

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

IN RE:  
WILLIAMS COMPANIES  
ERISA LITIGATION

)  
)  
) Case No. 02-CV-153-TCK(FHM)  
) **(Lead Case)**

)  
) **CLASS ACTION**

)  
) 02-CV-159-TCK(FHM)

) 02-CV-285-TCK(FHM)

) 02-CV-289-TCK(FHM)  
)

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**NOTICE OF CLASS ACTION SETTLEMENT**

**Your legal rights might be affected  
if you are a member of the following class:**

ALL PERSONS WHO WERE PARTICIPANTS IN OR BENEFICIARIES OF THE WILLIAMS COMPANIES, INC.  
INVESTMENT PLUS *PLAN* AT ANY TIME FROM JULY 24, 2000 THROUGH DECEMBER 12, 2002

**A FEDERAL COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.  
YOU HAVE NOT BEEN SUED.**

- The *Court* has preliminarily approved a proposed settlement of a *Class* action lawsuit brought under the Employee Retirement Income Security Act (often referred to as ERISA) (the "*Settlement*"). The *Settlement* will provide for payments to the Williams Investment Plus Plan (the "*Plan*") and for allocation of those payments to the accounts of members of the *Settlement Class* who had portions of their accounts invested in Williams stock and/or Williams Communications Group ("WCG") stock.
- The *Court* has scheduled a hearing on final approval of the *Settlement* and on *Named Plaintiffs'* motion for attorneys' fees and expenses and for compensation to the *Named Plaintiffs*. That hearing before United States District Judge Terence C. Kern has been scheduled for November 16, 2005 at 1:30 p.m., at the United States District Court, Northern District of Oklahoma, Tulsa OK 74103.
- This Notice contains summary information with respect to the *Settlement*. The terms and conditions of the *Settlement* are set forth in a *Class Action Settlement Agreement* (the "*Settlement Agreement*"). Capitalized and italicized terms used in this Notice, but not defined in this Notice, have the meanings assigned to them in the *Settlement Agreement*. The *Settlement Agreement*, and additional information with respect to this lawsuit and the *Settlement*, are available at [www.kellersettlements.com](http://www.kellersettlements.com) or from *Plaintiffs' Appointed Counsel* listed in response to Question No. 13 below. *Plaintiffs' Appointed*



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This litigation (the “*Action*”) is a consolidated case in which *Plaintiffs* allege that the *Defendants* breached fiduciary duties they owed to the participants in and beneficiaries of the *Plan*. Copies of the most recent *Complaint* and other documents filed in the *Action* are available at [www.kellersettlements.com](http://www.kellersettlements.com).

## SUMMARY OF SETTLEMENT

A *Settlement Fund* consisting of \$55,000,000 million in cash, plus interest, is being established in the *Action*; in addition, the *Company* is providing equitable relief in the form of a covenant that it will not take any action to amend the *Plan*: to (i) reduce the employer match thereunder below four (4) percent prior to January 1, 2011; or (ii) require that the employer match be restricted in *Company* stock prior to January 1, 2011. The net cash amount in the *Settlement Fund*, and after payment of any taxes, expenses, approved attorneys' fees and costs, and compensation to the *Named Plaintiffs*, will be paid to the *Plan* and be allocated to *Settlement Class* members according to a *Plan of Allocation* to be approved by the *Court*.

As with any litigated case, *Plaintiffs* would face an uncertain outcome if the *Action* were to continue against the *Defendants*. Continued litigation of the *Action* against these *Defendants* could result in a judgment or verdict greater or lesser than the recovery under the *Settlement Agreement*, or in no recovery at all.

Throughout this litigation, the *Named Plaintiffs* and the *Defendants* have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the *Plaintiffs* were to prevail at trial. The *Defendants* have denied and continue to deny the claims and contentions alleged by the *Named Plaintiffs*, that they are liable at all to the *Settlement Class*, and that the *Settlement Class* or the *Plan* have suffered any damages for which the *Defendants* could be legally responsible. Nevertheless, the *Defendants* have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the *Action* be fully and finally settled as to them on the terms and conditions set forth in the *Settlement Agreement*.

