

## **If You Suffered Damage From The Earthquakes in Oklahoma Between April 16, 2013 And the Effective Date, You May Be Eligible For A Payment From Three Class Action Settlements.**

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

- \$3,265,000.00 in settlements have been reached in a class action lawsuit about whether Territory Resources, LLC (“Territory”); Cummings Oil Company (“Cummings”); and Tarka Energy, LLC (“Tarka”) operated wastewater disposal wells that allegedly contributed to causing the earthquakes near Pawnee, Oklahoma and also in other areas in Oklahoma occurring within the Settlement Class Period. The Settlements resolve any and all claims against Territory, Cummings, and Tarka alleged to arise from earthquakes that occurred between April 16, 2013 and the Effective Date with epicenters within the State of Oklahoma, including but not limited to the 5.8m earthquake near Pawnee on September 3, 2016. Territory, Cummings, and Tarka dispute and deny all of the allegations made by the Plaintiff. The lawsuit will continue against the remaining defendant EnerVest Operating, L.L.C. (hereafter “Non-Settling Defendant”).
- Of the total Settlement Fund of \$3,265,000.00, Territory is providing \$2,075,000.00, Cummings is providing \$815,000.00, and Tarka is contributing another \$375,000.00 in cash consideration. Territory, Cummings, and Tarka are referred to here as the “Settling Defendants.”
- You may be eligible to participate in the proposed Settlements, if they are finally approved, if you owned or have had an interest in residential or commercial real estate properties within the borders of Oklahoma between April 16, 2013 and the Effective Date and suffered earthquake damages from earthquakes near Pawnee, Oklahoma or other seismicity in other areas of Oklahoma.
- The Settlements will provide benefits to those who qualify. You will need to file a Claim Form to receive benefits from the Settlements.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

### **YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS**

|   |  |
|---|--|
| <b>SUBMIT A CLAIM FORM BY MAY 30, 2023</b>  | This is the only way to receive benefits.  |
| <b>EXCLUDE YOURSELF BY JANUARY 27, 2023</b> | Request to be excluded and get no benefits from the Settlements. This is the only option that allows you to start or continue your own lawsuit against Territory, Cummings, or Tarka for the claims at issue in the Settlements. |
| <b>OBJECT BY FEBRUARY 6, 2023</b>           | Write to the Court about why you do not like the Settlements or why you think the Settlements are unfair, inadequate or unreasonable.  |
| <b>GO TO A HEARING</b>                      | Ask to speak in Court about the fairness of the Settlements.   |
| <b>DO NOTHING</b>                           | Get no benefits. Give up any rights you might have to ever sue Territory, Cummings, and Tarka about the legal claims made in this case and resolved by the Settlements.  |

- 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](http://www.PawneeEarthquakeSettlement.com) regularly for updates and further details.
- The Court in charge of this case still must decide whether to approve each of the Settlements. Benefits will be provided to eligible participants only if the Court approves the Settlements and after any appeals are resolved. Please be patient.

**QUESTIONS? CALL TOLL-FREE 1-888-858-5969 OR VISIT [WWW.PAWNEEARTHQUAKESETTLEMENT.COM](http://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 Settlements of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlements.

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

Included in the Action and the Settlements are the claims made against the Settling Defendants in the following “Related Actions”:

*Adrian L. Anderson et al. vs. Berexco LLC et al.*, Case No. CJ-2018-5142 in the District Court of Tulsa County, Oklahoma;

*Adrian L. Anderson et al. v. Cher Oil Company, Ltd. et al.*, No. CJ-2020-3579 in the District Court of Tulsa County, Oklahoma;

*Roy Austin et al. vs. Berexco LLC et al.*, No. CJ-2018-139 in the District Court of Lincoln County, Oklahoma;

*Lacheverjuan Bennett et al. vs. Chaparral Energy, L.L.C. et al.*, No. CJ-2018-58 in the District Court of Logan County, Oklahoma;

*David Bonar et al. vs. Cher Oil Company, Ltd. et al.*, No. CJ-2018-5145 in the District Court of Oklahoma County, Oklahoma;

*Adam Burt et al. vs. Berexco LLC et al.*, No. CJ-2018-1363 in the District Court of Cleveland County, Oklahoma;

*Adam Burt et al. vs. Berexco LLC et al.*, No. CJ-2020-791 in the District Court of Cleveland County, Oklahoma;

