

**IN THE DISTRICT COURT OF LINCOLN COUNTY, OKLAHOMA  
STATE OF OKLAHOMA**

**JENNIFER COOPER,**

**Plaintiff,**

**vs.**

**Case No. CJ-2015-24**

**NEW DOMINION, LLC,  
SPESS OIL COMPANY, EQUAL  
ENERGY US, INC., and  
FAIRFIELD OIL & GAS CORP.**

**Defendants.**

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**SETTLEMENT AGREEMENT**

**Between the Class Representative and the Settlement Class,  
and Spess, Equal Energy, and Fairfield**

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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 Spess Oil Company, Equal Energy US, Inc., and Fairfield Oil & Gas Corp., pursuant to the terms and conditions set forth in this Settlement Agreement.

**RECITALS**

WHEREAS Jennifer Cooper is the named Plaintiff and the Class Representative in the Action and seeks to recover damages on behalf of herself and similarly situated persons arising

from earthquakes that have occurred in and around the Prague, Oklahoma, area, including but not limited to the earthquakes of November 5, 6, and 8, 2011;

WHEREAS Jennifer Cooper originally brought this suit against only Defendants, New Dominion, LLC, Spess Oil Company (“Spess”), and John Does 1-25, but has agreed for purposes of this Settlement to add Equal Energy US, Inc. (“Equal Energy”), and Fairfield Oil & Gas Corp. (“Fairfield”) as Defendants to this action for purposes of settling all claims against them arising from earthquakes that have occurred to the Effective Date within a radius of 15 miles of Prague, Oklahoma, including but not limited to, the earthquakes of November 5, 6, and 8, 2011;

WHEREAS Spess Oil Company, Equal Energy US, Inc., and Fairfield Oil & Gas Corp. (collectively, the “Settling Defendants”) are defendants, or to be added as defendants, in the Action and are engaged in certain wastewater disposal operations in Oklahoma;

WHEREAS the Class Representative and Settlement Class Members (hereafter, the “Plaintiffs”) are those that owned residential or business real estate properties in Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and Creek counties in Oklahoma from November 5, 2011, 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 15 mile radius of Prague, Oklahoma, including but not limited to those occurring between November 5<sup>th</sup> and 8<sup>th</sup>, of 2011.

WHEREAS the Settlement Class, and the Settling Defendants are the only parties to this agreement (“Parties”). Defendant New Dominion, LLC is not a party to this agreement.

WHEREAS the Plaintiffs allege, generally, that wastewater disposal wells operated by the Settling Defendants contributed to causing the earthquakes near Prague, Oklahoma and occurring within the Settlement Class Period;

WHEREAS the Settling Defendants dispute and deny 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 the Settling Defendants, including those added for purposes of this settlement;

WHEREAS the Plaintiffs nevertheless have concluded that, in light of the risks, costs and delay of litigation of the matters in dispute, particularly in complex 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 the Settling Defendants deny the validity of the claims alleged in this Action, deny all allegations of wrongdoing and liability, and deny causation of damages to the Plaintiffs;

WHEREAS the additional parties being added for purposes of reaching this settlement, Equal Energy, and Fairfield agree to joinder in this action only for the purpose of effectuating this Settlement and do not waive any defenses or objections to joinder for any reason other than this Settlement;

WHEREAS the Settling Defendants nevertheless have 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 on December 21, 2017, with Judge (Ret.) Bill Hetherington 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 and in further consultation with Judge Hetherington;

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 all Settling Defendants 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 *Cooper v. New Dominion, et al.*, pending in the District Court of Lincoln County and having the Case No. CJ-2015-24, and includes all Settling Defendants.

1.2 “Settlement Class” or “Settlement Class Definition” means:

All persons who own or owned commercial or residential real property in any or some combination of Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and/or Creek counties in Oklahoma or have or had a property interest therein between November 5<sup>th</sup> through the time the Settlement Class is certified, and which suffered earthquake damages from earthquakes with epicenters within 15 miles of Prague, Oklahoma, including but not limited to, those occurring between November 5, 2011 and 8, of 2011.