### **1. Why did I get this Notice package?**

You or someone in your family are or may have been a participant in or beneficiary of the *Plan* and/or one of its predecessor *Plans*. The *Court* caused this Notice to be sent to you because, if you fall within that group, you have a right to know about the *Settlement* and about all of your options, before the *Court* decides whether to approve the *Settlement*. If the *Court* approves the *Settlement*, and after any objections and appeals are resolved, the net amount of the *Settlement Fund* will be paid to the *Plan* and then allocated among *Settlement Class* members according to a *Court*-approved *Plan of Allocation*. This Notice package describes the litigation, the *Settlement*, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The *Court* in charge of this case is the United States District Court for the Northern District of Oklahoma. The people who sued are called the "*Named Plaintiffs*," and the people they sued are called "*Defendants*." The *Named Plaintiffs* in the *Action* are Kristine Zeigler, Karen Raider, Michael VanSickle, Harvey K. Jones and Phillip Nelson. The *Defendants* are: the *Company* and the following *Persons* named as defendants in the *Complaint*: Keith Bailey, Jack D. McCarthy, Michael Johnson, Nick Bacile, John Bumgarner, Travis Campbell, R. Rand Clark, James Ivey, Howard Kalika, Marcia MacLeod, Ron Mucci, Scott Welch, Mark Wilson, Phillip D. Wright, Dan M. Miller, Lewis A. Posekany, Jr., Rick Rodekohr, Andrew Sunderman, Hugh M. Chapman, Thomas H. Cruikshank, William E. Green, William R. Howell, James C. Lewis, Charles M. Lillis, George A. Lorch, Frank T. MacInnis, Steven J. Malcolm, Gordon R. Parker, Janice D. Stoney, Joseph H. Williams, and Ira D. Hall. The legal action that is the subject of this Notice and the *Settlement* is known as *In re Williams, Inc. ERISA Litigation*, No. 02-CV-153-TCK (the "*Action*").

## 2. What is the lawsuit about?

The *Action* claims that the *Defendants* were fiduciaries of the *Plan* and violated fiduciary duties under *ERISA* that they owed to current and former participants in and beneficiaries of the *Plan*. In the *Complaint*, *Named Plaintiffs* asserted causes of action for the losses they allege were suffered by the *Plan* as the result of the alleged breaches of fiduciary duty by the *Defendants*.

*Plan* investment funds included funds primarily invested in Williams common stock and WCG stock and many *Plan* participants had their *Plan* accounts invested in these funds. In addition, Williams made matching contributions, which were invested in the Williams stock fund through July, 2002, and credited to *Plan* participants' accounts. The *Action* alleges that Williams and some of its individual officers and employees had the discretion to prevent further investments in these funds and to sell the *Plan's* holdings in these funds, and that they breached fiduciary duties by not exercising that discretion. *Named Plaintiffs* also assert that certain *Defendants* violated their alleged fiduciary duties by misrepresenting information and failing to provide *Plan* participants with complete and accurate information about Williams and WCG. *Named Plaintiffs* also assert that certain directors failed to properly appoint and monitor members of the *Plan* Benefits Committee.

The *Defendants* deny that they have liability to the *Plan* or its participants or beneficiaries. If the litigation were to continue, the *Defendants* would raise numerous defenses to liability, including the following:

- They were not fiduciaries of the *Plan*, or, if they were fiduciaries, their fiduciary duties did not extend to the matters at issue in the *Action*;
- Williams and WCG common stock were at all relevant times prudent investments for the *Plan* and its participants;
- To the extent they were fiduciaries as to the matters at issue in the *Action*, they fully discharged all fiduciary duties imposed on them by *ERISA*;
- Even if they failed to discharge one or more of their *ERISA* fiduciary duties, any such breach of fiduciary duty did not cause the losses alleged by the *Plaintiffs*; and
- The relief sought by the *Plaintiffs* in the *Action* is not permitted by *ERISA*.

*Appointed Counsel* for the *Plaintiffs* have conducted an extensive investigation of the allegations in the *Action*. In addition, through that investigation and through discovery of information in the *Action*, *Appointed Counsel* have obtained and reviewed over seventeen million of pages of documents, including *Plan* governing documents and materials, communications with *Plan* participants, internal Williams documents regarding the *Plan*, SEC filings, press releases, public statements, news articles, and other documents. *Appointed Counsel* have prepared for, taken, attended, and/or summarized over ninety depositions, and attended many *Court* hearings.