*James Butler et al. vs. Berexco LLC et al.*, No. CJ-2017-469 in the District Court of Payne County, Oklahoma;

*Aaron Matthew Caldwell et al. vs. Berexco LLC et al.*, No. CJ-2018-499 in the District Court of Payne County, Oklahoma;

*George N. Chacko et al. vs. Sundance Energy Oklahoma LLC et al.*, No. CJ-2017-7308 in the District Court of Oklahoma County, Oklahoma;

*Jarrod James Cooper et al. vs. Berexco LLC et al.*, No. CJ-2018-500 in the District Court of Payne County, Oklahoma;

*Greg Depew et al. vs. Sundance Energy Oklahoma LLC et al.*, No. CJ-2019-4520 in the District Court of Oklahoma County, Oklahoma;

*Dorothy Dooley et al. vs. Berexco LLC et al.*, No. CJ-2018-5141 in the District Court of Tulsa County, Oklahoma;

*Dorothy Dooley et al. vs. Cher Oil Company Ltd. et al.*, No. CJ-2020-3578 in the District Court of Tulsa County, Oklahoma;

*Lisa Griggs et al. vs. New Dominion LLC et al.*, No. CJ-2017-174 in the District Court of Logan County, Oklahoma;

*Michelle Harvey et al. vs. Cher Oil Company Ltd.*, No. CJ-2018-5146 in the District Court of Kay County, Oklahoma;

*A.J. James et al. vs. Berexco LLC et al.*, No. CJ-2018-5143 in the District Court of Oklahoma County, Oklahoma;

*A.J. James et al. vs. Cher Oil Company, Ltd.*, No. CJ-2020-4852 in the District Court of Oklahoma County, Oklahoma;

*Susan L. Jones et al. vs. Berexco LLC et al.*, No. CJ-2018-5141 in the District Court of Oklahoma County, Oklahoma;

*Harold Kelley et al. vs. Berexco LLC et al.*, No. CJ-2018-56 in the District Court of Adair County, Oklahoma;

*Robert Mallet et al. vs. Berexco LLC et al.*, No. CJ-2018-203 in the District Court of Logan County, Oklahoma;

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*Robert Mallett et al. vs. Chesapeake Operating, LLC et al.*, No. CJ-2019-261 in the District Court of Logan County, Oklahoma;

*Robert W. Mottinger et al. vs. Cher Oil Company Ltd. et al.*, No. CJ-2019-187 in the District Court of Kay County, Oklahoma;

*Robert W. Mottinger et al. vs. Cher Oil Company Ltd. et al.*, No. CJ-2021-18 in the District Court of Kay County, Oklahoma;

*Abbas Movlai et al. vs. Berexco LLC et al.*, No. CJ-2018-201 in the District Court of Logan County, Oklahoma;

*Abbas Movlai et al. vs. Chesapeake Operating, LLC et al.*, No. CJ-2019-262 in the District Court of Logan County, Oklahoma;

*A.J. Joe Navrath et al. vs. Berexco LLC et al.*, No. CJ-2018-140 in the District Court of Lincoln County, Oklahoma;

*Karen Nelson et al. vs. Berexco LLC et al.*, No. CJ-2018-5140 in the District Court of Oklahoma County, Oklahoma;

*Karen Nelson et al. vs. Cher Oil Company Ltd., et al.*, No. CJ-2020-4854 in the District Court of Oklahoma County, Oklahoma;

*George L. Oravetz et al. vs. Berexco LLC et al.*, No. CJ-2018-5142 in the District Court of Oklahoma County, Oklahoma;

*George L. Oravetz et al. vs. Cher Oil Company, Ltd. et al.*, No. CJ-2020-4853 in the District Court of Oklahoma County, Oklahoma;

*Hope Owen et al. vs. Berexco LLC et al.*, No. CJ-2018-45 in the District Court of Atoka County, Oklahoma;

*Leroy Peters et al. vs. Berexco LLC et al.*, No. CJ-2018-5139 in the District Court of Tulsa County, Oklahoma;

*Sharon Shearmire et al. vs. Dahl SWD Facility #1, LLC et al.*, No. CJ-2021-24 in the District Court of Garfield County, Oklahoma;

*Carol Steele et al. vs. Berexco LLC et al.*, No. CJ-2018-5144 in the District Court of Oklahoma County, Oklahoma;

*Carol Steele et al. vs. Cher Oil Company Ltd. et al.*, No. CJ-2020-4850 in the District Court of Oklahoma County, Oklahoma.

