

DOCKET NO. X03 HHD-CV14-6055537-S : SUPERIOR COURT
: :
HOLLY CHANDLER AND : :
DEVON ANN CONOVER, : :
: :
PLAINTIFFS, : :
: :
VS. : :
: :
DISCOUNT POWER, INC. : :
: :
DEFENDANT : :

SETTLEMENT AGREEMENT

Definitions

1. As used in this Settlement, the following terms have the meaning specified below:
 - a. "Action" means the action entitled Chandler v. Discount Power, Inc., Docket No. X03 HHD-CV14-6055537-S, pending in the Connecticut Superior Court, Complex Litigation Docket at Hartford.
 - b. "Class Member(s)" means all persons who are members of the Class as described in Paragraph 16 of this Settlement.
 - c. "Class Period" shall mean June 1, 2013, through July 31, 2016.
 - d. "Complaint" means the Class Action Complaint dated November 20, 2014, which has a Return Date of December 9, 2014.
 - e. "Court" means the Connecticut Superior Court, Complex Litigation Docket at Hartford.

- f. "Defendant's Counsel" means James T. Shearin and David P. Atkins of Pullman & Comley, LLC, 850 Main Street, P.O. Box 7006, Bridgeport, CT 06601-7006.
- g. "Defendant" or "DPI" means Discount Power, Inc.
- h. "Effective Date" of the Settlement shall mean the twenty-fifth (25th) day after the Court has entered final Judgment, if no appeal has been filed therefrom. If an appeal has been filed, the Effective Date shall be ten (10) days after the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmation is no longer subject to further appeal or review.
- i. "Escrow Account" means an interest bearing account established by Plaintiffs' Counsel in accordance with the terms and conditions set forth in Paragraphs 23-28 of this Settlement.
- j. "Final Fairness Hearing" means the hearing in the Action for the Court to consider final approval of this Settlement and the entry of Judgment.
- k. "Judgment" means the Final Judgment to be entered in the Action in connection with the Settlement after the Final Fairness Hearing.
- l. "Notice" means the Notice of Pendency of Proposed Settlement of Class Action, Settlement Hearing and Fee and Expense Application to be sent to Class Members, which will be sent to Class Members pursuant to the Preliminary Approval Order.

- m. "Plaintiffs" means Holly Chandler and Devon Ann Conover.
- n. "Preliminary Approval Order" means the Order Preliminarily Approving Settlement and Providing for Notice to the Class Members.
- o. "Proposed Class Counsel" means Robert A. Izard and Seth R. Klein, Izard, Kindall & Raabe, LLP, 29 S. Main St, Suite 305, West Hartford, CT 06107.
- p. "Released claims" means all claims and other matters released in and by Paragraphs 35-38 of this Settlement.
- q. "Released Parties" means DPI and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns and all of the present and former directors, officers, employees, agents, attorneys, and shareholders of DPI and each of its and their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns.
- r. "Releasing Parties" means Plaintiffs and the 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.

- s. “Settlement Administrator” means the entity retained by Plaintiffs to provide notice of the proposed settlement to Class Members and to administer the claims and settlement fund distribution process.
- t. “Settlement Fund” means the \$850,000 to be paid by DPI and placed in escrow in accordance with the terms of this Settlement.
- u. “Settling Parties” means Plaintiffs and Defendant.

RECITALS

2. Plaintiffs, on behalf of themselves and all others similarly situated, commenced this Action on or about November 20, 2014, by filing the Complaint in the Superior Court for the Judicial District of Hartford.

3. The Complaint alleges that Plaintiffs entered into contracts with Defendant for electricity supply which permitted Defendant to charge a variable rate that fluctuated to reflect changes in wholesale power market. Plaintiffs further allege that the variable rates DPI in fact charged them – and other variable rate customers in Connecticut – were not, in fact, connected to the wholesale price for power. Instead, the rates went up to match spikes in the underlying market price but remained at the inflated rate even after the wholesale power price dropped, leading to premiums many times greater than the wholesale price itself. The Complaint alleges that these practices constituted a violation of the Connecticut Unfair Trade Practices Act and the covenant of good faith and fair dealing. Plaintiffs also alleged a cause of action for unjust enrichment.

4. On January 20, 2015, DPI filed an Answer denying most of the allegations of the Complaint and asserting eleven special defenses, to which Plaintiffs filed a reply

on April 28, 2015. Plaintiffs filed a certificate of closed pleadings and claimed the case to the jury list on April 29, 2015.

5. On May 15, 2015, Plaintiffs filed an unopposed application for transfer to the Complex Litigation Docket which was granted on June 5, 2015.

