

**IN THE DISTRICT COURT OF GARVIN COUNTY
STATE OF OKLAHOMA**

WAKE ENERGY, LLC, on behalf of)	
itself and all others similarly situated,)	
)	
Plaintiff,)	
)	Case No. CJ-2024- _____
v.)	
)	
DEVON ENERGY PRODUCTION)	
COMPANY, L.P.,)	
)	
Defendant.)	

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (hereinafter, including all exhibits attached hereto and/or provided for herein referred to collectively as the “Settlement Agreement”) is entered into between Wake Energy, LLC, for itself and all others similarly situated (“Plaintiff”), and Devon Energy Production Company, L.P. (“Defendant”). Plaintiff and Defendant are collectively referred to herein individually as a “Party” and collectively as the “Parties.” The settlement contemplated by this Settlement Agreement is conditioned upon the terms and conditions set forth in this Settlement Agreement, including but not limited to the Court (1) approving this Settlement Agreement without material alteration and (2) entering the orders and judgments upon which this Settlement Agreement is conditioned, as more fully described below:

WITNESSETH:

WHEREAS, Plaintiff has prosecuted the claims at issue in this Litigation (“Litigation” specifically defined herein at paragraph 1.20), which claims are more fully described in the Petition attached to the Settlement Agreement as Exhibit 6;

WHEREAS, the Parties desire to resolve the Litigation in the District Court of Garvin County, State of Oklahoma, as more fully described herein;

WHEREAS, Plaintiff and Plaintiff's Counsel have prosecuted the Litigation for over three (3) years, beginning in April of 2021, which has included production of documents and data, research, accounting review and analysis, discovery, consultation by and with experts, multiple depositions, settlement negotiations among counsel for the Parties, multiple mediations, damage modeling, and other investigations and preparation;

WHEREAS, Plaintiff and Plaintiff's Counsel acknowledge that, during the course of their prosecution of the Litigation, they have received, examined, and analyzed information, documents, and materials they deem necessary and appropriate to enable them to enter into this Settlement Agreement on a fully informed basis. After such examination and analysis, based on the experience of Plaintiff's Counsel and their experts and consultants, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class and Plaintiff;

WHEREAS, Plaintiff agreed to settle the claims asserted against Defendant in the Litigation pursuant to this Settlement Agreement after considering: (1) the substantial benefits Class Members will receive from resolution of such claims, (2) the risks of litigating those claims, and (3) the desirability of permitting the Settlement to be consummated as provided by the terms of this Settlement Agreement;

WHEREAS, Defendant agrees that further prosecution and defense of the claims against it in this Litigation would be protracted and expensive. Defendant has evaluated the uncertainty and risks inherent in any such litigation and has determined that it is desirable to compromise and settle the claims against it in the Litigation;

WHEREAS, Defendant has adamantly denied, and continues to deny Plaintiff's claims against it and any and all liability to Plaintiff and the Settlement Class, and has vigorously defended against those claims; and

WHEREAS, Defendant enters into this Settlement Agreement without admitting any liability whatsoever, and solely to avoid further expense, inconvenience, and the disruption of defending against the claims asserted against it in the Litigation and to be completely free of any further controversy with respect to the claims that were asserted against it in the Litigation, as more fully described herein.

NOW THEREFORE, in consideration of the payments, mutual promises, agreements, undertakings, releases, and other terms and provisions of this Settlement Agreement, the sufficiency of which is hereby acknowledged by all Parties hereto, Defendant and Plaintiff, on behalf of themselves and the Settlement Class, stipulate and agree as follows, subject to the approval of the Court, without admission of any liability or wrongdoing, and in consideration of the benefits set forth herein, that all Released Claims (defined below) shall be fully, finally and forever compromised, settled, released and discharged, and the Litigation shall be dismissed with prejudice, upon and subject to the following terms and conditions.

1. DEFINITIONS

As used throughout this Settlement Agreement, any Plan of Allocation and Distribution Order, and all other documents attached hereto, the following phrases and words will be given the meanings set forth below:

1.1. **“Administration, Notice, and Distribution Costs”** means the reasonable and necessary fees, costs, and expenses charged by the Settlement Administrator (or any consultant retained by the Settlement Administrator with approval from Plaintiff's Counsel) for fees, costs,

and expenses generated or incurred in the administration, distribution, and notification of the Settlement, including: (a) fees, costs, and expenses of identifying the names, addresses and tax identification numbers of Class Members (to the extent not contained in the records provided by Defendant under paragraph 3.2 below); (b) fees, costs, and expenses incurred to publish and mail the Notices of Settlement to the Settlement Class (such as the cost to print the Notices of Settlement, mail the Notices of Settlement, and publish the Notices of Settlement pursuant to the Plan of Notice); (c) fees, costs, and expenses to prepare, issue, and mail (and reissue and re-mail, if necessary) the Distribution Checks to the Settlement Class; (d) fees, costs, and expenses to provide a reconciliation of the final amount of Residual Unclaimed Funds; (e) fees, costs, and expenses to calculate the amount each Class Member will receive under any Plan of Allocation; and (f) fees, costs, and expenses to calculate the amount each Class Member who does not timely and properly submit a Request for Exclusion will receive under the Final Plan of Allocation. Administration, Notice, and Distribution Costs also include the costs described in (a) through (f) above, incurred by Plaintiff's Counsel and/or Plaintiff associated with experts, consultants, or other personnel retained for purposes of administration, distribution, and notification. Administration, Notice, and Distribution Costs also include any fees or costs charged related to administration of the Gross Settlement Fund, including any fees or costs charged by the Settlement Administrator. Subject to Court approval, all Administration, Notice, and Distribution Costs will be paid from the Gross Settlement Fund.

1.2. “**Allocation Methodology**” means the methodology Plaintiff proposes to use to calculate the amount of the Net Settlement Fund to be sent to each Class Member.

1.3. “**Case Contribution Award**” means the award ordered by the Court, if any, to Plaintiff for its time, expense, and participation in this Litigation and in representing the Settlement Class.

1.4. “**Claim Period**” means checks or payment made or issued by Defendant for residue gas produced during the month of February 2021.

1.5. “**Class Member**” is a person or entity belonging to the Settlement Class.

1.6. “**Court**” means the District Court of Gavin County, Oklahoma.

1.7. “**Defendant**” means Devon Energy Production Company, L.P.

1.8. “**Defendant’s Counsel**” means the law firm of McAfee & Taft A Professional Corporation.

1.9. “**Distribution Check**” means a check payable to a Class Member who does not timely and properly submit a Request for Exclusion, or who is not otherwise excluded from the Settlement Class by order of the Court, for the purpose of paying that Class Member’s share of the Net Settlement Fund pursuant to the Allocation Methodology.

1.10. “**Effective Date**” means the first date by which all of the events and conditions specified in paragraph 9.4 below have occurred.

1.11. “**Escrow Account**” means an account maintained by the Escrow Agent.

1.12. “**Escrow Agent**” means JND Legal Administration or the bank or financial institution mutually agreed upon by the Parties and appointed and approved by the Court to carry out the duties assigned to the Escrow Agent under this Settlement Agreement.

1.13. “**Escrow Agreement**” means the agreement(s) between Plaintiff’s Counsel (on behalf of Plaintiff and the Settlement Class), Defendant, and the Escrow Agent setting forth the

terms under which the Escrow Agent shall maintain the Escrow Account in accordance with this Settlement Agreement. The Escrow Agreement shall be in the form agreed to by the Parties.

1.14. **“Final and Non-Appealable”** means:

a) Thirty (30) days have elapsed following entry of the Judgment without the filing of: (i) any appeal or original action in any court seeking reconsideration, modification, or vacation of the Judgment; or (ii) any motion before the Court that would extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification, or vacation of the Judgment; or

b) One of the kinds of proceedings or motions listed in subparagraph (a) above has been filed and has resulted in a final order or judgment by the court in which it was commenced; and that final order or judgment has itself become final and is no longer subject to further review in any court.

1.15. **“Final Fairness Hearing”** means the hearing set by the Court under Okla. Stat. tit. 12 § 2023 to consider final approval of the Settlement.

