

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

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL

THIS CAUSE is before the Court on Plaintiff's Motion for Final Approval of the Settlement and upon Class Counsel's Motions for Award of Attorneys' Fees and Costs and the Named Plaintiff Enhancement Award. Due and adequate notice having been given to the Settlement Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein, and all oral and written comments received regarding the proposed Settlement, and having reviewed the record in this litigation, and good cause appearing, **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. For purposes of this Final Judgment and Order of Dismissal ("Judgment"), the Court adopts all defined terms as set forth in the Settlement Agreement filed in this Action.
2. The Court has jurisdiction over the subject matter of the Action, the Plaintiff, the Settlement Class Members, and Defendant (the "Settling Parties").
3. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds as to the Settlement Class that:
 - a. the Settlement Class is so numerous that joinder of all members is impracticable;
 - b. there are questions of law or fact common to the Settlement Class;

- c. the claims of Plaintiff are typical of the claims of the Settlement Class;
- d. the Plaintiff will fairly and adequately protect the interests of the Settlement Class;
- e. questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and
- f. a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. For purposes of, and solely in connection with, the Settlement, the Court certifies the following Settlement Class:

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, during December 1, 2009 through, and including, October 31, 2015, in connection with a property located within Connecticut, excluding persons whose only contract with Verde contained a “Governing Law and Arbitration” clause.

Also, excluded from the Settlement Class are: the Defendant; officers, directors, shareholders and employees of Defendant; any entity in which Defendant has a controlling interest; any affiliate or legal representative of Defendant; the Judge to whom the action is assigned, his staff and any members of their immediate family; and any heirs, assigns and/or successors of any such persons or entities in their capacity as such.

5. Based on evidence and other material submitted in conjunction with the Fairness Hearing, the Court hereby finds and concludes that (a) the Postcard Notice was disseminated to the Settlement Class Members in accordance with the Settlement Agreement and the Court’s Preliminary Approval Order, and (b) the Long-Form Notice, the Claim Form, and the Settlement Website complied with this Court’s Preliminary Approval Order.

6. The Court finds and concludes that the Postcard Notice, the Long-Form Notice, the Claim Form, the Settlement Website, and all other aspects of the Notice, Opt-Out and Claims submission procedures set forth in the Settlement Agreement fully satisfy the requirements of due process, were the best notice practicable under the circumstances, and support the Court's exercise of jurisdiction over the Settlement Class and the Settlement Class Members.

7. **[AS NEEDED:]** Certain persons who fall within the definition of the Settlement Class have requested to Opt-Out of the Settlement and have complied with the procedures established by the Settlement Agreement and this Court. These persons are _____, and they will not be bound by the terms of the Settlement Agreement.

8. **[AS NEEDED]** This Court has considered and overruled all Objections to the Settlement.

9. The Court finds that the Settlement Agreement is the product of arm's-length settlement negotiations between the Parties.

10. The Court hereby approves the Settlement (as set forth in the Settlement Agreement), the releases, and all other terms in the Settlement Agreement, as fair, just, reasonable and adequate as to the Parties and the Settlement Class. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

11. Upon the Effective Date as defined in the Settlement Agreement and by operation of this Judgment, Plaintiff and each Settlement Class Member, who did not properly and timely Opt-Out, shall be bound by the terms of the Settlement as set forth in the Settlement Agreement and this Judgment, and shall be deemed to have released, dismissed and forever discharged the Released Claim against each and every one of the Released Persons, with prejudice and on the merits, without cost to any of the Parties

12. Each and every Settlement Class Member, who did not timely and properly Opt-Out, and any person actually or purportedly acting on behalf of any such Settlement Class Member, is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral or other forum, against the Released Persons. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Judgment, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

13. This Action and the causes of action set forth in the Complaint are dismissed with prejudice. The Parties are to bear their own attorneys' fees and costs, except as otherwise expressly provided in the Settlement Agreement.

14. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Released Persons may file the Settlement Agreement and/or the Judgment for this Action or in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. If for any reason the Effective Date does not occur, then (a) the certification of the Settlement Class shall be deemed vacated, (b) the certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification issues; (c) the Parties shall return to the *status quo ante* in the Action as it existed on the date of entry of the Preliminary Approval Order, without prejudice to the right of any of the Parties to assert any right or position that could have been asserted if the Settlement had never been reached or proposed to the Court.

16. Upon consideration of Class Counsel's Motion for an Award of Attorneys' Fees and Costs, Class Counsel's Motion is GRANTED. Consistent with the Settlement Agreement, Defendant shall pay Class Counsel \$_____ in Attorneys' Fees and Costs. Per the Settlement Agreement, this award shall be paid separate and apart from the amounts received by the Claimants.

17. Upon consideration of Class Counsel's request for Named Plaintiff Enhancement Award to the Plaintiff, the request is GRANTED. Consistent with the term of the Settlement Agreement, Defendant shall pay Plaintiff Constance Jurich the amount of \$_____. Per the Settlement Agreement, this Named Plaintiff Enhanced Award shall be paid separate and apart from the amounts received by the Claimants.

18. Within 120 days from the Effective Date, the Settlement Administrator shall destroy all personally identifying information about any Settlement Class Member in its possession, custody, or control, including (but not limited to) any list that the Settlement Administrator received from Defendant in connection with the Settlement Administrator's efforts to provide Notice to Settlement Class Members.

19. This document is a final, appealable order, and shall constitute a judgment for purposes of the Connecticut Rules of Civil Procedure.

Dated: _____, _____
Hartford, Connecticut

SO ORDERED:

Hon. Thomas G. Moukawsher