Excluded from the Settlement Class are the following:

- a) Any of the Settling Defendants, their directors, officers, employees, and/or agents, the judge presiding over this action and her immediate family members;
- b) All sovereigns, governments, and all private or public educational institutions;
- c) Any person meeting the Settlement Class Definition and named as an individual plaintiff in another lawsuit brought against any one of the Settling Defendants for earthquake damages; and,
- d) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

1.3 The “Settlement Class Area” shall be Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and Creek counties in Oklahoma.

1.4 “Class Counsel” means Scott Poynter of Poynter Law Group.

1.5 “Settlement Class Member” means a person who is a member of the Settlement Class.

1.6 The “Settlement Class Period” shall be from November 5, 2011 through the time the Settlement Class is certified.

1.7 “Class Representative” or “Plaintiff” means Jennifer Cooper.

1.8 “Court” means the District Court of Lincoln County, 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, substantially in the form of **Exhibit B** hereto, in which the Court, among other things, grants final approval of this Settlement Agreement and authorizes dismissal of the Action with prejudice as to the Settling Defendants.

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 Class Representative 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, Spess, Equal Energy, and Fairfield.

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 “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.

1.19 “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 up to the Effective Date with epicenters within a 15 mile radius of Prague, Oklahoma, including, but not limited to the earthquakes occurring between November 5<sup>th</sup> and 8<sup>th</sup>, of 2011, and that are allegedly attributed to the Settling Defendants' oil and gas exploration and production activities, including their use of wastewater disposal wells known as Stasta #1 and #2 (Spess), M G #5, Janice 3, Joann 2, and the Catherine 36, (Fairfield), and the Twin Cities #2 and #3 (Equal Energy) and/or any other wells operated by the Settling Defendants and/or their predecessors that are or could be alleged to have caused the earthquakes occurring between November 5, 2011, and November 8, of 2011.

1.20 "Released Parties" means the Settling Defendants and any and all of their 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 a Settling Defendant has a controlling interest or which is related to or affiliated with it, or any other representatives of any of these Persons and entities.

1.21 "Releasing Parties" means the Class Representative and any Settlement Class Member (whether individual, direct, class, derivative, representative, legal, equitable or any other type in any other capacity).



1.22 “Settlement Administrator” means the entity selected and retained by the Parties, and approved by the Court to perform Class Notice, which will be negotiated hereafter, and to conduct the administration of claims and distribution of funds. The Settlement Administrator is to be paid out of the Settlement Funds.

1.23 “Settlement Agreement” or “Settlement” means this Settlement Agreement, including the exhibits hereto.

1.24 “Settlement Fund” shall have the meaning set forth in Section 2.2 of this Settlement Agreement.

1.25 “Settling Defendants” mean Spess, Equal Energy, and Fairfield, and includes each of their predecessors in interest as well as their successors in interest and assigns, but is a term used solely for purposes of effecting this settlement.

1.26 “Settling Defense Counsel” means E. Edd Pritchett, Jr. and David L. Kearney of Durbin, Larimore, & Bialick, P.C.

1.27 “Special Master” means the person selected and retained by the Parties and approved by the Court to resolve objections to Claim Forms and/or to adjudicate any motion of a Claimant based upon an alleged deficiency in the evidence submitted by the Claimant with a Claim Form. All determinations by the Special Master shall be final.

## **ARTICLE II- SETTLEMENT CONSIDERATION**

2.1 **Cash Consideration.** In consideration for joinder of Defendants, Equal Energy, and Fairfield, solely for purposes of this settlement, and a full, complete, and final settlement of the Action as to these Settling Defendants, including dismissal of the Action with prejudice as to the Settling Defendants, and the releases below, and subject to the Court’s approval, the Settling Defendants will collectively provide \$925,000.00 in cash into the Settlement Fund.

2.2 Settlement Fund. Within seven (7) days of the appointment of the Settlement Administrator and entry of the Preliminary Approval Order, the Settling Defendants shall collectively deposit a total of \$925,000.00 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 re-allocated to the approved claimants in proportion to their approved claims and the overall value of approved claims.

