

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of Earliest Event Reported): May 8, 2019

**Petrolia Energy Corporation**

(Exact name of Registrant as specified in its charter)

**Texas**

(State or other jurisdiction of  
incorporation)

**000-52690**

(Commission File Number)

**86-1061005**

(IRS Employer  
Identification No.)

**710 N. Post Oak Rd., Ste. 400, Houston, Texas**

(Address of principal executive offices)

**77024**

(Zip Code)

Registrant's telephone number, including area code: **(832) 723-1266**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

On August 19, 2020, Petrolia Energy Corporation (“Petrolia” or the “Company”) and LazyDRanch Slick, LLC, an Oklahoma limited liability company (“LazyDRanch”), entered into a Settlement Agreement and Release (the “Settlement Agreement”) pursuant to which LazyDRanch agreed to release and dismiss certain judgments previously rendered in favor of LazyDRanch against the Company in Case No. CJ-2019-144 in the District Court in and for Creek County, Oklahoma (Sapulpa Division) (the “Lawsuit”) in exchange for the payment of certain amounts and performance of certain obligations by the Company in accordance with the terms of the Settlement Agreement. A summary of the terms of the Settlement Agreement, together with other background information regarding the Settlement Agreement and the Lawsuit, is set forth in Item 8.01 hereof and incorporated by reference into this Item 1.01 in its entirety.

The foregoing, together with the information and disclosures set forth in Item 8.01 hereof and incorporated by reference into this Item 1.01, is a brief description of the material terms of the Settlement Agreement, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the Settlement Agreement, which is filed as Exhibit 10.1 hereto. The Settlement Agreement was entered into solely by way of compromise and settlement and is not in any way an admission of liability or fault by the Company.

**Item 8.01 Other Events**

The Company is the operator of certain wells located in the Slick Unit Dutcher Sand oil and gas unit in Creek County, Oklahoma (the “SUDS Unit”).

On May 8, 2019, the Company was sued in the District Court in and for Creek County, Oklahoma (Sapulpa Division) (the “District Court”) by LazyDRanch, which owns certain land consisting of approximately 160 acres located within the SUDS Unit (the “LazyDRanch Property”). In the Lawsuit, LazyDRanch alleged that the Company had allowed the release of deleterious substances from its wells onto, and failed to remove abandoned oil field equipment from, the LazyDRanch Property, and demanded that the Company plug certain wells, remove pipelines, flowlines, and other oilfield related equipment, and perform surface restoration and remediation of the LazyDRanch Property. LazyDRanch also sought damages in excess of \$75,000 under several equitable and legal theories of recovery, plus statutory interest and an award of its attorneys’ fees and court costs. See Exhibit 10.2 hereto.

On July 22, 2019, the District Court entered a default judgment in favor of LazyDRanch and ordered the Company to begin conducting soil and groundwater sampling and testing on the LazyDRanch Property and removing and properly disposing of all deleterious substances that had been allowed to discharge from the Company’s abandoned wellbores onto the LazyDRanch Property within thirty days of the entry of judgment. The District Court also ordered the Company to perform certain remediation work at the

LazyDRanch Property and remove all of its oilfield equipment (including properly plugging and abandoning all oil and gas wellbores owned or operated by the Company on the LazyDRanch Property) within thirty days after completing such removal and disposal. In addition, the District Court authorized LazyDRanch to commence abatement and remediation work in the event that the Company failed to comply with the District Court's orders and provided that any costs and expenses reasonably incurred by LazyDRanch in so doing would be awarded as additional damages against the Company.

On January 21, 2020, LazyDRanch filed an application for a hearing on damages with the District Court, in which LazyDRanch alleged that the Company had failed to comply with the District Court's judgment and demanded that the Company pay \$1,988,372 for nuisance abatement, remediation, and restoration of the LazyDRanch Property in accordance with a bid estimate obtained by LazyDRanch.

On February 10, 2020, the District Court entered judgment against the Company for damages in the amount of \$1,988,372 plus post-judgment interest at a rate of 6.75% and reserved a determination on the final amount of LazyDRanch's damages, interest, attorney's fees and costs. See [Exhibit 10.3](#) hereto.

