this day, August 1, 2022.

By: /s/ G. Nix Deputy Court Clerk For Pawnee District Court Clerk (seal)

APPROVED BY: /s/ Greg A. Metzger Greg A. Metzger, OBA # 11432 METZER & AUSTIN, P.L.L.C. 1 South Broadway, Suite 100 Edmond, OK 73034 (405) 330-2226 (405) 330-2234 (FAX) ATTORNEYS FOR PLAINTIFF

(Published in the Pawnee Chief, Pawnee, Oklahoma, Wednesday, August 10, 17, 24, 2022)

IN THE DISTRICT COURT OF PAWNEE COUNTY STATE OF OKLAHOMA Case No. CS-21-147

CREDIT ACCEPTANCE CORPORATION, Plaintiff, v. RACHEL LEDBETTER, Defendant.

ALIAS NOTICE BY PUBLICATION

Rachel Ledbetter you are hereby noticed that you have been sued by Credit Acceptance Corporation and you must answer Plaintiff’s Petition on or before October 3, 2022 or a money judgment in the sum of \$6,439.73 plus interest will be rendered accordingly.

Dated this day, August 1, 2022.

By: /s/ G. Nix Deputy Court Clerk For Pawnee District Court Clerk (seal)

APPROVED BY: /s/ Greg A. Metzger Greg A. Metzger, OBA # 11432 METZER & AUSTIN, P.L.L.C. 1 South Broadway, Suite 100 Edmond, OK 73034 (405) 330-2226 (405) 330-2234 (FAX) ATTORNEYS FOR PLAINTIFF

(Published in the Pawnee Chief, Pawnee, Oklahoma, Wednesday, August 10, 17, 24, 2022)

IN THE DISTRICT COURT OF PAWNEE COUNTY STATE OF OKLAHOMA Case No. CJ-22-4

CREDIT ACCEPTANCE CORPORATION, Plaintiff, v. NORMA GARDNER n/k/a RAINWATER & JEFFEREY RAINWATER, Defendant.

ALIAS NOTICE BY PUBLICATION

Norma Gardner n/k/a Rainwater & Jefferey Rainwater you are hereby noticed that you have been sued by Credit Acceptance Corporation and you must answer Plaintiff’s Petition on or before October 3, 2022 or a money judgment in the sum of \$10,097.03 plus interest will be rendered accordingly.

Dated this day, August 1, 2022.

By: /s/ G. Nix Deputy Court Clerk For Pawnee District Court Clerk (seal)

APPROVED BY: /s/ Greg A. Metzger, OBA # 11432 METZER & AUSTIN, P.L.L.C. 1 South Broadway, Suite 100 Edmond, OK 73034 (405) 330-2226 (405) 330-2234 (FAX) ATTORNEYS FOR PLAINTIFF

er-related disasters, and draw up an emergency plan for their household. Know what the emergency plan is at your child’s school and develop a family emergency plan so everyone will know who to contact and where to go if something happens during the school day. Details are available at redcross.org/prepare.

“There are a lot of things to think about for the start of a busy new school year, but don’t forget to include safety,” said Mary Ann White, Northern Oklahoma Chapter Executive Director. “We ask parents and guardians to consider familiarizing their children with these measures to help keep them safe as they head back to school.”

CELL PHONES A DISTRACTION

The National Safety Council (NSC) reports distracted walking can be dangerous, even deadly. Teach your students the

(Published in the Pawnee Chief, Pawnee, Oklahoma, Wednesday, August 10, 17, 2022)

IN THE DISTRICT COURT IN AND FOR PAWNEE COUNTY STATE OF OKLAHOMA Case No. PB-22-13 Judge Patrick M. Pickerill

IN THE MATTER OF THE ESTATES OF LORNA GAIL BRIDGES a/k/a LORNA BRIDGES, Deceased, AND DONALD WAYNE BRIDGES, Deceased.

NOTICE OF HEARING PETITION FOR ORDER ALLOWING FINAL ACCOUNT DISTRIBUTION, AND DISCHARGE OF ADMINISTRATOR AND PERSONAL REPRESENTATIVE

NOTICE IS HEREBY GIVEN to all persons interested in the Estates of Lorna Gail Bridges a/k/a Lorna Bridges, Deceased, and Donald Wayne Bridges, Deceased, that on the 26 day of July, 2022, SANDRA JANE STORY, Administrator and Personal Representative of the Estates of Lorna Gail Bridges a/k/a Lorna Bridges, Deceased, and Donald Wayne Bridges, Deceased, filed in the District Court of Pawnee County, Oklahoma, a Petition praying for the Allowance of her Final Account, for a Decree of Distribution, and for a Discharge as Administrator and Personal Representative.

NOTICE IS ALSO GIVEN that the 24th day of August, 2022, at the hour of 1:30 o’clock p.m., of said day, has been appointed as the time for hearing said Petition at the District Court Room in the Courthouse in the City of Pawhuska, County of Pawnee, State of Oklahoma, when and where all persons interested may appear.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said Court this 1st day of August, 2022.

/s/ Patrick Pickerill JUDGE OF THE DISTRICT COURT

Sid Jones, OBA # 17656 Matt D. Matheson, OBA # 14357 JONES PROPERTY LAW, P.L.L.C. 424 East 2nd Street Edmond, Oklahoma 73034 Telephone: (405) 888-2744 E-mail: sid@jonespropertylaw.com matt@jonespropertylaw.com

following:

Don’t text or talk on your phone while walking. If you must text, move out of the way of others and stop on the sidewalk.

Never cross the street while using an electronic device.

Do not walk with headphones in your ears.

Drivers can be distracted too. Never use a phone while driving. Help keep children safe by eliminating all distractions.

TAKING THE BUS

Students should get to their bus stop early and stand away from the curb while waiting for the bus to arrive. Young children should be supervised.

Board the bus only after it has come to a complete stop and the driver or attendant instructs them to get on. They should only board their bus, never an alternate one.

(Published in the Pawnee Chief, Pawnee, Oklahoma, Wednesday, August 10, 2022)

IN THE DISTRICT COURT IN AND FOR PAWNEE COUNTY STATE OF OKLAHOMA CASE NO. PG-2022-5 Hon. Judge: Pickerill

IN THE MATTER OF THE GUARDIANSHIP OF THE ESTATE OF

HRT, -and- BET Minor Children.

Notice of Hearing Return of Sale of Real Property

Notice is Hereby Given, That Jonathan Trusty, Guardian of the Property of HRT and BET, Wards, has returned and presented for confirmation, and filed in said Court their Return of the sale of the following described real property of said Ward to-wit;

The (NE/4) of the (NW/4) of Section (23), Township (21) North, Range (5) E.L.M., in Pawnee County, State of Oklahoma, according to the United States Government survey thereof.

To Michael Harvey, for the sum of \$110,000.00 and that the 24th day of August, 2022, at 1:30 P.M., at Courtroom 302 of the District Court, Pawnee County Courthouse, City of Pawnee, County of Pawnee, and State of Oklahoma, has been duly appointed by said Court for hearing said return, at which time any person interested in said Estate may appear and file his exceptions in writing to said Return and contest the same, and are hereby referred to said Return for further particulars.

DATED this 3rd day of August, 2022.

Associate District Judge Patrick Pickerill The Honorable Judge of the District Court

Prepared by: G. Gene Thompson, Esq., OBA # 31243 Charles C. McCaskey, Esq., OBA #34718 Creek County Law, PLLC 404 E. Dewey Ave, Suite 203 Sapulpa, OK 74066 Office (918) 223.3044 Fax (918) 992.0344 Attorney for Guardian

All students should stay in clear view of the bus driver and never walk behind the bus.

WALKING TO SCHOOL

Cross the street at the corner, obeying traffic signals and staying in the crosswalk.

Never run out into the street or cross between parked cars.

Use a route along which the school has placed crossing guards.

