

2021CI05262

W JD

CAUSE NO. _____

CPS ENERGY

Plaintiff,

v.

EDF TRADING NORTH AMERICA, LLC

Defendant.

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

BEXAR COUNTY, TEXAS

45th JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION FOR DECLARATORY RELIEF AND
VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND
TEMPORARY INJUNCTION**

Plaintiff CPS Energy, a gas and electric utility owned by the City of San Antonio, files its Original Petition for Declaratory Relief and Verified Application for Temporary Restraining Order and Temporary Injunction against EDF Trading North America, LLC (“**EDF Trading**” or “**Defendant**”).

INTRODUCTION

In mid-February 2021, San Antonio endured a catastrophic winter storm that effectively broke the natural gas market. Governor Abbott declared a disaster for all 254 counties in the State of Texas in anticipation of the impending winter weather. In the days that followed, over four million Texans lost power as temperatures plunged to the single digits. As temperatures fell, the demand for natural gas rose so high and supply fell so low that normal market conditions collapsed. Natural gas prices quickly swung from lawful commercial terms to unlawful and unconscionable price gouging over a period of days.

Plaintiff CPS Energy is a municipally-owned gas and electric utility that purchases natural gas to meet the needs of its customers across Bexar County and beyond. As a public utility, CPS Energy had no choice but to continue to purchase natural gas to meet its customers’ critical human

needs during the disaster regardless of the price. This lawsuit seeks to protect CPS Energy's customers from the unlawful and unconscionable price gouging that occurred during the winter storm.

On February 10, 2021, prices in the next-day natural gas market for delivery on February 11, 2021 hit \$3.25 per million British thermal units (“**MMBtu**”). Just two days later, coincident with Governor Abbott's disaster declaration, prices in the next-day market rose to unimagined levels for deliveries over the holiday weekend. Texas law prohibits profiteering from a declared disaster, making it unlawful for sellers to engage in price gouging to take advantage of high demand for essential goods like fuel.

While CPS Energy had no choice but to continue purchasing natural gas to meet the essential needs of its customers, Defendant chose to sell natural gas to CPS Energy during the 2021 winter disaster at exorbitant, unlawful, and unconscionable prices. Indeed, *EDF Trading's price for natural gas swung by 5,400% in a single invoice.*

This led to CPS Energy receiving an unprecedented natural gas bill as recognized by the (now former) Commissioner of the Public Utility Commission of Texas: “San Antonio had some really big gas bills, a fairly large electric bill. They've got a lot of money. They're fine.”¹ But charging a municipally-owned utility exorbitant prices that may ultimately have to be borne by its customers – the people of San Antonio and surrounding areas – is unacceptable and CPS Energy is bringing this suit to ensure its constituents are not left to foot the bill.

As of the filing of this Petition, in accordance with the express provisions of its contract with Defendant, CPS Energy has paid the lawful price for its natural gas purchases from Defendant

¹ Loren Steffy, *Some on Wall Street Profited off Texas Blackouts*, TEXAS MONTHLY (Mar. 16, 2021) <https://www.texasmonthly.com/news-politics/wall-street-profited-off-texas-blackouts/> (audio recording within the article at 17:30).

during February 2021 and is disputing the remainder, which represents unlawful, unconscionable prices under Texas law. Indeed, ahead of the scheduled due date, CPS Energy paid Defendant for all charges up to a price of \$38.83/MMBtu, which represents the outer reaches of any commercially justified price for natural gas (the “**Unlawful Price Threshold**”). Nothing more is due.

CPS Energy seeks relief from this Court in the event that Defendant elects to pursue an unlawful windfall over and above what it already has been paid.

DISCOVERY CONTROL PLAN

1. CPS Energy intends to conduct discovery in this matter under Level 3 of Texas Rule of Civil Procedure 190.4, and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169.

2. In accordance with Rule 47(c) of the Texas Rules of Civil Procedure, CPS Energy states that it seeks monetary relief over \$1,000,000.00. CPS Energy seeks declaratory relief, equitable relief, injunctive relief, and attorneys’ fees and costs. Nothing in this paragraph is intended to limit the scope of the relief sought in this Petition, as it may be amended.