6. The Parties conducted discovery through interrogatories, requests for production and depositions. Discovery included extensive production of documents by DPI, depositions of both Plaintiffs, and a deposition by Defendant's corporate designee. In addition, Plaintiffs obtained additional data through a third-party subpoena served on ISO-New England.

7. On April 8, 2016, following preliminary discussions between counsel for the Parties, Plaintiffs filed a consent motion for stay of the deadlines in the scheduling order so that the Parties could attempt to negotiate a settlement.

8. The parties held a face-to-face settlement meeting and negotiated extensively by phone and email. As part of the settlement process, the parties exchanged a substantial number of documents, including analyses by Plaintiffs' experts.

9. Defendant no longer offers new residential customers the ability to purchase electricity at variable rates and has no present plan or intention of doing so in the future. Any current residential customers on a variable rate plan are, by law, given notice of the forthcoming variable rates two months in advance, and are permitted to switch to a fixed rate program, or change resellers altogether, before they are charged the disclosed variable rate. To the extent any commercial customers are on a variable rate pricing program it is as a result of an individualized negotiation.

10. DPI denies the allegations of the Complaint and believes that the claims in the Action are without merit. Nevertheless, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action, and for the purpose of putting to rest the controversies raised or which could have been raised in the Action, and without any admission of any liability or wrongdoing whatsoever, DPI desires to settle the Action and all claims asserted or which could have been asserted in or subsumed by the Action on the terms and conditions set forth in this Settlement.

11. Plaintiffs and Proposed Class Counsel believe that the claims asserted in the Action have merit. Plaintiffs and Proposed Class Counsel, however, recognize and acknowledge the risks, expense and length of continued proceedings necessary to prosecute the Action against DPI through motion practice, trial, and potential appeals. Proposed Class Counsel have also taken into account the uncertain outcome and the risks of further litigation, the difficulties and delays inherent in such litigation, and Defendant's ability to pay a judgment substantially in excess of the Settlement. Proposed Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class. Plaintiffs and Proposed Class Counsel have determined that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

12. The Settling Parties, by and through their respective duly authorized counsel of record, hereby agree that the Action, and all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or

subject matter of the Complaint and Action, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the below terms and conditions.

TERMS OF THE SETTLEMENT

13. In consideration of the complete and final settlement of the Action, and under the terms and conditions herein, the Settling Parties agree as follows.

Settlement Consideration

14. Monetary Consideration: Subject to approval by the Court, the total monetary consideration to be provided by Defendant pursuant to the Settlement shall be eight hundred fifty thousand dollars (\$ 850,000), inclusive of all attorneys' fees, costs, and expenses, incentive payments and Third Party Notice and Claims Administration Costs. This amount shall be paid in accordance with the following schedule:

- a. DPI will pay Two-hundred fifty thousand dollars (\$250,000) within ten (10) business days of the entry of the Preliminary Approval Order.
- b. DPI will pay an additional three hundred thousand dollars (\$300,000) by no later than December 31, 2017;
- c. DPI will pay the final three hundred thousand dollars (\$300,000) by no later than December 31, 2018.

15. Non-Monetary Consideration:

The Parties agree to the releases and covenants set forth in paragraphs 35-38 below.

Certification of the Settlement Class

16. For settlement purposes only, the Settling Parties agree to request that the Court certify a Settlement Class defined as follows:

All individual residential and small business consumers enrolled (either initially or through “rolling over” from a fixed rate plan) in a Discount Power, Inc., variable rate electric plan in connection with a property located within Connecticut at any time from June 1, 2013, through and including July 31, 2016 (the “Class”).

Specifically excluded from the Class are: the Defendant, the officers, directors and employees of Defendant; any entity in which Defendant has a controlling interest; any affiliate, legal representative of Defendant; the judge to whom this case is assigned and any member of the judge’s immediate family; and any heirs, assigns and successors of any of the above persons or organizations in their capacity as such.

Preliminary Approval & Notice to the Class

17. The Parties shall file a motion for preliminary approval in the Action, which motion shall attach this Settlement. The Parties shall request that, after the Notice is given, the Court, in accordance with Section 9-9 of the Connecticut Rules of Court hold the Final Fairness Hearing and finally approve the Settlement and enter the Judgment. At or after the Final Fairness Hearing, Proposed Class Counsel will request that the Court approve the proposed Plan of Allocation, the Fee and Expense Application and the Lead Plaintiffs’ Incentive Award.