Parents, walk with young children and those taking new routes or attending new schools, for the first week to ensure they know how to get there safely. Arrange for the kids to walk to school with a friend or classmate.

GOING BY CAR

Everyone should always wear a seat belt.

Younger children should use car seats or booster seats until the lap-shoulder belt fits properly (typically for children ages 8-12 and over 4’9”), and ride in the back seat until they are at least 13 years old.

If a teenager is going to drive to school, parents should mandate that they use seat belts.

RIDING A BIKE

There may be more young people on bikes as the school bells ring. They should:

Wear a properly fitted helmet and bright clothing.

Ride on the right side of the road, with traffic, in a single file.

Come to a complete stop before crossing the street; walk bikes across the street.

Stay alert and avoid distracted riding.

SLOW DOWN

Drivers should slow down, especially in residential areas and school zones, and know what the yellow and red bus signals mean. Yellow flashing lights indicate the bus is getting ready to stop, that motorists should slow down and be prepared to stop. Red flashing lights and an extended stop sign indicate the bus is stopped and children are getting on or off.

Motorists must stop when they are behind a bus, meeting the bus or approaching an intersection where a bus is stopped. Motorists following or traveling alongside a school bus

must also stop until the red lights have stopped flashing, the stop arm is withdrawn, and all children have reached safety. This includes two and four-lane highways. If physical barriers such as grassy medians, guide rails or concrete median barriers separate oncoming traffic from the bus, motorists in the opposing lanes may proceed without stopping.

KEEP LITTLE ONES SAFE

Keeping all students safe is the primary concern for everyone, but there are special steps for parents of younger kids and those going to school for the first time:

Make sure the child knows their phone number, address, how to get in touch with their parents at work, how to get in touch with another trusted adult and how to call 911.

Teach children not to talk to strangers or accept rides from someone they don’t know.

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Happy Birthday to VINCE CAVALLARO An avid PAWNEE CHIEF reader in Mentor, Ohio

(Published in THE PAWNEE (OK) CHIEF, August 3, 10, 17, and 24, 2022)

LEGAL NOTICE

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.

To File a Claim, visit www.PawneeEarthquakeSettlement.com. Read this Notice carefully, as it affects your rights.

For more information, visit www.PawneeEarthquakeSettlement.com or call 1-888-890-6717.

A settlement has been reached with Eagle Road Oil, LLC (“Eagle Road” or “Defendant”) in a class action lawsuit about whether wastewater disposal wells contributed to causing the earthquakes near Pawnee, Oklahoma.

Who’s included? The Settlement includes 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 and 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 (“Settlement Class Members”).

What does the Settlement provide? Defendant has agreed to create a \$850,000 cash Settlement Fund that will be used to make cash payments to Settlement Class Members, pay reasonable fees and expenses of the Settlement Administrator, pay reasonable fees and expenses incurred by the Special Master, and pay attorneys’ fees, reasonable litigation expenses, and an incentive award for the Class Representative. The Net Proceeds of the Settlement Fund shall be distributed to qualifying Settlement Class Members who submit valid Claim Forms. Claimants with damaged properties within 25 miles of Pawnee (“Zone A Claimants”) will 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. Claimants with damaged properties within 25 to 50 miles of Pawnee (“Zone B Claimants”) will 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. Claimants with damaged properties within 50 to 100 miles of Pawnee (“Zone C Claimants”) will be placed in Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C Claimants based upon their submitted damages evidence. Claimants with damaged properties more than 100 miles of Pawnee (“Zone D 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 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.

How do you get the Settlement benefits? You must submit a Claim Form by **December 29, 2022**. Claim Forms may be submitted online or printed from www.PawneeEarthquakeSettlement.com. Claim Forms are also available by calling 1-888-890-6717 or by writing to the Settlement Administrator.

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The Court’s Final Approval Hearing. The Pawnee County District Court will hold a Final Approval Hearing in this case on September 15, 2022 to consider whether to approve the Settlement; a request of up to 40% of the Settlement Fund in attorneys’ fees, plus up to \$75,000 in litigation costs; and a \$7,500 incentive award payment for the Class Representative.

Want more information? Call 1-888-890-6717; visit www.PawneeEarthquakeSettlement.com; or write to *Adams v. Eagle Road* Settlement Administrator, P.O. Box 990, Corte Madera, CA 94976-0990.

PLEASE DO NOT CONTACT THE COURT. Call Toll-Free 1-888-890-6717 www.PawneeEarthquakeSettlement.com

CONSIGNMENT AUCTION

Heartland Auction Co., LLC

Sept. 24th @ 8:00 a.m.

**** DATE & TIME MAY CHANGE DUE TO COVID-19 RESTRICTIONS WHICH WE WILL LAWFULLY FOLLOW IF STILL IN PLACE. OTHERWISE SALE WILL TAKE PLACE AS SCHEDULED**

LOCATION: From Pawnee, OK; 4 miles north on Hwy. 18 to Skedee Rd., then 1 mile east to big blue building.

WANTED: Farm Machinery, Cars, Trucks, Livestock Equipment, Construction Equipment, RVs, Boats, Tools, Etc.

Many Items already consigned! Auction will be held come rain or shine.

CONTACT: Auction Manager-MIKE GODBERSON **918-285-6818** Call to consign or for more details. *** Like us on FACEBOOK @ Heartland Auction Company LLC

CONTINUED FROM PAGE 13

21. Discussion and Possible Action Regarding Emergency Management Water Buffalo. Discussion regarding the emergency situation on July 19, 2022 when the City of Pawnee was without water. Mark Brisbin, Emergency Manager, parked the water buffalo in the handicap parking spots in the courthouse parking lot after hours for the citizens to have easy access to potable water. A complaint was received regarding this action. Brown wants a Resolution stating that that under an emergency situation Mark Brisbin, Emergency Manger can place the water buffalo wherever Brisbin deems it necessary. No action taken.

22. Discussion and Possible Action Regarding Election Proclamation and Notice for Proposed Sales Tax for the Fire Departments for the November Ballot. Motion by Donnelly to approve and sign the Election Proclamation and Notice for Proposed Sales Tax for the Fire Departments for the November Ballot. Seconded by Kennedy. Kennedy, Brown and Donnelly all vote aye.

Election Proclamation and Notice
Under and by virtue of Title 68, Oklahoma Statutes 2021, Section 1370 and the resolution of the Board of County Commissioners of the County of Pawnee, State of Oklahoma, authorizing the calling of an election for the purpose hereinafter set forth, as approved by said Board of County Commissioners on the 1st day of August , 2022, I the undersigned Chairman of the said Board of County Commissioners of the County of Pawnee, State of Oklahoma, hereby call an election to be held in Pawnee County on the 8th of November, 2022 for the purpose of submitting the registered, qualified voters of Pawnee County the following proposition:

Shall the County of Pawnee County, Oklahoma be authorized to levy and assess an additional county sales tax of seven-twentieths of one percent (7/20 OF 1/%) upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma sales tax code, provided that one hundred percent (100%) of all revenues derived from said sales tax levy increase would be apportioned equally among all fire departments currently belonging to the Pawnee County Fire & Safety Association in Pawnee County, Oklahoma. Member departments are as follows: BASIN, BLACKBURN, CLEVELAND, JENNINGS, MARAMEC, NORTH 48 SUNRISE, PAWNEE, PENNISULA, RALSTON, TERLTON, WESTPORT, SKEDEE, That are duly organized under the statutes of the state of Oklahoma, Said funds to be used exclusively by said fire departments for the lawful operations of such fire departments; Provided further that said tax shall become effective APRIL 1, 2023, and be of limited duration of ten (10) years and shall terminate MARCH 31, 2033?

The ballot used at said election shall set out the foregoing Proposition as above set forth, and shall also contain the words:

For the above proposition
Against the above Proposition
Said election shall be held at the same places and in the same manner prescribed for the conduct of State and County elections and the polls shall be opened at 7:00 a.m. and remain open continuously until and be closed at 7:00 p.m.

