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10 *Attorneys for Plaintiff*

11 **UNITED STATES DISTRICT COURT**  
12 **DISTRICT OF NEVADA**

13 JOHN SOLAK, derivatively on behalf of  
14 RING ENERGY, INC.,

15 Plaintiff,

16 v.

17 LLOYD T ROCHFORD, KELLY HOFFMAN,  
DAVID A. FOWLER, STANLEY M.  
18 MCCABE, ANTHONY B. PETRELLI,  
REGINA ROESENER and CLAYTON E.  
19 WOODRUM ,

20 Defendants,

21 -and-

22 RING ENERGY, INC., a Nevada Corporation,

23 Nominal Defendant.

Case No. 3:19-cv-00410-MMD-CSD

**STIPULATION OF COMPROMISE  
AND SETTLEMENT**

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1 This Stipulation of Compromise and Settlement (“Stipulation”), dated May 25, 2022, is  
2 entered into by and among the following parties, by and through their undersigned attorneys:  
3 Plaintiff John Solak (“Plaintiff” or “Mr. Solak”), individually and derivatively on behalf of Ring  
4 Energy, Inc. (“Ring” or the “Company”); defendants Lloyd T. Rochford, Kelly Hoffman, David  
5 Fowler, Stanley McCabe, Anthony B. Petrelli, Regina Roesener, and Clayton E. Woodrum  
6 (collectively, the “Individual Defendants”); and nominal defendant Ring (with the Individual  
7 Defendants, “Defendants”). Plaintiff and Defendants are collectively referred to herein as the  
8 “Settling Parties” and each individually as a “Settling Party.”

9 This Stipulation is intended by the Settling Parties to fully, finally, and forever  
10 compromise, resolve, discharge, and settle all claims in the Released Claims against the Released  
11 Persons and dismiss the Derivative Action with prejudice, upon the terms set forth below and  
12 subject to the approval of the United States District Court for the District of Nevada pursuant to  
13 Fed. R. Civ. P. 23.1(c).<sup>1</sup>

14 **I. BACKGROUND**

15 WHEREAS, Ring is a natural gas company incorporated in Nevada and headquartered in  
16 The Woodlands, Texas focused on the acquisition, exploration, and development of high-quality,  
17 oil and liquids rich assets in the Permian Basin of Texas and New Mexico;

18 WHEREAS, the Individual Defendants are comprised of current and former members of  
19 the Board of Directors (the “Board”) of Ring;

20 WHEREAS, on July 19, 2019, Plaintiff filed a shareholder derivative complaint (the  
21 “Complaint”) in the United States District Court for the District of Nevada, alleging, *inter alia*,  
22 that the Individual Defendants breached their fiduciary duties to the Company, were unjustly  
23 enriched, and wasted the Company’s assets by compensating themselves at an excessive level in  
24 comparison to its peers in years 2017 through 2020, and violated Section 14(a) of the Securities  
25 Exchange Act of 1934, as amended, by including false and/or misleading information related to  
26 director compensation in the Company’s proxy statements. Based on these allegations, Plaintiff  
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28 <sup>1</sup> All capitalized terms not otherwise defined are defined in Section II.1 herein.

1 alleged that certain directors and officers of Ring breached their fiduciary duty, were unjustly  
2 enriched, wasted corporate assets, and violated Section 14(a) of the Securities Exchange Act of  
3 1934, as amended (the “Action”);

4 WHEREAS, on September 30, 2019, Defendants moved to dismiss the Complaint, and the  
5 Defendants’ motion was granted by the Court on April 14, 2020;

6 WHEREAS, on April 29, 2020, Plaintiff filed an amended shareholder derivative  
7 complaint (the “Amended Complaint) alleging, *inter alia*, that the Individual Defendants breached  
8 their fiduciary duties to the Company, were unjustly enriched, and wasted the Company’s assets  
9 by compensating themselves at an excessive level in comparison to its peers in years 2017 through  
10 2020, and violated Section 14(a) of the Securities Exchange Act of 1934, as amended, by  
11 including false and/or misleading information related to director compensation in the Company’s  
12 proxy statements. Based on these allegations, Plaintiff asserted all of the same claims as were  
13 initially raised in the Action;

