

Docket No. X03 HHD-CV-17-6075408-S

LYDIA GRUBER,
on behalf of herself and all others
similarly situated,
Plaintiff,

v.

STARION ENERGY, INC.
Defendant.

: SUPERIOR COURT
:
: JUDICIAL DISTRICT OF HARTFORD
:
:
:
:
:
:
:

SETTLEMENT AGREEMENT

DEFINITIONS

§ 1. This Settlement Agreement is made and entered into by and between the undersigned parties, the Plaintiff and the Defendant, on this 1st day of January, 2017.

§ 2. “Action” means the action entitled *Lydia Gruber et al. v. Starion Energy, Inc.*, Case No. HHD-CV-17-6075408-S, pending in the Superior Court of the Judicial District of Hartford, State of Connecticut.

§ 3. “Claims Period” shall mean the period of time during which the Settlement Agreement is in effect, beginning on the date of the entry of the Settlement Agreement and ending on the date of the expiration of the Settlement Agreement, or such other date as may be determined by the parties.

§ 4. “Class Member(s)” means all persons who are members of the Class as determined by the Court.

§ 5. “Class Period” shall mean the period of time during which the Settlement Agreement is in effect, beginning on the date of the entry of the Settlement Agreement and ending on the date of the expiration of the Settlement Agreement, or such other date as may be determined by the parties.

“Final Fairness Hearing” means the hearing in the Action for the Court to

conduct a fair and orderly

“Judgment” means the Final Judgment to be entered in the Action in

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“Notice” means the Notice of Pendency of Proposed Settlement of Class

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“Notice Date” shall mean the date, not more than 45 days after the entry of

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“Plaintiff” is a

“Preliminary Approval Order” means the Order Preliminarily Approving

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“Proposed Class Counsel” means Robert A. IZARD

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“Released claims” means all claims and other matters released in and by

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RECITALS

GRUBER FEDERAL CASE

a defendant's primary and sole business activity was the sale of energy services. Defendant's motion to dismiss Plaintiff's Federal Complaint). Defendant filed its Motion to Dismiss on June 22, 2015; Plaintiff opposed Defendant's motion on July 13, 2015; and the Court held oral argument and denied Defendant's

Defendant's CFO and corporate designee.

Exhibit A

Exhibits A through D are attached hereto as part of Plaintiff's motion.

and damages analysis by Plaintiff and the deposition of one of Plaintiff's retained experts may be required.

WINDLEY FEDERAL CASE

1. **Introduction**
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 4. **Results**
 5. **Discussion**
 6. **Conclusion**
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Settlement Consideration

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factors in Starion's determination of electricity rates. This provision and the injunctive

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Establishment of the Settlement Fund

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Termination of Settlement

§ 1005.10 (b) (1) (i) The court shall determine whether the settlement is in the best interests of the parties and whether the settlement is fair and reasonable. The court shall consider the following factors: (A) the age and health of the parties; (B) the complexity of the litigation; (C) the cost of the litigation; (D) the time and expense of the litigation; (E) the likelihood of success on the merits; (F) the desirability of a prompt resolution of the dispute; (G) the relative positions of the parties; (H) the public interest; and (I) any other factors that the court deems relevant. The court shall also consider the views of the parties and their attorneys. If the court determines that the settlement is in the best interests of the parties and is fair and reasonable, it shall enter an order terminating the settlement. If the court determines that the settlement is not in the best interests of the parties or is not fair and reasonable, it shall enter an order denying the settlement. The court's ruling shall be subject to appeal.

§ 1005.10 (b) (2) (i) If the court determines that the settlement is in the best interests of the parties and is fair and reasonable, it shall enter an order terminating the settlement. If the court determines that the settlement is not in the best interests of the parties or is not fair and reasonable, it shall enter an order denying the settlement. The court's ruling shall be subject to appeal. If the court determines that the settlement is in the best interests of the parties and is fair and reasonable, it shall enter an order terminating the settlement. If the court determines that the settlement is not in the best interests of the parties or is not fair and reasonable, it shall enter an order denying the settlement. The court's ruling shall be subject to appeal.

