

IN THE DISTRICT COURT OF LINCOLN COUNTY, OKLAHOMA

JENNIFER COOPER, et al.

Plaintiffs,

vs.

Case No. CJ-2015-24

NEW DOMINION, LLC, et al.

Defendants.

SETTLEMENT AGREEMENT

Between the Plaintiff and Class Representative, the Certified Class,
and Defendant New Dominion, LLC

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 settled, compromised, and dismissed with prejudice as to New Dominion, LLC ("**New Dominion**"), pursuant to the terms and conditions set forth in this Settlement Agreement.

RECITALS

WHEREAS Jennifer Lin Cooper is the named Plaintiff and the Class Representative in the Action ("**Cooper**" or "**Class Representative**") and seeks to recover damages on behalf of herself and all other residents of central Oklahoma similarly

situated that arose 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 Lin Cooper originally brought this suit against Defendants, New Dominion, LLC, Spess Oil Company ("**Spess**"), and John Does 1-25;

WHEREAS New Dominion is a Defendant in the Action and is engaged in certain wastewater disposal operations in Oklahoma;

WHEREAS the Class Representative and the Certified Class (or "**Plaintiffs**"), and New Dominion ("**Parties**") are the only parties to this agreement.

WHEREAS the Plaintiffs allege, generally, that wastewater disposal wells operated by New Dominion contributed to causing earthquakes near Prague, Oklahoma and occurring on November 5, 6, and 8, 2011;

WHEREAS New Dominion disputes and denies all such 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;

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 Certified Class sooner rather than later, this Settlement is fair, reasonable, adequate, and in the best interests of the Certified Class;

WHEREAS New Dominion 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, including causation or contribution to the seismicity underlying the Action;

WHEREAS New Dominion 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 the Parties mediated the claims in the Action on November 17 and 29, 2022, with Bradley A. Gungoll 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 New Dominion, 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, Oklahoma, and having the Case No. CJ-2015-24.

1.2 **"Agreement," "Settlement" or "Settlement Agreement"** means this Settlement Agreement, including the exhibits hereto.

1.3 **"Approved Claim"** means the approved portion (whole or partial) of a claim of an Approved Claimant.

1.4 **"Approved Claimant"** means a Certified Class Member who has submitted a claim under and pursuant to this Settlement that has been approved in whole or in part.

1.5 **"Approved Spess Settlement Claimants"** has the meaning set forth in Section 2.6 of this Agreement.

1.6 **"Certified Class," "Class" or "Certified Class Definition"** means:

All persons who are Oklahoma citizens and owning a business or residential real estate property in Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and Creek counties in Oklahoma (the "Class Area") between November 5th through 8th, 2011, and which suffered earthquake damages to such properties from the earthquakes with epicenters near Prague, Oklahoma and occurring on or about November 5th, 6th, and 8th, of 2011.

Excluded from the Class is New Dominion, its directors, officers, employees, and/or agents, the judge presiding over this action and her immediate family members, any person named as an individual plaintiff in another legal action brought against New Dominion and meeting the Class definition, and any person that timely "opts out" of the Class in accordance with the orders of the Court.

1.7 The “**Certified Class Area**” means Lincoln, Payne, Logan, Oklahoma, Cleveland, Pottawatomie, Seminole, Okfuskee, and Creek counties in Oklahoma.

1.8 “**Certified Class Member**” means a person who is a member of the Certified Class by meeting the Certified Class Definition and that has not properly excluded themselves from the Certified Class.

1.9 “**Claimant**” means any Person who submits a claim for a portion of the Settlement Fund in this Action, excluding Class Counsel, the Settlement Administrator, and the Special Master.

1.10 “**Claim Form**” is the method by which a Claimant submits a claim, as set forth in Section 2.3, et seq.

1.11 “**Class Counsel**” means Scott Poynter of Poynter Law Group. Class Counsel is to be paid out of the Settlement Funds.

1.12 “**Class Notice**” means, collectively, all forms of notice set forth in Section 3.2 of this Agreement and the notice provided to Approved Spess Settlement Claimants as set forth in Section 2.6 of this Agreement.

