

**DOCKET NUMBER X07-HHDCV15-6060160-S**

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

**SETTLEMENT AGREEMENT**

As of this 18<sup>th</sup> day of September, 2019, Plaintiff, Constance Jurich, (“Plaintiff”), acting individually and on behalf of the Settlement Class (defined below), and Verde Energy USA, Inc. (“Verde” or “Defendant”) (Plaintiff and Verde are sometimes collectively referred to herein as the “Parties” and each, individually, as a “Party”), enter into this Settlement Agreement (“Settlement” or “Agreement”). Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Agreement and upon the entry by the Court of a Final Approval Order (defined below) and the occurrence of the Effective Date (defined below), the Action (defined below) and all the Released Claims (defined below) shall be fully, completely and forever compromised, settled, released and discharged upon and subject to the terms and conditions set forth below:

**I. RECITALS**

1.1 WHEREAS, all terms with initial capitalization shall have the meanings ascribed to them in this Agreement.

1.2 WHEREAS, on June 12, 2015, original named plaintiff, Shane Roberts (“Roberts”), filed a class action complaint against Defendant in the Action, individually and

purportedly for all others similarly situated, for alleged violations of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.*, and for a breach of the covenant of good faith and fair dealing. Subsequently, Constance Jurich replaced Roberts as the named plaintiff and a claim for breach of implied contract (unjust enrichment/*quantum meruit*) was added by way of the Complaint (defined below).

1.3 WHEREAS, in the Complaint, Plaintiff generally alleges that Defendant charged her for variable electricity rates that did not match the rates permitted by her contract.

1.4 WHEREAS, Defendant denies any and all liability with respect to the claims alleged in the Complaint.

1.5 WHEREAS, prior to and throughout the Action, Class Counsel (defined below) has conducted a thorough examination and investigation of the facts and law relating to the matters in the Action, including, but not limited to, examining documents and data produced by Defendant.

1.6 WHEREAS, the Parties first agreed to mediate the Action in 2017 and retained Brian Mone to serve as the mediator. On July 11, 2017, Mr. Mone conducted a full-day mediation session between the Parties.

1.7 WHEREAS, during the Spring of 2019, the Parties again agreed to mediate the Action and retained the Hon. Antonio C. Robaina (Ret.) to serve as the mediator (the "Mediator").

1.8 WHEREAS, on May 9, 2019 and July 16, 2019, the Mediator conducted full-day in-person mediation sessions between the Parties in Hartford, Connecticut.

1.9 WHEREAS, at the conclusion of the mediation on July 16, 2019, the Parties accepted the Mediator's proposed settlement, subject to the satisfaction of certain conditions, including the negotiation of a definitive settlement agreement and approval of the Settlement by the Court.

1.10 WHEREAS, prior to agreeing to the Settlement, Class Counsel analyzed and evaluated the merits of the Parties' respective contentions and the Settlement as it impacts all Parties, including the Settlement Class Members (defined below). Plaintiff and Class Counsel, after taking into account the risks and costs of further litigation, are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate, and that the Settlement is in the best interest of the Settlement Class Members.

1.11 WHEREAS, Defendant, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to the claims, considers it desirable to resolve the Action on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations, and to dispose of burdensome litigation.

1.12 WHEREAS, the Settlement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any of the Parties of the truth of any allegation or the validity of any purported claim or defense asserted in any of the pleadings in the Action, or of any fault or liability on the part of Defendant.

## II. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below. Other capitalized terms in this Agreement, but not defined in this section, shall have the meanings ascribed to them elsewhere in this Agreement. As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof, as the case may be.

2.1 "Action" means the case styled as Docket Number X07-HHDCV15-6060160-S, originally filed by Roberts, on behalf of himself and all others similarly situated, and now pursued

by Plaintiff, against Verde Energy USA, Inc., pending in the Connecticut Superior Court, Complex Litigation Docket at Hartford.

**2.2** “Administration Expenses” means the taxes and reasonable costs, fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator performs in furtherance of the notice and administration of the Settlement.

**2.3** “Agreement” means this Settlement Agreement, including all terms, conditions and exhibits, containing the entire agreement between the Parties.

**2.4** “Attorneys’ Fees and Costs” means all reasonable attorneys’ fees and out-of-pocket litigation costs and expenses incurred by Class Counsel, and/or Plaintiff’s counsel, including, but not limited to, expert witness fees, for the Action and for which Class Counsel will seek to be awarded by the Court, as described more particularly in Section VI of this Agreement, which amount shall not exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) in the aggregate. Under no circumstances shall Defendant’s liability for Attorneys’ Fees and Costs for the Action exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) in the aggregate.

**2.5** “Benefit” means the cash payment available to a Claimant who submits a Valid Claim under this Agreement. The specific benefit paid is subject to review and validation by the Settlement Administrator based upon the terms and conditions of this Agreement.

**2.6** “Claim” means a request for payment from the Maximum Claimant Settlement Amount pursuant to this Settlement submitted by a Settlement Class Member on a Claim Form.

**2.7** “Claim Deadline” means the date by which a Claim Form must be received by the Settlement Administrator to be considered timely. The Claim Deadline will be at 11:59 p.m. Eastern Time on the last day of the Claim Period.

