

**COMMONWEALTH OF KENTUCKY  
2<sup>nd</sup> JUDICIAL CIRCUIT - DIVISION II  
MCCRACKEN COUNTY**

**SANDRA BANKS, as Executrix of the Estate of )  
FAYE PURCELL, CAROLYN SEAY, )  
and RICHARD SEAY, individually, and )  
on behalf of the class of similarly situated )  
consumers they seek to represent, )**

**Plaintiffs,**

vs.

**UNITED PROPANE GAS, INC. and )  
its subsidiaries and affiliates, )**

**Defendants.**

**Case No. 14-CI-00729**

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**NOTICE OF PENDING CLASS ACTION SETTLEMENT**

To: All residential customers who purchased a 2013-2014 “PRE-PURCHASE ‘PREBUY KEEPFULL’ GAS SUPPLY AGREEMENT” that was intended to cover the fall and winter of 2013-2014 for personal, family, or household purposes from any of the following propane gas suppliers:

Western Kentucky Gas

STC, Inc.

Carroll County Propane

Stewart County Propane

Henry County Propane

Small Bootheel Propane

South Illinois Propane

Ken-Tenn Propane

Price-Ballard Propane

Graves County Propane

Obion County Propane

Lake Region Propane

Little River Propane

River Region Propane

Gasper River Propane

Green River Propane

Cumberland River Propane

Saline Valley Propane

Mammoth Propane

Midway Propane

Quality Propane

Trinity Propane

Plateau Propane  
Southern Propane  
Heartland Propane  
Lakeway Propane  
Highland Rim Propane  
Economy Propone  
Volunteer Propane  
Reliable Propane  
Eastern Illinois Propane  
Big 3 Propane  
Ala-Tenn Propane  
Tennessee Valley Propane  
Tri-County Propane  
Tellico Propane  
South Kentucky Propane  
Pickwick Propane  
Calloway County Propane  
Eastern Kentucky Propane  
Ocoee River Propane  
Sureflame Propane  
Hot Mama's Propane  
Golden Propane  
Bear Creek Propane  
Sand Mountain Propane  
Ridge Propane  
Tri-State Propane  
Chandler Mountain Propane  
Tombigbee Propane  
Natchez Trace Propane  
Pearl River Propane  
Delta Propane  
Alga Propane  
Eastern Carolina Propane-Wilson  
Eastern Carolina Propane-Greenville  
Southern Alabama Propane  
South Indiana Propane  
Pennyrile Propane  
Moenergy Propane-Unionville  
Moenergy Propane-Purdin  
Midwest Propane-Trenton  
Central Alabama Propane  
Midwest Propane-Princeton  
Northern Kentucky Propane, Gas  
Pea River Propane  
Chariton River Propane  
Spencer Mountain Propane  
Center Hill Propane  
Central Kentucky Propane  
Central Tennessee Propane  
Superflame Propane  
United Propane Gas, Inc.

**Each of these suppliers named above is an affiliate of United Propane Gas, Inc.**

*A state court has authorized this notice. This is not a solicitation from a lawyer.*

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY**

**YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN  
MCCRACKEN CIRCUIT COURT.**

This Notice is being provided pursuant to Rule 23 of the Kentucky Rules of Civil Procedure and an order of the McCracken Circuit Court (“the Court”) to inform you of a pending class action settlement (“the Case”). The Court has granted preliminary approval to this class action settlement.

1. The “Settlement Class” consists of:

All residential customers who purchased a 2013-2014 “PRE-PURCHASE ‘PREBUY KEEPFULL’ GAS SUPPLY AGREEMENT” from United Propane Gas, Inc., or any of its affiliates (collectively referred to as “UPG”) that was intended to cover the fall and winter of 2013-2014.

All Settlement Class members are eligible to receive cash or credit, with the exception of (a) any Class member who received payment through the case styled *Andy Beshear v. United Propane Gas, Inc., et al.*, 14-CI-00120, which was filed in Franklin Circuit Court in Franklin County, Kentucky; (b) any Class member who received a delivery from UPG of at least fifty (50) gallons of propane at their prebuy contract rate between January 20, 2014 and January 27, 2014; (c) any Class member who had already purchased and received all of their contracted for prebuy propane from UPG on or before January 27, 2014; and (d) any Class member who (i) ordered contracted for prebuy propane before January 27, 2014; (ii) received the propane during the suspension period (January 27 to February 13, 2014) or (iii) ordered the propane during the suspension period but received the propane after the suspension period and (iv) were charged the current market rate for it rather than the prebuy contract rate; but (v) had his or her account credited for this gas on or before June 15, 2014, with the difference between the market rate and the prebuy contract rate.

2. This Notice is directed to Class members. If you are a Class member, your rights will be affected by this settlement. If you are not a Class member, this Notice does not apply to you. If you are uncertain whether you are a Class member, contact Class Counsel listed below, or your own attorney.
3. This Notice is not an admission of any wrongdoing by UPG. It is also not the Court expressing an opinion about the merits of the Case. This Notice is solely to advise you of a pending settlement and how it may affect your rights. UPG has denied

liability in the Case and will contend they have no liability should the Settlement not be approved.

