

**RAILROAD COMMISSION OF TEXAS
HEARINGS DIVISION**

RATE COMPLAINTS AGAINST	§	
WILLIAMS MLP OPERATING LLC,	§	
AND MOCKINGBIRD MIDSTREAM	§	GAS UTILITIES DOCKET NO. 10856
GAS SERVICES, LLC,	§	
SEVERED FROM GUD NO. 10606	§	

AGREED ORDER OF DISMISSAL WITHOUT PREJUDICE

As reflected by the signatures of their counsel, below, Complainants CNOOC Energy USA, LLC (“CNOOC”), Jamestown Resources, LLC, Larchmont Resources, LLC, and Pelican Energy, LLC (collectively, “Complainants”) and Respondents Williams MLP Operating, LLC and Mockingbird Midstream Gas Services, LLC (together, “Williams”) have requested that the Administrative Law Judge dismiss without prejudice all of Complainants’ claims in this docket. Further, it is AGREED by CNOOC and Williams that:

- (1) CNOOC filed discrimination and rate claims in 2017 under multiple statutes and Railroad Commission rules related to Williams’ natural gas gathering service to Chesapeake in the Eagle Ford area and Williams’ response to CNOOC’s alleged request for a gas gathering rate. Williams denies all of CNOOC’s claims;
- (2) The Railroad Commission severed CNOOC’s claims into Gas Utility Docket numbers 10606 and 10856;
- (3) After a hearing, the Railroad Commission resolved GUD No. 10606, CNOOC has appealed the final order in that docket, and the appeal is pending;
- (4) In this docket, CNOOC filed an amended rate complaint on or about November 15, 2019, and Williams filed a motion to dismiss that amended rate complaint on or about December 18, 2019. Between December 2019 and today, action in this docket has been abated; and
- (5) CNOOC and Williams agree that, after this docket is dismissed, CNOOC may re-file its rate case in the Railroad Commission that includes all or any portion of the claims that exist in its pleadings in GUD No. 10856 as of April 30, 2023. For all purposes, the Parties respective claims, defenses and rights in a refiled rate case will remain and may be pursued in such refiled case as if the rate case filed in 2017 had not been dismissed. To the extent CNOOC could permissibly amend its Complaint in the present docket, that right is preserved, as is Williams’ right to challenge such amendment on any ground available to it (with the exception that Williams will not assert that any such dismissal and refiling operates to bar such amendment). Williams retains all defenses and challenges to CNOOC’s claims and to the power of the Railroad Commission to hear the claims and

grant the requested relief by CNOOC (with the exception that Williams will not assert that that any such dismissal and refiling operates to limit CNOOC's rights or create new defenses). It is the controlling intention of this agreement that this agreed order neither enlarge nor restrict either party's rights, claims or defenses. The Parties consent to the granting of relief, should relief be warranted, by the Railroad Commission consistent with this agreement.

(6) This agreement effects a standstill of the parties' present rights and not the creation of new rights, defenses, or claims. By entering into this agreed order, CNOOC and Williams do not intend and shall not be construed to waive any rights they have against one another except as expressly set forth in this order. This standstill is effective upon the date the agreed order is signed and shall continue until 180 days after any final order, not subject to appeal, reconsideration, or the like, resolving any appeals from GUD No. 10606.

The Railroad Commission takes notice of the agreement set forth above and, in accordance with the parties' request:

ORDERS, ADJUDGES, and DECREES that all claims, causes of action, and requested relief that have been asserted or that could have been validly asserted in this docket by Complainants against Williams, all as more fully described in the pleadings on file, be and are hereby DISMISSED WITHOUT PREJUDICE, subject to the terms of the agreement of the Parties as set forth above.

It is further ORDERED that Complainants and Williams will bear their own respective costs.

This Order disposes of all remaining causes of actions in this docket.

Signed on May 22, 2023.



DANA AVANT LEWIS
DIRECTOR, HEARINGS DIVISION

AGREED AND ENTRY REQUESTED BY:

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