PARTIES

3. San Antonio is the seventh-largest city in the United States and the second-most populous city in Texas. CPS Energy, its municipally-owned electric and gas utility, serves more than 2,000,000 residents, 820,000 electric customers, and 345,000 natural gas customers in its service territory. It is the nation’s largest municipally-owned electric and gas utility. CPS Energy has a long history of service in the San Antonio area spanning more than 161 years. It is guided by an independent Board of Trustees. Its service area includes not only San Antonio but also 31 other municipalities in and around the metropolitan area encompassing all of Bexar County and portions of seven adjacent counties.

4. Defendant EDF Trading North America, LLC is a Texas Limited Liability Corporation with its principal place of business in Houston, Texas. EDF Trading North America, LLC may be served through its registered agent for service, Capitol Corporate Services, Inc., 206 E. 9th Street, Suite 1300, Austin, TX 78701-4411.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction because CPS Energy is seeking an amount in excess of the minimum jurisdictional requirements of this Court.

6. Venue is proper because all or a substantial part of the events giving rise to the dispute occurred in Bexar County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1).

BACKGROUND

A. The February State Declared Disaster and Its Impact

7. In February 2021, the continental United States experienced a severe winter storm that meteorologists characterized as the most significant in terms of scope and duration since monitoring of these weather phenomena began in the 1950s. As a result of this winter storm, Texas experienced statewide, record-breaking cold weather, with San Antonio having three consecutive days of record low temperatures, during which the wind chills fell as low as -6 degrees Fahrenheit.

8. In anticipation of the winter storm, on February 12, 2021, Governor Abbott declared a state of disaster for all 254 counties within the State due to the prolonged freezing temperatures, heavy snow, and freezing rain statewide.² The worst of the winter storm event spanned February 13, 2021 through February 19, 2021 (“**February State Declared Disaster**”).

² Press Release, *Governor Abbott Issues Disaster Declaration, Continues to Deploy Resources As Severe Winter Weather Impacts Texas*, OFFICE OF THE TEXAS GOVERNOR (Sept. 26, 2019, 8:08 PM) <https://gov.texas.gov/news/post/governor-abbott-issues-disaster-declaration-continues-to-deploy-resources-as-severe-winter-weather-impacts-texas>.

The severe cold weather of the February State Declared Disaster began moderating by February 18.

9. The February State Declared Disaster was so extreme that it caused the market to stop functioning (*i.e.*, the price ceased impacting demand³) thereby creating an “opportunity” for willing gas suppliers and marketers to grossly inflate prices and then hold in place those exorbitant prices knowing full well that public utilities, such as CPS Energy, had no choice but to purchase gas regardless of how exorbitant the price in order to continue to serve their customers. Simply put, there is a point when scarcity pricing becomes unlawful price gouging – which is precisely what occurred with the natural gas prices charged by Defendant during the February State Declared Disaster.

B. CPS Energy’s Contract with EDF Trading

10. CPS Energy purchases natural gas from a variety of suppliers, including Defendant. That relationship is governed by the Base Contract for Sale and Purchase of Natural Gas that CPS Energy and Defendant entered on August 1, 2007, as amended (the “**Contract**”). The Contract itself does not set the price for CPS Energy’s purchases of natural gas. Terms for individual transactions are memorialized in “Transaction Confirmations” that specify the quantity to be delivered by Defendant at a specified price, at a specified delivery point for a specified term. The price CPS Energy pays for natural gas is either a fixed price based on current market conditions or tied directly to a daily price index selected by the parties for pricing on a given day.

³ At times of extreme demand and limited supply, scarcity pricing can occur. Scarcity pricing, in and of itself, is not a problem. It is, often-times, a sign that the market is working. In short, the market usually works when the framework within which the market operates has accounted for the circumstances of the day. However, when extraordinary circumstances arise that were not contemplated when the market rules were established – such as times of extreme demand and limited supply due to a severe weather crisis – it can lead to scarcity pricing elevated to such a degree that the market ceases to function.

11. The Contract includes a disputed payment provision under Section 7.4 which gives the parties a contractual mechanism to challenge invoiced amounts. Specifically, Section 7.4 provides that:

[I]f the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed.

Notably, a buyer's good faith dispute of the amount charged for gas in accordance with Section 7.4 does not constitute a failure to pay giving rise to a payment default under the Contract.

