

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

HENRY SEELIGSON, JOHN M.	§	
SEELIGSON, SUZANNE	§	
SEELIGSON NASH, and SHERRI	§	
PILCHER, Individually And On Behalf	§	
Of All Others Similarly Situated,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No. 3:16-CV-00082-K
	§	
DEVON ENERGY PRODUCTION	§	
COMPANY, L.P.,	§	
	§	
Defendant.	§	

**JUDGMENT**  
**APPROVING CLASS ACTION SETTLEMENT & PLAN OF ALLOCATION**

Before the Court is Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plan of Allocation (Doc. No. 253). Defendant Devon Energy Production Company, L.P. (“DEPCO”) and Plaintiffs Henry Seeligson, John M. Seeligson, Suzanne Seeligson Nash, and Sherri Pilcher, (the “Named Plaintiffs”), and the Certified Class (collectively, “Plaintiffs”) reached a Class settlement (the “Settlement”).

The Class definition moved for and approved by the Court in the February 11, 2020 Memorandum Opinion and Order, includes:

All persons or entities who, between January 1, 2008 and February 28, 2014, (i) are or were royalty owners in Texas wells producing natural gas that was processed through the Bridgeport Plant by DGS;

(ii) received royalties from DEPCO on such gas; (iii) had oil and gas leases that were on one of the following forms: Producers 88-198(R) Texas Paid-Up (2/93); MEC 198 (Rev. 5/77); Producers 88 (Rev. 10-70 PAS) 310; Producers 88 Revised 1-53—(With Pooling Provision); Producers 88 (2-53) With 640 Acres Pooling Provision; Producers 88 (3-54) With 640 Acres Pooling Provision; Producers 88 (4-76) Revised Paid Up with 640 Acres Pooling Provision; Producers 88 (7-69) With 640 Acres Pooling Provision; and Producers 88 (Rev. 3-42) With 40 Acres Pooling Provision (the “Class Lease Forms”); and (iv) had one or more of the oil and gas leases listed on the “Class Lease List.”

Excluded from the Class are: (1) overriding royalty interest owners who derive their interest through the oil and gas lease; (2) all governmental entities, including federal, state, and local governments and their respective agencies, departments, or instrumentalities; (3) the States and territories of the United States or any foreign citizens, states, territories, or entities; (4) the United States of America; (5) publicly traded entities and their respective parents, affiliates, and related entities; (6) owners of any interests and/or leases located on or within any federally created units; (7) owners of any non-operating working interest for which DEPCO or its agents or representatives, as operator, disburses royalty; (8) DEPCO and any entity in which DEPCO has a controlling interest, and their officers, directors, legal representatives and assigns; and (9) members of the judiciary and their staff to whom this Action is assigned.

The “Class Lease List” is attached hereto as Exhibit I pursuant to the Settlement Agreement.

The Parties submitted the Settlement Agreement together with Plaintiffs’ Unopposed Motion for Preliminary Approval of the proposed settlement to the Court. The Court gave its preliminary approval of the Settlement on January 14, 2021 (the “Preliminary Approval Order”) (Doc. No. 247) and directed the Parties to provide notice to the Class of the proposed Settlement and the Fairness Hearing by regular mail and via the internet.

The Court-appointed Settlement Administrator, Heffler Claims Group (now Kroll Settlement Administration (“Kroll”)), effectuated notice to the Class in accordance with the Preliminary Approval Order and also pursuant to the notice requirements set forth in 28 U.S.C. § 1715.

Plaintiffs submitted their Motion for Final Approval of Class Settlement, Award of Attorneys’ Fees and Expenses, and Approval of Service Awards on April 27, 2021.

On June 15, 2021, the Court conducted a Fairness Hearing to determine whether the proposed Settlement is fair, reasonable, and adequate, whether the Settlement should be granted final approval by this Court, whether Class Counsel’s request for attorneys’ fees in the amount of \$9,333,332, which is equal to one-third of the Settlement Fund, and reimbursement of expenses in the amount of \$614,210.75 should be awarded; and whether the request for a Service Award in the aggregate amount of \$80,000 to be allocated equally among the Named Plaintiffs, should be approved. The Parties appeared at the Fairness Hearing.

After considering the applicable law, reviewing the pleadings and evidence filed in support of final approval of the Settlement as well as Plaintiffs’ requested award for attorneys’ fees, reimbursement of expenses, and Service Awards and supporting documentation, and hearing the attorneys for the Parties,

**IT IS ON THIS 15<sup>th</sup> day of June, 2021, ORDERED and ADJUDGED**

**that the Court finds and orders as follows:**

1. All terms herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this Litigation and over the Parties to this Litigation, including all Class Members.

