

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)
)
)

***NAMED PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER
PRELIMINARILY APPROVING SETTLEMENT, AND
SETTING A DATE AND TIME FOR THE FAIRNESS HEARING***

I. INTRODUCTION

Named Plaintiffs Kristine Zeigler, Karen Raider, Michael Van Sickle, Harvey K. Jones and Phillip A. Nelson, on behalf of the *Class* certified by the *Court*, by and through *Appointed Counsel* for the *Class*, respectfully move the *Court* for an Order preliminarily approving the *Settlement* described herein. A copy of the *Settlement Agreement*, which includes a copy of the proposed *Preliminary Approval Order*, is attached hereto as Exhibit A.¹ The *Settlement* was reached after very extensive discovery, described below, and arm's length negotiations, including mediation with Gary V. McGowan, and represents an outcome for the *Named Plaintiffs* and the *Class* that will provide significant benefits to the *Class*, and remove the risk and delay of further litigation. In compliance with Rule 23 and the requirements of due process, the following multi-step process is

¹ Capitalized and italicized terms herein, to the extent not otherwise defined herein, have the meaning ascribed to them in the *Settlement Agreement*.

respectfully suggested:

1. Granting of preliminary approval of the *Settlement*, such that notice of the proposed settlement may be given as required by Fed. R. Civ. P. 23(e)(1)(B);
2. Approving of the form and method of providing *Class Notice* (a long-form notice, to be mailed to *Class* members at their last known address, provided by The Williams Companies, Inc. (“Williams”), and a short-form notice, to be published in two newspapers: The Tulsa World and The Houston Chronicle); and
3. Setting of the *Fairness Hearing* on the proposed settlement, and dates leading up to that *Fairness Hearing*, as follows, the *Court’s* calendar permitting:

Motion for Preliminary Approval of <i>Settlement</i>	September 28, 2005 (already set by Court, at 12:45 p.m.)
Deadline for <i>Plaintiffs</i> to substantially complete notice to <i>Class</i> members by publication and first-class mail	October 7, 2005 (40 days prior to the proposed <i>Fairness Hearing</i>)
Deadline for <i>Plaintiffs</i> to file with the <i>Court</i> and post on www.Kellersettlements.com their motion for award of attorneys’ fees and expenses and <i>Named Plaintiff</i> compensation	October 25, 2005 (22 days prior to the proposed <i>Fairness Hearing</i>)
Deadline for <i>Class</i> members to comment upon or object to the proposed <i>Settlement or fee motion</i>	November 9, 2005 (7 days prior to the proposed <i>Fairness Hearing</i>)
Deadline for <i>Plaintiffs</i> to file motion for final approval of the proposed settlement, and motion for approval of <i>Plan of Allocation</i>	November 11, 2005 (5 days prior to the proposed <i>Fairness Hearing</i>)
Proposed <i>Fairness Hearing</i>	November 16, 2005

II. TERMS OF THE PROPOSED SETTLEMENT

The following summarizes the principal terms of the *Settlement*:

A. **Scope**: All *Claims* and defenses, and all *Parties* to the *Action*.

B. **Settlement Consideration**: Cash in the amount of \$55,000,000, plus equitable relief in the form of Williams' covenant that it will not take any action to amend the *Plan*: (i) to reduce the employer match thereunder below four (4) percent prior to January 1, 2011; or (ii) to require that the employer match be restricted in *Company* stock prior to January 1, 2011. The equitable relief component of the proposed *Settlement* has an estimated value of approximately \$57,600,000, and *Appointed Counsel* will submit, prior to the *Fairness Hearing*, an expert report setting forth the basis for this estimate. The full proceeds of the fiduciary insurance policies are funding \$50 million of the cash component of the proposed *Settlement*, and Williams will be funding the remaining \$5 million of the cash component of the proposed *Settlement*.²

C. **Settlement Class**: The *Settlement Class* will be the *Class* certified by the *Court* in the *Action*, by Order filed August 22, 2005, consisting of: all *Persons* who were participants in or beneficiaries of the *Plan* at any time from July 24, 2000 through December 12, 2002. The *Settlement Class* is also referred to as the *Class*.

