

<p>DISTRICT COURT, DENVER COUNTY, COLORADO</p> <p>Court Address: 1437 BANNOCK STREET, RM 256, DENVER, CO, 80202</p>	<p>Case No.: 2017CV31757 DATE FILED: August 23, 2023 Division: 209 Case Number: 2017CV31757</p>
<p>Plaintiff(s) OKLAHOMA POLICE PENSION AND RETIREMENT SYSTEM, Individually and on Behalf of All Others Similarly Situated</p>	
<p>v.</p>	
<p>Defendant(s) JAGGED PEAK ENERGY INC., et al.</p>	

AMENDED ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE, AND SETTING DATE FOR HEARING ON FINAL APPROVAL OF SETTLEMENT

WHEREAS, on August 21, 2023, the Parties to the above-entitled action (the “Action”) entered into a Stipulation of Settlement (the “Stipulation” or “Settlement”), which is subject to review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for the Settlement and dismissal of the claims alleged in the Action; and

WHEREAS, the Court has reviewed and considered: (i) the motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (ii) the Stipulation and the exhibits annexed thereto; and

WHEREAS, the Parties to the Stipulation have consented to the entry of this Order; and

WHEREAS, all capitalized terms used in this Order that are not otherwise defined herein have the meanings set forth in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED, this 23rd day of August 2023 that:

1. The Court preliminarily finds that: (a) the Settlement resulted from informed, extensive arm’s-length negotiations, including mediation among Plaintiff and Defendants under the direction of an experienced mediator, Robert A. Meyer of JAMS; and (b) the Settlement

appears to fall within the range of approval and is sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class.

2. The Court hereby preliminarily approves the Settlement subject to further consideration at the Settlement Hearing described below.

3. For purposes of the Settlement only, and preliminarily, for the purposes of this Order, the Action shall proceed as a class action, pursuant to Rule 23 of the Colorado Rules of Civil Procedure, on behalf of a Settlement Class consisting of all persons and entities who purchased or otherwise acquired Jagged Peak Energy, Inc. (“Jagged”) common stock in or traceable to Jagged’s initial public offering on January 27, 2017. Excluded from the Settlement Class are Defendants, Defendants’ Counsel, and the Defendants’ Released Parties, *provided, however*, that any Investment Vehicle shall not be excluded from the class. Also excluded from the Settlement Class will be any Persons who timely and validly seek exclusion from the Settlement Class or whose request for exclusion is accepted by the Court.

4. For purposes of the Settlement only, and preliminarily, for the purposes of this Order, the Plaintiff is hereby certified as the Class Representative and Plaintiff’s Counsel is appointed Class Counsel.

5. A Settlement Hearing is hereby scheduled to be held before the Court **on December 15, 2023, at 12:00 p.m.** for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether the proposed Final Order and Judgment as provided under the Stipulation should be entered; (c) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court; (d) to consider Class Counsel’s application for an award of attorneys’ fees and expenses; (e) to consider Plaintiff’s request for compensation for its efforts in

prosecuting the Action on behalf of the Class; (f) to consider any objections received by the Court; and (g) to rule upon any other matters that the Court may deem appropriate.

6. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Settlement Class and may adjourn the Settlement Hearing or modify any of the dates in this Order without further notice to the Settlement Class. The Court further reserves the right to enter the Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation, Plaintiff's Counsel's request for an award of attorneys' fees and expenses, or Plaintiff's request for compensation for its efforts in prosecuting the Action on behalf of the Class.

7. The Court approves the form, substance, and requirements of the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), Summary Notice of Pendency of Class Action and Proposed Settlement for publication (the "Summary Notice"), and the Proof of Claim form ("Proof of Claim"), substantially in the forms annexed hereto as Exhibits 1, 2, and 3, respectively.

