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<tr><td>DISTRICT COURT,<br>COUNTY OF GARFIELD, COLORADO<br>109 8th Street, Suite 104<br>Glenwood Springs, CO 81601</td><td rowspan="2">DATE FILED<br>August 29, 2025 9:31 AM<br>CASE NUMBER: 2019CV30036<br><br>▲ COURT USE ONLY ▲</td></tr>
<tr><td rowspan="2">Plaintiff:<br>JOLLEY POTTER RANCHES ENERGY CO, LLC,<br><br>v.<br><br>Defendant:<br>TEP ROCKY MOUNTAIN LLC.</td></tr>
<tr><td>Case Number: 2019-CV-30036<br><br>Div.: A Ctrm.:</td></tr>
<tr><td colspan="2">ORDER GRANTING FINAL APPROVAL TO CLASS SETTLEMENT<br>AND FINAL JUDGMENT</td></tr>
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This is a class action lawsuit brought by Plaintiff Jolley Potter Ranches Energy Co., LLC ("Jolley Potter"), on behalf of itself and a certified class of royalty owners described below (together, the "Plaintiff Class") against Defendant TEP Rocky Mountain LLC ("TEP"), formerly known as WPX Energy Rocky Mountain, LLC, for the alleged underpayment of royalties on natural gas produced from wells located in Garfield County, Colorado during the Class Period.[1] Effective June 2, 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 June 26, 2025, the Court preliminarily approved the Settlement Agreement and issued an Order Preliminarily Approving Proposed Class Action Settlement Agreement (the "Preliminary Approval Order"), approving the form and manner of notice, establishing objection procedures,

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

and setting a date for a Final Fairness Hearing. In the Preliminary Approval Order, the Court, *inter alia*:

a. 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 have conducted legal research and discovery regarding the strengths and weaknesses of the Plaintiff 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 Plaintiff Class;

b. preliminarily approved the Settlement Agreement as fair, reasonable, and adequate and in the best interest of the Plaintiff Class;

c. preliminarily approved the form and manner of the proposed Notice to be communicated to the Plaintiff Class, submitted to the Court on June 25, 2025, finding specifically that such Notice, among other information: (i) described the terms and effect of the Settlement Agreement; (ii) notified the Plaintiff Class that Class Counsel will seek attorneys' fees, reimbursement of litigation expenses and administration, notice, and distribution costs; (iii) notified the Plaintiff Class of the time and place of the Final Fairness Hearing; (iv) notified the Plaintiff Class that, because putative class members were previously provided with an opportunity to exclude themselves from the Plaintiff Class, there is no additional right to exclude themselves from the Settlement Agreement; and (v) described the procedure for objecting to the Settlement Agreement or any part thereof;

d. instructed Class Counsel to disseminate the approved Notice to the Plaintiff Class in accordance with the Settlement Agreement and in the manner approved by the Court;

e. 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;

f. set the date and time for the Final Fairness Hearing as August 29, 2025, at 9:00 A.M. in the District Court of Garfield County, Colorado, Courtroom C; and

g. set out the procedures and deadlines by which Plaintiff 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 Plaintiff Class, notifying them of the Settlement Agreement and the upcoming Final Fairness Hearing. *See* Aff. of Jacqueline English (7/14/25).

On August 29, 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 Settlement Agreement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Plaintiff Class;

b. 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 Plaintiff Class members of the pendency of the Civil Action, the Settlement Agreement, 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;

c. determine whether a Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, (i) dismissing the Class Claims against TEP, and TEP's counterclaims against the Plaintiff Class, through December 31, 2020, with prejudice; (ii) dismissing any Class Claims arising from royalties paid on the production and sale of natural gas and associated liquid hydrocarbons after December 31, 2020, without prejudice; and (iii) extinguishing, releasing, and barring all Class Claims against all TEP Released Parties in accordance with the Settlement Agreement;

d. determine whether the applications for Class Counsel attorneys' fees, reimbursement for litigation expenses and administration, notice, and distribution costs, are fair and reasonable and should be approved;[2] and

e. rule on such other matters as the Court deems appropriate.

[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.

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 Plaintiff Class members.

3. The Plaintiff Class, certified by the Court pursuant to C.R.C.P. 23(b)(3), is defined as follows:

> The persons or entities who own oil and gas leases of the type categorized as Category 2 Royalty Instruments in *Lindauer v. Williams Production RMT Company,* Case No. 2006cv317 filed in the District Court in and for Garfield County, Colorado and have received royalty or overriding royalty payments on behalf of TEP Rocky Mountain LLC (TEP) from sales of natural gas produced in Garfield County during and after the production month of February 2013 until December 2021; whether or not such persons or entities are included in the certified *Lindauer* Class; and excluding from such Class:
>
> (1) TEP, WPX Energy Rocky Mountain, LLC, Williams Production RMT Company, LLC, Williams Production RMT Company, and any of their affiliates;
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> (2) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production; and
>
> (3) those owners to the extent their interests are subject to the class-action settlement entered into in *Sefcovic v. TEP Rocky Mountain, LLC*, Case No. 17-cv-01990-MSK-MEH filed in the United States District Court for the District of Colorado.

4. The Court finds that no persons or entities have submitted Requests for Exclusion.

5. At the Final Fairness Hearing on August 29, 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 Plaintiff Class, considering not only the pleadings and arguments of the Plaintiff 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.

6. The Court further finds that due and proper notice, by means of the Notice, was given to the Plaintiff Class in conformity with the Settlement Agreement and Preliminary Approval Order. Specifically, the Notice was mailed to the Plaintiff 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 6 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 15 of this Judgment orders the Plaintiff 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 Plaintiff 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 Plaintiff Class members of the

pendency of the Civil Action, the Settlement Agreement, that there would be no additional right to exclude themselves from the Settlement Agreement, 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 Plaintiff Class members have been afforded a reasonable opportunity to object to the Settlement Agreement. The Court further finds that because the Plaintiff Class was previously certified as a class action and putative class members were previously provided with an opportunity to exclude themselves from the Plaintiff Class, no additional exclusion opportunity is necessary or appropriate.

7. 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 through December 31, 2020 against the TEP Released Parties and of TEP's counterclaims, is finally approved as fair, reasonable, and adequate and in the best interests of the Plaintiff 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 Plaintiff 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.

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

9. In accordance with the Settlement Agreement, the Class Claims through December 31, 2020, and the counterclaims to the Class Claims, are hereby dismissed with prejudice, and all Class Claims arising from royalties paid on the production and sale of natural gas and associated liquid hydrocarbons after December 31, 2020, are dismissed without prejudice. All Plaintiff Class members (a) are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the TEP Released Parties; and (b) are barred and permanently enjoined from, directly or indirectly, on any Plaintiff 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 Released Claims. Neither Party will bear the other Party's litigation costs, costs of court, or attorneys' fees.

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

11. 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 Plaintiff Class member(s), the provisions of the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Released Claims in any proceeding.

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

13. 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 Plaintiff Class in entering into and implementing the Settlement Agreement.

14. 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 Plaintiff Class with respect to the gross Settlement Amount or its administration, including but not limited to any distributions made by the Escrow Agent. No Plaintiff 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.

15. Any Plaintiff 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.

16. 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.

17. Any order approving or modifying any Distribution Schedule, 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 and the documents referenced therein.

18. 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.

19. 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 counterclaims to the Class Claims, through December 31, 2020, with prejudice, and all Class Claims arising from royalties paid on the production and sale of natural gas and associated liquid hydrocarbons after December 31, 2020, 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 29th day of August, 2025.

BY THE COURT:

Anne K Norrdin
District Court Judge

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