1.16. **“Final Plan of Allocation”** means the final calculation of the Distribution Check that will be sent to each Class Member who has not timely and properly submitted a Request for Exclusion or otherwise been excluded from the Settlement Class by order of the Court.

1.17. **“Gross Settlement Fund”** means the total cash amount of Two Million Dollars (\$2,000,000.00) to be paid by Defendant. In no event shall Defendant or the Released Parties be required to pay more than the Gross Settlement Fund.

1.18. **“Judgment”** means the Judgment finally approving the Settlement between the Settlement Class and Defendant, which shall be in material conformance with Exhibit 2, attached hereto.

1.19. “**Initial Plan of Allocation**” has the meaning set forth in Paragraph 6.5.

1.20. “**Litigation**” means all of Plaintiff’s pre-filing efforts in furtherance of the claims more fully described in the Petition (Ex. 6). Such pre-filing efforts include all time and effort expended prior to the filing of the Petition (Ex. 6) which includes, but is not limited to, Plaintiff’s investigation of the claims, Plaintiff’s demand on Defendant relating to the claims, previous litigation of the claims by the Parties in Case No. CIV-21-352-PRW in the United States District Court for the Western District of Oklahoma, Plaintiff’s review and analysis of information produced by Defendant through discovery and in settlement negotiations, Plaintiff’s preparation and taking of multiple depositions, Plaintiff’s engagement of consultants to assist in analyzing the information produced by Defendant, Plaintiff’s mediating the claims with Defendant, and Plaintiff’s ultimate negotiation of the Settlement. Litigation further means and includes the action that will be initiated by Plaintiff’s filing of the Petition in the District Court of Garvin County, State of Oklahoma, as is more fully described in this Settlement Agreement at paragraph 3.1.

1.21. “**Litigation Expenses**” means the reasonable costs and expenses incurred by Plaintiff’s Counsel in commencing and prosecuting the Litigation.

1.22. “**Net Settlement Fund**” means the Gross Settlement Fund less: (a) any of Plaintiff’s Attorneys’ Fees and Litigation Expenses awarded by the Court; (b) any Case Contribution Award awarded by the Court; (c) any Administration, Notice, and Distribution Costs; (d) any other costs and expenses that the Court orders to be deducted from the Gross Settlement Fund; and (e) the amount of money under the Initial Plan of Allocation attributable to Class Members who timely and properly submitted Requests for Exclusion, or who were otherwise excluded from the Settlement Class by order of the Court.

1.23. “**Notice of Settlement**” means the notice in substantially the same form as Exhibits 3 and 4, which will be mailed or posted on the website in accordance with the Plan of Notice as described in Section 3 below, and the notice in substantially the same form as Exhibit 5 attached hereto, which will be published in accordance with the Plan of Notice as described in Section 3 below.

1.24. “**Oklahoma Wells**” shall mean all oil and gas wells within the State of Oklahoma operated by Defendant at any point during the month of February 2021.

1.25. “**Parties**” means, collectively, Defendant (as defined at paragraph 1.7) and Plaintiff (as defined at paragraph 1.26).

1.26. “**Plaintiff**” means Wake Energy, LLC.

1.27. “**Plaintiff’s Attorneys’ Fees**” means the fees that may be awarded by the Court to Plaintiff’s Counsel with respect to their work on the Litigation.

1.28. “**Plaintiff’s Counsel**” means the law firm of Mahaffey & Gore, P.C.

1.29. “**Plan of Allocation**” means the proposed plan of allocation, including the Initial Plan of Allocation and Final Plan of Allocation, and/or any order(s) entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to the members of the Settlement Class.

1.30. “**Plan of Notice**” means the process described in paragraph 3.4 below for sending and publishing the Notice of Settlement.

1.31. “**Preliminary Approval Order**” means the order in substantially the form attached hereto as Exhibit 1 to be entered by the Court preliminarily approving the Settlement, certifying the class for settlement purposes only, and directing that the Notices of Settlement be provided to the Settlement Class as set forth therein.

1.32. “**Released Claims**” means any and all claims, actions (including class actions), causes of action, choses in action, demands, debts, obligations, duties, liens, liabilities, and other theories of liability and recovery of whatsoever kind and nature, whether in contract or tort, at law or in equity, under express or implied covenants, or duties, known or unknown, accrued or unaccrued, contingent, prospective or matured, whether for actual, direct, indirect, consequential, treble, or punitive damages, disgorgement, interest, injunctive relief, declaratory relief, equitable relief, or any other type of relief, asserted or that could have been asserted in the Litigation against the Released Parties related to or arising from the price Defendant or the Released Parties received from selling residue gas produced during the Claim Period by Defendant from Oklahoma Wells. The release shall extend to and include Defendant and the Released Parties. This release does not include working interest payments, overriding royalty payments, or any claim by royalty owners related to or arising from post-production costs.

1.33. “**Released Parties**” means Defendant as well as its affiliated predecessors, successors, heirs, assignors, assignees; any past and present parent companies, subsidiaries, affiliates; and any former or present officers, directors, stockholders, members, partners, managers, employees, agents, attorneys, board members, insurers, and subsidiaries and affiliates of the foregoing persons or entities.

1.34. “**Releasing Parties**” means Plaintiff and the Class Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court; their successors, heirs, and assignees; and any past and present officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, and affiliates of such persons or entities. Releasing Parties includes all Class Members who do not timely and properly submit Requests for Exclusion and who are not

otherwise excluded from the Settlement Class by order of the Court without regard to whether a member of the Settlement Class actually received a payment from the Net Settlement Fund and without regard to whether any payment received was correctly determined. All members of the Settlement Class who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court and their heirs, successors, and assigns will be enjoined by the Court in the Judgment from filing or prosecuting Released Claims.

1.35. “**Request for Exclusion**” means any request for exclusion from the Settlement Class pursuant to Okla. Stat. tit. 12 § 2023 that meets the requirements set by the Court for exclusion.

1.36. “**Residual Unclaimed Funds**” means any portion of the Net Settlement Fund that has not been deposited, cashed, or otherwise claimed by a Class Member, including but not limited to: (a) the total amount of Distribution Checks sent to Class Members who later cannot be located by the Settlement Administrator or Plaintiff’s Counsel through reasonable efforts (as described in paragraph 6.11 below), along with any interest and returns that accrue on such amounts during the time they are in the Escrow Account or any distribution account maintained by the Settlement Administrator; and which remain unused after final distributions and administrations have been made; and (b) the amount of Distribution Checks sent to Class Members that are voided because they are not cashed or deposited within the time specified on the Distribution Check, along with any interest and returns that accrue on such amounts during the time they are in the Escrow Account, and which remains unused after final distributions and administrations have been made.

1.37. “**Settlement**” means the Parties’ agreement to resolve the Litigation as described herein.

1.38. “**Settlement Administrator**” means JND Legal Administration or the person or entity that is mutually agreed upon by the Parties and approved and appointed by the Court to administer the Settlement.

1.39. “**Settlement Class**” shall mean the below-described class that the Parties have agreed should be certified for settlement purposes only pursuant to the entry of the Preliminary Approval Order to be entered by the Court in the same or similar form attached hereto as Exhibit

1. The Settlement Class is to be substantially defined as follows:

All non-excluded persons or entities who were paid royalties from Devon Energy Production Company, L.P. on residue gas produced from Oklahoma Wells that was sold to Devon Gas Services, L.P. during the Claim Period.

Excluded from the Settlement Class are: (1) Devon Energy Production Company, L.P. and the Released Parties and their respective affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) Commissioners of the Land Office of the State of Oklahoma (CLO); (4) any publicly traded company or its affiliated entity that produces, gathers, processes, or markets gas; (5) any Indian Tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); (6) Judy Grellner; and (7) Kunneman Properties, LLC.

Except as expressly excluded from the Settlement Class as set forth above, the Parties intend the Settlement Class to be construed as broadly as possible to include all persons or entities that otherwise meet the definition of the Settlement Class.

2. **Consideration**

2.1. The Parties agree to settle the Litigation as set forth herein. In exchange for Plaintiff's releases, covenants, and agreements in the Settlement, both on its behalf and on behalf of the Class Members, Defendant agrees to provide Plaintiff and Class Members the Gross Settlement Fund.

2.2. Defendant shall pay the Gross Settlement Fund into the Escrow Account no later than ten (10) business days following the Court's entry of the Preliminary Approval Order.