C. EDF Trading's February State Declared Disaster Invoice

12. Under the Contract, Defendant is required to invoice CPS Energy for gas delivered in the preceding month, along with documentation acceptable in industry practice to support the amounts charged. CPS Energy must then remit payment for all conceded amounts on or before the later of the 25th of the month or 10 days after receipt of an invoice. Notably, the Contract expressly contemplates CPS Energy's right to dispute any amounts that are not conceded (as quoted above).

13. Defendant sent CPS Energy an invoice⁴ for gas it delivered in February 2021 (the "**Invoice**"). The Invoice reflects transactions for gas delivered between February 12 and February 22 – with prices ranging from \$4.70-\$258.49/MMBtu. That is a **5,400%** swing in Defendant's pricing in a single invoice.

⁴ Invoice No. 1276196.

D. CPS Energy’s Payments

14. On March 22, 2021, CPS Energy sent a letter to Defendant under Section 7.4 of the Contract disputing the Invoice. The Invoice covers multiple transactions throughout February. The following table reflects disputed transactions for which the gas delivered was invoiced at prices in excess of the Unlawful Price Threshold:

<u>Dates Delivered</u>	<u>Price Defendant Charged</u> (per MMBtu)
February 13-16	\$163.00
February 17	\$258.49
February 18	\$216.54
February 19	\$62.50

With respect to the listed transactions, CPS Energy will tender payment in the amount of \$38.83/MMBtu. For other transactions where less than \$38.83/MMBtu was charged, CPS Energy will promptly pay the full invoice price, yielding a total payment to Defendant in the amount of \$3,436,437.60.^{5,6}

15. CPS Energy is not required to pay for natural gas at commercially unreasonable, unconscionable, and unlawful prices. As such, CPS Energy conducted a comprehensive analysis, including a review of (i) the increases in pricing of natural gas during prior natural disasters in Texas; (ii) a review of the increases in pricing for other essential products during prior natural disasters; and (iii) a review of price gouging statutes of other states.

16. CPS Energy’s payment of \$38.83/MMBtu for natural gas purchased during the February State Declared Disaster is 1,095% more than the prevailing price of natural gas two days

⁵ CPS Energy’s payment may be subject to volume related adjustment.

⁶ The payment will be made today.

before Governor Abbott declared a state of disaster⁷ and 911% more than the price the day after the storm ended.⁸ Even so, the difference between what Defendant charged during the February State Declared Disaster and the \$38.83/MMBtu CPS Energy paid Defendant under its Invoice is \$9,659,060.20.

E. Protection Against Unlawful Prices

17. By any objective standard, the prices Defendant charged CPS Energy (and presumably expects CPS Energy to pass on to its customers) for the fuel necessary to heat homes and generate electricity during the February State Declared Disaster were excessive, exorbitant, gross, and shocking, and are therefore, unconscionable and amount to unlawful price gouging in violation of Texas public policy. Although the February State Declared Disaster was rare, the legal doctrines that guard against unlawful pricing and unconscionable market excesses are firmly rooted.

18. Texas, like 35 other states, has declared it illegal for the providers of essential goods and services to charge excessive prices during a declared disaster when businesses and consumers are at the mercy of those providers. Texas's public policy against price gouging during a declared disaster is reflected in its statutes. For instance, section 17.46 of the Texas Deceptive Trade Practices Act (the "**DTPA**") provides that it is unlawful to take advantage of a disaster declared by the Governor under Chapter 418 of the Government Code by: "(A) selling or leasing fuel . . . or another necessity at an exorbitant or excessive price; or (B) demanding an exorbitant or

⁷ As listed on the Houston Ship Channel Index on February 10, 2021.

⁸ As listed on the Houston Ship Channel Index on February 20, 2021. To put that in perspective, just last week, the State of Texas filed a price gouging lawsuit against a hotel for increasing rates by 169% during the February State Declared Disaster.

excessive price in connection with the sale or lease of fuel . . . or another necessity.” TEX. BUS. & COM. CODE § 17.46(b)(27).