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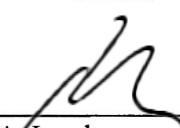
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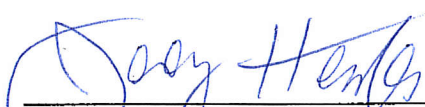
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62. This Settlement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

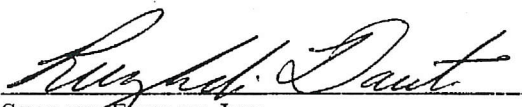
IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated this the 9th day of ~~April~~ ^{May}, 2017.


Robert A. Izard
Craig A. Raabe
Seth R. Klein
IZARD KINDALL & RAABE LLP
29 South Main Street, Suite 305
West Hartford, CT 06107
Tel: (860) 493-6292


Jeremy Heisler
Andrew Melzer
Michael Palmer
David Tracey
SANFORD HEISLER SHARP, LLP
1350 Avenue of the Americas, 31st Fl.
New York, NY 10019
Tel: (646) 402-5650

Attorneys for Plaintiff and the Class


STARION ENERGY, INC.
P.O. Box 845
Middlebury, CT 06742

By (print):

Title (print):

Defendant

APPROVED AS TO FORM:

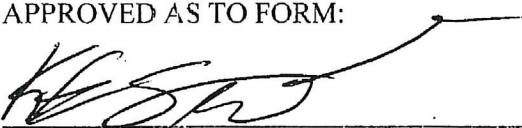

Keith E. Smith
Charles A. Zdebski
ECKERT SEAMANS CHERIN & MELLOTT, LLC
Two Liberty Place

EXHIBIT A

Superior Court for the State of Connecticut
Judicial District of Hartford

If you were a customer of Starion Energy’s variable rate electricity supply services you could receive a cash payment from a class action settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

- ☐ A settlement has been reached with Starion Energy, Inc. and its related entities Starion Energy PA, Inc. and Starion Energy NY, Inc. (collectively, “Starion” or “Defendant”) about the electricity supply rates charged by Starion to its **variable rate** customers. The settlement offers payments to eligible claimants who were variable electric rate customers through **[_date of preliminary approval_]**.
- ☐ Your legal rights are affected whether you act, or do not act. Read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|--|
| SUBMIT A CLAIM | Fill out a form to qualify for a payment. |
| EXCLUDE YOURSELF | Get no benefits from the settlement. This is the only option that allows you to start or remain part of any other lawsuit against Starion about the legal claims in this case. |
| OBJECT | Write to the Court about why you do not like the settlement. |
| GO TO A HEARING | Ask to speak in Court about the fairness of the settlement. |
| DO NOTHING | Give up your rights to sue Starion about the legal claims in this case. |

- ☐ These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- ☐ The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

| | |
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BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Ingrid Moll of the Complex Litigation Docket of the State of Connecticut Superior Court, Judicial District of Hartford, is overseeing this class action. The case is known as *Gruber v. Starion, Inc.*, Case No. X03-HHD-CV-17-6075408-S.

The person who sued, Lydia Gruber, is called the “Plaintiff,” and the company she sued, Starion, is called the “Defendant.”

2. What is this lawsuit about?

The lawsuit alleges that Starion falsely claimed in its contracts with customers that its variable rate for electricity supply services would “reflect” the “cost of electricity” that Starion “obtained from all sources,” which Plaintiff alleges constituted a representation that Starion’s price for variable rate electricity would fluctuate in accord with Starion’s cost of procuring that electricity. Plaintiff further alleges that, contrary to this representation, Starion in practice failed to decrease its variable rate when wholesale market rates went down. The lawsuit further alleges that Starion’s variable rate customers suffered monetary damages as a result of this alleged misconduct.

Starion denies all of Plaintiff’s claims and says that it did nothing wrong. Starion specifically states that it followed all terms of its contracts with customers, and that Plaintiff’s claims are without factual or legal merit.

