

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

IN RE:  
WILLIAMS COMPANIES  
ERISA LITIGATION

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)  
) Case No. 02-CV-153-TCK(FHM)  
) **(Lead Case)**  
)  
) **CLASS ACTION**  
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)  
) 02-CV-159-TCK(FHM)  
) 02-CV-285-TCK(FHM)  
) 02-CV-289-TCK(FHM)  
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**ORDER AND FINAL JUDGMENT**

On November 16, 2005, the Motion for Final Approval of Settlement, docket #477, came on for hearing. The issues having been duly heard,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Except as otherwise defined herein, capitalized and italicized terms herein have the same meaning ascribed to them in the Class Action Settlement Agreement dated September 27, 2005.

1. Pursuant to Fed. R. Civ. P. 23(e)(1)(A) and (C), the Court hereby approves and confirms the Settlement embodied in the Settlement Agreement as being a fair, reasonable, and adequate settlement and compromise of the claims asserted in the Action, and orders that the Settlement be implemented in accordance with the terms in the Settlement Agreement.

2. In accordance with Fed. R. Civ. P. 23 and the requirements of due process, the Settlement Class has been given proper and adequate notice of the Settlement Agreement, the Fairness Hearing, Appointed Counsel's application for attorneys' fees and expenses and for

Named Plaintiffs' compensation, and the Plan of Allocation, such notice having been carried out in accordance with the Preliminary Approval Order.

3. The Settlement was negotiated fairly and honestly, after the Court had ruled on Defendants' multiple motions to dismiss, after massive document discovery and extensive deposition discovery, and after certification of the Class. Named Plaintiffs and Defendants were well positioned to evaluate the Action; if the Settlement had not been achieved, the parties faced the expense, risk, and uncertainty of protracted litigation with serious questions of fact and law.

4. The Court has duly considered each objection to the Settlement that was filed, and the Court denies each objection.

5. Subject to the provisions of paragraph 7 below, the Action is hereby dismissed with prejudice, each party to bear his, her, or its own costs, except as provided herein.

6. The Court retains exclusive jurisdiction to resolve disputes or challenges as to the performance, validity, interpretation, administration, or enforceability of this Judgment or the Settlement Agreement. The Court shall also retain exclusive jurisdiction over and rule by separate order with respect to (i) the Plan of Allocation proposed by Named Plaintiffs and (ii) applications for awards of attorneys' fees and reimbursements of expenses.

7. In the event that the Settlement Agreement is terminated in accordance with its terms, (i) this Judgment shall be rendered null and void and shall be vacated nunc pro tunc, and (ii) the Action shall proceed as provided in the Settlement Agreement.

SO ORDERED this 16 day of November, 2005.



Honorable Terence C. Kern  
United States District Judge