18. Plaintiffs shall retain a Settlement Administrator.

19. Within ten (10) business days of the entry of the Preliminary Approval Order, Defendant, to the extent not previously provided, shall provide Plaintiffs with the following information from its business records for each class member: (a) name; (b)

current, or most recent, address; (c) working email addresses, where DPI has them; and (d) the total number of kwh of power used by the customer for energy supply during the portion of the class period that the class member was a DPI customer.

20. Within thirty (30) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall (a) post the Class Notice, substantially in the form shown as Exhibit A, on a dedicated Settlement Website; (b) send the email notice, substantially in the form shown in Exhibit B, to all Class Members for whom Defendant provided an email address pursuant to Paragraph 19 above; and (c) send a copy of the postcard notice, substantially in the form shown in Exhibit C, to all Class Members for whom Defendant did *not* provide an email address. To the extent that any email notice pursuant to clause (b) above is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall send postcard notice to such Class Member(s) within ten (10) days of the notification of non-delivery.

21. Within forty (40) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall publish a copy of the Publication Notice, substantially in the form shown in Exhibit D, in the *Hartford Courant*.

22. It is expressly understood and agreed to by Settling Parties that neither Plaintiffs nor Proposed Class Counsel are responsible for payment of the fees, costs, or expenses associated with effectuation of notice. The Settlement Administrator shall be paid from the Settlement Fund Escrow Account.

Establishment of the Settlement Fund

23. Within ten (10) business days of the entry of the Preliminary Approval Order, Plaintiffs shall establish an escrow account into which Plaintiffs shall deposit all payments made by Defendant under this Settlement.

24. Except as provided pursuant to paragraphs 29-30 below, funds in the escrow account shall be kept in a federally-insured account or invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof (the “Instruments”), and shall reinvest the proceeds of these Instruments as they mature in similar Instruments at their current market rates. Any fees to be paid to third parties in connection with the investment of the Settlement Fund as required by the terms of this Paragraph will be paid from the Settlement Fund.

25. No monies shall be disbursed from the Settlement Fund, except as provided in this Settlement, by an order of the Court, or by the joint written instructions of Defendants’ Counsel and Proposed Class Counsel.

26. The Settlement Fund held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the Court’s jurisdiction, until such time as such funds shall be distributed pursuant to the Settlement or further order of the Court.

27. The Parties agree to treat the Settlement Fund at all times as a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, interest or penalties) arising with respect to the

income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant and Defendant's Counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes ("Taxes") shall be paid out of the Settlement Fund. Defendants and Defendant's Counsel shall not have any liability or responsibility for the Taxes. The Settlement Fund shall indemnify and hold Defendants and Defendant's Counsel harmless for Taxes (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and expenses incurred in connection with the preparation of any tax returns or compliance with tax laws shall be treated as, and considered as, Third Party Notice and Claim Administration Costs and shall be timely paid out of the Settlement Fund without prior order from the Court. Defendant and its counsel are not responsible and shall not have any liability for the administration of the Settlement Fund. The Parties agree to cooperate with each other and with their respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section.

28. In the event that the Judgment is not entered or, if it is entered, it does not become final, or if the Settlement is voided pursuant to Paragraphs 31-32 and 34 hereof, the then-existing Settlement Fund (less amounts then due and owing for Third Party Notice and Claims Administration Costs) shall be returned and paid to Defendant free and clear of any further obligations pursuant to this Settlement.

Distribution From the Settlement Fund

29. Prior to the Effective Date, Proposed Class Counsel may only direct the disbursement of money from the Settlement Fund for the following purposes:

- a. Payment of costs reasonably incurred by the Settlement Administrator for the purposes of providing Notice to the Class in accordance with the terms of this Settlement, on an as-incurred basis;
- b. For payment of taxes and expenses of the Settlement Fund.

30. After Effective Date, Proposed Class Counsel may direct the disbursement of money from the Settlement Fund for the following additional purposes:

- a. For payment of the costs reasonably incurred by the Settlement Administrator for purposes of notice and claims administration, on an as-incurred basis.
- b. As provided in paragraph 41, for the payment of any court-approved awards to class representatives;
- c. As provided in Paragraphs 40 and 42, for payment of any court-approved awards of attorneys' fees and/or expenses to Proposed Class Counsel, in accordance with the schedule set out in Paragraphs 40 and 42 below.
- d. After Defendant's final payment to the Settlement Fund pursuant to paragraph 14(c) above, for payment of shares of the Settlement Fund (net of all attorneys' fees and expenses) to Class Members who have submitted valid claims, based upon a Plan of Allocation derived from the amount of variable rate electricity used by that claimant between June 1,

2013, and July 31, 2016 as a percentage of the total amount of variable rate electricity used by all claimants during that same period (excluding periods in which Discount Power's procurement cost for electricity exceeded the variable price at which it sold that electricity), as set forth in Discount Power's internal 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 incentive awards for the Lead Plaintiffs 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. However, claimants whose calculated loss totals less than \$3 will not receive any payment.