3. Why is this a class action?

In a class action, one or more people called “Settlement Class Representatives” (in this case Lydia Gruber, Louise Ferdinand, Melissa Penellatore, Diana Windley, Case Martin, and Douglas Siedenburg) assert claims on behalf of themselves and other people who have similar claims. All of these people are a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The proposed settlement does not mean that any law was broken or that the Defendant did anything wrong. Defendant denies all legal claims in this case. Settlement Class Representatives and their lawyers think the proposed settlement is best for all Settlement Class Members. A more detailed history of this case is set forth in the Settlement Agreement, available at [www.WEBSITE.com].

WHO IS IN THE SETTLEMENT

To see if you will be affected by the settlement or if you can get a payment from it, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the settlement?

The Court decided that the Settlement Class includes all individual residential and small business consumers enrolled (either initially or through “rolling over” from a fixed rate plan) in a Starion variable rate electric plan in connection with a property located within Connecticut, the District of Columbia, Delaware, Illinois, Maryland, Massachusetts, New Jersey, New York, Ohio or Pennsylvania (the “Service Territories”) at any time from 2010 through and including the **[PRELIMINARY APPROVAL DATE]**.

6. Are there exceptions to being included?

Yes. The following are not included in the settlement: Starion, the officers, directors, employees, and legal representatives of Starion; any entity in which Starion has a controlling interest; any parent, subsidiary, affiliate, predecessor, successor or assignee of Starion; the judge to whom this case is assigned and any member of the judge’s immediate family; any current or former customer who previously received from Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc. any payment resolving a claim similar to those asserted in this class action; any current or former customer who is party to a Starion variable rate electric plan contract that contains an arbitration clause (unless the customer expressly waives any and all arbitration rights that may exist under that arbitration clause); any heirs, assigns and successors of any of the above persons or organizations in their capacity as such; and anyone who timely submits a valid request to be excluded from the Settlement Class (see “Excluding Yourself from the Settlement,” below).

7. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the settlement, visit the settlement website at www.WEBSITE.com or call the toll free number, **1-8NN-NNN-NNNN**.

THE SETTLEMENT BENEFITS — WHAT YOU GET IF YOU QUALIFY

If the settlement is approved and becomes final, it will provide benefits to Settlement Class Members.

8. What does the settlement provide?

Starion has agreed to pay a total of \$2,580,000 into a Settlement Fund. Following the Fairness Hearing (as discussed in “The Court’s Fairness Hearing” below) and “final approval” by the Court, the Settlement Fund will pay cash awards to Class Members who have filed a valid claim, as well as (a) attorneys’ fees, costs, and expenses; (b) incentive payments to the Settlement Class Representatives; and (c) third party costs to provide notice and to administer the settlement. Details on all of the settlement benefits are in the Settlement Agreement, which is available at www.WEBSITE.com.

9. How will the claims be decided?

Upon final approval, individual Starion customers who have filed a Claim Form (“claimants”) will be eligible to receive a share of the Settlement Fund based upon the power used by each claimant in each “Eligible Month” multiplied by the amount of the over- or under- charge in each month (as determined by the parties with assistance from electricity industry experts) to determine an amount of damages for each class member each month. The “Eligible Months” shall be based upon a simple calculation of the months in which Starion’s electricity sales exceeded its total costs plus margin based upon Starion’s financial records. In the event that claims made exceed the value of the net Settlement Fund after deducting all Settlement Costs (including the costs of notice and administration of the settlement and attorneys’ fees and costs incurred by Class Counsel and Service Awards as may be approved by the Court), each Claimant would receive a *pro rata* share of the net Settlement Fund based on his or her calculated loss. Because each potential claimant used a different amount of electricity and because we do not know the number of eligible claimants who will file valid claims, we cannot estimate the per-person recovery. However, claimants whose calculated loss totals less than \$3 will not receive any payment.

