

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

THE MUNICIPAL AUTHORITY OF
WESTMORELAND COUNTY,

Plaintiff,

v.

CNX GAS COMPANY, LLC and
NOBLE ENERGY, INC.,

Defendants.

CIVIL ACTION NO. 2:16-CV-00422

Christopher C. Conner
United States Chief District Judge

**ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
CERTIFYING SETTLEMENT CLASS FOR SETTLEMENT PURPOSES,
APPROVING NOTICE PLAN, AND SCHEDULING FINAL APPROVAL HEARING.**

AND NOW, this 1st day of May, 2023, upon consideration of Plaintiff's motion and memorandum in support thereof,

Whereas, a class action is pending before this Court entitled *The Municipal Authority of Westmoreland County, on behalf of itself and all others similarly situated v. CNX Gas Company, LLC and Noble Energy, Inc.*, Civil Action number No. 2:16-cv-00422; and

Whereas, Plaintiff The Municipal Authority of Westmoreland County ("MAWC") and Defendants CNX Gas Company LLC ("CNX") and Noble Energy, Inc. ("Noble") have entered into a Settlement Agreement, which, along with the exhibits attached thereto, sets forth the terms and conditions of a proposed settlement and dismissal of the action with prejudice as to Defendants for the claims of the Settlement Class upon the terms and conditions set forth in the Settlement Agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties and the Motion of the Plaintiff seeking preliminary approval of the Settlement Agreement, good cause being shown, and the Court being fully advised in the premises,

It is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The terms and phrases in this order shall have the same meaning as ascribed to them in the Parties' Stipulation of Class Action Settlement.

Settlement Class Certification

2. A class (the "Settlement Class") is certified for settlement purposes only.

a. The settlement class is defined to include:

Every person who is, or has been, a royalty owner under an oil and gas lease that leased oil and gas rights to real property in the Commonwealth of Pennsylvania and the original Lessee named on the lease was Dominion Exploration and Production, Inc. or Dominion Transmission, Inc.; the past and/or present Lessee is CNX Gas Company, L.L.C. and/or Noble Energy, Inc.; and natural gas has been produced under the lease during the applicable time periods noted in the following classes:

(1) Defendants CNX and/or Noble deducted a gathering fee from the gas royalties during some or all of the production months of October of 2011 through September of 2014, when only dry gas was produced under the lease (Class 1) ("the Gathering Fee Class");

(2) Defendant Noble deducted electrical compression charges from the gas royalties during some or all of the production months of October 2012 through September 2014 (Sub-Class 2A); and/or Defendant Noble deducted electrical compression charges from the gas royalties during some or all of the production months of October 2014 through December 2016 (Sub-Class 2B) ("the Electricity Sub-Classes").

b. The Settlement Class satisfies the requirements for class certification under Fed. R. Civ. P. 23(a). The Settlement Class consists of about 15 individuals and one municipal entity (MAWC) who collectively are or were the Lessors of ten Class Leases; there are questions of law or fact common to the Settlement Class; Plaintiff's claims are typical of those of the Settlement Class; and the Plaintiff will fairly and adequately protect the interests of the Settlement Class.

- c. In addition, the questions of law or fact common to the Settlement Class predominate over any individual questions and the class action mechanism is superior to other available methods for the fair and efficient adjudication of this controversy. Consequently, the Settlement Class satisfies requirements of Fed. R. Civ. P. 23(b)(3).

3. The Court hereby appoints Plaintiff MAWC as Class Representative. The Court finds that Plaintiff MAWC will adequately protect the interests of the Settlement Class.

4. The Court hereby appoints Susan A. Meredith, and Kelly L. Enders of Caroselli, Beachler & Coleman LLC and Robert C. Sanders of The Law Offices of Robert C. Sanders as Class Counsel. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel.

Preliminary Approval

5. Plaintiff has moved the Court for an Order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated herein, set forth the terms and conditions for the proposed settlement and dismissal of the action with prejudice against the Defendants, and the Court having read and considered the Settlement Agreement and having heard the Parties and being fully advised in the matter, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in paragraph 19 of this Order.

6. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action, including members of the Settlement Class.

7. The Court finds that, subject to Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate and in the best interests of Settlement Class as to their claims against Defendants. The Court further finds that the Settlement Agreement substantially fulfills the purpose and objectives of the class action and provides

beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement (a) is the result of serious, informed, non-collusive arms-length negotiations involving experienced counsel familiar with the legal and factual issues of the case and made with the assistance of David B. White, Esquire of the law office of Burns White; (b) is sufficient to warrant notice of the settlement and Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23, the Class Action Fairness Act, and 28 U.S.C §1715; and (d) is not a finding or admission of liability by Defendants.

Notice and Administration

8. Caroselli, Beachler & Coleman LLC shall perform all duties associated with providing Notice and administration for the Settlement Class.

9. The Court finds that the notice plan and all forms of notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits A, B and C hereto (the "Notice Plan") are reasonably calculated to, under the circumstances, appraise the members of the Settlement Class of the pendency of the Action, this certification of the Settlement Class, the terms of the Settlement Agreement and the rights of the members to object to the settlement or to exclude themselves from the Settlement Class. The Notice Plan is consistent with the requirements Rule 23 and due process and constitutes the best notice practical under the circumstances.

