

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Master File No.
IN RE NATURAL GAS COMMODITY	:	03 CV 6186 (VM)
LITIGATION	:	
-----X	:	Hon. Victor Marrero, USDJ

THIS DOCUMENT RELATES TO: ALL ACTIONS:

FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter having come before the Court on a joint motion for approval of the Stipulations and Agreements of Settlement (the "Settlement Agreements") between defendants American Electric Power Co., Inc., AEP Energy Services, Inc., Aquila Energy Marketing Corp., Aquila Merchant Services, Inc., Coral Energy Resources, L.P., and El Paso Marketing, L.P. (formerly known as El Paso Merchant Energy, L.P.) (collectively, the "Settling Defendants") and plaintiffs in the class actions consolidated herein;

The Court, having considered all papers filed and proceedings held in connection with said motion, and having held a Hearing on June 15, 2007; and

Notice of the Hearing having duly been given in accordance with this Court's Orders dated March 26, April 10, and April 20, 2007, and the Court finding no just reason for delay in entry of this Final Judgment and good cause appearing therefor, it is this 15th day of June, 2007,

ORDERED, ADJUDGED AND DECREED THAT:

1. By its Preliminary Approval Orders dated January 11, February 16, and April 20, 2007, the Court certified these actions as a class action under Federal Rule of Civil Procedure 23(b)(3). The Settlement Class is defined as follows:

All persons who purchased, sold, settled or otherwise traded NYMEX Natural Gas Contracts,¹ as an opening or closing transaction or otherwise, between June 1, 1999 and December 31, 2002, inclusive ("the Class Period"). Excluded from the Settlement Class are the defendants in the Action, their employees, any parents, subsidiaries, or affiliates of the defendants, any entity in which any of the defendants has or had a controlling interest during the Class Period, and the legal representatives, heirs, successors or assigns of any of the defendants.

2. This action is, for settlement purposes, certified as a class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure for the class as defined in paragraph 1 above (the "Settlement Class"). Certification for the purposes of settlement is appropriate because:

a. The requirements of Rule 23(a) of the Federal Rules of Civil Procedure have been met:

i. the Settlement Class is so numerous, consisting of more than 1,000 members, that joinder of all members is impracticable;

ii. the claims of plaintiffs Titan Energy Partners, L.P. (formerly Cornerstone Propane Partners, L.P.), Roberto Calle Gracey, and Dominick Viola and the defenses thereto, present questions of law or fact common to the Settlement Class;

iii. as purchasers and/or sellers of NYMEX Natural Gas Contracts during the Class Period, plaintiffs' claims are typical of the claims of, or defenses to, the Settlement Class;

iv. Class Counsel have fairly represented the interests of the Class;

and

¹A "NYMEX Natural Gas Contract" means any commodity futures, basis, swap, or option (or any combination thereof) related to natural gas that was traded, transacted or settled on NYMEX during the Class Period.

v. based on their active participation in discovery and the settlements, plaintiffs Titan Energy Partners, L.P., Roberto Calle Gracey, and Dominick Viola have fairly and adequately represented the interests of the Settlement Class.

b. The requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure have been met:

i. questions of law or fact relating to whether there was unlawful manipulation of NYMEX natural gas futures and options prices predominate over any questions affecting only individual members; and

ii. because there are no competing actions or any suggestions that a more efficient alternative to the actions² exists, the actions are the superior method for the fair and efficient adjudication of this controversy.

c. Certification of class actions, such as this one, for the purposes of settlement is desirable to facilitate resolution of complex, nationwide litigations such as this one.

3. This Court hereby approves the settlement set forth in the Settlement Agreements and finds that said settlements are, in all respects, fair, reasonable and adequate to the Settlement Class in accordance with Rule 23 of the Federal Rules of Civil Procedure.

