

# If you received a royalty payment from Dominion for a West Virginia gas well since June 22, 1996, you could get a payment from a class action settlement.

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

- A settlement has been reached with Dominion Resources Services, Inc., Dominion Transmission, Inc., Dominion Exploration & Production, Inc., and Dominion Appalachian Development, LLC (“Dominion”) about royalty payments on oil and gas leases in West Virginia.
- The lawsuit claims that Dominion failed to pay an appropriate royalty for their leases. It also claims that Dominion improperly deducted post-production expenses from royalty payments (including costs, charges, or gas retained for transportation, gathering, dehydration, compression, extraction, processing, fuel, shrink, line loss, free gas or other related expenses).
- The settlement will pay money to those who submit valid claims, as well as fees and litigation costs for the lawyers approved by the Court, plus certain costs of the settlement administration.
- **Your legal rights are affected whether you act, or do not act. Read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	Wait for a payment if you qualify. Get a claim form automatically, as soon as March 2009, if you received this notice in the mail. Give up your rights to sue Dominion about the legal claims in this case.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to sue Dominion separately over the claims resolved by this settlement.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, payments will be distributed to those who qualify. Please be patient.

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QUESTIONS? CALL 1-866-475-7755 TOLL FREE, OR VISIT [WWW.DOMINIONCLASS.COM](http://WWW.DOMINIONCLASS.COM)

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. If the settlement is ultimately approved, payments will be given to everyone who submitted a valid claim form. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Joseph R. Goodwin of the United States District Court for the Southern District of West Virginia is overseeing this class action. The case is known as *Jones v. Dominion Transmission, Inc.*, No. 2:06-cv-00671. The people who sued are called the “Plaintiffs,” and the companies that they sued are together called “Dominion” or the “Defendants.”

### 2. Why is this a class action?

In a class action, one or more individuals called “Class Representatives” (in this case, Gary and Shirley Jones, H. Dotson Cather, and McDowell Pocahontas Coal Company, Inc.) sue on behalf of those that have similar claims. All of these individuals are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from the class.

### 3. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Dominion. However, as with any litigation, outcomes are uncertain and trials are very expensive. As such, both sides agreed to settle this case to avoid the cost and risk of trial. The settlement does not mean that any law was broken or that Dominion did anything wrong. Dominion denies all legal claims in this case. The Class Representatives and their lawyers think the settlement is best for all Class Members. As with many types of litigation, there may be various methods to calculate and distribute settlement proceeds (some of which may result in different settlement amounts to each party).

### 4. Why is the settlement based on a percentage instead of a lump sum?

Unlike many cases, each Class Member’s settlement is unique in that the royalty is based on several factors, including: (a) the volume from your well or wells; (b) the price per unit of gas applicable at the time; and (c) the percentage ownership that you may own in your wells. Consequently, since there are several thousand royalty owners, each Class Member’s Settlement Payment will be different. Therefore, the parties negotiated a settlement based upon the percentage of possible recovery over the settlement period as explained below (see Question 15). From this each Class Member may better determine the merit of the settlement for himself or herself.

## WHO IS IN THE SETTLEMENT

To see if you will be affected by this settlement or if you will get money from the settlement, you first have to determine if you are a Class Member.

## 5. How do I know if I am part of the settlement?

The Class includes anyone who has or had an oil and gas lease on lands lying within West Virginia, and who have or had oil, gas or other hydrocarbon production under that lease and have received or are due royalty payments after June 22, 1996, from Dominion Transmission, Inc., Dominion Exploration & Production, Inc., Dominion Appalachian Development, LLC, or their predecessors or successors.

There are two different groups or subclasses included in the settlement: the One-Eighth Subclass and the Flat Rate Subclass (see Questions 7 and 8 below).

## 6. How do I know which Subclass I am in?

If you received this Notice in the mail you can find out what Subclass you are in by looking at the envelope it was mailed in. If you did not receive a Notice in the mail you can call 1-866-475-7755 with any questions.

## 7. What are One-Eighth Leases and Wells?

They include leases where Dominion pays a royalty based on a percentage of the revenue or value from sales of the production from a natural gas well. They include wells located on flat rate leases where Dominion pays a one-eighth royalty for the well.

