

<p>DISTRICT COURT, COUNTY OF GARFIELD, COLORADO 109 8th Street, Suite 104 Glenwood Springs, CO 81601</p>	<p>DATE FILED December 12, 2025 10:59 AM CASE NUMBER: 2025CV30027</p>
<p>Plaintiff: JOLLEY POTTER RANCHES ENERGY CO., LLC, v.</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Defendant: TEP ROCKY MOUNTAIN LLC.</p>	<p>Case Number: 2025-CV-30027 Div.: A Ctrm.:</p>
<p>ORDER GRANTING FINAL APPROVAL TO CLASS SETTLEMENT AND FINAL JUDGMENT</p>	

This is a class action lawsuit brought by Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”), on behalf of itself and a proposed class of royalty owners described below (together, the “Class”) against Defendant TEP Rocky Mountain LLC (“TEP”) for the alleged underpayment of royalties on natural gas produced from wells located in Garfield and Rio Blanco Counties, Colorado during the Class Period.¹ Effective May 30, 2025, the Parties entered into a class Settlement Agreement (the “Settlement Agreement”). The Settlement Agreement, together with the documents referenced therein and exhibits thereto, set forth the terms and conditions for proposed settlement of the Civil Action.

On August 20, 2025, the Court entered an Order Preliminarily Approving Proposed Class Action Settlement Agreement (the “Preliminary Approval Order”), provisionally determining that the Class meets the requirements for certification of a C.R.C.P. 23(b)(3) class for settlement

¹ Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Settlement Agreement.

purposes, preliminarily approving the Settlement Agreement, approving the form and manner of notice, establishing opt-out and objection procedures, and setting a date for a Final Fairness Hearing. In the Preliminary Approval Order, the Court, *inter alia*:

- a. provisionally determined that each of the requirements under C.R.C.P. 23(a) and (b)(3) were satisfied and provisionally certified the Class, for settlement purposes only, because: (i) there are approximately 1,600 members of the defined settlement Class; (ii) there is at least one question of law and fact common to the claims of the Class members; (iii) the claims of Jolley Potter are typical of the claims of the other Class members; (iv) Jolley Potter, acting as the Class Representative, and Class Counsel have vigorously prosecuted this litigation on behalf of the Class, Jolley Potter and Class Counsel do not have any conflicts of interest with the other members of the Class, and Class Counsel has had extensive experience in litigating class-action royalty underpayment cases; (v) common questions of law and fact predominate over individual questions related to the Class members' claims against TEP; and (vi) a class action is superior to other available methods for fairly and efficiently adjudicating the Class members' claims against TEP;
- b. appointed Jolley Potter as the Class Representative and Jolley Potter's counsel, Nathan A. Keever and G.R. Miller, as Class Counsel;
- c. preliminarily found: (i) the proposed Settlement Agreement resulted from extensive arm's-length negotiations; (ii) the proposed Settlement Agreement was agreed to only after Class Counsel conducted legal research and discovery regarding the strengths and weaknesses of the Class Claims; (iii) Jolley Potter and Class Counsel

have concluded that the proposed Settlement Agreement is fair, reasonable, and adequate; and (iv) the proposed Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement Agreement to the Class;

- d. preliminarily approved the Settlement Agreement as fair, reasonable, and adequate and in the best interest of the Class;
- e. preliminarily approved the form and manner of the proposed Notice to be communicated to the Class, submitted to the Court on August 13, 2025, finding specifically that such Notice, among other information: (i) described the terms and effect of the Settlement Agreement; (ii) notified the Class that Class Counsel will seek attorneys' fees, reimbursement of litigation expenses and administration, notice, and distribution costs; (iii) notified the Class of the time and place of the Final Fairness Hearing; (iv) notified the Class of their right to exclude themselves from the Settlement Agreement and the procedure for such exclusion; and (v) described the procedure for objecting to the Settlement Agreement or any part thereof;
- f. instructed Class Counsel to disseminate the approved Notice to the Class in accordance with the Settlement Agreement and in the manner approved by the Court;
- g. set out the procedures and deadlines by which Class members could request exclusion from the Class;

- h. established the deadline for the Parties' submission of their joint motion for final approval of the Settlement Agreement and Class Counsel's request for an award of attorneys' fees and expenses;
- i. set the date and time for the Final Fairness Hearing as December 5, 2025, at 10:00 A.M. in the District Court of Garfield County, Colorado; and
- j. set out the procedure and deadline by which Class members could properly object to the Settlement Agreement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice was given to the Class, notifying them of the Settlement Agreement and the upcoming Final Fairness Hearing. *See Aff. of Jacqueline English (9/18/2025).*

December 12, 2025,
On ~~December 5, 2025~~, in accordance with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to, *inter alia*:

