

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI

**NOTICE OF PENDENCY OF PROPOSED SETTLEMENTS,  
FAIRNESS HEARING, AND RIGHT TO APPEAR**

**IMPORTANT INFORMATION – READ CAREFULLY AND DO NOT DISCARD**

**If you purchased or exchanged a Filled Propane Exchange Tank directly from Ferrellgas (d/b/a Blue Rhino) or AmeriGas for resale during the time periods set forth below, you could get money from lawsuit settlements with Ferrellgas and/or AmeriGas. Please note that the settlement does not apply to purchases or exchanges of propane tanks at retail stores.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

**This Notice describes two settlements with the Ferrellgas and AmeriGas (collectively, “Defendants”) and how you may be eligible to get money from those settlements or exclude yourself from them.**

**BACKGROUND**

- The class action lawsuit *In re Pre-Filled Propane Tank Antitrust Litigation*, MDL No. 2567, 14-02567-MD-W-GAF, alleges that defendants Ferrellgas Partners, L.P. and Ferrellgas, L.P. also d/b/a Blue Rhino (collectively “Ferrellgas”) and AmeriGas Partners, L.P., AmeriGas Propane L.P., AmeriGas Propane, Inc., and UGI Corporation (collectively, “AmeriGas”) violated federal antitrust laws by conspiring to inflate the prices of Filled Propane Exchange Tanks by agreeing to reduce the fill levels of their Filled Propane Exchange Tanks and to allocate customers and markets between themselves. Defendants deny that they violated any antitrust law or engaged in any wrongdoing, and contend that their individual fill level reductions, which occurred in 2008, were lawful steps taken by each company to avoid price increases to customers, driven by escalating costs for propane, diesel, and steel.
- Ferrellgas has settled for \$6,250,000 (the “Ferrellgas Settlement”), and AmeriGas has settled for \$6,312,500 (the “AmeriGas Settlement”). The Honorable Judge Gary A. Fenner has preliminarily approved these settlements (the “Settlements”). If you purchased or exchanged a previously purchased Filled Propane Exchange Tank for resale, between July 21, 2008 and January 9, 2015, directly from *any* of the Defendants listed above, you have a right to participate in the Settlements, and you may be entitled to compensation under the Settlements. Please note that the Settlements do not apply to purchases or exchanges of propane tanks at retail stores, such as for home use.
- If the Settlements are finally approved by the Court, then all Defendants in this lawsuit will have settled, and **this class action lawsuit will be terminated without further recovery.**
- This is not a lawsuit against you. Your participation in this lawsuit or acceptance of money from the Settlements will not affect your resale of Filled Propane Exchange Tanks in any way.
- **The purpose of this Notice is to advise you of your rights with respect to the Settlements.** Please read it carefully. **This Notice explains your legal rights and options – and the deadlines to exercise them.** Your legal rights will be affected whether you act or don’t act, and you have choices to make now.

## Summary of Notice for Settlement Class Members

- You are a Settlement Class Member and are included in the Settlements if you fall within the following definition:

All entities in the United States who purchased for resale Filled Propane Exchange Tanks directly from Ferrellgas or AmeriGas, or paid to exchange a previously purchased Filled Propane Exchange Tanks directly with Ferrellgas or AmeriGas, between July 21, 2008 and January 9, 2015.

