

IN THE DISTRICT COURT OF PAWNEE COUNTY  
STATE OF OKLAHOMA

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

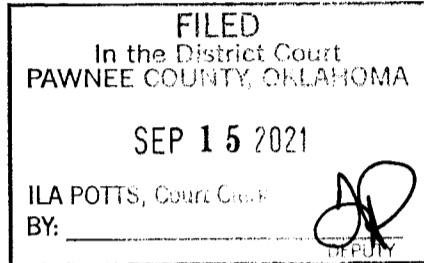
Plaintiff,

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



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ORDER

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BEFORE THE COURT is the Plaintiff and Class Representative James Adams and the Settlement Class ("Plaintiffs") unopposed motion for preliminary settlement approval of a class resolution with Defendant 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 the unopposed motion. The Court has reviewed the Settlement Agreement and heard a presentation from counsel for these two parties during a hearing held on September 15, 2020.

The Court having read and considered the Settlement Agreement and the parties to the Settlement Agreement having agreed and consented to the entry of this Order, THE MOTION IS GRANTED AND IT IS HEREBY ORDERED:

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 hereby preliminarily approves the Settlement and all of its terms as fair, reasonable and adequate to the Settlement Class Members, as falling within the range of possible final approval, and as meriting submission to the Settlement Class Members for their consideration.
3. The Settlement Class shall consist of the following:

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.

4. With the exception of such proceedings as are necessary to conduct notice to the Settlement Class of this Settlement, to implement, effectuate and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action as to Petro Warrior and all

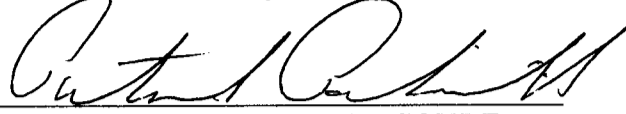
Settlement Class Members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement against Petro Warrior unless the Settlement Class Member files a valid and timely Request for Exclusion.

5. 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 to this Settlement, who shall be restored to their respective positions as of the date of the Settlement Agreement.

6. 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.

7. 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 Petro Warrior 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 Petro Warrior 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 15<sup>th</sup> day of September, 2021



JUDGE OF THE DISTRICT COURT

Agreed as to form.

/s/ Trevor Henson  
For Petro Warrior

/s/ Scott Poynter  
Plaintiffs' Counsel