

DYNEGY POWER AMERICA, INC., EASTEX COGENERATION LIMITED PARTNERSHIP, EASTMAN COGENERATION LP, ECTOR COUNTY ENERGY CENTER LLC, EI DU PONT DENEMOURS AND COMPANY (SRW), EIF CHANNELVIEW COGENERATION LLC, ELECTRIC TRANSMISSION TEXAS LLC, ENEL GREEN POWER ROADRUNNER PROJECT II LLC, ENGIE LONG DRAW SOLAR LLC, ENNIS POWER COMPANY LLC, ENTERGY TEXAS INC., EXELON GENERATION COMPANY, LLC, EXGEN HANDLEY POWER LLC, EXGEN TEXAS II POWER, LLC, EXGEN TEXAS POWER, LLC, EXXONMOBIL CORPORATION EXXONMOBIL REFINING & SUPPLY, EXXONMOBIL OIL CORPORATION, FLAT TOP WIND I LLC, FOARD CITY WIND LLC, FORMOSA UTILITY VENTURE LTD, FREEPORT POWER LIMITED, FRONTERA GENERATION LIMITED PARTNERSHIP, GENTEX POWER CORPORATION, GOODWELL WIND ENERGY PROJECT LLC, GRANDVIEW WIND FARM LLC, GREGORY POWER PARTNERS LLC, GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC., HAYS ENERGY LLC, HEART OF TEXAS WIND LLC, HIGH LONESOME WIND POWER LLC, HORSE HOLLOW WIND I LLC, HORSE HOLLOW WIND II LLC, HORSE HOLLOW WIND III LLC, INADALE WIND FARM LLC, INGLESIDE COGENERATION LP, IPA OPERATIONS INC, JAVELINA WIND ENERGY II LLC, KIOWA POWER PARTNERS LLC, LA CHALUPA LLC, LA FRONTERA HOLDINGS LLC, LAS LOMAS WIND PROJECT LLC, LCRA TRANSMISSION SERVICES CORPORATION, LIGHTHOUSE ELECTRIC COOPERATIVE, INC., LIVE OAK WIND PROJECT LLC, LOCKETT WINDFARM LLC, LOGAN'S GAP WIND LLC, LONE STAR TRANSMISSION, LLC, LONGHORN WIND PROJECT LLC, LOS VIENTOS WINDPOWER 1A LLC, LOS VIENTOS WINDPOWER 1B LLC, LOS VIENTOS WINDPOWER III LLC, LOS VIENTOS WINDPOWER IV LLC,

LUMINANT GENERATION COMPANY LLC, MAGIC VALLEY WIND FARM I LLC, MARYNEAL WINDPOWER LLC, MAVERICK CREEK WIND LLC, MEDINA ELECTRIC COPPERATIVE, INC, MESA POWER PAMPA LLC, MESQUITE CREEK WIND LLC, MESQUITE STAR SPECIAL LLC, MESQUITE WIND LLC , MESTENO WINDPOWER LLC, MIDLOTHIAN ENERGY LIMITED PARTNERSHIP, MIDWAY SOLAR LLC, MOUNTAIN CREEK POWER LLC, NAVARRO COUNTY ELECTRIC COOPERATIVE, INC, NOTREES WINDPOWER LP, NRG COTTONWOOD TENANT LLC, NRG ENERGY, INC., NRG SOUTH TEXAS LP, NRG TEXAS, LLC, NUECES BAY LLC, OAK GROVE MANAGEMENT COMPANY LLC, OCI SUNRAY LLC, ODESSA-ECTOR POWER PARTNERS LP, OKLAHOMA MUNICIPAL POWER AUTHORITY, ONCOR ELECTRIC DELIVERY COMPANY LLC, ONCOR ELECTRIC DELIVERY COMPANY NTU LLC, OPTIM ENERGY ALTURA COGEN LLC, PANDA SHERMAN POWER, LLC, PANDA TEMPLE POWER II LLC, PANTHER CREEK WIND FARM THREE LLC, PAPALOTE CREEK I LLC, PAPALOTE CREEK II LLC, PARIS GENERATION LP, PATRIOT WIND FARM LLC, PATTERN PANHANDLE WIND 2 LLC, PHR HOLDINGS LLC, POST OAK WIND LLC, PUMPKIN FARM WIND LLC, RATTLESNAKE WIND I LLC , RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC, RAYMOND WIND FARM LLC, RE MAPLEWOOD LLC, RE RAMBLER LLC, RELOJ DEL SOL WIND FARM LLC , RIO NOGALES POWER PROJECT LP, ROADRUNNER SOLAR PROJECT LLC, ROSCOE WIND FARM LLC, RUSK COUNTY ELECTRIC COOPERATIVE, INC., SAN PATRICIO ELECTRIC COOPERATIVE, INC., SANDY CREEK ENERGY ASSOCIATES LP, SE ARAGORN LLC, SEMPRA ENERGY, SHAKES SOLAR LLC, SHANNON WIND LLC, SOUTH PLAINS WIND ENERGY LLC, SOUTHWEST TEXAS ELECTRIC COOPERATIVE, INC., SOUTHWESTERN ELECTRIC