2.3. Except for Defendant's obligation to make the payment called for by paragraph 2.2, neither Defendant, the Released Parties, nor Defendant's Counsel shall have any liability to Plaintiff, Plaintiff's Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent or Settlement Administrator. If Defendant fails to pay the amount of the Gross Settlement Fund into the Escrow Account within the time specified above in paragraph 2.2, such amount will accrue compounded annual interest at the rate of Twelve Percent (12%) beginning on the date in which payment is due and ending when the Gross Settlement Fund is paid into the Escrow Account.

2.4. The Parties agree that the Settlement of the Released Claims is supported by adequate consideration and the Parties' agreements, releases, and covenants herein.

2.5. The Class Members who have not timely and properly submitted a Request for Exclusion and are not excluded from the Settlement Class by Order of the Court agree, in consideration of the agreements of Defendant in this Settlement Agreement, to give the Release, Dismissal and Covenant Not to Sue described in Section 4, below.

3. Plan of Notice and Court Approvals

3.1. No later than fourteen (14) days following execution of this Settlement Agreement, Plaintiff shall initiate a proceeding in the District Court of Garvin County, State of Oklahoma (the "District Court"), and Defendant shall consent to proper venue and jurisdiction of the District Court over the proceeding. The form of the Petition shall be in substantially the same form as Exhibit 6 to this Settlement Agreement. Plaintiff's motion for preliminary approval shall be submitted to the Court no later than fourteen (14) days following the initiation of the proceeding

in the District Court, and Plaintiff will provide a draft of the preliminary approval motion to Defendant two (2) business days before filing. Plaintiff's Motion for Preliminary Approval shall include the proposed Preliminary Approval Order, in substantially the form attached hereto as Exhibit 1, which will, *inter alia*: (a) certify the Settlement Class for the purposes of this Settlement only; (b) preliminarily approve the Settlement as set forth in this Settlement Agreement; (c) approve the Notice of Settlement and Plan of Notice; and (d) direct the Settlement Administrator to provide the Notice of Settlement to the Settlement Class in accordance with the Plan of Notice or in any other manner the Court may direct in accordance with Okla. Stat. tit. 12 § 2023. If for any reason the Settlement is terminated, the Court does not enter the proposed Preliminary Approval Order or the proposed Judgment in material conformance with the Exhibits hereto, or if it is no longer possible for the Judgment to become Final and Non-Appealable, then, at the option of any Party hereto, the Litigation shall be dismissed without prejudice from Garvin County. Such dismissal shall not operate or be construed as an adjudication or determination on the merits, and the Parties agree neither of them will argue otherwise in any court. In such event, Plaintiff may re-file the Litigation in any court of competent jurisdiction of its choosing, provided that Defendant is not hereby waiving any procedural or other defense Defendant may have to such forum.

3.2. No later than fourteen (14) days following entry of the Preliminary Approval Order, to the extent not already provided to Plaintiff's Counsel, Defendant shall provide Plaintiff's Counsel the names, last known addresses, and taxpayer identification numbers for Class Members to the extent such information is presently within Defendant's possession. To the extent the names, last known addresses, and/or taxpayer identification numbers of Class Members are not contained in Defendant's records, Defendant shall have no duty to locate, search for, or otherwise provide such information to Plaintiff's Counsel, nor shall Defendant have the duty to verify the present

accuracy of the contact or tax identification information contained in Defendant's records. All information provided by Defendant hereunder, including but not limited to taxpayer identification numbers, shall be treated as Confidential and shall not be disclosed except as necessary for the administration of this Settlement. Defendant agrees to cooperate in providing this data to Plaintiff's Counsel and understands that the deadlines set forth in this Settlement Agreement are based in part on Defendant's timely provision of this data to Plaintiff's Counsel.

3.3. After the Preliminary Approval Order is entered and prior to sending the Notice of Settlement, the Settlement Administrator shall make reasonable efforts to: (a) verify the last known addresses of potential Class Members provided by Defendant pursuant to paragraph 3.2; and (b) locate current addresses of any potential Class Members for whom Defendant has not provided an address.

3.4. No later than thirty (30) days after entry of the Preliminary Approval Order, or at such time as is ordered by the Court, the Settlement Administrator will mail (or cause to be mailed) the postcard Notice of Settlement by mail (Exhibit 3) to all Class Members who have been identified after reasonable efforts to do so and will post on the settlement website the Notice of Settlement (Exhibit 4). The postcard Notice of Settlement (Exhibit 3) will be mailed to Class Members using the data described in paragraph 3.2 above and any updated addresses found by the Settlement Administrator. No later than ten (10) days after the Notice is mailed, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the summary Notice of Settlement (Exhibit 5) one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; and (b) *The Tulsa World*, a paper of general circulation in Oklahoma. Within ten (10) days after mailing the postcard Notice of Settlement and continuing through the date of the Final Fairness Hearing, the Settlement

Administrator also will display (or cause to be displayed) on an internet website dedicated to this Settlement the following documents: (a) the Notice of Settlement, (b) the Petition, (c) this Settlement Agreement, (d) the Preliminary Approval Order, and (e) other publicly filed documents related to approval of the Settlement. Neither Defendant, Defendant's Counsel, the Released Parties, Plaintiff, the Settlement Class, nor Plaintiff's Counsel shall have any liability for failure of the Notice of Settlement to reach any Class Member.

3.5. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to this Settlement Agreement, Plaintiff's Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to 12 O.S. § 2023(E); (b) entry of a Judgment in substantially the same form as Exhibit 2 attached hereto; (c) final approval of the Allocation Methodology and Initial Plan of Allocation; and (d) approval of Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and/or the Case Contribution Award. The Parties will request the Court to hold a Final Fairness Hearing as described in the Notice of Settlement, and to then enter Judgment, and specifically approving all terms and provisions of the Settlement, including the Allocation Methodology and Final Plan of Allocation; provided, however, that Defendant will take no position on the Allocation Methodology nor any Plan of Allocation implementing the Allocation Methodology.

3.6. All Administration, Notice, and Distribution Costs shall be paid from the Gross Settlement Fund. Defendant shall have no liability for any costs associated with the administration of this Settlement after it pays the Gross Settlement Fund.

4. Release, Dismissal, and Covenant Not to Sue

4.1. Upon the Effective Date, the Released Parties, individually and collectively, shall be fully, finally, and forever released from the Released Claims of the Class Members and other Releasing Parties who are not excluded from the Settlement Class by virtue of a timely and properly submitted Request for Exclusion or other Court order, and such Releasing Parties shall be enjoined from asserting or prosecuting any Released Claims against any Released Parties.

4.2. Upon the Effective Date, and for the consideration provided for herein, Defendant, on behalf of itself and the Released Parties for whom Defendant maintains control, individually and collectively: (a) shall be deemed by operation of law to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed any and all claims against Plaintiff and the Class Members related to the Released Claims; (b) shall be enjoined from asserting or prosecuting any such claims against same; and (c) agree and covenant not to sue Plaintiff, Plaintiff's Counsel, or the Class Members for any and all claims related to the Released Claims.

4.3. Upon the Effective Date, and for the consideration provided for herein, each and every Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class (a) agrees and covenants that, in addition to the foregoing release of the Released Claims, he, she, or it shall not, at any time, directly or indirectly, on the Class Member's behalf, sue, institute, or assert against the Released Parties any claims or actions on or concerning the Released Claims, and (b) acknowledges that the foregoing covenant shall apply and have effect by virtue of this Settlement Agreement and by operation of the Judgment. Each Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class further agrees and acknowledges that the covenants not

to sue provided for in this paragraph are made to inure to the benefit of, and are specifically enforceable by, each of the Released Parties.

4.4. The Judgment approving the Settlement Agreement shall dismiss the Released Claims asserted in the Litigation with prejudice. However, any continuing obligations under this Settlement Agreement shall survive the entry of the Judgment. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, will retain exclusive and continuing jurisdiction over this Litigation for purposes of administering this Settlement Agreement and any issues associated therewith.

