

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

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ARANDELL CORPORATION, *et al.*,

Plaintiffs,

v.

CASE NO.: 3:07-cv-00076-wmc

XCEL ENERGY, INC., *et al.*,

Defendants.

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NEWPAGE WISCONSIN SYSTEM INC.,

Plaintiff,

v.

CASE NO.: 3:09-cv-00240-wmc

CMS ENERGY RESOURCE MANAGEMENT  
COMPANY, *et al.*,

Defendants.

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**DECLARATION OF ROBERT L. GEGIOS IN SUPPORT OF  
WISCONSIN PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF WILLIAMS CLASS ACTION SETTLEMENT**

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I, Robert Gegios, being of lawful age and under penalty of perjury, hereby declare and state:

1. I make this Declaration based upon my personal knowledge and experience, in support of Plaintiffs' Motion for Preliminary Approval of the Williams Class Action Settlement in the *Arandell* and *NewPage* (Wisconsin) cases, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

2. I am counsel for Arandell Corporation, Briggs & Stratton Corporation, Carthage College, Ladish Co., Inc. (n/k/a ATI Ladish LLC), Merrick's, Inc., Verso Minnesota Wisconsin LLC (f/k/a NewPage Wisconsin System Inc., n/k/a Billerud Wisconsin LLC), and Sargento Foods, Inc., the Plaintiffs and proposed class representatives in *Arandell* and *NewPage* (Wisconsin).

3. I am licensed to practice law in the State of Wisconsin. I am also admitted to practice before the United States Supreme Court, the United States Court of Appeals for the Fifth, Seventh, Ninth and Federal Circuits, and the United States District Courts for the Eastern and Western Districts of Wisconsin, the Northern District of Illinois, and the Northern District of Texas. I am a shareholder with the law firm, Kohner, Mann & Kailas, S.C. I have substantial experience in litigating antitrust cases and class actions. KMK, along with our co-counsel, has more than adequate resources to litigate the claims brought in these actions. A copy of my biography that appears on our firm's website is attached.

4. Attached hereto as Exhibit 1 is a true and correct copy of the Williams Settlement Agreement, with the exception of the supplemental agreement.

5. Attached hereto as Exhibit 2 is a true and correct copy of the current Fee Agreement(s) with the Wisconsin Class Plaintiffs.

6. Attached hereto as Exhibit 3 is a true and correct copy of the Long Form Notice for class members.

7. Attached hereto as Exhibit 4 is a true and correct copy of the Short Form Notice for class members.

8. In this litigation, Plaintiffs have alleged that Defendants' price manipulation began approximately on January 1, 2000, and continued in many respects until at least October 21, 2002. Plaintiffs have alleged, and their experts' work has confirmed, that Defendants' actions resulted in

class members paying excessive prices for natural gas. The manipulation was carried out through agreements to falsely report prices and volumes to trade publications that generated price indexes, conducting wash trades and churning activities. The manipulative conduct was facilitated in several ways, including oral communications, face-to-face meetings, electronic communications, trading platforms, and other means.

9. The Williams settling Defendant Group and their employees, as with other Defendant Groups and their employees, have also entered into Consent Decrees relating to these same allegations during the same time frames, including:

i. Williams:

- a. Consent Decree with the Commodity Futures Trading Commission, paying fine of \$20,000,000.
- b. Deferred Prosecution Agreement with the Department of Justice, paying \$50,000,000.
- c. Williams Employees:
  1. Daryl Brown- Plea entered into with the Department of Justice.
  2. Brion Scott McKenna- Plea entered into with the Department of Justice.
  3. Thomas Pool- Plea entered into with the Department of Justice.
  4. Scott Thompson- Plea entered into with the Department of Justice.

ii. El Paso:

- a. Consent Decree with the Commodity Futures Trade Commission, paying fine of \$20,000,000.
- b. El Paso Employees:
  1. Christopher Bakkenist- Plea entered into with the Department of Justice.
  2. Donald Burwell- Plea entered into with the Department of Justice.
  3. Dallas Dean- Plea entered into with the Department of Justice.
  4. Todd Geiger- Plea entered into with the Department of Justice.
  5. Donald Guilbault- Plea entered into with the Department of Justice
  6. William Ham- Plea entered into with the Department of Justice.
  7. Greg Singleton- Convicted and sentenced to 28 months.
  8. James Patrick Phillips- Convicted and sentenced to 135 months.
  9. Wesley C. Walton- Convicted and sentenced to 135 months.
  10. James Brooks- Convicted and sentenced to 168 months.

iii. Reliant Group:

- a. Consent Decree with Commodity Futures Trading Commission, paying fine of \$18,000,000.
- b. Deferred Prosecution Agreement with the Department of Justice, paying fine of \$36,000,000 less credit for FERC settlement.
- c. Stipulation and Consent Agreement with the Federal Energy Regulatory Commission, paying a fine of \$13,800,000.
- d. Cease and Desist Order with the Securities Exchange Commission.
- e. Reliant Employees:
  1. Jerry Futch- Convicted and sentenced to 57 months.
  2. Eddie Meche- Cease and desist with SEC.

iv: AEP:

- a. Consent Decree with the Commodity Futures Trading Commission, paying a fine of \$30,000,000.
- b. Deferred Prosecution Agreement with the Department of Justice, paying a fine \$30,000,000.
- c. Stipulation and Consent Agreement with the Federal Energy Regulatory Commission, paying a fine of \$21,000,000.
- d. AEP Employees:
  1. John Baggett- Plea entered into with the Department of Justice.
  2. Joseph Foley- Plea entered into with the Department of Justice and Consent Order entered into with the Commodity Futures Trading Commission.
  3. Michael Hoover- Plea entered into with the Department of Justice.

v. Coral:

- a. Consent Decree with the Commodity Futures Trading Commission, paying fine of \$30,000,000.
- b. Stipulation and Consent Agreement with the Federal Energy Regulatory Commission, paying a fine of \$3,500,000.
- c. Coral Employees:
  1. Anthony DiZona- Jury verdict that DiZona manipulated prices.
  2. Kelly Dyer- Plea entered into with the Department of Justice.
  3. Robert Harp- Plea entered into with the Department of Justice.
  4. Denette Johnson- Plea entered into with the Department of Justice.
  5. Courtney Cubbison Moore- Plea entered into with the Department of Justice.
  6. John Tracy- Plea entered into with the Department of Justice.

vi: Duke:

- a. Consent Decree with the Commodity Futures Trading Commission, paying fine of \$28,000,000.
- b. Cease and Desist Order with the Securities and Exchange Commission.
- c. Duke Employees:
  1. Brian Lavielle- Plea entered into with the Department of Justice.
  2. Michael Whitney- Consent Decree with the CFTC.

vii: Dynegy:

- a. Consent Decree with the Commodity Futures Trading Commission, paying fine of \$5,000,000.
- b. Cease and Desist Order with Securities and Exchange Commission, paying fine of \$3,000,000.
- c. Dynegy Employees:
  1. Michelle Valencia- Convicted and sentenced to 57 months.

vii: Xcel:

- a. Consent Decree with Commodity Futures Trading Commission, paying fine of \$16,000,000.

viii: CMS:

- a. Consent Decree with the Commodity Futures Trading Commission, paying fine of \$16,000,000.
- b. CMS Employees:
  1. Jeffrey Bradley- Consent Decree with the CFTC.
  2. Robert Martin- Consent Decree with the CFTC.
  3. Preston Hopper- Cease and Desist with SEC.
  4. Tamela Pallas- Cease and Desist with SEC.

10. Defendants have filed numerous dispositive motions (at least 36 motions were filed in the Wisconsin Actions alone) that have thus far resulted in four separate appeals to the U.S. Circuit Court for the Ninth Circuit and two petitions for *certiorari* (one accepted) to the U.S. Supreme Court.<sup>1</sup> All of these appeals have been decided in favor of Plaintiffs.

11. Plaintiffs' class motions are supported by detailed expert analysis of the antitrust impact of the natural gas price-fixing conspiracy alleged in this case on Wisconsin Class Members.

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<sup>1</sup>See defendants' petition for *certiorari* (granted, SCOTUS Case No. 13-271) regarding preemption as to all defendants (*OneOk, Inc. v. Learjet, Inc.*, U.S., 575 U.S. 373, 135 S. Ct. 1591 (2015)), and the AEP defendants' petition for *certiorari* (denied, SCOTUS Case No. 14-1) regarding personal jurisdiction as to that defendant group only.

12. The parties have actively participated in extensive discovery for many years in this litigation. Plaintiffs have submitted responses to hundreds of interrogatories, requests for production of documents and requests for admissions. Altogether, Wisconsin Class Counsel has reviewed and indexed well over one million documents. Defendants have also produced more than 250,000 audio wave files, containing recorded conversations of their natural gas traders' telephone lines, recorded between January 1, 2000, and October 31, 2002, to which Wisconsin Class Counsel has listened. Wisconsin Class Counsel has responded to dozens of contention interrogatories in which they identified massive amounts of evidence collected throughout discovery, including documents, audio tapes, deposition testimony and information in public domain supporting their claims. Counsel have also traveled to and appeared at monthly status hearings before the MDL Court over the last decades.

13. The parties have prepared for and taken, and produced clients for, more than 160 fact depositions.

14. The parties have prepared for and participated in at least 18 expert depositions.

15. Plaintiffs and Wisconsin Class Counsel have a solid grasp of the factual and legal issues in each of these cases against Defendants.

16. I was personally involved in the negotiating of the Williams Settlement. Before entering into the Williams Settlement, Wisconsin Class Counsel thoroughly evaluated the law and facts to assess the merits of Plaintiffs' claims as well as the merits of Williams's defenses. Wisconsin Class Counsel has retained and consulted with experts concerning fact discovery, the merits of the claims and defenses raised in this litigation, and concerning recoverable damages. Wisconsin Class Counsel considered the benefits to the Wisconsin Class to be obtained under the

Williams Settlement, as well as the expense, burdens, and uncertainties associated with continuing litigation.

17. The Williams Settlement reached in this case was the product of intense, arms-length negotiations over the years involving multiple experienced and informed counsel on both sides, several prior mediations, and direct party-to-party negotiations.

18. After the Williams Settlement, the allegations of Williams's alleged conspiratorial conduct and sales remain in the case for purposes of proving liability and computing damages against the remaining Defendants.

19. In an effort to obtain an estimate number of potential Wisconsin Class members, Plaintiffs have looked to the United States Energy Information Agency ("EIA"). That Agency reported that between 2000 and 2002, Wisconsin had thousands of commercial class members and industrial class members of natural gas in that time frame.

20. Plaintiffs have alleged and provided substantial evidence that Defendants participated in a nationwide price manipulation conspiracy that resulted in increased prices for natural gas being sold across the country. The claims of the Plaintiffs and the Wisconsin Class members arise from the same price manipulation conduct engaged in by the Defendants, and the claims of the named Plaintiffs and the Wisconsin Class members are the same (violation of Wisconsin's antitrust laws).

21. As this Court and the MDL Court have previously approved in connection with previous settlements in the Wisconsin Actions, the settlement proceeds will be distributed within the Wisconsin Class to claiming Wisconsin Class Members on a pro rata basis according to the volume of each claiming Wisconsin Class Member's purchases.

22. The contingency fee agreements entered into between Wisconsin Class Counsel and Plaintiffs provide for reimbursement for actual expenses incurred to date as a first step in settlement distribution. Counsel seeks to recover in this Settlement the expenses they have incurred from February 1, 2020, through September 30, 2022.

23. None of the expenses or fees has been fronted or paid by Plaintiffs, and none will be owed outside of any settlement or verdict.

24. The Williams Settlement does not reduce the Wisconsin Class's potential total recovery because it preserves the class members' ability to recover additional damages from the remaining co-conspirator Defendants based on Williams's conduct and sales under a joint and several liability theory, thus allowing for greater recovery for the Plaintiffs at trial.

25. Counsel has engaged in an extensive investigation and analysis of entities experienced in handling the administration of class actions. Based on that analysis, Counsel recommends that AB Data, Ltd. ("AB Data") serve as class administrator. AB Data is a national firm with significant experience in notice and claims administration. AB Data has administered the CMS, El Paso and CenterPoint Class Settlements in the Wisconsin Actions. AB Data will be conducting the following activities, among other needs: handling long and short form notices, managing the websites, staffing dedicated informational telephone lines, and communicating and documenting opt-outs, objections and correspondence. Based upon discussions to date, Plaintiffs recommend the retention of AB Data. As with prior settlements approved by this Court, Plaintiffs seek an allowance for administrative fees, not to exceed \$100,000, of which no more than \$50,000 will be incurred in the notice, exclusion and objection process, before final approval.

26. The Wisconsin Class has seven named Plaintiffs: Arandell Corporation, Merrick's, Inc., Sargento Foods, Inc., Ladish Co., Inc. (n/k/a ATI Ladish LLC), Carthage College, Briggs &



Stratton Corporation, and Verso Minnesota Wisconsin LLC (f/k/a NewPage Wisconsin System Inc., n/k/a Billerud Wisconsin LLC), as Class Plaintiffs for the Wisconsin Actions.

27. Based upon the substantial work they performed and the long expanse of years (going back to 2006) during which their work has occurred, Plaintiffs request that this Court grant a commensurate service award for each particular Plaintiff in such amount as this Court deems appropriate.

28. Plaintiffs propose that a long form notice in the form attached as Exhibit 3 hereto be furnished to each Wisconsin Class Member who may, using reasonable efforts, be identified. Plaintiffs are able to identify significant numbers of potential Wisconsin Class Members by references to customer information produced by Defendants, documents and information produced by local natural gas distribution companies, and nitrogen oxide emissions reports filed with the EPA and EIA, which identify those entities who burn natural gas. Plaintiffs also identified additional Class Members through the extensive notification efforts utilized in connection with prior settlements.

29. Plaintiffs propose that a short form notice in the form attached as Exhibit 4 hereto published in major newspapers of general circulation in Wisconsin, and that both notices, along with the Settlement, be posted on a website accessible to class members.

30. The short form notice will be published after the long form notices are furnished to known potential class members.

31. Plaintiffs therefore propose, as was the case in all their prior settlements in this Court and the MDL Court, that Settlement funds be allocated on a pro rata basis with the Wisconsin Class based on the volume of each claiming class member's purchase(s) of natural gas in proportion to the total volume of accepted claims filed by all members in the Wisconsin Class. In

determining the pro rata allocation of Settlement funds, claiming class member's purchases will be valued according to the proportionate volume purchased of natural gas. The resulting percentages will be multiplied against the net Settlement fund for the Wisconsin Class (total Settlement minus all expenses, attorneys' fees and incentive awards) to determine each electing claimant's pro rata share of the Settlement fund.

32. Our firm's attorneys fully understand and have complied with their legal and ethical duties to all proposed class members in the Wisconsin Class.

33. I have undertaken the lead role in every aspect of the Wisconsin cases since the inception in 2006, including investigating the claims presented, preparing pleadings, addressing the needs of and communications with the Wisconsin Plaintiffs (who have been active participants in this litigation), all aspects of discovery (substantial written discovery by both sides and taking and defending many depositions); extensive pretrial motion practice; working with numerous experts; participating in many court proceedings and arguments in district courts in Wisconsin, Nevada and other states; achieving favorable results from the United States Court of Appeals for the Ninth Circuit and the United States Supreme Court (on defendants' two separate petitions for *certiorari* arising out of the same Ninth Circuit decision, based on separate Wisconsin briefing prepared and submitted by our firm); and handling extensive mediation and settlement conferences and negotiations. Based on my many years of personal involvement as lead counsel in the Wisconsin litigation (beginning with the first filing in 2006), it is my professional opinion and belief the settlement achieved by the Wisconsin Class far exceeds the "fair, adequate and reasonable" standard required for the Court's approval.

34. Our firm undertook its representation of the Wisconsin Plaintiffs, which began in 2006, entirely on a contingent fee and expense basis. The Wisconsin Plaintiffs retained counsel

based upon the terms of written Contingent Fee Agreements providing for attorneys' fees in the amount of thirty-five (35%) percent of funds recovered for the Classes, after reimbursement of costs and expenses, for services rendered in the Wisconsin cases. The aggregate gross class recoveries in the Wisconsin Actions after the Williams's settlement will be \$76,750,000. The aggregate expenses by the Wisconsin Class Counsel (through September 30, 2022) are approximately \$3,010,000. Utilizing the same 35% net fee recovery approved in the seven earlier Wisconsin class settlements would provide Wisconsin Class Counsel with a net fee recovery of approximately one-third (33.5%) of all gross class recoveries to date.

35. Through September 30, 2022, our firm has reasonably advanced expenses, exclusively for the purposes of litigating the Wisconsin cases, of more than \$820,000, including expenses related to experts and consultants, substantial discovery work, many court hearings and conferences, extensive travel, and document and data management needs. The amount of our firm's expenses for which reimbursement is sought from the Williams Settlement is not to exceed \$20,000, representing our firm's expenses incurred from February 1, 2020, through September 30, 2022. We will provide further itemization and a final figure at the final approval stage.

36. The reasonable fee value of our firm's time for the considerable work effort performed by our professionals exclusively for the purpose of litigating the Wisconsin cases over the last decade (from inception of our services to the Wisconsin Plaintiffs in 2006 through January of this year) exceeds \$26,000,000.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and that this declaration was executed at Milwaukee, Wisconsin, this 21<sup>st</sup> day of October, 2022.

/s/ Robert L. Gegios  
Robert L. Gegios

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

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CMS ENERGY RESOURCE MANAGEMENT  
COMPANY, et al.,

Defendants.

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**CLASS ACTION SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this 21<sup>st</sup> day of October, 2022, (the “Effective Date”) by and between The Williams Companies, Inc., Williams Merchant Services Company LLC (f/k/a Williams Merchant Services Company, Inc.), and WPX Energy Marketing, LLC (f/k/a Williams Power Company, Inc.) (collectively “Williams”), and plaintiff class representatives Arandell Corporation (“Arandell”), Briggs & Stratton Corporation (“Briggs”), Carthage College (“Carthage”), ATI Ladish LLC (f/k/a Ladish Co., Inc.) (“Ladish”), Merrick’s, Inc., (“Merrick’s”), Verso Minnesota Wisconsin LLC (f/k/a NewPage Wisconsin System Inc., n/k/a Billerud Wisconsin LLC) (“NewPage”), and Sargento Foods, Inc. (“Sargento”) (collectively hereinafter, “Plaintiffs”), both individually and on behalf of the Class, as more particularly defined in Paragraph 1 of this Agreement. Plaintiffs and Williams are each referred to herein as a “Party,” and are collectively referred to herein as the “Parties.”

WHEREAS, Plaintiffs are prosecuting individual and putative class actions identified in the above-captioned actions now pending in the United States District Court for the Western District of Wisconsin (the “Wisconsin Actions”);

WHEREAS, the Wisconsin Actions were formerly centralized, along with several other actions, before the United States District Court for the District of Nevada as part of MDL No. 1566 (the “Related Actions”);

WHEREAS, Plaintiffs allege that Williams participated in an unlawful conspiracy to manipulate natural gas price indices in violation of the antitrust laws of the State of Wisconsin;

WHEREAS, Williams denies Plaintiffs’ allegations and has asserted defenses to Plaintiffs’ claims;

WHEREAS, Plaintiffs have conducted an investigation into the facts and the law regarding the Wisconsin Actions and have concluded that resolving claims against Williams according to the terms set forth herein is in the best interest of Plaintiffs and the putative class members;

WHEREAS, Williams, despite its belief that it is not liable for the claims asserted and has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Williams, based on the allegations of the Wisconsin Actions, as more particularly set out below;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Wisconsin Actions be settled, compromised, and dismissed on the merits with prejudice as to Releasees, as defined below, and except as hereinafter provided, without costs as to Plaintiffs, the putative class members, or Williams, subject to the approval of the United States District Court for the Western District of Wisconsin (the “Court”), on the following terms and conditions:

A. **Definitions.**

1. “**Wisconsin Class**” is defined as follows:

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 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.

2. “**Class Period**” is defined as the period from January 1, 2000 through October 31, 2002.

3. “**Class Member**” means each member of the Wisconsin Class who does not timely and properly elect to be excluded from the Wisconsin Class in accordance with the procedure set forth in the Class Notice of settlement approved by the Court.

4. “**Class Notice**” means the written notice of the settlement set forth in this Agreement to be provided to the members of the Wisconsin Class, in conformity with the provisions set forth in Section E of this Agreement.

5. “**Releasors**” means the individual Plaintiffs (the named representatives of the Wisconsin Class) and each of the Class Members, on behalf of themselves and any person or entity claiming by or through them as, including without limitation, their respective predecessors, successors, and assigns; and their past and present officers, directors, employees, agents, principals, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, insurers, and all other persons or entities with whom any of the foregoing have been, or are now, affiliated, and the predecessors, successors, heirs, executives, administrators, and assigns of any of the foregoing.

6. “**Releasees**” means, jointly and severally, individually and collectively, The Williams Companies, Inc., Williams Merchant Services Company LLC (f/k/a Williams Merchant Services Company, Inc.), and WPX Energy Marketing, LLC (f/k/a Williams Power Company, Inc.), and all

of their respective past and present, direct and indirect, parents, subsidiaries, and affiliates and the predecessors, successors, and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. “Releasees” does not include any other named defendant in the Wisconsin Actions or their successors.

7. “**Released Claims**” is defined in Paragraph 17 of this Agreement.

8. “**Settlement Amount**” means the sum of US \$12,000,000.00.

9. “**Settlement Fund**” is defined in Paragraph 19 of this Agreement.

**B. Approval of Agreement and Final Judgment.**

10. Plaintiffs and Williams shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) and to secure the prompt, complete, and final dismissal with prejudice of the Wisconsin Actions as to Williams.