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

Plaintiff alleges, generally, that wastewater disposal wells operated by the Settling Defendants contributed to causing the earthquakes near Pawnee, Oklahoma, including but not limited to the 5.8m earthquake near Pawnee on September 3, 2016, and also in other areas of Oklahoma and occurring within the Settlement Class Period.

The Plaintiff's Complaints, Settlement Agreements, and other case-related documents are posted on the Settlement Website, [www.PawneeEarthquakeSettlement.com](http://www.PawneeEarthquakeSettlement.com). The Settlements resolve the lawsuits against the Settling Defendants, but the class action lawsuit and the Related Actions will continue against the Non-Settling Defendants, which continue to defend the lawsuits' allegations.

Neither the acceptance by the Settling Defendants of the terms of the Settlement Agreements nor any of the related negotiations or proceedings constitute an admission with respect to the merits of the claims alleged in the Action. Each Settling Defendant specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and Related Actions.

## **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 are there these Settlements?**

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 Settlements do 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 Settlements are in the best interests of all Class Members.

### **WHO IS IN THE SETTLEMENTS?**

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

All Class Representatives, Plaintiffs in the Related 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 April 16, 2013 and the Effective Date, and which suffered earthquake damages from earthquakes, foreshocks and aftershocks within the State of Oklahoma are “Settlement Class Members” and together are called the “Settlement Class.”

Excluded from the Settlement Class are the following:

- a) Tarka and its owners, directors, officers, employees, and/or agents, the judge presiding over this Action and his immediate family members;
- b) Territory Resources, LLC and its owners, directors, officers, employees, and/or agents, the judge presiding over this Action and his immediate family members;
- c) Cummings and its owners, directors, officers, employees, and/or agents, the judge presiding over this Action and his immediate family members; and,
- d) 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 Settlements?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreements, visit the Settlement Website at [www.PawneeEarthquakeSettlement.com](http://www.PawneeEarthquakeSettlement.com), contact the Settlement Administrator by email at [admin@PawneeEarthquakeSettlement.com](mailto:admin@PawneeEarthquakeSettlement.com) or call toll-free at 1-888-858-5969. You also may send questions to the Settlement Administrator at:

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

### **SETTLEMENT BENEFITS**

#### **7. What do the Settlements provide?**

In consideration of and solely for purposes of these Settlements, and a full, complete, and final settlement, including dismissal of the Action and Related Actions with prejudice as to the Settling Defendants, and the releases, and the releases below, and subject to the Court’s approval, Territory will pay \$2,075,000.00 in cash into the Settlement Fund, Cummings will contribute \$815,000.00, and Tarka will provide another \$375,000.00 into the Settlement Fund, for a total of \$3,265,000.00 in cash relief.

A Claim Form must provide evidence of the Claimant’s damages suffered as a result of the earthquakes occurring near Pawnee, Oklahoma and occurring between April 16, 2013 and the Effective Date, including but not limited to the 5.8m earthquake near Pawnee on September 3, 2016, and also any other earthquakes occurring in Oklahoma, 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 Settlements?**

All Settlement Class Members who qualify and timely submit completed Claim Forms and supporting documentation of their damages may seek recovery of the repair damages incurred because 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 the Settling Defendants 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 causal damages links, based upon proximity of their properties and the Settling Defendants' 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 causal damages links, based upon proximity of their properties and the Settling Defendants' 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 the Settling Defendants' 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 outside of Pawnee will have a less-preferred status as their causal damages links, based upon proximity of their properties and the Settling Defendants' 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 the Settling Defendants in relationship to the sums they contributed to the total Settlement Fund. 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 approved Claim Forms as described above.

To receive any amounts under the Settlements, 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](http://www.PawneeEarthquakeSettlement.com).

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

Unless you exclude yourself from the Settlements, you can't sue a Settling Defendant, continue to sue, or be part of any other lawsuit against a Settling Defendant about the legal issues in this case. It also means that all the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreements and describes exactly the legal claims that you give up if you stay in the Class. The Settlement Agreements are available at [www.PawneeEarthquakeSettlement.com](http://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](http://www.PawneeEarthquakeSettlement.com), by calling 1-888-858-5969, or writing to the address below:

*Adams v. Eagle Road Oil* 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](http://www.PawneeEarthquakeSettlement.com), by email to [admin@PawneeEarthquakeSettlement.com](mailto:admin@PawneeEarthquakeSettlement.com) or by mail to the Settlement Administrator postmarked no later than **May 30, 2023**, 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 Settlements after a hearing on February 16, 2023, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time.

