

IN THE COURT OF COMMON PLEAS OF MERCER COUNTY, PENNSYLVANIA

VODENICHAR, *et al.*,

Plaintiffs,

v.

Case No. 2013-512

HALCÓN ENERGY PROPERTIES, INC., *et al.*,

Defendants.

NOTICE OF CLASS ACTION SETTLEMENT

**THE COURT OF COMMON PLEAS HAS ORDERED THIS NOTICE TO BE MAILED TO YOU.  
PLEASE READ IT CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED.**

**SUMMARY**

Jeffrey S. Vodenichar and six other plaintiffs filed this lawsuit in 2013 on behalf of themselves and a class of persons who in 2012 were members of a landowner group organized by Morascyzk & Polochak (“M&P”) and Co-eXprise, Inc. (CX-Energy”) who signed oil and gas leases for property in Mercer County naming Halcón Energy Properties, Inc. (“Halcón”) as the lessee but Halcón did not counter-sign or pay the persons. Defendant Halcón has recently publicly stated that it has taken steps to address its net debt and executed an agreement that could result in Halcón filing for Chapter 11 bankruptcy. Halcón has determined that it is unable to withstand the ongoing decline in oil and gas prices, the decline in its revenue, and the diminution in the value of its oil and gas properties. Due to Halcón’s potential Chapter 11 bankruptcy and other circumstances, plaintiffs’ attorneys negotiated a settlement with Halcón under which Halcón paid \$5,950,000 into an account to settle plaintiffs’ claims against it. The settlement does not settle plaintiffs’ claims against M&P and CX-Energy or the claims of M&P and CX-Energy for certain transaction fees (“Transaction Fees”) under the Landowner Marketplace Agreements with some or all Class Members.

The Court of Common Pleas must find that the settlement is fair and adequate. If Halcón’s Chapter 11 bankruptcy plan does not succeed, any future judgment may be difficult or impossible to collect (even assuming plaintiffs ultimately prevail at trial and on appeal, which could take several years). Similarly, if this settlement is not approved by the Court of Common Pleas, any claims could be greatly compromised. Accordingly, plaintiffs’ counsel believe that the settlement is fair and adequate.

You may be entitled to a payment from the Halcón settlement fund. Based on the current information and after deducting costs, expenses of litigation and attorneys’ fees, each class member who did not enter into oil and gas lease with another company may receive approximately \$175 to \$225 per net acre, and each class member who later signed an oil and gas lease with another company (as shown by reasonably available records) will receive approximately \$40 to \$50 per net acre. (These amounts apply to each lease as a whole and count joint owners signing the same lease as one class member.) If the Settlement Administrator determines that you entered into a later lease, you may receive another notice concerning your rights and options. The following pages describe in more detail the settlement, the Court hearing, and how to object or opt out of the settlement if you choose to do so.

The lawsuit claims that landowners signed oil and gas leases that name Halcón as lessee in 2012 for land in Mercer County, PA, but did not receive the payments set forth in the leases and related documents. Seven plaintiffs sued Halcón, as well as M&P and CX-Energy. In the lawsuit, the plaintiffs alleged that the oil and gas leases were valid and payment was due. Halcón denied and continues to deny that it did anything wrong. Halcón nevertheless has agreed to this Settlement to avoid the expense and uncertainties of further litigation. The principal reason for the Settlement is the immediate cash benefits to the class members, the elimination of the expense, uncertainty and risk of further litigation (including the risks of not obtaining class certification, not prevailing at trial or on appeal and not overcoming various defenses to damage claims), and the risks associated with obtaining, protecting and enforcing a judgment against Halcón. Continued litigation, including appeals, could take several years to complete. The Settlement also makes clear that class members can lease their oil and gas rights to others.

