
**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>In re ENRON CORP. SECURITIES, DERIVATIVE & "ERISA" LITIGATION</p>	<p>MDL – 1446</p>
<p>PAMELA M. TITTLE, et al.,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>ENRON CORP., et al.,</p> <p style="text-align: right;">Defendants.</p>	<p>CIVIL ACTION NO. H-01-3913 AND CONSOLIDATED CASES</p>

**NOTICE OF
SUPPLEMENTAL AMENDED PLAN OF ALLOCATION**

Pursuant to the Court's Preliminary Approval Order dated July 27, 2005, Plaintiffs hereby submit their Supplemental Amended Plan of Allocation for the Court's consideration.

Plaintiffs continue to rely upon the Amended Plan of Allocation filed previously concerning the \$85 million settlement on August 17, 2004. We are supplementing that Plan of Allocation to cover the Enron settlement and payments thereunder concerning the Cash Balance Plan, and any other future settlements.

For the ease of the Court, attached hereto as Exhibit A is the Supplemental Amended Plan of Allocation, which we have red-lined with the supplemental language we propose be added to the Plan of Allocation. Attached hereto as Exhibit B is a clean version of the Supplemental Amended Plan of Allocation incorporating these changes.

Respectfully submitted this 26th day of August 2005.

Respectfully submitted,

s/Lynn Lincoln Sarko

Lynn Lincoln Sarko
Britt Tinglum
Derek W. Loeser
Gary Gotto
KELLER ROHRBACK, L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101-3052
(206) 623-1900
Fax: (206) 623-3384

Steve W. Berman
Clyde A. Platt, Jr.
**HAGENS BERMAN SOBOL
SHAPIRO LLP**
1301 Fifth Avenue, Suite 2900
Seattle, Washington 98101
(206) 623-7292
Fax: (206) 623-0594

Co-Lead Counsel for Plaintiffs

Robin L. Harrison
**CAMPBELL HARRISON & DAGLEY
L.L.P.**

Southern District I.D. No. 4556
State Bar No. 09120700
4000 Two Houston Center
909 Fannin Street
Houston, Texas 77010
(713) 752-2332
(713) 752-2330 (fax)

Liaison Counsel for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned certifies that on this 26th day of August, 2005, he served a true and correct copy of the foregoing document on all counsel via the <http://www.esl3624.com> web site, pursuant to the Court's April 10, 2002 Order Regarding Service of Papers and Notice of Hearings.

DATED: this 26th day of August, 2005, at Seattle, Washington.

s/Lynn Lincoln Sarko
Lynn Lincoln Sarko

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

PAMELA M. TITTLE, et al.,

Plaintiffs,

v.

ENRON CORP., et al.,

Defendants.

No. H 01-CV-3913

(Consolidated Action)

SUPPLEMENTAL AMENDED PLAN OF ALLOCATION

I. DEFINITIONS

For purposes of this Plan of Allocation, capitalized terms and phrases have the meanings provided below:

1. **“Active Cash Balance Plan Participant”** means an employee who is a participant in the Enron Cash Balance Plan and earning benefits during a specific period of time.
2. **“Actuarial Equivalent”** means the equivalent value of a stream of payments, calculated using 7% interest and the 1984 Unisex Pension Mortality Table.

3. **“Administrative Committee Settling Defendants”** mean: the Administrative Committees and the Administrative Committee Members, including James G. Barnhart, Philip J. Bazelides, Keith Crane, Enron Corp. Employee Stock Ownership Plan Administrative Committee, Enron Corp. Savings Plan Administrative Committee, William D. Gathmann, William J. Gulyassy, Rod Hayslett, John Does Nos. 1 – 100 Unknown Fiduciaries of the Enron Corp. Savings Plan or the Enron Corp. ESOP or the Enron Corp. Cash Balance Plan who were Administrative Committee members, Mary K. Joyce, Sheila Knudsen, Tod. A. Lindholm, Cindy K. Olson, James S. Prentice, Mikie Rath, Paula Riecker, and David Shields.

4. **“Authorized Cash Balance Plan Claimant” means either a Participant Cash Balance Plan Claimant or a Former Participant Cash Balance Plan Claimant.**

5. **“Authorized Claimant”** means either a Participant Claimant or a Former Participant Claimant whose Settlement Claim is twenty-five dollars (\$25) or such other amount as may be reasonably determined by the Fund Administrator.

6. **“Cash Balance Plan Settlement Class” means collectively: (a) all Participant Cash Balance Plan Claimants and (b) all Former Participant Cash Balance Plan Claimants.**

7. **“Class Counsel”** means Lynn Lincoln Sarko, Esq. of Keller Rohrback, LLP and Steve W. Berman, Esq. of Hagens Berman Sobol Shapiro LLP.

8. **“Class Representative”** means the following persons: Pamela M. Tittle; Thomas O. Padgett; Gary S. Dreadin; Janice Farmer; John L. Moore; Betty J. Clark; Patrick Campbell; Fanette Perry; Charles Prestwood; Roy Rinard; Steve Lacey; Catherine Stevens; Roger W. Boyce; Wayne M. Stevens; Norman L. Young; Michael L. Mccown; and Dan Shultz.

9. **“Enron Cash Balance Plan”** means the Enron Corp. Cash Balance Plan, and any and all predecessors and successors to such plan.

10. **“Enron ESOP”** means the Enron Corp. Employee Stock Ownership Plan, and any and all predecessors and successors to such plan.

11. **“Enron Plans”** means, collectively, (a) the Enron Savings Plan, (b) Enron ESOP, and the (c) Enron Cash Balance Plan.

12. **“Enron Plan Trustees”** means Wilmington Trust Company, as Trustee for the Enron Savings Plan and for the Enron ESOP, and The Bank of New York, as Trustee for the Enron Corp. Cash Balance Plan, on behalf of themselves, on behalf of each of the respective Enron Plans and on behalf of such Plan’s respective representatives, employees, participants, beneficiaries and alternate payees. The phrase “Enron Plan Trustees” shall include any and all of their predecessors and Successors-In-Interest.

13. **“Enron Savings Plan”** means the Enron Corp. Savings Plan, and any and all predecessors and successors to such plan.

14. **“Enron Settlement”** means the partial settlement preliminarily approved by the Court in *Tittle, et al. v. Enron, et al.*, Civil No. H-01-3913 on July 27, 2005

15. **“Enron Settling Defendants”** means Enron and its debtor and non-debtor affiliates, subsidiaries, successors and assigns, as defined in the Settlement Agreement dated July 6, 2005..

16. **“ESOP Retirement Account”** means the segregated account within the Enron ESOP known as the Retirement Sub-Account which is used to offset the benefit earned in the Enron Cash Balance Plan.

17. **“Former Participant Cash Balance Plan Claimant”** means a separate vested participant in the Enron Cash Balance Plan who was an Active Cash Balance Plan Participant during some or all of the period January 1, 1987 to December 31, 1994 and earned a benefit from the Enron Cash Balance Plan during that period. The Former Participant Claimant must also not have received a full distribution of their ESOP Retirement Account prior to January 1, 2001.

18. **“Former Participant Claimant”** means those Settlement Class members who are former participants in the Enron Savings Plan, and/or the Enron ESOP (recognizing that the Enron ESOP merged with and into the Enron Savings Plan effective August 30, 2002).

19. **“Fund Administrator”** means the person or entity appointed or retained by the Enron Plans who shall administer the Plan of Allocation and the distribution of the funds within the Plans set forth herein.

20. **“Independent Fiduciary”** means David L. Heald Consulting Fiduciaries, Inc., or its successor, solely in its capacity as independent fiduciary to the Enron Savings Plan, Enron ESOP and Enron Cash Balance Plan for the Tittle litigation.

