

A MESSAGE FROM MINERALS COUNCILWOMAN STEPHANIE ERWIN

December 15, 2016

I received this letter (see below) from G. Drummond on Friday, December 9, 2016. Also included is a list of earthquakes from November 12 through December 12, 2016.

On this list you will find **NO Osage County earthquakes.** Participation in this lawsuit could possibly start a domino shut down on our wells in the Osage. Any payment from this litigation where the money comes from Osage County will directly or indirectly come at the expense of the Osage Minerals Estate. Participation with this lawsuit could be the proverbial “cut off your nose to spite your face.”

This is Councilwoman Stephanie Erwin’s opinion and yet to be discussed in the Osage Minerals Council meeting. She feels you need to be kept informed. The Minerals Council will update as events happen.



ADVERTISEMENT

If you have already retained an attorney for this matter, please disregard this letter.

Dear Oklahoma Real Property Owner:

According to Oklahoma public records, your property may have been affected by an earthquake. Recently, your area has experienced a dramatic increase in earthquake activity. The State of Oklahoma asked scientists from Stanford University to determine the cause of this increase. Those scientists determined that Oklahoma has experienced the nation's most significant increase in seismic activity, and concluded that these earthquakes (a 200-fold increase from 2009 to 2014) are directly related to a 5 to 10 fold increase in saltwater disposal into injection wells. The saltwater is coproduced with oil and is then disposed of by injecting it deep underground.

Our law firms now represent real property owners in your area to recover their earthquake-related losses. These losses include, but are not limited to, property damages, property value diminution, quality of life losses, remedial earthquake protection for improvements on real property, earthquake-related personal injuries, and the cost of obtaining earthquake insurance.

We are interested in investigating and/or representing individual landowners in your area on a contingent fee basis. This means that if you choose to have us represent you, there are no attorney's fees, court costs, or expenses from us unless you recover. There are no upfront out of pocket expenses should you decide to retain our firms. If you choose to have us represent you, and after an evaluation of your circumstances we determine you have a valid claim, we will file a case on your behalf.

We understand that some lawyers have been seeking to find clients to pursue a class action for land owners. **We have a different legal approach, and are not affiliated with those lawyers in any way.** As opposed to only prosecuting a class action, we desire to represent your interests directly. **We have included an attorney client agreement for your review and signature.** We believe that Oklahoma real property owners in your area may have a valid claim. Of course, we will investigate your particular circumstances before filing a claim, but by simply reviewing and executing the enclosed agreement, we can begin that process.

In addition to seeking to represent you, one of our purposes in reaching out to you is also to investigate the entire situation on behalf of our current clients. Even if you do not wish to have us represent you (or don't presently know), we would appreciate hearing from you. If you do wish for us to represent you, please return the enclosed agreement filled out and signed by you in the enclosed pre-paid envelope. If you have any questions, or would like to discuss this matter before returning the agreement, please contact us at (918) 514-3210 and ask for Lee Leshar.

Allen Stewart, P.C.
325 North St. Paul Street #4000
Dallas, TX 75201

Drummond Law, PLLC
1500 S Utica Ave #400
Tulsa, OK 74104

Phillips & Paolicelli, LLP
747 Third Avenue, 6th floor
New York, NY 10017

OKLAHOMA EARTHQUAKE ATTORNEY-CLIENT FEE AGREEMENT

Scope: Client authorizes Drummond Law, PLLC, located in Tulsa, OK, Allen Stewart, P.C., located in Dallas, TX and Phillips & Paolicelli, LLP, located in New York, NY, Shelly A. Sanford, PLLC, located in Houston, TX, and Melissa Stewart, Esq. located in New York, NY hereinafter ("Firms") and their agents to legally represent Client and all Client's real property interests located in Pawnee, Osage and/or Payne County, Oklahoma for all damages related to trespass, nuisance, negligence, gross negligence, and ultra-hazardous activity claims, if any, directly related to Oklahoma Earthquakes, with a magnitude of 3.0 or greater, that have occurred or will occur on or after June 15, 2015, upon the Firms' acceptance of such representation after adequate investigation. The Firms will accept such representation upon the Firms' signature of this Agreement, after the Agreement has been duly completed and signed by Client. Client agrees that the representation is limited to the pursuit of the claims listed above against the entities the Firms determine, in their sole discretion, are primarily responsible for substantially contributing to cause the man-made Oklahoma Earthquakes experienced by Client and/or Client's real properties in Pawnee, Osage and/or Payne County or any other county in Oklahoma directly affected by such earthquakes.