THIS SETTLEMENT IS ONLY WITH HALCÓN. If the Court rules that the claims against M&P and CX-Energy can be asserted by the class and if a judgment is entered against them providing monetary benefits for the class, or if a settlement is later reached with those defendants, providing monetary benefit for the class, you will receive a separate notice. Similarly, if the Court rules that the claims for Transaction Fees asserted by M&P and CX-Energy can be asserted against the class, you will receive a separate notice. The Court has not made a determination one way or the other regarding the litigation between plaintiffs and M&P and CX-Energy. Consequently, your share of the Settlement may be reduced by Transaction Fees, calculated by a percentage of your recovery from Halcón arising out of your Landowner Marketplace Agreement.

**Your legal rights are affected whether you act or don't act. Please read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>TO GET YOUR SHARE OF THE SETTLEMENT IF YOU RECEIVED THIS NOTICE IN THE MAIL:</b>	<b>DO NOTHING.</b> You will receive payment from the Settlement if the Court enters a final judgment approving the Settlement at or following the hearing on October 28, 2016 and any appeals are resolved in favor of the Class.
<b>TO GET YOUR SHARE OF THE SETTLEMENT IF YOU DID NOT RECEIVE THIS NOTICE IN THE MAIL:</b>	You must follow the steps in Question 9 on page 5 to receive your share of the Settlement.
<b>TO OBJECT TO THE SETTLEMENT:</b>	You must follow the steps in Questions 16 and 20 on pages 7 and 8 <b>so that your written statement is received by October 14, 2016.</b> You will still be a Member of the Class.
<b>TO EXCLUDE YOURSELF FROM THE SETTLEMENT AND RECEIVE NOTHING FROM THE SETTLEMENT:</b>	You must follow the steps in Question 11 on page 6 <b>so that your written request is postmarked or received by October 14, 2016.</b>

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court still has to decide whether to enter final judgment approving this Settlement with Halcón. Payments will not be made until the Court enters a final judgment at or following the Fairness Hearing on October 28, 2016, and any appeals are resolved in favor of the Class and certain other contingencies that could delay distribution. Please be patient.

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## BASIC INFORMATION

### **1. Why is there a notice?**

You, someone in your family, or your organization owns land in Mercer County, PA and may have signed an oil and gas lease naming Halcón as the lessee and were not paid. The Court directed that this Settlement Notice be sent to Class Members because you have a right to know about the Settlement and your options before the Court decides whether to give final approval to this Settlement with Halcón.

### **2. What is the lawsuit about?**

The case is called *Jeffrey Vodenichar et al. v. Halcón Energy Properties, Inc., Morascyzk & Polochak, and Co-eXprise, Inc., d/b/a CX-Energy*, Case No. 2013-512 in the Court of Common Pleas for Mercer County, PA. The people who sued are called plaintiffs and the companies they sued are called defendants. Judge Daniel P. Wallace is overseeing the case.

The lawsuit claims that landowners signed oil and gas leases naming Halcón as the lessee in 2012 for land in Mercer County, PA, but did not receive the payments required by the leases and related documents. The lawsuit also claims that M&P and CX-Energy breached their duties to Class Members under Landowner Marketplace Agreements. The lawsuit generally alleges claims for breach of contract and tort, and seeks compensatory damages, punitive damages and declaratory relief against Halcón, and also asserts claims against M&P and CX-Energy.

Halcón denies any wrongdoing and the Court has not decided whether plaintiffs or Halcón is right. Plaintiffs and Halcón have agreed to resolve the claims against Halcón by settlement to avoid the time, expense and uncertainty associated with continued litigation (particularly in light of Halcón's contemplated potential Chapter 11 bankruptcy) and to provide benefits to class members as soon as practical. **Moreover, the settlement makes clear that class members retain their oil and gas rights free of any claim by Halcón.**

On March 8, 2016, the Court entered a Preliminary Approval Order, which preliminarily approved the Settlement and certified the Class against Halcón for settlement purposes. On July 11, 2016 the Court entered an Order directing this Settlement Notice be sent to potential Class members and scheduling a Fairness Hearing on October 28, 2016, to consider whether to enter final judgment approving this Settlement with Halcón.