- e. As provided in paragraph 44, for payment of any portion of the Settlement Fund remaining after all other obligations have been satisfied to a *cy pres* recipient.

Termination of Settlement

31. If the Court does not certify the Settlement Class, or changes or alters the composition of the Settlement Class in any way not acceptable to Defendant or Plaintiffs, in their sole discretion, Defendant and Plaintiffs each shall have the right to terminate the Settlement by serving on the opposing Settling Party and filing with the

Court a notice of termination within ten (10) days of its receipt of notice of the Court's ruling.

32. Plaintiffs and Defendant shall cooperate to achieve approval of the Settlement. In the event that the Court does not approve the Settlement, and the Court's determination is upheld on appeal to the highest applicable judicial authority, the Settlement shall terminate and shall be void and of no further effect. Any certification of the Settlement Class by the Court will be vacated; and the Settling Parties will be returned to their positions quo ante with respect to all facets of the Action.

33. In the event of a termination, the balance of the Escrow Account shall be immediately refunded and remitted to Defendant. Defendant shall have no right to seek reimbursement from Plaintiffs or Proposed Class Counsel for any funds distributed from the Escrow Account or for money spent or costs incurred for Notice or Claims Administration.

34. If an aggregate number of persons who otherwise would be Class Members have submitted opt-out forms in a number equal or greater than the total number specified in a separate Supplemental Agreement between Plaintiffs and Defendant and dated as of the date of this Settlement Stipulation (the "Supplemental Agreement"), Defendant shall have, in its sole and absolute discretion, the option to terminate the Settlement Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement shall not be filed with the Court unless and until a dispute among the Parties concerning its interpretation or application rises or upon request by the Court and, in either event, the Parties shall

request the Court to permit it to be filed and maintained with the Court under seal. Copies of all opt-out forms received shall be delivered to counsel for Defendant no later than fourteen days before the Final Fairness Hearing.

Releases

35. As of the Effective Date, the Releasing Parties, and each of them, 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.

36. Plaintiffs and other Class Members may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released pursuant to the terms of this Paragraph, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Paragraph and Paragraph 35 of this Settlement. Further, each of those individuals agrees and acknowledges that

he/she shall be bound by this Settlement, including by the releases contained in this Paragraph and in Paragraph 35 of this Settlement, and that all of their claims in the Action shall be released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement, never submits a Claim Form, or never receives a distribution of funds from the Settlement. The foregoing shall be construed to operate as a waiver and release of any and all provisions, rights and benefits conferred either by Section 1542 of the California Civil Code, or by any statute of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

37. Releasing Parties, and each of them, shall be enjoined from prosecuting any equitable or legal proceeding against any Released Party with respect to any of the Released Claims or any of the actions taken by a Released Party that are authorized or required by this Settlement Agreement or by the Judgment. The Court shall retain jurisdiction to enforce the judgment, releases, and bar to suits contemplated by this Settlement and by the Judgment.

38. Defendant, and successors in interest thereto, covenants and agrees (i) not to file or maintain against any Plaintiff(s), Plaintiffs' Counsel, or Class Counsel for any claim arising from or related to the prosecution or resolution of this Action and stipulate and agree that the covenants and agreements herein shall be a complete

defense to any such claims against any Plaintiff(s), Plaintiffs' Counsel, or Class Counsel.

No Admission of Liability

39. The Parties understand and agree that this Settlement Agreement embodies a compromise settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute any finding of wrongdoing by any of the Released Parties, or give rise to any inference of wrongdoing or admission of wrongdoing or liability in this or any other proceeding. This Settlement Agreement and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Moreover, Defendant specifically denies any such liability or wrongdoing. Neither the fact nor the terms of this Settlement Agreement shall be offered or received in evidence, in any action or proceeding for any purpose, except (i) in an action or proceeding arising under this Settlement Agreement or arising out of or relating to the Preliminary Approval Order or the Final Order, or (ii) in an action or proceeding where the Releases or the Covenants Not to Sue provided pursuant to this Settlement Agreement may serve as a bar to the prosecution of such action or proceeding as well as to any recovery in such action or proceeding.

