

# Exhibit 3

To the Stipulation

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

**CHIEFTAIN ROYALTY COMPANY and )  
JACK LANCET, )**

**Plaintiffs, )**

**v. )**

**QEP ENERGY COMPANY, )**

**Defendant. )**

**No. CIV-11-212-R**

**ORDER APPROVING CLASS ACTION SETTLEMENT AND JUDGMENT**

This is a class action lawsuit brought by Class Representatives, Chieftain Royalty Company and Jack Lancet (collectively, “Class Representatives”), on behalf of themselves and as representatives of a Class of gas royalty owners (defined below), against Defendant, QEP Energy Company (“QEP”), for the alleged underpayment of gas royalties. On March 16, 2012, the Court certified the Class’s claims against QEP for breach of contract and breach of fiduciary duty. On or about January 10, 2013, Class Representatives and QEP reached a preliminary agreement to settle this Action for a total cash payment of \$115 million and future benefits of at least \$40 million, for a total value of \$155 million (the “Settlement”). On February 13, 2013, the Settling Parties executed a

Stipulation and Agreement of Settlement (the “Stipulation”), finalizing the terms of the Settlement.<sup>1</sup>

The Court preliminarily approved the Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing (the “Preliminary Approval Order”) on \_\_\_\_\_, 2013. After the Court issued the Preliminary Approval Order, due and adequate notice of the Settlement was given to the Class.

On \_\_\_\_\_, 2013, the Court conducted a Final Fairness Hearing to:

a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Class;

b. determine whether the notice method utilized by the Settling Parties: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise members of the Class of the pendency of the litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

c. determine whether a Final Judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Action against QEP with prejudice and

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<sup>1</sup> Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Stipulation.

extinguishing, releasing, and barring all Released Claims in accordance with the Stipulation;

- d. determine whether to approve the Plan of Allocation and Distribution;
- e. determine whether to approve the future methodology for calculation of royalty, and the manner in which check stubs will be prepared to accompany royalty payments;
- f. determine whether the applications for attorneys' fees, reimbursement for Litigation Expenses, and Case Contribution Awards to Class Representatives are fair and reasonable and should be approved; and
- g. rule on such other matters as the Court deemed appropriate.

The Court has considered all matters submitted to it at the Final Fairness Hearing and otherwise, the pleadings on file, the applicable law, and the record.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court, for purposes of this Final Order and Judgment (the "Judgment"), adopts all defined terms as set forth in the Stipulation and incorporates them as if fully set forth herein.

2. The Court has jurisdiction over the subject matter of this Action and all matters relating to Settlement, as well as personal jurisdiction over all of the Settling Parties and members of the Class.

3. The Class is defined as:

All non-excluded persons or entities who are or were royalty owners in Oklahoma wells where QEP Energy Company is or was the operator (or, as a non-operator, QEP separately marketed gas). The Class Claims relate

only to payment for gas and its constituents (helium, residue gas, natural gas liquids, nitrogen and condensate) produced from the wells. The Class does not include overriding royalty owners or other owners who derive their interest through the oil and gas lease. The Class is divided into the following subclasses:

**Subclass 1:** All Class Members who have or had a direct lessor-lessee relationship with QEP

Subclass 1(a): where QEP is or was the Operator of Oklahoma wells.

Subclass 1(b): where QEP, as non-operator of Oklahoma wells, separately marketed gas.

**Subclass 2:** All Class Members who do not or did not have a direct lessor-lessee relationship with QEP

Subclass 2(a): where QEP is or was the operator of the Oklahoma wells.

Subclass 2(b): where QEP, as non-operator of Oklahoma wells, separately marketed gas.

