

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
ABINGDON DIVISION

CLERK'S OFFICE U.S. DISTRICT COURT
AT ABINGDON, VA
FILED

JUL 26 2019

JULIA C. DUDLEY, CLERK

BY: 
DEPUTY CLERK

TAMYRA HUFFMAN, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

EQT PRODUCTION COMPANY,

Defendant.

Case No. 1:10-cv-00041

FINAL JUDGMENT AND ORDER OF DISMISSAL

THIS MATTER comes before the Court upon the unopposed "Motion for Final Approval of the Class Settlement" filed by Plaintiff. The Court, being fully advised of the premises of the Motion, FINDS:

1. The original Plaintiffs filed their Complaint on June 28, 2010, alleging claims for the alleged underpayment of royalties based on Defendant's production of gas in the Commonwealth of Virginia. The Complaint includes claims for breach of contract, breach of implied duties, breach of fiduciary duties, and conversion.

2. On September 28, 2011, the Court dismissed Plaintiffs' claims for breach of implied duties and breach of fiduciary duty, and allowed Plaintiffs' claims for breach of contract and conversion to remain in the case. ECF Nos. 60 (Report and Recommendation of January 11, 2011) and 96 (Order accepting Report and Recommendation). Plaintiff pursued the remaining claims of breach of contract and conversion as individual and putative class claims; Plaintiff did not pursue the dismissed claims as either individual or putative class claims.

3. The parties have negotiated a class settlement (“Class Settlement Agreement,” Exhibit 1 to the Motion for Approval of Proposed Manner and Form of Notice to be Disseminated in Connection with Proposed Class Action Settlement (“Preliminary Motion”). Through this Class Settlement Agreement, Defendant will fully and completely satisfy the claims of Class Members relating to the claims of the Contract Class that the Court certified for class treatment – specifically, those relating to the prices on which Defendant based its royalty payments during the Class Period – by paying Class Members a total payment of \$152,500. Attorneys’ fees and costs of Class Counsel will be paid from that amount, as will Administrative Costs. The claims of the Conversion Class (as defined in ECF No. 447) are being voluntarily dismissed without prejudice, and all claims not certified for class treatment, including those related to the deduction of post-production costs and expenses, are not included within the Settlement. By entering into the Class Settlement Agreement, neither Plaintiff nor Defendant make any admissions relating to the claims and defenses raised in this lawsuit.

4. On April 5, 2019, Plaintiff filed a motion seeking initial approval of a Settlement Agreement that resolves the claims of the Settlement Class against Defendant relating to the prices on which Defendant based royalty payments during the Class Period.

5. The Settlement Class, as defined in the parties’ Class Action Settlement Agreement (Ex. 1 at ¶ 1.30) (the “Agreement”) and as reflected in the Amended Appendix to the Agreement identifying members of the Settlement Class, includes the following:

Each person to whom EQT Production Company (“EQT”) has paid since June 8, 2005, or is currently paying royalties under a lease or leases on gas produced by EQT from the Nora Field in Virginia and whose lease or leases do not contain language expressly authorizing the lessee to deduct or expressly precluding the lessee from deducting the cost of gathering, treating, compression, dehydration, processing, and/or transportation when calculating royalty payments, and whose lease or leases are identical “Type A”

leases as categorized by the plaintiff's expert, according to business records maintained by EQT.

Excluded from the Class are: (a) EQT, (b) the federal government, (c) any person who serves as a judge in this civil action and his/her spouse, (d) any person who operates a CBM well in Virginia, and (e) any person who holds a working interest ownership in a CBM well operated by EQT in Virginia.

6. Attached as Exhibit "1" to the Preliminary Motion is the Agreement describing the claims that are being settled on behalf of the Class (defined as the "Settled Claims"), setting forth the terms of the Parties' settlement, and incorporating the terms of this Final Judgment And Order of Dismissal (the "Final Judgment"). The Agreement and its terms, including the definitions, are incorporated into this Final Judgment as if fully set forth herein. The Agreement and Final Judgment shall be referred to collectively herein as the "Settlement."

7. This Court entered an Order dated April 10, 2019 (the "Notice Approval Order") directing that notice of the proposed Settlement be mailed to the Settlement Class. The Court also set a hearing for July 26, 2019, to determine whether the proposed Settlement should be finally approved as fair, reasonable and adequate.

8. In accordance with the Court's Notice Approval Order, the Settlement Administrator caused to be mailed to potential members of the Settlement Class (for whom Defendant had addresses available from their accounting records) a notice (the "Settlement Notice") in the form approved by the Court in the Notice Approval Order. The Court finds that the Settlement Notice provided to potential members of the Settlement Class constituted the best and most practicable notice under the circumstances and included individual notice to all members of the Settlement Class who could be identified by reasonable efforts, thereby complying fully with due process and Rule 23 of the Federal Rules of Civil Procedure.