Attorneys' Fees, Expenses and Case Contribution Awards

40. Plaintiffs' Counsel shall petition the Court for reimbursement of reasonable costs and expenses and for an award of attorneys' fees, not to exceed one-third of the

Settlement Fund. Defendants will not take any position on any fee motion submitted by Class Counsel, provided that Class Counsel does not move for an award of attorneys' fees in excess of one-third of the Settlement Fund, and Defendants will not take any position on any motion for reimbursement of litigation expenses reasonably incurred in prosecuting the Action. At the sole election of Plaintiffs' Counsel, any award of Attorneys' fees and expenses shall be paid from the Escrow Account either (1) in its entirety within ten (10) days of Defendants' third payment into the Settlement Fund pursuant to Paragraph 14(c) above; or (2) in accordance with the following schedule:

- a. 30 percent of the total amount awarded for both attorneys' fees and expenses within ten (10) days of the Effective Date or the date the court approves an award of attorneys' fees and expenses, whichever is later;
- b. 35 percent of the total amount awarded for both attorneys' fees and expenses within ten (10) days of Defendants' second payment into the Settlement Fund pursuant to Paragraph 14(b) above;
- c. 35 percent of the total amount awarded for both attorneys' fees and expenses within ten (10) days of Defendants' third payment into the Settlement Fund pursuant to Paragraph 14(c) above.

41. Application for Case Contribution Awards. Class Counsel may apply to the Court for a Case Contribution Award for each Plaintiff payable from the Settlement Fund in an amount not to exceed \$2000, and each Plaintiff shall be entitled to receive such compensation from the Settlement Fund to the extent awarded by the Court (or as modified, if necessary, following any appeal). Defendants expressly agree to take no

position with respect to the Case Contribution Award(s). No Case Contribution Award may be paid to any Plaintiff before the Effective Date.

42. Post-Award Expenses. Class Counsel may make a supplemental application to the Court for an award of expenses with respect to post-Settlement proceedings and administration, and any such award shall be payable from the Settlement Fund.

43. In the event that the Court or any court with appellate jurisdiction over this Action fails to award attorneys' fees and expenses pursuant to Paragraph 40 hereof or to award Plaintiffs a Case Contribution Award pursuant to Paragraph 41 hereof, or fails to awards attorneys' fees and expenses in the amount sought by Class Counsel or to award Case Contribution Award in the amount sought by Plaintiffs, such decision shall not provide cause for Plaintiffs to withdraw, void or nullify this Settlement Agreement.

Cy Pres Distribution

44. If there are funds remaining in the Escrow Account after the distributions are completed pursuant to Paragraphs 29-30 of this Settlement, the Settlement Administrator shall distribute all such remaining funds through the cy pres distribution. All funds resulting from returned or un-cashed checks shall remain in an account maintained by the Settlement Administrator for six months, at which time the money will be distributed through the cy pres distribution. In the event that all funds remitted from Escrow Account to the Settlement Administrator are paid to Class Members, no cy pres distribution will be made.

45. The cy pres shall be distributed to a nonprofit organization or organizations agreed upon by counsel for Plaintiffs and Defendant, and approved by the Court. Should the parties be unable to agree on the recipient(s) they shall present their respective prospective recipients to the Court, with any supporting materials and argument, and the Court shall decide the recipient(s).

46. The cy pres distribution shall be paid as soon as is practicable following the distribution of funds to Class Members.

General Provisions

47. This Settlement constitutes the entire agreement between and among the Settling Parties with respect to the settlement of the Action. This Settlement shall not be construed more strictly against one party than another merely because it may have been prepared by counsel for one of the Settling Parties, it being recognized that, because of the arm's length negotiations resulting in the Settlement, all Settling Parties hereto have contributed substantially and materially to the preparation of the Settlement. This Settlement supersedes all prior negotiations and agreements and may not be modified or amended except by a writing signed by the Settling Parties, Proposed Class Counsel, and Defendant's Counsel.

48. Each Settling Party to the Settlement warrants that they are acting on their independent judgment and upon the advice of his, her or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other person, other than the warranties and representations expressly made in

the Settlement. All captions used in the Settlement are for reference and convenience only and shall not be used in interpreting the Settlement.

49. The Settling Parties, Proposed Class Counsel, and Defendant's Counsel shall not engage in any conduct or make any statements, directly or indirectly, (a) to encourage, promote, or solicit Class Members or their counsel to request exclusion from the Settlement Class or to object to the Settlement.

50. The Settlement shall be binding upon, and shall inure to the benefit of, the Settling Parties, the Class Members, the Releasees, and the respective heirs, administrators, successors, and assigns of each of them. Except as provided in the foregoing sentence, nothing in this Settlement is intended to create any legally enforceable rights in any other person or to make any other person, including, but without limitation, an agreed-upon recipient of cy pres funds pursuant to Paragraphs 44-46 of this Settlement, a beneficiary of this Settlement.