19. Communications from the Texas Attorney General’s Office further highlight that profiteering from scarcity during a declared disaster violates Texas public policy. The Attorney General’s website, for example, declares price gouging during a statewide disaster “illegal,” and states that “if a disaster has been declared by the Governor of Texas or the President, and businesses raise the price of their products to exorbitant or excessive rates to take advantage of the disaster declaration, then it is quite likely that price gouging is taking place.”⁹

20. More fundamentally, unconscionable contracts have long been unenforceable under Texas law. *See In re Poly-Am., L.P.*, 262 S.W.3d 337, 349 (Tex. 2008) (“[U]nconscionability...has been recognized and applied by this Court for well over a century.”); *see also* TEX. BUS. & COM. CODE § 2.302. A contract term is unconscionable and, thus, unenforceable if “given the parties’ general commercial background and the commercial needs of the particular trade or case, the clause involved is so one-sided that it is unconscionable under the circumstances existing when the parties made the contract.” *In re Poly Am.*, 262 S.W.3d at 348. To determine unconscionability, courts must examine the contract or clause’s “commercial setting, purpose and effect,” as well as the “entire atmosphere in which the agreement was made.” TEX. BUS. & COM. CODE § 2.302(b); *Aalok Anita, Inc. v. Shell Oil Co.*, No. 14-95-00682-CV, 1996 WL 544424, at *3 (Tex. App.—Houston [14th Dist.] Sept. 26, 1996, no writ).¹⁰

⁹ *How to Spot and Report Price Gouging*, KEN PAXTON ATTORNEY GENERAL OF TEXAS, <https://www.texasattorneygeneral.gov/consumer-protection/disaster-and-emergency-scams/how-spot-and-report-price-gouging> (last visited March 20, 2021).

¹⁰ A contract provision is unenforceable if it is both procedurally and substantively unconscionable. Factors courts consider in determining procedural unconscionability include (i) the presence of deception, overreaching, or sharp business practices; (ii) the absence of a viable alternative; and (iii) the non-bargaining ability of one party. Substantive unconscionability focuses on the fairness of the contract provision and asks whether it is sufficiently shocking or gross to justify court intervention.

21. Here, during the February State Declared Disaster, CPS Energy had no bargaining power – it had to pay Defendant’s outrageous prices in order to keep the lights and heat on in homes in its service area and to continue delivering natural gas to its customers. When homes and businesses were at Defendant’s mercy, it charged CPS Energy natural gas prices that were unconscionable and reflect nothing more than opportunistic price gouging.

F. EDF Trading’s Disingenuous Demand for Adequate Assurance

22. On February 23, 2021, Defendant sent an email to CPS Energy requesting that CPS Energy provide “performance assurances” under the terms of the Contract, stating: “Based on the attached news articles disclosing the issues with the South Texas Project and comments by Chief Executive Paula Gold-Williams, we feel there is sufficient cause to ask for performance assurance under the terms of the NAESB.”

23. This was clearly a bad-faith attempt by Defendant to effectively accelerate collection under the disputed invoice from CPS Energy and preempt the disputed payment provision under Section 7.4 of the Contract. Under the Contract, EDF must have “reasonable grounds for insecurity regarding [CPS Energy’s] performance of” its payment obligations. Defendant had no reasonable basis for questioning CPS Energy’s financial security and this was clearly an attempt to circumvent CPS Energy’s rights under Section 7.4.

24. As indicated above, CPS Energy affirmatively states to this Court that it has timely paid all undisputed amounts due to Defendant under the Contract and during the pendency of this dispute, CPS Energy is and will only withhold amounts that it disputes in good faith as expressly permitted by the Contract. Such action being expressly authorized by the terms of the Contract, cannot form the basis of an alleged default under that same Contract.

25. CPS Energy must seek to protect its customers from unconscionable and unlawful prices. The only mechanism available to CPS Energy, as a municipally owned utility, to recover the costs it incurs in providing electricity and natural gas services from the customers it serves. Absent action by this Court to nullify Defendant's price gouging, Defendant will be incentivized to view future gubernatorially declared disasters as opportunities for profit. Further, it will render future declarations meaningless relative to their statutorily prescribed purpose of protecting Texans from predatory pricing.