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Pursuant to the Settlement Agreement (discussed in [Item 1.01](#), above), the Company agreed to (i) make payments totaling \$75,000 to LazyDRanch in three installments, with \$30,000 payable upon settlement of the lawsuit, \$30,000 payable within 45 days of the dismissal of the Lawsuit, and the last of which was payable within 180 days of dismissal of the Lawsuit; (ii) use its best efforts to remove the LazyDRanch Property from the SUDS Field by obtaining a final, non-appealable order from the Oklahoma Corporation Commission ("[OCC](#)") as to such removal (or enter into a mutually acceptable Surface Non-Use Agreement with LazyDRanch in the event such removal application was denied); and (iii) engage in specified remediation work at the LazyDRanch Property (the "[Remediation Work](#)") at a maximum cost to the Company of up to \$200,000, excluding the cost of plugging the four wells located on the LazyDRanch Property. The Remediation Work included (a) plugging and abandoning the above-mentioned four wells at a rate of at least one (1) well per quarter; (b) testing/remediating/re-seeding soils; (c) landfarming any additional remediation related to well location; (d) removing all oilfield related surface equipment; (e) performing surface restoration and remediation at locations with hydrocarbon and brine soil impacts; and (f) flushing, pickling and capping all preexisting transportation flow lines, all of which was to be completed in accordance with OCC rules and regulations within 24 months from the date of execution of the Settlement Agreement. Pursuant to the Settlement Agreement, LazyDRanch agreed to release all judgments obtained in the Lawsuit and to dismiss the Lawsuit with prejudice within 5 business days from the execution thereof.

On August 21, 2020, LazyDRanch released its judgment and dismissed the Lawsuit with prejudice by filing a Release and Satisfaction of Judgment and Dismissal of Case with Prejudice in the District Court.

To date the Company has paid a total of \$75,000 to LazyDRanch pursuant to the terms of the Settlement Agreement and further completed the following Remediation Work: removed power lines and transformers, steel posts, flowlines and oilfield surface equipment.

#### Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1*	<a href="#">Settlement Agreement and Release dated as of August 19, 2020 by and between LazyDRanch Slick, LLC, an Oklahoma limited liability company, and Petrolia Energy Corporation, a Texas corporation</a>
10.2*	<a href="#">Petition in the District Court in and for Creek County, State of Oklahoma (Sapulpa Division), Case Number: CJ-2019-144</a>
10.3*	<a href="#">Journal Entry of Judgement in the District Court in and for Creek County, State of Oklahoma (Sapulpa Division), Case Number: CJ-2019-144</a>
104	Inline XBRL for the cover page of this Current Report on Form 8-K

\* Furnished herewith.

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#### SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

#### Petrolia Energy Corporation

*/s/ Mark M. Allen*

Mark M. Allen  
Chief Executive Officer

Date: November 12, 2021

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Mutual Release ("Agreement") is entered into as of the \_\_\_ day of August, 2020, by and between LazyDRanch Slick, LLC an Oklahoma limited liability company ("LazyDRanch") and Petrolia Energy Corporation, a Texas corporation ("Petrolia"). LazyDRanch and Petrolia are collectively referred to herein as the "Parties."

WHEREAS, LazyDRanch has presented claims and made demand on Petrolia (collectively "the Claims") to pay for the plugging of certain oil and gas wells, removal of pipelines, flowlines, and other oilfield related equipment, and perform surface restoration and remediation work in accordance and compliance with the rules and regulations of the Oklahoma Corporation Commission ("OCC") on lands legally described as the Southwest Quarter (SW/4) of Section Nine (9), Township Fifteen (15) North, Range Ten (10) East in Creek County, State of Oklahoma (the "Property");

WHEREAS, Petrolia denies liability or responsibility for the Claims;

WHEREAS, the Parties have reached an agreement to resolve and dispose of all of their potential claims and disputes and have mutually drafted this Agreement to evidence the terms of such compromise and settlement;

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Payment by Petrolia.** Petrolia will make payments totaling \$ 75,000.00 to LazyDRanch as follows:

- a. \$30,000.00 payable upon settlement and dismissal of the lawsuit and release of any corresponding judgments associated with this case.
- b. \$30,000.00 payable within 45 days of dismissal of the lawsuit.
- c. \$15,000.00 payable within 180 days of the date of dismissal of the lawsuit.

Payment shall be made via check payable to Moyers Martin, LLP and delivered to Moyers Martin, LLP.

