**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**
**WHEELING DIVISION**

**DENVER STARCHER, on behalf of himself and all other persons and entities similarly situated,**

**Plaintiffs,**

**v.** **Civil Action No. 5:23-cv-61**

**SOUTHWESTERN ENERGY COMPANY, a foreign corporation, TRIAD HUNTER, LLC, a foreign limited liability company dba Triad Hunter nka as SWN PRODUCTION (OHIO), LLC, a foreign limited liability company, and SWN PRODUCTION COMPANY, LLC, a foreign limited liability company,**

**Defendants.**

# CLASS ACTION SETTLEMENT AGREEMENT

This CLASS ACTION SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into by, between, and among, Expand Energy Corporation ("Expand Energy") and Expand Appalachia LLC ("Expand Appalachia") (together, "Expand" or "Defendants"), defendants in *Denver Starcher v. Southwestern Energy Company, et al.*, Case No. 5:23-cv-61 (N.D.W. Va.),[1] and Denver Starcher ("Plaintiff"), on behalf of himself and as the class representative for the Settlement Class defined below.

## RECITALS

1. Plaintiff, as lessor, and Expand Appalachia, as lessee, are parties to an oil and gas lease dated March 1, 2011, between Denver R. Starcher, II and Triad Hunter, LLC, covering Map 13, Parcels 1, 5, and 9.6, containing 195.98 acres, more or less.

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[1]This case was originally filed against Triad Hunter, LLC ("Triad"); SWN Production (Ohio), LLC ("SWNPO"); SWN Production Company, LLC ("SWNPC"); and Southwestern Energy Company ("Southwestern"). On or about April 30, 2021, Triad, through a series of mergers and name changes, became SWNPO. Effective December 29, 2023, SWNPO merged into SWNPC. Then, on or about October 1, 2024, Southwestern Energy Company, SWNPC's parent company, merged with Chesapeake Energy Corporation and the combined company became Expand Energy Corporation. SWNPC subsequently merged into Expand Appalachia LLC.

2. Plaintiff asserted claims against Defendants arising from the calculation of royalty payments for oil and gas produced and sold from wells located in West Virginia. These claims were litigated and/or otherwise disputed by Defendants.

3. Class Counsel and Defendants engaged in arm's-length negotiations in the interest of resolving this dispute. As part of the negotiation process, the Parties engaged in mediation before Donald B. O'Dell. Plaintiff and Defendants reached this class-wide settlement agreement and will submit it as an attachment to the Preliminary Approval Motion for the Court's approval on the earliest convenient date.

4. Plaintiff has concluded that it is in his best interests and the interests of the Settlement Class to enter into this Settlement Agreement to avoid the uncertainties of continued litigation and appeals, particularly given the complexity of this litigation. Defendants have agreed, despite their belief that they are not liable for the claims asserted and have good defenses thereto, and without admission of any wrongdoing of any kind, to enter into this Settlement Agreement in order to avoid the time, expense and uncertainty of litigation and to further their relationship with their lessors.

5. While Defendants believe this Settlement Agreement can and should be approved to avoid the time, expense, and uncertainty of litigation, in the event the Settlement Agreement does not receive final approval from the Court or is terminated according to its terms, Defendants expressly reserve any and all defenses available to them, including the right to challenge and further appeal class certification and to insist on individual litigation of each Plaintiff's dispute and each Settlement Class Member's dispute. Plaintiff likewise reserves his right to proceed with his claims if the settlement is not approved.

6. In light of the investigations undertaken and conclusions reached by the Parties and discussed above, the Parties agree, subject to approval by the Court, to fully and finally compromise, settle, extinguish and resolve the Settled Claims under the terms and conditions set forth in this Settlement Agreement.

## AGREEMENT FOR SETTLEMENT PURPOSES ONLY

This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained herein, nor any negotiations or proceedings related thereto, nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged by Plaintiff of any wrongdoing, fault, violation of law, breach of contract, or liability of any kind on the part of Defendants or any admission by Defendants of any claim or allegation made in any demand of, action against, or proceeding against Defendants, or as a waiver of any applicable defense, including, without limitation, any applicable statute of limitations. This Settlement Agreement and its exhibits shall not be offered or be admissible in evidence against Plaintiff or Defendants or the Settlement Class Members in any action or proceeding in any forum for any purpose whatsoever, except any action or proceeding brought to enforce its terms.

## AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiff, on

behalf of himself, and the putative class, and Defendants hereby contract, covenant and agree that the Settled Claims are fully resolved, settled, compromised, extinguished and dismissed on the merits and with prejudice, subject to the approval of the Court, on the following terms and conditions:

1. Definitions. When used in this Settlement Agreement, unless otherwise specifically indicated, the following terms shall have the respective meanings assigned to them in this paragraph:

1.1 "Class Administrator" means the class administrator approved by the Court. The parties agree, subject to Court approval, that the Class Administrator shall be John S. Jenkins, CPA, and the firm of Smith Cochran Hicks, PLLC.

1.2 "Class Counsel" is defined as follows:

Christian E. Turak
Jeremy M. McGraw
Gold, Khourey& Turak, L.C.
510 Tomlinson Avenue
Moundsville, WV 26041
Phone: (304) 845-9750
Fax: (304) 845-9750
Email: cet@gkt.com
jmm@gkt.com

Daniel J. Guida
Guida Law Offices, PLLC
3374 Main Street
Weirton, WV 26062
Phone: (304) 748-1213
Fax: (304) 748-1225
Email: guidalaw@comcast.net

1.3 "Class Leases" means Defendants' oil and gas leases in West Virginia which contain the following royalty payment provision, without regard to whether the royalty is one-eighth or some other figure:

> "In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay to Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines. In either case the Lessor to pay his royalty share of any expense, if any, for treating the oil from any well to make it marketable as crude; (B) To pay to the Lessor, as royalty, for the gas, including casinghead gas, coalbed methane gas,

and other gaseous substances produced from each well drilled thereon, and marketed and used off the premises, one-eighth (1/8) of the price paid to Lessee at the well of such gas, less any charges for gathering, transportation, compression or line loss."

1.4 "Class Period" means the period from May 6, 2016 through the Effective Date.

1.5 "Court" means the United States District Court for the Northern District of West Virginia.

1.6 "Defendants" or "Expand" means Expand Energy Corporation; Expand Appalachia LLC; their predecessors; and their affiliates, including Expand Operating LLC. For clarity, "Defendants" or "Expand" also includes Southwestern Energy Company; SWN Production Company, LLC; Triad Hunter, LLC; Blue Ridge Mountain Resources, Inc.; Eclipse Resources I, L.P.; Eclipse Resources I, L.P; SWN Production (Ohio), LLC and their affiliates.

1.7 "Defendants' Counsel" means the following attorneys:

Jennifer J. Hicks
Timothy M. Miller
Ramonda Marling
**BABST CALLAND CLEMENTS & ZOMNIR, P.C.**
300 Summers Street, Suite 1000
Charleston, West Virginia 25301
Phone:(681) 205-8888
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Marc S. Tabolsky
Hicks Johnson, PLLC
1550 Lamar Street, Suite 1900
Houston, Texas 77010
Phone: (713) 357-5150
Email:mtabolsky@hicksjohnson.com

1.8 "Effective Date" shall be the date when each and all of the following conditions have occurred:

1.8.1 The Settlement Agreement has been fully executed by all the Parties and their counsel;

1.8.2 The Preliminary Approval Order has been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Settlement Notice;

1.8.3 The Court-approved Settlement Notice has been mailed and published as ordered by the Court;

1.8.4 The Court has approved and entered the Final Judgment, thereby approving this Settlement Agreement and dismissing the Settled Claims with prejudice; and

1.8.5 The Final Judgment becomes Final as defined in paragraph 1.10, below.

1.9 "Excluded Member" means any person or entity who falls within the Settlement Class definition but who elects to be excluded from the Settlement Class and submits a valid and timely Request for Exclusion.

1.10 "Final" means that (a) the Final Judgment is a final, appealable order; and (b) either (i) no appeal has been taken from the Final Judgment as of the date on which all times to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the Final Judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Final Judgment in all material respects. Notwithstanding the foregoing, Defendants may seek relief solely to enforce this Agreement or the Final Judgment and may pursue appellate review of an order that materially alters, vacates, or refuses to enforce the Settlement.

1.11 "Final Judgment" means the Final Judgment and Order of Dismissal with Prejudice to be entered by the Court substantially in the form attached hereto as **Exhibit A** upon final approval of the Settlement, as provided in paragraph 8 of this Settlement Agreement. It is understood and agreed that the Final Judgment shall have no *res judicata*, collateral estoppel, or other preclusive effect as to any claims other than the Settled Claims.

1.12 "*Starcher*" means the civil action styled *Denver Starcher v. Southwestern Energy Company,* Civil Action No. 5:23-cv-61,on the docket of the United States District Court for the Northern District of West Virginia.

1.13 "Incentive Award Payments" means the amount of any class representative incentive awards granted by the Court and paid pursuant to paragraph 17.7.2.

1.14 "Including" and "include(s)" mean "including or include(s), without limitation."

1.15 "Parties" means Plaintiff and Defendants.

1.16 "Plaintiff" refers to Denver Starcher.

1.17 "Plan of Administration" means the Plan of Administration and Distribution as set forth in **Exhibit B** hereto, describing the specific procedures and processes for the administration, allocation, and distribution of the Settlement Funds.

1.18 "Plan of Allocation" means the methodology pursuant to which the Settlement Funds will be allocated among the Settlement Class Members as provided in Section 2 of the Plan of Administration.

1.19 "Preliminary Approval Order" means the order entered by the Court pursuant to paragraph 3 below and in the form attached as **Exhibit C**, preliminarily approving the Settlement, approving the form and manner of the Settlement Notice, and setting a date certain for the settlement fairness hearing.

1.20 "Request for Exclusion" means a timely and properly submitted written request to be excluded from the Settlement Class. A request for exclusion is not timely and properly submitted unless it is in writing, is signed by the person or entity requesting exclusion, is mailed to the Class Administrator, postmarked no later than the due date established by the Court in the Preliminary Approval Order, and otherwise complies with the instructions contained in the Settlement Notice. The request for exclusion must be personally signed by any natural person requesting exclusion; it cannot be signed by that person's lawyer or other agent, unless the person is incapacitated. Requests for exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed by a duly-authorized officer, partner, or managing agent. A request for exclusion is also not properly submitted or valid if it requests a qualified or partial exclusion or any other qualification.

1.21 "Settled Claims" means any and all claims and causes of action plead or that could have been plead related to the payment of royalties by Defendants under a Class Lease (including, but not limited to, breach of contract, unjust enrichment, accounting, alter ego, declaratory relief, and prejudgment, statutory, and other interest claims and penalties, including late payment claims, regardless of whether known or unknown).

1.22 "Settlement" means the settlement embodied in this Settlement Agreement and the Final Judgment.

1.23 "Settlement Agreement" or "Agreement" means this Settlement Agreement, including all exhibits hereto.

1.24 "Settlement Class" means all the class members, including their affiliates, predecessors, and successors-in-interest, and any other persons who are, or were, lessors to a Class Lease and/or owners of a royalty interest subject to a Class Lease and received royalty payments from Defendants during the period from May 6, 2016 through the Effective Date, according to the business records maintained by Expand Appalachia LLC. The Settlement Class includes any person or entity who inherited or purchased or otherwise has the right to receive accrued, unpaid, or underpaid royalties related to the above-referenced royalty payments. The Settlement Class excludes: (a) Any person or entity whose lease has any addendum, amendment, and/or settlement language that amends or alters the Triad Royalty Language; (b) Any person or entity whose royalty

underpayment claim against Defendants is subject to a binding arbitration provision, a venue provision requiring suit to be brought outside of West Virginia, or a choice of law provision requiring the application of substantive law of any state other than West Virginia; (c) Expand to the extent of any mineral ownership or royalty paid under the Class Leases; (d) Any oil and gas interest owned by any federal, state, or municipal governmental entity; (e) Agencies, departments, or instrumentalities of the United States of America; (f) Publicly traded oil and gas exploration companies and their affiliates; (g) Any owner of a working interest.

1.25 "Settlement Class Member" means every member of the Settlement Class who does not submit a valid and timely Request for Exclusion.

1.26 "Settlement Notice" means the notice substantially in the form attached as **Exhibit D**, or such other comparable notice(s) approved by the Court, which is to be given to the Settlement Class as provided in paragraph 4 below. The Settlement Notice as determined to be appropriate and approved by the Court and meeting the criteria in paragraph 4, below, shall be regarded as and is the best notice practicable under the circumstances.

