FILED IN DISTRICT COURT
OKLAHOMA COUNTY

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RICK WARREN
COURT CLERK
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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE CONTINENTAL RESOURCES, INC. SHAREHOLDER LITIGATION	Case No. CJ-2022-4162

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AND A HEARING ON THE PROPOSED SETTLEMENT

Pursuant to 12 O.S. § 2023 ("Section 2023") and the Stipulation and Agreement of Settlement dated June 18, 2026 (the "Stipulation" or the "Settlement"), attached hereto as Exhibit 1, Co-Lead Plaintiffs Ralph Donald Turlington ("Turlington") and Pembroke Pines Firefighters & Police Officers Pension Fund ("Pembroke," and together with Turlington, "Plaintiffs" or "Co-Lead Plaintiffs"), by and through their undersigned counsel ("Plaintiffs' Counsel" or "Counsel"), hereby move the Court in the above-captioned action ("Action") for an Order: (1) preliminarily approving the proposed Settlement; (2) approving the form of notice of the proposed Settlement to the Class (as defined below) pursuant to 12 O.S. § 2023(E)(1); and (3) setting a hearing for final approval of the proposed Settlement pursuant to 12 O.S. § 2023(E)(2). Defendants (as defined below) do not oppose the relief sought by Plaintiffs.

I. INTRODUCTION

The Settlement, reached just three weeks before trial, is an excellent result for Plaintiffs and the Class.

The Settlement provides a substantial, immediate, and certain benefit through a $60 million cash payment. The Settlement is the product of vigorous good-faith, arm's-length negotiations between experienced counsel, including significant mediation efforts by former United States District Judge Layn R. Phillips (W.D. Okla.) ("Judge Phillips"), and it represents a substantial recovery that is fair, reasonable, and adequate for the Class. In the absence of a settlement, Plaintiffs would have had to surmount numerous obstacles to obtain any recovery, and there was no guarantee that any such recovery would have been greater than (or even equal to) the Settlement amount.

When the Settlement was reached on April 14, 2026, the Parties were finalizing preparations for trial set to commence on May 4, 2026. Plaintiffs' Counsel had a thorough understanding of the strengths and weaknesses of the claims and defenses asserted and could make intelligent, informed appraisals regarding the chances of success. Had the case not settled, this litigation would likely have continued for many months, if not years, through the conclusion of trial and likely appeals. Against this backdrop, Plaintiffs believe that the Settlement represents a terrific result for the Class.

The Settlement satisfies thresholds of fairness and adequacy for preliminary approval given that the benefits and certainty of a $60 million recovery outweigh the significant risks of continued litigation and the potential for no recovery. Plaintiffs therefore request that the Court preliminarily approve the Settlement and the proposed notice protocol, and set a date for a final fairness hearing, so that the Class will have an opportunity to comment on or object to the Settlement.

Accordingly, and for the reasons set forth below, Plaintiffs respectfully request the Court enter the Preliminary Approval Order attached to the Stipulation as Exhibit A.

II. PROCEDURAL BACKGROUND

On April 17, 2023, the Court consolidated various actions asserted against the Defendants under the caption *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162; appointed Pembroke and Turlington as interim co-lead plaintiffs in the

Action; and appointed the law firms of Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP as interim co-lead counsel in the Action.

On May 17, 2023, Plaintiffs filed the Verified Consolidated Class Action Petition (the "Petition"). In the Petition, Plaintiffs alleged that Defendants[1] and Former Defendants[2] breached their fiduciary duties in connection with the November 2022 take-private transaction whereby the former minority shareholders of Continental Resources, Inc. ("Continental") were bought out by Hamm and his affiliates for $74.28 per share (the "Transaction"). Plaintiffs alleged that: (1) Hamm and his affiliates caused the Class to be cashed out of their Continental shares for inadequate consideration after an unfair process; (2) Hamm and his affiliates breached their fiduciary duties by engaging in insider trading prior to publicly announcing his offer to take Continental private; (3) Berry, McNabb, and Monroe breached their fiduciary duties by approving the Transaction; and (4) McCain and Taylor breached their fiduciary duties by recommending that Continental's Board of Directors approve the Transaction.

On June 20, 2023, Defendants filed their partial motion to dismiss the Petition. After full briefing and a hearing, on October 3, 2023, the Court denied Defendants' motion to dismiss.

Plaintiffs served initial discovery requests on November 14, 2023. Over the course of approximately two years, the Parties engaged in extensive factual discovery, which included Plaintiffs' Counsel reviewing 150,153 documents and taking or defending over forty depositions.

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[1] "Defendants" are Harold Hamm ("Hamm") and Bill Berry ("Berry").

[2] "Former Defendants" are Shelly Lambertz ("Lambertz"), John T. McNabb II ("McNabb"), Mark E. Monroe ("Monroe"), Ellis "Lon" McCain ("McCain"), Timothy G. Taylor ("Taylor"), and several trusts affiliated with the Hamm family.

The Court appointed a Special Master, former Oklahoma District Court Judge William Hetherington, to hear and resolve discovery disputes arising during the litigation of the Action. Between June 28, 2024 and October 30, 2025, Judge Hetherington heard and resolved eight such disputes.

On July 15, 2024, the Court entered an Order certifying the Class,[3] appointing Co-Lead Plaintiffs as Class Representatives for the Class, and appointing Plaintiffs' Counsel as Class Counsel.

On September 16, 2025, the Parties exchanged opening expert reports. On October 31, 2025, the Parties exchanged rebuttal expert reports. Between November 19, 2025 and January 9, 2026, the Parties took and defended nine depositions of each other's experts.

On September 30, 2025, Hamm moved for partial summary judgment to dismiss the insider trading count, and McCain and Taylor moved for summary judgment to be dismissed from the Action. After briefing and argument, on December 16, 2025, the Court granted McCain and Taylor's motion for summary judgment, dismissing them from the Action. The Court granted in part and denied in part Hamm's motion for summary judgment on the insider trading count.

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[3] The "Class" is defined as:

> Any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them. Excluded from the Class are (i) Defendants, Former Defendants, and their immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and (ii) any entity in which any Defendant or Former Defendant has had a direct or indirect controlling interest.

On February 27, 2026, the Court entered an Order (the "Class Notice Order") approving the proposed form, content, and method for dissemination of notice of pendency of the Action as a class action (the "Class Notice") and authorizing Plaintiffs' Counsel to retain A.B. Data, Ltd. as the administrator in connection with the Class Notice. The Class Notice consisted of a Short Form Notice that was mailed or emailed to Class Members and their nominees; a Long Form Notice that was posted on the website specifically created for the Action, www.ContinentalShareholderLitigation.com; and a Summary Notice that was published in the financial publication *Investor's Business Daily* and transmitted over the internet through *PR Newswire*.

Pursuant to the Class Notice Order, the Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the deadline and procedures for doing so. The Class Notice informed Class Members that if they choose to remain a member of the Class, they would "be bound by all orders, settlements, and judgments, whether favorable or unfavorable to the Class, that the Court enters in this Action."

A total of 54,683 Short Form Notices were mailed or emailed to potential Class Members and their nominees beginning on March 9, 2026. The deadline for requesting exclusion from the Class was April 23, 2026. Only two shareholders, holding a total of 6,046 shares, opted out from the Class.

On December 2, 2025, the Parties conducted a mediation before Judge Phillips. Although that mediation was unsuccessful, Judge Phillips remained in contact with the Parties as the case progressed.

From March 2-4, 2026, the Court heard numerous *Daubert* and *in limine* motions relating to the admissibility of evidence and certain expert witnesses at trial. The Parties also resolved six additional pretrial motions in advance of the hearing.

On March 31, 2026, the Court held its pre-trial conference. In advance of the pre-trial conference, the Parties exchanged witness lists, exhibit lists, draft pre-trial orders, draft verdict forms, and draft jury instructions. Trial was set to begin on May 4, 2026.

Throughout March and early April 2026, Judge Phillips reengaged the Parties regarding a possible settlement. On April 7, 2026, following multiple communications with the Parties, Judge Phillips made a mediator's proposal to settle the matter for an all-in amount of $60 million.

On April 14, 2026, the Parties executed a Term Sheet to Settle Stockholder Class Action reflecting an agreement in principle to settle all claims in the Action against Defendants in return for a cash payment of $60 million for the benefit of the Class, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

On April 15, 2026, the Parties informed the Court of their agreement in principle to settle the Action and requested that the Court suspend all proceedings in the Action pending Court approval of the Settlement.[4]

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[4] On January 5, 2023, several former shareholders of Continental Resources filed a Petition for Appraisal of Stock under 18 O.S. § 1091. *See FW Deep Value Opportunities Fund I, LLC, et al. v. Continental Resources, Inc.*, Case No. CJ-2023-47 (Okla. Dist. Ct.) (the "Appraisal Action"). The petitioners in the Appraisal Action (the "Appraisal Petitioners") are represented by different counsel from Plaintiffs and the Class in this Action.

On April 23, 2026, counsel for the Appraisal Petitioners served on the Parties a letter purporting to make a "limited objection to the proposed settlement in the Class Action lawsuit" and stating that the Appraisal Petitioners intend to seek discovery from Plaintiffs and

III. ARGUMENT

Section 2023 requires Court approval of settlement of a class action. Oklahoma courts generally follow a two-step procedure for approving class action settlements. First, the Court "preliminarily approves the settlement agreement[] and authorizes that notice be given to the class so that interested class members may object to the fairness of the settlement." *Harris v. Chevron U.S.A., Inc.*, 2019 WL 5846917, at *2 (W.D. Okla. July 29, 2019). Second, after notice is given to the class, "the Court holds a fairness hearing at which it will address . . . any objections to the fairness, reasonableness, or adequacy of the settlement terms." *Id.*

"In making the determination whether to approve a class action settlement, the Court should not decide the merits of the case or resolve unsettled legal questions. This is because the essence of settlement is compromise, and settlements are generally favored." *Childs v. Unified Life Ins. Co.*, 2011 WL 6016486, at *10 (N.D. Okla. Dec. 2, 2011); *see also Geiger v. Sisters of Charity of Leavenworth Health Sys., Inc.*, 2015 WL 4523806, at *2 (D. Kan. July 27, 2015) ("The law favors compromise and settlement of class action suits.").

"Preliminary approval of a class action settlement, in contrast to final approval, is at most a determination that there is . . . probable cause to submit the proposal to class members and hold a full-scale hearing as to its fairness." *Harris*, 2019 WL 5846917, at *2. Preliminary approval is appropriate when the settlement "appears to be the product of serious, informed, noncollusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to class representatives." *Id.* (citing *In re Motor Fuel Temperature Sales*

Continental. The Appraisal Petitioners did not opt out of the Class. Nonetheless, the Appraisal Petitioners claimed that they would "serve the discovery on Class Plaintiffs and Continental not later than May 1, 2026." On May 1, 2026, Plaintiffs responded by letter. To date, the Appraisal Petitioners have not served any discovery on Plaintiffs.

Practices Litig., 286 F.R.D. 488, 492 (D. Kan. 2012)). "Utilization of an experienced mediator during the settlement negotiations supports a finding that the settlement is reasonable, was reached without collusion, and should therefore be approved." *Id.* at *3.

A. The Settlement is Fair, Reasonable, and Adequate

In determining whether a settlement is fair, adequate and reasonable, "the trial court should consider: (1) whether the proposed settlement was fairly and honestly negotiated, (2) whether serious questions of law and fact exist, placing the ultimate outcome of litigation in doubt, (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation, and (4) the judgment of the parties that the settlement is fair and reasonable." *Louisiana Mun. Police Emps' Ret. Sys. v. McClendon*, 2013 OK CIV APP 64, ¶ 14, 307 P.3d 393, 399; *see also Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1188 (10th Cir. 2002) (same).

The Settlement meets these criteria. It is the product of extensive arm's-length negotiations between counsel for the Parties under the supervision and participation of Judge Phillips. And the monetary result—$60 million—is fair and reasonable considering the many obstacles to recovery.

1. The Settlement Was Fairly and Honestly Negotiated

The Settlement is the product of extensive arm's-length negotiations between the Parties. This case settled just three weeks before trial after years of fierce litigation and advocacy. At the time of settlement, Plaintiffs were in their final preparations for trial and had a clear sense of the strengths and weaknesses of their case. The Court had just ruled on numerous *in limine* and *Daubert* motions, and the Parties resolved multiple other motions; the Parties thus understood what key pieces of evidence would be admissible at trial. Plaintiffs had also recently completed a two-day jury testing exercise, where they had presented a truncated version of their case to a panel consisting of dozens of local Oklahoma City residents.

Plaintiffs were well-informed, clear-eyed, and faced no conflict when engaging in arm's-length settlement negotiations. The fact that the Settlement was reached at such an advanced stage on the eve of trial strengthens the presumption that the Settlement is fair and reasonable. *See, e.g.*, *Harris*, 2019 WL 5846917, at *3 (noting the case had "been extensively litigated" prior to settlement); *see also* 4 Newberg and Rubenstein on Class Actions § 13:14 (6th ed.) ("Where the proposed settlement is preceded by a lengthy period of adversarial litigation involving substantial discovery, a court is likely to conclude that settlement negotiations occurred at arms-length.").

Additionally, the settlement terms were reached with the assistance of an experienced mediator. Judge Phillips facilitated the negotiation of the Settlement. Judge Phillips is perhaps the nation's preeminent mediator of securities class action cases. *See Hon. Layn R. Phillips*, PHILLIPS ADR ENTERPRISES, https://phillipsadr.com/our-team/layn-phillips. Judge Phillips spent several months working with the Parties to resolve the Action, culminating on the eve of trial following multiple in-Court pretrial hearings. This fact further supports that the Settlement was fairly and honestly negotiated. *See Harris*, 2019 WL 5846917, at *3 ("Utilization of an experienced mediator during the settlement negotiations supports a finding that the settlement is reasonable, was reached without collusion, and should therefore be approved."); *see also In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 576 (S.D.N.Y. 2008) (use of mediator "strongly supports a finding that [negotiations] were conducted at arm's-length and without collusion").