21. **“Net Settlement Trust”** means the Settlement Amount, minus the Court approved amounts for attorneys’ fees and expenses.

22. **“Officer and Director Settling Defendants”** means: Robert A. Belfer, Norman P. Blake, Jr., Ronnie C. Chan, James V. Derrick, John H. Duncan, Joe H. Foy, Wendy L. Gramm, Kevin P. Hannon, Kenneth Harrison, Robert K. Jaedicke, Rebecca P. Mark-Jusbasche, Charles A. LeMaistre, John Mendelsohn, Jerome J. Meyer, Lou L. Pai, Paulo Ferraz Pereira, Frank Savage, Joseph W. Sutton, Jack Urquhart, John Wakeham, Charls E. Walker, Lawrence Greg Whalley, Bruce Willison, Herbert Winokur, Jr., Estate of J. Clifford Baxter, Richard B. Buy, Richard A. Causey, Mark A. Frevert, Joseph M. Hirko, Stanley C. Horton, Steven J. Kean, Mark E. Koenig, Michael S. McConnell, Jeffrey McMahon, J. Mark Metts, and Kenneth D. Rice.

23. **“Order and Final Approval”** means the Order of Final Approval of Class Action Settlement and Bar Order contemplated under Section 2.4 of the \$85 million Settlement Agreement, under Section 3.7 of the Enron Settlement, or such an Order under any other Settlement.

24. **“Participant Cash Balance Plan Claimant”** means a person who was actively employed by Enron on January 1, 2001, and who was an Active Cash Balance Plan Participant during some or all of the period January 1, 1987 to December 31, 1994 and earned a benefit from the Cash Balance Plan during that period. The Participant Cash Balance Plan Claimant must also not have received a full distribution of their ESOP Retirement Account prior to January 1, 2001.

25. **“Participant Claimant”** means those Settlement Class members who are currently participants in (a) the Enron Savings Plan, and/or (b) Enron ESOP.

26. **“Plaintiffs’ Case Contribution Compensation”** means the amount of three-thousand dollars (\$3,000) which shall be paid from the Settlement Fund to each Class Representative in recognition of their contributions to the Action.

27. **“Plan Actuary”** means Hewitt Associates, the actuary for the Cash Balance Plan as of January 1, 2001, or its successor.

28. **“Settlement”** means: a settlement to be consummated under a Settlement Agreement(s) pursuant to an Order of Final Approval and Bar Order.

29. **“Settlement Agreement”** means any Settlement Agreement filed with the Court in the Tittle Action.

30. **“Settlement Claim”** means the total dollar amount of each Authorized Claimant’s Settlement Claims, as determined in Section III below.

31. **“Settlement Class”** means:

(1) For the \$85 million Settlement, collectively: (a) all Persons who were at any time participants in any of the Enron Plans during the period starting on January 1, 1995 through and including the Effective Date of Settlement; and (b) as to each Person within the scope of subsection (a) of Section 1.37 of the Settlement Agreement, his, her or its beneficiaries, alternate payee, Representatives, and Successor-In-Interest, provided, however, that the “Settlement Class” shall not include (1) any Defendant in the *Tittle Action*, or any of their immediate family members, beneficiaries, alternate payees, Representatives or Successors-In-Interest, except for spouses and immediate family members who themselves are or were Participants in any Enron Plan, who shall be considered members of the Settlement Class with respect to their own Enron Plan Accounts, and (2) shall not include the Defendant Releasees who were Administrative Committee Members or Enron Officers or Directors during the Class Period or any of

their immediate family members, beneficiaries, alternative payees, Representatives or Successor-In-Interest, except for spouses and immediate family members who themselves are or were Participants in any Enron Plan, who shall be considered members of the Settlement Class with respect to their own Enron Plan Accounts.

(2) For the Enron Settlement, collectively, (a) all Persons who were, at any time, participants in the Enron Plans during the period from January 21, 1998 up to and including the Petition Date and (b) as to each Person within the scope of subsection (a) of this Section 1.3 (vv), his, her or its beneficiaries, alternate payees (including spouses of deceased Persons who were Enron Plan participants), Representatives and Successors-In-Interest; provided, however, that the “Settlement Class” shall not include any Defendant in the Tittle Action, or any of their Immediate Family, beneficiaries, alternate payees (including spouses of deceased Persons who were Enron Plan participants), Representatives or Successors-In-Interest, except for spouses and immediate family members who themselves are or were participants in any of the Enron Plans, who shall be considered members of the Settlement Class with respect to their own Enron Plan accounts.

32. **“Settling Defendants”** means, collectively: (a) the Administrative Committee Settling Defendants, (b) the Officer and Director Settling Defendants and (c) the Enron Settling Defendants.

33. **“Successor-In-Interest”** means a Person’s estate, legal representatives, heirs, successors or assigns.

34. **“Settlement Custodian”** means the person or entity who shall serve as the escrow agent for the Settlement Fund, and who shall distribute the funds as directed by the Plan Administrator in the manner set forth herein.

35. **“Tittle Action”** means Tittle, et al. V. Enron Corp. et al., Civil No. H 01-CV-3913 (Consolidated Action), an action pending in the United States District Court for the Southern District of Texas (Houston Division).

36. **“85 Million Settlement”** means the partial settlement approved by the Court in Tittle, et al. v. Enron, et al., Case No. H-01-CV-3913 on May 24, 2005 and given final judgment on June 9, 2005.

II. THE SETTLEMENT TRUST

Unless otherwise ordered by the Court or agreed to by the Settling Parties, within ten (10) days of a Settlement becoming Unconditional, the Settlement Custodian shall pay to Class Counsel, or retain for payment upon application by Class Counsel, the attorneys fees and expenses or other reserves as approved by the Court in the Order(s) of Final Judgment and Dismissal. For the \$85 million Settlement, in no event shall the Settlement Custodian pay or retain attorneys fees greater than \$17 million in principal, together with accrued interest on any such amount awarded or retained for attorneys fees, or litigation expenses greater than \$2.915 million in principal, together with accrued interest on any such amount awarded or retained for expenses. For all other Settlements, the Settlement Custodian shall pay or retain all attorneys’ fees and litigation expenses, together with accrued interest on any such amount, as Ordered by the Court. The Settlement Custodian shall also have paid or retained as reserves the amounts necessary to pay all taxes on the Settlement Trust due and owing through the date of the payment or retention of such fees and expenses and all expenses relating to such preparation and payment of such taxes pursuant to the Settlement Agreement(s). Following payment or retention of the specified fees and expenses, the Net Settlement Fund, together with accrued interest on the principal amount of that Net Settlement Fund, but less all amounts paid or retained by the Settlement Custodian for the payment of taxes on the Settlement Trust and expense related to payment of such taxes, shall be provided to the Enron Plans which shall then be responsible for

administering and allocating the Net Settlement Fund and all expenses and costs for its administration and allocation, through the Fund Administrator in the following manner:

A. The Fund Administrator shall determine the amount of expenses that will be incurred in connection with the administration of executing the Plan of Allocation in Section II below.

B. The Fund Administrator shall provide Class Counsel with written notice of the amount of expenses to be incurred in the administration of the Plan of Allocation and Class Counsel shall promptly review the same. If the expenses are reasonable, Class Counsel shall approve the expenses and such expenses shall be deemed appropriate as a Plan expense and shall be paid from the Net Settlement Trust.

C. If necessary, the Fund Administrator may request the assistance of the Plans' Trustees and/or record keepers in identifying Participant Claimants, Former Participant Claimants and Authorized Cash Balance Plan Claimants ("Claimants"), calculating the Loss for claimants, and distributing the Net Settlement Fund to all Claimants in accordance with the Plan of Allocation and the Enron Savings Plan. To the extent any expenses are incurred in connection therewith, the Fund Administrator shall include notice of such expenses to Class Counsel. If Class Counsel deems such expenses to be reasonable, Class Counsel shall approve such expenses and they shall be deemed appropriate as a Plan expense and shall be paid from the Net Settlement Trust.