14 WHEREAS, on June 30, 2020, Defendants moved to dismiss the Amended Complaint,  
15 and the Defendants’ motion was granted by the Court on September 3, 2020;

16 WHEREAS, on September 11, 2020, Mr. Solak filed a motion for reconsideration of the  
17 Court’s dismissal of the Amended Complaint, which the Court granted on December 18, 2020;

18 WHEREAS, on February 18, 2021, Defendants filed an Answer to the Amended  
19 Complaint;

20 WHEREAS, on March 3, 2021, the Settling Parties participated in Court-ordered  
21 mediation with Magistrate Judge William G. Cobb, without reaching a settlement;

22 WHEREAS, between March 12, 2021 and February 2022, the parties engaged in  
23 substantial discovery, including: (i) demanding and responding to numerous written discovery  
24 requests; (ii) defendants’ production of 3,724 documents; (iii) noticing and preparing for  
25 depositions of all defendants; and (iv) briefing and arguing a motion to compel;

26 WHEREAS, during the course of the Action, Plaintiff asserts that Ring reconstituted its  
27 Board, brought on new officers, and made several changes to its corporate policies, practices, and  
28 disclosures, including: (i) updating the reported compensation in Ring’s Director Compensation

1 Tables; (ii) reducing the number of potentially conflicted and/or non-independent members of  
2 the Board; (iii) adopting a “say-on-pay” advisory shareholder vote on executive compensation;  
3 and (iv) awarding non-director grants with lower reported values than those addressed in the  
4 Amended Complaint (collectively “Corporate Governance Reforms”);

5 WHEREAS, Ring acknowledges that Plaintiff contends the aforementioned Corporate  
6 Governance Reforms were informed, in part, by the Action;

7 WHEREAS, while at the time this Action was commenced, Plaintiff believed grounds  
8 existed for a shareholder derivative action based on the Company’s then-current director  
9 compensation practices, policies, and disclosures, he now believes the Corporate Governance  
10 Reforms undertaken by Ring adequately address his concerns and moot the need to pursue further  
11 relief through litigation;

12 WHEREAS, the Company and the Board expressly deny any wrongdoing and deny that  
13 grounds exist giving rise to a meritorious shareholder derivative action relating to the conduct,  
14 acts, or omissions alleged in the Amended Complaint, enter into this Stipulation for the sole  
15 purpose of resolving this Action without any admission of any wrongdoing;

16 WHEREAS, notwithstanding the Settling Parties’ respective views on the merits and/or  
17 the likelihood of success of a shareholder derivative action concerning the matters raised in the  
18 Amended Complaint, the Settling Parties desire to dispose of all potential claims, whether in  
19 equity or in law, and whether such claims are known or unknown, which have arisen at any time  
20 prior to the execution of this Stipulation (the “Effective Date”).

21 **II. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

22 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among  
23 Plaintiff (individually on behalf of himself and derivatively on behalf of Ring) and Defendants,  
24 each by and through their respective counsel, subject to the approval of the Court pursuant to Fed.  
25 R. Civ. P. 23.1(c), that in exchange for the consideration set forth below, the Released Claims  
26 shall be and hereby are compromised, settled, discontinued, and dismissed with prejudice, as to  
27 all Settling Parties, and the Derivative Action shall be dismissed with prejudice as to the  
28 Defendants, upon the terms and subject to the conditions set forth herein as follows:

1 **1. Definitions**

2 As used in this Stipulation, the following terms have the meanings specified below:

3 1.1. “Court” means the United States District Court for the District of Nevada.

4 1.2. “Effective Date” means the date by which all of the events and conditions specified  
5 in Section II.6.1 herein have been met and have occurred.

6 1.3. “Execution Date” means the date upon which all Settling Parties have executed  
7 this Stipulation.