5. Escrow Account and Payment of Taxes

5.1. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement and/or further order of the Court. Unless otherwise agreed to in writing between Defendant and Plaintiff's Counsel, the Escrow Agent shall invest any funds in excess of \$100,000.00 in United States Treasury Bills having maturities of 90 days or less, or money market mutual funds comprised of investments secured by the full faith and credit of the United States Government, or an account fully insured by the United States Federal Deposit Insurance Corporation ("FDIC"). Any funds held by the Escrow Agent in an amount less than \$100,000.00 may be held in an interest-bearing account insured by the FDIC or money market mutual funds comprised of investments secured by the full faith and credit of the United States Government or fully insured by the United States Government. All risks related to the investment of the Gross Settlement Fund, and any risk of loss of the fund deposited in the Escrow Account or any distribution account maintained by the Settlement Administrator after the Court enters the Distribution Order, shall be borne by the Gross Settlement

Fund alone and not by Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, or the Settlement Administrator.

5.2. The Parties agree that the Gross Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, as administrator of the Escrow Account within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). All taxes on the income earned on the funds in the Escrow Account shall be paid out of the Escrow Account as provided herein and pursuant to the disbursement instructions set forth in the Escrow Agreement. The Settlement Administrator shall also be solely responsible for causing payment to be made from the Gross Settlement Fund of any taxes owed with respect to the Gross Settlement Fund. The Settlement Administrator, as administrator of the Gross Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph; including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

5.3. Any tax returns prepared for the Gross Settlement Fund (as well as the election set forth therein) shall be consistent with the Settlement Agreement and in all events shall reflect that all taxes (including any interest or penalties) on the income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided herein. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendant, Defendant's Counsel, Plaintiff, and

Plaintiff's Counsel harmless for any taxes and related expenses of any kind whatsoever; including, without limitation, taxes payable by reason of any such indemnification on income earned while the Gross Settlement Fund (or any portion thereof) is in the Escrow Account or any distribution account maintained by the Settlement Administrator after the Court enters the Distribution. The Parties shall notify the Escrow Agent and Settlement Administrator promptly if they receive any notice of any claim for taxes relating to the Gross Settlement Fund.

5.4. All income taxes, if any, incurred on the part of the Class Members in connection with the implementation of this Settlement Agreement shall be reported and paid by the individual Class Members to the extent of their individual tax liability on proceeds they individually receive. Except for any amounts withheld for tax purposes by the Settlement Administrator, the individual Class Members are solely responsible for the payment of any taxes attributable to payments to them under this Settlement Agreement. Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, the Released Parties, the Gross Settlement Fund, and the Settlement Administrator shall have no responsibility or liability whatsoever for any such taxes. Defendant, Defendant's Counsel, the Released Parties, and the Class Members will bear no responsibility for any taxes due on Plaintiff's Attorney's Fees, any reimbursement of Litigation Expenses or Administration, Notice, and Distribution Costs, or any Case Contribution Award, and such taxes will not be paid from the Escrow Account.

5.5. All distributions shall be subject to any required federal or state income tax withholding, which the Settlement Administrator shall be entitled to withhold and pay to the appropriate taxing authorities. The Settlement Administrator shall provide IRS Form 1099s or other explanations of payments to Class Members sufficient to allow Class Members to know that proper tax payments have been or can be made or to allow them to submit requests for refunds. In

the event Distribution Checks are not cashed or are returned to the Settlement Administrator, such that the Class Members do not receive payment of the amounts distributed, the Settlement Administrator shall make reasonable efforts to identify a correct address for such Class Members and shall request a refund to the taxing authority to whom any withheld taxes were paid on behalf of the Class Member who did not receive payment. The Parties and their Counsel shall have no liability for any filed IRS Form 1099s. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendant, Defendant's Counsel, Plaintiff, and Plaintiff's Counsel harmless for any penalties and related expenses of any kind whatsoever associated with any filed IRS Form 1099s. The Parties shall notify the Escrow Agent and Settlement Administrator promptly if they receive any notice of any claim for penalties relating to a filed IRS Form 1099.

5.6. The Parties agree that Defendant, Defendant's Counsel, the Released Parties, Plaintiff, and Plaintiff's Counsel have no responsibility or liability for any severance taxes or other taxes that may be due on the amounts disbursed to the Class Members.

5.7. In the event Defendant is required to pay any taxes or assessments attributable to the Class Members by virtue of a Class Member's receipt of payment under this Settlement Agreement, including any applicable interest or penalties, each Class Member will indemnify Defendant as to the taxes, assessments, interest, and penalties attributable to such Class Member paid by Defendant. Without limitation of the foregoing, Defendant shall be entitled to recover from each Class Member that portion of such taxes or assessments, interest, and penalties attributable to the portion of the Net Settlement Fund allocated to such Class Member by any lawful means available to Defendant, including deduction or offset from any future payments to the Class Member. Defendant's Counsel shall not have any responsibility or liability whatsoever for any taxes or assessments, interest, or penalties on amounts distributed to a Class Member. Plaintiff and

Plaintiff's Counsel shall not have any responsibility or liability whatsoever for any taxes or assessments, interest, or penalties on amounts distributed to a Class Member.

5.8. Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, the Released Parties, and the Settlement Administrator do not provide any tax advice whatsoever and shall have no liability whatsoever for any taxes or assessments due, if any, on the Gross Settlement Fund, and make no representation or warranty regarding the tax treatment of any amount paid or received under this Settlement. Any Class Member with tax questions or concerns is urged to immediately contact his/her own tax adviser. Defendant, Defendant's Counsel, and the Released Parties will have no input in determining the amount of taxes payable by the Settlement Class or how the taxes will be paid from the Gross Settlement Fund and likewise will not be bound in any respect by such determination or be attributed with any agreement as to whether the taxes paid by the Settlement Class are due or payable.

5.9. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the maintenance, investment, or distribution of the Net Settlement Fund, the establishment or maintenance of the Escrow Account, or any distribution account maintained by the Settlement Administrator after the Court enters the Distribution Order, the payment or withholding of any taxes, or any other expenses or losses in connection with such matters.

5.10. Subject to paragraph 6.9 regarding up to Seventy-Five Thousand Dollars (\$75,000.00) in Administration, Notice, and Distribution Costs, before making any distribution, the Settlement Administrator and/or Plaintiff's Counsel must request and receive approval from the Court. The request for distribution shall include the amount of the distribution, a summary of the items included in the proposed distribution, and any supporting evidence necessary for the

Court to verify that the amount comports with the terms of the Settlement and any applicable Court order.

6. Claims Administration, Allocation, and Distribution of Net Settlement Fund

6.1. The Allocation Methodology is a matter separate and apart from the proposed Settlement between Plaintiff and Defendant and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement. Provided that none of the terms of the Settlement are modified by such decision, any decision by the Court concerning the Allocation Methodology shall not affect the validity or finality of the Settlement or operate to terminate or cancel this Settlement or affect the finality of the Judgment. Further, after the issuance of any notice contemplated by this Settlement Agreement or ordered by the Court, the Allocation Methodology may be modified without any further notice being required, provided the modification is approved by the Court.

6.2. Plaintiff's Counsel shall, subject to Court approval, allocate the Net Settlement Fund to individual Class Members, except those who have timely and properly submitted a Request for Exclusion or are otherwise excluded from the Settlement Class, proportionally based on the amount each Class Member received in royalties from Defendant for residue gas produced from Oklahoma Wells and sold to Devon Gas Services, L.P. during the Claim Period.

6.3. No distributions will be made to Class Members who would otherwise receive a distribution of Five Dollars (\$5.00) or less under the Final Plan of Allocation. This *de minimis* threshold is set in order to preserve the overall Net Settlement Fund from the costs of claims that are likely to exceed the value of those claims. It has been determined by Plaintiff's Counsel that Five Dollars (\$5.00) is a reasonable *de minimis* threshold. A Class Member that falls into this category may request to be excluded from this Litigation as described in this Settlement Agreement

or otherwise will be bound by the Settlement Agreement and all provisions thereof despite receiving no payment under the Final Plan of Allocation. In the event the Court declines to approve the Five Dollar (\$5.00) *de minimis* payment provision contained in this paragraph, such refusal will not be grounds to disturb or terminate the Settlement Agreement by any Party. Instead, Plaintiff's Counsel will submit an alternative plan of allocation that does not include the Five-Dollar (\$5.00) *de minimis* payment provision contained in this paragraph.