By order of the Board of County Commissioners of the County of Pawnee, State of
Oklahoma. WITNESS, my hand as Chairman of the Board of County Commissioners of the County of Pawnee, State of Oklahoma this 1st day of August 2022 S/Charles Brown, Chairman; Barry Donnelly, Member and Roger Kennedy, First Deputy in the absence of Jerry Skidgel, member. Seal/Attest/Kristie Moles, Pawnee County Clerk

23. Discussion and Possible Action Regarding Order # 2223-1 for Proposed Sales Tax for the Fire Departments for the November Ballot. Motion by Donnelly to approve and sign Order # 2223-1 for Proposed Sales Tax for the Fire Departments for the November Ballot. Seconded by Kennedy. Kennedy, Brown and Donnelly all vote aye.

PUBLIC NOTICES

ORDER NO. 2023-1
AN ORDER LEVYING AND ASSESSING A SEVEN-TWETIETHS OF ONE PERCENT (7/20 OF 1 %) COUNTY SALES TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE, INCLUDING BUT NOT LIMITED TO CERTAIN ENUMERATED SALES LISTED THEREIN; PRESCRIBING THE EFFECTIVE DATES AND DURATION OF SUCH TAX; PRESCRIBING THE PURPOSES FOR SUCH TAX; REQUIRING APPROVAL OF SUCH TAX BY A MAJORITY OF REGISTERED VOTERS VOTING AT AN ELECTION HELD FOR SUCH PURPOSE AS PROVIDED BY LAW; PROVIDING EXEMPTIONS FROM SAID TAX; PROVIDING FOR THE ADMINISTRATION AND COLLECTION OF SAID TAX; PROVIDING FOR INTEREST AND PENALTIES FOR FAILURE TO PAY SAID TAX WHEN DUE; AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO MAKE ADMINISTRATIVE AND TECHNICAL CHANGES AND ADDITIONS EXCEPT FOR TAX RATE; AND PROVIDING SEVERABILITY OF PROVISIONS.

WHEREAS, the County's assistance of county fire departments by providing them additional funding promotes the safety, health, and well-being of the citizens of Pawnee County, Oklahoma, and
WHEREAS, the County does not have sufficient revenue to contribute additional funds to assist County Fire Departments without the levying of additional taxes provided by law, and

WHEREAS the legislature of the State of Oklahoma has authorized Counties to levy a county sales tax not exceeding two percent (2%) upon the gross proceeds or gross receipts derived from all sales or services in the county upon which a consumer sales tax is levied by the State of Oklahoma, see Title 68, Oklahoma Statutes 2021, 1370 et seq., as amended, and

WHEREAS the levy of an additional Seven-Twentieths of one percent (.35%) county sales tax is authorized by law if approved by a majority of the registered voter of Pawnee County, Oklahoma, and

WHEREAS the purpose of the County assisting county fire departments by providing them additional funds and thereby promoting the safety, health, and well-being of the citizens of Pawnee County is a purpose authorized for such a county sales tax, title 68, Oklahoma Statues 2021, 1370, as amended, and

WHEREAS, the duration of said additional levy for said purpose should be of limited duration of not more than ten (10) years.

BE IT ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PAWNEE, STATE OF OKLAHOMA, MEETING IN REGULAR SESSION PURSUANT TO LAW:

SECTION I. Levy of Seven-Twentieths of one percent (7/20 of 1%) county sales tax - Effective date and duration - Purpose of Revenues

There is hereby levied and assessed an additional seven-twentieths of one percent (7/20 of 1%) sales tax upon the gross proceeds or gross receipts derived from all sales or services in Pawnee County, Oklahoma taxable under the Oklahoma Sales Tax Code. The sales tax levied pursuant to this Section shall become and be effective on and after April 1, 2023, subject to approval by a majority of the registered voters of Pawnee County, Oklahoma, voting on the question thereof in the manner prescribed by law and said tax shall be limited in duration to a period of ten (10) years and shall terminate on March 31, 2033.

It is hereby declared to be the purpose of one hundred percent (100%) the sales tax levied by this Section to provide revenues for the County to be used to assist fire departments located within Pawnee County, Oklahoma and currently belonging to the PAWNEE COUNTY FIRE & SAFETY ASSOCIATION. Said funds will be apportioned equally among said fire departments and shall be used for the lawful expenditures of said fire departments. Provided that only fire departments duly organized pursuant to the statutes of the State of Oklahoma and/or municipal ordinance shall be eligible for

an apportionment of such funds.

SECTION 2. Subsisting State Permits. All valid and subsisting permits to do business by the Oklahoma Tax Commission pursuant to the Oklahoma Sales Tax Code as set out in Title 68, Oklahoma Statutes 2021; Section 1350 et seq. as amended from time to time (hereinafter referred to as the "Oklahoma Sales Tax Code") are, for the purpose of this Order. hereby ratified, confirmed and adopted in lieu of any requirement for any additional permit for the same purpose.

SECTION 3. Exemptions. There is hereby exempted from the tax levied by this Order the gross receipts or gross proceeds exempted from the Oklahoma Sales Tax Code, as set out therein.

SECTION 4. Other Exempt Transfer. There is hereby specifically exempted from the tax levied by this Order the transfer of tangible personal property exempted from the Oklahoma Tax Code, as sought out therein.

SECTION 5. Tax Due When - Returns - Records. The tax levied hereunder shall be due and payable at the time and in the manner and form prescribed for payment of the state sales tax under the Oklahoma Sales Tax Code.

SECTION 6. Tax Constitutes Debt. Such taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claims of unsecured creditors and may be collected by suit as any other debt.

SECTION 7. Classification of Taxpayers. For the purpose of this Order the classification of taxpayers hereunder shall be as prescribed by state law for the purposes of the Oklahoma State Tax Code.

SECTION 8. Definitions. The definitions of words, terms and phrases contained in the Oklahoma Sales Tax Code, Title 68, Oklahoma Statutes 2021, Section 1352, as amended, arc hereby adopted by reference and made part of this Order.

SECTION 9. Interest and Penalties - Delinquency. Section 217 of Title 68, Oklahoma Statutes 2021, as amended, is hereby adopted, and made a part of this Order and interest and penalties at the rates and in the amounts as therein specified are hereby levied and shall be applicable in cases of delinquency in reporting and paying the tax levied by this Order. Provided, that the failure or refusal of any taxpayer to make and transmit the reports and remittances of tax in the time and manner required by this Order shall cause such tax to be delinquent.

SECTION 10. Waiver of Interest and Penalties. The: interest or penalty or any portion thereof accruing by reason of taxpayer's failure to pay the tax herein levied may be waived or remitted in the same manner as provided for said waiver or remittance as applied in administration of the state sales tax provided in Title 68, Oklahoma Statutes 2021, Section 220, as amended; and to accomplish the purposes of this Section, the applicable provisions of said Section 220 are hereby adopted by "reference and made a part of this Order.

SECTION 11. Erroneous Payments - Claims for Refund. Refund of erroneous payment of the sales tax herein levied may be made to any taxpayer making such erroneous payment in the manner and pursuant to the procedures, and under the same limitations of time, as provided for administration of the state sales tax as set forth in Title 68, Oklahoma Statutes 2021, Section 227 as amended, and to accomplish the purposes of this section, the applicable provisions of said Section 227 are hereby adopted by reference and made a part of this Order.

SECTION 12. Fraudulent Returns. In addition to all civic penalties provided by this Order, the willful failure or refusal of any taxpayer to make reports and remittances herein required, or the making of any false or fraudulent report for the purpose of avoiding or escaping of any tax or portion thereof rightfully due under this Resolution shall be an offense, and upon conviction thereof the offending taxpayer shall be subject to such fines as set out under Title

Budget-Friendly Ways To Keep The House Cool When It's Hot

EVERYDAY CHEAPSKATE
By Mary Hunt

Have you figured out ways to keep things cool indoors this summer without sending your utility bills through the stratosphere? If you could use some help in that regard, here are some tips, tricks and great ideas that will help you stay cool without burning a hole in the budget.

