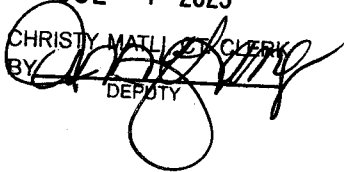


IN THE DISTRICT COURT OF BLAINE COUNTY
STATE OF OKLAHOMA

BLAINE COUNTY, OKLAHOMA
FILED

DDL OIL & GAS, LLC)
and DUSTIN M. FREEMAN,)
)
Plaintiffs,)
)
v.)
)
DIVERSIFIED PRODUCTION, LLC,)
successor by merger with)
TAPSTONE ENERGY, LLC,)
)
Defendant.)

Case No. CJ-2019-17

JUL - 7 2023
CHRISTY MATLICK, CLERK
BY:  DEPUTY

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING THE CLASS FOR SETTLEMENT PURPOSES,
APPROVING FORM AND MANNER OF NOTICE,
AND SETTING DATE FOR FINAL FAIRNESS HEARING**

This is a class action lawsuit brought by Plaintiffs DDL Oil & Gas, LLC and Dustin Freeman, on behalf of themselves and all others similarly situated (“Plaintiffs”), against Diversified Production, LLC, successor by merger with Tapstone Energy, LLC (“Defendant”), for the alleged failure to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 O.S. § 570.1, *et seq.* (the “PRSA”) for oil and gas production proceeds from oil and gas wells in Oklahoma. On June 20, 2023, the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) and Supplemental Agreements finalizing the terms of the Settlement.¹ The Settlement Agreement, together with the documents referenced therein and exhibits thereto, sets forth the terms and conditions for the proposed Settlement of the

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

Litigation. In accordance with the Settlement Agreement, Plaintiffs now present the Settlement to the Court for preliminary approval under 12 O.S. §2023(E).

After reviewing the pleadings and Plaintiffs' Motion to Certify the Class for Settlement Purposes, Preliminarily Approve Class Action Settlement, Approve Form and Manner of Notice, and Set Date for Final Fairness Hearing ("Motion for Preliminary Approval") and Plaintiffs' Memorandum of Law in Support thereof, the Court has preliminarily considered the Settlement to determine, among other things, whether the Settlement warrants the issuance of notice to the Settlement Class. Upon reviewing the Settlement and the Motion for Preliminary Approval, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement unless otherwise defined herein.
2. The Court finds the Settlement Class should be certified for the purposes of this Settlement, as the Settlement Class meets all certification requirements of 12 O.S. §2023 for a settlement class.

The certified Settlement Class is defined as follows:

All non-excluded persons or entities who received or, during the pendency of this action will receive, Untimely Payments from Defendant for O&G Proceeds from Oklahoma Wells and whose payments did not also include the statutory interest prescribed by the Act.

The persons or entities excluded from the Settlement Class are: (1) agencies, departments, or instrumentalities of the United States of America and the State of Oklahoma, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes as defined at 30 U.S.C. §1702(4), and Indian allottees as defined at 30 U.S.C. §1702(2)); (2) Commissioners of the Land Office of the State of Oklahoma (CLO); (3) publicly traded oil and

gas companies and their affiliates; (4) persons or entities (and their affiliates) who are the Oklahoma Corporation Commission (OCC) designated operator (and as reflected on Drilling Info, Inc., doing business as Enverus, data reports) of more than fifty (50) Oklahoma wells in the month when this Class definition was originally filed; (5) persons or entities that Plaintiffs' counsel may be is prohibited from representing under Rule I.7 of the Oklahoma Rules of Professional Conduct.; (6) officers of the court, and (7) Owners in regard to whom Defendant is required by the Act to pay O&G Proceeds annually for the 12 months accumulation of O&G Proceeds totaling less than \$100.00, provided, however this exclusion of so-called "minimum pay" Owners does not apply to interest claims for other 12 month periods accumulation of O&G Proceeds when the same Owner was entitled to \$100 or more and thus not in a "minimum pay" status.