4. This Court hereby finds and concludes that the notice given to the Settlement Class was in compliance with this Court's Orders dated March 26, April 10, and April 20, 2007 and that said notice was the best notice practicable under the circumstances and fully satisfies the

²⁴"Actions" shall mean *In re Natural Gas Commodity Litigation*, 03 Civ. 6186 (VM), and all individual actions that have been consolidated therein, including, without limitation, *Cornerstone Propane Partners, L.P. v. Reliant Energy, et al.* (S.D.N.Y. No. 03 Civ. 6186), *Roberto E. Calle Gracey v. American Electric Power Co., Inc., et al.* (S.D.N.Y. 03 Civ. 7750), *Dominick Viola v. Reliant Energy, et al.* (S.D.N.Y. 03 Civ. 9039), *Cornerstone Propane Partners, L.P. v. Coral Energy Resources, L.P., et al.* (S.D.N.Y. No. 03 Civ. 8320), *Cornerstone Propane Partners, L.P. et al. v. e-prime, Inc., et al.* (S.D.N.Y. No. 04 Civ. 758), and *Cornerstone Propane Partners, L.P. et al. v. Western Gas Resources, Inc. et al.* (S.D.N.Y. No. 04 Civ. 7415).

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 Settlement Class.

5. This Court hereby dismisses, on the merits and with prejudice, without costs to any party, these actions in favor of the Settling Defendants and against the members of the Settlement Class who did not timely request exclusion from the Settlement Class. A list of those who have filed timely requests for exclusion from the Settlement Class is annexed hereto as Appendix A and made a part hereof. Those persons appearing on the list annexed hereto as Appendix A, who have requested exclusion from the Settlement Class, shall not participate in the proceeds of the settlement hereby approved nor receive any benefits thereunder. Any member of the Settlement Class whose name does not appear on the list annexed hereto as Appendix A failed to file a timely request for exclusion from the Settlement Class and is hereby barred from asserting otherwise.

a. The Released Parties (as that term is defined in each Settling Defendant's Settlement Agreement) are hereby finally and forever released and discharged from, and may not be sued for or with respect to, all manner of claims, demands, rights, actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, and causes of action in law, admiralty, or equity, whether class, derivative, individual, or otherwise in nature, any damages, whenever incurred (including costs, expenses, penalties and attorneys' fees), liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, concealed or hidden, or in law, admiralty or equity, that the Representative Plaintiffs and other members of the Settlement Class who have not timely opted out of the settlement and excluded

themselves from the Settlement Class ("Settling Plaintiffs"), individually, or as a class, ever had, now have or hereafter can, shall or may have against the Released Parties (whether or not they make a claim upon or participate in the Settlement Fund), arising from or relating in any way to trading during the Class Period in NYMEX Natural Gas Contracts (including purchasing, selling, or holding any NYMEX Natural Gas Contract, or taking or making delivery of physical natural gas pursuant to any NYMEX Natural Gas Contract, or any combination thereof, whether as a hedger or a speculator), whether or not asserted in the Action, including, without limitation, claims which (a) arise from or relate in any way to any conduct complained of in any complaint filed in the Action, (b) have been asserted or could have been asserted in this Action, any state or federal court or any other judicial or arbitral forum against the Released Parties or any one of them, and/or (c) arise under or relate to any federal or state commodity price manipulation law, any state or federal unfair or deceptive business or trade practices law, or other law or regulation, or common law, including, without limitation, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the federal antitrust laws (as that term is defined in 15 U.S.C. § 12), state antitrust laws, and/or (d) the claims brought in this Action. The Settling Plaintiffs, and each of them, are hereby enjoined from asserting any such claims against the Released Parties.

b. Each Settling Plaintiff expressly waives and relinquishes, to the fullest extent permitted by law, to the extent applicable to such Settling Plaintiff, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

and any and all provisions, rights and benefits of any similar state or federal law, rule or regulation, or the common law, notwithstanding that such Settling Plaintiff may hereafter discover facts other than or different from those which he, she, or it knows, believes or suspects with respect to the subject matter of the Settlement Agreements. Each Settling Plaintiff, with the ability to seek independent advice of counsel, intended to and did in fact, fully, finally and forever settle and release all such claims. In furtherance of such intention, the releases given by the Settling Plaintiffs in the Settlement Agreements shall be and remain in effect as full and complete releases of the claims set forth in the Action, notwithstanding the discovery or existence of any additional or different facts related thereto and any such additional or different claims that would fall within the scope of the release provided in the Settlement Agreements, as if such facts or claims had been known at the time of the release granted therein.

c. Claims by the Other Defendants (as defined in the Settlement Agreements) against the Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts any Other Defendant has paid or may pay in the actions by way of settlement, judgment, or otherwise, are hereby barred.