1.27 "Triad Royalty Language" means the language in Class Leases requiring a royalty based on:

> "In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay to Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines. In either case the Lessor to pay his royalty share of any expense, if any, for treating the oil from any well to make it marketable as crude; (B) To pay to the Lessor, as royalty, for the gas, including casinghead gas, coalbed methane gas, and other gaseous substances produced from each well drilled thereon, and marketed and used off the premises, one-eighth (1/8) of the price paid to Lessee at the well of such gas, less any charges for gathering, transportation, compression or line loss."

2. Best Efforts to Garner Settlement's Approval. The Parties and Class Counsel agree to recommend that the Court approve the Settlement and further agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other reasonable steps and efforts that may be necessary or appropriate to implement the terms of this Settlement Agreement and to garner Final Approval. The Parties agree that they will not take any steps to suggest or recommend that members of the Settlement Class should opt out of or elect to be excluded from this Settlement Agreement. Class Counsel further agrees that they will not assist any member of the Settlement Class who opts out of or elects to be excluded from this Settlement Agreement in the prosecution of any royalty claims that would have been settled in this Settlement Agreement but for that person or entity's election to be excluded from this Settlement Agreement. Class Counsel further agrees that they will not accept any attorney or referral fees related to the

prosecution of any royalty claims that would have been settled in this Settlement Agreement but for the person or entity's election to be excluded from this Settlement Agreement.

3. Motion for Preliminary Approval. Plaintiff shall submit to the Court a motion for preliminary approval of the Settlement, which shall include a request for entry of the Preliminary Approval Order and a request to continue the stay of all proceedings in *Starcher* until the Court has approved this Settlement Agreement and entered the Final Judgment. Plaintiff shall provide said motion to Defendants in advance of filing to ensure consistency with this Settlement Agreement. It is expressly understood that by entering into this Settlement Agreement and by filing a paper supporting Plaintiff's renewed motion for preliminary approval of the Settlement, Defendants do so for settlement purposes only. Defendants expressly reserve the right to oppose or further appeal certification of a litigation class in the event the Court denies Plaintiff's Motion for Preliminary Approval.

4. Class Notice. Within sixty (60) days after the Court's entry of the Preliminary Approval Order or a date otherwise established by the Court, the Class Administrator shall provide the Settlement Notice to the Settlement Class in the manner approved by the Court, which Settlement Notice shall include: (1) mailing the Settlement Notice by first-class mail, postage pre-paid, to individuals and entities who are in the Settlement Class and for whom Defendants have addresses available from their business records; and (2) publication of the Settlement Notice in a newspaper of general circulation in a manner reasonably calculated to alert members of the Settlement Class of this agreement, the opportunity to participate in it, and the requirements for participation, which includes at a minimum publication in a newspaper of general circulation in Wetzel County, West Virginia and Tyler County, West Virginia substantially in the form attached as Exhibit D-1 (the "Publication Notice"). The Parties reserve the right to extend or otherwise amend this time frame as set forth in this Settlement Agreement. To the extent that any Settlement Notices are returned because an individual or entity who is in the Settlement Class does not reside at the address provided, the Class Administrator shall take reasonable steps to obtain a valid address and re-mail the Settlement Notice. Defendants shall send a timely and proper notice(s) of this Settlement to all appropriate federal and state officials as required by the Class Action Fairness Act of 2005 ("CAFA"), including under 28 U.S.C. §1715, if necessary.

5. Settlement Funds.

5.1 Settlement Funds. This settlement shall be a common fund based on class member participation in the settlement, with all payments to Settlement Class Members, attorneys' fees and expenses, and class administration fees and expenses, to come out of the fund.

5.2 Calculation of Settlement Funds.

5.2.1 Settlement Payment. Defendants agree to make a payment of $6,000,000.00 (Six Million Dollars)(the "Gross Settlement Amount") to the Class Administrator, which would be distributed to Settlement Class members in accordance with the Plan of Allocation, after adding any interest accruing from the Qualified Settlement Fund ("QSF") account holding the Gross Settlement Amount and subtracting any litigation expenses, attorneys' fees, Incentive Award Payment(s), class administration fees and expenses, including Qualified Settlement Fund taxes/QSF taxes, and other approved deductions and adjustments as approved by

the Court. The Parties acknowledge that this payment amount may be reduced pursuant to paragraph 7 to reflect opt-outs from the Settlement Class. The amount of funds available to Settlement Class Members pursuant to this Section 5.2.1 is the "Net Distributable Settlement Amount". The Opt-Out Refund Amount (as defined below) shall be calculated and refunded independently of the later determination of the Net Distributable Settlement Amount.

5.2.2 Class Counsel Fees. The Parties agree that attorney fees and expenses will be paid to Class Counsel from the Settlement Fund, in an amount to be determined by the Court.

5.2.3 Class Administration Fees and Expenses. The Parties agree that class administration fees and expenses, including the fees of the Class Administrator and all reasonable out-of-pocket costs and third-party expenses incurred in connection with the administration of the Settlement, shall be paid from the Settlement Fund, in an aggregate amount not to exceed $250,000 without further approval by the Court. Such fees and expenses may be paid by the Class Administrator periodically from the Settlement Fund as services are performed and expenses are incurred. If extraordinary or unanticipated circumstances materially increase the services or expenses necessary to complete the administration of the Settlement, the Class Administrator may seek Court approval for payment of additional fees and expenses from the Settlement Fund in excess of $250,000.

5.2.4 Incentive Award Payments. The Parties agree that any Incentive Award Payments will be paid to Denver Starcher from the Settlement Fund, in an amount to be determined by the Court.

5.3 Administration of Settlement.

5.3.1 Defendants shall pay the Settlement Fund to the Class Administrator within ten (10) business days after the Court enters the Preliminary Approval Order. The Class Administrator shall establish a Settlement Fund to be maintained as a QSF within the meaning of and as defined in §468B of the U.S. Internal Revenue Code and Treasury Regulation §1.468B-1 et seq. The Class Administrator shall maintain the QSF in an appropriate, secure interest-bearing account in a bank that is organized and doing business under the laws of the United States and the State of West Virginia. The Class Administrator will hold the monies in the Settlement Fund pending final approval and distribution. All interest earned on the QSF account shall become part of the Settlement Fund.

5.3.2 Within ten (10) days after the Effective Date, the Class Administrator shall pay from the Settlement Funds to Class Counsel (or to their designee(s)) the attorneys' fees and litigation expenses awarded by the Court, and shall pay from the Settlement Funds to Plaintiffs the Incentive Award Payment(s) awarded by the Court, if any.

5.3.3 Class Counsel and Defendants shall provide such records and information, including electronic data, in their possession, custody, or control, as may be reasonably necessary for the Class Administrator to prepare a list of the members of the Settlement Class, mail the Settlement Notice to the members of the Settlement Class, allocate the Settlement Funds among the Settlement Class Members in accordance with the Plan of Allocation, and

otherwise properly administer the Settlement in accordance with the Plan of Administration. Payments of the Settlement Funds to and among the Settlement Class Members, net of litigation expenses, attorneys' fees, Incentive Award Payments, and Class Administrator fees and expenses, shall be made in accordance with the Plan of Administration. Class Counsel and Defendants shall also provide such records and information, including electronic data, in their possession, custody, or control, as may be requested by the Class Administrator to confirm the accuracy of payments required under this Settlement Agreement and/or to respond to inquiries from members of the Settlement Class. The Class Administrator and Class Counsel shall provide Defendants with full transparency into the class administration, including but not limited to the list of members of the Settlement Class; notices sent to members of the Settlement Class and any responses, inquiries, or communications with or related to the members of the Settlement Class; Requests for Exclusions; the calculation of the volumes attributable to Excluded Members; and the calculation and distribution of settlement payments.

5.4 No Further Payment Obligations. Upon paying the Settlement Funds required under the Plan of Administration to Settlement Class Members, Defendants shall have no further payment obligations to the Settlement Class Members, Class Counsel, Class Administrator, or any other person whatsoever under this Settlement Agreement.

5.5 No Obligations for Attorneys' Fees or Litigation Expenses. Defendants shall have no obligation whatsoever to pay any attorneys' fees or litigation expenses of Plaintiffs, Class Counsel, or Settlement Class Members, or any Incentive Award Payments to Plaintiffs, any and all of whom shall look exclusively to the Court for an award of attorneys' fees, litigation expenses, or Incentive Award Payments from the Settlement Funds.

5.6 Class Administrator Fees and Expenses. Defendants shall have no obligation whatsoever to pay any Class Administrator fees and expenses separate from or in addition to the Settlement Fund. All reasonable Class Administrator fees and expenses shall be paid exclusively from the Settlement Fund in accordance with Section 5.2.3.

6. Royalty Calculation. Effective for production that occurs on and after the Effective Date, the Parties agree that Defendants shall not deduct, charge, allocate, recoup, or otherwise reduce royalties payable under any Class Member's Class Lease for any processing costs or fractionation costs or any other post-production costs except compression costs, gathering costs, transportation costs, or line-loss deductions.

The Parties expressly acknowledge and agree that this Settlement Agreement does not resolve, adjudicate, waive, release, concede, establish, or otherwise affect any claim, defense, right, obligation, or legal position regarding whether compression costs, gathering costs, transportation costs, or line-loss deductions are or are not properly deductible under the Class Leases, except that all claims related to all deductions for post-production costs, including but not limited to compression costs, gathering costs, transportation costs, processing costs, fractionation costs, or line-loss deductions incurred prior to the Effective Date shall be and are settled, compromised, waived and released. The Parties expressly reserve all rights, claims, defenses, and legal positions concerning the deductibility or non-deductibility of such compression, gathering, and transportation costs and line loss deductions going forward.

For purposes of this Settlement Agreement, "Processing Costs" and "Fractionation Costs" shall mean any and all costs, fees, charges, expenses, deductions, or other amounts charged, invoiced, or recovered by any processor, plant operator, fractionator, affiliate, or third party incurred for the processing, extraction, separation, conditioning, purification, fractionation, or enhancement of natural gas, natural gas liquids, condensate associated with processing and fractionation, or any constituent hydrocarbons associated with processing and fractionation. In addition to the above, "Processing Costs" and "Fractionation Costs" shall include any and all costs charged or invoiced to Defendants in the "Fee Summary" on a MarkWest Percent of Proceeds Statement. "Processing Costs" and "Fractionation Costs" shall also include the C2 T&F Fee; C3+ T&F Fee; Logistics & Transportation Costs; Marketing & Scheduling Fee; and Processing BRM fee set forth on the Blue Racer Midstream Invoice.

Defendants shall not avoid or circumvent the prohibitions set forth herein by recharacterizing processing costs, fractionation costs, or similar charges under another name, category, accounting treatment, contractual arrangement, affiliate transaction, net-back calculation, retained-volume methodology, percentage-of-proceeds arrangement, or other mechanism that is not related to compression, gathering, transportation and line-loss. Any cost that is, in substance, a processing or fractionation cost shall be deemed prohibited notwithstanding its description in any invoice, statement, contract, or accounting record.

The parties agree that the provisions of this Section 6 shall be incorporated in the Final Approval Order and Judgment.

7. Settlement Fund Adjustment. Following the Opt-Out Deadline and completion of the reporting necessary to identify valid opt-outs, the Settlement Fund shall be reduced pro rata by volumes of gas allocated to those Excluded Members who elected to opt out of the Settlement. This is an automatic adjustment to the Settlement Fund before any other adjustments for attorneys' fees and expenses, Incentive Award Payments, or class administration fees or expenses. Within ten (10) days of calculating the amount attributable to opt-outs, the Class Administrator shall refund said amount (without interest) to Defendants (the "Opt-Out Refund Amount"). No other portion of the Gross Settlement Amount shall revert or be returned to Defendants.

For purposes of calculating the percentage of gas volume allocated to Excluded Members under this provision, the Settlement Administrator shall determine the total production attributable to each Settlement Class Member, by combining the total residue gas, expressed in Mcf, for which royalty was paid with the equivalent gas volume attributable to any natural gas liquids for which royalty was paid. The equivalent gas volume of natural gas liquids shall be determined by applying a uniform assumed energy-content conversion factor of 0.085 MMBtu per gallon of natural gas liquids, regardless of product type, and converting the resulting MMBtu to an equivalent Mcf using an assumed heating value of 1.037 MMBtu per Mcf. The resulting equivalent gas volume shall be added to the residue gas volumes for purposes of percentage associated with any specific Excluded Member.

