

**If You are a Commercial or Industrial Entity that Bought Natural Gas in Kansas or Missouri, Class Action Settlements May Affect You.**

**You or your company may have purchased natural gas for your own use or consumption in Kansas or Missouri from January 1, 2000 through October 31, 2002.**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

- Class action lawsuits brought on behalf of certain commercial and industrial purchasers of natural gas for their own use or consumption in Kansas and Missouri during the period from **January 1, 2000 to October 31, 2002** (the “Class Period”) are currently pending in the United States District Court for the District of Nevada.
- The lawsuits allege that Defendants (listed below) and Co-Conspirators engaged in an unlawful agreement or conspiracy to manipulate the prices of natural gas during the Class Period. Plaintiffs further claim that certain commercial and industrial purchasers who purchased natural gas other than from utilities or local distribution companies and for their own use or consumption in Kansas or Missouri may recover for the effect that the alleged conspiracy had on the prices of the natural gas they purchased. Plaintiffs allege that, as result of the unlawful conspiracy, they and other commercial and industrial purchasers paid more for natural gas than they would have absent the conspiracy. Defendants deny Plaintiffs’ claims.
- Settlements have been reached with the following Defendants: (a) The Williams Companies, Inc., Williams Merchant Services Company, LLC (f/k/a Williams Merchant Services Company, Inc.), and Williams Gas Marketing, Inc. (f/k/a Williams Power Company, Inc. and Williams Energy Marketing & Trading) (collectively, “Williams”); (b) Vistra Energy Corp. (as successor in interest to Dynegy Illinois Inc. and Dynegy GP Inc.), Dynegy Power Marketing, LLC (as successor in interest to DMT G.P. L.L.C.), and Dynegy Marketing and Trade, LLC (collectively, “Dynegy”); (c) e prime, inc. and Xcel Energy Inc. (collectively, “e prime,” and collectively along with Williams and Dynegy, the “Settling Defendants”).
- This is the fourth notice in these cases. The first notice involved combined settlements in Kansas, Missouri, and Wisconsin with American Electric Power Company, Inc. and certain of its affiliates; Coral Energy Resources, LP; Duke Energy Carolinas, LLC and certain of its affiliates; and ONEOK, Inc. and certain of its affiliates. The second involved settlements in Missouri and Kansas with CMS Energy, Inc. and certain of its affiliates, and El Paso, LLC and certain of its affiliates. The third related to a settlement in the Missouri and Kansas cases in the United States Bankruptcy Court for the Southern District of Texas with GenOn Energy, Inc. (f/k/a Reliant Energy, Inc.) and certain of its affiliates. The Court has now approved three additional settlements with the remaining defendants in the Missouri and Kansas cases, this time with Williams, Dynegy, and e prime.
- Your legal rights may be affected whether you act or don't act. This Notice includes information on the settlements and the lawsuits. Please read the entire Notice carefully.

**These rights and options—and deadlines to exercise them—are explained in this Notice.**

You can object to or comment on the settlements ..... see Question 9

You may exclude yourself from the settlements ..... see Question 9

You may go to a hearing and comment on the settlements..... see Question 12

- The Court in charge of this case still has to decide whether to approve the settlements.

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## BASIC INFORMATION

### 1. Why did I get this Notice?

You or your company may have purchased natural gas for use in Kansas or Missouri (or both) between January 1, 2000 to October 31, 2002. You have the right to know about the litigation and about your legal rights and options before the Court decides whether to approve the settlements.

The Notice explains the litigation, the settlements, and your legal rights.

The Court in charge of the case is the United States District Court for the District of Nevada, and the case is called *In re Western States Wholesale Natural Gas Antitrust Litigation*, Case No. 2:03-cv-01431-RCJ-PAL. The people who sued are called Plaintiffs and the companies they sued are called Defendants.