6.4. Plaintiff will utilize any information provided by Defendant to direct any allocation to Class Members for the Claim Period. This allocation is subject to modification by Plaintiff's Counsel and final approval by the Court. Defendant and the Released Parties shall have no responsibility for the allocation and distribution of the Gross Settlement Fund or Net Settlement Fund, shall not be liable for any claims by, through, or under any Class Member or any third party relating to the allocation or distribution of the Gross Settlement Fund or Net Settlement Fund; including but not limited to any claims that a Class Member should have been allocated and distributed a different amount of the Gross Settlement Fund or Net Settlement Fund than it actually received or than provided by any plan of allocation. Defendant and the Released Parties will be indemnified by any Class Member asserting any such claims (or by, through, or under whom such claims are asserted) from and against any losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to the assertion of any such claims.

6.5. No later than twenty-eight (28) days prior to the Final Fairness Hearing, Plaintiff's Counsel will provide an Initial Plan of Allocation to Defendant, subject to extension if Defendant has not provided all of the data it is obligated to provide pursuant to paragraph 3.2 above. The Initial Plan of Allocation will reflect the amount of the Distribution Check to be sent to each Class Member based upon (a) data provided by Defendant pursuant to paragraph 3.2 above; (b) the

assumption that no Class Member timely and properly submits a Request for Exclusion from the Settlement Class or is excluded from the Settlement Class by other order of the Court; and (c) the assumption that Plaintiff's Counsel's application for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award will be approved. Plaintiff's Counsel may rely on the data provided by Defendant pursuant to paragraph 3.2 above for purposes of the Initial Plan of Allocation and is under no obligation to independently verify such data. Plaintiff will submit for approval by the Court the Initial Plan of Allocation based on the provisions of this section as part of or in conjunction with the Final Fairness Hearing.

6.6. Within sixty (60) days after the Effective Date, Plaintiff will file and seek approval of a distribution order with the Court, assuming the Plan of Allocation has been approved by the Court ("**Distribution Order**"). The Distribution Order will indicate the proportionate amount of the Net Settlement Fund to be paid to each Class Member pursuant to the Allocation Methodology and the Plan of Allocation. The Distribution Order will authorize the Escrow Agent to transfer the Net Settlement Fund to the Settlement Administrator for distribution and will direct the Escrow Agent to terminate the Escrow Account.

6.7. Within thirty (30) days after the Effective Date, the Settlement Administrator will (a) refund from the Net Settlement Fund to Defendant the amount attributable to Class Members in the Initial Plan of Allocation who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court, and (b) provide Defendant with the detail necessary for Defendant to verify the Settlement Administrator's calculation of the refund amount from the Net Settlement Fund.

6.8. The Settlement Administrator shall administer the Settlement and distribute the Net Settlement Fund under Plaintiff's Counsel's supervision in accordance with this Settlement Agreement and subject to the jurisdiction of the Court. Plaintiff, Defendant, and their respective Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms. The Net Settlement Fund shall be distributed to Class Members, except those who have timely and properly submitted a Request for Exclusion or are otherwise excluded from the Settlement Class, according to the Plan of Allocation, as determined by Plaintiff's Counsel, or according to such other plan of allocation and distribution order(s) as the Court approves. Further, to the extent Defendant has not provided the taxpayer identification number for a Class Member, the Settlement Administrator shall make reasonable efforts to obtain the Class Member's tax identification number, including making reasonable inquiry and sending a form W-9 Request for Taxpayer Identification Number and Certification to the best reasonably obtainable address of the Class Member.

6.9. The Parties agree that, other than up to Seventy-Five Thousand Dollars (\$75,000.00) in Administration, Notice, and Distribution Costs, no part of the Gross Settlement Fund will be distributed or paid to any person prior to the Effective Date or without Court approval. In the event the Settlement is not finally approved by the Court in substantially similar form as that jointly proposed by the Parties or the Judgment does not become Final and Non-Appealable, the Gross Settlement Fund shall be returned to Defendant within twenty (20) days of the occurrence of such non-approval at Defendant's election, less up to Seventy-Five Thousand Dollars (\$75,000.00) in reasonably incurred Administration, Notice, and Distribution costs incurred prior to such date, and Plaintiff agrees to provide reasonable support for such costs if requested.

6.10. After Court approval of the Plan of Allocation and entry of a Distribution Order, the Settlement Administrator will make prompt distribution of funds to those ordered by the Court to receive those funds. The Settlement Administrator will only make distributions based on the Plan of Allocation and Distribution Order approved by the Court. It is contemplated that distributions may be made in waves, where using that approach is more efficient for the Settlement Administrator, so that payments to readily identified owners are not unduly delayed. The Settlement Administrator will make a diligent effort to mail the first Distribution Checks within ninety (90) days after the entry of the Distribution Order. The Settlement Administrator will make a diligent effort to distribute the remainder of the Net Settlement Fund to Class Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Settlement Class within six (6) months after the Distribution Order. Any portion of the Net Settlement Fund remaining in the Escrow Account, or any distribution account maintained by the Settlement Administrator after the void date for each Distribution Check, and after all reasonable administration efforts are concluded, shall be considered Residual Unclaimed Funds.

6.11. The Settlement Administrator will use commercially reasonable efforts, subject to review and approval by Plaintiff's Counsel, to distribute the Net Settlement Fund. Defendant will provide all reasonably accessible information in its possession to assist in locating Class Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Settlement Class by Order of the Court. If the information needed to send a Distribution Check cannot be obtained through such efforts, the portion of the Net Settlement Fund attributable to such Class Member will remain in the Escrow Account or distribution account maintained by the Settlement Administrator as Residual Unclaimed Funds.

6.12. If the information needed to send a Distribution Check cannot be obtained through such efforts, the portion of the Net Settlement Fund attributable to such Class Member will remain in the Escrow Account as Residual Unclaimed Funds. If a Distribution Check is returned to the Settlement Administrator under circumstances suggesting the Class Member did not receive the Distribution Check (e.g., a mailed item returned due to an incorrect, insufficient, or outdated address), the Settlement Administrator and/or consultants working with the Settlement Administrator will use commercially reasonable methods to locate an updated address and will re-issue and re-mail the Distribution Check. If the information needed to send a Distribution Check cannot be obtained through such efforts, the portion of the Net Settlement Fund attributable to such Class Member will remain in the Escrow Account, or distribution account maintained by the Settlement Administrator, as Residual Unclaimed Funds.

6.13. Included with each Distribution Check shall be an enclosure that includes the following notice (or, if a change is required by the Court, a notice substantially the same as the following):

Class Member: The enclosed check represents a share of the net settlement fund in the settlement of the Class Action *Wake Energy, LLC v. Devon Energy Production Company, L.P.*, Case No. CJ-2024-___, District Court of Garvin County, State of Oklahoma. You are receiving this distribution and check because you have been identified as a Class Member in this action. If you are not legally entitled to the proceeds identified on the check, the Court has entered an Order that requires you to pay these proceeds to persons legally entitled thereto or return this check uncashed to the sender.

The person to whom this check was originally made payable, and anyone to whom the check has been assigned by that person, has accepted this payment pursuant to the terms of the Settlement Agreement, Notice of Settlement, and Judgment related thereto, which releases, *inter alia*, Defendant and the other Released Parties (as defined in the Settlement Agreement) from any and all Released Claims (as defined in the Settlement Agreement). Pursuant to the Order of the Court, it is the duty of the payee of the check to ensure that the funds are paid to the Class Member(s) entitled to the funds, and the release by Class Member(s) entitled to the funds shall be effective

regardless of whether such Class Member(s) receive some, all, or none of the proceeds paid to a payee of a settlement check.

This check shall be null and void if not endorsed and negotiated within ninety (90) days after its date. The release of claims provided in the settlement shall be effective regardless of whether this check is cashed.

6.14. Defendant, Defendant's Counsel, the Released Parties, the Settlement Administrator, Plaintiff, and Plaintiff's Counsel shall have no liability to any Class Member for mispayments, overpayments, or underpayments of the Net Settlement Fund.