8. Order, Final Judgment, and Dismissal. If the Court finally approves this Settlement Agreement, then the Parties jointly and promptly shall seek entry of the Final Judgment in the form attached hereto as Exhibit A. The Parties intend that the language in the Final Judgment shall

conform to the language in this Settlement Agreement, and the Parties will modify Exhibit A if necessary to ensure such conformity.

9. Conditions Precedent to Agreement's Effect. This Settlement Agreement shall become final, binding and effective upon the Effective Date, and not before then.

10. Modifications. Any modification to this Settlement Agreement or its exhibits, whether modified by the Parties or any court, must be approved in writing signed by the Parties or their authorized representatives to be binding.

11. Release.

11.1.1 As of the Effective Date, Plaintiffs and the Settlement Class Members, and each of them, for themselves and their respective heirs, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, successors and assigns, hereby expressly agree that they fully and forever release and discharge Defendants, and their parents, present and former affiliates, and subsidiaries, and their respective predecessors, successors, assigns, present, former and future officers, directors, employees, agents, any third party payment processors, independent contractors, successors, assigns, insurers, attorneys and legal representatives (collectively, "Defendants Releasees") from any and all claims that were asserted or could have been asserted related to payments made pursuant to the Class Leases, including but not limited to breach of contract; unjust enrichment; accounting; alter ego; declaratory relief; and prejudgment, statutory, and other interest claims and penalties, including late payment claims, regardless of whether known or unknown, and covenant, stipulate, and agree that they will not commence, participate in, prosecute or cause to be commenced or prosecuted against the Defendants Releasees (i) any action or other proceeding based upon any of the Settled Claims released pursuant to this Settlement Agreement, or (ii) any action or other proceeding attacking, seeking to invalidate, or seeking to limit the Release provided pursuant to this Settlement Agreement. For the avoidance of doubt, the Release applies to claims based on all production of oil and gas through the Effective Date.

11.1.2 The Parties acknowledge and agree that the relief afforded under this Settlement Agreement fully and completely compromises the Settlement Class Members' claims for relief in *Starcher*.

11.1.3 Plaintiffs and Class Counsel agree, upon reasonable request by Defendants, to provide reasonable cooperation concerning the existence, terms, and scope of the Release provided pursuant to this Settlement Agreement in connection with any action or proceeding in which a Settlement Class Member seeks to assert a claim that Defendants contend is subject to the Release. Such cooperation shall be limited to providing non-privileged information or documentation reasonably available to Plaintiffs or Class Counsel concerning the Settlement and the Release and, if reasonably necessary, confirming the terms and finality of the Settlement. Nothing herein shall require Plaintiffs or Class Counsel to appear as a party, intervene in any action or proceeding, file any pleading or brief, undertake or participate in any litigation, incur any cost or expense, or advocate on behalf of Defendants concerning the interpretation, scope, validity, or enforceability of the Release. Class Counsel will not appear as a party, intervene in any action or proceeding, file any pleading or brief, undertake or participate in any litigation, or advocate on

behalf of any individual or entity in any effort to assert a claim that is subject to the Release. Defendants shall be solely responsible for asserting and enforcing the Release and for all costs and expenses associated therewith.

12. Authority and Capacity to Execute. Each person signing this Settlement Agreement on behalf of a Party represents that such signatory has the full and complete power, authority and capacity to execute and deliver this Settlement Agreement and any documents to be executed pursuant hereto, that all formalities necessary to authorize execution of this Settlement Agreement so as to bind the principal, limited liability company, trust, partnership or corporation have been undertaken, and that upon the occurrence of the Effective Date, this Settlement Agreement will constitute the valid and legally binding obligation of each such Party hereto, enforceable by and against that Party in accordance with its terms. Denver Starcher represents and warrants that he has not sold or assigned the claims asserted in the operative Complaint or that are being settled in this Settlement Agreement.

13. Successors and Assigns. This Settlement Agreement is binding upon and will inure to the benefit of each of the Parties hereto and their respective agents, officers, directors, shareholders, employees, consultants, heirs, devisees, legal representatives, attorneys, successors and assigns.

14. Construction. The language of all parts of this Settlement Agreement and its exhibits will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. All Parties have participated in the preparation of this Settlement Agreement and its exhibits, and no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting this Settlement Agreement or its exhibits, or any part thereof, shall be applied or invoked.

15. Disputed Claims. It is understood that this Settlement Agreement constitutes a compromise of highly disputed claims, and that neither (a) the consideration provided for herein, (b) the entry into the Settlement Agreement or stipulation to the Final Judgment, nor (c) any recital contained herein, will be construed, interpreted, or admissible as an admission of liability by or on behalf of any Party hereto, all such liability being expressly denied, regardless of whether this Settlement Agreement becomes Final. In the event that the Settlement Agreement does not become Final, then this Settlement Agreement shall be of no force or effect, and the Settlement Agreement and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any Party, shall not be deemed or construed to be an admission or evidence of any liability or wrongdoing by Defendants or of the truth of any of the claims or allegations contained in the complaint or any other pleading, and evidence thereof shall not be discoverable or used directly or indirectly, in any way. The Parties expressly reserve all of their respective rights, claims and defenses if this Settlement Agreement does not become final.

The Parties agree that the Settlement Class will be certified for settlement purposes only, that this Settlement shall not be construed to represent either an assertion or concession that such a class would be manageable or appropriately certified for litigation, arbitration or trial, and in the event this Settlement Agreement is not given final approval or this Settlement is not finalized for any reason whatsoever, the Parties acknowledge and agree that Defendants remain free to challenge whether this proposed class or any other proposed classes are properly certifiable in this

litigation, or anywhere else, and Plaintiff shall not argue that anything in this Settlement Agreement limits Defendants' right to do so.

The Parties further agree that by entering into this Settlement Agreement and seeking Preliminary Approval and/or Final Approval, neither Party waives or in any way diminishes its right to demand that any disputes arising from the Class Leases be decided in individual, binding arbitration pursuant to the arbitration clause, if any, in any given lease or by litigation. Moreover, neither the fact of this Settlement Agreement nor the fact that the Parties are seeking court approval of this Settlement should be construed that the Parties or the Class Leases have agreed to or contemplated that disputes as to royalty payments may be resolved on a class-wide basis in arbitration or otherwise.

16. Survival of Covenants and Representations. All covenants and representations contained in this Settlement Agreement are contractual in nature, are not mere recitals, and will survive the execution of this Settlement Agreement.

17. Miscellaneous.

17.1 Governing Law. This Settlement Agreement is and will be governed by the laws of the State of West Virginia.

17.2 Severability. In the event that a court of competent jurisdiction enters a final judgment or decision holding invalid any nonmaterial provision of this Settlement Agreement, the remainder of this Settlement Agreement will be fully enforceable. If a court of competent jurisdiction holds invalid or materially modifies any material provision of this Settlement Agreement, either Party shall be entitled to dissolve this Settlement Agreement and withdraw from the Settlement.

17.3 Counterparts. This Settlement Agreement may be executed by facsimile or electronic signatures and in counterparts, all of which will have full force and effect between the Parties, subject to all conditions precedent and subsequent set forth herein.

17.4 Integration. This Settlement Agreement and its exhibits constitute the entire agreement of the Parties and a complete merger of all prior negotiations and agreements.

17.5 Headings. The headings of the paragraphs and subparagraphs herein are intended solely for convenience or reference and will not control or influence the meaning or interpretation of any of the provisions of this Settlement Agreement.

17.6 Gender and Number. Whenever applicable, the pronouns designating the feminine, masculine and neuter will equally apply to the feminine, masculine and neuter genders; the singular will include the plural and the plural will include the singular.

17.7 Fees and Costs.

17.7.1 Defendants shall bear their own costs, expenses, and attorneys' fees incurred in connection with this Settlement, and performance of the obligations imposed hereunder. Defendants shall have no obligation to pay the litigation expenses, attorneys' fees, or

Incentive Award Payments of Plaintiffs, any Settlement Class Member, Class Counsel, or any other counsel or representative. Defendants shall have no obligation to pay the Class Administrator fees and expenses. Class Counsel will request reimbursement of Litigation Expenses and an award of attorneys' fees to be paid from the Settlement Fund created by this Settlement for the benefit of the Settlement Class Members. Class Counsel will request payment or reimbursement of Class Administrator fees and expenses to be paid from the Settlement Fund created by this Settlement for the benefit of the Settlement Class Members as provided in Sections 5.2.3 and 5.6 of this Agreement.

17.7.2 Class Counsel may also request Court approval for the payment from the Settlement Funds of Incentive Award Payments to Plaintiff Denver Starcher to be paid from the Settlement Fund created by this Settlement for the benefit of the Settlement Class Members.

17.8 Extensions of Time. The Parties reserve the right, subject to the Court's approval, to mutually agree to any reasonable extension of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

17.9 Notice. All notices called for by this Settlement Agreement shall be sent to Class Counsel on behalf of Plaintiffs, all Settlement Class Members, and all Class Counsel; and to Defendants' Counsel on behalf of Defendants. Such notice shall become effective when placed in the United States mail, prepaid first-class postage affixed, addressed to the addresses listed in paragraph 1 above. It is the responsibility of each Party to notify all other Parties of any change in any of these addresses. The Party giving notice shall make reasonable efforts also to provide copies of any notices by electronic mail or telephonic facsimile at the same time notice is placed in the mail.

17.9.1 Class Counsel, or any person acting on behalf of Class Counsel, shall not publish any form of written notice except as provided for herein without prior written approval of the content of such notice by Defendants, other than any information provided to any Court in furtherance of this Settlement Agreement.

17.9.2 It shall be the responsibility of the Class Administrator to respond to all inquiries from members of the Settlement Class. Class Counsel and Defendants' Counsel shall be provided with all inquiries from members of the Settlement Class. Further, the Class Administrator shall respond to routine inquiries using Court approved materials and will escalate any substantive legal questions, disputes or categories of inquiries regarding counsel input.

17.9.3 Plaintiff agrees that he shall not elect or seek to opt out of or exclude himself from the Settlement Class.

17.9.4 Plaintiff, Class Counsel, and Defendants hereby agree not to initiate, nor respond to, any communications with the media or press, on the Internet, or in any public forum, orally or in writing, that relate to this Settlement or the *Starcher* litigation that casts Plaintiff, Class Counsel, or Defendants in an unfavorable light or otherwise be inconsistent with the Settlement Notice, the Settlement Agreement, and Court papers filed by the Parties in connection with the Settlement Agreement.

17.10 Exhibits: The following Exhibits are attached to this Settlement Agreement:

a) Exhibit A: Final Judgment and Order of Dismissal

b) Exhibit B: Plan of Administration and Distribution

Exhibit B-1: Claim Form and Benefit Notice

Exhibit B-2: Settlement Administration Duties

c) Exhibit C: Preliminary Approval Order

d) Exhibit D: Settlement Notice

Exhibit D-1: Publication Notice

AGREED TO AND DATED AS OF THE 24TH DAY OF SEPTEMBER, 2026.

**APPROVED BY CLASS COUNSEL AND COUNSEL FOR THE PLAINTIFFS:**

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CLASS COUNSEL AND COUNSEL FOR PLAINTIFFS

**PLAINTIFF, FOR HIMSELF AND ON BEHALF OFTHE SETTLEMENT CLASS:**

DENVER STARCHER

AGREED TO AND DATED AS OF THE 24TH DAY OF SEPTEMBER, 2026.

**APPROVED BY CLASS COUNSEL AND COUNSEL FOR THE PLAINTIFFS:**

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COUNSEL FOR DEFENDANTS

**EXPAND ENERGY CORPORATION AND EXPAND APPALACHIA LLC**

Dan Lopata
Vice President – Appalachia
Expand Energy Corporation
Expand Appalachia LLC

# EXHIBIT A
# (FINAL JUDGMENT AND ORDER OF DISMISSAL)

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**
**WHEELING DIVISION**

**DENVER STARCHER, on behalf of himself and all other persons and entities similarly situated,**

**Plaintiffs,**

**v.** **Civil Action No. 5:23-cv-61**

**SOUTHWESTERN ENERGY COMPANY, a foreign corporation, TRIAD HUNTER, LLC, a foreign limited liability company dba Triad Hunter nka as SWN PRODUCTION (OHIO), LLC, a foreign limited liability company, and SWN PRODUCTION COMPANY, LLC, a foreign limited liability company,**

**Defendants.**

## [PROPOSED] FINAL ORDER AND JUDGMENT GRANTING APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on Plaintiff Denver Starcher's ("Plaintiff" or "Class Representative") Motion for Final Approval of the Class Settlement Agreement ("Motion"). Plaintiff, individually, and on behalf of the proposed Settlement Class, and Defendants Expand Energy Corporation and Expand Appalachia LLC[1] ("Defendants" and together with Plaintiff, the "Parties") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the

[1] This case was originally filed against Triad Hunter, LLC ("Triad"); SWN Production (Ohio), LLC ("SWNPO"); SWN Production Company, LLC ("SWNPC"); and Southwestern Energy Company ("Southwestern"). On or about April 30, 2021, Triad, through a series of mergers and name changes, became SWNPO. Effective December 29, 2023, SWNPO merged into SWNPC. Then, on or about October 1, 2024, Southwestern Energy Company, SWNPC's ultimate parent company, merged with Chesapeake Energy Corporation and the combined company became Expand Energy Corporation. SWNPC subsequently merged into Expand Appalachia LLC.

above-captioned litigation.