POWER COMPANY, SPINNING SPUR WIND THREE LLC, STELLA WIND FARM LLC, SWEENEY COGENERATION LLC, TEMPLE GENERATION I LLC, TENASKA FRONTIER PARTNERS LTD, TENASKA GATEWAY PARTNERS LTD, TEXAS ELECTRIC COOPERATIVE INC., TEXAS POWER GROUP LLC, TEXAS-NEW MEXICO POWER COMPANY, THE DOW CHEMICAL COMPANY, TRINITY HILLS WIND FARM LLC, TX HERE FORD WIND LLC, UPTON COUNTY SOLAR 2 LLC, UTILITY HOLDINGS, LLC, VISTRA ASSET COMPANY, LLC, VISTRA CORP., VISTRA PREFERRED, INC, VISTRA PREFERRED, INC, WESTERN TRAIL WIND LLC, WILDCAT CREEK WIND FARM LLC , WIND ENERGY TRANSMISSION TEXAS LLC, WISE COUNTY POWER COMPANY LLC, WOLF HOLLOW I POWER LLC, WOLF HOLLOW II POWER LLC and WOODWARD MOUNTAIN WIND LLC, their attorneys, agents, servants, and/or employees.

On this day, the Court considered Plaintiffs' Application for Temporary Restraining Order against Defendants. After examining the same, the Court finds that if a Temporary Restraining Order is not entered, Plaintiffs will suffer immediate and irreparable harm for which there is no adequate remedy at law as result of Defendants' conduct.

The Court expressly rejects a spoliation instruction, under the rubric set out in *Brookshire Brothers, Ltd. v. Aldridge*, 436 S.W.3d 9 (Tex. 2014), as constituting an adequate remedy at law. The Court is satisfied that Plaintiffs have set out a likelihood of

The Court further finds that Plaintiffs have shown a viable cause of action exists and there is a substantial likelihood that Plaintiffs will prevail at trial. The Court finds that the requested temporary restraining order is narrow in scope, and will preserve the status quo until the hearing on the application for temporary injunctive relief. The Court further finds that Plaintiffs' application for temporary restraining order is well-founded and shall be **GRANTED**, in part.

and further narrowed by the Court.

success on the merits at least as to certain of their claims, that the Petition is "verified" via the declaration of Mr. Brett Coon, counsel for Plaintiffs, and that Plaintiffs have demonstrated imminent and irreparable harm for which they have no adequate remedy at law.

The Court further finds that without injunctive relief restraining Defendant from tampering or destroying necessary evidence, Plaintiffs will be severely prejudiced in presenting and proving their case.

The Court further finds that without injunctive relief, Plaintiffs will suffer probable, imminent and irreparable injury.

Based on the application submitted to the Court, this Court finds good cause for the issuance of immediate injunctive restraints and relief.

