

IN THE DISTRICT COURT OF PAWNEE COUNTY
STATE OF OKLAHOMA

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

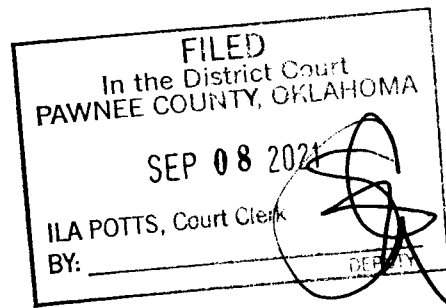
Plaintiff,

v.

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

Defendants.

Case No. CJ-2016-00078



**** UNOPPOSED ****

**PLAINTIFFS' MOTION TO PRELIMINARILY APPROVE
CLASS ACTION SETTLEMENT WITH PETRO WARRIOR, L.L.C.
AND INCORPORATED MEMORANDUM OF LAW**

COMES NOW the Plaintiff and Class Representative James Adams and the Settlement Class ("Plaintiffs"), and move, unopposed, for the Court to provide preliminary settlement approval of a class resolution with Petro Warrior, L.L.C ("Petro Warrior").

Pursuant to 12 O.S. §2023 E., Plaintiffs and Petro Warrior have negotiated a Settlement Agreement provided as **Exhibit 1** to this unopposed motion.

MEMORANDUM OF LAW

The Plaintiffs and Petro Warrior (the "Settling Parties") met in mediation with Judge (Ret.) Bill Hetherington, and mediation was successful. Thereafter, the Settling Parties negotiated the Settlement Agreement. **Exhibit 1.**

Under 12 O.S. §2023 E., this Court must determine whether the Settlement is preliminarily fair, adequate and reasonable. This memorandum demonstrates the proposed Settlement is deserving of preliminary settlement approval.

I: FACTUAL INTRODUCTION

The operative petition alleges that a swarm of seismicity occurring near Pawnee on or about September 3, 2016 through on or about November 14, 2016, was caused by the Defendants' wastewater disposal operations and devastated properties in Oklahoma. Plaintiffs further contend that science shows that this induced seismicity was part of a sequence of wastewater disposal induced earthquakes that began in March of 2015, and still occur in present times.

Plaintiffs allege that this sequence of earthquakes near Pawnee did not occur naturally, but instead was caused by wastewater disposal operations nearby and caused Plaintiffs to suffer continuing damages. Petro Warrior disputes all of these allegations.

However, this proposed class resolution resolves all of the issues and claims between the Settling Parties, and provides potentially \$1.75 million in cash relief to the Settlement Class, which is defined as follows:

All citizens of Oklahoma, municipalities, county governments, or tribal governments who own or owned real property within the borders Oklahoma or have or had a property interest therein between March 3, 2015 through the time the Settlement Class is certified (the "Settlement Class Period"), and which suffered earthquake damages from earthquakes with epicenters within 20 miles of Pawnee, Oklahoma.

Excluded from the Settlement Class are the following:

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

II: LAW AND ARGUMENT

Pursuant to 12 O.S. §2023 E., Plaintiffs move for preliminary settlement approval of the Settlement attached as **Exhibit 1**.

1. The Purpose of Preliminary Settlement Approval.

In reaching settlement of a class action, "[t]he settlement shall first be preliminarily approved by the court." *Thonen v. McNeil-Akron, Inc.*, 661 F. Supp. 1271, 1279 (N.D. Ohio 1987). The purpose of such a determination is to "determine whether the proposed settlement is 'within the range of possible approval.'" *Armstrong v. Board of School Directors of the City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). See also H. Newberg,

Newberg On Class Actions (3d ed. 1993) §11.25; Manual for Complex Litigation, Second §30.44 (1985). As one court observed, “this determination is similar to a determination that there is ‘probable cause’ to think the settlement is fair and reasonable.” *Alaniz v. California Processors, Inc.*, 73 F.R.D. 269, 273 (N.D. Cal. 1976).

2. The Settlement is Preliminarily Fair, Reasonable, and Adequate.

Plaintiffs present this Settlement under 12 O.S. §2023 E., which provides that “the claims, issues or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval.” By this motion, the Settling Parties seek preliminary approval of the Settlement, and if approved, will then negotiate a notice plan and procedure for providing Settlement Class Members with proper notice of their agreement. Once that is done, the Settling Parties will seek the Court’s approval of same.