This matter concerns a putative class action, *Denver Starcher v. Southwestern Energy Company, et al.*, No. 5:23-cv-61 (the "Litigation"), in which Plaintiff raised a number of issues with Defendants related to the Class Leases,[2] including issues related to the calculation of royalty payments for oil and gas produced and sold from wells located in West Virginia. These issues were hotly litigated and/or otherwise disputed by Defendants.

The Parties, through their counsel, have entered into a Settlement Agreement following good-faith, arm's-length negotiations. The Parties have agreed to settle the Litigation, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Litigation with prejudice.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval of the Class Settlement Agreement, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

**THE COURT** is not required to conduct a trial on the merits of the case or to determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**THE COURT** makes the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, and adequate under Fed. R. Civ. P. 23, and in the best interests of the Settlement Class;

**IT IS ON THIS** ____ day of _____, 202___,

---

[2] As defined in the Class Action Settlement Agreement.

**ORDERED** that:

1. The Settlement does not constitute an admission of liability by Defendants, and the Court expressly does not make any finding of liability or wrongdoing by Defendants.

2. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

3. On [DATE], this Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a Settlement Class in this matter, including defining the class, appointed Plaintiff as the Settlement Class Representative, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Class Administrator; and (f) set the date for the Final Approval Hearing.

4. In the Order Granting the Motion for Preliminary Approval of Class Action Settlement, for settlement purposes only, the Court provisionally certified the Settlement Class, which means:

> all the class members, including their affiliates, predecessors, and successors-in-interest, and any other persons who are, or were, lessors to a Class Lease and/or owners of a royalty interest subject to a Class Lease and received royalty payments from Defendants during the period from May 6, 2016 through the Effective Date, according to the business records maintained by Expand Appalachia LLC. The Settlement Class includes any person or entity who inherited or purchased the right to receive accrued, unpaid, or underpaid royalties related to the above-referenced royalty payments. The Settlement Class excludes: (a) Any person or entity whose lease has any addendum, amendment, and/or settlement language that amends or alters the Triad Royalty Language; (b) Any person or entity whose royalty underpayment claim against Defendants is subject to a binding arbitration provision, a venue provision requiring suit to be brought outside of West Virginia, or a choice of law provision requiring the application of substantive law

> of any state other than West Virginia; (c) Expand to the extent of any mineral ownership or royalty paid under the Class Leases; (d) Any oil and gas interest owned by any federal, state, or municipal governmental entity; (e) Agencies, departments, or instrumentalities of the United States of America; (f) Publicly traded oil and gas exploration companies and their affiliates; (g) Any owner of a working interest.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and finds that the Settlement is fair, reasonable and adequate and meets the requirements of Fed. R. Civ. P. 23.

6. Effective for production that occurs on and after the Effective Date, Defendants shall not deduct, charge, allocate, recoup, or otherwise reduce royalties payable under any Class Member's Class Lease for any processing costs or fractionation costs or any other post-production costs except compression costs, gathering costs, transportation costs, or line-loss deductions. The Parties expressly acknowledge and agree that the Settlement Agreement and this Order do not resolve, adjudicate, waive, release, concede, establish, or otherwise affect any claim, defense, right, obligation, or legal position regarding whether compression costs, gathering costs, transportation costs, or line-loss deductions are or are not properly deductible under the Class Leases, except that all claims related to all deductions for post-production costs, including but not limited to compression costs, gathering costs, transportation costs, processing costs, fractionation costs, or line-loss deductions incurred prior to the Effective Date shall be and are settled, compromised, waived and released. The Parties expressly reserve all rights, claims, defenses, and legal positions concerning the deductibility or non-deductibility of such compression, gathering, and transportation costs and line loss deductions going forward. For purposes of this Order, "Processing Costs" and "Fractionation Costs" shall mean any and all costs, fees, charges, expenses, deductions, or other amounts charged, invoiced, or recovered by any processor, plant

operator, fractionator, affiliate, or third party incurred for the processing, extraction, separation, conditioning, purification, fractionation, or enhancement of natural gas, natural gas liquids, condensate associated with processing and fractionation, or any constituent hydrocarbons associated with processing and fractionation. In addition to the above, "Processing Costs" and "Fractionation Costs" shall include any and all costs charged or invoiced to Defendants in the "Fee Summary" on a MarkWest Percent of Proceeds Statement. "Processing Costs" and "Fractionation Costs" shall also include the C2 T&F Fee; C3+ T&F Fee; Logistics & Transportation Costs; Marketing & Scheduling Fee; and Processing BRM fee set forth on the Blue Racer Midstream Invoice. Defendants shall not avoid or circumvent the prohibitions set forth herein by recharacterizing processing costs, fractionation costs, or similar charges under another name, category, accounting treatment, contractual arrangement, affiliate transaction, net-back calculation, retained-volume methodology, percentage-of-proceeds arrangement, or other mechanism that is not related to compression, gathering, transportation and line-loss. Any cost that is, in substance, a processing or fractionation cost shall be deemed prohibited notwithstanding its description in any invoice, statement, contract, or accounting record. All Class Leases shall be deemed amended and modified to incorporate the provisions of this Section 6.

7. Settlement Class Counsel applied for an award of attorney's fees in the amount of [insert amount of fees requested]. Given all of the facts and circumstances, the Court finds this amount to be fair, reasonable, and adequate and approves the requested award of attorney's fees.

8. Settlement Class Counsel have applied for reimbursement of litigation costs and expenses in the amount of [insert amount of litigation costs and expenses requested]. The Court finds that these expenses were reasonably incurred in connection with this litigation and approves the requested reimbursement.

9. The Settlement Agreement provides for a class representative incentive award of [insert amount of incentive award issued] to Denver Starcher. The Court finds that these awards are reasonable and hereby grants approval.

10. Notice of the Final Approval Hearing, and the proposed motion for attorneys' fees, costs and expenses, and the proposed Incentive Award Payments to Plaintiff has been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

11. The Court finds that such Notice constitutes the best possible notice practicable under the circumstances and constitutes valid, due and sufficient notice to all Settlement Class Members.

12. Within ten (10) days after the Effective Date (as defined in the Settlement Agreement, §1.8), the Class Administrator shall pay Class Counsel (or to their designee(s)) from the Settlement Funds all attorneys' fees and litigation expenses awarded by the Court in this Order, and shall pay from the Settlement Funds to Plaintiff the Incentive Award Payment(s) awarded by the Court in this Order.

13. As of the final date of the Opt-Out Period, [insert number] Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in **Exhibit A** hereto (the "Exclusion List"). Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at

the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Further to the Settlement Agreement, Plaintiff and the Settlement Class Members release claims against Defendants and all Released Persons, as defined in the Settlement Agreement. The Settled Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of those persons identified in the Exclusion List who have timely and validly requested exclusion from the Settlement Class.

16. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Parties and Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment, shall have, fully, finally, completely and forever released and discharged Defendants and the Released Persons from the Settled Claims, as set forth in the Settlement Agreement.

17. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement, including claim dispute resolution.

18. This Final Order and Judgment resolves all claims against all Parties in this Litigation and is a final order.

19. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

20. This Court retains exclusive and continuing jurisdiction to interpret and enforce the Settlement Agreement and this Order and to assure that all disbursements are properly made.

**DONE AND ORDERED THIS _____ DAY OF _____, 202___.**

_____

HON. JOHN PRESTON BAILEY

# EXHIBIT B

# (PLAN OF ADMINISTRATION AND DISTRIBUTION)

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**
**WHEELING DIVISION**

**DENVER STARCHER, on behalf of himself and all other persons and entities similarly situated,**

**Plaintiffs,**

**v.** **Civil Action No. 5:23-cv-61**

**SOUTHWESTERN ENERGY COMPANY, a foreign corporation, TRIAD HUNTER, LLC, a foreign limited liability company dba Triad Hunter nka as SWN PRODUCTION (OHIO), LLC, a foreign limited liability company, and SWN PRODUCTION COMPANY, LLC, a foreign limited liability company,**

**Defendants.**

# PLAN OF ADMINISTRATION AND DISTRIBUTION

1. Overview of Plan Administration

(a) Class Counsel shall provide the Class Administrator with records and information sufficient to determine the membership of the Settlement Class. The Class Administrator will, in good faith, determine if a Class Member is in fact a member of the Settlement Class based on records provided to the Class Administrator.

(b) Within sixty (60) days of the Final Judgment of this matter, the Class Administrator shall mail to all Class Members a Claim Form and Benefit Notice (the "Claim Form") substantially in the form attached as **Exhibit B-1**.

(c) Within sixty (60) days following the Claim Form response deadline, as defined in § 3(a) below, the Class Administrator will mail to all Class Members who have submitted a valid, timely Claim Form in the manner referenced below in subsection (d) below and have not opted-out of the settlement an initial payment ("Initial Payment") calculated in the manner set forth below in § 2 ("Settlement Payment").

(d) In order to obtain payment, the Settlement Class Member must endorse a Claim Form. By endorsing a Claim Form bearing such legend, the payee further acknowledges the release of Defendants and their affiliates, successors and assigns, in accordance with the Court-

approved Settlement and his or her acceptance of all other provisions of the Court-approved Settlement.

(e) A Claim submitted by a Class Member shall be considered valid if the Claim Form is properly signed, contains all information required by the Claim Form, and is mailed and postmarked on or before the deadline specified in the Claim Form. If a Claim Form is timely mailed and postmarked but is incomplete or otherwise deficient for any reason, including, without limitation, a missing signature, date, or other required information, the Class Member shall be provided a reasonable opportunity not to exceed ten business day to cure the deficiency. The opportunity to cure shall not apply to a Claim Form that is mailed or postmarked after the applicable deadline. Any Claim Form mailed or postmarked after the deadline shall constitute a late Claim Form and shall be denied.

(f) If the Class Administrator has more than one potentially valid mailing address for a Settlement Class Member and, after reasonable address verification efforts, cannot reasonably determine which address is current, the Class Administrator may mail the Benefit Notice and Claim Form to each such address. Multiple mailings shall not create multiple claims or benefits. Only one valid Claim Form and one Settlement Benefit shall be permitted for each Settlement Class Member. The Class Administrator may establish reasonable procedures to identify and resolve duplicate or conflicting Claim Forms.

2. Plan of Allocation. Each Settlement Class Member's allocated share of the Settlement Funds will be a *pro rata* share of the Settlement Funds, which will be calculated by Class Counsel based on the Class Member's total Stated Deductions on a dollar basis which were deducted from the Class Member's royalty payments ("Class Member's Stated Deductions") divided by the total Stated Deductions on a dollar basis which were deducted from the Total Class's royalty payments (Class Member's Percentage of Stated Deductions). Class Member's Stated Deductions means those deductions that occurred from June 2016-April 2019, May 2019-October 2020, November 2020-January 2024, and August 2015-September 2022 (WVDNR). Each Settlement Class Member's share will be calculated by taking $6,000,000.00 (less all Court-approved attorneys' fees, litigation expenses, Incentive Award Payments, and Class Administrator fees and expenses, and any other amount approved by the Court to be paid from the settlement), and subject to any payment reductions made pursuant to § 7 of the Settlement Agreement, times the Class Member's Percentage of Stated Deductions. For example, if the Class Member was paid royalty with $1,000.00 of Stated Deductions, and the royalty paid to all Class Members that have not opted out with $1,000,000.00 of Stated Deductions, Class Member's Percentage of Stated Deductions would be .001 (1,000/1,000,000) which would then be multiplied by $6,000,000 less litigation expenses, attorneys' fees, Incentive Award Payments, and Class Administrator fees and expenses, which for purposes of this example only equate to $1.5 million, the Settlement Payment would be .001 times $4,500,000 or $4,500. In determining each participating Settlement Class Member's *pro rata* share of the adjusted Settlement Fund, the Stated Deductions attributable to Class Members who validly opted out shall be excluded from the denominator used to calculate

the Class Member's Percentage of Stated Deductions. The Settlement Class Member's Settlement Payment would be calculated on the check detail as follows:

**Settlement Payment**: Class Member's Stated Deductions/Class Stated Deductions x $6,000,000 (after first subtracting from the $6,000,000 litigation expenses, attorneys' fees, Incentive Award Payments, and Class Administrator fees and expenses, and any adjustments made pursuant to § 7 of the Settlement Agreement.

