

Docket No. X03 HHD-CV-17-6075408-S

LYDIA GRUBER,	:	SUPERIOR COURT
on behalf of herself and all others	:	
similarly situated,	:	JUDICIAL DISTRICT OF HARTFORD
<i>Plaintiff,</i>	:	
	:	
v.	:	
	:	
STARION ENERGY, INC.	:	
<i>Defendant.</i>	:	

**[PROPOSED] ORDER AND FINAL JUDGMENT**

This matter coming to be heard on the Plaintiff’s Motion for Certification of Settlement Class and Approval of Class Action Settlement (“Motion”) together with the supporting papers filed by Lydia Gruber (“Plaintiff”), individually and on behalf of the Settlement Class, and having heard and considered the evidence and arguments of counsel, the Court makes the findings and grants the relief set forth below.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.
2. The Court has subject matter jurisdiction of this matter and all claims asserted against Starion Energy, Inc., acting by itself and through its subsidiaries and related entities, including but not limited to Starion Energy PA, Inc., and Starion Energy NY, Inc. (“Starion”).

**Notice to the Class**

3. The Court finds that the form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient

notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of due process.

### **Class Certification**

4. Plaintiff's motion requests certification of a Settlement Class defined as:

All persons who were or are customers of Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc. in Connecticut, the District of Columbia, Delaware, Illinois, Maryland, Massachusetts, New Jersey, New York, Ohio, or Pennsylvania, and were enrolled in a Starion variable rate electric plan at any time within the applicable statutes of limitations preceding the filing of this action through and including the date upon which the Court issues the Preliminary Approval Order. (the "Class").

Excluded from the Settlement Class are Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc.; any of their respective parents, subsidiaries, or affiliates; any entity controlled by any of them; any officer, director, employee, legal representative, predecessor, successor, or assignee of Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc.; and any current or former customer who previously received from Starion Energy, Inc.; Starion Energy PA, Inc.; or Starion Energy NY, Inc. any payment resolving a claim similar to those asserted in the Class Actions; any current or former customer who is party to a Starion variable rate electric plan contract that contains an arbitration clause (unless the customer expressly waives any and all arbitration rights that may exist under that arbitration clause); and the judicial officers assigned to this litigation; and members of their staffs and immediate families.

5. The Court makes the following findings of fact with respect to the proposed Settlement Class:

- a. There are questions of law and fact common to the Settlement Class;
- b. Plaintiffs' claims are typical of the claims of members of the Settlement Class;
- c. Plaintiffs and Settlement Class Counsel will fairly and adequately represent the interests of the Settlement Class. There are no conflicts of interest between Plaintiffs and members of the Settlement Class;

- d. Questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual members of the Settlement Class; and
- e. Certification of the Settlement Class is superior to other methods for the fair and efficient adjudication of this controversy.

6. Accordingly, the Court certifies the Settlement Class as defined in Paragraph 4 of this Order, for settlement purposes only, pursuant to Sections 9-7 and 9-8(3) of the Connecticut Practice Book. The names of those persons who timely submitted a valid request to be excluded, and who are therefore not members of the certified Settlement Class by virtue of that request for exclusion, are identified in Exhibit A to this Order. Such persons shall neither share in the distribution of the Settlement Fund nor receive any benefits of the terms of the Settlement Agreement, and shall not be bound by this Judgment Order.

7. As provided for in the Settlement Agreement, Starion waives any arbitration clause that may exist in any Claimant's contract only with regard to Claimants who submit valid Claim Forms that waive the Claimant's own arbitration rights and only for the period of time covered by the Class Period, and for no other persons or time periods whatsoever.

8. As provided for in the Settlement Agreement, if the Settlement Agreement is terminated in accordance with its terms, then the Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue.

### **Approval of the Settlement**

9. The Court finds that the terms of the Settlement Agreement are in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and therefore approves the Settlement.

10. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

11. By entry of this Final Judgment Order Plaintiffs and all Settlement Class Members who have not opted out of the Settlement and each of their respective spouses, executors, representatives, heirs, predecessors, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants by the entirety, co-borrowers, agents, attorneys and assigns, and all those who claim through them or who assert claims on their behalf, shall be deemed to have fully released and forever discharged the Released Parties, and each of them, of and from any and all rights, claims, liabilities, action, causes of action, costs and attorneys' fees, demands, damages and remedies, known or unknown, liquidated or unliquidated, legal, statutory, declaratory or equitable, that Releasing Parties ever had, now have, or may have in the future, that result from, arise out of, are based upon, or relate to in any way the conduct, omissions, duties or matters alleged or that could have been alleged in the Complaint, concerning variable rates for electricity supply from June 1, 2013, until July 31, 2016.

#### **Approval of the Plan of Allocation**

12. The Court finds that the Plan of Allocation is in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and therefore approves the Plan of Allocation. The Court directs the Notice and Claims Administrator, KCC Class Action Services, LLC, to process all claims and make payments to Settlement Class Members in accordance with the Plan of Allocation, with the costs of notice and claims administration to be paid from the Settlement Fund after review and approval by Settlement Class Counsel.

13. The Court approves payment of the costs of calculating Settlement Class Member payments pursuant to the Plan of Allocation and of distribution of those proceeds to Settlement Class Members out of the Settlement Fund.

**Final Order and Dismissal with Prejudice**

14. In accordance with the terms of the Settlement Agreement, *Gruber v. Starion Energy, Inc.*, No. X03 HHD-CV17-6075408-S (Conn. Super., Hartford Jud. Dist., CLD) is dismissed with prejudice.

15. Without affecting the finality of this Judgment in any way, the Court retains continuing jurisdiction over the Settling Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement.

16. In the event the Effective Date does not occur, this Judgment Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement Agreement, this Judgment and all orders entered in connection herewith shall be vacated and null and void.

SO ORDERED.

\_\_\_\_\_  
Hon. Ingrid L. Moll  
Judge of the Superior Court

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

**Exhibit A**

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