- To be a Settlement Class Member, you must have purchased or exchanged a Filled Propane Exchange Tank directly from Ferrellgas or AmeriGas for resale purposes **and** must have done so between July 21, 2008 and January 9, 2015 (the “Settlement Class Period”). You are receiving this notice because Defendants’ records indicate that you purchased Filled Propane Exchange Tanks directly from Ferrellgas, AmeriGas, or both during the Settlement Class Period.
- If you are not sure whether you are a Settlement Class Member or if you have any questions about the Settlements, please contact the Notice and Claims Administrator, JND Legal Administration, at [NUMBER] or visit the following website: [WEBSITE].
- The Court overseeing this lawsuit has not yet finally approved the Settlements. Payment will be made if the Court finally approves the Settlements and orders that the Settlement Funds be distributed. Please be patient.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AS A SETTLEMENT CLASS MEMBER AND OPTIONS WITH RESPECT TO THE SETTLING DEFENDANTS</b>	
<b>TAKE NO ACTION</b>	<b>You will receive a payment from the Settlements if you are a Settlement Class Member and do not opt out of the Settlements.</b> You will receive money from the Settlements when the funds are distributed and in doing so you will waive any rights to pursue a lawsuit of your own against Ferrellgas and AmeriGas arising from or relating to the alleged conduct described above.
<b>OPT OUT OF THE SETTLEMENTS</b>	This is the only way you can file your own lawsuit or ever be part of any other lawsuit against Ferrellgas or AmeriGas arising from or related to the alleged conduct described above. As described in Question 20, below, if you opt out of the Settlements, <b>you will receive no payment from the Settlements.</b>
<b>OBJECT TO OR COMMENT ON THE SETTLEMENTS</b>	<b>Following the instructions in Question 21, you can write to the Court about why you like or do not like the Settlements.</b> You may also ask to speak to the Court about your written comments or objections about the fairness of the Settlements at the “Fairness Hearing” on <b>DATE/TIME</b> , although you do not have to do so. Any comment on the Settlement(s) or request to speak at the Fairness Hearing <b>must be postmarked by no later than [DATE]</b> . Any objection must be signed, and must include a summary of any other objections you or your attorney filed on your behalf to any class action settlements submitted to any court in the United States in the previous five (5) years.
<b>GO TO THE COURT’S FAIRNESS HEARING ABOUT THE SETTLEMENTS</b>	If you would like, you can ask to speak in Court about the fairness of the Settlement(s) if you follow the instructions in Question 21 of this Notice. You do not need to speak to the Court to receive benefits under the Settlements.

- If the Settlements with Ferrellgas and AmeriGas are finally approved by the Court, all Defendants will have settled and **this class action lawsuit will be terminated without further recovery.**

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**Detailed Information**

The above bullet points provide summary information regarding your rights and options with respect to the Settlements with Ferrellgas and AmeriGas. The remainder of this Notice is designed to provide you with more information to help you evaluate your rights and options, and answer any questions that you may have.

# **INFORMATION FOR SETTLEMENT CLASS MEMBERS**

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

You have received this Notice because Defendants' records show you may have purchased for resale purposes Filled Propane Exchange Tanks directly from Ferrellgas or AmeriGas, or paid to exchange a previously purchased Filled Propane Exchange Tank directly with Ferrellgas or AmeriGas, between July 21, 2008 and January 9, 2015.

### **The Court sent you this Notice for the following reason:**

**Settlement Class Members have the right to know about the proposed Settlements of this class action lawsuit with Ferrellgas and AmeriGas, and about their legal rights and options, before the Court holds a "Fairness Hearing" to decide whether to grant final approval of those Settlements.**

This Notice explains the lawsuit, the Settlements, and your legal rights. It also explains what benefits from the Settlements will be available, who is eligible for them, and how to obtain them. If the Court finally approves the Settlements and orders that the Settlement Fund(s) be distributed, a Notice and Claims Administrator appointed by the Court will make the payments that the Settlements allow.

The Court has preliminarily approved the Settlements. If you are a Settlement Class Member, you have legal rights and options that you may exercise before the Court considers whether it will grant final approval of the proposed Settlements at the "Fairness Hearing." The Court will hold the Fairness Hearing on **[DATE/TIME/LOCATION]** to decide whether the proposed Settlements are fair and reasonable, and provide adequate relief to the members of the Settlement Class. The date and time for the Fairness Hearing rarely change, but please check **[WEBSITE]** or the District Court's website for updated information.

If you wish to comment on or object to the Settlements, or to opt out of the Settlements, you must do so following the procedures described below. If you are a Settlement Class Member and do nothing, you will receive money from the Settlements and you will be bound by any final judgment.

## **2. What is this lawsuit about?**

The lawsuit claims that Defendants conspired to inflate the prices of Filled Propane Exchange Tanks by agreeing to reduce the fill levels of their Filled Propane Exchange Tanks and by agreeing to allocate customers and markets between themselves. Each of the Defendants denies the allegations and denies that it violated any laws or engaged in any wrongdoing. Ferrellgas and AmeriGas have entered into separate Settlement Agreements with Plaintiffs. To obtain more information about the claims in this lawsuit, you can view the complaint and other court documents in this case at **[WEBSITE]**.

## **3. What is a class action, and who is involved?**

In a class action lawsuit, one or more persons called "Named Plaintiffs" or "Class Representatives" sue on behalf of other people who have similar claims. The people with similar claims together are a "Class" and are called "Class Members." A class action settlement resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. The Court appointed Named Plaintiffs Morgan Larson LLC, John Auto Electric, Inc., Speed Stop 32, Inc., and Yocum Oil Company, Inc. as the Direct-Purchaser Plaintiff Class Representatives in this case.