10. The Court thus hereby approves the Notice Plan, including the proposed Notice documents attached as Exhibits A, B and C to the Settlement Agreement. The Court also approves the final plan for claims administration, including the Notice Form attached as Exhibit A, the Claim Form attached at Exhibit B, and the Opt-Out Form attached as Exhibit C to the Settlement Agreement. The parties may, by agreement, revise the Notice, Claim Form or Opt-Out Form in

ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

11. Pursuant to paragraph 4.1 of the Settlement Agreement, the Notice Plan shall be implemented as follows: Within twenty-eight (28) days following the entry of this Order, Caroselli, Beachler & Coleman LLC shall provide direct Notice by US Mail with the accompanying Claim Form and Opt-Out Form. In addition, fourteen (14) days prior to the Objections/Exclusion Deadline set below, Caroselli, Beachler & Coleman LLC will disseminate another copy of the Notice adding that the Notice is a "FINAL NOTICE". Defendants, no later than 10 days after entry of this Order, will comply with requirements of 28 U.S.C. §1715 and serve notice of the proposed Settlement Agreement upon the appropriate government officials.

12. Members of the Settlement Class who wish to receive a payment under the Settlement Agreement must complete and submit a valid Claim Form. All Claim Forms must be postmarked or received by Caroselli, Beachler & Coleman LLC no later than fifteen (15) days before the Final Approval Hearing.

Exclusion

13. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of the settlement may do so by submitting an Opt-Out form or by written request for exclusion to Caroselli, Beachler & Coleman LLC on or before July 13, 2023 ("The Objection/Exclusion Deadline"). The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and include the Settlement Class Member's name, address, phone number, and signature.

14. Any member of the Settlement Class who timely requests exclusion consistent with these procedures shall not (i) be bound by the final judgment approving the settlement; (ii) be

entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. However, Settlement Class Members who fail to submit a valid and timely Opt-Out form or written request for exclusion shall be bound by all terms of the Settlement Agreement and Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement, unless otherwise ordered by the Court.

Objections

15. Any member of the Settlement Class who has not timely filed a request for exclusion may object to the granting of final approval of the settlement. The Settlement Class Members may object on their own or may do so through separate counsel at their own expense.

16. Any objection must be in writing, must be personally signed by the objector, and must include: (1) the objector's name; (2) address; (3) phone number; (4) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (5) all grounds for objection, including all citations to legal authority and evidence supporting the objection, if they have any; (6) the name and contact information of any and all attorneys representing, advising or, in any way, assisting the objector in connection with the preparation or submission of the objection or who may profit from pursuit of the objection; (7) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court); and (8) be signed by the Class Member.

17. All objections and any papers submitted in support of such objections must, on or before the Objection/Exclusion Deadline, be (1) filed with the Clerk of Courts or, if represented by counsel, filed through the Court's Case Management/Electronic Case Filing (CM/ECF) system

and (2) sent via mail, hand or overnight delivery service to both Class Counsel and Defendants' Counsel.

18. Any member of the Settlement Class who fails to timely mail or file a written objection in compliance with the requirements of this Order, the Notice, and the Settlement Agreement shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

Final Approval Hearing

19. The Final Approval Hearing shall be held before this Court on August 14, 2023, at 1:30 PM in a courtroom to be determined at the Sylvia H. Rambo United States Courthouse in Harrisburg, Pennsylvania, to consider: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a Final Judgment should be entered; and (c) whether to award payment of attorney's fees and expenses to Class Counsel and in what amount. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members.

20. At least 14 days prior to the Objection/Exclusion Deadline, papers supporting the Fee and Expense Award shall be filed with the Court and provided to all Class Members.

21. Papers in support of final approval of the Settlement Agreement shall be filed with the Court on or before July 31, 2023.

Further Matters

22. In order to protect its jurisdiction to consider the fairness of the Settlement Agreement and to enter a Final Approval Order and Final Judgment having binding effect on all Settlement Class Members, the Court hereby enjoins, pending the Final Approval Hearing, all

members of the Settlement Class, and anyone who acts or purports to act on their behalf, from pursuing all other proceedings in any state or federal court that seek to address rights or claims of the Released Party or Settlement Class Members relating to or arising out of any Released Claims.²³ Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

24. All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

25. In the event that the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement, then (a) the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment (if applicable) (including but not limited to the certification of the Settlement Class for settlement purposes, the appointment of Plaintiff MAWC as Class Representative and the appointment of Class Counsel) shall be vacated and shall be null and void, shall have no further force and effect with respect to any Party in this Action, and shall not be used in this Action or any other proceeding for any purposes; (b) this Action will revert to the status that existed before the Settlement Agreement's execution date; (c)(i) no term or draft of the Settlement Agreement, (ii) nor any part of the Parties' settlement discussions, negotiations or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval); (iii) nor any ruling regarding class classification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Judgment), will have any effect or be admissible in evidence for any purpose in the action or other proceeding.

BY THE COURT:

/s/ Christopher C. Conner
Christopher C. Conner
United States Chief District Judge