1.13 “**Class Representative**” or “**Plaintiff**” means Jennifer Lin Cooper.

1.14 “**Court**” means the District Court of Lincoln County, Oklahoma.

1.15 “**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.

1.16 **“Fees and Costs Application”** means that written motion or application by which Class Counsel requests that the Court award attorney’s fees and costs out of the Settlement Fund.

1.17 **“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).

1.18 **“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.

1.19 **“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 New Dominion.

1.20 **"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.

1.21 **"Net Proceeds"** of the Settlement Fund shall be that amount existing after the Settlement Administrator is paid its reasonable costs and fees related to Class 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.

1.22 **"Parties"** means the Plaintiffs, and New Dominion.

1.23 **"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.

1.24 **"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.

1.25 **"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 near Prague, Oklahoma, and specifically including the earthquakes occurring between November 5th and 8th, of 2011, and that are allegedly attributed to New Dominion's oil and gas exploration and production activities, that are or could be alleged to have caused the earthquakes occurring between November 5, 6, and 8, 2011.

1.26 **"Released Parties"** means New Dominion and any and all of its insurers, present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, indemnitees, directors, managing directors, officers, partners, all working interest owners in wells operated by New Dominion, principals, members,

unitholders, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, representatives (including legal representatives), successors in interest, assigns and Persons, firms, trusts, corporations, officers, directors, other individuals or entities in which New Dominion has any interest or which is related to or affiliated with it, or any other representatives of any of these Persons and entities.

1.27 **“Releasing Parties”** means the Class Representative and all Certified Class Members (whether individual, direct, class, derivative, representative, legal, equitable or any other type in any other capacity), excepting Lawrence F. “Woody” Yaklin having filed his exclusion from the Certified Class on August 25, 2021.

1.28 **“Settlement Administrator”** means KCC to be approved by the Court to perform Class Notice and to conduct the administration of claims and distribution of funds. The Settlement Administrator is to be paid out of the Settlement Funds.

1.29 **“Settlement Fund”** has the meaning set forth in Section 2.2 of this Settlement Agreement.

1.30 **“Settlement Website”** means, generally, that website created and managed by KCC as the Settlement Administrator to facilitate the exchange of information about the Settlement with the Certified Class and the public, including (but in no way limited to) Claim Form downloads and submissions.

1.31 **“Spess Settlement”** means the prior class action settlement in this Action with Spess Oil Company, Equal Energy US, Inc., and Fairfield Oil & Gas Corp.

1.32 “**New Dominion**” means Defendant New Dominion, LLC, and each of its predecessors and successors-in-interest and their respective assigns, but is a term used solely for purposes of effecting this settlement.

1.33 “**Counsel for New Dominion**” means Robert Gum and April Coffin of Gum, Puckett, Mackechnie, Coffin & Matula, LLP.

1.34 “**Special Master**” means that person selected by the Parties and approved by the Court to resolve any disputes with Claimants as set forth in sections 2.8 and 2.9 of this Agreement, or to make the initial determination on any claim when requested by any Claimant as set forth in Section 2.7 of this Agreement.

ARTICLE II- SETTLEMENT CONSIDERATION

2.1 Cash Consideration. Solely for purposes of this Settlement, and a full, complete, and final settlement of the Action as to New Dominion, including dismissal of the Action with prejudice as to New Dominion, and the releases below, and subject to the Court’s approval, New Dominion will provide \$5,900,000.00 in cash into the Settlement Fund.

2.2 Settlement Fund. Within seven (7) days of the appointment of KCC as the Settlement Administrator and entry of the Preliminary Approval Order, New Dominion shall deposit a total of \$200,000.00 in the Settlement Fund to be held in an FDIC-insured, interest-bearing escrow account held by the Settlement Administrator and to be used for notification of this Settlement to the Certified Class and to also begin the Settlement and claims administration process. Within twenty-one (21) days of entry of the Final Approval Order, New Dominion shall deposit a total of \$5,700,000.00 in

the Settlement Fund to be held in an FDIC-insured, interest-bearing escrow account held by the Settlement Administrator to be used to: (1) fund cash payments to Certified 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) 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.

