



**GRANTED**

Exhibit A

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE EL PASO CORPORATION  
SHAREHOLDER LITIGATION

CONSOLIDATED  
C.A. No. 6949-CS

**SCHEDULING ORDER**

WHEREAS, Delaware Co-Lead Plaintiffs, on behalf of themselves and the other members of the Class (defined below), Defendants, and non-party El Paso have determined to settle all claims asserted against Defendants in the above-captioned consolidated action (the “Consolidated Action”) with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated September 7, 2012 (the “Stipulation”), which provides for, among other things, the full and final resolution, dismissal, discharge and settlement with prejudice of (i) each and every one of the Released Plaintiff Claims against each and every one of the Released Defendant Persons and (ii) each and every one of the Released Defendant Claims against each and every one of the Released Plaintiff Persons, subject to the approval of this Court; and

WHEREAS, the Stipulation and the exhibits thereto have been filed with the Court and the Parties have made an application, pursuant to Court of Chancery Rule 23, for entry of this Scheduling Order preliminarily certifying the Class solely for purposes of the Settlement, allowing notice to the Class Members as more fully described herein, and scheduling a hearing to consider the proposed Settlement; and

WHEREAS, the Court has considered the Parties’ application for entry of this Scheduling Order; and

WHEREAS, all Parties have consented to the entry of this Scheduling Order; and

WHEREAS, this Order hereby incorporates by reference the definitions in the Stipulation, and unless otherwise indicated herein, the capitalized words and terms used herein shall have the same meaning as they have in the Stipulation (certain of which are repeated herein for ease of reference only),

**IT IS HEREBY ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2012, that:

1. **Class Certification for Settlement Purposes** – For purposes of the Settlement only, and preliminarily for purposes of this Order, the Consolidated Action shall be maintained and proceed as a class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) on behalf of the following class (the “Class”): all Persons who held El Paso Corporation common stock at any time during the period beginning on August 30, 2011 through and including May 25, 2012 (the “Class Period”) (including, without limitation, the Texas Plaintiffs and the New York Plaintiff), and each of their transferees, successors and assigns. Excluded from the Class are the following: (a) (i) the Individual Defendants and each member of their Immediate Families; (ii) El Paso (including El Paso Corporation) and the Kinder Morgan Defendants, their respective parents, subsidiaries, and affiliates, as well as each Person who served as a Section 16 Officer, director, partner or member of El Paso (including El Paso Corporation) or any of the Kinder Morgan Defendants during the Class Period and each member of their Immediate Families; (iii) the Goldman Defendants and Morgan Stanley and their respective parents, subsidiaries, and affiliates (including, without limitation, the GS Entities), as well as each Person who served as a Section 16 Officer, director (including managing directors), partner or member of any of the Goldman Defendants or Morgan Stanley during the Class Period and each member of their Immediate Families; and (iv) any Person in which any Defendant or El Paso (including El Paso Corporation) has or had a Controlling Interest (the Persons identified herein in (a)(i) through

(a)(iv) are collectively, the “Excluded Parties”), provided, however, that any Investment Vehicle other than the GS Entities shall not be deemed an Excluded Party; and (b) each of the Excluded Parties’ respective legal representatives, heirs, beneficiaries, successors or assigns (together, with the Excluded Parties, the “Excluded Persons”).

2. For purposes of the Settlement only, and preliminarily for purposes of this Order, the Court appoints Delaware Co-Lead Plaintiffs as Class Representatives and Delaware Co-Lead Counsel as Class Counsel.

3. If final approval of the Settlement is not granted by the Court, the preliminary certification of the Consolidated Action as a class action (as well as the appointment of Class Representatives and Class Counsel) shall be automatically vacated.

4. **Settlement Hearing** – A hearing (the “Settlement Hearing”) shall be held on \_\_\_\_\_, 2012, at \_\_\_\_\_.m. in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class and should be approved by the Court; (b) to determine whether the preliminary class certification described in this Order should be made final; (c) to determine whether the Court should enter a Final Order and Judgment (“Judgment”) substantially in the form attached as Exhibit B to the Stipulation; (d) to hear the application by Delaware Co-Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation Expenses; and (e) to consider and rule on any such other matters as the Court may deem appropriate.

