

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

ARANDELL CORPORATION, et al.,

Plaintiffs,

v.

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

XCEL ENERGY, INC., et al.,

Defendants.

NEWPAGE WISCONSIN SYSTEM INC.

Plaintiff,

v.

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

CMS ENERGY RESOURCE MANAGEMENT
COMPANY, et al.,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 3rd day of November, 2025, (the “Effective Date”) by and between (a) Dynegy Illinois Inc., DMT G.P. L.L.C., Dynegy GP Inc., and Dynegy Marketing and Trade (collectively “Dynegy”); (b) e prime, inc., Northern States Power Company and Xcel Energy Inc. (collectively “Xcel,” and collectively along with Dynegy, the “Settling Defendants”); and (c) 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”), Billerud Wisconsin LLC (f/k/a Verso Minnesota Wisconsin LLC, f/k/a NewPage Wisconsin System Inc.) (“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 Settling

Defendants 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 the Settling Defendants participated in an unlawful conspiracy to manipulate natural gas price indices in violation of the antitrust laws of the State of Wisconsin;

WHEREAS, the Settling Defendants deny Plaintiffs’ allegations and have 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 the Settling Defendants according to the terms set forth herein is in the best interest of Plaintiffs and the putative class members;

WHEREAS, the Settling Defendants, despite their belief that they are not liable for the claims asserted and that they have good defenses thereto, have 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 the Settling Defendants, 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 the Settling Defendants, 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, heirs, 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, Dynegy Illinois Inc., DMT G.P. L.L.C., Dynegy GP Inc., Dynegy Marketing and Trade, e prime, inc., Northern States Power Company and Xcel Energy 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 officers, directors, employees, agents, principals, stockholders, attorneys, heirs, representatives, parents, subsidiaries, affiliates, partners, insurers, 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 USD \$16,000,000.00, to be funded with \$11,500,000 from Dynegy and \$4,500,000 from Xcel.

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

B. Approval of Agreement and Final Judgment.

10. Plaintiffs and the Settling Defendants 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 the Settling Defendants.

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, the Settling Defendants 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 the Settling Defendants before submission of the Motion, with the understanding that, among other things, 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, as well as a proposed final judgment, the text of which is agreed between Plaintiffs and the Settling Defendants 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, the Settling Defendants 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 the Settling Defendants 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 the Settling Defendants described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to the Settling Defendants 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 the Settling Defendants have executed this Agreement, Plaintiffs and the Settling Defendants 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, 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 the Settling Defendants terminate 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. The Settling Defendants and Plaintiffs agree that for any such proceeding, any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding. The Settling Defendants 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. 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, the Settling Defendants shall pay the Settlement Amount of US \$16,000,000.00 in two (2) installments: (a) \$8,000,000.00 to be paid upon the later of twenty-one (21) days after the Court's entry of an Order granting Preliminary Approval of the Settlement and January 2, 2026, and (b) \$8,000,000.00 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." The Settling Defendants 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 the Settling Defendants, 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 the Settling Defendants 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 prepare and deliver, timely and properly, 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)(l)). 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 the Settling Defendants 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 the Settling Defendants, their respective counsel, nor any other of the Releasees shall have any liability or responsibility for the Taxes or the Tax Expenses. Plaintiffs and the Settling Defendants 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 the Settling Defendants into the Settlement Fund (other than costs theretofore expended in accordance with Paragraph 21) shall within thirty (30) calendar days be returned to the Settling Defendants from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

21. The Settling Defendants agree to permit the use of a maximum of USD \$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.B. Data, Ltd., who Class Counsel 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 USD \$100,000 in notice and administration expenses, is not recoverable by the Settling Defendants 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, the Settling Defendants 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 the Settling Defendants or any other Releasee with respect to any Released Claims.

23. Plaintiffs and the Settling Defendants 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 the Settling Defendants 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 the Settling Defendants 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.

(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. Plaintiffs and the Settling Defendants 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 the entire settlement (e.g., an exclusion request may not seek to be excluded in the settlement with Dynegy but be included in the settlement with Xcel). 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 the Settling Defendants.

(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-jdp; *NewPage Wisconsin System Inc. v. CMS Energy Resource Management Company et al.*, 3:09-cv-00240-jdp); (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 the Settling Defendants. 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 the Settling Defendants 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 that 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 that 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 the Settling Defendants 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 the Settling Defendants 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. Intentionally omitted.

32. Intentionally omitted.

33. The Settling Defendants 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 and the failure to meet the conditions cannot be cured, 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 the Settling Defendants 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. The Settling Defendants shall have the option in their 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 November 3, 2025, 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 the Settling Defendants 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 the Settling Defendants, less only disbursements made in accordance with Paragraph 21 of this Agreement. The Settling Defendants expressly reserve all of its rights and defenses if this Agreement does not become Final.