2.3 Claim Forms. The Settlement Administrator shall cause the Claim Form substantially in the form of **Exhibit C** hereto to be made available on the Settlement Website, and to provide a Claim Form to anyone requesting one.

2.4 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.

2.5 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.

2.6 Objections to Claim Forms. The Settling Defendants shall have the right to inspect the Claim Forms received by the Settlement Administrator. If Settling Defendants determine 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), they 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 the Settling Defendants, 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 Settling Defendants' 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 proper or not 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.

2.7 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, the Settling Defendants, 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, the Settling Defendants 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. The Settling Defendants 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.

2.8 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 the Settling Defendants and Class Counsel, or for those amounts determined by the Settlement Master on a motion. 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. Any excess proceeds shall be returned to the Settling Defendants. 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.

2.9 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 in Section 2.6, 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 paragraph above. Thereafter, the Settlement Administrator will notify the Settling Defendants and Class Counsel of the claims and amounts paid.

2.10 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 the Settling Defendants. 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 D** 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, Tri-County Herald 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.

(d) Billboard Notice. The Settlement Administrator shall also lease at least two billboards with at least one being in Lincoln or Pottawatomie County on I-40. The Billboard Notice shall direct Settlement Class members to the Settlement Website for complete information regarding the Settlement, and identify all Class Member deadlines and the date of the Final Approval Hearing. The Billboard Notice shall also provide a toll free number to the Settlement Administrator to answer any questions a Settlement Class Member may have. The Billboard Notice shall remain in place until the deadline for the filing of claims.

(e) 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 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– JOINDER OF EQUAL ENERGY, AND FAIRFIELD**

5.1 Joinder. As part of the consideration for the above Cash Consideration, Plaintiff agrees to Amend the Petition to join Equal Energy, and Fairfield as defendants in this action solely for the purpose of settling all claims against these defendants based on the allegations in this Action as though such allegations were made against these defendants, or that could have been raised against these defendants in this Action, including the Released Claims as defined herein arising from any earthquakes that have occurred up to the Effective Date within 15 miles of Prague, Oklahoma, including but not limited to the earthquakes of November 5, 6, and 8, 2011.

5.2 Equal Energy and Fairfield agree to this joinder solely for the purpose of effectuating this Settlement and reserve any right to object to or assert any defense to joinder in this lawsuit for any other purpose.

5.3 In the event this Settlement is not approved by the Court and/or is terminated for any reason, Equal Energy, and Fairfield will be immediately and automatically dismissed from this lawsuit and nothing herein shall constitute a waiver of any defenses or objections to joinder for any reason other than this settlement.

5.4 The Settling Defendants agree to waive any right to removal of the Action based upon amendment of the Settlement Class definition which is amended solely for purposes of the Settlement Agreement. The Settling Defendants agree not to seek removal of this action under the Class Action Fairness Act or any other federal statutes allowing removal based upon the change to the class definition which is solely for the purpose of settlement. It shall not act as a waiver of any right to removal or other defense in any other action in which the Settling Defendants are parties or, in this Action, in the event this Settlement is not approved by the Court and/or is terminated for any reason.

#### **ARTICLE VI– COURT APPROVAL OF SETTLEMENT**

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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 VII – TERMINATION**

7.1 Termination Due to Court Action. The Class Representative and the Settling Defendants 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.

7.2 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, including but not limited to the dismissal of the additional Defendants Equal Energy, Fairfield and White Star; (iv) all money in the Settlement Fund shall be returned to the Settling Defendants 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 VIII – RELEASES UPON EFFECTIVE DATE**

8.1 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.

8.2 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.

8.3 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 the Settling Defendants in entering into this Settlement.

8.4 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 IX – MISCELLANEOUS**

9.1 No Admission of Liability. Neither the acceptance by the Settling Defendants 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. The Settling Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Action.

9.2 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 the Settling Defendants 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 Paragraph 8.2 of this Settlement Agreement. The parties have entered into this Settlement Agreement solely for the purposes of settling the claims in this Action, 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 the Settling Defendants 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.