D. The Fund Administrator shall be solely responsible for all communications with Claimants regarding their claims. However, the Fund Administrator shall provide drafts of intended communications to the Independent Fiduciary and to Class Counsel for review and comment at least three business days prior to the delivery of such communications. To provide communications and give effect to the Plan of Allocation, within ten (10) days of the Settlement(s) becoming Unconditional, the record keeper for the Plan shall provide the Fund

Administrator with the following information concerning the Enron Savings Plan or Enron ESOP account of each member of the Settlement Class:

- The name, last known address, and Social Security number;
- The dollar value of the account balance invested in Enron stock at the beginning of the Settlement Class;
- The dollar value of purchases of Enron stock during the Settlement Class;
- The dollar value of sales of Enron stock during the Settlement Class period;
- The dollar of the account balance as of the end of the Settlement Class;
- Whether the Claimant is a current Participant in the Enron Savings Plan or Enron ESOP as of the most recent date for which such information is reasonably available.

If precise data is not readily available, the Fund Administrator shall confer with Class Counsel and the Independent Fiduciary regarding the data that will be used.

E. As soon as practicable after the calculation of the Plan of Allocation in Section II, the Fund Administrator shall direct the payment of the Net Settlement Fund, minus attorneys' fees and expenses, and administration expenses to the trustee of the Enron Savings Plan, Enron ESOP and the Enron Cash Balance Plan, and provide to each such trustee as well as to the record keeper for each Plan a detailed summary of the allocations to be made to the accounts of Authorized Claimants of the Enron Savings Plan and Enron ESOP. For each Authorized Cash Balance Plan Claimant, such allocations shall be made to their Enron Savings Plan accounts or such other appropriate account.

III. THE ALLOCATION

Enron Savings Plan and ESOP Allocation

Within ten (10) days of the Settlements becoming Unconditional and the Fund Administrator receiving approval from Class Counsel of reasonable administration expenses, the Fund Administrator shall calculate the Claimants' Settlement Claims based on the information described in Section I and according to the following Court approved methodology:

A. For Participant Claimants, the Fund Administrator, with the assistance of Enron, or others, if necessary, shall determine the approximate loss (“Loss”) for each member of the Settlement Class as follows: $\text{Loss} = A + B - C - D$, where, for each member’s Account in the Enron Savings Plan and/or Enron ESOP:

1. A = the dollar value, if any, of the account’s investment in Enron stock valued on the first day of the Settlement Class Period;

2. B = the dollar value, if any, of all of subsequent investments of such Account in Enron stock during the Settlement Class Period, valued as of the time of purchase(s);

3. C = the dollar value, if any, of all liquidations of the account’s investment in Enron stock during the Settlement Class Period, valued as of the time of the sale(s);
and

4. D = the dollar value, if any, of the account’s investment in Enron stock, valued on the last day of the Settlement Class Period.

B. For Former Participant Claimants, the Fund Administrator, with the assistance of Enron, or others, if necessary, shall determine the approximate loss (“Loss”) for each member of the Settlement Class as follows: $\text{Loss} = A + B - C - D$, where, for each member’s Account:

1. A = the dollar value, if any, of the account’s investment in Enron stock valued on the first day of the Settlement Class Period;

2. B = the dollar value, if any, of all of subsequent investments of such account in Enron stock during the Settlement Class Period, valued as of the time of purchase(s);

3. C = the dollar value, if any, of all liquidations of the account’s investment in Enron stock during the Settlement Class Period, valued as of the time of the sale(s);
and

4. D = the dollar value, if any, of the account's investment in Enron stock, valued on the last day of the Settlement Class Period.

Such Loss calculations for Former Participant Claimants shall only include the portion of the accounts invested in Enron Stock to the extent vested as of the time the Former Participant Claimants' employment with Enron ended.

C. The Losses of the Claimants as calculated in Sections A and B will be totaled to yield the Loss of each of the Enron Savings Plan and Enron ESOP as a whole over the Class Period (the "Plan's Loss").

D. The Fund Administrator shall calculate for the Account of each Claimant in the Enron Savings Plan and Enron ESOP an amount which is the same percent of the Net Settlement Fund as his or her Loss bears to the respective Plan's Loss.

E. The Administrators shall identify all Claimants whose Settlement Claim is less than twenty-five dollars (\$25) or such other amount designated by the Fund Administrator ("De Minimis Amounts"). All such Claimants whose Settlement payment is De Minimis shall not receive an award from the Net Settlement Trust. The remaining Claimants shall become Authorized Claimants. The De Minimis Amounts shall then be allocated to the Authorized Claimants on a pro rata basis based on each Authorized Claimant's Loss, and such amounts shall be added to the Settlement Claim for each Authorized Claimant.

F. In light of the manner in which the data is kept and the ease with which it can be manipulated, it may be appropriate for the Fund Administrator, with Class Counsel's consent, to simplify some of the features of these calculations without further approval by the Court. Such simplifications shall be acceptable as long as the two basic features of the distribution are preserved: (1) that, with respect to each of the Enron Savings Plan and Enron ESOP, all members of the Settlement Class receive their share of the Net Settlement Fund based approximately on the decline in the value of Enron stock in which their Accounts were invested over the Settlement Class Period in comparison the total decline in the value of Enron Stock held by each

respective Plan as a whole for the same period; and (2) that the distribution take place through the Plan as an entity so as to maximize the tax advantages of investment in the Plan.

G. Subject to the approval of the Court, Plaintiffs in the Tittle Action who served as Class Representatives will receive an additional payment of \$3,000 each as compensation for their contributions to the successful prosecution and partial resolution of this action.

H. *Authorized Claimants: Allocation within Plans*

As promptly as possible after deposit of the Net Settlement Trust into the Trust, the Fund Administrator shall allocate the Net Settlement Trust in accordance with the Plan of Allocation above. For deposits into the Enron Savings Plan, the Fund Administrator shall cause the amounts allocated to each Authorized Claimant's Plan account to be invested in accordance with the existing investment elections in effect for such account and such amounts shall be treated thereafter for all purposes under the Plan as plan assets credited to the Authorized Claimant's account under the Plan, and shall thereafter be distributed only in accordance with the applicable Plan provisions. Each Authorized Claimant who is a Former Participant and does not have an Account in the Plan shall have his or her Settlement Claim invested in a suitable short term investment vehicle the primary purpose of which is the preservation of assets. The Fund Administrator, or their agents, shall report and remit such distributions and any applicable tax withholdings to the Former Participant Claimants, the Internal Revenue Service, and applicable state revenue agents under the Employer Identification Number generally used for distributions from the Plan, and shall provide a copy of such reports to the Class Counsel in a form acceptable to the Class Counsel.

I. The Administrators shall make available to Enron, the record keepers of the Plans, the Independent Fiduciary, and Class Counsel any and all summaries, compilations, calculations, or tabulations of the claims and amounts described in this Section, upon the request of Enron, the record keepers of the Plans, the Independent Fiduciary, Class Counsel, or the Court.

Cash Balance Plan Allocation

Within ten (10) days of the Settlements becoming Unconditional and the Fund Administrator receiving approval from Class Counsel of reasonable administrative expenses, the Fund Administrator shall calculate the Claimants' Settlement Claims based on the information described in Section I and according to the following Court approved methodology:

A. For Participant Cash Balance Plan Claimants, the Fund Administrator, with the assistance of Enron or others, shall determine the approximate loss (Loss) for each member of the Cash Balance Plan Settlement Class as follows: $Loss = A \times B$, where for each Cash Balance Plan Claimant:

1. A = the estimated accrued benefit earned during the period January 1, 1987, to December 31, 1994, in the Cash Balance Plan determined by the Plan Actuary.

