

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

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

**You or your company may have purchased natural gas for your own use or consumption in Wisconsin 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 Wisconsin 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 Wisconsin may recover for the effect that the alleged conspiracy had on the prices of the natural gas they purchased. Plaintiffs allege that, as a 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: El Paso LLC (f/k/a El Paso Corporation) and El Paso Marketing Company, L.L.C. (f/k/a El Paso Merchant Energy, L.P.) (collectively, “El Paso”), and Defendant CenterPoint Energy Services, Inc. (f/k/a Reliant Energy Retail, Inc.) (“CenterPoint”).
- This is the second notice in this case. The first notice involved settlements in Kansas, Missouri, and Wisconsin with American Electric Power Company, Inc., and certain of its affiliates; Coral Energy Resources, LP, and certain of its affiliates; Duke Energy Carolinas, LLC, and certain of its affiliates; and ONEOK, Inc., and certain of its affiliates. The Court has now approved two additional settlements, for natural gas purchases in Wisconsin only, with El Paso and CenterPoint.
- 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?**

Your company may have purchased natural gas for use in Wisconsin 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?**

In addition to El Paso and CenterPoint, the Defendant companies originally sued include: American Electric Power Company, Inc. and AEP Energy Services, Inc. (collectively, “AEP”); 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”); ePrime, Inc., Xcel Energy, Inc., and Northern States Power Company (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 Wisconsin 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 a 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 the litigation is continuing?**

The Court previously approved settlements with other defendant groups: AEP, Coral, Duke, and ONEOK in Kansas, Missouri, and Wisconsin; and El Paso and CMS in Kansas and Missouri only. El Paso and CenterPoint (collectively, the “Settling Defendants”) have now agreed to settle the pending lawsuits in Wisconsin only. The Settling Defendants have reached settlements with respect to claims based on purchases in Wisconsin. This notice does not relate to any claims you might have against any of the Defendants for purchases made in Kansas, Missouri, or any state other than Wisconsin. The case is also continuing against the remaining Defendants. Additional money may become available in the future as a result of a trial or future settlements, but there is no guarantee that this will happen.

## **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 Wisconsin Settlement Class?**

Your company may be a member of the following Settlement Class:

## Wisconsin Settlement Class

The “Wisconsin Settlement Class” consists of all industrial and commercial purchasers of natural gas for their own use or consumption during the period from January 1, 2000 until October 31, 2002, and which gas was used or consumed by them in Wisconsin. Excluded from the Wisconsin 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) entities that purchased natural gas at rates approved by the Wisconsin Public Service Commission (to the extent of such purchases at such approved rates); (d) defendants and their predecessors, affiliates and subsidiaries; and (e) the federal government and its agencies.

### **7. What do the settlements provide?**

The settlements provide a total of \$29.25 million in cash, plus accrued interest (the “Settlement Fund”), before court-approved deductions for attorneys’ fees and expenses.

In addition, the Settling Defendants’ sales remain in the case for the purpose of computing damages against the remaining defendants, but those damages may be offset by credits for these settlements and settlements with other defendants that settle.

More details are in the Settlement Agreements, 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, claim forms will be distributed to Class Members for whom 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 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 Wisconsin Settlement Class?**

**A. Remain in the Wisconsin Settlement Class:** If you wish to remain a member of the Wisconsin Settlement Class, you do not need to take any action at this time.

**B. Get out of the Wisconsin Settlement Class:** 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 the Wisconsin Settlement Class and all of the settlements (you cannot exclude yourself from the settlement with one of the Settling Defendants but participate in the settlement with the other of the Settling Defendants). If you exclude yourself from the Wisconsin Settlement Class, you will not get any money from the settlements, and you may not intervene as a party plaintiff in any of the Actions.

To exclude yourself from the Wisconsin Settlement Class, 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 in Wisconsin during the Class Period by any of the entity(ies) listed in sub-parts 1) or 2) above, the names of all entities from or through whom such natural gas was purchased, an estimate of the total dollar amount paid for such natural gas in Wisconsin, and an estimate of the total volume of such natural gas purchased in Wisconsin;
- 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 of 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) The title or position of the person signing on your behalf, and a statement that the person is duly authorized to sign on your behalf; and
- 7) 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 Claims Administrator  
c/o A.B. Data, LTD.  
Exclusions  
PO Box 173001  
Milwaukee, WI 53217-8091

**C. Remain in the Wisconsin Settlement Class 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 Wisconsin Settlement Class but disagree with something about the settlement terms. You can only object if you intend to stay in the

Wisconsin Settlement Class, 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 the Wisconsin Settlement Class 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 Wisconsin Settlement Class and object to the settlements.

**10. What if I am part of the prior El Paso Settlement Classes in Kansas or Missouri?**

If you are a member of the prior settlement classes involving El Paso in Kansas and Missouri, your rights concerning those classes are not affected by this notice or these settlements. This notice concerns only the Wisconsin Settlement Class and the claims of Class Members against El Paso and CenterPoint for purchases in Wisconsin.

**11. What am I giving up to stay in the Wisconsin Settlement Class?**

Unless you exclude yourself from the Wisconsin Settlement Class, 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 Actions up to the date of the execution of the Settlement Agreements 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 do not preclude Plaintiffs from pursuing any and all claims against any defendants in the Actions other than the Settling Defendants. Likewise, the Released Claims do not impede Plaintiffs' rights to pursue claims against the non-settling Defendants to recover for the full amount of Plaintiffs' and Class Members' alleged damages as provided by applicable law.

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 it will take for the Court to make these decisions.

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

No. Settlement Class Counsel will answer any questions the Court may have. But, you are welcome

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

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.

## THE LAWYERS REPRESENTING YOU

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

Yes. The Court has appointed the law firms of Kohner, Mann & Kailas, S.C., and Polsinelli PC, to represent the members of the Wisconsin 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:

SETTLEMENT CLASS COUNSEL	
Robert L. Gegios Kohner, Mann & Kailas, S.C. 4650 N. Port Washington Road Milwaukee, WI 53212 rgegios@kmksc.com	Russell S. Jones Polsinelli PC 900 W. 48 <sup>th</sup> Place, Suite 900 Kansas City, MO 64112 rjones@polsinelli.com

### 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>The El Paso Defendants:</b> Bradley C. Weber Locke Lord LLP 2200 Ross Avenue, Suite 2800 Dallas, TX 75201 bweber@lockelord.com	<b>The CenterPoint Defendant:</b> Amy Snell ShIPLEY SNELL Montgomery LLP 712 Main Street, Suite 1400 Houston, TX 77002 asnell@shipleysnell.com
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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 settlements, 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: April 24, 2019

BY ORDER OF THE COURT

NATURAL GAS ANTITRUST SETTLEMENT  
C/O A.B. DATA, LTD.  
PO BOX 173068  
MILWAUKEE, WI 53217

PRESORTED  
FIRST-CLASS MAIL  
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**COURT-APPROVED NOTICE REGARDING  
IN RE NATURAL GAS ANTITRUST SETTLEMENT**

**DATED MATERIAL – OPEN IMMEDIATELY**