11. The Parties to this Agreement contemplate and agree that, prior to final approval of the settlement contemplated by this Agreement, Plaintiffs will give appropriate notice to Class Members of (1) the settlement; and (2) a hearing at which the Court will consider the approval of this Agreement (the “Fairness Hearing”). Additionally, not later than 10 days after a motion for preliminary approval of this Agreement is filed with the Court as provided herein, Williams shall serve such notices of the proposed settlement as may be required pursuant to 28 U.S.C. § 1715(b).

12. Within thirty (30) days after the Effective Date of this Agreement, Plaintiffs shall submit to the Court a motion for preliminary approval of this Agreement, asking the Court to certify the Wisconsin Class solely for settlement purposes and to authorize dissemination of notice of the settlement and final judgment contemplated by this Agreement to all prospective Class Members (the “Motion”). The Motion shall include a proposed form of, method for, and date of

dissemination of the Class Notice, the text of which shall be agreed upon by Plaintiffs and Williams before submission of the Motion, with the understanding that, among other things, that the Class Notice shall be mailed by regular mail or email, with appropriate notice by publication (in the event required by the Court), with all expenses paid from the Settlement Fund subject to the provisions of Paragraphs 20 and 21. The Motion shall recite and ask the Court to find that the mailing and/or emailing of the Class Notice to all members of the Wisconsin Class who can be identified upon reasonable effort, and publication notice if required by the Court, constitutes valid, due and sufficient notice to all members of the Wisconsin Class, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and due process. The Motion shall also ask the Court to preclude any putative Wisconsin Class members who request exclusion from the Class from intervening as party plaintiffs in any of the Wisconsin Actions (without affecting those members' ability to exercise their rights under Fed. R. Civ. P. 23 or the Class Notice), and include a proposed form of order and final judgment, the text of which is agreed between Plaintiffs and Williams and attached hereto as Exhibit 1 (the "Final Judgment Order").

13. The Parties to this Agreement stipulate, solely for purposes of this settlement, that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure for certification of the Wisconsin Class for settlement purposes, are satisfied. If, for any reason, this Agreement is terminated, or for any reason does not become Final as defined in Paragraph 14, any certification of the Wisconsin Class for settlement purposes under this Agreement shall automatically be vacated, *nunc pro tunc*. In such case, neither this Agreement nor any preliminary or final order of the Court certifying the Wisconsin Class will be binding on or of prejudice to any of the Parties, the Parties shall revert to their respective positions before this Agreement was executed and expressly reserve all of their rights and preserve all applicable defenses, the Wisconsin Actions shall proceed as though the Wisconsin Class under this Agreement had never been certified, Williams may oppose and assert all objections to



certification of any class or subclass by any party to the Wisconsin Actions, and the prior existence of this Agreement shall not be admissible in connection with the Court's consideration of certification of any litigation class.

14. This Agreement shall become "Final" when (i) the Court has entered a final order certifying for settlement purposes the Wisconsin Class and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment (the proposed form of which is attached hereto as Exhibit 1) dismissing the Wisconsin Actions with prejudice as to Williams against all Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Williams described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Williams have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Plaintiffs and Williams have executed this Agreement, Plaintiffs and Williams shall be bound by its terms and this Agreement shall not be terminated or rescinded except in accordance with Paragraphs 34 or 35 of this Agreement.

15. Neither this Agreement (whether or not it becomes Final) nor the Final Judgment Order, nor any and all negotiations, documents, and discussions associated with them, shall be deemed or construed to be an admission by the Releasees or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by the Releasees, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Wisconsin Actions or any other similar action filed hereafter. Evidence of this Agreement (whether or not it becomes Final) and the final judgment (if one is entered) shall not be discoverable or used directly or indirectly, in any way, whether in the Wisconsin Actions or in any other action or proceeding. This Agreement is not admissible as evidence, nor as an admission, of the propriety of certification of

any litigation class in any other action or proceeding, including the Wisconsin Actions. All communications between the Parties pertaining to the settlement contemplated by this Agreement, or to this Agreement, are confidential settlement communications inadmissible under Rule 408 of the Federal Rules of Evidence and any and all other applicable laws. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any of the settling parties shall be referred to, offered as evidence, received in evidence, or used in any respect in any pending or future civil, criminal, or administrative action or proceedings, including the Wisconsin Actions, by any person or entity including the Plaintiffs and non-settling defendants in the Wisconsin Actions, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. The provisions of this Paragraph shall survive and continue to apply to each Party, even if the Court does not approve the Agreement or if the Court's approval of the Agreement is set aside, if Williams terminates the Agreement pursuant to the provisions of Paragraph 35 of this Agreement, or if the Agreement does not become Final for any other reason.

16. Once Final under paragraph 14 herein, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims. Williams and Plaintiffs agree that for any such proceeding, any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding. Williams and Plaintiffs further agree that the settlement may be pleaded as necessary for the purpose of enforcing the Agreement.

**C. Release, Discharge, and Covenant Not to Sue.**

17. In addition to the effect of any final judgment entered in accordance with this Agreement, in consideration of payment of the Settlement Amount into the Settlement Fund in accordance with Paragraph 19, and whether or not any Class Member objects to this settlement or claims or receives any amount from the Settlement Fund, upon this Agreement becoming Final as

set out in Paragraph 14 of this Agreement, 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 Wisconsin Actions up to the date of the execution of this Agreement or that could have been alleged in the Wisconsin Actions or in any other proceeding alleging such acts or omissions (the “Released Claims”). The Released Claims shall not preclude Plaintiffs from pursuing any and all claims against any defendants in the Wisconsin Actions other than the Releasees. Likewise, the Released Claims shall not impede Plaintiffs’ rights to pursue claims against any non-settling defendant, other than the Releasees, to recover the full amount of Plaintiffs’ and Class Members’ alleged damages and recoveries as permitted by applicable law. Releasors shall not, after execution of this Agreement, sue or otherwise seek to establish liability against any Releasees based, in whole or in part, upon any of the Released Claims or conduct alleged in any of the Wisconsin Actions.

18. Each Plaintiff represents and warrants that at the time of execution of this Agreement, (i) it is the sole legal and beneficial owner of all Released Claims, (ii) it has the sole right to settle and release the Released Claims without giving notice to or obtaining the consent of any other person or entity, (iii) it has not assigned, transferred, encumbered, or pledged the Released Claims, and (iv) the person executing this Agreement on its behalf is duly authorized and empowered to do so.

**D. Settlement Fund; Escrow Account; Allocation; Costs of Administration; Attorney Fees and Expenses.**

19. Subject to the provisions hereof, and in full, complete, and final settlement of the Wisconsin Actions as provided herein, Williams shall pay the Settlement Amount of US \$12,000,000.00 in two (2) installments: \$6,000,000.00 to be paid within twenty-one (21) days of the Court's entry of an Order granting Preliminary Approval of the Settlement, and \$6,000,000.00 to be paid within fourteen (14) days of an Order granting Final Approval of the Settlement becoming final and no longer subject to appeal, as provided in Paragraph 14 of this Agreement. The Settlement Amount is not allocated to particular Plaintiffs or individual claims, but is paid in settlement of all claims in the Wisconsin Actions. The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 20 of this Agreement (the "Escrow Account"), and when so paid, shall be deemed to constitute the "Settlement Fund," Williams shall not incur any costs or expenses under this Agreement after paying the Settlement Amount as and when required by this Paragraph.

20. Escrow Account.

(a) The Escrow Account will be established at Huntington National Bank, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Plaintiffs' counsel ("Class Counsel") and Williams, such escrow to be administered under the Court's continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard and Poor's, invested substantially in

such instruments. The Escrow Agent shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates.

(c) All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order of the Court.

(d) Plaintiffs and Williams agree to treat the Settlement Fund as being at all times a qualified settlement fund within the meaning of Treas. Reg. §1.468B-1. The Parties agree that they will cooperate in the filing of any pleadings necessary to ensure that the Escrow Account qualifies for treatment as a qualified settlement fund under Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 20, including the relation-back election (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be the Escrow Agent. The Escrow Agent or its designee shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in Paragraph 20(d)) shall be consistent with Paragraph 20(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest

or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 20(f) hereof.

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Williams or any other Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 20(d) through 20(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 20(f) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither Williams, its respective counsel, nor any other of the Releasees shall have any liability or responsibility for the Taxes or the Tax Expenses. Plaintiffs and Williams agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 20(d) through 20(f).

(h) If (i) all the conditions are not met for this Agreement to become Final as defined in Paragraph 14 of this Agreement, (ii) the Wisconsin Actions are not certified as class actions for settlement purposes, (iii) this Agreement is rescinded in accordance with

Paragraph 34 hereof, or (iv) this Agreement is terminated in accordance with Paragraph 35 hereof, then all amounts paid by Williams into the Settlement Fund (other than costs theretofore expended in accordance with Paragraph 21) shall within thirty (30) calendar days be returned to Williams from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

21. Williams agrees to permit the use of a maximum of US \$100,000 of the Settlement Fund toward notice to the Wisconsin Class and the costs of administration of the Settlement Fund. For purposes of this limitation, the costs of administration include the fees and expenses charged by a qualified settlement administrator that Class Counsel, with the consent of Williams, shall engage to assist with notice to the Wisconsin Class and processing of any requests for exclusion or objections (the "Settlement Administrator"). The costs of Class Notice and claims administration shall be prorated among all settlements which are the subject of Class Notice, based on the dollar amounts of such settlements. The amount actually expended for notice and administration expenses of the Settlement Administrator, up to a maximum of US \$100,000 in notice and administration expenses, is not recoverable by Williams if this Agreement does not become Final. The Parties acknowledge that additional administration expenses will be necessary in the event this Agreement becomes Final for claims notification, claims processing, and distribution of Settlement Funds to members of the Wisconsin Class. The Parties agree that any such post-approval expenses shall be paid from the Settlement Fund. Except as provided in this paragraph, Williams shall not be liable for any of the costs or expenses for notice of settlement or for administration of the Settlement Fund.

22. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against Releasees of all Released Claims, and shall have no other recovery from any of the Releasees. Specifically, and without limitation, neither Releasors, their respective attorneys, experts, consultants, agents, advisors, or representatives, nor any other person or entity, shall have

or claim any other recovery from or against Williams or any other Releasee with respect to any Released Claims.

23. Plaintiffs and Williams agree and acknowledge that nothing paid pursuant to this Agreement constitutes or shall in any way be deemed a payment of a penalty or a fine of any kind. All payments made by Williams pursuant to this Agreement constitute compensation to the Plaintiffs and members of the Wisconsin Class for the Released Claims. Neither the Parties nor their counsel make any representation as to the tax liability, if any, associated with the payments made pursuant to this Agreement.

24. After this Agreement becomes Final within the meaning of Paragraph 14, the Settlement Fund shall be allocated and distributed in accordance with a plan to be submitted at the appropriate time by Plaintiffs, subject to approval by the Court. In no event shall any Releasees have any responsibility, financial obligation, or liability whatsoever with respect to the allocation or distribution of the Settlement Fund as between or among the Plaintiffs, the Class Members, and/or Class Counsel, or with respect to the investment, distribution, or administration of the Settlement Fund (except as provided in Paragraph 21 of this Agreement, solely with respect to costs of administration).

25. Plaintiffs may include in the Motion a request for each of the Plaintiffs to receive an incentive award as additional compensation for their commitment as class representatives for the Wisconsin Class. This incentive award would be paid out of the Settlement Fund, and would be paid in addition to each Plaintiff's proportionate share of the remaining Settlement Fund.

26. Class Counsel's Attorneys' Fees and Reimbursement of Expenses.

(a) Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for distribution to them from the Settlement Fund, and Williams shall not oppose such application for: (i) an award of attorneys' fees not in excess of 35% of the Settlement Fund; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Wisconsin Actions, plus interest on such attorneys' fees, costs and



expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the “Fee and Expense Award”). Class Counsel reserve the right to make additional applications for fees and expenses incurred.

(b) The Fee and Expense Award, as approved by the Court, shall be paid solely from the Settlement Fund. After this Agreement becomes Final within the meaning of Paragraph 14, the Fee and Expense Award shall be paid to Class Counsel within ten (10) business days. Class Counsel shall allocate the attorneys’ fees among themselves in a manner which they in good faith believe to reflect the contributions of such counsel to the prosecution and settlement of the Wisconsin Actions.

(c) The procedure for and the allowance or disallowance by the Court of the application by Class Counsel for attorneys’ fees, costs, and expenses to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, affect any other provision of this Agreement, or affect or delay the finality of the judgment approving the settlement.

(d) Class Counsel shall look solely to the Settlement Fund to be paid, reimbursed, or indemnified, if and as approved by the Court, for any and all attorneys’ fees, costs, or expenses of litigation, and none of the Releasees under this Agreement shall have any responsibility or liability whatsoever with respect to any payment to Class Counsel of any Fee and Expense Award in the Wisconsin Actions. Specifically, and without limitation, Releasees shall not be liable for, and Class Counsel shall make no claim against Releasees for: (i) attorneys’ fees; (ii) fees and expenses of expert witnesses and consultants; (iii) costs and expenses associated with discovery, motion practice, hearings before the Court, or any Special Master; (iv) trials; (v) appeals; or (vi) Plaintiffs’ mediation, negotiation,

documentation, consummation, or administration of any other settlements, other than as described in Paragraph 21 herein.

(e) Releasees under this Agreement shall not have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Class Counsel, and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Wisconsin Actions.

**E. Class Notice; Exclusions and Objections.**

27. The Class Notice shall give notice to all members of the Wisconsin Class of this settlement and all other settlements Plaintiffs enter into with any other defendant in the Wisconsin Actions prior to submission of the Class Notice to the Court for approval. Plaintiffs and Williams shall agree to the form and content of the Class Notice prior to submission of such Class Notice to the Court for approval.

28. The Class Notice shall provide for a right of any person or entity to be excluded from the Wisconsin Class. The Class Notice also shall provide that any Class Member who does not request exclusion from the Wisconsin Class has the right to object to the settlement contemplated by this Agreement.

29. Exclusions.

(a) Any person or entity seeking exclusion from the Wisconsin Class must submit a timely and proper written request for exclusion as provided in Paragraph 29(b). To be valid, a request for exclusion must request exclusion from all of the settlements that are the subject of the Class Notice (*i.e.*, it is not permitted to exclude oneself from this settlement with Williams, but remain a Class Member for purposes of another settlement that is the subject of the Class Notice). Any person or entity that submits a valid request for exclusion shall be excluded from the Wisconsin Class and shall have no rights with respect to this settlement with Williams or any other settlement that is the subject of the Class Notice.

(b) A request for exclusion must be in writing and must be mailed to Class Counsel or to the Settlement Administrator at the address provided in the Class Notice and postmarked (or mailed by overnight delivery) no later than twenty-one (21) days prior to the date set for the Fairness Hearing or any other applicable deadline set by the Court. A request for exclusion must also: (i) state the name, address, and phone number of the person or entity seeking exclusion; (ii) state all trade names or business names and addresses that the person or entity (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; (iii) with respect to natural gas purchased, used, or consumed within Wisconsin during the Class Period by any of the persons and entities described in sub-part (ii) above, identify all entities from or through whom such person or entity purchased natural gas, and state an estimate of the total dollar amount paid for such natural gas; (iv) include the case name of the Wisconsin Actions (*In re Arandell Corporation, et al v. Xcel Energy, Inc., et al.*; 3:07-cv-00076-wmc; *NewPage Wisconsin System Inc. v. CMS Energy Resource Management Company et al.*, 3:09-cv-00240-wmc); (v) include 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 Wisconsin Actions;” and (vi) in the case of an entity, identify the title or position of the person signing on behalf of such entity, state that such person is duly authorized to sign on behalf of such entity, and be signed by such person. A request for exclusion that does not strictly comply with all of the requirements set forth in this Paragraph shall be invalid, and every person or entity submitting such an invalid request shall be a Class Member, and shall be bound by this Agreement if approved by the Court.

(c) Class Counsel shall immediately forward complete copies of all requests for exclusion, as they are received, to counsel for Williams. Class Counsel shall, within five (5) days after the Court-ordered deadline for timely requests for exclusion from the Wisconsin

Class, cause to be provided to counsel for Williams a complete list of all entities which timely and properly requested to be excluded from the Wisconsin Class.

(d) Class Counsel and the individual Plaintiffs (Arandell, Briggs, Carthage, Ladish, Merrick's, NewPage, and Sargento) represent and warrant that they will not request exclusion from the Wisconsin Class nor encourage or advocate for any other class member to seek exclusion from the Wisconsin Class.

(e) To the extent permitted by the Court, the Parties agree that any entity which has timely and properly excluded itself from the Wisconsin Class shall be permitted to apply to the Court for good cause shown to re-enter the Wisconsin Class prior to final approval of the settlement classes, with the same rights and obligations under this Agreement as the Class Members.

30. Any entity which has not requested exclusion from the Wisconsin Class and who objects to the settlement may appear, at that party's own expense, at the Fairness Hearing to present any evidence or argument that the Court deems proper and relevant. However, no such party shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such party shall be received and considered by the Court, unless such party properly submits a written objection that includes: (a) a notice of intention to appear; (b) proof of membership in the Wisconsin Class; and (c) the specific grounds for the objection and any reasons why such party desires to appear and be heard, as well as all documents or writings that such party desires the Court to consider. Such a written objection must be both filed with the Court no later than thirty (30) days prior to the date set for the Fairness Hearing and mailed to Class Counsel or the Settlement Administrator and also to counsel for Williams at the addresses provided in the Class Notice and postmarked (or mailed by overnight delivery) no later than thirty (30) days prior to the date of the Fairness Hearing. In order to address the possibility that objectors may fail to mail objections to both sides, Class Counsel and Williams shall exchange, by email within five (5) days after close of the period for filing objections, pdf copies of any objections received. Any party that fails to object in the

manner prescribed herein shall be deemed to have waived its objections and will forever be barred from making any such objections in the Wisconsin Actions or in any other action or proceeding related thereto, unless otherwise excused for good cause shown as determined by the Court.

**F. Cooperation.**

31. Williams agrees to cooperate with Plaintiffs as follows:

(a) For use in the potential trial of the Wisconsin Actions under Federal Rule of Evidence 901(a), Williams agrees to use good faith efforts to authenticate (including as business records to the extent applicable) by stipulation up to 100 documents or materials it previously produced to Plaintiffs in the MDL 1566 actions or the Wisconsin Actions and which Class Counsel will identify with reasonable specificity. Williams' transaction data, produced on August 27, 2008, Bates labeled WGM-MDL 63043, and September 2, 2008, Bates labeled WGM-MDL 80988 ("Williams' Transaction Data") will be considered one document for the purposes of this provision. The parties agree to make a good faith effort and employ reasonable conduct to ensure that the stipulation will be finalized as to form and content by the date this Agreement becomes Final, or 60 days after Williams receives the draft stipulation from Class Counsel, whichever is later.

(b) Subject to the limitations of subparagraph (c) herein, Williams agrees,

i. beginning on the Effective Date, not to assist non-settling defendants in any way in connection with the Wisconsin Actions.

(c) Williams represents that it does not believe there is any current employee of The Williams Companies, Inc. who has relevant personal knowledge of the events that are the subject of the Wisconsin Actions.

(d) This Agreement shall not preclude Williams from:

i. Defending against any other party bringing claims against Williams in any action filed hereafter; or

ii. Responding to valid subpoenas compelling production of documents or witnesses.

(e) Within 30 days of the date Effective Date of this Agreement, Williams agrees to produce to Class Counsel a copy of the Williams' Transaction Data Bates labeled WGM-MDL 63043 and WGM-MDL 80988 currently stored on DVDs. Williams is not aware of any other documents reflecting additional relevant transactions. The data will be produced as it currently exists. Williams cannot guarantee that there has been no deterioration or degradation of the data due to its age, but Williams has no reason to believe that has occurred. Thirty days after this Agreement becomes Final, Williams shall be relieved of all document retention obligations in connection with the Wisconsin Actions.

32. Except as provided in Paragraph 31 of this Agreement, Williams need not respond to any discovery or other evidentiary request from Plaintiffs or otherwise participate in the Wisconsin Actions during the pendency of the Agreement or thereafter, except as, and only to the extent, the Court otherwise permits discovery which shall be limited to the admissibility of documents or other materials. Williams is free to oppose any such efforts of Plaintiffs. Neither Williams nor Plaintiffs shall file motions against the other during the pendency of the Agreement (except to enforce this Agreement).

33. Williams and Plaintiffs agree not to disclose publicly the terms of this Agreement until this Agreement is submitted to the Court for approval.

**G. Rescission or Termination of Agreement.**

34. If any of the conditions for the Agreement to become Final as provided in Paragraph 14 of this Agreement are not met, or should the Court not certify all of the Wisconsin Class in accordance with the specific class definition set forth in Paragraph 1 of this Agreement, then Williams and the Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made in the manner specified in Paragraph 44, and in the event such rescission occurs then the limitations on admissibility of this Agreement set forth in Paragraph 15 shall apply. A modification or reversal on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the

Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

35. Williams shall have the option in its sole discretion to terminate this Agreement, and thus prevent the entry of the final judgment provided for in Paragraph 14 of this Agreement, upon the occurrence of any of the following: (i) there is any breach of any representation or warranty set forth in Paragraphs 17, 18, or 29(d) of this Agreement; or (ii) requests to be excluded from the Wisconsin Class exceed one of the thresholds specified in the Parties' separate Supplemental Agreement dated October 21, 2022, the provisions of which are incorporated by reference as though fully set forth herein. Absent an order or other direction from the Court, the Supplemental Agreement will not be filed with the Court unless and until either: (i) a dispute among the Parties concerning its interpretation or application arises, and in that event it shall be, to the greatest extent allowable by law and/or the Court, filed and maintained with the Court under seal; or (ii) the Court otherwise orders that the Supplemental Agreement must be disclosed. In the event of termination of this Agreement under this Paragraph, neither Plaintiffs nor Class Counsel shall have any responsibility for the costs of Class Notice nor to pay or reimburse Williams for any sums expended for the costs of Class Notice or otherwise expended in accordance with Court orders.

36. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Williams, less only disbursements made in accordance with Paragraph 21 of this Agreement. Williams expressly reserves all of its rights and defenses if this Agreement does not become Final.

**H. Miscellaneous.**

37. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Wisconsin Actions against any defendant or alleged co-conspirator other than the Releasees. All rights against such other defendants or alleged co-conspirators are specifically reserved by Plaintiffs and the Wisconsin Class.

38. The United States District Court for the Western District of Wisconsin shall have jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Williams.

39. This Agreement, including the Parties' Supplemental Agreement dated October \_\_\_\_, 2022, constitutes the entire, complete, and integrated agreement among Plaintiffs and Williams pertaining to the settlement of the Wisconsin Actions against Williams, and supersedes all prior and contemporaneous undertakings of Plaintiffs and Williams in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and Williams, and approved by the Court.

40. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Williams. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs or Class Counsel shall be binding upon all Class Members and Releasees. The Releasees (other than Williams which is a party hereto) are third party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

41. This Agreement may be executed in counterparts by Plaintiffs and Williams, and a facsimile or scanned signature shall be deemed an original signature for purposes of executing this Agreement.

42. Neither Plaintiffs nor Williams shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

43. Class Counsel shall make available upon request by Williams's Counsel, any of the following documents in the possession of the Settlement Administrator: (i) documents identifying all persons and entities to whom any notice of settlement is sent, including the



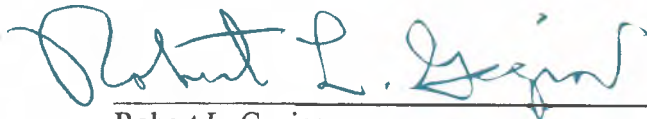
address(es) used for such notice; (ii) documents received from any person or entity seeking exclusion from the Wisconsin Class; (iii) claim documents received from any person or entity making a claim to participate in any settlement funds; and (iv) any summaries of any of the foregoing prepared by the Settlement Administrator.

44. Where this Agreement requires a Party to provide notice or any other communication or document to the other Party, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile, or letter by overnight delivery to the undersigned counsel of record for the Party to whom notice is being provided.

45. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed, by their duly authorized attorneys, dated as of October 21, 2022.

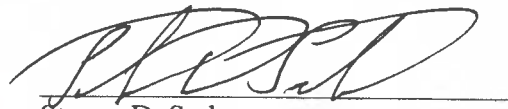
For Plaintiffs and the Wisconsin  
Class:



Robert L. Gegios  
Kohner, Mann & Kailas, S.C.  
4650 N. Port Washington Road  
Milwaukee, WI 53212

*Counsel for Plaintiffs and the  
Wisconsin Class*

For Williams Defendants:



Steven D. Soden  
Shook, Hardy & Bacon L.L.P.  
2555 Grand Boulevard  
Kansas City, MO 64108

*Counsel for the Williams Defendants*

**EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

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ARANDELL CORPORATION, et al.,

Plaintiffs,

v.

CASE NO.: 3:07-cv-00076-wmc

XCEL ENERGY, INC., et al.,

Defendants.

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NEWPAGE WISCONSIN SYSTEM INC.

Plaintiff,

v.

CASE NO.: 3:09-cv-00240-wmc

CMS ENERGY RESOURCE MANAGEMENT  
COMPANY, et al.,

Defendants.

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**FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO  
WILLIAMS MERCHANT SERVICES COMPANY, LLC (f/k/a WILLIAMS  
MERCHANT SERVICES COMPANY LLC), WILLIAMS MERCHANT SERVICES  
COMPANY LLC (f/k/a WILLIAMS POWER COMPANY, INC.) AND WPX ENERGY  
MARKETING, LLC (f/k/a WILLIAMS POWER COMPANY, INC.)**

This matter has come before the Court to determine whether there is any cause why this Court should not grant final approval to the settlement between Plaintiffs in the above-captioned action (the “Wisconsin Actions”) on behalf of the Wisconsin Class, and The Williams Companies, Inc., Williams Merchant Services Company LLC (f/k/a Williams Merchant Services Company, Inc.), and WPX Energy Marketing, LLC (f/k/a Williams Power Company, Inc.) (collectively “Williams”), as set forth in the Settlement Agreement dated October 21, 2022 (the “Agreement”). The Court, after carefully considering all papers filed and proceedings held herein and otherwise

being fully informed in the premises, has determined (1) that the settlement should be approved, and (2) that there is no just reason for delay of the entry of this final judgment order (“Final Judgment Order”) approving the Agreement. Accordingly, the Court directs entry of judgment, which shall constitute a final adjudication of the Wisconsin Actions on the merits in accordance with the terms of the Agreement. Good cause appearing therefor, it is:

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Court has jurisdiction over the subject matter of the Wisconsin Actions and over all parties to the Agreement, including all members of the Wisconsin Class, based upon the Court’s findings and conclusions herein that such settlement class members have been afforded the due protections of notice, an opportunity to be heard, a right to exclude themselves from the Wisconsin Class, and adequate representation. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985).

2. All terms defined in the Agreement and used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement, all of which are incorporated herein as though fully set forth in this Final Judgment Order.

3. By its Preliminary Approval Order dated \_\_\_\_\_, 2022, the Court certified a settlement class against Williams under Federal Rule of Civil Procedure 23(b)(3). The Class is defined as follows:

a. “Wisconsin Class” means:

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 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 from entities that sold 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.

- b. “Class Member” means each member of the Wisconsin Class who did not timely and properly elect to be excluded from the Wisconsin Class in accordance with the Class Notice previously approved by the Court.
- c. “Class Period” means the period from January 1, 2000, through October 31, 2002.
- 4. The Wisconsin Actions are, for settlement purposes only, certified as a class action against Williams pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure as to the Wisconsin Class and with respect to the Class Certification of the Wisconsin Class is appropriate because:

- a. The Court finds that the requirements of Rule 23(a) of the Federal Rules of Civil Procedure have been met in that:
  - (i) Plaintiffs have demonstrated that, for purposes of the settlement class only, the Wisconsin Class is so numerous that joinder of all members is impracticable;
  - (ii) Plaintiffs have demonstrated that, for purposes of the settlement class only, Plaintiffs’ claims against Williams and the defenses thereto present questions of law or fact common to the Wisconsin Class;
  - (iii) Plaintiffs have demonstrated that, for purposes of the settlement class only, the claims against Williams brought by the Plaintiffs in the Wisconsin Actions, as industrial and commercial purchasers of natural gas for their own use and consumption during the Class Period, are typical of the claims

of, or defenses to the claims of, members of the Wisconsin Class against Williams;

(iv) Plaintiffs have demonstrated that, for purposes of the settlement class only, Class Counsel for the Wisconsin Class have fairly, adequately, and vigorously represented the interests of the Wisconsin Class as respects claims against Williams; and

(v) Plaintiffs have demonstrated that, for purposes of the settlement class only, and based on their active participation in discovery and the settlement, Plaintiffs in the Wisconsin Actions have fairly, adequately, and vigorously represented the interests of the Wisconsin Class as respects Williams.

b. The Court finds that, for settlement purposes only, the requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure have been met in that:

(i) Plaintiffs have demonstrated that, for purposes of the settlement class only, common questions of law or fact predominate over any questions affecting only individual members of any of the Wisconsin Class;

(ii) Plaintiffs have demonstrated that, for purposes of the settlement class only, there are no competing actions or any suggestions that a more efficient alternative to the Wisconsin Actions against Williams exists, and the Wisconsin Actions are the superior method for the fair and efficient adjudication of this controversy; and

(iii) Manageability for trial purposes is not an issue at the settlement stage and need not be considered in determining whether to certify the Wisconsin

Class herein for purposes of settlement. See *Amchem Prods., Inc. v. Windsor*, 512 U.S. 591, 620 (1997).

- c. Certification of the Wisconsin Actions as a class action, for the purpose of settlement, is desirable to facilitate resolution of complex litigation such as this litigation.

5. The Court hereby finally approves and confirms the settlement set forth in the Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the Wisconsin Class pursuant to Rule 23 of the Federal Rules of Civil Procedure. In reaching this determination, the Court has, based upon the evidence presented and its independent inquiry, analysis, and due diligence, considered: (a) the serious questions of fact and law raised by Plaintiffs' claims and Williams' potential defenses in the Wisconsin Actions; (b) the risk, expense, complexity, and likely duration of further litigation; (c) the risk of obtaining, and maintaining throughout trial and potential appeal, class action status; (d) the benefits of the settlement; (e) the extent of discovery completed and the stage of the proceedings; (f) the experience and views of counsel that the settlement is fair and reasonable; and (g) the reaction(s) of the Wisconsin Class members to the settlement (both as to the number of requests for exclusion from the Wisconsin Class and as to the number and nature of the objections to the settlement).

6. The Court hereby finds and concludes that the notice given to the Wisconsin Class complied with this Court's Preliminary Approval Order dated \_\_\_\_\_, 2022, and that said notice was the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, including, but not limited to, the form of notice and methods of identifying and giving notice to the Wisconsin Class of, inter alia, the settlement terms, their rights to object to or exclude themselves from the

settlement (and the procedures to do so), and the Fairness Hearing. The Court further finds and concludes that the notice provided by Williams pursuant to the Class Action Fairness Act complied with all requirements of 28 U.S.C. § 1715.

7. Pursuant to Fed. R. Civ. P. 23(g), Kohner, Mann & Kailas, S.C., Perkins Coie LLP, and Polsinelli PC are appointed as co-counsel for the Wisconsin Class. These firms have and will fairly, adequately, vigorously, and competently represent the interests of the Wisconsin Class. In particular, the Court finds that the Agreement is the result of extensive, good-faith arm's-length negotiations between the parties, and not the result of any collusion or reverse auction.

8. As of the \_\_\_\_\_, 202\_\_, deadline designated in this Court's Preliminary Approval Order, no persons/entities requested exclusion from the Wisconsin Class. Because no member of any of the Wisconsin Class submitted a timely and valid request, or indeed, any request for exclusion from the Wisconsin Class, all members of any of the Wisconsin Class are hereby (i) barred from asserting otherwise and (ii) bound by the terms of the Agreement, including the releases of claims, and by this Final Judgment Order.

9. There were no objections filed to this settlement. Any member of the Wisconsin Class who failed to object or seek to intervene is conclusively deemed to have waived the right to object or intervene and is barred from raising any objection to the settlement or this Final Judgment Order in this or any other proceeding, including in an appeal.

10. This Court hereby dismisses on the merits and with prejudice, with each party to bear its own costs and attorneys' fees, these Wisconsin Actions as against Williams and as to all members of any Wisconsin Class.

11. Pursuant to Paragraph 17 of the Agreement, Releasees are hereby 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 Releasers 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 Wisconsin Actions before October 21, 2022, or that could have been alleged in the Wisconsin Actions or in any other proceeding alleging such acts or omissions (the “Released Claims”). All persons and entities who are Releasers are hereby barred and permanently enjoined from commencing, prosecuting, or continuing, either directly or indirectly any and all Released Claims against the Releasees in any action, lawsuit or proceeding. This Final Judgment Order shall not preclude Plaintiffs from pursuing any and all claims as set forth in the operative complaints or as permitted by law against any other defendants in the Wisconsin Actions other than the Releasees and shall not impede Plaintiffs’ rights to pursue claims against any non-settling defendant or other entity, other than the Releasees, to recover for the full amount of Plaintiffs’ and Class Members’ damages or other due recovery arising from the collusive conduct alleged in the operative complaints. As defined in the Agreement:

- a. “Releasers” means the individual Plaintiffs (the named representatives of the Wisconsin Class) and each of the Class Members, on behalf of themselves and any person or entity claiming by or through them as, including without limitation, their respective predecessors, successors, and assigns; and their past and present officers, directors, employees, agents,



principals, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, insurers, and all other persons or entities with whom any of the foregoing have been, or are now, affiliated, and the predecessors, successors, heirs, executives, administrators, and assigns of any of the foregoing; and

- b. “Releasees” means, jointly and severally, individually and collectively, The Williams Companies, Inc., Williams Merchant Services Company LLC (f/k/a Williams Merchant Services Company, Inc.), and WPX Energy Marketing, LLC (f/k/a Williams Power Company, Inc.), and all of their respective past and present, direct and indirect, parents, subsidiaries, and affiliates and the predecessors, successors, and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. “Releasees” does not include any other named defendant in the Wisconsin Actions or their successors.

12. Neither the Agreement, the preliminary approval of the settlement and conditional certification for settlement purposes of the Wisconsin Class, nor this Final Judgment Order (nor any negotiations or documents associated with them) are to be deemed an admission of liability or fault by Williams or by the Releasees, or a finding of the validity of any facts, allegations, or claims asserted in the Wisconsin Actions, or of any wrongdoing or of any violation of law by Williams, or that any person has suffered any damage attributable to Williams, or an admission by Williams as to the certifiability of a litigation class in the Wisconsin Actions or in any other case. Neither

the Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out the Agreement by any of the settling parties shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce the Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

13. If for any reason this Final Judgment Order does not become “Final” as provided in Paragraph 14 of the Agreement, or if Williams thereafter exercises its unilateral option to rescind the settlement, terminate the Agreement, and withdraw consent to the entry of this Final Judgment Order, then: (i) any preliminary or final certification of the Wisconsin Class shall be automatically vacated, nunc pro tunc; (ii) all other provisions set forth in Paragraph 13 of the Agreement shall apply; and (iii) any and all amounts deposited by Williams into the Escrow Account (including interest earned thereon) shall be returned to Williams within ten (10) calendar days, less only disbursements made in accordance with Paragraphs 20 and 21 of the Agreement.

14. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund; (c) hearing and determining applications by Plaintiffs’ counsel for attorneys’ fees, costs, expenses, and interest; (d) the Wisconsin Actions until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties has been performed pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and (f) all parties to the Wisconsin Actions and Releasors, for the purpose of enforcing and administering the Agreement and the releases and other documents contemplated by, or executed in connection with, the Agreement.

15. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that this Final Judgment Order should be entered and further finds that there is no just reason for delay in the entry of this judgment, as a final judgment, as to the parties to the Agreement. Accordingly, the Clerk is hereby directed to enter judgment forthwith.

16. Nothing in this Order shall be construed to expand the obligations of Williams under the Agreement or to impose on Williams any obligations other than those contained in the Agreement.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States District Judge

Entered this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joel W. Turner, Clerk of Court

# EXHIBIT 2

## AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made effective as of October 22, 2019 by and between (i) ARANDELL CORPORATION, a Wisconsin corporation (“Client”); and (ii) KOHNER, MANN & KAILAS, S.C., a Wisconsin service corporation (“KMK”), POLSINELLI PC, a Missouri professional corporation (“Polsinelli”), and PERKINS COIE LLP, a Washington limited liability partnership (“Perkins Coie”) (collectively herein, “Attorneys”).

### RECITALS

- A. Client purchases and uses natural gas in the State of Wisconsin.
- B. Client is a named plaintiff and serves, and will seek to continue to serve, as a class representative in a case against certain sellers of natural gas, and Attorneys are agreeable to including Client as a named plaintiff.
- C. Client desires to engage and employ Attorneys to represent it in such a case.

### AGREEMENT

In consideration of the promises and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. **Employment.** Client hereby retains and employs Attorneys to represent Client as its Attorneys and acknowledges that an attorney/client relationship has been established.
2. **Purposes.** Attorneys are hereby employed to represent Client with respect to:
  - a. A lawsuit filed on behalf of Client individually and as representative of purchasers of natural gas against certain sellers of natural gas identified in Exhibits A and B attached hereto, and other companies similarly situated as may be identified in the future (collectively “Defendants”) for activities relating to a conspiracy and agreements affecting natural gas market prices in violation of Wisconsin law (the “Case”). Client authorizes Attorneys to provide the following legal services: investigation, research, all court appearances, correspondence, conferences, preparation of pleadings and other legal documents, pre-trial discovery, trial preparation, working with expert and trial witnesses, trial, mediation or arbitration, and all other work required to handle this Case. Client authorizes Attorneys to use discretion to delegate tasks or assignments to lawyers at the Attorneys’ firms, or to non-attorney support staff members, in the interests of necessity, efficiency or economy. Client authorizes Attorneys to affiliate on its behalf with other firms or lawyers as co-counsel to assist in the prosecution of the Case (“Co-Counsel”).
  - b. Client understands and agrees that the Case was commenced as a class action lawsuit, and that Client was included as a named plaintiff in a complaint filed by the Attorneys in Wisconsin. Other similarly situated natural gas purchasers may retain Attorneys to pursue this action or similar causes of action against Defendants and may be added as additional named plaintiffs in this Case as it proceeds.

c. Client and Attorneys may make additional agreements in writing to provide for legal services not covered by this Agreement, but without such a separate written agreement, Attorneys are not required or authorized to represent Client regarding any other matter or in any other court, case, or legal proceeding, except that Client understands that this case may be consolidated with other cases, and Client authorizes Attorneys to represent it in related cases and legal proceedings, but only to the extent such case is consolidated.

3. **Legal Fees.** Client authorizes Attorneys to represent Client upon the following contingent fee basis:

a. The term “Recovery” or “Recoveries” as used in this Agreement shall include all monies, real property, personal property, stock or company ownership interest, business transaction, and other value received, recovered or obtained by or on behalf of Client with respect to or as a result of the Case, including but not limited to, any court-awarded attorneys’ fees or costs.

b. Client agrees to Attorneys receiving a contingent fee of thirty-five percent (35%) of any Recovery, after reduction of litigation costs and expenses (defined below in Section 5), as compensation for legal services rendered on behalf of Client and/or the class in the Case (the “Attorneys’ Fee”); Client understands that if the Case is certified as a class action, that the attorneys’ fees recoverable in a class action are normally reviewed by the court having jurisdiction over the class action, and that the ultimate fees recovered herein will likely be determined by the court having jurisdiction over the Case. Client acknowledges and agrees that such determination should be based upon whether the fees provided for in this Agreement are reasonable pursuant to the Wisconsin Rules of Professional Conduct. In any hearing or proceeding to determine the reasonableness of the ultimate fees to be awarded to the Attorneys, Client shall not argue that a contingent fee of thirty-five percent as provided for herein is unreasonable.

c. Client agrees that the proposed distribution of any Attorneys’ Fee award between the Attorneys as set out in the Attached Exhibit B is fair and appropriate in light of their work performed to date and their respective responsibilities. If Attorneys seek to modify this proposed distribution of Attorneys’ Fees, they will inform Client and obtain Client approval for such modification.

d. The Attorneys’ Fee is due only if the class, Client or both receive a Recovery for their claims, whether such Recovery shall come from negotiation or compromise or after adversary proceedings. Client pays no Attorneys’ Fee under this Agreement unless Recovery is obtained for the class, Client, or both.

e. If the Recovery provided for in paragraph 3.a. takes the form of commercial concessions or the granting of anything of value to Client or the class other than cash, then the value of such shall be estimated by Attorneys and presented to the court having jurisdiction over the Case for determination. The value approved by that court shall be used for purposes of establishing the Attorneys’ Fee payable from the Recovery.

f. The Attorneys' Fee provided for hereunder is not set by law. Rather, it is negotiated between Client and Attorneys. By signing this Agreement, Client acknowledges that (i) it does not desire to hire Attorneys on an hourly fee basis to handle the Case; (ii) the Attorneys' Fee has been discussed and negotiated between the parties; and (iii) the terms and conditions of the Attorneys' Fee are considered by Client to be reasonable at the time the parties enter into this Agreement.

g. In the event the court or quasi-judicial officer assesses sanctions against Defendants for discovery or other litigation abuse, such shall be considered a Recovery hereunder.

h. The contingent fee provided for herein does not include any costs and expenses incurred by Attorneys and/or Co-Counsel on Client or the class's behalf (see Section 4 below).

4. **Joint Representation.** Client acknowledges the following:

a. When Attorneys are asked to represent multiple clients in a single matter, the rules governing professional responsibility and conflicts of interest require that Attorneys (i) explain the implications of joint representation and the advantages and risks involved, and (ii) obtain the written consent of each client participating in the joint representation.

b. Client agrees to be jointly represented by Attorneys with other clients ("Clients"). If Clients disagree on any issue, Attorneys will ask Clients to resolve their differences among themselves, without Attorneys' assistance. If Clients cannot resolve their differences, Attorneys will not be able to represent any one of the Clients on that issue and will be unable to advise the Clients with respect to their rights vis-à-vis one another.

c. Attorneys and Client agree that no confidences will exist among them as against other Clients regarding the Services. That means, among other things, that if Attorneys receive information from or about one of the Clients that Attorneys believe another client should have in order to make decisions regarding the subject of Attorneys' representation, Attorneys may give such other client that information.

d. While joint representation may pose a risk of conflicts of interest, with respect to this Case, Attorneys do not see a conflict of interest between Clients as a significant risk and are comfortable that Attorneys can represent Clients without any conflicts of interest. If, at any time in the future, one of the Clients concludes or Attorneys conclude that a conflict of interest exists which precludes continued joint representation, such client, or Attorneys, will promptly raise that belief. Should that happen, Client agrees that Attorneys may continue to represent remaining Clients. Client also agrees that Attorneys may use any and all information gained in the course of the joint representation in the continued representation of the remaining Client(s).

e. Client acknowledges that Polsinelli PC has represented other clients in related actions in Missouri, Kansas and Colorado; that the Missouri and Kansas actions have been

finally resolved by settlements; and that the Colorado action, Breckenridge Brewery of Colorado, LLC v. Oneok Inc., et al., No. 1:06-cv-01110-REB-MEH, remains pending in the District of Colorado. Client consents to Polsinelli's ongoing representation of plaintiffs, individually and as class representatives, in the Breckenridge action, acknowledge that Polsinelli, subject to applicable ethical obligations, may represent and provide advice and counsel to and in the best interests of the Breckenridge plaintiffs and class, and that Client does not object to the Breckenridge representation.

