

MDL Master File 2022 CI 02879

**In Re CPS Energy Gas Supplier
Litigation** § **IN THE DISTRICT COURT OF**
 §
 § **407th JUDICIAL DISTRICT**
 §
 § **BEXAR COUNTY, TEXAS**

CAUSE No. 2021 CI 05138

CPS Energy, § **IN THE DISTRICT COURT OF**
 Plaintiff §

vs. § **407th JUDICIAL DISTRICT**
 §
Houston Pipe Line Company, LP and §
Oasis Pipeline, LP, §
 Defendants § **BEXAR COUNTY, TEXAS**

**AMENDED ORDER ON CPS ENERGY’S NO-EVIDENCE MOTION FOR SUMMARY
JUDGMENT ON ENERGY TRANSFER’S FRAUDULENT INDUCEMENT CLAIM and
ENERGY TRANSFER’S MOTION FOR SUMMARY JUDGMENT**

On April 22 and 23, 2024, the Court heard Plaintiff CPS Energy’s No-Evidence Motion For Summary Judgment On Energy Transfer’s Fraudulent Inducement Claim and Defendant Energy Transfer’s Motion For Summary Judgment, and the parties appeared through their respective attorneys and announced ready. The Court, having considered said motions, the responses thereto, and the argument of counsel, finds that the following orders should be entered on the parties’ motions:

1. Plaintiff CPS Energy’s motion for summary judgment on Defendant Energy Transfer’s fraudulent inducement claim should be DENIED.
2. Defendant Energy Transfer’s motion for summary judgment on Energy Transfer’s Energy’s breach of contract claim should be DENIED.
3. Defendant Energy Transfer’s motion for summary judgment on CPS Energy’s

affirmative defense that the contracts at issue are unconscionable should be DENIED.

4. Defendant Energy Transfer's motion for summary judgment on CPS Energy's affirmative defense that the contracts at issue are void on public policy grounds should be GRANTED.
5. Defendant Energy Transfer's motion for summary judgment on CPS Energy's declaratory judgment claims should be GRANTED.

It is therefore ORDERED that:

1. Plaintiff CPS Energy's motion for summary judgment on Defendant Energy Transfer's fraudulent inducement claim is DENIED.
2. Defendant Energy Transfer's motion for summary judgment on Energy Transfer's breach of contract claim is DENIED.
3. Defendant Energy Transfer's motion for summary judgment on CPS Energy's affirmative defense that the contracts at issue are unconscionable is DENIED.
4. Defendant Energy Transfer's motion for summary judgment on CPS Energy's affirmative defense that the contracts at issue are void on public policy grounds is GRANTED.
5. Defendant Energy Transfer's motion for summary judgment on CPS Energy's declaratory judgment claims is GRANTED.

SIGNED on this 19 day of February, 2025.



HON. JOHN SPECIA