8 1.4. “Final Judgment” means the Order and Final Judgment entered by the Court  
9 dismissing this Derivative Action with prejudice, substantially in the form annexed hereto as  
10 Exhibit C.

11 1.5. “Final” means the expiration of all time to seek appeal or other review of the Final  
12 Judgment, or if any appeal or other review of such Final Judgment is filed and not dismissed, after  
13 such Final Judgment is upheld on appeal in all material respects and is no longer subject to appeal,  
14 reargument, or review. For the avoidance of doubt, a modification or reversal on appeal of any  
15 amount awarded pursuant to the Fee and Expense Application shall not constitute a material  
16 change.

17 1.6. “Notice” means the Notice of Pendency of Settlement of Action, substantially in  
18 the form annexed hereto as Exhibit B.

19 1.7. “Person” means a natural person, individual, corporation, partnership, limited  
20 partnership, limited liability partnership, limited liability company, association, joint venture,  
21 joint stock company, estate, legal representative, trust, unincorporated association, government,  
22 or any political subdivision or agency thereof, any business or legal entity, and any spouse, heir,  
23 legatee, executor, administrator, predecessor, successor, representative, or assign of any of the  
24 foregoing.

25 1.8. “Plaintiff’s Counsel” means Newman Ferrara LLP, and The O’Mara Law Firm,  
26 P.C.

27 1.9. “Released Claims” means and includes any and all claims for relief or causes of  
28 action, debts, demands, rights, liabilities, losses, and claims whatsoever, known or unknown, fixed

1 or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or  
2 unmatured, suspected or unsuspected, apparent or unapparent, and without regard to the  
3 subsequent discovery of additional or different facts, that have been or could have been asserted  
4 by Plaintiff as a stockholder of Ring, or any other Ring stockholder, or any other Person acting or  
5 purporting to act derivatively on behalf of Ring against the Released Persons, in the Derivative  
6 Action or in any other forum arising out of, or based upon, any of the allegations, transactions,  
7 facts, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts  
8 or omissions, alleged or referred to in the Complaint, including, without limitation, (i) any  
9 compensation Ring paid to its non-employee directors from January 1, 2013, through the Effective  
10 Date, (ii) any non-employee director compensation plan, policies, or guidelines in effect at Ring  
11 from January 1, 2013, through the Effective Date, (iii) the disclosure of director compensation in  
12 the Company's proxy statements, and (iv) any decision of the Company's officers or directors  
13 related to the foregoing; provided, however, that it is understood that "Released Claims" and any  
14 release provided by this Settlement shall not include: (a) any claims to enforce the Settlement,  
15 and (b) any claims by Defendants or any other insured to enforce their rights under any contract  
16 or policy of insurance.

17 1.10. "Released Persons" means the Individual Defendants and their predecessors,  
18 successors, subsidiaries, affiliates, agents, attorneys, insurers, and each of their past or present  
19 officers, directors, and employees. "Released Persons" also includes Ring and all current and  
20 former officers, directors, or employees of Ring that could have been named in the Derivative  
21 Action.

22 1.11. "Releasing Persons" means Plaintiff (both individually and derivatively on behalf  
23 of Ring), any other Ring stockholder acting or purporting to act on behalf of Ring, and Ring.  
24 "Releasing Person" means, individually, any of the Releasing Persons.

25 1.12. "Scheduling Order" means an order scheduling a Settlement Hearing and  
26 approving the form of Notice and method of giving notice, substantially in the form annexed  
27 hereto as Exhibit A.

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1           1.13. “Settlement Hearing” means the hearing set by the Court to consider final approval  
2 of the Settlement.