CAUSE OF ACTION

COUNT I – DECLARATORY JUDGMENT

26. CPS Energy realleges and incorporates each allegation set forth above.

27. To the extent Defendant does not accept CPS Energy's payment as full and final resolution of the Invoice, CPS Energy respectfully asks for the following declarations:

- a. CPS Energy is only required to pay prices for fuel obtained pursuant to the Contract and any Transaction Confirmation that are conscionable and lawful.
- b. CPS Energy disputes, in good faith, a portion of the amount stated in the Invoice under Section 7.4 of the Contract, thereby initiating Section 7.4's dispute resolution process.
- c. A good faith dispute under Section 7.4 of the Contract does not constitute a default under the Contract.

VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER

28. CPS Energy realleges and incorporates each allegation set forth above.

29. CPS Energy's application for Temporary Restraining Order ("**TRO**") is authorized by TEX. CIV. PRAC. & REM. CODE § 65.011 because:

- a. CPS Energy is entitled to the injunctive relief demanded below and all or part of the relief requires the restraint of some act prejudicial to CPS Energy;

- b. Defendant is likely to perform an act, to wit, wrongfully declaring a default relating to the subject of the pending litigation, in violation of CPS Energy's right to withhold payments disputed in good faith, and that act would tend to render the judgment in this litigation ineffectual; and
- c. Immediate and irreparable injury to CPS Energy's property is threatened, irrespective of any remedy at law.

30. CPS Energy has a probable right to the injunctive relief sought in this lawsuit and no adequate remedy at law. Price gouging during a state declared disaster is unlawful and against public policy in Texas, and the prices Defendant charged during the February State Declared Disaster are procedurally and substantively unconscionable. Defendant can make no colorable argument that charging prices for natural gas in excess of \$38.83/MMBtu during the February State Declared Disaster was not unconscionable and unlawful price gouging.

31. The wrongful declaration of a default based upon CPS Energy's reliance upon the Contract's dispute resolution process will endanger CPS Energy's compliance with certain covenants in its debt and financing documents under which CPS Energy accesses necessary liquidity to perform operational and management duties. An erroneous declaration of default could also further jeopardize CPS Energy's capital markets credit ratings, which dictate access to and the price of capital market borrowings. These injuries would be irreparable and impossible to fully quantify in damages.

32. A TRO restraining Defendant from declaring a default under the Contract will not result in any conceivable harm to Defendant. Defendant will be paid all lawful amounts due from CPS Energy. Defendant will not be restrained from pursuing any remedies it believes are available to it to collect the unlawful amounts withheld by CPS Energy. The declaration of a default by Defendant will not be of any aid to Defendant in pursuing and preserving its rights in this lawsuit. On the other hand, however, not granting the TRO restraining Defendant from declaring a default will likely result in irreparable harm to CPS Energy.

33. CPS Energy asks this Court to grant a TRO to prevent immediate, irreparable harm to CPS Energy and to preserve the status quo by restraining Defendant, its agents, servants, employees, and board members from directly or indirectly:

- a. Declaring CPS Energy in default based upon CPS Energy's lawful exercise of its rights under the Contract's dispute resolution provision; or
- b. Taking any action to declare a default against CPS Energy for non-payment of the disputed amounts prior to the final resolution of the disputes between the parties in this lawsuit.

34. This request for injunctive relief is supported by the Declaration of Frank Almaraz. See EXHIBIT A.

35. CPS Energy requests that this Court grant the TRO *ex parte* because it clearly appears from facts as verified in the attached affidavit that notifying Defendant or its counsel of this petition would cause immediate and irreparable harm to CPS Energy. TEX. R. CIV. P. 680; Bexar Cty. Loc. R. 6(C)(4).

36. CPS Energy is willing to post a bond in support of this Verified Emergency Application for TRO and in this regard respectfully submits that \$1,000 will be sufficient security while this case is pending as CPS Energy is currently paying all of its legitimate bills. Because the disputed amounts invoiced by Defendant to CPS Energy are unlawful and invalid, any attempt by Defendant to argue for a bond in the amount of those disputed amounts is likewise invalid.

APPLICATION FOR TEMPORARY INJUNCTION

37. CPS Energy asks the Court to set its application for temporary injunction for hearing on the same grounds as the temporary restraining order set forth herein and, after the hearing, issue a temporary injunction against Defendant for the same relief until the time of trial.