51. The Settling Parties, Proposed Class Counsel, and Defendant's Counsel: (i) acknowledge that it is their intent to consummate this agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement; and (iii) shall execute all documents and perform any additional acts necessary and proper to effectuate the terms of the Settlement.

52. This Settlement shall be construed, enforced and administered in accordance with the laws of the State of Connecticut without reference to its conflict of laws principles.

53. All Settling Parties and Class Members submit to the continuing jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

54. 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.

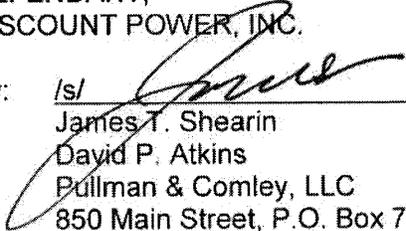
IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

PLAINTIFFS,
HOLLY CHANDLER AND
DEVON ANN CONOVER

By: /s/ 

Robert A. IZARD
Seth R. Klein
IZARD KINDALL & RAABLE LLP
(Juris No. 410725)
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West Hartford, CT 06107
(860) 493-6292

DEFENDANT,
DISCOUNT POWER, INC.

By: /s/ 

James T. Shearin
David P. Atkins
Pullman & Comley, LLC
850 Main Street, P.O. Box 7006
Bridgeport, CT 06601-7006
Juris No. 47892
Telephone 203-330-2000
Facsimile 203-576-8888

EXHIBIT A

Superior Court for the State of Connecticut
Judicial District of Hartford

If you were a customer of Discount Power, Inc.’s variable rate electricity supply services between June 1, 2013, and July 31, 2016, you could receive a cash payment from a class action settlement.

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

- A settlement has been reached with Discount Power, Inc. (“Discount Power” or “Defendant”) about the electricity supply rates charged by Discount Power to its **variable rate** customers between June 1, 2013 and July 31, 2016. The settlement offers payments to eligible people who were variable electric rate customers during that period.
- 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 Discount Power 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 Discount Power 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.

BASIC INFORMATION PAGE 3

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a settlement?

WHO IS IN THE SETTLEMENT PAGE 3

- 5. How do I know if I am part of the settlement?
- 6. Are there exceptions to being included?
- 7. What if I am not sure whether I am included in the settlement?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGE 4

- 8. What does the settlement provide?
- 9. How will the claims be decided?

HOW TO GET BENEFITS—SUBMITTING A CLAIM PAGE 5

- 10. How do I ask for a payment?
- 11. When will I get my payment?
- 12. What am I giving up to get a payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE 6

- 13. If I exclude myself, can I get anything from this settlement?
- 14. If I do not exclude myself, can I sue later?
- 15. How do I get out of the settlement?

THE LAWYERS REPRESENTING YOU PAGE 6

- 16. Do I have a lawyer in the case?
- 17. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT PAGE 7

- 18. How do I tell the Court if I do not like the settlement?
- 19. What is the difference between objecting and asking to be excluded?

THE COURT’S FAIRNESS HEARING..... PAGE 8

- 20. When and where will the Court decide whether to approve the settlement?
- 21. Do I have to come to the hearing?
- 22. May I speak at the hearing?

IF YOU DO NOTHING PAGE 8

- 23. What happens if I do nothing?

GETTING MORE INFORMATION PAGE 8

- 24. How do I get more information?

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 *Chandler and Conover v. Discount Power, Inc.*, Case No. HHD-CV-14-6055537-S, filed on November 20, 2014.

The people who sued are called “Plaintiffs,” and the company they sued, Discount Power, is called “Defendant.”

2. What is this lawsuit about?

The lawsuit alleges that Discount Power falsely claimed in its contracts with customers that its variable rate for electricity supply services would fluctuate based on changes in the “wholesale power market,” but in practice failed to decrease its variable rate when wholesale market rates went down. The lawsuit further alleges that Discount Power’s variable rate customers suffered monetary damages as a result of this alleged misconduct.

Discount Power denies all of Plaintiffs’ claims and says that it did nothing wrong. Discount Power specifically states that it followed all terms of its contract with customers, and that Plaintiffs’ 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 Holly Chandler and Devon Ann Conover) sue on behalf of 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 Plaintiffs 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.

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 Discount Power variable rate electric plan in connection with a property located within Connecticut at any time from June 1, 2013, through and including July 31, 2016. Discount Power no longer offers new residential customers the ability to purchase electricity at variable rates and has no present plan or intention of doing so in the future. Any current residential customers on a variable rate plan are, by law, given notice of the forthcoming variable rates two months in advance, and are permitted to switch to a fixed rate program, or change resellers altogether, before they are charged the disclosed variable rate.