H. Miscellaneous.

37. Intentionally omitted.

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 the Settling Defendants.

39. This Agreement, including the Parties' Supplemental Agreement dated November 3, 2025, constitutes the entire, complete, and integrated agreement among Plaintiffs and the Settling Defendants pertaining to the settlement of the Wisconsin Actions against the Settling Defendants, and supersedes all prior and contemporaneous undertakings of Plaintiffs and the Settling Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and the Settling Defendants, 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 the Settling Defendants. 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 Releasors. The Releasees (other than the Settling Defendants 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 the Settling Defendants, and a facsimile or scanned signature shall be deemed an original signature for purposes of executing this Agreement.

42. Neither Plaintiffs nor the Settling Defendants 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.

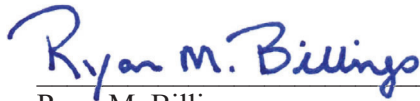
43. Class Counsel shall make available upon request by the Settling Defendants' Counsel, any of the following documents in the possession of the Settlement Administrator: (i) documents identifying all persons and entities to whom any notice of settlement is sent, including the address(es) used for such 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, she or it 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 November 3, 2025.

For Plaintiffs and the Wisconsin
Class:



Ryan M. Billings
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, WI 53212

*Counsel for Plaintiffs and the
Wisconsin Class*

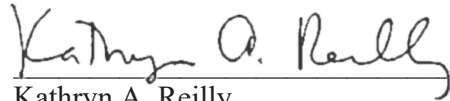
For Dynegy Defendants:



Joseph August Fischer III
Jackson Walker LLP
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Counsel for the Dynegy Defendants

For Xcel Defendants:



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Wheeler Trigg O'Donnell LLP
370 17th Street, Suite 4500
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Counsel for the Xcel Defendants

EXHIBIT 1

EXHIBIT 2

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

ARANDELL CORPORATION, et al.,

Plaintiffs,

v.

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

XCEL ENERGY, INC., et al.,

Defendants.

NEWPAGE WISCONSIN SYSTEM INC.

Plaintiff,

v.

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

CMS ENERGY RESOURCE MANAGEMENT
COMPANY, et al.,

Defendants.

**[PROPOSED] FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO
DYNEGY ILLINOIS INC., DMT G.P. L.L.C., DYNEGY GP INC., DYNEGY
MARKETING AND TRADE, E PRIME, INC., NORTHERN STATES POWER
COMPANY AND XCEL ENERGY 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 Dynegy Illinois Inc., DMT G.P. L.L.C., Dynegy GP Inc., Dynegy Marketing and Trade, e prime, inc., Northern States Power Company and Xcel Energy Inc. (collectively “Defendants”), as set forth in the Settlement Agreement dated _____ (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 _____, _____, the Court certified a settlement class against Defendants 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 Defendants pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure as to the Wisconsin Class. Such 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 Defendants 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 Defendants 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 Defendants;

- (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 Defendants; 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 Defendants.
- 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, questions of law or fact relating to whether Defendants engaged in false or inaccurate reporting of natural gas transactions to the publishers of natural gas price indexes, or engaged in other unlawful conduct including natural gas wash trading or churning transactions, in furtherance of a conspiracy to manipulate prices for natural gas during the Class Period 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 Defendants 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 Defendants' 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 _____, 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 Defendants 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 _____ 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 Defendants and as to all members of any of the 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 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 before [*insert effective date of Settlement Agreement*] 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 Releasors 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. As defined in the Agreement:

- a. “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, heirs, 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, Dynegy Illinois Inc., DMT G.P. L.L.C., Dynegy GP Inc., Dynegy Marketing and Trade, e prime, inc., Northern States Power Company and Xcel Energy 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 officers, directors, employees, agents, principals, stockholders, attorneys, heirs, representatives, parents, subsidiaries, affiliates, partners, insurers, 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 Defendants 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 Defendants, or that any person has suffered any damage attributable to Defendants, or an admission by Defendants 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 Defendants thereafter exercise their 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 Defendants into the Escrow Account (including interest earned thereon) shall be returned to Defendants 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. Nothing in this Order shall be construed to expand the obligations of Defendants under the Agreement or to impose on Defendants any obligations other than those contained in the Agreement.

IT IS SO ORDERED.

Dated: _____

Hon. James D. Peterson
United States District Judge

Entered this ____ day of _____, _____.

Joel W. Turner, Clerk of Court