QUESTIONS? CALL **1-NNN-NNN-NNNN** OR VISIT www.WEBSITE.com

HOW TO GET BENEFITS – SUBMITTING A CLAIM

10. How do I ask for a payment?

To ask for a payment you must complete and submit a Claim Form. You may visit www.WEBSITE.com to fill out a Claim Form online or to download a Claim Form that you can print. You can also request that a Claim Form be mailed to you by calling 1-8NN-NNN-NNNN.

The deadline to file your claim online is **Month DD, 20YY**. If filing a paper claim, you must mail your Claim Form postmarked no later than **Month DD, 20YY** to:

Starion Claims Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

11. When will I get my payment?

Claimants who submit valid Claim Forms may receive payments by mail or by an electronic payment method proposed by the Claims Administrator and approved by the Court. Starion customers who do not submit Claim Forms will not receive a payment. Payments will be made only if the Court grants “final approval” to the settlement and after any appeals are resolved (*see* “The Court’s Fairness Hearing,” below). It is uncertain when any appeals made will be resolved, and resolving them can take time. Please be patient.

12. What am I giving up to get a payment?

If the settlement becomes final, Settlement Class Members who submit Claim Forms or do nothing at all will be releasing Starion from all of the claims described and identified in paragraphs - of the Settlement Agreement. This means you will no longer be able to sue Starion regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at www.WEBSITE.com. The Settlement Agreement provides more detail regarding the release and describes the Released Claims and Released Parties with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section “The Lawyers Representing You” for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed settlement and you want to keep the right to sue Starion about the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement Class.

13. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you may not apply for any benefits under the settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against Starion in the future. You will not be bound by anything that happens in this lawsuit.

14. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Starion for all of the claims that the proposed settlement resolves. You must exclude yourself from this Settlement Class to start your own lawsuit or be part of any different lawsuit relating to the claims in this case.

15. How do I get out of the settlement?

To exclude yourself from the proposed settlement, you must send a letter or other written document by mail saying that you want to be excluded from *Gruber v. Starion* and you must list your public electric utility account number(s) for the period(s) during which you were enrolled with Starion Energy. In addition, your exclusion request must include, for each account listed:

- (1) The full names and current addresses of everyone whose name is on the account.
- (2) A statement of intention to exclude everyone whose name is on the account from the Settlement Class.
- (3) The signature of everyone whose name is on the account.

Be sure to include your full name, address, signature, and date. You must mail your request for exclusion postmarked by **Month DD, 20YY** to:

Starion Claims Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court appointed Izard Kindall & Raabe LLP, West Hartford, CT, ☐☐☐☐☐860-493-6292 and Sanford Heisler, LLP, 1350 Avenue of the Americas, 31st Floor, New York, NY, 10019, 646-402-5650 as “Settlement Class Counsel” to represent you and other Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for attorney’s fees not to exceed one-third (33⅓%) of the Settlement Fund, along with payment of reasonable costs and expenses. Settlement Class Counsel will also request an incentive payment of \$2,000 for the Settlement Class Representatives Lydia Gruber, Louise Ferdinand, Melissa Penellatore, Diana Windley, Case Martin, and Douglas Siedenbug for their services on behalf of the Settlement Class. The Court will award amounts it deems appropriate. Payments approved by the Court will be made from the Settlement Fund.

Please visit www.WEBSITE.com for additional detail on Settlement Class Counsel’s attorney’s fee request.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the settlement?

You can object to the settlement if you do not like some part of it. You must give reasons why you think the Court should not approve the settlement. To object, send a letter saying that you object to the proposed settlement in *Gruber v. Starion*, Case No. X03-HHD-CV-17-6075408-S. You must include:

- (1) your full name, address, and telephone number;
- (2) all reasons for the objection;
- (3) the names of all attorneys representing you, if any;
- (4) the names of all attorneys representing you who will appear at the Fairness Hearing (*see* “The Court’s Fairness Hearing,” below), if any;
- (5) a list of all people you will call to testify at the Fairness Hearing, if any;
- (6) a statement saying whether you will appear and/or testify at the Fairness Hearing; and
- (7) your signature or the signature of your duly authorized attorney or other duly authorized representative (along with documentation of such representation).