At present, the Settling Parties only seek preliminary approval of the proposed settlement. In determining whether a settlement is reasonable, the trial court's primary task is to evaluate the terms of the settlement in relation to the strength of the plaintiff's case. *Bayhille v. Jiffy Lube Intern., Inc.*, 2006 OK CIV APP 130, ¶11, 146 P.3d 856, 859.

Here, Plaintiffs have developed scientific proof through geophysicists that the sequence of seismicity around Prague since as early as March of 2015 was not an act of God, but instead was induced by wastewater disposal operations by the defendants. The science is solid and has been around since the 1960s. While Plaintiffs are resolute in their belief that their claims have substantial merit, they also understand that litigation is risky and uncertain.

Further, even successful plaintiffs will only be truly successful if the judgment they seek is collectible - a substantial problem here with respect to Petro Warrior. In mediation, Petro Warrior demonstrated that its insurance carrier had denied it a defense and also denied it coverage for these earthquake claims. Further, through the mediation process it was also clear that collectability of any judgment against Petro Warrior was very unlikely.

The parties here engaged an experienced and independent mediator to assist them in reaching an arms-length, fair, adequate and just class action resolution. Judge (Ret.) Bill Hetherington was perfectly suited to mediate the claims, and he successfully mediated the Settlement presented to this honorable Court with this motion.

After the successful mediation, counsel for the Settlement Parties successfully negotiated the Settlement Agreement, and therefore, the Settlement is in final form and ripe for this Court's consideration. **Exhibit 1.**

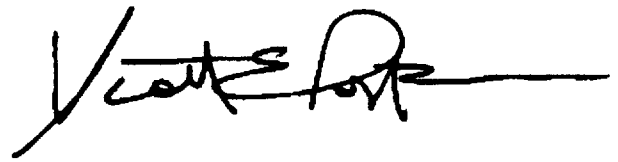
The Settlement provides \$1.75 in cash benefits to the Settlement Class conditioned on Petro Warrior's successful prosecution of its bad faith claim against its carrier, which had denied Petro Warrior a defense and coverage for claims at issue. If that action is successful, Petro Warrior is obligated to provide a cash fund for the benefit of the Settlement Class from its Net Proceeds of up to \$1.75 million, which is a substantial benefit to the Settlement Class considering Petro Warrior's inability to sustain any judgment against it here.

III: CONCLUSION

When weighed against the merits of Plaintiffs' claims and the uncertainty of this unique litigation, and Petro Warrior's financial inability to sustain a judgment, the Settlement is clearly preliminarily fair and reasonable and deserving of preliminary settlement approval.

DATED: September 8, 2021

Respectfully Submitted,



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Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I certify that on the day of September 8, 2021, I caused to be served a copy of the foregoing document upon the following counsel by electronic mail and with a request that anyone wishing a hard copy to follow by first-class mail to so advise. Counsel in this matter communicate by email regularly.

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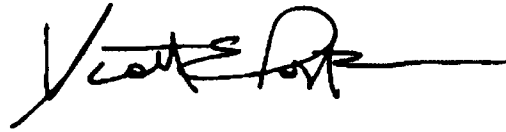
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A handwritten signature in black ink, appearing to read "Scott Poynter", with a long horizontal flourish extending to the right.

Scott Poynter

EXHIBIT 1

**IN THE DISTRICT COURT OF PAWNEE COUNTY
STATE OF OKLAHOMA**

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

Plaintiff,

Case No. CJ-2016-00078

v.

- (1) EAGLE ROAD OIL LLC,**
- (2) CUMMINGS OIL COMPANY,**
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- (4) ENERVEST OPERATING, L.L.C.,**
- (5) PETRO WARRIOR, L.L.C.,**
- (6) PETROQUEST ENERGY, LLC, and**
- (7) TRINITY OPERATING (USG), LLC,**

Defendants.

SETTLEMENT AGREEMENT

**Between the Class Representative and the Settlement Class,
and Defendant Petro Warrior, L.L.C.**

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 Petro Warrior, L.L.C.. ("Petro Warrior"), pursuant to the terms and conditions set forth in this Settlement Agreement.