5. The Court reserves the right: (a) to adjourn the Settlement Hearing without further notice of any kind to the Class other than by oral announcement at the Settlement Hearing; and

(b) to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties and without further notice to the Class.

6. **Retention of Claims Administration and Manner of Notice** – Delaware Co-Lead Counsel is hereby authorized to retain the firm of The Garden City Group, Inc. (a/k/a GCG) (“Claims Administrator”) to supervise and administer the notice procedures as well as the processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall be given as follows:

(a) No later than ten (10) business days after the entry of this Order (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the Claim Form, substantially in the form attached hereto as Exhibits 1 and 2, respectively (the “Notice Packet”), to be mailed by first-class mail to potential Class Members at the addresses set forth in the records of El Paso (as successor in interest to El Paso Corporation) and/or their transfer agent(s), or who otherwise may be identified through further reasonable effort;

(b) No later than ten (10) business days after the Notice Date (the “Publication Notice Date”), the Claims Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit 3, to be published once in *Investor’s Business Daily* and to be transmitted once over the *PR Newswire*;

(c) No later than ten (10) business days after the entry of this Order, the Claims Administrator shall post a copy of the Notice and the Claim Form on the website established for the Settlement;

(d) No later than five (5) calendar days prior to the date of the Settlement Hearing, Delaware Co-Lead Counsel shall file with the Court and serve upon Defendants by affidavit or declaration, proof of compliance with the notice procedures directed herein.

7. **Approval of Form and Content of Notice** – The Court: (a) approves, as to form and content, the Notice, the Claim Form and the Summary Notice attached hereto as Exhibits 1, 2 and 3, respectively; and (b) finds that the mailing and distribution of the Notice and the publication of the Summary Notice in the manner set forth in Paragraph 6 of this Order: (i) is the best notice reasonably practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Class Members (including, without limitation, the Texas Plaintiffs and the New York Plaintiff) of the pendency of the Consolidated Action, of the effect of the proposed Settlement (including the releases contained therein), and of their rights to object to the proposed Settlement and appear at the Settlement Hearing; (iii) constitutes due, adequate and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules. The date and time of the Settlement Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively.

8. **Nominee Procedures** – Banks, brokerage firms and other Persons who held El Paso Corporation common stock for the benefit of another Person who is a member of the Class shall (a) within ten (10) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets, forward them to all such beneficial owners; or (b) within ten (10) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator, in which case the Claims Administrator shall promptly mail the Notice Packet to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable

expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund and none of the Released Defendant Persons shall have any obligation or liability in connection with these nominee procedures.

9. **Participation in the Settlement** – Class Members who wish to participate in the Settlement and to be eligible to receive a distribution from the proceeds of the Settlement must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked no later than ninety (90) calendar days after the Notice Date. Notwithstanding the foregoing, Delaware Co-Lead Counsel may, at their discretion, accept for processing late Claims, provided such acceptance does not delay the distribution of the Net Settlement Fund to the Class. By submitting a Claim Form, a Person shall be deemed to have submitted to the jurisdiction of the Court with respect to its/her/his Claim and the subject matter of the Settlement.

10. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the information found in a broker confirmation slip, or such other documentation as is deemed adequate by Delaware Co-Lead Counsel or the Claims Administrator; (c) if the person executing the Claim Form is acting in a representative capacity, a certification of its/her/his current authority to act on behalf of the Class Member must be included in the Claim Form to the satisfaction of Delaware Co-Lead Counsel or the Claims

Administrator; and (d) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

11. Any Class Member that does not timely and validly submit a Claim Form, or whose Claim is rejected or otherwise not approved by the Court (regardless of whether such Person: (a) actually submits a Claim Form, (b) seeks or obtains a distribution from the Net Settlement Fund, or (c) is entitled to receive such a distribution under the plan of allocation approved by the Court) shall be: (i) deemed to have waived its/her/his right to share in the Settlement Fund; (ii) forever be barred from participating in distributions from the Net Settlement Fund; (iii) bound by all of the terms and provisions of the Stipulation and the Settlement and all proceedings, determinations, judgments and orders in the Consolidated Action relating thereto, including without limitation the terms of the Judgment to be entered in the Consolidated Action and the releases provided for therein; and (iv) permanently barred and enjoined from commencing, maintaining, prosecuting or bringing any of the Released Plaintiff Claims against any of the Released Defendant Persons.