CEILING FANS

Use ceiling fans liberally. It costs less than \$5 a month to run a high-efficiency ceiling fan at high speed for 12 hours a day (assuming a cost of 14.2 cents per kWh, the U.S. average), according to the Energy Use Calculator at bls.gov. Your home will feel about 7 degrees cooler simply because the air is circulating effectively. And that means your air conditioner will not have to work as hard to keep things comfortable.

AVOID USING THE OVEN

During the hot summer months, it's wise to come up with meals and preparations that won't require using the oven. Instead, consider your slow cooker or Instant Pot. Opt for more salads. Make salad as the entree. Since it's already hot, firing up the grill isn't a problem.

WHOLE HOUSE FAN

A whole house fan (not to be confused with an attic fan) is installed in the attic and designed to ventilate the house whenever the outdoor air is cooler, typically after the sun sets, making it possible to turn the air conditioner off at night.

For a seasoned and experienced homeowner, installing a whole house fan is typically a do-it-yourself project. However, for a professional, it's a quick and easy job. Learn more at the U.S. Department of Energy website at https://www.energy.gov/energysaver/home-cooling-systems/cooling-whole-house-fan.

PROGRAMMABLE THERMOSTAT

You can install this small, relatively inexpensive device your-

self. It will more than pay for itself in a single summer. Now you won't have to keep remembering to turn the setting up or down depending on whether you are home. Simply program it to fit your lifestyle and you won't waste money cooling the house when no one is home.

COVER THE WINDOWS

Drapes, blinds and shades are all very effective in reflecting the sun's heat. White blinds, as opposed to taupe or similar color, do an even better job. But they won't do a lot of good unless you draw and lower the window coverings early in the morning before the house heats up.

Consider blackout curtains or drapes. Because of the woven fabric, blackout fabric prevents the sun's heat from entering the room as light reflects out because it can't get in. That keeps the room cool.

PLANT TREES

Consider planting trees on your home's south and west sides as you landscape. Select varieties that grow fast and have a thick canopy. Simply providing this type of shade for your home during the hot summer will likely help to reduce energy costs by up to 25% a year or more.

So what is the fastest-growing shade tree? Landscape experts say it's the Royal Empress (aka Paulownia) tree, growing up to 60 feet in three years! However, before you rush out to get this particular fast-growing tree for your property, read up on the pros and cons.

INSULATE

If your attic is not well-insulated, you may be sending all that nice cooled air right out through the roof. Check with utility providers to see if any offer incentives to homeowners who beef up their home's insulation. You may be pleasantly surprised to learn that your net cost to insulate will be pretty reasonable given the return on your investment in lower cooling and heating bills.

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Jill Biden carries out new mission as first lady

DARLENE SUPERVILLE
Associated Press

WASHINGTON — Jill Biden barnstormed the country during her debut year as first lady as if on a one-woman mission to help her husband’s administration tackle the problem of the moment: getting people vaccinated and boosted against the deadly COVID-19 pandemic.

New headwinds blowing in year two — President Joe Biden’s low standing with the public and November elections that could put Republicans back in control of Congress — have set her on a fresh mission: working to help elect Democrats who can help her husband.

She’s making no secret of her frustration with Washington.

“Joe truly believes in working with Congress and getting things done, but obviously the Republicans are pulling together and they’re not budging. They are not budging,” the first lady said at one of four fundraisers she headlined in the past month.

“Who would think that AR-15s make any sense for anything? Who doesn’t believe in the need to deal with climate change?” she said at a July fundraiser in Nantucket, Massachusetts, referencing Republican opposition to the president’s call for an assault weapons ban and more spending on climate change.

With school out for the summer, the teacher-first lady was free to travel again in her role as the president’s chief surrogate, highlighting administration accomplishments and showing a more political side while testing possible fall campaign messages before audiences big and small.

She put a voice to the urgency she and the president feel over unfinished aspects of his agenda.

After accompanying him to the scene of deadly mass shootings at a grocery store in Buffalo, New York, and an elementary school in Uvalde, Texas, the first lady — a community college professor — urged audiences to demand tougher



SUSAN WALSH PHOTOS, ASSOCIATED PRESS

First lady Jill Biden visits with Slovak and Ukrainian mothers and their children as the families participate in a Mother’s Day activity May 8 in Kosice, Slovakia.

gun laws from Congress.

“We need to fight, now, for the lives of our children and for the safety of our schools,” she told the National PTA Convention in June, shortly after they visited Robb Elementary School in Uvalde, where 19 pupils and two teachers were killed by a man firing an AR-15-style gun.

Congress represents “the will of the people,” she said, “and that’s why we need the people to speak up. Parents and teachers. All of us.”

And she turned the Supreme Court’s decision overturning the constitutional right to an abortion into an argument for sending more Democrats to Congress come November. President Biden has promised to sign a bill enshrining the right to an abortion in federal law, but there isn’t enough support for it in Congress, where Democrats have slim majorities. “All of us have a teacher voice for when things go off the rails, and now is the time to use it,” she said in Boston.

In Nantucket, the first lady defended her spouse



First lady Jill Biden speaks as she tours a health facility July 1 in Richmond, Va. Biden was promoting COVID-19 vaccines for young children.

of 45 years, saying “he’s just had so many things thrown his way” that weren’t expected, including the abortion ruling and Russia’s war against Ukraine.

“He had so many hopes and plans for things he wanted to do, but every time you turned around, he had to address the problems of the moment,” she told a group of about two dozen donors.

Tammy Vigil, a Boston University communications professor, said it is typical for a first lady to defend the president and,

wrote a book about former first ladies Michelle Obama and Melania Trump.

Jill Biden’s summer has been busy — and uncharacteristically bumpy at times. She went on a pair of solo foreign trips in May, traveling to Romania and Slovakia in eastern Europe to meet Ukrainian refugees. The trip included an unannounced detour into western Ukraine to meet first lady Olena Zelenska. She also traveled through Ecuador, Panama and Costa Rica.

But by June, she had upset AIDS activists by hosting a White House event to unveil a postage stamp honoring first lady Nancy Reagan. Activists noted the Reagans’ indifference toward gays and lesbians at the start of the AIDS crisis, which exploded during Ronald Reagan’s presidency.

Last month, she was forced to apologize,

through a spokesperson, for offending Latinos by describing their diversity as “distinct as the bodegas of the Bronx, as beautiful as the blossoms of Miami and as unique as the breakfast tacos here in San Antonio.”

The National Association of Hispanic Journalists tweeted in response: “We are not tacos.”

The first lady was also heckled last month on her way into a Connecticut ice cream parlor. A man in the sidewalk crowd shouted, “Your husband is the worst president we ever had” and “You owe us gas money.” A new CNN poll recorded her favorability rating at a low 34%, though only 29% have an unfavorable opinion of her. An additional 28% said they have no opinion of the first lady and 9% said they hadn’t heard enough of her.

Jill Biden, 71, is the first first lady to work outside of the White House. She is expected to resume teaching in September at Northern Virginia Community College and juggle those demands with campaigning.

So far this year, she’s done seven fundraisers for the Democratic National Committee. “Jill Biden is one of the Democratic Party’s most important surrogates because she drives excitement from grassroots supporters across the country,” Democratic Party Chairman Jaime Harrison said.

Robert Watson, a history professor at Lynn University, said modern first ladies have become effective fundraisers in their own right, popular with the party faithful, especially women. He said it would be surprising not to see more of Jill Biden in the runup to the Nov. 8 elections.

“She is a strong defender,” said Watson, who studies the presidency. “Nobody’s interested in asking about her holiday cookie recipe.”

Taiwan

From A1

A senior White House official on Asia policy said late last week that China had used Pelosi’s visit as a pretext to launch an intensified pressure campaign against Taiwan, jeopardizing peace and stability across the Taiwan Strait and in the broader region.