- a. determine whether the requirements for certification of a C.R.C.P. 23(b)(3) settlement class are satisfied;
- b. determine whether the Settlement Agreement should be finally approved by the Court as fair, reasonable, and adequate and in the best interests of the Class;
- c. determine whether the notice method utilized by Class Counsel: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise Class members of the pendency of the Civil Action, the Settlement Agreement, their right to exclude themselves from the Class, their right to object to the Settlement Agreement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and

constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Colorado Rules of Civil Procedure and any other applicable law;

- d. determine whether a Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, (i) dismissing the Class Claims against TEP, and TEP's counterclaim against the Class, with prejudice; (ii) dismissing any non-Class claims without prejudice; and (iii) extinguishing, releasing, and barring all Class Claims against all TEP Released Parties in accordance with the Settlement Agreement;
- e. determine whether the applications for Class Counsel's attorneys' fees, reimbursement for litigation expenses and administration, notice, and distribution costs, are fair and reasonable and should be approved;² and
- f. rule on such other matters as the Court deems appropriate.

The Court, having reviewed the Settlement Agreement, and all related pleadings and filings, and having heard the evidence and argument presented at the Final Fairness Hearing, now

FINDS, ORDERS, and ADJUDGES as follows:

- 1. The Court, for purposes of this Final Judgment (the "Judgment"), adopts all defined terms as set forth in the Settlement Agreement and incorporates them as if fully set forth herein.
- 2. The Court has jurisdiction over the subject matter of this Civil Action and all matters relating to the Settlement Agreement, as well as personal jurisdiction over TEP and the Class members.

² The Court will issue separate orders on Class Counsel's request for attorneys' fees, reimbursement of litigation expenses, and administration, notice, and distribution costs.

3. The parties requested the Court's consideration, pursuant to C.R.C.P. 23, of the certification of a settlement class, described as follows:

All royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period January 1, 2021 through December 31, 2024 (the "Class Period") from non-federal oil and gas leases in Garfield and Rio Blanco Counties, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand Valley Gathering System, except for the following:

- (1) TEP, WPX Energy Rocky Mountain, LLC, Williams Production RMT Company, LLC, Williams Production RMT Company, and any of their predecessors, successors, or affiliates;
- (2) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production;
- (3) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado; (B) that certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records; (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records; (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records; (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records; (F) that certain Oil and Gas Lease, dated April 27 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency #1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records; and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson

Irrev. T/A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records; and

(4) Caerus Operating LLC, Caerus Piceance LLC, Grand Valley Minerals LLC, QB Energy Operating, LLC, and any of their predecessors, successors, or affiliates.

After hearing statements of counsel, after considering testimony in connection with it, and after considering matters in the Court file, and after otherwise being duly advised of the pertinent circumstances, the Court makes the following findings:

4. There are approximately 1,600 members of the Class and their joinder would be impracticable. There are questions of law and fact common to the Class members. The claims of Jolley Potter are typical of the claims of the Class. Jolley Potter, as the Class Representative, will fairly and adequately protect the interests of the Class.

5. The questions of law and fact common to all Class members predominate over questions, if any, affecting only individual members, and a class action is superior to any other method for the fair and efficient adjudication of the controversy. The requirements of C.R.C.P. 23(b)(3) are met. Accordingly, the Class should be certified pursuant to C.R.C.P. 23(b)(3).

6. Plaintiff Jolley Potter should be designated as the Class Representative.

7. Nathan A. Keever and G.R. Miller should be designated as Class Counsel.

8. The parties also requested that the Court give final approval to the Settlement Agreement, which the Court preliminarily approved on August 20, 2025. *See* Preliminary Approval Order (8/20/2025). At the Final Fairness Hearing on December 5, 2025, the Court performed its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement Agreement and the Notice provided to the Class, considering not only the

pleadings and arguments of the Class and TEP and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class members. In so doing, the Court has been mindful to consider possible arguments that could reasonably be made against, *inter alia*, approving the Settlement Agreement and the Notice, even if such argument was not actually presented to the Court by pleading or oral argument.

9. The Court further finds that due and proper notice, by means of the Notice, was given to the Class in conformity with the Settlement Agreement and Preliminary Approval Order. Specifically, the Notice was mailed to the Class based on the names and last known addresses available for current and former royalty owners who received royalty payments from TEP during the Class Period, pursuant to paragraph 5 of the Settlement Agreement, which reasonably assumes these are the correct payees, including for any interest held by a predecessor due to assignment, sale, inheritance, or other transfer. To the extent these assumptions are not correct in relation to a particular transfer of interest, paragraph 19 of this Judgment orders the Class member who receives payment to make payment to the proper party or return payment to Class Counsel. The form, content, and method of communicating the Notice disseminated to the Class pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted notice reasonably calculated, under the circumstances, to apprise Class members of the pendency of the Civil Action, the Settlement Agreement, their right to exclude themselves from the Class, their right to object to the Settlement Agreement or any part thereof, and their right to appear at the Final Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (d) met all applicable requirements of the Colorado Rules of Civil Procedure,

the Due Process Clause of the United States Constitution, the Due Process protections of the State of Colorado, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notice used by the parties. The Court further finds that all Class members have been afforded a reasonable opportunity to object to the Settlement Agreement or exclude themselves from the Class.