The Parties further agree that the Settlement Agreement is subject to res judicata and collateral estoppel as to all 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 consistent with this Paragraph 8.2, 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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

13<sup>th</sup> day of September, 2018.



\_\_\_\_\_  
Scott Poynter  
Class Counsel

\_\_\_\_\_  
E. Edd Pritchett, Jr.  
Counsel for the **Settling Defendants**

# **EXHIBIT      A**

**IN THE DISTRICT COURT OF LINCOLN COUNTY, OKLAHOMA  
STATE OF OKLAHOMA**

<b>JENNIFER COOPER,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>Case No. CJ-2015-24</b>
	)	
<b>NEW DOMINION, LLC, and</b>	)	
<b>SPESS OIL COMPANY</b>	)	
	)	
<b>Defendants.</b>	)	

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**ORDER GRANTING PRELIMINARY  
APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT  
WITH SPESS, EQUAL ENERGY, AND FAIRFIELD**

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WHEREAS, the Plaintiff and Class Representative Jennifer Cooper (“Plaintiff”) and Spess Oil Company, Equal Energy US, Inc., and Fairfield Oil & Gas Corp. (collectively, the “Settling Defendants”) 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 Class shall consist of the following:

All persons who own or owned, or have or had an interest in commercial or residential real property in any or some combination of Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and/or Creek counties in Oklahoma or have or had a property interest therein between November 5<sup>th</sup> through the time the Settlement Class is certified, and which suffered earthquake damages from earthquakes with epicenters within 15 miles of Prague, Oklahoma, including but not limited to, those occurring between November 5, 2011 and 8, of 2011.

Excluded from the Settlement Class are the following:

- a) Any of the Settling Defendants, their directors, officers, employees, and/or agents, the judge presiding over this action and her immediate family members;
- b) All sovereigns, governments, and all private or public educational institutions;
- c) Any person meeting the Settlement Class Definition and named as an individual plaintiff in another lawsuit brought against any one of the Settling Defendants for earthquake damages; and,
- d) Any person that timely and properly excludes himself/herself/itself

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 the Settling Defendants 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 the Settling Defendants 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, Press Release, and Billboard Notice) 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 Angeion Group 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: Cooper v. New Dominion, Spess Oil Company, et al.  
P.O. Box 30456  
Philadelphia, PA 19103

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 Settling Defendants' 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. Additionally, the amended complaint filed pursuant to the Settlement Agreement will also have no effect, and the operative complaint preceding entry of this Order shall become the operative complaint once again.

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 the Settling Defendants 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 \_\_\_\_\_, 2018

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JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Edd Pritchett  
For Settling Defendants

/s/ Scott Poynter  
Class Counsel

# **EXHIBIT B**

**IN THE DISTRICT COURT OF LINCOLN COUNTY, OKLAHOMA  
STATE OF OKLAHOMA**

<b>JENNIFER COOPER,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>Case No. CJ-2015-24</b>
	)	
<b>NEW DOMINION, LLC, and</b>	)	
<b>SPESS OIL COMPANY</b>	)	
	)	
<b>Defendants.</b>	)	

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**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE  
AS TO PLAINTIFF, THE SETTLEMENT CLASS, AND SPESS,  
EQUAL ENERGY, AND FAIRFIELD**

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WHEREAS, the Plaintiff and Class Representative Jennifer Cooper (“Plaintiff”) and Spess Oil Company, Equal Energy US, Inc., and Fairfield Oil & Gas Corp. (collectively, the “Settling Defendants”) 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:

All persons who own or owned or have or had an interest in commercial or residential real property in any or some combination of Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and/or Creek counties in Oklahoma or have or had a property interest therein between November 5<sup>th</sup> through the time the Settlement Class is certified, and which suffered earthquake damages from earthquakes with epicenters within 15 miles of Prague, Oklahoma, including but not limited to, those occurring between November 5, 2011 and 8, of 2011.

