

IN THE DISTRICT COURT OF PAWNEE COUNTY  
STATE OF OKLAHOMA

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

Plaintiff,

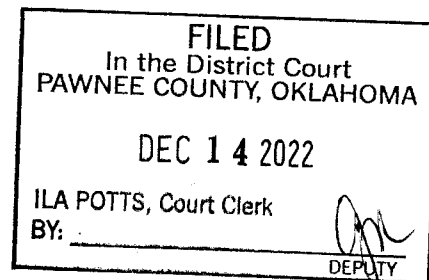
v.

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

Defendants.

Case No. CJ-2016-00078

Judge Patrick M. Pickerill



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**ORDER GRANTING PRELIMINARY  
APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT  
WITH TARKA ENERGY, LLC**

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WHEREAS, the Plaintiff and Class Representative James Adams ("Plaintiff") and Defendant Tarka Energy, LLC ("Tarka") have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Settlement Agreement and Amended 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 Amended Settlement Agreement;

AND NOW, the Court having read and considered the Settlement Agreement and accompanying documents and the Amended Settlement Agreement and its accompanying documents (collectively, the "Settlement"), and the parties to the Settlement 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 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 of Oklahoma or have or had a property interest therein between April 16, 2013 through the Effective Date (the "Settlement Class Period"), and which suffered earthquake damages from any earthquakes, foreshocks, or aftershocks occurring within the State of Oklahoma during that time period.

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; and,
- 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 1:30 ~~a.m.~~ p.m. on February 16<sup>th</sup> 2023 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, all proceedings are stayed in this Action as to Tarka 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 against Tarka 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.

pp.  
twenty-one (21)

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.

8. The Court finds that Plaintiff's plan for providing Notice to the Settlement Class Members as described in the Settlement 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 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. Any Settlement Class Member who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement, 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 Class Member's name, current address and telephone number, and the physical address of the property impacted by the seismicity if different from the Class Member's current address and identification of the earthquake(s) causing damage.

12. 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, 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.

13. Any Settlement Class Member who does not timely submit a valid Request for Exclusion may object to the Settlement, 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.

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

15. 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.

16. 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.

17. Service of all papers relating to an exclusion shall also be made by timely mailing the request to the Settlement Administrator at an address the Administrator creates for such mailings. Such address must be included in the Class Notice.

18. 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 Tarka's Counsel, and must be consistent with the requirements in the Notice.

19. 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.

20. Any Settlement Class Member who does not make an objection in the time and manner provided in the Settlement 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.

21. In the event that the proposed Settlement does not become Final, or in the event that the Settlement 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 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.

22. 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.

23. Except as provided in the Settlement, this Order and any other Order or Judgment and the Stipulation and Settlement, 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, or as necessary as set out in the Settlement.

24. Except as provided in the Settlement, this Order and any other Order and Judgment, the Stipulation and Settlement, shall not be an admission by Tarka 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.

So Ordered this 7<sup>th</sup> day of December, 2022

  
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JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Charles D. Neal  
For Tarka

/s/ Scott Poynter  
Class Counsel