## 8. What are Flat Rate Leases and Wells?

They include leases where Dominion pays a flat rate royalty that is not based on a percentage of the revenue or value from sales of the production from a natural gas well.

## 9. What if my well was a One-Eighth Well and a Flat Rate Well at different times?

The well is included in the One-Eighth Subclass for the period during which it was a One-Eighth Well and in the Flat Rate Subclass for the period during which it was a Flat Rate Well.

## 10. How do I know if my lease is included?

Your Dominion oil or gas lease is included if:

- Your lease was on lands in West Virginia;
- Oil, gas or other hydrocarbons were produced on the land under the lease after June 22, 1996;
- You received or are due royalty payments from this lease; and
- You received or are due royalty payments from (a) Dominion Transmission, Inc. (formerly known as CNG Transmission, Inc.), (b) Dominion Exploration & Production, Inc. (formerly known as CNG Producing Company), (c) Dominion Appalachian Development, LLC., or their predecessors.

## 11. Are storage wells included?

No. Dominion storage wells are not included in the lawsuit or in this settlement.

## 12. Are there exceptions to being included?

Yes. The settlement does not include (a) lessors due royalties for wells drilled or acquired by Dominion after May 31, 2006; (b) wells for which Dominion pays a royalty based upon a fixed price per unit of natural gas produced; (c) wells where Dominion does not pay a royalty; (d) wells under lease where the deduction of

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post-production expenses is expressly permitted by provisions in the lease, storage wells; and (e) overriding royalty interests (*i.e.*, royalty interest carved out of a working interest created by an oil and gas lessee).

### 13. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are in the Class, or have any other questions about the settlement, call the toll-free number, 1-866-475-7755, email [administrator@DominionClass.com](mailto:administrator@DominionClass.com) or visit [www.DominionClass.com](http://www.DominionClass.com). You also may write with questions to Dominion Settlement, PO Box 2024, Charleston, WV 25328.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 14. What does the settlement provide?

A Settlement Fund will be established by Dominion. After deducting court-approved attorneys' fees, litigation costs, and administrative costs, the Settlement Payments will be distributed to eligible Class Members (see Question 15). Dominion will also pay certain costs to administer the settlement. More details on the settlement are available in the [Settlement Agreement](#) which is posted at [www.DominionClass.com](http://www.DominionClass.com).

### 15. What can I get from the settlement?

The amount of your "Settlement Payment" will be based on the type and duration of your lease, according to a formula. The formula takes into consideration the difference between the average monthly price of gas sold on Dominion Transmission's pipeline ("DTI Pipeline") and your monthly royalty payment. The formula will be multiplied by a certain percentage that is based on the type of your lease.

- One-Eighth Subclass Members have two options:
  - Option A - if you agree to a lease modification that changes the way your future royalty payments are determined, your Settlement Payment will be calculated using 155%\*;
  - Option B - if you do not agree to modify your lease or you no longer have a One-Eighth Lease, your Settlement Payment will be calculated using 120%\*.
- Flat Rate Subclass Members' Settlement Payments will be calculated using 50%\*.

\*The attorneys' fees and litigation costs will be deducted from this amount. The attorneys' fees and litigation costs will be determined by the Court; however, as part of the Settlement Agreement, the law firms representing the Class have agreed to request not more than 25% of the Settlement Fund for their attorneys' fees plus their costs of this litigation. A portion of any Court-approved attorneys' fees and litigation costs will be deducted from each Class Member's Settlement Payment.

Your payment will be determined for you at a later date. The following payment formulas are provided to help you understand the value of the settlement, which may help you decide on your legal rights. Examples of [Settlement Payment calculations](#) are available at [www.DominionClass.com](http://www.DominionClass.com) or by calling 1-866-475-7755.

### ONE-EIGHTH LEASE PAYMENT FORMULA

Class Members with One-Eighth Leases and Wells have two different options:

**Option A (Lease Modification)** – (THIS OPTION REQUIRES YOU TO AGREE TO A LEASE MODIFICATION AS EXPLAINED IN QUESTION 19) One-Eighth Subclass Members who currently own a One-Eighth Lease and who agree to the Lease Modification, are eligible to receive a Settlement Payment based upon:

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- (a) their share which is equal to **155%** of the difference between a royalty based upon one-eighth of the DTI Monthly Index Price (see Question 17), and the rate on which royalties were paid for monthly volumes during the period of June 1996 through May 2006,
- (b) plus 9% simple annual interest,
- (c) less attorneys' fees and costs.