2.3 Claim Forms. The Settlement Administrator shall cause the Claim Form substantially in the form of Exhibit G 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 Certified 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 it (a) is submitted to the Settlement Administrator by the later of 150 days of Notice (under Section 3.2) first being made (or another reasonable period established by the Court); (b) contains information sufficient to establish membership in the Certified Class; (c) includes the address of the affected property or properties; (d) provides documents evidencing damages due to the earthquakes at issue, to include but not be 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, email address and telephone number.

2.6 Approved Claimants in the Class Settlement with Spess Oil Company, Equal Energy US, Inc., and Fairfield Oil & Gas Corp. Each approved claimant in the Spess Settlement ("**Approved Spess Settlement Claimant**") shall receive direct notice of this Settlement by both electronic mail and regular U.S. Mail. Such notice shall provide each Approved Spess Settlement Claimant with the claim amount approved in the Spess Settlement and explain that their claim against this Settlement will be automatically filed for them by the Settlement Administrator at the same amount, but should they have additional damage and documentation supporting it they may supplement their claim with such information before the claims deadline for consideration.

2.7 Class Counsel's Representation of Some, But Not All, Members of the Class, and Right of Claimants to Special Master's Determination. Class Counsel represents some, but not all, individual members of the Certified Class. Thus, any Claimant may request via their Claim Form that the Special Master determine the validity of their claim and the amount, if any, that is approved out of that sought on the Claimant's Claim Form.

2.8 Denial of Claims, and Procedure for Disputing Denied Claims. If Class Counsel denies any claim in whole or in part, the Settlement Administrator shall notify each such Claimant of the decision and the reasons for such determination in writing by mail and email to the current addresses provided in the Claim Form. If a Claimant

disputes the denial, the Claimant must serve the Settlement Administrator with their written reasons supporting such dispute (together with any supporting evidence) within fourteen (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 with Class Counsel within fourteen (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 via the Special Master as to the propriety of their claim. Any such motion shall be determined by the Special Master, and the Special Master's determination of the motion shall be final. Any claim determined as proper by the Special Master shall be considered an Approved Claim.

2.9 Objections to Claim Forms, and Procedure for Disputing Objections to Claim Forms. If New Dominion determines 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 Certified Class Member), it 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 New Dominion, or the Parties agree as to the objection raised, 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, the Claimant must serve the

Settlement Administrator with their written reasons supporting their dispute of the objection (together with any supporting evidence) within fourteen (14) days of service of the Settlement Administrator's notification of the objection. The Claimant may use an attorney of their own choosing to attempt a good faith resolution of the dispute with the Parties within fourteen (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 appropriate 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.

2.10 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 a Claimant's evidence is deemed insufficient by either the Settlement Administrator or Class Counsel, and not otherwise resolved, the Claimant may follow the dispute process provided in Section 2.9 above.

2.11 Allocation of Settlement Fund. The Net Proceeds of the Settlement Fund shall be proportionately distributed to Approved Claimants based on their respective Approved Claims (as supported by the submitted evidence and approved by Class Counsel, or for those amounts possibly determined by the Special Master on a motion) as follows:

If the sum total of Approved Claim amounts do not exceed the Net Proceeds of the Settlement Fund, then each Approved Claimant shall receive the amount of their Approved Claim, and the remaining balance of the Net Proceeds shall be proportionately distributed to each Approved Claimant on a pro rata basis using the calculation in the following paragraph. New Dominion shall have no right to any excess monies in the Settlement Fund.

If the sum total of Approved Claim amounts exceeds the Net Proceeds of the Settlement Fund, the Net Proceeds shall be proportionately distributed to the Approved Claimants on a pro rata basis. An Approved Claimant's pro rata share shall be determined by first dividing the Approved Claimant's Approved Claim amount by the sum total of all Approved Claim amounts, then by applying that resulting decimal (percentage) to the Net Proceeds of the Settlement Fund.