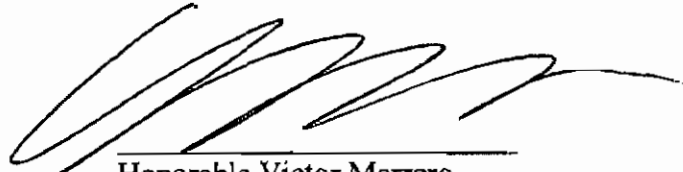
6. Without affecting the finality of this judgment, the Court hereby reserves and retains continuing and exclusive jurisdiction over all matters relating to the administration and consummation of the terms of the Settlement Agreements and the settlement embodied therein, including one or more applications for the award of fees and reimbursement of expenses to plaintiffs' counsel.

7. Plaintiffs' Lead Counsel shall file with the Clerk of the Court a list of those members of the Settlement Class who have timely excluded themselves from the Settlement Class and a copy of all requests for exclusion from the Settlement Class.

8. All terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Settlement Agreements.

9. This Court determines pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and hereby directs that the Final Judgment and Order of Dismissal be entered.

Dated: 15 June, 2007.



Honorable Victor Marrero
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	Hon. Victor Marrero, USDJ

THIS DOCUMENT RELATES TO: ALL ACTIONS:

**FINAL JUDGMENT AND ORDER OF DISMISSAL
(Dominion Resources, Inc.)**

This matter having come before the Court on a joint motion for approval of a Stipulation and Agreement of Settlement dated April 19, 2007 (the "Settlement Agreement") between defendant Dominion Resources, Inc., its subsidiaries and affiliates (collectively "Dominion" or the "Settling Defendant"), and plaintiffs in the class actions consolidated herein. The terms used herein shall have the same meanings as in the Settlement Agreement;

The Court, having considered all papers filed and proceedings held in connection with said motion, and having held a Hearing on June 15, 2007; and

Notice of the Hearing having duly been given in accordance with this Court's Orders dated March 26, April 10 and April 20, 2007, and the Court finding no just reason for delay in entry of this Final Judgment and good cause appearing therefor, it is this 15th day of June, 2007,

ORDERED, ADJUDGED AND DECREED THAT:

1. By its Preliminary Approval Order dated April 20, 2007, the Court certified these actions as a class action under Federal Rule of Civil Procedure 23(b)(3).

The Settlement Class is defined as follows:

All persons who purchased, sold, settled or otherwise traded NYMEX Natural Gas Contracts¹, as an opening or closing transaction or otherwise, between June 1, 1999 and December 31, 2002, inclusive ("the Class Period"). Excluded from the Settlement Class are the Other Defendants² in the Action, their employees, any parents, subsidiaries, or affiliates of the defendants, any entity in which any of the defendants has or had a controlling interest during the Class Period, and the legal representatives, heirs, successors or assigns of any of the Other Defendants.

2. This action is, for settlement purposes, certified as a class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure for the class as defined in paragraph 1 above (the "Settlement Class"). Certification for the purposes of settlement is appropriate because:

¹ A "NYMEX Natural Gas Contract" means any commodity futures, basis, swap, or option contract (or any combination thereof) related to natural gas that was traded, transacted or settled on NYMEX during the Class Period.

² "Other Defendants" means any person ever named as a defendant in this Action, whether or not dismissed from the Action pursuant to a dismissal under Federal Rule of Civil Procedure 12(b)(6), a final order or otherwise, including American Electric Power Co., Inc., AEP Energy Service, Inc., Aquila Energy Marketing Corp., Aquila Merchant Services, Inc., Calpine Energy Services, L.P., Cinergy Marketing and Trading, L.P., Cinergy Corp., Cantera Gas Co., LLC (f/k/a CMS Field Services), CMS Energy Resource Co. (f/k/a CMS Marketing Services & Trading Co.), Cook Inlet Energy Supply LLC, Coral Energy Holding LP, Coral Energy Resources, LP, Duke Energy Trading and Marketing, LLC, Dynegy Marketing & Trade, West Coast Power, LLC, El Paso Merchant Energy, L.P., El Paso Marketing, L.P., El Paso Corp., EnCana Corp., WD Energy Services, Inc., Enserco Energy, Inc., Entergy-Koch Trading, L.P., e prime, inc., MidAmerican Energy Co., Mico Inc., ONEOK Energy and Marketing Co., L.P. and ONEOK, Inc., Sempra Energy Trading, Western Gas Resources, Inc., Williams Energy Marketing and Trading Co. and Williams Companies, Inc.