**2.8** “Claim Form” means the claim form, substantially in the form attached hereto as Exhibit A, whether in electronic or hard copy, that must be completed by a Settlement Class Member and timely and properly submitted to the Settlement Administrator in order to receive a payment of a Claim.

**2.9** “Claim Period” means the period of time in which a Settlement Class Member must deliver a Claim Form to the Settlement Administrator, which shall begin the date upon which the Postcard Notice is mailed or emailed to the Settlement Class Members (the “Notice Date”) and shall conclude sixty (60) days following the Notice Date. The end date of the Claim Period shall be set forth in the Postcard Notice and the Long-Form Notice.

**2.10** “Claimant” means a Settlement Class Member (including Plaintiff) who does not Opt-Out, but who instead submits a Valid Claim to the Settlement Administrator in accordance with the requirements set forth in the Agreement and established by the Court.

**2.11** “Class Counsel” means Izard, Kindall & Raabe LLP.

**2.12** “Class Period” means December 1, 2009 through, and including, October 31, 2015.

**2.13** “Complaint” means the Amended Class Action Complaint filed on behalf of Plaintiff, Constance Jurich, on or about December 18, 2018.

**2.14** “Court” means the Connecticut Superior Court, Complex Litigation Docket at Hartford, Connecticut.

**2.15** “Defendant” or “Verde” means Verde Energy USA, Inc., including its officers, directors, owners, shareholders, operators, parents, subsidiaries, employees, agents, representatives, lawyers, insurers, affiliates, successors and assigns.

**2.16** “Defendant’s Counsel” means Eckert Seamans Cherin & Mellott, LLC and Cowdery & Murphy, LLC.

**2.17** “Effective Date” means ten (10) business days after the date of entry of the Court’s Final Approval Order and the expiration of the time for filing a notice of appeal from the Final Approval Order if no appeal is filed, or if an appeal is filed, the latest of: (a) the date of final affirmance of the Final Approval Order; (b) the expiration of the time for a petition for *writ of certiorari* to review the Final Approval Order if affirmed and, if *certiorari* is granted, the date of final affirmance of the Order following review pursuant to that grant; or (c) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding on *certiorari* to review the Order that has the effect of confirming the Order.

**2.18** “Fairness Hearing” or “Final Approval Hearing” means the final hearing to be conducted by the Court, on notice to the Settlement Class, to consider final approval of the Settlement and Class Counsel’s motion for approval of Attorneys’ Fees and Costs. The Parties will ask the Court to schedule a Fairness Hearing approximately one hundred (100) days from the entry of the Preliminary Approval Order.

**2.19** “Final Approval Order” means the Court’s Order granting final approval of the Settlement, which shall be substantially in the form of Exhibit E to this Agreement.

**2.20** “Long-Form Notice” means the notice of the proposed settlement of the Action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. The Long-Form Notice, which will only be available to Settlement Class Members on the Settlement Website or from the Settlement Administrator, shall be substantially in the form of Exhibit C to this Agreement.

**2.21** “Maximum Claimant Settlement Amount” means up to the total amount of Six Million Dollars and Zero Cents (\$6,000,000.00), which will be paid only on a “claims made basis.” Under no circumstances shall Defendant’s liability to the Settlement Class exceed the Maximum Claimant Settlement Amount.

**2.22** “Named Plaintiff Enhancement Award” means the monetary amount, if any, awarded by the Court in recognition of the assistance provided by the Plaintiff in the prosecution of the Action, which amount shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

**2.23** “Notice” means the notice of the proposed settlement of the Action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. The Notice shall substantially be in the form of Exhibit B and Exhibit C to this Agreement.

**2.24** “Objection” means a written objection to the Settlement timely and properly filed with the Court by a Settlement Class Member.

**2.25** “Objection Deadline” means the last date on which a Settlement Class Member may object to the Settlement, which shall be sixty (60) days following the Notice Date. The Objection Deadline will be specified in the Preliminary Approval Order and the Notice.

**2.26** “Opt-Out” or “Opting-Out” means a timely written request by a Settlement Class Member to be excluded from the Settlement by following the procedures set forth in the Preliminary Approval Order and the Notice.

**2.27** “Opt-Out Deadline” means the last date on which a Settlement Class Member may request to Opt-Out, which shall be sixty (60) days following the Notice Date. The Opt-Out Deadline will be specified in the Preliminary Approval Order and Notice.

**2.28** “Opt-Out Period” means the period of time during which a Settlement Class Member must file a written request to Opt-Out, which shall begin upon the Notice Date and shall conclude on the Opt-Out Deadline.

**2.29** “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

**2.30** “Postcard Notice” means the summary notice of the proposed settlement of the Action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement that will be mailed to the Settlement Class Members. The Postcard Notice, which will also be available to the Settlement Class Members on the Settlement Website, shall be substantially in the form of Exhibit B to this Agreement.

**2.31** “Preliminary Approval Order” means the Order preliminarily approving the Settlement, conditionally certifying the Settlement Class, for settlement purposes only, for the purposes set forth in this Agreement, and approving the form of notice to potential Settlement Class Members, which Order shall be substantially in the form of Exhibit D to this Agreement.