2. B = the present value factor determined as the Actuarial Equivalent of the stream of monthly payments of \$1 determined as of January 1, 2001 beginning at the later of the claimant's 65th birthday or their age on January 1, 2001.

B. For former Participant Cash Balance Plan Claimants, the Fund Administrator, with the assistance of Enron or others, if necessary, shall determine the approximate loss (Loss) for each member of the Cash Balance Plan Settlement Class as follows: $Loss = A \times B$, where, for each Cash Balance Plan Claimant:

1. A = the estimated accrued benefit earned during the period January 1, 1987 to December 31, 1994 in the Cash Balance Plan determined by the Plan Actuary.

2. B = the present value factor determined as the Actuarial Equivalent of the stream of monthly payments of \$1 determined as of January 1, 2001 beginning at the later of the claimant's 65th birthday or their age on January 1, 2001.

C. The Losses of the Cash Balance Plan Claimants as calculated in Sections A and B above will be totaled to yield the Loss of the Cash Balance Plan as a whole.

D. The Fund Administrator shall calculate for the Account of each Cash Balance Plan Claimant an amount which is the same percent of the Net Cash Balance Settlement Fund as his or her Loss bears to the respective Cash Balance Plan's Loss.

IV. APPLICATION OF THE SETTLEMENT AMOUNT AND OTHER RECOVERIES TO EACH PLAN – BAR ORDER OFFSETS.

After this Plan of Allocation is fully implemented by the Plan Administrator, the Plan Administrator shall report to the Class Counsel the gross amount allocated to each of the Enron Plans. In the event a judgment is subsequently entered against one or more of the Non-Settling Defendants in the ERISA action, then any offset credit due under the Settlement Bar Order shall be allocated to each Enron Plan's claims in proportion to the gross settlement amount that ultimately was allocated to each of the Enron Plans under the Plan of Allocation. In no event shall the offset credit applied against any particular Enron Plan exceed the amount actually allocated to such Enron Plan under this Plan of Allocation.

Respectfully submitted this ____ day of August 2005.

CAMPBELL HARRISON & DAGLEY LLP

Robin L. Harrison
State Bar No. 09120700
Justin Campbell
Southern District No. 4556
4000 Two Houston Center
909 Fannin Street
Houston, TX 77010
Phone: (713) 752-2332
Fax: (713) 752-2330

Liaison Counsel for Plaintiffs

KELLER ROHRBACK, L.L.P.

Lynn Lincoln Sarko
Britt Tinglum
Ron Kilgard
Derek W. Loeser
1201 Third Avenue, Suite 3200
Seattle, WA 98101-3052
Telephone: (206) 623-1900
Fax: (206) 623-3384

HAGENS BERMAN LLP

Steve W. Berman
Clyde Platt
1301 Fifth Avenue, Suite 2900
Seattle, Washington 98101
Telephone: (206) 623-7292
Fax: (206) 623-0594

Co-Lead Counsel for Plaintiffs

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
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3. **“Administrative Committee Settling Defendants”** mean: the Administrative Committees and the Administrative Committee Members, including James G. Barnhart, Philip J. Bazelides, Keith Crane, Enron Corp. Employee Stock Ownership Plan Administrative Committee, Enron Corp. Savings Plan Administrative Committee, William D. Gathmann, William J. Gulyassy, Rod Hayslett, John Does Nos. 1 – 100 Unknown Fiduciaries of the Enron Corp. Savings Plan or the Enron Corp. ESOP or the Enron Corp. Cash Balance Plan who were Administrative Committee members, Mary K. Joyce, Sheila Knudsen, Tod. A. Lindholm, Cindy K. Olson, James S. Prentice, Mikie Rath, Paula Riecker, and David Shields.

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6. **“Cash Balance Plan Settlement Class”** means collectively: (a) all Participant Cash Balance Plan Claimants and (b) all Former Participant Cash Balance Plan Claimants.

7. **“Class Counsel”** means Lynn Lincoln Sarko, Esq. of Keller Rohrback, LLP and Steve W. Berman, Esq. of Hagens Berman Sobol Shapiro LLP.

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12. **“Enron Plan Trustees”** means Wilmington Trust Company, as Trustee for the Enron Savings Plan and for the Enron ESOP, and The Bank of New York, as Trustee for the Enron Corp. Cash Balance Plan, on behalf of themselves, on behalf of each of the respective Enron Plans and on behalf of such Plan’s respective representatives, employees, participants, beneficiaries and alternate payees. The phrase “Enron Plan Trustees” shall include any and all of their predecessors and Successors-In-Interest.

13. **“Enron Savings Plan”** means the Enron Corp. Savings Plan, and any and all predecessors and successors to such plan.

14. **“Enron Settlement”** means the partial settlement preliminarily approved by the Court in *Tittle, et al. v. Enron, et al.*, Civil No. H-01-3913 on July 27, 2005

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19. **“Fund Administrator”** means the person or entity appointed or retained by the Enron Plans who shall administer the Plan of Allocation and the distribution of the funds within the Plans set forth herein.

20. **“Independent Fiduciary”** means David L. Heald Consulting Fiduciaries, Inc., or its successor, solely in its capacity as independent fiduciary to the Enron Savings Plan, Enron ESOP and Enron Cash Balance Plan for the Tittle litigation.

21. **“Net Settlement Trust”** means the Settlement Amount, minus the Court approved amounts for attorneys’ fees and expenses.

22. **“Officer and Director Settling Defendants”** means: Robert A. Belfer, Norman P. Blake, Jr., Ronnie C. Chan, James V. Derrick, John H. Duncan, Joe H. Foy, Wendy L. Gramm, Kevin P. Hannon, Kenneth Harrison, Robert K. Jaedicke, Rebecca P. Mark-Jusbasche, Charles A. LeMaistre, John Mendelsohn, Jerome J. Meyer, Lou L. Pai, Paulo Ferraz Pereira, Frank Savage, Joseph W. Sutton, Jack Urquhart, John Wakeham, Charls E. Walker, Lawrence Greg Whalley, Bruce Willison, Herbert Winokur, Jr., Estate of J. Clifford Baxter, Richard B. Buy, Richard A. Causey, Mark A. Frevert, Joseph M. Hirko, Stanley C. Horton, Steven J. Kean, Mark E. Koenig, Michael S. McConnell, Jeffrey McMahon, J. Mark Metts, and Kenneth D. Rice.

23. **“Order and Final Approval”** means the Order of Final Approval of Class Action Settlement and Bar Order contemplated under Section 2.4 of the \$85 million Settlement Agreement, under Section 3.7 of the Enron Settlement, or such an Order under any other Settlement.

24. **“Participant Cash Balance Plan Claimant”** means a person who was actively employed by Enron on January 1, 2001, and who was an Active Cash Balance Plan Participant during some or all of the period January 1, 1987 to December 31, 1994 and earned a benefit from the Cash Balance Plan during that period. The Participant Cash Balance Plan Claimant must also not have received a full distribution of their ESOP Retirement Account prior to January 1, 2001.

25. **“Participant Claimant”** means those Settlement Class members who are currently participants in (a) the Enron Savings Plan, and/or (b) Enron ESOP.

26. **“Plaintiffs’ Case Contribution Compensation”** means the amount of three-thousand dollars (\$3,000) which shall be paid from the Settlement Fund to each Class Representative in recognition of their contributions to the Action.