## **4. Why is there a Settlement with Ferrellgas, and with AmeriGas?**

The Court has not found in favor of any party, including Plaintiffs, Ferrellgas, or AmeriGas. Plaintiffs and Ferrellgas, and Plaintiffs and AmeriGas, have agreed to separate Settlement Agreements, which, if

approved, will bring the claims of Settlement Class Members against Ferrellgas and against AmeriGas to an end. Settling the case avoids the uncertainty of continuing the case between them and the cost of further litigation, and Settlement Class Members will get the benefits of the Settlements. The Class Representatives and Class Counsel support the Settlements and believe they are in the best interests of the Settlement Class.

**5. Do these Settlements end the case?**

Yes, as to the claims of Settlement Class Members. On September 23, 2019, Plaintiffs and Ferrellgas entered into a settlement agreement, which fully resolves the Settlement Class Members' claims against Ferrellgas (as described in Question 16). Then on October 2, 2019, Plaintiffs and AmeriGas entered into a settlement agreement which fully resolves the Settlement Class Members' claims against AmeriGas (as described in Question 16). Because all Defendants have now settled, these Settlements completely resolve the case, as discussed in Question 6.

**6. Is the lawsuit continuing?**

No, as to the claims of Settlement Class Members. Ferrellgas and AmeriGas have separately agreed to settle this case. Because all of the Defendants have now agreed to settle this case, no non-settling defendants remain, and this case will be terminated following final approval of the Settlements. More money will not become available in the future for Settlement Class Members as a result of additional settlements with and/or a trial against any non-settling defendants because none remain. If these settlements are finally approved by the Court, the jury trial currently scheduled to begin on October 11, 2021, before Judge Fenner, at the United States District Court for the Western District of Missouri, Western Division will be cancelled, and this action will be terminated.

**7. Am I a Settlement Class Member?**

Entities who purchased or exchanged Filled Propane Exchange Tanks directly from Defendants for resale purposes during certain time periods may be Settlement Class Members and eligible to receive compensation from the Settlements when the funds are distributed, if they meet the following settlement class definition:

All entities in the United States who purchased for resale Filled Propane Exchange Tanks directly from Ferrellgas or AmeriGas, or paid to exchange a previously purchased Filled Propane Exchange Tank directly with Ferrellgas or AmeriGas, between July 21, 2008 and January 9, 2015.

To be in the Settlement Class and participate in the Settlements, you must have purchased or exchanged a Filled Propane Exchange Tank directly from Ferrellgas or AmeriGas for resale and must have done so between July 21, 2008 and January 9, 2015 (the "Settlement Class Period").

**8. What if I still don't know if I'm a Class Member?**

If you received this Notice, it is because you were listed as a potential Settlement Class Member. If you are still not sure whether you are included, you can get help at [WEBSITE] or by contacting the Notice and Claims Administrator, JND Legal Administration, at [NUMBER].

**9. Does it make a difference whether I purchased or exchanged filled Propane Exchange Tanks directly from Ferrellgas, on the one hand, or directly from AmeriGas, on the other hand?**

As long as you fall within the definition of the Settlement Class in Question 7 above, you can participate in the Settlements, regardless from which Defendant you purchased or exchanged Filled Propane Exchange Tanks, or whether you have purchased or exchanged Filled Propane Exchange Tanks directly from more than one Defendant. All direct-purchaser customers of Ferrellgas and AmeriGas who fall within the definition of the

Settlement Class in Question 7 are all Settlement Class Members and are all entitled to receive a payment under these Settlements.

**10. What are my rights as a Settlement Class Member?**

If you are a Settlement Class Member, you have the right to (1) do nothing, in which case you will receive a payment (see Question 26), (2) comment on or object to the Settlements (see Question 23), (3) opt out of the Settlements (see Question 20), or (4) attend the Court's Fairness Hearing to speak in support of or against the Court's final approval of the Settlements (see Question 24).