This settlement is only with Halcón. Plaintiffs continue to litigate their claims against M&P and CX-Energy, and M&P and CX-Energy continue to litigate their claims for Transaction Fees. You may receive a separate notice related to the M&P and CX-Energy claims. M&P and CX-Energy have also asserted claims against the Settlement Funds for "transaction fees" they claim the class members owe them under the Landowner MarketPlace Agreements and seek certification of a defendant class consisting of the class members. Plaintiffs oppose all such claims by M&P and CX-Energy on both procedural and substantive grounds. However, the claims of M&P and CX-Energy for Transaction Fees may delay distribution of some or all of the Settlement Funds to the class members, result in a partial holdback of portions of the Settlement Funds or, if M&P and CX prevail, could reduce the amounts that can be paid to the class members under the Settlement.

### **3. Why is this a class action?**

Jeffrey S. Vodenichar, David M. King, Jr., Leigh V. King, Joseph B. Davis, Lauren E. Davis, Grove City Country Club, and Richard Broadhead (through his estate) sued on behalf of people who have similar claims. All persons and entities with similar claims to the Class Representatives are "Class Members," except for those who exclude themselves from the Class. Bringing a case as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring individually.

### **4. Why is there a Settlement?**

The plaintiffs and their attorneys believe that the claims asserted in the lawsuit have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Halcón through trial and appeals, as well as the associated risks. Here, in particular, Halcón has publicly announced that it may reorganize through bankruptcy in the near future. By entering into the Settlement, Halcón is not admitting that it did anything wrong. Both sides want to avoid the cost of further litigation and to provide benefits to Class Members as soon as practical. The attorneys investigated the facts and applicable law regarding the plaintiffs' claims and Halcón's defenses. After approximately three and a half years of litigation, plaintiffs and Halcón engaged into negotiations to resolve plaintiffs' claims. At the time the initial agreement to settle was reached, plaintiffs' counsel and Halcón's counsel had a thorough understanding of the strengths and weaknesses of their respective positions. Plaintiffs' attorneys believe the Settlement is best for everyone who is affected. The Settlement provides benefits now as compared to the risks that a similar, smaller recovery would be achieved after trial and appeal, possibly years in the future, or that no recovery would be achieved at all. Those risks were significant, particularly in light of Halcón's financial condition, contemplated potential bankruptcy filing, and ongoing risks because of low oil and gas prices and other reasons that its plan of reorganization may ultimately fail.

The Settlement resolves and **releases all claims** that were or could have been brought in the lawsuit against Halcón by the Class, except for those who exclude themselves from the Settlement. The full language of the release is in the Stipulated Settlement Agreement available online at [www.HalconMercerSettlement.com](http://www.HalconMercerSettlement.com). You can also request a copy be mailed to you by calling the Claims Administrator.

**5. What are the Transaction Fee Claims?**

When you signed a Landowner Marketplace Agreement and became a member of the landowner group, you agreed to pay "Transaction Fees," a percentage of the up-front per acre bonus payment to be paid to you by Halcón as set forth in the relevant agreements.

M&P and CX-Energy have asserted claims in this litigation against Plaintiffs, the class and Halcón, seeking Transaction Fees, to be calculated as a percentage of the \$5,950,000 Settlement Amount ("Transaction Fee Claims"). Plaintiffs assert defenses to and dispute the Transaction Fee Claims and all other claims of M&P and CX-Energy.

**WHO IS IN THE SETTLEMENT?**

To see if you are entitled to Settlement benefits, you first have to determine if you are a member of the Class.

**6. How do I know if I am part of the Settlement?**

Any individual or entity that signed a lease naming Halcón as a lessee in 2012 for land in Mercer County, PA and was not paid by Halcón under the lease and related documents may be a member of the Class. More specifically, the Court certified the following Class against Halcón for Settlement purposes:

All persons (1) who entered into a Landowner MarketPlace Agreement with CX-Energy and M&P relating to property located in Mercer County, Pennsylvania, (2) who executed an oil and gas lease and related documents with Halcón Energy Properties, Inc., (3) whose name was submitted to Halcón pursuant to ¶ 3 of the Halcón Agreement (as defined in the Amended Complaint), but (4) whose oil and gas lease was not paid by Halcón. Excluded from the class are claims arising from any oil and gas lease for which Halcón, within the time period permitted under the Halcón Agreement, gave written notice to CX-Energy or M&P asserting a Title Defect or "other Defect," except for any purported notice contained in the November 1, 2012 letter from David S. Elkouri to Joseph E. Morascyzk.