3. Distribution of Settlement Proceeds

(a) Within sixty (60) days after the Claim Form response deadline, the Class Administrator shall make a determination as to the amounts owed to each Settlement Class Member and shall issue checks for the Initial Payment to each Settlement Class Member to whom a payment is owed. The Initial Payment will be equal to eighty percent (80%) of each eligible participating Class Member calculated Settlement Benefit on the information then available to the Class Administrator. The Initial Payment is an interim distribution and not a final determination of the Class Member's total Settlement Benefit and shall be made as promptly as reasonably practicable following the Claim Deadline and completion of the claim review and processing necessary to determine Initial Payment amounts. Initial Payments for incomplete, deficient or disputed claims shall be paid as soon as reasonably practical after completion or resolution. Resolution of all disputes is not required before Initial Payments are issued. Once all disputes are resolved and final settlement expenses and other adjustments are known, the Class Administrator will determine the remaining distributable funds and benefits will be recalculated. Each participating Class Member will then receive a final payment ("Final Payment") pursuant to (c) below.

(b) The amount of money to be disbursed to each Settlement Class Member will be the Settlement Class Member's allocated share of the Settlement Funds as calculated in accordance with the Plan of Allocation reduced by his or her proportionate share of Court-approved Litigation Expenses and Attorneys' Fees, Incentive Award Payments, and Class Administrator fees and expenses. The Final Payment will be equal to his or her final calculated benefit, less the amount previously paid. All Final Payments shall be made to Class Members in the same proportion to the amounts they received in the Initial Payment.

(c) Final payment, Unclaimed Funds & Residual Funds. The Class Administrator shall, as soon as reasonably practicable following resolution of all timely claims and disputes and determination of the amounts necessary to complete the final calculations, determine the aggregate amount of funds attributable to Settlement Class Members who did not receive or negotiate their distribution payments or for any reason, including because a Settlement Class Member could not be located, failed or refused to negotiate a distribution check, or failed to timely and properly submit a valid Claim Form (collectively, "Unclaimed Funds"). If the Unclaimed Funds exceed $50,000, the Unclaimed Funds shall be included in the amount available for the Final Distribution and redistributed *pro rata* among participating Class Members in accordance with the allocation methodology set forth in this Plan. If Unclaimed Funds are $50,000 or less, such funds shall not be included in the Final Payment and shall be distributed on a *cy pres* basis. The Class Representative shall have the sole discretion to select one or more charitable

organizations to receive any Unclaimed Funds, subject to Court approval. The Class Administrator shall then perform a final calculation of the Settlement benefits payable to participating Class Members. The final calculation shall include the portion of the Net Distributable Settlement Amount retained following the Initial Payments and, if applicable, the Unclaimed Funds to be redistributed as set forth in this Plan. Each participating Class Member shall receive a Final Payment equal to his or her final calculated Settlement Benefit, including his or her *pro rata* share of any redistributed Unclaimed Funds, less the Initial Payment previously received. The Class Administrator shall issue the Final Payments as promptly as reasonably practicable following completion of the final calculation and are anticipated to be issued within one (1) year after the Effective Date. Following issuance of the Final Payments and completion of reasonable procedures relating to returned, uncashed, or reissued payments, the Class Administrator shall determine any funds remaining in the QSF and supplemental interest ("Residual Funds"). Any Residual Funds shall be distributed on a *cy pres* basis. The Class Representative shall have the sole discretion to select one or more charitable organizations to receive any Residual Funds, subject to Court approval. No Unclaimed Funds nor Residual Funds shall revert to Defendants.

4. Disputed Claims Any Settlement Class Member who disagrees with the Settlement benefit stated in his or her Claim Form must submit the dispute as part of a timely Claim Form. The Claim Form, including any dispute regarding the Settlement benefit, must be submitted within sixty (60) days after the Claim Form is mailed. A Settlement Class Member who disputes the amount of his or her Settlement benefit must still timely submit a completed Claim Form to be eligible for payment. The Class Administrator shall review each timely dispute and may conduct such reasonable investigation as necessary to evaluate it. In doing so, the Class Administrator may request additional reasonable information or documentation from the Settlement Class Member, Class Counsel, Defendants, or other available sources. The Class Administrator may establish reasonable deadlines for providing requested information. After completing its review, the Class Administrator shall provide the Settlement Class Member with a written claim resolution decision stating the Class Administrator's determination of the Settlement benefit ("Claim Resolution Decision"). The Settlement Class Member shall have fifteen (15) days after the Claim Resolution Decision is sent to notify the Class Administrator whether the decision is accepted. If the Settlement Class Member accepts in full the Claim Resolution Decision or does not notify the Class Administrator within the fifteen (15) day period that the decision is disputed, the Claim Resolution Decision shall be final for purposes of administering the Settlement. If the Settlement Class Member timely notifies the Class Administrator that the Claim Resolution Decision is not accepted in full, the Class Administrator shall consult with Class Counsel and Defendants' Counsel in an effort to resolve the dispute. If the dispute cannot be resolved, the dispute will be submitted to the Court for resolution. The Court's determination shall be final and binding, subject to any appeal rights. Any pending dispute shall not in any way affect, delay, or interfere with, the processing, approval or payment of the settlement or any distribution of undisputed claims or otherwise delay administration of the Settlement for other Settlement Class Members, including any distribution to other Settlement Class Members or Class Counsel. Any adjustment resulting from the resolution of a dispute shall be incorporated into the final calculation and Final Payment as provided in this Plan.

5. Claims Based Upon Distributions No Settlement Class Member shall have any claim against the Class Representative, Class Counsel, the Class Administrator, or Defendants

based upon distributions made substantially in accordance with the Settlement Agreement, the Plan of Administration and Distribution, or orders of the Court, or in good faith reliance on any public records or records provided by Class Counsel or Defendants or any other person or entity.

6. Final Report of Distribution by Class Administrator Within thirty (30) days after completing full distribution of the Settlement Funds, unless otherwise ordered by the Court, the Class Administrator shall file with the Court a Final Report and Accounting (together with a proposed order approving such report and discharging the Class Administrator) indicating that the Settlement Funds have been distributed in accordance with the terms of the Settlement Agreement and the Court's prior orders, that the appropriate accounting and tax filings have been made, and that the QSF closure has occurred.

7. Definitions All terms defined in the Settlement Agreement shall have the same meaning when used in this Plan of Administration and Distribution except as otherwise specified herein.

8. Administrator Independence. The parties may provide information to the Class Administrator and receive reports as consistent with the provisions of this Plan Administration and Distribution, but they cannot direct routine claim determinations except pursuant to the Settlement Agreement or Court order.

9. Settlement Administration Duties. The duties and scope of services of the Class Administrator are set forth in the attached **Exhibit B-2**.

10. Representations Concerning Supplied Records. Each party providing records and information (the "Records") to the Plan Administrator represents, to the best of its knowledge, information, and belief after reasonable inquiry, that the Records provided by it are authentic and constitute a complete and accurate production of the Records in its possession, custody, or control that are reasonably necessary for the administration of the Settlement. No party shall knowingly omit, alter, or withhold information material to the determination of Class Membership, ownership, allocation, or the calculation of a Settlement Payment.

11. Reliance by Plan Administrator. In performing its duties, the Plan Administrator shall be entitled to rely in good faith upon the Records and shall have no independent obligation to audit, verify, investigate, or otherwise establish the accuracy or completeness of such records except as expressly required by the Settlement Agreement, this Plan of Administration, or order of the Court. The Plan Administrator shall not be responsible for errors, omissions, inconsistencies, or inaccuracies contained in the Records to the extent the Plan Administrator has acted reasonably and in good-faith reliance thereon.

# EXHIBIT B-1

# (CLAIM FORM AND BENEFIT NOTICE)

# STARCHER CLAIM FORM AND BENEFIT NOTICE

Owner Number: _____

Royalty Owner Name: _____

_____

Royalty Owner Address: _____

_____

Lease Number: _____

Period of Lease Ownership: _____

| WRITE ANY NAME AND ADDRESS CORRECTIONS BELOW: |
|---|
| Name: |
| |
| Address: |
| |
| City: |
| State and Zip Code: |
| Phone Number: |
| Email: |

Our records indicate you currently have or had a royalty interest in a Class Lease and you have received a royalty payment between May 6, 2016, and the Effective Date of the Settlement from Expand Energy Corporation and Expand Appalachia LLC (together, "Expand"). **If you want to receive a Settlement Payment, you must timely sign and date this Claim Form and provide the information requested below**. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **Month 00, 2026** (60 days from date of mailing). If you have any questions about this settlement, visit www.TriadRoyaltyClass.com or call John S. Jenkins, CPA, Smith Cochran Hicks, PLLC, Class Administrator, P.O. Box 4227, Charleston, WV 25364, Phone: (877) 537-1084; Email: settlement.admin@schcpa.com for more information.

## 1. MONEY (FINANCIAL BENEFIT)

The Plaintiff in this class action alleged that your Class Lease does not permit the deductions of post-production expenses from your royalty payments for oil and gas produced and sold from wells located in West Virginia pursuant to West Virginia law. Expand disputes the claims and contends that the Class Leases do permit the deduction of post-production expenses. These claims were litigated and the parties have agreed to settle. Under the terms the Settlement Agreement, and based on that, your Settlement Payment has been calculated accordingly. Your proportional share of the settlement based on the terms of the Agreement is as follows:

**INITIAL SETTLEMENT PAYMENT AMOUNT $_____**

The amount shown above represents your Initial Payment, which is equal to eighty percent (80%) of your currently calculated Settlement Benefit. This amount is based on the information currently available to the Class Administrator and is not your final Settlement Benefit. After the claims and dispute process is completed and the amounts necessary for the final settlement calculation are known, the Class Administrator will perform a final calculation. You will then receive a Final Payment for any additional amount due to you under the Plan of Administration. The amount of your Final Payment cannot be determined at this time.

IN ORDER TO RECEIVE THE INITAL PAYMENT SHOWN ABOVE AND ANY FINAL PAYMENT TO WHICH YOU MAY BE ENTITLED, YOU MUST TIMELY SIGN AND DATE SECTION 2(A) OF THIS CLAIM FORM AND RETURN A COMPLETED W-9 FORM.

## 2. RELEASE OF CLAIMS BY SIGNING THIS FORM

**A.** As of the Effective Date, the undersigned Class Member(s) for himself, herself or themselves and their respective heirs, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, successors and assigns, hereby expressly agree that they fully and forever release and discharge Expand Energy Corporation and Expand Appalachia LLC and their parent companies, present and former affiliates, and subsidiaries, and their respective predecessors, successors, assigns, present, former and future officers, directors, employees, agents, any third party payment processors, independent contractors, successors, assigns, insurers, attorneys and legal representatives ("Expand Releasees") from any and all claims that were asserted or could have been asserted related to payments made pursuant to the Class Leases, including but not limited to breach of contract; unjust enrichment; accounting; alter ego; declaratory relief; and prejudgment, statutory, and other interest claims and penalties, including late payment claims, regardless of whether known or unknown, and covenant, stipulate, and agree that they will not commence, participate in, prosecute or cause to be commenced or prosecuted against the Expand Releasees (i) any action or other proceeding based upon any of the Settled Claims released pursuant to the Settlement Agreement, or (ii) any action or other proceeding attacking, seeking to invalidate, or seeking to limit the Release provided pursuant to the Settlement Agreement. For the avoidance of doubt, the Release applies to claims based on all production of oil and gas through the Effective Date. For clarity, "Expand" also includes Southwestern Energy Company; SWN Production Company, LLC; Triad Hunter, LLC; Blue Ridge Mountain Resources, Inc.; Eclipse Resources I, L.P.; Eclipse Resources I, L.P; SWN Production (Ohio), LLC and their affiliates.

