



# EXHIBIT B

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE ATHLON ENERGY, INC.  
STOCKHOLDER LITIGATION

CONSOLIDATED  
C.A. No. 10250-VCG

**SCHEDULING ORDER**

WHEREAS, a consolidated stockholder class action is pending in this Court entitled *In re Athlon Energy, Inc. Stockholder Litigation*, Consol. C.A. No. 10250-VCG (the “Action”);

WHEREAS, (a) plaintiffs Gary Shayne, Maxine Phillips, Mandle Rousseau, and The City of Cambridge Retirement System (collectively, “Plaintiffs”), on behalf of themselves and the Class (defined below); and (b) defendants Athlon Energy Inc. (“Athlon” or the “Company”); Robert C. Reeves, Gregory A. Beard, Rakesh Wilson, Ted A. Gardner, Wilson B. Handler, Mark A. Stevens, and Bart Kalsu (collectively, the “Athlon Board” or the “Individual Defendants”); Encana Corporation (“Encana”); Alenco Acquisition Company Inc. (“Merger Sub”); and Apollo Global Management, LLC (“Apollo”) (together with Athlon, the Individual Defendants, Encana and Merger Sub, the “Defendants,” and together with Plaintiffs, the “Parties”) have determined to settle all claims asserted against Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement entered into by the Parties dated December 19, 2014 (the “Stipulation”);

WHEREAS, the Parties have made an application, pursuant to Court of Chancery Rule 23(e), for entry of a scheduling order in accordance with the Stipulation, preliminarily certifying the Class for purpose of the Settlement only, approving the form and content of the notice of the Settlement to the Class, and scheduling the date and time for the Settlement Fairness Hearing; and

WHEREAS, the Court having read and considered the Stipulation and the exhibits attached thereto; the Stipulation being sufficient to warrant notice to the Class (defined below); and all Parties having consented to the entry of this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, this 7th day of January 2015, as follows:

1. **Definitions**: Unless otherwise defined herein, the capitalized terms used herein shall have the same meanings as they have in the Stipulation.
2. **Preliminary Class Certification for Settlement Purposes**: Pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), the Court preliminarily certifies, solely for purposes of effectuating the proposed Settlement, a non-opt out Class consisting of all persons and entities who or which held Athlon common stock at any time from September 29, 2014 through and including November 13, 2014 (the “Class Period”). Excluded from the Class are Defendants and their immediate family members, any entity in which any Defendant has or had a controlling interest, and any successors in interest thereto.

3. Solely for purposes of the Settlement, Plaintiffs are preliminarily appointed as representatives for the Class and Co-Lead Counsel are preliminarily appointed as counsel for the Class.

4. **Settlement Fairness Hearing:** The Court will hold a settlement fairness hearing (the “Settlement Fairness Hearing”) on April 14, 2015 at 10:00 a.m., at the Court of Chancery of the State of Delaware, Wilmington, for the following purposes: (a) to determine whether the Action may be permanently maintained as a non-opt out class action and whether the Class should be certified permanently, for settlement purposes, pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2); (b) to determine whether Plaintiffs may be permanently designated as representatives for the Class and Co-Lead Counsel as counsel for the Class, and to determine whether Plaintiffs and Co-Lead Counsel have adequately represented the interests of the Class in the Action; (c) 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 approved by the Court; (d) to determine whether a Judgment substantially in the form attached as Exhibit C to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (e) to determine whether the application by Co-Lead Counsel for an award of attorneys’ fees and Litigation Expenses should be approved; 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 Fairness Hearing shall be given to Class Members as set forth in Paragraph 6 of this Order.

5. The Court may adjourn the Settlement Fairness Hearing and approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

6. **Manner of Giving Notice:** Notice of the Settlement and the Settlement Fairness Hearing shall be given by Athlon or its successor-in-interest as follows:

(a) not later than five (5) business days after the date of entry of this Order (the “Notice Date”), Athlon or its successor-in-interest shall cause a copy of the Notice, substantially in the form attached hereto as Exhibit 1, to be mailed by first-class mail to potential Class Members at the addresses set forth in the shareholder records of the Company, its successor-in-interest or their respective transfer agents, or who otherwise may be identified through further reasonable effort;

(b) not later than the Notice Date, Athlon or its successor-in-interest through the notice administrator shall cause copies of the Notice and the Stipulation to be posted on a website maintained by the notice

administrator, which documents shall remain posted on the website through the Effective Date of the Settlement;

(c) not later ten (10) business days after the Notice Date, Athlon or its successor-in-interest shall cause the Summary Notice, substantially in the form attached hereto as Exhibit 2, to be published once in *Investor's Business Daily* and to be transmitted once over the *PR Newswire*; and

(d) not later than fifteen (15) calendar days prior to the Settlement Fairness Hearing, Defendants' Counsel shall serve on Co-Lead Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publication.