Excluded from the Settlement Class are the following:

- a) Any of the Settling Defendants, their directors, officers, employees, and/or agents, the judge presiding over this action and her immediate family members;
- b) All sovereigns, governments, and all private or public educational institutions;
- c) Any person meeting the Settlement Class Definition and named as an individual plaintiff in another lawsuit brought against any one of the Settling Defendants for earthquake damages; and,
- d) 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 Settling Defendants 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 the Settling Defendants 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 11 and 12, 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 the Settling Defendants 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 \_\_\_\_\_, 2018

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JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Edd Pritchett  
For Settling Defendants

/s/ Scott Poynter  
Class Counsel

# **EXHIBIT C**

Your claim must be submitted or postmarked by: XXXXX XX, 2018

Cooper v. New Dominion, Spess Oil Company, et al.

In the District Court of Lincoln County, Oklahoma State of Oklahoma Case No. CJ-2015-24

CND

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:

Total Dollar Amount of Repair Damages incurred as a result of earthquakes with epicenters within 15 miles of Prague, 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 15 miles of Prague, Oklahoma, including but not limited to, those occurring between November 5, 2011 and November 8, 2011. 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 Cooper v. New Dominion, Spess Oil Company, et al., Case No. CJ-2015-24, in the District Court of Lincoln 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 **XXXXX XX, 2018**.

If submitting by mail, mail your Claim Form to:

Cooper v. New Dominion, Spess Oil Company, et al.  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

If submitting online, complete the electronic Claim Form available at: [www.OklahomaQuakes.com](http://www.OklahomaQuakes.com).

**BE SURE TO SIGN THE CLAIM FORM AND SUBMIT IT AND APPLICABLE DOCUMENTS  
EVIDENCING DAMAGE TO THE SETTLEMENT ADMINISTRATOR POSTMARKED NO LATER  
THAN XXXXXX XX, 2018.**

***Cooper v. New Dominion, Spess Oil Company, et al.***

In the District Court of Lincoln County, Oklahoma State of Oklahoma

Case No. CJ-2015-24

**CLAIM FORM INSTRUCTIONS**

**FILE YOUR CLAIM ONLINE AT:**

[www.OklahomaQuakes.com](http://www.OklahomaQuakes.com)

**OR MAIL TO:**

Cooper v. New Dominion, Spess Oil Company, et al.  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**Your claim must be submitted online or postmarked by XXXXXX XX, 2018.**

Please read the full Notice (available at [www.OklahomaQuakes.com](http://www.OklahomaQuakes.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 persons who own or owned commercial or residential real property in any or some combination of Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and/or Creek counties in Oklahoma or have or had a property interest therein between November 5, 2011 through [insert date of approval], and which suffered earthquake damages from earthquakes with epicenters within 15 miles of Prague, Oklahoma, including but not limited to, those occurring between November 5, 2011 and November 8, 2011.

**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.OklahomaQuakes.com](http://www.OklahomaQuakes.com) or sign the form and mail it to:

Cooper v. New Dominion, Spess Oil Company, et al.  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

5. To be considered timely, your Claim Form must be submitted online or postmarked by no later than **XXXXX XX, 2018**. 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.OklahomaQuakes.com](http://www.OklahomaQuakes.com) or call toll free 1-877-450-8811.

# **EXHIBIT D**



IN THE DISTRICT COURT OF LINCOLN COUNTY, OKLAHOMA  
STATE OF OKLAHOMA

**If You Suffered Damage From The Earthquakes With Epicenters Within 15 Miles of Prague, Oklahoma Between November 5, 2011 and [insert date of approval], You May Be Eligible For A Payment From a Class Action Settlement.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

- A \$925,000 settlement has been reached in a class action lawsuit about whether Spess Oil Company, Equal Energy US, Inc., and Fairfield Oil & Gas Corp. (hereafter, “Settling Defendants”) operated wastewater disposal wells that allegedly contributed to causing the earthquakes near Prague, Oklahoma and occurring within the Settlement Class Period. The settlement resolves any and all claims alleged to arise against the Settling Defendants, from earthquakes up to the Effective Date with epicenters within a 15 mile radius of Prague, Oklahoma, including, but not limited to the earthquakes occurring between November 5<sup>th</sup> and 8<sup>th</sup>, of 2011. The Settling Defendants dispute and deny all of the allegations made by the Plaintiffs.
- 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 business real estate properties in Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and Creek counties in Oklahoma from November 5, 2011 through [insert date of approval], and suffered earthquake damages from earthquakes up to the (Effective Date of the Settlement Agreement) and with epicenters within a 15 mile radius of Prague, Oklahoma, including but not limited to those occurring between November 5<sup>th</sup> and 8<sup>th</sup>, of 2011.
- 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.