**7. What if I am still not sure if I am included in the Class?**

If you are still not sure whether you are included in the Class, you can call 1-855-907-3226 for free help or visit [www.HalconMercerSettlement.com](http://www.HalconMercerSettlement.com) for more information or you can mail or fax a letter to the Claims Administrator at the address in Question 9 below to request information on whether you are a Class Member.

**THE SETTLEMENT BENEFITS**

**8. What does the Settlement provide?**

The Settlement provides the following primary benefit to Class Members:

**\$5,950,000 Settlement Fund.** Halcón has paid into an account \$5,950,000 for the benefit of Class Members. From this amount will be deducted certain amounts, including expenses of litigation, administration of the notice and distributing Settlement benefits to Class Members, attorneys' fees, a small reserve and any reserve required by the Court to account for the claims of M&P and CX-Energy (the "Net Settlement Fund"). In general, each class member will be assigned "settlement shares" based on the net acres in a class member's lease if he did not later sign another oil and gas lease. A class member who later signed another oil and gas lease will receive a smaller share. The total value of the shares will be determined and the Net Settlement Fund will be distributed to the class members. To the extent that any reserves are withheld, including reserves related to the claims of M&P and CX-Energy, such reserves may be distributed in a second distribution to the class. The distribution is more fully described at [www.HalconMercerSettlement.com](http://www.HalconMercerSettlement.com).

**9. How do I receive Settlement benefits?**

**If you are a Class Member and received this notice by mail** then the Claims Administrator has a record of your lease and you do not need to do anything to receive Settlement benefits. **If you are a Class Member and did not receive a copy of this notice by mail, to receive Settlement benefits you must contact the Claims Administrator by September 28, 2016** and confirm that you signed an oil and gas lease with Halcón in 2012 but were not paid. You can contact the Claims Administrator by telephone at 1-855-907-3226, or by sending a letter to:

Halcón Mercer Settlement  
c/o GCG  
P.O. Box 35100  
Seattle, WA 98124-1100

You may also fax your letter to the Claims Administrator at (206) 876-5201. Your letter must be postmarked or received by **September 28, 2016**.

No payments will be provided to Class Members until after the Court enters a final judgment approving the Settlement and any appeals are resolved (see Question 18). It is uncertain how long resolution of any appeals will take. Please be patient.

**10. What am I giving up to stay in the Class?**

Unless you exclude yourself from this Settlement, you cannot separately sue Halcón, continue to sue, or be part of any other lawsuit against Halcón about the legal issues in this case. The issues in this case include all claims that could be asserted by a Class Member relating to the failure of Halcón to honor the oil and gas leases and related documents Class Members signed. The decisions by the Court will bind everyone who does not exclude themselves. The “released claims” – the claims you are giving up - are described more fully in the Stipulation of Settlement, which describes exactly the legal claims that you give up if you do not exclude yourself from the Settlement. The Stipulation of Settlement is available at [www.HalconMercerSettlement.com](http://www.HalconMercerSettlement.com). You may also contact the Claims Administrator at 1-855-907-3226 and request that a copy of the Stipulation of Settlement be mailed to you.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Halcón on your own about the legal issues in this case, then you must exclude yourself – or opt out of the Class.

**11. How do I get out of the Settlement?**

You **cannot** exclude yourself by telephone or by email. To exclude yourself from the Settlement, you must send a letter to the Claims Administrator by mail or fax **and** a letter to Class Counsel by mail that includes the following:

- The case name *Jeffrey S. Vodenichar et al. v. Halcón Energy Properties, Inc. et al.*, Case No. 2013-512;
- Your full name, address and telephone number;
- A statement that you wish to be excluded from the Class; and
- Your signature (or in the event of an entity, the signature of an individual authorized by your entity to request exclusion).