D. **Plan of Allocation**: The *Settlement Agreement* contemplates, subject to the *Court's* approval, that after payment of *Court*-approved fees and costs, and *Named Plaintiff* incentive awards, the net *Settlement* proceeds will be paid to the *Plan* and allocated to *Class* members in proportion to their losses occasioned by their investment in Williams and Williams Communications

² *Appointed Counsel* have selected the following to serve as the *Financial Institution* under the terms of the *Settlement Agreement*, and request that the *Court* approve this selection (approval is contained in the form of *Preliminary Approval Order*, which is Exhibit 1 to the *Settlement Agreement*):

Wells Fargo Brokerage Services, LLC
999 Third Avenue, 14th floor
Seattle, WA 98104
Attention: Michele Andrus, Vice President & Institutional Sales Representative
Phone: 206-292-3510

Group, Inc. (“WCG”) stock through their *Plan* accounts. 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.

E. Released Claims: Generally, *Named Plaintiffs* and the *Class* will release all *Claims* (i) arising out of conduct during the *Class Period* (a) that were or could have been asserted in this *Action*, and/or (b) that would be barred by *res judicata* if this *Action* were litigated fully to conclusion, and/or (c) against the two applicable fiduciary insurance policies; and/or (ii) 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*.

F. Notice: Attached as Exhibit 1 to the *Settlement Agreement* is a proposed *Preliminarily Approval Order*, which provides for the following notices:

- A mailed notice (Exhibit A to the proposed *Preliminary Approval Order*), to be mailed to the last known address of all *Parties* and *Class* members, and to be published on a website established by *Appointed Counsel*; and
- A published summary notice (Exhibit B to the proposed *Preliminary Approval Order*), to appear in The Tulsa World and The Houston Chronicle.

III. THE SETTLEMENT MEETS THE JUDICIAL STANDARDS FOR APPROVAL UNDER RULE 23(e)

Although the procedure for approval of a class action settlement is not specifically delineated in Fed. R. Civ. P. 23, a two-step procedure is set forth and approved in the Federal Judicial Center's Manual for Complex Litigation § 21.632, at 414 (4th ed. 2004), and is universally followed by federal courts considering class action settlements. In the first stage, the *Parties* submit the *Settlement* to the *Court* for preliminary approval. In the second stage, following preliminary approval, the *Class* is notified and a *Fairness Hearing* scheduled at which the *Court* will determine whether to approve the *Settlement*. **While the *Court* is not required at this first stage to determine whether it ultimately will approve the *Settlement*, as a brief prelude, *Named Plaintiffs* set forth in this section the reasons why it ultimately should approve it.**

The *Court* has wide discretion in determining whether to approve a class action settlement, however the Supreme Court has cautioned that in reviewing a proposed class settlement, a court should “not decide the merits of the case or resolve unsettled legal questions.” *Carson v. American Brands, Inc.*, 450 U.S. 79, 88 n. 14 (1981). Because the object of settlement is to avoid, not confront, the determination of contested issues, the approval process should not be converted into an abbreviated trial on the merits. *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1987) (“the court need not undertake the type of detailed investigation that trying the case would involve”). Instead, the *Court’s* inquiry should be limited to the consideration of whether the proposed settlement is “fair, reasonable and adequate.” *Gottlieb v. Wiles*, 11 F.3d 1004, 1014 (10th cir. 1993) (citing *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984)). In determining whether the proposed *Settlement* meets the standard for approval, the *Court* is required to “ensure that the agreement is not illegal, a product of collusion, or against the public interest.” *U.S. v. Colo.*, 937 F.2d 505, 509 (10th Cir. 1991).