“China has overreacted, and its actions continue to be provocative, destabilizing, and unprecedented,” Kurt Campbell, a deputy assistant to President Joe Biden, said on a call with reporters.

“It has sought to disregard the centerline between the P.R.C. and Taiwan, which has been respected by both sides for more than 60 years as a stabilizing feature,” he said, using the acronym for the country’s full name, the People’s Republic of China.

China accuses the U.S. of encouraging independence forces in Taiwan through its sale of military equipment to the island and engaging with its officials. The U.S. says it does not support independence for Taiwan but that its differences with China should be resolved by peaceful means.

China’s ruling Communist Party has long said that it favors Taiwan joining China peacefully but that it will not rule out force if necessary. The two split in 1949 during a civil war in which the Communists took control of China and the losing Nationalists retreated to the island of Taiwan.

Campbell, speaking on Friday, said the U.S. would send warships and planes through the Taiwan Strait



TAIWAN MINISTRY OF FOREIGN AFFAIRS VIA AP

U.S. Democratic House member John Garamendi, left, shakes hands with Donald Yu-Tien Hsu, Director-General, dept. of North American Affairs, Taiwan’s Ministry of Foreign Affairs after arriving on a U.S. government plane Sunday at Songshan airport in Taipei, Taiwan.

in the next few weeks and is developing a roadmap for trade talks with Tai-

wan that he said the U.S. intends to announce in the coming days.

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Better Than it Looks

Stock Market Insights

By Dr. Richard L. Baker, AIF®

<https://www.facebook.com/Dr.RichardBaker>
Founder & Executive Wealth Advisor at Steadfast Wealth Management

My 1976 Monte Carlo was a head sled. The paint was flaking off behind the doors. To shut the driver's side door, you had to lift it as you swung it because it sagged from the weight. The vinyl top hadn't completely rotted off, but it was blistered pretty bad. Those vanity plates with "RBaker" on them drew your eye. It looked rough but that car could run. That Monte was better than it looked. I think the market is better than it looks too.

Watching the news can be depressing. The problem is that falling stocks make good news headlines. Positive economic

signs are boring and probably too technical for most viewers. So, we don't always get a balanced view.

Sometimes it is hard to distinguish between perception and reality. Here's some reality.

Though it's been a rough year, the market (S&P 500 index) is positive by almost 10% since the market low on June 16 according to Yahoo Finance.

This gave the S&P 500 Index its best month since November 2020 and its best July in over 80 years according to LPL.

The tensions involving Taiwan/China and the war in Ukraine continue to be negative

on the markets.

70% of the S&P 500 companies have reported earnings and so far 74% of those companies beat their earnings estimate according to LPL.

The economy's slower growth, the stronger dollar, and ongoing cost increases are going to hinder companies over the next few months.

The Bull-Bear spread, which is a poll of market professionals, is leaning more toward the bull camp (positive market) at 41%, compared to 26% six weeks ago, according to the latest Investors Intelligence report.

Overall, I think the American companies we are investing in have done an excellent job managing through a difficult environment of rising costs, labor and materials shortages,

and supply chain problems.

I'm still overweighting portfolios to stocks compared to bonds, with a focus on the U.S. and a slight leaning toward value over growth for a while longer relative to client goals.

I feel like the combination of low valuations, lower interest rates, and lowering inflation,

might make the Federal Reserve pause its rate increases in the upcoming months will help the market.

Back to my Monte Carlo, its 350 four-barrel engine drank gas but had cool swivel seats. When driving 100mph or more, which I shouldn't have been going, my Monte felt like it would

rise up and start floating around on the road. That car wasn't pretty but it was a smooth ride.

The market ride probably won't be old Monte Carlo smooth, but I like what I see so far.

Have a blessed week!

HOROSCOPES BY HOLIDAY

By Holiday Mathis

Supermoon Countdown

The Aquarius moon pulls a tightrope across the sky from the Leo sun in anticipation of tomorrow's fullness. Those schooled in the various arts of life know that working and playing with tension is the heart of fascination. Don't be afraid of the energy held in things unsaid, the breathless waiting for a kiss or the seconds counting down to the explosion.

ARIES (March 21-April 19). When volunteers are needed, you're in! An act of generosity will connect you with fellow giving hearts. An auspicious relationship will come out of this. Later, you'll look back and realize it was all because you raised your hand.

TAURUS (April 20-May 20). Social plans have been on your mind. You'll finally be motivated to really make it happen. Spending time in the same room with people you enjoy will be key to all kinds of health including emotional, mental and physical.

GEMINI (May 21-June 21). The perfect response has often popped to mind after the fact, sometimes hours or even years later. That's why today, when the perfect response falls off the tip of your tongue, right on the beat, it's all the more satisfying.

CANCER (June 22-July 22). The goodwill you're building will be there whenever you need it. But even when you don't need it, you constantly benefit from the good vibes that have become a natural part of your personal atmosphere.

LEO (July 23-Aug. 22). Honesty is only the best policy when it is also necessary and kind. The gracious leave much unsaid. You've a talent for focusing the conversation in a way that makes everyone feel accepted.

VIRGO (Aug. 23-Sept. 22). Whether it's more sleep, different food or less stress, you'll figure out how raise your energy level so you can move dynamically through the scene. This and more clarity means a greater ability to attract what you want.

LIBRA (Sept. 23-Oct. 23). Counterintuitively, displays of pride can signal a lack of self-confidence. The truly confident don't have to show off. You'll feel a quiet satisfaction in an outcome you created and absolutely no drive to post about it on the internet.

SCORPIO (Oct. 24-Nov. 21). There are those who will say that you're asking for too much just because it's more or different from what they would ask for. The only way to know what's possible is to try. Don't let others impose their worldviews on you.

SAGITTARIUS (Nov. 22-Dec. 21). Even as you stand in your truth, you are well aware there are many other truths in the same situation. Respecting other people's point of view, you'll be able to see more than those who are stuck in one narrow line of sight.

CAPRICORN (Dec. 22-Jan. 19). When it comes to happiness, humans can be poor predictors of what will induce the state. Even so, you'll defy the odds and choose so well that your smile will become a more permanent fixture of your face.

AQUARIUS (Jan. 20-Feb. 18). You can balance a lot, but not everything. What are you willing to cut? Once you let a thing go, it will return to circulation, and someone else will get it and be very happy for the acquisition. You're acting for the highest good.

PISCES (Feb. 19-March 20). You'll be the recipient of surprising if not uncomfortable generosity. Will accepting put you in their debt? Or is this a gesture to even a score? Find out exactly what expectations are in play.

TODAY'S BIRTHDAY (Aug. 10). Your new solar year opens with the buzz of excitement in your personal life. You'll be a key player in a big event, and you'll be in constant action as you get ready for it. The muses favor you with excellent ideas that you'll sell most persuasively. You're always serving the other person, and yet you get what you want. Scorpio and Libra adore you. Your lucky numbers are: 31, 28, 4, 15 and 19.

CELEBRITY PROFILES: Antonio Banderas has a full schedule of thrills, action and adventure, including sequels in incredibly popular film franchises such as "Indiana Jones 5" and "Puss in Boots: The Last Wish." In his every role, this Leo star radiates the regal energy of his Leo sun. Four fiery luminaries speak to his passion, including the Aries moon of a warrior and lucky Jupiter in Sagittarius, the sign of worldly sophistication.

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What does the Settlement provide? Defendant has agreed to create a \$850,000 cash Settlement Fund that will be used to make cash payments to Settlement Class Members, pay reasonable fees and expenses of the Settlement Administrator, pay reasonable fees and expenses incurred by the Special Master, and pay attorneys' fees, reasonable litigation expenses, and an incentive award for the Class Representative. The Net Proceeds of the Settlement Fund shall be distributed to qualifying Settlement Class Members who submit valid Claim Forms. Claimants with damaged properties within 25 miles of Pawnee ("Zone A Claimants") will 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. Claimants with damaged properties within 25 to 50 miles of Pawnee ("Zone B Claimants") will 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. Claimants with damaged properties within 50 to 100 miles of Pawnee ("Zone C Claimants") will be placed in Zone C and 15% of the Net Settlement Fund shall be distributed to Zone C Claimants based upon their submitted damages evidence. Claimants with damaged properties more than 100 miles of Pawnee ("Zone D 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 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.