3           1.14. “Unknown Claims” means any Released Claim(s) that Plaintiff or Defendants do  
4 not know of or suspect to exist in his, her, or its favor at the time of the release of the Released  
5 Claims, including without limitation those which, if known, might have affected the decision to  
6 enter into the Settlement. With respect to any and all Released Claims, the Settling Parties agree  
7 that upon the Effective Date, the Settling Parties and all Releasing Persons shall be deemed to  
8 have waived the provisions, rights, and benefits conferred by or under California Civil Code  
9 Section 1542, or any other law of the United States or any state or territory of the United States,  
10 or principle of common law, which is similar, comparable, or equivalent to California Civil Code  
11 Section 1542, which provides:

12           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
DEBTOR OR RELEASED PARTY.

16 The Settling Parties acknowledge that they may hereafter discover facts in addition to or different  
17 from those now known or believed to be true by them with respect to the subject matter of the  
18 Released Claims, but it is the intention of the Settling Parties to completely, fully, finally, and  
19 forever compromise, settle, release, discharge, and extinguish any and all Released Claims, known  
20 or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or  
21 unapparent, which do now exist, or heretofore existed, or may hereafter exist, and without regard  
22 to the subsequent discovery of additional or different facts. The Settling Parties acknowledge, and  
23 the Ring stockholders shall be deemed by operation of the Final Judgment to have acknowledged,  
24 that the foregoing waiver was separately bargained for and is a key element of this Stipulation of  
25 which this release is a part, and was relied upon by each and all of the Defendants in entering into  
26 the Settlement.

27 **2. Terms of the Settlement**

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1           2.1. During the course of the Action, Ring implemented the Corporate Governance  
2 Reforms, which involved: (i) reconstituting the Company’s Board; (ii) hiring new officers; and  
3 (iii) changing the Company’s corporate policies, practices, and disclosures, including: (a)  
4 updating the reported compensation in Ring’s Director Compensation Tables; (b) reducing the  
5 number of potentially conflicted and/or non-independent members of the Board; (c) adopting a  
6 “say-on-pay” advisory shareholder vote on executive compensation; and (d) awarding non-  
7 director grants with lower reported values than those addressed in the Amended Complaint.

8 **3. Scheduling Order, Notice, and Approval**

9           3.1. Promptly after execution of this Stipulation, the Settling Parties shall submit this  
10 Stipulation together with its exhibits to the Court, including the proposed Scheduling Order  
11 substantially in the form of Exhibit A attached hereto, requesting: (i) the approval of the manner  
12 of notice to Ring stockholders substantially in the form attached hereto as Exhibit B; (ii) the  
13 Court’s consideration of the proposed Settlement and Plaintiff’s application for attorneys’ fees  
14 and expenses; and (iii) a date for the Settlement Hearing.

15           3.2. Notice to current Ring stockholders shall consist of the Notice of Pendency of  
16 Settlement of Derivative Action (the “Notice”), substantially in the form attached hereto as  
17 Exhibit B, and shall be provided to Ring stockholders as follows: within fourteen (14) business  
18 days after the entry of the Scheduling Order, Ring shall mail or cause to be mailed the Notice,  
19 substantially in the form filed herewith, to all record Ring stockholders at their respective  
20 addresses currently set forth in Ring’s stock records. All record holders who were not also the  
21 beneficial owners of the shares of Ring common stock held by them of record shall be requested  
22 to forward the Notice to the beneficial owners of those shares. The Company shall use reasonable  
23 efforts to give notice to such beneficial owners by: (i) making additional copies of the Notice  
24 available to any record holder who, prior to the Settlement Hearing, requests the same for  
25 distribution to beneficial owners, or (ii) mailing or causing to be mailed additional copies of the  
26 Notice to beneficial owners as reasonably requested by record holders who provide names and  
27 addresses for such beneficial holders. In addition, the Company shall use reasonable efforts to  
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1 give notice to all beneficial owners of Ring's stock by posting a copy of the Notice on the  
2 Company's website.

3 3.3. At least ten (10) business days prior to the Settlement Hearing, Defendants shall  
4 serve on counsel in the Derivative Action and file with the Court an appropriate affidavit with  
5 respect to the preparation, mailing, and public disclosure of the Notice in the manner set forth in  
6 Section II.3.2.

