

CONSTANCE JURICH, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

VERDE ENERGY USA, INC.,

Defendant.

SUPERIOR COURT

COMPLEX LITIGATION DOCKET
AT HARTFORD

FILED

OCT 21 2019

HARTFORD J.D.

**ORDER APPROVING PLAINTIFF'S UNCONTESTED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

THIS CAUSE is before the Court on Plaintiff's Uncontested Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion, the Settlement Agreement, the Declaration of Robert A. Izard, and the record in this case, and for good cause shown:

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Court finds for the purposes of preliminary approval, that the proposed Settlement, as set forth in the Parties' Settlement Agreement, is fair, reasonable, adequate and in the best interest of the Settlement Class. The Court further finds that the Settlement was entered into at arm's-length by highly experienced counsel. The Court therefore preliminarily approves the proposed Settlement.

2. The Court conditionally certifies, for settlement purposes only, a Settlement Class defined as:

All individual residential and small business consumers who enrolled (either initially or through "rolling over" from a fixed rate plan) in a Verde Energy USA, Inc. variable rate electricity plan from December 1, 2009 through, and including, October 31, 2015, in connection with a property located within Connecticut, excluding persons whose only contract with Verde Energy USA, Inc. contained a "Governing Law and Arbitration" clause.

Also excluded from the settlement class are: Verde Energy USA, Inc.; the officers, directors, shareholders and employees of Verde Energy USA, Inc.; any entity in which Verde Energy USA, Inc. has a controlling interest; any affiliate or legal representative of Verde Energy USA, Inc.; the Judge to whom this action is assigned, his staff and any member of their immediate family; and any heirs, assigns and/or successors of any such persons or entities in their capacity as such.

3. The Court preliminarily finds, for settlement purposes only, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class and that those questions predominate over questions affecting only individual Settlement Class Members; Plaintiff's claims are typical of the claims of the Settlement Class; Plaintiff will fairly and adequately protect the interests of the Settlement Class; and class treatment is superior to individual litigation by Settlement Class Members.

4. For settlement purposes only, the Court preliminarily appoints Plaintiff, Constance Jurich, as the representative of the Settlement Class.

5. For settlement purposes only, the Court preliminarily appoints Robert IZARD and Seth Klein of IZARD KINDALL & RAABE, LLP to act as Class Counsel to the Settlement Class.

6. The Court approves, as to form and content, the Postcard Notice and Long-Form Notice reflected in docket entry 261.00 attached as Exhibits B and C, respectively, to the Settlement Agreement, and finds that the distribution of the Notice meets the requirements of due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Court approves the following schedule for dissemination of the notice, requesting exclusion from the Settlement Class, or objecting to the Settlement, and submitting papers in connection with final approval, as follows:

Within 10 business after entry of the Preliminary Approval Order	Defendant will, to the extent reasonably available to it, provide the Settlement Administrator with such available data reasonably necessary for administration of the Settlement, including, for Settlement Class Members, their names and last known addresses and email addresses.
Within 30 days after entry of the Preliminary Approval Order	The Settlement Administrator shall mail the Postcard Notice to all Settlement Class Members, or, only if a postal address is not available for a Settlement Class Member, shall email the Postcard Notice.
Within 30 days after entry of the Preliminary Approval Order	The Settlement Administrator shall cause the Settlement Agreement, this Order, and a copy of the Long-Form Notice to be posted on the Settlement Website.
Upon mailing of the Postcard Notice	Claim Period begins.
45 days after mailing of the Postcard Notice	Plaintiffs shall file a motion for final approval of settlement, and an application for the award of Attorneys' Fees and Costs and Named Plaintiff Enhancement Award. The Settlement Administrator shall cause any such motions to be posted on the Settlement Website.
60 days after mailing of Postcard Notice	Claim Deadline: Deadline for Settlement Class Members to submit Claim Forms. Opt-Out Deadline: Deadline for Settlement Class Members to Opt-Out of Settlement. Objection Deadline: Deadline for Settlement Class Members to object to terms of Settlement and to advise the parties and the Court of intent to appear at Fairness Hearing.
67 days after mailing of Postcard Notice	Deadline for the Settlement Administrator to provide counsel with affidavit of mailing of Postcard Notice
67 days after mailing of Postcard Notice	Deadline for the Settlement Administrator to provide counsel a list of all Class Members who returned a timely request to Opt-Out of the Settlement (as described in the Postcard Notice).
At least 21 days prior to Fairness Hearing	Class Counsel shall serve and file an affidavit of the Settlement Administrator declaring compliance with the notice provisions of this Order.
7 days prior to Fairness Hearing	Deadline for filing reply papers by the Parties in further support of the Settlement and/or in response to any Objections.

At least 10 business days prior to
Fairness Hearing

Settlement Administrator shall provide Defendant's
Counsel with notice and list of Opt-Outs

8. The Court approves Heffler Claims Group as the Settlement Administrator, with the responsibilities set forth in the Settlement Agreement.