RECITALS

WHEREAS James Adams is the named Plaintiff and the Class Representative in the Action and seeks to recover damages on behalf of himself and similarly situated persons arising from earthquakes that have occurred in and around the Pawnee, Oklahoma area.

WHEREAS on November 17, 2016, Class Representative James Adams brought this suit against Defendants Eagle Road Oil LLC and Cummings Oil Company, and John Does 1-25.

WHEREAS on August 27, 2018, Plaintiff amended his petition naming Petro Warrior as an additional Defendant;

WHEREAS this Agreement's purpose is to settle all claims against Petro Warrior arising from earthquakes that have occurred to the Effective Date within a radius of 20 miles of Pawnee, Oklahoma, and beginning as early as March 3, 2015;

WHEREAS Petro Warrior is a named Defendant in the Action and is engaged in certain wastewater disposal operations in Oklahoma;

WHEREAS the Class Representative and Settlement Class Members (hereafter, the "Plaintiffs") are Oklahoma citizens that owned residential or business real estate properties within the borders of Oklahoma from March 3, 2015 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 20 mile radius of Pawnee, Oklahoma.

WHEREAS the Plaintiffs and Petro Warrior are the only parties to this Agreement (hereafter, the "Parties").

WHEREAS the Plaintiffs allege, generally, that wastewater disposal wells operated by Petro Warrior contributed to causing the earthquakes within 20 miles of Pawnee, Oklahoma and occurring within the Settlement Class Period;

WHEREAS Petro Warrior disputes and denies 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 Petro Warrior;

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

WHEREAS Petro Warrior nevertheless has 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, Petro Warrior was refused any defense or coverage from their insurance carrier, Mid-Continent Casualty Company, ("MCC") and is forced to address

and resolve these claims on its own. Due to MCC's refusal to defend and indemnify, Petro Warrior enters into this Settlement Agreement recognizing its duty to mitigate their exposure to damages in excess of this agreed obligation. As part of this Agreement, Petro Warrior is and will be vigorously pursuing all of its claims against MCC for its denials of coverage and refusing to resolve these claims on Petro Warriors' behalf.

WHEREAS the Parties mediated the claims in the Action 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;

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 Petro Warrio only, and pursuant to the following terms and conditions:

ARTICLE I - DEFINITIONS

As used in this Settlement Agreement and the documents attached hereto as exhibit, 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 *Adams v. Eagle Road, et al.*, pending in the District Court of Pawnee County and having the Case No. CJ-2016-78, and includes all Settling Defendants.

1.2 "Settlement Class" or "Settlement Class Definition" means:

All citizens of Oklahoma, municipalities, county governments, or tribal governments who own or owned real property within the borders Oklahoma or have or had a property interest therein between March 3, 2015 through the time the Settlement Class is certified (the "Settlement Class Period"), and which suffered earthquake damages from earthquakes with epicenters within 20 miles of Pawnee, Oklahoma.

Excluded from the Settlement Class are the following:

- a) Any of the Settling Defendant or its owners, directors, officers, employees, and/or agents, the judge presiding over this action and his immediate family members;
- b) 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 all areas within Oklahoma's borders.

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 March 3, 2015 through the time the Settlement Class is certified by this Court.

1.7 "Class Representative" or "Plaintiff" means James Adams.

1.8 "Court" means the District Court of Pawnee 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 in which the Court, among other things, grants final approval of this Settlement Agreement and authorizes dismissal of the Action with prejudice as to Petro Warrior.

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 Incentive 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 and Petro Warrior.

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 from March 3, 2015 up to the Effective Date with epicenters within a 20 mile radius of Pawnee, Oklahoma, and that are allegedly attributed to Petro Warrior's oil and gas exploration and production activities, including their use of wastewater disposal wells.

1.20 "Released Parties" means Petro Warrior and any and all of its 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 Agreement" or "Settlement" means this Settlement Agreement, including the exhibit hereto.

1.23 "Settlement Fund" shall mean the consideration recovered as described in Article II below.

1.24 "Counsel for Petro Warrior" means Trevor Henson of Barrow & Grimm, P.C..