2. **Removal or Non-Use of the Property from the Slick Unit Dutcher Sand West Unit ("SUDS Unit") by Petrolia.** Petrolia will use best efforts to obtain a final, unappealable order from the OCC removing the Property from the SUDS Unit by filing the necessary proceeding before the OCC within 45 days from the execution of this Agreement. The Parties acknowledge there is no guarantee that the OCC will remove the Property from the SUDS Unit, and that Petrolia cannot guarantee or warrant the removal of the Property. Should the OCC deny Petrolia's request to remove the Property from the SUDS Unit, Petrolia agrees to enter into a mutually acceptable Surface Non-use

Agreement with LazyDRanch.

3. **Surface Restoration and Remediation.** Petrolia will, at its own cost and expense:
- a) Within 60 days from execution of this Agreement, begin work to plug and abandon the four (4) wells on the Property pursuant to the OCC's rules, regulations, and guidance and continue work with reasonable diligence to completion, plugging at least one (1) well per quarter.
  - b) Test/Remediate/Re-seed soils at well locations up to 15' from wellbore, in accordance with OCC rules, regulations, and guidance.
  - c) Landfarm any additional remediation related to well location (within 15' from well) in accordance with OCC rules, regulations, and guidance.
  - d) Remove all oilfield related surface equipment, to include steel posts, pipe above ground, tanks, pumping units, active pipe, electrical lines, and the transformer bank on the Property. The Parties agree the electrical poles will remain for LazyDRanch to remove once electrical lines are removed.
  - e) Perform surface restoration and remediation at locations with hydrocarbon and brine soil impacts (within 15' from well) in accordance with OCC rules, regulations, and guidance.
  - f) Flush, pickle, and cap all preexisting transportation flow lines (below plow depth or 48") in accordance with OCC rules, regulations, and guidance.

All work shall be completed within 24 months from the execution of this Agreement. All work shall be in conformance with OCC regulations.

The parties hereby agree that Petrolia agrees to remediate the property in the maximum amount of \$200,000.00. This amount does not include the costs for plugging the four (4) Wells on the Property in accordance with OCC rules, regulations, and guidance. Upon written request, Petrolia agrees to provide LazyDRanch with a current accounting of costs incurred to remediate the property.

4. **Release by LazyDRanch.** LazyDRanch shall release any and all judgments obtained in Case No. CJ-2019-144, Creek County, State of Oklahoma and dismiss that action with prejudice within 5 business days from the execution of this Agreement.

The release of any and all judgments obtained in Case No. CJ-2019-144, Creek County, State of Oklahoma, in no way acts to release or diminish LazyDRanch's potential claims or its ability to maintain an action against Petrolia for breaching this Settlement Agreement. LazyDRanch expressly reserves all claims and rights against Petrolia for breach of this Settlement Agreement.

Further, the Parties agree this Paragraph No. 4 shall be admissible as evidence of the reservation described herein.

5. **No Amendments Except in Writing.** This Agreement may not be modified orally. Rather, it may only be modified in a writing signed by an authorized representative for each Party.

6. **Entire Agreement.** This Agreement constitutes the complete understandings and agreement of the Parties and supersedes all prior and contemporaneous negotiations, representations, agreements, and understandings. No change, modification, or termination of any of the provisions of this Agreement shall be effective unless set forth in a written instrument that is signed by all Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their administrators, executors, personal representatives, heirs, successors and assigns. The Parties acknowledge that neither they nor their agents or their attorneys have made any promises, representations or warranties whatsoever, express or implied, not contained herein, and they acknowledge that they have not executed this instrument in reliance on any such promise, representation, or warranty.

7. **Authority.** The Parties warrant that each of the respective signatories to this Agreement has the respective authority to execute this Agreement, to release and compromise any potential litigation released and/or compromised by this Agreement, to make all warranties and representations contained herein on behalf of each of the parties hereto, and to bind each of the parties hereto to all obligations contained herein.

8. **No Liability Admitted.** It is expressly understood and agreed that the payment and acceptance of the consideration exchanged by the Parties is in full accord and satisfaction of disputed claims. Each Party recognizes and acknowledges that no Party to this Agreement admits any liability, wrongdoing, or fault, but to the contrary, expressly denies the same. This Agreement is entered to resolve, settle and compromise the matters in dispute between the Parties and to avoid the cost, expense, uncertainty, and effort of protracted and disputed litigation.