**2.32** “Released Claims” means and includes any and all claims, liens, demands, actions, causes of action, obligations, damages, punitive damages, treble damages, penalties, rescission, declaratory or injunctive relief, disgorgement, liabilities, interest and costs, including attorneys’ fees, of any kind or nature whatsoever, that arose or arise at any time through the date of the Preliminary Approval Order, whether legal, equitable or otherwise, whether known or unknown, suspected or unsuspected, existing now or arising in the future, that actually were, or could have been, asserted in the Action, including, but not limited to, claims for violation of the Connecticut Unfair Trade Practice Act, Conn. Gen. Stat. § 42-110a *et seq.*, breach of the covenant of good faith and fair dealing, breach of implied contract and/or



unjust enrichment/*quantum meruit*, and any and all claims related to or arising from any conduct alleged in the Complaint, as amended, for the Action or related conduct (including, but not limited to, relating to any variable rates Verde charged for the supply of electricity under any agreements, understandings or programs in Connecticut) and whether the alleged conduct or related conduct may have occurred and/or is based, or could be based, on any act, omission, inadequacy, misstatement, representation, harm, matter, cause or event by any of the Released Persons, including without limitation, any claims which arise or arose under, or relate to, any provision of Conn. Gen. Stat. § 16-245o(f), the Connecticut Unfair Trade Practice Act, Conn. Gen. Stat. § 42-110a *et. seq.*, or any similar statute. In addition, Plaintiff, but not other Settlement Class Members, agrees to release (and the Released Claims shall also include) all claims, liens, demands, actions, causes of action, obligations, damages, punitive damages, treble damages, penalties, liabilities, interests and costs, including attorneys' fees, of any nature or kind whatsoever, which Plaintiff had, has, or may have, or which arose, against the Released Persons at any time to the date of the Preliminary Approval Order, whether legal, equitable or otherwise, whether known or unknown, suspected or unsuspected.

**2.33** "Released Persons" means Verde and all of its past and present parents, subsidiaries, divisions, affiliates and persons and entities directly or indirectly under their control in the past or in the present; its assignors, predecessors, successors and assigns; and the past or present partners, members, directors, officers, managers, employees, shareholders, agents, licensees, agencies, attorneys, insurers, accountants, representatives, heirs and estates of any and all of the foregoing.

**2.34** "Releasors" means each Settlement Class Member who does not submit a timely and valid written request for exclusion (Opt-Out), and any person claiming by or through him, her

or it, including any persons claiming to be his, her or its spouse, parent, child, heir, estate, guardian, associate, co-owner, attorney, agent, administrator, executor, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, officer, employee or affiliate.

**2.35** “Settlement” means this Agreement and the terms and conditions herein.

**2.36** “Settlement Administrator” means, subject to Court approval, the Heffler Claims Group.

**2.37** “Settlement Class” means 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 the Class Period, 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: (a) the Defendant; (b) the officers, directors, shareholders, and employees of Defendant; (c) any entity in which Defendant has a controlling interest; (d) any affiliate or legal representative of Defendant; (e) the Judge to whom the Action is assigned, his staff and any member of their immediate family; and (f) any heirs, assigns and/or successors of any such persons or entities in their capacity as such.

**2.38** “Settlement Class Member” means a member of the Settlement Class.

**2.39** “Settlement Website” means an internet website created and maintained by the Settlement Administrator for the Settlement. The URL of the Settlement Website shall be provided in the Postcard Notice.

**2.40** “Valid Claim” means a Claim Form timely submitted by a Settlement Class Member that (a) is submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) is, on the initial submission, accurately, fully, and truthfully completed, and executed by a Settlement Class Member, with all of the information requested in

the Claim Form; (c) is signed physically or by e-signature of a Settlement Class Member personally, subject to the penalty of perjury; (d) is received by the Settlement Administrator by the Claim Deadline; and (e) is determined to be valid by the Settlement Administrator.

2.41 “Variable Kilowatt Hour” means a kilowatt hour of electricity purchased from Defendant, and consumed by a Settlement Class Member, during the Class Period, while the electricity supply rate was variable on a monthly basis.

### **III. SETTLEMENT PROCEDURES**

3.1 As soon as practicable after the full and complete execution of this Agreement, Plaintiff shall file a motion seeking entry of the Preliminary Approval Order with the Court. Defendant will not oppose the motion seeking the Preliminary Approval Order, subject to the opportunity by Defendant’s Counsel to review and comment on the motion.

3.2 The Preliminary Approval Order shall be substantially in the form of Exhibit D to this Agreement and by its terms shall accomplish all of the following for purposes of the Settlement only:

- a. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;
- b. Conditionally certify the Settlement Class for the purpose of effecting the Settlement;
- c. Designate Plaintiff as the representative of the Settlement Class;
- d. Designate Class Counsel as counsel for the Settlement Class;
- e. Approve the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement and the Preliminary Approval Order:

1. Before disseminating Class Notice, establish the Settlement Website, which Settlement Class Members can utilize to obtain additional information regarding the Settlement;
  2. Process Claim Forms in accordance with Section V of this Agreement;
  3. Process requests for Opt-Outs in accordance with Section VIII of this Agreement; and
  4. Process Objections to the Settlement in accordance with Section VIII of this Agreement.
- f. Approve the form, content, and method of notice to be given to the Settlement Class as set forth in Section V of this Agreement.
- g. Stay all proceedings in the Action, except such proceedings as may be necessary to complete and implement the Settlement, pending the issuance of the Final Approval Order.