### 2. Who are the Defendant companies?

The Defendant companies include: American Electric Power Company, Inc. and AEP Energy Services, Inc. (collectively, "AEP"); CenterPoint Energy Services, Inc. ("CenterPoint"); Coral Energy Resources, L.P. (n/k/a Shell Energy North America (U.S.), L.P.) ("Coral"); Duke Energy Carolinas, LLC (f/k/a/ Duke Energy Corporation) and Duke Energy Trading and Marketing, L.L.C. (collectively, "Duke"); ONEOK, Inc., ONEOK Energy Services Company, L.P. (f/k/a ONEOK Energy Marketing & Trading Company, L.P.), and Kansas Gas Marketing Company (collectively, "ONEOK"); CMS Energy Corporation, CMS Field Services, Inc., and CMS Marketing, Services and Trading Company (collectively, "CMS"); Dynegy Marketing and Trade, DMT G.P. LLC, Dynegy Illinois, Inc., and Dynegy GP, Inc. (collectively, "Dynegy"); El Paso Merchant Energy, L.P. (n/k/a El Paso Marketing Company, L.L.C.) and El Paso Corporation (n/k/a El Paso LLC) (collectively, "El Paso"); ePrime, Inc. and Xcel Energy, Inc. (collectively, "ePrime"); Reliant Energy, Inc. and Reliant Energy Services, Inc. (collectively, "Reliant"); and The Williams Companies, Inc., Williams Energy Marketing & Trading Company, Williams Merchant Services Company, Inc., and Williams Power Company, Inc. (collectively, "Williams").

### **3. What is this litigation about?**

The lawsuits allege that Defendants and Co-Conspirators engaged in an unlawful arrangement, combination, agreement, or conspiracy to manipulate, fix, raise, maintain or stabilize the prices of natural gas. Plaintiffs further claim that certain commercial and industrial purchasers who purchased natural gas in Kansas or Missouri from sellers other than utilities or local distribution companies may recover for the effect that the alleged conspiracy had on the prices of the natural gas they purchased. Plaintiffs allege that, as result of the combined or collusive conduct, they and other purchasers paid more for natural gas than they would have absent the conspiracy. Defendants deny all of Plaintiffs' allegations and claims. The Court has not decided who is right.

### **4. Why are there settlements but some litigation is continuing?**

The Court previously approved settlements with seven defendant groups – AEP, CMS, Coral, Duke, El Paso, ONEOK, and Reliant – in Kansas and Missouri. The remaining three groups of Defendants have now agreed to settle the pending lawsuits in Kansas and Missouri only: Dynegy, e prime, and Williams (collectively, the “Settling Defendants”). Though the Settling Defendants have reached settlements with respect to claims based on purchases in Kansas and Missouri, they have not reached settlements related to purchases in Wisconsin. This notice does not relate to any claims you might have against the Settling Defendants for any purchases in Wisconsin. Similarly, e prime has not settled the claims pending against it in Colorado, and this notice does not relate to any claims you might have against e prime for any purchases in Colorado. These settlements resolve all remaining claims against all remaining defendants in Kansas and Missouri, meaning there will be no trial and no further settlements in Kansas or Missouri.

### **5. What is a class action?**

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are members of the class, except for those who exclude themselves from the class.

Important information about the case will be posted on the website, **[www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com)** as it becomes available. Please check the website to be kept informed about any future developments.

## **THE SETTLEMENT CLASSES**

### **6. How do I know if I'm part of the Settlement Classes?**

You or your company may be a member of the following Settlement Classes:

#### **Kansas Settlement Class**

The “Kansas Settlement Class” consists of all industrial and commercial direct purchasers of natural gas for their own use or consumption during the period from January 1, 2000 through October 31, 2002, and which gas was used or consumed by them in Kansas. Excluded from the Kansas Settlement Class are (a) entities that purchased natural gas for resale (to the extent of such purchase for resale); (b) entities that purchased natural gas for generation of electricity for the purpose of sale (to the extent of such purchase for generation); (c) defendants and their predecessors, affiliates, and subsidiaries; (d) the federal government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a and successor to Farmland Industries, Inc.).