As consideration for a Settlement Payment, the undersigned Class Member REPRESENTS and WARRANTS that he or she is the owner of the interest in the lease reflected in this Claim Form and is entitled to the Settlement Payment set forth herein. The undersigned Class Member further represents that he or she has full authority to execute this document, and that he or she has the right to the full amount of the Settlement Payment paid to him or her. Furthermore, the undersigned Class Member hereby grants Expand a contractual right of indemnification, which Expand may invoke in the event that it is determined by a Court of competent jurisdiction that another Class Member claims a right to the Settlement Payment paid to the undersigned Class Member for any reason. This contractual right of indemnification shall entitle Expand to offset against future payments or to file a civil action against the undersigned Class Member for any amount of Settlement Payment determined to be owed to another Class Member.

**I agree to the foregoing terms.**

| _____ | _____ | ____/____/____ |
|---|---|---|
| *Signature (required)* | *Print Name* | *Month/Day/Year* |

## 3. FULL SETTLEMENT AGREEMENT.

This form does not describe the full settlement agreement, which is eighteen (18) pages, and may be found at www.TriadRoyaltyClass.com. The Class Administrator previously provided you with the Settlement Notice, which described the Settlement Agreement in this case. You may review the notice sent to you and published on the above site. Part of the settlement agreement requires all persons who are part of the class to sign and mail this Claim Form back to the Administrator BEFORE YOU ARE ENTITLED TO OR WILL RECEIVE A CHECK. THIS IS THE CLAIM FORM AND YOU MUST MAIL THIS FORM PROPERLY SIGNED ON OR BEFORE THE DATE STATED ABOVE BEFORE YOU MAY RECEIVE ANY OF THE BENEFITS.

## 4. ADDITIONAL INFORMATION REQUIRED IF CLAIMING FOR DECEDENT.

An Administrator or Executor of the Estate should be the individual to sign this Claim Form on behalf of a decedent. If there is no Administrator or Executor of the Estate, the Claim Form should be signed by the heir or

heirs of the deceased royalty owner. Additionally, the following information must be provided: (a) If the deceased Class Member had a Will, you must provide a certified copy of the will and the probate order, if any, with this Claim Form; (b) If the Estate is still under administration, you must provide the name, address and telephone number of the Estate Administrator or Executor and a copy of the certificate of appointment for the Estate Administrator or Executor with this Claim Form; and (c) If the deceased Class Member did not have a Will and if the Estate is now closed you must provide a death and heirship affidavit. Please promptly call the toll-free number below or visit the website to request a death and heirship affidavit form. IF YOU DO NOT HAVE AN EXECUTOR OR ADMINISTRATOR, YOU SHOULD CONTACT THE CLAIM ADMINISTRATOR AND SEND A LETTER ADVISING THE CLAIM ADMINISTRATOR AS TO THE ESTATE STATUS.

**5. SIGN AND RETURN FORM W-9.**

Sign and return the enclosed Form W-9 with your Claim Form.

**6. MAIL YOUR CLAIM FORM.**

To receive a Settlement Payment, this Claim Form (which must include the W-9) must be postmarked by **Month 00, 2026** and mailed to:

John S. Jenkins, CPA
Smith Cochran Hicks, PLLC
Class Administrator
P.O. Box 4227
Charleston, WV 25364

**7. DISPUTE RESOLUTION.**

Class Members will be required to submit this Claim Form to receive payment even if you dispute the calculated Settlement Payment Amount in 1. above. If you disagree with the information provided in this Claim Form, you will need to send a written statement to the address listed above that details (a) the compensation months during which you received royalty payments; (b) the Class Lease(s) and wells for which you are entitled to a Settlement Payment; and (c) the amount of Settlement Payment you think you should receive. You have sixty (60) days from the date of the mailing of this Claim Form or until **Month 00, 2026** to dispute the content of this Claim Form.

# EXHIBIT B-2

# (SETTLEMENT ADMINISTRATION DUTIES)

# SETTLEMENT ADMINISTRATION DUTIES

## Starcher Class Action Settlement

I. General Administration

- Serve as Court-appointed Class Administrator and perform functions assigned by the Settlement Agreement, Plan of Administration, Preliminary Approval Order, Final Approval Order, and subsequent Court orders.
- Establish and maintain the class and claims administration database and related records.
- Maintain an administrative record documenting notice, claims, adjudications, payments, communications, and final distribution.
- Coordinate with Class Counsel, Defendants and counsel, the Court, QSF professionals, financial institutions, vendors, and authorized service providers.
- Provide routine administrative reports to counsel and the Court as desired
- Exercise independent administrative judgment on routine claims matters consistent with Court-approved procedures.
- Maintain records for the period required by the settlement documents, applicable law, and QSF/tax requirements.

II. Qualified Settlement Fund (QSF) Administration

- Establish the Qualified Settlement Fund after Court authorization.
- Obtain and maintain the QSF EIN and required tax/accounting registrations.
- Establish separate QSF banking, custody, or escrow arrangements and segregate settlement funds from the Administrator's operating and client/trust accounts.
- Receive and reconcile the $6,000,000 gross settlement payment and maintain complete deposit records.
- Maintain QSF books and records, including receipts, disbursements, income, expenses, taxes, and distributions
- Establish permitted low-risk investment arrangements, subject to the settlement documents and Court orders.
- Monitor QSF cash requirements for expenses and distributions.
- Pay or arrange payment of Court-approved fees, litigation expenses, administration expenses, incentive awards, taxes, and other authorized amounts.
- Maintain support for QSF disbursements and perform regular reconciliations.
- Coordinate preparation and filing of applicable federal, state, and local QSF tax returns and information reports.
- Handle QSF banking and financial-institution communications.
- Prepare the QSF for final wind-down after distributions and residual matters are completed.

III. Notice Administration

- Develop and maintain the Court-approved settlement website.
- Obtain, verify, and maintain mailing addresses using Defendants' records and other permitted sources.

- Verify addresses in the database against the National Change of Address Database
- Perform reasonable address updating for returned/undeliverable mail.
- Prepare and mail individualized notice/claim packages including any formatting/design changes needed for mailing.
- Track mailings, returned mail, undeliverable addresses, and re-mailings.
- Maintain a notice database documenting notice status.
- Maintain a designated email/electronic communication channel, if desired
- Process requests for additional or replacement forms.
- Receive and record exclusion requests and objections and provide required reports.
- Maintain proof of notice and prepare any required notice declarations/reports.

IV. Claim/Benefit Form Administration

- Receive and maintain class-member, lease, well, ownership, royalty, and production data supplied by Defendants and/or counsel
- Calculate class member benefit amounts per terms of the Settlement Agreement based on production data provided by Defendants.
- Prepare or coordinate the final Court-approved Claim Form and Benefit Notices.
- Mail the Claim Forms and Benefit Notices after Final Approval Order.
- Receive paper Claim Forms and Benefit Notices
- Verify required information, signatures, certifications, and supporting documentation.
- Request supporting documentation were appropriate.
- Request clarification or records from Defendants and/or counsel when appropriate
- Refer unresolved substantive legal disputes, including disputes requiring interpretation of lease rights or legal ownership to counsel and/or Court.
- Identify incomplete, inconsistent, or deficient claims.
- Send deficiency notices and provide the Court-approved opportunity to cure.
- Track cured and uncured deficiencies.
- Maintain claim status for each potential Class Member.
- Communicate claim status when appropriate.

V. Allocation and Payment Calculations.

- Determine each participating claimant's qualifying production or allocation amount.
- Apply the Court-approved pro-rata allocation formula.
- Calculate the Net Distributable Settlement Fund after authorized deductions.
- Recalculate allocations if Court-approved changes affect the fund or participation.
- Calculate individual payment amounts.
- Perform quality-control testing and reconciliation of allocation calculations.
- Prepare allocation reports as required.

VI. Settlement Payment Administration

- Obtain final approval/authorization before distributions.
- Prepare and mail checks for approved claimants.

- Maintain payment records and issue dates
- Track returned, undeliverable, stale, and uncashed checks
- Prepare supplemental/subsequent distributions if ordered or authorized.
- Coordinated Court-approved residual *cy pres* distributions
- Reconcile payment activity to QSF accounts

VII. Tax Reporting and Information Returns

- Obtain W-9s or other tax information when required.
- Prepare or coordinate Forms 1099 and other applicable information returns.
- Provide required tax forms/notices to Class Members.
- Prepare QSF tax returns and related filings.
- Respond to routine questions about forms issued without providing individualized tax advice.

VIII. Court and Counsel Reporting

- Provide status reports at Court- or settlement-defined intervals.
- Report notice completion, returned mail, claims, exclusions, objections, and material issues.

# EXHIBIT C
# (PRELIMINARY APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**
**WHEELING DIVISION**

**DENVER STARCHER, on behalf of himself and all other persons and entities similarly situated,**

**Plaintiffs,**

**v.** **Civil Action No. 5:23-cv-61**

**SOUTHWESTERN ENERGY COMPANY, a foreign corporation, TRIAD HUNTER, LLC, a foreign limited liability company dba Triad Hunter nka as SWN PRODUCTION (OHIO), LLC, a foreign limited liability company, and SWN PRODUCTION COMPANY, LLC, a foreign limited liability company,**

**Defendants.**

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiff Denver Starcher's ("Plaintiff" or "Class Representative") *Motion for Preliminary Approval of Class Settlement Agreement* ("Motion"). Plaintiff, individually, and on behalf of the proposed Settlement Class, and Defendants Expand Energy Corporation and Expand Appalachia LLC[1] ("Defendants" and together with Plaintiff, the "Parties") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

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[1] This case was originally filed against Triad Hunter, LLC ("Triad"); SWN Production (Ohio), LLC ("SWNPO"); SWN Production Company, LLC ("SWNPC"); and Southwestern Energy Company ("Southwestern"). On or about April 30, 2021, Triad, through a series of mergers and name changes, became SWNPO. Effective December 29, 2023, SWNPO merged into SWNPC. Then, on or about October 1, 2024, Southwestern Energy Company, SWNPC's ultimate parent company, merged with Chesapeake Energy Corporation and the combined company became Expand Energy Corporation. SWNPC subsequently merged into Expand Appalachia LLC.

This matter concerns a class action, *Denver Starcher v. Southwestern Energy Company, et al.*, No. 5:23-cv-61 (the "Litigation"), in which Plaintiff raised a number of issues with Defendants related to the Class Leases,[2] including issues related to the calculation of royalty payments for oil and gas produced and sold from wells located in West Virginia. These issues were hotly litigated and/or otherwise disputed by Defendants.

The Parties, through their counsel, have entered into a Settlement Agreement following good-faith, arm's-length negotiations. The Parties have agreed to settle the Litigation, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Litigation with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.[3]

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Fed. R. Civ. P. 23, the Court conditionally certifies the Settlement Class in this matter, defined as follows:

> all the class members, including their affiliates, predecessors, and successors-in-interest, and any other persons who are, or were, lessors to a Class Lease and/or owners of a royalty interest subject to a Class Lease and received royalty payments from Defendants during the period from May 6, 2016 through the Effective Date, according to the business records maintained by Expand Appalachia LLC. The Settlement Class includes any person or entity who inherited or purchased the right to receive accrued, unpaid, or

[2] As defined in the Class Action Settlement Agreement.

[3] Unless otherwise indicated, capitalized terms used in this Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

> underpaid royalties related to the above-referenced royalty payments. The Settlement Class excludes: (a) Any person or entity whose lease has any addendum, amendment, and/or settlement language that amends or alters the Triad Royalty Language; (b) Any person or entity whose royalty underpayment claim against Defendants is subject to a binding arbitration provision, a venue provision requiring suit to be brought outside of West Virginia, or a choice of law provision requiring the application of substantive law of any state other than West Virginia; (c) Expand to the extent of any mineral ownership or royalty paid under the Class Leases; (d) Any oil and gas interest owned by any federal, state, or municipal governmental entity; (e) Agencies, departments, or instrumentalities of the United States of America; (f) Publicly traded oil and gas exploration companies and their affiliates; (g) Any owner of a working interest.

The Court further provisionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the Settlement Class, (3) the claims or defenses of the Class Representative are typical of the claims or defenses of the Settlement Class, (4) the Class Representative and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class, and (5) a class action provides a fair and efficient method of adjudication of the controversy.[4]

2. **Class Representatives and Settlement Class Counsel.**

Plaintiff Denver Starcher is hereby designated and appointed as the Class Representative.[5] The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that he will be an adequate Class Representative.

The Court finds that the following counsel is experienced and adequate counsel and is

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[4] On August 1, 2025, the Court found a class action appropriate in this case and ordered that the class be certified as a Federal Rules of Civil Procedure, Rule 23(b)(3), class [ECF 126].