3.3 Based on Defendant's data and information shared with Plaintiff, there are approximately 117,000 members of the Settlement Class, who cumulatively consumed approximately 1,028,949,238 Variable Kilowatt Hours during the Class Period. Within ten (10) business days after the Preliminary Approval Order, to the extent reasonably available to it, Defendant will provide the Settlement Administrator with such available data reasonably necessary for administration of the Settlement, including, for the Settlement Class Members, their names and last known addresses and email addresses.

#### **IV. SETTLEMENT CONSIDERATION AND PAYMENTS TO CLAIMANTS**

4.1 Under no circumstances shall Defendant's responsibility or liability to pay benefits or make payments to the Settlement Class Members exceed the Maximum Claimant Settlement Amount (\$6,000,000).

4.2 In consideration of the Settlement and release given herein, each Claimant shall only be paid an amount equal to \$0.0095 per Variable Kilowatt Hour consumed by the Claimant, as a customer of Verde, during the period from December 1, 2009 to September 30, 2016 (the "Calculated Payment"), provided, however, that if a Claimant's Calculated Payment totals less than Two Dollars and Zero Cents (\$2.00), the Claimant will receive Two Dollars and Zero Cents (\$2.00). The total amount paid to all Claimants, in the aggregate, shall not exceed the Maximum Claimant Settlement Amount. In the event, however, that the aggregate total dollar value of all Claims submitted by the Claimants exceeds the Maximum Claimant Settlement Amount, each Claimant's Calculated Payment shall be reduced and the Claimant shall receive, as his/her/its Calculated Payment, a *pro rata* share of that Claimant's share of the Maximum Claimant Settlement Amount. Only one benefit is payable per eligible Verde account.

4.3 The payments described in this Section will only be available on a "claims made" basis, with no residue, and Verde will only pay, cause to be paid, or be required to pay, Valid Claims.

4.4 This Agreement does not create any property interest or unclaimed property or *cy pres* rights for Settlement Class Members who do not submit Valid Claims, or who do not cash or negotiate a settlement check/payment, or if the Settlement is terminated.

4.5 Each Settlement Class Member, each Claimant, Plaintiff, and Class Counsel shall be responsible for his, her, or its tax reporting obligations respecting the Settlement and any

payments thereunder. Defendant's Counsel and the Released Parties shall not have any liability or responsibility for any taxes or tax expenses resulting from the Settlement.

4.6 Claimants will have the opportunity to select an electronic payment option for payment of the Claimant's Calculated Payment. Should a Claimant select such electronic means, within thirty (30) days after the Effective Date, the Settlement Administrator shall send to each Claimant an email (or a postcard, if no email address is available) that (a) explains that the Court has granted final approval of the Settlement; (b) confirms the actual amount of the Claimant's potential benefit; and (c) provides the available cost-effective electronic payment options, including direct deposit and various digital payment methods. Each such Claimant shall select one of the identified payment options and provide the information required to make the payment (*i.e.*, routing and account numbers for a direct deposit or email address or phone number for a digital payment) within thirty (30) days after the email or postcard requesting the Claimant's payment preference is sent. If any Claimant fails to submit his, her or its preferred payment option (or the information necessary to make such payment) by the thirty (30) day deadline, the Settlement Administrator shall send a reminder email (or postcard, if no email address is available) requesting the information needed to receive the Claimant's Calculated Payment (no further reminders shall be sent). Upon the timely receipt of the Claimant's electronic payment option election, the Settlement Administrator shall promptly cause the distribution of the Claimant's Calculated Payment pursuant to the electronic payment option selected by the Claimant.

4.7 All settlement checks/payments issued to the Claimants will only be valid and negotiable for a period of one hundred twenty (120) days. Upon the expiration of such period, any check/payment not cashed, negotiated or deposited shall expire and be void, with the funds therefore reverting, and belonging, to Defendant. The voiding of any check/payment by such

passage of time shall not invalidate, or serve to invalidate, the release given in Section X of this Agreement by any Settlement Class Member who failed to timely negotiate his, her or its check/payment.

**V. RESPONSIBILITIES OF SETTLEMENT ADMINISTRATOR AND PROCEDURES FOR PROVIDING NOTICE TO, AND SUBMITTING CLAIM FORMS BY, SETTLEMENT CLASS MEMBERS**

5.1 The Administration Expenses, as invoiced by the Settlement Administrator and submitted to Defendant, shall be paid by Defendant. The Settlement Administrator shall make good faith efforts to minimize the Administration Expenses.

5.2 The Settlement Administrator shall, subject to the supervision of the Court, administer the Settlement, provide Notice, and process Claim Forms, in a responsive, cost effective, and timely manner and pursuant to the requirements of this Agreement. The Settlement Administrator shall maintain all records as are required by this Agreement, applicable law and/or normal business practices and such records will be made available to Class Counsel, and Defendant's Counsel, promptly upon request.