9. **Law Governing.** The laws of the State of Oklahoma shall govern the validity, construction, interpretation, and effect of this Agreement.

10. **Counterparts.** This Agreement may be executed in counterparts and each such counterpart shall be fully enforceable. A facsimile copy or scanned copy of an original signature shall, likewise, be fully enforceable.

IN WITNESS WHEREOF, the Parties having read and understood this Agreement have executed this Agreement as indicated below.

[SIGNATURE PAGE FOLLOWS]

**LAZYDRANCH SLICK, LLC**



By: Matt McDonald  
Title: Managing Member

**PETROLIA ENERGY CORPORATION**



By: Zel C. Khan  
Title: CEO & President

IN THE DISTRICT COURT IN AND FOR CREEK COUNTY  
STATE OF OKLAHOMA  
(SAPULPA DIVISION)

FILED IN DISTRICT COURT  
CREEK COUNTY SAPULPA OK

MAY - 8 2019 33

TIME  
Amanda VanOrsdol, COURT CLERK

LAZYDRANCH SLICK, LLC, )  
a domestic limited liability company, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
PETROLIA ENERGY CORPORATION, )  
a foreign corporation, )  
 )  
Defendant. )

CJ 2019- 144  
DOUGLAS W. GOLDEN

PETITION

Plaintiff LazyDRanch Slick, LLC, states as follows for its Petition against Defendant Petrolia Energy Corporation.

1. LazyDRanch Slick, LLC is an Oklahoma limited liability company in good standing with the Oklahoma Secretary of State.
2. Petrolia Energy Corporation is a Foreign For-Profit Business Corporation that conducts business in the State of Oklahoma and operates the oil and gas wells located on the lands owned by LazyDRanch that are described in this Petition.
3. LazyDRanch owns approximately 160 surface acres of property located in Creek County, Oklahoma, legally described as the Southwest Quarter (SW/4) of Section Nine (9), Township Fifteen (15) North, Range Ten (10) East.
4. This Court has jurisdiction over the subject matter and the parties.
5. Venue is proper.
6. In approximately 1958, Sohio Petroleum Company formed the Slick Unit Dutcher Sand ("SUDS") waterflood unit for the secondary recovery of oil and gas under several sections of land

located in Creek County, Oklahoma.

7. LazyDRanch's land in the SW/4 of Section 9 is located in Tract Nos. 20 and 21 of the SUDS waterflood unit.

8. According to the Defendant's website, Petrolia Energy took over operations of the SUDS waterflood unit in 2014.

9. However, review of the Oklahoma Corporation Commission's records identifying the operator of some of the SUDS waterflood unit's oil and gas wells on and around LazyDRanch's land show "Rockdale Resources Corp." as the designated operator.

10. According to the Oklahoma Secretary of State's records, Rockdale Resources Corp. is no longer an active corporation.

11. After reasonable investigation and based on information publicly available to LazyDRanch, it is believed "Rockdale Resources Corp." and Petrolia Energy are one and the same and that Petrolia Energy does business as Rockdale Resources Corp.

12. Petrolia Energy has allowed deleterious substances to be spilled on and over LazyDRanch's land or has allowed such substances to remain on LazyDRanch's land.

13. Petrolia Energy has also failed to remove abandoned oil field equipment from LazyDRanch's land, which constitutes a nuisance and eyesore.

14. The deleterious substances and abandoned oil field equipment, as of the date of the filing of this action, remain on LazyDRanch's land and have not been removed by Petrolia Energy.

15. Attached to this Petition as exhibits numbered LazyDRanch 1 through 26 are photographs showing the deleterious substances and abandoned equipment on LazyDRanch's land.

