

**IN THE CIRCUIT COURT  
FOR THE FIFTH JUDICIAL CIRCUIT OF ILLINOIS  
CLARK COUNTY, MARSHALL, ILLINOIS**

**ASHLEY ENERGY, INC. and )  
ASHLEY OIL, INC., individually and on )  
behalf of all others similarly situated, )**

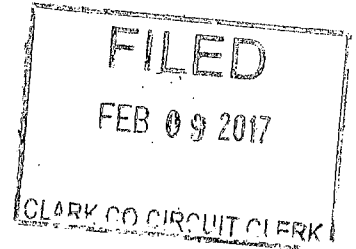
**Plaintiffs, )**

**vs. )**

**L & J PRODUCERS, INC. and )  
TERRY W. MONTGOMERY, )**

**Defendants. )**

**No. 09-MR-7**



**ORDER PRELIMINARILY APPROVING SETTLEMENT AGREEMENT AND  
APPROVING NOTICE TO CLASS MEMBERS  
("PRELIMINARY APPROVAL ORDER")**

Upon Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement Agreement and the Court having read and considered the motion, all supporting papers, the Settlement Agreement and Release ("Settlement Agreement")<sup>1</sup> and the statements of counsel, it is ORDERED that:

1. The Court preliminarily approves the Settlement Agreement subject to the Final Approval Hearing for the purposes of deciding whether to grant Final Approval to the Settlement.
2. The Court appoints the following attorneys to act as Class Counsel for the Settlement Classes: Jon D. Robinson and Shane M. Mendenhall of Bolen Robinson & Ellis, LLP.
3. The Court appoints Plaintiffs as representatives of the Settlement Classes.

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<sup>1</sup> All capitalized terms, unless otherwise defined herein, have the same meaning as stated in the Settlement Agreement and Release. To the extent there is any conflict between the definitions of those terms, the definitions in the Settlement Agreement will control.

4. The Court finds that the Settlement Agreement and the proposed Settlement contained therein are preliminarily APPROVED as fair, reasonable, just and adequate and warrants providing notice to the Settlement Classes. The Settlement Agreement is ADOPTED and made a part of this Order as fully set forth herein. This determination permits notice to the Settlement Classes, is not a final finding, but is a determination that there is cause to submit the proposed Settlement Agreement to the Settlement Classes and to hold a Final Approval Hearing to consider the fairness, reasonableness and adequacy of the proposed Settlement.

5. The Court appoints Mary Hudson as the Claims Administrator.

6. Notice shall be mailed to the Settlement Classes within three (3) days from the entry of this Order, in a form substantially the same as the Mailed Notice form appended to the Settlement Agreement as Exhibit B in substantially the same manner specified in the Settlement Agreement. Notice shall also be published once each week for three (3) consecutive weeks in the Casey Westfield Reporter in a form substantially the same as the Newspaper Notice form appended to the Settlement Agreement as Exhibit C.

7. The Court finds that the manner and content of Class Notice and Claim Form (a) are reasonable and constitute due, adequate and sufficient notice to all Persons entitled to receive notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meet all applicable requirements of applicable law. The proposed Notice Program contained in the Settlement Agreement is APPROVED and DEEMED to be adequate to protect the due process rights of the Settlement Class Members.

8. Any member of the Settlement Classes who wishes to be excluded from the Settlement Classes shall submit an appropriate, timely request for exclusion, in accordance with

the terms set forth in the Settlement Agreement, postmarked no later than 45 days after the Notice Date, or as the Court may otherwise direct, to Class Counsel at the address on the Mailed Notice.

9. Any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Classes (i.e., becomes an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if the Settlement Class Member has previously initiated, or subsequently initiates, individual litigation or other proceedings encompassed by the Release.