10. The Court further finds that one entity submitted a Request for Exclusion. No other persons or entities submitted a Request for Exclusion.

11. Pursuant to and in accordance with Colorado Rule of Civil Procedure 23, the Settlement Agreement, including, without limitation, the consideration paid by TEP, the covenants not to sue, the releases, and the dismissal with prejudice of the Class Claims, against the TEP Released Parties and of TEP's counterclaim, is finally approved as fair, reasonable, and adequate and in the best interests of the Class. The Settlement Agreement was entered into between the parties at arm's length and in good faith after substantial negotiations free of collusion. The Settlement Agreement fairly reflects the complexity of the Class Claims, the duration of the Civil Action, the extent of discovery, and the balance between the benefits the Settlement Agreement provides to the Class and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between the parties. The Settlement Agreement provides a means of gaining immediate valuable and reasonable compensation and forecloses the prospect of uncertain results after many more months or years of additional discovery and litigation. The considered judgment of the parties, aided by experienced legal counsel, supports the Settlement Agreement.

12. By agreeing to settle the Civil Action, TEP does not admit, and instead specifically denies, any and all wrongdoing and liability to the Class and Jolley Potter.

13. In accordance with the Settlement Agreement, the Class Claims, and the counterclaim to the Class Claims, are hereby dismissed with prejudice, and any non-Class Claims are dismissed without prejudice. All Class members (a) are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Class Claims against the TEP Released Parties; and (b) are barred and permanently enjoined from, directly or indirectly, on any Class member's behalf or through others, suing, instigating, instituting, or asserting against the TEP Released Parties any claims or actions on or concerning the Class Claims. Neither party will bear the other party's litigation costs, costs of court, or attorneys' fees.

14. Nothing in this Judgment shall bar any action or claim by Jolley Potter, the Class, or TEP to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

15. Neither the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as, evidence of or an admission or concession by TEP of any fault, wrongdoing, or liability whatsoever with respect to the claims and allegations in the Civil Action. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement and shall not be offered or received as evidence in any action or proceeding by or against any party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement Agreement between TEP and any Class member(s), the provisions of

the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Class Claims in any proceeding.

16. The allocation methodology is approved as fair, reasonable and adequate, and Class Counsel are directed to administer the Settlement Agreement accordingly.

17. The Court finds that Jolley Potter, TEP, and their Counsel have complied with the requirements of the Colorado Rules of Civil Procedure as to all proceedings and filings in this Civil Action. The Court further finds that Jolley Potter and Class Counsel adequately represented the Class in entering into and implementing the Settlement Agreement.

18. Except as provided in the Settlement Agreement, neither TEP nor its Counsel shall have any liability or responsibility to Jolley Potter, Class Counsel, or the Class with respect to the gross Settlement Amount or its administration, including but not limited to any distributions made by the Escrow Agent. No Class member shall have any claim against Jolley Potter, Class Counsel, the Escrow Agent, or any of their respective designees or agents based on the distributions made substantially in accordance with the Settlement Agreement and other orders of the Court.

19. Any Class member who receives a distribution check that he/she/it is not legally entitled to receive is hereby ordered to either (a) pay the appropriate portion(s) of the distribution check to the person(s)/entity(ies) legally entitled to receive such portion(s), or (b) return the distribution check uncashed to Class Counsel.

20. All matters regarding the administration of the Escrow Account and the taxation of funds in the Escrow Account or distributed from the Escrow Account shall be handled in accordance with the Settlement Agreement.

21. Any order approving the application by Class Counsel for an award of attorneys' fees or reimbursement of litigation expenses and administration, notice, and distribution costs shall be handled in accordance with the Settlement Agreement.

22. In the event the Settlement Agreement is terminated as the result of a successful appeal of this Judgment or does not become Final and Non-Appealable in accordance with the terms of the Settlement Agreement for any reason whatsoever, then this Judgment and all orders previously entered in connection with the Settlement Agreement shall be rendered null and void and shall be vacated. The provisions of the Settlement Agreement relating to termination of the Settlement Agreement shall be complied with, including the refund of amounts in the Escrow Account to TEP.

23. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Civil Action) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Amount, to issue additional orders pertaining to, *inter alia*, Class Counsel's request for attorneys' fees and reimbursement of reasonable litigation expenses and administration, notice, and distribution costs, and to enforce the Settlement Agreement and this Judgment. Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all Class Claims, and counterclaim to the Class Claims, with prejudice, and all non-Class Claims without prejudice, and is therefore a final appealable judgment. The Court further hereby expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment in this Civil Action.

IT IS SO ORDERED this 12thday of December, 2025.

BY THE COURT:



ELISE VICTORIA MYER
DISTRICT COURT JUDGE