2. Serious Questions of Law and Fact Exist

The presence of disputed questions of law and fact "tips the balance in favor of settlement because settlement creates a certainty of some recovery, and eliminates doubt, meaning the possibility of no recovery after long and expensive litigation." *McNeely v. Nat'l Mobile Health Care, LLC*, 2008 WL 4816510, at *13 (W.D. Okla. Oct. 27, 2008); *see also Childs*, 2011 WL 6016486, at *13.

This Action includes numerous disputed, complex factual and legal issues for a lay jury's resolution. If this litigation were to proceed, Plaintiffs would face substantial proof and persuasion hurdles. While Plaintiffs believe that the claims asserted against Defendants were meritorious, and had evidentiary support, Plaintiffs recognize the clear risks in establishing both liability and damages in a case involving, among others, complex issues of corporate valuation of an oil and gas exploration company, the customs and practices of controller-led take-private transactions, the "intrinsic fairness" standard, and insider trading.

As the Court knows, this case would have required proof that the Transaction was unfair both in terms of *process* and *price*. As to process, Plaintiffs would seek to prove that Hamm's negotiations with the Special Committee were unfair, not at arm's-length, and that the Special Committee was not fully informed or well-functioning. But both members of the Special Committee were prepared to testify that they believed they had acted diligently, hired expert advisors, and negotiated hard with Hamm and in good faith. The Court's dismissal of both Special Committee members at summary judgment highlights the risk that a jury might have ruled against Plaintiffs as to the fairness of the negotiation process.

Plaintiffs faced additional risk in proving that the Transaction paid Class members an unfair price. Plaintiffs' expert would have testified that the Transaction underpaid Class members by $14.76 per share. But Defendants' expert, as well as the Special Committee's financial advisor, would have testified that the Transaction price was more than fair. Defendants would have focused on the fact that Continental's peer companies' stock prices (as well as commodities prices) declined sharply throughout Hamm's negotiations with the Special Committee. Defendants would have also pointed to post-Transaction valuations of Continental—evidence that Plaintiffs moved unsuccessfully to exclude from trial—as having undermined key expert assumptions made by Plaintiffs' damages expert. Ultimately, Plaintiffs' evidence of damages would have been both complicated and hotly contested, requiring the jury to resolve a "battle of the experts." *See Briggs v. Friesen*, 2025 WL 103204, at *6 (N.D. Okla. Jan. 15, 2025) ("Legal complexity, factual complexity, even complexity in one portion of the case (such as determining damages), all weigh in favor of settlement."); *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 256 (E.D. Va. 2009) ("the damages issue would have become a battle of experts at trial, with no guarantee of the outcome in the eyes of the jury").

Plaintiffs also faced substantial risk on their insider trading claim. First, Defendants would have argued that Hamm did not possess material, non-public information when he made the trades at issue. Second, Defendants would have argued that Hamm's trades were consistent with historical trading patterns. Third, Defendants would have argued that those trades did not actually cause any damage to the Class. Fourth, even if the jury found for Plaintiffs on the insider trading claim, it only would have resulted in a damages verdict of, at most, approximately $27.5 million. And finally, even if Plaintiffs prevailed on this claim at trial, it would have created novel appellate issues, since the theory of the claim was drawn from a decision of the Delaware Court of Chancery, *Goldstein v. Denner*, C.A. No. 2020-1061-JTL, 2022 WL 1797224 (Del. Ch. June 2, 2022), with no corresponding Oklahoma authority.

Ultimately, while Plaintiffs were prepared to try the case, and were hopeful that they might recover up to $14.76 per share (~$854 million[5]) for Class members, they also understood that they might lose the case, at trial or on appeal, and recover nothing for the Class.

3. The Value of Immediate Recovery Outweighs the Mere Possibility of Future Relief

"[I]n ascertaining whether a settlement falls 'within the range of possible approval,' courts compare the settlement amount to the relief the class could expect to recover at trial." 4, Newberg and Rubenstein on Class Actions § 13:15 (6th ed.). "There is no predetermined figure indicating what constitute[s] a reasonable percentage of probable trial damages . . . and courts have stated that 'there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.'" *Id.* Consistent with these principles, Oklahoma law acknowledges that "[a] court should not reject a class action settlement merely because individual class members complain they would have received more had they prevailed in a trial." *Bayhylle v. Jiffy Lube Int'l., Inc.*, 2006 OK CIV APP 130, ¶ 19, 146 P.3d 856, 861.

As will be more fully explained in Plaintiffs' forthcoming motion for final approval, the $60 million Settlement is well within the range of possible approval. The Settlement represents approximately 7% of Plaintiffs' "top end" damages of approximately $854 million. Measured against the likelihood of success at trial and on appeal, the Settlement is more than fair, reasonable, and adequate. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 583 (N.D.

[5] 57,901,967 shares in the Class multiplied by $14.76 per share.

Ill. 2011) ("Numerous courts have approved settlements with recoveries around (or below)" 10% of "class's maximum potential recovery"); *Schuler v. Medicines Co.*, 2016 WL 3457218, at *8 (D.N.J. June 24, 2016) (finding 4% recovery "falls squarely within the range of previous settlement approvals"); *In re Crocs, Inc. Sec. Litig.*, 306 F.R.D. 672, 691 n.20 (D. Colo. 2014) (finding recovery of approximately 1.3% of top-line damages "is in line with the median ratio of settlement size to investor losses"). It also far exceeds the range of median settlement amounts in mergers and acquisitions cases in the Delaware Court of Chancery during 2019-2024 of $16.5 million to $34.4 million.[6]

The Settlement provides certain recovery of significant damages in the face of uncertain recovery at trial, without further delay or expense. Continued litigation would drain legal and judicial resources, cause additional delay, and could have led to a worse outcome (or no recovery at all) for the Class.

4. Plaintiffs' Counsel Submits That the Settlement is Fair and Reasonable

The judgment of Plaintiffs and their Counsel further supports the fairness and reasonableness of the Settlement. "When a settlement is reached by experienced counsel after negotiations in an adversarial setting, there is an initial presumption that the settlement is fair and reasonable." *Marcus v. Kan., Dept. of Revenue*, 209 F. Supp. 2d 1179, 1182 (D. Kan. 2002). Moreover, "counsel's judgment as to the fairness of the agreement is entitled to considerable weight." *Id.* at 1183. "The Court should . . . 'defer to the judgment of experienced

[6] *See* Schneider, et al., *M&A Litigation Settlements in the Delaware Court of Chancery (2012-2024 Review & Analysis)*, CORNERSTONE RESEARCH, https://www.cornerstone.com/wp-content/uploads/2025/09/MA-Litigation-Settlements-Delaware-Court-Chancery-2012-2024.pdf, at 3.

counsel who has competently evaluated the strength of his proofs.'" *Johnson v. Tulsa*, 2003 WL 24015151, at *11 (N.D. Okla. May 12, 2003).

Plaintiffs' Counsel have extensive experience in complex class action litigation. They, and their firms, have demonstrated repeatedly that they are willing to take difficult cases to trial. *See, e.g.*, *In re Fannie Mae/Freddie Mac Senior Preferred Stock Purchase Agreement Class Action Litig.*, No. 1:13-mc-1288 (RCL) (D.D.C.) (same firms led class action trial team in Washington, D.C. federal court, securing $800 million judgment now on appeal). But these same lawyers have also taken cases to trial and lost, either at trial or on appeal, thus recovering nothing for the classes they represented. *See, e.g.*, *In re Tesla Motors, Inc. S'holder Litig.*, 2022 WL 1237185 (Del. Ch. Apr. 27, 2022), *aff'd on appeal*, 298 A.3d 667 (Del. 2023) (court found transaction process potentially unfair but zero damages); *In re Columbia Pipeline Grp., Inc. Merger Litig.*, 342 A.3d 324 (Del. 2025) (Delaware Supreme Court reversed $200 million trial court judgment for plaintiffs).

Plaintiffs only agreed to settle this Action on the eve of trial after years of hard-fought litigation, negotiation, and mediation. Plaintiffs and Plaintiffs' Counsel weighed the benefits of the Settlement to the Class against the risks and uncertainties of continued litigation and concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate. Plaintiffs' Counsel's seasoned judgment is entitled to significant deference.

B. Plaintiffs' Anticipated Request for Attorneys' Fees and Expenses is Reasonable

Plaintiffs anticipate that they will be asking for an award of attorneys' fees and unreimbursed expenses amounting to up to one-third of the Settlement Fund plus expenses. Plaintiffs submit that this amount is warranted here considering the complexity of the case, the stage of the litigation, and the result achieved. *See Chieftain Royalty Co. v. EnerVest Energy*

Institutional Fund XIII-A, L.P., 166 F.4th 34, 42 (10th Cir. 2026) (affirming district court's grant of 33.33% fee award given the "high risk of non-recovery in the litigation based on the 'complexity of the factual and legal issues'"). The Fee and Expense Award will also include a request that each of the plaintiffs be awarded a portion of the fee as a "Service Award" in recognition of their time and expense in serving as representative plaintiffs. *See* Ex. 1 [Stipulation] at ¶ 14; *see, e.g. Ponca Tribe of Indians of Okla. v. Cont'l Carbon Co.*, 2009 WL 2836508, at *2 (W.D. Okla. July 30, 2009) ("The practice of granting incentive awards to Class Representatives is common and widespread in class litigation."). Plaintiffs will present their fee application at the final approval hearing and Class Members will have an opportunity to be heard regarding any objections thereto.

C. The Proposed Notice Plan

Section 2023(E)(1) requires the court to "direct notice in a reasonable manner to all class members who would be bound by the proposal." "Generally, the Court must direct to class members the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort if necessary." *McNeely*, 2008 WL 4816510, at *14.

The proposed notice plan provides individual notice to all Class Members identified through reasonable effort. The proposed notice plan is identical to the plan previously approved by the Court in the Class Notice Order concerning the Class Notice, which the Court found "satisf[ied] the requirements of Section 2023(C)(4)." *See supra,* at 5. As outlined in the proposed Preliminary Approval Order (Exhibit A), the claims administrator will mail the Short Form Settlement Notice to Class Members, publish the Summary Settlement Notice, and post the Long Form Settlement Notice to the Website (collectively, the "Notice"). The content of the Notice fairly apprises shareholders of the terms of the Settlement. The Notice is written in simple terminology and includes: (1) basic information about the lawsuit; (2) a description of the benefits provided by the Settlement; (3) an explanation of how Class Members can obtain the Settlement benefits; (4) an explanation of how Class Members can exercise their right to object to the Settlement; (5) an explanation that any claims against Defendants that could have been litigated in this Action will be released if the Settlement is approved; (6) the names of Plaintiffs' Counsel and information regarding Plaintiffs' application for attorneys' fees and unreimbursed expenses; (7) the Settlement Hearing date; and (8) an explanation of how to submit a notice of appearance for the Settlement Hearing. *See McNeely*, 2008 WL 4816510, at *14.

This proposed Notice plan satisfies the notice requirements of Section 2023 and due process. *See Chieftain Royalty Co. v. EnerVest Energy Institutional Fund XIII-A, L.P.*, 2024 WL 4343047, at *3 (W.D. Okla. Sept. 27, 2024) ("The Court further finds that the form, content, and method of disseminating the postcard and long-form notice to the class, publishing the summary notice, and making all pertinent materials available through the settlement website constituted the best practicable notice under the circumstances.").

Accordingly, Plaintiffs respectfully submit that the proposed Notice and the related procedures are appropriate and should be approved. The Parties further request that the Court not revisit the April 23, 2026 opt-out deadline under the prior Class Notice or otherwise permit a second opportunity for Class Members to request exclusion from the Class.

IV. PROPOSED SCHEDULE OF EVENTS

Pursuant to the proposed Preliminary Approval Order, the Parties propose the following schedule of events leading to the Settlement Hearing:

Event	Date
Notice mailed to all Class Members	Within 10 calendar days after the entry of the Preliminary Approval Order
Plaintiffs file motion in support of final approval of the Settlement, application for attorneys' fees, reimbursement of expenses, and Plaintiff service awards	Thirty (30) calendar days prior to the Settlement Hearing
Deadline for objections to the Settlement and/or Plaintiffs' Counsel's application for attorneys' fees, reimbursement of expenses, and Plaintiff service awards	Fifteen (15) calendar days prior to the Settlement Hearing
Plaintiffs file responses to objections, if any	Seven (7) calendar days prior to the Settlement Hearing
Plaintiff files proof of mailing of Notice	Seven (7) calendar days prior to the Settlement Hearing
Settlement Hearing	At least seventy-five (75) days after the entry of the Preliminary Approval Order, at the Court's convenience

V. CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court: (1) preliminarily approve the proposed Settlement as within the range of possible fairness, reasonableness, and adequacy; (2) approve the form and manner of the proposed Notice; and (3) set a date and time for a final fairness hearing to approve the Settlement and Plaintiffs' Counsel's application for attorneys' fees and expenses.

Dated: June 23, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

On this 23rd day of June, 2026, a true and correct copy of the within and foregoing instrument was served on the following:

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EXHIBIT 1

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE CONTINENTAL RESOURCES, INC. SHAREHOLDER LITIGATION	Case No. CJ-2022-4162

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE

This Stipulation and Agreement of Settlement, Compromise, and Release, dated June 18, 2026 (the "Stipulation"), is entered into by and among (a) Plaintiffs Ralph Donald Turlington ("Turlington") and Pembroke Pines Firefighters & Police Officers Pension Fund ("Pembroke"), (together with Turlington, "Co-Lead Plaintiffs"), on behalf of themselves and the Class (defined in ¶ 1(d) below); and (b) Defendants Harold Hamm ("Hamm") and Bill Berry ("Berry, and together with Hamm, "Defendants") (Co-Lead Plaintiffs and Defendants, together, the "Parties").[1] Upon the terms and subject to the conditions set forth herein and the approval of the District Court of Oklahoma County, State of Oklahoma (the "Court"), the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted by the Plaintiffs and the Class against Defendants in the above-captioned consolidated stockholder class action.