The persons or entities excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America and the State of Oklahoma; (2) publicly traded oil and gas exploration companies and their affiliates; (3) the claims of royalty owners to the extent previously released by settlement in the case styled *McIntosh v. Questar*, Case No. CJ-02-22, District Court for Major County; (4) members of the class certified in *Bridenstine v. Kaiser Francis*, Case No. 97, 117 (unpublished) August 22, 2003, cert. denied, June 26, 2006, Okla. Sup. Ct., Case No. DF-01569, but only to the extent of their respective royalty interests in wells connected to the Beaver Gathering System in Beaver and Texas counties, Oklahoma; (5) members of the class certified in *Naylor Farms v. Anadarko OGC Co.*, No. CIV-08-668-R, 2009 U.S. Dist. LEXIS 127516 (W.D. Okla. Aug. 26, 2009), but only to the extent of their respective royalty interests in wells operated by QEP in Beaver and Texas counties, Oklahoma; and (6) persons or entities that Plaintiffs' counsel is, or may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct.

The Court finds that, in addition to the persons and entities excluded pursuant to categories (1)-(6) in the above Class definition, the persons and entities identified in

Exhibit A have filed timely and valid Requests for Exclusion and are hereby excluded from the forgoing Class definition, will not participate in or be bound by the Settlement, or any part thereof, as set forth in the Stipulation, and will not be bound by or subject to the Releases provided for in this Judgment.

4. As used in this Judgment the following terms shall have the following meanings:

a. “Released Claims” include all claims associated with the marketing of and calculation and reporting of royalty on gas and its constituents (including helium, residue gas, natural gas liquids, nitrogen and condensate) during the Claim Period for each Class Well. The Released Claims include those set out in the Complaint, including: (1) that QEP underpaid royalty as a result of direct or indirect deductions from royalty associated with marketing, gathering, compressing, dehydrating, treating, processing, including plant and compressor fuel, and similar services with respect to gas and its constituents; (2) that QEP improperly paid royalty based on proceeds received from sale of the gas and gas constituents under “percentage of proceeds” (“POP”) or similar contracts; (3) that QEP underpaid royalty by not paying royalty on gas used off the lease, gas used for gas plants, and gas used in the manufacture of products (fuel gas); (4) that QEP failed to pay or underpaid royalty on drip gas or condensate that was separated from the gas stream in the gathering system or gas plant; (5) that QEP underpaid royalty by not paying royalty on the full value (before deduction of any costs) of residue gas and natural gas liquids that were part of the gas stream at the wellhead

gas meter; (6) that QEP misled Class Members in monthly royalty payments as to the amount and nature of deductions from royalty on gas and gas constituents; (7) that QEP violated its fiduciary duties to the Class Members; (8) that QEP failed to provide all of the information required by the Oklahoma Production Revenue Standards Act (PRSA) on monthly check stubs, and otherwise failed to comply with the PRSA; (9) that QEP failed to make diligent efforts to secure the best terms available for the sale of gas and its constituents; (10) that QEP failed to account to Class Members for the full value of the production, including all deductions and reductions from the value of production; and (11) that as a result of QEP's actions as alleged above, QEP is liable to Class Members for breach of contract, tortious breach of contract, breach of fiduciary duty, actual fraud, constructive fraud, deceit, conversion, conspiracy, unjust enrichment/disgorgement, accounting, punitive damages, statutory interest and penalties under the PRSA or otherwise, and fees (attorney fees, expert fees and litigation costs) under the PRSA. The Released Claims also include all other legal theories that, based on the facts alleged in the Complaint, could have been asserted as to royalties payable by QEP on the production of gas and its constituents from the Class Wells during the Claim Period(s), except to the extent described in the next paragraph.

The Released Claims do not include royalty paid by QEP as a pass-through agent for 'take-in-kind' working interest owners pursuant to 52 O.S 570.4(B), for which the parties agree QEP has no liability. The Released Claims also

specifically do not include: (a) royalty payment adjustments made or to be made in the ordinary course of business for production months through February, 2013; (b) claims that QEP is obligated to make routine prior period adjustments for clerical or administrative errors concerning prices actually received, volumes actually sold or produced, or decimal interest designations of the type that historically have been addressed by QEP by way of prior-period adjustments, but only to the extent that QEP in fact received, or receives a retroactive price, volume or value adjustment; (c) claims to money held in suspense by QEP as of the release date; (d) claims that QEP failed to comply with obligations to protect the Class Members from drainage; (e) and/or claims that QEP breached obligations to the Class Members to develop Oklahoma oil and gas leases. “**Class Claims**” shall have the same meaning as “**Released Claims.**” The parties agree that the Settlement Cash Amount does not include any payment for underpaid royalties from Class Wells sold by QEP to other parties for production that has occurred from and after the effective date such Class Wells were sold by QEP to such other party or parties.

