

IN THE DISTRICT COURT OF PAWNEE COUNTY
STATE OF OKLAHOMA

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

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

- An \$850,000.00 settlement has been reached in a class action lawsuit about whether Eagle Road Oil, LLC (“Eagle Road”) operated wastewater disposal wells that allegedly contributed to causing the earthquakes near Pawnee, Oklahoma and occurring within the Settlement Class Period. The Settlement resolves any and all claims alleged to arise against Eagle Road from earthquakes between November 15, 2014 and the Effective Date with epicenters within a 50-mile radius of Pawnee, Oklahoma, including but not limited to the 5.8m earthquake near Pawnee on September 3, 2016, and the 5.0m earthquake near Cushing on November 6, 2016. Eagle Road disputes and denies all of the allegations made by the Plaintiff. The lawsuit will continue against the remaining defendants, Cummings Oil Company, Territory Resources, LLC, and EnerVest Operating, L.L.C. (hereafter “Non-Settling Defendants”).
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you owned or have had an interest in residential or commercial real estate properties within the borders of Oklahoma between November 15, 2014 and the Effective Date and suffered earthquake damages from earthquakes with epicenters within a 50-mile radius of Pawnee, Oklahoma.
- The Settlement will provide benefits to those who qualify. You will need to file a Claim Form to receive benefits from the Settlement.
- Your legal rights are affected whether you act, or don’t act. Read this Notice carefully.

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
SUBMIT A CLAIM FORM BY DECEMBER 29, 2022	This is the only way to receive benefits.
EXCLUDE YOURSELF BY SEPTEMBER 5, 2022	Request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against Eagle Road for the claims at issue in the Settlement.
OBJECT BY SEPTEMBER 5, 2022	Write to the Court about why you do not like the Settlement or why you think the Settlement is unfair, inadequate or unreasonable.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no benefits. Give up any rights you might have to ever sue Eagle Road about the legal claims in this case and resolved by the Settlement.

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

QUESTIONS? CALL TOLL-FREE 1-888-890-6717 OR VISIT WWW.PAWNEEARTHQUAKESETTLEMENT.COM

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BASIC INFORMATION

1. Why is there a Notice?

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

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

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

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

2. What is this lawsuit about?

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

The Plaintiff's operative Petition, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.PawneeEarthquakeSettlement.com. The Settlement resolves the lawsuit against Eagle Road, and the lawsuit will continue against the Non-Settling Defendants, which continue to defend against the lawsuit's allegations.

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

WHO IS PART OF THE SETTLEMENT?

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

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

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

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

Excluded from the Settlement Class are the following:

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

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

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, visit the Settlement Website at www.PawneeEarthquakeSettlement.com, contact the Settlement Administrator by email at admin@PawneeEarthquakeSettlement.com or call toll-free at 1-888-890-6717. You also may send questions to the Settlement Administrator at:

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

SETTLEMENT BENEFITS

7. What does the Settlement provide?

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

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

8. What can I get from the Settlement?

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

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

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

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

Zone C Claimants: Claimants with damaged properties within 50 to 100 miles of Pawnee will have a less-preferred status as their causal 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 causal 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.**