7. **Approval of Form and Content of Notice:** The Court (a) approves, as to form and content, the Notice, attached hereto as Exhibit 1, and the Summary Notice, attached hereto as Exhibit 2, and (b) finds that the mailing and distribution of the Notice and the publication of the Summary 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 pendency of the Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of Co-Lead Counsel's application for an award an attorneys' fees and Litigation Expenses, of their right to object to the Settlement and/or Co-Lead

Counsel's application for attorneys' fees and Litigation Expenses, and of their right to appear at the Settlement Fairness 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 Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Settlement Fairness Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively.

8. **Nominees Procedures**: Brokerage firms, banks and other nominees which held shares of Athlon common stock during the Class Period as record holders for the benefit of another person or entity shall (a) within seven (7) calendar days of receipt of the Notice, request from Athlon or its successor-in-interest through the notice administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice, send a list of the names and addresses of all such beneficial owners to the notice administrator, in which event the notice administrator shall promptly mail the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing

the notice administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid by Athlon or its successor-in-interest.

9. **Appearance and Objections at Settlement Fairness Hearing:** 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 Register in Chancery and delivering a notice of appearance to representative counsel for Plaintiffs and Defendants, at the addresses set forth in Paragraph 10 below, such that it is received no later ten (10) calendar days prior to the Settlement Fairness Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Co-Lead Counsel.

10. Any Class Member may file a written objection to the proposed Settlement and/or Co-Lead Counsel's application for an award of attorneys' fees and Litigation Expenses and appear and show cause, if he, she or it has any cause, why the proposed Settlement and/or the application for attorneys' fees and Litigation Expenses should not be approved; *provided, however*, that, unless otherwise directed by the Court for good cause shown, no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the

proposed Settlement and/or the application for attorneys' fees and Litigation Expenses unless that person or entity has filed a written objection with the Court and served copies of such objection on representative counsel for Plaintiffs and Defendants at the addresses set forth below such that they are received no later than ten (10) calendar days prior to the Settlement Fairness Hearing.

**Representative Counsel for Plaintiffs**

Mark Lebovitch  
Bernstein Litowitz Berger  
& Grossmann LLP  
1285 Avenue of the Americas  
New York, New York 10019

**Representative Counsel for Defendants**

Blair Connelly  
Latham & Watkins LLP  
885 Third Avenue  
New York, New York 10022

11. Any objections, filings and other submissions by the objecting Class Member: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (c) must include documentation sufficient to prove membership in the Class.

12. 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 be deemed to have waived his, her or its right to object to any aspect of the proposed Settlement and Co-Lead Counsel's application for an award of attorneys' fees and

Litigation Expenses and shall be forever barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the Settlement or the requested attorneys' fees and Litigation Expenses in this or any other proceeding.

13. **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 all other members of the Class, from instituting, commencing or prosecuting any and all of the Released Plaintiffs' Claims against any and all of the Defendants' Releasees.

14. **Notice and Administration Costs:** All Notice and Administration Costs shall be paid by Athlon or its successor-in-interest, regardless of whether the Court finally approves the Settlement, and in no event shall Plaintiffs, any other Class Member, or their attorneys be responsible for any Notice and Administration Costs.

15. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation,

and this Order shall be without prejudice to the rights of Plaintiffs, the other Class Members and Defendants, and the Parties shall revert to their respective positions in the Action immediately prior to the date of execution of the MOU, as provided in the Stipulation.

16. **Use of this Order:** Neither this Order, the MOU, the Stipulation (whether or not consummated), including the exhibits thereto, the negotiations leading to the execution of the MOU and the Stipulation, nor any proceedings taken pursuant to or in connection with the MOU, the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees 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 Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any 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 Plaintiffs' Releasees, as evidence of, or construed as, or

deemed to be evidence of any presumption, concession or admission by any of the Plaintiffs' Releasees that any of their claims are without merit or that any of the Defendants' Releasees had meritorious defenses, 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 Plaintiffs' Releasees, in any 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 Releasees as an admission, concession, or presumption that the consideration to be given under the Settlement 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 Releasees and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

17. **Supporting Papers:** Co-Lead Counsel shall file and serve the opening papers in support of the proposed Settlement and Lead Counsel's application for an award of attorneys' fees and Litigation Expenses no later than fifteen (15) calendar days prior to the Settlement Fairness Hearing; and reply papers, if any, shall be filed and served no later than five (5) calendar days prior to the Settlement Fairness Hearing.

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

/s/Sam Glasscock III  
Vice Chancellor Sam Glasscock III