The Tenth Circuit in *Jones v. Nuclear Pharmacy, Inc.* identified the following four factors that a district court should consider in determining whether a proposed settlement is fair, reasonable and adequate:

- (1) whether the proposed settlement was fairly and honestly negotiated;
- (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;
- (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and
- (4) the judgment of the parties that the settlement is fair and reasonable.

741 F.2d at 324 (citing *In re King Resources Co. Sec. Litig.*, 420 F. Supp. 610 (D. Colo. 1976)); see also *Gottlieb*, 11 F.3d at 1014.

Consideration of the relevant factors demonstrates that the proposed *Settlement* in this case

meets these criteria, and merits this *Court's* approval.

A. Named Plaintiffs' Proposed Settlement Agreement Was Fairly and Honestly Negotiated

In examining the fairness of a proposed settlement, the *Court* may scrutinize the fairness and honesty of the negotiations leading to the settlement. *Gottlieb*, 11F.3d at 1014. In the absence of evidence to the contrary, the *Court* should presume that *Settlement* negotiations were conducted in good faith and that the resulting agreement was reached without collusion. *Newberg on Class Actions* § 11.28, at 11-59 (3d ed. 1992) (counsel are “not expected to prove the negative proposition of a noncollusive agreement.”).

Even without that presumption, however, it is clear the negotiations leading to this *Settlement* withstand close examination. As noted in some detail below, *Appointed Counsel* engaged in significant and extensive discovery before reaching a *Settlement*. Coupled with their experience in class action litigation, and *ERISA* class actions in particular, *Appointed Counsel* had an excellent grasp of the range of possible outcomes in this case. They brought this knowledge to bear in the negotiations with *Defendants'* counsel, and the *Settlement* reflects an informed consideration of a complex array of factual and legal issues.

The arms-length quality of the negotiations is shown further by the fact the *Parties* engaged in mediation with Gary McGowan, a nationally-recognized and highly experienced mediator. The negotiations here were well-informed, lengthy and at arms-length.

B. Questions of Law and Fact Exist Which Arguably Put the Outcome of the Action in Doubt

As evidenced by the vigor with which they have prosecuted this case, *Appointed Counsel* are optimistic about their ultimate success in this matter. However, there is risk in any litigation; it is

especially high in a class action. This risk is even more acute in an *ERISA* class action, a complex and rapidly developing area of the law. One of the risks facing the *Class* in this *Action* includes establishing *Defendants'* liability for breaches of fiduciary duty, succinctly described by the First Circuit in its overruling of a district court's dismissal of claims similar to those of the *Class*:

Because the important and complex area of law implicated by plaintiffs' claims is neither mature nor uniform, *see supra* n.9, we believe that we would run a very high risk of error were we to lay down a hard-and-fast rule (or to endorse the district court's rule) based only on the statute's text and history, the sparse pleadings, and the few and discordant judicial decisions discussing the issue we face. Under the circumstances, further record development -- and particularly input from those with expertise in the arcane area of the law where *ERISA's* ESOP provisions intersect with its fiduciary duty requirements -- seems to us essential to a reasoned elaboration of that which constitutes a breach of fiduciary duty in this context.

Lalonde v. Textron, 369 F.3d 1, 6 (1st Cir. 2004). Here, the *Class* faced significant challenges in advancing this case with newly evolving guidance on these types of breach of fiduciary duty cases.

While the *Plaintiffs* believe the liability case in the *Action* is very strong, if the litigation were to continue, the *Class* would face the numerous defenses to liability *Defendants* will raise, 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*.
Plaintiffs understand that each defense represents a different degree of risk to the *Class*.

Defendants have forcefully defended their actions with respect to the *Plan*, and have shown no

hesitancy to litigate this matter fully through trial and appeal if necessary. Moreover, *Defendants* are represented by highly experienced and competent counsel.