<b><u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u></b>	
<b>SUBMIT A CLAIM FORM BY XXXXXXX</b>	This is the only way to receive benefits.
<b>EXCLUDE YOURSELF BY XXXXX</b>	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 the Settling Defendants for the claims at issue in the Settlement.
<b>OBJECT BY XXXXXXX</b>	Write to the Court about why you do not like the settlement or why you think the settlement is unfair, inadequate or unreasonable.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no benefits. Give up any rights you might have to ever sue the Settling Defendants 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.OklahomaQuakes.com](http://www.OklahomaQuakes.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 1-877-450-8811 OR VISIT [WWW.OKLAHOMAQUAKES.COM](http://WWW.OKLAHOMAQUAKES.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 Cleveland County, Oklahoma State of Oklahoma Judge Lori Walkley serves as the presiding judge by special appointment by the Oklahoma Supreme Court, but the case is currently on file in the District Court of Lincoln County, and the case is titled *Cooper v. New Dominion, Spess Oil Company, et al.*, Case No. CJ-2015-24. This notice explains the lawsuit, the Settlement, and your legal rights.

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

Plaintiffs allege, generally, that wastewater disposal wells operated by the Settling Defendants contributed to causing the earthquakes near Prague, Oklahoma and occurring within the Settlement Class Period.

The Plaintiffs' Complaint, Settlement Agreement, and other case-related documents are posted on the settlement website, [www.OklahomaQuakes.com](http://www.OklahomaQuakes.com). The Settlement resolves the lawsuit against the Settling Defendants only, and the lawsuit will continue against New Dominion, LLC, which continues to defend the lawsuit's allegations.

Neither the acceptance by the Settling Defendants 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. The Settling Defendants specifically deny 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 Defendants broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (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 persons who own or owned commercial or residential real property in any or some combination of Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and/or Creek counties in Oklahoma or have or had a property interest therein between November 5, 2011 through [insert date of preliminary approval], and which suffered earthquake damages from earthquakes with epicenters within 15 miles of Prague, Oklahoma, including but not limited to, those occurring between November 5, 2011 and November 8, 2011.

Excluded from the Settlement Class are the following:

- a) Any of the Settling Defendants, their directors, officers, employees, and/or agents, the judge presiding over this action and her immediate family members;
- b) All sovereigns, governments, and all private or public educational institutions;

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- c) Any person meeting the Settlement Class Definition and named as an individual plaintiff in another lawsuit brought against any one of the Settling Defendants for earthquake damages; 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 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.OklahomaQuakes.com](http://www.OklahomaQuakes.com), contact the Settlement Administrator by email at [Questions@OklahomaQuakes.com](mailto:Questions@OklahomaQuakes.com) or call toll-free at 1-877-450-8811. You also may send questions to the Settlement Administrator at:

Cooper v. New Dominion, Spess Oil Company, et al.  
Attn: Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**SETTLEMENT BENEFITS**

**7. What does the settlement provide?**

The Settling Defendants, solely for purposes of this settlement, and a full, complete, and final settlement of the Action as to these Settling Defendants, including dismissal of the Action with prejudice as to the Settling Defendants, and the releases below, and subject to the Court’s approval, the Settling Defendants will collectively provide \$925,000.00 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 15 miles of Prague, Oklahoma and occurring between November 5<sup>th</sup> and 8<sup>th</sup> of 2011 or thereafter, and make a claim, under oath, for a sum certain not to exceed the amounts of the provided repair estimates and bills, or other evidence submitted with the Claim Form.