**5. Costs and Expenses.**

a. Client pays no costs or expenses unless there is a Recovery in the Case. The Attorneys shall bear the costs and expenses of pursuing the Case during the course of the Case, but if there is a Recovery in the Case for Client or the class, the Attorneys (subject to court approval if required by the class action nature of the Case), are entitled to be reimbursed from the Recovery for the costs and expenses incurred by the Attorneys in pursuing the Case, but only up to the amount of the Recovery, should the amount of the recovery be less than total costs and expenses incurred. If there is no Recovery in the Case, the Attorneys are solely responsible for the costs and expenses incurred in pursuing the Case.

b. Client authorizes Attorneys to incur such costs and expenses as Attorneys deem to be in the best interest of the class, including but not limited to: court reporter fees, paralegal administrative costs, subpoena service, expert and consultants' fees and expenses, photocopies, computer scanning and program work, court costs, postage and courier costs, deposition video and transcript costs, travel costs, telephone charges, mediation or arbitration costs, internal and external document reproduction and imaging costs, expenses related to the creation and maintenance of case specific databases and related consulting fees and expenses, demonstrative exhibit costs, audiovisual equipment rental, long distance telephone, wireless data and cellular charges, facsimile expenses, electronic legal research, corporate, financial and other industry literature research (including, but not limited to Lexis Nexis, Hoover's, EDGAR Online, Inc., etc. and other public and governmental databases), jury consultant, and investigation fees and expenses, reasonable travel expenses, meals and hotel accommodations appropriate to facilitate Attorneys' work on the Case when traveling, investigative fees, witness fees, transcript costs (hard and electronic copies), real-time charges and expenses. Costs and expenses shall be deducted from the gross recovery, after which Attorneys' Fees shall be calculated based upon the remaining net recovery, and payment of fees distributed from such recovery. In the event of any partial settlement(s) during the course of the Case, such settlements shall be applied first to cover the Attorneys' incurred costs and expenses; in addition, Attorneys may retain in trust such partial settlement or portion thereof, to pay the costs and expenses of the Case as shall be reasonably projected by the Attorneys, and may disburse such funds during the course of the Case to cover such expenses.

c. Client understands and agrees that Attorneys may share certain litigation costs and expenses with other similarly situated purchasers of natural gas who have a cause of action against the Defendants. Attorneys will separately account for costs and expenses



incurred on behalf of the class in the Case. Examples of shared expenses include but are not limited to: document production expenses, deposition costs, document depository expenses, and common expert expenses.

6. **Client's Responsibilities.** Client shall:

- a. cooperate fully with Attorneys and Co-Counsel, including obtaining the cooperation of present and former employees of Client;
- b. read documents given to Client by Attorneys, and
- c. promptly on request provide Attorneys with all information and documents under Client's control relevant to the issues in this Case.

7. **Settlement Approval.** Attorneys will not propose or accept any settlement of the Case without Client's prior approval.

8. **Right to Terminate.**

a. Attorneys and/or Co-Counsel have the right hereunder to unilaterally withdraw as Client's Attorney(s) of record, and terminate their services, if:

- i. Client fails to cooperate fully with Attorneys and Co-Counsel;
- ii. Client misrepresents or fails to disclose material facts; or
- iii. If Attorneys and/or Co-Counsel determine in their reasonable discretion that continuation of legal services for Client or the class would be unethical, impractical or if at any time, acting in good faith, Attorneys reach the opinion that this cause of action or any part thereof lacks merit.

b. If Attorneys or Co-Counsel withdraw and terminate their services, they shall not be entitled to receive any fees or costs from Client, but in the event there is a Recovery in the Case or based on the allegations in the Case after the withdrawal and termination, they shall, subject to court approval as to the amount, be entitled to recover their costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B.

c. It is Client's prerogative to discharge the Attorneys as its counsel at any point of time subject to court approval. If the Attorneys are discharged and there is a Recovery in the Case, however, the Attorneys shall, subject to court approval as to the amount, be entitled to recover the costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B. The Attorneys' right

to receive any fee or reimbursement of costs post-discharge remains contingent upon there being a Recovery in the Case, and in no event shall Attorneys be entitled to recover any fee or costs directly from Client, in excess of a Recovery in the Case, or in excess of the respective share of the Attorneys' Attorneys' Fee as provided for in Section 3 and 9(a) above and Exhibit B. Unless the court in the Case rules otherwise, Attorneys shall be entitled to a reimbursement of their total incurred costs out of any Recovery in the Case prior to successor counsel receiving any reimbursement of cost or payment of fees. In the event of a court-approved discharge of the Attorneys as counsel for the Client in the Case, the Client shall be under no obligation to proceed with the Case and shall be free, among other things, to seek dismissal of the Case.

9. **Incentive Payments.** As part of the Case, Attorneys shall ask the court to award the class representative its out-of-pocket expenses and a reasonable incentive award consistent with incentive awards awarded to class representatives in similar class action cases.

10. **No Guarantees.** Attorneys agree to provide Client with conscientious, competent, and diligent services. Attorneys will at all times seek to achieve a resolution of this Case which is just, fair and reasonable. However, because of the inherent uncertainty of legal proceedings, the varying interpretations of and changes in the law, the difficulties of overcoming defenses, and many other unknown factors, Attorneys cannot and do not warrant, predict, or guarantee (i) any specific outcome, verdict, ruling, settlement, incentive award or result, or (ii) how much Client's total Attorneys' Fees, costs and expenses will be if there is a recovery from the defendants. No guarantee is made that the claims that Attorneys have commenced on Client's behalf will be considered by the Courts to be timely.

11. **Tax Consequences.** Client understands that no advice is given to Client by Attorneys and Co-Counsel concerning tax consequences. Client agrees to seek advice elsewhere, and holds Attorneys and Co-Counsel harmless therefore.

12. **Applicable Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin.

13. **Severability.** If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions of the Agreement shall nevertheless remain valid and enforceable.

14. **Attorneys' Lien.**

a. Client grants Attorneys a lien on any Recoveries relating to the Action and agrees to execute any and all further documents to evidence and facilitate the enforcement of the lien. This lien shall remain in effect if Attorneys withdraw from representation of Client or if Client terminates their representation.

b. Client has informed Attorneys that no persons or entities, other than Perkins Coie, Polsinelli, and KMK, has a potential subrogation right to or lien on the amount that Client may recover from the Action. Nevertheless, if other persons or entities have a

subrogation right to or lien on the amount that Client recovers, Client will pay all subrogation rights or liens from the Recovery after paying the Attorneys' Fee and any unpaid Litigation Expenses. Client authorizes and directs Attorneys to pay, on behalf of Client, the subrogation right or lien before any disbursement to Client. The Attorneys' Fee, however, shall be based on the Recovery, before payment of any subrogation right or lien.

15. **Wisconsin Service Corporation Notice.** The Wisconsin Supreme Court requires law firms that operate as service corporations, as does KMK, to advise clients and prospective clients that, as a result of change in the service corporation statutes, vicarious liability for shareholders of law firm service corporations has been eliminated. This means that, in the event of an error, KMK and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter. The Supreme Court also requires law firm service corporations to register annually with the State Bar of Wisconsin and to carry certain minimum liability insurance coverage. KMK has so registered and the liability insurance of KMK is well in excess of the minimum required for firms of our size.

16. **Independent Counsel.** Attorneys are not acting as Client's counsel with respect to this Agreement. Client should consult with independent counsel to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Pursuant to the ethical rules and practices that apply to Attorneys serving as counsel to Client in matters other than this Agreement, the potential for conflict of interest exists in that Attorneys may be put in a position to consider their own interests above those of Clients with respect to this Agreement. Client should consult with independent counsel on this potential conflict of interest and to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Execution of this Agreement confirms the parties' belief that the terms of this Agreement are fair and reasonable to Client.

17. **Signatures.** This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall be deemed original signatures for all purposes.

18. **Entire Agreement.** This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior or other concurrent agreements or understandings whether written or oral, with the exception of any settlements already approved by a court. This Agreement may not be modified, amended, or replaced except by written amendment to this Agreement that is signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

ARANDELL CORPORATION

By: 

Name: *Bradley J. Hoffman*

Client Address:

N82 W13118 Leon Road  
Menomonee Falls, Wisconsin 53051

KOHNER, MANN & KAILAS, S.C.

By: \_\_\_\_\_

Robert L. Gegios, Shareholder

Firm Address:

Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By: 

John S. Skilton, Shareholder

Firm Address:

33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSINELLI

By: \_\_\_\_\_

Russell S. Jones, Jr., Shareholder

Firm Address:

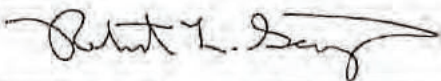
900 W. 48th Place, Suite 900  
Kansas City, MO 64112

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

ARANDELL CORPORATION

By: \_\_\_\_\_  
Name:  
Client Address:  
N82 W13118 Leon Road  
Menomonee Falls, Wisconsin 53051

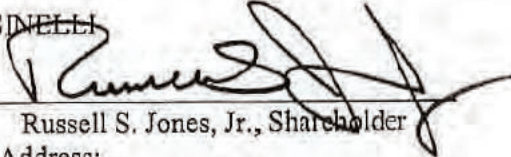
KOHNER, MANN & KAILAS, S.C.

By:  \_\_\_\_\_  
Robert L. Gegios, Shareholder  
Firm Address:  
Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By: \_\_\_\_\_  
John S. Skilton, Shareholder  
Firm Address:  
33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSINELLI

By:  \_\_\_\_\_  
Russell S. Jones, Jr., Shareholder  
Firm Address:  
900 W. 48th Place, Suite 900  
Kansas City, MO 64112

**EXHIBIT A**

**DEFENDANTS**

1. CMS Energy Corporation
2. CMS Field Services, Inc. (n/k/a Cantera Gas Company)
3. CMS Marketing Services and Trading Company (n/k/a CMS Energy Resources Management Co.)
4. Dynegy Marketing and Trade (n/k/a Dynegy Marketing and Trade, LLC)
5. Dynegy GP Inc. (n/k/a Dynegy Inc.)
6. Dynegy Illinois Inc.
7. DMT G.P., L.L.C. (n/k/a Dynegy Power Marketing, LLC)
8. e Prime Inc.
9. Northern States Power Company
10. The Williams Companies, Inc.
11. Williams Merchant Services Company, Inc. (n/k/a Williams Merchant Services Company, LLC)
12. Williams Power Company, Inc. (n/k/a WPX Energy Marketing, LLC)
13. Xcel Energy, Inc.

## AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made effective as of October 29, 2019 by and between (i) BRIGGS & STRATTON CORPORATION, a Wisconsin corporation (“Client”); and (ii) KOHNER, MANN & KAILAS, S.C., a Wisconsin service corporation (“KMK”), POLSINELLI PC, a Missouri professional corporation (“Polsinelli”), and PERKINS COIE LLP, a Washington limited liability partnership (“Perkins Coie”) (collectively herein, “Attorneys”).

### RECITALS

- A. Client purchases and uses natural gas in the State of Wisconsin.
- B. Client is a named plaintiff and serves, and will seek to continue to serve, as a class representative in a case against certain sellers of natural gas, and Attorneys are agreeable to including Client as a named plaintiff.
- C. Client desires to engage and employ Attorneys to represent it in such a case.

### AGREEMENT

In consideration of the promises and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. **Employment.** Client hereby retains and employs Attorneys to represent Client as its Attorneys and acknowledges that an attorney/client relationship has been established.
2. **Purposes.** Attorneys are hereby employed to represent Client with respect to:
  - a. A lawsuit filed on behalf of Client individually and as representative of purchasers of natural gas against certain sellers of natural gas identified in Exhibits A and B attached hereto, and other companies similarly situated as may be identified in the future (collectively “Defendants”) for activities relating to a conspiracy and agreements affecting natural gas market prices in violation of Wisconsin law (the “Case”). Client authorizes Attorneys to provide the following legal services: investigation, research, all court appearances, correspondence, conferences, preparation of pleadings and other legal documents, pre-trial discovery, trial preparation, working with expert and trial witnesses, trial, mediation or arbitration, and all other work required to handle this Case. Client authorizes Attorneys to use discretion to delegate tasks or assignments to lawyers at the Attorneys’ firms, or to non-attorney support staff members, in the interests of necessity, efficiency or economy. Client authorizes Attorneys to affiliate on its behalf with other firms or lawyers as co-counsel to assist in the prosecution of the Case (“Co-Counsel”).
  - b. Client understands and agrees that the Case was commenced as a class action lawsuit, and that Client was included as a named plaintiff in a complaint filed by the Attorneys in Wisconsin. Other similarly situated natural gas purchasers may retain Attorneys to pursue this action or similar causes of action against Defendants and may be added as additional named plaintiffs in this Case as it proceeds.

c. Client and Attorneys may make additional agreements in writing to provide for legal services not covered by this Agreement, but without such a separate written agreement, Attorneys are not required or authorized to represent Client regarding any other matter or in any other court, case, or legal proceeding, except that Client understands that this case may be consolidated with other cases, and Client authorizes Attorneys to represent it in related cases and legal proceedings, but only to the extent such case is consolidated.

3. **Legal Fees.** Client authorizes Attorneys to represent Client upon the following contingent fee basis:

a. The term "Recovery" or "Recoveries" as used in this Agreement shall include all monies, real property, personal property, stock or company ownership interest, business transaction, and other value received, recovered or obtained by or on behalf of Client with respect to or as a result of the Case, including but not limited to, any court-awarded attorneys' fees or costs.

b. Client agrees to Attorneys receiving a contingent fee of thirty-five percent (35%) of any Recovery, after reduction of litigation costs and expenses (defined below in Section 5), as compensation for legal services rendered on behalf of Client and/or the class in the Case (the "Attorneys' Fee"); Client understands that if the Case is certified as a class action, that the attorneys' fees recoverable in a class action are normally reviewed by the court having jurisdiction over the class action, and that the ultimate fees recovered herein will likely be determined by the court having jurisdiction over the Case. Client acknowledges and agrees that such determination should be based upon whether the fees provided for in this Agreement are reasonable pursuant to the Wisconsin Rules of Professional Conduct. In any hearing or proceeding to determine the reasonableness of the ultimate fees to be awarded to the Attorneys, Client shall not argue that a contingent fee of thirty-five percent as provided for herein is unreasonable.

c. Client agrees that the proposed distribution of any Attorneys' Fee award between the Attorneys as set out in the Attached Exhibit B is fair and appropriate in light of their work performed to date and their respective responsibilities. If Attorneys seek to modify this proposed distribution of Attorneys' Fees, they will inform Client and obtain Client approval for such modification.

d. The Attorneys' Fee is due only if the class, Client or both receive a Recovery for their claims, whether such Recovery shall come from negotiation or compromise or after adversary proceedings. Client pays no Attorneys' Fee under this Agreement unless Recovery is obtained for the class, Client, or both.

e. If the Recovery provided for in paragraph 3.a. takes the form of commercial concessions or the granting of anything of value to Client or the class other than cash, then the value of such shall be estimated by Attorneys and presented to the court having jurisdiction over the Case for determination. The value approved by that court shall be used for purposes of establishing the Attorneys' Fee payable from the Recovery.



f. The Attorneys' Fee provided for hereunder is not set by law. Rather, it is negotiated between Client and Attorneys. By signing this Agreement, Client acknowledges that (i) it does not desire to hire Attorneys on an hourly fee basis to handle the Case; (ii) the Attorneys' Fee has been discussed and negotiated between the parties; and (iii) the terms and conditions of the Attorneys' Fee are considered by Client to be reasonable at the time the parties enter into this Agreement.

g. In the event the court or quasi-judicial officer assesses sanctions against Defendants for discovery or other litigation abuse, such shall be considered a Recovery hereunder.

h. The contingent fee provided for herein does not include any costs and expenses incurred by Attorneys and/or Co-Counsel on Client or the class's behalf (see Section 4 below).

4. **Joint Representation.** Client acknowledges the following:

a. When Attorneys are asked to represent multiple clients in a single matter, the rules governing professional responsibility and conflicts of interest require that Attorneys (i) explain the implications of joint representation and the advantages and risks involved, and (ii) obtain the written consent of each client participating in the joint representation.

b. Client agrees to be jointly represented by Attorneys with other clients ("Clients"). If Clients disagree on any issue, Attorneys will ask Clients to resolve their differences among themselves, without Attorneys' assistance. If Clients cannot resolve their differences, Attorneys will not be able to represent any one of the Clients on that issue and will be unable to advise the Clients with respect to their rights vis-à-vis one another.

c. Attorneys and Client agree that no confidences will exist among them as against other Clients regarding the Services. That means, among other things, that if Attorneys receive information from or about one of the Clients that Attorneys believe another client should have in order to make decisions regarding the subject of Attorneys' representation, Attorneys may give such other client that information.

d. While joint representation may pose a risk of conflicts of interest, with respect to this Case, Attorneys do not see a conflict of interest between Clients as a significant risk and are comfortable that Attorneys can represent Clients without any conflicts of interest. If, at any time in the future, one of the Clients concludes or Attorneys conclude that a conflict of interest exists which precludes continued joint representation, such client, or Attorneys, will promptly raise that belief. Should that happen, Client agrees that Attorneys may continue to represent remaining Clients. Client also agrees that Attorneys may use any and all information gained in the course of the joint representation in the continued representation of the remaining Client(s).

e. Client acknowledges that Polsinelli PC has represented other clients in related actions in Missouri, Kansas and Colorado; that the Missouri and Kansas actions have been finally resolved by settlements; and that the Colorado action, Breckenridge Brewery of Colorado, LLC v. Oneok Inc., et al., No. 1:06-cv-01110-REB-MEH, remains pending in

the District of Colorado. Client consents to Polsinelli's ongoing representation of plaintiffs, individually and as class representatives, in the Breckenridge action, acknowledge that Polsinelli, subject to applicable ethical obligations, may represent and provide advice and counsel to and in the best interests of the Breckenridge plaintiffs and class, and that Client does not object to the Breckenridge representation.

**5. Costs and Expenses.**

a. Client pays no costs or expenses unless there is a Recovery in the Case. The Attorneys shall bear the costs and expenses of pursuing the Case during the course of the Case, but if there is a Recovery in the Case for Client or the class, the Attorneys (subject to court approval if required by the class action nature of the Case), are entitled to be reimbursed from the Recovery for the costs and expenses incurred by the Attorneys in pursuing the Case, but only up to the amount of the Recovery, should the amount of the recovery be less than total costs and expenses incurred. If there is no Recovery in the Case, the Attorneys are solely responsible for the costs and expenses incurred in pursuing the Case.

b. Client authorizes Attorneys to incur such costs and expenses as Attorneys deem to be in the best interest of the class, including but not limited to: court reporter fees, paralegal administrative costs, subpoena service, expert and consultants' fees and expenses, photocopies, computer scanning and program work, court costs, postage and courier costs, deposition video and transcript costs, travel costs, telephone charges, mediation or arbitration costs, internal and external document reproduction and imaging costs, expenses related to the creation and maintenance of case specific databases and related consulting fees and expenses, demonstrative exhibit costs, audiovisual equipment rental, long distance telephone, wireless data and cellular charges, facsimile expenses, electronic legal research, corporate, financial and other industry literature research (including, but not limited to Lexis Nexis, Hoover's, EDGAR Online, Inc., etc. and other public and governmental databases), jury consultant, and investigation fees and expenses, reasonable travel expenses, meals and hotel accommodations appropriate to facilitate Attorneys' work on the Case when traveling, investigative fees, witness fees, transcript costs (hard and electronic copies), real-time charges and expenses. Costs and expenses shall be deducted from the gross recovery, after which Attorneys' Fees shall be calculated based upon the remaining net recovery, and payment of fees distributed from such recovery. In the event of any partial settlement(s) during the course of the Case, such settlements shall be applied first to cover the Attorneys' incurred costs and expenses; in addition, Attorneys may retain in trust such partial settlement or portion thereof, to pay the costs and expenses of the Case as shall be reasonably projected by the Attorneys, and may disburse such funds during the course of the Case to cover such expenses.

c. Client understands and agrees that Attorneys may share certain litigation costs and expenses with other similarly situated purchasers of natural gas who have a cause of action against the Defendants. Attorneys will separately account for costs and expenses incurred on behalf of the class in the Case. Examples of shared expenses include but are not limited to: document production expenses, deposition costs, document depository expenses, and common expert expenses.

6. **Client's Responsibilities.** Client shall:

- a. cooperate fully with Attorneys and Co-Counsel, including obtaining the cooperation of present and former employees of Client;
- b. read documents given to Client by Attorneys, and
- c. promptly on request provide Attorneys with all information and documents under Client's control relevant to the issues in this Case.

7. **Settlement Approval.** Attorneys will not propose or accept any settlement of the Case without Client's prior approval.

8. **Right to Terminate.**

a. Attorneys and/or Co-Counsel have the right hereunder to unilaterally withdraw as Client's Attorney(s) of record, and terminate their services, if:

- i. Client fails to cooperate fully with Attorneys and Co-Counsel;
- ii. Client misrepresents or fails to disclose material facts; or

iii. If Attorneys and/or Co-Counsel determine in their reasonable discretion that continuation of legal services for Client or the class would be unethical, impractical or if at any time, acting in good faith, Attorneys reach the opinion that this cause of action or any part thereof lacks merit.

b. If Attorneys or Co-Counsel withdraw and terminate their services, they shall not be entitled to receive any fees or costs from Client, but in the event there is a Recovery in the Case or based on the allegations in the Case after the withdrawal and termination, they shall, subject to court approval as to the amount, be entitled to recover their costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B.

c. It is Client's prerogative to discharge the Attorneys as its counsel at any point of time subject to court approval. If the Attorneys are discharged and there is a Recovery in the Case, however, the Attorneys shall, subject to court approval as to the amount, be entitled to recover the costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B. The Attorneys' right to receive any fee or reimbursement of costs post-discharge remains contingent upon there being a Recovery in the Case, and in no event shall Attorneys be entitled to recover any fee or costs directly from Client, in excess of a Recovery in the Case, or in excess of the respective share of the Attorneys' Attorneys' Fee as provided for in Section 3 and 9(a) above and Exhibit B. Unless the court in the Case rules otherwise, Attorneys shall be

entitled to a reimbursement of their total incurred costs out of any Recovery in the Case prior to successor counsel receiving any reimbursement of cost or payment of fees. In the event of a court-approved discharge of the Attorneys as counsel for the Client in the Case, the Client shall be under no obligation to proceed with the Case and shall be free, among other things, to seek dismissal of the Case.

