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.

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.

[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 March 11, 2027, at 2:00 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 30th day of September, 2026.

JOHN PRESTON BAILEY
UNITED STATES DISTRICT JUDGE

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