Assignment and Authorization: Client hereby assigns to the Firms an undivided 40% contingent fee interest in whatever monies are collected on behalf of Client whether through settlements and/or judgments or any other means. In the event an appeal is taken, client hereby assigns to the Firms an undivided 45% contingent fee interest in whatever monies are collected on behalf of Client after the filing of an appeal. In the event statutory attorney's fees are recovered in this case, the Firms may elect to receive the greater amount of the contingent fee interest or the statutory attorney's fees, but Firms will not be entitled to both. The Firms will divide the fees they receive amongst themselves according to a separate agreement between them in the following manner: Drummond Law, PLLC (28.083%), Allen Stewart, P.C. (28.083%); Phillips & Paolicelli, LLP (28.083%); Shelley A. Sanford, PLLC (8.750%); and, Melissa Stewart, Esq. (7.000%). Client authorizes Firms to negotiate all monetary terms on behalf of Client and Client agrees Client will not undertake to negotiate any resolutions of Client's case or damages. Client authorizes Firms to accept

any reasonable settlement offers conveyed by any entities the Firms determine in their sole discretion are primarily responsible for substantially contributing to cause man-made Oklahoma earthquakes experienced by Client and/or Client's real properties in Pawnee, Osage and/or Payne County or any other county in Oklahoma directly affected by such earthquakes. Firms agree to convey to Client any settlement offers received by such entities and to provide Client with a reasoned recommendation to either accept, reject or counter any such offers received. Client agrees to reasonably consider the Firms' recommendations. In the event that Firms do not obtain any monetary recovery on behalf of Client or Client's real properties, Client will owe no attorney's fees to Firms.

Costs and Related Expenses: Firms will advance case costs such as, but not limited to, filing fees, expert fees, deposition and transcript fees, travel expenses, copying expenses, mediation fees, arbitration fees, special master fees, probate fees and long distance telephone expenses. If Firms collect monies from responsible entities on behalf of Client, then Client must repay the case costs advanced by the Firms from Client's portion of the monies collected. In cases involving property damage claims, the non-prevailing party may be responsible for the prevailing party's reasonable attorney's fees and case costs that are directly related to the Client's case. Firms will not be responsible for paying any Defendant attorneys' fees or related costs in the event that Client does not prevail against any Defendant and a court enters an enforceable order requiring such fees and costs to be paid. In the event this occurs, Client will be responsible for these Defendant attorneys' fees and costs.

Client Responsibilities: Client is required to fully cooperate with Firms in investigating the matter and in gathering the case evidence. This means that Client will timely respond to Firm inquiries and work with Firms responding to written discovery, and in preparing for depositions, motions, hearings and trial. Firms agree to provide Client with reasonable notice of when Firms need information and materials from Client and providing Client with due dates for requests and scheduled dates for depositions, hearings and trials, when and if the Client is required to attend. Client also agrees to keep Firms apprised

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of Client's ongoing damages and update the Firms with Client's contact information in the event it changes.

No Guarantees: The Firms make no guarantees, representations, or warranties as to the results to be obtained for Client. Firms will use their best reasonable efforts to obtain a reasonable monetary recovery for Client based on the underlying facts and circumstances of Client's case.

Termination of the Agreement: Both Client and Firms have the right to terminate this Agreement after it becomes effective for any reason. In the event that Client terminates the Agreement, Firms will retain their undivided 40% contingent fee interest, or 45% contingent fee interest if an appeal is filed, in whatever monies Client and/or Client's properties and/or Client's and Client's properties representatives ultimately collect from any potentially culpable entity related to the Oklahoma earthquakes. In the event that Firms exercise their right to terminate the Agreement for any reason, Firms will release their undivided 40% contingent fee interest, or 45% contingent fee interest if an appeal is filed, in Client and/or Client's properties cases. Client agrees that if either Client or Firms terminate the Agreement, Client shall only be entitled to the contents of Client's specific case file and shall not be entitled to any expert materials or expert opinions or attorney work product that the Firms have developed or acquired in any Oklahoma Earthquake or other litigation.