6.15. If any Class Member has been paid any portion of the Net Settlement Fund for any period of time for which that Class Member was not entitled to receive that payment, and some other person or entity who owned or claims they owned the right to assert the Released Claims asserts a claim against any of the Released Parties for payment of all or a portion of the Net Settlement Fund or any other Released Claim, then the Class Member who received an excess share shall be liable for any overpayment amount to the person who is determined to have been properly owed that amount, and that Class Member shall indemnify, defend, and hold harmless any of the Released Parties, Plaintiff's Counsel, Defendant's Counsel, or any other Class Member.

6.16. Upon completing all distributions of the Net Settlement Fund (including any necessary supplemental distributions as set forth above in paragraphs 6.10 through 6.12), complying with the Court's order(s) in furtherance of this Settlement, and distributing the Residual Unclaimed Funds pursuant to the Court's order(s), the Settlement Administrator will have satisfied all obligations relating to the payment and distribution of the Net Settlement Fund.

6.17. To the extent not specifically addressed above, any other amount of the Net Settlement Fund that remains in the Escrow Account one hundred fifty (150) days after the Settlement Administrator sends the final wave of Distribution Checks, and for which further distribution is not economically reasonable, shall be considered Residual Unclaimed Funds.

6.18. Within one hundred eighty (180) days after the Settlement Administrator sends the final wave of Distribution Checks, the Settlement Administrator shall send a reconciliation of the Residual Unclaimed Funds to Plaintiff's Counsel. The reconciliation must include (a) a detail of each distribution made; (b) the detail of any interest or other returns earned; (c) the total Residual Unclaimed Funds and detail sufficient to verify that total; and (d) detail showing the total amount of the Administration, Notice, and Distribution Costs paid.

6.19. Following receipt of this information, Plaintiff shall move the Court for distribution of the Residual Unclaimed Funds to the Center of Family Love in Okarche Oklahoma. If, for any reason, the Center of Family Love is unable or unwilling to receive such funds, then to such other charity as recommended by Plaintiff and Plaintiff's Counsel and approved by the Court. Defendant shall take no position on Plaintiff's motion for distribution of the Residual Unclaimed Funds.

6.20. The Court shall retain jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, and any claims relating thereto shall be determined by the Court alone, and shall be limited to a determination of the claimant's entitlement to any portion of the Net Settlement Fund, and no consequential, punitive, or other damages; fees; interest; or costs shall be awarded in any proceeding regarding any such determination.

6.21. The Release, Dismissal, and Covenant Not to Sue shall be effective as provided in this Settlement Agreement, regardless of whether or not particular members of the Settlement Class did or did not receive payment from the Net Settlement Fund and regardless of whether or not any Class Member who was obligated pursuant to the Judgment to pay some or all of the distributed funds to another Class Member in fact made such payment to such other member of the Settlement Class. The failure of a Class Member to receive a payment from the Net Settlement Fund or the failure of a Class Member to make payment to another Class Member pursuant to the

payment obligations of the Judgment shall not be a defense to enforcement of the release of the Released Claims against the Released Parties or the Covenant Not to Sue, as to any Class Member.

6.22. Except in the case of willful and intentional malfeasance of a dishonest nature directly causing such loss, Plaintiff's Counsel, Plaintiff, the Settlement Class, Defendant's Counsel, the Released Parties, and Defendant shall have no liability for loss of any portion of any funds under any circumstances and, in the event of such malfeasance, only the party whose malfeasance directly caused the loss has any liability for the portion of funds lost.

7. Plaintiff's Attorneys' Fees, Case Contribution Award, Litigation Expenses, and Administration, Notice, and Distribution Costs

7.1. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, Plaintiff's Counsel may apply to the Court for an award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, the Case Contribution Award to Plaintiff, and for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs. Defendant and the Released Parties have no obligation for Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs, which shall be paid from the Gross Settlement Fund. Therefore, Defendant shall not take any position with respect to the applications; the amount of Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs sought; or with respect to whether the Court should make any or all such awards. Defendant specifically agrees not to contest an application for Plaintiff's Attorneys' Fees up to and including forty percent (40%) of the Gross Settlement Fund. Plaintiff and Plaintiff's Counsel agree to seek any award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, the Case Contribution Award to Plaintiff, and Litigation Expenses and Administration, Notice, and Distribution Costs exclusively from the Gross Settlement Fund. The Released Parties shall have no responsibility for and shall take no position with respect to Plaintiff's Attorneys'

Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, or Case Contribution Award, nor will they encourage or communicate with any anyone to object thereto.

7.2. Subject to the conditions and qualifications set forth below, any Plaintiff's Attorneys' Fees and reimbursement of Litigation Expenses that are awarded to Plaintiff's Counsel by the Court shall be paid to Plaintiff's Counsel from the Gross Settlement Fund, to the extent practicable through reasonably diligent efforts by the Settlement Administrator, no earlier than one (1) business day following the date the Judgment becomes Final and Non-Appealable. The terms of this provision may only be altered or amended by written agreement signed by Defendant's Counsel and Plaintiff's Counsel.

7.3. Any Case Contribution Award that is awarded by the Court shall be paid to Plaintiff with the Court's approval from the Gross Settlement Fund after the Effective Date.

7.4. An award of Plaintiff's Attorneys' Fees, a Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs is not a necessary term of this Settlement Agreement and is not a condition of this Settlement Agreement. No decision by the Court or any court on any application for an award of Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs shall affect the validity or finality of the Settlement. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement Agreement or the Settlement based on this Court's or any other court's ruling with respect to Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs.

8. Requests for Exclusion

8.1. Plaintiff shall not submit a Request for Exclusion and neither Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, nor anyone acting on behalf of said persons or entities,

shall encourage or communicate with anyone else regarding submission of a Request for Exclusion. Nevertheless, this Settlement Agreement does not prohibit Plaintiff's Counsel from counseling any Class Member as to his, her, or its legal rights under this Settlement Agreement, or prohibit any Class Member who seeks such counsel from Plaintiff's Counsel from electing to file a Request for Exclusion from the Settlement Class in accordance with the Court's orders on the subject.

8.2. Any putative Class Member who timely and properly submits a valid Request for Exclusion, as described below, shall have no right to object to the Settlement in any way, including but not limited to, the fairness, reasonableness, and/or amount of any aspect of the Settlement, Notice of Settlement, Plaintiff's Counsel's request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, the Case Contribution Award, the Allocation Methodology, any Plan of Allocation using the Allocation Methodology, or any distribution of the Net Settlement Fund or Residual Unclaimed Funds.

8.3. All Requests for Exclusion must be served on Defendant's Counsel, Plaintiff's Counsel, and the Settlement Administrator by United States Certified Mail, Return Receipt Requested, in compliance with any and all requirements imposed on Requests for Exclusion as contained in the Preliminary Approval Order and the Notice of Settlement in the manner set by the Court at least twenty-one (21) calendar days prior to the Final Fairness Hearing, unless such deadline is changed or altered by Order of the Court.

8.4. All Requests for Exclusion must include: (a) the Class Member's name, address, telephone number, and notarized signature; (b) a statement that the Class Member wishes to be excluded from the Settlement Class in *Wake Energy, LLC v. Devon Energy Production Company, L.P.*, CJ-2024-___, District Court of Garvin County, State of Oklahoma, and (c) a description of

the Class Member's interest in any wells for which Defendant remitted oil-and-gas proceeds, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion may not be submitted through the website or by telephone, facsimile, or e-mail.

8.5. All members of the Settlement Class who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by any Order of the Court, and their heirs, successors, and assigns, will be enjoined by the Court in the Judgment from filing or prosecuting the Released Claims, without regard as to whether a member of the Settlement Class actually received a payment from the Net Settlement Fund, and without regard as to whether any payment received was correctly determined.

9. Termination

9.1. If (a) the Court enters an order denying the motion for preliminary approval of the Settlement or expressly declines to enter the Preliminary Approval Order; (b) the Court refuses to approve this Settlement Agreement; (c) the Court denies the motion for final approval or declines to enter the Judgment; or (d) the Judgment is modified or reversed and such modification or reversal becomes Final and Non-Appealable, this Settlement Agreement shall terminate, and the Parties shall revert to the positions they occupied before the Settlement; provided, however, that any court decision, ruling, or order solely with respect to an application for Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs, or to the Allocation Methodology (or any Plan of Allocation using the Allocation Methodology) shall not be grounds for termination.