### **OVERVIEW AND STATUS OF THE CASE**

4. The Case was filed in McCracken Circuit Court in McCracken County, Kentucky, pursuant to the prebuy contract clause requiring any dispute to be filed in that forum, on August 27, 2014 and has been litigated continuously since that time. The Plaintiffs allege that UPG violated KRS § 367 by suspending deliveries of pre-purchased propane gas during the 2013-2014 winter.
5. UPG denies any wrongdoing, that it owes any money, or that they injured or damaged any Class member in any way.
6. A two-day mediation was held on June 21 and 22, 2018. UPG agreed to resolve the claims in the Case. The Settlement Benefits are fully set out hereinbelow.
7. On August 9, 2018, the Court gave preliminary approval to the negotiated settlement. The Court appointed John S. Friend, Robert W. “Joe” Bishop, Tyler Z. Korus, Frank H. Tomlinson, and Michael Pitman as counsel to the Class. (“Class Counsel”).

### **YOUR RIGHTS AS A CLASS MEMBER**

8. A class action is a type of lawsuit in which one or several people pursue claims on behalf of all other people who are similarly-situated. The goal is to obtain money or benefits for everyone in the entire group. Class actions avoid the need for every member of the class to file their own lawsuit to get money or benefits.
9. If you are a Class member in the Case, you have the right to decide if you want to remain a Class member for purposes of this settlement. If you want to be a Class member, you do not have to do anything at this time. If you would like to be excluded, you must request exclusion in accordance with the procedure described in paragraph 10, below. Your decision is important for the following reasons:
  - a. **If you choose to remain a Class member for this settlement,** you will be bound by the settlement. You will be eligible to receive the cash or credit as described below if you fill out a claim form and meet the eligibility requirements of the Class. Class Counsel have agreed to represent Class members on a contingent basis, meaning that you will not be personally responsible for Class Counsel’s attorneys’ fees or costs. Class Counsel’s fees are going to be awarded separately by the Court.

- b. **If you choose to be excluded from this settlement,** you will not be bound by the settlement. However, you will not have any right to receive money obtained as a result of the settlement. You will retain the right to individually pursue any legal rights you may have against UPG with respect to claims asserted in the Case.

### **SETTLEMENT BENEFITS**

- 10. Under the settlement, two types of Class members are eligible for either a credit or cash, depending on whether you are a current or former customer. If you have maintained an account with UPG within the past three (3) years, you will be considered a current customer.
  - a. Eligible Class members, who paid current market rate for propane from October 1, 2013 through March 31, 2014 (“prebuy period”) and do not fit within any exceptions set forth in the definition of the class, above, will be eligible for either a \$150.00 credit if such Class member is still a customer of UPG, or \$150.00 cash if such Class member is no longer a customer of UPG.
  - b. Eligible Class members who requested/ordered prebuy propane from UPG during the prebuy period but were denied such propane and do not fit within any exceptions set forth in the definition of the class, above, will be eligible for either a \$75.00 credit if such Class member is still a customer of UPG, or \$75.00 cash if such Class member is no longer a customer of UPG.

### **HOW TO BE EXCLUDED FROM THIS CLASS**

- 11. If you wish to be excluded from the Class, you must send a letter by first-class mail including all of the following information: (1) your name; (2) your mailing address; and (3) the statement “I want to be excluded from the Purcell, et al v. United Propane Gas case.” The letter must be signed by the person requesting exclusion. You must mail your request, received no later than **October 10, 2018**, to:

Settlement Administrator  
UPG Litigation  
c/o JND Legal Administration  
P.O. Box 91344  
Seattle, WA 98111

You cannot exclude yourself from the Class by telephone or by e-mail. A request for exclusion will not be effective unless it contains all the information called for by this paragraph and is received by the date stated above.

12. If you do not request exclusion from the Class, you will be bound by the settlement if the settlement receives final approval by the Court.

**CLASS COUNSEL**

13. As a member of the Class, you will be represented by Class Counsel, who are:

John S. Friend  
Robert W. "Joe" Bishop  
Tyler Z. Korus  
Bishop Korus Friend, PSC  
6520 Glenridge Park Place  
Suite 6  
Louisville, Kentucky 40222

Frank H. Tomlinson  
Tomlinson Law, LLC  
2100 First Avenue North,  
Suite 600  
Birmingham, Alabama 35203

Michael M. Pitman  
Haverstock, Bell & Pitman  
211 S. 12th Street  
Murray, Kentucky 42071

14. As stated above, unless you decide to retain your own personal lawyer, you will not have to directly pay any costs related to this settlement. All fees, costs, and expenses are going to be paid directly by UPG in an amount approved by the Court.

**PLEASE KEEP YOUR ADDRESS CURRENT**

To help keep an accurate list of Class members, please mail notice of any changes in your address to:

Settlement Administrator  
UPG Litigation  
c/o JND Legal Administration  
P.O. Box 91344  
Seattle, WA 98111

**WHERE CAN YOU FIND ADDITION INFORMATION?**

15. Additional information and documents, including copies of the Complaint and the full settlement agreement, are available online at [www.GasSettlement.com](http://www.GasSettlement.com). If you have additional questions you may contact Class Counsel as listed above.

**PLEASE DO NOT WRITE OR CALL THE COURT**