## **EXCLUDING YOURSELF FROM THE SETTLEMENTS**

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

If you don't want a payment but you want to keep the right to sue a Settling Defendant over the legal issues in this case, then you must take steps to get out of these Settlements. This is called asking to be excluded from—or sometimes “opting out” of—the Settlement Class. To exclude yourself from the Settlements, 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, and current address and telephone number;
- The physical address of the property damaged, if different from your current address, and the identification of the earthquake(s) causing it to suffer damages;
- The name of the case (*Adams, et al. v. Eagle Road, et al.*, Case No. CJ-2016-00078);
- A statement that you want to be excluded from the Settlements; and
- Your signature.

You must mail your exclusion request, postmarked no later than **January 27, 2023** to:

*Adams v. Eagle Road Oil* 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 these Settlement Agreements 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 a Settling Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Territory, Cummings, and Tarka for the claims that these Settlements resolve. 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 any of the Settling Defendants.

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

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

## **OBJECTING TO THE SETTLEMENTS**

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

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 Agreements, (b) the Fees and Costs Applications, (c) the Incentive Award Applications, 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, et al. 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 Settlements, the payment of attorneys' fees, costs, expenses, and the incentive awards, 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, Cummings' Counsel, Tarka's Counsel and Territory's Counsel postmarked no later than **February 6, 2023**, at the following addresses:



| <b>Clerk of the Court</b>  | <b>Class Counsel</b>   | <b>Defendant's Counsel</b>  |
|--|--|---|
| Clerk of the Court<br>District Court of Pawnee County<br>500 Harrison Street<br>Pawnee, OK 74058 | Scott Poynter<br><b>Poynter Law Group</b><br>407 W. President Clinton Avenue<br>Suite 201<br>Little Rock, AR 72201 | J. Todd Woolery<br><b>McAfee &amp; Taft, P.C.</b><br>8th Floor, Two Leadership Square<br>211 N. Robinson Avenue<br>Oklahoma City, OK 73102<br><br>Kenneth H. Blakley<br><b>Edinger Leonard &amp; Blakley, PLLC</b><br>6301 N. Western Avenue, Suite 250<br>Oklahoma City, OK 73118<br><br>Charles D. Neal, Jr.<br><b>Steidley &amp; Neal, P.L.L.C.</b><br>CityPlex Towers, 53 <sup>rd</sup> Floor<br>2448 East 81 <sup>st</sup> Street<br>Tulsa, OK 74137 |

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

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to the Settlements only if you do not exclude yourself from the Settlements. Excluding yourself from the Settlements is telling the Court that you do not want to be part of the Settlements. If you exclude yourself from the Settlements, you have no basis to object to the Settlements because they no longer affect 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 lawyer be paid?**

Class Counsel will ask the Court to approve attorneys' fees not to exceed 40% of the total 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 from each Settlement amount contributed by the Settling Defendants 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 Settlements?**

The Pawnee County District Court will hold a Final Approval Hearing on February 16, 2023, at 1:30 p.m. at the District Court of Pawnee County, Oklahoma State of Oklahoma, 3<sup>rd</sup> Floor, 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](http://www.PawneeEarthquakeSettlement.com) for updates. At the Final Approval Hearing, the Court will: (a) determine whether to grant final approval to the Settlements; (b) consider any timely objections to the Settlements and the Parties' responses to such objections; (c) rule on the Fees and Costs Applications; and (d) rule on the Incentive Awards 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, et al. 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 February 6, 2023, 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 Settlements. 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 Territory, Cummings, and Tarka about the legal issues in this case, ever again.

### **GETTING MORE INFORMATION**

## 23. How do I get more information?

This Notice summarizes the proposed Settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements and other information at [www.PawneeEarthquakeSettlement.com](http://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](http://www.PawneeEarthquakeSettlement.com), call the Settlement Administrator at 1-888-858-5969, or write to the Settlement Administrator at:

*Adams v. Eagle Road Oil* 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.**