

DOCKET NO. X03 HHD-CV14-6055537-S	:	SUPERIOR COURT
	:	
HOLLY CHANDLER AND DEVON ANN CONOVER,	:	COMPLEX LITIGATION DOCKET
	:	
PLAINTIFFS,	:	AT HARTFORD
	:	
VS.	:	
	:	
DISCOUNT POWER, INC.	:	
	:	
DEFENDANT	:	FEBRUARY 1, 2017

**[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 Holly Chandler and Devon Ann Conover (“Plaintiffs”), 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 Discount Power, Inc. (“DPI”).

**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 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.

Excluded from the defined Settlement Class are DPI, the officers, directors and employees of DPI; any entity in which DPI has a controlling interest; any affiliate or legal representative of DPI; the undersigned judge 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. The defined Settlement Class also excludes any person who timely submits a valid request to be excluded.

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, 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**

8. 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.

9. 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.

10. 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**

11. 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.

#### **Final Order and Dismissal with Prejudice**

12. In accordance with the terms of the Settlement Agreement, *Chandler v. Discount Power, Inc.*, No. X03 HHD-CV14-6055537-S (Conn. Super., Waterbury Jud. Dist., CLD) is dismissed with prejudice.

13. 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.

14. 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.

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Hon. Ingrid L. Moll  
Judge of the Superior Court

Dated: \_\_\_\_\_, 2017

**Exhibit A**

**Persons Excluded from the Settlement Class by Request**