8. The Court approves the retention of A.B. Data, Ltd. as the Claims Administrator. The Claims Administrator shall cause the Notice and Proof of Claim, substantially in the forms annexed hereto as Exhibits 1 and 2, respectively, to be mailed, by first-class mail, postage prepaid, no later than twenty-one (21) calendar days after entry of this Order to all Settlement Class Members who can be identified with reasonable effort. Jagged, to the extent it has not already done so, and no later than fourteen (14) calendar days following entry of this Order, shall take reasonable efforts to obtain and provide, or cause to be provided, to Plaintiff's Counsel or the Claims Administrator, at no cost to Plaintiff or the Settlement Class, the Company's transfer records in electronic searchable form, such as Excel, containing the names and addresses of

Persons who purchased or otherwise acquired Jagged's publicly traded common stock in or traceable to the IPO as of the day following the completion of the IPO.

9. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased or otherwise acquired Jagged's publicly traded common stock in or traceable to the IPO as record owners but not as beneficial owners. Such nominee purchasers shall: (a) within fourteen (14) calendar days of receipt of the letter providing notice of the Settlement, request from the Claims Administrator sufficient copies of the Notice and Proof of Claim to forward to all such beneficial owners for whom they purchased or otherwise acquired the publicly traded common stock in or traceable to the IPO and within fourteen (14) calendar days of receipt of those Notices and Proof of Claim forms forward them to all such beneficial owners; or (b) within fourteen (14) calendar days of receipt of the letter providing notice of the Settlement, request from the Claims Administrator an electronic copy of the Notice and Proof of Claim and within fourteen (14) calendar days of receipt of the electronic Notice and Proof of Claim, email the Notice and Proof of Claim to beneficial owners for whom the broker or nominee has valid email addresses; or (c) within fourteen (14) calendar days of receipt of the letter providing notice of the Settlement, provide a list of the names, mailing addresses and, if available, email addresses, of all such beneficial owners to the Claims Administrator, in which event the Claims Administrator shall promptly mail or email the Notice and Proof of Claim to such beneficial owners. Nominees who elect to send the Notice to their beneficial owners shall also send a statement to the Claims Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action. Upon full and timely compliance with these directions, the nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which

reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

10. The Claims Administrator shall cause the Summary Notice to be published once in *Investor's Business Daily* and to be transmitted over a national wire service within fourteen (14) calendar days after the mailing of the Notice.

11. Class Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Notice and Proof of Claim and proof of publication of the Summary Notice.

12. The form and content of the Notice and the Summary Notice, and the method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Colorado Rules of Civil Procedure, due process, and all other applicable laws and constitute the best notice practicable under the circumstances and due and sufficient notice to all persons and entities entitled thereto and are reasonably calculated under the circumstances to describe the terms and effects of the Settlement and to apprise the members of the Settlement Class of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided pursuant thereto, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

13. Class Counsel may pay from the Settlement Fund, without further approval from Defendants or the Court, Notice and Administration Expenses as provided in the Stipulation.

14. In order to be entitled to receive a distribution from the Net Settlement Fund, in the event the Settlement is consummated in accordance with its terms as set forth in the Stipulation, each person claiming to be an Authorized Claimant shall take the following actions and be subject to the following conditions:

(a) the Authorized Claimant must submit a properly executed Proof of Claim, substantially in the form annexed hereto as Exhibit 2, to the Claims Administrator signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to the Authorized Claimant, no later than ninety (90) calendar days after the date set for the initial mailing of the Notice to the Settlement Class. The Proof of Claim shall be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in accordance with the instructions in the Proof of Claim. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(b) any Authorized Claimant who does not timely submit a Proof of Claim within the time provided for shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Final Judgment. Notwithstanding the foregoing, the Claims Administrator shall have the discretion (but not an obligation) to accept late-submitted Claims for processing, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. The Claims Administrator may also, in its discretion, waive what it deems to be *de minimis* or formal or technical defects in any Proof of Claim submitted. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late-submitted claims;

(c) as part of the Proof of Claim, each Authorized Claimant shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Stipulation.