[5] This Court previously appointed Denver Starcher as class representative. *Id.*

hereby provisionally designated as Settlement Class Counsel: Christian E. Turak and Jeremy McGraw of the Gold, Khourey & Turak, L.C. law firm; and Daniel J. Guida of Guida Law Offices, PLLC.[6]

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved, including for the following reasons:

(a) The status of the case at settlement was that the parties had substantially completed discovery and were preparing for pretrial motions and trial.

(b) Discovery in this case was enormous and thorough, examining the Defendants' post-production deductions, costs and expenses.

(c) Settlement negotiations did not commence in this case until after substantial discovery had been completed and the case was well into the process of being prepared for trial. When negotiations did occur, they were formal through mediation conducted by a third-party mediator with extensive experience in oil and gas disputes, and then over three months prior to a final settlement. In other words, they were at arm's length and not collusive.

(d) The Class Representative and Class Counsel have adequately represented the Class. The experience of counsel in the area of class litigation is significant, including experience with regard to class action litigation related to oil and gas lessors' various leases and the payment of royalty in the applicable jurisdiction, West Virginia. The Court previously found Class Counsel to

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[6] This Court previously appointed Christian E. Turak, Jeremy McGraw and Daniel J. Guida as Class Counsel. *Id.*

be approved to represent the Class. Class Counsel and the Class Representative were fully prepared to try the case when it settled. Therefore, the fairness element exists which argues for approval.

(e) The settlement takes into consideration the relative strength of the Plaintiff's case on the merits and some of the Defendants' motions had been ruled upon prior to negotiations. Therefore, the strengths were well known.

(f) Defendants' defenses that the Plaintiffs may encounter in trial and appeal of the case were taken into consideration. There have been numerous court rulings in similar litigation in West Virginia potentially related to issues in the case. There were factual differences with respect to the liability and damages in the case. While the Plaintiff believes his position to be strong, he is experienced and knows of the uncertainty in the ultimate outcome of litigation at both the trial level and the appellate level.

(g) The costs expended in discovery and preparing for trial are extensive given the circumstances, as the record reflects. The potential going forward was a trial that would have lasted two weeks or more and subsequently there would be appeals from any verdict. From an appeal there exists potential for a retrial and/or changes to the amount or extent of compensation. Therefore, there exists a threat of a lesser outcome at trial or from an appeal or subsequent retrial. Additionally, any appeal would involve complex legal and factual issues and, therefore, likely would take months to a year to conclude with the possibility of a retrial being ordered which would further delay the resolution of this litigation and the receipt of any compensation to which the Class Members might ultimately be entitled.

(h) While there is no known threat of insolvency, the Defendants have agreed to promptly fund the class settlement for substantial money, which must be taken into consideration.

(i) There are no conflicts of interest between the Class and Class Counsel.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202___, at _____ o'clock [a.m./p.m.] in the United States District Court for the Northern District of West Virginia, located at the Frederick P. Stamp, Jr. Federal Building and United States Courthouse, 1125 Chapline Street, Wheeling, West Virginia 26003, to determine, among other things, whether the settlement is fair, reasonable and in the best interest of the Class and whether to grant Plaintiff's Motion for Attorney Fees, Litigation Costs, Incentive Awards to Class Representative, Class Administrator fees and expenses, and Plaintiff's Motion for Final Approval of Class Action Settlement.

Plaintiff's Motion for Final Approval of the Class Action Settlement shall be filed with the Court no later than **fourteen (14) Days after the Objection Deadline**, and Plaintiff's Motion for Attorney Fees, Litigation Costs, Incentive Awards to Class Representative, and Class Administrator fees and expenses shall be filed with the Court at least **fourteen (14) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.**

6. **Administration.** The Court appoints and the Parties mutually agree John S. Jenkins and the firm of Smith Cochran Hicks, PLLC shall serve as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Class Administrator set forth in the Settlement Agreement and Plan of Administration and Distribution. The Notice and Claims Administration Costs, including, but not limited to, the Class Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid from the Settlement Fund.

7. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitute reasonable notice of the Settlement of the Litigation to the Settlement Class. Specifically, the Settlement Notice is clear and straightforward. It defines the Settlement Class; clearly describes the options available to class members and the deadlines for taking action; describes the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits; discloses the requested Incentive Awards for the Class Representatives, as well as the amount that Settlement Class Counsel intends to seek in fees and expenses; describes procedures for making claims, objections, and requesting exclusion; describes the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Class Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing, combined with publishing on the Settlement Website and publication in newspapers in Tyler and Wetzel Counties, is the best notice to reach the Settlement Class Members under the circumstances. The Court concludes that the Settlement Notice is adequate and reasonable under the circumstances, meets all applicable requirements of law and constitutes Due Process under the U.S. Constitution and Rule 23 of the Federal Rules of Civil Procedure, and is hereby approved.

Non-material modifications to the exhibits may be made without further order of the Court. The Class Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within sixty (60) Days of the entry of this Preliminary Approval Order (the "Notice Date"), the Class Administrator shall send the Settlement Notice to all Settlement Class Members.

8. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely complete, personally sign, and submit a request for exclusion ("Opt-Out Request") to the Class Administrator at the address in the Notice. To be effective, an Opt-Out Request must clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, and be postmarked ***no later than thirty (30) Days after the Notice Date***. A request for exclusion is not timely and properly submitted unless it is in writing, is signed by the person or entity requesting exclusion, is mailed to the Class Administrator, postmarked no later than the due date established by the Court in this Order, and otherwise complies with the instructions contained in the Settlement Notice. The request for exclusion must be personally signed by any natural person requesting exclusion; it cannot be signed by that person's lawyer or other agent, unless the person is incapacitated. Requests for exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed by a duly-authorized officer, partner, or managing agent. A request for exclusion is also not properly submitted or valid if it requests a qualified or partial exclusion or any other qualification.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Settlement Notice and Publication Notice, will be invalid, and the person submitting such request will be

treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

Within ten (10) Days after the last Day of the Opt-Out Period, the Class Administrator shall furnish to Settlement Class Counsel and to Defendants' Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List"). Within ten (10) days after the deadline for the Class Administrator to furnish the Opt-Out List, the Class Administrator shall calculate the opt-out adjustments and determine the Net Distributable Settlement Amount.

9. **Objections.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Incentive Awards to Class Representatives.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Clerk of Court ***by the Objection Deadline, which is no later than thirty (30) Days after the Notice Date***, as set forth in the Settlement Agreement and as specified in the Notice; and (b) mailed to Settlement Class Counsel and Defendant's Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Deadline.

Each Objection must: (a) the objector's full name, address, telephone number and email address; (b) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (c) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (d) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes

applicable; (e) the identity of any counsel representing the objector; (f) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, identifying that counsel (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (h) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

10. **Plan of Administration and Distribution.** Class Representative has created a process for administering the settlement and distributing relief. The Court preliminarily approves the Plan of Administration and Distribution described in Exhibit B of the Settlement Agreement and directs that the Class Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

11. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null

and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

12. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

13. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Settled Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final Order and Judgement, or until such further order of this Court.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Class Administrator.

15. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under

the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

| EVENT | DATE |
|---|---|
| Notice Date | 60 Days after Preliminary Approval |
| Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Incentive Awards to Class Representatives | 14 Days Prior to Opt-Out and Objection Deadlines |
| Deadline for Settlement Class Members to Opt-Out of or Object to Settlement Agreement | 30 Days after Notice Date |
| Deadline for Plaintiffs to File Motion for Final Approval of Settlement | 14 Days after the Opt-Out/Objection Deadline |
| Final Approval Hearing | [At least 150 days after Preliminary Approval] |

IT IS SO ORDERED this ____ day of _____, 2026.

_____

HON. JOHN PRESTON BAILEY

# EXHIBIT D
# (SETTLEMENT NOTICE)

# LEGAL NOTICE

# YOU MAY BE ENTITLED TO RECEIVE A CASH PAYMENT

**A Federal Court authorized this notice. This is NOT a solicitation from a lawyer.**

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the Northern District of West Virginia captioned *Denver Starcher v. Southwestern Energy Company, et al.*, No. 5:23- cv- 61.

According to our records, you may be a member of the proposed Settlement Class.

This notice explains the nature of the lawsuit, the general terms of the proposed settlement, your legal rights and obligations, and how to receive a cash payment.

**PLEASE READ THIS NOTIC E CAREFULLY AS IT IMPACTS YOUR RIGHTS. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER OR NOT YOU TAKE ACTION.**

**DEADLINES CONTAINED IN THIS NOTICE**

| YOU MAY: | DUE DATE: |
|---|---|
| | |
| Exclude Yourself From The Settlement | Postmarked by: [date—30 days after the Notice Date] |
| Object To The Settlement | Postmarked by: [date—30 days after the Notice Date] |
| Request To Appear At The Fairness Hearing | Postmarked by: [date—30 days after the Notice Date] |

## A. WHAT THIS CASE IS ABOUT

This matter concerns a putative class action, *Denver Starcherv. Southwestern Energy Company, et al.*, No. 5:23-cv-61 (the "Litigation"). Plaintiff is an owner of oil and gas who raised a number of issues with Defendants related to the Class Leases, including issues related to the calculation of royalty payments for oil and gas produced and sold from wells located in West Virginia. These issues were litigated and/or otherwise disputed by Defendants. You may be entitled to money if you received oil and gas royalty payments since May 6, 2016, from Expand Energy Corporation f/k/a Southwestern Energy Company or its subsidiary, Expand Appalachia, LLC, including its formerly-know-as-entities, Triad Hunter, LLC d/b/a Triad Hunter, SWN Production (Ohio), LLC, SWN Production Company, LLC f/k/a Blue Ridge Mountain Resources, Inc., Eclipse Resources I, L.P., or Montage Resources Corporation on oil and gas produced by one or more of those entities pursuant to certain oil and gas leases.

Defendants dispute the claims and contend that the Class Leases allow the deduction of certain post-production costs. The Parties have concluded that it is in their best interests to settle the

Litigation on the terms generally set forth herein in order to avoid expense, inconvenience, risk of negative outcome, and interference with ongoing business operations.

The Honorable Judge John Preston Bailey of the United States District Court for the Northern District of West Virginia has provisionally determined that the Litigation should proceed as a class action, for purposes of settlement only, with Plaintiff Denver Starcher serving as the representative of the Settlement Class. The Court has granted preliminary approval of the settlement, subject to a fairness hearing discussed below. For more information about the Court's preliminary approval of the settlement, including the definition of those who are part of the Settlement Class and thereby have rights under the proposed settlement, please visit www.TriadRoyaltyClass.com.

## B. THE PROPOSED SETTLEMENT

Defendants have agreed to make a payment of $6,000,000.00 (Six Million Dollars) to the Settlement Class for royalties paid by Defendants during the period from May 6, 2016, through the Effective Date, which will be distributed *pro rata* to Settlement Class members based on each Settlement Class Member's allocated share of the Settlement Funds, which will be calculated by Class Counsel based on the Class Member's total Stated Deductions on a dollar basis which were deducted from the Class Member's royalty payments ("Class Member's Stated Deductions") divided by the total Stated Deductions on a dollar basis which were deducted from the Total Class's royalty payments (Class Member's Percentage of Stated Deductions). Please be advised that the exact amount to be received by each Participating Settlement Class Member cannot be determined until the final number of Participating Settlement Class Members has been ascertained by the Court. For more detail, see Class Action Settlement Agreement and related Exhibits available at www.TriadRoyaltyClass.com).

In return, all Settlement Class Members who do not exclude themselves (opt-out) will release claims that could have been brought in the Litigation. **TO RECEIVE PAYMENT, SETTLEMENT CLASS MEMBERS MUST SIGN AND RETURN A CLAIM FORM AND BENEFIT NOTICE ("CLAIM FORM") THAT WILL BE MAILED OUT TO EACH CLASS MEMBER WHO DOES NOT EXCLUDE HIMSELF OR HERSELF (OPT-OUT) UPON FINAL APPROVAL OF THE SETTLEMENT OF THIS MATTER.**

Subject to Court approval, Class Counsel will request to be paid litigation expenses and attorneys' fees from the Settlement Fund created by the Settlement Agreement. Plaintiff Denver Starcher will request [insert amount] as an incentive award. The final decision regarding the amount of attorneys' fees, costs, and incentive awards that will be paid to Class Counsel and the Class Representative are subject to the Court's approval.