For purposes of this Kansas Settlement Class definition, a “direct purchaser” means an industrial or commercial entity that bought natural gas for its own use or consumption directly from any of the defendants in the Actions, or from a seller other than a local distribution company.

## **Missouri Settlement Class**

The “Missouri Settlement Class” consists of all industrial and commercial direct purchasers of natural gas for their own use or consumption during the period from January 1, 2000 through October 31, 2002, and which gas was used or consumed by them in Missouri. Excluded from the Missouri Settlement Class are (a) entities that purchased natural gas for resale (to the extent of such purchase for resale); (b) entities that purchased natural gas for generation of electricity for the purpose of sale (to the extent of such purchase for generation); (c) defendants and their predecessors, affiliates, and subsidiaries; (d) the federal government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a and successor to Farmland Industries, Inc.).

For purposes of this Missouri Settlement Class definition, a “direct purchaser” means an industrial or commercial entity that bought natural gas for its own use or consumption directly from any of the defendants in the Actions, or from a seller other than a local distribution company.

### **7. What does the settlement provide?**

The settlement provides a total of \$11,750,000.00 in cash, plus accrued interest (the “Settlement Fund”), before court-approved deductions for attorneys’ fees and expenses. The Class Representatives and Class Counsel have agreed, and the Court has preliminarily approved, an allocation of those funds to class members in Kansas and Missouri based primarily on the volume of natural gas sold in each state and differences in the claims and remedies available in each state. Before deductions for attorneys’ fees and expenses, the Settlement Fund is allocated as follows: \$7,402,500 to the Kansas Settlement Class; and \$4,347,500 to the Missouri Settlement Class.

More details are in the Settlement Agreement, available at [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com).

### **8. When can I get a payment?**

Funds from the Settlement Fund will be distributed to Class Members after the Court grants final approval for the settlements. At that time, claims forms will be distributed to Class Members for which mailing addresses are available, and advertisements will be placed in newspapers and business publications giving notice that the Class Members can submit a claim, online or by mail, to receive a portion of the Settlement Fund. Once the claims period is complete, settlement funds will be allocated on a pro rata basis based on the volume of natural gas that each qualifying participating Class Member purchased in proportion to the total claims filed.

You will be notified in the future when and where to send a claim form. **DO NOT SEND ANY CLAIMS NOW.**

### **9. What are my rights related to the Settlement Classes?**

**A. Remain in the Settlement Classes:** If you wish to remain a member of the Settlement Class(es) in which you are a member you do not need to take any action at this time.

**B. Get out of the Settlement Classes:** If you wish to keep any of your rights to sue any of the Settling Defendants about claims concerning the sale of natural gas during the Class Period, other than claims for product liability, personal injury, or breach of contract claims not related to the allegations in this litigation, you must exclude yourself from all of the Settlement Classes and all of the settlements (you cannot exclude yourself from settlement with one of the Settling Defendants but participate in settlement with others of the Settling Defendants). If you exclude yourself from the Settlement Classes, you will not get any money from the settlements. If you exclude yourself from the Settlement Classes, you may not intervene as a party plaintiff in any of the Actions.

To exclude yourself from the Settlement Classes, you must send a letter that includes the following:

- 1) The name, address, and telephone number of the person or entity seeking exclusion;
- 2) All trade names or business names and addresses that the person or entity seeking exclusion (and any of his, her or its parents, subsidiaries, affiliates, predecessors, or assignors who purchased, used, or consumed natural gas during the Class Period) has used during or since the Class Period;

- 3) With respect to natural gas purchased, used, or consumed within Kansas or Missouri between January 1, 2000 and October 31, 2002 by any of the person(s) and entity(ies) listed in sub-parts 1) or 2) above, the names of all entities from or through whom such natural gas was purchased, and an estimate of the total dollar amount paid for such natural gas in each state or an estimate of the total volume of such natural gas purchased in each state;
- 4) The case name of the Actions (*In re Western States Wholesale Natural Gas Antitrust Litigation*, MDL No. 1566 (D. Nev.));
- 5) The statement that “[name or person or entity] and all of its parents, subsidiaries, and affiliates hereby request to be excluded from the proposed class settlements described in the notice of settlements pertaining to the Actions;”
- 6) If you are a business entity, identify the title or position of the person signing on your behalf, and state that the person is duly authorized to sign on your behalf; and
- 7) Your signature or the signature of the duly authorized person identified in subpart (6).