***THE SETTLEMENT BENEFITS***

**11. What does the Ferrellgas Settlement provide?**

Ferrellgas will pay \$6,250,000 into a Settlement Fund. After deducting attorneys' fees, costs, applicable taxes, and other fees and expenses (see Question 19), the Settlement Fund will be distributed to Settlement Class Members. In the event monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court, Plaintiffs may ask the Court for an order disposing of all such funds, through additional distributions to eligible Settlement Class Members if economically feasible, and if not, to an appropriate third party charitable institution or antitrust education institution. A notice will be posted on the settlement website providing details and a chance for Settlement Class Members to be heard in connection with any proposed distribution or donation of any residual funds.

As a Settlement Class Member, you are giving up, or "releasing," any claims that you may have against Ferrellgas and the Released Parties (as explained in more detail in Question 16 below, this includes Ferrellgas affiliates, agents, employees, officers, directors, and representatives) in exchange for the right to receive your share of the Ferrellgas Settlement Fund. That release includes any claims made or that could have been made against Ferrellgas and the Released Parties arising from or relating to the facts, activities or circumstances alleged in this lawsuit. The release is described in more detail in the Ferrellgas Settlement Agreement and in Question 16 below. You can view or download a copy of the Ferrellgas Settlement Agreement at [WEBSITE].

**12. What does the AmeriGas Settlement provide?**

AmeriGas will pay \$6,312,500 into a Settlement Fund. After deducting attorneys' fees, costs, applicable taxes, and other fees and expenses (see Question 19), the Settlement Fund will be distributed to Settlement Class Members. In the event monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court, Plaintiffs will ask the Court for an order disposing of all such funds, through additional distributions to eligible Settlement Class Members if economically feasible, and if not, to an appropriate third party charitable institution or antitrust education institution. A notice will be posted on the settlement website providing details and a chance for Settlement Class Members to be heard in connection with any proposed distribution or donation of any residual funds.

As a Settlement Class Member, you are giving up, or "releasing," any claims that you may have against AmeriGas and the Released Parties (as explained in more detail in Question 16 below, this includes AmeriGas affiliates, agents, employees, officers, directors, and representatives) in exchange for the right to receive your share of the AmeriGas Settlement Fund. That release includes any claims made or that could have been made against AmeriGas and the Released Parties arising from the facts, activities or circumstances alleged in this lawsuit. The release is described in more detail in the AmeriGas Settlement Agreement and in Question 16 below. You can view or download a copy of the AmeriGas Settlement Agreement at [WEBSITE].

**13. How much money can I get from the Settlements?**

Settlement Class Members who do not opt out of the Settlements will be eligible to receive a share of the Settlement Funds, after reductions for attorneys' fees, legal costs, administration costs, and incentive payments to the class representatives. For each Settlement Fund (that is, the Ferrellgas Settlement Fund and the AmeriGas Settlement Fund), payments will be calculated by the claims administrator based on a formula using Defendants' total sales amounts during the Settlement Class Period to all Settlement Class Members, as reflected in Defendants' sales records. If you purchased or exchanged Filled Propane Tanks directly from both Ferrellgas and AmeriGas for resale during the Settlement Class Period, you will receive compensation for purchases made from both Defendants, so long as you do not opt out of the Settlements.

Each Settlement Class Member's share of the Settlement Fund is a fraction, with the Settlement Class Member's total purchases from Ferrellgas or AmeriGas for Filled Propane Exchange Tanks during the Settlement Class Period as the numerator, and the total purchases from Ferrellgas or AmeriGas for Filled Propane Exchange Tanks by all Settlement Class Members during the Settlement Class Period as the denominator:

*(Settlement Class Member's individual purchases from Ferrellgas or AmeriGas for Filled Propane Exchange Tanks during the Class Period)*

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*(Total purchases by all Settlement Class Members from Ferrellgas or AmeriGas for Filled Propane Exchange Tanks during the Class Period)*

Each Settlement Class Member's fractional amount shall be multiplied against the Settlement Fund, after reductions for attorneys' fees, legal costs, administration costs, and incentive payments to the class representatives. The total amounts paid and dates of purchases will be conclusively derived by the claims administrator from Defendants' data maintained by their financial, IT and/or sales departments and will not be subject to challenge by Settlement Class Members. Payments to Settlement Class Members shall not be made until the Effective Date has passed and all objections, collateral challenges or appeals relating to the Settlement(s) have been fully and finally resolved. The proposed Plan of Allocation is available for review at [WEBSITE], and will be presented for approval by the Court at the Fairness Hearing (see Question 24).