IT IS THEREFORE ORDERED that:

Defendants are immediately restrained from deleting, changing, altering or destroying the following documents and data:

- ~~1. All communications with the Electrical Reliability Commission of Texas (“ERCOT”) regarding the impending storm “Uri,” from January 15, 2021 to March 1, 2021.~~
- ~~2. All documents sent to and/or exchanged with the Electrical Reliability Commission of Texas (“ERCOT”) regarding the power outages from January 15, 2021 to March 1, 2021.~~
- ~~3. All communications with the Electrical Reliability Commission of Texas (“ERCOT”) regarding “load shedding,” from January 15, 2021 to March 1, 2021.~~
4. All documents identifying when any power generation facilities/plants went off-line and the reason(s) why this occurred from January 15, 2021 to March 1, 2021.
5. All documents identifying when any power generation facility/plant were taken off-line for maintenance and the specific reasons why this occurred from January 15, 2021 to March 1, 2021.
6. All documents reflecting when any gas-supply shortage led to any power generation facility/plant going off-line from January 15, 2021 to March 1, 2021.
7. All documents reflecting when any power generation facility/plant went off-line because of weather-related failures and/or identifying the reasons for such weather-related failures from January 15, 2021 to March 1, 2021.
8. All documents relating to any consideration to weatherize any power generation facilities/plants and/or transmission/distribution lines operated by any named Defendant from ~~1999~~ to the present.
^ January 1, 2010
- ~~9. All communications with any employees of the City of Houston, Harris County, any employee of any other city, any employee of the State of Texas or any agency of the Texas state government, regarding power outages from February 1, 2021 to March 1, 2021.~~

~~10. All communications made to the general public or Defendants' customers in any form, including without limitation, communications made via social media platforms such as Facebook, Twitter or Instagram regarding power outages, "rolling blackouts," and restoration of power, from February 1, 2021 to March 1, 2021.~~

11. Defendants' policies and procedures for decision-making on choosing where to reduce or shut-off power when there is a power shortage in place, as of February 14, 2021 to February 21, 2021.

12. Audio recordings of all calls with Defendants' customers regarding loss of power, for the period of February 1, 2021 to March 1, 2021.

It is further ORDERED that to the extent any Defendant has a document retention policy that allows for destruction of any above-listed document before the expiration of this Temporary Restraining Order, this Order hereby ~~SUSPENDS~~ any such policy and each Defendant is hereby RESTRAINED from any such destruction. This order applies to Defendants, its attorneys, agents, servants, employees, contractors, owners, managers, and/or those acting in concert with Defendants. **IT IS FURTHER ORDERED** that this order shall be effective until the earlier of fourteen (14) days from the date set forth below, or the date the Court issues a ruling on Plaintiffs' request

for a temporary injunction after proper notice to Defendants.

IT IS FURTHER ORDERED that Plaintiffs' Application for Temporary Injunction shall be heard on May 17, 2021, at 9:00 o'clock a.m., in the Courtroom of the 157th Judicial District Court of Harris County, Texas, by Zoom (link to be provided, and livestream for the public is also available) to show cause, if there be any, why a temporary injunction should not be issued as requested by Plaintiffs.

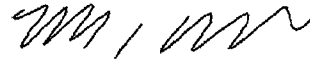
IT IS FURTHER ORDERED that the Clerk of the Court shall issue a show-cause notice to Defendant to appear at the hearing on Plaintiffs' application for temporary injunction.

IT IS FURTHER ORDERED that the Clerk of the Court shall, on the filing by Plaintiffs the required bond, and upon approving the same according to the law, issue a temporary restraining order containing mandatory injunctive relief in conformity with the law and the terms of this order.

IT IS FURTHER ORDERED that Plaintiffs shall execute and file with the Clerk of the Court a bond in conformity with the law and in the amount of \$ 10,000.00.

SIGNED on this the _____ day of _____, 2021, at _____ o'clock ____ .m.

Signed:
3/5/2021
4:13 PM

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

JUDGE PRESIDING