

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

Dill v. PALMco Power MA, LLC,
No. 19-cv-10983-DPW (Dist. Mass.) (the “PALMco Action”)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

This Notice is to inform you of a proposed settlement of a class action lawsuit pending against PALMco Power MA, LLC (“PALMco”). As described below, this Settlement is on behalf of all Persons who enrolled during the time period of August 1, 2014, through and including, September 13, 2017, with PALMco for electricity service provided by PALMco to a location in Massachusetts and who received a variable electricity rate thereafter.

PALMco’s records indicate that you may be a Class Member. This Notice affects your legal rights and is given to you pursuant to Rule 23 of the Federal Rules of Civil Procedure.

IF YOU ARE A CLASS MEMBER, PLEASE READ THIS NOTICE CAREFULLY BECAUSE
IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

YOUR OPTIONS		
SUBMIT A CLAIM FORM	This is the only way to get a Settlement Payment under the Settlement. Submit an online Claim Form at www.massenergysettlement.com by using the code in the email you received or on the front of the postcard mailed to you. You can also download a Claim Form to submit by mail at www.massenergysettlement.com or receive one by calling 1-833-620-3579 .	Deadline: October 19, 2022
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Settlement Payment under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against PALMco regarding the allegations in the Action ever again.	Deadline: September 19, 2022
OBJECT	You may write to the Court about why you object to (<i>i.e.</i> , don’t like) the Settlement and think it shouldn’t be approved. Filing an Objection does not exclude you from the Settlement. For more details on how to file an Objection, please see Section 15 below.	Deadline: September 19, 2022

YOUR OPTIONS

DO NOTHING	You will not receive a Settlement Payment under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this case.	N/A
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- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this PALMco Action has approved of this Notice and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

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BACKGROUND INFORMATION

1. *Why did I get this notice?*

You received this Notice because a Settlement has been reached between the parties. According to PALMco’s available records you are a Class Member and may be eligible for the relief detailed below. This Notice explains the nature of the PALMco Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What are the lawsuits about?*

This Settlement resolves a class action against PALMco, entitled Lindsay Dill v. PALMco Energy MA LLC, Dkt. No. 1:13-cv-10764-DPW. Plaintiff Lindsay Dill (the “Representative Plaintiff”) filed a lawsuit against PALMco on behalf of herself and all others similarly situated. The lawsuit alleges that PALMco’s rates were not based on market related factors or prevailing market rates. PALMco denies each and every one of the allegations of unlawful conduct and contends that its rates were adequately disclosed and reasonably related to the relevant market for electric service. **The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiff’s claims in the lawsuit.**

For information about how to learn about what has happened in the lawsuit to date, please see Section 4 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Representative Plaintiff(s)” (in this case, Lindsay Dill) sue on behalf of other people who have similar claims. For purposes of this proposed Settlement, the Court will resolve the issues for all Class Members. The company sued in this case, PALMco, is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiff has made claims against PALMco. PALMco denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or PALMco should win the lawsuit. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

Plaintiff settled this matter taking into account the risks of trial, the delays inherent in the litigation, the desire to get Class Members relief as soon as possible, and an evaluation of PALMco’s financial condition. While the Settlement amount is a substantial discount from what Plaintiff believes is the damages that she would have proved at trial, Plaintiff believes that the Settlement is fair, reasonable and adequate.

In particular, Plaintiff is mindful of the challenges to prove under, and possible defenses to, her claims, and potential issues with demonstrating damages. The expense and length of time that proceedings necessary to prosecute this matter against PALMco through trial, post-trial proceedings, and appeals would be considerable. Further, PALMco’s ability to pay class judgments is highly uncertain. Counsel for Plaintiff have taken into account the uncertain outcome and risks of the litigation, including the difficulties and delays inherent in such litigation and the likelihood of protracted appeals. Additional detail is below.

A. PALMco’s Defenses to Plaintiff’s Claims

While Plaintiff and her counsel believe that the claims asserted have merit, PALMco disputes the factual allegations made by Plaintiff, denies liability with respect to any of the claims alleged by Plaintiff.

PALMco maintains that it has a number of meritorious defenses to Plaintiff’s claims. Specifically, whether the contract language provides PALMco with the discretion to charge the rates with which Plaintiff takes issue, and arguments that PALMco’s rates were based on the factors iterated in the contract. PALMco argues that its disclosures with regard to its rates, particularly those contained in the customer agreements that were provided to Class Members, adequately disclose the variable nature of its rates. Additionally, PALMco argues that its customers who have been enrolled for considerable time should not recover, because they have voluntarily paid the rates in question, of which they must be aware. If PALMco can prove these defenses, establishing liability may be quite difficult. These are but a few of the hurdles and difficulties that Plaintiff may face in establishing liability against PALMco. There is the possibility PALMco could prevail on its legal arguments to defeat liability entirely, resulting in no recovery for Class Members.