5.3 The Settlement Administrator shall provide all usual and customary claims administration services, including, among other things, providing Notice as set forth in this Agreement, processing, administering and validating Claim Forms, and administering the Settlement Website and Opt-Out process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Members' correspondence regarding Opt-Out requests from the Settlement Class). The Settlement Administrator may use adequate and customary procedures and standards to prevent the payment of fraudulent Claims, including but not limited to: validating Claims against the Defendant's records, using a unique Settlement Class Member identifier which will be matched to the notice list, and screening for multiple or fraudulent

Claims. The Settlement Administrator and Parties shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. If any fraud is detected or reasonably suspected, the Settlement Administrator may request further information from the Settlement Class Member or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court. The Settlement Administrator shall approve or deny all Claims, and its decision shall be final and binding, except that Class Counsel and Defendant's Counsel shall have the right to audit Claims and to challenge the Settlement Administrator's decision by motion to the Court.

**5.4** No later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall provide the Postcard Notice, which shall contain a unique Settlement Class Member identifier, to the Settlement Class Members by United States Mail, postage prepaid, or, only if a postal address is not available for a Settlement Class Member, by email. The Postcard Notice shall be sent to each Settlement Class Member only on a single occasion, except if a Postcard Notice for a Settlement Class Member is returned to the Settlement Administrator as undeliverable, and the Settlement Administrator subsequently locates a new address, through customary procedures, for the Settlement Class Member, the Settlement Administrator shall send a Postcard Notice to such Settlement Class Member at the new address as soon as practicable within the Claim Period.

**5.5** The Long-Form Notice shall only be available on the Settlement Website, or from the Settlement Administrator upon request of a Settlement Class Member, but shall not be attached to the Postcard Notice.

**5.6** In order to ensure consistent and accurate communication regarding the terms of the Settlement, the Postcard Notice and Settlement Administrator communications (as set forth in



this Agreement) shall constitute the only communications with the Settlement Class Members (other than Plaintiff) regarding the Settlement prior to the Final Fairness Hearing. Notwithstanding the foregoing, Class Counsel may answer any inquiries initiated by Settlement Class Members.

**5.7** The Parties agree that the notice provisions of this Agreement are a material part of the Settlement.

**5.8** In order to qualify for a potential benefit from the Maximum Claimant Settlement Amount, Settlement Class Members must timely deliver a properly completed Claim Form (substantially in the form of Exhibit A), during the Claim Period, to the Settlement Administrator. The Claim Form shall only be available from the Settlement Administrator upon request of a Settlement Class Member or on the Settlement Website using the unique Settlement Class Member identifier provided in the Postcard Notice, but shall not be attached to the Postcard Notice. Settlement Class Members may submit Claim Forms to the Settlement Administrator by mail or through the Settlement Website. Claim Forms must be received by the Settlement Administrator on or before the Claim Deadline.

**5.9** All Settlement Class Members who submit a Claim Form must sign (or, in the case of claims made on-line on the Settlement Website, electronically confirm), as part of the Claim Form, an attestation under penalty of perjury that: (a) the Settlement Class Member is/was a named account holder with Verde during the Class Period; (b) the Settlement Class Member has not already received a payment from Verde resolving a claim or claims asserted in the Action; (c) the Settlement Class Member has not had and is not seeking to have his/her/its account balance discharged due to bankruptcy or receivership; (d) the Settlement Class Member acknowledges that submission of the Claim Form waives any Opt-Out rights that he/she/it may otherwise have; and (e) the Settlement Class Member has the legal authority to

submit the Claim. The Claim Form will also require the Settlement Class Member to provide his/her/its unique Settlement Class Member identifier provided on the Postcard Notice.

**5.10** Only Settlement Class Members who submit a timely Claim Form, determined by the Settlement Administrator to be a Valid Claim, shall receive his/her/its Calculated Payment. Any Settlement Class Member who fails to submit a timely and valid Claim Form, and who does not Opt-Out, shall not be eligible to receive any distribution from the Maximum Claimant Settlement Amount, but in all other respects, shall be bound by all of the terms of this Agreement, including the terms of the Final Approval Order and the releases provided for herein, and shall be permanently barred and enjoined from bringing any action, claim or proceeding of any kind against any of the Released Parties concerning any of the Released Claims.

**5.11** No later than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator shall certify to the Court compliance with the notice provisions of this Agreement

**5.12.** The Settlement Administrator shall create and maintain the Settlement Website to provide, among other things, copies of the Long-Form Notice, this Agreement, the Settlement Administrator's contact information, the Complaint and Defendant's answer thereto and certain selected Court orders from the Action, the motions for and memoranda and affidavits in support of preliminary and final approval of the Settlement submitted by the Plaintiff, the method for requesting the Claim Form(s) and a method for the electronic submission of Claim Forms.

**VI. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF COSTS, AND NAMED PLAINTIFF ENHANCEMENT AWARD**

6.1 Subject to Court approval, Izard, Kindall & Raabe LLP shall be appointed Class Counsel, without prejudice to Defendant's right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms.