**8. What can I get from the settlement?**

All 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 the Settling Defendants and Class Counsel, or for those amounts determined by the Special Master on a motion. 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 stated in each approved Claim Form with each approved claimant receiving the total amount of their sum certain claimed amount. Any excess proceeds shall be returned to the Settling Defendants. 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.

To receive any amounts under the settlement, Class Members must submit a claim and supporting documentation to the Settlement Administrator at the address provided below, or at [www.OklahomaQuakes.com](http://www.OklahomaQuakes.com).

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

Unless you exclude yourself from the Settlement, you can’t sue the Settling Defendants, continue to sue, or be part of any other lawsuit against the Settling Defendants about the legal issues in this case. It also means that all of the decisions

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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.OklahomaQuakes.com](http://www.OklahomaQuakes.com).

## **HOW TO GET BENEFITS**

### **10. How can I receive benefits?**

To receive benefits, all 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.OklahomaQuakes.com](http://www.OklahomaQuakes.com), by calling 1-877-450-8811, or writing to the address below:

Cooper v. New Dominion, Spess Oil Company, et al.  
Attn: Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

Please read the instructions carefully, fill out the Claim Form, submit it electronically at [www.OklahomaQuakes.com](http://www.OklahomaQuakes.com), by email to [Questions@OklahomaQuakes.com](mailto:Questions@OklahomaQuakes.com) or by mail to the Settlement Administrator postmarked no later than **XXXXXXXXXX** 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 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 **XXXXXXXXXX**, 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 the Settling Defendants 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 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 (*Cooper v. New Dominion, Spess Oil Company, et al.*, Case No. CJ-2015-24);
- A statement that you want to be excluded from this settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **XXXXXXXXXX** to:

Class Action Opt Out  
Attn: Cooper v. New Dominion, Spess Oil Company, et al.  
PO Box 30456  
Philadelphia, PA 19103

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. You may opt out of the Settlement Class only for yourself. So-called “mass”

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or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple 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 the Settling Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants 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 Class to continue your own lawsuit.

**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 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 (*Cooper v. New Dominion, Spess Oil Company, et al.*, Case No. CJ-2015-24);
- 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
- Your signature and, if you have one, your lawyer’s signature.

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.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to the Settlement Administrator, Class Counsel, and Settling Defendant’s Counsel postmarked no later than **XXXXXXXX** at the following addresses:

<b><u>Clerk of the Court</u></b>	<b><u>Class Counsel</u></b>	<b><u>Defendant’s Counsel</u></b>
Clerk of Court Lincoln County District Court 811 Manvel Avenue PO Box 307 Chandler, OK 74834	Scott Poynter Poynter Law Group 400 W. Capitol Ave., Suite 2910 Little Rock, AK 72201	E. Edd Pritchett, Jr. Durbin, Larimore, & Bialick, P.C. 920 North Harvey Avenue Oklahoma City, OK 73102

**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 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. 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 Cleveland County District Court will hold a Final Approval Hearing on **XXXXXXXXXXXXXX** at **XX:XX X.m.** at the District Court of Cleveland County, Oklahoma State of Oklahoma, Courtroom XXX, before the Honorable Judge Lori Walkley, Cleveland County District Court, 201 S. Jones Ave., Norman, OK 73069.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.OklahomaQuakes.com](http://www.OklahomaQuakes.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 (*Cooper v. New Dominion, Spess Oil Company, et al.*, Case No.CJ-2015-24);
- Your signature and, if you have one, your lawyer's signature.

You must mail your Notice of Intent to Appear, postmarked no later than **XXXXXXXX**, 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 the Settling Defendants 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.OklahomaQuakes.com](http://www.OklahomaQuakes.com). If you have additional questions or want to request a Claim Form, you can visit the settlement website at [www.OklahomaQuakes.com](http://www.OklahomaQuakes.com) call the Settlement Administrator at 1-877-450-8811; or write to the Settlement Administrator at:

Cooper v. New Dominion, Spess Oil Company, et al.  
Attn: Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR DEFENDANTS  
CONCERNING THIS CASE.**