Nevertheless, PALMco recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending the action, the costs of any appeals, and the disruption to its business operations arising out of class action litigation. PALMco also recognizes the risk that a trial on class-wide claims might present.

Additionally, PALMco has (and would continue to) contest class certification should the case proceed. Plaintiff is confident in the ability to maintain this action as a class through trial. Nonetheless, Plaintiff recognizes that there are substantial hurdles in being able to do so. In particular, the changes to the contracts over time, and the potential varying damages to the Class. Moreover, PALMco is likely to move to decertify the Classes and/or seek appellate review pursuant to Fed. R. Civ. P. 23(f).

B. Plaintiff Faces Hurdles in Proving Damages

In order to prove damages, Plaintiff must demonstrate that PALMco's rates are not in keeping with the contract language; that PALMco's contract represented falsely that they would be; and that the disclosures made by PALMco were insufficient. This is an expensive and potentially challenging task. Massachusetts is divided into multiple regions where different local utilities operate. Plaintiff's damages model depends upon a comparison of PALMco's rates to those local utility's rates. While Plaintiff believes her expert can collect and collate pricing data in such a way that class and individual damages can be determined, that task is both complex and expensive. Further, PALMco believes that its own expert would be able to demonstrate that the rates charged by PALMco were commensurate with the language of the contract. Thus, there are substantial obstacles Plaintiff must overcome to prove damages in this case, a factor that was contemplated in arriving at the Settlement.

C. PALMco May Not Be Able To Withstand A Substantially Greater Judgment

The ability of PALMco to withstand a substantially greater judgment is far from certain. While Plaintiff has no concern that PALMco has the ability to pay all claims made in the context of this Settlement, there is no certainty that PALMco could bear the large statutory and compensatory damages award that could be assessed were the case to proceed through trial.

D. Plaintiff Believes that the Settlement is a Fair Result for the Class

With particular consideration to the factors above, Plaintiff has weighed the costs and benefits to be obtained under the Settlement as balanced against the costs, risks and delays associated with the continued prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either the Settlement Class or PALMco. As a result, Plaintiff believes that the Settlement provides substantial benefits to the Class, and is fair, reasonable, adequate and in the best interests of the Class. The Settlement takes into account all of the foregoing to arrive at the relief described in Section 7 below.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: anyone who enrolled during the time period of August 1, 2014, through and including September 13, 2017, with PALMco for electricity service provided by PALMco to a location in Massachusetts, and received a variable electricity rate thereafter. Excluded from the Class are PALMco; any of its parents, subsidiaries, or affiliates; any entity controlled by any of them; any officer, director, employee, legal representative, predecessor, successor, or assignee of PALMco; any customers enrolled in a PALMco affinity program; any Person who has previously released claims that will be released by this Settlement; and federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and the judges to whom the Action is assigned and any members of his immediate family.

6. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can contact the Settlement Administrator for free help about whether you are a Class Member. You may contact the Settlement Administrator on the Settlement Website at www.massenergysettlement.com, by mail at the U.S. postal address *Dill v. PALMco*, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324, or by calling the toll-free number **1-833-620-3579**.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

Each Class Member may elect to receive a Settlement Payment in the form of a check. The total potential amount of the Settlement is \$1,896,083.58. The amount of a customer's check will be calculated this way: the customer will receive a pro rata share, based on their individual kilowatt usage, of 4.5% of the aggregate variable electricity supply service charges (exclusive of tax) incurred by Class Members and recorded by PALMco from August 1, 2014, until July 24, 2020. This cash Benefit equates to a cash Benefit of \$.00784 per kilowatt hour for electric supply service you received from PALMco while on a variable rate plan during the Class Period. If you are interested in knowing the exact amount you will receive in the Settlement, that amount will be determined after all the Claims are filed. Please contact the Settlement Administrator for this information.

In exchange for the relief outlined above, Class Members who do not opt out of the Settlement (as described below) will relinquish their right to bring claims on their own behalf, including claims for monetary relief, and Class Members will not be able to sue PALMco on the same or any related claims. The proposed Settlement does not mean that any law was violated or that PALMco did anything wrong. Plaintiff and Class Counsel think the proposed Settlement is fair, and in the best interests of all Class Members.

HOW TO REQUEST A SETTLEMENT PAYMENT VOUCHER – SUBMITTING A CLAIM FORM

8. *How can I get a Settlement Payment?*

To qualify for a Settlement Payment, **YOU MUST SEND IN A CLAIM FORM by October 19, 2022**. A Claim Form is available for download at the Settlement Website www.massenergysettlement.com. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by **October 19, 2022** or submit it online not later than **11:59 p.m. (Eastern)** on www.massenergysettlement.com. If you have any questions about the Claim Form, or need any assistance in filling it out, please contact Class Counsel using the contact info in Section 15. Their job is to help you and to ensure that as many Class Members as possible receive a Settlement Payment.