6.2 a. Class Counsel will submit to the Court a motion seeking an award of Attorneys' Fees and Costs in an amount which shall not to exceed One Million, Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00), which motion Defendant may oppose. Class Counsel will also submit to the Court a motion seeking approval of the payment of a Named Plaintiff Enhancement Award, in an amount which shall not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), as compensation for Plaintiff's efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. No interest will accrue on such amounts at any time.

b. Under no circumstances shall Defendant's liability for Attorneys' Fees and Costs exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) in the aggregate, nor shall its liability for the Named Plaintiff Enhancement Award exceed Five Thousand Dollars and Zero Cents (\$5,000.00). Neither Class Counsel nor Plaintiff shall request any award inconsistent with these terms.

c. Defendant will pay the amounts approved by the Court, if any, for the Attorneys' Fees and Costs and the Named Plaintiff Enhancement Award within twelve (12) business days after the Effective Date. The Attorneys' Fees and Costs and the Named Plaintiff Enhanced Award shall be paid separate and apart from the Calculated Payments, and shall not reduce the monetary relief available to the Settlement Class.

d. The Court's approval of the Attorneys' Fees and Costs and the Named Plaintiff Enhanced Award shall not be deemed material to, or a condition of, the Settlement. If the Court denies, in whole or part, the Attorneys' Fees and Costs and the Named Plaintiff Enhanced Award, the remainder of the terms of this Agreement shall remain in effect.

6.3 Class Counsel shall provide Defendant with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow Defendant to make the payments set forth above.

## **VII. NOTICE TO THE SETTLEMENT CLASS AND CLAIMS DEADLINES**

The Parties agree that the Notice shall be substantially in the form of Exhibit B and Exhibit C to this Agreement and generally, and collectively, shall set forth and inform the Settlement Class Members of: (a) the background of the Action and the essential terms of the Settlement; (b) the appropriate means for obtaining additional information regarding the Settlement and the Action; (c) the appropriate means to timely submit a Claim Form; (d) the appropriate information concerning the procedure for Opting-Out from the Settlement and filing an Objection to the Settlement, if they should wish to do so; and (e) that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement.

## **VIII. OPT OUTS AND OBJECTIONS**

### **8.1 Opt-Out**

a. Any Settlement Class Member, other than the Plaintiff, may elect to be excluded from this Settlement by Opting-Out of the Settlement. Any Settlement Class Member who desires to be excluded from the Settlement must deliver written notice of the election to Opt-Out to the Settlement Administrator on or before the Opt-Out Deadline by mailing such notice to the Settlement Administrator. Opt-Out requests must: (i) be signed by

the Settlement Class Member who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the Settlement Class Member; and (iii) include the following statement: "I/We request to Opt-Out from the Settlement in the Verde Action." No Opt-Out request will be valid unless all of the information described above is included and timely received by the Settlement Administrator by the Opt-Out Deadline. No Settlement Class Member, or any person acting on behalf of, or in concert or participation with, the Settlement Class Member, may exclude any other Settlement Class Member from the Settlement. Settlement Class Members who do not timely and properly submit a written request to Opt-Out shall be bound by the Settlement.

b. If a Settlement Class Member submits both a timely Claim Form and a timely request to Opt-Out, the Settlement Administrator shall promptly attempt to contact that person to ascertain his, her or its intent, and if those efforts are unsuccessful, the Claim Form shall govern.

c. In the event that more than five percent (5%) of the Settlement Class Opt-Outs, Defendant shall have the option, at its sole discretion, to terminate this Agreement, in which circumstance the Settlement will become null and void and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action as of the date of this Agreement as set forth in Section XIII. Within five (5) business days after receiving notice from the Settlement Administrator that this threshold has been reached, which notice, and list of Opt-Outs, shall be provided by the Settlement Administrator no later than ten (10) business days before the Final Approval Hearing, Defendant must notify Class Counsel and the Court of its intent to terminate.

d. Plaintiff affirmatively supports this Settlement and shall not Opt-Out of this Settlement.

e. Neither Plaintiff, Class Counsel, Defendant, nor Defendant's Counsel shall in any way encourage any Settlement Class Member to Opt-Out or discourage any Settlement Class Member from participating in the Settlement.

## **8.2 Objections**

a. Any Settlement Class Member who wishes to object to the Settlement must file a written Objection and/or a notice of intention to appear before the Court at the Fairness Hearing and serve a copy on the Settlement Administrator, Class Counsel, and Defendant's Counsel. To be heard at the Fairness Hearing, Settlement Class Members must make any Objection in writing and file it with the Clerk of the Court by the Objection Deadline. Any Objection must (1) attach documents establishing, or provide information sufficient to allow the Parties to confirm that, the objector is a Settlement Class Member; (2) include a statement of such Settlement Class Member's specific Objection(s); (3) state the grounds for the Objection(s); (4) identify any documents such objector desires the Court to consider; and (5) provide all information requested on the Claim Form.

b. 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, to obtain any evidence relevant to the Objection.

## **IX. FINAL APPROVAL**

**9.1** This Agreement and the Settlement embodied herein are subject to, and conditioned upon, the issuance of the Final Approval Order by the Court. If the Settlement is finally approved, the Court will enter a judgment dismissing the Action and all causes of action raised therein, with prejudice, as part of the Final Approval Order. The Parties waive any right to appeal or collaterally attack the Final Approval Order entered by the Court if substantially in the form of Exhibit E to this Agreement without material modifications.

**9.2** At the Fairness Hearing, Plaintiff shall request entry of the Final Approval Order:

- a. certifying the Settlement Class for purposes of the Settlement only;
- b. finally approving the Settlement, without material modification, as fair, reasonable and adequate and directing its consummation pursuant to its terms;
- c. providing that each Settlement Class Member, who does not properly and timely Opt-Out in accordance with the terms of the Settlement, shall be bound by all provisions of the Settlement and the Final Approval Order;
- d. directing that the Action and all claims in the Action be dismissed, with prejudice, without cost to either side, except as provided for herein, and releasing the Released Parties from the Released Claims; and
- e. reserving jurisdiction over the Action, including all future proceedings concerning the administration, consummation and enforcement of the Settlement.