***RECEIVING MONEY FROM THE SETTLEMENTS***

**14. How can I get money from the Settlements?**

You do not need to do anything to receive money from the Settlements. If you fall within the definition of the Settlement Class set forth above, and do not opt out of the Settlements, you will receive money from the Settlements. If you exclude yourself from the Settlements, you will not receive money from the Settlements.

**15. When will I get my payments?**

The Court will hold a Fairness Hearing on [DATE/TIME] to decide whether to approve the Settlements. If the Court approves the Settlements, there still may be appeals of that decision. If an appeal is filed, it is hard to estimate how long it might take for it to be resolved, but it can take significant time, possibly more than a year. Settlement payments to Settlement Class Members will be distributed if the Settlements are approved, and after appeals, if any, are resolved. Updates regarding the Settlements and when payments may be made will be posted on the settlement website, [WEBSITE]

## **16. What am I giving up to get payments under the Settlements?**

If you are a Settlement Class Member, and you do not opt out, you are giving up the right to sue, continue to sue, or be part of any other lawsuit against Ferrellgas, AmeriGas, or any of their respective Released Parties defined below (including without limitation their respective affiliates, agents, employees, officers, directors, and representatives) about the alleged conduct described above and in the release language set forth immediately below. It also means that all of the Court's orders will apply to you and legally bind you, and that you agree to the following "Release of Claims," which describes exactly the legal claims that you give up if you participate in these Settlements with respect to the Settling Defendants:

### ***Ferrellgas Release***

*[The Releasers do hereby release, acquit, and forever discharge the Releasees, and each of them, from and against any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Releasers, or any of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, claims, causes of action, injuries, damages, and the consequences thereof in any way based on, arising out of, or relating to any conduct, act, or omission, up to the date of the execution of this Agreement, that is alleged in Plaintiffs' Consolidated Amended Complaint ("the Complaint") or that could have been alleged in the Complaint or in any other class action complaint filed in the Action (the "Released Claims"). For purposes of clarity, and without limitation of the foregoing, Releasers are releasing the Releasees from any claims, liability or damages that relate to or arise out of conduct by Ferrellgas with respect to the sales of Filled Propane Exchange Tanks up to the date of the execution of this Agreement. Releasers also recognize and agree that the Releasees' continued sales of Filled Propane Exchange Tanks at 15 pounds of propane does not form the basis for any future claims or liability.]*

### ***AmeriGas Release***

*[The Releasers do hereby release, acquit, and forever discharge the Releasees, and each of them, from and against any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Releasers, or any of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, claims, causes of action, injuries, damages, and the consequences thereof in any way based on, arising out of, or relating to any conduct, act, or omission, up to the date of the execution of this Agreement, that is alleged in Plaintiffs' Consolidated Amended Complaint ("the Complaint") or that could have been alleged in the Complaint or in any other class action complaint filed in the Action (the "Released Claims"). For purposes of clarity, and without limitation of the foregoing, Releasers are releasing the Releasees from any claims, liability or damages that relate to or arise out of conduct by Ferrellgas with respect to the sales of Filled Propane Exchange Tanks up to the date of the execution of this Agreement. Releasers also recognize and agree that the Releasees' continued sales of Filled Propane Exchange Tanks at 15 pounds of propane does not form the basis for any future claims or liability.]*



**THE LAWYERS REPRESENTING YOU AS A CLASS MEMBER**

**17. Who represents me as a Settlement Class Member in this case?**

The Court appointed the following three law firms as Class Counsel to represent the Settlement Class:

<b>Kit Pierson</b> COHEN MILSTEIN SELLERS & TOLL P.L.L.C. 1100 New York Ave. NW, Suite 500 Washington, DC 20005 email@cohenmilstein.com [phone number]	<b>Laddie Montague</b> BERGER & MONTAGUE, P.C. 1818 Market Street, Suite 3600 Philadelphia, PA 19103 email@bm.net [phone number]	<b>Steve Susman</b> SUSMAN GODFREY L.L.P. 1000 Louisiana Street, Suite 5100 Houston, TX 77002 email@susmangodfrey.com [phone number]	<b>Richard F. Lombardo</b> SHAFFER LOMBARDO SHURRIN, P.C. 2001 Wyandotte Kansas City, MO 64108 email@sls-law.com [phone number]
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These lawyers and law firms are called “Class Counsel.”