WHEREAS:

A. On April 17, 2023, the Court entered an Order which, among other things, consolidated various actions asserted against the Defendants under the caption *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162 (the "Action"); appointed

[1] All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in paragraph 1 below.

Pembroke and Turlington as interim Co-Lead Plaintiffs in the Action; and appointed the law firms of Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP as interim co-lead counsel in the Action ("Co-Lead Counsel").

B. On May 17, 2023, Co-Lead Plaintiffs filed the Verified Consolidated Class Action Petition (the "Petition"). In the Petition, Co-Lead Plaintiffs alleged that Defendants and Former Defendants[2] breached their fiduciary duties in connection with the November 2022 transaction whereby the former minority shareholders of Continental Resources, Inc. ("Continental") were bought out by Hamm and his affiliates for $74.28 per share (the "Transaction"). Co-Lead Plaintiffs alleged that: (1) Hamm and his affiliates caused the Class to be cashed out of their Continental shares for inadequate consideration after an unfair process; (2) Hamm and his affiliates breached their fiduciary duties by engaging in insider trading prior to publicly announcing his offer to take Continental private; (3) Berry, McNabb, and Monroe breached their fiduciary duties by approving the Transaction; and (4) McCain and Taylor breached their fiduciary duties by recommending that Continental's Board of Directors approve the Transaction.

C. Co-Lead Plaintiffs and Co-Lead Counsel prosecuted the Litigation for nearly three years. On June 20, 2023, Defendants filed their partial motion to dismiss the Petition under seal. After full briefing and a hearing, on October 3, 2023, the Court denied Defendants' motion to dismiss.

D. Plaintiffs served initial discovery requests on November 14, 2023. Over the course of approximately two years, the Parties engaged in extensive factual discovery, which included Co-Lead Counsel reviewing 150,153 documents and taking or defending over 40 depositions.

[2] The "Former Defendants" are Shelly Lambertz, John T. McNabb II, Mark E. Monroe, Ellis "Lon" McCain, Timothy G. Taylor, and several trusts affiliated with the Hamm family.

E. The Court appointed a Special Master, former Oklahoma District Court Judge William Hetherington, to hear and resolve discovery disputes as they arose during the litigation of the Action. Between June 28, 2024 and October 30, 2025, Judge Hetherington heard and resolved eight such disputes.

F. On July 15, 2024, the Court entered an Order certifying the Class as defined in ¶ 1(d) below; appointing Co-Lead Plaintiffs as Class Representatives for the Class; and appointing Co-Lead Counsel as Class Counsel.

G. On September 16, 2025, the Parties exchanged opening expert reports. On October 31, 2025, the Parties exchanged rebuttal expert reports. Between November 19, 2025 and January 9, 2026, the parties took and defended nine depositions of each others' experts.

H. On September 30, 2025, Hamm moved for partial summary judgment to dismiss the insider trading count, and Former Defendants McCain and Taylor moved for summary judgment to be dismissed from the Action. After briefing and argument, on December 16, 2025, the Court granted Former Defendants McCain and Taylor's motion for summary judgment, dismissing them from the Action. The Court granted in part and denied in part Hamm's motion for summary judgment on the insider trading count.

I. On February 27, 2026, the Court entered an Order (the "Class Notice Order") approving the proposed form, content, and method for dissemination of notice of pendency of the Action as a class action (the "Class Notice") and authorizing Co-Lead Counsel to retain A.B. Data, Ltd. ("A.B. Data") as the administrator in connection with the Class Notice. The Class Notice consisted of a Short Form Notice that was mailed or emailed to Class Members and their nominees; a Long Form Notice that was posted on the website specifically created for the Action, www.ContinentalShareholderLitigation.com; and a Summary Notice that was published in the financial publication *Investor's Business Daily* and transmitted over the internet through *PR Newswire*.

J. Pursuant to the Class Notice Order, the Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the deadline and procedures for doing so. The Class Notice informed Class Members that if they chose to remain a member of the Class, they would "be bound by all orders, settlements, and judgments, whether favorable or unfavorable to the Class, that the Court enters in this Action."

K. A total of 54,683 Short Form Notices were mailed or emailed to potential Class Members and their nominees beginning on March 9, 2026. The deadline for requesting exclusion from the Class was April 23, 2026.

L. On December 2, 2025, the Parties conducted a mediation before former U.S. District Court Judge Layn R. Phillips. Although that mediation was unsuccessful, Judge Phillips remained in contact with the parties as the case progressed.

M. On March 2-4, 2026, the Court heard 13 Daubert motions and motions in limine relating to the admissibility of evidence and certain expert witnesses at trial.

N. On March 31, 2026 the Court held its pre-trial conference. In advance of the pre-trial conference, the parties exchanged witness lists, exhibit lists, draft pre-trial orders, draft verdict forms, and draft jury instructions. Trial was set to begin on May 4, 2026.

O. Throughout March and early April 2026, Judge Phillips reengaged the parties and had multiple communications regarding a possible settlement. On April 7, 2026, Mr. Phillips made a mediator's proposal to settle the matter for an all-in amount of $60,000,000.00.

P. On April 14, 2026, the Parties executed a Term Sheet to Settle Stockholder Class Action (the "Term Sheet") reflecting an agreement in principle to settle all claims in the Action against Defendants in return for a cash payment of $60,000,000 for the benefit of the Class, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

Q. On April 15, 2026, the Parties informed the Court of their agreement in principle to settle the Action and requested that the Court suspend all proceedings in the Action pending Court approval of the proposed Settlement.

R. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement among the Parties with respect to the Settlement and supersedes the Term Sheet.

S. Based upon their investigation, prosecution, and mediation of this Action, Co-Lead Plaintiffs and Co-Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other Class Members, and in their best interests. Co-Lead Plaintiffs have agreed to settle and release the Released Plaintiffs' Claims pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Plaintiffs and the other Class Members will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

T. This Stipulation constitutes a compromise of all matters that are in dispute between the Parties, including the Class, relating to the claims asserted in the Action or which relate to the Transaction. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of, or an admission or concession on the part of any Defendant with respect to any claim or allegation of, any fault or liability or wrongdoing or damages whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Co-Lead Plaintiffs (individually and on behalf of the Class) and Defendants that, subject to the approval of the Court, for the good and valuable consideration set forth herein, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of Plaintiffs and the Class against Defendants shall be finally and fully settled, resolved, discharged, and dismissed with prejudice, and that the Released Plaintiffs' Claims shall be finally and fully settled, resolved, discharged, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully settled, resolved, discharged, and dismissed with prejudice against the Released Plaintiffs' Persons, in the manner set forth herein.

I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and the exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) "Action" means the stockholder class action in the matter titled *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162, pending in the District Court of Oklahoma County, State of Oklahoma, and includes all actions consolidated therein.

(b) "Appraisal Claims" means any perfected claim for appraisal under § 1091 of the Oklahoma General Corporation Act by any former Continental stockholders, including petitioners in the Appraisal Action.

(c) "Appraisal Action" means *FourWorld Deep Value Opportunities Fund I, et. al. v. Continental Resources, Inc.*, Case No. CJ-2023-47, District Court of Oklahoma County, State of Oklahoma.

(d) "Class" means the Class certified by the Court's Order dated July 15, 2024. Specifically, the Class consists of any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. ("Continental") who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them. Excluded from the Class are (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and (ii) any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest (the "Excluded Defendant Parties"). Also excluded from the Class are (i) the persons who excluded themselves from the Class pursuant to the Class Notice as set forth in the Affidavit of Jillian Schneider Regarding Mailing of the Notice filed on April 27, 2026; and (ii) if, and only if, the Court in its discretion requires an additional opportunity to request exclusion from the Class in connection with the Settlement, any additional persons or entities who request exclusion from the Class in connection with the Settlement (the "Excluded Opt-Out Parties," and together with the Excluded Defendant Parties, the "Excluded Parties").

(e) "Class Member" means a member of the Class.

(f) "Co-Lead Counsel" means Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP.

(g) "Defendants' Counsel" means Whitten Burrage and Vinson & Elkins LLP.

(h) "DTC" means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(i) "Effective Date" means the first date by which all of the events and conditions specified in paragraph 29 of this Stipulation have been met and have occurred or have been waived.

(j) "Eligible Class Members" means Class Members who held shares of Continental stock at the closing of the Transaction and therefore received or were entitled to receive the Transaction consideration. For the avoidance of doubt, Eligible Class Members (i) include Class Members that properly perfected a claim for appraisal of their Continental stock; and (ii) exclude all Excluded Parties.

(k) "Escrow Account" means the escrow account maintained by Co-Lead Counsel and into which the Settlement Amount shall be deposited.

(l) "Final," when referring to the Final Order (as defined below) or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Final Order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on *certiorari*, reconsideration, or otherwise, or (b) the date the Final Order is finally affirmed on an appeal, the expiration of the time to file an application for *certiorari*, reconsideration, reargument, or other form of review, or the denial of an application for *certiorari*, reconsideration, reargument, or other form of review, and, if *certiorari*, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes of determining the date on which the Final Order becomes Final and shall not otherwise prevent, limit or otherwise affect the Final Order, or prevent, limit, delay or hinder entry of the Final Order.

(m) "Final Order" means the final order, substantially in the form attached hereto as Exhibit E, to be entered by the Court finally approving the Settlement and dismissing the Action with prejudice.

(n) "Litigation Expenses" means any and all costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, and settling the Action, for which Plaintiffs' Counsel intend to apply to the Court for payment from the Settlement Fund.

(o) "Long Form Settlement Notice" means the Notice of Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit C, which is to be posted on the Website and mailed and/or emailed to Class Members upon request.

(p) "Net Settlement Fund" means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Court-awarded attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any Service Awards to Plaintiffs to be deducted solely from any fee award to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court.

(q) "Notice and Administration Costs" means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiffs' Counsel in connection with: (i) providing notices to the Class (including, but not limited to, the costs associated with the Class Notice, Short Form Settlement Notice, Long Form Settlement Notice, and Summary Settlement Notice); and (ii) administering the Settlement, including the costs, fees, and expenses incurred in connection with the Escrow Account.

(r) "Petition" means the Verified Consolidated Class Action Petition dated May 17, 2023.

(s) "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund set forth in the Long Form Settlement Notice.

(t) "Plaintiffs" means Co-Lead Plaintiffs as well as Kerry Panozzo and Walter Doggett.

(u) "Plaintiffs' Counsel" means Co-Lead Counsel; White & Weddle, PC; Fulmer Sill, PLLC; Klausner, Kaufman, Jensen & Levinson; Julie & Holleman LLP; and Foshee & Yaffe Law Firm.

(v) "Preliminary Approval Order" means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(w) "Released Claims" means, collectively, the Released Plaintiffs' Claims and the Released Defendants' Claims.

(x) "Released Defendants' Claims" means any and all claims and causes of action, theories of liability and recovery whatsoever kind and nature, accrued or unaccrued, including Unknown Claims, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action or that relate to the Transaction, excluding claims relating to the enforcement of the Settlement.

(y) "Released Defendants' Persons" means (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors, or assigns; and (ii) any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest.

(z) "Released Plaintiffs' Claims" means any and all claims and causes of action, theories of liability and recovery whatsoever kind and nature, accrued or unaccrued, including Unknown Claims, that Plaintiffs or any other Class Member (i) asserted in the Petition, or (ii) could have asserted in the Petition or in any other forum that are based on the same set of operative facts related to the Transaction as those set forth in the Petition and relate to the ownership of Continental common stock during the Class Period, excluding claims relating to the enforcement of the Settlement. The Released Plaintiffs' Claims shall not include Appraisal Claims. The effect, if any, of the receipt of payment from the Settlement Fund by any former stockholder pursuing appraisal of its shares of Continental stock in the Appraisal Action shall be determined in the Appraisal Action. Defendants enter into this provision of the Stipulation without prejudice to the Released Defendants' Persons' right to contest the ability of former Continental stockholders who failed to opt out of the Class from pursuing Appraisal Claims in the Appraisal Action.

(aa) "Released Plaintiffs' Persons" means Plaintiffs, Plaintiffs' Counsel, and the other Class Members, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors, or assigns; and any entity in which any Plaintiff, Plaintiffs' Counsel, or other Class Member has or had a direct or indirect controlling interest.

(bb) "Released Persons" means, collectively, the Released Plaintiffs' Persons and the Released Defendants' Persons.

(cc) "Releases" means the releases set forth in paragraphs 3-4 of this Stipulation.

(dd) "Settlement" means the resolution of the Action on the terms and conditions set forth in this Stipulation.

(ee) "Settlement Amount" means $60,000,000 (United States Dollars) in cash.

(ff) "Settlement Administrator" means A.B. Data, the firm retained by Co-Lead Counsel and approved by the Court in connection with Class Notice, subject to the continuing approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement Fund.

(gg) "Settlement Fund" means the Settlement Amount plus any and all interest earned thereon.

(hh) "Settlement Hearing" means the hearing to be set by the Court to consider, among other things, final approval of the Settlement.

(ii) "Short Form Settlement Notice" means the short form notice of the Settlement, substantially in the form attached hereto as Exhibit B, which is to be mailed and/or emailed to Class Members.

(jj) "Summary Settlement Notice" means the Summary Notice of Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit D, to be published as set forth in the Preliminary Approval Order.

(kk) "Taxes" means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by

Plaintiffs' Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(ll) "Unknown Claims" means any Released Plaintiffs' Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants' Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Final Order shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

(mm) "Website" means the website created specifically for the Action in connection with the Class Notice, www.ContinentalShareholderLitigation.com, on which the Long Form Settlement Notice, as well as other information related to the Settlement, will be posted.

II. RELEASE OF CLAIMS

2. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for under this Stipulation.

3. Pursuant to the Final Order, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons.

4. Pursuant to the Final Order, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons.

5. Notwithstanding paragraphs 3-4 above, nothing in the Final Order shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Final Order.