7 3.4. Ring shall be responsible for all costs associated with the mailing and public  
8 disclosure of the Notice. If additional notice is required by the Court, then the cost and  
9 administration of such additional notice will be borne by Ring.

10 3.5. The Settling Parties believe the content and manner of the Notice constitutes  
11 adequate and reasonable notice to Ring stockholders pursuant to applicable law and due process.

12 3.6. Pending the Court's determination as to final approval of the Settlement, Plaintiff  
13 agrees to stay this proceeding and not to initiate any other proceedings other than those incident  
14 to the Settlement itself.

15 3.7. The Settling Parties will request the Court to order (in the Scheduling Order) that,  
16 pending final determination of whether the Settlement should be approved by the Court, Plaintiff  
17 in the Derivative Action and all Ring stockholders are barred and enjoined from commencing,  
18 prosecuting, instigating, or in any way participating in the commencement or prosecution of any  
19 action asserting any Released Claim against Defendants or any of the Released Persons.

20 3.8. The Settling Parties and their attorneys agree to use their individual and collective  
21 best efforts to obtain Court approval of the Stipulation. The Settling Parties and their attorneys  
22 further agree to use their individual and collective best efforts to effect, take, or cause to be taken  
23 all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable  
24 under applicable laws, regulations, and agreements to consummate and make effective, as  
25 promptly as practicable, the Stipulation provided for hereunder and the dismissal of the Derivative  
26 Action.

27 **4. Attorneys' Fees and Expenses**

28

1 4.1. Defendants acknowledge and agree that Plaintiff's Counsel is entitled to a fee  
2 award. Subject to the terms and conditions of the Stipulation and any Order of the Court, Ring has  
3 agreed to pay an award of attorneys' fees and expenses to Plaintiff's Counsel of \$150,000 (the  
4 "Fee and Expense Amount") or any lesser amount permitted by the Court or the Ninth Circuit.  
5 The Fee and Expense Amount shall be paid by Ring and/or its insurers. Plaintiff's Counsel may  
6 apply for attorneys' fees and expenses only in the Court and shall make no application for  
7 attorneys' fees or expenses in any other jurisdiction. The Fee and Expense Amount shall be paid  
8 to Plaintiff's Counsel within ten (10) business days after the Court enters the Final Judgment,  
9 subject to Plaintiff's Counsel's timely provision of the requisite payment information, including  
10 wire instructions and a completed Form W-9, and obligation to refund that amount within ten (10)  
11 business days if the Settlement is reversed, vacated or modified on appeal or by collateral attack.  
12 Except as otherwise provided herein, each of the Settling Parties shall bear his, her, or its own  
13 fees and costs and neither Ring nor any other Released Person shall have any obligations with  
14 respect to Plaintiff's Counsel's fees and/or expenses beyond the Fee and Expense Amount.

15 4.2. Any failure of the Court to approve a request for the Fee and Expense Amount in  
16 whole or in part shall not affect the remainder of the Settlement.

17 4.3. No fees or expenses shall be paid to Plaintiff's Counsel pursuant to the Settlement  
18 in the absence of approval by the Court of a complete release of all Released Persons, substantially  
19 in the form of Section II.5.1 herein. This section shall be immediately binding on the Settling  
20 Parties.

21 4.4. Except as provided in Section II.4 of this Stipulation, Defendants shall have no  
22 obligation to pay or reimburse any fees, expenses, costs, or damages alleged or incurred by  
23 Plaintiff, by Ring stockholders, or by their attorneys, experts, advisors, or representatives with  
24 respect to the Released Claims.

25 **5. Releases**

26 5.1. Upon the Effective Date, the Releasing Persons shall be deemed to have, and by  
27 operation of the Final Judgment shall have, fully, finally, and forever settled, released, discharged,  
28 extinguished, and dismissed with prejudice the Released Claims (including Unknown Claims)

1 against the Individual Defendants and each and all of the Released Persons; provided, however,  
2 that such release shall not affect any claims or impair or restrict the rights of any Settling Party to  
3 enforce the terms of this Stipulation.