*Appointed Counsel* have drafted and served on *Defendants* numerous discovery requests, and they have prepared and served responses to written discovery requests made by *Defendants*. *Appointed Counsel* filed a motion to certify the *Class*, fully briefed and argued it, and the *Court* granted the motion and certified the *Class* by Order entered August 22, 2005.

### **3. Why Is This Case a Class Action?**

In a *Class* action, one or more plaintiffs, called “*Named Plaintiffs*,” sue on behalf of people who have similar claims. All of the individuals on whose behalf the *Named Plaintiffs* are suing are “*Class Members*,” and they are also referred to herein as members of the *Settlement Class*. One *Court* resolves the issues for all *Class Members*. U.S. District Judge Terence C. Kern is presiding over this case.

### **4. Why is there a Settlement?**

This *Settlement* is the product of extensive negotiations between *Appointed Counsel* and the *Defendants’* counsel, including the services of an experienced mediator. Throughout the settlement negotiations, the *Plaintiffs* and the *Defendants* were advised by various consultants and experts, including individuals with expertise in *ERISA* fiduciary liability issues, insurance coverage issues, and estimating potential damages in cases involving *ERISA* fiduciary liability. The *Court* has not reached any final decisions in connection with *Plaintiffs’* claims against the *Defendants*. Instead, the *Plaintiffs* and the *Defendants* have agreed to a settlement. In reaching the *Settlement*, they have avoided the cost and time of a trial. As with any litigated case, the *Plaintiffs* would face an uncertain outcome if this case went to trial. On the one hand, continuation of the case against the *Defendants* could result in a verdict greater than this *Settlement*. On the other hand, continuing the case against them could result in a verdict for less money than *Plaintiffs* has obtained in this *Settlement*, or even no recovery at all. Based on these factors, the *Plaintiffs* and their attorneys believe the *Settlement* is best for all *Class* members. Additional information concerning the *Settlement* and these factors is available in the motion for preliminary approval of the *Settlement Agreement*, which may be obtained at [www.kellersettlements.com](http://www.kellersettlements.com), or directly from the Clerk of the United States District Court for the Northern District of Oklahoma.

### **5. How do I know whether I am part of the Settlement?**

The proceeds of this *Settlement* will be allocated only to members of the *Class*, and then only according to a *Court*-approved *Plan of Allocation*. You are a member of the *Class* if you fall within the “*Class definition*” approved by United States District Judge Terence C. Kern:

All persons who were participants in or beneficiaries of The Williams Companies, Inc. Investment Plus Plan at any time from July 24, 2000 through December 12, 2002.

If you are a member of the *Class*, the amount of money you will receive, if any, will depend upon the *Court*-approved *Plan of Allocation*, described below in Section 7.

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

A *Settlement Fund* consisting of \$55 million in cash, plus interest, is being established in the *Action*. The net amount in the *Settlement Fund*, and after payment of, and establishment of reserves for, any taxes and *Court*-approved costs, attorney’s fees, and expenses, including any *Court*-approved compensation to be paid to the *Named Plaintiffs*, will be paid to the *Plan* and, after payment of implementation expenses, the remaining amount will be allocated to members of the *Class* according to a *Plan of Allocation* to be approved by the *Court*. Allocations will be made to the *Plan* accounts of members of the *Class*. *Plan* accounts may be created for those members of the *Class* who no longer have *Plan* accounts and who are entitled to an award under the *Plan of Allocation*. Generally, *Named Plaintiffs*

and the *Class* will release (i) the *Defendants* from all claims (a) arising out of conduct during the *Class Period* that were or could have been asserted in the *Action*, or (b) that would be barred by *res judicata* if this *Action* were litigated fully to conclusion, or (c) with respect to Williams' amendment of the *Plan* to eliminate, over a period of years, *Company* stock as a retirement investment option in the *Plan*; or (ii) against the two applicable fiduciary insurance policies. The *Settlement Agreement* does not release, bar, waive, or otherwise affect any *Claim* that has been or could be asserted under the state or federal securities laws by any member of the *Class* or the *Plan* directly or derivatively

The above description of the operation of the *Settlement* and the release is only a summary. The governing provisions are set forth in the *Settlement Agreement* (including its exhibits), which may be obtained at [www.kellersettlements.com](http://www.kellersettlements.com). For additional information, see the response to Question No. 18 below.