A. The requirements of Rule 23(a) of the Federal Rules of Civil Procedure have been met:

(i) the Settlement Class is so numerous, consisting of more than 1,000 members, that joinder of all members is impracticable;

(ii) the claims of plaintiffs Titan Energy Partners, L.P. (formerly Cornerstone Propane Partners, L.P.), Roberto Calle Gracey, and Dominick Viola and the defenses thereto, present questions of law or fact common to the Settlement Class;

(iii) as purchasers and/or sellers of NYMEX Natural Gas Contracts during the Class Period, plaintiffs' claims are typical of the claims of, or defenses to, the Settlement Class;

(iv) Class Counsel have fairly represented the interests of the Class; and

(v) based on their active participation in discovery and the settlements, plaintiffs Titan Energy Partners, L.P., Roberto Calle Gracey, and Dominick Viola have fairly and adequately represented the interests of the Settlement Class.

B. The requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure have been met:

i) questions of law or fact relating to whether there was unlawful manipulation of NYMEX natural gas futures and options prices predominate over any questions affecting only individual members; and

ii) because there are no competing actions or any suggestions that a more efficient alternative to the action³ exists, the actions are the superior method for the fair and efficient adjudication of this controversy.

C. Certification of class actions, such as this one, for the purposes of settlement is desirable to facilitate resolution of complex, nationwide litigations such as this one.

3. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that said settlement is, in all respects, fair, reasonable and adequate to the Settlement Class in accordance with Rule 23 of the Federal Rules of Civil Procedure.

4. This Court hereby finds and concludes that the notice given to the Settlement Class was in compliance with this Court's Orders dated March 26, April 10 and April 20, 2007 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 Settlement Class.

³ "Actions" shall mean *In re Natural Gas Commodity Litigation*, 03 Civ. 6186 (VM), and all individual actions that have been consolidated therein, including, without limitation, *Cornerstone Propane Partners, L.P. v. Reliant Energy, et al.* (S.D.N.Y. No. 03 Civ. 6186), *Roberto E. Calle Gracey v. American Electric Power Co., Inc., et al.* (S.D.N.Y. 03 Civ. 7750), *Dominick Viola v. Reliant Energy, et al.* (S.D.N.Y. 03 Civ. 9039), *Cornerstone Propane Partners, L.P. v. Coral Energy Resources, L.P., et al.* (S.D.N.Y. No. 03 Civ. 8320), *Cornerstone Propane Partners, L.P. et al. v. e-prime, Inc., et al.* (S.D.N.Y. No. 04 Civ. 758), and *Cornerstone Propane Partners, L.P. et al. v. Western Gas Resources, Inc. et al.* (S.D.N.Y. No. 04 Civ. 7415).

5. This Court hereby dismisses, on the merits and with prejudice, without costs to any party, these actions and claims described in Section 5(a) in favor of the Settling Defendant and against the members of the Settlement Class who did not timely request exclusion from the Settlement Class. A list of those persons who have filed timely requests for and claims of exclusion from the Settlement Class is annexed hereto as Appendix A and made a part hereof. Those persons appearing on the list annexed hereto as Appendix A, who have requested exclusion from the Settlement Class, shall not participate in the proceeds of the settlement hereby approved nor receive any benefits thereunder. Any member of the Settlement Class whose name does not appear on the list annexed hereto as Appendix A failed to file a timely request for exclusion from the Settlement Class and is hereby barred from asserting otherwise.