**Option B** – One-Eighth Subclass Members who owned a One-Eighth Lease and those who currently own a One-Eighth Lease but who do not elect the Lease Modification are eligible to receive a Settlement Payment based upon:

- (a) their share which is equal to **120%** of the difference between a royalty based upon one-eighth of the DTI Monthly Index Price and the rate on which royalties were paid for monthly volumes during the period of June 1996 through May 2006,
- (b) plus 9% simple annual interest,
- (c) less attorneys' fees and costs.

Notes: If your lease includes a royalty percentage greater than or less than one-eighth, the calculation referenced above will use the actual percentage. Additionally, your share of any One-Eighth Lease will be determined by the proportionate share of interest you own and your length of ownership.

## **FLAT RATE LEASE PAYMENT FORMULA**

Flat Rate Subclass Members are eligible to receive a Settlement Payment based upon their share which is equal to 50% of the difference between a royalty based upon one-eighth of the DTI Monthly Index Price for monthly volumes and the actual monthly royalty payment during the period of June 1999 through May 2006, plus 9% simple annual interest, less Court-approved attorneys' fees and costs.

Notes: Your share of any Flat Rate Lease will be determined by the proportionate share of interest you own and your length of ownership.

### **16. What is the effect on your rights if you accept the flat rate settlement?**

This settlement does not convert your Flat Rate Lease to a One-Eighth Lease. If you remain in the settlement and do not exclude yourself, you will be agreeing to Dominion's intention to continue paying flat rate royalties from June 2006 forward. Dominion may convert such Flat Rate Leases to One-Eighth Leases if, in the future, new legislation or a final court order (that can no longer be appealed) voids Flat Rate Leases or requires payment of one-eighth royalties for these leases.

If this conversion happens Flat Rate Subclass Members, who do not exclude themselves, will not be able to terminate their Flat Rate Leases, after the date of any final decision. However, you will still be able to bring an action to convert your Flat Rate Lease to a One-Eighth Lease, in the future.

### **17. What is the DTI Index and where can I find it?**

The DTI Index is the average first of the month price for gas sold on Dominions' pipeline and is available in *Inside FERC's Gas Market Report*.

### **18. Will my lease be affected by the settlement?**

No. Unless you elect to modify your current One-Eighth Lease, your lease will not be affected (see Question 19).

## 19. What is the lease modification?

Current owners of One-Eighth Leases can elect to agree to a lease modification in order to get a larger payment under Option A above (see Question 15). The lease modification changes the One-Eighth Lease royalty calculation to provide for future royalty payments based upon a sales price equal to 90% of the DTI Index for gas volumes sold by DTI. The royalty will be calculated based upon one-eighth of this set price for gas volumes sold by Dominion. The lease modification allows Dominion to continue its current practice of allocating volumes based upon its primary measurement facility. On some wells, Dominion's primary measurement facility is downstream from the wellhead. Where this occurs, the volume measured downstream may be less than the measurement taken at the wellhead. Dominion's records reflect that its experience over a ten-year period indicates that on average the difference between volume measured downstream and volume measured at the wellhead is approximately 2% to 3%. In addition, Dominion will continue to pay royalties based upon the British Thermal Unit ("Btu") content or energy value of the natural gas. One-Eighth Class Members who qualify for and elect Settlement Option A are entitled to a settlement percentage of 155% less attorneys' fees and litigation costs instead of 120% less attorneys' fees and litigation costs (see Questions 15 and 31).

Note: Depending upon the production potential of your well, how volume calculations are determined or other factors, a lease modification may be a good choice for some Class Members, but not for others. To determine whether to accept Option A or Option B, you may wish to consult an individual knowledgeable in oil and gas production such as a petroleum engineer.