3. "A class may be certified when it satisfies the four requirements of section 2023(A) and one of the requirements of section 2023(B)." *Cactus Petroleum Corp. v. Chesapeake Operating, Inc.*, 2009 OK 67, ¶ 12, 222 P.3d 12, 18; (citing *Burgess v. Farmers Ins. Co.*, 2006 OK 66, ¶ 10, 151 P.3d 92, 98). Subsections 1 through 4 of §2023(A) require: (1) numerosity of class members, (2) commonality of questions of law or fact, (3) typicality of claims or defenses of the class representatives with the class; and (4) adequacy of representative parties to protect class interests. *See id.* Subsections 1 through 3 of § 2023(B) require either (1) a risk of inconsistent adjudications by separate actions or substantial impairment of non-parties to protect their interests; (2) appropriateness of final injunctive or declaratory relief; or (3) predominance of common questions of law or fact to class members and superiority of class action adjudication. *See id.* The Court finds the above-defined Settlement Class satisfies all prerequisites of 12 O.S. § 2023(A) for purposes of the proposed class settlement:

a. **Numerosity.** Plaintiff has demonstrated "[t]he class is so numerous that joinder of all members is impracticable." 12 O.S. § 2023(A)(1). Whether a class

satisfies the numerosity requirement is generally a fact-specific inquiry made on a case-by-case basis. *Martin v. Hanover Direct, Inc.*, 2006 OK CIV APP 33, ¶ 10, 135 P.3d 251, 255. In Oklahoma, “[t]he numerosity test is satisfied by numbers alone when the size of the class is in the hundreds.” *Black Hawk Oil Co. v. Exxon Corp.*, 1998 OK 70, ¶ 14, 969 P.2d 337, 343. Here, the Settlement Class consists of thousands of owners. Therefore, the Court finds the numerosity prerequisite is undoubtedly met.

b. **Commonality.** To satisfy the commonality prerequisite, the case must involve questions of law or fact common to the class which predominate over any questions affecting only individual members. A common question “involves considerations that, although distinctive in their focus, often involve essentially the same or closely related analyses.” *Gentry v. Cotton Elec. Co-op., Inc.*, 2011 OK CIV APP 24, ¶ 12, 268 P.3d 534, 539. “As a general rule, where a lawsuit challenges a practice or policy affecting all putative class members, individual factual differences among the individual litigants will not preclude a finding of commonality.” *In re Farmers Med-Pay Litig.*, 2010 OK CIV APP 12, ¶ 12, 229 P.3d 551, 555 (citation omitted). Here, insofar as the Settlement Class is concerned, all of the common issues in this case stem from a single underlying tenet of Oklahoma law: Defendant’s obligation to pay statutory interest as set forth in the PRSA. Plaintiffs allege Defendant’s alleged uniform practice of not paying statutory interest presents numerous common questions of fact and law. Such common questions include, among others: (1) whether Plaintiffs and the Class own legal

interests in Oklahoma Wells upon which Defendant has an obligation to pay royalty; (2) whether Defendant owed statutory interest to Plaintiffs and the Class on any Untimely Payments; (3) whether Defendant has an obligation to promptly investigate whether Plaintiffs and the Class were owed statutory interest; (4) whether Defendant's alleged uniform practice violates the PRSA; and (5) whether Defendant defrauded the Class by withholding statutory interest. Plaintiffs have demonstrated there are questions of law or fact common to the Settlement Class as to satisfy the commonality element.

c. **Typicality.** “The typicality requirement is satisfied ‘[w]hen it is alleged that the same unlawful conduct was directed at or affected both the named plaintiff and the class sought to be represented ... irrespective of varying legal fact patterns which underlie individual claims.’” *Gentry v. Cotton Elec. Co-op., Inc.*, 2011 OK CIV APP 24, ¶ 15, 268 P.3d 534, 540. Here, Plaintiffs’ claims are typical of the Settlement Class because Defendant allegedly treated all owners in the same manner for purposes of paying statutory interest. In particular, the same legal theories and fact issues underlie the Settlement Class’ claims because Plaintiffs allege Defendant engaged in a common course of conduct to deprive the Settlement Class of statutory interest and misrepresent and/or omit the amount of statutory interest owed to the Settlement Class. In short, Plaintiffs have shown “[t]he claims or defenses of the representative parties are typical of the claims or defenses of the class.” 12 O.S. §2023(A)(3).