## **7. How much will my payment be?**

Your share of the net *Settlement* proceeds paid into the *Plan* (the "*Net Proceeds*") will depend on your proportionate loss, compared to other *Class* members, related to *Plan* investments in Williams stock and WCG stock. Each *Class* member's proportionate loss will be determined using a *Court*-approved *Plan of Allocation*. Because the *Net Proceeds* are less than the total losses alleged by the *Class*, each *Class* member's proportionate recovery will be less than his or her alleged loss. If your proportionate recovery is *de minimus* (less than \$10), it may be forfeited to the *Plan* or distributed pro rata to other *Class Members*. You are not responsible for calculating the amount you may be entitled to receive under the *Settlement*. This calculation will be done as part of the implementation of the *Settlement*.

In general, the *Plan of Allocation* will provide:

In brief, under this proposed allocation, each *Class Member's* ("Member's") share would be calculated as follows:

The *Net Proceeds* shall be distributed among Members in accordance with their alleged "Net Losses." Each Member's Net Loss will be the total of the Member's "WCG Net Loss" and "Company Stock Net Loss"

"WCG Net Loss" will be, for each Member, the greater of (a) zero, or (b) the result obtained by taking (i) the dollar amount of the Member's *Plan* account balance invested in the WCG Stock Fund at the beginning of the *Class Period*; adding (ii) the dollar amount added to the Member's *Plan* account balance invested in the WCG Stock Fund during the *Class Period* (including the value of WCG Stock received as a dividend on *Company* Stock); and subtracting (iii) the dollar amount credited to the Member's *Plan* account balance resulting from dispositions from the WCG Stock Fund.

"Company Stock Net Loss" will be, for each Member, the greater of (a) zero, or (b) the result obtained by taking (i) the dollar amount of the Member's *Plan* account balance invested in the *Company* Stock Fund at the beginning of the *Class Period*; adding (ii) the dollar amount added to the Member's *Plan* account balance invested in the *Company* Stock Fund during the *Class Period*; subtracting (iii) the dollar amount of the Member's *Plan* account balance invested in the *Company* Stock Fund as of September 15, 2005, disregarding the dollar value of any investment in the *Company* Stock Fund made after the end of the *Class Period*; and subtracting (iv) the dollar amount credited to the Member's *Plan* account balance resulting from dividends received with respect to the *Company* Stock Fund (including the value of WCG Stock received as a dividend on *Company* Stock) and dispositions from the *Company* Stock Fund from the beginning of the *Class Period* through September 15, 2005, disregarding, however, any such dividends or distributions with respect to investments made in the *Company* Stock Fund after

the end of the *Class Period*. For purposes of the foregoing clauses (iii) and (iv), for Members whose *Plan* accounts made investments in the *Company* Stock Fund after the end of the *Class Period*, the dollar value of those investments as of September 15, 2005, and the dollar amount of the dividends and dispositions attributable to those investments, will be determined by prorating the *Class Period* and post-*Class Period* investments in the *Company* Stock Fund in accordance with the number of shares held in the *Company* Stock Fund at the end of the *Class Period* and the number of shares acquired thereafter.

The Net Losses of the Members will be aggregated. Each Member will be assigned a Net Loss Percentage, showing the percentage of the Member's Net Loss in relation to all Members' Net Losses. Each Member's share of the *Net Proceeds* will be equal to the *Net Proceeds* multiplied by the Member's Net Loss Percentage. To the extent data is not available for the start date of the *Class Period*, the then most recent available data will be used.

**Do not worry if you do not have records that show your *Plan* activity.** If you are entitled to a share of the net *Settlement Fund*, you will receive a statement showing the amount of your share. If you have questions regarding the *Settlement* or the *Plan of Allocation*, or need more information, please see the response to Question No. 18 below.