9. Defendant caused to be mailed to the appropriate federal and state officials the

materials required to be submitted by the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* (“CAFA”), and filed a Notice with the Court informing the Court of the completion of this mailing. Accordingly, the Court finds that CAFA’s notice requirements have been satisfied.

10. On July 26, 2019, the Court held a hearing on the proposed Settlement, at which time all interested persons were given an opportunity to be heard. Furthermore, the Court has read and considered all submissions in connection with the Settlement. Having done so, the Court has determined that approval of the Settlement will bestow a substantial economic benefit on the Settlement Class, result in substantial savings in time and money to the litigants and the Court and will further the interests of justice, and that the Settlement is the product of good-faith arm’s length negotiations between the Parties.

NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

11. The Agreement, including all of the terms defined therein including but not limited to the definitions of “Settled Claims,” is incorporated herein. Any terms used in this Final Judgment are governed by their definitions in the Agreement. The Court has jurisdiction over the subject matter of this litigation and all parties to this litigation, including all members of the Settlement Class.

12. The certified Settlement Class is defined for purposes of the Agreement and this Final Judgment as set forth in Paragraph 4 above.

13. The Settlement was made in good faith and its terms are fair, reasonable, and adequate as to the Settlement Class. Therefore, the Settlement is approved in all respects, and shall be binding upon, and inure to the benefit of, all members of the Settlement Class.

14. The Settlement Class Excluded Entities are not bound by either the Agreement or

this Final Judgment. The persons and entities identified in the Amended Appendix to the Settlement Agreement, filed on July 9, 2019, are the Settlement Class Members. No Settlement Class Members chose to opt out of the Settlement.

15. As of the Effective Date, Plaintiff and the Settlement Class Members, and each of them, for themselves and their respective heirs, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, successors and assigns, shall fully and forever release and discharge the Defendant and those owning a working interest in its wells (including Range Resources-Pine Mountain, Inc.), and their parents, subsidiaries, affiliated entities, predecessors, successors and assigns and each of their present, former and future officers, directors, employees, agents, any third party payment processors, independent contractors, successors, assigns, attorneys and legal representatives (collectively, "Defendant Releasees") from any and all of the Settled Claims, except for the rights and obligations created by the Agreement, and shall not commence, participate in, prosecute or cause to be commenced or prosecuted against the Defendant Releasees any action or other proceeding based upon any of the Settled Claims released pursuant to the Agreement. The relief afforded under the Agreement fully and completely satisfies the Settlement Class Members' Settled Claims, as defined in the Settlement Agreement. This Release also covers, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members or by Plaintiff or the Settlement Class Members, or any of them, in connection with or related in any manner to this case, the settlement of this case, the administration of this Settlement and/or the Settled Claims except to the extent otherwise specified in the Agreement. The Final Judgment shall not, however, operate or be construed to release any claims the Parties may have against any person

or entity who is not a Party to the Agreement except as provided above.

16. All claims of the plaintiff that were previously dismissed by the Court remain dismissed for the reasons stated by the Court. All Settled Claims are hereby dismissed with prejudice. All other claims are hereby dismissed without prejudice.

17. Within ten calendar days after the Effective Date, Defendant shall deposit the Settlement Payment into the account established by the Settlement Administrator for purposes of receiving the Settlement Payment.

18. Neither this Final Judgment, the Agreement nor any document referred to herein nor any action taken pursuant to—or to carry out—the Settlement may be used as an admission by or against Defendant of any fact, claim, assertion, matter, contention, fault, culpability, obligation, wrongdoing or liability whatsoever.

19. The Plan of Administration attached as Exhibit D to the Agreement, including the plans for allocation and distribution set forth therein, is hereby approved and shall be implemented by using the best reasonably available data and using the most practicable method under the circumstances.

20. The Court has, by separate order, granted Class Counsel's "Motion for Reimbursement of Litigation Expenses and Incentive Award to Class Representative." The Litigation Expenses awarded to Class Counsel shall be distributed to Class Counsel by the Settlement Administrator from the Settlement Funds, as should the Incentive Award.

21. The Court reserves jurisdiction over this matter, the Parties, and all counsel herein, without affecting the finality of this Final Judgment, including over (a) implementing, administering and enforcing this Settlement and any award or distribution from the Settlement Funds; (b) disposition of the Settlement Funds; and (c) other matters related or ancillary to the

foregoing.

22. Nothing set forth in this Final Judgment shall be construed to modify or limit the terms of the Agreement, but rather, the Agreement and this Final Judgment are to be construed together as one Settlement between the Parties.

23. The Settlement and this Final Judgment shall have no *res judicata*, collateral estoppel, or other preclusive effect as to any claims other than the previously dismissed claims of the plaintiff and the Settled Claims.

24. The Clerk shall close the case

Enter: July 26, 2019.

BY THE COURT:



James P. Jones

United States District Court Judge