The questions of fact and law that render the outcome of this *Action* uncertain are also evidenced by the copious substantive motions filed by the *Parties* in the past three and one-half years and on which this *Court* ruled, including: *Defendants'* multiple motions to dismiss; *Plaintiffs'* motion for partial summary judgment; *Plaintiffs'* motion to certify the *Class*; and *Plaintiffs'* motion for reconsideration of the *Court's* order granting the *Defendants'* (Williams' and the Director Defendants') motion to dismiss.

The *Settlement* totaling \$55,000,000 in cash, plus an estimated additional \$57,600,000 in the value of equitable relief, should be regarded as a favorable recovery.

C. The Value of an Immediate Remedy Outweighs the Possibility of Future Relief After Protracted and Expensive Litigation

The *Court* is well aware of the fact that *ERISA* litigation of the type presented here is a rapidly evolving and demanding area of the law. New precedents are issued almost weekly, and the demands on counsel and the *Court* are complex and require the devotion of significant resources.

Plaintiffs have already participated in a massive amount of discovery, including:

- *Plaintiffs* served seven sets of document requests on *Defendants*, seeking dozens of categories of information;
- *Plaintiffs* served four sets of subpoenas on third party witnesses, including the *Plan's* former record keeper (Howard Johnson), the *Plan's* former trustee (Wells Fargo), the *Plan's* current trustee and record keeper (Fidelity) and the Investment Committee's counsel on fiduciary matters (David Cowart).
- *Plaintiffs* obtained and reviewed more than **17 million pages** of documents related to the allegations of the *Complaint*, including materials submitted by Williams in response to governmental investigations, as well as numerous materials submitted by *Parties* in the Williams Companies Securities Litigation as part of the *Court* ordered consolidated discovery, including Williams' auditors (Ernst & Young), WCG, WilTel Communications and multiple underwriters for Williams' and WCG.

- *Plaintiffs* obtained and reviewed digital media from several sources, including: 29 large hard drives, more than 250 CD/DVDs and 3 VHS videotapes.
- *Plaintiffs* served six sets of interrogatories to *Defendants*, posing dozens of discrete questions related to this litigation.
- *Plaintiffs* provided responses to five sets of interrogatories and requests for production from *Defendants*, including dozens of contention interrogatories.
- *Plaintiffs* prepared for, led, attended and/ or summarized the depositions of eleven *Defendants*, thirty-eight current or former Williams employees and four third party witnesses, and had scheduled and began preparation to attend and/or lead the depositions of more than forty additional individual *Defendant*, fact and third party witnesses.
- *Plaintiffs* had retained experts in various disciplines, disclosed to the *Defendants* a comprehensive preliminary expert report as part of confidential mediation efforts, and were working with experts and consultants with respect to additional expert reports in support of *Plaintiffs'* liability and economic loss allegations.

If the *Settlement* is not approved, however, a substantial amount of work still will need to be done, including the completion of fact discovery, the production and study of expert reports, all expert discovery, preparation and briefing of motions for summary judgment, designation of witnesses and exhibits, preparation of pre-trial memoranda and proposed findings of fact and conclusions of law, presentation of witnesses and evidence at trial, and, depending on the *Court's* ruling on the merits, briefing of the losing party's almost-certain appeal. It is not unreasonable to assume that the *Defendants* would continue their vigorous defense of this case up through trial and a probable appeal regardless of the trial's outcome. The *Settlement* obviates that delay and will, if approved, advance the recovery to the *Plan*, possibly by more than two years. Thus, this factor also speaks strongly in favor of preliminary approval of the proposed *Settlement*.

D. The Parties To the Settlement Believe It is Fair and Reasonable

The view of experienced counsel favoring a settlement is accorded "great weight" in appraising the fairness and adequacy of a proposed settlement. *Gottlieb*, 11 F.3d at 1014 (citing *Malchman v. Davis*, 706 F.2d 426, 433 (2d Cir. 1983)). A settlement enjoys a presumption of

regularity if it is the product of fully informed, adequately prepared and arms-length negotiations by competent counsel with experience in class action litigation. *Newberg* § 11.41, at 1188.