**If you are a co-owner of property (such as where the property is in the name of both husband and wife), a Request for Exclusion by one co-owner applies to all co-owners.** The Request for Exclusion must be postmarked or received by the Claims Administrator **and** Class Counsel by **October 14, 2016**:

Claims Administrator (By Mail):	Claims Administrator (By Fax):	Class Counsel
Halcón Mercer Settlement c/o GCG P.O. Box 35100 Seattle, WA 98124-1100	(206) 876-5201	David A. Borkovic, Esq. Jones, Gregg, Creehan & Gerace, LLP 411 Seventh Ave., Ste. 1200 Pittsburgh, PA 15219

**12. If I don't exclude myself, can I sue Halcón for the same thing later?**

Unless you exclude yourself, you give up the right to sue Halcón for the claims that the Settlement resolves and releases. You must exclude yourself from the Class in order to try and maintain your own lawsuit. However, if Halcón files for protection under the Bankruptcy Code, you may not be able to sue Halcón without obtaining permission from the Bankruptcy Court.

**13. If I exclude myself from the Settlement, can I still get Settlement benefits?**

You will not get any benefits if you exclude yourself from the Settlement. If you exclude yourself from the Settlement, do not contact the Claims Administrator or the Court asking for benefits.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

The Court has appointed David A. Borkovic, Richard A. Finberg, David M. Cohen and John C. Butters as counsel for all Class Members. They are called Class Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Class Counsel's fees and expenses which will be paid from the Settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense and that lawyer must file an Entry of Appearance with the Court.

**15. How will the lawyers be paid?**

Class Counsel have not received any payment for their services in pursuing the claims against Halcón on behalf of the Class, nor have they been paid for their litigation expenses. Class counsel have not submitted a request for attorneys’ fees or reimbursement of litigation expenses at this time. The application for attorneys’ fees, expenses and any incentive awards for the Class Representatives will be filed with the Court by October 7, 2016, and will be available at [www.HalconMercerSettlement.com](http://www.HalconMercerSettlement.com) after it is filed. Halcón has agreed not to oppose a request for fees of up to thirty percent of the total Settlement Fund. Halcón has also agreed not to oppose a request for incentive awards for the Class Representative to be paid from the Settlement Fund. Such incentive awards will be requested in the amount of up to \$2,500 each. The Court will make the final determination on how much Class Counsel will be paid and whether to approve incentive awards for the Class Representatives. Attorneys’ fees, expenses and any incentive awards for the Class Representatives will only be awarded after the Court has determined they are fair and reasonable.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don’t agree with the Settlement or some part of it.

**16. How do I tell the Court I don’t like the Settlement?**

If you are a member of the Class, you can object to any part or all of the Settlement, including the request for fees, reimbursement of expenses or any Class Representative incentive awards. To object, you must submit a letter that includes the following:

- The case name *Jeffrey S. Vodenichar et al. v. Halcón Energy Properties, Inc. et al.*, Case No. 2013-512;
- Your full name, address and telephone number;
- A statement saying that you object to the Settlement;
- The reasons you object to the Settlement, along with any supporting materials; and
- Your signature (or in the event of an entity, the signature of an individual authorized by your entity to request exclusion).

**If you are a co-owner of property (such as where the property is in the name of both husband and wife), all owners must complete and sign the Objection.**

You must mail your objection so it is received no later than **October 14, 2016**, to the following **three** addresses:

<b>BY HAND OR MAIL:</b>	<b>AND BY MAIL TO BOTH:</b>	
Ruth Bice, Prothonotary Mercer County 105 Mercer County Courthouse Mercer, PA 16137	Halcón Mercer Settlement c/o GCG P.O. Box 35100 Seattle, WA 98124-1100	David A. Borkovic, Esq. Jones, Gregg, Creehan & Gerace, LLP 411 Seventh Ave., Ste. 1200 Pittsburgh, PA 15219

**17. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the Settlement *only if you do not exclude yourself from the Settlement*. Excluding yourself from the Settlement is telling the Court that you do not want to be a part of the Settlement.