9. **Incentive Payments.** As part of the Case, Attorneys shall ask the court to award the class representative its out-of-pocket expenses and a reasonable incentive award consistent with incentive awards awarded to class representatives in similar class action cases.

10. **No Guarantees.** Attorneys agree to provide Client with conscientious, competent, and diligent services. Attorneys will at all times seek to achieve a resolution of this Case which is just, fair and reasonable. However, because of the inherent uncertainty of legal proceedings, the varying interpretations of and changes in the law, the difficulties of overcoming defenses, and many other unknown factors, Attorneys cannot and do not warrant, predict, or guarantee (i) any specific outcome, verdict, ruling, settlement, incentive award or result, or (ii) how much Client's total Attorneys' Fees, costs and expenses will be if there is a recovery from the defendants. No guarantee is made that the claims that Attorneys have commenced on Client's behalf will be considered by the Courts to be timely.

11. **Tax Consequences.** Client understands that no advice is given to Client by Attorneys and Co-Counsel concerning tax consequences. Client agrees to seek advice elsewhere, and holds Attorneys and Co-Counsel harmless therefore.

12. **Applicable Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin.

13. **Severability.** If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions of the Agreement shall nevertheless remain valid and enforceable.

14. **Attorneys' Lien.**

a. Client grants Attorneys a lien on any Recoveries relating to the Action and agrees to execute any and all further documents to evidence and facilitate the enforcement of the lien. This lien shall remain in effect if Attorneys withdraw from representation of Client or if Client terminates their representation.

b. Client has informed Attorneys that no persons or entities, other than Perkins Coie, Polsinelli, and KMK, has a potential subrogation right to or lien on the amount that Client may recover from the Action. Nevertheless, if other persons or entities have a subrogation right to or lien on the amount that Client recovers, Client will pay all subrogation rights or liens from the Recovery after paying the Attorneys' Fee and any unpaid Litigation Expenses. Client authorizes and directs Attorneys to pay, on behalf of Client, the subrogation right or lien before any disbursement to Client. The Attorneys' Fee, however, shall be based on the Recovery, before payment of any subrogation right or lien.

15. **Wisconsin Service Corporation Notice.** The Wisconsin Supreme Court requires law firms that operate as service corporations, as does KMK, to advise clients and prospective clients that, as a result of change in the service corporation statutes, vicarious liability for shareholders of law firm service corporations has been eliminated. This means that, in the event of an error, KMK and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter. The Supreme Court also requires law firm service corporations to register annually with the State Bar of Wisconsin and to carry certain minimum liability insurance coverage. KMK has so registered and the liability insurance of KMK is well in excess of the minimum required for firms of our size.

16. **Independent Counsel.** Attorneys are not acting as Client's counsel with respect to this Agreement. Client should consult with independent counsel to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Pursuant to the ethical rules and practices that apply to Attorneys serving as counsel to Client in matters other than this Agreement, the potential for conflict of interest exists in that Attorneys may be put in a position to consider their own interests above those of Clients with respect to this Agreement. Client should consult with independent counsel on this potential conflict of interest and to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Execution of this Agreement confirms the parties' belief that the terms of this Agreement are fair and reasonable to Client.

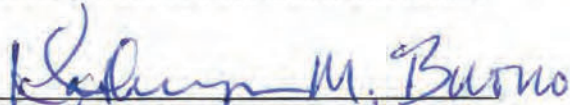
17. **Signatures.** This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall be deemed original signatures for all purposes.

18. **Entire Agreement.** This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior or other concurrent agreements or understandings whether written or oral (including but not limited to the May 31, 2008 Contingent Fee Contract for Legal Services entered into among Client and KMK, Shughart, Thomson & Kilroy, A Professional Corporation, and Barry Law Offices, L.L.C.), with the exception of any settlements already approved by a court. This Agreement may not be modified, amended, or replaced except by written amendment to this Agreement that is signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

BRIGGS & STRATTON CORPORATION

By: 

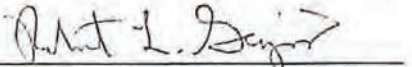
Name: KATHRYN M. BUONO

Client Address:

P.O. Box 702  
Milwaukee, Wisconsin 53201

Vice President,  
General Counsel &  
Corporate Secretary

KOHNER, MANN & KAILAS, S.C.

By:   
Robert L. Gegios, Shareholder

Firm Address:

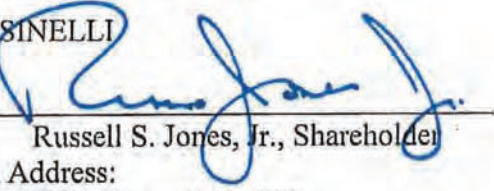
Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059  
PERKINS COIE LLP

By: \_\_\_\_\_  
John S. Skilton, Shareholder

Firm Address:

33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSINELLI

By:   
Russell S. Jones, Jr., Shareholder

Firm Address:

900 W. 48th Place, Suite 900  
Kansas City, MO 64112


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BRIGGS & STRATTON CORPORATION

By: \_\_\_\_\_  
Name:  
Client Address:  
P.O. Box 702  
Milwaukee, Wisconsin 53201

KOHNER, MANN & KAILAS, S.C.

By: \_\_\_\_\_  
Robert L. Gegios, Shareholder  
Firm Address:  
Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059  
PERKINS COIE LLP

By:  \_\_\_\_\_  
John S. Skilton, Shareholder  
Firm Address:  
33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSINELLI

By: \_\_\_\_\_  
Russell S. Jones, Jr., Shareholder  
Firm Address:  
900 W. 48th Place, Suite 900  
Kansas City, MO 64112

**EXHIBIT A**

**DEFENDANTS**

1. CMS Energy Corporation
2. CMS Field Services, Inc. (n/k/a Cantera Gas Company)
3. CMS Marketing Services and Trading Company (n/k/a CMS Energy Resources Management Co.)
4. Dynege Marketing and Trade (n/k/a Dynege Marketing and Trade, LLC)
5. Dynege GP Inc. (n/k/a Dynege Inc.)
6. Dynege Illinois Inc.
7. DMT G.P., L.L.C. (n/k/a Dynege Power Marketing, LLC)
8. e Prime Inc.
9. Northern States Power Company
10. The Williams Companies, Inc.
11. Williams Merchant Services Company, Inc. (n/k/a Williams Merchant Services Company, LLC)
12. Williams Power Company, Inc. (n/k/a WPX Energy Marketing, LLC)
13. Xcel Energy, Inc.



## AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made effective as of October 18, 2019 by and between (i) CARTHAGE COLLEGE, a Wisconsin private educational institution (“Client”); and (ii) KOHNER, MANN & KAILAS, S.C., a Wisconsin service corporation (“KMK”), POLSINELLI PC, a Missouri professional corporation (“Polsinelli”), and PERKINS COIE LLP, a Washington limited liability partnership (“Perkins Coie”) (collectively herein, “Attorneys”).

### RECITALS

- A. Client purchases and uses natural gas in the State of Wisconsin.
- B. Client is a named plaintiff and serves, and will seek to continue to serve, as a class representative in a case against certain sellers of natural gas, and Attorneys are agreeable to including Client as a named plaintiff.
- C. Client desires to engage and employ Attorneys to represent it in such a case.

### AGREEMENT

In consideration of the promises and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. **Employment.** Client hereby retains and employs Attorneys to represent Client as its Attorneys and acknowledges that an attorney/client relationship has been established.
2. **Purposes.** Attorneys are hereby employed to represent Client with respect to:
  - a. A lawsuit filed on behalf of Client individually and as representative of purchasers of natural gas against certain sellers of natural gas identified in Exhibits A and B attached hereto, and other companies similarly situated as may be identified in the future (collectively “Defendants”) for activities relating to a conspiracy and agreements affecting natural gas market prices in violation of Wisconsin law (the “Case”). Client authorizes Attorneys to provide the following legal services: investigation, research, all court appearances, correspondence, conferences, preparation of pleadings and other legal documents, pre-trial discovery, trial preparation, working with expert and trial witnesses, trial, mediation or arbitration, and all other work required to handle this Case. Client authorizes Attorneys to use discretion to delegate tasks or assignments to lawyers at the Attorneys’ firms, or to non-attorney support staff members, in the interests of necessity, efficiency or economy. Client authorizes Attorneys to affiliate on its behalf with other firms or lawyers as co-counsel to assist in the prosecution of the Case (“Co-Counsel”).
  - b. Client understands and agrees that the Case was commenced as a class action lawsuit, and that Client was included as a named plaintiff in a complaint filed by the Attorneys in Wisconsin. Other similarly situated natural gas purchasers may retain Attorneys to pursue this action or similar causes of action against Defendants and may be added as additional named plaintiffs in this Case as it proceeds.

c. Client and Attorneys may make additional agreements in writing to provide for legal services not covered by this Agreement, but without such a separate written agreement, Attorneys are not required or authorized to represent Client regarding any other matter or in any other court, case, or legal proceeding, except that Client understands that this case may be consolidated with other cases, and Client authorizes Attorneys to represent it in related cases and legal proceedings, but only to the extent such case is consolidated.

3. **Legal Fees.** Client authorizes Attorneys to represent Client upon the following contingent fee basis:

a. The term “Recovery” or “Recoveries” as used in this Agreement shall include all monies, real property, personal property, stock or company ownership interest, business transaction, and other value received, recovered or obtained by or on behalf of Client with respect to or as a result of the Case, including but not limited to, any court-awarded attorneys’ fees or costs.

b. Client agrees to Attorneys receiving a contingent fee of thirty-five percent (35%) of any Recovery, after reduction of litigation costs and expenses (defined below in Section 5), as compensation for legal services rendered on behalf of Client and/or the class in the Case (the “Attorneys’ Fee”); Client understands that if the Case is certified as a class action, that the attorneys’ fees recoverable in a class action are normally reviewed by the court having jurisdiction over the class action, and that the ultimate fees recovered herein will likely be determined by the court having jurisdiction over the Case. Client acknowledges and agrees that such determination should be based upon whether the fees provided for in this Agreement are reasonable pursuant to the Wisconsin Rules of Professional Conduct. In any hearing or proceeding to determine the reasonableness of the ultimate fees to be awarded to the Attorneys, Client shall not argue that a contingent fee of thirty-five percent as provided for herein is unreasonable.

c. Client agrees that the proposed distribution of any Attorneys’ Fee award between the Attorneys as set out in the Attached Exhibit B is fair and appropriate in light of their work performed to date and their respective responsibilities. If Attorneys seek to modify this proposed distribution of Attorneys’ Fees, they will inform Client and obtain Client approval for such modification.

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f. The Attorneys' Fee provided for hereunder is not set by law. Rather, it is negotiated between Client and Attorneys. By signing this Agreement, Client acknowledges that (i) it does not desire to hire Attorneys on an hourly fee basis to handle the Case; (ii) the Attorneys' Fee has been discussed and negotiated between the parties; and (iii) the terms and conditions of the Attorneys' Fee are considered by Client to be reasonable at the time the parties enter into this Agreement.

g. In the event the court or quasi-judicial officer assesses sanctions against Defendants for discovery or other litigation abuse, such shall be considered a Recovery hereunder.

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to receive any fee or reimbursement of costs post-discharge remains contingent upon there being a Recovery in the Case, and in no event shall Attorneys be entitled to recover any fee or costs directly from Client, in excess of a Recovery in the Case, or in excess of the respective share of the Attorneys' Attorneys' Fee as provided for in Section 3 and 9(a) above and Exhibit B. Unless the court in the Case rules otherwise, Attorneys shall be entitled to a reimbursement of their total incurred costs out of any Recovery in the Case prior to successor counsel receiving any reimbursement of cost or payment of fees. In the event of a court-approved discharge of the Attorneys as counsel for the Client in the Case, the Client shall be under no obligation to proceed with the Case and shall be free, among other things, to seek dismissal of the Case.

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13. **Severability.** If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions of the Agreement shall nevertheless remain valid and enforceable.

14. **Attorneys' Lien.**

a. Client grants Attorneys a lien on any Recoveries relating to the Action and agrees to execute any and all further documents to evidence and facilitate the enforcement of the lien. This lien shall remain in effect if Attorneys withdraw from representation of Client or if Client terminates their representation.

b. Client has informed Attorneys that no persons or entities, other than Perkins Coie, Polsinelli, and KMK, has a potential subrogation right to or lien on the amount that Client may recover from the Action. Nevertheless, if other persons or entities have a

subrogation right to or lien on the amount that Client recovers, Client will pay all subrogation rights or liens from the Recovery after paying the Attorneys' Fee and any unpaid Litigation Expenses. Client authorizes and directs Attorneys to pay, on behalf of Client, the subrogation right or lien before any disbursement to Client. The Attorneys' Fee, however, shall be based on the Recovery, before payment of any subrogation right or lien.

15. **Wisconsin Service Corporation Notice.** The Wisconsin Supreme Court requires law firms that operate as service corporations, as does KMK, to advise clients and prospective clients that, as a result of change in the service corporation statutes, vicarious liability for shareholders of law firm service corporations has been eliminated. This means that, in the event of an error, KMK and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter. The Supreme Court also requires law firm service corporations to register annually with the State Bar of Wisconsin and to carry certain minimum liability insurance coverage. KMK has so registered and the liability insurance of KMK is well in excess of the minimum required for firms of our size.

16. **Independent Counsel.** Attorneys are not acting as Client's counsel with respect to this Agreement. Client should consult with independent counsel to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Pursuant to the ethical rules and practices that apply to Attorneys serving as counsel to Client in matters other than this Agreement, the potential for conflict of interest exists in that Attorneys may be put in a position to consider their own interests above those of Clients with respect to this Agreement. Client should consult with independent counsel on this potential conflict of interest and to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Execution of this Agreement confirms the parties' belief that the terms of this Agreement are fair and reasonable to Client.


17. **Signatures.** This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall be deemed original signatures for all purposes.

18. **Entire Agreement.** This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior or other concurrent agreements or understandings whether written or oral, with the exception of any settlements already approved by a court. This Agreement may not be modified, amended, or replaced except by written amendment to this Agreement that is signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

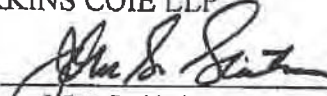
CARTHAGE COLLEGE

By:   
Name: DARE R. MCCLEAIN  
Client Address: V.P. + CFO  
2001 Alford Park Drive  
Kenosha, Wisconsin 53140-1994

KOHNER, MANN & KAILAS, S.C.

By: \_\_\_\_\_  
Robert L. Gegios, Shareholder  
Firm Address:  
Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By:   
John S. Skilton, Shareholder  
Firm Address:  
33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSINELLI

By: \_\_\_\_\_  
Russell S. Jones, Jr., Shareholder  
Firm Address:  
900 W. 48th Place, Suite 900  
Kansas City, MO 64112

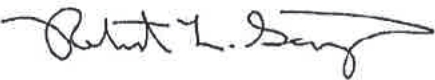


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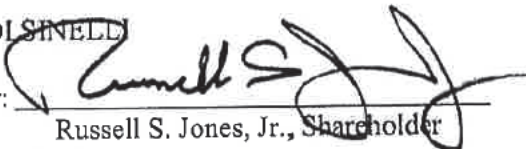
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Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By: \_\_\_\_\_  
John S. Skilton, Shareholder  
Firm Address:  
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Madison, WI 53703-3095

POLSKNELLE

By:  \_\_\_\_\_  
Russell S. Jones, Jr., Shareholder  
Firm Address:  
900 W. 48th Place, Suite 900  
Kansas City, MO 64112

**EXHIBIT A**

**DEFENDANTS**

1. CMS Energy Corporation
2. CMS Field Services, Inc. (n/k/a Cantera Gas Company)
3. CMS Marketing Services and Trading Company (n/k/a CMS Energy Resources Management Co.)
4. Dynegy Marketing and Trade (n/k/a Dynegy Marketing and Trade, LLC)
5. Dynegy GP Inc. (n/k/a Dynegy Inc.)
6. Dynegy Illinois Inc.
7. DMT G.P., L.L.C. (n/k/a Dynegy Power Marketing, LLC)
8. e Prime Inc.
9. Northern States Power Company
10. The Williams Companies, Inc.
11. Williams Merchant Services Company, Inc. (n/k/a Williams Merchant Services Company, LLC)
12. Williams Power Company, Inc. (n/k/a WPX Energy Marketing, LLC)
13. Xcel Energy, Inc.

## AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made effective as of October 28, 2019 by and between (i) LADISH CO., INC. (n/k/a ATI LADISH LLC), a Wisconsin corporation (“Client”); and (ii) KOHNER, MANN & KAILAS, S.C., a Wisconsin service corporation (“KMK”), POLSINELLI PC, a Missouri professional corporation (“Polsinelli”), and PERKINS COIE LLP, a Washington limited liability partnership (“Perkins Coie”) (collectively herein, “Attorneys”).

### RECITALS

- A. Client purchases and uses natural gas in the State of Wisconsin.
- B. Client is a named plaintiff and serves, and will seek to continue to serve, as a class representative in a case against certain sellers of natural gas, and Attorneys are agreeable to including Client as a named plaintiff.
- C. Client desires to engage and employ Attorneys to represent it in such a case.

### AGREEMENT

In consideration of the promises and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. **Employment.** Client hereby retains and employs Attorneys to represent Client as its Attorneys and acknowledges that an attorney/client relationship has been established.
2. **Purposes.** Attorneys are hereby employed to represent Client with respect to:
  - a. A lawsuit filed on behalf of Client individually and as representative of purchasers of natural gas against certain sellers of natural gas identified in Exhibits A and B attached hereto, and other companies similarly situated as may be identified in the future (collectively “Defendants”) for activities relating to a conspiracy and agreements affecting natural gas market prices in violation of Wisconsin law (the “Case”). Client authorizes Attorneys to provide the following legal services: investigation, research, all court appearances, correspondence, conferences, preparation of pleadings and other legal documents, pre-trial discovery, trial preparation, working with expert and trial witnesses, trial, mediation or arbitration, and all other work required to handle this Case. Client authorizes Attorneys to use discretion to delegate tasks or assignments to lawyers at the Attorneys’ firms, or to non-attorney support staff members, in the interests of necessity, efficiency or economy. Client authorizes Attorneys to affiliate on its behalf with other firms or lawyers as co-counsel to assist in the prosecution of the Case (“Co-Counsel”).
  - b. Client understands and agrees that the Case was commenced as a class action lawsuit, and that Client was included as a named plaintiff in a complaint filed by the Attorneys in Wisconsin. Other similarly situated natural gas purchasers may retain Attorneys to pursue this action or similar causes of action against Defendants and may be added as additional named plaintiffs in this Case as it proceeds.

c. Client and Attorneys may make additional agreements in writing to provide for legal services not covered by this Agreement, but without such a separate written agreement, Attorneys are not required or authorized to represent Client regarding any other matter or in any other court, case, or legal proceeding, except that Client understands that this case may be consolidated with other cases, and Client authorizes Attorneys to represent it in related cases and legal proceedings, but only to the extent such case is consolidated.

3. **Legal Fees.** Client authorizes Attorneys to represent Client upon the following contingent fee basis:

a. The term “Recovery” or “Recoveries” as used in this Agreement shall include all monies, real property, personal property, stock or company ownership interest, business transaction, and other value received, recovered or obtained by or on behalf of Client with respect to or as a result of the Case, including but not limited to, any court-awarded attorneys’ fees or costs.

b. Client agrees to Attorneys receiving a contingent fee of thirty-five percent (35%) of any Recovery, after reduction of litigation costs and expenses (defined below in Section 5), as compensation for legal services rendered on behalf of Client and/or the class in the Case (the “Attorneys’ Fee”); Client understands that if the Case is certified as a class action, that the attorneys’ fees recoverable in a class action are normally reviewed by the court having jurisdiction over the class action, and that the ultimate fees recovered herein will likely be determined by the court having jurisdiction over the Case. Client acknowledges and agrees that such determination should be based upon whether the fees provided for in this Agreement are reasonable pursuant to the Wisconsin Rules of Professional Conduct. In any hearing or proceeding to determine the reasonableness of the ultimate fees to be awarded to the Attorneys, Client shall not argue that a contingent fee of thirty-five percent as provided for herein is unreasonable.

c. Client agrees that the proposed distribution of any Attorneys’ Fee award between the Attorneys as set out in the Attached Exhibit B is fair and appropriate in light of their work performed to date and their respective responsibilities. If Attorneys seek to modify this proposed distribution of Attorneys’ Fees, they will inform Client and obtain Client approval for such modification.

d. The Attorneys’ Fee is due only if the class, Client or both receive a Recovery for their claims, whether such Recovery shall come from negotiation or compromise or after adversary proceedings. Client pays no Attorneys’ Fee under this Agreement unless Recovery is obtained for the class, Client, or both.

e. If the Recovery provided for in paragraph 3.a. takes the form of commercial concessions or the granting of anything of value to Client or the class other than cash, then the value of such shall be estimated by Attorneys and presented to the court having jurisdiction over the Case for determination. The value approved by that court shall be used for purposes of establishing the Attorneys’ Fee payable from the Recovery.

f. The Attorneys' Fee provided for hereunder is not set by law. Rather, it is negotiated between Client and Attorneys. By signing this Agreement, Client acknowledges that (i) it does not desire to hire Attorneys on an hourly fee basis to handle the Case; (ii) the Attorneys' Fee has been discussed and negotiated between the parties; and (iii) the terms and conditions of the Attorneys' Fee are considered by Client to be reasonable at the time the parties enter into this Agreement.

g. In the event the court or quasi-judicial officer assesses sanctions against Defendants for discovery or other litigation abuse, such shall be considered a Recovery hereunder.

h. The contingent fee provided for herein does not include any costs and expenses incurred by Attorneys and/or Co-Counsel on Client or the class's behalf (see Section 4 below).