## C. JUDGMENT AND RELEASE OF ALL CLAIMS

If the Court approves the proposed settlement, it will enter a final judgment. Under the final judgment, all Class Members who do not validly and timely request to be excluded from the proposed settlement will release any and all claims against Defendants related to the payment of royalties on natural gas and entrained natural gas liquids produced and sold by Defendants under the lease (including, but not limited to, breach of contract; unjust enrichment; accounting; alter

ego; declaratory relief; and prejudgment, statutory, and other interest claims and penalties, including late payment claims).

## D. SETTLEMENT FAIRNESS HEARING

On [DATE] at [TIME], a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place before the Honorable Judge John Preston Bailey of the United States District Court for the Northern District of West Virginia, located at the Frederick P. Stamp, Jr. Federal Building and United States Courthouse, 1125 Chapline Street, Wheeling, West Virginia 26003.

## E. HOW DO I RECEIVE A SETTLEMENT BENEFIT?

You do not need to submit a Claim Form at this time. If the Court grants final approval of the Settlement and you have not excluded yourself from the Settlement Class, the Class Administrator will later mail you a separate Claim Form. The Claim Form will state your calculated Settlement benefit based on the records and allocation methodology described in the Plan of Administration and Distribution. To receive a Settlement Payment, you will be required to complete and timely return the Claim Form once it is sent to you. The Claim Form will state the deadline and instructions for submitting your claim.

**Do not submit a Claim Form now. No Claim Form is required in response to this Notice.**

## F. HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You have the right to exclude yourself from the Class and the settlement. To exclude yourself from the Class, you must send a letter by U.S. Mail saying that you wish to do so.

Your letter must also include:

- Your full name, current address, property address (if different), telephone number, and your signature;
- A description of the property(ies), name of the well(s) involved, and your "Owner Number" (found on your Expand/Triad/SWN royalty statements);
- A statement substantially to the effect of: "I/We hereby request that I/we be excluded from the proposed class in *Denver Starcher v. Triad Hunter, LLC, et al.*, No. 5:23-CV-61, and receive none of the benefits in this settlement."

A request for exclusion is not timely and properly submitted unless it is in writing, is signed by the person or entity requesting exclusion, is mailed in a postage-paid envelope to the Class Administrator, postmarked no later than the due date established by the Court in the Preliminary Approval Order, and otherwise complies with the instructions contained in the Settlement Notice. The request for exclusion must be personally signed by any natural person requesting exclusion; it cannot be signed by that person's lawyer or other agent, unless the person is incapacitated. Requests for exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed

by a duly-authorized officer, partner, or managing agent. A request for exclusion is also not properly submitted or valid if it requests a qualified or partial exclusion or any other qualification.

You must postmark your exclusion request to the address below **no later than [date - 30 days after Notice Date]:**

**John S. Jenkins, CPA**
**Smith Cochran Hicks, PLLC**
**Class Administrator**
**P.O. Box 4227**
**Charleston, WV 25364**

**REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE [DATE] WILL NOT BE HONORED.**

You cannot exclude yourself by telephone or by email. Further, you cannot exclude yourself by mailing a request to any other location or after the **[date]** deadline. The letter must be signed by you personally; it cannot be signed by that person's lawyer or other agent, unless the person is incapacitated. Requests for exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed by a duly authorized officer, partner, or managing agent.

If you timely and validly request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Litigation, and you will not be precluded from otherwise prosecuting any individual claim, if timely, against Defendant based on the conduct complained of in the Litigation.

## G. HOW TO OBJECT TO THE SETTLEMENT

If you are a Class Member, you can object to the proposed settlement if you do not think the proposed settlement is fair, reasonable, and adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the proposed settlement. Be sure to include all of the following: (a) the objector's full name, address, telephone number and email address; (b) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (c) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (d) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (e) the identity of any counsel representing the objector; (f) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, identifying that counsel; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; (h) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any); and (i) a statement that the Class Member has reviewed the Settlement Class definition and has not opted out of the Settlement Class.

Mail your Objection to the following place, postmarked no later than **[date - 30 days after the Notice Date]:**

**John S. Jenkins, CPA**
**Smith Cochran Hicks, PLLC**
**Class Administrator**
**P.O. Box 4227**
**Charleston, WV 25364**

If your objection is rejected, you will be bound by the final judgment just as if you had not objected. Class Members who fail to object in the manner and by the date provided herein shall be deemed to have waived and will forever be foreclosed from raising any such objections.

You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own personal attorneys' fees and costs.

## H. DO I NEED TO TAKE ANY ACTION NOW?

You do not need to take any action at this time to remain a member of the Settlement Class. If you do nothing and do not request an exclusion from the Class by the deadline, you automatically remain in the Class. If the Settlement receives final approval from the Court, the Class Administrator will later mail you a Claim Form stating your calculated Settlement Benefit. You must timely and properly submit a valid Claim Form at that time to receive a Settlement Payment. **If you do not timely and properly respond to the Claim Form that you will receive in the future, you will not receive any distribution from the Settlement Amount and you will still be bound by all of the Court's orders and judgments.** In addition, all of your claims relating to the Defendants' alleged acts and/or omissions will be released and you will be precluded from bringing a separate lawsuit and/or asserting the same claims or issues that were or could have been raised in this action against the Defendants.

## I. WHEN WILL I RECEIVE MY SETTLEMENT PAYMENTS?

If the Settlement receives final approval by the Court and you timely submit a valid Claim Form, your Settlement benefit will generally be paid in two payments. The Initial Payment will be approximately 80% of your initially calculated Settlement benefit. The Class Administrator will issue Initial Payments as promptly as practicable after the claims have been reviewed and the amounts necessary to calculate the Initial Payments have been determined. After the claims process is completed, including the resolution of any disputes and determination of final settlement administration expenses and other amounts affecting the Settlement Fund, the Class Administrator will recalculate the Settlement benefits. You will then receive a Final Payment for any remaining amount due to you based on that final calculation. The timing of the Final Payment will depend on completion of these remaining administrative matters. The Class Administrator will issue Final Payments as promptly as practicable after the final calculations can be completed. All Final Payments shall be made to Class Members in the same proportion to

the amounts they received in the Initial Payment. The Final Payment may also include the Class Member's *pro rata* share of any Residual Funds.

## J. ATTENDING THE FAIRNESS HEARING

You do not have to attend the hearing. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating you intend to appear at the Fairness Hearing. Be sure to include: (1) the name of the Litigation ("*Denver Starcher v. Southwestern Energy Company, et al.*"); (2) your full name, current address, and telephone number; (3) your signature; (4) the words "Notice of Intention to Appear" at the top of the document; (5) the points you wish to speak about at the Fairness Hearing; and (6) the identity (name, address, and telephone number) of any lawyer who will speak on your behalf at the Fairness Hearing.

Please send your Notice of Intention to Appear to the Class Administrator at the address listed above, postmarked by **[date - 30 days after Notice Date]**.

You cannot speak at the hearing if you have excluded yourself from the settlement or if you are otherwise excluded from the Class.

## K. CLASS COUNSEL

The Court has appointed Christian E. Turak and Jeremy M. McGraw of Gold, Khourey & Turak, L.C. and Daniel J. Guida of Guida Law Offices, PLLC as Class Counsel to represent the interests of the Class. Their contact information is below:

| | | |
|---|---|---|
| Christian E. Turak, Esq.<br>Gold, Khourey& Turak, L.C.<br>510 Tomlinson Ave.<br>Moundsville, WV 26041<br>Telephone: (304) 845-9750<br>Facsimile: (304) 845-1286<br>cet@gkt.com | Jeremy M. McGraw, Esq.<br>Gold, Khourey& Turak, L.C.<br>510 Tomlinson Ave.<br>Moundsville, WV 26041<br>Telephone: (304) 845-9750<br>Facsimile: (304) 845-1286<br>jmm@gkt.com | Daniel J. Guida, Esq.<br>Guida Law Offices, PLLC<br>3374 Main Street<br>Weirton, WV 26062<br>Telephone: (304) 748-1213<br>Facsimile: (304) 148-1225<br>guidalaw@comcast.net |

## L. ADDITIONAL INFORMATION

This description of the Litigation is general and does not cover all of the issues and proceedings thus far. For further information about the Litigation and Settlement Agreement, please visit www.TriadRoyaltyClass.com. You may also contact Class Counsel pursuant to their contact information contained in the previous section.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.**

# EXHIBIT D-1
# (PUBLICATION NOTICE)

Legal Notice

# If You Were a Royalty Owner and Received a Payment from Expand Energy Beginning May 6, 2016, for a West Virginia Natural Gas Well, You Could Benefit From a Class Action Settlement

Settlement has been reached with Expand Energy Corporation f/k/a Southwestern Energy Company and its subsidiary, Expand Appalachia, LLC, including its formerly-known-as-entities, Triad Hunter, LLC d/b/a Triad Hunter, SWN Production (Ohio), LLC, SWN Production Company, LLC, f/ka/ Blue Ridge Mountain Resources, Inc., Eclipse Resources I, L.P., or Montage Resources Corporation (the "Expand Defendants") over royalty payments on certain oil and gas leases in West Virginia.

### A. Are you included?

You are a Class Member if:

- The lease pursuant to which the oil and gas was produced contains the Triad Royalty Provision that was not amended or modified;
- You have been paid royalties on oil and gas produced by the Expand Defendants since May 6, 2016, pursuant to the above-referenced oil and gas lease
- Post-production costs were deducted from your royalties by the Expand Defendants.

The full class definition is included in the Settlement Agreement available at www.TriadRoyaltyClass.com.

### B. What does the Settlement provide?

The Expand Defendants have agreed to make a payment of $6,000,000.00 (Six Million Dollars) to the Settlement Class for royalties paid by Defendants during the period from May 6, 2016, through the Effective Date, which will be distributed pro rata to Settlement Class members based on each Settlement Class Member's allocated share of the Settlement Funds.

More details on the Settlement are included in the Class Action Settlement Agreement and a detailed Notice, as well as related Exhibits are available at www.TriadRoyaltyClass.com.

### C. How much money can you get?

The amount of your Settlement Payment will be based on:

- Each Settlement Class Member's allocated share of the Settlement Funds, which will be calculated by Class Counsel based on the Class Member's total Stated Deductions on a dollar basis which were deducted from the Class Member's royalty payments ("Class Member's Stated Deductions") divided by the total Stated Deductions on a dollar basis which were deducted from the Total Class's royalty payments (Class Member's Percentage of Stated Deductions).
- The final number of Participating Settlement Class Members as ascertained by the Court. For more detail, see Class Action Settlement Agreement and related Exhibits available at www.TriadRoyaltyClass. com).

### D. How to exclude yourself from the Settlement.

If you do not want to be legally bound by the Settlement, you can **exclude** your (opt out) by [30 days after the Notice Date]. If you do not exclude yourself, you may **object** to the Settlement by [30 days after the Notice Date]. Details to exclude yourself from the Settlement or to object to it may be found at www.TriadRoyaltyClass.com.

### E. Do I need to take any action now?

You do not need to take any action at this time to remain a member of the Settlement Class. If you do nothing and do not request an exclusion from the Class by the deadline, you automatically remain in the Class. If the Settlement receives final approval from the Court and you have not excluded yourself from the Settlement, the Class

Administrator will later mail you (or you can request) a Claim Form and Benefit Notice ("Claim Form") stating your calculated Settlement benefit. You must timely return a valid Claim Form once it is sent to you to the Class Administrator in an envelope that is postmarked by [60 days after the Effective Date] to receive a Settlement Payment. If you are someone who is part of the Settlement Class and **do not** timely submit a valid Claim Form, you will not receive any distribution from the Settlement Amount and you will still be bound by all of the Court's orders and judgments. In addition, all of your claims relating to the Defendants' alleged acts and/or omissions will be released and you will be precluded from bringing a separate lawsuit and/or asserting the same claims or issues that were or could have been raised in this action against the Defendants.

**F. Fairness Hearing**

The Court will hold a hearing on **[FAIRNESS HEARING DATE]**, to consider whether to approve the Settlement. Attorneys representing the Class will request to be paid litigation expenses and attorneys' fees from the Settlement Fund created by the Settlement Agreement, which would be deducted from the Settlement Payments before distributing the rest to Class Members. Please note that the attorneys' fees and litigation costs are deducted proportionally from each Class Member's Settlement Payment. You and your own lawyer can appear and speak at the hearing, but you are not required to do so. To Appear at the Fairness Hearing, you must send a Notice of Intention to Appear to the Class Administrator by [30 days after the Notice Date]. See the website below for more details.

**This publication notice is a summary, to get more information:**
**Call: 1-877-537-1084 or Visit: www.TriadRoyaltyClass.com**