Communication with Client: Client understands and agrees that Firms will use email as the primary method of communication between Firms and Client and that all communications between Client and Firms is confidential and should not be disclosed at any time to anyone for any reason, without first contacting the Firms to discuss any potential disclosure of any such information. This paragraph is not meant to discourage Client from contacting Firms via any other method or manner, including telephone calls.

Client Contact Information (please neatly print in ink)

Name: _____

Property Address: _____

Home Phone: _____

Cell Phone: _____

Primary Email: _____

Secondary Email _____

Approximate Property Size (in acres) _____

Approximate Home Size (in square feet) _____

Client Signature: _____

Agreement Accepted on Behalf of Firms

Signature: _____

By: _____

OKLAHOMA
(Osage, Payne, Pawnee Counties)
LATEST EARTHQUAKE INFORMATION
MAG 2.5 OR LARGER
November 12 – December 12, 2016

Dec 06 at 5:03 pm
Magnitude 2.6 - 10km ESE of Pawnee, Oklahoma

Dec 06 at 9:41 am
Magnitude 3.5 - 0km N of Yale, Oklahoma

Dec 05 at 5:15 am
Magnitude 2.7 - 14km E of Pawnee, Oklahoma

Dec 05 at 2:58 am
Magnitude 3.6 - 5km N of Cushing, Oklahoma

Dec 04 at 11:12 pm
Magnitude 2.8 - 13km ESE of Pawnee, Oklahoma

Dec 04 at 9:22 pm
Magnitude 3.9 - 14km E of Pawnee, Oklahoma

Dec 03 at 12:28 am
Magnitude 2.7 - 15km NNE of Stillwater, Oklahoma

Dec 02 at 12:05 pm
Magnitude 2.0 - 9km ENE of Stillwater, Oklahoma

Nov 30 at 6:05 pm
Magnitude 2.7 - 2km WNW of Cushing, Oklahoma

Nov 26 at 11:12 pm
Magnitude 2.1 - 1km WNW of Stillwater, Oklahoma

Nov 25 at 3:49 am
Magnitude 2.6 - 1km NNW of Cushing, Oklahoma

Nov 24 at 10:34 am
Magnitude 3.3 - 3km W of Cushing, Oklahoma

Nov 24 at 2:18 am
Magnitude 3.3 - 13km NNE of Stillwater, Oklahoma

Nov 23 at 5:55 pm
Magnitude 2.5 - 2km W of Cushing, Oklahoma

Nov 22 at 3:55 am
Magnitude 4.0 - 1km N of Cushing, Oklahoma

Nov 22 at 3:54 am
Magnitude 3.3 - 2km NE of Cushing, Oklahoma

Nov 20 at 10:58 pm
Magnitude 2.2 - 21km N of Stillwater, Oklahoma

Nov 18 at 9:38 am
Magnitude 2.6 - 10km ESE of Pawnee, Oklahoma

Nov 18 at 7:13 am
Magnitude 2.8 - 5km NNE of Cushing, Oklahoma

Nov 15 at 10:24 am
Magnitude 2.7 - 3km NNE of Cushing, Oklahoma

Nov 15 at 6:04 am
Magnitude 3.0 - 11km ESE of Pawnee, Oklahoma

Nov 14 at 8:01 pm
Magnitude 2.5 - 12km ESE of Pawnee, Oklahoma

Nov 14 at 8:47 am
Magnitude 2.9 - 12km ESE of Pawnee, Oklahoma

Nov 14 at 8:41 am
Magnitude 3.3 - 12km ESE of Pawnee, Oklahoma

Nov 12 at 10:39 am
Magnitude 2.6 - 3km W of Cushing, Oklahoma