You must mail your exclusion request, postmarked no later than July 15, 2019, to:

Natural Gas MoKan Claims Administrator  
c/o AB Data, LTD.  
PO Box 173072  
Milwaukee, WI 53217

**C. Remain in the Settlement Classes and Object:** You can ask the Court to deny approval of the settlements by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or disapprove the settlements. If the Court denies approval, no settlement payments will be sent out, and the lawsuits against the Settling Defendants will continue. If that is what you want to happen, you must object. If you object, Settlement Class Counsel will not be able to represent you concerning your objection. It will be your responsibility to assert your objection individually or through counsel that you hire at your own cost.

You may object to the proposed settlements in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. In order to appear at the Final Approval Hearing, you must first provide written notice of your intention to appear. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must include (a) a notice of intention to appear; (b) proof of membership in one or more Settlement Classes; (c) the specific grounds for the objection and any reasons why you desire to appear and be heard, and (d) all documents or writings that you want the Court to consider.

**Any such objection must be both filed with the United States District Court for the District of Nevada on or before July 8, 2019, and mailed to Class Counsel or the Settlement Administrator (identified below), and to counsel for each of the Settling Defendants (identified below), and postmarked by July 8, 2019.**

**D. You cannot both Object to and Exclude yourself from the Settlements:** Objecting means you are telling the Court that you want to be part of the Settlement Class(es) but disagree with something about the settlement terms. You can only object if you intend to stay in all of the Settlement Class(es) of which you may be a member, and be bound by the settlements with each of the Settling Defendants if approved by the Court. Excluding yourself, on the other hand, is telling the Court you do not want to be part of any of the Settlement Class(es) or any of the settlements. If you exclude yourself, you have no basis to object because the settlements no longer affect you. Thus, you cannot both exclude yourself from the Settlement Classes and object to the settlements.

## **10. What if I am part of more than one of the Settlement Classes?**

The terms of the Settlement Agreements, including the releases of claims discussed in Paragraph 11 below and detailed at [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com), require that a class member must participate in or opt out of all classes in which it is a member. For example, if a Kansas class member also qualifies as a member of the Missouri class, that entity must either participate in both

classes (by doing nothing) or opt out of both classes (by submitting the information in paragraph 9). The Settling Defendants have not settled any claims related to purchases in Wisconsin, and any rights you may have regarding any Wisconsin purchases are unaffected by these settlements. Likewise, e prime has not settled any claims relating to purchases in Colorado, and any rights you may have regarding any Colorado purchases are unaffected by these settlements.

### **11. What am I giving up to stay in the Settlement Classes?**

Unless you exclude yourself from the Settlement Classes, you can't sue any of the Settling Defendants, or be part of any other lawsuit against any of the Settling Defendants, about the alleged misconduct or legal issues in these lawsuits.<sup>1</sup> It also means that all of the decisions by the Court will bind you. As described in the Settlement Agreements, upon the Effective Date of Settlement, each of the Releasees shall be completely released, acquitted, and forever discharged by Releasors from any and all claims, demands, actions, suits, causes of action for injuries, losses, damages, or other consequences of every nature (whether known or unknown, foreseen or unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, legal or equitable) that Releasors or any of them ever had, now has, or hereafter can, shall, or may have in any capacity (whether class, individual, direct, derivative, representative, or any other capacity) on account of, or in any way arising out of, or relating in any way to any act or omission of the Releasees or the other named defendants/alleged co-conspirators or any third-party alleged co-conspirators (or any of them) that is alleged in the Kansas or Missouri Actions up to the date of the execution of the Settlement Agreement or that could have been alleged in the Actions or in any other proceeding alleging such acts or omissions (the "Released Claims"). The Released Claims shall not impede or affect in any way the Parties' claims or defenses in the Wisconsin Actions, the Colorado Action, the Farmland Action, or the Sinclair Oil Action,<sup>2</sup> whether during the pendency of the MDL or after remand to the transferor courts. Releasors shall not, after execution of this Agreement, sue or otherwise seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct alleged in the Kansas or Missouri Actions.