b. “Released Parties” means QEP, and all past and present parents, affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, representatives, subsidiaries, predecessor entities of, and affiliated successor entities to QEP. Released Parties shall also include the assignor of any Class Wells for which QEP has assumed the assignor’s liability for any alleged royalty underpayment, but only as to Class Claims with respect to such assigned

Class Wells during the Claim Period. Other working interest owners in Class Wells also constitute Released Parties, but only to the extent QEP, as well operator, marketed gas and its constituents and paid royalty on behalf of such other working interest owners during the Claim Period(s). No claims are released against other working interest owners to the extent they separately marketed gas from Class Wells. No claims are released as to gas marketed for QEP by third party operators not affiliated with QEP; however, the Class and all Class Members covenant not to sue the Released Parties for any alleged royalty underpayment with respect to such gas and its constituents marketed by others. The Class does not release QEP's assignees in Class Wells for any claims occurring or arising after the Claim Period(s) for any well(s) so assigned to any assignee. Released Parties do not include any entity to whom QEP has sold any of the Class Wells (and associated Class Leases and Class Force Pooled Royalty Interests) for any claims occurring or arising after the Claim Period(s) for any Class Well(s) sold to any such entity. Further, notwithstanding any language herein to the contrary, Released Parties **do not** include any non-affiliated company to whom QEP sold Class Wells, for any claims relating to underpaid royalty on production that has occurred from and after the effective date such Class Wells were sold by QEP to such other company.

5. The form, content, and method of communicating the Notice, implemented pursuant to the Stipulation and the Preliminary Approval Order: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated,

under the circumstances, to apprise members of the Class of the pendency of the litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law

6. Pursuant to and in accordance with Federal Rule of Civil Procedure 23 (“Rule 23”), the Settlement, including, without limitation, the Settlement Amount, the releases, and the dismissal with prejudice of the Released Claims against the Released Parties as set forth in the Stipulation, is finally approved as fair, reasonable and adequate and in the best interests of the Class. The Settling Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with the Stipulation, and the Clerk of this Court is directed to enter and docket this Judgment in the Action.

7. By agreeing to settle the Litigation, QEP does not admit, and specifically denies, any and all liability to the Class, Class Representatives and Class Counsel.

8. The Court further approves the future royalty payment methodology set forth in the Stipulation under which QEP will provide the following “Future Benefits” to the Class:

a. Commencing with production month March 2013 and continuing without limitation thereafter, where QEP markets gas for itself and others from Class Wells and future wells on the Class Leases and Class Force Pooled Royalty

Interests (including units created pursuant to Oklahoma Law and or private pooled or communitized units), QEP will make no deduction from royalty for: gathering fees (from the wellhead through the point the gas first enters a mainline high pressure interstate or intrastate transmission pipeline); compression fees (from the wellhead through the point the gas first enters a mainline high pressure interstate or intrastate transmission pipeline); treating and dehydration fees (from the wellhead through the point the gas first enters a mainline high pressure interstate or intrastate transmission pipeline); and fuel gas (from the lease custody transfer meter through the point the gas first enters a mainline high pressure interstate or intrastate transmission line).

b. On gas where QEP receives NGL value or volume where the unprocessed gas has a wellhead heat content of more than 1,050 BTU's per standard cubic foot, QEP will deduct a gross processing fee of \$0.30 per gas plant inlet MCF ("Processing Fee") proportionately from all Class Members. In other words, the Class Members as royalty owners will bear their proportionate part of the gross processing fee. By way of example only, if the royalty is 1/5<sup>th</sup> then royalty owners will bear and pay 1/5<sup>th</sup> of a \$0.30 processing fee *i.e.* \$0.06 per gas plant inlet MCF. Beginning in 2014, with the January production month, the processing fee shall be adjusted annually based on the proportional year over year change in the Average United States Consumer Price Index for All Items, All Urban Consumers (CPI-U), U.S. City Average (as published by the United States Department of Labor, Bureau of Labor Statistics), for the 12 months ending

