

Superior Court for the State of Connecticut  
Judicial District of Hartford

If you were a customer of Starion Energy’s variable rate electricity supply services you could receive a cash payment from a class action settlement.

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been reached with Starion Energy, Inc. and its related entities Starion Energy PA, Inc. and Starion Energy NY, Inc. (collectively, “Starion” or “Defendant”) about the electricity supply rates charged by Starion to its **variable rate** customers. The settlement offers payments to eligible claimants who were variable electric rate customers through **May 24, 2017**.
- Your legal rights are affected whether you act, or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
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 Starion 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 Starion 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 *Gruber v. Starion, Inc.*, Case No. X03-HHD-CV-17-6075408-S.

The person who sued, Lydia Gruber, is called the “Plaintiff,” and the company she sued, Starion, is called the “Defendant.”

**2. What is this lawsuit about?**

The lawsuit alleges that Starion falsely claimed in its contracts with customers that its variable rate for electricity supply services would “reflect” the “cost of electricity” that Starion “obtained from all sources,” which Plaintiff alleges constituted a representation that Starion’s price for variable rate electricity would fluctuate in accord with Starion’s cost of procuring that electricity. Plaintiff further alleges that, contrary to this representation, Starion in practice failed to decrease its variable rate when wholesale market rates went down. The lawsuit further alleges that Starion’s variable rate customers suffered monetary damages as a result of this alleged misconduct.

Starion denies all of Plaintiff’s claims and says that it did nothing wrong. Starion specifically states that it followed all terms of its contracts with customers, and that Plaintiff’s 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 Lydia Gruber, Louise Ferdinand, Melissa Penellatore, Diana Windley, Case Martin, and Douglas Siedenbug) assert claims on behalf of themselves and other 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 Plaintiff 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. A more detailed history of this case is set forth in the Settlement Agreement, available at [www.VariableElectricSettlement.com](http://www.VariableElectricSettlement.com).

## 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 Starion variable rate electric plan in connection with a property located within Connecticut, the District of Columbia, Delaware, Illinois, Maryland, Massachusetts, New Jersey, New York, Ohio or Pennsylvania (the “Service Territories”) at any time from 2010 through and including the **May 24, 2017**.

### 6. Are there exceptions to being included?

Yes. The following are not included in the settlement: Starion, the officers, directors, employees, and legal representatives of Starion; any entity in which Starion has a controlling interest; any parent, subsidiary, affiliate, predecessor, successor or assignee of Starion; the judge to whom this case is assigned and any member of the judge’s immediate family; 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 this class action; 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); 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.VariableElectricSettlement.com](http://www.VariableElectricSettlement.com) or call the toll free number, 1-844-540-6004.

## 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?

Starion has agreed to pay a total of \$2,580,000 into a Settlement Fund. Following the Fairness Hearing (as discussed in “The Court’s Fairness Hearing” below) and “final approval” by the Court, 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 Settlement Class Representatives; 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.VariableElectricSettlement.com](http://www.VariableElectricSettlement.com).

### 9. How will the claims be decided?

Upon final approval, individual Starion customers who have filed a Claim Form (“claimants”) will be eligible to receive a share of the Settlement Fund based upon the power used by each claimant in each “Eligible Month” multiplied by the amount of the over- or under- charge in each month (as determined by the parties with assistance from electricity industry experts) to determine an amount of damages for each class member each month. The “Eligible Months” shall be based upon a simple calculation of the months in which Starion’s electricity sales exceeded its total costs plus margin based upon Starion’s financial 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 Service Awards 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.VariableElectricSettlement.com](http://www.VariableElectricSettlement.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 1-844-540-6004.

The deadline to file your claim online is **October 30, 2017**. If filing a paper claim, you must mail your Claim Form postmarked no later than **October 30, 2017** to:

**Gruber v. Starion Energy Claims Administrator**  
P.O. Box 43034  
Providence, RI 02940-3034

### 11. When will I get my payment?

Claimants who submit valid Claim Forms may receive payments by mail or by an electronic payment method proposed by the Claims Administrator and approved by the Court. Starion customers who do not submit Claim Forms will not receive a payment. Payments will 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. 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 Starion from all of the claims described and identified in paragraphs 41-44 of the Settlement Agreement. This means you will no longer be able to sue Starion regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at [www.VariableElectricSettlement.com](http://www.VariableElectricSettlement.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 Starion 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 Starion 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 Starion 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 *Gruber v. Starion* and you must list your public electric utility account number(s) for the period(s) during which you were enrolled with Starion Energy. 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 of intention to exclude everyone whose name is on the account from the Settlement Class.
- (3) The signature of everyone whose name is on the account.

QUESTIONS? CALL 1-844-540-6004 OR VISIT [WWW.VARIABLEELECTRICSETTLEMENT.COM](http://WWW.VARIABLEELECTRICSETTLEMENT.COM)

Be sure to include your full name, address, signature, and date. You must mail your request for exclusion postmarked by **October 23, 2017** to:

**Gruber v. Starion Energy 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, 06107, 860-493-6292 and Sanford Heisler Sharp, LLP, 1350 Avenue of the Americas, 31st Floor, New York, NY, 10019, 646-402-5650 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 one-third (33⅓%) of the Settlement Fund, along with payment of reasonable costs and expenses. Settlement Class Counsel will also request an incentive payment of \$2,000 for the Plaintiff and/or Settlement Class Representatives Lydia Gruber, Louise Ferdinand, Melissa Penellatore, Diana Windley, Case Martin, and Douglas Siedenburg 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.VariableElectricSettlement.com](http://www.VariableElectricSettlement.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 *Gruber v. Starion*, Case No. X03-HHD-CV-17-6075408-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 October 23, 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	Keith E. Smith, Esq. Eckert Seamans Cherin & Mellott LLC Two Liberty Place 50 South 16 <sup>th</sup> St., 22 <sup>nd</sup> Floor Philadelphia, PA 19102

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 2:00 p.m. on **November 13, 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.VariableElectricSettlement.com](http://www.VariableElectricSettlement.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 *Gruber v. Starion*, Case No. X03-HHD-CV-17-6075408-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 **October 23, 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 Starion 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.VariableElectricSettlement.com](http://www.VariableElectricSettlement.com). You also may call with questions or have a Claim Form mailed to you by calling 1-844-540-6004. In addition, you may direct questions to Settlement Class Counsel (Izard Kindall & Raabe LLP) at 860-493-6292.