## 20. What if I did not own my lease for the entire time from June 1996?

In some instances, the leases have former and current owners. Your Settlement Payment is based upon your number of months of ownership between June 1996 and the date of final settlement approval (the "Compensation Period"). For example, a Class Member who owned the lease for half of the Compensation Period is entitled to receive half of the Settlement Payment for the well.

## 21. What if I share ownership in my lease?

In many instances, Class Members share ownership of their lease with others. Your Settlement Payment is based upon your percentage ownership of the lease.

## 22. What time periods are used for calculating the Settlement Fund?

(a) For One-Eighth Subclass Members:

The total time period for calculating the Settlement Fund is from June 1, 1996 to May 31, 2006. If you do not exclude yourself from the settlement (see Question 28) you will be releasing Dominion for any and all claims. This includes the period from June 1, 2006 to the date the Court grants final approval to the settlement. Dominion represents that effective with the June 2006 production, it adjusted royalty payments where applicable to comply with the decision of the West Virginia Supreme Court of Appeals in *Tawney v. Columbia Natural Resources*. That decision held that lessees cannot deduct gathering and processing costs absent specific language in the lease.

(b) For Flat Rate Subclass Members:

The total time period for calculating the Settlement Fund is from June 1, 1999 to May 31, 2006. This time period represents a compromise between the Plaintiffs and Dominion which allows the settlement to compensate Flat Rate Subclass Members. If you do not exclude yourself from the settlement (see Question

28) you will be releasing Dominion for any and all claims. This includes the period from June 1, 2006 to the date the Court grants final approval to the settlement.

## THE CLAIMS PROCESS

### 23. How can I get a payment?

You don't have to do anything now. If the settlement receives final Court approval, Class Members who receive this notice in the mail will get a notice and claim form in the mail automatically. That notice and claim form will tell you how much you are eligible to receive from the settlement. If you don't get a notice and claim form in the mail automatically, but you think you qualify for a payment, call 1-866-475-7755 toll free to register your name and address with the claims administrator, email [administrator@DominionClass.com](mailto:administrator@DominionClass.com) or visit [www.DominionClass.com](http://www.DominionClass.com).

### 24. When would I get my payment?

The Court has scheduled a hearing on **January 21, 2009**, in Charleston, West Virginia, to decide whether to approve the settlement. If Judge Goodwin approves the settlement at that time or some time after that, there may be appeals. It is always uncertain how these issues will be resolved, and resolving them can take time. Please be patient. If Judge Goodwin approves the settlement, and it becomes final, a claims process will begin as described in Question 23, and claim forms will be sent approximately two to three months after the Court grants final approval to the settlement.

### 25. What if I disagree with the amount of my payment?

There is a process in the settlement to resolve disagreements over the amount of your payment. You will get further details in the letter you receive about your eligibility and the amount of your payment. However, unless you exclude yourself from the settlement, you cannot bring a separate lawsuit concerning this matter except as described in Question 28.

### 26. What am I giving up as part of the settlement?

If the settlement becomes final, Class Members who do not exclude themselves from the settlement (see Question 28) will not be able to sue Dominion regarding any of the claims described in section VI(A)(2) of the [Settlement Agreement](#) which is available at [www.DominionClass.com](http://www.DominionClass.com). This means that you will be releasing Dominion and all related people and entities from claims for improper royalty payments, improper deductions, improper measurement, improper accounting for natural gas liquids, improper sales prices, breach of lease agreements, breach of fiduciary duty, fraud, violation of the West Virginia Consumer Credit and Protection Act, violation of the West Virginia flat rate royalty statute and punitive damages for failure to pay proper royalty. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 30 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

**If you have a Flat Rate Well please see Question 16 for additional information on the effect this settlement may have on your rights.**

**QUESTIONS? CALL 1-866-475-7755 TOLL FREE, OR VISIT [WWW.DOMINIONCLASS.COM](http://WWW.DOMINIONCLASS.COM)**

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed settlement and you want the right to sue Dominion about the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from — or sometimes called “opting out” of — the Class.

### 27. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you may not apply for any benefits under the proposed settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against Dominion in the future. You will not be bound by anything that happens in this lawsuit.

### 28. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Dominion for the claims that the settlement resolves. Otherwise, you must exclude yourself from this Class to start your own lawsuit or be part of any different lawsuit relating to these claims. If you choose to exclude yourself, you should seek the advice of a lawyer, at your own expense, as statute of limitations rules (rules which affect how many years of damages you can seek) will affect your claim for damages.