**9.3** Except as expressly set forth in this Agreement, the terms set forth herein are material and essential provisions and in the event that the Court does not approve or accept all such provisions of this Agreement, this Agreement, or any part of it, is materially modified by the Court or is materially modified upon appeal or remand, or if the Effective Date does not occur,

this Agreement may be terminated and voided *ab initio* at the election of either Party pursuant to Section XIII.

9.4 For purposes of this Agreement, a “material modification” is one that significantly or substantially affects, or has a discernible effect on, the rights or obligations of one or more of the Parties. Without limiting the foregoing and by way of illustration only, material modifications include, but are not limited to: (a) any change to the scope of the Released Claims; (b) any change to the Final Approval Order which limits or reduces any of the protections afforded to Defendant, (c) any increase in the cost of the Settlement to be borne by Defendant to be determined at the sole discretion of Defendant; and/or (d) any material change to the Notice, Claim Form, and claim or notice process. No order or action of the Court pertaining to Attorneys’ Fees and Costs or the Named Plaintiff Award Enhancement shall be considered to constitute a material modification so long as such order, action, or modification does not increase the cost thereof to be borne by Defendant, and does not require that Defendant do anything not specifically set forth herein.

## **X. RELEASES**

10.1 Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Releasers, for good and sufficient consideration, the receipt and adequacy of which are acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have, against any of the Released Persons.

10.2 The Releasers acknowledge and agree that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject



matter of the Released Claims, but that it is their intention to finally and forever settle and release the Released Claims that they may have.

**10.3** In consideration of the Settlement and any Attorneys' Fees and Costs that are awarded by the Court, Class Counsel shall release the Released Persons of, and from, any and all claims for additional attorneys' fees and out-of-pocket litigation costs and expenses, beyond those granted by the Court.

**10.4** The Released Persons agree to release Class Counsel and all Releasers, including Plaintiff, from any and all claims related to Class Counsel's and Plaintiff's prosecution of the Action.

**10.5** The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Action.

## **XI. REPRESENTATIONS AND WARRANTIES**

The Parties, and/or counsel, represent and warrant, as follows:

**11.1** Each Party has had the opportunity to receive, and has received, independent legal advice from his, her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

**11.2** Defendant represents and warrants: (a) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (b) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (c) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

11.3 Plaintiff represents and warrants that she is entering into the Agreement on behalf of herself individually and as the proposed representative of the Settlement Class, of her own free will and without the receipt of any consideration other than what is provided in this Agreement and disclosed to, and authorized by, the Court. Plaintiff further represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and agrees and represents that she will not file an Opt-Out request or an Objection.

11.4 Plaintiff also represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Persons that Plaintiff has or may have arising out of this Action or could have asserted in this Action, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner.

11.5. Neither Party relies, or has relied, on any statement, representation, omission, inducement, or promise of the other Party (or any officer, agent, employee, representative, or attorney for any other Party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

11.6 Class Counsel represents and warrants that: (a) they have not been currently retained by any other individual or entity for the purpose of filing a claim or action against Defendant or its affiliates involving, relating to, or arising from, variable rates used or charged by Defendant or its affiliate; (b) they have no present plan or intention to represent, or encourage, any person for purposes of asserting or filing a claim or action against Defendant or any of its affiliates involving, relating to, or arising from the variable rates used or charged by Defendant or its affiliates; and (c) they have no present plan or intention to refer any person to any other attorney

or agent thereof for the purpose of asserting or filing a claim against Defendant or its affiliates involving, relating to, or arising from, variable rates used or charged by Defendant or its affiliates.

## **XII. NO ADMISSIONS OF FAULT**

The Agreement and every agreement and term contained herein is conditioned upon final approval of the Court and is made for settlement purposes only and does not represent an admission of liability or wrongdoing by any Party. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, Defendant, any Settlement Class Member or Released Persons, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such person. Any reference to the alleged business practices of Defendant in the Settlement or the related court hearings and processes shall create no evidentiary or other inference regarding the propriety of those business practices or any other business practices of Defendant or its affiliates.

## **XIII. TERMINATION OF AGREEMENT**

13.1 Except as expressly set forth herein, Defendant and Plaintiff each shall have the right to terminate the Settlement by providing written notice of their election to do so to the other Party within twenty (20) days after the date on which: (a) the Court declines to enter the Preliminary Approval Order or makes material changes thereto; (b) the Court refuses to approve the Settlement or any material part thereof; (c) the Court declines to enter the Final Approval Order or makes material changes thereto; (d) the Final Approval Order is vacated, modified or reversed in any material respect; or (e) the Effective Date otherwise does not occur.

13.2 Also, if Plaintiff or more than five percent (5%) of the Settlement Class Members Opts-Out of the Settlement, Defendant may, in its sole discretion, terminate the Settlement within five (5) business days after receiving notice from the Settlement Administrator that this threshold has been reached, which notice shall be provided by the Settlement Administrator no later than ten (10) days before the Fairness Hearing.