9.2. Defendant shall have the right and option, in its sole discretion, to terminate this Settlement if Class Members who have claims which, in the aggregate, exceed twenty percent

(20%) of the Net Settlement Fund under the Initial Plan of Allocation elect to opt-out of this Settlement. Within five (5) days after the opt-out period ends, the Settlement Administrator shall determine whether the aforesaid thresholds for opt-outs have been met and will notify Plaintiff's Counsel and Defendant's Counsel in writing regarding the results of that determination and simultaneously provide a list of the Class Members who have opted out. Defendant must elect to terminate this Settlement by written notice delivered to Plaintiff's Counsel on or before the expiration of five (5) business days following the date on which the Settlement Administrator provides the above-referenced written notice of the threshold for opt-outs. If Defendant does not exercise its right to terminate on or before the expiration of that five (5) business day period, Defendant's right to terminate shall expire. If Defendant timely and properly exercises its option to terminate this Agreement, this Agreement shall become null and void, subject to the provisions of paragraph 9.5 below, and all orders of the Court preliminarily or otherwise certifying the Settlement Class shall be vacated and the Parties shall be returned to the status quo that existed before the Parties had preliminarily agreed to propose this Settlement.

9.3. In the event that the Settlement is terminated, all Administration, Notice, and Distribution Costs paid from the Settlement Account prior to the date of termination will not be returned or repaid to Defendant.

9.4. The Effective Date, defined in paragraph 1.10, shall be the first business day on which all of the following shall have occurred:

- a) Defendant has fully paid, or caused to be fully paid, the Gross Settlement Fund, as required above;
- b) the Settlement Agreement has not terminated under Section 9 hereof;
- c) the Court has approved the Settlement as described herein and entered the Judgment in substantially the same form and content attached hereto as Exhibit 2; and

- d) such Judgment has become Final and Non-Appealable, as set forth in paragraph 1.14.
- 9.5. If the Settlement Agreement terminates under Section 9 hereof:
- a) the Effective Date shall not occur;
 - b) Plaintiff and Defendant shall be restored to their respective positions prior to the Settlement;
 - c) the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to Plaintiff, Defendant, the Released Parties, or any Class Member and shall not be used in the Litigation or in any other proceeding;
 - d) any Judgment or other order, including any order certifying the Settlement Class for settlement purposes only, entered by the Court in accordance with the terms of this Settlement Agreement, shall be treated as vacated, *Nunc pro Tunc*;
 - e) the Gross Settlement Fund will be returned to Defendant within twenty (20) days at Defendant's election, less up to Seventy-Five Thousand Dollars (\$75,000.00) in reasonably incurred Administration, Notice, and Distribution Costs incurred prior to such date, and Plaintiff's Counsel agree to provide reasonable support for such costs if requested; and
 - f) the Litigation shall proceed as if the Settlement Agreement and any orders or motions entered to further the Settlement were never entered.

10. Objections

10.1. The Notice of Settlement shall require that any objection to the Settlement, this Settlement Agreement, or to the application for Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and the Case Contribution Award be in writing and comply with all the requirements set forth herein and by the Court in the Preliminary Approval Order and Notice of Settlement.

10.2. If the Court determines that the Settlement, including the Allocation Methodology; the Plan of Allocation and the awards of Plaintiff's Attorneys' Fees; the Case Contribution Award; and Litigation Expenses and Administration, Notice, and Distribution Costs are fair, adequate, and reasonable to the Settlement Class, Plaintiff and Plaintiff's Counsel shall represent the Settlement

Class as a whole in all future proceedings in district court or on appeal, even if Class Members have objected to the Settlement and those objectors are severed for purposes of appeal, consistent with paragraph 10.3.

10.3. The Parties entered into the Settlement to provide certainty and finality to an ongoing dispute. Any Class Member wishing to remain a Class Member, but objecting to any part of the Settlement, can do so only as set forth herein and in the Notices of Settlement documents in substantially the same form as Exhibits 3 through 5, attached hereto. If, after hearing the objection(s), the Court determines that the Settlement, including but not limited to, the Allocation Methodology, the Plan of Allocation, and the awards of Plaintiff's Attorneys' Fees, any Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, is fair, adequate, and reasonable to the Class as a whole, then either or both Plaintiff and Defendant (each in their sole discretion) may request that the Court require each objecting Class Member to preserve their appellate rights as follows (prior to filing a Notice of Appeal): move for severance and separate appellate review of the Court's rulings on objections relating solely to one or more of the following: the Plan of Allocation, the award of Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs; provided, however, that none of the Parties shall file a motion for severance and separate appellate review of any objections to the fairness or approval of the Settlement Agreement.

10.4. If the Court determines that the Settlement, including but not limited to, the Allocation Methodology, the Plan of Allocation, and the awards of Plaintiff's Attorneys' Fees, any Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, as may be modified by the Court, is fair, adequate, and reasonable to the

Class as a whole, then either or both Plaintiff and Defendant (each in their sole discretion) may request the Court to require any objecting Class Member, as a prerequisite to pursuing appeal, to put up a cash bond in an amount sufficient to reimburse (a) the appellate fees of Plaintiff's Counsel and Defendant's Counsel, and (b) the amount of lost interest to the nonobjecting Class Members caused by any delay in distribution of the Net Settlement Fund that is caused by appellate review of the objection.

10.5. Only a person or entity who remains a member of the Settlement Class shall have the right to object to the Settlement, the Settlement Agreement, or the application for Plaintiff's Attorneys' Fees, Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award. In order for an objection to be valid, the written objection must be (a) filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel by United States Certified Mail, Return Receipt Requested at least twenty-one (21) calendar days prior to the Final Fairness Hearing, unless such deadline is extended or altered by Order of the Court, and (b) contain the following:

- i. A heading referring to *Wake Energy, LLC v. Devon Energy Production Company, L.P.*, Case No. CJ-2024-___, District Court of Garvin County, State of Oklahoma;
- ii. A statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address, and telephone number;
- iii. A detailed statement of the specific legal and factual basis for each and every objection;
- iv. A list of any witnesses the objector wishes to call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Discovery Code, Evidence Code, and the Local Rules of the Court);

- v. A list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing;
- vi. A list of any legal authority the objector may present at the Final Fairness Hearing;
- vii. The objector's name, current address, current telephone number, and all owner identification numbers with Defendant;
- viii. The objector's signature executed before a Notary Public or other officer authorized by law to administer oaths in the jurisdiction where the objector executes the signature;
- ix. Identification of the objector's interest in wells for which the objector has received payments made by or on behalf of Defendant (by well name, payee, well number, and county in which the well is located) during the Claim Period and identification of such payments by date of payment, date of production, and amount; and
- x. If the objector is objecting to any portion of the Plaintiff's Attorneys' Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Plaintiff or Plaintiff's Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not.

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

10.6. The Parties will not object to the fairness, adequacy, or reasonableness of the Settlement on appeal. Nor will Defendant take any position, including on appeal, regarding

Plaintiff's Attorneys' Fees, any Case Contribution Award, any reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the Allocation Methodology (or any Plan of Allocation using the Allocation Methodology).

11. Other Terms and Conditions

11.1. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation and denies that the Litigation could have been properly maintained as a class action. It is expressly agreed that neither this Settlement, the Settlement Agreement, any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, evidence of or an admission or concession by Defendant or the Released Parties of any fault, wrongdoing, or liability whatsoever with respect to the claims and allegations in the Litigation, or class certifiability. There has been no determination by any court, administrative agency, or other tribunal regarding the claims and allegations made in this Litigation. By agreeing to settle the claims of the Settlement Class in the Litigation, Defendant does not admit that the Litigation could have been properly maintained as a contested class action, and the Settlement Class does not admit any deficiency in the merits of their claims. Defendant asserts it has valid defenses to Plaintiff's and the Class Member's claims and is entering into the Settlement solely to compromise the disputed claims and avoid the risk and expense of continued litigation.

11.2. Entering into or carrying out the Settlement Agreement, any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement, and shall not be offered or received in evidence in any action or proceeding by or against any party hereto in any court, administrative agency, or other tribunal for any purpose

whatsoever other than to enforce the provisions of the Settlement between Defendant and any Class Member(s), the provisions of the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Released Claims in any proceeding. Further, Plaintiff and Defendant agree that any judgment approving this Settlement Agreement shall not give rise to any collateral estoppel effect as to the certifiability of any class in any other proceeding.