**4. Joint Representation.** Client acknowledges the following:

a. When Attorneys are asked to represent multiple clients in a single matter, the rules governing professional responsibility and conflicts of interest require that Attorneys (i) explain the implications of joint representation and the advantages and risks involved, and (ii) obtain the written consent of each client participating in the joint representation.

b. Client agrees to be jointly represented by Attorneys with other clients ("Clients"). If Clients disagree on any issue, Attorneys will ask Clients to resolve their differences among themselves, without Attorneys' assistance. If Clients cannot resolve their differences, Attorneys will not be able to represent any one of the Clients on that issue and will be unable to advise the Clients with respect to their rights vis-à-vis one another.

c. Attorneys and Client agree that no confidences will exist among them as against other Clients regarding the Services. That means, among other things, that if Attorneys receive information from or about one of the Clients that Attorneys believe another client should have in order to make decisions regarding the subject of Attorneys' representation, Attorneys may give such other client that information.

d. While joint representation may pose a risk of conflicts of interest, with respect to this Case, Attorneys do not see a conflict of interest between Clients as a significant risk and are comfortable that Attorneys can represent Clients without any conflicts of interest. If, at any time in the future, one of the Clients concludes or Attorneys conclude that a conflict of interest exists which precludes continued joint representation, such client, or Attorneys, will promptly raise that belief. Should that happen, Client agrees that Attorneys may continue to represent remaining Clients. Client also agrees that Attorneys may use any and all information gained in the course of the joint representation in the continued representation of the remaining Client(s).

e. Client acknowledges that Polsinelli PC has represented other clients in related actions in Missouri, Kansas and Colorado; that the Missouri and Kansas actions have been

finally resolved by settlements; and that the Colorado action, Breckenridge Brewery of Colorado, LLC v. Oneok Inc., et al., No. 1:06-cv-01110-REB-MEH, remains pending in the District of Colorado. Client consents to Polsinelli's ongoing representation of plaintiffs, individually and as class representatives, in the Breckenridge action, acknowledge that Polsinelli, subject to applicable ethical obligations, may represent and provide advice and counsel to and in the best interests of the Breckenridge plaintiffs and class, and that Client does not object to the Breckenridge representation.

**5. Costs and Expenses.**

a. Client pays no costs or expenses unless there is a Recovery in the Case. The Attorneys shall bear the costs and expenses of pursuing the Case during the course of the Case, but if there is a Recovery in the Case for Client or the class, the Attorneys (subject to court approval if required by the class action nature of the Case), are entitled to be reimbursed from the Recovery for the costs and expenses incurred by the Attorneys in pursuing the Case, but only up to the amount of the Recovery, should the amount of the recovery be less than total costs and expenses incurred. If there is no Recovery in the Case, the Attorneys are solely responsible for the costs and expenses incurred in pursuing the Case.

b. Client authorizes Attorneys to incur such costs and expenses as Attorneys deem to be in the best interest of the class, including but not limited to: court reporter fees, paralegal administrative costs, subpoena service, expert and consultants' fees and expenses, photocopies, computer scanning and program work, court costs, postage and courier costs, deposition video and transcript costs, travel costs, telephone charges, mediation or arbitration costs, internal and external document reproduction and imaging costs, expenses related to the creation and maintenance of case specific databases and related consulting fees and expenses, demonstrative exhibit costs, audiovisual equipment rental, long distance telephone, wireless data and cellular charges, facsimile expenses, electronic legal research, corporate, financial and other industry literature research (including, but not limited to Lexis Nexis, Hoover's, EDGAR Online, Inc., etc. and other public and governmental databases), jury consultant, and investigation fees and expenses, reasonable travel expenses, meals and hotel accommodations appropriate to facilitate Attorneys' work on the Case when traveling, investigative fees, witness fees, transcript costs (hard and electronic copies), real-time charges and expenses. Costs and expenses shall be deducted from the gross recovery, after which Attorneys' Fees shall be calculated based upon the remaining net recovery, and payment of fees distributed from such recovery. In the event of any partial settlement(s) during the course of the Case, such settlements shall be applied first to cover the Attorneys' incurred costs and expenses; in addition, Attorneys may retain in trust such partial settlement or portion thereof, to pay the costs and expenses of the Case as shall be reasonably projected by the Attorneys, and may disburse such funds during the course of the Case to cover such expenses.

c. Client understands and agrees that Attorneys may share certain litigation costs and expenses with other similarly situated purchasers of natural gas who have a cause of action against the Defendants. Attorneys will separately account for costs and expenses

incurred on behalf of the class in the Case. Examples of shared expenses include but are not limited to: document production expenses, deposition costs, document depository expenses, and common expert expenses.

**6. Client's Responsibilities.** Client shall:

- a. cooperate fully with Attorneys and Co-Counsel, including obtaining the cooperation of present and former employees of Client;
- b. read documents given to Client by Attorneys, and
- c. promptly on request provide Attorneys with all information and documents under Client's control relevant to the issues in this Case.

**7. Settlement Approval.** Attorneys will not propose or accept any settlement of the Case without Client's prior approval.

**8. Right to Terminate.**

a. Attorneys and/or Co-Counsel have the right hereunder to unilaterally withdraw as Client's Attorney(s) of record, and terminate their services, if:

- i. Client fails to cooperate fully with Attorneys and Co-Counsel;
- ii. Client misrepresents or fails to disclose material facts; or
- iii. If Attorneys and/or Co-Counsel determine in their reasonable discretion that continuation of legal services for Client or the class would be unethical, impractical or if at any time, acting in good faith, Attorneys reach the opinion that this cause of action or any part thereof lacks merit.

b. If Attorneys or Co-Counsel withdraw and terminate their services, they shall not be entitled to receive any fees or costs from Client, but in the event there is a Recovery in the Case or based on the allegations in the Case after the withdrawal and termination, they shall, subject to court approval as to the amount, be entitled to recover their costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B.

c. It is Client's prerogative to discharge the Attorneys as its counsel at any point of time subject to court approval. If the Attorneys are discharged and there is a Recovery in the Case, however, the Attorneys shall, subject to court approval as to the amount, be entitled to recover the costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B. The Attorneys' right

to receive any fee or reimbursement of costs post-discharge remains contingent upon there being a Recovery in the Case, and in no event shall Attorneys be entitled to recover any fee or costs directly from Client, in excess of a Recovery in the Case, or in excess of the respective share of the Attorneys' Attorneys' Fee as provided for in Section 3 and 9(a) above and Exhibit B. Unless the court in the Case rules otherwise, Attorneys shall be entitled to a reimbursement of their total incurred costs out of any Recovery in the Case prior to successor counsel receiving any reimbursement of cost or payment of fees. In the event of a court-approved discharge of the Attorneys as counsel for the Client in the Case, the Client shall be under no obligation to proceed with the Case and shall be free, among other things, to seek dismissal of the Case.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

LADISH CO., INC. (n/k/a ATILADISH LLC),

By: Elliot S. Davis

Name: Elliot S. Davis, Sr. Vice President & General Counsel

Client Address:

1000 Sixth PPG Place  
Pittsburgh, Pennsylvania 15222

KOHNER, MANN & KAILAS, S.C.

By: Robert L. Gegios

Robert L. Gegios, Shareholder

Firm Address:

Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By: \_\_\_\_\_

John S. Skilton, Shareholder

Firm Address:

33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSNELLI

By: Russell S. Jones, Jr.

Russell S. Jones, Jr., Shareholder

Firm Address:

900 W. 48th Place, Suite 900  
Kansas City, MO 64112

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By: \_\_\_\_\_

Name:

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13. Xcel Energy, Inc.

## AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made effective as of October 25, 2019 by and between (i) MERRICK'S, INC., a Wisconsin corporation ("Client"); and (ii) KOHNER, MANN & KAILAS, S.C., a Wisconsin service corporation ("KMK"), POLSINELLI PC, a Missouri professional corporation ("Polsinelli"), and PERKINS COIE LLP, a Washington limited liability partnership ("Perkins Coie") (collectively herein, "Attorneys").

### RECITALS

- A. Client purchases and uses natural gas in the State of Wisconsin.
- B. Client is a named plaintiff and serves, and will seek to continue to serve, as a class representative in a case against certain sellers of natural gas, and Attorneys are agreeable to including Client as a named plaintiff.
- C. Client desires to engage and employ Attorneys to represent it in such a case.

### AGREEMENT

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1. **Employment.** Client hereby retains and employs Attorneys to represent Client as its Attorneys and acknowledges that an attorney/client relationship has been established.
2. **Purposes.** Attorneys are hereby employed to represent Client with respect to:
  - a. A lawsuit filed on behalf of Client individually and as representative of purchasers of natural gas against certain sellers of natural gas identified in Exhibits A and B attached hereto, and other companies similarly situated as may be identified in the future (collectively "Defendants") for activities relating to a conspiracy and agreements affecting natural gas market prices in violation of Wisconsin law (the "Case"). Client authorizes Attorneys to provide the following legal services: investigation, research, all court appearances, correspondence, conferences, preparation of pleadings and other legal documents, pre-trial discovery, trial preparation, working with expert and trial witnesses, trial, mediation or arbitration, and all other work required to handle this Case. Client authorizes Attorneys to use discretion to delegate tasks or assignments to lawyers at the Attorneys' firms, or to non-attorney support staff members, in the interests of necessity, efficiency or economy. Client authorizes Attorneys to affiliate on its behalf with other firms or lawyers as co-counsel to assist in the prosecution of the Case ("Co-Counsel").
  - b. Client understands and agrees that the Case was commenced as a class action lawsuit, and that Client was included as a named plaintiff in a complaint filed by the Attorneys in Wisconsin. Other similarly situated natural gas purchasers may retain Attorneys to pursue this action or similar causes of action against Defendants and may be added as additional named plaintiffs in this Case as it proceeds.

c. Client and Attorneys may make additional agreements in writing to provide for legal services not covered by this Agreement, but without such a separate written agreement, Attorneys are not required or authorized to represent Client regarding any other matter or in any other court, case, or legal proceeding, except that Client understands that this case may be consolidated with other cases, and Client authorizes Attorneys to represent it in related cases and legal proceedings, but only to the extent such case is consolidated.

3. **Legal Fees.** Client authorizes Attorneys to represent Client upon the following contingent fee basis:

a. The term “Recovery” or “Recoveries” as used in this Agreement shall include all monies, real property, personal property, stock or company ownership interest, business transaction, and other value received, recovered or obtained by or on behalf of Client with respect to or as a result of the Case, including but not limited to, any court-awarded attorneys’ fees or costs.

b. Client agrees to Attorneys receiving a contingent fee of thirty-five percent (35%) of any Recovery, after reduction of litigation costs and expenses (defined below in Section 5), as compensation for legal services rendered on behalf of Client and/or the class in the Case (the “Attorneys’ Fee”); Client understands that if the Case is certified as a class action, that the attorneys’ fees recoverable in a class action are normally reviewed by the court having jurisdiction over the class action, and that the ultimate fees recovered herein will likely be determined by the court having jurisdiction over the Case. Client acknowledges and agrees that such determination should be based upon whether the fees provided for in this Agreement are reasonable pursuant to the Wisconsin Rules of Professional Conduct. In any hearing or proceeding to determine the reasonableness of the ultimate fees to be awarded to the Attorneys, Client shall not argue that a contingent fee of thirty-five percent as provided for herein is unreasonable.

c. Client agrees that the proposed distribution of any Attorneys’ Fee award between the Attorneys as set out in the Attached Exhibit B is fair and appropriate in light of their work performed to date and their respective responsibilities. If Attorneys seek to modify this proposed distribution of Attorneys’ Fees, they will inform Client and obtain Client approval for such modification.

d. The Attorneys’ Fee is due only if the class, Client or both receive a Recovery for their claims, whether such Recovery shall come from negotiation or compromise or after adversary proceedings. Client pays no Attorneys’ Fee under this Agreement unless Recovery is obtained for the class, Client, or both.

e. If the Recovery provided for in paragraph 3.a. takes the form of commercial concessions or the granting of anything of value to Client or the class other than cash, then the value of such shall be estimated by Attorneys and presented to the court having jurisdiction over the Case for determination. The value approved by that court shall be used for purposes of establishing the Attorneys’ Fee payable from the Recovery.

f. The Attorneys' Fee provided for hereunder is not set by law. Rather, it is negotiated between Client and Attorneys. By signing this Agreement, Client acknowledges that (i) it does not desire to hire Attorneys on an hourly fee basis to handle the Case; (ii) the Attorneys' Fee has been discussed and negotiated between the parties; and (iii) the terms and conditions of the Attorneys' Fee are considered by Client to be reasonable at the time the parties enter into this Agreement.

g. In the event the court or quasi-judicial officer assesses sanctions against Defendants for discovery or other litigation abuse, such shall be considered a Recovery hereunder.

h. The contingent fee provided for herein does not include any costs and expenses incurred by Attorneys and/or Co-Counsel on Client or the class's behalf (see Section 4 below).

4. **Joint Representation.** Client acknowledges the following:

a. When Attorneys are asked to represent multiple clients in a single matter, the rules governing professional responsibility and conflicts of interest require that Attorneys (i) explain the implications of joint representation and the advantages and risks involved, and (ii) obtain the written consent of each client participating in the joint representation.

b. Client agrees to be jointly represented by Attorneys with other clients ("Clients"). If Clients disagree on any issue, Attorneys will ask Clients to resolve their differences among themselves, without Attorneys' assistance. If Clients cannot resolve their differences, Attorneys will not be able to represent any one of the Clients on that issue and will be unable to advise the Clients with respect to their rights vis-à-vis one another.

c. Attorneys and Client agree that no confidences will exist among them as against other Clients regarding the Services. That means, among other things, that if Attorneys receive information from or about one of the Clients that Attorneys believe another client should have in order to make decisions regarding the subject of Attorneys' representation, Attorneys may give such other client that information.

d. While joint representation may pose a risk of conflicts of interest, with respect to this Case, Attorneys do not see a conflict of interest between Clients as a significant risk and are comfortable that Attorneys can represent Clients without any conflicts of interest. If, at any time in the future, one of the Clients concludes or Attorneys conclude that a conflict of interest exists which precludes continued joint representation, such client, or Attorneys, will promptly raise that belief. Should that happen, Client agrees that Attorneys may continue to represent remaining Clients. Client also agrees that Attorneys may use any and all information gained in the course of the joint representation in the continued representation of the remaining Client(s).

e. Client acknowledges that Polsinelli PC has represented other clients in related actions in Missouri, Kansas and Colorado; that the Missouri and Kansas actions have been finally resolved by settlements; and that the Colorado action, Breckenridge Brewery of Colorado, LLC v. Oneok Inc., et al., No. 1:06-cv-01110-REB-MEH, remains pending in

the District of Colorado. Client consents to Polsinelli's ongoing representation of plaintiffs, individually and as class representatives, in the Breckenridge action, acknowledge that Polsinelli, subject to applicable ethical obligations, may represent and provide advice and counsel to and in the best interests of the Breckenridge plaintiffs and class, and that Client does not object to the Breckenridge representation.

**5. Costs and Expenses.**

a. Client pays no costs or expenses unless there is a Recovery in the Case. The Attorneys shall bear the costs and expenses of pursuing the Case during the course of the Case, but if there is a Recovery in the Case for Client or the class, the Attorneys (subject to court approval if required by the class action nature of the Case), are entitled to be reimbursed from the Recovery for the costs and expenses incurred by the Attorneys in pursuing the Case, but only up to the amount of the Recovery, should the amount of the recovery be less than total costs and expenses incurred. If there is no Recovery in the Case, the Attorneys are solely responsible for the costs and expenses incurred in pursuing the Case.

b. Client authorizes Attorneys to incur such costs and expenses as Attorneys deem to be in the best interest of the class, including but not limited to: court reporter fees, paralegal administrative costs, subpoena service, expert and consultants' fees and expenses, photocopies, computer scanning and program work, court costs, postage and courier costs, deposition video and transcript costs, travel costs, telephone charges, mediation or arbitration costs, internal and external document reproduction and imaging costs, expenses related to the creation and maintenance of case specific databases and related consulting fees and expenses, demonstrative exhibit costs, audiovisual equipment rental, long distance telephone, wireless data and cellular charges, facsimile expenses, electronic legal research, corporate, financial and other industry literature research (including, but not limited to Lexis Nexis, Hoover's, EDGAR Online, Inc., etc. and other public and governmental databases), jury consultant, and investigation fees and expenses, reasonable travel expenses, meals and hotel accommodations appropriate to facilitate Attorneys' work on the Case when traveling, investigative fees, witness fees, transcript costs (hard and electronic copies), real-time charges and expenses. Costs and expenses shall be deducted from the gross recovery, after which Attorneys' Fees shall be calculated based upon the remaining net recovery, and payment of fees distributed from such recovery. In the event of any partial settlement(s) during the course of the Case, such settlements shall be applied first to cover the Attorneys' incurred costs and expenses; in addition, Attorneys may retain in trust such partial settlement or portion thereof, to pay the costs and expenses of the Case as shall be reasonably projected by the Attorneys, and may disburse such funds during the course of the Case to cover such expenses.

c. Client understands and agrees that Attorneys may share certain litigation costs and expenses with other similarly situated purchasers of natural gas who have a cause of action against the Defendants. Attorneys will separately account for costs and expenses incurred on behalf of the class in the Case. Examples of shared expenses include but are not limited to: document production expenses, deposition costs, document depository expenses, and common expert expenses.



6. **Client's Responsibilities.** Client shall:

- a. cooperate fully with Attorneys and Co-Counsel, including obtaining the cooperation of present and former employees of Client;
- b. read documents given to Client by Attorneys, and
- c. promptly on request provide Attorneys with all information and documents under Client's control relevant to the issues in this Case.

7. **Settlement Approval.** Attorneys will not propose or accept any settlement of the Case without Client's prior approval.

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a. Attorneys and/or Co-Counsel have the right hereunder to unilaterally withdraw as Client's Attorney(s) of record, and terminate their services, if:

- i. Client fails to cooperate fully with Attorneys and Co-Counsel;
- ii. Client misrepresents or fails to disclose material facts; or

iii. If Attorneys and/or Co-Counsel determine in their reasonable discretion that continuation of legal services for Client or the class would be unethical, impractical or if at any time, acting in good faith, Attorneys reach the opinion that this cause of action or any part thereof lacks merit.

b. If Attorneys or Co-Counsel withdraw and terminate their services, they shall not be entitled to receive any fees or costs from Client, but in the event there is a Recovery in the Case or based on the allegations in the Case after the withdrawal and termination, they shall, subject to court approval as to the amount, be entitled to recover their costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B.

c. It is Client's prerogative to discharge the Attorneys as its counsel at any point of time subject to court approval. If the Attorneys are discharged and there is a Recovery in the Case, however, the Attorneys shall, subject to court approval as to the amount, be entitled to recover the costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B. The Attorneys' right to receive any fee or reimbursement of costs post-discharge remains contingent upon there being a Recovery in the Case, and in no event shall Attorneys be entitled to recover any fee or costs directly from Client, in excess of a Recovery in the Case, or in excess of the respective share of the Attorneys' Attorneys' Fee as provided for in Section 3 and 9(a) above and Exhibit B. Unless the court in the Case rules otherwise, Attorneys shall be

entitled to a reimbursement of their total incurred costs out of any Recovery in the Case prior to successor counsel receiving any reimbursement of cost or payment of fees. In the event of a court-approved discharge of the Attorneys as counsel for the Client in the Case, the Client shall be under no obligation to proceed with the Case and shall be free, among other things, to seek dismissal of the Case.

9. **Incentive Payments.** As part of the Case, Attorneys shall ask the court to award the class representative its out-of-pocket expenses and a reasonable incentive award consistent with incentive awards awarded to class representatives in similar class action cases.

10. **No Guarantees.** Attorneys agree to provide Client with conscientious, competent, and diligent services. Attorneys will at all times seek to achieve a resolution of this Case which is just, fair and reasonable. However, because of the inherent uncertainty of legal proceedings, the varying interpretations of and changes in the law, the difficulties of overcoming defenses, and many other unknown factors, Attorneys cannot and do not warrant, predict, or guarantee (i) any specific outcome, verdict, ruling, settlement, incentive award or result, or (ii) how much Client's total Attorneys' Fees, costs and expenses will be if there is a recovery from the defendants. No guarantee is made that the claims that Attorneys have commenced on Client's behalf will be considered by the Courts to be timely.

11. **Tax Consequences.** Client understands that no advice is given to Client by Attorneys and Co-Counsel concerning tax consequences. Client agrees to seek advice elsewhere, and holds Attorneys and Co-Counsel harmless therefore.

12. **Applicable Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin.

13. **Severability.** If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions of the Agreement shall nevertheless remain valid and enforceable.

14. **Attorneys' Lien.**

a. Client grants Attorneys a lien on any Recoveries relating to the Action and agrees to execute any and all further documents to evidence and facilitate the enforcement of the lien. This lien shall remain in effect if Attorneys withdraw from representation of Client or if Client terminates their representation.

b. Client has informed Attorneys that no persons or entities, other than Perkins Coie, Polsinelli, and KMK, has a potential subrogation right to or lien on the amount that Client may recover from the Action. Nevertheless, if other persons or entities have a subrogation right to or lien on the amount that Client recovers, Client will pay all subrogation rights or liens from the Recovery after paying the Attorneys' Fee and any unpaid Litigation Expenses. Client authorizes and directs Attorneys to pay, on behalf of Client, the subrogation right or lien before any disbursement to Client. The Attorneys' Fee, however, shall be based on the Recovery, before payment of any subrogation right or lien.