(a) The Released Parties⁴ are hereby finally and forever released and discharged from, and will not be sued for or with respect to, all manner of claims, demands, rights, actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, and causes of action in law, admiralty or equity, whether class, derivative, individual, or otherwise in nature, any damages, whenever incurred (including costs, expenses, penalties and attorneys' fees), liabilities of any nature whatsoever, known or

⁴ "Released Parties" mean (i) Dominion; (ii) any direct, indirect, present or former limited partners, general partners, joint ventures, partnerships, members, parents, subsidiaries, affiliates and associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), principals, officers, directors, employees, agents, attorneys, insurers, shareholders, and advisors, of Dominion; and (iii) any predecessor, successor, assign, representative, heir, executor and administrator of any person included in subsections (i) and (ii) hereof, PROVIDED HOWEVER that "Released Parties" shall not include any of the Other Defendants.

unknown, suspected or unsuspected, concealed or hidden, or in law, admiralty or equity, that the Settling Plaintiffs, individually, or as a class, ever had, now has or hereafter can, shall or may have, against the Released Parties (whether or not they make a claim upon or participate in the Settlement Fund) arising from or relating in any way to trading during the Class Period in NYMEX Natural Gas Contracts (including purchasing, selling, or holding any NYMEX Natural Gas Contract, or taking or making delivery of physical natural gas pursuant to any NYMEX Natural Gas Contract, or any combination thereof, whether as a hedger or speculator), whether or not asserted in the Action, including, without limitation, claims which (a) arise from or relate in any way to any conduct complained of in any complaint filed in the Action, (b) have been asserted or could have been asserted in this Action or in any other state or federal court or in any other judicial or arbitral forum against the Released Parties, or any one of them, (c) arise under or relate to any federal or state commodity price manipulation law, any state or federal unfair or deceptive business or trade practices law, or other law or regulation, or common law, including, without limitation, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the federal antitrust laws (as that term is defined in 15 U.S.C. § 12), or state antitrust laws, and/or (d) the claims brought in this Action. The Settling Plaintiffs, and each of them, are enjoined from asserting any such claims against the Released Parties.

(b) Each Settling Plaintiff has expressly and completely waived, released and relinquished, to the fullest extent permitted by law and to the extent applicable to such Settling Plaintiff, any and all provisions, rights, and benefits under Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor,

and any and all provisions, rights and benefits of any similar state or federal law, rule or regulation, or the common law, notwithstanding that such Settling Plaintiff may hereafter discover facts other than or different from those which he, she, or it knows, believes, or suspects with respect to the subject matter of the Settlement Agreements. Each Settling Plaintiff, with the ability to seek independent advice of counsel, intended to and did in fact, fully, finally and forever settle and release all such claims. In furtherance of such intention, the releases given by the Settling Plaintiffs in the Settlement Agreements shall be and remain in effect as full and complete releases of the claims set forth in the Action, notwithstanding the discovery or existence of any additional or different facts related thereto and any such additional or different claims that would fall within the scope of the release provided in the Settlement Agreements, as if such facts or claims had been known at the time of the release granted therein.

(c) Claims by the Other Defendants against the Released Parties for contribution, damages, or indemnification (however denominated) for all or a portion of any amounts any Other Defendant has paid or may pay in the Actions by way of settlement, judgment, or otherwise are hereby barred.

6. Without affecting the finality of this judgment, the Court hereby reserves and retains continuing and exclusive jurisdiction over all matters relating to the administration and consummation of the terms of the Settlement Agreement and the settlement embodied

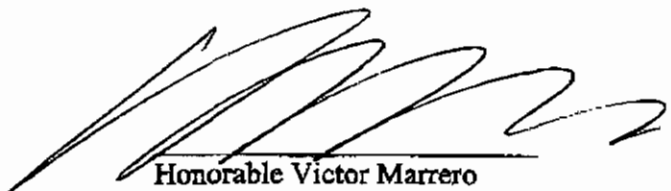
therein, including one or more applications for the award of fees and reimbursement of expenses to plaintiffs' counsel.

7. Plaintiffs' Lead Counsel shall file with the Clerk of the Court a list of those members of the Settlement Class who have timely excluded themselves from the Settlement Class and a copy of all requests for exclusion from the Settlement Class.

8. All terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Settlement Agreement.

9. This Court determines pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and hereby directs that the Final Judgment and Order of Dismissal be entered.

Dated: June 15, 2007.



Honorable Victor Marrero
United States District Judge