III. SETTLEMENT CONSIDERATION

6. In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the other Released Defendants' Persons, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account, as follows: (a) one-third of the Settlement Amount

($20,000,000) shall be paid into the Escrow Account no later than ten (10) business days after the later of (i) the date of execution of this Stipulation by the last required signatory; and (ii) Defendants' Counsel's receipt from Co-Lead Counsel of the information necessary to effectuate a transfer of funds to the Escrow Account by wire transfer, including wiring instructions that include the bank name, ABA routing number, account name, and account number ("Payment Instructions") and a signed Form W-9 reflecting a valid taxpayer identification number ("W-9") for the qualified settlement fund in which the Settlement Amount is to be deposited; and (b) the remainder of the Settlement Amount ($40,000,000 without interest and subject to deduction for any required withholding taxes) shall be paid into the Escrow Account no later than five (5) business days prior to the date of the Settlement Hearing. Co-Lead Counsel shall provide the Payment Instructions and W-9 to Defendants' Counsel upon execution of this Stipulation. Except for Defendants' obligation to make the payments called for by this paragraph and their obligation to provide the information called for by paragraph 22 below, neither Defendants nor Defendants' Counsel shall have any liability to Plaintiffs, Plaintiffs' Counsel, or the Class with respect to the Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent or Settlement Administrator.

7. In the event that Defendants fail to pay or fail to cause to be paid the full payment of the Settlement Amount by the time periods prescribed in paragraph 6 above, Plaintiffs' Counsel shall provide Defendants' Counsel written notice of such payment failure by noon CST the following business day. Defendants shall have three (3) business days (or a longer time period to the extent agreed to by the Parties in writing) to cure any such payment failure, including failures due to an administrative, clerical, or technical error in the transmission of payment. The Parties shall cooperate to rectify any administrative, clerical, or technical error in the transmission of

payment related to the Payment Instructions. If Defendants fail to cure such error within three (3) business days, Co-Lead Plaintiffs may seek an executable judgment compelling payment of the Settlement Amount or exercise their right under paragraph 32 below to terminate the Settlement.

IV. USE OF SETTLEMENT FUND

8. The Settlement Amount plus any and all interest earned thereon is referred to as the "Settlement Fund." The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any service awards to Plaintiffs to be deducted solely from any fee award to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Class Members pursuant to the proposed Plan of Allocation set forth in the Long Form Settlement Notice or such other plan of allocation approved by the Court.

9. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is

necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

10. The Parties agree that the Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible, with the assistance of the Settlement Administrator, for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Co-Lead Counsel shall also be responsible, with the assistance of the Settlement Administrator, for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund and of any withholding taxes required to be withheld on distributions from the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes or withholding taxes. Upon written request, Defendants will provide Co-Lead Counsel with the statement described in Treasury Regulation § 1.468B-3(e). Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), with the assistance of the Settlement Administrator, shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

11. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Co-Lead Counsel, with the assistance of the Settlement Administrator, and

without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

12. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the other Released Defendants' Persons, Defendants' insurance carriers, and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Class Members to deposit settlement funds distributed by the Settlement Administrator.

13. Prior to the Effective Date of the Settlement, Co-Lead Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable, up to $500,000. Additional Notice and Administration Costs may be paid prior to the Effective Date of the Settlement upon order of the Court. After the Effective Date of the Settlement, Co-Lead Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Notice and Administration Costs shall include, without limitation, the actual costs of printing and mailing the Class Notice, Short Form Settlement Notice, and Long Form Settlement Notice; developing and updating the Website and posting the Long Form Settlement Notice; publishing the Summary Settlement Notice; reimbursements to nominee owners for searching and providing the names/addresses of Class Members for noticing or forwarding the Class Notice and Short Form Settlement Notice directly to their beneficial owners; the administrative expenses incurred and fees charged by the Settlement

Administrator in connection with providing notice and administering the Settlement; and the fees, if any, of the Escrow Agent. If the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

14. In connection with the Settlement, Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses (the "Fee and Expense Award") to be paid solely from (and out of) the Settlement Fund. In connection with Plaintiffs' Counsel's application for a Fee and Expense Award, Plaintiffs may petition the Court for service awards (the "Service Awards") to be paid solely from any Fee and Expense Award to Plaintiffs' Counsel. Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Service Awards, is not the subject of any agreement among the Parties other than what is set forth in this Stipulation. Defendants do not take any position on the Fee and Expense Award.

15. The Fee and Expense Award shall be paid to Plaintiffs' Counsel, and any Service Awards approved by the Court shall be paid to Plaintiffs, from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's and Plaintiffs' obligation to make appropriate refunds or repayments to the Settlement Fund if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award or any Service Awards are reduced or reversed and such order reducing or reversing the award has become Final. Plaintiffs' Counsel and Plaintiffs shall make the appropriate refund or

repayment in full no later than thirty (30) calendar days after: (i) receiving from Defendants' Counsel notice of the termination of the Settlement; or (ii) any order reducing or reversing the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. In the event that the Court does not award attorneys' fees or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiffs' Counsel or is otherwise unsatisfactory to Plaintiffs' Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect. Neither Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

16. Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in their discretion, believes reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. Defendants shall have no responsibility for or liability whatsoever with respect to the allocation or award of the Fee and Expense Award, if any, to Plaintiffs' Counsel. Defendants shall not cause or encourage objections to be made to the request Plaintiffs or Plaintiffs' Counsel request for a Fee and Expense Award.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

17. Within five (5) business days after execution of this Stipulation, Co-Lead Plaintiffs will move for preliminary approval of the Settlement, authorization to provide notice of the Settlement to the Class, and the scheduling of a Settlement Hearing for consideration of final approval of the Settlement. Concurrently with the motion for preliminary approval, Co-Lead Plaintiffs shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary

Approval Order, substantially in the form attached hereto as Exhibit A. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Preliminary Approval Order. If the Court changes the date and time of the Settlement Hearing set in the Preliminary Approval Order, Co-Lead Counsel shall ensure that notice of that change is promptly posted to the Website.

18. In connection with the motion for preliminary approval of the Settlement, the Parties agree to request that the Court not extend the April 23, 2026 opt-out deadline under the Class Notice or otherwise permit a second opportunity for Class Members to request exclusion from the Class.

19. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Final Order, substantially in the form attached hereto as Exhibit E. The Parties shall take all reasonable and appropriate steps to obtain entry of the Final Order.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

20. As part of the Preliminary Approval Order, Co-Lead Counsel shall seek reappointment of A.B. Data as the Settlement Administrator. A.B. Data was previously approved by the Court to serve as the administrator in connection with the dissemination of Class Notice. Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

21. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Co-Lead Counsel shall cause the Settlement Administrator to mail and/or email the Short Form Settlement Notice to those Class Members as may be identified through reasonable effort, including those previously identified in connection with Class Notice. Co-Lead Counsel shall also cause the Settlement Administrator to post the Long Form Settlement Notice on the

Website and cause the Settlement Administrator to have the Summary Settlement Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

22. For purposes of distributing the Net Settlement Fund to Eligible Class Members and not to Excluded Parties, no later than ten (10) business days after the date of execution of this Stipulation, Defendants, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall use reasonable best efforts to cause to be provided to the Settlement Administrator or Plaintiffs' Counsel in an electronically searchable form, such as Excel:

(a) the allocation report generated by the DTC (the "Allocation Report"), setting forth (i) each DTC participant ("DTC Participant") that held shares of Continental common stock as of the closing of the Transaction; (ii) the number of shares of Continental common stock held by each DTC Participant as of the closing of the Transaction; and (ii) the "DTC Number" of each such DTC Participant;

(b) a list of the Excluded Defendant Parties, and for each of the identified Excluded Defendant Parties: (i) the number of shares of Continental common stock owned by the Excluded Defendant Party as of the closing of the Transaction (the "Excluded Shares"); (ii) the number of "registered" or "record owned" Excluded Shares held by the Excluded Defendant Party and the number of "beneficially owned" Excluded Shares held by the Excluded Defendant Party via a financial institution on behalf of the Excluded Defendant Party; and (iii) for each of the "beneficially owned" Excluded Shares, the name and "DTC Number" of the financial institution where the Excluded Shares were held and the Excluded Defendant Party's account number at such financial institution where the Excluded Shares were held. At the request of Co-Lead Counsel, Defendants will use reasonable best efforts to provide such additional information or documentation as may be required to distribute the Net Settlement Fund to Eligible Class Members and not to Excluded Parties.

23. No later than two (2) business days after the date of execution of this Stipulation, a senior lawyer from each of the Defendants' Counsel firms shall participate in a meet-and-confer with Plaintiffs' Counsel to discuss the expectations regarding the delivery of the information required under paragraph 22 above and to address any potential issues regarding the delivery of such information.

24. No Excluded Parties shall have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

25. The Net Settlement Fund shall be distributed to Eligible Class Members in accordance with the proposed Plan of Allocation set forth in the Long Form Settlement Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Long Form Settlement Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Co-Lead Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of

the Court-approved plan of allocation, except with respect to the delivery of the information required under paragraph 22 above.

26. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award, including any Service Awards to Plaintiffs to be solely paid from any Fee and Expense Award, have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "Class Distribution Order"). At such time that Co-Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to Eligible Class Members, Co-Lead Counsel shall apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order. Subject to the approval of the Court under the Plan of Allocation and the Class Distribution Order, any residual amounts remaining in the Net Settlement Fund may be redistributed to identified Class Members; provided, however, that if redistribution is uneconomic, the residual funds may be contributed to one or more non-sectarian, not-for-profit, 501(c)(3) organizations to be selected by Co-Lead Counsel and approved by the Court.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Defendants, and the other Released Defendants' Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any payment from the Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares of Continental common stock; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; the payment

or deduction of any required withholding taxes; or any losses incurred in connection with any of the foregoing.

28. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

VIII. CONDITIONS OF SETTLEMENT

29. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver in writing by the Parties of all of the following conditions, which the Parties shall use their respective best efforts to achieve:

(a) the full amount of the Settlement Amount has been paid into the Escrow Account accordance with paragraph 6 above;

(b) the Court has entered the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Co-Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, and entered the Final Order, substantially in the form attached hereto as Exhibit E, finally approving the Settlement and dismissing the Action with prejudice; and

(f) the Final Order has become Final.

30. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants or their respective insurance carriers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

IX. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

31. Co-Lead Plaintiffs (provided Co-Lead Plaintiffs unanimously agree amongst themselves) and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties within thirty (30) calendar days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect and such final refusal decision having become Final; (b) the Court's final refusal to approve the Settlement or any material part thereof and such final refusal decision has become Final; (iii) the Court's final refusal to enter the Final Order in any material respect as to the Settlement and such final refusal decision having become Final; or (iv) the date upon which an order modifying or reversing the Final Order in any material respect becomes Final. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiffs' Counsel for a Fee and Expense Award, including any application by Plaintiffs for Service Awards, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Final Order, and shall not be grounds for termination of the Settlement.

32. In addition to the grounds set forth in paragraph 31 above, Co-Lead Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with paragraph 6 above.

33. In the event the Court extends the April 23, 2026 opt-out deadline under the Class Notice or otherwise orders a second opportunity for Class Members to request exclusion from the Class in connection with the Settlement, Defendants shall each have the right to terminate the

Settlement in the event that the total number of persons and entities who validly request exclusion from the Class in connection with the Settlement meet the conditions set forth in the Parties' confidential supplemental agreement (the "Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Settlement Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between the Parties concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court *in camera* and request that the Court afford it confidential treatment. Notwithstanding the foregoing, in the event that the Court requires disclosure to the Class of the Supplemental Agreement in whole or in part, the Parties will comply and will not void the Settlement on that basis. In the event that the Court does not extend the April 23, 2026 opt-out deadline under the Class Notice or does not otherwise provide a second opportunity for Class Members to exclude themselves from the Class in connection with the Settlement, Defendants will have no right to terminate the Settlement pursuant to this paragraph.

34. If (i) Co-Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' execution of the Term Sheet on April 14, 2026;

(c) The terms and provisions of this Stipulation, with the exception of this paragraph and paragraphs 13, 15, 35, and 58 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Final Order or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within thirty (30) calendar days after joint written notification of termination is sent by Defendants' Counsel and Co-Lead Counsel to the Escrow Agent, the Settlement Fund (after giving effect to any change in value as a result of the investment of the Settlement Fund and including any funds received by Plaintiffs' Counsel consistent with paragraph 15 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants to Co-Lead Counsel). In the event that the funds received by Plaintiffs' Counsel or Plaintiffs consistent with paragraph 15 above have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants to Co-Lead Counsel) immediately upon their deposit into the Escrow Account consistent with paragraph 15 above.

X. NO ADMISSION OF WRONGDOING

35. Neither this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be

approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Petitions would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

XI. MISCELLANEOUS PROVISIONS

36. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of this Stipulation shall prevail.

37. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

38. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Final Order entered in favor of

Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Final Order shall be null and void, and Plaintiffs and Defendants shall be restored to their respective positions in the litigation as provided in paragraph 34 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in paragraph 34 above.

39. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against Defendants with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel and Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

40. While retaining their right to deny that the Claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiffs and their counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action,

and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

41. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Parties (or their successors-in-interest).

42. The headings herein are used for the purpose of convenience only and are not meant to have legal effect. The use of the word "including" herein shall mean "including without limitation."

43. If any deadline set forth in this Stipulation or the exhibits hereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

44. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

45. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Eligible Class Members.

46. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of such breach by any other Party or a waiver by the waiving Party of any other prior or subsequent breach of this Stipulation.

47. This Stipulation and its exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its exhibits. Each Party acknowledges that no

other agreements, representations, warranties, or inducements have been made by or on behalf of any Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

48. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, DocuSign, or by a .pdf/.tiff image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

49. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiffs' Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

50. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Oklahoma without regard to conflicts of laws.

51. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court to the extent the Court has jurisdiction over the claims and parties to such action or proceedings.

52. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties

and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

53. All counsel and all other persons executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

54. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including using their respective best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

55. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiffs or Plaintiffs' Counsel:

Kessler Topaz Meltzer & Check, LLP
Attn: Grant Goodhart
280 King of Prussia Road
Radnor, PA 19087
Telephone: (484) 270-1405
Email: ggoodhart@ktmc.com

Bernstein Litowitz Berger & Grossmann LLP
Attn: Greg Varallo
500 Delaware Ave.
Suite 901
Wilmington, DE 19801
Telephone: (302) 364-3601
Email: greg.varallo@blbglaw.com

If to Defendants:

Whitten Burrage
Attn: Michael Burrage

512 North Broadway Ave.
Suite 300
Oklahoma City, Oklahoma 73102
Telephone: 866-491-8405
Email: mburrage@whittenburragelaw.com

Vinson& Elkins LLP
Attn: Michael C. Holmes
Trammell Crow Center
2001 Ross Ave.
Suite 3900
Dallas, Texas 75201
Telephone: 214-220-7700
Email: mholmes@velaw.com

56. Except as otherwise provided herein, each Party shall bear its own costs.

57. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement.

58. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, drafts, and proceedings in connection with the preparation and execution of this Stipulation confidential.

59. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of June 18, 2026.

[Signatures Beginning on Next Page]

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EXHIBIT A

EXHIBIT A

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE CONTINENTAL RESOURCES, INC. SHAREHOLDER LITIGATION	Case No. CJ-2022-4162

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE OF SETTLEMENT

WHEREAS, a consolidated stockholder class action is pending in this Court captioned *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162 (the "Action");

WHEREAS, by Order dated July 15, 2024, this Court certified the Action to proceed as a class action on behalf of any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. ("Continental") who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them ("Class").[1] The Court also appointed Plaintiffs Ralph Donald Turlington and Pembroke Pines Firefighters & Police Officers Pension Fund (together, "Co-Lead Plaintiffs") as Class Representatives for the Class, and appointed Bernstein Litowitz Berger & Grossmann LLP

[1] Excluded from the Class are (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and (ii) any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest (the "Excluded Defendant Parties"). Also excluded from the Class are the persons who excluded themselves from the Class pursuant to the Class Notice as set forth in the Affidavit of Jillian Schneider Regarding Mailing of the Notice filed on April 27, 2026.

and Kessler Topaz Meltzer & Check, LLP (together, "Co-Lead Counsel") as Class Counsel for the Class;

WHEREAS, by Order dated February 27, 2026, the Court (a) approved the proposed form and content of the Class Notice to be disseminated to the Class Members to notify them of, among other things (i) the Action pending against Defendants; (ii) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (iii) Class Members' right to request to be excluded from the Class by April 23, 2026, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion; and (b) approved the method of dissemination of the Class Notice;

WHEREAS, in connection with the Class Notice, the Short Form Notice was disseminated beginning on March 9, 2026 to all potential Class Members who could be identified through reasonable effort, resulting in the mailing or emailing of 54,683 copies of the Short Form Notice, and two requests for exclusion from the Class were received by April 23, 2026.

WHEREAS, Co-Lead Plaintiffs, on behalf of themselves and the Class, and Defendants (together with Co-Lead Plaintiffs, the "Parties") have determined to settle all claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation and Agreement of Settlement, Compromise, and Release dated June 18, 2026 (the "Stipulation"), subject to the approval of this Court (the "Settlement");

WHEREAS, in accordance with the Stipulation, Co-Lead Plaintiffs have made a motion for an order preliminarily approving the Settlement in accordance with the Stipulation and authorizing notice of the Settlement to Class Members as more fully described herein; and

WHEREAS, the Court has read and considered: (a) Co-Lead Plaintiffs' motion for preliminary approval of the Settlement and authorization to disseminate notice of the Settlement to the Class, and the papers filed and arguments made in connection therewith; and (b) the Stipulation and the exhibits attached thereto.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Class Members.

3. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation, as being fair, reasonable, and adequate to the Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

4. **Settlement Hearing:** The Court will hold a hearing (the "Settlement Hearing") on ________________, 2026, at __:__ _.m., in Courtroom ___ of the Oklahoma County Courthouse, 321 Park Avenue, Rm. 325, Oklahoma City, OK 73102, 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 to the Class, and should be finally approved by the Court; (b) to determine whether the Final Order substantially in the form attached as Exhibit E to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether and in what amount any award of attorneys' fees and payment of Litigation Expenses to Plaintiffs' Counsel ("Fee and Expense Award"), including any service awards to Plaintiffs ("Service Awards") to be deducted solely from

any Fee and Expense Award, should be paid out of the Settlement Fund; (e) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Service Awards (the "Fee and Expense Application"); and (f) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Class Members as set forth in paragraph 6 of this Order.

5. The Court may adjourn the Settlement Hearing without further mailed notice to the Class, and may approve the proposed Settlement at or after the Settlement Hearing with such modifications as the Parties may agree to, if appropriate, without further mailed notice to the Class. The Court may decide to hold the Settlement Hearing by telephone or video conference without further mailed notice to the Class. If the Court orders that the Settlement Hearing be conducted telephonically or by video conference, Co-Lead Counsel shall ensure any updates posted on the case website. Any Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the case website for any change in date, time, or format of the hearing.

6. **Retention of Settlement Administrator and Manner of Giving Notice:** Co-Lead Counsel are hereby authorized to retain A.B. Data, Ltd. ("A.B. Data" or the "Settlement Administrator"), the administrator previously approved by the Court to administer the dissemination of Class Notice, to provide notice of the Settlement to Class Members and to administer the Settlement. Notice of the Settlement and the Settlement Hearing shall be provided as follows:

(a) no later than ten (10) business days after the date of entry of this Order (such date that is ten (10) business days after the date of entry of this Order, the "Notice Date"), the Settlement Administrator shall cause a copy of the Short Form Settlement Notice, substantially in the form attached to the Stipulation as Exhibit B, to be mailed and/or emailed to potential Class Members who were previously sent a copy of the Short Form Notice in connection with the Class Notice, and to the brokerage firms, banks, institutions, and other third party nominees ("Nominees") that hold securities on behalf of the beneficial owners whose securities are held in "street name" identified in the Settlement Administrator's database (the "Record Holder Mailing Database");

(b) no later than the Notice Date, the Settlement Administrator shall cause a copy of the Long Form Settlement Notice, substantially in the form attached to the Stipulation as Exhibit C, to be posted on the case website, www.ContinentalShareholderLitigation.com. In addition, the Settlement Administrator will mail a copy of the Long Form Settlement Notice to any person who makes such a request;

(c) no later than ten (10) business days after the Notice Date, the Settlement Administrator shall cause the Summary Settlement Notice, substantially in the form attached to the Stipulation as Exhibit D, to be published once in *Investor's Business Daily* and to be transmitted once over *PR Newswire*; and

(d) no later than seven (7) calendar days prior to the Settlement Hearing, Co-Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing, posting, and publication.

7. **Approval of Form and Content of Notice:** The Court (a) approves, as to form and content, the Short Form Settlement Notice, Long Form Settlement Notice, and Summary Settlement Notice, attached to the Stipulation as Exhibits B, C, and D, respectively, and (b) finds that the mailing, distribution, and/or posting of the Short Form Settlement Notice and Long Form Settlement Notice and the publication of the Summary Settlement Notice in the manner and form set forth in paragraph 6 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the effect of the proposed Settlement (including the Releases to be provided thereunder), of Plaintiffs' Counsel's Fee and Expense Application, of their right to object to the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's Fee and Expense Application, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Section 2023(E)(1), the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Short Form Settlement Notice, Long Form Settlement Notice, and Summary Settlement Notice before they are mailed and published, respectively.

8. **Nominees Procedures:** In the previously disseminated Class Notice, Nominees were advised that, if they held or owned shares of Continental common stock at any time from October 17, 2022, through and including November 22, 2022 for the beneficial interest of persons or entities other than themselves, they must either: (a) within seven (7) calendar days of receipt of the Short Form Notice, request from A.B. Data sufficient copies of the Short Form Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Short Form Notices forward them to all such beneficial owners; (b) within seven (7) calendar days of

receipt of the Short Form Notice, request from A.B. Data the electronic Short Form Notice and within seven (7) calendar days of receipt of the electronic Short Form Notice, forward it by email to all such beneficial owners; or (c) within seven (7) calendar days of receipt of the Short Form Notice, provide a list of the names, addresses, and email addresses, if available, of all such beneficial owners to A.B. Data.

(a) For Nominees who chose the first option (*i.e.*, elected to forward the Short Form Notice directly to beneficial owners), A.B. Data shall forward the same number of Short Form Settlement Notices to such Nominees, and the Nominees shall, within seven (7) calendar days of receipt of those Short Form Settlement Notices, forward them to their beneficial owners;

(b) For Nominees who chose the second option (*i.e.*, elected to forward the electronic Short Form Notices by email to beneficial owners), A.B. Data shall email the electronic Short Form Settlement Notice to such Nominees, and the Nominees shall, within seven (7) calendar days of receipt of the electronic Short Form Settlement Notice, forward the electronic Short Form Settlement Notice to their beneficial owners;

(c) For Nominees who chose the third option (*i.e.*, provided a list of the names, addresses, and email addresses, if available, to A.B. Data), A.B. Data shall promptly mail or email a Short Form Settlement Notice to each of the beneficial owners whose names and addresses the Nominee previously supplied. Unless the Nominee held or owned shares of Continental common stock at any time from October 17, 2022, through and including November 22, 2022 for beneficial owners whose names and addresses were not previously provided to A.B. Data, or is aware of name and address changes for these beneficial owners, these Nominees need not take any further action;

(d) For Nominees who held or owned shares of Continental common stock at any time from October 17, 2022, through and including November 22, 2022 for beneficial owners whose names and addresses were not previously provided to A.B. Data, or if a Nominee is aware of name and address changes for beneficial owners whose names and addresses were previously provided to A.B. Data, such Nominees shall, within seven (7) calendar days of receipt of the Short Form Settlement Notice, (i) provide a list of the names, addresses, and email addresses, if available, of all such beneficial owners to A.B. Data; (ii) request from A.B. Data sufficient copies of the Short Form Settlement Notice to forward to all such beneficial owners, which the Nominee shall, within seven (7) calendar days of receipt of the Short Form Settlement Notice from A.B. Data, forward to the beneficial owners; or (iii) request from A.B. Data the electronic Short Form Settlement Notice to forward to all such beneficial owners, which the Nominee shall, within seven (7) calendar days of receipt of the Short Form Settlement Notice from A.B. Data, email to the beneficial owners;

(e) Nominees and their agents shall forward the Short Form Settlement Notice to (or identify names, mailing addresses, and email addresses of) *all* beneficial owners who held or owned shares of Continental common stock at any time from October 17, 2022, through and including November 22, 2022, regardless of whether or not those beneficial owners have enrolled in a claim-filing program with their broker or financial institution; and

(f) Upon full and timely compliance with this Order, nominees may seek reimbursement of reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed $0.03 plus postage at the current pre-sort rate used by the Settlement Administrator for each Short Form Settlement Notice actually mailed; $0.03 per Short Form Settlement Notice sent via email; or $0.03 per name, address, and email address (to the extent available) provided to the Settlement Administrator, which expenses would not have been incurred except for the sending of such notice, and subject to further order of the Court with respect to any dispute concerning such reimbursement.

9. Nominees that hold securities in their name on behalf of a beneficial owner are hereby ordered to provide information deemed necessary by the Settlement Administrator to assist Eligible Class Members in connection with determining their entitlement to the Net Settlement Fund and to distribute the Net Settlement Fund consistent with the terms of the proposed Plan of Allocation (or such other plan of allocation approved by the Court).

10. **Stockholder Information:** No later than ten (10) business days after the date of execution of the Stipulation, Defendants, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall use reasonable best efforts to cause to be provided to the Settlement Administrator or Plaintiffs' Counsel in an electronically searchable form, such as Excel: (a) the allocation report generated by the DTC (the "Allocation Report"), setting forth (i) each DTC participant ("DTC Participant") that held shares of Continental common stock as of the closing of the Transaction; (ii) the number of shares of Continental common stock held by each DTC Participant as of the closing of the Transaction; and (ii) the "DTC Number" of each such DTC Participant; and (b) a list of the Excluded Defendant Parties, and for each of the identified Excluded Defendant Parties: (i) the number of shares of Continental common stock owned by the Excluded Defendant Party as of the closing of the Transaction (the "Excluded

Shares"); (ii) the number of "registered" or "record owned" Excluded Shares held by the Excluded Defendant Party and the number of "beneficially owned" Excluded Shares held by the Excluded Defendant Party via a financial institution on behalf of the Excluded Defendant Party; and (iii) for each of the "beneficially owned" Excluded Shares, the name and "DTC Number" of the financial institution where the Excluded Shares were held and the Excluded Defendant Party's account number at such financial institution where the Excluded Shares were held. At the request of Co-Lead Counsel, Defendants shall use reasonable best efforts to provide such additional information or documentation as may be required to distribute the Net Settlement Fund to Eligible Class Members and not to Excluded Parties.

11. **No Second Opportunity to Request Exclusion From the Class**: In light of the extensive notice program undertaken in connection with class certification and the ample opportunity provided to Class Members to request exclusion from the Class at that time, as well as the notification they received that there may not be a second opportunity to opt out, the Court is exercising its discretion not to allow a second opportunity for Class Members to exclude themselves from the Class in connection with the Settlement proceedings.

12. **Appearance at Settlement Hearing and Objections**: Any Class Member may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Court and delivering a notice of appearance to Co-Lead Counsel and Defendants' Counsel, at the addresses set forth in paragraph 13 below, such that it is received no later than fifteen (15) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Co-Lead Counsel, and shall be deemed to have waived and forfeited any and all rights he, she, or it may otherwise have to appear separately at the Settlement Hearing.

13. Any Class Member may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's Fee and Expense Application; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's Fee and Expense Application unless that person or entity has filed a written objection with the Court, and served copies of such objection on Co-Lead Counsel and Defendants' Counsel at the addresses set forth below (either by U.S. mail or email), such that they are received no later than fifteen (15) calendar days prior to the Settlement Hearing.