2.12 Cash Payments. Within thirty (30) days after the later of (a) the Final Approval Order becoming Final, (b) the deadline for submission of Claim Forms as specified in Section 2.5, or (c) the date that all objections to claims or evidentiary deficiencies are finally resolved, the Settlement Administrator will mail a check to each Class Member with an Approved Claim in the amount of their distribution as determined by Section 2.11 above. Thereafter, the Settlement Administrator shall notify New Dominion and Class Counsel of the claims and amounts paid and rejected.

2.13 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 Settlement Fund. This provision includes 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 that such uncashed amounts shall thereafter be subject to distribution to Approved Claimants on a pro rata basis as provided in Section 2.11.

2.14 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. KCC shall act as the third-party Settlement Administrator to administer the Class Settlement, subject to Court's approval.

3.2 Notice. Within fourteen (14) days after the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall Notice the Class as provided in this Section 3.2. All forms of Notice and publication shall include the information regarding the cash terms of the Settlement, the rights of the members of the Certified Class to file a claim against the Settlement or object to its terms, and the information in Section 2.7 of this Agreement. Further, as previously approved by the Court in approving the Class Notice and Notice Plan on April 26, 2021, the Parties agree to follow the same Court-Approved Notice and Notice Plan for this Settlement as follows:

(a) Direct Mail Notice. All persons identified in records obtained from the Office of Emergency Management ("OEM") pursuant to the Open Records Act

and identifying persons and their properties inspected by OEM shortly after the seismicity at issue occurred and having earthquake damage shall receive direct mail notice from the Settlement Administrator. Additionally, all Approved Spess Settlement Claimants shall also receive direct mail notice consistent with Section 2.6 above. A copy of these planned notices are attached as Exhibits C and D.

(b) **Publication Notice.** The Settlement Administrator will implement a consumer media campaign consisting of newspapers, digital media and a press release. Specifically, KCC will place a quarter page Summary Notice four times in each of the following newspapers: *Oklahoma City Oklahoman*, *Tulsa World*, *Shawnee News Star* and *Tri County Herald*. Together, these newspapers offer an average daily circulation of approximately 108,800. KCC will also purchase approximately 2.25 million impressions to be distributed on desktop and mobile devices via the Google Display Network and social media platform Facebook. The impressions will be geographically targeted to adults in Cleveland, Creek, Lincoln, Logan, Okfuskee, Oklahoma, Payne, Pottawatomie, and Seminole counties. In addition, KCC will cause a press release to be distributed to a variety of press outlets throughout the state of Oklahoma. The consumer media campaign is expected to reach approximately 70% of likely Class Members. A copy of the Legal Notice to be published in the newspapers is provided as Exhibit E, and the digital notices to be placed in the Internet advertising is provided as Exhibit F.

(c) **Press Release.** The Settlement Administrator shall issue a press release (1) directing Certified Class members to the Settlement Website for the

complete Internet Notice and a Claim Form; (2) summarizing the allegations in the Action and the Settlement; and (3) providing the Certified Class Members' right to object to the Settlement. The Press Release shall also provide the deadlines for the filing of any objection to the Settlement, 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 Certified 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. Exhibit G.

(d) Press Coverage. The Parties anticipate media coverage of this Settlement, and Class Counsel and New Dominion's Counsel are permitted to discuss the Settlement with reporters to explain the terms of the Settlement and the Certified Class Members' rights under the Settlement's provisions; however, in all such discussions it shall be noted that this Settlement is to settle disputed claims and is in no way an admission of guilt or liability, and the Party engaging in the discussion shall not discourage the reporter or media outlet from publishing the same.

3.3 Request for Exclusion, and Necessity of Full Class Participation. Certified Class Members have previously received Court-approved notice of the Court's certification of the Certified Class, and only one member of the Certified Class exercised the right to be excluded.

This Agreement was and is made to settle all Released Claims, and is dependent upon the whole of the Certified Class accepting this Settlement and the terms set forth in this Agreement.

3.4 Declaration of Compliance. The Settlement Administrator shall prepare a declaration attesting to compliance with the Class Notice requirements set forth in this Agreement. Such declaration shall be provided to Class Counsel, who shall file it with the Motion for Final Settlement Approval, and provide the same to New Dominion's Counsel.