d. **Adequacy.** Plaintiffs and Plaintiffs’ Counsel have demonstrated that “[t]he representative parties will fairly and adequately protect the interests of the class.” 12 O.S. §2023(A)(4). In Oklahoma, adequacy of representation depends on two factors: ‘(a) the plaintiff’s attorney must be qualified, experienced, and generally able to conduct the proposed litigation, and (b) the plaintiff must not have interests antagonistic to those of the class.’” *Morehead v. State*, 2018 OK CIV APP 27, ¶ 14, 415 P.3d 555, 562. The evidence before the Court shows that Plaintiffs’ Counsel possesses vast experience in complex commercial litigation, especially oil and gas related legal issues such as that before the Court. Moreover, there are no conflicts—minor or otherwise—between Plaintiffs and other members of the Settlement Class.

Because the Court finds Plaintiffs and Plaintiffs’ Counsel to be adequate representatives of the Settlement Class, the Court hereby appoints Plaintiffs as Class Representatives; Nix Patterson, LLP, Ryan Whaley Jantzen Peters & Webber PLLC, and Barnes & Lewis, LLP, as Class Counsel, and Whitten Burrage as liaison local counsel for the Settlement Class.

4. The Court also finds the requirements of §2023(B)(3) are met:

a. **Predominance.** Under Oklahoma law, “[p]redominance involves two components. The court must find that: 1) ‘questions of law or fact common to the members of the class predominate over any questions affecting only individual members’; and 2) ‘a class action is superior to other available methods for the fair and efficient adjudication of the controversy.’” *In re Farmers Med-Pay Litig.*, 2010

OK CIV APP 12, ¶ 19, 229 P.3d 551, 556. Here, Plaintiffs have shown questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only individual members. Plaintiffs allege Defendant engaged in a common course of conduct to deprive Class Members of statutory interest by improperly withholding statutory interest on payments made outside the time periods set forth in the PRSA until an owner specifically requested the statutory interest and allegedly concealing the amount of statutory interest an owner was entitled to. This alleged common conduct gave rise to each Class Member's claims, resulting in a sufficiently cohesive Settlement Class to warrant adjudication by representation. Because every Class Member's claims arise from Defendant's alleged systematic and uniform statutory interest calculation and payment methodology, common questions predominate over any individual issues.

b. **Superiority.** Class Representatives have also established that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. 12 O.S. § 2023(B)(3). The evidence shows that no Class Member has filed an individual action, and that the anticipated damages of the individual plaintiffs (unpaid interest) are of such amounts they are unlikely to be pursued due to the anticipated cost of litigation. Moreover, because this case has been litigated in this Court, concentrating the Litigation in this forum is desirable, and it would be impractical and a burden on the judicial system to individually manage and try thousands of claims of potential class members.

In sum, the Court finds all prerequisites and requirements of 12 O.S. §2023(A)-(B) are satisfied, and the Settlement Class is hereby certified for the purposes of this Settlement. The Settlement Class is certified for settlement purposes only. In determining whether the requirements of §2023 have been satisfied for purposes of certifying the above Class for settlement purposes, the Court has taken into account the fact of settlement and its impact upon the factors required for certification of the Settlement Class. Also, although not an express requirement under Oklahoma law, the Court finds that it need not inquire whether the case, if tried, would present case management problems, as the result of settlement is that there will be no trial. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class certified by agreement here for settlement purposes could have ever been certified in this case as a class for litigation purposes. In addition, the Court does not reach, and makes no ruling either way, on whether any of Plaintiffs allegations or Defendant's denials or affirmative defenses summarized in the forgoing paragraphs and pleadings in this case have merit. In particular, the Court recognizes that Defendant has specifically denied all allegations of any type of fraudulent conduct.