10. Any Settlement Class Members who is not an Opt Out may object to the fairness, reasonableness or adequacy of the Settlement Agreement, proposed Settlement or to the Attorneys' Fees and Expenses. Such objection must be filed with the Court and served on Class Counsel no later than 45 days after the Notice Date, or as the Court may otherwise direct, and must (a) state the name, address and telephone number of the person objection, (b) contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered in support of the objection and (c) contain a statement regarding whether he or she intends to appear at the Final Approval Hearing, either with or without counsel. If the Settlement Class Member who objects to the Settlement is represented by counsel, the objection shall also be signed by their attorney. A Settlement Class Member who does not state an objection to the Settlement or Settlement Agreement in the manner provided therein shall be deemed to have waived the right to any objection to the Settlement, or any provision of the Settlement Agreement, by appearance, appeal, collateral attack, or otherwise.

11. An attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement Agreement or the Attorneys' Fees and Expenses will be compensated at that

individual Settlement Class Member's individual expense, and Defendants shall bear no responsibility for such expenses, fees and costs. If an objector's attorney wishes appear at the Final Approval Hearing, he or she must provide, by regular mail to Class Counsel, Defense Counsel and the Clerk of the Court a Notice of Intention to Appear no later than 45 days after the Notice Date, or as the Court may otherwise direct.

12. A Settlement Class Member who files and serves a written objection and who personally intends to make an appearance at the Final Approval Hearing must provide by mail to Class Counsel, Defense Counsel and the Clerk of the Court a Notice of Intention to Appear no later than 45 days after the Notice Date, or as the Court may otherwise direct.

13. Class Counsel shall file their application for Attorneys' Fees and Expenses in accordance with the terms set forth in the Settlement Agreement.

14. Class Counsel shall provide the Opt Out List to Defense Counsel no later than 14 days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall jointly report the names appearing on the Opt Out List to the Court at the time of the Final Approval Hearing.

15. A Final Approval Hearing shall be held at 9:30 a.m. on April 20, 2017, to consider and finally determine:

- a. Whether the Settlement should be finally approved by the Court as fair, reasonable and adequate;
- b. Whether to grant Final Approval of the Settlement;
- c. Whether Attorneys' Fees and Expenses should be awarded to Class Counsel as contemplated by the Settlement Agreement; and
- d. Whether Final Order and Judgment should be entered.

15. Defendants shall be ordered to pay in to the Settlement Class Fund the total sum of \$300,000.00 within seven (7) days of the Final Order and Judgment being entered by the Court.

16. A senior partner of Bolen Robinson & Ellis, LLP shall counter-sign all checks issued by the Claims Administrator.

17. The Court reserves the right to adjourn or continue the Final Approval Hearing, or any further adjournment or continuance thereof, without further notice other than announcement at the Final Approval Hearing or at the adjournment or continuance thereof, and to approve the settlement with modifications, if any, consented to by Class Counsel and Defense Counsel without further notice.

18. Papers in support of the Final Approval of the Settlement and application of Class Counsel for an award of fees and expenses, and all responses to class members' objections, shall be filed with the Court at least 14 days prior to the date set for the Final Approval Hearing. After the Final Approval Hearing, and if the Settlement Agreement is finally approved, the Court shall enter a Final Order and Judgment.

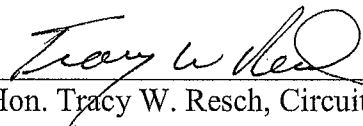
19. If the Settlement Agreement is not given Final Approval by the Court, then the Settlement Agreement, all drafts, negotiations, discussions and documentation relating thereto, and all orders entered by the Court in connection therewith, shall be null and void and shall be of no further force and effect, and shall not be used or referred to for any purpose in this Litigation or in any other proceeding. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be deemed withdrawn and shall be without prejudice to the rights of any and all parties thereto, who shall be restored to their respective positions as of the day prior to the execution of the Settlement Agreement.

20. All discovery and other pre-trial proceedings in this action are stayed and suspended, pending the Final Approval Hearing, except such actions as may be necessary to implement the Settlement Agreement and this Order.

21. Pending the hearing final approval of the Settlement Agreement, the Court enjoins Plaintiff and all Settlement Class Members, who have not opted out, from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; (b) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect Opt Outs of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

DONE and ORDERED this 9<sup>th</sup> day of February, 2017.

By the Court:

  
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Hon. Tracy W. Resch, Circuit Judge