

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.

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BASIC INFORMATION

1. Why is this Notice being provided?

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

Judge Ingrid Moll of the Complex Litigation Docket of the State of Connecticut Superior Court, Judicial District of Hartford, is overseeing this class action. The case is known as *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.DiscountPowerSettlement.com or call the toll free number, 1-877-435-2043.

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.DiscountPowerSettlement.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.DiscountPowerSettlement.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 1-877-435-2043.

The deadline to file your claim online is **March 10, 2017**. If filing a paper claim, you must mail your Claim Form postmarked no later than **March 10, 2017** to:

Chandler v. Discount Power Claims Administrator
P.O. Box 43034
Providence, RI 02940-3034

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.

QUESTIONS? CALL 1-877-435-2043 OR VISIT WWW.DISCOUNTPOWERSETTLEMENT.COM

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.DiscountPowerSettlement.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 **February 27, 2017** to:

Chandler v. Discount Power Claims Administrator
P.O. Box 43034
Providence, RI 02940-3034

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.DiscountPowerSettlement.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 **February 27, 2017**.

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 10:00 a.m. on **March 27, 2017**, at the Connecticut Superior Court, Judicial District of Hartford, Court Room No. 400, 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.DiscountPowerSettlement.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 **February 27, 2017**. 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.DiscountPowerSettlement.com. You also may call with questions or have a Claim Form mailed to you by calling 1-877-435-2043. In addition, you may direct questions to Settlement Class Counsel (Izard Kindall & Raabe LLP) at 860-493-6292.