11.3. Plaintiff and Defendant shall use reasonable, good-faith efforts to encourage and obtain approval of the Settlement. Plaintiff and Defendant also agree to use reasonable, good faith efforts to promptly prepare and execute all documentation as may be reasonably required to obtain final approval by the Court of this Settlement and to carry out the terms of this Settlement Agreement.

11.4. Any documents or information disclosed by Defendant under the terms of this Settlement Agreement shall be treated as Confidential Information under the terms of the Protective Order entered as Doc. #26 in Case No. CIV-21-352-PRW in the United States District Court for the Western District of Oklahoma (the “**Protective Order**”). Confidential Information produced during the Litigation or disclosed according to this Settlement Agreement shall be returned or destroyed to the Supplying Party in accordance with paragraph 13 of the Protective Order. For purposes of paragraph 13 of the Protective Order, “the final resolution of this litigation” shall be the date on which the Settlement Administrator distributes the Residual Unclaimed Funds in accordance with the Court’s direction as contemplated in paragraph 6.19 of this Settlement Agreement.

11.5. Except as otherwise provided herein or by a writing signed by all the signatories hereto, the Settlement Agreement shall constitute the entire agreement among Plaintiff, Defendant, and the Released Parties related to the Settlement of the Litigation, and no representations,

warranties, or inducements have been made to any party concerning the Settlement other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement. Further, none of the Parties have relied upon any representations, warranties, or covenants made by any other Party other than those expressly contained and memorialized in the Settlement Agreement. This Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all signatories hereto or their successors-in-interest.

11.6. This Settlement Agreement may be executed in one or more counterparts, including by facsimile or imaged signatures. Facsimile or imaged signatures will have the same force and effect as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts of this Settlement Agreement and Plaintiff will file a complete copy of the Settlement Agreement that has been executed by all Parties with the Court.

11.7. Plaintiff and Defendant and their respective Counsel have mutually contributed to the preparation of the Settlement Agreement. Accordingly, no provision of the Settlement Agreement shall be construed against any party on the grounds that one of the parties or its counsel drafted the provision. Plaintiff and Defendant are each represented by competent counsel who have advised their respective clients as to the legal effects of this Settlement, and neither Plaintiff nor Defendant has received or relied upon advice from opposing counsel. Except as otherwise provided herein, each party shall bear its own costs in connection with the Settlement and preparation of the Settlement Agreement.

11.8. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, trustees, and assigns of the Parties hereto.

11.9. Plaintiff and Defendant intend this Settlement to be a final and complete resolution of all disputes asserted or that could be asserted with respect to the Released Claims. Accordingly, Defendant agrees not to file a claim against Plaintiff or Plaintiff's Counsel based upon an assertion that the Litigation was brought by Plaintiff or Plaintiff's Counsel in bad faith or without a reasonable basis. Similarly, Plaintiff agrees not to file a claim against Defendant or Defendant's Counsel based upon an assertion that the Litigation was defended by Defendant or Defendant's Counsel in bad faith or without a reasonable basis. Plaintiff and Defendant agree that the amount paid and the other terms of this Settlement were negotiated at arm's length, in good faith, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel. Neither Plaintiff nor Defendant shall assert any claims that the other violated the Oklahoma Pleading Code, Oklahoma Discovery Code, or Federal Rules of Civil Procedure or any other law or rule governing litigation conduct in the maintenance or defense of the Litigation.

11.10. The headings in the Settlement Agreement are used for the purpose of convenience only and are not meant to have legal effect.

11.11. All disputes and proceedings with respect to the administration of the Settlement and enforcement of the Judgment shall be subject to the jurisdiction of the Court. Plaintiff, the Settlement Class, and Defendant waive any right to trial by jury of any dispute arising under or relating to this Settlement Agreement or the Settlement.

11.12. To the extent non-material modifications of this Settlement Agreement are necessary, such modification may be made by written agreement among Plaintiff and Defendant after the Execution Date without further notice to the Settlement Class as provided herein. This Settlement Agreement and attached exhibits represent the entire, fully integrated agreement between the Parties with respect to the Settlement of the Litigation and may not be contradicted

by evidence of prior or contemporaneous oral or written agreements between the Parties. This Settlement Agreement cancels and supersedes any and all prior agreements, understandings, representations, and negotiations concerning this Settlement. No additional obligations or understandings shall be inferred or implied from any of the terms of this Settlement Agreement, as all obligations, agreements, and understandings with respect to the subject matter hereof are solely and expressly set forth herein. It is understood and agreed that the Parties rely wholly on their own respective judgment, belief, and knowledge of the facts relating to the making of this Settlement, which is made without reliance upon any statement, promise, inducement, or consideration not recited herein.

11.13. All counsel and any other persons executing this Settlement Agreement, and any of the exhibits hereto or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms. Plaintiff and each member of the Settlement Class is deemed to represent and warrant that he, she, or it holds the claims being released in the Settlement and that he, she, or it has full authority to release such claims.

11.14. Plaintiff and Defendant stipulate and agree that (a) all activity in the Litigation, except that contemplated in the Settlement Agreement, the Preliminary Approval Order, the Notice of Settlement, and the Judgment shall be stayed; and (b) all hearings, deadlines, and other proceedings, except the preliminary approval hearing (if any) and the Final Fairness Hearing, shall be taken off the calendar.

11.15. If any Party is required to give notice to the other Party under this Settlement Agreement, such notice shall be in writing and shall be deemed to have been duly given upon

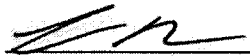
receipt by hand delivery, facsimile transmission, or electronic mail to the individuals named in the signature blocks below.

11.16. The Parties agree that the settlement terms reached at mediation or other negotiations are superseded in their entirety by this Settlement Agreement.

11.17. The Parties agree the Litigation and the Settlement do not relate to the offering of goods or services to persons in the European Union or the monitoring of behavior of persons residing in the European Union; thus, the Parties and their Counsel are not subject to the General Data Protection Regulation (GDPR) by virtue of anything related to this Settlement.

IN WITNESS WHEREOF, the parties and counsel have executed this Agreement, in several, as of September __, 2024.

Plaintiff:



By: Coy Reed

Title: Manager

Plaintiff's Counsel:



Travis P. Brown, OBA #20636
J. Matt Hill, OBA #33532
Scott R. Verplank, Jr., OBA #34041
MAHAFFEY & GORE, P.C.
300 N.E. 1st Street
Oklahoma City, OK 73104
(405) 236-0478
trbrown@mahaffeygore.com
mhill@mahaffeygore.com
sverplank@mahaffeygore.com

Defendant:

By: _____

Title: _____

Defendant's Counsel:

Timothy J. Bomhoff, OBA #13172
Patrick L. Stein, OBA #30737
Cole B. McLanahan, OBA #33566
MCAFFEE & TAFT, P.C.
8th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102-7103
Telephone: 405-235-9621
Facsimile: 405-235-0439
tim.bomhoff@mcafeetaft.com
patrick.stein@mcafeetaft.com
cole.mclanahan@mcafeetaft.com

receipt by hand delivery, facsimile transmission, or electronic mail to the individuals named in the signature blocks below.

11.16. The Parties agree that the settlement terms reached at mediation or other negotiations are superseded in their entirety by this Settlement Agreement.

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IN WITNESS WHEREOF, the parties and counsel have executed this Agreement, in several, as of September 30, 2024.

Plaintiff:

By: _____

Title: _____

Plaintiff's Counsel:

Travis P. Brown, OBA #20636
J. Matt Hill, OBA #33532
Scott R. Verplank, Jr., OBA #34041
MAHAFFEY & GORE, P.C.
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Oklahoma City, OK 73104
(405) 236-0478
trbrown@mahaffeygore.com
mhill@mahaffeygore.com
sverplank@mahaffeygore.com

Defendant:

By: Lindsey N. Miles

Title: Vice President

Defendant's Counsel:

Timothy J. Bomhoff, OBA #13172
Patrick L. Stein, OBA #30737
Cole B. McLanahan, OBA #33566
MCAFFEE & TAFT, P.C.
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