

IN THE DISTRICT COURT OF PAWNEE COUNTY
STATE OF OKLAHOMA

FILED
In the District Court
PAWNEE COUNTY, OKLAHOMA
FEB 16 2023
ILA POTTS, Court Clerk
BY: _____ DEPUTY

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,
- (7) TRINITY OPERATING (USG), LLC,
- (8) TARKA ENERGY, LLC

Defendants.

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE
AS TO PLAINTIFF, THE SETTLEMENT CLASS, AND CUMMINGS

WHEREAS, the Plaintiff and Class Representative James Adams ("Plaintiff") and Defendant Cummings Oil Company ("Cummings") 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 December 14, 2022, 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 February 16, 2023, at which []⁰ 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 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.

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 Cummings 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 Cummings 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 \$ 330,475.83 as a reasonable attorneys' fee and as reimbursement of costs to Class Counsel.

14. The Court approves the payment of \$ 7,500.00 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 Cummings 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 16th day of February, 2023

Associate District Judge
Patrick Pickerill

JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Kenneth H. Blakley
For Cummings

/s/ Scott Poynter
Class Counsel