27. **“Plan Actuary”** means Hewitt Associates, the actuary for the Cash Balance Plan as of January 1, 2001, or its successor.

28. **“Settlement”** means: a settlement to be consummated under a Settlement Agreement(s) pursuant to an Order of Final Approval and Bar Order.

29. **“Settlement Agreement”** means any Settlement Agreement filed with the Court in the Tittle Action.

30. **“Settlement Claim”** means the total dollar amount of each Authorized Claimant’s Settlement Claims, as determined in Section III below.

31. **“Settlement Class”** means:

(1) For the \$85 million Settlement, collectively: (a) all Persons who were at any time participants in any of the Enron Plans during the period starting on January 1, 1995 through and including the Effective Date of Settlement; and (b) as to each Person within the scope of subsection (a) of Section 1.37 of the Settlement Agreement, his, her or its beneficiaries, alternate payee, Representatives, and Successor-In-Interest, provided, however, that the “Settlement Class” shall not include (1) any Defendant in the *Tittle Action*, or any of their immediate family members, beneficiaries, alternate payees, Representatives or Successors-In-Interest, except for spouses and immediate family members who themselves are or were Participants in any Enron Plan, who shall be considered members of the Settlement Class with respect to their own Enron Plan Accounts, and (2) shall not include the Defendant Releasees who were Administrative Committee Members or Enron Officers or Directors during the Class Period or any of

their immediate family members, beneficiaries, alternative payees, Representatives or Successor-In-Interest, except for spouses and immediate family members who themselves are or were Participants in any Enron Plan, who shall be considered members of the Settlement Class with respect to their own Enron Plan Accounts.

(2) For the Enron Settlement, collectively, (a) all Persons who were, at any time, participants in the Enron Plans during the period from January 21, 1998 up to and including the Petition Date and (b) as to each Person within the scope of subsection (a) of this Section 1.3 (vv), his, her or its beneficiaries, alternate payees (including spouses of deceased Persons who were Enron Plan participants), Representatives and Successors-In-Interest; provided, however, that the “Settlement Class” shall not include any Defendant in the Tittle Action, or any of their Immediate Family, beneficiaries, alternate payees (including spouses of deceased Persons who were Enron Plan participants), Representatives or Successors-In-Interest, except for spouses and immediate family members who themselves are or were participants in any of the Enron Plans, who shall be considered members of the Settlement Class with respect to their own Enron Plan accounts.

32. “**Settling Defendants**” means, collectively: (a) the Administrative Committee Settling Defendants, (b) the Officer and Director Settling Defendants and (c) the Enron Settling Defendants.

33. “**Successor-In-Interest**” means a Person’s estate, legal representatives, heirs, successors or assigns.

34. “**Settlement Custodian**” means the person or entity who shall serve as the escrow agent for the Settlement Fund, and who shall distribute the funds as directed by the Plan Administrator in the manner set forth herein.

35. “**Title Action**” means Tittle, et al. V. Enron Corp. et al., Civil No. H 01-CV-3913 (Consolidated Action), an action pending in the United States District Court for the Southern District of Texas (Houston Division).

36. “**85 Million Settlement**” means the partial settlement approved by the Court in *Tittle, et al. v. Enron, et al.*, Case No. H-01-CV-3913 on May 24, 2005 and given final judgment on June 9, 2005.

II. THE SETTLEMENT TRUST

Unless otherwise ordered by the Court or agreed to by the Settling Parties, within ten (10) days of a Settlement becoming Unconditional, the Settlement Custodian shall pay to Class Counsel, or retain for payment upon application by Class Counsel, the attorneys fees and expenses or other reserves as approved by the Court in the Order(s) of Final Judgment and Dismissal. For the \$85 million Settlement, in no event shall the Settlement Custodian pay or retain attorneys fees greater than \$17 million in principal, together with accrued interest on any such amount awarded or retained for attorneys fees, or litigation expenses greater than \$2.915 million in principal, together with accrued interest on any such amount awarded or retained for expenses. For all other Settlements, the Settlement Custodian shall pay or retain all attorneys’ fees and litigation expenses, together with accrued interest on any such amount, as Ordered by the Court. The Settlement Custodian shall also have paid or retained as reserves the amounts necessary to pay all taxes on the Settlement Trust due and owing through the date of the payment or retention of such fees and expenses and all expenses relating to such preparation and payment of such taxes pursuant to the Settlement Agreement(s). Following payment or retention of the specified fees and expenses, the Net Settlement Fund, together with accrued interest on the principal amount of that Net Settlement Fund, but less all amounts paid or retained by the Settlement Custodian for the payment of taxes on the Settlement Trust and expense related to payment of such taxes, shall be provided to the Enron Plans which shall then be responsible for

administering and allocating the Net Settlement Fund and all expenses and costs for its administration and allocation, through the Fund Administrator in the following manner:

A. The Fund Administrator shall determine the amount of expenses that will be incurred in connection with the administration of executing the Plan of Allocation in Section II below.

B. The Fund Administrator shall provide Class Counsel with written notice of the amount of expenses to be incurred in the administration of the Plan of Allocation and Class Counsel shall promptly review the same. If the expenses are reasonable, Class Counsel shall approve the expenses and such expenses shall be deemed appropriate as a Plan expense and shall be paid from the Net Settlement Trust.

C. If necessary, the Fund Administrator may request the assistance of the Plans' Trustees and/or record keepers in identifying Participant Claimants, Former Participant Claimants and Authorized Cash Balance Plan Claimants ("Claimants"), calculating the Loss for claimants, and distributing the Net Settlement Fund to all Claimants in accordance with the Plan of Allocation and the Enron Savings Plan. To the extent any expenses are incurred in connection therewith, the Fund Administrator shall include notice of such expenses to Class Counsel. If Class Counsel deems such expenses to be reasonable, Class Counsel shall approve such expenses and they shall be deemed appropriate as a Plan expense and shall be paid from the Net Settlement Trust.

D. The Fund Administrator shall be solely responsible for all communications with Claimants regarding their claims. However, the Fund Administrator shall provide drafts of intended communications to the Independent Fiduciary and to Class Counsel for review and comment at least three business days prior to the delivery of such communications. To provide communications and give effect to the Plan of Allocation, within ten (10) days of the Settlement(s) becoming Unconditional, the record keeper for the Plan shall provide the Fund

Administrator with the following information concerning the Enron Savings Plan or Enron ESOP account of each member of the Settlement Class:

- The name, last known address, and Social Security number;
- The dollar value of the account balance invested in Enron stock at the beginning of the Settlement Class;
- The dollar value of purchases of Enron stock during the Settlement Class;
- The dollar value of sales of Enron stock during the Settlement Class period;
- The dollar of the account balance as of the end of the Settlement Class;
- Whether the Claimant is a current Participant in the Enron Savings Plan or Enron ESOP as of the most recent date for which such information is reasonably available.

If precise data is not readily available, the Fund Administrator shall confer with Class Counsel and the Independent Fiduciary regarding the data that will be used.

E. As soon as practicable after the calculation of the Plan of Allocation in Section II, the Fund Administrator shall direct the payment of the Net Settlement Fund, minus attorneys' fees and expenses, and administration expenses to the trustee of the Enron Savings Plan, Enron ESOP and the Enron Cash Balance Plan, and provide to each such trustee as well as to the record keeper for each Plan a detailed summary of the allocations to be made to the accounts of Authorized Claimants of the Enron Savings Plan and Enron ESOP. For each Authorized Cash Balance Plan Claimant, such allocations shall be made to their Enron Savings Plan accounts or such other appropriate account.