**18. Should I get my own lawyer?**

You do not need to hire your own lawyer because the Class Counsel are working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

**19. How will the lawyers be paid?**

Class Counsel may ask the Court to approve payment from the Settlement Funds for attorneys’ fees, which will not exceed 33 percent of the Settlement Funds. Class Counsel will not receive any portion of their fees until the Court approves such a payment. Class Counsel will also ask the Court to approve payment from the Settlement Funds for their out-of-pocket costs and expenses.

In connection with the Settlements, Class Counsel will also ask the Court to approve payments of up to \$15,000 to each of the four individual Class Representatives as Service Awards for their service in prosecuting this case and helping to achieve the Settlements.

The costs of providing this Notice and administering the Settlements are being paid from the Settlement Funds. If the Court grants Class Counsel’s requests, all fees, costs, and expenses would be deducted from the Settlement Funds.

**20. How do I opt out of the Settlements?**

If you fall within the Settlement Class Definition but don’t want a payment from the Settlements, or if you want to keep the right to sue or continue to sue Ferrellgas or AmeriGas about the issues in this case (at your own expense), then you must opt out of the Settlements.

To opt out of the Settlements, you must send a letter or written request to the Notice and Claims Administrator at the address below saying that you want to opt out of the Settlements in ***In re: Pre-Filled Propane Antitrust Litigation***, with your full legal name and the name(s) of the Defendant company or companies (i.e., Ferrellgas or AmeriGas) from whom you directly purchased or exchanged Filled Propane Exchange Tanks during the Settlement Class period. You must also sign your request..

To opt out of the Settlements, you must submit your opt out request letter postmarked no later than [DATE] (or received by the Notice and Claims Administrator by that date if sent by fax or e-mail) to the following address:

Pre-Filled Propane Exchange Tank Antitrust Litigation  
c/o JND Legal Administration  
[ADDRESS]  
info@[WEBSITE]  
Fax: [NUMBER]

You cannot opt out by telephone.

If you request to opt out of the Settlements, you will not be legally bound by the Settlements, and you will be able to sue Ferrellgas and AmeriGas in the future about the claims in this case.

If you ask to opt out of the Settlements, you will not receive payment from the Settlements, and you will not be able to object to the Settlements.

**21. As a Settlement Class Member, if I don't opt out of the Settlements, can I sue the Settling Defendants for the same thing separately by myself?**

No. If you are a Settlement Class Member, unless you opt out of the Settlements, you give up the right to sue Ferrellgas, AmeriGas, and the Released Parties for any claim that the Settlements resolve as more fully described in Question 16 above.

If you have a pending lawsuit against Ferrellgas or AmeriGas, or any related entities, or against any Released Parties defined above, speak to your lawyer in that lawsuit immediately, because you may need to opt out of the Settlements to continue your own lawsuit. The process for opting out of the Settlements is described in the preceding sections.

**22. As a Settlement Class Member, if I opt out of the Settlements, can I get money from the Settlements?**

If you opt out of the Settlements, you will not receive money from the Settlements. You will keep the right to sue Ferrellgas and AmeriGas on your own about the same claims in the lawsuit should you want to do so.

***COMMENTING ON OR OBJECTING TO THE SETTLEMENTS***

**23. How do I tell the Court that I like or don't like the proposed Settlements, and may I speak at the hearing?**

If you are a Settlement Class Member, you can comment on or object to the Settlements if you like or don't like any part of the Settlements. You can give reasons why you think the Court should or should not approve the Settlements. You cannot ask the Court to order a larger settlement. If the Court denies approval of either Settlement, no settlement payments will be sent out with respect to that Settlement and the lawsuit will continue against that defendant.

All comments and objections must be in writing, signed, and must include the following:

(a) your name, address, telephone number, email address and signature;

(b) the case name and number (*In re Pre-Filled Propane Tank Antitrust Litigation*, MDL No. 2567, Master Case Number 14-02567-MD-W-GAF),

- (c) the identity of the Settlement(s) to which you are objecting (Ferrellgas or AmeriGas, or both);
- (d) a summary of any other objections you or an attorney on your behalf filed to any class action settlements submitted to any court in the United States in the previous five years; and
- (e) a detailed statement of your comments or objections, including the grounds for your objections, if any, together with any supporting documents.

All comments and objections must be submitted by mail to the Notice and Claims Administrator at the address listed in Question 28. Comments or objections must be filed or postmarked on or before **[DATE]**.