13.3 Except as otherwise provided herein, in the event the Settlement and this Agreement are terminated, or if the Effective Date fails to occur for any reason, the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action as of the date of this Agreement, and except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered and without any prejudice in any way from the negotiations, fact or terms of the Settlement. Furthermore, in such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to any Party, Settlement Class Member or Released Person and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties, Settlement Class Members and Released Persons shall stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

## **XIV MISCELLANEOUS PROVISIONS**

### **14.1 Entire Agreement**

This Agreement, together with the exhibits hereto, constitutes the complete and entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda and agreements between the Parties, including, but not limited to, the Memorandum of Understanding, dated July 24, 2019. Neither Plaintiff nor Defendant are entering into this Agreement in reliance upon any representations, warranties or inducements other than those contained in this Agreement.

### **14.2 Plaintiff's Authority**

Class Counsel represents and warrants that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiff and, subsequent to an appropriate Order, the Settlement Class, in order to effectuate the terms of this Agreement.

### **14.3 Counterparts**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to be one and the same instrument. The Parties agree that a copy of the executed counterparts may be filed with the Court in connection with Plaintiff's Motion for Preliminary Approval without the need to collate and file a copy with original signatures.

### **14.4 Cooperation**

The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities, as set forth in this Agreement.

#### **14.5 Binding Nature**

This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the Plaintiff, Settlement Class Members, Defendant and the Released Persons.

#### **14.6 Construing the Agreement**

This Agreement shall be construed as jointly drafted by the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties, and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement; accordingly, the doctrine of *contra proferentum* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

#### **14.7 Choice of Law**

This Agreement shall be governed by, and interpreted in accordance with, the law of the State of Connecticut, exclusive of choice of law principles.

#### **14.8 Jurisdiction**

The Parties submit to the exclusive jurisdiction of the Court for the purpose of enforcing this Agreement or implementing any part of the Settlement embodied in this Agreement, except the Parties agree that if they have any remaining disputes concerning the Settlement, Judge Antonio C. Robaina (Ret.) shall initially mediate those disputes.

#### **14.9 Headings**

The captions and headings employed in this Agreement are for convenience only, are not a part of the Agreement, and shall not be used in construing or interpreting the Agreement.

#### **14.10 Media and Contact of Class Members**

The Parties and their counsel agree that they will not issue any press release or hold any press conference or initiate any contact with the press, media or any industry association about the Action and/or the fact, amount or terms of the Settlement. If the Parties or their counsel are contacted by the press, media or any industry association, they will respond only that the Action has been amicably resolved to the Parties' mutual satisfaction. No Party or their counsel shall make any reference to the value of the Settlement on any website, in any promotional material or otherwise, except as required by law. The Settlement Administrator and Class Counsel may post the Long-Form Notice and the motions for preliminary and final approval on their respective websites. Any posting on Class Counsel's website shall be in a format, style and manner consistent with the settlement summaries routinely and presently posted on that website concerning other litigation.

#### **14.11 Evidentiary Preclusion**

The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or 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 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 any Released Person or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Persons may file the

Agreement and/or the Final Approval Order in any action or proceeding 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 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

#### **14.12 Effectiveness, Amendments, Binding Nature and Third-Party Beneficiaries**

a. This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiff on behalf of herself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

b. This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, shareholders, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest.

c. All Released Persons other than Defendant, which is a Party, are intended to be third-party beneficiaries of this Agreement.

#### **14.13 Stay Pending Court Approval**

a. Class Counsel and Defendant's Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date has occurred. If, despite the Parties' best efforts, the Settlement should fail to become effective, the Parties will return to their prior positions in the Action.



b. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Persons which challenges the Settlement or otherwise asserts or involves, directly or indirectly, the Released Claims.

#### **14.14 Notices**

Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class U.S. Mail and email to:

a. If to Plaintiff or Class Counsel:

Robert A. IZard  
Seth R. Klein  
Izard, Kindall & Raabe LLP  
29 South Main Street, Suite 305  
West Hartford, CT 06107

b. If to Defendant or Defendant's Counsel:

Thomas J. Murphy  
Cowdery & Murphy, LLC  
280 Trumbull Street, 22<sup>nd</sup> Floor  
Hartford, CT 06103-3599

and

Kevin P. Allen  
Eckert Seamans Cherin & Mellott, LLC  
600 Grant Street, 44<sup>th</sup> Floor  
Pittsburgh, PA 15219

#### **14.15 Protective Orders**

All orders, settlement agreements and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of "Confidential" documents.

#### **14.16 Waiver**

The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

#### **14.17 Exhibits**

All exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein. Notwithstanding the foregoing, in the event that a conflict or inconsistency exists between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall prevail.

#### **14.18 Counting of Days**

If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or Court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

#### **14.19 Attorneys' Fees**

Except as expressly provided herein, each of the Parties shall bear his, her or its own attorneys' fees and expenses in connection with the Action and the Settlement.

#### **14.20 Support From The Parties**

After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (a) have independently determined that this Settlement is in the best interest of the Settlement Class; (b) shall support motions for entry of the Preliminary Approval Order and Final Approval Order; and (c) will not encourage any persons to Opt-Out or file an Objection to the Settlement or this Agreement.

*(Signature pages follow)*



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