Co-Lead Counsel	**Defendants' Counsel**
Grant Goodhart KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087 info@ktmc.com	Michael Burrage WHITTEN BURRAGE 512 North Broadway Ave. Suite 300 Oklahoma City, Oklahoma 73102 mburrage@whittenburragelaw.com
Greg Varallo BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP 500 Delaware Ave. Suite 901 Wilmington, DE 19801 settlements@blbglaw.com	Michael C. Holmes VINSON& ELKINS LLP Trammell Crow Center 2001 Ross Ave. Suite 3900 Dallas, Texas 75201 mholmes@velaw.com

14. Any objections must: (a) state the name of this proceeding, "*In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162"; (b) include the objector's name, current mailing address, email address (if applicable), and telephone number and, if represented by counsel, the name, mailing address, email address, and telephone number of the objector's counsel; (c) be signed by the objector; (d) include a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and every objection; and (e) include documentary evidence sufficient to prove that the objector is a

member of the Class. Co-Lead Counsel are authorized to request from any Objector additional information or documentation sufficient to prove that the objector is a member of the Class.

15. Any Class Member that files a timely written objection with the Court may request to speak at the Settlement Hearing, at his, her, their, or its own expense, individually or through counsel of his, her, their, or its choice, by including this request in the timely written objection. Any such request to speak at the Settlement Hearing may be granted or denied by the Court in the exercise of its discretion. If a Class Member who files a timely written objection wishes to hire an attorney to represent him, her, them, or it in making the written objection or in appearing at the Settlement Hearing, that will be at his, her, their, or its own expense and that attorney must file a notice of appearance with the Court and serve it on Co-Lead Counsel and Defendants' Counsel at the addresses set forth in Paragraph 13 above so that it is received no later than fifteen (15) calendar days prior to the Settlement Hearing. Objectors who desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

16. Unless the Court orders otherwise, any Class Member who or which does not make his, her, or its objection in the manner provided herein shall: (a) be deemed to have waived and forfeited his, her, or its right to object to any aspect of the Settlement, the Plan of Allocation, or the Fee and Expense Application; (b) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Final Order to be entered approving the Settlement, the Plan of Allocation, or the Fee and Expense Application; and (c) be deemed to have waived and to be forever barred and foreclosed from being heard, in this or any other

proceeding, with respect to any matters concerning the Settlement, the Plan of Allocation, or the Fee and Expense Application.

17. **Stay and Temporary Injunction:** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs and each of the other Class Members from commencing or prosecuting any and all Released Plaintiffs' Claims against any of the Released Defendants' Persons.

18. **Settlement Fund:** The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

19. **Notice and Administration Costs:** All Notice and Administration Costs shall be paid in accordance with the terms of the Stipulation without further order of the Court.

20. **Taxes:** Co-Lead Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

21. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order shall be without prejudice to the rights of the Parties or the Class;

and Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' execution of the Term Sheet on April 14, 2026.

22. **Supporting Papers:** Plaintiffs' Counsel shall file and serve the opening papers in support of the Settlement, the Plan of Allocation, and the Fee and Expense Application no later than forty-five (45) calendar days prior to the Settlement Hearing. Any objections to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application shall be filed and served no later than fifteen (15) calendar days prior to the Settlement Hearing. If reply papers are necessary, they are to be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

23. **Retention of Jurisdiction:** The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

24. **Extension of Deadlines:** The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to the Class.

SO ORDERED this _______ day of ______________, 2026.

____
The Honorable Richard C. Ogden
Judge of the District Court

EXHIBIT B

Exhibit B

THIS NOTICE PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.
Please visit www.ContinentalShareholderLitigation.com for more information.

The parties in the stockholder class action, *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162 (the "Action"), pending in the District Court of Oklahoma County, State of Oklahoma (the "Court"), have reached a proposed settlement resolving all claims in the Action (the "Settlement"). In the Action, Co-Lead Plaintiffs Ralph Donald Turlington and Pembroke Pines Firefighters & Police Officers Pension Fund allege, among other things, that Defendants Harold Hamm and Bill Berry and certain Former Defendants breached their fiduciary duties in connection with the November 2022 transaction whereby the former minority shareholders of Continental Resources, Inc. ("Continental") were bought out by Hamm and his affiliates for $74.28 per share (the "Transaction"). You received this notice because you may be a member of the following certified Class: Any former record holders and all beneficial owners of the common stock of Continental who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them.

Pursuant to the Settlement, Defendants have agreed to pay **$60,000,000** in cash (the "Settlement Amount") in exchange for the release of all claims asserted in the Action and related claims. The Settlement Amount, plus interest, less any Court-awarded fees and expenses, notice and administration costs, and taxes (the "Net Settlement Fund"), will be allocated among Class Members who held shares of Continental stock at the closing of the Transaction and therefore received or were entitled to receive the Transaction consideration ("Eligible Class Members"). **For additional information regarding the Settlement, please review the full Settlement Notice available at www.ContinentalShareholderLitigation.com.** Pursuant to the proposed Plan of Allocation set forth in the Settlement Notice, each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of shares of Continental common stock held as of the closing of the Transaction, excluding shares held by Excluded Persons ("Eligible Shares"); and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares held by all Eligible Class Members. **As explained in further detail in the Notice, Eligible Class Members do not have to submit a claim form to receive a payment from the Net Settlement Fund.**

If you want to object to any aspect of the Settlement, you must file an objection by **[________], 2026,** in accordance with the instructions set forth in the Settlement Notice. Class Members were previously provided the opportunity to request exclusion from the Class in connection with class certification, and there will not be a second opportunity to request exclusion in connection with the Settlement.

The Court will hold a hearing on **[________], 2026, at [__:__] [_].m.**, to consider, among other things, whether to approve the Settlement and a request by the lawyers representing the Class for up to 33.33% of the Settlement Fund in attorneys' fees, plus expenses of no more than $6,000,000. You may attend the hearing and ask to be heard by the Court, but you do not have to. **Call 877-507-0919 or email info@ContinentalShareholderLitigation.com with any questions.**

Continental Shareholder Litigation
c/o A.B. Data Ltd.
P.O. Box 170500
Milwaukee, WI 53217

COURT-ORDERED LEGAL NOTICE

In re Continental Resources, Inc. Shareholder Litigation,
Case No. CJ-2022-4162

Your legal rights may be affected by this shareholder class action. You may be eligible for a cash payment from the Settlement. Please read this notice carefully.

For more information, please visit www.ContinentalShareholderLitigation.com or call 877-507-0919.

[ADD QR CODE HERE]

EXHIBIT C

EXHIBIT C

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE CONTINENTAL RESOURCES, INC. SHAREHOLDER LITIGATION	Case No. CJ-2022-4162

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF STOCKHOLDER CLASS ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR

The District Court of Oklahoma County, State of Oklahoma authorized this Notice. This is not a solicitation from a lawyer.

TO: Any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. ("Continental") who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them (excluding Defendants, Former Defendants, and their immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest) (the "Class").[1]

NOTICE OF SETTLEMENT: Please be advised that Plaintiffs Ralph Donald Turlington and Pembroke Pines Firefighters & Police Officers Pension Fund ("Co-Lead Plaintiffs"), on behalf of themselves and the Court-certified Class, and Defendants Harold Hamm ("Hamm") and Bill Berry ("Berry, and together with Hamm, "Defendants") (Plaintiffs and Defendants, together, the "Parties") have reached a proposed settlement of the Action for **$60,000,000** in cash (the "Settlement"). The proposed Settlement, if approved by the Court, will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the Class ("Class Members," and each, a "Class Member") will be affected by the Settlement. The following table provides a brief summary of the rights you

[1] Capitalized terms not otherwise defined herein shall have the same meaning as in the Stipulation and Agreement of Settlement, Compromise, and Release dated June 18, 2026 ("Stipulation"). The Stipulation can be viewed at www.ContinentalShareholderLitigation.com.

have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.	If you are a Class Member, you **may** be eligible to receive a *pro rata* distribution from the Settlement proceeds. Eligible Class Members (as defined in paragraph 33 below) **do not** need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible for a distribution from the Settlement, it will be paid to you directly. *See* paragraphs 29-36 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN [__________], 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses, including Plaintiffs' application for service awards, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON [________], 2026, AT [__:__] [_].M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS *RECEIVED* NO LATER THAN [__________], 2026.	Filing a written objection and notice of intention to appear that is received by [__________], 2026 allows you to speak in Court, at the discretion of the Court, about your objection. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

WHAT THIS NOTICE CONTAINS

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement of the Action. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Counsel for an award of attorneys' fees and Litigation Expenses, including Plaintiffs' application for service awards (the "Settlement Hearing"). *See* paragraphs 44-45 below for details about the Settlement Hearing, including the date and time of the hearing.

2. The Court directed that this Notice be disseminated to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the proposed Settlement generally affects your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members (*see* paragraphs 29-36 below) will be made after any appeals are resolved.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN

EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. On April 17, 2023, the Court entered an Order which, among other things, consolidated various actions asserted against the Defendants under the caption *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162 (the "Action"); appointed Pembroke and Turlington as interim Co-Lead Plaintiffs in the Action; and appointed the law firms of Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP as interim co-lead counsel in the Action ("Co-Lead Counsel").

5. On May 17, 2023, Co-Lead Plaintiffs filed the Verified Consolidated Class Action Petition (the "Petition"). In the Petition, Co-Lead Plaintiffs alleged that Defendants and Former Defendants[2] breached their fiduciary duties in connection with the November 2022 transaction whereby the former minority shareholders of Continental Resources, Inc. ("Continental") were bought out by Hamm and his affiliates for $74.28 per share (the "Transaction"). Co-Lead Plaintiffs alleged that: (i) Hamm and his affiliates caused the Class to be cashed out of their Continental shares for inadequate consideration after an unfair process; (ii) Hamm and his affiliates breached their fiduciary duties by engaging in insider trading prior to publicly announcing his offer to take Continental private; (iii) Berry, McNabb, and Monroe breached their fiduciary duties by approving the Transaction; and (iv) McCain and Taylor breached their fiduciary duties by recommending that Continental's Board of Directors approve the Transaction.

6. Co-Lead Plaintiffs and Co-Lead Counsel prosecuted the Action for nearly three years. On June 20, 2023, Defendants filed their partial motion to dismiss the Petition under seal. After full briefing and a hearing, on October 3, 2023, the Court denied Defendants' motion to dismiss.

7. Plaintiffs served initial discovery requests on November 14, 2023. Over the course of approximately two years, the Parties engaged in extensive factual discovery, which included Co-Lead Counsel reviewing 150,153 documents and taking or defending over 40 depositions.

8. The Court appointed a Special Master, former Oklahoma District Court Judge William Hetherington, to hear and resolve discovery disputes as they arose during the litigation of the Action. Between June 28, 2024 and October 30, 2025, Judge Hetherington heard and resolved eight such disputes.

9. On July 15, 2024, the Court entered an Order certifying the Class as defined in paragraph 23 below; appointing Co-Lead Plaintiffs as Class Representatives for the Class; and appointing Co-Lead Counsel as Class Counsel.

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[2] The "Former Defendants" are Shelly Lambertz ("Lambertz"), John T. McNabb II ("McNabb"), Mark E. Monroe ("Monroe"), Ellis "Lon" McCain ("McCain"), Timothy G. Taylor ("Taylor"), and several trusts affiliated with the Hamm family.

10. On September 16, 2025, the Parties exchanged opening expert reports. On October 31, 2025, the Parties exchanged rebuttal expert reports. Between November 19, 2025 and January 9, 2026, the parties took and defended nine depositions of each other's experts.

11. On September 30, 2025, Hamm and his affiliates moved for partial summary judgment to dismiss the insider trading count, and Former Defendants McCain and Taylor moved for summary judgment to be dismissed from the Action. After briefing and argument, on December 16, 2025, the Court granted Former Defendants McCain and Taylor's motion for summary judgment, dismissing them from the Action. The Court granted in part and denied in part Hamm's motion for summary judgment on the insider trading count.

12. On February 27, 2026, the Court entered an Order (the "Class Notice Order") that, among other things, approved the proposed form, content, and method for dissemination of notice of pendency of the Action as a class action (the "Class Notice").

13. Pursuant to the Class Notice Order, the Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the deadline and procedures for doing so. The Class Notice informed Class Members that if they chose to remain a member of the Class, they would "be bound by all orders, settlements, and judgments, whether favorable or unfavorable to the Class, that the Court enters in this Action."

14. Class Notice was mailed or emailed to potential Class Members and their nominees beginning on March 9, 2026. The deadline for requesting exclusion from the Class was April 23, 2026.

15. On December 2, 2025, the Parties conducted a mediation before former U.S. District Court Judge Layn R. Phillips. Although that mediation was unsuccessful, Judge Phillips remained in contact with the parties as the case progressed.

16. On March 2-4, 2026, the Court heard 13 Daubert motions and motions in limine relating to the admissibility of evidence and certain expert witnesses at trial.

17. On March 31, 2026 the Court held its pre-trial conference. In advance of the pre-trial conference, the parties exchanged witness lists, exhibit lists, draft pre-trial orders, draft verdict forms, and draft jury instructions. Trial was set to begin on May 4, 2026.

18. Throughout March and early April 2026, Judge Phillips reengaged the parties and had multiple communications regarding a possible settlement. On April 7, 2026, Mr. Phillips made a mediator's proposal to settle the matter for an all-in amount of $60,000,000.00.

19. On April 14, 2026, the Parties executed a Term Sheet to Settle Stockholder Class Action (the "Term Sheet") reflecting an agreement in principle to settle all claims in the Action against Defendants in return for a cash payment of $60,000,000 for the benefit of the Class, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

20. On April 15, 2026, the Parties informed the Court of their agreement in principle to settle the Action and requested that the Court suspend all proceedings in the Action pending Court approval of the proposed Settlement.

21. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on June 18, 2026. The Stipulation, which reflects the final and binding agreement between the Parties on the terms and conditions of the Settlement, can be viewed at www.ContinentalShareholderLitigation.com.

22. On [__________], 2026, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

23. If you are a member of the Class, you are subject to the Settlement, unless you previously requested to be excluded from the Class. The Class was certified by the Court's Order dated July 15, 2024 and consists of:

> Any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. ("Continental") who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them. Excluded from the Class are (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and (ii) any entity in which any Defendant or Former Defendants has or had a direct or indirect controlling interest (the "Excluded Defendant Parties"). Also excluded from the Class are persons and entities who excluded themselves from the Class pursuant to the Class Notice (the "Excluded Opt-Out Parties,"[3] and together with the Excluded Defendant Parties, the "Excluded Parties").

