

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,



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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

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

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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 to 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 **TELEPHONE HOTLINE**

14
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 **CLAIM FORMS**

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

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

25
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.

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My testimony is true and correct and made under penalty of perjury.
Executed on September 8, 2022 at Vallejo, California

**Please see CALIFORNIA
attachment for notary seal**

~~10/1~~
09/18/2022

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

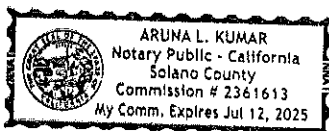
Subscribed and sworn to (or affirmed) before me

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

Exhibit B

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

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

WHAT THIS NOTICE CONTAINS

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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) _____

Print Name: _____

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