4 5.2. Upon the Effective Date, the Released Persons and Ring, along with their  
5 predecessors, successors and assignees, shall be deemed to have, and by operation of the Final  
6 Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and  
7 dismissed with prejudice all claims (including Unknown Claims), arising out of, relating to, or in  
8 connection with the institution, prosecution, assertion, settlement, or resolution of the Derivative  
9 Action against Plaintiff and Plaintiff's Counsel, and their predecessors, successors and assignees;  
10 provided, however, that such release shall not affect any claims or impair or restrict the rights of  
11 any Settling Party to enforce the terms of this Stipulation.

12 **6. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

13 6.1. The Settlement shall be conditioned on the occurrence of all of the following  
14 events: (a) Court approval of the Settlement, following dissemination of the Notice to Ring's  
15 stockholders and the Settlement Hearing; (b) entry of the Final Judgment in the Derivative Action  
16 approving the proposed Settlement and providing for the dismissal with prejudice of the  
17 Derivative Action and the grant of the release of the Released Claims; (c) dismissal with prejudice  
18 of the Derivative Action without the award of any damages, costs, fees, or the grant of any further  
19 relief to any party, except as provided in Section II.4.1 of this Stipulation; and (d) the expiration  
20 of the time to seek an appeal or otherwise review the Final Judgment.

21 6.2. If any of the conditions listed in Section II.6.1 are not met, this Stipulation and any  
22 Settlement documentation shall be null and void and of no force and effect. Furthermore, in the  
23 event that any of the conditions listed in Section II.6.1 are not met: the Settling Parties shall be  
24 restored to their positions on the date immediately prior to the Execution Date, this Stipulation  
25 shall not be deemed to constitute an admission of fact by any Settling Party, and neither the  
26 existence of this Stipulation, nor its contents, shall be admissible in evidence or be referred to for  
27 any purposes in the Derivative Action or in any litigation or judicial proceeding; this Stipulation  
28 shall not be deemed to entitle any Settling Party to the recovery of costs and expenses incurred in

1 connection with the intended implementation of the Settlement, except as provided in Section II.4  
2 of this Stipulation; and all releases delivered in connection with this Stipulation shall be null and  
3 void.

4 **7. Dismissal of the Derivative Action**

5 7.1. If the Court approves the Settlement, the Settling Parties shall promptly request  
6 that the Court enter the proposed Final Judgment, substantially in the form attached hereto as  
7 Exhibit C.

8 **8. The Stipulation Is Not an Admission**

9 8.1. This Stipulation reflects, among other things, the compromise and settlement of  
10 disputed claims among the Settling Parties hereto, and neither this Stipulation nor the releases  
11 given herein, nor any consideration, nor any actions taken to carry out this Stipulation, are  
12 intended to be, nor may they be deemed or construed to be, an admission or concession of liability  
13 (or lack thereof), or the validity of any claim, or defense, or of any point of fact or law on the part  
14 of any Settling Party hereto regarding those facts that have been or might have been alleged in the  
15 Derivative Action or in any other proceeding. Defendants and the Released Persons may file the  
16 Stipulation and/or Final Judgment in any action that has been or may be brought against them in  
17 order to support a claim or defense based on principles of res judicata, collateral estoppel, release,  
18 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue  
19 preclusion or similar defense or counterclaim.

20 **9. Miscellaneous Provisions**

21 9.1. The Settling Parties acknowledge that it is their intent to consummate the terms  
22 and conditions of this Stipulation and agree to cooperate to the extent reasonably necessary to  
23 effectuate and implement all terms and conditions of the Stipulation and to exercise their best  
24 efforts to accomplish the terms and conditions of the Stipulation expeditiously.

25 9.2. The Settling Parties agree that the terms of this Stipulation and the Settlement were  
26 negotiated in good faith by the Settling Parties and reflect a Settlement that was reached  
27 voluntarily after consultation with competent legal counsel. The Settling Parties reserve their  
28

1 rights to rebut, in a manner that such Settling Party determines to be appropriate, any contention  
2 made in any public forum that the Derivative Action was brought or defended in bad faith.