Mail the objection to each of the following three addresses so that it is postmarked no later than **Month DD, 20YY**.

| COURT | SETTLEMENT CLASS COUNSEL | DEFENDANT'S COUNSEL |
|--|--|---|
| Chief Clerk’s Office Hartford Judicial District State of Connecticut Superior Court 95 Washington Street Hartford, CT 06106 | Seth R. Klein, Esq. Izard Kindall & Raabe LLP 29 South Main Street Suite 305 West Hartford, CT 06107 | Keith Smith, Esq. Eckert Seamans Cherin & Mellott LLC Two Liberty Place 50 South 16 th St., 22 nd Floor Philadelphia, PA 19102 |

19. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement and you will not be eligible to apply for any benefits under the settlement because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **:__ __m.** on **Month DD, 20YY**, at the Connecticut Superior Court, Judicial District of Hartford, Court Room No. **000**, 95 Washington Street, Hartford, CT 06106. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel’s request for attorneys’ fees, costs, and expenses, and incentive awards. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the proposed settlement and how much to award to Settlement Class Counsel as fees, costs, and expenses, and incentive awards.

The Fairness Hearing may be moved to a different date without additional notice, so it is recommended that you periodically check www.WEBSITE.com for updated information.

21. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but their attendance is not necessary.

22. May I speak at the hearing?

Yes. To speak at the Fairness Hearing, you must send a letter or other written document saying that it is your “Notice of Intent to Appear” in *Gruber v. Starion*, Case No. X03-HHD-CV-17-6075408-S. Be sure to include your name, address, telephone number, and your signature. You also must include information about what you intend to say at the hearing. If you intend to have your attorney represent you at the hearing, please indicate this and provide the full name and contact information for your attorney. Also, please list anyone you or your attorney will call to testify at the hearing. Please send copies of your “Notice of Intent to Appear” to the Court, Settlement Class Counsel, and Defendant’s Counsel as listed in Question 18 above. It must be postmarked no later than **Month DD, 20YY**. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

23. What happens if I do nothing

Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Starion about the claims in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.WEBSITE.com. You also may call with questions or have a Claim Form mailed to you by calling **1-8NN-NNN-NNNN**. In addition, you may direct questions to Settlement Class Counsel (Izard Kindall & Raabe LLP) at 860-493-6292.

EXHIBIT B

From: *Gruber v. Starion Energy* Claims Administrator
To: «First1» «Last1»
Subject: Notice of Class Action Lawsuit and Proposed Settlement

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT

THE COURT HAS AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU MAY RECEIVE MONEY FROM A SETTLEMENT

- ☐ If you were a customer of Starion Energy, Inc. and paid a variable rate for electric supply services, your rights may be affected by this class action settlement.
- ☐ Plaintiffs claim that the variable rates charged by Starion Energy violate the terms of its contracts with its customers. The court has not decided who is right or wrong. Instead, the parties agreed to settle the case to avoid the risk and cost associated with further litigation.
- ☐ Eligible Class Members who submit a valid Claim Form will be eligible to receive a payment from the \$2,580,000 settlement fund.
- ☐ Go to [\[website\]](#) for more details.

What is this? This is a Notice of a proposed settlement in a class action lawsuit. This Notice explains your legal rights.

What is this lawsuit about? This settlement would resolve the lawsuit captioned *Gruber v. Starion Energy, Inc.*, Case No. HHD-CV-17-6075408-S, filed in the Superior Court of the State of Connecticut. The lawsuit alleges that Starion Energy falsely claimed in its contracts with customers that its variable rate for electricity supply services would fluctuate based on the “cost of electricity obtained from all sources,” but in practice failed to decrease its variable rate when wholesale cost of electricity went down. Starion Energy denies all of Plaintiff’s claims and says that it did nothing wrong. Starion Energy specifically states that it followed all terms of its contract with customers, and that Plaintiff’s claims are without factual or legal merit. The Court has not ruled on the merits of Plaintiff’s claims or Starion Energy’s defenses.