16. The deleterious substances deposited by Petrolia Energy on LazyDRanch's land constitute a nuisance to LazyDRanch.

17. The deleterious substances include hazardous chemical compounds and poisons that are dangerous to humans, animals, and plant life.
18. As of the date of the filing of this action, the deleterious substances deposited on LazyDRanch's land have leached into the soil and are a threat to the environment.
19. As of the date of the filing of this action, the deleterious substances continue to leach into subsurface areas on LazyDRanch's land.
20. These deleterious substances have caused damage to LazyDRanch's land and are a continuing threat to the environment.
21. Despite Petrolia's knowledge of the condition of the nuisance on LazyDRanch's land and despite the hazard and danger presented to the public, wildlife, and environment, Petrolia Energy permits and allows the nuisance and deleterious substances to remain on LazyDRanch's land.
22. Petrolia Energy has allowed the deleterious substances to spread into the soil and such substances pose potential threats to the groundwater under LazyDRanch's land.
23. Petrolia Energy acted unlawfully when Petrolia Energy allowed deleterious substances to discharge from its wells into the soil and onto LazyDRanch's land.
24. Petrolia Energy failed to perform the legal duties it owes to LazyDRanch and the public when Petrolia Energy allowed deleterious substances to discharge from its wells into the soil on LazyDRanch's land.
25. Petrolia Energy endangered the health and safety of LazyDRanch and the public when Petrolia Energy allowed deleterious substances to discharge from its wells into the soil of LazyDRanch's land.
26. Petrolia Energy failed to perform the legal duties it owes to LazyDRanch to abstain from injuring LazyDRanch's land, and to refrain from infringing upon LazyDRanch's rights, when

Petrolia Energy allowed deleterious substances to discharge from its operations into the soil of LazyDRanch's land.

27. The pollution of any air, land or waters in the State of Oklahoma is a statutory public nuisance under the Statutes of the State of Oklahoma.

28. Pursuant to 27A O.S. § 2-6-102, the deposit of deleterious substances on LazyDRanch's land constitutes a menace to public health and welfare and creates a public nuisance.

29. Pursuant to 27A O.S. § 2-6-105, it is unlawful for Petrolia Energy to cause the pollution of LazyDRanch's land.

30. The pollution of the soil of LazyDRanch's land is a public nuisance which is especially injurious to LazyDRanch.

31. Pursuant to Title 50 of the Oklahoma Statutes, LazyDRanch is entitled to an order of abatement compelling Petrolia Energy to abate the nuisance and pollution by removing the deleterious substances from LazyDRanch's land.

32. Pursuant to Title 50 of the Oklahoma Statutes, LazyDRanch is entitled to an order of abatement compelling Petrolia Energy to remove all deleterious substances from the soil of LazyDRanch's land and compelling Petrolia Energy to restore LazyDRanch's land.

33. Pursuant to Title 50 of the Oklahoma Statutes, LazyDRanch is entitled to have the order of abatement include a program of soil and groundwater sampling on LazyDRanch's land, laboratory analysis of the soil and groundwater samples taken from LazyDRanch's land, and a schedule and timeline for removing all deleterious substances from LazyDRanch's land for disposal at a facility approved for the disposal of such deleterious substances.

34. Pursuant to Title 50 of the Oklahoma Statutes, LazyDRanch is entitled to have the order of abatement include, after Petrolia Energy's testing, remediation, and removal of all deleterious

substances from LazyDRanch's land, a schedule and timeline for Petrolia Energy to replenish LazyDRanch's land with fresh soil.

35. Alternatively, pursuant 12 O.S. § 2008, LazyDRanch states that the deleterious substances Petrolia Energy allowed to discharge from its operations into the soil of LazyDRanch's land, which Petrolia Energy has allowed to remain in the soil of LazyDRanch's land, constitute a continuing trespass on LazyDRanch's land.

36. LazyDRanch has suffered damages for inconvenience and annoyance as a result of the nuisance created, maintained, and controlled by Petrolia Energy and allowed to exist on LazyDRanch's land.

37. Pursuant to 50 O.S. § 6, LazyDRanch is entitled to damages for inconvenience and annoyance in an amount in excess of \$75,000.00.

38. Pursuant to 50 O.S. § 6, in addition to the restoration of LazyDRanch's land, removal of all deleterious substances from LazyDRanch's land, and damages for inconvenience and annoyance, LazyDRanch is entitled to recover property damages in an amount in excess of \$75,000.00.

39. Petrolia Energy has acted intentionally and with malice toward LazyDRanch and the public by allowing deleterious substances to remain on LazyDRanch's land and by allowing these deleterious substances to threaten the health, safety, and lives of others.

40. Pursuant to 23 O.S. § 9.1, Category III punitive damages should be awarded in favor of LazyDRanch and against Petrolia Energy in an amount in excess of \$75,000.00.