6. Are there exceptions to being included?

Yes. The following are not included in the settlement: Discount Power, the officers, directors and employees of Discount Power; any entity in which Discount Power has a controlling interest; any affiliate or legal representative of Discount Power; the judge to whom this case is assigned and any member of the judge’s immediate family; 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?

Discount Power has agreed to pay a total of \$850,000 into a Settlement Fund in three installments, with the final installment payable no later than December 31, 2018. 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 plaintiffs; 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 being fully funded, individual Discount Power customers who have filed a Claim Form (“claimants”) will be eligible to receive a share of the Settlement Fund based upon the amount of variable rate electricity used by that claimant between June 1, 2013, and July 31, 2016 as a percentage of the total amount of variable rate electricity used by all claimants during that same period (excluding periods in which Discount Power’s procurement cost for electricity exceeded the variable price at which it sold that electricity), as set forth in Discount Power’s internal 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 incentive awards for the Lead Plaintiffs 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.

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:

Chandler v. Discount Power Claims Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

11. When will I get my payment?

Claimants who submit valid Claim Forms will receive payments by mail. Discount Power customers who do not submit Claim Forms will not receive a payment. Payments will only 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.

Under the terms of the Settlement Agreement, Discount Power will deposit the \$850,000 Settlement Fund into an escrow account in three installments, with the final installment payable no later than December 31, 2018. Assuming the Court grants “final approval” to the settlement, payment will be made to claimants only after the escrow account is fully funded. Payment will be made at that point as soon as practicable. 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 Discount Power from all of the claims described and identified in paragraphs 35-38 of the Settlement Agreement. This means you will no longer be able to sue Discount Power 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 Discount Power 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 Discount Power 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 Discount Power 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 *Chandler v. Discount Power* and you must list your CL&P, Eversource or UI account number(s). 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 that everyone whose name is on the account satisfies the criteria set forth above to be a Settlement Class Member (*see* “How do I know if I am part of the settlement?”).
- (3) A statement of intention to exclude everyone whose name is on the account from the Settlement Class.
- (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:

Chandler v. Discount Power 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 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 25%, along with payment of reasonable costs and expenses. Settlement Class Counsel will also request an incentive payment of \$2,000 to each Class Representative 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 *Chandler v. Discount Power*, Case No. X03 HHD-CV14-6055537-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	James Shearin, Esq. David Atkins, Esq. Pullman & Comley LLC 850 Main Street P.O. Box 7006 Bridgeport, CT 06601

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 *Chandler v. Discount Power*, Case No. X03 HHD-CV14-6055537-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 Discount Power 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: *Chandler v. Discount Power 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 Discount Power, Inc. and paid a variable rate for electric supply services between June 1, 2013 and July 31, 2016, your rights may be affected by this class action settlement.**
- **Plaintiffs claim that the variable rates charged by Discount Power 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 \$850,000 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 *Chandler and Conover v. Discount Power, Inc.*, Case No. HHD-CV-14-6055537-S, filed in the Superior Court of the State of Connecticut. The lawsuit alleges that Discount Power falsely claimed in its contracts with customers that its variable rate for electricity supply services would fluctuate based on changes in the “wholesale power market,” but in practice failed to decrease its variable rate when wholesale market rates went down. Discount Power denies all of Plaintiffs’ claims and says that it did nothing wrong. Discount Power specifically states that it followed all terms of its contract with customers, and that Plaintiffs’ claims are without factual or legal merit. The Court has not ruled on the merits of Plaintiffs’ claims or Discount Power’s defenses.

Why am I getting this Notice? You were identified as someone who was a variable electric rate customer of Discount Power with regard to a property located in Connecticut during the period covered by the proposed settlement (June 1, 2013 through July 31, 2016).

What does the settlement provide? Discount Power has agreed to pay a total of \$850,000 into a Settlement Fund in three installments, with the final installment payable no later than December 31, 2018. 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 plaintiffs; and (c) third party costs to provide notice and to administer the settlement. Upon being fully funded, individual Discount Power customers who have filed a Claim Form (“claimants”) will be eligible to receive a share of the Settlement Fund based upon the amount of variable rate electricity used by that claimant between June 1, 2013, and July 31, 2016 as a percentage of the total amount of variable rate electricity used by all claimants during that same period (excluding periods in which Discount Power’s procurement cost for electricity exceeded the variable price at which it sold that electricity). 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 incentive awards for the Lead Plaintiffs 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. Claimants whose calculated loss totals less than \$3 will not receive any payment. The Lead Plaintiffs 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 25% 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: *Chandler v. Discount Power* Claims Administrator, P.O. Box **xxxxx**, 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 Discount Power 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 *Chandler v. Discount Power*. Your exclusion request must also list your CL&P, Eversource or UI account number(s) 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: *Chandler v. Discount Power* Claims Administrator, P.O. Box **xxxxx**, 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 Discount Power'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 [\[www.WEBSITE.com\]](http://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 Discount Power (and the other Released Parties defined in the Settlement Agreement available at [\[www.WEBSITE.com\]](http://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.