3.5 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 that best efforts have been undertaken to comport with and satisfy the requirements of the Oklahoma Rules of Civil Procedure, Oklahoma common law and statutes, the Oklahoma Constitution, the United States Constitution, and any other applicable law.

3.6 Inquiries. The Settlement Administrator will establish a toll-free telephone number for Certified 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.

3.7 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.

3.8 No Liability. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever to the Certified Class

Members for the Settlement Administrator's conduct, omissions, or actions, including but not limited to the provision of Class 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 40% of the Settlement Fund, and reasonable litigation expenses not to exceed \$200,000.00, subject to the Court's approval in accordance with Oklahoma law.

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 receipt of the Settlement Fund, as provided in Section 2.2 above, and 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 difference between the reversal or modification and the previously approved Fees and Costs Award and Incentive Award to the Settlement Fund within seven (7) days of the entry of any such 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- COURT APPROVAL OF SETTLEMENT

5.1 Motion for Preliminary Settlement Approval. As soon as practicable after execution of this Settlement Agreement, but no later than 10 days thereafter, 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 Class Notice; (c) approving KCC as the Settlement Administrator; (d) 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 Certified Class Members to pursue claims released under this Settlement Agreement, pending final approval of the Settlement Agreement.

5.2 Objections. Any Class Member 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 postmarked within 30 days of the provision of Class Notice. 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 Certified 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 Class Notice. Any Class Member who fails to file a timely written objection that meets the requirements of this Section 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.

5.3 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.

5.4 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.

5.5 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 VI – TERMINATION

6.1 Termination Due to Court Action. The Class Representative and New Dominion 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.

6.2 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; (iv) all money deposited into the Settlement Fund, excepting half of the amounts actually paid for Class Notice and administration costs incurred, shall be returned to New Dominion's insurer 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, except as provided in this paragraph, the Parties shall not seek to recover from one another any attorney fees, costs or other expenses incurred in connection with this Settlement.

ARTICLE VII – RELEASES UPON EFFECTIVE DATE

7.1 Binding and Exclusive Nature of Settlement Agreement. On the Effective Date, the Parties and each and every Certified 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 Certified Class Members against the Released Parties with respect to the Released Claims.

7.2 Releases. On the Effective Date, the Certified 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.

7.3 Waiver of Unknown Claims. On the Effective Date, the Certified 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 Certified 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 Certified 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 Certified 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 Certified 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 New Dominion in entering this Settlement.

7.4 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 VIII – MISCELLANEOUS

8.1 No Admission of Liability. Neither the acceptance by New Dominion 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. New Dominion specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action.

8.2 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 New Dominion 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 this Settlement Agreement. The parties have entered into this Settlement Agreement solely for the purposes of settling the claims in this Action and any Orders (or rulings) by the Court in this Action (including those relating to this Settlement) may not be used or construed against New Dominion 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 Certified Class Members who have not opted out and prohibits any Certified Class Member from pursuing any Released Claim outside of this Action. Nothing herein shall prohibit New Dominion 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 Agreement, including establishing that a claim by a party (plaintiff) in a different lawsuit or action was released by that party's being a Certified Class Member in this Action and/or is subject to res judicata and/or collateral estoppel.

8.3 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.

8.4 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.

8.5 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.

8.6 Survival. This Settlement Agreement and all terms herein shall survive the execution and delivery of the same.

8.7 Severability. Should any part of this Settlement Agreement be deemed void or unenforceable, such provision(s) shall be severed and the remaining terms deemed a valid and enforceable agreement, subject to Article VI of this Agreement.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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 Certified Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

8.14 No Collateral Attack. This Settlement Agreement shall not be subject to collateral attack by any Certified 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 Certified Class Member's claim was improperly denied and/or that a Certified Class Member failed to receive timely notice of the Settlement Agreement.

8.15 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.

8.16 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 this Settlement, and fully understand its legal effect.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the 17th day of May, 2023.



Scott Poynter, Esq.
Class Counsel



Robert Gum, Esq.
Counsel for the New Dominion