You do not need to attend or speak at the Fairness Hearing (described in Question 24 below) for your comments or objections to be considered. If you would like to speak at the Fairness Hearing about your comments or objections to the Settlement(s), please add to your letter a statement that you intend to appear and speak at the hearing, for example, by stating “This is my Notice of Intention to Appear at the Fairness Hearing for *In re Pre-Filled Propane Tank Antitrust Litigation*.”

IF YOU CHOOSE TO OPT OUT OF THE SETTLEMENTS, YOU WILL HAVE NO RIGHT TO SPEAK AT THE HEARING ABOUT THE SETTLEMENTS OR OBJECT TO THEM, BECAUSE THE SETTLEMENTS WILL NO LONGER AFFECT YOUR RIGHTS.

### ***THE COURT’S FAIRNESS HEARING***

#### **24. When and where will the Court decide whether to approve the Settlements?**

The Court will hold a Fairness Hearing at [DATE/TIME] at the following courtroom:

The Honorable Gary A. Fenner  
Courtroom 8A  
The United States District Court for the Western District of Missouri, Western Division  
Charles Evans Whittaker U.S. Courthouse  
400 E. 9th Street  
Kansas City, MO 64106

At this hearing, the Court will consider the Settlements and determine whether they are fair, reasonable, and adequate. If there are timely written comments or objections, the Court will consider them. If you have filed a timely request to be heard at the hearing, you or your attorney will be allowed to speak at the hearing. The Court will also decide how much to award to Class Counsel in attorneys’ fees and expenses and whether to approve the payment of Service Awards to the Class Representatives. At or after the hearing, the Court will decide whether to approve the Settlements.

Fairness Hearings are rarely rescheduled, but you should be sure to check the website, [WEBSITE], for news of any such changes.

#### **25. Do I have to come to the Fairness Hearing?**

No. Class Counsel will be present at the Fairness Hearing to answer any questions the Court may have. You are welcome to come at your own expense, so long as you have submitted a timely request to appear at the hearing. If you send comments or objections to the Settlements, you don’t have to come to Court to talk about it. As long as you mailed your written comments or objections on time, the Court will consider them. You may also pay your own lawyer to attend, but it is not required.

## ***IF YOU TAKE NO ACTION***

### **26. What happens if I do nothing at all in response to this Notice?**

If you are a Settlement Class Member and you do nothing, you will receive money from the Settlements, calculated as described above in Question 13. In exchange for receiving money from the Settlements, you will give up or “release” your claims against Ferrellgas and AmeriGas and the Released Parties in this lawsuit. You will not be able to participate in, or collect money damages from, any other lawsuit against Ferrellgas or AmeriGas or the Released Parties related to any alleged conspiracy by Defendants to inflate the prices of Filled Propane Exchange Tanks by agreeing, during the Settlement Class Period, to reduce the fill levels in their Filled Propane Exchange Tanks and by allocating customers and markets between themselves. (See Question 16 for the exact definition of the claims you are giving up.)

## ***YOUR PRIVACY***

### **27. Who will know whether or how I responded to this Notice?**

The Court has appointed an independent, experienced professional Notice and Claims Administrator, [NAME]. The Notice and Claims Administrator will establish and follow procedures to protect the confidentiality of the identity of persons receiving payments or opting out. The Notice and Claims Administrator will issue settlement checks. The list of those Settlement Class Members receiving checks will be generated based on Defendants’ records and will not be shared with the Court or Class Counsel.

The Notice and Claims Administrator will also receive requests to opt out of the Settlements and any comments and objections to the Settlements. The Notice and Claims Administrator will share requests to opt out of the Settlements, any comments and objections to the Settlements, and any requests to be heard at the Fairness Hearing with Class Counsel and counsel for the Defendants, as well as with the Court. Objections to the Settlements, as well as the names of those who opt out of the Settlements, will become part of the public record in the court file.

## ***GETTING MORE INFORMATION***

### **28. Are more details about the Settlements and the lawsuit available?**

Yes. This notice summarizes the proposed Settlements. For the precise terms and conditions of the Settlements, please see the Settlement Agreements available at [WEBSITE]. For all of the documents filed with the Court in the lawsuit, you can also access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.mowd.uscourts.gov>.

If you have additional questions, please contact the Notice and Claims Administrator:

JND Legal Administration  
Pre-Filled Propane Exchange Tank Lawsuit  
[ADDRESS]  
[NUMBER]  
info@[WEBSITE]

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENTS OR THE CLAIMS PROCESS.**