5. The Court preliminarily finds (a) the proposed Settlement resulted from extensive arm's-length negotiations; (b) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weakness of Class Representative's and the Settlement Class' claims; (c) Class Representative and Class Counsel have concluded that the proposed Settlement is fair,

reasonable, and adequate; and (d) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class.

6. Having considered the essential terms of the Settlement under the recognized standards for preliminary approval as set forth in the relevant jurisprudence, the Court preliminarily approves the Settlement, subject to the right of any member of the Settlement Class to challenge the fairness, reasonableness, and adequacy of any part of the Settlement, Settlement Agreement, Allocation Methodology, or proposed Initial or Final Plan of Allocation (or any other Plan of Allocation), and to show cause, if any exists, why a final Judgment dismissing the Litigation based on the Settlement Agreement should not be ordered after adequate notice to the Settlement Class has been given in conformity with this Order. As such, the Court finds that those Class Members whose claims would be settled, compromised, dismissed, and released pursuant to the Settlement should be given notice and an opportunity to be heard regarding final approval of the Settlement and other matters.

7. The Court further preliminarily approves the form and content of the proposed Short Form Notice, Summary Notice, and Long Form Notice, which are attached to the Settlement Agreement as Exhibits 3, 4 and 5, respectively, and finds the Short Form Notice, Summary Notice, and Long Form Notice are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and 12 O.S. § 2023. The Court finds the form and content of the Short Form Notice, Summary Notice, and Long Form Notice fairly and adequately: (a) describe the terms and

effect of the Settlement; (b) notify the Settlement Class of the time and place of the Final Fairness Hearing; (c) describe the options for requesting exclusion from the Settlement or objecting to the Settlement or any part thereof; and (d) direct potential Class Members to where they may obtain more detailed information about the Settlement.

8. The Court also preliminarily approves the proposed manner of communicating the Short Form Notice, Summary Notice, and Long Form Notice to the Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable Constitutional standards and other applicable laws, including due process and Federal Rule of Civil Procedure 23:

a. No later than July 28, 2023, the Settlement Administrator will mail (or cause to be mailed) the Short Form Notice by first class mail to all potential Class Members who have been identified after reasonable efforts to do so. The Short Form Notice will be mailed to potential Class Members using the payment history data described in paragraph 3.3 of the Settlement Agreement, the last-known addresses for each payee, and any updated addresses found by the Settlement Administrator. The Settlement Administrator will also publish the Summary Notice as described below. It is not reasonable or economically practical for the Settlement Administrator to mail the Long Form Notice or for the Parties to do more to determine the names and addresses of Class Members.

b. No later than July 28, 2023, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the Summary Notice one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; (b) the *Tulsa World*, a paper of general circulation in Oklahoma; (c) *The Daily Ardmoreite*, a paper of local circulation; (d) the *Fairview Republican*, a paper of local circulation; (e) the *McAlester News-Capital*, a paper of local circulation; and (f) the *Holdenville Tribune*, a paper of local circulation.

c. Within ten (10) days after mailing the first Short Form Notice and continuing through the Final Fairness Hearing, the Settlement Administrator will also display (or cause to be displayed) on an Internet website dedicated to this Settlement the following documents: (i) the Short Form Notice and Summary Notice, (ii) the Original Petition and Answer, (iii) the Settlement Agreement, (iv) this Order, (v) the Long Form Notice and (vi) other publicly filed documents related to the Settlement.

d. Upon request from a Class Member, the Settlement Administrator will directly mail a copy of the Long Form Notice to the Class Member.

e. The Settlement Fund shall bear any Administration, Notice, and Distribution Costs.

9. Class Counsel is authorized to act on behalf of the Settlement Class with respect to all acts required by, or which may be given pursuant to, the Settlement

Agreement, or such other acts that are reasonably necessary to consummate the proposed Settlement set forth in the Settlement Agreement.

10. The Court appoints JND Legal Administration to act as Settlement Administrator and perform the associated responsibilities set forth in the Settlement Agreement. The Settlement Administrator will receive and process any Requests for Exclusion and, if the Settlement is finally approved by the Court, will supervise and administer the Settlement in accordance with the Settlement Agreement, the Judgment, and the Court's Plan of Allocation order(s) authorizing distribution of the Net Settlement Fund to Class Members. The Parties and their Counsel shall not be liable for any act or omission of the Settlement Administrator.