ARTICLE II- SETTLEMENT CONSIDERATION

2.1 Consideration. Plaintiffs and Petro Warrior agree to a full and binding settlement of all Plaintiffs' claims against Petro Warrior for the sum of \$1.75 million that Petro Warrior agrees to pay from its recovery from its insurance carrier MCC in its intended action against MCC. Petro Warrior retains rights to its claims against MCC and agrees to pursue those claims vigorously against MCC. As consideration for the mutual promises by the Parties, Petro Warrior will pay \$1.75 million from amounts recovered by Petro Warrior in its case against MCC. For any amounts which Petro Warrior recovers from MCC net of Petro Warrior's attorney fees and court costs in that case (Petro Warrior's net recovery), Plaintiffs will be paid the first \$1.75 million of the net recovery.

Petro Warrior agrees to provide a lien on such cause of action in the amount of \$1.75 million and authorizes direct payment of this lien amount to Plaintiffs of the first \$1.75 million of net recovery in the case. This legal obligation to pay the Plaintiffs Petro Warrior's net recovery from the first dollars recovered up to \$1.75 million from this case against MCC is Petro Warrior's sole payment consideration and Petro Warrior will not be obligated for any other payment, for example, if the net recovery from the case for any reason does not total the full \$1.75 million.

2.2 The parties agree that Petro Warrior's legal obligation to pay the Plaintiffs set forth herein was for payment for property damage resulting from alleged negligence claims against Petro Warrior. Petro Warrior pursues distinct claims against MCC, for breach of its duty to indemnify, for breach of a much broader duty to defend, and for appropriate bad faith and punitive damages. Petro Warriors' consideration set forth herein legally obligates it to pay from the first dollars of net recovery on any of its claims against MCC.

2.3 The sum to be paid to Plaintiffs from Petro Warrior's net recovery shall be the Settlement Fund, from which Plaintiffs' attorneys' fees and costs will be paid and the costs associated with administration of class notice and claims will also be paid. Settlement Class Members shall receive compensation from the Net Proceeds of the Settlement Fund based upon claims they submit and within the process to be negotiated by the Parties and approved by this Court.

ARTICLE III- COURT APPROVAL OF SETTLEMENT

3.1 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) immediately staying the Action, other than proceedings related to this Settlement; and (c) issuing an injunction against any actions by Class Members to pursue claims released under this Settlement Agreement, pending final approval of the Settlement Agreement.

3.2 Notice Plan and Settlement Notice. After preliminary approval of the Settlement, the Parties will work cooperatively to negotiate a notice plan and proper Settlement notices for the Settlement Class, which will be subject to this Court's approval.

3.3 Motion for Final Settlement Approval. The Parties will also work cooperatively to negotiate a proper Final Approval Order and process for moving for final approval of the Settlement.

3.4 Settlement Administration. The Parties will also work cooperatively to negotiate a procedure for the filing of claims against the Settlement Fund and possible review of claims by a Special Master, which will be subject to the Court's approval.

3.5 Fees and Costs and Incentive Award Applications. Plaintiffs' counsel shall submit all fees and costs applications with the motion for Final Settlement Approval, which must represent less than 40% of the Consideration provided within this

Agreement. Further, the Incentive Award Application must conform with Oklahoma law and be fair and reasonable.

ARTICLE IV- RELEASES UPON EFFECTIVE DATE

4.1 **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.

4.2 **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.

4.3 **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 Petro Warrior in entering into this Settlement.

ARTICLE V- MISCELLANEOUS

5.1 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 provide proper notice to the class consistent with due process, establish a

fair and adequate claims procedure, and to obtain preliminary and final settlement approval.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Integration. This Settlement Agreement, including the exhibit 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.

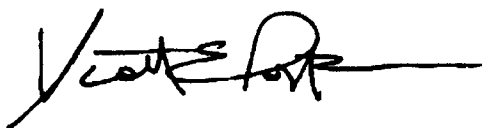
5.9 Jurisdiction. The Court shall retain jurisdiction, after entry of the Final Approval Order, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

5.10 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.

5.11 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.

5.12 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 30th day of August, 2021.



Scott Poynter
Class Counsel

Trevor Henson
Counsel for Petro Warrior

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Scott Poynter

Class Counsel



Trevor Henson
Counsel for Petro Warrior