December 31 of the previous year; provided, however, that such Processing Fee shall never be less than the initial fee of \$0.30 per gas plant inlet MCF. An example calculation for the annual adjustment is attached to the Stipulation as Exhibit 7. If a plant statement does not contain information on fuel gas volumes consumed before and after the plant inlet, QEP will estimate the plant inlet MCF for purposes of the processing fee calculation by allocating 66.66% of the total calculated fuel gas volumes (*i.e.*, before and after the plant inlet) to points before the plant inlet.

c. The value of NGLs, residue gas, and fuel gas for calculation of royalty shall be based on the product prices contained in the plant statement issued by the plant operator applicable to each well. The volume and value of residue gas shall be grossed up to account for percent-of-proceeds (POP) type reductions in the plant statement, if any, and further adjusted to add back the value of the royalty interest owner's share of off-lease fuel that has been deducted in the plant statement. Likewise, the volume and value of individual NGL products shall be grossed up to 100% of the allocated NGL product volumes and values reported on the plant statement. Class Members will not bear any diminution of volume or value for NGLs or residue gas marketed by QEP due to application of direct or indirect fees (for example, a POP reduction) or deduction of off-lease fuel. The only fee deducted in calculation of royalty will be their proportionate part of the Processing Fee provided for above. An example of how royalty will be calculated under this paragraph is attached to the Stipulation as Exhibit 8. QEP will use

commercially reasonable efforts to obtain fee-based processing arrangements on future wells on Class Leases (including Units created pursuant to Oklahoma Law and/or private pooling or communitized units) and, where not practicable, QEP will enter into POP contracts that seek to maximize the recovery of NGLs, to the mutual benefit of QEP and the Class Members.

d. The value of all other gas for calculation of royalty will be the measured quantities (in MMBTU) at the lease custody transfer meter times the Panhandle Eastern Pipe Line Company: Texas, Oklahoma (mainline) monthly index price as published in Platt's Inside FERC's Gas Market Report (the "PEPL Index Price"). If the PEPL Index Price is discontinued or materially modified, or cannot be used, its successor will be used, or in the absence of a successor, QEP will select another publication or methodology that enables calculation of an index price closely comparable to the PEPL Index Price.

e. With respect to wells subject to existing processing contracts, QEP will, to the extent practicable, seek amendments to the contracts to maximize the value or volume of liquids recovered thereunder to the joint benefit of QEP and its royalty owners.

f. Class members who participate in the Settlement are barred from suing QEP or its successors and assigns in relation to the future royalty payment methodology described herein, or on the estimated value of the Future Benefits derived therefrom to an individual Class Member or the Class as a whole. The future royalty payment methodology described herein is binding on all Class

Members who participate in the settlement and on QEP and on their respective successors and assigns.

g. Chieftain Royalty Company, for its future benefit and the future benefit of the Class, shall have the right to require an audit of QEP's compliance with the future royalty calculation described above. Such audit rights and procedures are to be carried out in accordance with the Paragraph 2.5 of the Stipulation. The audit rights set forth therein may be transferred or assigned by Chieftain to any successor, transferee or assignee of Chieftain's interest in any Class Well(s) and/or future well(s) on the Class Leases, or to another Class Member. Neither Class Counsel, Class Representatives, nor any transferee, assignee or successor of Chieftain of such audit rights shall have any liability whatsoever to QEP or any Class Member or their successors, transferees and assignees for any conduct related to the audit provisions set forth herein barring intentional misconduct. Further, while Chieftain and any designated transferee, assignee and/or successor have the audit rights as described herein, the Settlement does not limit or enlarge the rights possessed by any Class Member to request information and/or data as otherwise allowed by law regarding each Class Member's royalty interest in any Class Well(s) and/or future well(s) on the Class Leases and Class Force Pooled Royalty Interests.