The Releases and all related terms are contained in the Settlement Agreements, which are available at [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com).

## **THE SETTLEMENT APPROVAL HEARING**

### **12. When and where will the Court decide whether to approve the settlements?**

The Court will hold a Fairness Hearing **at 9:00 a.m. on Monday, August 5, 2019** at the Lloyd D. George U.S. Courthouse, U.S. District Court, District of Nevada – Las Vegas, 333 S. Las Vegas Blvd., Las Vegas, Nevada 89101. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement website for information. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlements. We do not know how long these decisions will take.

### **13. Do I have to attend the hearing?**

No. Settlement Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file or mail an objection, you don't have to come to Court to talk about it. As long as you filed or mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

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<sup>1</sup> This does not affect any claims or rights you might have related to any qualifying purchases in Wisconsin or Colorado.

<sup>2</sup> "Wisconsin Actions," "Colorado Action," "Farmland Action," and "Sinclair Oil Action" are all specifically defined in the Settlement Agreement.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in the litigation?

Yes. The Court has appointed the law firms of Polsinelli PC, Barry Law Office, LLC, and The McCallister Law Group, LLC to represent the members of the Kansas Settlement Class, and the law firms of Polsinelli PC and Barry Law Office, LLC to represent the members of the Missouri Settlement Class (collectively, "Settlement Class Counsel"). You do not have to pay Settlement Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense. The contact information for Settlement Class Counsel is as follows:

KANSAS SETTLEMENT CLASS COUNSEL		
Russell S. Jones, Jr. Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, MO 64112 rjones@polsinelli.com	Donald D. Barry Barry Law Office 5340 S.W. 17th Street P.O. Box 4816 Topeka, KS 66604 dbarry@inlandnet.net	Gary D. McCallister McCallister Law Group LLC 120 N. LaSalle St. #2800 Chicago, IL 60602 gdm@mccallisterlawgroup.com
MISSOURI SETTLEMENT CLASS COUNSEL		
Russell S. Jones, Jr. Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, MO 64112 rjones@polsinelli.com	Donald D. Barry Barry Law Office 5340 S.W. 17th Street P.O. Box 4816 Topeka, KS 66604 dbarry@inlandnet.net	

### 15. How will the lawyers be paid?

Under the terms of the Settlement Agreements, Settlement Class Counsel will ask the Court for reimbursement of a portion of the costs and expenses they incurred in pursuit of claims on behalf of the Settlement Classes, and will request an award of attorneys' fees not to exceed thirty-five percent (35%) of that portion of the Settlement Fund remaining after reimbursement of costs and expenses. Settlement Class Counsel may also request that an amount be paid to each of the Class Representatives who helped the lawyers on behalf of the whole Class (known as an "incentive award").

## THE LAWYERS REPRESENTING THE SETTling DEFENDANTS

### 16. Who represents the Settling Defendants?

<b>Williams:</b> Steven D. Soden Shook, Hardy & Bacon L.L.P. 2555 Grand Boulevard Kansas City, MO 64108	<b>Dynegy:</b> Joseph A. Fischer, III Jackson Walker L.L.P. 1401 McKinney Street, Suite 1900 Houston, TX 77010	<b>e prime:</b> Michael John Miguel McKool Smith P.C. 300 S. Grand Avenue, Suite 2900 Los Angeles, CA 90071
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## GETTING MORE INFORMATION

### 17. How do I get more information?

This notice summarizes the proposed settlements. For the precise terms and conditions of the settlement, please see the Settlement Agreements, which are available at **[www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com)** and can be obtained by contacting Settlement Class Counsel using the information listed above under Question 14.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Dated: May 17, 2019

BY ORDER OF THE COURT