9. *When will I get a Settlement Payment?*

As described in Section 18 below, the Court will hold a hearing on **October 19, 2022 at 2:30 p.m. (Eastern)**, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the Settlement Website at www.massenergysettlement.com. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Shub Law Firm LLC, Whitfield Bryson LLP, Greg Coleman Law PC, and Block & Leviton LLP, ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

PALMco has agreed to pay Class Counsel's Attorneys' Fees and Costs up to \$300,000, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs for Class Counsel's Attorneys' Fees and Costs. This amount is independent of the Benefit you will receive assuming you timely file a Claim Form.

12. *Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?*

No. The Court has determined that the Representative Plaintiff will not receive any compensation for her efforts in bringing this Action.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against PALMco. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against PALMco regarding the allegations in the Lawsuit. The Settlement Agreement, available on the Settlement Website at www.massenergysettlement.com, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. *How do I exclude myself from the Settlement?*

Any potential Class Member who desires to be excluded from the Settlement Class must give written notice of the election to Opt-Out on or before **September 19, 2022**, with copies mailed to the Settlement Administrator, Class Counsel, and counsel for PALMco. Opt-Out requests must: (i) be signed by the Class Member who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the Class Member requesting exclusion; and (iii) include the following

statement: “I/We request to Opt-Out from the Settlement in the PALMco Action.” No Opt-Out request will be valid unless all of the information described above is included. If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered, and you will not be precluded from prosecuting any timely, individual claim against PALMco based on the conduct complained of in the lawsuits.

HOW TO OBJECT TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of Attorneys’ Fees and Costs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written Objection to the Court, Class Counsel, and PALMco’s Counsel listed below, postmarked no later than **September 19, 2022**.

COURT	CLASS COUNSEL	PALMCO’S COUNSEL
Clerk of the Court John Joseph Moakley United States Courthouse 1 Courthouse Way Boston, MA 02210	Jonathan Shub Kevin Laukaitis Shub Law Firm LLC 134 Kings Hwy. E. 2nd Floor Haddonfield, NJ 08033	Greil Roberts GORDON & REES LLP 95 Glastonbury Boulevard Suite 206 Glastonbury, CT 06033

Any Objection must (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm that the objector is a Class Member; (b) include a statement of such Class Member’s specific Objection; (c) state the grounds for the Objection; (d) identify any documents such objector desires the Court to consider; (e) provide all information requested on the Claim Form. In addition, any Settlement Class Member objecting to the Settlement shall provide a list of all other Objections submitted by the objector, or the objector’s counsel, to any class action settlements submitted in any Court in the United States in the previous five years. If the Class Member or their counsel has not objected to any other class action settlement in the United States in the previous five years, they shall affirmatively so state in the Objection. You may, but need not, submit your Objection through counsel of your choice. If you do make your Objection through an attorney, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written Objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the

Fairness Hearing, you must include on your timely and valid written Objection a statement substantially similar to “Notice of Intention to Appear.”

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you don’t like something about the Settlement. You can Object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to Object because the Settlement no longer affects you.

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of Attorneys’ Fees and Costs to Class Counsel.

18. *When and where is the Fairness Hearing?*

The Court will hold a Fairness Hearing (also known as a “Final Approval Hearing”) at **2:30 p.m. (Eastern) on October 19, 2022** in Courtroom 1, Third Floor, of the John Joseph Moakley United States Courthouse, 1 Courthouse Way, Boston, MA 02210. The hearing may be postponed to a different date or time or location without notice. Please check **www.massenergysettlement.com** for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that Hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely served and filed an Objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court’s Approval of Class Notice of Settlement, Class Counsel’s application for Attorneys’ Fees and Costs, the operative complaint filed in the lawsuit, or to contact the Settlement Administrator please visit the Settlement Website located at: **www.massenergysettlement.com**. Alternatively, you may contact the Settlement Administrator

by calling the toll-free number **1-833-620-3579**, or by mail at the U.S. postal address below:

Dill v. PALMco
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

The description of these lawsuits is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete court file with regard to the Settlement and the underlying action, you should visit www.pacer.gov or the Clerk's office at the John Joseph Moakley United States Courthouse, 1 Courthouse Way, Boston, MA 02210. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

If your address or other information changes after you submit your Claim Form, you may contact the Settlement Administrator through the contact section of the Settlement Website located at www.massenergysettlement.com, call the toll-free number **1-833-620-3579**, or by mail at the U.S. postal address below:

Dill v. PALMco
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.