12. **Supporting Papers and Objections** – Delaware Co-Lead Counsel shall file and serve papers in support of final approval of the proposed Settlement, the proposed Plan of Allocation, and their application for attorneys’ fees and reimbursement of Litigation Expenses no later than fifteen (15) calendar days prior to the Settlement Hearing. Any objections to the Settlement, Plan of Allocation and/or the fee and Litigation Expense application shall be filed and served no later than ten (10) calendar days prior to the Settlement Hearing. If reply papers are necessary, they are to be filed and served no later than five (5) calendar days prior to the Settlement Hearing.

13. Any Class Member may enter an appearance in the Consolidated Action, at its/her/his own expense, individually or through counsel of its/her/his own choice, by filing with the Register in Chancery and delivering a notice of appearance to both Delaware Co-Lead Counsel and Defendants' Counsel listed in the Notice such that it is received no later than ten (10) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Delaware Co-Lead Counsel, and shall have and be deemed to have waived and forfeited any and all rights it/she/he may otherwise have to appear separately at the Settlement Hearing.

14. Any Class Member may file a written objection to the proposed Settlement, the proposed Plan of Allocation and/or the application by Delaware Co-Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses and appear and show cause, if it/she/he has any cause, why the proposed Settlement, the proposed Plan of Allocation and/or the fee and Litigation Expense application should not be approved; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation and/or the fee and expense application unless that Person has filed a written objection with the Register in Chancery, Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801 and served copies of such objection in the manner provided in the Notice such that it is received no later than ten (10) calendar days prior to the Settlement Hearing on each of the following counsel: Mark Lebovitch, Esq., Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019; Megan D. McIntyre, Esq., Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801; Ira A. Schochet, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; Collins J. Seitz, Jr., Esq., Seitz Ross Aronstam & Moritz LLP,



100 S. West Street, Suite 400, Wilmington, DE 19801; Gregory V. Varallo, Esq., Richards Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801; Donald J. Wolfe, Jr., Esq., Potter Anderson & Corroon LLP, Hercules Plaza – 6th Floor, 1313 Market Street, P.O. Box 951, Wilmington, DE 19899; and Andre G. Bouchard, Esq., Bouchard Margules & Friedlander, P.A., 222 Delaware Avenue, Suite 1400, Wilmington, Delaware 19801.

15. Any objections, filings and other submissions by the objecting Class Member (a) must state the name, address and telephone number of the Person objecting and, if represented, its/her/his counsel, and must be signed by the objector; (b) must contain a written detailed statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (c) demonstrate that the objector is a member of the Class by including documents sufficient to prove that the objector held shares of El Paso Corporation common stock during the Class Period.

16. Any Class Member who fails to comply with any of the above provisions in paragraphs 14 and 15 above, shall: (a) have and be deemed to have waived and forfeited any and all rights it/she/he may otherwise have to object to the Settlement, the Plan of Allocation and/or any award of attorneys' fees and reimbursement of Litigation Expenses to Plaintiffs' Counsel; (b) forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, the Judgment to be entered approving the Settlement, the fairness and reasonableness of the Plan of Allocation, and the attorneys' fees and Litigation Expenses requested and/or awarded, in this or any other proceeding; (c) be bound by all the terms of the Stipulation and by all proceedings, orders and judgments entered by the Court in the

Consolidated Action, including the Judgment; and (d) have and be deemed to have waived its/her/his right to, and otherwise be forever barred from, being heard with respect to any matters concerning the Settlement.

17. None of the Released Defendant Persons shall have any responsibility whatsoever for the Plan of Allocation nor for any application for attorneys' fees and reimbursement of Litigation Expenses submitted by Delaware Co-Lead Counsel. Both such matters will be considered separately from the fairness, reasonableness and adequacy of the Settlement.

18. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in identifying and notifying Class Members as well as in administering the Settlement shall be paid as set forth in the Stipulation.

