

LEGAL NOTICE

If You Bought Natural Gas Between January 1, 2000 and October 31, 2002, Class Action Settlements May Affect You.

Why was this notice published?

Settlements have been reached with certain defendants in a series of class action lawsuits involving natural gas.

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 Kansas or Missouri may recover for the effect that the alleged conspiracy had on the prices of the natural gas they purchased. Plaintiffs allege that, as result of the unlawful conspiracy, they and other purchasers paid more for natural gas than they would have absent the conspiracy. The settling defendants deny Plaintiffs' claims.

Who's included in the Settlements?

In the State of Kansas

All industrial and commercial direct purchasers of natural gas for their own use or consumption during the period from January 1, 2000 through October 31, 2002 (the "Class Period"), and which gas was used or consumed by them in Kansas. 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) defendants and their predecessors, affiliates and subsidiaries; (d) the federal government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a Farmland Industries, Inc.).

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

In the State of Missouri

The settlement class includes industrial and commercial direct purchasers of natural gas for their own use or consumption during the Class Period, and which gas was used or consumed by them in Missouri. 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) defendants and their predecessors, affiliates and subsidiaries; (d) the federal government and its agencies; and (e) Reorganized FLI, Inc. (f/k/a Farmland Industries, Inc.).

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

This is the second notice in this case. The first notice involved settlements in Kansas, Missouri, and Wisconsin with American Electric Power Company, Inc. and certain of its affiliates; Coral Energy Resources, LP; Duke Energy Carolinas, LLC and certain of its affiliates; and ONEOK, Inc. and certain of its affiliates. The Court has now approved two additional settlements, for natural gas purchases in Kansas and Missouri only, with CMS and El Paso, as defined below.

These settlements do not affect any claims you might have against the Settling Defendants relating to purchases in the State of Wisconsin.

Who are the Settling Defendants?

Settlements have been reached with Defendants CMS Energy Corporation, CMS Energy Resources Management Company (f/k/a CMS Marketing, Services and Trading Company), and CMS Field Services, Inc. (collectively, "CMS"), and Defendants 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") (CMS and El Paso are, collectively, the "Settling Defendants"). A complete list of Defendants is set out in the Long Form of Notice available at www.NaturalGasAntitrustSettlement.com.

What do the Settlements provide?

The Settlements create a total settlement fund of \$15,125,000.00 in cash, plus any interest accrued (the "Settlement Fund"), before deductions for court-approved expenses and attorneys' fees. The Class Representatives and Class Counsel have agreed, and the Court has preliminarily approved, an allocation of those funds to class members in Kansas and Missouri based primarily on the volume of natural gas sold in each state and differences in the claims and remedies

available in each state. Before deductions for attorneys' fees and expenses, the Settlement Fund is allocated as follows: \$9,528,750 to the Kansas Class; and \$5,596,250 to the Missouri Class.

Class Counsel will ask the Court for reimbursement from the Settlement Fund of a portion of their costs and expenses incurred to date, in accordance with the provisions of the Settlement Agreements. 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 \$100,000 in administrative 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 these settlements. Class Counsel may also 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?

If you wish to remain a member of the Settlement Classes you do not need to take any action at this time. If you stay in the Settlement Classes, all of the decisions by the Court and these Settlements 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 Agreements, including the release of claims

contained therein, at **www.NaturalGasAntitrustSettlement.com**

If you do not want to be legally bound by the Settlements, 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 Classes, you may not intervene as a party plaintiff in any of the Actions. If you would like exclude yourself from the Settlement Classes, 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 or volume of natural gas purchased by the entity(ies) listed in subparts (a) or (b) and the names of all entities from or through whom such natural gas was purchased; (d) a statement saying that you want to be excluded from *In re Western States Wholesale Natural Gas Antitrust Litigation*, MDL No. 1566 (D. Nev.) Settlement; (e) the statement that “[name of person or entity] and all of its parents, subsidiaries and affiliates hereby request to be excluded from the proposed class settlements described in the notice of settlements pertaining to the Actions;” (f) in the case of an entity, identify the title or position of the person signing on behalf of the entity, and state that the person is duly authorized to sign on behalf of such entity; and (g) your signature or the signature of the duly authorized person identified in subpart (f). All exclusion requests must be sent to Natural Gas Claims Administrator c/o Dahl Administration P.O. Box 3614, Minneapolis, MN 55403-0614 and must be postmarked no later than July 10, 2017. The Court will exclude from the Settlement Classes any member who validly requests exclusion. You

may also enter your appearance through an attorney if you so desire.

The terms of the Settlement Agreements, including the releases of claims discussed above and detailed at **www.NaturalGasAntitrustSettlement.com**, require that a class member must participate in or opt out of all of the settlements and all of the classes in which it is a member. For example, if a Kansas class member also qualifies as a member of the Missouri class, that entity must either participate in all classes/settlements (by doing nothing) or opt out of all classes/settlements (by submitting the information in the preceding paragraph). CMS and El Paso have not settled any claims related to purchases in Wisconsin, and any rights you may have regarding any Wisconsin purchases are unaffected by these settlements.

If you wish to object to any aspect of the proposed Settlements, you must do so in writing no later than July 10, 2017. The Settlement Agreements, along with details on how to object to them, are available at **www.NaturalGasAntitrustSettlement.com**. The U.S. District Court for the District of Nevada will hold a Fairness Hearing on August 9, 2017 at 9:00a.m., at the Lloyd D. George U.S. Courthouse, U.S. District Court, District of Nevada, Las Vegas, 333 Las Vegas Blvd. South, Las Vegas Nevada 89101, to consider whether the Settlements are 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 these decisions will take. 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**,

for information. Please do not contact the Court about this case.

The Court has appointed the law firms of Polsinelli PC, Barry Law Office, LLC, and McCallister Law Group, LLC to represent settlement class members in Kansas.

The Court has appointed the law firms of Polsinelli PC and Barry Law Office, LLC to represent settlement class members in Missouri.

This is a Summary Notice. For more details, call toll free 1-855-234-7131, visit www.NaturalGasAntitrustSettlement.com, or write to Missouri Kansas Natural Gas Administrators, c/o Dahl Administration, PO Box 3614, Minneapolis, MN 55403-0614.