h. The Future Benefits arising out of the royalty payment methodology set forth above are binding on QEP (and QEP's successors and assigns) and may not be waived. Any disputes over QEP's compliance with its obligations under

the future royalty payment methodology shall be resolved by binding arbitration, conducted by a single arbitrator mutually agreed to by the Parties, conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association or, if mutually agreed to by the parties, such other rules and procedures as agreed to by the parties. QEP shall pay the costs of any such arbitration; however, the prevailing party in any such arbitration will be entitled to reimbursement of its reasonable attorney's fees from the losing party.

i. The future royalty payment methodology set forth above amends the method of calculation of royalty for the Class Leases and Class Forced Pooled Royalty Interests, and runs with the land. In order to give notice of the agreed methodology for payment of future royalty to successors and assigns of both QEP and the Class Members, QEP shall record a Notice of Settlement Concerning Royalty Payments on Gas and its Constituents, substantially similar to that set forth in Exhibit 9 to the Stipulation, to be indexed against the lands in the counties where Class Leases and Class Forced Pooled Royalty Interests are located.

j. The Court approves the methodology for preparation of check stubs required by the Oklahoma Production Revenue Standards Act, as set forth in paragraph 2.3 of the Stipulation and Settlement Agreement.

9. The Action and the Complaint and all claims included therein, as well as all Released Claims, which the Court finds were filed against QEP in good faith by Class Representatives and Class Counsel in accordance with Federal Rule of Civil

Procedure 11, are dismissed with prejudice as to the Released Parties. All Class Members who have not validly and timely submitted a Request for Exclusion to the Settlement Administrator as directed in the Notice and Preliminary Approval Order, on behalf of themselves and their respective predecessors, successors, and assigns, are hereby deemed to have finally, fully, and forever released, relinquished, and discharged all of the Released Claims against QEP and the Released Parties and are barred and permanently enjoined from prosecuting, commencing, or continuing any of the Released Claims against the Released Parties. The Settling Parties are to bear their own costs, except as otherwise provided in the Stipulation or in this Judgment. The Court orders that QEP shall be allowed to recoup out-of-pocket costs incurred for Administration, Notice and Distribution pursuant to paragraph 1.1 out of residual or unclaimed funds that remain unclaimed in the Escrow Account one year after the Judgment becomes final and reasonable attempts to locate and pay Class Members have been exhausted upon further order of the Court.

10. The Court orders that certain documents designated as confidential by any party pursuant to the Protective Order in the Litigation shall be returned to the producing party in accordance with the Protective Order and the terms of the Settlement Agreement.

11. Notwithstanding the foregoing paragraphs, nothing in this Judgment shall bar any action or claim by any of the Settling Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

12. This Judgment and the Stipulation—including any provisions contained in or exhibits attached to the Stipulation; any negotiations, statements, or proceedings in

connection therewith; or any action undertaken pursuant thereto—shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms of this Judgment or the Stipulation or to defend or bring an action based on the Release provided herein, and are not and shall not be deemed, described, or construed to be or offered or received as evidence of a presumption, concession, declaration, or admission by any person or entity of the truth of any fact alleged in the Action; the validity or invalidity of any claim or defense that was, could have been, or might be asserted; the amount of damages, if any, that would have been recoverable in the Action; or any liability, negligence, fault, or wrongdoing of any person or entity.

13. As separately set forth in detail in the Court's Plan of Allocation and Distribution Order, the proposed Plan of Allocation and Distribution is approved as fair and reasonable, and Class Counsel and the Settlement Administrator, with the cooperation and assistance of QEP, are directed to administer the Settlement in accordance with the Plan of Allocation and Distribution Order.