III. THE ALLOCATION

Enron Savings Plan and ESOP Allocation

Within ten (10) days of the Settlements becoming Unconditional and the Fund Administrator receiving approval from Class Counsel of reasonable administration expenses, the Fund Administrator shall calculate the Claimants' Settlement Claims based on the information described in Section I and according to the following Court approved methodology:

A. For Participant Claimants, the Fund Administrator, with the assistance of Enron, or others, if necessary, shall determine the approximate loss (“Loss”) for each member of the Settlement Class as follows: $\text{Loss} = A + B - C - D$, where, for each member’s Account in the Enron Savings Plan and/or Enron ESOP:

1. A = the dollar value, if any, of the account’s investment in Enron stock valued on the first day of the Settlement Class Period;

2. B = the dollar value, if any, of all of subsequent investments of such Account in Enron stock during the Settlement Class Period, valued as of the time of purchase(s);

3. C = the dollar value, if any, of all liquidations of the account’s investment in Enron stock during the Settlement Class Period, valued as of the time of the sale(s);
and

4. D = the dollar value, if any, of the account’s investment in Enron stock, valued on the last day of the Settlement Class Period.

B. For Former Participant Claimants, the Fund Administrator, with the assistance of Enron, or others, if necessary, shall determine the approximate loss (“Loss”) for each member of the Settlement Class as follows: $\text{Loss} = A + B - C - D$, where, for each member’s Account:

1. A = the dollar value, if any, of the account’s investment in Enron stock valued on the first day of the Settlement Class Period;

2. B = the dollar value, if any, of all of subsequent investments of such account in Enron stock during the Settlement Class Period, valued as of the time of purchase(s);

3. C = the dollar value, if any, of all liquidations of the account’s investment in Enron stock during the Settlement Class Period, valued as of the time of the sale(s);
and

4. D = the dollar value, if any, of the account's investment in Enron stock, valued on the last day of the Settlement Class Period.

Such Loss calculations for Former Participant Claimants shall only include the portion of the accounts invested in Enron Stock to the extent vested as of the time the Former Participant Claimants' employment with Enron ended.

C. The Losses of the Claimants as calculated in Sections A and B will be totaled to yield the Loss of each of the Enron Savings Plan and Enron ESOP as a whole over the Class Period (the "Plan's Loss").

D. The Fund Administrator shall calculate for the Account of each Claimant in the Enron Savings Plan and Enron ESOP an amount which is the same percent of the Net Settlement Fund as his or her Loss bears to the respective Plan's Loss.

E. The Administrators shall identify all Claimants whose Settlement Claim is less than twenty-five dollars (\$25) or such other amount designated by the Fund Administrator ("De Minimis Amounts"). All such Claimants whose Settlement payment is De Minimis shall not receive an award from the Net Settlement Trust. The remaining Claimants shall become Authorized Claimants. The De Minimis Amounts shall then be allocated to the Authorized Claimants on a pro rata basis based on each Authorized Claimant's Loss, and such amounts shall be added to the Settlement Claim for each Authorized Claimant.

F. In light of the manner in which the data is kept and the ease with which it can be manipulated, it may be appropriate for the Fund Administrator, with Class Counsel's consent, to simplify some of the features of these calculations without further approval by the Court. Such simplifications shall be acceptable as long as the two basic features of the distribution are preserved: (1) that, with respect to each of the Enron Savings Plan and Enron ESOP, all members of the Settlement Class receive their share of the Net Settlement Fund based approximately on the decline in the value of Enron stock in which their Accounts were invested over the Settlement Class Period in comparison the total decline in the value of Enron Stock held by each

respective Plan as a whole for the same period; and (2) that the distribution take place through the Plan as an entity so as to maximize the tax advantages of investment in the Plan.

G. Subject to the approval of the Court, Plaintiffs in the Tittle Action who served as Class Representatives will receive an additional payment of \$3,000 each as compensation for their contributions to the successful prosecution and partial resolution of this action.

H. ***Authorized Claimants: Allocation within Plans***

As promptly as possible after deposit of the Net Settlement Trust into the Trust, the Fund Administrator shall allocate the Net Settlement Trust in accordance with the Plan of Allocation above. For deposits into the Enron Savings Plan, the Fund Administrator shall cause the amounts allocated to each Authorized Claimant's Plan account to be invested in accordance with the existing investment elections in effect for such account and such amounts shall be treated thereafter for all purposes under the Plan as plan assets credited to the Authorized Claimant's account under the Plan, and shall thereafter be distributed only in accordance with the applicable Plan provisions. Each Authorized Claimant who is a Former Participant and does not have an Account in the Plan shall have his or her Settlement Claim invested in a suitable short term investment vehicle the primary purpose of which is the preservation of assets. The Fund Administrator, or their agents, shall report and remit such distributions and any applicable tax withholdings to the Former Participant Claimants, the Internal Revenue Service, and applicable state revenue agents under the Employer Identification Number generally used for distributions from the Plan, and shall provide a copy of such reports to the Class Counsel in a form acceptable to the Class Counsel.

I. The Administrators shall make available to Enron, the record keepers of the Plans, the Independent Fiduciary, and Class Counsel any and all summaries, compilations, calculations, or tabulations of the claims and amounts described in this Section, upon the request of Enron, the record keepers of the Plans, the Independent Fiduciary, Class Counsel, or the Court.

Cash Balance Plan Allocation

Within ten (10) days of the Settlements becoming Unconditional and the Fund Administrator receiving approval from Class Counsel of reasonable administrative expenses, the Fund Administrator shall calculate the Claimants' Settlement Claims based on the information described in Section I and according to the following Court approved methodology:

A. For Participant Cash Balance Plan Claimants, the Fund Administrator, with the assistance of Enron or others, shall determine the approximate loss (Loss) for each member of the Cash Balance Plan Settlement Class as follows: $Loss = A \times B$, where for each Cash Balance Plan Claimant:

1. A = the estimated accrued benefit earned during the period January 1, 1987, to December 31, 1994, in the Cash Balance Plan determined by the Plan Actuary.

2. B = the present value factor determined as the Actuarial Equivalent of the stream of monthly payments of \$1 determined as of January 1, 2001 beginning at the later of the claimant's 65th birthday or their age on January 1, 2001.

B. For former Participant Cash Balance Plan Claimants, the Fund Administrator, with the assistance of Enron or others, if necessary, shall determine the approximate loss (Loss) for each member of the Cash Balance Plan Settlement Class as follows: $Loss = A \times B$, where, for each Cash Balance Plan Claimant:

1. A = the estimated accrued benefit earned during the period January 1, 1987 to December 31, 1994 in the Cash Balance Plan determined by the Plan Actuary.

2. B = the present value factor determined as the Actuarial Equivalent of the stream of monthly payments of \$1 determined as of January 1, 2001 beginning at the later of the claimant's 65th birthday or their age on January 1, 2001.

C. The Losses of the Cash Balance Plan Claimants as calculated in Sections A and B above will be totaled to yield the Loss of the Cash Balance Plan as a whole.

D. The Fund Administrator shall calculate for the Account of each Cash Balance Plan Claimant an amount which is the same percent of the Net Cash Balance Settlement Fund as his or her Loss bears to the respective Cash Balance Plan's Loss.

IV. APPLICATION OF THE SETTLEMENT AMOUNT AND OTHER RECOVERIES TO EACH PLAN – BAR ORDER OFFSETS.

After this Plan of Allocation is fully implemented by the Plan Administrator, the Plan Administrator shall report to the Class Counsel the gross amount allocated to each of the Enron Plans. In the event a judgment is subsequently entered against one or more of the Non-Settling Defendants in the ERISA action, then any offset credit due under the Settlement Bar Order shall be allocated to each Enron Plan's claims in proportion to the gross settlement amount that ultimately was allocated to each of the Enron Plans under the Plan of Allocation. In no event shall the offset credit applied against any particular Enron Plan exceed the amount actually allocated to such Enron Plan under this Plan of Allocation.