### 29. How do I get out of the settlement?

To exclude yourself from the proposed settlement, you must send a letter or other written document by mail saying that you want to be excluded from *Jones v. Dominion Transmission, Inc.*, No. 2:06-CV-00671. Be sure to include your full name, address, signature, and date. You must mail your request for exclusion to the address listed below so that it is received by **November 1, 2008**:

Dominion Exclusions  
Civil Action No. 2:06-cv-00671  
PO Box 2546  
Charleston, WV 25329

You cannot ask to be excluded on the phone, by email, or at the website.

## THE LAWYERS REPRESENTING YOU

### 30. Do I have a lawyer in the case?

Yes. The Court has appointed Marvin W. Masters, The Masters Law Firm, LC, of Charleston, West Virginia; Michael W. Carey, Carey, Scott & Douglas, PLLC, of Charleston, West Virginia; Thomas W. Pettit, Thomas W. Pettit, L.C., of Barboursville, West Virginia; Scott S. Segal, The Segal Law Firm, of Charleston, West Virginia; and David J. Romano, Romano Law Office, of Clarksburg, West Virginia as “Class Counsel” to represent you and other Class Members. You will not be charged separately for these lawyers’ services. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

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### 31. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees of up to 25% of the Settlement Fund, plus the costs of litigation which would be deducted from the Settlement Payments before distributing the rest to Class Members. The Court may award more or less than the requested amount. Please note that the attorneys' fees and litigation costs are deducted proportionately from each Class Member's Settlement Payment (see Question 15, including formulas).

## OBJECTING TO THE SETTLEMENT

### 32. How do I tell the Court that I do not like the settlement?

You can object to the settlement if you do not like some part of it. The Court will consider your views. To do so, you must send in a written objection in the case, *Jones v. Dominion Transmission, Inc.*, No. 2:06-CV-00671. Be sure to include your full name, address, telephone number, your signature, the specific reasons why you object to the settlement, and any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of your objection. The objection must be mailed to the three addresses listed below with a postmark no later than **November 1, 2008**. Note: You may mail it to the Court, but it must be received by the Court by that date:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of Court/Dominion Objections Civil Action No. 2:06-cv-00671 PO Box 2546 Charleston, WV 25329	Marvin W. Masters The Masters Law Firm, LC 181 Summers Street Charleston, WV 25301	W. Henry Lawrence Steptoe & Johnson PLLC Chase Tower – Sixth Floor PO Box 2190 Clarksburg, WV 26302-2190

### 33. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, then you cannot object to the settlement because the case no longer affects you, and you will not be eligible to apply for any benefits under the settlement.

## THE COURT'S FAIRNESS HEARING

### 34. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on Wednesday **January 21, 2009**, at the United States District Court for the Southern District of West Virginia, United States Courthouse, 300 Virginia Street E., Charleston, WV 25301. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court also will consider Class Counsel's request for attorneys' fees and costs of litigation. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the proposed settlement and how much to award to Class Counsel as fees and costs.

The Fairness Hearing may be moved to a different date without additional notice, so it is recommended that you periodically check [www.DominionClass.com](http://www.DominionClass.com) for updated information.

### 35. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is not necessary.

### 36. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear" at the Fairness Hearing in *Jones v. Dominion Transmission, Inc.*, No. 2:06-CV-00671. Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be received no later than **November 15, 2008** and be sent to the three addresses listed in Question 32.

## IF YOU DO NOTHING

### 37. What happens if I do nothing at all?

If you received this notice in the mail, a claim form will be mailed to you automatically approximately two to three months after the Court grants final approval to the settlement. And, remember by doing nothing (i.e., not excluding yourself as described above), you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Dominion about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 38. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the [Settlement Agreement](#). You can get a copy of the Settlement Agreement at [www.DominionClass.com](http://www.DominionClass.com). If you think you are qualified but you did not receive this notice automatically in the mail, and you therefore do not receive the claims notice later, call 1-866-475-7755. You may also write to: Dominion Settlement, PO Box 2024, Charleston, WV 25328.