3. The Court confirms its previous preliminary findings in the Preliminary Approval Order.

4. Notice of the Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, by mailing such Notice by first-class mail. Kroll also placed the Notice on its website, [www.Seeligsonsettlement.com](http://www.Seeligsonsettlement.com). Thus, notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

5. In accordance with the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, the Settlement Administrator caused to be mailed a copy of the proposed class action settlement and all other documents required by law to the Attorney General of the United States and the Attorneys General in each of the jurisdictions where class members reside. None of the Attorneys General filed objections to the Settlement.

6. The Settlement was a result of arm's-length negotiation by experienced counsel with an understanding of the strengths and weaknesses of

their respective cases. Among the factors that they considered are those set forth in the Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. The Parties have agreed to the Settlement without any admission of wrongdoing by Defendant, which has been denied, and to avoid further expense, uncertainty, and inconvenience. As part of this Litigation, Class Counsel has conducted a detailed investigation of the facts and analyzed the relevant legal issues. Although the Named Plaintiffs and Class Counsel believe that the claims asserted in the Amended Complaint have merit, they also have examined the benefits to be obtained under the Settlement compared to the costs, risks, and delays associated with the continued litigation of these claims.

7. The Settlement is fair, reasonable, and adequate, and serves the best interests of the Class, in light of all the relevant factors including the benefits afforded to the Class, the complexity, expense, uncertainty and duration of the litigation, and the risks involved in establishing liability and damages through trial and appeal.

8. The Plan of Allocation provides a fair and reasonable basis upon which to allocate the net proceeds of the Settlement among Class Members with due consideration having been given to administrative convenience and necessity. The Court hereby finds and concludes that the Plan of Allocation is, in all respects, fair and reasonable to the Class. Accordingly, the Court hereby approves the Plan of Allocation proposed by the Named Plaintiffs and Class Counsel.

9. The Parties and Class Members have submitted to the exclusive jurisdiction of this Court for any suit, action, proceedings, or dispute arising out of this Settlement.

10. It is in the best interests of the Parties and the Class Members, and consistent with the principles of judicial economy, that any dispute between any Class Members (including any dispute as to whether any person is a Class Member) and any Released Party which in any way relates to the applicability or scope of the Settlement Agreement or this Final Order and Judgment should be presented exclusively to this Court for resolution.

11. The Settlement Agreement submitted by the Parties is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate, and in the best interests of the Class. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms.

12. The Parties and each person within the definition of the Class are hereby bound by the terms and conditions of the Settlement Agreement, except for those who have duly and timely excluded themselves. Attached to this Final Order and Judgment as Exhibit 2 is a list of names of each Class Member who has filed a timely and proper request for exclusion from the Class under the procedures set forth in the Settlement Agreement.

13. The Litigation is hereby dismissed with prejudice and without costs.

This Judgment has been entered without any admission by any Party as to the merits of any allegation in this Litigation and shall not constitute a finding of either fact or law as to the merits of any claim or defense asserted in the Litigation.

14. The Released Claims of the Parties, including all claims arising out of this Litigation and the facts or circumstances that were or could have been alleged in this Litigation as described in the Settlement, are hereby fully, finally and forever released, discharged, compromised, settled, relinquished, and dismissed with prejudice against all of the Released Parties.

15. Members of the Class and their successors and assigns are hereby permanently barred and enjoined from asserting, commencing, prosecuting, or continuing to prosecute, either directly or indirectly, in any manner, any Released Claim against any one of the Released Parties in any forum, with the exception of any Class Members who have duly and timely excluded themselves.

16. The Settlement Agreement, Settlement-related documents, and/or the Court's approval thereof, do not constitute, and is not to be used or construed as, any admission by Defendant or by any Released Party of any allegations, claims, or alleged wrongdoing.

17. The Court approves an award of \$80,000 in the aggregate to be allocated equally among the Named Plaintiffs: Henry Seeligson, John M. Seeligson, Suzanne Seeligson Nash, and Sherri Pilcher, as a reasonable payment for their efforts, expenses, and risk as Named Plaintiffs in bringing this action, which shall

be paid from the Settlement Fund as provided in the Settlement Agreement.

18. Without affecting the finality of this judgment, the Court's retained jurisdiction of this Settlement also includes the administration and consummation of the Settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction of, and the Parties and all Class members are hereby deemed to have submitted to the exclusive jurisdiction of this Court for, any suit, action, proceeding, or dispute arising out of or relating to this Final Order and Judgment, the Settlement Agreement, or the Applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding by a Class member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising out of or relating to this Order. Solely for purposes of such suit, actions, or proceeding, to the fullest extent possible under applicable law, the Parties hereto and all persons within the definition of the Class are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense, or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

19. The Court finds that the Class members were given a full and fair

opportunity to object to the Settlement, to exclude themselves from the Class, and/or to appear at the final fairness hearing pursuant to the requirements set forth in the Settlement Agreement and Preliminary Approval Order.

20. The Court finds that no just reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed to enter final judgment.

**SO ORDERED.**

Signed June 16<sup>th</sup>, 2021

  
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ED KINKEADE  
UNITED STATES DISTRICT JUDGE