Respectfully submitted this ____ day of August 2005.

CAMPBELL HARRISON & DAGLEY LLP

Robin L. Harrison
State Bar No. 09120700
Justin Campbell
Southern District No. 4556
4000 Two Houston Center
909 Fannin Street
Houston, TX 77010
Phone: (713) 752-2332
Fax: (713) 752-2330

Liaison Counsel for Plaintiffs

KELLER ROHRBACK, L.L.P.

Lynn Lincoln Sarko
Britt Tinglum
Ron Kilgard
Derek W. Loeser
1201 Third Avenue, Suite 3200
Seattle, WA 98101-3052
Telephone: (206) 623-1900
Fax: (206) 623-3384

HAGENS BERMAN LLP

Steve W. Berman
Clyde Platt
1301 Fifth Avenue, Suite 2900
Seattle, Washington 98101
Telephone: (206) 623-7292
Fax: (206) 623-0594

Co-Lead Counsel for Plaintiffs

Notices[4:01-cv-03913 Tittle, et al v. Enron Corp, et al](#)**U.S. District Court****Southern District of Texas**

Notice of Electronic Filing

The following transaction was received from Sarko, Lynn Lincoln entered on 8/26/2005 at 4:34 PM CDT and filed on 8/26/2005

Case Name: Tittle, et al v. Enron Corp, et al

Case Number: [4:01-cv-3913](#)

Filer: Tittle Plaintiffs

Document Number: [1055](#)

Docket Text:

NOTICE re: [1032] Order, *Notice of Supplemental Amended Plan of Allocation* by Tittle Plaintiffs, filed. (Attachments: # (1) Exhibit A# (2) Exhibit B)(Sarko, Lynn)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1045387613 [Date=8/26/2005] [FileNumber=2567908-0] [9472fff255683c3216b8847144cea68eed8c2220514337808fba3a9b677ca610d01e2b5c19d9ebfa8816ff6650284f531da822824e97dd2de5b89dab82e4a1ef]]

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[STAMP dcecfStamp_ID=1045387613 [Date=8/26/2005] [FileNumber=2567908-1] [37e40d2e4e7e04de4d72d886e881ef31f496a814bd9383ed33534a2ed6b26b10c68ce85139766df5519b0e4df63a9c07d7c485e4fa354100e29748c8fbe170c1]]

Document description:Exhibit B

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[STAMP dcecfStamp_ID=1045387613 [Date=8/26/2005] [FileNumber=2567908-2] [4e294b6ec2b4406d3401b3c589a0f491f99efbf165fdb7a17a007fd13aaf7d95bead9e972857c970841b4bd109d2184854e4ddcee8ccf11b607bd1aaafec3e7]]

4:01-cv-3913 Notice will be electronically mailed to:

Linda L Addison laddison@fulbright.com, sfriday@fulbright.com

Thomas E Bilek tbilek@hb-legal.com, llockett@hb-legal.com

Barnes H Ellis bhellis@stoel.com, docketclerk@stoel.com;kpmckenzie@stoel.com

John G Emerson john@emersonpoynter.com, tanya@emersonpoynter.com

Roger B Greenberg rgreenberg@schwartz-junell.com, sdoring@schwartz-junell.com

Melinda Rich Harper mharper@fulbright.com

Taylor M Hicks , Jr thicks@hicks-thomas.com

Charles G King , III cking@kandplaw.com, kcasey@kandplaw.com

Thomas M Kirkendall bigtkirk@kir.com,

Jeff D Lefkowitz jlefkowitz@winstead.com,

Richard Eugene Norman rnorman@cdnlawfirm.com,

John R Paliga paliga.john@pbgc.gov, efile@pbgc.gov;perry.richard@pbgc.gov

Robin Springberg Parry parry.robin@dol.gov,

Blake E Rizzo brizzo@porterhedges.com, lwinter@porterhedges.com

Lynn Lincoln Sarko lsarko@kellerrohrback.com

Jacalyn D Scott jscott@wsd-law.com,

Craig Smyser rgoodson@skv.com

Diane M Sumoski dsumoski@ccsb.com, tmapes@ccsb.com

Damon Michael Young dmyoung64@aol.com,

4:01-cv-3913 Notice will be delivered by other means to:

Barry Abrams
Abrams Scott et al
700 Louisiana
Ste 4000
Houston, TX 77002

Rodney Acker
Jenkins & Gilchrist
1445 Ross Ave
Ste 3200
Dallas, TX 75202

Shannon M Barrett
O'Melveny Myers LLP
1625 Eye St NW
Washington, DC 20006

James D Baskin , III
The Baskin Law Firm
300 W 6th St
Ste 1950
Austin, TX 78701

Karl L Baumgardner
Whittenburg Whittenburg et al
PO Box 31718
Amarillo, TX 79120-1718

Steve W Berman
Hagens Berman Sobol Shapiro LLP
1301 Fifth Ave
Ste 2900
Seattle, WA 98101

Martin J Bienenstock
Weil Gotshal et al
767 Fifth Ave
New York, NY 10153

Gayle Anne Boone
Bracewell & Patterson
500 N Akard St
Ste 4000
Dallas, TX 75201-3387

Berry Dunbar Bowen
Attorney at Law
3014 Brazos St
Houston, TX 77006

David H Braff
Sullivan & Cromwell LLP
125 Broad St
New York, NY 10004-2498

George W Bramblett , Jr
Haynes Boone LLP
901 Main St
Ste 3100
Dallas, TX 75202-3789

Tzivia Brody
Stull Stull et al
6 East 45th St
Ste 500
New York, NY 10017

Robert Myrick Browning , Jr
Brown Sims PC
1177 W Loop S
10th Floor
Houston, TX 77027

David L Carden
Jones Day et al
222 E 41st St
New York, NY 10017-6702

Joseph Dawson Cheavens
Baker Botts
910 Louisiana
Ste 3000
Houston, TX 77002-4995

Richard W Clary
Cravath Swaine et al
825 Eighth Ave
New York, NY 10019

James E Coleman , Jr
Carrington Coleman et al
200 Crescent Ct
Ste 1500
Dallas, TX 75201

J Cal Courtney , Jr
Courtney and Associates
2016 State St
Houston, TX 77007

Tom Alan Cunningham
Cunningham Darlow et al
600 Travis
Ste 1700
Houston, TX 77002

Mark Jeffrey Dearman
Dearman & Gerson
150 N University Ave
Ste 200
Plantation, FL 33324

Richard Bruce Drubel , Jr
Boies Schiller et al
26 S Main St
Hanover, NH 03755

Dennis M Dylewski

Dylewski Douglass PC
909 Fannin
Ste 3750
Houston, TX 77010

W Neil Eggleston
Debevoise & Plimpton
555 13th St NW
Ste 1100E
Washington, DC 20004

Karen Bell Eisenberg
Zuckerman Spader LLP
100 E Pratt St
Ste 2440
Baltimore, MD 21202

John D Ellis , Jr
John D Ellis & Associates
1221 Lamar
Ste 620
Houston, TX 77010

Anthony C Epstein
Steptoe and Johnson
1330 Connecticut Ave NW
Washington, DC 20036

Lawrence David Finder
Haynes & Boone LLP
1221 McKinney
Ste 2100
Houston, TX 77010

Barry G Flynn
Attorney at Law
1300 Post Oak Blvd
Ste 750
Houston, TX 77056

Charles A Gall
Jenkins & Gilchrist
1445 Ross Ave
Ste 3200
Dallas, TX 75202-2799

Robin C Gibbs
Gibbs & Bruns
1100 Louisiana
Ste 5300
Houston, TX 77002

H Bruce Golden
Golden & Owens LLP
1221 McKinney St
Ste 3150
Houston, TX 77010-2010