19. **Taxes** – Delaware Co-Lead Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation. Except as otherwise expressly provided in the Stipulation, the Released Defendant Persons shall have no responsibility whatsoever for, nor any liability whatsoever to any Person in connection with (a) paying any Taxes due; (b) filing elections or other required statements or tax returns (or paying or withholding the costs associated therewith) with respect to any Taxes; and/or (c) any tax liability that a Class Member may incur as a result of the Settlement.

20. **Settlement Fund** – The contents of the Settlement Fund held by Valley National Bank (which the Court approves as the Escrow Agent), shall be deemed and considered to be *in*

*custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Stipulation and/or further order of the Court.

21. **Termination of Settlement** – In the event that the Settlement is terminated pursuant to the terms of the Stipulation or does not become effective: (a) the Settlement and the Stipulation shall be null and void and without prejudice to, or force and effect to or upon, the rights of the participants to the agreement and none of their terms shall be effective or enforceable (except for those provisions contained in ¶¶ 3, 18, 20, 37, 49, 50, 56, and 63 of the Stipulation); (b) the fact and terms of the Settlement shall not be admissible in any trial of the Actions; (c) the participants to the agreement shall be deemed to have reverted to their respective litigation positions in the Actions immediately prior to July 18, 2012; and (d) except as otherwise expressly provided, the participants to the agreement shall proceed in all respects as if the Stipulation and this Scheduling Order had not been entered.

22. **Stay of Litigation** – All proceedings in the Consolidated Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination by the Court of whether the Settlement should be approved, Delaware Co-Lead Plaintiffs and all other members of the Class (including, without limitation, the Texas Plaintiffs and the New York Plaintiff), or any of them, are barred and enjoined from commencing, prosecuting, maintaining, instigating or in any way participating in the commencement or prosecution of any action (including, without limitation, the Texas Action or the New York Action) asserting any of the Released Plaintiff Claims against any of the Released Defendant Persons.

23. **Use of This Order** – Whether or not the Settlement is approved by the Court and whether or not the Settlement is consummated, this Order, the facts and terms of the Settlement

and the Stipulation (including all of its exhibits), as well as all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Settlement:

(a) shall not be described as, construed as, interpreted as, or offered or received against any of the Released Defendant Persons as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Persons as to: (i) the truth of any fact alleged in the Actions; (ii) the validity of any claim that has been or could have been asserted in the Actions or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Actions or in any other litigation; and/or (iv) any liability, breach of fiduciary duty, negligence, fault or wrongdoing on their part;

(b) shall not be described as, construed as, interpreted as or offered or received against Delaware Co-Lead Plaintiffs or any other Class Member as evidence of any infirmity in the claims of the Delaware Co-Lead Plaintiffs or any other Class Member or that damages recoverable from the Defendants would not have exceeded the Settlement Amount;

(c) shall not be described as, construed as, interpreted as, offered or received against any of the Parties as an admission or concession that the consideration to be given in the Settlement represents the amount which could be or would have been awarded after trial; and

(d) shall not be construed, offered interpreted, deemed, or received in evidence or otherwise against any of the Released Defendant Persons or Released Plaintiff Persons in any other civil, criminal or administrative action, litigation or proceeding, except in connection with any proceeding to enforce the terms of the Stipulation or this Order.

24. The Court retains jurisdiction over this action to consider all further applications arising out of or connected with the proposed Settlement.

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Chancellor Leo E. Strine, Jr.

This document constitutes a ruling of the court and should be treated as such.

**Court:** DE Court of Chancery Civil Action

**Judge:** Leo E Strine

**File & Serve**

**Transaction ID:** 46327246

**Current Date:** Sep 14, 2012

**Case Number:** 6949-CS

**Case Name:** CONF ORDER CONS W/ 6952, 6953, 6954, 6958, 6960, 6965, 6966, 6967, 6978, 6986, 7004, 7028 IN RE EL PASO CORPORATION SHAREHOLDER LITIGATION

**Court Authorizer:** Strine, Leo E

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**Court Authorizer**

**Comments:**

The Settlement Hearing will be held on December 3, 2012 at 12:30pm.

**/s/ Judge Strine, Leo E**