CONDITIONS PRECEDENT

38. All conditions precedent to CPS Energy's claim for relief have been performed or have occurred.

JURY DEMAND

39. Plaintiff hereby demands a trial by jury.

CONCLUSION AND PRAYER

40. For these reasons, CPS Energy asks that Defendant be cited to appear and answer, and that CPS Energy be awarded the following relief against Defendant:

- a. Temporary restraining order;
- b. Temporary injunction;
- c. Declaratory judgments;
- d. Court costs;
- e. Reasonable attorneys' fees; and
- f. All other relief, general or special, at law or in equity to which CPS Energy may be justly entitled.

Dated: March 22, 2021

Respectfully submitted,

/s/Lauren A. Valkenaar

Lauren A. Valkenaar

Texas Bar No. 24088570

Blake W. Stribling

Texas Bar No. 24070691

Barry A. Chasnoff

Texas Bar No. 04153500

Adam C. Kiehne

Texas Bar No. 24054926

Adrianna Jimenez

Texas Bar No. 24110050

CHASNOFF | STRIBLING, LLP

1020 N.E. Loop 410, Suite 150

San Antonio, Texas 78209

Telephone: 210-469-4155

Facsimile: 210-855-9898

lvalkenaar@chasnoffstribling.com

bstribling@chasnoffmungia.com

bchasnoff@chasnoffstribling.com

akiehne@chasnoffstribling.com

ajimenez@chasnoffstribling.com

Counsel for Plaintiff CPS Energy

Cause No. _____

CPS ENERGY

Plaintiff,

v.

EDF TRADING NORTH AMERICA, LLC

Defendant.

§ IN THE DISTRICT COURT OF
§
§
§
§ BEXAR COUNTY, TEXAS
§
§
§
§ _____ JUDICIAL DISTRICT

VERIFICATION DECLARATION OF FRANK ALMARAZ

1. My name is Frank Almaraz. I am over 18 years of age, of sound mind, and capable of making this declaration.

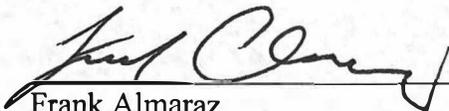
2. I am the Chief Power, Sustainability, & Business Development Officer for CPS Energy. In that capacity, I am familiar with CPS Energy’s operations related to energy generation and natural gas service. I am also familiar with and involved in CPS Energy’s purchases of natural gas for energy generation and natural gas service.

3. I have reviewed Plaintiff’s Original Petition and Application for Temporary Restraining Order and Temporary Injunction against defendant EDF Trading North America, LLC. The facts stated therein are within my personal knowledge and are true and correct.

JURAT

My name is Frank Almaraz. My date of birth is August 27, 1978, and my address for purposes of this declaration is 500 McCullough Ave., San Antonio, Texas 78215. I declare under penalty of perjury that the foregoing statements are true and correct.

Executed in Bexar County, Texas, on March 22, 2021.



Frank Almaraz
Declarant

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED CPS Energy v. EDF Trading North America, LLC

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:	Names of parties in case:	Person or entity completing sheet is:
Name: _____ <u>Lauren A. Valkenaar</u> Email: _____ <u>lvalkenaar@chasnoffstribling.com</u> Address: <u>Chasnoff Stribling</u> <u>1020 NE Loop 410, Suite 150</u> Telephone: _____ <u>210-469-4155</u> City/State/Zip: _____ <u>San Antonio, TX 78209</u> Fax: _____ <u>210-855-9898</u> Signature: _____ <u>/s/ Lauren A. Valkenaar</u> State Bar No: _____ <u>24088570</u>	Plaintiff(s)/Petitioner(s): _____ <u>CPS Energy</u> Defendant(s)/Respondent(s): _____ <u>EDF Trading North America, LLC</u>	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____
[Attach additional page as necessary to list all parties]		

2. Indicate case type, or identify the most important issue in the case (select only 1):			
Civil		Family Law	
Contract	Injury or Damage	Real Property	Marriage Relationship
Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input checked="" type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____ <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____
Employment	Other Civil		Parent-Child Relationship
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____		<input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Tax	Probate & Mental Health		
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____		

3. Indicate procedure or remedy, if applicable (may select more than 1):		
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input checked="" type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover

4. Indicate damages sought (do not select if it is a family law case):
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000