The *Defendants*, to the extent they were participants or beneficiaries of the *Plan* at any time from July 24, 2000 through December 12, 2002, will be excluded from the *Plan of Allocation*.

## **8. How can I get a payment?**

You do not need to file a claim. If you are a *Class* member entitled to a share of the *Net Proceeds*, and have a current *Plan* account, your share will be deposited in your *Plan* account. If you are a former *Plan* participant, an account may be established for you in the *Plan*. If you are a former participant and have not provided the *Plan* with your current address, please send an email to [williamssettlement@gardencitygroup.com](mailto:williamssettlement@gardencitygroup.com).

## **9. When would I get my payment?**

Payment is conditioned on several matters, including the *Court's* approval of the *Settlement* and such approval becoming final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the net *Settlement Fund* will be paid to the *Plan* and allocated to the accounts of *Class* members pursuant to the *Plan of Allocation* (described in the Answer to Question No. 7, above) as soon as possible after final approval has been obtained for the *Settlement* (which includes exhaustion of any appeals). Any appeal of the final approval could take several years. Any accrued interest on the *Settlement Fund* will be included in the amount paid to the *Plan* and allocated to the *Plan* accounts of *Class* members. The *Settlement Agreement* may be terminated on several grounds, including if the *Court* does not approve or modifies the *Settlement*. Should the *Settlement Agreement* be terminated, the *Settlement* will be terminated, and the *Action* will proceed as if the *Settlement* had not been reached.

## **10. Can I get out of the Settlement?**

You do not have the right to exclude yourself from the *Settlement*. The *Action* was certified by Order entered August 22, 2005 under Federal Rule of Civil Procedure 23(b)(1)(A), 23(b)(1)(B) and 23(B)(2) because the *Court* determined the requirements of those rules were satisfied. Thus, it is not possible for any *Class* members to exclude themselves from the *Settlement*. As a *Class* member, you will

be bound by any judgments or orders that are entered in the *Action* for all claims that were or could have been asserted in the *Action* or are otherwise included in the release under the *Settlement*. Although you cannot opt out of the *Settlement*, you can object to the *Settlement* and ask the *Court* not to approve it. See Answer to Question No. 13, below.

### **11. Do I have a lawyer in the case?**

The *Court* has appointed the law firms of Keller Rohrback L.L.P., Cohen, Milstein, Hausfeld & Toll P.L.L.C., and Norman Wohlgenuth Chandler & Dowdell as *Appointed Counsel* for *Named Plaintiffs* in the *Action*. These lawyers are called “*Appointed Counsel*.” You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **12. How will the lawyers and Named Plaintiffs be paid?**

On or before October 25, 2005, *Appointed Counsel* will file a motion for the award of attorneys’ fees and expenses for *Appointed Counsel*. This motion will be available for review on [www.kellersettlements.com](http://www.kellersettlements.com). This motion will be considered at the *Fairness Hearing*. *Appointed Counsel* have agreed to limit their application for an award of attorneys’ fees to not more than 20% of the *Settlement Fund*, plus reimbursement of expenses incurred in connection with the prosecution of the *Action*, plus a reserve of \$150,000 from the *Settlement Fund* for the payment of attorneys fees and expenses of *Appointed Counsel* in assisting in the implementation of the *Settlement* in the event it is approved by the *Court*. Finally, *Appointed Counsel* will ask the *Court* to set aside an additional 2% of the *Settlement Fund* in reserve for other plaintiffs’ counsel (who were not appointed to represent the *Class*) who may choose to apply to the *Court* for payment of their fees and reimbursement of their expenses.

The *Named Plaintiffs* in the *Action* will share in the allocation of the money paid to the *Plan* on the same basis and to the same extent as all other members of the *Settlement Class*, except that, in addition, the *Named Plaintiffs* Kristine Zeigler, Karen Raider, Michael VanSickle each may apply to the *Court* for compensation up to \$12,000, plus reimbursement of the reasonable costs and expenses directly relating to their representation of the *Settlement Class*. Each of these *Named Plaintiffs* actively participated in discovery, met with counsel to prepare for depositions, and were deposed at length. *Named Plaintiffs* Phillip A. Nelson and Harvey K. Jones each may apply to the *Court* for compensation up to \$2,000, plus reimbursement of the reasonable costs and expenses directly relating to their representation of the *Settlement Class*. Mr. Nelson’s requested compensation will be less because he did not participate actively in discovery, did not meet with counsel to prepare for deposition, and was not deposed. Mr. Jones’ requested compensation will be less because he only recently joined the *Action* as a *Named Plaintiff* and also did not participate in discovery and depositions. Any compensation awarded to *Named Plaintiffs* by the *Court* will be payable from the *Settlement Fund*.