How do you get the Settlement benefits? You must submit a Claim Form by December 29, 2022. Claim Forms may be submitted online or printed from www.PawneeEarthquakeSettlement.com. Claim Forms are also available by calling 1-888-890-6717 or by writing to the Settlement Administrator.

Your other options. If you are included in the Settlement and do nothing, your rights will be affected and you won't get any Settlement benefits. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by September 5, 2022. Unless you exclude yourself, you won't be able to sue or continue to sue the Defendant or related parties for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by September 5, 2022. More information about your options is available at www.PawneeEarthquakeSettlement.com.

The Court's Final Approval Hearing. The Pawnee County District Court will hold a Final Approval Hearing in this case on September 15, 2022 to consider whether to approve the Settlement; a request of up to 40% of the Settlement Fund in attorneys' fees, plus up to \$75,000 in litigation costs; and a \$7,500 incentive award payment for the Class Representative.

Want more information? Call 1-888-890-6717; visit www.PawneeEarthquakeSettlement.com; or write to *Adams v. Eagle Road* Settlement Administrator, P.O. Box 990, Corte Madera, CA 94976-0990.

PLEASE DO NOT CONTACT THE COURT.
Call Toll-Free 1-888-890-6717
www.PawneeEarthquakeSettlement.com

Profit

Continued from Page 1A

A Nevada man jailed on riot charges asked his mother to contact publishers for a book he was writing about “the Capitol incident.” A rioter from Washington state helped his father hawk clothes and other merchandise bearing slogans such as “Our House” and images of the Capitol building. A Virginia man released a rap album with riot-themed songs and a cover photograph of him sitting on a police vehicle outside the Capitol on Jan. 6, 2021.

Those actions are sometimes complicating matters for defendants when they face judges at sentencing as prosecutors point to the profit-chasing activities in seeking tougher punishments.

The Justice Department, in some instances, is trying to claw back money that rioters have made off the insurrection.

In one case, federal authorities have seized tens of thousands of dollars from a defendant who sold his footage from Jan. 6. In another case, a Florida man’s plea deal allows the U.S. government to collect profits from any book he gets published over the next five years. And prosecutors want a Maine man who raised more than \$20,000 from supporters to surrender some of the money because a taxpayer-funded public defender is representing him.

Many rioters have paid a steep personal price for their actions on Jan. 6. At sentencing, rioters often ask for leniency on the

grounds that they already have experienced severe consequences for their crimes.

They lost jobs or entire careers. Marriages fell apart. Friends and relatives shunned them or even reported them to the FBI. Strangers have sent them hate mail and online threats. And they have racked up expensive legal bills to defend themselves against federal charges ranging from misdemeanors to serious felonies.

Websites and crowdfunding platforms set up to collect donations for Capitol riot defendants try to portray them as mistreated patriots or even political prisoners.

An anti-vaccine medical doctor who pleaded guilty to illegally entering the Capitol founded a nonprofit that raised more than \$430,000 for her legal expenses. The fundraising appeal by Dr. Simone Gold’s group, America’s Frontline Doctors, didn’t mention her guilty plea, prosecutors noted.

Before sentencing Gold to two months behind bars, U.S. District Judge Christopher Cooper called it “unseemly” that her nonprofit invoked the Capitol riot to raise money that also paid for her salary. Prosecutors said in court papers that it “beggars belief” that she incurred anywhere close to \$430,000 in legal costs for her misdemeanor case.

Another rioter, a New Jersey gym owner who punched a police officer during the siege, raised more than \$30,000 in online donations for a “Patriot Relief Fund” to cover his mortgage payments and other monthly bills.

Prosecutors cited the fund in recommending a fine for Scott Fairlamb, who is serving a prison sentence of more than three years.

“Fairlamb should not be able to ‘capitalize’ on his participation in the Capitol breach in this way,” Justice Department lawyers wrote.

Robert Palmer, a Florida man who attacked police officers at the Capitol, asked a friend to create a crowdfunding campaign for him online after he pleaded guilty. After seeing the campaign to “Help Patriot Rob,” a probation officer calculating a sentencing recommendation for Palmer didn’t give him credit for accepting responsibility for his conduct. Palmer conceded that a post for the campaign falsely portrayed his conduct on Jan. 6. Acceptance of responsibility can help shave months or even years off a sentence.

“When you threw the fire extinguisher and the plank at the police officers, were you acting in self-defense?” asked U.S. District Judge Tanya Chutkan.

“No, ma’am, I was not,” Palmer said before the judge sentenced him to more than five years in prison.

A group calling itself the Patriot Freedom Project says it has raised more than \$1 million in contributions and paid more than \$665,000 in grants and legal fees for families of Capitol riot defendants.

In April, a New Jersey-based foundation associated with the group filed an IRS application for tax-exempt status. As of early August, an IRS database doesn’t list the foundation as a tax-ex-

empt organization. The Hughes Foundation’s IRS application says its funds “principally” will benefit families of Jan. 6 defendants, with about 60% of the donated money going to foundation activities. The rest will cover management and fundraising expenses, including salaries, it adds.

Rioters have found other ways to enrich or promote themselves.

Jeremy Grace, who was sentenced to three weeks in jail for entering the Capitol, tried to profit off his participation by helping his dad sell T-shirts, baseball caps, water bottles, decals and other gear with phrases such as “Our House” and “Back the Blue” and images of the Capitol, prosecutors said.

Prosecutors said Grace’s “audacity” to sell “Back the Blue” paraphernalia is “especially disturbing” because he watched other rioters confront police officers on Jan. 6.

A defense lawyer, however, said Grace didn’t break any laws or earn any profits by helping his father sell the merchandise.

Federal authorities seized more than \$62,000 from a bank account belonging to riot defendant John Earle Sullivan, a Utah man who earned more than \$90,000 from selling his Jan. 6 video footage to at least six companies. Sullivan’s lawyer argued authorities had no right to seize the money.

Richard “Bigo” Barnett, an Arkansas man photographed propping his feet up on a desk in

the office of House Speaker Nancy Pelosi, D-Calif., has charged donors \$100 for photos of him with his feet on a desk while under house arrest. Defense lawyer Joseph McBride said prosecutors have “zero grounds” to prevent Barnett from raising money for his defense before a December trial date.

“Unlike the government, Mr. Barnett does not have the American Taxpayer footing the bill for his legal case,” McBride wrote in a court filing.

Texas real estate agent Jennifer Leigh Ryan promoted her business on social media during and after the riot, boasting that she was “becoming famous.”

In messages sent after Jan. 6, Ryan “contemplated the business she needed to prepare for as a result of the publicity she received from joining the mob at the Capitol,” prosecutors said in court documents.

Prosecutors cited the social media activity of Treniss Evans III in rec-

ommending a two-month jail term for the Texas man, who drank a shot of whiskey in a congressional conference room on Jan. 6. Evans has “aggressively exploited” his presence at the Capitol to expand his social media following on Gettr, a social media site founded by a former Trump adviser, prosecutors wrote before Evans’ sentencing, scheduled for this coming Tuesday.

A few rioters are writing books about the mob’s attack or have marketed videos that they shot during the riot.

A unique provision in Adam Johnson’s plea agreement allows the U.S. government to collect profits from any book he gets published over the next five years. Images of Johnson posing for photographs with Pelosi’s podium went viral after the riot. Prosecutors said they insisted on the provision after learning that Johnson intends to write a memoir “of some sort.”



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LEGAL NOTICE

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.