Michael R Goodstein
Bailey Cavalieri LLC
10 W Broad St
Columbus, OH 43215

Eric D Green
Resolutions LLC
155 Federal Street
16th Floor
Boston, MA 02110

J Clifford Gunter , III
Bracewell & Giuliani
711 Louisiana
Ste 2300
Houston, TX 77002-2770

Russell Hardin , Jr
Rusty Hardin and Associates
1401 McKinney
Ste 2250
Houston, TX 77010

Robin L Harrison
Campbell Harrison et al
909 Fannin
Ste 4000
Houston, TX 77010

Timothy Hauser
US Dept of Labor
Office of the Solicitor
P O Box 1914
Washington, DC 20013

Robin D Hosea
1406 Second Street
Seabrook, TX 77586

Joseph John Hroch
Spencer & Associates PC
4635 Southwest Fwy
Ste 900
Houston, TX 77027

Philip T Inglima
Baach Robinson & Lewis PLLC
1201 F Street NW
Ste 500
Washington, DC 02004-1225

Joseph D Jamail , II
Jamail and Kolius
500 Dallas
Ste 3434
Houston, TX 77002

Deborah J Jeffrey
Zuckerman Spaeder LLP
1800 M St NW
10th Flr
Washington, DC 20036

Gregory Sean Jez
Fleming & Asoc LLP
1330 Post Oak Blvd
Ste 3030
Houston, TX 77056

Gregory P Joseph
Attorney at Law
805 Third Ave
31st Flr
New York, NY 10002

Sherwin Kaplan
Thelen Reid et al
701 Eighth Stree NW
Washington, DC 20001

Robert Q Keith
Keith & Weber
PO Box 155
Johnson City, TX 78636

Ron Kilgard
Keller Rohrback PLC
3101 N Central Ave
Ste 900
Phoenix, AZ 85012-2600

Marshall R King
Gibson Dunn et al
200 Park Ave
New York, NY 10166

C Jared Knight
Whittenburg Whittenburg et al
PO Box 31718
Amarillo, TX 79120-1718

Eliot Lauer
Curtis Mallet-Prevost et al
101 Park Ave
New York, NY 10178-0061

William S Lerach
Lerach Coughlin Stoia Geller et al
9601 Wilshire Bld
Ste 510
Los Angeles, CA 90210

Jan Nielsen Little
Keker & Van Nest LLP
710 Sansome St
San Francisco, CA 94111-1704

Gregory A Markel
Cadwalader Wickersham et al
One World Financial Ctr
New York, NY 10281

William F Martson
Tonkon Torp LLP
888 SW Fifth Ave
Ste 1600
Portland, OR 97204-2099

Randy J McClanahan
McClanahan & Clearman
700 Louisiana
Ste 4100
Houston, TX 77002

John J McKetta , III
Graves Dougherty et al
515 Congress Ave
Ste 2300
Austin, TX 78701

James D Miller
Clifford Chance US
31 W 52nd St
New York, NY 10019-6131

Richard Warren Mithoff , Jr

Mithoff and Jacks
500 Dallas
Ste 3450
Houston, TX 77002

Frank W Morgan
Morgan Law Offices
17 Twelve Pines Ct
The Woodlands, TX 77381

Donald J Myers
Reed Smith LLP
1301 K St NW
Ste 1100
Washington, DC 20005-3317

Eric J R Nichols
Beck Redden & Secrest
1221 McKinney
Ste 4500
Houston, TX 77010-2010

Jacks C Nickens
Nickens Keeton et al
600 Travis
Ste 7500
Houston, TX 77002

Jack O'Neill
Howery LLP
1111 Louisiana
25th Floor
Houston, TX 77002-5242

Paul J Ondrasik , Jr
Steptoe & Johnson LLP
1330 Conencticut Ave NW
Washington, DC 20036-1795

Randall Carroll Owens
Golden & Owens
1221 McKinney St
Ste 3150
Houston, TX 77010

Catherine E Palmer
Latham & Watkins
885 Third Ave @ 53rd St
New York, NY 10022-4802

Michael J Pucillo

Berman Devalerio et al
222 Lakeview Ave
Ste 900
West Palm Beach, FL 33401

Thomas C Rice
Simpson Thacher et al
425 Lexington Ave
New York City, NY 10017-3954

David E Ross
Kellogg Huber et al
1615 M St NW
Ste 400
Washington, DC 20036

B J Rothbaum
Hartzog Conger et al
201 Robert S Kerr
Ste 1600
Oklahoma City, OK 73102

Miles N Ruthberg
Latham & Watkins
633 W Fifth St
Ste 4000
Los Angeles, CA 90071-2007

Stephen M Saxon
Groom Law Group CHTD
1701 Pennsylvania Ave NW
Washington, DC 20006

Andrew M Schatz
Schatz & Noble PC
20 Church St
Ste 1700
Hartford, CT 06103

Michael Schloss
US Dept of Labor
Office of the Solicitor
200 Constitution Ave NW
Rm N-4611
Washington, DC 20210

Carolyn S Schwartz
U S Trustee, Region 2
33 Whitehall Street
Twenty-first Floor
New York, NY 10004

Erwin Seba
Dow Jones Newswires
600 Travis Street
Ste 1965
Houston, TX 77002

Bonnie E Spencer
Spencer and Associates
4635 Southwest Frwy
Ste 900
Houston, TX 77027

Robert M Stern
O Melveny Myers LLP
1625 Eye Street NW
Washington, DC 20006

John B Strasburger
Weil Gotshal and Manges
700 Louisiana
Ste 1600
Houston, TX 77002-2754

Robyn F Tarnofsky
Paul Weiss et al
1285 Ave of the Americas
New York, NY 10019-6064

Andy Wade Tindel
Provost Umphrey Law Firm LLP
112 E Line St
Ste 304
Tyler, TX 75702

Albert W Turnbull
Hogan & Hartson LLP
555 13th St NW
Washington, DC 20004

John K Villa
Williams & Connolly LLP
725 Twelfth St NW
Washington, DC 20005-5901

Karen M Wahle
O'Melveny & Myers
1625 Eye Street NW
Washington, DC 20006-4001

Peter Wald

Latham & Watkins
505 Montgomery St
Ste 1900
San Francisco, CA 94111-2566

Paul Thomas Warner
Reich & Binstock
4265 San Felipe
Ste 1000
Houston, TX 77027-0001

Herbert S Washer
Shearman & Sterling LLP
599 Lexington Ave
New York, NY 10022

Joseph H Weiss
Weiss and Yourman
551 Fifth Ave
Ste 1600
New York, NY 10176

Bradley Westmoreland
Attorney at Law
4544 Post Oak Pl
Ste 350
Houston, TX 77027

Joe R Whatley
Whatley Drake LLC
2323 2nd Ave N
Ste 1100
Birmingham, AL 35203-4601

Hugh R Whiting
Jones Day
717 Texas Ave
Ste 3300
Houston, TX 77002-2712

George Whittenburg
Whittenburg Whittenburg et al
PO Box 31718
Amarillo, TX 79120-1718

Ronald Gene Woods
Attorney at Law
5300 Memorial Dr
Ste 1000
Houston, TX 77007

James Eric Wren , III
Williams Squires et al
7901 Fish Pond Rd
2nd Fl
Waco, TX 76710

R Paul Yetter
Yetter and Warden
909 Fannin
Ste 3600
Houston, TX 77010

Roger E Zuckerman
Zuckerman Spaeder LLP
1800 M St NW
10th Flr
Washington, DC 20036

Diane da Cunha
KMZ Rosenman
575 Madison Ave
14th Floor
New York, NY 10002-2585