41. Petrolia Energy has minimized the costs of its operations and enriched itself and benefited by discharging deleterious substances into LazyDRanch's soil without paying LazyDRanch, thereby causing an injustice, detriment, and injury to LazyDRanch. LazyDRanch is entitled to recover the money that Petrolia Energy has saved by not properly maintaining and conducting its oil and gas

operations and by not preventing injury to LazyDRanch's land.

42. Alternatively, pursuant to 12 O.S. §2008, LazyDRanch is entitled to damages from Petrolia Energy under the legal theory of unjust enrichment, in an amount in excess of \$75,000.00.

43. In addition to its equitable remedies, LazyDRanch is entitled to damages under the legal theories of nuisance, negligence, negligence per se, and trespass.

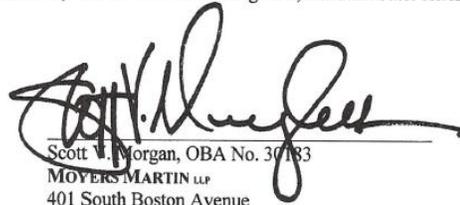
44. Additionally, Petrolia Energy claims ownership of, and has exercised dominion and control over, abandoned oilfield equipment on LazyDRanch's land, including one or more unused, abandoned wellbores no longer used or capable of being used in the secondary recovery of oil and gas from formations underlying LazyDRanch's lands. Thus, LazyDRanch is entitled to an order of abatement that includes compelling Petrolia Energy to plug these wells.

WHEREFORE, Plaintiff LazyDRanch Slick, LLC demands a judgment against Defendant Petrolia Energy Corporation compelling Petrolia Energy under the direction, guidance, and supervision of this Court to:

- A. Abate the nuisance and deleterious substances by removing the deleterious substances from LazyDRanch's land;
- B. Abate the nuisance created by the abandoned oil field equipment by removing the abandoned oil field equipment from LazyDRanch's land;
- C. Conduct soil and groundwater testing on LazyDRanch's land, including laboratory analysis of the soil and groundwater samples taken from LazyDRanch's land;
- D. Develop an appropriate schedule and timeline for removing all deleterious substances from LazyDRanch's land and for removing all abandoned oil field equipment from LazyDRanch's land;

- E. Remove all deleterious substances from LazyDRanch's land and dispose of these substances at a facility approved for the disposal of such substances;
- F. Restore LazyDRanch's land with fresh soil and native grasses after the removal of all deleterious substances and abandoned oil field equipment from LazyDRanch's land; and,
- G. Plug all wells on LazyDRanch's land.

FURTHER, Plaintiff LazyDRanch Slick, LLC demands judgment against Defendant Petrolia Energy Corporation for damages resulting from inconvenience and annoyance in an amount in excess of \$75,000.00; damages to LazyDRanch's land in an amount in excess of \$75,000.00; damages for unjust enrichment in an amount in excess of \$75,000.00; Category III punitive damages in an amount in excess of \$75,000.00; attorneys' fees, interest, and the costs of this litigation; and such other relief this Court deems just and proper.



Scott V. Morgan, OBA No. 307183  
MOYERS MARTIN LLP  
401 South Boston Avenue  
Suite 1100  
Tulsa, Oklahoma 74103  
918.582.5281(t)  
svmorgan@moyersmartin.com

*Attorney for Plaintiff LazyDRanch Slick, LLC*

ATTORNEY'S LIEN CLAIMED.

IN THE DISTRICT COURT IN AND FOR CREEK COUNTY DISTRICT COURT  
STATE OF OKLAHOMA FILED IN DISTRICT COURT  
(SAPULPA DIVISION) CREEK COUNTY SAPULPA OK

FEB 20 2020

TIME 4:34  
Amanda VanOrsdol, COURT CLERK

LAZYDRANCH SLICK, LLC, )  
a domestic limited liability company, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
PETROLIA ENERGY CORPORATION, )  
a foreign corporation )  
 )  
Defendant, )  
 )

Case No. CJ-2019-144  
Judge Douglas Golden

**JOURNAL ENTRY OF JUDGEMENT**

On this 10th day of February, 2020, Plaintiff LazyDRanch Slick, LLC's Application for Hearing on Damages came before this Court for consideration.

