

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ABINGDON DIVISION**

**EVA MAE ADKINS, ON BEHALF OF
HERSELF AND ALL OTHERS
SIMILARLY SITUATED,**

Plaintiff,

v.

EQT PRODUCTION COMPANY,

Defendant.

)
)
) Case No. 1:10CV00041
)
)

**ORDER AS TO
CLASS CERTIFICATION**

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) By: James P. Jones
) United States District Judge
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For the reasons set forth in the Opinion accompanying this Order, it is **ORDERED** as follows:

1. The Renewed Motion for Class Certification (ECF No. 356) is GRANTED and this action is hereby certified as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure with respect to the following:

a. The claims for conversion, excluding the issue of the applicability of the First Marketable Product Rule; and

b. The claims for breach of contract, excluding the issues of the defendant’s allegedly improper deductions and applicability of the First Marketable Product Rule, and conditional upon a motion being filed within thirty

(30) days requesting the substitution of an appropriate class representative and an order thereafter being duly entered by the court granting such substitution;

2. The subclass certified as to the claims for conversion (the “Conversion Class”) is defined as follows:

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 coalbed methane gas (“CBM”) 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, according to business records maintained by EQT.

The Conversion Class excludes (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.

3. Eva Mae Adkins is appointed as the Conversion Class representative;

4. The subclass certified as to the claims for breach of contract (the “Breach of Contract Class”) is defined as follows:

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 coalbed methane gas (“CBM”) 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, Alyce Hoge, according to business records maintained by EQT.

The Breach of Contract Class excludes (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.

5. The Breach of Contract Class representative is to be determined following the filing of the appropriate motion and entry of corresponding order; and

6. The following law firms are appointed jointly as counsel for both subclasses: Loeff Cabraser Heimann & Bernstein, LLP; Daniel Coker Horton & Bell, P.A.; Glubiak Law Office; Neal & Harwell, PLC; Law Offices of Richard R. Barrett, PLLC; Barrett Law Group, P.A.; and The White Law Office.

ENTER: March 29, 2017

/s/ James P. Jones
United States District Judge