11. The Court appoints JND Legal Administration as Escrow Agent to maintain the Escrow Account. The Escrow Agent is authorized and directed to act in accordance with the Settlement Agreement and Supplemental Agreements. Except as set forth in paragraph 6.20 of the Settlement Agreement, the Parties and their Counsel shall not be liable for any act or omission of the Escrow Agent or loss for the funds in the Escrow Account.

12. Pursuant to 12 O.S. §2023(E), a Final Fairness Hearing shall be held on September 18, 2023 at 10:30 a.m. in the District Court of Blaine County, Oklahoma, to, among other related matters:

- a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class;

b. determine whether the notice method utilized: (i) constituted the best practicable notice under the circumstances and applicable legal standards; (ii) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement, 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) met applicable Constitutional standard and all applicable requirements of §2023 and any other applicable law;

c. determine whether a final Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement, and making the other findings and rulings provided therein, all in accordance with the Settlement Agreement;

d. determine the proper method of allocation and distribution of the Settlement Fund among Participating Class Members;

e. determine whether the applications for Plaintiffs' Attorneys' Fees, reimbursement for Litigation Expenses, and a Case Contribution Award to Class Representatives are fair and reasonable and should be approved; and

f. rule on such other matters as the Court may deem appropriate.

13. The Court reserves the right to adjourn, continue, and reconvene the Final Fairness Hearing, or any aspect thereof, including the consideration for the application for Plaintiffs' Attorneys' Fees and reimbursement of Litigation Expenses, without further notice to the Settlement Class. The Settlement Administrator will update the website maintained pursuant to paragraph 8(c) of this Order to reflect the current information about the date and time for the Final Fairness Hearing.

14. The Court reserves the right to continue the Final Fairness Hearing to a later date than the date provided for in the formal notices to the Settlement Class, and to approve the Settlement at or after the Final Fairness Hearing without further notice to the Settlement Class.

15. Class Members wishing to exclude themselves from the Settlement Class pursuant to 12 O.S. §2023(C)(4) must submit to the Settlement Administrator a valid and timely Request for Exclusion. Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *DDL Oil & Gas, LLC, et al. v. Diversified Production, LLC, successor by merger with Tapstone Energy, LLC*; and (iii) a description of the Class Member's interest in any wells for which it has received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on the Settlement Administrator and received no later than 5 p.m. CDT on September 4, 2023, 2023. Requests for Exclusion may be mailed as follows:

Settlement Administrator:

DDL-Tapstone Settlement
c/o JND Legal Administration, Settlement Administrator
PO Box 91205
Seattle, WA 98111

Requests for Exclusion may not be submitted through the website or by telephone, facsimile, or e-mail. Any Class Member that has not timely and properly submitted a Request for Exclusion shall be included in the Settlement and shall be bound by the terms of the Settlement Agreement in the event it is finally approved by the Court.

16. Any Participating Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Initial Plan of Allocation, the request for Plaintiffs' Attorneys' Fees and Litigation Expenses, or the request for a Case Contribution Award to Class Representative may file an objection. An objector must file with the Court a written objection containing the following: (a) a heading referring to *DDL Oil & Gas, LLC v. Diversified Production, LLC, successor by merger with Tapstone Energy, LLC.*, Case No. CJ-2019-17, and to the District Court of Blaine County, State of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and telephone number; (c) a reasonably detailed statement of each objection; (d) the objector's name, current address, and current telephone number; (e) the objector's signature; (f) identification of the objector's interest in wells from which the objector has received payments by or on behalf of Defendant (by well name, payee well number, and county in

which the well is located) during the Claim Period; and (g) if the objector is objecting to any portion of the Plaintiffs' Attorneys' Fees or Litigation Expenses sought by Plaintiffs' Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of Plaintiffs' Attorneys' Fees and/or Litigation Expenses he/she believes is fair and reasonable and the portion that is not. If the objector intends to appear and request permission to speak at the Final Fairness Hearing, either in person or through counsel, then the objector must also provide: (i) a list of any witnesses the objector wishes to call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Oklahoma Evidence Code and the Local Rules of the Court, where applicable); (ii) a list of and/or copies of any exhibits the objector may seek to use at the Final Fairness Hearing; and (iii) a list of any legal authority the objector may present at the Final Fairness Hearing. Such written objections must be filed with the Court no later than 5 p.m. CDT on September 4, 2023.