Why am I getting this Notice? You were identified as someone who was a variable electric rate customer of Starion Energy with regard to a property located in Connecticut, District of Columbia, Delaware, Illinois, Maryland, Massachusetts, New Jersey, New York, Ohio and Pennsylvania.

What does the settlement provide? Starion Energy has agreed to pay a total of \$2,580,000 into a Settlement Fund. The Settlement Fund will pay cash awards to Class Members who have filed a valid claim, as well as (a) attorneys’ fees, costs, and expenses; (b) incentive payments to the lead plaintiff and class representatives; and (c) third party costs to provide notice and to administer the settlement. Upon final approval, individual Starion Energy customers who have filed a Claim Form (“claimants”) will be eligible to receive a share of the Settlement Fund based upon the power used by each claimant in each “Eligible Month” multiplied by the amount of the over- or under- charge in each month (as determined by the parties with assistance from electricity industry experts) to determine an amount of damages for each class member each month. The “Eligible Months” shall be based upon a simple calculation of the months in which Starion Energy’s electricity sales exceeded its total costs plus margin based upon Starion Energy’s financial records. In the event that claims made exceed the value of the net Settlement Fund after deducting all Settlement Costs (including the costs of notice and administration of the settlement and attorneys’ fees and costs incurred by Class Counsel and Service Awards as may be approved by the Court), each Claimant would receive a *pro rata* share of the net Settlement Fund based on his or her calculated loss. Because each potential claimant used a different amount of electricity and because we do not know the number of eligible claimants who will file valid claims, we cannot estimate the per-person recovery. However, claimants whose calculated loss totals less than \$3 will not receive any payment. The Lead Plaintiff and class representatives will request an incentive payment not to exceed

\$2,000 each for their work in representing the Class, and Class Counsel will ask the Court to approve an award up to one-third (33⅓%) of the Settlement Fund for attorneys' fees, plus costs.

How do I get a payment? To ask for a payment you must complete and submit a Claim Form. You may visit www.WEBSITE.com to fill out a Claim Form online or to download a Claim Form that you can print. You can also request that a Claim Form be mailed to you by calling 1-8NN-NNN-NNNN. The deadline to file your claim online is **Month DD, 20YY**. If filing a paper claim, you must mail your Claim Form postmarked no later than **Month DD, 20YY** to: *Gruber v. Starion Energy* Claims Administrator, P.O. Box **xxxxxx**, City **ST xxxxx-xxxx**.

Do I have to be included in the settlement? If you do not want to be part of the settlement and you want to keep the right to sue or continue to sue Starion Energy on your own, then you must exclude yourself from the settlement. You will not get any money from this settlement if you exclude yourself. The Court will exclude any Class Member who properly requests exclusion by sending a letter or other written document by mail saying that you want to be excluded from *Gruber v. Starion Energy*. Your exclusion request must also list your public electric utility account number(s) for the period(s) during which you were enrolled with Starion Energy and must include, for each account listed: (1) The full names and current addresses of everyone whose name is on the account; (2) A statement that everyone whose name is on the account satisfies the criteria set forth above to be a Settlement Class Member (as defined in the full Notice available at www.WEBSITE.com); (3) A statement of intention to exclude everyone whose name is on the account from the Settlement Class; and (4) The signature of everyone whose name is on the account. Be sure to include your full name, address, signature, and date. You must mail your request for exclusion postmarked by **Month DD, 20YY** to: *Gruber v. Starion Energy* Claims Administrator, P.O. Box **xxxxxx**, City **ST xxxxx-xxxx**. You cannot ask to be excluded on the phone, by email, or at the website.

If I don't like something about the settlement, how do I tell the Court? If you don't exclude yourself from the settlement, you can object to any part of it. You must file your objection with the Court, and mail your written objection to Class Counsel and Starion Energy's counsel by **[date]**. You may enter an appearance through an attorney if you so desire, but you do not have to do so. Complete details about how to object are set forth in the full Notice available on at www.WEBSITE.com.