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive proceeds from the Settlement.

WHAT ARE THE TERMS OF THE SETTLEMENT?

24. In consideration of the settlement of the Released Plaintiffs' Claims (defined in paragraph 38 below) against Defendants and the other Released Defendants' Persons (defined in

[3] A list of the Excluded Opt-Out Parties is available at www.ContinentalShareholderLitigation.com.

paragraph 38 below), Defendants will pay or cause to be paid $60,000,000 (United States Dollars) in cash (the "Settlement Amount") into an interest-bearing escrow account for the benefit of the Class.

25. The Settlement Amount plus any and all interest earned thereon is referred to as the "Settlement Fund." The Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Court-awarded attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any Service Awards to Plaintiffs to be deducted solely from any fee award to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court, is referred to as the "Net Settlement Fund." *See* paragraphs 29-36 below for details about the distribution of the Net Settlement Fund to Eligible Class Members (defined in paragraph 33 below).

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

26. Plaintiffs, through Plaintiffs' Counsel, have conducted an investigation and pursued extensive factual discovery relating to the claims and the underlying events alleged in the Action. Plaintiffs' Counsel have analyzed the evidence adduced during the investigation and discovery as described above and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the Parties have provided Co-Lead Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of the Parties' respective positions in the Action.

27. Based upon their investigation, prosecution, and mediation of this Action, Co-Lead Plaintiffs and Co-Lead Counsel have concluded that the Settlement is fair, reasonable, and adequate to Plaintiffs and the other Class Members, and in their best interests. Co-Lead Plaintiffs have agreed to settle and release the Released Plaintiffs' Claims (defined in paragraph 38 below) pursuant to the terms and provisions of the Stipulation, after considering, among other things: (i) the substantial financial benefit that Plaintiffs and the other Class Members will receive under the proposed Settlement; and (ii) the significant risks and costs of continued litigation and trial. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

28. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs and the Class, and further deny that Plaintiffs have asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed any violation of law or breach of duty and believe that at all relevant times they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of Plaintiffs' claims against Defendants. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

WILL I RECEIVE PAYMENT FROM THE SETTLEMENT? HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE? HOW WOULD I RECEIVE MY PAYMENT?

29. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you do *not* have to submit a claim form in order to receive your payment.

30. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as may be approved by the Court.

31. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the Effective Date of the Settlement has occurred. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

32. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, www.ContinentalShareholderLitigation.com.

PROPOSED PLAN OF ALLOCATION

33. The Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members. "Eligible Class Members" means Class Members who held shares of Continental stock at the closing of the Transaction and therefore received or were entitled to receive the Transaction consideration, excluding certain excluded parties.

34. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of shares of Continental common stock held as of the closing of the Transaction, excluding shares held by Excluded Persons ("Eligible Shares"); and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares held by all Eligible Class Members.

35. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Transaction consideration upon the closing of the Transaction. Accordingly, if your Eligible Shares were held in "street name" and the Transaction consideration was paid into your brokerage account upon the closing of the Transaction, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

36. Subject to Court approval in the Class Distribution Order,[4] Co-Lead Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to Eligible Shares held of record by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, the "DTC"), through its nominee Cede & Co. ("Cede"), the Settlement Administrator will obtain from the DTC a copy of the allocation report generated by the DTC in connection with the Transaction (the "DTC Allocation Report"), which will include the number of Eligible Shares for each DTC participant listed (the "DTC Participants") and any additional information necessary to conduct a distribution of the Net Settlement Fund to Eligible Beneficial Holders,[5] including contact information used to communicate with the appropriate representatives of each DTC Participant that held Eligible Shares.

Using that information, the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Beneficial Holders who held their Eligible Shares through DTC Participants to be paid to the DTC Participants by paying each the Per-Share Recovery times its respective Closing Security Position,[6] subject to payment suppression instructions with respect to Excluded Shares and any other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Beneficial Holder based on the number of Eligible Shares beneficially owned by such Eligible Beneficial Holder.

(ii) With respect to Eligible Shares held of record other than by Cede, as nominee for DTC (a "Non-Cede Record Position"), the payment with respect to each such Non-Cede Record Position will be made by the Settlement Administrator from the Net Settlement Fund directly to the Eligible Record Holder[7] of each Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Non-Cede Record Position.

(iii) A person or entity who purchased Eligible Shares but had not settled those Eligible Shares before the closing of the Transaction ("Non-Settled Shares") *shall be* treated as an Eligible Class Member with respect to those Non-Settled Shares, and a person or entity who sold those Non-Settled Shares before the closing of the Transaction *shall not be* treated as an Eligible Class Member with respect to those Non-Settled Shares.

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[4] "Class Distribution Order" means any order entered by the Court permitting the distribution of the Net Settlement Fund to Eligible Class Members.

[5] "Eligible Beneficial Holder" means the ultimate beneficial owner of any Eligible Shares held of record by Cede.

[6] For each DTC Participant, the "Closing Security Position" is the number of Eligible Shares held by such DTC Participant, as reflected on the DTC Allocation Report.

[7] "Eligible Record Holder" means the record holder of any Eligible Shares, other than Cede.

(iv) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (i.e., more than three months from the check's issue date), the DTC Participants or the holder of a Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution.

(v) Any residual amounts remaining in the Net Settlement Fund may be redistributed to identified Class Members; *provided, however*, that if redistribution is uneconomic, the residual funds may be transferred to non-sectarian, not-for-profit, 501(c)(3) organization(s), to be recommended by Co-Lead Counsel and approved by the Court in the Class Distribution Order.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

37. If the Settlement is approved, the Court will enter a Final Order. Pursuant to the Final Order, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) Upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiffs' Claims (defined in paragraph 38 below) against the Released Defendants' Persons (defined in paragraph 38 below), and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons.

(ii) Upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims (defined in paragraph 38 below) against the Released Plaintiffs' Persons (defined in paragraph 38 below), and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons.

38. The following capitalized terms used in paragraph 37 above shall have the meanings specified below:

"Released Claims" means, collectively, the Released Plaintiffs' Claims and the Released Defendants' Claims.

"Released Defendants' Claims" means any and all claims and causes of action, theories of liability and recovery whatsoever kind and nature, accrued or unaccrued, including Unknown Claims, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action or that relate to the Transaction, excluding claims relating to the enforcement of the Settlement.

"Released Defendants' Persons" means (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors, or assigns; and (ii) any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest.

"Released Plaintiffs' Claims" means any and all claims and causes of action, theories of liability and recovery whatsoever kind and nature, accrued or unaccrued, including Unknown Claims, that Plaintiffs or any other Class Member (i) asserted in the Petition, or (ii) could have asserted in the Petition or in any other forum that are based on the same set of operative facts related to the Transaction as those set forth in the Petition and relate to the ownership of Continental common stock during the Class Period, excluding claims relating to the enforcement of the Settlement. The Released Plaintiffs' Claims shall not include Appraisal Claims. The effect, if any, of the receipt of payment from the Settlement Fund by any former stockholder pursuing appraisal of its shares of Continental stock in the Appraisal Action shall be determined in the Appraisal Action. Defendants enter into this provision of the Stipulation without prejudice to the Released Defendants' Persons' right to contest the standing of former Continental stockholders who failed to opt out of the Class from pursuing Appraisal Claims in the Appraisal Action.

"Released Plaintiffs' Persons" means Plaintiffs, Plaintiffs' Counsel, and the other Class Members, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors, or assigns; and any entity in which any Plaintiff, Plaintiffs' Counsel, or other Class Member has or had a direct or indirect controlling interest.

"Unknown Claims" means any Released Plaintiffs' Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants' Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Final Order shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

39. By Order of the Court, (i) all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation, have been stayed until otherwise ordered by the Court; and (ii) pending final determination of whether the Settlement should be approved, Plaintiffs and each of the other Class Members are barred and enjoyed from commencing or prosecuting any and all Released Plaintiffs' Claims against any of the Released Defendants' Persons any and all Released Plaintiffs' Claims against any of the Released Defendants' Persons.

HOW WILL PLAINTIFFS' COUNSEL BE PAID?

40. Plaintiffs' Counsel[8] have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs' Counsel been paid for their Litigation Expenses incurred in connection with the Action. Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses ("Fee and Expense Award") to be paid solely from (and out of) the Settlement Fund. In connection with Plaintiffs' Counsel's application for a Fee and Expense Award ("Fee and Expense Application"), each Plaintiff may petition the Court for a service award to be paid solely from any Fee and Expense Award to Plaintiffs' Counsel ("Service Award").

41. The Fee and Expense Application will include a request for an award of attorneys' fees in an amount not to exceed 33.33% of the Settlement Fund plus payment of Litigation Expenses in an amount not to exceed $6,000,000. In connection with the Fee and Expense Application, each Plaintiff may petition the Court for a Service Award not to exceed $50,000 to be paid solely from any Fee and Expense Award to Plaintiffs' Counsel.

42. The Court will determine the amount of any Fee and Expense Award to Plaintiffs' Counsel and any Service Awards to Plaintiffs. Any Fee and Expense Award will be paid out of the Settlement Fund and any Service Awards will be paid solely from any Fee and Expense Award. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO ATTEND THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

43. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class**

[8] "Plaintiffs' Counsel" are Co-Lead Counsel; Fulmer Sill, PLLC; Klausner, Kaufman, Jensen & Levinson; Julie & Holleman LLP; and Foshee & Yaffe Law Firm.

Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

44. Absent further order of the Court, the Settlement Hearing will be held on **[__________], at [__:__] [_].m.**, before the Richard C. Ogden of the District Court of Oklahoma County, State of Oklahoma, in Courtroom 325 of the Oklahoma County Courthouse, 321 Park Ave., Oklahoma City, OK 73102, for the following purposes: (i) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be finally approved by the Court; (ii) to determine whether a Final Order substantially in the form attached as Exhibit E to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (iii) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (iv) to determine whether and in what amount any Fee and Expense Award, including any Service Awards to Plaintiffs to be deducted solely from any Fee and Expense Award, should be paid out of the Settlement Fund; (v) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's Fee and Expense Application; and (vii) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

45. Please Note: The date and time of the Settlement Hearing may change without further mailed notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further mailed notice to Class Members. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court's docket and the case website, www.ContinentalShareholderLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date, time, or location of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the case website, www.ContinentalShareholderLitigation.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the case website, www.ContinentalShareholderLitigation.com.

46. Any Class Member may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's Fee and Expense Application, including Plaintiffs' application for Service Awards; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's Fee and Expense Application, including Plaintiffs' application for Service Awards, unless that person or entity has filed a written objection with the Clerk of the Court, and served copies of such objection on Co-Lead Counsel and Defendants' Counsel at the addresses set forth below (either by U.S. mail or email), such that they are received no later than ***received* on or before [____________], 2026**.

CLERK OF THE COURT

Clerk of the Court Oklahoma County, State of Oklahoma 320 Robert S. Kerr Avenue, Room 500 Oklahoma City, OK 73102

CO-LEAD COUNSEL	
Grant Goodhart KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087 email: info@ktmc.com (email)	Greg Varallo BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP 500 Delaware Ave. Suite 901 Wilmington, DE 19801 email: settlements@blbglaw.com

DEFENDANTS' COUNSEL	
Michael Burrage WHITTEN BURRAGE 512 North Broadway Ave. Suite 300 Oklahoma City, Oklahoma 73102 email: mburrage@whittenburragelaw.com	Michael C. Holmes VINSON& ELKINS LLP Trammell Crow Center 2001 Ross Ave. Suite 3900 Dallas, Texas 75201 email: mholmes@velaw.com

47. Any objections must: (i) state the name of this proceeding, "*In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162"; (ii) include the objector's name, current mailing address, email address (if applicable), and telephone number and, if represented by counsel, the name, mailing address, email address, and telephone number of the objector's counsel; (iii) be signed by the objector; (iv) include a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and every objection; and (v) include documentary evidence sufficient to prove that the objector is a member of the Class. Co-Lead Counsel are authorized to request from any objector additional information or documentation sufficient to prove that the objector is a member of the Class.

48. Class Members may file a written objection without having to appear at the Settlement Hearing. Class Members may not, however, appear at the Settlement Hearing to present their objections unless they first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

49. Any Class Member that files a timely written objection with the Court may request to speak at the Settlement Hearing, at his, her, their, or its own expense, individually or through counsel of his, her, their, or its choice, by including this request in the timely written objection. Any such request to speak at the Settlement Hearing may be granted or denied by the Court in the exercise of its discretion.

50. Class Members are not required to hire an attorney to represent them in making written objections or in appearing at the Settlement Hearing. However, if a Class Member who files a timely written objection wishes to hire an attorney to represent him, her, them, or it in making the written objection or in appearing at the Settlement Hearing, that will be at his, her, their, or its own expense and that attorney must file a notice of appearance with the Court and serve it on Co-Lead Counsel and Defendants' Counsel at the addresses set forth in paragraph 46 above so that it is ***received*** **on or before [_____________], 2026**. Objectors who desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

51. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the Plan of Allocation, the Fee and Expense Application, including Plaintiffs' application for Service Awards, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Final Order to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

52. This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action can be obtained by accessing the Court docket in this case through the Oklahoma State Courts Network at https://www.oscn.net/dockets/GetCaseInformation.aspx?db=oklahoma&number=CJ-2022-4162&cmid=4114059 or by visiting, during regular office hours, the Clerk of the Court of Oklahoma County, State of Oklahoma, 320 Robert S. Kerr Avenue, Room 500, Oklahoma City, OK 73102. In addition, copies of the Stipulation and any related orders entered by the Court will be posted on the case website, www.ContinentalShareholderLitigation.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator by mail at Continental Shareholder Litigation, c/o A.B. Data Ltd., P.O. Box 170500, Milwaukee, WI 53217; by telephone at 877-507-0919; or by email at info@ContinentalShareholderLitigation.com. You may also contact Co-Lead Counsel: Grant Goodhart, Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, (610) 667-7706 (telephone), info@ktmc.com (email); and Greg Varallo, Bernstein Litowitz Berger & Grossmann LLP, 500 Delaware Ave., Suite 901, Wilmington, DE 19801, (800) 380-

8496 (telephone), settlements@blbglaw.com (email). **Do not contact the Court or its staff with questions about the terms of the proposed Settlement.**

WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?