Any Class Member who fails to timely file and serve such written statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing and such failure will render any such attempted objection untimely and of no effect. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Final Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Final Fairness

Hearing, will be in the sole discretion of the Court. Either or both Party's counsel may file any reply or response to any objections no later than September 11, 2023. The procedures set forth in this paragraph do not supplant, but are in addition to, any procedures required by Oklahoma law.

17. Any objector who timely files and serves a valid written objection in accordance with the above paragraph may also appear at the Final Fairness Hearing, either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to present any objection at the Final Fairness Hearing must comply with the Local Rules of this Court (where applicable) in addition to the requirements set forth in paragraph 16 above.

18. No later than August 18, 2023, if the Settlement has not been terminated pursuant to the Settlement Agreement, Plaintiffs' Counsel and Plaintiffs shall move for: (a) final approval of the Settlement; (b) entry of a Judgment in substantially the same form as Exhibit 2 to the Settlement Agreement; (c) final approval of the Allocation Methodology and Initial Plan of Allocation; and (d) Plaintiffs' Attorneys' Fees, reimbursement of Litigation Expenses, and/or a Case Contribution Award.

19. If the Settlement is not approved by the Court, is terminated in accordance with the terms of the Settlement Agreement, or a Judgment approving it is entered that does not become Final and Non-Appealable for any reason whatsoever, the Settlement, Settlement Agreement, and any actions to be taken in connection therewith (including this Order and any Judgment entered herein), shall be terminated and become void and of no further force and effect as described in the Settlement Agreement (including, but not

limited to paragraph 9.4 of the Settlement Agreement). Any obligations or provisions relating to the refund of Plaintiffs' Attorney's Fees, Litigation Expenses, and the settlement amount; the payment of Administration, Notice, and Distribution Costs already incurred; and any other obligation or provision in the Settlement Agreement or Supplemental Agreements that expressly pertains to the termination of the Settlement or events to occur after the termination, shall survive termination of the Settlement Agreement and Settlement.

20. All proceedings in the Litigation, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final approval of the Settlement, Class Representatives and all Class Members are barred, enjoined, and restrained from commencing, prosecuting, continuing, or asserting in any forum, either directly or indirectly, on their own behalf or on the behalf of any other person or class, any Released Claim against Released Parties.

21. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, is 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 in evidence in any action or proceeding by or against any Party in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement between Defendant and any Class Member(s), the provisions of the Settlement Agreement, or the provisions of any related agreement, order, judgment or release. This Order shall not be construed or used as an

admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the propriety of maintaining this Litigation as a contested class action and Defendant specifically denies any such fault, wrongdoing, breach, liability, and allegation regarding certification for litigation (as opposed to settlement) purposes. This Order shall not be construed or used as an admission, concession, or declaration by or against Class Representatives or the Settlement Class that their claims lack merit or that the relief requested in the Litigation is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have with respect to the Litigation in the event the Settlement is terminated. Moreover, the Settlement and any proceedings taken pursuant to the Settlement are for settlement purposes only.

22. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, hereby retains jurisdiction over this Litigation to consider all further matters arising out of or connected with the Settlement reflected in the Settlement Agreement, including enforcement of the releases provided for in the Settlement Agreement. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, also hereby retains jurisdiction over this Litigation to administer all other matters related to the enforcement of the Settlement Agreement and Settlement and the orders of the Court related thereto.

23. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further written notice to the Settlement Class.

IT IS SO ORDERED this 7th day of July 2023.


DISTRICT COURT JUDGE

APPROVED AS TO FORM:

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