Appointed Counsel here have long and extensive experience in handling class action *ERISA* cases and other complex litigation. They have successfully prosecuted, and defended, dozens of class actions in state and federal courts throughout the nation, including many of the significant cases in this rapidly developing area of *ERISA* law. Lead Counsel Keller Rohrback L.L.P. pioneered this area of the law and is a National leader in this type of litigation. It has served or is serving as Lead Counsel for the classes in numerous *ERISA* class action cases, including *In re WorldCom ERISA Litigation*, *In re Enron Corporation Securities & ERISA Litigations*, *In re Global Crossing, Ltd. ERISA Litigation*, *In re HealthSouth ERISA Litigation*, *In re Household ERISA Litigation* and *Reinhart v. Lucent Technologies Inc.* Associate Counsel Cohen, Milstein, Hausfeld & Toll currently serves as Co-Lead Counsel with Keller Rohrback in *In Re Merck & Co., Inc. Securities, Derivative & “ERISA” Litigation* and served with Keller Rohrback as Co-Lead Counsel in *In re Dynegy ERISA Litigation* and *Zhu v. Fujitsu Group 401(k) Plan et al.* Cohen Milstein also currently serves as a member of the Executive Committee in the *Marsh Marsh & McLennan Companies ERISA Litigation*. The head of Cohen Milstein’s *ERISA* practice group, Marc I. Machiz, served for twelve years as the Department of Labor’s chief *ERISA* lawyer with responsibility for all enforcement litigation brought by the Secretary of Labor under *ERISA*, and all legal advice provided to the Secretary under the statute. Liaison Counsel Norman Wohlgemuth Chandler & Dowdell has extensive experience with complex litigation and litigation involving contracts for the delivery of power, generating capacity, oil and gas.

Appointed Counsel are in a strong position to evaluate the strengths and weaknesses of their

case. The issues in the present case are very well-developed and *Appointed Counsel* have carefully researched the relevant law, have a very good understanding of the issues involved, as well as the facts, and are in an ideal position to evaluate the merits of their case. Based upon their experience and knowledge, *Appointed Counsel* believe that the *Settlement* achieved here is fair, reasonable, and in the best interests of the *Class*. *Appointed Counsel's* opinion that the *Settlement* is fair should weigh heavily in favor of preliminary approval.

IV. THE PROPOSED NOTICE TO THE CLASS SATISFIES RULE 23 AND DUE PROCESS REQUIREMENTS

The *Parties* have agreed upon proposed forms of *Class Notice*, attached as Exhibits A and B to the proposed *Preliminary Approval Order*, which is Exhibit 1 to the *Settlement Agreement*. The purpose of the *Class Notice* is to fulfill the requirements of due process by informing members of the *Class* of the *Settlement* and their opportunity to appear and be heard at the *Fairness Hearing*.

To satisfy due process, notice to the *Class* must be “reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Notice should also provide a “very general description[] of the proposed settlement.” *Weinberger v. Kendrick*, 698 F.2d 61, 70 (2d Cir. 1982). The proposed form of *Class Notice* describes in plain English the terms and operation of the *Settlement Agreement*, the considerations that caused *Appointed Counsel* to conclude that the *Settlement* is fair and adequate, the maximum counsel fees and *Named Plaintiffs' compensation* that may be sought, the procedure for objecting to the *Settlement*, and the date and place of the *Fairness Hearing*. With the *Court's* approval, the *Class Notice* will be mailed to each *Class* member, no later than 40 days prior to the

Fairness Hearing, and will also be published on a website established by *Appointed Counsel*. In addition, a summary notice will be published in The Tulsa World and The Houston Chronicle. These proposed forms of notice will fairly apprise *Class* members of the *Settlement* and their options with respect thereto, and full satisfy due process requirements.³