53. In connection with the previously disseminated Class Notice, Nominees were advised that, if they held or owned shares of Continental common stock at any time from October 17, 2022, through and including November 22, 2022 for the beneficial interest of persons or entities other than themselves, they must either: (i) request from the Settlement Administrator sufficient copies of the Short Form Notice to forward to all such beneficial owners, and then forward them to all such beneficial owners; (ii) request from the Settlement Administrator the electronic Short Form Notice to forward to all such beneficial owners, and then forward it by email to all such beneficial owners; or (iii) provide a list of the names, addresses, and email addresses, if available, of all such beneficial owners to the Settlement Administrator.

54. **If you previously provided the names and addresses of such beneficial owners identified above in connection with the Class Notice, and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Settlement Administrator,** ***you need do nothing further at this time.*** The Settlement Administrator will mail the Short Form Notice of the Settlement ("Short Form Settlement Notice") to the beneficial owners whose names and addresses were previously provided in connection with the Class Notice mailing.

55. If you elected to forward the Short Form Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Settlement Administrator will forward the same number of Short Form Settlement Notices to you to send to the beneficial owners, **and you must forward the Short Form Settlement Notices to those beneficial owners by no later than seven (7) calendar days after receipt of those notices.** If you require more copies of the Short Form Settlement Notices than you previously requested in connection with the Class Notice mailing, please contact the Settlement Administrator, A.B. Data, toll-free at 877-507-0919, and let them know how many notices you require.

56. If you elected to forward the electronic Short Form Notice by email to beneficial owners, the Settlement Administrator will email the electronic Short Form Settlement Notice to you to send to the beneficial owners, **and you must email the electronic Short Form Settlement Notice to those beneficial owners by no later than seven (7) calendar days after receipt of the electronic Short Form Settlement Notice.**

57. If you have not already provided the names and addresses for all persons and entities on whose behalf you held or owned shares of Continental common stock during the period from October 17, 2022, through and including November 22, 2022; or if you have additional names or updated or changed information, then the Court has ordered that you must, WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THE SHORT FORM SETTLEMENT NOTICE: (i) provide a list of the names, addresses, and email addresses, if available, of all such

beneficial owners to the Settlement Administrator; (ii) request from the Settlement Administrator sufficient copies of the Short Form Settlement Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of the Short Form Settlement Notice from A.B. Data, forward them to the beneficial owners; or (iii) request from the Settlement Administrator the electronic Short Form Settlement Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of the electronic Short Form Settlement Notice from the Settlement Administrator, email it to the beneficial owners. As stated above, if you have already provided this information in connection with the Class Notice, unless that information has changed (e.g., beneficial owner has changed address), it is unnecessary to provide such information again.

58. Nominees and their agents shall forward the Short Form Settlement Notice to (or identify names, mailing addresses, and email addresses of) *all* beneficial owners who held or owned shares of Continental common stock at any time from October 17, 2022, through and including November 22, 2022, regardless of whether or not those beneficial owners have enrolled in a claim-filing program with their broker or financial institution.

59. Upon full and timely compliance with these directions, Nominees may seek reimbursement of reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed $0.03 plus postage at the current pre-sort rate used by the Settlement Administrator for each Short Form Settlement Notice actually mailed; $0.03 per Short Form Settlement Notice sent via email; or $0.03 per name, address, and email address (to the extent available) provided to the Settlement Administrator, which expenses would not have been incurred except for the sending of such notice, and subject to further order of the Court with respect to any dispute concerning such reimbursement.

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE OR THE SETTLEMENT.

Dated: [_______________], 2026 By Order of the Court

EXHIBIT D

EXHIBIT D

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE CONTINENTAL RESOURCES, INC. SHAREHOLDER LITIGATION	Case No. CJ-2022-4162

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF STOCKHOLDER CLASS ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR

TO: Any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. ("Continental") who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them (excluding Defendants. Former Defendants, and their immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest) (the "Class").[1]

YOU ARE HEREBY NOTIFIED, that Plaintiffs Ralph Donald Turlington and Pembroke Pines Firefighters & Police Officers Pension Fund ("Co-Lead Plaintiffs"), on behalf of themselves and the Court-certified Class, have reached a proposed settlement of the above-captioned stockholder class action (the "Action") for **$60,000,000** in cash (the "Settlement"). If approved, the Settlement will resolve all claims in the Action.

The Action involves allegations that Defendants Harold Hamm ("Hamm") and Bill Berry ("Berry, and together with Hamm, "Defendants") and the Former Defendants[2] breached their fiduciary duties in connection with the November 2022 transaction whereby the former minority shareholders of Continental were bought out by Hamm and his affiliates for $74.28 per share (the "Transaction"). Co-Lead Plaintiffs allege in the Action that: (i) Hamm and his affiliates caused the Class to be cashed out of their Continental shares for inadequate consideration after an unfair process; (ii) Hamm and his affiliates breached their fiduciary duties by engaging in insider trading prior to publicly announcing his offer to take Continental private; (iii) Berry, McNabb, and Monroe breached their fiduciary duties by approving the Transaction; and (iv) McCain and Taylor breached

[1] Capitalized terms not otherwise defined herein shall have the same meaning as in the Stipulation and Agreement of Settlement, Compromise, and Release dated June 18, 2026 ("Stipulation"). The Stipulation can be viewed at www.ContinentalShareholderLitigation.com.

[2] The "Former Defendants" are Shelly Lambertz ("Lambertz"), John T. McNabb II ("McNabb"), Mark E. Monroe ("Monroe"), Ellis "Lon" McCain ("McCain"), Timothy G. Taylor ("Taylor"), and several trusts affiliated with the Hamm family.

their fiduciary duties by recommending that Continental's Board of Directors approve the Transaction.

A hearing (the "Settlement Hearing") will be held on **[__________], 2026, at [__:__] [__].m.**, before the Richard C. Ogden of the District Court of Oklahoma County, State of Oklahoma, in Courtroom 325 of the Oklahoma County Courthouse, 321 Park Ave., Oklahoma City, OK 73102, for the following purposes: (i) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be finally approved by the Court; (ii) to determine whether a Final Order substantially in the form attached as Exhibit E to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (iii) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (iv) to determine whether and in what amount any award of attorneys' fees and payment of Litigation Expenses to Plaintiffs' Counsel ("Fee and Expense Award"), including any service awards to Plaintiffs ("Service Awards") to be deducted solely from any Fee and Expense Award, should be paid out of the Settlement Fund; (v) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Service Awards (the "Fee and Expense Application"); and (vii) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may adjourn the Settlement Hearing without further mailed notice to the Class, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class. The Court may decide to hold the Settlement Hearing by telephone or video conference without further mailed notice to the Class. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the case website, www.ContinentalShareholderLitigation.com.

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement Fund. This notice provides only a summary of the information contained in the full Notice of Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the "Long Form Settlement Notice"). You may obtain copies of the Long Form Settlement Notice on the case website, www.ContinentalShareholderLitigation.com; by contacting the Settlement Administrator at: Continental Shareholder Litigation, c/o A.B. Data Ltd., P.O. Box 170500, Milwaukee, WI 53217; by calling toll free 877-507-0919; or by emailing info@ContinentalShareholderLitigation.com.

If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to Class Members who held shares of Continental stock at the closing of the Transaction and therefore received or were entitled to receive the Transaction consideration ("Eligible Class Members"), in accordance with the proposed Plan of Allocation stated in the Long Form Settlement Notice or such other plan of allocation as is approved by the Court. Pursuant to the proposed Plan of Allocation, each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of shares of Continental common stock held as of the closing of the Transaction, excluding shares held by Excluded Persons ("Eligible Shares"); and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares held by all Eligible Class Members. **As explained in**

further detail in the Long Form Settlement Notice, Eligible Class Members do not have to submit a claim form to receive a payment from the Net Settlement Fund.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's Fee and Expense Application must be filed with the Court and mailed or emailed to Co-Lead Counsel and Defendants' Counsel such that they are ***received*** **no later than [__________], 2026**, in accordance with the instructions set forth in the Long Form Settlement Notice. The Class was previously certified and, in connection with class certification, Class Members previously had the opportunity to request exclusion from the Class. There will not be a second opportunity to request exclusion in connection with the Settlement proceedings.

Please do not contact the Court, the Office of the Clerk of the Court, Defendants, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your potential payment from the Settlement should be directed to the Settlement Administrator or Co-Lead Counsel.

Requests for the Long Form Settlement Notice should be made to:

Continental Shareholder Litigation
c/o A.B. Data Ltd.
P.O. Box 170500
Milwaukee, WI 53217

877-507-0919
info@ContinentalShareholderLitigation.com
www.ContinentalShareholderLitigation.com

All other inquiries should be made to Co-Lead Counsel:

Grant Goodhart
KESSLER TOPAZ MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087

(610) 667-7706
info@ktmc.com
www.@ktmc.com

Greg Varallo
BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP
500 Delaware Ave.
Suite 901
Wilmington, DE 19801

(800) 380-8496
settlements@blbglaw.com
www.blbglaw.com

By Order of the Court

EXHIBIT E

EXHIBIT E

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE CONTINENTAL RESOURCES, INC. SHAREHOLDER LITIGATION	Case No. CJ-2022-4162

[PROPOSED] FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a consolidated stockholder class action is pending in this Court captioned *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162 (the "Action");

WHEREAS, by Order dated July 15, 2024, this Court certified the Action to proceed as a class action on behalf of any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. ("Continental") who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them ("Class").[1] The Court also appointed Plaintiffs Ralph Donald Turlington and Pembroke Pines Firefighters & Police Officers Pension Fund (together, "Co-Lead Plaintiffs") as Class Representatives for the Class, and appointed Bernstein Litowitz Berger & Grossmann LLP

[1] Excluded from the Class are (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and (ii) any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest (the "Excluded Defendant Parties"). Also excluded from the Class are the persons who excluded themselves from the Class pursuant to the Class Notice as set forth in the Affidavit of Jillian Schneider Regarding Mailing of the Notice filed on April 27, 2026.

and Kessler Topaz Meltzer & Check, LLP (together, "Co-Lead Counsel") as Class Counsel for the Class;

WHEREAS, by Order dated February 27, 2026, the Court (a) approved the proposed form and content of the Class Notice to be disseminated to the Class Members to notify them of, among other things (i) the Action pending against Defendants; (ii) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (iii) Class Members' right to request to be excluded from the Class by April 23, 2026, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion; and (b) approved the method of dissemination of the Class Notice;

WHEREAS, in connection with the Class Notice, the Short Form Notice was disseminated beginning on March 9, 2026 to all potential Class Members who could be identified through reasonable effort, resulting in the mailing or emailing of 54,683 copies of the Short Form Notice, and two requests for exclusion from the Class were received by April 23, 2026.

WHEREAS, Co-Lead Plaintiffs, on behalf of themselves and the Class, and Defendants (together with Co-Lead Plaintiffs, the "Parties") have determined to settle all claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation and Agreement of Settlement, Compromise, and Release dated June 18, 2026 (the "Stipulation"), subject to the approval of this Court (the "Settlement");

WHEREAS, by Order dated ___________, 2026 ("Preliminary Approval Order"), this Court: (a) preliminarily approved the proposed Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses, including any application for service awards to Plaintiffs (the "Fee and Expense Application"); and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Class;

WHEREAS, the Court conducted a hearing on ___________, 2026 ("Settlement Hearing") to consider, among other things: (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; and (b) whether a final order should be entered dismissing the Action with prejudice as against Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Class Members, and the Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

3. **Incorporation of Settlement Documents:** This Final Order incorporates and makes a part hereof: (a) the Stipulation filed with the Court on ___________, 2026; and (b) the Short Form Settlement Notice, Long Form Settlement Notice, and Summary Settlement Notice, which were filed with the Court on ___________, 2026.

4. **Notice:** The Court finds that the mailing, distribution, and/or posting of the Short Form Settlement Notice and Long Form Settlement Notice and the publication of the Summary Settlement Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the effect of the proposed Settlement (including the Releases to be provided thereunder); (ii) Plaintiffs' Counsel's Fee and Expense Application; (iii) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's Fee and Expense Application; and (iv) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Section 2023(E)(1), the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

5. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Section 2023(E), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

6. The Action and all of the claims asserted against Defendants in the Action by Plaintiffs and the other Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

7. **Binding Effect**: The terms of the Stipulation and of this Final Order shall be forever binding on the Released Persons.

8. **Releases:** The Releases set forth in paragraphs 3 and 4 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons.

(b) Without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons.

9. Notwithstanding paragraphs 8(a) – (b) above, nothing in this Final Order shall bar (i) any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Final Order or (ii) the Released Defendants' Persons from contesting the ability of former Continental stockholders who failed to opt out of the Class from pursuing Appraisal Claims in the Appraisal Action.

10. **No Admissions**: Neither this Final Order, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Petitions would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given under the Stipulation represents the consideration which could be or would have been achieved after trial; *provided, however*, that if the Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under the Stipulation or otherwise to enforce the terms of the Settlement.

11. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Plaintiffs' Counsel for an award of attorneys' fees and Litigation Expenses. Such orders shall in no way affect or delay the finality of this Final Order and shall not affect or delay the Effective Date of the Settlement.

12. **Modification of the Agreement of Settlement** – Without further approval from the Court, Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Final Order; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court,

Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

13. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Final Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order shall be without prejudice to the rights of the Parties or the Class; and Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' execution of the Term Sheet on April 14, 2026.

14. **Entry of Final Order:** There is no just reason to delay the entry of this Final Order as a final order in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final order in this Action.

SO ORDERED this _______ day of _____________, 2026.

____
The Honorable Richard C. Ogden
Judge of the District Court