Chandler v. Discount Power
Claims Administrator
P.O. Box xxxxx
City, ST xxxxxx-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 Discount Power, Inc. and paid a variable rate for electric supply services between June 1, 2013 and July 31, 2016, your rights may be affected by this class action settlement.**
- **Plaintiffs claim that the variable rates charged by Discount Power 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 \$850,000 settlement fund.**
- **Go to [\[website\]](#) or call [1-8XX-XXX-XXXX](#) for more details.**

EXHIBIT D

Legal Notice

If you were a customer of Discount Power, Inc.'s variable rate electricity supply services between June 1, 2013, and July 31, 2016, you could receive a cash payment from a class action settlement.

A proposed settlement has been reached in a class action lawsuit captioned *Chandler and Conover v. Discount Power, Inc.*, Case No. HHD-CV14-6055537-S in the Superior Court of the State of Connecticut. The lawsuit alleges that Discount Power, Inc. ("Discount Power") falsely claimed in its contracts with customers that its variable rate for electricity supply services would fluctuate based on changes in the "wholesale power market," but in practice failed to decrease its variable rate when wholesale market rates went down. Discount Power denies all of Plaintiffs' claims and says that it did nothing wrong. The Court has not ruled on the merits of Plaintiffs' claims or Discount Power's defenses.

Am I a Settlement Class Member? You may be a Settlement Class Member if you were enrolled (either initially or through "rolling over" from a fixed rate plan) in a Discount Power variable rate electric plan in connection with a property located within Connecticut at any time from June 1, 2013, through and including July 31, 2016.

What Does the Settlement Provide? Discount Power has agreed to pay a total of \$850,000 into a Settlement Fund to pay cash awards to Settlement Class Members who file a valid claim, as well as (a) attorneys' fees (not to exceed one-third of the Settlement Fund), as well as costs and expenses; (b) incentive payments to the two lead plaintiffs (not to exceed \$2,000 each); and (c) third-party costs to provide notice and to administer the Settlement. If you are a Settlement Class Member, you may return a Claim Form to be eligible to receive a share of the Settlement Fund based upon the amount of variable rate electricity you used between June 1, 2013, and July 31, 2016 as a percentage of the total amount of variable rate electricity used by all claimants during that same period (excluding periods in which Discount Power's procurement cost for electricity exceeded the variable price at which it sold that electricity). Further details are available in the Settlement Agreement available at www.WEBSITE.com.

What Are My Options? To ask for a cash payment, you must submit a Claim Form by **Month DD, 20YY**. You may visit www.WEBSITE.com to fill out a Claim Form online or to download a Claim Form that you can print and mail. You can also request that a Claim Form be mailed to you by calling 1-8NN-NNN-NNNN. If you wish to exclude yourself from the Class, you must do so by **Month DD, 20YY**. If you exclude yourself, you cannot get money from this Settlement, but you will keep your right to sue Discount Power for the same legal claims in this lawsuit. If you do not exclude yourself from the Class, you may object to the Settlement to the Settlement by **Month DD, 20YY**. If you do nothing, file a Claim Form or object to the Settlement, you will be bound by all of the Court's orders and judgments in this case and you will give up your right to sue Discount Power for the legal claims resolved by this Settlement and released by the Settlement Agreement. **Complete details about these options is available at www.WEBSITE.com.**

A Court authorized this notice. Before any money is paid, the Court will hold a hearing on **Month DD, 20YY** at the Connecticut Superior Court, Judicial District of Hartford, Court Room No. **000**, 95 Washington Street, Hartford, CT 06106 to decide whether to approve the Settlement and Settlement Class Counsel's request for fees and expenses. You may appear at the hearing, but you do not have to. You may also hire your own attorney, at your own expense, to appear to speak for you at the hearing.

CLAIM FORMS MUST BE RETURNED BY **Month DD, 20YY.**
QUESTIONS? VISIT www.WEBSITE.com OR CALL **1-8NN-NNN-NNNN.**