You can tell the *Court* that you do not agree with the *Settlement* or some part of it, including the attorneys’ fees and expenses the attorneys intend to seek, and/or the compensation to *Named Plaintiffs*.

### **13. How do I tell the Court that I don’t like the Settlement?**

If you are a *Class* member, you can object to the *Settlement* if you do not like any part of it. You can give reasons why you think the *Court* should not approve it. To object, you must send a letter or other written statement saying that you object to the *Settlement* in *In re Williams, Inc. ERISA Litigation*, No. 02-CV-153-K(M). Be sure to include your name, address, telephone number, signature, and a full

explanation of all reasons you object to the *Settlement*. **Your written objection must be filed with the Court, and mailed to the counsel listed below, postmarked (and sent via facsimile) by no later than November 9, 2005:**

**Filed with the Clerk of the Court:**

Phil Lombardi, Clerk of Court  
United States District Court, Northern District of Oklahoma  
333 West Fourth, Room 411  
Tulsa OK 74103  
918-699-4700

**Mailed (and faxed) to *Plaintiffs Appointed Counsel*:**

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**Mailed (and faxed) to *Defendants' Counsel*:**

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**14. When and where will the Court decide whether to approve the Settlement?**

The *Court* will hold a *Fairness Hearing* at 1:30 p.m. on November 16, 2005, at the United States District Court for the Northern District of Oklahoma, 333 West Fourth, Tulsa OK 74103. At that hearing, the *Court* will consider whether the *Settlement* is fair, reasonable, and adequate. If there are objections, the *Court* will consider them. After the *Fairness Hearing*, the *Court* will decide whether to approve the *Settlement*. The *Court* will also rule on the motions for attorneys' fees and expenses. We do not know how long these decisions will take.

**15. Do I have to come to the hearing?**

No. *Appointed Counsel* will answer questions Judge Kern might have. You are welcome to come at your own expense. If you send an objection, you do not have to come to *Court* to talk about it. As long as you mailed your written objection on time, it will be before the *Court* when the *Court* considers whether to approve the *Settlement* as fair, reasonable and adequate. You also may pay your own lawyer to attend the *Fairness Hearing*, but such attendance is not necessary.

**16. May I speak at the hearing?**

If you are a *Class* member, you may ask the *Court* for permission to speak at the *Fairness Hearing*. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *In re Williams, Inc. ERISA Litigation*, No. 02-CV-153-K(M)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the attorneys listed in the Answer to Question No. 13, above, postmarked and sent via facsimile no later than November 9, 2005, and must be filed with the Clerk of the *Court* at the address listed in the Answer to Question No. 13, postmarked no later than November 9, 2005.

**17. What happens if I do nothing at all?**

If you do nothing and you are a *Class* member, you will participate in the *Settlement* of the *Action* as described above in this Notice if the *Settlement* is approved.

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

This Notice summarizes the proposed *Settlement*. The complete *Settlement* is set forth in the *Settlement Agreement*. You may obtain a copy of the *Settlement Agreement* by making a written request to the counsel listed in response to Question No. 13 above. Copies of the *Settlement Agreement*, as well as the *Preliminary Motion*, seeking preliminary approval of the *Settlement Agreement*, and the *Preliminary Approval Order*, may also be obtained at [www.kellerssettlements.com](http://www.kellerssettlements.com). The *Settlement*

*Agreement* also was filed with the Clerk of the United States District Court for the Northern District of Oklahoma, and may be obtained from the Clerk's office directly.

*Plaintiffs' Appointed Counsel* also have established a toll-free phone number to receive your comments and questions: 800-267-6635, and may also be contacted via e-mail at: [williamssettlement@gardencitygroup.com](mailto:williamssettlement@gardencitygroup.com).