After conducting a hearing before this Court, and based on the authorities, evidence, and direct testimony presented by the Plaintiff, this Court finds that Plaintiff is entitled to the entry of judgment in its favor. Therefore, this Court FINDS:

1. Plaintiff is the owner of real property located in Creek County, Oklahoma, legally described as the Southwest Quarter (SW/4) of Section Nine (9), Township Fifteen (15), Range Ten (10) East ("Plaintiff's Property").
2. Defendant, Petrolia Energy Corporation, is one and the same as Rockdale Resources Corp. and is the designated operator with the Oklahoma Corporation Commission of several abandoned oil and gas wells located on Plaintiff's Property.
3. Defendant has not filed an appearance, answer, or any other pleadings or papers with this Court despite proper service of process and proper notice of this hearing.
4. Defendant continues to be in default.



5. On July 22, 2019, this Court entered a Journal Entry of Judgment ordering Defendant to abate the public and private nuisance and remediate the pollution resulting from oil and gas wells located on Plaintiff's Property that are owned and operated by Defendant. Defendant was to commence abatement actions within thirty (30) days of the July 22, 2019 Journal Entry of Judgment.

6. Defendant failed to comply with the July 22, 2019 Journal Entry of Judgment.

7. Defendant's failure to comply with the July 22, 2019 Journal Entry of Judgment necessitates that Plaintiff undertake the abatement and remediation ordered by this Court.

8. Plaintiff has undertaken to commence nuisance abatement and pollution remediation on Plaintiff's Property, and Plaintiff is entitled to recover damages from Defendant equal to the cost of abatement and remediation.

9. This Court finds, pursuant to Title 50 of the Oklahoma Statutes and the holding contained in *Meinders v. Johnson*, 2006 OK CIV APP 35, 134 P.3d 858, it has jurisdiction and the authority to charge Defendant, Petrolia Energy Corporation, with the costs to be incurred by Plaintiff in the abatement of the public and private nuisance on Plaintiff's Property and to remediate pollution on Plaintiff's Property.

10. Plaintiff obtained a Bid Estimate from Equus Environmental, LLC in the amount of \$1,988,372.00 for the abatement of the nuisance and pollution remediation on Plaintiff's Property.

11. Plaintiff's Bid Estimate from Equus Environmental, LLC represents a fair and equitable estimate for nuisance abatement and pollution remediation on Plaintiff's Property.

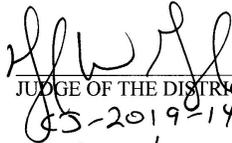
12. As of the date of this Journal Entry of Judgment, the complete extent of Plaintiff's damages cannot be ascertained, as additional costs and expenses may be incurred after commencement of work by Equus Environmental, LLC or its agents. This Court reserves the ability to determine additional damages, if any, upon future application by Plaintiff.

13. Pursuant to 12 Okla. St. Ann. § 940(A), Plaintiff is entitled to an award of attorneys' fees and costs. This Court therefore reserves a determination of the amount of Plaintiff's attorneys' fees and costs upon the future application by Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of Plaintiff LazyDRanch Slick, LLC, and against Defendant Petrolia Energy Corporation, and Plaintiff is authorized to commence abatement of the public and private nuisance and pollution remediation on Plaintiff's Property occurring as a result of the abandoned oil and gas wellbores owned and operated by Petrolia Energy Corporation.

IT IS FURTHER ORDERED that a money judgment be entered in favor of Plaintiff, LazyDRanch Slick, LLC, and against Defendant, Petrolia Energy Corporation, on Plaintiff's claim for damages in the amount of \$1,988,372.00, plus accruing post judgement interest at rate of 6.75%, for abatement of the public and private nuisance and pollution occurring as a result of the abandoned oil and gas wellbores owned and operated by Petrolia Energy Corporation. Additionally, this Court reserves a determination on the

final amount of Plaintiff's damages allowed under Oklahoma law, interest, attorneys' fees, and costs, to be determine upon the future application by Plaintiff for such a determination.

  
\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT  
CS-2019-144  
2/20/2020

Prepared by:  
Scott V. Morgan, OBA No. 30183  
Rodger V. Curlik, OBA No. 31828  
MOYERS MARTIN, LLP  
401 S. Boston, Suite 1100  
Tulsa, OK 74103  
Telephone: (918) 582-5281  
Facsimile: (918) 585-8318  
svmorgan@moyersmartin.com  
rcurlik@moyersmartin.com  
*Attorneys for Plaintiff*