3 9.3. This Stipulation shall be deemed to have been mutually prepared by the Settling  
4 Parties hereto and shall not be construed against any of them by reason of authorship.

5 9.4. This Stipulation may be executed in one or more counterparts, each of which shall  
6 be deemed to be an original and all of which shall constitute one and the same document. Any  
7 signature to the Stipulation by means of facsimile or electronically scanned and sent via email  
8 shall be treated in all manner and respects as an original signature and shall be considered to have  
9 the same binding legal effect as if it were the original signed version thereof.

10 9.5. All Persons executing this Stipulation thereby represent that they have been  
11 authorized and empowered to do so.

12 9.6. Plaintiff and Plaintiff's Counsel represent and warrant that none of Plaintiff's  
13 claims referred to in this Stipulation or that could have been alleged in the Derivative Action have  
14 been assigned, encumbered, or in any manner transferred in whole or in part.

15 9.7. This Stipulation embodies and represents the full agreement of the Settling Parties  
16 and supersedes any and all prior agreements and understandings relating to the subject matter  
17 hereof between or among any of the Settling Parties hereto. This Stipulation shall not be modified  
18 or amended, nor shall any provision of this Stipulation be deemed waived, unless such  
19 modification, amendment, or waiver is in writing and executed by or on behalf of the Settling  
20 Parties. The waiver by any Settling Party of any provision or the breach of this Stipulation shall  
21 not be deemed a waiver of any other provision or breach of this Stipulation.

22 9.8. If any provision of this Stipulation is held to be unlawful, invalid, or unenforceable:  
23 (i) such provision will be fully severable; (ii) this Stipulation will be construed and enforced as if  
24 such unlawful, invalid, or unenforceable provision had never comprised a part of this Stipulation;  
25 and (iii) the remaining provisions of this Stipulation will remain in full force and effect and will  
26 not be affected by the unlawful, invalid, or unenforceable provision or by its severance from this  
27 Stipulation, except that in no event will this Stipulation or any part thereof be enforceable if any  
28

1 of Sections II.1.9, II.1.10, II.1.11, II.1.14, II.5.1 or II.5.2 are found to be unlawful, invalid, or  
2 unenforceable.

3 9.9. This Stipulation shall be binding upon, and inure to the benefit of, the successors  
4 and assigns of the Settling Parties.

5 9.10. Notwithstanding the entry of the Final Judgment, the Court shall retain jurisdiction  
6 with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation.  
7 All Settling Parties submit to the exclusive jurisdiction of the Court (or any other state or federal  
8 court in the State of Nevada should the Court lack subject matter jurisdiction) for purposes of  
9 implementing, enforcing, and interpreting the Stipulation. With respect to such action, each  
10 Settling Party irrevocably and unconditionally: (i) consents to the personal jurisdiction in the State  
11 of Nevada; (ii) waives any objection to venue in the State of Nevada and any claim that Nevada  
12 is an inconvenient forum; and (iii) consents to service of process by registered or certified mail  
13 directed to the undersigned counsel.

14 9.11. The construction and interpretation of this Stipulation shall be governed by and  
15 construed in accordance with the laws of the State of Nevada and without regard to the laws that  
16 might otherwise govern under principles of conflicts of law applicable hereto.

17 9.12. Without further order of the Court, the Settling Parties hereto may agree to  
18 reasonable extensions of time to carry out any of the provisions in Section II.2 of the Stipulation.

19 IN WITNESS WHEREOF, it is hereby agreed by the undersigned as of the date noted  
20 above.

21 **Dated: May 26, 2022**  
**THE O'MARA LAW FIRM, P.C.**

**Dated: May 26, 2022**  
**DICKINSON WRIGHT PLLC**

22 /s/ David C. O'Mara  
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24 Reno, NV 89501  
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25 [david@omaralaw.net](mailto:david@omaralaw.net)

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