15. **Wisconsin Service Corporation Notice.** The Wisconsin Supreme Court requires law firms that operate as service corporations, as does KMK, to advise clients and prospective clients that, as a result of change in the service corporation statutes, vicarious liability for shareholders of law firm service corporations has been eliminated. This means that, in the event of an error, KMK and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter. The Supreme Court also requires law firm service corporations to register annually with the State Bar of Wisconsin and to carry certain minimum liability insurance coverage. KMK has so registered and the liability insurance of KMK is well in excess of the minimum required for firms of our size.

16. **Independent Counsel.** Attorneys are not acting as Client's counsel with respect to this Agreement. Client should consult with independent counsel to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Pursuant to the ethical rules and practices that apply to Attorneys serving as counsel to Client in matters other than this Agreement, the potential for conflict of interest exists in that Attorneys may be put in a position to consider their own interests above those of Clients with respect to this Agreement. Client should consult with independent counsel on this potential conflict of interest and to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Execution of this Agreement confirms the parties' belief that the terms of this Agreement are fair and reasonable to Client.

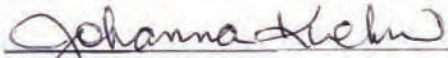
17. **Signatures.** This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall be deemed original signatures for all purposes.

18. **Entire Agreement.** This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior or other concurrent agreements or understandings whether written or oral, with the exception of any settlements already approved by a court. This Agreement may not be modified, amended, or replaced except by written amendment to this Agreement that is signed by all parties hereto.

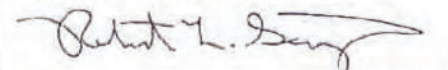
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

MERRICK'S, INC.

By:   
Name: Johanna Kuehn  
Client Address:  
P.O. Box 620307  
Middleton, Wisconsin 53562


KOHNER, MANN & KAILAS, S.C.

By:   
Robert L. Gegios, Shareholder  
Firm Address:  
Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By: \_\_\_\_\_  
John S. Skilton, Shareholder  
Firm Address:  
33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSNELLI

By:   
Russell S. Jones, Jr., Shareholder  
Firm Address:  
900 W. 48th Place, Suite 900  
Kansas City, MO 64112

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Middleton, Wisconsin 53562

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By: \_\_\_\_\_

Robert L. Gegios, Shareholder

Firm Address:

Barnabus Business Center

4650 N. Port Washington Road

Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By:  \_\_\_\_\_

John S. Skilton, Shareholder

Firm Address:

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Madison, WI 53703-3095

POLSINELLI

By: \_\_\_\_\_

Russell S. Jones, Jr., Shareholder

Firm Address:

900 W. 48th Place, Suite 900

Kansas City, MO 64112

**EXHIBIT A**

**DEFENDANTS**

1. CMS Energy Corporation
2. CMS Field Services, Inc. (n/k/a Cantera Gas Company)
3. CMS Marketing Services and Trading Company (n/k/a CMS Energy Resources Management Co.)
4. Dynegy Marketing and Trade (n/k/a Dynegy Marketing and Trade, LLC)
5. Dynegy GP Inc. (n/k/a Dynegy Inc.)
6. Dynegy Illinois Inc.
7. DMT G.P., L.L.C. (n/k/a Dynegy Power Marketing, LLC)
8. e Prime Inc.
9. Northern States Power Company
10. The Williams Companies, Inc.
11. Williams Merchant Services Company, Inc. (n/k/a Williams Merchant Services Company, LLC)
12. Williams Power Company, Inc. (n/k/a WPX Energy Marketing, LLC)
13. Xcel Energy, Inc.

## AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made effective as of October 18, 2019 by and between (i) NEWPAGE WISCONSIN SYSTEM INC., (n/k/a VERSO MINNESOTA WISCONSIN LLC), a Wisconsin corporation (“Client”); and (ii) KOHNER, MANN & KAILAS, S.C., a Wisconsin service corporation (“KMK”), POLSINELLI PC, a Missouri professional corporation (“Polsinelli”), and PERKINS COIE LLP, a Washington limited liability partnership (“Perkins Coie”) (collectively herein, “Attorneys”).

### RECITALS

- A. Client purchases and uses natural gas in the State of Wisconsin.
- B. Client is a named plaintiff and serves, and will seek to continue to serve, as a class representative in a case against certain sellers of natural gas, and Attorneys are agreeable to including Client as a named plaintiff.
- C. Client desires to engage and employ Attorneys to represent it in such a case.

### AGREEMENT

In consideration of the promises and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. **Employment.** Client hereby retains and employs Attorneys to represent Client as its Attorneys and acknowledges that an attorney/client relationship has been established.
2. **Purposes.** Attorneys are hereby employed to represent Client with respect to:
  - a. A lawsuit filed on behalf of Client individually and as representative of purchasers of natural gas against certain sellers of natural gas identified in Exhibits A and B attached hereto, and other companies similarly situated as may be identified in the future (collectively “Defendants”) for activities relating to a conspiracy and agreements affecting natural gas market prices in violation of Wisconsin law (the “Case”). Client authorizes Attorneys to provide the following legal services: investigation, research, all court appearances, correspondence, conferences, preparation of pleadings and other legal documents, pre-trial discovery, trial preparation, working with expert and trial witnesses, trial, mediation or arbitration, and all other work required to handle this Case. Client authorizes Attorneys to use discretion to delegate tasks or assignments to lawyers at the Attorneys’ firms, or to non-attorney support staff members, in the interests of necessity, efficiency or economy. Client authorizes Attorneys to affiliate on its behalf with other firms or lawyers as co-counsel to assist in the prosecution of the Case (“Co-Counsel”).
  - b. Client understands and agrees that the Case was commenced as a class action lawsuit, and that Client was included as a named plaintiff in a complaint filed by the Attorneys in Wisconsin. Other similarly situated natural gas purchasers may retain Attorneys to pursue this action or similar causes of action against Defendants and may be added as additional named plaintiffs in this Case as it proceeds.

c. Client and Attorneys may make additional agreements in writing to provide for legal services not covered by this Agreement, but without such a separate written agreement, Attorneys are not required or authorized to represent Client regarding any other matter or in any other court, case, or legal proceeding, except that Client understands that this case may be consolidated with other cases, and Client authorizes Attorneys to represent it in related cases and legal proceedings, but only to the extent such case is consolidated.

3. **Legal Fees.** Client authorizes Attorneys to represent Client upon the following contingent fee basis:

a. The term “Recovery” or “Recoveries” as used in this Agreement shall include all monies, real property, personal property, stock or company ownership interest, business transaction, and other value received, recovered or obtained by or on behalf of Client with respect to or as a result of the Case, including but not limited to, any court-awarded attorneys’ fees or costs.

b. Client agrees to Attorneys receiving a contingent fee of thirty-five percent (35%) of any Recovery, after reduction of litigation costs and expenses (defined below in Section 5), as compensation for legal services rendered on behalf of Client and/or the class in the Case (the “Attorneys’ Fee”); Client understands that if the Case is certified as a class action, that the attorneys’ fees recoverable in a class action are normally reviewed by the court having jurisdiction over the class action, and that the ultimate fees recovered herein will likely be determined by the court having jurisdiction over the Case. Client acknowledges and agrees that such determination should be based upon whether the fees provided for in this Agreement are reasonable pursuant to the Wisconsin Rules of Professional Conduct. In any hearing or proceeding to determine the reasonableness of the ultimate fees to be awarded to the Attorneys, Client shall not argue that a contingent fee of thirty-five percent as provided for herein is unreasonable.

c. Client agrees that the proposed distribution of any Attorneys’ Fee award between the Attorneys as set out in the Attached Exhibit B is fair and appropriate in light of their work performed to date and their respective responsibilities. If Attorneys seek to modify this proposed distribution of Attorneys’ Fees, they will inform Client and obtain Client approval for such modification.

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h. The contingent fee provided for herein does not include any costs and expenses incurred by Attorneys and/or Co-Counsel on Client or the class's behalf (see Section 4 below).

4. **Joint Representation.** Client acknowledges the following:

a. When Attorneys are asked to represent multiple clients in a single matter, the rules governing professional responsibility and conflicts of interest require that Attorneys (i) explain the implications of joint representation and the advantages and risks involved, and (ii) obtain the written consent of each client participating in the joint representation.

b. Client agrees to be jointly represented by Attorneys with other clients ("Clients"). If Clients disagree on any issue, Attorneys will ask Clients to resolve their differences among themselves, without Attorneys' assistance. If Clients cannot resolve their differences, Attorneys will not be able to represent any one of the Clients on that issue and will be unable to advise the Clients with respect to their rights vis-à-vis one another.

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b. Client has informed Attorneys that no persons or entities, other than Perkins Coie, Polsinelli, and KMK, has a potential subrogation right to or lien on the amount that Client may recover from the Action. Nevertheless, if other persons or entities have a subrogation right to or lien on the amount that Client recovers, Client will pay all subrogation rights or liens from the Recovery after paying the Attorneys' Fee and any unpaid Litigation Expenses. Client authorizes and directs Attorneys to pay, on behalf of Client, the subrogation right or lien before any disbursement to Client. The Attorneys' Fee, however, shall be based on the Recovery, before payment of any subrogation right or lien.

15. **Wisconsin Service Corporation Notice.** The Wisconsin Supreme Court requires law firms that operate as service corporations, as does KMK, to advise clients and prospective clients that, as a result of change in the service corporation statutes, vicarious liability for shareholders of law firm service corporations has been eliminated. This means that, in the event of an error, KMK and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter. The Supreme Court also requires law firm service corporations to register annually with the State Bar of Wisconsin and to carry certain minimum liability insurance coverage. KMK has so registered and the liability insurance of KMK is well in excess of the minimum required for firms of our size.

16. **Independent Counsel.** Attorneys are not acting as Client's counsel with respect to this Agreement. Client should consult with independent counsel to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Pursuant to the ethical rules and practices that apply to Attorneys serving as counsel to Client in matters other than this Agreement, the potential for conflict of interest exists in that Attorneys may be put in a position to consider their own interests above those of Clients with respect to this Agreement. Client should consult with independent counsel on this potential conflict of interest and to the extent that Client wishes to have legal advice on whether it should enter into this Agreement or under what terms. Execution of this Agreement confirms the parties' belief that the terms of this Agreement are fair and reasonable to Client.

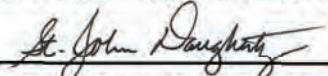
17. **Signatures.** This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall be deemed original signatures for all purposes.

18. **Entire Agreement.** This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior or other concurrent agreements or understandings whether written or oral, with the exception of any settlements already approved by a court. This Agreement may not be modified, amended, or replaced except by written amendment to this Agreement that is signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

NEWPAGE WISCONSIN SYSTEM INC., (n/k/a VERSO MINNESOTA WISCONSIN LLC),

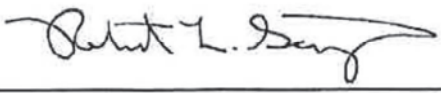
By: 

Name: St. John Daugherty, VP Legal and Corporate Affairs

Client Address:

8540 Gander Creek Drive  
Miamisburg, OH 45432

KOHNER, MANN & KAILAS, S.C.

By: 

Robert L. Gegios, Shareholder

Firm Address:

Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

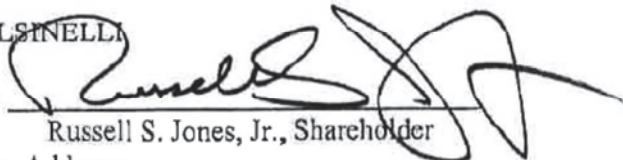
By: \_\_\_\_\_

John S. Skilton, Shareholder

Firm Address:

33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSINELLI

By: 

Russell S. Jones, Jr., Shareholder

Firm Address:

900 W. 48th Place, Suite 900  
Kansas City, MO 64112

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By: \_\_\_\_\_

Name:

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By: \_\_\_\_\_

Robert L. Gegios, Shareholder

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By:  \_\_\_\_\_

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POLSINELLI

By: \_\_\_\_\_

Russell S. Jones, Jr., Shareholder

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900 W. 48th Place, Suite 900  
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**EXHIBIT A**

**DEFENDANTS**

1. CMS Energy Corporation
2. CMS Field Services, Inc. (n/k/a Cantera Gas Company)
3. CMS Marketing Services and Trading Company (n/k/a CMS Energy Resources Management Co.)
4. Dynegy Marketing and Trade (n/k/a Dynegy Marketing and Trade, LLC)
5. Dynegy GP Inc. (n/k/a Dynegy Inc.)
6. Dynegy Illinois Inc.
7. DMT G.P., L.L.C. (n/k/a Dynegy Power Marketing, LLC)
8. e Prime Inc.
9. Northern States Power Company
10. The Williams Companies, Inc.
11. Williams Merchant Services Company, Inc. (n/k/a Williams Merchant Services Company, LLC)
12. Williams Power Company, Inc. (n/k/a WPX Energy Marketing, LLC)
13. Xcel Energy, Inc.



## AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made effective as of October 17, 2019 by and between (i) SARGENTO FOODS INC., a Wisconsin corporation ("Client"); and (ii) KOHNER, MANN & KAILAS, S.C., a Wisconsin service corporation ("KMK"), POLSINELLI PC, a Missouri professional corporation ("Polsinelli"), and PERKINS COIE LLP, a Washington limited liability partnership ("Perkins Coie") (collectively herein, "Attorneys").

### RECITALS

- A. Client purchases and uses natural gas in the State of Wisconsin.
- B. Client is a named plaintiff and serves, and will seek to continue to serve, as a class representative in a case against certain sellers of natural gas, and Attorneys are agreeable to including Client as a named plaintiff.
- C. Client desires to engage and employ Attorneys to represent it in such a case.

### AGREEMENT

In consideration of the promises and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. **Employment.** Client hereby retains and employs Attorneys to represent Client as its Attorneys and acknowledges that an attorney/client relationship has been established.
2. **Purposes.** Attorneys are hereby employed to represent Client with respect to:
  - a. A lawsuit filed on behalf of Client individually and as representative of purchasers of natural gas against certain sellers of natural gas identified in Exhibits A and B attached hereto, and other companies similarly situated as may be identified in the future (collectively "Defendants") for activities relating to a conspiracy and agreements affecting natural gas market prices in violation of Wisconsin law (the "Case"). Client authorizes Attorneys to provide the following legal services: investigation, research, all court appearances, correspondence, conferences, preparation of pleadings and other legal documents, pre-trial discovery, trial preparation, working with expert and trial witnesses, trial, mediation or arbitration, and all other work required to handle this Case. Client authorizes Attorneys to use discretion to delegate tasks or assignments to lawyers at the Attorneys' firms, or to non-attorney support staff members, in the interests of necessity, efficiency or economy. Client authorizes Attorneys to affiliate on its behalf with other firms or lawyers as co-counsel to assist in the prosecution of the Case ("Co-Counsel").
  - b. Client understands and agrees that the Case was commenced as a class action lawsuit, and that Client was included as a named plaintiff in a complaint filed by the Attorneys in Wisconsin. Other similarly situated natural gas purchasers may retain Attorneys to pursue this action or similar causes of action against Defendants and may be added as additional named plaintiffs in this Case as it proceeds.

c. Client and Attorneys may make additional agreements in writing to provide for legal services not covered by this Agreement, but without such a separate written agreement, Attorneys are not required or authorized to represent Client regarding any other matter or in any other court, case, or legal proceeding, except that Client understands that this case may be consolidated with other cases, and Client authorizes Attorneys to represent it in related cases and legal proceedings, but only to the extent such case is consolidated.

3. **Legal Fees.** Client authorizes Attorneys to represent Client upon the following contingent fee basis:

a. The term "Recovery" or "Recoveries" as used in this Agreement shall include all monies, real property, personal property, stock or company ownership interest, business transaction, and other value received, recovered or obtained by or on behalf of Client with respect to or as a result of the Case, including but not limited to, any court-awarded attorneys' fees or costs.

b. Client agrees to Attorneys receiving a contingent fee of thirty-five percent (35%) of any Recovery, after reduction of litigation costs and expenses (defined below in Section 5), as compensation for legal services rendered on behalf of Client and/or the class in the Case (the "Attorneys' Fee"); Client understands that if the Case is certified as a class action, that the attorneys' fees recoverable in a class action are normally reviewed by the court having jurisdiction over the class action, and that the ultimate fees recovered herein will likely be determined by the court having jurisdiction over the Case. Client acknowledges and agrees that such determination should be based upon whether the fees provided for in this Agreement are reasonable pursuant to the Wisconsin Rules of Professional Conduct. In any hearing or proceeding to determine the reasonableness of the ultimate fees to be awarded to the Attorneys, Client shall not argue that a contingent fee of thirty-five percent as provided for herein is unreasonable.

c. Client agrees that the proposed distribution of any Attorneys' Fee award between the Attorneys as set out in the Attached Exhibit B is fair and appropriate in light of their work performed to date and their respective responsibilities. If Attorneys seek to modify this proposed distribution of Attorneys' Fees, they will inform Client and obtain Client approval for such modification.

d. The Attorneys' Fee is due only if the class, Client or both receive a Recovery for their claims, whether such Recovery shall come from negotiation or compromise or after adversary proceedings. Client pays no Attorneys' Fee under this Agreement unless Recovery is obtained for the class, Client, or both.

e. If the Recovery provided for in paragraph 3.a. takes the form of commercial concessions or the granting of anything of value to Client or the class other than cash, then the value of such shall be estimated by Attorneys and presented to the court having jurisdiction over the Case for determination. The value approved by that court shall be used for purposes of establishing the Attorneys' Fee payable from the Recovery.

f. The Attorneys' Fee provided for hereunder is not set by law. Rather, it is negotiated between Client and Attorneys. By signing this Agreement, Client acknowledges that (i) it does not desire to hire Attorneys on an hourly fee basis to handle the Case; (ii) the Attorneys' Fee has been discussed and negotiated between the parties; and (iii) the terms and conditions of the Attorneys' Fee are considered by Client to be reasonable at the time the parties enter into this Agreement.

g. In the event the court or quasi-judicial officer assesses sanctions against Defendants for discovery or other litigation abuse, such shall be considered a Recovery hereunder.

h. The contingent fee provided for herein does not include any costs and expenses incurred by Attorneys and/or Co-Counsel on Client or the class's behalf (see Section 4 below).

4. **Joint Representation.** Client acknowledges the following:

a. When Attorneys are asked to represent multiple clients in a single matter, the rules governing professional responsibility and conflicts of interest require that Attorneys (i) explain the implications of joint representation and the advantages and risks involved, and (ii) obtain the written consent of each client participating in the joint representation.

b. Client agrees to be jointly represented by Attorneys with other clients ("Clients"). If Clients disagree on any issue, Attorneys will ask Clients to resolve their differences among themselves, without Attorneys' assistance. If Clients cannot resolve their differences, Attorneys will not be able to represent any one of the Clients on that issue and will be unable to advise the Clients with respect to their rights vis-à-vis one another.

c. Attorneys and Client agree that no confidences will exist among them as against other Clients regarding the Services. That means, among other things, that if Attorneys receive information from or about one of the Clients that Attorneys believe another client should have in order to make decisions regarding the subject of Attorneys' representation, Attorneys may give such other client that information.

d. While joint representation may pose a risk of conflicts of interest, with respect to this Case, Attorneys do not see a conflict of interest between Clients as a significant risk and are comfortable that Attorneys can represent Clients without any conflicts of interest. If, at any time in the future, one of the Clients concludes or Attorneys conclude that a conflict of interest exists which precludes continued joint representation, such client, or Attorneys, will promptly raise that belief. Should that happen, Client agrees that Attorneys may continue to represent remaining Clients. Client also agrees that Attorneys may use any and all information gained in the course of the joint representation in the continued representation of the remaining Client(s).

e. Client acknowledges that Polsinelli PC has represented other clients in related actions in Missouri, Kansas and Colorado; that the Missouri and Kansas actions have been finally resolved by settlements; and that the Colorado action, Breckenridge Brewery of Colorado, LLC v. Oneok Inc., et al., No. 1:06-cv-01110-REB-MEH, remains pending in

the District of Colorado. Client consents to Polsinelli's ongoing representation of plaintiffs, individually and as class representatives, in the Breckenridge action, acknowledge that Polsinelli, subject to applicable ethical obligations, may represent and provide advice and counsel to and in the best interests of the Breckenridge plaintiffs and class, and that Client does not object to the Breckenridge representation.

**5. Costs and Expenses.**

a. Client pays no costs or expenses unless there is a Recovery in the Case. The Attorneys shall bear the costs and expenses of pursuing the Case during the course of the Case, but if there is a Recovery in the Case for Client or the class, the Attorneys (subject to court approval if required by the class action nature of the Case), are entitled to be reimbursed from the Recovery for the costs and expenses incurred by the Attorneys in pursuing the Case, but only up to the amount of the Recovery, should the amount of the recovery be less than total costs and expenses incurred. If there is no Recovery in the Case, the Attorneys are solely responsible for the costs and expenses incurred in pursuing the Case.

b. Client authorizes Attorneys to incur such costs and expenses as Attorneys deem to be in the best interest of the class, including but not limited to: court reporter fees, paralegal administrative costs, subpoena service, expert and consultants' fees and expenses, photocopies, computer scanning and program work, court costs, postage and courier costs, deposition video and transcript costs, travel costs, telephone charges, mediation or arbitration costs, internal and external document reproduction and imaging costs, expenses related to the creation and maintenance of case specific databases and related consulting fees and expenses, demonstrative exhibit costs, audiovisual equipment rental, long distance telephone, wireless data and cellular charges, facsimile expenses, electronic legal research, corporate, financial and other industry literature research (including, but not limited to Lexis Nexis, Hoover's, EDGAR Online, Inc., etc. and other public and governmental databases), jury consultant, and investigation fees and expenses, reasonable travel expenses, meals and hotel accommodations appropriate to facilitate Attorneys' work on the Case when traveling, investigative fees, witness fees, transcript costs (hard and electronic copies), real-time charges and expenses. Costs and expenses shall be deducted from the gross recovery, after which Attorneys' Fees shall be calculated based upon the remaining net recovery, and payment of fees distributed from such recovery. In the event of any partial settlement(s) during the course of the Case, such settlements shall be applied first to cover the Attorneys' incurred costs and expenses; in addition, Attorneys may retain in trust such partial settlement or portion thereof, to pay the costs and expenses of the Case as shall be reasonably projected by the Attorneys, and may disburse such funds during the course of the Case to cover such expenses.

c. Client understands and agrees that Attorneys may share certain litigation costs and expenses with other similarly situated purchasers of natural gas who have a cause of action against the Defendants. Attorneys will separately account for costs and expenses incurred on behalf of the class in the Case. Examples of shared expenses include but are not limited to: document production expenses, deposition costs, document depository expenses, and common expert expenses.