15. Settlement Class Members shall be bound by all orders, determinations, and judgments in this Action, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in a timely and proper manner, as provided in the Notice. Settlement Class Members whose requests for exclusion from the Settlement Class are allowed by the Court shall not be eligible to receive any payment from the Net Settlement Fund. A Settlement Class Member wishing to make such a request shall, no later than sixty (60) calendar days after the date set for the initial mailing of the Notice to Settlement Class Members, mail a request for exclusion in written form by first-class mail postmarked to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address, and telephone number of the Person seeking exclusion, that the sender requests to be excluded from the Settlement Class, and must be signed by such Person. Persons requesting exclusion are also directed to state the date(s), price(s), and number of shares of Jagged common stock they purchased or acquired in or traceable to Jagged's initial public offering on January 27, 2017. The request for exclusion shall not be effective unless it is made in writing within the time stated above, and the exclusion is accepted by the Court.

16. Any Person who submits a request for exclusion may thereafter submit to the Claims Administrator and Plaintiff's Counsel a written and signed revocation of that request for exclusion provided that it is received no later than seven (7) calendar days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

17. Any Settlement Class Member who does not request exclusion from the Settlement Class may object to the proposed Settlement, the proposed Plan of Allocation, Class Counsel's application for an award of attorneys' fees and expenses, and/or Plaintiff's request for compensation for its efforts in prosecuting the Action on behalf of the Class. The Court will consider objections to the proposed Settlement, proposed Plan of Allocation, Class Counsel's application for an award of attorneys' fees and expenses, and Plaintiff's request for compensation

for its efforts in prosecuting the Action on behalf of the Class. Any person wanting to object must do so in writing and may also appear at the Settlement Fairness Hearing at his, her, or its own choice. Any such objection and any supporting papers, including copies of any exhibits they intend to introduce into evidence at the Settlement Hearing and the names of any witnesses they intend to call, accompanied by proof of membership in the Settlement Class, shall be filed with the Court, and copies of all such papers shall be served on Deborah Clark-Weintraub, Scott+Scott Attorneys at Law LLP, 230 Park Ave., 17th Floor, New York, NY 10169, on behalf of Plaintiff and the Settlement Class, and on Andrew E. Jackson, Vinson & Elkins LLP, Trammel Crow Center, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201, and Audra Soloway, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 on behalf of Defendants. Such objections shall be filed and served **no later than November 13, 2023**. The Claims Administrator, Defendants' Counsel, and Plaintiff's Counsel shall promptly furnish each other with copies of any and all objections that come into their possession. A Settlement Class Member who files a written objection does not have to appear at the Settlement Hearing for the Court to consider his, her, or its objection. Any member of the Settlement Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to the Plan of Allocation, to the award of attorneys' fees and expenses to Plaintiff's Counsel and Plaintiff's request for compensation for its efforts in prosecuting the Action on behalf of the Class.

18. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the Action other than proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of the Court. Pending final determination of whether the Settlement should be approved, (i) Plaintiff, all

Settlement Class Members, and each of them, shall not institute, commence, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Claims against the Released Defendants' Parties; and (ii) all Released Defendants' Parties, and each of them, shall not institute, commence, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Defendants' Claims against the Released Plaintiff's Parties.

19. All papers in support of the Settlement, Plan of Allocation, Plaintiff's Counsel's request for an award of attorneys' fees and expenses, and Plaintiff's request for compensation for its efforts in prosecuting the Action on behalf of the Class shall be filed with the Court and served no later than fourteen (14) calendar days prior to the deadline set in this Order for objections to be filed. All reply papers must be filed with the Court and served at least seven (7) calendar days before the Settlement Hearing.

20. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Stipulation and/or further order of the Court.

21. If the Settlement is terminated or the Effective Date of the Settlement otherwise fails to occur, then the Stipulation, including any amendment(s) to it, except as expressly provided in the Stipulation, and this Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action immediately prior to June 23, 2023.

22. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

Dated this 23 day of August, 2023.

BY THE COURT:

A handwritten signature in blue ink, appearing to read "S. Wallace", written over a horizontal line.

SARAH B. WALLACE
District Court Judge