**THE COURT’S SETTLEMENT HEARING**

The Court will hold a hearing to decide whether to enter a final judgment approving the Settlement and Class Counsel’s request for fees, expenses and Class Representative incentive awards. You may attend, but you do not have to do so.

**18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Settlement hearing at **9:00 AM on October 28, 2016** (eastern time) before the **Honorable Daniel P. Wallace, Court of Common Pleas for Mercer County, Courtroom No. 2, Mercer County Courthouse, Mercer, PA 16137**. You should be aware that the Court may change the date and time of the hearing without another notice being sent. The latest information will be posted on the website [www.HalconMercerSettlement.com](http://www.HalconMercerSettlement.com). If you want to come to the hearing, you should check the website or with Class Counsel before coming to be sure that the date and/or time has not changed. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider the request by Class Counsel for attorneys’ fees, reimbursement of expenses and any incentive awards for the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to enter a final judgment approving the Settlement.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But you may come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you submit your written objection as described above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- Your name, address and telephone number;
- A statement that this is your Notice of Intention to Appear in *Jeffrey S. Vodenichar et al. v. Halcón Energy Properties, Inc. et al.*, Case No. 2013-512;
- The reasons you wish to be heard;
- Copies of any papers, exhibits or other evidence or information that is to be presented to the Court at the Fairness Hearing; and
- Your signature.

**If you are a co-owner of property (such as where the property is in the name of both husband and wife), all owners must complete and sign the Notice of Intention to Appear.** You must submit your Notice of Intention to Appear so it is postmarked no later than **October 14, 2016** to the two addresses in Question 16. You cannot speak at the Fairness Hearing if you excluded yourself from the Class or if you have not provided your Notice of Intention to Appear and speak in accordance with the procedures in this Question.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

**If you are a Class Member and received this notice by mail**, then the Claims Administrator has a record of your lease and you do not need to do anything to receive Settlement benefits. **If you are a Class Member and did not receive a copy of this notice by mail, to receive Settlement benefits you must contact the Claims Administrator BY September 28, 2016** and confirm that you signed an oil and gas lease with Halcón in 2012 but were not paid. **Please see Question 9 above. If you do nothing, and you are a member of the class, you will receive the settlement payment approved by the Court. Whether you received this notice by mail or not, unless you exclude yourself, you will release and not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Halcón about the legal issues in this case, ever again.**

**ADDITIONAL INFORMATION**

**22. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the “Stipulation of Settlement” available at the Settlement website. You may also review the Stipulation of Settlement or other documents filed in the case during business hours at the Office of the Prothonotary, Mercer County, 105 Mercer County Courthouse, Mercer, PA 16137.

For assistance, you may call the Claims Administrator toll free at 1-855-907-3226, fax the Claims Administrator at (206) 876-5201 or write the Claims Administrator at Halcón Mercer Settlement c/o GCG, P.O. Box 35100, Seattle, Washington 98124-1100. You may also visit the website of the Claims Administrator at [www.HalconMercerSettlement.com](http://www.HalconMercerSettlement.com) where you can find answers to frequently asked questions about the Settlement, download copies of the Stipulation of Settlement and other court documents.

You may also contact Class Counsel David A. Borkovic at Jones, Gregg Creehan & Gerace, LLP 411 Seventh Avenue, Suite 1200, Pittsburgh, PA 15219, (412) 261-6400, [dab@jgcg.com](mailto:dab@jgcg.com) or Richard A. Finberg 300 Mt. Lebanon Boulevard, Suite 206-B Pittsburgh, PA 15234, (412) 341-1342, [richardfinberg@gmail.com](mailto:richardfinberg@gmail.com) or David M. Cohen at Complex Law Group, LLC, 40 Powder Springs Street, Marietta, Georgia 30064, (770) 200-3100, [dcohen@complexlawgroup.com](mailto:dcohen@complexlawgroup.com).

The tax consequences of the settlement to you may depend on individual circumstances, and you should consult with your tax advisor.

**DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.**

Dated: July 19, 2016.

**BY ORDER OF THE COURT OF COMMON PLEAS OF MERCER COUNTY, PENNSYLVANIA**