What if I do nothing? If you do nothing, you will not be eligible for a payment. All Class Members that do not opt out will be bound by the settlement and the decisions of the Court, and will release Starion Energy (and the other Released Parties defined in the Settlement Agreement available at www.WEBSITE.com) from all Released Claims (as also defined in the Settlement Agreement).

When is the Final Approval Hearing? The Court will hold a hearing in this case to consider whether to approve the settlement at **_:___.m.** on **Month DD, 20YY**, at the Connecticut Superior Court, Judicial District of Hartford, Court Room No. **.000**, 95 Washington Street, Hartford, CT 06106. You may go to the hearing, but you do not have to.

How do I get more information about the settlement? This email Notice contains limited information about the settlement. For more information, to view additional settlement documents (including the Settlement Agreement and the full Notice), and to review additional information concerning your rights and/or the filing of a claim, visit www.WEBSITE.com or call **1-XXX-XXX-XXXX**.

EXHIBIT C

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT

THE COURT HAS
AUTHORIZED
THIS NOTICE

THIS IS NOT A
SOLICITATION
FROM A LAWYER

See important notice
on the other side.

Gruber v. Starion Energy
Claims Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

«Barcode»

Postal Service: Please do not mark barcode

Claim#: DCX-«ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

DCX

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT

**THE COURT HAS AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.**

YOU MAY RECEIVE MONEY FROM A SETTLEMENT.

- ☐ **If you were a customer of Starion Energy, Inc. and paid a variable rate for electric supply services, your rights may be affected by this class action settlement.**
- ☐ **Plaintiffs claim that the variable rates charged by Starion Energy violate the terms of its contracts with its customers. The court has not decided who is right or wrong. Instead, the parties agreed to settle the case to avoid the risk and cost associated with further litigation.**
- ☐ **Eligible Class Members who submit a valid Claim Form will be eligible to receive a payment from the \$2,580,000 settlement fund.**
- ☐ **Go to [\[website\]](#) or call [1-8XX-XXX-XXXX](#) for more details.**

EXHIBIT D

Docket No. X03 HHD-CV-17-6075408-S

| | | |
|-------------------------------------|---|-------------------------------|
| LYDIA GRUBER, | : | SUPERIOR COURT |
| on behalf of herself and all others | : | |
| similarly situated, | : | JUDICIAL DISTRICT OF HARTFORD |
| <i>Plaintiff,</i> | : | |
| | : | |
| v. | : | |
| | : | |
| STARION ENERGY, INC. | : | |
| <i>Defendant.</i> | : | |

[PROPOSED] ORDER AND FINAL JUDGMENT

This matter coming to be heard on the Plaintiff's Motion for Certification of Settlement Class and Approval of Class Action Settlement ("Motion") together with the supporting papers filed by Lydia Gruber ("Plaintiff"), individually and on behalf of the Settlement Class, and having heard and considered the evidence and arguments of counsel, the Court makes the findings and grants the relief set forth below.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. ☐ The Court incorporates by reference the definitions set forth in the Settlement Agreement.
2. ☐ The Court has subject matter jurisdiction of this matter and all claims asserted against Starion Energy, Inc., acting by itself and through its subsidiaries and related entities, including but not limited to Starion Energy PA, Inc., and Starion Energy NY, Inc. ("Starion").

Notice to the Class

3. ☐ The Court finds that the form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient

notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of due process.

Class Certification

- 4.□ Plaintiff's motion requests certification of a Settlement Class defined as:

All persons who were or are customers of Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc. in Connecticut, the District of Columbia, Delaware, Illinois, Maryland, Massachusetts, New Jersey, New York, Ohio, or Pennsylvania, and were enrolled in a Starion variable rate electric plan at any time within the applicable statutes of limitations preceding the filing of this action through and including the date upon which the Court issues the Preliminary Approval Order. (the "Class").

Excluded from the Settlement Class are Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc.; any of their respective parents, subsidiaries, or affiliates; any entity controlled by any of them; any officer, director, employee, legal representative, predecessor, successor, or assignee of Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc.; and any current or former customer who previously received from Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc. any payment resolving a claim similar to those asserted in the Class Actions; any current or former customer who is party to a Starion variable rate electric plan contract that contains an arbitration clause (unless the customer expressly waives any and all arbitration rights that may exist under that arbitration clause); and the judicial officers assigned to this litigation; and members of their staffs and immediate families.