To File a Claim, visit www.PawneeEarthquakeSettlement.com.

Read this Notice carefully, as it affects your rights.

For more information, visit www.PawneeEarthquakeSettlement.com or call 1-888-890-6717.

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Exhibit B

Adams v. Eagle Road, et al.
Digital Media Screenshots

⚠ Weather Alert

Heat Advisory from TUE 12:00 PM CDT until TUE 8:00 PM CDT

[Click for full-access, breaking news](#)

LOCAL NEWS

Sales Tax Weekend
benefits
consumers, retailers alike

By Tanner Holubar Enid News & Eagle
Jul 31, 2022

Shoppers in the Enid area are gearing up for Sales Tax Holiday weekend, set to take place from Aug. 5-7.

LOCAL NEWS

Live music comes to Leonardo's

Hope King | Enid News & Eagle Jul 31, 2022

ENID, Okla. — On the fifth Saturday of the month, Leonardo's Children's Museum puts on a special day, and this past Saturday was a live music day.

COLUMNS

COLUMN: Close encounters with an alien species: Cats 🐱

Jeff Mullin | Enid News & Eagle Jul 31, 2022



City to vote on contract with Hope Outreach to allocate funds for transitional housing building

3 hrs ago

ENID, Okla. — A new transitional housing residence providing a variety of services soon could be available in Enid.

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▶ Election Day: August Primary polls open at 6:30 a.m.

News 3 hours ago

▶ I-480 ramps reopened after motorcycle crash

News 3 hours ago

● 'Don't be alarmed:' Westlake police training Tuesday


News 4 hours ago


IF YOU SUFFERED DAMAGES FROM EARTHQUAKES NEAR PAWNEE OR CUSHING, OKLAHOMA,

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NEWS

OKCFD Battling Fire Involving At Least 4 Mobile Homes

OKLAHOMA CITY Oklahoma City firefighters are battling a fire involving four mobile homes.

SKYNEWS6 VIDEOS

Live Updates: Authorities



CRIME

Victim, Suspect Identified In Warr Acres Homicide

WARR ACRES, OKLA. Warr Acres police released information on the victim and suspect in connection...

WEATHER VIDEO

Rain Expected For Monday, But Won't Last Long

OKLAHOMA CITY Showers continue for parts of the state Monday morning, but overall rain chances start...

CRIME

1 Injured After Stabbing In NW Oklahoma City

OKLAHOMA CITY Oklahoma City Police said one person is hurt Monday morning after a stabbing on the...

HEALTH

Back-To-School: Health And Wellness Tips For Students



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NEWS

Hay, Supply Drive Set Up To Help Mooreland Ranchers After Wildfire

MOORELAND, OKLA the rain has done little to help ranchers in some hard hit areas. As we've...



SKYNEWS6 VIDEOS

Live Updates: Authorities Searching For 3 Suspects In Stolen Car Chase

Oklahoma authorities are searching for three people after a pursuit ended in Pawnee County near Keystone Lake.

WEATHER VIDEOS

Heat Builds As August Begins

TULSA, OKLA. Hot and muggy weather returns to the state on Monday after a weekend of showers and...

NEWS

Asphalt Project Begins On Stretch Of 96th Street In Owasso

TULSA, OKLA. Construction on a busy stretch of 96th Street North in Owasso is expected to get underway...

NEWS

Extreme Heat Makes Battling Fires Even More Dangerous For Firefighters

Despite the nice break from the heat, triple digit highs are expected to make a comeback. Some firefighters...

NEWS

Tulsa Woman Says Apartment Complex Won't Fix Her AC Unit

IF YOU SUFFERED DAMAGES FROM EARTHQUAKES NEAR PAWNEE OR CUSHING, OKLAHOMA,

YOU MAY BE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT.

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NEWS

Back-To-School Shopping More Expensive As Inflation Increases Prices

TULSA, OKLA Green Country students are getting ready to go back to school and many families ar...

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 \$850,000.00 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, and EnerVest Operating, L.L.C. (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 and 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.

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
SUBMIT A CLAIM FORM BY DECEMBER 29, 2022	This is the only way to receive benefits.
EXCLUDE YOURSELF BY SEPTEMBER 5, 2022	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.
OBJECT BY SEPTEMBER 5, 2022	Write to the Court about why you do not like the Settlement or why you think the Settlement is unfair, inadequate or unreasonable.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	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.PawneeEarthquakeSettlement.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 1-888-890-6717 OR VISIT WWW.PAWNEEARTHQUAKESETTLEMENT.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 Judge Patrick Pickerill 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. vs. Crown Energy Company, et al.*, Kay County, OK. Case No. CJ-2021-18 - Judge Lee Turner;
- *James Butler, et al. vs. 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;
- *Jarrold James Cooper, et al. vs. Berexco LLC, et al.*, Payne County, OK. 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 operative Petition, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.PawneeEarthquakeSettlement.com. The Settlement resolves the lawsuit against Eagle Road, and the lawsuit will continue against the Non-Settling Defendants, which continue to defend against the lawsuit's allegations.

Neither the acceptance by Eagle Road of the terms of the 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 and 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.PawneeEarthquakeSettlement.com, contact the Settlement Administrator by email at admin@PawneeEarthquakeSettlement.com or call toll-free at 1-888-890-6717. You also may send questions to the Settlement Administrator at:

Adams v. Eagle Road Settlement Administrator
P.O. Box 990
Corte Madera, CA 94976-0990

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 from 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 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 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 the 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.PawneeEarthquakeSettlement.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.PawneeEarthquakeSettlement.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.PawneeEarthquakeSettlement.com, by calling 1-888-890-6717, or writing to the address below:

Adams v. Eagle Road Settlement Administrator
P.O. Box 990
Corte Madera, CA 94976-0990

Please read the instructions carefully, fill out the Claim Form, submit it electronically at www.PawneeEarthquakeSettlement.com, by email to admin@PawneeEarthquakeSettlement.com or by mail to the Settlement Administrator postmarked no later **December 29, 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 Claim 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 September 15, 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
- Your signature.

You must mail your exclusion request, postmarked no later than **September 5, 2022** to:

Adams v. Eagle Road Settlement Administrator
P.O. Box 990
Corte Madera, CA 94976-0990

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 the 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 receive 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) the 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 attorneys' 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 **September 5, 2022** at the following addresses:

<u>Clerk of the Court</u>	<u>Class Counsel</u>	<u>Defendant's Counsel</u>
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 incentive 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 September 15, 2022 at 1:30 p.m. at the District Court of Pawnee County, Oklahoma, before the Honorable Judge Patrick Pickerill, 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.PawneeEarthquakeSettlement.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?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter stating 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 September 5, 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 available in the Settlement Agreement. You can get a complete copy of the Settlement Agreement and other information at www.PawneeEarthquakeSettlement.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website at www.PawneeEarthquakeSettlement.com, call the Settlement Administrator at 1-888-890-6717, or write to the Settlement Administrator at:

Adams v. Eagle Road Settlement Administrator
P.O. Box 990
Corte Madera, CA 94976-0990

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

Exhibit D

Adams v. Eagle Road Settlement Administrator
P.O. Box 990
Corte Madera, CA 94976-0990

EAA

«Barcode»

Postal Service: Please do not mark barcode

Claim#: EAA-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Adams v. Eagle Road, et al.

IN THE DISTRICT COURT OF
PAWNEE COUNTY
STATE OF OKLAHOMA

Case No. CJ-2016-00078

**Must Be Postmarked
By December 29, 2022**

Claim Form

PART 1. CLAIMANT INFORMATION

Claimant First Name M.I. Last Name

Current Street Address

Address (continued)

City State ZIP Code

Phone Number

Email Address

Address of the Affected Property or Properties:

Street Address

Address (continued)

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



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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☐ Yes ☐ No

- Repair Bills
- Repair Estimates
- Photographs

☐ Other (please specify) _____

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): _____

Print Name: _____

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 December 29, 2022.