6. **Client's Responsibilities.** Client shall:
  - a. cooperate fully with Attorneys and Co-Counsel, including obtaining the cooperation of present and former employees of Client;
  - b. read documents given to Client by Attorneys, and
  - c. promptly on request provide Attorneys with all information and documents under Client's control relevant to the issues in this Case.
7. **Settlement Approval.** Attorneys will not propose or accept any settlement of the Case without Client's prior approval.
8. **Right to Terminate.**
  - a. Attorneys and/or Co-Counsel have the right hereunder to unilaterally withdraw as Client's Attorney(s) of record, and terminate their services, if:
    - i. Client fails to cooperate fully with Attorneys and Co-Counsel;
    - ii. Client misrepresents or fails to disclose material facts; or
    - iii. If Attorneys and/or Co-Counsel determine in their reasonable discretion that continuation of legal services for Client or the class would be unethical, impractical or if at any time, acting in good faith, Attorneys reach the opinion that this cause of action or any part thereof lacks merit.
  - b. If Attorneys or Co-Counsel withdraw and terminate their services, they shall not be entitled to receive any fees or costs from Client, but in the event there is a Recovery in the Case or based on the allegations in the Case after the withdrawal and termination, they shall, subject to court approval as to the amount, be entitled to recover their costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B.
  - c. It is Client's prerogative to discharge the Attorneys as its counsel at any point of time subject to court approval. If the Attorneys are discharged and there is a Recovery in the Case, however, the Attorneys shall, subject to court approval as to the amount, be entitled to recover the costs and fees under *quantum meruit*, that is, the reasonable value of the services the withdrawing attorney(s) have rendered. Any such recovery under *quantum meruit* shall not exceed the Attorneys' respective share of the Attorneys' Fee as provided for in Section 3 above and in Exhibit B. The Attorneys' right to receive any fee or reimbursement of costs post-discharge remains contingent upon there being a Recovery in the Case, and in no event shall Attorneys be entitled to recover any fee or costs directly from Client, in excess of a Recovery in the Case, or in excess of the respective share of the Attorneys' Attorneys' Fee as provided for in Section 3 and 9(a) above and Exhibit B. Unless the court in the Case rules otherwise, Attorneys shall be

entitled to a reimbursement of their total incurred costs out of any Recovery in the Case prior to successor counsel receiving any reimbursement of cost or payment of fees. In the event of a court-approved discharge of the Attorneys as counsel for the Client in the Case, the Client shall be under no obligation to proceed with the Case and shall be free, among other things, to seek dismissal of the Case.

9. **Incentive Payments.** As part of the Case, Attorneys shall ask the court to award the class representative its out-of-pocket expenses and a reasonable incentive award consistent with incentive awards awarded to class representatives in similar class action cases.

10. **No Guarantees.** Attorneys agree to provide Client with conscientious, competent, and diligent services. Attorneys will at all times seek to achieve a resolution of this Case which is just, fair and reasonable. However, because of the inherent uncertainty of legal proceedings, the varying interpretations of and changes in the law, the difficulties of overcoming defenses, and many other unknown factors, Attorneys cannot and do not warrant, predict, or guarantee (i) any specific outcome, verdict, ruling, settlement, incentive award or result, or (ii) how much Client's total Attorneys' Fees, costs and expenses will be if there is a recovery from the defendants. No guarantee is made that the claims that Attorneys have commenced on Client's behalf will be considered by the Courts to be timely.

11. **Tax Consequences.** Client understands that no advice is given to Client by Attorneys and Co-Counsel concerning tax consequences. Client agrees to seek advice elsewhere, and holds Attorneys and Co-Counsel harmless therefore.

12. **Applicable Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin.

13. **Severability.** If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions of the Agreement shall nevertheless remain valid and enforceable.

14. **Attorneys' Lien.**

a. Client grants Attorneys a lien on any Recoveries relating to the Action and agrees to execute any and all further documents to evidence and facilitate the enforcement of the lien. This lien shall remain in effect if Attorneys withdraw from representation of Client or if Client terminates their representation.

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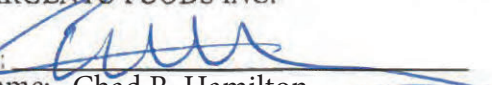
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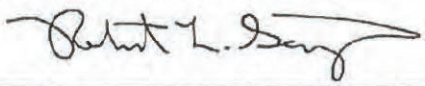
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contingent Fee Contract for Legal Services to be duly executed on their behalf as of the date first set forth above.

SARGENTO FOODS INC.

By:   
Name: Chad R. Hamilton  
Client Address:  
One Persnickety Place  
Plymouth, Wisconsin 53073

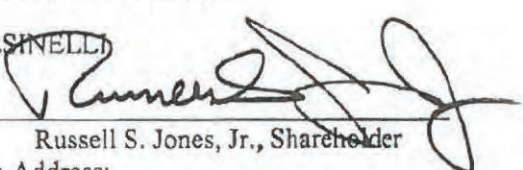
KOHNER, MANN & KAILAS, S.C.

By:   
Robert L. Gegios, Shareholder  
Firm Address:  
Barnabus Business Center  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059

PERKINS COIE LLP

By: \_\_\_\_\_  
John S. Skilton, Shareholder  
Firm Address:  
33 East Main Street, Suite 201  
Madison, WI 53703-3095

POLSHINELLI

By:   
Russell S. Jones, Jr., Shareholder  
Firm Address:  
900 W. 48th Place, Suite 900  
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SARGENTO FOODS INC.

By: \_\_\_\_\_

Name:

Client Address:

One Persnickety Place

Plymouth, Wisconsin 53073

KOHNER, MANN & KAILAS, S.C.

By: \_\_\_\_\_

Robert L. Gegios, Shareholder

Firm Address:

Barnabus Business Center

4650 N. Port Washington Road

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3. CMS Marketing Services and Trading Company (n/k/a CMS Energy Resources Management Co.)
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10. The Williams Companies, Inc.
11. Williams Merchant Services Company, Inc. (n/k/a Williams Merchant Services Company, LLC)
12. Williams Power Company, Inc. (n/k/a WPX Energy Marketing, LLC)
13. Xcel Energy, Inc.

# **EXHIBIT 3**

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN

**If You are a Commercial or Industrial Entity that Bought Natural Gas in Wisconsin, A Class Action Settlement 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 Western District of Wisconsin.
- 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.
- A new settlement has been reached with the following: The Williams Companies, Inc., Williams Merchant Services Company LLC (f/k/a Williams Merchant Services Company, Inc.), and WPX Energy Marketing, LLC (f/k/a Williams Power Company, Inc.) (collectively “Williams”).
- This is the fourth 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 second notice involved two additional settlements, for natural gas purchases in Wisconsin only, with El Paso Corporation and certain of its affiliates, and CenterPoint Energy Services, Inc. The third notice involved a Wisconsin-only settlement with CMS Energy Corporation and certain of its affiliates. This new notice concerns an additional settlement that has now been reached with Williams.
- Your legal rights may be affected whether you act or don’t act. This Notice includes information on the settlement and the lawsuits. Please read the entire Notice carefully.

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

- File a Claim and participate in the settlement.....see Question 8
- You can object to or comment on the settlement ..... see Question 9
- You may exclude yourself from the settlement..... see Question 9
- You may go to a hearing and comment on the settlement ..... see Question 12

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

## WHAT THIS NOTICE CONTAINS

### Basic Information..... Page 2

1. Why did I get this Notice?
2. Who are the Defendant companies?
3. What is this litigation about?
4. Why are there settlements but the litigation is continuing?
5. What is a class action?

### The Settlement Class..... Page 3

6. How do I know if I'm part of the Wisconsin Settlement Class?
7. What does the settlement provide?
8. How and when can I get a payment?
9. What are my rights related to the Wisconsin Settlement Class?
10. What if I am part of the prior Williams Settlement Classes in Kansas or Missouri?
11. What am I giving up to stay in the Wisconsin Settlement Class?

### The Settlement Approval Hearing..... Page 6

12. When and where will the Court decide whether to approve the settlement?
13. Do I have to attend the hearing?

### The Lawyers Representing You..... Page 7

14. Do I have a lawyer in the litigation?
15. How will the lawyers be paid?

### The Lawyers Representing Williams..... Page 7

16. Who represents Williams?

### Getting More Information..... Page 7

17. How do I get more information?

## 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 settlement.

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

The Court in charge of the litigation is the United States District Court for the Western District of Wisconsin, and the case is called *Arandell Corporation, et al. v. Xcel Energy, Inc., et al.*, Case No: 3:07-cv-00076-wmc (W.D. Wis.) and *NewPage Wisconsin System Inc. v. CMS Energy Resource Management Company, et al.*, Case No: 3:09-cv-00240-wmc (W.D. Wis.). The people who sued are called Plaintiffs and the companies they sued are called Defendants.

**2. Who are the Defendant companies?**

In addition to Williams, Defendant companies originally sued 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”); El Paso Corporation (n/k/a El Paso LLC) and El Paso Merchant Energy, L.P. (n/k/a El Paso Marketing Company, L.L.C.) (collectively, “El Paso”); 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”); 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 Cantera Gas Company, LLC (f/k/a CMS Field Services, Inc.), CMS Energy Corporation, and CMS Energy Resource Management Company (f/k/a CMS Marketing Services & Trading Company (collectively, “CMS”).

**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?**

Courts previously approved settlements with other defendant groups: AEP, Coral, Duke, El Paso, ONEOK and CMS in Kansas, Missouri, and Wisconsin, and CenterPoint in Wisconsin only. Williams has now agreed to settle the pending lawsuits in Wisconsin. Williams has reached a settlement 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) (the “Settlement Website”) 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 does the settlement provide?

The settlement provides a total of \$12 million in cash, plus accrued interest (the "Settlement Fund"), before court-approved deductions for attorneys' fees and expenses.

In addition, Williams's sales remain in the case for the purpose of computing damages against the remaining Defendants, but those damages may be offset by credits for this settlement and settlements with other Defendants that settle.

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

### 8. How and when can I get a payment?

To receive a payment from the Settlement you must file a claim unless you filed a claim under the previous settlement XXXXXXXXXXXXXXXX. You may amend your prior claim if you have additional information otherwise any payment in this settlement will be based on the data provided with you earlier claim(s).

If you did not receive a payment in the prior settlement(s) you may download or file a claim on the Settlement Website. You must file claims postmarked or submitted online not later than **XXXXXX XX, 2023** ("Claim Deadline").

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 volume of all claims filed.

Funds from the Settlement Fund will be distributed to Class Members only after the Court grants final approval for the settlement. We do not know when or if the Court will issue Final Approval of the Settlement and after that, there may be appeals. We appreciate your patience.

### 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 Williams 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. If you exclude yourself

from the Wisconsin Settlement Class, you will not get any money from the settlement, and you may not intervene as a party plaintiff in any of the Wisconsin 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 names of the Wisconsin Actions (*Arandell Corporation, et al. v. Xcel Energy, Inc., et al., Case No: 3:07-cv-00076-wmc (W.D. Wis.) and NewPage Wisconsin System Inc. v. CMS Energy Resource Management Company, et al., Case No: 3:09-cv-00240-wmc (W.D. Wis.)*);
- 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 settlement described in the notice of settlement 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 xxxx, 2023**, 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 settlement or otherwise object to the terms of the settlement by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or disapprove the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuits against Williams 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 settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. In order to appear at the Fairness 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 the Wisconsin Settlement Class; (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 mailed to the United States District Court for the Western District of Wisconsin on or before xxx, 2023. The Court's address is: United States District Court, 120 N. Henry Street, Room 320, Madison, WI 53703.**

**D. You cannot both Object to and Exclude yourself from the Settlement:** 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 settlement with Williams 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 the settlement. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Thus, you cannot both exclude yourself from the Wisconsin Settlement Class and object to the settlement.

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

If you are a member of the prior settlement classes involving Williams in Kansas and Missouri, your rights concerning those classes are not affected by this notice or this settlement. This notice concerns only the Wisconsin Settlement Class and the claims of Class Members against Williams 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 Williams, or be part of any other lawsuit against Williams, 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 Agreement, once the settlement becomes Final, 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, expenses, damages (including full consideration damages, penalties, or punitive 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, indirect, derivative, representative, or any other capacity) up through the date that the Court grants preliminary approval of the settlement, on account of, arising out of, or relating in any way to: (i) the price(s) paid by Releasors for their purchases of natural gas, whether direct or indirect, during the Class Period for use or consumption in Wisconsin (the "Purchases"); (ii) the facts, circumstances, claims, or allegations asserted in the Wisconsin Actions or the Related Actions (other actions, with which the Wisconsin Actions were formally centralized as part of MDL NO. 1566) against Releasees, or any current, former or future defendant or alleged co-conspirator of the Releasees; (iii) any alleged violations of federal or state antitrust law by Releasees, including but not limited to Wis. Stat. § 133.01 *et seq.*, arising out of or related in any way to the Purchases; or (iv) the facts, circumstances, claims or allegations that were or could have been asserted in the Wisconsin Actions or the Related Actions against Releasees (the "Released Claims"). The Released Claims do not preclude Plaintiffs from pursuing, and Plaintiffs specifically reserve all rights to continue to pursue, any and all claims as set forth in the operative complaints or as permitted by law against any other Defendants in the Wisconsin Actions other than the Releasees. The Released Claims do not impede Plaintiffs' rights to pursue claims against any other named Defendant in the Wisconsin Actions or their successors, to recover for the full amount of Plaintiffs' and Class Members' damages arising from the collusive conduct alleged in the operative complaints.

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

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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.

**THE SETTLEMENT APPROVAL HEARING**

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

The Court will hold a Fairness Hearing at **xxx a.m./p.m. on xxxx, 2023** at the Courtroom of the Honorable \_\_\_\_\_, United States District Court, 120 N. Henry Street, Madison, WI 53703. 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 settlement. 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 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., Perkins Coie LLP 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, although the settlement provides for an award of fees and costs out of the Settlement Fund. 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:

<b>SETTLEMENT CLASS COUNSEL</b>	
Robert L. Gegios Kohner, Mann & Kailas, S.C. 4650 N. Port Washington Road Milwaukee, WI 53212 rgegios@kmksc.com	Christopher G. Hanewicz Perkins Coie LLP 33 East Main Street, Suite 201 Madison, WI 53703 chanewicz@perkinscoie.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 Agreement, 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 WILLIAMS**

**16. Who represents Williams?**

Robert Thomas Adams  
rtadams@shb.com

Steven D. Soden  
ssoden@shb.com

**GETTING MORE INFORMATION**

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

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement, which is 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: xxx, 2023, BY ORDER OF THE COURT

# **EXHIBIT 4**

## LEGAL NOTICE

### **If You Bought Natural Gas in Wisconsin Between January 1, 2000 and October 31, 2002, A Class Action Settlement May Affect You.**

#### **Why was this notice published?**

A Settlement has been reached with certain Defendants in class action lawsuits involving natural gas. To participate in the Settlement you must file a claim form postmarked or submitted online no later than XXXX XX, 2023. For more information or to file a claim please go to [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com).

#### **What are these lawsuits about?**

The lawsuits allege that certain companies involved in the production, marketing, or sale of natural gas engaged in an unlawful conspiracy to manipulate the price of natural gas. Plaintiffs further claim that commercial and industrial purchasers of natural gas 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 Wisconsin purchasers paid more for natural gas than they would have absent the conspiracy. The Settling Defendants deny Plaintiffs' claims.

#### **Who's included in the Settlement?**

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

This is the fourth 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 second notice involved two additional settlements, for natural gas purchases in Wisconsin only, with El Paso Corporation and certain of its affiliates, and CenterPoint Energy Services, Inc. The third notice involved the Wisconsin-only settlement with CMS Energy Corporation and certain of its affiliates. The Court has now granted preliminary approval to an additional settlement, for natural gas purchases in Wisconsin only, with Williams, as defined below.

#### **Who are the Settling Defendants?**

A settlement has now been reached with Defendants The Williams Companies, Inc., Williams Merchant Services Company LLC (f/k/a Williams Merchant Services Company, Inc.), and WPX Energy Marketing, LLC

(f/k/a Williams Power Company, Inc.) (collectively, “Williams”). A complete list of Defendants is set out in the Long Form Notice available at [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com).

### **What does the Settlement provide?**

The Settlement creates a total settlement fund of \$12 million in cash, plus any interest accrued (the “Settlement Fund”), before deductions for Court-approved expenses and attorneys’ fees.

Class Counsel will ask the Court for reimbursement from the Settlement Fund of a portion of their costs and expenses incurred to date. Class Counsel will also ask the Court to award attorneys’ fees not to exceed thirty-five percent (35%) of the remaining Settlement Fund after any fees and expenses are reimbursed. In addition, up to \$50,000 in administration fees will be paid from the Settlement Fund to the claims administrator that will assist with the processing of notices, requests for exclusion, and other settlement-related tasks. Additional amounts may be paid to the claims administrator to assist with the processing of claims in the event the Court finally approves this settlement. Class Counsel also plans to request that an amount be paid from the Settlement Fund to each of the Class Representatives who helped the lawyers pursue these claims on behalf of all members of the Class (known as an “incentive award”). The Court will ultimately approve the amount of attorneys’ fees, costs and expenses, and any incentive awards.

### **What are my rights?**

To receive a payment from the Settlement you must file a claim unless you filed a claim under the previous settlement XXXXXXXXXXXXXXXX. You may amend your prior claim if you have additional information otherwise any payment in this settlement will be based on the data provided with you earlier claim(s).

If you did not receive a payment in the prior settlement(s) you may download or file a claim on the Settlement Website. You must file claims postmarked or submitted online not later than XXXXXX XX, 2023 (“Claim Deadline”).

If you wish to remain a member of the Settlement Class and not receive a payment, you do not need to take action at this time. If you stay in the Settlement Class, all of the decisions by the Court and this Settlement will bind you, and you will be unable to sue the Settling Defendants about the alleged misconduct or legal issues in these cases, or be part of any other lawsuit against the Settling Defendants about such issues. Please carefully review the specific provisions of the Settlement Agreement, including the release of claims contained therein,

at

[www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com).

If you do not wish to be legally bound by the Settlement, you must exclude yourself in writing or you will not be able to sue, or continue to sue the Settling Defendants about the alleged misconduct or legal claims that were or could have been asserted in these cases. If you exclude yourself from the Settlement Class, you may not intervene as a party plaintiff in the Actions. If you would like to exclude yourself from the Settlement Class, then you must send a letter that includes the following: (a) your name, address, and telephone number; (b) any trade names or business names (and addresses) you or any parent, subsidiary, or affiliate that purchased the natural gas used during the Class Period; (c) an estimate of the total dollar amount and volume of natural gas purchased by the entity(ies) listed in subparts (a) or (b) and the names of all entities from or through which such natural gas was purchased; (d) the name of the cases:

Arandell Corporation, et al. v. Xcel Energy, Inc., et al., Case No: 3:07-cv-00076-wmc (W.D. Wis.) and NewPage Wisconsin System Inc. v. CMS Energy Resource Management Company, et al., Case No: 3:09-cv-00240-wmc (W.D. Wis.) Settlements; (e) the statement that “[name of person or entity] and all its parents, subsidiaries, and affiliates hereby request to be excluded from the proposed class settlement described in the notice of settlement pertaining to the Wisconsin Actions;” (f) the title or position of the person signing on behalf of the entity, and a statement that the person is duly authorized to sign on behalf of such entity; and (g) the signature of the duly authorized person identified in subpart (f). All exclusion requests must be sent to Natural Gas Claims Administrator c/o A.B. Data, LTD., Exclusions, PO Box 173001, Milwaukee, WI 53217-8091 and must be postmarked no later than xxx, 2023. The Court will exclude from the Settlement Class any member who validly requests exclusion. You may also enter your appearance through an attorney if you so desire.

If you wish to object to any aspect of the proposed Settlement, you must do so in writing no later than xxx, 2023. The Settlement Agreement, along with the details on how to object to them, are available at [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com).  
The U.S. District Court for the Western

District of Wisconsin will hold a Fairness Hearing on xxxx, 2023, at xxxxxx a.m./p.m., at the Courtroom of the Honorable \_\_\_\_\_, United States District Court, 120 N. Henry Street, Madison, WI 53703, to consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. You may also appear in person at the hearing, but you do not need to do so. If you wish to appear, however, you must first

provide written notice of your intention to appear. We do not know how long it will take for the Court to make these decisions. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website, at [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com), for information. Please do not contact the Court about this case.

The Court has appointed the law firms of Kohner, Mann & Kailas, S.C., Perkins Coie LLP and Polsinelli PC to represent settlement class members in Wisconsin.

This is a Summary Notice. For more details, call toll free 800-429-7281, visit [www.NaturalGasAntitrustSettlement.com](http://www.NaturalGasAntitrustSettlement.com), or write to Natural Gas Claims Administrator, c/o A.B. Data, LTD., PO Box 173068, Milwaukee, WI 53217-8091.