- 5.□ The Court makes the following findings of fact with respect to the proposed Settlement Class:

- a. There are questions of law and fact common to the Settlement Class;
- b. Plaintiffs' claims are typical of the claims of members of the Settlement Class;
- c. Plaintiffs and Settlement Class Counsel will fairly and adequately represent the interests of the Settlement Class. There are no conflicts of interest between Plaintiffs and members of the Settlement Class;

- d. Questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual members of the Settlement Class; and
- e. Certification of the Settlement Class is superior to other methods for the fair and efficient adjudication of this controversy.

6.□ Accordingly, the Court certifies the Settlement Class as defined in Paragraph 4 of this Order, for settlement purposes only, pursuant to Sections 9-7 and 9-8(3) of the Connecticut Practice Book. The names of those persons who timely submitted a valid request to be excluded, and who are therefore not members of the certified Settlement Class by virtue of that request for exclusion, are identified in Exhibit A to this Order. Such persons shall neither share in the distribution of the Settlement Fund nor receive any benefits of the terms of the Settlement Agreement, and shall not be bound by this Judgment Order.

7.□ As provided for in the Settlement Agreement, Starion waives any arbitration clause that may exist in any Claimant's contract only with regard to Claimants who submit valid Claim Forms that waive the Claimant's own arbitration rights and only for the period of time covered by the Class Period, and for no other persons or time periods whatsoever.

8.□ As provided for in the Settlement Agreement, if the Settlement Agreement is terminated in accordance with its terms, then the Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue.

Approval of the Settlement

9.□ The Court finds that the terms of the Settlement Agreement are in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and therefore approves the Settlement.

10.□ The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

11.□ By entry of this Final Judgment Order Plaintiffs and all Settlement Class Members who have not opted out of the Settlement and each of their respective spouses, executors, representatives, heirs, predecessors, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants by the entirety, co-borrowers, agents, attorneys and assigns, and all those who claim through them or who assert claims on their behalf, shall be deemed to have fully released and forever discharged the Released Parties, and each of them, of and from any and all rights, claims, liabilities, action, causes of action, costs and attorneys' fees, demands, damages and remedies, known or unknown, liquidated or unliquidated, legal, statutory, declaratory or equitable, that Releasing Parties ever had, now have, or may have in the future, that result from, arise out of, are based upon, or relate to in any way the conduct, omissions, duties or matters alleged or that could have been alleged in the Complaint, concerning variable rates for electricity supply from June 1, 2013, until July 31, 2016.

Approval of the Plan of Allocation

12.□ The Court finds that the Plan of Allocation is in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and therefore approves the Plan of Allocation. The Court directs the Notice and Claims Administrator, KCC Class Action Services, LLC, to process all claims and make payments to Settlement Class Members in accordance with the Plan of Allocation, with the costs of notice and claims administration to be paid from the Settlement Fund after review and approval by Settlement Class Counsel.

13.□ The Court approves payment of the costs of calculating Settlement Class Member payments pursuant to the Plan of Allocation and of distribution of those proceeds to Settlement Class Members out of the Settlement Fund.

Final Order and Dismissal with Prejudice

14.□ In accordance with the terms of the Settlement Agreement, *Gruber v. Starion Energy, Inc.*, No. X03 HHD-CV17-6075408-S (Conn. Super., Hartford Jud. Dist., CLD) is dismissed with prejudice.

15.□ Without affecting the finality of this Judgment in any way, the Court retains continuing jurisdiction over the Settling Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement.

16.□ In the event the Effective Date does not occur, this Judgment Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement Agreement, this Judgment and all orders entered in connection herewith shall be vacated and null and void.

SO ORDERED.

Hon. Ingrid L. Moll
Judge of the Superior Court

Dated: _____, 2017

Exhibit A

Persons Excluded from the Settlement Class by Request