14. The Court finds that the Settling Parties and their counsel have complied with the requirements of Federal Rule of Civil Procedure 11 as to all proceedings and filings in this Action and that Class Representatives and Class Counsel at all times acted in the best interest of the Class and had a good faith basis to bring, maintain, and prosecute this Action. The Court further finds that the Class Representatives and Class Counsel adequately represented the Class in entering into and implementing the Settlement.

15. No Class Member shall have any claim against Class Counsel, the Released Parties, the Settlement Administrator, the Escrow Agent, or any other agent designated by Class Counsel based on the distributions made substantially in accordance with the Stipulation, the Court's Plan of Allocation and Distribution Order, or other Orders of the Court.

16. Neither Class Counsel, Class Representatives, QEP, nor QEP's counsel shall have, as the case may be, any responsibility for, interest in, or liability with respect to: (i) the design, administration, or implementation of the Plan of Allocation and Distribution; (ii) the determination or administration of taxes; (iii) any act, omission, or determination of Class Counsel, the Escrow Agent, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (iv) the management, investment, or distribution of the Gross Settlement Fund or Net Settlement Fund; (v) the determination, administration, calculation, or distribution of the Gross Settlement Fund or Net Settlement Fund; (vi) the administration of the Escrow Account; (vii) any losses suffered by, or fluctuations in the value of, the Escrow Account, the Gross Settlement Fund, or the Net Settlement Fund; (viii) the payment or withholding of any taxes, expenses, or costs incurred in connection with the taxation of the Gross Settlement Fund or the Net Settlement Fund or the filing of any tax returns; or (ix) any expenses, costs, or losses incurred in connection with any of the above, except for the those expenses and costs expressly provided for in the Stipulation.

17. No Class Member shall have any claim against Class Counsel, Class Representatives, QEP, or its counsel with respect to: (i) any act, omission, or determination of, the Escrow Agent, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of Gross Settlement Fund or the Net Settlement Fund; (iii) the determination, administration, calculation, or distribution of the Net Settlement Fund; (iv) the administration of the Escrow Account; (v) any losses suffered by, or fluctuations in the value of, the Escrow Account, the Gross Settlement Fund, or the Net Settlement Fund; (vi) the payment or withholding of any taxes, expenses, or costs incurred in connection with the taxation of the Gross Settlement Fund or the Net Settlement Fund or the filing of any tax returns.

18. Any order approving or modifying the Plan of Allocation and Distribution, the application by Class Counsel for an award of attorneys' fees or reimbursement of Litigation Expenses, or any request of Class Representatives for Case Contribution Awards or reimbursement of reasonable costs and expenses shall not disturb or affect the Finality of this Judgment, the Stipulation, or the Settlement contained therein.

19. Without affecting the Finality of this Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the Action, Class Representatives, the Class Members, and QEP, and any other Released Parties for the purposes of: (i) supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the Plan of Allocation and Distribution, and this Judgment; (ii) hearing and determining any application by Class Counsel for an award of attorneys' fees, costs, and

Litigation Expenses and/or Case Contribution Awards for Class Representatives, if such determinations were not made at the Final Fairness Hearing; (iii) supervising the distribution of the Net Settlement Fund; and (iv) resolving any dispute regarding a party's right to terminate the Settlement pursuant to the Stipulation.

20. In the event the Settlement is terminated as the result of a successful appeal of this Judgment or does not become Final in accordance with the terms of the Stipulation for any reason whatsoever, then this Judgment shall be rendered null and void and shall be vacated to the extent provided by and in accordance with the Stipulation, including with respect to the repayment by Class Counsel of attorneys' fees and costs that are awarded by the Court, and, in such an event, all orders entered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

21. Subject to the arbitration provisions of the Stipulation, in the event that, prior to the Effective Date, Class Representatives or QEP institutes any legal action against the other to enforce any provision of the Stipulation or this Judgment or to declare rights or obligations thereunder, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs incurred in connection with any such action.

22. There is no reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is directed pursuant to Federal Rule of Civil Procedure 54(b).

IT IS SO ORDERED.

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HON. DAVID L. RUSSELL  
UNITED STATES DISTRICT JUDGE

**APPROVED AS TO FORM**

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