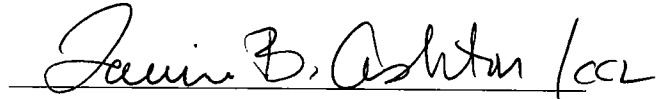
V. CONCLUSION

For the foregoing reasons, *Named Plaintiffs* respectfully request that the *Court* grant their motion and (i) enter the *Preliminary Approval Order*, attached as Exhibit 1 to the *Settlement Agreement*, which provides for notice to the *Class* as described herein, and (ii) set a *Fairness Hearing* for November 16, 2005, the *Court's* calendar permitting, along with deadlines of (a) October 25, 2005 for *Named Plaintiffs* to file and post their motion for award of attorneys' fees and expenses and *Named Plaintiffs* compensation; and (b) November 11, 2005 for *Named Plaintiffs* to file their motion for final approval of the proposed *Settlement*, and motion for approval of *Plan of Allocation*.

³ *Appointed Counsel* propose Garden City Group, Inc. ("Garden City") as the noticing company in this *Settlement*. The Keller Rohrback firm has successfully retained Garden City, an unaffiliated, third-party notice firm, in the past as the notice firm in other major class action settlements, and found the company to be economical, responsive, thorough and reliable. There are in excess of 19,000 *Class* members in this *Action*. Garden City's estimated fee for noticing services in this *Action* is \$60,320.46, which includes costs for mail notice, publication notice, phone inquiry responses, email inquiry responses, return mail follow-up and management services for all of the foregoing. *Appointed Counsel* request approval of this expense, plus a margin of 10% for necessary unbudgeted expenses and excess services, to the extent actually incurred by Garden City, from the *Settlement Fund*, pursuant to Section 8.1 of the *Settlement Agreement*. Approval of this expenditure is contained in the form of *Preliminary Approval Order*, attached as Exhibit 1 to the *Settlement Agreement*.

DATED this 27th day of September, 2005

Respectfully submitted,

A handwritten signature in cursive script that reads "Laurie B. Ashton" followed by a horizontal line and the initials "lca".

Lynn Lincoln Sarko
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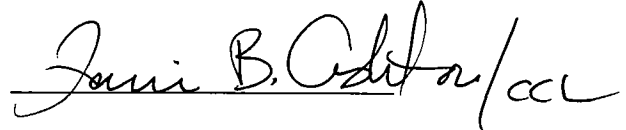
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Class Liaison Counsel

CERTIFICATE OF SERVICE

I hereby certify that on this date I filed electronically the foregoing Named Plaintiffs' Unopposed Motion for an Order Preliminarily Approving Settlement, and Setting a Date and Time for the Fairness Hearing with the Clerk of the Court, United States District Court for the Northern District of Oklahoma, using the CM/ECF system. Counsel of record on the attached Master Service List are being served via email transmission or regular U. S. mail.

September 27, 2005

A handwritten signature in cursive script that reads "Laurie B. Ashton" followed by a horizontal line and the letters "cc".

Laurie B. Ashton

MASTER SERVICE LIST FOR DEFENDANTS
WMB SUBCLASS, WCG SUBCLASS AND ERISA LITIGATION

COUNSEL FOR WCG DEFENDANTS THE WILLIAMS COMPANIES, INC. AND KEITH BAILEY; FOR WMB DEFENDANTS THE WILLIAMS COMPANIES, AND WMB DIRECTOR DEFENDANTS BAILEY, MALCOLM, MCCARTHY, BELITZ, AND HOBBS	
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COUNSEL FOR WMB WILLIAMS OUTSIDE DIRECTOR DEFENDANTS COX, HOWELL, LEWIS, MEINIG, LILLIS, PARKER, WILLIAMS, CRUIKSHANK, CHAPMAN, GREEN, MACINNIS, STONEY, AND LORCH

Vance L. Beagles, Esq.
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