9. Any Settlement Class Member may request to be excluded (or "Opt-Out") from the Settlement Class. A Settlement Class Member who wishes to Opt-Out of the Settlement Class must give written notice to the Settlement Administrator by the Opt-Out Deadline. Opt-Out requests must: (a) be signed by the Settlement Class Member who is requesting exclusion; (b) include the full name, address, and phone number(s) of the Settlement Class Member who is requesting exclusion; and (c) include the following statement: "I/We request to Opt-Out from the Settlement in the Verde Action." Requests to Opt-Out that are not timely shall be considered invalid and of no effect and persons who untimely submit a request to Opt-Out shall remain a Settlement Class Member. Except for those persons who have properly and timely submitted requests to Opt-Out, all Settlement Class Members shall be bound by the Settlement Agreement and the Final Approval Order, including the releases, regardless of whether they file a Claim or receive any monetary relief. Any person who timely and properly submits a request to Opt-Out shall not: (a) be bound by any orders or the Final Approval Order nor by the releases contained therein; (b) be entitled to any relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement. Each Settlement Class Member requesting to Opt-Out must personally sign his, her or its own individual request to Opt-Out. No Person may Opt-Out of the Settlement Class for any other person, or be Opted-Out by any other person, and no person shall be deemed Opted-Out of the Settlement Class through any purported "mass" or "class" opt-outs.

10. Any Settlement Class Member who intends to object to the Settlement must do so by the Objection Deadline. In order to object, the Settlement Class Member must file with the Court prior to the Objection Deadline, and provide a copy to Class Counsel and Defendant's Counsel, also prior to the Objection Deadline, a document that includes or attached all of the following:

- a. documents establishing, or information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member;
- b. a statement of such Settlement Class Member's specific Objection(s);
- c. the grounds for the Objection(s);
- d. any documents such objector desires the Court to consider; and
- e. all information requested on the Claim Form.

Any Settlement Class Member who fails to file and serve timely a written Objection containing all of the information listed in items (a) through (e) of the previous paragraph shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal. Any Settlement Class Member who wishes to appear and be heard at the Fairness Hearing must also file and serve a notice of his/her/its intent to appear at the Fairness Hearing at the same time the Objection is filed and served. No Settlement Class Member who fails to submit this notice of intent to appear will be permitted to offer testimony or argument at the Fairness Hearing.

Upon the filing of an Objection, Class Counsel and Defendant's Counsel may take the deposition of the objecting Settlement Class Member at an agreed-upon time and location, and to obtain any evidence relevant to the Objection. Failure by an objector to make himself, herself or

itself available for deposition or comply with expedited discovery may result in the Court striking the Objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the Objection is frivolous or is made for an improper purpose.

11. A Fairness Hearing is hereby scheduled to be held before the undersigned on February 24, 2020 at 9:15 a.m. to consider the fairness, reasonableness and adequacy of the Settlement Agreement, the entry of a Final Approval Order in the case, any petition for Attorneys' Fees and Costs and the Named Plaintiff Enhancement Award to Plaintiff, and any other related matters that are brought to the attention of the Court in a timely fashion.

12. Any Settlement Class Member that has not filed a request to Opt-Out may appear at the Fairness Hearing in person or by counsel and may be heard, to the extent allowed by the Court, in opposition to the fairness, reasonableness, and adequacy of the Settlement Agreement; provided, however, that no person shall be heard in opposition to the Settlement Agreement, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless, in accordance with the deadlines above, such person: (a) filed with the Clerk of the Court a notice of such person's intention to appear as well as a statement that indicates the basis for such person's opposition to the Settlement Agreement, and any documentation in support of such opposition; and (b) serves copies of such notice, statement and documentation upon all counsel.

13. The date and time of the Fairness Hearing shall be set forth in the Notice, but shall be subject to adjournment by the Court without further notice to the Settlement Class Members other than which may be posted on the Court's docket or the Settlement Website.

14. If final approval of the Settlement is not granted, or if the Settlement is terminated for any reason, the Settlement and all proceedings had in connection therewith shall be without

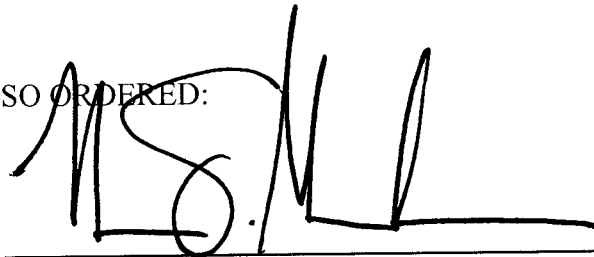
prejudice to the Parties' rights and the Parties shall return to the *status quo ante*, and all Orders issued pursuant to the Settlement and Preliminary and Final Approval process shall be vacated. In such event, the Settlement Agreement and all negotiations concerning it shall not be used or referred to in this Action, or any other action, for any purpose whatsoever.

15. The Court hereby stays all proceedings in this Action other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred.

16. Additionally, the Court hereby prohibits and/or enjoins any other person or counsel from representing or prosecuting any claims on behalf of this Settlement Class in any other court.

Dated: October 21, 2019
Hartford, Connecticut

SO ORDERED:

A handwritten signature in black ink, appearing to read 'T. G. Moukawsher', written over a horizontal line.

Hon. Thomas G. Moukawsher