If submitting by mail, mail your Claim Form to:

Adams v. Eagle Road Settlement Administrator
P.O. Box 990
Corte Madera, CA 94976-0990

If submitting online, complete the electronic Claim Form available at: www.PawneeEarthQuakeSettlement.com.

BE SURE TO SIGN THE CLAIM FORM AND SUBMIT IT AND APPLICABLE DOCUMENTS EVIDENCING DAMAGE TO THE SETTLEMENT ADMINISTRATOR POSTMARKED NO LATER THAN DECEMBER 29, 2022.



Claim Form Instructions

FILE YOUR CLAIM ONLINE AT:

www.PawneeEarthQuakeSettlement.com

OR MAIL TO:

Adams v. Eagle Road Settlement Administrator

P.O. Box 990

Corte Madera, CA 94976-0990

Your claim must be submitted online or postmarked by December 29, 2022.

Please read the full Notice (available at www.PawneeEarthQuakeSettlement.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 and 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; and**
4. Make a copy of your completed Claim Form for your records. Then either submit the form electronically at www.PawneeEarthQuakeSettlement.com or sign the form and mail it to:

Adams v. Eagle Road Settlement Administrator

P.O. Box 990

Corte Madera, CA 94976-0990

5. To be considered timely, your Claim Form must be submitted online or postmarked by no later than **December 29, 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.PawneeEarthQuakeSettlement.com or call toll-free 1-888-890-6717.



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

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

Plaintiff,

Case No. CJ-2016-00078

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.

**** UNOPPOSED ****

**DECLARATION OF CLASS COUNSEL FILED
IN SUPPORT OF FINAL SETTLEMENT APPROVAL AND
THE ATTORNEYS' FEE AND EXPENSE APPLICATION**

I am Scott Poynter of Poynter Law Group, and this declaration is submitted as Class Counsel for the Settlement Class in the class resolution between Plaintiff and Class Representative James Adams, and the members of the Settlement Class (together, "Plaintiffs").

I hereby declare under penalty of perjury to following:

1. The terms of the Settlement Agreement provide for a contingency attorneys' fee of 40% to be paid from the Settlement Fund, and reimbursement of up to \$75,000.00 for case-related expenses from the Settlement Fund.

2. By the Motion for Final Settlement Approval, Plaintiffs seek approval of the 40% contingency fee in the amount of \$340,000.00 and reimbursement of \$44,361.49 in case expenses related to the Plaintiffs' seismicity claims covered by the Settlement.

3. The books and records of Class Counsel show more than 1386.24 hours expended by counsel, and a total lodestar of \$943,379.00 related to the seismicity claims being resolved with Eagle Road. Further, Class Counsel has expended at least another 1500 hours (amounting to a lodestar of more than \$1 million) in like earthquake litigation in Oklahoma, and in the development of the scientific proof necessary for the claims being resolved herein.

4. Pursuant to 12 O.S. § 2023(G), the court must consider twelve "Burk" factors in determining the reasonableness of the Settlement's attorneys' fee provision. *State ex rel. Burk v. City of Oklahoma City*, 1979 OK 115, 598 P.2d 659. These factors are the (1) time and labor required, (2) the novelty and difficulty of the questions, (3) the skill requisite to perform the legal service properly, (4) the preclusion of other employment by the attorney due to acceptance of the case, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) the time limitations by client or circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation, and ability of the attorneys, (10) the "undesirability" of the case, (11) the nature and length of the professional relationship with the client, and (12) awards in similar cases. Each of these

factors weigh in favor of approving the requested \$340,000.00 attorneys' fee and \$44,361.49 in case-related expenses.

- a. Time and Labor Required: Class Counsel has expended more than 1300 hours of labor related to the claims being resolved, and another 1500 hours in other induced seismicity cases in Oklahoma that was necessary, and which benefited the class resolution and Plaintiffs here. Further, Class Counsel expects to expend over one-hundred additional hours in effectuating this Settlement and in filing claims for clients.
- b. Novelty of Questions Presented: Class Counsel has been described as a pioneer of induced seismicity litigation having prosecuted the first cases ever filed anywhere in 2011 in Arkansas, and then prosecuting the first like earthquake claims here in Oklahoma beginning in 2014. In fact, the only appellate decisions involving earthquake claims were Class Counsel's victories in *Ladra v. New Dominion*, 2015 OK 53, 353 P.3d 529, which secured the right to a jury trial for earthquake damage victims, and *Cooper v. New Dominion*, Oklahoma Court of Civil Appeals, Case No. 117,281 (Nov. 15, 2019), which certified a class of earthquake damage victims against an operator of wastewater disposal wells.
- c. The Skill requisite to Perform the legal service Properly: Class Counsel has been engaged in complex class action litigation for more than 26 years, and for the past 11 years has been heavily involved in both class action and individual cases involving induced seismicity claims.

- d. The Preclusion of Other Employment: Because of the complexity of this matter, and of all of Oklahoma's seismicity litigation, Class Counsel has been precluded from other employment. More specifically, Class Counsel has had to reduce his involvement in at least three separate federal multidistrict litigations involving agricultural issues.
- e. The Customary Fee: Class Counsel has class and individual representation agreements in like claims with clients agreeing to a 40% fee, and is aware of other attorneys litigating like earthquake claims having contingency fee agreements from 40% to 50%.
- f. Whether the Fee is Fixed or Contingent: The fee agreements here are contingent in nature. Class Counsel has not earned a fee in this matter, and has fronted all case expenses, and thus, has taken all the financial risk.
- g. Time Limitations by Client or Circumstances: In most all instances, Class Counsel represents clients with damaged homes requiring at least temporary fixes, if not permanent ones, to make the home inhabitable. Unfortunately, but expected by Class Counsel and the clients, the cases have been going for a long time and have been extraordinarily difficult.
- h. The Amount Involved and the Results Obtained: The \$850,000.00 cash settlement here is a very good result considering Eagle Road only operated its wells contributing to the seismicity for only a month or two, which posed a significant litigation risk to the Plaintiffs. Moreover, due

to the novelty of the legal and factual issues in this matter the result here for the Settlement Class is very favorable.

- i. The Experience, Reputation, and Ability of the Attorneys: As provided above, Class Counsel has substantial experience in class action litigation, and specifically in induced seismicity claims. Due to his work, he was asked by the University of Colorado to serve on its Advisory Council related to induced seismicity, and has also been a guest lecturer at Duke University on the litigation and seismic impacts of wastewater disposal operations.
- j. The “Undesirability” of the Case: In 2014, Class Counsel was retained to prosecute participants in the Oil and Gas Industry in Oklahoma for earthquake damages from the Prague earthquakes of November 2011. At that time, it was extremely difficult to find local attorneys willing to work on such cases given the industry’s political clout and because the claims centered on the industry’s core business. At present, Class Counsel is only aware of one Oklahoma law firm providing substantial work on induced seismicity cases because of their “undesirability.”
- k. The Nature and Length of the Professional Relationship. Class Counsel has been engaged in this case and with these Plaintiffs for almost six years.
- l. Awards in Similar Cases: As discussed in the motion, Class Counsel previously settled a class action case with several defendants in Lincoln

County known as *Cooper v. New Dominion, et al.* (the “Cooper Class Action”) and assigned to Judge Lori Walkley by special appointment of the Supreme Court. There, as here, the settling parties negotiated an attorneys’ fee of 40% of the settlement fund, and it was approved without objection by Judge Walkley. Judge Walkley also approved reimbursement of \$37,766.59 in litigation costs incurred by Class Counsel.

5. The attorneys’ fee award of \$340,000.00 is fair and reasonable based upon consideration of these factors.

6. The negotiated Class Representative Award of \$7,500.00 is also fair and reasonable. Such awards are allowed routinely by courts in class action cases. Judge Walkley also approved a \$7,500.00 incentive award in the Cooper Class Action.

DATED: September 8, 2022,

Respectfully Submitted,



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